Journal of Applied Linguistics and Language Research
Volume 9, Issue 1, 2022, pp. 64-86
Available online at www.jallr.com
ISSN: 2376-760X

The Use of a Multi-Perspectival Research Model for a Discourse Study of M&A Commercial Law Practice

Anthony Townley*
Professor, Nagoya University of Commerce and Business, Japan

Abstract
This article reports on the use of a multi-perspectival research model to produce a comprehensive ontology of legal negotiation discourse. The different, overlapping research perspectives of the "MP model" oblige the researcher to deploy a variety of analytical tools to account for the complexity of social discourse activities. In this study, I analysed legal documents, email communication and discourse practices pertaining to the negotiation of a Mergers-and-Acquisitions (M&A) transaction, in English, across different European jurisdictions. My research process also involved site visits to a law firm in Istanbul to obtain grounded explanations from lawyers involved in this M&A negotiation process. The MP model enabled me to coordinate analyses of the written corpus with the ethnographic research findings to produce richly contextualized explanations of a wide range of discursive practices and of the interactional roles and relationships of the legal and business professionals involved in the negotiation process.
Keywords: multi-perspectival research model, M&A commercial law practice, contract negotiation, discourse analysis, genre analysis

INTRODUCTION

This article documents the applied linguistic rationales and methodologies of a multi-perspectival research model used to produce a linguistic-based ontology of the negotiation process for an international Mergers-and-Acquisitions (M&A) type transaction, involving legal and business professionals geographically dispersed in different jurisdictions in Europe. The complexity and protracted nature of the M&A deal under analysis involved an extensive body of textual products, including hundreds of emails, and successively negotiated versions of many contractual documents. A significant challenge for me as researcher, was to understand the contexts in which these different texts were produced as a form of social process, to ascertain how professional knowledge is constituted, discursive resources are applied, problems are solved, and performance roles and identities are played out (Sarangi & Roberts, 1999; Candlin & Hyland, 1999; Philips & Hardy, 2002).

* **Correspondence: Anthony Townley**, Email: anthony_townley@nucba.ac.jp

The key research premise is that situated socio-pragmatic practices shape a given text in its inception and in its development. For example, any contractual document used in the negotiation process is the textual product of complex interactional processes, involving different discourse participants and a determinate range of discourse types and strategies. As such, the communicative contexts in which these discursive resources and capacities are deployed and the professional practices within which they are embedded are just as important as the resources themselves (Bhatia & Bhatia, 2011). Analysis of this language-context inter-relationship therefore becomes crucial for researchers to understand the strategic and dynamic use of discursive resources, often in a co-constructed and collaborative way, in the pursuit of particular professional, institutional and personal objectives (Roberts & Sarangi, 1999; Candlin, 2002; Sarangi, 2005, 2008).

To achieve these research objectives, I utilized a multi-perspectival research model (MP model), which was developed by Christopher Candlin and Jonathan Crichton (Candlin, 1987, 2006; Crichton, 2004, 2010; Candlin & Crichton, 2011; Candlin, Crichton & Moore, 2017) to undertake a three-dimensional approach to analysing text, discursive practice and social (professional) practice:

The 'text' is the sample of written or spoken language; 'discursive practice' describes the text as it enters into social interaction, and 'social practice' focuses on the social origins and consequences of the discursive event and on how it shapes and is shaped by larger scale processes such as those associated with particular organizations and institutions. These three dimensions are not discrete – as if texts lead three separate but concurrent lives. Rather, the three-dimensional account of discourse points to the fact that discursive events are instances of socially situated text, embedded in and constitutive of social practice (Crichton, 2010, p. 29).

My study was primarily concerned with the institutional context of a particular law firm in Istanbul that was appointed to lead negotiations on behalf of the sellers of a textile company under the M&A transaction (Law Firm) and I made several site visits to interview lawyers who worked on the deal. The ethnographic perspectives of the MP model importantly ensured that analyses of the textual records of negotiation activity were not disconnected from the authentic discursive practices of M&A contract negotiation.

THE MULTI-PERSPECTIVAL (MP) RESEARCH MODEL

In the diagram of the MP model in figure 1, we can see that Candlin and Crichton (2011) define the overlaps between text and context as "(inter)discursive relations" in order to highlight the "interdiscursive nature of research that seeks to combine these perspectives in the exploration of a particular discursive site" (p. 10). The analytical concept of interdiscursivity involves examination of the different semiotic resources and social-institutional discourse practices that help shape and form the text-internal properties of texts (Candlin & Maley, 1997; Candlin, 2006; Bhatia, 2004, 2010). An integrated approach to analysis also involves the concept of *intertextuality,* which examines the appropriation and use of different textual resources that influence the way that texts under analysis are constructed (Bakhtin, 1981; Candlin & Maley, 1997; Bhatia, 2004, 2010; Bremner, 2008).

Indeed, the utility of this MP research model is defined by the functional ways that the different analytical perspectives complement each other in providing a holistic account of language in action for any discourse activity:

The overlapping circles represent different ways of understanding and investigating the discursive practice(s) under scrutiny. Within this analytical research dynamic, discursive practices may be investigated from one or more of the perspectives: a single discursive practice can be viewed from one perspective, or at the overlaps between two, three or all four circles (Crichton, 2010, p. 33).

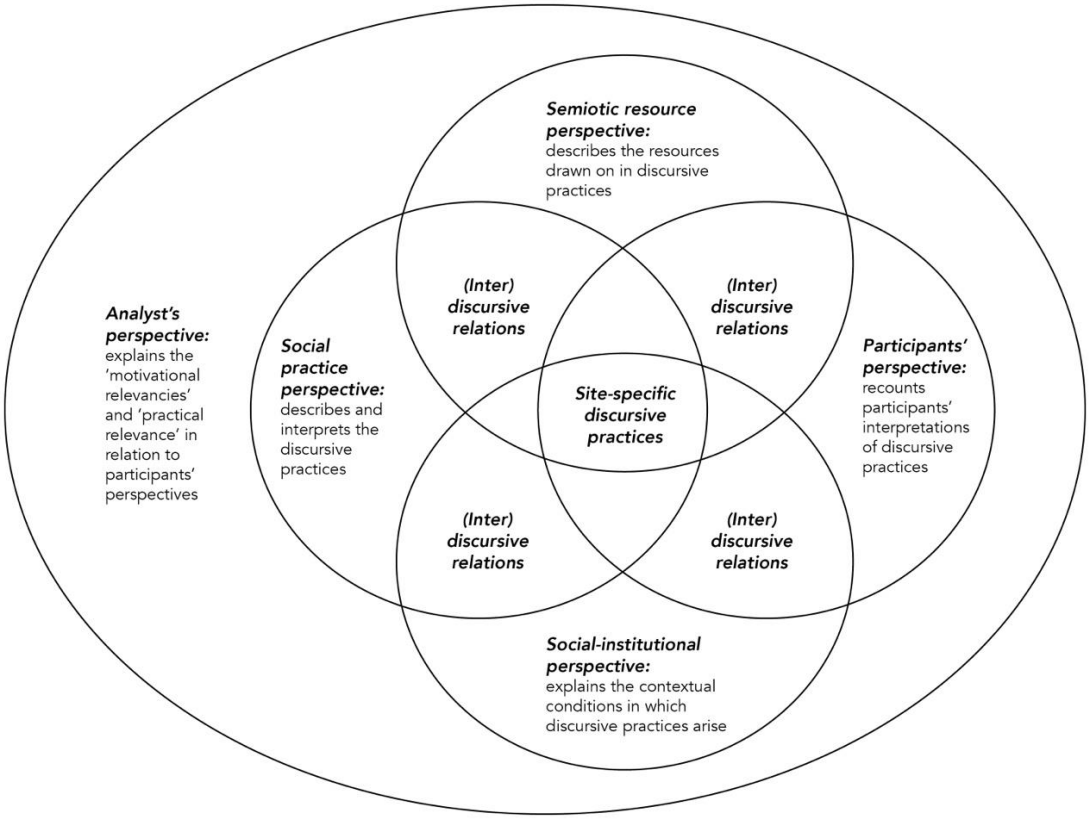

Figure 1. Model for multi-perspectival research

In figure 1, we can also see that the *site-specific discursive practices* are positioned at the centre of the overlapping perspectives of the MP model. Used together, they foreground descriptive, interpretive, and explanatory modes of analysis, and the starting point for analysis varies in accordance with the utility of each perspective for examining a particular document, role or activity and their relevant focal themes (Roberts & Sarangi 2005). This integrated research approach emphasizes analysis as a "continuous, iterative enterprise that mobilizes all aspects of the research design" for the MP model (Crichton, 2010, p. 47).

Use of the MP model obliges the researcher to deploy a variety of analytical tools and a range of empirical data to account for the complexity of social discourse activities. For example, in a study of the discursive construction of creativity in the situated context of a tertiary art and design studio environment, Hocking (2010) collected data generated

from "a variety of primary and secondary discursive practices, including texts and other semiotic artefacts, the interactions and interpretative accounts of participants, recordings and observations from ethnographic sites of engagement" (p. 238). He also extended his analysis to focus on an understanding of the socio-historical ideologies that define the institutional culture of the situated context. It is a considerable challenge for the researcher to "synthesize a plurality of theoretical and methodological stances" to account for the complexity of the context of situation (Riley, 2012, p. 221), but the reflexivity of the multi-perspectival analytical model enables us to "keep both language and context *in play* during analysis and to ensure that neither is marginalized" (Crichton, 2010, p. 20). Otherwise, a significant risk is that "some perspectives will be a priori subordinated, underdeveloped or excluded" (p. 22).

Such criticisms have been levelled at Fairclough's (1989, 1992) focus on the operations of power and ideology in society under critical discourse analysis (CDA). The orientation of this CDA focus on the power of dominant social groups means that "individual action is a priori subordinated to macro-social structures and processes, and consequently, in relation to methodology, the social-theoretical assumptions which underpin constructs such as "power" and "ideology" drive the analysis of data representing micro-social phenomena" (Crichton, 2010, p. 2). At the other end of the language-context spectrum, it has been noted that conversation analysis (CA) proponents (Sacks, Schegloff & Jefferson, 1974; Sacks, 1992) exclude potentially relevant features of institutional or social context by focusing on the sequential organization of talk at the micro level. For them, it is only essential to understand the context in which the sequential organization of talk occurs.

The different approaches taken by CDA and CA to the analysis of language and context have also raised concerns that the hierarchic mechanisms of these linguistic research traditions tend to focus on particular phenomena to the neglect of new discoveries. In highlighting the way that the multi-perspectival approach does not subordinate or exclude any relevant perspectives, Crichton (2010, p. 25) advocates a more fluid relationship in which the different perspectives of the MP model have the potential to combine, draw on and contribute to each other in ways which can be informed by the emergent understanding of the researcher. For this study of M&A commercial practice, the MP model was able to integrate the micro and macro-levels of linguistic analysis to describe the contract negotiation process along with all its key textual features, interactional and relational consequences, while also identifying and interrelating key legal practice activities and meanings, through a partly ethnographic methodology.

In terms of the overall structure of this article, the next section introduces the corpus of textual and ethnographic data analysed for three stages of negotiation activity for the M&A transaction. I then present how the theoretical and methodological functions of the different MP research perspectives were used for my study of commercial law practice, before discussing research findings that demonstrate how *all* perspectives were necessary and mutually informing to provide an integrated ontology of contract negotiation activities. I conclude by noting the challenges of fully exploiting the MP model for this sociolinguistic study of international commercial law practice.

DATA

Corpus of textual data

My research study involved a corpus of texts pertaining to the negotiation of the M&A transaction from June 2010 to December 2010, which involved interactional processes within and between law firms and other legal and financial advisors in Turkey, England, Germany, and Spain. The M&A deal involved the sale of a textile business incorporated and operating in Turkey (the Company), which was owned 50% by a wholly owned subsidiary of a German multinational company (Seller 1) and 50% by a Turkish company with individual shareholders (Seller 2), referred to collectively as the Sellers in this article. The entire transaction process over six months was extremely complex, involving an extensive number of lawyers and banking professionals working in different jurisdictional contexts.

Interview data

I also made several site visits to the Law Firm in Istanbul to conduct structured, semi-structured and open-dialogue interviews with two lawyers who worked on the M&A deal to record insights into institutional practices and professional perspectives that contextualize the corpus of textual data (Candlin, 2002; Sarangi, 2008). One of the interviewees was a senior partner of the commercial law department within the firm (Partner) and the other was a senior lawyer who had extensive experience working on M&A deals within the law firm (Principal Lawyer).

There were three rounds of formal interviews undertaken within the law firm on the following dates and with the following participants:

- Round 1 interview – 12 December 2014 – Partner
- Round 2 interviews – 23 February 2015 – Partner and Principal Lawyer
- Round 3 interviews – 13 August 2015 – Partner and Principal Lawyer

Interviews were between one and two hours in duration and were undertaken with the interviewees on an individual basis to record separate accounts about the same analytical issues. The ethical aspects of this study were approved by the relevant Human Research Ethics Committee in compliance with the requirements for research involving human participants. In accordance with research ethics requirements, the nature and purpose of my research was explained to the participants to obtain their written consent on approved ethics consent forms.

Three stages of negotiation activity

As a functionally structured process, I divided analysis of the M&A deal into the three stages of negotiation activity described in tables 1–3 below, which resonate with the three stages identified by Jensen (2009) for business email negotiations and by Koerner (2014) more specifically for M&A transactions. Each stage was defined by certain contractual documents and negotiation activities in a chronological sequence of discourse interaction. The Sellers' lawyers were first required to prepare confidentiality documents for potential bidders to access due diligence procedures to evaluate the

Company and *initiate the bidding process* for the Company during Stage One. The *deal-making* phase of Stage Two was characterised by the competitive negotiation of the terms and conditions of the primary Sale & Purchase Agreement (SPA) between the Seller's' representatives and lawyers representing the winning bidder for the Company (the Purchaser). Once the contractual terms of the SPA were agreed to, the *finalization* phase of Stage Three was characterized more by the collaborative activities of the Sellers' and the Purchaser's representatives in finalizing the legal, financial, and administrative processes for sale and transfer of ownership in the Company to the Purchaser.

Table 1. Stage One – initiating the bidding process

STAGE ONE	Stage One initially involved educating potential bidders about the sale of the Company. Each bidder was then required to sign a Confidentiality Agreement before formally submitting an Indicative Proposal and Authorization Certificate in order to participate in the bidding process. This bidding process involved the preparation and negotiation of the following documents:
Individual minority shareholder rights	• Preliminary written advice about the rights of remaining individual minority shareholder in Seller 1 vis-à-vis the potential purchasers (bidders) by considering the restructuring of the Company's shareholding structure.
Information Memorandum	• This document contained the genre characteristics of a marketing document that provided details about the viability of the Company. It was also designed to be understood in conjunction with the Process Letter.
Process Letter	• The Process Letter set out the commercial and legal requirements for the sale and transfer of shares in the Company. • It also included a number of legal conditions that bidders had to agree to before submitting Indicative Proposals.
Confidentiality Agreement	• Bidders also had to sign a Confidentiality Agreement (CUA) in order to submit an Indicative Proposal. • Most bidders proposed changes to the CUA that needed to be negotiated with the legal representatives of the Sellers.
Indicative Proposals from bidders	• As a formal way to begin the bidding process for purchase of the Company, Indicative Proposals were submitted by 20 different companies for consideration by the Seller's legal and financial representatives.

Table 2. Stage Two – deal-making

STAGE TWO	Stage Two involved co-construction and negotiation of the Second Stage Process Letter and the Sale & Purchase Agreement (SPA). Characterized as the *deal-making* phase, Stage Two also involved negotiation of the SPA with counterpart lawyers, including those representing the winning bidder Purchaser of the Company.

Second Stage Process Letter	• The Second Stage Process Letter set out terms and conditions for submission of formal bids.
Sale & Purchase Agreement (SPA)	• The initial version of the Sale & Purchase Agreement was first involved extensive internal negotiation and co-construction between representatives of the Sellers. • It then progressed to the process of negotiation between counterpart lawyers representing the Sellers and the Purchaser.

Table 3. Stage Three – finalizing the M&A transaction

STAGE THREE	Stage Three extended for more than a month until complete finalization of the M&A deal, referred to as *Closing*, which involved the following documents and discourse activities:
Competition Board Application	• It was a requirement of Turkish law to obtain approval or *clearance* for the sale of the Company from the Turkish Competition Board (TCB). This involved the collaboration of different legal specialists in submitting a prescribed application form to the TCB.
Escrow Agreement	• An Escrow Agreement was negotiated to ensure that a percentage of the Purchase Price for the Company was deposited in an independent bank account to function as a type of financial incentive or security for successful completion of the M&A deal.
Minutes of Closing	• Tabulated documents used by the representatives of the Sellers and the Purchaser to facilitate completion of all legal and administrative processes required for finalization of the M&A deal.
Final Purchase Price Calculation	• Purchase Price schedules and Escrow account calculations for transfer of the Company.

THE INTERRELATED RESEARCH PERSPECTIVES OF THE MP MODEL

This section discusses the ontological and epistemological significance of each of the research perspectives of the MP model, and how they were used for my study of M&A commercial law practice. Within the encompassing sphere of the analyst's research motivations and activities (see figure 1), the other interrelated perspectives are discussed in order of the macro-micro nexus, linking the *discourse participants' perspectives to the social-institutional* and *social practice* contextual perspectives and the *semiotic resources* perspective with the *site-specific discursive practice.* However, the research focus is not necessarily designed to proceed from *macro* contextual realities of the study to the *micro* textual details of recorded data. For instance, the use of semiotics within the *site-specific discursive practices* can be analysed to explore the social and cultural reasons for rhetorical features and lexicogrammatical choices identified in text.

Alternatively, analysis can focus on the way that the *social-institutional context* and *social practices* influence and shape the choice of *semiotic resources* for certain types of discourse activities.

Analyst's perspective

The MP model is designed to overcome the risks of prioritizing certain sociolinguistic phenomena and to account for subjective analytic bias by forcing the researcher to first define what they believe are the discourse relevancies of the given study (Candlin, 2006). Linguistic research invariably begins with the analyst forming certain assumptions about the proposed study, including theories regarding the nature of the research language-context and the preferred research methodologies for investigating it. However, preliminary assumptions can be misleading, and research questions can "create contextual frames that may not be consistent with informant's everyday practices" (Cicourel, 1987, p. 217). On this basis, any motivational relevancies that an analyst may initially uses to define research focus and methodology need to be *reflexive* in being able to reconcile any ontological or methodological differences that may arise between the analyst and the participants once the research process begins. This reconciliation process is an ongoing concern for the duration of the study and the need for research reflexivity is of "practical relevance" when we consider the *analyst's paradox* (Sarangi, 2007). Sarangi argues that what the analyst hears or reads explicitly or observes may not be what the discourse participants perceive as professional practice. Under the MP model, the researcher is forced to hold him/herself accountable for any interrelated relationships between discourse and social phenomena as perceived by the four overlapping circles and is therefore responsive to new analytical discoveries. For instance, I had to compare my own assumptions about M&A transactions with the *discourse participants'* and *social-institutional* and *social practice* perspectives of negotiating this type of international deal as a way to minimize the inequality between my assumptions and the contextual realities.

Discourse participants' perspective

The key research rationale for researching the *participants'* perspective is to obtain grounded explanations of situated discursive practices from those professionals involved in the discourse activities, rather than rely on descriptions or interpretations from the researcher's own analytical perspectives (Fairclough 1989). Such analysis typically involves the researcher interviewing discourse participants in semi-structured and open-ended interviews and obtaining what we can call *narratives of experience* (Riessman, 2003; De Fina & Georgakopoulou, 2008; De Fina, 2009). The important thing to note here is that these narratives are not only a primary source for understanding how the participants interpret and present themselves in authoring their own experience, but they also represent data that the researcher can use to co-construct his/her understanding of discursive practices and the discursive roles and ideologies of the situated context. Within the reflexive structure of the MP research model, I was able to incorporate details from these recorded interviews into my analysis of the textual findings, grounded in the professional context of the M&A transaction. By doing so, the

epistemological inequality between myself (as researcher) and lawyers actually working on the deal, was minimized.

Social-institutional and social practice perspectives

The *social-institutional* and *social practice* perspectives are conceptually positioned at the *macro* end of ethnographic analysis in trying to understand the large-scale phenomena of the situated context or domain. By applying theoretical concepts related to professional workplace and organizational discourse studies, such analysis is designed to understand the professional nature and institutional order of commercial law practice and how the organizational structure and sub-culture of the Law Firm in Istanbul operationalizes discourse expertise to achieve negotiated outcomes for the M&A transaction. The rationale for these social analytical perspectives is to overcome analytical weaknesses inherent in the subjective narratives of the discourse participant perspectives by identifying and making transparent "features of discursive practices which are typically unnoticed by the discourse participants because they are routine and taken for granted" (Crichton, 2010, p. 39). This is a significant concern for researchers we when consider how membership to a legal discourse community is often realised through the trial-and-error process of apprenticeship without any formal training or theoretical understanding of their discursive roles and identities within the broader social activity of negotiating an M&A deal.

Social-institutional perspective

The *social-institutional perspective* examines the social structures that regulate and constrain institutional (or professional) discourse activities. For this study of M&A legal practice, this entailed identifying the social reasons or rationale for discursive practices that have been produced and reproduced over time in accordance with applicable laws and discourse activities for M&A deals. This type of ethnographic social analysis draws on *activity theory* (Engeström & Miettinen, 1999), which views human activity as object-orientated, collective, and mediated by discursive tools and resources, and social and historical in nature. While research studies of *activity* have traditionally been aligned with cultural-historical activity theory and sociocultural psychology as an applied social science, analysis is now focused on exploring the degree to which discursive activities are regulated by ideological positions, knowledge, or values within institutional or professional contexts.

The *social-institutional perspective* is focused on interpreting how lawyers and other professionals contribute to discursive activities through participation; often as routine activities due to the fact they have become so conventionalized or institutionalized in a mutually understood social world (Crichton, 2010). For the broader *social-institutional perspective* of international M&A legal practice, this required me to collect data from secondary discursive practices to reflexively investigate the extent to which these discourse activities are shaped by regulatory and customary practices for international M&A transactions.

Social practice perspective

The *social practice perspective* focuses analysis more specifically within the context of participating organizations or professional groups. For instance, research must examine how discourse expertise is operationalized by the organizational structure and sub-culture of the Law Firm and how well coordinated and aligned the lawyers are in their strategies of dealing with other discourse participants during the negotiation process. As professionals interact to achieve communicative goals, Candlin (1999) defines the concept of *discourse expertise* as the embodiment of the textual, generic, and social communicative competencies for a specialized discourse activity. Discourse expertise involves not just mastery of the linguistic system, but the ability to use skilled interactional repertoires and discourse types in conjunction with work-related tasks (Candlin, 1999, 2006; Sarangi, 2000). Expert discourse skills and practices can be conventionally developed within organizations to the point where they become embedded in (often tacit) values and attitudes and complex discursive repertoires and practices as performed by the professionals participating in the discourse activity.

Semiotic resource perspective

The *semiotic resource* perspective has a micro-interactional analysis function to account for the discursive resources that the participants use to create meaning and achieve discursive goals within the contextual realities of the *social institutional and practices* perspectives of the MP model. As a relational feature of CDA, it is also used to understand the inter-relationships of power of the discourse participants and the discursive strategies that enable them to interact and undertake the complex intertextual and interdiscursive recontextualizations (Candlin & Candlin, 2002).

Genre analysis was primarily used to analyse the use of semiotic resources and the rhetorical and structural-functional organization of key textual documents used throughout the negotiation process - the emails, cover letters, and different versions of the contract under negotiation. This primarily involves the use of Swalesean analysis to identify the moves and steps that constitute the different negotiated genres in comparison to each other (1990, 2004). Based on this textual analysis, the communicative purpose and discursive roles of the participants can be explored in the social context of each genre to understand what shared knowledge of conventional discourse types and strategies are required to co-construct these genres in negotiation discursive activity.

Genre analysis can also account for the intertextual and interdiscursive ways that interrelated groups of genres that work together in a particular disciplinary domain or field of professional practice, to mediate socially organized activities. The notion of *genre set* was first introduced by Devitt (1991) to describe closely related constellations of genres that enable members of a discourse community (see Swales 1990) or community of practice (Wenger 1998) to accomplish repeated, structured activities for a particular rhetorical audience, purpose, subject, and occasion. By examining the use of genre sets within systems of activity, Orlikowski and Yates (1994) established that genres do not just sequence but tend to overlap and interact over time to form a *genre repertoire* that

community members routinely use to accomplish work. The genre repertoire is then invoked in response to commonly recognized recurrent situations or occasions for communication, which reflect the history and nature of established work practices, social relations, and organizational policies.

Pragmatics methodology was used in conjunction with genre analysis to focus on the use of language within certain genres to signal action during contract negotiations. For example, giving a promise to undertake a commitment and asking a question to make a request are negotiative behaviours that can be rationalised and explained with pragmatics. Similar to genre analysis, pragmatics analysis moves beyond the micro-processes of textual discourse to understand the functional meaning that words have in the interactional contexts (Putnam, 2005, p. 19) and enables researchers to understand "written communication as social engagement" (Jensen, 2009, p. 7). More specifically in relation to negotiation practices, pragmatics methodology has been used to analyse tactical moves used to influence negotiation processes in business letters (Pinto dos Santos, 2002) and business e-negotiations (Sokolova & Szpakowicz, 2006).

Site-specific discursive practice

On any given day during the negotiation period there can be a number of different discourse activity types, discourse types, and situated communicative strategies (Levinson 1979; Sarangi 2000; Candlin 2006), involving different participants interacting for negotiation purposes. In order to capture these discourse activities, the *site-specific discursive practice* under analysis is positioned at the centre of the overlapping perspectives of the MP model in figure 1. This analytical term derives from Fairclough (1992), who proposes that any instance of language use is a discursive event, which is simultaneously an instance of text, discursive and social practice.

By positioning site-specific discursive practices squarely within the middle of the MP research model, Candlin and Crichton are reinforcing the work of Cicourel (1987) and Fairclough (1992), who have both emphasized that the meaning of any discursive practice must be understood by also investigating the multiple contexts along with the participants. The analytical focus is on the specific negotiation activity or practice, which is then extended to examination of the other sociolinguistic perspectives that frame around this core event or activity. As an integrated approach to discourse analysis under the MP model, the operational space between each language-context perspective and the *site-specific discursive practice* involves the key concepts of *intertextuality* as each discursive event is connected to precedent and antecedent discourse activities through the appropriation and use of different textual resources and discursive practices that influence the way that texts under analysis are constructed (Bhatia, 2010). Analysis must also consider the how the *site-specific practice* or activity interdiscursively draws on different semiotic resources and social-institutional discourse practices, and how these interrelations shape and are shaped by other social activity contexts.

Indeed, most of my analyses began with examining the main *site-specific discursive practices* (representing discursive events and activities) within each stage of the negotiation process from the *semiotic resource* perspective of the MP model. This called

for me to undertake detailed analyses of each key activity type and associated documentation, using a variety of analytical tools to explore the linguistic, communicative, and interactional dimensions of negotiation discourse. For instance, genre analysis was primarily used to examine the rhetorical organization and discursive features of key documents and email communication using Swalesean (1990) move analysis. Pragmatics methodology was then used to examine how discursive choices were made to influence negotiation activity, involving the use of language patterns for command, request, advice, and suggestion.

This textual analysis was then extended to examine the interactional roles and discourse expertise of the participants, and the extent to which they are regulated and constrained by the professional ideology and institutional order of M&A commercial legal practice from the *social-institutional* and *social practice* perspectives of the MP model. As part of this ethnographic analysis, the main discursive activities were also discussed with the participating lawyers to obtain their *insider* personal interpretations of what was going on. This was designed to reduce the inherent danger of viewing the action from the perspective of an outside analyst in developing a shared understanding of the professional world being studied (Crichton, 2010). Such an integrated approach was designed to produce a comprehensive ontology of each key discursive activity by investigating where and how it takes place, its institutionally determined objectives and stylistic constraints, and the types of professional interactions that are involved in the collaborative process, all within the contextual realities of international M&A legal practice.

RESEARCH FINDINGS

In this section, I discuss some of the main research findings to demonstrate how the MP model enabled me to integrate ethnographic and textual analyses to produce a comprehensive ontology of commercial law practice. The findings are presented along the macro–micro analytical nexus of linking the contextual perspectives with the semiotic resource and site-specific discursive practices.

Analyst's perspective

Even though I practiced commercial law in Sydney from 2000 - 2008, I did not have any experience working directly on M&A-type deals. Instead, the scope of my work as a lawyer was limited to advising clients on telecommunication regulatory issues and negotiating contracts for the acquisition and supply of IT and telecommunications services and equipment in Australia. The only knowledge I acquired about international M&A transactions was from discussions with colleagues who had specialized in such deals and my understanding was that M&A lawyers are expected to deal with a diverse range of commercial and company law issues (including corporate structure, employment, intellectual property, anti-trust and competition laws, Australian securities and corporate taxations laws) and negotiate a variety of contractual documents that pertain to the sale of companies and the transfer of shares and assets. I therefore relied heavily on the *social-institutional* and *social practice* perspectives to research the

regulatory contexts of M&A commercial law practice in Europe and understand the institutional culture and discursive practices of the Law Firm in Istanbul.

Social-institutional and social practice perspectives

The complexity of negotiating and finalizing international M&A transactions across different jurisdictions is mediated by standardized international commercial laws and regulatory procedures. While the academic literature describes the institutionalised processes for M&A transactions slightly differently, a general consensus can be framed around three main process phases: premerger, merger, and post-merger (Salus, 1989; Haspeslagh & Jemison, 1991; Pablo, Sitkin & Jemison, 1996). This study aligns itself with the process formulated by Koerner (2014):

The business case is developed during strategy evaluation, candidate screening as well as selection and the determination of the business model. This preliminary explorative phase is followed by "deal-making" project phases which involve the due diligence, the financial/legal transaction, including price negotiations, setting of terms and conditions, contract development and antitrust clearance. Finally, the integration planning and implementation of an M&A project is where the organisational and cultural merger is conducted.

These standardized M&A commercial law practices enable such a diverse group of legal and financial professionals, across a wide range of multilingual and multicultural contexts, to interact and achieve shared discursive goals in commercial law practice. The diverse group of professionals also shared experience and knowledge of a specific *genre repertoire* of email communication and a broader *genre system* of interrelated contractual documents and other texts customarily used for international M&A transactions – sometimes grouped together as a type of *genre set* (Devitt, 1991) - to accomplish repeated, structured activities for the three stages of M&A negotiation activity. As a clearly defined process, there was an analytical focus on how these genre sets are connected in a sequential chain of discourse activity types to constitute the M&A genre system and how repeated use of these genre sets stabilise international legal practice for M&A transactions.

However, this study also shows significant differences between the legal and financial discourse expertise in the contextualized linguistic performance of the participants. As (re)produced in the authentic texts, the business representatives tended to make more linguistic and typing errors than the legal professionals and communicated in a more colloquial register with the consistent use of contractions and expressions congruous with interpersonal communication. In comparison, the lawyers were more grammatically accurate in email communication and used *legalese* more often, which is a type of performative style of communication in English (Tiersma, 1999) that all discourse participants with legal discourse expertise can use to negotiate contracts, regardless of their cultural or professional backgrounds. These differences in English language abilities and register are characteristic of the different discursive roles and identities of the professional discourse participants.

From a *social-institutional perspective*, the participating Law Firm enjoys recognition as a specialist in M&A activities in Turkey. This professional recognition is partly due to its extensive experience throughout the modernization of the Turkish economy over the past 30 years and due to the importance it places on communicating in English, as the *lingua franca* of international commercial law practice. The Law Firm uses a mentoring system to ensure that all lawyers develop professional experience and knowledge of discursive skills and repertoires in M&A-related tasks and professional interaction (see Townley, in press). Junior lawyers are paired with more senior associates to be trained as expert members of the firm through an apprenticed process of watching, asking, and participating under supervision. The benefits of the mentoring system for professional practice and the provision of legal services are two-fold. Firstly, the risks for error are minimized by strict supervision as junior lawyers are conscientiously promoted to a high standard of discourse expertise through experiential learning. The other benefit is that the senior lawyers have more time to concentrate on more critical matters in direct communication with clients and counterpart lawyers. The mentoring system also enables the Law Firm to maintain a coherent disciplinary culture that defines and informs the way that all lawyers approach social interactions with other professionals and participate in legal practice activities.

The *social practice perspectives* were examined through interview questioning about how the Law Firm operationalizes professional discourse expertise for negotiation practices. A discursive strategy that defines the culture and reputation of the Law Firm is the ability to maintain hegemonic control over communication channels and the provision of professional services through discourse expertise (see Townley, in press). The Law Firm was appointed as the primary legal representative of the Sellers for the M&A deal and the Partner stressed that it was extremely important for the Law Firm to maintain a central role in all discursive activities during the negotiation process (see Townley, 2019). To have its legal advice or authority challenged by the other legal and financial representatives can mean losing control of discursive power, which impacts negatively on the reputation of the firm. Therefore, the Partner and Principal Lawyer both acknowledged the importance of "directing the discursive traffic" by providing the most comprehensive and reliable legal services in a timely manner (Round 2 interview).

From both a *social-institutional* and *social practice* perspective, template documents can make the preparation of contracts easier and more effective by utilizing pre-existing terms and conditions to create new texts for the particular circumstances and purposes of the negotiation activity. Principal Lawyer confirmed that there were thousands of contractual documents stored on the law firm's database, which demonstrates how pervasive they are in organizing (and constraining) the discursive practices of lawyers (Round 1 interview). It is also common practice for Principal Lawyer and her colleagues to source only "specific Clauses" from template contracts that have been "tried and tested" over time in the belief they can operate effectively in response to the rhetorical needs of the contract under negotiation. The effective exploitation of different templates (and individual contractual Clauses) has therefore evolved into an important form of

interdiscursive expertise as technology has changed to enable lawyers to access and use electronic documents in legal practice (Bhatia, 2010).

The customary practice was then to distribute the template contract to the other legal and financial representatives of the Sellers, who could then make further proposed changes to the text based on their own experiential knowledge of the type of contract under co-construction. This type of editing collaboration represents a process of *generic intertextuality* (Devitt, 1991), either directly or indirectly, as each version of the contract "draws on previous texts written in response to similar situations" (p. 338). The use of different Clauses from different templates can also be considered as product of functional intertextuality, with the "patchwork" of different textual parts being used in a collaborative cycle of discursive activity that is focused on a common goal of constructing a new, cohesive, and functional document.

Analysis of the social practices of the law firm was augmented by analysis of the discursive identities and relationships of the participants, including the different roles they played *frontstage* (with the client and counterpart lawyers) and *backstage* (with each other) (Goffman, 1959; Sarangi & Roberts, 1999). Since social identities are themselves extensively (re)produced in language, the analysis of interactional and institutional discourse can reveal a great deal about them. This is particularly relevant for legal practice, whereby lawyers are defined by their professional rank and their field of professional expertise within a law firm.

For complex M&A transactions like the subject of analysis in this article, it is institutional practice for the Law Firm to appoint a partner and principal lawyer to work in tandem, whereby the principal lawyer is primarily involved with most discursive activities throughout the negotiation process and the partner is only active at *critical sites of engagement* (following Scollon 1999) for specific discursive purposes. For this particular M&A transaction, the Partner confirmed that the Principal Lawyer was designated to this leadership role as a professional strategy of the Law Firm to maintain control over negotiation activities and the provision of legal services (Round 3 interview). This pivotal role was defined by the extensive experience and expertise she had acquired from working on M&A transactions and by the complex discursive practices she was able to call on to perform with the other professionals. For contract review and negotiation activities, she was empowered to negotiate with bidders on behalf of the other legal and financial representatives of the Sellers and vice versa, and exchange concessions either agreed to or rejected by the bidders in communication with the representatives (see Townley, 2019). In Goffmanian (1967) performance role terms, the Principal Lawyer was the main lead actor on *frontstage* communication with other discourse participants and the Partner performed most of her discursive role *backstage* in consultation with the Principal Lawyer. The Partner only became involved in *frontstage* negotiation activities to represent the Law Firm with institutional authority, such as to provide legal advice on a contentious issue, at the finalization stage of certain contracts or to request action from other discourse participants to meet a crucial deadline.

Semiotic resource and site-specific discursive perspectives

For *site-specific discursive practices* within the *semiotic resource* perspective, genre analysis was used to understand the *genre repertoire* of email communication and the broader *genre system* for international M&A transactions, which was constituted by different *genre sets* of interrelated contractual documents and other texts (Devitt 1991). A key function of genre analysis was to explain how the rhetorical structures and associated linguistic forms of these genres were used to achieve specific objectives throughout the M&A negotiation process. For example, the Sellers' legal and financial representatives used the same genre set of documents to evaluate and negotiate the terms and conditions of the Confidentiality Agreements with bidders during Stage One (see table 1) and the SPA during Stage Two (see table 2). For more specialized activities, such as the preparation of the Turkish Competition Board application, balance sheets and other financial reports for *Closing* during Stage Three (see table 3), the investment bankers used a particular type of financial genre set independently from the lawyers.

This genre analysis shows that all the discourse participants used a *genre repertoire* for email communication (Orlikowski and Yates 1994), assisting them to interact and collaborate efficiently and effectively in achieving a variety of different work tasks throughout the deal. The bulk of this work involved the co-construction of legal documents and then a process to negotiate terms and conditions with counterparties, which were mediated by three main email genres used to:

- *explain or justify proposed amendments* to contractual documents as a fundamental practice of contract negotiation. The exchange of these email genres also required the counterparties to ratify the proposed amendment or continue to challenge it until a mutually acceptable formulation was agreed to and finalized; and
- *report legal review* of proposed amendments and negotiation activity. The use of these email genres (using the CC software function) enabled participants not directly involved in the specific negotiation activity to trace the negotiation process and to ratify the proposed amendment or continue to challenge it until a mutually acceptable formulation was agreed to and finalized; and
- *provide legal opinion or advice* about a specific issue, which was often embedded in a specific provision of a contract.

While functioning to institutionalize recurrent communication norms for specific M&A work activities, analysis also shows that the rhetorical structures and socio-linguistic features of these email genres changed at times in response to task demands, time pressures, and different discourse participants. This involved changes to the structural composition of a recognized email genre by "adopting and integrating characteristics of both written and oral modes of communication" (p. 19) within the meaning of intertextuality (genre embedding) and interdiscursivity. Most often these changes were evinced in the dialogic nature of embedded emails exchanged between the legal and business professionals (Townley, 2021). The language of these informal, almost

backstage genres typically blends elements of a highly specialized technical discourse with a less technical, more interpersonal professional discourse.

The function of emails exchanged was sometimes simply to attach specific versions of the contract under review and/or negotiation. In these instances, the contents of the emails almost invariably functioned intertextually to provide explanation about contractual provisions highlighted in *Markup* using *Track Changes* in the attached contract. In other instances, formal letters of advice were attached to emails exchanged between the participants and documents that facilitated complex review and negotiation activities.

The integrated *social practice perspective* and *semiotic resource and site-specific discursive perspectives* show that textual contract negotiation is undertaken by writing proposed amendments to a document and inserting marginal comments (using Microsoft editing tools in Track Changes), referred to collectively as "Markup" (Townley & Jones, 2016). While the professional representatives of the Sellers and the Purchaser primarily used email communication to exchange proposals and counterproposals regarding the wording of specific contracts, these negotiation activities were ultimately retextualized and recontextualized in the form of written amendments to the text of the contractual document using Markup. Figure 2 below is an excerpt from the Sale & Purchase Agreement that demonstrates how proposed amendments are recorded and highlighted in colour by means of the Markup software. Any deletions to the text are recorded in textual balloons, positioned in the right-hand margin of the page. These boxes also include a record of the person who made such changes at a specific time/date during the negotiation process, however these details have been edited for confidentiality purposes in this article. The textual boxes in the right-hand margin also record any formatting changes to the document, though these do not ordinarily relate to anything meaningful (in terms of substantive content) for consideration by the various discourse participants.

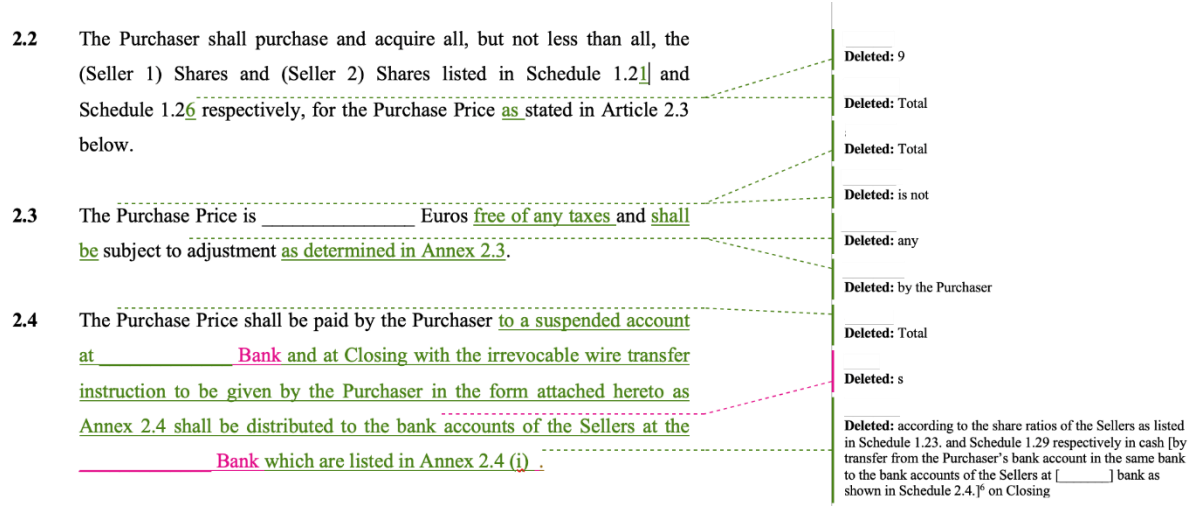

Figure 2. The use of Markup and Track Changes for textual contract negotiation

The SPA functions as the key legal contract for M&A transactions, which deals with significant legal and financial issues that customarily require extensive negotiation discourse activity. In the excerpt above, we can see that amendments were made to the

wording of Clause 2.3 (highlighted in green and underlined) to regulate payment of the Purchase Price for the Company. Even though it was negotiated to exclude the payment of taxes in the commercial interests of the Purchaser, the Partner of the Law Firm representing the Sellers made this negotiated concession 'subject to adjustment as determined in Annex 2.3'. This intertextual reference to Annex 2.3 gives the Sellers' lawyers the opportunity to draft more detailed information regulating the payment of the Purchase Price, which is binding and operates with functional intertextuality to the provisions in Clause 2.3 in the main body of the contract. In Clause 2.4. the Law Firm deleted the original share ratio payment provisions and replaced them with the obligation for the Purchaser to pay all of the Purchase Price in one payment as an irrevocable wire transfer in the financial interest of the Sellers. All of these highlighted amendments and deletions are provisional, pending challenge and/or ratification by the counterpart lawyers and business professionals.

Another function of Markup that is not apparent in the example above is the opportunity for authors to insert their own *Comments* in the right-hand margin of the document. Such comments represent important discourse types and strategies whereby lawyers (and other professionals) provide explanations, reasons, or justifications for making proposed changes to the text highlighted in Markup or raise questions about the contractual provisions for consideration by the recipients and/or for further clarification (Townley & Jones, 2016). This intertextual function of inserting additional comments alongside the main text of the contract is the most direct (and arguably most effectual) way to carry out this type of textual negotiation. The use of the Comments software also improves reference to specific contractual provisions under negotiation and also the retrieval of information about proposed amendments. It thus increases the level of accountability for negotiation activity among the different discourse participants (Townley & Jones, 2016).

The intertextual and interdiscursive nature of contract negotiation

The interrelated research perspectives of the MP model were also used to identify the intertextual and interdiscursive relationships with other negotiation activities and documents (from different site-specific and social practices or activities) within each stage of the negotiation process. Contract negotiation is inherently intertextual in the ways that the terms and conditions of a contract tie back into antecedent discourse (both written and spoken) at the same time that they anticipate subsequent discourse for the representatives to formally approve or challenge the marked-up provisions (Devitt, 1991; Bhatia, 1993, 2004). For example, the Confidentiality Agreement, the Process Letter, and Information Memorandum in Stage One were designed to function in conjunction with each other and each recension or version of these negotiated documents was attached to email correspondence exchanged between the discourse participants, sometimes with other attached documents that assist in the interpretation and operation of the key document. The reflexive nature of the MP model enabled me to examine the epistemological and functional relationships between these different negotiation texts and discursive events.

The MP model was also used to examine how the *site-specific practices* interdiscursively drew on different semiotic resources and social-institutional discourse practices, and how these interrelations shaped other social activity contexts. The legal professionals deployed different communicative modalities that often embodied several distinct or even hybrid discourses – and that can thus be described as interdiscursive – to co-construct and negotiate the contractual documents. While the financial advisors were able to use a certain interdisciplinary knowledge of contractual terms to collaborate on the co-construction of contracts, the ability to retextualize the *expository* or *persuasive* style of negotiated proposals into the *operative* or *performative* style of contractual terms (Tiersma, 1999) represented a key feature of legal interdiscursive expertise and marked the boundary of the bankers' communicative competence across disciplinary contexts. The lawyers also used this interdiscursive expertise to redefine contractual obligations in simpler terms for the financial representatives in email communication. These interdiscursive practices and abilities were also evident in the Markup recontextualization process, that is, the recycling and reworking contract templates into new contractual documents within or across institutions or professional settings and for different purposes.

CONCLUSION

In summing up, it is very important to acknowledge the significant challenges of analysing the relationship between text and context for complex discourse activities, such as this M&A transaction negotiated across different European jurisdictions. The underlying conceptualization of context is that it is in a reflexive relationship with the language. In relation to discursive practices, context constrains and enables what language is appropriate and therefore produced. In a reciprocal way, the language reproduces, maintains, and may alter the context. The role and nature of context in discourse is infinitely expandable, elusive, and contested and Cook (1989) argues that "analysts need to forego claims of objectivity and completeness in describing a context" (p. 1). For instance, I was not able to fully investigate the extent to which negotiation discourse activities are shaped by regulatory and customary practices for M&A transactions in Europe. Furthermore, it was not possible to interview other lawyers or financial advisors working on the M&A transaction in other jurisdictions. Ethnographic interviews were limited the Partner and Principal Lawyer at the Law Firm in Istanbul and I was not able to explore the discourse roles and interactional behaviours of the other discourse participants. This research focus on a small number of informants does not examine the full extent of the (sometimes competing) *discourse participants perspectives* or the *social-institutional and social practice perspectives* of M&A commercial law practice.

Notwithstanding the limited ethnographic focus, this research study can still be described as an example of interpretive ontology in the Geertzian tradition, whereby the research goals are to gain an understanding, or a *thick description* (Geertz 1973; Bhatia, 2002; Sarangi, 2007) of M&A negotiation practices. By framing my study within a multi-perspectival MP research model, I was able to produce comprehensive, empirically grounded explanations for an important type of international legal practice that is discursively complex and constrained by institutional values and ideologies. Both

theoretically and methodologically, the same "ecologically valid" (see Cicourel, 1987) research outcomes can be realized by other applied linguistic studies seeking to examine textual communication findings in authentic professional contexts.

CONFLICT OF INTEREST

The author has no conflict of interest to declare.

ORCID

Anthony Townley https://orcid.org/0000-0001-7921-2396

REFERENCES

Bakhtin, M. M. (1981) *The Dialogic Imagination*. Austin: University of Texas Press.

Bhatia, A., & Bhatia, V. K. (2011). Discursive illusions in legislative discourse: A socio-pragmatic study. *International Journal for the Semiotics of Law*, *24*(1), 1-19.

Bhatia, V. K. (1993). *Analysing Genre: Language Use in Professional Settings*. London: Longman.

Bhatia, V. K. (2002). Applied genre analysis: A multi-perspective model. *Iberica, 4*, 3-19.

Bhatia, V. K. (2004). *Worlds of Written Discourse: A Genre-Based View*. London: Continuum.

Bhatia, V. K. (2008). Genre analysis, ESP and professional practice. *English for Specific Purposes, 27*, 161-174.

Bhatia, V. K. (2010). Interdiscursivity in professional communication. *Discourse & Communication, 21*(1), 32-50.

Breeze, R. (2014). The discursive construction of professional relationships through the legal letter of advice. In R. Breeze, M. Gotti, and C. Sancho Guinda (Eds.), *Interpersonality in Legal Genres* (pp. 280-302). Bern: Peter Lang.

Bremner, S. (2008). Intertextuality and business communication textbooks: Why students need more textual support. *English for Specific Purposes*, *27*, 306-321.

Candlin, C. N. (1987). Towards task-based language learning. In C. N. Candlin and D. F. Murphy (Eds), *Language Learning Tasks* (pp. 5-22). Englewood Cliffs, New Jersey: Prentice Hall International.

Candlin, C. N. (1999). How can discourse be a measure of expertise? Unpublished address. *International Association for Dialogue Analysis, Symposium: Expert Talk*. University of Birmingham, April 8th-10th, 1999.

Candlin, C. N. (2002). Alterity, perspective & mutuality in LSP research and practice. In M. Gotti, D. Heller & M. Dossena (Eds.), *Conflict & Negotiation in Specialized Texts* (pp. 1-19). Bern: Peter Lang.

Candlin, C. N. (2006). Accounting for interdiscursivity: challenges to professional expertise. In M. Gotti and D. Giannoni (Eds.), *New Trends in Specialized Discourse Analysis.* (pp. 21-45). Bern: Peter Lang.

Candlin, C. N., & Candlin, S. (2002). Discourse, expertise, and the management of risk in health care settings. *Research on Language and Social Interaction, 35*(2), 115-137.

Candlin, C. N., & Crichton, J. (2011). *Discourses of Deficit*. Basingstoke: Palgrave McMillian.

Candlin, C. N., & Hyland, K. (Eds). (1999). *Writing Texts, Processes and Practices*. London: Longman.

Candlin, C. N., & Maley, Y. (1997). Intertextuality and interdiscursivity in the discourse of alternative dispute resolution. In B. L. Gunarsson, P. Linnel & B. Nordberg (Eds.), *The Construction of Professional Discourse* (pp. 201-222). London: Longman.

Candlin, C. N., Crichton, J., & Moore, S. (2017). *Exploring Discourse in Context and in Action*. London: Palgrave Macmillan.

Cicourel, A. V. (1987). The interpenetration of communicative contexts: Examples from medical encounters. *Social Psychology Quarterly, 50*(2), 217-226.

Cook, G. (1989). Transcribing infinity: Problems of context presentation. *Journal of*

Crichton, J. (2004). *Issues of Interdiscursivity in the Commercialisation of Professional Practice: The Case of English Language Teaching.* Unpublished Doctoral Thesis, Macquarie University, Sydney.

Crichton, J. (2010). *Discourses of Commercialization: A Multi-perspectived Analysis.* London: Palgrave McMillan.

De Fina, A. (2009). Narratives in interview: The case of accounts. For an interactional approach to narrative genres. *Narrative Inquiry, 19*(2), 233–258.

De Fina, A., & Georgakopoulou, A. (2008). Analysing narratives as practices. *Qualitative Research, 8*(3), 379-387.

Devitt, A. (1991). Intertextuality in tax accounting: Generic referential and functional. In C. Bazerman & J. Paradis (Eds.), *Textual Dynamics of the Professions: Historical and Contemporary Studies of Writing in Professional Communities* (pp. 336-357). Madison: University of Wisconsin Press.

Engeström, Y. (1999). Innovative learning in work teams: analysing cycles of knowledge creation in practice. In: Y. Engeström, R. Miettinen and R. L. Punamäki-Gitai (Eds.), *Perspectives on Activity Theory* (pp. 377-406). Cambridge: Cambridge University Press.

Fairclough, N. (1989). *Language and Power*. London: Longman.

Fairclough, N. (1992). *Discourse and Social change*. Cambridge: Polity Press.

Geertz, C. (1973). *The Interpretation of Cultures*. New York: Basic Books.

Goffman, E. (1959). *The Presentation of Self in Everyday Life.* Doubleday Anchor.

Haspeslagh, P. C., & Jemison, D. B. (1991). *Managing Acquisitions: Creating Value through Corporate Renewal*. New York, NY: Free Press.

Hocking, J. (2010). The discursive construction of creativity as work in a tertiary art and design environment. *Journal of Applied Linguistics and Professional Practice, 7*(2), 235-255.

Jensen, A. (2009). Discourse strategies in professional e-mail negotiation: A case study. *English for Specific Purposes, 28(1)*, 4–18.

Koerner, J. (2014). The M&A process revisited – Identifying a suitable phase model. *Mendel University Research Paper*.

Levinson, S. C. (1979). Activity types and language. *Linguistics*, *17*, 365-399.

Orlikowski, W. J., & Yates, J. A. (1994). Genre repertoire: Norms and forms for work and interaction. *MIT Sloan School Working Paper 3671-94: Center for Coordination Science Technical Report, 166*.

Pablo, A. L., Sitkin, S. B., & Jemison, D. B. (1996). Acquisition decision-making processes: The central role of risk. *Journal of Management*, *22*(5), 723–746.

Phillips, N., & Hardy, C. (Eds). (2002). *Discourse Analysis: Investigating Processes of Social Construction*. London: Sage.

Pinto dos Santos, V. B. M. (2002). Genre analysis of business letters of negotiation. *English for Specific Purposes, 21*, 167- 199.

Pragmatics, *15*, 1–24.

Putnam, L. L. (2005). Discourse analysis: Mucking around with negotiation data. *International Negotiation, 10*, 17-32.

Riessman, C. K. (2003). *Narrative Analysis*. London: Sage.

Riley, P. (2012). Jonathan Crichton: The discourse of commercialization: A multi-perspectived analysis. *Applied Linguistics, 33*(2), 220–222.

Roberts, C., & Sarangi, S. (1999). Hybridity in gatekeeping discourse: Issues of practical relevance to the researcher. In S. Sarangi & C. Roberts. (Eds.), *Talk, Work and Institutional Order: Discourse in Medical, Mediation, and Management Settings* (pp. 473–503). Berlin: Mouton de Gruyter.

Sacks, H. (1992). *Lectures on Conversation.* Oxford: Basil Blackwell.

Sacks, H., Schegloff, E. A., & Jefferson, G. (1974). A simplest systematics for the organization of turn-taking for conversation. *Language, 50*, 696–735.

Salus, N. P. (1989). Public relations before and after the merger. *Bottomline*, *6*, 47–49.

Sarangi, S. (2000) Activity types, discourse types and interactional hybridity: The case of genetic counselling. In S. Sarangi and M. Coulthard (Eds.) *Discourse and Social Life* (pp. 1-27). London: Pearson.

Sarangi, S. (2005). The conditions and consequences of professional discourse studies. *Journal of Applied Linguistics 2*(3), 371-394.

Sarangi, S. (2007). The anatomy of interpretation: Coming to terms with the analyst's paradox in professional discourse studies. *Text & Talk, 27*(5-6), 567-584.

Sarangi, S. (2008). The conditions and consequences of professional discourse studies. *Journal of Applied Linguistics*, *2*(3), 371–394.

Sarangi, S., & Roberts, C. (Eds.). (1999). *Talk, Work and Institutional Order: Discourse in Medical, Mediation, and Management Settings*. Berlin: Mouton de Gruyter.

Sokolova, M., & Szpakowicz, S. (2006). Language patterns in the learning of strategies from negotiation texts. In L. Lamontagne & M. Marchand (Eds.), *Canadian AI, LNAI 4013* (pp. 288–299).

Swales, J. M. (1990). *Genre Analysis: English in Academic and Research Settings*. Cambridge: Cambridge University Press.

Swales, J. M. (2004). *Research Genres: Explorations and Applications*. New York: Cambridge University Press.

Talmy, S. (2011). The interview as collaborative achievement: Interaction, identity, and ideology in a speech event. *Applied Linguistics, 32*(1), 25-42.

Tiersma, P. M. (1999). *Legal Language.* Chicago: University of Chicago Press.

Wenger, E. (1998). *Communities of Practice: Learning, Meaning, and Identity.* New York: Cambridge University Press.

Townley, A. R. (2019). A pivotal interactional role to oversee contract negotiation activity: Insights into a key interdisciplinary legal-business practice. *Discourse & Communication, 13*(2), 228–248.

Townley, A. R. (2021) The intertextual nature of embedded email communication for contract negotiation activities. *Text & Talk. An Interdisciplinary Journal of Language, Discourse & Communication Studies 41*(4), 1860-7330

Townley, A. R. (in press). The use of discourse expertise to control the provision of legal services and establish discursive hegemony in commercial law practice: a case study from Europe. *International Journal of Legal Discourse.*

Townley, A. R., & Jones, A. (2016). The role of emails and covering letters in negotiating a legal contract: A case study from Turkey. *English for Specific Purposes, 44*, 68-81.