

# A PARAMETRIC DESCRIPTION OF DEONTIC MODALITY IN THE POLISH AND SPANISH CIVIL CODES

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**Abstract:** The article presents a parameter-based method of description of deontic modality in the Polish and Spanish civil codes. The described units are clauses conveying deontic meanings: obligativity, prohibitivity, permissivity and immunity. The clauses are excerpted from the corpus on the basis of criteria proposed for this purpose. Clauses conveying deontic meanings are characterized by various properties. Homogeneous properties are classified into parameters (dimensions). As a theoretical framework for a consistent description of the clauses, eight parameters have been proposed on the basis of an analysis of all clauses conveying deontic meanings. The method proposed for describing clauses conveying deontic meanings makes it possible to characterize them systematically and compare them intra- and interlingually. The comparison of the clauses also enables the entire texts of the Polish and Spanish civil codes to be compared.

## OPIS PARAMETRYCZNY MODALNOŚCI DEONTYCZNEJ W POLSKIM I HISZPAŃSKIM KODEKSIE CYWILNYM

**Abstrakt:** Artykuł przedstawia parametryczny (bazujący na wymiarach) aparat teoretyczny służący do systematycznego opisu modalności deontycznej w polskim i hiszpańskim kodeksie cywilnym. Jednostkami opisu są zdania przenoszące następujące znaczenia deontyczne: obligatorywność, prohibywność, permisywność i immunitarność. Zdania te wyodrębniono z kodeksu na podstawie zaproponowanych kryteriów. Zdania wykazują cechy różnego rodzaju. Cechy, które są ze sobą porównywalne, czyli tego samego rodzaju, pogrupowane zostały w zbiory nazywane parametrami. Na podstawie analizy wszystkich zdań przenoszących znaczenia deontyczne zaproponowano osiem wymiarów. Zaproponowana metoda pozwala porównywać zdania przenoszące znaczenia deontyczne ze sobą zarówno w obrębie jednego języka, jak i między oboma językami. To z kolei pozwala na systematyczne porównanie całych tekstów polskiego i hiszpańskiego kodeksu cywilnego.

## 1. Introduction

Deontic modality, that is modality related to such meanings as obligation, prohibition or permission, is a crucial concept in legal language. The aim of this study<sup>13</sup> is to provide a systematic description and comparison of deontic modality in the texts of the Polish and Spanish civil codes, a subject which has not yet been studied sufficiently, especially in comparative perspective. In order to describe deontic modality in the Polish and Spanish civil codes systematically, a new parameter-based methodology will be proposed in this paper. The employed method is synchronic and descriptive. The study concerns two domains, law and language, however, the description of clauses conveying deontic meanings is carried out with the use of the theoretical apparatus of linguistics. The corpus of texts under investigation includes the Spanish and Polish civil codes. However, since the Spanish Civil Code also contains regulations concerning family law, which in Poland form a separate code (The Family and Guardianship Code), these parts of the Spanish Civil Code are excluded from the analysis. These are: titles (títulos) IV, V, VI, VII, X of Book I (Libro Primero) and title III of Book IV (Libro Cuarto).

## 2. General remarks about deontic modality

As a linguistic category, modality (*modus*) can be conceived of as one of the obligatory components of a clause, along with the propositional content (*dictum*). The *modus* expresses the attitude of a speaker toward the *dictum*, i.e. the content of the statement. The *modus* and the *dictum* always co-occur with one another (Karolak 1999, 121). The concept of modality in language is complex and has been defined and classified in various ways (e.g. Rytel 1982, Jędrzejko 1987, Lyons 1977, Palmer 1998, Portner 2009). Usually, alethic, epistemic, and deontic modalities are distinguished. Deontic modality has been defined in various ways. As Jędrzejko puts it, it „refers to the world of norms and judgements and concerns actions of human beings which are imposed on them or allowed to them by virtue of the will of an individual or collective actor”<sup>14</sup> (Jędrzejko 1987, 19). According to Lyons, deontic modality refers to “the necessity or possibility of acts performed by morally responsible agents” (Lyons 1977, 823). As understood by Rytel, this modality “expresses an assessment of an event by means of specifying obligation, prohibition or permission thereof”<sup>15</sup> (Rytel 1982, 83). In the opinion of many other scholars, it defines what is good or wrong according to a specific system of rules (e.g. Portner 2009, 15). “Deontic modality also implies an authority, or ‘deontic source’ – which may be a person, a set of rules, or something as vague as a social norm – responsible for imposing the necessity (obligation) or granting the possibility (permission)” (Depraetere and Reed 2006, 274). In the case of legal language, this deontic source is always a legislator.

In order to describe deontic modality, concepts of “deontic necessity” and “deontic possibility” can be used, which can both be negated (Palmer 1998, 98-99).

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<sup>13</sup> This article presents a part of the results of my research which is presented in detail, however only in Polish, in the book *Modalność deontyczna w języku prawnym na przykładzie polskiego i hiszpańskiego kodeksu cywilnego* (Nowak-Michalska 2012).

<sup>14</sup> “odnosi się do świata norm i ocen i dotyczy działań człowieka, które z woli indywidualnego lub zbiorowego sprawcy są mu nakazane lub dozwolone”.

<sup>15</sup> “wyraża ocenę zdarzenia poprzez stwierdzenie jego obowiązku, zakazu i przyzwolenia”.

Negated possibility results in the absence of possibility, i.e. prohibition, and negated obligation results in the absence of obligation. These are the four deontic meanings that can be conveyed by clauses. They will be referred here to as:

- (i) obligativity (deontic necessity, obligation),
- (ii) prohibitivity (absence of deontic possibility, prohibition),
- (iii) permissivity (deontic possibility, permission) and
- (iv) immunity (absence of deontic necessity, absence of obligation).

### 3. Method of the analysis

The units described in this study are clauses conveying one of the four deontic meanings introduced above. They have been excerpted from the corpus as a result of an analysis of all clauses contained in the texts of the Polish and Spanish civil codes.

A clause is conceived of as a syntagm<sup>16</sup> containing one predicate (Bańcerowski et al. 1982, 293)<sup>17</sup>. Only main clauses and non-restrictive relative clauses are taken into consideration in this study. The linguistic means of signifying various modal meanings, which are here referred to as signifiers<sup>18</sup>, used in legal language differ from those occurring in general language. For example the imperative mood is not used in legal language. This is one of the reasons why it is interesting to investigate deontic modality in legal texts in detail. The deontic meanings can be signified by various signifiers: by the grammatical forms of words, by special words, special syntagms, or context alone.

In the present description, auxiliaries used in periphrastic forms are not considered to be words but interpreted as parts of them; for instance, Polish *jest zobowiązany* '(he/she) is obligated' is described as one word. Periphrastic passive forms of verbs are categorized as verbs; for instance, *jest zobowiązany* is described as a passive verb (its active form being *zobowiązać* 'to obligate'). By contrast, the synonymous expression *jest obowiązany* is categorized as an adjective because there is no corresponding active verb (*\*obowiązać*) in contemporary Polish.

Within a deontic clause, various semantic categories can be distinguished which will be used in the analysis:

- (i) the deontic action, i.e. the action to which the deontic modality applies, in other words: the action which is the object of obligation, prohibition, permission or lack of obligation;
- (ii) the agent of the deontic action, i.e. the entity which, according to law, has to/does not have to/may or may not perform the deontic action;
- (iii) the patient of the deontic action.

These categories are exemplified in the following clause:

#### Example. 1.

*Art. 892. El testador (agent of the deontic action) podrá nombrar (deontic action) uno o más albaceas (patient of the deontic action).*

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<sup>16</sup> A syntagm is a grammatical expression composed of at least two words (Bańcerowski et al. 1982, 192).

<sup>17</sup> The thematic-rhematic structure of a clause is not taken into consideration in this description.

<sup>18</sup> The term 'signifier' is taken from (Bańcerowski 2008, 236, 239).

[The testator (agent of the deontic action) can appoint (deontic action) one or more executors (patient of the deontic action)]<sup>19</sup>.

For some clauses, the category of modal causer is also distinguished. It is understood as a fact – an entity, an action or a state of affairs – that causes a deontic situation. It is illustrated below:

Example 2:

*Art. 1295. La rescisión (modal causer) obliga a la devolución (deontic action) de las cosas (deontic patient) que fueron objeto del contrato con sus frutos, y del precio con sus intereses; (...)*

[Rescission (modal causer) obligates one to return (deontic action) the things (deontic patient) which constituted the subject of the contract, together with their fruits and the price thereof with interest].

In the present study, only clauses in which the deontic action is explicitly expressed are taken into consideration. The *dictum* of such a clause always includes a deontic action and its agent (and, facultatively, other elements). As we are interested in the linguistic means of signifying deontic meanings, clauses from which the deontic action can only be deduced, without being explicitly expressed, have been excluded from the analysis. Therefore, for instance, the following clause is not taken into consideration:

Example 3:

*Art. 1527 El deudor, que antes de tener conocimiento de la cesión satisfaga al acreedor, quedará libre de la obligación.*

[The debtor who, prior to becoming aware of the assignment, pays the creditor, shall **be released from the obligation**].

Only clauses which contain verbs denoting a volitional action are understood as conveying deontic meanings because one cannot force or allow someone to do something which is beyond control of his or her will. Consequently, the following clause is not considered deontic:

Example 4:

*Art. 982. Para que en la sucesión testamentaria tenga lugar el derecho de acrecer, se requiere: (...) 2. Que uno de los llamados muera antes que el testador, o que renuncie la herencia, o sea incapaz de recibirla.*

[The following is required for the right of accretion to occur in testamentary successions: (...) 2. **One of the persons called must die** before the testator, reject the inheritance, or be incapable of receiving it].

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<sup>19</sup> The English translations of the Spanish clauses are based, with modifications, on the translation of the Spanish Civil Code by Sofía de Ramón-Laca Clausen published by the Spanish Ministry of Justice in 2009: <http://www.mjusticia.gob.es/cs/Satellite/es/1288774502225/TextoPublicaciones.html>. Phrases in brackets with the description 'literally' are added by the author of the paper.

#### 4. Proposed parameters for a description of clauses conveying deontic meanings

Clauses conveying deontic meanings show, or are characterized by, various properties. Homogeneous properties are classified into parameters (dimensions). As a theoretical framework for a consistent description of the clauses, eight parameters have been proposed based on an analysis of all clauses conveying deontic meanings that occur in the corpus. If a clause is uncharacterizable by any property from a particular parameter, it is described as showing the property 'INDEFINABILITY' (which, for the sake of brevity, is not repeated in the description of every parameter).

##### 4.1. Parameter 1. Kind of deontic meaning

This parameter contains the following properties:

{OBLIGATIVITY, PROHIBITIVITY, PERMISSIVITY, IMMUNITIVITY}

These properties are illustrated in the following examples:

OBLIGATIVITY:

###### Example 5:

*Art. 537 § 2. Sprzedawca, który otrzymał cenę wyższą od ceny sztywnej, obowiązany jest zwrócić kupującemu pobraną różnicę.*

[A vendor who has received a price higher than the fixed price **shall** refund the difference to the buyer<sup>20</sup>].

###### Example 6:

*Art. 1500. El comprador está obligado a pagar el precio de la cosa vendida en el tiempo y lugar fijados por el contrato.*

[The purchaser **is obliged to pay** the price of the things sold in the time and place set forth in the contract].

PROHIBITIVITY:

###### Example 7:

*Art. 944. § 2. Testamentu nie można sporządzić ani odwołać przez przedstawiciela.*

[A testament **may neither be made nor revoked** by a representative].

###### Example 8:

*Art. 1557. El arrendador no puede variar la forma de la cosa arrendada.*

[The lessor **may not alter** the form of the thing subject to the lease].

PERMISSIVITY:

###### Example 9:

*Art. 109<sup>7</sup>. § 1. Prokura może być w każdym czasie odwołana.*

[Procuration **may be revoked** anytime.]

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<sup>20</sup> English translation of the Polish clauses, made available to me by Aleksandra Matulewska, have been rendered by Iwona Grenda, Tomasz Żebrowski and Aleksandra Matulewska.

Example 10:

*Art. 892. El testador **podrá nombrar** uno o más albaceas.*  
[The testator **can appoint** one or more executors].

IMMUNITIVITY:

Example 11:

*Art. 394. (...) **obowiązek** zapłaty sumy dwukrotnie wyższej **odpada**.*  
[ (...) **the duty** to pay twice the value of the earnest **shall be extinguished**].

Example 12:

*Art. 1045. **No han de traerse a colación y partición** las mismas cosas donadas, sino su valor al tiempo en que se evalúen los bienes hereditarios.*  
[**It is not required to bring to collation** the things which were given themselves, but their value at the time of appraisal of the estate].

Since an exemplification of all the properties contained in all the parameters would occupy too much space, two clauses, one from the Polish Civil Code (Ex. 13) and another from the Spanish Civil Code (Ex. 14), have been chosen that will be characterized with respect to every parameter<sup>21</sup>:

Example 13:

*Art. 839. Przechowawcy nie wolno używać rzeczy bez zgody składającego, chyba że (...)*  
[A keeper shall not (more literally: *It is not allowed for the keeper to*) use the thing without the consent of a depositor, unless (...)].

Example 14:

*Art. 1286. Las palabras que puedan tener distintas acepciones serán entendidas en aquella que sea más conforme a la naturaleza y objeto del contrato.*  
[Words which may have different meanings shall be understood in the meaning which is most in accordance with the nature and subject matter of the agreement].

With respect to parameter 1, the clause of example 13 shows the property PROHIBITIVITY and the clause of example 14 – OBLIGATIVITY.

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<sup>21</sup> For more examples see (Nowak-Michalska 2012).

## Parameter 2. Semantic category of the subject

This parameter reflects the variety of semantic categories which can function as the subject of a deontic clause. The subject can be a word denoting the agent or the patient of the deontic action, the deontic action itself, or some other concept. There are also clauses that have no subject at all.

This parameter contains the following properties:

{AGENT AS THE SUBJECT, PATIENT AS THE SUBJECT, DEONTIC ACTION AS THE SUBJECT, QUALIFICATUM OF THE SYNTAGM WHICH IS THE SIGNIFICATOR AS THE SUBJECT, MODAL CAUSER AS THE SUBJECT, AGENT OF THE MODAL CAUSER AS THE SUBJECT, SUBJECTLESS CLAUSE}

With respect to this parameter the clause of example 13 shows the property SUBJECTLESS CLAUSE and the clause of example 14 – PATIENT AS THE SUBJECT (*palabras* ‘words’).

## 4.2. Parameter 3. Means of signifying the deontic meaning

The deontic meaning can be signified, for instance, by the context alone, by special verbs, adjectives, substantives, or various syntagms (with or without negation). Since the particular signifiers of deontic modality are numerous, they are grouped into broader categories. Besides making the description more transparent, this solution makes it also possible to compare Polish and Spanish clauses with respect to this parameter.

This parameter contains the following properties:

{CONTEXT WITHOUT NEGATION, CONTEXT WITH NEGATION  
PROPER ACTIVE VERB WITHOUT NEGATION, PROPER ACTIVE VERB WITH NEGATION  
PROPER PASSIVE VERB WITHOUT NEGATION, PROPER PASSIVE VERB WITH NEGATION  
IMPROPER VERB WITHOUT NEGATION, IMPROPER VERB WITH NEGATION  
ADJECTIVE WITHOUT NEGATION, ADJECTIVE WITH NEGATION  
VERBO-VERBAL SYNTAGM<sup>22</sup> WITHOUT NEGATION, VERBO-VERBAL SYNTAGM WITH NEGATION  
VERBO-SUBSTANTIVAL SYNTAGM WITHOUT NEGATION, VERBO-SUBSTANTIVAL SYNTAGM WITH NEGATION  
SUBSTANTIVO-VERBAL SYNTAGM WITHOUT NEGATION, SUBSTANTIVO-VERBAL SYNTAGM WITH NEGATION  
SUBSTANTIVO-ADJECTIVAL SYNTAGM WITHOUT NEGATION  
SYNTAGM WITH MORE THAN TWO COMPONENTS}

With respect to this parameter the clause of example 13 shows the property IMPROPER VERB WITH NEGATION (*‘nie wolno’*) and the clause of example 14 – CONTEXT WITHOUT NEGATION.

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<sup>22</sup> The first part of the name of a syntagm refers to the qualificatum, i.e. the qualified word, the second one to the qualifier, i.e. the qualifying word.

The property termed CONTEXT refers to those clauses which do not contain explicitly expressed deontic signifiers; it is only the context in which they occur – in this case it is the context of a normative text – that makes them interpretable as deontic. Outside the context of a normative text such clauses would not be deontic but only informative (their modality would be assertoric). Admittedly, the context of a normative text applies to every clause occurring in the civil code; however, in some clauses there are also other, special signifiers of deontic modality.

In order to illustrate how diversified and numerous the signifiers of deontic modality are, the signifiers of two deontic meanings, OBLIGATIVITY and IMMUNITIVITY, used in clauses in which the subject is the agent of the deontic action are presented in the tables below<sup>23</sup>.

Symbols used in the tables:

P – present tense

F – future tense

\* – rare signifiers

Table 1. Signifiers of obligativity used in clauses in which the subject is the agent of the deontic action

Polish	Spanish
<b>Context without negation</b>	
AGENT + finite active verb (P/F)	AGENT + finite active verb (F)
<b>Proper active verb without negation</b>	
AGENT + <u>powinien</u> + active infinitive (P)	AGENT + <u>debe/deberá</u> + active infinitive (P/F)
—	AGENT + <u>ha/habrá de</u> + active infinitive (P/F)
—	AGENT + <u>tiene/tendrá que</u> + active infinitive (P*/F*)
AGENT + <u>zobowiązuje się do</u> + deverbal substantive (P*)	—
<b>Proper passive verb without negation</b>	
AGENT + <u>jest zobowiązany</u> + active infinitive (P*)	AGENT + <u>está/estará obligado a</u> + active infinitive (P/F)
AGENT + <u>jest zobowiązany do</u> + deverbal substantive (P*)	AGENT + <u>está/estará obligado a</u> + deverbal substantive (P/F)
—	AGENT + <u>queda obligado a</u> + active infinitive (P)
—	AGENT + <u>quedará obligado a</u> + deverbal substantive (F)
—	AGENT + <u>se halla obligado a</u> + active infinitive (P*)
<b>Adjective without negation</b>	
AGENT + <u>jest obowiązany</u> + active	AGENT + <u>queda sujeto a</u> + deverbal

<sup>23</sup> For detailed lists of all signifiers see (Nowak-Michalska 2012).



infinitive (P) AGENT + <u>jest obowiązany do</u> + deverbal substantive (P)	substantive (P*)
<b>Verbo-substantival syntagm without negation</b>	
AGENT+ <u>ma obowiązek</u> + active infinitive (P*) AGENT + <u>ma obowiązek</u> + deverbal substantive (P*)	AGENT+ <u>tiene/tendrá obligación de</u> + active infinitive (P/F) AGENT + <u>tiene/tendrá la obligación</u> + active infinitive (P/F)
—	AGENT + <u>tiene el deber de</u> + active infinitive (P*)

Table 2. Significators of immunity used in clauses in which the subject is the agent of the deontic action

Polish	Spanish
<b>Context with negation</b>	
—	AGENT + finite active verb (F*)
<b>Proper active verb without negation</b>	
AGENT + <u>może</u> + NEG active infinitive (P*)	—
<b>Proper active verb with negation</b>	
—	AGENT + NEG <u>deberá</u> + active infinitive (F*)
<b>Proper passive verb without negation</b>	
—	AGENT + <u>estará dispensado de</u> + active infinitive (F*)
—	AGENT + <u>queda relevado de</u> + deverbal substantive (P*)
<b>Proper passive verb with negation</b>	
—	AGENT + NEG <u>está/estará obligado a</u> + active infinitive (P*/F)
—	AGENT + NEG <u>queda obligado a</u> + active infinitive (P*)
—	AGENT + NEG <u>queda obligado a</u> + deverbal substantive (P*)
<b>Adjective with negation</b>	
AGENT + NEG <u>jest obowiązany do</u> + deverbal substantive (P*)	—
<b>Verbo-substantival syntagm without negation</b>	
AGENT + <u>zostaje zwolniony od</u> <u>obowiązku</u> + deverbal substantive (P*)	AGENT + <u>queda exento de la obligación</u> <u>de</u> + active infinitive (P*)
<b>Verbo-substantival syntagm with negation</b>	
AGENT + NEG <u>ma obowiązku</u> + active infinitive (P*) AGENT + NEG <u>ma obowiązku</u> + deverbal substantive (P*)	AGENT + NEG <u>tiene/tendrá obligación</u> <u>de</u> + active infinitive (P*/F*)

As showed in the tables, the diversity of signficators is considerably wider in Spanish than in Polish. One of the causes of this phenomenon is that in Spanish the same signficators occur in the present and in the future tense. In Polish the present tense prevails and the future is used (interchangeably with the present) only in the clauses in which the only signficator is CONTEXT.

#### **4.3. Parameter 4. Tense of the predicate**

The predicate of a clause conveying a deontic meaning can be either in the present or in the future tense. The future tense is more often used in Spanish Civil Code and the present tense in the Polish. The choice between the present or future tense does not bear on the deontic modality of Spanish clauses.

Parameter 4 contains the two following properties:

{PRESENT TENSE, FUTURE TENSE}

With respect to this parameter the clause of example 13 shows the property PRESENT TENSE and the clause of example 14 – FUTURE TENSE.

#### **4.4. Parameter 5. Means of denoting the deontic action**

The deontic action can be denoted by means of words belonging to various parts of speech, which may be negated or not. If the word is a verb, it can be in the active or in the passive voice. The deontic action may also be denoted by a subordinate clause.

The parameter which reflects these facts contains the following properties:

{PROPER ACTIVE VERB, PROPER PASSIVE VERB,  
ACTIVE INFINITIVE WITHOUT NEGATION, ACTIVE INFINITIVE WITH NEGATION,  
PASIVE INFINITIVE WITHOUT NEGATION, PASIVE INFINITIVE WITH NEGATION,  
DEVERBAL SUSTANTIVE WITHOUT NEGATION, DEVERBAL SUSTANTIVE WITH  
NEGATION,  
ADJECTIVE WITHOUT NEGATION, ADJECTIVE WITH NEGATION,  
SUBORDINATE CLAUSE}

With respect to this parameter the clause of example 13 shows the property ACTIVE INFINITIVE WITHOUT NEGATION (*używać* ‘to use’) and the clause of example 14 – PROPER PASSIVE VERB (*serán entendidas* ‘shall be understood’).

#### **4.5. Parameter 6. Syntactic category of the word denoting the deontic action**

This parameter reflects the fact that the deontic action can be denoted by means of words belonging to various syntactic categories.

It contains the following properties:

{PREDICATE, OBJECT, SUBJECT, ATTRIBUTE}

With respect to this parameter the clause of example 13 shows the property OBJECT (*używać* ‘to use’ is the object of the verb *nie wolno* ‘it is not allowed to’) and the clause of example 14 – PREDICATE (*serán entendidas* ‘shall be understood’).

#### **4.6. Parameter 7. Part-of-speech category of the word denoting the agent of the deontic action**

The agent of the deontic action may be denoted by means of words belonging to different parts of speech: the substantive or various types of pronouns.

This parameter contains the following properties:

{SUBSTANTIVE, PERSONAL PRONOUN, RELATIVE PRONOUN, INDEFINITE PRONOUN<sup>24</sup>, NEGATIVE PRONOUN}

With respect to this parameter the clause of example 13 shows the property SUBSTANTIVE (*przechowawca* ‘the keeper’) and the clause of example 14 – INDEFINABILITY (because it contains no word denoting the agent of the deontic action).

#### **4.7. Parameter 8. Syntactic category of the word denoting the agent of the deontic action.**

This parameter reflects the fact that the agent of the deontic action may be denoted by means of words belonging to various syntactic categories. It contains the following properties:

{SUBJECT, GENITIVAL ATTRIBUTE, DIRECT OBJECT, INDIRECT OBJECT}

With respect to this parameter the clause of example 13 shows the property INDIRECT OBJECT (*przechowawcy* ‘for the keeper’) and the clause of example 14 – INDEFINABILITY (because this clause contains no word denoting the agent of the deontic action).

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<sup>24</sup> I.e. the pronoun with the meaning ‘everybody’.

## 5. A comparison of the Polish and Spanish civil codes based on the proposed parameters

The proposed parameters make it possible to systematically characterize clauses conveying deontic meanings and to compare them, intra- and interlingually, in various respects. The parametric comparison of clauses can be used for a comparison of the texts from which they have been excerpted, i.e. the civil codes themselves. Such a comparison reveals that these texts differ most with respect to Parameter 3, i.e. 'Means of signifying the deontic meaning'. The examples in the tabular lists of the signifiers of particular deontic meanings presented above show that the signifiers are highly diversified. Generally, the diversity of signifiers is stronger in Spanish than in Polish. One of the reasons for this is that in the Spanish Civil Code a signifier may occur either in the present or in the future tense without this entailing any change in meaning. For example, the VERBO-SUBSTANTIVAL SYNTAGM WITHOUT NEGATION used as a signifier of permissivity has only one realization in Polish:

*ma prawo* (Eng. 'has the right') + active infinitive or deverbal substantive

while in Spanish it has six:

- (i) *tiene derecho a* + active infinitive (in the present or future tense)
- (ii) *tiene el derecho de* + active infinitive,
- (iii) *tendrá derecho para* + active infinitive,
- (iv) *tiene facultad para* + active infinitive,
- (v) *tiene la facultad de* + active infinitive,
- (vi) *tendrá poderes para* + active infinitive.

The last four are rarely used.

Such a wide diversity of signifiers implies that some of them are synonymous, in other words, that heterophonic (formally different) signifiers signify the same deontic meaning. For example, the obligation of performing the action of 'bringing to collation' is expressed in the Spanish Civil Code by means of three different signifiers (examples 15-17):

- (i) CONTEXT (*colacionarán* 'will bring to collation')
- (ii) PROPER PASSIVE VERB WITHOUT NEGATION (*estará obligado* 'will be obligated')
- (iii) ADJECTIVE WITHOUT NEGATION (*serán colacionables* 'will be collatable')

### Example 15:

*Art. 1038. Cuando los nietos sucedan al abuelo en representación del padre, concurriendo con sus tíos o primos, **colacionarán** todo lo que debiera colacionar el padre si viviera, aunque no lo hayan heredado.*

[When grandchildren inherit from their grandparents in representation of the parent, and are to inherit together with their uncles or cousins, they **shall bring** (literally: 'will bring') **to collation** everything that the parent ought to have collated if he/she had been alive, even if they have not inherited it].

Example 16:

**Art. 1040.** (...); *pero, si hubieren sido hechas por el padre conjuntamente a los dos, el hijo **estará obligado a colacionar** la mitad de la cosa donada.*

[(...) however, if they have been made by the parent jointly to both of them, the child shall be (literally: 'will be') obliged to bring to collation half of the thing given].

Example 17:

**Art. 1043.** *Serán colacionables las cantidades satisfechas por el padre para redimir a sus hijos de la suerte de soldado, pagar sus deudas, conseguirles un título de honor y otros gastos análogos.*

[Amounts paid by the parent to prevent his children from being drafted into the military, to pay their debts, obtain an honorific title and other similar expenses shall be subject to collation (literally: 'will be collatable').]

Synonymy occurs in the Polish Civil Code as well. For instance, the verb *powinien* 'should' is synonymous with the adjective *jest obowiązany* 'is obligated'. Interestingly, these two signifiers have been used in the same article:

Example 18:

**Art. 608.** § 1. *Jeżeli w umowie zastrzeżono, że wytworzenie zamówionych rzeczy ma nastąpić z surowców określonego gatunku lub pochodzenia, dostawca **powinien** zawiadomić odbiorcę o ich przygotowaniu do produkcji i **jest obowiązany** zezwolić odbiorcy na sprawdzenie ich jakości.*

[If it has been stipulated in the contract that things must be manufactured from raw materials of a specified kind or origin, the supplier **must** notify the recipient when such materials are ready for use in the manufacturing process, and he **must** also allow the recipient to inspect their quality.]

It should be stressed here that synonymy is a phenomenon that is undesirable in legal language as it may make the text less clear, especially to non-specialists.

The texts of the two civil codes also differ considerably with respect to parameter 4, 'Tense of the predicate'. The majority of the clauses in the Polish Civil Code have the predicate in the present tense. By contrast, in the Spanish Civil Code the number of clauses with the predicate in the future tense is higher than those with the predicate in the present. Another important difference is that in the Spanish clauses in the future tense various signifiers are used: context, verbs, adjectives and syntagms, whereas in the Polish clauses in the future tense only one type of signifier is used, viz. context. Additionally, in the Spanish code, a clause with the predicate in the future tense may convey any of the four deontic meanings whereas in the Polish they convey only obligativity.

Another difference is that in the Spanish text, the predicate of a clause is nearly always in the future tense if context, with or without negation, is the only signifier whereas in the Polish the present tense is used in such clauses.

In neither of the texts does the choice of a particular tense bear on the deontic modality of a clause. In other words, the tense is not a signifier of any deontic meaning. It may be observed that in conditional clauses in the Spanish Civil Code, the use of a particular tense in the main clause is in some way related to the mode and tense of the subordinate clause.

The differences with respect to the remaining parameters are not too significant. For example, with respect to parameter 2 ‘Semantic category of the subject’, it can be observed that subjectless clauses are more frequent in the Polish Civil Code than in the Spanish, which is related to the fact that the former makes use of improper verbs such as: *można* (‘one may’), *nie można* (‘one may not’), *wolno* (‘it is allowed’), *nie wolno* (‘it is not allowed’), *należy* (‘one should’). In the Spanish Civil Code such impersonal forms are used less frequently. By contrast, the passive voice is used more frequently there than in the Polish text.

Obviously, there are also similarities between deontic clauses in the Polish and Spanish civil codes analyzed in the light of the proposed parameters, for example, with respect to parameter 3. In both texts, the following analogous signifiers of deontic modality are used with apparently similar frequency:

- (i) CONTEXT,
- (ii) PROPER VERB WITHOUT NEGATION, e.g. *puede/ puede* ‘he/she may’, *debe* ‘he/she should’, *ha de/powinien* ‘he/she should’,
- (iii) PROPER VERB WITH NEGATION, e.g. *no puede/nie puede* ‘he/she may not’,
- (iv) VERBO-SUBSTANTIVAL SYNTAGM WITHOUT NEGATION, e.g. *tiene [la] obligación/ma obowiązek* ‘he/she has the duty’, *tiene [el] derecho/ma prawo* ‘he/she has the right’,
- (v) VERBO-SUBSTANTIVAL SYNTAGM WITH NEGATION, e.g.: *no tiene obligación/nie ma obowiązk* ‘he/she does not have the duty’.

Finally, it should be added that for both Polish and Spanish, signifiers of deontic meanings used in the legal texts differ from those used in general language.

## 6. Concluding remarks

The proposed parameter-based method for describing clauses conveying deontic meanings makes it possible to characterize them systematically and compare them intra- and interlingually. The comparison of the clauses conveying deontic meanings enables us to compare the entire texts of the Polish and Spanish Civil Codes in respects that are of interest to us. In particular, the comparison of the signifiers of deontic meanings can be used in legal translation and facilitate determining possible translation equivalents. Since the method can also be applied to texts other than legal, it can also be employed to compare signifiers of deontic modality used in legal language with those occurring in everyday language, both in Polish and Spanish.

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