REMARKS ON THE EXPRESSION OF DEONTIC MODALITY IN BUSINESS ENGLISH CONTEXT

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ABSTRACT

The study deals with the category of deontic modality in English and analyses the semantics of English modal verbs, modal adjectival expressions and modal passive adjectives used as the possible means of expressing deontic modality in Business English. Though modal verbs are regarded as the core deontic categories, it will be shown that the range of deontic meanings can be expressed by deontic adjectives, clauses, passive modal adjectives as well and deontic categories often acquire different meanings via semantic extensions. While adjectives lack the directive meaning of obligation and permission, modal passive adjectives may denote obligation, prohibition and permission in a straightforward way. In many instances, however, modal verbs such as *must, should, may* and *can* convey epistemic meanings along with deontic, thus another aim of the present study is to show that the two types of modality are usually relative and complements to each other and the interpretation of the given modal meaning depends on the context. Examples taken from business English contexts will be used to support our observations.

KEYWORDS

Modal, deontic, epistemic, propositional modality, obligation, possibility

1. INTRODUCTION. THE NOTION OF DEONTIC MODALITY

Modality is to be understood as a semantic category. It is the speaker's opinion or judgement on the content and speech function of the clause (Halliday [5: 88]). Modal auxiliaries express a wide range of meanings, having to do with concepts such as ability, permission, possibility, necessity, and obligation. Modal verbs can basically express two different kinds of modal meanings, which are referred to as "epistemic" and "deontic" modality. Deontic modality (Greek: deon, meaning 'duty') concerns what is possible, necessary, permissible, or obligatory, given a body of law or a set of moral principles or the like (von Fintel [4: 2]). Thus deontic modality has been defined in terms of the concepts of obligation and permission: deontic meanings of verbs like *must* express an obligation to carry out a particular activity, while deontic meanings of verbs like *must* express permission to do it (cf. Lyons [9: 823–841]; Palmer [11: 96–115]). Verbs with deontic meanings are often also polysemous in the modal domain, with dynamic and epistemic meanings in addition to the deontic ones. Many authors tried to disambiguate these modal categories, and probably Palmer's [12] attempt has been one of the most successful. With the pair of sentences and their paraphrases illustrated below he highlights the distinction between 'epistemic' and 'deontic' modality:

(1) a. Kate *may* be at home now (= It is possible *that* Kate is at home)b. Kate *may* come in now (= It is possible *for* Kate to come in now)

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The important distinction between the two sentences is indicated by the words 'that' and 'for' used in parenthesis. While the first sentence containing *that* is concerned with the speaker's judgement of the proposition that Kate is at home, the latter, deontic sentence, signals the speaker's attitude towards a potential future event, that of Kate coming in. For that reason Palmer (2001: 7) makes a distinction between 'propositional modality' and 'event modality'. Epistemic modality is concerned with the speaker's attitude to factual status of the proposition (propositional modality); by contrast, deontic modality refers to events that are not actualized, events that have not taken place but merely potential, i.e. deontic modality is always future-oriented (event modality). Expressions of epistemic modality range over the whole proposition, whereas expressions of deontic modality range over parts of a proposition, in particular, the hearer. Deontic sentences are paraphrasable by using the phrase *for/of X to*: 'it is required of you/permitted for you to act' (Radden et al. [13: 238]).

Deontic modality stems from external authority such as rules or the law, and frequently the authority is the actual speaker who gives permission to or lays an obligation on the addressee. Expressions of deontic modality thus can convey similar meanings as directive speech acts, in which the speaker "directs" the hearer to perform or refrain from performing, a certain action, as in requests, orders, prohibitions, warnings, etc.

In the following section we will look at the ways of expression of deontic meanings.

2. MEANS OF EXPRESSION OF DEONTIC MODAL MEANINGS

2.1 Deontic Necessity

The meanings of deontic modality are classified on the basis of the degree of obligation. They may be differentiated into necessity (strong obligation), advisability and permission. Deontic necessity conveys the highest degree of obligation of a command and can be expressed in various linguistic properties. Deontic modal meanings can be analysed using different theoretical backgrounds, but probably the cognitive framework of force dynamics introduced by Talmy [14] is one of the most useful approaches to understand the complicated category of modal verbs. Multiple linguists have used cognitive notions such as modal forces and their domains for examination of different lexical items. Among others, Radden et al. [13] have also employed the semantic category of force dynamics to explain the subset of meanings conveyed by various modals. In their view, a common characteristic of deontic modality of obligation is its "force-dynamic" basis (Radden et al. [13: 243]). The notion of force dynamics pertains to the opposition of forces and counterforces in the physical world and is also experienced in the social world. In the social world, for instance, force dynamics appears in expressions or modal verbs involving psychological forces (e.g. wanting, being urged, must, have to, etc.), when a person in authority gives an instruction or order to another person in a chain of command below. Such cases refer to a strong obligation arising in the context of business management and employment and deontic necessity is expressed with the modal operators such as *must* and *have* to. Consider:

- (2) a. You *must* submit the report to the board of directors by afternoon the latest.
 - b. You *have to* be available at any time this week for our foreign visitors.

An obligation in the sentence (2a) is expressed by a binding force that is seen as compelling a person to carry out a certain action. In the obligation expressed by *You must submit the report*, the compelling force comes from the speaker who exercises his social authority: he imposes his

will on the hearer. The hearer, on his part, wants his senior to be satisfied thus he obeys a command. (2b) is an example of a weaker form of obligation, the strength of obligation is weaker than in the case of *must. You have to be available* is uttered by the employee's senior or a third-party authority as a piece of advice or a workplace expectation that needs to be followed: it appeals to the force of circumstances, which are external to the speaker. It can be felt as an "intrinsic necessity arising from general rules or norms" (Radden et al. [13: 249]). Thus, in certain cases *have to* is used as an alternative to *must* when the context is less compelling.

Deontic necessity can be also realized in a clause with the adjectives such as *compulsory*, *obligatory*, *necessary*, *urgent*, *essential*, etc. followed by either infinitive or that-clause, however, the sentences containing these adjectives may show different degrees of necessity. Consider the following sentences:

- (3) a. It is *compulsory* for you to consult our major supplier before finalising the details of a contract.
 - b. It is *urgent* that the United Nations, donors and nongovernmental organizations demand access to these desolate areas, to deliver aid to the people left behind.

https://www.nytimes.com/2004/07/15/opinion/sudan-s-ravines-of-death.html

Examples in (3) with adjectives *compulsory* and *urgent* encode different deontic meaning: whereas the speaker in the former case implies that it is obligatory for the hearer to consult with their partners before making any decision (3a), that is, the directive meaning of a command is clearly perceptible in the sentence, the latter case (3b) implicates strong desirability rather than obligation, the speaker does not oblige anyone to take measures, he merely talks about a commitment that the institutions should undertake and regards it as highly desirable that institutions take actions as soon as possible. This is the case when the deontic expression is used as a polite alternative for a directive (Nuyts et al. [10: 48]).

Deontic necessity can also be realised in a clause with the past participles *required* and *obliged* followed by either an infinitive or a that-clause. Most often the meaning of an obligation expressed by such forms becomes evident in statutory documents and business law context which is interpreted as statutory obligation. *Statutory obligation* is defined as "an obligation to pay debt, perform certain acts or refrain from acting, or discharge duties created by or arising out of a statute, rather than based on an independent contractual or legal relationship" (Garner 2004, cited in Kaczmarek et al. [7: 4]). In statutory documents most often a duty imposed on the actor to perform is by the will of the legislator rather than some external circumstances such as obligation arising out of a contract. Consider the sentences below:

(4) a. The partnership's accountant and auditor *are obliged* to disclose the debtor's accounting documents and inform the estate of the debtor's accounting and business practice.

https://www.altinn.no/en/start-and-run-business/deregistration-closurebankruptcyliquidation/bankruptcy-liquidation/bankruptcy-for-general-partnerships-orpartnerships-with-joint-liability/

b. Borrowers *are required* to provide proof of their income. <u>https://www.phrasemix.com/phrases/someone-is-required-to-do-something</u>

Both sentences are examples of a strong obligation and the duty imposed on the addressee is understood as an obligation to perform which is binding no matter the situation is.

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As was shown earlier, deontic necessity can be expressed by modal passive adjectives ending in *-ble* (Kiss [8]). Regularly formed modal passive adjectives may express different types of modality depending on the context and most frequently these are the cases of epistemic possibility or deontic necessity. The connection between the two modalities is metaphorical. For instance, the polysemy of the adjective *payable* can be best demonstrated by the following pair of sentences:

- (5) a. Interest is *payable* on the money owing.
 - b. It costs just \$195, *payable* in five monthly instalments. <u>https://en.oxforddictionaries.com/definition/payable</u>

Whereas the key meaning of the modal adjective is that of necessity, i.e. 'interest required to be paid, due' (deontic necessity) in (5a), in (5b) it is possibility, i.e. 'amount which can be paid in instalments' (epistemic possibility). The epistemic possibility meaning that adjective acquires via metaphorical extension in (5b) is most probably due to specific context in which it occurs. Modal verbs used in an epistemic sense convey the meaning of 'something is possible and realisable due to external circumstances'. As we have exemplified above, the language of business law and finance is governed by the specific vocabulary related to norms, regulations and statutes, therefore displays the strongest form of obligation. Modal passive adjectives in such contexts convey deontic meaning in a straightforward way although, as demonstrated above, metaphorical extensions are also possible. Similarly, other -ble adjectives such as *chargeable* or *taxable* which we come across in a financial context, retain the deontic meaning of obligation. Consider the sentences below where the meaning of *-ble* adjective by no means is that of possibility but deontic meaning of obligation or necessity, i.e. if something is chargeable or taxable, you must pay a sum of money (or a tax) on it. In fact, taxable is most likely to occur in the context of accounting and book-keeping likewise governed by strict regulations, hence the fixed meaning of the adjective 'subject to tax' will always be inferred in such contexts. Consider:

(6) a. The day of departure is not *chargeable* if rooms are vacated by 12.00 noon.

https://dictionary.reverso.net/english-cobuild/chargeable+amount

- b. The taxpayer's gain is *chargeable*. <u>https://www.canadalife.co.uk/adviser/ican-academy/briefing-notes/tax-investments/chargeable-gains-and-rate-bands</u>
 - c. Most income you receive is *taxable* and must be reported on your federal income tax return. https://www.efile.com/taxable-income/

2.2 Deontic Advisability

Deontic advisability conveys the median degree of obligation of a command. The weak forms of obligation expressed by modals *should* and *ought to* normally derives from individual wishes and desires or from general norms such as moral values (Radden et al. [13: 252]). The modals are thus used for expressing both subjective and objective external obligations. Consider the sentences below:

- (7) a. You *should* pay attention to the provisions of the contract.
 - b. If a supplier believes it has been given access to secret information in error, the supplier *should* immediately notify the Company.

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https://www.translegal.com/dictionary/en/should/verb

c. We ought to agree on your salary before signing the contract.

At first glance (7a) and (7c) are examples of a subjective obligation, whereas (7b) is the case of an external obligation. In (7b) we have to do with moral obligation with *should* acquiring the meaning of "something is directory but not mandatory". According to some views (c.f. Palmer [12]) *should* and *ought to* when used in the context of legal or business contracts display dynamic modality with deontic features. According to Palmer, a speaker, by using *should* and *ought to*, takes responsibility (Palmer [12: 82]), provided that legislators are taking responsibility when they formulate the laws. Thus, *should* in (7b) is used in deontic sense prescriptively to create norms for action but it may also indicate necessity in dynamic modality². Whatever interpretation prevails or whether it is a merger of both, deontic and dynamic modality are difficult to divide. In (7b), the speaker is present implicitly and the deontic modal is used to convey the speaker's strong opinion on the matter. Complementarily, this deontic form represents a device to address a hearer and to make them co-participants of the speaker's opinion. With the exception of statutory documents, *should* and *ought to* normally describe the speaker's idea of desirability about an advisable course of action as in (7a) and (7c).

Deontic advisability can also be realised in a clause with the adjective *advisable* followed by either infinitive or a that-clause. Adjectives such as *advisable* can express descriptive directive meaning, i.e., report on a recommendation but does not necessarily involve the speaker's commitment to desirability. Consider the following sentence:

(8) It is *advisable* that the contract between a contracting entity and the private partner determines from the outset what happens if the public-private entity does not receive public contracts in the future and/or public contracts which have already been awarded are not extended.

https://eurlex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:C:2008:091:0004:0009:EN:PDF

In (8) there is no strong obligation imposed on the participants of a business contract to carry out an action even though the context itself describing business contractual obligations of the partners would presuppose that. As van Linden et al. [15: 155] note, deontic constructions with weak adjectives such as *advisable* can be intended or interpreted as a piece of advice or recommendation. However, it is possible to relate the advisability reading of determining contractual details to deontic directive meaning in the given context but in this case directive meaning has to do with extralinguistic reality.

2.3 Deontic Possibility

Deontic possibility carries the lowest degree of obligation of a command and it implies the sense of permission. The most prominent way to express deontic possibility is via using the modal *may* as in *You may finish your report tomorrow*. In this sentence the speaker grants permission and the hearer seeks permission. Expressed in terms of force dynamics, permission involves a situation of enablement: the permission-giver enables the permission-seeker to carry out his intended action. Permission represents one type of enabling modality (Radden et al. [13: 245]). Consider another example which we will typically come across in the business field of sales:

(9) You may accept a 15 % price increase.

² Dynamic necessity relates necessity to circumstantial factors and it can be instrumental, i.e. necessary to carry out an action if a given state of affairs is to be achieved (Palmer [12]).

Though the meaning of *may* in the sentence above is polysemous between that of permission and epistemic possibility, at this point we are concerned with the deontic sense of the modal, its polysemous nature will be discussed later. Again, as in the instances above, the meaning of deontic permission in the sentence can be explained by a paraphrase 'As your superior I give my authority to carry out an action by lifting a potential barrier concerning price acceptance'. The act of permission to accept price is thus based on the speaker's authority and the hearer is expected to comply. In (9) we have the case of a subjective situation of permission-granting expressed with the use of the subjective modal *may*. Permissions may, however, also be based on external circumstances and then expressed by the modal *can*. Compare (9) with the sentence (10) below:

(10) You can accept a 15 % price increase as the budget is available.

While the permission in (9) relies on the boss's or a third-party authority inferred from the sentence, in (10) permission is due to external circumstances which are made explicit: availability of the budget. Similarly to the above cases of *must* and *have to* where the authoritative tone of obligation is mitigated by appealing to external compelling factors allowing to use the modal *have to*, external circumstances in (10), i.e., context itself has an effect on the meaning of the modal verb. Radden et al. [13: 257] note that the authoritative force invoked by permissions can be softened by use of the modal *can* which has been recently identified as more colloquial alternative to *may* used for expressing permissions. However, in certain cases, *may* is still used objectively especially when it carries the sense of statutory permission. Consider:

(11) An employee may accept an unsolicited gift of \$20 or less per occasion and no more than \$50 in a calendar year from one person. <u>https://training.smartpay.gsa.gov/content/rules-about-gifts</u>

In the statement above, the deontic meaning of permission expressed by the modal is due to specific statutory authority, employees must follow gift rules stipulated in government acts. As can be observed, the meaning of modal is strongly context-dependent and both internal and external circumstances have a direct effect on its meaning.

3 The polysemy of modal verbs

Most modal auxiliaries are polysemous and are used to convey both - or all - modal meanings and it is usually the context that helps in establishing the speaker's communicative intention.

Most modal auxiliaries are polysemous and are used to convey multiple modal meanings and it is usually the context that helps in establishing the speaker's communicative intention. Many linguists have tried to produce comprehensive taxonomies for modal meanings but pointed out the difficulties of placing some examples under a particular heading and the many instances of ambiguity. Thus, for instance, Biber et al. [1,2] note that *can* "is especially ambiguous in academic prose, since it can often be interpreted as marking either ability or logical possibility" (Biber et al. [1: 429]), and its epistemic meaning can sometimes be read as personal permission (Biber et al. [2: 118]); Huddleston and Pullum [6] see the boundary between dynamic and deontic modality as "fuzzy" (Huddleston and Pullum [6: 179]). In some instances, two modal meanings are not just "fuzzy" or indistinguishable from each other, they simply merge. Coates [3: 17] remarks, it usually occurs when deontic and dynamic meanings combine to express circumstantial rather than social necessity. Historically, the English modals

acquired epistemic usages after their root (deontic) usage (Talmy [14]). The systematic polysemy of the English modals, however, is not accidental. Explained in cognitive terms, epistemic and deontic modality are based on similar force-dynamic constellations, the connection between the two modalities is usually metaphorical (Radden et al. [13: 245]).

In what follows, we will look at different meanings of some polysemous modal verbs as they appear in specific contexts.

Both epistemic and deontic modality involve assessments: an assessment of a given state of affairs with respect to reality in epistemic modality and an assessment of a state of affairs with respect to expected conduct in deontic modality. As Radden et al. [13] note, "... while epistemic modality is concerned with the speaker's assessment of a state of affairs, deontic modality is concerned with an expected behaviour derived from assessing compliance with some authority or rule" (Radden et al. [13: 237]). Let us look at some of the problematic auxiliaries that may cause difficulties in interpretation. Consider the statements below containing *must*:

- (12) a. The company must be dealing with foreign subsidiaries.
 - b. The company must deal with foreign subsidiaries.

While the first sentence expresses an epistemic probability, i.e., it is probable that the company is dealing with foreign subsidiaries, the speaker may have a certain amount of evidence about the company's activities abroad which leads him to the possible conclusion in (12a), the latter (12b) carries a deontic sense of obligation whether subjective or objective. The sentence may express a strong, subjective obligation and one of its possible paraphrases can the following: "the force of my authority compels you to follow my instructions to have a business deal with foreign subsidiaries in order to gain a bigger market share".

The merger of epistemic and deontic meanings is frequently displayed by the weak modal *should*. The weaker force, i.e., the weak obligation denoted by this modal makes deontic *should* often indistinguishable from epistemic modality. Consider the following sentence:

(13) The deal should be lucrative.

The sentence above can be understood in a deontic or an epistemic sense. (13) may mean that it is advisable that the company makes every effort to have a profitable deal. Rather than imposing a strong obligation, *should* describes the speaker's desirability about some advisable course of action that would lead to a successful business. In this sense the sentence conveys deontic meaning. On the other hand, a different reading can also be inferred: the deal is probably lucrative based on the knowledge the speaker has, i.e. the sentence expresses epistemic probability. In the sentences like (13), it is rarely possible to delimit the two meanings without a broader context.

Similarly to the cases above, the polysemy is often displayed by the modal *may*. Consider the sentences below. The sentence (9) above is adopted here as (14b) below:

- (14) a. As you gain more skill and work experience, you may be promoted to supervisory and team leadership position.
 - b. You may accept a 15% price increase.

In the deontic sense, both sentences exemplify subjective situations of permission-granting, permissions to be promoted in (14a) and to accept the price increase in (14b) are indicated by the speaker's authority in the former case and supported by a hidden external context in the latter. Parallelly, both sentences describe the speaker's assessment of a given state of affairs, i.e., the possibility to be promoted and to accept a price increase results from the speaker's

subjective judgement. The sentences may be paraphrased as 'It is possible for you to be promoted provided certain conditions are met' and 'It is possible for you to accept a price increase given some external circumstances', respectively, and the meaning inferred in both sentences is that of epistemic possibility. However, without a broader context it could be difficult to decide which reading of a modal auxiliary dominates in the sentence.

Finally, one more modal that deserves interest due its polysemous nature is *can*. Consider the following sentences:

- (15) a. I can sign the contract in the morning.
 - b. I can hold online negotiations with our partners.

The possible modal meanings expressed in the sentences above are either deontic or epistemic possibility/ability sense. On the deontic use of *can*, (15a) conveys that the speaker is permitted to sign the contract and (15b) that the speaker is permitted to hold online negotiations. Whereas on its epistemic use, the modal in the sentences may describe intrinsic possibility,³ i.e., a possibility for the hearer to do something so that a future situation will come about. The potential success of a person signing a contract or holding online negotiations is dependent either on some external source which is left unspecified but conceptually present in (15a), for instance, the speaker's knowledge of the contract details makes it possible for him to sign it in the morning; or alternatively, it could be the person's intrinsic abilities in (15b), in particular, his sufficient computer skills, the availability of the technology to hold online negotiations, etc. Both sentences may be paraphrased as 'It is possible for me to ...'. The possibility conveyed in both sentences results from the speaker's subjective judgement.

The above analysis of modal auxiliaries shows that epistemic and deontic modal meanings are related to each other. They may be closely related via metaphorical extension but it is not clear which meaning of the modal is more dominant. We have highlighted that polysemy of modals is a context-dependent factor, and only a wider context may provide a proper deontic-epistemic interpretation.

4 CONCLUSION

This paper briefly reviewed the complex category of deontic modality and looked at some ways of expression of deontic meanings in business English. As we demonstrated, deontic modal meanings can be expressed by modal verbs, deontic adjectives, adjectival clauses and even passive modal verbs and though the core meanings they convey are obligation and permission, different senses may range in strength depending on the used devices. In multiple cases modal verbs displayed patterns of polysemy with deontic and epistemic modal meanings and as was shown it is only the broader context that can help determine which meaning is dominant in the sentence containing a modal verb. To account for the various modal meanings, we followed a cognitive approach based on force-dynamic analysis that undoubtedly proved to be useful in studying the various shades of meanings modals convey.

Our results also proved that the use of modals is highly representative of the type of modality which is preferred in a specific context, i.e., the language of business English. The examples used in the paper show that business English contexts frequently favour deontic interpretation, given the communicative purpose of such contexts that often deal with rules and regulations

³Intrinsic modality is concerned with potentialities arising from intrinsic qualities of a thing or circumstances (Radden et al. [13: 233]). Intrinsic modality refers to actions and events that humans (or other agents) directly control- meanings relating to permission, obligation, or volition (or intention).

especially when it comes to the business lexis of contracts or business transactions. On the other hand, in the economic texts dealing with management and employment deontic meaning appeared to be inseparable from epistemic interpretation referring to evidence, reasoning, beliefs of the speaker and the two meaning are related via metaphorical extension. The analysis carried out in this paper was not intended to be exhaustive, the attempt was made to look at some particular types of deontic modality and the possible means of expression. A further research of business contexts based on different theoretical backgrounds is necessary to establish what lies behind the intended meaning.

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