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INTRISTIC AIDS IN US LAW

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Abstract

Legislative intent can often be difficult to ascertain from a section's literal meaning, which can put the judiciary in a challenging position. The internal assistance listed in the Act take effect at these points. By interpreting the lawmakers' intentions when they crafted the statute, these tools help the courts understand the true intent of the law and guarantee that it is applied correctly.

The many types of internal aids have been studied through case law, with a focus on both their advantages and disadvantages. It is important to remember that although internal aids are heavily employed in the interpretation of statutes, the enacting provision would supersede the former in the event of a conflict. Internal aides do not conflict with the enacting clause; rather, they are meant to augment it. In the event of a contradiction, we assume that the enacting clause's literal meaning will prevail over the others.

Introduction

A statute consists of several parts including short title, long title, marginal notes, preamble, headings, punctuations, definitions, provisos, illustrations, exceptions, saving clauses, explanations and schedules and the list goes on to include every other part of a statute which assists Courts in interpretation of that particular statute understanding the intention of the lawmaker.[1]

[1] St. Louis, Earl Crawford, *Construction of Statutes: Including a General Discussion of Certain Foundational Subjects* (4th edn, Thomas Law Book Co.)

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We often refer to words, phrases, clauses, provisos and sections and every other part of the statute in order to get the context or reference of the statute. The Court while interpreting a statute cannot separate words and give them abstract meaning. In fact it is crucial that every part of the statute is considered together and the statute as a whole is given meaning. Some of the distinct US cases have highlighted the significance of context like in a particular case, the Court in the light of context of the law found that an employee could not have his pay certified within the amount sanctioned by the Board of Estimate in the City Budget.[2]

Furthermore, a preamble can be used for further assistance for interpretation of a statute. A preamble comes in handy whenever there is confusion with regards to the construction of the body of statute considering that the preamble usually acts as the Statement of Purpose of the lawmakers describing the purpose for enactment of the particular provision.[3]

Similarly, title, chapter, marginal notes, section headings are used for interpretation of a statute when there is ambiguity on the language of the enacting clause. Additionally, legislative definitions aid in the interpretation of statutes but it is also pertinent to note that the mere legislative definition cannot override the effect of the entire statute read together in its entirety if both seem to be contradictory to each other.[4] The significance of the different parts of a statute has been explained further through case laws in this research paper.

Summary of Case Laws on Intrinsic Aids in US Laws

Use of Context as an Internal Aid to Interpret Statutes

The phrases, words, clauses, sub-sections, provisos and every other part of a statute must be interpreted with reference to context. This implies that Courts while interpreting a particular statute cannot just isolate words and give them an abstract meaning or consider a part of the statute separately. It would be imperative for Courts to consider every part of the statute together and read it as a whole. We can understand the importance of taking context of the statute through the following cases.

In the fascinating case of ***Raynor v United States,***[5] the history and legislative intent is taken into

[2] *Dixon v La Guardia* 166 N. Y. S. (2) 466.
[3] Antonin Scalia, *Bryan a Garner, Reading Law: The Interpretation of Legal Texts* (1st edn, Thomson).
[4] Adler, Matthew D and Kenneth Einar Himma, *The Rule of Recognition and the U.S. Constitution* (N.Y.: OUP 2009).
[5] 302 U.S 540 (1938).

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consideration in order to get a context. This case runs back to 1936 when the respondents were found in possession of a paper similar to the distinctive paper adopted by the Secretary of the Treasury in the year 1928 for carrying out obligations and securities of the United States. The paper possessed by the respondents was practically of the same color, thickness, weight and appearance as that of the distinctive Government paper and was cut to the dimensions of $20 Government obligations. Though the paper possessed by the respondents rattled like genuine money, it did not have red and blue silk fibers throughout.

The respondents had been convicted by the ***Federal District Court of US under section 150 of the Criminal Code*** which states that "whoever shall have or retain in his control or possession, after a distinctive paper has been adopted by the Secretary of the Treasury for the obligations and other securities of the United States, any similar paper adapted to the making of any such obligation or other security, except under the authority of the Secretary of the Treasury or some other proper officer of the United States, shall be fined not more than $5,000, or imprisoned not more than fifteen years, or both".

The case however went in appeal before the ***Circuit Court of Appeals*** which reversed the decision of the District Court upholding that the Criminal Code did not intended to prohibit the possession of only the distinctive paper and no other paper even if it resembled the distinctive paper and was well-suited for the purpose of counterfeiting. The matter has now come up before the Supreme Court and waits the decision of the highest court of appeal.

The Court delved into the history and evolution of the Act to understand the legislative intent and get a context on the same. The Act under which the respondents were convicted stretches way back to 1837 when the Congress authorized issue of unprecedented amount of treasury notes to combat the conditions of unemployment and business distress and made it a criminal offense to make and pass counterfeit money. The original Act also prohibited the possession of 'similar' paper which was either to be forged or counterfeited. These provisions of the Act were re-enacted later in years in 1847, 1857, 1860, 1861 and 1862 and so on. The Congress later even devised special funds to detect and punish people guilty of counterfeiting and in 1864 it struck down the part of 'intent' from the provision making mere unauthorized possession of imitation paper a crime. The Apex Court thus failed to find anything to affirm the decision of the Court of Appeals considering the legislature always intended to penalize counterfeiting.

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The phrase "similar paper adapted to making such obligations" was interpreted by the Court as any paper suitable for counterfeiting as "similar" in this context implies 'somewhat like' and not exactly the same thus ruling out the conclusion of the Circuit Court of Appeal which restricted the prohibition only to distinctive paper.

The Supreme Court further went on to find out the context of ***"obligations"*** as mentioned in the provision and stated that in this case "obligations" does not just mean "genuine obligations" but appears relating to offenses against currency which can be often referred to as "counterfeit" or ***"spurious"*** obligations.

Court thereafter, taking into account the context of the provision pronounced that in this case the similar paper in possession of the respondents could not be used to cater to the genuine Government obligations and that the phrase "similar paper adapted to making government obligations" very clearly refers to counterfeiting. Thus the decision of the Circuit Court of Appeal was reversed and the conviction of the respondents was yet again upheld by the Supreme Court. This case thus highlights the importance of context and how the same can be used to reach crucial decisions.

In yet another case of ***Dyer v Dyer***[6] emphasis was laid on the pertinence of 'context' for interpretation of statutes. The current case relates to the context of the word "alimony" used in the proviso. The substantial facts of the case are that the plaintiff and defendant were a married couple who resided in North Carolina. However, after differences arose, the plaintiff instituted an action against the defendant in 1934 for payment of reasonable subsistence and counsel fees under section 1667 of the Consolidated Statutes.

The proviso of the particular provision states "Provided, that in all applications for *alimony* under this section it shall be competent for the husband to plead adultery of the wife, . . . and the issue be found against her by the judge, he shall make no order allowing her any sum whatever as *alimony* . . ."
Clement, Judge of the Superior Court ordered the defendant to pay the plaintiff $75 per month for reasonable subsistence. However, the defendant willfully on several occasions disobeyed the order of the Court and refused the pay up the amount owing to which he was charged with

[6] 194 S.E. 278 (1937).

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contempt. The defendant was later given a chance to absolve himself from the liability by making payments to the plaintiff in arrears. In 1936, the defendant appealed for a modification in the order of 1934 pleading the Court to decrease the amount to be paid. Honorable Judge Rousseau refused to make any amends following which the defendant refused to comply with the provisions and stopped payments for the months of April, May and June of 1937. He then instituted a suit of divorce against the plaintiff while she was in Kentucky on the ground of separation for two years.

The suit instituted by the defendant for absolute divorce was not entertained by the Court and the Court relying on the judgement of April 1934 instead ordered to keep him in custody for non-compliance with the judgement. The main bone of contention before the Court was that though the ground sought for divorce was valid, would it acquit him of the charge of contempt of Court for not paying subsistence to his wife?

The Court relying on section 1663 of the Consolidated Statutes which states that "A decree for absolute divorce upon the ground of separation for ten successive years as provided in C. S., 1659, shall not impair or destroy the right of the wife to receive alimony under any judgment or decree of the court rendered before the commencement of the proceeding for absolute divorce" pronounced that the defendant would be liable to pay the amount of alimony and non-payment of the same would lead to contempt of Court. The period of 10 years mentioned in section 1663 was reduced to 2 years of separation in the landmark judgement of Howell v Howell.[7]

The defendant contended that the word "alimony" used in S***ection 1663*** had a narrow technical meaning which confines the provisions from being applied to judgements in actions brought by the plaintiff i.e. under section 1667. The Court in response interpreted the term "alimony" as maintenance for means of living or for support out of the income of the husband. In other words, it refers to an allowance received by a wife after divorce or separation in order to sustain herself. The Court thus citing the Webster's New International Dictionary and ***Chapter 193 of the Public Laws 1871-72*** reached the conclusion that the word "alimony" used had a much broader meaning as opposed to a narrow or technical meaning as claimed by the defendant imposing an obligation on the defendant to pay the subsistence considering that the provision of section 1663 would cover even judgements passed under section 1667. The importance of context of the word is once again realized in this case.

[7] 174 S.E. 921 N.C.(1934).

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Use of Provisos as Internal Aid for Interpretation of Statutes

A proviso is a clause that introduces a condition by the word "provided" which puts forth an exception to what the provision says in general. Provisos play an equally important role in interpretation of statutes as they have the potential of overturning the meaning of the words written in a provision. This can be explained through the case of ***Pennington v United States***[8].

The petitioner in this case was a Brigadier General who was in service of the American military from 1855 to 1899. The Treasury Department accounted the petitioner's salary for the entire period of the petitioner's service except for his service as a cadet. The Treasury Department also did not count the additional ration as should have been provided as per section 1262 of the Revised Statutes of 1838.

The petitioner thus claimed for the longevity pay and the additional rations on account of his service as a cadet in the ***US Military Academy*** and also used the instance of a similar case where the US Supreme Court had directed payment of arrears and additional ration to the petitioner. The Auditor of the War Department and the Second Auditor in office however refused to look into his claims and did not bother to look into the case referred to by the petitioner.

The petitioner furthermore relied on the proviso of a provision of the ***Sundry Civil Appropriation Act*** which stated "Back pay and bounty: For payment of amounts for arrears of pay of two and three-year volunteers, for bounty to volunteers and their widows and legal heirs, for bounty under the act of July twenty-eighth, eighteen hundred and sixty-six, and for amounts for commutation of rations to prisoners of war in rebel States, and to soldiers on furlough, that may be certified to be due by the accounting officers of the Treasury during the fiscal year nineteen hundred and eight, $200,000; Provided, That in all- cases hereafter so certified the said accounting officers shall, in stating balances, follow the decisions of the United States Supreme Court or of the Court of Claims of the United States after the time for appeal has expired, if no appeal be taken, without regard to former settlements or adjudications by their predecessors."

The proviso thus makes it sufficiently clear that decisions of US Courts can be relied upon to substantiate cases. The Supreme Court examining the proviso held that cadet service should be included in term of service considering that the proviso of the Appropriations Statute functioned as an independent and permanent legislative enactment applicable to "all cases". This case thus

[8] 231 U.S. 631 (1914).

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draws our attention towards the pertinence of a proviso which helped a military officer obtain the amount he was entitled to.

Use of Preamble as an internal aid for interpretation of statutes

The Preamble is said to play a very important role in case of uncertainty or ambiguity in the meaning if the statute. However it is pertinent to note that in case the body of the statute is clear and explicit, its meaning cannot be affected by the preamble. In some cases there is no better source than the preamble itself when it comes to ascertainment of the intention of the legislature. The preamble does not form an essential part of the statute which is why it cannot be referred to in order to increase the scope of the statute if its wordings are clear enough. This point pertaining to limitations of a preamble can be explained through the case of ***Neumann v City of New York***[9]. Here, a petition was filed for the appointment of commissioners in order to open a street to the ocean considering that the high water-mark of the ocean had gone several feet south of the southerly street as portrayed in the commissioner's map. Opening a street to the ocean had become necessary considering the shifting nature of the high-water line of land fronting the ocean. The Legislature in 1869 passed an act for appointment of commissioners for the purpose of laying out a plan for road and streets in the King's Country.

Further, in 1874 the official map of the streets was filed which showed that the Twenty Third street extended from Canal Avenue to Surf Avenue and not beyond that. Later in the year 1885, the Committee on streets, avenues and road proceeded to adopt a resolution with preamble altering the lines of a large number if streets especially the twenty third street which was now proposed to be extended from Canal Avenue to Atlantic Avenue i.e. beyond the Surf Avenue. The Preamble of the Resolution certified the same and recommended more changes in various streets of the Coney island.

The enacting clause of the ***Resolution of the 1881 Act*** read as, "The map filed in the office of the register of the county of Kings, and the office of the town clerk of the town of Gravesend, by the commissioners appointed to lay out a plan for roads and streets in the towns of Kings county, is hereby changed and altered so far as the same relates to * * * West Twenty-Third street. * * * Said changes and alterations shall conform to the changes and alterations shown on the accompanying map, entitled, 'Map showing the proposed change of lines, etc., of certain streets

[9] 122 N.Y.S. 62, 137 App. Div.55 (1910).

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and avenues on Coney Island, in the town of Gravesend,' which map is hereto annexed and forms part of this resolution."

The changed map now showed an alteration in the easterly and westerly lines of Twenty-third street as the street was seen a further to the east and the lines continued to the south beyond the Surf Avenue. The Court however was of the opinion that a preamble or tile of an act can neither control the plain words nor extend the ambit of the objects mentioned in the act itself if it is express and clear. Considering the fact that the area of Surf Avenue was not laid down on the official map in accordance with the ***1881 Act***, the Court had no jurisdiction to open the same beyond the Southerly point portrayed on the map. This implies that the change extension of street beyond Surf Avenue was mentioned only in the preamble and not in the enacting clause. Thus, it is quite clear that the usage of preamble is quite limited in interpretation of a statute and can be invoked only in case of ambiguity in a provision and not otherwise.

Contrary to the aforementioned case, the case of ***Montesquieu v Heil***[10] harps on the importance of a preamble and the pivotal role it can play in the interpretation of a statute. This case deals with ***section 7 of the Act of 1808*** which was brought into existence to "provide relief to insolvent debtors in actual custody." The case progresses as the debtor files a schedule of his property and debts complying with the provisions of the Act so that his property and real as well as personal estate can be transferred to the creditors in lieu of the debt taken. The creditors however, opposed this transfer or surrender of property claiming that the debt was obtained by fraudulent means.

The defendant in this case claimed to be an insolvent debtor and gave an application to obtain the benefit under insolvent laws trying to evade from imprisonment. But here the vital question whether the debtor will be entitled to the benefit of the insolvent laws or not considering the allegations of fraud against him will depend upon the interpretation of the Act of 1808. The Preamble of the Act reads as "Whereas humanity, as well as policy, requires that relief, in certain cases, should be afforded to the honest and unfortunate debtor, who, from losses or misfortunes in trade, may be unable to pay or satisfy the debts for which he is confined — -justice equally demands that due care should be taken to prevent the fraudulent debtor from availing himself of that relief, and thereby depriving the honest and industrious part of the community of their property: Be it, therefore enacted." If we rely solely on the preamble to identify the intention of the legislator, it is quite clear that they intended to preclude fraudulent insolvent debtors from availing benefits under the insolvency laws.

[10] 4 La. 51 (1832).

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However, the catch here is that section 17 of the Act which explicitly lists down the activities that can bar a person from availing benefits under the insolvency laws does not mention about exclusion of fraudulent debtors. It was thus contended by the defendant that he should not be deprived of the benefit merely relying on the wordings of the Preamble when there is no express mention of the same in the Act. Here we need to analyze the significance and role of the Preamble. A Preamble in a statute is often referred to as the "key to open the mind of the makers of law."[11] Furthermore, it is imperative to note that every part of a statute plays a very crucial role but the wordings of the preamble however cannot be used to restrain the meaning of the words in the enacting clause. The preamble in very clear context shows that the legislators intended to bar fraudulent debtors from availing the benefits but section 17 on the other hand cause conflict as it does not specify fraud or dishonesty in debtors as criteria to preclude the from the benefit.

It is a well-accepted principle that in case of conflict between the Preamble and the enacting clause, the latter will prevail but in this case the Court emphasized on the Preamble as a reference to the intention of the law makers and pronounced that the Preamble and the enacting clause are not inconsistent or contradictory. Therefore, both the Preamble as well as section 17 can be given force at the same time without having to violate the intention of the law makers. The two parts of the statute however cannot be considered separately and can be given force together so that the absurdity in result can be avoided. The Court finally therefore concluded that evidence regarding the allegations of fraud can be produced against the debtor and the same can be used to deprive him of the benefits under insolvency laws.

Use of Punctuations as an Internal Aid

One of the most famous maxims of the law ***"De minimis non curat Lex"*** is to the effect that law does not concern itself with trifles. For the average lawyer punctuation is a ***"de minimis matter"*** a trifle to which he/she gives no concern. Two important points should be taken into consideration-

1. Punctuation has considerable importance for the practicing lawyer and
2. 2. It is possible to offer some practical suggestions as to its usage

The two main fields of legal work where questions of punctuations are of prime importance are the drafting of the legislation which is frequently the job of the practicing lawyer and in

[11] M Bacon, *A new Abridgment of the Law* (first published 1736, Bird Wilson 1842).

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preparation of the important legal documents which are constantly presented to him/her. It must always be remembered that what is good punctuation in other writing is usually over punctuation from the lawyer's perspective.

In 1874, the legislature passed the Revised laws of Illinois which purported to codify the existing statutes and in the revision of the sentence just quoted a comma was somehow inserted after the word "motions". The complete change in meaning thereby affected is obvious. So an energetic lawyer saw that the extra comma was an opportunity to get a big fee by the "shoe string" route. The slang term ***"shoestring"*** often describes a small amount of money which may be an inadequate amount to fund the intended purpose of its use in full. Out of which grew the famous case of ***Hammock v. Farmers Loan and Trust Co***.[12] in which the Supreme Court of the United States held that the extra comma would be ignored and that as a result the state court was without jurisdiction and all its proceedings void. The Supreme Court laid down the rule that punctuation in statutes had no meaning which the courts were bound to respect. Indeed, the court said so in so many words, ***"Punctuation is no part of a Statute."*** In reaching its decision the court relied largely on an earlier case in which the Supreme Court had said: "Punctuation is a most fallible standard by which to interpret a writing it may be resorted to when other means fail but the court will first take the instrument by its four corners in order to ascertain its true meaning."
In 1872, the federal government in the US passed a new tariff act. The government lost around $2 million in a punctuation mistake in legislation at the time. A former law of tariffs had indicated that "fruit" plants for the propagation and cultivation of tropical and semitropical fruit, which was to be retained in the 1872 version should be excluded from the import tariff. The problem is that in the sentence, a comma is added. Fruits are also now classified as exempt in the comma between "fruits" and "plants". The state, two years after this error, has promised to refund the duties that have been paying since 1872 that the levy would not extend to the imported fruit. This collectively resulted in the government's return of $2 million to fruit importers.

In 1915 The Supreme Court of Illinois had before it a case involving a dead which had the following clause: "but if the said John Wilson and Julie Wilson, his wife, should die intestate (with no children), the above, etc.[13] The person who prepared the deed testified that he understood that the words "interstate" and "with no children" to be interchangeable and that he used the parentheses to show that meaning. The court however refused to be bound by such evidence and

[12] 105 U.S. 77 (1881).
[13]

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said "the punctuation in the instrument will not be permitted to change the meaning if reading the instrument altogether the meaning is clear.

Following below are the cases in which punctuation has played an important role in the final judgement In the case of ***O'Connor v Oakhurst Dairy***[14], the plaintiffs worked as delivery drivers for defendant i.e., Oakhurst Dairy. The drivers lodged in the federal district court a complaint that the additional time pay under US C.S. §§ 201 and Maine Overtime Law 26 M.R.S.A. § 664 are not covered by Federal Labour Standards Act (3). The key controversy concerned Me Rev. Stat. Ann. tit. 26 regarding the exception of the Maine overtime laws § 664(3) concerning the treatment in one form or another — of such food items specifically mentioned. The drivers claimed that they owed an extra time pay because no commas existed after "shipment" and before "delivery." The accused argued on the contrary.

The court held that §664(3) had skipped a final comma after the word "shipment" and there was a confusion as to whether it meant two different activities – "packing for shipment" and "distribution" and the Act's legislative history did not fix that obscurity. A restricted careful reading, for example, which was urged by drivers, supported Maine's standard implementation regulation, which required compensation and time legislation to be generously interpreted in addition to its remedial purposes. The judge's reading of § 664(3), relating to the single packaging and whether packing was for shipping or delivery, was taken by the court. And if the drivers processed organic food, the drivers didn't "pack" it. So, exemption F dropped the drivers.

The case of ***Roger Communications v Bell Aliant Regional Communications*** [15] was over a contract to replace utility poles across the country. The argument started from a single sentence "thereafter for successive five (5) year terms, unless and until terminated by one-year prior notice in writing by either party." Both sides argued that the comma after "five (5) year terms" meant different things. Bell Aliant said the one-year termination notice was still extended, although Rogers said it was only applicable until the first five terms were complete. The adverbial pointless clause would amend the conditions of the following five-year-long main sentence alone if the second Comma did not occur This was significant because, in 2002, when they signed a contract to lease Bell Aliant's poles, Rogers only paid CAD $9,60 per pole. This was important for them. The cost almost doubled by 2004.Understood, Bell Aliant requested the deal to be ended and the

[14] 851 F.3d 69 (1st Cir. 2017).
[15] CRTC 45 (2006).

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current, better price renegotiated but Rogers did not agree.

The Telecommunications Commission of Canada correctly found that "on the basis of the laws of punctuation" the second comma, on a written notice of one year, permits the deal to be terminated at any time without reason. After one year Rogers provided a copy of the contract in French, the committee reversed its decision and gave Rogers only one interpretation,

In the case of ***Hill v Conway***[16] For 365 days after his initial arrest in an offense for incompetent and negligent operation with death, the defendant Commissioner of Motor vehicles suspended his licence to the appellant resulting §1091 V.S. 23 A (a). Hill argued that, given the apart of a semicolon with a one-year fatality, the 30-day sentence on a first offense should be a cap on his suspension for 30 days. The only question here is to give the contested Law a correct explanation. In order for the appeal to be resolved, the sides decided on the oral argument and agreed on a translation.

The Court of Vermont held not to rule on suspension. The punctuation of a statute is claimed to be more relevant than the statutory purpose for interpretation. Leaping to the most general definition of the statutory objective, the court said that it was intended to safeguard public security and exclude reckless road users. The State would be inappropriate, unreasonable and incompatible with the statutory intent, as we think, to prevent a driver whose first crime ended in a death from a suspension for longer than thirty days. Summarizing, the law of absurdity was violated by the court (§ 37) and the concept of lenity was overlooked (§ 49).

Use of Marginal Notes as Internal Aid

Marginal notes shall be included in the Act side by side with the sections and shall convey the impact of the mentioned sections and shall convey the impact of the mentioned sections. In the past, the marginal notes were also known as building assistance, but are not perceived to be useful today, as per majority opinion. The explanation is that, in the majority of cases, drafters and not legislators insert marginal notes and not always according to legislative orders. In other words, marginal notes are not enforced and are only added later for a summary of the section and as such do not contain any legislative power to read.

According to Lord Reid "marginal notes cannot be used a said to construction. A side note is a

[16] 143 Vt.91 (1983).

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poor guide to the scope of a section for it can do no more than to indicate the main object with which the section deals." Lord Upjohn observed that "a side note is a very brief precis of the section and therefore forms as most unsure guide to construction of enacting section. "Here are some cases in which marginal notes are given prior importance.

In the case of ***Bettencourt v Sheehy***[17], an applicant who runs Watsonville's supermarket and products stores to recoup the amount owed for goods sold to him for one Kitagawa from an operating account. The claimant found that $323.10 was owed on the bill, including goods for $54.30 in wines and whiskey exchanged for Kitigawa to the defendant. None of the wine or whiskey was sold in the shop to be drank, nor was any drunk in the shop. It was supplied in quantities of gallons and half gallons, drawn in half-johns from barrels and all was taken by Kitigawa from the premises in such a quasi. The trial court being of the opinion that a recovery for any greater amount than five dollars for said liquor was prohibited by the act of the legislature entitled: "An act to prohibit the collection of accounts for liquors sold at retail,".

The only question involved is whether the act hereinbefore referred to includes such transactions as those above detailed. The act is as follows:
"Sec. 1. The purchase of, or the sale and delivery of any spirituous or malt liquors, wines, or cider, by retail, or by the drink, is hereby declared to be an invalid consideration for any promise to pay, or assumpsit of account therefor, when the amount of such account or demand exceeds five dollars."
"Sec. 2. No court shall, in any action at law, render judgment for a greater amount than five dollars, for the sale at retail, or by the drink, of any spirituous or malt liquors, wine, or cider, together with costs."
Court said that the act by its terms is clearly applicable to sales at "retail" and sales "by the drink," and we can attribute the presence of the latter words only to a superabundance of caution on the part of the legislators, who may have feared that some subtle distinction resulting in the exclusion of the vendor by the drink from the provisions of the act might be found between the two classes. The next query was what was intended by the word "retail" in the act.

The Court was convinced that the word "retail" must be taken to mean so definite and fixed with respect to the trade of liquors, i.e., that the law should be presumed in its consideration only to

[17]157 Cal. 698, 109 P. 89 (Cal. 1910).

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use the term "retail" with regard to transactions of amounts less than one quarter. It does not help the complainant to distinguish between the parts concerning licensing fees. In the definition of pari materia, all laws are. The imposition of a license-tax upon retail liquor dealers has always been considered a regulation of the business as well as a provision for revenue, and for that reason the license-tax on such dealers has always been larger in amount than the tax imposed on the ordinary merchandise business.

The next case we shall look into is ***State v. Brown***[18] where the perpetrator was found to be in possession of 65 grams of cocaine while completing four-year sentences at the New Jersey State Prison on gun charges. During a strip search carried out by safety officers at the Jones Farm, a minimum-security facility in the prison system, this contraband was discovered. He is accused of having a controlled hazardous drug in excess in N J.S.A. 24:21-20

An accusation brought back by the Mercer County Grand Board (1). By motion to N.J.S.A. 2C:2-11, the appointee judge demands an order rejecting the summons on the grounds that the alleged offense ***"consists of a de minimis offence."*** The Law reads that if the judge of the appointment considers the essence of the conduct cited with an offence and the character of the situations in question to be responsible for the indictment, he points out the conduct of the defendant:

Section c) claimed that "There are other extenuations that the legislature cannot properly include in banning the offence. Section c) states that. Without granting the prosecutor notice and the right to be heard, the judge shall never discharge any case under this clause. "Any such discharge shall be entitled to be appealed. The marginal notice is not used in a statute under normal circumstances. Judicial rulings have established that headnotes are not a "legislative guidance."

It was held that Section (c) allows the Court to conclude that the conduct of the defendant "is extenuated to such an extent that it cannot be considered sufficiently forbidden by the Legislature." "The evidence posed as legally extenuating by the complainant are not of the kind required for discretion to be invoked. There is certainly no reference to such intent in the headnote. Indeed, it does not strain reason to conclude that the Legislature changed the word "shall" in the Model Penal Code to "may," thus eliminating any doubt that discretion was intended, to insure the constitutionality of the statute."

The court was of the opinion that it was appropriate for the accused to be able to provide facts concerning the crime for a summary judgement process. This seems prohibited by the Law, as it authorizes the judge of assignment to look at the 'conduct alleged. 'The law does not allow an

[18]188 N.J. Super. 656, 458 A.2d 165 (N.J. Super. Law Div. 1983).

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accused to make a statement contrary to the behavior accused of in a suit or an accusation. The Law shall provide a discretionary power to abort necessary proceedings which may legally require conviction in the interest of fundamental justice. It does not authorize the assignment judge to determine that, as a matter of law, a defendant is innocent on the basis of evidence other than that heard by the grand jury.

Conclusion

There can be cases before the Courts which can put them in a fix considering that at times it is difficult to fully make out the legislative intent of the law makers by merely reading the section. These are the times when the Internal Aids given in the statute come into play. These instruments assist the Courts in understand the true meaning of the statute deciphering the intent of the legislators while drafting the statute so that it can be given effect accordingly.

The different types of internal aids have been discussed through case laws emphasizing on their significance and their limitations at the same time. It is pertinent to note that though Internal Aids play a very important role during interpretation of a statute, if there is a conflict between them and the enacting clause, the latter would precede. The role of internal aids is majorly to assist the enacting clause and not contradict them. In case of contradiction, we assume that the literal meaning of the enacting clause would prevail over the rest.