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Statutes and Documents The Shared Rules of Interpretation

The framework for statutory as well as documentary interpretation reveals significant parallels in method and approach. Specifically, both generally prioritize the literal rule as the primary approach, while sometimes shifting towards a more contextual or harmonious construction.

The fundamental principle of statutory interpretation is that laws must be construed to reflect the true intention of the legislature, as the court's primary role is to interpret a statute according to the spirit of its creators. To achieve this, legal words or expressions should be understood and interpreted in a way that best harmonizes with the overall object and aim of the law. While courts endeavor to adopt a construction that fulfills this presumed intent of the legislature, they are not allowed to rewrite the words of a statute.

The rules for interpretation of documents are similar to the rules of interpretation of statutes in many ways which is essentially to ascertain the intention of the parties to a document. Over the years, the decisions made by the courts in this regard have been turned into a set of clear rules based on those very decisions. While these decisions are not rules of law – they are significant principles in understanding the meaning of the words used and identifying the intention behind the same.

The most essential and primary approach to statutory interpretation is the literal rule. In statutory interpretation, the literal construction principle must be applied whenever the language of a law is clear, unambiguous and straightforward. Therefore, in statutory interpretation, it is fundamentally presumed that the language employed by the legislature serves as the definitive expression of its intent; consequently, such terms ought to be construed according to their plain, ordinary, and natural meaning. A shift away from this literal approach is only permitted if the wording of the statute is vague or open to multiple different interpretations. In a similar manner, a well-established rule of interpreting documents holds that when defining a specific word or phrase, its plain and ordinary dictionary meaning should be preferred. Thus, when the contractual language is clear, it is the court's duty to give effect to the arrangement of the parties according to their intention and when such arrangement is in writing, the intention must

be sought within the specific words used. Unless the surrounding context clearly suggests a different intent, the general standard is to interpret a document based on the straightforward meaning of the language used within it.

However, one important aspect shared by both statutory and document interpretation is the avoidance of results that are clearly absurd, illogical or unfair. In statutory interpretation, if a literal reading leads to an absurdity, hardship, or injustice that was presumably not intended, the construction may be modified—even changing the sentence structure—to reflect the true intent of the legislature. This same rule governs the interpretation of deeds; if a literal reading leads to absurd, contradictory, or illogical outcomes, the general rules should be adjusted to prevent such a result. Consequently, the inclusion of a specific clause may be disregarded if it creates a condition that is fundamentally inapplicable or irrational. The foregoing may be regarded as a departure from the general principle.

Another shared characteristic in the interpretation of both statutes and deeds is the requirement of harmonious construction. The construction of a statute requires that the provisions of one section should not be interpreted in a manner that undermines or defeats the operation of another; rather, every effort must be made to read the legislative scheme as a cohesive whole. It is an established principle of interpretation that various sections must be harmonized wherever possible.

Similarly, a document has to be read harmoniously as a whole giving effect to all the clauses contained in that document which manifest the intention of the person who executed the document. Where various provisions of a document appear to be repugnant to one another, every effort must be exerted to harmonize the language and reconcile the inconsistent clauses. In many instances, a contractual agreement—particularly seen within the construction contracts—is comprised of multiple distinct documents that form a single, integrated instrument. When addressing ambiguities or resolving conflicting terms, it is important to view these various parts as a whole rather than isolated clauses. By examining the entire set of documents collectively, one ensures that the interpretation remains consistent with the overarching intent and that every clause is given its proper functional effect.

In essence, the interpretation of both statutes and private documents is guided by the same core objective: to honor the true intention of the creators. The task for interpretation is straightforward when the language is clear, as the words are construed according to their plain and ordinary meaning, except in rare circumstances where a literal application would lead to an outcome that is clearly inapplicable or irrational. However, a more complex task begins when the language is unclear and to resolve the same, the court must look beyond the specific wording to identify the true intent by examining the document in its entirety. This process requires a holistic review, ensuring that the meaning of an ambiguous phrase is resolved in a way that aligns with the overall purpose and structure of the instrument.

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