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Statutory Interpretation
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Ordinarily, [the legal meaning] will correspond with the grammatical meaning of the provision. But not always. The context of the words, the consequences of a literal or grammatical construction, the purpose of the statute or the canons of construction may require the words of a legislative provision to be read in a way that does not correspond with the literal or grammatical meaning.

- *Project Blue Sky v Australian Broadcasting Authority* (1988) 194 CLR 355 at [78]

[T]he task of statutory construction must begin with a consideration of the text itself. Historical considerations and extrinsic materials cannot be relied on to displace the clear meaning of the text. The language which has actually been employed in the text of the legislation is the surest guide to legislative intention. The meaning of the text may require consideration of the context, which includes the general purpose and policy of a provision, in particular the mischief it is seeking to remedy.

- *Alcan (NT) Alumina v Comm’r of Territory Revenue* (2009) 239 CLR 27 at [47]

Statutory language, like all language, is capable of an almost infinite gradation of 'register' – ie, it will be used at the semantic level appropriate to the subject matter and to the audience addressed ... It is the duty of a court of construction to tune in to such register and so to interpret the statutory language as to give to it the primary meaning which is appropriate in that register.

- *Maunsell v Olins* [1975] AC 373 at 391

[Some expressions are] protean, capable of a number of meanings according to the context in which it appears. The technique of statutory construction is to choose from among the range of possible meanings the meaning which Parliament should be taken to have intended.

- *Independent Commission Against Corruption v Cunneen* (2015) 256 CLR 1 at [57]

The minister's words ... cannot be substituted for the text of the law, particularly where the minister's intention, not expressed in the law, affects the liberty of the subject.

- *Lacey v Attorney General (Qld)* (2011) 242 CLR 573 at [61]

A ... danger that must be avoided in identifying a statute's purpose is the making of some *a priori* assumption about its purpose. The purpose of legislation must be derived from what the legislation says, and not from any assumption about the desired or desirable reach or operation of the relevant provisions.

- *Certain Lloyd's Underwriters v Cross* (2012) 248 CLR 378 at [26]

It is only if some *a priori* assumption is made about the intended reach of the provision that considering its purpose casts light on the question. To reason in that way begs the question. Rather, it is necessary to consider the words of the provision. It is there that the intended reach of the legislation is to be discerned.

- *Minister for Employment v Gribbles Radiology* (2005) 222 CLR 194 at [21]

58(2) Not later than 14 days before the day on which the renewable insurance cover provided under a contract of general insurance (in this section called the **original contract**) expires, the insurer shall give to the insured or a person acting as agent for the insured a notice in writing informing the person to whom the notice is given of the day on which and the time at which the cover will expire and whether the insurer is prepared to negotiate to renew and extend the cover.

(3) Where:

an insurer has failed to comply with subsection (2); and

before the original contract expired, the insured had not obtained from some other insurer insurance cover to replace that provided by the original contract;

then, by force of this section, there exists between the parties to the original contract a contract of insurance that provides insurance cover as provided by the original contract ...

- 59(1) An insurer who wishes to exercise a right to cancel a contract of insurance shall give notice in writing of the proposed cancellation to the insured.
- (2) The notice has effect to cancel the contract at whichever is the earlier of the following times:
- (a) the time when another contract of insurance between the insured and the insurer or some other insurer, being a contract that is intended by the insured to replace the first-mentioned contract, is entered into;
 - (b) whichever is the latest of the following times:
 - (i) 4 o'clock in the afternoon of the third business day ... after the day on which the notice was given to the insured;
 - (ii) if a time is specified for the purpose in the contract – that time; and
 - (iii) if a time is specified in the notice – that time.

A person must not, whether in New South Wales or elsewhere, publish a NSW race field unless the person:

- (a) is authorised to do so by a race field publication approval and complies with the conditions (if any) to which the approval is subject, or
- (b) is authorised to do so by or under the regulation.

NSW race field means information that identifies, or is capable of identifying, the names or numbers of horses or dogs:

- (a) that have been nominated for, or that will otherwise take part in, an intended race to be held at any race meeting on a licensed racecourse in New South Wales, or
- (b) that have been scratched or withdrawn from an intended race to be held at any race meeting on a licensed race course in New South Wales.

...

publish means disseminate, exhibit, provide or communicate by oral, visual, written, electronic or other means (for example, by way of newspaper, radio, television or through the use of the Internet, subscription TV or other on-line communications system), and includes cause to be published.

- (2) An application for an authorisation to which this section applies must:
- (a) be in the form and manner approved by the Authority (or, in the case of an application for an extended trading authorisation for a small bar, by the Secretary), and
 - (b) be accompanied by the fee prescribed by the regulations and such information and particulars as may be prescribed by the regulations, and
 - (c) if required by the regulations to be advertised—be advertised in accordance with the regulations, and
 - (d) comply with such other requirements as may be approved by the Authority (or, in the case of an application for an extended trading authorisation for a small bar, by the Secretary) or prescribed by the regulations.

(3) In determining an application for an authorisation, the Authority has the same powers in relation to the application as the Authority has in relation to an application for a licence. The Authority may determine the application whether or not the Secretary has provided a report in relation to the application.

...

(5) Any person may, subject to and in accordance with the regulations, make a submission to the Authority in relation to an application for an authorisation.

(6) If any such submission is made to the Authority, the Authority is to take the submission into consideration before deciding whether or not to grant the authorisation.