Working towards a *Discipline-Specific Vocabulary Core (DSVC)* for postgraduate International Law

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needs of PG Law (LLM) students

socio-legal context

Northcott (2008, 2009)

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reading

writing

listening

speaking


---

re
d
ing

vocabulary

d

Carver (1994),
Schoonen et al (1998),
Nassaji 2003)
Carr & Stone (2014, p.159)

the secondary **obligation** however raises a number of questions does the further **obligation** require the charterer to be **vigilant** at all times continuously that is to **check** there are no **abnormal** or unusual **occurrences** or likelihood of **abnormal** or unusual **occurrences** in the **nominated port** or on the way to the **nominated port** what standard of care must the **charterer** exercise is it one of **due diligence** or is it **absolute** is the secondary **obligation** personal to the **charterer** in other words is he **liable** for the **negligence** on the part of **expert** third parties from whom he has taken **advice**

the standard for **establishing** whether a political **risk** renders a port **unsafe** seems to be that of the reasonable **shipowner** or master as **indicated** by **penta shipping** a **ethiopian shipping lines corp** the **saga**

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All on Gardner and Davies’ (2014) *New Academic Vocabulary List* (AVL), but with a specific meaning in Law
Research Questions

1. What specialist lexis (single words, collocations, multi-word units) do postgraduate International Law students need for reading?

2. What text coverage does this Discipline-Specific Vocabulary Core (DSVC) provide?

3. When students begin their LLM course, do they know this DSVC?
The DSVC International Law Corpus

LLM reading texts

Corpus (c.2m words)

Discipline-Specific Vocabulary Core

written legal texts

Prescriptive
- treaties
- agreements
- conventions
- acts
- directives
- regulations
- codes of practice
  (contracts, wills)

Hybrid
- cases + appeals
- panel reports
- tribunal reports
- court proceedings
- advisory opinions
  (statements, briefs, advice)

Descriptive
- textbooks
- monographs
- edited volumes
- journal articles
- practitioner texts
- commission reports
- web articles and summaries
- case summaries
- case digests
- case comments
- commentaries
  (essays, dissertations, theses)

(My categories develop the work of: Bhatia, 1983; Šarčević, 1997; Williams, 2007; Gozdz-Roszkowski 2013)
The **DSVC International Law** Corpus

12 domains:

1. Company Law
2. Intellectual Property & Internet Law
3. Civil & Commercial ADR
5. World Trade and Investment
6. Banking & Finance
7. Conflict of Laws
8. EU Constitutional & Administrative Law
9. EU Substantive Law
10. Public International Law
11. Armed Conflict & International Criminal Justice
12. International Human Rights Law
Survey of modules in LLM programmes in 21 UK universities (2014/5)

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1. In your opinion, does the list reflect examples of the topics, themes and principles that tend to be covered in this domain?

2. Is there any item which seems out of place? (If so, which item and why?)

3. Is there a topic/theme/principle which you believe is widely taught, but which is not covered here?

4. Is there a particular text which you believe is usually required reading, but which is not covered here?

5. Do the proportions of the different genres correspond approximately to what you would expect an LLM student to read?
### Top 30 noun lemmas in the DSVC International Law (by raw freq)

<table>
<thead>
<tr>
<th>Rank</th>
<th>Lemma</th>
<th>Frequency</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>law</td>
<td>11521</td>
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<tr>
<td>2</td>
<td>court</td>
<td>7975</td>
</tr>
<tr>
<td>3</td>
<td>article</td>
<td>7408</td>
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<td>state</td>
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<td>party</td>
<td>5204</td>
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<td>8</td>
<td>member</td>
<td>4728</td>
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<td>9</td>
<td>company</td>
<td>3849</td>
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<tr>
<td>10</td>
<td>rule</td>
<td>3735</td>
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<tr>
<td>11</td>
<td>agreement</td>
<td>3548</td>
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<tr>
<td>12</td>
<td>states</td>
<td>3119</td>
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<td>13</td>
<td>provision</td>
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<td>2813</td>
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<td>15</td>
<td>convention</td>
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<td>16</td>
<td>act</td>
<td>2728</td>
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<td>17</td>
<td>treaty</td>
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<td>18</td>
<td>principle</td>
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<td>19</td>
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<td>2327</td>
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<td>21</td>
<td>person</td>
<td>2310</td>
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<td>22</td>
<td>jurisdiction</td>
<td>2248</td>
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<td>23</td>
<td>time</td>
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<td>28</td>
<td>order</td>
<td>2036</td>
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<tr>
<td>29</td>
<td>obligation</td>
<td>2036</td>
</tr>
<tr>
<td>30</td>
<td>part</td>
<td>2010</td>
</tr>
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</table>

**Banking & Finance**

<table>
<thead>
<tr>
<th>Top content words</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 bank</td>
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<tr>
<td>3 market</td>
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<td>4 credit</td>
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<tr>
<td>5 law</td>
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<tr>
<td>6 system</td>
</tr>
<tr>
<td>7 regulation</td>
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<td>8 service</td>
</tr>
<tr>
<td>9 investment</td>
</tr>
<tr>
<td>10 provide</td>
</tr>
<tr>
<td>11 risk</td>
</tr>
<tr>
<td>12 banking</td>
</tr>
<tr>
<td>13 institution</td>
</tr>
<tr>
<td>14 security</td>
</tr>
<tr>
<td>15 firm</td>
</tr>
<tr>
<td>16 consumer</td>
</tr>
<tr>
<td>17 member</td>
</tr>
<tr>
<td>18 rule</td>
</tr>
<tr>
<td>19 act</td>
</tr>
<tr>
<td>20 activity</td>
</tr>
</tbody>
</table>

**Pilot data**

(30 texts)

Range ≥8/30
In order to provide a more comprehensive overview, the arbitration agreement provides either for a sole arbitrator or for a two-member tribunal. Flexibility in the implementation of cartel agreements is provided for in Article 101(2) TFEU itself. From the reproduction right, the Member State does not provide for its enforceability. The contract for the appointment of an ayatollah provides for UN action to be supplemented by the Statute of the EC in the CA 2006 which provides for a regime that state sovereignty is protected. The Statute of the ICL provides for the consignee to be provided with the mean to combat market unbalances and wounds are collected. The means to combat market unbalances are not military objectives; (1) the decision is provided to the end user only after the end of the DS-Key.

In accordance with Article 4a(2) of Directive 2009/125, information is disclosed in accordance with Article 3(3) and (5), normally with the consent of the data subject in accordance with Article 4a(2) (“the system of information”). In accordance with Article 2, in accordance with Article 3(5), (6) and (7). 2. The Commission takes actions and in accordance with Article 13a, the Commission manages in accordance with both relevant laws and regulations. In accordance with Chapter 2, or (b) at a meeting, which could be done in accordance with Council Regulation (EC, Euratom) and shall be done in accordance with Council Regulation (EC, Euratom) be regulated in accordance with Directive 77/187/EEC (1). Article 77 is governed in accordance with Directives 78/660/EEC, 83/349/EEC, 79/700/EEC, and in accordance with Directive 63/93/EEC, the liquidation in accordance with disclosure by the company as part of its annual reporting periods. In accordance with general legal principles commercial measures in accordance with Hong Kong GAAP in each fiscal year, the directors in accordance with - (1) section 184 (notice in writing) in accordance with its non-discretionary rules - in accordance with its directions or instructions.
In the light of

In the light of all the specific circumstances, whether a refusal would have such consequence on the particular event, for the reasons set out above. In the light of all the foregoing considerations, the answer to the first question must be no. In the light of nothing less than to think he was in my judgment entirely right. In the light of my conclusions above it is clearly not possible to conclude that the words public official who committed torture; that in the light of that universal jurisdiction the state parties could not have intended that a part of the text. Read in their context and in the light of the overall object and purpose of the WTO Agreement, the words of the first sentence must not be examined in de minimis differences. In the light of the principle of "so as to afford protection to domestic production", the Para

Genre = cases

See discussion in Kemp 2018

Use, as a concept, is important in IP/Internet Law at PG level.
the management and/or controlling shareholder, which is essentially the st
flow ownership by the controlling shareholder mitigates this incentive for
in recent years, particularly as shareholder activism has developed and b
investors. More recent examples of shareholder activism include a revolt by
is not to suggest that shareholder activism is always a good
strategic and operational matters require shareholder approval, company election p
board (at least without formal shareholder approval) from taking any
to raise loan capital and shareholder approval is not normally req
forward financing proposals that require shareholder approval, they will know the
which takes account of minority shareholder interests and does not unfa
the company is to maximise shareholder interests. The second answer
striking the right balance between shareholder primacy and stakeholder mana
pany, including the shareholders. The
Accordingly, Berle was not advocating shareholder primacy as we understand it
for approval and where a shareholder proposal has been made purs
have the right to submit shareholder proposals to a vote. If
ubilising underperformance and filing shareholder proposals to bring about imp
company elections; nor usually can shareholder resolutions bind the board,
can be supplemented by certain shareholder resolutions or agreements. S
those concerned with transparency and shareholder rights, also single out quot
a fight on the Draft Shareholder Rights Directive is going on
of US accounting standards and shareholder rights' protection; and the
considerations and because it enhances shareholder value. The argument seems to
that end is maximising shareholder value, which depends on busi
d with the obligation to maximize shareholder value. During the same p
as a way of maximizing shareholder returns? The basic problem i
with B as a minority shareholder, a position which may prove
and thus becoming a minority shareholder may be such a costly
d the behest of a minority shareholder. b Practical impediments to
existence of different and incompatible shareholder voting guidelines (5.8). 36
holding periods for stock; increased shareholder voting influence in relation
. At the same time, though, shareholder voting probably only operate

parties have greater freedom to agree on neutral and appropriate procedural rule
parties are unable to agree upon a presiding arbitrator or sole arbitrator; cons
parties agree to submit their differences to a third party or a tribunal
parties may agree, for example, that the price to be paid under their
parties fail to agree on the appointment of an arbitrator, the appointment shoul
parties' nominated arbitrators cannot agree on a third arbitrator. It should als
parties' to agree on the procedure to be adopted in an arbitration can
parties agree otherwise, the seat of the arbitration must be stated in the
parties are free to agree on the procedure to be followed by the
parties to the proceeding shall agree to abide by the arbitration award. Arbitr
parties to international agreements had agreed to AAA arbitration without design
Parties have otherwise agreed. Article 32 Without prejudice to the provisions of
parties have agreed upon Soviet law. The Commission has therefore decided the
parties have agreed to submit to arbitration.
parties agreed to submit their dispute to arbitration, should proceed like rev
parties had agreed, as an initial step, to submit their disputes to an
parties who have agreed to refer their dispute to an arbitral tribunal should
ixed by the Court, unless
gained upon by the parties. 2) The arbitral tribunal may, after consultation wi
language or languages
(1) Unless otherwise agreed by the parties, the arbitral tribunal (a) may appoint one or more

The vocabulary that is relevant for PG Law students crosses frequency boundaries;
It also stretches across word boundaries;
So a keyword list of single words is not enough.
Discipline Specific Vocabulary Core (DSVC)

- Single words (high frequency)
- Multiword units
- Collocations
- Single words (specific)
- Proper nouns

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Salient items in each domain subcorpus

Salient items in each communicative function subcorpus

Salient items in the whole corpus

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Methodologically sound

Pedagogically useful

How can we use this in the classroom?

1. corpus-informed teaching
2. guided awareness-raising activities
3. hands-on learner training

- Observe
- Highlight
- Extract
- Use  Preshous & Kemp (2017)
The following concordance lines are all taken from a small purpose-built corpus of law reports from your reading lists.

- Study the examples in A-C and work out the meaning(s) of the central phrase.
- Highlight useful patterns.

Remember that you are looking for patterns, so it must occur at least twice to be useful.
Observe
• Highlight
• Extract
• Use

Guided & freer practice

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Now use the phrases in the box and in bold above to complete the following:

1. Those who kill and are convicted of manslaughter ________________ diminished responsibility are no less dangerous than those convicted of murder, and yet the judge has sentencing discretion in one case and not in the other.

2. It will be for him to decide, ________________ all the evidence, whether the relief claimed by Mr. Jackson for having a sufficient connection with England for his purposes is to be granted.

Identify any linking errors and try to improve the sentences.

1. This decision was according to art. 10 ECHR.
2. While the members in GATT, developed countries, such as

Observe
• Highlight
• Extract
• Use

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Gapfil examples from BAWE and byu-bnc
"very useful for our future studies" / “AntConc and the knowledge [of corpora] was and is really useful"

References


Thank you very much.

So, thank you for coming to my talk today once again for giving me this opportunity to say thank you.

I'd just like to say thank you once again for giving me the opportunity to be here today and to share my thoughts and ideas on this important topic.

Thank you.