

See discussions, stats, and author profiles for this publication at: <https://www.researchgate.net/publication/331065057>

Exponents of Deontic Modality in Korean, Indonesian, English and Polish: A Contrastive Translative Perspective

Article · September 2017

CITATION

1

READS

42

2 authors:



[Aleksandra Matulewska](#)

Adam Mickiewicz University

38 PUBLICATIONS 51 CITATIONS

[SEE PROFILE](#)



[Daria Zozula](#)

Adam Mickiewicz University

6 PUBLICATIONS 1 CITATION

[SEE PROFILE](#)

Some of the authors of this publication are also working on these related projects:



no project [View project](#)



Grant no. DEC-2012/07/E/HS2/00678 Parametrization of legilinguistic translatology in the scope of civil law and civil procedure awarded by the National Science Centre of the Republic of Poland (Sonata Bis program). [View project](#)

ALEKSANDRA MATULEWSKA, KYONG-GEUN OH, DARIA ZOZULA

**Exponents of Deontic Modality
in Korean, Indonesian, English and Polish:
A Contrastive Translative Perspective**

Abstract

The aim of this paper is to present the methods of expressing deontic modality in Korean, Indonesian, English and Polish legislative texts. The research methods applied included the analysis of comparable texts and corpus linguistics methodology (Antconc software). The research corpora have been composed of selected Korean, Indonesian, English and Polish legislative texts described in more detail below. The purpose of this work is to compile the exponents expressing obligation, prohibition and permission in legislative texts in the languages listed above in order to find sufficient equivalents that may be used for the purpose of translation within any pair formed out of the four languages under scrutiny.

Keywords: deontic modality, Korean, Indonesian, English, Polish, legal language

Introduction

In this article, we would like to focus on methods of expressing deontic modality in legislation on the example of the Korean, Indonesian, English and Polish texts of that genre. Although the deontic modality of English and Polish normative acts of national and EU law has already been fairly well researched into,¹ the study is of a pilot nature,

¹ Cf. Karolina Kaczmarek, Aleksandra Matulewska and Przemysław Wiatrowski, *Translacyjne aspekty wyrażania nakazu w polskich, angielskich i węgierskich aktach normatywnych*, “Scripta Neophilologica Posnaniensia”, vol. IX, (ed.) Stanisław Puppel, Wydział Neofilologii UAM, Poznań 2008, pp. 163–184; Łucja Biel, *Lost in the Eurofog: The Textual Fit of Translated Law*, Studies in Language, Culture and Society (Series), vol. 2. Frankfurt am Main 2014; Joanna Grzybek, Karolina Kaczmarek, and Aleksandra Matulewska, *Deontic Modality in Legilinguistic Translation*,

as no comparative Korean-Indonesian-English-Polish studies have been conducted in this regard. For the reason stated above the Polish and English examples will not be described in detail. The purpose of the work is to compile the ways of expressing obligation, prohibition and permission in legislative texts in given languages in order to find sufficient equivalents that may be used for the purpose of translation within any pair formed out of those four languages.

Deontic Modality in Brief

Modality as a linguistic category is not easy to define. Palmer provides the widest definition of modality seen as ‘grammaticalization of speaker’s (subjective) attitudes and opinions’.² Downing and Locke offer a more specific definition by recalling the meanings transferred by modal expressions:

modality is to be understood as a semantic category which covers such notions as possibility, probability, necessity, volition, obligation, and permission.³

Some researchers⁴ restrain from giving a definition of modality whatsoever. The reason for such confusion is mere problem of defining modality given by Salkie:

The difficulty with the domain of modality is that there is broad agreement about some central members of the class, but disagreement about some of the candidates for inclusion. It is not possible to provide an acceptable definition with clear boundaries: instead, we need a clearly defined core but fuzzy boundaries.⁵

The same difficulty is encountered when modality is divided into subcategories. According to von Wright, there are 4 categories of modality: (i) alethic modality, (ii) epistemic modality, (iii) deontic modality, and (iv) existential modality.⁶ The Indonesian researcher Alwi⁷ distinguishes 4 categories: intentional modality, epistemic modality,

in: *Studia nad systemem ochrony prawnej. Księga jubileuszowa dedykowana Profesorowi Feliksowi Zedlerowi*, Wolters Kluwer, Warszawa 2012, pp. 1262–1308.

² Frank Palmer, *Mood and Modality: Basic Principles*, in: *Concise Encyclopedia of Grammatical Categories*, Elsevier, Amsterdam 1999.

³ Angela Downing and Philip Locke, *A University Course in English Grammar*, Psychology Press 2002, p. 382.

⁴ Jennifer Coates, *The Semantics of the Modal Auxiliaries*, Croom Helm, London and Canberra 1983.

⁵ Raphael Salkie, *Degrees of Modality*, in: Raphael Salkie, Pierre Bussutil and Johan van der Auwera (eds.), *Modality in English Theory and Description*, Mouton de Gruyter, New York 2009 p. 80.

⁶ Georg Henrik von Wright, *Deontic Logic*, “Mind, New Series”, Vol. 60, No. 237. (Jan., 1951), pp. 1–15, Viewed: June 2017, <<http://www.wnswz.strony.ug.edu.pl/von%20wright,%20deontic%20logic.pdf>>

⁷ Hasan Alwi, *Modalitas dalam Bahasa Indonesia*, Penerbit Kanisius, Yogyakarta 1992.

deontic modality and dynamic modality, whereas Jędrzejko, a Polish researcher discusses 3 categories: (i) alethic modality, (ii) epistemic modality and (iii) deontic modality. Although the classifications may vary, there is always a category connected to obligation and permission distinguished – deontic modality. Jędrzejko states that deontic modality “refers to the world of norms and judgments and it relates to the actions of people which at the will of an individual or collective actor are imposed on him or permitted to be performed by him”.⁸ However, there are many more approaches to modality. For instance Kiefer⁹ enumerates: (i) epistemic modality (expressing knowledge and belief), (ii) deontic modality (expressing obligation, prohibition and permission), (iii) circumstantial modality (expressing possibility or necessity resulting from specified circumstances), (iv) dispositional modality (expressing agent possibility depended on his dispositions), (v) boulomaic modality (expressing one’s wishes).

Researchers investigating the language of the law list deontic modality as one of the typical features of *lingua legis*.¹⁰ Legal texts, as texts regulating aspects of our lives, convey deontic meanings and as Lizisowa states:

a normative clause that conveys the deontic meaning of obligation, permission required competence or possible obligation, permission or prohibition is the main clause in a legal regulation.¹¹

Corpora in Korean, Indonesian, English and Polish

The authors have analysed the corpora composed of selected legislation in Korean, Indonesian, English and Polish.

The corpus of Korean statutory instruments encompasses only one text, that is to say the Civil Code of the Republic of Korea (민법 [시행 2013.7.1.] [법률 제11300호, 2012.2.10., 일부개정] 법무부(법무심의관실) 02-2110-3164~5.). {minbeop [sihaeng 2013.7.1.] [beomryul je 11300 ho, 2012.2.10., ilbu-gaejeong] beommubu (beommu-simuigwansil) 02-2110-3164~5.}.

The corpora of Indonesian legislation includes the Civil Code of the Republic of Indonesia *Kitab Undang-Undang Perdata*, Penal Code of the Republic of Indonesia *Kitab Undang-Undang Perdata* (UU RI no. 27/1999) and The Regulation concerning The

⁸ Translation: Aleksandra Matulewska, *Deontic Modality and Modals in the Language of Contracts*, in: (ed.) Jerzy Bańcerowski. *Comparative Linguistics*, vol. 2, (2010), pp. 75–92.

⁹ Ferenc Kiefer, *Modality*, in: Keith Brown, Jim Miller and R.E. Asher (eds.), *Concise Encyclopedia of Grammatical Categories*, Elsevier, Amsterdam 1999, p. 225.

¹⁰ See Matilla Heikki, *Comparative Legal Linguistics*, Ashgate, Hampshire 2006; Galdia Marcus, *Legal Linguistics*, Peter Lang Publishing House, Bern 2009; Lizisowa, Maria Teresa, *Komunikacyjna teoria języka prawnego*, Wydawnictwo Naukowe Contact, Poznań 2016.

¹¹ “Zdanie normatywne, przenoszące znaczenie deontyczne obowiązku, uprawnienia lub kompetencji jako konieczne lub możliwy nakaz, dozwolenie czy zakaz jest zdaniem głównym w przepisie prawnym”, Lizisowa, *Komunikacyjna Teoria*, op. cit., p. 321.

Notary, *Undang-Undang Republik Indonesia Nomor 2 Tahun 2014 Tentang Perubahan Atas Undang-Undang Nomor 30 Tahun 2004 Tentang Jabatan Notaris*.

As far as English and Polish are concerned the results obtained by Biel (2014) have been accounted for as carried out on a huge corpora of Polish and English legal texts. Therefore, also the European Union legislation has been investigated into.

There are (probably) not many publications which deal with significators of deontic modality in Korean and authors found actually no publications on exponents of deontic modality in legal texts.

In Indonesian deontic modality is not discussed widely by linguists, up to this day there are only several chapters analysing the matter in works concerning general linguistics and one monograph analysing modality in wider context,¹² however deontic modality has never before been the main focus of linguists researching Indonesian legal discourse.

If the author of translation of examples into English of Korean and Indonesian legislative texts was not stated, the translation rendered from the official translations of the acts issued by the Governments of the respective countries:

1. Official English Translation of the Korean Civil Act;¹³
2. Trilingual Indonesian Civil Code;¹⁴
3. Official English Translation of the Indonesian Penal Code;¹⁵
4. Polish legislative texts were mainly translated by the authors.

Research Methods

The research methods applied included the analysis of comparable texts¹⁶ and corpus linguistics methodology (Antconc software). The analysis of comparable texts is the method of comparing original texts of the same genre in at least two languages. That method ensures that the results are revealing the patterns of usage typical of a given genre of texts in a given language. The results obtained that way for four languages under scrutiny have been compared to find out whether the exponents of deontic modality are comparable and consequently may be treated as translational equivalents. The main aim was to find out what sort of linguistic means are used to express the meaning of

¹² Alwi, *Modalitas*, op. cit.

¹³ Viewed: 3 May 2017 <https://elaw.klri.re.kr/eng_service/lawView.do?hseq=29453&lang=ENG>

¹⁴ Viewed: 3 May 2017 <<http://www.kuhper.com/Trilingual%20Indonesian%20Civil%20Code.pdf>>

¹⁵ Viewed: 3 May 2017 <https://www.unodc.org/res/cld/document/idn/indonesian_penal_code_html/I.1_Criminal_Code>

¹⁶ Albrecht Neubert, *Textlinguistics of Translation: The Textual Approach to Translation*, in: *Translation Horizons Beyond the Boundaries of Translation Spectrum. Translation Perspectives IX*, Center for Research in Translation, Binghamton 1996, pp. 87–105; Jean Delisle (et al., ed.), *Translation Terminology*, John Benjamins Publishing Company, Amsterdam / Philadelphia 1999; Barbara Lewandowska-Tomaszczyk, *Podstawy językoznawstwa komputerowego*, Wydawnictwo Uniwersytetu Łódzkiego, Łódź 2005; Roald, Jan and Sunniva Whittaker, *Verbalisation in French and Norwegian Legislative Texts: A Contrastive Case Study*, in: *Legal Discourse Across Languages and Cultures, Linguistic Insights* 117, Peter Lang, Bern 2010, pp. 95–107.

obligation, prohibition and permission in selected legislation in the analyzed languages. Having identified the exponents of those three meanings the authors have compared them and drawn conclusions that they are sufficiently translationally equivalent.

The Antconc software was used to find out whether the exponents under scrutiny are used frequently enough to be treated as representative from the perspective of legal language usage. However, a detailed quantitative analysis has yet to be carried out.

Obligation

In **Korean**, we encounter many methods of expressing obligation. The most commonly used exponents include sentences in the present tense indicative. There are (i) constructions ‘-어야/아야 하다’ [eoya/aya hada] (‘shoud be/do’ or ‘must be/do’), (ii) structures ‘-르/을 의무가 있다’ [-eul uimuga itta] (‘is obliged’) and ‘-르/을 책임이 있다’ [-eul chaegimi itta] (‘is liable / responsible’). They are composed of the verb or adjective with the future participle form ‘-르/을’ [eul], deontic noun conveying the meaning of obligation ‘의무’ [uimu] (‘obligation’) or ‘책임’ [chaegim] (‘responsibility’) and the auxiliary verb ‘있다’ [itta].).

Example 1. An exemplary sentence with the construction ‘-어야/아야 하다’

제484조 (대위변제와 채권증서, 담보물)

- ① 채권 전부의 대위변제를 받은 채권자는 그 채권에 관한 증서 및 점유한 담보물을 대위자에게 교부하**여야 한다**.

[je 484 jo (daewi byeonjewa chaekwon jeungseo, dambomul)]

- ① chaekwon jeonbu-ui daewi byeonjereul badeun chaekwonjaneun geu chaekwone gwanhan jeungseo mit jeomuhan dambomureul daewija-ege kyobu hayeojahanda.]

Article 484 (Performance by Subrogation, Document Relating to Obligation, and Security)

- (1) An obligee who has obtained full satisfaction of the obligation by performance by subrogation **must** deliver to the subrogee all the documents relating to the obligation and the Article held in possession as security.

Example 2. An exemplary sentence with the structure ‘-르/을 의무가 있다’ [-eul uimuga itta].

제1087조 (상속재산에 속하지 아니한 권리의 유증) ① 유언의 목적이 된 권리가 유언자의 사망당시에 상속재산에 속하지 아니한 때에는 유언은 그 효력이 없다. 그러나 유언자가 자기의 사망당시에 그 목적물이 상속재산에 속하지 아니한 경우에도 유언의 효력이 있게 할 의사인 때에는 유증의무자는 그 권리를 취득하여 수증자에게 이전**할 의무가 있다**.

[je 1087 jo (sangsokjaesane sokaji anihan gweolni-ui yujeong) ① yueonui mokjeogi doen gweolniga yueonjaui samangdangsie sangsokjaesane sokaji anihan ttae-e-neun yueoneun geu hyoryeogi eoptta. geureona yueonjaga jagi-ui samangdangsie geu mokjeokmuri snagsokjaesane sokaji anihan gyeong-u-edo yueonui hyoryeogi itgye hal uisain ttae-eneun yujeong-uimujaneun geu gweolnireul chwideukayeo geu sujengjaege ijeon*hal uimuga-itta.*]

Article 1087 (Testamentary Gift of Right Which does not Comprise Inherited Property)

(1) A will shall not take effect if the right which forms the subject thereof does not comprise the inherited property at the time of the death of the testator: Provided, that if the testator had intended that his will should take effect even if the subject of his will does not comprise the inherited property at the time of his death, the person charged with the testamentary gift is under a duty to acquire that right and transfer it to the testamentary donee.

Example 2 shows the structure ‘-르/을 의무가 있다’ [-eul uimuga itta] expressing ‘- obligation. It is constructed with a verb or adjective stem with the suffix ‘-르/을’ [eul], the noun expressing obligation ‘의무’ [uimu] (‘obligation/duty’) and the adjective ‘있다’ [itta]. ‘-르’ is used when the stem of a verb or adjective ends in a ‘vowel’. The suffix ‘을’ is used when the stem of a verb or adjective ends in a consonant. In this structure the meaning of the obligation is expressed mainly by the noun conveying the meaning of obligation ‘의무’ [uimu] (‘obligation/duty’).

Example 3. An exemplary sentence with the structure ‘-르/을 책임이 있다’ [-eul chaegimi itta].

제1088조 (부담 있는 유증과 수증자의 책임) ① 부담 있는 유증을 받은 자는 유증의 목적의 가액을 초과하지 아니한 한도에서 부담한 의무를 이행할 책임이 있다.

[je 1088 jo (budam-itneun yujeng-gwa sujengja-ui chaegim) ① budam-itneun yujeungeul badeun janeun yujeong-ui mokjeogui ga-aegeul chogwahaji anihan hando-eseo budamhan uimureul ihaeng*hal chaegimi itta.*]

Article 1088 (Testamentary Gift subject to Charge and Responsibility of Testamentary Donee)

(1) A person who has received a testamentary gift subject to a charge is bound to perform the duty which he has assumed only to the extent of the value of the testamentary gift.

Example 3 shows the structure ‘-르/을 책임이 있다’ [-eul chaegimi itta] meaning ‘is liable /responsible’. It is constructed with a verb or adjective stem with the suffix ‘-르/을’ [eul], the noun expressing obligation ‘책임’ [chaegim] (‘responsibility/accountability’) and the adjective ‘있다’ [itta]. Similarly to the sentence quoted in the Example 2 ‘-르’

is used when the stem of a verb or adjective ends in a vowel. And ‘-을’ is used when the stem of a verb or adjective ends in a consonant.

In this structure also the meaning of the obligation is expressed by the noun ‘책임’ [chaegim] (‘responsibility/accountability’).

In **Indonesian** modality is conveyed mainly by lexical rather than by grammatical means.¹⁷ Alwi¹⁸ lists the following signifiers of obligation as commonly used in Indonesian: *wajib*, (modal verb ‘to have a duty’), *mesti*, *harus*, *haruskan*, *mengharuskan* *diharuskan* (derivates of modal verb ‘must’ in active and passive forms), *perintahkan*, *memerintah*, *diperintahkan* (verbal derivatives of the noun *perintah* –‘obligation’, meaning accordingly ‘to oblige’, ‘to oblige somebody to’ and ‘to be obliged’) conducted study found that only some of them are used in statutory instruments.

Mesti and its derivated form *memestikan* ‘to make somebody do something’ both carry the meaning of obligation similar to English ‘have to’ but are used only in non-formal language. *Perintahkan* ‘to oblige’ and *haruskan* ‘to make somebody do sth.’ are also rather used in registers other than legal language, therefore those signifiers cannot be found in analysed statutory instruments. One grammatical means of conveying the meaning of obligation is the usage of future tense signal *akan* ‘will’.

On the other hand, the following exponents of obligation are commonly used in the studied corpora:

- (i) *wajib* ‘to have a duty’,
- (ii) *harus* ‘must’, *mengharuskan* ‘to bind somebody to’, *diharuskan* ‘must’, ‘to be obliged to’ – i.e. derivatives of the modal verb *harus* ‘must’,
- (iii) *perintahkan* ‘to oblige somebody to’, *memerintah* ‘to oblige somebody to’, ‘to command somebody to’, – i.e. a verbal derivative of the noun *perintah* ‘obligation’ which is *diperintahkan*, a verb in passive voice based upon the same noun is rarely used in the studied corpora as a transmitter for deontic meaning, but it occurs as a point of reference, as it is usually connected with the past.

Example 4. An exemplary sentence with *wajib* (‘to have a duty to’, ‘to be obliged to’)

Anak sah yang telah dewasa, tetapi belum genap tiga puluh tahun, juga wajib untuk memohon izin bapak dan ibunya untuk melakukan perkawinan.

Legitimate children who are no longer minors, but have not reached the age of thirty years **must** also seek the approval of their parents in order to enter into matrimony.

The example above has the form of a complex sentence. The subject *anak sah* ‘legitimate child’ is followed by an explanatory clause starting with *yang* ‘which’. The predicate phrase consists of the verbal phrase *wajib untuk memohon izin* ‘bound to ask for permission’. The object of this sentence is the plural noun phrase *bapak dan ibunya* ‘his father and mother’ followed by a complementary clause.

¹⁷ Hasanuddin, *Ensiklopedi Kebahasaan Indonesia*. Angkasa. Bandung 2009, p. 772.

¹⁸ Alwi, *Modalitas*, op. cit., pp. 170–178.

Example 5. An exemplary sentence with *harus* ('must')

Tentang pengambilan sumpah itu harus dibuat berita acara.

An official report of the oath being taken **must be** made.

Example 5 illustrates the usage of the adverb *harus* 'must' as an exponent of obligation. The sentence structure is inverted with the main subject *berta acara* placed at the end of the sentence and its explanatory complement *tentang pengambilan sumpah itu* 'about the oath being taken' at the beginning. The predicate is expressed in passive voice *di+buat* 'be made'.

Example 6. An exemplary sentence with *mengharuskan* ('to demand', 'to oblige').

Tiap pemilik pekarangan dapat mengharuskan masing-masing pemilik pekarangan yang bertetangga untuk membuat tanda perbatasan antara pekarangan mereka.

Each owner may **demand** that his neighbour shall erect boundaries between their properties.

The sentence pattern of the above example is a typical subject (S) + verb (V) + object (O) construction where *Tiap pemilik pekarangan* is the subject, and *mengharuskan* is the exponent of obligation and *masing-masing pemilik pekarangan* is the object of the action expressed in plural and complemented by the explanatory phrase beginning with the determiner *yang* 'which'. Moreover the sentence contains a unique construction *dapat mengharuskan* 'is able to oblige somebody to' consisting of two modal verbs *dapat* and *mengharuskan*.

Example 7. An exemplary sentence with *diharuskan* (to must, to be obliged to')

Pasal 1066 KUHPer

Tiada seorang pun diharuskan menerima berlangsungnya harta peninggalan dalam keadaan tidak terbagi. (...)

Article 1066 of the Indonesian Civil Code

No person **must be** forced to accept the inheritance that has not yet been divided.
(trans. D. Zozula)

This sentence has the SVO structure, where the subject is negated by a compound verb *tiada* (a negator *tidak* and the verb *ada* 'is'), the verb is in passive voice and the object is a complex sentence without a subject revealed in the sentence surface structure.

Example 8. An exemplary sentence with *memerintah* ('to oblige somebody to', 'to command somebody to').

Pasal 239 KUHPer

Bila suami isteri itu bertahan dengan niat mereka, Hakim akan memerintah mereka untuk menghadap lagi setelah lewat enam bulan.

Article 239 of the Indonesian Civil Code

If the spouses' intentions remain unaltered, the judge is to order a new appearance to be made after a period of six months.

The sentence quoted in example 8. is expressed in a conditional sentence. The conditional clause is introduced by *bila* which is a formal particle similar in meaning to 'provided that', as a result of the condition the second part of the sentence must contain future tense indicator (here the time signal *akan* 'will' is used). The verb expressing obligation *mengharuskan* is constructed by adding the verbal active verb circumfix *me-...kan* to the adverb *harus* having a synonymous meaning to the English modal verb *must*.

Example 9. An exemplary sentence with future time signal *akan* ('will')

Pasal 1993 KUHPer

(...) *Namun lewat waktu demikian yang menurut perundang-undangan lama masih membutuhkan waktu selama lebih dari tiga puluh tahun, terhitung sejak Kitab Undang-undang Hukum Perdata ini diundangkan, akan terpenuhi dengan lewatnya waktu tiga puluh tahun.*

Article 239 of the Indonesian Civil Code

(...) Notwithstanding this, the prescribed periods of limitations which have commenced and which according to old laws, run for more than thirty years, following the publication of this Civil Code, [**will**] expire after the lapse of thirty years.

The sentence quoted above has a typical SVO structure, with *Namun lewat waktu demikian yang menurut perundang-undangan lama masih membutuhkan waktu selama lebih dari tiga puluh tahun, terhitung sejak Kitab Undang-undang Hukum Perdata ini diundangkan* being a complex subject phrase, *akan terpenuhi* being the predicate build upon a future time signal *akan* 'will' and a finite verb *terpenuhi* 'fulfilled' with an explanatory compliment clause starting with the adverbial of manner *dengan lewatnya waktu*.

In **English** the most frequently found modal verbs are *shall* and *must*. We may also encounter deontic verbal expressions such as: *is obliged to, is required to*.

Example 10. An exemplary sentence with *shall*.

A period of time expressed as a number of days shall be computed as clear days.

Example 10 illustrates a simple sentence, that is a sentence consisting of only one clause, with subject + verb + object structure. The verb is in the passive voice. There is no actor revealed in the sentence surface structure. The meaning of the obligation is expressed by the modal verb *shall*.

Example 11. An exemplary sentence with *must*.

The court **must** seek to give effect to the overriding objective when it – (a) exercises any power given to it by the Rules; or (b) interprets any rule subject to rules 76.2, 79.2 and 80.2, 82.2 and 88.2.

The sentence above is the so-called time clause. In the first part the meaning of obligation is conveyed by the modal verb *must* and in the second part of that compound sentence there are two alternative conditions expressed in present simple tense.

Example 12. An exemplary sentence with *is obliged to*.

If the originator is a bank, the originator **is obliged to** pay its order.

Example 12 presents the instance of using the obligatory expression in passive voice in which the verb *to oblige (sb to do sth)* is used. It is the zero type of conditional sentences where after “if” in the first part of the sentence and in the second part the present simple tense is used. The sentence conveys the meaning of the obligatory nature of the action but the obligor is not revealed in the surface structure of the sentence. Though the obliged party is explicitly expressed (“the originator”).

Example 13. An exemplary sentence with *is required to*.

The parties are required to help the court to further the overriding objective.

Similarly as in examples 10–12, that sentence conveys the meaning of obligation. In that case the exponent of deontic modality is the expression *be required to do sth*. The obliged is revealed in the sentence structure, but the obligor is not though it may be in some instances.

As already discussed in Grzybek, Kaczmarek, Matulewska¹⁹ the following exponents of modality may be found in **Polish** legislation: “(i) deontic verbal expressions (*jest wymagane* ‘is required’, *jest zobowiązany* ‘is obliged’, *jest obowiązany* ‘is obliged’, *mieć obowiązek* ‘have a duty’, *obowiązek ciąży* ‘the duty burdens sb’, *obowiązek spoczywa* ‘the duty burdens sb’), (ii) finite and non-finite modals connoting the infinitive (*należy*, *powinien* ‘should’), (iii) verbs in the present tense, indicative mood, (iv) verbs in the future tense, indicative mood, and (v) modal verb (*musieć* ‘must’) – which is extremely rare but considered possible by some lawyers.”

Example 14. An exemplary sentence with a deontic verbal expression *jest wymagane* (‘is required’).

Art. 38a. ...*Na dokonanie czynności przekraczających zakres zwykłego zarządu jest wymagana zgoda tymczasowego nadzorcy sądowego pod rygorem nieważności...*

¹⁹ Grzybek, Kaczmarek, Matulewska, *Deontic Modality*, op. cit., pp. 1262–1308.

Art. 38a. ... The approval of the temporary court supervisor *is required* for the performance of acts exceeding the scope of ordinary management.

The deontic verbal expression *jest wymagane* is used in sentences in which the subject of the sentence is the required action and the person whose action is needed to carry out some other action is usually revealed in the sentence surface structure.

Example 15. An exemplary sentence with a deontic verbal expression *jest zobowiązany* ('is obliged').

Każdy wspólnik jest uprawniony i zobowiązany do prowadzenia spraw spółki.

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

The deontic verbal expression *jest zobowiązany* is used in sentences in which the subject of the sentence is the actor obliged to carry out some action. There are two grammatical structures that may be encountered: (i) *być zobowiązanym do czegoś* 'be obliged to something' where we may frequently encounter gerunds expressing the specific nature of the obligation or (ii) *być zobowiązanym coś zrobić* 'be obliged to do something' where the action which is necessary is expressed by the verb following the expression *jest zobowiązany*. It may be added here that in older pieces of legislation we may encounter a synonymous but right now considered obsolete expression that is to say *jest obowiązany*.

Example 16. An exemplary sentence with a deontic verbal expression *jest obowiązany* ('is obliged'), *obowiązek cięży* ('the duty burdens sb'), *obowiązek spoczywa* ('the duty burdens sb').

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). [trans. Tomasz Żebrowski]

Jeżeli dla upadłego został ustanowiony kurator w postępowaniu upadłościowym, obowiązek ten cięży na kuratorze.

If a guardian has been appointed for the insolvent debtor in insolvency proceedings, **the duty burdens** the guardian.

Example 17. An exemplary sentence with a deontic verbal expression *mieć obowiązek* ('have a duty').

Art. 697. *Dzierżawca ma obowiązek dokonywania napraw niezbędnych do zachowania przedmiotu dzierżawy w stanie nie pogorszonym.*

Art. 697. The lessee **is obliged to** carry out any repairs needed to keep the leased object in a non-deteriorated condition.

Examples 16 and 17 illustrate the usage of the noun *obowiązek* ‘duty’ in various collocations.

Example 18. Exemplary sentences with a finite and non-finite modals connoting the infinitive: *należy* (‘shall’), *powinien* (‘should’).

W zgłoszeniu wierzytelności należy podać: 1) imię i nazwisko ...

In the proof of debt one **shall** give (1) his name and surname ...

Wierzyciel osobisty upadłego, ..., powinien w terminie oznaczonym w postanowieniu o ogłoszeniu upadłości zgłosić sędziemu-komisarzowi swoją wierzytelność

The creditor of the insolvent debtor ... **should** submit to the judge-commissioner his claim within a time limit specified in the order declaring the debtor insolvent.

Example 19. An exemplary sentence with a verb in the present tense, indicative mood.

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.

Example 20. An exemplary sentence with a verb in the future tense, indicative mood,

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 such person’s action or defense was obviously groundless.

Example 21. An exemplary sentence with a modal verb *musieć* (‘must’).

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, a waiver of the immunity under § 1 **must** be performed by a proper international organization.

The juxtaposition of exponents of obligation in Korean, Indonesian, English and Polish is presented in Table 1.

Table 1. Exponents of obligation in Korean, Indonesian, English and Polish legislation

당위조목[dang-wi-jomok]	Kewajiban	Imperative clauses	Przepisy nakazujące
Present tense indicative mood: -어야/아야 하다 [-eoya/aya hada] -어야/아야 되다 [-eoya/aya doeda] -르/을 의무가 있다 [-eul uimuga itta] 'is obliged' -르/을 책임이 있다 [-eul chaegimi itta] 'is responsible for'	wajib 'has a duty', harus 'must', mengharuskan 'to oblige', diharuskan, 'is obliged', future tense	shall, must, is to be, may only	powinien 'shall', musi 'must', należy 'shall', jest zobowiązany 'is obliged', obowiązek ciąży 'the duty burdens sb', obowiązek spoczywa 'the duty burdens sb' jest wymagane 'is required', future tense indicative mood, present tense indicative mood

Prohibition

In **Korean** prohibition is expressed by the following exponents of deontic modality: (i) -지 아니하다 [-ji anihada] ('not +be'), (ii) -지 못하다 [-ji motada] ('is not allowed', 'may not', 'is not admissible'), and (iii) -르/을 수 없다 [-eul su eopta] ('is forbidden', 'is prohibited').

Example 22. An exemplary sentence with -지 아니하다 [-ji anihada] ('not + be').

제5조 (미성년자의 능력) ① 미성년자가 법률행위를 함에는 법정대리인의 동의를 얻어야 한다. 그러나 권리만을 얻거나 의무만을 면하는 행위는 그러하지 아니하다.

[je 5 jo (miseognyeonja-ui neungryeok) ① miseongnyeongjaga beomryul haengwi-reul hameneun beop-jeong daeri-inui dong-ui-reul eodeoja handa. Geureona kwolimaneul eotgeona uimumaneul myeonhaneun haengwineun geureohaji anihada.]

Article 5 (Capacity of Minor) (1) A minor shall obtain the consent of his agent by law to perform any juristic act: *Provided*, That exceptions shall be made in a case where the juristic act concerned is one merely to acquire rights or to be relieved from obligations.

This structure is equivalent as far as the meaning is concerned to the Polish *nie jest/są, nie może/mogą* or English *may not* or *shall not*.

Example 23. An exemplary sentence with -지 못하다 [-ji motada] ('it is not allowed', 'may not', 'it is not admissible' 'it is not permitted').

제2조 (신의성실) ② 권리는 남용하지 못한다.

[je 2 jo (sinui sangsil) ② kwolineun namyonghaji mutanda.]

Article 2 (Trust and Good Faith) (2) No abuse of rights shall be permitted.

Example 24. An exemplary sentence with -르/을 수 없다 [-eul su eopta] ('it is prohibited', 'it is forbidden').

제17조 (제한 능력자의 속임수)

① 제한 능력자가 속임수로써 자기를 능력자로 믿게 한 경우에는 그 행위를 취소할 수 없다.

[je 17 jo (jehan neung-nyeok-jja-ui sogimsu)

① jehan neung-nyeok-jaga sogimsurosseo jagireul neung-nyeok-jago mike han kyeong-u-eneun geu haengwireul chwisohal su eop-ta.]

Article 17 (Fraudulent Means by Person under Disability)

(1) If a person under disability has used fraudulent means to induce the belief that he is a person of full capacity, he cannot avoid his act.

The exponent is composed of the verb or adjective ending -르/을 [-eul] + bound noun 수 [su] + adjective 없다 [eopta]. They are added to the stem of the verb or adjective in order to express prohibition. 없다 [eopta] is an adjective in Korean and is equivalent in function to the Polish verbs *nie być/nie mieć* and English *not be / not have*.

In **Indonesian** the following exponents of prohibition may be found in legislative texts: (i) *dilarang* 'is prohibited' which is the passive form of the root word *larang* 'to prohibit', (ii) *tidak boleh* which is a negation of the permissive verb *boleh* 'may' and *tidak boleh*, *tidak dapat* which carries the meaning similar to 'cannot, may not'. Although in Indonesian formal language other exponents of prohibition are used, especially derivatives of the verb *larang* 'to prohibit' (such as *larangan* 'ban', *melarang* 'to prohibit') and the verb *jangan* 'do not', they are rarely used in statutory instruments and were not found in the analyzed corpora.

Example 25. An exemplary sentence with *dilarang* ('is prohibited to').

Pasal 17 UU Jabatan Notaris

*Notaris **dilarang**: (a)menjalankan jabatan di luar wilayah jabatannya; (...)*

Article 17 of the Indonesian Notary

The Notary is **prohibited to**: (a) run his office outside his operational area (...)

Example 25 presents the instance of using the verb in the passive voice *dilarang* ‘is prohibited’. The sentence has also the SVO structure where *notaris* (notary) is the subject and *menjalankan jabatan* is the verbal phrase, *di luar wilayah jabatannya* is the complement. The usage of the passive voice suggests a strong prohibition, which may be sometimes additionally strengthened by the adverb *keras* ‘strongly’. This construction is not used in the Codes but rather in street signs: *Dilarang keras untuk merokok* ‘smoking strongly prohibited’.

Example 26. An exemplary sentence with *tidak boleh* (‘cannot’)

Bapak dan ibu tidak boleh dipecaat, baik karena hal-hal tersebut pada nomor 4i dan nomor 5i, maupun karena tidak cakap.

The father and the mother **may not** either in the circumstances mentioned under 4 and 5, or upon grounds of incompetence be released [from prison].

The sentence in example 26 has a typical object focus structure, with *bapak dan ibu* ‘father and mother’ being a serial subject, *tidak boleh* being a negated permissive adverb *boleh* – thus gaining the prohibitive meaning and *dipecaat* being the verb in the passive voice followed by an explanatory complement clause.

Example 27. An exemplary sentence with *tidak dapat* (‘cannot, may not’, ‘is not able to’)

Pembaruan utang **tidak dapat** hanya dikira-kira; kehendak seorang untuk mengadakannya harus terbukti dari isi akta.

Debt novation **may not** be presumed; the intention to that effect must be obvious from the deed.

The above quoted provision encompasses a complex sentence with two SVO clauses. Thus it conveys two obligatory meanings: a prohibition to ‘presume debt novation’ and an obligation to prove one’s intention by filing a deed with the intention to do so.

Example 28. An exemplary sentence with *tidak bisa* (‘may not, cannot’ ‘is not able to’).

Ketetapan-ketetapan Pengadilan Negeri tentang perwalian tidak bisa dimintakan banding, kecuali jika ada ketentuan sebaliknya.

The decisions of the court of justice regarding the provisions for guardianships, **may not be** subjected to higher appeal unless otherwise stipulated.

The *tidak bisa* and *tidak dapat* constructions have synonymous meanings and both are rather mild expressions of prohibition.

In **English** legislation the following exponents of prohibition may be found (i) negation + modal verbs such as *shall not*, *may not* and *must not*.²⁰ We may also find negative sentences in simple present tense.

Two most frequently encountered exponents of prohibition are negations with modals *shall* and *may* used in sentences from examples 29 and 30 respectively.

Example 29. An exemplary sentence with *shall not*.

12A. A person subject to a disqualification order under 1986 c. 46. disqualification Part II of the Companies (Northern Ireland) Order S.I. 1989/2404 orders. 1989– (N.I. 18). (a) ***shall not*** be a director of a company, act as receiver of a company’s property or in any way, whether directly or indirectly, be concerned or take part in the promotion, formation or management of a company unless (in each case) he has the leave of the High Court of Northern Ireland, and (b) ***shall not*** act as an insolvency practitioner.”

Example 30. An exemplary sentence with *may not*.

The company ***may not obtain*** credit to the extent of £250 or more from a person who has not been informed that a moratorium is in force in relation to the company.

There is a typical exponent of prohibition used in example 30 that is the modal verb *may* followed by the negation and verb in bare infinitive.

Example 31. An exemplary sentence with simple present tense.

Section 389 ***does not apply*** to a person of nominees and acting, in relation to a voluntary arrangement proposed supervisors, or approved under Part I or Part VIII, as nominee or supervisor if he is authorized so to act.

The sentence above is a typical conditional sentence, which is also called an adverbial clause of condition, stating the dependence of some expressed circumstances on the state of affairs. The sentence conveys the meaning of prohibition expressed by zero conditional sentence where the verbs in both clauses are in simple present tense, and the prohibition is expressed by negation of the action, that is to say: *does not apply*.

Prohibition is usually expressed in **Polish** by: “(i) negation + deontic verbal expressions (*nie jest dopuszczalne* ‘is not admissible’, *nie ma prawa* ‘has no right’), (ii) negation + modal verbs (*nie + móc* ‘may not’), (iii) negation + modals connoting the infinitive (*nie wolno* ‘shall not’), (iv) negation + verbs in the present tense, indicative mood, and (v) negation + verbs in the future tense, indicative mood.”²¹ As it can be observed from the enumeration above the most common way to express prohibition is to use the negation of exponents of permission or obligation.

²⁰ Grzybek, Kaczmarek, Matulewska, *Deontic Modality*, op. cit.

²¹ Ibidem.

Example 32. An exemplary sentence with negation + a deontic verbal expression *nie jest dopuszczalne* ('is not admissible').

... przekazanie tej samej sprawy przez sąd powiatowy **nie jest dopuszczalne**.

... transfer of the same case by the poviát court **is inadmissible**.

Example 33. An exemplary sentence with negation + a deontic verbal expression *nie ma prawa* ('has no right').

*Jeżeli syndyk odstępuje od umowy, druga strona **nie ma prawa** do zwrotu spełnionego świadczenia, chociażby świadczenie to znajdowało się w masie upadłości.*

If the liquidator withdraws from a contract, the other party **has no right** to the return of the fulfilled performance even if the performance is in the insolvency estate.

Example 34. An exemplary sentence with negation + a deontic verbal expression *nie jest uprawniony* ('is not entitled').

*Organ egzekucyjny **nie jest uprawniony** do badania zasadności i wymagalności obowiązku objętego tytułem wykonawczym.*

The execution organ **is not entitled** to investigate the legitimacy and maturity of the duty for with the writ of execution has been given.

Example 35. An exemplary sentence with negation + a modal verb *nie + móc* ('may not').

*Pracownik **nie może** zrzec się prawa do wynagrodzenia ani przenieść tego prawa na inną osobę.*

The employee **may not** renounce his right to remuneration or to transfer his right unto another person.

Example 36. An exemplary sentence with negation + a modal connoting the infinitive *nie wolno* ('shall not').

*Właścicielowi **nie wolno** dokonywać robót ziemnych w taki sposób, żeby to groziło nieruchomościom sąsiednim ...*

The owner of the immovable **may not** carry out the earth works in a manner that would endanger the neighbouring immovables ...

Example 37. An exemplary sentence with a prohibitive expression *zabronione jest* ('it is prohibited').

***Zabronione jest** zatrudnianie osoby, która nie ukończyła 15 lat.*

It is prohibited to employ a person who is less than 15 years old.

Example 38. An exemplary sentence with negation + a verb in the present tense, indicative mood.

Nie zawiadamia się uczestnika, który na piśmie zrzekł się zawiadomienia.

The participant to the proceedings who renounced his right to be notified **shall not** be notified.

Example 39. An exemplary sentence with negation + a verb in the future tense, indicative mood.

Przed rozpoznaniem żądania osoby trzeciej sąd nie przystąpi do oględzin.

The court **will not carry out** an examination before the claim sought by the third party is heard.

The juxtaposition of exponents of prohibition is presented in Table 2.

Table 2. Exponents of prohibition in Korean, Indonesian, English and Polish legislation

금지조목[geumji jomok]	Larangan	Prohibitive clauses	Przepisy zakazujące
-지 아니하다[-ji anihada] 'not + be'	melarang 'to prohibit', dilarang 'it is prohibited',	shall not	nie 'not' + present tense indicative mood
-지 못하다[-ji motada] 'it is not allowed', 'may not', 'it is not admissible'	tidak boleh 'may not', tidak bisa 'cannot', 'may not'	may not	nie wolno 'is not allowed'
'it is not permitted'	tidak dapat 'cannot',	is not to be	nie może 'may not'
-르/을 수 없다[-eul su eopta] 'it is prohibited', 'it is forbidden'	'may not'	cannot	zabrania się 'it is prohibited', 'it is forbidden'
		must not	zakazuje się 'it is prohibited', 'it is forbidden'
			nie dopuszcza się 'it is not admissible'
			nie zezwala się 'it is not allowed'

Permission

In **Korean** legislation permission is expressed by adding to the stem of the verb or adjective the ending of the permissive auxiliary verb or adjective -르/을 수 있다 [-eul su itta]. Moreover, permission is expressed by adding the ending of auxiliary verb -르/을 권리가 있다 [-eul kwoliga itta] (expressing the following meaning: 'is entitled', 'to have a right').

Example 40. An exemplary sentence with -ㄹ/을 수 있다 [-eul su itta] ('may', 'it is allowed', 'it is admissible')

제26조 (관리인의 담보제공, 보수) ① 법원은 그 선임한 재산관리인으로 하여금 재산의 관리 및 반환에 관하여 상당한 담보를 제공하게 할 수 있다.

[je 26 jo (kwali-inui dambojegong, bosu) ① beopwon-neun geu seonimhan jaesan gwali-in euro hayeogeum jaesanui kwali mit banhwane ganhayeo sangdanghan damboreul jegonghage hal su itta.]

Article 26 (Security by Administrator and Remuneration for Administrator)

The court **may** require an administrator appointed by the court to furnish reasonable security for the management and return of the property.

This structure contains an expression indicating a certain way of doing something that is allowed or possibility. It is equivalent in function to the Polish *może* and English *may, it is allowed, it is admissible*. The structure is the following: -ㄹ/을 [-eul] (ending of the verb or adjective) + 수 [su] (bound noun) + 있다 [itta] (adjective which has a grammatical function similar to the Polish verbs 'być/mieć' and English 'be /have'). The suffix '-ㄹ' is used when the stem of a verb or adjective ends in a 'vowel'. And '-을' is used when the stem of a verb or adjective ends in a consonant.

Example 41. An exemplary sentence with -ㄹ/을 권리가 있다 [-eul kwoliga itta] ('is entitled', 'has a right')

제211조 (소유권의 내용) 소유자는 법률의 범위 내에서 그 소유물을 사용, 수익, 처분 할 권리가 있다.

[je 211 jo (soyugwonui naeyong) soyujaneun beomryul-ui beominae-eseo geu sojumureul sayong, suik, cheobunhal kwoliga itta.]

Article 211 (Contents of Ownership) An owner has the right, within the scope of law, to use, take the profits of, and dispose of, the article owned.

This structure is an expression indicating the authority to carry out any action or be in any state. The ending has the following structure -ㄹ/을 [-eul] (verb or adjective ending) + 권리가 [kwoliga] (noun 'right') + 있다 [itta] (adjective which has a grammatical function similar to the Polish verbs *być / mieć* and English *be / have*).

In **Indonesian** the following exponents of permission may be found in legislative texts:

- (i) *boleh* 'may' and its derivatives: *perbolehkan, memperbolehkan* 'to allow' and *diperbolehkan* 'is allowed',
- (ii) *dapat*, 'can', 'may'.

Although *izinkan*, *mengizinkan*, ‘to permit’, *diizinkan* ‘to be permitted’ which are derived from the noun *izin* ‘permission’ are also exponents of permission, in the corpora under scrutiny not a single usage of derivatives of *izin* were used as a standalone exponents of permission but were usually paired with other exponents of permission such as: *boleh* ‘may’ or *dapat* ‘can’, ‘may’, therefore no example of such usage has been analyzed.

Example 42. An exemplary sentence with *boleh* (‘may’).

*Daftar barang-barang atau inventaris itu **boleh** dibuat di bawah tangan.*

The inventory or the state description **may** also be drawn up privately.

The above sentence has a SVO structure expressed in the present tense. The adverb *boleh* alongside its verbal derivatives whose examples of usage have been quoted in the examples below are the most frequently used exponents of permission in the corpora, partially because they usually are a part of other exponents of permission, for example *boleh mengizinkan* (‘may permit’).

Example 43. An exemplary sentence with *memperbolehkan* (‘to allow’).

Pasal 1921 KUHper

*Terhadap suatu persangkaan menurut undang-undang, tidak boleh diadakan pembuktian, bila berdasarkan persangkaan itu undang-undang menyatakan batalnya perbuatan-perbuatan tertentu atau menolak diajukannya suatu gugatan ke muka Pengadilan, kecuali bila undang-undang **memperbolehkan** pembuktian sebaliknya, tanpa mengurangi ketentuan-ketentuan mengenai sumpah di hadapan Hakim.*

Article 1921 of the Indonesian Criminal Code

A valid inference exonerates the individual in favour of a person for whom it has been made without the need for any other evidence. In case that the ruling based upon such inference permits a claim to be filled in court, a counter evidence is permitted to be filed including a legal testimony under oath.

In the above example the exponent of permission is a part of a conditional sentence (starting with *kecuali bila*, ‘only if’). The verb itself is based upon the verb which has been derived upon an adverbial root *boleh* by adding the circumfix *memper...kan* that conveys the meaning of an undergoing process.

Example 44. An exemplary sentence with *diperbolehkan* (‘is permitted’).

Pasal 680 KUHper

*Barangsiapa mempunyai hak pengabdian pekarangan atas pemandangan atau penerangan, **diperbolehkan** membuat jendela atau penerangan sebanyak yang disukainya, tetapi setelah ia membuatnya atau menggunakan haknya, ia tidak boleh menambah jumlahnya.*

An individual who is entitled to the benefit of a servitude with regard to views or light, **shall be permitted** to install as many windows or lights as he wishes.

The above example contains two complex sentences, where the first one contains the actor expressed by the word *barang siapa* ‘whoever’ and an explanatory phrase beginning with the verb *mempunyai* ‘has’. *Diperbolehkan* is an exponent of permission that rarely occurred in the corpora. More often, this verbal derivate of the adverb *boleh* is used as an exponent of prohibition when proceeded by the negator *tidak* ‘no’.

In **English** legislation we usually encounter modal verbs *may* and deontic verbal expressions such as *is entitled to*, *has/have a right*.²²

Example 45. An exemplary sentence with *may*.

In the circumstances specified in sections 7 and 8 the Secretary of State **may** accept a disqualification undertaking, that is to say an undertaking by any person that, for a period specified in the undertaking, the person – (a) will not be a director of a company, act as receiver of a company’s property or in any way, whether directly or indirectly, be concerned or take part in the promotion, formation or management of a company unless (in each case) he has the leave of a court, and (b) will not act as an insolvency practitioner

The modal verb *may* is the most frequently encountered exponent of permission (cf. Biel 2014). It occurs in both single and compound sentences.

Example 46. An exemplary sentence with *is entitled to*.

The Authority **is entitled to** be heard on any application to the court for leave under paragraph 20(2) or 20(3) (disposal of charged property, etc.).

The right which is granted upon somebody is usually expressed by the deontic expression *be entitled to* in sentences where the authorizing agent is not revealed and the person upon whom the rights are conferred is the subject of the sentence.

Example 47. An exemplary sentence with *has/have a right*.

The bankrupt **has** the following **rights** as against the trustee of his estate- (i) if in occupation, a right not to be evicted or excluded from the dwelling house or any part of it, except with the leave of the court ...

Analogously to the previous example the expression *have a right* is used in both simple and compound sentences in which the person enjoying some rights is the subject

²² Grzybek, Kaczmarek, Matulewska, *Deontic Modality*, op. cit.

of the sentence and the authority granting the rights is usually not revealed in the surface structure of the sentence.

The following exponents of permission may be found in **Polish** legislation “(i) deontic verbal expressions (*ma prawo* ‘has/have a right’, *jest uprawniony* ‘is entitled’, *jest dopuszczalne* ‘is admissible’), and (ii) modal verbs (*móc* ‘may’)”.²³

Example 48. An exemplary sentence with a deontic verbal expression *ma prawo* (‘has/have a right’).

Kurator ma prawo przeglądać księgi i dokumenty upadłego banku.

A guardian **has a right** to inspect all books and documents of the insolvent bank.

Example 49. An exemplary sentence with a deontic verbal expression *jest uprawniony* (‘is entitled’).

Kurator ... jest uprawniony do zawarcia umowy o przeniesienie portfela ubezpieczeń ...

The guardian ... **is entitled** to conclude the contract transferring the insurance portfolio ...

Example 50. An exemplary sentence with a deontic verbal expression *jest dopuszczalne* (‘is admissible’).

Sprzedaż, o której mowa w niniejszym dziale, na rzecz podmiotów wskazanych w art. 128 dopuszczalna jest wyłącznie po cenie sprzedaży nie niższej niż cena oszacowania.

The sale specified under this division on behalf of entities listed under art. 128 **is admissible** solely for the price not lower than the valuation price.

Example 51. An exemplary sentence with the modal verb *móc* (‘may’).

Zawarcie umowy sprzedaży może nastąpić wyłącznie po wpłaceniu przez nabywcę całej ceny do masy upadłości ...

The conclusion of the contract **may** take place solely after the payment of the whole price by the purchaser into the insolvency estate ...

The juxtaposition of exponents of permission is presented in Table 3.

²³ Ibidem.

Table 3. Exponents of permission in Korean, Indonesian, English and Polish legislation

허가/가능조목 [heoga/ganeun jomok]	Izin	Empowering clauses	Przepisy pozwalające
-르/을 수 있다 [-eul su itta] 'may', 'it is allowed', 'it is admissible'	boleh 'may' diperbolehkan 'is permitted' dapat 'may', bisa 'can', 'may'	may is permitted	może 'may' jest uprawniony 'is entitled' ma prawo 'has a right' wolno jest 'is allowed' dopuszcza się 'is admissible' zezwała się 'it is allowed'
-르/을 권리가 있다 [-eul kwoliga itta] 'is entitled', 'has a right'			

Although the above signifiers of deontic modality used in Korean, Indonesian, English and Polish statutory instruments are not total equivalents of each other, they are in fact mutual translative equivalents in the legal context.

Conclusions

It should be stressed here that the exponents of obligation, prohibition and permission juxtaposed in the tables 1–3 above are sufficient translative equivalents for the purposes of legal translation. It is due to the fact that in normative texts (legislation) the following modal meanings may be encountered: duty to do something (obligation), duty to refrain from doing something (prohibition) and permission. It is not the exponent of deontic modality which affects the meaning in the first place but the legal force and effect of the text itself. If a given sentence is placed in the binding part of the legislation than it conveys the deontic meaning. If it is placed in a non-binding part of the text, it does not constitute the right or duty and consequently does not convey the meaning of obligation, prohibition or permission. Though in the latter case it may be a recommendation. Legal texts are incredibly context-dependent as far as their meanings are concerned. The Polish finite and non-finite modals connoting the infinitive (*należy, powinien* 'should') may serve as an example here. Even though they convey the meaning of recommendation in general language, in legislations they are constructed in the process of law enforcement as strong exponents of obligation. The issue open for further analysis is the frequency of occurrence of specific exponents of deontic modality described hereinabove. Having that quantitative information one may draw conclusions concerning the degree of equivalence between particular exponents based on their frequencies.

To sum up, it seems necessary to broaden the research in the future by verifying the obtained results with detailed quantitative analyses for those four languages. Such analyses may enable to decide which exponents of deontic modality are most frequently used in legislation of a given country and thus may help determine which pairs are more

equivalent in the respect of usage. Nevertheless, as the qualitative analysis of the meanings conveyed by each exponent has been the main object of that research, the juxtapositions of exponents in Korean, Indonesian, English and Polish presented in this paper may be treated as sufficiently equivalent in respect to their meanings.

References

- Alwi Hasan, *Modalitas dalam Bahasa Indonesia*, Penerbit Kanisius, Yogyakarta 1990.
- Bañcerowski Jerzy, Aleksandra Matulewska, *Towards the Foundations of Legilinguistic Translatology*, in: *Studia nad systemem ochrony prawnej. Księga jubileuszowa dedykowana Profesorowi Feliksowi Zedlerowi*, Wolters Kluwer, Warszawa 2012, pp. 1225–1261.
- Bañcerowski Jerzy, Jerzy Pogonowski and Tadeusz Zgółka, *Wstęp do językoznawstwa*, Wydawnictwo UAM, Poznań 1982.
- Biel Łucja, *Lost in the Eurofog: The Textual Fit of Translated Law*; Studies in Language, Culture and Society (Series) 2, Peter Lang Publishing House, Frankfurt am Main 2014.
- Brown Keith, Jim Miller and R.E. Asher (eds.), *Concise Encyclopedia of Grammatical Categories*, Elsevier, Amsterdam 1999.
- Coates Jennifer, *The Semantics of the Modal Auxiliaries*, Croom Helm, London and Canberra 1983
- Delisle Jean (et al., ed.), *Translation Terminology*, John Benjamins Publishing Company, Amsterdam/Philadelphia 1999.
- Downing Angela and Philip Locke, *A University Course in English Grammar*, Psychology Press, London 2002.
- Galdia Marcus, *Legal Linguistics*, Peter Lang, Bern 2009.
- Gotti Maurizio and Christopher Williams (eds.), *Legal Discourse Across Languages and Cultures. Linguistic Insights* (Series), vol. 117, Peter Lang, Bern 2010.
- Grzegorzczkowska Renata, *Wprowadzenie do semantyki językoznawczej*, PWN, Warszawa 2001.
- Grzybek Joanna, Karolina Kaczmarek, and Aleksandra Matulewska, *Deontic Modality in Legilinguistic Translation*, in: *Studia nad systemem ochrony prawnej. Księga jubileuszowa dedykowana Profesorowi Feliksowi Zedlerowi*, Wolters Kluwer, Warszawa 2012, pp. 1262–1308.
- Hasanuddin, *Ensiklopedi Kebahasaan Indonesia*, Angkasa, Bandung 2009.
- Jędrzejko Ewa, *O tzw. wewnętrznej i zewnętrznej konieczności i jej podstawowych wykładnikach leksykalnych*, “Polonica” 13 (1988), pp. 17–27.
- Jędrzejko Ewa, *Semantyka i składnia polskich czasowników deontycznych*, Ossolineum, Wrocław 1987.
- Joseph John E., *Indeterminacy, Translation and the Law. Translation and the Law*, in: Marshall Morris (ed.), *Translation and the Law*, John Benjamins, Amsterdam and Philadelphia 1995, pp. 13–36.
- Kaczmarek Karolina, Aleksandra Matulewska and Przemysław Wiatrowski, *Translacyjne aspekty wyrażania nakazu w polskich, angielskich i węgierskich aktach normatywnych*, “Scripta Neophilologica Posnaniensia”, vol. IX, Wydział Neofilologii UAM, Poznań 2008, pp. 163–184.
- Kiefer, Ferenc, *Modality*, in: Keith Brown, Jim Miller and R.E. Asher (eds.), *Concise Encyclopedia of Grammatical Categories*, Elsevier, Amsterdam 1999.
- Kielar Barbara Zofia and Joanna Miler, *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*, Wydawnictwo TEPIS Polskiego Towarzystwa Tłumaczy Ekonomicznych, Prawniczych i Sądowych, Warszawa 1993, pp. 41–53.
- Kierzkowska Danuta (ed.), *Kodeks Tłumacza Przysięgłego z komentarzem*, Wydawnictwo TEPIS Polskiego Towarzystwa Tłumaczy Ekonomicznych, Prawniczych i Sądowych, Warszawa 2005.
- Kierzkowska Danuta, *Tłumaczenie prawnicze*, Wydawnictwo TEPIS Polskiego Towarzystwa Tłumaczy Ekonomicznych, Prawniczych i Sądowych, Warszawa 2002.

- Knoppek Krzysztof, Paweł Grzegorzczak and Marcin Walasik (eds.), *Studia nad systemem ochrony prawnej. Księga jubileuszowa dedykowana Profesorowi Feliksowi Zedlerowi*, Wolters Kluwer, Warszawa 2012.
- Lewandowska-Tomaszczyk Barbara, *Podstawy językoznawstwa komputerowego*, Wydawnictwo Uniwersytetu Łódzkiego, Łódź 2005.
- Lizisowa Maria Teresa, *Komunikacyjna teoria języka prawnego*, Wydawnictwo Naukowe Contact, Poznań 2016.
- Lyons John, *Semantyka*, vol. 1–2, PWN, Warszawa 1989.
- Matilla Heikki, *Comparative Legal Linguistics*, Ashgate, Hampshire 2006.
- Matulewska Aleksandra, *Deontic Modality and Modals in the Language of Contracts*, “Comparative Legilinguistics”, 2 (2010), pp. 75–92.
- Michalska Anna and Sławomira Wronkowska, *Zasady tworzenia prawa*, Wydawnictwo Naukowe UAM, Poznań 1983.
- Neubert Albrecht, *Textlinguistics of Translation: The Textual Approach to Translation*, in: *Translation Horizons Beyond the Boundaries of Translation Spectrum. Translation Perspectives IX*, Center for Research in Translation, Binghamton 1996, pp. 87–105.
- Palmer Frank, *Mood and Modality: Basic Principles*, in: *Concise Encyclopedia of Grammatical Categories*, Elsevier, Amsterdam 1999.
- Pisarska Alicja and Teresa. Tomaszewicz, *Współczesne tendencje przekładowe*, Wydawnictwo UAM, Poznań 1996.
- Radwański Zbigniew, *Prawo cywilne – część ogólna*, C.H. Beck, Warszawa 2005.
- Roald Jan and Sunniva Whittaker, *Verbalisation in French and Norwegian Legislative Texts: A Contrastive Case Study*, in: *Legal Discourse Across Languages and Cultures. Linguistic Insights 117*, Peter Lang, Bern 2010, pp. 95–107.
- Rytel Danuta, *Leksykalne środki wyrażania modalności w języku czeskim i polskim*, Ossolineum, Wrocław 1982.
- Salkie Raphael, *Degrees of Modality*, in: *Modality in English Theory and Description*, Mouton de Gruyter, New York 2009.
- Salkie Raphael, Pierre Bussutil and Johan van der Auwera (eds.), *Modality in English Theory and Description*, Mouton de Gruyter, New York 2009.
- Stawewski Tomasz and Piotr Winczorek, *Wstęp do prawoznawstwa*. C.H. Beck, Warszawa 2002.
- Venuti Lawrence and Mona Baker (eds.), *The Translation Studies Reader*, Routledge, London/New York 2001.
- Vermeer Hans J., *Skopos and Commission in Translational Action*, in: *The Translation Studies Reader*, Routledge, London/New York 2001, pp. 221–232.
- Wright Georg Henrik von, *Deontic Logic*, in: *Mind, New Series*, vol. 60, No. 237. (January 1951), <http://www.wnswz.strony.ug.edu.pl/von%20wright,%20deontic%20logic.pdf> [2.04.2017].
- Wróbel Henryk, *O modalności*, “Język Polski”, 3–5, (1991), pp. 260–270.
- Wronkowska Sławomira and Maciej Zieliński, *Problemy i zasady redagowania tekstów prawnych*, Urząd Rady Ministrów, Warszawa 1993.
- Wronkowska Sławomira and Maciej Zieliński, *Zasady techniki prawodawczej*, Wydawnictwo Sejmowe, Warszawa 1997.
- Zieliński Maciej, *Wykładnia prawa. Zasady. Reguły. Wskazówki*. Wydawnictwo Prawnicze Lexis Nexis, Warszawa 2002.

Corpus of English legislation

Apart from the results obtained by Biel (2014) the English corpus analyzed by the authors included the following legislation:

Act IV of 1978 on the Criminal Code. Viewed June 2017, <<http://www.legislationline.org>>.

Childcare Act 2006. Viewed June 2017, <http://www.legislation.gov.uk/ukpga/2006/21/contents>.

- Insolvency Act 1986*. Viewed June 2017, <http://www.legislation.gov.uk/ukpga/1986/45/contents>.
- Law of Property Act 1925*. Viewed June 2017, <http://www.legislation.gov.uk/ukpga/Geo5/15-16/20>.
- Louisiana Civil Code*. Viewed June 2017, <http://www.legis.state.la.us/lss/lss.asp?folder=67>.
- Louisiana Code of Civil Procedure*. Viewed June 2017, <http://www.legis.state.la.us/lss/lss.asp?folder=68>.
- Uniform Commercial Code*. Viewed June 2017 <<http://www.law.cornell.edu/ucc>>
- Civil Procedure Rules*. Viewed June 2017, <https://www.justice.gov.uk/courts/procedure-rules/civil>.
- Uniform Commercial Code: Funds Transfers Chapter 670. The 2017 Florida Statutes*. Viewed June 2017, http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0600-0699/0670/Sections/0670.207.html.
- Criminal Procedure Rules 2011*. Viewed June 2017, <https://www.legislation.gov.uk/uksi/2011/1709/contents/made>.
- Company Directors Disqualification Act 1986*. Viewed June 2017, <https://www.legislation.gov.uk/ukpga/1986/46/contents>.

Corpus of Polish legislation

Apart from the results obtained by Biel (2014) who analyzed the corpus of over 50 Polish acts, the authors have investigated the following acts to excerpt relevant examples:

- Polish Code of Commercial Partnerships and Companies of 15th September 2000* [Ustawa z dnia 15 września 2000 r. Kodeks spółek handlowych]. Viewed June 2013 of Kancelaria Sejmu, <http://isap.sejm.gov.pl/DetailsServlet?id=WDU20000941037>.
- Polish Civil Code of 1964 of 23 April 1964* [Ustawa Kodeks Cywilny z dnia 23 kwietnia 1964 r.]. Viewed April 2015 of Kancelaria Sejmu, <http://isap.sejm.gov.pl/DetailsServlet?id=WDU19640160093>.
- Polish Code of Civil Procedure of 17 November 1964* [Ustawa Kodeks postępowania cywilnego z dnia 17 listopada 1964 r.]. Viewed April 2015 of Kancelaria Sejmu <http://isap.sejm.gov.pl/DetailsServlet?id=WDU19640430296>.
- Polish Code of Labour of 26 June 1974* (Ustawa z dnia 26 czerwca 1974 r. Kodeks pracy). Viewed June 2017 of Kancelaria Sejmu, <http://isap.sejm.gov.pl/DetailsServlet?id=WDU19740240141>.
- Polish Code of Criminal Procedure of 6 June 1997* (Ustawa z dnia 6 czerwca 1997 r. – Kodeks postępowania karnego). Viewed June 2017 of Kancelaria Sejmu, <http://isap.sejm.gov.pl/DetailsServlet?id=WDU19970890555>.
- Polish Act of 28th February 2003 Law of Insolvency and Rehabilitation* [Ustawa z dnia 28 lutego 2003. Prawo upadłościowe i naprawcze]. Viewed June 2013 of Kancelaria Sejmu, <http://isap.sejm.gov.pl/DetailsServlet?id=WDU20030600535>.
- Polish Act of 28th July 2005 on the amendment of the Code of Civil Procedure* [Ustawa z dnia 28 lipca 2005 r. o zmianie Ustawy – Kodeks postępowania cywilnego]. Viewed April 2015 of Kancelaria Sejmu, <http://isap.sejm.gov.pl/DetailsServlet?id=WDU20051781478>.
- Polish Act of 28th February 2003 Law of Insolvency* [Ustawa z dnia 28 lutego 2003. Prawo upadłościowe]. Viewed June 2017 of Kancelaria Sejmu <http://prawo.sejm.gov.pl/isap.nsf/DocDetails.xsp?id=WDU20030600535>.
- Polish Act of 15 May 2015 – Restructuring Law* [Ustawa z dnia 15 maja 2015 r. – Prawo restrukturyzacyjne] Viewed April 2015, <http://dziennikustaw.gov.pl/du/2015/978>.

Corpus of Korean legislation

- Civil Code of the Republic of Korea* (민법 [시행 2013.7.1.] [법률 제11300호, 2012.2.10., 일부개정] 법무부(법무심의관실) 02-2110-3164~5. English language version viewed June 2016 <<http://www.moleg.go.kr/english/korLawEng?pstSeq=52674>>, Korean language version Viewed June 2016, <http://www.law.go.kr/lsSideInfoP.do?lsiSeq=122983&joNo=0936&joBrNo=00&docCls=jo&urlMode=lsScJorlInfoR>.

Corpus of Indonesian legislation

Kitab Undang-Undang Perdata (Afgekondigd bij publicatie van 30 April 1847 S. No. 23) Trilingual Indonesian Civil Code, Viewed December 2017, <http://www.kuhper.com/Trilingual%20Indonesian%20Civil%20Code.pdf>.

Penal Code of the Republic of Indonesia *Kitab Undang-Undang Perdata* (UU RI no. 27/1999) Official English Translation of the Indonesian Penal Code, Viewed December 2017, https://www.unodc.org/res/cld/document/idn/indonesian_penal_code_html/I.1_Criminal_Code.pdf.

Undang-Undang Dasar 1945 [Constitution of the Republic of Indonesia] Viewed December 2017 <http://www.dpr.go.id/jdih/uu1945> Undang Nomor 30 Tahun 2004 Tentang Jabatan Notaris [Indonesian Notary Act] Viewed December 2017, <http://bit.ly/2EXRYR9>.

The translations from Korean into English were taken from the official translation approved by the Korean government. The translations from Indonesian into English were rendered by Daria Zozula. The translations from Polish into English, unless otherwise stated, were rendered by Aleksandra Matulewska.