THE LAW REVIEW PAPER BETWEEN THE KINGDOM OF THE LAW AND THE REALMS OF ACADEMIA: A SYSTEMIC FUNCTIONAL ANALYSIS OF ADVERBIAL CLAUSES

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Abstract

Legal discourse has long been classified among those genres that defy generic changes the most (Gocić 2012). Recently, however, hybrid legal genres have been challenging this generic stability by imposing their own norms to coin a novel kind of 'legal culture' (Goźdź-Roszkowski 2011: 11). The law review article is a case in point for it combines both legal and academic standards of writing which make it "far richer in intertextuality and interdiscursivity" (Bhatia 2006: 6) than the traditional set of legal genres. This generic subversion can be traced in the lexico-grammatical choices made by the authors to turn their papers into influential legal sources rather than mere descriptions of the law. In this context, this study aspires to scrutinize the use of adverbial clauses as one specific lexico-grammatical choice in a corpus of 44 accredited law review papers with the aim of showing how this hybrid genre strives to evolve beyond the stagnation of what is termed 'language of the law'. Specifically, a Systemic Functional Linguistics analysis of the semantic, structural and thematic uses of these structures is conducted to demonstrate how the hybridity of contexts in a single genre can make for unprecedented generic breaches. The quantitative and qualitative analyses revealed an uneven distribution of adverbial patterns in favor of non-finite purpose and finite condition, concession and reason clauses. Additionally, the positional distribution of these patterns is manipulated whenever the need arises to hedge claims as a form of allegiance to the communal demands of the law and academia. These choices are found to comply with the authors' needs to balance both legal and academic rituals of writing while observing at the same time their personal needs to be highly acclaimed as legal scholars and to "publish or perish" (Christensen & Oseid 2008: 1).

Keywords

legal genres, generic stability, law review article, adverbial clauses, lexico-grammatical choices

1 Introduction

This study focuses on the recently growing generic instability in legal genres. It explores, in particular, the law review paper as an instance of alteration of the traditionally long-established legal norms. The bulk of studies on legal discourse have centered on the linguistic features that set legal genres apart as unique texts.

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Yet, a growing body of research is calling for a more focused view where genre is taken as a window on "the ways academic, professional and institutional contexts of legal discourse are accounted for by community and discipline-specific practices … influenced by cultural and other features" (Tessuto 2012: 2). Such a shift has been deemed necessary to keep up with the transformations brought by constantly evolving legal genres which are described as inter-textual and hybrid. To approach these genres, Tessuto (2012) argues that one needs to consider the variable that "the law sets in an increasingly globalized world" (ibid.: 3), which makes for dynamic rather than static legal genres.

One very striking instance of dynamism in legal discourse is manifested in academic law, especially the genre of law reviews. The latter displays colonization practices imported from the domain of academia. In other words, the inter-discursivity of law reviews commands the writers to conform "their research project … to a collaborative rather than obsequious, fawning knowledge engagement" (Tessuto 2012: 7) if they wish to publish their papers. "Interdisciplinary writers" are therefore left with the hard mission of reconstruing and reshaping the practices and values from both academic and legal settings in a way that complies with the "local purposes of [their] own culture framework" (Tessuto 2012: 3). Accordingly, this paper zooms in on this overlap of academic and professional domains to construe knowledge about the law in the context of a hybrid culture. For this purpose, the law review article – a genre so long neglected in academic and legal studies – is examined for its standardization and variation in relation to the existing legal tradition. The features of stability or variability are traced in the use of adverbial clauses as one type of lexico-grammatical choice made by legal drafters to accommodate themselves in the academic and professional domains of knowledge.

2 The law review paper

This section provides an overview of the genre of law review from multiple perspectives. It deals first with the different participants involved in its construction, its communicative purpose, and its rhetorical structure. Then, the different features that define law reviews as hybrid genres are outlined.

2.1 Nature and structure

Law Review papers are scholarly articles published in Law Reviews which are also called Law Journals, hence the exchangeable labels 'academic legal articles' and 'law review papers' (Volokh 2010: 230). It should be noted, at this point, that law review articles are often used as an umbrella term to refer to other types of academic legal writing (Lebovits 2006). Examples of these include case

notes, review essays, comments and discussions (Delgado 1986). This study, however, focuses exclusively on what Delgado (ibid.: 446) describes as the 'typical' article type which combines "both adversarial and objective elements" (Tepper 2008: 107) to analyze doctrines or laws that need to be revisited. This dual function further accentuates the hybridity of law review articles, which in turn warrants their selection as target genres for analysis in this study.

Apart from their hybridity, what is peculiar about law review papers is that their process of production and publication is different from "the standards of the academy" in other disciplines as noted by Volokh (2010: 230). First, law reviews accept submissions mostly from law professors, judges and other legal professionals who are considered "leading authorities" (Tepper 2008: 30). Law students, on the other hand, are invited to submit Case Notes and Comments rather than Articles as part of their credentials to become editors in law journals. Indeed, the second peculiarity of law reviews stems from their exceptional editing process which is done by law school students. The latter not only "proofread, revise, and cite-check … but also select which articles are published" (Volokh 2010: 230). This empowerment of students as editors and ultimately "gatekeepers" of legal scholarship is often described as "a distinctive feature of the legal academy" (Christensen & Oseid 2008: 1).

One more relevant particularity in law reviews is the way they are constructed which differs from standardized academic articles in other domains of knowledge (Breeze 2009). As a matter of fact, unlike the fixed IMRD structure typical of Research Articles (Swales 2004), legal academic papers are characterized by a "varying rhetorical organization" (Tessuto 2012: 12). The construal and drafting of an academic legal paper is, therefore, heavily dependent on the topic discussed and the way the writer sets out to build arguments to analyze the debated issue. Rather, more focus is put on the writing style, language and communicative purpose of the papers, which should be in conformity with the legal and academic norms as clarified in the following section.

2.2 Generic features of hybridity

Being produced in two different institutional settings – the law and academia – law review texts carry the imprints of distinct discourse communities whose members hold different cultural values (Breeze 2011). Thus, while drafting their papers, the writers need to respond to those community-specific commands which mirror "different conceptualizations of the world" (Orts Llopis 2009: 2). Indeed, to be appreciated and highly valued by each community, the articles produced should be influential both legally and academically. For this, "the discourses of university lawyers" are expected "to be woven between

the abstruse, archaic, technical language of the law, on the one hand, and the performances of adversarial or inquisitorial justice and positivist inquiry on the other" (Breeze 2009: 24). In other words, contradictory features of objectivity, rigor, authority, persuasiveness and argumentation need to blend smoothly to produce legal academic documents that are at the same time simple and complex, personal and impersonal and informative and argumentative. These features are explained more in the next section.

2.2.1 Archaism vs. simplicity

In most of the literature about academic legal writing (cf. Tepper 2008, Volokh 2010, Osbeck 2012, Kimble 2013), law texts drafted by academics are described as clear, precise and simple. Ironically, however, this entails the use of archaic language – termed 'legalese' – to capture the "appropriate legal scope of application of a statement or rule" (Candlin et al. 2002: 304). It should be noted in this regard that calls to reform 'legalese' and make it "more accessible to lay people" (Gadbin-George 2010: 41) have been voiced within the Plain Language Movement over the past 50 years. Proponents of Plain English suggested alternative techniques to maintain the clarity of the message such as the logical presentation of information in discourse (Lebovits 2006: 51). This technique seems to be very useful in legal texts with "didactic purposes" such as law reviews, which have shown more zealousness to respond to change compared to other legal genres (Williams 2011: 149).

Yet, notwithstanding the effectiveness of Plain English, legal academic texts must not be over-simplified in order not to undermine the authority and comprehensiveness of the law. As Bradford (1994) argues, loading the law review paper with "complex, jargon-filled prose shows the editor that you are a thoughtful, well-informed expert" (ibid.: 19). Opting out of legalese might lower the quality of the paper in terms of legal content since the editors are likely to question the writers' mastery of the basics of legal analysis.

2.2.2 Personality vs. impersonality

Aside from carrying hybrid stylistic and linguistic features, law review papers amalgamate dual functional and communicative purposes. In fact, originally and historically, law reviews came into existence primarily to serve only "educational purposes as they inform about issues of import as well as provide an efficient means of communication and a forum for discussion on those issues" (Vass 2004: 130). On the cline of legal genres, academic legal articles are often classified under 'descriptive', 'expository' and 'pedagogic' documents which occupy a mid-position between purely prescriptive genres (legislation)

and purely persuasive ones (briefs) (cf. Tiersma 1999, Bhatia 2006, Lisina 2013). This position allows them to be rich inter-textually as they draw on features from genres at both extremes of the cline. Their communicative purpose, thus, transcends informativity to reach argumentativeness.

Indeed, it has been attested through the years that law review papers gained considerable authority among the judiciary by forming a powerful 'scholarly tradition' which is viewed as "an effective instrument in curbing a willful jurist's attempt to impose personal views on the jurisprudence" (Ripple 2000: 433). It is, thus, thanks to their ability to persuade by criticizing the current state of affairs that law reviews climbed the ladder quickly from purely pedagogical tools relevant only in academic and educational contexts to prestigious legal sources cited willingly by jurists (Greenwood 2008).

All in all, for a law review paper to be craftily drafted and legally effective, it has to incorporate adversarial elements in addition to the objective and informative ones (Tepper 2008). The dual functionality of law reviews dictates that their authors "show the pros and cons of a law [and] suggest solutions to debated problems" while at the same time aiming "to learn, to teach, and to enrich their résumé" (Lebovits 2006: 64). In this vein, Vass (2004) warns of the "imminently predictive" scope of law review articles because they mostly engage in evaluating court decisions and predicting "their likely impact on future court cases, on public policy, and on society in general" (ibid.: 130). Such augury clashes severely with the determinacy and rigorousness of the law, and so it might discourage legal professionals from taking the paper as a reliable source of keeping abreast of new developments in legal theory.

What many authors do to avoid such skepticism and thwart any negative reactions is trying to balance the different yet complementary purposes of description and argumentation by depersonalizing their lexico-grammatical choices (Vass 2004: 138). In this study, it will be shown how both personalization and depersonalization are maintained through the use of adverbial clauses.

3 Lexico-grammatical features: Adverbial clauses

In most legal genres, though legal language is basically argumentative, "the linguistic means chosen might differ from what is usually understood as persuasive communication" and "persuasive elements should be blended with prescriptive expressions" (Salmi-Tolonen 2005: 60). In other words, the authors' linguistic choices should indicate the argumentativeness of the legal text while maintaining its authorial prescriptive nature. Accordingly, rather than focusing exclusively on typical interpersonal markers of persuasion in legal texts such as hedges and boosters (Hyland 2004), personal pronouns (Aull & Lancaster 2014)

and attitude markers (Hyland 2008), the present study attempts to investigate how the dialogical features of persuasion and informativity in law reviews can be embedded in lexico-grammatical tools which can function dually as personal and impersonal, hence the choice of adverbial clauses.

Indeed, as Haegeman (2004: 61) argues, "though they may share some properties", adverbial clauses can be realized in distinct types which bear different functions, making them functionally rich. Semantically speaking, adverbial clauses offer eight different meanings to express the various relations of time, place, manner, reason, purpose, result, condition and concession (Halliday & Matthiessen 2014). Each semantic relation can be further realized by finite or non-finite adverbial forms, thus widening the set of options available to the writers depending on the degree of explicitness they would like to vest into their messages (Halliday & Matthiessen 2014). Aside from this interconnectedness in terms of grammatical and semantic choices, there is a dialogic link between these two angles and the textual options provided by adverbial clauses. Thanks to their ability to move freely between thematic (initial) and rhematic (medial and final) positions within the sentence, adverbial clauses help construe different sequences in discourse, which serves the cohesive nature of academic and argumentative genres (Simon-Vandenbergen et al. 2003).

In this study, it will be shown how these different meanings, forms and positions that adverbial clauses can carry are invested to express the two-fold generic communicative needs of law review papers. In order to be able to understand the authors' choices in relation to these three dimensions, a sample of texts in which these choices are made is analyzed.

4 Corpus and analytic tools

This study follows a corpus-based methodology in order to check how much the creators of law review papers deviate from or comply with the rituals of legal writing. For this purpose, a total of 44 law review articles published in 2012 and totaling 502,260 words were sampled. To avoid mixing up different types of law review writings (see Section 2), only publications which feature under the heading "Articles" in the corpus journals were selected. The average length of the sampled texts is 11,155 words, ranging from 3,711 to 25,200 words per text. This remarkable difference in terms of number of words is due to the different journal policies and submission requirements of minimum and maximum word length.

Variation in terms of content, topics dealt with and journals chosen was also observed while sampling the corpus of papers so that validity and generalization could be ensured at a later stage. For the sake of representativeness, therefore, this study analyzes articles which revolve around distinct legal issues within

international law such as Human Rights, Immigration, Environmental Law, Terrorism and Nuclear Weapons. To extract these articles, eight different International Law Journals and Reviews are browsed which are *the American University International Law Review, Berkeley Journal of International Law, Eurory International Law Review, the European Journal of International Law, the Journal of International Law and Policy, Melbourne Journal of International Law, Pace International Law Review and Harvard International Law Review*. All of these journals are student-run, as in the tradition of law reviews described in 2.1 above, and they undergo the peer-reviewing process. These credentials are likely to ensure that the sampled articles have the same weight and importance.

Two phases of analysis were conducted to handle the data. The first one consists of the quantification of the different instances of adverbial clauses employed in the sampled papers. Automatic rather than manual quantitative tools were used to analyze the texts. Specifically, the UAM CorpusTool software (O'Donnell 2008) was used to extract and classify adverbial constructions into the three different realizations they can take. To do this, a scheme (see Figure 1) encompassing the different options of adverbial patterns was developed by the researcher relying on Halliday and Matthiessen's (2014) classification.

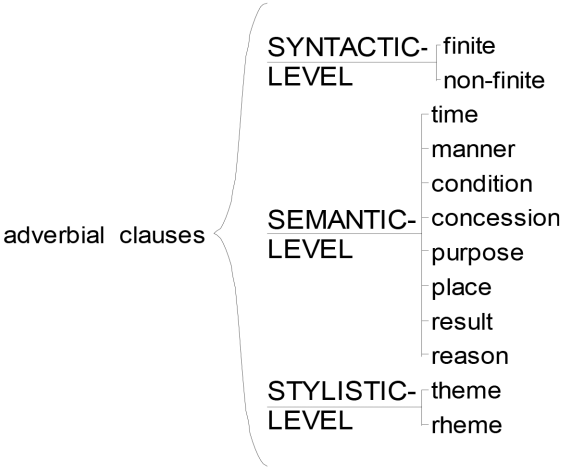

Figure 1: Annotation scheme of adverbial clauses (based on Halliday & Matthiessen 2014)

In the second phase, a qualitative analysis of the most frequent realizations of adverbial clauses was carried out to check if these frequencies are the imprints of legal or academic camps of knowledge.

5 Analysis and results

This section deals at first with the overall frequency of adverbial clauses in the analyzed papers. It then turns to the analysis of the syntactic, semantic and thematic distributions of the different adverbial patterns found in the corpus.

5.1 Frequency of adverbial clauses in law reviews

After the annotation process, the results related to the overall frequency of adverbial clauses in the totality of the analyzed law review papers are displayed in Table 1 together with comparable figures from the *Longman Grammar of Spoken and Written English* (LGSWE) Corpus (Biber et al. 2002).

Adverbial Clauses	Law Review Articles	LGSWE Corpus
Number of clauses	4,795	5,000
Number of words	53,550	67,000
Percentage in relation to number of words	11%	12%

Table 1: Frequency of adverbial clauses in law reviews and LGSWE corpus

In order to judge whether the frequency counts of adverbial clauses are significant in the corpus under analysis, the percentages in Table 1 are compared with previous research from the LGSWE large-scale corpus by Biber et al. (2002). Apart from revealing that the use of adverbial clauses has a global probability as it is frequent in most written registers, Biber et al. (2002: 357) conclude that these structures "are actually slightly more common … in academic prose". The academic genre under analysis is no exception as Table 1 reveals hardly any discrepancy in the occurrence of clausal adverbials in comparison to other academic genres.

Indeed, statistically speaking, the percentage of adverbial clauses identified in the analyzed sample of law reviews (11%) is almost identical to the one found in the LGSWE corpus (12%), signaling that the academic camp plays a significant role in triggering the lexico-grammatical choices in law review papers. However, it is equally proven (cf. Febrero 2003, Lehto 2012, Maci 2012) that these choices also abound in other legal genres, which renders adverbial clauses valuable to both academic and professional institutions. To understand the frequency of these structures in law reviews, a deeper layer of analysis of their different distributions is carried out in the second step of inquiry.

5.2 Distribution of adverbial patterns in law reviews

The combination of form and meaning yields 16 different patterns of adverbial clauses. The analysis reveals that they are unevenly distributed in the corpus as shown in Figure 2.

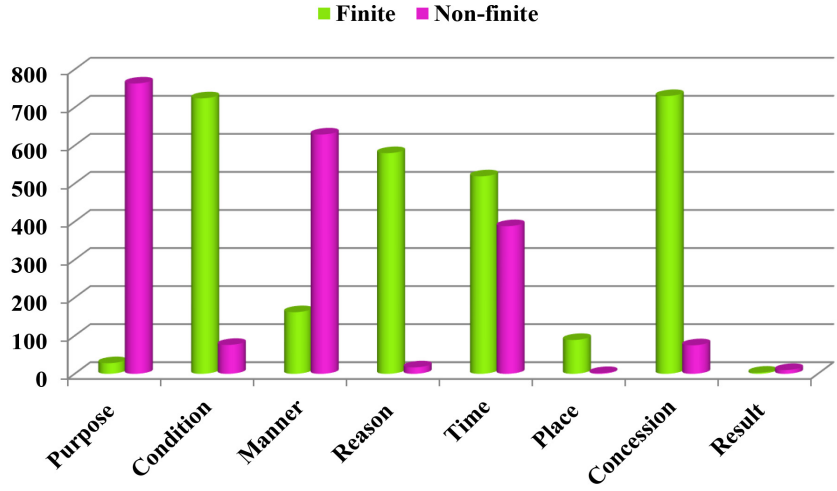

Figure 2: Structural/semantic distribution of adverbial clauses

The drafters of law review papers, as Figure 2 clarifies, seem to prefer encoding circumstantial material in particular structural and semantic types. Specifically, three main categories of clausal adverbial patterns can be identified based on the reported occurrences. The first category comprises non-finite purpose clauses which occupy the first position in terms of frequency (15.91%) together with finite concession (15.22%) and condition (15.09%) clauses which rank second and third respectively. As for the second category, it includes patterns which show medial frequencies such as non-finite manner (13%) and finite reason (12%) and time (10%) clauses. The least frequent realizations of adverbial clauses – result and place – form the third category with very low scores that do not surpass two per cent.

When compared to previous research on legal genres, these results display both divergences and convergences. For example, "the expression of a conditional relationship plays an important role in legal language" (Visconti 2000: 1) and so its abundance in the analyzed corpus is expected. On the other hand, other relations such as reason are reported to be scarce in legal professional texts which hold a

"certain prestige in society, so that the reasons for enacting laws do not have to be explained" (Lehto 2012: 14). When expressing causality is needed, Claridge and Walker (2018: 36) note that the legal language resorts to "condition-consequence rather than reason-consequence relationships". One more striking finding in this study relates to the commonness of concession clauses which almost tie with purpose clauses at the top of the ranking. Concession clauses have been reported to be rare in legal discourse (Wiredu 2016), the exceptions being judicial texts where argumentation is needed to close a case (cf. Szczyrbak 2009, Balgos 2017). This suggests that the interpersonal dimension in academic legal articles is what triggers their dominance in the analyzed legal genre.

Those preliminary findings seem to be in congruence with the hypothesis that both legal and academic values hold competing positions in the expression of thought within law review papers. To find more bases for this claim, each of the frequently used adverbial patterns is further analyzed qualitatively, taking the third textual dimension into account.

5.2.1 Non-finite purpose clauses

For an accurate understanding of the way non-finite purpose clauses function in law review papers, their positional distribution is counted and displayed in Figure 3.

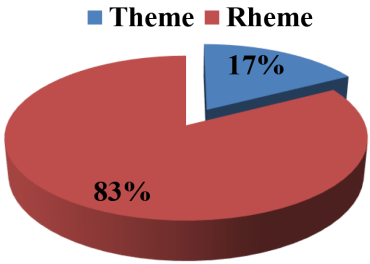

Figure 3: Positional distribution of non-finite purpose clauses

According to Figure 3, law review papers are abound with rhematic non-finite purposes, which testifies to their functional potential in building discourse in this legal text type. A closer look at their different uses in the analyzed corpus reveals that they function mostly to report the law as precisely and clearly as possible like in Examples (1) and (2):

(1) *State Parties would "take firm and stern measures* ***to combat transnational crime such as drug trafficking and trafficking of women and children, as well as other transnational crime.****"*

(2) *Article 24(2)(f) urges states parties to take appropriate measures* ***to "develop preventative health care, guidance for parents and family planning education and services.****"*

In the aforementioned examples, the non-finite purpose clauses follow the main clauses to provide additional details about the actions that the "states parties" need to undertake. Such discursive function resonates with Thompson's (1985) description of final purpose clauses as playing the "local role of stating the purpose for which the action named in the immediately preceding clause is performed" (ibid.: 55). Indeed, such uses occur mainly in rhematic position so that they can explain and clarify 'why' the preceding rule or action is supposed to be observed or undertaken. It is noteworthy, however, that most of the instances of rhematic purpose clauses detected in the corpus come in quotations, suggesting that the authors might be trying to remain faithful to the exact wording found in the official legal documents the paper revolves around. In other words, the pressure of dealing with binding legal matters renders the process of law transmission too delicate to the point of copying other legal texts' style, hence the inter-discursivity of law reviews.

The use of non-finite purpose clauses then seems to be an instance of compliance with the determinate, precise, authoritative and rigorous nature of the law which cannot be bypassed by the authors. At the same time, the final positioning of purpose clauses is a discourse-pragmatic strategy which also serves argumentative ends. In fact, even in cases when there is no direct citation from prescriptive texts, law review authors use their own wording to communicate the legal dictates but still keep the same adverbial structure which is backed by evidence from the exact article where it originally occurs as in Example (3).

(3) *Article 9(1) incorporates limits set forth in the 1996 Protocol to the Convention on the Limitation of Liability for Maritime Claims* ***in order to harmonize the Stockholm Annex with existing liability regimes****.*

Such prudence and minuteness in informing about the law is not only the product of adhering to the norms of legal writing but can also be a reflection of the knowledge-making process typical of academic interactions. The latter are based on a dual negotiation of meaning where "readers bring certain expectations of exactitude to a text and writers attempt to meet these" (Hyland 2004: 92). To explain more, for their legal statements to be accepted as true by the academic

community, the authors of law reviews attempt to "respond to [their] potential negatability" (ibid.: 13) through the rhetorical choice of final non-finite purpose clauses. This way, they are likely to communicate the legal content as factual information based on attested binding sources rather than on overstatements or mere claims which might be clouded by their own judgment.

It seems, following the investigation of postponed adverbial purpose clauses, that the high frequency of these constructions in law reviews is motivated by their double-functional status as carriers of legal as well as academic communicative purposes. Yet, used in this fashion, this adverbial pattern does not allow the authors to directly engage with the audience nor advance any claims, which is the second major communicative goal that academic papers need to accomplish. For the dual perspective in academic interactions to be observed, then, this informative and objective view needs to be filled out with an "interpersonal dimension" which is realized through the use of finite concession clauses (Hyland 2004: 15).

5.2.2 Finite concession clauses

The sampled corpus of academic legal articles is larded with finite concession clauses. These are also unevenly distributed stylistically just like their purpose counterparts as shown in Figure 4.

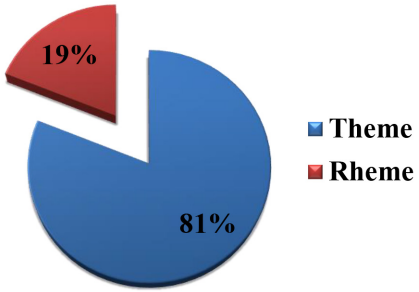

Figure 4: Positional distribution of finite concession clauses

Unlike the relation of purpose, the meaning of concession is exploited to the full when it is realized in the initial rather than the final position. Typically described as "a rhetorical figure in argumentation … conceding the adversary's point in order to strengthen one's position" (Szczyrbak 2009: 128), the concession clause represents a perfect fit to argumentative texts like law reviews. However, unlike previous studies where concession clauses are found to be either more common in final position (Biber et al. 1999) or only slightly

more frequent in initial position (Sellami-Baklouti 2014), these structures are remarkably more abundant (more than 80%) in the initial slot in the investigated legal genre. Deviating from the default choice in terms of textual organization might be regarded as an additional pragmatic strategy that further widens the options of argumentation in law review papers. Indeed, most of the thematized clauses "serve to set-up a local context in the discourse" (Halliday & Matthiessen 2014: 551) in light of which the main clause can be interpreted as illustrated by these excerpts:

(4) *As a result,* ***while Articles 34 and 48 of the ITU can help to develop felony statutes to deal with state-sponsored IW perpetrators****, they offer limited guidance in crafting a comprehensive legal framework to deal with state-sponsored cyber attacks.*

(5) ***Although the states' obligations under the ILO Convention 169 are potentially farreaching****, scholars have questioned the effectiveness of the Convention because only a small number of states have ratified it.*

These uses and the like in the corpus represent a cunning assessment of existing material. It is noticeable that all of the illustrative concessions relate to attested binding legal documents that the authors are attempting to criticize or denounce. Yet, viewing how these legal texts are highly regarded as powerful sources in the advancement of legal dictates, the academic authors seem to show enough cleverness to refrain from jumping to direct overruling while assessing their content. Rather, they acknowledge at first the worth and advantageous side of these international texts so that the alternatives they will propose later in their paper come as subsidiary propositions to fill a gap rather than definitive substitutions to defective laws.

Likewise, the fronted agnates of concession clauses are equally efficient when the authors are criticizing other colleagues' or researchers' claims. Contrary to the aforementioned uses, however, the clauses in Examples (6) and (7) help switch the writers' standpoint towards the beginning of the discourse. By so doing, the authors attempt to reorient the discourse towards specific information that they wish to foreground (Halliday & Matthiessen 2014: 551).

(6) ***Although … a child's circumstances depend on the circumstance of its procreation****, subject matter experts … do not seem to have considered whether a state party might partially fulfill its obligations.*

(7) ***While the identity and interests of nonstate actors as independent of the state are central****, the theory nonetheless focuses on getting states … to act in a certain way.*

Less coyness, humility and wariness in evaluation is detected in these extracts, pointing to the difference between the assessed entities. In fact, the writers here are dealing with previous literature on the currently discussed issue in the paper. This literature is presented by peer experts in the field whose advanced claims can be subjected to "this kind of feedback and … the possibility of permissible alternative readings" (Hyland 2004: 93) according to the rules of the academic community. Using concession clauses in this fashion can allow the authors to benefit from their original function of emphasizing "information which supports the position of a speaker/writer on the topic at hand and, simultaneously [extenuating] the importance of conflicting information which may not support his/her position" (Wiechmann & Kerz 2013: 3).

5.2.3 Finite condition clauses

While not far from non-finite purpose and finite concession clauses in terms of frequency, finite condition clauses show a different theme-rheme sequence from them.

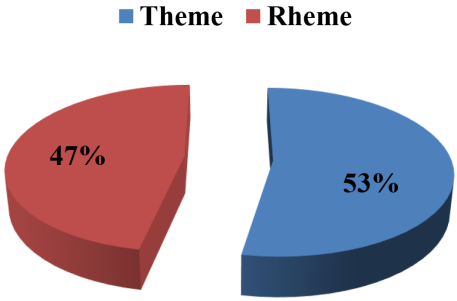

Figure 5: Positional distribution of finite condition clauses

Rather than opting for a specific textual ordering, condition clauses show more balance between thematic and rhematic conditional uses of adverbial clauses. Indeed, whereas the theme position is more favored for it is universally accepted to be the unmarked option (cf. Ford & Thompson 1986, Lavid 1998, Lee 2001), the rheme position occupies a decent percentage that is lower only by a six per cent margin. The reason why the distribution is almost equal can be attributed to the efficiency of clausal conditionals in realizing both legal and academic communicative ends once their positioning changes.

Starting with the rhematic conditions, their analysis reveals that they sustain the clarificatory function conveyed by non-finite purpose clauses by virtue

of introducing "a limitation ('restriction') on the general validity of the main clause" (Visconti 2000: 2).

(8) *According to the Restatement (Third) of the Foreign Relations Law of the United States, an international agreement entered into by the United States will not be selfexecuting: (a)* ***if the agreement manifests an intention that it shall not become effective****; (b)* ***if the Senate in giving consent to a treaty … requires implementation legislation;*** *(c)* ***if implementation legislation is constitutionally required****.*

The enumeration of the conditions in Example (8) is meant to explain and outline in detail the circumstances under which the legal rule stated in the main clause is valid. In other words, the process of reporting in law review papers is accompanied with an emulative stylistic technique that mimics the way laws are stipulated in legislative texts so that the authors can safely evaluate or criticize what has been reported faithfully.

Contrary to those uses are the thematic ones which rather "re-orient the development" towards a new "point of departure for the dominant clause" (Halliday & Mattiessen 2014: 551), thus making room to accommodate the authors' stance about the law after transmitting it successfully.

(9) *The two-step approach directs courts to address domestic treaty implementation issues by abandoning ...* ***If one views self-execution doctrine through the lens of the two-step approach****, then a broad range of constitutional treaty issues comes into sharper focus.*

The authors in Example (9) seem to be leading the readers gradually to a logical conclusion which justifies their adoption of a particular approach in their analysis of the issue. The condition clause comes as old information that is built on previous discourse to prepare the readers to receive the new information which holds the writers' judgment. The latter is argumentatively well-backed by accumulated evidence from shared background knowledge with the receivers and so it is presented as a "smooth transition of information flow" (Lee 2001: 484) and a "starting point" of reference (Downing 2015: 218). Fronting condition clauses, thus, represents the authors' ticket towards framing "their statements in ways that establish rapport with their audience and establish a degree of deference to the understandings of the community" (Hyland 2004: 93).

5.2.4 Non-finite manner clauses

The statistics pane in the UAM CorpusTool shows that there is a disproportion in the thematic ordering of non-finite manner clauses in favor of the rhematic spot.

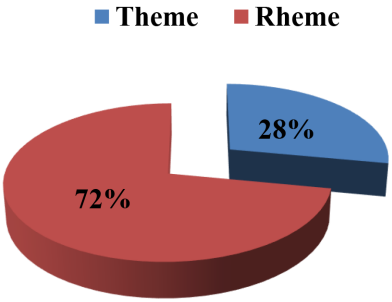

Figure 6: Positional distribution of non-finite manner clauses

Most of the postponed uses of manner clauses point to their argumentative role either in justifying the authors' claims (10) or in assessing other legal material (11):

(10) *... a compromise position may be found* ***by examining the Common Heritage of Mankind ("CHM") principle****.*

(11) *... the regime breaches those same aspects ..., principally* ***by failing to provide for an effective mechanism of review****.*

When rhematized, the non-finite manner clause in Example (10) helps the writers justify their choices in terms of discourse development. It is a way of engaging with the readers to argue for the meritoriousness of their approach in dealing with the discussed issue. Indeed, by explaining why a specific section should be included in the paper, the authors seem to show respect to the discourse community as their arguments are developed following a logical progression of thought and a pre-determined plan rather than a whimsical attitude. This reader-oriented concern is further displayed in Example (11) where the manner clause is used as a justificatory tool too. As previously noted in Section 2.2.2, law review papers are typically premonitory and so they should circumvent negative response to their prognosticative statements. To do so, the authors situate their evaluation at the beginning of discourse and they follow it with the manner clause which backs it with reasonable justifications.

5.2.5 Finite reason clauses

Not only do clausal finite reasons share the same distribution as manner relations but they also work as justificatory tools like them. As advocated by Halliday and Mattiessen (2014: 675), a causal dependent clause is not "accessible to negotiation; it has to be accepted without argument".

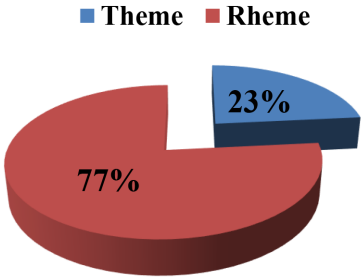

Figure 7: Positional distribution of finite reason clauses

Most of the detected reason clauses in the corpus take the final placement because they are used to substantiate the authors' stance in the matrix clauses.

(12) *All these conclusions are erroneous, anachronistic, and misleading. They are erroneous* ***because they selectively draw on a very limited number of quotes from the case at hand****. They are anachronistic* ***because they rely on a case pre-dating the entrance into force of the Convention Against Torture*** *... The conclusions are misleading because they rest upon a non-applicable definition of international law.*

(13) *This is significant* ***because under customary international law…, universal jurisdiction is permissive, rather than mandatory****.*

Whether demolishing other peers' theories and conclusions Example (12) or boosting their own Example (13), law review drafters seem to be aware that "claim-making is a risky practice because it often contradicts existing literature or challenges the assumptions underlying the research of one's readers" (Hyland 2004: 93). For this reason, they carefully indulge in a direct "prudent rhetorical move" by accumulating reasons to convince the readers that their "statement is based on plausible reasoning rather than certain knowledge" (Hyland 2004: 92). It can be concluded then that the frequency and use of finite reason clauses in academic legal articles are motivated by purely academic purposes rather than legal ones.

5.2.6 Finite time clauses

Just like finite reasons, clausal temporal relations occupy mostly the rheme position as shown in Figure 8. Yet, unlike them, they do not exclusively function as argumentative instruments but rather help sketch an accurate vision of the law in relation to history.

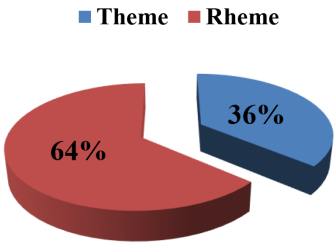

Figure 8: Positional distribution of finite time clauses

The first notable use of post-posed time clauses stresses once again how the writers of law reviews are shackled by the time-honored legal ropes of advancing knowledge about the law. While dealing with how the law has been developed or when it applies, the academic papers include precise dates using definite tenses in time clauses as in these extracts:

(14) *The accused, James Keegstra, was a high school teacher from the early 1970s* ***until he was removed from his job in 1982****.*

(15) *The BWC has unlimited duration and allows withdrawal* ***when a state party "decides that extraordinary events … have jeopardized the supreme interests of its country"****.*

The liability of finite time clauses to frame the actions as past realizations with different nuanced temporal binders (*until*, *when*) makes them perfect instruments to relay historical records of former events and thus report the law accurately and minutely. Furthermore, time clauses are exploited as conditional frames which circumstantiate all the possible situations under which only the law comes into force.

Notwithstanding this zealousness and perseverance in staying faithful to the constraints of knowledge-making in the legal discipline, the second use of time clauses – while not as prevalent as the first one – proves that the norms of the academy are as much esteemed by law review writers.

(16) *Schabas is on extremely shaky ground* ***when he equates "on grounds of" with "hatred of the group"****.*

(17) *Even a small failure rate can be disastrous* ***when one considers that millions of submunitions have been released during various armed conflicts****.*

The temporal clauses in these examples seem to be employed as protective shields against any unfavorable reception of the authors' evaluative claims. The attitudinal pejorative adjectives *shaky* and *disastrous* in the main clauses are purely judgmental. Time clauses, thus, can help attenuate their intensity and bluntness by limiting the temporal frame under which the authors' assessment is true. In other words, the criticism is applied only to a particular aspect of the evaluated entity.

6 Discussion and implications

Following the analysis of the above-discussed uses of adverbial clausal patterns in the corpus of law review papers, it has been shown that the authors' lexico-grammatical choices are "constrained by the nature of what they want to say/write" (Freddi 2013: 58). The 'what' in this case relates to a hybrid register of both legal and academic camps of knowledge. Indeed, these hybrid choices confirm the raised claims addressed in the introduction (see Section 1) which stipulate that hybridity and generic instability in law reviews can be traced in the use of adverbial clauses. Empirically, more than one finding supports this conclusion.

First, quantitatively speaking, the statistics revealed that the top two common types of adverbial clauses are not purely informative (non-finite purpose) nor are they purely argumentative (finite concession). More than that, some other frequently used adverbial patterns such as finite condition clauses prove that law review authors are faithful to the 'statutory language' of the law which helps maintain "an objective and impartial provision of the rules" (Maci 2012: 42). Yet, the use of equally abundant patterns such as finite reason clauses, which are typically avoided in legal texts, suggests that other non-legal concerns such as evaluating legal practices and getting the paper to be published above all else are also of paramount importance in law reviews.

Second, most generic features of hybridity (see Section 2.2) in law reviews have been additionally transmitted through the careful selection of the thematic positioning of adverbial patterns. In fact, the quantitative and qualitative analyses of both thematic and rhematic uses of adverbial clauses indicate that their function varies from informing about the law to criticizing it depending on the authors' communicative needs. This is apparent mainly in keeping the unmarked

rhematic order for non-finite purpose and finite time clauses because it allows for the clear and detailed reporting of the law. Likewise, the postposed realizations of non-finite manner and finite reason clauses are frequent as they help the authors argue for their claims without being overtly pretentious. On the other hand, law review authors reorient the discourse towards the thematic spot with finite concession clauses when they need to be firmly persuasive about their criticisms and advanced claims, which is a feature of academic texts rather than legal ones. The positional shifting from initial to final placement of these adverbial patterns ensures the equal dissemination of both legal and academic cultures.

These findings put in focus the dual functional potential of the totality of clausal adverbials, which has been rarely scrutinized in recent research on academic law. Contrary to the studies which spotlighted the argumentative side of peculiar adverbial relations such as concession clauses (Szczyrbak 2009, Balgos 2017) or focused on other typical interpersonal markers such as evaluative adjectives and adverbs (Breeze 2011), this piece of research has spotted the persuasive angle in adverbial clauses. This paper, thus, builds on Tse and Hyland's (2010: 1880) study which departed from exhausting "word-level features" in academic research to dig deeper into the under-explored "evaluative potential of clause-level resources". This work encourages and opens the door for further research in this area.

Added to the aforementioned theoretical implications, the results of this study may be of significance and interest to academic legal scholars involved in the pedagogic legal tradition. Instead of pressuring law review writers to impress the editors by "challenging established tradition in an outrageous, counterfactual way" (Bradford 1994: 16), teachers in the field of English for Academic Legal Purposes should adjust their practices to boost their students' academic legal skills. The three-dimensional side of adverbial constructions and their functional merits in disseminating academic legal knowledge can be part of the curriculum. Doing so is likely to train current law students as well as future legal professionals to make use of the available linguistic resources to evaluate and draft their papers effectively.

7 Conclusion

This paper has attempted to prove that the notion of generic stability in legal texts is being increasingly challenged by the competing contextual frames under which those texts are produced. It has specifically focused on the genre of law reviews whose hybridity already dismisses any chances of static abiding by the rules of the legal community. The main purpose has been to show how the academic side of this legal genre influences the authors' linguistic choices

in relation to the use of adverbial clauses. The findings have indeed confirmed that reaching the communicative ends of informing about the law on the one hand and evaluating it on the other has been carried out by selecting adverbial realizations which balance the objectivity of the law with the interpersonality of academic discourse. Specifically, it has been revealed that whereas some adverbial relations such as non-finite purpose and finite condition are frequently employed in law reviews to help maintain the basic features of legal writing, other adverbial realizations like concession and reason are equally abundant and they work rather in favor of construing knowledge argumentatively.

Furthermore, the generic restraints from the discipline of law and academia have been noted to cripple to the maximum the authors' endeavors for personal gains. For example, advancing claims and opinions has been found to be always hedged by manipulating the position of adverbial clauses which are rhematized in most of the cases to back the authors' judgments. This finding confirms Bhatia's (1993: 14) assertion that "in order to achieve special effects or private intentions", specialists can make use of the conventions of a particular genre but they "cannot break away from such constraints completely without being noticeably odd" (ibid.). In the studied genre, the legal scholars seem to display a clear awareness of this agreed-upon code, which proves that no matter how tempted they are to flout the social norms of the legal and academic communities, they cannot completely break free from them. For this awareness to be transmitted to law students who are still finding their way through the intricacies of academic legal drafting, further research on exploring the lexico-grammatical features of law review papers is needed.

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