the words 'in the course of employment' which have a technical or legal meaning relating to vicarious liability in the law of torts were given their natural everyday meaning in interpreting sec. 32 of the Race Relations Act, 1976 (U.K.) because the technical meaning would have severely restricted its operation and largely frustrated the object of the Act which was to prevent racial discrimination.

[B] Golden Rule

Parke B. had in Becke v. Smith formulated the rule as follows: "It is a very useful rule, in the construction of a statute, to adhere to the ordinary meaning of the words used, and to the grammatical construction, unless that is at variance with the intention of the legislature to be collected from the statute itself, or leads to any manifest absurdity or repugnance, in which case the language may be varied or modified, so as to avoid such inconvenience, but no further." [*Becke v. Smith* (1836) 2 M & W 191 at p. 195].

In *R. v. Tonbridge Overseas* [(1884) 13 Q.B.D. 339], Brett L.J. said : if the inconvenience is not only great, but what I may call an absurd inconvenience, by reading an enactment in its ordinary sense, whereas if you read it in a manner in which it is capable, though not its ordinary sense, there would not be any inconvenience at all, there would be reason why you should not read it according to its ordinary meaning.

In *Warburton v. Loveland* [(1928) 1 H & BIR 623], Justice Burton had observed : I apprehend it is a rule in the construction of statutes, that in the first instance, the grammatical sense of the words is to be adhered to. If that is contrary to, or inconsistent with any expressed intention or declared purpose of the statute or if it would involve any absurdity repugnance or inconsistency, the grammatical sense must then be modified, extended, or abridged so far as to avoid such inconvenience, but no further.

In Matteson's case (1854) Jervis CJ described Burton J's above rule as "the" Golden Rule and said, "We must give to the words used by the legislature their plain and natural meaning unless it is manifest, from the general scope and intention of the statute, injustice and obsurdity would result from so construing them. [per Jervis CJ in *Matteson v. Hart* (1854) 23 LJ CP 108].

According to Maxwell, "the so-called 'golden rule' is really a modification of the literal rule." This rule is also known as the modifying method of interpretation.

It would be interesting to note at this juncture that Lord Wensleydale had in [*Abbot v. Middleton* (1858) 28 LJ Ch. 110, p. 114 (HL)], himself pointed out that the (Golden) rule was in substance laid down by Mr. Justice Burton in *Warburton v. Loveland* [(1828) 1 Hud & Brook 623]. It was described by Lord Ellenborough [in *Doe v. Jessep* (1810) 12 East 288, 292] as "a rule of common sense as strong as can be", Lord

Cranworth referred to it as "a cardinal rule [in *Grundy v. Pinnigar* (1852) 21 LJ Ch 404, p. 406], Jervis CJ had termed it as 'the golden rule' [in *Mattison v. Hart* (1854)]. Parke, B (before he became Lord Wensleydale) had [in *Becke v. Smith* (1836)] also referred to this rule and called it a very useful rule in the construction of a statute.

Lord Wensleydale regards it as not just a particular rule for construction of statutes, but a rule for construing all written engagements. He adopted it in *Grey v. Pearson* [(1857) 6HL Cas 61] and thereafter the version enunciated by him is usually known as Lord Wensleydale's Golden Rule. He expressed it in these words: "I have been long and deeply impressed with the wisdom of the rule, now I believe, universally adopted - at least in the Courts of law in Westminister Hall-that in construing wills, and indeed statutes and all written instruments, the grammatical and ordinary sense of the words is to be adhered to, unless that would lead to some absurdity or some repugnance or inconsistency with the rest of the instrument, in which case the grammatical and ordinary sense of the words may be modified so as to avoid the absurdity and inconsistency, but no further."

Bannerjee is of the view Lord Wensleydale's Golden Rule has been universally accepted as a correct enunciation of the law. He goes on to say : 'In laying down that the ordinary and grammatical sense of the words must be adhered to in the first instance, what is meant is this : Most words have a primary meaning, that is, a meaning in which they are generally used, and a secondary meaning, that is a particular meaning in which they are used in a particular context [Interpretation of Deeds, Wills and Statutes in British India', Tagore law lectures, lecture I, P. 21].

The golden rule permits the plain meaning to be departed from if a strict adherence to it would result in an absurdity. (Odgers, Construction of Deeds and Statutes, 2nd edn. 1946, p. 294). This rule is particularly useful where literal or ordinary meaning leads to plain and clear contradiction of the apparent purpose of the Act or to some palpable and evident absurdity or where the legislature has expressed its intention in a slovenly manner.

The golden rule of interpretation of statutes is that a construction which creates anomalous situations, should, if possible, be avoided (*Re. D. K. Gupta* 1971, ALJ p. 998, 1003). It may be summarised as follows:

(i) When there is some obvious logical defect in the *litera legis*; or

(ii) the text leads to a result that it is evident that the legislature could not have said what it meant, or

(iii) there is an obvious clerical error which leads to some repugnancy, ambiguity, inconsistency, incongruity or manifest absurdity;

the courts may import 'savings clauses' in order to avoid such repugnancy, ambiguity or inconsistency. In such cases the courts are not obliged to adhere to a strict literal construction. Such saving clauses are implied to preserve the previous principles of the common law.

In *Luke v. IRC* [(1963) AC 557], Lord Reid while explaining the rule said, "to apply the words literally is to defeat the obvious intention of the legislature and to produce a wholly unreasonable result. To achieve the obvious intention and to produce a reasonable result we must do some violence to the words."

The golden rule recognises that a statute consists of two parts the letter and the sense. "It is not the words of the law," said Plowden, "but the internal sense of it that makes the law, and our law (like all other) consists of two parts - viz., of body and soul; the letter of the law is the body of the law, and the sense and reason of the law is the soul of the law - *quia ratio legis est anima legis.*" [Craies, Statute Law 7th edn. p. 83].

The golden rule tries to give effect to the true spirit of the law and not merely its language. The language is just an external manifestation of the intention that underlies it and a mere mechanical and literal interpretation is not always sufficient to give effect to the true intention of the statute where it is not clearly expressed with sufficient precision. In the words of Iyer, J., "To be literal in meaning is to see the skin and miss the soul. The judicial key to construction is the composite perception of the *deha* and *dehi* of the provision." [*Chairman, Board of Mining Examination and Chief Inspector of Mines v. Ramjee*, AIR (1977) SC 965 p. 968 1977 SCC (lab.) 226].

For the purposes of analysis the golden rule may be divided into two parts.

(1) The first part of this rule postulates that when grammatical construction is clear, the grammatical and ordinary sense of the words is to be adhered to.

In *Nokes v. Doncaster Amalgamated Collieries* [(1940) AC 1014], it was observed : The golden rule is that words of a statute must *prima facie* be given their ordinary meaning. We must not shrink from an interpretation which will reverse the previous law; for the purpose of a large part of our statute law is to make lawful that which would not be lawful without the statute, or conversely, to prohibit results which would otherwise follow...

In *Rananjaya Singh v. Baijnath Singh* [AIR (1954) SC 749], Das J., observed : "The spirit of the law may well be an elusive and unsafe guide and the supposed spirit can certainly not be given effect to in opposition to the plain language of the section of the Act and the rules made thereunder. If all that can be said of these statutory provisions is that construed according to the ordinary grammatical and natural meaning of their language they work injustice by placing the poorer candidates at a disadvantage, the appeal must be to Parliament and not to this court."

In *New Piece Goods Bazar Co. Ltd. v. Commr. of Income Tax, Bombay* [AIR (1950) SC 165], the Supreme Court has held : it is an elementary

duty of a court to give effect to the intention of the legislature as expressed in the words used by it and no outside consideration can be called in aid to find that intention.

In *Crawford v Spooner* [18 ER 667], Lord Brougham made some important observations regarding the respect of the judges for the words of the statute which seem pertinent here. His Lordship said, "The construction of an Act must be taken from the bare words of the Act. We cannot fish out what possibly may have been the intention of the legislature. We cannot aid the legislature's defective phrasing of the statute. We cannot add and mend and by construction make up the deficiencies which are left there.. The true way is to take the words as the legislature has given them...."

In *Nagendra Nath v. Suresh* [AIR (1932) PC 165], Sir Dinshaw Mulla had observed, "the strict grammatical meaning of the words is the only safe guide."

(2) The second part of the golden rule postulates that when grammatical construction leads to absurdity or repugnance or inconsistency with the rest of the statute or instrument the grammatical and ordinary sense of words may be modified so as to avoid the absurdity and inconsistency, but no further.

In *Surajmull Nagarmull v. CIT,* [AIR (1961) Cal 578, 613], Mookherjee J. had observed, where the language of a statute in its ordinary meaning and grammatical construction leads to a manifest contradiction of the apparent purpose of the enactment, or to some inconvenience, or absurdity, hardship or injustice, presumably not intended, a construction may be put upon it which modifies the meaning of the words and even the structure of the sentence.

The Supreme Court has held that the court should as far as possible avoid any decision on the interpretation of a statutory provision, rule or bye-law which would bring about the result of rendering the system unworkable in practice [*Maharashtra State Board of Secondary and Higher Secondary Education v. Paritosh Bhupesh Kumar Sheth,* 1984 GOC (SC) 57].

Judges have expressed misgivings and warned that the latter part of the golden rule must be applied with much caution. In *Woodward v. Watts* [(1853) 118 ER 836], Crompton J had observed, 'I do not understand it to go so far as to authorise us, where the legislature have enacted something which leads to an absurdity, to repeal that enactment and make another for them if there are no words to express that intention." And in *Hill v. East and West India Dock Co.* [(1884) 9 AC 448], Lord Bramwell had said,... that last sentence (unless grammatical meaning would lead to some absurdity) opens a very wide door. I would like to have a good definition of what is such an absurdity that you are to disregard the plain words of an Act of Parliament. It is to be remembered that what seems absurd to one man does not seem absurd to another."

Lord Greene MR considered absurdity to be a very unruly horse and cautioned that it is a doctrine which has to be applied with great care. In *Grundt v. Great Bolder Gold Mines Ltd.* [1948, 1 All ER 21, 29-30], Lord Greene MR had observed :

"Absurdity, I cannot help thinking, like public policy, is a very unruly horse... that although the absurdity or the non-absurdity of one conclusion as compared with another may be, very often is of assistance to the court in choosing between two possible meanings of ambiguous words, it is a doctrine which has to be applied with very great care remembering that judges may be fallible in this question of an absurdity, and in any event it must not be applied so as to result in twisting language into a meaning which it cannot bear. It is a doctrine which must not be used to rewrite the language in a way different from that in which it was originally framed."

Where the situation demands application of the golden rule it is applied for construction with reference to consequences to avoid inconvenience and injustice or to prevent evasion and arrive at a correct interpretation which would bring out the true meaning of the language in the process of giving effect to the real intention of the legislature.

The short coming of the golden rule is that it does not lay down any objective criterion by which one can say that a particular interpretation is absurd. It is submitted that in this regard it would be safe to take valuable guidance from the view taken by Willes J. in Christopher's case. In *Christopher v. Lotinga* [(1864) 33 LJC 121, 123], Willes J., subscribed to every word of the 'golden rule' assuming the word 'absurdity' to mean no more than 'repugnance'. He had said, "with that modification, it seems to me that the rule thus laid down is perfectly consistent with good sense and law."

[C] Mischief rule

The rule laid down by Lord Coke in Heydon's case is called the Mischief Rule. [Heydon's case (1584) 76 ER 637 : (1584) 3 Co. Rep. 7a].

The *facts* of the case were : certain lands were the copyholds of a college. The warden and canons of the college granted a part of the land to W and his son for their lives and the rest to S and G at the will of the warden and canons in the time of King Henry VIII. While so, the warden and canons granted all the lands to Heydon on lease for 80 years. Thereafter, the warden and canons surrendered their college to the King. The Attorney General filed an information, on behalf of the Crown, for obtaining satisfaction in damages for the wrong committed in the lands, against Heydon, as an intruder on the lands.

The statute, 31 Henry VIII, provided that if a religious or ecclesiastical house has made a lease for a term of years, of lands in which there was an estate and not determined at the time of the lease, such lease shall be void.