THE PRINCIPAL RULES OF INTERPRETATION

There are three principal rules of interpretation of statutes. These are as follows :

[A] The Primary rule

[B] The Golden rule

[C] The Mischief rule

[A] The Primary Rule : Literal Construction

The rule of literal construction is considered to be the first and most elementary rule of construction. This rule (as per its classic traditional version) postulates that it is the duty of the court to expound the law as it stands and not to modify, alter or qualify its language. In *Cartledge v. Japling* (E.) & Sons [1963 AC 758 : 1963 1 All ER 341], it was stated thus : 'where, by the use of clear and unequivocal language capable of only one meaning, anything is enacted by the legislature, it must be enforced however harsh or absurd or contrary to common sense the result may be'.

The literal rule of statutory interpretation requires that if the meaning of the statutory provision is plain the court must apply it regardless of the result. [The duty of the court is to expound the law as it stands, and to "leave the remedy (if one be resolved upon) to others per Lord Birkenhead L.C. in *Sutters v. Biggs* (1922) 1 A.C. 1 at p. 8 : Maxwell on the Interpretation of Statutes 12th edn. p. 29]

A classic statement of the rule can be found in the *Sussex Peerage case* [(1884) 8ER 1034] wherein Lord Tindal C.J. put it thus : "If the words of the statute are in themselves precise and unambiguous, then no more can be necessary than to expound those words in their natural and ordinary sense. The words themselves alone do in such cases best declare the intention of the law giver."

Francis J. McCaffrey has used the term Doctrine of literalness" for the rule of literal interpretation. He says, that, "The doctrine of literalness demands that plain, unambiguous statutory language expressing a single sensible meaning be interpreted to mean exactly what it says such language expresses the meaning, purpose and policy of the statute and forecloses any consideration of extrinsic evidence [*People v. Schoonmaker*, 63 Barg. 44]. The interpreter must assume that words are used in their natural and ordinary meaning. Conceding its imperfections literalness, in its full sense, is the most reliable guide to the legislative intent. This

appraisal must be considered with the thought that statutory interpretation is not an exact science... . It needs no supporting argument to sustain the statement that adherence to the doctrine is essential to predictability and certainty in statutory law."

In *R. v. Bombay* [(1834) 1 A&E 136, 142], it was said, the rule of construction is to intend the legislature to have meant what they have actually expressed. It is a safe guide to adhere to the *litera legis* than to try to discover the *sententia legis*.

In *Wilma E. Addison v Holly Hill Fruit Products*, [322 US 607, 618], the rule that the words are to be understood in their natural plain meaning or ordinary or popular sense has been justified by Justice Frank Furter in these words, "After all legislation when not expressed in technical terms is addressed to common run of men and is therefore to be understood according to the sense of the thing, as the ordinary man has a right to rely on ordinary words addressed."

In *Abbey v. Dale* [(1850) 10 CB 62], Jervis C. J. had expressed it in the following words, "if the precise words used are plain and unambiguous, in our judgment, we are bound to construe them in their ordinary sense even though it does lead, in our view of the case to an absurdity or manifest injustice."

The observations made by Dias in this regard are pertinent here. According to him, there is, in the first place an unfortunate tendency to imagine that the courts are thereby giving effect to the intention of Parliament on the hypothesis that "the words themselves do in such cases, best declare the intention of the law-giver : "But it would seem that whenever the literal rule is applied any reference to the intention of Parliament is better avoided. Secondly the "plain meaning rule" suffers from the inherent weakness that it is not always easy to say whether a word is "plain" or not. Therefore, he is of the view that the literal or plain meaning rule needs to be understood subject to the following *five* explanatory riders :

(1) The statute may itself provide a special meaning for a term, which is usually to be found in the interpretation section.
(2) Technical words are given their ordinary technical meaning if the statute has not specified any other.
(3) Words will not be inserted by implication.
(4) Words undergo shifts in meaning in the course of time.
(5) Finally, and by no means least, it should always be remembered that words acquire significance from their context [R.M.W. Dias Jurisprudence, 2nd Edn. pp. 112-115].

In *Crawford v Spooner* [(1846) 4 MIA 179] : it was said, the construction of the Act must be taken from the bare words of the Act... it is not for judges to invent something which they do not meet within the words of the text (aiding their construction of the text always of course

by the context.); it is not for them to supply a meaning, for, in reality, it would be supplying it; the true way in these cases is, to take the words as the legislature have given them, and to take the meaning which the words given naturally imply unless where the construction of those words is, either by the preamble or by the context of the words in question, controlled or altered; and therefore, if any other meaning was intended than that which the words plainly purport to import, then let another Act supply that meaning and supply the defect in the previous Act.

In *State of U.P. v. Vijay Anand* [AIR (1963) SC 946], the Supreme Court held : obviously a petition under Article 226 of the Constitution is a proceeding under the Constitution it cannot be a proceeding under the U.P. Act of 1956, by giving an extended meaning to the words as contended by relying upon certain passages in Maxwell on Interpretation of Statutes at p. 68 and in Crawford on Statutory Construction at p. 492. The Supreme Court said that both Maxwell and Crawford administered a caution in resorting to such construction. Maxwell says at p. 68 of his book : 'The construction must not, of course, be stressed to include cases plainly omitted from the natural meaning of the words'. Crawford says that a literal construction does not justify an extension of the statute's scope beyond the contemplation of the legislature. The fundamental and elementary rule of construction is that the words and phrases used by the legislature shall be given their ordinary meaning and shall be construed according to the rules of grammar. When the language is plain and unambiguous and admits of only one meaning, no question of construction of a statute arises, for the Act speaks for itself. It is a well recognised rule of construction that the meaning must be collected from the expressed intention of the legislature. So construed there cannot be two possible views on the interpretation of the section.

In *Suthendran v. Immigration Appeal Tribunal* [(1976) 3 All ER 611, p. 616 HL], Lord Simon of Glaisdale had in his speech given a modern statement of the rule wherein he said. "Parliament is *prima facie* to be credited with meaning of what is said in an Act of Parliament. The drafting of statutes, so important to a people who hope to live under the rule of law, will never be satisfactory unless courts seek whenever possible to apply 'the golden rule of construction' that is to read the statutory language, grammatically and terminologically, in the ordinary and primary sense which it bears in its context, without omission or addition. Of course, Parliament is to be credited wtih good sense, so that when such an approach produces injustice, absurdity contradiction or stultification of statutory objective the language may be modified sufficiently to avoid such disadvantage, though no further."

The primary rule of literal construction can be discussd with the help of the following propositions :

(A) – Plain and natural meaning

(B) – Meaning to be ascertained by reference to context

(C) – Exact meaning preferred to loose meaning

(D) – Construction of ordinary words in popular sense

(E) – Technical terms in technical sense

(1) – Words having special meaning in trade, business etc. should receive an interpretation in conformity with the practice in the trade or business etc.

(2) – Words having special connotation in law in legal sense.

(A) *Plain and natural meaning* :–

Plain and natural meaning means the ordinary literal or grammatical meaning and in the case of words having a legal or technical meaning their legal or technical meaning. It is not the same as popular meaning though there may be some cases in which the plain and ordinary meaning of a term may coincide with the popular meaning *Prima facie* the 'natural sense' of any word ought to be adopted. But the natural sense of any word depends on the subject matter in connection with which it is used and on its collocation. Every word must be understood in its natural sense. Natural sense of any expression may be its legal or technical sense unless it appears from the context that it has been used in a popular or more enlarged sense. The meaning of particular words is to be found in the subject or occasion on which they are used, the meaning is always subject to context and other admissible considerations. General terms in a statute may have their meaning restrained and limited by specific words with which they are associated.

In *Municipal Board v. State Transport Authority, Rajasthan* [AIR (1965) SC 458], the location of a bus stand was changed by the Regional Transport Authority. Anyone wanting to move an application against this order was (under the provisions of sec. 64-A of the Motor Vehicles Act, 1939) required to do so within thirty days from the date of the order. It was argued that application could be made within thirty days of knowledge of order passed by Regional Transport Authority. The Court held that since language of statute is plain and unambiguous equitable considerations are out of place and clear grammatical meaning of the enactment should stand.

(B) *Meaning to be ascertained by reference to context*

The literal rule requires that words are to be understood first in their plain, natural, ordinary or popular meaning which they have in relation to the subject matter and the context in which they are used : Meaning is to be arrived at by reading words in their context.

Words take colour and content from context. They derive force from the sentences and settings in which they appear and cannot be effectively construed without reference to their context. Every word may, apart from having a primary meaning (which may be its natural, ordinary or popular meaning) also have a secondary or less common meaning (which may be either its technical or scientific meaning). But once it is accepted

that the natural, ordinary or popular meaning is to be derived from its context the distinction drawn between the different meanings becomes irrelevant. So the first step in determining the meaning of any word or phrase in a statute is to inquire - what is the plain, natural and ordinary meaning of that word or phrase in its context in the statute ? And it must be ascribed the plain, natural, ordinary or popular meaning which it has in relation to the subject matter with reference to which and the context in which it is used in the statute . (Shorn of context words are but slippery customers).

For instance the term 'coal' when used in the context of Sales Tax Act refers to coal as an item of fuel as understood in commercial circles by dealers and consumers and covers within its scope charcoal as well as mineral coal. But the same term when used in the context of Collieries Control Order will include only coal which is a mineral product [*Commissioner of Sales Tax, M.P. Indore v. Jaswant Singh Charan Singh,* AIR (1967) SC 1454].

But before the court can arrive at a conclusion that the words of a statute bear a plain meaning (i.e. they are susceptible to only one meaning) the words have to be studied in their context and setting and construed. In *Hutton v. Phillips* [45 Del 156, 70A 2nd 15 1949], Judge Pearson of the Supreme Court of Delaware has said : "That seems to me a plain clear meaning of the statutory language in its context. Of course, in so concluding I have necessarily construed or interpreted the language It would obviously be impossible to decide that language is 'plain' (more accurately that a particular meaning seems plain) without first construing it. This involves far more than picking out dictionary definitions of words or expressions used. Consideration of the context and setting is indispensable properly to ascertain a meaning. In saying that a verbal expression is plain or unambiguous, we mean little more than that we are convinced that virtually anyone competent to understand it and desiring fairly and impartially to ascertain its significance would attribute to the expression in its context a meaning such as the one we derive, rather than any other; and would consider any different meaning by comparison, strained, or far-fetched or unusual or unlikely... Implicit in the finding of a plain, clear meaning of an expression in its context, is a finding that such meaning is rational and 'makes sense' in that context."

Exact meaning preferred to loose meaning

In *Re Spillers Ltd.* [(1931) 2 KB 21], Lord Hewart CJ said : "It ought to be the rule and we are glad to think that it is the rule that words are used in an Act of Parliament correctly and exactly and not loosely and inexactly. Upon those who assert that the rule has been broken, the burden of establishing their proposition lies heavily, and they can discharge it only by pointing to something in the context which goes to show that the loose and inexact meaning must be preferred." In this case the word 'contiguous' was ascribed its exact meaning i.e. 'touching'

in preference to its loose meaning i.e. neighbouring. This principle was approved and followed by the Privy Council in *Mayor, Councillors and Burgesses v. Taranaki Electric Power Board,* [AIR (1933) PC 216], wherein the exact meaning of the word 'adjoining' i.e. 'conterminous' was preferred to its loose meaning of 'near' or 'neighbouring'.

In *Re Prithipal Singh* [AIR (1982) SC 1413], the Supreme Court had observed that, "there is a presumption that words used in an Act of Parliament are used correctly and exactly and not loosely and inexactly." Therefore, in selecting the ordinary or popular meaning of a word preference should be given to its exact meaning unless the context clearly directs otherwise.

Construction of ordinary words in popular sense

The words used in a statute should be construed in their popular sense. 'Popular sense' means that sense which people conversant with the subject-matter with which the statute is dealing would attribute to it. [Pollock B. *in Re Grenfell* (1876) 1 Ex.D. 242, 248]. The rule regarding construction of ordinary words according to their popular sense was stated by Lord Tenterden in *Att.-Gen. v. Winstanley* [(1831) 2D and Cl. 302, 310], in these words, the words of an Act of Parliament which are not applied to any particular science or art are to be construed "as they are understood in common language." As Craies puts it, in other words the construction of words is to be adapted to the fitness of the matter of the statute : [Craies on Statute Law p. 163].

Where a word is construed according to its strict or technical sense (this may mean the etymological or scientific as well as the legal or technical sense) its popular signification must also be looked into.

Statutory language must always be given presumptively the most natural and ordinary meaning which is appropriate in the circumstances [*Maunsell v. Olins* (1975) 1 All ER 16, p. 26 HL per Lord Simon].

A word which is not defined, but which is a word of every day use, must be construed in its popular sense [*Ramabai v. Dinesh,* (1976) Mah LJ 565].

Maxwell : In dealing with matters relating to the general public, statutes are presumed to use words in their popular, rather than their narrowly legal or technical sense.

Popular meaning is the meaning which would attach to a word in the common or ordinary use of language or according to the common understanding and acceptation of the term.

In *Robertson v. Day* [(1879) 5 App Cas 63] the expression "five miles square" was taken in its popular or commercial, rather than strictly mathematical sense as an area of twenty-five square miles irrespective of whether it forms a geometrical figure five miles square. [In strict mathematical sense it is an area of twenty-five square miles which forms a precise square].

Popular sense of a word is normally preferred as against its scientific or technical meaning in construing entries of goods in fiscal statutes [such as statutes dealing with excise, customs, octroi and sales tax]. Popular meaning is that meaning which is popular in commercial circles for such Acts essentially, in their working are concerned with dealers who are commercial men. In *Mukesh kumar Aggarwal & Co. v. State of M.P.* [AIR (1988) SC 563 p. 564], the Supreme Court had observed, "the common commercial sense of the words and not their scientific or technical sense is to be adopted for our merchants are not supposed to be naturalists, geologists or botanists". And in *Kisan Trimbuk Kothul v. State of Maharashtra* [AIR (1977) SC 435, p. 440] it was said that "consumers" understanding of the expressions used in legislation relating to them is also an input in judicial construction.

In *Ramavtar v. Asst. Sales Tax Officer*, [AIR (1961) SC 1325], sales of betel leaves were subjected to sales tax and it was contended that they were not so liable as they constituted 'vegetables' which were exempt from such tax. It was held that it being a word of everyday use it must be construed in its popular sense meaning 'that sense which people conversant with the subject matter with which the statute is dealing would attribute to it.It is to be understood in common language and not in a technical or, botanical sense.

Similarly it has been held sugarcane does not fall in the category of green vegetables for the purpose of Bihar Sales Tax Act, 1947 [*Motipur Zamindari Co. Ltd. v. State of Bihar,* AIR (1962) SC 660], while coconut is neither 'fresh fruit' nor 'vegetables' [*P.A. Thillai Chidambara Nadar v. Additional Appellate Asst. Commr.,* AIR (1985) SC 1678] and watery coconut is neither green fruit nor dried fruit [*Shri Bharauch Coconut Trading Co. v. Municipal Corpn. Ahmedabad,* AIR (1991) SC 494]. But it has been held that chillies and lemons [*Mongulu Sahu v S.T.O., Gunjan,* AIR (1974) SC 390] and green ginger [*State of West Bengal v. Washi Ahmed,* AIR (1977) SC 1638] are vegetables.

Applying the test of popular meaning while construing the Uttar Pradesh Sales Tax Act, 1948, it was held that Oil Seeds will include groundnut [*Avadh Sugar Mills Ltd. v. Sales Tax Officer, Sitapur,* AIR (1973)SC 2440] "Dyes and colours" will not include "food colours" and "Scents and perfumes" will not include "syrup essences" [*Commr. of Sales Tax, U.P. v. S.N.Bros., Kanpur,* AIR (1973) SC 78 p. 80]. By applying the same test Rice and paddy were held to be different commodities for the purposes of the Punjab Sales Tax Act, 1969 [*Ganesh Trading Co., Karnul v. State of Haryana,* AIR (1974) SC 1362].

Technical words in technical sense

If a word is of a technical or scientific character, it must be construed according to that which is its primary meaning, namely, its technical or scientific meaning [*Holt & Co. v. Collyer* (1881) 16 Ch. D. 718, 720].

The term technical says Craies can only mean terms of the particular art or subject-matter to which they relate [*Craies* on Statute Law seventh edn p. 165].

The first and elementary rule of construction is that it is to be assumed that words and phrases of technical legislation are used in their technical meaning if they have acquired one, and otherwise, in their ordinary meaning, and secondly, that the phrases and sentences are to be construed according to the rules of grammar, and it is not allowable to depart where the language admits of no other meaning [*Maxwell*, 12th edn. p. 28].

It is the sense in which those concerned with it understand it (the term or expression which has acquired a special meaning in a particular trade, business, profession, art or science) which constitutes a definitive index of legislative intention [*Indian Aluminium Cables Ltd. v. Union of India*, AIR (1985) SC 1201]. Words having *special meaning in trade, business etc.* should receive an interpretation in conformity with the practice in the trade or business etc.

In *Unwin v. Hanson* [(1891) 2 Q.B. 115 (CA) p. 119], Lord Esher MR. observed that if the Act is one passed with reference to a particular trade, business or transaction and words are used which everybody conversant with that trade, business or transaction knows and understands to have a particular meaning in it, then the words are to be construed as having that particular [or special] meaning.

Such a special meaning is called the technical meaning in order to distinguish it from the more common meaning that the word may have [*Union of India v. Garware Nylons Ltd.*, AIR (1996) SC 3509].

The special or technical meaning acquired by a word becomes the popular meaning in the context of the concerned trade, business, profession, transaction, art or science, and therefore, that meaning should normally be accepted. It is the sense in which those concerned understand a term that constitutes the definitive index of legislative intention.

There are, however, certain limitations to the rule which must be kept in view while applying it. The general understanding and acceptation of a special meaning contended for a particular word :

- must have been understood as such by the class as a whole and not, by a portion only of the trade, business or industry concerned;

- it must have been in vogue at the time of the passing of the Act using the particular word for which that meaning is contended.

Evidence to show that a word has acquired a special meaning in the business or industry concerned is admissible [*Union of India v. Delhi Cloth & General Mills Ltd.* AIR (1963) SC 791].

In *Aswini Kumar Ghose v. Arbinda Bose* [AIR (1952) SC 369 p. 373; 1953 SCR 1], the word 'practice' in Supreme Court Advocates (Practice in High Court) Act, 1951 came up for consideration before the Court. Patanjali Shastri, C.J. Said : 'The practice of law in this country generally

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involves the exercise of both the functions of acting and pleading on behalf of a litigant party; accordingly when the legislature confers upon an advocate the right to practice in a court, it is legitimate to understand that expression as authorising him to appear and plead as well as act on behalf of suitors in that court."

When construing revenue statutes utilising trade or technical terms, the law generally favours interpretation of the terms (by identifying the product by its functional character - i.e. as it would be identified by dealers and consumers) as they are understood in the trade to which the statute applies. A few illustrative cases are examined below.

In the context of hotel business preparation of foodstuffs by cooking or by other process does not result in manufacture [*Indian Hotels Co. Ltd. v. ITO*, AIR (2000) SC 2645].

Separation of asbestos fibre from the rock in which it is embedded by manual and mechanical means, does not result in manufacture [*Hyderabad Industries Ltd. v Union of India* (1995) 5 SCC 338].

Grey fabric after bleaching dyeing, printing sizing, shrink proofing etc. becomes a different commodity [*Ujagar Prints v. Union of India,* AIR (1989) SC 516].

'Glass mirrors' is a different article from 'glass and glass ware' [*Atul Glass Industries (P) Ltd. v. Collector of Central Excise,* AIR (1986) SC 1730].

A general merchant dealing in glass or table-ware cannot be regarded as dealing in goods used for making spectacles [*Real Optical Co. v. Appellate Collector of Customs & Anr.* (2001) 9 SCC 391].

Words having special connotation in Law in legal sense

It is a well settled principle of interpretation of statutes that where the legislature has used an expression bearing a wellknown legal connotation it must be presumed to have used the said expression in the sense in which it has been so understood [*Barras v. Aherdin Steel Trolley & Fishing Co.* (1933) AC 402].

Craies in his book on Statute Law, however, points out that the rule, as to words judicially interpreted also applies to words with wellknown legal meaning even though they had not been the subject of judicial interpretation.

In *Diwan Bros. v. Central Bank of India* [(1976) 3 SCC 800], the Supreme Court held that the word 'decree' has a wellknown legal significance or meaning, when the Court Fees Act uses this word then the legislature must be presumed to have used the term in the sense in which it has been understood, namely, as defined in the Code of Civil Procedure and it cannot apply to orders of Tribunal under the Displaced Persons (Debts Adjustment) Act, 1951. [The facts in this case were D claimed refund of a large sum of money by way of security deposits and commission. The Tribunal under the above 1951 Act dismissed the

claim. D appealed to High Court with a nominal court fee of Rs. 5. But the High Court took the view that the appellant should pay ad valorem court fee hence this appeal was filed before the Supreme Court].

In her *highness Rukmaboye v. Lallbhoy* [(1851-52) 5 MIA 234 : 8 MOO PC 4] it was said the words 'beyond the seas' are of legal import and effect and are synonymous with the words 'out of the territories' and 'out of the realm'. They have long been adopted by the legislature in a (legal) sense which may not improperly be called technical... the rule of construction of statutes requires that these words should be construed accordingly although that (i.e. legal) sense may vary from its strict literal meaning.

When words acquire a technical meaning because of their consistent use by the legislature in a particualr sense or because of their authoritative construction by superior courts, they are understood in that sense when used in a similar context in subsequent legislation [Rukmaboye's case (5 MIA 234)]. Dictionaries cease to be helpful in interpreting that word. The rule that legal words must be interpreted in legal sense is subject to context. Context may indicate that legislature intended to use the word in its literal and not legal sense. [*Rukmaboye's case was referred by the Supreme Court in Keshavji Ravji and Co. v. C.I.T.* AIR (1991) SC 1806, 1813].

In *Commissioner for Special purpose of Income Tax v. John Frederick Pamsel* [(1891-94) All ER Rep. 28, P. 54 HL], Lord Macnaughten said "In construing Acts of Parliament, it is a general rule that words must be taken in legal sense unless the contrary intention appears."

Words of legal import are those words which have, in law, acquired a definite and precise sense. Therefore, in interpreting an expression used in a legal sense, we have only to ascertain the precise connotation which it possesses in law. (per Venkatarama Aiyar, J in *State of Madras v. Gannon Dunkerley & Co.* AIR (1958) SC 560, 573].

It has been held that since the expression 'undischarged insolvent' has acquired a special meaning under the law of insolvency, court must understand that that is the meaning which is sought to be attributed to the expression used in Article 191(1)(c) of the Constitution [*Thampanor Ravi v. Charipara Ravi & Ors.* (1999) 8 SCC 74].

In *workmen of National and Grindlays Bank Ltd. v. National and Grindlays Bank Ltd.* [AIR (1976) SC 611), it was held that the words 'working funds' when used in the context of a banking company must be understood in a technical sense which they have acquired in that context. These words were therefore construed to mean paid up capital, reserves and average of the deposits for 52 weeks of each year for which weekly returns of deposits are submitted to the RBI.

A word or expression which has acquired a technical or legal meaning may be used by the legislature in its natural or literal sense. *Jones v. Tower Boot Co. Ltd.* [(1997) 2 All ER 406 CA] is a case in point where

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