Obstacles to Legal Communication

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1. Introduction

Since communication is the goal that lies behind our use of language, I think that it deserves to be addressed as a key issue. The aim of the present paper is to investigate the various forms of interference that occur in legal communication. Because the field of law is undeniably sensitive, as our sort and interests hang by it, legal communication should be conducted clearly and efficiently. The paper shows, however, that the reality in various legal circles and settings is far from this.

2. What is Legal Communication?

It is commonly agreed that language is mostly used for the purpose of communication. Because our life is so complex, different sorts of communication take place, and the most plain and lived one is daily or conversational communication. Daily communication is plain because we can clearly recognise it and lived because our social relationships by nature rely on it for their very existence. However, there are specific situations that require a specialised form of communication, which, I believe, is more formal than common parlance.

Law is a social phenomenon whose main purpose is to organise life in societies and regulate relationships arising

between persons: natural persons, legal persons, entities, etc. Law is a special field because not all people know it as a science, nor can they practise it as a profession or administer justice owing to a lack of capacity to do so.

Though all legal linguists, lawyers, and translation theorists agree that lawyer-to-lawyer communication lies at the heart of legal communication, their stance about lawyer-to-non-lawyer communication has been mixed. In her famous work on legal translation, Susan Sarcevic (1997) restricts legal communication in the translation context to those situations in which both the addresser and the addressee are both specialists, i.e. lawyers. I do agree with Heikki-Matilla (2006) and Deborah Cao (2007) that legal communication also involves situations where one of the participants in the legal process is not a lawyer. While in a specialised legal setting we may imagine a lawyer addressing a judge, in other legal settings in which specialisation is somehow lacking we can imagine a client sending a correspondence to his lawyer or a notary public giving a layman some legal advice. The legal discourse used in the two situations is by no means the same. As Deborah Cao (2007) correctly notes, legal communication is communication which takes place in various legal settings.

For legal communication to take place, there must be, like in any other form of communication, an addresser (the producer of the message), an addressee (the receiver of the message), a message, and a medium.

Enacted by the legislature, a statute aims to affect the life of the whole population, or at least some layers of that population. The producers of statutes are the lawmakers. According to Sarcevic (1997), the lawmakers include not only members of parliament, but also those teams specialised in legislative drafting, usually known as legislative counsels, and government ministers through the bills they introduce. Although the statute is intended, as I have already mentioned, to affect the life of the population (i.e. citizens) by creating obligations, conferring rights, and imposing sanctions on law offenders, the direct addressees of the statutes according to Legault (1979) and Sarcevic (1997) are judges, “Le droit pose des normes qui s’adressent premièrement aux juges” (Legault 1979 :21). While judges read a statute for the purpose of interpreting and applying it, citizens may read it or have it read (because they often find it hard to read it themselves and understand it) to learn about their rights and obligations and know what they may do (permissions and authorisations) and what they may not (prohibitions). As can be clearly seen, communication between the lawmaker and the judge takes place between two lawyers, and communication between the lawmaker and the public at large takes place between a lawyer and non–lawyers. A judgement rendered by a judge may order the police or one or more parties to the case to abide by the prescriptive content of the judgement. While both the judge and the policeman are officers of the law, the parties to the case are often not. An encyclopaedia of law, though largely descriptive as it does not

posit any binding norms or give orders vested with the force of law, is produced by law specialists and may be read by lawyers, law students, and laypeople alike.

While the message of a statute or a code is a set of binding rules resulting, when combined with the message of other statutes and codes, in an entire legal system with its own institutions, concepts, and facts, the message of a contract is a set of terms and conditions that regulate the duties and obligations of the contracting parties, giving rise to contractual liability. Besides prescribing the sentence, the message of a judgment also explains in some of its sections the facts of the case and how the court has reached the issued sentence (legal reasoning). Asking for and supplying legal advice and counselling constitute often the message of correspondence between a lawyer and his clients.

As far as the medium of communication is concerned, statutes, international treaties and conventions, judgement, administrative and judicial decisions, and important contracts are laid down in writing. Depositions (a kind of testimony collected outside the court) and testimonies in court are delivered orally though they are sometimes tape-recorded or put down in a record to serve later as evidence or reference when needed. Buying a bus ticket is, from the legal point of view, a sale contract that does not amount to writing.

We can, thus, conclude that legal communication involves some participants, lawyers and non-lawyers alike, transmitting legal messages (statutes, treaties and conventions, contracts and

agreements, regulations, judgements, and administrative decisions), messages related to the law (correspondence in different legal settings), or messages about the law (scholarly works such as law encyclopaedias) either orally or in writing. In all such various situations, legal communication relies primarily on language. The language of law is the vehicle of such communication. It is thanks to this language that government can convey its legislative and regulative message to citizens and that the latter become acquainted with the content of various legal instruments. However, there are many obstacles to such genial achievement. In fact, some of these obstacles are not much different from those appearing in all human communication. The following section, which constitutes the core of my present paper, will expose the different kinds of obstacles that hamper legal communication.

3. Legal communication hampered

The problems into which communication often runs are known in communication theory as *interference* (Heikki-Mattila 2006: 34). In legal settings, such interference may include, among other factors, procedural and technical obstacles, impairment of information, and negative attitude/position of participants.

3.1 Procedural and technical obstacles

Procedural and technical obstacles are not due to language use; rather, they are due to extralinguistic factors. When a

message is not sent to the appropriate receiver, legal communication does not take place (e.g. when an application is sent to an authority lacking *ratione materiae* competence or when a case is filed with a judicial body that is territorially incompetent to hear the case). Obviously, in both examples, the sender, because he does not properly know the procedure, fails to address the right person, missing the goals of communication. In other cases, even when the message is sent to the right person, communication still fails, as when, for instance, a subpoena is delayed too long in transmission and served on the defendant after the deadline. In such a situation, the summoned person can not successfully respond because the trial has already taken place in his absence, and a judgement by default maybe has been rendered against him. Similarly, in many jurisdictions, the failure of the claimant to observe the conditions set for the drafting of some documents can also result in impaired communication. For instance, The Algerian Code of Civil and Administrative Procedure requires for the drafting of an action originating motion the inclusion of, among other information, the names and domiciles of the claimant and the defendant, that of the jurisdiction before which the case is to be filed, a summary of facts and requests, etc.

المادة 14 : يجب بأن تتضمن عريضة افتتاح الدعوى، تحت طائلة عدم قبولها شكلا، البيانات الآتية:

1- الجهة القضائية التي ترفع أمامها الدعوى،

2- اسم ولقب المدعي وموطنه،

3- اسم ولقب المدعى عليه، فإن لم يكن له موطن معلوم، فآخر موطن له،

4- الإشارة إلى تسمية وطبيعة الشخص المعنوي، ومقره الاجتماعي وصفة ممثله القانوني أو الاتفاقي،

5- عرضا موجزا للوقائع والطلبات والوسائل التي تؤسس عليها الدعوى،

6- الإشارة عند الاقتضاء، إلى المستندات والوثائق المؤيدة للدعوى.

(The Algerian Code of Civil and Administrative Procedure, Book I, Title I, Chapter 2, Article 14)

The Algerian legislator in the above article sets clear that the failure to include the required information in the motion results in its rejection in form. Such failure on the part of the requesting party is due purely to procedural measures, not to substance. Aware that some laypeople would probably fail to meet such procedural conditions, the Algerian judiciary now provides in courts clerks to assist people in the drafting of such a motion.

3.2. Impairment of information

It happens sometimes that the information contained in a message incurs a sort of diminution or impairment, leading to varying degrees of information loss. Depending on the situational factors surrounding the communication process, the message to be received may either be incomplete, close, ambiguous, vague, redundant, or gets mutated while it is in transit.

3.2.1. Incomplete message

In legal linguistics, known also as *jurilinguistics*, an incomplete message refers to a message that has not been delivered in full due to one cause or another. For example, it

happens sometimes that the statements made by a witness are imperfectly recorded in case files or court minutes. Since some trial procedures are fairly long, some courts rely on documents that have been prepared during different stages of the proceedings. In some countries, when the case goes to a higher court for appeal, such courts may demand to re-hear the witness again. The time gap between the first trial and the appeal may be so long that the witness's recall of the events and facts dwindles dramatically. The witness's later testimony might lack some information that he could have disclosed if his memory had been still fresh. The problem with tape-recorded testimonies might be the fact that tapes get damaged over time, deleting either the full or only part of the message. It is recommended here to reproduce the content of the tape on a regular basis to make sure the evidence supplied in the tape is not lost and the content is still intact and intelligible. Remarkably, these cited hindering communication problems can be put down to procedural and technical constraints. But to be precise, unlike those situations referred to in the section of procedural and technical obstacles, the result here is usually information that has not been fully received, not information that has not been received at all.

3.2.2. Closed message

Legal language is renowned for its being closed or hermetic. In other words, it is often difficult for non-lawyers to understand the legal jargon of lawyers. The legal jargon of lawyers is

sometimes dubbed *legalese* or *lawyerism*. Since the receiver finds the content of the message unintelligible, communication often fails. Consider the following remarks by Heikki–Mattila about difficult–to–read messages, “A legal message is sometimes formulated in such a complex way that a lay individual can hardly understand it” (2006: 35).

The *legalese* of many European languages also makes use of foreign words, notably Latin ones, which are alien to large numbers of citizens. Not only is the language of many legal instruments difficult to understand, but also the character of law itself stands as an additional constraint. Law is abstract and the way legal argumentation is conducted and legal rules are formulated is something that lies beyond the conception and comprehension of laypeople. Well aware of this fact, Many English–speaking countries have made attempts to simplify legal English under what is famously known as the *Plain English Movement*. For instance, some Latin terms and phrases, such as *in camera*, *writ*, and *ex parte* that used to appear abundantly in many legal instruments have now been substituted with the English equivalents *in private*, *claim form*, and *without notice* respectively. Though such substitutions aim to render legal English more accessible to the public, the campaign against entrenched *lawyerism* in the Anglo–American world has still a long way to go. At the supranational level, the European Union has been attempting recently to reach all European citizens via its centralised legislative system. Regulations and directives, which

constitute the bulk of the European Parliament's legislative tasks, are translated into all official languages of the member states, with the aim of ensuring legal protection to all Europeans. However, not all Europeans feel they are concerned with such a message, because as Heikki-Mattila correctly notes, "It is not easy to reconcile the requirements of the exercise of centralised power and the principle of legal communication close to the citizens" (2006: 35).

3.2.3. Ambiguous message

Since most of vocabulary words are polysemous and structures within sentences often overlap, it is quite natural that some texts allow two interpretations or more. The receivers of a text have to establish the meaning intended by the producer of the text, relying on their linguistic and extralinguistic competence or resorting to other sources when necessary. Failing to retrieve the intended meaning is tantamount to failing to communicate:

One of the major causes of failures of communication (is) that words have.
more than one meaning. This characteristic of words is called ambiguity.
Ambiguity is responsible for many unnecessary disagreements. (Ruby 1972:29)

It is worth mentioning that many legal terms are polysemic, and thus may lead to high rates of ambiguity. According to Gémar (1995), legal language is full of terms that appear to be ordinary words in common parlance, but that turn out to be terms with a specialised legal meaning when used in a particular legal context. While *brief* is an adjective in ordinary English meaning *short*, it is a noun in legal English referring to a sort of document used in the judicial sphere. In fact, I believe that many other legal terms have different specialised meanings in the field of law alone. The term *attorney* can refer to a lawyer defending you in court, to someone representing you and acting on your behalf in legal matters (this representative is not necessarily a lawyer; it can be your brother, friend or colleague), and also to the head of the Department of Justice in the United States and the principal law officer of the Crown in the United Kingdom when the term is pre-modified by the adjective *General*. (See also Mellinkoff, 1963; and Didier, 1990)

In some cases, though the words are not polysemic or homonymous, the message may still remain ambiguous. This is due to overlapped structures resulting from prepositional phrases' attachment, improper subordination, and dangling modifiers. Let us consider the following examples:

1. The architect shall issue certificates for the structures listed in the schedule.
2. The architect shall issue a certificate for the structures listed in the schedule.

3. The architect shall issue a certificate for each structure listed in the schedule.

Example 1 is ambiguous because it is unclear whether the architect has to issue one certificate for the structures listed in the schedule, one certificate for each structure listed in the schedule, or many certificates for each structure listed in the schedule (three possible interpretations). Example 2 is similarly ambiguous, but to a lesser degree. While we know that the architect has to issue only one certificate, we do not know, however, whether the issuance of such a certificate is done for each structure listed in the schedule or for all the structures listed in the schedule (two possible interpretations). Both examples fail to address the receiver properly because they leave him uncertain about the meaning while giving him impaired information. Example 3 is unambiguous, for it is clear that the architect has to issue one certificate for each structure listed in the schedule.

According to Deborah Cao (2007), though some law versions are clear by themselves, they turn out to be ambiguous when compared with other versions of the same law. Cao refers here to those bilingual and multilingual legal instruments. This applies to international treaties and conventions, which are usually published in several versions, all deemed to be equally authentic. This means that all the versions can be used by courts for the purpose of interpretation and dispute resolution. The same can be said of the European Union directives and regulations, which appear in

the official languages of the member states, and of municipal laws in bilingual countries (e.g. Canada with its two official languages English and French) and multilingual countries (Switzerland, with its three official languages German, French, and Italian). Cao calls such a phenomenon *interlingual ambiguity*, that is, ambiguity that appears only when the different versions of the same instrument are confronted with each other. She cites an example of such ambiguity from a European Union Directive, where the taxable merchant is defined:

As a taxable person who, in the course of economic activity, purchases or
acquires for the purposes of his undertaking, or imports with a view to resale
second-hand goods. (Sixth Directive 77/388/EEC, Qtd in Cao 2007: 78)

According to the English above, the modifying phrase *with a view to resale* appears to modify only the verb *imports*. If, however, we looked at other versions we would otherwise understand that the verbs *purchases* and *acquires* are also modified. Evidently, such inconsistencies in the versions prevent the uniform interpretation of the legal instrument in question because the information contained in the versions is not the same. One can speak here of a failure to communicate precisely the same message in more than one language.

Vague message

While ambiguous words are those having clearly distinguishable meanings, vague words have only one meaning with borderline cases. In other words, the application of a vague word may be quite clear in some situations, but not in others. Such blurred situations about which we can not easily decide whether they are covered by the vague word or not are known as *borderline cases* (The Linguistics Encyclopedia 1991). According to Ruby, a vague word is one "that has an understood sense but we are not sure about the extent of its application" (1972:38). Perhaps Williamson's definition explains more clearly Ruby's because it gives a comprehensible example:

An expression or concept is vague if and only if it has borderline cases,
that is, actual or potential cases in which it neither clearly applies
nor clearly fails to apply. For example, a borderline case for the term
'tall' is someone who is neither clearly tall nor clearly not tall. Even
when one can see the person in question without difficulty, one cannot
decide whether the term 'tall' applies– or perhaps one decides it one way

while other speakers equally familiar with English and with an equally
good view of the person decide it the other way. (Williamson 2001:61)

In this respect, Azar (2007) mentions, as an example, the term *vehicle* which appeared in an Israeli act called Act of Compensation for Road-Accident Victims. According to one of the Act's articles, the term is defined as:

A *rexev memo* or a *rexev* (is) a rexev propelled by mechanical force, including motorcycle with a side-bar, three- wheel motorcycle,bicycle and three-wheel bicycle with an auxiliary motor, andincluding vehicle towed or supported by a motor vehicle.(in Azar 2007:132; translated from Hebrew by Azar himself)

The term *vehicle* is vague because one can include or exclude from it other means of transportation that have not been mentioned in the article. According to Azar, the Israeli judges regarded trains and locomotives as vehicles. Those means that are not propelled by mechanical force are normally excluded from the definition, and hence, the term *vehicle* does not apply to them. Still, other judges could argue that the term vehicle applies only to those means mentioned in the text of the article, excluding thus even trains and locomotives. Such vagueness results thus in a

failure to convey the intention of the legislator to all judges in the same manner, and since they find enough room to manipulate language, they may use their discretion in interpreting the borderline case of the vague term. Clearly, it is not because we have not understood the meaning of the term that we have failed to receive the message of the producer properly, but because in borderline cases it is difficult to say whether such a term applies to a certain concept, object, or fact or not. Remarkably, Azar (2007) has found out that Israeli judges have a tendency in their interpretation of statutes to transform ambiguity into vagueness; that is, though the term or expression has apparently clearly distinguishable meanings, judges look at it as if it were vague. The reason why judges do so, according to Azar, is that the unclear borders of the semantic area of the vague term give judges more freedom to interpret it at their own discretion.

Redundant message

The language of law is redundant. This is due to many factors. In setting provisions and formulating rules, the legislator attempts to predict all possible situations that may occur and provide for them via a propositional content (i.e. the content which enumerate the cases, situations and conditions that are required for the application of the legal rule) and a provisional content (i.e. the content containing the applicable legal statement). Because the cases, situations and conditions are usually numerous, the legislator is faced up with a tough choice: to include long lists of

items and to use complex forms of subordination, especially conditionals, and modification by prepositional phrases. The result of such a common practice is that you get tired when you read the text because the message is not straightforward. Though communication takes place in the end, its flow is minimised, sometimes dramatically.

Redundancy in some legal languages has a historical origin. After the Norman Conquest in 1066, England had French as its official language of the court for centuries. Some of *Law French* (the French that was used in English courts) is still present in Legal English. Many doublets and triplets, such as *terms and conditions*; *nominate, constitute, and appoint*; and *give, devise, and bequest* contain at least one word of French origin that is placed near its English equivalent. The reason why English courts kept such French terms in legal use is that they were afraid that the abrupt change from French to English might deform the meaning of concepts and facts. While the courts had their reasons in doing so, they were unaware that they were making of legal English a redundant language. Many readers in the Anglo-American world complain about the use of words that add nothing to the meaning in legal instruments, saying for instance, that the use of the verb *appoint* would suffice without the need for the verbs *nominate* and *constitute*. Other forms of redundancy are rampant in many English legal instruments. Consider the following examples taken from a lease agreement and a will respectively:

Landlord hereby leases the leased premises to Tenant,
and Tenant hereby leases the same from Landlord.

"I give, devise and bequeath all of rest, residue
and remainder of my property which I may own
at the time of my death, real persona and mixed,
of whatsoever kind, including all property which
I may acquire or to which I may become entitled
after the execution of this will, in equal shares,
absolutely and forever to ARCHIE HOOVER,
LUCY HOOVER, his wife, and ARCHIBALD
HOOVER, per capita, to any of them living
ninety (90) days after my death"

In the first example, the second clause adds no additional meaning to the agreement and could have been left out without causing any trouble. In the second example, too many details hamper the understanding of the instrument without really imposing obligations, conferring rights, or creating facts, and the drafter could have said simply:

I give the rest of my estate in equal shares
to Archie Hoover, Lucy Hoover and
Archibald Hoover, assuming they survive
me by at least 90 days

Besides the fact that such long strings of sentences "tire(s) the reader and makes it difficult to follow the author's reasoning" (Heikki-Mattila 2006:38), they, far from helping to convey the message smoothly, slacken the communication process.

According to Heikki-Mattila, language rituals, be they oral or in writing, "constitute a kind of noise" (2006:38). The stylistic ideal fashion in some European societies marked some international law documents with which ritual expressions, such as the parties' assurance of good will in line with diplomatic tradition, are usually padded. Legal texts teemed with quotations taken from classic humanist works and the Bible during the baroque period. All of these traditions added irrelevant material to the texts.

3.2.6. Mutation of message content in transit

In legal linguistics, there is an assumption that the content of legal messages falls under the influence of linguistic discretion of judges and public authorities. According to Solan (2002), judges in the United States often use their discretion and linguistic tricks in their interpretation of legal instruments and influence the content by manipulating language. As a result, the output of a trial happens to be different to what it should be if such tricks and manipulation were kept at bay. Heikki-Mattila (2006) remarks that since the administrative authorities draw up documents in a way that seldom conforms to the manner of expression of citizens,

these authorities interpret citizens' messages from an administrative standpoint, which may diverge from the intention of the citizen who drew up the instrument.

Another major source of mutation of message content while it is in transit is translation. Many legal instruments, such as bilingual and multilingual treaties and conventions, contracts, and municipal laws are either translated officially or unofficially or co-drafted. In translation, unfortunately, mistakes occur, distorting information and changing at least part of the message. The problem grows even worse when there is a need in translation to operate through an intermediary language before the final translation. Translation from Greek into English, and then from English into Arabic would be more error prone than translation from Greek into Arabic.

Not only written material causes trouble in interlingual communication. Problems of interpreting, where spoken language is used at least during one stage of the process, are not less serious than those encountered in written translations. In many countries, court interpreting is performed by non-professionals: those in charge of the profession are people who have some command of two languages, one of which is the language used by the court, rather than specialised interpreters with a formal academic training for the job. Since these non-professional interpreters are not acquainted with the strategies and techniques of court interpreting nor are they versed in the mechanism of law and the intricacies of the legal process, they usually find the job

cumbersome and change the content of interviews during the rendition process due to their inability either to understand the message or to reproduce it. Even when the interpreter in a court is a specialised professional with a formal academic training, problems are still there. This is due to the nature of court interpreting itself and its unique challenges. In the courtroom, interpreters may use various forms of rendition, such as consecutive interpreting, simultaneous interpreting, sight interpreting, and even *chuchotage* (i.e. whispered interpreting). According to Mohammed Gamal (1997:55), all of these forms have shortcomings. O'Tool (1994) believes that consecutive interpreting leads to lack of spontaneity and naturalness of communication. Morris (1995), on his part, notes that *chuchotage* causes acoustic interference in the courtroom, hindering the proper reception of the message while it is in transit. Though, in principle, the aim of providing courts with interpreters is to enable communication to take place as there is a witness, a defendant, or a claimant who can not speak or understand the language of the court before which he is standing trial, such provision of interpreters slows down the court procedure. Apart from this, while the principle of *impartiality* appears to really reflect fairness of the judicial system, such a principle is only attainable to the detriment of effective communication in the courtroom. Participants in the courtroom are instructed to use the first person when they speak, "which entails ignoring the physical presence of the interpreter" (Mohammed Gamal 1997: 55). The place where an interpreter

seats has a vital role either in helping or hampering the communication process. “Seating the interpreter too far creates acoustic difficulties for the court and the interpreter alike. Conversely, seating him/her too close to one party can give the impression that the interpreter is not impartial” (ibid). Moreover, courts deny interpreters access to pre–trial conferences and to documents before the trial in an attempt to keep the trial unbiased and the interpreter neutral. The interpreter finds it difficult to communicate the message properly because one can not expect much from an interpreter brought to the court without any prior knowledge of the topic, terminology and chronology of the case. In brief, impartiality and effective communication appear to be rivals in the courtroom, and sacrificing one of them may be needed for the sake of keeping the other.

Negative position/ attitude of participants

When a participant in the communication process lacks competence or behaves negatively, this will obviously affect the output. While many countries provide poor court interpreting as we have seen in the previous section, the case is even worse in some other countries where court interpreting is not provided at all, at least on particular occasions. This happens, for instance, when a participant appears to know the basics of the language of the court. Since a trial is usually a complex legal process and the participant’s knowledge of the language of the court is not

sufficiently good, such a participant is left to his own devices: he cannot communicate efficiently and becomes passive throughout the proceedings. Not only does the court procedure get stuck because of the participant's slow communication, but also the fate and interests of that participant would probably be at stake.

Besides the incompetence of participants, their unwillingness to cooperate in the process evidently brings communication to a standstill. When a defendant in court or a detained person in a police department is being questioned, he may give evasive answers and prove uncooperative. According to the English language Philosopher Paul Grice (1975), people employ a cooperative principle in communication. The cooperative principle operates through four maxims according to Grice.

- quantity: one has to use no more or less than what the conversation requires
- quality: on has not to say what he believes to be not true.
- relevance: one has to be relevant.
- manner: one has to be brief and clear, not ambiguous or obscure.

Even if a participant tries to flout one of the maxims, the other participants will cooperate in obtaining the meaning and strive to keep the communication moving forward.

Often, the cooperative principle is violated in different legal settings. The confrontational aspect of participants and the very

nature of legal restrictions and conditions are often the source of such violation. People do not always accept what a law provides, especially when such a provision runs against their interests. Thus, the obligations imposed by a law on particular persons in society may appear repulsive to those persons, but not to those persons in the interest of whom such obligations are imposed. None of the four maxims is spared flouting in the legal process. Statutes, agreements, treaties and conventions, and wills often contain more words than meaning, flouting thus the quantity maxim. The same instruments often use obscure and ambiguous language as we have already seen in previous sections, disregarding thus the manner maxim. Sometimes, even when the text is clear, receivers would deliberately interpret as if it were ambiguous and vague to hamper the application of the instrument. A defendant, a claimant, or a witness may say untrue things to keep their interest unharmed and to save themselves from punishment, not respecting thus the quality maxim. The same persons may answer questions irrelevantly to avoid being trapped by the judge or the questioner, breaching thus the relevance maxim. President Bill Clinton in his scandal with Monica Lewinsky did not seem to be cooperative with the questioners. According to Solan (2002), Clinton did not tell the truth at his deposition when he was asked whether he had ever been alone with Monica. In the President's words:

I don't recall. She– it seems to me she brought things to me once or twice on the weekends. In that case, whatever time she would

be in there, drop it off, exchange few words and go, she was there. (material qtd in Solan 2002:182)

The President later on admitted to the grand jury the following:

Q: Let me ask you, Mr. President, you indicate in your statement that you
were alone with Ms Lewinsky, is that right?
Clinton: Yes, sir.

As can be clearly assumed, Mr Clinton was trying to conceal his affair with Ms Lewinsky and was even found guilty of the crime of perjury. He flouted the maxim of quality, hampering both the investigation and the communication process because of his negative attitude as a receiver (of questions). In *Bronston v. United States* (409US 352 (1973)), Mr Bronson was accused of lying under oath at a bankruptcy proceeding. His film production company was in bankruptcy, and he was asked questions under oath about his assets. Here is an interview taken from Solan's book:

Q : Do you have any bank accounts in Swiss banks, Mr Bronston?
A : No, sir.
Q :Have you ever?

A :The company had an account there for about six months, in Zurich.

(material qtd in Solan 2002:184)

All that Mr Bronston said was true, and thus we can assume that, unlike Mr Clinton, he did not flout the quality maxim. However, Mr Bronston concealed the fact that, besides the company's account, he had also a personal account in Zurich. Obviously, Bronston violated the relevance maxim, because the questioner's question was about whether he has ever had a *personal account* in Zurich, not about whether the company has ever had one. By answering irrelevantly, he diverted the attention of the questioner, and although the communication continued, it was steered into another path.

Remarkably, Solan (2002) and Solan and Tiersma (2005) note that not only do witnesses and detained persons violate the cooperative principle, but also lawyers and prosecutors play trick on it. By using some strategies in their investigations, lawyers and prosecutors take "dishonest disadvantage of the cooperative principle" (Solan 2002: 192)

4. Conclusion

The present paper has attempted to expose the various obstacles that encounter legal communication. Obviously, legal communication is faced up with the same obstacles into which daily communication often runs. Yet, legal communication occurs

usually in specific legal settings and has thus its own obstacles that make it different from other sorts of communication. While some problems are due to legal procedure, a complex and sometimes lengthy process, the information itself is sometimes impaired due to messages that are incomplete, close, ambiguous, vague, or redundant or due to the mutation of the message's content while it is in transit. The negative position/ attitude of participants is also significantly held to account. I think that the legal apparatus should pay more attention to such obstacles with the aim of possible correction in order to lessen their gravity, because the less these obstacles are, the more smoothly the legal process goes.

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