

The Methods of Expressing Obligation in English, Hungarian, and Polish Statutory Instruments

A Comparative Analysis of Selected Aspects of Deontic Modality

KAROLINA KACZMAREK, ALEKSANDRA MATULEWSKA,
PRZEMYSŁAW WIATROWSKI

Instytut Językoznawstwa, Uniwersytet im. Adama Mickiewicza,
al. Niepodległości 4, PL-61-874 Poznań

E-mail: karkacz@amu.edu.pl, aleksandra.matulewska@gmail.com, alomorf@wp.pl

(Received: 16 November 2015; accepted: 8 February 2016)

Abstract: The authors analyze the structure of imperative clauses in English, Hungarian, and Polish statutory instruments, including the EU ones. The emphasis is put on the exponents of modal meanings used in the above-mentioned three languages. The clauses are analysed from a semantic and syntactic perspective. Grammatical and lexical exponents of deontic modality in English, Hungarian, and Polish are compared. The semantic components constituting modally marked utterances are described.

Keywords: deontic modality, obligation, legal language, English, Hungarian, Polish

1. Introduction

Legal language belongs to a group of so-called *languages for special purposes* (LSPs). It is a very special LSP as it is used for creating legal relations. Statutory instruments are formulated in statutory language, the main function of which is to express rights, duties, and entitlements of natural and artificial (legal) persons.

The general theory of linguistics provides the basis for investigating modality in different languages, including colloquial languages and LSPs. As far as the expression of modality is concerned, it has been pointed out in the pertinent literature that some languages utilize mood (e.g. imperative, indicative, optative, and subjunctive moods), some resort to modal verbs, and still in other languages, there occur in this function moods as well as modal verbs or clitics or particles. There are many types of modality. Among the most popular ones the following may be enumerated: 1) epistemic modality (expressing knowledge and belief), 2) deontic modality (expressing obligation, prohibition and permission), 3) circumstantial modality (expressing possibility or necessity resulting from specified circumstances), 4) dispositional modality (expressing agent possibility depending on his dispositions), 5) boulomaic modality (expressing one's wishes) (KIEFER 1999: 225). Furthermore, F. R. Palmer states that "there is justification, then for the recognition of a cross-linguistic grammatical category, comparable with the categories of tense and aspect; the most appropriate name for this category is »modality«" (PALMER 1999: 229). However, one may not agree with this point of view. Modality is not

simply a cross-linguistic grammatical category. Within the general theory of modality, it is worth differentiating between 1) pure modal meanings and 2) ways of expressing them. The meanings in question are classifiable within specific dimensions (e.g. deontic, epistemic, etc.). And the ways of expressing those meanings may be both lexical (e.g. modal verbs) and grammatical (mood). This paper focuses on methods of expressing obligation, that is to say, to pure modal sub-meanings of deontic modality in English, Hungarian, and Polish imperative clauses. The examples are taken from texts formulated in a language for special purposes, namely, respective legal languages, or to be more exact, statutory language.

2. The analysed corpora

Statutory instruments concerning the civil, commercial, and criminal law (as understood in the civil law countries) are researched into.

The corpus of English statutory instruments encompasses the following: 1) the Louisiana Civil Code (paper version), 2) the Louisiana Code of Civil Procedure (paper version), 3) the Uniform Commercial Code (about 503 pages), 4) the British Insolvency Act (paper version), 5) the Childcare Act 2006 (about 67 pages), and 6) the Law of Property Act 1925 (about 32 pages).

The corpus of Hungarian statutory instruments encompasses the following: 1) the Fundamental Law of Hungary of 2011 (about 68 pages), 2) the Criminal Code of Hungary of 2012 (about 213 pages), and 3) the Civil Code of Hungary of 2013 (about 559 pages).

Finally, as far as Polish statutory instruments are concerned, the following legal acts have been analysed: 1) the Polish Civil Code of 1964 as amended (300 pages), 2) the Polish Code of Civil Procedure of 1964 as amended (361 pages), 3) the Polish Code of Labour (132 pages), 4) the Polish Code of Commercial Companies (183 pages), and 5) the Polish Code of Criminal Procedure (277 pages).

Apart from that, a sample corpora of 60 standard pages of European Union instruments have been analysed. The EU statutory instruments included: 1) the Commission Regulation (EC) № 2073/2005 of 15 November 2005 on microbiological criteria for foodstuffs (text with EEA relevance), 2) the Proposal for a Council Framework Decision on the protection of personal data processed in the framework of police and judicial co-operation in criminal matters SEC (2005), and 3) the Euratom Commission Decision of 7 July 2004 amending its Rules of Procedure (2004/563/EC).

3. Methodology

In order to present the ways of expressing deontic modality in English, Hungarian, and Polish statutory instruments, the method of text comparison was used. The method has formerly been called *parallel text comparison* and defined in the following way. A *parallel text* is “a text that represents the same type as the source text... These types of parallel texts provide information concerning target audience

expectations” (DELISLE et al. 1999: 166). Moreover, the second meaning of the parallel text given by J. Delisle states that it is “a text that treats the same or a closely related topic in the same subject field and that serves as a source for the *mots justes* and terms that should ideally be incorporated into the target text to ensure collocational cohesion. [...] In addition to providing *mots justes* and stylistic information, parallel texts assist the translator in comprehending the subject matter treated by the source text” (DELISLE et al. 1999: 166). Right now, the distinction is made between comparable texts and parallel texts, where the former are considered texts in different languages treating the same or a closely related topic and formulated in the same genre, whereas the latter are texts accompanied with their translations (cf. LEWANDOWSKA-TOMASZCZYK 2005, BIEL 2010, ROALD–WHITTAKER 2010).

The comparable documents in both source and target languages are very useful in contrastive and applied linguistic research. They help to solve problems with terminology, phraseology, etc. Moreover, well matched comparable texts are better than dictionaries as they are more detailed and give us terminology, collocations, and phraseology in a wider context of a sentence or a text. Therefore, their usefulness is stressed, for instance, in translation studies. Of course, they cannot solve the problem of source-language concepts with no equivalents in the target legal reality. However, ways of expressing deontic modality are not such units and as they require functional (connotative) equivalents in the process of translation, the method of comparable text comparison seems the best to establish suitable pairs of equivalents. Therefore, though laborious and time-consuming, the analysis of such texts is worth the trouble.

4. Deontic modality in statutory instruments

Deontic modality refers to the world of norms and judgments and it relates to the actions of people which are imposed on them or permitted to be performed by them at the will of an individual or collective actor (JĘDRZEJKO 1987: 19). Deontic utterances inform recipients about the subjective and objective attitudes. In statutory instruments, the objective attitude is usually presented (apart from the loopholes created on purpose). Authority and power are one more semantic element of deontic utterances in legal texts. In the case of deontic modality, one of the actors imposes duties, and the other is subjected to such duties imposed on him. Such a situation may result from the supremacy of the legislator over the actors on which the duties are imposed.

5. Pure modal meanings of obligation

As far as deontic modality is concerned, the following pure modal meanings have been distinguished in most statutory instruments: 1) obligation, 2) prohibition, and 3) permission. As this paper is devoted to obligation, prohibition and permission will not be discussed.

Statutory obligation is defined as “an obligation – whether to pay money, perform certain acts, or discharge duties – that is created by or arises out of a statute, rather than based on an independent contractual or legal relationship” (GARNER 2004: 1105). Apart from that definition, the analysis of parallel texts revealed the following pure modal sub-meanings within the meaning of obligation: 1) *unconditional duty*, which is understood here as an obligation to perform which is binding no matter the situation, 2) *conditional duty*, which is understood here as an obligation to perform only in specific circumstances, and 3) *limited conditional duty*, that is to say, an obligation to perform only in specific circumstances with a guaranteed minimum or maximum limit of performance where the level of performance above or below the guaranteed limit is at the actor’s discretion (cf. KACZMAREK–MATULEWSKA–WIATROWSKI 2012).

In statutory instruments, we may also find examples of external duty, which is a duty imposed on the actor to perform not by the will of the legislator but some external circumstances, e.g. a previously signed contract. However, in this paper, we will discuss this type of obligation when dealing with the three sub-meanings specified above.

The research into obligatory utterances has revealed that there are two main ways of expressing unconditional, conditional, and limited conditional duty in statutory instruments. In the analysed corpus, there are two types of utterances: 1) one of them expresses the obligation to perform and the actor on whom the duty is imposed is revealed in the surface structure of the legal provision, and 2) the other expresses the obligation to perform and the actor on whom the duty is imposed is not revealed in the surface structure of the legal provision, but the actor is implicated by the context.

There are three types of contexts: 1) *mini-context*, in which the meaning of the word is conditioned by the neighbouring words, the sentence and the neighbouring sentences, which are connected with each other by a functional sentence perspective; 2) *media context*, in which the meaning of the word is conditioned by its place in a specific part of the statutory instrument, e.g. a book in a code or chapter, etc.; and 3) *macro-context*, in which the meaning of the word is conditioned by the whole statutory instrument (ZIELIŃSKI 2002: 145).

In unconditionally and conditionally binding norms as well as in semi-imperative (limited conditionally binding) norms, the obligation may be expressed in various ways.

The most typical words and expressions are:

- 1) deontic verbal expressions (in English, Hungarian, and Polish);
- 2) modal verbs (in English, Hungarian, and Polish);
- 3) finite and non-finite modals connoting the infinitive (in Polish);
- 4) a descriptive utterance without any exponent of deontic modality (in Hungarian and Polish).

Additionally, in the majority of compared cases the semantic equivalence has occurred among the units bearing the modal meaning of obligation in all three languages.

6. Unconditional duty

As it was already mentioned, unconditional duty is an obligation to perform which is binding no matter the situation. Let us investigate in more detail utterances with the agent obliged to perform an action revealed and not revealed respectively in the sentence surface structure.

6.1. Unconditional duty with the person obliged to perform it revealed in the surface structure

6.1.1. English

Both in British and American statutes, we may encounter similar methods of expressing obligation. The most common modals and deontic expressions used in statutory instruments are the following: *shall*, *must*, *may only*, *is to be*. It should be stressed that the modal verb *shall* is still one of the most frequently used modals. However, it may be noticed that the modal *must* is becoming more and more popular, and in some recent legal instruments, it occurs as frequently as *shall*, especially in American statutes (cf. GOŹDŹ-ROSKOWSKI 2012). In British statutes, *shall* still dominates but the frequency of occurrence of *must* has increased noticeably. The fact that *must* is competing with *shall* is probably conditioned by the ABC rule. The ABC rule has been advocated by some American, British, and Canadian drafters who have pointed out that *shall* is used in many meanings, which makes the construction of legal documents, including statutes very difficult and disputable. What is more, one may not ignore the US Code Construction Act, Chapter 311, Government Code, which states the following:

Section 311.016. *May*, *shall*, *must*, etc. The following constructions apply unless the context in which the word or phrase appears necessarily requires a different construction or unless a different construction is expressly provided by statute:

- 1) *May* creates discretionary authority or grants permission or a power.
- 2) *Shall* imposes a duty.
- 3) *Must* creates or recognizes a condition precedent.
- 4) *Is entitled to* creates or recognizes a right.
- 5) *May not* imposes a prohibition and is synonymous with *shall not*.
- 6) *Is not entitled to* negates a right.
- 7) *Is not required to* negates a duty or condition precedent.

Furthermore, *A Dictionary of Modern Legal Usage* distinguishes at least 8 meanings (or shadings) in which *shall* is used (GARNER 2001: 940).

Similarly, as in the case of Polish and Hungarian statutes (cf. 6.1.2. and 6.1.3. below), there are provisions with the agent obliged to perform the duty revealed. In English statutory instruments, the modal verb *shall* is used most frequently. It expresses obligation. *Shall* (together with connoted elements) forms a predicative active expression indicating the imposed duty. In the case of active mood, the agent is usually the subject of the sentence:

- (1) The court *shall offer* the parties a reasonable opportunity to present evidence of the standard practice.
- (2) A bank that sends or makes available to a customer a statement of account showing payment of items for the account *shall* either *return or make* available to the customer the items paid or provide information in the statement of account sufficient to allow the customer reasonably to identify the items paid.
- (3) A collecting bank *shall send* items by a reasonably prompt method, taking into consideration relevant instructions, the nature of the item, the number of those items on hand, the cost of collection involved, and the method generally used by it or others to present those items.
- (4) An issuer, nominated person, or adviser who is found liable under subsection (a), (b), or (c) *shall pay* interest on the amount owed thereunder from the date of wrongful dishonor or other appropriate date.
- (5) The recorder of mortgage *shall* immediately *make* a notation on each document filed with him of the fact of its filing in the mortgage records, of the day, hour, and minute it is filed, and of its recordation number.

Sometimes, the agent is expressed by 1) the personal noun (*the sender, an issuer, a nominated person, or an adviser*), 2) the impersonal noun, e.g. the name of the institution (*the bank, the collecting bank, the court*), or 3) the elaborate syntagm (usually, a pre-modified or a post-modified structure or a structure with participle giving some details concerning the agent obliged to perform the action, e.g. *the recorder of mortgage, the person retaining the items*).

In English statutory instruments, the modal verb *shall* is also used as a means of expressing obligation in passive structures. *Shall* (together with connoted elements) forms a predicative passive expression indicating the imposed duty. In the case of passive structures (*shall be done by sb*) or structures with adjectives (*shall be exercisable, shall be admissible, etc.*), the agent on whom the duty is imposed is not the subject of the sentence but is given after the predicate:

- (6) The power to make orders under this section for Northern Ireland *shall be exercisable* by the Department of Economic Development for Northern Ireland with the concurrence of the Lord Chancellor...
- (7) A proposal under this Part is one which provides for some person ("the nominee") to act in relation to the voluntary arrangement either as trustee or otherwise for the purpose of supervising its implementation; and the nominee *must* be a person who is qualified to act as an insolvency practitioner (or authorised to act as nominee, in relation to the voluntary arrangement).
- (8) The statement *shall be verified* by affidavit by the persons required to submit it and shall show –
 - (a) particulars of the company's assets, debts and liabilities;
 - (b) the names and addresses of its creditors;
 - (c) the securities held by them respectively;
 - (d) the dates when the securities were respectively given; and
 - (e) such further or other information as may be prescribed.

The modal verbs *shall* and *must* are followed by the bare infinitive. The modal expressions *be obliged* and *be required* are followed by the infinitive:

- (9) The sender *is obliged to compensate* the receiving bank for any loss and expenses incurred by the receiving bank as a result of its reliance on the number in executing or attempting to execute the order.

What is typical of the analyzed statutory texts is the fact that the obligation is expressed by sentences which contain the obligatory expression in the sentence surface structure. What is characteristic of both sentences with the modals *shall* and *must* is their high frequency of occurrence. When isolated from the legal context, sentences with the modal verb *must* still function as sentences of an obligative character (deontic modality). On the other hand, the sentences with the modal verb *shall* may be perceived by the information recipient as expressing an act to be performed in the future (cf. GARNER 2001). That may stem from the fact that the modal *shall* is in fact perceived as an archaic verb, which used to be used to form sentences in future tenses. Right now, its usage has been limited to one type of polite questions which are still formulated in a colloquial language. However, the fact that the speaker is the legislator, the text is a statutory instrument having a normative function, etc. makes such utterances interpreted as imposing the duty on a specific person. The following explication scheme may be attributed to them: ‘x must/shall perform z’ for active mood and ‘z must/shall be performed by x’ for structures in passive mood. Analogously, utterances with the verb *to oblige* also express an obligation. However, the obligatory nature of such sentences is revealed in the surface structure of the sentence containing the verb in question which in imperative clauses is used in passive voice. Thus, the following explication scheme may be attributed to them: ‘x is obliged to perform z’. Such utterances are in fact semantically equivalent to active mood utterances containing modals followed by verbs in bare infinitive with the following scheme: ‘x must/shall perform z’.

6.1.2. Hungarian

In Hungarian, one of the most frequently used words which impose the duty on the agent revealed in the surface structure is the auxiliary verb *kell* ‘is needed’, or the adjective *köteles* ‘obliged’. In Hungarian as well as in Polish, obligation is expressed by a descriptive utterance without any exponent of deontic modality, that is to say, the non-modal finite or non-finite verb in present or future tense in indicative mood. The pragmatic situation – the fact that the author of the text is the legislator, the law-maker and giver – conditions the fact that such utterances are of a normative character.

In example (10), the auxiliary verb is connected to the noun by adding a proper ending to the verb expressing the action to be performed by the obliged party:

- (10) A gondnok vagyonkezelésének a gondnokolt érdekeit kell szolgálnia (Ptk. 2:35. §1).

Civil Code, Section 2:35. §(1) The conservator shall manage the assets of the person in his custody so as to best serve the interests of that person [translation: Civil Code by Wolters Kluwer 2013].

The verb *kell* ‘is needed’ may connote the infinitive, but then the obliged party is not revealed in the surface structure of the sentence. In the example above, the person obliged, that is to say, *gondnok* ‘conservator’, is clearly indicated by the ending *-a* of the verb *szolgálni* ‘serve’.

This form is also used in the EU statutory instruments, e.g. in the Commission Regulation (EC) No. 2073/2005 of 15 November 2005 on microbiological criteria for foodstuffs (text with EEA relevance):

- (11) A módszereket nemzetközileg elfogadott eljárások szerint validálni kell, és azok használatát az illetékes hatóságnak engedélyeznie *kell*.

The methods shall be validated according to internationally accepted protocols and their use authorised by the competent authority.

In Hungarian provisions, we may also encounter the deontic adjective *köteles* ‘obliged’ indicating explicitly the person upon whom the obligation to perform is imposed despite the fact of connoting the infinitive:

- (12) Alkotmány, IV. cikk (3)

A bíróság *köteles* az elé állított személyt *meghallgatni* és írásbeli indokolással ellátott határozatban szabadlábra helyezéséről vagy letartóztatásáról haladéktalanul *dönteni*.

The Fundamental Law of Hungary, Article IV (3)

The court shall be required to give the detained individual a hearing and shall immediately make a decision with a written justification to either release the individual or place him or her under arrest [translation: <http://www.mfa.gov.hu>].

Sometimes, the occurrence of that adjective may signify that more than one person is obliged to perform the duty. Below there is a sentence with the adjective *köteles* ‘obliged’ referring to a noun in plural:

- (13) Alkotmány, XVI. cikk (3)

A szülők *kötelesek* kiskorú gyermekükről gondoskodni.

The Fundamental Law of Hungary, Article XVI (3)

Parents shall care for their children for as long as they are minors [translation: <http://www.mfa.gov.hu>].

In Hungarian statutes, the noun *kötelesség* ‘duty’ is also used. It derives from the adjective *köteles* ‘obliged’. A very similar regularity may be observed in the case of that noun and the auxiliary verb *kell* ‘is needed’ as the personal ending is added to the verb expressing the obligatory action. In fact, in legal texts, nearly always the noun *kötelesség* ‘duty’ is supplied with the personal ending precisely pointing out at the person obliged to perform the action:

(14) Alkotmány, P cikk (1)

A természeti erőforrások... amelynek védelme, fenntartása és a jövő nemzedékek számára való megőrzése az állam és mindenki *kötelessége*.

The Fundamental Law of Hungary, Article P (1)

Natural resources... shall be the nation's common heritage; the State and every individual shall be duty-bound to preserve them for future generations [translation: <http://www.mfa.gov.hu>].

Moreover, the verb *kötelez* 'to oblige' is also used in Hungarian and EU statutes. Here is an example of the EU provision (from the Proposal for a council framework decision on the protection of personal data processed in the framework of police and judicial co-operation in criminal matters SEC [2005] 1241) illustrating its usage:

(15) Minden olyan személyt, akit felkértek, hogy valamely tagállam hatáskörrel rendelkező hatóságával vagy azon belül dolgozzon, szigorú titoktartási szabályok *köteleznek*.

All persons called upon to work with or within a competent authority of a Member State shall be bound by strict confidentiality rules.

In Hungarian, similarly to Polish (cf. 6.1.3. below), the finite verbs in 3rd person indicative (present and future tense) are used to express the obligation, e.g. the verb *kötelez* 'to oblige'. *Kötelez* is a very specific verb which conveys the meaning of obligation itself. However, it is not the only verb with such a meaning as there are also other verbs in 3rd person singular or plural which may be used to express the duty imposed on someone:

(16) Alkotmány, 47. cikk (1)

A Kormány *dönt* [3rd person singular] a Magyar Honvédség és a külföldi fegyveres erők határátlépéssel járó csapatmozgásairól.

The Fundamental Law of Hungary, Article 47 (1)

The Government shall decide on such troop movements of the Hungarian Defence Forces and of foreign armed forces as involve the crossing of borders. [translation: <http://www.mfa.gov.hu>]

(17) Alkotmány, 25. cikk (1)

A bíróságok igazságszolgáltatási tevékenységet *látanak el* [3rd person plural].

Courts shall administer justice (The Fundamental Law of Hungary, Article 25.1).

Due to the specificity of the Hungarian language, the person obliged is always revealed in such structures.

6.1.3. Polish

In the analyzed material, the deontic meaning may in Polish be expressed by such expressions as: *jest obowiązany* / *obowiązany jest* [lit. 'is obliged'], also in other inflected forms):

- (18) Dłużnik *obowiązany* jest do staranności ogólnie wymaganej w stosunkach danego rodzaju (należyta staranność).

A debtor shall exercise diligence that is generally expected in relations of a given kind (due care) [translated by Tomasz Żebrowski].

In the above-mentioned example, the inflected form of the nominal predicate connotes the argument (Pol. *aktant*) who is obliged to perform, indicated by a complex prepositional nominal structure: *do staranności ogólnie wymaganej w stosunkach danego rodzaju (należyta staranność)* [lit. 'diligence that is generally expected in relations of a given kind; due diligence']. The argument is the subject in the form of a personal noun (*dłużnik* 'debtor').

The deontic meaning may be expressed in Polish also by an expression such as *jest zobowiązany* 'is obliged':

- (19) Każdy wspólnik *jest* uprawniony i *zobowiązany* do prowadzenia spraw spółki.

Each partner shall be entitled and bound to manage the partnership's affairs [translated by Iwona Grenda].

The example features the accumulation of units communicating different modal meanings. Apart from the structure *jest uprawniony* [lit. 'is entitled'] 'shall be entitled'), which expresses permission (entitlement), there is also the expression *jest zobowiązany* 'is obliged', which obliges the actor to undertake the action. Similarly to example (17), the action is expressed by a nominal object with additional modifiers: *do prowadzenia spraw spółki* 'to manage the partnership's affairs'. The actor (a personal noun *wspólnik* 'partner') is premodified by a quantifier *każdy* 'each'.

In Polish statutory instruments, the modal verb *musieć* 'must' is also used. It expresses obligation. *Musieć* (together with connoted elements) forms a predicative passive expression indicating the imposed duty:

- (20) W stosunku do urzędników międzynarodowych, korzystających z immunitetu jurysdykcyjnego, *zrzeczenie się* tego immunitetu przewidziane w §1 *musi* być dokonane przez odpowiednią organizację międzynarodową.

In reference to international officials who enjoy the jurisdictional immunity, waiver of the immunity under §1 must be performed by a proper international organization [translated by Aleksandra Matulewska].

The inflected form of the modal verb is determined by the subject of the sentence which expresses the action to be performed (*zrzeczenie się* 'waiver'). Next, the agent obliged to perform the action is indicated by the expression *być dokonane* 'be performed' and is specified by a nominal phrase (Pol. *grupa imienna*) which in turn appears after the modal verb: *przez odpowiednią organizację międzynarodową* 'by a proper international organization'.

In many legal provisions, the obligation is expressed by the modal *powinien* [lit. should'] (in various inflected forms). E. Jędrzejko considers *powinien* as a verb expressing deontic duty and stresses its less obligatory character in comparison with the modal *musieć* 'must' (JĘDRZEJKO 1987: 40, cf. RYTEL 1982: 100). When

defining that word, “the existence of the sanction is not indicated in the case the action is not performed, instead, there is a sort of ‘reward’ when the duty is performed” (JĘDRZEJKO 1987: 42). In the analyzed material, the semantic structure of the lexeme *powinien* ‘should’ is often modified. It is not usually used by the legislator to express recommended course of action but it usually imposes a duty on the agent. Polish theoreticians of law have turned the attention to that fact. For instance, M. Zieliński emphasizes that “in each case when the word *powinien* is used in a statutory provision as a main functor, it is used in a normative function, that is to say, it is an operator expressing obligation” (ZIELIŃSKI 2002: 161). The obligatory meaning of the modal *powinien* ‘should’ is often determined by the context (cf. RYTEL 1982: 102), which stipulates some kind of a sanction in the case the action (usually, expressed by the infinitive) is not performed.

The parties on whom the duty is imposed are revealed by relevant formal means (usually, personal nouns specifying institutions) in syntactic structures with the modal *powinien*:

- (21) Użytkownik *powinien* wykonywać swoje prawo zgodnie z wymaganiami prawidłowej gospodarki.

A usufructuary must/shall exercise his right in accordance with the requirements of good management [translated by Aleksandra Matulewska].

What is typical of the analyzed statutory texts is the fact that the obligation is expressed by sentences which do not contain the obligatory expression in the sentence surface structure. What is characteristic of such sentences is the high frequency of occurrence. When isolated from the legal context, they may function as sentences of a declarative character (epistemic modality rather than deontic one), in which the speaker regards the situation he communicates rather as a fact and his intention is to inform, to report on such facts. The lexical and grammatical compositions of syntagms (most of all, verbs in indicative) emphasize such a suggestion. However, the information conveyed by the wider context (e.g. the speaker who is the legislator, the type and the role of statutory instruments, etc.) – the so-called pragmatic information – determine the fact that such syntactic units are interpreted as imposing the duty on a specific person. Thus, the following explication scheme may be attributed to them: ‘x requires y to perform z’. Such utterances are, in fact, semantically equivalent to utterances containing modals:

- (22) Jeżeli dziecko nie przebywa stale u żadnego z rodziców, jego miejsce zamieszkania *określa* sąd opiekuńczy ≈ Jeżeli dziecko nie przebywa stale u żadnego z rodziców, jego miejsce zamieszkania *jest zobowiązany/jest obowiązany/musi/ma obowiązek/powinien* określić sąd opiekuńczy.

If a child does not stay permanently with any of his parents, the child’s place of residence shall be established by the guardianship court ≈ If a child does not stay permanently with any of his parents, the guardianship court is obliged to establish/must/shall establish/has a duty to establish/should establish the child’s place of residence [translated by Aleksandra Matulewska].

- (23) Doręczenia *dokonywa się* w mieszkaniu, w miejscu pracy lub tam, gdzie się adresata zastanie \approx Doręczenia *należy* dokonywać w mieszkaniu, w miejscu pracy lub tam, gdzie się adresata zastanie.

The service of documents is performed in a flat, a place of work, or the place where the addressee is met \approx The service of documents shall be performed in a flat, a place of work, or the place where the addressee is met.

The legislator determines the imposed duty by using two types of verbs in provisions lacking the modal verb or modal expression. The first group is composed of verbs in present tense (including reflexive verbs and impersonal forms of present tense) and the second group is formed by verbs in future tense:

- (24) W razie uwzględnienia powództwa sąd w sentencji wyroku *przycacza* treść postanowień wzorca umowy uznanych za niedozwolone i *zakazuje* ich wykorzystywania.

In the event that the action is confessed, the court shall in the judgment conclusions cite the content of provisions of the standard contract form recognized as unlawful and prohibit their usage.

- (25) Sąd *odmówi* zwolnienia od kosztów sądowych stronie w razie oczywistej bezzasadności jej powództwa lub obrony.

The court shall refuse to release the party from the payment of court costs in the event that such person's action or defense was obviously groundless.

However, at this stage of research, it is impossible to decide explicitly the factors which affect the temporal organization of utterances. The preliminary analysis indicates that the selection of the tense form (present or future tense) of verbs sometimes depends on the repetitiveness of the imposed duty to perform some action (repetitive actions are expressed by present tense indicative mood, whereas one-off actions by future tense in indicative mood). The situation is complicated by the fact that there are contexts in which this interrelation gets neutralized and disappears.

What results from the above-mentioned examples is that sentences with non-deontic verbs reproduce the formal structure of the sentences with modal deontic verbs. Personal verbs expressing the imposed action (*przycacza* 'shall cite', *zakazuje* 'shall prohibit', *odmówi* 'shall refuse') are always in 3rd person and they implicate impersonal argument (*sąd* 'court') on whom the duty is imposed. In the analyzed examples, the argument is expressed via a single noun but it also happens that it may be a noun phrase being a single or compound subject.

6.2. Unconditional duty with the person obliged to perform it not revealed in the surface structure

6.2.1. English

In English, the most typical modal verbs used in sentences expressing the unconditional duty and not revealing the obliged party in the surface structure are *shall*

and *must*. They may be followed by the bare infinitive or bare infinitive in passive mood:

- (26) The meeting *shall* be conducted in accordance with rules (UK).
- (27) For the purposes of this section, a facsimile of a signature *shall* be treated as a signature.
- (28) There *shall* be a new form of legal entity to be known as a limited liability partnership (UK).
- (29) The incorporation document *must* (a) be in a form approved by the registrar (or as near to such a form as circumstances allow)... (d) state the address of that registered office...
- (30) The first childcare assessment *must* be prepared before the end of the period of one year beginning with the commencement of this section.

In the examples given above, the obligation is expressed by the modals *must* and *shall*. In the utterances containing those modals, the imposed duty is always structuralized in the formal structure as the infinitive in passive (e.g. 'be prepared') or the bare infinitive of the verb *be*. However, we have also encountered other verbs in the bare infinitive (e.g. the verb *state*).

The next important method of expressing the obligation in statutory texts is the usage of deontic expressions such as *is to be*, *is binding*, *is bound*:

- (31) A choice of law made pursuant to clause (i) *is binding* on participating banks.
- (32) Any "or return" term of a contract for sale *is to be* treated as a separate contract for sale within the statute of frauds section of this Article (Section 2-201) and as contradicting the sale aspect of the contract within the provisions of this Article on parol or extrinsic evidence (Section 2-202).

It should be stressed, however, that structures with the verb *to bind* usually refer to the obligation assumed by an agent or imposed on an agent by some act done previously rather than a statutory instrument in which the sentence appears. In other words, such a sentence may be perceived as the statement of the fact (epistemic modality), informing that the obligation exists rather than imposing an obligation (or the duty imposed by external factors).

The deontic expressions *is obliged to*, *is required to* have not been found in unconditional sentences without the agent in the corpus under scrutiny.

6.2.2. Hungarian

In Hungarian, in turn, the most typical verbal phrase used in sentences not revealing the obliged party in the surface structure is the verb *kell* 'is needed, shall, must' followed by infinitive:

- (33) Alkotmány, IV. cikk (3)
A bűncselekmény elkövetésével gyanúsított és őrizetbe vett személyt a lehető legrövidebb időn belül szabadon *kell* bocsátani, vagy bíróság elé *kell* állítani.

The Fundamental Law of Hungary, Article IV (3)

Any individual suspected of having committed a criminal offence and held in detention shall either be released or shall be brought before a court within the shortest possible period of time [translation: <http://www.mfa.gov.hu>].

A similar structure has already been discussed in utterances expressing unconditional duty with the obliged party revealed in the surface structure. The only difference is that when the party is revealed, the verb expressing the action to be performed is supplied with the personal ending, whereas when the party on whom the duty is imposed is not revealed, the verb is in the form of the infinitive. This structure is also used in the EU legislation:

- (34) A dokumentumok kezelésekor *be kell tartani* a Bizottság számára előírt biztonsági szabályokat (2004/563/EC, Euratom: Commission Decision of 7 July 2004 amending its Rules of Procedure).

Documents must be managed in compliance with the security rules which are incumbent on the Commission.

Similarly to the above-mentioned examples, the party is not revealed in the surface structure of the provision in this case either.

The next method of expressing the obligation in Hungarian statutory texts is the verb with the suffix *-andó* or, alternatively, *-endő*.

- (35) Btk. 2013, 358. § (1). Aki alárendeltjét emberi méltóságában, más előtt vagy felülről durván megsérti, vétséget követ el, és egy évig terjedő szabadságvesztéssel büntetendő.

Criminal Code, article 358 (1). The person who insults his subordinate in his human dignity in front of somebody else or in a conspicuously gross manner, commits a misdemeanour and shall be punished with imprisonment of up to one year [translated by Karolina Kaczmarek, on the basis of Act IV of 1978 on the Criminal Code at www.legislationline.org].

That suffix is added to the verb specifying the imposed action (*büntet* ‘punish’), and it indicates the person with reference to whom the action is to be undertaken (it is expressed by the pronoun *aki* ‘who’, meaning ‘everybody who’), but the person on whom the duty is imposed is not revealed in the surface structure of the utterance. The context suggests, however, that the institution obliged to perform the duty of imposing the penalty is the court.

6.2.3. Polish

There are provisions which impose a duty of performing a specified action on a party which is not formalized, not revealed in the surface structure of such a provision but who is identified via the context. In such obligatory sentences, the exponents of the imposed duty are impersonal non-deontic verbs in present or future tense, and impersonal modals or modal expressions (the grammatical structure of

which makes it impossible to reveal the person on whom the duty is imposed in the surface structure). This situation may be illustrated by the following example:

- (36) Powództwo ze stosunku członkostwa spółdzielni, spółki lub stowarzyszenia wytacza się wyłącznie według miejsca ich siedziby.

The action in reference to the membership in a cooperative, partnership, or association shall be instigated solely in accordance with the place of their principal place of business [translated by Aleksandra Matulewska].

The impersonal form of the present tense (*wytacza się* ‘shall be instigated’), which connotes the subject of the sentence (*powództwo* ‘action’) implicates the deontic duty. The form of the verb *wytacza się* makes the structuralization of the agent on whom the duty is imposed impossible. However, he may be easily found in the provisions preceding the analyzed sentence.

A similar situation may be encountered in the next example:

- (37) Interwenantowi ubocznemu należy od chwili jego wstąpienia do sprawy doręczać, tak jak stronie, zawiadomienia o terminach i posiedzeniach sądowych, jako też orzeczenia sądu.

From the moment of joining the case by a secondary intervener, in the same manner as parties to the case he shall be served with notices about dates and court sittings as well as court decisions [translated by Aleksandra Matulewska].

In the example (37), the obligation is expressed by the modal *należy* [lit. ‘should’] ‘shall’). In the utterances containing that modal, the imposed duty is always structuralized in the formal structure as the infinitive (*doręczać* ‘serve’).

7. Conditional duty

As already mentioned, conditional duty is an obligation to perform an action only in specific circumstances. What is typical of utterances expressing conditional duty is the fact that they are frequently compound conditional sentences.

7.1. Conditional duty with the person obliged to perform it revealed in the surface structure

7.1.1. English

The modal verbs *shall* and *must* occur most often in American and British statutory instruments also to express conditional duty. It refers to both sentences with the person obliged to render a performance revealed and not revealed in the sentence structure. In the examples presented below, the obligation is expressed by (1) the modal verb *shall* followed by verbs in the active form, or (2) the modal verb *must* followed also by a verb in the form of a bare infinitive. The verb forms (3rd person singular) connote personal and impersonal agents (nouns) who are obliged to perform the action and who are indicated by the nouns which occur as the subject of the sentences (*filling office, bank*). The conditions which are necessary for the

occurrence of the obligation to perform a specified action are expressed differently in those two quoted examples. In example (38), the condition is expressed by the first conditional structure starting with the conjunction *if* followed by the verb in present simple tense. In example (39), the circumstances required for the duty to be binding are expressed in the first part of the compound coordinate sentence (*may request*, which could be replaced by the typical conditional structure used in example (38): *if somebody requests something*) joined with the sentence containing a deontic verb with the conjunction *and*. The required action, in turn, is expressed by the verb structure with the modal *must*.

- (38) If a person that files a written record requests an acknowledgment of the filing, the filing office *shall* send to the person an image of the record showing the number assigned to the record pursuant to Section 9-519(a) (1) and the date and time of the filing of the record.
- (39) A customer may request an item from the bank that paid the item, and that bank *must* provide in a reasonable time either the item or, if the item has been destroyed or is not otherwise obtainable, a legible copy of the item.

It should be stressed that the research is at a preliminary stage and there are much more methods of expressing obligation. However, due to the limited scope of the paper, it is impossible to list them all. The examples provided here serve only illustrative purposes and show the need to carry out more detailed and comprehensive research into the methods of expressing deontic modality in statutory instruments. This comment refers to all types of imperative clauses discussed in this paper.

Finally, one may also encounter the following deontic expressions: *is to be*, *is obliged to*, *is required to*, *is binding*, *is bound*, usually in conditional provisions.

The expression *is to be* is used very rarely and expresses the duty imposed on the agent by the external factors, e.g. *order*:

- (40) “*Beneficiary’s bank*” means the bank identified in a payment order in which an account of the beneficiary *is to be* credited pursuant to the order or which otherwise is to make payment to the beneficiary if the order does not provide for payment to an account.

The expression *is obliged* is quite rare and (similarly to *is to be*) is usually used when the limiting circumstances do not result from the statute itself (are not specified in the statute) but result from some external factors, e.g. contractual obligations:

- (41) If the originator is a bank, the originator *is obliged* to pay its order.
- (42) If an item is dishonored, a customer or collecting bank transferring the item and receiving settlement or other consideration *is obliged* to pay the amount due on the item (i) according to the terms of the item at the time it was transferred, or (ii) if the transfer was of an incomplete item, according to its terms when completed as stated in Sections 3-115 and 3-407.

The structure *is required to* is considered the equivalent of *shall* and *must*. However, it occurs less frequently than those two modal verbs.

- (43) If the payment order does not instruct payment to an account of the beneficiary, the bank *is required to* notify the beneficiary only if notice is required by the order.

The sentences with *is bound by*, *is binding* and *bind/binds* express the obligation to behave in accordance with the provisions of the statutes or externally imposed factors so they are specific obligations expressed lexically.

- (44) The beneficiary of a funds transfer *is bound* by the choice of law if, when the funds transfer is initiated, the beneficiary has notice that the funds-transfer system might be used in the funds transfer and of the choice of law by the system.

The limiting circumstances are usually introduced by conditional sentences with *if*, *unless*, or with the words *with the exception*.

7.1.2. Hungarian

In Hungarian, one may also find the phenomena (which is also characteristic of Polish legal texts of that genre, cf. 7.1.3.), that is to say, the similarity of words and phrases which communicate the conditional and unconditional duty. The example analyzed below communicates the conditional duty with the person on whom the duty is imposed revealed in the surface structure of the utterance. The obligation is expressed by using the auxiliary verb *kell* 'is needed, shall' linked with the noun by adding to the verb expressing the obligatory action a relevant ending directly pointing out at the person obliged to perform the action:

- (45) Ptk. 4:171. §(4) A bíróságnak az eljárása során (elháríthatatlan akadály *esetét* kivéve) mindkét szülőt meg *kell* hallgatnia. Indokolt *esetben*, vagy *ha* azt a gyermek maga kéri, közvetlenül vagy szakértő útján meg *kell* hallgatnia a gyermeket is.

Civil Code, Section 4.174. During the action the court shall hear both parents, except if any insurmountable obstacles exist. In justified cases, or if requested by the child him/herself, the court shall hear the child as well either personally or through an expert [translation: Wolters Kluwer 2013].

In example (45), the institution on which the duty is imposed is the court which is directly indicated by the personal ending *-a* added to the verb *hallgatni* 'to hear'. The conditional character of the norm expressed in that two sentences is revealed by the expressions *esetét kivéve* 'with the exception of the situation when', *indokolt esetben* 'in a justified case/situation', and *ha* 'if'.

7.1.3. Polish

In general, in Polish provisions expressing conditional duty, the same words and expressions are used as in the case of provisions expressing unconditional duty. Additionally, similarly as above, we can differentiate here the provisions with the person obliged revealed and not revealed in the surface structure. The main difference (which is a direct consequence of the type of provision) is that in conditional

provisions, there are some additional structures (e.g. syntactic structures) which specify the conditions under which the duty must be performed or does not have to be performed. Among such structures in Polish, the most frequent ones are the adverbial clauses of condition (Pol. *zdanie podrzędne okolicznikowe warunku*). Here are some examples:

- (46) Koszty pokwitowania *ponosi* dłużnik, chyba że umówiono się inaczej.
The costs of receipt shall be borne by the debtor unless it was decided otherwise [translated by Aleksandra Matulewska].
- (47) Sąd *uwzględni* wniosek, jeżeli udział adwokata lub radcy prawnego w sprawie uzna za potrzebny.
The court shall grant the motion if the court decides that the participation of an advocate or legal counsel is necessary [translated by Aleksandra Matulewska].
- (48) Jeżeli dłużnik jest zobowiązany do świadczenia rzeczy oznaczonych tylko co do gatunku, a jakość rzeczy nie jest oznaczona przez właściwe przepisy lub przez czynność prawną ani nie wynika z okoliczności, dłużnik *powinien* świadczyć rzeczy średniej jakości.
Where a debtor is obligated to render a performance by tendering fungible things, with the quality of things not being defined by applicable laws and regulations or by the act-in-law nor it being discernible from the circumstances, the debtor shall tender things of medium quality [translated by Tomasz Żebrowski].

In the examples above, the obligation is expressed by 1) the finite non-deontic verb in present tense (*ponosi* ‘bears’), 2) the finite non-deontic verb in future tense (*uwzględni* ‘shall grant’), and 3) the finite modal verb (*powinien* ‘should’). The inflected forms of the listed lexemes (3rd person singular) connote personal and impersonal agents (nouns) who are obliged to perform the action and who are indicated by the nouns which occur as the subjects of the sentences (*dłużnik* ‘debtor’, *sąd* ‘court’, *dłużnik* ‘debtor’). The conditions which are necessary for the occurrence of the obligation to perform a specified action are expressed differently in those three quoted examples. In the first example, the condition is in the form of a separate sentence starting with the phrase *chyba że (umówiono się inaczej)* ‘unless (it was decided otherwise)’. In the second example, the circumstances required for the duty to be binding are expressed in the adverbial clause of condition introduced by the conjunction *jeżeli* ‘if’: *jeżeli udział adwokata lub radcy prawnego w sprawie uzna za potrzebny* ‘if the participation of an advocate or legal counsel is necessary’. And in the last example, there is an elaborate syntactic structure, which is constituted by conditional adverbial structure (*jeżeli dłużnik jest zobowiązany do świadczenia rzeczy oznaczonych tylko co do gatunku* ‘where a debtor is obligated to render a performance by tendering fungible things’) linked with the subsequent compound coordinate clauses (*a jakość rzeczy nie jest oznaczona przez właściwe przepisy lub przez czynność prawną ani nie wynika z okoliczności* ‘with the quality of things not being defined by applicable laws and regulations or by the act-in-law nor it being discernible from the circumstances’).

7.2. Conditional duty with the person obliged to perform it not revealed in the surface structure

7.2.1. English

Also in utterances expressing conditional duty with the person obliged to perform it not revealed in the surface structure, one may encounter deontic verbs *must* and *shall* followed with either the bare infinitive in passive or active:

- (49) The Uniform Commercial Code being a general act intended as a unified coverage of its subject matter, no part of it *shall be deemed* to be impliedly repealed by subsequent legislation if such construction can reasonably be avoided.
- (50) The protest *must* identify the instrument and certify either that presentment has been made or, if not made, the reason why it was not made, and that the instrument has been dishonored by nonacceptance or nonpayment.

In general, such sentences inform about the requirements which must be complied with. Furthermore, the deontic expressions *is to be*, *is required to* may be found too:

- (51) If a security interest in a security is perfected at the date this [Act] takes effect, and the action by which the security interest was perfected would suffice to perfect a security interest under this [Act], no further action *is required to* continue perfection.

However, the deontic expression *is required to* is usually used in the part stipulating the condition or circumstances necessary for the obligation to be binding or not binding:

- (52) A filed financing statement satisfying Section 9-502(a) and (b) is effective, even *if* the filing office *is required to* refuse to accept it for filing under subsection (a).

In the case of the structures with *is to be*, there are two grammatical variations, that is to say, 1) the passive structure and 2) prepositional structure:

- (53) (b) The terms of a draft are not varied by an acceptance to pay at a particular bank or place in the United States, unless the acceptance states that the draft *is to be paid* only at that bank or place.
- (54) (9) “*Financial asset*”, except as otherwise provided in Section 8-103, means:
 - (iii) any property that is held by a securities intermediary for another person in a securities account if the securities intermediary has expressly agreed with the other person that the property *is to be treated* as a financial asset under this Article.
- (55) (c) An act or event that creates a right to immediate performance of the principal obligation represented by a security certificate or sets a date on or after which the certificate *is to be presented* or surrendered for redemption or exchange does not itself constitute notice of an adverse claim except in case of a transfer more than:
 - (1) one year after a date set for presentment or surrender for redemption or exchange; or

- (2) six months after a date set for payment of money against presentation or surrender of the certificate, if money was available for payment on that date.
- (56) In disputes arising between any parties regarding the in vitro fertilized ovum, the judicial standard for resolving such disputes *is to be in* the best interest of the in vitro fertilized ovum.

The deontic expressions *is obliged to*, *is bound* and *is binding on* do not occur in that sort of sentences due to their requirement to specify the agent on whom the duty is imposed.

7.2.2. Hungarian

In Hungarian provisions expressing conditional duty, similarly to unconditional duty, it is also possible not to reveal the person or institution on whom or which the duty is imposed in the surface structure. Also in this case, the most typical verbal phrase used in sentences not revealing the obliged party in the surface structure is the verb *kell* 'is needed, shall' + infinitive:

- (57) Alkotmány 2012, 11. cikk (4)
 Ha az első szavazás eredménytelen volt, második szavazást *kell* tartani.
 The Fundamental Law of Hungary, Article 11 (4)
 Should the first round of voting fail to result, a second round shall be held [translation: <http://www.mfa.gov.hu>].

In example (57), the context allows to determine that the agent upon whom the obligation (to carry out the second round of voting) is imposed is the Parliament.

7.2.3. Polish

Polish provisions in which the legislator fails to reveal the institution obliged to perform the action do not differ much from such which reveal the institution:

- (58) Jeżeli do puszczania w obieg dokumentu na okaziciela jest wymagane zezwolenie właściwego organu państwowego, dokument wystawiony bez takiego zezwolenia *jest nieważny*.
 If a permission of a proper state organ is required to introduce a bearer's document into transactions, a document without such a permission is null and void.
- (59) Plan podziału *powinien* być sporządzony także wtedy, gdy suma uzyskana przez egzekucję z ruchomości, wynagrodzenia za pracę lub wierzytelności i innych praw majątkowych nie wystarcza na zaspokojenie wszystkich wierzycieli.
 The plan of distribution shall be executed also when the sum obtained from the execution from a movable, remuneration for work or debt or other proprietary rights is not sufficient to satisfy all creditors.
- (60) Jeżeli powód dochodzi pozwem kilku roszczeń, *zlicza się* ich wartość.
 If the claimant seeks a few claims in one action, their value shall be accumulated.

The meaning of the obligation is conveyed by various verbal structures such as *jest nieważny* 'is void', *zlicza się* 'to accumulate, to add', and *powinien* 'should'. The impersonal nouns (*document* 'document', *plan* 'plan') used in the first two examples result from the fact that the person or institution on whom or which the duty is imposed, is not revealed in the surface structure of the utterance. In the last example, the person or institution on whom or which the duty is imposed cannot be revealed as the non-finite verb (*zlicza się* 'shall be accumulated, shall be added') is used. In turn, the circumstances in most cases are expressed by a conditional adverbial structure: *Jeżeli do puszczenia w obieg dokumentu na okaziciela jest wymagane zezwolenie właściwego organu państwowego* 'If a permission of a proper state organ is required to introduce a bearer's document into transactions'; *Jeżeli powód dochodzi pozwem kilku roszczeń* 'If the claimant seeks a few claims in one action'. In the second example, the circumstances are expressed in the adverbial clause of time (Pol. *zdanie podrzędne okolicznikowe czasu*): *Gdy suma uzyskana przez egzekucję z ruchomości, wynagrodzenia za pracę lub wierzytelności i innych praw majątkowych nie wystarcza na zaspokojenie wszystkich wierzycieli* 'When the sum obtained from the execution from a movable, remuneration for work or debt or other proprietary rights is not sufficient to satisfy all creditors'.

8. Limited conditional duty

Finally, limited conditional duty is understood here as an obligation to perform only in specific circumstances with a guaranteed minimum or maximum limit of performance where the level of performance above or below the guaranteed limit is at the actor's discretion (also referred to as semi-imperative norms by lawyers).

8.1. Limited conditional duty with the person obliged to perform it revealed in the surface structure

8.1.1. English

As in previous examples, in the case of English utterances with an obligation to perform only in specific circumstances with a guaranteed minimum or maximum limit of performance where the level of performance above or below the guaranteed limit is at the actor's discretion, the most frequent modal verbs are *shall* and *must*.

- (61) In a bulk sale as defined in Section 6-102(1)(c)(ii) the buyer *shall*...
 - (f) unless excused under subsection (2), *make* available the list of claimants (subsection (1)(b)) by:
 - (i) promptly sending or delivering a copy of the list without charge to any claimant whose written request is received by the buyer *no later than six months* after the date of the bulk sale...
- (62) Except as provided in subsection (e), an action to enforce the obligation of a party to pay a note payable at a definite time *must be commenced* within six years after the due date or dates stated in the note or, if a due date is accelerated, within six years after the accelerated due date.

- (63) The filing officer shall keep each notice or list for two years after it is filed.

Additionally, we may encounter the structures with the reinforced duty which is the result of using deontic *shall* followed by the bare infinitive of the auxiliary verb *be* and the noun *duty*:

- (64) It *shall be the duty of* a trade union to keep its accounting records available for inspection in pursuance of this section from their creation until the end of the period of six years beginning with the 1st January following the end of the period to which the records relate.

8.1.2. Hungarian

In the case of Hungarian semi-imperative norms, the provisions expressing them rather rarely reveal the person on whom the duty is imposed. Here is the example of the provision revealing the agent under obligation:

- (65) Ptk. 3:115. §(1) ...Ha a vezető tisztségviselő új vezető tisztségviselői megbízást fogad el, a tisztség elfogadásától számított tizenöt napon belül köteles e tényről értesíteni azokat a társaságokat, ahol már vezető tisztségviselő vagy felügyelőbizottsági tag.

Civil Code, Section 3:115 (1) ...In the event of accepting a new executive office, within fifteen days of accepting such office the executive officer shall notify any other company in which he already serves as an executive officer or any supervisory board member [translation: Wolters Kluwer 2013].

The person on whom the duty is imposed is revealed in the surface structure (cf. *vezető tisztségviselő* ‘executive officer’), and the duty which is to be performed is expressed by the adjective *köteles* ‘obliged’ followed by an infinitive. The expression *a tisztség elfogadásától számított tizenöt napon belül* ‘within fifteen days of accepting such office’ indicates that the provision constitutes a semi-imperative norm.

8.1.3. Polish

The linguistic and semantic structure of Polish semi-imperative norms (legal rules) differs from the structure of the unconditionally and conditionally binding rules only in respect of the components enabling the identification of that specific type of norm. In semi-imperative provisions, various words and expressions are used to express the obligation, e.g. *jest obowiązany* ‘is obliged’, *jest zobowiązany* ‘is obliged’, *powinien* ‘should’, etc. Also in that type of provisions, we may distinguish utterances revealing the person on whom the duty is imposed:

- (66) Nabywca *obowiązany jest* zapłacić cenę nabycia natychmiast po udzieleniu mu przybicia.

The alienee shall pay the purchase price immediately after he has been knocked down as the highest bidder [translated by Aleksandra Matulewska].

The modal expression *obowiązany jest* ‘is obliged’ connotes the subject of the sentence due to its inflectional features: 3rd person singular of the auxiliary verb *jest* and the masculine of the adjectival participle *obowiązany* ‘obliged’. The subject of the sentence is the personal noun on whom the duty is imposed.

8.2. Limited conditional duty with the person obliged to perform it not revealed in the surface structure

8.2.1. English

In the English material, we may encounter most frequently provisions in which the component naming the agent obliged to perform the duty is not revealed:

- (67) An action to enforce an obligation, duty, or right arising under this Article *must* be commenced within three years after the [cause of action] accrues.
- (68) An action to enforce a right or obligation arising under this article *must* be commenced within one year after the expiration date of the relevant letter of credit or one year after the [claim for relief] [cause of action] accrues, whichever occurs later.

The exponents of deontic modality are the modal verbs *shall* and *must* followed by bare infinitive.

8.2.2. Hungarian

In the case of Hungarian statutes, the agent obliged to perform may remain hidden even if the exponents in the vast majority of cases unequivocally indicating such an agent are used. In such utterances, we may find, for instance, the construction with the verb *kell* ‘is needed, shall’ + infinitive. The following example illustrates that phenomenon:

- (69) Alkotmány, 11. cikk (1)

A köztársasági elnököt a korábbi köztársasági elnök megbízatásának lejártá előtt legalább harminc, legfeljebb hatvan nappal, ha pedig a megbízatás idő előtt szűnt meg, a megszűnéstől számított harminc napon belül kell megválasztani.

The Fundamental Law of Hungary, Article 11(1)

The President of the Republic shall be elected at least thirty days prior to the expiry of an incumbent president’s mandate, and at most 60 days prior to such expiry; should the incumbent President’s mandate end prematurely, a new president shall be elected within a thirty-day period following such termination of office [translation: <http://www.mfa.gov.hu>].

The following construction may also be used: the verb *kell* ‘is needed, shall’ followed by the verb with personal ending’.

- (70) Btk. 2012, 93. § ... Az összűntetés tartamának azonban el *kell* érnie a legsúlyosabb büntetést, de nem érheti el a büntetések együttes tartamát.

Criminal Code 2012, Section 93. ...Nonetheless, the term of a consolidated sentence shall be at least equal to the most severe sentence, however it may not amount to the combined duration of all sentences [translated by Karolina Kaczmarek on the basis of Act IV of 1978 on the Criminal Code at www.legislationline.org].

Despite the fact that the structure with the verb *kell* ‘is needed, shall’ followed by the verb with personal ending has been used (which in the previous examples has unequivocally indicated the agent obliged to perform the action), this time the agent is not revealed and, in order to identify him, it is necessary to take into consideration the context. In that case, the court is obliged to act in a specified way (to impose a penalty/punishment within the established limits). The usage of the impersonal noun makes it impossible to introduce the element naming the agent obliged to perform the action.

8.2.3. Polish

In the Polish material, we may encounter provisions in which the component naming the agent obliged to perform the duty is expressed elliptically:

- (71) W sprawach o roszczenia pracowników dotyczące nawiązania, istnienia lub rozwiązania stosunku pracy wartość przedmiotu sporu *stanowi*, przy umowach na czas określony – suma wynagrodzenia za pracę za okres sporny, lecz nie więcej niż za rok, a przy umowach na czas nieokreślony – za okres jednego roku.

In the matters regarding the claims of employees in reformation, existence or dissolution of the employment relationship, the value of the relief sought shall be in the case of contracts for an specified time – the amount of remuneration for the period in dispute, but not longer than one year, and in the case of contracts for unspecified time – for one year [translated by Aleksandra Matulewska].

In example (71), the obligation is communicated by the verb *stanowi* ‘shall be’, which is syntactically linked with the lexeme *wartość* ‘value’ (particularized by the postmodification in genitive: *przedmiotu sporu* [lit. ‘object of litigation’], ‘relief sought’) stating the object of the action instead of the performer (agent obliged to perform).

The formal exponent of the semi-imperative utterances are the structures introduced by the following syntagms: *nie więcej niż* ‘not more than’, *nie dłużej niż* ‘not longer than’, *nie mniej jednak niż* ‘however not less than’, etc.

9. Conclusion

Firstly, on the basis of available literature on the topic under scrutiny, the authors have identified the typical lexical and grammatical means of expressing obligation in English, Hungarian, and Polish statutory instruments. Subsequently, the authors applied the research method which is called comparable text analysis. Imperative clauses in English are usually expressed by modal verbs and constructions with

shall, must, is to be, may only, is bound, bind. In Hungarian, one may encounter the following expressions: *kell* [lit. 'is needed, shall'], *szükséges* [lit. 'is required'], *szükség van* [lit. 'there is a need for'], *köteles* [lit. 'obliged'], *kötelez* [lit. 'to bind, 'to oblige, to impose a duty on sb'], and verbs in present tense (indicative mood) whereas in Polish, in turn, utterances conveying the meaning of obligation may contain the following expressions: *powinien* [lit. 'should'], *musi* [lit. 'must'], *należy* [lit. 'it is proper to', 'should'], *jest zobowiązany* [lit. 'is obliged'], *jest wymagane* [lit. 'is required'], verbs in future and present tense (indicative mood). In Polish, the most typical words and expressions are: 1) deontic verbal expressions (*jest wymagane* 'is required', *jest zobowiązany* 'is obliged', *jest obowiązany* 'is obliged', *mieć obowiązek* 'have a duty'); 2) modal verbs (*musieć* 'must'); 3) finite and non-finite modals connoting the infinitive (*należy, powinien* 'should'). In Polish and Hungarian, obligation (or necessity) may be expressed in a descriptive utterance without any exponent of deontic modality. The function of the deontic exponent is realized by the non-modal finite or non-finite verb in present or future tense (indicative mood). The normative character of such utterances results from the pragmatic situation. It should be added here that in the majority of cases, the semantic equivalence occurs among the units bearing the modal meaning of obligation.

The most striking feature of the Polish and Hungarian statutory instrument language is the fact that obligation is expressed via indicative mood. Not only is indicative present and future tense possible in Polish but it is also the most frequently applied tool of expressing obligation. In general, although traditionally indicative (also called declarative) is treated as a mood, it is not frequently considered a way of expressing modality. However, F. R. Palmer stated that "in an overall system of modality it may be best to treat the declarative as the semantically unmarked member of the epistemic system, by which speakers merely present the information available to them, without guaranteeing its truth; it is also, of course often but not always, formally unmarked" (PALMER 1999: 233). To our knowledge, there are not many works devoted to the usage of indicative for expressing deontic modality. Moreover, when determining modal meanings in legal texts, it is necessary to analyze deontic background which is shaped by the legal reality, that is to say, the author and type of text as well as intertextual and intratextual context peculiar to statutory instruments. It is the deontic background which makes the statement obligatory or prohibitive. The genre of the document and its author (legislator) specify the type of modality expressed by the text. They are simply the key factors of the deontic character of the indicative mood. Those extralinguistic factors convert the modally unmarked statements which are statements-of-fact into statements expressing deontic possibility or necessity. In general, the interpretation of the declaratives in statutory instruments depends on the context. Furthermore, the archaic form *jest obowiązany* 'is obliged', which does not occur in colloquial language, is more often used than the contemporary one *jest zobowiązany* 'is obliged'.

In English, in British statutes, *shall* is still more frequent than *must*. In modern American statutes, *shall* is more and more often being replaced with *must* in accordance with ABC rules. As far as legal translation is concerned, the greatest

difficulty is the fact that translators must decipher the meaning (one of at least eight meanings) in which the modal *shall* is used in a given sentence.

In Hungarian, the adjective *köteles* ‘obliged’ and its derivatives are considered more formal than the frequently used verb *kell* ‘is needed, shall’, especially when *kell* is followed by the infinitive and not the verb with personal ending. The adjective *köteles*, thus, is typical of the LSP texts, including legal ones, whereas the verb *kell* connoting the infinitive is more often used in colloquial language. The middle route, that is a form which occurs both in the LSP and colloquial languages, is the auxiliary verb *kell* with the verb with personal ending explicitly indicating – in the case of personal nouns – the person or institution obliged to perform the action. In fact, those forms are used interchangeably. Despite the differences in the register of which they are typical, all the above-mentioned forms function in the colloquial language with the same meaning as in the legal language. However, the meaning in colloquial language rendered by the finite verbs used in present tense indicative mood is similarly to Polish different than in legal language. In the legal language, it is one of the forms used to express deontic meaning.

Tables 1–3 (below) present the juxtaposition of exponents of deontic modality analysed in this paper. It should also be added here that in the majority of cases the semantic equivalence occurs among the units bearing the modal meaning of obligation.

Further research is required in this respect in order to reveal corpus-driven results of the frequency of occurrence of specific exponents of deontic modality in English, Hungarian, and Polish. Although some research has been carried out in this respect (BIEL 2014), there are significant limitations in applying quantitative methods to the extraction of all forms of verbs used in present tense in indicative mood.

Table 1. Exponents of deontic modality used to express unconditional duty

English	Hungarian	Polish
actor revealed		
1) <i>shall</i> ; 2) <i>is obliged to</i> ; 3) (although <i>must</i> and <i>is required to</i> are possible, they are very rare)	1) <i>kell</i> ‘is needed’ + personal ending; 2) <i>köteles</i> ‘obliged’; 3) <i>kötelesség</i> ‘obligation’ + personal ending; 4) <i>kötelez</i> ‘to oblige, to impose a duty on’; 5) present tense indicative; 6) <i>kell</i> ‘is needed’ + infinitive (very rare)	1) <i>jest obowiązany</i> ‘is obliged’; 2) <i>wymaga</i> ‘requires’; 3) <i>powinien</i> ‘should’; 4) <i>ma obowiązek</i> ‘has a duty’; 5) <i>należy do obowiązków</i> ‘is the duty of’; 6) present tense indicative (including <i>obowiązek ciąży/obciąża</i> ‘the duty burdens sb’); 7) future tense indicative

actor not revealed		
1) <i>shall</i> ; 2) <i>must</i> ; 3) <i>is binding</i> ; 4) <i>binds</i> ; 5) <i>is to be done</i>	1) <i>kell</i> ‘is needed’ + infinitive; 2) present tense indicative (3rd person); 3) verb with suffix <i>-andó/-endő</i> ; 4) <i>kötelező</i> ‘(is) obligatory’	1) <i>jest wymagane</i> ‘is required’; 2) <i>wymaga</i> ‘requires’; 3) <i>musi</i> ‘must’ + passive voice; 4) <i>należy</i> + infinitive and <i>należy się</i> ‘should’; 5) <i>powinien</i> ‘should’; 6) present tense indicative (including <i>obowiązek obejmuje</i> ‘the duty includes’); 7) future tense indicative

Table 2. Exponents of deontic modality used to express conditional duty

English	Hungarian	Polish
actor revealed		
1) <i>shall</i> ; 2) <i>must</i> ; 3) <i>is obliged to</i> ; 4) <i>is to be done by</i> ; 5) <i>is required to</i> ; 6) <i>x is bound by</i> ; 7) <i>y is binding for x</i> ; 8) <i>y binds x</i>	1) <i>kell</i> ‘is needed’ + personal ending; 2) <i>köteles</i> ‘obliged’; 3) <i>kötelesség</i> ‘obligation’ + personal ending; 4) <i>kötelez</i> ‘to oblige, to impose a duty on’; 5) present tense indicative	1) <i>jest obowiązany</i> ‘is obliged’; 2) <i>wymaga</i> ‘requires’; 3) <i>należy do</i> ‘should’; 4) <i>powinien</i> ‘should’; 5) <i>ma obowiązek</i> ‘has a duty’; 6) present tense indicative (including <i>obowiązek ciąży/obciąża</i> ‘the duty burdens sb’, <i>obowiązek spoczywa</i> ‘the duty burdens sb’); 7) future tense indicative
actor not revealed		
1) <i>shall</i> ; 2) <i>must</i> ; 3) <i>is to be done by</i> ; 4) <i>is required to be done</i>	1) <i>kell</i> ‘is needed’ + infinitive; 2) present tense indicative (3rd person); 3) verb with suffix <i>-andó/-endő</i> ; 4) <i>kötelező</i> ‘(is) obligatory’	1) <i>wymaga</i> ‘requires’; 2) <i>musi</i> ‘must’ + passive voice or <i>musi</i> + infinitive <i>mieć</i> ‘have’; 3) <i>należy</i> ‘should’ and <i>należy się</i> ‘should’; 4) present tense indicative (including <i>obowiązek obejmuje</i> ‘the duty includes’); 5) future tense indicative

Table 3. Exponents of deontic modality used to express limited conditional duty

English	Hungarian	Polish
actor revealed		
1) <i>is to be to</i> ; 2) <i>is obliged to</i> ; 3) <i>shall</i> ; 4) <i>must</i>	1) <i>kell</i> 'is needed' + personal ending 2) <i>köteles</i> 'obliged' 3) <i>kötelesség</i> 'obligation' + personal ending 4) <i>kötelez</i> 'to oblige, to impose a duty on' 5) present tense indicative	1) <i>jest zobowiązany</i> 'is obliged to'
actor not revealed		
1) <i>is to be to</i> ; 2) <i>is obliged to</i> ; 3) <i>shall</i> ; 4) <i>must</i>	1) <i>kell</i> 'is needed' + personal ending; 2) <i>köteles</i> 'obliged'; 3) <i>kötelesség</i> 'obligation' + personal ending; 4) <i>kötelez</i> 'to oblige, to impose a duty on'; 5) present tense indicative	1) <i>jest zobowiązany</i> 'is obliged to'

Sources

- Act IV of 1978 on the Criminal Code.* <http://www.legislationline.org>.
Childcare Act 2006. <http://www.legislation.gov.uk/ukpga/2006/21/contents>.
Civil Code of Hungary 2013.
Criminal Code of Hungary 2012 (2012. évi C. törvény a Büntető Törvénykönyvről).
Fundamental Law of Hungary 2011 (Magyarország Alaptörvénye 2011).
Insolvency Act 1986. <http://www.legislation.gov.uk/ukpga/1986/45/contents>.
Law of Property Act 1925. <http://www.legislation.gov.uk/ukpga/Geo5/15-16/20>.
Louisiana Civil Code. <http://www.legis.state.la.us/lss/lss.asp?folder=67>.
Louisiana Code of Civil Procedure. <http://www.legis.state.la.us/lss/lss.asp?folder=68>.
Polgári Törvénykönyv. Civil Code. Budapest: Wolters Kluwer, 2013.
Polish Civil Code of 1964 as amended (Ustawa z dnia 23 kwietnia 1964 r. – Kodeks cywilny. Dz. U. 1964 nr 16 poz. 93) <http://isap.sejm.gov.pl/DetailsServlet?id=WDU19640160093>.
Polish Code of Civil Procedure of 1964 as amended (Ustawa z dnia 17 listopada 1964 r. – Kodeks postępowania cywilnego. Dz. U. 1964 nr 43 poz. 296) <http://isap.sejm.gov.pl/DetailsServlet?id=WDU19640430296>.
Polish Code of Commercial Companies (Ustawa z dnia 15 września 2000 r. – Kodeks spółek handlowych. Dz. U. 2000 nr 94 poz. 1037) <http://isap.sejm.gov.pl/DetailsServlet?id=WDU20000941037>.
Polish Code of Criminal Procedure (Ustawa z dnia 6 czerwca 1997 r. – Kodeks postępowania karnego. Dz. U. 1997 nr 89 poz. 555). <http://isap.sejm.gov.pl/DetailsServlet?id=WDU19970890555>.

- Polish Code of Labour* (Ustawa z dnia 26 czerwca 1974 r. Kodeks pracy. Dz. U. 1974 nr 24 poz. 141). <http://isap.sejm.gov.pl/DetailsServlet?id=WDU19740240141>.
- The Fundamental Law of Hungary*. <http://www.mfa.gov.hu/NR/rdonlyres/8204FB28-BF22-481A-9426-D2761D10EC7C/0/FUNDAMENTALLAWOFHUNGARYmostrecentversion01102013.pdf>.
- Uniform Commercial Code*. <http://www.law.cornell.edu/ucc>.

References

- BAŃCZEROWSKI–MATULEWSKA 2012 = BAŃCZEROWSKI J., MATULEWSKA A. Towards the Foundations of Legilinguistics Translatology. In: *Proces cywilny: nauka, kodyfikacja, praktyka*. Warszawa: Wolters Kluwer, 2012. 1225–1261.
- BAŃCZEROWSKI–POGONOWSKI–ZGÓŁKA 1982 = BAŃCZEROWSKI J., POGONOWSKI J., ZGÓŁKA T. *Wstęp do językoznawstwa*. Poznań: UAM, 1982.
- BIEL 2010 = BIEL Ł. Corpus-Based Studies of Legal Language for Translation Purposes: Methodological and Practical Potential. In: HEINE C., ENGBERG J. (ed.) *Reconceptualizing LSP. Online Proceedings of the XVII European LSP Symposium 2009*. Aarhus, 2010. <http://bcom.au.dk/fileadmin/www.asb.dk/isek/biel.pdf>.
- BIEL 2014 = BIEL Ł. *Lost in the Eurofog. The Textual Fit of Translated Law*. Frankfurt am Main: Peter Lang, 2014.
- DELISLE et al. 1999 = DELISLE J., LEE-JAHNKE H., CORMIER M. C. (ed.) *Translation Terminology*. Amsterdam–Philadelphia: John Benjamins, 1999.
- GARNER 2001 = GARNER Bryan A. (ed.) *A Dictionary of Modern Legal Usage*. London–New York: Oxford University Press, 2001.
- GARNER 2004 = GARNER Bryan A. (ed.) *Black's Law Dictionary* 2004. West, 2004.
- GOŹDŹ-ROSZKOWSKI 2012 = GOŹDŹ-ROSZKOWSKI S. *Patterns of Linguistic Variation in American Legal English*. Frankfurt am Main: Peter Lang, 2012.
- GRZEGORCZYKOWA 2001 = GRZEGORCZYKOWA R. *Wprowadzenie do semantyki językoznawczej*. Warszawa: PWN, 2001.
- GRZYBEK–KACZMAREK–MATULEWSKA 2012 = GRZYBEK J., KACZMAREK K., MATULEWSKA A. Deontic Modality in Legilinguistic Translation. In: *Proces cywilny: nauka, kodyfikacja, praktyka*. Warszawa: Wolters Kluwer, 2012. 1263–1308.
- JĘDRZEJKO 1987 = JĘDRZEJKO E. *Semantyka i składnia polskich czasowników deontycznych*. Wrocław: Ossolineum, 1987.
- JĘDRZEJKO 1988 = JĘDRZEJKO E. O tzw. wewnętrznej i zewnętrznej konieczności i jej podstawowych wykładnikach leksykalnych. *Polonica* 13 (1988): 17–27.
- KACZMAREK 2009 = KACZMAREK K. A „tilalmat” és „engedélyt” kifejező eszközök jogi szakszövegben a deontikus modalitás tükrében. In: BÁRDOSI Vilmos (szerk.): *Quo vadis philologia temporum nostrorum? Korunk civilizációjának nyelvi képe*. Budapest: Tinta, 2009. 173–188.
- KACZMAREK 2010 = KACZMAREK K. Az utasítás kifejezőeszközei a jogi szakszövegben a deontikus modalitás tükrében. *Filológia.hu*. Budapest, 2010. <http://www.filologia.hu/tanulmanyok/karolina-kaczmarek.html>.
- KACZMAREK 2011 = KACZMAREK K. *Lingua legis w aspekcie translologicznym węgiersko-polskim i polsko-węgierskim*. (Comparative Legilinguistics 6.) Poznań: UAM IJ, 2011.
- KACZMAREK–MATULEWSKA 2010 = KACZMAREK K., MATULEWSKA A. Comparison of parallel texts of petitions in Polish–Hungarian and Polish–English translation. *Across Languages and Cultures* 11 (2010): 67–81.

- KACZMAREK–MATULEWSKA–WIATROWSKI 2008 = KACZMAREK K., MATULEWSKA A., WIATROWSKI P. Translacyjne aspekty wyrażania nakazu w polskich, angielskich i węgierskich aktach normatywnych. *Scripta Neophilologica Posnaniensia* IX. Poznań, 2008. 163–184.
- KACZMAREK–MATULEWSKA–WIATROWSKI 2012 = KACZMAREK K., MATULEWSKA A., WIATROWSKI P. Methods of Expressing Obligation and Prohibition in English, Hungarian and Polish Statutory Instruments in the Aspect of Translation – in Quest for Translation Equivalents. In: *Multilingual Processing in Eastern and Southern EU Languages. Low-resourced Technologies and Translation*. Newcastle upon Tyne: Cambridge Scholars, 2012. 27–39.
- KIEFER 1999 = KIEFER F. Modality. In: BROWN Keith, MILLER Jim (ed.): *Concise Encyclopedia of Grammatical Categories*. Amsterdam: Elsevier, 1999. 223–229.
- KIELAR–MILLER 1993 = KIELAR B. Z., MILLER J. Through the Looking Glass of Translation – the Verb Phrases of the Statutory Clauses in *Kodeks Handlowy* and Their English Renditions. In: *International Forum of Legal Translation 1992. Proceedings*. Warszawa: TEPIŚ, 1993. 41–53.
- LEWANDOWSKA-TOMASZCZYK 2005 = LEWANDOWSKA-TOMASZCZYK B. (red.) *Podstawy językoznawstwa komputerowego*. Łódź: Wydawnictwo Uniwersytetu Łódzkiego, 2005.
- LYONS 1977 = LYONS J. *Semantics*. Vol. 1–2. Cambridge: CUP, 1977.
- LYONS 1989 = LYONS J. *Semantyka*. T. 1–2. Warszawa: PWN, 1989.
- PALMER 1999 = PALMER F. R. Mood and Modality. Basic Principles. In: BROWN K., MILLER J. (ed.) *Concise Encyclopedia of Grammatical Categories*. Amsterdam: Elsevier, 1999. 229–235.
- PALMER 2001 = PALMER F. R. *Mood and Modality*. Cambridge: CUP, 2001.
- RADWAŃSKI 2005 = RADWAŃSKI Z. *Prawo cywilne – część ogólna*. Warszawa: C. H. Beck, 2005.
- ROALD–WHITTAKER 2010 = ROALD J., WHITTAKER S. Verbalization in French and Norwegian Legislative Texts. A Contrastive Case Study. In: GOTTI M., WILLIAMS Ch. (ed.) *Legal Discourse Across Languages and Cultures*. (Linguistic Insights 117.) Bern: Peter Lang, 2010. 95–107.
- RYTEL 1982 = RYTEL D. *Leksykalne środki wyrażania modalności w języku czeskim i polskim*. Wrocław: Ossolineum, 1982.
- STAWECKI–WINCZOREK 2002 = STAWECKI T., WINCZOREK P. *Wstęp do prawoznawstwa*. Warszawa: C. H. Beck, 2002.
- WRÓBEL 1991 = WRÓBEL H. O modalności. *Język Polski* 76 (1991): 260–270.
- WRÓBLEWSKI 1948 = WRÓBLEWSKI B. *Język prawny i prawniczy*. Kraków: PAU, 1948.
- WRONKOWSKA–ZIELIŃSKI 1993 = WRONKOWSKA S., ZIELIŃSKI M. *Problemy i zasady redagowania tekstów prawnych*. Warszawa: Urząd Rady Ministrów, 1993.
- WRONKOWSKA–ZIELIŃSKI 1997 = WRONKOWSKA S., ZIELIŃSKI M. *Zasady techniki prawodawczej*. Warszawa: Wydawnictwo Sejmowe, 1997.
- ZIELIŃSKI 2002 = ZIELIŃSKI M. *Wykładnia prawa. Zasady. Reguły. Wskazówki*. Warszawa: Lexis Nexis, 2002.