



The speech acts in South Sudan's peace agreements: A pragmatic perspective

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Abstract

This paper examines linguistic behaviour, particularly the illocutionary forces in convention formulation discourses. It scratches across pragmatics and law, the illocutionary act and a specific register of legal manuscripts. Illocution is a dimension of speech act theory that positions the intention inherent in spoken or written utterances. For a lengthy investigation, a couple of other discursive variables are supplementary. One is mood, a concept borrowed from Halliday's systemic functional linguistics, which upholds three types of mood in the English language: declarative for statement, imperative for command and interrogative for question. Further is the speech act type. Based on Searle's classification, they are assertive, constitutive, representative, directive and expressive.

The data disclose that it is not exclusively used. Nevertheless, constitutive categories occur more frequently, while directives are used less often. This high occurrence of constitutive categories is understood as a replication of the nature of an agreement that is not so much about command as it is about commitment and clear descriptions of the comparative terms.

Keywords: Illocutionary act, legal discourse, mood, pragmatics, speech act, systemic functional linguistics, treaties

Introduction

This research paper explores the significant dimension of speech act theory, namely, the illocutionary act, the type of function that the speaker aims to achieve in the course of producing an utterance well-defined within a system of social conventions (Searle, 1969^[13]; Nordquist, 2020)^[11]. Speech act theory is pragmatics, the study of language usage where the effect of spoken or written words or expressions in verbal and non-verbal setting becomes the object of attention and examination. Speaking is not solely a statement or locutionary act but, similarly, a performing or illocutionary act and by this principle articulating is "doing things with words" (Austin, 1955)^[2]. Though, distinct sorts of utterances such as assertion, command, question, and so on produce distinct illocutionary acts such as declarative illocutionary, imperative illocutionary, and interrogative illocutionary acts, which constitute the three core classes of mood in English. Each act can be uttered at diverse degrees of force. Hence, the expression "illocutionary force" (Andor, 2011)^[1] or else the effect of a speech act is envisioned to have on an audience.

Determining the illocutionary act of an utterance frequently goes past referring to its propositional fillings. It involves referring to what is recognized as Illocutionary Force Indicating Devices (IFIDs). Succeeding Searle, Elizabeth and Gaspar (2014)^[5] hypothesized that utterances of diverse syntactic structures, so different illocutionary forces such as; "open the door" and "could you open the door please" have identical propositional content (open the door) though the former is a command and the latter is a request. It displays how individuals choose to address one another in one way instead of another, as the type of relation regulates the nature of communication people engage in their ordinary lifespan. This investigation addresses the issue of choice-making at an advanced level of interpersonal relations, specifically how interlocutors acclimatize their expressions to the illocutionary power of global treaties.

Related Words

1. The Speech Act

Antedating Austin, J.L. (1955)^[2], descriptiveness was central to the philosophy of language with a shared perception that utterances primarily serve to define. However, the theory was open to arguments when Austin (1955)^[2] delivered his ground-breaking speech "How to Do Things with Words". Austin (1955)^[2] noted that when we utter words, we are not simply describing a condition but also executing a sort of action, and as to the sorts of acts apprehended when language is used, a preliminary distinction was made between constative and performative. The previous stances for sentences are considered as descriptive, that is, they describe things and consequently are truth-evaluable (either true or false); the latter stances for the kinds of utterances which, instead of elaborating, achieve actions and henceforth not truth-evaluable but instead assessed in terms of contentment. Since that introductory speech, a novel way was cemented, and a rising interest awakened to see beyond the reductionist outline of descriptiveness with a henceforward shared thought in endeavouring to interconnect. People articulate utterances comprehending grammatical constructions and words and execute actions through those utterances (Austin, 1955^[2]; Searle, 1979^[13]; Yule, 2000), foremost to the flourishing of the contemporary study of speech acts at the demise of "descriptive illusion".

Commencement with Austin's (1955)^[2] engaging monograph, for instance, what was primarily meant by speech act were actions accomplished through performative utterances, for example, "I baptize this ship the Joseph Stalin"; "I now pronounce you husband and wife", and the like. Those appear designed to do things rather than say or recount something. Such sentences Austin (1955)^[2] cited as performatives with attributed features such as first-person subject, indicative mood, simple present tense, active voice, and performative verb, in similarity to what he termed constatives, the descriptive sentences of the category: "I go to university every day", a simple statement of fact. That

description is now extended to cover actions executed by utterances that are not severely performative and applied to diverse disciplines.

As Sadock (1974) ^[12] detects, the difference between performatives and constative is regularly invoked in the work of the law, in literary criticism, in political analysis, and other disciplines; nevertheless, it is a distinction that Austin (1955) ^[2] debated was not eventually defensible. The factual point is that every standard utterance has a mutually descriptive and compelling aspect: saying something is also undertaking something. Therefore, this constative-performative dichotomy did not precede long before presenting its limit, and the multilateral approach, the locutionary, illocutionary, and perlocutionary acts, was given intensification. These acts are achieved when language is placed to use, encircling physiognomies of utmost utterances, whether performative or constative.

Austin (1955) ^[2] exemplifies the peculiarity between these categories of acts with the specimen of saying "Shoot her!" which he trisects as follows:

- **Act (1) or Locution:** He said to me, "Shoot her!" meaning shoot "shoot" and referring by her to "her."
- **Act (2) or Illocution:** He urged, advised, and ordered me to shoot her.
- **Act (3) or Perlocution:** He persuaded me to shoot her.

The illustration shows a pure aspect where locution is the act of expressing, Illocution is the aim, and perlocution is the outcome.

In the broader sense, locution is the literal connotation conveyed through syntax, lexicon, and phonology; the edifice of speech by pronouncing certain sounds or making certain scripts, using specific words, etc. To go past the naive view, Illocution is a clue of the speaker's intention; it interprets what is accomplished by speaking and has more to do with the hearers than with the utterer; meanwhile, it draws its importance from inference. The third class, the perlocution, is the consequence, the by-product or the repercussion of speaking or putting the effects upon the receiver's thoughts, feelings, or actions.

2. Searle's Classification of Illocutionary Acts

Searle (1979) ^[13] categorizes speech acts into five (5) sorts relative to discrete functions or illocutionary forces. It is the direction appropriate to the hypothesis or the words-fit-world or world-fits-words classification, which emerges underneath four principles: words-to-world, world-to-words, neither, and both. We then have assertions in which the propositional content matches the authenticity, corresponding to Austin's (1955) ^[2] performative sentence. Another category is commissive, which refers to what is planned to be done in the forthcoming. Promise, for example, falls into this class of speech act. The next sort is expressive, or those speech acts that interpret the speaker's affective state. Finally, there is order, the speaker making the hearer do something and representation, the assertion of the speaker's beliefs. This cataloguing is evidently shown in Table 1 (Yule, 2000: p. 55).

Declarations are illocutions brought into the presence of statements such as "I now pronounce you husband and wife", articulated by a mayor in the applicable context. Representatives define the state of affairs as perceived by

the speaker in terms of truthfulness. By commissive, the speaker articulates his promise to an inevitable progression of action in the upcoming (examples: promise, oath). It mainly converts the voluntary involvement of the speaker. The directive states indirect and outright commands of a speaker to listeners. It may be comprehensive enough to involve the speaker in executing the command. Expressive is about the speaker's psychological state, particularly his/her feelings.

Bach & Harnish's (1979) ^[3] Linguistic Communication and Speech Acts is similar to Searle's (1979) ^[13] methodology in concentrating on constitutive rules. They relatively uphold Strawson's Intention-Centered Theory, sketching a comparison between formal acts, such as marrying, and non-formal acts like an inquiry and emanate up with the hypothesis that as the Agreement is crucial to the Illocution of formal acts, so is intent to communicative act, the alternate to non-formal act (ibid, 1979). Their influence was;

1. To demonstrate how inferences based on Reciprocal Contextual Beliefs (RCBs) play a part in communicative speech acts.
2. Recommend a universal Speech Act Schema (SAS) for communicative illocutionary acts.
3. To style thoroughly using Grice's concept of Conversational Implicature in finalizing the theory.

The Speech Act in Legal Language

According to Tiersma (2010) ^[18], legal manuscripts are different from conventional speech because specific illocutionary forces consider legal texts to be "creating, adjusting, or dismissing the privileges and obligations of people or institutes" (Tiersma, 2010 ^[18]; Motulsky, 1948).

Such legal manuscripts are referred to as written performatives by Austin (1955) ^[2] and operative or dispositive by lawyers, and the genres include documents such as constitutions, deeds, contracts (treaties fall in this category), orders, statutes, wills, and decrees (ibid, 2010). In further discussion, the study states: "Each genre of legal manuscript tends to partake in its particular stereotypical set-up, which is generally written in legal language and classically comprises one or more legal speech acts destined to convey its anticipated functions. Hence, a treaty practically comprises one or more possibilities, a determination contains verbs that assign property at demise, and a deed transfers property through the lifespan of its maker." Despite their nature, legal writings have normative physiognomies in describing and establishing standards and rules of comportment. It gives a logic that legal rule is inevitably formulated in the imperative as detected by Capitant (1928) as quoted in Slomanson (2011) ^[14] in his doctoral study, "The imperative and the indicative", he noticed "are two distinctive moods of the verb. These two moods translate two distinctive concepts, which one can define as imperative and indicative... The opposition between the indicative and the imperative is the opposition between what is and what should be...". In a diverse study but with a similar viewpoint, Lawrence Solum states that: "laws might be seen as speech acts-as types of commands and authorizations" Solum (2019) ^[16]; Trosborg (1994) ^[19] categorizes legal speech acts as directive, commissive and constitutive.

As noted, the pragmatic properties of legal homily have been reconnoitred by numerous scholars, specifically inside

the Speech Act Theory framework. However, macro-speech act analyses are noticeably missing from those studies or unusual stabs. Numerous studies narrowed to the micro-speech act; they focused on a single utterance rather than considering manuscripts or sequences of texts in their completeness. This propensity of restraining the scrutiny to a sentential level is a limitation because scripts can have a definite illocutionary force reliant on the form of register. An agreement, for instance, in written design, might be understood as a macro-speech act of commissive. The exceptional attention in this research is to donate to legal practice by considering this dimension of the macro-speech act in agreements.

Table 1: The five overall functions of illocutionary acts follow Searle (1979) [13].

Speech Act Type	Direction of Fit	S=Speaker X=Situation
Declarations	Both	S causes X
Representatives	Make words fit the world	S believes X
Expressives	None	S feels X
Directives	Make world fit the words	S wants X
Commissives	Make world fit the words	S intends X

Treaties

Slomanson (2011: p. 351), in his book, "Fundamental Perspectives on International Law", defines a treaty as "a generic term covering all forms of international agreement between states." Treaties are forms of international law that define the affiliation among nations. It can be a protocol, a covenant, a convention, or a promise, but this nomenclature has no outcome beyond a variation in terminology and treaty in spirit. As Slomanson noted, it is a limitation over states' sovereignty, or, as Tiersma (2010) [18] stressed, an authoritative manuscript of Agreement amongst states referred to as an "integrated agreement" in lawyers' jargon. As such, the current investigation recognizes a treaty as a law, a command, an order, or an imperative from authority that shapes behaviours and stimulates submission.

The South Sudan Convention on the Law of Treaties defines a treaty as "an agreement concluded between Parties in written form and governed by international law, whether embodied in a single instrument or in two or more related instruments and whatever its particular designation." By covenant, the study infers a convention as a legally obligatory indenture whereby states or parties portion assortment of hallucinations and sentiments framed into rules that apiece commits itself to abide by. The investigation then remarks a treaty as a law, though not certainly permanently in the form of a command, an order, but rather a free will commitment. Given both definitions, this research paper logically emanates up with the deduction that discourses of the type of agreements have an insinuation to the world-fit-words category of illocutionary acts, especially the directive by allusion to the work of Slomanson (2011) [14] and the commissive with quotation to South Sudan Convention on the Law of Treaties.

Chapter Three: The Methodology of the Study

1. The Objective of the Study

This research paper is interdisciplinary, and its subject matter is pragmatics, but it also scratches across the language of law. The core objective is to determine the nature of the type of speech act demonstrated in the

language of the Convention, mainly the textual meta-function from a corpus of South Sudan's Peace Agreements, using the illocutionary act theory as a "measurement rod." The researcher is also principally interested in conducting a macro-speech act examination to determine Illocution in this precise register.

2. The Rationality of Choosing Research Objects

The chief rationale behind the choice of these precise objectives is that the crucial of research-related speech act theory that focuses on utterances as taken unconnectedly, that is, utterances as not part of a full speech (for instance, the whole text of a particular register), hence referred to as micro-speech act analysis. Although those investigations provide valuable sympathy to the theory, supplementary insightful information may stem from considering a holistic analysis of discourses as they are formulated in various registers. It is referred to as a macro-speech act, a type of analysis in which barely any literature exists.

3. The Research Questions

To achieve the goal cited above, the following questions should be answered:

- a. What illocutionary acts were established in the discourses of South Sudan's peace agreements?
- b. How do those sorts of illocutionary acts mirror the nature of the discourse pattern of the peace agreements?
- c. To what extent are they applied?

4. The Data Sources and Selection Criteria

Examining several cases from drafts of different natures is necessary to address the questions above. The data for this study are, therefore, drawn from a corpus of South Sudan treaties as certified true copies of transcripts of the Convention on the resolution of conflicts, prohibition of the hostile use of environmental modification techniques, human rights, treaties on armament, and that can be accessible on <https://www.africansecuritynetwork.org>. Preambles are subtracted from the analysis as those parts are mere statements of conditions and circumstances, and their selection will not do justice to this study since they do not have moods of their own. The identification of utterances for analysis is done at the mood level based on linguistic aspects, as defined by Halliday (1993, 1994) [7, 8], where only independent clauses have mood. The mood system comprises two main elements (subject and finite), which combine to express the mood of the clause. Utterances are analyzed and classified with full awareness of their formal (propositional contents) and functional meanings, as significant differences may be found between those.

Slomanson (2011) observes that treaties exist under two types: (i) the lawmaking treaties, which treaties are those that set up new rules in national law, and (ii) the contractual treaties, which contractual treaties entail adherence to contract and implied promise or Agreement. The former is the type of law dealt with within treaties. Because they are not working of fiction, law discourses may serve researchers with valuable data for analysis within speech act theory.

The Method of Analysis

The data were scrutinized in terms of three diverse functional classifications: (a) mood, (b) illocutionary act/force, and (c) type of speech act in analogy with Searle's 1979 sorting. As cited earlier, mood accounts for

independent clauses. However, in utterances like the following from "Revised General Act for the South Sudan Settlement of Internal Disputes". When a dispute ascends, no perpetual appeasement commission appointed by the parties in existence (an exceptional commission shall be established) for the investigation of the clash within a retro of three months from the time at which an appeal to that effect made by one of the parties to the other party. The part between square brackets has a mood. Pressing for only independent clauses noticeably reduces the number of utterances to be considered for analysis.

SPSS was used for descriptive figures, and the curiosity in using it is specifically and simply a univariate examination for frequency dissemination to know what magnitude of particular moods, types of speech, and illocutionary forces have been used alongside their proportion. This quantitative detail is supplemented with a qualitative, in-depth analysis of an illustrative case. Conceivable concomitant usage of the quantitative method and qualitative one is generally desirable over a single use of either (Muijs, 2004). Through this investigation, the interpersonal relation or the relationship that is encouraged through international conventions constituting the contextual purposes subsumed under this definite genre of written law was interpreted.

Findings

Table 2 encompasses the statistical details of the three variables under inspection as dispersed amongst mood, speech act, and illocutionary force classes. To capture mood as a basis for scrutinizing a dialogue, the researcher refers to Halliday and supporters' theory of meta-function (Halliday, 1978^[6], 1994^[8]; Martin, 1992)^[10]. Underpinning the theory is the supposition that any instance of language simultaneously accomplishes three functions: the ideational meta-function, the interpersonal meta-function, and the textual meta-function.

The ideational meta-function exemplifies the world as perceived by the speaker. In contrast, the interpersonal meta-function of language serves as an appliance of fashioning and upholding social correlation via language use. In other words, resolutions and the nature of social relations determine language use specifics amongst individuals. Lastly, the textual meta-function concerns the mode of communication, "the function of rationalizing communicative acts into larger aggregates, into the communicative events or texts that realize particular social practices, such as discussions, speeches, reports, and so forth." (Kress & Van Leeuwen, 1996: p.346)^[9].

Table 2: Mood frequency

	Frequency	%	Valid %	Cumulative %
Declarative	472	100.0	100.0	100.0
Imperative	0	0	0	0
Interrogative	0	0	0	0

Mood refers to subject finite (Thompson, 2014)^[17], counts only in independent clauses and exists under three basic categories in English; some may distinguish four, but for formal purposes, a distinction of three classifications is kept: declarative, interrogative and imperative. Kress & Van Leeuwen (1996: p. 347) detailed: "A specimen of a grammatical system which helps ordain social contact is mood, which offers a choice between diverse plain speech acts such as stating, questioning and commanding."

From this basis, the study registered 472 moods from four (4) manuscripts of South Sudan's Peace Agreements (1955 - 1972, 2005^[23], 2015, 2018)^[24]. The papers cited precisely the South Sudan. The Addis Ababa Agreement, signed on February 27, 1972, was finalized in Addis Ababa, Ethiopia. This Agreement ended the First Sudanese Civil War (1955-1972)^[20] and granted the people of Southern Sudan self-rule by establishing the Southern Sudan Autonomous Region. The Comprehensive Peace Agreement (CPA) was signed on January 09, 2005 in Nairobi, Kenya. It was a peace agreement between the Sudan People's Liberation Movement/Army (SPLM/A) and the Government of Sudan. The Agreement on the Cessation of Hostilities (ACoH) was signed on January 23, 2015, in Addis Ababa, Ethiopia. The Agreement was signed by a representative of the Government of South Sudan and the Sudan People's Liberation Movement/Army (in opposition) and witnessed by envoys of the Intergovernmental Authority on Development (IGAD). The Revitalized Agreement on the Resolution of the Conflict in the Republic of South Sudan (R-ARCSS) was signed on September 12, 2018, in Addis Ababa, Ethiopia. The Agreement was finalized under the Intergovernmental Authority on Development (IGAD). All the Conventions focused on the Territorial and the Contiguous Zone. The Convention also focuses on the Arms Embargo of the Military or any other Hostile Use of Environmental Modification Techniques. Disarmament is one of the ways forward: a Convention on the Elimination of All Forms of Racial Discrimination and Human Rights Abuses, an Arms Trade Agreement, and a Treaty on the Prohibition of Nuclear Weapons. Of the three main basic types of mood, only the declarative is used throughout the texts, as shown in Table 2 above.

Table 3 is directly correlated to Table 4. This is clarified because the constitutive, commitment, and command frequencies correspondingly determine the percentages of assertive (simple statement), commissive, and directive.

Table 3: Speech act types

Counted in number	Counted in %	Valid %	
Assertive	251	53.2%	
Commissive	180	38.1%	
Directive	41	8.7%	
Total	472	100.0%	100.0%

Table 4: Illocutionary acts frequencies.

	Frequency	Percent	Total
Constitutive	251	53.2	
Commitment	180	38.1	
Command	41	8.7	
Total	472	100.0	100.0

Assertive, commissive and directive are chosen over the outstanding expressive and representative with a high frequency of assertive. Practically, no limited number of acts are performed via speech (asking, condemning, allowing, etc.). However, the researcher used parasol terms casing broad functions rather than single items in this study. In this sense, for example, commitment signifies promise, oath or engagement to a course of action in the forthcoming in broad by the undersigned of conventions. Constitutive in this precise context means defining, explaining and reporting to supply information regarding the contract application. Finally, directive exemplifies those utterances

or speech acts having the nature of command, order or any discourse through which the speaker or writer, as in here, instructs an auditor to a course of action.

When we speak of speech acts, we practically always mean illocutionary acts. It is so apparent that most works on speech act theory centre on Illocution rather than locution and perlocution. This fact is influenced by those two tables (Table 2 and Table 3) that are narrowly correlated. Therefore, speech act type determines illocutionary act type.

Discussion

Despite their nature, lawful texts have normative physiognomies in that they describe and set morals and rules of behaviour. It stretches a *prima facie* sense that legal rule is unavoidably formulated in the imperative as perceived a long time ago by Capitant (1928), as cited in Slomanson (2011), in his doctoral thesis, "The imperative and the indicative," he noted ", are two separate moods of the verb. These two moods give details of two distinct notions which one can pronounce as imperative and indicative. the opposition concerning the indicative and the imperative is the opposition regarding what is and what should be..."

However, this study presented something different. The results revealed that using explicit imperative is a very rare exemption. In fact, regarding mood, there is an exclusive use of declarative /indicative at the outlay of interrogative and explicit imperative. As to what illocutionary acts are established in the discourse of South Sudan's peace agreements, there is a higher frequency of constitutive, a noteworthy amount of commitment and infrequent use of command/imperative. In this instance, the study registers a total of 472 utterances, of which 251 are constitutive (53.2%) of illocutionary act, 180 are commitment (38.1%) of illocutionary act, and 41 are command (8.7%) of illocutionary act. That insight of imperative style of law discourse consequently does not apply to an agreement to a large extent.

As a matter of fact, in language use, what is uttered usually reflects the nature of interpersonal relations between the interlocutors. Since an agreement is the free will expression of equal-footed accomplices, there appears to be no pressing essential to use an authoritarian discourse style like imperative, and this elucidates the predisposition to constitutive to describe procedures and give data about the bid of the Agreement. It is then ordinary that a lesser number of the directive is used in those writings and line with József (2011), as cited in Solum (2019) ^[16], who stressed that "the imperative mood is *prima facie* not to be used. The exemption is if it is not a directive." (p. 123).

The reasons for utilizing the commissive in such a catalogue are also bound to several contextual motives, not so different from those mentioned above. An agreement is a law which requires a stern adherence to certain normative compartments. It should be mirrored in the use of instructive and commanding language style. However, an agreement is a negotiation or ratification between allied and associated supremacies where no party is truly in the position of authority. Then, in such situations, priority should be given to an extra diplomatic approach to concerns, levitation the need for euphemism while keeping facets of commitment from all flanks in terminologies as acting a treaty is an exercise of free will, associate parties joining voluntarily without intimidation whatsoever. It entails a sense of commitment to a shared purpose and clarifies the texts' significant frequency of commissive.

Undertaking a covenant to witness norms is an obligation, especially in a legal framework. A treaty is a form of self-imposed norm, a duty that parties make for themselves exempted from external restriction.

It is an obligation, a promise from affiliate revelries to take preventive approaches against program-carrying dissemination from their zones, but what is really envisioned is more than a mere undertaking; it is a duty, an order that is made overt through the utterance that trails in the matching paragraph: "This obligation shall apply where the inventing body is a national of another constricting Government, and where the motion disseminated is a derived signal." Implicit examples of commissive typically characterize legal texts. Utterances of the variety "shall... and shall not..." like "This Convention shall not apply... from the outpost by the overall public." The pattern of using "shall" is extremely fiddly, and attention should be paid to clear vagueness. It is an outdated term that can express obligation as an alternative to "must" and "have to" or even competence. Fortunately, it is easy to disambiguate this issue by resorting to texts in further UN-authorized languages where such ambiguity does not exist. In French, for example, the possible uses of "shall" include (1) a statement of fact, (2) a prediction, and (3) an expression of obligation, which are certainly distinguishable from one another. As a result, when we take the French styles of the utterances quoted above, we will correspondingly have a statement of fact and prediction of what is agreed on to be accepted, thus the embedded commitment.

In summary, there is no exclusive use of a specific type of illocutionary act in the register of South Sudan's Peace Agreements; nonetheless, it is a rational claim that the constitutive and commissive classifications are widely used throughout legal manuscripts related to conventions. The study also recognizes that those illocutionary classifications are congruent with the agreement model.

The Revised General Act for the Addis Ababa Agreement on the Problem of South Sudan was adopted on February 27, 1972; the Comprehensive Peace Agreement (CPA) was adopted on January 09, 2005; the Agreement on the Cessation of Hostilities (ACoH) was adopted on December 21, 2015; and the Revitalized Agreement on the Resolution of the Conflict in South Sudan (R-ARCSS) was adopted on September 12, 2018.

1. The dispute shall be submitted.
2. Disputes shall be submitted.
3. A commission shall be constituted.
4.
 - a) The Commission shall be composed...
 - b) The parties shall nominate...
 - c) The commissioners shall be appointed...
 - d) The commissioners must be...
 - e) The parties shall appoint the President.
 - f) The commissioners shall be appointed.
 - g) They shall be re-eligible
 - h) The commissioners may be replaced
 - i) Vacancies shall be filled within the shortest time
5.
 - a) A Special Commission shall be constituted
 - b) The necessary appointments shall be made
6.
 - a) Appointments shall be entrusted to a third Power
 - b) The appointment shall be made in concert
7.
 - a) Disputes shall be brought before the Conciliation Commission
 - b) The application shall contain.
8.
 - a) Either party may replace its commissioner

- b) The parties shall notify
- 9. a) The Commission shall meet
 - b) The Commission shall request
- 10. a) The work shall not be conducted
- 11. a) The Commission shall lay down
 - b) The Commission shall act by
- 12. a) The parties undertake to facilitate.
- 13. a) Expenses shall be divided.

Utterances (1) and (2) are declarations about upcoming plans. Their illocutionary potency does not spread beyond updating member states on how potential wars will be resolved. It clarifies an agreement without limitation. Utterance (3), on the other hand, falls within the classifications of directive as speech act and command as illocutionary force. Although highlighted as those, it is conditioned to an appeal, a request, and thus transcends voluntary rendezvous. It is an implied command, though. 4 (a), (b) and (c) are all simply informative and not distinct from 1 (1); (2); however, 4 (d) is an overt directive as a speech act and a command as Illocution. It is an uncommon exception since directives in agreements are generally unspoken to retain that sense of euphemism in expression and to appear further like a treaty. 4 (e), (f), (g), (h) stance for constitutive, but (h) is divergent from the others for being elective. It is a possibility, not an unambiguous and strict fact of the forthcoming plan. (i) On the other hand, it is commissive. It is an obligation and commitment to perform a mission within a limited timeframe.

Besides, regardless of their constitutive-like feature, 5(a) and (b) are truly directive commands as they must be fulfilled in conventionality to external situations determined in the precedent article. They are embedded commands and are 6 (a) and (b). 7 (a), (b) are instructions to address the appeasement commission in cases of conflict supplemented with a sense of compulsiveness. 8 (a) is an act of consent like 4 (h), which is trailed by a directive in 8 (b). Nonetheless, 9 (a) and (b) enlighten about future strategy but then translate an unspoken voluntary engagement from affiliates of the Commission and, for that reason, are commissive. 10 (a) is an embargo act, a restraining measure as to what should be done, reflecting the exact example of law articles. It then falls within the classifications of directive and command. Thus, 11 (a) and (b) are in further explicit approach. The manifestation "by" points toward the existence of certain conditions of allusion to future undertakings: "shall lay down..." and "shall act..." as recommended acts. In conclusion, 12 (a) and 13 (a) enlighten the commitment of parties "to facilitate the effort of the Conciliation Commission" and to fund the functioning of the Commission.

In this examination, terminologies are deliberated in completeness to set patterns and uniformities in line with classifications of Illocution, speech act and mood. A warning to recap here is that the expressions are taken in seclusion; that is, those chunks making the mood are drawn from other words that tally much as to determine the connotation of the utterances appropriate and categorize them in different classes.

Generally, the law tends to indicate imposition from an authority; however, opposing that shared thought of law discourse that outlines strict rules and commands that stimulate the demanding imposition, the fundamental facet

of this register is notifying the terms and conditions of conventional practices. It is an input to Constable (2014) ^[4], who recommends a shift from the approach to sighted law as a "system of rules" to claiming law as terms of social acts.

In addition, the law should be understood as the definition of our way of being, as a structuralist opinion functional to the language of law whereby language organizes humanities. As observed, there is a sort of overuse of "shall" all over the documents, a word that is highly flexible in usage and puzzling in interpretation. It occasionally stances for futurity, articulates obligation as a synonym of "must", or even states possibility as a synonym of "may". In jurisdiction, it is primarily used to express future action or obligation. However, in this instance paper, it is typically employed in its future sense to enlighten, organize and establish a path for the union's functioning. One significant rationale of this linguistic choice is bound to the need to define the terms of the Agreement, and an alternative dimension is the necessity to suppress authority and obligation to underscore the conventional nature of agreements and encounter the contextual essential as well.

Conclusion

An agreement is the voluntary expression of parties on an equal balance power relation and having agreement-making power (AMP). As a result, it is not so much about a simple founding of normative rules and principles as it is about negotiation and commitment, neither is it odd if the complete manuscript appears beneath the declaration label. Of course, the writing, in its completeness, has a directive as a universal function. That is trying to get people to act convincingly; for example, to get them to preserve the environment, to get them to resolve conflicts and eradicate ethnic discrimination. Nevertheless, the manuscript is composed to infer the voluntary commitment of shrivelling parties theoretically. Noticeably, it would not be sufficient to write down a commanding language-style manuscript since it is all about conventions among ethnic communities that have full autonomy of action.

As Kalinowski (1974), quoted in Slomanson (2011) ^[14], once detected, it is occasional for the lawmaker to set out legal standards in the form of normative propositions because, if that were the case, one would have observed a repetitive application of terms like "it is necessary," "one ought to," "it is forbidden to," "it is permitted to," "one has the right to." These expressions offer legal writings a normative feature and constitute the illocutionary force of legal expressions. In Kalinowski's terms, they are the normative/deontic features of the language of law. Lastly, it is coherent to claim that lawmaking works related to agreements are virtuously descriptive in mood and that the illocutions are principally constitutive and commissive.

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