

Power distance and persuasion: The tension between imposition and legitimation in international legal genres



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Abstract

The present study is aimed at the analysis of three major legal documents applied widely in international trade: The London Court of International Arbitration Rules, the Geneva Convention for the International Carriage of Goods by Road and Lloyd's Institute Cargo Clauses. It has been carried out under the umbrella of genre analysis, with the aim of scrutinizing the internal communicative mechanisms deployed by the members of the very specialized communities that integrate the legal one as a whole. Our work introduces the concept of 'power distance' to study the asymmetries between the interactants of the texts, with a view to unveiling the hidden nuances of power and imposition concealed in their discursive devices. Secondly, this paper has analyzed the presence of metadiscourse markers in these texts as the textual and interactional devices deployed by their senders or writers to influence the attitude and behavior of their recipients. Our application of speech acts and metadiscourse markers to these three paradigmatic texts has attempted to shed some light on the tension between persuasion and power distance in legal discourse.

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1. The purposes of our study: power-distance and persuasion in legal texts

The present article aims to explore the relationship between power and persuasion in international legal texts, with a view to furthering the understanding of how legal genres are “constructed, interpreted, used and exploited in the achievement of specific goals” (Breeze et al., 2014:18). There is a dual assumption underlying the present study: the first is that the law is an institution inextricably linked to power as much as it is to language. Agar (1985:164, in Simpson and Mayr, 2013) defines an institution as a “socially legitimated expertise, together with those persons authorized to exercise it”. As the most powerful of all institutions, the law uses the enabling mechanisms of authority, status and influence to exert domination, coercion and control over subordinate groups and this power is imposed – through language – by the state, by its laws and conventions or by the organizations for which we work (Barnet and Duvall, 2004; Cutler, 2003). This means that in law, there are “role-structured, institutionalized and omnirelevant asymmetries between participants” (Drew and Heritage, 1992:48) which are constructed and reproduced by language.

In a previous study, I illustrated the unending problems of comprehension that formal English language in documents of international transactions poses, mainly for Continental lawyers, English for Specific Purposes practitioners and legal

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translators (Orts, 2015a). In contrast, the present study focuses on the analysis of the tension that exists between power asymmetries and persuading devices in texts. Regarding the former, Salmi-Tolonen (2011:1) states that language and law actually become purposeful and powerful in the hands of those who have institutional power, and power must be exercised according to the rules laid down by that authority (McDowell, 2010:160), who is also subject to those rules. However, the acquisition or exhibition of supremacy by the specialized community that produces the legal texts is achieved through the technicality, precision and complexity of its written texts (Gibbons, 2004), which constitute an intentional exercise of elitist and exclusionary practices (Goodrich, 1987). Complexity and detachment, in turn, solidify the cohesiveness and ‘insiderness’ of the legal profession, and contribute to the relative distance between those with the power to make the laws and those who legitimately use it. After all, rules have to be imposed for the exercise of social control, which is why the predominant character of international treaties, constitutions, orders, regulations, insurance policies and contracts is mainly prescriptive. These general features – that is, the social distance between those who issue and those who use the law, and the hierarchical order that legal communities (whether law courts, or international legal organizations and bodies) wish to establish – contribute to the perception of legal language as a “frozen genre” (Bhatia, 2004) or a “fossilized language” (Alcaraz and Hughes, 2002:9). By using the concept of power-distance to study the differences in symmetry between the interactants in legal discourse, my goal will be to try to reveal the ways in which power and imposition are concealed in the linguistic devices used by legal institutions when issuing their texts for the alleged benefit of their users. What has been termed as the ‘power-distance index’ (Hofstede, 1983, 1985) should help to ascertain the presence or absence of authority in them and/or the existence of an unequal status relationship between interactants.

However, my second assumption is that power – mainly in democratic societies – cannot be administered without consent. In other words, if those subject to the law are to comply with power, they must be persuaded to believe in the legitimacy of rules (Simpson and Mayr, 2013:7). In fact, according to Kairys et al. (1990), the great source of the law’s power is that it enforces, reflects, constitutes, and legitimizes dominant social and power relations without the need for or the appearance of control from outside. Gramsci’s concept of ‘hegemony’ states that social practices and formations need to become “natural or commonsense” for subordinate groups to accept their values (Gramsci, 1971, in Simpson and Mayr, 2013:9). In other words, dominant groups have to work at staying dominant by generating consent among the population, and consent is achieved through the dissemination through language of the beliefs, practices and discourses of the ruling group. It is precisely because the power of law needs to be seen as legitimate in order to be accepted that this process of legitimation is mainly expressed, not through coercion (imposed by legislation and law courts) but, as we shall see, through the deployment of strategies of verbal persuasion on the part of the law-makers, those who produce legal texts. Specifically, the present paper seeks to study how the issuers of legal texts deploy an array of linguistic devices which narrow the distance that separates them from the receivers of those texts. Textual and interactional mechanisms are, I would like to suggest, clues to the way in which persuasion is exercised in this discourse of authority, i.e., law-makers’ discourse to the law-takers (Salmi-Tolonen, 2014:70). An analysis of these mechanisms may therefore be able to reveal exactly how this idea of consistency is conveyed by the community that issues the texts, thereby giving the impression that a dialogue is taking place between law-makers and law-takers for the legitimization of rules.

2. Description of corpus and method

2.1. Corpus description

It is the hypothesis of the present study that power and persuasion are present in legal texts to different degrees, depending upon the ultimate communicative purpose such texts are aimed to perform. To test this hypothesis I propose to analyze a corpus composed of three legal documents widely used in international trade: the London Court of International Arbitration Rules, the Geneva Convention for the International Carriage of Goods by Road and Lloyd’s Institute Cargo Clauses (henceforth, LCIA, CMR and ICCs, respectively). I have selected these documents precisely because they are documents of international pre-eminence, they are written in the same language, i.e., English, and they are of similar length; but, mainly, because they are all normative texts that can ostensibly illustrate the tension between power and legitimization, imposition and persuasion, to different degrees.

Firstly, the ICCs are a group of contractual clauses that belong to a singular system of law – the Common Law of England and Wales and the conceptual framework that holds them together is exclusive to English law – but which are, nonetheless, universally adopted as standard terms by international marine insurance organizations in general. Nowadays, the consequences of the widespread use of the ICCs are quite astounding, since 70% of the world’s insurance transactions for marine cargo are currently subject de facto to these English insurance clauses (Hudson and Allen, 1995:3). Because they are exclusively subject to English jurisdiction, the insured entity/person who wishes to sue on the policy must institute proceedings in England, and, hence, any translation made of them is unofficial, non-binding (Cao, 2007:101), and carried out for purely informative purposes.

The second corpus under analysis is the Rules of the London Court of International Arbitration. This court is one of the world's leading dispute-resolution institutions and offers a set of arbitration rules, "the LCIA Rules". Unlike the ICCs, the LCIA Rules are not 'imposed' on the international community, they constitute only one among many methods of arbitration, and actually compete with those offered by the rest of the arbitration institutions in the world, such as those of the International Chamber of Commerce, or those propounded by the American Arbitral Association. Although identifiably English in their drafting style and procedural approach, the LCIA Rules are designed to have international scope and provide a neutral and sound basis for the international resolution of disputes.

Finally, the Geneva Convention on Merchandize Transported by Road, the CMR henceforth, is the third text I propose to analyze. This set of rules for road transportation was devised by the United Nations Commission for Europe (ECE) and is an essential normative text for any exporter or forwarder involved in the international movement of goods by road. It is an international agreement that has to bind states, sides, or military forces on a specific subject, and should be interpreted in the same way by the courts in the countries which are parties to the convention, in order to promote uniformity.

2.2. Method: genre and textual taxonomies

To study how the variable presence of power and persuasion devices in these texts fulfils a communicative end, I have adopted the perspective of genre theory. Following the traditional definitions of the concept of specialized discourse community by Swales (1981, 1985, 1990) and Bhatia (1993, 2002), I consider genres to be the internal communicative mechanisms operating within a group of members of a specific professional community, as well as between these members and society as a whole. Genre theory implicitly supports Austin and Searle's view that social and legal reality is not only represented in language, but also constituted through language (Salmi-Tolonen, 2011:1). Along these lines, Mumby and Clair also state that "discourse is the principal means by which organizational members create a coherent social reality that frames their sense of who they are" (1997:181). Hence, I will study the chosen texts as genres in their own right, seeking to unravel the speech acts and the interactive entanglement between the participants in the communicative process that such texts constitute. This involves leaving aside formal questions about the surface elements of lexicon and grammar in genre structure (Crystal and Davy, 1969:201), which I have discussed elsewhere (Orts, 2015a), and concentrating upon the pragmatic and discursive layers of the genre. These two different, but complementary, levels of analysis relate to the extra-linguistic and rhetorical context of the texts, which I shall consider under the umbrella of speech acts and metadiscourse, respectively.

On the one hand, the communicative function and socio-pragmatic conventions of each genre will be considered by trying to measure power distance between interactants, this being understood as the 'degree of imposition' described in Trosborg's taxonomy of legal speech acts (1995). Following Searle (1976:12, in Trosborg, 1995), Trosborg describes legal texts as 'regulatives' and divides them into two categories: 'directive' or 'commissive' texts. Directives are basically normative texts such as statutes, Treaties or Conventions, the basic function of which is to issue prescriptions. Commissives, on the other hand, are agreements: they involve the exchange of promises between the parties; the product of collaboration and negotiations between them. Trosborg sees contracts as paradigmatic examples of commissives, since they establish commitments or agreements of a consensual nature. The present study contends that the different levels of prescription and commitment are intrinsically related to the presence or absence of power distance in the texts. Accordingly, in the present study the LCIA and the CMR will be regarded as sets of directive speech acts, where the issuing of obligations and prerogatives between the parties does not take the form of a symmetrical relationship. In contrast, the ICCs will be deemed to have a mainly commissive nature, since they constitute contractual clauses whereby both parties (insurer and insured, in this case) assume obligations equally for some mutual benefit (Trosborg, 1995:33). As contracts, the ICCs must be "the product of negotiation and collaboration" between the parties with regard to the agreement that they represent (Fajans et al., 2004:467).

On the other hand, the role of metadiscourse markers will be studied in order to assess the attainment of persuasion in the texts. Metadiscourse has been chosen as the analytical framework since it has proved to be "useful for textual analysis, agglutinating some of the explicit items that writers use to guide or direct readers through a text so both the text and the writer's stance is understood" (Dafouz, 2008:96). The presence of metadiscourse devices in the legal genres under scrutiny must reflect the way in which the specialized communities that produce them (e.g., the Insurers at Lloyd's, the London Court of Arbitration, the UN Commission) organize the information to ensure that readers will find it coherent and convincing, while, at the same time, successfully meeting the community's expectations of inclusion and solidarity (Salmi-Tolonen, 2014:71).

To further illustrate the degrees of persuasion in the texts, I am additionally applying Trosborg's taxonomy on international documents (1997), in which she divides international texts into 'pure' and 'hybrid'. The former are those which resist change across cultures, as they are usually a product of a dominant culture that issues them in their own language, rendering translations unofficial or residuary. This would be the case of BIMCO's contract of affreightment, for instance; a document uniquely available in English which is issued by an influential group of ship-owners and shipbrokers and

Table 1
Trosborg's taxonomies for international legal texts.

PURE	HYBRID	REGULATIVES
One language. Issued by dominant culture.	Several languages. Negotiation between legal cultures.	
	LCIA, CMR	
ICCs		DIRECTIVE (e.g., statutes, regulations, conventions)
		COMMISSIVE (e.g., contracts)

universally adopted by the global community dealing with sea cargo transportation (Orts, 2014). On the other hand, hybrid texts – like EU directives or UN treaties and Conventions – are the result of a compromise between cultures (Trosborg, 1997:145–146). It is my presumption that the ‘pure’ or ‘hybrid’ nature of texts has a direct effect on the degree to which devices to impose and/or to persuade are present in them. After all, as it has been indicated above, pure international texts are imposed by their addressers on the community of addressees, while meaning in hybrid texts has to be negotiated. The ICCs, inasmuch as they are imposed by one English-speaking community on the rest of the world, are an example of a pure text, while the CMR – the official languages of which are English and French – constitute a paradigmatic example of a hybrid text. Even though it is not a Convention or a Treaty, I consider the LCIA also to be a hybrid text. Its hybridity lies in the fact that it is issued in nine international languages (English, Arabic, Chinese, Spanish, French, German, Portuguese, Russian and Italian), even though the English version is the one which prevails in the event of any discrepancy or inconsistency in the translations.

Table 1 illustrates the classification of the texts, according to the taxonomies adopted in our analysis.

In focusing on these two layers, i.e., degrees of imposition at the pragmatic (or extra-textual) level and the devices of persuasion at the discursive (or intratextual) level of texts, the present article aims to reveal the tensions between power and legitimation that lie within them, delving deeper into the ways in which these specialized legal communities develop and manage their genres to further their own ends.

3. Analysing power distance: procedure and results

3.1. Power distance in legal genres

One decisive factor influencing the formality of texts is the concept of ‘power distance’, which has been widely used in anthropological and economic contexts since Geert Hofstede coined it (1983, 1985) and which shares features with Halliday’s (1985) concept of ‘tenor’ such as the role of relationships between interactants in terms of status, affection and contact. Tenor influences interpersonal choices from the linguistic system, and thereby affects the structures and strategies chosen to activate the linguistic exchange in terms of formality and complexity. Similarly, the power-distance index seeks to demonstrate the extent to which subordinates or ordinary citizens in a given context submit to authority: the power-distance index figure is lower in countries or organizations in which authority figures work closely with those not in authority, and is higher in countries or organizations with a more authoritarian hierarchy (Hofstede, cf. 1983, 1985).

To adapt the concept of power distance (henceforth, PD) to the present section of this paper, which attempts to establish the presence or absence of a hierarchical order between issuers and users of legal texts and, hence, the existence or non-existence of a more powerful text addresser in an unequal status relationship, we will assume that prescriptions and rules are those texts that Trosborg termed ‘directives’, where the relationship between interactants is asymmetrical, and where a greater PD between the ‘sender’ (the authority) and the ‘recipient’ of the message (the user of the text) is maintained. Directives are, so to speak, issued for the benefit of the sender at the expense of the recipient (Trosborg, 1995:36). In contrast, contracts are mainly commissive texts, and dialogic in essence. In this type of text, the PD is minimized by the agreement that the ‘senders’ (the profferers of the contract) and ‘receivers’ (the other party to the agreement) are trying to reach.

With a view to isolating the pragmalinguistic patterns of directives and commissives in statutory and contractual texts, Trosborg (1995) developed a taxonomy of different categories on a scale that ranges from directives – of obligation, prohibition (direct or indirect directives) and permission (i.e., facultative directives) – to commissives, adapted as set out in Table 3 below to include the concept of PD. In this scheme, directives – such as in statutes or regulations – are face-threatening acts (FTAs) and have the utmost impositive illocutionary force (Leech, 1983:107). This imposition may be redressed with negative politeness for the sake of ‘avoidance of discord’ – with mitigating devices that Brown and Levinson (1978:74) call ‘off-record strategies’ –, or it may be conveyed ‘bald-on record’ (Brown and Levinson, 1987:74), i.e., in a direct, clear, unambiguous and concise way without minimizing the imposition, thereby highlighting the asymmetry

between the legislative power and the citizens. In the table the greatest PD represents the maximum level of imposition with no face redress, whereas an average PD level involves face redress, with off-record strategies which reduce the level of imposition in some way. Permissions, on the other hand, are granted by the law-maker, but contain a privilege or a right for the law-taker, so they have a low PD. Finally, as promises are commissive acts involving an element of volition, they represent a symmetrical relationship between law-maker and law-taker and have been given a neutral PD level.

Normative texts, being directives, establish greater 'power distance' (more formal tenor, in Halliday's terms) between the participants: the issuer of the law, i.e., the maximum social authority, and its users or receivers, i.e., the citizens. This distance is the reason why directives are meant to emotionally detach addressers from addressees; more so than commissive texts, which are aimed at mutual understanding and are often the product of cooperation and consultations undertaken to hammer out language that all parties may accept (Fajans et al., 2004). In our previous section we hypothesized that, in theory, the London Court of Arbitration Rules and the CMR Geneva Convention, inasmuch as they constitute the discourse of a monologic legal authority, have a dominant directive character. On the other hand, the ICCs are contractual clauses and, hence, should be the result of the legal agreement entered into voluntarily by two or more parties. The results in the following subsection will confirm or disconfirm this assumption.

3.2. Findings

The data in this section were gathered with the aid of MonoConc concordances, and percentages were calculated in order to assess the most salient strategies in each corpus and to identify the party that carries the primary responsibility of the speech act. MonoConc is a fast concordance (text searching) programme with an excellent user-interface. It is used in the analysis of English or other texts (Spanish, French, Japanese, Chinese, etc.) for linguistics or language teaching and language learning purposes (ESL). As well as providing KWIC concordance results, the software also produces wordlists and collocation information.

Speech acts were manually tagged following Trosborg's taxonomy of direct and indirect – i.e., with or without redress – directives of obligation and prohibition, facultative directives – those which assign rights and grant permission – and commissives, expressed in the texts under scrutiny through the modals and performative verbs shown in Table 2.

In general, Fig. 1 demonstrates that out of the 631 speech acts registered in the corpus, the highest pragmatic activity was detected in the LCIA corpus, which involved 299 speech acts altogether, representing 47.3% of the total 8266-word corpus. In contrast, although the CMR, with 10,701 words, was more extensive than the other two subcorpora, it contained a comparatively lower number: only 226 speech acts (35.8% of the total corpus). Finally, the lowest level of activity was found in the 8000-word-long ICCs, with 106 speech acts, forming only 16.7% of the total corpus. Focusing on the presence of a higher or lower activity of speech acts overall proves interesting, since it allows us to see how a text such as the LCIA needs to manage the obligations and prerogatives of the various parties involved in the rules; in other words, there is, in the text, a plurality of law-makers and law-takers: the LCIA Court, the Registrar and the Tribunal of Arbitrators,

Table 2
Power distance in directives and commissives.

SPEECH ACT	ILLOCUTIONARY FORCE	MEANING	FULFILMENT
DIRECT DIRECTIVES	OBLIGATION	HIGHEST POWER DISTANCE (MAXIMUM IMPOSITION, BALD ON RECORD)	MUST/SHALL+VERB BE+TO, HAVE TO LEXICAL VERBS: OBLIGATE, OBLIGED, ORDER, DEMAND
	PROHIBITION	HIGHEST POWER DISTANCE (MAXIMUM IMPOSITION, BALD ON RECORD)	MUST/SHALL+NEGATIVE (NOT, NOTHING, NO)
INDIRECT DIRECTIVES	OBLIGATION WITH REDRESS	AVERAGE POWER DISTANCE (FACE REDRESS, OFF RECORD)	SHALL/MUST+PASSIVE BE+TO, HAVE TO+PASSIVE SHOULD
	PROHIBITION WITH REDRESS	AVERAGE POWER DISTANCE (FACE REDRESS, OFF RECORD)	SHALL+NEGATIVE+PASSIVE CAN/MAY/WILL+NEGATIVE (NOT, NOTHING, NO)
FACULTATIVES	ASSIGNMENT OF RIGHTS, PERMISSION	LOW POWER DISTANCE (ASSIGNMENT OF RIGHTS)	CAN, MAY LEXICAL VERBS: GRANT, GIVE, ALLOW EXPRESSIONS: HAVE THE RIGHT, BE ENTITLED
COMMISSIVES	PROMISES, VOLITION	NEUTRAL POWER DISTANCE (SYMMETRICAL RELATIONSHIP)	WILL LEXICAL VERBS: AGREE, UNDERTAKE, ACCEPT, WARRANT, PROMISE, ACKNOWLEDGE

Adapted from Trosborg (1995:39).

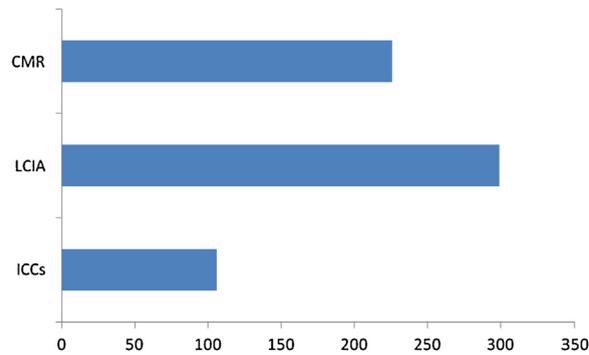


Fig. 1. Totals for regulative speech acts in the ICCs, LCIA rules and CMR.

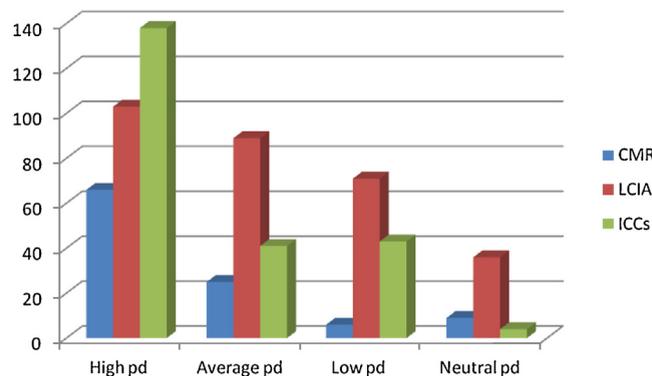


Fig. 2. Degrees of power distance in ICCs, LCIA rules and CMR.

on the one hand, and the Parties, on the other. In contrast, in the CMR, as in the ICCs, the relationship is merely a dual one, between the drafters of the Convention, or the Insurers at Lloyd's on the one hand, and, on the other, the receivers of the law: the member-states and the insured party, respectively. If we now look more closely at the individual texts, we can consider how power distance is distributed (see Fig. 2).

As could be expected in a contractual text, the ICCs had the lowest levels of imposition overall (see Fig. 2 and Table 3). However, surprisingly enough, dramatic asymmetries in the distribution of obligations and rights were revealed within the text: impositive strategies with no redress (mainly 'SHALL+VERB, MUST+VERB' and 'SHALL+NEGATIVE' structures) formed 62.2% of the ICC subcorpus, the highest percentage of the total strategies used. This figure indicates the high PD level of the text. Its predominantly directive character was also manifest in the 23% of mandatory expressions with redress. These were mainly SHALL/SHALL NOT+PASSIVE structures and expressions such as "the subject-matter shall be deemed" or "the subject-matter shall not be considered". Additionally, many of these expressions with average PD, revealed the presence of an inanimate, non-human character in the transaction, the Policy itself, mostly in structures of an impersonal character which, nonetheless, spelt out the conditions of the agreement in an indirect way.

1. This Clause 12, which does not apply to general average or salvage charges, **shall** be subject to. [. . .], and shall not include charges [. . .] (ICC A., Claims)
2. In no case **shall** this insurance cover [. . .] (ICC C, Exclusions)

Expressions where face threat was not minimized related mostly to the insured party:

3. In the event of claim the Assured **shall** provide the Insurers with evidence [. . .] (ICC C, p.12, Benefit of Insurance)
4. The Assured **shall** act with reasonable despatch [. . .] (ICC A, Avoidance of Delay)
5. [. . .] the Assured **must** have an insurable interest [. . .] (ICC A, Insurable Interest)

As may be seen in Table 2, the number of low and neutral PD strategies in the text was negligible, thereby refuting my prior supposition as to its commissive character. Nevertheless, all the structures assigning rights or expressing volition referred to the profferers of the text i.e., the Insurers:

6. [...] the Insurers **will** reimburse the Assurers for any extra charges [...] (ICC A, Forwarding Clauses)
7. The Assured agree to notify the Insurers who shall **have the right** [...] (ICC A, Both to Blame Collision Clause)

In contrast to the ICC rules, the LCIA text seems fairly balanced in terms of PD (see Fig. 2). Directives with a high level of imposition (high PD, mostly in expressions such as 'SHALL+VERB', 'BE+TO' and lexical verb 'ORDER') were found to be the most frequent group in the corpus, but this percentage represented only 34.4% within the subcorpus. As we can see in Table 3, directives made up more than 60% of the speech acts in the text only when they were taken together with the strategies of imposition with redress (mostly 'SHALL/NOT+PASSIVE', 'BE+TO+PASSIVE', 'WILL+NOT' expressions and expressions with 'SHOULD'). The Parties bore the main weight of prescriptive expressions – mostly with 'SHALL':

8. The Parties **shall** be jointly and severally liable for [...] (LCIA, Art 28.1)
9. The Parties **shall** bear all or part of such arbitration [...] (LCIA, Art 28.2)
But the Tribunal was also assigned its fair share of impositives, as in:
10. The Arbitral Tribunal **shall** proceed in such manner [...] (LCIA, Art 15.7)
11. The Arbitral Tribunal **shall** fix the date, time and physical place of the dispute [...] (LCIA, Art 19.2)

Strong imposition was softened in expressions setting out the conditions for the process of arbitration, with negative politeness strategies of redress using 'SHALL/NOT+PASSIVE', as in:

12. The arbitration **shall be** treated as [...] (LCIA, Art 16.2)
13. Arbitration proceedings **shall be** conducted [...] (LCIA, Art 17.2)
'Should' was also an alternative, as in:
14. Costs **should** reflect the relative success or failure [...] (LCIA, Art 28.4)
15. Any party [...] **should** attend for oral questioning [...] (LCIA, Art 20.4)

On the other hand, expressions with low PD articulating permission or granting of rights were found to constitute a significant 27% of the subcorpus, and were mainly expressed using deontic 'MAY':

16. The LCIA Court **may** proceed [...] (LCIA, Art 5.4)
17. The Arbitral Tribunal **may** at any time extend [...] (LCIA, Art 4.7)
18. A party may challenge an arbitrator [...] (LCIA, Art 10.3)

Finally, performative verbs expressing commissives – like will, and lexical verbs such as 'UNDERTAKE', 'GRANT' and 'AGREE':

19. The LCIA Court **will** appoint arbitrators [...] (LCIA, Art 5.5)
20. The parties **undertake** [...] (LCIA, Art 26.9)

These expressions stood out with respect to the other subcorpora, indicating that my prior expectations about its nature – the LCIA being a peculiar kind of prescriptive text – were not altogether borne out (see discussion below).

In the CMR, expressions of obligation and imposition on the parties to the consignment, i.e., the sender, the carrier and the consignee, were more numerous than in the other subcorpora, and they formed 61% of the strategies in the text. They were mainly expressed as obligations rather than prohibitions, using 'SHALL/+VERB', 'BE+TO', as in:

21. The sender **shall** be responsible [...] (CMR Art 7.1)
22. [...] the person who **is to** carry them out [...] (CMR Art 12.5)

Expressions of imposition with redress made up 18% of the subcorpus and were expressed with 'SHALL/NOT+PASSIVE', 'BE+TO+PASSIVE', 'WILL+NOT' and 'MAY+NOT' expressions, as in:

23. The carriage of the goods **shall be** refunded in full [...] (CMR Art 23.4)
24. [...]the agreed time limit within which the carriage **is to be** carried out [...] (CMR Art 6.2)
25. Higher compensation **may only be** claimed [...] (CMR Art 23.6)

This group also included all the references to the limits of the document itself, phrased as follows:

26. This Convention **shall** (not) apply/be null and void/enter into force/be ratified [...] (CMR Arts 1.1; 1.4; 41.1; 43.1; 42.4)

These examples appeared when, as in the ICCs, the instrument (and not the addressers themselves) seemed to distribute obligations and prohibitions in an impersonal way. Furthermore, a similar percentage of expressions (19%) was allotted to the assignment of rights, all of them involving *may*, or expressions such as 'IS ENTITLED TO' or 'HAS THE RIGHT TO', which grant prerogative to the parties, as in:

- 27. The parties **may** enter in the consignment note [...] (CMR Art 6.3)
- 28. The carrier **may** sell the goods (CMR Art 16.3)
- 29. The carrier **shall** be entitled to [...]. (CMR Art 16.4)

Finally, the analysis revealed a comparatively negligible percentage (1.7%) of expressions of commitment using 'AGREE' and 'GIVE', as in:

- 30. The Contracting parties agree [...]. (CMR Art 1.5)

The paucity of these results highlights the absence of a commissive character in this text.

4. Analyzing persuasion: procedure and findings

4.1. Persuasion and legal texts

The concept of 'persuasive writing' is a common element in studies dealing with interpersonal traits in texts: to study proximity or distance between interactants and the role of persuasion in such proximity, researchers resort to the concept of metadiscourse as the set of strategies that reveal the existence of a dialogical framework between the writers and the readers of texts (Crismore et al., 1993; Vande Kopple, 1985; Hyland, 2005; Dahl, 2004; Dafouz, 2008, among many others). Because the discourse processes of the law are assumed to be authoritarian and monological, little attention has been paid to the concept of persuasion in this area and it has prototypically been linked to fields other than law and its genres. Nevertheless, Salmi-Tolonen has recently used the concept of metadiscourse in the area of the law (2014:63–86) to explain how these mechanisms determine the degree of success in communication between the law-makers and the law-takers of international instruments. She adapts Hyland's categories to the scope of the law, in an attempt to discern when law-makers are making it easier, through textual means, for law-takers to understand a particular text. She draws a distinction between interactive (purely textual) and interactional (interpersonal) metadiscourse markers.

4.1.1. At the textual level: findings

Textual elements in legal genres are deployed, as we intimated earlier, to make texts more coherent and understandable to law-takers and following Hyland (2005), these interactive markers can be grouped into 5 categories: endophoric markers, frame markers, transition markers, code glosses and evidentials. When adapted to the context of the law, endophoric markers can be described as the linguistic elements that refer to the earlier materials in the text, so as to support the argument and help law-takers to understand the text better (e.g., 'under', 'in accordance with', 'specified in'). Frame markers, on the other hand, are words or phrases that sequence the text, labelling the text stages (e.g., 'the first', 'the second') or announce a discourse goal, framing it with respect to the rest (e.g., 'for the purposes of', 'where any agreement', 'where the parties have agreed'). Semantic and structural relationships between discourse stretches are expressed by the category of transition markers, which help readers interpret pragmatic connections by explicitly signalling express relations (of addition, comparison or consequence) between main clauses (Dafouz, 2008:97). They consist mainly of conjunctives and adverbial phrases such as 'in addition', 'but', 'therefore', and 'likewise'. Another category of metadiscourse markers consists of code glosses, "textual devices that supply additional information by rephrasing, explaining or elaborating what has been said, to ensure the reader recovers the writer's intended meaning" (Hyland, 2005:52). Some examples are 'namely', 'in other words', 'such as', or simply punctuating devices such as a colon or parenthesis. Finally, evidentials (in our texts articulated with 'according to the contract of carriage', 'under the governing law and practice' and 'subject to the mandatory provisions of any law', among other examples) refer to the sources of information from other legal texts. The use of evidentials in law can be illustrated by the connections in the text with other legal sources that may constitute the legal background for the text at hand. These textual elements are summarized in Table 3.

The analyses of the selected texts were carried out both manually and with the aid of MonoConc Pro. Figs. 3 and 4 present the findings regarding interactive markers:

In the corpus for the present study (which consisted of 460 metadiscourse markers overall), the LCIA norms (see Fig. 3), was the subcorpus with the highest number of interactive markers overall (41.3%), ostensibly making it a more 'readable' text for its users.

Table 3
Power distance in ICCs, LCIA Rules and CMR in numbers.

PD/GENRE	ICCs	LCIA	CMR
OBLIGATION	48	98	115
PROHIBITION	18	5	23
TOTAL HIGH PD	66	103	138
OBLIGATION WITH REDRESS	22	84	23
PROHIBITION WITH REDRESS	3	5	18
TOTAL AVERAGE PD	25	89	41
PERMISSION, ASSIGNMENT OF RIGHTS TOTAL LOW PD	6	71	43
PROMISES (VOLITION) TOTAL NEUTRAL PD	9	36	4
TOTAL: 631	106	299	226

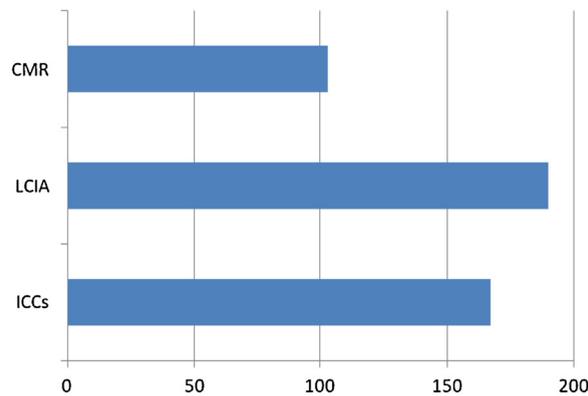


Fig. 3. Total number of interactive markers in ICCs, LCIA and CMR.

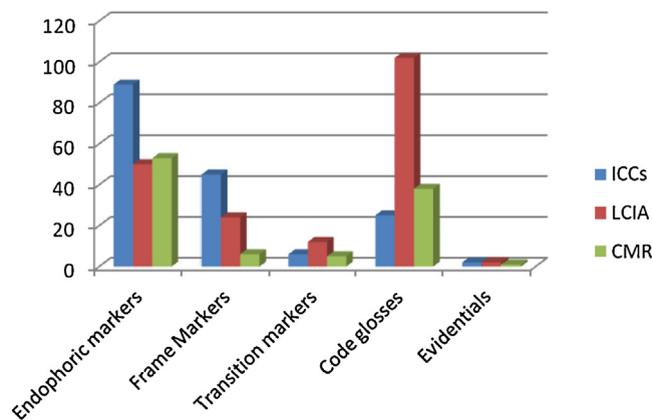


Fig. 4. Types of interactive markers in ICCs, LCIA and CMR.

Specifically, and as may be seen in Fig. 4, the analysis showed that LCIA favoured markers of the explicative or glossing kind, deployed to reformulate or exemplify textual materials. In the texts under study, they were mainly evidenced through the use of parentheses and colons followed by lists of explanations. Glosses were less frequent in the CMR but this corpus displayed a much more varied array of devices, e.g.:

31. [...] Have agreed **as follows**: [...] (CMR, Preamble)
32. [...] **the following** particulars/conditions/circumstances apply [...] (CMR, Arts. 6.1; 12.5; 17.4)

In contrast, the ICC text, with 8000 words in extension, contained fewer explanations and clarifications – a total of only 25, compared to 103 and 38 in the LCIA (8266 words long) and CMR (the longest subcorpus, with 10,701 words), respectively – which makes it a denser document, where the conceptual world of risks and contingencies it depicts is harder to penetrate.

Endophoric markers, or those that point to different parts of the text, were the second most numerous group (192) found in the corpus. These appeared mainly in the ICCs (89 examples), in the form of expressions that are prototypical of legislative texts, such as ‘under’, ‘in accordance with’ or ‘X shall apply’, as in:

- 33. [...] **under** the said Clause [...] (ICC B, Both to Blame Collision Clause)
- 34. [...] **under** the contract of carriage [...] (ICC A, Transit Clause)
- 35. [...] clause [...] **shall apply** [...] (ICC A, B and C, Increased Value)

Endophorics were also abundant in the other texts, the CMR showing a slightly higher frequency – 53 in all – than the LCIA. Moreover, the array of expressions included in the CMR was wider, with expressions such as

- 36. [...] **as specified in** the contract under articles 37 and 38 [...] (CMR, Arts.1.1. and 39.1)
- 37. [...] **where** the provisions of article 14 are applicable [...] (CMR, Art.14.1)
- 38. [...] **in accordance with/subject to the provisions** [...] (CMR, Arts. 2.2.and 41.1.)
- 39. [...] **under** paragraph (CMR, Art.42.1)
- 40. [...] **referred to in** article 42, paragraph 1[...] (CMR, Art.43.1)

However, with 50 examples, the use of endophorics in the Rules was restricted to expressions using ‘under’ or ‘in accordance with’, as in:

- 41. [...] as called for **under** Article 1[...] (LCIA, Art 2, 2.1.b)
- 42. [...] **in accordance with** Articles 2 and 4 [...] (LCIA, Art. 4, 4.3 and 4.4)

A total of 41 frame strategies were counted in the ICCs, as opposed to 24 in the LCIA and only 6 in the CMR. In the ICCs they appeared in the form of expressions such as:

- 43. **For the purpose of** this Clause/these Clauses [...] (ICC A, B and C, Exclusions, Transit Clause, Both to Blame Collision Clause)
- 44. Where the contract of insurance/the subject-matter insured [...] (ICC A, B and C, Exclusions)
- 45. While in the LCIA they took the form of the phrases such as the ones below: **For the purpose of** determining/calculating/presenting [...] (LCIA, Arts 4.1, 4.2, 4.3. 4.4, 4.6, 20.6, 30.1)
- 46. **Where** the parties/the period/the Arbitration Agreement/the Registrar [...] (LCIA, Arts. 6.1, 7.2, 8.1, 13.3)

Transition markers, those that divide and/or connect the texts into logical sequences, were much less frequent in the subcorpus. They, again, took the prototypical form in legal discourse: thus, ‘but’ appeared in the three texts as a connective device, although at times it also indicated exceptions and qualifications to the wording of the stipulations, e.g.:

- 47. [...] cover may be provided **but** only if cover would have been available at a reasonable market terms. (ICCC, Change of Voyage)
- 48. [...] the Arbitral Tribunal have the power, [...] **but** in either case only after giving the parties a reasonable opportunity to state their views. (LCIA, Art. 12.1)
- 49. [...] carriage of the goods shall be refunded [...], **but** no further damage shall be payable” (CMR, Art. 23.4) ‘Also’ and ‘AND’ had the opposite effect, expressing additions to those stipulations:
- 50. [...] then this insurance shall **also** terminate unless prompt notice is given to the Insurers [...] (ICCC, Termination of Contract of Carriage)
- 51. The Arbitral Tribunal may **also** determine the time, manner and form in which such materials should be exchanged between the parties and presented to the Arbitral Tribunal; **and** it has a discretion to allow, refuse, or limit the appearance of witnesses (whether witness of fact or expert witness). (LCIA, Art. 20.2)
- 52. [...] liability shall **also** be determined in accordance with the provisions in paragraph 1 of this article[...] (CMR, Art. 2.2)

Table 4
Hyland's interactive markers.

Category	Function	Examples in legal texts
ENDOPHORIC MARKERS	Reference to other parts of the text	under/in accordance with/by virtue of article 6... for the purpose(s) of/where (the parties, the period, etc.).
TRANSITION MARKERS	Relations of addition, comparison or consequence between main clauses	but/therefore/however
CODE GLOSSES	Elaboration of propositional meanings	such as/namely/inter alia/colon/parenthesis
EVIDENTIALS	Reference to other texts	according to the contract of carriage and/or the governing law and practice/subject to the mandatory provisions of any applicable law

Adapted from Salmi-Tolonen (2014).

53. [...] shall be conclusive evidence of the loss of the goods, **and** the person entitled to make a claim may thereupon treat them as lost. (CMR, Art. 20.1)

Finally, evidentials were found to have a modest, but clear presence in the three texts analyzed. Specifically, one reference to the Convention of Road Traffic was found in the CMR, two references to the governing law of insurance contracts in the ICCs, and two to the law of arbitration in the LCIA.

4.1.2. At the interactional level: findings

Hyland (2005:49) classified interactional metadiscourse markers into five major categories: Hedges, Boosters, Attitude Markers, References to self and Engagement markers (see Table 4). Hedges appear in situations in which writers – in this case the lawmakers, who in the ICCs would be the contract profferers – wish to convey their presence in the text through verbs, nouns or adjectives, thus signalling their reluctance to present propositional information categorically. Boosters, in contrast, can be described as metadiscourse markers used by the issuers of legal texts to express their certainty concerning an idea, or to emphasize their claims. When writers need to communicate their views regarding the propositional content of the text, they can use attitude markers, while references to self are those instances when an explicit reference appears in the text to the law-maker. Finally, engagement markers are those by which law-makers directly refer to or build a relationship with the law-takers (Table 5).

Figs. 5 and 6 present the types and frequencies of strategies found in the analyses of the different sub-corpora in the study, using MonoConc.

The LCIA was the subcorpus that contained the highest number of interactional markers, as befits a text that needs to gain the confidence of its potential users to be deployed. Regarding boosters, 'SHALL' was used to organize the division of obligations upon the different actors in the text. Less common were words such as 'OBLIGATION', 'LIABILITY' or 'DUTY' or adjectives and adverbs such as 'IRREVOCABLY', 'EXCEPTIONAL', 'MANDATORY', 'NECESSARY', 'PROMPTLY', 'DUE' and 'LEGAL'. With

Table 5
Hyland's interactional markers.

Category	Function	ICCs
HEDGES	LAW-MAKER'S COMMENT	VERBS: might, may, should NOUNS: without delay ADVERBS/ADJECTIVES: free, adequate
BOOSTERS	LAW-MAKER'S EMPHASIS, EMPHASIZING THE OBJECTIVE	VERBS: must, shall NOUNS: obligation, liability, duty ADVERBS/ADJECTIVES: unavoidable, willful, reasonable, properly
ATTITUDE MARKERS	LAW-MAKER'S ATTITUDE	VERBS: facilitate, compromise NOUNS: trust, approximation ADVERBS/ADJECTIVES: appropriate, justified sufficient, suitable
REFERENCES TO SELF	LAW-MAKER'S SELF-REFERENCES	NOUNS: the Insurers, the Court
ENGAGEMENT MARKERS	BUILDING OF RELATIONSHIPS WITH THE LAW-TAKER	VERBS: agree, consider, respect, welcome NOUNS: agreement, opportunity, settlement ADVERBS/ADJECTIVES: mutual, (be) entitled

Adapted from Salmi-Tolonen (2014).

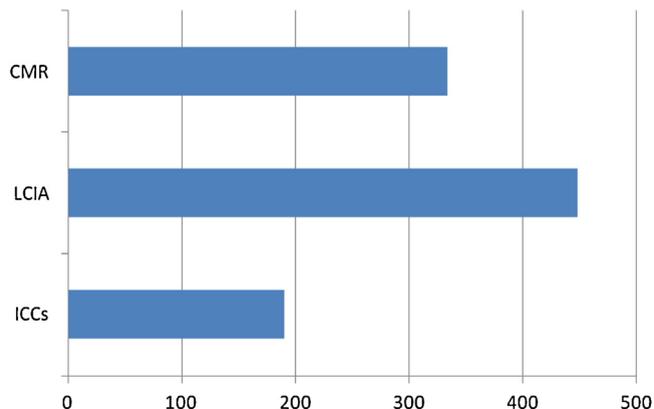


Fig. 5. Total numbers of interactional markers in ICCs, LCIA and CMR.

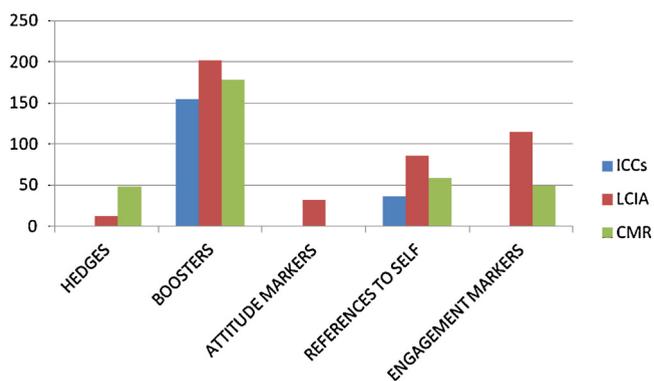


Fig. 6. Types of interactional markers in ICCs, LCIA and CMR.

regard to attitude markers and hedges, this was the only text in which they were found. In the case of the former, qualifiers such as ‘APPROPRIATE’, ‘JUSTIFIED’, ‘SUFFICIENT’, ‘SUITABLE’ were used to indicate the issuer’s stance, as in:

54. [...] to adopt procedures **suitable** to the circumstances of the arbitration [...] (LCIA, Art. 14.1)

55. [...] the Arbitral Tribunal shall apply the law(s) or rules of law which it considers **appropriate**. (LCIA, Art. 22.3)

As far as hedges were concerned, 46 matches were found using MAY/MAY NOT (“Any other note or communication that may be required”) and 13 matches using ‘SHOULD’, where it referred to recommendations given by the writers of the text to its users (“[...] such materials should be exchanged between the Parties.”). As for references to self, 86 instances were counted (like ‘the Court’ and ‘the LCIA’), a higher frequency than in any other subcorpus, as in:

56. [...] under the rules of the LCIA or by the Court of the LCIA (“the **LCIA Court**”) (LCIA, Preamble)

57. The functions of **the LCIA Court** under these Rules [...] (LCIA, Art. 3.1)

Engagement markers were also in evidence, when the LCIA reached out to the law-takers with conciliatory expressions such as ‘AGREEMENT’, ‘OPPORTUNITY’, ‘CROSS-INDEMNITY’, ‘DELIBERATIONS’, ‘SETTLEMENT’ and verbs such as ‘AGREE’ (15 matches), ‘CONSIDER’ and ‘RESPECT’ (5 matches each), as in:

58. Unless the parties **agree** otherwise in writing [...] (LCIA Arts. 28.2, 28.3 and 28.4)

59. [...] on written confirmation by the parties to the LCIA Court that a settlement has been reached [...] (LCIA Art.26.8)

If we now turn to the results of the ICC corpus, the most salient markers found were boosters, all of which concerned the emphasis with which the law-makers – in this case, the Underwriters at Lloyd’s – sternly and strictly lay down the rules of the game. MonoConc found 84 matches of ‘SHALL’, 5 of ‘MUST’, 11 stances of the expression ‘IN NO CASE’ (as in the much repeated “in no case shall this Insurance cover”), and more than twenty stances of nouns such as LIABILITY, DUTY and OBLIGATION, plus adjectives such as ‘WILFUL’ (as in ‘wilful misconduct’), which without exception referred to the responsibilities of the law-taker, the so-called Assured.

60. [...] loss damage or expense attributable to **wilful misconduct** of the Assured (ICC A, B and C, Exclusions)

The analysis also revealed 36 instances of references to self, where Lloyd’s called themselves ‘the Insurers’, which occurred repeatedly throughout the text as in these two examples:

61. [...] **the Insurers**, who shall have the right [...] (ICC B, Both to Blame Collision Clause)

62. **The Insurers** waive any breach of the implied warranty [...] (ICC A, B and C, Exclusions)

No other type of marker was used and, hence, no attitude, comment or approach was evidenced through hedges or engagement markers to bridge the distance between the profferers of the Clauses and their users.

In the analysis carried out on the CMR, boosters were seen to mark emphasis mainly through the use of ‘SHALL’. This marker was found to be more frequent here than anywhere else in the corpus (164 hits), and typically occurred to set out the limits of the Convention, as in:

63. This Convention **shall apply** to every contract for the carriage of goods [...] (CMR, Art. 1.1)

It was also used to spell out the obligations of senders, carriers and consignees, as in:

64. [...] the liability of the carrier by road **shall be determined** [...] (CMR, Art. 2.1)

Adverbs and adjectives such as ‘IMMEDIATELY’, ‘LIABLE’, ‘PARTICULARLY’, ‘EXACT’, ‘WILFUL’, ‘NULL AND VOID’, and nouns such as ‘LIABILITY’ and ‘RIGHT’ were also seen to act as boosters, emphasizing the duties and rights of all the characters in the document. No attitude markers were present in this text, but self-references, i.e., allusions to the text itself as ‘the Convention’, were common (59 matches), as in these two examples:

65. **The Convention** shall be open for signature until 31 August 1956 inclusive. (CMR, Art. 42.3)

66. **The Convention** shall extend to the territory or territories named in the notification (CMR, Art. 46.1)

Finally, engagement with the law-takers was revealed in conciliatory and appeasing expressions such as ‘DESIRABILITY’, ‘COMPLIANCE’, ‘RATIFICATION/RATIFY’, ‘ACCESSION’, ‘NEGOTIATION’, and expressions such as ‘(BEING) ENTITLED TO’, as in:

67. Each Contracting Party may, at the time of signing, **ratifying**, or **acceding** to, this Convention [...] (CMR, Art. 48.1)

68. Having recognized the **desirability** of standardizing the conditions for the carriage of goods by road [...] (CMR, Preamble)

69. The carrier shall **be entitled to** claim the cost of such checking. (CMR, Art. 8.3)

5. Discussion of results

At the pragmatic level of the genres, clear power asymmetries were found in our analysis. All of them constitute the discourse of more powerful addressers directed towards subordinate addressees who must abide by the rules and standards of the three institutions involved. Still, the asymmetries found were not uniform, and were more evident in the ICCs and the CMR than in the LCIA subcorpus. This disconfirms our initial thesis that normative texts are necessarily more impositive than contractual ones, but confirms the fact that the degrees of persuasion and imposition are in line with the purpose of each genre under scrutiny; after all, genres are the mechanisms by means of which the different specialized communities attain their peculiar social purposes.

With respect to the ICCs, it is not, as we hypothesized, a commissive text. With their contractual clauses, the communicative purpose of Lloyd’s insurers is to project the monolithic discourse of a very powerful institution to the rest of

the marine community. This was evident in the results pointing to the high PD of the text. One peculiar phenomenon that needs to be highlighted is the substantial presence of the insurance policy ('this Insurance') as a *dramatis persona*, with almost the same animate character as the parties to the contract, as in "This Insurance shall remain in force. . ." or "This Insurance shall terminate. . .". This transfer of power to a non-thing is an example of what Lukács called the 'reification' of legal texts (Lukács, 1971). In the act of reification, the addressers intentionally turn a non-thing, such as a set of Clauses, into a 'palpable' reality, an immutable part of the natural world, hence using the 'living' legal instrument as a decoy to impose obligations in an indirect way. In this manner, the profferers of the contract dissociate themselves from the actions and liabilities imposed on the addressees. In addition, the subject of the – comparatively few – expressions of permission were always the Insurers, who once again, as the law-makers, could be seen to have the upper hand in distributing duties and prerogatives.

In contrast, the CMR text did not contradict our expectations, since our analysis showed it was mainly a high PD and fairly directive text, in the nature of a true Convention. However, the CRM is designed to provide universal, but fair norms for the international carriage of goods. This was revealed in our analysis when results disclosed that these 'universal' obligations and penalties (and, to a much lesser degree, prerogatives) expressed in the Convention are fairly evenly distributed among the different parties to the carriage transaction that the text potentially portrays: carrier, consignee and sender. It is also notable that, in common with the ICCs, the expressions of imposition with redress that were found are mainly used to stipulate the terms upon which the transaction regulated by the Convention takes place.

Finally, results showed that the LCIA text has a mixed directive and commissive character, since not only norms but also prerogatives are equally distributed for the arbitrators and parties to the dispute. Additionally, the permissions, obligations and promises contained in it were divided among the different personalia in the document, i.e., the Parties, the LCIA Court and the Tribunal of Arbitrators. These mixed PD degrees are explainable in that arbitration is a consensual procedure: thus, the parties must mutually agree to LCIA arbitration before the Court becomes involved in any dispute. The text is, hence, not entirely directive in response to the fact that it consists of a voluntary process in which the participants seek a mutually acceptable resolution of their differences.

As far as the discursive aspect of the texts is concerned, and in regard to their purity or hybridity, we can safely state now that the differences between hybrid and pure texts are in consonance with the presence, but mainly with the specificity, of the metadiscourse markers analyzed. Dafouz states that, in general, readers prefer to be guided through texts with the aid of metadiscursive markers (2008:108), rather than having to reconstruct and reinterpret the text without any explicit signposting. On the whole, the LCIA, a hybrid text, is the genre with the highest number of persuasive devices, and the one in which the lawmakers seem to be most "involved" with readers at both textual and interactional levels. At the textual level, however, the ICCs showed a fair number of markers, jeopardizing our assumption of it being a pure text. However, it is the prevalence of the types of markers found, endophoric and frame markers, which reveals the reason for their peculiar presence in the ICCs. In my view, they aim to persuade readers of the consistency and coherence of the norms contained in them, and, in line with the results at the pragmatic level, they help here (and to a lesser extent in the CMR) to create the reality of the text as a 'substantial' normative source. On the other hand, the overall frequency of glosses in the two hybrid texts marks the extent to which the addressers wish to make the comprehension and subsequent application, interpretation and/or translation of hybrid texts a more accessible, less complex task. Their total absence in the ICCs denotes a more obscure, less involved, text. Finally, the scarcity of evidentials and, hence, of intertextuality in the three texts seems to be a sign of the autonomy and robustness that the law-makers wish to bestow upon them. Intratextual reference through the use of endophoric and frame markers, favoured in our corpus over and above intertextual devices, is a typical phenomenon of Common Law drafting (Orts, 2015b), where the text is assumed to be an autonomous entity which has to be regarded and interpreted only in the light of the text itself. In contrast, the open-textured nature of legal drafting which is prototypical of the Continental tradition favours intertextuality over intratextuality, since it requires the text to be supported by the normative framework (i.e., the statutes and codes) upon which it is based.

Now, let's turn our attention to the presence of interactional markers. These have been termed 'markers of epistemic modality' by Salmi-Tolonen (2014:75), since they try to change the writer's attitude to the propositional content. In the legal texts under scrutiny, these expressions were used to "convince the law-takers of the law-makers good intentions and good cause, drawing them into the discourse and making them participants to further this cause" (Salmi-Tolonen, 2014:75–76). This seems to be especially true in the area where the lawmakers engage with the readers in the LCIA and CMR subcorpora: in these, the texts seem to reach out to the law-takers, in the spirit of mutual cooperation and assistance. That the hybrid texts under examination show the presence of more metadiscourse devices, particularly those of the hedging kind, is a sign that these are the product of negotiations between drafters and users. Even though attitudinal markers are only present in the LCIA Rules (which is a more 'inclusive' kind of text), engagement markers make this and the CMR document rather expository: more open to persuading the recipient, their meaning more consensual than the ICCs.

6. Conclusions

Legal language is a powerful resource that serves the interests of legal communities, conferring on them the authority and status necessary for the domination and control of citizens as the users of the law. However, coercion is not always inherent to legal texts: at times it is crucial for lawmakers to inform law-takers about the intricacies of their norms so as to negotiate these and/or convey their value. Consequently, the present study was carried out within the framework of genre analysis, with the aim of scrutinizing the internal communicative mechanisms actually deployed by the members of some specialized communities that form part of the legal world. From this perspective, the goal of this article was, first, to ascertain to what extent legal texts in English may be considered in detachment from their users, insofar as they constitute instruments through which power is wielded. With that goal in mind, I used Hofstede's concept of 'power distance' to study the degree of imposition and authority in texts. This level, in my view, revealed the communicative aims of the different discursive communities: we discovered the degree to which there is a distancing of the ruler from the citizen and the legal message from its user in the ICCs, while this separation was not so blatant in the CMR and was less important in the LCIA.

The second research path taken in this study led to a consideration of the range of textual and engagement features that may be deployed by lawmakers to interact with the users of their texts. Hybrid documents such as the LCIA and the CMR are strongly expository and informative in nature, since they have to supply law-takers with the necessary information about the contingencies and exceptions governing the rights and duties conferred by them. Such 'friendly' prose is missing in an international document such as the ICCs, where the emphasis lies in the isolated cosmos of the insurance clauses. By applying the notions of metadiscourse markers and speech acts to the analysis of these three paradigmatic texts (the insurance policies of the London Institute of Underwriters at Lloyd's, the Rules issued by the London Court of international Arbitration and the Geneva Convention on the Contract for the International Carriage of Goods by Road) this study has tried to shed some light on the tension between persuasion and power distance in legal discourse in order to demonstrate, via all these means, that illocutionary forces of imposition and metadiscourse markers of persuasion are organized in each genre according to their genuine textual and pragmatic traits. Such traits are, in turn, rooted in the dynamics of the specialized communities that issue those genres.

Taken as a whole, my study set out to demonstrate that the communicative function of a given text changes from one legal community to another. Hence, the senders need to deploy varying distributions of power-distance markers and persuasive devices for the users of the law to be able to interpret and share the values propounded in those texts.

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