Bennion on Statute Law

Part 1 - Statutory Texts

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The Arrangement of an Act of Parliament

No one should expect to understand a provision of any Act of Parliament without thorough knowledge of the *form* of an Act. The long-standing failure to include statute law in their training syllabus has had unfortunate results in the way lawyers (including judges) handle statutes and determine their meaning. Since almost every legal point is now affected by statute law, the need for such training is obvious (it is spelt out in Bennion 1982(1) and (2)). This need was recognised by the Council of Legal Education, who in 1982 introduced for Bar students at the Inns of Court School of Law a preliminary course in statute law (conducted by the present author). As yet the authorities of the solicitors' branch of the profession have not followed suit.

The arrangement of the text of an Act of Parliament reflects its validating procedure. We take as our model current public general Acts (as opposed to local or private Acts) of the United Kingdom Parliament. Acts passed by the parliaments of other Commonwealth countries display similar features. (For a historical survey of the distinction between public general Acts and local or private Acts see Holdsworth 1924 XI, pp 287-303 and 324-364.) To provide concrete examples I use in this discussion and subsequently the Consumer Credit Act 1974, an Act I drafted myself and later expounded in two textbooks *(Consumer Credit Control* (1976 and updating releases) and *The Consumer Credit Act Manual* (3rd edn 1986), both published by Longman).

Preliminary material

Starting at the beginning of an Act, we find the year and chapter number. Thus the Consumer Credit Act is headed '1974 CHAPTER 39'. Acts were formerly regarded as chapters of the part of the statute book passed in a particular parliamentary session (usually running from November to July). Since the enactment of the Acts of Parliament Numbering and Citation Act 1962, chapter numbers have been assigned instead by reference to the calendar year. The first Act to receive royal assent after 31 December is numbered chapter

1, and so on to the end of the year. An Act may be cited either by its year and chapter number or by its short title.

Next comes the *long title*. The drafter is apt to regard the long title of his Bill rather differently from the way a user regards the long title of the subsequent Act (though on royal assent the one becomes the other). The drafter is concerned to comply with parliamentary rules of order under which the long title must be wide enough to embrace the contents of the Bill. At the same time he may be anxious to keep the long title as *narrow* as possible. This is because it is often politically desirable to restrict the range of amendments that can be moved. Under the doctrine of *scope* prevailing in the British House of Commons an amendment is out of order if beyond the scope of the Bill. While the long title does not entirely determine the scope, it influences the judgment of House officials in advising the Speaker on whether proposed amendments are in order.

So for the drafter the long title is a procedural device. For the practitioner, who knows little if anything of parliamentary procedure, the long title is what it appears to be: a description of the Act's contents and an aid to its construction. The dangers of one party not bearing the other's viewpoint in mind are obvious. For example the inexpert may go astray if they do not know that parliamentary rules require the long title to be amended where the Bill is altered so as to go beyond it.

The long title of the Consumer Credit Act 1974 runs:

> An Act to establish for the protection of consumers a new system, administered by the Director General of Fair Trading, of licensing and other control of traders concerned with the provision of credit, or the supply of goods on hire or hire-purchase, and their transactions, in place of the present enactments regulating moneylenders, pawnbrokers and hire- purchase traders and their transactions; and for related matters.

Note at the end the sweeping-up words 'and for related matters'.

The long title of an Act is immediately followed by a date in square brackets. This is the date of passing of the Act, that is the signifying of *royal assent*. In Britain it has not been signified by the Sovereign in person since 1854 (though it has elsewhere in the Commonwealth). The procedure is now governed by the Royal Assent Act 1967, replacing the Royal Assent by Commission Act 1541. The form and manner customary before 1967 is however preserved by the Act (for details see Bennion 1984(1), pp 106-123). Royal assent cures procedural defects. The United Kingdom is not subject to procedural restrictions imposed by a written constitution, breach of which may invalidate legislation (see *Bribery Commission* v *Ranasinghe* [1965] AC 172). This has important consequences, which are not always fully understood by judges interpreting legislation. The Act in the form to which royal assent is signified is in its entirety the product of Parliament. That applies to such

matters as headings, marginal notes and punctuation as much as to the substantive text. We return to this point below (p 51).

Next comes the ***preamble,*** where used. This is often confused with the long title. Even judges are not immune from error. In *Ward* v *Holman* [1964] 2 QB 580, Lord Parker CJ referred to the long title of an Act as the 'preamble'. Goff LJ did the same thing in *Re Coventry deed* [1980] Ch 461, 484. In fact, however, there is a clear distinction between preamble and long title. The preamble begins 'WHEREAS' and continues with an explanation as to why it is expedient to pass the Bill. It was often used in former times to explain to MPs the reasons and objects of the legislation. Its place is now partly taken by the explanatory memorandum which is affixed to the front of a Bill on introduction. The advantage of this is that it does not form part of the Bill and therefore no possibility can arise of inconsistency between the objects stated in the preamble and the provisions of the Bill.

Modern public Acts usually do without preambles, but they are still obligatory in an Act originating as a private Bill. I last used a preamble when drafting the Performers' Protection Act 1963. It reads:

WHEREAS, with a view to the ratification by Her Majesty of the International Convention for the Protection of Performers, Producers of Phonograms and Broadcasting Organisations entered into at Rome on 26th October 1961, it is expedient to amend and supplement the Dramatic and Musical Performers' Protection Act 1958 (in this Act referred to as 'the principal Act').

Sometimes a preamble consists of more than one paragraph. The preamble to the Parliament Act 1911, contained a second paragraph which still mocks the frailty of human intentions:

AND WHEREAS it is intended to substitute for the House of Lords as it at present exists a Second Chamber constituted on a popular instead of hereditary basis, but such substitution cannot be immediately brought into operation:

Eighty years later, the substitution is no more likely to be 'immediately brought into operation'! Next the *enacting formula* is set out. In Britain this normally reads:

BE IT ENACTED by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Where a preamble is used these words are preceded by 'Now Therefore'. The formula is different in the case of financial Bills for aids and supplies. These are known as 'Most Gracious Sovereign' Bills from the opening words of the enacting formula. Also different is the enacting formula for Bills passed without the consent of the

peers under the Parliament Act 1911 (see s 4 of that Act). Formerly an enacting formula preceded each provision of an Act, but Lord Brougham's Act of 1850 abolished the need for this (see now Interpretation Act 1978, s **1).**

Division into sections

The preliminaries over, we come to the body of the Act. This consists of *sections.* The practice of arranging an Act in this way was introduced by Lord Brougham's Act of 1850, which said that every Act containing more than one enactment should be divided up into sections. Where a section contains distinct propositions the modern practice is further to divide it into *subsections*. Every section has a *marginal note* indicating its content, but marginal notes are not affixed to subsections.

Each section should deal with one topic. Sir Courtenay Ilbert advised drafters: 'If the marginal note cannot be made short without being vague, or distinctive without being long, the presumption is that more clauses than one are required' (Ilbert 1901, p 246). An exception arises where for political reasons the number of clauses must be kept down. Only if the Act is later consolidated with others (see chapter 6) will there be an opportunity to divide up the over- long clauses. It is likely not to be taken.

The Consumer Credit Act 1974, contains 193 sections. Since it is a typical modern regulatory Act it is of interest to note its employment of subsections, as follows:

No of sections	
Not divided into subsections	37
Divided into 2 subsections	39
Divided into 3 subsections	27
Divided into 4 subsections	26
Divided into 5 subsections	25
Divided into 6 subsections	15
Divided into 7 subsections	12
Divided into 8 subsections	8
Divided into 9 subsections	3
Divided into 10 subsections	0
Divided into 11 subsections	1

When it is realised that over 80 per cent of the sections are divided into subsections it becomes apparent that the lack of marginal notes to subsections is a serious handicap to comprehension.

Each section or, where there is division into subsections, each subsection, normally consists of one sentence only — however long it may be. Defending this practice before a Select Committee of the House of Commons in 1971, Sir John Fiennes, then head of the Parliamentary Counsel Office, said:

Each subsection must be, up to a point, self-contained, or else the reader must be warned that it is not self-contained. This is a reason why, when you start breaking up the longer sentences, you very often double the overall length, because you have to put into each separate short sentence express words to indicate its link with the rest . . . You cannot have a discursive paragraph of the sort one puts into a letter, where each sentence supports the one before and the one after, and rely on people to read the whole thing and spell the meaning out from the overall effect. (Select Committee 1971, p 201. For my not very successful attempt to counter this see *ibid* pp 224-5.)

The very long sentences of modern British statute law have a history going back to the origins of voluminous parliamentary legislation. Maitland pointed out that the mass of eighteenth century statute law is enormous, and bears 'a wonderfully empirical, partial and minutely particularising character' rarely rising to the dignity of a general proposition. Parliament was endeavouring to govern the nation directly, without the aid of the permanent civil servants of today. Lengthy statutes did much of that work of detail which would now be delegated to ministers and other public authorities. 'Moreover,' adds Maitland, 'extreme and verbose particularity was required in statutes, for judges were loath to admit that the common law was capable of amendment.' Judges sought to protect it 'by a niggardly exposition of every legislating word' (Maitland 1911, p 605). Judges have long since dropped this attitude but the legacy remains: indeed Maitland himself approved of it, criticising the fact that in his own day too many statutes had been passed 'whose brevity was purchased by disgraceful obscurity' *{ibid* p 606).

A legislative sentence can be divided up as indicated by the following simplified example:

Case	— Where a person is in charge of a vehicle
Condition	— if so required by a constable
Subject	— that person
Declaration	— shall produce his licence
Exception	— unless he is exempt from holding a licence

Note that the exception, which may be expressed as a proviso, is really a modification of the Case. The latter could be rewritten: 'Where a person who is not exempt from holding a licence is in charge of a vehicle'. This is all right when the exception can be briefly expressed. In other cases it is better stated separately, either as a proviso (beginning 'Provided that . . . ') or as a separate sub- section. Note also that the Declaration is the only element which is invariably present. It appears by itself in a declaratory provision making clear the existing law (see further p 223 below).

Where the sentence exceeds a certain length the modern practice is to aid comprehension by using indented paragraphing. As a brief

example of a section we may take the following from the Consumer Credit Act 1974:

Conduct of business.

26. Regulations may be made as to the conduct by a licensee of his business, and may in particular specify —

(a) the books and other records to be kept by him, and

(b) the information to be furnished by him to persons with whom he does business, and the way it is to be furnished.

The reader may wonder why the section does not say by whom the regulations are to be made. The answer is to be found in the *interpretation section* (s 189), which says that 'regulations' means regulations made by the Secretary of State.

Definition sections are very frequent in modern Acts. Apart from explaining the meaning of terms used, they shorten the Act by enabling repetition to be avoided. Sometimes they are inappropriately worded. Amusement was caused by the definition of 'short lease' as meaning 'a lease which is not a long lease' (Income Tax Act 1952, s 172(1)), though the definition was perfectly sensible because 'long lease' was fully defined elsewhere. A choice example is to be found in the Darlington Improvement Act 1872:' "new building" means any building pulled or burnt down to or within ten feet from the surface of the adjoining ground'. Definitions are either comprehensive (using 'means') or enlarging (using 'includes'). As to the difference see *Earl of Normanton v Giles* [1980] 1 WLR 28, 31. Sometimes, on the elephant principle, a well understood term is not defined even where, being a technical term of art, it strictly needs a definition. An example is 'magistrates' court'. It receives a fairly elaborate definition in s 148 of die Magistrates' Courts Act 1980, which is expressed to be for the purposes of that Act only. Nevertheless it is frequently used in other Acts without definition.

Statutory definitions are further discussed below (pp 131-135).

Short and collective titles

A modern Act sets out the short title by which it may be referred to. Where there are two or more Acts with similar short titles the practice is also to bestow a collective title. For example s 5(1) of the Performers' Protection Act 1963 reads: '(1) This Act may be cited as the Performers' Protection Act 1963, and the principal Act and this Act may be cited together as the Performers' Protection Acts 1958 and 1963.' The short title should really be short. The following example from Africa is not recommended: 'This Act may be cited as "The Law for the people who do not pay their taxes before the end of the year for which it *(sic)* is due, 1910" ' (Cited Alison Russell 1938, p 33).

These are required purely for the purposes of House of Commons procedural rules, but there is nothing on the face of the Act to indicate this. In the Consumer Credit Act 1974, s 190 is the expenditure clause. It is too long to reproduce here but its gist is that there shall be defrayed out of money provided by Parliament all expenses incurred by Ministers under the Act, and that licensing fees received by the Director General of Fair Trading shall be paid into the Consolidated Fund. These are the usual provisions.

An expenditure clause is only needed where the Bill is introduced in the House of Commons. The clause is printed in italics to indicate that notionally the Bill contains no expenditure provisions (the italicised words being treated as not present). The Bill can therefore proceed to second reading without infringing the House rule that financial supply can be debated only in committee. An expenditure clause should not be included in a Bill introduced in the Lords, though sometimes this rule is overlooked. It is not even needed when the Lords Bill reaches the Commons, because so-called privilege amendments are first made by the Lords.

It follows that an expenditure clause has no legislative effect, and should not be reproduced when the Act is consolidated. This rule too is often disregarded (see for example the Wages Councils Act 1979, s 30). The Renton Committee recommended that the practice of italicising expenditure clauses should be abolished (Renton 1975, para 18.22). This would require an amendment to House of Commons practice however, and there would then be no point in having an expenditure clause anyway. It is not needed to satisfy the procedural requirement that new heads of public expenditure require legislative sanction because the general provisions of the Bill do this. The only possible exception is where there is already power to incur the expenditure, and the sole purpose of the Bill is to satisfy the procedural requirement. Apart from declaratory provisions, this is the one case where an Act of Parliament does not change the law (Hutton 1961, p 20).

Repeals

Where the Act replaces a number of existing enactments the practice is to effect the consequential repeals by means of a columnar repeals Schedule introduced by one of the supplemental sections found at the end of the Act. If a repeal is important enough to be drawn to the attention of Parliament the British practice is to effect it in the body of the Bill by saying that the enactment in question shall 'cease to have effect' and then insert it also in the repeals Schedule. This habit of repealing an enactment twice over has led judges ignorant of statute law into trouble (see ***Commissioner of Police of the Metropolis*** v ***Simeon*** [1982] 3 WLR 289). It can create ambiguity

where the drafter fails to ensure that the effect of the two repeals is identical. For an example see the Criminal Law Act 1977, s 56(2) which, in repealing certain provisions relating to coroners, includes a saving not reproduced in the repeals Schedule to that Act (Sched 13).

This leads us to the rule in *A-G v Lamplough* (1878) 3 Ex D 214, and very deep waters indeed. The principle of textual amendment requires one to be able to treat the amended text as definitive and forget about repealed parts of it. But will *Lamplough* let us do this? The point is dealt with below (p 330).

Extent

Where a British Act contains no extent clause it is taken (unless there is some indication to the contrary) to operate throughout the United Kingdom (ie England, Scotland, Wales and Northern Ireland) but not beyond. It does not therefore extend to the Channel Islands or the Isle of Man, nor to any other British possession. It follows that there is no need to say, as for example s 193(2) of the Consumer Credit Act 1974 does, 'This Act extends to Northern Ireland'. However, by a convention designed to aid the legal officials of that province (who tend to be somewhat fewer in numbers than the workload requires) the words are inserted where appropriate.

Evidence to the Renton Committee complained that the fact that the full extent of an Act may not be specified (because to do so is legally unnecessary) is a source of obscurity. For example, an Act carrying no express statement of its extent may in fact extend only to England and Wales because it consists solely of amendments to Acts which themselves extend only to England and Wales. The Committee recommended that extent clauses should ordinarily be included whether necessary or not (Renton 1975, paras 6.11 and 18.14). Like most Renton recommendations, this has been ignored by the Parliamentary Counsel Office (for Lord Renton's complaints about the ignoring of his Committee's report see Statute Law Society, 1979, pp 2-8). The reason is no doubt that it tends to increase a busy drafter's workload.

Commencement and transitional provisions

Until 1793 the rule was that all Acts passed in a parliamentary session were deemed to have come into force on the first day of the session unless the contrary was stated in a particular Act. Reciting that this retrospectivity produced 'great and manifest injustice', the Acts of Parliament (Commencement) Act *192* (which is still in force) required the Clerk of the Parliaments to endorse in English on every Act the date of royal assent. As mentioned above (p 42) it is to be placed 'immediately after the title' (nowadays usually called the long title) and is to be the date of commencement 'where

no other commencement shall be therein provided' (see now Interpretation Act 1978, s 4).

Frequently nowadays another commencement *is* therein provided, either by specifying a date or dates or giving a minister power to make one or more commencement orders. It is felt that people should if possible be given time to prepare for the coming into force of an enactment which affects their conduct and affairs. Furthermore modern regulatory Acts require time for the erection of necessary administrative machinery. Often they are skeleton structures, requiring to be fleshed out by ministerial regulations and orders. It is the wise modern practice to conduct extensive consultations with the trade and other interests concerned before making these. All this induces delay, as the example of the Consumer Credit Act 1974 illustrates. Section 192(2) of the Act provided for the making of commencement orders bringing the operative provisions of the Act into force. The complication of the position is indicated by the fact that in my book *Consumer Credit Control* a table included as an outline guide to the commencement situation of the various provisions of the Act occupies no less than 11 pages. The final commencement order was made only in 1989, 15 years after the Act was passed!

Complaints are frequently made about the difficulty caused to practitioners by complications over the commencement of statutory provisions. One difficulty is the tracking down of commencement orders. Her Majesty's Stationery Office now publishes these in a separate series with its own numbering (preceded by the letter C), but they are often complicated by the inclusion of transitional provisions. It may be necessary, both in the Act itself and in commencement orders, to include detailed directions bridging the transition between the periods before a provision first becomes operative and the time when it is fully in force. In an attempt to assist in this problem I devised a special procedure for the Consumer Credit Act 1974. The commencement and transitional provisions are set out in a Schedule (Sched 3), of which the following paragraph is a brief sample:

Credit reference agencies

48. Sections 157 and 158 do not apply to a request received before the day appointed for the purposes of this paragraph.

Section 192(2) requires every commencement order to include a provision amending Sched 3 so as to insert an express reference to the day appointed. Accordingly this paragraph has been amended to read: 'Sections 157 and 158 do not apply to a request received before 16th May 1977'. Sometimes the position is more complicated than this. A provision may be brought into force on different dates for different purposes, for example. Whatever is done, Sched 3 must be amended accordingly so that it gives a complete picture. The result is that a practitioner who consults an updated reprint of

Sched 3 has no need to bother with the commencement orders. (See further p 328 below.)
Before ending this account of the *sections* of an Act reference should be made to *recitals.* Occasionally these are placed at the beginning of an individual section and serve a purpose similar to that of the preamble to an Act. Modern examples are: Government of India Act 1935, s 47; Public Works Loans Act 1947, ss 3 and 4; Superannuation (Miscellaneous Provisions) Act 1948, s 13. Sometimes a mere subsection has a recital — see Income Tax Act 1952, s 444(3).

Parts and headings

In a major Act the practice is to group sections together to form *Parts.* Thus in the Consumer Credit Act 1974, the 193 sections are distributed among 11 parts each with a descriptive heading. Part III, consisting of 22 sections, is headed 'Licensing of Credit and Hire Businesses'. In his book *Legislative Drafting: A New Approach,* Sir William Dale welcomed the innovation by which in the Consumer Credit Act 1974, there is printed, at the top of the margin on each page, the title of the Part (Dale 1977, p 272). Like the innovative commencement provision it has not since been followed however.
Where an Act is not large enough to justify division into Parts each fasciculus of clauses may for convenience be given a cross- heading. This is also done within Parts. For example in Part III of the Consumer Credit Act 1974, the first six clauses have the cross-heading 'Licensing principles'. As with marginal notes, cross- headings are not subject to amendment in the Westminster Parliament. If any alteration is necessary it is made informally on the advice of the drafter.

Schedules

Finally in this description of how the text of an Act is laid out we come to *Schedules.* It is a common practice to relegate matters of detail to a Schedule placed at the end of the Act. The Schedule is introduced by appropriate words in one of the sections. For example, Sched 1 to the Consumer Credit Act 1974, groups together all the new criminal offences created by the Act. It is introduced by s 167(1), which begins: 'An offence under a provision of this Act specified in column 1 of Schedule 1 is triable in the mode or modes indicated in column 3 . . . '. Normally in British Acts the practice is to qualify every reference such as 'Schedule 1' by adding 'to this Act' or similar words. I find this repetitious and irritating, so the Consumer Credit Act 1974 includes in s 189(7) a general provision making this qualification once and for all. In most Commonwealth countries such a general provision is included

in the Interpretation Act (eg Interpretation Act (Northern Ireland) 1954, s 11(6); Interpretation Act 1967-68 (Canada), s 33(2) and (3)). In the new British Interpretation Act, passed in 1978, the opportunity to incorporate this useful feature was neglected.

Schedules are usually equipped with titles in the form of an opening heading. If not tabular in form they normally consist of ***paragraphs***. These are like sections in that they may if long be subdivided. The subdivisions are known as ***subparagraphs***. Neither paragraphs nor subparagraphs have marginal notes. Like the sections of an Act, the paragraphs of a Schedule may be grouped into Parts or under cross-headings. It is sometimes said that the headings in a Schedule have more authenticity than those between sections because the adducing words bring in the entire Schedule. The sections are 'stood part' of the Bill individually in the form of clauses. The better view is that such distinctions are unsound. The entire Act receives royal assent, and no one outside Parliament has the right to challenge any part of it. Indeed to do so is to contravene a fundamental provision of the Bill of Rights (1688), namely that proceedings in Parliament 'ought not to be impeached or questioned in any court or place' outside it. Sir William Dale says that 'Excessive scheduling is a besetting fault in United Kingdom drafting' (Dale 1977, p 59). The Renton Committee takes the opposite view, endorsing the Law Society's submission that all detailed provisions should be relegated to Schedules (Renton 1975, para 11.25).

A special type of Schedule is that known as a Keeling Schedule, after a Member of Parliament of that name. It was first used in 1938. The purpose is to help MPs understand a Bill which makes textual amendments in an enactment. The Keeling Schedule sets out the wording of the enactment, indicating by bold type the changes proposed. For lengthy examples see Town and Country Planning Act 1947, Sched 11 and Cinematograph Films Act 1948, Sched 2. The words adducing the Schedule say that in accordance with amendments made earlier in the Bill the enactment in question shall have effect as set out in the Keeling Schedule. This has the unfortunate result that a device intended merely for the enlightenment of MPs remains in the Bill as enacted (though in printing the Bill as an Act the passages in bold type are reset in ordinary type). Awkward results have been known to follow. If you further amend the enactment on a later occasion must you also amend the Keeling Schedule? Suppose an error in transcription is made when writing out the Keeling Schedule — which version then constitutes the law? This actually happened with the Cinematograph Films Act 1948. Indeed *two* errors were made, one of which seriously affected the meaning. Further objections to the Keeling Schedule are that it cannot reflect non-textual modifications made by the Bill containing it (eg by s 9(2) and (3) of the Cinematograph Films Act 1948) and that it uselessly clutters up the statute book. The same purpose, without these drawbacks, is served by the textual

memorandum (see my evidence on this to the Renton Committee, reprinted in Bennion 1979(4), pp 43-4 and 74-9). The Renton Committee accepted the value of a textual memorandum (Renton 1975, para 20.2(45)).

Punctuation

Finally a word should be said about *punctuation* in Acts. In *Crates on Statute Law* it is said that 'punctuation forms no part of any Act' (Craies 1971, p 198). This cannot be accepted. It was true only of private Acts up to 1960. Modern drafters of public general Acts take great care with punctuation, and it undoubtedly forms part of the Act as inscribed in the royal assent copy and thereafter published by authority (note that the Interpretation Act 1978, s 19 requires citation of one Act by another to be read as referring to it *as printed by authority)*.

Nor can the historical justification for the statement in *Craies* (namely that on the Parliament Roll there is no punctuation) be supported, even in the case of older Acts. As Mellinkoff has shown, this is a mere canard: 'English statutes have been punctuated from the earliest days' (Mellinkoff 1963, pp 157-170). Usually worthy of high respect, Lord Reid must be disregarded when he says in *IRC v Hinchy* [1960] AC 748: 'Even if punctuation in more modern Acts can be looked at (which is very doubtful), I do not think one can have any regard to punctuation in older Acts'. I am afraid this is just one more judicial pronouncement based on inadequate knowledge of the nature of Acts of Parliament. The truth is that punctuation in an act should be regarded the way it is in any other text, as an aid to understanding. Drafters are taught that it is bad workmanship to make your meaning depend on a comma or a bracket — or any other punctuation mark. Punctuation is to facilitate comprehension not alter meaning.

For further details as to the arrangement of an Act, and its significance in interpretation, see the discussion of the functional construction rule at pp 119-131 below.