

# Reading Disjunction in Legal Contexts

Martin Aher

Contact: maher@uos.de

URL: www.cogsci.uos.de/~maher/

## Introduction

Solan with his 1993 book "The Language of Judges" suggested the study of the language of law via linguistic methods. One of the phenomena he studied was disjunction, which is the focus of my dissertation. Solan provided legal cases which hinged on the interpretation of disjunction, found the interpretations provided by lawyers and judges and compared these to a linguistic analysis.

Solan was dissatisfied with the lack of precision in legal interpretation as compared to linguistic analyses, which is best exemplified by a New York State statute that suggests that disjunction and conjunction are interchangeable.

(1) "[T]he words "or" and "and" in a statute may be construed as interchangeable when necessary to effectuate legislative intent." [Solan, 1993, p. 45]

I plan to further study the interpretation of disjunction in legal contexts by generating a database of examples with disjunction in World Trade Organisation (WTO) legal disputes and analysing it within the framework of Inquisitive Semantics developed by Jeroen Groenendijk, Floris Roelofsen, Ivano Ciardelli, Salvador Mascarenhas among others. For more information on the framework, see [Groenendijk & Roelofsen, 2009].

## Corpus of WTO Disputes

Solan had decades of experience as a lawyer that allowed him to find linguistically interesting examples from legal case studies. Yet, the lack of a single searchable database and the technical language used in law creates a barrier to access for linguists.

The WTO has freely available dispute reports that include both relevant citations from legal texts, the written responses to these by the parties of a dispute and interpretation by judges. In terms of conversation, it provides a dialogue with the intended addressee of an utterance responding and thus providing the salient interpretation.

I am compiling a searchable database that would allow one to find linguistically interesting examples from legal texts and also dispute proceedings where the parties argue over interpretations. The following examples demonstrate that one can find interesting examples that are at least as interesting as those that Solan provided.

## Disjunction or Conjunction

**Example by Solan** (*Comprehensive Crime Control Act 1984*)

(4) "without the knowledge or consent of the owner"

Can one avoid punishment by knowing but not consenting?

**Example from the WTO** (*DS 243*)

(5) "[Rules of origin] shall not themselves create restrictive, distorting, or disruptive effects on international trade"

Can one avoid punishment by creating restrictive but not distorting effects?

**Example from the WTO** (*DS 337*)

(6) The authorities shall ... determine an individual margin of dumping for each known exporter or producer

Can one determine a margin without any producers?

## Inclusive or Exclusive Disjunction

**Example by Solan** (*Dept. of Welfare of City of New York v. Siebel*)

(2) "Parent or other person legally chargeable"

Can a custodian be charged after a parent is charged?

**Example from the WTO** (*Dispute (DS) 345*)

(3) "a contracting party may require reasonable security (bond or cash deposit)"

Can one require a bond and a cash deposit as reasonable security?

## Deontic Logic

### Ross's Paradox

The Standard Deontic Logic (SDL) supports  $\diamond p \rightarrow \diamond p \vee \diamond q$  and thus falsely predicts that (ii) follows from (i).

- (7) (i) You may go to the beach  
(ii) You may go to the beach or rob a bank

### Free Choice under "may"

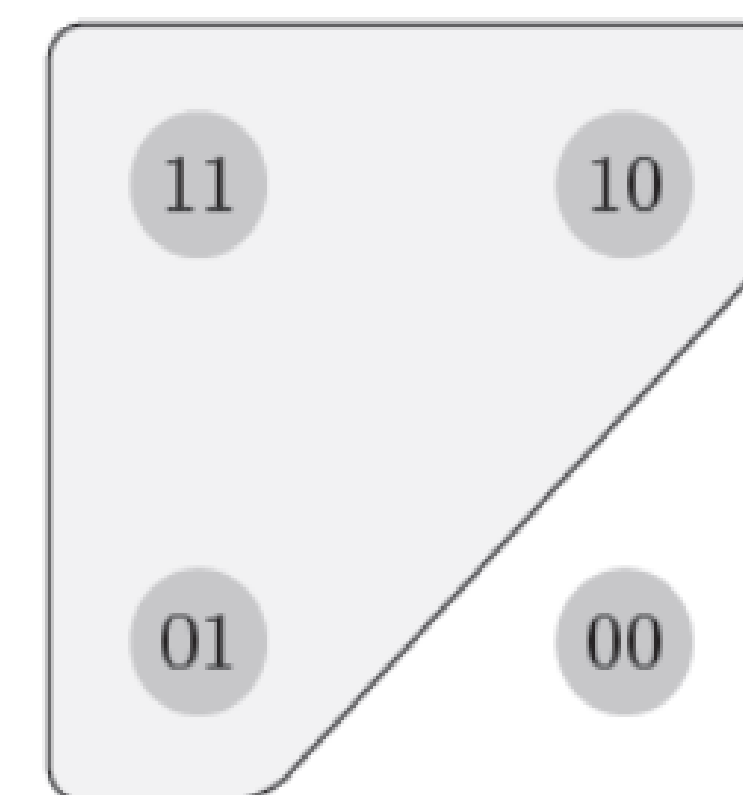
- (8) You may go to the beach or the cinema  
(i) You may go to the beach  
(ii) You may go to the cinema

SDL does not predict the free choice effect that (8.i) and (8.ii) follow from (8) and modified accounts fail to predict that disjunction reverts back to a boolean operator under both "may" and "negation." [Simons, 2005]

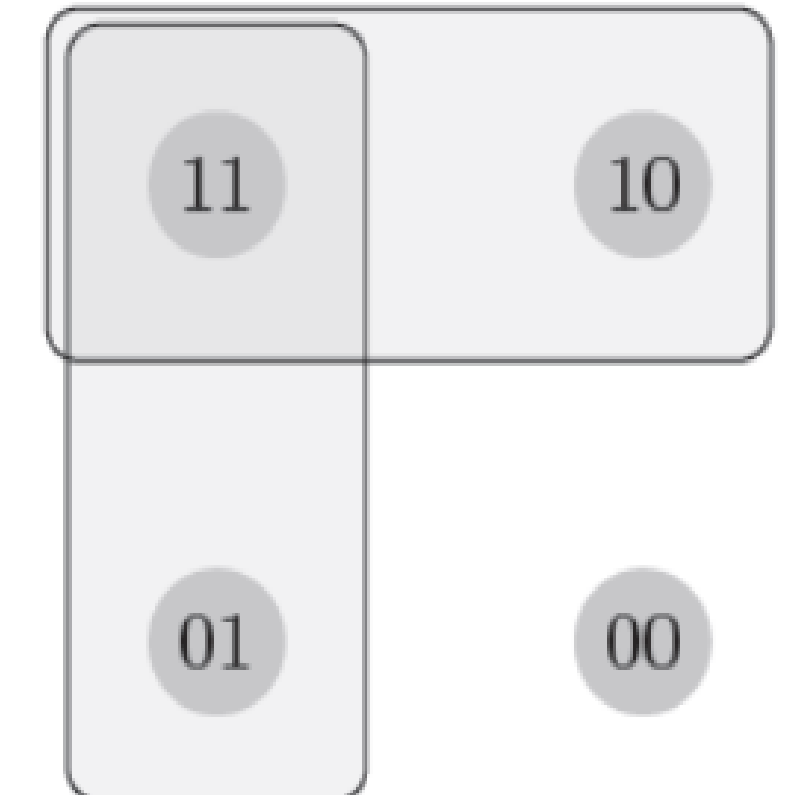
## Inquisitive Semantics

(9) Is it raining or snowing?

**Informative content**  
Eliminates possible worlds



**Inquisitive content**  
Several possibilities



## Inquisitive Pragmatics

Inquisitive Semantics follows a stalnakerian [Stalnaker, 1978] dynamic pragmatics. The aim of interlocutors is to enhance the common ground which might enhance the information that an individual interlocutor possesses or bring awareness of the common ground to all interlocutors so as to facilitate coordinated action. Each conversational participant has an information state that embodies what the participant takes to be the case. An information state is represented in the traditional way by a set of possible worlds or, in other words, ways in which the participant can imagine the world to be. Once the participants exchange inquisitive and informative statements, they shall establish common ground.

### Relevance

A conversation must be coherent and thus utterances need to be relevant. In inquisitive semantics relevance is captured via the notion of compliance:

Compliance (Simplified):

$\varphi$  is compliant with an initiative  $\psi$ , iff

- every possibility in  $\varphi$  is the union of a set of possibilities in  $\psi$
- every possibility for  $\psi$  is contained in a possibility for  $\varphi$

This notion of compliance guarantees that an informative utterance can only be confirmed, while an inquisitive utterance allows an interlocutor to pick one of the presented possibilities, or in other words, answer the question.

## References

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