

MAREK ŁAZIŃSKI
KAROLINA JÓŹWIAK

University of Warsaw

Verbal Aspect and Legal Interpretation: the Use of Verbal Aspect in the Polish Penal Code

The outstanding German lawyer Friedrich Carl von Savigny has defined four methods of interpretation of legal acts: grammatical, historical, systemic and teleological. The first and basic one is called *grammatical* because of the role of grammar in the process of understanding a text: it does not deal with individual grammatical categories. However, the grammatical construction of a legal text and the values of grammatical categories used are important to both the naive interpretation of the norm and its interpretation in the court of law.

Much has been said and written about the importance of the grammatical gender of the noun. Many legal documents which have been in force for dozens of years, were recently altered to be in compliance with the gender fair language use, e.g. the Swiss or Austrian Constitutions, or Austrian national anthem. Less attention is paid to the similar problem of the grammatical number of a noun, which when considered in literal interpretation can also lead to misunderstandings. On the other hand, codes, statutes and bylaws may define the use of grammatical categories to avoid such misunderstandings. Below is an example from the Colorado Revised Statutes (<http://www.lexisnexis.com/hottopics/colorado>):

(1) TITLE 2. ARTICLE 4. PART 1. CONSTRUCTION OF WORDS AND PHRASES

01. Common and technical usage

Words and phrases shall be read in context and construed according to the rules of grammar and common usage. Words and phrases that have acquired a technical or particular meaning, whether by legislative definition or otherwise, shall be construed accordingly.

2-4-102. Singular and plural

The singular includes the plural, and the plural includes the singular.

¹ Unless the authorship or reference is indicated, all the translations from Polish into English come from the authors of the paper.

2-4-103. Gender

Every word importing the masculine gender only may extend to and be applied to females and things as well as males; every word importing the feminine gender only may extend to and be applied to males and things as well as females; and every word importing the neuter gender only may extend to and be applied to natural persons as well as things.

2-4-104. Tense

Words in the present tense include the future tense.

In this paper we are going to focus on central verbal categories: tense and aspect in Polish Penal Code of 1997 against the background of other codes in Polish as well as in other Slavic and non-Slavic languages.

The Polish legal order has not developed any unequivocal instruction on how to interpret grammatical categories. Although the language matter is not absent in *Zasady techniki prawodawczej* (unofficial: 'Rules of the Legislative Technique'), as it is imprecisely defined in this act, it should be concise and synthetic, to avoid inordinate detail on one hand and ambiguity on the other (§ 5, § 10). Similarly to the case of Colorado provisions, it involves a directive on a basic and common usage of words and phrases:

(2) § 5. Przepisy ustawy redaguje się zwięźle i syntetycznie, unikając nadmiernej szczegółowości, a zarazem w sposób, w jaki opisuje się typowe sytuacje występujące w dziedzinie spraw regulowanych tą ustawą. [...]

§ 8. 1. W ustawie należy posługiwać się poprawnymi wyrażeniami językowymi (określeniami) w ich podstawowym i powszechnie przyjętym znaczeniu. [...]

§ 10. Do oznaczenia jednakowych pojęć używa się jednakowych określeń, a różnych pojęć nie oznacza się tymi samymi określeniami.

§ 5. The provisions of law shall be drafted in a concise and synthetic manner, avoiding inordinate detail and in consistence with the manner of describing typical situations in the field regulated by the given law.

§ 8. 1. The law shall use correct linguistic expressions (definitions) according to their common and basic meaning.

§ 10. To denote equal concepts, the same expressions should be used, while dissimilar concepts should not be described using identical expressions.

There are some intents to disambiguate the meaning of the grammatical number and gender in Polish contractual law by means of including a part entitled 'Interpretation' with expressive clauses, as in public procurement contracts. See the model contract by Polish Public Procurement Office (*Urząd Zamówień Publicznych*):

(3) Ileż pojęcie użyte jest w liczbie pojedynczej, dotyczy to również użytego pojęcia w liczbie mnogiej i odwrotnie chyba, że z określonego uregulowania wynika wyraźnie coś innego.

Whenever a term appears in singular form, it also refers to the term in plural form and vice versa unless otherwise expressly specified by a specific provision.

(uzp.gov.pl/baza-wiedzy/wzorcowe-dokumenty/wzorcowe-umowy)

or the model contract by Poznań Regional Hospital published

(4) Z wyjątkiem przypadków, kiedy z kontekstu wynika inaczej, w Umowie:

1) słowa, wskazujące na jeden rodzaj, obejmują wszystkie rodzaje gramatyczne [...]

Except where the context otherwise requires, in the Contract:

1) words indicating one gender include all other grammatical genders [...].

(<http://przetargi.propublico.pl>)

Still, any reference to verbal categories is nowhere to be found, as opposed to Colorado Revised Statutes which regulate the interpretation of the tense in the state law based on and invoking precedent as a rule. As a result, a detailed interpretation of the meaning and reference of words and grammatical categories in Polish legal order is left to the courts applying the norms to concrete real life situations and, particularly, to the Supreme Court, which has a final voice in unifying the discrepancies in jurisdiction between Polish judicial courts.

Interestingly, simple browsing of rulings issued only by ordinary (excluding e.g. administrative or military) courts between 2012–2016 (<http://orzeczenia.ms.gov.pl>) gives back 167 results concerning verbal categories interpretation. Thus, judges have a significant amount of work, especially that in many cases they have to counter an interpretation proposed by a litigant. Undoubtedly, the most problematic issue observed is the determination of aspect meaning, between the iterative and progressive, of the verbs in the “normative present tense” typical of legal provisions.

As a matter of fact, the present tense in codes describes not only the future — as in Colorado Revised Statutes — but often the past as well. The use of present is omnitemporal or exemplifying:

(5) Kto zabija (ipf) człowieka podlega karze pozbawienia wolności na czas nie krótszy od lat 8, karze 25 lat pozbawienia wolności albo karze dożywotniego pozbawienia wolności (Kodeks karny Rzeczypospolitej Polskiej 1997, art. 148.1)

Whoever kills a human being shall be subject to the penalty of the deprivation of liberty for a minimum term of 8 years, the penalty of deprivation of liberty for 25 years or the penalty of deprivation of liberty for life. [translation of the Polish Penal code from the UN website imol.in.org]

The sentence can be interpreted superficially as a relative subject clause: whoever killed or will kill..., but also as a conditional clause: if somebody kills/killed, will/would be subject to...

2. Verbal aspect

The relations on the temporal axis in Polish are reflected not only in the grammatical tense, but also in the category of verbal aspect. The opposition of perfective and imperfective verbs (hereafter pf, ipf) which partially compensates for the lack of different preterite, perfect and imperfective tenses has been subject to innumerable analysis since the middle of the 19th century. According to the basic interpretation, the perfective verb is to express an accomplished action, whereas the imperfective expresses only the action that is in progress, without making a reference to the accomplished event. See:

(6) Mój brat wreszcie spłacił swój kredyt.

‘My brother has finally repaid his loan.’

(7) Mój brat długo spłacał swój kredyt.

'My brother was repaying his loan for a long time' (It is not clear whether the loan has been completely paid off).

The difference in aspect can be generalised as an opposition between an event (pf) and non-event (ipf): an ongoing process or state. A secondary meaning of the ipf is the iteration of events, also in a potential sense as it is in the norm quotes above. In written texts the iterative use of ipf is more common than the prototypical progressive use. The verb form *spłaca* in the article 302 of the Polish Penal Code refers to the iteration of finished or partial repayment of many loans and creditors, not to gradual repayment of a single loan.

(8) Kto, w razie grożącej mu niewypłacalności lub upadłości, nie mogąc zaspokoić wszystkich wierzycieli, spłaca lub zabezpiecza tylko niektórych, czym działa na szkodę pozostałych [...]

'Whoever in the event of threatened insolvency or bankruptcy, is not able to satisfy all his creditors, repays or satisfies only some of them, thereby acting to the detriment of others [...].

[translation from www.imolin.org]

The choice of aspect depends on a situation type. According to Vendler (1967) all situations denoted by verbs in contexts can be divided into achievements, accomplishments, states and activities. Achievements and accomplishments are telic (from Greek *telos* 'aim') and refer to a change of state aimed or achieved by the action. An accomplishment comprises an event, generally denoted by a pf verb (eg. *napisać*) and a process leading to it, generally denoted by an ipf verb, e.g. *pisać list*, *spłacać kredyt*. Achievement is an event without a preceding process, eg. *umrzeć* 'to die', *zabić* 'to kill'. A semelfactive is similar to an achievement but no change of states takes place with the event, e.g. *mrugnąć* 'to blink' (semelfactives were added to Vendler's classification as a category with equal status by Nessel, in 2013). An imperfective partner verb of achievements and semelfactives generally denotes repetitiveness of events: *umierać*, *zabijać*, *mrugać*.

However, a recategorization of an achievement to an accomplishment is also possible: *umierać* can rarely denote a state directly preceding death and *zabijać* can very rarely denote a process leading to a killing or attempting to kill somebody. Of course this is not the case of (5), when *zabija* means 'kills', not 'attempts to kill'.

Other types of situation, namely states and activities, are not telic, they can last for a long time without leading to an event and generally do not occur in the so called aspect pairs, i.e. pairs of one pf and one ipf verb with the same meaning when translated into a non-Slavic language. States are thoroughly static, eg. *spać* 'to sleep', *podlegać karze* 'to be subject to a penalty'. Activities are monotonously dynamic, not leading to a change, eg. *tańczyć* 'to dance', *działać* 'to act', *używać* 'to use'. The difference between activities and states was not considered distinct or important to this research. Some linguists consider only accomplishments as telic situations *sensu stricto*, defining telicity not as a change of state but as an incremental development of a situation towards the change.

Situation	States	Activities	Accomplishments	Achievements	Semelfactives
Durative	+	+	+	-	-
Dynamic	-	+	+	+	+
Telic	-	-	+	+	-

Table 1. Situation types illustrated by verbs from codices or legal context

The situation types included in the table above can be illustrated by verbs from codes or general legal context:

States: *obowiazywać* ‘to be in force’, *zamieszkiwać* ‘to reside’

Activities: *nawoływać* ‘try to incite’, *handlować* ‘to trade’

Accomplishments: *splacać/splacić* ‘to repay’, *nakłaniać/nakłonić* ‘to incite/persuade’, *niszczyć/zniszczyć* ‘to destroy’

Achievements: *zabijać/zabić* ‘to kill’, *znieważać/znieważzyć* ‘to insult’

The presented outline of the semantics of Slavic aspect is very simplified and cannot explain the use of this category in specific contexts. First of all, the situation types refer not to verbs as lexical units but to predications — the verbs used in contexts complemented by objects and adverbials, like *splacać/splacić kredyt*.

The ipf aspect can also present actions in the past as general facts, as opposed to referring to them by pf verbs in a more specific context in which they occurred, e.g.

(9) Czytałem „Proces” Kafki.

I have read Kafka’s “The Trial” (in the sense of ‘I know the content’).

(10) Przeczytałem „Proces Kafki” na zajęcia z literatury.

I have read Kafka’s “The Trial” (as a homework for the seminar in literature).

The category of aspect not only encodes situation types, it is also highly sensitive to discourse factors and the structure of narration. According to Dickey (2000) the meaning of Polish aspect belongs to the transitional zone between the Western aspectual group, where the pf denotes totality, completeness of an action, and the Eastern aspectual group, where the pf expresses unique, temporally definite situations, qualitatively different from preceding and subsequent states of affairs in a narration. The consequence of the purely semantic meaning of the pf in the Western Slavic zone is its non-restricted use for the iteration of total events:

(11) *On každý den koupí noviny.* (Czech)

In contrast, an iteration of events must be coded in ipf in Russian and is usually coded in Polish, since it does not denote a unique temporally definite situation.

(12) *On pokupaet každyj den’ gazetę.* (Russian)

(13) *On codziennie kupuje* — much better than: *kupi* — gazetę.

3. The structure of penal codes and the choice of aspect

While Polish penal sanction provisions are usually formed as personal construction with the pronoun *kto* as a subject and with imperfective verbs, Czech provisions have the same syntactic structure but use perfective verbs, whereas Russian ones use nominalized forms which are not unequivocally marked for aspect:

(14) *Kdo jiného úmyslně usmrtí (př), bude potrestán...* (Trestní zákoník České republiky 2009, art. 140.1)

(15) *Убийство, то есть умыленное причинение смерти другому человеку, наказуется...* (Ugolovnyj kodeks Rossijskoj Federacii 1996, art. 105.1)

The Polish penal code, like the Czech, German and English codes, is based on the grammatical structure of a subject clause with the culprit as the subject: “Whoever does X, is punishable with Y”. Norms taking the form *Kto X, podlega karze Y* make up 188 of the 226 chapters in the special part of the code; repetition of this construction is an important factor for the code’s text cohesion and genre identity (Przetak 2014, 181). Such a structure was used back in ancient law: in the Code of Hammurabi and in biblical norms, mostly comprised in the Book of Leviticus:

(16) *Jeśli syn ojca swego uderzył, rękę utną mu* (195, Translated by Stepień 1996, 57).
[If a son strikes his father, his hands shall be hewn off.]

(17) *Kto zabije człowieka, musi ponieść śmierć.* (Leviticus 24.17, Biblia Tysiąclecia)
[Whoever kills any man shall surely be put to death. (New Kings James Bible)]

The *kto*-pattern was still followed (partially) by the Russian code of 1845 (*Uloženie o nakazanijax ugolovnyx i ispravitel'nyx*). The Polish translation of this code in force in the puppet state which was called Polish Kingdom preserved the perfective similar to stylized translations of ancient codes.

(18) *Kto sovret' ili istrebit' vystavlennyja [...] ot [...] načal'stva objaŋlenija tot [...] podvergaetsja arestu...*

Kto odedrze lub zniszczy obwieszczenia [...] przez zwierzchność [...] wystawione, ten ulegnie arestowi... (art. 249)

[Whoever tears off or destroys an announcement [...] by the authority [...] issued shall be arrested...]

Nonetheless, the default imperfective was introduced in the Polish translation of the Penal Code of the Austro-Hungarian Empire (1852), whereas the Czech translation of the same code used perfectives:

(19) *Wer um seines Vortheiles willen eine fremde bewegliche Sache aus eines Anderen Besitz, ohne dessen Einwilligung entzieht, begeht einen Diebstahl.* (art. 171)

Kto dla swojej korzyści zabiera cudzą ruchomość z posiadania drugiego bez tegoż zezwolenia, popełnia kradzież.

Kdo pro svůj užitek cizí movitou věc z držení někoho jiného bez jeho přivolení odejme, dopustí se krádeže.

[Whoever, for their own benefit, takes someone else’s movable property without the permission of the person owning it, commits a theft]

The choice of the imperfective aspect in Polish may have been affected by the unwritten rule of primacy of the present tense in the normative texts. It also fits in with the default iterative and omnitemporal function of the ipf in common Polish.

3.1. Accomplishment verbs and attempts to commit a crime

The verb *zabija* in (5) does not allow for an attempt interpretation ‘tries to kill’ since *zabija* is a typical achievement verb. However, there are some other verbs in the Polish Penal Code which could raise doubts about whether the committing of a crime is accomplished or merely attempted:

(20) Odpowiada za podżeganie, kto chcąc, aby inna osoba dokonała czynu zabronionego, nakłania ją do tego. (art. 18.2)

‘Whoever, willing that another person should commit a prohibited act, induces the person to do so, shall be liable for instigating.’

[translation from www.imolin.org]

There was a serious disagreement in the doctrine of law whether the incitement must cause a real change of mind of the addressee or whether a mere attempt to induce it constitutes an offence, resolved by the Supreme Court:

(21) ...słowo „nakłania” [...] należy rozumieć jako zawierające wymóg wywołania skutku, w postaci wzbudzenia u podżeganego zamiaru popełnienia czynu zabronionego, mimo że przepis posługuje się czasownikową formą niedokonaną. Formą taką posługuje się przecież kodeks również w innych przepisach, a mimo to nie budzi wątpliwości, że przepisy te dotyczą przestępstw skutkowych.

...the word *nakłania* ‘incites’ should be understood as containing a requirement that a consequence must be triggered – causing in the induced person an intention to commit a prohibited act, even though the legal provision uses an imperfective form of the verb. The same form is used in other provisions of the code which, without a doubt, do refer to crimes of consequence.

(resolution of the Polish Supreme Court I KZP 11/03, 21.10.2003)

The difference between two lexical synonyms close to the meaning ‘to incite’ used in the Polish Penal code: *nakłaniać* and *nawoływać* is striking here.

(22) Kto publicznie nawołuje do popełnienia występku lub przestępstwa skarbowego, podlega karze... (art. 255 § 1)

Whoever publicly incites to the commission of an offence, shall be subject to ...

[translation from www.imolin.org]

The aspect pair *nakłaniać/nakłonić* (see 20) describes the situation as accomplishment. Of course, the imperfective can also be interpreted as iterative or exemplifying, as in the quoted resolution. The verb *nawoływać* presents the situation as activity. As a result, *nakłanianie* is a crime of consequence while *nawoływanie* is not.

Accomplishment verbs are often interpreted as iterative in the Penal code. On the other hand, in the field of private law contracts, the ruling can value the pf-ipf opposition differently – as a real accomplishment situation:

(23) [...] subtelną różnicą pomiędzy słowem *uzgadniać*, a *uzgodnić* miała [...] fundamentalne znaczenie. Bezsprzecznie słowo „uzgodnić”, „uzgodniony” jest czasownikiem przechodnim i ma aspekt dokonany od czasownika niedokonanego „uzgadniać”, „uzgadniany”. Można coś z kimś uzgadniać, ale w efekcie niczego nie uzgodnić. Natomiast coś, co zostało uzgodnione, na pewno musiało być wcześniej uzgadniane.

Początkowo, umowa [...] przewidywała [...] wyłącznie aspekt uzgadniania. Nie obligowała powoda do uzgodnienia z pozwanym taryf dla ciepła, a jedynie do ich uzgadniania (ustalania, omawiania). Aneks [...] zobowiązał powoda do uzgodnienia z pozwanym taryf dla ciepła, a zatem do ostatecznego porozumienia się z nim w tej kwestii.

The subtle difference between the word *to uzgadniać*, *ipf negotiate* and *uzgodnić pf to agree* had an utmost importance. Undoubtedly, the word “agree”, “agreed” is a transitive verb and has perfective aspect of the imperfective verb “to negotiate”, “negotiated”. One can negotiate something with someone, without agreeing on anything as a result. However, something agreed on surely had to have been negotiated before.

At first the contract envisaged only the aspect of negotiating and did not oblige the complainant to agree with the defendant on the heat tariffs, but only to negotiate them (discuss). The annex obliged the complainant to agree with the defendant on the heat tariffs, thus to reach a final agreement with him on this matter.

(judgment of Sąd Okręgowy in Łódź X GC 247/12, 10.04. 2014)

In order to analyze other possible questionable uses of ipf verbs built was a corpus comprising the Polish Penal Code and Polish Civil Code, with the use of the web tool Korpusomat and Poliqarp search engine (korpusomat.nlp.ipipan.waw.pl). All words in the corpus were tagged for aspect. There are 2539 ipf verb forms of 230 different lemmas and 536 pf verb forms of different 138 lemmas in the Penal Code (this excludes participles and verbal nouns). 552 uses of ipf is the word form *podlega* ‘is subject to’.

In the special part of the Code (articles 117–363), there are 1553 ipf verb forms and 215 pf verb forms. Only few of them are potential accomplishments (meaning: they can occur as accomplishment predicates), e.g.:

gromadzić ‘to amass/accumulate’, *nakłaniać* ‘to persuade/induce’, *niszczyć* ‘to damage/destroy’, *organizować* ‘to organise’, *podrabiać* ‘to forge’, *przerabiać* ‘to alter (a document)’, *przewozić* ‘to transport’, *splacać* ‘to repay’, *werhować* ‘to recruit’, *wypełniać (blankiet)* ‘to fill in (a form)’.

In most cases the potential accomplishment is contextually disambiguated as a completed action and not an attempt as in (5), (20), (24) or (25):

(24) Kto działalność obcego wywiadu organizuje lub nią kieruje, podlega karze...

‘Whoever organises or leads activities of a foreign intelligence service, shall be subject to the penalty...’ (art. 130.4)

[translation from www.imolin.org]

(25) Kto [...] niszczy, uszkadza, ukrywa, przerabia lub podrabia protokoły lub inne dokumenty wyborcze...

‘Whoever [...] destroys, damages, conceals, alters or forges reports or other electoral documents...’

(art. 248.3)

The crime of organising and directing an intelligence service described in (17) can be proven if such a service is acting. Similarly, the plural object of (18) leads the inter-

pretation towards a fully completed act of destroying, damaging, concealing, altering or forging of many documents.

In fact, penal codes always use a specific construction to refer to the situation of a crime intended, but not having occurred. Every time a culprit is involved in an intended criminal action, but does not succeed in finishing it, the concept of ‘attempt’ is applicable. Although the concept of a punishable attempt is expressed literally in all modern codices, it is possible that the other Slavic languages apart from Polish avoid imperfectives in codes out of a fear of a possible ‘attempt’ misinterpretation. The case of the Polish verb *nakłania* shows that such fear is not entirely groundless.

4. Perfectives in the Penal and Civil codes

While imperfectives in the present tense denote all kinds of offences and their circumstances, the perfectives in the Polish Penal Code are generally used to specify extenuating and exempting circumstances, such as compensation paid to the victim by the perpetrator, etc:

(26) Kto bierze (ipf) lub przetrzymuje (ipf) zakładnika [...] podlega karze [...] Nie podlega karze za przestępstwo [...], kto odstąpił (past pf) od zamiaru wymuszenia i zwolnił (past pf) zakładnika. (art. 252)
 ‘Whoever takes or holds a hostage..., is subject to the penalty... [...] Whoever abandoned the intention to extort and released the hostage shall not be subject to the penalty for the offence...’

Other examples of extenuating circumstances in the pf added to a norm in ipf are as follows:

(27) ...dobrowolnie naprawił szkodę... ‘voluntarily redressed damage...’ (art. 295)

(28) ...dobrowolnie poniechał dalszej działalności ‘voluntarily desisted from further activities’ (art. 131)

(29) ...ujawnił [...] wszystkie istotne okoliczności popełnionego czynu... ‘disclosed [...] all the essential circumstances of the committed act...’ (art. 131 § 1)

[translations from imolin.org]

This role of perfectives in the code can be explained by the main textual function of this aspect value as temporally definite. The event denoted by a perfective becomes temporally definite or foregrounded against the background of the macrosituation expressed by imperfectives (Barentsen 2014). The situation *bierze zakładnika* ‘takes a hostage’ in (26) is temporally indefinite. But the causal relation between the release of a hostage and renouncing the imposition of penalty constitutes a short narrative story and makes the perfective *zwolnił* ‘released’ temporally definite.

Such use of perfectives is more common in the Polish Civil Code which — contrary to the Penal Code — describes situations more vividly and „tells stories” using perfectives as a standard narrative form:

(30) Za szkodę odpowiedzialny jest nie tylko ten, kto ją bezpośrednio wyrządził, lecz także ten, kto inną osobę do wyrządzenia szkody nakłonił albo był jej pomocny, jak również ten, kto świadomie skorzystał z wyrządzonej drugiemu szkody. (art.122, pf underlined)

Liability for damage is borne not only by the direct perpetrator but also by any person who incites or aids another to cause damage and a person who knowingly takes advantage of damage caused to another person.

(translation from supertrans2014.files.wordpress.com/2014/06/the-civil-code.pdf)

The predominance of imperfectives in the Penal code (in its general and special parts) compared with the Civil code is presented in the table based on the grammatically tagged corpus. Tab. 2. The ratio of perfectives to imperfectives is much higher in the Polish Civil Code than in the Penal Code:

Verbs (without participles)	Penal Code	Penal Code. Special Part	Civil Code
Verb forms			
Pf	536	215	1862
IpF	2539	1553	4665
Verb forms ratio Pf:IpF	0,21	0,14	0,4
Lemmas			
Pf	138	50	286
IpF	230	50	290
Lemmas ratio Pf:ipF	0,6	1	≈1

Table 2.

Conclusions

The default aspect value of verbs in Polish legal norms is imperfective, whereas other Slavic languages use perfective verbs or verbal nouns which are not marked for aspect. The primacy of the imperfective in Polish codes can be explained in terms of a tendency for making legal increasingly generalized. The imperfective aspect and the present tense as in *kto zabija* is often used in general and omnitemporal sentences, whereas the perfective verb in formal present tense *kto zabije* with the default meaning indicating the future would present the omnitemporal rule as a predictable, albeit untypical situation. If the perfective were to be used, an average speaker of Polish could indeed expect that someone will actually break the law and kill another person. In fact, the perfective is used to build a narration of “short stories” specifying the circumstances and the situation to which a legal norm refers. The Civil Code has a huge number of special situations which makes better use of this function of the perfective than the Penal Code.

Polish Penal Code uses imperfectives in general rules much more often and without fear of a possible ‘attempt’ of a misinterpretation. Nonetheless, the case of the Polish verb *nakłania* shows that such fear is not entirely groundless. When it comes to the ap-

plication of the norms containing potentially ambiguous verbs in courts, it turns out that the judges do possess good linguistic intuition and are aware of the role of grammatical interpretation and of the danger stemming from its overestimation, however, often they are not able to communicate it clearly when formulating the grounds for the judgement.

References

- Barentsen A., 2014, O vzaimodejstvii kategorii vida s drugimi glagol'nymi kategoriami pri vyražanii posledovatel'nosti dejstvij v sluchajax neogranichennoj povtorjaemosti v različnyh slavjanskix jazykax, in: Tipologičeskije issledovanija. Posveščatsja 80-letju V. S. Xrakovskogo. Acta Linguistica Petropolitana, vol. 10, part 3, (ed. N.N. Kazanski), St. Petersburg, p. 42–58.
- Dickey S.M., 2000, *Parameters of Slavic Aspect. A Cognitive Approach*, Stanford.
- Józwiak K., 2014, Specyfika aspektu werbalnego w języku prawnym na przykładzie Kodeksu karnego z 1997 roku, [in:] *Język współczesnego prawa: polityka a język*, eds. D. Kondracyk-Przybylska, A. Niewiadomski, E. Walewska, Warszawa, p. 179–201.
- Łaziński M., 2015, Verbal aspect and legal interpretation: the use of verbal aspect in Slavic penal codices, [in:] *Aspektual'naja semantičeskaja zona: tipologija sistem i scenarii diaxroničeskogo razvitija*. Sbornik statej V. Meždunarodnoj konferencii Komissii po aspektologii Meždunarodnogo komiteta slavistov, ed. M. Kitajo, Kioto, p. 131–136.
- Neset T., 2013, The history of the Russian semelfactive: the development of a radial category, *Journal of Slavic Linguistics* 21 (1), p. 123–169.
- Przetak M., 2013, *Struktura tekstu prawnego na przykładzie kodeksu karnego*, Gdańsk.
- Stępień 1996 — *Kodeks Hammurabiego*, transl. M. Stępień, Warszawa 1996.
- Savigny C. von, 1974, *System des heutigen Römischen Rechts*, Aalen.
- Vendler Z., 1967, *Linguistics and Philosophy*, Cornell University Press.

SUMMARY

Verbal Aspect and Legal Interpretation: the Use of Verbal Aspect in the Polish Penal Code

Keywords: verbal aspect, verb, legal norm structure, penal code, civil code.

Słowa kluczowe: aspekt czasownika, struktura normy prawnej, prawny, kodeks karny, kodeks cywilny.

The paper analyzes the central verbal categories: tense and aspect in Polish Penal Code of 1997 against the background of other codes in Polish, the current Russian, Czech and other Slavic penal codes as well as the codes of Austrian and German Empires in its Slavic translations.

The Polish legal order has not developed any binding instruction on how to interpret grammatical categories, so the question of its correct interpretation constitutes a challenge in the application of law. Verbal aspect, as well as grammatical gender or number, belongs to the most dangerous grammatical categories in the legal use because of the difference between the common sense and its legal meaning.