

Tesmoing le seel de lisle d'ausleron es-  
tabli es cōtractz de la diete isle le iour  
du mardi aps la feste sainenet Andre. Lan  
Mil.cc.lxvi.



## Kinga Lis

# The use of the subjunctive in an Early Modern English translation of the *Laws of Oléron*

**I**f a ship departe fro any place  
laden or not, & aryueth at anothe-  
er place the maryners ought not  
to go out wout leue of the may-  
ster / for yf the shyp shuld  
perysshe or hurt by any auēture / they be  
holden to make amendes But yf the shyp  
were ī a place where it were ankered with  
two or thre cables they may well go out  
without the maysters leaue / leuyng  
some of the maryners to kepe the shyppe  
and goodes / and they to come betyme to  
the shyppe and yf they tary longe they  
oughte to make amendes yf they haue  
wherewith Suche is the iudgement.

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in an Early Modern English translation  
of the *Laws of Oléron***



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Lublin 2021

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*To the memory of Katarzyna Kuczyńska-Rojas*



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## Introduction

When three years ago, while waiting for manuscript images of the oldest Anglo-Norman copies of the *Laws of Oléron*, I was looking for some interim object of study in the Early Modern English (eMnE) translation of the text, I noted the profusion with which the subjunctive – or forms which could potentially be subjunctive forms – were used in it. And I started wondering if this use of the subjunctive was typical of all texts of this period, or whether this was only a characteristic feature of this particular rendition.

This sparked a memory of my university grammar teacher who referred to the subjunctive as something “very strange” and not really used. A decision was made at that moment: that the use of the subjunctive in this particular text was to become the object of my research, if only to make it less exotic. Forbidden fruit tastes the sweetest.

Soon, what started as a personal quest for understanding and was aimed to be described in a brief paper, grew to a size which well exceeded – even at a preliminary stage – the scope of any paper. This is when a friend of mine suggested that maybe, instead of writing a paper, I should I write a book. And so I did.

The book has three interrelated objectives. The first of them is – unsurprisingly – to determine the pattern of the use of the subjunctive in an eMnE translation of the *Laws of Oléron* as contained in the 1536 edition of *The Rutter of the Sea* printed in London by Thomas Petyt, now kept in Lincoln’s Inn Library (i). Furthermore, it aims to verify if the observed pattern is typical of its distribution in the eMnE period in general (ii), and whether it was not affected in some way by the selection of moods in the text from which it was translated (iii). However, as always, the more immersed one gets in a topic, the more aware one becomes of the multiple aspects which need to be taken into consideration for one’s study to be meaningful.

First and foremost, before the research could begin in earnest, it was necessary to look beyond the text in question and to establish its source text, origins and the background against which it came into being. As this proved to be much more convoluted than I could expect, this part of the investigation on its own resulted in two papers (Lis 2020 and Lis 2021). Their findings are presented in this work in Chapter 1.

Another issue without which it would be impossible to proceed with the study was the subjunctive itself. What is it? How to identify it? How to define it? How come

it is veiled in numerous contradictory statements? What was its status in the earlier grammatical theory of English? In what contexts was it employed in the 16th century? These questions are answered in Chapter 2.

Chapter 3 is a bridge which connects and divides the theoretical (Chapters 1-2) and empirical (Chapter 4-6) parts of the book. It covers the methodology adopted in the study.

In Chapter 4, the goal is first to determine the distribution pattern of the subjunctive in the text analysed, and then to assess to what extent the account of the use of the subjunctive provided in Chapter 2 is reflected in the data gathered during the research. In other words, it tries to determine if the traditional claims concerning the use of the subjunctive in the relevant period are congruent with the analysed text. Is the text a typical representative of the period? Additionally, the data are juxtaposed with recent research on the subjunctive conducted on empirical data in other studies (cf. Chapter 2).

The investigation into the use of the subjunctive in the various clause types provided in Chapter 4 is complemented by shorter studies presented in Chapter 5. The same data are analysed therein from a set of different perspectives encountered in various studies on the topic of the subjunctive, such as the correlation between the subjunctive and the passive, the types of verbs used predominantly in the subjunctive, the influence of negation on the employment of the subjunctive, etc.

Another aim of the study (Chapter 6) is to investigate whether any influence of the Middle French (MF) source text is discernible in the use of the subjunctive in the translation examined here. Did it affect the translator's decisions concerning the choice of moods? Can one exclude the influence of the source text as a factor governing such selections? Certainly, this objective can be attained only to a limited extent, as in numerous cases it is not possible to separate the influence of the source text from those general trends noted for the use of the subjunctive in the eMnE period, or exclude the translator's personal preferences. Nevertheless, for the purposes of assessing the possible influence of the French text, the source text behind the eMnE rendition, as established in Chapter 1, and two oldest extant copies of the original text are juxtaposed with the translation, and the selection of moods in the relevant contexts is analysed. Certainly, such 'assessment' is only feasible to a limited extent. Additionally, a set of statistical tests are run on the data to determine if the extent of divergence in the selection of moods between the source text and the eMnE renditions is statistically significant.

The French texts on which the investigation is conducted are:

- a MF copy of the *Laws of Oléron* contained in the 1502 edition of *Le Routier de la mer iusques au fleuve de Jourdain* printed in Rouen by Jacques le Forestier, in possession of the Bibliothèque nationale de France, département Réserve des livres rares, RES-Z-2747;
- the two oldest extant Anglo-Norman (AN) copies of the text as recorded in *Liber Horn* (COL/CS/01/002) and *Liber Memorandum* (COL/CS/01/003), both now kept in the London Metropolitan Archives (LMA).

All in all, the analysis undertaken here should allow one to answer three interconnected questions, corresponding to each of the three objectives of the study: (i) what is the pattern of the use of the subjunctive in the 1536 edition of the *Laws of Oléron*?; (2) is the pattern congruent with the general trends in the distribution of the subjunctive noted for the eMnE period?; and (3) is the selection of moods in the text in any way affected by the choice of moods in the MF source text?

Importantly, the research presented in the work does not rely on critical editions and has been conducted on my own transcriptions of the text from images of the actual documents. The decision not to work on critical edition was motivated by linguistic considerations so that the analysis of the type presented here could not be influenced by such seemingly minor factors as the imposition of modern punctuation conventions on historical texts. This could, for instance, reflect on the interpretation of a clause as representing or not representing direct speech, which is relevant for the discussion of nominal clauses (cf. Section 4.3.4.3 of Chapter 4). Additionally, typographical mistakes and non-sense readings are usually amended in critical editions and hence what the reader is actually faced with is an interpretation, trying to make sense of such a reading. While this seems natural, such unamended readings could, nevertheless, be especially telling in a translation since they might testify to the difficult readings in the source text, providing proof for the affinity of the two.

The disadvantages of critical editions, which inevitably interfere in the interpretation and understanding of the text, have long been voiced. Certainly, the results of editorial interventions are the more visible the older the texts are, as they are further removed from present-day conventions. However, the concerns formulated for instance by Mitchell (1980), Pilch (1990: 301-302) or Liuzza (2006: 249-254) with editions of Old English texts in mind, are applicable to a greater or lesser extent to later texts as well. As stated by Liuzza (2006: 249-250), “[i]ndividually these may not seem like much, but each one adds or removes some nuance of meaning, and collectively they form our sense of what an Old English text should ‘look like’”. Therefore, in order to guarantee that my investigation examines only the language of the actual text of the *Laws of Oléron* as contained in the four documents listed above, i.e. Petyt’s eMnE rendition of the text into English, its MF source text and the two oldest AN versions, I have adhered to the texts as presented in the manuscript or early print images. Only by following this path could I be certain that I was not investigating a text which in reality never existed (Machan 1994: 54-55, Nichols 2009: 5):

the modern critical edition, however erudite and however useful, could not be a faithful representation of an original, but was, rather, a modern reconstruction of an ideal, that from our perspective, never existed. It might evoke the historical moment, but was in no sense *of* it.

Nichols (2009: 5)



## CHAPTER 1

# The *Laws of Oléron* – the Anglo-Norman, Middle French and Early Modern English versions

### 1.1 Introduction

As explained in the Introduction, the object of study is the subjunctive in an Early Modern English translation, dated back to 1528, of a text known by many names but here referred to as the *Laws of Oléron*. Other labels assigned to the text are: *Rôles d'Oléron* / *Rolls of Oléron*, *Jugemens d'Oléron* / *Judgements of Oléron*, *Jugemens de la mer* / *Judgements of the sea*, *Lois d'Oléron* / *Lex d'Oleron* or *Statutes of Oléron*. The common denominator for all these titles is the use of the name of Oléron, a small island near La Rochelle, off the western coast of France. The text is a compilation of various regulations pertaining to the relationships between shipmasters, mariners, merchants and local pilots which were to be observed both on board a ship and in port. It also tackled the relationship between members of one crew and those of another as far as safe journey was concerned.

The decision to adhere to the title *Laws of Oléron* with respect to the text stems from the fact that there is no single “correct” name which should be given to the document as all the various names appear both in its different copies and in the literature on the topic. Since *Laws of Oléron* is the name employed in the translation which is being examined as “*the lawes of the yle of Auleron*”, and also in two other versions of the four analysed texts (cf. below),<sup>1</sup> the choice appeared to be natural.

This study has three interrelated objectives. Firstly, it investigates the use of the subjunctive in the eMnE rendition of the laws. The results obtained in the course of this analysis are then presented against the pattern of the distribution of the subjunctive in England at that time, to the extent that such can be done (cf. Chapter 2). Furthermore,

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1. The two Anglo-Norman versions of the text use the names *lex d'Oleroun* (the text in *Liber Horn*) and *la lei de Oleroune* (the text in *Liber Memorandum*). On the other hand, the MF text uses the title *les jugemens de la mer*.

due to the text being a translation, it is also necessary to verify whether the employment of the subjunctive in the MF<sup>2</sup> source text did not influence the selection of moods in the eMnE rendition. Additionally, the oldest extant copies of the text, written in AN,<sup>3</sup> are also analysed from this perspective, providing a background against which to view the comparison between eMnE and MF. The reasoning behind this is that such an approach will allow me to determine (i) whether the use of the subjunctive in the text fits the descriptions of its use provided in standard histories of the English language, and (ii) whether its employment could (also) stem from the influence of the source text. As signalled in the Introduction, it is possible for the two factors to converge. However, before an analysis can be initiated it is necessary to provide a backdrop against which to view the findings.

It is the purpose of this and the following chapter to sketch out such a background. Whereas issues pertaining to the use of the subjunctive itself are discussed in Chapter 2, this chapter focuses on the text itself and its various versions analysed in the study. To begin with, the provenance (Section 1.2) and general character (Section 1.3) of the text are discussed, along with an outline of the types of matters regulated by the “code”. In the remainder of the chapter, attention is paid to the different versions of the document which are investigated in the study. Thus, in Section 1.4, the AN texts are brought to the fore, and the contents of the other copies of the text are discussed later on with reference to these earliest versions. That is, in Section 1.5 I deal with the eMnE rendition and then, in Section 1.6 with its MF source text. The discussion in summed up in Section 1.7.

## 1.2 General information about the text<sup>4</sup>

The text known as *Laws of Oléron* is wrapped in a thick veil of uncertainty concerning numerous aspects of its emergence, use and textual history. When it comes to the issue of the provenance of the *Laws of Oléron*, there have been many proposals. Some of them have already been refuted. Pardessus (1828: 283) lists five possibilities, i.e.:

---

2. The period in question extends from the 14th to the 17th century.

3. The language referred to was in use from the 11th to the 15th century, predominantly in the British Isles, but not exclusively, as it was also employed in other places where English administration was at work: e.g. Gascony and Flanders. Its source was the mixture of Old French varieties brought to England in the wake of the Norman Conquest, which, in practical terms, translates into AN and MF having one ancestor. For more on the topic, see Section 1.5.1.

4. Sections 1.2-1.4 and 1.5.2 are, to a large extent, based on my study presented in Lis (2020). Section 1.6, on the other hand, recounts the findings first reported in Lis (2021).

- (i) the *Laws of Oléron* are a translation of selected articles of the *Wisby Sea Law / Droit maritime de Wisby*;<sup>5</sup>
- (ii) they are of Flemish origin and were produced as *Jugemens de Damme / Vonnesse van Damme* ('Judgements of Damme'), subsequently spreading across Europe;
- (iii) they are of English origin and their creation was ordered by King Richard I;<sup>6</sup>
- (iv) they are of Saxon origin and were compiled by order of Otho, Duke of Saxony, while he acted as the Governor of the Duchy of Aquitaine;
- (v) they are of French origin and were compiled, or at least approved, by order of Eleanor of Aquitaine on her return from the Holy Land, when she was Louis VII's wife.

Twiss (1874: xviii) explains that the first of the theories arose due to the confusion concerning the actual shape of the early *Laws of Oléron*. The edition of the *Laws of Oléron* presented in Cleirac's (1647) *Us, et covtvmes de la mer* sparked a heated debate concerning the relationship between *Wisby Sea Law* and the *Laws of Oléron*. Acting upon undeniable similarities between the texts and the estimated compilation time of each, researchers were fully justified in accepting this interpretation. What was, however, unknown at the time was the fact that Cleirac's (1647) edition did not contain the original version of the *Laws of Oléron* (Twiss 1874: xx). In Studer's (1911: xxxi) words:

These rival claims would never have been put forward seriously, had it not been for the fact the French text was only known through the edition of Cleirac, in which the original Judgments had been modernised, modified, and enlarged, sometimes beyond recognition. The discovery of a considerable number of French MSS., preserved in English archives, some of them belonging to the early part of the fourteenth century, has placed the whole question in a different light altogether.<sup>7</sup>

The Flemish theory (ii) was convincingly refuted by Pardessus (1828: 355-370), who analysed both texts, i.e. the *Laws of Oléron* and *Jugemens de Damme*, and stated that the relationship is actually the reverse of the one presented above. In other words, *Jugemens de Damme* undeniably "have their source in the [Laws] of Oleron" (Twiss 1874: xix).

The German theory (iv), attributed to Leibnitz, was dismissed by Pardessus (1828: 284) and then by Twiss (1873: xlvi) albeit on different grounds. Pardessus (1828: 284) notes

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5. This theory was first put forward by Verwer (1711).

6. This theory was presented in numerous works, for instance those by Selden (1652) and Prynne (1669). For a more extensive list of references, see Pardessus (1828: 283, footnote 4). It is also repeated in Ward (2009: 20).

7. This situation is one of the extreme cases illustrating the dangers of using critical editions, instead of relying on the actual documents, discussed in the Introduction.

that the privilege granted by Otho and quoted by Leibnitz as a means of corroborating the stance concerning the postulated origin of the *Laws of Oléron* had no connection with maritime law whatsoever. Twiss (1873: xlix), on the other hand, ventures to state that is actually not the case of a mistake on the part of Leibnitz, but rather an instance of an erroneous interpretation of his words. To support his stance, he quotes a passage from Leibnitz (1711: 29), which I also provide below, preserving the original orthography used in Leibnitz.

Porro ut in Balthico mari *Wisbyenses*, ita in Oceano Europæo *Oleronenses Leges* in autoritate fuere, pene instar veterum Rhodiarum; &, ut *Henricus Leo Wisbyensibus*, ita *Otto* ejus filius nondum Imperator, sed adhuc Dux Aquitaniæ & Comes Pictaviensis, Oleronis Insulæ, ex adverso Pictavorum sitæ, habitatoribus privilegium dedit, quod hic patris ejus Henrici Leonis privilegio, Gutensibus concessio subjiciemus.<sup>8</sup>

Clearly, although the *Laws of Oléron* are referred to, no claim is made as to their authorship being that of Otho's. Moreover, the privilege quoted then by Leibnitz (1711: 30) grants the men of Oléron the right to "give their daughters in marriage to whomsoever they pleased without the previous consent of their lord, and to dispose of their property upon their death freely by testament" (Twiss 1873: xlix).

This leaves only two theories, the English (iii) and the French (v), as potentially explaining the provenance of the *Laws of Oléron*. They "rest upon a common groundwork [...] that the Judgments of the Sea were compiled in the island of Oleron in the latter half of the twelfth century" (Twiss 1873: xlvi). The French theory (v), which attributes the compilation of the *Laws of Oléron* to the order of Eleanor of Aquitaine, was advanced by Cleirac (1647: 2) in the following words:

Cette Princesse [i.e. Eleanor of Aquitaine] estant de retour du voyage de la Terre Sainte, au mesme temps que les Coustumes de la mer du Leuant, incérées au liure *du Consulat*, furent en vogue & en credit par tout l'Orient, elle fit dresser le premier project des Jugemens lesquels furent intitulez Roole d'Oleron, du nom de son Isle bien aimée, pour servir de loy en la mer du Ponant, à juger toutes questions sur le fait de la Navigation. A suite son Fils Richard Roy d'Angleterre & Duc de Guyenne, reuenant d'un semblable voyage de la Terre Sainte, augmenta la piece sous le mesme titre de Roole d'Oleron; laquelle piece ne tient rien [d]e l'Anglois, le Texte en est conçu en vieux termes François, ressentans le Gascon, & nullement le Normand ou l'Anglois. Toutes les hypotheses sont formées pour le voyage de Bourdeaux, pour la charge de vins & d'autres marchandises audit lieu, & pour le transport

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8. In Twiss's (1873: xlix) translation:

that as the laws of Wisby in the Baltic Sea, so the laws of Oleron in the European Ocean had an authority almost equal to that of the Rhodian Laws; and that as Henry the Lion gave to the inhabitants of Wisby, so Otho his son, not yet Emperor but Duke of Aquitaine and Count of Poitou, gave to the inhabitants of the island of Oleron a privilege which we will subjoin to the privilege which Henry the Lion granted to the inhabitants of Gothland.

& descharge à Saint Malo, à Caen, à Rouën, Ports de France; & ne dit rien pour la Tamise, pour l'Angleterre, & pour l'Irlande.<sup>9</sup>

Twiss (1873: li) finds this explanation untenable on the grounds that such an important contribution to the creation of the *Laws of Oléron* on the part of Queen Eleanor would have been noted before and not disclosed only towards the end of the 17th century. Furthermore, the information provided by Cleirac (1647: 2) has been proved to be flawed with respect to the assertion that the *Laws of Oléron* have nothing to do with England or have nothing English about them. This could well be true of the version of the document presented by Cleirac (1647), but in his edition he did not provide the earliest available text of the *Laws of Oléron*. The two earliest preserved AN texts in one of their articles (Article 13) directly reference Normandy, England, Scotland, Guernsey, Yarmouth, Flanders and Calais.<sup>10</sup>

As can be seen, the English theory (iii) concerning the provenance of the *Laws of Oléron* does not differ dramatically from the French one (v), especially since the latter also mentions King Richard I (Pardessus 1828: 283). Twiss (1871: lxix), who analyses the issue in much detail in his three volumes of *The Black Book of the Admiralty*, concedes that it might not have been King Richard I himself, but perhaps his successors who not so much as ordered the creation of the *Laws of Oléron* but rather sanctioned their use in England, having adopted them from the Island of Oléron (Twiss 1871: lviii).<sup>11</sup> In Twiss's (1871: lxix) words:

it is reasonable to infer that the Laws of Oleron were in use in the Maritime Courts in the reign of his [Edward III's] grandfather, but whether they were put in use by Edward I. for the first time, or had been a tradition from the reign of King Richard I., is a question [...]

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9. This princess, on her return from her voyage to the Holy Land, at the time that the Customs of the Sea of the Levant, collected in the Book of the Consulate, were in vogue and credit throughout the Levant, conceived the first project of the Judgements, which were entitled the Rolls of Oléron after the name of her beloved island. They were to serve the Law of the Sea in the West, to adjudicate in issues related to navigation. Afterwards, her son, Richard, the King of England and Duke of Aquitaine, returning from a similar voyage to the Holy Land, augmented the document under the same title of the Rolls of Oléron. The document has nothing English about it, the text being phrased in old French terms, imbued with some Gascon features but no Norman or English ones. All the hypothetical judgements are provided for voyages from Bordeaux, cargoes of wine and other merchandise in this place and with their transport and discharge in Saint-Malo, Caen, Rouen, ports in France, and they say nothing of the Thames, England or Ireland. (translation mine)

10. Information on these texts is provided below.

11. This also has to do with the fact that King Richard I did not return to England via Oléron (Twiss 1871: lviii). Additionally, Frankot (2012: 12) draws attention to the fact that the *Laws of Oléron* "show no sign that somebody as important as a king had anything to do with [their] 'codification'".

This assumption is based upon a mention of the *Laws of Oléron* in a report from the 12th year of King Edward III's reign (25 January 1338-24 January 1339)<sup>12</sup> (Twiss 1871: lvii-lviii), along with the information that they were “corrected, interpreted and declared” by King Richard I (Twiss 1871: lvii), and then “published in the Island of Oleron and were named in the French tongue [...] la ley Olyroun” (Twiss 1871: lvii-lviii). Twiss (1871: lviii) states that the question is

not whether the Judgments of Oleron had been published by King Richard I in the Island of Oleron on his way homewards from the Holy Land, but whether King Richard I, upon his return to England, sanctioned those Judgments which had been previously published at Oleron.

If one adopts this perspective, it appears clear that part of the French theory (v) is congruent with the English theory (iii) on the provenance of the *Laws of Oleron*, although both of them appear to be unable to solve definitely the problem of “authorship”. This inability combined with the textual features of the *Laws of Oléron*, the majority of whose articles end in the phrase *Et cest le iugement en ceo cas / Et ce est le iugement en ceo cas / Et tel est le iugement / The iugement is suche*,<sup>13</sup> or a similar one, prompted Pardessus (1828: 303-304) to come up with a different explanation for their origins:

Il est donc probable que ces usages n'appartiennent point spécialement à Oléron. Ils contiennent en effet des règles essentielles à tout commerce maritime, quelque part qu'on le pratique; et même les dispositions qui tiennent à des localités, ne sont pas spéciales pour l'île d'Oléron : elles concernent le vaste littoral de la France depuis Bordeaux jusques aux côtes de Flandre, la mer d'Angleterre et celle d'Ecosse.<sup>14</sup>

In other words, Pardessus (1828) looked upon the *Laws of Oléron* “as a kind of hand-book [...], based on customs generally acknowledged and on judgments delivered at various times on definite issues, and compiled by some specialist for the benefit and guidance of the judge and the contending parties alike” (Studer 1911: xxxi-xxxii). The fact that the name of Oléron is specifically mentioned in the manuscript copies of the text is considered by Pardessus (1828: 305) to be the result of the name being continuously copied, along with the text of the document, from one of the early versions.

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12. A detailed regnal calendar of Edward III can be accessed at <http://www.medievalgenealogy.org.uk/cal/reg11.htm> [04/09/2019]. For some reason, Frankot (2010: 159 and 2012: 12) ascribes this report to the year 1329, citing Twiss (1871: lviii) as her source.

13. The quotations are provided after the four texts analysed in this study. See below for more information.

14. It is thus probable that these customs do not belong specifically to Oléron. They contain, in fact, essential rules related to all maritime commerce, wherever it be practised; even those arrangements which refer directly to some locations are not specified for Oléron: they concern, rather, the vast French coastline, from Bordeaux to the coast of Flanders, the English Sea and that of Scotland. (translation mine)

This view is contested by Twiss (1873: xliii), who is rather inclined to see them as a compilation of some actual previous judgements, as this was the practice at the time (Twiss 1873: xlv). In the case of the *Laws of Oléron*, this would be a set of court decisions which were sanctioned in Oléron, a port popular among sailors in the relevant period (Twiss 1873: lv).

An intermediate position is taken by Kiesselbach (1906), who agrees with Twiss (1873) as to the *Laws of Oléron* originating on the Island of Oléron (Kiesselbach 1906: 5), but rejects the idea that they could be a record of court judgements from Oléron (Kiesselbach 1906: 6-7). Kiesselbach (1906: 8) would rather see them, like Pardessus (1828) did, as – to use Studer’s (1911: xxxiii-xxxiv) phrasing – “a compilation of customs, undertaken by some lawyer versed in the subject of the administration of maritime law”. In this light, the final line concluding each article (cf. above) is perceived by Kiesselbach (1906: 22) as instructing that this is what customs dictate in the situation discussed in the article. Kiesselbach (1906: 26-36) explains that the text was originally designed to regulate the trade in wine between La Rochelle and certain ports in Northern Europe.

More recently, Frankot (2012: 13) concurred with Kiesselbach’s (1906) view as to the hypothetical nature of the laws but did so on the authority of Krieger (1970: 31-32).<sup>15</sup> Furthermore, in contrast to Kiesselbach (1906) and in agreement with Krieger (1970: 20), Frankot (2012: 13) postulated that

[t]he Rôles d’Oléron did not originate in one port, as the name might suggest. The original of these written laws was presumably kept on the island of Oléron and transcribers of the text subsequently joined the name of the island to the law [...]

Perhaps, then, it would be enough to admit that the question concerning the actual authorship of the *Laws of Oléron* and the process of their creation will most probably remain unanswered. It seems quite likely, however, that “they received some kind of sanction at the hand of the rulers of Aquitaine” quite early on (Studer 1911: xxxiv). Interestingly, at the probable compilation time, i.e. the 13th century, the island was in English hands,<sup>16</sup> which, in a sense, once again brings to the fore the correlation between the French and English theories.

The date of compilation of the *Laws of Oléron*, on the other hand, seems to be a slightly less contested issue. This matter is necessarily closely connected to the theories concerning the place of origin and thus they were originally predominantly inferred

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15. Cordes (2017: 72) uses the example of the *Laws of Oléron* to argue that the provisions of medieval maritime law did not operate at a general level typical of present-day law codes, but instead “consist[ed] of collections of judgements and other decisions of single disputed questions”.

16. In this light it is surprising to read de Maisonnewe’s (2015: 310) comment in which he states: “[d]e toute façon, Oléron faisait partie de l’Aquitaine, province française et non anglaise” (“in any case, Oléron was a part of Aquitaine, a French not English province”).

to have been compiled sometime in the 12th century.<sup>17</sup> Nowadays, however, they are considered to have been drawn up in French in the 13th century, most probably “in or shortly before 1286” (Frankot 2007: 159) since this is the date provided in some of the manuscripts (Frankot 2010: 136 and 2012: 11, on the authority of Krieger 1970: 71). There are manuscripts and extant copies of the text which provide a different date, i.e. 1266, but Krieger (1970: 39) interprets this to be a copying mistake, since the manuscripts which provide the 1286 date are older than those with the 1266 dating (cf. Frankot 2012: 11). Interestingly, two of the texts analysed in this study, the MF copy and the eMnE translation of this source or of a very similar text, provide the earlier, i.e. 1266, dating.

### 1.3 The objective of the *Laws of Oléron* and their spread

One issue which appears to be settled is that the primary purpose of the *Laws of Oléron* was to regulate the wine trade between Brittany, Normandy, England, Flanders and Scotland (Frankot 2007: 159 and 2010: 136, Heebøll-Holm 2013: 130). Furthermore, it is known that they were already in use in England in the first half of the 14th century, due to the aforementioned report from the reign of Edward III, and the fact that there are two extant 14th-century copies of the *Laws of Oléron* in Anglo-Norman (AN), now kept in the London Metropolitan Archives.<sup>18</sup> However, the exact date at which the *Laws of Oléron* were introduced into England remains unknown. According to Twiss (1871: lxvii-lxviii), they were adopted in Castile in the 13th century. By 1364 they had become part of the official sea law of France (Twiss 1871: lxiv, Frankot 2010: 137, de Maisonneuve 2015: 310), since in that year Castilian merchants were granted by Charles V the right to have cases adjudicated and be judged in accordance with

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17. Cf. theories (i)-(v) above. Note that the 12th-century dating is still given in Ward (2009: 20), who most probably followed in this respect some earlier authority on the topic of the *Laws of Oléron*. Ward (2009), on the other hand, becomes one of the two sources of information concerning the dating for Heebøll-Holm (2017: 130), who puts the date at around 1200. The other source is Runyan (1975: 98). Similarly, the 12th-century dating as “the current consensus” is provided in Kowaleski (2009: 104), who in this respect follows Studer (1911) and Burwash (1947: 171). Burwash (1947: 171), in turn, also quotes Studer (1911) as her source, as does Wood (1914: 196).

An even earlier dating was proposed by Pardessus (1828: 301): he dated the *Laws of Oléron* to the end of the 11th century.

18. The oldest version is dated to the early 14th century: 1311 (Cordes 2017: 72) or 1315 (Heebøll-Holm 2013: 130). Cf. below for information on these.

the *Laws of Oléron* (Twiss 1871: lxiv, Frankot 2010: 137).<sup>19</sup> The second half of the 14th century also witnessed a translation of the laws into Scots (*Oflawis of scyppis*; Frankot 2007: 159).<sup>20</sup> In the late 13th or early 14th century, the *Laws of Oléron* were in use in a translated version referred to as *Vonnesse van Damme* (cf. above) in the Low Countries (Frankot 2010: 137). Moreover, “the laws subsequently found their way to the Baltic region as part of a compilation which also included the Dutch customary laws known as *Ordinancie* and some regulations from Lübeck” (Frankot 2010: 137). It came to be known as *Wisby Sea Law*, mentioned above in (i), which, at one point, was regarded as a source text for the *Laws of Oléron* but has been proved to be a later (late 14th-century) creation. Interestingly, it was “not statuted at Wisby” (Frankot 2012: 22) and its origins are still obscure.<sup>21</sup>

As I indicated in my (2020) paper, the widespread adoption of the *Laws of Oléron* briefly described above prompts a question concerning their “status as universal medieval international maritime law”. Disappointingly, it seems that there is no straightforward answer. Some researchers are willing to assign this role to them, among them Twiss (1873: xlvi), who states:

The Judgments of the Sea [...] have been accepted as a Common Maritime Law in every country which borders on the Atlantic Ocean or on the North Sea, whilst the kings of Castile gave them the authority of law in their ports in the Mediterranean, and the trading cities of the Baltic incorporated their provisions into their own maritime law.

Ward (2009: 20) and Heebøll-Holm (2013: 130) advocate the *Laws* acceptance in Northern Europe. All of these statements contrast, however, with Frankot’s (2012) findings, who, on the basis of an extensive study conducted on the records from five European cities, i.e. Aberdeen (Scotland), Gdańsk (referred to as Danzig, Poland), Kampen (the Netherlands), Lübeck (Germany), and Tallinn (referred to as Reval, Estonia), concludes that “[t]here is no evidence that the *Rôles d’Oléron* were used throughout northern Europe and that the town laws only include additions to them”.

Moreover, the same case could be adjudicated differently, depending on the court to which the case went. Since, in principle, the interested parties could choose between their respective courts, the destination and departure courts (Frankot 2012: 149), the legal systems applied to the case were different. Furthermore, in the case of an accident, the court responsible for adjudicating in the case was the one nearest the accident site (Frankot 2012: 149).

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19. The text is usually assumed to have functioned in Northern France at a date preceding 1364, possibly in the 13th century, but there are no extant copies of the text (from Normandy or Brittany) dated to that time whose existence would definitely resolve the issue (Studer 1911: xxxix).

20. According to Frankot (2012: 13), the translation was “made from the original French [...] and is quite close to the text in the Liber Horn”, i.e. one of the texts analysed here (cf. below).

21. As explained by Frankot (2012: 22), it was only in the 19th century that its constituent elements were accurately identified. The part of the name connecting these laws with Wisby is most probably due to the original manuscript being kept in Gotland (Frankot 2012: 22).

## 1.4 The earliest Anglo-Norman copies

Twiss (1871: lxiii) distinguishes two groups of manuscripts among the early versions of the *Laws of Oléron*: the Gascon and the Norman / Breton. The English manuscripts belong to the latter group, along with the Flemish *Vonnesse van Damme* (Twiss 1871: lxiii). A similar division is put forward in Studer (1911: xlvii-xlviii), who claims that, from the two main branches which derived from the original text, one is common for the Castilian and northern French copies, and the other consists of “all the English, Gascon, Flemish, and German” manuscripts, stemming, most probably, from an Anglo-Norman version. Within the latter, two groups can be distinguished and the differences between them are so extensive that “one might almost be tempted to assume a closer connection between” one of these groups and the other main branch than between the two subgroups (Studer 1911: xlvii).

A different opinion is formulated by Krieger (1970: 7), who postulates that the manuscripts ought to be classified by region rather than into two branches, as is done in Twiss’s (1871) and Studer’s (1911) approaches. This opinion is repeated in Frankot (2012: 11-12). Ward (2009: 20), on the other hand, upholds the earlier division and disregards Krieger’s (1970) suggestion.

All the confusion surrounding the *Laws of Oléron*, along with Studer’s (1911: xlvii) remark concerning the divergences between the versions of the text, serve as a warning as to the actual contents of the code, or rather, contents of its various versions. Since it is not my intention to provide an account of all of these,<sup>22</sup> I will limit the discussion to the oldest manuscripts of the laws and the other two copies under analysis here will be discussed in relation to them.

As mentioned in Section 1.2, the two oldest extant copies of the *Laws of Oléron* are AN versions of the text, both kept now in the London Metropolitan Archives (LMA). These are preserved in *Liber Horn* (COL/CS/01/002) and *Liber Memorandum* (COL/CS/01/003). According to the relevant entries<sup>23</sup> in the Collections Catalogue on the LMA’s website, the latter is an earlier manuscript with respect to the initial date of creation, dated by the archives to 1298 (the 26th year of Edward I’s reign, which lasted from 1272 to 1307). The manuscript contents, on the other hand, can be dated predominantly to Edward II’s (1307-1327) reign and the initial years of his son’s, Edward III (1327-1377), reign (Riley 1862: x),<sup>24</sup> and consist of “a variety of ancient ordinances and charters” (Twiss 1871: lviii). The manuscript is a quarto volume and

22. This was done, for instance, by Pardessus (1828-1845) and Twiss (1871-1876).

23. These are [https://search.lma.gov.uk/scripts/mwimain.dll/144/LMA\\_OPAC/web\\_detail/REFD+COL~2FCS~2F01~2F002?SESSIONSEARCH#?c=0&m=0&s=0&cv=0&z=-1.1142%2C0.6171%2C3.0935%2C1.5426](https://search.lma.gov.uk/scripts/mwimain.dll/144/LMA_OPAC/web_detail/REFD+COL~2FCS~2F01~2F002?SESSIONSEARCH#?c=0&m=0&s=0&cv=0&z=-1.1142%2C0.6171%2C3.0935%2C1.5426) for *Liber Horn* and [https://search.lma.gov.uk/scripts/mwimain.dll/301879045?UNIONSEARCH&APPLICATION=UNION\\_VIEW&LANGUAGE=144&HISTORY=LMA\\_DESCRIPTION&ERRMSG=\[WWW\\_LMA\]err.htm](https://search.lma.gov.uk/scripts/mwimain.dll/301879045?UNIONSEARCH&APPLICATION=UNION_VIEW&LANGUAGE=144&HISTORY=LMA_DESCRIPTION&ERRMSG=[WWW_LMA]err.htm) for *Liber Memorandum*.

24. Twiss (1871: lviii) estimated them to be no later than 1322 (the 15th year of Edward II’s reign).

consists of 193 parchment leaves, “those after folio 170 being in general left blank” (Riley 1862: x). “Such passages in this Volume as seemed either to be of value in an historical point of view, or likely to interest the antiquarian reader” (Riley 1862: x-xi) are presented in Riley (1862: 430-456), but the *Laws of Oléron* are not among them. To the best of my knowledge the text of this version has never been transcribed and presented on its own, even though the readings of the copy are collated with readings of other manuscripts in Twiss’s (1871-1876) editions of the *Laws of Oléron* and are referred to by other editors, e.g. Ward (2009).

The text of the *Laws of Oléron*, entitled *La lei de Oleroune* in this manuscript, is given on folios 103v-110v and “immediately preced[es] certain charters of William the Conqueror drawn up in Saxon and Latin, which are stated to have been copied A.D. 1314” (Twiss 1871: lviii-lix). The dating of this copy of the *Laws of Oléron* provided by Twiss (1873: lxxxv) is the early 14th century. Based on the handwriting and the absence of certain corrections which are present in *Liber Horn*, Twiss (1871: lx, 1874: xv) considers the copy of the *Laws of Oléron* preserved in *Liber Memorandum* to be earlier than the *Liber Horn* copy.<sup>25</sup> Studer (1911: xlii) appears to concur with this view, whereas Krieger (1970: 13) states that the presence of the plural pronoun *il*, typical of the 13th century, next to the more modern form *ils*, in the *Liber Horn* copy of the *Laws of Oléron* testifies to it being older than the copy preserved in *Liber Memorandum*, where *ils* is employed throughout. Frankot (2012:12) simply states that the *Liber Horn* copy of the text is its oldest extant version. The text presented in *Liber Memorandum* begins in the following way: “(C)Eo est la Copie de la ch(art)re Doleroune des iuggemenz de la mier” (fol. 103v), whereas the title given in the margin is *La lei de Oleroune*.<sup>26</sup>

The LMA Collections Catalogue dates *Liber Horn* to 1311. The same date is put forward by Twiss (1871: lix) and Cordes (2017: 72).<sup>27</sup> As explained in Twiss (1871: lix), the date is provided on folio 20v, where someone wrote in a contemporary hand that the manuscript was compiled for Andrew Horn (c. 1275-1328), who was a London fishmonger, in 1311.<sup>28</sup> Ward (2009: 22) and Heebøll-Holm (2013: 130), in contrast, provide a 1315 dating for both manuscripts. Studer (1911: xlii) and Frankot (2012: 12) speak generally of the early 14th century. Similarly to *Liber Memorandum*, the *Liber Horn* manuscript is a compilation of various statutes, charters and customs (LMA Collections Catalogue).

The text of the *Laws of Oléron* provided on folios 355v-360r in *Liber Horn* can be dated to 1321-1328, according to Twiss (1871: lix), and this estimate is based on

25. Twiss (1874: xv) even speaks of the *Laws of Oléron* in *Liber Horn* as being, possibly, a transcript from those in *Liber Memorandum* due to similar omissions in both manuscripts.

26. The first two lines of the text are indented and there is some space left for the initial which was never provided. There is a small faded <c> letter in this place.

27. To be more precise, Cordes (2017: 72) states simply that “the oldest preserved manuscript is from 1311” but does not provide any information as to which manuscript he has in mind.

28. Andrew Horn was also a scholar, “one of the most learned lawyers of his day” (Twiss 1871: lix) and a Chamberlain of the City of London (Twiss 1871: lix).

the positioning of the document within the manuscript. The same information is provided in the LMA Collections Catalogue entry for *Liber Horn*. As remarked above, Twiss (1871: lx) believes that this version of the laws postdates the *Liber Memorandum* copy, whereas Krieger's (1970: 13) account postulates the opposite. Ward (2009: 23) finds the *Liber Horn* text the "clearer of the two" but does not say whether he is referring to the phrasing. This is in line with Twiss's (1871: lx and 1874: xv) remark concerning the corrections present in *Liber Horn* and his justification for the choice of the later copy of the two as the basis for his edition (Twiss 1874: xvi):

Notwithstanding the claim of the *Liber Memorandum* to somewhat higher antiquity, which is clearly established by the character of the handwriting, the Editor considers that the text of the *Liber Horn* has a preferable claim to publication, as the more faithful representative of the earliest known version of the Judgments of the Sea, inasmuch as many of the deficiencies of the text which are common to both MSS. have been made good in the *Liber Horn*, and so far the text of the *Liber Horn* is more complete.

The *Laws of Oléron* from *Liber Horn* – in contrast to those in *Liber Memorandum* – have already been edited by Twiss (1874: 4-33),<sup>29</sup> Krieger (1970: 123-145) and Ward (2009: 183-191).<sup>30</sup> Twiss (1871 and 1873) also collates the readings of this manuscript with some others in his editions of various manuscripts containing the text. The text begins thus: "Ceo est la copie de la chatre Doliroun des iugemenz de la meer" (fol. 355v) and the brief title running at the top of each folio, with the exception of fol. 356v, is initially *lex d'Oleroun* and then, from fol. 357r, just *Oleroun*.

Since the two copies are very close, their contents do not differ to a great extent. The *Laws of Oléron* in the *Liber Horn* and *Liber Memorandum* manuscripts consist of 24 articles, i.e. laws/judgements, which constitute the core of the text to which new articles were added, some articles were subtracted and/or which were simply replaced in later versions of the document. In Table 1.1 at the next page, I provide a short overview of the *Laws of Oléron* presented in these two AN versions of the text, adhering to the "table of subjects" compiled by Twiss (1874: 2-3).

Even a cursory look at the list of articles provided in Table 1.1 gives one an idea of the diversity of the issues which the *Laws of Oléron* handled. In fact, one could attempt to group them according to topic, as is done in Ward (2009: 23), since articles dealing with similar topics are interspersed within the whole text rather than being placed next to each other.<sup>31</sup> The general areas referred to in the articles are, according

29. Twiss (1874: 4-33) also provides a running translation of the Anglo-Norman text.

30. Ward (2009: 191-205) also offers his own translation of the document and a commentary on each of the articles.

31. As noted by Charzyńska-Wójcik (p.c.), such an organisation of the text could be a reflection of the manner in which the text came into being in the course of history. In other words, the document would be a collection of customs put down in writing in the order of their emergence, rather than an "enlightened attempt at a comprehensive set" of solutions to certain problems with which people living off the sea dealt (Charzyńska-Wójcik p.c.).

Table 1.1: Contents of the Anglo-Norman versions of the *Laws of Oléron* (after Lis 2020, Table 4)

Article n <sup>32</sup>	Contents
1.	The master may not sell the ship, but may pledge the ship's apparel to buy necessities
2.	The master is bound to take counsel with the ship's company, whether he shall sail or not
3.	The duty of the master and of the mariners in case of shipwreck
4.	In case of shipwreck the master may carry forward the goods in another ship
5.	Mariners may not go ashore in harbour without the master's leave
6.	Mariners who go ashore, unless in the service of the ship, and are hurt, must be cured at their own expense
7.	A sick mariner must be placed on shore in the care of a nurse, and if he dies, his wages must be paid to his wife or relatives
8.	The master in case of danger may make a jettison. How the jettison is to be shared between the ship and the cargo
9.	If the master has to cut away his mast, he is to be compensated, as in a case of jettison
10.	The quality of the ropes used for hoisting the cargo ought to be approved by the merchants
11.	To what extent the master is liable to make compensation for damage to the cargo from careless stowage
12.	The penalty for abusive language, and for blows on board a ship
13.	Harbour pilotage is payable by the owners of the cargo
14.	Disputes on board between the master and the mariners
15.	Damage done to a ship at her moorings by another ship entering the port
16.	A ship ought not to anchor too near another ship in havens of shallow water. Buoys to be placed over anchors
17.	What diet the mariners of Brittany and of Normandy respectively ought to have
18.	What freight shall be allowed to the mariners
19.	The mariners are bound to bring the ship back to her port
20.	Distinction between mariners hired for freight, and mariners hired for wages
21.	Mariners may take meat on shore, but not drink
22.	Demurrage <sup>33</sup> payable by the merchants, how it should be divided between the master and the mariners
23.	The master may sell part of the cargo to purchase necessities
24.	The duty of the pilot to bring the ship up to her berth <sup>34</sup>

32. The code consists of *articles*, as the different judgements/laws are called in the literature on the topic. The numbers assigned to the articles here are not originally used in the AN texts. They are adopted in line with the sources dealing with the *Laws of Oléron*, such as Twiss (1871 and 1873), Studer (1911) and Ward (2009).

33. *Demurrage* is defined by the OED as “[d]etention of a vessel by the freighter beyond the time agreed upon; the payment made in compensation for such detention”.

34. *Berth*, according to the OED, denotes “[c]onvenient sea-room for a ship that rides at anchor”, “sufficient space wherein a ship may swing round at the length of her moorings”.

to Ward (2009): (i) regulations concerning the shipmaster’s conduct and responsibilities, (ii) regulations dealing with the crew’s duties, (iii) regulations tackling discipline, (iv) regulations concerning employment, (v) regulations pertaining to health and safety, (vi) regulations applying to freighting merchants. One topic altogether absent from the “code” is piracy (Ward 2009: 23, Heebøll-Holm 2013: 131-134 and 2017: 41).

## 1.5 The Early Modern English translation of the *Laws of Oléron*

As mentioned above, the two manuscript copies of the *Laws of Oléron* described above are the oldest extant versions of the document.<sup>35</sup> All other copies are at a greater remove from the original and thus there are inevitable changes in the text of the articles, or in their presence altogether, between the various versions. Studer (1911: xlvi) presented all English, i.e. preserved in England, and French copies of the *Laws of Oléron* as stemming from two source texts, which came from one original. He explained, however, that the resemblances between the oldest AN copies of the text kept in England and French exemplars are striking and it is only due to “one or two passages” that one cannot assume a closer direct relationship between them (Studer 1911: xlvi). Thus, despite the fact that one cannot presume either of the two AN copies to have been a direct source for the French source text (cf. Section 1.6), the textual relationship between them is close. Since the objective of the present study is to analyse an eMnE translation of the text, I will now move on to describe the relevant text and its closest known MF counterpart(s) and then I will relate the contents of these two texts to the two early AN copies.

In contrast to the practice of other countries, where the *Laws of Oléron* became quickly available in translations into local languages,<sup>36</sup> in England it was only in the 16th century that their rendition appeared. The obvious question is why? Two possible reasons can be put forward here: either they were not needed because they had not been employed to regulate marine matters before that time, or they had not been

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35. Studer (1911) argues that the version of the *Laws of Oléron* as preserved in *The Oak Book of Southampton* (ca. 1300) is “the most reliable version of these ancient sea-laws” (Studer 1911: lxiii). The text does, however, contain one extra article, which means it was copied from a later manuscript than the *Liber Horn* or *Liber Memorandum* copies (Studer 1911: lii-liii), and a number of omissions are noted there (Studer 1911: li).

36. Cf. Section 1.3, where a 13th-century Castilian rendition and 14th-century translations into Scottish and Flemish are mentioned. See Studer (1911: xlv-xlvii) for more information on the topic of the early translations and manuscript references.

needed before in an English-language version. Taking into account the widespread use of the *Laws of Oléron* briefly described above, and the fact that there is evidence for “many of the Laws [...] being observed in principle by the maritime courts of English port towns” (Kowaleski 2009: 105), in “cases heard by the admiral” and later on for their becoming “the basis of admiralty jurisdiction in a court of equity created around 1350s” (Kowaleski 2009: 106),<sup>37</sup> the notion of their uselessness can safely be discarded. If it was not the case of the laws not being useful, then one needs to ask why it was only in the 16th century that the need arose for their text to be translated into English. What changed?

### 1.5.1 Linguistic background

Socio-political changes resulting from the Norman Conquest left a permanent mark on the linguistic situation of medieval England. From a country where two languages, i.e. Latin and English, functioned in diglossic distribution, with English being undeniably the language with a high social standing despite its being, at the same time, the language of the population at large, and the use of Latin being limited to administrative and ecclesiastical contexts, England became a state with three languages: Latin, French (Anglo-Norman/Anglo-French) and English.<sup>38</sup> The relationship between the languages and the division of functions was no longer so neat, fluctuating in a manner reflecting socio-political changes. Standard accounts of the history of English would see it regaining its status after 1362 accompanied by a concurrent demise of French (Baugh and Cable 1951 [1991], Pyles and Algeo 1964 [1993], Claiborne 1990 [1994], Kibbee 1991, Fennell 2001, Brinton and Arnovick 2006). According to the majority of such works, French as used in England was never a spoken language: only the upper social stratum possessed any knowledge of French and could employ it in only a limited number of contexts (Burnley 1992: 423-432, Barber, Beal and Shaw 1993 [2009]: 145).

However, this is not a view that reflects the actual position of French in England in the medieval period. Adopting this stance leads to false conclusions as regards the rightful place of French (of England) in the history of English. As argued by Rothwell (e.g. 1983, 1991, 1993), the higher ranks of medieval English society used French over the course of the three centuries following the conquest, both in spoken

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37. As explained in Heebøll-Holm (2017: 37-40), the latter part of the 14th century witnessed a shift in the area of jurisdiction in the shape of the creation of the Admiralty courts (in England and in France). This shift was a consequence of the efforts aimed at the centralisation of power (Heebøll-Holm 2017: 37-39).

38. The following discussion is limited to the three languages as the main actors on the linguistic stage at the time. However, it goes without saying that apart from English, Latin and French, the linguistic repertoire also included Celtic languages present in England long before Latin and Germanic languages reached the island, and Old Norse.

and written medium. And yet, as research is still ongoing, it is difficult to provide a finite list of the contexts for its use, determine which social groups knew it or when exactly the use of French was abandoned in favour of English. Interestingly, depending on their interpretation of the term *mother tongue*, researchers postulate different dates for its demise. Thus, whereas Rothwell (e.g. 1979, 1983, 1991) sets it at the very beginning of the 13th century, at the latest, for Ingham (2007, 2012) the French of England was a native language for portions of English society well into the 13th century. This has to do with Ingham (2007, 2010, 2012) treating AN as an early-acquired L2, which, in this approach, explains the variable orthography and phonology, not congruent with that of continental French, as resulting from imperfect language acquisition. In traditional accounts, however, such features of Anglo-Norman are usually held to be illustrative of its *degenerateness* (Pope 1934) and language death (Kibbee 1991). Rothwell (1985), in yet a different vein, perceives them to be signs of its independence from continental French and of its prestige as it gained the status of a language of record, and was a language in its own right.

Regardless of whether or not AN was still a mother tongue for people in England in the 13th century, its use in some areas until well into the 15th century has been proved beyond any doubt, which testifies to its being understandable to at least some members of society. Having gained the status of a language of government in 1250, it became a principal language of record, alongside Latin (Rothwell 1991: 174) and it remained one, for instance, in the records of English towns, until the 1420s (Britnell 2009), and in various accounts, e.g. those held by the Merchant Taylors' Company's (Jefferson and Rothwell 1997), the Bishop of Durham's (Rothwell 2000b), and Goldsmiths' Company (Jefferson 2000).<sup>39</sup> In fact, Rothwell (2000a and 2001) postulates that the relationship between English and AN in medieval England was so close that the languages were intermingled and inseparable for speakers at a conscious level. This is evidenced by bilingual and sometimes trilingual texts (Rothwell 1994, cf. also Wright 1992), where extensive mixing of the languages can be observed.

Moreover, and more importantly for the present study, Kowaleski (2007 and 2009) argues for the use of AN in a maritime context until late in the 15th century. One of her arguments rests on the widespread presence of AN copies of the *Laws of Oléron* in England and the fact that the language of law at that time was AN so that maritime cases were also couched in that language (Kowaleski 2007: 105-106). Furthermore, in cases where one of the litigants was of foreign origin, half of the jury presiding over the case were supposed to be of foreign origin as well, and it seems most likely that the language used in such cases was AN (Kowaleski 2007: 105-106). The use of AN is also postulated in not uncommon instances where the crew of a ship consisted of mariners of various nationalities (Kowaleski 2009: 111). Linguistic competence would, of course, vary per force, with mariners most frequently having only a limited

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39. See Rothwell (1999: 647 and 2006: 532-533) for information on various institutions and areas of activity in which Anglo-Norman was employed as a language of record well into the 15th century.

grasp of AN and shipmasters and merchants being the ones for whom it was a most necessary medium of communication, as being conversant in the language enabled them to handle their responsibilities in foreign ports (Kowaleski 2009: 111-116). Thus, Kowaleski (2009: 116) suggests

that a large percentage of English sailors (especially those who travelled on overseas routes) from the twelfth into the late fourteenth century (perhaps up to the mid-fifteenth century) could understand and speak rudimentary French. English shipmasters were likely to be capable of understanding and speaking French at a higher level[.]

Kowaleski (2009: 110-111) also puts forward an interesting hypothesis concerning the spread of the use of AN to the north of England. It has been noted that in some northern and western areas French was in use in matters related to civic administration, even though its presence is predominantly associated with the south (Kowaleski 2009: 110). Rothwell (1983) accounted for this phenomenon on the grounds that the language spread along with the administrative and governmental apparatus. Kowaleski (2009: 110-111) suggests a different explanation. The spread could be associated with the influence of mariners and merchants who visited and stayed in port towns.

On the other hand, Trotter (2003: 16), although acknowledging that in the maritime context “the only likely language available to all parties must have been French”, postulates rather the existence of a mixed lexicon. The sea-related vocabulary making up such a lexicon would be of international origin, so that mariners, regardless of their nationality, could understand each other, without speaking one language (Trotter 2003). All attempts at distinguishing between the lexemes of various languages are, by default, destined to be erroneous, as no such classification could do justice to the medieval linguistic context (Trotter 2003).

Considering all of the above, it seems that an English-language version of the text was not needed in the 14th or early 15th centuries. Therefore, it was only in the course of the 16th century that the *Laws of Oléron* were translated from French.

### 1.5.2 The translation(s)

As stated before, the eMnE translation of the *Laws of Oléron* came into being in the 16th century. Having acquainted myself with the available literature dealing with the text, I noticed, however, seemingly minor discrepancies concerning the translation which I could not ignore.<sup>40</sup> The divergences are summarised in Table 1.2 below and they pertain to the number of translations, the publication year, the source text(s), the contents of the translation. Even though the same names are mentioned by the authors, the accounts are irreconcilable.

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40. A detailed discussion on the investigation into this topic is presented in Lis (2020).

Table 1.2: Various accounts on the first translation of the *Laws of Oléron* into English

DATA	Pardessus (1828)	Twiss (1871)	Studer (1911)	Frankot (2012)
N° of translations	one mentioned	two	multiple	
Date	after 1542	I – 1528 II – 1536	I – 1528 II – 1536	1536
Place		I – London II – London		London
Printer	W. Copland	I – Robert Copland II – Thomas Petyt ( <i>The Rutter of the Sea</i> )	I – Copland ( <i>The Rutter of the Sea</i> ) II – Thomas Petyt ( <i>The Rutter of the Sea</i> )	Thomas Petyt
Source text	Pierre Garcie's <sup>41</sup> text	I – Pierre Garcie's <i>Le Grant Routier</i>  II – ‘an ancient version,’ current in Brittany; “nearly identical with the version printed in the Grand Costumier de Normandie at Rouen, by Nicholas le Roux, 1539”	I – Pierre Garcie's and Cleirac's version  II – some Norman version	
Comment	first translation into English	I – longer: 46 instead of 24 articles		first edition of a translation of the <i>Laws of Oléron</i> into English

Therefore, it seemed necessary to juxtapose the renditions in question and look beyond the text of the *Laws of Oléron*, i.e. learn something about the printers, their printing milieu and about the two books, with the same title, which contained the translation(s). The investigation as presented in Lis (2020) proved to be fruitful. It transpired that as soon as one ignores the perspective of the individual text and looks

41. Pierre Garcie dit Ferrande is considered to be the father of marine cartography and the first oceanographer (Department of Vendée's official website). He was born in Saint-Gilles-sur-Vie around 1440 (de Maisonneuve 2015: 13–14, and Bochaca and Moal 2019: 18 and 34). In 1483–1484 he wrote a *rutter*, a reference work for maritime navigation, whose original is lost (Bochaca and Moal 2019: 89). Having gained popularity, it became a book of reference for mariners, in its print editions, known as *Le Grand Routier*, and functioned in this role until the 18th century (Vendée's website). Pierre Garcie died in 1502 in Saint-Gilles-sur-Vie (de Maisonneuve 2015: 15, Bochaca and Moal 2019: 22).

globally at the book, one can see that Copland's and Petyt's texts are not independent translations (*Dictionnaire des auteurs anglais* (n.d.) and the *English Short Title Catalogue*, Senior 1920, Waters 1967, Blayney 2013, de Maisonneuve 2015, Lis 2020). In fact, these are only two editions out of a total of seven (eight?) printed. Robert Copland's original translation was published by him in 1528 but, unfortunately, no complete extant copies of this edition have been located so far.<sup>42</sup> The second edition was published eight years later by Thomas Petyt and is thus the oldest extant edition of Robert Copland's original work. Some of the subsequent editions were published by William Copland, which explains the "W." initial in Pardessus's (1828) account (cf. Table 1.2). None of this would, however, be known if one looked exclusively at the sources dealing with the eMnE translation of the *Laws of Oléron*, and two-century-old misapprehensions would continue to be repeated, as can be seen in Frankot's (2012) work.

When it comes to the contents of the editions, five of them were analysed in Lis (2020), i.e. 1536, 1557, 1560(?), 1567(?) and 1573, and no points of divergence in this respect have been located. There are some occasional discrepancies as regards the phrasing, and the punctuation and orthography differ, but the editions are very close, even as far as page and line divisions are concerned. The major difference between the 1536 text and the subsequent editions is the presence of "a Rutter of the North", a text appended to the post-1557 rutters. Said rutter was the work of Richard Proude, dated to 1541, which explains why it could not be included in the two earlier editions (1528 and 1536). The text is appended at the end of the publications, just after the *Laws of Oléron*, but in a manner which does not leave any doubts as to the independent status of the two texts.<sup>43</sup>

When it comes to a comparison between the contents of the eMnE *Laws of Oléron* and those presented in the earliest extant AN copies of the text, there are differences which can be observed even at a general level, e.g. the number of articles. Below I juxtapose the contents of the two versions, using the data from Table 1.1 and information concerning the 1536 edition, which, however, could just as well refer to all eMnE editions since, as noted above, only minor divergences can be noted between them.<sup>44</sup>

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42. The exemplar kept in the British Library (Harley 5919. STC 11550.6) consists of two single leaves, none of them containing the name of the author.

43. Waters (1958: 11-12) states that *The New Rutter of the Sea for the North Parties*, is, in fact, the older of the two as it dates from the beginning of the 15th century, being based on prior oral accounts (Waters 1958: 11-12). However, its first printed version only comes from 1541, when it was published by Richard Proude.

44. For more information, see Lis (2020: 109-113).

Table 1.3: Contents of the AN and eMnE versions of the *Laws of Oléron* (after Lis 2020, Table 5)

Article n° in the AN versions	Contents	Article n° in the eMnE translation
1	The master may not sell the ship, but may pledge the ship's apparel to buy necessities	1
2	The master is bound to take counsel with the ship's company, whether he shall sail or not	2
3	The duty of the master and of the mariners in case of shipwreck	3
4	In case of shipwreck the master may carry forward the goods in another ship	4 expanded
5	Mariners may not go ashore in harbour without the master's leave	5 subtly expanded
6	Mariners who go ashore, unless in the service of the ship, and are hurt, must be cured at their own expense	6
7	A sick mariner must be placed on shore in the care of a nurse, and if he dies, his wages must be paid to his wife or relatives	7
8	The master in case of danger may make a jettison. How the jettison is to be shared between the ship and the cargo	8
9	If the master has to cut away his mast, he is to be compensated, as in a case of jettison	9
10	The quality of the ropes used for hoisting the cargo ought to be approved by the merchants	10
11	To what extent the master is liable to make compensation for damage to the cargo from careless stowage	11
12	The penalty for abusive language, and for blows on board a ship	12
13	Harbour pilotage is payable by the owners of the cargo	13 flawed translation
14	Disputes on board between the master and the mariners	14
15	Damage done to a ship at her moorings by another ship entering the port	15
16	A ship ought not to anchor too near another ship in havens of shallow water. Buoys to be placed over anchors	16
17	What diet the mariners of Brittany and of Normandy respectively ought to have	18
18	What freight shall be allowed to the mariners	17
19	The mariners are bound to bring the ship back to her port	19
20	Distinction between mariners hired for freight, and mariners hired for wages	20
21	Mariners may take meat on shore, but not drink	21
22	Demurrage payable by the merchants, how it should be divided between the master and the mariners	22

23	The master may sell part of the cargo to purchase necessities	23
24	The duty of the pilot to bring the ship up to her berth	--
--	The fate of a negligent pilot	24
--	Partnership and the fate of the goods in the case of partner's death	25
--	Discharge of goods	26

It is easy to discern that not only is the number of articles different: 26 instead of the original 24 as present in the AN copies. The eMnE translation counts two more articles, i.e. 25 and 26, and replaces article 24 with a different one. Additionally, the order of articles 17 and 18 is reversed with respect to the AN 'originals'. Presumably, the changes in question are a reflection of the source text of the translation. The question which must be asked is: what was the source text? Was it a text close to the AN version, as postulated by Twiss (1871: lxxii), or Pierre Garcie's text consisting of 46 articles, which he considered to be the original on which Robert Copland's translation was based (Twiss 1871: lxxiii)? Or are those, as was the case with the eMnE translation, one and the same text?

## 1.6 The Middle French source text<sup>45</sup>

Some insight into the origin of the eMnE text is offered by the very prologue to *The Rutter of the Sea*, quoted here from Petyt's 1536 edition.

How be it (that) by reason a man that neuer was buylder by speculacyon may reyse and edifyce, but nothyng lyke the enured practisyen. ¶<sup>46</sup> In lyke maner I coniect that in the fayte (and) cours of Nauigacio(n) or saylyng a man may presume (and) take vpon hym by his speculacyo(n) to co(n)duct a vessell / as a blynde man in a desolate wyldernes doeth walke tyll he be lost. But the sure wyse and enured mayster maryner / or lodesman (not ygnorau(n)tly trustyng his owne sensual reason) dily<sup>47</sup> gently for the saufgarde of his doyn=ges (and) assurau(n)ce of his practyse, consy=dereth yf his vessell be sure and decked at all poyntes, (and) with great solycitude seketh / enquyreth / and geteth suche necessary

45. As mentioned in Section 1.2, the present section is based on Lis (2021).

46. The special marker presented here is an early form of the pilcrow, i.e. the paragraph mark. As explained in Charzyńska-Wójcik (2013: 672), "[t]he marker is a development of the capital letter C for *capitulum* 'chapter' which came to be equipped with a vertical bar by the rubricators (as were other *litterae notabiliores*). With time, the resultant bowl was filled in and with some further visual adjustments naturally following from frequent use, ◀ or ◀ became the familiar pilcrow ¶."

47. Folio a.ii r ends here.

instrumentes as behoueth to (the) industry of his practyse, as the carde, compas, rutter, dyall (and) other [...]

¶ All this dyscretly pondred by a sad / ingenyous and cyrcumspecte maryner of the cyte of London beyng in (the) towne of Bourdews bought a prety boke enprynted <sup>48</sup> in (the) French language called the Rutter of the see / conteynyng many propre feates of his scyence. and consyderyng (that) it was expedyent and necessary for al Englyssh men of his faculte to haue it in theyr tongue to the erudycyon and saufigarde of our marchau(n)tes as other hauntyng the se / not knowyng the co(n)tent therof. The whiche boke he instau(n)ted me to translate i(n)to englysshe. whi=che ouersene / me thought veray dyf=ficyle to me / not knowyng the termes of maryners / and names of the costes and hauens / for I came neuer on the see nor by no coste therof. But folow=yng my cotype by the aduyse and ouersyght of certayne co(n)nyng men of that scyence whiche bolded and informed me i(n) many doubttes / I dyd vndertake it doynge my dylygence, as a blynde horse in a myll tornyng the querne ygnorauntly / saufe by conduytyng of the myller that setteth hym on werke.

Thus, according to the prologue, while in Bordeaux, some London mariner bought a French version of the text which he found so relevant to his profession that he ordered a rendition of the code into English. This text was translated by the author of the prologue, who, however, as a person not acquainted with maritime issues, was forced to seek guidance from people living off the sea. In the ensuing portion of the prologue, the translator asks his future readers to amend the mistakes they uncover in the rendition, for which deed they will “be hyghly rewarded of almyghty god, which is cheyf may=ster and lodesman of (and) to euery streme and cost” (fol. a.iii v). The translator (and simultaneously author of the prologue) is not named in the 1536 edition. His name, however, is given in the remaining editions which I consulted, i.e. 1557, 1560(?), 1567(?), 1573(?) (Lis 2020: 100), and it is Robert Copland.

On those grounds, it appears reasonable to state that the *terminus ad quem* for the translation of *The Rutter of the Sea* is 1528, when the first edition of the book was published.<sup>49</sup> This, however, does not solve the problem of the source text. In the literature dealing with the eMnE translation of the *Laws of Oléron* there are two main alternatives as regards the source, although they do differ in detail as can be gathered from Table 1.2 in Section 1.5.2.

- I. The majority of sources point to a text by Pierre Garcie as the source text:
  1. Pardessus (1828: 310-311);
  2. Twiss (1871: lxxii) – as regards the source text for Robert Copland’s edition;
  3. Studer (1911: xli) – as the basis for Copland’s *Rutter of the Sea*;
  4. the British Library records for the 1550-1560 editions of *The Rutter of the Sea*.

48. Folio a.ii v ends here.

49. As mentioned above, there is no complete extant copy of this edition which could be consulted.

- II. On the other hand, a Norman version of the text was also named in both Twiss (1871) and Studer (1911), based on the presumption that one deals with two, not one, eMnE rendition:
1. Twiss (1871: 89) discusses it with respect to Petyt's edition and speaks of it as "a version of the Judgments, which was current in the Duchy of Brittany and was nearly identical with the version printed in the *Grand Costumier de Normandie* at Rouen, by Nicholas le Roux, 1539";
  2. Studer (1911: xli) refers to it as "some Norman version".

However, when the search is widened to include the whole book in which the translation was published (*The Rutter of the Sea*) or when one simply looks for some information concerning Garcie's publication, two other possibilities enter the equation:

- III. the translator abridged the original work of Pierre Garcie (*Le grant routier*) while working on the eMnE rendition of the text (Sheppard 1936: 18-19);
- IV. the text was translated from a shorter French work: *Le routier de la mer*, published in Rouen between 1502 and 1510 by Jacques le Forestier (Waters 1958, Waters 1967, de Maisonneuve 2015).

Scholarly opinions concerning *Le routier de la mer* also vary. Waters (1958: 12-13 and 1967: 4) and de Maisonneuve (2015: 29) ascribe the authorship to Pierre Garcie on the basis of their comparisons between the texts of *Le grant routier* and *Le routier de la mer*. Bibliothèque nationale de France does not explicitly ascribe the authorship of *Le routier de la mer* to Garcie. The author's name is not given in the publication whose full title is *Le Routier de la mer jusques au fleuve de Jourdain*;<sup>50</sup> instead the library informs us that Garcie is the presumed author.

Investigation into *Le grant routier* conducted by Bochaca and Moal (2019) openly rejects the idea that two printed French rutters share authorship, stating with respect to *Le routier de la mer* that:

Auguste Pawlowski et ceux qui, après lui, s'intéressèrent au *Routier de la mer jusques au fleuve de Jourdain* y ont vu un « petit routier », version abrégée ou incomplète du *Grand Routier* de Pierre Garcie. Aucun élément de critique interne et externe de ce texte ne permet d'en attribuer la paternité à Pierre Garcie.<sup>51</sup>

Bochaca and Moal (2019: 65)

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50. The catalogue reference for the publication is: Res-Z-2747 (Bibliothèque nationale de France, département Réserve des livres rares). The book is available in two digital versions in Gallica, of which one is of much higher quality, <https://gallica.bnf.fr/ark:/12148/bpt6k103136m/f61.image.r=routier%20de%20la%20mer>, but lacks the image of one of the pages. The page can, however, be found in the other digital version of the same book: <https://gallica.bnf.fr/ark:/12148/bpt6k702735.r=Routier%20de%20la%20mer%20jusques%20au%20fleuve%20de%20Jourdain?rk=42918;4>.

51. 'Auguste Pawlowski and those after him who were interested in *Routier de la mer jusques au fleuve de Jourdain* saw in it a "small rutter", an abridged or incomplete version of Pierre Garcie's *Grand*

Irreconcilable as the two standpoints concerning the authorship of *Le routier de la mer* are,<sup>52</sup> they are not of primary interest in establishing the source with which to juxtapose the English text. The question of the authorship of *Le routier de la mer* and its relationship with the bigger work – unequivocally attributed to Pierre Garcie – falls beyond the scope of this study.

Therefore, the investigation in my (2021) paper was limited to the *Laws of Oléron* as contained in the three potential source texts, i.e.

- 1) *Le grant routier* authored by Pierre Garcie;<sup>53</sup>
- 2) *Le routier de la mer* of uncertain authorship;<sup>54</sup>
- 3) a version of the laws as known in Brittany, similar to the copy printed in the 1539 *Grand costumier de Normandie*, compiled by Nicholas le Roux.

Considering how incongruent the accounts pertaining to these texts were, the only viable way of determining the source text on which to base the inter-textual comparison was through an examination of the three documents listed above. For this purpose in my (2021) publication I consulted the *Laws of Oléron* from three early editions of *Le grant routier*, the only available copy of *Le routier de la mer* and the *Grand Costumier de Normandie*:

1. the first French edition of *Le Grant routtier et pillotage et enseignement* [...] – as printed by Enguilbert de Marnef in 1520 in Poitiers, kept in Bibliothèque Pierre-Moinot in Niort, RES-161E;<sup>55</sup>
2. the 1525 edition of *Le grant routtier et pilotage et enseignement* [...] – as printed by Jehan Burges le Jeune, kept in Bibliothèque nationale de France, département Réserve des livres rares, SMITH LESOUEF R-198;
3. two copies of the 1531 edition of *Le grant routtier et pilotage et enseignement* [...] – as printed by Jehan Burges le Jeune, kept in Bibliothèque nationale de France, (i) département Arsenal, 4-S-3426, and (ii) département Réserve des livres rares, RESP-V-128;<sup>56</sup>

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*Routier*. No element of internal or external criticism of this text allows one to attribute it to Pierre Garcie's authorship.' (translation mine)

52. Lerouillois (2005: 20) presents the two standpoints, without committing himself to either.

53. Waters (1967: 28-29) lists 30 editions of the work, and de Maisonneuve (2015: 30-41) 27.

54. Only one extant copy of the text is known.

55. The facsimile can be accessed at: <https://catalogue.agglo-niort.fr/medias/search.aspx?instance=EXPLOITATION&SC=CATALOGUE&QUERY=grand+routier#>, and a critical edition of the text is available at [http://www.diachronie.be/textes\\_hlf/1520-garcie/83.html](http://www.diachronie.be/textes_hlf/1520-garcie/83.html), where a transcript by Englebert (2015) can be accessed, and in de Maisonneuve (2015).

A facsimile edition of the text (*Le grant routtier de la mer*) from H.C. Taylor's collection, though dated to 1521, is also available in Waters (1967).

56. Two copies of the 1531 edition, as stated by Gallica, are digitised. Their front pages do, however, differ in some details. The front page of the RES P-V-128 (cf. ii above) copy agrees exactly with that of the 1525 copy.

It should be noted, that none of the copies bears the title as given in the British Library catalogue with respect to *The Rutter of the Sea* ("Le Grand Routier, pillotage et encrage de mer") where the source text

4. *Le routier de la mer iusques au fleuve de Jourdain* – as printed in 1502 in Rouen by Jacques le Forestier, kept in Bibliothèque nationale de France, département Réserve des livres rares, RES-Z-2747;<sup>57</sup>
5. *Le grand costumier du pays (et) duche de Normandie* [...] – as printed in 1539 in Rouen by Nicolas le Roux for Francoys Regnault in Paris, Jehan Mallard in Rouen and Girard Anger in Caen, kept in Bibliothèque nationale de France, département Réserve des livres rares, RES-F-627.

In the course of the investigation it transpired that the texts of the *Laws of Oléron* in the three editions of *Le grant routier*, containing 46 articles, differ slightly between each other with respect to orthography, punctuation and – occasionally – lexical choices. Nevertheless, no major textual divergences were observed (Lis 2021).

Additionally, it was established that the texts of the *Laws of Oléron* as contained in *Le routier de la mer* and the *Grand Costumier de Normandie* also bear an uncanny inter-textual resemblance, counting, in turn, 26 articles (Lis 2021). Even a simple comparison of the order of the articles of the *Laws of Oléron* as contained in *Le grant routier*, *Le routier de la mer* and *Le grand costumier* illustrates the closeness between the texts (cf. Table 1.4 at the next page). It is not only the absence of Articles 27-46 that distinguishes *Le routier de la mer* and *Le grand costumier* texts from *Le grant routier*. Moreover, Article 13 – as given in the two other texts – is altogether absent from *Le grant routier*.

As explained and illustrated in my (2021) paper, the similarities between all the texts are evident and it is not difficult to understand why researchers would postulate that *Le routier de la mer* could be perceived as an earlier version of *Le grant routier* and associate – though not all of them do<sup>58</sup> – its authorship with the author of the latter, i.e. Pierre Garcie. However, upon closer analysis the differences are also undeniable and on the basis of the examination offered in my paper (Lis 2021), it seems unlikely that the source for the eMnE translation was *Le grant routier*. When it comes to the two shorter texts, i.e. the *Laws of Oléron* from *Le routier de la mer* and *Le grand costumier*, it is the earlier of the two – *Le routier de la mer* (1502) – that I consider (Lis 2021) to have readings closer to those of the eMnE rendition. Therefore, it is the text of the *Laws of Oléron* as contained in *Le routier de la mer* that is used in this monograph as the source text with which to juxtapose the eMnE translation and the two oldest extant AN copies of the document.

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is referenced. This is the title given to Garcie's publication in later editions. It is employed, for instance, in a 1563-1573 copy available on Gallica (Bibliothèque nationale de France, département Arsenal, 4-S-3428).

57. The text is also available in Englebert's (2015) edition at: [http://www.diachronie.be/textes\\_hlf/1502-routier/26.html](http://www.diachronie.be/textes_hlf/1502-routier/26.html).

58. Englebert (2015) sees the former text as being a copy of an anonymous work, and, as mentioned above, Bochaca and Moal (2019) openly reject the idea of Garcie's authorship.

Table 1.4: Articles in *Le routier de la mer* (1502), *Le grand coustumier* (1539) and *Le grant routier* (1520-1531) (after Lis 2021, Table 2)

<i>Le routier de la mer</i> (1502)	<i>Le grand coustumier</i> (1539)	<i>Le grant routier</i> (1520-31)	<i>Le routier de la mer</i> (1502)	<i>Le grand coustumier</i> (1539)	<i>Le grant routier</i> (1520-31)
	1			25	24
	2			26	25
	3			--	26
	4			--	27
	5			--	28
	6			--	29
	7			--	30
	8			--	31
	9			--	32
	10			--	33
	11			--	34
	12			--	35
	<b>13</b>	--		--	36
	<b>14</b>	<b>13</b>		--	37
	15	14		--	38
	16	15		--	39
	17	16		--	40
	18	17		--	41
	19	18		--	42
	20	19		--	43
	21	20		--	44
	22	21		--	45
	23	22		--	46
	24	23			

The correspondences between the AN, MF and eMnE texts at the contents level are illustrated in Table 1.5 below (the points of divergence are set in bold).

Table 1.5: Contents of the AN, eMnE and MF versions of the *Laws of Oléron*

Article n° in the AN versions	Contents	Article n° in the eMnE translation
1	The master may not sell the ship, but may pledge the ship's apparel to buy necessities	1
2	The master is bound to take counsel with the ship's company, whether he shall sail or not	2
3	The duty of the master and of the mariners in case of shipwreck	3

4	In case of shipwreck the master may carry forward the goods in another ship	4 expanded
5	Mariners may not go ashore in harbour without the master's leave	5 subtly expanded
6	Mariners who go ashore, unless in the service of the ship, and are hurt, must be cured at their own expense	6
7	A sick mariner must be placed on shore in the care of a nurse, and if he dies, his wages must be paid to his wife or relatives	7
8	The master in case of danger may make a jettison. How the jettison is to be shared between the ship and the cargo	8
9	If the master has to cut away his mast, he is to be compensated, as in a case of jettison	9
10	The quality of the ropes used for hoisting the cargo ought to be approved by the merchants	10
11	To what extent the master is liable to make compensation for damage to the cargo from careless stowage	11
12	The penalty for abusive language, and for blows on board a ship	12
13	Harbour pilotage is payable by the owners of the cargo	13 flawed translation
14	Disputes on board between the master and the mariners	14
15	Damage done to a ship at her moorings by another ship entering the port	15
16	A ship ought not to anchor too near another ship in havens of shallow water. Buoys to be placed over anchors	16
17	What diet the mariners of Brittany and of Normandy respectively ought to have	18
18	What freight shall be allowed to the mariners	17
19	The mariners are bound to bring the ship back to her port	19
20	Distinction between mariners hired for freight, and mariners hired for wages	20
21	Mariners may take meat on shore, but not drink	21
22	Demurrage payable by the merchants, how it should be divided between the master and the mariners	22
23	The master may sell part of the cargo to purchase necessaries	23
24	The duty of the pilot to bring the ship up to her berth	--
--	The fate of a negligent pilot	24
--	Partnership and the fate of the goods in the case of partner's death	25
--	Discharge of goods	26

Additionally, it is worth noting that not only does the text of the *Laws of Oléron* contained in *Le routier de la mer* correspond perfectly to the eMnE *Rutter of the Sea*, but the two are very close at the book level as well. The only exception is the final poem in the MF version which does not find an equivalent in the eMnE rendition.

It should also be noted that, taking into account the indisputable similarities between the *Laws of Oléron* in le Roux's 1539 *custumal* and le Forestier's (1502) *rutter*, it seems likely that the latter was the source of the text for le Roux's compilation. Since *Le routier de la mer* was printed in 1502 in Rouen, which is also the place where the *custumal* came into being, it is not surprising that le Roux managed to come into possession of a copy of the text.

As mentioned before, Twiss (1871: 89) claimed in his monumental work that Petyt's text of the *Laws of Oléron* was translated from a version of the laws current in Brittany, but that a version very close to it could also be found in the *custumal* from Normandy. The text pointed to by Twiss (1871) proved to be indeed close to the eMnE version, and almost identical to the 1502 French text (Lis 2021). It is, therefore, interesting to observe that it might be a good illustration of how closely connected the Breton and Norman printing markets were at the time. Since the position of printers in provincial printing centres was not secure, the best way to stabilise the situation was to ensure a big enough market for the publications. It is enough to look at the greatest names among Rouen 16th-century printers, such as Jacques le Forestier himself, Laurent Hosingue or Pierre Olivier, to realise that they are nowhere as well-known as those of their Parisian counterparts (Mellot 2002: 12).<sup>59</sup> They could not compete with the Paris or Lyon printing offices. Therefore, networks were created which crossed provincial borders. One such network, to which, for instance, Laurent Hosingue belonged, was Macé's printing group, which spanned Brittany and Normandy (Booton 2018: 93). The actual printing took place predominantly in Rouen or Caen (Normandy) but the publications were sold in both provinces or exported further away, e.g. to Morlaix, Angers or Paris, where the network contracted local printers (Booton 2018: 82). Due to the closely connected markets and the fact that people from the same group were involved in the publication and sale of the books destined for both provinces, it is not extraordinary that the *Laws of Oléron* – in their version current in Brittany, as claimed by Twiss (1871: 89) – were printed in a Norman *custumal*.

But cooperation between printers could even proceed at a larger scale. For instance, Nicolas le Roux, the printer of *Le grand coutumier*, cooperated with Thomas Mestrard, a bookseller in Rennes (Britanny) (Walsby 2011a: 60). Mestrard also had ties with Jean Petit, a printer in Paris (Walsby 2011a: 60, Booton 2018: 119), who was possibly somehow related to Thomas Petyt, the London printer, but the case is far from clear (Blayney 2013: 215). In contrast, there are no doubts about Nicolas le Roux's<sup>60</sup> familial connections with a London printer, Jean le Roux, who was his brother (Griffin 2005: 134, Blayney 2013: 249).

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59. For information on the topic of 16th-century French provincial printing, see Booton (2010 and 2018), Mellot (2002), Reid (2004) and Walsby (2011a and 2011b).

60. Interestingly, Nicolas le Roux employed for about five years a journeyman-printer, Pierre Régnier, who later moved to London and found employment in Jean le Roux's printing office, i.e. the brother of Nicolas le Roux (Griffin 2005: 134, cf. Walsby 2011a: 99).

Therefore, even if the story presented in the prologue to *The Rutter of the Sea*, in which an English mariner stumbled upon a rutter written in French and commissioned its translation for the English market, proved not to be an account of what actually happened, it would not be difficult to imagine how else the book in question could have come into English hands.

## 1.7 Conclusion

The information provided in this chapter with respect to the textual history of the *Laws of Oléron*, and its AN, eMnE and MF versions which are relevant for this study, answers only some of the questions regarding the very texts, but, at the same time, allows one to pose further ones. Most importantly, from the perspective of the current research, it is clear that the relevant texts are:

1. the two AN copies of the *Laws of Oléron* as preserved in *Liber Horn* and *Liber Memorandorum*;
2. the MF version of the laws as presented in *Le routier de la mer*;
3. the eMnE translation of the MF text as preserved in Thomas Petyt's 1536 edition of *The rutter of the sea*.

The texts in question will be subject to an investigation on the use of the subjunctive. The objectives of the analysis, as stated previously, are (i) to examine patterns of the distribution of the subjunctive in the eMnE translation, (ii) to verify whether the observed distribution resembles that noted for the eMnE period as a whole and (iii) to establish whether the choice of moods in the eMnE rendition was not, in any sense, skewed by the selection of moods in the MF source text. In this respect, references will also be made to the original AN copies, even though they could not have directly influenced the eMnE rendition. I will attempt to examine the level of convergence and divergence between the eMnE and MF texts and between the eMnE and AN texts in this area, with the latter serving as a point of reference. This study will also establish to what degree the use of the subjunctive in the MF version corresponds to its use in the oldest extant AN copies of the text.



## CHAPTER 2

# The subjunctive in the Early Modern English period

## 2.1 Introduction

The previous chapter has presented the texts of the *Laws of Oléron* on which the present study on the use of the subjunctive will be conducted. It has also briefly traced the history of their transmission and determined which copies of the eMnE, MF and AN texts would be most suitable for analysis. The objective of this chapter is, on the other hand, to discuss the subjunctive as a concept and explain what the discussion means for this work in practical terms.

In particular, in Section 2.2 first I will provide a brief account of the place of the subjunctive in English grammatical theory from the 16th to the early 20th century (Section 2.2.1), and then a definition of the subjunctive will be proposed on the basis of present-day approach to the topic (Section 2.2.2).<sup>1</sup> The section will also mention misunderstandings concerning the notion. Section 2.3 will centre on the use of the subjunctive in the eMnE period. First, theoretical accounts will be briefly presented (Section 2.3.1). In particular, the use of the subjunctive will be shown against the historical backdrop of Old and Middle English (OE and ME, respectively) (Section 2.3.1.1) with a view to providing a list of environments in which it was still employed in eMnE (Section 2.3.1.2). In Section 2.3.2 the findings of empirical studies devoted to the use of the subjunctive in the analysed period will be outlined. Section 2.4 will aim to summarise the chapter.

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1. A practical application of the definition of the subjunctive formulated here to the eMnE data will be provided in Section 3.2 of Chapter 3, where the methodology of the study is presented.

## 2.2 The notion of the subjunctive

### 2.2.1 The subjunctive in English grammatical theory, 16th-early 20th centuries

It would certainly be desirable to begin the discussion on the subjunctive by providing an account of its status in English grammatical theory for the centuries preceding the publication of the analysed translation, i.e. for the period before the 16th century, taking into account the fact that the language used in the translation was shaped by the events preceding, rather than following, the process of rendition. However, as will become obvious in the course of the discussion, it is simply not possible. Therefore, the following account begins with the 16th century English grammatical theory and ends at the beginning of the 20th century.

Up to the 16th century, all linguistic investigation concentrated on two languages only, i.e. Latin and Greek, and “[b]roadly speaking, the classical languages, with no real rivalry from Hebrew, were Language, and their grammar was Grammar” (Michael 1970: 10). Therefore, all the grammatical or linguistic works created before the 16th century described Latin and Greek exclusively,<sup>2</sup> and it was only in the 16th century that the first grammars of English were published (Dons 2004: 4). As stated by Dons (2004: 4), “[t]he main reason for the beginning of an English grammar tradition in the sixteenth century was the change in the cultural climate due to the movements of Renaissance, Reformation, and Humanism”: the Reformation with its acceptance of the Bible in the vernacular; Humanism, which preached the teaching of the unknown by the known; growing national pride and the invention of the printing press, which granted a greater number of people access to the written word. All of these provided the sparks which finally kindled the fire. The English felt the need to refine their mother tongue so that it could provide an adequate means of expression. This desire led to an increase in scholarly interest in the issue and efforts were taken to describe and/or lay down the rules governing the language (Dons 2004: 4).

It is, therefore, hardly surprising that even though the five basic moods i.e. the indicative, the imperative, the infinitive, the optative and the subjunctive, had already been first introduced in the 2nd century BC by the Hellenistic grammarian Dionysius

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2. This is not to say that there were no grammars in English before that time since, as pointed out by Walmsley (2006: 253), they began to be produced from the 1390s onwards. The grammars which were produced, however, were grammars of the classical languages. This led, nevertheless, to the introduction of grammatical terms into the vernacular, even though they were not applied to it. Interestingly, Walmsley (2006: 251) proposes, after Menzer (2004), that Ælfric’s grammar could be perceived as a predecessor of all such works concerning English, as it allowed its readers to realise that English also had grammar.

Thrax<sup>3</sup> (Michael 1970: 424),<sup>4</sup> the application of these terms outside of the two classical languages was problematic.

When it comes to English, the treatment of the category of mood in different grammars vividly “illustrates [...] not only how closely the English grammarians had tied themselves to the Latin tradition but the way in which the bonds restricted them and the effort it took to make their first steps towards independence” (Michael 1970: 424).<sup>5</sup> One of the main problems in the treatment of the subjunctive in English was “the fundamental distinction [...] between formal and semantic criteria” and the lack of agreement as to how to apply them (Michael 1970: 424). The eMnE accounts of mood can be ascribed to two main models, that of William Lily and John Collet’s *A Short Introduction of Grammar* (1549), i.e. Lily’s model, which acknowledges the existence of the six moods listed above, and Petrus Ramus’s *Grammatica* (1572), i.e. the Rameian model, which “does not consider mood to be a category of the verb” (Dons 2004: 98-99). This is not to say, however, that contemporary grammarians took Lily’s or the Rameian views on the category of mood wholesale. In fact, as demonstrated in Dons’s (2004) analysis, the ideas varied widely, as did the understanding of the subjunctive. For some grammarians, the giveaway sign of the subjunctive was the presence of a conjunction, and opinions as to which conjunctions, if not all of them, could trigger its use again varied (Dons 2004: 107). These could be: *all, that, if, (al)though, unless, since that, when, ere, before, whether, because, seeing that, provided* and *in case* (Dons 2004: 224). Thus, any verb form introduced by a conjunction could be considered to be a subjunctive (Dons 2004: 225).<sup>6</sup> The morphological shape of the verb in the subjunctive is usually not referred to, except in the case of the verb *to be* and even this verb in its subjunctive

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3. Dionysius Thrax (170-90 BC) was a Hellenistic grammarian and a pupil of Aristarchus of Samothrace, who, drawing “on the work of previous, especially Alexandrian, grammarians”, “produce[d] [...] the earliest extant systematic grammar in the western world” (Michael 1970: 11).

4. In the Renaissance, a sixth mood was added to these, i.e. the potential, which goes back to Thomas Linacre. Linacre (1460-1524) was an English humanist, physician and priest, after whom Linacre College at Oxford and Linacre House at The King’s School in Canterbury have been named. After acting for 11 years as a physician, among others to king Henry VIII and some prominent people in the country, he resigned to become a priest (Munk [online]). Linacre was a friend of Erasmus and Sir Thomas Moore. He was also a distinguished scholar and the author of a Latin grammar entitled *Progymnasmata Grammatices vulgaris*, and its revision, both of which, according to Michael (1970: 23), “were too difficult in their full form (and perhaps too austere in any form) to be popular” and a work on Latin composition *De emendata structura Latini sermonis*.

5. However, as emphasised by Walmsley (2006: 260), the strong adherence to Latin and the use of Latinate terminology which appears to speak of ignorance on the part of the teachers, has its roots in medieval “masters’ interest to encourage pupils to map the categories of Latin onto the structures of English”. That is, far from being an accident or a reflection of incompetence, “[t]he transfer of categories was rather the natural outcome of grappling with the task of teaching English students enough Latin to enable them to read, write, understand and converse in it” (Walmsley 2006: 265).

6. Note that such treatment of the subjunctive implies its use was restricted to adverbial clauses. Only the presence of *that* among the conjunctions could be a giveaway of the mandative subjunctive, but no other uses are accounted for or postulated.

form is not always interpreted as such, whereas quite a few grammarians regard modal constructions as subjunctive (Dons 2004: 108).<sup>7</sup> It could thus be assumed that, at least for some of the eMnE grammarians, the subjunctive was determined by semantic criteria, not formal, which is exactly the type of confusion to which Michael (1970: 424) refers. Dons (2004: 235) concludes that evaluating the accounts given by the eMnE grammarians proved to be troublesome:

only partly due to the disagreement among the authors as regards firstly the conjunctions which trigger a change of mood [...], secondly, the mood required after these conjunctions [...], and, thirdly, the verb forms the authors actually refer to by “subjunctive” or “potential” [...].

The missing piece of the equation is the intralinguistic component: “[t]he evaluation is further complicated by the fact that there were changes under way in Early Modern English which concerned the government of conjunctions” (Dons 2004: 235). The changes Dons (2004) has in mind are the decline in the use of the subjunctive in adverbial clauses in general, even though at a different rate and to a different extent in the case of each of the conjunctions (Dons 2004: 230-236), and the corresponding changes in the use of the alternative structures, i.e. modal verbs and the indicative (cf. Section 2.3).

In his compendious work on English grammatical categories, Michael (1970: 434) provides data on the presentation of the system of moods in English grammars published between 1586 and 1800, dividing them into Group I, in which traditional moods and the potential are employed, and Group II, where some new moods are introduced (Michael 1970: 433-434). All 186 grammars in Group I admit the existence of the indicative and only 40 deny the existence of the subjunctive. In Group II, 16 out of 18 grammars list the subjunctive, with all of them agreeing on the existence of the indicative and the infinitive, and, again, 16 as to the existence of the imperative. Their authors’ opinions, however, vary widely as to the other moods they mention, e.g. precative, participle, interrogative and potential. So too does their understanding of the moods they mention, and in particular of the subjunctive, potential and optative, due, in great measure, to the strict adherence to the traditional, classical grammatical categories (Michael 1970: 425), some of which had no reflection in English. Apart from the 204 grammars listing moods, Michael (1970: 434) also mentions 35 works which are “silent about moods” and 19 which “explicitly deny [...] moods in English”. Michael (1970: 426) also states that the first author to explicitly deny the existence of moods was James Greenwood, who in his *Essay towards a Practical English Grammar* (1711: 119) states that “[i]n English there are no Moods because the Verb has no Diversity of Endings” (quoted in Michael 1970: 426). Interestingly, Greenwood

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7. Cf. Cannon (1959), for a mid-20th-century account of contemporary approaches to the subjunctive, from which it becomes clear that the idea has been a long-lived one, since one of the more common views was that which assumed modal verbs to be “a new form of the subjunctive” (Cannon 1959: 12).

(1711) uses subjunctive forms in his grammar, but does not term them subjunctive, e.g. when discussing the possibility of leaving out 2nd and 3rd person singular inflectional endings after conjunctions: “though he die for it” or “[i]f the sense require it” (Greenwood 1711: 117, quoted in Auer 2009: 32). As noted by Auer (2009: 32), “[i]t is possible that Greenwood was not entirely sure what the subjunctive was and how to describe it as he equates the subjunctive with the potential mood, that is, modal auxiliaries, but he then gives examples of it, and also uses the inflectional subjunctive following a conjunction”.

The conviction as to the lack of the category of mood waned as the century went by, and after 1760 the view was maintained by only eight grammarians (Michael 1970: 426). In the second half of the 18th century, two of the ‘most influential’ grammarians of the time compiled their works, i.e. Robert Lowth and Lindley Murray. For the former, the mood of the verb was the subjunctive “when it [wa]s subjoined as the end or design, or mentioned under a condition, or the like, for the most part depending on some other Verb, and having a Conjunction before it” (Lowth 1762: 47). Further in his work, Lowth (1762) expounded on the issue of the subjunctive and in addition to its syntactic and semantic features, he also presented the formal features of the mood (Auer 2009: 34-35). As explained in Auer (2009: 36-38), Murray also recognised all these features of the subjunctive in his 1795 *English Grammar*; however, it was only in the edition published in 1824 that the pre-eminence of meaning over form was emphasised. On the whole, though, it is clear from Auer’s (2009) analysis of 71 18th-century English grammars that “grammarians had great difficulty establishing what the subjunctive was” and the majority of the examples of the subjunctive provided in the 18th-century English grammars did not represent contemporary usage, but were rather quoted from 16th- and 17th-century writers, as well as from biblical translations (Auer 2009: 53). Some of the grammarians even commented on the decline of the subjunctive, and instructed their readers that the use of the subjunctive was a marker of polite, formal language (Auer 2006: 39-41, Auer 2009: 58).

The number of grammar books published was on the increase in the 19th century: Michael (1991: 12) identifies 856 such works.<sup>8</sup> Auer (2009: 60), having analysed some of the meta-linguistic accounts of the subjunctive from the 19th century, argues that “grammarians did no longer have difficulties to explain what the characteristics

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8. Michael (1991: 12) uses this figure as an approximate estimate and states that the figure would most probably be higher if one were to launch a more comprehensive search. It is nevertheless striking as it is, especially if one takes into account that “[t]he vast number of grammars contrasts with the uniformity of their contents” (Michael 1991: 12) and that “[t]eachers have insisted for two centuries, on writing grammars which added little or nothing to what had gone before” (Michael 1991: 13). Still, the subject matter had great appeal and resulted in hundreds of grammars being produced. As stated by Michael (1991: 11),

English grammar had become, and continued to develop as, a tight descriptive and analytical system, dogmatically taught. It was taught dogmatically because its subject matter was too difficult for the ordinary teacher to handle empirically, or even critically.

of the subjunctive mood are". However, the confusion over the subjunctive did not disappear and is still visible in some of the grammar books, albeit on a much smaller scale. It is well illustrated by Brown (1851: 323-326), who provides a plethora of examples of the misunderstanding of the concept on the part of grammarians. To cite just one of them, from *Weld's English Grammar* (Weld 1848: 97):

Formerly it was customary to omit the terminations in the second and third persons of the Present tense of the Subjunctive mode. But now the terminations are generally retained, except when the ellipsis of *shall* or *should* is implied.

It is clear from this short extract that Weld confuses indicative and subjunctive forms, whereas the straightforward instances of the latter forms are interpreted by him to be clauses with ellipsis of the modal verbs *shall* and *should*.

It transpires from Brown's (1851) *Grammar of English Grammars* that the subjunctive was still argued against by some, e.g. Chandler in his 1821 edition of *A Grammar of the English Language*: "It would, perhaps, be *better to abolish the use* of the subjunctive mood entirely. *Its use* is a continual source of dispute among grammarians, and of perplexity of scholars" (quoted in Brown 1851: 326, emphasis Brown's) and by others regarded as a relic of the past, used only in contexts where it was still mandatory:

In the present literary language the subjunctive is rapidly falling into disuse – except, of course, in those constructions where it is obligatory in the spoken language [...]. It is otherwise obligatory in the written language only in cases of verb-inversion in conditional and concessive clauses.

Sweet (1898: 109)

The majority of 19th-century grammarians, however, as argued by Auer (2009: 58-60), recognised both the form and the syntactic and semantic characteristics of the subjunctive, as is evident from the example of Brown (1851) himself.

In the 20th century, the claims that the subjunctive was dying were still widespread, or, to use Lloyd's (1937: 369) words, "[t]here [wa]s a general impression among textbook writers and teachers of English that, as far as ordinary speech and writing are concerned, the subjunctive is either dead or rapidly dying". To give just two examples:

The tendency toward uniformity is irresistible; and one of its results just now to be observed is an impending disappearance of the subjunctive mood. Those who may have supposed that the subjunctive was as firmly established in English as the indicative can discover easily

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Additionally, it is of interest to note that the estimate provided by Michael (1991: 12) is exclusive of reprints and new editions of the same texts, with the exception of those whose "substance was altered" and only the name was retained, as was the case with Murray's grammar mentioned above, for instance (Michael 1991: 13).

enough by paying a little attention to their own daily speech and to the speech of their educated neighbors that “if I be not too late,” for instance, is a form now rarely heard even in cultivated society.

And the same tendency is to be observed also in the written language [...] This reveals to us that the value of this variation of form is no longer evident, not merely to careless speakers, but even to careful writers; and it makes it probable that it is only a question of time how soon the subjunctive shall be no longer differentiated from the indicative [...] And so posterity will not need to clog its memory with any rule for the employment of the subjunctive; and the English language will have cleansed itself of a barnacle.

Matthews (1901: 223-224)

We have purposely refrained until now from invoking the subjunctive, because the word is almost meaningless to Englishmen, the thing having so nearly perished. But on this instance it must be remarked that when conjunctions like *lest*, which could once take a subjunctive [...] use a compound form instead, they use the Sh[ould] forms for all persons [...]

*Were*, however, is often right and almost necessary: other subjunctives are never necessary, often dangerous, and in most writers unpleasantly formal. The tiro had much better eschew them.

Fowler and Fowler (1906: 154 and 158)

However, as Lloyd (1937: 369) goes on to state,

in the very book in which the reader is referred to the classics for examples of the subjunctive there were numerous instances of its use, which the author obviously failed to recognize. Furthermore, it is not at all unusual to find subjunctives in newspapers, in magazines with no pretensions to a classical literary style, and even in the language of ordinary conversation. Far from dying, it appears to be actually gaining ground in certain uses.

The issue of the revival has become a subject of extensive investigation in different varieties of English, just to mention the well-known studies by Turner (1980) for British English, Övergaard (1995) for British and American English, and Peters (1998) for Australian English.

As was the case in the preceding centuries, in the 20th century there was also a lot of confusion concerning the approach to the subjunctive: should one concentrate on the meaning or the form? Traces of the former approach can be discerned in Onions (1904: 58), who is otherwise very careful in talking about the subjunctive and subjunctive-equivalents such as structures with *should*, when he states that “there is no justification for not calling *had*, *did*, *would* Subjunctives” in the second and third conditional sentences. His reasoning is that “[t]hey are historically so, and their identity in form with the corresponding Indicatives is accidental [...]. Moreover, they cannot be Past Indicatives because they do not refer to past time.” The same view is held in the second half of the 20th century by Long (1966: 208-209), who, quite interestingly, goes on to state that “[t]he subjunctive is far from ‘dead’ in contemporary English if

we let syntax rather than the internal forms of the verbs involved determine what we describe as subjunctives” and deplores the lack of modern theoretical descriptions of the subjunctive.<sup>9</sup>

The notional approach to the subjunctive was met with criticism on the part of the proponents of the formal approach. Jespersen (1924: 315) argues against the use of the term subjunctive or even subjunctive-equivalent with respect to structures such as “*may he come | he may come | if he should come | he would come*” saying that “[s]cholars would hardly have used these expressions if they had had only the English language to deal with”. In other words, according to Jespersen (1924: 315), it is only the fact that such expressions are used to translate the actual subjunctives from the languages in which the subjunctive does function that compels researchers to refer to them by this term.

Another problem illustrated in the above quotation from Onions (1904:58) is, as pointed out by Visser (1955: 206), the adherence to the term subjunctive to refer to the grammatical structures used in those contexts where, historically, the subjunctive was found. That is, if one persists in referring to the verbal units in the second and third conditionals as the subjunctive, then – by analogy – one could postulate that the verbal forms employed in reported speech, e.g. “He says he is the king”, or subordinate interrogatives, e.g. “he asked if I had seen it”, should also be called subjunctives because in the earlier stages of the history of English the subjunctive was used in these environments.

### 2.2.2 Modern views on the subjunctive

Even nowadays the question of the existence of the subjunctive and/or its status is still a disputed issue. The subjunctive appears, in a way, to escape defining as the accounts concerning it are to a great extent contradictory at multiple levels. To begin with Quirk *et al.*'s (1985: 155) discussion underneath the heading of “[t]he subjunctive mood”. The authors consider the subjunctive, next to the imperative, one of the two “marked moods” (Quirk *et al.* 1985: 149), as opposed to the unmarked indicative. It is viewed as a “somewhat marked variant of other constructions” and is said to come in two “forms [...] traditionally called the present and past subjunctive” (Quirk *et al.* 1985: 155). In their discussion of the subjunctive, Quirk *et al.* (1985: 155-158) reference it as “construction”, “form” or “subjunctive verb phrase”, but not really as *mood*.

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9. Long's (1966: 205) treatment of the subjunctive and imperative in his paper is even more intriguing, since he considers imperatives as uses of the subjunctive and states that “[in] main imperatives present-tense subjunctives are used without, more often than with, expressed subjects.” An example of such a clause is, for him: “Be diplomatic”. When it comes to subordinate imperatives, he claims that they “require expressed subjects and are not likely to occur without the subordinating clause-marker *that*.” As an instance of such clause, Long provides: “We recommend that you ask for reimbursement”.

Huddleston and Pullum (2002: 993) interpret the subjunctive “as the name of a syntactic construction – a clause that is finite but tenseless, containing the plain form of the verb”. Thus, for them it is neither a set of verbal forms nor a mood. Similarly, Aarts (2011: 25) argues that it is impossible to talk of subjunctive forms as in the present subjunctive there is only one verbal form, the same for all persons, and it is “the plain form”. He does, however, admit that the “[t]he notion of subjunctive clause” is useful and does not argue against the term *subjunctive mood* (Aarts 2011: 25). Instead, Aarts (2011: 26) alters the traditional meaning of the term *mood*, stating that

mood is the grammatical implementation of the semantic notion of modality which is concerned with a range of meanings in English such as ‘possibility’, ‘obligation’, ‘intention’, ‘necessity’, and the like. The labels indicative, subjunctive, and imperative were applied to verb forms in traditional grammars, such that they recognized ‘indicative verb forms’, ‘subjunctive verb forms’, and ‘imperative verb forms’. Indicative verb forms were said to be typically used in clauses that make statements believed to be true by the speaker (‘unmodalized’ statements); subjunctive verb forms [...] were said to be used in clauses that express the speaker’s attitude or opinion towards what was being said; and imperative verb forms were said to be used in clauses expressing commands. From what has been said above it will be clear that it is better to regard mood as a non-inflectional notion. (The one exception to this is the verb *were* [...]) English principally grammatically implements mood through the use of clause types or modal auxiliary verbs. For example, rather than say that speakers use indicative verb forms to make assertions, we will say that they typically use declarative clauses to do so.

In his later work Aarts (2012: 14) maintains that “we have no interrogative, imperative and exclamative moods, and arguably no indicative mood” in English, and goes on to say that “[i]n the same way, there is no subjunctive mood, again conceived of as a verb form”. Instead he makes a case for “recognis[ing] a ‘subjunctive clause type’, along with declaratives, interrogatives, imperatives and exclamatives” (Aarts 2012: 1). According to Aarts (2012: 14) such clauses are characterised by four properties, i.e. they:

- a) “do not take *do*-support when negated; instead the verb is preceded by *not*”;
- b) “are subordinate (with a few formulaic exceptions), i.e. cannot occur on their own”;
- c) “have verbs which occur in the plain form (thus the third person singular present tense is not marked by *-s*)”;
- d) “do not show a tense contrast (except for *be*)”.

Waller (2017: 51-52) voices some concerns with respect to characteristics (c) and (d). His main objection pertains to those clauses having an ambiguous status between the indicative and subjunctive, which, in the light of (c), seem to be included in the subjunctive clause category. Additionally, Waller (2017: 49) maintains that the subjunctive cannot be argued to have even limited ability to “license an independent

predication” as formulaic clauses – which are the only “independent” subjunctive clauses – are not productive – and should rather be regarded as “fossilised fixed phrases”. Furthermore, for Waller (2017: 38) “the difference between ‘present’ and ‘past’ subjunctive in PDE is clearly not one of tense”. Therefore, it is impossible to speak of tense contrast even in the case of the *be* – *were* opposition.

In the quotation from Aarts (2011: 26) provided earlier, attention is drawn to the semantic component of the subjunctive. Although semantics will not serve as a criterion for recognising the subjunctive in this study, it seems necessary to at least mention what types of meaning are conveyed with the use of this mood. Aarts (2011: 26) generalised this use to an expression of “speaker’s attitude or opinion towards what was being said”. The understanding proposed in the discussion on modality is that the subjunctive is one of the modes of the realisation of the root (as opposed to epistemic) modality and the context in the sentences expressing this modality “can be paraphrased as *in view of the speaker’s orders* (deontic modality) and *in view of the speaker’s wishes* (bouletic modality), etc.” (Moessner 2020: 12).<sup>10</sup> In Visser’s (1966 [1972]: 786) account the subjunctive is employed (but is not the only viable option) in “utterances with the modality of non-fact (wish, imagination, contingency, doubt, diffidence, uncertainty, supposition, potentiality, non-reality, etc.)”. Still even more concisely, according to the OED, it conveys “an action or a state as conceived (and not as a fact)”.

To sum up, it seems clear that the context of use and the meaning conveyed by the use of the subjunctive do not generate much discussion, but there is no agreement between scholars concerning the status of the subjunctive as a mood.<sup>11</sup> However, despite the precariousness of such an interpretation, I have decided to adhere to the term *subjunctive mood* to refer to those contexts where subjunctive clauses are in use in the analysed texts. A working definition of the term for the purposes of this study is as follows. The subjunctive is a mood realised by means of the so-called “plain form” (Aarts 2011) or *were*, functioning in competition with “other constructions” even if on a limited scale, used to convey non-factual information, “an action or a state as conceived (and not as a fact)” (OED).

This definition ascribes the subjunctive the status of a mood in line with Quirk *et al.’s* (1985) description, and identifies it only in those clauses where either “plain forms” or *were* are attested which cannot be considered indicative on the basis of their formal features. Namely, the lack of an inflectional suffix typical of the indicative or the use of the form *were* instead of the expected *was* (Huddleston and Pullum 2002, Aarts 2011). Moreover, the use of the subjunctive in these contexts is not mandatory

10. See Moessner (2020: 8-12) for an account of the subjunctive in view of the concept of modality.

11. A representative of researchers openly denying the existence of the subjunctive mood is Palmer (1988: 46), who states that “the notion of a subjunctive mood is a simple transfer from Latin and has no place in English grammar”. According to Aarts (2012: 1), this view is generally accepted among scholars.

and one cannot speak of the subjunctive as functioning in complementary distribution with the indicative or modal verbs (Quirk *et al.* 1985). Finally, the definition emphasises the semantic component of such clauses – the fact that they do not convey factual information (OED).

Naturally, this definition is still incomplete. For instance, it does not provide any information relating to the actual use of the mood and distinguishing it from the indicative, which will be discussed below in Section 2.3 and in Chapter 3, respectively.

## 2.3 The subjunctive in the eMnE period: 1476-1776

### 2.3.1 Theoretical accounts

#### 2.3.1.1 Historical detour

Before discussing the status of the subjunctive in eMnE, a few words concerning its place in two preceding historical periods are in order so that both the account provided here and the study presented further on in the book can be seen from a historical perspective.

Generally speaking, the subjunctive in OE was “used to cast some doubt on the truth of the proposition or to express obligation, desire and so forth” (Traugott 1992: 184) and was “associated with such properties as potentiality, contingency, hypothesis, conjecture, unreality, exhortation, prohibition, wishing, desiring” (Traugott 1972: 98), whereas the presence of the indicative meant that a proposition in question was (believed to be) true (Traugott 1992: 184, Molencki 2012a: 305).<sup>12</sup> Nevertheless, as emphasised by Traugott (1972: 98 and 1992: 184), a straightforward account of the use of the two moods cannot be provided, as their application was not strictly limited to the contexts which would satisfy these criteria and reveal the attitude of the speaker.<sup>13</sup> Thus, the indicative could be employed in *if*-clauses and the subjunctive functioned in reported speech, expressing a fact (Traugott 1972: 100-101, and 1992: 184) since

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12. A slightly different approach is presented in von Mengden (2012: 286), who states that “[t]he indicative is the default value and the subjunctive is mainly used when the predication represents the wish of the speaker rather than a real event”.

13. That such correlation was strong is not, however, in doubt and can be well observed on the basis of the use of the subjunctive with verbs of thinking which often take subjunctive complements: such verbs express subjective beliefs and opinions, not the objective truth (Traugott 1972: 101).

“certain verbs and certain syntactic structures favor[ed] subjunctive complements” (Traugott 1972: 98). However, this latter use was probably only possible because the subjunctive was already “semantically empty” in such clauses (Fischer and van der Wurff 2006: 143).

Importantly, the subjunctive could occur both in main and subordinate clauses. This continued in ME (Mustanoja 1960 [2016]: 451-473), even though the typical environment of the subjunctive even in OE was dependent clauses, because main clauses, “where modality needed a stronger expression, already usually contained a modal verb” (Fischer and van der Wurff 2006: 142).

On the whole, the contexts for the use of subjunctive in ME did not change, but the number of subjunctive forms used in these underwent a gradual reduction, just as the external marking of the mood did. In Visser’s (1966 [1972]: 789) words,

[t]he modally marked forms of the present tense go on being used in Middle and Modern English in almost the same cases as in Old English, but with a gradually diminishing frequency.

One could generalise and state that the circumstances conducive to the use of the subjunctive were still wishes and exhortations for the present subjunctive, and unrealisable wishes and hypothetical situations for the past subjunctive (Fischer 1992: 248). As regards the former, the difference (between OE and ME) in the use of the subjunctive in this context lies in the fact that, while in OE the subjunctive was “the prime signal of the wish,” meaning that it was not introduced by any overt means indicating wishing (Traugott 1972: 99), in ME this use “survived primarily in complements of the verb *wish*, and then especially when expressing a wish contrary to fact at the time of the wish, as in *I wish he were here*” (Traugott 1972: 149). Traugott (1972: 149-150) states that traces of the use of the subjunctive remain after verbs of saying, reporting, thinking, hoping, wondering, in negative contexts and also, although “quite marked”, “in the exclamatory, almost hortatory” contexts. Yet, contrary to the OE use of the subjunctive in reported speech, its application in reported affirmative statements in ME was only occasional (Mustanoja 1960 [2016]: 460). This contrasts with “indirect questions, revealing the speaker’s unfamiliarity with the subject of the inquiry” (Mustanoja 1960 [2016]: 460) where the subjunctive was still employed (Mossé 1952 [1991]: 118, Mustanoja 1960 [2016]: 460).

### 2.3.1.2 The subjunctive in eMnE in the limelight

In eMnE, the subjunctive took forms distinctive from the indicative only in the 2nd and 3rd person singular of lexical verbs (cf. Table 2.1) and in singular of the verb *to be* (cf. Table 2.2). Additionally, it was possible to disambiguate the use of *be(n)* as a subjunctive in texts where the form *are(n)* was employed for the plural indicative. This is not, however, the case in the text analysed in this study (cf. Section 3.2).

Table 2.1: Inflectional endings in eMnE (Lass 1999: 161)<sup>14</sup>

PERSON	Indicative	Subjunctive
	PRESENT	
1sg	-∅	-∅
2sg	-st	
3sg	-th / -s <sup>15</sup>	
plural	-∅ <sup>16</sup>	
	PAST	
1sg	-d	-d
2sg	-d-st	
3sg	-d	
plural	-d	

Table 2.2: Paradigm of the verb *to be* in the eMnE period (Fillbrandt 2006: 137 for the present forms and Denison 1998: 161 and Lass 1999: 176-177 for the past)

PERSON	Indicative	Subjunctive
	PRESENT	
1sg	am	be
2sg	art	
3sg	is	
plural	be / are	
	PAST	
1sg	was	were
2sg	wast / wert	wert
3sg	was	were
plural	were	were

In general, the frequency of the use of the subjunctive continued to decline in the period<sup>17</sup> (Strang 1970: 209, Görlach 1991: 113), but its existence was not threatened

14. Cf. also Barber (1976 [1997]), Fillbrandt (2006: 137) and Rissanen (1999: 228).

15. According to Lass (1999: 163), the 3rd person singular {-s} suffix went from a still-rare form in the 14th century to “the norm” by ca. 1600, even though great variation is still evident in e.g. Shakespearean texts. However, Nevalainen and Raumolin-Brunberg’s (2000) study indicates that it is rather towards the middle of the 17th century, ca. 1640, that {-s} could be considered a norm, and that only for the London and Court area (Nevalainen and Raumolin-Brunberg 2000: 314-315). East Anglia and the northern counties were still greatly diversified in this respect in the 1640-1681 period (Nevalainen and Raumolin-Brunberg 2000: 316-318).

16. This picture is a simplification since in the 17th and 18th centuries there were still competing forms for the plural paradigm presented above. As stated in Lass (1999: 165), “unless there is interference from other sources, we [should] expect zero or {-n} plurals by around 1500. But both the Southern {-th} and (Northern) East Midlands {-s} were available.” On this topic, see also the interesting discussion in Nevalainen and Raumolin-Brunberg (2000).

17. A potential reversal of this trend in the 18th century was noted, for instance, in Strang (1970: 209), who attributes this phenomenon to “the tendency to hypercorrection in 18[th] c[entury] and later teachers

(Rissanen 1999: 228, Dons 2004: 222, Cowie 2012: 609). The main reason behind the replacement of the subjunctive was the fact that it was distinguishable from the indicative only in a very limited number of contexts (cf. above; Smith 1996: 152, Rissanen 1999: 228). Rissanen (1999: 228) also points to a trend towards analytic, i.e. periphrastic, constructions, visible in the language.<sup>18</sup>

However, not all researchers agree as to the decline. Barber (1976 [1997]: 173), for instance, on the basis of his analysis of drama, sees the subjunctive as a “part of everyday familiar speech, even among lower-class characters”. A similar conclusion was reached by Kihlbom (1938) in her study of private letters. She observes that “the subjunctive appears to have been the general rule in the colloquial language of the latter part of the 15th century” (Kihlbom 1938: 262). Nevertheless, even though others simply acknowledge its current use in a variety of contexts, they agree as to the decline (Visser 1966 [1972], Görlach 1991, Rissanen 1999).

There are multiple sources (e.g. Visser 1966 [1972], Barber 1976 [1997], Görlach 1991, Rissanen 1999) which discuss, among others, the use of the subjunctive in eMnE, but the majority of them approach the topic focusing on this period only. In the discussion that follows, the point of departure will be a list of contexts for the use of the subjunctive in the OE period, with the aim of presenting the decline in types of clauses admitting the use of this mood in eMnE.<sup>19</sup> The list was compiled on the basis of the literature dealing with OE, e.g. Visser (1966 [1972]) and Traugott (1992), and it is presented in Table 2.3 below.

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and writers”. As noted by Rissanen (1999: 228), this increase might be only apparent, given the greater “literary” output of the period.

18. Stein (1994: 405) is of a different opinion and based on his study (of the use of the subjunctive in deontic and epistemic contexts, not further defined) argues for a “renewed rise of the inflected subjunctive”. This increase is ascribed “to the use of the  $\emptyset$ -subjunctive form as another evasion strategy to avoid endings” (Stein 1994: 405), albeit only for the persons with inflectional marking in the indicative. Stein (1994) does not, however, offer any information as to his methodology, the size of his corpus or the data for ME(?) (or are his eMnE data subcategorised into shorter periods?) with which he compares his data, arguing for the increase of subjunctive forms. Furthermore, he does not provide any information as to the competitive indicative forms (thus not giving the reader any point of reference, except for the information on modal periphrasis, in the shape of percentage data) and manages to assign subjunctive status (most probably based on the semantic criteria on which premises his study is built) to the use of forms without overt marking, also in contexts where no such marking is present in the indicative, e.g. in the case of plural forms.

19. Admittedly, such a list was already compiled by Visser (1966 [1972]: 786-941). However, the survey presented in his monumental work is extremely detailed and not easily comparable with the majority of studies discussing the topic of the use of the subjunctive in the eMnE period. Recently, also Moessner (2020) published a corpus study on the use of the subjunctive, spanning the OE, ME and eMnE periods. However, the divisions into clause types adopted there and in this book are different. While aligning when it comes to the distinguishing between dependent and non-dependent clauses, they diverge at the level of the various dependent clauses. Additionally, Moessner (2020) uses, apart from formal criteria, semantic grounds for subjunctive identification.

Table 2.3: Use of the subjunctive in different types of clauses in the OE and eMnE periods

Type	Subtype	OE	eMnE		
non-dependent clauses	(Ia) hortative context, i.e. expressing encouragement or discouragement of an action	+	+	The replacement of subjunctive forms with periphrases ( <i>let</i> ) proceeded rapidly in this context (Rissanen 1999: 229).	
	(Ib) optative context, i.e. expressing a wish or hope	+	+	Although the subjunctive could still be found in some not strictly formulaic wishes (i.e. other than: <i>God save... long live...</i> ), its use was otherwise limited (Rissanen 1999: 228). However, its replacement with <i>may</i> proceeded less rapidly than the replacement of the hortative subjunctive with <i>let</i> . Traugott (1972: 180) notes that the subjunctive was most recessive “in complements without overt main clauses”, which is the reason why its use in wishes did not survive, except in some fixed phrases.	
	(Ic) interrogatives, introduced by <i>whether</i>	+	?	The use of the subjunctive in this context disappeared in the eMnE period since “the subordinating use of the word [ <i>whether</i> ] [was] established” (Rissanen 1999: 275). It could still be used to introduce a disjunctive direct question (Rissanen 1999: 276).	
dependent clauses	adverbial clauses	(IIa) clauses of condition and concessive conditionals	+	The subjunctive was the most common mood in this type of clause (Rissanen 1999: 308; see also Barber 1976 [1997]: 173 and Görlach 1991: 113).	
		(IIb) clauses of concession (concessive clauses)	+	The use of the subjunctive was frequent in concessive clauses in the eMnE period (Barber 1976 [1997]: 173, Görlach 1991: 113, Rissanen 1999: 308).	
		(IIc) clauses of similarity and comparison	+	The subjunctive was employed in such clauses only when they were hypothetical (Rissanen 1999: 317).	
		(IId) clauses of purpose (final clauses)	+	The dominant structure in these clauses was the subjunctive or modal periphrasis (Rissanen 1999: 304).	
		(IIe) clauses of result (consecutive clauses)	+	?	Görlach (1991) does not list it as one of the contexts for the use of the subjunctive, whereas Rissanen (1999: 304-305) discusses it along with clauses of purpose, but does not provide a single quotation illustrating a clause of result where the subjunctive is employed. The number of quotations from the eMnE period given in Visser (1966 [1972]) for this type of clause is not considerable.
		(IIIf) clauses of reason (causal clauses)	+	*	This type of clause is not listed in Görlach (1991) or Rissanen (1999) as a venue for the subjunctive. Quotations provided in Visser (1966 [1972]: 937-938) in this context end at <i>Ormmulum</i> .

Type	Subtype	OE	eMnE		
dependent clauses	adverbial clauses	(IIg) clauses of manner	+	*	The use of the subjunctive in this context was limited to the OE period (Visser 1966 [1972]: 918).
		(IIh) clauses of time (temporal clauses)	+	+	The subjunctive was rare in this type of clause (Rissanen 1999: 311). If used, it was in the context of some future events (Görlach 1991: 113, Rissanen 1999: 311).
		(IIi) clauses of place	+	?	There is no mention of the subjunctive in this type of clause in Görlach (1991) or Rissanen (1999). Visser (1966 [1972]: 939-940) provides only two quotations for the eMnE period.
	(III) comparative clauses		+	*	After the OE period, comparative clauses used the indicative (Visser 1966 [1972]: 919).
		(IV) relative clauses	+	?	The subjunctive was used in these clauses when they expressed unreality or hypotheticality (Rissanen 1999: 293).
	nominal clauses	(Va) functioning as a subject	+	+	This type of clause was not common in the eMnE period (Rissanen 1999: 282). Nevertheless, numerous instances of nominal clauses are provided in Visser (1966 [1972]: 824-825) for the use of the subjunctive in extraposed subject position.
		(Vb) functioning as an object, in reported speech	+	+	The number of quotations provided in Visser (1966 [1972]: 851-855) for this context is low but the subjunctive was still attested in reported speech (Rissanen 1999: 285), even if on a limited scale.
		(Vc) functioning as an object, e.g. in expressions of desire (mandative subjunctive)	+	+	The subjunctive could still be used in this context, "indicating wish, request, exhortation, doubt, etc." (Rissanen 1999: 285).
		(Vd) functioning as an object, indirect questions	+	+	The subjunctive fared well in this type of clause in ME (1960 [2016]: 460) and a number of quotations are provided in Visser (1966 [1972]: 857-858) for its use in the eMnE period.
		TOTAL NUMBER OF CONTEXTS		18	11-15

Thus, on the whole, the number of contexts in which the subjunctive was available in the eMnE period had become reduced (11-15) in comparison to OE (18). It was still frequently employed in clauses of condition and concessive conditionals (IIa), clauses of concession (IIb) and purpose (IIc), clauses functioning as subjects (Va), and as objects in mandative contexts (Vc) and in indirect questions (Vd) and less so in clauses functioning as objects in reported speech (Vb). Its use had become marked in hortative (Ia) and optative contexts (Ib), in clauses of similarity and comparison (IIc), and those of time (IIIh). The subjunctive was on the wane in interrogatives introduced by *whether* (Ic), clauses of result (IIe) and place (IIIi), and relative clauses (IV). In clauses of reason (IIIf), manner (IIg), and comparative clauses (III) it was lost completely.

### 2.3.2 Empirical studies

There are also a number of empirical studies investigating the use of the subjunctive in the relevant period in various contexts. The mandative subjunctive (Vc) in eMnE (but only up to the beginning of the 18th century) was analysed in Fillbrandt's (2006) study, which found a steady loss in frequency from 19.27% in the period of 1500-1570, through 12.83% in the years 1570-1640, to 4.52% during the latter half of the 17th century and the turn of the 18th century (Fillbrandt 2006: 144).<sup>20</sup> The decrease in the use of the subjunctive was paralleled by the increase in the frequency of the indicative from ca. 52% (1500-1570) to 63.67% for the years 1640-1710. The use of modal verbs oscillated around 30% throughout the same period: 28.71% in the years 1500-1570 and 32.81% for the 1640-1710 subperiod (Fillbrandt 2006: 145).

A popular perspective in the study of the subjunctive is that adopting as the point of departure the use of the mood following various conjunctions. One such study was conducted by Dons (2004) on the data from the *Helsinki Corpus*, where he traced the subjunctive after a set of conjunctions listed in the contemporary eMnE grammars which he analysed in his work. The major finding of the research was a significant drop in the frequency of the subjunctive in these contexts (cf. Table 2.4 below). Dons (2004: 230-231) determined that only four of the conjunctions were still followed by the subjunctive in more than 30% of the examined cases in the second half of the 17th century. These were *unless* (50%), *whether* (32.3%), *(al)though* (30.3%) and *if* (47%).<sup>21</sup>

20. Fillbrandt (2006) relied on the list of 175 mandative triggers supplied by Visser (1966 [1972]), but narrowed it down to 63 verbs in accordance with her methodological requirements. Her study was conducted on the data from the *Helsinki Corpus*.

21. Dons's (2004: 229) analysis is limited to 2nd and 3rd person singular subjects with lexical verbs and singular forms for the verb *to be*.

Table 2.4: Dons's (2004: 230-231) Table 46: "Conjunctions mentioned by the Early Modern English authors: Absolute numbers and relative frequencies of the different constructions"

CONJUNCTION	1500-1570	1570-1640	1640-1710
<i>unless</i>			
subjunctive	5 (71.4%)	8 (72.7%)	10 (50.0%)
indicative	0 (0.0%)	1 (9.0%)	4 (20.0%)
modal construction	2 (28.6%)	2 (18.2%)	6 (30.0%)
<i>provided</i>			
subjunctive	6 (66.7%)	0 (0.0%)	0 (0.0%)
indicative	0 (0.0%)	0 (0.0%)	0 (0.0%)
modal construction	3 (33.3%)	12 (100.0%)	27 (100.0%)
<i>since</i>			
subjunctive	0 (0.0%)	0 (0.0%)	2 (6.5%)
indicative	13 (48.1%)	3 (75.0%)	18 (58.1%)
modal construction	14 (51.9%)	1 (25.0%)	11 (35.5%)
<i>because</i>			
subjunctive	1 (1.0%)	0 (0.0%)	0 (0.0%)
indicative	79 (76.0%)	97 (76.4%)	55 (74.3%)
modal construction	24 (23.0%)	30 (23.6%)	19 (25.7%)
<i>whether</i>			
subjunctive	15 (48.3%)	37 (63.8%)	21 (32.3%)
indicative	3 (10.0%)	4 (6.9%)	20 (30.8%)
modal construction	13 (41.9%)	17 (29.3%)	24 (37.0%)
<i>ere</i>			
subjunctive	3 (42.9%)	3 (60.0%)	0 (0.0%)
indicative	1 (14.3%)	1 (20.0%)	1 (33.3%)
modal construction	3 (42.9%)	1 (20.0%)	2 (66.7%)
<i>before</i>			
subjunctive	7 (38.9%)	8 (34.8%)	2 (8.7%)
indicative	5 (27.8%)	8 (34.8%)	16 (69.6%)
modal construction	6 (33.3%)	7 (30.4%)	5 (21.7%)
<i>when</i>			
subjunctive	1 (0.6%)	1 (0.6%)	1 (0.5%)
indicative	122 (72.6%)	146 (81.1%)	164 (88.6%)
modal construction	45 (26.8%)	33 (18.3%)	20 (10.8%)
<i>(al)though</i>			
subjunctive	21 (60.0%)	42 (63.6%)	27 (30.3%)
indicative	3 (8.6%)	10 (15.2%)	35 (39.3%)
modal construction	11 (31.4%)	14 (21.2%)	27 (30.3%)

<i>if</i>			
subjunctive	233 (61.0%)	187 (51.5%)	161 (47.0%)
indicative	23 (6.0%)	20 (5.5%)	51 (14.9%)
modal construction	126(33.0%)	156(43.0%)	131 (38.2%)
<i>seeing that</i>			
subjunctive	0 (0%)	0 (0%)	0 (0.0%)
indicative	10 (90.9%)	6 (75%)	3 (100.0%)
modal construction	1 (9.1%)	2 (25%)	0 (0.0%)
<i>in case</i>			
subjunctive	2 (66.7%)	0 (0.0%)	1 (8.3%)
indicative	0 (0.0%)	0 (0.0%)	0 (0.0%)
modal construction	1 (33.3%)	0 (0.0%)	11 (91.7%)

In the light of Dons's (2004) data, the subjunctive was still attested in clauses of condition (IIa) and concession (IIb), indirect questions introduced by *whether* (Vd). Its presence in clauses of time (IIh) or reason (IIf) is, on the other hand, highly unlikely. Moreover, for most of the conjunctions analysed, subjunctive *be* forms make up at least 50% of occurrences (Dons 2004: 234-235).

In her 2002 and 2006 studies, Moessner analysed a similar set of twelve conjunctions<sup>22</sup> for 3rd person singular uses in the 17th century and 2nd and 3rd person singular uses throughout the eMnE period, respectively. Moessner (2006: 251) observed a downward trend in the use of the subjunctive in the whole period, but it clearly gained momentum in the latter half of the 17th century. The greatest frequency of the subjunctive was noted in conditional and consecutive clauses, with considerable drops observed in both. Namely, the use of the subjunctive decreased from 85.82% to 60.18% in conditional, and from 80% to 45.71% in concessive clauses. Interestingly, however, it cannot go unnoticed that it still remained the most common choice in both throughout eMnE (Moessner 2006: 254). Moessner's data prove that the decline in the use of the subjunctive corresponded, in the latter half of the 17th century, to an increase in the use of the indicative, not modal verbs. Moreover, Moessner (2006: 257) observed that no clear correlation between formal register and the use of the subjunctive could be postulated on the basis of her data, suggesting that the association must have appeared only after the eMnE period.

Moessner's (2002) study also took into consideration the type of text in which the subjunctive appeared and found that its highest relative frequency rate could be observed in the texts in the category of *Handbooks*, albeit with a notable downward trend.<sup>23</sup> This decrease was accompanied by an increase in the use of modal periphrasis.

22. These were *after, although, before, if, lest, provided, so that, though, till, unless, until* and *when*. Moessner (2002 and 2006) does not, however, provide the findings for each of these separately.

23. These are followed by sermons, scientific texts, educational treatises and philosophical works (Moessner 2002: 229), with the remaining text categories not reaching the relative frequency of 1.0.

Furthermore, it was determined that the extent of the use of the subjunctive was “largely a matter of personal style” among letter-writers (Moessner 2002: 231-233). Interestingly, any corroboration for Strang’s (1970: 209) claim that the number of instances of the use of *to be* in the subjunctive mood would be greater than that of lexical verbs could only be postulated for male writers (Moessner 2002: 233).

Schlüter’s (2009) study focused on the distribution of the subjunctive, indicative and modal periphrasis following *on (the) condition (that)*. It demonstrated that in BrE in the period spanning the years 1460-1670, the conjunction was only rarely followed by the subjunctive (3%), and modals began to “lose ground to indicatives” (Schlüter 2009: 287-288). The default option was then still modal periphrasis (82%) (Schlüter 2009: 287-288). Nevertheless, Schlüter (2009: 288) found a marked decrease from 82% to 18% in the use of modals verbs in this context which started in the 15th century and continued to the second half of the 20th century. This was paralleled by an increase in the use of the indicative, which went from 8% (the second half of the 15th century) to 61% (the second half of the 20th century) (Schlüter 2009: 288).

Auer (2008), on the other hand, investigated the use of the subjunctive following the conjunction *lest*. Unsurprisingly, its use also declined: from 73.3% (vs. 26.7% of modals) in the years 1570-1640 to 44.4% for the period 1640-1710, with it becoming dormant for the next 250 years (Auer 2008: 160)

Finally, Moessner’s (2020) extensive diachronic corpus study, dealt with the use of the subjunctive in all types of clause from the OE to eMnE period. It confirmed the general decline of the subjunctive in relative clauses from 4.64% to 0.34% towards the end of the eMnE period (Moessner 2020: 87). The same trend was noted for nominal clauses, with the percentage rate of occurrences of the subjunctive decreasing from ca. 17% at the outset of the period to 1.42% in its final years (Moessner 2020: 142). More precisely, the subjunctive was found in ca. 17%<sup>24</sup> of nominal clauses functioning as subjects, ca. 8% of clauses functioning as NP complements, ca. 7% of those functioning as adjectival complements, ca. 6% of object clauses, but was not found at all among subject complements (Moessner 2020: 145). A drop from 34.13% to 20.52% in the use of the subjunctive was also observed among adverbial clauses (Moessner 2020: 194). The subjunctive was employed most frequently among clauses of concession (52.78%), condition (64.23%) and purpose/result (29.81%), sparingly in temporal clauses (14.35%), and only twice in clauses of comparison (Moessner 2020: 196).

It was noted by Rissanen (1999: 229) that throughout the period it was the past subjunctive<sup>25</sup> that “seem[ed] to resist best the replacement by auxiliary periphrasis”, and

24. This and the following values are means for the whole period.

25. It has to be noted, however, that not all instances of the past subjunctive in Rissanen (1999) would be classified as such in this study. This divergence stems from the fact that Rissanen (1999) regards instances of *were* and *had* in conditional sentences as subjunctive forms, whereas here the subjunctive is defined on a formal basis and the uses of *were* “in non-past contexts” or *had* in “past tense sphere” (Rissanen 1999: 229) are not treated as occurrences of the subjunctive. Visser (1955: 206) argues that the former approach is the case of adherence to the term subjunctive to refer to the grammatical structures used

it was used predominantly in subordinate clauses, with the exception of conditional clauses where it was fairly common in the apodosis, i.e. the main clause (Rissanen 1999: 230). Auer's (2009: 77) data lent support to Rissanen's claim concerning the condition of the *were*-subjunctive in the eMnE period: it was noted in 70.3% of adverbial clauses (as opposed to *was*) analysed by her for the years 1650-1699. From then on, its use decreased.

## 2.4 Conclusion

The aim of the chapter was to discuss theoretical issues pertaining to the subjunctive. Therefore, at the outset (Section 2.2.2) a working definition of the concept was provided, in which it is considered a mood realised either by means of "plain form" or *were*, which competes with other structures available in the language but is not in complementary distribution with them. In other words, the speaker is never forced to use the subjunctive. Moreover, the mood conveys non-factual information. Additionally, a brief account of some of the approaches to the topic of the subjunctive was provided.

The remainder of the chapter was devoted to the discussion concerning the use of the subjunctive in the eMnE period. In Section 2.3.1.2, a list of clauses was presented in which the subjunctive could be found in the OE period and its use in eMnE was juxtaposed with these on the basis of the accounts of the subjunctive available in the literature. It transpired that the subjunctive was still an option in 15 of 18 original contexts, but in four of them it was highly unlikely to appear. Section 2.3.2, on the other hand, provided a brief account of the available empirical studies conducted on eMnE data which concentrated on the use of the subjunctive. On the whole, a marked downward trend in the use of the mood could be observed throughout the period in all of the investigated contexts.

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in the contexts where, historically, the subjunctive was found, which formally in later stages of the history of English could no longer be perceived to represent the subjunctive. That is, if one persists in referring to the verbal units in the second and third conditionals as the subjunctive, then – by analogy – one could postulate that the verbal forms employed in reported speech, e.g. "He says he is the king", or subordinate interrogatives, e.g. "he asked if I had seen it", should also be called subjunctives because in the earlier stages of the history of English the subjunctive was used in these environments.



## CHAPTER 3

# Methodology

### 3.1 Introduction

The previous two chapters provided a theoretical introduction to the analysis of the eMnE translation of the *Laws of Oléron*, covering a brief history of the text, its source and character, a definition of the subjunctive, and a description of the gradual limitation of the use of the subjunctive, as presented in various accounts of the historical development of the English language.

The purpose of this chapter is to specify the methodology employed in the course of the research. Similarly to the previous chapters, it also serves an introductory role, bridging the theoretical and empirical parts of the monograph: it has been shaped by the theoretical considerations in Chapters 1-2 but is applicable to the practical investigation presented in the following Chapters 4-6.

Taking into account the threefold objective of the study – (I) the investigation into the use of the subjunctive in the analysed eMnE rendition, (II) its juxtaposition with the accounts of the status and use of the subjunctive in eMnE to see whether the text is typical of its period in with respect to the distribution pattern of the subjunctive, and (III) an analysis of the possible influence of the MF source text of the laws – there are multiple issues which need to be taken into consideration when it comes to the methodology.

In Section 3.2, I explain the process of database creation and subjunctive identification, adjusting the procedure discussed in Waller (2017: 32) to the eMnE data analysed here. In Section 3.3, the treatment of the data obtained is described as regards their classification into various categories. At this point the process of obtaining the corresponding French data is also discussed. The structure of the study is outlined in Section 3.4, with Section 3.5 serving as a conclusion.

### 3.2 The identification of the subjunctive

Before the investigation could begin, it was necessary to tackle the most rudimentary question, i.e. what should be counted as subjunctive. The answer to this question was partially given in Section 2.2.2, where a working definition of the subjunctive was provided. To reiterate it, for the purposes of this study, I consider the subjunctive to be a mood, realised by means of the “plain form” (Aarts 2012) or *were*, functioning in competition with other constructions, even if only on a limited scale, and used to convey non-factual information, “an action or a state as conceived (and not as a fact)” (OED).

In practical terms, for the present subjunctive (realised by the “plain-form”), it meant distinguishing between modal periphrasis, indicative and subjunctive forms. Telling cases of modal periphrasis apart should be relatively straightforward, but, in fact, there is one context in which considerable ambiguity as to the identification of the form persists. This concerns the use of *will* as a marker of futurity, a modal auxiliary and a lexical verb (cf. 1-3 below):

- (1) IF it chaunce (that) any maryner be taken with sekenesse i(n) the ship doynge seruce therto be belongyng, (the) maister ought to set hym out of the shyp / (and) seke lodgyng for hym / and ought for to fynde hym lyght / as talowe or can=dell / and to gyue hym a lad of the shyp for to take hede of hym / or hyre a wo=ma(n) to kepe hym / and ought to puruey hym of suche meat as is vsed i(n) the shyp (that) is to wyte as moche as he toke whan he was in helth / and nomore but **yf the mayster wyll**. And **yf he wyl haue** deyntyer meates, the mayster is not bounde to gete hym any / but to be at his costes [7]<sup>1</sup>
- (2) Also a shyp is freyght to goo to London or els where / and chau(n)ceth (the) tourment taketh it i(n) the see / (and) it can not escape but yf the goodes be cast out, (the) maister ought to say. mates it behoueth to cast ouer these goodes to saue the shyp, (and) yf there be **any marchau(n)t (that) wyll answeere (and) wyl the contrary** of the castyng ouer by theyr reasons (and) wyll not agre / the mayster neuertheles ought not to leue but cast ouer so moch as he shal se nede [8]
- (3) And **yf they wyll not remeue** it, the mayster and his ma=ryneres that myght haue the damage may take it vp and set it ferther frome them, but **yf the other wyll not suffre** them / and it do the(m) damage / the other must restore it, (and) yf so be that they had fastened to it no Buy / and yf it do hurt they be holden to yelde the hurte all a=longe, and yf they lye drye in a hauen / they ought to set markes at theyr an=kers that may playnely be sene aboue the water. [16]

In (1), the ambiguity concerns the clause “yf the mayster wyll” where *wyll* could be a lexical verb meaning “wishes to”, as is the case in (2) in “any marchau(n)t (that)

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1. The number in brackets indicates the article number.

wyll answeere (and) wyl the contrary”, but it could also be a modal verb with an ellipsis of the main verb. In the clause “yf he wyl haue deyntyer meates”, *wyl haue* functions as modal periphrasis and cannot be confused with the use of *will* as a marker of future reference. In (3), on the other hand, “yf they wyll not remeue it” is ambiguous between a future reading and a modal one, expressing perhaps both to an extent. The same is true for “yf the other wyll not suffere them”.

This is, perhaps, unsurprising in the light of what Görlach (1991: 112) states:

It is uncertain whether ‘future’ existed as a ‘pure’ tense in ME or whether all instances of *shall/will* should not be classified as modals [...] but the semantic weakening of *will* (originally ‘wish’) and *shall* (originally ‘be obliged to’) throughout ME is uncontested.

In eMnE “the category of modal auxiliary was [still] not yet fully established”, and thus “the ellipsis of the main verb (gapping) [wa]s more flexible than today” (Rissanen 1999: 234). As clarified by Cowie (2012: 608), by the early 16th century one could, in some contexts, see *shall* and *will* as expressing “pure futurity” as they “had lost much of their modal meaning of obligation”, but *much* cannot be equated with *all*. The OED provides attestations of lexical uses of *will* followed by an object well into the 18th century and archaic uses, from a PdE perspective, where *will* still expresses desire in the second half of the 19th century, e.g. “He.. examines the dinner-card..; points.. to the dishes which he will have served.” Barber (1976 [1997]: 177) notes that when used as an auxiliary, *will* does not take inflectional endings, but, in fact, this does not solve the problem, as: (i) being well on its way to attaining the status of a fully-fledged auxiliary, the form of *will* could already be used without inflectional endings in this period (cf. 5-6) and even earlier (cf. 4), and (ii) this does not pertain to the ambiguity between future and volitional readings.

- (4) Owre swete lord.. þat no man wil perisse, but **wil** þat we comen all to the knowlecch of hym. (the OED; B.I.2; 1386)
- (5) Ye ar moche beholden to serue god, whan he **wylle** youre saluacion. (the OED, B.I.1(a); 1483)
- (6) His grace then **wille** that thelection of a new Dean shalbe emonges them of the colledge. (the OED; B.I.3; 1528)

Taking into account the lack of formal means of differentiating between these uses, I have decided to treat instances of *will* as ambiguous. However, their share of the total number of ambiguous items is provided at all times, so that an alternative count, where the items are added to the total number of modal periphrasis occurrences, can also be viewed. As regards *shall*, it is considered to be a modal verb, as the ambiguity in its case, from the ME period onwards (OED), only concerns the use of the 1st person singular, which is not attested here.

Another issue worth mentioning with respect to modal periphrasis is the use of *ought* (*to*). Let me first quote Barber’s (1976 [1997]: 177) account of the status of *ought* (*to*) in the eMnE period:

For most of the Early Modern period, one of the marks of a modal auxiliary is that, in a verb phrase, it is used in conjunction with a lexical verb without any linking *to*. So in ‘I ought crave pardon’, *ought* could be a modal auxiliary, but in ‘as he ought to do’ it could not. This however changes in the seventeenth century [...] and by the end of the period *ought to* can be classified as a modal auxiliary.

However, Barber’s (1976 [1997]) stance is not corroborated by any empirical data so it is not surprising that no such distinction is proposed in Rissanen (1999: 232). The latter states that *ought (to)* started to develop characteristic features of modal verbs already in late ME. The contexts of use for bare *ought* and *ought* followed by *to* do not seem to differ at all (cf. 7-8) – in each of these cases they speak of how the shipmaster should act. In this particular text, not only does *to* seem to be non-obligatory, but it also appears to have the ability to be positioned quite freely within the sentence, with adverbs and subjects being allowed to precede it (cf. 9-10). Therefore, in line with Rissanen (1999), I will classify all instances of *ought (to)* as modal auxiliaries, regardless of the presence or absence of *to* or any other variation.

- (7) **the may=ster ought take cou(n)cell** w(ith) his felowes (and) saye, mates howe lyke ye this wether? [2]
- (8) IF it chaunce (that) any maryner be taken with sekenesse i(n) the ship doying seruice therto be belongyng, **(the) maister ought to set** hym out of the shyp / (and) seke lodgyng for hym / **and ought for to fynde** hym lyght / as talowe or can=dell / **and to gyue** hym a lad of the shyp for to take hede of hym / or hyre a wo=ma(n) to kepe hym / **and ought to puruey** hym of suche meat as is vsed i(n) the shyp (that) is to wyte as moche as he toke whan he was in helth / and nomore but yf the mayster wyll. [7]
- (9) And yf so be that they freyght it with marchau(n)dyce / suche fraunchyse as the maryner hath **ought the marchau(n)te to haue**. [18]
- (10) And yf he haue not wherwith, to lose his heed, (and) yf the mayster or any of the maryners or marchau(n)tes do smyte of his heed they be not bou(n)de to make ame(n)des, but **they ought fyrste to knowe** before they do it yf he be able to make amendes. [24]

As far as discerning between the indicative and subjunctive is concerned, for PdE there are four factors which allow one to positively identify the use of the subjunctive (Waller 2017: 32). In Waller’s (2017: 32) words these are:

- a) “Lack of -s with a 3rd person singular subject”;
- b) “The form *be* in all persons”;
- c) “No back-shifting following past-tense matrix verb”;
- d) “Preverbal negation with *not*”.

It is evident, however, that these are not applicable in a straightforward way to the eMnE use of the subjunctive. As regards (a), for the eMnE period it is the lack

of suffixation vs. its presence in the shape of {-s} or {-th} for the 3rd person singular forms of lexical verbs that allows one to identify the subjunctive (cf. Table 2.1 in Section 2.3.1.2). Additionally, it is also possible to rely on this distinction for the 2nd person singular, where the suffix {-st} is present in the indicative. Such cases are, however, of limited relevance for this study, as the text of the *Laws of Oléron* analysed here is couched almost in its entirety in terms of the 3rd person singular and plural subjects. There are only four 2nd person clauses, three of them plural, one singular.

Criterion (b) is applicable to the data, but, again, in a slightly modified form, since, as can be seen in Table 2.2 in Section 2.3.1.2, the form *be* also functioned in the 3rd person plural indicative. Thus, it is a factor positively identifying the subjunctive for the 3rd person singular only, whereas *be* is classified as being ambiguous between the indicative and subjunctive for the 3rd person plural in this study (cf. 11 below). The same approach is taken for the instances of the form *ben* found in the 3rd person plural context (cf. 12 below). Admittedly, the fact that the form is employed only twice<sup>2</sup> in contexts which could be regarded as being conducive to reading it as a subjunctive could prompt such an interpretation, and be taken as an effort on the part of the translator to disambiguate the use of the subjunctive. However, as stated above, I adhere to the formal identification of the subjunctive, which it is impossible to apply in the case of these clauses. Additionally, since, as stated in Lass (1999: 176), *ben* managed to survive only to the 1530s, it may well be the case that the dearth of such use stems from its archaic and unappealing character.

- (11) IF a ship departe fro any place laden or not, (and) aryueth at another place the maryners ought not to go out w(ith)out leue of the mayster / for yf the shyp shuld perysshe or hurt by any aue(n)ture / **they be holden** to make amendes [5]
- (12) And somtyme beho=ueþ to cut a sonder cables (and) leaue the ankers (and) rothers to saue ship (and) goodes **all these thynges ben rekened** pounde by pounde. [9]

The third (c) factor allowing the formal identification of the subjunctive is relevant only for the mandative subjunctive in PdE and, as will become clear in Sections 4.3.4 (on nominal clauses) and 5.3 (on the mandative subjunctive), is of extremely limited use in the present study. It concerns the treatment of forms such as *go* in (13) below as a subjunctive, even when used after the 1st person plural subject (as is the case here). This is possible specifically because the verb *suggest* appears in a past form which would necessitate the use of a past indicative form in the subordinate clause. Thus, the “plain form” *go* warrants a mandative reading.

- (13) He suggested that we **go**.

The last of the factors identifying the subjunctive in PdE is the use of preverbal negation with *not* (d). As explained in Quirk *et al.* (1985: 156), “[w]ith all verbs except

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2. As opposed to 67 instances of *be* and one occurrence of *are*.

BE, the verb phrase is made negative by placing *not* before the subjunctive form. In the case of *be*, *not* may be placed either before or after the verb, whereas with *were* it follows it”.<sup>3</sup> This distinguishing feature is not, however, applicable to any eMnE data, as the pattern of negation in question is a recent development. At the earlier stages of the language’s history, the negative element followed the subjunctive as it was the regular place for negation in the case of finite verbs (Kjellmer 2009: 252).<sup>4</sup> As stated in Kjellmer (2009: 252), this was true both before and immediately after the establishment of the obligatory *do*-support, i.e. around the end of the 18th century (Rissanen 1999: 239). The use of *not* preceding the verb in the subjunctive form is an innovative feature from a diachronic point of view (Traugott 1972: 181), and “not one of the numerous post-colonial survivals of mother-country usage” (Visser 1966 [1972]: 847). Thus, one cannot expect negation to precede the subjunctive in eMnE texts. In fact, all of the instances of negated subjunctives in the analysed translation of the *Laws of Oléron* follow the eMnE rules (cf. 14-17), in contrast to PdE expectations.

(14) And yf so be (that) the mayster take not in as good a ma=ryner as he, and the shyppe by chau(n)ce take harme, the mayster is bou(n)de to re=store the shyp (and) goodes, yf he be able. [14]

(15) They must answeere what they wyl do, yf they take at the freyght of the shyp / they shall haue as the shyp shall haue, and yf they wyll freyght by themselfe they oughte to freyghte it in suche wyse that the shyp do not tary. [18]

(16) And they ought to hast theym shortely aborde agayne that the mayster lese not the earnest of the shyp, [21]

(17) And yf he haue not wherwith, to lose his heed, (and) yf the mayster or any of the maryners or marchau(n)tes do smyte of his heed they be not bou(n)de to make ame(n)des, but they ought fyrste to knowe before they do it yf he be able to make amendes. [24]

The occurrences of the negated subjunctive in (14) and (16-17), consisting of lexical verbs followed by the negative element *not*, represent straightforward instances of the subjunctive. In contrast, the use of *do*-support in (15), and the classification of this clause as employing the subjunctive, merits some explanation.

One of the features distinguishing PdE and eMnE is the *do*-support in negation. While in PdE *do*-support is obligatory in the present indicative in this context, it was not so in the eMnE period. The process of establishing *do* as an obligatory element

3. On this topic, see also Denison (1998 [2007]: 162).

4. Note, however, that this pertains to the traditional position of *not*, not negation in general, since the original placement of *ne* in OE was preverbal and its continued presence there in ME allowed *naht* (from *nawiht* ‘nothing’) to feel natural in a postverbal position (Rissanen 1999: 271). It was only after the disappearance of *ne* that *not* was fronted due to “a general tendency in our [eMnE] period to move light adverbs to preverbal position” (Seoane 2012: 631, after Ellegård 1953: 194 and Rissanen 1999: 267-268). This process was facilitated by “the simultaneous development of *do*-periphrasis, which made it easy to place *not* between the operator (*do*) and the first non-finite form of the verb” (Rissanen 1999: 271).

of negative indicative clauses took place in the eMnE period, but was complete only by the end of the 18th century (Rissanen 1999: 239),<sup>5</sup> even though ca. 1700 “its use was already very close to the modern one” (Aarts *et al.* 2012: 877).<sup>6</sup> While in the majority of cases in my data, negative elements are absent from the sentences with a subjunctive, there are, as presented above (14-17), four subjunctive clauses with negation and only one of them (15) resorts to the *do*-support.

Certainly, it could be argued that the clause should be viewed as indicative (the un-conjugated form of *do* stemming from the lack of regularisation as mentioned above) or be classified as an ambiguous one. Yet, it does appear that the intended reading (taking into account the meaning of the clause, the context of use, and the type of clause) is, in fact, subjunctive a conclusion strengthened by the fact that the verb *do* is employed with an inflectional ending in a different place in the same text, albeit not in negation (cf. 18).

(18) And the mayster may sel no takelyng of (the) shyp but yf he haue procuracio(n) or lycence of the owners. But he ought to put them in saufgard *vnto (the) tyme* that he dooth knowe the wyl of the owners [3]

As *do*-periphrasis was still on its way to establishing itself as an obligatory element in the negation of present indicative negative clauses, there is nothing surprising in its inconsistent use in this transitional period, i.e. eMnE, occasionally also being employed in subjunctive clauses. As stated by Nurmi (2000: 240), “in both the sixteenth and the seventeenth centuries the use of *do* varied in subjunctive as it did in indicative sentences”. For these reasons, the structure in (15) will be analysed in this study as exhibiting the subjunctive.<sup>7</sup>

As regards instances of the *were*-subjunctive, their identification is more straightforward than that of the instances of the present subjunctive discussed above. Due to the adherence to formal grounds for the identification of the use of subjunctive, *were* is the only representative of the past subjunctive which has been taken into account

5. On the other hand, the use of *do*-support in affirmative indicative sentences was at its peak in the second half of the 16th century (Rissanen 1999: 240), but this is also when its decline began and there was a great deal of variation in its use by different authors and with different verbs (Barber 1976 [1997]: 196). By the mid-18th century it was considered to be redundant in non-emphatic affirmative statements (Aarts *et al.* 2012: 877). On this topic, see also Nevalainen (1991), who investigates possible reasons for the preservation of *do*-support in affirmatives in liturgical prose of the eMnE period, and Rissanen (1991), who argues that *do*-support in affirmatives “has always been a structure typical of spoken discourse” (Rissanen 1991: 321).

6. Nurmi’s (2000) analysis of correspondence indicates that the use of *do*-support in negation was on a steady rise throughout the 16th century, followed by a major drop at the beginning of the 17th century and a new increase later on. The question, however, as to what happened at the turn of the 17th century remains open.

7. This is also the practice adopted in Kikusawa (2017). Interestingly, Fillbrandt (2006: 139), analysing the mandative subjunctive in the eMnE period, treats the absence of *do* in negation and the presence of *not* before the verb, as opposed to following it as already being the defining characteristics of the subjunctive for this period.

here. It is clear from the data in Table 2.2 in Section 2.3.1.2, that its subjunctive use can only be formally discerned for the 3rd person singular, and this is the practice adopted in this study.

All of the remaining occurrences of *were*, even if employed in a present tense context (cf. 19), are assigned an ambiguous status.

(19) And yf the shyp be at hyrynge / (and) the mayster tary by reason of theyr de=bate and perceyueh leakage / he ought not to parte with the losses / but haue his freyght, as yf **the tonnes were** full. [9]

This is the only possible interpretation of the data taking into consideration the discussion presented in Section 2.3. Accordingly, no past perfect or pluperfect category is established, contrary to the description of the use of the subjunctive provided in Rissanen (1991: 229-231).

### 3.3 The analysis of the data

The initial stage in the creation of the database for the purposes of this study was the transcription of the 1536 edition of the *Laws of Oléron* printed in 1536 by Thomas Petyt, i.e. the oldest extant copy of Robert Copland's translation.<sup>8</sup> Having transcribed the text from the images,<sup>9</sup> I noted all cases of the subjunctive. In an attempt to align the analysis of the data in this study with the perspective presented in Chapter 2, I separated the non-dependent from dependent clauses.

#### 3.3.1 Non-dependent clauses

For non-dependent clauses, the information available when looking for the subjunctive is two-fold:

- (i) the formal shape of verbs in the subjunctive, i.e. the lack of the 3rd person indicative suffix, the use of the plain form of *to be* (limited here to the 3rd person singular, as well), and the use of the *were*-subjunctive for 3rd person singular;
- (ii) semantics (i.e. one has to look for the potential optative or hortative reading of a sentence). In other words, one cannot search for potential triggers of the sub-

8. See Appendix I for information concerning the principles of transcription.

9. An edition of the text is available in Twiss (1871: 89-123) but, in line with the comments from the Introduction to this book, I decided to rely on the images of the original text to ensure that changes made by the editor of the text do not influence the results of this study.

junctive as is done, for instance, in studies on the mandative subjunctive or in the case of research performed on adverbial clauses.<sup>10</sup> Analysing the text from this perspective is thus difficult and subjective, which is why I have refrained from presenting all of the potential contexts where the subjunctive could have been used, but was not, i.e. I have not relied on (ii) semantic clues.

Therefore, I have decided to limit my analysis of non-dependent clauses, where the use of the subjunctive was on the decline (cf. Chapter 2), to straightforward uses of the subjunctive identified on formal grounds (cf. i above), as discussed in Section 3.2. I have, however, included in the count of subjunctive clauses, contrary to the practice adopted, for instance, in Waller (2017: 207), both in the case of non-dependent and dependent clauses, all instances of verbs in the subjunctive or competitive forms, even if they are used in coordinated structures and, in the case of dependent clauses, following a single trigger.<sup>11</sup>

### 3.3.2 Dependent clauses

As regards the dependent clauses employing the subjunctive which have been taken from the translation, it was decided to divide them according to their “potential functions” as distinguished in Quirk *et al.* (1985: 1047), i.e. into adverbial (I), comparative (II), relative (III), and nominal (IV) clauses. Such a classification was adopted on pragmatic grounds, as it facilitates the comparison of the data gathered here with the discussion and research on the subjunctive found in the numerous sources mentioned in Chapter 2. Before imposing any further subdivision on these clauses, I went back to the text, this time looking for very specific types of dependent clauses and their triggers. On the basis of the description of the use of the subjunctive in the eMnE period (mainly Barber 1976 [1997], Görlach 1991, Rissanen 1999) and the end of the ME period (Mustanoja 1960 [2016] and Fischer 1992), as well as the monographs and research papers investigating these issues (cf. Sections 2.3.1 and 2.3.2), I searched the translation for any dependent clauses that potentially allowed the use of the subjunctive and for the triggers after which the subjunctive could be found (cf. Chapter 2). In other words, in order to establish the frequency of the use of the subjunctive in those contexts in which it could have been used but was not, as opposed to the frequency of occurrence of other syntactic structures, all such potential contexts were sought out. Subsequently, automatic searches were performed on the transcribed text, and it was re-read then several times to ascertain that some of the instances of triggers were not missed due to variations in spelling.

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10. For references to such studies, see Section 2.3.2.

11. See below for information concerning this decision.

### 3.3.2.1 Adverbial clauses

More precisely, in the case of adverbial clauses (I), the types of clauses looked for were those listed in Section 2.3.1.2, introduced by the triggers enumerated in the sources mentioned above and given here in Table 3.1 below:

Table 3.1: Triggers for various clause types

Clause type	Conjunction	References
clauses of condition <sup>12</sup>	<i>if, an if, nif, but if</i> ‘unless’, <i>without</i> ‘unless’	Rissanen 1999: 302
	<i>except</i> ‘unless’	Barber 1976 [1997]: 173
	<i>so (that)</i> ‘if only’, <i>if case</i>	Rissanen 1999: 309
	<i>unless, provided, seeing that, in case</i>	Dons 2004: 230-231
clauses of concession <sup>13</sup>	<i>for all, all if, though and although</i>	Rissanen 1999: 307-310
clauses of similarity	<i>as</i> , which could be strengthened by <i>such</i> or <i>right</i>	Rissanen 1999: 315
	<i>like</i> <sup>14</sup>	Rissanen 1999: 316
clauses of comparison <sup>15</sup>	<i>like, as if</i> and <i>as though</i> <sup>16</sup>	Rissanen 1999: 316-317
clauses of purpose	<i>that, to the end that, so that, for that, for, lest</i>	Mustanoja 1960 [2016]: 466, Rissanen 1999: 304-305
clauses of result	<i>that, so that</i>	Rissanen 1999: 304-305
clauses of reason	<i>for (that), because (that), forbecause, as, for why, in that</i> – to introduce new information <i>that, now (that), since</i> and <i>sith</i> – in the context of the given information	Rissanen 1999: 305
clauses of manner	<i>how</i>	<i>not discussed</i>
clauses of time	<i>when, whiles, since, as, afore</i> ‘previously, before’ (OED), or ‘early, soon, earlier, sooner’ (OED), <i>ere</i> ‘early, soon, earlier, sooner’ (OED), <i>sith</i> ‘then, thereupon; afterwards, subsequently’ (OED), <i>sithence</i> (cf. <i>sith</i> ), <i>before, till, until</i> <sup>17</sup>	Rissanen 1999: 311
clauses of place	<i>where</i> and a variety of conjunctive links based on the <i>wher</i> -form	Mustanoja 1960 [2016]: 462

12. The category of clauses of condition in the above-mentioned descriptive sources also encompasses the category of clauses of exception listed separately in Quirk *et al.* (1985: 1102-1103).

13. Clauses of concession proved to be absent from the translation.

14. This conjunction is still employed in PdE to introduce clauses of comparison and similarity, albeit with informal undertones (Quirk *et al.* 1985: 1110).

15. Along with the treatments usually accorded them (e.g. Rissanen 1999: 315-317), clauses of similarity and comparison are discussed in Chapter 4 (Section 4.3.1.2) as one category, but are presented separately.

16. The use of the final two conjunctive links is most conducive to the employment of the subjunctive in the contexts where they introduce some hypothetical situation (Quirk *et al.* 1985: 1110; Rissanen 1999: 317).

17. Conjunctions *before* and *till* co-occur most frequently with the subjunctive (Rissanen 1999: 311).

### 3.3.2.2 Comparative clauses

As regards comparative clauses (II), the most typical conjunctions used in them nowadays are *as*, *so* and *than*, and this was also the case in the eMnE period (Rissanen 1999: 317). Even though comparative clauses are semantically close to clauses of comparison and similarity, they are regarded by Quirk *et al.* (1985: 1127-1128) as a separate type of dependent clause. Their characteristic feature is that “a proposition expressed in the matrix clause is compared with a proposition expressed in the subordinate clause with respect to some STANDARD OF COMPARISON” (Quirk *et al.* 1985: 1127).

### 3.3.2.3 Relative clauses

With respect to relative clauses (III), I did not restrict the search to those clauses and those subordinators which could exclusively introduce adnominal relative clauses in the relevant period, but nominal relative clauses were also extracted. This is despite the fact that in the light of the primary division into adverbial, nominal, relative, and comparative clauses adopted here, the only type of relative clauses which should be examined underneath such heading are precisely those adnominal clauses.<sup>18</sup> The reasons for such a decision will be discussed below but for now I will limit myself to providing information as to the relevant subordinators. The most common relativiser in adnominal relative clauses towards the end of the ME period was *that*, even though *which* was preferred in non-defining clauses (Rissanen 1999: 293). In general, *wh*-pronouns were already in widespread use in non-defining relative clauses in the 16th century. At that time, *which* could be employed with personal antecedents, its use decreasing to ca. 10% in the 17th century, in favour of *who*, in use from ca. 1550 (Görlach 1991: 124), and becoming unacceptable in this context in the 18th century (Rissanen 1999: 294). Alongside those relative pronouns which are still in use nowadays, *as* and *but* could also be employed in adnominal relative clauses, but these were far less common (Görlach 1991: 124, Rissanen 1999: 299). In eMnE, nominal relative clauses<sup>19</sup> were introduced by *who*, *which*, *that*, meaning ‘that which’, and *what* (Rissanen 1999: 300). The last type of relative clauses – in the broad understanding of the term – namely, sentential relative clauses,<sup>20</sup> is only mentioned in Rissanen (1999: 292) and the relativiser employed in the example he quotes is *the whiche*.

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18. Adnominal relative clauses are those clauses which act as adjectives modifying a nominal or pronominal head preceding them, i.e. an antecedent. Another term used for this type of clause is adjective clause (cf. Jensen 1974: 24, Traugott 1992: 223).

19. Nominal relative clauses are a subtype of relative clauses which are “basically a noun phrase modified by an adnominal relative clause, except that [their] *wh*-element[s] [are] merged with [their] antecedent[s]” (Quirk *et al.* (1985: 1056). In other words, their antecedents are already contained in the relative pronouns themselves.

20. They differ from adnominal relative clauses in that they use the whole predicate or predication as their *antecedent*, referring back to a whole clause or sentence (Quirk *et al.* 1985: 1118).

### 3.3.2.4 Nominal clauses

When it comes to nominal clauses (IV), i.e. those clauses which can act as subjects, objects, complements and appositives, my search was not limited to a finite list of potential triggers either (cf. 3.3.2.3 above). In other words, all nominal clauses are subject to analysis. Nominal clauses in eMnE are usually introduced by *that*, *wh*-pronouns or *lest* (Rissanen 1999: 284) but *if* and *whether* could also be used for that purpose. Additionally, the zero link had already become common in this context in the late ME period and gained in popularity throughout the 16th century, becoming especially frequent in object clauses (Rissanen 1999: 284).

#### 3.3.2.5 Working with dependent clauses – further subdivisions

The repeated examination of the translation in question allowed me to gather all the available data for each of the four types of clauses, regardless of the mood or construction used in them, at which point the clauses could already be divided between different subcategories, with the exception of comparative clauses (II), for which no further subdivision was imposed, in line with Rissanen's (1999: 317-319) treatment of these clauses. For adverbial clauses (I), clauses of condition (i), similarity and comparison (ii), purpose (iii), result (iv), reason (v), manner (vi), time (vii), and place (viii) are distinguished.<sup>21</sup> With respect to relative clauses (III), which should, as explained above, be limited to adnominal relative clauses, i.e. adjective clauses, adnominal (i) and nominal (ii) relative clauses are, nevertheless, distinguished, with the clauses listed in the latter category being, at the same time, a subgroup of nominal clauses.<sup>22</sup> Such a treatment allows me to provide as complete a picture of these clauses as possible, but is difficult to accommodate on methodological grounds as it would result in counting instances of the subjunctive (or alternative structures) twice. For this reason, despite being a part of the discussion, nominal relative clauses are not included in the total count of each of the constructions, and are counted once in their respective nominal clauses subcategories.

Nominal clauses (II) are divided into four categories based on their syntactic functions, in line with the approach taken in Rissanen (1999: 282-284). Therefore, clauses functioning as subject (i), subject complement (ii), object (iii) and (iv) appositive clauses are distinguished, as this facilitates the juxtaposition of my data with the descriptions of the use of the subjunctive in the eMnE period (cf. Section 2.3). A completely different treatment of nominal clauses is suggested in Quirk *et al.* (1985: 1048-1049), where they are divided into: (a) "*that*-clauses, or subordinate declarative clauses", (b) "subordinate interrogative clauses", (c) "subordinate exclamative clauses", (d) "nominal relative clauses",<sup>23</sup> (e) "*to*-infinitive clauses", and (f) "*-ing* clauses".

21. There are no instances of other types of adverbial clauses in the analysed text, including concessive clauses where the subjunctive still fared well (cf. Section 2.3).

22. There are no instances of sentential relative clauses in the analysed translation.

23. Cf. the discussion above.

The types given in (e) and (f) are not investigated in the present research, since these are not contexts in which one could find the subjunctive.<sup>24</sup> This leaves one with four types of clauses (a), (b), (c) and (d) which will be distributed among the categories (i), (ii), (iii) and (iv). However, the clause types listed in Quirk *et al.* (1985: 1048-1049) will be referred to in the course of the discussion.

### 3.3.2.6 Classification of clauses according to form

Having extracted all of the clauses (241 in total, five of them non-dependent) in which the subjunctive could still be found in the eMnE period and classified them according to the division presented above, I proceeded to identify the different types of structures used in them, in each case providing the relevant information in an abbreviated form in brackets directly after the verb it concerns. The following labels are used for this purpose:

Table 3.2: Labels used for the eMnE data

Label	Meaning
S	(present) subjunctive
SW	<i>were</i> -subjunctive
I	indicative
M	modal periphrasis
A	ambiguous (between subjunctive and indicative or modal periphrasis)
W	<i>will</i> (ultimately grouped with ambiguous cases)
Imp	imperative, imperative expressed periphrastically with <i>let</i> <sup>25</sup>
Inf	infinitive <sup>26</sup>

24. They are not included in the analysis of nominal clauses, but some instances of infinitives, i.e. those employing the conjunction *for* to introduce the clause, are listed among adverbial clauses of purpose due to the presence of the trigger.

25. The inclusion of imperative structures is motivated by the presence of conjunctions introducing certain clause types conducive to the use of the subjunctive and the structure of the relevant clauses. In other words, they are only included in the study when they appear in the contexts where they are in competition with the subjunctive.

26. Infinitives, as explained in the two preceding footnotes, are analysed only in those instances where they follow one of the subjunctival triggers. Otherwise, they are not included since the search was not based on semantics. Thus, their inclusion was limited to the enumerated types of clauses and, in the case of adverbial clauses, only those following a number of triggers, which constitute a finite set of contexts in which the subjunctive could be employed. In other words, I did not analyse the structures which do not invite the use of the subjunctive.

To illustrate the convention, below (20) I provide a sentence taken from the analysed text.

(20) IF **a ship departe** (S14) fro any place laden or not, (and) **aryueth** (I2) at another place the maryners ought not to go out w(ith)out leue of the mayster / for yf **the shyp shuld perysshe** (M2) or **hurt** (M3) by any aue(n)ture / they be holden to make amendes But yf **the shyp were** (SW2) i(n) a place where it were ankered with two or thre cables they may well go out without the maysters leaue / leuyng some of the mary=ners to kepe the shyppe and goodes / and they to come betyme to the shyppe and yf **they tary** (A4) longe they oughte to make amendes yf **they haue** (A5) wherwith [5]

In the sentence given above, clauses of condition are under analysis and as many as seven verb phrases are set in bold to indicate that they are of interest in this particular case. The triggers, on the other hand, are underlined to facilitate this analysis, and this is the practice adopted throughout the book. After each emboldened verbal phrase the information concerning its grammatical form is given in brackets, e.g. (S14). Numerals following the label are employed consecutively, independently for each structure, throughout Appendix I, where all the linguistic data are presented, providing, at any given point, information concerning the total number of instances of the subjunctive, modal periphrasis, indicative, etc., examined so far.

The occurrences of each type of clause are presented in separate sections in Appendix I, whilst the numeral and percentage data for them are analysed and discussed in the relevant sections of Chapter 4, dealing with the analysis of the eMnE data. These are juxtaposed with the available descriptions of the use of the subjunctive in the different clause types as presented in the literature and the findings of the corpus studies on the eMnE data mentioned in Section 2.3. A collective analysis of the data concerning all dependent clauses is only presented in Section 4.3.5.

It is important to repeat at this point that each instance of each structure is counted, regardless of the coordination following a single trigger (cf. 20 above). Such a decision was taken with the data of the type presented in (20) in mind, where, despite the coordination, different moods are employed: in this case, first the subjunctive (S14) and then the indicative (I2). Such instances are not infrequent, even though they seem peculiar from the PdE perspective. Structures of this type are mentioned by Fischer (1992: 350) for the ME period, who provides the following example (cf. 21). Note the reversed (with respect to (20)) use of the moods in this instance:

(21) eke if he *apparailleth* (ind.) his mete moore deliciously than nede is, or *ete* (subj.) it to hastily by likerousnesse<sup>27</sup>

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27. The original italicisation and system of mood identification are preserved. Additionally, the relevant forms are set in bold.

The same phenomenon is reported in Visser (1966 [1972]: 793), who informs the reader that “[t]here are examples of this usage in Old, Middle and early Modern English”. He provides a variety of quotations for each of the periods. On this basis, it was concluded that it would be pointless to discard a large portion of the data due to the presence of coordination if the choice of mood was not obvious in this context.<sup>28</sup>

### 3.3.2.7 The eMnE data vs. their MF and AN source(s)

The next step in the course of the data collection and analysis consisted in providing the corresponding MF and AN verses (to be found in Appendix I) for all of the analysed clauses, be they dependent or non-dependent. The texts in question were the *Laws of Oléron* as contained in the MF *Le routier de la mer iusques au fleuve de Jourdain* (1502), referred to as MF, the AN *Liber Horn* (early 14th century; henceforth AN-LH), and the *Liber Memorandum* (early 14th century; henceforth AN-LM). As explained in Chapter 1, there is no direct line of descent between the oldest extant AN texts and the MF version of the document used in this study. The AN documents serve, however, as a measuring rod against which it is possible to compare the convergences between the MF and eMnE texts. The transcription of the text from the images of these documents was performed by me.

The relevant verb phrases in these clauses were set in bold, in a manner reminiscent of the procedure adopted for the eMnE translation, and some grammatical information concerning the form of a given verb was enclosed in brackets following them. In contrast to the description given for the eMnE verb phrases, in the case of MF and AN data I provide information about the mood, tense, person and number of the verb employed, as this might not be straightforward. In (22) below, I repeat an instance of an eMnE clause (given above in (20)), supplemented with the French texts.

(22) **IF a ship departe** (S14) fro any place laden or not, (and) **aryueth** (I2) at another place the maryners ought not to go out w(ith)out leue of the mayster / for **yf the shyp shuld perysshe** (M2) or **hurt** (M3) by any aue(n)ture / they be holden to make amendes But **yf the shyp were** (SW2) i(n) a place where it were ankered with two or thre cables they may well go out without the maysters leue / leuyng some of the mary=ners to kepe the shyppe and goodes / and they to come betyme to the shyppe and **yf they tary** (A4) longe they oughte to make amendes **yf they haue** (A5) wherwith [5]

MF: Item **vne nef se part** (LXVII: 3rd sg. Ind.Pr.) daucune part chargee ou vuide et **est arriuee** (LXVIII: 3rd sg. Ind.PasséComp.) en aucu(n)e part les mariniers ne doiuent yssir sans le congie du maistre / car **se la nef perdoit** (LXIX: 3rd sg.

28. As mentioned above, this is not the practice generally adopted in subjunctive studies. It should not, however, distort comparisons between extensive corpus studies and my analysis. The only grounds on which the decision to discard such data is based in other studies, as stated in Serpollet (2001: 536), is that multiple *that*-clauses, and coordinated structures, for that matter, cannot be searched and counted automatically. The data analysed here, in contrast, have been gathered manually.

Ind.Imp.) **ou empiroit** (LXX: 3rd sg. Ind.Imp.) par aucu(n)e adue(n)ture ilz sont tenus a ame(n)der Mais **se la nef estoit** (LXXI: 3rd sg. Ind.Imp.) en lieu ou elle estoit ancree de deux amarees ou d(e) trois ilz peue(n)t bie(n) yssir sans le co(n)gie du maistre laissant vne p(ar)tie desditz mariniers a garder la nef (et) les de(n)rees a eulx reuenir par temps en leur nef (et) **se ilz estoie(n)t** (LXXII: 3rd pl. Ind.Imp.) en demeure ilz les doie(n)t ame(n)der **silz ont** (LXXIII: 3rd pl. Ind. Pr.) parquoy.

AN-LH: \ct// **Vne Nef se p(ar)t** (I: 3rd sg. Ind.Pr.) de acun port / charge ou voyde (et) **aryue** (A: 3rd sg. Ind.Pr./Subj.Pr.) en alcun port †./† les Mariners ne deüent pas issir hors saunz conge de Mestre. kar **si la Nef senp(ar)doit** (I: 3rd sg. Ind.Imp.) p(ar) acun auenture / a dunc il serrount tenuz a amender \sils ont \de/ qei Mais **si la nef estoit** (I: 3rd sg. Ind.Imp.) en lieu ou ele se fut amarree de q(ua)tre amarrees il †p\*ont† bien issir hors// (et) reuenir p(ar) temps a lour Nef.

AN-LM: \ // // **Vne nief se part** (I: 3rd sg. Ind.Pr.) dascun port charge ou voides (et) **ariue** (A: 3rd sg. Ind.Pr./Subj.Pr.) en ascun port. Les Mariners ne deüent pas issir sauntz tounge de mestre qar **si la nief senp(ar)doit** (I: 3rd sg. Ind.Imp.) par ascune auenture; a donq(ue) ils s(er)rout tenuz a amender (et) reuenir p(ar) temps. a lo(ur) niefs.

The first passage in (22) is the eMnE fragment. It is followed by the MF text, and then by the two AN versions. The AN extracts are given in a smaller font as they serve an auxiliary function in this study. Similarly to the practice adopted for the eMnE translation, the MF forms are also numbered, but for this purpose Roman, not Arabic, numerals are employed. The relevant fragments of the AN documents are not numbered as they are not directly related to the MF text and did not constitute the basis for the eMnE translation.

The grammatical information provided after the MF and AN phrases should be decoded in the following manner: the first element is the information about the type of structure used – be it subjunctive, indicative or any other form. For instance, the phrase *vne nef se part* (LXVII: 3rd sg. Ind.Pr.) is in the indicative ('I'). Then, the number indicating which time a given structure is used is provided. In the case of the *vne nef se part* phrase, it is the seventeenth time the indicative is employed. Subsequently, the information about the person, number and tense of the verb phrase is given. The relevant phrase is used in the 3rd person singular indicative of the present tense (le présent de l'indicatif).

All of the structures distinguished in this study are listed below in Table 3.3. Table 3.4, on the other hand, gives the full names of those tenses provided in an abbreviated form in brackets next to the MF or AN data.

Table 3.3: Labels used for the MF and AN data – types of structures

Label	Type of structure
S	subjunctive
I	indicative
C	conditional
A	ambiguous
Imp	imperative
Inf	infinitive
Inf. with <i>pouvoir</i>	infinitive used with the verb <i>pouvoir</i> ‘be able to, can’
Inf. with <i>vouloir</i>	infinitive used with the verb <i>vouloir</i> ‘want, desire’
Inf. with <i>devoir</i>	infinitive used with the verb <i>devoir</i> ‘shall, should, have to, must’

Table 3.4: Labels used for the MF and AN data – tenses

Label	Tense
Ind.Pr.	le présent de l’indicatif ‘present indicative’
Ind.PasséComp.	le passé composé de l’indicatif <sup>29</sup> ‘compound past indicative’
Ind.Imp.	l’imparfait de l’indicatif ‘imperfect (past) indicative’
Ind.PasséSimp.	le passé simple de l’indicatif ‘past simple indicative’
Ind.Passé.Ant.	le passé antérieur de l’indicatif <sup>30</sup> ‘past anterior indicative’
Ind.Plus-que-Parf.	le plus-que-parfait de l’indicatif <sup>31</sup> ‘pluperfect indicative’
Ind.Fut.Simp.	le futur simple de l’indicatif ‘future simple indicative’
Ind.Fut.Ant.	le futur antérieur de l’indicatif <sup>32</sup> ‘future anterior indicative’
Subj.Pr.	le présent du subjonctif ‘present subjunctive’
Subj.Imp.	l’imparfait du subjonctif ‘imperfect (past) subjunctive’
Subj.Plus-que-Parf.	le plus-que-parfait du subjonctif <sup>33</sup> ‘pluperfect subjunctive’
Cond.Pr.	le présent du conditionnel ‘present conditional’
Cond.Passé	le passé du conditionnel <sup>34</sup> ‘past conditional’

The sources consulted for the purposes of indicating what form a given phrase represents and assigning them the appropriate labels were the *Dictionnaire du Moyen Français*, the *Anglo-Norman Dictionary*, and Lanly (1977), where the attested forms of the given verbs are provided. Theoretical information concerning the use of the subjunctive in the given clause types was, on the other hand, obtained from

29. All compound tenses in French employ the verbs *avoir* ‘have’ and *être* ‘be’ as auxiliaries. These are conjugated in synthetic tenses one step closer to the present and followed by the past participle of the given verb. In the case of *le passé composé de l’indicatif*, auxiliaries are conjugated in *le présent de l’indicatif*.

30. The auxiliaries *avoir* and *être* are conjugated in *le passé simple de l’indicatif*.

31. The auxiliaries *avoir* and *être* are conjugated in *l’imparfait de l’indicatif*.

32. The auxiliaries *avoir* and *être* are conjugated in *le futur simple de l’indicatif*.

33. The auxiliaries *avoir* and *être* are conjugated in *l’imparfait du subjonctif*.

34. The auxiliaries *avoir* and *être* are conjugated in *le présent du conditionnel*.

Jensen (1974).<sup>35</sup> For those contexts where the form is ambiguous but the subjunctive, according to Jensen (1974), was not in use, grammatical information concerning the indicative form is only provided and followed up with the ‘[- subj.]’ label. This situation occurs only in the case of non-dependent clauses, since in the remaining types of clauses the subjunctive was at least a minority option.

Below I provide the verbs *avoir* ‘have’ and *être* ‘to be’ conjugated in the synthetic tenses (le présent de l’indicatif, l’imparfait de l’indicatif, le passé simple de l’indicatif, le futur simple de l’indicatif, le présent du subjonctif, l’imparfait du subjonctif, le présent du conditionnel) in OF, as the ancestor of both MF and AN, and in Present-day French (PdF). The mode of creation of analytic tenses is described in the footnotes to Table 3.4 above.

Table 3.5: Forms of the verb *avoir* ‘have’ (after Lanly 1977: 39, 46-47 and 141-144)

	le présent de l’indicatif		l’imparfait de l’indicatif	
	OF	PdF	OF	PdF
1	ai	ai	aveie, avoie, avois	avais
2	as	as	aveies, avoies, avois	avais
3	a, at, ad	a	aveit, avoit, avait	avait
4	avons	avons	aviens, aviens, avions, avium	avons
5	avez	avez	aviiez, aviez	aviez
6	ont	ont	aveient, avoient, avaient	avaient
	le passé simple de l’indicatif		le futur simple de l’indicatif	
	OF	PdF	OF	PdF
1	oï	eus	aurai, avrai	aurai
2	oüs, eüs	eus	auras, avras	auras
3	out, ot <sup>36</sup>	eut	aura, avra, ara	aura
4	oümes, eüsmes	eümes	aurons, avrons, avrums	aurons
5	oüstes, eüstes,	eütes	avreiz, avrez, aurez	aurez
6	ourent, oürent, orent, eurent	eurent	auront, avront	auront
	le présent du subjonctif		l’imparfait du subjonctif	
	OF	PdF	OF	PdF
1	aie	aie	oüsse, eüsse	eusse
2	aies, ayes	aies	[oüsses, eüsses] <sup>37</sup>	eusses
3	ait, aye	ait	oüst, eüst	eût
4	aiiens, aiens, aions, ayons	ayons	oüssons, oüssum, eüssions	eussions
5	aiiez, aiez, ayez	ayez	oüsseiz, eüssiez	eussiez
6	aient, ayent	aient	oüssent, eüssent	eussent

35. This is not to say that no other works on the history of the French language were consulted. These were: (i) specifically for Anglo-Norman: Menger (1904), Pope (1934), and Short (2013); (ii) in general: Nyrop (1903), Pope (1934), Brunot (1966), Einhorn (1974), Clerico (1999), and Lusignan (1999).

36. *Le Dictionnaire du Moyen Français (1330-1500)* also lists forms with an <s> preceding the <t>.

37. The square brackets used here and in Table 3.6 below indicate that the forms are not given after Lanly (1977) but have been proposed by me on the basis of the forms available for other persons and general conjugation patterns.

le présent du conditionnel		
	OF	PdF
1	aureie, avreie, auroie, avroie, aurois, avrois	aurais
2	[auroi(e)s, avroi(e)s]	aurais
3	aureit, avreit, auroit, avroit, aroit	aurait
4	auriens, avriens, aurions, avrions, avriumes	aurions
5	[auriez, avriez]	auriez
6	[aurieient, avrieient, auroient, avroient]	auraient

Table 3.6: Forms of the verb être 'be' (after Lanly 1977: 43 and 185-188)

le présent de l'indicatif		l'imparfait de l'indicatif		
	OF	PdF	OF	PdF
1	sui, soi, suis	suis	esteie, estoie, estois	étais
2	ies, es	es	[estoi(e)s]	étais
3	est	est	estei(e)t, estoit	était
4	somes, sommes	sommes	estions (DMF) <sup>38</sup>	étions
5	estes	êtes	estiez	étiez
6	sont	sont	estoient (DMF)	étaient
le passé simple de l'indicatif		le futur simple de l'indicatif		
	OF	PdF	OF	PdF
1	fui	fus	serai	serai
2	fūs	fūs	seras	seras
3	fūt	fūt	sera	sera
4	fumes	fûmes	serons	serons
5	fustes	fûtes	sereiz, seroiz, serez, esterez	serez
6	furent	furent	seront	seront
le présent du subjonctif		l'imparfait du subjonctif		
	OF	PdF	OF	PdF
1	seie, soie	sois	fusse	fusse
2	seies, soies	sois	[fusses]	fusses
3	seit, soit	soit	fust	fût
4	seiiens, soiions, seiuns	soyons	[fussions]	fussions
5	seieiez, soieiez, seiez, soiez	soyez	fussiez	fussiez
6	seient, soient	soient	fussent	fussent
le présent du conditionnel				
	OF	PdF		
1	sereie, seroie, serois	serais		
2	[seroi(e)s]	serais		
3	seroit (DMF)	serait		
4	seriiens, serions	serions		
5	serieiez, seriez	seriez		
6	sereient, seroient	seraient		

38. The form was supplied from *Le Dictionnaire du Moyen Français (1330-1500)* (DMF).

It should also be noted that in the case of verbs ending in *-er* (1st conjugation group) and *-ir* (from the 3rd group), the indicative and subjunctive present forms for the 1st-3rd person singular and the 3rd person plural are indistinguishable between the two moods (cf. Table 3.7 below). For the 3rd person plural, it also holds true for the vast majority of other verbs, as the subjunctive forms are created on the basis of the 3rd person plural indicative present form.

Table 3.7: Forms of the verb *chanter* ‘sing’

	le présent de l’indicatif		le présent du subjunctif	
	OF	PdF	OF	PdF
1	chant, chante	chante	chant	chante
2	chantes	chantes	chanz	chantes
3	chante	chante	chant	chante
4	chantons	chantons	chantons, chantions	chantions
5	chantez	chantez	chantez, chantions	chantiez
6	chantent	chantent	chantent	chantent

Where a clause is altogether missing in a given French text, the relevant information is provided instead of the expected text extract, i.e. “no corresponding text”. However, if it is the case that only a fragment is missing, or there is no verb corresponding to the eMnE verb due to, for instance, different phrasing, the clause is presented but no label or grammatical information can be provided. At this point, I would also like to stress that the eMnE and MF documents are much closer, whereas the divergences between them, or either of them and the AN texts can be considerable, especially given that the texts converge for only the first 23 articles. Article 24 is different in the AN texts, and Articles 25 and 26 are altogether absent from the latter, as they are a later addition (cf. Chapter 1).

### 3.4 The structure of the study

The data which I described above are examined in this study in the following manner. In Chapter 4, I concentrate on the eMnE data with a view to establishing the extent of the use of the subjunctive as seen against the backdrop of its expected use in the relevant period (cf. Chapter 2). Apart from relating the data to the theoretical descriptions of the development of the use of the subjunctive in the history of English, I also refer to empirical studies conducted predominantly on data from various corpora. The analysis is provided independently for the different clause types, i.e. non-

dependent (Section 4.2), adverbial (Section 4.3.1), comparative (Section 4.3.2), relative (Section 4.3.3) and nominal clauses (Section 4.3.4), and then, within each of these sections, for the relevant subtypes of these clauses, e.g. clauses of place, conditional clauses, etc. The linguistic data themselves, as already stated above, are to be found in Appendix I only.

The same data are treated from a variety of other angles in Chapter 5 in order to align them as closely as possible to other empirical studies on diverse issues related to the use of the subjunctive. Therefore, analyses of the use of the subjunctive as opposed to other moods in the following contexts were conducted: (i) after various conjunctions (Section 5.2), (ii) mandative use (Section 5.3), (iii) with different verbs (Section 5.4), (iv) in passive vs. active voice (Section 5.5), (v) in negation (Section 5.7). Additionally, a brief account of modal verbs used in the contexts where they compete with the subjunctive is provided in Section 5.6.

Finally, in Chapter 6, in an order mirroring the discussion provided in Chapter 4, the eMnE, MF and AN data are analysed. In contrast to Chapter 4, however, the focus of this chapter is on the subjunctive in the French texts and the brief accounts on the use of the subjunctive in the respective types of clauses in French are based on Jensen (1974). Within each section, the eMnE and French data are then analysed from the perspective of convergence between the texts. The results obtained for all of the dependent clauses are later presented in Section 6.3.5, whereas the non-dependent clauses are omitted from this discussion, as they have already been dealt with in Section 6.2. Finally, in Section 6.4 all of the data are subjected to statistical analysis tests to verify whether the instances of divergence as regards the selection of moods between the texts are statistically significant.

### 3.5 Conclusion

The aim of this chapter was to provide detailed information concerning the methodological approach adopted in this study, and to explain and justify some of the decisions which had to be taken.

The exact criteria for considering a given verbal form subjunctive were discussed in Section 3.2. They were also juxtaposed with the criteria adopted for PdE studies, and the differences between the two systems were analysed. Importantly, due to the ambiguity of some of the data, a number of decisions had to be taken in order to ascertain that the analysis was based only on the data which did not give rise to any doubts as to their classification. It naturally meant that some of the data had to be excluded, but it made the majority of the results of the research unequivocal.

In the cases where after the exclusion of formally ambiguous clauses there were not enough data to reach indisputable conclusions, the findings are still tentative. It needs to be emphasised, however, that they would be equally tentative if the ambiguous data had been included. Thus, on the whole, the research is not negatively impacted by the adopted procedure.

Section 3.3, in turn, gave an account of the creation of the database and the manner in which the data were analysed in this research. It discussed the division of the clauses into various categories and the labels employed in the study during the analysis of both English and French data. Finally, in Section 3.4, the structure of the empirical part of this work was outlined.

## CHAPTER 4

# The use of the subjunctive in the Early Modern English translation of the *Laws of Oléron*

## 4.1 Introduction

The eMnE translation of the *Laws of Oléron* being examined here consists of 3,597 words distributed over 22 pages and the subjunctive can be found throughout the text. The investigation into its use presented in this chapter centres around clauses. Taking as a point of departure the division into clause types presented in Chapter 2, the data are classified into the same clause types and discussed in the relevant sections. To begin with, non-dependent clauses are presented (Section 4.2). In contrast to the discussion concerning dependent clauses (Section 4.3), only clauses containing the subjunctive are presented therein.<sup>1</sup> When it comes to the discussion concerning dependent clauses, numerous subsections are introduced, each devoted to a different clause type. The analysis encompasses all relevant clauses of each type, regardless of whether the subjunctive is actually used in them. First, adverbial clauses are examined (Section 4.3.1), among them clauses of: condition (Section 4.3.1.1), similarity and comparison (Section 4.3.1.2), purpose (Section 4.3.1.3), result (Section 4.3.1.4), reason (Section 4.3.1.5), manner (Section 4.3.1.6), time (Section 4.3.1.7), and place (Section 4.3.1.8). Then comparative clauses are presented (Section 4.3.2), followed by relative clauses (4.3.3), both adnominal (Section 4.3.3.1) and nominal (Section 4.3.3.2). Section 4.3.4 is devoted to nominal clauses, functioning as subjects (Section 4.3.4.1), subject complement (Section 4.3.4.2), object (Section 4.3.4.3) and in apposition (Section 4.3.4.4). A summary of the findings concerning dependent clauses is provided in Section 4.3.5, and a conclusion follows in Section 4.4.

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1. See Section 3.3.1 for a discussion of this.

## 4.2 The subjunctive in non-dependent clauses

The expected contexts for the use of the subjunctive in non-dependent clauses have already been discussed in Section 2.3.1.2 (clauses Ia-c). These are optative (Ib) and hortative (Ia) expressions, as well as questions introduced by *whether* (Ic). As noted therein, the replacement of subjunctive forms with periphrases proceeded more rapidly in hortative contexts (with *let*) than in optative ones (with *may*) (Rissanen 1999: 299), but the subjunctive could still, on a limited scale, occur in both clause types in the eMnE period. As regards its use in questions, it was on the wane and, as stated in Rissanen (1999: 275), it disappeared completely over the course of eMnE.<sup>2</sup>

Therefore, the finding that the use of the subjunctive in non-dependent clauses in the analysed text is noticeably infrequent does not come as a surprise. In fact, it can only be positively identified in three clauses distributed between two articles of the analysed translation (cf. 1-2 in Appendix I). A common feature of these sentences is their reference to hypothetical situations, which is precisely what makes them conducive to the use of the subjunctive. Interestingly, however, neither of the sentences could be labelled as hortative or optative. Nor have any instances of non-dependent interrogative clauses introduced by *whether* been found.

The rather complex situation in (1) in Appendix I merits some explanation. The sentence only makes use of coordination, but, nevertheless, two different moods are attested there: the subjunctive and the indicative. Whereas two verb phrases (*freyght* and *be charged*) are clearly given in the subjunctive, *cometh* is undoubtedly an indicative form, and *ben* needs to be identified as ambiguous in the light of the formal basis for the identification of the subjunctive (cf. Section 3.2). That two different moods are employed in a coordinated structure should not be considered an extraordinary feature of the translation since, as noted in Fischer (1992: 350), such uses were noted already in the ME period (cf. Sections 3.3.1 and 3.3.2.6).

One further feature of (1) and (2) which might have also influenced the choice of the subjunctive is the use of indefinite determiners in front of the nouns, which was the context where the subjunctive was still attested in the lMnE period (Denison 1998: 162). However, as evident on the basis of the remaining verb phrases in (1), this was not always the case.

As explained in Section 3.3.1, my analysis of the use of the subjunctive in non-dependent clauses is limited to those instances where it can be identified. An alternative treatment would necessitate using semantics as an indicator of all the subjunctive-conducive contexts. However, such practice would go contrary to the methodology set

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2. Interestingly, Moessner (2020: 53) notes an increase in the use of the subjunctive in such clauses over the course of the eMnE period (from 14.49% [1500-1570] to 18.57% [1640-1710]). However, as the author admits, the majority of occurrences of the subjunctive are attested in promulgation formulae (Moessner 2020: 54). Therefore, I do not consider this finding to be conclusive.

out at the beginning of the research and would be far more vulnerable to subjectivity. Thus, even ambiguous forms given in hypothetical environments (cf. 3-4 in Appendix I) for which the subjunctive interpretation is likely are not analysed here.

## 4.3 The subjunctive in dependent clauses

As is evident from the information presented in Chapter 2, and in particular in Section 2.3, the use of the subjunctive was far more common in subordinate clauses than in non-dependent clauses throughout the history of the English language, thus also in the eMnE period. In the following discussion the analysis of the data is dispersed between the different sections, each of which is devoted to a different type of dependent clause found in the examined translation. The four major categories are adverbial (Section 4.3.1), comparative (Section 4.3.2), relative (Section 4.3.3) and nominal clauses (Section 4.3.4).

In contrast to Section 4.2, the data gathered for the different types of dependent clauses are presented in a greater methodological order, in that I provide all of the potential contexts for the use of the subjunctive in dependent clauses.<sup>3</sup> In the case of adverbial (Section 4.3.1) and comparative clauses (Section 4.3.2), this means taking into consideration all of those sentences where usual subjunctive triggers, i.e. conjunctions, are present. The only contexts to be excluded are those where a trigger is only followed by a noun phrase. With respect to nominal and relative clauses (4.3.4 and 4.3.3 respectively), all of their instances are listed, based simply on their syntactic properties, with the exclusion of non-finite clauses.

### 4.3.1 Adverbial clauses

#### 4.3.1.1 Clauses of condition

In clauses of condition, the fulfilment of the requirement expressed in the subordinate or conditional clause (protasis) is the condition on which the realisation of the action in the main or matrix clause (apodosis) depends. The conjunctions that could introduce

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3. In the case of non-dependent clauses, the process of including in an analysis all viable contexts in which the subjunctive could possibly occur, even if it did not, would necessitate employing semantic criteria for the identification of such. As has been stated repeatedly above, I abstain from identifying the subjunctive on semantic grounds as this approach would be inherently subjective, especially with an earlier period of language history in mind.

such clauses in the eMnE were *if*, *an if*, *nif*, *but if* ‘unless’, *without* ‘unless’ (Rissanen 1999: 302) and *except* ‘unless’ (Barber 1976 [1997]: 173), as well as *so* (*that*) ‘if only’ and *if case* (Rissanen 1999: 309). As mentioned in Section 2.3.1.2 the use of the subjunctive in this type of clause was still frequent in the eMnE times.

Generally speaking, conditional clauses are particularly ubiquitous in the analysed translation, even though only three of the conjunctions listed above are used to introduce conditional clauses, i.e. *but if*, *if* and *without*. This is an obvious outcome of the structure of the original text, where alternative realisations of some phenomena/actions are considered and standards of behaviour are prescribed for each of these examined situations (cf. Chapter 1). In total, there are as many as 86 conditional clauses (including numerous cases of coordination) in the 1536 edition of the *Laws of Oléron*. All of these are presented in (5)-(40) in Appendix I, with those given in (5)-(37) introduced by *if*, clauses (38)-(39) introduced by *without*<sup>4</sup> and clause (40) representing a content clause “functioning as exhaustive conditional adjunct” (Huddleston and Pullum 2002: 1001).

In total, 51 (59.30%) of the clauses make use of the subjunctive, with 49 (56.98%) opting for the present subjunctive (‘S’), and two (2.33%) resorting to the *were*-subjunctive (‘SW’). These can be juxtaposed with seven instances (8.14%) of unambiguous indicative (‘I’) use. Both subjunctive and unambiguous indicative forms represent 3rd person singular use, and the 3rd person plural verbs are classified as ambiguous (‘A’). This last category also encompasses ten uses of *will* (11.63%; ‘W’). In sum, there are 24 ambiguous clauses (27.91%); however, once *will*-clauses are removed all the remaining 14 clauses make up 16.28% of all the data analysed in this section. One more structure attested in conditional clauses is modal periphrasis (‘M’) which is employed in 16.28% (14 instances) of all clauses if one includes the uses of *will* in this category, and only 4.65% (4 clauses) if the latter are considered ambiguous. The data are given below in Table 4.1.

Table 4.1: Verbal forms in conditional clauses

Type	Symbol	N° of occurrences	Percentage share (%)	
subjunctive	<b>all</b>	<b>(S+SW)</b>	<b>51</b>	<b>59.30%</b>
	present	(S)	49	56.98%
	<i>were</i>	(SW)	2	2.33%
indicative	(I)	7	<b>8.14%</b>	
modal periphrasis	<b>all</b>	<b>(M+W)</b>	<b>14</b>	<b>16.28%</b>
	other than <i>will</i>	<b>(M)</b>	<b>4</b>	<b>4.65%</b>
ambiguous	<b>all</b>	<b>(A)</b>	<b>24</b>	<b>27.91%</b>
	<i>will</i>	(W)	10	11.63%
	other than <i>will</i>	(A-W)	14	16.28%
<b>SUM</b>		<b>86</b>	<b>100.00%</b>	

4. Visser (1966 [1972]: 895) refers to these clauses as “clauses of exception”.

Taking into account the omnipresent ambiguity pertaining to the 3rd person plural forms, I will now restrict the data to the 3rd person singular only, which should hopefully allow me to present a less vague picture. The percentage share of the subjunctive increases in this approach to over 77%, with the number of such clauses remaining the same (i.e. 51). The number of indicative clauses also stays the same (10.61%), but modal periphrasis clauses are reduced to three occurrences (4.55%), unless the uses of *will* are added to the count, in which case it then becomes eight (12.12%). Uses of *will* (5), when considered on their own, make up 7.58% of all clauses. The data are given once again in Table 4.2.

Table 4.2: Verbal forms in conditional clauses, limited to 3rd person singular forms<sup>5</sup>

Type		Symbol	N° of occurrences	Percentage share (%)
subjunctive	<b>all</b>	<b>(S+SW)</b>	<b>51</b>	<b>77.27%</b>
	present	(S)	49	74.24%
	<i>were</i>	(SW)	2	3.03%
indicative		(I)	7	<b>10.61%</b>
modal periphrasis	<b>all</b>	<b>(M+W)</b>	<b>8</b>	<b>12.12%</b>
	other than <i>will</i>	<b>(M)</b>	<b>3</b>	<b>4.55%</b>
ambiguous	<b>all</b>	<b>(A)</b>	<b>5</b>	<b>7.58%</b>
	<i>will</i>	(W)	5	7.58%
	other than <i>will</i>	(A-W)	0	0.00%
<b>SUM</b>			<b>66</b>	<b>100.00%</b>

The findings for clauses of condition in this particular eMnE text neatly correspond to the data gathered by Dons (2004) for adverbial clauses introduced by *if* in the same period (i.e. 1500-1570), when one considers both the plural and singular uses. Dons (2004: 231) reports the use of the subjunctive at the level of 61% (vs. 59.30% in this text, or 56.98% if one takes into account only the present subjunctive) as opposed to 6% of the indicative (vs. 8.14% in this text) and 33% of modal periphrasis instances (vs. 16.28% in this text when combined with occurrences of *will*). Dons's analysis (2004) is based, however, on 382 instances of clauses with *if* followed by verbs in singular forms, rather than 86, as is the case here, followed by plural and singular verb phrases. Therefore, Dons's data should rather be juxtaposed with the data from Table 4.2 (limited to 3rd person singular uses), even though it does not provide a clear correspondence in terms of methodology,<sup>6</sup> and in this comparison the translation of the *Laws of Oléron* would seem to resort to the subjunctive much more frequently (in over 77% of cases) than the texts in the *Helsinki Corpus*.

5. The following (plural) clauses were excluded from the analysis: M4, A2, A4, A5, A8, A9, A10, A11, A12, A13, A15 (W5), A17 (W7), A18 (W8), A19, A20, A21 (W9), A22 (W10), A23, A24 and A25.

6. As explained in Chapter 3, my data consist of 2nd and 3rd person verb phrases. There are, however, only four 2nd person forms (three plural, one singular), all representing object clauses. In other words, in this particular case one may speak only of 3rd person forms, whereas those in Dons (2004: 229) include 2nd and 3rd person singular forms for lexical verbs and all singular forms for the verb *to be*.

The findings presented in Moessner (2006: 254) seem to be very similar to the above data. In Moessner's (2006: 254) data, 85.82% of *if*-clauses present in the relevant part of the *Helsinki Corpus* (i.e. in the 1500-1570 period) use the subjunctive, and the analysis presented there is limited to 3rd person singular verbs and 2nd person singular verbs following *thou* as a subject.<sup>7</sup> In Moessner's (2020: 196) study, the percentage share of the subjunctive among clauses of condition amounts to 64.23%, but it is a mean for the whole eMnE period, and not for its first part (1500-1570). Thus, it would seem that the general widespread use of the subjunctive noted across various literary genres present in the *Helsinki Corpus* can also be observed in the text analysed here.

On the other hand, the number of *were*-subjunctive instances is very limited, with only two such cases noted. Interestingly, though, not a single instance of *was* following *if* was found. These findings might not, strictly speaking, corroborate Auer's (2009: 77) data (70.3% of *were* in adverbial clauses for the years 1650-1699), but do not contradict them either. There are simply not enough occurrences of such structures to reach any conclusions, especially that the data are, in fact, not comparable due to the time gap between the analysed texts.

#### 4.3.1.2 Clauses of similarity and comparison

Clauses of similarity and comparison are understood here in line with the treatment accorded them in Quirk *et al.* (1985: 1110-1111), namely, as a predication adjunct, and are therefore a subtype of adverbial clauses. The same classification is also followed in Rissanen (1999: 315), which makes this treatment particularly appealing, as it simplifies the comparison. The most common subordinator introducing clauses of similarity in eMnE was (and still is, nowadays) *as*, which could be strengthened by *such* or *right* (Rissanen 1999: 315). Alternatively, *like* could be employed (Rissanen 1999: 316), which is still the case today, albeit with informal undertones (Quirk *et al.* 1985: 1110). The subordinator *like* is also used in clauses of comparison whose most characteristic use is, however, that with *as if* and *as though* as conjunctive links (Quirk *et al.* 1985: 1110; Rissanen 1999: 317). The natural context for subjunctive use in these two types of clauses would be in clauses of comparison, where *as if* and *as though* are employed to introduce some hypothetical situation (Quirk *et al.* 1985: 1110; Rissanen 1999: 317). Both types of clauses are conflated in Rissanen (1999: 315-317), even though Quirk *et al.* (1985: 1110) keep them clearly apart.

Instances of clauses of similarity found in the analysed translation are listed in (41)-(45) in Appendix I; not one of them, however, makes use of the subjunctive. With respect to clauses of comparison, see sentences (46)-(49) in Appendix I. It is worth noting that all of them represent the most typical context for the use of the subjunctive use, i.e. they are introduced by *as if*.

A word of comment is in order here. All of the past perfect forms used in (46), (47), and (49) are considered instances of the indicative, in line with the reasoning

7. Moessner (2006: 249) analysed conditional clauses introduced by *if* and *provided*.

outlined in Chapter 2: it is the form, not the meaning or context of use, that allows one to identify the subjunctive. Similarly, despite the present-tense reference and its past form, *were* in (48) needs to be interpreted as an ambiguous form due to the plurality of the word *tonnes*. All in all, therefore, there is not a single unambiguous instance of a subjunctive clause among the sentences listed here.

The percentage share of each type of structure in clauses of comparison and similarity is presented in Table 4.3. The subjunctive being unattested, it is the indicative that is employed most frequently, four times, and makes up 44.44% of all the analysed clauses, whereas modal periphrasis and ambiguous forms contribute further 22.22% (two occurrences) and 33.33% (three instances) respectively.

Table 4.3: Verbal forms in clauses of similarity and comparison

Type		Symbol	N° of occurrences	Percentage share (%)
subjunctive	<b>all</b>	(S+SW)	<b>0</b>	<b>0.00%</b>
	present	(S)	0	0.00%
	<i>were</i>	(SW)	0	0.00%
indicative		(I)	<b>4</b>	<b>44.44%</b>
modal periphrasis	<b>all</b>	(M+W)	2	22.22%
	other than <i>will</i>	(M)	<b>2</b>	<b>22.22%</b>
ambiguous	<b>all</b>	(A)	<b>3</b>	<b>33.33%</b>
	<i>will</i>	(W)	0	0.00%
	other than <i>will</i>	(A-W)	3	33.33%
<b>SUM</b>			<b>9</b>	<b>100.00%</b>

The situation changes considerably when the analysis is limited to the 3rd person singular contexts, as the percentage share of the indicative rises to 66.67% with the only alternative being the use of modal periphrasis (twice) at the level 33.33% (cf. Table 4.4). However, one has to bear in mind that the total number of analysed clauses is six, which precludes drawing any far-reaching conclusions.

Table 4.4: Verbal forms in clauses of similarity and comparison, limited to 3rd person singular forms

Type		Symbol	N° of occurrences	Percentage share (%)
subjunctive	<b>all</b>	(S+SW)	<b>0</b>	<b>0.00%</b>
	present	(S)	0	0.00%
	<i>were</i>	(SW)	0	0.00%
indicative		(I)	<b>4</b>	<b>66.67%</b>
modal periphrasis	<b>all</b>	(M+W)	2	33.33%
	other than <i>will</i>	(M)	<b>2</b>	<b>33.33%</b>
ambiguous	<b>all</b>	(A)	<b>0</b>	<b>0.00%</b>
	<i>will</i>	(W)	0	0.00%
	other than <i>will</i>	(A-W)	0	0.00%
<b>SUM</b>			<b>6</b>	<b>100.00%</b>

The data from this section can only be juxtaposed with Moessner's (2020) study, and the general remark found in Rissanen (1999: 317) concerning the use of the subjunctive in clauses of this type in eMnE, namely, that its application was limited to hypothetical contexts and, as noted at the beginning of this section, predominantly to *as if* and *as though* uses. However, despite the presence of four such clauses, none of the verb phrases can be argued to represent the subjunctive according to the criteria for its identification adopted here. If one adopted Rissanen's (1999: 229) interpretation, all four of them could be counted as instances of the past or pluperfect subjunctive, respectively.

When it comes to Moessner's (2020: 196) findings, they are congruent with those obtained here, as the author found two instances (0.72%) of subjunctive use among the 277 eMnE clauses of comparison analysed in her work. Two things need to be emphasised here, however. Firstly, Moessner's (2020) study did not distinguish between clauses of comparison (cf. Section 4.3.1.2) and comparative clauses (cf. Section 4.3.2), treating them jointly, and not, as is the practice here, separately. Secondly, Moessner's data include also 2nd person singular clauses. No other studies dealing with the subjunctive in the eMnE period which I consulted (cf. Section 2.3.2) investigated clauses of comparison and similarity (cf. Section 2.3.1.2), thus providing no grounds for further comparison.

#### 4.3.1.3 Clauses of purpose

Clauses of purpose (or final clauses) express "a prospective event or state" (Mustanoja 1960 [2016]: 466), which makes it natural for them to employ subjunctive forms or modal periphrasis (Rissanen 1999: 304) if they are finite. They can be introduced by *that*, *so that*, *for that*, *for*, *lest*, etc. Only four such clauses are used in the translation of the *Laws of Oléron*, and one of them does indeed employ the subjunctive (53). The remaining sentences make use of non-finite forms, cf. (50)-(52). The only reason for including these non-finite clauses in the present study is their employment of the conjunction *for*, which, as mentioned above, could be used to introduce finite clauses. In other words, their inclusion in the analysis is due to the appearance of the trigger in these clauses. All of the cases where no such trigger was present were excluded from the research.

The percentage share of the subjunctive in clauses of purpose is thus 25%, with the remaining 75% making use of infinitives (cf. Table 4.5). Alternatively, one could opt to exclude infinitives from the investigation, in which case the single subjunctive clause exhausts the number of clauses of purpose.

Taking into account the very limited set of data, it is, in fact, impossible to juxtapose them with any of the findings for adverbial clauses discussed in Section 2.3.2. Interestingly, while it is absurd to ascribe any importance to the use of the subjunctive in the single occurrence of such a clause, excluding the infinitives, which in all studies and theoretical descriptions are kept separate, it is, after all, the subjunctive,

Table 4.5: Verbal forms in clauses of purpose

Type		Symbol	N° of occurrences	Percentage share (%)
subjunctive	<b>all</b>	(S+SW)	<b>1</b>	<b>25.00%</b>
	present	(S)	1	25.00%
	<i>were</i>	(SW)	0	0.00%
indicative		(I)	<b>0</b>	<b>0.00%</b>
modal periphrasis	<b>all</b>	(M+W)	0	0.00%
	other than <i>will</i>	(M)	<b>0</b>	<b>0.00%</b>
ambiguous	<b>all</b>	(A)	<b>0</b>	<b>0.00%</b>
	<i>will</i>	(W)	0	0.00%
	other than <i>will</i>	(A-W)	0	0.00%
infinitive		(Inf)	<b>3</b>	<b>75.00%</b>
<b>SUM</b>			<b>4</b>	<b>100.00%</b>

not the indicative, that the translator opted for. This would agree with Rissanen's (1999: 304) stance that the dominant structure in clauses of purpose in eMnE was the subjunctive or modal periphrasis.

I am not aware of any empirical study investigating the use of the subjunctive in clauses of purpose, but Moessner's (2020) work does provide information concerning subjunctive participation in the eMnE period in clauses of purpose and result jointly. Her study determined that 29.81% of such clauses in the *Helsinki Corpus* opted for the subjunctive (Moessner 2020: 196), and on the basis of Moessner's (2020: 197) comment one may *assume* that they were found in purpose, rather than result, clauses.

#### 4.3.1.4 Clauses of result

Clauses of result (or consecutive clauses) are more factual than clauses of purpose, in that they indicate an action which has already taken place (Rissanen 1999: 304) and present its results, which is why the subjunctive was always less frequent in them. However, as noted in Quirk *et al.* (1985: 1108), these two types of clauses are closely related and they "overlap [...] both in meaning and in subordinators". The typical conjunctions associated with this type of clause are *that* and *so that* (Rissanen 1999: 305).

In the text of the translation analysed here there are five such clauses, but none of them employs the subjunctive. This is not to say, however, that no ambiguity arises in any of them, as equivocality is precisely what is illustrated in (55) in Appendix I. There is also one sentence where modal periphrasis is employed (54). Yet the remaining instances of clauses of result make use of the indicative, cf. (56)-(58).

It goes without saying that the predominant mood in this context is the indicative (66.67%), corroborating the general remarks concerning such clauses in Rissanen (1999: 304). Modal periphrasis and ambiguous forms constitute 16.67% each, but it has to be emphasised that these percentage data are based on a total of only six clauses (cf. Table 4.6).

Table 4.6: Verbal forms in clauses of result

Type		Symbol	N° of occurrences	Percentage share (%)
subjunctive	<b>all</b>	(S+SW)	<b>0</b>	<b>0.00%</b>
	present	(S)	0	0.00%
	<i>were</i>	(SW)	0	0.00%
indicative		(I)	<b>4</b>	<b>66.67%</b>
modal periphrasis	<b>all</b>	(M+W)	1	16.67%
	other than <i>will</i>	(M)	<b>1</b>	<b>16.67%</b>
ambiguous	<b>all</b>	(A)	<b>1</b>	<b>16.67%</b>
	<i>will</i>	(W)	0	0.00%
	other than <i>will</i>	(A-W)	1	16.67%
<b>SUM</b>			<b>6</b>	<b>100.00%</b>

If the single ambiguous verb phrase is not taken into consideration, i.e. when the analysis is limited to the 3rd person singular, the percentage share of the indicative increases to 80%. The single instance of modal periphrasis then represents the remaining 20%.

Table 4.7: Verbal forms in clauses of result, limited to 3rd person singular forms

Type		Symbol	N° of occurrences	Percentage share (%)
subjunctive	<b>all</b>	(S+SW)	0	0.00%
	present	(S)	0	0.00%
	<i>were</i>	(SW)	0	0.00%
indicative		(I)	<b>4</b>	<b>80.00%</b>
modal periphrasis	<b>all</b>	(M+W)	1	20.00%
	other than <i>will</i>	(M)	<b>1</b>	<b>20.00%</b>
ambiguous	<b>all</b>	(A)	<b>0</b>	<b>0.00%</b>
	<i>will</i>	(W)	0	0.00%
	other than <i>will</i>	(A-W)	0	0.00%
<b>SUM</b>			<b>5</b>	<b>100.00%</b>

Not surprisingly, in light of the fact that, as mentioned in Section 2.3.1.2, clauses of result could hardly be regarded as a context for the use of the subjunctive, they are not discussed in any empirical studies on its use.

#### 4.3.1.5 Clauses of reason

Clauses of reason (or causal clauses), put most simply, indicate the reason, cause for something. Quirk *et al.* (1985: 1103-1104) distinguish several subtypes of such clauses, but no such division will be introduced here, as the data are far too scarce for any further subdivisions to be feasible. Typical eMnE conjunctions introducing this

type of clause are *for (that)*, *because (that)*, *forbecause*,<sup>8</sup> *as*, *for why*, *in that*, all used to provide new information, and *that*, *now (that)*, *since* and *sith*, employed in the context of the already given information (Rissanen 1999: 305).

In total, there are eleven such clauses and not one of them uses the subjunctive. They are listed in (59)-(67). In this context, I would also like to mention one more clause – clause (68) in Appendix I – which could potentially be a clause of reason, but formal grounds preclude such a classification. To start with, it lacks any introducing conjunction. As stated in Section 4.3,<sup>9</sup> such overt marking of a subordinate clause, which functions as a trigger, is one of the prerequisites for including it in the present analysis of adverbial and comparative clauses. The status of this particular clause is further undermined by the fact that it is a fragment of direct speech. It might just as well be that the two should simply be considered two non-dependent clauses, albeit not separated by any punctuation mark. If the statement is taken to reflect an actual spoken utterance, where it is common to juxtapose clauses because their logical connection is easily inferable, then the lack of any overt marking of subordination can be considered sufficient grounds for a non-dependent interpretation of the clause, even in the absence of any graphic means of keeping them separate.<sup>10</sup> This is especially important if one bears in mind that eMnE punctuation rules were not strictly formulated (Parkes 1992: 41-61), and, thus, cannot be expected to be uniformly observed. Therefore, the clause presented in (68), being a part of a reported utterance, is not included in my analysis.

Overall, there are no instances of the subjunctive in clauses of reason. The indicative, on the other hand is used in four cases (36.36%), with modal periphrasis (3) and ambiguous forms (4) constituting 27.27% and 36.36% of the analysed data, respectively.

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8. As explained in Fischer (1992: 346), the PdE subordinator *because* “came into use in the IME period and caught on very rapidly”. Its sources were phrases such as: *by (the) cause that*, *for the cause that*, “but already in Chaucer’s time *by-cause (that)* was the more usual form”. The process of the grammaticalisation/constructionalisation of the phrase is traced in great detail in Molencki (2012b: 139-202), who argues for its Anglo-Norman (as opposed to Continental French) roots, and demonstrates how parallel its development in English was to that in Anglo-Norman.

In its early usage, the *cause* in *because* was preceded by the definite article and followed by *that*, and in many instances all the elements were spelt separately (Molencki 2012b: 167-193), but “from the fifteenth century on, the majority of instances appear without *that*” (Rissanen 1999: 306). Molencki (2012b: 191) points to the middle of the 16th century as to date by which the process of grammaticalisation was completed.

9. See also Section 3.3 in Chapter 3.

10. For more on the topic of the direct vs. indirect speech, and the means of marking them, as well as some rudimentary information concerning eMnE punctuation practices, see Section 4.3.4.3.

Table 4.8: Verbal forms in clauses of reason

Type		Symbol	N° of occurrences	Percentage share (%)
subjunctive	<b>all</b>	(S+SW)	<b>0</b>	<b>0.00%</b>
	present	(S)	0	0.00%
	<i>were</i>	(SW)	0	0.00%
indicative		(I)	<b>4</b>	<b>36.36%</b>
modal periphrasis	<b>all</b>	(M+W)	3	27.27%
	other than <i>will</i>	(M)	<b>3</b>	<b>27.27%</b>
ambiguous	<b>all</b>	(A)	<b>4</b>	<b>36.36%</b>
	<i>will</i>	(W)	0	0.00%
	other than <i>will</i>	(A-W)	4	36.36%
<b>SUM</b>			<b>11</b>	<b>100.00%</b>

In the approach focusing exclusively on 3rd person singular verb phrases – which allows one to exclude the ambiguous forms, although, unfortunately, some of the unambiguous ones are excluded as well – the percentage share of the indicative increases to 80% (cf. Table 4.9). The single instance of modal periphrasis then represents the remaining 20%, as was also the case for clauses of result.

Table 4.9: Verbal forms in clauses of reason, limited to 3rd person singular forms

Type		Symbol	N° of occurrences	Percentage share (%)
subjunctive	<b>all</b>	(S+SW)	<b>0</b>	<b>0.00%</b>
	present	(S)	0	0.00%
	<i>were</i>	(SW)	0	0.00%
indicative		(I)	<b>4</b>	<b>80.00%</b>
modal periphrasis	<b>all</b>	(M+W)	1	20.00%
	other than <i>will</i>	(M)	<b>1</b>	<b>20.00%</b>
ambiguous	<b>all</b>	(A)	<b>0</b>	<b>0.00%</b>
	<i>will</i>	(W)	0	0.00%
	other than <i>will</i>	(A-W)	0	0.00%
<b>SUM</b>			<b>5</b>	<b>100.00%</b>

Clauses of reason are not usually an object of studies on the use of the subjunctive, since the subjunctive was last noted in them in the ME period (cf. Section 2.3.1.2), judging from the datings of the quotations provided in Visser (1966 [1972]: 937-938) and the silence of handbooks on the history of Modern English. It is, therefore, of great interest to note that the conjunction *because* was included in Dons's (2004) research. According to the data provided by Dons (2004: 230-231), the subjunctive has not been attested in this context since the 1570s, but he notes one instance of its use (1% of his data) for the period 1500-1570. This corresponds precisely to the period which witnessed the translation of the *Laws of Oléron*. At the time (1500-1570), the majority of Dons's (2004) data, consisting of a total of 104 clauses with the occurrences

of *because*, show the indicative in this context (76%) and 23% of them represent modal periphrasis. These are values which clearly correspond to those obtained in this study for the 3rd person singular verb phrases with which Dons's (2004) data are comparable to a limited extent.<sup>11</sup>

Moessner's (2020) data concerning clauses of reason correspond to those of Dons (2004), but it has to be emphasised that the former study was conducted on the eMnE period as a whole, and not only on data from the first part of the period. Moessner (2020: 196) did not find any instances of the subjunctive among the analysed clauses, of which 84.21% employ the indicative with 15.79% opting for modals.

#### 4.3.1.6 Clauses of manner

Clauses of manner present the way in which something is done or talk about someone's behaviour and the way they perform certain actions, answering the question *how*. They are not listed in Quirk *et al.* (1985) as a separate subtype of adverbial clauses for PdE. Nor are they discussed in Rissanen (1999) for eMnE, but since this used to be a context in which the subjunctive could be employed in the OE period, even though it disappeared afterwards (Visser 1966 [1972]: 918), it is still covered in this study (cf. Chapter 2). Interestingly, in contrast to clauses of concession, which are given a lot of attention in the discussion on the subjunctive in literature but are absent from the analysed text, clauses of manner are not only present in the *Laws of Oléron*, but one of them comes in the subjunctive mood (cf. 70). This is not to say, however, that they constitute a large proportion of the data, since there are only three such clauses (cf. 69-70).

Undoubtedly, the percentage data are not helpful in this case, as only three clauses are under analysis here, but they are still given below (Table 4.10). There is, however, no need to provide further subdivisions since all verb phrases are in the 3rd person singular.

Table 4.10: Verbal forms in clauses of manner

Type		Symbol	N° of occurrences	Percentage share (%)
subjunctive	<b>all</b>	(S+SW)	<b>1</b>	<b>33.33%</b>
	present	(S)	1	33.33%
	<i>were</i>	(SW)	0	0.00%
indicative		(I)	<b>2</b>	<b>66.67%</b>
modal periphrasis	<b>all</b>	(M+W)	0	0.00%
	other than <i>will</i>	(M)	<b>0</b>	<b>0.00%</b>
ambiguous	<b>all</b>	(A)	<b>0</b>	<b>0.00%</b>
	<i>will</i>	(W)	0	0.00%
	other than <i>will</i>	(A-W)	0	0.00%
<b>SUM</b>			<b>3</b>	<b>100.00%</b>

11. As has already been explained, Dons (2004) limited his analysis to 2nd and 3rd person singular lexical verbs and singular uses of *to be*.

### 4.3.1.7 Clauses of time

Clauses of time (or temporal clauses) are clauses which “relate the time of the situation they denote to the time of the situation indicated in the main clause” and “the action and state of the clause mostly precedes that of the main clause”, in which respect they are similar to conditional clauses (Rissanen 1999: 310-311). As noted in Section 2.3.1.2, the subjunctive was still a viable option in these clauses, but this is not the same as saying that it was the preferred structure. The subjunctive was usually employed when some non-factuality was implied (Rissanen 1999: 311) and the default mood was the indicative. Clauses of time used the following conjunctions in eMnE: *when*, *whiles*, *since*, *as*, *afore* ‘before, sooner than’ (OED), *or* ‘before’ (OED), *ere* ‘before’ (OED), *sith* ‘from, subsequent to’ (OED), *sithence* (like *sith*), *before*, *till*, *until*, with *before* and *till* co-occurring most frequently with the subjunctive (Rissanen 1999: 311).

In total, as many as 18 clauses of time (cf. 71-84) have been found in the analysed translation and three of them make use of the subjunctive (77 and 81). As regards the percentage share of the different grammatical structures used in them, the data are as follows: in 50% (nine instances) of the clauses, the indicative is to be found, as expected based on the information provided in Rissanen (1999: 311); 27.78% of the data represent ambiguous forms (five clauses). The three subjunctive clauses make up 16.67% of the data, with modal periphrasis (one occurrence) constituting 5.56% of them.

Table 4.11: Verbal forms in clauses of time

Type		Symbol	N° of occurrences	Percentage share (%)
subjunctive	<b>all</b>	(S+SW)	3	16.67%
	present	(S)	3	16.67%
	<i>were</i>	(SW)	0	0.00%
indicative		(I)	9	50.00%
modal periphrasis	<b>all</b>	(M+W)	1	5.56%
	other than <i>will</i>	(M)	1	5.56%
ambiguous	<b>all</b>	(A)	5	27.78%
	<i>will</i>	(W)	0	0.00%
	other than <i>will</i>	(A-W)	5	27.78%
<b>SUM</b>			<b>18</b>	<b>100.00%</b>

When limited to 3rd person singular only, the use of the indicative increases to 75%, with the remaining 25% representing the subjunctive mood (Table 4.12).

According to Rissanen (1999: 311), the subjunctive could still be found in clauses of time in eMnE but only rarely, and in contexts referring to some future events (Görlach 1991: 113, Rissanen 1999: 311). This appears to concur with the data obtained in this research. More tellingly, Rissanen (1999: 311) observes that it is most common in such clauses introduced by *before* and *till*. In Dons’s (2004: 230-231) study, the subjunctive is found after *ere* (in 42.9% of seven occurrences) and *before*<sup>12</sup> (in 38.9% of 18 occurrences)

12. Admittedly, Dons (2004) also notes one instance of the subjunctive after *when*.

Table 4.12: Verbal forms in clauses of time, limited to 3rd person singular forms

Type		Symbol	N° of occurrences	Percentage share (%)
subjunctive	<b>all</b>	(S+SW)	<b>3</b>	<b>25.00%</b>
	present	(S)	3	25.00%
	<i>were</i>	(SW)	0	0.00%
indicative		(I)	<b>9</b>	<b>75.00%</b>
modal periphrasis	<b>all</b>	(M+W)	0	0.00%
	other than <i>will</i>	(M)	<b>0</b>	<b>0.00%</b>
ambiguous	<b>all</b>	(A)	<b>0</b>	<b>0.00%</b>
	<i>will</i>	(W)	0	0.00%
	other than <i>will</i>	(A-W)	0	0.00%
<b>SUM</b>			<b>12</b>	<b>100.00%</b>

in the relevant period (1500-1570). Those data are difficult to juxtapose with these obtained here. Firstly, they are divided between different conjunctions, which would be pointless here due to (1) the dearth of such clauses in the translation, and (2) the fact that different conjunctions are in use here. Furthermore, the data in Dons (2004) are only based on 2nd and 3rd person singular verbs and singular instances of the use of *to be*, and are, therefore, not strictly comparable to the present analysis.

It should, however, be noted that there is not a single instance of the subjunctive in use after *before* in the present study. There is one such verbal form triggered by *or*, which semantically corresponds to *before*, but they cannot be considered the same. The other temporal conjunction introducing the subjunctive in *Laws of Oléron* is *till*, which is not analysed by Dons (2004). Its use, however, correlates neatly with Rissanen's (1999: 311) remark.

Interestingly, the result obtained here seem to mirror those in Moessner's (2006: 254) study, where 22.58% of the analysed temporal clauses (in texts gathered in the *Helsinki Corpus* for the years 1500-1570) resort to the subjunctive.<sup>13</sup> However, in contrast to the above data, Moessner (2006: 254) found 67.74% of her clauses made use of the indicative and 9.67% of modal periphrasis. When it comes to the data for the period as a whole, Moessner (2020) determined that 14.35% of the clauses of time in the *Helsinki Corpus* opted for the subjunctive, 11.21% for modal verbs, with the dominant mood being the indicative (74.44%).

#### 4.3.1.8 Clauses of place

Even in ME the subjunctive was employed in this type of clause only under special conditions, and the reason for its occurrence was usually "the concessive colour of *wher*, used in the generalising meaning 'wherever'" (Mustanoja 1960 [2016]: 462). The discussion on subordinate clauses, in relation to the use of the subjunctive, in Görlach (1991) and Rissanen (1999: 282-323), and also in Denison (1998: 293-312) for lMnE, does not even touch upon this clause type.

13. Moessner (2006: 249) analysed temporal clauses introduced by *after*, *before*, *until*, *till* and *when*.

I have managed to find only three clauses of place (cf. 85-87) in the analysed translation. None of them, unsurprisingly, resorts to the use of the subjunctive. They use either the indicative (cf. 86-87)<sup>14</sup> or modal periphrasis (85). Table 4.13 illustrates the distribution of these structures in percentage terms. I do not provide a table for the treatment exclusive of 3rd person plural forms, as it would be limited to two clauses only and the participation would be spread equally (50% vs. 50%) between the indicative and modal periphrasis.

Table 4.13: Verbal forms in clauses of place

Type		Symbol	N° of occurrences	Percentage share (%)
subjunctive	<b>all</b>	(S+SW)	<b>0</b>	<b>0.00%</b>
	present	(S)	0	0.00%
	<i>were</i>	(SW)	0	0.00%
indicative		(I)	<b>2</b>	<b>66.67%</b>
modal periphrasis	<b>all</b>	(M+W)	1	33.33%
	other than <i>will</i>	(M)	<b>1</b>	<b>33.33%</b>
ambiguous	<b>all</b>	(A)	<b>0</b>	<b>0.00%</b>
	<i>will</i>	(W)	0	0.00%
	other than <i>will</i>	(A-W)	0	0.00%
<b>SUM</b>			<b>3</b>	<b>100.00%</b>

Clauses of place, in the context of subjunctive use, only featured in Moessner's (2020) study, but she did not find any instances of the subjunctive among them for the whole eMnE period. 55.56% of her data made use of the indicative and the remaining 44.44% modal verbs.

#### 4.3.1.9 Adverbial clauses – an overview of findings

Even a cursory glance at the types of clauses presented in Section 4.3.1 allows one to note the absence of the category of clauses of concession which, according to those sources dealing with the eMnE period (cf. Section 2.3.1.2), was one of the contexts in which the subjunctive could be frequently encountered. As explained in Section 3.3, the absence of this type of clause in the discussion should be understood to mean that no clauses of this type have been identified, rather than simply that the subjunctive was not employed in this context in the analysed text. To the contrary, this study encompasses all clause types in which the subjunctive could be used at any point in the history of English and which are represented in the text, regardless of their recourse – or lack of such – to the subjunctive. Eight such types have been noted and discussed in the group of adverbial clauses (4.3.1.1-4.3.1.8).

Below, I provide a brief overview of the findings from Section 4.3.1, which will, hopefully, allow one to see them from a broader perspective. To begin with, I would like to concentrate on the analysis inclusive of 3rd person plural verb phrases. The relevant

14. As explained in Section 3.2, the investigation is limited to the *were*-subjunctive for the so-called past subjunctive. Cf. also Chapter 2 for the reasoning behind this decision.

data are given once again in Table 4.14 and Chart 4.1. The table is analogous in form, although more complex, to the tables given in the separate subsections devoted to the different types of adverbial clauses. Apart from presenting the figures in relation to the total number of instances in a given type of clause – which can already be gathered from the respective sections – it also juxtaposes, in ‘% in 140’ rows, these numerical data with the total number of all adverbial clauses. Additionally, normalised values for a corpus of a more standardised size, i.e. consisting of 10,000 words, are calculated in rows ‘nor. p. 10000’. These values are immediately comparable with the corresponding values presented for other clause types, i.e. nominal or relative, in the ‘nor. p. 10000’ rows, whereas the percentage data calculating the participation of a given structure in all of the analysed nominal, relative or adverbial clauses are not. Additionally, these are the data which will be of use in Chapter 6, where the French texts are juxtaposed with the eMnE translation and the word count for each text is different. The ‘nor. p. 10000’ values were calculated by multiplying the number of actual instances of a given verbal form by 10,000 and dividing it by the number of words in the corpus, i.e. 3,597 in the case of the eMnE translation of the *Laws of Oléron*.

Table 4.14: An overview of the data concerning adverbial clauses

Clauses of	Subjunctive			Indicative (I)	Modal periphrasis		Ambiguous forms			Infinitive	SUM
	all (S+SW)	present (S)	were (SW)		all (M+W)	other than will (M)	all (A)	will (W)	other than will (A-W)		
Condition	51	49	2	7	14	4	24	10	14	0	<b>86</b>
%	59.3%	57.0%	2.3%	8.1%	16.3%	4.7%	27.9%	11.6%	16.3%	0.0%	100.0%
% in 140	36.4%	35.0%	1.4%	5.0%	10.0%	2.9%	17.1%	7.1%	10.0%	0.0%	61.4%
nor. p. 10000	141.8	136.2	5.6	19.5	38.9	11.1	66.7	27.8	38.9	0.0	239.1
Similarity and comparison	0	0	0	4	2	2	3	0	3	0	<b>9</b>
%	0.0%	0.0%	0.0%	44.4%	22.2%	22.2%	33.3%	0.0%	33.3%	0.0%	100.0%
% in 140	0.0%	0.0%	0.0%	2.9%	1.4%	1.4%	2.1%	0.0%	2.1%	0.0%	6.4%
nor. p. 10000	0.0	0.0	0.0	11.1	5.6	5.6	8.3	0.0	8.3	0.0	25.0
Purpose	1	1	0	0	0	0	0	0	0	3	<b>4</b>
%	25.0%	25.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	75.0%	100.0%
% in 140	0.7%	0.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	2.1%	2.9%
nor. p. 10000	2.8	2.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.3	11.1
Result	0	0	0	4	1	1	1	0	1	0	<b>6</b>
%	0.0%	0.0%	0.0%	66.7%	16.7%	16.7%	16.7%	0.0%	16.7%	0.0%	100.0%
% in 140	0.0%	0.0%	0.0%	2.9%	0.7%	0.7%	0.7%	0.0%	0.7%	0.0%	4.3%
nor. p. 10000	0.0	0.0	0.0	11.1	2.8	2.8	2.8	0.0	2.8	0.0	16.7
Reason	0	0	0	4	3	3	4	0	4	0	<b>11</b>
%	0.0%	0.0%	0.0%	36.4%	27.3%	27.3%	36.4%	0.0%	36.4%	0.0%	100.0%
% in 140	0.0%	0.0%	0.0%	2.9%	2.1%	2.1%	2.9%	0.0%	2.9%	0.0%	7.9%
nor. p. 10000	0.0	0.0	0.0	11.1	8.3	8.3	11.1	0.0	11.1	0.0	30.6

Clauses of	Subjunctive			Indicative (I)	Modal periphrasis		Ambiguous forms			Infinitive	SUM
	all (S+SW)	present (S)	were (SW)		all (M+W)	other than will (M)	all (A)	will (W)	other than will (A-W)		
Manner	1	1	0	2	0	0	0	0	0	0	3
%	33.3%	33.3%	0.0%	66.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
% in 140	0.7%	0.7%	0.0%	1.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	2.1%
nor. p. 10000	2.8	2.8	0.0	5.6	0.0	0.0	0.0	0.0	0.0	0.0	8.3
Time	3	3	0	9	1	1	5	0	5	0	18
%	16.7%	16.7%	0.0%	50.0%	5.6%	5.6%	27.8%	0.0%	27.8%	0.0%	100.0%
% in 140	2.1%	2.1%	0.0%	6.4%	0.7%	0.7%	3.6%	0.0%	3.6%	0.0%	12.9%
nor. p. 10000	8.3	8.3	0.0	25.0	2.8	2.8	13.9	0.0	13.9	0.0	50.0
Place	0	0	0	2	1	1	0	0	0	0	3
%	0.0%	0.0%	0.0%	66.7%	33.3%	33.3%	0.0%	0.0%	0.0%	0.0%	100.0%
% in 140	0.0%	0.0%	0.0%	1.4%	0.7%	0.7%	0.0%	0.0%	0.0%	0.0%	2.1%
nor. p. 10000	0.0	0.0	0.0	5.6	2.8	2.8	0.0	0.0	0.0	0.0	8.3
<b>SUM</b>	<b>56</b>	<b>54</b>	<b>2</b>	<b>32</b>	<b>22</b>	<b>12</b>	<b>37</b>	<b>10</b>	<b>27</b>	<b>3</b>	<b>140</b>
%	40.0%	38.6%	1.4%	22.9%	15.7%	8.6%	26.4%	7.1%	19.3%	2.1%	100%
<b>nor. p. 10000</b>	<b>155.7</b>	<b>150.1</b>	<b>5.6</b>	<b>89.0</b>	<b>61.2</b>	<b>33.4</b>	<b>102.9</b>	<b>27.8</b>	<b>75.1</b>	<b>8.3</b>	<b>389.2</b>

There is no doubt that the majority of the data discussed in Section 4.3.1 are made up of clauses of condition (86 occurrences). The only other types of clauses represented more than ten times are temporal clauses (18 occurrences, ca. 13%) and clauses of reason (11 occurrences, ca. 8%). The fact that the database consists of a very limited set of clauses for each of the clause types (with the exception of clauses of condition) should not be overlooked. It is best appreciated when one consults the rows in which the percentage share of a given structure in a given type of clause is presented against the backdrop of all of the analysed adverbial clauses, i.e. the ‘% in 140’-rows.

Moreover, even though the subjunctive is clearly the most common choice when one looks at the data jointly (e.g. in Chart 4.1), in reality it is only due to the high frequency of conditional clauses in which this mood dominates that its use appears to be widespread. Among the remaining types of adverbial clauses, it is only attested in those of time, manner and purpose (cf. Chart 4.2 below). As for the indicative, it is the default mood in clauses of result, manner, place, time, similarity and comparison, and reason. Below, in order to facilitate the interpretation of the data, I present the percentage share of the different types of clauses in the number of occurrences of each of the grammatical structures found in the analysed data, i.e. the indicative, subjunctive, modal periphrasis and ambiguous forms.<sup>15</sup>

15. I do not provide a separate chart for infinitives as they are discussed in only one subtype of adverbial clauses, i.e. clauses of purpose. Cf. Section 4.3.1.3 for the justification for this decision.

Chart 4.1: An overview of the data concerning adverbial clauses

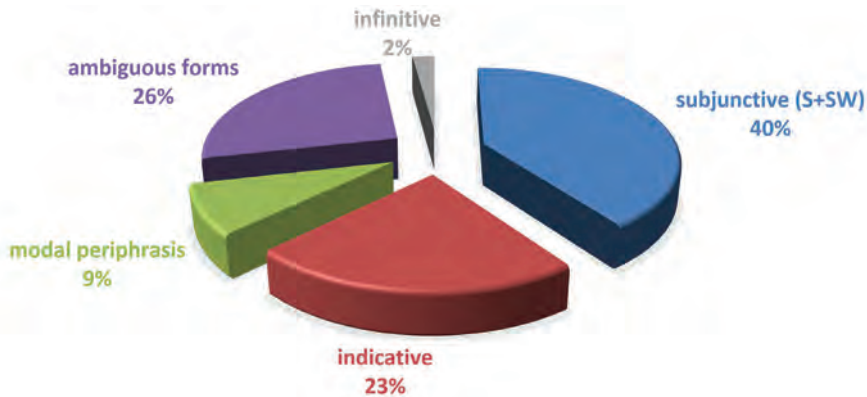
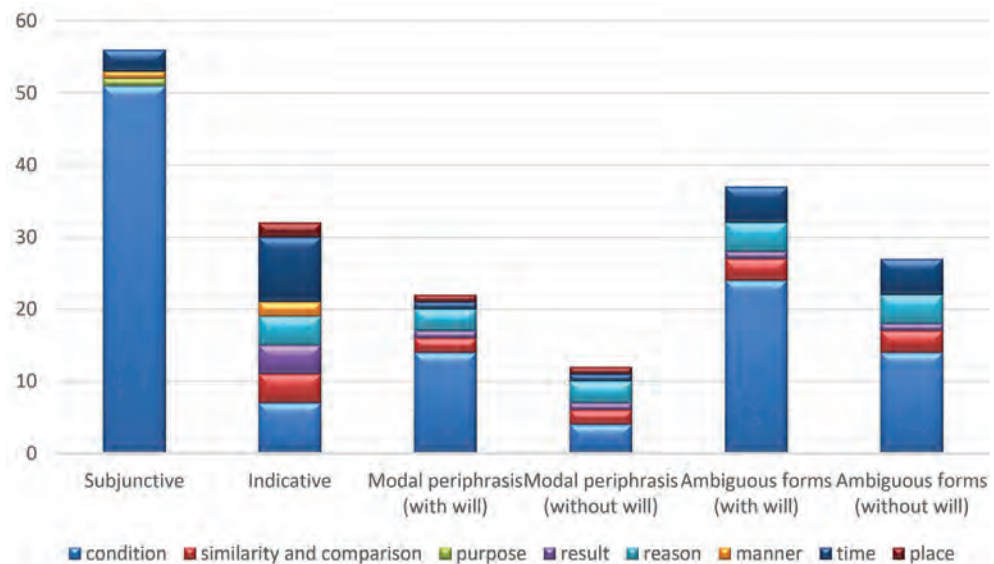


Chart 4.2: An overview of the data concerning adverbial clauses – the participation of different types of clauses in each verbal form



At this point, I would like to relate my data to the standard accounts of the development of the use of the subjunctive in the eMnE period (cf. Section 2.3). According to these, the subjunctive should not be present in clauses of reason and manner, and be almost absent in clauses of place. While the accounts concerning clauses of place and reason have been fully corroborated, with no instance of the subjunctive noted there, the subjunctive is in use in one of the clauses of manner analysed here (cf. Section 4.3.1.6). Furthermore, the use of the subjunctive is considered to be already marked in clauses of similarity and comparison, result and time. In line with this, no use

of the subjunctive was found in clauses of result and those of similarity and comparison in the analysed translation, but, when it comes to temporal clauses, the subjunctive is noted in ca. 17% of them. It is, however, found only after those conjunctions which, as postulated in the relevant literature (cf. Section 2.3.1.2), refer to the future. Moreover, the standard accounts of the English language state that in the eMnE period, the subjunctive was still common in clauses of condition, concession and purpose. While clauses of concession are absent from the translation altogether, statements concerning conditionals have been fully corroborated. Clauses of purpose are only scarcely represented in the text, and three out of four of them resort to infinitives. The fourth occurrence of such a clause does, however, employ the subjunctive.

As noted in the previous subsections, my data are not, strictly speaking, comparable to any of the analyses conducted on the use of the subjunctive in the eMnE period. One problem has to do with the fact that the ongoing research in this area tends to concentrate on the mandative subjunctive. The other issue concerns the difference in methodologies. Dons's (2004) analysis, which is closest to the present study, concentrates on a selection of conjunctions and not on clause types. Furthermore, it is limited to 2nd and 3rd person singular lexical verbs and singular uses of *to be*, a method which cannot be replicated here as the whole text is predominantly couched in the 3rd person, singular and plural, with only sparse use of the 2nd person in object clauses. Any approximation can only be obtained when the data are narrowed down to the 3rd person singular forms, which is done below in Table 4.15 and Charts 4.3 and 4.4. Such an analysis has the additional value of discarding the majority of ambiguous forms and therefore presents a much clearer view of the data, which is why it was previously provided in those sections devoted to the different types of adverbial clauses.

Table 4.15: An overview of the data concerning adverbial clauses, limited to 3rd person singular verb phrases

Clauses of	Subjunctive			Indicative (I)	Modal periphrasis		Ambiguous forms			Infinitive	SUM
	all (S+SW)	present (S)	were (SW)		all (M+W)	other than will (M)	all (A)	will (W)	other than will (A-W)		
Condition	51	49	2	7	8	3	5	5	0	0	<b>66</b>
%	77.3%	74.2%	3.0%	10.6%	12.1%	4.5%	7.6%	7.6%	0.0%	0.0%	100.0%
% in 101	51.0%	49.0%	2.0%	7.0%	8.0%	3.0%	5.0%	5.0%	0.0%	0.0%	66.0%
nor. p. 10000	141.8	136.2	5.6	19.5	22.2	8.3	13.9	13.9	0.0	0.0	183.5
Similarity and comparison	0	0	0	4	2	2	0	0	0	0	<b>6</b>
%	0.0%	0.0%	0.0%	66.7%	33.3%	33.3%	0.0%	0.0%	0.0%	0.0%	100.0%
% in 101	0.0%	0.0%	0.0%	4.0%	2.0%	2.0%	0.0%	0.0%	0.0%	0.0%	6.0%
nor. p. 10000	0.0	0.0	0.0	11.1	5.6	5.6	0.0	0.0	0.0	0.0	16.7

Purpose	1	1	0	0	0	0	0	0	0	0	1
%	100.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
% in 101	1.0%	1.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.0%
nor. p. 10000	2.8	2.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.8
Result	0	0	0	4	1	1	0	0	0	0	5
%	0.0%	0.0%	0.0%	80.0%	20.0%	20.0%	0.0%	0.0%	0.0%	0.0%	100.0%
% in 101	0.0%	0.0%	0.0%	4.0%	1.0%	1.0%	0.0%	0.0%	0.0%	0.0%	5.0%
nor. p. 10000	0.0	0.0	0.0	11.1	2.8	2.8	0.0	0.0	0.0	0.0	13.9
Reason	0	0	0	4	1	1	0	0	0	0	5
%	0.0%	0.0%	0.0%	80.0%	20.0%	20.0%	0.0%	0.0%	0.0%	0.0%	100.0%
% in 101	0.0%	0.0%	0.0%	4.0%	1.0%	1.0%	0.0%	0.0%	0.0%	0.0%	5.0%
nor. p. 10000	0.0	0.0	0.0	11.1	2.8	2.8	0.0	0.0	0.0	0.0	13.9
Manner	1	1	0	2	0	0	0	0	0	0	3
%	33.3%	33.3%	0.0%	66.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
% in 101	1.0%	1.0%	0.0%	2.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	3.0%
nor. p. 10000	2.8	2.8	0.0	5.6	0.0	0.0	0.0	0.0	0.0	0.0	8.3
Time	3	3	0	9	0	0	0	0	0	0	12
%	25.0%	25.0%	0.0%	75.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
% in 101	3.0%	3.0%	0.0%	9.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	12.0%
nor. p. 10000	8.3	8.3	0.0	25.0	0.0	0.0	0.0	0.0	0.0	0.0	33.4
Place	0	0	0	1	1	1	0	0	0	0	2
%	0.0%	0.0%	0.0%	50.0%	50.0%	50.0%	0.0%	0.0%	0.0%	0.0%	100.0%
% in 101	0.0%	0.0%	0.0%	1.0%	1.0%	1.0%	0.0%	0.0%	0.0%	0.0%	2.0%
nor. p. 10000	0.0	0.0	0.0	2.8	2.8	2.8	0.0	0.0	0.0	0.0	5.6
<b>SUM</b>	<b>56</b>	<b>54</b>	<b>2</b>	<b>31</b>	<b>13</b>	<b>8</b>	<b>5</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>100</b>
%	<b>56.0%</b>	<b>54.0%</b>	<b>2.0%</b>	<b>31.0%</b>	<b>13.0%</b>	<b>8.0%</b>	<b>5.0%</b>	<b>5.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>100%</b>
<b>nor. p. 10000</b>	<b>155.7</b>	<b>150.1</b>	<b>5.6</b>	<b>86.2</b>	<b>36.1</b>	<b>22.2</b>	<b>13.9</b>	<b>13.9</b>	<b>0.0</b>	<b>0.0</b>	<b>278.0</b>

Chart 4.3: An overview of the data concerning adverbial clauses, limited to 3rd person singular verb phrases

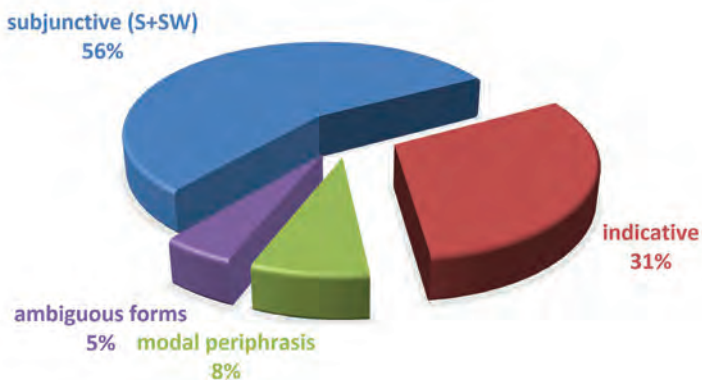
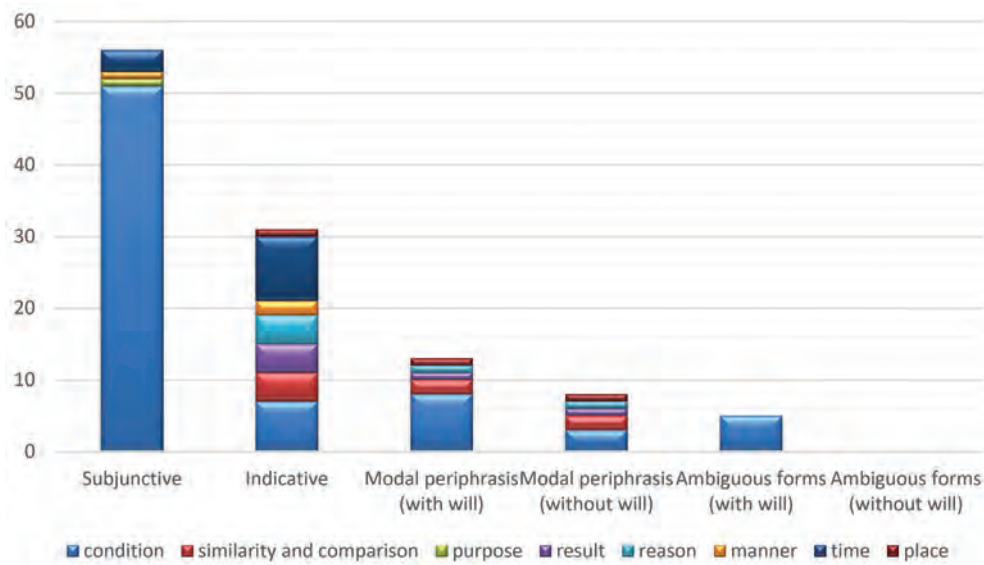


Chart 4.4: An overview of the data concerning adverbial clauses – the participation of different types of clauses in each verbal form, limited to 3rd person singular verb phrases



The overall shape of the data in the analysis, exclusive of plural verb phrases, is not dramatically different from that presented in Table 4.14 and Charts 4.1-4.2, but the dominant percentage share of the subjunctive among the data is even more visible. So too is the extent to which this is due to the high frequency of clauses of condition. The preference for the indicative in the case of clauses of similarity and comparison, result, reason, manner and time is indubitable. While a full comparison with Dons (2004) is not possible for methodological reasons (see above), the findings concerning clauses of condition seem to indicate that the subjunctive was used there exceptionally frequently when compared to the texts from the *Helsinki Corpus*. On the other hand, the use of the subjunctive in temporal clauses, although again not strictly comparable, does not seem to be out of the ordinary when compared with the frequency of its use after *before*.

When these findings are juxtaposed with the percentage share of the subjunctive in adverbial clauses in the data from the *Helsinki Corpus* obtained by Moessner (2020: 194), it does seem that the use of the subjunctive in the eMnE rendition of the *Laws of Oléron* is particularly high. In Moessner's (2020: 194) study, only 34.13% of the clauses opted for the subjunctive in the period between 1500-1570, and for the eMnE period as a whole the participation of the subjunctive drops to 27.71%. It should be noted, however, that in my data, the clauses of condition, among which the use of the subjunctive is especially frequent, constitute 56% of the analysed 3rd-

person singular data, whereas in Moessner’s study the participation of various clause types is more evenly distributed, and clauses of condition make up only about 21% of them, which makes the two studies incomparable at this general level. The findings from Moessner (2020) presented for each clause type in their respective sections are a better indicator of the (in)congruence between the results.

### 4.3.2 Comparative clauses

Even though semantically closely related to clauses of comparison and similarity as discussed in Section 4.3.1.2, comparative clauses are considered by Quirk *et al.* (1985: 1127-1128) to be a distant, separate type of dependent clause, alongside adverbial, nominal and relative clauses. The characteristic feature of this type of clause is that “a proposition expressed in the matrix clause is compared with a proposition expressed in the subordinate clause with respect to some STANDARD OF COMPARISON” (Quirk *et al.* 1985: 1127). This “standard of comparison” is expressed in the matrix clause. The most typical conjunctions used in comparative clauses are *as*, *so* and *than*, and this was also the case in the eMnE period (Rissanen 1999: 317).

Only five clauses of this type were detected in the translation and one of them (cf. 88) has been excluded from the study as its form cannot be analysed here, since it consists of a pronoun only. The structures observed in the remaining clauses are the indicative mood and modal periphrasis, but one of the clauses (cf. 92) is also ambiguous between the indicative and subjunctive. According to Visser (1966 [1972]: 919), one could not expect the subjunctive in this context: it was not employed in comparative clauses after the OE period. Thus, the indicative would be the more likely interpretation of the clause in (92). The data are now presented in Table 4.16 for the analysis inclusive of 3rd person plural forms, and Table 4.17 for the interpretation exclusive of it.

Table 4.16: Verbal forms in comparative clauses

Type		Symbol	N° of occurrences	Percentage share (%)
subjunctive	<b>all</b>	(S+SW)	<b>0</b>	<b>0.00%</b>
	present	(S)	0	0.00%
	<i>were</i>	(SW)	0	0.00%
indicative		(I)	<b>1</b>	<b>25.00%</b>
modal periphrasis	<b>all</b>	(M+W)	2	50.00%
	other than <i>will</i>	(M)	2	<b>50.00%</b>
ambiguous	<b>all</b>	(A)	<b>1</b>	<b>25.00%</b>
	<i>will</i>	(W)	0	0.00%
	other than <i>will</i>	(A-W)	1	25.00%
<b>SUM</b>			<b>4</b>	<b>100.00%</b>

Table 4.17: Verbal forms in comparative clauses, limited to 3rd person singular forms

Type		Symbol	N <sup>o</sup> of occurrences	Percentage share (%)
subjunctive	<b>all</b>	(S+SW)	<b>0</b>	<b>0.00%</b>
	present	(S)	0	0.00%
	were	(SW)	0	0.00%
indicative		(I)	<b>1</b>	<b>33.33%</b>
modal periphrasis	<b>all</b>	(M+W)	2	66.67%
	other than <i>will</i>	(M)	2	<b>66.67%</b>
ambiguous	<b>all</b>	(A)	<b>0</b>	<b>0.00%</b>
	<i>will</i>	(W)	0	0.00%
	other than <i>will</i>	(A-W)	0	0.00%
<b>SUM</b>			<b>3</b>	<b>100.00%</b>

Since comparative clauses are known not to have employed the subjunctive after the OE period, there are no studies conducted on them with this perspective in mind. Therefore, I cannot juxtapose my data with any other research, but there is no reason to expect that they would diverge. Visser (1960 [1972]: 919) states that in the periods of the history of English following OE, clauses of this type functioned in the indicative, which is partially the case here.

### 4.3.3 Relative clauses

The topic of relative clauses is tricky: depending on the understanding of the term, one can admit very different types of clauses under this name (cf. Section 3.3.2.3 and 3.3.2.5). The most straightforward interpretation of the term is that which refers to adnominal relative clauses (cf. Section 4.3.3.1), or adjective clauses, i.e. those which act as adjectives modifying a nominal or pronominal head preceding them, i.e. an antecedent. The relativisers in adnominal relative clauses were *that*, *which*, *who*, but also *as* and *but*, although the latter were far less common (Görlach 1991: 124, Rissanen 1999: 299).

A much broader interpretation of the term relative clause has to be adopted for nominal and sentential relative clauses. The former (cf. Section 4.3.3.2) is “basically a noun phrase modified by an adnominal relative clause, except that its *wh*-element is merged with an antecedent” (Quirk *et al.* 1985: 1056). In other words, their antecedents are contained in the relative pronouns themselves. This means that rather than being adjective clauses, such clauses should, in fact, be treated as nominal clauses, which is reflected in their name, i.e. relative nominal clauses. In eMnE, nominal relative clauses were introduced by *who*, *which*, *that* ‘that which’ and *what* (Rissanen 1999: 300).

Finally, sentential relative clauses, which are not attested in the analysed text, are clauses which use the whole predicate or predication as their *antecedent*, and thus refer back to a whole clause or sentence (Quirk *et al.* 1985: 1118).<sup>16</sup>

16. Since this last type of relative clause is not attested in the analysed translation, I do not discuss it any further here. See the discussion in Quirk *et al.* (1985: 1118-1120) for more information.

Rissanen (1999: 293) emphasises that the indicative is the unmarked mood of the relative clause, barring the contexts where some hypotheticality is included. Therefore, the use of the subjunctive in these clauses is not particularly likely.

#### 4.3.3.1 Adnominal relative clauses

I will begin the discussion by focusing on the adnominal relative clauses found in the translation. They are, in fact, quite numerous, with as many as 46 instances of relative adnominal clauses in the text. Only one of them makes use of the subjunctive (cf. 97), the past subjunctive to be precise, but the scarcity of the subjunctive was to be expected in light of the information provided above. The majority of the clauses presented below are introduced by either *wh*-relative pronouns or by *that*. There are also seven adnominal relative clauses introduced by *as* (cf. 98,<sup>17</sup> 112, 116 (four occurrences) and 117).

Table 4.18: Verbal forms in adnominal relative clauses

Type		Symbol	N° of occurrences	Percentage share (%)
subjunctive	<b>all</b>	(S+SW)	<b>1</b>	<b>2.17%</b>
	present	(S)	0	0.00%
	<i>were</i>	(SW)	1	2.17%
indicative		(I)	<b>16</b>	<b>34.78%</b>
modal periphrasis	<b>all</b>	(M+W)	11	23.91%
	other than <i>will</i>	(M)	7	<b>15.22%</b>
ambiguous	<b>all</b>	(A)	<b>22</b>	<b>47.83%</b>
	<i>will</i>	(W)	4	8.70%
	other than <i>will</i>	(A-W)	18	39.13%
<b>SUM</b>			<b>46</b>	<b>100.00%</b>

Table 4.19: Verbal forms in adnominal relative clauses, limited to singular verb phrases

Type		Symbol	N° of occurrences	Percentage share (%)
subjunctive	<b>all</b>	(S+SW)	<b>1</b>	<b>4.17%</b>
	present	(S)	0	0.00%
	<i>were</i>	(SW)	1	4.17%
indicative		(I)	<b>16</b>	<b>66.67%</b>
modal periphrasis	<b>all</b>	(M+W)	6	25.00%
	other than <i>will</i>	(M)	<b>3</b>	<b>12.50%</b>
ambiguous	<b>all</b>	(A)	<b>4</b>	<b>16.67%</b>
	<i>will</i>	(W)	3	12.50%
	other than <i>will</i>	(A-W)	1	4.17%
<b>SUM</b>			<b>24</b>	<b>100.00%</b>

Very similar findings were obtained by Moessner (2020: 87) in the part of her study dealing with relative clauses in the eMnE data of the *Helsinki Corpus*. As she

17. Unless stated otherwise, each of these contains only one instance of the clause in question.

determined, 4.64% of the data (3rd- and 2nd-person (*thou*) singular forms) from the first part of the period (1500-1570) made use of the subjunctive, with the dominant mood being the indicative (79.57%) and 15.79% of them opting for modal verbs. For the eMnE period as a whole, the percentage share of the subjunctive was established to be 1.69%, as its use in the later parts of the period diminished to 0.34%.

#### 4.3.3.2 Nominal relative clauses

The other type of relative clause attested in the translation is the nominal relative clause. As already mentioned in Section 4.3.3, the inclusion of this subtype of relative clause in the present discussion results in an overlap between the categories of the relative clause (this section) and nominal clauses (Section 4.3.4.3). The issue of this overlap is resolved by resorting to two independent analyses of the category of relative clauses – one inclusive of nominal relative clauses (Section 4.3.3.3) and the other exclusive (given in Section 4.3.3.1). In the overall analysis of the data (Section 4.3.5), those clauses which can be classified as both (nominal) relative and nominal will be counted only once, and will be included in the group of nominal clauses as this is their proper classification from the syntactic point of view. Thus, the category of nominal relative clauses is not included in the general count of the analysed data: the data from this section do not appear in any tables or charts outside of Section 4.3.3 and what are elsewhere referred to as relative clauses are, in fact, only adnominal relative clauses.

The sentences making use of nominal relative clauses are presented in (121)-(122) in Appendix I. Note the use of *that* with the meaning of ‘that which’ in (121). None of the examples resorts to the subjunctive.

Below, a numerical account of the data inclusive of 3rd person plural forms is provided in Table 4.20. I do not present a separate table for the alternative analysis, since in that analysis only one clause (given in 122) would come into consideration.

Table 4.20: Verbal forms in nominal relative clauses

Type		Symbol	N° of occurrences	Percentage share (%)
subjunctive	<b>all</b>	(S+SW)	<b>0</b>	<b>0.00%</b>
	present	(S)	0	0.00%
	<i>were</i>	(SW)	0	0.00%
indicative		(I)	<b>1</b>	<b>50.00%</b>
modal periphrasis	<b>all</b>	(M+W)	0	0.00%
	other than <i>will</i>	(M)	<b>0</b>	<b>0.00%</b>
ambiguous	<b>all</b>	(A)	<b>1</b>	<b>50.00%</b>
	<i>will</i>	(W)	0	0.00%
	other than <i>will</i>	(A-W)	1	50.00%
<b>SUM</b>			<b>2</b>	<b>100.00%</b>

Among nominal clauses, Moessner (2020: 150) also distinguishes nominal relative clauses (49 occurrences), among which two (2.08%) employ the subjunctive, 40 (81.64%)

the indicative, and seven (14.28%) modal verbs. However, due to the paucity of my data no conclusions can be drawn from this juxtaposition.

### 4.3.3.3 Relative clauses – an overview of findings

As mentioned at the beginning of Section 4.3.3, the subjunctive in relative clauses is generally not attested, with the exception of relative clauses which appear in the hypothetical context. Thus, the use of the subjunctive there is due to the hypotheticality present in a relative clause. Therefore, it does not come as a surprise that only one instance of an unambiguously subjunctive form has been found in the analysed translation. The majority of the clauses are ambiguous, predominantly between the indicative and subjunctive mood.

Table 4.21: An overview of the data concerning relative clauses

Type of clause	Subjunctive			Indicative (I)	Modal periphrasis		Ambiguous forms			Infinitive	SUM
	all (S+SW)	present (S)	were (SW)		all (M+W)	other than will (M)	all (A)	will (W)	other than will (A-W)		
Adnominal	1	0	1	16	11	7	22	4	18	0	46
%	2.2%	0.0%	2.2%	34.8%	23.9%	15.2%	47.8%	8.7%	39.1%	0.0%	100.0%
% in 45	2.1%	0.0%	2.1%	33.3%	22.9%	14.6%	45.8%	8.3%	37.5%	0.0%	95.8%
nor. p. 10000	2.8	0.0	2.8	44.5	30.6	19.5	61.2	11.1	50.0	0.0	127.9
Nominal	0	0	0	1	0	0	1	0	1	0	2
%	0.0%	0.0%	0.0%	50.0%	0.0%	0.0%	50.0%	0.0%	50.0%	0.0%	100.0%
% in 45	0.0%	0.0%	0.0%	2.1%	0.0%	0.0%	2.1%	0.0%	2.1%	0.0%	4.2%
nor. p. 10000	0.0	0.0	0.0	2.8	0.0	0.0	2.8	0.0	2.8	0.0	5.6
<b>SUM</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>17</b>	<b>11</b>	<b>7</b>	<b>23</b>	<b>4</b>	<b>19</b>	<b>0</b>	<b>48</b>
%	2.1%	0.0%	2.1%	35.4%	22.9%	14.6%	47.9%	8.3%	39.6%	0.0%	100%
nor. p. 10000	2.8	0.0	2.8	47.3	30.6	19.5	63.9	11.1	52.8	0.0	133.4

Chart 4.5: An overview of the data concerning relative clauses

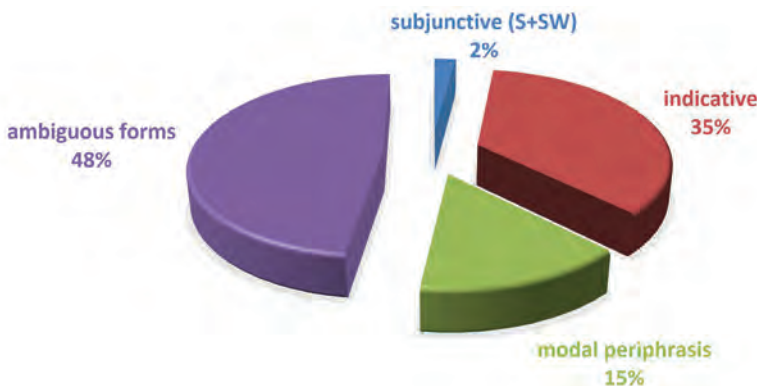
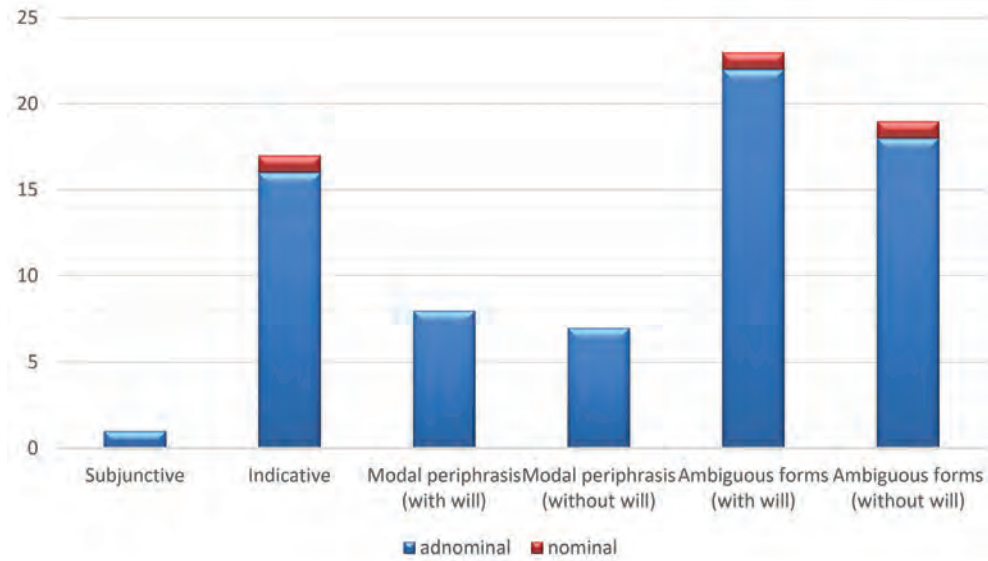


Chart 4.6: An overview of the data concerning relative clauses – the participation of different types of clauses in each verbal form



The number of ambiguous cases is substantially reduced when one excludes all plural forms from the analysis, which in practice means excluding 3rd person plural forms. The analysis of the remaining clauses (all in the 3rd person singular) is presented below in Table 4.22 and Charts 4.7-4.8. When approached from this perspective, the data are unambiguous. The default mood in these is the indicative.

Table 4.22: An overview of the data concerning relative clauses, limited to singular verb phrases

Type of clause	Subjunctive			Indicative (I)	Modal periphrasis		Ambiguous forms			Infinitive	SUM
	all (S+SW)	present (S)	were (SW)		all (M+W)	other than will (M)	all (A)	will (W)	other than will (A-W)		
Adnominal	1	0	1	16	6	3	4	3	1	0	24
%	4.2%	0.0%	4.2%	66.7%	25.0%	12.5%	16.7%	12.5%	4.2%	0.0%	100.0%
% in 22	4.0%	0.0%	4.0%	64.0%	24.0%	12.0%	16.0%	12.0%	4.0%	0.0%	96.0%
nor. p. 10000	2.8	0.0	2.8	44.5	16.7	8.3	11.1	8.3	2.8	0.0	66.7
Nominal	0	0	0	1	0	0	0	0	0	0	1
%	0.0%	0.0%	0.0%	100%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
% in 22	0.0%	0.0%	0.0%	4.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	4.0%
nor. p. 10000	0.0	0.0	0.0	2.8	0.0	0.0	0.0	0.0	0.0	0.0	2.8
<b>SUM</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>17</b>	<b>6</b>	<b>3</b>	<b>4</b>	<b>3</b>	<b>1</b>	<b>0</b>	<b>25</b>
%	4.0%	0.0%	4.0%	68.0%	24.0%	12.0%	16.0%	12.0%	4.0%	0.0%	100%
nor. p. 10000	2.8	0.0	2.8	47.3	16.7	8.3	11.1	8.3	2.8	0.0	69.5

Chart 4.7: An overview of the data concerning relative clauses, limited to singular verb phrases

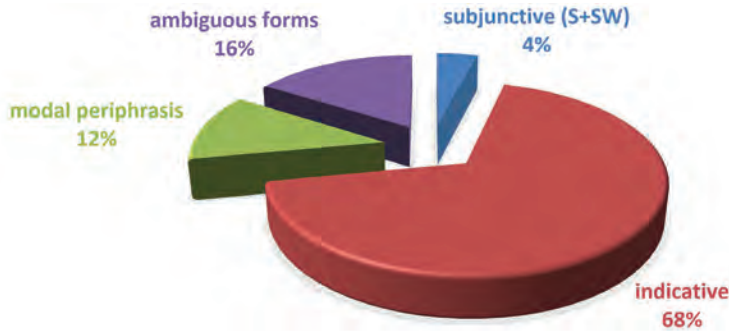
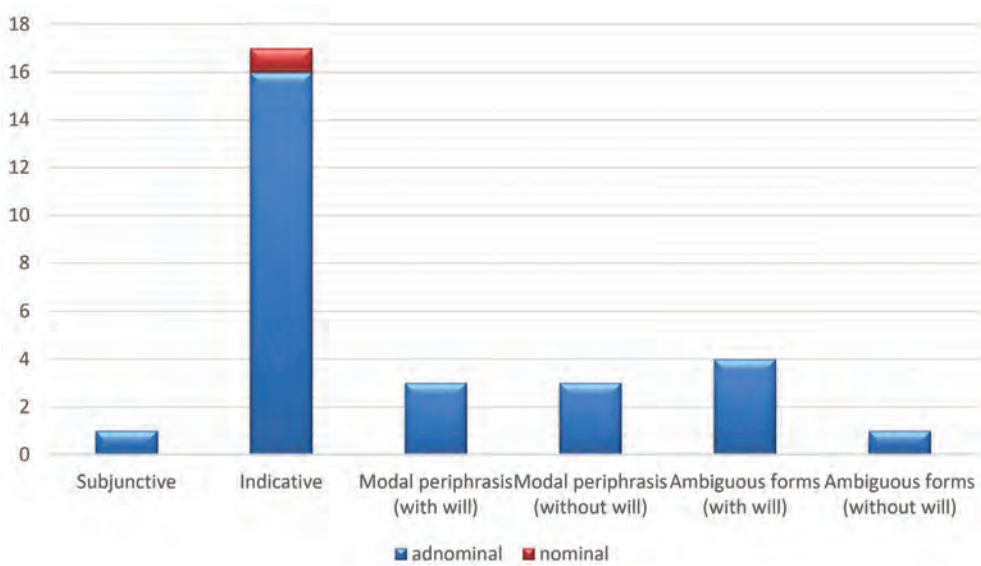


Chart 4.8: An overview of the data concerning relative clauses – the participation of different types of clauses in each verbal form, limited to singular verb phrases



As I have not found any studies investigating the use of the subjunctive in various types of relative clauses, in the broad understanding of the term, there are no data with which to juxtapose the present findings.

### 4.3.4 Nominal clauses

The last major category of subordinate clauses left to discuss here are nominal clauses, which can act as subjects, objects, complements and appositives. Structures with a nominal clause as a subject are, however, marked and were already rare in the ME period (Rissanen 1999: 282). Object clauses are the most common type of noun clauses (Rissanen 1999: 282), which seems natural as, being usually used with *verba dicendi* and *sentienti*, they allow one to express opinions, thoughts, wishes, etc., and communicate one's knowledge or other people's words. These are very frequent in texts which express someone's convictions on given topics, but also in those where someone else's words, opinions or actions are recounted, i.e. in contexts of reported speech. The text analysed here could potentially be a venue for such clauses but, as indicated earlier (Section 4.3.1.1), the constructions most commonly employed to prescribe certain types of behaviour or actions are conditional clauses. As explained in Section 3.3.2.4, nominal clauses are usually introduced by *that*, *wh*-pronouns and *lest* (Rissanen 1999: 284), but *if* is also used in this capacity. The zero link had already become common in nominal clauses in the late ME period and "gain[ed] ground rapidly" in the 16th century, being especially frequent in object clauses (Rissanen 1999: 284).

The use of the subjunctive in nominal clauses is limited to those contexts where some sort of doubt, wish, exhortation, request, etc. is conveyed, or where some uncertainty or unreality is implied, e.g. in reported speech (Rissanen 1999: 285), or to use Mustanoja's (1960 [2016]: 461) words, it is only used "when there is a need for indicating the presence of some kind of modal colour". Since the indicative was already "the prevailing mood in noun clauses" in the ME period, and it was becoming more and more common in this context throughout that period (Mustanoja 1960 [2016]: 461), it is hardly surprising that the number of subjunctive instances in these clauses in the analysed translation is very limited.

#### 4.3.4.1 Nominal clauses functioning as a subject

As mentioned above, subject clauses are not particularly common in PdE and they were already marked in the eMnE period. The subject clauses which can be found in the analysed translation represent either extraposed subject clauses or impersonal constructions. The former seems natural from the PdE perspective, as structures like these are still employed with verbs such as *seem* or *appear*, e.g. 'It seems / appears that she is enjoying herself', with anticipatory or expletive *it* in subject position. In contrast, impersonal constructions are not something observed in PdE. Moreover, the absence of an overtly expressed subject was "rare even in Old and Middle English" (Rissanen 1999: 250), and the presence of expletive *it* was already obligatory in eMnE even though there were some exceptions, one of these being the phrase *how chance*, which was approaching "the status of an adverb, but [was] obsolete by the end of the seventeenth century" (Rissanen 1999: 251). It is interesting to note that all instances of impersonal

constructions attested in the text carry a meaning similar to that expressed by *how chance*. They are introduced by *so be, so were, so may chaunce, chaunceth*. This semantic similarity might have induced the appearance of the impersonal construction, but the process did not operate across the board and some instances of these phrases follow the anticipatory *it*.

One thing which needs to be emphasised at this point is the fact that the semantics of these phrases, i.e. the hypotheticity they invoke, regardless of the presence or absence of the expletive *it*, is the factor that makes them conducive to the use of the subjunctive, which also appears in such environments. In fact, all instances of the subjunctive among the nominal clauses functioning as subjects are noted after these phrases, two of them being impersonal and two preceded by the expletive *it*.

In total, there are 24 nominal clauses functioning as subjects in the translation of the *Laws of Oléron* (cf. 123-135). They fall into several groups. The largest of them contains 11 clauses (45.83% of the data analysed here) which show the indicative. In seven instances the forms are ambiguous and they make up 29.17% of such clauses. Two clauses make use of modal periphrasis (8.33%), with the subjunctive being attested in the remaining four (16.67%) (cf. Table 4.23). Interestingly, all the clauses represent type (a) clauses in the typology adopted in Quirk *et al.* (1985: 1048-1049), i.e. “*that*-clauses, or subordinate declarative clauses”.

Table 4.23: Verbal forms in nominal clauses functioning as subjects

Type		Symbol	N° of occurrences	Percentage share (%)
subjunctive	<b>all</b>	(S+SW)	4	16.67%
	present	(S)	4	16.67%
	<i>were</i>	(SW)	0	0.00%
indicative		(I)	11	45.83%
modal periphrasis	<b>all</b>	(M+W)	2	8.33%
	other than <i>will</i>	(M)	2	8.33%
ambiguous	<b>all</b>	(A)	7	29.17%
	<i>will</i>	(W)	0	0.00%
	other than <i>will</i>	(A-W)	7	29.17%
<b>SUM</b>			<b>24</b>	<b>100.00%</b>

When the data are limited to the 3rd person singular forms (cf. Table 4.24), there are only 16 clauses to analyse. The number of the subjunctive clauses and those resorting to modal periphrasis remains stable, but their percentage share rises to 25% and 12.5%, respectively. The number of indicative clauses declines by one (cf. 130 above), constituting 62.5%. There are no instances of ambiguous forms in this interpretation of the data.

Table 4.24: Verbal forms in nominal clauses functioning as subjects, limited to 3rd person singular forms

Type		Symbol	N° of occurrences	Percentage share (%)
subjunctive	<b>all</b>	(S+SW)	<b>4</b>	<b>25.00%</b>
	present	(S)	4	25.00%
	<i>were</i>	(SW)	0	0.00%
indicative		(I)	<b>10</b>	<b>62.50%</b>
modal periphrasis	<b>all</b>	(M+W)	2	12.50%
	other than <i>will</i>	(M)	<b>2</b>	<b>12.50%</b>
ambiguous	<b>all</b>	(A)	<b>0</b>	<b>0.00%</b>
	<i>will</i>	(W)	0	0.00%
	other than <i>will</i>	(A-W)	0	0.00%
<b>SUM</b>			<b>16</b>	<b>100.00%</b>

The distribution of various structures is quite different in Moessner's (2020: 145) study, where of 242 eMnE subject clauses, 16.53% are in the subjunctive, 44.63% in the indicative, and 38.84% use modal verbs. These values would align with the data from Table 4.23, but the analysis in Moessner (2020) encompasses only 2nd- and 3rd-person singular data, which means that they should be juxtaposed with my data in Table 4.24. Moreover, it needs to be reiterated that Moessner's (2020) research covers the whole eMnE period, which could be a factor responsible for lower subjunctive frequency, as, on the whole, the use of the subjunctive diminished in the course of the period from 16.61% to 1.42% for all nominal clause types.

#### 4.3.4.2 Nominal clause functioning as a subject complement

The use of nominal clauses functioning as subject complements in this translation is nothing but scarce. There is only one such clause that can be taken into consideration here. It is given in (136) and employs the indicative. Were it not for the erroneous nature of the translation of Article 13 commented upon in Section 4.3.1.7, there would be one more clause of the type which could be discussed in this section (cf. 137). As it is, however, its unintelligibility prevents me from taking it into consideration in the study.

The dearth of the data for nominal clauses functioning as subject complements makes it futile to present them in a graphic form. In Moessner's (2020: 145) study, clauses functioning as subject complements are also very rare (only 17), and not a single one of them makes use of the subjunctive.

#### 4.3.4.3 Nominal clauses functioning as an object

As stated at the beginning of Section 4.3.4, the most common type of noun clauses is the object clause (Rissanen 1999: 282) due to their usage in contexts where one expresses opinions, thoughts, or wishes, etc., communicates some information or passes on someone else's words. However, the analysed translation goes counter to this general trend, and does not provide many instances of object clauses, even though the subject matter

does not seem to disfavour their occurrence. Moreover, those few that can be found there do not appear to be especially conducive to the use of the subjunctive. This could have been expected based on the discussion in Rissanen (1999: 285), who states the use of the subjunctive in object clauses, in typically subjunctive contexts, i.e. those expressing doubt, wishes, exhortations, requests, etc., is far outweighed by modal periphrasis. This general tendency is not observed in the analysed text either. In sum, those rare instances of object clauses which exhibit typically subjunctive contexts do not predominantly employ modal periphrasis either.

As regards the relatively low number of object clauses in the translation, it certainly partially stems from the fact that it is not a text which aims at discussing people's doubts, wishes or requests. On the other hand, in a set of judgements enforcing certain behavioural patterns and pointing to solutions in troublesome situations, one would expect to find an ample number of nominal object clauses expressing exhortations. Yet this is not so. The use of the structures which are the venue for the mandative subjunctive of the "I demand that he go" type is thus very limited. The judgements are usually conveyed, as mentioned in Section 4.1, 4.3.1.1 and 4.3.4, by means of conditional clauses.

All straightforward occurrences of the nominal object clauses found in the text – nine to be precise – are presented in (138)-(144) in Appendix I. Among these are five indicative clauses, two making use of ambiguous forms, one employing a modal verb and one in the subjunctive mood. As far as the classification offered in Quirk *et al.* (1985: 1048-1049) is concerned, two clauses (138)-(139) represent their type (d), "nominal relative clauses" (cf. Section 4.3.3.2), four clauses (140)-(142) are of type (a), "that-clauses, or subordinate declarative clauses", and two – those in (143)-(144) – of type (b), "subordinate interrogative clauses". These two clauses are, in fact, of two subtypes, one is a *wh*-interrogative clause (143), whereas the other is a *yes-no* interrogative clause (144).

It goes without saying that the majority of the sentences are instances of reported speech or questions. Due to the methodological decisions stemming predominantly from the attempt to present the data in a form in which they would be most conducive to comparison and juxtaposition with the data and theoretical descriptions pertaining to the use of the subjunctive in the eMnE period, they are not classified here from this perspective. However, it is of interest to note that even this approach would appear to allow me to present here all instances of reported speech found in the translation. The clauses listed so far, however, differ from those which follow in (145)-(151) in one conspicuous respect: while the former are representatives of indirect speech, the latter are instances of direct speech. Even more interestingly, in some cases the differentiation between direct and indirect speech is tenuous. The clauses in (145)-(151) are listed following Quirk *et al.*'s (1985: 1022 and 1025) analysis, according to which, from a syntactic point of view, both types of reported speech appear to fulfil the same syntactic functions, typically that of the object, as is the case here, but not always.<sup>18</sup> However, as stated in Quirk *et al.* (1985: 1023), an alternative treatment of reported direct speech

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18. They can also function as extraposed subjects and subject complements (Quirk *et al.* 1985: 1025).

can be offered: “we can view the reporting clause as subordinate, functioning as an adverbial”. This uncertainty as to their treatment is the main reason for a separate presentation of these clauses, even though they are included in the analysis of the use of the subjunctive. One further remark is in order here. The list of reported speech contexts is exhaustive now, but only as far as finite clauses are concerned – instances of infinitives or verbless noun phrases were disregarded for obvious reasons.

As mentioned above, some of the clauses presented are phrased in a way which makes their status ambiguous: they could be instances of either direct or indirect speech.<sup>19</sup> The clauses in question are (I70) and (A71). It could be postulated that *that* was simply omitted in them and the zero link used instead, which would make it more suitable to list these sentences among those given further below. However, this could only be the case if the graphic presentation of the clauses, i.e. the preceding punctuation marks, were to be ignored.

If one looks carefully at the instances of indirect speech, it is easy to spot the difference between them and the clauses in (145)-(151) – punctuation marks of any sort are missing in the former. Certainly, punctuation marks need not indicate direct-speech status of the clauses, but they could prompt such an interpretation.<sup>20</sup> The remaining instances of direct speech all employ some graphic means, i.e. punctuation marks, of setting quoted utterances apart from the rest of the text. The symbols used there are not uniform, but it should not come as a surprise in light of the fact that the edition dates back to 1536, i.e. not long after the introduction of the printing press to England (1476), and “there was no standardization in the forms of these marks before the dissemination of printing types” (Parkes 1992: 41).<sup>21</sup> The use of a given punctuation mark could vary both between printers, between different texts of the same printers (Parkes 1992: 50) and even within a single text (Parkes 1992: 51).

It has to be emphasised that for centuries the functions of symbols used by scribes did not relate to absolute, fixed values, but were decoded in relation to the other symbols employed within the same text and the text itself (Clemens and Graham 2007: 82). It took time to establish a widely accepted uniform system of punctuation.

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19. Culpeper and Kytö (2010 [2014]: 56-57) mention a similar difficulty in distinguishing between direct and indirect speech, albeit on a larger scale and in a much more complex context, i.e. that of eMnE spoken face-to-face conversation set down in writing. Their solution is to decide on one reading, admitting that it “is one interpretation among other possible analyses” (Culpeper and Kytö 2010 [2014]: 57).

20. Culpeper and Kytö (2010 [2014]: 74) are of the opinion that the presence of punctuation marks does not provide reliable grounds to assume direct status of reported speech at all times. In fact, “the uncertainty of Early Modern English punctuation means that no such effect can easily be assumed” (Culpeper and Kytö 2010 [2014]: 74). Moreover, following Leech and Short’s (1981 [2007]) definition of the ‘free indirect speech’, a mixture of direct and indirect features, Culpeper and Kytö (2010 [2014]: 75) would rather use functional than formal criteria to distinguish between the different types of reported speech.

21. Note also that there was no stable spelling system at the time, as it evolved only between 1550 and 1650 (Scragg 1974: 67). The types were initially cut for the exclusive use of individual printers, thus variation was still great, but “[b]y the second quarter of the sixteenth century most printers had ceased to cast their own types” and instead acquired them either from other printing houses or from type founders (Parkes 1992: 51).

It is believed that for a long time the main task of these symbols was to “aid oral delivery of a text” (Clemens and Graham 2007: 82), with “the use of logical punctuation increas[ing] in the seventeenth century” (Görlach 1991: 58). Thus, the use of punctuation marks represents in itself “a shift in perception from the texts being primarily oral performances to being written documents”, as they were supposed to “facilitat[e] silent reading” (Bland 2010: 11). However, there are grounds for claiming that this is an oversimplification. An analysis of thirty handbooks from the 16th and 17th centuries conducted by Rodríguez Álvarez (2010) demonstrates that the semantic, syntactic, elocutionary and breathing-facilitating functions of punctuation did, in fact, conflate in the minds of contemporary schoolmasters and were not mutually exclusive. As pointed out by Rodríguez Álvarez (1998: 125), an awareness of the multifunctional character of punctuation can already be discerned in a 15th-century tract. Therefore, it cannot be excluded that the author of the analysed translation used punctuation marks in this multifunctional manner.

The symbols used in the text to introduce direct quotes differ. In the majority of instances of unambiguously direct speech, what we now call full stops <.> introduce the quotation, cf. (147), (148), (150) and (151). The full stop was known in the Middle Ages as *punctus* and it established itself in the course of the 12th century as “the most common mark of punctuation [...] used to indicate all kinds of pauses, to introduce quotations, and to separate” (Parkes 1992: 42), which corroborates the assumption that clause (M25) in (148) is a direct speech occurrence. The sentence in (145) employs a comma (,), a 16th-century innovation, first used in England in a book from 1521 to introduce direct speech (Reimer 1998 [2017]: online). It is, therefore, highly likely that the remaining sentences presented above which make use of a comma or a slash are also instances of direct speech, since the slash is the ancestor of the comma. This symbol, i.e. the slash, started off as *suspensivus* or *virgula suspensiva* at the turn of the 13th century in the works of the scholastic author Buoncompagno, and made its way “into the general repertory of punctuation” used to “indicate medial pauses” (Parkes 1992: 46) late in the Middle Ages (Clemens and Graham 2007: 86). As stated in Parkes (1992: 46), “[b]ecause of the overlaps of functions of the *virgula suspensiva* and the *punctus*, these two marks could be used interchangeably”. This last remark seems to provide further corroboration for my interpretation of the data and the treatment of all of the above examples as instances of direct speech.<sup>22</sup>

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22. Interestingly, in her study of thirteen editions of the *Kalender of Shepherdes*, Rutkowska (2013: 89-90) notes that while the full stop enjoyed high frequency in all of the editions analysed (spanning a century and a half, i.e. 1506-1656), *virgula suspensiva*, being initially the second most frequent punctuation mark, managed to double its frequency only to completely disappear sometime in the second quarter of the 16th century. It was replaced wholesale by the comma, which had not been attested in these texts before and whose frequency rose even further, enjoying an unquestioned priority as far as the most common punctuation mark is concerned. Certainly, printers’ preferences played a major role in these changes, but it has to be borne in mind that these, in turn, were influenced by changing attitudes and trends. Thus, particular as these tendencies are for the texts analysed by Rutkowska (2013), they cannot be discarded as uninformative of the general shift in moods in the area of punctuation, especially taking into account

When it comes to the numerical and percentage data concerning the use of the different grammatical constructions in object clauses, these are given in Table 4.25. As much as 45% of them are in the indicative mood, while 25% are ambiguous. The subjunctive, imperative and modal verbs each make up 10%.

Table 4.25: Verbal forms in nominal clauses functioning as objects

Type		Symbol	N° of occurrences	Percentage share (%)
subjunctive	<b>all</b>	(S+SW)	<b>2</b>	<b>10.00%</b>
	present	(S)	1	5.00%
	<i>were</i>	(SW)	1	5.00%
indicative		(I)	<b>9</b>	<b>45.00%</b>
modal periphrasis	<b>all</b>	(M+W)	5	25.00%
	other than <i>will</i>	(M)	<b>2</b>	<b>10.00%</b>
ambiguous	<b>all</b>	(A)	<b>5</b>	<b>25.00%</b>
	<i>will</i>	(W)	3	15.00%
	other than <i>will</i>	(A-W)	2	10.00%
imperative		(Imp)	<b>2</b>	<b>10.00%</b>
<b>SUM</b>			<b>20</b>	<b>100.00%</b>

In the alternative treatment, i.e. when the data are limited to singular forms<sup>23</sup> (cf. Table 4.26), there are only 14 clauses to analyse. The percentage share of the indicative rises to 57.14%, even though there is one fewer clause of the type. The use of the imperative, subjunctive and modal verbs increases as well, to 14.29% in each case, but the number of their instances remains the same.

Table 4.26: Verbal forms in nominal clauses functioning as objects, limited to singular forms

Type		Symbol	N° of occurrences	Percentage share (%)
subjunctive	<b>all</b>	(S+SW)	<b>2</b>	<b>14.29%</b>
	present	(S)	1	7.14%
	<i>were</i>	(SW)	1	7.14%
indicative		(I)	<b>8</b>	<b>57.14%</b>
modal periphrasis	<b>all</b>	(M+W)	2	14.29%
	other than <i>will</i>	(M)	<b>2</b>	<b>14.29%</b>
ambiguous	<b>all</b>	(A)	<b>0</b>	<b>0.00%</b>
	<i>will</i>	(W)	0	0.00%
	other than <i>will</i>	(A-W)	0	0.00%
imperative		(Imp)	<b>2</b>	<b>14.29%</b>
<b>SUM</b>			<b>14</b>	<b>100.00%</b>

the fact that the editions come from various printers, one of them, John Waley, being a printer of one of the later editions of *The rutter of the sea*.

23. As explained in Section 3.2, there are four instances of 2nd person forms, three of them plural (I68, A72 (W16) and A73 (W17)), one singular (Imp2), and all of them belong to the category of object clauses.

In the case of object clauses, a comparison of my data from Table 4.26 with those from Moessner's (2020: 145) research seems to indicate that the percentage share of various structures diverge quite significantly between the two, but that the dominant mood in both cases is the indicative. In Moessner's (2020) study, 6.20% of the data are in the subjunctive, 67.36% in the indicative, 3.10% in the imperative and 23.34% opt for modals.

#### 4.3.4.4 Appositive nominal clause

The last type of clause, and at the same time the very last clause, which needs to be listed here is the nominal clause in the function of an appositive. This represents the other type of finite noun-phrase postmodifiers alongside nominal relative clauses (Quirk *et al.* 1985: 1244). The clause in question is given in (152) and makes use of the indicative.

In Moessner's (2020: 145) work, 8.11% of NP complement clauses, referred to as appositive clauses in this study, employ the subjunctive, 67.57% the indicative and 24.32% modal verbs. Unfortunately, no comparisons can be drawn here as there is only one appositive clause in my corpus.

#### 4.3.4.5 Nominal clauses – an overview of findings

The data for nominal clauses functioning as subjects, subject complements, objects and appositives have already been presented and discussed in their respective sections. It is already evident there that the use of the subjunctive in nominal clauses is – in contrast to the findings for adverbial clauses – quite low. The data are given again, this time jointly, in Table 4.27 and Charts 4.9 and 4.10 on the following pages.

The data pertaining to object and subject clauses is comparable in terms of both the number of instances of the relevant clauses and of their employment of the indicative (45% vs. 45.8%, respectively), modal verbs (10% vs. 8.3%) or ambiguous forms (25% vs. 29.2%). The differences lie in the use of the imperative in object clauses (10%), the higher percentage share of the subjunctive in subject clauses, 16.7% as opposed to 10% in object clauses, and the type of ambiguous forms. With respect to the last of these listed divergences, it needs to be emphasised that if the treatment accorded to *will* were different, object clauses would note 25% of modal structures. In fact, the divergences concerning the ambiguous forms, but also the use of the imperatives, are motivated by the methodology adopted, i.e. the treatment of *will* and the decision to include instances of direct speech in this analysis. As regards the use of the subjunctive – which was not expected to be especially high in these clauses (Rissanen 1999: 285) – it is interesting to observe its higher frequency in subject clauses when one takes into account their general rarity (Rissanen 1999: 282).

Table 4.27: An overview of the data concerning nominal clauses

Type of clause	Subjunctive			Indicative (I)	Modal periphrasis		Ambiguous forms			Imperative	SUM
	all (S+SW)	present (S)	were (SW)		all (M+W)	other than will (M)	all (A)	will (W)	other than will (A-W)		
Subject	4	4	0	11	2	2	7	0	7	0	<b>24</b>
%	16.7%	16.7%	0.0%	45.8%	8.3%	8.3%	29.2%	0.0%	29.2%	0.0%	100.0%
% in 46	8.7%	8.7%	0.0%	23.9%	4.3%	4.3%	15.2%	0.0%	15.2%	0.0%	52.2%
nor. p. 10000	11.1	11.1	0.0	30.6	5.6	5.6	19.5	0.0	19.5	0.0	66.7
Subject complement	0	0	0	1	0	0	0	0	0	0	<b>1</b>
%	0.0%	0.0%	0.0%	100%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
% in 46	0.0%	0.0%	0.0%	2.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	2.2%
nor. p. 10000	0.0	0.0	0.0	2.8	0.0	0.0	0.0	0.0	0.0	0.0	2.8
Object	2	1	1	9	5	2	5	3	2	2	<b>20</b>
%	10.0%	5.0%	5.0%	45.0%	25.0%	10.0%	25.0%	15.0%	10.0%	10.0%	100.0%
% in 46	4.3%	2.2%	2.2%	19.6%	10.9%	4.3%	10.9%	6.5%	4.3%	4.3%	43.5%
nor. p. 10000	5.6	2.8	2.8	25.0	13.9	5.6	13.9	8.3	5.6	5.6	55.6
Appositive	0	0	0	1	0	0	0	0	0	0	<b>1</b>
%	0.0%	0.0%	0.0%	5.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	5.0%
% in 46	0.0%	0.0%	0.0%	2.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	2.2%
nor. p. 10000	0.0	0.0	0.0	2.8	0.0	0.0	0.0	0.0	0.0	0.0	2.8
<b>SUM</b>	<b>6</b>	<b>5</b>	<b>1</b>	<b>22</b>	<b>7</b>	<b>4</b>	<b>12</b>	<b>3</b>	<b>9</b>	<b>2</b>	<b>46</b>
%	<b>13.0%</b>	<b>10.9%</b>	<b>2.2%</b>	<b>47.8%</b>	<b>15.2%</b>	<b>8.7%</b>	<b>26.1%</b>	<b>6.5%</b>	<b>19.6%</b>	<b>4.3%</b>	<b>100%</b>
<b>nor. p. 10000</b>	<b>16.7</b>	<b>13.9</b>	<b>2.8</b>	<b>61.2</b>	<b>19.5</b>	<b>11.1</b>	<b>33.4</b>	<b>8.3</b>	<b>25.0</b>	<b>5.6</b>	<b>127.9</b>

Chart 4.9: An overview of the data concerning nominal clauses

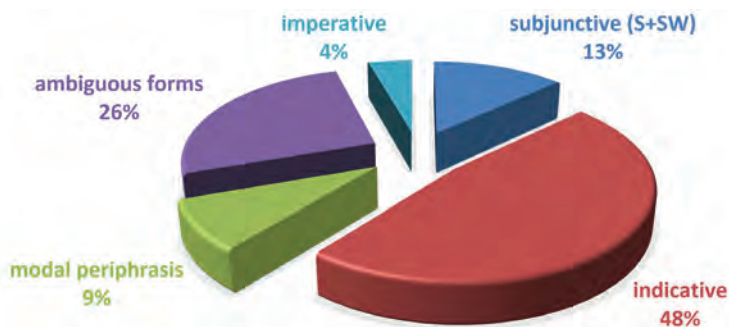


Chart 4.10: An overview of the data concerning nominal clauses – the participation of different types of clauses in each verbal form

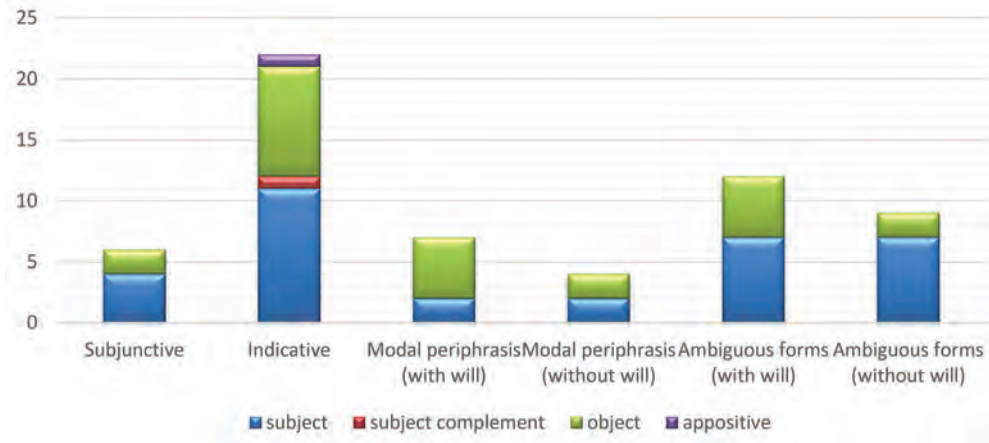


Table 4.28 and Charts 4.11-4.12 gather together the data for the analysis limited to singular verb forms. In this interpretation, the divergences are limited to the presence of imperatives in object clauses, and the use of the subjunctive which becomes much more pronounced in percentage terms as the total number of analysed clauses declines.

Table 4.28: An overview of the data concerning nominal clauses, limited to singular verb phrases

Type of clause	Subjunctive			Indicative (I)	Modal periphrasis		Ambiguous forms			Imperative	SUM
	all (S+SW)	present (S)	were (SW)		all (M+W)	other than will (M)	all (A)	will (W)	other than will (A-W)		
Subject	4	4	0	10	2	2	0	0	0	0	<b>16</b>
%	25.0%	25.0%	0.0%	62.5%	12.5%	12.5%	0.0%	0.0%	0.0%	0.0%	100.0%
% in 32	12.5%	12.5%	0.0%	31.3%	6.3%	6.3%	0.0%	0.0%	0.0%	0.0%	50.0%
nor. p. 10000	11.1	11.1	0.0	27.8	5.6	5.6	0.0	0.0	0.0	0.0	44.5
Subject complement	0	0	0	1	0	0	0	0	0	0	<b>1</b>
%	0.0%	0.0%	0.0%	100%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
% in 32	0.0%	0.0%	0.0%	3.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	3.1%
nor. p. 10000	0.0	0.0	0.0	2.8	0.0	0.0	0.0	0.0	0.0	0.0	2.8
Object	2	1	1	8	2	2	0	0	0	2	<b>14</b>
%	14.3%	7.1%	7.1%	57.1%	14.3%	14.3%	0.0%	0.0%	0.0%	14.3%	100.0%
% in 32	6.3%	3.1%	3.1%	25.0%	6.3%	6.3%	0.0%	0.0%	0.0%	6.3%	43.8%
nor. p. 10000	5.6	2.8	2.8	22.2	5.6	5.6	0.0	0.0	0.0	5.6	38.9

Type of clause	Subjunctive			Indicative (I)	Modal periphrasis		Ambiguous forms			Imperative	SUM
	all (S+SW)	present (S)	were (SW)		all (M+W)	other than will (M)	all (A)	will (W)	other than will (A-W)		
Appositive	0	0	0	1	0	0	0	0	0	0	1
%	0.0%	0.0%	0.0%	7.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	7.1%
% in 32	0.0%	0.0%	0.0%	3.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	3.1%
nor. p. 10000	0.0	0.0	0.0	2.8	0.0	0.0	0.0	0.0	0.0	0.0	2.8
<b>SUM</b>	<b>6</b>	<b>5</b>	<b>1</b>	<b>20</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>32</b>
%	<b>18.8%</b>	<b>15.6%</b>	<b>3.1%</b>	<b>62.5%</b>	<b>12.5%</b>	<b>12.5%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>6.3%</b>	<b>100%</b>
nor. p. 10000	<b>16.7</b>	<b>13.9</b>	<b>2.8</b>	<b>55.6</b>	<b>11.1</b>	<b>11.1</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>5.6</b>	<b>89.0</b>

Chart 4.11: An overview of the data concerning nominal clauses, limited to singular verb phrases

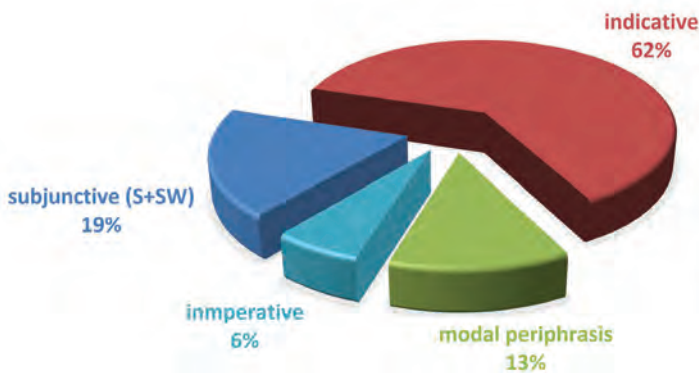
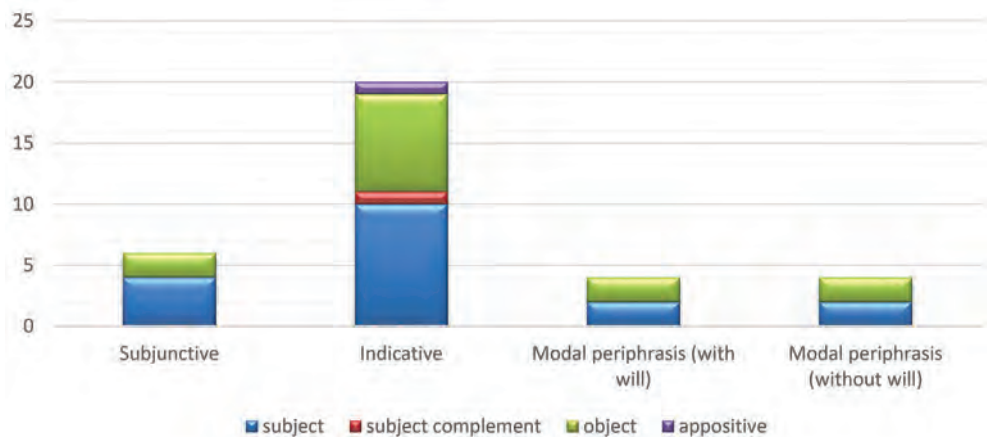


Chart 4.12: An overview of the data concerning nominal clauses – the participation of different types of clauses in each verbal form



The data presented in Section 4.3.4 can be juxtaposed with those from Moessner's (2020: 142) extensive study of the (2nd- and 3rd-person) data from the *Helsinki Corpus* and one needs to admit that they align very closely. When one looks at the results obtained for the 1500-1570 period, 16.61% of Moessner's (2020: 142) nominal data consist of subjunctive clauses (as opposed to 18.8% here), 62.03% of indicative clauses (vs. 62.5% here), 3.39% of imperative clauses (vs. 6.3% here) and 17.97% of clauses use modal verbs (vs. 12.5% here). Therefore, one could conclude that the mood choices made by the translator in nominal clauses reflect the overall tendencies in this respect noted for the period in question.

### 4.3.5 Overview of the findings

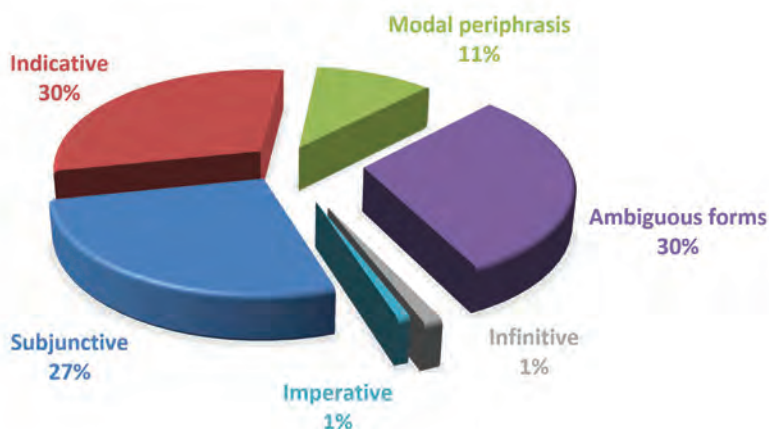
It is the objective of the present section to show all the data which have been the subject of analysis in Section 4.3 from a more general perspective. In other words, instead of concentrating on the different sub-types of adverbial or nominal clauses, only the four major clause types are juxtaposed here, i.e. adverbial, comparative, relative and nominal clauses. It needs to be emphasised here that, as explained in Section 4.3.3, nominal relative clauses are not treated as relative clauses and are classified, on the basis of their syntactic characteristics, as nominal clauses. Should a closer look at these clauses be needed, the relevant section (Section 4.3.3.2) of this chapter should be consulted.

Table 4.29: Overview of the data for all of the analysed subordinate clauses

Type of clause	Subjunctive			Indicative	Modal periphrasis		Ambiguous forms			Infinitive	Imperative	ALL such clauses
	all (S+SW)	present (S)	were (SW)		all (M+W)	other than will (M)	all (A)	will (W)	other than will (A-W)			
<b>Adverbial</b>	56	54	2	32	22	12	37	10	27	3	0	<b>140</b>
% in such cl.	40.0%	38.6%	1.4%	22.9%	15.7%	8.6%	26.4%	7.1%	19.3%	2.1%	0.0%	100.0%
% in all cl.	23.7%	22.9%	0.8%	13.6%	9.3%	5.1%	15.7%	4.2%	11.4%	1.3%	0.0%	59.3%
nor. p. 10000	155.7	150.1	5.6	89.0	61.2	33.4	102.9	27.8	75.1	8.3	0.0	389.2
% in SUM	89%	92%	50%	45%	52%	48%	51%	59%	49%	100%	0%	59%
<b>Comparative</b>	0	0	0	1	2	2	1	0	1	0	0	<b>4</b>
% in such cl.	0.0%	0.0%	0.0%	25.0%	50.0%	50.0%	25.0%	0.0%	25.0%	0.0%	0.0%	100.0%
% in all cl.	0.0%	0.0%	0.0%	0.4%	0.8%	0.8%	0.4%	0.0%	0.4%	0.0%	0.0%	1.7%
nor. p. 10000	0.0	0.0	0.0	2.8	5.6	5.6	2.8	0.0	2.8	0.0	0.0	11.1
% in SUM	0%	0%	0%	1%	5%	8%	1%	0%	2%	0%	0%	2%
<b>Relative</b>	1	0	1	16	11	7	22	4	18	0	0	<b>46</b>
% in such cl.	2.2%	0.0%	2.2%	34.8%	23.9%	15.2%	47.8%	8.7%	39.1%	0.0%	0.0%	100.0%
% in all cl.	0.4%	0.0%	0.4%	6.8%	4.7%	3.0%	9.3%	1.7%	7.6%	0.0%	0.0%	19.5%
nor. p. 10000	2.8	0.0	2.8	44.5	30.6	19.5	61.2	11.1	50.0	0.0	0.0	127.9
% in SUM	2%	0%	25%	23%	26%	28%	31%	24%	33%	0%	0%	19%

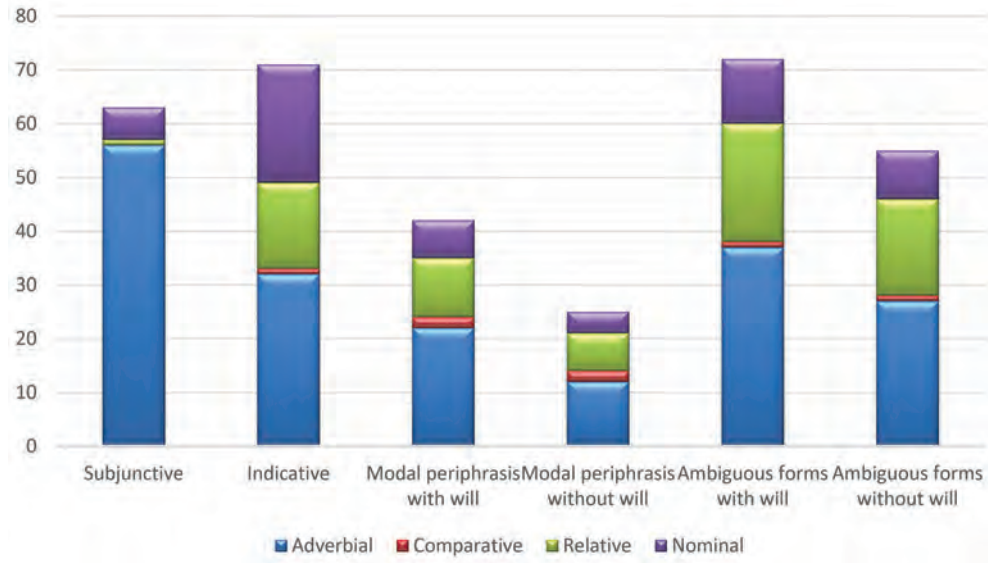
Type of clause	Subjunctive			Indicative	Modal periphrasis		Ambiguous forms			Infinitive	Imperative	ALL such clauses
	all (S+SW)	present (S)	were (SW)		all (M+W)	other than will (M)	all (A)	will (W)	other than will (A-W)			
Nominal	6	5	1	22	7	4	12	3	9	0	2	46
% in such cl.	13.0%	10.9%	2.2%	47.8%	15.2%	8.7%	26.1%	6.5%	19.6%	0.0%	4.3%	100.0%
% in all cl.	2.5%	2.1%	0.4%	9.3%	3.0%	1.7%	5.1%	1.3%	3.8%	0.0%	0.8%	19.5%
nor. p. 10000	16.7	13.9	2.8	61.2	19.5	11.1	33.4	8.3	25.0	0.0	5.6	127.9
% in SUM	10%	8%	25%	31%	17%	16%	17%	18%	16%	0%	100%	19%
<b>SUM</b>	<b>63</b>	<b>59</b>	<b>4</b>	<b>71</b>	<b>42</b>	<b>25</b>	<b>72</b>	<b>17</b>	<b>55</b>	<b>3</b>	<b>2</b>	<b>236</b>
% in all cl.	27%	25%	2%	30%	18%	11%	31%	7%	23%	1%	1%	100%
nor. p. 10000	175.1	164.0	11.1	197.4	116.8	69.5	200.2	47.3	152.9	8.3	5.6	656.1

Chart 4.13: Overview of the data for all of the analysed subordinate clauses



The percentage share of the subjunctive, indicative and non-distinctive, i.e. ambiguous, forms in the data is ca. 30% (for each), with modal verbs taking up ca. 11% and imperatives and infinitives constituting 1% each. If, however, one were to classify all instances of *will* as modal periphrasis, which, as explained in Section 3.2, is not unwarranted, the frequency of modal verbs would increase to 18%, inducing a decline in ambiguous forms to 23%. Not surprisingly, ca. 90% of all subjunctive uses stems from their employment in adverbial clauses, and, more precisely, in conditional clauses (cf. Section 4.3.1.1). One can also note a pattern of increasing percentage share of the indicative, progressing from adverbial clauses (ca. 23%), through comparative (25%) and relative (ca. 35%), to nominal clauses (ca. 48%). The use of modal verbs is similar in adverbial and nominal clauses (ca. 9% or 15%, depending on the treatment of *will*), but higher in relative clauses (ca. 15% or 24%). Ambiguous clauses make up

Chart 4.14: The participation of different types of clauses in each verbal form



ca. 25% (ca. 20% if *will*-instances are excluded) of all clause types, with the exception of relative clauses where they constitute ca. 48% (or ca. 39%).

The general correlations between the values are only slightly altered when the analysis is limited to singular verb phrases (cf. Table 4.30 and Charts 4.15-4.16). Obviously, the major differences lie in the higher figures for the subjunctive and indicative clauses. But there are interesting observations to be made elsewhere as well. For instance, in this interpretation the indicative used in relative clauses gains in prominence, exceeding its participation in nominal clauses.

Table 4.30: Overview of the data for all of the subordinate clauses analysed, limited to singular verb phrases

Type of clause	Subjunctive			Indicative	Modal periphrasis		Ambiguous forms			Infinitive	Imperative	ALL such clauses
	all (S+SW)	present (S)	were (SW)		all (M+W)	other than will (M)	all (A)	will (W)	other than will (A-W)			
Adverbial	56	54	2	31	13	8	5	5	0	0	0	100
% in such cl.	56.0%	54.0%	2.0%	31.0%	13.0%	8.0%	5.0%	5.0%	0.0%	0.0%	0.0%	100.0%
% in all cl.	35.2%	34.0%	1.3%	19.5%	8.2%	5.0%	3.1%	3.1%	0.0%	0.0%	0.0%	62.9%
nor. p. 10000	155.7	150.1	5.6	86.2	36.1	22.2	13.9	13.9	0.0	0.0	0.0	278.0
% in SUM	89%	92%	50%	46%	52%	47%	56%	63%	0%	0%	0%	63%

Type of clause	Subjunctive			Indicative	Modal periphrasis		Ambiguous forms			Infinitive	Imperative	ALL such clauses
	all (S+SW)	present (S)	were (SW)		all (M+W)	other than will (M)	all (A)	will (W)	other than will (A-W)			
Comparative	0	0	0	1	2	2	0	0	0	0	0	3
% in such cl.	0.0%	0.0%	0.0%	33.3%	66.7%	66.7%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
% in all cl.	0.0%	0.0%	0.0%	0.6%	1.3%	1.3%	0.0%	0.0%	0.0%	0.0%	0.0%	1.9%
nor. p. 10000	0.0	0.0	0.0	2.8	5.6	5.6	0.0	0.0	0.0	0.0	0.0	8.3
% in SUM	0%	0%	0%	1%	8%	12%	0%	0%	0%	0%	0%	2%
Relative	1	0	1	16	6	3	4	3	1	0	0	24
% in such cl.	4.2%	0.0%	4.2%	66.7%	25.0%	12.5%	16.7%	12.5%	4.2%	0.0%	0.0%	100.0%
% in all cl.	0.6%	0.0%	0.6%	10.1%	3.8%	1.9%	2.5%	1.9%	0.6%	0.0%	0.0%	15.1%
nor. p. 10000	2.8	0.0	2.8	44.5	16.7	8.3	11.1	8.3	2.8	0.0	0.0	66.7
% in SUM	2%	0%	25%	24%	24%	18%	44%	38%	100%	0%	0%	15%
Nominal	6	5	1	20	4	4	0	0	0	0	2	32
% in such cl.	18.8%	15.6%	3.1%	62.5%	12.5%	12.5%	0.0%	0.0%	0.0%	0.0%	6.3%	100.0%
% in all cl.	3.8%	3.1%	0.6%	12.6%	2.5%	2.5%	0.0%	0.0%	0.0%	0.0%	1.3%	20.1%
nor. p. 10000	16.7	13.9	2.8	55.6	11.1	11.1	0.0	0.0	0.0	0.0	5.6	89.0
% in SUM	10%	8%	25%	29%	16%	24%	0%	0%	0%	0%	100%	20%
<b>SUM</b>	63	59	4	68	25	17	9	8	1	0	2	159
% in all cl.	40%	37%	3%	43%	16%	11%	6%	5%	1%	0%	1%	100%
nor. p. 10000	175.1	164.0	11.1	189.0	69.5	47.3	25.0	22.2	2.8	0.0	5.6	442.0

Chart 4.15: Overview of the data for all of the subordinate clauses analysed, limited to singular verb phrases

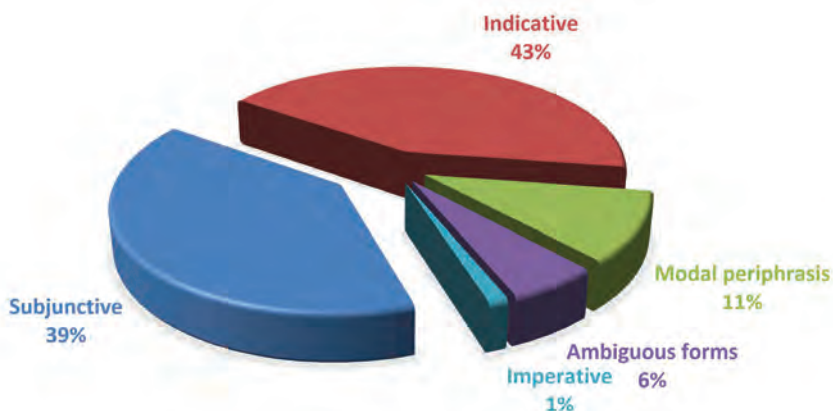
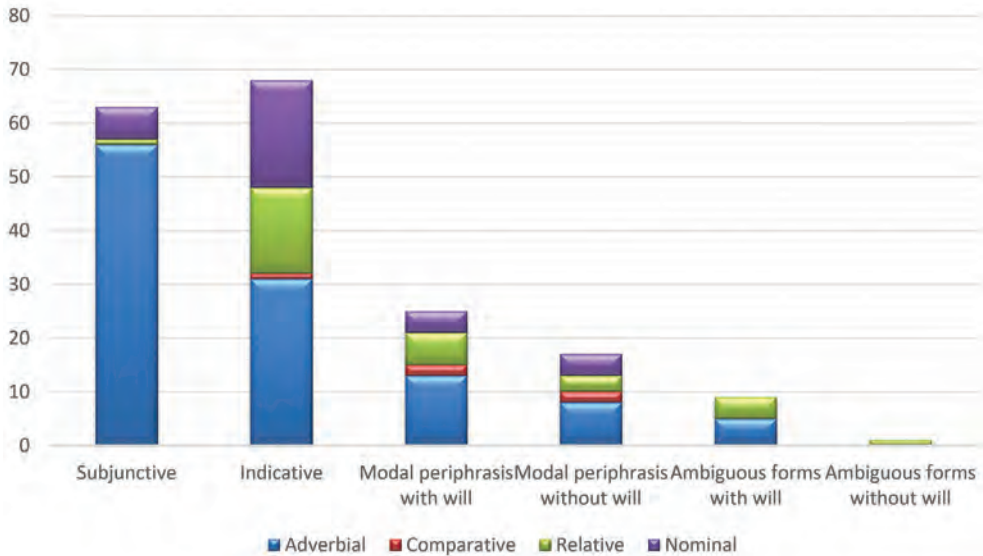


Chart 4.16: The participation of different types of clauses in each verbal form, limited to singular verb phrases



## 4.4 Conclusion

The purpose of the present chapter was two-fold: first, to analyse the data concerning the use of the subjunctive in various types of clauses in which it was attested at least at some point in the history of English, and secondly, to juxtapose these results with the standard accounts of the history of English and empirical studies concerning the use of this particular mood in the relevant (eMnE) period.

Since the treatment accorded non-dependent clauses differs from that given to dependent clauses, no frequency data can be obtained for non-dependent clauses and only three instances of the use of the subjunctive were noted there (cf. Section 4.2). In contrast, numerical and percentage data are given for all dependent clause types attested in the *Laws of Oléron*.

The major findings of this chapter are that – as expected on the basis of the available literature – the highest frequency of the subjunctive was noted among clauses of condition (51 occurrences – 59% of such clauses). The next most common context for the use of the subjunctive in the relevant period is clauses of concession, but such clauses are not present in the text. Clauses of time – which were still one of the viable contexts for subjunctive use – employ the mood only three times (ca. 17%). There are

only two other instances of the subjunctive among adverbial clauses: one in clauses of purpose, and the other in clauses of manner. While the former is not surprising, given that the subjunctive was still in widespread use there, the latter is unexpected due to the fact that clauses of manner are not usually accorded much place in literature, and are not discussed in the context of the use of the subjunctive.

No subjunctive was attested in the analysed text among comparative clauses, which goes hand in hand with the information provided in the standard accounts of the history of English (cf. Chapter 2). Among relative clauses, only one resorts to the subjunctive. It is used more frequently in nominal clauses: four times in subject clauses – whose use was not common in the period – and twice in object clauses, where one would expect to find the subjunctive.

As explained in Section 4.3.4.3, the lower than expected participation of the subjunctive among object clauses can be attributed to the fact that the text employs other structures, predominantly conditional clauses, to express obligation or recommendation. Nevertheless, it is certainly necessary to verify if any source text influence can be detected in this respect, which will be the task of Chapter 6.

## CHAPTER 5

# The use of subjunctive – other perspectives

### 5.1 Introduction

The previous chapter dealt with the use of the subjunctive in different clause types and juxtaposed the data gathered in this study with the general diachronic accounts of the fate of the subjunctive. The aim of this chapter is to present the same data in a manner which would allow me to compare them with the data gathered in other empirical studies to see how well the use of the subjunctive in the analysed text fits with the general tendencies noted for the period. For this purpose, the data are presented from the point of view of the various parameters considered in those studies.

The first such parameter is the use of the subjunctive as opposed to the indicative mood and other constructions depending on the preceding conjunction (Section 5.2). For obvious reasons, this is the perspective closely related to that adopted in Chapter 4, although not identical, since instead of dealing with different conjunctions for one clause type, one is dealing with multiple clause types making use of a given conjunction. For instance, *as* could function in temporal and causal clauses, relative clauses, but also in clauses of similarity and comparison; *that* in final, causal, and consecutive clauses. This approach is also narrower, as it applies exclusively to dependent clauses.

In Section 5.3 the data are limited even further, i.e. to nominal clauses and, in particular, to an investigation of the mandative subjunctive, which is one of the most widely discussed issues in the literature devoted to the topic of the subjunctive. Surprisingly though, in this particular text the translator preferred other means of expressing obligation and expectation. Therefore, not much can be said on the use of the mandative subjunctive on the basis of this text alone.

In Section 5.4, the data, this time for all clauses, will be approached from the perspective of verbs used in subjunctive, with the aim of assessing the frequency with which each of them appears in this mood and presenting their diversity in Section 5.4.1. In Section 5.4.2, I juxtapose the verb *to be* with the remaining verbs, trying to establish whether the use of the subjunctive is more common with this predominantly

functional verb. Attention is then drawn to auxiliaries used in clauses. In Section 5.5, the passive-active parameter is taken into account and thus, once again, I concentrate on the verb *to be*, but this time in passive clauses. An analysis of the various modal verbs used instead of the subjunctive is then initiated (Section 5.6). Finally, a discussion on the relationship between negation and the subjunctive is presented in Section 5.7.

## 5.2 The use of subjunctive after different conjunctions

It could be observed in Chapter 2, where various studies concerning the use of the subjunctive were mentioned with respect to eMnE that there are two topics which dominate all empirical studies on the subjunctive. One, which is discussed in Section 5.3, concerns the mandative subjunctive. The other, discussed here, centres around conjunctions which trigger use of the subjunctive and takes them as the starting point for analysis. This might be surprising since diachronic descriptions of the English language, albeit not all and not with the same thoroughness and set of labels, tend to discuss the use of the subjunctive in a given clause type. Therefore, the data from the available empirical studies concentrating on conjunctions, whose use, as mentioned above, was not limited to a single clause type, cannot be related in a straightforward fashion to any of the modern general accounts on the use of the subjunctive in the history of English.

Researchers' willingness to adopt the strategy described above in their studies stems from pragmatic considerations. For one thing, it is the traditional approach presented in eMnE grammars, where conjunctions were listed as triggers for the subjunctive, and it allows an easy comparison between these eMnE accounts and the data from the relevant period, which can be obtained from historical corpora. Moreover, when faced with the need to analyse the amount of data available in such corpora, e.g. the *Helsinki Corpus of English Texts*, one has to devise a finite set of *triggers* which could be searched for automatically, and then, if needed, the data obtained could be sifted through manually. Conjunctions can readily fulfil this role. Thus, the results obtained in such studies can be based on a considerably bigger database, and may be assumed to be binding, although some margin for error has to be taken into consideration.

On the other hand, the use of vast corpora has its drawbacks, and one of these is precisely the size of the database, which renders it impossible to analyse the very texts on whose basis the results are yielded. Hence, the need to automatise the search. Additionally, the number of contexts analysed is still too great to present all the data, and thus only numerical and percentage data are given to a reader. Interestingly, even

when working on the same corpora, different researchers obtain different results.<sup>1</sup> Additionally, taking into account the scanty descriptions of the methodological steps taken on the way to analyse the data provided in some of the studies (e.g. Stein 1994, Dons 2004), one is often unable to establish the exact subject of analysis in these, i.e. what is considered to be a subjunctive, and cannot verify their assumptions on the basis of the data. Various problems related to this, and a discussion on the variation in the results obtained as regards studies on the mandative subjunctive, are presented in Waller (2017), but the majority of issues raised there are also applicable to studies on the use of the subjunctive after conjunctions. An additional problem lies in the use of conjunctions which, in some cases, e.g. *as* and *that*, cannot be clearly ascribed to one type of clause and in the absence of data which could corroborate one of the interpretations, one cannot relate them to the general descriptions of the use of the subjunctive. In other words, one might learn of the frequency with which the subjunctive is employed after certain conjunctions, but cannot establish in what type of clause it is found. To illustrate this problem, I would like to present, once again, Table 2.4 from Chapter 2, which shows the data from Dons's (2004: 230-231) study in terms of the absolute numbers and relative frequencies of the subjunctive vs. indicative vs. modal construction after various conjunctions.

Table 5.1: Absolute numbers and relative frequencies of the subjunctive vs. indicative vs. modal construction after various conjunctions from Dons's (2004: 230-231) study

CONJUNCTION	HE1 (1500-1570)	HE2 (1570-1640)	HE3 (1640-1710)
<i>unless</i>			
subjunctive	5 (71.4%)	8 (72.7%)	10 (50.0%)
indicative	0 (0.0%)	1 (9.0%)	4 (20.0%)
modal construction	2 (28.6%)	2 (18.2%)	6 (30.0%)
<i>provided</i>			
subjunctive	6 (66.7%)	0 (0.0%)	0 (0.0%)
indicative	0 (0.0%)	0 (0.0%)	0 (0.0%)
modal construction	3 (33.3%)	12 (100.0%)	27 (100.0%)
<i>since</i>			
subjunctive	0 (0.0%)	0 (0.0%)	2 (6.5%)
indicative	13 (48.1%)	3 (75.0%)	18 (58.1%)
modal construction	14 (51.9%)	1 (25.0%)	11 (35.5%)
<i>because</i>			
subjunctive	1 (1.0%)	0 (0.0%)	0 (0.0%)
indicative	79 (76.0%)	97 (76.4%)	55 (74.3%)
modal construction	24 (23.0%)	30 (23.6%)	19 (25.7%)

1. This might stem from the methodologies adopted, but could also result from some mistakes. Cf. Waller (2017) for a detailed discussion on studies on the mandative subjunctive.

<i>whether</i>			
subjunctive	15 (48.3%)	37 (63.8%)	21 (32.3%)
indicative	3 (10.0%)	4 (6.9%)	20 (30.8%)
modal construction	13 (41.9%)	17 (29.3%)	24 (37.0%)
<i>ere</i>			
subjunctive	3 (42.9%)	3 (60.0%)	0 (0.0%)
indicative	1 (14.3%)	1 (20.0%)	1 (33.3%)
modal construction	3 (42.9%)	1 (20.0%)	2 (66.7%)
<i>before</i>			
subjunctive	7 (38.9%)	8 (34.8%)	2 (8.7%)
indicative	5 (27.8%)	8 (34.8%)	16 (69.6%)
modal construction	6 (33.3%)	7 (30.4%)	5 (21.7%)
<i>when</i>			
subjunctive	1 (0.6%)	1 (0.6%)	1 (0.5%)
indicative	122 (72.6%)	146 (81.1%)	164 (88.6%)
modal construction	45 (26.8%)	33 (18.3%)	20 (10.8%)
<i>(al)though</i>			
subjunctive	21 (60.0%)	42 (63.6%)	27 (30.3%)
indicative	3 (8.6%)	10 (15.2%)	35 (39.3%)
modal construction	11 (31.4%)	14 (21.2%)	27 (30.3%)
<i>if</i>			
subjunctive	233 (61.0%)	187 (51.5%)	161 (47.0%)
indicative	23 (6.0%)	20 (5.5%)	51 (14.9%)
modal construction	126(33.0%)	156(43.0%)	131 (38.2%)
<i>seeing that</i>			
subjunctive	0 (0%)	0 (0%)	0 (0.0%)
indicative	10 (90.9%)	6 (75%)	3 (100.0%)
modal construction	1 (9.1%)	2 (25%)	0 (0.0%)
<i>in case</i>			
subjunctive	2 (66.7%)	0 (0.0%)	1 (8.3%)
indicative	0 (0.0%)	0 (0.0%)	0 (0.0%)
modal construction	1 (33.3%)	0 (0.0%)	11 (91.7%)

On the face of it, everything seems clear, but among the 12 conjunctions analysed, at least three, *if*, *since*, and *when*, are ambiguous between various types of clauses, and no information is provided by Dons (2004) as to the type(s) of clauses in which they are employed. The conjunction *since* could be used both in temporal and causal clauses, *when* in adnominal relative clauses but also in clauses of time, whereas *if* could be employed in conditional clauses, but also to introduce subordinate interrogative clauses (nominal clauses functioning as objects).

In order to enable a convenient comparison between the data concerning the text analysed here and the tendencies noted in the more extensive empirical studies, it was decided to present the data from the point of view of the conjunctions which precede the structures of interest to this analysis, and to extend the study to all

dependent clause types presented in Chapter 4. This is counterintuitive perhaps, and it certainly goes against the primary idea of limiting the data to adverbial clauses for which some conjunctions could actually be associated with the potential presence of the subjunctive.<sup>2</sup> However, since limiting research on the use of the subjunctive after conjunctions to adverbial clauses is not the general practice in the majority of studies with which one could juxtapose the data analysed here, or at least no such information can be found in the descriptions of the methodologies adopted in them, the decision was taken to extend the analysis to all dependent clause types.

Below, in Table 5.2, all of the conjunctions from dependent clauses presented in Chapter 4 are listed alphabetically, with the conjunction in standard modern spelling provided in the second column and its original form(s) given in column 3. Column 4 ('mood') provides information about the structures used after each conjunction and their frequency. Column 5 ('clause type') enumerates the types of clauses in which the conjunction appears, at the same time providing information concerning the use of moods in these. Finally, in the sixth column, the total number of occurrences of each conjunction is calculated.

Table 5.2: The use of various structures after conjunctions<sup>3</sup>

Nº	Conjunction	Spelling	Mood	Clause type	Nº of occurrences
1.	–	–	<b>2S:</b> S52, SW4 <b>4I:</b> I68 <sup>(2nd)</sup> , I69, I70, I71 <b>1M:</b> M25 <b>3A:</b> A71, A72 (W16) <sup>(2nd)</sup> , A73 (W17) <sup>(2nd)</sup> [ <b>2W:</b> W16 (A72) <sup>(2nd)</sup> , W17 (A73) <sup>(2nd)</sup> ] <b>2Imp:</b> Imp1, Imp2 <sup>(2nd)</sup>	1 cl. of condition (S52) 11 object clauses (SW4, I68 <sup>(2nd)</sup> , I69, I70, I71, M25, A71, A72 (W16) <sup>(2nd)</sup> , A73 (W17) <sup>(2nd)</sup> , Imp1, Imp2 <sup>(2nd)</sup> )	12
2.	as	as	<b>6I:</b> I9, I27, I37, I44, I46, I47 <b>5M:</b> M5, M6, M9, M19, M21 <b>4A:</b> A26, A27, A57, A58	1 cl. of reason (M9) 5 cl. of similarity (M5, M6, I9, A26, A27) 1 cl. of time (I27) 8 relative cl. (I37, I44, I46, I47, M19, M21, A57, A58)	15
3.	as far as	as ferre as	<b>1A:</b> A39	1 comparative cl.	1
4.	as if	as yf	<b>1A:</b> A28 <b>3I:</b> I10, I11, I12	4 cl. of comparison	4

2. This is the approach adopted e.g. in Moessner (2006).

3. The data consist predominantly of 3rd person plural and singular verb forms. The only exceptions are four 2nd person forms, three plural ones and one form in the singular, next to which I placed the superscript '(2nd)' label.

5.	as much as	as moche as	<b>II:</b> I34	1 comparative cl.	1
6.	because	bycause, by cause	<b>II:</b> I18 <b>IM:</b> M10 <b>IA:</b> A32	3 cl. of reason	3
7.	before	before	<b>IA:</b> A38	1 cl. of time	1
8.	by reason (of) that	by reafon of that	<b>IA:</b> A31	1 cl. of reason	1
9.	for	for	<b>2I:</b> I19, I20 <b>IM:</b> M8 <b>2A:</b> A30, A33 <b>3Inf:</b> Inf1, Inf2, Inf3	3 cl. of purpose (Inf1, Inf2, Inf3) 5 cl. of reason (I19, I20, M8, A30, A33)	8
10.	if	if yf	<b>49S:</b> S4, S5, S6, S7, S8, S9, S10, S11, S12, S13, S14, S15, S16, S17, S18, S19, S20, S21, S22, S23, S24, S25, S26, S27, S28, S29, S30, S31, S32, S33, S34, S35, S36, S37, S38, S39, S40, S41, S42, S43, S44, S45, S46, S47, S48, S49, S62, SW1, SW2 <b>6I:</b> I2, I4, I5, I6, I7, I8 <b>4M:</b> M1, M2, M3, M4 <b>24A:</b> A2, A3 (W1), A4, A5, A6 (W2), A7 (W3), A8, A9, A10, A11, A12, A13, A14 (W4), A15 (W5), A16 (W6), A17 (W7), A18 (W8), A19, A20, A21 (W9), A22 (W10), A23, A24, A25 [ <b>10W:</b> W1(A3), W2 (A6), W3 (A7), W4 (A14), W5 (A15), W6 (A16), W7 (A17), W8 (A18), W9 (A21), W10 (A22)]	82 cl. of condition (S4, S5, S6, S7, S8, S9, S10, S11, S12, S13, S14, S15, S16, S17, S18, S19, S20, S21, S22, S23, S24, S25, S26, S27, S28, S29, S30, S31, S32, S33, S34, S35, S36, S37, S38, S39, S40, S41, S42, S43, S44, S45, S46, S47, S48, S49, SW1, SW2, I2, I4, I5, I6, I7, I8, M1, M2, M3, M4, A2, A3 (W1), A4, A5, A6 (W2), A7 (W3), A8, A9, A10, A11, A12, A13, A14 (W4), A15 (W5), A16 (W6), A17 (W7), A18 (W8), A19, A20, A21 (W9), A22 (W10), A23, A24, A25) 1 object cl. (S62)	83
11.	if + that	yf + that	<b>II:</b> I3	1 cl. of condition	1
12.	in such manner	in suche maner	<b>2I:</b> I21, I22	2 cl. of manner	2
13.	in such wise that	in suche wyse that	<b>IS:</b> S54	1 cl. of manner	1
14.	of whence	of whe(n)s	<b>II:</b> I35	1 relative cl.	1
15.	or	or	<b>IS:</b> S55	1 cl. of time	1
16.	so much as	so moch as	<b>IM:</b> M14	1 comparative cl.	1
17.	so that	so that	<b>2I:</b> I13, I14 <b>IA:</b> A29	3 cl. of result	3
18.	so... as	so... as	<b>II:</b> I17	1 cl. of reason	1
19.	so... that	so... that	<b>2I:</b> I15, I16 <b>IM:</b> M7	3 cl. of result	3

20.	syth	syth	<b>3A:</b> A35, A36, A37	3 cl. of time	3
21.	that	that (that)	<b>5S:</b> S53, S58, S59, S60, S61 <b>28I:</b> I36, I38, I39, I40, I41, I42, I45, I48, I49, I50, I51, I52, I53, I54, I55, I56, I57, I58, I59, I60, I61, I62, I63, I64, I65, I66, I67, I72 <b>7M:</b> M15, M16, M17, M18, M22, M23, M24 <b>26A:</b> A40, A41, A42, A43 (W11), A44 (W12), A45 (W13), A46, A47, A48, A49, A51, A52, A53, A54, A55, A56, A59, A60, A61, A62, A63, A64, A65, A66, A67, A68 <b>[3W:</b> W11 (A43), W12 (A44), W13 (A45)]	1 cl. of purpose (S53) 1 apposit. cl. (I72) 6 object cl. (I63, I64, I65, I66, I67, M24) 33 relative cl. (I36, I38, I39, I40, I41, I42, I45, I48, I49, I50, M15, M16, M17, M18, A40, A41, A42, A43 (W11), A44 (W12), A45 (W13), A46, A47, A48, A49, A51, A52, A53, A54, A55, A56, A59, A60, A61) 24 subject cl. (S58, S59, S60, S61, I51, I52, I53, I54, I55, I56, I57, I58, I59, I60, I61, M22, M23, A62, A63, A64, A65, A66, A67, A68) 1 subject comp. cl. (I62)	66
22.	the most... that	the most... (that)	<b>1M:</b> M13	1 comparative cl.	1
23.	till	tyll	<b>2S:</b> S56, S57	2 cl. of time	2
24.	what	what	<b>2A:</b> A69, A70 (W15) <b>[1W:</b> W15 (A70)]	2 object cl.	2
25.	when	whan wha(n) when	<b>8I:</b> I23, I24, I25, I26, I28, I29, I30, I31 <b>1M:</b> M11 <b>1A:</b> A34	10 cl. of time	10
26.	where	where	<b>1S:</b> SW3 <b>2I:</b> I32, I33 <b>1M:</b> M12	3 cl. of place (I32, I33, M12) 1 relative cl. (SW3)	4
27.	which	whiche	<b>1A:</b> A50 (W14) <b>[1W:</b> W14 (A50)]	1 relative cl.	1
28.	why	why	<b>1I:</b> I43	1 relative cl.	1
29.	within which	w(ith)in the which	<b>1M:</b> M20	1 relative cl.	1
30.	without	w(ith)out without	<b>2S:</b> S50, S51	2 cl. of condition	2
<b>TOTAL</b>			<b>63S</b> – 26.7% <b>71I</b> – 30.1% <b>25M</b> – 10.6% <b>72A</b> – 30.5% [ <b>17W</b> – 7.2%] <b>2Imp</b> – 0.8% <b>3Inf</b> – 1.3%	<b>140 adverbial cl.</b> – 59.3% <b>46 nominal cl.</b> – 19.5% <b>46 relative cl.</b> – 19.5% <b>4 comparative cl.</b> – 1.7%	236

Clearly, the majority of the conjunctions (17 out of 30) are used only once (13 such conjunctions, i.e. *as far as*, *as much as*, *before*, *by reason (of) that*, *in such wise that*, *of whence*, *or*, *so much as*, *so... as*, *the most... that*, *which*, *why*, *within which*)<sup>4</sup> or twice (four conjunctions: *in such manner*, *till*, *what*, *without*) and thus cannot be considered to be a representative source of information on the distribution of the moods following them. Therefore, in what follows I calculate the percentage share of the subjunctive as opposed to other grammatical structures exclusively following those conjunctions which are attested at least three times in the analysed clauses. Additionally, all of the 12 cases where no conjunction is employed are also omitted. Therefore, there are only 12 conjunctions left for analysis and all of them are followed by 3rd person verb forms. These are: *as* (15 occurrences), *as if* (4 occurrences), *because* (3 occurrences), *for* (8 occurrences), *if (if that)* (84 occurrences), *so that* (3 occurrences), *so... that* (3 occurrences), *syth* (3 occurrences), *that* (66 occurrences), *when* (10 occurrences) and *where* (4 occurrences), out of which only four appear more than 10 times, i.e. *as*, *if*, *that* and *when*.

The first thing to be noted is that 63% of the data analysed pertain to adverbial clauses. This contrasts with 59% of the data when all of the conjunctions are taken into account (cf. Table 5.2). Two conjunctions, i.e. *if* (84) and *that* (66), are employed in 150 out of the 203 clauses, i.e. in 73.9% of the data. In the case of adverbial clauses, it is *if* on its own, used 83 times, that makes up 65.9% of 128 clauses. When it comes to the use of the subjunctive in adverbial clauses after the conjunctions given above, it is employed in 38% of the data (49 occurrences), once after *that* and in the remaining 48 instances following *if*, i.e. in conditional clauses. Another 23% of adverbial clauses make use of the indicative, and 27% are ambiguous.

When the analysis is extended to all of the examined clauses which follow a conjunction used more than twice (cf. Table 5.3 on the right), the participation of the subjunctive drops to 27%, with the use of the indicative amounting to 30%, which is similar to the share of the ambiguous forms (31%). Among all of the clauses, the subjunctive is employed 49 times after *if* (once in a nominal clause functioning as an object, and 48 times in conditional clauses), five times after *that* and once following *where*. Therefore, there is no doubt that it is a single conjunction, i.e. *if*, that is responsible for the high participation rate of the subjunctive in the analysed clauses.

Even though it is already clear that the use of the subjunctive can be considered substantial only after the conjunction *if*, it is still worthwhile viewing the distribution of the moods limited to singular forms, and thus in a less confusing picture. The relevant data are presented in Table 5.4 on page 147.

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4. Moreover, *if that* should be listed here, but it is treated as an instance of *if* for the purposes of this study.

Table 5.3: The frequency of different structures after conjunctions attested at least three times

adv.	subjunctive		indicative		modal periphrasis		ambiguous		will		infinitive/ imperative		TOTAL			
	all	adv.	all	adv.	all	adv.	all	adv.	all	adv.	all	adv.	% in 126	all	% in 198	
as	occ. 0	0	2	6	3	5	2	4	0	0	0	0	7	5	15	7%
	%	0%	29%	40%	43%	33%	29%	27%	0%	0%	0%	0%	47%	N/A	100%	N/A
as if	occ. 0	0	3	3	0	0	1	1	0	0	0	0	4	3	4	2%
	%	0%	75%	75%	0%	0%	25%	25%	0%	0%	0%	0%	100%	N/A	100%	N/A
because	occ. 0	0	1	1	1	1	1	1	0	0	0	0	3	2	3	1%
	%	0%	33%	33%	33%	33%	33%	33%	0%	0%	0%	0%	100%	N/A	100%	N/A
for	occ. 0	0	2	2	1	1	2	2	0	0	3	3	8	6	8	4%
	%	0%	25%	25%	13%	13%	25%	25%	0%	0%	38%	38%	100%	N/A	100%	N/A
if/if+that	occ. 48	49	7	7	4	4	24	24	10	10	0	0	83	65	84	41%
	%	58%	8%	8%	5%	5%	29%	29%	12%	12%	0%	0%	99%	N/A	100%	N/A
so that	occ. 0	0	2	2	0	0	1	1	0	0	0	0	3	2	3	1%
	%	0%	67%	67%	0%	0%	33%	33%	0%	0%	0%	0%	100%	N/A	100%	N/A
so... that	occ. 0	0	2	2	1	1	0	0	0	0	0	0	3	2	3	1%
	%	0%	67%	67%	33%	33%	0%	0%	0%	0%	0%	0%	100%	N/A	100%	N/A
syth	occ. 0	0	0	0	0	0	3	3	0	0	0	0	3	2	3	1%
	%	0%	0%	0%	0%	0%	100%	100%	0%	0%	0%	0%	100%	N/A	100%	N/A
that	occ. 1	5	0	28	0	7	0	26	0	3	0	0	1	1	66	33%
	%	100%	8%	42%	0%	11%	0%	39%	0%	5%	0%	0%	2%	N/A	100%	N/A
when	occ. 0	0	8	8	1	1	1	1	0	0	0	0	10	8	10	5%
	%	0%	80%	80%	10%	10%	10%	10%	0%	0%	0%	0%	100%	N/A	100%	N/A
where	occ. 0	1	2	2	1	1	0	0	0	0	0	0	3	2	4	2%
	%	0%	25%	67%	50%	25%	0%	0%	0%	0%	0%	0%	75%	N/A	100%	N/A
TOTAL	occ. 49	55	29	61	12	21	35	63	10	13	3	3	128	100	203	100%
	%	38%	27%	23%	30%	9%	27%	31%	8%	6%	2%	1%	63%	N/A	100%	N/A

Chart 5.1: The use of different structures after conjunctions attested at least three times, adverbial clauses

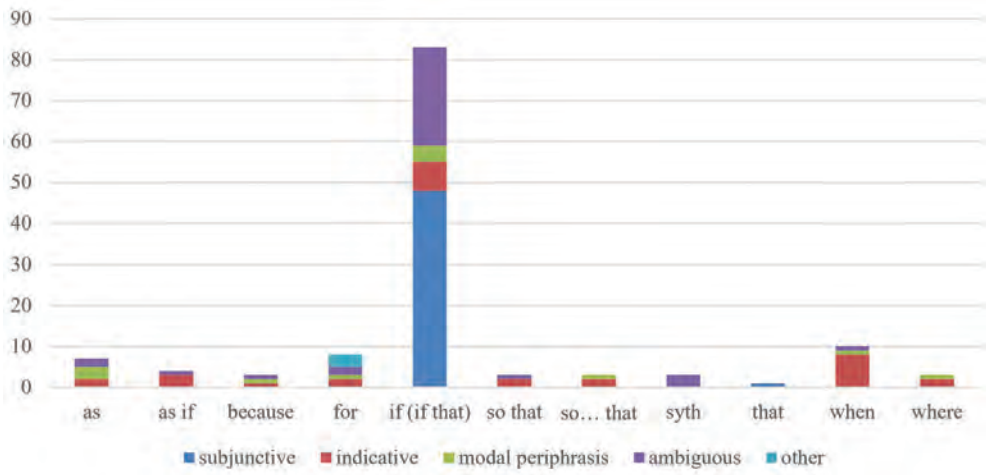


Chart 5.2: The use of different structures after conjunctions attested at least three times, all clauses

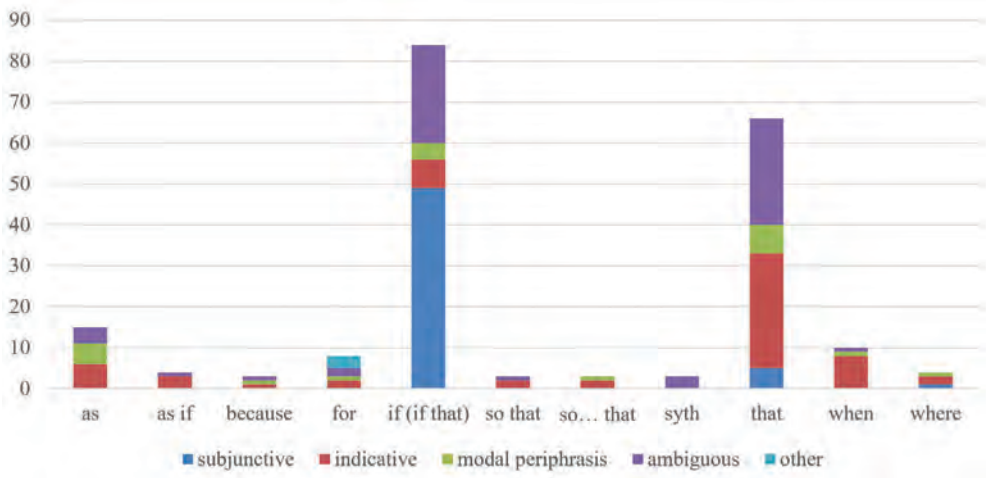


Table 5.4: The use of different structures after conjunctions, limited to singular forms<sup>5</sup>

N°	Conjunction	Spelling	Mood	Clause type	N° of occurrences
1.	–	–	<b>2S:</b> S52, SW4 <b>3I:</b> I69, I70, I71 <b>1M:</b> M25 <b>2Imp:</b> Imp1, Imp2 <sup>(2nd)</sup>	1 cl. of condition (S52) 7 object clauses (SW4, I69, I70, I71, M25, Imp1, Imp2 <sup>(2nd)</sup> )	8
2.	as	as	<b>6I:</b> I9, I27, I37, I44, I46, I47 <b>4M:</b> M5, M6, M9, M21	1 cl. of reason (M9) 3 cl. of similarity (M5, M6, I9) 1 cl. of time (I27) 5 relative cl. (I37, I44, I46, I47, M21)	10
3.	as if	as yf	<b>3I:</b> I10, I11, I12	3 cl. of comparison	3
4.	as much as	as moche as	<b>1I:</b> I34	1 comparative cl.	1
5.	because	bycause	<b>1I:</b> I18	1 cl. of reason	1
6.	for	for	<b>2I:</b> I19, I20	2 cl. of reason	2
7.	if	if yf	<b>49S:</b> S4, S5, S6, S7, S8, S9, S10, S11, S12, S13, S14, S15, S16, S17, S18, S19, S20, S21, S22, S23, S24, S25, S26, S27, S28, S29, S30, S31, S32, S33, S34, S35, S36, S37, S38, S39, S40, S41, S42, S43, S44, S45, S46, S47, S48, S49, S62, SW1, SW2 <b>6I:</b> I2, I4, I5, I6, I7, I8 <b>3M:</b> M1, M2, M3 <b>5A:</b> A3 (W1), A6 (W2), A7 (W3), A14 (W4), A16 (W6) <b>[5W:</b> W1(A3), W2 (A6), W3 (A7), W4 (A14), W6 (A16)]	62 cl. of condition (S4, S5, S6, S7, S8, S9, S10, S11, S12, S13, S14, S15, S16, S17, S18, S19, S20, S21, S22, S23, S24, S25, S26, S27, S28, S29, S30, S31, S32, S33, S34, S35, S36, S37, S38, S39, S40, S41, S42, S43, S44, S45, S46, S47, S48, S49, SW1, SW2, I2, I4, I5, I6, I7, I8, M1, M2, M3, A3 (W1), A6 (W2), A7 (W3), A14 (W4), A16 (W6)) 1 object cl. (S62)	63
8.	if + that	yf + that	<b>1I:</b> I3	1 cl. of condition	1
9.	in such manner	in suche maner	<b>2I:</b> I21, I22	2 cl. of manner	2
10.	in such wise that	in suche wyse that	<b>1S:</b> S54	1 cl. of manner	1
11.	of whence	of whe(n)s	<b>1I:</b> I35	1 relative cl.	1
12.	or	or	<b>1S:</b> S55	1 cl. of time	1
13.	so much as	so moch as	<b>1M:</b> M14	1 comparative cl.	1
14.	so that	so that	<b>2I:</b> I13, I14	2 cl. of result	2
15.	so... as	so... as	<b>1I:</b> I17	1 cl. of reason	1
16.	so... that	so... that	<b>2I:</b> I15, I16 <b>1M:</b> M7	3 cl. of result	3

5. In fact, the data can be regarded as consisting of 3rd person singular forms, with only one 2nd person singular verb (Imp2) noted among object clauses not introduced by any conjunction.

17.	that	that (that) (that) <i>that</i>	<b>5S:</b> S53, S58, S59, S60, S61 <b>27I:</b> I36, I38, I39, I40, I41, I42, I45, I48, I49, I50, I51, I52, I53, I54, I55, I57, I58, I59, I60, I61, I62, I63, I64, I65, I66, I67, I72 <b>4M:</b> M15, M22, M23, M24 <b>4A:</b> A43 (W11), A44 (W12), A45 (W13), A53 <b>[3W:</b> W11 (A43), W12 (A44), W13 (A45)]	1 cl. of purpose (S53) 1 apposit. cl. (I72) 6 object cl. (I63, I64, I65, I66, I67, M24) 15 relative cl. (I36, I38, I39, I40, I41, I42, I45, I48, I49, I50, M15, A43 (W11), A44 (W12), A45 (W13), A53) 16 subject cl. (S58, S59, S60, S61, I51, I52, I53, I54, I55, I57, I58, I59, I60, I61, M22, M23) 1 subject comp. cl. (I62)	40
18.	the most... that	the most... (that)	<b>1M:</b> M13	1 comparative cl.	1
19.	till	tyll	<b>2S:</b> S56, S57	2 cl. of time	2
20.	when	whan wha(n) when	<b>8I:</b> I23, I24, I25, I26, I28, I29, I30, I31	8 cl. of time	8
21.	where	where	<b>1S:</b> SW3 <b>1I:</b> I33 <b>1M:</b> M12	2 cl. of place (I33, M12) 1 relative cl. (SW3)	3
22.	why	why	<b>1I:</b> I43	1 relative cl.	1
23.	within which	w(ith)in the which	<b>1M:</b> M20	1 relative cl.	1
24.	without	w(ith)out without	<b>2S:</b> S50, S51	2 cl. of condition	2
<b>TOTAL</b>			<b>63S</b> – 39.6% <b>68I</b> – 42.8% <b>17M</b> – 10.7% <b>9A</b> – 5.7% [ <b>8W</b> – 5%] <b>2Imp</b> – 1.3%	<b>100 adverbial cl.</b> – 62.9% <b>32 nominal cl.</b> – 20.1% <b>24 relative cl.</b> – 15.1% <b>3 comparative cl.</b> – 1.9%	159

When the data are limited to singular verb forms, the number of conjunctions declines to 24, i.e. it drops by 6, and only seven of them (131 occurrences) are attested in the analysed text more than twice: *as* (10), *as if* (3), *if (if that)* (64), *so... that* (3), *that* (40), *when* (8), *where* (3). The remaining 28 occurrences are made up of 10 conjunctions used only once (when followed by singular verbs), i.e. *as much as*, *because*, *in such wise that*, *of whence*, *or*, *so much as*, *so... as*, *the most... that*, *why*, *within which*, five employed twice: *for*, *in such manner*, *so that*, *till*, *without*, and eight clauses not introduced by any conjunctions. The following discussion will be limited, as was the case when the analysis also encompassed plural verbs, to those clauses introduced by conjunctions attested at least three times.<sup>6</sup> The data are presented to the right.

6. Clauses not introduced by any conjunction (eight occurrences) are not included in the following discussion.

Table 5.5: The frequency of different structures after conjunctions attested at least three times, limited to 3rd person singular<sup>7</sup>

adv.	subjunctive		indicative		modal periphrasis		ambiguous		will		infinitive/ imperative		TOTAL			
	all	adv.	all	adv.	all	adv.	all	adv.	all	adv.	all	adv.	% in 126	all	% in 198	
as	occ.	0	2	6	3	4	0	0	0	0	0	0	5	6%	10	8%
	%	0%	40%	60%	40%	0%	0%	0%	0%	0%	0%	0%	50%	N/A	100%	N/A
as if	occ.	0	3	3	0	0	0	0	0	0	0	0	3	4%	3	2%
	%	0%	100%	100%	0%	0%	0%	0%	0%	0%	0%	0%	100%	N/A	100%	N/A
if	occ.	48	49	7	7	3	3	5	5	5	0	0	63	74%	64	49%
	%	76%	77%	11%	11%	5%	5%	8%	8%	8%	0%	0%	98%	N/A	100%	N/A
so... that	occ.	0	2	2	1	1	0	0	0	0	0	0	3	4%	3	2%
	%	0%	67%	67%	33%	33%	0%	0%	0%	0%	0%	0%	100%	N/A	100%	N/A
that	occ.	1	5	0	27	0	4	0	4	0	0	0	1	1%	40	31%
	%	100%	13%	0%	68%	0%	10%	0%	10%	0%	0%	0%	3%	N/A	100%	N/A
when	occ.	0	8	8	0	0	0	0	0	0	0	0	8	9%	8	6%
	%	0%	100%	100%	0%	0%	0%	0%	0%	0%	0%	0%	100%	N/A	100%	N/A
where	occ.	0	1	1	1	1	0	0	0	0	0	0	2	2%	3	2%
	%	0%	33%	50%	33%	50%	0%	0%	0%	0%	0%	0%	67%	N/A	100%	N/A
TOTAL	occ.	49	55	23	54	8	13	5	9	5	5	0	85	65%	131	100%
	%	58%	42%	27%	41%	9%	10%	6%	7%	6%	4%	0%	65%	N/A	100%	N/A

7. In the following discussion, due to the exclusion of clauses not introduced by any conjunction, all of the analysed data are in 3rd person singular.

In the analysis limited to singular forms, the overall percentage share of adverbial clauses in all clauses stays at the same level, i.e. ca. 65%. The percentage share of the subjunctive, on the other hand, is much more prominent, amounting to 58% of adverbial clauses and 42% of all clauses following one of the conjunctions employed at least three times. As regards adverbial clauses, 27% of the conjunctions analysed are followed by verbs in the indicative and 9% by modal periphrasis. In the approach extended to all clauses, the percentage share of conjunctions followed by the indicative increases to 41% and the rate of modal periphrasis to 10%. Unsurprisingly, *if* retains the status of the conjunction most frequently followed by the subjunctive, whose percentage share in the approach limited to singular forms constitutes 77% of all *if*-clauses.

Chart 5.3: The use of different structures after conjunctions attested at least three times, adverbial clauses, limited to 3rd person singular

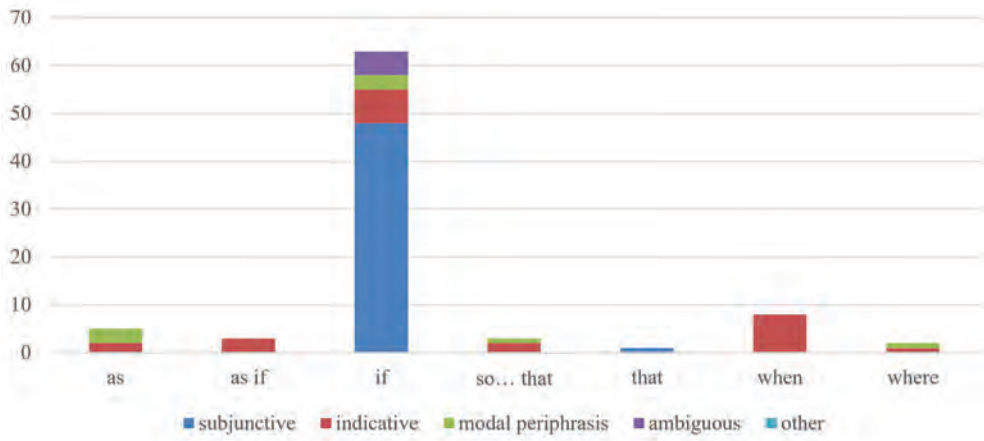
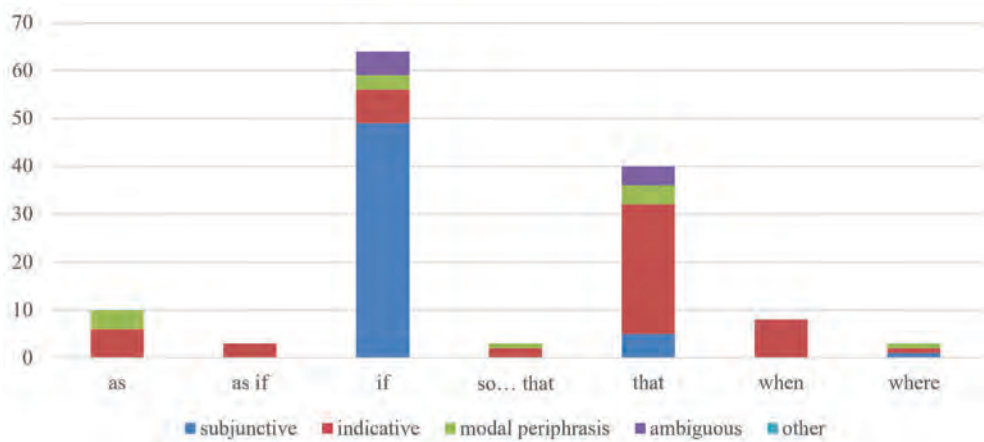


Chart 5.4: The use of different structures after conjunctions attested at least three times, all clauses, limited to 3rd person singular



### 5.3 Mandative subjunctive

The aim of the present section is to look at the data from a different perspective, i.e. a semantic one. At this point I would like to concentrate on the category of the mandative subjunctive. It goes without saying that the majority of such sentences are nominal clauses and that the discussion in Chapter 4 already incorporates these data. Yet, due to the current interest in investigating the mandative subjunctive in PdE, where, as argued, one can witness its revival (e.g. Traugott 1972, Övergaard 1995, Crawford 2009, Hundt *et al.* 2009, Kjellmer 2009), which was also noticeable during the earlier stages of the history of English, e.g. in ME (Moessner 2007 and 2010), eMnE (e.g. Dons 2004 and Fillbrandt 2006) and lMnE (Auer 2009), I have decided to present the data from the text analysed in such a way that they could be (potentially) directly juxtaposed with these same studies.

In what follows, I adopt the approach taken in Moessner (2007 and 2010) and Fillbrandt (2006). I begin my research with Visser's (1966 [1972]: 827-843) list of 175 OE verbs which could trigger the use of the mandative subjunctive. The first stage was to establish which of these verbs could still be used in the eMnE period. Part of the job was already done, as 120 of the verbs are presented after Fillbrandt (2006: 141), who provides a list of those among the verbs given in Visser (1966 [1972]: 827-843) which could be found in both eMnE and Older Scots. To this list I have added 18 verbs (marked with \*\*\*) which were still in use in the first decades of eMnE,<sup>8</sup> but were not given in Fillbrandt (2006), most probably due to the fact that they were not in use in Older Scots. For this purpose, I have cross-referenced the remaining verbs from among those listed in Visser (1966 [1972]: 827-843) with the information from the OED and the *Middle English Dictionary* (MED).<sup>9</sup> Thus, in total, 138 verbs could be assumed to be still potential (even if highly unlikely) triggers for the use of the mandative subjunctive. The verbs in question are listed below in alphabetical order.

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8. To be more precise, I list those verbs which could still be found in lME (15th century) texts. If no quotations postdating the 15th-century are provided in the *Middle English Dictionary* (on its use for this task, see the next footnote) or in the OED, I mark the verb as obsolete (*obs.*).

9. Certainly, the MED is not a source of information on the status of lexical items in eMnE, but due to its practice of providing quotations at roughly 25-year intervals (Adams 2009: 341), it allows one to assume that since a word was still in use at the end of the period, it did function in eMnE, at least in its first decades. This, in turn, makes it worthwhile to include such verbs in this study, while the approach itself is relatively risk-free.

Another reason for using the MED is that the Early Modern English Dictionary remains unfinished and thus unpublished (Adams 2009: 327). One can, admittedly, access the Lexicons of Early Modern English (LEME) (at: <https://leme.library.utoronto.ca/>) free of charge to run basic searches, but the types of sources used for its creation do not reveal a lot about the everyday use of mandative structures, as "LEME searches and displays word-entries from monolingual English dictionaries, bilingual lexicons, technical vocabularies, and other encyclopedic-lexical works, 1480-1755" (Lancashire [online]).

*abede\*\*\*, adjudge, adjure, admonish, advert, advertise, appeal, appose, ask, assay, astir, atwite\*\*\*, be sure, beg, beseech, beware (be ware/bewarnian), bid (beodan/biddan), care, charge, clepe, command, conjure, counsel, covenant\*\*\*, cry, decree, decreet, deem, defend, demand, desire, determine, do, earn\*\*\*, enact, enjoin, entice, entreat, eschew, exhort, expect, find, flee, forbear, forbid (forbiddan/forbeodan), foresee, forewarn\*\*\*, forget, forgive, forhow (forhogian/forhyrgan), forlet, forsake, frayne (freyne), give orders, give, grant, grede\*\*\*, halse, hate, have care, have need, hear, implore, insist, intent, issue instructions\*\*\*, join\*\*\*, judge, keep, learn, lere, let, leve, look, ming, mint, monish, move, need\*\*\*, observe, onseek\*\*\* (obs.), ordain, order, permit, pray, propose, provide, provoke, queme, quethe\*\*\* (obs.), recommend, rede, request, require, resolve, say, see, seek, sell, send, sentence, set, shend, shun\*\*\*, speak, steer, suffer, suggest, suppose, swear, swike, take care, take heed, take keep, tale, teach (taecean/teachen), tell, tharf, thar\*\*\*, think, thole, tight\*\*\*, till, trim, urge, vote, vouchsafe, wake, ward, ware, warn, will, wilne\*\*\*, wish, wit, wonde, wonde\*\*\*, yearn\*\*\*, yeme\*\*\* (obs.)*

Only 17 of these occur in the text. These are: *ask, be sure, charge, defend, do, find, have need, keep, let, order, say, see, suffer, swear, take heed, will, and wit*. Of these, only two are ever followed by (that) + subject + (modal) verb structure, i.e. *say* and *swear*. This could be surprising in a text of this type, were it not for the fact that the presentation of the appropriate behavioural patterns and solutions is done here, as mentioned in Section 4.3.4.3, by means of conditional clauses, which does not leave much place for mandative structures. Four clauses conducive to the use of the mandative subjunctive are given in (140)-(142), the mandative subjunctive, however, does not occur in the text even once. It is the indicative that prevails – it is employed in all four clauses, cf. (I64) and (I65) in (140), (I66) in (141) and (I67) in (142).

Clearly, the results obtained for this particular text as regards the use of the mandative subjunctive cannot really be juxtaposed with those obtained in Fillbrandt (2006) due to the paucity of data available for the investigation. The four analysed clauses can hardly be claimed to be sufficient grounds for any conclusions, especially that a competing structure, i.e. conditional clauses, was used with a high frequency in the text, limiting the viable contexts for the use of the mandative subjunctive.

## 5.4 The use of the subjunctive with different main verbs

### 5.4.1 The main verbs used in the clauses analysed

One aspect of the use of the subjunctive in PdE which has been frequently alluded to in various studies is the frequency with which it is used with the verb *to be*. It has been

predominantly done with respect to the mandative subjunctive, e.g. in Strang (1970), Hundt (1998b), Peters (1998), but not only.<sup>10</sup> To allow a comparison with such studies, I would also like to analyse my data, which come from a very specific eMnE text, from this perspective. However, before I attempt to present them in such a way in the next section, a broader view on the use of different main verbs is offered.

Table 5.6 below presents all of the main verbs analysed for the translation of the *Laws of Oléron* and lists them alphabetically (Column 2 “Verb - lemma”). The number of occurrences of each of the verbs is given in Column 3, followed by information concerning the use of moods (Column 4 “Label”), singular or plural form (Column 5 “Number”) and clause types (Column 6).

Table 5.6: Data by the main verb

N°	Verb - lemma	N° of occurrences	Label	Number	Clause type
1.	<b>agree</b>	1	<b>1A:</b> A45 (W13) <b>1W:</b> W13 (A45)	1sg	1 relative cl.
2.	<b>allow</b>	1	<b>1A:</b> A73 (W17) <b>1W:</b> W17 (A73)	1pl	1 object cl.
3.	<b>anchor</b>	1	<b>1SW:</b> SW3	1sg	1 relative cl.
4.	<b>answer</b>	1	<b>1A:</b> A43 (W11) <b>1W:</b> W11 (A43)	1sg	1 relative cl.
5.	<b>arrive</b>	2	<b>1I:</b> I2 <b>1S:</b> S36	2sg	2 cl. of condition
6.	<b>ask</b>	1	<b>1A:</b> A63	1pl	1 subject cl.
7.	<b>be</b>	38	<b>8A:</b> A1, A9, A28, A42, A52, A56, A62, A71 <b>14I:</b> I14, I20, I24, I29, I33, I35, I38, I40, I41, I45, I46, I50, I69, I70 <b>2M:</b> M12, M15 <b>11S:</b> S13, S17, S20, S21, S31, S32, S34, S39, S52, S57, S62 <b>3SW:</b> SW1, SW2, SW4	8pl 30sg	12 cl. of condition 11 relative cl. 5 object cl. 3 cl. of time 2 cl. of place 1 cl. of comparison 1 cl. of reason 1 cl. of result 1 non-depend. cl. 1 subject cl.
8.	<b>behave</b>	1	<b>1I:</b> I4	1sg	1 cl. of condition
9.	<b>behave</b>	1	<b>1I:</b> I71	1sg	1 object cl.
10.	<b>belie</b>	2	<b>1I:</b> I5 <b>1S:</b> S25	2sg	2 cl. of condition
11.	<b>bind</b>	1	<b>1I:</b> I19	1sg	1 cl. of reason
12.	<b>break</b>	2	<b>2A:</b> A11, A13	2pl	2 cl. of condition
13.	<b>can</b>	1	<b>1M:</b> M13	1sg	1 comparative cl.

10. Cf. Schlüter (2009), where this aspect is investigated in conditional clauses.

14.	<b>cast</b>	2	<b>2A:</b> A8, A46	2pl	1 cl. of condition 1 relative cl.
15.	<b>chance</b>	3	<b>3S:</b> S16, S37, S49	3sg	3 cl. of condition
16.	<b>charge</b>	1	<b>1S:</b> S2	1sg	1 non-depend. cl.
17.	<b>come</b>	9	<b>2A:</b> A34, A47 <b>6I:</b> I1, I26, I30, I31, I55, I58 <b>1S:</b> S56	2pl 7sg	5 cl. of time 2 subject cl. 1 non-depend. cl. 1 relative cl.
18.	<b>crush</b>	1	<b>1I:</b> I21	1sg	1 cl. of manner
19.	<b>cut</b>	3	<b>1A:</b> A57 <b>2M:</b> M22, M25	1pl 2sg	1 object cl. 1 relative cl. 1 subject cl.
20.	<b>depart</b>	2	<b>2S:</b> S11, S14	2sg	2 cl. of condition
21.	<b>die</b>	1	<b>1S:</b> S19	1sg	1 cl. of condition
22.	<b>do</b>	13	<b>4A:</b> A38, A41, A69, A70 (W15) <b>1W:</b> W15 (A70) <b>4I:</b> I3, I7, I67, I72 <b>1M:</b> M7 <b>4S:</b> S9, S33, S35, S44	5pl 8sg	6 cl. of condition 3 object cl. 1 apposit. cl. 1 cl. of result 1 cl. of time 1 relative cl.
23.	<b>damage</b>	1	<b>1I:</b> I13	1sg	1 cl. of result
24.	<b>eat</b>	1	<b>1M:</b> M19	1pl	1 relative cl.
25.	<b>fail</b>	2	<b>1I:</b> I15 <b>1S:</b> S45	2sg	1 cl. of condition 1 cl. of result
26.	<b>fall</b>	2	<b>1I:</b> I60 <b>1S:</b> S29	2sg	1 cl. of condition 1 subject cl.
27.	<b>fasten</b>	2	<b>1A:</b> A68 <b>1I:</b> I56	2pl	2 subject cl.
28.	<b>find</b>	2	<b>1A:</b> A65 <b>1M:</b> M23	1 pl 1sg	2 subject cl.
29.	<b>freight</b>	5	<b>3A:</b> A21 (W9), A66, A72 (W16) <b>2W:</b> W9 (A21), W16 (A72) <b>2S:</b> S1, S42	3pl 2sg	2 cl. of condition 1 non-depend. cl. 1 object cl. 1 subject cl.
30.	<b>fund</b>	2	<b>1A:</b> A55 <b>1I:</b> I18	1pl 1sg	1 cl. of reason 1 relative cl.
31.	<b>give</b>	1	<b>1I:</b> I42	1sg	1 relative cl.
32.	<b>go</b>	3	<b>1A:</b> A24 <b>1I:</b> I12 <b>1Inf:</b> Inf3	1pl 1sg 1 -	1 cl. of comparison 1 cl. of condition 1 cl. of purpose
33.	<b>happen</b>	1	<b>1S:</b> S38	1sg	1 cl. of condition
34.	<b>have</b>	19	<b>7A:</b> A5, A7 (W3), A31, A32, A49, A54, A58 <b>1W:</b> W3 (A7) <b>2I:</b> I44, I47 <b>2M:</b> M6, M17 <b>8S:</b> S4, S6, S8, S10, S40, S47, S48, S50	7pl 12sg	10 cl. of condition 6 relative cl. 2 cl. of reason 1 cl. of similarity

35.	<b>help</b>	2	2M: M1, M16	1pl 1sg	1 cl. of condition 1 relative cl.
36.	<b>hire</b>	1	1A: A39	1pl	1 comparative cl.
37.	<b>hit</b>	1	1A: A53	1sg	1 relative cl.
38.	<b>hold</b>	2	2A: A30, A33	2pl	2 cl. of reason
39.	<b>hurt</b>	4	1A: A29 2M: M3, M4 1S: S41	2pl 2sg	3 cl. of condition 1 cl. of result
40.	<b>keep</b>	1	1I: I8	1sg	1 cl. of condition
41.	<b>know</b>	3	3I: I17, I28, I36	3sg	1 cl. of reason 1 cl. of time 1 relative cl.
42.	<b>lade</b>	1	1M: M20	1sg	1 relative cl.
43.	<b>lay</b>	2	1A: A22 (W10) 1W: W10 (A22) 1I: I63	1pl 1sg	1 cl. of condition 1 object cl.
44.	<b>leave</b>	1	1A: A67	1pl	1 subject cl.
45.	<b>let</b>	1	1Imp: Imp1	1sg	1 object cl.
46.	<b>lie (1)</b>	5	1A: A19 3I: I27, I54, I62 1S: S3	1pl 4sg	1 cl. of condition 1 cl. of time 1 non-depend. cl. 1 subject cl. 1 subject comp. cl.
47.	<b>lie (2)</b>	1	1I: I66	1sg	1 object cl.
48.	<b>like</b>	1	1I: I68	1pl	1 object cl.
49.	<b>lose</b>	5	3I: I23, I64, I65 2S: S23, S53	5sg	2 object cl. 1 cl. of condition 1 cl. of purpose 1 cl. of time
50.	<b>make</b>	3	1A: A59 2I: I10, I43	1pl 2sg	2 relative cl. 1 cl. of comparison
51.	<b>mar</b>	1	1I: I61	1sg	1 subject cl.
52.	<b>offer</b>	1	1S: S30	1sg	1 cl. of condition
53.	<b>owe</b>	2	1A: A48 1I: I39	1pl 1sg	2 relative cl.
54.	<b>part</b>	1	1M: M24	1sg	1 object cl.
55.	<b>pass</b>	3	3A: A35, A36, A37	3pl	3 cl. of time
56.	<b>pay</b>	2	2M: M8, M10	2pl	2 cl. of reason
57.	<b>perish</b>	5	1M: M2 4S: S5, S7, S46, S61	5sg	4 cl. of condition 1 subject cl.
58.	<b>please</b>	1	1S: S12	1sg	1 cl. of condition
59.	<b>praise</b>	1	1I: I9	1sg	1 cl. of similarity
60.	<b>promise</b>	1	1A: A64	1pl	1 subject cl.
61.	<b>put</b>	4	2A: A23, A26 1S: S55 1I: I6	2pl 2sg	2 cl. of condition 1 cl. of similarity 1 cl. of time

62.	<b>recover</b>	1	<b>1S:</b> S18	1sg	1 cl. of condition
63.	<b>remove</b>	1	<b>1A:</b> A17 (W7) <b>1W:</b> W7 (A17)	1pl	1 cl. of condition
64.	<b>save</b>	5	<b>2A:</b> A2, A40 <b>2I:</b> I11, I52 <b>1Inf:</b> Inf2	2pl 2sg 1 -	1 cl. of comparison 1 cl. of condition 1 cl. of purpose 1 relative cl. 1 subject cl.
65.	<b>say</b>	2	<b>1A:</b> A12 <b>1S:</b> S24	1pl 1sg	2 cl. of condition
66.	<b>scape</b>	2	<b>1A:</b> A60 <b>1I:</b> I57	1pl 1sg	1 relative cl. 1 subject cl.
67.	<b>see</b>	3	<b>1A:</b> A10 <b>2M:</b> M14, M18	2pl 1sg	1 cl. of condition 1 comparative cl. 1 relative cl.
68.	<b>sell</b>	3	<b>1A:</b> A61 <b>2M:</b> M11, M21	2pl 1sg	1 cl. of time 2 relative cl.
69.	<b>send</b>	2	<b>1I:</b> I25 <b>1S:</b> S15	2sg	1 cl. of condition 1 cl. of time
70.	<b>set</b>	1	<b>1S:</b> S43	1sg	1 cl. of condition
71.	<b>should</b>	1	<b>1M:</b> M5	1sg	1 cl. of similarity
72.	<b>show</b>	1	<b>1S:</b> S51	1sg	1 cl. of condition
73.	<b>slip</b>	1	<b>1I:</b> I59	1sg	1 subject cl.
74.	<b>smite</b>	5	<b>1A:</b> A25 <b>1I:</b> I22 <b>3S:</b> S26, S27, S28	1pl 4sg	4 cl. of condition 1 cl. of manner
75.	<b>suffer</b>	1	<b>1A:</b> A18 (W8) <b>1W:</b> W8 (A18)	1pl	1 cl. of condition
76.	<b>swear</b>	2	<b>2A:</b> A14 (W4), A15 (W5) <b>2W:</b> W4 (A14), W5 (A15)	1pl 1sg	2 cl. of condition
77.	<b>take</b>	15	<b>3A:</b> A20, A27, A51 <b>6I:</b> I16, I32, I34, I48, I49, I53 <b>1M:</b> M9 <b>3S:</b> S58, S59, S60 <b>1Inf:</b> Inf1 <b>1Imp:</b> Imp2	4pl 10sg 1 -	4 subject cl. 3 relative cl. 1 cl. of condition 1 cl. of place 1 cl. of purpose 1 cl. of reason 1 cl. of result 1 cl. of similarity 1 comparative cl. 1 object cl.
78.	<b>tarry</b>	3	<b>1A:</b> A4 <b>2S:</b> S22, S54	1pl 2sg	2 cl. of condition 1 cl. of manner
79.	<b>use</b>	1	<b>1I:</b> I37	1sg	1 relative cl.
80.	<b>will</b>	5	<b>5A:</b> A3 (W1), A6 (W2), A16 (W6), A44 (W12), A50 (W14) <b>5W:</b> W1 (A3), W2 (A6), W6 (A16), W12 (A44), W14 (A50)	1pl 4sg	3 cl. of condition 2 relative cl.

81.	<b>wrack</b>	1	<b>II: I51</b>	1sg	1 subject cl.
TOTAL	81	241	<b>66S</b> – 27.4% <b>72I</b> – 29.9% <b>25M</b> – 10.4% <b>73A</b> – 30.3% [ <b>17W</b> – 7.1%] <b>2Imp</b> – 0.8% <b>3Inf</b> – 1.2%	<b>162sg</b> <b>76pl</b> <b>3-</b>	<b>5 non-dependent cl.</b> – 2.1% <b>140 adverbial cl.</b> – 58.1% <b>46 nominal cl.</b> – 19.1% <b>46 relative cl.</b> – 19.1% <b>4 comparative cl.</b> – 1.7%

In sum, there are 81 *different* verbs (i.e. headwords) in the clauses analysed in this study. 77 of them (95% of headwords) can be regarded as purely lexical. This number is inclusive of occurrences of *to do* (13) and *to have* (19), as in this case I only concentrate on the main verbs. The status of the verb *to be* (38) is less straightforward, and thus *to be* is treated independently of lexical verbs. Additionally, there are seven instances of modal verbs here, *can* (1), *should* (1) and *will* (5). In total, thus, out of 241 verbal occurrences analysed in this study, 196 are those of lexical verbs (81.3%) and 45 are potentially functional (18.7%); potentially, since one has to bear in mind the ambiguous status of *will* and widespread presence of *be*. The data are presented in Charts 5.5 and 5.6.

Chart 5.5: Lexical vs. functional verbs – headwords

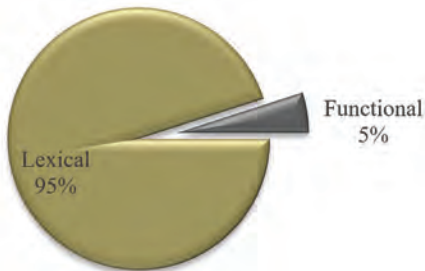
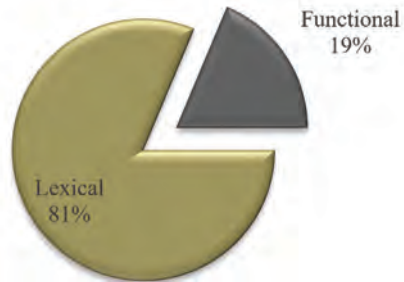


Chart 5.6: Lexical vs. functional verbs – occurrences



It goes without saying that the frequency of occurrence of purely lexical verbs is much lower than that of the verb *to be*. In fact, there are as many as 37 lexical verbs, and two functional ones (*can* and *should*), which are attested only once each (cf. Table 7). They make up only 15.4% of all the occurrences, even though, when it comes to headwords, they constitute 45.6% of the data. 19 of the verbs are attested twice each, making up 23.5% of the headwords and 15.8% of all the occurrences. Nine lexical verbs appear three times each. The percentage share of these amounts to

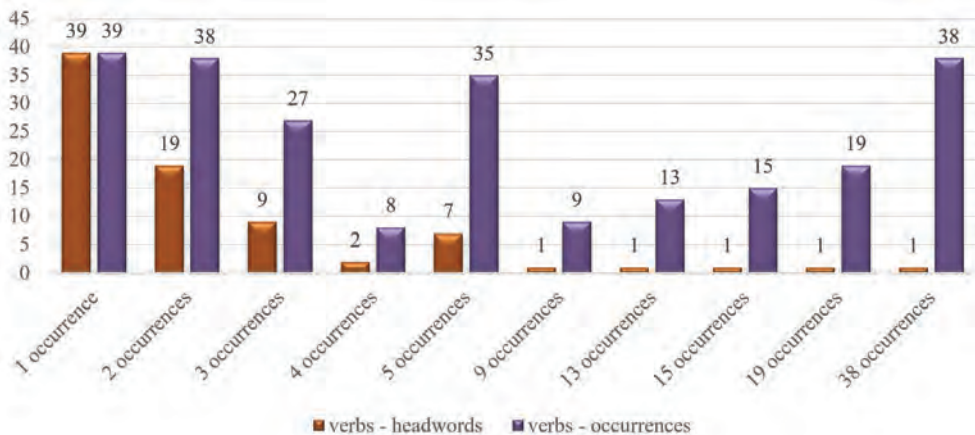
11.1% of all the occurrences, and 11.2% of all the headwords. Two lexical verbs, *hurt* and *put*, are attested four times, which constitutes 2.5% of the headwords and 3.3% of the occurrences. Six lexical verbs and *will* are attested five times each, and make up 8.6% of the headwords and 14.5% of the occurrences. The remaining verbs are all used multiple times, but each category is made up of one verb. That is, in terms of headwords, each of them constitutes 1.2%, but when it comes to occurrences they are much more prominent: *come* appears nine times (3.7%), *do* 13 times (5.4%), *take* 15 times (6.2%), *have* 19 times (7.9%) and *be* 38 times (15.8%). The data are presented in a more transparent form in Table 5.7 and Chart 5.7 below.

Table 5.7: Main verbs by number of occurrences

Nº	Verbs	Type	Nº of head-words	Nº of occur-ences	Verbal forms
1.	agree (1A/1W), allow (1A/1W), anchor (1SW), answer (1A/1W), ask (1A), behave (1I), behove (1I), bind (1I), can (1M), charge (1S), crush (1I), die (1S), damage (1I), eat (1M), give (1I), happen (1S), hire (1A), hit (1A), keep (1I), lade (1M), leave (1A), let (1Imp), lie (2) (1I), like (1I), mar (1I), offer (1S), part (1M), please (1S), praise (1I), promise (1A), recover (1S), remove (1A/1W), set (1S), should (1M), show (1S), slip (1I), suffer (1A/1W), use (1I), wrack (1I)	1occ/1hd	39 (48.1%)	39 (16.2%)	14I – 35.9% <b>8S – 20.5%</b> 5M – 12.8% 5A – 12.8% 5A/5W – 12.8% <b>1SW – 2.6%</b> 1Imp – 2.6%
2.	arrive (1I, 1S), belie (1I, 1S), break (2A), cast (2A), depart (2S), fail (1I, 1S), fall (1I, 1S), fasten (1A, 1I), find (1A, 1M), fund (1A, 1I), help (2M), hold (2A), lay (1A/1W, 1I), owe (1A, 1I), pay (2M), say (1A, 1S), scape (1A, 1I), send (1I, 1S), swear (2A/2W)	2occ/1hd	19 (23.5%)	38 (15.8%)	12A – 31.6% 10I – 26.3% <b>8S – 21.1%</b> 5M – 12.2% 3A/3W – 7.9%
3.	chance (3S), cut (1A, 2M), go (1A, 1I, 1Inf), know (3I), make (1A, 2I), pass (3A), see (1A, 2M), sell (1A, 2M), tarry (1A, 2S)	3occ/1hd	9 (12.3%)	27 (11.2%)	9A – 33.3% <b>5S – 18.5%</b> 6I – 22.2% 6M – 22.2% 1Inf – 3.7%
4.	hurt (1A, 2M, 1S), put (2A, 1S, 1I)	4occ/1hd	2 (2.5%)	8 (3.3%)	2M – 25% 3A – 37.5% 1I – 12.5% <b>2S – 25%</b>
5.	freight (3A/2W, 2S), lie (1) (1A, 3I, 1S), lose (3I, 2S), perish (1M, 4S), save (2A, 2I, 1Inf), smite (1A, 1I, 3S), will (5A/5W)	5occ/1hd	7 (7.4%)	35 (14.5%)	<b>12S – 34.3%</b> 9I – 25.7% 5A – 14.3% 7A/7W – 20% 1M – 2.9% 1Inf – 2.9%

6.	come (2A, 6I, 1S)	9occ/1hd	1 (1.2%)	9 (3.7%)	6I – 66.7% 2A – 22.2% <b>1S – 11.1%</b>
7.	do (3A, 1A/1W, 4I, 1M, 4S)	13occ/1hd	1 (1.2%)	13 (5.4%)	<b>4S – 30.8%</b> 4I – 30.8% 3A – 23.1% 1A/1W – 7.7% 1M – 7.7%
8.	take (3A, 6I, 1M, 3S, 1 Inf, 1Imp)	15occ/1hd	1 (1.2%)	15 (6.2%)	6I – 40% 3A – 20% <b>3S – 20%</b> 1M – 6.7% 1Inf – 6.7% 1Imp – 6.7%
9.	have (6A, 1A/1W, 2I, 2M, 8S)	19occ/1hd	1 (1.2%)	19 (7.9%)	<b>8S – 42.1%</b> 6A – 31.6% 2I – 10.5% 2M – 10.5% 1A/1W – 5.3%
10.	be (8A, 14I, 2M, 11S, 3SW)	38occ/1hd	1 (1.2%)	38 (15.8%)	14I – 36.8% <b>11S – 28.9%</b> 8A – 21.1% <b>3SW – 7.9%</b> 2M – 5.3%
TOTAL			81	241	<b>66S – 27.4%</b> <b>72I – 29.9%</b> 25M – 10.4% 73A – 30.3% [17W – 7.1%] 2Imp – 0.8% 3Inf – 1.2%

Chart 5.7: Main verbs by number of occurrences – occurrences vs. headwords



### 5.4.2 Subjunctive: *to be* vs. lexical verbs

Table 5.7 also presents information concerning the percentage share of the subjunctive mood compared to the remaining attested moods and structures in each of the categories. Interestingly, there is at least one subjunctive form in each of them. It is used with the greatest frequency in the case of the verb *to have* (42.1%) and with verbs employed five times (34.3%) in the text (cf. row 5 in Table 7 of Section 5.4.1).

Now, I would like to juxtapose the percentage share of the subjunctive used with lexical verbs to its use with the verb *to be* in my data.<sup>11</sup> This is done in view of Strang's (1970: 209) claim that the number of instances of the use of *to be* in the subjunctive mood would be greater than that of lexical verbs, which, as mentioned in Section 2.3.2, found no corroboration in Moessner's (2002 and 2006) studies. In Dons (2004: 234-235), the subjunctive forms of *to be* make up at least 50% of occurrences. In this study, on the other hand, the number of lexical verbs in the subjunctive amounts to 52: 51 in the present subjunctive and one in the *were*-subjunctive, making up 26.5% of all the lexical verbs (196; cf. Chart 5.10) and 21.6% of the total number of occurrences (Chart 5.8). The verb *to be*, on the other hand, contributes 14 instances of the subjunctive, 11 of the present and three of the *were*-subjunctive, which is a smaller number than that for the lexical verbs; it constitutes 5.8% of all the analysed verb forms (Chart 5.9). However, if one were to relate the data to the total number of the analysed contexts in which *to be* is used as the main verb, it would increase to 36.8% (Chart 5.11). Thus, depending on the interpretation of the data, Strang (1970: 209) is right (cf. Charts 5.12 and 5.13) and wrong (cf. Charts 5.8 and 5.9) at the same time. Apart from the uses of the subjunctive, *to be* can be found in the indicative, with exactly the same number of occurrences as in the subjunctive (14; 36.8%) and in modal periphrasis (2; 5.3%). Its form is ambiguous eight times (21.1%).

However, a closer analysis of the data also allows one to note that the other two verbs, which – in other contexts – have the potential to act as functional verbs, and thus are very common, are employed in the subjunctive mood with a parallel frequency. Cf. Charts 5.14 and 5.15 for the distribution of moods for the verbs *to do* and *to have* respectively.

Analogously to the situation described for the verb *to be*, in the case of *to do*, the number of indicative and subjunctive forms are also the same (4), making up 30.8% of the data for that verb (13 occurrences). There are also four ambiguous forms, with one of them making use of *will*. Additionally, modal periphrasis is also employed once (7.7%).<sup>12</sup>

11. *Can*, *should* and *will* are excluded from this discussion as they are tackled in Section 5.6, devoted to modals.

12. For the uses of *to do* as an auxiliary, see Table AII.1 in Appendix II.

Chart 5.8: Lexical verbs in the subjunctive vs. all other forms in the total number of occurrences

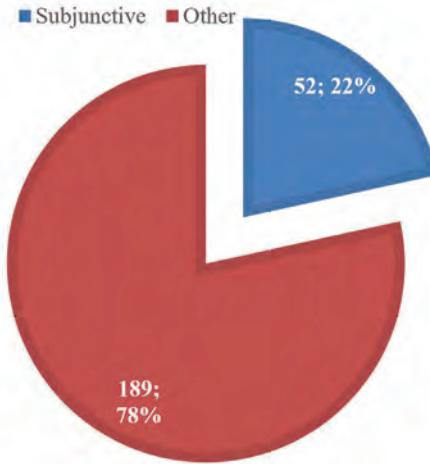


Chart 5.9: *To be* in the subjunctive vs. all other forms in the total number of occurrences

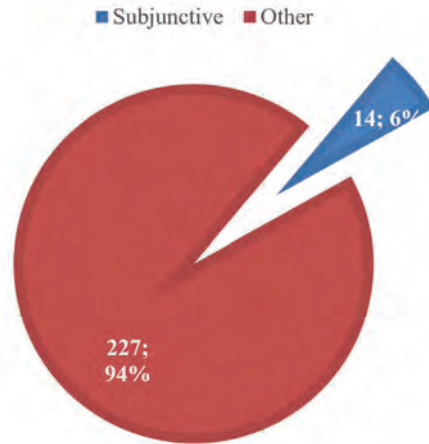


Chart 5.10: Lexical verbs in the subjunctive vs. all other forms of lexical verbs

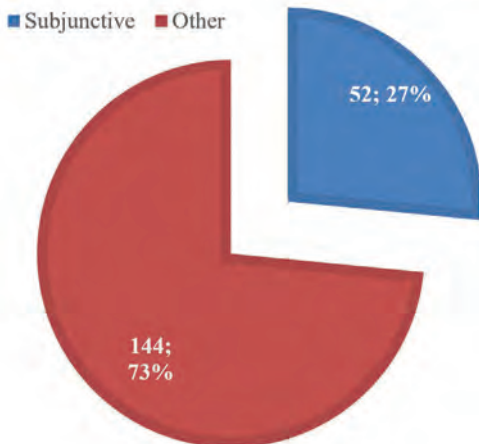


Chart 5.11: *To be* in the subjunctive vs. all its other forms

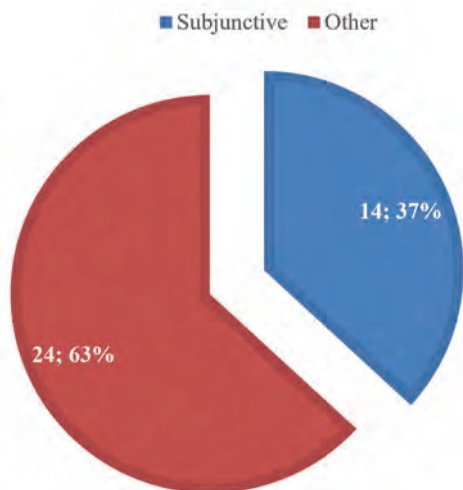


Chart 5.12: Moods in lexical verbs

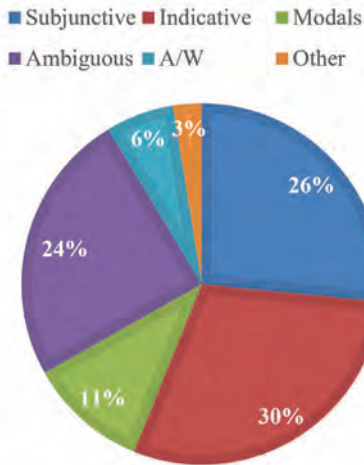


Chart 5.13: Moods in the uses of *to be*

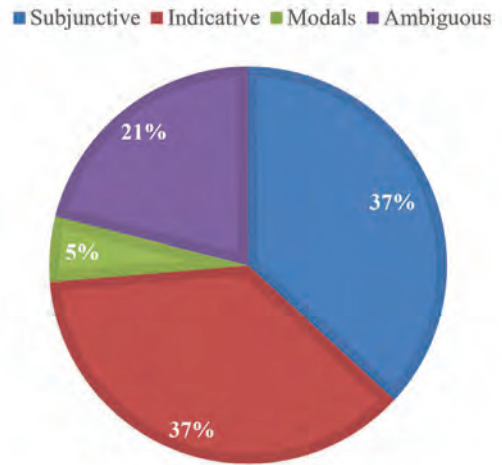


Chart 5.14: Moods in the uses of *to do*

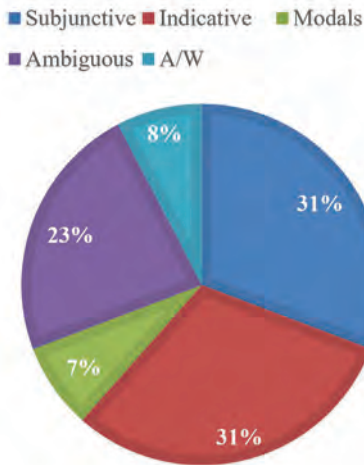
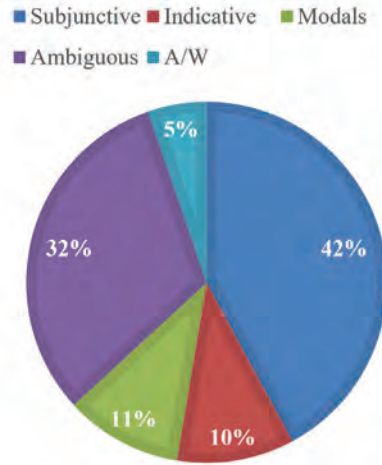


Chart 5.15: Moods in the uses of *to have*



When it comes to the verb *to have*, its total number of occurrences amounts to 19, out of which eight are in the subjunctive (42.1%), which makes it the most frequently attested verb in the subjunctive mood. Another seven occurrences are ambiguous (36.8%), with one of them using *will*. Two occurrences are in the indicative (10.5%) and another two use modals (10.5%).<sup>13</sup>

13. For the uses of *to have* as an auxiliary, see Section 5.5.

## 5.5 The use of the subjunctive in passive vs. active voices

Another aspect of the use of the subjunctive which has been widely investigated in PdE is its correlation with formality. This aspect is analysed by means of juxtaposing the frequency of use of the subjunctive in active and passive voices, of which the latter is viewed as a venue for formality (cf. Turner 1980, Hundt 1998a and 1998b).<sup>14</sup> According to Schlüter (2009: 296), this connection most probably reflects the observation that both subjunctive and passive voices co-occur in formal texts. In order to analyse the use of the subjunctive in this context, I extracted all of the instances in which the verb *to be* functions as an auxiliary or one of the auxiliaries, and verified in which of these I can actually speak of passive contexts. One of the issues which needed to be taken into consideration was the ability of the verb *to be* to also function as a (plu)perfect auxiliary with intransitive verbs up until the early 19th century (Rissanen 1999: 215). Despite *to have* gradually extending its area of use as a (plu)perfect auxiliary since the ME period, it was only at the beginning of the 19th century that it took over the place of *to be* (Rissanen 1999: 213-215). Even so, *to be* was still the more common of the two in intransitive use towards the end of the 18th century (Rissanen 1999: 215). In total, there are 32 clauses in which *to be* is employed as an auxiliary, and only four of them represent the (plu)perfect use.<sup>15</sup> In the remaining 28 clauses, *to be* functions as a passive marker, with six of them making use of more than one auxiliary, namely a modal verb and the verb *to be*.<sup>16</sup> All of these clauses can be found in Appendix I, using the information provided in Table 5.9 and in footnotes 148 and 149.

Additionally, I also analysed clauses in which *to have* functions as an auxiliary, based on the premise that in the eMnE period “*have* and *got* came to be used to form a kind of passive in certain contexts” (Rissanen 1999: 215 after Moessner 1994: 224-230). No instances of *got* in an auxiliary function were found but there were 11 instances of *to have* in this capacity. All of them, however, proved to be employed as (plu)perfect auxiliaries (cf. Table 5.8).

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14. A different approach was taken in Moessner (2006), where formality was rather associated with text types and – in this particular case – the claim concerning the correlation between the subjunctive and formality was refuted for the eMnE period.

15. These are: (S36) in (28), (A34) in (73), (A47) in (100), and (A60) in (119).

16. These are: (A73, W17) in (151), (M25) in (148), (M10) in (66), (M18) in (111), (M11) in (73), and (M21) in (118).

Table 5.8: *To have* as an auxiliary

N°	Article n°/ Appendix I n°	Label	Number	Person	Verb phrase	Main verb	Clause type
1.	8/(17)	I4	sg	3rd	<b>hath not behaved</b>	behave	cl. of condition
2.	4/(138)	A69	pl	3rd	<b>haue done</b>	do	object cl.
3.	26/(135)	A68	pl	3rd	<b>haue not fastened</b>	fasten	subject cl.
4.	16/(130)	I56	pl	3rd	<b>had fastened</b>	fasten	subject cl.
5.	14/(49)	I12	sg	3rd	<b>had gone</b>	go	cl. of comparison
6.	25/(119)	A59	pl	3rd	<b>haue made</b>	make	relative cl.
7.	3/(46)	I10	sg	3rd	<b>had made</b>	make	cl. of comparison
8.	3/(7)	A2	pl	3rd	<b>haue saued</b>	save	cl. of condition
9.	4/(47)	I11	sg	3rd	<b>had saued</b>	save	cl. of comparison
10.	23/(118)	I48	sg	3rd	<b>hath take(n)</b>	take	relative cl.
11.	23/(118)	I49	sg	3rd	<b>hath taken</b>	take	relative cl.

As stated above, when clauses with *to be* functioning as an auxiliary are limited to those in the passive voice, one is left with 28 clauses (out of the 32), for 22 of which *to be* is the only auxiliary. The data are given in alphabetical order (main verb) in Table 5.9 below.

Table 5.9: *To be* as a passive auxiliary

N°	Article n°/ Appendix I n°	Label	Number	Person	Verb phrase	Main verb	Clause type
1.	18/(151)	A73, W17	pl	2nd	<b>will be alowed</b>	allow	object cl.
2.	5/(97)	SW3	sg	3rd	<b>were ankered</b>	anchor	relative cl.
3.	23/(65)	I19	sg	3rd	<b>is bounde</b>	bind	cl. of reason
4.	8/(16)	A8	pl	3rd	<b>be cast out</b>	cast out	cl. of condition
5.	8/(100)	A46	pl	3rd	<b>were caste ouer</b>	cast over	relative cl.
6.	13/(1)	S2	sg	3rd	<b>be charged</b>	charge	non-depend. cl.
7.	21/(116)	A57	pl	3rd	<b>be cut</b>	cut	relative cl.
8.	9/(148)	M25	sg	3rd	<b>must be cut</b>	cut	object cl.
9.	15/(56)	I13	sg	3rd	<b>is damaged</b>	damage	cl. of result
10.	4/(96)	A41	pl	3rd	<b>were done</b>	do	relative cl.
11.	20/(92)	A39	pl	3rd	<b>were hyred</b>	hire	comparative cl.
12.	5/(59)	A30	pl	3rd	<b>be holden</b>	hold	cl. of reason
13.	21/(63)	A33	pl	3rd	<b>be holden</b>	hold	cl. of reason
14.	6/(55)	A29	pl	3rd	<b>be hurte</b>	hurt	cl. of result
15.	3/(71)	I23	sg	3rd	<b>is lost</b>	lose	cl. of time
16.	11/(140)	I64	sg	3rd	<b>is loste</b>	lose	object cl.
17.	11/(140)	I65	sg	3rd	<b>was not lost</b>	lose	object cl.
18.	15/(109)	I43	sg	3rd	<b>was made</b>	make	relative cl.
19.	26/(66)	M10	pl	3rd	<b>shal be payed</b>	pay	cl. of reason

20.	4/(96)	A40	pl	3rd	<b>be saued</b>	save	relative cl.
21.	4/(123)	I52	sg	3rd	<b>is saued</b>	save	subject cl.
22.	16/(111)	M18	pl	3rd	<b>may be sene</b>	see	relative cl.
23.	26/(120)	A61	pl	3rd	<b>be solde</b>	sell	relative cl.
24.	8/(73)	M11	pl	3rd	<b>shal be solde</b>	sell	cl. of time
25.	23/(118)	M21	sg	3rd	<b>shall be solde</b>	sell	relative cl.
26.	13/(105)	A51	pl	3rd	<b>be taken</b>	take	relative cl.
27.	7/(125)	S58	sg	3rd	<b>be taken</b>	take	subject cl.
28.	7/(98)	I37	sg	3rd	<b>is vsed</b>	use	relative cl.

When it comes to the hypothesis that the use of the subjunctive would be numerically greater in the passive voice context due to the latter's more formal character, this has not been corroborated by the analysed data (cf. Table 5.10). Undoubtedly, the number of passive voice clauses is much lower in the analysed data, but so too is the percentage share of the subjunctive as opposed to the remaining structures. The subjunctive is employed in 10.71% of passive voice clauses and in 29.58% of active voice clauses when both plural and singular verbs are taken into consideration, and in 23.08% passive clauses as opposed to 42% of active ones when the analysis encompasses only singular clauses (cf. Table 5.10 and Chart 5.16 for all verbs, and Table 5.11 and Chart 5.17 for verbs used in singular). The size of the database might not be substantial, but the indication seems to be clear: the use of the subjunctive in the eMnE period does not appear to have been related to the level of formality. This finding seems to be congruent with Barber's (1976 [1997]: 173) view, as he postulated that back in the eMnE period the subjunctive was employed in everyday speech by people of various social classes.

Table 5.10: The use of the subjunctive vs. indicative vs. modal periphrasis vs. ambiguous forms in passive and active voice clauses

Type		Symbol	Passive voice		Active voice	
			No of occurrences	Percentage participation (%)	No of occurrences	Percentage participation (%)
subjunctive	<b>all</b>	(S+SW)	<b>3</b>	<b>10.71%</b>	<b>63</b>	<b>29.58%</b>
	present	(S)	2	7.14%	60	28.17%
	<i>were</i>	(SW)	1	3.57%	3	1.41%
indicative		(I)	<b>8</b>	<b>28.57%</b>	<b>64</b>	<b>30.05%</b>
modal periphrasis	<b>all</b>	(M+W)	6	21.43%	36	16.90%
	other than <i>will</i>	(M)	5	<b>17.86%</b>	<b>20</b>	9.39%
ambiguous	<b>all</b>	(A)	<b>12</b>	<b>42.86%</b>	<b>61</b>	28.64%
	<i>will</i>	(W)	1	3.57%	16	7.51%
	other than <i>will</i>	(A-W)	11	39.29%	45	21.13%
infinitive		(Inf)	0	0.00%	3	1.41%
imperative		(Imp)	0	0.00%	2	0.94%
<b>TOTAL</b>			<b>28</b>	<b>100.00%</b>	<b>213</b>	<b>100.00%</b>

Table 5.11: The use of the subjunctive vs. indicative vs. modal periphrasis vs. ambiguous forms in passive and active voice clauses, limited to singular verbs

Type		Symbol	Passive voice		Active voice	
			No of occurrences	Percentage participation (%)	No of occurrences	Percentage participation (%)
subjunctive	<b>all</b>	(S+SW)	<b>3</b>	<b>23.08%</b>	<b>63</b>	<b>42.00%</b>
	present	(S)	2	15.38%	60	40.00%
	<i>were</i>	(SW)	1	7.69%	3	2.00%
indicative		(I)	<b>8</b>	<b>61.54%</b>	<b>60</b>	<b>40.00%</b>
modal periphrasis	<b>all</b>	(M+W)	2	15.38%	24	16.00%
	other than <i>will</i>	(M)	<b>2</b>	<b>15.38%</b>	<b>15</b>	<b>10.00%</b>
ambiguous	<b>all</b>	(A)	<b>0</b>	<b>0.00%</b>	<b>10</b>	<b>6.67%</b>
	<i>will</i>	(W)	0	0.00%	9	6.00%
	other than <i>will</i>	(A-W)	0	0.00%	1	0.67%
infinitive		(Inf)	0	0.00%	0	0.00%
imperative		(Imp)	0	0.00%	2	1.33%
<b>TOTAL</b>			<b>13</b>	<b>100.00%</b>	<b>150</b>	<b>100.00%</b>

Chart 5.16: The use of the subjunctive vs. indicative vs. modal periphrasis vs. ambiguous forms in passive and active voice clauses

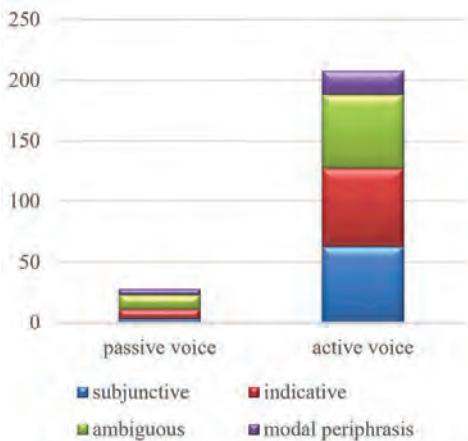
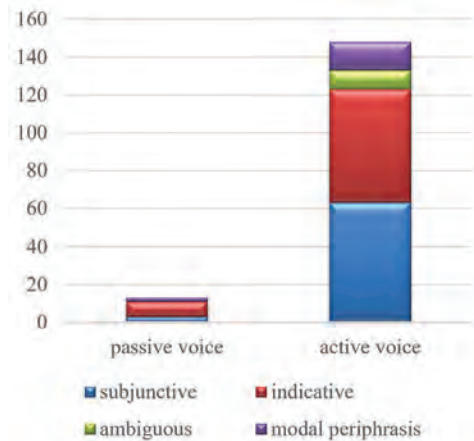


Chart 5.17: The use of the subjunctive vs. indicative vs. modal periphrasis vs. ambiguous forms in passive and active voice clauses, limited to singular verbs



## 5.6 Modal verbs as an alternative to the subjunctive

One of the alternatives to the use of the subjunctive is the reliance on modal verbs. In what follows I concentrate on the use of modal verbs in the analysed clauses which are potential contexts for the use of the subjunctive, i.e. modals and the subjunctive compete in them. Among the 236 analysed dependent clauses,<sup>17</sup> 42 (17.4% of the data, ca. 17.8% of dependent clauses) make use of modal verbs (cf. Table 5.12). This number is inclusive of the instances of *will*, which is classified here as an ambiguous form (A).

Table 5.12: Modal verbs competing with the use of the subjunctive

N°	Article n°/ Appendix I n°	Label	Number	Person	Verb – form	Verb – lemma	Auxiliary	Clause type
1.	3/(89)	M13	sg	3rd	<b>can</b>	can	N/A	comparative cl.
2.	20/(123)	M23	sg	3rd	<b>can fynde</b>	find	can	subject cl.
3.	3/(8)	M1	sg	3rd	<b>can not helpe</b>	help	can	cl. of condition
4.	4/(95)	M15	sg	3rd	<b>may be</b>	be	may	relative cl.
5.	3/(54)	M7	sg	3rd	<b>may do</b>	do	may	cl. of result
6.	21/(116)	M19	pl	3rd	<b>may ete</b>	eat	may	relative cl.
7.	16/(111)	M18	pl	3rd	<b>may be sene</b>	see	may be	relative cl.
8.	16/(110)	M17	pl	3rd	<b>myght haue</b>	have	might	relative cl.
9.	9/(127)	M22	sg	3rd	<b>must cut</b>	cut	must	subject cl.
10.	9/(148)	M25	sg	3rd	<b>must be cut</b>	cut	must be	object cl.
11.	15/(142)	M24	sg	3rd	<b>must part</b>	part	must	object cl.
12.	10/(60)	M8	pl	3rd	<b>must pay</b>	pay	must	cl. of reason
13.	10/(60)	M9	sg	3rd	<b>ought to take</b>	take	ought to	cl. of reason
14.	18/(44)	M6	sg	3rd	<b>shall haue</b>	have	shall	cl. of similarity
15.	26/(66)	M10	pl	3rd	<b>shal be payed</b>	pay	shall be	cl. of reason
16.	8/(91)	M14	sg	3rd	<b>shal se</b>	see	shall	comparative cl.
17.	8/(73)	M11	pl	3rd	<b>shal be solde</b>	sell	shall be	cl. of time
18.	23/(118)	M21	sg	3rd	<b>shall be solde</b>	sell	shall be	relative cl.
19.	11/(42)	M5	sg	3rd	<b>shulde</b>	should	N/A	cl. of similarity
20.	4/(96)	M16	pl	3rd	<b>shuld helpe</b>	help	should	relative cl.
21.	5/(12)	M3	sg	3rd	<b>hurt</b>	hurt	<i>should</i>	cl. of condition

17. Note that the total number of all the clauses tackled in this study is 241, five of them non-dependent. However, in this discussion I only refer to the analysed dependent clauses, because the analysis of non-dependent clauses cannot be considered exhaustive, for reasons expounded upon in Section 4.2. In other words, the total number of contexts taken into consideration here is 236.

22.	6/(13)	M4	pl	3rd	<b>shulde hurte</b>	hurt	should	cl. of condition
23.	22/(117)	M20	sg	3rd	<b>sholde lade</b>	lade	should	relative cl.
24.	5/(12)	M2	sg	3rd	<b>shuld perysshe</b>	perish	should	cl. of condition
25.	4/(10)	A3, W1	sg	3rd	<b>wyll</b>	will	N/A	cl. of condition
26.	14/(25)	A16, W6	sg	3rd	<b>wyll not</b>	will	N/A	cl. of condition
27.	11/(104)	A50, W14	pl	3rd	<b>wyll</b>	will	N/A	relative cl.
28.	8/(99)	A44, W12	sg	3rd	<b>wyl</b>	will	N/A	relative cl.
29.	7/(14)	A6, W2	sg	3rd	<b>wyll</b>	will	N/A	cl. of condition
30.	18/(143)	A70, W15	pl	3rd	<b>wyl do</b>	do	will	object cl.
31.	18/(29)	A21, W9	pl	3rd	<b>wyll freyght</b>	freight	will	cl. of condition
32.	18/(151)	A72, W16	pl	2nd	<b>wyl freyght</b>	freight	will	object cl.
33.	18/(151)	A73, W17	pl	2nd	<b>be alowed</b>	allow	<i>will</i> <i>be</i>	object cl.
34.	8/(99)	A43, W11	sg	3rd	<b>wyll answee</b>	answer	will	relative cl.
35.	8/(99)	A45, W13	sg	3rd	<b>wyll not agre</b>	agree	will	relative cl.
36.	7/(14)	A7, W3	sg	3rd	<b>wyl haue</b>	have	will	cl. of condition
37.	18/(30)	A22, W10	pl	3rd	<b>wyll laye in</b>	lay in	will	cl. of condition
38.	16/(27)	A17, W7	pl	3rd	<b>wyll not remeue</b>	remove	will	cl. of condition
39.	16/(27)	A18, W8	pl	3rd	<b>wyll not suffre</b>	suffer	will	cl. of condition
40.	11/(22)	A14, W4	sg	3rd	<b>wyll swere</b>	swear	will	cl. of condition
41.	11/(22)	A15, W5	pl	3rd	<b>wyl not swere</b>	swear	will	cl. of condition
42.	20/(85)	M12	sg	3rd	<b>wolde be</b>	be	would	cl. of place

Among the clauses listed above, nine different modal verbs, or eight if one excludes *will*, can be found. These are: *can* (3), *may* (4), *might* (1), *must* (4), *ought to* (1), *shall* (5), *should* (6), *will* (17) and *would* (1). Clearly, the most common modal verb is *will*, followed by *should* and *shall*. The high frequency of *will* (40.5%) is not very surprising if one takes into consideration the fact that it still functioned as a lexical verb, which is easily noticeable when one compares the clauses in which it is found.<sup>18</sup> The next two

18. To compare the clauses, use the number given in brackets in the second column of Table 5.12, "Article n°/Appendix I n°", which indicates where to look for them in Appendix I.

most frequent modal verbs are *should* (14.3%) and *shall* (11.9%), which is actually what would be expected from the PdE perspective, even though the use of *should* in this context is nowadays considered to be in a decline (cf. Waller 2017: 210-212). Interestingly, this distribution is similar to Schlüter’s (2009: 303) findings concerning PdE based on BrE newspapers, where *should* and *shall* are in the second place, following the use of *would* after (*up*)on (*the*) condition (*that*). I cannot, however, juxtapose these data with any eMnE studies, since I have not found any account which would describe the percentage share of individual modals in subjunctive contexts. The percentage share of each of the modals mentioned above in the total number of all of the analysed modal verbs and in all of the data analysed for dependent clauses is presented in Table 5.13 below and in Charts 5.18 and 5.19.

Table 5.13: Modal verbs – percentage share

Nº	Modal	Nº of occurrences	% of the total number of modals	% of the total number of modals (without <i>will</i> )	% among all occurrences
1.	can	3	7.1%	12.0%	1.3%
2.	may	4	9.5%	16.0%	1.7%
3.	might	1	2.4%	4.0%	0.4%
4.	must	4	9.5%	16.0%	1.7%
5.	ought to	1	2.4%	4.0%	0.4%
6.	shall	5	11.9%	20.0%	2.1%
7.	should	6	14.3%	24.0%	2.5%
8.	will	17	40.5%	N/A	7.2%
9.	would	1	2.4%	4.0%	0.4%
TOTAL		42	100.0%	N/A	17.8%

Chart 5.18: Modal verbs – percentage share in all analysed modal clauses

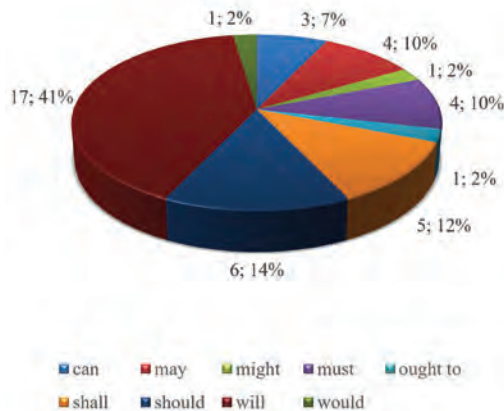
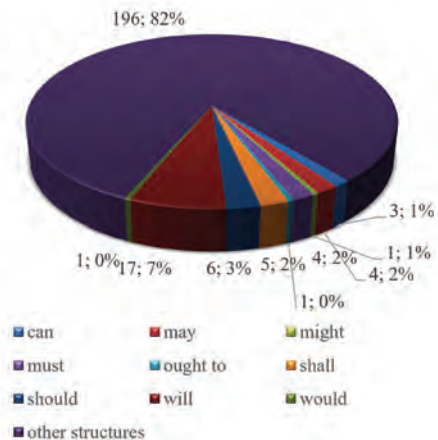


Chart 5.19: Modal verbs – percentage share in all analysed clauses



If one were to limit the analysis to singular verb forms, *will* would still be the most frequent (32%) and the percentage share of *should* would be 16%. These would be followed by *can*, *must* and *shall*, each contributing 12%. See Table 5.14 and Charts 5.20 and 5.21 below for detailed percentage data.

Table 5.14: Modal verbs – percentage share, limited to 3rd person singular verbs forms

N°	Modal	N° of occurrences	% in the total number of modals	% in the total number of modals (without will)	% among all occurrences
1.	can	3	12.0%	17.6%	1.9%
2.	may	2	8.0%	11.8%	1.3%
3.	might	0	0.0%	0.0%	0.0%
4.	must	3	12.0%	17.6%	1.9%
5.	ought to	1	4.0%	5.9%	0.6%
6.	shall	3	12.0%	17.6%	1.9%
7.	should	4	16.0%	23.5%	2.5%
8.	will	8	32.0%	N/A	5.0%
9.	would	1	4.0%	5.9%	0.6%
TOTAL		25	100.0%	N/A	15.7%

Chart 5.20: Modal verbs – percentage share in all analysed modal clauses, limited to 3rd person singular

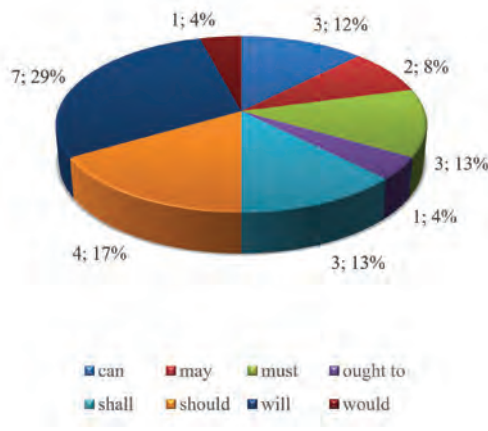
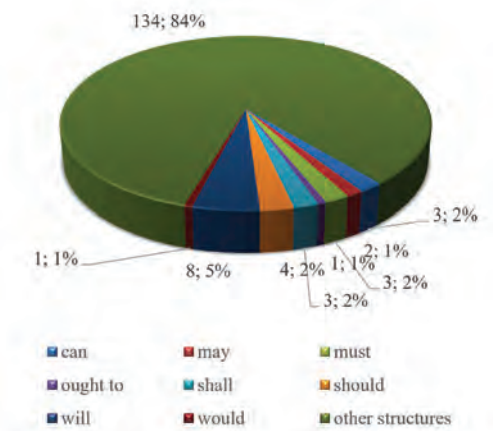


Chart 5.21: Modal verbs – percentage share in all analysed clauses, limited to 3rd person singular



## 5.7 Negation

Another issue to which Schlüter (2009: 299) draws attention is the general avoidance of the negated subjunctive. Schlüter (2009) discusses this finding with respect to present-day data, focusing exclusively on (*up*)on (*the*) condition (*that*)-structures in BrE and AmE. Her database consisted of 456 non-negated contexts as opposed to 56 negated ones for BrE, among which the subjunctive constituted 12% for the former and was not attested in the latter group. When it comes to AmE, Schlüter (2009: 300) found 68% of the use of the subjunctive in 210 non-negated cases as opposed to 47% in 36 negated ones. Schlüter (2009: 300-301) accounts for the finding by “follow[ing] Horn (1978) in assuming that subjunctive clauses are semantically more dependent and thus less fully-fledged sentential units than other finite clauses”, while maintaining that the ability to admit negation decreases the closer one gets to non-finiteness.

Schlüter’s (2009) findings pertain to PdE, but it is of interest to note that only 17 among the 241 clauses<sup>19</sup> analysed in this study make use of negation. Below, in Table 5.15 and Chart 5.22, I juxtapose the non-negated and negated clauses on the basis of the use of the different moods and other structures. As can be seen, the proportion of negated clauses to non-negated is over 12 to 1, but the percentage share of the subjunctive in both is comparable: 27.8% for the former and 22.22% for the latter type of clauses. On the other hand, an increase can be noted for the percentage share of the indicative (from 29.6% to 33.33%) and ambiguous (from 29.6% to 38.89%) negated clauses, with the opposite trend for modal periphrasis (from 10.76% to 5.56%). On the whole, however, the divergences are not as considerable as they are in Schlüter’s (2009) study.

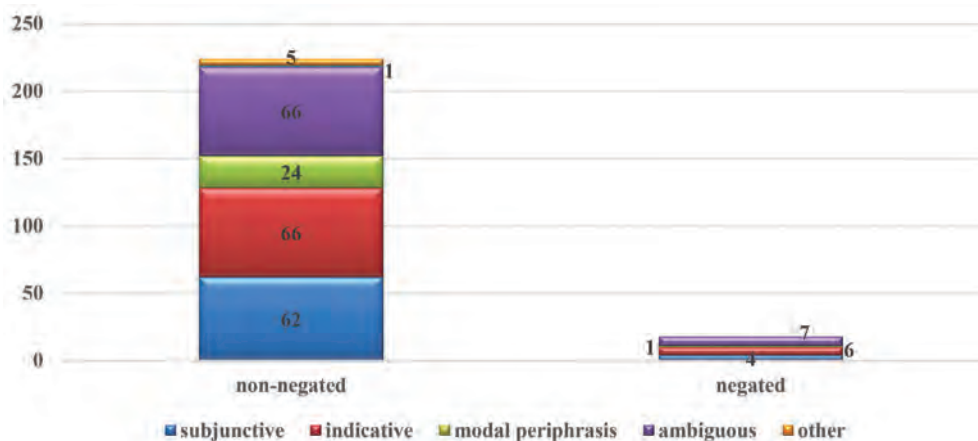
Table 5.15: The use of different grammatical structures in non-negated (223 occurrences) and negated clauses (18 occurrences)

Type		Symbol	Non-negated			Negated		
			N° of occs.	Percentage participation (%)		N° of occs.	Percentage participation (%)	
				in non-negated	in all		in negated	in all
subjunctive	<b>all</b>	<b>(S+SW)</b>	<b>62</b>	<b>27.80%</b>	<b>26.27%</b>	<b>4</b>	<b>22.22%</b>	<b>1.69%</b>
	present	(S)	58	26.01%	24.58%	4	22.22%	1.69%
	were	(SW)	4	1.79%	1.69%	0	0.00%	0.00%
indicative		<b>(I)</b>	<b>66</b>	<b>29.60%</b>	<b>27.97%</b>	<b>6</b>	<b>33.33%</b>	<b>2.54%</b>
modal periphrasis	<b>all</b>	<b>(M+W)</b>	<b>36</b>	<b>16.14%</b>	<b>15.25%</b>	<b>6</b>	<b>33.33%</b>	<b>2.54%</b>
	other than <i>will</i>	<b>(M)</b>	<b>24</b>	<b>10.76%</b>	<b>10.17%</b>	<b>1</b>	<b>5.56%</b>	<b>0.42%</b>

19. This is the total number of both dependent and non-dependent clauses analysed in the course of the research.

Type		Symbol	Non-negated			Negated		
			N° of occs.	Percentage participation (%)		N° of occs.	Percentage participation (%)	
				in non-negated	in all		in negated	in all
ambiguous	all	(A)	66	29.60%	27.97%	7	38.89%	2.97%
	<i>will</i>	(W)	12	5.38%	5.08%	5	27.78%	2.12%
	other than <i>will</i>	(A-W)	54	24.22%	22.88%	2	11.11%	0.85%
other			5	2.24%	2.12%	0	0.00%	0.00%
<b>TOTAL</b>			<b>223</b>	<b>100.00%</b>	<b>94.49%</b>	<b>18</b>	<b>100.00%</b>	<b>7.63%</b>

Chart 5.22: The use of different grammatical structures in non-negated (223 occurrences) and negated clauses (18 occurrences)



In Table 5.16, I provide the actual negated verbs and the information concerning the clauses in which they are attested, along with reference numbers by which (with the use of labels) they can be located in Appendix I.

Table 5.16: Verbs in negated clauses

N°	Verb – lemma	N° of occurrences	Label/Appendix I n°	Number	Clause type
1.	agree	1 out of 1	A45 (W13)/(99) W13 (A45)/(99)	sg	relative cl.
2.	be	1 out of 38	I69/(146)	sg	object cl.
3.	behave	1 out of 1	I4/(17)	sg	cl. of condition
4.	do	2 out of 13	I7/(34) I67/(142)	sg	1 cl. of condition 1 object cl.
5.	fasten	1 out of 2	A68/(135)	pl	subject cl.

6.	have	1 out of 19	S48/(36)	sg	cl. of condition
7.	help	1 out of 2	M1/(8)	sg	cl. of condition
8.	lie (1)	1 out of 5	I62/(136)	sg	subject comp. cl.
9.	lose	2 out of 5	I65/(140) S53/(53)	sg	1 object cl. 1 cl. of purpose
10.	pass	1 out of 3	A37/(76)	pl	cl. of time
11.	remove	1 out of 1	A17 (W7)/(27) W7 (A17)/(27)	pl	cl. of condition
12.	suffer	1 out of 1	A18 (W8)/(27) W8 (A18)/(27)	pl	cl. of condition
13.	swear	1 out of 2	A15 (W5)/(22) W5 (A15)/(22)	pl	cl. of condition
14.	take	1 out of 15	S59/(128)	sg	subject cl.
15.	tarry	1 out of 3	S54/(70)	sg	cl. of manner
16.	will	1 out of 5	A16 (W6)/(25) W6 (A16)/(25)	sg	cl. of condition
TOTAL	<b>16</b>	<b>18</b>	<b>6I</b> – 33.3% <b>4S</b> – 22.2% <b>7A</b> – 38.9% [ <b>5W</b> – 27.8%] <b>1M</b> – 5.6%	<b>13sg</b> <b>5pl</b>	<b>8 cl. of condition</b> – 44.4% <b>3 object cl.</b> – 16.7% <b>2 subject cl.</b> – 11.1% <b>1 subject comp. cl.</b> – 5.6% <b>1 cl. of purpose</b> – 5.6% <b>1 cl. of time</b> – 5.6% <b>1 cl. of manner</b> – 5.6% <b>1 relative cl.</b> – 5.6%

## 5.8 Conclusion

The aim of this chapter was to present the data concerning the use of the subjunctive in the text of the *Laws of Oléron* from a variety of angles in order to compare them with other studies on issues related to the topic of the subjunctive. The first two sections have been devoted to an investigation along the lines established for the two most common areas of subjunctive studies – the use of the subjunctive after specific conjunctions and in the mandative context. The former aspect is widely studied in diachronic analyses, and the latter in synchronic PdE research. The results obtained in Section 5.2 (the use of the subjunctive after a set of conjunctions considered *triggers*) are not particularly surprising. To some extent they repeat and also corroborate what has already been said in Chapter 4, i.e. that the subjunctive is most frequently employed after *if*. With respect to the mandative subjunctive (Section 5.3), a topic of interest in PdE studies, it has to be admitted that its use is unattested in the analysed text, even though four potential

contexts for its employment have been located. However, no conclusions can be drawn on this basis, considering the paucity of the contexts.

When it comes to the comparison of the use of *to be* as opposed to other verbs in the subjunctive mood (Section 5.4), the results are ambiguous. 37% of all the uses of *to be* (with the exclusion of contexts where *to be* functions as an auxiliary) are in the subjunctive, as opposed to its lower participation (27%) among lexical verbs. On the other hand, however, the total number of subjunctive occurrences is greater among the lexical verbs (52) than in the case of *to be* (14). Moreover, if one were to concentrate on the frequency of the use of the subjunctive for each main verb instead, *to have* would take the lead, with its 19 occurrences, 42% of which are in the subjunctive. When the subjunctive uses of *to be* are seen in the contexts of all of the data analysed, they constitute only 6%.

Another issue which I investigated in this chapter was the passive vs. active voice as a factor influencing the use of the subjunctive (Section 5.5). The general assumption was that the passive, as a marker of formality, would co-occur with the subjunctive more frequently than active voice structures. This claim, however, has not been supported by the data from the eMnE translation of the *Laws of Oléron*.

The analysis of the use of modal verbs in potential subjunctive contexts (Section 5.6) revealed that *will*, *should*, and *shall* are the most frequently employed modals. Finally, when it comes to testing the claim held for PdE, according to which the subjunctive would be more common in affirmative than negative contexts (Section 5.7), it would appear to be true for the present data, but its frequency is higher by only 5%.

## CHAPTER 6

# The use of the subjunctive in the French source text(s)

### 6.1 Introduction

Whereas the focal point of the previous chapters was the use of the subjunctive in the eMnE translation of the *Laws of Oléron*, this chapter aims to look below the surface in search of the potential influence of the French source text on the presence, or absence, of the subjunctive in the given circumstances. All of the relevant linguistic data are provided in Appendix I, where for each sentence of the eMnE translation is followed by the corresponding MF and AN extracts.

The division of the chapter into sections mirrors the structure employed in Chapter 4, i.e. first the discussion concentrates on non-dependent clauses (Section 6.2), and then various dependent clauses are analysed (Section 6.3). Each section begins with a brief description of the use of the subjunctive in the relevant type of clause in Old French (OF, 8th-14th centuries), which is the ancestor of both Middle French (MF, 14th-17th centuries) and Anglo-Norman (AN, 11th-15th centuries).<sup>1</sup> This is followed by a presentation of the relevant numerical and percentage data for the MF and AN texts in relation to the eMnE document.

Once again, the linguistic data are provided in Appendix I below the relevant eMnE clauses, which were the subject of discussion in Chapter 4. The manner of tagging the French data is slightly different than it was for the eMnE clauses. In particular, where a situation is transparent and a clause can straightforwardly be labelled as indicative or subjunctive, the symbols employed are 'I' and 'S' respectively. An additional category, as it is absent from the English data, is the conditional, abbreviated as 'C'. The availability of the subjunctive in a given context is a deciding factor in the assignment of ambiguous status (A), when the form of the verb does not allow

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1. Cf. Section 1.1 and 1.5.1 of Chapter 1 for information on AN and the relationship between MF and AN.

a clear identification. Next, a consecutive Roman numeral, to differentiate these labels from the eMnE ones, is given, followed by information concerning the grammatical form of the verb. The AN data are not labelled with numerals as they only serve an auxiliary function, since one cannot trace a direct textual transmission line between the AN documents and the MF and eMnE texts. For those contexts where the form is ambiguous but the subjunctive, according to Jensen (1974), was not in use, I only provide grammatical information concerning the indicative form and follow it up with the ‘[- subj.]’ label. Finally, in formally ambiguous contexts where the subjunctive was potentially available, I give the grammatical information concerning the two competing interpretations and preface the note with the ‘A’ label.<sup>2</sup>

One important issue which needs to be raised at this point is that the MF and AN data consist of clauses *corresponding* to particular clause types in English, but that they do not necessarily represent the same clause types. In other words, the translator of the eMnE text did not always resort to the same syntactic structures. Thus, while all of the verbal forms analysed here correspond to each other, the particular syntactic environments in which they are employed need not be the same.

## **6.2 The subjunctive in clauses corresponding to eMnE non-dependent clauses**

According to Jensen (1974: 15), the subjunctive in OF could be used in main clauses with or without *que* ‘that’, where *que* should be regarded as “a morpheme which, in addition to verbal endings, announces a subjunctive”. Its presence is especially valuable in those contexts where the indicative and subjunctive forms converge, as it enables one to differentiate between them. Jensen (1974: 16-23) distinguishes the following types of the subjunctive in main clauses: (i) the volitive subjunctive (used mainly in expressions of wishing, ordering, exhorting, counselling, etc.);<sup>3</sup> (ii) the polemic subjunctive; (iii) the concessive subjunctive; (iv) the subjunctive of doubt; (v) in a conditional relationship; (vi) parataxis. None of these are attested in the relevant non-dependent clauses corresponding to those analysed in Chapter 4. Nor is there any subjunctive form in the clauses corresponding to those excluded from the analysis in Chapter 4 (Section 4.2), even though they are formally ambiguous. It is, therefore, impossible to investigate the influence of French on the use of the subjunctive in the eMnE text as far as non-dependent clauses are concerned.

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2. For a complete account of the methodological procedure adopted here, see Chapter 3, in particular Section 3.3.

3. This context is also listed in Einhorn (1974: 116).

## 6.3 The subjunctive in clauses corresponding to eMnE dependent clauses

The use of the subjunctive in English has always been more common in subordinate clauses, with a general decline in the frequency, and a limitation of contexts in each subsequent century (cf. Chapter 2). In contrast, “in spite of all fluctuations in use, the French subjunctive shows no sign of weakness” (Jensen 1974: 14, following Brunot 1936: 519).<sup>4</sup> In the following sections, I will refer the eMnE data to the relevant MF and AN extracts, providing grammatical information concerning the corresponding verb forms, using the classification labels discussed in Section 3.3 of Chapter 3 and in Section 6.1.

### 6.3.1 Adverbial clauses

#### 6.3.1.1 Clauses of condition

According to Jensen (1974: 101), the indicative has always been the default mood in French conditional clauses concerning the present but, in contrast to Present-day French (PdF), where its use is the rule, in OF this rule “was not always strictly followed, leaving room for a rare subjunctive”. It is, in contrast, a typical context for the use of the subjunctive in eMnE, so one does not expect the MF or AN texts to have influenced the eMnE translation to a great extent in this respect.

This situation changes in two contexts: (i) when coordinated conditional clauses are used in *si – et que* (‘if – and that’) structures, with *et (que)* introducing a second condition, after which the subjunctive was employed (Jensen 1974: 101-102, 106-107);<sup>5</sup> and (ii) when one turns to clauses concerning the past (Jensen 1974: 102-106). The latter clause types could belong either to the *potentialis* group, where both past subjunctive forms and mixed constructions were allowed, or *irrealis*, in which context one could encounter both the imperfect and pluperfect subjunctive, as well as a variety of hybrid constructions (Jensen 1974: 101-105).<sup>6</sup>

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4. According to Martineau (1994: 46), one of the differences between the Present-day French subjunctive and the subjunctive of the earlier historical periods lies in the use of the subjunctive with a subject which is coreferential between main and subordinate clauses. Whereas this use was still accepted in 18th-century French, nowadays it is impossible to use it in this manner and it has to be replaced with an infinitive structure (Martineau 1994: 45).

5. There is a debate concerning the use of the subjunctive in conditional clauses in AN, where some researchers postulate that this is a dialectal feature characteristic of AN. See Jensen (1974: 102) for references.

6. Cf. also Einhorn (1974: 118), who states that a variety of combinations were available in this context: past, pluperfect and imperfect subjunctive, as well as the conditional mood.

In accordance with the methodological approach employed in this research (cf. Section 3.2 of Chapter 3), I do not distinguish between past or past perfect subjunctive in English, as any attempts at such a distinction would be an instance of that practice criticised by Visser (1955: 206), namely, adherence to the term subjunctive to name the grammatical structures present in those places where the subjunctive was employed *historically*. Therefore, all such forms are treated as indicatives, which means I cannot postulate any influence of the French subjunctive in these areas.<sup>7</sup> But one could potentially envisage French influence where the eMnE translation makes use of subjunctive, be it present or *were*-subjunctives, and the MF and/or AN text(s) resort(s) to past, imperfect or pluperfect subjunctives. Additionally, quite interestingly, “the imperfect subjunctive is often found where a present subjunctive would seem more logical” (Einhorn 1974: 118), which only supports this hypothesis.

The most common conjunction used in clauses of condition is *si*, the equivalent of *if*, sometimes coordinated with *et (que)/et si* ‘and (that)/if’ (Jensen 1974: 101-102). But one can also find *mais que* ‘provided that, on condition that’ and *par ce que, por ce que, por tant que, por que, par si que, par tel que*, etc., all equivalent to ‘provided that, on condition that’ when employed in conditional clauses (Jensen 1974: 106-109).

All eMnE clauses of condition discussed in Section 4.3.1.1 are listed in (5)-(40) in Appendix I, accompanied by the relevant fragment of the corresponding MF and AN texts. Clearly, there is little parallel between the eMnE and MF or AN texts when it comes to the use of the subjunctive, but the following observations can be offered. The subjunctive is the preferred mood in clauses of condition in the eMnE translation (51 out of the total of 86 clauses), whereas its use in the analysed MF version of the *Laws of Oléron* is scarce, with only four occurrences. All four instances of the subjunctive in French (S.I, S.II, S.III and S.IV) co-occur with the subjunctive in English (S22, S24, S33 and S51 respectively). Interestingly, two of them (S.I and S.III) occur in coordinated conditional clauses introduced by *si* and *et (que)* (cf. 19 and 27), one (S.II) in coordination where only the relevant clause is conditional (cf. 23) and the fourth (S.IV) after the *sans que* ‘without’ conjunction (cf. 39). Two of them are past forms (*subjonctif imparfait*) and two are present.

As far as similarities in this respect to the AN texts are concerned, they are not straightforward, either. There are nine subjunctive forms in AN-LH and 12 in AN-LM, only three of which in each case do not correspond to the uses of the subjunctive in the eMnE translation (cf. the forms corresponding to M4 and I3 in 13, and to I5 in 23). The remaining subjunctive uses can be found in (19), (23), (26), (27 – only for AN-LM), (30 – two for AN-LH and three in the case of AN-LM) and (33 – one

7. Interestingly, among the analysed clauses, 25 (SW1, SW2, I3, A27, I10, I11, A28, I12, I20, I24, I32, I34, A39, A41, SW3, A46, I42, A53, I43, I56, I63, I65, I67, SW4, I72, cf. Table AII.2 in Appendix II) make use of past or past perfect forms, and only six of them (I3, A28, A39, I43, I56, SW4), i.e. 24%, could potentially stem from subjunctive use in the French source text. This could be the case, however, only if the predominantly ambiguous forms employed in these contexts in the MF text were assumed to have been interpreted as the subjunctive by the eMnE translator, which I find impossible to prove.

for AN-LH and two for AN-LM). Seven of them, all present forms, correspond to the indicative forms in the MF text (I.XXXI and I.XXXII (cf. 23), I.XXXVI (cf. 26), I.XXXVIII (cf. 27), I.XLII-I.XLIV (cf. 30)) three to ambiguous ones (A.IV in 13, and A.XVIII-A.XIX in 33), one to the conditional mood (C.I in 13), and only one of them converges with the use of the subjunctive in the MF document (S.I in 19).

Taking into account all of the above, it would be tenuous to postulate any French influence in this area. The MF findings are rather congruent with the general tendency not to use the subjunctive in clauses of condition referring to the present or future noted for French,<sup>8</sup> with two out of four clauses making use of past subjunctive forms.

The dominant mood employed in the analysed MF (ca. 58%) and AN (ca. 47% in AN-LH and 40% in AN-LM) clauses corresponding to the eMnE conditional clauses is the indicative, whereas the use of ambiguous forms is similar to their percentage rate in the eMnE translation. The eMnE text makes use of such forms in 27.91% (24 occurrences) of the analysed clauses and MF in 26.19%, whereas in both AN texts ambiguous forms can be noted for ca. 29% of the data (20 occurrences in all three French texts). See Table 6.1 below:

Table 6.1: Verbal forms in clauses corresponding to eMnE conditional clauses

Type		Symbol	eMnE		MF		AN-LH		AN-LM	
			N° of occur.	%	N° of occur.	%	N° of occur.	%	N° of occur.	%
subjunctive	<b>all</b>	<b>(S+SW)</b>	<b>51</b>	<b>59.30%</b>	<b>4</b>	<b>4.76%</b>	<b>9</b>	<b>12.86%</b>	<b>12</b>	<b>17.91%</b>
indicative		<b>(I)</b>	<b>7</b>	<b>8.14%</b>	<b>49</b>	<b>58.33%</b>	<b>33</b>	<b>47.14%</b>	<b>27</b>	<b>40.30%</b>
modal periphrasis / corresponding French lexical verbs with infinitival complementation	<b>all</b>	(M+W) in eMnE	14	16.28%	7	8.33%	7	10.00%	7	10.45%
	other than <i>will</i> / <i>vouloir</i> ( <i>voler</i> )	<b>(M)</b> in eMnE	4	4.65%	1	1.19%	1	1.43%	1	1.49%
ambiguous	<b>all</b>	<b>(A)</b>	<b>24</b>	<b>27.91%</b>	<b>22</b>	<b>26.19%</b>	<b>20</b>	<b>28.57%</b>	<b>20</b>	<b>29.85%</b>
	<i>will</i>	<b>(W)</b>	10	11.63%	NA	NA	NA	NA	NA	NA
	other than <i>will</i>	<b>(A-W)</b>	14	16.28%	NA	NA	NA	NA	NA	NA
other: infinitive		<b>(Inf.)</b>	<b>0</b>	<b>0.00%</b>	<b>1</b>	<b>1.19%</b>	<b>1</b>	<b>1.43%</b>	<b>1</b>	<b>1.49%</b>
conditional (French)		<b>(C)</b>	NA	NA	<b>1</b>	<b>1.19%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>
<b>TOTAL</b>			<b>86</b>	<b>100%</b>	<b>84</b>	<b>100%</b>	<b>70</b>	<b>100%</b>	<b>67</b>	<b>100%</b>

Divergences in the use of the subjunctive in clauses of condition become even more conspicuous when the data are limited to those corresponding to 3rd person singular eMnE forms. In this analysis, the participation of the subjunctive at a level of 77% in the eMnE translation is juxtaposed with ca. 6% of subjunctive use in the MF

8. Cf. the beginning of the section.

text, 15% in AN-LH and 21% in AN-LM. The values for the indicative show a reversal of this trend, where the eMnE data are indicative in ca. 11% of the analysed clauses and ca. 67% of the corresponding clauses in the MF text employ this mood. See Table 6.2 for detailed data:

Table 6.2: Verbal forms in clauses corresponding to eMnE conditional clauses, limited to 3rd person singular forms (in eMnE)

Type		Symbol	eMnE		MF		AN-LH		AN-LM	
			N° of occur.	%	N° of occur.	%	N° of occur.	%	N° of occur.	%
subjunctive	<b>all</b>	(S+SW)	<b>51</b>	<b>77.27%</b>	<b>4</b>	<b>6.25%</b>	<b>8</b>	<b>14.55%</b>	<b>11</b>	<b>21.15%</b>
indicative		(I)	<b>7</b>	<b>10.61%</b>	<b>43</b>	<b>67.19%</b>	<b>28</b>	<b>50.91%</b>	<b>22</b>	<b>42.31%</b>
modal periphrasis / corresponding French lexical verbs with infinitival complementation	<b>all</b>	(M+W) in eMnE	8	12.12%	3	4.69%	3	5.45%	3	5.77%
	other than <i>will</i> / <i>vouloir</i> ( <i>voler</i> )	(M) in eMnE	3	4.55%	1	1.56%	1	2.00%	1	1.92%
ambiguous	<b>all</b>	(A)	<b>5</b>	<b>7.58%</b>	<b>14</b>	<b>21.88%</b>	<b>16</b>	<b>29.09%</b>	<b>16</b>	<b>30.77%</b>
	<i>will</i>	(W)	5	7.58%	NA	NA	NA	NA	NA	NA
	other than <i>will</i>	(A-W)	0	0.00%	NA	NA	NA	NA	NA	NA
conditional		(C)	NA	NA	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>
<b>TOTAL</b>			<b>66</b>	<b>100%</b>	<b>64</b>	<b>100%</b>	<b>55</b>	<b>100%</b>	<b>52</b>	<b>100%</b>

### 6.3.1.2 Clauses of similarity and comparison

As indicated in Chapter 4 (Section 4.3.1.2), there is not a single subjunctive form in use in the eMnE clauses of similarity and comparison analysed in this study. When it comes to French, according to Jensen (1974: 110), who combines in his discussion clauses of similarity and comparison with comparative clauses (discussed here in Section 6.3.2), the subjunctive has never been the dominant mood in this context but it could occur.

Jensen (1974: 110-115) distinguishes between hypothetical (conditional) comparative clauses and the remaining clauses, some of which express equality, some inequality. When it comes to the first category, Jensen (1974: 110) states that the majority of cases employed the imperfect or pluperfect subjunctive up until the 16th century, when the indicative took over. Moreover, Einhorn (1974: 117) lists these clauses as a potential venue for the subjunctive. The present subjunctive, on the other hand, was a rarity even in the OF period, to which it was restricted (Jensen 1974: 110-115). Conjunctions employed in such clauses are *comme si* 'as if', *aussi comme* 'also as/ as \*\*\* as', *autant*

*comme* ‘as much as’, *tel comme* ‘such as’, and *que se* ‘than if’, which was usually followed by a past subjunctive (Jensen 1974: 111).

As far as comparisons of equality or inequality are concerned, they employ both the indicative and the subjunctive, but the latter becomes rare towards the end of the medieval period (Jensen 1974: 112-113). Conjunctions used in these clauses are the same as those already listed, enriched by *plus que* ‘more than’, *mieux que* ‘better than’, and *moins que* ‘less than/fewer than’ (Jensen 1974: 112).

The clauses of similarity found in the eMnE translation are presented in (41)-(45), followed by the corresponding extracts from the MF and AN texts. Interestingly, in (41) the clause corresponding to the eMnE clause of similarity is a relative clause in MF, and in (45) one finds a clause of place in all three French texts. Regardless of the type of clause which corresponds to each of the eMnE clauses of similarity, one can easily note that only one of them opts for the subjunctive, i.e. clause (S.V in MF) in (42) and its equivalents in the remaining French texts.

With respect to clauses of comparison, extracts (46)-(49) need to be consulted. As was the case with clauses of similarity, here only one MF clause (S.VI for MF in 48) makes use of the subjunctive, whereas in the case of the two AN texts the subjunctive is noted in the clauses corresponding to the eMnE clause (I12) in (49).

Again, as was the case with clauses of condition, one cannot talk of any clear correspondences in the choice of moods between the eMnE and French clauses. The texts, especially the eMnE and MF ones, are undoubtedly very close, but no clear influence in this respect can be pointed to. On the other hand, the use of past tenses in clauses of comparison in these two documents is undoubtedly analogous.

The dominant mood in all of the texts analysed is the indicative, but this is the only point of convergence between the English and French. As for the remainder of the clauses, one can note a close relationship between AN and MF, but not with eMnE. The exact numerical and percentage values are provided in Table 6.3 for all of the instances of clauses of similarity and comparison, with the data for the singular only presented in Table 6.4.

Table 6.3: Verbal forms in clauses corresponding to eMnE clauses of similarity and comparison

Type		Symbol	eMnE		MF		AN-LH		AN-LM	
			N° of occur.	%	N° of occur.	%	N° of occur.	%	N° of occur.	%
subjunctive	<b>all</b>	(S+SW)	0	0.00%	2	22.22%	2	25.00%	2	25.00%
indicative		(I)	4	44.44%	5	55.56%	4	50.00%	4	50.00%
modal periphrasis / corresponding French lexical verbs with infinitival complementation	<b>all</b>	(M+W) in eMnE	2	22.22%	0	0.00%	0	0.00%	0	0.00%
	other than will / vouloir (voler)	(M) in eMnE	2	22.22%	0	0.00%	0	0.00%	0	0.00%

Type		Symbol	eMnE		MF		AN-LH		AN-LM	
			N° of occur.	%	N° of occur.	%	N° of occur.	%	N° of occur.	%
ambiguous	<b>all</b>	(A)	3	33.33%	1	11.11%	2	25.00%	2	25.00%
	<i>will</i>	(W)	0	0.00%	NA	NA	NA	NA	NA	NA
	other than <i>will</i>	(A-W)	3	33.33%	NA	NA	NA	NA	NA	NA
conditional		(C)	NA	NA	1	11.11%	0	0.00%	0	0.00%
<b>TOTAL</b>			<b>9</b>	<b>100%</b>	<b>9</b>	<b>100%</b>	<b>8</b>	<b>100%</b>	<b>8</b>	<b>100%</b>

Table 6.4: Verbal forms in clauses of similarity and comparison, limited to 3rd person singular forms (in eMnE)

Type		Symbol	eMnE		MF		AN-LH		AN-LM	
			N° of occur.	%	N° of occur.	%	N° of occur.	%	N° of occur.	%
subjunctive	<b>all</b>	(S+SW)	0	0.00%	1	16.67%	2	40.00%	2	40.00%
indicative		(I)	4	66.67%	4	66.67%	3	60.00%	3	60.00%
modal periphrasis / corresponding French lexical verbs with infinitival complementation	<b>all</b>	(M+W) in eMnE	2	33.33%	0	0.00%	0	0.00%	0	0.00%
	other than <i>will</i> / <i>vouloir</i> (voler)	(M) in eMnE	2	33.33%	0	0.00%	0	0.00%	0	0.00%
ambiguous	<b>all</b>	(A)	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	<i>will</i>	(W)	0	0.00%	NA	NA	NA	NA	NA	NA
	other than <i>will</i>	(A-W)	0	0.00%	NA	NA	NA	NA	NA	NA
conditional		(C)	NA	NA	1	16.67%	0	0.00%	0	0.00%
<b>TOTAL</b>			<b>6</b>	<b>100%</b>	<b>6</b>	<b>100%</b>	<b>5</b>	<b>100%</b>	<b>5</b>	<b>100%</b>

### 6.3.1.3 Clauses of purpose

Jensen (1974: 81) states that, due to the volitive nature of clauses of purpose (final clauses) “which are incompatible with objectively existing facts”, the subjunctive is the mood employed almost exclusively in them.<sup>9</sup> The origin of this use goes back to Latin (Jensen 1974: 81). Conjunctions which could be employed in such clauses are: *que*, *pour ce que*, *pour que*, *par quoi*, *a ce que*, *afin que*, *a celle fin que* (Jensen 1974: 81-84), all of which correspond to ‘for, so that, in order to’.

Unfortunately, out of only four clauses (50)-(53) classifying for inclusion among clauses of purpose in the analysed English text, three employ infinitives following *for*. It

9. This context is also listed in Einhorn (1974: 117).

is interesting to learn that their direct source is the MF text, but the use of the structure goes back to the AN text of the *Laws of Oléron*, where, in the case of clauses listed in (50) and (51), one can also find infinitives. The *for* in the eMnE translation is a rendering of the French *pour* ‘for’.

There is one finite clause of purpose in the eMnE translation which corresponds to the same type of clause in the MF text (53), but the form of the verb employed in the French version is formally ambiguous, so no direct influence can be postulated.

The percentage share of infinitives and ambiguous forms in the MF text in the contexts corresponding to the eMnE clauses of purpose is the same as the ratio between infinitives and the subjunctive in the eMnE translation. See Table 6.5 for numerical and percentage data. The data for verbs in the singular are not presented, since there is only one finite (singular) form here.

Table 6.5: Verbal forms in clauses corresponding to eMnE clauses of purpose

Type		Symbol	eMnE		MF		AN-LH		AN-LM	
			N° of occur.	%	N° of occur.	%	N° of occur.	%	N° of occur.	%
subjunctive	<b>all</b>	(S+SW)	<b>1</b>	<b>25.00%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>
indicative		(I)	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>
modal periphrasis / corresponding French lexical verbs with infinitival complementation	<b>all</b>	(M+W) in eMnE	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>
	other than will / vouloir (voler)	(M) in eMnE	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>
ambiguous	<b>all</b>	(A)	<b>0</b>	<b>0.00%</b>	<b>1</b>	<b>25.00%</b>	<b>1</b>	<b>33.33%</b>	<b>1</b>	<b>33.33%</b>
	<i>will</i>	(W)	<b>0</b>	<b>0.00%</b>	NA	NA	NA	NA	NA	NA
	other than <i>will</i>	(A-W)	<b>0</b>	<b>0.00%</b>	NA	NA	NA	NA	NA	NA
infinitive		(Inf)	<b>3</b>	<b>75.00%</b>	<b>3</b>	<b>75.00%</b>	<b>2</b>	<b>66.67%</b>	<b>2</b>	<b>66.67%</b>
<b>TOTAL</b>			<b>4</b>	<b>100%</b>	<b>4</b>	<b>100%</b>	<b>3</b>	<b>100%</b>	<b>3</b>	<b>100%</b>

#### 6.3.1.4 Clauses of result

Clauses of result (consecutive clauses), being more factual than clauses of purpose (cf. Chapter 4, Section 4.3.1.4), were couched predominantly in the indicative in the eMnE period. OF consecutive clauses were also primarily indicative, which differentiates them from Latin clauses of result, but this was not always the case since the subjunctive could be employed in the context of a desired action or “something purely imagined” (Jensen 1974: 84–85). Einhorn (1974: 117) lists clauses of “prospective result” as one of the contexts for the use of the subjunctive. As for the conjunctions used in consecutive clauses, Jensen (1974: 84) explains that they were introduced by

*que* preceded by a variety of adverbs (*si* ‘such’, *tant* ‘so’, *tellement* ‘so much’), adjectives (*tel* ‘such’, *ce* ‘this’) and even nouns (*de sorte que* ‘in such a way that’, *de façon que* ‘in the manner that’). The relevant clauses in eMnE, MF and AN texts are given in (54)-(58) in Appendix I.

Among the six eMnE clauses of result, none makes use of the subjunctive, which is to be expected because this type of clause was not the usual venue for the subjunctive in eMnE (cf. above and in Section 4.3.1.4 of Chapter 4). No subjunctive can be found in the MF and AN texts either, even though its use in such clauses was possible. The eMnE and MF texts converge in their use of the indicative in three cases (cf. 56 and 57 above), with the AN resorting to it in two instances only (cf. 56). No clear correspondences can be postulated for the remaining clauses, but one needs to bear in mind the ambiguous status of the clauses in (55) and (58) in the eMnE and MF texts respectively. Table 6.6 presents the relevant numerical and percentage data, whereas the analysis of the singular clauses (five out of the six listed contexts) is provided in Table 6.7.

Table 6.6: Verbal forms in clauses corresponding to eMnE clauses of result

Type		Symbol	eMnE		MF		AN-LH		AN-LM	
			N° of occur.	%	N° of occur.	%	N° of occur.	%	N° of occur.	%
subjunctive	<b>all</b>	(S+SW)	0	0.00%	0	0.00%	0	0.00%	0	0.00%
indicative		(I)	4	66.67%	4	66.67%	3	75.00%	3	75.00%
modal periphrasis / corresponding French lexical verbs with infinitival complementation	<b>all</b>	(M+W) in eMnE	1	16.67%	1	16.67%	0	0.00%	0	0.00%
	other than <i>will</i> / <i>vouloir</i> ( <i>voler</i> )	(M) in eMnE	1	16.67%	1	16.67%	0	0.00%	0	0.00%
ambiguous	<b>all</b>	(A)	1	16.67%	1	16.67%	1	25.00%	1	25.00%
	<i>will</i>	(W)	0	0.00%	NA	NA	NA	NA	NA	NA
	other than <i>will</i>	(A-W)	1	16.67%	NA	NA	NA	NA	NA	NA
<b>TOTAL</b>			<b>6</b>	<b>100%</b>	<b>6</b>	<b>100%</b>	<b>4</b>	<b>100%</b>	<b>4</b>	<b>100%</b>

Table 6.7: Verbal forms in clauses corresponding to eMnE clauses of result, limited to 3rd person singular forms (in eMnE)

Type		Symbol	eMnE		MF		AN-LH		AN-LM	
			N° of occur.	%	N° of occur.	%	N° of occur.	%	N° of occur.	%
subjunctive	<b>all</b>	(S+SW)	0	0.00%	0	0.00%	0	0.00%	0	0.00%
indicative		(I)	4	80.00%	3	60.00%	2	66.67%	2	66.67%

modal periphrasis / corresponding French lexical verbs with infinitival complementation	all	(M+W) in eMnE	1	20.00%	1	20.00%	0	0.00%	0	0.00%
	other than <i>will</i> / <i>vouloir</i> ( <i>voler</i> )	(M) in eMnE	1	20.00%	1	20.00%	0	0.00%	0	0.00%
ambiguous	all	(A)	0	0.00%	1	20.00%	1	33.33%	1	33.33%
	<i>will</i>	(W)	0	0.00%	NA	NA	NA	NA	NA	NA
	other than <i>will</i>	(A-W)	0	0.00%	NA	NA	NA	NA	NA	NA
<b>TOTAL</b>			<b>5</b>	<b>100%</b>	<b>5</b>	<b>100%</b>	<b>3</b>	<b>100%</b>	<b>3</b>	<b>100%</b>

### 6.3.1.5 Clauses of reason

Jensen (1974: 79) explains that due to the objective nature of causal clauses, they almost exclusively employed the indicative. However, there were three exceptions to this ‘rule’ and thus the subjunctive could be used: (i) following *comme* ‘since’, a causal conjunction which appeared in the 14th century “in imitation of Latin *cum*” (Jensen 1974: 79), which did “not introduce a new cause, but one which [wa]s already known” (Jensen 1974: 79); (ii) after a negated causal conjunction, e.g. *non mie que* ‘no less so that’, *ne que* ‘only’, *non pas pour ce que* ‘not so that’ (Jensen 1974: 80); and (iii) in a *que*-clause which served an “appended justification” as to why a question was posed (Jensen 1974: 80-81). Some of the frequent causal conjunctions were *pour ce que* ‘so that’, *puisque* ‘since’ and *vu que* ‘seeing that’ (Jensen 1974: 79).

The analysed eMnE translation of the *Laws of Oléron* contains 11 clauses of reason, all of which are given in (59)-(67) in Appendix I followed by the relevant MF and AN passages. None of the relevant eMnE, MF or AN clauses makes use of the subjunctive. In the MF text, the indicative is the mood employed in eight out of the 11 clauses (ca. 73%), with one form (ca. 9%) being ambiguous between the indicative and the subjunctive (cf. 64), and two (ca. 18%) resorting to the use of the verb *devoir* ‘to have to’ (cf. 60 and 66). In the AN texts, there are two ambiguous forms (25%; cf. 62 and 64) and seven indicative clauses (ca. 78%). The remaining two instances of the eMnE causal clauses find no equivalents in AN-LH and AN-LM. Clearly, the present findings are congruent with the general tendencies in this respect noted in Jensen (1974) and summarised at the beginning of the section. Numerical and percentage data are provided on the following page in Table 6.8, as well as in Table 6.9 for clauses in the singular.

It is also worth noting that the two examples provided in (68) in Appendix I as possibly belonging to the category of causal clauses do represent this type in the corresponding MF and AN extracts. The clauses are not included in the overall count of the subjunctive and other forms since they have no overt marking which would justify their inclusion, i.e. they are not introduced by a causal conjunction which is present in the French texts, i.e. *car* ‘because’.

Table 6.8: Verbal forms in clauses corresponding to eMnE clauses of reason

Type		Symbol	eMnE		MF		AN-LH		AN-LM	
			N° of occur.	%	N° of occur.	%	N° of occur.	%	N° of occur.	%
subjunctive	<b>all</b>	(S+SW)	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>
indicative		(I)	<b>4</b>	<b>36.36%</b>	<b>8</b>	<b>72.73%</b>	<b>7</b>	<b>77.78%</b>	<b>7</b>	<b>77.78%</b>
modal periphrasis / corresponding French lexical verbs with infinitival complementation	<b>all</b>	(M+W) in eMnE	3	27.27%	2	18.18%	0	0.00%	0	0.00%
	other than <i>will</i> / <i>vouloir</i> ( <i>voler</i> )	(M) in eMnE	3	27.27%	2	18.18%	0	0.00%	0	0.00%
ambiguous	<b>all</b>	(A)	<b>4</b>	<b>36.36%</b>	<b>1</b>	<b>9.09%</b>	<b>2</b>	<b>22.22%</b>	<b>2</b>	<b>22.22%</b>
	<i>will</i>	(W)	0	0.00%	NA	NA	NA	NA	NA	NA
	other than <i>will</i>	(A-W)	4	36.36%	NA	NA	NA	NA	NA	NA
<b>TOTAL</b>			<b>11</b>	<b>100%</b>	<b>11</b>	<b>100%</b>	<b>9</b>	<b>100%</b>	<b>9</b>	<b>100%</b>

Table 6.9: Verbal forms in clauses corresponding to eMnE clauses of reason, limited to 3rd person singular forms (in eMnE)

Type		Symbol	eMnE		MF		AN-LH		AN-LM	
			N° of occur.	%	N° of occur.	%	N° of occur.	%	N° of occur.	%
subjunctive	<b>all</b>	(S+SW)	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>
indicative		(I)	<b>4</b>	<b>80.00%</b>	<b>3</b>	<b>60.00%</b>	<b>3</b>	<b>75.00%</b>	<b>3</b>	<b>75.00%</b>
modal periphrasis / corresponding French lexical verbs with infinitival complementation	<b>all</b>	(M+W) in eMnE	1	20.00%	1	20.00%	0	0.00%	0	0.00%
	other than <i>will</i> / <i>vouloir</i> ( <i>voler</i> )	(M) in eMnE	1	20.00%	1	20.00%	0	0.00%	0	0.00%
ambiguous	<b>all</b>	(A)	<b>0</b>	<b>0.00%</b>	<b>1</b>	<b>20.00%</b>	<b>1</b>	<b>25.00%</b>	<b>1</b>	<b>25.00%</b>
	<i>will</i>	(W)	0	0.00%	NA	NA	NA	NA	NA	NA
	other than <i>will</i>	(A-W)	0	0.00%	NA	NA	NA	NA	NA	NA
<b>TOTAL</b>			<b>5</b>	<b>100%</b>	<b>5</b>	<b>100%</b>	<b>4</b>	<b>100%</b>	<b>4</b>	<b>100%</b>

### 6.3.1.6 Clauses of manner

Jensen (1974) does not list clauses of manner as a context for the use of the subjunctive, but he does mention the conjunctions *en tel maniere que* 'in such manner that', *de sorte/maniere/façon que* 'of/in the type/manner/way that' in the discussion of consecutive clauses with substantival antecedents which could be followed, depending on whether

or not they denoted intention of facts, by the indicative and subjunctive respectively (Jensen 1974: 87). It is precisely in this context that one finds a verb in the subjunctive corresponding to the use of the subjunctive in all three relevant French texts (cf. 70). In the case of the remaining two clauses of manner, the MF employs ambiguous forms, and so do the AN texts for one of these clauses, with the other being absent from these texts (cf. 69). The conjunction which introduces the clauses in both (69) and (70) is *en telle maniere que*, whose literal translation – ‘in such manner (that)’ – is employed in (cf. 69). The other occurrence of the conjunction is rendered as a synonymous *in suche wyse that* (cf. 70).

The percentage share of the subjunctive is the same in the eMnE and MF texts (33.33%), but the data concern only three clauses and thus cannot be considered to be revealing. The data, which happen to be exclusively in the singular (there are no plural forms among clauses of manner), are provided in Table 6.10.

Table 6.10: Verbal forms in clauses corresponding to eMnE clauses of manner

Type		Symbol	eMnE		MF		AN-LH		AN-LM	
			N° of occur.	%	N° of occur.	%	N° of occur.	%	N° of occur.	%
subjunctive	<b>all</b>	(S+SW)	<b>1</b>	<b>33.33%</b>	<b>1</b>	<b>33.33%</b>	<b>1</b>	<b>50.00%</b>	<b>1</b>	<b>50.00%</b>
indicative		(I)	<b>2</b>	<b>66.67%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>
modal periphrasis / corresponding French lexical verbs with infinitival com- plementation	<b>all</b>	(M+W) in eMnE	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	other than will / vouloir (voler)	(M) in eMnE	<b>0</b>	<b>0.00%</b>	0	0.00%	0	0.00%	0	0.00%
ambiguous	<b>all</b>	(A)	<b>0</b>	<b>0.00%</b>	<b>2</b>	<b>66.67%</b>	<b>1</b>	<b>50.00%</b>	<b>1</b>	<b>50.00%</b>
	<i>will</i>	(W)	0	0.00%	NA	NA	NA	NA	NA	NA
	other than <i>will</i>	(A-W)	0	0.00%	NA	NA	NA	NA	NA	NA
<b>TOTAL</b>			<b>3</b>	<b>100%</b>	<b>3</b>	<b>100%</b>	<b>2</b>	<b>100%</b>	<b>2</b>	<b>100%</b>

### 6.3.1.7 Clauses of time

In French, the natural context for the use of the subjunctive in clauses of time is that of anteriority (Einhorn 1974: 117 and Jensen 1974: 72). In contrast to this, virtually no subjunctive can be found in Old or Middle French in the context of posteriority or simultaneity (Jensen 1974: 71-72).

Jensen (1974: 72-79) provides a long list of temporal conjunctions which could be followed by the subjunctive, along with a brief account of their actual use. These are: (i) *ainz que*, *ainçois que* and *usque* ‘before, until’, with which the subjunctive is the rule; (ii) *avant que* ‘before’, which was not frequent in medieval French, but

could be used with the subjunctive; (iii) *devant (ce) que* ‘before’, used predominantly with the indicative; (iv) *tant com* ‘as long as’, with which both moods could be used interchangeably; (v) *tant que* ‘until’, which could be employed with a variety of moods; (vi) *de ci que* ‘until’, which is similar in use to *tant que*; (vii) *josque, jusques* ‘until’, used predominantly with the subjunctive; (viii) *tresque* ‘until’, which behaves like *josque*; (ix) *jusqu’à tant que*, a mixture of (v) and (vii), which could be used with both the indicative and subjunctive; (x) *jusqu’à ce que*, which also admits both moods; (xi) *que* ‘until’ with a meaning corresponding to (x), which could be followed by the subjunctive; (xii) *en attendant quei* ‘until’, which came into existence in the 15th century and was followed by verbs in the subjunctive.

The clauses of interest for this section are listed in (71)-(84) in Appendix I, following the eMnE clauses to which they correspond. Clearly, the data presented in the appendix are in line with the description of temporal clauses given in Jensen (1974) and summarised at the beginning of this section. At this point, I would like to draw the reader’s attention to the fact that many of the clauses presented are introduced by *quand* ‘when’, which means that they represent “simultaneity” clauses where the subjunctive is very infrequent, and where it is present, it is only after the conjunction *comme* ‘as’. Another quite frequently employed conjunction is (*de*) *puis que* ‘since’, which, in turn, refers to posteriority, in which context the subjunctive is virtually non-attested. The conjunction which could be followed by the subjunctive is *avant (que)* ‘before’ but, unfortunately, in both its occurrences it is followed by infinitives (cf. 77 and 84), so they tell us nothing about the potential influence of French in the area of the use of the subjunctive in this translation. Note however, the subjunctive form(s) in (77) in the AN text(s) in the places corresponding to (S55) in the eMnE *Laws of Oléron*. It is also interesting to observe that two of the MF clauses corresponding to the eMnE extracts under investigation here are non-dependent (cf. 75 and 78). Detailed numerical and percentage data are given in Table 6.11 and then in Table 6.12 for the singular clauses.

Table 6.11: Verbal forms in clauses corresponding to eMnE clauses of time

Type		Symbol	eMnE		MF		AN-LH		AN-LM	
			N <sup>o</sup> of occur.	%	N <sup>o</sup> of occur.	%	N <sup>o</sup> of occur.	%	N <sup>o</sup> of occur.	%
subjunctive	<b>all</b>	(S+SW)	3	16.67%	0	0.00%	0	0.00%	1	7.14%
indicative		(I)	9	50.00%	10	58.82%	9	64.29%	9	64.29%
modal periphrasis / corresponding French lexical verbs with infinitival complementation	<b>all</b>	(M+W) in eMnE	1	5.56%	0	0.00%	0	0.00%	0	0.00%
	other than will / vouloir (voler)	(M) in eMnE	1	5.56%	0	0.00%	0	0.00%	0	0.00%

ambiguous	<b>all</b>	(A)	5	27.78%	4	23.53%	4	28.57%	3	21.43%
	<i>will</i>	(W)	0	0.00%	NA	NA	NA	NA	NA	NA
	other than <i>will</i>	(A-W)	5	27.78%	NA	NA	NA	NA	NA	NA
infinitive		(Inf)	0	0.00%	3	17.65%	1	7.14%	1	7.14%
<b>TOTAL</b>			<b>18</b>	<b>100%</b>	<b>17</b>	<b>100%</b>	<b>14</b>	<b>100%</b>	<b>14</b>	<b>100%</b>

Table 6.12: Verbal forms in clauses corresponding to eMnE clauses of time, limited to 3rd person singular forms (in eMnE)

Type		Symbol	eMnE		MF		AN-LH		AN-LM	
			N° of occur.	%	N° of occur.	%	N° of occur.	%	N° of occur.	%
subjunctive	<b>all</b>	(S+SW)	3	25.00%	0	0.00%	0	0.00%	1	11.11%
indicative		(I)	9	75.00%	8	72.73%	7	77.78%	7	77.78%
modal periphrasis / corresponding French lexical verbs with infinitival complementation	<b>all</b>	(M+W) in eMnE	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	other than <i>will</i> / <i>vouloir</i> ( <i>voler</i> )	(M) in eMnE	0	0.00%	0	0.00%	0	0.00%	0	0.00%
ambiguous	<b>all</b>	(A)	0	0.00%	1	9.09%	1	11.11%	0	0.00%
	<i>will</i>	(W)	0	0.00%	NA	NA	NA	NA	NA	NA
	other than <i>will</i>	(A-W)	0	0.00%	NA	NA	NA	NA	NA	NA
infinitive		(Inf)	0	0.00%	2	18.18%	1	11.11%	1	11.11%
<b>TOTAL</b>			<b>12</b>	<b>100%</b>	<b>11</b>	<b>100%</b>	<b>9</b>	<b>100%</b>	<b>9</b>	<b>100%</b>

### 6.3.1.8 Clauses of place

Jensen (1974) does not mention clauses of place as a context for the use of the subjunctive. Therefore, it is not surprising that no subjunctive can be found in the verses corresponding to the eMnE clauses of place. The relevant sentences are given in (85)-(87) in Appendix I.

As can be seen, the MF text employs clauses of place in two extracts corresponding to the eMnE clauses of place (cf. 86 and 87), whereas in (85) a noun phrase can be found in the relevant place. The numerical and percentage data concerning the use of moods in these sentences are provided in Tables 6.13 and 6.14.

Table 6.13: Verbal forms in clauses corresponding to eMnE clauses of place

Type		Symbol	eMnE		MF		AN-LH		AN-LM	
			N° of occur.	%	N° of occur.	%	N° of occur.	%	N° of occur.	%
subjunctive	<b>all</b>	(S+SW)	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>
indicative		(I)	<b>2</b>	<b>66.67%</b>	<b>2</b>	<b>100.00%</b>	<b>1</b>	<b>100.00%</b>	<b>1</b>	<b>100.00%</b>
modal periphrasis / corresponding French lexical verbs with infinitival complementation	<b>all</b>	(M+W) in eMnE	1	33.33%	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>
	other than <i>will</i> / <i>vouloir</i> ( <i>voler</i> )	(M) in eMnE	<b>1</b>	<b>33.33%</b>	0	0.00%	0	0.00%	0	0.00%
ambiguous	<b>all</b>	(A)	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>
	<i>will</i>	(W)	0	0.00%	NA	NA	NA	NA	NA	NA
	other than <i>will</i>	(A-W)	0	0.00%	NA	NA	NA	NA	NA	NA
<b>TOTAL</b>			<b>3</b>	<b>100%</b>	<b>2</b>	<b>100%</b>	<b>1</b>	<b>100%</b>	<b>1</b>	<b>100%</b>

Table 6.14: Verbal forms in clauses corresponding to eMnE clauses of place, limited to 3rd person singular forms (in eMnE)

Type		Symbol	eMnE		MF		AN-LH		AN-LM	
			N° of occur.	%	N° of occur.	%	N° of occur.	%	N° of occur.	%
subjunctive	<b>all</b>	(S+SW)	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	NA	<b>0</b>	NA
indicative		(I)	<b>1</b>	<b>50.00%</b>	<b>1</b>	<b>100.00%</b>	<b>0</b>	NA	<b>0</b>	NA
modal periphrasis / corresponding French lexical verbs with infinitival complementation	<b>all</b>	(M+W) in eMnE	1	50.00%	<b>0</b>	<b>0.00%</b>	<b>0</b>	NA	<b>0</b>	NA
	other than <i>will</i> / <i>vouloir</i> ( <i>voler</i> )	(M) in eMnE	<b>1</b>	<b>50.00%</b>	0	0.00%	0	NA	0	NA
ambiguous	<b>all</b>	(A)	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	NA	<b>0</b>	NA
	<i>will</i>	(W)	0	0.00%	NA	NA	NA	NA	NA	NA
	other than <i>will</i>	(A-W)	0	0.00%	NA	NA	NA	NA	NA	NA
<b>TOTAL</b>			<b>2</b>	<b>100%</b>	<b>1</b>	<b>100%</b>	<b>0</b>	NA	<b>0</b>	NA

### 6.3.1.9 Adverbial clauses – an overview of findings

Below, I provide a brief overview of the data presented in Section 6.3.1. Firstly, I would like to concentrate on the analysis inclusive of eMnE plural verb phrases and the corresponding French forms. The relevant data are given in the form of Tables 6.15-6.17 and Charts 6.1-6.4. Each chart presents the data for only one of the texts analysed, so that the overall picture is not too confusing. When it comes to the tables, they do not cover all of the data, but instead concentrate on the subjunctive (Table 6.15), indicative (Table 6.16) and

ambiguous forms (Table 6.17) as these are the three points of convergence between the eMnE translation and French texts. There are also infinitives, but these represent a minority group. Modal periphrasis is not covered, since the French equivalents of English modals are fully conjugated in respective moods and tenses and do not, therefore, share all of the morpho-syntactic features of English modal verbs, which make them stand apart from the remaining verbs. Apart from presenting the figures in relation to the total number of occurrences of a given type of clause – which can already be gathered from the respective sections – the tables also juxtapose, in “% of all clauses” rows, these numerical data with the total number of all adverbial clauses – or all clauses corresponding to the eMnE adverbial clauses analysed – in the respective text. Additionally, normalised values for a corpus of a more standardised size, i.e. consisting of 10,000 words, are calculated in rows “nor. p. 10000”.<sup>10</sup>

Table 6.15: An overview of the data concerning adverbial clauses – subjunctive

Clauses of	Subjunctive in eMnE			Subjunctive in MF	Subjunctive in AN-LH	Subjunctive in AN-LM	all such analysed clauses in eMnE	all corresponding clauses in MF	all corresponding clauses in AN-LH	all corresponding clauses in AN-LM
	all (S+SW)	present (S)	were (SW)							
Condition	51	49	2	4	9	12	86	84	70	67
%	59.3%	57.0%	2.3%	4.8%	12.9%	17.9%	100.0%	100.0%	100.0%	100.0%
% of all claus.	36.4%	35.0%	1.4%	2.9%	8.1%	11.1%	61.4%	61.8%	63.1%	62.0%
nor. p. 10000	141.8	136.2	5.6	11.1	28.7	38.6	239.1	233.1	223.1	215.4
Similarity and comparison	0	0	0	2	2	2	9	9	8	8
%	0.0%	0.0%	0.0%	22.2%	25.0%	25.0%	100.0%	100.0%	100.0%	100.0%
% of all claus.	0.0%	0.0%	0.0%	1.5%	1.8%	1.9%	6.4%	6.6%	7.2%	7.4%
nor. p. 10000	0.0	0.0	0.0	5.6	6.4	6.4	25.0	25.0	25.5	25.7
Purpose	1	1	0	0	0	0	4	4	3	3
%	25.0%	25.0%	0.0%	0.0%	0.0%	0.0%	100.0%	100.0%	100.0%	100.0%
% of all claus.	0.7%	0.7%	0.0%	0.0%	0.0%	0.0%	2.9%	2.9%	2.7%	2.8%
nor. p. 10000	2.8	2.8	0.0	0.0	0.0	0.0	11.1	11.1	9.6	9.6
Result	0	0	0	0	0	0	6	6	4	4
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	100.0%	100.0%	100.0%
% of all claus.	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	4.3%	4.4%	3.6%	3.7%
nor. p. 10000	0.0	0.0	0.0	0.0	0.0	0.0	16.7	16.7	12.8	12.9
Reason	0	0	0	0	0	0	11	11	9	9
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	100.0%	100.0%	100.0%
% of all claus.	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	7.9%	8.1%	8.1%	8.3%
nor. p. 10000	0.0	0.0	0.0	0.0	0.0	0.0	30.6	30.5	28.7	28.9

10. Normalised values are calculated based on the total number of words in a given text. For the eMnE translation this value is equal to 3,597 words, in the MF text 3,603 words, in AN-LH 3,137 words, and in AN-LM 3,111 words.

Clauses of	Subjunctive in eMnE			Subjunctive in MF	Subjunctive in AN-LH	Subjunctive in AN-LM	all such analysed clauses in eMnE	all corresponding clauses in MF	all corresponding clauses in AN-LH	all corresponding clauses in AN-LM
	all (S+SW)	present (S)	were (SW)							
Manner	1	1	0	1	1	1	3	3	2	2
%	33.3%	33.3%	0.0%	33.3%	50.0%	50.0%	100.0%	100.0%	100.0%	100.0%
% of all claus.	0.7%	0.7%	0.0%	0.7%	0.9%	0.9%	2.1%	2.2%	1.8%	1.9%
nor. p. 10000	2.8	2.8	0.0	2.8	3.2	3.2	8.3	8.3	6.4	6.4
Time	3	3	0	0	0	1	18	17	14	14
%	16.7%	16.7%	0.0%	0.0%	0.0%	7.1%	100.0%	100.0%	100.0%	100.0%
% of all claus.	2.1%	2.1%	0.0%	0.0%	0.0%	0.9%	12.9%	12.5%	12.6%	13.0%
nor. p. 10000	8.3	8.3	0.0	0.0	0.0	3.2	50.0	47.2	44.6	45.0
Place	0	0	0	0	0	0	3	2	1	1
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	100.0%	100.0%	100.0%
% of all claus.	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	2.1%	1.5%	0.9%	0.9%
nor. p. 10000	0.0	0.0	0.0	0.0	0.0	0.0	8.3	5.6	3.2	3.2
<b>TOTAL</b>	<b>56</b>	<b>54</b>	<b>2</b>	<b>7</b>	<b>12</b>	<b>16</b>	<b>140</b>	<b>136</b>	<b>111</b>	<b>108</b>
%	<b>40.0%</b>	<b>38.6%</b>	<b>1.4%</b>	<b>5.1%</b>	<b>10.8%</b>	<b>14.8%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>
<b>nor. p. 10000</b>	<b>155.7</b>	<b>150.1</b>	<b>5.6</b>	<b>19.4</b>	<b>38.3</b>	<b>51.4</b>	<b>389.2</b>	<b>377.5</b>	<b>353.8</b>	<b>347.2</b>

Table 6.16: An overview of the data concerning adverbial clauses – indicative

Clauses of	Indicative in eMnE	Indicative in MF	Indicative in AN-LH	Indicative in AN-LM	all such analysed clauses in eMnE	all corresponding clauses in MF	all corresponding clauses in AN-LH	all corresponding clauses in AN-LM
Condition	7	49	33	27	86	84	70	67
%	8.1%	58.3%	47.1%	40.3%	100.0%	100.0%	100.0%	100.0%
% of all claus.	5.0%	36.0%	29.7%	25.0%	61.4%	61.8%	63.1%	62.0%
nor. p. 10000	19.5	136.0	105.2	86.8	239.1	233.1	223.1	215.4
Similarity and comparison	4	5	4	4	9	9	8	8
%	44.4%	55.6%	50.0%	50.0%	100.0%	100.0%	100.0%	100.0%
% of all claus.	2.9%	3.7%	3.6%	3.7%	6.4%	6.6%	7.2%	7.4%
nor. p. 10000	11.1	13.9	12.8	12.9	25.0	25.0	25.5	25.7
Purpose	0	0	0	0	4	4	3	3
%	0.0%	0.0%	0.0%	0.0%	100.0%	100.0%	100.0%	100.0%
% of all claus.	0.0%	0.0%	0.0%	0.0%	2.9%	2.9%	2.7%	2.8%
nor. p. 10000	0.0	0.0	0.0	0.0	11.1	11.1	9.6	9.6
Result	4	4	3	3	6	6	4	4
%	66.7%	66.7%	75.0%	75%	100.0%	100.0%	100.0%	100.0%
% of all claus.	2.9%	2.9%	2.7%	2.8%	4.3%	4.4%	3.6%	3.7%
nor. p. 10000	11.1	11.1	9.6	9.6	16.7	16.7	12.8	12.9

Reason	4	8	7	7	11	11	9	9
%	36.4%	72.7%	77.8%	77.8%	100.0%	100.0%	100.0%	100.0%
% of all claus.	2.9%	5.9%	6.3%	6.5%	7.9%	8.1%	8.1%	8.3%
nor. p. 10000	11.1	22.2	22.3	22.5	30.6	30.5	28.7	28.9
Manner	2	0	0	0	3	3	2	2
%	66.7%	0.0%	0.0%	0.0%	100.0%	100.0%	100.0%	100.0%
% of all claus.	1.4%	0.0%	0.0%	0.0%	2.1%	2.2%	1.8%	1.9%
nor. p. 10000	5.6	0.0	0.0	0.0	8.3	8.3	6.4	6.4
Time	9	10	9	9	18	17	14	14
%	50.0%	58.8%	64.3%	64.3%	100.0%	100.0%	100.0%	100.0%
% of all claus.	6.4%	7.4%	8.1%	8.3%	12.9%	12.5%	12.6%	13.0%
nor. p. 10000	25.0	27.8	28.7	28.9	50.0	47.2	44.6	45.0
Place	2	2	1	1	3	2	1	1
%	66.7%	100%	100%	100%	100.0%	100.0%	100.0%	100.0%
% of all claus.	1.4%	1.5%	0.9%	0.9%	2.1%	1.5%	0.9%	0.9%
nor. p. 10000	5.6	5.6	3.2	3.2	8.3	5.6	3.2	3.2
<b>TOTAL</b>	<b>32</b>	<b>78</b>	<b>57</b>	<b>51</b>	<b>140</b>	<b>136</b>	<b>111</b>	<b>108</b>
%	<b>22.9%</b>	<b>57.4%</b>	<b>51.4%</b>	<b>47.2%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>
<b>nor. p. 10000</b>	<b>89.0</b>	<b>216.5</b>	<b>181.7</b>	<b>163.9</b>	<b>389.2</b>	<b>377.5</b>	<b>353.8</b>	<b>347.2</b>

Table 6.17: An overview of the data concerning adverbial clauses – ambiguous forms

Clauses of	Ambiguous forms in eMnE			Ambiguous forms in MF	Ambiguous forms in AN-LH	Ambiguous forms in AN-LM	all such analysed clauses in eMnE	all corresponding clauses in MF	all corresponding clauses in AN-LH	all corresponding clauses in AN-LM
	all (A)	will (W)	other than will (A-W)							
Condition	24	10	14	22	20	20	86	84	70	67
%	27.9%	11.6%	16.3%	26.2%	28.6%	29.9%	100.0%	100.0%	100.0%	100.0%
% of all claus.	17.1%	7.1%	10.0%	16.2%	18.0%	18.5%	61.4%	61.8%	63.1%	62.0%
nor. p. 10000	66.7	27.8	38.9	61.1	63.8	64.3	239.1	233.1	223.1	215.4
Similarity and comparison	3	0	3	1	2	2	9	9	8	8
%	33.3%	0.0%	33.3%	11.1%	25.0%	25.0%	100.0%	100.0%	100.0%	100.0%
% of all claus.	2.1%	0.0%	2.1%	0.7%	1.8%	1.9%	6.4%	6.6%	7.2%	7.4%
nor. p. 10000	8.3	0.0	8.3	2.8	6.4	6.4	25.0	25.0	25.5	25.7
Purpose	0	0	0	1	1	1	4	4	3	3
%	0.0%	0.0%	0.0%	25.0%	33.3%	33.3%	100.0%	100.0%	100.0%	100.0%
% of all claus.	0.0%	0.0%	0.0%	0.7%	0.9%	0.9%	2.9%	2.9%	2.7%	2.8%
nor. p. 10000	0.0	0.0	0.0	2.8	3.2	3.2	11.1	11.1	9.6	9.6
Result	1	0	1	1	1	1	6	6	4	4
%	16.7%	0.0%	16.7%	16.7%	25.0%	25%	100.0%	100.0%	100.0%	100.0%
% of all claus.	0.7%	0.0%	0.7%	0.7%	0.9%	0.9%	4.3%	4.4%	3.6%	3.7%
nor. p. 10000	2.8	0.0	2.8	2.8	3.2	3.2	16.7	16.7	12.8	12.9

Clauses of	Ambiguous forms in eMnE			Ambiguous forms in MF	Ambiguous forms in AN-LH	Ambiguous forms in AN-LM	all such analysed clauses in eMnE	all corresponding clauses in MF	all corresponding clauses in AN-LH	all corresponding clauses in AN-LM
	all (A)	will (W)	other than will (A-W)							
Reason	4	0	4	1	2	2	11	11	9	9
%	36.4%	0.0%	36.4%	9.1%	22.2%	22.2%	100.0%	100.0%	100.0%	100.0%
% of all claus.	2.9%	0.0%	2.9%	0.7%	1.8%	1.9%	7.9%	8.1%	8.1%	8.3%
nor. p. 10000	11.1	0.0	11.1	2.8	6.4	6.4	30.6	30.5	28.7	28.9
Manner	0	0	0	2	1	1	3	3	2	2
%	0.0%	0.0%	0.0%	66.7%	50.0%	50.0%	100.0%	100.0%	100.0%	100.0%
% of all claus.	0.0%	0.0%	0.0%	1.5%	0.9%	0.9%	2.1%	2.2%	1.8%	1.9%
nor. p. 10000	0.0	0.0	0.0	5.6	3.2	3.2	8.3	8.3	6.4	6.4
Time	5	0	5	4	4	3	18	17	14	14
%	27.8%	0.0%	27.8%	23.5%	28.6%	21.4%	100.0%	100.0%	100.0%	100.0%
% of all claus.	3.6%	0.0%	3.6%	2.9%	3.6%	2.8%	12.9%	12.5%	12.6%	13.0%
nor. p. 10000	13.9	0.0	13.9	11.1	12.8	9.6	50.0	47.2	44.6	45.0
Place	0	0	0	0	0	0	3	2	1	1
%	0.0%	0.0%	0.0%	0%	0%	0%	100.0%	100.0%	100.0%	100.0%
% of all claus.	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	2.1%	1.5%	0.9%	0.9%
nor. p. 10000	0.0	0.0	0.0	0.0	0.0	0.0	8.3	5.6	3.2	3.2
<b>TOTAL</b>	<b>37</b>	<b>10</b>	<b>27</b>	<b>32</b>	<b>31</b>	<b>30</b>	<b>140</b>	<b>136</b>	<b>111</b>	<b>108</b>
%	<b>26.4%</b>	<b>7.1%</b>	<b>19.3%</b>	<b>23.5%</b>	<b>27.9%</b>	<b>27.8%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>
<b>nor. p. 10000</b>	<b>102.9</b>	<b>27.8</b>	<b>75.1</b>	<b>88.8</b>	<b>98.8</b>	<b>96.4</b>	<b>389.2</b>	<b>377.5</b>	<b>353.8</b>	<b>347.2</b>

The findings of this study have undoubtedly revealed the fact that the use of the subjunctive in the adverbial clauses of the eMnE translation is independent of the MF source text. In fact, the percentage share of the subjunctive in the eMnE adverbial clauses *in general* is closer to its use in the AN texts than it is to the MF document. All of the French texts, on the other hand, show a high degree of convergence when it comes to the choice of moods.

Chart 6.1: An overview of the data concerning adverbial clauses in eMnE



Chart 6.2: An overview of the data concerning MF clauses corresponding to eMnE adverbial clauses



Chart 6.3: An overview of the data concerning AN-LH clauses corresponding to eMnE adverbial clauses

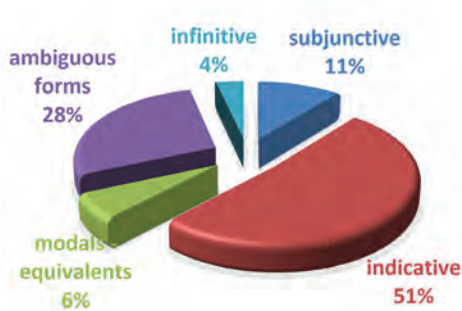
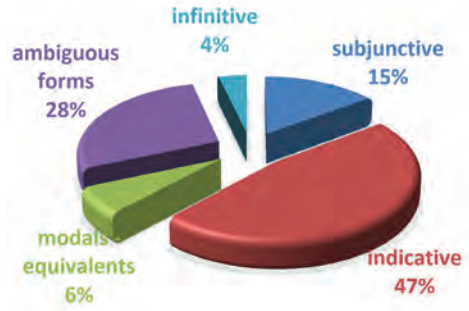


Chart 6.4: An overview of the data concerning AN-LM clauses corresponding to eMnE adverbial clauses



As regards the selection of moods *in specific* adverbial clauses, it would seem that the greatest divergences between the four texts can be found in the data concerning conditional clauses, which are the very source of the high subjunctive ratio in the eMnE document. Furthermore, it needs to be said that, considering the fact that this is the most numerous clause type in my corpus, it shapes the overall picture of adverbial clauses to a great extent. In fact, when not taken jointly with conditional clauses, the remaining types of adverbial clauses agree in their selection of moods to a much greater degree between the eMnE and French texts. The relevant data are provided once again in Charts 6.5-6.8.

Chart 6.5: An overview of the data concerning adverbial clauses in eMnE – participation of different clause types in each verbal form

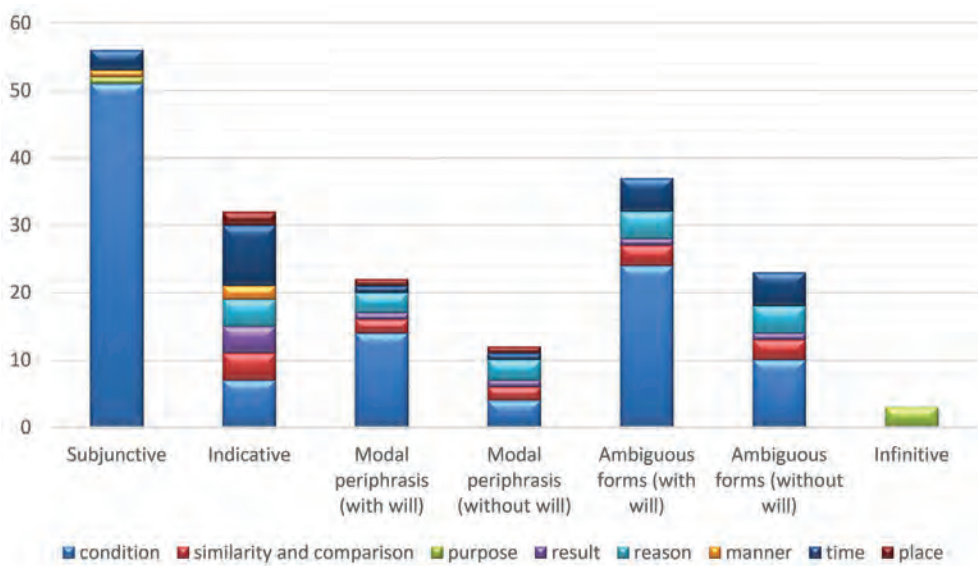


Chart 6.6: An overview of the data concerning MF clauses corresponding to eMnE adverbial clauses – participation of different clause types in each verbal form

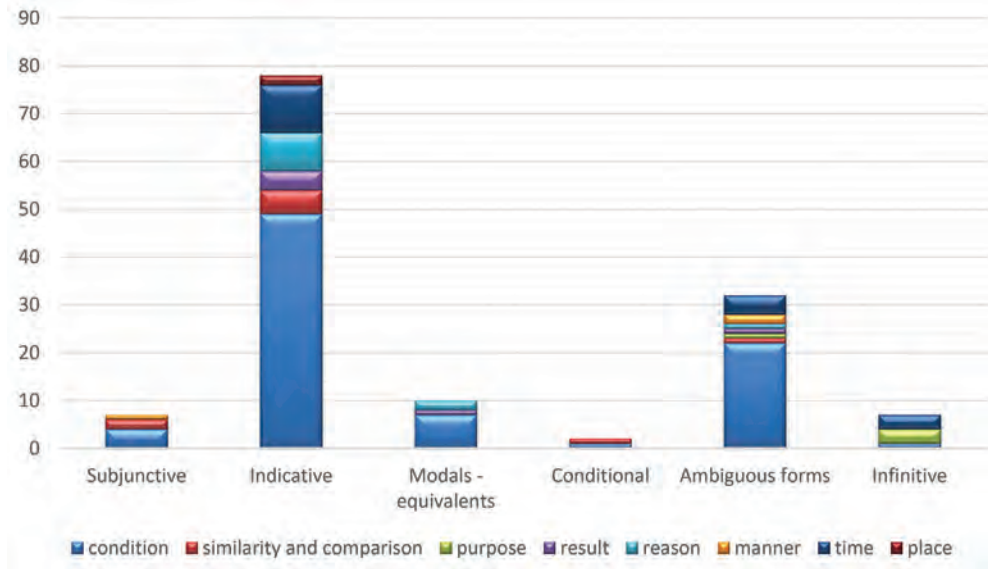


Chart 6.7: An overview of the data concerning AN-LH clauses corresponding to eMnE adverbial clauses – participation of different clause types in each verbal form

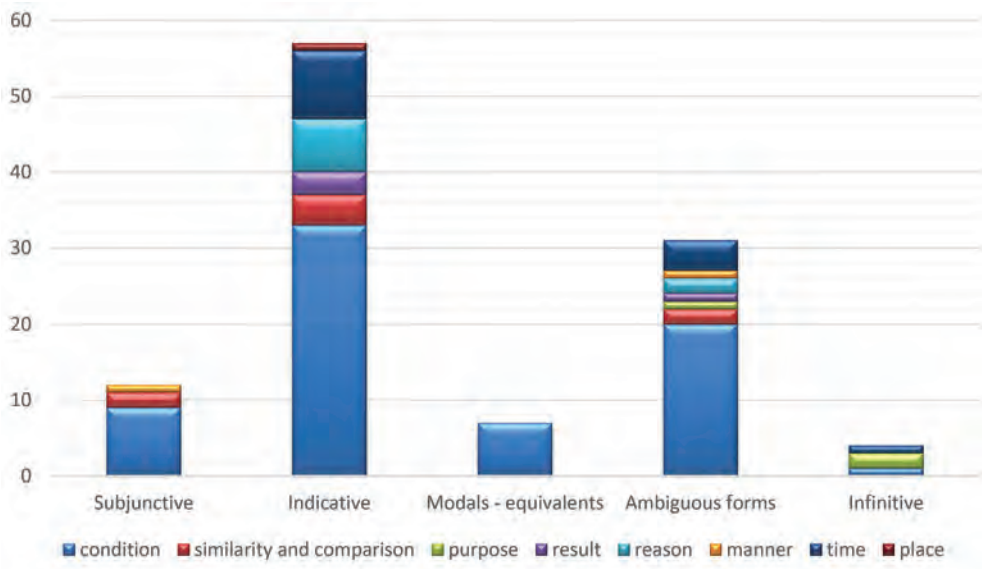
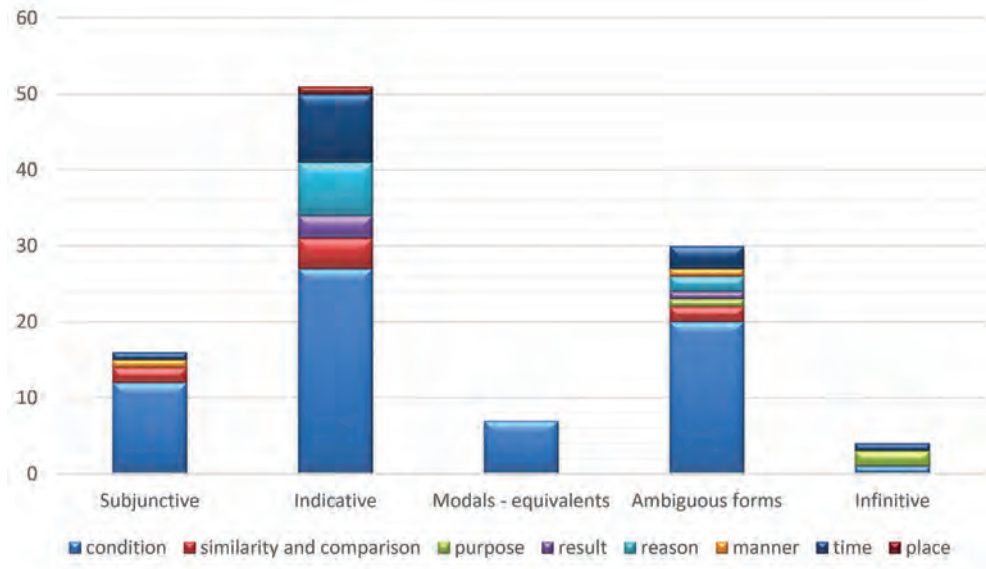


Chart 6.8: An overview of the data concerning AN-LM clauses corresponding to eMnE adverbial clauses – participation of different clause types in each verbal form



As emphasised in the previous chapters, my data are not, strictly speaking, comparable to any of the analyses conducted on the use of the subjunctive in the eMnE period. One of the problems pertains to the differences in the methodologies. The discrepancies can be partially reduced by limiting the analysis to singular forms and thus rendering the data far more comparable to other studies. Such an analysis has the additional value of discarding the majority of ambiguous eMnE forms and, therefore, presents a much clearer view of the data, which is why it has been provided in those sections devoted to the different types of adverbial clauses. In Tables 6.18-6.20, the subjunctive, indicative and ambiguous data concerning singular verb phrases are presented. They are followed by Charts 6.9-6.12, presenting the percentage share of various moods and verb forms among the data for each of the analysed texts, and Charts 6.13-6.16, where the information concerning the participation of each clause type in those various moods can be found.

The overall shape of the data in the analysis exclusive of plural verb phrases is not drastically different from that presented in Tables 6.15-6.17 and Charts 6.1-6.8, but the dominant percentage share of the subjunctive in eMnE and the indicative in the French data is even more visible. So too is the extent to which this is due to the high frequency of clauses of condition.

Table 6.18: An overview of the data concerning adverbial clauses, limited to 3rd person singular verb phrases in eMnE – subjunctive

Clauses of	Subjunctive in eMnE			Subjunctive in MF	Subjunctive in AN-LH	Subjunctive in AN-LM	all such analysed clauses in eMnE	all corresponding clauses in MF	all corresponding clauses in AN-LH	all corresponding clauses in AN-LM
	all (S+SW)	present (S)	were (SW)							
Condition	51	49	2	4	8	11	66	64	55	52
%	77.3%	74.2%	3.0%	6.3%	14.5%	21.2%	100%	100%	100.0%	100%
% of all claus.	51.0%	49.0%	2.0%	4.2%	10.1%	14.5%	66.0%	66.7%	69.6%	68.4%
nor. p. 10000	141.8	136.2	5.6	11.1	25.5	35.4	183.5	177.6	175.3	167.1
Similarity and comparison	0	0	0	1	2	2	6	6	5	5
%	0.0%	0.0%	0.0%	16.7%	33.3%	33.3%	100%	100%	100.0%	100%
% of all claus.	0.0%	0.0%	0.0%	1.0%	2.5%	2.6%	6.0%	6.3%	6.3%	6.6%
nor. p. 10000	0.0	0.0	0.0	2.8	6.4	6.4	16.7	16.7	15.9	16.1
Purpose	1	1	0	0	0	0	1	1	1	1
%	100%	100%	0.0%	0.0%	0.0%	0.0%	100%	100%	100%	100%
% of all claus.	1.0%	1.0%	0.0%	0.0%	0.0%	0.0%	1.0%	1.0%	1.3%	1.3%
nor. p. 10000	2.8	2.8	0.0	0.0	0.0	0.0	2.8	2.8	3.2	3.2
Result	0	0	0	0	0	0	5	5	3	3
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100%	100%	100%	100%
% of all claus.	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	5.0%	5.2%	3.8%	3.9%
nor. p. 10000	0.0	0.0	0.0	0.0	0.0	0.0	13.9	13.9	9.6	9.6
Reason	0	0	0	0	0	0	5	5	4	4
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100%	100%	100%	100%
% of all claus.	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	5.0%	5.2%	5.1%	5.3%
nor. p. 10000	0.0	0.0	0.0	0.0	0.0	0.0	13.9	13.9	12.8	12.9
Manner	1	1	0	1	1	1	3	3	2	2
%	33.3%	33.3%	0.0%	33.3%	50.0%	50.0%	100%	100%	100%	100%
% of all claus.	1.0%	1.0%	0.0%	1.0%	1.3%	1.3%	3.0%	3.1%	2.5%	2.6%
nor. p. 10000	2.8	2.8	0.0	2.8	3.2	3.2	8.3	8.3	6.4	6.4
Time	3	3	0	0	0	1	12	11	9	9
%	25.0%	25.0%	0.0%	0.0%	0.0%	11.1%	100%	100%	100%	100%
% of all claus.	3.0%	3.0%	0.0%	0.0%	0.0%	1.3%	12.0%	11.5%	11.4%	11.8%
nor. p. 10000	8.3	8.3	0.0	0.0	0.0	3.2	33.4	30.5	28.7	28.9
Place	0	0	0	0	0	0	2	1	0	0
%	0.0%	0.0%	0.0%	0.0%	NA	NA	100%	100%	NA	NA
% of all claus.	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	2.0%	1.0%	0.0%	0.0%
nor. p. 10000	0.0	0.0	0.0	0.0	0.0	0.0	5.6	2.8	0.0	0.0
<b>TOTAL</b>	<b>56</b>	<b>54</b>	<b>2</b>	<b>6</b>	<b>11</b>	<b>15</b>	<b>100</b>	<b>96</b>	<b>79</b>	<b>76</b>
%	56.0%	54.0%	2.0%	6.3%	13.9%	19.7%	100%	100%	100%	100%
<b>nor. p. 10000</b>	<b>155.7</b>	<b>150.1</b>	<b>5.6</b>	<b>16.7</b>	<b>35.1</b>	<b>48.2</b>	<b>278.0</b>	<b>266.4</b>	<b>251.8</b>	<b>244.3</b>

Table 6.19: An overview of the data concerning adverbial clauses, limited to 3rd person singular verb phrases in eMnE – indicative

Clauses of	Indicative in eMnE	Indicative in MF	Indicative in AN-LH	Indicative in AN-LM	all such analysed clauses in eMnE	all corresponding clauses in MF	all corresponding clauses in AN-LH	all corresponding clauses in AN-LM
Condition	7	43	28	22	66	64	55	52
%	10.6%	67.2%	50.9%	42.3%	100.0%	100.0%	100.0%	100.0%
% of all claus.	7.0%	44.8%	35.4%	28.9%	66.0%	66.7%	69.6%	68.4%
nor. p. 10000	19.5	119.3	89.3	70.7	183.5	177.6	175.3	167.1
Similarity and comparison	4	4	3	3	6	6	5	5
%	66.7%	66.7%	50.0%	50.0%	100.0%	100.0%	100.0%	100.0%
% of all claus.	4.0%	4.2%	3.8%	3.9%	6.0%	6.3%	6.3%	6.6%
nor. p. 10000	11.1	11.1	9.6	9.6	16.7	16.7	15.9	16.1
Purpose	0	0	0	0	1	1	1	1
%	0.0%	0.0%	0.0%	0.0%	100.0%	100.0%	100.0%	100.0%
% of all claus.	0.0%	0.0%	0.0%	0.0%	1.0%	1.0%	1.3%	1.3%
nor. p. 10000	0.0	0.0	0.0	0.0	2.8	2.8	3.2	3.2
Result	4	3	2	2	5	5	3	3
%	80.0%	60.0%	66.7%	66.7%	100.0%	100.0%	100.0%	100.0%
% of all claus.	4.0%	3.1%	2.5%	2.6%	5.0%	5.2%	3.8%	3.9%
nor. p. 10000	11.1	8.3	6.4	6.4	13.9	13.9	9.6	9.6
Reason	4	3	3	3	5	5	4	4
%	80.0%	60.0%	75.0%	75.0%	100.0%	100.0%	100.0%	100.0%
% of all claus.	4.0%	3.1%	3.8%	3.9%	5.0%	5.2%	5.1%	5.3%
nor. p. 10000	11.1	8.3	9.6	9.6	13.9	13.9	12.8	12.9
Manner	2	0	0	0	3	3	2	2
%	66.7%	0.0%	0.0%	0.0%	100.0%	100.0%	100.0%	100.0%
% of all claus.	2.0%	0.0%	0.0%	0.0%	3.0%	3.1%	2.5%	2.6%
nor. p. 10000	5.6	0.0	0.0	0.0	8.3	8.3	6.4	6.4
Time	9	8	7	7	12	11	9	9
%	75.0%	72.7%	77.8%	77.8%	100.0%	100.0%	100.0%	100.0%
% of all claus.	9.0%	8.3%	8.9%	9.2%	12.0%	11.5%	11.4%	11.8%
nor. p. 10000	25.0	22.2	22.3	22.5	33.4	30.5	28.7	28.9
Place	1	1	0	0	2	1	0	0
%	50.0%	100.0%	NA	NA	100.0%	100.0%	NA	NA
% of all claus.	1.0%	1.0%	0.0%	0.0%	2.0%	1.0%	0.0%	0.0%
nor. p. 10000	2.8	2.8	0.0	0.0	5.6	2.8	0.0	0.0
<b>TOTAL</b>	<b>31</b>	<b>62</b>	<b>43</b>	<b>37</b>	<b>100</b>	<b>96</b>	<b>79</b>	<b>76</b>
%	31.0%	64.6%	54.4%	48.7%	100%	100%	100%	100%
<b>nor. p. 10000</b>	<b>86.2</b>	<b>172.1</b>	<b>137.1</b>	<b>118.9</b>	<b>278.0</b>	<b>266.4</b>	<b>251.8</b>	<b>244.3</b>

Table 6.20: An overview of the data concerning adverbial clauses, limited to 3rd person singular verb phrases in eMnE – ambiguous forms

Clauses of	Ambiguous forms in eMnE			Ambiguous forms in MF	Ambiguous forms in AN-LH	Ambiguous forms in AN-LM	all such analysed clauses in eMnE	all corresponding clauses in MF	all corresponding clauses in AN-LH	all corresponding clauses in AN-LM
	all (A)	will (W)	other than will (A-W)							
Condition	5	5	0	14	16	16	66	64	55	52
%	7.6%	7.6%	0.0%	21.9%	29.1%	30.8%	100.0%	100.0%	100.0%	100.0%
% of all claus.	5.0%	5.0%	0.0%	14.6%	20.3%	21.1%	66.0%	66.7%	69.6%	68.4%
nor. p. 10000	13.9	13.9	0.0	38.9	51.0	51.4	183.5	177.6	175.3	167.1
Similarity and comparison	0	0	0	0	0	0	6	6	5	5
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	100.0%	100.0%	100.0%
% of all claus.	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	6.0%	6.3%	6.3%	6.6%
nor. p. 10000	0.0	0.0	0.0	0.0	0.0	0.0	16.7	16.7	15.9	16.1
Purpose	0	0	0	1	1	1	1	1	1	1
%	0.0%	0.0%	0.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
% of all claus.	0.0%	0.0%	0.0%	1.0%	1.3%	1.3%	1.0%	1.0%	1.3%	1.3%
nor. p. 10000	0.0	0.0	0.0	2.8	3.2	3.2	2.8	2.8	3.2	3.2
Result	0	0	0	1	1	1	5	5	3	3
%	0.0%	0.0%	0.0%	20.0%	33.3%	33.3%	100.0%	100.0%	100.0%	100.0%
% of all claus.	0.0%	0.0%	0.0%	1.0%	1.3%	1.3%	5.0%	5.2%	3.8%	3.9%
nor. p. 10000	0.0	0.0	0.0	2.8	3.2	3.2	13.9	13.9	9.6	9.6
Reason	0	0	0	1	1	1	5	5	4	4
%	0.0%	0.0%	0.0%	20.0%	25.0%	25.0%	100.0%	100.0%	100.0%	100.0%
% of all claus.	0.0%	0.0%	0.0%	1.0%	1.3%	1.3%	5.0%	5.2%	5.1%	5.3%
nor. p. 10000	0.0	0.0	0.0	2.8	3.2	3.2	13.9	13.9	12.8	12.9
Manner	0	0	0	2	1	1	3	3	2	2
%	0.0%	0.0%	0.0%	66.7%	50.0%	50.0%	100.0%	100.0%	100.0%	100.0%
% of all claus.	0.0%	0.0%	0.0%	2.1%	1.3%	1.3%	3.0%	3.1%	2.5%	2.6%
nor. p. 10000	0.0	0.0	0.0	5.6	3.2	3.2	8.3	8.3	6.4	6.4
Time	0	0	0	1	1	0	12	11	9	9
%	0.0%	0.0%	0.0%	9.1%	11.1%	0.0%	100.0%	100.0%	100.0%	100.0%
% of all claus.	0.0%	0.0%	0.0%	1.0%	1.3%	0.0%	12.0%	11.5%	11.4%	11.8%
nor. p. 10000	0.0	0.0	0.0	2.8	3.2	0.0	33.4	30.5	28.7	28.9
Place	0	0	0	0	0	0	2	1	0	0
%	0.0%	0.0%	0.0%	0.0%	NA	NA	100.0%	100.0%	NA	NA
% of all claus.	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	2.0%	1.0%	0.0%	0.0%
nor. p. 10000	0.0	0.0	0.0	0.0	0.0	0.0	5.6	2.8	0.0	0.0
<b>TOTAL</b>	<b>5</b>	<b>5</b>	<b>0</b>	<b>20</b>	<b>21</b>	<b>20</b>	<b>100</b>	<b>96</b>	<b>79</b>	<b>76</b>
%	5.0%	5.0%	0.0%	20.8%	26.6%	26.3%	100%	100%	100%	100%
<b>nor. p. 10000</b>	<b>13.9</b>	<b>13.9</b>	<b>0.0</b>	<b>55.5</b>	<b>66.9</b>	<b>64.3</b>	<b>278.0</b>	<b>266.4</b>	<b>251.8</b>	<b>244.3</b>

Chart 6.9: An overview of the data concerning adverbial clauses in eMnE, limited to 3rd person singular verb phrases

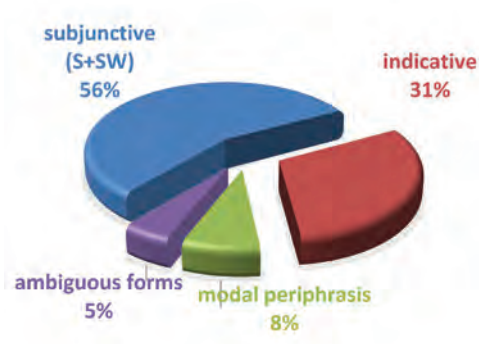


Chart 6.10: An overview of the data concerning MF clauses corresponding to eMnE adverbial clauses, limited to singular verb phrases in eMnE



Chart 6.11: An overview of the data concerning AN-LH clauses corresponding to eMnE adverbial clauses, limited to singular verb phrases in eMnE

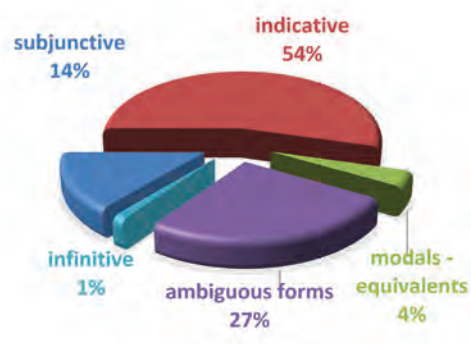


Chart 6.12: An overview of the data concerning AN-LM clauses corresponding to eMnE adverbial clauses, limited to singular verb phrases in eMnE



Chart 6.13: An overview of the data concerning adverbial clauses in eMnE – participation of different clause types in each verbal form – limited to 3rd person singular verb phrases

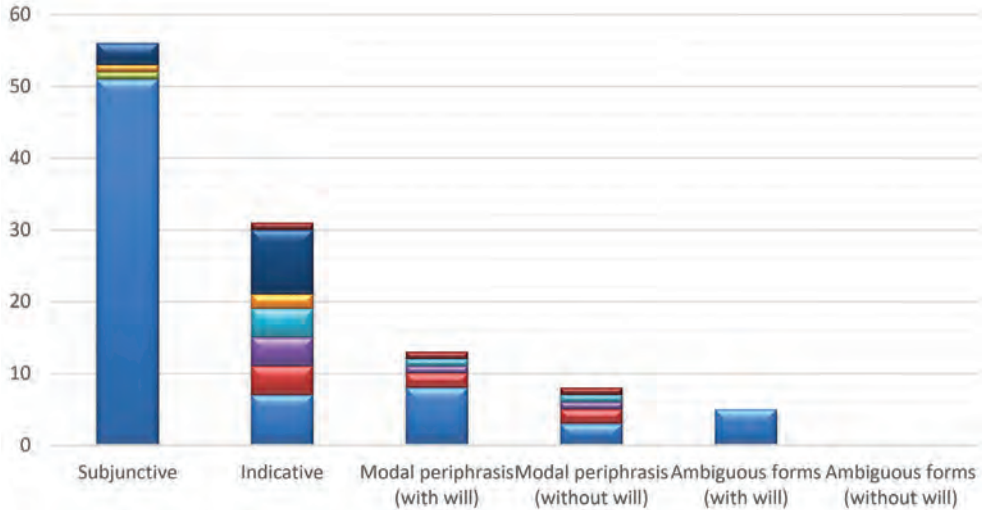


Chart 6.14: An overview of the data concerning MF clauses corresponding to eMnE adverbial clauses – participation of different clause types in each verbal form – limited to 3rd person singular verb phrases in eMnE

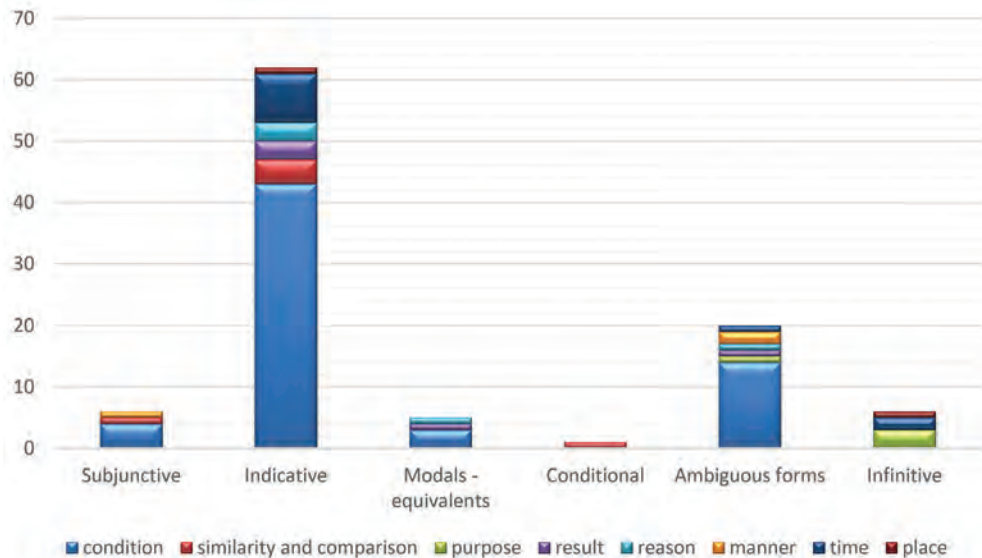


Chart 6.15: An overview of the data concerning AN-LH clauses corresponding to eMnE adverbial clauses – participation of different clause types in each verbal form – limited to 3rd person singular verb phrases in eMnE

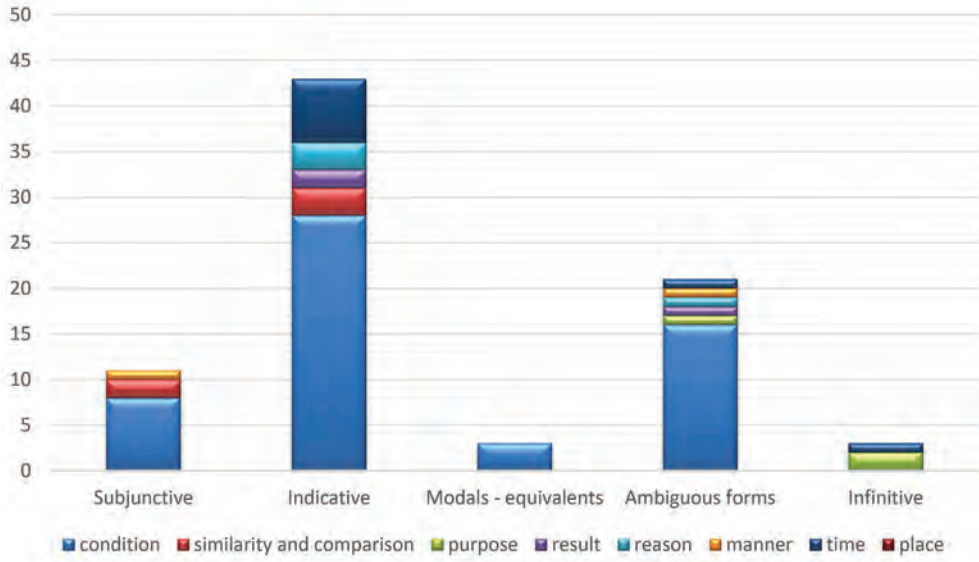
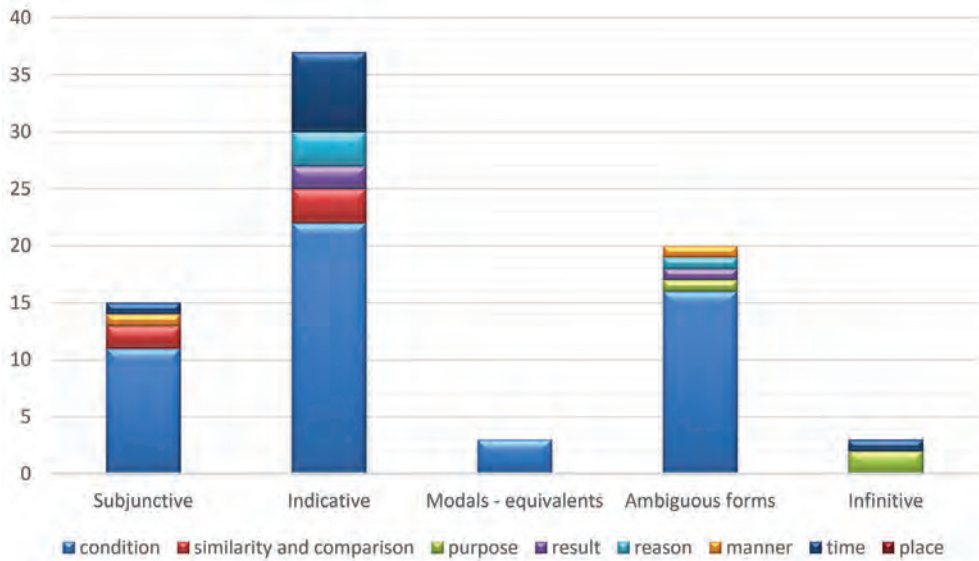


Chart 6.16: An overview of the data concerning AN-LM clauses corresponding to eMnE adverbial clauses – participation of different clause types in each verbal form – limited to 3rd person singular verb phrases in eMnE



### 6.3.2 Comparative clauses

Basic information concerning comparative clauses has already been provided (Section 6.3.1.2). At this point, I would like to repeat, however, what has already been explained in Chapter 4 (Section 4.3.2), i.e. that sentences making use of the comparative construction in which no verb is given in the clause describing the ‘standard of comparison’ to which something/somebody else is compared are naturally excluded from this analysis, as they do not allow comparisons between verbal forms, which are the subject of the analysis here (cf. 88 in Appendix I).

The comparative clauses found in the eMnE translation and subject to analysis in this study are listed in (89)-(92), along with the corresponding MF and AN verses. Similarly to the eMnE translation, the French texts do not employ the subjunctive in these contexts either. In eMnE, modal verbs constitute 50% of the verb forms analysed, whereas in MF the indicative is dominant. In the AN documents, the choice is limited to the indicative and ambiguous verb forms. The data are presented below in Table 6.21, and in Table 6.22 for singular forms.

Table 6.21: Verbal forms in clauses corresponding to eMnE comparative clauses

Type		Symbol	eMnE		MF		AN-LH		AN-LM	
			N° of occur.	%	N° of occur.	%	N° of occur.	%	N° of occur.	%
subjunctive	<b>all</b>	(S+SW)	0	0.00%	0	0.00%	0	0.00%	0	0.00%
indicative		(I)	1	25.00%	2	50.00%	2	50.00%	2	50.00%
conditional		(C)	NA	NA	1	25%	0	0.00%	0	0.00%
modal periphrasis / corresponding French lexical verbs with infinitival complementation	<b>all</b>	(M+W) in eMnE	2	50.00%	0	0.00%	0	0.00%	0	0.00%
	other than will / vouloir (voler)	(M) in eMnE	2	50.00%	0	0.00%	0	0.00%	0	0.00%
ambiguous	<b>all</b>	(A)	1	25.00%	1	25.00%	2	50.00%	2	50.00%
	<i>will</i>	(W)	0	0.00%	NA	NA	NA	NA	NA	NA
	other than <i>will</i>	(A-W)	1	25.00%	NA	NA	NA	NA	NA	NA
<b>TOTAL</b>			<b>4</b>	<b>100%</b>	<b>4</b>	<b>100%</b>	<b>4</b>	<b>100%</b>	<b>4</b>	<b>100%</b>

Table 6.22: Verbal forms in clauses corresponding to eMnE comparative clauses, limited to 3rd person singular forms (in eMnE)

Type		Symbol	eMnE		MF		AN-LH		AN-LM	
			N° of occur.	%	N° of occur.	%	N° of occur.	%	N° of occur.	%
subjunctive	<b>all</b>	(S+SW)	0	0.00%	0	0.00%	0	0.00%	0	0.00%
indicative		(I)	1	33.33%	2	66.67%	2	66.67%	2	66.67%

conditional		(C)	NA	NA	1	33%	0	0.00%	0	0.00%
modal periphrasis / corresponding French lexical verbs with infinitival complementation	all	(M+W) in eMnE	2	66.67%	0	0.00%	0	0.00%	0	0.00%
	other than will / vouloir (voler)	(M) in eMnE	2	66.67%	0	0.00%	0	0.00%	0	0.00%
ambiguous	all	(A)	0	0.00%	0	0.00%	1	33.33%	1	33.33%
	will	(W)	0	0.00%	NA	NA	NA	NA	NA	NA
	other than will	(A-W)	0	0.00%	NA	NA	NA	NA	NA	NA
<b>TOTAL</b>			<b>3</b>	<b>100%</b>	<b>3</b>	<b>100%</b>	<b>3</b>	<b>100%</b>	<b>3</b>	<b>100%</b>

### 6.3.3 Relative clauses

The basic division employed in Jensen's (1974: 24-32 and 88-97) discussion of relative clauses is the division into defining and non-defining. In the first category of clauses, both the indicative and the subjunctive are employed, depending on the (non-)factual nature of the clause and the absence or presence of negative elements or of reading and superlative antecedents (Jensen 1974: 24-25).<sup>11</sup> Jensen (1974: 27) asserts that he did not find any examples of negative indicative relative clauses. In the second group, the subjunctive is either the default choice, or is employed in non-factual contexts (Jensen 1974: 88-97). In such clauses, *que* 'that', which is also employed in defining clauses, is preceded by a pronoun, adjective or adverb to create a complex conjunction, e.g. *qui que* 'who', *que que/ quoi que/ quei que* 'that', *quel que/ lequel que* 'which', *quant que* 'when', *ou que* 'where', *comment que* 'how', *combien que* 'how many/much', etc. *Qui* 'who' is also employed in defining relative clauses (Jensen 1974: 89-92).

In general, then, one may potentially expect to find some instances of the subjunctive in MF in the context of relative clauses, if in fact the eMnE relative clauses correspond to relative clauses, as opposed to some other clause type, in MF and AN texts. The relevant data are provided in Sections 6.3.3.1 and 6.3.3.2, for adnominal and nominal clauses respectively.

#### 6.3.3.1 Adnominal relative clauses

As could be observed in Section 4.3.3.1, the eMnE *Laws of Oléron* employ numerous adnominal relative clauses. In total, there are 46 instances of such clauses. These are all listed in (93)-(120) in Appendix I, followed by the corresponding MF and AN extracts.

11. The contexts listed in Einhorn (1974: 117) are similar: (i) in expression of "aim or intention", (ii) "after a negative, interrogative or hypothetical main clause", and (iii) in "qualify[ing] a superlative or its equivalent".

The dominant mood in the analysed eMnE adnominal relative clauses in the singular is definitely the indicative, with 66.67% of all clauses employing it (cf. Table 6.24). The preference is less visible when plural verbs are also taken into consideration, since, in such an analysis, 47.83% of the data are ambiguous (cf. Table 6.23). The number of indicative clauses remains the same, but their percentage share drops to 34.78%. In MF, on the other hand, it is the indicative that is dominant throughout: the percentage share of such clauses is ca. 69% when the analysis encompasses all clauses (cf. Table 6.23) and ca. 65% when it is limited to clauses corresponding to singular eMnE clauses (cf. Table 6.24). The relevant data are presented in Tables 6.23-6.24.

Table 6.23: Verbal forms in clauses corresponding to eMnE adnominal relative clauses

Type		Symbol	eMnE		MF		AN-LH		AN-LM	
			N° of occur.	%	N° of occur.	%	N° of occur.	%	N° of occur.	%
subjunctive	<b>all</b>	(S+SW)	<b>1</b>	<b>2.17%</b>	<b>1</b>	<b>2.22%</b>	<b>2</b>	<b>6.25%</b>	<b>2</b>	<b>6.67%</b>
indicative		(I)	<b>16</b>	<b>34.78%</b>	<b>31</b>	<b>68.89%</b>	<b>25</b>	<b>78.13%</b>	<b>24</b>	<b>80.00%</b>
conditional		(C)	NA	NA	5	11.11%	0	0.00%	0	0.00%
modal periphrasis / corresponding French lexical verbs with infinitival complementation	<b>all</b>	(M+W) in eMnE	11	23.91%	3	6.67%	1	3.13%	1	3.33%
	other than <i>will</i> / <i>vouloir</i> ( <i>voler</i> )	(M) in eMnE	7	15.22%	3	6.67%	1	3.13%	1	3.33%
ambiguous	<b>all</b>	(A)	<b>22</b>	<b>47.83%</b>	<b>5</b>	<b>11.11%</b>	<b>4</b>	<b>12.50%</b>	<b>3</b>	<b>10.00%</b>
	<i>will</i>	(W)	4	8.70%	NA	NA	NA	NA	NA	NA
	other than <i>will</i>	(A-W)	18	39.13%	NA	NA	NA	NA	NA	NA
<b>TOTAL</b>			<b>46</b>	<b>100%</b>	<b>45</b>	<b>100%</b>	<b>32</b>	<b>100%</b>	<b>30</b>	<b>100%</b>

Table 6.24: Verbal forms in clauses corresponding to eMnE adnominal relative clauses, limited to 3rd person singular forms (in eMnE)

Type		Symbol	eMnE		MF		AN-LH		AN-LM	
			N° of occur.	%	N° of occur.	%	N° of occur.	%	N° of occur.	%
subjunctive	<b>all</b>	(S+SW)	<b>1</b>	<b>4.17%</b>	<b>1</b>	<b>4.35%</b>	<b>1</b>	<b>5.26%</b>	<b>1</b>	<b>5.88%</b>
indicative		(I)	<b>16</b>	<b>66.67%</b>	<b>15</b>	<b>65.22%</b>	<b>14</b>	<b>73.68%</b>	<b>13</b>	<b>76.47%</b>
conditional		(C)	NA	NA	1	4.35%	0	0.00%	0	0.00%
modal periphrasis / corresponding French lexical verbs with infinitival complementation	<b>all</b>	(M+W) in eMnE	6	25.00%	1	4.35%	0	0.00%	0	0.00%
	other than <i>will</i> / <i>vouloir</i> ( <i>voler</i> )	(M) in eMnE	3	12.50%	1	4.35%	0	0.00%	0	0.00%

ambiguous	<b>all</b>	(A)	4	16.67%	5	21.74%	4	21.05%	3	17.65%
	<i>will</i>	(W)	3	12.50%	NA	NA	NA	NA	NA	NA
	other than <i>will</i>	(A-W)	1	4.17%	NA	NA	NA	NA	NA	NA
<b>TOTAL</b>			<b>24</b>	<b>100%</b>	<b>23</b>	<b>100%</b>	<b>19</b>	<b>100%</b>	<b>17</b>	<b>100%</b>

### 6.3.3.2 Nominal relative clauses

As indicated in Chapter 4 (Section 4.3.3.2), nominal relative clauses, even though included in the discussion here, are not taken into consideration in the overall count of clauses. This is due to the fact that they formally belong to sections devoted to nominal clauses (Sections 4.3.4 and 6.3.4) and their inclusion in the count here would mean counting them twice. They are, however, presented here so as to provide as complete a picture of relative clauses as possible. Two relevant eMnE clauses are listed in (121)-(122) together with the corresponding clauses in the MF and AN texts. The numerical and percentage data concerning nominal relative clauses are given below in Tables 6.25-6.26.

Table 6.25: Verbal forms in clauses corresponding to eMnE nominal relative clauses

Type		Symbol	eMnE		MF		AN-LH		AN-LM	
			N° of occur.	%	N° of occur.	%	N° of occur.	%	N° of occur.	%
subjunctive	<b>all</b>	(S+SW)	0	0.00%	0	0.00%	0	NA	0	NA
indicative		(I)	1	50.00%	2	100.0%	0	NA	0	NA
ambiguous	<b>all</b>	(A)	1	50.00%	0	0.00%	0	NA	0	NA
	<i>will</i>	(W)	0	0.00%	NA	NA	NA	NA	NA	NA
	other than <i>will</i>	(A-W)	1	50.00%	NA	NA	NA	NA	NA	NA
<b>TOTAL</b>			<b>2</b>	<b>100%</b>	<b>2</b>	<b>100%</b>	<b>0</b>	<b>NA</b>	<b>0</b>	<b>NA</b>

Table 6.26: Verbal forms in clauses corresponding to eMnE nominal relative clauses, limited to 3rd person singular forms (in eMnE)

Type		Symbol	eMnE		MF		AN-LH		AN-LM	
			N° of occur.	%	N° of occur.	%	N° of occur.	%	N° of occur.	%
subjunctive	<b>all</b>	(S+SW)	0	0.00%	0	0.00%	0	NA	0	NA
indicative		(I)	1	100.00%	1	100.00%	0	NA	0	NA
ambiguous	<b>all</b>	(A)	0	0.00%	0	0.00%	0	NA	0	NA
	<i>will</i>	(W)	0	0.00%	NA	NA	NA	NA	NA	NA
	other than <i>will</i>	(A-W)	0	0.00%	NA	NA	NA	NA	NA	NA
<b>TOTAL</b>			<b>1</b>	<b>100%</b>	<b>1</b>	<b>100%</b>	<b>0</b>	<b>NA</b>	<b>0</b>	<b>NA</b>

### 6.3.3.3 Relative clauses – an overview of findings

The purpose of this section is to sum up the findings concerning the use of moods in relative clauses in the eMnE translation and the three French texts. This section mirrors Section 6.3.1.9, where an overview of the findings pertaining to adverbial clauses has been provided, but differs from it in that it does not provide information concerning the distribution of various moods between the relevant clause types in the form of charts, since the data for nominal relative clauses are too scarce and the percentage share of each mood in adnominal relative clauses can be gathered from the numerical and percentage values presented in the relevant tables. As is the case in Section 6.3.1.9, no summary tables for infinitives and modal periphrasis are provided, but these values can also be inferred from the relevant charts and tables in Sections 6.3.3.1-6.3.3.2.

Unsurprisingly, the data mimic the findings concerning adnominal relative clauses as there are only two nominal relative clauses and these hardly influence the general picture. It is worth repeating at this point that, due to the fact that the data concerning nominal clauses, which also subsume the nominal relative clauses, are provided in the relevant section (Section 6.3.4), the findings pertaining to nominal relative clauses, even though taken into account here, are not included in the overall count anywhere else.

As has already been stated in Section 6.3.3.1, the percentage share of the subjunctive in the analysed data is infinitesimal (cf. Table 6.27 and 6.30). The dominant mood is the indicative for French and, as becomes clear when numerous ambiguous cases are excluded (cf. Tables 6.29 and 6.32), also for the eMnE translation (cf. Tables 6.28 and 6.31).

Table 6.27: An overview of the data concerning relative clauses – subjunctive

Relative clauses	Subjunctive in eMnE			Subjunctive in MF	Subjunctive in AN-LH	Subjunctive in AN-LM	all such analysed clauses in eMnE	all corresponding clauses in MF	all corresponding clauses in AN-LH	all corresponding clauses in AN-LM
	all (S+SW)	present (S)	were (SW)							
<b>Adnominal</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>46</b>	<b>45</b>	<b>32</b>	<b>30</b>
%	2.2%	0.0%	2.2%	2.2%	6.3%	6.7%	100.0%	100.0%	100.0%	100.0%
% of all claus.	2.1%	0.0%	2.1%	2.1%	6.3%	6.7%	95.8%	95.7%	100.0%	100.0%
nor. p. 10000	2.8	0.0	2.8	2.8	6.4	6.4	127.9	124.9	102.0	96.4
<b>Nominal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>
%	0.0%	0.0%	0.0%	0.0%	NA	NA	100.0%	100.0%	NA	NA
% of all claus.	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	4.2%	4.3%	0.0%	0.0%
nor. p. 10000	0.0	0.0	0.0	0.0	0.0	0.0	5.6	5.6	0.0	0.0
<b>TOTAL</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>48</b>	<b>47</b>	<b>32</b>	<b>30</b>
%	2.1%	0.0%	2.1%	2.1%	6.3%	6.7%	100%	100%	100%	100%
<b>nor. p. 10000</b>	<b>2.8</b>	<b>0.0</b>	<b>2.8</b>	<b>2.8</b>	<b>6.4</b>	<b>6.4</b>	<b>133.4</b>	<b>130.4</b>	<b>102.0</b>	<b>96.4</b>

Table 6.28: An overview of the data concerning relative clauses – indicative

Relative clauses	Indicative in eMnE	Indicative in MF	Indicative in AN-LH	Indicative in AN-LM	all such analysed clauses in eMnE	all corresponding clauses in MF	all corresponding clauses in AN-LH	all corresponding clauses in AN-LM
Adnominal	<b>16</b>	<b>31</b>	<b>25</b>	<b>24</b>	46	45	32	30
%	34.8%	68.9%	78.1%	80.0%	100.0%	100.0%	100.0%	100.0%
% of all claus.	33.3%	66.0%	78.1%	80.0%	95.8%	95.7%	100.0%	100.0%
nor. p. 10000	44.5	86.0	79.7	77.1	127.9	124.9	102.0	96.4
Nominal	<b>1</b>	<b>2</b>	<b>0</b>	<b>0</b>	2	2	0	0
%	50.0%	100%	NA	NA	100.0%	100.0%	NA	NA
% of all claus.	2.1%	4.3%	0.0%	0.0%	4.2%	4.3%	0.0%	0.0%
nor. p. 10000	2.8	5.6	0.0	0.0	5.6	5.6	0.0	0.0
<b>TOTAL</b>	<b>17</b>	<b>33</b>	<b>25</b>	<b>24</b>	<b>48</b>	<b>47</b>	<b>32</b>	<b>30</b>
%	<b>35.4%</b>	<b>70.2%</b>	<b>78.1%</b>	<b>80.0%</b>	100%	100%	100%	100%
<b>nor. p. 10000</b>	<b>47.3</b>	<b>91.6</b>	<b>79.7</b>	<b>77.1</b>	<b>133.4</b>	<b>130.4</b>	<b>102.0</b>	<b>96.4</b>

Table 6.29: An overview of the data concerning relative clauses – ambiguous forms

Relative clauses	Ambiguous forms in eMnE			Ambiguous forms in MF	Ambiguous forms in AN-LH	Ambiguous forms in AN-LM	all such analysed clauses in eMnE	all corresponding clauses in MF	all corresponding clauses in AN-LH	all corresponding clauses in AN-LM
	all (A)	will (W)	other than will (A-W)							
Adnominal	<b>22</b>	4	18	<b>5</b>	<b>4</b>	<b>3</b>	46	45	32	30
%	47.8%	8.7%	39.1%	11.1%	12.5%	10.0%	100.0%	100.0%	100.0%	100.0%
% of all claus.	45.8%	8.3%	37.5%	10.6%	12.5%	10.0%	95.8%	95.7%	100.0%	100.0%
nor. p. 10000	61.2	11.1	50.0	13.9	12.8	9.6	127.9	124.9	102.0	96.4
Nominal	<b>1</b>	0	1	<b>0</b>	<b>0</b>	<b>0</b>	2	2	0	0
%	50.0%	0.0%	50.0%	0.0%	NA	NA	100.0%	100.0%	NA	NA
% of all claus.	2.1%	0.0%	2.1%	0.0%	0.0%	0.0%	4.2%	4.3%	0.0%	0.0%
nor. p. 10000	2.8	0.0	2.8	0.0	0.0	0.0	5.6	5.6	0.0	0.0
<b>TOTAL</b>	<b>23</b>	4	19	<b>5</b>	<b>4</b>	<b>3</b>	<b>48</b>	<b>47</b>	<b>32</b>	<b>30</b>
%	<b>47.9%</b>	8.3%	39.6%	<b>10.6%</b>	<b>12.5%</b>	<b>10.0%</b>	100%	100%	100%	100%
<b>nor. p. 10000</b>	<b>63.9</b>	11.1	52.8	<b>13.9</b>	<b>12.8</b>	<b>9.6</b>	<b>133.4</b>	<b>130.4</b>	<b>102.0</b>	<b>96.4</b>

Chart 6.17: An overview of the data concerning relative clauses in eMnE

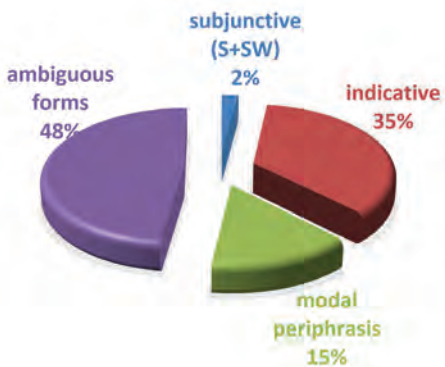


Chart 6.18: An overview of the data concerning MF clauses corresponding to eMnE relative clauses

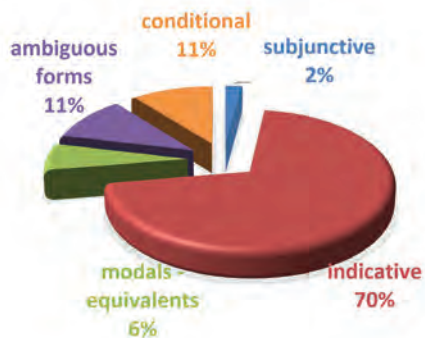


Chart 6.19: An overview of the data concerning AN-LH clauses corresponding to eMnE relative clauses

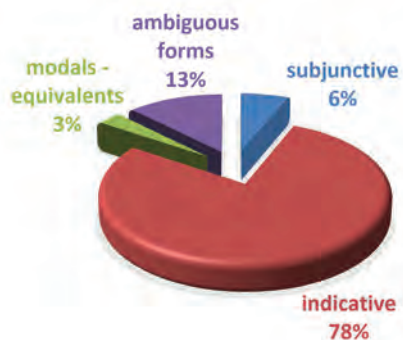


Chart 6.20: An overview of the data concerning AN-LM clauses corresponding to eMnE relative clauses



Table 6.30: An overview of the data concerning relative clauses, limited to 3rd person singular forms (in eMnE) – subjunctive

Relative clauses	Subjunctive in eMnE			Subjunctive in MF	Subjunctive in AN-LH	Subjunctive in AN-LM	all such analysed clauses in eMnE	all corresponding clauses in MF	all corresponding clauses in AN-LH	all corresponding clauses in AN-LM
	all (S+SW)	present (S)	were (SW)							
Adnominal	1	0	1	1	1	1	24	23	19	17
%	4.2%	0.0%	4.2%	4.3%	5.3%	5.9%	100%	100%	100%	100%
% of all claus.	4.0%	0.0%	4.0%	4.2%	5.3%	5.9%	96.0%	95.8%	100.0%	100.0%
nor. p. 10000	2.8	0.0	2.8	2.8	3.2	3.2	66.7	3603.0	60.6	54.6
Nominal	0	0	0	0	0	0	1	1	0	0
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100%	100%	NA	NA
% of all claus.	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	4.0%	4.2%	0.0%	0.0%
nor. p. 10000	0.0	0.0	0.0	0.0	0.0	0.0	2.8	2.8	0.0	0.0
<b>TOTAL</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>25</b>	<b>24</b>	<b>19</b>	<b>17</b>
%	4.0%	0.0%	4.0%	4.2%	5.3%	5.9%	100%	100%	100%	100%
<b>nor. p. 10000</b>	<b>2.8</b>	<b>0.0</b>	<b>2.8</b>	<b>2.8</b>	<b>3.2</b>	<b>3.2</b>	<b>69.5</b>	<b>66.6</b>	<b>60.6</b>	<b>54.6</b>

Table 6.31: An overview of the data concerning relative clauses, limited to 3rd person singular forms (in eMnE) – indicative

Relative clauses	Indicative in eMnE	Indicative in MF	Indicative in AN-LH	Indicative in AN-LM	all such analysed clauses in eMnE	all corresponding clauses in MF	all corresponding clauses in AN-LH	all corresponding clauses in AN-LM
Adnominal	16	15	14	13	24	23	19	17
%	66.7%	65.2%	73.7%	76.5%	100%	100%	100%	100%
% of all claus.	64.0%	62.5%	73.7%	76.5%	96.0%	95.8%	100%	100%
nor. p. 10000	44.5	41.6	44.6	41.8	66.7	63.8	60.6	54.6
Nominal	1	1	0	0	1	1	0	0
%	100%	100%	0.0%	0.0%	100%	100%	NA	NA
% of all claus.	4.0%	4.2%	0.0%	0.0%	4.0%	4.2%	0.0%	0.0%
nor. p. 10000	2.8	2.8	0.0	0.0	2.8	2.8	0.0	0.0
<b>TOTAL</b>	<b>17</b>	<b>16</b>	<b>14</b>	<b>13</b>	<b>25</b>	<b>24</b>	<b>19</b>	<b>17</b>
%	68.0%	66.7%	73.7%	76.5%	100%	100%	100%	100%
<b>nor. p. 10000</b>	<b>47.3</b>	<b>44.4</b>	<b>44.6</b>	<b>41.8</b>	<b>69.5</b>	<b>66.6</b>	<b>60.6</b>	<b>54.6</b>

Table 6.32: An overview of the data concerning relative clauses, limited to 3rd person singular forms (in eMnE) – ambiguous forms

Relative clauses	Ambiguous forms in eMnE			Ambiguous forms in MF	Ambiguous forms in AN-LH	Ambiguous forms in AN-LM	all such analysed clauses in eMnE	all corresponding clauses in MF	all corresponding clauses in AN-LH	all corresponding clauses in AN-LM
	all (A)	will (W)	other than will (A-W)							
Adnominal	4	3	1	5	4	3	24	23	19	17
%	16.7%	12.5%	4.2%	21.7%	21.1%	17.6%	100%	100%	100%	100%
% of all claus.	16.0%	12.0%	4.0%	20.8%	21.1%	17.6%	96.0%	95.8%	100.0%	100.0%
nor. p. 10000	11.1	8.3	2.8	13.9	12.8	9.6	66.7	63.8	60.6	54.6
Nominal	0	0	0	0	0	0	1	1	0	0
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100%	100%	NA	NA
% of all claus.	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	4.0%	4.2%	0.0%	0.0%
nor. p. 10000	0.0	0.0	0.0	0.0	0.0	0.0	2.8	2.8	0.0	0.0
<b>TOTAL</b>	4	3	1	5	4	3	25	24	19	17
%	16.0%	12.0%	4.0%	20.8%	21.1%	17.6%	100%	100%	100%	100%
<b>nor. p. 10000</b>	11.1	8.3	2.8	13.9	12.8	9.6	69.5	66.6	60.6	54.6

Chart 6.21: An overview of the data concerning relative clauses in eMnE, limited to 3rd person singular forms

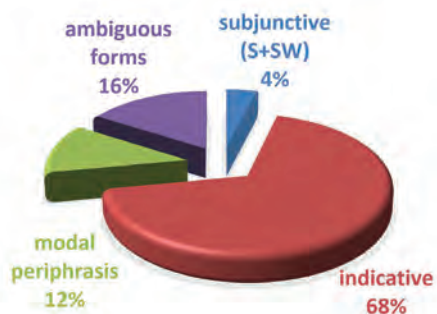


Chart 6.22: An overview of the data concerning MF clauses corresponding to eMnE relative clauses, limited to 3rd person singular forms in eMnE

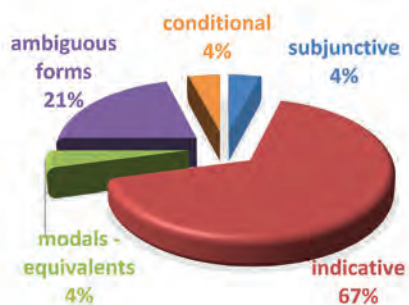


Chart 6.23: An overview of the data concerning AN-LH clauses corresponding to eMnE relative clauses, limited to 3rd person singular forms in eMnE

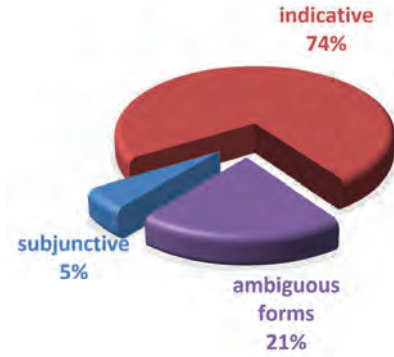


Chart 6.24: An overview of the data concerning AN-LM clauses corresponding to eMnE relative clauses, limited to 3rd person singular forms in eMnE



### 6.3.4 Nominal clauses

When discussing nominal clauses, Jensen (1974: 33) does not rely on a syntactic division of such clauses, but rather on various semantic criteria. The following groups are distinguished in his discussion: (i) volition, (ii) judgment, (iii) emotion, (iv) fear, and (v) certainty, uncertainty, doubt, denial.<sup>12</sup> A special group is singled out for clauses where the order is reversed and the main verb follows a *que*-clause (vi). The first category (i) constitutes “the strongest area of the use of the subjunctive” (Jensen 1974: 33), and the indicative is rare there; in (ii) the subjunctive is the preferred option in many cases, whereas in (iii), the indicative prevails until the 17th century, when “[a] radical change in modality occurs” (Jensen 1974: 45), with the 16th century constituting “a transition period” (Jensen 1974: 45-46). An exceptional emotion is fear (iv), whose expressions “have always taken the subjunctive” (Jensen 1974: 49). According to Jensen (1974: 49), “[w]hat really singles out fear from other emotions is a strong element of volition”, which contrasts with other emotions which “w[ere] felt to present objective facts”. In category (v), the mood “is determined by the degree of certainty or doubt” (Jensen 1974: 51), and, generally speaking, more freedom is allowed in this respect. In the clauses grouped in (vi), Jensen (1974: 66) explains, the subjunctive is the norm due to the doubt permeating the clause until the reader reaches the main verb. Therefore, the subjunctive can be employed even in clauses expressing certainty.

This semantic division is not directly applicable to the manner in which the data are presented in this study, but it is noticeable that the extracts quoted here do not refer to fear, emotions, judgment or volition, but describe hypothetical situations. I would classify them as belonging to category (v), in which both the indicative

12. Cf. also cf. Einhorn (1974: 116).

and the subjunctive are used freely. The data are provided in the order introduced in Chapter 4 and preserve all of the divisions introduced therein, even though they might not be binding for the MF and AN data.

### 6.3.4.1 Nominal clauses functioning as a subject

In total, there are 24 eMnE nominal clauses functioning as subjects that have been analysed in Chapter 4; 16 of them use singular verbs. The clauses in question are presented in (123)-(135), with only 13 of them being also present in the AN documents.

Among the 24 eMnE clauses analysed, four make use of the subjunctive. Interestingly, four subjunctive clauses can also be found in the MF source text. Two of the occurrences correspond between the MF and eMnE texts (S59-S.X in 128 and S61-S.XII in 134). It is also worth noting that where the eMnE *Laws of Oléron* opt for a second subjunctive form (S60) in the same passage (128), the MF document uses a form ambiguous between the subjunctive and indicative. Similarly, where French subjunctive forms (S.IX) and (S.XI) occur, the eMnE text employs ambiguous forms – A64 and A65, respectively (cf. 124 and 131). There is only one context where a subjunctive form in eMnE (S58) corresponds to an indicative form in MF. Thus, even though a strong direct influence in this respect cannot be claimed due to the ambiguity of three of the clauses, there is some room for entertaining the idea that the choice of moods in the eMnE translation may not be completely independent. Among the indicative clauses, six co-occur between the eMnE and MF *Laws of Oléron* (I53-I.CXVIII, I54-I.CXIX, I55-I.CXX, I58-I.CXXI, I60-I.CXXIII and I61-I.CXXIV). All of the relevant numerical and percentage data are provided below in Table 6.33 for all of the clauses, and Table 6.34 for those in the singular.

Table 6.33: Verbal forms in clauses corresponding to eMnE nominal clauses functioning as a subject

Type		Symbol	eMnE		MF		AN-LH		AN-LM	
			N <sup>o</sup> of occur.	%	N <sup>o</sup> of occur.	%	N <sup>o</sup> of occur.	%	N <sup>o</sup> of occur.	%
subjunctive	<b>all</b>	(S+SW)	4	16.67%	4	16.67%	0	0.00%	0	0.00%
indicative		(I)	11	45.83%	9	37.50%	5	38.46%	5	38.46%
modal periphrasis / corresponding French lexical verbs with infinitival complementation	<b>all</b>	(M+W) in eMnE	2	8.33%	1	4%	1	8%	1	8%
	other than <i>will</i> / <i>vouloir</i> ( <i>voler</i> )	(M) in eMnE	2	8.33%	1	4%	1	8%	1	8%
ambiguous	<b>all</b>	(A)	7	29.17%	10	41.67%	7	53.85%	7	53.85%
	<i>will</i>	(W)	0	0.00%	NA	NA	NA	NA	NA	NA
	other than <i>will</i>	(A-W)	7	29.17%	NA	NA	NA	NA	NA	NA
<b>TOTAL</b>			<b>24</b>	<b>100%</b>	<b>24</b>	<b>100%</b>	<b>13</b>	<b>100%</b>	<b>13</b>	<b>100%</b>

Table 6.34: Verbal forms in clauses corresponding to eMnE nominal clauses functioning as a subject, limited to 3rd person singular forms (in eMnE)

Type		Symbol	eMnE		MF		AN-LH		AN-LM	
			N° of occur.	%	N° of occur.	%	N° of occur.	%	N° of occur.	%
subjunctive	<b>all</b>	(S+SW)	<b>4</b>	<b>25.00%</b>	<b>2</b>	<b>12.50%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>
indicative		(I)	<b>10</b>	<b>62.50%</b>	<b>7</b>	<b>43.75%</b>	<b>3</b>	<b>37.50%</b>	<b>3</b>	<b>37.50%</b>
modal periphrasis / corresponding French lexical verbs with infinitival complementation	<b>all</b>	(M+W) in eMnE	2	12.50%	1	6.25%	1	12.50%	1	12.50%
	other than <i>will</i> / <i>vouloir</i> ( <i>voler</i> )	(M) in eMnE	2	12.50%	1	6.25%	1	12.50%	1	12.50%
ambiguous	<b>all</b>	(A)	<b>0</b>	<b>0.00%</b>	<b>6</b>	<b>37.50%</b>	<b>4</b>	<b>50.00%</b>	<b>4</b>	<b>50.00%</b>
	<i>will</i>	(W)	0	0.00%	NA	NA	NA	NA	NA	NA
	other than <i>will</i>	(A-W)	0	0.00%	NA	NA	NA	NA	NA	NA
<b>TOTAL</b>			<b>16</b>	<b>100%</b>	<b>16</b>	<b>100%</b>	<b>8</b>	<b>100%</b>	<b>8</b>	<b>100%</b>

#### 6.3.4.2 Nominal clause functioning as a subject complement

As stated in Section 4.3.4.2, there is only one nominal clause (cf. 136 in Appendix I) functioning as a subject complement in the eMnE translation of the *Laws of Oléron* and it is couched in the indicative. The corresponding MF and AN clauses use ambiguous verb phrases which could be both indicative and subjunctive. The forms are singular.

In Appendix I, I also provide a clause (137) which is excluded from the analysis due to its unintelligible phrasing but which has been presented in Section 4.3.4.2 of Chapter 4. Even a cursory analysis of the relevant MF clause allows one to understand why the eMnE translator had a problem at this point. The MF text is also incomprehensible here and differs from the AN *Laws of Oléron*, where local pilots, i.e. *lodesmen* “pilot[s], steersm[e]n” (the OED), are referred to.

#### 6.3.4.3 Nominal clauses functioning as an object

In the eMnE translation of the *Laws of Oléron*, there are 20 nominal clauses which function as objects. All of them are given in (138)-(151) in Appendix I, accompanied by the corresponding MF and AN extracts. There is only one instance of the subjunctive among the French clauses (141), but it does not coincide with either of the occurrences of the subjunctive in the eMnE document (144 and 148). In (149), the AN texts resort to the subjunctive but this – again – is not the mood employed in the corresponding verse of the eMnE or MF documents. Interestingly though, one can note the use of the imperative in the clauses analysed. The scarcity of the subjunctive among the French data could be accounted for on the basis of the quite objective

nature of the clauses presented below, which is not a context conducive to the use of the subjunctive in this language (cf. Section 6.3.4).

Detailed numerical and percentage values concerning the use of various moods in the analysed clauses are provided below in Table 6.35, as well as in Table 6.36 for the approach limited to singular verb phrases.

Table 6.35: Verbal forms in clauses corresponding to eMnE nominal clauses functioning as an object

Type		Symbol	eMnE		MF		AN-LH		AN-LM	
			N° of occur.	%	N° of occur.	%	N° of occur.	%	N° of occur.	%
subjunctive	<b>all</b>	(S+SW)	2	10.00%	1	5.00%	1	6.67%	1	6.67%
indicative		(I)	9	45.00%	12	60.00%	9	60.00%	9	60.00%
modal periphrasis / corresponding French lexical verbs with infinitival complementation	<b>all</b>	(M+W) in eMnE	5	25.00%	3	15.00%	3	20.00%	3	20.00%
	other than <i>will</i> / <i>vouloir</i> ( <i>voler</i> )	(M) in eMnE	2	10.00%	3	15.00%	3	20.00%	3	20.00%
ambiguous	<b>all</b>	(A)	5	25.00%	2	10.00%	1	6.67%	1	6.67%
	<i>will</i>	(W)	3	15.00%	NA	NA	NA	NA	NA	NA
	other than <i>will</i>	(A-W)	2	10.00%	NA	NA	NA	NA	NA	NA
imperative		(Imp.)	2	10.00%	2	10.00%	1	6.67%	1	6.67%
<b>TOTAL</b>			<b>20</b>	<b>100%</b>	<b>20</b>	<b>100%</b>	<b>15</b>	<b>100%</b>	<b>15</b>	<b>100%</b>

Table 6.36: Verbal forms in clauses corresponding to eMnE nominal clauses functioning as an object, limited to singular verb phrases (in eMnE)<sup>13</sup>

Type		Symbol	eMnE		MF		AN-LH		AN-LM	
			N° of occur.	%	N° of occur.	%	N° of occur.	%	N° of occur.	%
subjunctive	<b>all</b>	(S+SW)	2	14.29%	1	7.14%	0	0.00%	0	0.00%
indicative		(I)	8	57.14%	8	57.14%	5	50.00%	5	50.00%
modal periphrasis / corresponding French lexical verbs with infinitival complementation	<b>all</b>	(M+W) in eMnE	2	14.29%	3	21.43%	3	30.00%	3	30.00%
	other than <i>will</i> / <i>vouloir</i> ( <i>voler</i> )	(M) in eMnE	2	14.29%	3	21.43%	3	30.00%	3	30.00%

13. It should be noted that in the eMnE translation there is one 2nd person singular form among the analysed data, i.e. Imp.2 in (150). Among the plural verb phrases, three further 2nd person forms have been found, i.e. I68 (145), A72 (W16) and A73 (W17) in (151).

ambiguous	<b>all</b>	(A)	<b>0</b>	<b>0.00%</b>	<b>1</b>	<b>7.14%</b>	<b>1</b>	<b>10.00%</b>	<b>1</b>	<b>10.00%</b>
	<i>will</i>	(W)	0	0.00%	NA	NA	NA	NA	NA	NA
	other than will	(A-W)	0	0.00%	NA	NA	NA	NA	NA	NA
imperative		(Imp.)	<b>2</b>	<b>14.29%</b>	<b>1</b>	<b>7.14%</b>	<b>1</b>	<b>10.00%</b>	<b>1</b>	<b>10.00%</b>
<b>TOTAL</b>			<b>14</b>	<b>100%</b>	<b>14</b>	<b>100%</b>	<b>10</b>	<b>100%</b>	<b>10</b>	<b>100%</b>

#### 6.3.4.4 Appositive nominal clause

The very last clause, which needs to be listed here is the appositive nominal clause. The clause in question is given in (152). In all four texts it is rendered in the indicative singular.

#### 6.3.4.5 Nominal clauses – an overview of findings

The most numerous category of nominal clause is that of nominal clauses functioning as subjects of the main clause (24 examples), with those functioning as objects covering 20 instances. Nominal clauses used as a subject complement or in an appositive function appear once each. On the whole, the dominant mood in nominal clauses functioning as subjects is the indicative, with the subjunctive being employed in ca. 13% of the eMnE and 11% of the MF nominal clauses. The tables and charts jointly illustrating the data presented in Section 6.3.4 are given below.

Table 6.37: An overview of the data concerning nominal clauses – subjunctive

Nominal clauses functioning as	Subjunctive in eMnE			Subjunctive in MF	Subjunctive in AN-LH	Subjunctive in AN-LM	all such analysed clauses in eMnE	all corresponding clauses in MF	all corresponding clauses in AN-LH	all corresponding clauses in AN-LM
	all (S+SW)	present (S)	were (SW)							
Subject	<b>4</b>	4	0	<b>4</b>	<b>0</b>	<b>0</b>	24	24	13	13
%	16.7%	16.7%	0.0%	16.7%	0.0%	0.0%	100.0%	100.0%	100.0%	100.0%
% of all claus.	8.7%	8.7%	0.0%	8.7%	0.0%	0.0%	52.2%	52.2%	43.3%	43.3%
nor. p. 10000	11.1	11.1	0.0	11.1	0.0	0.0	66.7	66.6	41.4	41.8
Subject complement	<b>0</b>	0	0	<b>0</b>	<b>0</b>	<b>0</b>	1	1	1	1
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	100.0%	100.0%	100.0%
% of all claus.	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	2.2%	2.2%	3.3%	3.3%
nor. p. 10000	0.0	0.0	0.0	0.0	0.0	0.0	2.8	2.8	3.2	3.2
Object	<b>2</b>	1	1	<b>1</b>	<b>1</b>	<b>1</b>	20	20	15	15
%	10.0%	5.0%	5.0%	5.0%	6.7%	6.7%	100.0%	100.0%	100.0%	100.0%
% of all claus.	4.3%	2.2%	2.2%	2.2%	3.3%	3.3%	43.5%	43.5%	50.0%	50.0%
nor. p. 10000	5.6	2.8	2.8	2.8	3.2	3.2	55.6	55.5	47.8	48.2

Nominal clauses functioning as	Subjunctive in eMnE			Subjunctive in MF	Subjunctive in AN-LH	Subjunctive in AN-LM	all such analysed clauses in eMnE	all corresponding clauses in MF	all corresponding clauses in AN-LH	all corresponding clauses in AN-LM
	all (S+SW)	present (S)	were (SW)							
Appositive	0	0	0	0	0	0	1	1	1	1
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	100.0%	100.0%	100.0%
% of all claus.	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	2.2%	2.2%	3.3%	3.3%
nor. p. 10000	0.0	0.0	0.0	0.0	0.0	0.0	2.8	2.8	3.2	3.2
<b>TOTAL</b>	6	5	1	5	1	1	46	46	30	30
%	<b>13.0%</b>	10.9%	2.2%	<b>10.9%</b>	<b>3.3%</b>	<b>3.3%</b>	100%	100%	100%	100%
<b>nor. p. 10000</b>	<b>16.7</b>	13.9	2.8	<b>13.9</b>	<b>3.2</b>	<b>3.2</b>	127.9	127.7	95.6	96.4

Table 6.38: An overview of the data concerning nominal clauses – indicative

Nominal clauses functioning as	Indicative in eMnE	Indicative in MF	Indicative in AN-LH	Indicative in AN-LM	all such analysed clauses in eMnE	all corresponding clauses in MF	all corresponding clauses in AN-LH	all corresponding clauses in AN-LM
Subject	11	9	5	5	24	24	13	13
%	45.8%	37.5%	38.5%	38.5%	100.0%	100.0%	100.0%	100.0%
% of all claus.	23.9%	19.6%	16.7%	16.7%	52.2%	52.2%	43.3%	43.3%
nor. p. 10000	30.6	25.0	15.9	16.1	66.7	66.6	41.4	41.8
Subject complement	1	0	1	1	1	1	1	1
%	100%	0.0%	100%	100%	100.0%	100.0%	100.0%	100.0%
% of all claus.	2.2%	0.0%	3.3%	3.3%	2.2%	2.2%	3.3%	3.3%
nor. p. 10000	2.8	0.0	3.2	3.2	2.8	2.8	3.2	3.2
Object	9	12	9	9	20	20	15	15
%	45.0%	60.0%	60.0%	60.0%	100.0%	100.0%	100.0%	100.0%
% of all claus.	19.6%	26.1%	30.0%	30.0%	43.5%	43.5%	50.0%	50.0%
nor. p. 10000	25.0	33.3	28.7	28.9	55.6	55.5	47.8	48.2
Appositive	1	1	1	1	1	1	1	1
%	100%	100%	100%	100%	100.0%	100.0%	100.0%	100.0%
% of all claus.	2.2%	2.2%	3.3%	3.3%	2.2%	2.2%	3.3%	3.3%
nor. p. 10000	2.8	2.8	3.2	3.2	2.8	2.8	3.2	3.2
<b>TOTAL</b>	<b>22</b>	<b>22</b>	<b>16</b>	<b>16</b>	<b>46</b>	<b>46</b>	<b>30</b>	<b>30</b>
%	<b>47.8%</b>	<b>47.8%</b>	<b>53.3%</b>	<b>53.3%</b>	100%	100%	100%	100%
<b>nor. p. 10000</b>	<b>61.2</b>	<b>61.1</b>	<b>51.0</b>	<b>51.4</b>	127.9	127.7	95.6	96.4

Table 6.39: An overview of the data concerning nominal clauses – ambiguous forms

Nominal clauses functioning as	Ambiguous forms in eMnE			Ambiguous forms in MF	Ambiguous forms in AN-LH	Ambiguous forms in AN-LM	all such analysed clauses in eMnE	all corresponding clauses in MF	all corresponding clauses in AN-LH	all corresponding clauses in AN-LM
	all (A)	will (W)	other than will (A-W)							
Subject	7	0	7	10	7	7	24	24	13	13
%	29.2%	0.0%	29.2%	41.7%	53.8%	53.8%	100.0%	100.0%	100.0%	100.0%
% of all claus.	15.2%	0.0%	15.2%	21.7%	23.3%	23.3%	52.2%	52.2%	43.3%	43.3%
nor. p. 10000	19.5	0.0	19.5	27.8	22.3	22.5	66.7	66.6	41.4	41.8
Subject complement	0	0	0	1	0	0	1	1	1	1
%	0.0%	0.0%	0.0%	100%	0%	0%	100.0%	100.0%	100.0%	100.0%
% of all claus.	0.0%	0.0%	0.0%	2.2%	0.0%	0.0%	2.2%	2.2%	3.3%	3.3%
nor. p. 10000	0.0	0.0	0.0	2.8	0.0	0.0	2.8	2.8	3.2	3.2
Object	5	3	2	2	1	1	20	20	15	15
%	25.0%	15.0%	10.0%	10.0%	6.7%	6.7%	100.0%	100.0%	100.0%	100.0%
% of all claus.	10.9%	6.5%	4.3%	4.3%	3.3%	3.3%	43.5%	43.5%	50.0%	50.0%
nor. p. 10000	13.9	8.3	5.6	5.6	3.2	3.2	55.6	55.5	47.8	48.2
Appositive	0	0	0	0	0	0	1	1	1	1
%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	100.0%	100.0%	100.0%	100.0%
% of all claus.	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	2.2%	2.2%	3.3%	3.3%
nor. p. 10000	0.0	0.0	0.0	0.0	0.0	0.0	2.8	3603.0	3.2	3.2
<b>TOTAL</b>	<b>12</b>	<b>3</b>	<b>9</b>	<b>13</b>	<b>8</b>	<b>8</b>	<b>46</b>	<b>46</b>	<b>30</b>	<b>30</b>
%	<b>26.1%</b>	<b>6.5%</b>	<b>19.6%</b>	<b>28.3%</b>	<b>26.7%</b>	<b>26.7%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>
<b>nor. p. 10000</b>	<b>33.4</b>	<b>8.3</b>	<b>25.0</b>	<b>36.1</b>	<b>25.5</b>	<b>25.7</b>	<b>127.9</b>	<b>127.7</b>	<b>95.6</b>	<b>96.4</b>

Chart 6.25: An overview of the data concerning nominal clauses in eMnE

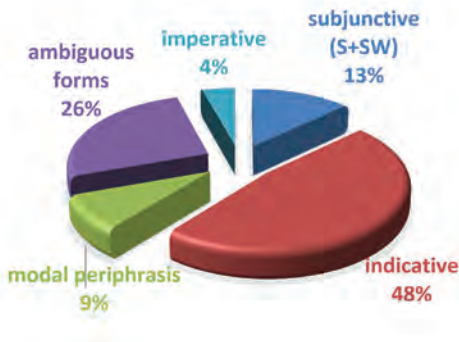


Chart 6.26: An overview of the data concerning MF clauses corresponding to eMnE nominal clauses

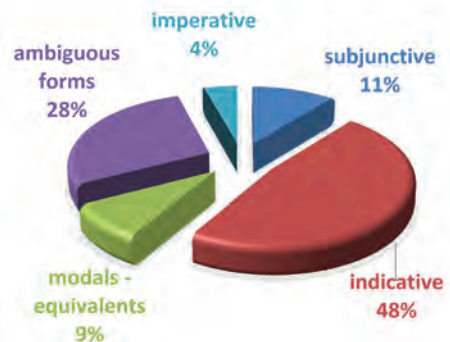


Chart 6.27: An overview of the data concerning AN-LH clauses corresponding to eMnE nominal clauses

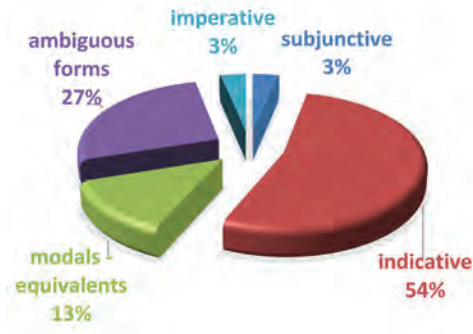
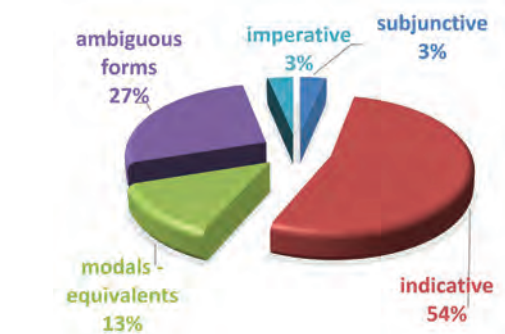


Chart 6.28: An overview of the data concerning AN-LM clauses corresponding to eMnE nominal clauses



When approached only from the perspective of numerical and percentage values, the subjunctive participation in the eMnE and MF texts appears to be strikingly similar. The same conclusion could be applicable to the ambiguous and imperative forms. However, as transpires from the data presented, little direct influence can be postulated. At this point, it is only possible to state that there is no doubt as to the close convergence between the two AN texts.

The data for the selection of moods by specific nominal clauses are presented in Charts 6.29-6.32 below. Object clauses from the eMnE translation are distributed among almost all possible moods and forms. A similar observation holds true for subject clauses, the only exception being the lack of imperative forms noted among them. The MF and AN texts do not employ the conditional mood, whereas (all) the remaining possibilities are attested.

Chart 6.29: An overview of the data concerning nominal clauses in eMnE – participation of different clause types in each verbal form

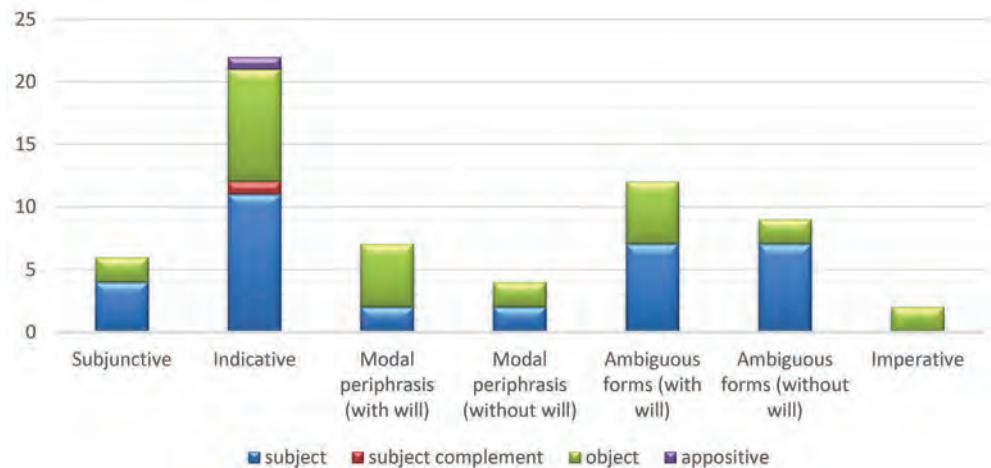


Chart 6.30: An overview of the data concerning MF clauses corresponding to eMnE nominal clauses – participation of different clause types in each verbal form

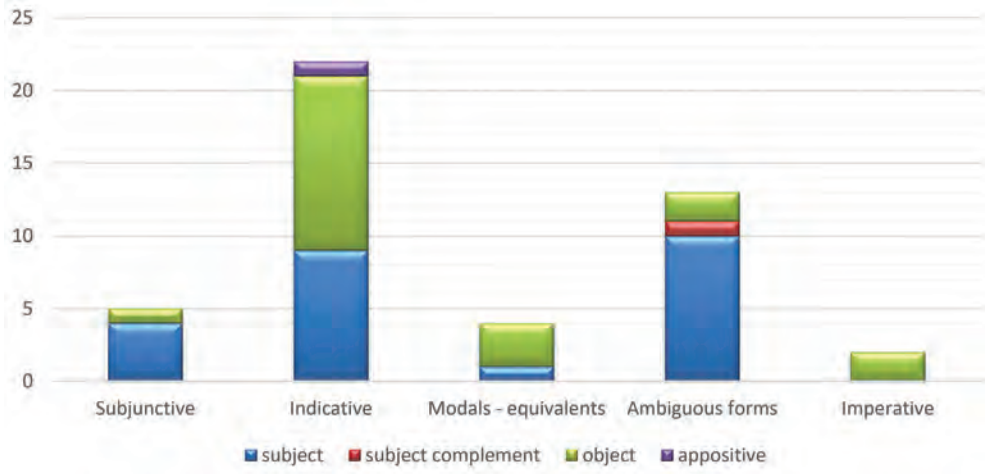


Chart 6.31: An overview of the data concerning AN-LH clauses corresponding to eMnE nominal clauses – participation of different clause types in each verbal form

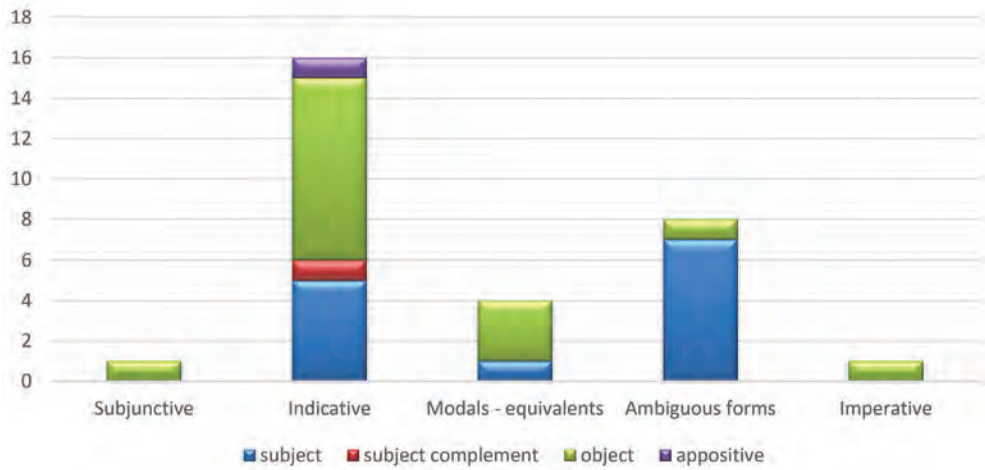
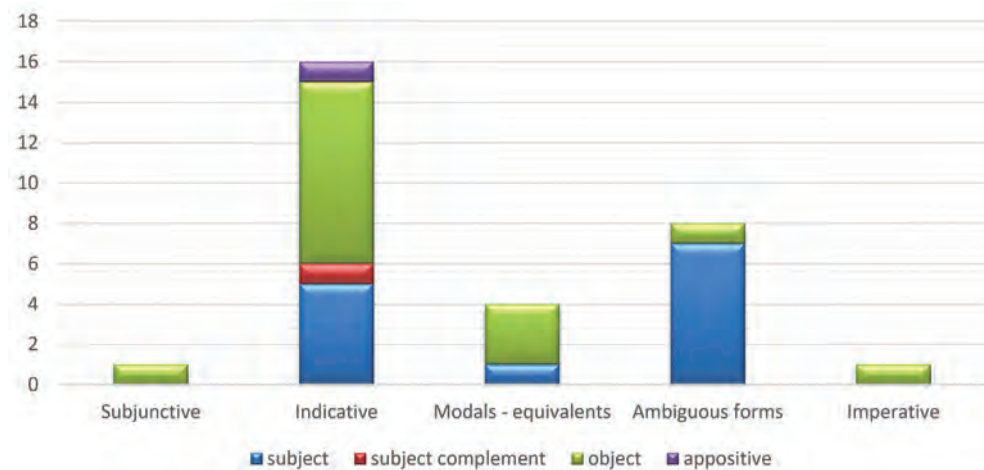


Chart 6.32: An overview of the data concerning AN-LM clauses corresponding to eMnE nominal clauses – participation of different clause types in each verbal form



The data are now presented within a framework limiting the analysis to singular verb phrases. It should be noted that due to the fact that object clauses resort to four 2nd person forms, out of which three are plural, the data presented at this point are no longer narrowed down to 3rd person singular forms.

Table 6.40: An overview of the data concerning nominal clauses, limited to singular verb phrases (in eMnE) – subjunctive

Nominal clauses functioning as	Subjunctive in eMnE			Subjunctive in MF	Subjunctive in AN-LH	Subjunctive in AN-LM	all such analysed clauses in eMnE	all corresponding clauses in MF	all corresponding clauses in AN-LH	all corresponding clauses in AN-LM
	all (S+SW)	present (S)	were (SW)							
Subject	4	4	0	2	0	0	16	16	8	8
%	25.0%	25.0%	0.0%	12.5%	0.0%	0.0%	100%	100%	100.0%	100%
% of all claus.	12.5%	12.5%	0.0%	6.3%	0.0%	0.0%	50.0%	50.0%	40.0%	40.0%
nor. p. 10000	11.1	11.1	0.0	5.6	0.0	0.0	44.5	44.4	25.5	25.7
Subject complement	0	0	0	0	0	0	1	1	1	1
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100%	100%	100.0%	100%
% of all claus.	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	3.1%	3.1%	5.0%	5.0%
nor. p. 10000	0.0	0.0	0.0	0.0	0.0	0.0	2.8	2.8	3.2	3.2

Object	2	1	1	1	0	0	14	14	10	10
%	14%	7%	7.1%	7.1%	0.0%	0.0%	100%	100%	100%	100%
% of all claus.	6.3%	3.1%	3.1%	3.1%	0.0%	0.0%	43.8%	43.8%	50.0%	50.0%
nor. p. 10000	5.6	2.8	2.8	2.8	0.0	0.0	38.9	38.9	31.9	32.1
Appositive	0	0	0	0	0	0	1	1	1	1
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100%	100%	100%	100%
% of all claus.	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	3.1%	3.1%	5.0%	5.0%
nor. p. 10000	0.0	0.0	0.0	0.0	0.0	0.0	2.8	2.8	3.2	3.2
<b>TOTAL</b>	<b>6</b>	<b>5</b>	<b>1</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>32</b>	<b>32</b>	<b>20</b>	<b>20</b>
%	18.8%	15.6%	3.1%	9.4%	0.0%	0.0%	100%	100%	100%	100%
<b>nor. p. 10000</b>	<b>16.7</b>	<b>13.9</b>	<b>2.8</b>	<b>8.3</b>	<b>0.0</b>	<b>0.0</b>	<b>89.0</b>	<b>88.8</b>	<b>63.8</b>	<b>64.3</b>

Table 6.41: An overview of the data concerning nominal clauses, limited to singular verb phrases (in eMnE) – indicative

Nominal clauses functioning as	Indicative in eMnE	Indicative in MF	Indicative in AN-LH	Indicative in AN-LM	all such analysed clauses in eMnE	all corresponding clauses in MF	all corresponding clauses in AN-LH	all corresponding clauses in AN-LM
Subject	10	7	3	3	16	16	8	8
%	62.5%	43.8%	37.5%	37.5%	100%	100%	100%	100%
% of all claus.	31.3%	21.9%	15.0%	15.0%	50.0%	50.0%	40.0%	40.0%
nor. p. 10000	27.8	19.4	9.6	9.6	44.5	44.4	25.5	25.7
Subject complement	1	0	1	1	1	1	1	1
%	100%	0.0%	100%	100%	100%	100%	100%	100%
% of all claus.	3.1%	0.0%	5.0%	5.0%	3.1%	3.1%	5.0%	5.0%
nor. p. 10000	2.8	0.0	3.2	3.2	2.8	2.8	3.2	3.2
Object	8	8	5	5	14	14	10	10
%	57.1%	57.1%	50.0%	50.0%	100%	100%	100.0%	100%
% of all claus.	25.0%	25.0%	25.0%	25.0%	43.8%	43.8%	50.0%	50.0%
nor. p. 10000	22.2	22.2	15.9	16.1	38.9	38.9	31.9	32.1
Appositive	1	1	1	1	1	1	1	1
%	100%	100%	100%	100%	100%	100%	100%	100%
% of all claus.	3.1%	3.1%	5.0%	5.0%	3.1%	3.1%	5.0%	5.0%
nor. p. 10000	2.8	2.8	3.2	3.2	2.8	2.8	3.2	3.2
<b>TOTAL</b>	<b>20</b>	<b>16</b>	<b>10</b>	<b>10</b>	<b>32</b>	<b>32</b>	<b>20</b>	<b>20</b>
%	62.5%	50.0%	50.0%	50.0%	100%	100%	100%	100%
<b>nor. p. 10000</b>	<b>55.6</b>	<b>44.4</b>	<b>31.9</b>	<b>32.1</b>	<b>89.0</b>	<b>88.8</b>	<b>63.8</b>	<b>64.3</b>

Table 6.42: An overview of the data concerning nominal clauses, limited to singular verb phrases (in eMnE) – ambiguous forms

Nominal clauses functioning as	Ambiguous forms in eMnE			Ambiguous forms in MF	Ambiguous forms in AN-LH	Ambiguous forms in AN-LM	all such analysed clauses in eMnE	all corresponding clauses in MF	all corresponding clauses in AN-LH	all corresponding clauses in AN-LM
	all (A)	will (W)	other than will (A-W)							
Subject	0	0	0	6	4	4	16	16	8	8
%	0.0%	0.0%	0.0%	37.5%	50.0%	50.0%	100%	100%	100%	100%
% of all claus.	0.0%	0.0%	0.0%	18.8%	20.0%	20.0%	50.0%	50.0%	40.0%	40.0%
nor. p. 10000	0.0	0.0	0.0	16.7	12.8	12.9	44.5	44.4	25.5	25.7
Subject complement	0	0	0	1	1	1	1	1	1	1
%	0.0%	0.0%	0.0%	100%	100%	100%	100%	100%	100%	100%
% of all claus.	0.0%	0.0%	0.0%	3.1%	5.0%	5.0%	3.1%	3.1%	5.0%	5.0%
nor. p. 10000	0.0	0.0	0.0	2.8	3.2	3.2	2.8	2.8	3.2	3.2
Object	0	0	0	1	1	1	14	14	10	10
%	0.0%	0.0%	0.0%	7.1%	10.0%	10.0%	100%	100%	100%	100%
% of all claus.	0.0%	0.0%	0.0%	3.1%	5.0%	5.0%	43.8%	43.8%	50.0%	50.0%
nor. p. 10000	0.0	0.0	0.0	2.8	3.2	3.2	38.9	38.9	31.9	32.1
Appositive	0	0	0	0	0	0	1	1	1	1
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100%	100%	100%	100%
% of all claus.	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	3.1%	3.1%	5.0%	5.0%
nor. p. 10000	0.0	0.0	0.0	0.0	0.0	0.0	2.8	2.8	3.2	3.2
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>6</b>	<b>6</b>	<b>32</b>	<b>32</b>	<b>20</b>	<b>20</b>
%	0.0%	0.0%	0.0%	25.0%	30.0%	30.0%	100%	100%	100%	100%
<b>nor. p. 10000</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>22.2</b>	<b>19.1</b>	<b>19.3</b>	<b>89.0</b>	<b>88.8</b>	<b>63.8</b>	<b>64.3</b>

Chart 6.33: An overview of the data concerning nominal clauses in eMnE, limited to singular verb phrases

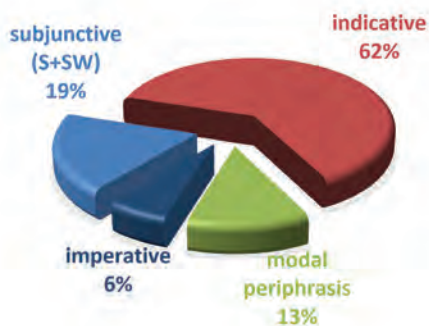


Chart 6.34: An overview of the data concerning MF clauses corresponding to eMnE nominal clauses, limited to singular verb phrases in eMnE



Chart 6.35: An overview of the data concerning AN-LH clauses corresponding to eMnE nominal clauses, limited to singular verb phrases in eMnE

Chart 6.36: An overview of the data concerning AN-LM clauses corresponding to eMnE nominal clauses, limited to singular verb phrases in eMnE

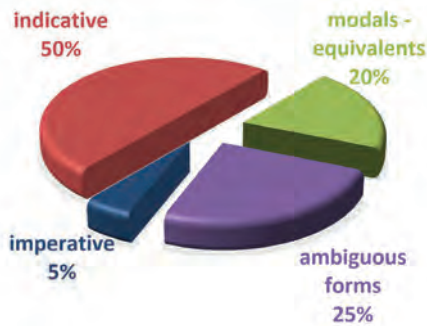


Chart 6.37: An overview of the data concerning nominal clauses in eMnE – participation of different clause types in each verbal form, limited to singular verb phrases

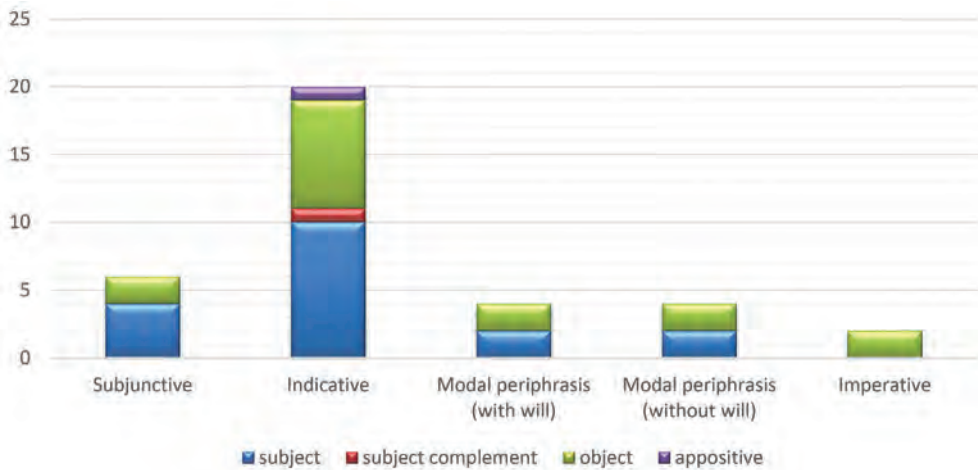


Chart 6.38: An overview of the data concerning MF clauses corresponding to eMnE nominal clauses – participation of different clause types in each verbal form, limited to singular verb phrases in eMnE

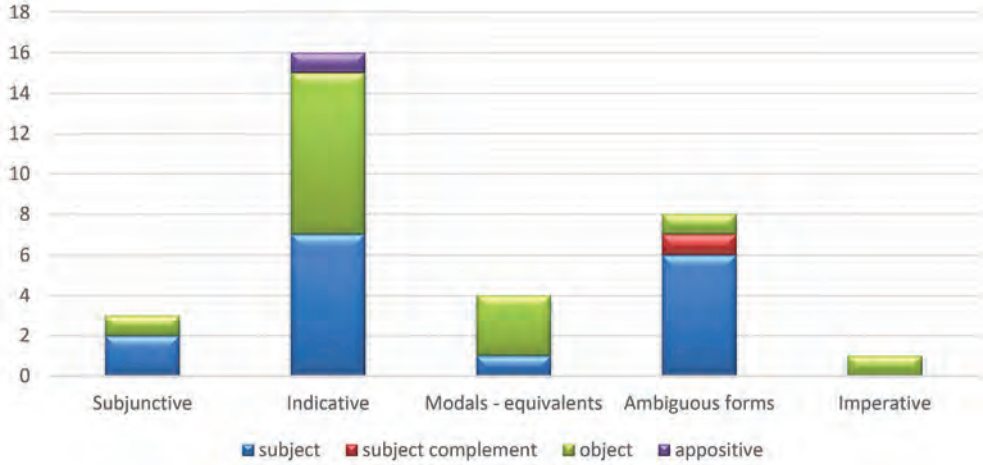


Chart 6.39: An overview of the data concerning AN-LH clauses corresponding to eMnE nominal clauses – participation of different clause types in each verbal form, limited to singular verb phrases in eMnE

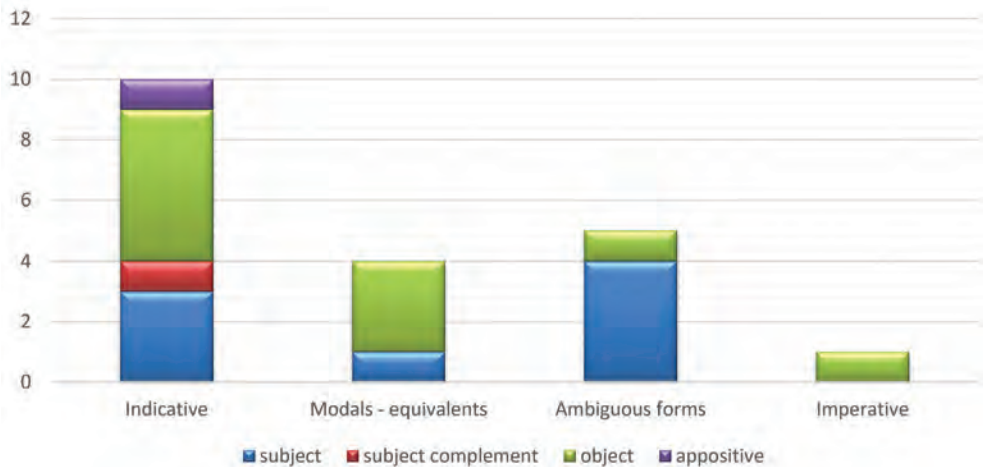
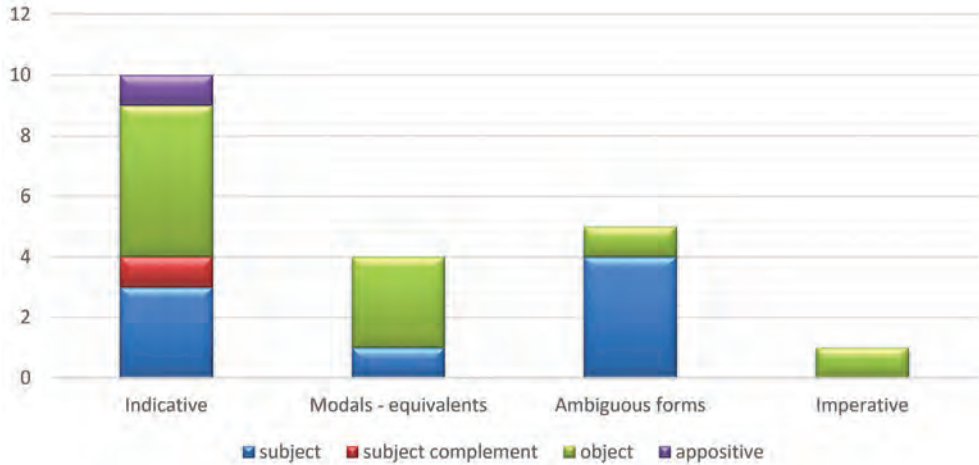


Chart 6.40: An overview of the data concerning AN-LM clauses corresponding to eMnE nominal clauses – participation of different clause types in each verbal form, limited to singular verb phrases in eMnE



### 6.3.5 Overview of the findings concerning dependent clauses

The purpose of the present section is to show the data which have been the subject of analysis in the whole of Section 6.3 from a wider perspective. In other words, instead of concentrating on the different sub-types of each type of clauses, only four major clause types are juxtaposed here, i.e. adverbial, comparative, relative and nominal. As explained in Section 6.3.3, nominal relative clauses are not treated as relative clauses and are classified as nominal clauses on the basis of their syntactic characteristics. All the numerical and percentage data are gathered in Table 6.43 and Charts 6.41-6.48 on pages 228-230.

In view of the data presented on the following pages, no doubt remains as to the wholly native character of the substantial use of the subjunctive in the eMnE translation of the *Laws of Oléron*. The preferred mood of the French texts is indubitably the indicative which constitutes 58% of all of the clauses analysed in the MF and 54%-56% of those in the AN texts. The 27% participation of the subjunctive in the English document does not find any reflection in the earlier French texts, with 6% subjunctive use in MF and 8%-11% use in the two AN documents.

The general correlations between the values are only slightly altered when the analysis is limited to singular verb phrases (cf. Table 6.44 and Charts 6.49-56 on pages 231-233).

Table 6.43: Overview of the data for all of the analysed eMnE subordinate clauses and their MF and AN equivalents

Type of clause	Subjunctive				Indicative				Ambiguous forms				Modal periphrasis / Modal equivalents + Conditional				Infinitive / Imperative				ALL such clauses			
	eMnE	MF	AN-LH	AN-LM	eMnE	MF	AN-LH	AN-LM	eMnE	MF	AN-LH	AN-LM	eMnE	MF	AN-LH	AN-LM	eMnE	MF	AN-LH	AN-LM	eMnE	MF	AN-LH	AN-LM
Adverbial	56	7	12	16	32	78	57	51	37	32	31	30	12	12	7	7	3	7	4	4	140	136	111	108
% of all such cl.	40%	5%	11%	15%	23%	57%	51%	47%	26%	24%	28%	28%	9%	9%	6%	6%	2%	5%	4%	4%	100%	100%	100%	100%
% of all cl.	24%	3%	7%	9%	14%	34%	32%	30%	16%	14%	18%	17%	5%	5%	4%	4%	1%	3%	2%	2%	59%	59%	63%	63%
nor. p. 10000	155.7	19.4	38.3	51.4	89.0	216.5	181.7	163.9	102.9	88.8	98.8	96.4	33.4	33.3	22.5	22.5	8.3	19.4	12.8	12.9	389.2	377.5	353.8	347.2
% of TOTAL	89%	54%	80%	84%	45%	59%	57%	55%	51%	63%	69%	70%	48%	48%	58%	60%	78%	80%	80%	80%	59%	59%	63%	63%
Comparative	0	0	0	0	1	2	2	2	1	1	2	2	2	1	0	0	0	0	0	0	4	4	4	4
% of all such cl.	0%	0%	0%	0%	25%	50%	50%	50%	25%	25%	50%	50%	50%	25%	0%	0%	0%	0%	0%	0%	100%	100%	100%	100%
% of all cl.	0%	0%	0%	0%	0%	1%	1%	1%	0%	0%	1%	1%	1%	0%	0%	0%	0%	0%	0%	0%	2%	2%	2%	2%
nor. p. 10000	0.0	0.0	0.0	0.0	2.8	5.6	6.4	6.4	2.8	2.8	6.4	6.4	5.6	2.8	0.0	0.0	0.0	0.0	0.0	0.0	11.1	11.1	12.8	12.9
% of TOTAL	0%	0%	0%	0%	1%	2%	2%	2%	1%	2%	4%	5%	8%	4%	0%	0%	0%	0%	0%	0%	2%	2%	2%	2%
Relative	1	1	2	2	16	31	25	24	22	5	4	3	7	8	1	1	0	0	0	0	46	45	32	30
% of all such cl.	2%	2%	6%	7%	35%	69%	78%	80%	48%	11%	13%	10%	15%	18%	3%	3%	0%	0%	0%	0%	100%	100%	100%	100%
% of all cl.	0%	0%	1%	1%	7%	13%	14%	14%	9%	2%	2%	2%	3%	3%	1%	1%	0%	0%	0%	0%	19%	19%	18%	17%
nor. p. 10000	2.8	2.8	6.4	6.4	44.5	86.0	79.7	77.1	61.2	13.9	12.8	9.6	19.5	22.2	3.2	3.2	0.0	0.0	0.0	0.0	127.9	124.9	102.0	96.4
% of TOTAL	2%	8%	13%	11%	23%	23%	25%	26%	31%	10%	9%	7%	28%	32%	8%	8%	0%	0%	0%	0%	19%	19%	18%	17%
Nominal	6	5	1	1	22	22	16	16	12	13	8	8	4	4	4	4	2	2	1	1	46	46	30	30
% of all such cl.	13%	11%	3%	3%	48%	48%	53%	53%	26%	28%	27%	27%	9%	9%	13%	13%	4%	4%	3%	3%	100%	100%	100%	100%
% of all cl.	3%	2%	1%	1%	9%	10%	9%	9%	5%	6%	5%	5%	2%	2%	2%	2%	1%	1%	1%	1%	19%	20%	17%	17%
nor. p. 10000	16.7	13.9	3.2	3.2	61.2	61.1	51.0	51.4	33.4	36.1	25.5	25.7	11.1	11.1	12.8	12.9	5.6	5.6	3.2	3.2	127.9	127.7	95.6	96.4
% of TOTAL	10%	38%	7%	5%	31%	17%	16%	17%	17%	25%	18%	19%	16%	16%	33%	33%	40%	22%	20%	20%	19%	20%	17%	17%
<b>TOTAL</b>	<b>63</b>	<b>13</b>	<b>15</b>	<b>19</b>	<b>71</b>	<b>133</b>	<b>100</b>	<b>93</b>	<b>72</b>	<b>51</b>	<b>45</b>	<b>43</b>	<b>25</b>	<b>25</b>	<b>12</b>	<b>12</b>	<b>5</b>	<b>9</b>	<b>5</b>	<b>5</b>	<b>236</b>	<b>231</b>	<b>177</b>	<b>172</b>
% of all cl.	27%	6%	8%	11%	30%	58%	56%	54%	31%	22%	25%	25%	11%	11%	7%	7%	2%	4%	3%	3%	100%	100%	100%	100%
nor. p. 10000	175.1	36.1	47.8	61.1	197.4	369.1	318.8	298.9	200.2	141.5	143.4	138.2	69.5	69.4	38.3	38.6	13.9	25.0	15.9	16.1	656.1	641.1	564.2	552.9

Chart 6.41: The use of verbal forms in subordinate clauses in eMnE

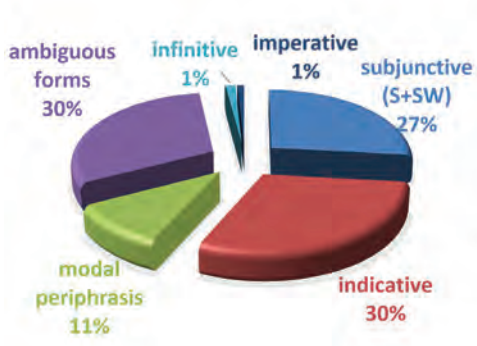


Chart 6.42: The use of verbal forms in MF clauses corresponding to eMnE subordinate clauses

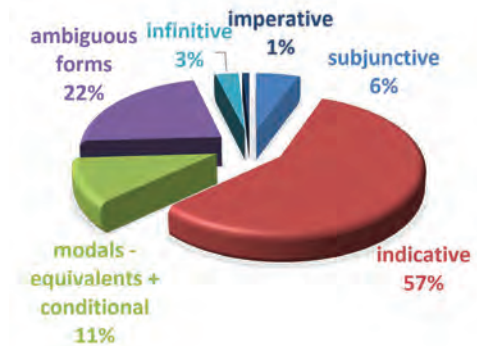


Chart 6.43: The use of verbal forms in AN-LH clauses corresponding to eMnE subordinate clauses

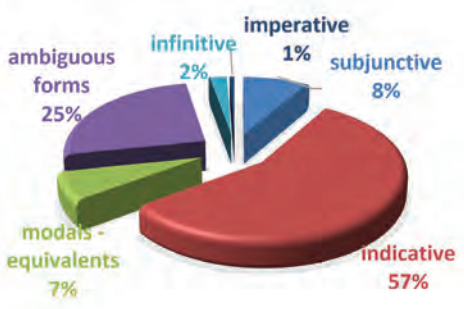


Chart 6.44: The use of verbal forms in AN-LM clauses corresponding to eMnE subordinate clauses



Chart 6.45: Share of different clause types in each verbal form in eMnE

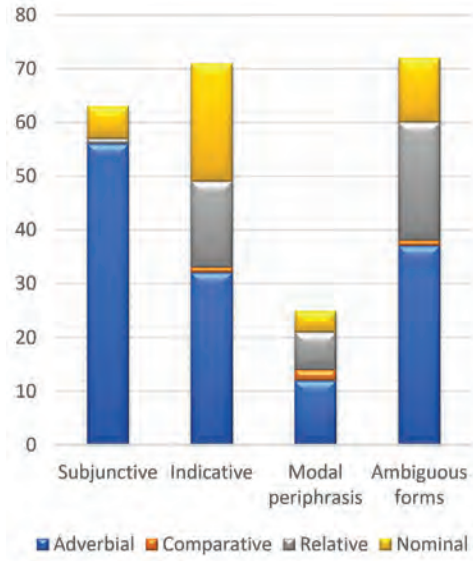


Chart 6.46: Share of MF clauses corresponding to eMnE different clause types in each verbal form

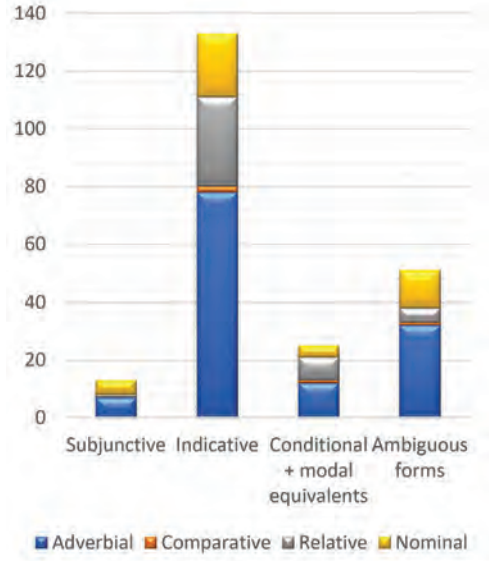


Chart 6.47: Share of AN-LH clauses corresponding to eMnE different clause types in each verbal form

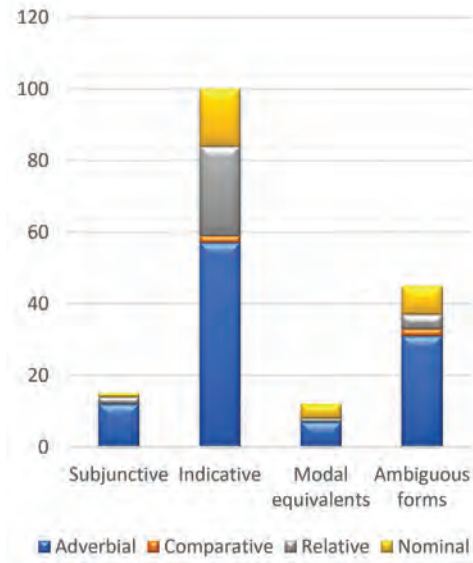


Chart 6.48: Share of AN-LM clauses corresponding to eMnE different clause types in each verbal form

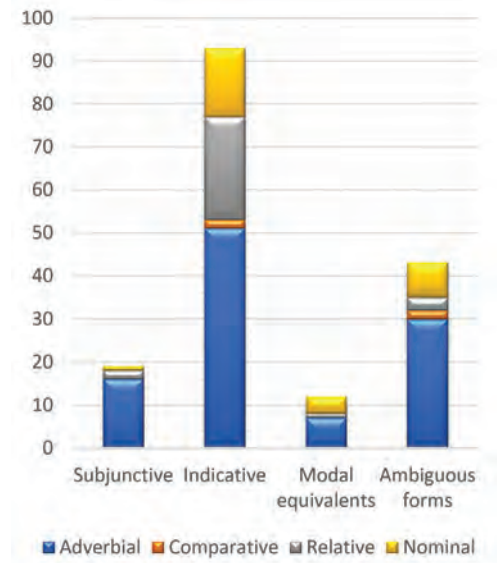


Table 6.44: Overview of the data for all of the analysed eMnE subordinate clauses and their MF and AN equivalents, limited to singular verb phrases (in eMnE)

Type of clause	Subjunctive				Indicative				Ambiguous forms				Modal periphrasis / Modal equivalents + Conditional				Imperative (eMnE) / Imperative + Infinitive (MF and AN)				ALL such clauses			
	eMnE	MF	AN-LH	AN-LM	eMnE	MF	AN-LH	AN-LM	eMnE	MF	AN-LH	AN-LM	eMnE	MF	AN-LH	AN-LM	eMnE	MF	AN-LH	AN-LM				
<b>Adverbial</b>	56	6	11	15	31	62	43	37	5	20	21	20	8	6	3	3	0	2	1	1	100	96	79	76
% of all such cl.	56%	6%	14%	20%	31%	65%	54%	49%	5%	21%	27%	26%	8%	6%	4%	4%	0%	2%	1%	1%	100%	100%	100%	100%
% of all cl.	35%	4%	9%	13%	19%	40%	36%	32%	3%	13%	17%	17%	5%	4%	2%	3%	0%	1%	1%	1%	63%	62%	65%	66%
nor. p. 10000	155.7	16.7	35.1	48.2	86.2	172.1	137.1	118.9	13.9	55.5	66.9	64.3	22.2	16.7	9.6	9.6	0.0	5.6	3.2	3.2	278.0	266.4	251.8	244.3
% of TOTAL	89%	60%	92%	94%	46%	65%	62%	60%	56%	61%	68%	69%	47%	46%	43%	43%	0%	67%	50%	50%	63%	62%	65%	66%
<b>Comparative</b>	0	0	0	0	1	2	2	2	0	0	1	1	2	1	0	0	0	0	0	0	3	3	3	3
% of all such cl.	0%	0%	0%	0%	33%	67%	67%	67%	0%	0%	33%	33%	67%	33%	0%	0%	0%	0%	0%	0%	100%	100%	100%	100%
% of all cl.	0%	0%	0%	0%	1%	1%	2%	2%	0%	0%	1%	1%	1%	1%	0%	0%	0%	0%	0%	0%	2%	2%	2%	3%
nor. p. 10000	0.0	0.0	0.0	0.0	2.8	5.6	6.4	6.4	0.0	0.0	3.2	3.2	5.6	2.8	0.0	0.0	0.0	0.0	0.0	0.0	8.3	8.3	9.6	9.6
% of TOTAL	0%	0%	0%	0%	1%	2%	3%	3%	0%	0%	3%	3%	12%	8%	0%	0%	0%	0%	0%	0%	2%	2%	2%	3%
<b>Relative</b>	1	1	1	1	16	15	14	13	4	5	4	3	3	2	0	0	0	0	0	0	24	23	19	17
% of all such cl.	4%	4%	5%	6%	67%	65%	74%	76%	17%	22%	21%	18%	13%	9%	0%	0%	0%	0%	0%	0%	100%	100%	100%	100%
% of all cl.	1%	1%	1%	1%	10%	10%	12%	11%	3%	3%	3%	3%	2%	1%	0%	0%	0%	0%	0%	0%	15%	15%	16%	15%
nor. p. 10000	2.8	2.8	3.2	3.2	44.5	41.6	44.6	41.8	11.1	13.9	12.8	9.6	8.3	5.6	0.0	0.0	0.0	0.0	0.0	0.0	66.7	63.8	60.6	54.6
% of TOTAL	2%	10%	8%	6%	24%	16%	20%	21%	44%	15%	13%	10%	18%	15%	0%	0%	0%	0%	0%	0%	15%	15%	16%	15%
<b>Nominal</b>	6	3	0	0	20	16	10	10	0	8	5	5	4	4	4	4	2	1	1	1	32	32	20	20
% of all such cl.	19%	9%	0%	0%	63%	50%	50%	50%	0%	25%	25%	25%	13%	13%	20%	20%	6%	3%	5%	5%	100%	100%	100%	100%
% of all cl.	4%	2%	0%	0%	13%	10%	8%	9%	0%	5%	4%	4%	3%	3%	3%	3%	1%	1%	1%	1%	20%	21%	17%	17%
nor. p. 10000	16.7	8.3	0.0	0.0	55.6	44.4	31.9	32.1	0.0	22.2	15.9	16.1	11.1	11.1	12.8	12.9	5.6	2.8	3.2	3.2	89.0	88.8	63.8	64.3
% of TOTAL	10%	30%	0%	0%	29%	17%	14%	16%	0%	24%	16%	17%	24%	31%	57%	100%	33%	50%	50%	20%	21%	17%	17%	
<b>TOTAL</b>	63	10	12	16	68	95	69	62	9	33	31	29	17	13	7	7	2	3	2	2	159	154	121	116
% of all cl.	40%	6%	10%	14%	43%	62%	57%	53%	6%	21%	26%	25%	11%	8%	6%	6%	1%	2%	2%	2%	100%	100%	100%	100%
nor. p. 10000	175.1	27.8	38.3	51.4	189.0	263.7	220.0	199.3	25.0	91.6	98.8	93.2	47.3	36.1	22.3	22.5	5.6	8.3	6.4	6.4	442.0	427.4	385.7	372.9

Chart 6.49: The use of verbal forms in subordinate clauses in eMnE, limited to singular verb phrases

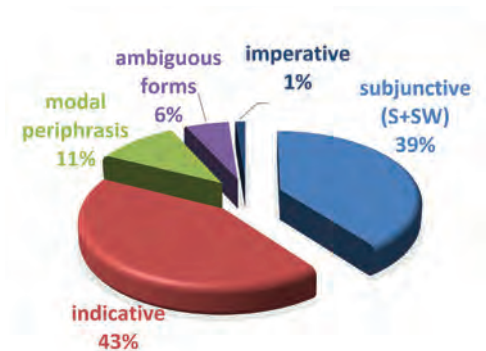


Chart 6.50: The use of verbal forms in subordinate clauses in MF, limited to singular verb phrases in eMnE

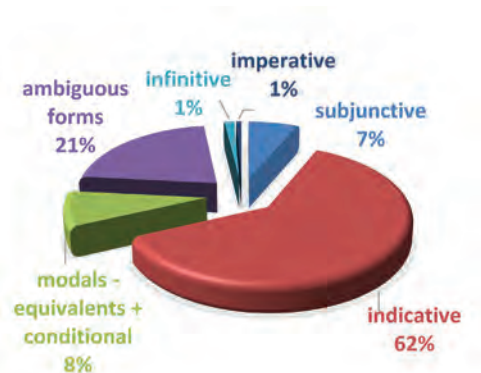


Chart 6.51: The use of verbal forms in subordinate clauses in AN-LH, limited to singular verb phrases in eMnE

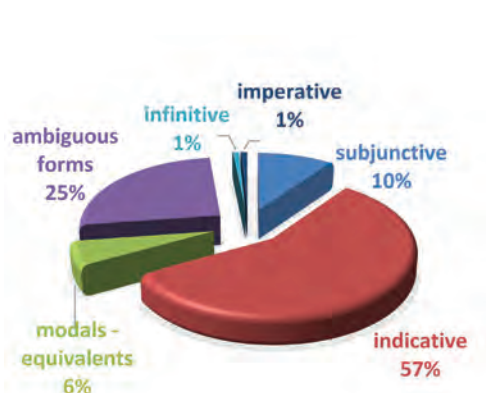


Chart 6.52: The use of verbal forms in subordinate clauses in AN-LM, limited to singular verb phrases in eMnE

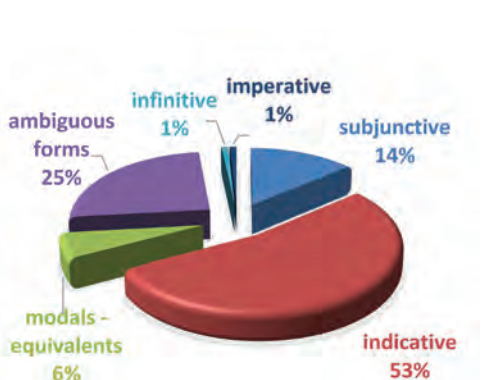


Chart 6.53: Share of different clause types in each verbal form in eMnE, limited to singular verb phrases

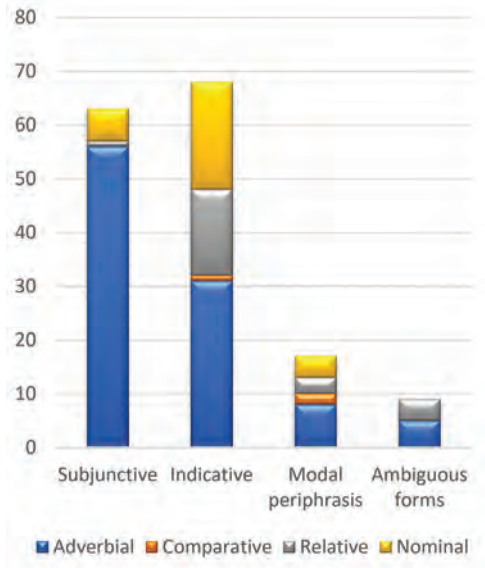


Chart 6.54: Share of MF clauses corresponding to different eMnE clause types in each verbal form, limited to singular verb phrases in eMnE

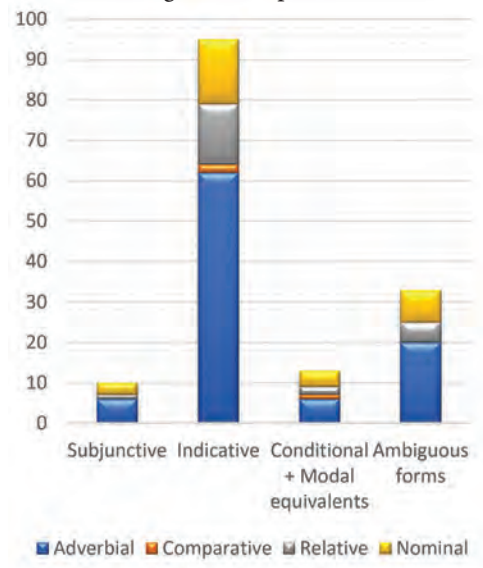


Chart 6.55: Share of AN-LH clauses corresponding to eMnE different clause types in each verbal form, limited to singular verb phrases in eMnE

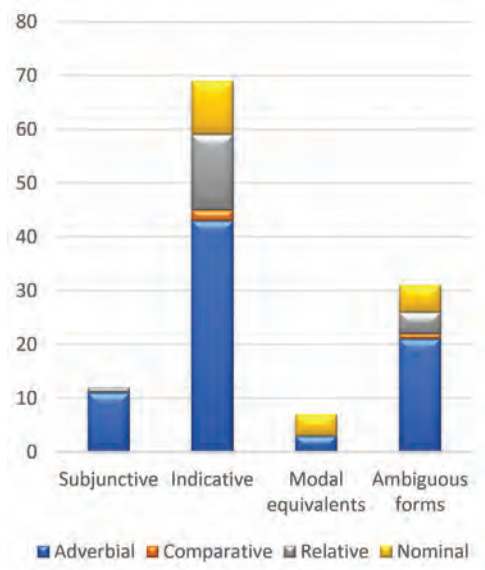
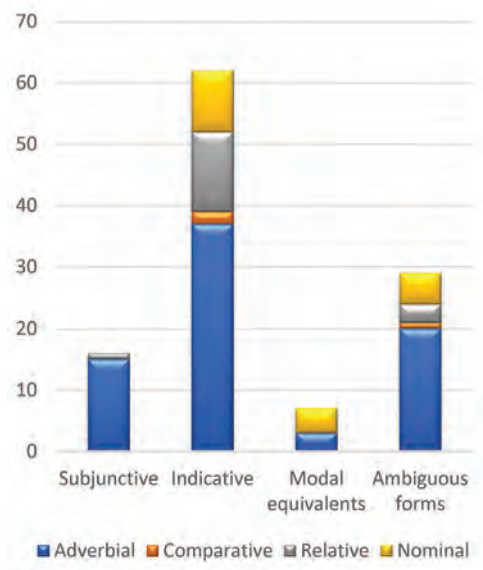


Chart 6.56: Share of AN-LM clauses corresponding to different eMnE clause types in each verbal form, limited to singular verb phrases in eMnE



## 6.4 Conclusion

The objective of this chapter was to present the French data corresponding to the eMnE verb phrases and observe whether some influence of the source text could be postulated with respect to the selection of moods in the eMnE translation, especially when it comes to the use of the subjunctive. The texts subject to analysis were the MF version of the document (contained in *Le routier de la mer*), which constituted the direct source of the English translation, and two early AN copies of the *Laws of Oléron*.

As can be gathered in the course of the discussion presented here, very little correlation between the use of the subjunctive in the eMnE and MF texts is to be observed. There is no doubt whatsoever that the moods employed in the three French texts are analogous in numerous cases, despite the potential freedom when it comes to the selection of moods in certain clause types, but, with the exception of nominal clauses (cf. Sections 6.3.4.1 and 6.3.4.5) no such tenuous observation could be postulated for the eMnE rendition and the French texts. Any convergence between eMnE and MF in this respect seems to be notable only in those contexts where the subjunctive was semantically motivated in both languages. This cannot be taken as evidence for any influence of the French source text on the eMnE translation in the area of the use of the subjunctive.

In order to verify whether the divergences in the selection of moods between the eMnE translation and French texts are statistically significant, a number of McNemar's tests have been run on the data, including both dependent and non-dependent clauses.<sup>14</sup> McNemar's test allows a comparison of only two samples at a time. Hence, each of the five texts was treated as one sample and was juxtaposed with only one other text in each test. In effect, five independent tests were run: for AN-LH vs. AN-LM, MF vs. AN-LM, MF vs. AN-LH and MF vs. eMnE, and then, specifically, for nominal clauses in MF and eMnE. Since no direct line of descent can be postulated between the AN documents and the MF text, the results obtained between these samples serve only as a background against which to view the results obtained for MF and eMnE. For this reason also – the impossibility of tracing the direct influence of the AN texts on the eMnE translation – also the tests conducted on these data should be approached with caution.

No empty slots in the data are allowed in the test, which, in practical terms, translates into limiting the data to those cases where a corresponding form can be found in both analysed texts. Additionally, the data subject to McNemar's test need to be binary, which means that each category, such as subjunctive, indicative, ambiguous, has to be assigned a value of '0' or '1', enforcing a further simplification in viewing the data.

To start with, I decided to run a test on the AN data, i.e. AN-LH and AN-LM texts,<sup>15</sup> which exhibit striking similarities, to establish the level of correlation between these two

14. For more information on the test, see *Test 20. The McNemar test* in Sheskin (2000).

15. All statistical analysis tests were conducted using IBM SPSS Statistics software.

texts with respect to their use of the subjunctive mood. It was possible to juxtapose 176 of the verb phrases (cf. Table 6.45) analysed in this study, since, as has been mentioned, all instances of missing data in one of the texts resulted in the exclusion of a given context from the test. Value '1' stands for the use of the subjunctive in a given context and value '0' for the use of any other structure.

Table 6.45: AN-LH \* AN-LM Cross-tabulation<sup>16</sup>

		AN-LM			
		0	1	TOTAL	
AN-LH	0	Count	157	4	161
		% within LH	97.5%	2.5%	100.0%
		% within LM	100.0%	21.1%	91.5%
	1	Count	0	15	15
		% within LH	0%	100.0%	100.0%
		% within LM	0%	78.9%	8.5%
Total	Count	157	19	176	
	% within LH	89.2%	10.8%	100.0%	
	% within LM	100.0%	100.0%	100.0%	

In the case of the two AN texts, the differences in the distribution of the subjunctive as opposed to the non-subjunctive forms proved, as expected, not to be statistically significant at 0.05 significance level with a significance of 0.125 for one degree of freedom (cf. Table 6.46). In other words, the divergences between the two texts in this respect are not significant.

Table 6.46: AN-LH \* AN-LM Results

	Value
Total N	176
Test Statistic	2.250
Degree of Freedom	1
Asymptotic Sig.(2-sided test)	.134
Exact Sig.(2-sided test)	.125

Similar findings have been obtained for the comparisons including the MF text and each of the AN documents. When juxtaposed with AN-LH (cf. Table 6.47), the test gives a significance of 0.332, which means that the divergences are very insignificant

16. The data from this table should be read as follows: between the two AN texts (AN-LM and AN-LH), there are 157 cases where both documents converge in *not* using the subjunctive, 15 where they both employ this mood and four cases where AN-LM does use the subjunctive and AN-LH does not. In total, there are 157 cases where AN-LM does not employ the subjunctive and 19 where it does; and 161 cases where AN-LH does not use it and 15 where it does, giving 176 items analysed for each text. The table also provides percentage values. The following cross-tabulation tables should be interpreted in the same way.

(cf. Table 6.48). For the MF-LM opposition (cf. Table 6.49), the significance is 0.078, which, at a significance level of 0.05, still does not yield statistically significant results (cf. Table 6.50):

Table 6.47: AN-LH \* MF Cross-tabulation

		AN-LH			
		0	1	TOTAL	
MF	0	Count	161	11	172
		% within MF	93.6%	6.4%	100.0%
		% within LH	96.4%	73.3%	94.5%
	1	Count	6	4	10
		% within MF	60.0%	40.0%	100.0%
		% within LH	3.6%	26.7%	5.5%
Total	Count	167	15	182	
	% within MF	91.8%	8.2%	100.0%	
	% within LH	100.0%	100.0%	100.0%	

Table 6.48: AN-LH \* MF Results

	Value
Total N	182
Test Statistic	.941
Degree of Freedom	1
Asymptotic Sig. (2-sided test)	.332
Exact Sig. (2-sided test)	.332

Table 6.49: AN-LM \* MF Cross-tabulation

		AN-LM			
		0	1	TOTAL	
MF	0	Count	152	15	167
		% within MF	91.0%	9.0%	100.0%
		% within LM	96.2%	78.9%	94.4%
	1	Count	6	4	10
		% within MF	60.0%	40.0%	100.0%
		% within LM	3.8%	21.1%	5.6%
Total	Count	158	19	177	
	% within MF	89.3%	10.7%	100.0%	
	% within LM	100.0%	100.0%	100.0%	

Table 6.50: AN-LM \* MF Results

	Value
Total N	177
Test Statistic	3.048
Degree of Freedom	1
Asymptotic Sig. (2-sided test)	.081
Exact Sig. (2-sided test)	.078

The situation, however, is completely different when, instead of juxtaposing the French texts, the eMnE translation becomes one of the samples compared. McNemar's test was run on the use of the subjunctive ('1') as opposed to any other structure ('0') in the eMnE and MF texts on 163 corresponding verb phrases (cf. Table 6.51), as I decided to exclude all ambiguous forms from among the eMnE data. In this case, the score obtained is 0.009, which is highly significant at a 0.05 significance level (cf. Table 6.52). Thus, the divergences in the selection of moods between the two texts are statistically significant.

So too are the divergences between the eMnE rendition and the two AN texts presented in Tables 6.53-6.54 for the eMnE-AN-LH opposition, and 6.55-6.56 for the eMnE-AN-LM pairing. In both cases they equal 0.000.

In other words, the lack of direct influence of the French source text moods on the selection of moods in the English translation, noticeable in the preceding discussion,

is also confirmed by the statistical significance of the divergences observed in this respect between the MF and eMnE documents. This contrasts with the correlation noted for the MF and AN texts.

Table 6.51: eMnE \* MF Cross-tabulation – all clauses

		MF			
		0	1	TOTAL	
eMnE	0	Count	78	21	99
		% within eMnE	78.8%	21.2%	100.0%
		% within MF	64.5%	50.0%	60.7%
	1	Count	43	21	64
% within eMnE		67.2%	32.8%	100.0%	
% within MF		35.5%	50.0%	39.3%	
Total	Count	121	42	163	
	% within eMnE	74.2%	25.8%	100.0%	
	% within MF	100.0%	100.0%	100.0%	

Table 6.52: eMnE \* MF Results

	Value
Total N	163
Test Statistic	6.891
Degree of Freedom	1
Asymptotic Sig.(2-sided test)	.009

Table 6.53: eMnE \* AN-LH Cross-tabulation – all clauses

		AN-LH			
		0	1	TOTAL	
eMnE	0	Count	67	7	74
		% within eMnE	90.5%	9.5%	100.0%
		% within LH	59.8%	50.0%	58.7%
	1	Count	45	7	52
% within eMnE		86.5%	13.5%	100.0%	
% within LH		40.2%	50.0%	41.3%	
Total	Count	112	14	126	
	% within eMnE	88.9%	11.1%	100.0%	
	% within LH	100.0%	100.0%	100.0%	

Table 6.54: eMnE \* AN-LH Results

	Value	Exact Sig. (2-sided)
McNemar Test		.000
N° of Valid Cases	126	

Table 6.55: eMnE \* AN-LM Cross-tabulation – all clauses

		AN-LM			
		0	1	TOTAL	
eMnE	0	Count	65	7	72
		% within eMnE	90.3%	9.7%	100.0%
		% within LM	63.1%	38.9%	59.5%
	1	Count	38	11	49
% within eMnE		77.6%	22.4%	100.0%	
% within LM		36.9%	61.1%	40.5%	
Total	Count	103	18	121	
	% within eMnE	85.1%	14.9%	100.0%	
	% within LM	100.0%	100.0%	100.0%	

Table 6.56: eMnE \* AN-LM Results

	Value	Exact Sig. (2-sided)
McNemar Test		.000
N° of Valid Cases	121	

As has been mentioned above, any tenuous influence of the MF text on the eMnE rendition can be noted for nominal clauses only (cf. Sections 6.3.4.1 and 6.3.4.5). Therefore, I decided to take a closer look at them. However, even though the McNemar's test claims that the two samples do not diverge significantly (cf. Tables 6.57-6.58), I do not consider the findings to be binding in light of the fact that a similar test run on the eMnE-AN-LH and eMnE-AN-LM samples did not, disappointingly, yield any results, as the values for the two AN were constant. Therefore, it is necessary to admit that the results are inconclusive in this respect.

Table 6.57: eMnE \* MF Cross-tabulation – nominal clauses

		MF			
		0	1	TOTAL	
eMnE	0	Count	27	1	28
		% within eMnE	96.4%	3.6%	100.0%
		% within MF	87.1%	33.3%	82.40%
	1	Count	4	2	6
		% within eMnE	66.7%	33.3%	100.0%
		% within MF	12.9%	66.7%	17.6%
Total	Count	31	3	34	
% within eMnE	91.2%	8.8%	100.0%		
% within MF	100.0%	100.0%	100.0%		

Table 6.58: eMnE \* MF Results – nominal clauses

	Value	Exact Sig. (2-sided)
McNemar Test		.375
N° of Valid Cases	34	

To sum up the discussion presented in this chapter, the research has proved that no direct influence of the MF source text on the eMnE rendition can be postulated with respect to the selection of moods, and, more specifically, the use of the subjunctive. One cannot talk of any clear correspondences in this area, no systematic analogy can be discerned. Importantly, no influence be detected with the use of statical analysis tools. The divergences in the selection of moods are statistically significant. This might not be the case for nominal clauses, according to the McNemar's test. However, when one takes into account that the sample is small (34 pairs), and the fact that the subjunctive appears in only two cases in the MF text and four in the eMnE rendition, meaning that the remaining pairs are matched in not employing the subjunctive, there are virtually no grounds for treating these results as binding.

This is an interesting discovery, taking into consideration how close the two documents are when one juxtaposes their texts. However, it would appear that the translator managed to keep the two grammatical systems apart in this regard. One can only wonder if such influence can be found in some other layer of the MF and eMnE *Laws of Oléron*, e.g. as regards the choices of verbs or nouns.

## Conclusion

This work centred around the use of the subjunctive in the 1536 version of the *Laws of Oléron* contained in Thomas Petyt's edition of *The Rutter of the Sea*, first published by its translator – Robert Copland – in 1528 in London. The text was rendered from a French source, in all likelihood from the 1502 *Le routier de la mer iusques au fleuve de Jourdain* printed by Jacques le Forestier in Rouen. This is one of the earliest copies of the text in Northern French since, according to Studer (1911: xlv), such date back to the late 15th and early 16th centuries. Although the original version of the *Laws of Oléron* is not extant, some of its oldest copies survive, two of them being early-14th-century AN versions contained in *Liber Horn* (COL/CS/01/002) and *Liber Memorandum* (COL/CS/01/003), kept in the London Metropolitan Archives. As explained in Section 1.5, no direct line of descent can be postulated between the AN copies and the MF source text of the eMnE translation, but the textual relationship between them is close (Studer 1911: xlii-xlvii).

The investigation into the use of the subjunctive presented in this work had three interrelated objectives. Firstly, I intended to analyse the distribution of the subjunctive in the aforementioned edition, making it a case study. Secondly, the data were juxtaposed with the general trends governing the use of the subjunctive in the relevant historical period, eMnE, in order to render the findings meaningful and comparable with the data from other studies. Finally, considering the status of the document as a translation, the study aimed at determining whether the rendition was influenced in this respect by the MF source text, or whether the translator was independent in his choice of moods.

The discussion concerning the use of the subjunctive and structures with which it was in competition in eMnE, as well as the analysis of these data constituted the major part of the book. However, for such an investigation to be possible numerous background issues had to be considered at the outset. Thus, in Chapter 1 I provided basic information on the texts on which the study was conducted. What had initially been envisaged as the least complex element of the picture proved to be quite demanding, as the history of the text presented in the available literature turned out

to be inaccurate and a detailed analysis of the available versions of the document was necessary to establish on which texts the work should be carried out. This pertained both to the eMnE rendition of the *Laws of Oléron* and their French source.

Next, it was necessary to specify what exactly the subjunctive was and how to search for it. In practical terms, this meant determining how to define the subjunctive. Furthermore, it had to be established which contexts to examine in search of potential use of the subjunctive. These matters were the topic of Chapter 2. Chapter 3, in turn, set out to discuss the technical issues of data examination, such as how some unclear cases were to be treated and how to perform the analysis and juxtapose the texts. The data themselves were provided in Appendix I.

With the grounds for the study having been established, in the remainder of the work, i.e. in Chapters 4–6, I concentrated on the analysis of the data. In particular, Chapter 4 discussed the findings concerning the use of the subjunctive in the eMnE rendition in those clause types as specified in Chapter 2. The chapter provided numerical and percentage data, and all of the relevant clauses discussed are provided in Appendix I. The major finding of the chapter was that the distribution pattern of the subjunctive in the eMnE *Laws of Oléron* did not stray much from the general tendencies observed in the period. The contexts most conducive for the use of the subjunctive were clauses of condition (51 occurrences – 59% of such clauses) and clauses of time (three occurrences – ca. 17%), with clauses of concession, a frequent context for the use of the subjunctive in the period in general, being absent from the text. Among adverbial clauses, it was also attested in one clause of purpose and one of manner, the latter attestation being quite unexpected. It was, however, impossible to draw any conclusions on the basis of this single instance of the use of the subjunctive. As expected, no attestations of the subjunctive were noted among comparative clauses, and only one was to be found among relative clauses. Two instances of the subjunctive were, on the other hand, noted among object clauses and four among subject clauses. Considering that object clauses were a typical context for subjunctive use, its low ratio might be surprising, but, as explained in Chapter 4, the rendition employed other means of expressing obligations and recommendations.

The same data were then presented from a variety of other angles in Chapter 5. These were: conjunctions as triggers for the subjunctive (Section 5.2), mandative contexts (Section 5.3), the use of the subjunctive with specific verbs (Section 5.4.1), and with lexical as opposed to functional verbs (Section 5.4.2), the subjunctive in active vs. passive contexts (Section 5.5), the use of the subjunctive in negation (Section 5.7) and modals as an alternative to the subjunctive (Section 5.6). With respect to conjunctions, it was determined that the single conjunction most frequently triggering the use of the subjunctive was – unsurprisingly, given the context of the subjunctive being used most frequently in conditional clauses – *if*. As regards the mandative subjunctive, its use in the rendition was unattested. When it comes to the opposition between functional and lexical verbs used in the subjunctive, it transpired that in percentage terms, the subjunctive was used more frequently with the verb *to be* (37%) than with

lexical verbs (27%) in general, but there were fewer occurrences of the former (14 as opposed to 52 among lexical verbs) on the whole. The subjunctive was noted most frequently with the verb *to have* (42% of its occurrences). Furthermore, the study did not find any evidence in support of the claim that there was a connection between passivity and the use of the subjunctive, but there was some tenuous evidence for the preference for the subjunctive among non-negated clauses, as opposed to negative ones. The three most frequently employed modal verbs which were attested as alternatives to the subjunctive were *will*, *shall* and *should*.

Chapter 6 concentrated on determining the relationship between the eMnE rendition and its MF source text with respect to the use of the subjunctive. I found very little correlation between the two in this area and the choices on the part of the translator (not) to use the subjunctive in particular contexts appear not to have been motivated by the source text but rather by the general patterns of the subjunctive use typical of the period and/or his personal preferences. Apart from the MF source, two AN versions of the *Laws of Oléron* were also subject to analysis. These analyses, in turn, brought to light numerous similarities to the MF text as regards the selection of moods, despite the fact that no direct line of descent between the MF and AN documents can be postulated. In order to verify if the results obtained were not statistically significant, I ran a series of McNemar's tests on the data. These proved that the divergences between the MF and eMnE texts were too great not to be statistically significant, whereas the divergences between the MF and AN sources were not significant. In other words, one cannot talk of any clear correspondences in the area of the selection of moods between the eMnE and MF versions of the *Laws of Oléron*, no systematic analogy, but such an analogy was visible for the AN and MF texts.

All of the investigations presented in this work point inevitably to one direction, i.e. to the conclusion that the use of the subjunctive in the 1536 edition of the *Laws of Oléron* was not in any way influenced by the choice of moods in the MF source text. In other words, the translator's decisions in this respect must have been dictated by the patterns of the distribution of the subjunctive in his native language, with which they are congruent, or his own idiosyncratic preferences, which must have been in line with the general tendencies of the period, or both of these factors. Whichever is the case, Thomas Petyt's edition of the *Laws of Oléron* is a text typical, rather than atypical, of its period with respect to the use of the subjunctive.



## APPENDIX I

### The data

#### A.1 Preliminary information

Appendix I presents all the data analysed in Chapters 4-6 of this book. To facilitate consulting the appendix while reading the relevant chapters, I present the data according to the division into sections adopted in Chapters 4 and 6, and thus arranged according to the clause types they represent. Chapter 5, which approaches the subjunctive from a variety of other perspectives, contains the information as to how to locate the relevant data.

The mode of presentation of the data in the appendix is the following. First, I provide the eMnE text, which is followed by the corresponding fragment from the MF source, preceded by the 'MF' label. Next, the relevant lines from the two AN sources are given, i.e. AN-LH and AN-LM. The clauses of interest are in each case set in bold, and followed by the relevant grammatical information.

For the eMnE clauses I provide the information concerning the mood/type of structure (cf. Chapter 3), indicated by the relevant label, followed by the consecutive numerals indicating which time a given structure is found in the data. The abbreviations used below should be decoded according to the information provided in Table 3.2 of Chapter 3, presented here again (Table AI.1).

Table AI.1: Labels used for the eMnE data

Label	Meaning
S	(present) subjunctive
SW	<i>were</i> -subjunctive
I	indicative
M	modal periphrasis
A	ambiguous (between subjunctive and indicative or modal periphrasis)
W	<i>will</i> (grouped with ambiguous cases)
Imp	imperative, imperative expressed periphrastically with <i>let</i>
Inf	infinitive

The procedure of numbering each consecutive use of a given structure is also adopted for the MF text, but instead of Arabic, Roman numerals are employed in this case. This is followed by grammatical information concerning the person, number and the name of a given tense. To facilitate reading the data, the relevant information are repeated here in the form of Tables AI.2 and AI.3 – copies of Tables 3.3 and 3.4 from Chapter 3. The same type of grammatical information is also provided for the AN data, but in their case, the structures are not numbered since the AN texts are not directly related to the eMnE and MF documents and in multiple cases the relevant fragments are altogether missing.

Table AI.2: Labels used for the MF data – types of structures

Label	Type of structure
S	subjunctive
I	indicative
C	conditional
A	ambiguous
Imp	imperative
Inf	infinitive
Inf. with <i>pouvoir</i>	infinitive used wit the verb <i>pouvoir</i> ‘be able to, can’
Inf. with <i>vouloir</i>	infinitive used wit the verb <i>vouloir</i> ‘want, desire’
Inf. with <i>devoir</i>	infinitive used wit the verb <i>devoir</i> ‘shall, should, have to, must’

Table AI.3: Labels used for the MF data – tenses




Label	Tense
Ind.Pr.	le présent de l’indicatif
Ind.PasséComp.	le passé composé de l’indicatif
Ind.Imp.	l’imparfait de l’indicatif
Ind.PasséSimp.	le passé simple de l’indicatif
Ind.Passé.Ant.	le passé antérieur de l’indicatif
Ind.Plus-que-Parf.	le plus-que-parfait de l’indicatif
Ind.Fut.Simp.	le futur simple de l’indicatif
Ind.Fut.Ant.	le futur antérieur de l’indicatif
Subj.Pr.	le présent du subjonctif
Subj.Imp.	l’imparfait du subjonctif
Subj.Plus-que-Parf.	le plus-que-parfait du subjonctif
Cond.Pr.	le présent du conditionnel
Cond.Passé	le passé du conditionnel

Where the structures employed in the eMnE and MF documents are not numbered (3, 4, 68, 88 and 137), it means that the data presented there are not included in the study and the reasons for their exclusion are given in the course of the discussion offered in the relevant sections of Chapters 4 and 6.

The extracts presented here were transcribed directly from the images of the original documents. These are:

- eMnE: the 1536 edition of *The Rutter of the Sea* printed in London by Thomas Petyt, now kept in Lincoln's Inn Library;
- MF: the 1502 edition of *Le Routier de la mer iusques au fleuve de Jourdain* printed in Rouen by Jacques le Forestier, now kept in the Bibliothèque nationale de France, département Réserve des livres rares, RES-Z-2747;
- AN-LH: the text as recorded in *Liber Horn* (COL/CS/01/002), now kept in the London Metropolitan Archives (LMA);
- AN-LM: the text as recorded in *Liber Memorandum* (COL/CS/01/003), now kept in the London Metropolitan Archives (LMA).


I predominantly preserved the original spelling and punctuation of these documents, but only to such an extent that the adherence to the original could not hinder understanding the text. As regards the punctuation the only changes are:

- in eMnE, the single occurrence of *punctus interrogativus*  in Article 2 (145) is replaced with a question mark;
- in AN texts, the occurrences of *punctus elevatus*  are supplanted with semicolons, and occurrences of medieval comma  with modern commas.

With respect to spelling the following changes need to be noted:

- no differentiation between long and short <s>, or different orthographic styles for <r> is preserved;
- the abbreviations employed in the documents are expanded and the text is provided brackets;<sup>1</sup> thus for instance bracketed (*and*) and (*et*) indicate that in the originals the *Tironian et* was used.

I use one-to-one correspondence system between the abbreviation in the original text and its expansion with a few exceptions:

- whereas the suspension in e.g.  (<s(er)>) in AN texts is replaced with <(er)> throughout, its occurrences after <p> are expanded to <re>, e.g. *p(re)s* in Article 16 (2), or *p(re)stement* in Article 4 (10), as different treatment would result in non-sense readings;

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1. The alternative treatment is to preserve all abbreviations and suspensions, and present them by means of symbols mimicking those from the original documents. It is, however, a system which expects from the reader to supplant the symbols themselves, while reading, presupposing their knowledge of medieval abbreviations. Considering that the focus in this book is on the subjunctive and not medieval palaeography, I decided not to burden the reader with this additional task.

- **p** is usually expanded to <p(ar)> in AN texts, with the exception being its occurrences in the words where such spelling would be erroneous or is not noted for AN words by the *Anglo-Norman Dictionary*, and in these instances the usual <p(er)> is employed, e.g. *eschap(er)* in Article 8 (16);
- the abbreviation **wa** is usually expanded to <(ua)>, e.g. *q(ua)nt*, but where this reading would be inappropriate, <(a)> is used, e.g.: *M(a)rchaunz* in Article 8 (73).

## A.2 eMnE non-dependent clauses (Sections 4.2 and 6.2)

- (1) **ANY shyp freyght** (S1) at Burdewes or any other place and **cometh** (I1) to his ryghte dys=charge / (and) **be charged** (S2) halfe party tonnage (and) **small lodemans ser=uau(n)tes ben** (A1) to the marchau(n)tes. The custome of Brytayn is / all they that be taken syth they pas the yle of bas, and be paiuz la main. [13]<sup>2</sup>  
 MF: **Une nef se frete** (I.I: 3rd sg. Ind.Pr./[- subj.].) a bourdeaulx ou en aultre lieu / et **vie(n)t** (I.II: 3rd sg. Ind.Pr.) a sa droicte descharge / et **so(n)t chargez** (I.III: 3rd pl. Ind.Pr. passive) mypartie tonnaige : et **petis lomauz ser=uantes sont** (I.IV: 3rd pl. Ind.Pr.) sur les marchans. La coustume de bretagne est. to(us) ceulx que len pre(n)t depuis que len passe lisle de bas et len soit paiuz la main.  
 AN-LH: \\ct// **Vne Nef frette** (I: 3rd sg. Ind.Pr./[- subj.].) a Burdeux ou la Rochele ou aillours (et) **vient** (I: 3rd sg. Ind.Pr.) a sa descharge e **sunt** (I: 3rd pl. Ind.Pr.) chartre p(ar)tie towage (et) **petites lodmannage sunt** (I: 3rd pl. Ind.Pr.) sus les Marchaunz e la coste de Bretagne touz ceux qe lem prent pus q(e) lem ad passe les debat3 ou sunt petit lodmaunz.  
 AN-LM: \\ // // **Vne nief frette** (I: 3rd sg. Ind.Pr./[- subj.].) a Burdeaux en La Rochele ou aillours / (et) **vint** (I: 3rd sg. Ind.Pr.) a sa descharge (et) **sont** (I: 3rd pl. Ind.Pr.) chartre p(ar)tie towage (et) **petite Lodmannage sont** (I: 3rd pl. Ind.Pr.) sur Les Marchaunz (et) la coste de Bretagne tu3 ceux qi lem prent puis qe lem ad passe les debat3 ou sont petit Lodmans.
- (2) Two shyppes or mo lyeng in a hauen / at scant of water / and **one of the ankers lye** (S3) to nere another shyp / the mayster of the sayd shyppe ought to say. Mayster take vp your anker it is to nere vs and maye doo vs harme. [16]  
 MF: Item deux nef3 ou plusieurs so(n)t en vng haure et ya peu eaue (et) si<sup>3</sup> **asseche** (A.I: 3rd sg. Ind.Pr./Subj.Pr.) lancre de la nef et le maistre de celle nef doit dire. Maistre leues v(ot)re a(n)cre / car elle est trop pres de nous et nous pourroit faire do(m)maige

2. The number in square brackets indicates from which article a given extract is taken.

3. Note the conditional context introduced by *si* “if”.

- AN-LH: \ct// Vne Nef ou .ij. ou plus sunt en vne hauene ou ilia poi de ewe (et) **a cecche** (I: 3rd sg. Ind.Pr./[- subj.].) vn des Nefs (et) e(st) trop pres de lautre; le Mestre de cele Nef deit dir(e) as autres marin(er)s. seign(ur)s leuez v(ot)re auncre k(ar) ele e(st) trop pres de no(us) et purroit fere damage
- AN-LM: \ // // Vne nief ou deux / ou plus en vue hafne ou ili ad por deawe (et) **asecche** (I: 3rd sg. Ind.Pr./[- subj.].) vn des niefs / (et) est trop p(re)s del autre. Le mestre de cel nief doit dire as \autres/ Marin(er)s Seignurs leuez vostre ancre / qe ele est trop p(re) de nous. (et) p(ur)roit faire damage
- (3) MAryners bynd them with theyr mayster / and **any goo out** withoutte leaue of the mayster and **drynke** dronken and **make** noyse and stryfe so that any of them be hurte / the mayster is not bounde to cause them to be hea=led [6]
- MFJ: Mariniers se louent avecques leur maistre / et **sont deux qui senissent** (I: 3rd pl. Ind.Pr./[- subj.].) hors de la nef sans le co(n)gie de leur maistre et sen **yure(n)t** (I: 3rd pl. Ind.Pr./[- subj.].) et puis **font** (I: 3rd pl. Ind.Pr.) co(n)te(m)ps et meslees desquelz y en a aucuns qui sont naurez le maistre nest mie tenu a les faire guarir
- AN-LH: \ct// Mariners se lowent ou lour Mestre (et) **acuns deux seniss†u(n)†t** (I: 3rd pl. Ind. Pr./[- subj.].) saunz conge hors (et) **senyuerent** (I: 3rd pl. Ind.Pr./[- subj.].) (et) **fount** (I: 3rd pl. Ind.Pr.) contekes (et) en. y a acuns q(i) sount naufres. le Mestre nest pas tenuz a eux fere garir
- AN-LM: \ // // Mariners se lowent oue lo(ur) mestre (et) **ascuns de eux sen issent** (I: 3rd pl. Ind. Pr./[- subj.].) saunz counge dehors / (et) **sen yurent** (I: 3rd pl. Ind.Pr./[- subj.].) (et) **fount** (I: 3rd pl. Ind.Pr.) conteks / (et) ascuns sount naufrez <sup>s</sup> Le mestre nest pas tenuz a eux faire garrir
- (4) And somtyme beho=ueth to cut a sonder cables (and) leaue the ankers (and) rothers to saue ship (and) goodes **all these thynges ben rekened** pounde by pounde. [9]
- MFJ: et aussi aucuneffois aduient q(ue) lon coupe chables : et laisse lon chables / et austier po(ur) sauuer la nef (et) les de(n)rees. **toutes les choses sont co(m)ptees** (I: 3rd pl. Ind.Pr. passive) liure a liure co(m)e giect.
- AN-LH: acune foiz auient qe len coupent cables (et) lessent auncre p(ur) sauu(er) la Nef (et) **les darres il deÿuent estr(e) countes** (I: 3rd pl. Ind.Pr. passive/[- subj.].) liuere a liuere come get.
- AN-LM: (et) ascunefoiz auient qe len coupent cables (et) lessent autres por sauuer la nief (et) **les darreis/ ils deiuent estre countez** (I: 3rd pl. Ind.Pr. passive/[- subj.].) liure a liure come get.

## A.3 eMnE dependent clauses (Sections 4.3 and 6.3)

### A.3.1 eMnE adverbial clauses (Sections 4.3.1 and 6.3.1)

#### A.3.1.1. eMnE clauses of condition (Sections 4.3.1.1 and 6.3.1.1)

- (5) But **yf he haue** (S4) nede of money for the exspe(n)ces of the shyp / he may lay to guage some of the takelyng, be the cou(n)cel of the maryners of the shyp. [1]  
 MF: Mais **sil a mestier** (I.V: 3rd sg. Ind.Pr.) dargent pour les despens de la nef il peult mettre aucu(n)s des appareilz engage par le co(n)seil des mariniers de la nef  
 AN-LH: Mes **si il ad mestier** (I: 3rd sg. Ind.Pr.) de despenses il pout bien mettre ascun des app(ar)ailes en gage. p(ar) conseil des compaignouns de la Neef.  
 AN-LM: Mais **sil ad mester** (I: 3rd sg. Ind.Pr.) de despe(n)ses; il pout bien mettre ascuns des aparails en gage par conseil des co(m)paignouns de la nief.
- (6) The mayster ought to agre to (the) most, or els **yf (the) shyp perysh** (S5) he is bou(n)d to restore (the) value as it is praysed / **yf he haue** (S6) wherw(ith). [2]  
 MF: Le maistre est tenu soy accorder o le plus de ses co(m)paignons. et **sil** le faisoit aultrement (et) **la nef se perdoit** (I.VI: 3rd sg. Ind.Imp.) / il est tenu de re(n)dre la nef ou la somme quelle seroit prisee **sil a** (I.VII: 3rd sg. Ind.Pr.) dequoy.  
 AN-LH: le Mestre est tenuz de ceo acorder oue les plus des compaignou(n)s (et) **sil** fet autrement. le Mestre est tenu a rendre a la Nef (et) les darrees **si il semp(ar)dount**<sup>4</sup> (A: 3rd pl. Ind.Pr./Subj.Pr.).  
 AN-LM: Le mestre est tenuz de ceo acorder oue le plus de ses compaignouns. Et **sil** fet autrem(en)t; le mestre est tenuz a rendre la nief (et) les darreis **sil enp(ar)dount** (A: 3rd pl. Ind.Pr./Subj.Pr.)
- (7) **IF a shyp peryshe** (S7) in any place (the) maryners ought to saue (the) moost parte of the goodes in the shyppe / and in so doying / the maister ought to gyue them theyr costes reasonably to goo to lande, **if they haue saued**<sup>5</sup> (A2) so moche that the mayster may do it. [3]  
 MF: Item **si vne nef se pert**<sup>6</sup> (I.VIII: 3rd sg. Ind.Pr.) en aucunes terres en quelque l[i]eu que ce soit les mariniers sont tenus de sauuer le plus que ilz pourront des bie(n)s de la nef (et) des derrees. Mais silz ayde(n)t a les sauuer le maistre est tenu de leur bailler leurs coustz raisonnableme(n)t a venir en luer terre. Et aussi

4. As explained in Pope (1934: 475), the ending in *-ount* was employed in AN due to the Latin influence.

5. Arguably, the presence of the perfect form could be considered to provide grounds for an unambiguously indicative interpretation of the *haue saued* phrase. However, in the light of the clause in (28) below, where the present perfect form is employed with the verb *be* in its plain form (“**IF a shyppe be aryued** to be char=ged at Burdewes or any other place”), I opt to assign this clause an ambiguous status. See the footnote to point (28) for more information on the use of *be* as an auxiliary in perfect tenses.

6. Lanly (1977: 255) lists the form ending in *-t* only for the indicative.

silz ont ta(n)t sauue (I.IX: 3rd pl. Ind.PasséComp.) parquoy le maistre le puisse faire /

AN-LH: \ct// **Vne Nef sempert** (I: 3rd sg. Ind.Pr.) en alcun teres ou en quel leu q(e) ceo soit les Mariners sount tenu a sauuer le plus kil purrount. (et) sil aident. le Mestre est tenu a engager sil nad deniers de ceo qil sauuerount (et) les remener a lour teres (et) sil ni aydent il nest tenuz de riens lour bailer ne de rien les p(ur)ueier aÿns p(ar)dent lur lowers q(ua)nt la Nef est p(ar)due.

AN-LM: \ // **Vne nief senpart** (I: 3rd sg. Ind.Pr.) en ascunes t(er)res ou (et) en quel lieu qe ceo soit. Les Mariners sount tenuz a sauuer le plus qil p(ur)rount <sup>s</sup> (et) sils aident, le mestre est tenuz a engager sil nad deners / de ceo qils sauuerount (et) les remener a lo(ur) t(er)res / (et) sils ne aident; il nest tenuz de rens lour bailler ne de riens les p(ur)ueier

- (8) And yf he can not helpe (M1) them so / he is not bou(n)de to rewarde them / but they to lose theyr rewardes wha(n) the shyp is lost. And the mayster may sel no takelyng of (the) shyp but<sup>7</sup> yf he haue (S8) procuracio(n) or lycence of the owners. But he ought to put them in saufigard vnto (the) tyme that he dooth knowe the wyll of the owners, and he ought to do it the most truely (that) he can, and yf he do (S9) otherwyse he is holden to make amendes yf he haue (S10) wherwith. [3]

MF: et silz nay=dent<sup>8</sup> desdictes choses sauuer / il nest mie tenu a les pourueoir en rie(n)s / aincois perde(n)t leurs loyers quant la nef est perdue. Et aussi ne peut le maistre ve(n)dre les appareilz de la nef sil na (I.X: 3rd sg. Ind.Pr.) ma(n)deme(n)t ou procuracion des seign(eu)rs / Aincois il les doit mettre a sauuegarde ius=ques a tant que il sache la voulente des sei=gn(eu)rs. et le doit faire le plus loyalleme(n)t quil pourra. et sil faisoit (I.XI: 3rd sg. Ind.Imp.) aultreme(n)t il est tenu a le amender sil a (I.XII: 3rd sg. Ind.Pr.) dequoy.

AN-LH: Et le Mestre nad nul poer de vendre ap(ar)ailles de la Nef sil nad (I: 3rd sg. Ind.Pr.) comaudem(en)t ou p(ro)c(ur)acioun des seign(ur)s. Mes les deit mettre en sauue garde ieq(e)s al taunt qil sache lur volunte. Et si doit fere a plus loialm(en)t qil p(ur)ra. Et si le feseit (I: 3rd sg. Ind.Imp.) autrement il est tenu damender sil ad (I: 3rd sg. Ind.Pr.) de quei.

AN-LM: Et le mestre nad nul poer de vendre apparailles de la nief sil nad (I: 3rd sg. Ind.Pr.) le comandement ou procuracioun des seignurs. Mais les doit mettre en sauue garde desques atant qil sache lour volunte. Et si doit faire au plus loiaument qil p(ur)ra. Et sil fesoit (I: 3rd sg. Ind. Imp.) autrement <sup>s</sup> il est tenuz dame(n)der sil ad (I: 3rd sg. Ind.Pr.) de quei.

- (9) Also yf a shyp departe (S11) fro Bur=dews or another place laden / it chau(n)ceth so(m)tyme that it wracketh / and the moost part of the goodes that may be is saued / the marchau(n)tes (and) the may=ster be at gret stryfe, (and) the marchau(n)tes aske theyr goodes of (the) mayster. [4]

7. *But* is only set in bold as a part of the *but if* conjunction when the reading of the clause is 'unless'. In instances where it is used with the meaning of 'however' no bolding is applied, cf. (1).

8. Note the change: the eMnE translation speaks of the master of the ship not being able to help the mariners, and the MF text of the mariners not helping in saving the cargo. For this reason, the verb is excluded from analysis.

MF: Item **vne nef se part** (I.XIII: 3rd sg. Ind.Pr.) de bourdeaulx ou daultre part chargee / il aduient aucuneffois que la nef sempire / lon sauue le plus que lon peult des denrees. Les marcha(n)s (et) le maistre sont en gra(n)t debat (et) dema(n)de(n)t les marchans a auoir du maistre leurs denrees

AN-LH: \ct// **Vne Nef se part** (I: 3rd sg. Ind.Pr.) de Burdeux ou aileurs. il auient ascune foiz gele sempire lem sauue le plus q(e) lem peut des vins (et) des autres darrees les Marchaunz \ (et) le mestre/ sount en g(ra)nt debat / (et) demau(n)dent les Marchaunz de Mestre au(er) lour deniers.

AN-LM: \ // // **Vne nief se parte** (A: 3rd sg. Ind.Pr./Subj.Pr.) de Burdeaux ou aillours. il auient ascunefoiz qe ele sempire. Lem sauue le plus qe lem poet des vins (et) des autres darreis / Les Marchauntz sount en graunt debat / (et) demaudent les Marcha(n)z de mestre auoir les deners

- (10) They ought well to haue them / payenge the freyght / as yf the shyppe had made the vyage kennyng by ke(n)nyng, (and) cours by cours / **yf it please** (S12) the mayster, and **yf (the) mayster wyll** (A3, W1) he may amende his shyp, **yf it be** (S13) in case to be lyghtly mended / (and) **yf not**<sup>9</sup> he may hyre another shyp to fy=nysse his vyage [4]

MF: ilz les doi=uent bien auoir payant le fret dauta(n)t que la nef aura fait tel vouage veue p(ar) veue / cours par cours **sil plaist** (A.II: 3rd sg. Ind.Pr./Subj.Pr.) au maistre. Et **se le maistre veult** (I.XIV: 3rd sg. Ind.Pr.) il peult adouber sa nef. et **sil est** (I.XV: 3rd sg. Ind.Pr.) en cas quelle peust estre prestement adoubee / et sinon il peult louer vne aultre nef a acheuer son voyage.

AN-LH: il les deÿue(n)t bien au(er) paiaunt lur fret de taunt come la Nef ad fet de veÿage **sil plest** (A: 3rd sg. Ind.Pr./Subj.Pr.) al Mestre. Et **si le Mestre voet** (I: 3rd sg. Ind.Pr.) il poet bien adubber sa Nef **sil est** (I: 3rd sg. Ind.Pr.) en cas kil la puisse<sup>10</sup> adubber prestement. Et **si** noun il poet lower vn autr(e) Nef (et) fere la veiage

AN-LM: ils les deiuent ben au(er) paiaunt lour fret de taunt come la nief ad fet de veiage **sil plest** (A: 3rd sg. Ind.Pr./Subj.Pr.) al mestre. Et **si le mestre voest** (I: 3rd sg. Ind. Pr.), il poet bien adubber sa nief **sil est** (I: 3rd sg. Ind.Pr.) en cas quil la puisse adubber p(re)stement. et **si** noun, il poet bien lower vne autre nief (et) faire la veiage

- (11) (and) **yf so were** (SW1) that the mayster and the marchauntes do promyse to folke that shuld helpe to saue the shyp and goodes, to haue the thyrd parte or half by the(m) so saued for the peryll (that) they be in / the iustyce of the countre ought well to regarde what labour and payne they haue done in (the) sauynge and after that payne (not contentyng (the) promysse made by (the) sayd may=ster (and) maryners) to rewarde them. [4]

9. Ellipsis in not taken into account in the study.

10. Subjunctive mood is employed at this point in both AN texts, in the *en cas kil la puisse* phrase (“in case that he can”, active, talking of shipmaster’s actions) which is the equivalent for the infinitive *in case to be* structure in the eMnE translation and the indicative phrase *en cas quelle peust* (“in case that she can”, passive, about the ship) in the MF text.

MF: Et se **ainsi estoit** (I.XVI: 3rd sg. Ind.Imp.) que le maistre (et) les marcha(n)s p(ro)missent aux ge(n)s q(ui) leur ayderoie(n)t a sauuer la nef (et) lesdictes denrees la tierce partie ou la moitie desdictes de(n)rees qui pourroient estre sauuees pour le peril ou ilz so(n)t la iustice du pays doit bien garder q(ue)lle peine (et) quel labeur ilz auro(n)t mis a les sauuer / et selon celle peine non co(n)tenant celle promesse que lesdictz maistres et marchans leur auroie(n)t faicte les guerdo(n)ner.

AN-LH: no corresponding text

AN-LM: no corresponding text

- (12) **IF a ship departe** (S14) fro any place laden or not, (and) **aryueth** (I2) at another place the maryners ought not to go out w(ith)out leue of the mayster / for **yf the shyp shuld perysshe** (M2) or **hurt** (M3) by any aue(n)ture / they be holden to make amendes But **yf the shyp were** (SW2) i(n) a place where it were ankered with two or thre cables they may well go out without the maysters leue / leuyng some of the mary=ners to kepe the shyppe and goodes / and they to come betyme to the shyppe and **yf they tary** (A4) longe they oughte to make amendes **yf they haue** (A5) wherwith [5]

MF: Item **vne nef se part** (I.XVII: 3rd sg. Ind.Pr.) daucune part chargee ou vuide et **est arriuee** (I.XVIII: 3rd sg. Ind.PasséComp.) en aucu(n)e part les mariniers ne doiuent yssir sans le congie du maistre / car **se la nef perdoit** (I.XIX: 3rd sg. Ind.Imp.) **ou empiroit** (I.XX: 3rd sg. Ind.Imp.) par aucu(n)e adue(n)ture ilz sont tenus a ame(n)der Mais **se la nef estoit** (I.XXI: 3rd sg. Ind.Imp.) en lieu ou elle estoit ancree de deux amarees ou d(e) trois ilz peue(n)t bie(n) yssir sans le co(n)gie du maistre laissant vne p(ar)tie desditz mariniers a garder la nef (et) les de(n)rees a eulx reuenir par temps en leur nef (et) **se ilz estoie(n)t** (I.XXII: 3rd pl. Ind.Imp.) en demeure ilz les doie(n)t ame(n)der **silz ont** (I.XXIII: 3rd pl. Ind.Pr.) parquoy.

AN-LH: \ct// **Vne Nef se p(ar)t** (I: 3rd sg. Ind.Pr.) de acun port / charge ou voyde (et) **aryue** (A: 3rd sg. Ind.Pr./Subj.Pr.) en alcun port †./† les Mariners ne deÿuent pas issir hors saunz conge de Mestre. kar **si la Nef senp(ar)doit** (I: 3rd sg. Ind.Imp.) p(ar) acun auenture / a dunc il serrount tenuz a amender \sils ont \de/ qei Mais **si la nef estoit** (I: 3rd sg. Ind.Imp.) en lieu ou ele se fut amarree de q(ua)tre amarrees il †p\*ont† bien issir hors// (et) reuenir p(ar) temps a lour Nef.

AN-LM: \\ // **Vne nief se part** (I: 3rd sg. Ind.Pr.) dascun port charge ou voide (et) **ariue** (A: 3rd sg. Ind.Pr./Subj.Pr.) en ascun port. Les Mariners ne deiuent pas issir sauntz counge de mestre qar **si la nief senp(ar)doit** (I: 3rd sg. Ind.Imp.) par ascune auenture, a donq(e) ils s(er)rout tenuz a amender (et) reuenir p(ar) temps. a lo(ur) niefs.

- (13) But yf **the mayster sende** (S15) them in any erande for the prouffyte of the shyppe / and that **they shulde hurte** (M4) theym / or that<sup>11</sup> **any dyd**<sup>12</sup> (I3) greue them / they oughte to be healed at the costes of the shyppe. [6]

MF: Mais se **le maistre** les **enuoye** (A.III: 3rd sg. Ind.Pr./Subj.Pr.) en aucun seruice pour le prouffit de la nef et **ilz se blesseroient** (C.I: 3rd pl. Cond.Pr.) / ou **on leur fist** (A.IV: 3rd sg. Ind.PasséSimp./Subj.Imp.) chose greuante ilz doiuent estre guariz sur le coust de la nef.

AN-LH: mes si **le mestre**// **lenuoye** (A: 3rd sg. Ind.Pr./Subj.Pr.) en acune s(er)uice de la Nef p(ar) soun comaundement (et) sil **se blessat** (S: 3rd sg. Subj.Imp.) ou **le nauerat** (S: 3rd sg. Subj.Imp.) il deit estre garries (et) sauues sus le coustes de la Nef.

AN-LM: Mais si **lenuoie** (A: 3rd sg. Ind.Pr./Subj.Pr.) en ascune s(er)uice de la nief par son comandement (et) sil **se blessast** (S: 3rd sg. Subj.Imp.) ou **le naufrast** (S: 3rd sg. Subj.Imp.)<sup>s</sup> il doit estre garrez (et) sauuez sus les coustages de la nief.

- (14) IF **it chaunce** (S16) (that) any maryner be taken with sekenesse i(n) the ship doying seruice therto be belongyng, (the) maister ought to set hym out of the shyp / (and) seke lodgyng for hym / and ought for to fynde hym lyght / as talowe or can=dell / and to gyue hym a lad of the shyp for to take hede of hym / or hyre a wo=ma(n) to kepe hym / and ought to puruey hym of suche meat as is vsed i(n) the shyp (that) is to wyte as moche as he toke whan he was in helth / and nomore but yf **the mayster wyll** (A6, W2). And yf **he wyl haue** (A7, W3) deyntyer meates, the mayster is not bounde to gete hym any / but to be at his costes [7]

MF: Quant **il aduient** (LXXIV: 3rd sg. Ind.Pr.)<sup>13</sup> que aucune maladie pre(n)t vng des mariniers de la nef en faisant le seruice de la nef : le maistre le doibt mettre hors de ladicte nef et si luy doit querir hostel et luy doit querir lumiere co(m)me vng grasset ou cha(n)delle : et lui doit bailler vng varlet de la nef pour le garder / ou lui louer vne fe(m)me qui prenne garde de luy : et si luy doit pour=ueoir de telles via(n)des co(m)me len vse en la nef Cest assauoir auta(n)t comme il prenoit qua(n)t il estoit en sante ne rien plus sil **ne plaist** (A.V: 3rd sg. Ind.Pr./Subj.Pr.) au maistre : et sil **veult auoir** (Inf. with vouloir.I [3rd sg. Ind.Pr.]) via(n)des plus deli=cieuses le maistre nest mie tenu le querre / se nest a ses despe(n)s.

AN-LH: \ct// **Il auient** (I: 3rd sg. Ind.Pr./ Ind.PasséSimp.) q(e) maladie enprent a vn des compaignou(n)s ou a deus ou a troÿs \en fesanz lur s(er)uice de la nef/ il ne poet pas taunz estre malades en la Nef li Mestre li doit mettre hors (et) li quere vn hostiel (et) li bailer crescet

11. As explained in Rissanen (1999: 302), *that* could be used in a greater variety of contexts in the eMnE period, for instance as a second conjunction when subordinate clauses were coordinated by *and*, e.g. “and that they shulde hurte theym” given at a different place in this example, and here in *or that* context and followed by a past subjunctive form.

12. The classification of this clause as indicative is contrary to the interpretation of such clauses postulated in Rissanen (1999: 229), where it is stated that all instances of the use of preterite forms in non-past contexts, thus drawing attention to the modally-marked character of these clauses, can be considered to be instances of the subjunctive. It is, however, congruent with formal rather than semantic or context-based identification of the subjunctive.

13. In the MF text a temporal clause is employed, i.e. “when it happens”.

ou chaundeile (et) li bailer vn de ses valles de la Nef p(ur) li garder / ou lower vne femme qe prenge garde a li. Et li deit p(ur)ueier de tele viaunde cu(m) lou use en la Nef cest asau(er) de ††fau(n)t come il p(ri)st en sau(n)te (et) rien plus si ne li plest (A: 3rd sg. Ind.Pr./Subj.Pr.). Et sil voet au(er) (Inf. with *voler* [3rd sg. Ind.Pr.]) viaundes plus deliciouses le Mestre nest pas tenuz a li quere sil ne soit a ses despenses.

AN-LM: \ \ // // **Il auint** (I: 3rd sg. Ind.PasséSimp.) qe maladie enprent a vn des compaignouns / ou a deux / ou a trois. (et) il ne poet pas taunz estre malades en la nief<sup>s</sup> le mestre li doit mettre hors (et) li quere vn hostel (et) li bailler cresset ou chaundeile / (et) li bailler vn de ses vallez de la nief por li garder ou lower vne femme qi p(re)ndra garde a li. Et il li deit p(ur)ueier de tele viande come lem vse en la nief. Cest assau(er) de taunt come il p(ri)st en sauncte (et) ren plus si ne lui plest (A: 3rd sg. Ind.Pr./Subj.Pr.). Et sil voest auer (Inf. with *voler* [3rd sg. Ind.Pr.]) viaundes plus deliciouses<sup>s</sup> le mestre nest pas tenuz a li quere sil ne soit a ses despenses.

- (15) And yf the shyppe be (S17) redy to departe it ought not to tary for hym / and yf he recouer (S18) to haue hys hyre in payinge and rebatynge that the mayster layde out for hym. And yf he dye (S19) his wyfe or next kynne or frende oughte to haue it for hym. [7]

MF: et se la nef estoit (LXXV: 3rd sg. Ind.Imp.) preste a se(n) partir elle ne doit mie demorer pour luy. sil guerist (A.VI: 3rd sg. Ind.Pr./Ind.PasséSimp./Subj.Imp.) il doit auoir son loyer ta(n)t en loyer co(m)peta(n)t (et) rabata(n)t le fret se le maistre lui a fait et sil meurt (LXXVI: 3rd sg. Ind.Pr.) sa fe(m)me ou ses prochains amis le doiuent auoir pour luy.

AN-LH: La Nef ne deit pas demorer p(ur) li einz se deit aler. Et sil garist (A: 3rd sg. Ind.Pr./Ind.PasséSimp./Subj.Imp.) il deit auoier soun lower tot a lonc. Et sil moert (I: 3rd sg. Ind.Pr.)<sup>s</sup> sa femme ou ses priues deÿuuent auoier p(ur) li.

AN-LM: La nief ne doit pas demorer pur lui / einz se deit aler. Et sil garrist (A: 3rd sg. Ind.Pr./Ind.PasséSimp./Subj.Imp.), il doit auer son louer tut a lounc. Et sil moert (I: 3rd sg. Ind.Pr.), sa femme ou ses priueez<sup>s</sup> deiuent auer pur lui

- (16) ALJo a shyp is freyght to goo to London or els where / and chau(n)ceth (the) tourment taketh it i(n) the see / (and) it can not escape but yf the goodes be cast out (A8), (the) maister ought to say. mates it behoueth to cast ouer these goodes to saue the shyp, (and) yf there be<sup>14</sup> (S20) any marchau(n)t (that) wyll answeere (and) wyl the contrary of the castyng ouer by theyr reasons (and) wyll not agre / the mayster neuertheles ought not to leue but cast ouer so moch as he shal se nede [8]

MF: IItem vne nef est chargee a aller bordeaulx ou en aultre lieu et ad=ue(n)t q(ue) tourme(n)t la pre(n)t en la mer / et q(ue)lle ne peult eschaper sa(n)s getter (Inf.I) les de(n)rees de la nef : le maistre doit dire. Seigneurs il co(n)=ue(n)t ietter hors ces de(n)rees po(ur) sauluer la nef et sil nya (LXXVII: 3rd sg. Ind.Pr.) nulz marcha(n)s qui respo(n)dent leurs voule(n)tes : et gree(n)t le git bien les raisons

14. This particular instance of *be* is interpreted as subjunctive use despite the potential ambiguity arising from the presence of *theyr* later in the text. Such a decision was taken due to the fact that the singular form of the noun *marchaunt*, i.e. “any marchaüt”, is used in the clause.

au maistre sont pl(us) clers ou maistre / silz ne greent le maistre ne doit mie pource laisser q(ui)l ne iet[t]eroit tant q(ui)l verroit que bien seroit

AN-LH: \\ct// Vne Nef charge a Burdeux ou ailours (et) avent chose q(e) torment la prent en la Mer (et) q(e) il ne poent eschap(er) saunz gettre (Inf.) darres (et) des vins. le Mestre est tenu de dire as Marchaunz / seign(ur)s no(us) ne pouns eschap(er) saunz gettre des vins ou des darres les Marchauns si en .j. a (I: 3rd sg. Ind.Pr.) respoudrent lour volunte (et) greent bien le getisoun p(ar) auenture les resouns del Mestre sount plus cleres. Et sil ne greent le Mestre ne deit pas lesser p(ur) ceo kil ne gette taunt qil verra qe bien soit

AN-LM: \\ // // Vne nief charge a Burdeaus ou ailours / (et) auient vne chose qe turment la prent en la mier / (et) quil ne poont eschaper san iettre (Inf.) darreis (et) des vÿns Le mestre est tenuz de dire as Marcha(n)z Seignurs no(us) ne pooms eschaper sanz iettre des vÿns ou des darreis. Les Marchaunz si en vn respoudrent lo(ur) volunte (et) greent bien le getisoun par auenture. Les resouns del mestre sont plus clers. Et sils ne greient, le mestr(e) ne doit pas lesser por ceo <sup>s</sup> qil ne iette taunt qil v(er)ra qe bien soit

- (17) and the mayster ought to deuyde (and) reken the shyp or the freyght at his choyse, (and) for recoueryng of the do=mages the maryners ought to haue a ton(n)e fre / (and) any other ought to haue p(ar)te after his deseruyng, (and) yf he hath not behaued (I4) hym as good man and to haue no thyng of the franchyse. [8]

MF: et le maistre y doit partir et compter la nef ou le fret a son chois et po(ur) recouurer le dommaige : (et) les mariniers doiuent auoir vng tonneau fra(n)c / lautre se doit partir au giect selon ce quil aura sil se deffe(n)d comme bon homme en la mer et sil ne se def=fend (A.VII: 3rd sg. Ind.Pr./Subj.Pr.) il naura rien de franchise :

AN-LH: Et ydeyt le Mestre p(ar)tir a countre la Nef ou soun fret a soun chois pur estorer le damage. les Mariners deÿuent au(er) \chascun/ vn tonel fraunk / (et) lautre deÿue(n)t p(ar)tir au get selonc q(e) le auera si defent (A: 3rd sg. Ind.Pr./Subj.Pr.) en la Meer cu(m) vn homme. Et sil ne defent il ne au(er)a riens de f(ra)unchise.

AN-LM: Et y doit le mestr(e) p(ar)tir acountre sa nief ou son fret a son chois p(ur) estorer le damage les mariniers deiuent auer vn tonel fra(n)k (et) lautre deiuent partir au get selonc qe lauera. si \se/ defent (A: 3rd sg. Ind.Pr./Subj.Pr.) en la mier come vn homme. Et sil ne defent <sup>s</sup> il nau(er)a riens de fraunchise

- (18) SO may chau(n)ce (that) the may=ster must cut of his maste by force of wether / but he ought to cal the marchau(n)tes (that) owe the goodes / if any of them be (A9) ther (and) say. The mast must nedes be cut to saue the shyp (and) goodes / it were reso=nable by trouthe. [9]

MF: Sil aduie(n)t que le maistre coupe son mast po(ur) force de temps / il doit appeller les mar=chans qui ont les denrees en la nef sil y en a (I.XXVIII: 3rd sg. Ind.Pr.) nul (et) leur dire : il co(n)uient couper ce mast po(ur) sauluer la nef / et les denrees y fust tenable par loyaulte /

AN-LH: no corresponding clause

AN-LM: no corresponding clause

- (19) And **yf the shyp be** (S21) at hyrynge / (and) **the mayster tary** (S22) by reason of theyr de=bate and perceyueth leakage / he ought not to parte with the losses / but haue his freyght, as yf the tonnes were full. [9]  
 MF: Et **se la nef est** (I.LXXIX: 3rd sg. Ind.Pr.) a louaige et q(ue) **le maistre y demourast** (S.I: 3rd sg. Subj.Imp.) par raison de leur debat / et il voit coullaison. Le maistre ne y doit mie partir / ains doit auoir son fret ainsi comme se les tonneaulx fusse(n)t plains.  
 AN-LH: Et **si la Nef estoit** (I: 3rd sg. Ind.Imp.) en dur sege (et) **le Mestre demorast** (S: 3rd sg. Subj.Imp.) p(ur) lur debat (et) yl yeust corisoun le Mestre ne doit p(ar)tir. Eins si doit au(er) soun frett cu(m) des autres darres q(i) sount sauue3.  
 AN-LM: Et **si la nief estoit** (I: 3rd sg. Ind.Imp.) en dur siege (et) **le mestr(e) demorast** (S: 3rd sg. Subj.Imp.) p(ur) lour debat / (et) il li eust corisoun le mestre ne deit partir. Ein3 si deit au(er) son fret come des autres darreis qi sount sauue3.
- (20) And **yf they se** (A10) nede, the mayster ought to a=me(n)de them. For **yf the ton(n)e lese** (S23) by cau=se of the hoysynge or of the ropes / the mayster (and) the maryners amonge them must pay the marchau(n)tes [10]  
 MF: et **silz voyent** (A.VIII: 3rd pl. Ind.Pr./Subj.Pr.) quil y ait que ame(n)der le maistre le doit amender : car **se le tonneau se perdoit** (I.LXXX: 3rd sg. Ind.Imp.) par defaulte de guindaige ou de cordaige le maistre est tenu de le payer aux marchans entre luy (et) ses mariniers.  
 AN-LH: Et **si il veit** (A: 3rd sg. Ind.Pr./Subj.Pr.) qil a amender le Mestr(e) est tenuz a les amender. kar **si le tonel se p(er)t** (I: 3rd sg. Ind.Pr.) p(ar) defaute de guide ou de cordage le Mestr(e) est tenuz al amender luý (et) ses Mariners.  
 AN-LM: Et **sil veit** (A: 3rd sg. Ind.Pr./Subj.Pr.) qil ad meindre; le mestre est tenuz a les amender qar **si le tonel se pert** (I: 3rd sg. Ind.Pr.) par defaute de Guide ou de cordage <sup>s</sup> le mestre est tenuz al amender li (et) ses Mariners
- (21) But **yf the ropes breke** (A11) without that (the) mayster shewe them to the merchaun=tes they are bounde to recompence the damages. But **yf the marchau(n)tes say** (A12) / the ropes be sure (and) good / **yf they breke** (A13) eche of them ought to haue part of the damage. [10]  
 MF: Mais **se dauenture les cordaiges ro(m)pent** (A.IX: 3rd pl. Ind.Pr./Subj.Pr.) sa(n)s que le maistre les monstrast aux marcha(n)s il3 sont tenus a rendre le do(m)maige. Mais **se les marcha(n)s disent** (A.X: 3rd pl. Ind.Pr./Subj.Pr.) se cor=daige est bel (et) bon / et **il3 ro(m)pent** (A.XI: 3rd pl. Ind.Pr./Subj.Pr.) chascun doit partir au do(m)maige.  
 AN-LH: Mes **si cordes ru(m)pent** (A: 3rd pl. Ind.Pr./Subj.Pr.) saun3 ceo qil eut moustr(e) as marchaun3 il serrent tenu a rendre tut le damage. Mes **si les Marchaun3 dient** (I: 3rd pl. Ind. Pr.) q(e) les cordes soient beles (et) bones (et) **il rumpent** (A: 3rd pl. Ind.Pr./Subj.Pr.) / chacun deit p(ar)tir du damage  
 AN-LM: Mais **si cordes roumpent** (A: 3rd pl. Ind.Pr./Subj.Pr.) saun3 ceo quil eust moustre as Marchaun3, ils s(er)roun tenuz a rendre tut le damage. Mes **si les Marchaun3 dient** (I: 3rd

pl. Ind.Pr.) qe les cordes soient beles (et) bones <sup>s</sup> (et) **ils rumpent** (A: 3rd pl. Ind.Pr./Subj.Pr.) chescun deit partir de damage

- (22) and **yf he wyll swere** (A14, W4) (and) .iii. or .iiii. or half a dosen of his maryners or any of them whiche the marchau(n)tes wyll (that) the wyne was not lost by theyr defaut nor by theyr take=lyng as the marchau(n)tes put on them / they ought to be quyrt. But **yf they wyl not swere** (A15, W5) they be bou(n)de to ordre theyr sayle wel (and) truly or they parte fro theyr charge. [11]

MF: **Se le maistre peut iurer** (Inf. with **pouvoir.I** [3rd sg. Ind.Pr./Ind.PasséSimp.]) luy (et) ses mariniers soie(n)t trois quatre ou six / ou de ceulx que les marchans voudroient / que les vins ne per=dire(n)t par eulx ne par leur futaille ne par le(ur) deffault co(m)me les marchans leur mette(n)t sus ilz doiuent estre quittes (et) deliures. Mais **se ainsi est quilz ne veulle(n)t iurer** (Inf. with **vouloir.II** [3rd pl. Ind.Pr.]) ilz sont tenus a officer leur voile bien et iustement auant que partir de leur charge.

AN-LH: **Si le Mestre poet iurer** (Inf. with *poer* [3rd sg. Ind.Pr./Ind.Imp./Ind.PasséSimp]) li (et) ses troÿs co(m)paignouns ou quatre de ceux qe les Marchauz eslirunt q(e) les vins ne se p(ar)dirent pas pur lur fuistaille come les Marchau(n)z lur mettent sus il en deÿuent estre quites (et) deliueres. Et **sil ne voilent iurir** (Inf. with *voler* [3rd pl. Ind.Pr./Subj.Pr.]) il deÿuent rendre as Marchau(n)z lur damages. kar il sount tenuz a affier lour boucles (et) lour elores bien (et) certainement / auau(n)t kil se deÿuent p(ar)tir del lieu ou il se chargent.

AN-LM: **Si le mestre poet iurer** (Inf. with *poer* [3rd sg. Ind.Pr./Ind.Imp./Ind.PasséSimp]) li (et) ses trois compaigno(n)s ou quatre de ceux qi les Marchauntz eslirent <sup>s</sup> qe les vins ne se p(ar)dirent pas pur lor fustail come les Marchauntz lo(ur) mettent sus; ils endeüent estre quites (et) deliures. Et **sils ne voillent iurer** (Inf. with *voler* [3rd pl. Ind.Pr./Subj.Pr.]) <sup>s</sup> ils deüent rendre as marchanz lor damages qar ils sount tenuz a affier lour boucle (et) lour eslorrez bien (et) c(er)teinement auant qil se deüent partir del lieu ou il se chargent

- (23) A Mayster hyreth his maryners, (and) oughte to kepe the(m) pesably / (and) offre to be theyr iuge, and **yf any say** (S24) (that) his felaw lyeth / hauyng brede (and) drynke at the table / ought to paye .iiii. d.<sup>15</sup> And **yf any belyeth** (I5) the mayster to paye .viii. d. Or **yf the maister belye** (S25) any also to pay viii. d. [12]

MF: Item vng maistre loue ses mariniers (et) les doit bien tenir en paix / et offre estre leur iuge et **sil ya nul qui desme(n)te**<sup>16</sup> (S.II: 3rd sg. Subj.Pr.) lautre pourquoy ilz aye(n)t vin (et) pain a table / celui qui desme(n)tira doit payer .iiii. d. Et **si nul desment** (I.XXXI: 3rd sg. Ind.Pr.) le mai=stre payera .viii. d. Et aussi **se le maistre desment** (I.XXXII: 3rd sg. Ind.Pr.) nul il payera aussi .viii. d.

AN-LH: \\ct// Vn Mestre lowe ses Mariners (et) les deit tenir en pees (et) estre lur Juge **si lia nul qi endamage** (A: 3rd sg. Ind.Pr./Subj.Pr.) lautre p(ar) quei il met payn (et) vin a table celi qi dementera lautre deit paier .iiii. d. Et le Mestre **sil demente nul** (S: 3rd sg. Subj.Pr.) deit paier

15. The abbreviation 'd' stands for pennies.

16. Note that the clause used in all French texts is in fact a conditional one with an embedded relative clause.

- .vij. d Et si **ilia nul qi demente** (S: 3rd sg. Subj.Pr.) le Mestre il doit paier atau(n)t cu(m) le Mestr(e)
- AN-LM: \ \ // // Vn mestre lowe ses Mariners (et) les doit tenir en pees / (et) estre lor iugge. sil **y a nul qendamage** (A: 3rd sg. Ind.Pr./Subj.Pr.) lautre par quei il mette pain (et) vin a la table / celi qi dementira lautre, deit paier iij. d. Et le mestre sil **demente** (S: 3rd sg. Subj.Pr.) nul <sup>s</sup> doit paier vij. d. Et sil **y ad nul qi demente** (S: 3rd sg. Subj.Pr.) le mestre, il deit paier a taunt come le mestre.
- (24) And yf **the mayster smyte** (S26) any of the maryners / the maryner ought to abyde the fyrste buffet be it with fyst, or flat w(ith) his hande / but yf **he smyte** (S27) any more he may defende him. And yf **a maryner smyte** (S28) the mayster to pay .v. s<sup>17</sup> or to lese his fyst. [12]
- MF: Et se **ainsi est que le maistre frappe**<sup>18</sup> (A.XII: 3rd sg. Ind.Pr./Subj.Pr.) aucun de ses mari=niers / le marinier doit attendre la premiere collee co(m)me du poing ou de paulme. Et sil **le fiert** (I.XXXIII: 3rd sg. Ind.Pr.) plus il se peult deffendre. Et si **le mari=nier fiert** (I.XXXIV: 3rd sg. Ind.Pr.) le maistre il doit payer .v. soulz / ou perdre le poing.
- AN-LH: Et si **ensi est qe le Mestre enferge** (A: 3rd sg. Ind.Pr./Subj.Pr.) vn de ses Marin(er)s. il deit attendre le prim(er)e colee cu(m) de poin ou de paume. (et) sil **le fiert** (I: 3rd sg. Ind.Pr.) plus: il se doit defendre. Et si **le Marin(er) fert** (I: 3rd sg. Ind.Pr.) le Mestre prim(er); il doit p(ar)dre .c.s. ou les poins al chois de Mariner
- AN-LM: Et si **einsi soit qe le mestre enferge** (A: 3rd sg. Ind.Pr./Subj.Pr.) vn de ses Mariners; il deit attendre le p(ri)mer colee, come de poigno(n) de paume. Et sil **li fiert** (I: 3rd sg. Ind.Pr.) plus <sup>s</sup> il se deit defendre. Et si **le Mariner fiert** (I: 3rd sg. Ind.Pr.) le mestre primer ou le poins al chois du marin(er)
- (25) IF **varyau(n)ce fal** (S29) bytwene the mayster of a shyp and the maryners / the mayster ought to take the towel a=waye that is afore (the) maryner or he put hym out, (and) yf **(the) maryner offre** (S30) to make amendes at the agrement of his mates that be at the table, (and) **the mayster wyll not** (A16, W6) but **putteth** (I6) hym out, the maryner may folowe the shyp tyll it come to the ryght dyscharge, and ought to haue as good wages as, yf he had gone in the shyppe, amendynge the trespase at the verdyte of his felawes. [14]
- MF: Si **contens se siect** (I.XXXV: 3rd sg. Ind.Pr.) entre le maistre dune nef et les mariniers / le maistre doit oster la touaille trois fois deua(n)t son marinier aua(n)t que le mettre hors. Et se **le marinier se offre** (A.XIII: 3rd sg. Ind.Pr./Subj.Pr.) a faire lame(n)de au regarde des mariniers qui sont a table. Et se **le maistre est tel quil nen vueille rien faire**<sup>19</sup> (Inf. with vouloir.III [3rd sg. Subj.Pr.]) et le **met** (A.XIV: 3rd sg. Ind.Pr./Subj.Pr.) hors / le marinier sen peult aller suyure de la nef iusques a sa droicte descharge / et doit auoir aussi bo(n) loyer co(m)me sil estoit venu dedens amenda(n)t le mef fait au regard des co(m)paignons.

17. The abbreviation 's' stands for shillings.

18. The clause in French texts functions as a subject.

19. Note that this is a conditional clause with an embedded relative clause.

AN-LH: \ct// **Contek si fet** (I: 3rd sg. Ind.Pr.) en vne Nef entre le Mestr(e) (et) ses Mariners le Mestre deit ouster la towaile deuaunt ses Marin(er)s trois foitz auant q(e) il les [~~m~~enge/comaunde] hors. Et \si/ **le Marin(er) ofre** (A: 3rd sg. Ind.Pr./Subj.Pr.) afere les amendes a la gard des Marin(er)s q(i) sount a la table. Et **le Mestre soit taunt cruel kil ne voile rien fere** (Inf. with *voler* [3rd sg. Ind.Pr./Subj.Pr.]) (et) le **met** (A: 3rd sg. Ind.Pr./Subj.Pr.) hors le marin(er) se poet aler (et) seure la Nef ieq(e)s al descharge. Et tout au(er) autresi bon lower com il venu dedeinz amendaunt la forfet a la gard de la table.

AN-LM: \ // // **Contek fet** (I: 3rd sg. Ind.Pr.) en vne nief entre le mestr(e) (et) ses mariner. Le mestre doit ouster la towaile deuant ses Mariners trois foiz auant qil les meigne hors. Et **le Mariner offre** (A: 3rd sg. Ind.Pr./Subj.Pr.) a faire les amendes a la garde des Mariners / qi sount a la table. Et **le mestre soit taunt cruel quil ne voile ren faire** (Inf. with *voler* [3rd sg. Ind.Pr./Subj.Pr.]) (et) le **met** (A: 3rd sg. Ind.Pr./Subj.Pr.) hors. Les Mariner se poet aler (et) suivre la nief desques al charge Et tut auer autresi bon lower come il venist de denz / amendant lour forfet al agarde de la table.

- (26) And **yf so be** (S31) (that) the mayster take not in as good a ma=ryner as he, and the shyppe by chau(n)ce take harme, the mayster is bou(n)de to re=store the shyp (and) goodes, **yf he be** (S32) able. [14]

MF: Et **se ainsi est** (I.XXXVI: 3rd sg. Ind.Pr.) que le maistre ne prenne aussi bon co(m)pai=gnon co(m)me celuy en la nef / et la nef sempire par aucune adue(n)ture / le maistre est tenu a re(n)dre la nef et la marchandise **sil a** (I.XXXVII: 3rd sg. Ind.Pr.) parquoy.

AN-LH: Et **si ensink soit** (S: 3rd sg. Subj.Pr.) q(e) le Mestre †[vme/uaie]† autresi bon Marin(er) cu(m) li en la Nef (et) la p(ar)de p(ar) acun auent(ur)e: le Mestre est tenu de rendre le damage de la Nef (et) de la M(a)rchaundise qil y serra **sil ad** (I: 3rd sg. Ind.Pr.) de quei.

AN-LM: Et **si einsi soit** (S: 3rd sg. Subj.Pr.) qe le mestre †vme† autresi bon Mariner co(m) li en la nief (et) la p(ar)de par ascune auent(ur)e le mestre est tenuz de rendre le damage de la nief (et) de la marchaundise qil y serra **sil ad** (I: 3rd sg. Ind.Pr.) de quei.

- (27) And **yf they wyll not remeue** (A17, W7) it, the mayster and his ma=ryneres that myght haue the damage may take it vp and set it ferther frome them, but **yf the other wyll not suffre** (A18, W8) them / and **it do** (S33) the(m) damage / the other must restore it, (and) **yf so be** (S34) that they had fastened to it no Buy / and **yf it do** (S35) hurt they be holden to yelde the hurte all a=longe, and **yf they lye** (A19) drye in a hauen / they ought to set markes at theyr an=kers that may playnely be sene aboute the water. [16]

MF: (et) **ilz ne veulent mie lener**<sup>20</sup> (Inf. with *vouloir*.IV [3rd pl. Ind.Pr.]) le maistre (et) ses mariniers qui pourront partir du do(m)maige le peuent leuer et eslongner deulx et **silz deffendent** (A.XV: 3rd pl. Ind.Pr./Subj.Pr.) a leuer lancre et **lancre leur face** (S.III: 3rd sg. Subj.Pr.) do(m)mage ilz sont te=nus a ame(n)der tout au long. Et aussi pareillement **se ainsi estoit** (I.XXXVIII: 3rd sg. Ind.Imp.) que ilz ne eussent mis bonuit et **il fait** (I.XXXIX: 3rd sg. Ind.Pr.) dommaige ilz sont tenus

20. The text should read *lever*.

a rendre le dommaige tout au long. et **si ainsi estoit** (I.XI: 3rd sg. Ind.Imp.) quilz soient en vng haure asseches ilz sont tenus de mettre aloingnes a leurs an=cres qui apparoissoient au plain de la mer.

AN-LH: (et) **eus ne la voilent leu(er)** (Inf. with *voler* [3rd pl. Ind.Pr./Subj.Pr.]) le Mestr(e) p(ur) li (et) ses compaignouns / la vount leu(er) (et) esloigner de li Et **si il tolent** (I: 3rd pl. Ind.Pr.) a leu(er) (et) lautre (et) **lautre lur fet** (I: 3rd sg. Ind.Pr.) damage; il sunt tenuz al amender tut alounc. Et **si ensi estoit** (I: 3rd sg. Ind.Imp.) qil yeust mis ancre saunz boye (et) **il fount** (I: 3rd pl. Ind.Pr.) damage; il sont tenuz al amender tut alounc. Et **sil sunt** (I: 3rd pl. Ind.Pr.) en vne hauene qe asecche. il su(n)t tenuz al Maistre Balinges (et) ancras qe ne p(ar)igent au plein.

AN-LM: (et) **eux ne la voillent leuer** (Inf. with *voler* [3rd pl. Ind.Pr./Ind.Imp./Subj.Pr.]); Le mestre por lui (et) ses compaignouns la vount leuer (et) esloigner de li, Et **sil tolent** (I: 3rd pl. Ind.Pr.) a Leuer (et) **lautre lour fet** (I: 3rd sg. Ind.Pr.) damage, ils sont tenuz al amender tut a lounc Et **si einsi soit** (S: 3rd sg. Subj.Pr.) qil y eust mis autre sanz boye, (et) **il fount** (I: 3rd pl. Ind.Pr.) damage, ils so(n)t tenuz al amender tut a lounc. Et **sils sont** (I: 3rd pl. Ind.Pr.) en vn hauene, qe asseche <sup>s</sup> ils sont tenuz al maistre Balynges (et) autres qe ne p(ar)igent au plein.

- (28) **IF a shyppe be aryued**<sup>21</sup> (S36) to be char=ged at Burdewes or any other place / the mayster is holden to saye to his felawes. [18]

MF: **Une nef est arriuee** (I.XLI: 3rd sg. Ind.PasséComp.) o sa charge a bourdeaulx ou aultre lieu le maistre est tenu di=re a ses co(m)paignons :

AN-LH: \ct// **Vne Nef ariue** (A: 3rd sg. Ind.Pr./Subj.Pr.) a sa charge a Burdeux ou aillurs le Maistre e(st) tenuz dire a ses compaignouns.

AN-LM: \ // // **Vne nief ariue** (A: 3rd sg. Ind.Pr./Subj.Pr.) a sa charge a Burdeaux ou aillours. Le mestre est tenuz de dire a ses compaignons.

- (29) They must answer what they wyl do, **yf they take** (A20) at the freyght of the shyp / they shall haue as the shyp shall haue, and **yf they wyll freyght** (A21, W9) by themselfe they oughte to freyghte it in suche wyse that the shyp do not tary. [18]

MF: ilz sont tenus a respo(n)dre le quel ilz feront et **se ilz prenent** (A.XVI: 3rd pl. Ind.Pr./Subj.Pr.) au fret de la nef ilz auro(n)t co(m)e la nef aura et **silz veulent freter** (Inf. with *vouloir*.V [3rd pl. Ind.Pr.]) par eulx ilz doiuent freter en telle maniere que la nef ne soit mie demourant.

AN-LH: ils sont tenuz a respundre le quel il frount. Et **si il elysent** (A: 3rd pl. Ind.Pr./Subj.Pr.) al fret de la Nef. tiel fret cu(m) la Nef auera il auerount. Et **sil voilent fretter** (Inf. with *voler* [3rd pl. Ind.Pr./Subj.Pr.]) p(ar) eux il deüent frett(er) en tele man(er)e qe la Nef ne soit demoraunte.

AN-LM: ils sont tenuz a respundre le quel il frount. Et **sils eslisent** (A: 3rd pl. Ind.Pr./Subj.Pr.) al fret de la nief tel fret come la nief auera; il au(er)ount. Et **sil voillent fretter** (Inf. with *voler* [3rd pl. Ind.Pr./Ind.Imp./Subj.Pr.]) par eux il deüent fretter en tele manere qe la nief ne soit demorant.

21. Even though *have* had been gradually extending its area of use as a (plu)perfect auxiliary ever since the ME period, it was not before the beginning of the 19th century that it finally took over the place of *be* in all contexts (Rissanen 1999: 213-215). Interestingly, even towards the end of the 18th century *be* was still more common in intransitive contexts than *have* (Rissanen 1999: 215).

- (30) And **yf it chaunce** (S37) that they fynde noo freyght the mayster is not to blame / (and) oughte to shewe theym theyr fare / and may set the weyght of theyr shypmeate to eche of them, (and) **yf they wyll laye in** (A22, W10) a tonne of water / they may / for a tonne of wyne, and **yf throwynge ouer** in to the see **happen** (S38), (the) tonne of water ought to be for a tonne of wyne / or for other goodes / ponde to pou(n)de / wherby the maryners may helpe them in the see. And **yf so be** (S39) that they freyght it with marchau(n)dyce / suche fraunchyse as the maryner hath ought the marchau(n)te to haue. [18]

MF: et **sil aduient** (I.XLII: 3rd sg. Ind.Pr.) chose quil ne trouassent fret le maistre nya nul blas=me. et leur doit mo(n)strer leur remage / et peult mettre le pesant de leur mareage chascun / et **se ilz veulent mettre** (Inf. with *vouloir*.VI [3rd pl. Ind.Pr.]) to(n)neau deaue ilz le peuent mettre po(ur) tonneau de vin. et **se getaison se faisoit** (I.XLIII: 3rd sg. Ind.Imp.) en la mer leur tonneau deaue doit estre pour tonneau de vin ou po(ur) aultres de(n)rees liure a liure parquoy les mariniers se puissent defe(n)dre en la mer. et **se ainsi est** (I.XLIV: 3rd sg. Ind. Pr.) quil le fretegent es marchans telle fra(n)chise co(m)me le marinier aura doit auoir le marchant.

AN-LH: Et **si il auiegne** (S: 3rd sg. Subj.Pr.) qil ne troeuent fret. le Mestre nad nule \blame/. Et il doit le Mestre moustrer lour riués (et) lur leire. Et il deit le Mestre penser de lur mareage chescun. Et **si il voilent mettre** (Inf. with *voler* [3rd pl. Ind.Pr./Subj.Pr.]) tonel de ewe \(\et)/ **soit gette** (S: 3rd sg. Subj.Pr. passive) en la Meer il doit estre counte p(ur) vin ou p(ur) autre darres liu(er)e a liure si les Maryners se puissent defendre resounablement en la Meer. Et **si ensi est** (I: 3rd sg. Ind.Pr.) qe eux se fregettent as Marchaunz \tiele franchise comes les marin(er)s auent doit estr(e) as Marchau(n)z/.

AN-LM: Et **sil auiegne** (S: 3rd sg. Subj.Pr.) qil ne troeuent frette, le mestre nad nul. Et il doit le mestre moustrer lour riués (et) lour leire. Et il doit le mestr(e) penser de lo(ur) mariage chesqun. Et **sil voillent mettre** (Inf. with *voler* [3rd pl. Ind.Pr./Ind.Imp./Subj.Pr.]) tonel de eawe <sup>s</sup> **soit gette** (S: 3rd sg. Subj.Pr. passive) en la mier <sup>s</sup> il doit estre counte p(ur) vin ou p(ur) autres darres liure a liure / si les Marin(er)s se pussent defendr(e) resonablement en la mier. Et **si ensi soit** (S: 3rd sg. Subj.Pr.) qe eux se fregettent as Marchaunz

- (31) the mayster may retayne of theyr hyre tyll the shyp be there as they toke it / **yf they put** (A23) no good suerty to furnysshe theyr vyage. [19]

MF: le maistre peult retenir de leur loyer pour ren=dre la nef ou ilz la pri(n)dre(n)t **silz ne do(n)nent** (A.XVII: 3rd pl. Ind.Pr./Subj.Pr.) bo(n)e caupcion de fournir tout le voiage.

AN-LH: le Mestre poet retenir de soun lower p(ur) rendre la Nef la ou il la prist **sil ne doune** (I: 3rd sg. Ind.Pr.) bone caucioun p(ur) furnir la veýage.

AN-LM: Le mestre poet retenir de son lower por rendre la nief la ou il la prist **sil ne doune** (I: 3rd sg. Ind.Pr.) bone caucioun pur fornir le voiage.

- (32) And **yf they go** (A24) nerer than the place / or wel as ferre as they were hyred to, all to be alowed / but they muste yelde the shyppe where they toke it, and set it at the aduenture of god. [20]

- MF: et **silz vont** (I.XLV: 3rd pl. Ind.Pr.) plus pres que le lieu ou labonnement fut prins ilz doiuent auoir tout loyer / mais ilz doiuent rendre la nef ou ilz la prindrent et la mettre a laduventure de dieu.
- AN-LH: Et **si ele venoit** (I: 3rd sg. Ind.Imp.) plus pres q(e) le couenaunt fut pris il deÿuent au(er) tut lur lower mes il deÿuent aider a rendre la Nef la ou eus la pristrent / si le Mestr(e) vent a le auenture dedaunz.
- AN-LM: Et **si ele venoit** (I: 3rd sg. Ind.Imp.) plus pres qe le couenaunt fust p(ri)s; ils deiuent auer tut lour lower mais ils deiuent aider a rendre la nief la ou eux la pristrent si le mestre vient al auenture de deiz
- (33) for **yf the maister haue** (S40) damage by that losse / they be holden to alowe it. Or **yf any of theyr felawes hurt** (S41) hymselfe for lacke of helpe, they be holden to hele hi(m) (and) to make a fyne at the verdyte of one the maryners, (and) of the mayster / and of them of the table [21]
- MF: car **si le mai=stre** le perdoit et il y **eust** (A.XVIII: 3rd sg. Subj.Imp./Ind. PasséSimp.) do(m)maige ilz sont tenus a lamender / ou **se vng des compaigno(n)s se blece** (A.XIX: 3rd sg. Ind.Pr./Subj.Pr.) par besoing dayde. ilz sont tenus a le faire guarir (et) la mender au dit dun des compaignons et au dit de son maistre (et) de ceulx de la table.
- AN-LH: k(ar) **si le Mestre** les y p(ar)doit (et) il **yeut** (A: 3rd sg. Subj.Imp./Ind.PasséSimp.) damage il serrount tenuz al amender. ou **si vn des compaignouns se blessas** (S: 3rd sg. Subj. Imp.) p(ar) bosoygne de ayde il sount tenuz a fere garir et amender al compaignou(n) (et) al Mestre (et) a ceulx de la table.
- AN-LM: qe **si le mestre** les y p(ar)doit (et) il y **eient** (S: 3rd pl. Subj.Pr./Subj.Imp.) damage <sup>s</sup> ils s(er)rout tenuz al amender. ou **si vn des compaignouns se blessad** (S: 3rd sg. Subj.Imp.) par busoigne daide, ils sount tenuz a faire garir (et) amendre al compaignoun (et) al mestre (et) as ceulx de la table.
- (34) **IF a mayster freght** (S42) his shyp to a marchau(n)t / and **set** (S43) a cer=tayne terme / w(ith)in the which the marchaunt sholde lade / redy to departe / **yf the mar=chau(n)t dothe it not** (I7) / but **kepeth** (I8) (the) mays=ter and his maryners by the space of .x or xv. dayes or more / so(m)tyme he leseth his wetherynge (and) tyme, by defaute of the marchaunt / the marchaunt is hol=den to make the mayster ame(n)des. [22]
- MF: **Ung maistre frete** (A.XX: 3rd sg. Ind.Pr./Subj.Pr.) sa nef a vng marchand **deuise** (A.XXI: 3rd sg. Ind.Pr./Subj.Pr.) vng certain terme loyaument dedens qua(n)t le marchand doit charger la nef a estre preste a **sen aller / le marchand ne le fait** (I.XLVI: 3rd sg. Ind.Pr.) ains **tie(n)t** (I.XLVII: 3rd sg. Ind.Pr.) le maistre et ses mariniers par l'espace de viiii. iours ou de xv. ou de plus aucunefois il pert sa muaison en son te(m)ps par defaulte du marchand. Le marchand est tenu a amen=der au maistre.
- AN-LH: \\ct// **Vn Mestre frette** (A: 3rd sg. Ind.Pr./Subj.Pr.) sa Nef a vn Marchau(n)t (et) **est deuise** (A: 3rd sg. Ind.Pr. passive/Subj.Pr. passive) entre eux (et) mis vn t(er)me bonement / deux deux (et) **le Marchaunt nel tient pas** (I: 3rd sg. Ind.Pr.) einz **tient** (I: 3rd sg. Ind.Pr.)

la Nef (et) les marin(er)s p(ar) lespace de .xv. iours ou plus (et) acune foiz enp(er)t le Mestre soun temps (et) sa messioun p(ar) dafaute de Marchau(n)t le marchau(n)t est tenuz al amender a le Mestre.

AN-LM: \ \ // // **Vn mestr(e) frette** (A: 3rd sg. Ind.Pr./Subj.Pr.) sa nief a vn Marcha(n)t (et) **est deuise** (A: 3rd sg. Ind.Pr. passive/Subj.Pr. passive) entre eux / (et) mis vn t(er)me bonement de eux / (et) **le Marchaunt ne tint pas** (I: 3rd sg. Ind.Pr./Ind.PasséSimp.) einz tut la nief (et) les Mariners par lespace de .xv. io(ur)s ou pl(us) (et) ascunefoiz enp(er)t le mestr(e) son temps. (et) sa messioun par default de Marcha(n)t Le Marchaunt est tenuz al amender al mestr(e).

- (35) for **yf he do** (S44) he is bounde to redresse all the damages of the marchau(n)tes. [23]

MF: **sil le fait** (I.XLVIII: 3rd sg. Ind.Pr.) il est tenu a ren=dre aux marchans tous coustz / interestz : ou do(m)maiges quilz y pourroient auoir.

AN-LH: k(ar) **sil fet** (I: 3rd sg. Ind.Pr.) il est tenuz al amender as Marchaunz tut lur damage kil auerount

AN-LM: qe **sil fet** (I: 3rd sg. Ind.Pr.) <sup>s</sup> il est tenuz al amender as Marchaunz tut lour damage quil auerount

- (36) **yf he fayle** (S45) (and) **the shypppe perysshe** (S46) / to the marchauntes damage / he is bounde to restore the damages **yf he haue** (S47) wherw(ith). And **yf he haue not** (S48) wherwith, to lose his heed, (and) **yf the mayster or any of the maryners or marchau(n)tes do smyte of** (A25) his heed they be not bou(n)de to make ame(n)des, but they ought fyrste to knowe before they do it yf he be able to make amendes. [24]

MF: **sil fault** (I.XLIX: 3rd sg. Ind.Pr.) et **la nef sempire** (A.XXII: 3rd sg. Ind.Pr./Subj.Pr.) pour faulte quil ne la sache conduire les marchans aient dommaige il est tenu de re(n)=dre les dommaiges **sil a** (I.L: 3rd sg. Ind.Pr.) dequoy. et **sil na** (I.LI: 3rd sg. Ind.Pr.) de=quoy il doit auoir la teste coupee. Et **se le maistre / ou aucu(n)s des mariniers / ou aucuns des marcha(n)s luy coupe(n)t** (A.XXIII: 3rd pl. Ind.Pr./Subj.Pr.) la teste / ilz ne sont pas tenus a payer amendement. Mais tou=teffois len doit scauoir aua(n)t ce faire sil a de=quoy amender.

AN-LH: no corresponding text

AN-LM: no corresponding text

- (37) Two vesselles be felowes to take Herynges or makerelles / they ought to lay as many gyn(ne)s one as another / (and) they be agreed to part (the) gayne by halfe betwene the(m) / and **yf it chaunce** (S49) (that) one of them perysshe / bothe men / gynnes (and) other thi(n)ges / (and) the other scapeth (and) cometh sauf to shore / (the) fre(n)des of hym (that) is deed asketh parte of (the) gayne (that) thei haue made / of (the) gynnes / heryng / (and) vessell. They shal haue parte (and) gayne of (the) gyn(n)es (and) heryng, by the othes of them (that) be scaped. But of the vessell they gete nothyng. [25]

MF: Deux vaisseaulx sont compaigno(n)s pour aller es harencz ou es maquereaulx / et doi=uent mettre autant dengins lun comme lautre. agre sont de partir la gaigne par moitie entre eulx. Et **sil aduient** (I.LII: 3rd sg. Ind.Pr.) que dieu face sa volente

dun des vaisseaulx de la gent / et des engins et des aultres choses lun seschappe et vient a sauuete. Il est ainsi que les a=mis diceluy q(ui) est mort leur dema(n)de(n)t a auoir partie du gaing quilz ont fait ta(n)t es engins que es harencz et au vaissel. Ilz auront leur partie et leur gaing des engi(n)s et des harencz par le serment de ceulx qui seront eschappez mais au vaissel ilz nauront nulle chose.

AN-LH: no corresponding text

AN-LM: no corresponding text

- (38) the mayster ought not to sell the shyp w(ith)out **he haue** (S50) a procu=racyo(n) or lycence of the owners. [1]

MF: Le maistre ne peult mie vendre la nef sil na (I.LIII: 3rd sg. Ind.Pr.) p(ro)curation ou mandeme(n)t des seigneurs.

AN-LH: le Mestre ne poet pas vendre la Nef / si il nad (I: 3rd sg. Ind.Pr.) comaundement ou p(ro)curacioun des seign(ur)s.

AN-LM: Le mestre ne poet pas vendre la nief sil nad (I: 3rd sg. Ind.Pr.) comandement ou p(ro)curaciouns des seignurs.

- (39) But yf the ropes breke without that (**the**) **mayster shewe** (S51) them to the merchaun=tes they are bounde to recompence the damages. [10]<sup>22</sup>

MF: Mais se dauenture les cordaiges ro(m)pent sa(n)s que le maistre les monstrast (S.IV: 3rd sg. Subj.Imp.) aux marcha(n)s ilz sont tenus a rendre le do(m)maige.<sup>23</sup>

AN-LH: Mes si cordes ru(m)pent saunz ceo qil eut moustr(e) (A: 3rd sg. Subj.Plus-que-Parf./ Ind.PasséAnt.) as marchaunz il serrent tenu a rendre tut le damage.

AN-LM: Mais si cordes roumpent saunz ceo quil eust moustre (A: 3rd sg. Subj.Plus-que-Parf./ Ind. PasséAnt.) as Marchaunz, ils s(er)roun tenuz a rendre tut le damage.

- (40) And yf the mayster smyte any of the maryners / the maryner ought to abyde the fyrste buffet **be it** with fyst, **or** (S52) flat w(ith) his hande [12]

MF: Et se ainsi est que le maistre frappe aucun de ses mari=niers / le marinier doit attendre la premiere collee **co(m)me** du poing **ou** de paulme.

AN-LH: Et si ensi est qe le Mestre enferge vn de ses Marin(er)s. il deit attendre le prim(er)e colee **cu(m)** de poin **ou** de paume.

22. The treatment of this clause as a clause of condition might be an overinterpretation, but taking into account the general fluidity of the shape of certain conjunctions and the fact that *that* could be employed with many of them and was dropped only later, I decided to include it in my analysis.

23. The clause makes use of the conjunction *sans que* “without that, without”, which, according to Jensen (1974: 116-117), in (late) medieval times could only be followed by the subjunctive, and later on, in the 16th-17th centuries, also came to be employed with the indicative. In the present text, despite its 16th-century dating, one still encounters the subjunctive. In the corresponding AN extracts one notes the use of the same conjunction in a slightly altered form, i.e. *sans ce(o) que*. This is a predecessor of *sans que*. Whereas the latter dates back to the 15th century, the form with *ce(io)* was already employed in the 12th-century texts. Interestingly, *sans ce(o) que*, could be followed by both the indicative and subjunctive verb forms, with the latter being preferred after a negated main clause, but initially, the indicative was the dominant mood. All these observations find reflection in the data presented above. Interestingly, Jensen (1974: 115) classifies clauses introduced by this conjunction as modal (circumstantial).

AN-LM: Et si einssi soit qe le mestre enfierge vn de ses Mariners; il deit attendre le p(ri)mer colee, **come** de poigno(n) de paume.

### A.3.1.2 eMnE clauses of similarity and comparison (Sections 4.3.1.2 and 6.3.1.2)

(41) The mayster ought to agre to (the) most, or els yf (the) shyp perysh he is bou(n)d to restore (the) value **as it is prayed** (I9) / yf he haue wherw(ith). [2]

MF: Le maistre est tenu soy accorder o le plus de ses co(m)paignons. et sil le faisoit aultrement (et) la nef se perdoit / il est tenu de re(n)dre la nef ou la somme **quelle seroit prisee** (C.II: 3rd sg. Cond.Pr. passive) sil a dequoy.

AN-LH: no corresponding clause

AN-LM: no corresponding clause

(42) A Shyp beyng charged at Burdeus or els where / (and) hoyseth the sayle to go w(ith) the wyne / (and) the maister (and) his maryners trymmeth not theyr sayl **as it shulde** (M5) / and yll wethering taketh them in the see [11]

MF: Item vne nef est chargee a bourdeaulx ou aultre part / et lieue sa voile pour mener ses vi(n)s et noffre mie le maistre (et) ses mariniers leur voile **co(m)e ilz deussent** (S.V: 3rd pl. Subj.Imp) / et les prent mau=uais temps en la mer

AN-LH: \ct// Vn \nef/ charge a Burdeux ou ailours (et) leue sa veille p(ur) ariuer ses vins (et) senp(ar)t (et) nafient pas le Mestre (et) les Mariners lur boucle **sicu(m) il dussunt** (S: 3rd pl. Subj.Imp.) (et) les prent mal temps en la Meer

AN-LM: \ // // Vne charge a Burdeaux vne nief ou ailors (et) leue sa veille por ariuer ses vins (et) senpart / (et) nafient pas le mestre \et/ les Mariners lour boucle **sicome ils dussent** (S: 3rd pl. Subj.Imp.) (et) les prent mal temps en la Mier

(43) and yf he wyll swere (and) .iii. or .iiii. or half a dosen of his maryners or any of them whiche the marchau(n)tes wyll (that) the wyne was not lost by theyr default nor by theyr take=lyng **as the marchau(n)tes put** (A26) on them / they ought to be quyt. [11]

MF: Se le maistre peut iurer luy (et) ses mariniers soie(n)t trois quatre ou six / ou de ceulx que les marchans voudroient / que les vins ne per=dire(n)t par eulx ne par leur futaille ne par le(ur) deffault **co(m)mme les marchans leur mette(n)t** (A.XXIV: 3rd pl. Ind.Pr./Subj.Pr.) sus ilz doient estre quittes (et) deliures.

AN-LH: Si le Mestre poet iurer li (et) ses troys co(m)paignons ou quatre de ceux qe les Marchaunz eslirunt q(e) les vins ne se p(er)dirent pas pur lur fuistaile **come les Marchau(n)z lur mettent** (A: 3rd pl. Ind.Pr./Subj.Pr.) sus il en deüent estre quittes (et) deliueres.

AN-LM: Si le mestre poet iurer li (et) ses trois compaigno(n)s ou quatre de ceux qi les Marchaunz eslirent <sup>s</sup> qe les vins ne se p(ar)dirent pas pur lor fustail **come les Marchaunz lo(ur) mettent** (A: 3rd pl. Ind.Pr./Subj.Pr.) sus; ils endeüent estre quittes (et) deliures.

(44) They must answer what they wyl do, yf they take at the freyght of the shyp / they shall haue **as the shyp shall haue** (M6) [18]

MF: ilz sont tenus a respo(n)dre lequel ilz feront et se ilz prennent au fret de la nef ilz auro(n)t **co(m)e la nef aura** (I.LIV: 3rd sg. Ind.Fut.Simp.)

- AN-LH: ils sont tenuz a respoudre le quel il frount. Et si il elýsent al fret de la Nef. tiel fret cu(m) **la Nef auera** (I: 3rd sg. Ind.Fut.Simp.) il auerount.
- AN-LM: ils sont tenuz a respoudre le quel il frount. Et sils eslisent al fret de la nief tel fret come **la nief auera** (I: 3rd sg. Ind.Fut.Simp.)
- (45) the mayster may retayne of theyr hyre tyll the shyp be there as they toke (A27) it / yf they put no good suerty to furnysshe theyr vyage. [19]  
 MF: le maistre peult retenir de leur loyer pour ren=dre la nef ou ilz la pri(n)dre(n)t (I.LV: 3rd pl. Ind.PasséSimp.) silz ne do(n)nent bo(n)e caupcion de fournir tout le voiage.
- AN-LH: le Mestre poet retenir de soun lower p(ur) rendre la Nef la ou il la prist (A: 3rd sg. Ind. PasséSimp./Subj.Imp.) sil ne doune bone caucioun p(ur) furnir la veýage.
- AN-LM: Le mestre poet retenir de son lower por rendre la nief la ou il la prist (A: 3rd sg. Ind. PasséSimp./Subj.Imp.) sil ne doune bone caucioun pur fornir le voiage.
- (46) They ought well to haue them / payenge the freyght / as yf the shyppe had made (II0) the vyage kennyng by ke(n)nyng, (and) cours by cours / yf it please the mayster, and yf (the) mayster wyll he may amende his shyp, yf it be in case to be lyghtly mended [4]  
 MF: ilz les doi=uent bien auoir payant le fret dauta(n)t que la nef aura fait (I.LVI: 3rd sg. Ind.Fut.Ant.) tel vouage veue p(ar) veue / cours par cours sil plaist au maistre. Et se le maistre veult il peult adouber sa nef. et sil est en cas quelle peust estre prestement adoubee
- AN-LH: il les deýue(n)t bien au(er) paiaunt lur fret de taunt come la Nef ad fet (I: 3rd sg. Ind. PasséComp.) de veýage sil plect al Mestre. Et si le Mestre voet il poet bien adubber sa Nef sil est en cas kil la puisse adubber prestement.
- AN-LM: ils les deiuent ben au(er) paiaunt lour fret de taunt come la nief ad fet (I: 3rd sg. Ind. PasséComp.) de veiage sil plect al mestre. Et si le mestre voest, il poet bien adubber sa nief sil est en cas quil la puisse adubber p(re)stement.
- (47) and the mayster shal haue his freyght / as yf he had saued (II1) (the) goodes [4]  
 MF: Et aura le maistre son fret de tant co(m)e il aura (I.LVII: 3rd sg. Ind.Fut.Simp.) des de(n)rees sauuees.
- AN-LH: (et) au(er)a le Mestre soun fret de tau(n)t cu(m) il au(er)a (I: 3rd sg. Ind.Fut.Simp.) des darres sauues p(ar) alcune man(er)e.
- AN-LM: et si noun, il poet bien lower vne autre nief (et) faire la veiage / (et) auera le mestre son fret de taunt come il auera (I: 3rd sg. Ind.Fut.Simp.) des darrez saluez par ascune manere.
- (48) And yf the shyp be at hyrynge / (and) the mayster tary by reason of theyr de=bate and perceyueth lekage / he ought not to parte with the losses / but haue his freyght, as yf the tonnes were (A28) full. [9]  
 MF: Et se la nef est a louaige et q(ue) le maistre y demourast par raison de leur debat / et il voit coullaison. Le maistre ne y doit mie partir / ains doit auoir son fret ainsi comme se les tonneaulx fusse(n)t (S.VI: 3rd pl. Subj.Imp.) plains.
- AN-LH: Et si la Nef estoit en dur sege (et) le mestre demorast p(ur) lur debat (et) yl ýeust corisoun le Mestre ne doit p(ar)tir. Eins si doit au(er) soun frett cu(m) des autres darres q(i) sont sauuez (I: 3rd pl. Ind.Pr. passive).

AN-LM: Et si la nief estoit en dur siege (et) le mestr(e) demorast p(ur) lour debat / (et) il li eust corisoun le mestre ne deit partir. Einz si deit au(er) son fret come des autres darreis qi sount sauuez (I: 3rd pl. Ind.Pr. passive).

- (49) (and) yf (the) maryner offre to make amendes at the agrement of his mates that be at the table, (and) the mayster wyll not but putteth hym out, the maryner may folowe the shyp tyll it come to the ryght dyscharge, and ought to haue as good wages as, yf he had gone (I12) in the shyppe, amendinge the trespace at the verdyte of his felawes. [14]

MF: Et se le marinier se offre a faire lame(n)de au regarde des mariniers qui sont a table. Et se le maistre est tel quil nen vueille rien faire et le met hors / le marinier sen peult aller suyure de la nef iusques a sa droicte descharge / et doit auoir aussi bo(n) loyer co(m)me sil estoit venu (I.LVIII: 3rd sg. Ind.Plus-que-Parf.) dedens amenda(n)t le mef faict au regard des co(m)paignons.

AN-LH: Et \si/ le Marin(er) ofre a fere les amendes a la gard des Marin(er)s q(i) sount a la table. Et le Mestre soit taunt cruel kil ne voile rien fere (et) le met hors le marin(er) se poet aler (et) seure la Nef ieq(e)s al descharge. Et tout au(er) autresi bon lower com il venu (S: 3rd sg. Subj. Imp.) dedeinz amendaunt la forfet a la gard de la table.

AN-LM: Et le Mariner offre a faire les amendes a la garde des Mariners / qi sount a la table. Et le mestre soit taunt cruel quil ne voile ren faire (et) le met hors. Les Mariner se poet aler (et) suire la nief desqes al charge Et tut auer autresi bon lower come il venist (S: 3rd sg. Subj.Imp.) de denz / amendant lour forfet al agarde de la table.

### A.3.1.3 eMnE clauses of purpose (Sections 4.3.1.3 and 6.3.1.3)

- (50) and ought for to fynde hym lyght / as talowe or can=dell / and to gyue hym a lad of the shyp for to take hede (Inf1) of hym / or hyre a wo=ma(n) to kepe hym [7]

MF: et si luy doit querir hostel et luy doit querir lumiere co(m)me vng grasset ou cha(n)delle : et lui doit bailler vng varlet de la nef pour le garder (Inf.II) / ou lui louer vne fe(m)me qui prenne garde de luy

AN-LH: (et) li bailer cresset ou chaundeile (et) li bailer vn de ses valles de la Nef p(ur) li garder (Inf.) / ou lower vne femme qe prenge garde a li.

AN-LM: (et) li bailler cresset ou chaundeile / (et) li bailler vn de ses valle3 de la nief por li garder (Inf.) ou lower vne femme qi p(re)ndra garde a li.

- (51) He (and) the thyrde part of his felowes makyng theyr othes on (the) holy gospel wha(n) they be come to the right place of theyr dyscharge that he dyd it for to saue (Inf2) the body of the shyp (and) the other goodes (that) is yet in it [8]

MF: luy et le tiers de ses co(m)paignons sur la sai(n)cte euangille de dieu qua(n)t il venoit a sa droicte voye descharger quil le faisoit pour sauluer (Inf.III) le corps de la nef (et) aussi les aultres de(n)rees q(ui) encores y sont

AN-LH: soit juraunt \†sar†/ le tiers de ses compaignouns sur les seinz eu(ua)nglies q(ua)nt il serra venuz a sauuee al tere kil ne fesoit mes p(ur) sauu(er) (Inf.) les corps (et) la Nef (et) les darres (et) les vins.

AN-LM: iurant le tiers de ses compaignouns sur les seintz eu(ua)ngelies quant il s(er)ra venuz a sauuete a la t(er)re / qil nel fesoit mes por sauuer (Inf.) les corps (et) la nief (et) les darreis / (et) les vÿns

- (52) They (that) fynde them selfe ought to folowe hym / but they that be at his costes he oughte to reyse theyr wages / kennynge by kennynge, and cours by cours, after the rate of theyr hyre for to go (Inf3) to a certayne place. [20]

MF: ceulx qui sont a mareage le doiuent suiure / mais ceulx qui sont a deniers le maistre leur doit cro[i]stre loyer veue par veue et cours p(ar) cours par la raison quil les auroit louez pour aller (Inf.IV) en certain lieu /

AN-LH: no corresponding clause

AN-LM: no corresponding clause

- (53) And they ought to hast theym shortly aborde agayne that the mayster lese not (S53) the earnest of the shyp [21]

MF: et doie(n)t ceulx tost et appertement retourner pourquoy le maistre ne perde (A.XXV: 3rd sg. Ind.Pr./Subj.Pr.) lerre de la nef /

AN-LH: Et de beiuerage en deÿuent eux rien au(er) tut aprestement si qe le Mestre ne p(ar)de (A: 3rd sg. Ind.Pr./Subj.Pr.) ses heures de la Nef.

AN-LM: Et de beuerage endeiuent eux ren auer tut aprestement / si q(e) le mestre ne p(ar)de (A: 3rd sg. Ind.Pr./Subj.Pr.) ses heures de la nief

#### A.3.1.4 eMnE clauses of result (Sections 4.3.1.4 and 6.3.1.4)

- (54) the maister ought to gyue them theyr costes reasonably to goo to lande, if they haue saued so moche that the mayster may do (M7) it. [3]

MF: le maistre est tenu de leur bailler leurs coustz raisonnableme(n)t a venir en luer terre. Et aussi silz ont ta(n)t sauue parquoy le maistre le puisse faire (Inf. with pouvoir.II [3rd sg. Subj.Pr.]) /

AN-LH: no corresponding clause

AN-LM: no corresponding clause

- (55) MAryners bynd them with theyr mayster / and any goo out withoutte leaue of the mayster and drynke dronken and make noyse and stryfe so that any of them be hurte (A29) / the mayster is not bounde to cause them to be hea=led / nor to puruey ought for them / but he may well put them out of the shyp. [6]

MF: Mariniers se louent auecques leur maistre / et sont deux qui senissent hors de la nef sans le co(n)gie de leur maistre et sen yure(n)t et puis font co(n)te(m)ps et meslees desquelz y en a aucuns qui sont naurez (I.LIX: 3rd pl. Ind.Pr. passive) le maistre nest mie tenu a les faire guarir ne a les pourueoir en rie(n)s ains les peult bien mettre hors de la nef eulx et leur escours : et se ilz coustere(n)t ilz so(n)t tenuz a payer le plus au maistre.

AN-LH: \ct// Mariners se lowent ou lour Mestre (et) acuns deux seniss†u(n)†t saunz conge hors (et) senÿuerent (et) fount contekes (et) en. y a acuns q(i) sount naufrs (I: 3rd pl. Ind.Pr. passive). le Mestre nest pas tenuz a eux fere garir ne a les p(ur)ueier de rien. eins les poet ben mettre hors (et) lower vn autre en lieu de li.

AN-LM: \ / // Mariners se lowent oue lo(ur) mestre (et) ascuns de eux sen issent saunz counge dehors / (et) sen yurent (et) fount konteks / (et) **ascuns sount naufrez** (I: 3rd pl. Ind.Pr.)<sup>s</sup> Le mestre nest pas tenuz a eux faire garrir ne a les p(ur)ueier de rien / eniz les po[ ] et ben mettre hors (et) lower vn autre en leu de lui

- (56) IT maye so be that as a shyp lyeth ankered at rode / ano=ther shyp cometh out of the see, (and) by mysygydyngge hyt=teth agaynst the shyp that is in the way, so that (the) shyp is damaged (I13) w(ith) the stroke that the other shyp gaue it, (and) **there is** (I14) wyne shedde on bothe partes [15]

MF: Item vne nef est en vng cours liee (et) ma=ree vne aultre nef vient dehors de la mer et ne se gouerne mie bien / et se fiert a la nef q(ui) est en sa voye / si que la nef est do(m)maiee (I.LX: 3rd sg. Ind.Pr. passive) du coup que lautre nef luy a do(n)ne / et a (I.LXI: 3rd sg. Ind.Pr.) des vins fouldrees dune partie (et) dautre

AN-LH: \ / // Vne Nef est en vn cuuers amarre / (et) hastau(n)t de sa Marree / vn autre Nef crest en sa pees / **la Nef est adamage** (I: 3rd sg. Ind.Pr. passive) du coup q(e) lautre li doune. Et **ya** (I: 3rd sg. Ind.Pr.) des vins enfoundres

AN-LM: \ / // Vne nief est en vne Cuuers amarre (et) hastant de sa marre. Vn autre nef crest [de/en] sa pees. **La nief est a damage** (I: 3rd sg. Ind.Pr. passive) du coup qe lautre li doune (et) **ya** (I: 3rd sg. Ind.Pr.) des vins enfoundreez

- (57) CErtayne marchauntes or one freyghteth a shyp / and setteth it in way. The syd shyp entreth in to a hauen / (and) is there so longe that money fayleth (I15) them. [23]

MF: Ung marchand frete vne nef et la charge et la met au chemin. Celle nef entre en vng port et demeurent tant que denier leur fault (I.LXII: 3rd sg. Ind.Pr.)

AN-LH: \ / // Vn Marchaunt frette vne Nef a la charge (et) la met en chemin (et) entre cele Nef en vne port (et) demorent tau(n)t qe deniers lur **faillent** (A: 3rd pl. Ind.Pr./Subj.Pr.)

AN-LM: \ / // Vne Marchant frette vne nief a la charge (et) la mette en chemin (et) entre cele nief en vn port (et) demorent taun q(e) deners lour **faillent** (A: 3rd pl. Ind.Pr./Subj.Pr.)

- (58) A Shyp hoysseth vp at the dys=charge / (and) lyeth drye where she is so ioconde that the maryners taketh<sup>24</sup> (I16) at the mayne maste, or at the sourtyll before or behynde the maister ought to encreas theyr hyre kennyngge for ken=nyngge [26]

MF: Une nef guinde a sa descharge (et) se met a seche ou elle est si iolie que les mariniers pren=nent (A.XXVI: 3rd pl. Ind.Pr./Subj.Pr.) a sur voile ou a au sourtil deua(n)t ou derriere le maistre le(ur) doit croistre le(ur) loyer veue pour veue.

AN-LH: no corresponding text

AN-LM: no corresponding text

### A.3.1.5 eMnE clauses of reason (Sections 4.3.1.5 and 6.3.1.5)

- (59) IF a ship departe fro any place laden or not, (and) aryueth at another place the maryners ought not to go out w(ith)out leue of the mayster / for yf the shyp

24. Note the use of a verb in singular following a plural subject.

shuld perysshe or hurt by any aue(n)ture / **they be holden (A30)** to make amendes [5]

MF: Item vne nef se part daucune part chargee ou vuide et est arriuee en aucu(n)e part les mariniers ne doiuent yssir sans le congie du maistre / car se la nef perdoit ou empiroit par aucu(n)e adue(n)ture **ilz sont tenus (I.LXIII: 3rd pl. Ind.Pr. passive)** a ame(n)der

AN-LH: \ct// Vne Nef se p(ar)t de acun port / charge ou voyde (et) arÿue en alcun port †./† les Mariniers ne deÿuent pas issir hors saunz conge de Mestre. kar si la Nef senp(ar)doit p(ar) acun auenture / a dunc **il serrount tenuz** (I: 3rd pl. Ind.Fut.Simp. passive) a amender

AN-LM: \ // // Vne nief se part dascun port charge ou voide (et) ariue en ascun port. Les Mariniers ne deüent pas issir sauntz counge de mestre qar si la nief senp(ar)doit par ascune auenture, a donq(e) **ils s(er)rount tenuz** (I: 3rd pl. Ind.Fut.Simp. passive) a amender

(60) And yf they se nede, the mayster ought to a=me(n)de them. For yf the ton(n)e lese by cau=se of the hoysynge or of the ropes / **the mayster (and) the maryners amonge them must pay (M8)** the marchau(n)tes / (and) the may=ster ought to pay after as he ought to take (M9) for vnladynge / (and) the vnladynge to be set fyrst to recouer the losses, and the resydue to be departed among the(m). [10]

MF: et silz voyent quil y ait que ame(n)der le maistre le doit amender : car se le tonneau se perdoit par defaulte de guindaige ou de cordaige **le maistre est tenu de le payer (I.LXIV: 3rd sg. Ind.Pr. passive)** aux marchans entre luy (et) ses mariniers. et si doit le maistre payer selon ce q(ui)l doit pre(n)dre (Inf. with devoir.I [3rd sg. Ind.Pr./Subj.Pr.] de guindaige / et doit ledit guindaige estre mis a recouurer le do(m)maige premiereme(n)t / et le remenant doit e=stre parti entre eulx.

AN-LH: Et si il veit qil a amender le Mestr(e) est tenuz a les amender. kar si le tonel se p(ar)t p(ar) defaute de guide ou de cordage **le Mestr(e) est tenuz al amender** (I: 3rd sg. Ind.Pr. passive) luÿ (et) ses Mariniers. Et il deÿt p(ar)tir le Mestr(e) p(ur) taunt kil prent (I: 3rd sg. Ind.Pr.) en Gunÿndage Et deÿt le gunÿndage estre mis a restorer le damage p(ri)merem(en)t. Et le remenaunt deit estre p(ar)ti entre eux.

AN-LM: Et sil veit qil ad meindre; le mestre est tenuz a les amender qar si le tonel se pert par defaute de Guide ou de cordage <sup>s</sup> **le mestre est tenuz al amender** (I: 3rd sg. Ind.Pr. passive) li (et) ses Mariniers / (et) il deit p(ar)tir le mester por taunt quil prent (I: 3rd sg. Ind.Pr.) en guindage. Et deit le guindage estr(e) mis p(ur) estorer le damage primereme(n)t (et) le remenaunt deit estre parti entre eux.

(61) ¶ The reason why this iugement was made is, (that) an olde ship wyllyngly lyeth not in the waye of a better / so ferforth as it kno=weth (I17) not to damage it by greuyng, but whan it knoweth wel that it must part by halfe it wyll passe by out of the way [15]

MF: Et est raison pourquoy ce iugement fut fait. Premierement que vne vieille nef ne se met mye voule(n)tiers en la voye dune meilleure si auant quelle endommaige chose pour greuer la nef / mais qua(n)t elle scait (I.LXV: 3rd sg. Ind.Pr.) bien quelle y doit partir iusques a la moytie elle se tre(n)che volentiers hors de sa voye.

- AN-LH: (et) est resoun p(ur) quei cest iugement est fet si \encý/ est q(e) vne viele Nef se mist volunters en la voie a vne meilure si ele touz ses damages p(ur) guider au(er) lautre Nef. mes q(ua)nt ele siet (I: 3rd sg. Ind.Pr.) qele doit p(ar)tir la moite ele se voit volunt(er)s de la voie
- AN-LM: (et) est resoun por qui cest iuggement est fait. si est qe vne veille nief se mist volunt(er)s en la voie a vne meilloure si ele touz ses damages por guider au(er) lautre nief. Mais quant ele siet (I: 3rd sg. Ind.Pr.) qele doit partir la moite ele se voit volunt(er)s de la voie.
- (62) The maryneres of Bretayne ought to haue but one meale on the day / by reason of that they haue (A31) drynkes goynge (and) comynge, (and) they of Normandy ought to haue .ii. meases of the kitchen on the day, bycause they haue (A32) but water go=yngre at the shyp costes. [17]
- MF: Les mariniers de bretagne ne doiuent auoir q(ue) vne cuisine le iour par raison. car ilz ont (I.LXVI: 3rd pl. Ind.Pr.) bruuages allans (et) venans. (et) ceulx de normandie doiuent auoir deux mes de cuisi=ne le iour : pource quilz nont (I.LXVII: 3rd pl. Ind.Pr.) que eawe a aller aux despens de la nef
- AN-LH: \ct// Les marin(er)s de la costere de Bretagne ne deiuent auer qe vne quisine le jour / p(ar) la resoun qil ont (I: 3rd pl. Ind.Pr.) beuerage en alaunt (et) en venaunt. Et ceus de Normandie endeüent au(er) deux le iour p(ar) la resoun q(e) lour Me[[]]stre ne lur baile (A: 3rd sg. Ind.Pr./Subj.Pr.) qe ewe al aler.
- AN-LM: \ // // Les marin(er)s de la costere de Bretagne(ne) ne deiuent auer qe vne q(i)usine le io(ur) par la resoun quil ont (I: 3rd pl. Ind.Pr.) beuerage en alaunt (et) enuenaunt. Et ceus de Normandie endeüent auer deux le io(ur) par la resoun qe lour mestre ne lour baile (A: 3rd sg. Ind.Pr./Subj.Pr.) qe eawe a lo(ur) aler.
- (63) And they ought to hast theym shortely aborde agayne that the mayster lese not the ernest of the shyp, for yf the maister haue damage by that losse / they be holden (A33) to alowe it. [21]
- MF: et doiue(n)t ceulx tost et appertement retourner pourquoy le maistre ne perde terre de la nef / car si le mai=stre le perdoit et il y eust do(m)maige ilz sont tenus (I.LXVIII: 3rd pl. Ind.Pr. passive) a lamender /
- AN-LH: Et de beuerage en deüent eux rien au(er) tut aprestement si qe le Mestre ne p(ar)de ses heures de la Nef. k(ar) si le Mestre les y p(ar)doit (et) il yeut damage il serrount tenuz (I: 3rd pl. Ind.Fut.Simp. passive) al amender.
- AN-LM: Et de beuerage endeüent eux ren auer tut aprestement / si q(e) le mestre ne p(ar)de ses heures de la nief / qe si le mestre les y p(ar)doit (et) il y eient damage ils s(er)rount tenuz (I: 3rd pl. Ind.Fut.Simp. passive) al amender.
- (64) And of suche amendes as the mayster hath the mariners ought to haue the fourth parte / (and) the mayster the other .iii. p(ar)tes, bycause he fyndeth (I18) theyr expence. [22]
- MF: Et telle amende co(m)e le mai=stre aura fait les mariniers en doiuent auoir le quart / et le maistre les trois pars par rai=son quil leur treuue (A.XXVII: 3rd sg. Ind.Pr./Subj.Pr.) leurs despens.
- AN-LH: Et en cel amender q(i) serra fet le [Marchaunt/Mariners] j deüent p(ar)tir le quart (et) le Mestre les trois p(ar)ties p(ar) la resoun qil troeue (A: 3rd sg. Ind.Pr./Subj.Pr.) les coustes.

- AN-LM: Et en tele manere qei s(er)ra fet, le Marchant y deiue partir le q(ua)rt (et) le mestre les trois parties par reson qil troeue (A: 3rd sg. Ind.Pr./Subj.Pr.) les coustes.
- (65) The maister ought for to sende in haste i(n)to his cou(n)tre for money / but he ought not to lese his armogan: for yf he do **he is bounde** (I19) to redresse all the domages of the marchau(n)tes. [23]
- MF: Le maistre doit e(n)uoyer bien tost en son pays po(ur) querir de largent / mais il ne doit mie perdre son armogan. sil le fait **il est tenu** (I.LXIX: 3rd sg. Ind.Pr. passive) a ren=dre aux marchans tous coustz / interestz : ou do(m)maiges quilz y pourroient auoir.
- AN-LH: le Mestre tient bien (et) poet enuoier en soun pais p(ur) quere del argent mes il ne doit mie p(ar)dre temps. k(ar) sil fet **il est tenuz** (I: 3rd sg. Ind.Pr. passive) al amender as Marchaunz tut lur damage kil auerount
- AN-LM: Le mestr(e) tint bien (et) poet enuoier en son pais p(ur) quere del argent / Mais il ne nue p(ar)dre te(m)ps qe sil fet <sup>s</sup> **il est tenuz** (I: 3rd sg. Ind.Pr. passive) al amender as Marchaunz tut lour damage quil auerount.
- (66) and the marchau(n)tes must paye the freyght of the .ii. pypes / bycause **they shal be payed** (M10) at the pryce that other be solde. [26]
- MF: Et les marcha(n)s doieue(n)t payer le fret des deux tonneaulx par raison que on leur doit payer (Inf. with *devoir*.II [3rd sg. Ind.Pr./Subj.Pr.]) au feur des aultres qui sont ven=dus.
- AN-LH: no corresponding text
- AN-LM: no corresponding text
- (67) The owners of the shyppe shal ta=ke nothyng, for it was (I20) faute of (the) mayster and maryners in fastenyng of the pype. [26]
- MF: Les seigneurs de la nef ne doiuent rien prednre : car cest (I.LXX: 3rd sg. Ind.Pr.) par faulte de maistre (et) des mariniers de mareer le tonneau.
- AN-LH: no corresponding text
- AN-LM: no corresponding text
- (68) Two shyppes or mo lyeng in a hauen / at scant of water / and one of the ankers lye to nere another shyp / the mayster of the sayd shyppe ought to say. Mayster take vp your anker **it is** to nere vs and **maye doo** vs harme. [16]
- MF: Item deux nefz ou plusieurs so(n)t en vng haure et ya peu eauue (et) si asseche lancre de la nef et le maistre de celle nef doit dire. Maistre leues v(ot)re a(n)cre / car elle est (I: 3rd sg. Ind.Pr.) trop pres de nous et nous **pourroit faire** (C: 3rd sg. Cond.Pr.) do(m)maige
- AN-LH: \ct// Vne Nef ou .ij. ou plus sunt en vne hauene ou il i a poi de ewe (et) a cecche vn des Nefs (et) e(st) trop pres de lautre; le Mestre de cele Nef deit dir(e) as autres marin(er)s. seign(ur)s leuez v(ot)re auncre k(ar) ele e(st) (I: 3rd sg. Ind.Pr.) trop pres de no(us) et **purroit fere** (C: 3rd sg. Cond.Pr.) damage
- AN-LM: \ // // Vne nief ou deux / ou plus en vue hafne ou ili ad por deawe (et) a secche vn des niefs / (et) est trop p(re)s del autre. Le mestre de cel nief doit dire as \autres/ Marin(er)s Seignurs leuez vostre ancre / qe ele est (I: 3rd sg. Ind.Pr.) trop p(re) de nous. (et) **p(ur)roit faire** (C: 3rd sg. Cond.Pr.) damage

### A.3.1.6 eMnE clauses of manner (Sections 4.3.1.6 and 6.3.1.6)

- (69) A Shyp beyng charged at Burdeus or els where / (and) hoyseth the sayle to go w(ith) the wyne / (and) the maister (and) his maryners trymmeth not theyr sayl as it shulde / and yll wethering taketh them in the see / in suche maner the ta=kelyng crussbeth (I21) or smyteth out (I22) the botome of tonne or pype [11]

MF: Item vne nef est chargee a bourdeaulx ou aultre part / et lieue sa voile pour mener ses vi(n)s et noffre mie le maistre (et) ses mariniers leur voile co(m)e ilz deussent / et les prent mau=uais temps en la mer en telle maniere que la futaille crole (A.XXVIII: 3rd sg. Ind.Pr./Subj.Pr.) ou effo(n)ce (A.XXIX: 3rd sg. Ind.Pr./Subj.Pr.) tonnel ou pipe /

AN-LH: \\ct// Vn \nef/ charge a Burdeux ou ailours (et) leue sa veille p(ur) ariuer ses vins (et) senp(ar)t (et) nafient pas le Mestre (et) les Mariniers lur boucle sicu(m) il dussunt (et) les prent mal temps en la Meer en tiele man(er)e qe la fuistaille de loÿns en foundre (A: 3rd sg. Ind.Pr./Subj.Pr.) ou tonel ou pipe.

AN-LM: \\ // // Vne charge a Burdeaux vne nief ou ailours (et) leue sa veille por ariuer ses vins (et) senpart / (et) nafient pas le mestre \et)/ les Mariniers lour boucle sicome ils dussent (et) les prent mal temps en la Mier en tele manere qe la fustaille des leÿnes enfoudre (A: 3rd sg. Ind.Pr./Subj.Pr.) ou tonel ou pipe

- (70) and yf they wyll freyght by themselfe they oughte to freyghte it in suche wyse that the shyp do not tary (S54). [18]

MF: et silz veulent freter par eulx ilz doient freter en telle maniere que la nef ne soit mie (S.VII: 3rd sg. Subj.Pr.) **demourant**.

AN-LH: Et sil voillent fretter p(ar) eux il deÿuent frett(er) en tele man(er)e qe la Nef ne soit (S: 3rd sg. Subj.Pr.) **demoraunte**.

AN-LM: Et sils eslisent al fret de la nief tel fret come la nief auera; il au(er)ount. Et sil voillent fretter par eux il deüent fretter en tele manere qe la nief ne soit (S: 3rd sg. Subj.Pr.) **demorant**.

### A.3.1.7 eMnE clauses of time (Sections 4.3.1.7 and 6.3.1.7)

- (71) And yf he can not helpe them so / he is not bou(n)de to rewarde them / but they to lose theyr rewardes wha(n) the shyp is lost (I23). [3]

MF: et silz nay=dent desdictes choses sauuer / il nest mie tenu a les pourueoir en rie(n)s / aincois perde(n)t leurs loyers quant la nef est perdue (I.LXXI: 3rd sg. Ind.Pr. passive).

AN-LH: (et) sil ni aÿdent il nest tenuz de riens lour bailer ne de rien les p(ur)ueier aÿns p(ar)dent lur lowers q(ua)nt la Nef est p(ar)due (I: 3rd sg. Ind.Pr. passive).

AN-LM: (et) sils ne aident, il nest tenuz de rens lour bailler ne de riens les p(ur)ueier <sup>s</sup> eing p(ar)dent lour lowers q(ua)nt la nief est p(ar)due (I: 3rd sg. Ind.Pr. passive).

- (72) and ought to puruey hym of suche meat as is vsed i(n) the shyp (that) is to wyte as moche as he toke whan he was (I24) in helth / and nomore but yf the mayster wyll. [7]

MF: et si luy doit pour=ueoir de telles via(n)des co(m)me len vse en la nef Cest assauoir auta(n)t comme il prenoit qua(n)t il estoit (I.LXXII: 3rd sg. Ind.Imp.) en sante ne rien plus sil ne plaist au maistre :

AN-LH: no corresponding clause

AN-LM: no corresponding clause

- (73) He (and) the thyrd part of his felowes makynge theyr othes on (the) holy gospel wha(n) they be come (A34) to the right place of theyr dyscharge that he dyd it for to saue the body of the shyp (and) the other goodes (that) is yet in it, (and) the wyne that were caste ouer ought to be prayd at the valu of them that be come sauf, and when they shal be solde (M11) / they ought to be deuyded ponde by pou(n)de amo(n)ge the sayd marchautes [8]

MF: iura(n)t luy et le tiers de ses co(m)paignons sur la sai(n)cte euangille de dieu qua(n)t il venoit (I.LXXIII: 3rd sg. Ind.Imp.) a sa droicte voye descharger quil le faisoit pour sauluer le corps de la nef (et) aussi les aultres de(n)rees q(ui) encores y sont / et les vins qui seront gettez doiuent estre prisagez au feur de ceulx qui seroyent venus a sauliete. et quant ilz seront vendus (I.LXXIV: 3rd pl. Ind. Fut.Simpl. passive) si les doit on partir a la liure entre lesdictz marchans /

AN-LH: juraunt \†sar†/ le tiers de ses compaignouns sur les seinz eu(ua)nglies q(ua)nt il serra venuz (I: 3rd sg. Ind.Fut.Ant.) a sauete al tere kil ne fesoit mes p(ur) sauu(er) les corps (et) la Nef (et) les darres (et) les vins. sels q(i) serront gete hors deŷuent estre ap(ri)sagez a foer de ceuz q(i) serront venuz a sauete (et) serront venduz (I: 3rd pl. Ind.Fut.Simpl. passive) (et) p(ar)tis liuere a liuere entre les M(a)rchaunz.

AN-LM: iurant le tiers de ses compaignouns sur les seintz eu(ua)ngelies quant il s(er)ra venuz (I: 3rd sg. Ind.Fut.Ant.) a sauete a la t(er)re / qil nel fesoit mes por sauuer les corps (et) la nief (et) les darres / (et) les vŷns / ceuz qi sount iettez hors; deiuent estre as prisages a foer de ceuz qi s(er)ront venuz a sauete (et) s(er)ront venduz (I: 3rd pl. Ind.Fut.Simpl. passive) (et) p(ar)tiz liueree entre les Marchaunz.

- (74) And whan god sendeth (I25) the shyppe to dyscharge in sauftte / the marchau(n)tes oughte to paye eche theyr rate without delay / or to sell or guage for money / or euer the goodes be out of (the) shyp. [9]

MF: et qua(n)t dieu do(n)ne (A.XXX: 3rd sg. Ind.Pr./Subj.Pr.) que le nauire est venu a sa droicte descharge a sauete / to(us) les marcha(n)s doyuent payer leur aduenant sans delay / ou ve(n)dre gaiger darge(n)t tout auant que les de(n)=rees soient mises hors de la nef.

AN-LH: no corresponding clause

AN-LM: no corresponding clause

- (75) When a shyppe cometh (I26) sauftte to the ryght dyscharge (the) mayster sholde shewe the marchautes the ropes that they haue to hoise withal. [10]

MF: Item vng maistre dune nef vient (I.LXXV: 3rd sg. Ind.Pr.)<sup>25</sup> a sauete a sa droicte descharge il doit monstrier aux marchans le cordaige auquel il guindera /

25. Note that this is a non-dependent clause in the French texts.

AN-LH: \ct// **Vn Mestre dune Nef vient** (I: 3rd sg. Ind.Pr./Ind.PasséSimp.) a sauuete a sa descharge il deit moustrer a Marchauz les cordes oue quei il gindera

AN-LM: \ // // **Vne mestre dune nief vint** (I: 3rd sg. Ind.Pr./Ind.PasséSimp./[-subj.]) a sauuete a sa descharge; il deit moustrer as Marchanz les cordes oue quei il gindera.

(76) ANy shyp freyght at Burdewes or any other place and cometh to his ryghte dys=charge / (and) be charged halfe party tonnage (and) small lodemans ser=uau(n)tes ben to the marchau(n)tes. The custome of Brytayne is / all they that be taken syth they pas (A35) the yle of bas, and be paiuz la main. And they of Normandy and England and Flau(n)dres / syth they passe (A36) Garnesey / and they<sup>26</sup> of syth they passe Garnesey **do not** (A37). [13]<sup>27</sup>

MF: Une nef se frete a bourdeaulx ou en aultre lieu / et vie(n)t a sa droicte descharge / et so(n)t chargez mypartie tonnage : et petis lomauz ser=uantes sont sur les marchans. La coustume de bretagne est. to(us) ceulx que len pre(n)t depuis que len passe (A.XXXI: 3rd sg. Ind.Pr./Subj.Pr.) lisle de bas et len soit paiuz la main. et ceulx de normendie / et dangleterre puis quon passe grenese. et ceulx de fla(n)dres puis quon passe (A.XXXII: 3rd sg. Ind.Pr./Subj.Pr.) celle grenese. et ceulx de co=puers puis quon passe (A.XXXIII: 3rd sg. Ind.Pr./Subj.Pr.) gernesemie.

AN-LH: \ct// Vne Nef frette a Burdeux ou la Rochele ou aillours (et) vient a sa descharge e sunt chartre p(ar)tie towage (et) petites lodmannage sunt sus les Marchauz e la coste de Bretagne touz ceux qe lem prent pus q(e) lem ad passe (A: 3rd sg. Ind.Pr./Subj.Pr.) les debatz ou sunt petit lodmaunz. Et ceus de Normaundie (et) Denglet(er)e puis qe lempasse Caleys. Et ceus descoce puis q(e) lem passe gerneseye. Et ceux de Flaundres puis q(e) lempasse (A: 3rd sg. Ind.Pr./Subj.Pr.) Caleys. Et ceux descoce puis q(e) lem passe (A: 3rd sg. Ind.Pr./Subj.Pr.) Jernemue.

26. There is some place left at this point in the line but no text is given.

27. The text presented here deserves a word of comment. There are three instances of *sith* ‘after’ here, followed by forms ambiguous between the indicative and the subjunctive. They appear in a corrupt fragment of the text in Article 13 which is not intelligible in this form, and it is only in relation to the French text – although not that of the source text, which is also corrupt – that one can understand it. It is clear, thus, that the translator himself did not grasp the meaning of the fragment and his intention as to the verbal forms cannot be inferred. The meaning of the extract was investigated by Twiss (1871: 105) for the English text, and recently a translation of one of the AN copies was made by Ward (2009: 198). The relevant fragment from this rendition reads:

A ship loads in Bordeaux or la Rochelle or elsewhere and arrives at her discharge and [as stated in] the charter-party, towage and petty pilotage [charges] are on the merchants; on the coast of Brittany all those who are taken on after passing the Isle of Batz or Léon are local pilots; and those of Normandy or England after passing Guernsey and those of Flanders after passing Calais; and those of Scotland after passing Yarmouth. And that is the judgement in this case.

Note that Ward (2009) translated the text from MS *Liber Horn* kept in the London Metropolitan Archives, i.e. an English manuscript, but in this particular case, because of the corruption of the text, he used Krieger’s (1970: 135) edition of a different manuscript. Thus, the divergences between this text, an amalgam of two versions, and the 16th-century translation of “a version of the Judgements, which was current in the Duchy of Brittany” (Twiss 1871: 89) are only to be expected.

AN-LM: \ \ // // Vne nief frette a Burdeaux en La Rochele ou aillours / (et) vint a sa descharge (et) sont chartre p(ar)tie towage (et) petite Lodmannage sount sur Les Marchaunz (et) la coste de Bretaigne tuz ceux qi lem prent puis qe lem ad passe (A: 3rd sg. Ind.Pr./Subj.Pr.) les debatz ou sount petiz Lodmans. Et ceux de Normandie (et) Denglet(er)re puis qe lem passe (A: 3rd sg. Ind.Pr./Subj.Pr.) Caleise / (et) ceux Descoce p(uis) qe lem passe (A: 3rd sg. Ind.Pr./Subj. Pr.) Gernemue

- (77) IF varyau(n)ce fal bytwene the mayster of a shyp and the maryners / the mayster ought to take the towel a=waye that is afore (the) maryner or he put hym out (S55), (and) yf (the) maryner offre to make amendes at the agrement of his mates that be at the table, (and) the mayster wyll not but putteth hym out, the maryner may folowe the shyp tyll it come (S56) to the ryght dyscharge, and ought to haue as good wages as, yf he had gone in the shyppe, amendynge the trespace at the verdyte of his felawes. [14]

MF: Si contens se siect entre le maistre dune nef et les mariniers / le maistre doit oster la touaille trois fois deua(n)t son marinier aua(n)t que le mettre (Inf.V) hors. Et se le marinier se offre a faire lame(n)de au regarde des mariniers qui sont a table. Et se le maistre est tel quil nen vueille rien faire et le met hors / le marinier sen peult aller suyure de la nef iusques a sa droicte descharge / et doit auoir aussi bo(n) loyer co(m)me sil estoit venu dedens amenda(n)t le mef faict au regard des co(m)paignons.

AN-LH: \ \ ct // Contek si fet en vne Nef entre le Mestr(e) (et) ses Mariners le Mestre deit ouster la towaille deuaunt ses Marin(er)s trois foitz auaunt q(e) il les [menge/comaunde] (A: 3rd sg. Ind.Pr./Subj.Pr.) hors. Et \si/ le Marin(er) ofre a fere les amendes a la gard des Marin(er)s q(i) sount a la table. Et le Mestre soit taunt cruel kil ne voile rien fere (et) le met hors le marin(er) se poet aler (et) seure la Nef ieq(e)s al descharge. Et tout au(er) autresi bon lower com il venu dedeinz amendaunt la forfet a la gard de la table.

AN-LM: \ \ // // Contek fet en vne nief entre le mestr(e) (et) ses mariner. Le mestre doit ouster la towaille deuant ses Mariners trois foiz auant qil les meigne (S: 3rd sg. Subj.Pr.) hors. Et le Mariner offre a faire les amendes a la garde des Mariners / qi sount a la table. Et le mestre soit taunt cruel quil ne voile ren faire (et) le met hors. Les Mariner se poet aler (et) suivre la nief desqes al charge Et tut auer autresi bon lower come il venist de denz/ amendant lour forfet al agarde de la table.

- (78) IT maye so be that as a shyp lyeth (I27) ankered at rode / ano=ther shyp cometh out of the see, (and) by mysguydynghe hyt=teth agaynst the shyp that is in the way, so that (the) shyp is domaged w(ith) the stroke that the other shyp gaue it, (and) there is wyne shedde on bothe partes [15]

MF: Item vne nef est (I.LXXXVI: 3rd sg. Ind.Pr.)<sup>28</sup> en vng cours liee (et) ma=ree vne aultre nef vient dehors de la mer et ne se gouerne mie bien / et se fiert a la nef q(ui) est en sa voye / si que la nef est do(m)maigee du coup que lautre nef luy a do(n)ne / et a des vins fouldrees dune partie (et) dautre

28. The French texts use a non-dependent clause here.

AN-LH: \\ct// **Vne Nef est** (I: 3rd sg. Ind.Pr.) en vn cuuers amarre / (et) hastant de sa Marree / vn autre Nef crest en sa pees / la Nef est adamage du coup q(e) lautre li doune. Et ya des vins enfoundres dascuns le damage deit estre p(ri)sagez (et) p(ar)ti moite entre les deus Nefs.

AN-LM: \\ // // **Vne nief est** (I: 3rd sg. Ind.Pr.) en vne Cuuers amarre (et) hastant de sa marre. Vn autre nef crest [de/en] sa pees. La nief est a damage du coup qe lautre li doune (et) ya des vins enfoundreez dascuns le damage doit estre prisages (et) p(ar)ti en moite entr(e) les deux niefs

- (79) ¶ The reason why this iugement was made is, (that) an olde ship wyllngly lyeth not in the waye of a better / so ferforth as it kno=weth not to damage it by greuyng, but **whan it knoweth** (I28) wel that it must part by halfe it wyll passe by out of the way [15]

MF: Et est raison pourquoy ce iugement fut fait. Premièrement que vne vieille nef ne se met mye voule(n)tiers en la voye dune meilleure si auant quelle endommaige chose pour greuer la nef / mais **qua(n)t elle scait** (I.LXXXVII: 3rd sg. Ind.Pr.) bien quelle y doit partir iusques a la moytie elle se tre(n)che volentiers hors de sa voye.

AN-LH: (et) est resoun p(ur) quei cest iugement est fet si \encý/ est q(e) vne viele Nef se mist volunters en la voie a vne meilure si ele touz ses damages p(ur) guider au(er) lautre Nef. mes **q(ua)nt ele siet** (I: 3rd sg. Ind.Pr.) qele doit p(ar)tir la moite ele se voit volunt(er)s de la voie

AN-LM: (et) est resoun por qui cest iuggement est fait. si est qe vne veille nief se mist volunt(er)s en la voie a vne meilloure si ele touz ses damages por guider au(er) lautre nief. Mais **quant ele siet** (I: 3rd sg. Ind.Pr.) qele doit partir la moite ele se voit volunt(er)s de la voie.

- (80) And **whan the ship is** (I29) at the shore (the) maryners to haue wyne to drynke (and) other at the fyndyng of the mayster. [17]

MF: (et) **puis que la nef est** (I.LXXXVIII: 3rd sg. Ind.Pr.) a la terre au vin : les mariniers doiuent auoir bruuaiages. et ce leur doit le maistre querir.

AN-LH: Mes **puis qe la Nef est** (I: 3rd sg. Ind.Pr.) en la tere ou le vin crest. les marin(er)s deýuent auoir beuerage. (et) lur. deit le Maýstre quere.

AN-LM: Mais **puis qe la nief est** (I: 3rd sg. Ind.Pr.) en la t(er)re ou le vin crest, le Mariners deüent au(er) beuerage (et) lour deit le mestre quere.

- (81) A Shyp cometh to discharge, the maryners wyll haue theyr fyn=dyng / some there be that haue neyther bed nor caben in the shyp / the mayster may retayne of theyr hyre **tyll the shyp be** (S57) there as they toke it / yf they put no good suerty to furnysshe theyr vyage. [19]

MF: Une nef vie(n)t a deschar=ge les mariniers veulent auoir leur fret au=cuns ya qui nont mie lit ne arche en la nef le maistre peult retenir de leur loyer **pour ren=dre** (Inf.VI)<sup>29</sup> la nef ou ilz la pri(n)dre(n)t silz ne do(n)nent bo(n)e caption de fournir tout le voiage.

AN-LH: \\ct// Vne Nef vient a descharge. les Marin(er)s voilent au(er) lur louwers. Et il i a acuns qe ne ount lith ne arche louns le Mestre poet retenir de soun lower **p(ur) rendre** (Inf.) la Nef la ou il la prist sil ne doune bone caucioun p(ur) furnir la veýage.

29. The AN and MF texts do not employ clauses of time in this context.

- AN-LM: \ \ // // Vne nief vint a descharge. Les marin(er)s voillent auer lour lowers. Et ili ount ascuns qi ne ount lith ne arche lei(n)z Le mestre poet retenir de son lower por rendre (Inf.) la nief la ou il la prist sil ne doune bone caucion pur fornir le voiage.
- (82) WHan a shyp cometh (I30) to Brystow or any other place. Of suche meate as is in the Shyppe / two of the maryneres maye beare to shore a mea=se or an halfe mease / suche as they be cut in the shyppe, and suche breade as they haue, as they may ete at one tyme but no drynke. [21]
- MF: Item il aduie(n)t que vne nef vie(n)t (I.LXXIX: 3rd sg. Ind.Pr.)<sup>30</sup> a Bourdeaux ou en aultre lieu de telle cuisine il au=ra en la nef. deux des mariniers en peuent porter vng metz a la mer demi metz tel comme ilz sont trenches en la nef. et tel pain comme il aura selon ce quilz pourront menger a vne fois. (et) du bruaige rien.
- AN-LH: \ \ ct// Il auient qe vne Nef est (I: 3rd sg. Ind.Pr.) a Burdeaux ou aillurs de tel Cuisine kil au(er)a en la Nef les .ij. Mariners poent enport(er) vn mes. [~~mes taunt cum~~/dementrest] ils s(er)rent trenchez en la Nef. Et tel pain cum il i auera il endeuient au(er) solu(n) ceo qil porrunt mang(er). Et de beiueraige en deÿuent eux rien au(er)
- AN-LM: \ \ // // Il auint qun nief est (I: Ind.Pr.) a Bourdeaux ou aillours de tele cuisine qil au(er) a en la nief. Les deux Mariners poent enport(er) vn Mies. Mais taunt come ils s(er)rout trenchez en la nief. Et tel pain come il y auera; il endeuient auer solom ceo quil p(ur)rout manger. Et de beuerage endeuient eux ren auer
- (83) And when the shyp cometh (I31) to the ryght dyscharge the wyne that (the) may=ster hath so take(n) ought to be prayed after the rate as the other shall be solde comonly (and) neyther more nor lesse. [23]
- MF: et qua(n)t la nef sera venue (I.LXXX: 3rd sg. Ind.Fut.Ant.) a sa droicte descharge les vins que le maistre aura prins doieue(n)t estre affeures et mis au feur que les aultres seroient vendus co(m)mune(n)t ne a plus ne a moins.
- AN-LH: Et q(ua)nt la Nef serra ariue (I: 3rd sg. Ind.Fut.Ant.) a droite descharge les vins qe le Mestre auera pris deÿuent estre a foir mis qe les autres serrount venduz ne a greindre foir ne a menour.
- AN-LM: Et q(ua)nt la nief serra ariue (I: 3rd sg. Ind.Fut.Ant.) a droite descharge les vins qe le mestre auera p(ri)s deieue(n)t estre a foer mis qe les autres s(er)rout venduz ne a greindre feor ne a meindre.
- (84) (and) yf the mayster or any of the maryners or marchau(n)tes do smyte of his heed they be not bou(n)de to make ame(n)des, but they ought fyrste to knowe before they do (A38) it yf he be able to make amendes. [24]
- MF: Et se le maistre / ou aucu(n)s des mariniers / ou aucuns des marcha(n)s luy coupe(n)t la teste / ilz ne sont pas tenus a payer amendement. Mais tou=teffois len doit scaouir aua(n)t ce faire (Inf.VII) sil a de=quoy amender.
- AN-LH: no corresponding text
- AN-LM: no corresponding text

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30. Note the use of a nominal clause functioning as a subject.

### A.3.1.8 eMnE clauses of place (Sections 4.3.1.8 and 6.3.1.8)

- (85) It chaunceth that (the) shyp can fynde no freyght to go where he wolde be (M12), and they muste go farther. [20]  
 MF: il aduient que la nef ne peult trouuer fret a venir **es p(ar)ties** et leur conuie(n)t aller pl(us) loing.  
 AN-LH: il auient qe la Nef ne peut trou(er) fret a venir **en ses p(ar)ties** (et) lur couient aler plus loins  
 AN-LM: Il auint qe la nief ne poet trouu(er) frut a venir **en ses parties** (et) lour couint aler plus lointz
- (86) And yf they go nerer than the place / or wel as ferre as they were hyred to, all to be alowed / but they muste yelde the shyppe where they toke (I32) it, and set it at the aduerture of god. [20]  
 MF: et silz vont plus pres que le lieu ou labonnement fut prins ilz doiuent auoir tout loyer / mais ilz doiuent rendre la nef ou ilz la prindrent (I.LXXXI: 3rd sg. Ind. PasséSimp.) et la mettre a laduerture de dieu.  
 AN-LH: Et si ele venoit plus pres q(e) le couenaunt fut pris il deüent au(er) tut lur lower mes il deüent aider a rendre la Nef la ou eus la pristrent (I: 3rd pl. Ind.PasséSimp.) / si le Mestr(e) vent a le auerture dedaunz.  
 AN-LM: Et si ele venoit plus pres qe le couenaunt fust p(ri)s; ils deüent auer tut lour lower mais ils deüent aider a rendre la nief la ou eux la pristrent (I: 3rd pl. Ind.PasséSimp.) si le mestre vient al auerture de deiz
- (87) A Shyp hoysseth vp at the dys=charge / (and) lyeth drye where she is (I33) so ioconde that the maryners taketh at the mayne maste, or at the sourtyll [26]  
 MF: Une nef guinde a sa descharge (et) se met a seche ou elle est (I.LXXXII: 3rd sg. Ind.Pr.) si iolie que les mariniers pren=nent a sur voile ou a au sourtil deua(n)t ou derriere le maistre le(ur) doit croistre le(ur) loyer veue pour veue.  
 AN-LH: no corresponding text  
 AN-LM: no corresponding text

### A.3.2 eMnE comparative clauses (Sections 4.3.2 and 6.3.2)

- (88) And yf so be (that) the mayster take not in *as good a ma=ryner as he*, and the shyppe by chau(n)ce take harme, the mayster is bou(n)de to re=store the shyp (and) goodes, yf he be able. [14]  
 MF: Et se ainsi est que le maistre ne prenne aussi bon co(m)pai=gnon co(m)me celuy en la nef / et la nef sempire par aucune adue(n)ture / le maistre est tenu a re(n)dre la nef et la marchandise sil a parquoy.  
 AN-LH: Et si ensink soit q(e) le Mestre †[vme/uaie]† *autre si bon Marin(er) cu(m) li* en la Nef (et) la p(ar)de p(ar) acun auent(ur)e: le Mestre est tenu de rendre le damage de la Nef (et) de la M(a)rchaundise qil y serra sil ad de quei.  
 AN-LM: Et si einsy soit qe le mestre †vme† *autresi bon Mariner co(m) li* en la nief (et) la p(ar)de par ascune auent(ur)e le mestre est tenuz de rendre le damage de la nief (et) de la marchaundise qil y serra sil ad de quei.

- (89) But he ought to put them in sauvgard vnto (the) tyme that he dooth knowe the wyll of the owners, and he ought to do it *the most truely (that) he can* (M13) [3]

MF: Aincois il les doit mettre a sauuegarde ius=ques a tant que il sache la volente des sei=gn(eu)rs. et le doit faire *le plus loyalleme(n)t quil pourra* (I.LXXXIII: 3rd sg. Ind.Fut.Simp.).

AN-LH: Mes les deit mettre en sauue garde ieq(e)s al taunt qil sache lur volente. Et si doit fere *a plus loialm(en)t qil p(ur)ra* (I: 3rd sg. Ind.Fut.Simp.).

AN-LM: Mais les doit mettre en sauue garde desques atant qil sache lour volente. Et si doit faire *au plus loiaument qil p(ur)ra* (I: 3rd sg. Ind.Fut.Simp.).

- (90) and ought to puruey hym of suche meat as is vsed i(n) the shyp (that) is to wyte *as moche as he toke* (I34) whan he was in helth / and nomore but yf the mayster wyll. [7]

MF: et si luy doit pour=ueoir de telles via(n)des co(m)me len vse en la nef Cest assauoir *auta(n)t comme il prenoit* (I.LXXXIV: 3rd sg. Ind.Imp.) qua(n)t il estoit en sante ne rien plus sil ne plaist au maistre :

AN-LH: Et li deit p(ur)ueier de tele viaunde cu(m) lou use en la Nef cest asau(er) *de tttau(n)t come il p(ri)st* (A: 3rd sg. Ind.PasséSimp./Subj.Imp.) en sau(n)te (et) rien plus si ne li plest.

AN-LM: Et li li deit p(ur)ueier de tele viande come lem vse en la nief. Cest assau(er) *de taunt come il p(ri)st* (A: 3rd sg. Ind.PasséSimp./Subj.Imp.) en sauncte (et) ren plus si ne lui plest.

- (91) (and) yf there be any marchau(n)t (that) wyll answere (and) wyl the contrary of the castyng ouer by theyr reasons (and) wyll not agre / the mayster neuertheles ought not to leue but cast ouer *so moch as he shal se* (M14) nede [8]

MF: et sil nya nulz marcha(n)s qui respo(n)dent leurs voule(n)tes : et gree(n)t le git bien les raisons au maistre sont pl(us) clers ou maistre / silz ne greent le maistre ne doit mie pource laisser q(ui)l ne iet[t]eroit *tant q(ui)l verroit* (C.III: 3rd sg. Cond.Pr.) que bien seroit

AN-LH: si en .j. a respoundrent lour volente (et) greent bien le getisoun p(ar) auenture les resouns del Mestre sont plus cleres. Et sil ne greent le Mestre ne deit pas lesser p(ur) ceo kil ne gette *taunt qil verra* (I: 3rd sg. Ind.Fut.Simp.) qe bien soit

AN-LM: Les Marchaunz si en vn respoundrent lo(ur) volente (et) greent bien le getisoun par auenture. Les resouns del mestre sont plus clers. Et sils ne greient, le mestr(e) ne doit pas lesser por ceo <sup>s</sup> qil ne iette *taunt qil v(er)ra* (I: 3rd sg. Ind.Fut.Simp.) qe bien soit

- (92) And yf they go nerer than the place / or wel *as ferre as they were hyred* (A39) to, all to be alowed / but they muste yelde the shyppe where they toke it, and set it at the aduenture of god. [20]

MF: et silz vont plus *pres que* le lieu ou labonnement *fut prins* (A.XXXIV: 3rd sg. Ind.PasséSimp. passive/Subj.Imp. passive) ilz doiuent auoir tout loyer / mais ilz doiuent rendre la nef ou ilz la prindrent et la mettre a laduenture de dieu.

AN-LH: Et si ele venoit *plus pres q(e)* le couenaunt *fut pris* (A: 3rd sg. Ind.PasséSimp. passive/Subj.Imp. passive) il deÿuent au(er) tut lur lower mes il deÿuent aider a rendre la Nef la ou eus la pristrent / si le Mestr(e) vent a le auenture dedaunz.

AN-LM: Et si ele venoit *plus pres* qe le couenaunt **fust p(ri)s** (A: 3rd sg. Ind.PasséSimp. passive/ Subj.Imp. passive); ils deiuent auer tut lour lower mais ils deiuent aider a rendre la nief la ou eux la pristrent si le mestre vient al auenture de deiz

### A.3.3 eMnE relative clauses (Sections 4.3.3 and 6.3.3)

#### A.3.3.1. eMnE adnominal relative clauses (Sections 4.3.3.1 and 6.3.3.1)

(93) Ffirst one ma(n) is ma=de maister of a ship (and) the ship belo(n)geth to many p(ar)teners, (and) dep(ar)teth fro(m) *the cou(n)tre of whe(n)s* **it is** (I35), (and) co(m)meth to Lo(n)do(n) or to another place [1]

MF: ET premiereme(n)t len fait vng ho(m)e maistre dune nef / la nef est a plu=sieurs compaignons / la nef se part du *pays* do(n)t **elle est** (I.LXXXV: 3rd sg. Ind.Pr.) et vie(n)t a bourdeaulx ou en aultre lieu

AN-LH: Prim(er)ement lem fet vn ho(m)me mestre dune Neef. La Neef est a deus ho(m)mes ou a treis. La Neef senpart de *pays* dount **ele est** (I: 3rd sg. Ind.Pr.) (et) vient a Burdeaux ou ala Rochele ou aillours.

AN-LM: Primerement lem fet vn homme mestre dun nief. La nief est a deux ho(m)mes ou a trois. La nief sen part du *pais* ou **ele est** (I: 3rd sg. Ind.Pr.) / (et) vint a Burdeaux ou a la Rochele ou aillo(ur)s

(94) But he ought to put them in saufgard *vnto* (*the*) *tyme* that **he dooth knowe** (I36) the wyll of the owners [3]

MF: Aincois il les doit mettre a sauuegarde *ius=ques a tant* que **il sache saiche** (S.VIII: 3rd sg. Subj.Pr.)<sup>31</sup> la voulente des sei=gn(eu)rs.

AN-LH: Mes les deit mettre en sauue garde *ieq(e)s al taunt* qil **sache** (S: 3rd sg. Subj.Pr.) lur volunte.

AN-LM: Mais les doit mettre en sauue garde *desqes atant* qil **sache** (S: 3rd sg. Subj.Pr.) lour volunte.

(95) ALfo yf a shyp departe fro Bur=dews or another place laden / it chau(n)ceth so(m)tyme that it wracketh / and *the moost part* of the goodes that **may be** (M15) is saued [4]

MF: Item vne nef se part de bourdeaulx ou daultre part chargee / il aduient aucuneffois que la nef sempire / lon sauue *le plus* que **lon peult** (I.LXXXVI: 3rd sg. Ind.Pr.)<sup>32</sup> des denrees.

AN-LH: \ct// Vne Nef se part de Burdeux ou aileurs. il auient ascune foiz qele sempire lem sauue *le plus* q(e) **lem peut** (I: 3rd sg. Ind.Pr./Ind.Imp./Ind.PasséSimp.) des vins (et) des autres darrees

AN-LM: \ // // Vne nief se parte de Burdeaux ou aillours. il auient ascunefoiz qe ele sempire. Lem sauue *le plus* qe **lem poet** (I: 3rd sg. Ind.Pr./Ind.Imp./Ind.PasséSimp.) des vins (et) des autres darreis

31. Note the use of a temporal clause in the MF and AN texts.

32. The MF and AN texts use a comparative clause.

- (96) and the mayster shal haue his freyght / as yf he had saued (the) goodes, and the freyght of (*the*) *sayd goo=des* that be saued (A40) ought to be rekened pou(n)de by pounce, (and) the goodes to pay the part of *the costes* that were done (A41) in sauynge of the said goodes, (and) yf so were that the mayster and the marchautes do promyse to *folke* that shuld helpe (M16) to saue the shyp and goodes, to haue the thyrde parte or half by the(m) so saued *for the peryll* (that) **they be** (A42) **in** / the iustyce of the countre ought well to regarde what labour and payne they haue done in (the) sauynge and after that payne (not contentyng (the) promysse made by (the) sayd may=ster (and) maryners) to rewarde them. [4]

MF: Et aura le maistre son fret de tant co(m)e il aura des de(n)rees sauuees. Et doit le fret *desdictes denrees* q(ui) **sont sauuees** (I.LXXXVII: 3rd pl. Ind.Pr. passive) estre co(m)te tout liure a liure (et) les de(n)ress a payer so(n) aduena(n)t *des coustz* qui auroient este mis (C.IV: 3rd pl. Cond.Passé passive) esd(ictes) denrees sauuer. Et se ainsi estoit que le maistre (et) les marcha(n)s p(ro)missent aux *ge(n)s* q(ui) **leur ayderoie(n)t** (C.V: 3rd pl. Cond.Pr.) a sauuer la nef (et) lesdictes denrees la tierce partie ou la moitie desdictes de(n)rees qui pourroient estre sauuees pour *le peril* ou ilz so(n)t (I.LXXXVIII: 3rd pl. Ind.Pr.) la iustice du pays doit bien garder q(ue)lle peine (et) quel labeur ilz auro(n)t mis a les sauuer / et selon celle peine non co(n)tenant celle promesse que lesdictz maistres et marchans leur auroie(n)t faicte les guerdo(n)ner.

AN-LH: no corresponding text

AN-LM: no corresponding text

- (97) But yf the shyp were *i(n) a place* where it were ankered (SW3) with two or thre cables they may well go out without the maysters leaue / leuynge some of the mary=ners to kepe the shyppe and goodes / and they to come betyme to the shyppe and yf they tary longe they oughte to make amendes yf they haue wherwith [5]

MF: Mais se la nef estoit *en lieu* ou elle estoit ancree (I.LXXXIX: 3rd sg. Ind.Imp. passive) de deux amarees ou d(e) trois ilz peue(n)t bie(n) yssir sans le co(n)gie du maistre laissant vne p(ar)tie desditz mariniers a garder la nef (et) les de(n)rees a eulx reuenir par temps en leur nef (et) se ilz estoie(n)t en demeure ilz les doie(n)t ame(n)der silz ont parquoy.

AN-LH: \\\Mais si la nef estoit *en lieu* ou ele se fut amarree (A: 3rd sg. Ind.Passé.Ant./Subj.Plus-que-Parf.) de q(ua)tre amarrees il †p\*ont† bien issir hors// (et) reuenir p(ar) temps a lour Nef.

AN-LM: no corresponding text

- (98) and ought to puruey hym of *suche meat* as is vsed (I37) *i(n) the shyp* (that) is to wyte as moche as he toke whan he was in helth / and nomore but yf the mayster wyll. [7]

MF: et si luy doit pour=ueoir de *telles via(n)des* co(m)me len vse (A.XXXV: 3rd sg. Ind.Pr./Subj.Pr.) en la nef Cest assauoir auta(n)t comme il prenoit qua(n)t il estoit en sante ne rien plus sil ne plaist au maistre :

- AN-LH: Et li deit p(ur)ueier de *tele viaunde* cu(m) **lou use** (A: 3rd sg. Ind.Pr./Subj.Pr.) en la Nef cest asau(er) de †t†au(n)t come il p(ri)st en sau(n)te (et) rien plus si ne li plest.
- AN-LM: Et il li deit p(ur)ueier de *tele viande* come **lem vse** (A: 3rd sg. Ind.Pr./Subj.Pr.) en la nief. Cest assau(er) de taunt come il p(ri)st en sauncte (et) ren plus si ne lui plest.
- (99) (the) maister ought to say. mates it behoueth to cast ouer these goodes to saue the shyp, (and) yf there be *any marchau(n)t* (that) **wyll answeere** (A43, W11) (and) **wyl** (A44, W12) the contrary of the castyng ouer by theyr reasons (and) **wyll not agre** (A45, W13) / the mayster neuertheles ought not to leue but cast ouer so moch as he shal se nede [8]
- MF: le maistre doit dire. Seigneurs il co(n)=uie(n)t ietter hors ces de(n)rees po(ur) sauluer la nef et sil nya *nulz marcha(n)s* qui **respo(n)dent** (A.XXXVI: 3rd pl. Ind.Pr./Subj.Pr.) leurs voule(n)tes : et **gree(n)t**<sup>33</sup> (A.XXXVII: 3rd pl. Ind.Pr./Subj.Pr.) le git bien les raisons au maistre sont pl(us) clers ou maistre / silz **ne greent** (A.XXXVIII: 3rd pl. Ind.Pr./Subj.Pr.) le maistre ne doit mie pource laisser q(ui)l ne iet[t]eroit tant q(ui)l verroit que bien seroit
- AN-LH: le Mestre est tenu de dire as Marchaunz / seign(ur)s no(us) ne pouns eschap(er) saunz gettre des vins ou des darres les Marchauns si en .j. a **respoundrent** (I: 3rd pl. Ind.Fut.Simp.)<sup>34</sup> lour volunte (et) **greent** (A: 3rd pl. Ind.Pr./Subj.Pr.) bien le getisoun p(ar) auenture les resouns del Mestre sont plus cleres. Et sil **ne greent** (A: 3rd pl. Ind.Pr./Subj.Pr.) le Mestre ne deit pas lesser p(ur) ceo kil ne gette taunt qil verra qe bien soit
- AN-LM: Le mestre est tenuz de dire as Marchaunz Seignurs no(us) ne pooms eschaper sanz iette des vÿns ou des darreis. Les Marchaunz si en vn **respoundrent** (I: 3rd pl. Ind.Fut.Simp.) lo(ur) volunte (et) **greent** (A: 3rd pl. Ind.Pr./Subj.Pr.) bien le getisoun par auenture. Les resouns del mestre sont plus clers. Et silz **ne greient** (A: 3rd pl. Ind.Pr./Subj.Pr.), le mestr(e) ne doit pas lesser por ceo <sup>s</sup> qil ne iette taunt qil v(er)ra qe bien soit
- (100) He (and) the thyrd part of his felowes makyng theyr othes on (the) holy gospel wha(n) they be come to the right place of theyr dyscharge that he dyd it for to saue the body of the shyp (and) *the other goodes* (that) **is** (I38) yet in it, (and) *the wynes* that **were caste ouer** (A46) ought to be praysed at the valu of *them* that **be come** (A47) sauf [8]
- MF: iura(n)t luy et le tiers de ses co(m)paignons sur la sai(n)cte euangille de dieu qua(n)t il venoit a sa droicte voye descharger quil le faisoit pour sauluer le corps de la nef (et) aussi *les aultres de(n)rees* q(ui) encores y **sont** (I.XC: 3rd pl. Ind. Pr.) / et *les vins* qui **seront gettez** (I.XCI: 3rd pl. Ind.Fut.Simp. passive) doiuent estre prisagez au feu de *ceulx* qui **seroyent venus** (C.VI: 3rd pl. Cond.Passé) a sauluete.
- AN-LH: soit juraunt \†sart†/ le tiers de ses compaignons sur les seinz eu(ua)nglies q(ua)nt il

33. The reading of the French texts is opposite to the one expressed in the eMnE translation.

34. The form employed in both AN texts is unknown to the *Anglo-Norman Dictionary* and to the *Dictionnaire du Moyen Français*. It is closest to a future form, which would also be compatible with the fact that the surrounding text is couched in the present tense, and is therefore assumed to represent the future indicative.

serra venuz a sauue te al tere kil ne fesoit mes p(ur) sauu(er) les corps (et) la Nef (et) les darres (et) les vins. *sels q(i) serrount gete* (I: 3rd pl. Ind.Fut.Simp. passive) hors de yuent estre ap(ri)sagez a foer de *ceux q(i) serrount venuz* (I: 3rd pl. Ind.Fut.Ant.) a sauue te (et) serrount venuz (et) p(ar)tis liuere a liuere entre les M(a)rchaunz.

AN-LM: iurant le tiers de ses compaignouns sur les seintz eu(ua)ngelies quant il s(er)ra venuz a sauue te a la t(er)re / qil nel fesoit mes por sauuer les corps (et) la nef (et) les darres / (et) les vȳns / *ceux qi sount iettez* (I: 3rd sg. Ind.Pr. passive) hors; de iuent estre as prisages a foer de *ceux qi s(er)rount venuz* (I: 3rd pl. Ind.Fut.Ant.) a sauue te

- (101) SO may chau(n)ce (that) the may=ster must cut of his maste by force of wether / but he ought to cal *the marchau(n)tes* that **owe** (A48) the goodes / if any of them be ther [9]

MF: Sil aduie(n)t que le maistre coupe son mast po(ur) force de temps / il doit appeller *les mar=chans qui ont* (I.XCII: 3rd sg. Ind.Pr.) les denrees en la nef sil y en a nul

AN-LH: no corresponding clause

AN-LM: no corresponding clause

- (102) WHen a shyppe cometh saufe to the ryght dyscharge (the) mayster sholde shewe the marchauntes *the ropes* that **they haue** (A49) to hoise withal. [10]

MF: Item vng maistre dune nef vient a sauue te a sa droicte descharge il doit monstrier aux marchans *le cordaige auquel il guindera* (I.XCIII: 3rd sg. Ind.Fut.Simp.) /

AN-LH: \ct// Vn Mestre dune Nef vient a sauue te a sa descharge il deit moustrer a Marchaunz *les cordes oue quei il gindera* (I: 3rd sg. Ind.Fut.Simp.)

AN-LM: \ // // Vne mestre dune nef vint a sauue te a sa descharge; il deit moustrer as Marchanz *les cordes oue quei il gindera* (I: 3rd sg. Ind.Fut.Simp.).

- (103) that is to wyte *the marchau(n)t* that **oweth** (I39) the wyne onely / (and) the may=ster and the maryners. [10]

MF: cest assauoir *le marchant a qui le vin sera* (I.XCIV: 3rd sg. Ind.Fut.Simp.) tant seulement et le maistre et les mariniers.

AN-LH: cest asau(er) *les Marchau(n)z a ki les vins serrount* (I: 3rd pl. Ind.Fut.Simp.) taunt seulement.

AN-LM: Cest assauer *les Marchaunz a qi les vins sount* (I: 3rd pl. Ind.Pr.) tant seulement.

- (104) The mayster sayth nay, and yf he wyll swere (and) .iii. or .iiii. or half a dosen of his maryners or *any of them* whiche **the marchau(n)tes wyll** (A50, W14) (that) the wyne was not lost by theyr defaut nor by theyr take=lyng as the marchau(n)tes put on them / they ought to be quyt. [11]

MF: le maistre dit que non Se le maistre peut iurer luy (et) ses mariniers soie(n)t trois quatre ou six / ou de *ceulx que les marchans voudroient* (C.VII: 3rd pl. Cond.Pr.) / que les vins ne per=dire(n)t par eulx ne par leur futaille ne par le(ur) deffault co(m)me les marchans leur mette(n)t sus ilz doiuent estre quittes (et) deliures.

AN-LH: Le Mestre dit q(e) nou(n) fist. Si le Mestre poet iurer li (et) ses troÿs co(m)paignouns ou quatre de *ceux qe les Marchaunz eslirunt* (I: 3rd pl. Ind.PasséSimp.) q(e) les vins ne se

p(er)dirent pas pur lur fuistaile come les Marchau(n)z lur mettent sus il en deÿuent estre quites (et) deliueres.

AN-LM: Le mestr(e) dit q(e) noun fist. Si le mestre poet iurer li (et) ses trois compaigno(n)s ou quatre de *ceux qi les Marchauntz eslirent* (I: 3rd pl. Ind.PasséSimp.) <sup>s</sup> qe les vins ne se p(ar)dirent pas pur lor fustail come les Marchaunz lo(ur) mettent sus; ils endeüent estre quites (et) deliures.

- (105) The custome of Brytayne is / *all they that be taken* (A51) syth they pas the yle of bas, and be paiuz la main. [13]<sup>35</sup>

MF: La coustume de bretagne est. *to(us) ceulx que len pre(n)t* (I.XCV: 3rd sg. Ind. Pr.) depuis que len passe lisle de bas et len soit paiuz la main.

AN-LH: e la coste de Bretagne *touz ceux qe lem prent* (I: 3rd sg. Ind.Pr.) pus q(e) lem ad passe les debat3 ou sunt petit lodmaun3.

AN-LM: (et) la coste de Bretagne *tuz ceux qi lem prent* (I: 3rd sg. Ind.Pr.) puis qe lem ad passe les debat3 ou sount petiz Lodmans.

- (106) IF varyau(n)ce fal bytwene the mayster of a shyp and the maryners / the mayster ought to take *the towel* a=waye *that is* (I40) afore (the) maryner or he put hym out, (and) yf (the) maryner offre to make amendes at the agrement of *his mates that be* (A52) at the table, (and) the mayster wyll not but putteth hym out, the maryner may folowe the shyp tyll it come to the ryght dyscharge [14]

MF: Si contens se siect entre le maistre dune nef et les mariniers / le maistre doit oster *la touaille* trois fois deua(n)t son marinier aua(n)t que le mettre hors. Et se le marinier se offre a faire lame(n)de au regarde *des mariniers qui sont* (I.XCVI: 3rd pl. Ind.Pr.) a table. Et se le maistre est tel quil nen vueille rien faire et le met hors / le marinier sen peult aller suyure de la nef iusques a sa droicte descharge /

AN-LH: \\ct// Contek si fet en vne Nef entre le Mestr(e) (et) ses Mariners le Mestre deit ouster *la towaille* deuaunt ses Marin(er)s trois foitz auaunt q(e) il les [*menge/comaunde*] hors. Et \ si/ le Marin(er) ofre a fere les amendes a la gard *des Marin(er)s q(i) sont* (I: 3rd pl. Ind.Pr.) a la table. Et le Mestre soit taunt cruel kil ne voile rien fere (et) le met hors le marin(er) se poet aler (et) seure la Nef ieq(e)s al descharge.

AN-LM: \\ // // Contek fet en vne nief entre le mestr(e) (et) ses mariner. Le mestre doit ouster *la towaille* deuant ses Mariners trois foiz auant qil les meigne hors. Et le Mariner offre a faire les amendes a la garde *des Mariners / qi sont* (I: 3rd pl. Ind.Pr.) a la table. Et le mestre soit taunt cruel quil ne voile ren faire (et) le met hors. Les Mariner se poet aler (et) suivre la nief desqes al charge

- (107) IT maye so be that as a shyp lyeth ankered at rode / ano=ther shyp cometh out of the see, (and) by mysgyudyngge hyt=teth agaynst *the shyp that is* (I41) in the way, so that (the) shyp is damaged w(ith) *the stroke that the other shyp gaue* (I42) it [15]

35. Despite the fact that the text of Article 13 is impossible to follow due to some copying or translation mistakes, the grammatical structure at this particular point is transparent. Therefore, I decided to include it in my analysis.

- MF: Item vne nef est en vng cours liee (et) ma=ree vne aultre nef vient dehors de la mer et ne se gouuerne mie bien / et se fiert a la nef q(ui) est (LXCVII: 3rd sg. Ind.Pr.) en sa voye / si que la nef est do(m)maigee du coup que lautre nef luy a do(n)ne (LXCIII: 3rd sg. Ind.PasséComp.)
- AN-LH: \ct// Vne Nef est en vn cuuers amarre / (et) hastant de sa Marree / vn autre Nef crest en sa pees / la Nef est adamage du coup q(e) lautre li doune (I: 3rd sg. Ind.Pr.).
- AN-LM: \ // // Vne nief est en vne Cuuers amarre (et) hastant de sa marre. Vn autre nef crest [de/en] sa pees. La nief est a damage du coup qe lautre li doune (I: 3rd sg. Ind.Pr.)
- (108) (and) the mayster of *the shyp* (that) **hyt** (A53) the other muste swere on a boke / (and) his marchantes w(ith) hym (that) he dyd it not with his wyll. [15]
- MF: (et) le maistre de la nef qui a feru (LXCIX: 3rd sg. Ind.PasséComp.) lautre est tenu a iurer sur saintes euangilles luy et ses mar=chans quilz ne le firent mie de leur gre.
- AN-LH: Le Maistre de la Nef qe ad feru (I: 3rd sg. Ind.PasséComp.) lautre est tenuz a iurir li (et) ses Mariners kil ne firent pas de gre
- AN-LM: Le mestre de la nief qad feru (I: 3rd sg. Ind.PasséComp.) lautre est tenuz a iurer li (et) ses mariners<sup>s</sup> qil ne firent pas de gree
- (109) ¶ *The reason why this iugement was made* (I43) is, (that) an olde ship wyllngly lyeth not in the waye of a better / so ferforth as it kno=weth not to damage it by greuyng, but whan it knoweth wel that it must part by halfe it wyll passe by out of the way [15]
- MF: Et est *raison pourquoy ce iugement fut fait* (A.XXXIX: 3rd sg. Ind.PasséSimp. passive/Subj.Imp. passive). Premièrement que vne vieille nef ne se met mye voule(n)tiers en la voye dune meilleure si auant quelle endommaige chose pour greuer la nef / mais qua(n)t elle scait bien quelle y doit partir iusques a la moytie elle se tre(n)che volentiers hors de sa voye.
- AN-LH: (et) est *resoun p(ur) quei cest iugement est fet* (I: 3rd sg. Ind.Pr. passive) si \encý/ est q(e) vne viele Nef se mist volunters en la voie a vne meilure si ele touz ses damages p(ur) guider au(er) lautre Nef. mes q(ua)nt ele siet qele doit p(ar)tir la moite ele se voit volunt(er)s de la voie
- AN-LM: (et) est *resoun por qui cest iugement est fait* (I: 3rd sg. Ind.Pr. passive). si est qe vne vieille nief se mist volunt(er)s en la voie a vne meilloure si ele touz ses damages por guider au(er) lautre nief. Mais quant ele siet qele doit partir la moite ele se voit volunt(er)s de la voie.
- (110) And yf they wyll not remeue it, *the mayster and his ma=rynes* that **myght haue** (M17) the damage may take it vp and set it ferther frome them [16]
- MF: (et) ilz ne veulent mie lener<sup>36</sup> le maistre (et) ses mariniers qui pourront partir (Inf. with *pouvoir*.III [3rd pl. Ind.Fut.Simp.]) du do(m)maige le peuent leuer et eslongner deulx
- AN-LH: no corresponding clause
- AN-LM: no corresponding clause

36. This is clearly a typo for the verb *lever*.

- (111) they ought to set *markes* at theyr an=kers **that may playnely be sene** (M18) about the water. [16]  
 MF: il3 sont tenus de mettre *aloingnes* a leurs an=cres **qui apparoissoient** (I.C: 3rd pl. Ind.Imp.) au plain de la mer.  
 AN-LH: il su(n)t tenuz al Maistre *Balinges (et) ancres* **qe ne p(ar)igent** (S: 3rd pl. Subj.Pr.) au plein.  
 AN-LM: ils sount tenuz al maistre *Balynges (et) ancres* **qe ne p(ar)igent** (S: 3rd pl. Subj.Pr.) au plein.
- (112) And yf so be that they freyght it with marchau(n)dyce / *suche fraunchyse as the maryner hath* (I44) ought the marchau(n)te to haue. [18]  
 MF: et se ainsi est quil le fretegent es marchans *telle fra(n)chise co(m)me le marinier aura* (I.CI: 3rd sg. Ind.Fut.Simp.) doit auoir le marchant.  
 AN-LH: Et si ensi est qe eux se fregettent as Marchaun3 *\tiele franchise comes les marin(er)s auent* (I: 3rd pl. Ind.Imp.) doit estr(e) as Marchau(n)3/  
 AN-LM: no corresponding text
- (113) A Shyp cometh to discharge, the maryners wyll haue theyr fyn=dyng / *some there be that haue* (A54) neyther bed nor caben in the shyp [19]  
 MF: Une nef vie(n)t a deschar=ge les mariniers veulent auoir leur fret *au=cuns* ya **qui nont** (I.CII: 3rd pl. Ind.Pr.) mie lit ne arche en la nef  
 AN-LH: \ct// Vne Nef vient a descharge. les Marin(er)s voilent au(er) lur louwers. Et ilia *acuns* **qe ne out** (I: 3rd pl. Ind.Pr.) lith ne arche louns  
 AN-LM: \ // // Vne nief vint a descharge. Les marin(er)s voillent auer lour lowers. Et ili out *ascuns* **qi ne out** (I: 3rd pl. Ind.Pr.) lith ne arche lei(n)3
- (114) Aljo the mayster of a shyppe hyreth his mariners in the *towne that is* (I45) of some of theyr owne fyndyng, and other at his costes. [20]  
 MF: Le maistre dune nef loue ses mari=niers en *la ville do(n)t la nef est* (I.CIII: 3rd sg. Ind.Pr.) et les loue les vngs a mareage les aultres a deniers  
 AN-LH: \ct// Le Mestre dune Nef lowe ses Marin(er)s de *la vile dount la Nef est* (I: 3rd sg. Ind. Pr.) les vns a Mareage les autres a deniers  
 AN-LM: \ // // Le mestre dun nef lowe ses marin(er)s de *la ville dount la nief est* (I: 3rd sg. Ind. Pr.) les vns a mariage les autres a deners.
- (115) *They (that) fynde* (A55) them selfe ought to folowe hym / but *they that be* (A56) at his costes he oughte to reyse theyr wages [20]  
 MF: *ceulx qui sont* (I.CIV: 3rd pl. Ind.Pr.) a mareage le doiuent suiure / mais *ceulx qui sont* (I.CV:3rd pl. Ind.Pr.) a deniers le maistre leur doit cro[i]stre loyer  
 AN-LH: *Ceux qi sont* (I: 3rd pl. Ind.Pr.) a Mareage la dejuent suivre. Mes *ceux qi sont* (I: 3rd pl. Ind.Pr.) a deniers le Mestre est tenuz a lur crestre lour lowers  
 AN-LM: *ceux qi sont* (I: 3rd pl. Ind.Pr.) a mariage la deiuent suivre. Mais *ceux qi sont* (I: 3rd pl. Ind.Pr.) deners, le mestre est tenuz lour crestre / lour lowers
- (116) Of *suche meate as is* (I46) in the Shyppe / two of the maryneres maye beare to shore *a mea=se or an halfe mease* / *suche as they be cut* (A57) in the shyppe,

and *suche breade* as they haue (A58), as they may ete (M19) at one tyme but no drynke. [21]

MF: de *telle cuisine* **il au=ra** (I.CVI: 3rd sg. Ind.Fut.Simp.) en la nef. deux des mariniers en peuvent porter *vng metz a la mer demi metz* tel comme ilz sont trenches (I.CVII: 3rd pl. Ind.Fut.Simp. passive) en la nef. et *tel pain* comme il aura (I.CXVIII: 3rd sg. Ind.Fut.Simp.) selon ce quilz pourront menger (Inf. with pouvoir.IV [3rd pl. Ind.Fut.Simp.]) a vne fois. (et) du bruuage rien.

AN-LH: de *tel Cusine* kil au(er)a (I: 3rd sg. Ind.Fut.Simp.) en la Nef les .ij. Mariners poent enport(er) *vn mes*. [~~mes taunt cum~~/dementrest] **ils s(er)rent trenchez** (I: 3rd pl. Ind.Fut.Simp. passive) en la Nef. Et *tel pain* cum il i auera (I: 3rd sg. Ind.Fut.Simp.) il endeient au(er) solu(n) ceo qil porrunt mang(er) (Inf. with *poer* [3rd pl. Ind.Fut.Simp./Ind.PasséSimp.]). Et de beuierage en deüent eux rien au(er)

AN-LM: de *tele cuyisine* qil au(er)a (I: 3rd sg. Ind.Fut.Simp.) en la nief. Les deux Mariners poent enport(er) *vn Mies. Mais taunt* come ils s(er)rout trenchez (I: 3rd pl. Ind.Fut.Simp. passive) en la nief. Et *tel pain* come il y auera (I: 3rd sg. Ind.Fut.Simp.); il endeient auer solom ceo quil p(ur)rout manger (Inf. with *poer* [3rd pl. Ind.Fut.Simp.]). Et de beuierage endeient eux ren auer

(117) IF a mayster freght his shyp to a marchau(n)t / and set a *cer=tayne terme / w(ith)in the which the marchaunt sholde lade* (M20) / redy to departe / yf the mar=chau(n)t dothe it not / but kepeth (the) may=ter and his maryners by the space of .x or xv. dayes or more / so(m)tyme he leseth his wetherynge (and) tyme, by defaute of the marchaunt / the marchaunt is hol=den to make the mayster ame(n)des. And of *suche amendes* as the mayster hath (I47) the mariners ought to haue the fourth parte / (and) the mayster the other .iii. p(ar)tes, bycause he fyndeth theyr expence. [22]

MF: Ung maistre frete sa nef a vng marchant deuisse *vng certain terme* loyaument dedens qua(n)t le marchant doit charger (Inf. with devoir.III [3rd sg. Ind.Pr./Subj.Pr.]) la nef a estre preste a sen aller / le marchant ne se fait ains tie(n)t le maistre et ses mariniers par l'espace de viii. iours ou de xv. ou de plus aucuneffois il pert sa muaison en son te(m)ps par defaulte du marchant. Le marchant est tenu a amen=der au maistre. Et *telle amende* co(m)e le mai=stre aura fait (I.CIX: 3rd sg. Ind.Fut.Ant.) les mariniers en doient auoir le quart / et le maistre les trois pars par rai=son quil leur treuve leurs despens.

AN-LH: \ct// Vn Mestre frette sa Nef a vn Marchau(n)t (et) est deuisse entre eux (et) mis *vn t(er)me* bonement / deux deux (et) le Marchaunt nel tient pas einz tient la Nef (et) les marin(er)s p(ar) l'espace de .xv. iours ou plus (et) acune foi3 enp(er)t le Mestre soun temps (et) sa messiou n p(ar) dafaute de Marchau(n)t le marchau(n)t est tenu3 al amender a le Mestre. Et en *cel* amender q(i) serra fet (I: 3rd sg. Ind.Fut.Simp. passive) le [~~Marchaunt~~/Mariners] j deüent p(ar)tir le quart (et) le Mestre les trois p(ar)ties p(ar) la resoun qil troeue les coustes.

AN-LM: \ // // Vn mestr(e) frette sa nief a vn Marcha(n)t (et) est deuisse entre eux / (et) mis *vn t(er)me* bonement de eux / (et) le Marchaunt ne tint pas einz tut la nief (et) les Mariners

par lespace de .xv. io(ur)s ou pl(us) (et) ascunefoiz enp(ar)t le mestr(e) son temps. (et) sa messioun par default de Marcha(n)t Le Marchaunt est tenuz al amender al mestr(e). Et en *tele manere qeī s(er)ra fet* (I: 3rd sg. Ind.Fut.Simp. passive), le Marchant y deiuie partir le q(ua)rt (et) le mestre les trois parties par reson qil troeue les coustes.

- (118) And when the shyp cometh to the ryght dyscharge *the wyne that (the) may=ster hath so take(n)* (I48) ought to be prayd *after the rate as the other shall be solde* (M21) comonly (and) neyther more nor lesse. And the mayster ought to haue his freyght of *the wyne that he hath taken* (I49). [23]

MF: et qua(n)t la nef sera venue a sa droicte descharge *les vins que le maistre aura prins* (I.CX: 3rd sg. Ind.Fut.Ant.) doiuie(n)t estre affeures et mis au *feur que les aultres seroient vendus* (C.VIII: 3rd pl. Cond.Pr. passive) co(m)muneme(n)t ne a plus ne a moins. Et doit le maistre a=uoir son fret des *vins qui aura prins* (I.CXI: 3rd sg. Ind.Fut.Ant.).

AN-LH: Et q(ua)nt la Nef serra ariue a droite descharge *les vins qe le Mestre auera pris* (I: 3rd sg. Ind.Fut.Ant.) deÿuent estre a *foir mis qe les autres serrount venduz* (I: 3rd pl. Ind.Fut.Simp. passive) ne a greindre foir ne a menour. Et deit le Mestre auoir soun fret de *ceux vins cu(m) il prendra* (I: 3rd sg. Ind.Fut.Simp.) des autres.

AN-LM: Et q(ua)nt la nief serra ariue a droite descharge *les vins qe le mestre auera p(ri)s* (I: 3rd sg. Ind.Fut.Ant.) deiuie(n)t estre a *foer mis qe les autres s(er)rount venduz* (I: 3rd pl. Ind.Fut.Simp. passive) ne a greindre feor ne a meindre. Et doit le mestre auer soun fret de *ceux vyns / come il prendra* (I: 3rd sg. Ind.Fut.Simp.) des autres

- (119) and yf it chaunce (that) one of them perysshe / bothe men / gynnes (and) other thi(n)ges / (and) the other scapeth (and) cometh sauf to shore / (the) fre(n)des of *hym (that) is* (I50) deed asketh parte of *(the) gayne (that) thei haue made* (A59) / of (the) gynnes / heryng / (and) vessell. They shal haue parte (and) gayne of (the) gyn(n)es (and) heryng, by the othes of *them (that) be scaped* (A60). [25]

MF: Et sil aduient que dieu face sa volente dun des vaisseaulx de la gent / et des engins et des aultres choses lun seschappe et vient a sauuete. Il est ainsi que les a=mis *diceluy q(ui) est* (I.CXII: 3rd sg. Ind.Pr.) mort leur dema(n)de(n)t a auoir partie du *gaing quilz ont fait faict* (I.CXIII: 3rd pl. Ind.PasséComp.) ta(n)t es engins que es harencz et au vaissel. Ilz auront leur partie et leur gaing des engi(n)s et des harencz par le serment de *ceulx qui seront eschapez* (I.CXIV: 3rd pl. Ind.Fut.Simp. passive)

AN-LH: no corresponding text

AN-LM: no corresponding text

- (120) and the marchau(n)tes must paye the freyght of the .ii. pypes / bycause they shal be payed *at the pryce that other be solde* (A61). [26]

MF: Et les marcha(n)s doiuie(n)t payer le fret des deux tonneaulx par raison que on leur doit payer au feur des *aultres qui sont ven=dus* (I.CXV: 3rd pl. Ind.Pr. passive).

AN-LH: no corresponding text

AN-LM: no corresponding text

### A.3.3.2 eMnE nominal relative clauses (Sections 4.3.3.2 and 6.3.3.2)

(121) the iustyce of the countre *ought well to regarde* **what labour and payne they haue done** (A) in (the) sauynge and after that payne (not contentyng (the) promysse made by (the) sayd may=ster (and) maryners) to rewarde them. [4]

MF: la iustice du pays *doit bien garder* q(ue)lle **peine (et) quel labour ilz auro(n)t mis** (I: 3rd pl. Ind.Fut.Ant.) a les sauuer / et selon celle peine non co(n)tenant celle promesse que lesdictz maistres et marchans leur auroie(n)t faicte les guerdo(n)ner.

AN-LH: no corresponding text

AN-LM: no corresponding text

(122) And yf the shyppe be redy to departe it ought not to tary for hym / and yf he recouer to haue hys hyre in paynge and *rebatynge* **that the mayster layde out** (I) for hym. [7]

MF: et se la nef estoit preste a se(n) partir elle ne doit mie demourer pour luy. sil guerist il doit auoir son loyer ta(n)t en loyer co(m)peta(n)t (et) *rabata(n)t* **le fret se le maistre lui a fait** (I: 3rd sg. Ind.PasséComp.)

AN-LH: no corresponding clause

AN-LM: no corresponding clause

## A.3.4 eMnE nominal clauses (Sections 4.3.4 and 6.3.4)

### A.3.4.1 eMnE nominal clauses functioning as a subject (Sections 4.3.4.1 and 6.3.4.1)

(123) ALso yf a shyp departe fro Bur=dews or another place laden / *it chau(n)ceth* so(m)tyme **that it wracketh** (I51) / and **the moost part of the goodes** that may be **is saued** (I52) / **the marchau(n)tes (and) the may=ster be** (A62) at gret stryfe, (and) **the marchau(n)tes aske** (A63) theyr goodes of (the) mayster. [4]

MF: Item vne nef se part de bourdeaulx ou daultre part chargee / *il aduient* aucunefois **que la nef sempire** (A.XI: 3rd sg. Ind.Pr./Subj.Pr.) / **lon sauue** (A.XLI: 3rd sg. Ind.Pr./Subj.Pr.) le plus que lon peult des denrees. **Les marcha(n)s (et) le maistre sont** (I.CXVI: 3rd pl. Ind.Pr.) en gra(n)t debat (et) **dema(n)de(n)t les marchans** (A.XLII: 3rd pl. Ind.Pr./Subj.Pr.) a auoir du maistre leurs denrees

AN-LH: \ct// Vne Nef se part de Burdeaux ou aileurs. *il auient* ascune fois **qele sempire** (A: 3rd sg. Ind.Pr./Subj.Pr.) **lem sauue** (A: 3rd sg. Ind.Pr./Subj.Pr.) le plus q(e) lem peut des vins (et) des autres darrees **les Marchaunz \ (et) le mestre/ sont** (I: 3rd pl. Ind.Pr.) en g(ra)nt debat / (et) **demau(n)dent les Marchaunz** (A: 3rd pl. Ind.Pr./Subj.Pr.) de Mestre au(er) lour deniers.

AN-LM: \ // // Vne nief se parte de Burdeaux ou aillours. *il auient* ascunefois **qe ele sempire** (A: 3rd sg. Ind.Pr./Subj.Pr.) **Lem sauue** (A: 3rd sg. Ind.Pr./Subj.Pr.) le plus qe lem poet des vins (et) des autres darrees / **Les Marchauntz sont** (I: 3rd pl. Ind.Pr.) en graunt debat / (et) **demaudent les Marcha(n)z** (A: 3rd pl. Ind.Pr./Subj.Pr.) de mestre auoir les deners

(124) (and) yf so were **that the mayster and the marchauntes do promyse** (A64) to folke that shuld helpe to saue the shyp and goodes, to haue the thyrdre parte or half by the(m) so saued for the peryll (that) they be in / the iustyce of the countre ought well to regarde what labour and payne they haue done in (the) sauynge and after that payne (not contentyng (the) promysse made by (the) sayd may=ster (and) maryners) to rewarde them. [4]

MF: Et se ainsi estoit **que le maistre (et) les marcha(n)s p(ro)missent** (S.IX: 3rd pl. Subj.Imp.) aux ge(n)s q(ui) leur ayderoie(n)t a sauuer la nef (et) lesdictes denrees la tierce partie ou la moitie desdictes de(n)rees qui pourroient estre sauuees pour le peril ou ilz so(n)t la iustice du pays doit bien garder q(ue)lle peine (et) quel labeur ilz auro(n)t mis a les sauuer / et selon celle peine non co(n)tenant celle promesse que lesdictz maistres et marchans leur auroie(n)t faicte les guerdo(n)ner.

AN-LH: no corresponding text

AN-LM: no corresponding text

(125) IF it chaunce (**that**) **any maryner be taken**<sup>37</sup> (S58) with sekenesse i(n) the ship doynge seruice therto be belongyng, (the) maister ought to set hym out of the shyp [7]

MF: Quant il aduient **que aucune maladie pre(n)t** (I.CXVII: 3rd sg. Ind.Pr.) vng des mariniers de la nef en faisant le seruice de la nef : le maistre le doit mettre hors de ladicte nef

AN-LH: \ct// Il auient q(e) maladie enprent (I: 3rd sg. Ind.Pr.) a vn des compaignou(n)s ou a deus ou a troÿs \en fesanz lur s(er)uice de la nef/ il ne poet pas taunz estre malades en la Nef li Mestre li doit mettre hors

AN-LM: \ // // Il auient qe maladie enprent (I: 3rd sg. Ind.Pr.) a vn des compaignouns / ou a deux / ou a trois. (et) il ne poet pas taunz estre malades en la nief <sup>s</sup> le mestre li doit mettre hors

(126) ALso a shyp is freyght to goo to London or els where / and chau(n)ceth (**that**) **tourment taketh** (I53) it i(n) the see / (and) it can not escape but yf the goodes be cast out [8]

MF: ITem vne nef est chargee a aller bordeaulx ou en aultre lieu et ad=uie(n)t q(ue) **tourme(n)t la pre(n)t** (I.CXVIII: 3rd sg. Ind.Pr.) en la mer / et q(ue)lle ne peut eschaper sa(n)s getter les de(n)rees de la nef :

AN-LH: \ct// Vne Nef charge a Burdeux ou aillours (et) avent chose q(e) torment la prent (I: 3rd sg. Ind.Pr.) en la Mer (et) q(e) il ne poent eschap(er) saunz gettre darres (et) des vins. le Mestre est tenu de dire as Marchaunz / seign(ur)s no(us) ne pouns eschap(er) saunz gettre des vins ou des darres

AN-LM: \ // // Vne nief charge a Burdeaus ou aillours / (et) auient vne chose qe turment la prent (I: 3rd sg. Ind.Pr.) en la mier / (et) quil ne poont eschaper san iette darreis (et) des vÿns

(127) SO may chau(n)ce (**that**) **the may=ster must cut** (M22) of his maste by force of wether [9]

37. I adopt the subjunctive interpretation here, i.e. I assume that the singular is meant, on the basis of the use of *hym* further on in the sentence referring back to “any maryner”.

- MF: **Sil aduie(n)t que le maistre couppe** (A.XLIII: 3rd sg. Ind.Pr./Subj.Pr.) son mast po(ur) force de temps /
- AN-LH: \ct// **Il auient q(e) le Mestre dune Nef coupe** (A: 3rd sg. Ind.Pr./Subj.Pr.) soun mast p(ar) force del temps;
- AN-LM: \ // // **Il auint qun mestre dun nief cope** (A: 3rd sg. Ind.Pr./Subj.Pr.) son mast par forte del temps.
- (128) And yf **so be (that) the mayster take not in** (S59) as good a ma=ryner as he, and **the shyppe by chau(n)ce take harme** (S60), the mayster is bou(n)de to re=store the shyp (and) goodes, yf he be able. [14]
- MF: Et se **ainsi est que le maistre ne prenne** (S.X: 3rd sg. Subj.Pr.) aussi bon co(m)pai=gnon co(m)me celuy en la nef / et **la nef sempire** (A.XLIV: 3rd sg. Ind.Pr./Subj.Pr.) par aucune adue(n)ture / le maistre est tenu a re(n)dre la nef et la marchandise sil a parquoy.
- AN-LH: Et si **ensink soit q(e) le Mestre †[vme/uaie]†** autre si bon Marin(er) cu(m) li en la Nef (et) **la p(ar)de** (A: 3rd sg. Ind.Pr./Subj.Pr.) p(ar) acun auent(ur)e: le Mestre est tenu de rendre le damage de la Nef (et) de la M(a)rchaundise qil y serra sil ad de quei.
- AN-LM: Et si **ainsi soit qe le mestre †vme†** autresi bon Mariner co(m) li en la nief (et) **la p(ar)de** (A: 3rd sg. Ind.Pr./Subj.Pr.) par ascune auent(ur)e le mestre est tenuz de rendre le damage de la nief (et) de la marchaundise qil y serra sil ad de quei.
- (129) **IT maye so be that as a shyp lyeth** (I54) ankered at rode / **ano=ther shyp cometh** (I55) out of the see, (and) by mysgraydynghe hyt=teth agaynst the shyp that is in the way [15]
- MF: Item **vne nef est** (I.CXIX: 3rd sg. Ind.Pr.) en vng cours liee (et) ma=ree **vne aultre nef vient** (I.CXX: 3rd sg. Ind.Pr.) dehors de la mer et ne se gouerne mie bien / et se fiert a la nef q(ui) est en sa voye /
- AN-LH: \ct// **Vne Nef est** (I: 3rd sg. Ind.Pr.) en vn cuuers amarre / (et) hastant de sa Marree / vn autre Nef crest en sa pees
- AN-LM: \ // // **Vne nief est** (I: 3rd sg. Ind.Pr.) en vne Cuuers amarre (et) hastant de sa marre. Vn autre nef crest [de/en] sa pees.
- (130) (and) yf **so be that they had fastened** (I56) to it no Buy / and yf it do hurt they be holden to yelde the hurte all a=longe [16]
- MF: Et aussi pareillement se **ainsi estoit que ilz ne eussent mis** (A.XLV: 3rd pl. Subj. Plus-que-Parf./Cond.Passé) bonuit et il fait dommaige ilz sont tenus a rendre le dommaige tout au long.
- AN-LH: Et si **ensi estoit qil y eust mis** (A: 3rd sg. Subj.Plus-que-Parf./ Ind. Plus-que-Parf.) ancre saunz boye (et) il fount damage; il sount tenuz al amender tut alounc.
- AN-LM: Et si **ainsi soit qil y eust mis** (A: 3rd sg. Subj.Plus-que-Parf./ Ind. Plus-que-Parf.) autre sanz boye, (et) il fount damage, ils so(n)t tenuz al amender tut a lounc.
- (131) And yf **it chaunce that they fynde** (A65) noo freyght the mayster is not to blame / (and) oughte to shewe theym theyr fare / and may set the weyght of theyr shypmeate to eche of them [18]

- MF: et sil *aduient chose* **quil ne trouassent** (S.XI: 3rd pl. Subj.Imp.) fret le maistre nya nul blas=me. et leur doit mo(n)strer leur remage / et peult mettre le pesant de leur mareage chascun /
- AN-LH: Et si *il auiegne* **qil ne troeuent** (I: 3rd pl. Ind.Pr.) fret. le Mestre nad nule \blame/. Et il doit le Mestre moustrer lour riués (et) lur leire. Et il deit le Mestre penser de lur mareage chescun.
- AN-LM: Et *sil auiegne* **qil ne troeuent** (I: 3rd pl. Ind.Pr.) frette, le mestre nad nul. Et il doit le mestre moustrer lour riués (et) lour leire. Et il doit le mestr(e) penser de lo(ur) mariage chesqun.
- (132) And yf *so be* **that they freyght** (A66) it with marchau(n)dyce / suche fraunchyse as the maryner hath ought the marchau(n)te to haue. [18]
- MF: et se *ainsi est* **quil le fretegent** (A.XLVI: 3rd pl. Ind.Pr./Subj.Pr.)<sup>38</sup> es marchans telle fra(n)chise co(m)me le marinier aura doit auoir le marchant.
- AN-LH: Et si *ensi est* **qe eux se fregettent** (A: 3rd pl. Ind.Pr./Subj.Pr.) as Marchaunz \tiele franchise comes les marin(er)s auent doit estr(e) as Marchau(n)z/
- AN-LM: Et si *einsi soit* **qe eux se fregettent** (A: 3rd pl. Ind.Pr./Subj.Pr.) as Marchaunz
- (133) *It chaunceth* **that (the) shyp can fynde** (M23) no freyght to go where he wolde be, and they muste go ferther. [20]
- MF: *il aduient* **que la nef ne peult trouuer** (Inf. with *pouvoir.V* [3rd sg. Ind.Pr.]) fret a venir es p(ar)ties et leur conuie(n)t aller pl(us) loing.
- AN-LH: *il auient* **qe la Nef ne peut trou(er)** (Inf. with *poer* [3rd sg. Ind.Pr./Ind.Imp./Ind. PasséSimp.]) fret a venir en ses p(ar)ties (et) lur couient aler plus loins
- AN-LM: *il auint* **qe la nief ne poet trouu(er)** (Inf. with *poer* [3rd sg. Ind.Pr./Ind.Imp./Ind. PasséSimp.]) frut a venir en ses parties (et) lour couint aler plus lointz
- (134) and yf *it chaunce* **(that) one of them perysshe** (S61) / bothe men / gynnes (and) other thi(n)ges / (and) **the other scapeth** (I57) (and) **cometh** (I58) sauf to shore / (the) fre(n)des of hym (that) is deed asketh parte of (the) gayne (that) thei haue made / of (the) gynnes / heryng / (and) vessell. They shal haue parte (and) gayne of (the) gyn(n)es (and) heryng, by the othes of them (that) be scaped. [25]
- MF: Et *sil aduient* **que dieu face** (S.XII: 3rd sg. Subj.Pr.) sa volente dun des vaisseaulx de la gent / et des engins et des aultres choses **lun seschappe** (A.XLVII: 3rd sg. Ind.Pr.) et **vient** (I.CXXI: 3rd sg. Ind.Pr.) a sauuete. Il est ainsi que les a=mis diceluy q(ui) est mort leur dema(n)de(n)t a auoir partie du gaing quilz ont fait ta(n)t es engins que es harencz et au vaissel. Ilz auront leur partie et leur gaing des engi(n)s et des harencz par le serment de ceulx qui seront eschappez
- AN-LH: no corresponding text
- AN-LM: no corresponding text
- (135) and in wyndyng of wynes *it chaunceth* **that they leaue** (A67) a pype or o=ther vessell open / and **haue not wel fastened** (A68) it with roopes at the ende

38. I could not find that form among the forms listed for the conjugational patterns of *freter* and the search in the *Dictionnaire du Moyen Français* did not yield any other viable alternatives.

of the shyp and **it slyppeth** (I59) and **falleth** (I60) vpon another / and **marreth** (I61) them bothe / the mayster (and) maryners oughte to restore the marchautes, and the marchau(n)tes must paye the freyght of the .ii. pypes / bycause they shal be payed at the pryce that other be solde. [26]

MF: Et guindent vins / et **aduie(n)t q(ui)l3 laisse(n)t** (A.XLVIII: 3rd pl. Ind.Pr./Subj.Pr.) vne broche ouuerte ou tonneau quon guinde et **ne lont mie amaree** (I.CXXII: 3rd pl. Ind.PasséComp.) aux cordes au bout de la nef / et **le tonneau defraude** (A.XLIX: 3rd sg. Ind.Pr./Subj.Pr.) et **chiet** (I.CXXIII: 3rd sg. Ind.Pr.) et **se pert** (I.CXXIV: 3rd sg. Ind.Pr.) (et) **safonse** (A: 3rd sg. Ind.Pr./Subj.Pr.) sur vng aultre sur lequel il chiet et **sont** tous deux **perdus** (I: 3rd pl. Ind.Pr. passive).<sup>39</sup> Le maistre et les mariniers les doiuent rendre aux marchans. Et les marcha(n)s doiue(n)t payer le fret des deux tonneaulx par raison que on leur doit payer au feur des aultres qui sont ven=dus.

AN-LH: no corresponding text

AN-LM: no corresponding text

#### A.3.4.2 eMnE nominal clause functioning as a subject complement (Sections 4.3.4.2 and 6.3.4.2)

(136) ¶ The reason why this iugement was made is, **(that) an olde ship wyllngly lyeth not** (I62) in the waye of a better / so ferforth as it kno=weth not to damage it by greuyng, but whan it knoweth wel that it must part by halfe it wyll passe by out of the way [15]

MF: Et est raison pourquoy ce iugement fut fait. Premièrement **que vne vieille nef ne se met** (A.I: 3rd sg. Ind.Pr./Subj.Pr.) mye voule(n)tiers en la voye dune meilleure si auant quelle endommaige chose pour greuer la nef / mais qua(n)t elle scait bien quelle y doit partir iusques a la moytie elle se tre(n)che volentiers hors de sa voye.

AN-LH: (et) est resoun p(ur) quei cest iugement est fet si \encý/ est q(e) vne viele Nef se mist (I: 3rd sg. Ind.PasséSimp.) volunters en la voie a vne meilleure si ele touz ses damages p(ur) guider au(er) lautre Nef. mes q(ua)nt ele siet qele doit p(ar)tir la moite ele se voit volunt(er)s de la voie

AN-LM: (et) est resoun por qui cest iugement est fait. si est qe vne veille nief se mist (I: 3rd sg. Ind.PasséSimp.) volunt(er)s en la voie a vne meilleure si ele touz ses damages por guider au(er) lautre nief. Mais quant ele siet qele doit partir la moite ele se voit volunt(er)s de la voie.

(137) The custome of Brytayne is / **all they** that be taken syth they pas the yle of bas, and be paiuz la main. [13]

MF: La coustume de bretagne est. to(us) ceulx que len pre(n)t depuis que len passe lisle de bas et len soit paiuz la main.

39. The portion of the text beginning with “(et) safonse [...]” is a paraphrase of the previous fragment, which is why I set the corresponding items in bold and provide the relevant grammatical information but do not include the items in the count.

AN-LH: e la coste de Bretagne **tou3 ceux** qe lem prent pus q(e) lem ad passe les debat3 ou sunt petit lodmaun3.

AN-LM: (et) la coste de Bretagne **tu3 ceux** qi lem prent puis qe lem ad passe les debat3 ou sount petiz Lodmans.

### A.3.4.3 eMnE nominal clauses functioning as an object (Sections 4.3.4.3 and 6.3.4.3)

- (138) <sup>40</sup>the iustyce of the countre ought well to regarde **what labour and payne they haue done** (A69) in (the) sauynge and after that payne (not contentynge (the) promysse made by (the) sayd may=ster (and) maryners) to rewarde them. [4]  
MF: la iustice du pays doit bien garder **q(ue)lle peine (et) quel labour il3 auro(n)t mis** (I.CXXV: 3rd pl. Ind.Fut.Ant.) a les sauuer / et selon celle peine non co(n)tenant celle promesse que lesdict3 maistres et marchans leur auroie(n)t faicte les guerdo(n)ner.

AN-LH: no corresponding text

AN-LM: no corresponding text

- (139) <sup>41</sup>And yf the shyppe be redy to departe it ought not to tary for hym / and yf he recouer to haue hys hyre in paynge and rebatynge **that the mayster layde out** (I63) for hym. [7]

MF: et se la nef estoit preste a se(n) partir elle ne doit mie demourer pour luy. sil guerist il doit auoir son loyer ta(n)t en loyer co(m)pete(n)t (et) rabata(n)t le fret se le maistre lui a fait (I.CXXVI: 3rd sg. Ind.PasséComp.)

AN-LH: no corresponding clause

AN-LM: no corresponding clause

- (140) the shyp beyng sauf aryued at the ryght dyscharg / the marchau(n)tes sayth to the mayster, **that** by his takelynge **there wyne is loste** (I64). The mayster sayth nay, and yf he wyll swere (and) .iii. or .iiii. or half a dosen of his maryners or any of them whiche the marchau(n)tes wyll (**that**) **the wyne was not lost** (I65) by theyr default nor by theyr take=lyng as the marchau(n)tes put on them / they ought to be quyt. [11]

MF: le nauire arriue a sauluete a sa droicte descharge / le marchand dit au maistre **que** par la futaille **est perdu** (I.CXXVII: 3rd sg. Ind.Pr. passive) leur vin / le maistre dit que non Se le maistre peut iurer luy (et) ses mariniers soie(n)t trois quatre ou six / ou de ceulx que les marchans vouldroient / **que les vins ne per=dire(n)t** (I.CXXVIII: 3rd pl. Ind.PasséSimpl.) par eulx ne par leur futaille ne par le(ur) deffault co(m)me les marchans leur mette(n)t sus il3 doiuent estre quittes (et) deliures.

AN-LH: La Nef vient a sauuee les marchau(n)3 dient **qe lur fuistaile ad les vins p(er)du3** (I: 3rd sg. Ind.PasséComp.). Le Mestre dit q(e) nou(n) fist. Si le Mestre poet iurer li (et) ses troys

40. The example is also quoted in Section 7.3.3.2, where nominal relative clauses are discussed.

41. The example is also given in Section 7.3.3.2.

co(m)paignouns ou quatre de ceux qe les Marchaunz eslirunt **q(e) les vins ne se p(er)dirent** (I: 3rd pl. Ind.PasséSimp./Ind.Fut.Simp.) pas pur lur fuistaile come les Marchau(n)z lur mettent sus il en deÿuent estre quites (et) deliueres.

AN-LM: la nief vint a sauuete. les Marchanz **dient qe lour fustail ad les vÿns p(ar)du** (I: 3rd sg. Ind.PasséComp.). Le mestr(e) dit q(e) noun fist. Si le mestre poet iurer li (et) ses trois compaigno(n)s ou quatre de ceux qi les Marchauntz eslirent <sup>s</sup> **qe les vins ne se p(ar)dirent** (I: 3rd pl. Ind.PasséSimp./Ind.Fut.Simp.) pas pur lor fustail come les Marchaunz lo(ur) mettent sus; ils endeiuent estre quites (et) deliures.

(141) and yf any say (that) his felaw lyeth (I66) / hauyng brede (and) drynke at the table / ought to paye .iiii. d. [12]

MF: et sil ya nul qui desme(n)te (S.XIII: 3rd sg. Subj.Pr.) lautre pourquoy ilz aye(n)t vin (et) pain a table / celui qui desme(n)tira doit payer .iiii. d.

AN-LH: si lia nul qi endamage (A: 3rd sg. Ind.Pr./Subj.Pr.) lautre p(ar) quei il met paÿn (et) vin a table celi qi dementera lautre deit paier .iiii. d.

AN-LM: sil y a nul qen damage (A: 3rd sg. Ind.Pr./Subj.Pr) lautre par quei il mette pain (et) vin a la table / celi qi dementira lautre, deit paier .iiii. d.

(142) (and) the mayster of the shyp (that) hyt the other muste swere on a boke / (and) his marchantes w(ith) hym **(that) he dyd it not** (I67) with his wyll. ¶ The reason why this iugement was made is, (that) an olde ship wyllingly lyeth not in the waye of a better / so ferforth as it kno=weth not to damage it by greuyng, but whan it knoweth wel **that it must part** (M24) by halfe it wyll passe by out of the way [15]

MF: (et) le maistre de la nef qui a feru lautre est tenu a iurer sur saintes euangilles luy et ses mar=chans **quilz ne le firent** (I.CXXIX: 3rd pl. Ind.PasséSimp.) mie de leur gre. Et est raison pourquoy ce iugement fut fait. Premièrement que vne vieille nef ne se met mye voule(n)tiers en la voye dune meilleure si auant quelle endommaige chose pour greuer la nef / mais qua(n)t elle scait bien **quelle y doit partir** (Inf. with devoir.IV [3rd sg. Ind.Pr./Subj.Pr.]) iusques a la moytie elle se tre(n)che volentiers hors de sa voye.

AN-LH: Le Maistre de la Nef qe ad feru lautre est tenuz a iurir li (et) ses Mariners **kil ne firent pas** (I: 3rd pl. Ind.PasséSimp.) de gre (et) est resoun p(ur) quei cest iugement est fet si \encý/ est q(e) vne viele Nef se mist volunters en la voie a vne meilure si ele touz ses damages p(ur) guider au(er) lautre Nef. mes q(ua)nt ele siet **qele doit p(ar)tir** (Inf. with deveir [3rd sg. Ind.Pr.]) la moite ele se voit volunt(er)s de la voie

AN-LM: Le mestre de la nief qad feru lautre est tenuz a iurer li (et) ses mariners <sup>s</sup> **qil ne firent pas** (I: 3rd pl. Ind.PasséSimp.) de gree / (et) est resoun por qui cest iuggement est fait. si est qe vne vieille nief se mist volunt(er)s en la voie a vne meilloure si ele touz ses damages por guider au(er) lautre nief. Mais quant ele siet **qele doit partir** (Inf. with deveir [3rd sg. Ind.Pr.]) la moite ele se voit volunt(er)s de la voie.

(143) They must answere **what they wyl do** (A70, W15) [18]

MF: ilz sont tenus a respo(n)dre **lequel ilz feront** (I.CXXX: 3rd pl. Ind.Fut.Simp.)

AN-LH: ils sount tenuz a respundre **le quel il frount** (I: 3rd pl. Ind.Fut.Simp.).

AN-LM: ils sount tenuz a respoundre **le quel il frount** (I: 3rd pl. Ind.Fut.Simp.).

- (144) And yf he haue not wherwith, to lose his heed, (and) yf the mayster or any of the maryners or marchau(n)tes do smyte of his heed they be not bou(n)de to make ame(n)des, but they ought fyrste to knowe before they do it **yf he be able (S62) to make** amendes. [24]

MF: et sil na de=quoy il doit auoir la teste coupee. Et se le maistre / ou aucu(n)s des mariniers / ou aucuns des marcha(n)s luy coupe(n)t la teste / ilz ne sont pas tenus a payer amendement. Mais tou=teffois len doit scauoir aua(n)t ce faire **sil a de=quoy amender (I.CXXXI: 3rd sg. Ind.Pr.)**.

AN-LH: no corresponding text

AN-LM: no corresponding text

- (145) the may=ster ought take cou(n)cell w(ith) his felowes (and) saye, **mates howe lyke ye (I68)** this wether? [2]

MF: le maistre doit prendre conseil a ses co(m)paignons (et) leur dire. **Seign(eu)rs vo(us) haite (A.LI: 3rd sg. Ind.Pr./Subj.Pr.)** ce te(m)ps.

AN-LH: le Mestre deit prendre conseil oue ses compaignouns (et) lour dire. **seign(ur) vous auez (I: 2nd pl. Ind.Pr.)** cest temps.

AN-LM: le mestre doit prendre conseil od ses compaigno(n)s (et) lour dire. **Seignurs vous auez (I: 2nd pl. Ind.Pr.)** cest temps

- (146) Some wyll saye / **it is not (I69)** good / **lete it ouer passe (Imp1)**. Other wyll saye, **the wether is (I70)** good (and) fayre. [2]

MF: Aucun y aura q(ui) dira. **Ce te(m)ps nest (I.CXXXII: 3rd sg. Ind.Pr.)** mie bon. car il est nouuel deuenue / et le **deuons laisser asseoir (Inf. with devoir.V [1st pl. Ind.Pr.]**). Et les aultres diront le te(m)ps est (I.CXXXIII: 3rdsg. Ind.Pr.) bel et bon.

AN-LH: ascun i au(era) q(i) dirra le temps nest pas (I: 3rd sg. Ind.Pr.) bon / (et) ascuns q(i) dirrout le temps est (I: 3rd sg. Ind.Pr.) bel (et) bon

AN-LM: ascun y auera qe dirra le te(m)ps nest pas (I: 3rd sg. Ind.Pr.) bon. (et) ascuns qe dirrout Le temps est (I: 3rd sg. Ind.Pr.) bon (et) bel.

- (147) ALso a shyp is freyght to goo to London or els where / and chau(n)ceth (that) tourment taketh it i(n) the see / (and) it can not escape but yf the goodes be cast out, (the) maister ought to say. **mates it behoueth (I71)** to cast ouer these goodes to saue the shyp [8]

MF: ITem vne nef est chargee a aller bordeaulx ou en aultre lieu et ad=ue(n)t q(ue) tourme(n)t la pre(n)t en la mer / et q(ue)lle ne peult eschaper sa(n)s getter les de(n)rees de la nef: le maistre doit dire. **Seigneurs il co(n)=ue(n)t (I.CXXXIV: 3rd sg. Ind.Pr.)** ietter hors ces de(n)rees po(ur) sauluer la nef

AN-LH: \ct// Vne Nef charge a Burdeux ou aillours (et) avent chose q(e) torment la prent en la Mer (et) q(e) il ne poent eschap(er) saunz gettre darres (et) des vins. le Mestre est tenu de dire as Marchaunz / **seign(ur)s no(us) ne pouns eschap(er)** (Inf. with *poer* [1st pl. Ind.Pr.]) saunz gettre des vins ou des darres

AN-LM: \ // // Vne nief charge a Burdeaus ou aillours / (et) auient vne chose qe turment la prent en la mier / (et) quil ne poont eschaper san ietter darreis (et) des vÿns Le mestre est tenuz de

dire as Marcha(n)z **Seignurs no(us) ne pooms eschaper** (Inf. with *poer* [1st pl. Ind.Pr.]) sanz iette des vȳns ou des darreis.

- (148) SO may chau(n)ce (that) the may=ster must cut of his maste by force of wether / but he ought to cal the marchau(n)tes (that) owe the goodes / if any of them be ther (and) say. **The mast must nedes be cut** (M25) to saue the shyp (and) goodes / **it were** (SW4) reso=nable by trouthe. [9]

MF: Sil aduie(n)t que le maistre coupe son mast po(ur) force de temps / il doit appeller les mar=chans qui ont les denrees en la nef sil y en a nul (et) leur dire : **il co(n)uient coupper** (Inf. with *convenir.I* [3rd sg. Ind.Pr.]) ce mast po(ur) sauluer la nef / et les denrees y **fust** (A.LII: 3rd sg. Ind.PasséSimp./Subj.Imp.) tenable par loyaulte /

AN-LH: \ct// Il auient q(e) le Mestre dune Nef coupe soun mast p(ar) force del temps; il deit appeller les Marchaunz et lour moustrer **kil couient couper** (Inf. with *convenir* [3rd sg. Ind. Pr.]) le Mast p(ur) sauu(er) la Nef (et) les darres

AN-LM: \ // // Il auint qun mestre dun nief cope son mast par forte del temps. il deit appeller les Marchaunz (et) lour moustrer **qil couint couper** (Inf. with *convenir* [3rd sg. Ind.PasséSimp.]) le mast pur sauuer la nief (et) les darreis

- (149) But yf the marchau(n)tes say / **the ropes be** (A71) sure (and) good / yf they breke eche of them ought to haue part of the damage. [10]

MF: Mais se les marcha(n)s disent. **se cor=daige est** (I.CXXXV: 3rd sg. Ind.Pr.) bel (et) bon / et ilz ro(m)pent chascun doit partir au do(m)maige.

AN-LH: Mes si les Marchaunz dient **q(e) les cordes soient** (S: 3rd pl. Subj.Pr.) beles (et) bones (et) il rumpent / chacun deit p(ar)tir du damage

AN-LM: Mes si les Marchaunz dient **qe les cordes soient** (S: 3rd pl. Subj.Pr.) beles (et) bones<sup>s</sup> (et) ils rumpent chescun deit partir de damage

- (150) Two shyppes or mo lyeng in a hauen / at scant of water / and one of the ankers lye to nere another shyp / the mayster of the sayd shyppe ought to say. **Mayster take vp** (Imp2) your anker it is to nere vs and maye doo vs harme. [16]

MF: Item deux nefz ou plusieurs so(n)t en vng haure et ya peu eaue (et) si asseche lancre de la nef et le maistre de celle nef doit dire. **Maistre leues** (Imp.I: 2nd pl. Imper.) v(ot)re a(n)cre / car elle est trop pres de nous et nous pourroit faire do(m)maige

AN-LH: \ct// Vne Nef ou .ij. ou plus sunt en vne hauene ou il i a poi de ewe (et) a cecche vn des Nefs (et) e(st) trop pres de lautre; le Mestre de cele Nef deit dir(e) as autres marin(er)s. **seign(ur)s leuez** (Imp.: 2nd pl. Imper.) v(ot)re auncre k(ar) ele e(st) trop pres de no(us) et purroit fere damage

AN-LM: \ // // Vne nief ou deux / ou plus en vue hafne ou ili ad por deawe (et) a secche vn des niefs / (et) est trop p(re)s del autre. Le mestre de cel nief doit dire as \autres/ Marin(er)s **Seignurs leuez** (Imp.: 2nd pl. Imper.) vostre ancre / qe ele est trop p(re) de nous. (et) p(ur)roit faire damage

(151) IF a shyppe be aryued to be char=ged at Burdewes or any other place / the mayster is holden to saye to his felawes. **Mates wyl ye freyght** (A72, W16) by yourselfe / **or be alowed** (A73, W17) at the freyght of the ship. [18]

MF: Une nef est arriuee o sa charge a bourdeaulx ou aultre lieu le maistre est tenu di=re a ses co(m)paignons : **seigneurs frettez** (Imp.II: 2nd pl. Imper.) o no(us) amareges ou **vous louerés** (I.CXXXVI: 2nd pl. Ind.Fut.Simp.) au fret de la nef ilz sont tenus a respo(n)dre lequel ilz feront et se ilz prennent au fret de la nef

AN-LH: \ct// Vne Nef ariue a sa charge a Burdeux ou aillurs le Maistre e(st) tenuz dire a ses compaignouns. **seign(ur)s frettere vous** (I: 2nd pl. Ind.Fut.Simp.) a Marrees **ou liweres** (I: 2nd pl. Ind.Fut.Simp.) a fret de la Nef

AN-LM: \ // // Vne nief ariue a sa charge a Burdeaux ou aillours. Le mestre est tenuz de dire a ses compaignons. **Seign(ur)s fretterez vous** (I: 2nd pl. Ind.Fut.Simp.) a Marrees **ou liweres** (I: 2nd pl. Ind.Fut.Simp.) a fret de la nief

#### A.3.4.4 eMnE appositive nominal clause (Sections 4.3.4.4 and 6.3.4.4)

(152) He (and) the thyrd part He (and) the thyrd part of his felowes makyng theyr othes on (the) holy gospel wha(n) they be come to the right place of theyr dyscharge **that he dyd** (I72) it for to saue the body of the shyp (and) the other goodes (that) is yet in it [8]

MF: iura(n)t luy et le tiers de ses co(m)paignons sur la sai(n)cte euangille de dieu qua(n)t il venoit a sa droicte voye descharger **quil le faisoit** (I.CXXXVII: 3rd sg. Ind.Imp.) pour sauluer le corps de la nef (et) aussi les aultres de(n)rees q(ui) encores y sont / et les vins

AN-LH: juraunt \†sar†/ le tiers de ses compaignouns sur les seinz eu(ua)nglies q(ua)nt il serra venuz a sauuete al tere **kil ne fesoit** (I: 3rd sg. Ind.Imp.) mes p(ur) sauu(er) les corps (et) la Nef (et) les darres (et) les vins.

AN-LM: iurant le tiers de ses compaignouns sur les seintz eu(ua)ngelies quant il s(er)ra venuz a sauuete a la t(er)re / **qil nel fesoit** (I: 3rd sg. Ind.Imp.) mes por sauuer les corps (et) la nief (et) les darreis / (et) les vÿns

## APPENDIX II

### Tables

Table AII.1: Uses of *do* as an auxiliary

N°	Article	Label	Number	Person	Verb – form	Verb – lemma	Auxiliary	Neg.	Clause type
1.	3	I35	sg	3rd	<b>dooth knowe</b>	know	do	no	relative cl.
2.	13	A36	pl	3rd	<b>passe do not</b>	pass	do	yes	cl. of time
3.	4	A63	pl	3rd	<b>do promyse</b>	promise	do	no	subject cl.
4.	24	A24	pl	3rd	<b>do smyte of</b>	smite off	do	no	cl. of condition
5.	18	S54	sg	3rd	<b>do not tary</b>	tary	do	yes	cl. of manner
6.	24	A37	pl	3rd	<b>do</b>	do	N/A	no	cl. of time

Table AII.2: Past or past perfect tense in eMnE vs. mood choice in the French texts

N° / Appendix I n°	eMnE label	Mood in the French texts		
		MF	AN-LH	AN-LM
1 / (11)	SW1	indicative	-	-
2 / (12)	SW2	indicative	indicative	-
3 / (13)	I3	ambiguous	subjunctive	subjunctive
4 / (45)	A27	indicative	ambiguous	ambiguous
5 / (46)	I10	indicative	indicative	indicative
6 / (47)	I11	indicative	indicative	indicative
7 / (48)	A28	subjunctive	indicative	indicative
8 / (49)	I12	indicative	subjunctive	subjunctive
9 / (67)	I20	indicative	-	-
10 / (72)	I24	indicative	-	-
11 / (86)	I32	indicative	indicative	indicative
12 / (90)	I34	indicative	ambiguous	ambiguous
13 / (92)	A39	ambiguous	ambiguous	ambiguous
14 / (96)	A41	conditional	-	-
15 / (97)	SW3	indicative	ambiguous	-
16 / (100)	A46	indicative	indicative	indicative
17 / (107)	I42	indicative	indicative	indicative
18 / (108)	A53	indicative	indicative	indicative

N° / Appendix I n°	eMnE label	Mood in the French texts		
		MF	AN-LH	AN-LM
19 / (109)	I43	ambiguous	indicative	indicative
20 / (130)	I56	ambiguous	ambiguous	ambiguous
21 / (139)	I63	indicative	-	-
22 / (140)	I65	indicative	indicative	indicative
23 / (142)	I67	indicative	indicative	indicative
24 / (148)	SW4	ambiguous	-	-
25 / (152)	I72	indicative	indicative	indicative

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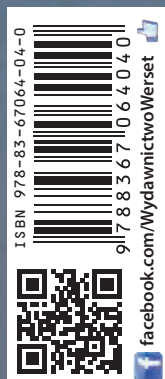
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Thus endeth the Rutter of the see,  
with the lawes of the ple of Auleron,  
lately translated out of frenche into  
Englyshe

Kinga Lis is a research associate in the Department of the History of English and Translation Studies at John Paul II Catholic University of Lublin, from which she obtained her PhD. Her research interests concentrate on historical Psalter translations, Middle English lexicon studies, dealing predominantly with etymological issues, borrowing, code-switching and multilingualism in medieval English context, and, recently, the use of the subjunctive in Early Modern English.

The book investigates into the use of the subjunctive in an Early Modern English translation of the *Laws of Oléron*, a 12th-century sea code regulating relationships onboard a ship and in ports in north western Europe. The monograph juxtaposes the subjunctive use in the text with the general pattern of subjunctive distribution found in English in the period in question. It also traces the possible French source text influence on the mood selection in the rendition by analysing the Middle French text choices in the relevant places and using statistical tests to verify whether the level of convergence in this respect is statistically significant. Additionally, mood choices in the earliest extant (Anglo-Norman) versions of the document are also traced so that the convergence level between the Early Modern English and Middle French choices can be seen against the level of convergence between the latter and the original Anglo-Norman copies. The study is based on author's transcriptions of the original texts, not critical editions.



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