

Discourse Connectors
In
Legal and Literary Texts

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1. Introduction

This research paper tackles the usage of DCs in literary and legal texts. According to Crystal, “discourse connectors are sequentially dependent elements which demarcate units of speech, such as oh, well, and I mean” (1997: S.V. discourse connectors).

Though there are many approaches for the study of DCs, but the approaches this research paper has depended on are that of Halliday and Hasan (*Cohesion in English* 1976) and Schiffrin (*Discourse Markers* 1988). Halliday and Hasan’s approach deals with the analysis of cohesion that was based on written text, and has drawn a conclusion that there is a difference between DCs in text and DCs in speech. Schiffrin’s approach involves the use of different methods for the analysis of language, having a sociolinguistic angle which is concerned with the distribution of DCs and their multi-functionality.

What makes DCs important to create cohesive text is their characteristics such as, connectivity, optionality, non-truth conditionality, weak clause association and, literality. And to classify DCs according to their function they are distributed in a table depending on the type they belong to, such types as Sequential, Additive, Summation and Apposition.

And to know the different usage of DCs in legal and literary texts an analysis has been made that contains the occurrence of DCs in both types of texts, concluding that the type of text will determine the usage and variety of DCs.

2. Discourse Connectors

2.1. The definition of discourse connectors

There are many approaches and methods that had dealt with the study of discourse connectors. But, still researchers are in controversy in this matter in terms of its accurate definition. Different terms for discourse connectors (DS) have been used by researchers, such as linking words, connectives, discourse operators and discourse markers (Rezvani, Kalajahi 2012: 1659).

According to Crystal, “discourse connectors are sequentially dependent elements which demarcate units of speech, such as *oh*, *well*, and *I mean*” (1997: S.V. discourse connectors).

Discourse connectors are units that occur at the beginning of a statement or a turn in a conversation, and combining two roles: (1) It indicates a change in the conversation that is taken place, and (2) It shows the cooperative connection between the speaker, hearer and the underlying theme (Biber et al. 1999:1086). The contribution which discourse connectors have in text or utterance is to make it comprehensive. It is used to give the reader an idea of how the text is taking its course. For example if the writer wants to indicate an upcoming summary, he could use (DC) such as *In short* or *briefly*. The writer could also use phrases such as *to begin*, *secondly* or *in conclusion* if he wants to emphasize a sequence of points (Slaiman 2006: 1).

Some words and phrases that are considered (DC) are ambiguous, because of the function of discourse connectors and adverbials that they share. Now and well, for example, are considered discourse connectors as well as circumstance adverbs. However, there is still an ongoing debate about which inserts are concluded within discourse connectors (Biber et al. 1999:1086).

2.2. The history of discourse connectors

The history of discourse connectors is rich of many studies, and these studies are each based on a researcher's perspective. The First approach made to the study of discourse connectors dates back to the 70's literature on text linguistics.

Cohesion in English written by Halliday and Hasan in 1976 was one of the major milestones in the study of cohesion (Pons Bonderia 2001: 220). Another approach that also contributed in the study of discourse connectors is Shiffrin's *Discourse Markers* 1987.

2.2.1. Halliday and Hasan's approach

Halliday and Hasan dealt with the analysis of cohesion (that was based on written text) including words such as *and, because, by the way* etc. And since then discourse markers have been given this naming, though they were not spoken of directly in Halliday and Hasan's work. They suggested also the functions of those words which were close to those of markers (Schiffrin, Tannen and Hamilton 2001:55-56).

Schiffrin informs us that:

Halliday and Hasan propose that a set of cohesive devices (reference, repetition, substitution, ellipsis, and conjunction) help create a text by indicating semantic relations in a underlying structure of ideas. A range of expressions (including, but not limited to, conjunction) conveys conjunctive relations (Ibid).

Conjunctive items convey the following meanings: additive, adversative, causal, and temporal. These are general meanings that have subtypes such as: specific causal that includes (reason, result and purpose subtypes. And each one of these subtypes that have a cohesive meaning can be expressed by many words. For example words such as *so, then, hence, and therefore*, express a general causal simple conjunctive relation (Ibid).

As a conclusion to Halliday and Hasan's approach Schiffrin states:

Although meaning can be reshuffled – between word and propositions, between internal and external sources – the boundary between sentence and text is less permeable. The systemic-functional grammar in which Halliday and Hasan's analysis is located draws a sharp distinction between sentence and text: thus, the structural role of words like *and* (to coordinate clauses at a sentential level) is qualitatively different from its cohesive role (to mark interpretive dependencies between propositions, and thus create texture) (2001:56).

2.2.2. Schiffrin's approach

The second approach in analyzing markers in discourse is Schiffrin (1987). Schiffrin analyzed language by using methods that varied in theory, so that she could focus on the use and distribution of forms in discourse. She considered discourse as an active interaction in society. Schiffrin's analysis is an attempt to restore both the methodology (applying quantitative and qualitative methods) and the underlying models (a fusion of those taken from linguistics and sociology). The aim of unifying the two analyses was to mark the distribution of (DM) in regular discourse, so as to show the crucial importance of (DM) in terms of language and interaction (Schiffrin, Tannen, and Hamilton 2001:56-57).

Schiffrin defines discourse connectors as follows "Discourse makers are sequentially dependent elements that bracket units of talk nonobligatory utterance-initial items that function in relation to ongoing talk and text" (2001:56-57). She considered that discourse connectors are sets of linguistic expressions consisting of a variation of word classes, which is the same case in conjunctions (but, or), interjections (*oh*), adverbs (*then, now*), and lexicalized phrases (*I mean*). Schiffrin also suggested that (DC) were models that play various functions in context such as: a participation framework, information state, ideational structure, or exchange structure (Ibid).

As a conclusion Schiffrin breaks down the steps of her analysis of discourse connectors. Though she started her analysis with a practical definition of DCs, she ended up using more theoretical definitions of DCs. Her first step was to analyze the definite conditions in which the term DCs could be applied on a word: “syntactically detachable, initial position, range of prosodic of contours, operate at both local and global levels, operate on different planes of discourse”. Her second step was to suppose that DCs could be compared to indexicals, or through a sociolinguistic lens, to words implying to a certain context (contextualization cues). At last she concluded that, though DCs have main functions (e.g. the function of *and* is additive), they could be used in many ways (contexts). So the coherence of a text or discourse depends on the multi-functionality of DCs (Ibid, 58).

2.3. The characteristics of discourse connectors

The following characteristics are the features that are widely attributed to DCs, with a brief explanation

2.3.1. Connectivity

Connectivity is one of the characteristics of DCs use to connect parts of speech or units of text. However, this connectivity is developed in different ways. For example there is a disagreement about the connectivity of discourse connectors whether to involve more than one textual unit or not. According to Schiffrin and Fraser definition, discourse connectors connect multi-textual units, which contribute to inter-utterance coherence. Connectivity is character through which we can differentiate from other initial elements, like illocutionary adverbials (*frankly, confidently*), attitudinal adverbials (*fortunately, sadly*), and from primary interjections (*yipes, oops*). But connectivity by itself is incapable to distinguish DCs from coordinators connecting intrasentential units (Zarei 2013:108).

2.3.2. Optionality

DCs are considered optional in two different ways. In one sense they are considered syntactically optional, because their removal will not affect the grammaticality of the sentence. In the other sense they do not add a possibility for semantic relationship between the components they relate. So, we conclude that the deletion of DCs does not affect the relation between elements in the sentence, while at the same time giving a notion of the ongoing connection within the context (Ibid, 109).

2.3.3. Non-truth-conditionality

What is known about discourse connectors is that, they don't develop or add anything to the truth-condition of the utterance that is expressed. Some researches even state that DCs do not affect the truth-condition of utterance. However, the truth-condition is found out to serve only for mental representation, and does not relate to the sentence (Ibid).

2.3.4. Weak clause association

According to Brinton DCs always occur "either outside the syntactic structure or loosely attached to it". Zarei explains Quirk's classification of DCs as conjuncts, as to be clause units that function to connect interrelated clause units like, subject, complement, and object. Though some supposed DCs have a weak relation to the main clause units, but there are some DCs that do have their own internal syntactic structure (e.g. *on the other hand*). Other DCs like, (*y'know*) are considered clausal though their non-truth-conditionality is obvious (Ibid).

2.3.5. Literality

Zarei explains that according to (Hansen, 1997: 156; cf. Schiffrin, 1987: 31-32,328) that DCs are a prototype of the discourse units they introduce. The initiality of DCs is viewed as initial to the main idea of the sentence or utterance and, not to the position they take. Since DCs can occur at the beginning as well as at the end or middle (Ibid).

2.3.6. Morality

Many forms of discourse connectors are claimed to occur only in speech such as: *by the way, well*. However it is not stated that DCs which are similar in status are only to be found in written discourse for example: *moreover, consequently*. The usage of some DCs in written text or spoken discourse, depends greatly on the formality or informality of the DC, like, (*also* versus *moreover*) (Ibid).

2.3.7. Multi-categoriality

A view claims that DCs conditions are considered not to fall under any syntactic categorization. This means that DCs preserve their non-categorization plus having an extra function which is connecting weakly linked clauses. There are some DCs functions that are attributed to some categories such as, adverbs (*e.g. now, actually*), coordinating and subordinating conjunctions (*e.g. and, but*), interjection (*e.g. oh, gosh*), verbs (*e.g. say, look*), clauses (*e.g. you see, I mean*). Instead of seeing the conditions of DCs as syntactic category restricted, multi-categoriality is considered changing by time and so, DCs tend to be separated from categories through many study approaches (Ibid).

2.4. The function, classification and table of discourse connectors

Discourse connectors are classified according to their specific function in various contexts. And to explain the function of DC, here are the classes in which DC are classified with examples.

1. Sequential DCs: Other names for sequential DCs are enumeration or listing. Sequential DCs signal a sequence of points that the writer is intending to enumerate. There are three types of Sequential DCs (Rezvani Kalajahi et al 2012:1667):

1. a Ordering: These DCs show how the details are listed within the text according to a chronological order (Ibid). For example: *First, I bought the ingredients. Then I prepared dinner.*

1. b Timing: DCs of these type help to give emphasize to the sequence of things in a sentence (Ibid). For example: *He must have finished his homework by now.*

1. c Transitionals: Transitionals also called “**topic shift**”, indicate a sudden shift from one subject to another. In most cases this shift is related to the preceding sentence (Rezvani Kalajahi et al 2012:1667). For Example: *I have finished my research paper. **By the way** did you collect the sources that you sought for?*

2. Additive DCs: DCs of this type add information to what went before within the sentence. There are two types of additive DCs (Ibid):

2.a Equative: Equative DCs signal that the information mentioned in the second part of the sentence has a similar force of information in the previous part of the sentence (Ibid 1668). For example: *She takes care of her sister’s baby, **in the same way** she takes care for her baby.*

2.b Reinforcing: Reinforcing DCs determine an item by adding more emphasis on the preceding part of the sentence (Ibid).For example: *She is a very important politician, **and above all** she is known for her hard working.*

3. Summation DCs: These types of connectors are used as an indication that a part of discourse will be summed up from the preceding part (Ibid). For example: ***Finally**, I will open this new theatre in honor of the president.*

4. Apposition DCs: Apposition DCs are also named “Exemplification and Restatement Connectors”. They signal for information in form of expansions or examples or explanation of what preceded (Rezvani Kalajahi et al 2012:1668). For example: *I do not think this is a good idea. **In other words**, I will not take part in this plan.*

5. Resultive DCs: These types of DCs indicate a result or a cause and effect of the information mentioned before (Ibid). For example: ***Because** I did not study for the exam, I failed.*

6. Contrastive DCs: Contrastive DCs link information that contrast with what is mentioned before in an unanticipated way. There are three types of contrastive DCs (Ibid):

6. a Antithetic: “An item may be contrasted with a preceding one by introducing a direct antithesis; this is effected by means of Antithetic connectors. For example: *You promise to help me, **then** you let me down*” (Ibid).

6. b Concessive: This type of DCs is used when a unit is considered as unexpected compared with the previous unit (Rezvani Kalajahi et al 2012:1668). For example: *She studied for the exam. **Still**, her grade was weak.*

6. c Reformulatory: “Reformulatory connectors are contrastive words that are frequently preceded by or and rather .*He invited several friends, **or better**, several people that he thought were friends* (i.e. ‘it would be better if I were to say’)” (Ibid).

6. d Replacive: The matter of counteractivity may also be preceded by or in the case of this type of DCs. The speaker mentions a statement to replace it with a more important one (Ibid). For example: *You can fix your bicycle tomorrow, **or rather** the day after tomorrow.*

7. Comparison DCs: Comparison DCs imply certain similarities between things that are different in essence to point out the differences between things regarded as similar in essence (Ibid). For example: “***Like** a virus in the human body, the computer virus can do a lot of damage as well*” (Ibid).

8. Conditional DCs: These types of connectors are used when a condition is shown in order to do an action (Ibid). For example: “*I don't know **whether** they will agree on that subject*”(Ibid).

9. Generalization DCs: Generalization DCs implies a statement which asserts that a certain matter is true in all situations among all people (Ibid). For example: ***In general**, people with a lot of responsibility are less happy.*

10. Emphasizing DCs: Emphasizing DCs are used to emphasize on a subject that was previously mentioned (Ibid). For example: *They know each other; **in fact**, they are close friends.*

11. Corroborative DCs:

“Corroborative DCs bear certain attitudinal disjuncts which have clear cohesive links which seem to add a new point that strengthens the arguments or give a new turn to the argument.

*The hypothesis that age limits the acquisition of a second language is now being questioned. **In fact**, one new study seriously challenges this hypothesis” (Rezvani Kalajahi et al 2012:1999).*

To have a clear view of the classifications of DC, the table below will gather and list all discourse connectors according to their function.

A comprehensive table of discourse connectors:

1. Sequential DCs	a. Ordering	first, firstly, second, secondly, third, thirdly a, b, c one, two, three in the first place, in the second place first of all, second of all for one thing, for another thing to begin with, to start with
	b. Timing	in the end, in the same time, in the meantime, meanwhile, meantime, simultaneously, initially, before, earlier, previously, formerly, recently, not long ago, at present, presently, currently, now, by now, until, today, immediately, at the same time, during, all the while, in the future yesterday, tomorrow, henceforth, after, after a short time, after a while, soon, later, later on, following, the following week, suddenly, all at once, instantly, immediately, quickly, directly,

	soon, as soon as, just then, when, sometimes,
	some of the time, occasionally, rarely, seldom, infrequently, temporarily, periodically, gradually,
	eventually, little by little, slowly, while, always, all of the time, without exception, at the same time,
	repeatedly, often, frequently, generally, usually, as long as, never, not at all, last, lastly, last of all,
	to conclude, as a final point, finally, at this point, from now on, henceforward, here, hitherto, up to now
	c. Transitionals by the by, by the way, incidentally, now, eventually, meanwhile, originally, subsequently
2. Additive DCs	a. Equative correspondingly, equally, likewise, similarly, in the same way, by the same token, too, in (just) this way
	b. reinforcing again, also, further, furthermore, more, moreover, in particular, then, too, what is more, in addition,
	above all, on top of it all, to top it off, to cap it, on top of that, to crown it all, additionally, alternatively
	and, and also, besides, neither, nor, not...either, or, or else, as well
3. Summation DCs	altogether, overall, then, therefore, thus, (all) in all, in conclusion, in sum, to conclude, to sum up, to summarize, finally,
	in summary, anyway, briefly, in short, to get back to the point, to resume, in a word
4. Apposition DCs	<i>Namely (viz), thus, in other words, for example, as an example, for instance, that is (i.e.), that is to say, specifically,</i>
	<i>more precisely, what is to say, for one thing, to put it another way, to put it bluntly/mildly, what I am saying is,</i>
	<i>what I mean is, which is to say, in this case, to illustrate, such as, to demonstrate, as revealed by, to show, suppose that,</i>

specifically, to be exact, as illustrated by, indeed

5. Resultive DCs accordingly, arising out of as a consequence, as a result, beside from this, because, consequently, due to, for, for this purpose,
- hence, for this reason, in consequence, in that case, in this respect, in such an event, on account of, on this basis, or (otherwise),
- otherwise, so, then, therefore, thus, under the circumstances, with regard to, with this in mind, with this intention, somehow,
- of course, to this end, arising out of this, lest
6. Contrastive DCs a. Antithetic contrariwise, conversely, instead, oppositely, then, on the contrary, in contrast, by contrast, by way of contrast, in comparison, by comparison, by way of comparison, on the one hand & on the other hand, although, albeit, notwithstanding
- b. Concessive anyhow, anyway, anyways, besides, else, however, nevertheless, nonetheless (none the less), notwithstanding,
- only, still, though, yet, in any case, in any event, at any rate, at all event, for all that, in spite of that, in spite of it all, after all, at the same time, all the same, admittedly, still and all, that said, despite that,
- then again, whereas, while, whilst, in fact, actually, as a matter of fact,
- c. Reformulatory better, more accurately, more precisely, alias, alternatively, in another words
- d. Replacive again, alternatively, rather better, worse, on other hand, I mean, at least
7. Comparison DCs as...as, more...than, less...than, as (like), as if, as though, unlike, in the same way, similarly, as well as, in much
- the same way, resembling, parallel to, same as, identically, of little difference, equally, matching, also, exactly, in relation to
-

8. Conditional DCs	Whether...or not, if, only if, unless, even if, whether, provided (that), in case, in the event(that)
9. Generalization DCs	On the whole, in general, generally, as a rule, in most cases, broadly speaking, to some extent, mostly, above all, chiefly, largely, primly, usually, essentially
10. Emphasizing DCs	above all, after all, indeed, as a matter of fact, the main issue is, chiefly, especially, actually, the most significant, the chief characteristic, the major point, the most necessary, extremely, to emphasize, to highlight, to stress, by all means, undoubtedly, more importantly, most important of all, most of all, moreover, furthermore, significantly, without a doubt, certainly, to be sure, surely, absolutely, obviously, more and more, of major interest, to culminate, in truth, the climax of, to add to that, without question, unquestionably, as a result, probability, basically

11. Corroborative DCs	actually, as a matter of fact, in fact, as it happens, at any rate, in actual fact, in actual fact, in any case, in either case, in reality, to tell the truth, that is to say, of course, apparently, well, surely, frankly, honestly, I assume, I suppose, no doubt, I am afraid, to tell the truth, in my opinion, I believe, to be truthful, unfortunately
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Source: (Rezvani Kalajahi 2012: 1666-1667).

3. Table of discourse connectors in literary texts

Table (1): Types and numbers of DCs in literary text.

Number of sentence	Number of DCs	Discourse connectors	Types of DCs
---------------------------	----------------------	-----------------------------	---------------------

S1	1	so	Resultive
S2	0		
S3	3	when, and	Timing, Reinforcing
S4	2	and, last	Reinforcing, Timing
S5	1	and	Reinforcing
S6	1	last	Timing
S7	3	and	Reinforcing
S8	1	and	Reinforcing
S9	1	suddenly	Timing
S10	1	after	Timing
S11	1	I suppose	Corroborative
S12	0		
S13	0		
S14	0		
S15	2	again, and	Reinforcing
S16	0		
S17	0		
S18	0		
S19	0		
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S20	1	as well	Reinforcing
S21	1	too	Reinforcing
S22	1	now	Timing
S23	0		
S24	0		

S25	2	I suppose, as well	Corroborative, Reinforcing
S26	1	well	Corroborative
S27	0		
S28	0		
S29	1	and	Reinforcing
S30	0		
S31	1	and	Reinforcing
S32	1	and	Reinforcing
S33	1	while	Timing
S34	2	and	Reinforcing
S35	0		
S36	2	always, and	Timing, Reinforcing
S37	0		
S38	3	so, and, while	Resultive, Reinforcing, Timing
S39	1	and	Reinforcing
S40	1	more...than	Comparison
S41	1	and	Reinforcing
S42	0		
S43	1	and	Reinforcing
S44	1	in fact	Concessive
S45	0		
S46	1	mostly	Generalization
S47	1	only	Concessive
S48	1	altogether	Summation

S49	0		
S50	1	rather	Replacive
S51	0		
S52	0		
S53	0		
S54	1	all this time	Timing
S55	0		
S56	0		
S57	1	until	Timing
S58	1	first	Ordering
S59	0		
S60	0		
S61	0		
S62	1	and	Reinforcing
S63	0		
S64	1	like	Comparison
S65	1	if	Conditional
S66	0		
S67	0		
S68	0		
S69	0		
S70	0		
S71	1	if	Conditional
S72	0		

S73	0		
S74	0		
S75	0		
S76	1	if	Conditional
S77	1	or	Reinforcing
S78	0		
S79	0		
S80	0		
S81	0		
S82	0		
S83	0		
S84	1	as	Comparison
S85	1	when	Timing
S86	0		
S87	1	and	Reinforcing
S88	0		
S89	0		
S90	0		
S91	0		

S92	0		
S93	1	and	Reinforcing
S94	1	as	Comparison
S95	1	provided	Conditional
S96	1	again	Reinforcing

S97	0		
S98	1	and	Reinforcing
S99	1	at once	Timing
S100	2	and	Reinforcing
S101	3	as if, and	Comparison, Reinforcing
S102	3	and, or	Reinforcing
S103	1	and	Reinforcing
S104	2	and	Reinforcing
S105	0		
S106	2	then, or	Reinforcing
S107	2	always, as	Timing, Comparison
S108	0		
S109	3	before, and, or	Timing, Reinforcing
S110	1	and	Reinforcing
S111	1	often	Timing
S112	2	and	Reinforcing
S113	1	and	Reinforcing
S114	3	before, and, if	Timing, Reinforcing, Conditional
S115	7	then, hitherto, when, once, and	Resultive, Timing, Reinforcing

S116	2	and	Reinforcing
S117	3	and, now	Reinforcing, Timing
S118	2	before, as	Timing, Comparison
S119	1	or	Reinforcing
S120	0		

S121	1	or	Reinforcing
S122	0		
S123	0		
S124	1	yet	Concessive
S125	2	yet, and	Concessive, Reinforcing
S126	1	and	Reinforcing
S127	1	then	Timing
S128	0		
S129	2	and	Reinforcing
S130	1	then	Resultive
S131	3	after, and, then	Timing, Reinforcing
S132	1	and	Reinforcing
S133	1	and	Reinforcing
S134	2	and	Reinforcing
S135	1	and	Reinforcing
S136	2	and	Reinforcing
S137	2	and	Reinforcing
S138	0		
S139	2	and	Reinforcing
S140	0		
S141	1	still	Concessive
S142	2	often, after	Timing
S143	1	again	Timing
S144	2	again, if	Timing, Conditional

S145	0		
S146	0		
S147	1	until	Timing
S148	3	after, and	Timing, Reinforcing
S149	2	before, too	Timing, Reinforcing
S150	0		
S151	1	before	Timing
S152	4	and, also	Reinforcing
S153	1	before	Timing
S154	5	and, also, like, yet	Reinforcing, Comparison, Timing
S155	1	as	Comparison
S156	0		
S157	0		
S158	0		
S159	0		
S160	0		
S161	0		
S162	0		
S163	0		
S164	1	and	Reinforcing
S165	1	only	Concessive
S166	0		
S167	1	only	Concessive
S168	1	however	Concessive

S169	1	and	Reinforcing
S170	5	so, one, as, and, later	Resultive, Ordering, Comparison, Reinforcing, Timing
S171	0		
S172	1	and	Reinforcing
S173	4	however, and, if	Concessive, Reinforcing, Conditional
S174	2	and	Reinforcing
S175	3	and, or	Reinforcing
S176	1	finally	Resultive
S177	1	here	Timing
S178	0		
S179	1	during	Timing
S180	1	eventually	Timing
S181	1	and	Reinforcing
S182	1	and	Reinforcing
S183	0		
S184	0		
S185	2	and	Reinforcing
S186	1	only	Concessive
S187	0		
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S188	2	and, then	Reinforcing
S189	0		
S190	1	after	Timing
S191	0		

S192	0		
S193	2	well, then	Corroborative, Resultive
S194	0		
S195	0		
S196	2	and, then	Reinforcing
S197	1	and	Reinforcing
S198	2	only, and	Concessive, Reinforcing
S199	1	surely	Emphasizing
S200	0		
S201	1	and	Reinforcing
S202	0		
S203	0		
S204	1	and	Reinforcing
S205	0		
S206	1	in truth	Emphasizing
S207	3	suddenly, and	Timing, Reinforcing
S208	1	immediately	Timing
S209	0		
S210	0		
S211	0		
S212	2	and	Reinforcing
S213	1	then	Resultive
S214	0		
S215	0		

S216	2	only, instantly	Concessive, Timing
S217	0		
S218	0		
S219	0		
S220	1	also	Reinforcing
S221	0		
S222	0		
S223	1	so	Resultive
S224	1	and	Reinforcing
S225	1	first	Ordering
S226	1	soon	Timing
S227	1	never	Timing
S228	1	when	Timing
S229	4	and, or	Reinforcing
S230	6	and	Reinforcing
S231	11	and, for, or, when	Reinforcing, Resultive, Timing
S232	1	indeed	Emphasizing
S233	11	and, also	Reinforcing, Ordering
S234	1	indeed	Emphasizing
S235	6	after, like, or, and, because	Timing, Comparison, Reinforcing, Resultive
S236	20	and, after, then, so, though, seldom, only, when	Reinforcing, Timing, Resultive, Concessive
S237	4	while, and	Timing, Reinforcing
S238	6	last, and, then	Timing, Reinforcing

S239	1	and	Reinforcing
S240	1	and	Reinforcing
S241	0		
S242	1	always	Timing
S243	0		
S244	1	and	Reinforcing
S245	0		
S246	3	then, and, as soon as	Timing, Reinforcing
S247	2	and, whether	Reinforcing, Conditional
S248	4	then, because, and, as soon as	Resultive, Timing, Reinforcing
S249	9	and, after	Reinforcing, Timing
S250	1	and	Reinforcing

This table of DCs in literary texts is divided into four columns. The first column consists of the number of sentence in which the DCs occur. The symbol for a sentence is the capital letter (S) plus the number of the sentence. The sentence on which this table depends on as a unit of analysis is “A group of words, usually containing a verb, that expresses a thought in the form of a statement, question, instruction, or exclamation and starts with a capital letter when written” (Cambridge Dictionary). The second column consists of the number of DCs in a sentence. The third column consists of the DCs connectors in the sentence without repeating the DCs that had occurred more than once. The last column consists of the types of DCs to which the DCs belong.

The literary texts on which the table is based consists of ten pages. The ten pages are divided into four types of literary text's each type consisting of a number of pages:

1. Three pages from the Drama "Look Back in Anger". Starting from (S1) to (S97).
2. Three pages from the Novel "A Portrait of an Artist as a Young Man". Starting from (S98) to (S154).
3. Two pages from the Myth "Perseus and medusa". Starting from (S155) to (S227).
4. Two pages from the Short story "How the Leopard Got His Spots". Starting from (S228) to (S250).

7. Table of discourse connectors in legal texts

Table (1): Types and numbers of DCs in legal texts.

Number of sentence	Number of DCs	Discourse connectors	Type of DCs
S1	7	and, during, following, provided, or	Reinforcing, Timing, Conditional
S2	3	and, then	Reinforcing, Antithetic
S3	1	or	Reinforcing
S4	0		
S5	5	and, during, or	Reinforcing, Timing
S6	5	and, in addition	Reinforcing
S7	11	and, or, recently	Reinforcing, Timing
S8	6	and, during, provided, or	Reinforcing, Timing, Conditional,
S9	4	and, then	Reinforcing, Antithetic
S10	2	or, and	Reinforcing
S11	0		
S12	6	and, during, provided, or	Reinforcing, Timing, Conditional
S13	6	and, then, or	Reinforcing, Antithetic
S14	5	and	Reinforcing
S15	11	and, whether, or, otherwise	Reinforcing, Conditional, Resultive
S16	3	and	Reinforcing
S17	15	and, also, or, as, recently	Reinforcing, Comparison, Timing
S18	3	or, and	Reinforcing
S19	3	and, also	Reinforcing
S20	4	and, before	Reinforcing, Timing
S21	6	and, before, if	Reinforcing, Timing, Conditional

S22	5	often, and, after, or	Timing, Reinforcing
S23	1	and	Reinforcing
S24	0		
S25	1	however	Concessive,
S26	0		
S27	2	on the other hand, like	Antithetic, Comparison
S28	0		
S29	0		
S30	2	and, if	Reinforcing, Conditional
S31	0		
S32	4	after, and, or, if	Timing, Reinforcing, Conditional
S33	2	or, and	Reinforcing
S34	5	and, then, if	Reinforcing, Resultive, Conditional
S35	3	otherwise, as, nevertheless	Resultive, Comparison, Concessive
S36	5	because, and, or	Resultive, Reinforcing
S37	2	however, as	Concessive, Comparison
S38	1	however	Concessive
S39	1	even if	Conditional
S40	0		
S41	1	always	Timing
S42	1	and	Reinforcing

S43	2	and, if	Reinforcing, Conditional
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S44	2	usually, when	Timing
S45	2	however, too	Concessive, Equative
S46	4	when, and	Timing, Reinforcing
S47	1	if	Conditional
S48	1	and	Reinforcing
S49	2	always, before	Timing
S50	2	as, always	Comparison, Timing
S51	4	during, or, as, if	Timing, Reinforcing, Comparison, Conditional
S52	2	then, if	Resultive, Conditional
S53	1	and	Reinforcing
S54	1	and	Reinforcing
S55	0		
S56	3	however, always, when	Concessive, Timing
S57	2	and, before	Reinforcing, Timing
S58	1	if	Conditional
S59	2	before, and	Timing, Reinforcing
S60	1	if	Conditional
S61	0		
S62	1	even if	Conditional
S63	0		
S64	1	and	Reinforcing
S65	0		
S66	1	while	Timing
S67	0	and, often	Reinforcing, Timing

S68	2	and	Reinforcing
S69	0		
S70	1	or	Reinforcing
S71	5	and, eventually, if	Reinforcing, Timing, Conditional
S72	3	and	Reinforcing
S73	2	and	Reinforcing
S74	9	with regard, and, as well as	Resultive, Reinforcing, Comparison
S75	2	and	Reinforcing
S76	0		
S77	2	and	Reinforcing
S78	2	also, and	Reinforcing
S79	3	and, or	Reinforcing
S80	7	or, and, as long as	Reinforcing, Timing
S81	1	and	Reinforcing
S82	4	whether, or, and	Conditioned, Reinforcing
S83	1	if	Conditional
S84	0		
S85	0		
S86	1	and	Reinforcing
S87	2	and, if	Reinforcing, Conditional
S88	1	if	Conditional
S89	1	if	Conditional
S90	2	only, whether	Concessive, Conditional
S91	1	if	Conditional

S92	2	or, if	Reinforcing, Conditional
S93	1	only	Concessive
S94	0		
S95	1	and	Reinforcing
S96	2	before, and	Timing, Reinforcing
S97	1	and	Reinforcing
S98	2	further, and	Reinforcing
S99	3	and, or	Reinforcing
S100	9	and, or	Reinforcing
S101	1	or	Reinforcing
S102	2	and	Reinforcing
S103	2	because, rather	Resultive, Replacive
S104	7	also, and, if	Reinforcing, Conditional
S105	5	also, and, or	Reinforcing
S106	1	then	Resultive
S107	3	whether, and, or	Conditional, Reinforcing
S108	0		
S109	0		
S110	1	as	Comparison
S111	1	in this case	Apposition
S112	3	because, and	Resultive, Reinforcing
S113	0		
S114	3	first, and	Ordering, Reinforcing
S115	3	and	Reinforcing

S116	1	and	Reinforcing
S117	2	or	Reinforcing
S118	2	and, or	Reinforcing
S119	1	because	Resultive
S120	0		
S121	1	if	Conditional
S122	1	accordingly	Resultive
S123	1	or	Reinforcing
S124	2	and, thus	Reinforcing, Apposition

This table of DCs in legal texts is divided into four columns. The first column consists of the number of sentence in which the DCs occur. The symbol for a sentence is the capital letter (**S**) plus the number of the sentence. The sentence on which this table depends on as a unit of analysis is “A group of words, usually containing a verb, that expresses a thought in the form of a statement, question, instruction, or exclamation and starts with a capital letter when written” (Cambridge Dictionary). The second column consists of the number of DCs in a sentence. The third column consists of the DCs connectors in the sentence without repeating the DCs that had occurred more than once. The last column consists of the types of DCs to which the DCs belong.

The legal texts on which the table is based consists of ten pages. The ten pages are divided into four types of legal text’s each type consisting of a number of pages:

1. Three pages from a book of law titled “Law of the United States and Related Laws Contained in Title 17 of the United States Code”. Starting from (**S1**) to (**S21**).
2. Three pages from a legal article titled “Avoiding Foreclosure and Eviction without an Attorney in California”. Starting from (**S22**) to (**S71**).

3. Two pages from a settlement agreement. Starting from (S72) to (S98).
4. Two pages from a judicial record. Starting from (S99) to (S124).

7. Results

According to the previous tables of DCs in both legal and literary texts, the number and type of DCs are counted for an analysis of how much these types of DCs have occurred. In addition to this, the DCs that belong to these types are counted. These are dealt with in two separate tables in which the most used type and less used type will be listed from top to bottom.

Table (1): From most to less used types of DCs in literary texts.

Number	Types of DCs	Number of occurrence	DCs
1	Additive	90	and, or, also, too, as well, then.
2	Sequential	55	before, often, again, until, at once, last, suddenly, after, while, always, now, eventually, all this time, once, yet, hitherto, soon, never, seldom, as soon as, later, here, during, one, first, immediately.
3	Contrastive	14	however, in fact, only, rather, still, instantly, though.
4	Resultive	14	finally, so, for, because, then.
5	Comparison	11	Like, as, as if, more...than.
6	Conditional	8	if, provided, whether.
7	Corroborative	4	I suppose, well.
8	Emphasizing	3	surely, in truth, indeed.
9	Summation	1	altogether.
10	Generalization	1	mostly.
11	Apposition	0	

Table (2): From most to less used types of DCs in legal texts.

Number	Types of DCs	Number of occurrence	DCs
1	Additive	73	reinforcing, too, and, or, in addition, also.
2	Conditional	28	provided, whether, if, even if.
3	Sequential	27	first, as long as, eventually, while, during, following, recently, before, often, after, always, usually, when.
4	Contrastive	13	rather, only, then, however, on the other hand, nevertheless.
5	Resultive	11	accordingly, with regard, then, otherwise, because.
6	Comparison	8	as well as, as, like.
7	Apposition	2	thus, in this case.

7. Discussion of results

From the tables above, it is viewed that there are types of DCs that are more used than other types and, of course the usage of these types vary depending on the text they occur in.

In both tables, it is noticed that the Additive type of DCs is used the most, though there is a less variation of DCs in usage. The reason for this is that this type surfs to add as much information to the sentence to help convey an idea or conversation without any interruption or stop. This feature of the Additive type is the most needed in both literary and legal texts.

As for the Sequential type of DCs it has a large variation of DCs in both literary and legal text. But it is more used in literary texts than in legal texts. An important note which is made here is that most of the DCs belong to the subtype “Timing” like (during, later, before, and soon). Those DCs occur more in literary texts since, we have almost always a storyline within the text written in a chronological order. In this way these DCs will create coherence in texts. While in legal texts there is less of DCs of this subtype, because it is not needed due to the nature of the text itself.

Arriving at the Conditional type which is rated the second type that is most used in legal texts. This is because in legal texts many laws are explained, and these laws must have certain conditions in which they should be practiced. And at this point Conditional DCs come into great use to create a coherent text. In literary texts the Conditional type is rated sixth, which means that it is less needed and so less used. But in both cases it should be mentioned that a large variation in DCs of this type is absent.

The Contrastive type is rated third in literary texts and fourth in legal texts. It is less used in legal texts than in literary texts, but there is barely a difference in variation as well as in its usage. This means that this type does not depend largely on the type of text in which it occurs because, they are of standard usage (occurring in both texts equally).

These four types are rated from the first to the third of the most used types of DCs. While from the fourth rated type until the last one the usage plus the variation began to decline in both legal and literary texts. This is shown especially in table two, since the last four rated types are not at all used.

7. Conclusion

Based on the discussion of the results of the analysis, the following conclusion are arrived at: the most important feature DCs add to any type of text is **coherence**.

DCs tend to occur more in literary texts than in legal texts, regardless of the variation of both types of texts. There is a large variety of DCs in literary texts and less variety in legal texts. This means that we may see all types of DCs in literary text. The number and variation of DCs depend on the type of text we read. In literary texts a lot of ideas are expressed and a lot of happenings are told, and these features of literary texts require many DCs to help continue the flow of the text. And a variety of types will be needed to link between many situations and events in different times. While in legal texts the matter is different since, it is considered a more informative type of texts. So, less types of DCs will be used because, there is no continuous stream of thoughts but, rather explanations of laws and states.

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APPENDENCE (1): LITERARY TEXTS

Text (1):

Osborne, John. *Look Back in Anger*. Beirut: York Press, 2007. Print.

S1So we had to seek out some local vicar who didn't know him quite so well. **S2**But it was no use. **S3**When my best man— a chap I'd met in the pub that morning—and I turned up, Mummy and Daddy were in the church already. **S4**They'd found out at the last moment, and had come to watch the execution carried out. **S5**How I remember looking down at them, full of beer for breakfast, and feeling a bit buzzed. **S6**Mummy was slumped over her pew in a heap—the noble, female rhino, pole-axed at last! **S7**And Daddy sat beside her, upright and unafraid, dreaming of his days among the Indian Princes, and unable to believe he'd left his horsewhip at home. **S8**Just the two of them in that empty church—them and me. **S9***(Coming out of his remembrance suddenly.)* **S10**I'm not sure what happened after that. **S11**We must have been married, I suppose. **S12**I think I remember being sick in the vestry. **S13***(To Alison.)* Was I?

HELENA: **S14**Haven't you finished? **S15***He can smell blood again, and he goes on calmly, cheerfully.*

JIMMY: **S16***(to Alison).* **S17**Are you going to let yourself be taken in by this saint in Dior's clothing? **S18**I will tell you the simple truth about her. **S19***(Articulating with care)* She is a cow. **S20**I wouldn't mind that so much, but she seems to have become a sacred cow as well!

CLIFF: **S21**You've gone too far, Jimmy. **S22**Now dry up!

HELENA: **S23**Oh, let him go on.

JIMMY: **S24***(to Cliff).* **S25**I suppose you're going over to that side as well. **S26**Well, why don't you? **S27**Helena will help to make it pay off for you. **S28**She's an expert in the New Economics—the Economics of the Supernatural. **S29**It's all a simple matter of payments and penalties. **S30***(Rises.)* She's one of those apocalyptic share pushers who are spreading all those rumours about a transfer of power. **S31***His imagination is racing, and the words pour out.* **S32**Reason and Progress, the old firm, is selling out! **S33**Everyone get out

while the going's good. **S34**Those forgotten shares you had in the old traditions, the old beliefs are going up—up and up and up. **S35***(Moves up L.)* There's going to be a change over. **S36**A new Board of Directors, who are going to see that the dividends are always attractive, and that they go to the right people. **S37***(Facing them.)* Sell out everything you've got: all those stocks in the old, free inquiry. **S38***(Crosses to above table.)* The Big Crash is coming, you can't escape it, so get in on the ground floor with Helena and her friends while there's still time. **S39**And there isn't much of it left. **S40**Tell me, what could be more gilt-edged than the next world! **S41**It's a capital gain, and it's all yours. **S42***He moves round the table, back to his chair R.* **S43**You see, I know Helena and her kind so very well. **S44**In fact, her kind are everywhere, you can't move for them. **S45**They're a romantic lot. **S46**They spend their time mostly looking forward to the past. **S47**The only place they can see the light is the Dark Ages. **S48**She's moved long ago into a lovely little cottage of the soul, cut right off from the ugly problems of the twentieth century altogether. **S49**She prefers to be cut off from all the conveniences we've fought to get for centuries. **S50**She'd rather go down to the ecstatic little shed at the bottom of the garden to relieve her sense of guilt. **S51**Our Helena is full of ecstatic wind— *(he leans across the table at her)* aren't you? **S52***He waits for her to reply.*

HELENA: **S53***(quite calmly).* **S54**It's a pity you've been so far away all this time. **S55**I would probably have slapped your face. **S56***They look into each other's eyes across the table.* **S57***He moves slowly up, above Cliff, until he is beside her.* **S58**You've behaved like this ever since I first came.

JIMMY: **S59**Helena, have you ever watched somebody die? **S60***She makes a move to rise.* **S61***No, don't move away.* **S62***She remains seated, and looks up at him.* **S63**It doesn't look dignified enough for you.

HELENA: **S64***(like ice).* **S65**If you come any nearer, I will slap your face. **S66***He looks down at her, a grin smouldering round his mouth.*

JIMMY: **S67**I hope you won't make the mistake of thinking for one moment that I am a gentleman.

HELENA: **S68**I'm not very likely to do that.

JIMMY: S69(*binging his face close to hers*). S70I've no public school scruples about hitting girls. S71(*Gently*.) If you slap my face—by God, I'll lay you out!

HELENA: S72You probably would. S73You're the type.

JIMMY: S74You bet I'm the type. S75I'm the type that detests physical violence. S76Which is why, if I find some woman trying to cash in on what she thinks is my defenceless chivalry by lashing out with her frail little fists, I lash back at her.

HELENA: S77Is that meant to be subtle, or just plain Irish? S78*His grin widens*.

JIMMY: S79I think you and I understand one another all right. S80But you haven't answered my question. S81I said: have you watched somebody die?

HELENA: S82No, I haven't.

JIMMY: S83Anyone who's never watched somebody die is suffering from a pretty bad case of virginity. S84*His good humour of a moment ago deserts him, as he begins to remember*. S85For twelve months, I watched my father dying—when I was ten years old. S86He'd come back from the war in Spain, you see. S87And certain god-fearing gentlemen there had made such a mess of him, he didn't have long left to live. S88Everyone knew it—even I knew it. S89*He moves R*. S90But, you see, I was the only one who cared. S91(*Turns to the window*.) S92His family were embarrassed by the whole business. S93Embarrassed and irritated. S94(*Looking out*.) As for my mother, all she could think about was the fact that she had allied herself to a man who seemed to be on the wrong side in all things. S95My mother was all for being associated with minorities, provided they were the smart, fashionable ones. S96*He moves up C. again*. S97We all of us waited for him to die.

Text (2):

Joyce, James. *A Portrait of the Artist as a Young Man*. London: Heinemann Educational Books, 1984. Print.

S98The troubling odour of the long corridors of Clongowes came back to him and he heard the discreet murmur of the burning gasflames. **S99**At once from every part of his being unrest began to irradiate. **S100**A feverish quickening of his pulses followed, and a din of meaningless words drove his reasoned thoughts hither and thither confusedly. **S101**His lungs dilated and sank as if he were inhaling a warm moist unsustaining air and he smelt again the moist warm air which hung in the bath in Clongowes above the sluggish turfcoloured water.

S102Some instinct, waking at these memories, stronger than education or piety, quickened within him at every near approach to that life, an instinct subtle and hostile, and armed him against acquiescence. **S103**The chill and order of the life repelled him. **S104**He saw himself rising in the cold of the morning and filing down with the others to early mass and trying vainly to struggle with his prayers against the fainting sickness of his stomach. **S105**He saw himself sitting at dinner with the community of a college. **S106**What, then, had become of that deeprooted shyness of his which had made him loth to eat or drink under a strange roof?

S107What had come of the pride of his spirit which had always made him conceive himself as a being apart in every order?

S108The Reverend Stephan Dedalus, S.J. **S109**His name in that new life leaped into characters before his eyes and to it there followed a mental sensation of an undefined face or colour of a face. **S110**The colour faded and became strong like a changing glow of pallid brick red. **S111**Was it the raw reddish glow he had so often seen on wintry mornings on the shaven gills of the priests? **S112**The face was eyeless and sourfavoured and devout, shot with pink tinges of suffocated anger. **S113**Was it not a mental spectre of the face of one of the Jesuits whom some of the boys called Lantern Jaws and others Foxy Campbell? **S114**He was passing at that moment before the Jesuits house in Gardiner Street and wondered vaguely which window would be his if he ever joined the order. **S115**Then he wondered at the vagueness of his wonder, at the remoteness of his own soul from what he had hitherto imagined her sanctuary, at the frail hold which so many years of order and obedience had of him when once a definite and irrevocable act of his threatened to end for ever, in time and in eternity, his freedom. **S116**The voice of the director urging upon him the proud claims of the church and the mystery and power of the priestly office repeated itself idly in his memory. **S117**His soul was not there to hear and greet it and he knew now that the exhortation he had listened to had

already fallen into an idle formal tale. **S118**He would never swing the thurible before the tabernacle as priest. **S119**His destiny was to be elusive of social or religious orders. **S120**The wisdom of the priest's appeal did not touch him to the quick. **S121**He was destined to learn his own wisdom apart from others or to learn the wisdom of others himself wandering among the snares of the world. **S122**The snares of the world were its ways of sin. **S123**He would fall. **S124**He had not yet fallen but he would fall silently, in an instant. **S125**Not to fall was too hard, too hard; and he felt the silent lapse of his soul, as it would be at some instant to come, falling, falling, but not yet fallen, still unfallen, but about to fall. **S126**He crossed the bridge over the stream of the Tolka and turned his eyes coldly for an instant towards the faded blue shrine of the Blessed Virgin which stood fowlwise on a pole in the middle of a hamshaped encampment of poor cottages. **S127**Then, bending to the left, he followed the lane which led up to his house. **S128**The faint sour stink of rotted cabbages came towards him from the kitchen gardens on the rising ground above the river. **S129**He smiled to think that it was this disorder, the misrule and confusion of his father's house and the stagnation of vegetable life, which was to win the day in his soul. **S130**Then a short laugh broke from his lips as he thought of that solitary farmhand in the kitchen gardens behind their house whom they had nicknamed the man with the hat. **S131**A second laugh, taking rise from the first after a pause, broke from him involuntarily as he thought of how the man with the hat worked, considering in turn the four points of the sky and then regretfully plunging his spade in the earth. **S132**He pushed open the latchless door of the porch and passed through the naked hallway into the kitchen. **S133**A group of his brothers and sisters was sitting round the table. **S134**Tea was nearly over and only the last of the second watered tea remained in the bottoms of the small glass jars and jampots which did service for teacups. **S135**Discarded crusts and lumps of sugared bread, turned brown by the tea which had been poured over them, lay scattered on the table. **S136**Little wells of tea lay here and there on the board, and a knife with a broken ivory handle was stuck through the pith of a ravaged turnover. **S137**The sad quiet greyblue glow of the dying day came through the window and the open door, covering over and allaying quietly a sudden instinct of remorse in Stephan's heart. **S138**All that had been denied them had been freely given to him, the eldest; but the quiet glow of evening showed him in their faces no sign of rancor. **S139**He sat near them at the table and asked where his father and mother were. **S140**One answered:

- Goneboro toboro lookboro atboro aboro houseboro.

S141 Still another removal! **S142** A boy named Fallon in Belvedere had often asked him with a silly laugh why they moved so often. **S143** A frown of scorn darkened quickly his forehead as he heard again the silly laugh of the questioner.

S144 He asked:

- Why are we on the move again if it's a fair question?

- **S145** Becauseboro theboro landboro lordboro willboro putboro usboro outboro.

S146 The voice of his youngest brother from the farther side of the fireplace began to sing the air *Oft in the Stilly Night*. **S147** One by one the others took up the air until a full choir of voices was singing. **S148** They would sing so for hours, melody after melody, glee after glee, till the last pale light died down on the horizon, till the first dark nightclouds came forth and night fell.

S149 He waited for some moments, listening, before he too took up the air with them. **S150** He was listening with pain of spirit to the overtone of weariness behind their frail fresh innocent voices. **S151** Even before they set out on life's journey they seemed weary already of the way.

S152 He heard the choir of voices in the kitchen echoed and multiplied through an endless reverberation of the choirs of endless generations of children and heard in all the echoes an echo also of the recurring note of weariness and pain. **S153** All seemed weary of life even before entering upon it. **S154** And he remembered that Newman had heard this note also in the broken lines of Virgil, *giving utterance, like the voice of Nature herself, to that pain and weariness yet hope of better things which has been the experience of her children in every time.*

Text (3):

Perseus and medusa. <http://myths.e2bn.org/mythsandlegends/textonly20134_perseus-and-medusa.html>. 2006. Web. 8 Jan. 2016.

S155 Acrisius' eyes widened in horror as the ancient Pythia (priestess) hissed, "King of Argos, listen well. **S156** Your daughter's son will spell your doom!"

S157 "My daughter is unmarried. **S158** She has no son," he spluttered. **S159** The Pythia smiled knowingly through the swirling vapours that rose from the chasm below her, but spoke no more.

S160 Acrisius, shocked, stumbled from the Oracle in Apollo's temple at Delphi.

S161 "This will not happen," he vowed.

S162 On his arrival at his palace, his beautiful daughter, Danae, ran to greet him.

S163 Her joy turned to dismay as he roughly grabbed her arm. **S164** He dragged her to a bronze room at the top of the palace, thrusting her inside and locking the heavy door.

S165 Each day the door opened only to admit a young slave girl with food.

S166 The room was open to the sky, but Danae had no means of escape. **S167** She could only wonder in sorrow why her father had turned against her so.

S168 However, her pleas and sighs were heard in the heavens by Zeus. **S169** He looked down at the beautiful maiden, and immediately fell in love with her.

S170 So, one night, he visited her as a shower of golden light, and from this heavenly union, nine months later, a baby boy was born. **S171** He was called Perseus.

S172 On discovering this, Acrisius raged and roared. **S173** Fearful of Zeus' wrath if he murdered them, however, he ordered his daughter and baby grandson to be put into a wooden chest and tipped into the raging sea. **S174** Danae's prayers were so desperate as they were pitched and tossed by the waves that Poseidon, god of the seas, was stirred by their plight and calmed the waters.

S175 Even so, mother and baby bobbed around the sea for days and days, without food or water. **S176** Finally they were washed up on the strange, mysterious island of Serifos. **S177** Here they were taken in by a kind fisherman called Dyctus, brother to the king, Polydectes. **S178** He gave them shelter for many years. **S179** During that time, Perseus grew into a strong, handsome youth who was very protective of his lovely mother. **S180** Unhappily, she eventually came to the notice of the King.

S181 King Polydectes was a cruel and evil tyrant. **S182** He summoned Danae and her son to court. **S183** Perseus did all he could to guard his mother against the King's unwanted attentions. **S184** Polydectes, angered, planned how he could get the young man out of the way. **S185** He ordered a feast and invited all the young men and women of the court. **S186** Unsuspecting, Perseus eagerly turned up, only to find that all the other guests were carrying an expensive present for the monarch.

S187 "Are you not aware of our customs?" one guest sneered. **S188** And then, in front of the whole court, Polydectes called out, "Perseus, where is your gift?"

S189 Shamefaced, Perseus blustered, "I can bring you a fine gift, anything in the world, what is your wish?"

S190The clever king, playing on the young man's embarrassment, replied, after a thoughtful pause.

S191"Anything? You would deliver to me anything in the world?" he asked.

S192Perseus nodded.

S193"Well then, bring me the head of the Gorgon Medusa."

S194There was a collective gasp from all in the room, except from Perseus.

S195"Consider it done!" he shouted, anxious to prove himself in any way he could.

S196The courtiers looked at each other in stunned surprise and then started to titter. **S197**The three female Gorgons were monstrous and deadly creatures that guarded the entrance to the underworld. **S198**Of the three, only Medusa was mortal and could be killed. **S199**Surely this ignorant young man had no idea what he was taking on, they thought.

S200Next morning, with a heavy heart, Perseus set off on his journey. **S201**Danae was distraught and begged him not to go. **S202**"I have made a promise," he said resolutely. **S203**"Please don't worry mother. **S204**I will return and free you from the attentions of this man!" **S205**As he stood at the crossroads outside the town, his resolution wavered. **S206**In truth, he had no idea which path to take. **S207**Suddenly there appeared before him a young man with winged sandals and a tall woman in a white robe, holding a shield and spear.

S208Perseus knew immediately that he was in the company of the gods.

S209"Don't be afraid," said the young man, "the gods look kindly upon you.

S210You are a son of Zeus. **S211**We wish to help you in your quest to slay Medusa. **S212**I am Hermes, messenger of the Gods and this is our sister Athena, goddess of wisdom and war." **S213** Hermes then handed Perseus a very sharp sword, which he said belonged to Zeus. **S214**He next gave him his own winged sandals.

S215Athena handed him a highly polished shield. **S216**"Look only at Medusa's reflection through this," she warned, "for anyone casting their eyes upon her hideous face will be instantly turned to stone."

S217Athena continued: "You must find the Old Grey Sisters that live on the northern shore. **S218**Make them tell you how to locate the daughters of Hesperus, the Nymphs who tend the garden of the Goddess Hera. **S219**They have been entrusted with items you need to defeat the Gorgon."

S220"They will also tell you how to find her lair. **S221**Be bold yet cunning in your

quest, we wish you well."

S222Perseus, thanked them for their gifts. **S223**"Others have failed, I know," he said, "so I will heed your advice gladly."

S224And so Perseus' quest began. **S225**He travelled first northwards, to seek out the Old Grey Sisters. **S226**Soon he approached their cave by the seas. **S227**Never had he seen a more revolting sight.

Text (4):

Kipling, Rudyard. *How the Leopard Got His Spots*.

<<https://americanliterature.com/author/rudyard-kipling/short-story/how-the-leopard-got-his-spots>>. 2014. Web. 8 Jan. 2016.

S228In the days when everybody started fair, Best Beloved, the Leopard lived in a place called the High Veldt.**S229** 'Member it wasn't the Low Veldt, or the Bush Veldt, or the Sour Veldt, but the 'sclusively bare, hot, shiny High Veldt, where there was sand and sandy-coloured rock and 'sclusively tufts of sandy-yellowish grass.

S230The Giraffe and the Zebra and the Eland and the Koodoo and the Hartebeest lived there; and they were 'sclusively sandy-yellow-brownish all over; but the Leopard, he was the 'sclusivist sandiest-yellowish-brownest of them all a greyish-yellowish catty-shaped kind of beast, and he matched the Veldt to one hair.

S231This was very bad for the Giraffe and the Zebra and the rest of them; for he would lie down by a 'sclusively yellowish-greyish-brownish stone or clump of grass, and when the Giraffe or the Zebra or the Eland or the Koodoo or the Bush-Buck or the Bonte-Buck came by he would surprise them out of their jumpsome lives. **S232**He would indeed! **S233**And, also, there was an Ethiopian with bows and arrows (a 'sclusively greyish-brownish-yellowish man he was then), who lived on the High Veldt with the Leopard; and the two used to hunt together the Ethiopian with his bows and arrows, and the Leopard 'sclusively with his teeth and claws till the giraffe and the Eland and the Koodoo and the Quagga and all the rest of them didn't know which way to jump, Best Beloved.**S234** They didn't indeed!

S235After a long time things lived for ever so long in those days they learned to avoid anything that looked like a Leopard or an Ethiopian; and bit by bit the

Giraffe began it, because his legs were the longest they went away from the High Veldt. **S236** They scuttled for days and days till they came to a great forest, 'sclusively full of trees and bushes and stripy, speckly, patchy-blatchy shadows, and there they hid: and after another long time, what with standing half in the shade and half out of it, and what with the slippery-slidy shadows of the trees falling on them, the Giraffe grew blotchy, and the Zebra grew stripy, and the Eland and the Koodoo grew darker, with little wavy grey lines on their backs like bark on a tree trunk; and so, though you could hear them and smell them, you could very seldom see them, and then only when you knew precisely where to look.

S237 They had a beautiful time in the 'sclusively speckly-spickly shadows of the forest, while the Leopard and the Ethiopian ran about over the 'sclusively greyish-yellowish-reddish High Veldt outside, wondering where all their breakfasts and their dinners and their teas had gone. **S238** At last they were so hungry that they ate rats and beetles and rock-rabbits, the Leopard and the Ethipian, and then they met Baviaan the dog-headed, barking Baboon, who is Quite the Wisest Animal in All South Africa.

S239 Said Leopard to Baviaan (and it was a very hot day), "Where has all the game gone?"

S240 And Baviaan winked. **S241** He knew.

S242 Said the Ethiopian to Baviaan, "Can you tell me the present habitat of the aboriginal Fauna?" (That meant just the same thing, but the Ethiopian always used long words. **S243** He was a grown-up.)

S244 And Baviaan winked. **S245** He knew.

S246 Then said Baviaan, "The game has gone into other spots; and my advice to you, Leopard, is to go into other spots as soon as you can."

S247 And the Ethiopian said, "That is all very fine, but I wish to know whether the aboriginal Fauna has migrated."

S248 Then said Baviaan, "The aboriginal Fauna has joined the aboriginal Flora because it was high time for a change; and my advice to you, Ethiopian, is to change as soon as you can."

S249That puzzled the Leopard and the Ethiopian, but they set off to look for the aboriginal Flora, and presently, after ever so many days, they saw a great, high, tall forest full of tree trunks all 'sclusively speckled and sprottled and spottled, dotted and splashed and slashed and hatched and cross-hatched with shadows.**S250** (Say that quickly aloud, and you will see how very shadowy the forest must have been.

APPENDENCE (2): LEGAL TEXTS

Text (1):

Pallante, Maria A. *Copyright Law of the United States: and Related Laws Contained in Title 17 of the United States Code.*

<<http://copyright.gov/title17/circ92.pdf>>. 2011. Web. 8 Jan, 2016.

S1(1)(A) Proceedings under chapter 8 shall determine reasonable rates and terms of royalty payments for subscription transmissions by preexisting subscription services and transmissions by preexisting satellite digital audio radio services specified by subsection (d)(2) during the 5-year period beginning on January 1 of the second year following the year in which the proceedings are to be commenced, except in the case of a different transitional period provided under section 6(b)(3) of the Copyright Royalty and Distribution Reform Act of 2004, or such other period as the parties may agree.**S2** Such terms and rates shall distinguish among the different types of digital audio transmission services then in operation.**S3** Any copyright owners of sound recordings, preexisting subscription services, or preexisting satellite digital audio radio services may submit to the Copyright Royalty Judges licenses covering such subscription transmissions with respect to such sound recordings.**S4** The parties to each proceeding shall bear their own costs.**S5** (B) The schedule of reasonable rates and terms determined by the Copyright Royalty Judges shall, subject to paragraph (3), be binding on all copyright owners of sound recordings and entities performing sound recordings affected by this paragraph during the 5-year period specified in subparagraph (A), a transitional period provided under section 6(b)(3) of the Copyright Royalty and Distribution Reform Act of 2004, or such other period as the parties may agree.**S6** In establishing rates and terms for preexisting subscription services and preexisting satellite digital audio radio services, in addition to the objectives set forth in section 801(b)(1), the Copyright Royalty Judges may consider the rates and terms for comparable types of subscription digital audio transmission services and comparable circumstances under voluntary license agreements described in subparagraph (A).**S7** (C) The procedures under subparagraphs (A) and (B) also shall be initiated pursuant to a petition filed by any copyright owners of sound recordings, any preexisting subscription services, or any preexisting satellite digital audio radio services indicating that a new type of subscription digital audio

transmission service on which sound recordings are performed is or is about to become operational, for the purpose of determining reasonable terms and rates of royalty payments with respect to such new type of transmission service for the period beginning with the inception of such new type of service and ending on the date on which the royalty rates and terms for subscription digital audio transmission services most recently determined under subparagraph (A) or (B) and chapter 8 expire, or such other period as the parties may agree. **S8** (2)(A) Proceedings under chapter 8 shall determine reasonable rates and terms of royalty payments for public performances of sound recordings by means of eligible nonsubscription transmission services and new subscription services specified by subsection (d)(2) during the 5-year period beginning on January 1 of the second year following the year in which the proceedings are to be commenced, except in the case of a different transitional period provided under section 6(b)(3) of the Copyright Royalty and Distribution Reform Act of 2004, or such other period as the parties may agree. **S9** Such rates and terms shall distinguish among the different types of eligible nonsubscription transmission services and new subscription services then in operation and shall include a minimum fee for each such type of service. **S10** Any copyright owners of sound recordings or any entities performing sound recordings affected by this paragraph may submit to the Copyright Royalty Judges licenses covering such eligible nonsubscription transmissions and new subscription services with respect to such sound recordings. **S11** The parties to each proceeding shall bear their own costs. **S12** (B) The schedule of reasonable rates and terms determined by the Copyright Royalty Judges shall, subject to paragraph (3), be binding on all copyright owners of sound recordings and entities performing sound recordings affected by this paragraph during the 5-year period specified in subparagraph (A), a transitional period provided under section 6(b)(3) of the Copyright Royalty and Distribution Act of 2004, or such other period as the parties may agree. **S13** Such rates and terms shall distinguish among the different types of eligible nonsubscription transmission services then in operation and shall include a minimum fee for each such type of service, such differences to be based on criteria including, but not limited to, the quantity and nature of the use of sound recordings and the degree to which use of the service may substitute for or may promote the purchase of phonorecords by consumers. **S14** In establishing rates and terms for transmissions by eligible nonsubscription services and new subscription services, the Copyright Royalty

Judges shall establish rates and terms that most clearly represent the rates and terms that would have been negotiated in the marketplace between a willing buyer and a willing seller.**S15** In determining such rates and terms, the Copyright Royalty Judges shall base their⁴⁹ decision on economic, competitive and programming information presented by the parties, including— (i) whether use of the service may substitute for or may promote the sales of phonorecords or otherwise may interfere with or may enhance the sound recording copyright owner’s other streams of revenue from its sound recordings; and (ii) the relative roles of the copyright owner and the transmitting entity in the copyrighted work and the service made available to the public with respect to relative creative contribution, technological contribution, capital investment, cost, and risk.**S16** In establishing such rates and terms, the Copyright Royalty Judges may consider the rates and terms for comparable types of digital audio transmission services and comparable circumstances under voluntary license agreements described in subparagraph (A).**S17** (C) The procedures under subparagraphs(A) and (B) shall also be initiated pursuant to a petition filed by any copyright owners of sound recordings or any eligible nonsubscription service or new subscription service indicating that a new type of eligible nonsubscription service or new subscription service on which sound recordings are performed is or is about to become operational, for the purpose of determining reasonable terms and rates of royalty payments with respect to such new type of service for the period beginning with the inception of such new type of service and ending on the date on which the royalty rates and terms for eligible nonsubscription services and new subscription services, as the case may be, most recently determined under subparagraph (A) or (B) and chapter 8 expire, or such other period as the parties may agree. **S18**(3) License agreements voluntarily negotiated at any time between 1 or more copyright owners of sound recordings and 1 or more entities performing sound recordings shall be given effect in lieu of any decision by the Librarian of Congress or determination by the Copyright Royalty Judges.**S19** (4)(A) The Copyright Royalty Judges shall also establish requirements by which copyright owners may receive reasonable notice of the use of their sound recordings under this section, and under which records of such use shall be kept and made available by entities performing sound recordings.**S20** The notice and recordkeeping rules in effect on the day before the effective date of the Copyright Royalty and Distribution Reform Act of 2004 shall remain in effect unless and until new

regulations are promulgated by the Copyright Royalty Judges.**S21** If new regulations are promulgated under this subparagraph, the Copyright Royalty Judges shall take into account the substance and effect of the rules in effect on the day before the effective date of the Copyright Royalty and Distribution Reform Act of 2004 and shall, to the extent practicable, avoid significant disruption of the functions of any designated agent authorized to collect and distribute royalty fees.

Text (2):

Wilson, Blake. *Avoiding Foreclosure and Eviction without an Attorney in California*. <<http://www.hg.org/article.asp?id=37548>. 2012>. Web. 27 Jan. 2016.

S22 Foreclosure is a scary, cumbersome process that often renders homeowners desperate for help, and all too often they call upon unqualified, or unethical, self-proclaimed foreclosure defense attorneys or advocates.

S23 There are two types of foreclosure in the United States: judicial and non-judicial. **S24** We will discuss primarily non-judicial foreclosures in California. **S25** However, for comparison, a judicial foreclosure state is one that requires a lender to institute a legal action to collect on its security interest. **S26** There is no Deed of Trust in these states, only a mortgage. **S27** On the other hand, non-judicial foreclosure states, like California, do not require a legal action to foreclose.

S28 The security interest the lender has in the home is called a Deed of Trust. **S29** This instrument allows the lender to immediately begin the foreclosure process. **S30** Many of these loans are pooled into what is called a collateralized debt obligation, and investors, like the ones in *The Big Short*, use what is called a credit default swap to make millions, if not billions, in profits betting against the real estate market. **S31** But I digress.

S32 If you default on your mortgage in California, after ninety (90) days, you will be contacted by your lender to discuss alternatives to foreclosure, and your right to apply for a modification, record a deed in lieu of foreclosure, or proceed with a short sale. **S33** Two of these options are free and homeowners can use them to prevent foreclosure, and save necessary funds to either move out, or hire an attorney to help fight the banks. **S34** If you do nothing, your lender will record a

Notice of Default, and if you still do nothing, your lender will then record a Notice of Trustee's Sale, which will include the date, time and place of your foreclosure sale.

S35In my experience, homeowners who apply for a request for mortgage assistance, otherwise known as a loan modification, have a far lower success rate than homeowners who hire an attorney, but this is still nevertheless a good free option to buy you time. **S36** request for mortgage assistance stalls the foreclosure process, because California Civil Code Section 2923.6, requires a lender to review the request, and bans it from recording a Notice of Default and/or Notice of Trustee's Sale, and the lender is prohibited from foreclosing. **S37**There is one requirement, however, as you must submit a "complete" request for mortgage assistance. **S38**An experienced attorney will know every document you need to submit, however, you can ask your lender to provide a list of documents you need to submit. **S39**Even if you do not submit a "complete" request for mortgage assistance, you will still benefit from the foreclosure stalling, as virtually every lender will simply send you a written request for additional paperwork.**S40** It is extremely important to reply to this letter with all requested documents.**S41** The letter will typically indicate a deadline to submit outstanding documents; always meet these deadlines.

S42A request for mortgage assistance can last several months, and this is precious time you can use to save your money.**S43** If your lender approves your modification, and you can afford the modified payments, your lender will place you in a trial period plan, which invariably requires three payments to prove you can afford the payments. **S44**When you complete these payments, your lender will send a final modification, which is usually very close to the same monthly payment in your trial period plan. **S45**An attorney will come handy in this area to negotiate more favorable terms, however, you are free to negotiate with your lender too.**S46** When your lender sends the final modification, and you check the numbers and are confident you can make the payment, be sure you sign the final modification and return it to your lender within the applicable deadline, along with payment.

S47If you are not approved for a modification, you have a right, per statute, to appeal the decision.**S48** Your request to appeal must be in writing and sent to the appropriate address.**S49** It is always necessary to call your lender before you send it to ensure you have the correct address. **S50**Always write down every conversation you have with your lender, as this may prove beneficial should you need to sue

your lender.**S51** During the modification process, if your lender records a Notice of Default or a Notice of Trustee's Sale, call a foreclosure attorney immediately, as time is of the essence.**S52** If you are still at a point where you cannot afford an attorney, then send your lender a Qualified Written Request.

S53A Qualified Written Request ("QWR") is a formal request to your lender to provide certain documents, and adhere to foreclosure laws during your modification review. **S54**You will want to request copies of your payment history, deed of trust, pooling and servicing agreement, any recorded documents, among others.**S55** Your QWR should also include every provision of the California foreclosure statutes that your lender has violated. **S56**This will require some research, however, there are samples of QWR's online, but you should always proceed with caution when using a boilerplate sample document you find online.**S57** The purpose of this document is to put your lender on notice that it is proceeding illegally with foreclosure, and that you are requesting documents, which they are required to provide before foreclosing.**S58** The QWR is another free tool to buy you more time.**S59** Your lender must provide all documentation that you request before it can foreclose, and this can take up to two months, depending on the depth of the QWR.**S60** If all of these methods fail, proceed to a short sale.

S61A short sale is a real estate transaction in which you are requesting your bank to accept an offer from a buyer for less than the value of the mortgage debt.**S62** Even if you do not intend to proceed with the short sale, this is still a good method to delay foreclosure, as your lender is required to entertain a short sale package.**S63** It would be very prudent to hire a real estate agent with specific experience in short sales.**S64** A short sale can take six months, which is more time you gain in you home, and more money you can save to hire a professional to help you.

S65There is one last option to buy you time without having to hire an attorney: bankruptcy.**S66** While you will need an attorney to navigate successfully through a full bankruptcy, you do not need an attorney to file an emergency bankruptcy.**S67** An emergency bankruptcy is a "skeleton" bankruptcy in which you provide only a portion of all the required documents.**S68** Typically, you will file a voluntary bankruptcy petition, and the documents required by the three-day deadline under the bankruptcy code, but your filing will not include the schedules and chapter 13 plan.**S69** The mere filing of a voluntary bankruptcy petition will give you the

benefit of the "automatic stay," which prevents your lender from taking any actions whatsoever.**S70** The automatic stay will last up to thirty days, or until your lender files a motion for relief from automatic stay.

S71If you have exhausted all of these methods, and your modification was not approved, and your lender did not accept your short sale, eventually your home will be sold at foreclosure, and you will face eviction.

Text (3):

Settlement Agreement. < <https://www.icann.org/en/system/files/files/icann-vrsn-settlement-agreement-24oct05-en.pdf>>. 2005. Web. 8 Jan, 2016.

S72This Settlement Agreement ("Agreement"), effective this ____ day of _____ 2005, is made by and on behalf of the following entities: (i) Internet Corporation for Assigned Names and Numbers, a non -profit public benefit corporation organized under the laws of the State of California, United States of America ("ICANN"); and (ii) VeriSign, Inc., a corporation organized under the laws of the State of Delaware, United States of America ("VeriSign").**S73** ICANN and VeriSign are referred to collectively as the "Parties."**S74** WHEREFORE, ICANN and VeriSign are parties to the following agreements: (i) Registry Agreement effective May 2001 with regard to the ".com" top level domain of the Internet (the "2001 .com Registry Agreement"); and (ii) Registry Agreement effective May 2001 with regard to the ".net" top level domain of the Internet (the "2001 .net Registry Agreement"); and WHEREFORE, disputes have arisen between ICANN and VeriSign under the 2001 .com Registry Agreement and the 2001 .net Registry Agreement, which disputes have resulted in both litigation and arbitration; and WHEREFORE, ICANN and VeriSign desire to settle and compromise certain of their disputes by entering into this Agreement as well as a successor registry agreement with respect to the ".com" top level domain of the Internet (the "2005 .com Registry Agreement"). **S75**For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows: 1. VeriSign support of ICANN. A. **S76**Upon approval of this Agreement by the ICANN Board, the Parties shall issue separate press statements regarding this Agreement.**S77** VeriSign agrees that its statement shall reiterate its support for

ICANN as the appropriate technical coordination body for the DNS , in particular with respect to Internet domain names, IP address numbers, root server system management functions, and protocol parameter and port numbers.**S78** VeriSign also agrees that it will continue to be an advocate for the private sector solution to the coordination of Internet names and addresses, including (without limitation) that VeriSign will advocate ICANN's appropriate role in that process.**S79** B. VeriSign agrees that, effective immediately upon the execution of this Agreement, it will not participate in, contribute monies for, encourage or provide other support for any activities by or for third parties that seek to undermine ICANN's role as set out in paragraph 1A above, and it will immediately cease any such ongoing activities. **S80**This does not (i) affect in any way VeriSign's obligations to respond truthfully to government inquiries, judicial proceedings, or required testimony; (ii) prohibit VeriSign from taking positions or advocating within the ICANN process on specific issues, consistent with its obligations in paragraph 1A above; or (iii) preclude VeriSign from membership in organizations that may take positions with respect to ICANN or related subjects, so long as VeriSign does not use its membership as a device to avoid the obligations of this paragraph and does not advocate or support such actions by any organization in any way other than its membership.**S81** C. The Parties agree to the following dispute resolution process for the issues referenced in paragraphs 1A and 1B:**S82** 1. Should any dispute arise as to whether VeriSign is complying with its obligations under paragraphs 1A or 1B above, senior management (meaning at least one of the two most senior executives in the respective companies or their affected business units and the companies' respective general counsel) will promptly confer concerning the issue in an attempt to resolve the issue.**S83** If senior management cannot resolve the issue within three business days, the issue shall be referred immediately to non-binding and informal mediation. **S84**The Parties hereby designate the Hon. Charles S. Vogel as the mediator, assuming he is available.**S85** If he is not available, the Parties agree that the Los Angeles office of JAMS shall select the mediator. **S86**The Parties agree that the mediation shall conclude within five (5) business days and that any briefing materials filed with the mediator shall be limited to five (5) pages.**S87** 2. If mediation does not achieve a resolution, the dispute shall be referred to binding arbitration by a single arbitrator under the most expedited schedule that is available, for the purpose of producing a final and binding decision within fifteen (15) business days of the initiation of arbitration.**S88** The parties

agree that, if available, the arbitrator shall be Hon. Richard C. Neal.S89 If he is not available, the Parties agree that the Los Angeles office of JAMS shall select an arbitrator.S90 The arbitrator will be asked to decide only whether VeriSign has complied with its obligations in paragraphs 1A-B above.S91 If the arbitrator issues an award in favor of VeriSign, the matter shall be concluded.S92 If the arbitrator issues a finding in favor of ICANN, the arbitrator may impose appropriate remedies on VeriSign, limited to ordering a public retraction or corrective communication. S93The parties may seek judicial review of the arbitration only on the grounds available under the Federal Arbitration Act.S94 Exclusive venue for such judicial review shall be in a court located in the County of Los Angeles, California.S95 In the event the arbitrator issues an award in favor of ICANN, ICANN shall be entitled to commence further arbitration proceedings seeking damages for any breach of the provisions of sections 1A and 1B above (the “Subsequent Arbitration”). S96The Subsequent Arbitration shall be conducted before the same JAMS arbitrator and pursuant to the JAMS commercial arbitration rules.S97 In the Subsequent Arbitration, the arbitrator shall permit reasonable discovery and other pre-trial proceedings.S98 Further, in the Subsequent Arbitration, the decision of the initial arbitrator shall be non-binding and non-prejudicial to VeriSign.

Text (4):

Before the Presiding Judges of the Administrative Judicial Regions: Per Curiam Rule 12 Decision. <<http://www.txcourts.gov/media/480889/11-009.pdf> 2011>. Web.8 Jan, 2016.

S99Petitioner requested the following records from Respondent: 1. “Copy of cellular phone records or billing detail listing incoming and outgoing calls by date and time for the days May 10, 2010 through May 14, 2010 inclusive, for the cellular phone assigned to Honorable Judge K. Michael Mayes.S100” 2. “Copy of any and all calendars and or schedules used by the court or other record, calendar and or schedules used by court personnel in written or electronic form used or maintained by the 410th District Court and or its personnel and or presiding judge for the month of May 2010.S101” 3. “Any and all records of the court or of court

personnel of any kind that reveal the whereabouts of Honorable Judge K. Michael Mayes for the days of May 10, 11, 12, 13, 14, 2010.**S102**” 4. “Copy of any and all email communications between Honorable Judge K. Michael Mayes and any person that discusses vacation plans of any person in the 410th District Court for the month of May 2010.”**S103** Respondent informed Petitioner that his request did not comply with Rule 12 because it was emailed to the court’s coordinator rather than the judge who is the custodian of the court’s records.**S104** Respondent also informed Petitioner that if the request were considered appropriate, it was overly broad and vague, failed to reasonably identify the requested records and constituted a clearly unwarranted invasion of confidential matters and personal privacy and invaded the personal and private interests of the entire court’s staff, their families and friends.**S105** Respondent also claimed that the request included matters that are not judicial records and that the request was for records that are exempt under Rule 12.5(a) (work product and drafts), 12.5(c) (personnel information), 12.5(d) (home address), 12.5(f) (internal deliberations), 12.5(h) (calendar information), 12.5(i) (confidential under other law), 12.5(i)(1) (information related to a complaint filed against a judicial officer) and 12.5(i)(3) (trade secret or commercial or financial information).**S106** Petitioner then filed this appeal.**S107** At the outset, we address whether Petitioner’s request fails to comply with the Rule 12 requirement that a “request must be sent to the records custodian and not to a court clerk or other agent for the records custodian.”**S108** See Rule 12.6(a).**S109** Petitioner’s letter is addressed to Judge Mayes, the judge of the 410th Judicial District Court, but was emailed to the judge’s court coordinator.**S110** It is evident from the letter’s heading that Petitioner intended to direct his request to the judge; it appears that the coordinator’s email address was merely used as a vehicle to deliver the letter to the judge’s office. **S111**In this case, the court’s coordinator, who is a member of the court’s staff, forwarded the request to the judge of the court. **S112**Because Rule 12 is to be liberally construed to achieve its purpose and this request was delivered to the office of the records custodian and the custodian actually received the request, we conclude that the request should be treated as a valid Rule 12 request.**S113** Next, we address the contentions raised by Respondent. **S114**The first item of the request is for billing information that lists incoming and outgoing calls by date and time for a specific time period for a cellular phone assigned to Judge K. Michael Mayes.**S115** Respondent alleges that the entire request is overly broad and vague, fails to reasonably identify the requested records

and is an invasion of privacy and that the bill is an administrative record that is not subject to Rule 12.**S116** Petitioner specifically lists the telephone bill he is requesting, the information he requires and the time period for the record. **S117**We do not find this request to be vague or ambiguous or that it fails to reasonably identify the requested records. **S118**Bills for cellular phone service used by court staff and paid for, in whole or in part, with public funds are records that are maintained for the court in its regular course of business.**S119** Because they do not pertain to the court's adjudicative function they are judicial records that are subject to Rule 12.**S120** See Rule 12.2(d). **S121** If Judge Mayes uses a cell phone that is paid for, in whole or in part, with public funds, the bills for that phone are judicial records that are available to the public subject to Rule 12.5 exemptions. **S122**Accordingly, we will address the Rule 12.5 exemptions to disclosure of the phone records raised by Respondent.**S123** Telephone bills do not relate to a judicial officer's adjudicative decision-making process, they are not personnel information, they do not constitute internal deliberations of a court, nor do they contain calendar information. **S124**Thus, they are not exempt under Rules 12.5(a), (c), (f) and (h).