SEGMENTATION OF 15TH-CENTURY LEGAL TEXTS: A RECONSIDERATION OF PUNCTUATION

Until now most of the studies on punctuation of late Middle English manuscripts have dealt with literary or religious works, and the main concern has been to discern whether the ultimate end of punctuation marks was to indicate pauses "used on a rhetorical, liturgical or oral basis" (Blake, 1977: 67) or to set off sense units; in other words, to decide if pauses were rhetorical or grammatical. However, legal documents have generally been neglected by researchers, and on those few occasions when scholars have given a verdict, this has not been very favourable. Jenkinson (1926: 154), for example, considered punctuation of legal documents "casual, knowing no rule and treating all symbols as practically interchangeable", and Petti (1977: 25) remarked that "while in literary manuscripts, under the influence of printing, punctuation increased in range and frequency […], the trend was quite the reverse in legal documents. Punctuation is almost completely absent from them by the early 15th century, and the pattern of minimal punctuation has persisted in English legal use". Whereas Jenkinson underlined the arbitrary character of medieval punctuation, Petti highlighted its inconsistent use.

The present paper aims to demystify this prevailing conception of fifteenth-century punctuation in legal texts. My intention is not to reject categorically the abovementioned statements, but to notice that certain limitations and restrictions should be made since, first, most of the editions of legal deeds and records have not transcribed punctuation accurately, and therefore do not prove valuable sources for a study of punctuation, as Jenkinson herself (1926: 158) comments; and, second, a vast amount of manuscripts remains still unpublished and many a surprise might arise through the study of documents issued by certain offices.

The manuscripts selected for the present analysis constitute a body of nearly sixty fifteenth-century legal texts written in English and produced in

the dialectal area of Durham, according to the LALME. Most of them are kept in Durham University Library, some in Durham County Record Office, and only one in Durham Dean and Chapter Library.

A close analysis of these manuscripts reveals two relevant facts:

1. marks of punctuation are used quite systematically and reflect a clear concern for marking-off word-groups and indicating syntactic relationships

2. segmentation was not founded on the use of punctuation marks but on other mechanisms: a first group of mechanisms well spread in 15th-century texts in general, and a second group of characteristic mechanisms of legal texts.

The methodology we followed was relevant to come to these conclusions and, in a way, it was suggested by Zeeman (1956: 11), who recommended an approach to medieval punctuation free from expectations and prejudices and, above all, flexible enough to recognize the validity of a system which is just different.

Obviously marks of punctuation cannot constitute a sound basis for the segmentation of texts into sentences -as it is at present- and although we do not disregard them, we have to find other mechanisms that assume the function of separating sentences. We will call these mechanisms "mechanisms of segmentation" and we find that scribes made use of different types of strategies to indicate the beginning of a new sentence, strategies which make the identification of sentences easier.

A group of link words, mostly adverbs such as "first", "then", "also", "moreover", "furthermore", the conjunction "and" and the Latin word "item" constitute the first group of mechanisms of segmentation. "Item" and "et" were already used in Latin charters to indicate the beginning of new sentences, although "et" was the most popular (Ikegami, 1990: 215-216; McGovern, 1972: 236), popularity which was inherited by its English equivalent "and", present at the beginning of most sentences. As Ikegami comments, the use of "and" to introduce new sentences does not only belong to the realm of legal prose; in fact, Ikegami (1990: 209) considers it "one of the characteristics of the prose style in ME" popularized mainly

through its use in legal writs. The following examples show the use of these link words at the beginning of sentences:

> Thyr endentures made at Doresme the -xvj . day of Septembre…
> *And* ouer the said -x li the said priours and couent grauntes…
> *And* in case the said Sir Dauy die or decese wythin the said…
> *And* also hitt is acordit betwen the parties abouen said…
> *And* all the premysse wele and trewly to be fulfild…
>
> Thys Indentur mayd betwix Thomas Bewluffe…
> *And* yf so be yat ye sam thomas dissis…
> *And also* if so be ye sam Jon dissys…
> *And also* ye sam thomas and Jon ar agreyd at ye sall no catell…
> *Also* ye sam Jon perkyn byndys hym selfe…
> *Also* ye sayd Jon sall lefe ye place tenand mette…
> *Also* yai er agreyd and ye for sayd thomas fully content…
> Into witnes of ye qwyll thyng…
> Wretyng in darlyngton in ye fest of saynt Martyn in wyntyr…
>
> This Indenture maid be twix Robert dalton…
> that is to say The said Thomas Rauffe & Crystofer…
> *Item* pe said Robert will that John dalton…
> *Item* the saide Robert will pat his said feffees…
> *Item* pe said Robert will pat his said feffees…
> *And* efter pe charge borne of pat said preste…
> *And* pe said John shall be bondyne in on obligacyon…
> *Item* pe said Robert will that it be all way so prouyded…
> Gyffen at westaukland pe xxviij⁰ day of octobre…

A second group of mechanisms of segmentation includes some fixed expressions that could be used in any document whatever its nature. These expressions introduce a new sense unit and are used to present agreements:

> Item it is accordit…
> And Also it is acorded…
> Itt is allso agreid…

or to refer to any eventualities:

And if…
And also if…
And in case…

Apart from these conventions used to indicate the beginning of new sentences, in some documents, a construction which can present slight variations is repeated whenever a new sentence begins. In the following extracts that reproduce the beginnings of all the sentences in some documents, or selected parts of documents, we have marked these constructions in italics (note that dots indicate the beginnings of sentences):

> • Thir endenturis made at Durham… . • Item *the said Jamys sall* pay in the [thre] [.v.] last yheer… . • Item *the said Jamys sall* pay ilke yhere… • Item it is accordit thatt *the said Jamys sall* pay… / • Alsua thay ar accordit . at *the said Jamys sall* make… . • Alsua thay ar accordit if it happynis thatt *the said Jamys*… • In wyttnese of the whilke thyng thatt theer condicions… • day yheer and place beforsaid

> • This indenture made at duresme the xth day of January… • And if hit happyn the forsaid some of… • And *the forsaid John Raket and his assignes shall haf* fre isshewe… • Also *the sayd John Raket and his assignes shall haf* fre licence… • And *the forsaid John Raket and his assignes* the seyd parcell of ground… • And *the forsaid John Raket and his assignes shall haf* tymber… • And hit shalbe lefull to *the forsaid John Raket and his assignes*… • And *the forsaid John and his assignes* the sayd houses at the end of his terme… • In witnesse herof to the one partye of thies indentures… • the day yere and place abouesaid

The following document, apart from the repetition of a structure at the beginning of sentences, presents an additional peculiarity which helps to identify the beginning of a new sentence, that is, the arrangement of the initial parts of new sentences in parallel structures. This syntactic organization of the beginnings of some sentences in parallel structures contributes to an easy segmentation, especially when the length of sentences is considerable, as in legal documents. The appearance of a structure parallel to a previous one calls the reader's attention showing immediately that a new

sentence begins. In this example we have underlined and marked with capital letters the elements of these parallel structures.

• This indenture made betwix…• <u>be fore whiche mariage to be</u> <u>hadd</u>

<div align="center">A</div>

<u>the saide John Trolhope</u> <u>sall make</u> <u>a sure & sufficient estate</u>…

          B   C   D

• And also *<u>the saide John Trolhope</u>* <u>sall take</u> <u>ane estate</u>…• And

         B'   C'   D'

ꝑat possessions ꝑat *the saide John Trolhope* sall purches…

• <u>for the whiche mariage</u> <u>the saide William</u> <u>sall pay</u> <u>a C li</u>…

       A"   B"   C"   D"

• And *if* it happen ꝑat *the saide Isabell dye* within the yere…

• <u>And *if the saide Isabell dye*</u> ꝑat than the issue hadd…

        E F

• <u>And if the saide John dye</u> liffyng the saide Isabell…• And where

        E   F'

ꝑat there er indentures made be twix…• made at York the day and yere abouen saide…

These parallel structures usually follow the same syntactic pattern but it is not always so. In the following excerpt the first verb of the structure IJKL is copulative whereas the verb in the parallel structure I'J'K'L' is transitive. However, though syntactic relationships differ the parallelism is obvious:

•This endent<u>ur</u> made be twene Rauf…• <u>for the whilk mariage</u>

<div align="center">A</div>

<u>the said Rauf</u> <u>schall paye</u> <u>to the said John the fadir</u> <u>fourscore marc</u>

    B C   D   E

<u>& fife</u>…• <u>For the whilk mone</u> <u>the said John the fadir</u> <u>schall giff</u>

A'   B'   C'
to the said John the son & to his wife landis & tenementis … •
   And

                D'   E
the said John the fadir schall alene no land ne rent… • And Also

he byndis Èhym? to the said Rauf be this writyng… • And if it
happen
    F
the said John the son and his wife to dye… • And if it happen

                G   H   F'
the wyfe of the said John the son to die…• And Also it is acorded
   that

                    G'   H'
John the son of John Trolhope aforsaid schall be in the
   gouernaunce

                    YJ   K
of the said John his fadir… • And the said Rauf schall haue

                LI'   J'
in gouernaunce his said doghter… • And to all thes couen^{a}nts &

            K'   L'
condicions aforsaid … • witnesse wherof… • Èmade? writen the
   morne eftir the fest of seint hillary…

   A different strategy that may help to mark off sentences is the diplomatic
composition of the texts. The composition of the documents follow a fixed
pattern, what text linguistics call a *script*, built on a set of formulas that recur
with slight variations. These formulas themselves constitute not only legal
clauses but also syntactic clauses. Examples of these formulas are the formu-
las of corroboration:

   And to all and til ylkane of ye couenants beforesaide… ye forsaide
   X & Y be yir present endentures faste byndes yaim

And all the premysse wele and trewly to be fulfild on the part of the said… the [said] same… has bodily sworn apon a bouke

And to all thes couenants & condicions aforsaid to be duely keped the said parties byndis thaym

And all thoos to be doon… And this acord and awarde to fulfill and doo the said parties ar assured ayther of thaym by the troughte in thayr bodies

the formulas that express the sealing of documents:

In ye wyttenesse of whilke thyng to thir presentes endentures ye parties abouen saide entrechaungeabily haues sette yaire seals

witnesse wherof the said X to on part of this endenture toward the said Y remaynyng has set to his sele and to one oder part of this endenture toward the said X remaynyng the said Y the fadir has set to his sele

In to ye wyttnes of yis wryting both ye forsayd X & ye forsayd Y to ye partys of yis jndentur has putt yer seallys

or the final formulas with the date and place of production of the document:

Gyffyn ye… day of… In ye ¥ere of ye kyngdome of kyng… efter ye conquest of Ingland…

Wreten and giuen… day of… yhere of kyng… Vndre the sealles of the arbitrours aforesaid

yevin at… the Day and the ¥eyre afoyr sayd

gyffen the day and yhere a fore said

The previous formulas are shared by all legal documents, but there are some other specific formulas typical of certain documents. In leases, for

example, the warranty clause expresses the owner's willingness to defend the rights of the lessee:

> & also yer sall no catell bot horse com with in ye Orcharde
>
> And also ye sam X and Y ar agreyd at ye sall no catell bot horse com with in ye orchard

and in marriage articles, especially after the 15th century, a formula expressed the bridegrooms' fathers' renunciation of all his properties except a rent or an estate for his maintenance:

> And the said John the fadir schall alene no land ne rent that come or schall come to hym be any of his auncestr
>
> And the said John Trolhope thelder shal not alien eny landes or tenementes that now er comen or shal come to hym by the disceesse of eny of his auncestres

We started this paper dealing with the role of punctuation, but given the evidence that the use of punctuation marks was not at all consistent, we decided to look for other marks of segmentation. Now we resume the topic of punctuation, and we wonder which function it can have in these organized texts where information is so well arranged following a set pattern according to contemporary formularies. A study of the texts segmented into sentences in accordance with the examined criteria leads to the following considerations about the use of punctuation in the corpus:

a) Out of 57 texts, 16 do not present any mark of punctuation and 41 show a different degree of use. Out of these 41, in 32 documents marks of punctuation are used to mark off sentences.

b) When we say that marks of punctuation are used to mark off sentences we do not mean that sentences are always separated by means of punctuation marks, since in some texts only two sentences are separated by them. The use of punctuation is not evenly extended in the corpus.

c) Different marks of punctuation can indicate the beginning of sentences since these marks do not have exclusive uses. However the mark of punctuation most frequently used to mark off sentences is the stop, and the virgule (/), the double virgule (//), the combination of double virgule and stop (//.) and the *punctus elevatus* ('5) appear less frequently.

d) In general, marks of punctuation within the sentence do not respond to an arbitrary use; on the contrary, their positions indicate syntactic relationships or relevant word orders.

e) Regarding our main concern, the segmentation of texts into sentences, punctuation marks also help other mechanisms used by the scribes to indicate the beginning of a new sentence. Therefore "arbitrary" is not the best adjective to qualify the use of punctuation in our corpus. Instead, we should talk of a supporting function. We cannot overestimate the function of punctuation since it is not really relevant for the division of the texts into sentences, but we cannot disregard it without a preliminary study.

We can summarize all that has been said with the following conclusions:

1. The division of texts into sentences in 15th-century legal texts is not always realized indicating the end of a sentence by means of a full stop and the beginning of a new sentence by a capital letter. There is a wider range of punctuation marks: the virgule, the double virgule, the *punctus elevatus*, and the capital letter may or may not appear. Besides, the use of these marks is not uniformly extended: many sentences are not preceded by any mark of punctuation and when they are, these marks can also be used within the sentence since there is no specialization of punctuation marks. Likewise, capital letters may be used in the middle of a sentence.

2. Consequently, there are other conventions to indicate the beginning of a new sentence. These conventions can be grouped into different types. One group includes adverbs as well as conjunctions that announce a new sentence ("and", "also", "item", "moreover", "furthermore"). These link words can also be used in non-legal contemporary texts. A second group consists of specific mechanisms of legal texts such as fixed expressions and formulas, which can also be introduced by link words. These mechanisms are

the basic marks of segmentation and punctuation plays a secondary role supporting these mechanisms.

3. Finally, the results of this paper are restricted to the documents of a corpus produced by scribes working in Durham. However, and despite the geographic limitation of the corpus, we cannot obviate a relative regularity in the use of these conventions, among them punctuation, which, according to some scholars, was inexistent. Therefore, not only for their questioned regularity, but also for their function as marks of certain syntactic constructions, the study of these conventions -punctuation marks, clichés, fixed expressions, formulas and link words- constitutes an aspect we cannot neglect in the field of ME manuscripts.

Alicia Rodríguez Alvarez

Universidad de Las Palmas de Gran Canaria

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