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Miscellaneous—Literal Words of Statute Binding Where No Ambiguity

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mary statement. The sum total of tax exempt property in his city means nothing to the interested taxpayer who is looking for a uniform application of tax laws to everyone.

The Court also determined that in construing an ambiguous statute, the construction of that statute over a long period of time by those towards whom the statute is directed should be given considerable weight.[11] Here the County Clerks preceeding the defendant have published a detailed list of all tax exempt properties for fifty years, and, to the Court, this indicated that a detailed list and not a summary statement is the best manner in which the purpose of the statute can be effected.

LITERAL WORDS OF STATUTE BINDING WHERE NO AMBIGUITY

In 1950 the State of New York took over exclusive control of residential rents.[12] In 1951, the State Residential Rent Law was amended and provided that the law should terminate on June 30, 1953.[13] Subsequently, every two years the rent control laws have been continued or eliminated by amendment.[14] In 1957, the State Legislature provided that rent controls in Erie County should terminate as of June 30, 1957, except that the governing body of a municipality, by resolution, could elect to be excluded from the operation of the termination, to the extent specified in the resolution.[15] The City of Lackawanna acting under this statute adopted a resolution to continue rent controls except as to certain dwellings, and the resolution was to remain in full force and effect until June 30, 1959. In *Bright Homes v. Wright*,[16] the Court of Appeals reversed the Appellate Division and reinstated the judgment of Special Term declaring that rent controls in the City of Lackawanna ended June 30, 1959 as provided in the city resolution. The issue in the case was the statutory interpretation of the provisions declaring that the resolution shall remain in full force and effect until June 30, 1959. The Appellate Division considered the termination date as surplusage and that it was not the legislative intent that rent controls in Lackawanna should end June 30, 1959.[17] The chief reason for the Appellate Division's holding was: 1. In interpreting a statute, courts will look at the contemporary history and the historical background thereof;[18] 2. That the legislative expression that a serious housing shortage exists conflicts with the provision that the resolution will be in effect only until June 30, 1959; 3. That the State Rent Administrator considered the terminal date as surplusage from the beginning, and when a

11. Grimmer v. Tenement House Dep't of N.Y., 205 N.Y. 549, 98 N.E. 332 (1912); City of New York v. New York City Ry. Co., 193 N.Y. 543, 86 N.E. 565 (1908).
12. N.Y. Sess. Laws, 1950, ch. 250.
13. N.Y. Sess. Laws, 1951, ch. 443.
14. N.Y. Sess. Laws, 1953, ch. 321; N.Y. Sess. Laws, 1955, ch. 685; N.Y. Sess. Laws, 1957, ch. 755; N.Y. Sess. Laws, 1959, ch. 695.
15. N.Y. Sess. Laws, 1957, ch. 755 § 12(3)(c).
16. 8 N.Y.2d 157, 203 N.Y.S.2d 67 (1960).
17. 10 A.D.2d 355, 199 N.Y.S.2d 931 (4th Dep't. 1960).
18. 2 Sutherland, Statutory Construction § 5002 (3d ed. 1943).

meaning of a statute is doubtful a practical construction by a public officer whose duty it is to enforce it is entitled to consideration;[19] 4. That in light of these factors the provision in question should be treated as a mere vestige of the language used by the draftsman and hence as surplusage. In overruling the Appellate Division, the Court of Appeals decided that the terminal date fixed in the resolution cannot be presumed to have had no purpose and that, in this case, the literal language of the statute is the controlling factor in its interpretation. Courts are not supposed to legislate under the guise of interpretation and if any evil exists by the operation of the words of the statute it is up to the legislature to correct it. The legislative intent must be determined primarily from the language of its resolution. The resolution is perfectly clear and rent controls terminated June 30, 1959.

The holding by the Court of Appeals in this case is well substantiated by the law. It has been held that there is no principle which justifies a court in thwarting the plain and manifest intention of the legislature by rejecting a material portion of a statute.[20] In the interpretation of a statute it must be assumed that the legislator did not deliberately place a phrase in the statute which was intended to serve no purpose.[21] The intent of the framers is to be sought first of all in the words and language employed and if the words are free from ambiguity and doubt and expressed plainly, clearly and distinctly, there is no occasion to resort to other means of interpretation.[22] The Court of Appeals has zealously guarded the words in a statute and given effect to them.[23]

The appellee in the instant case relied heavily on two cases in which the Court did not apply the words of a statute. In one case the Court found that certain words were left in the statute by mere oversight on the part of the draftsman.[24] In the second case the Court said that due to the surrounding circumstances the Legislature could not have intended the statute to apply to the plaintiff.[25] The Court held that the literal meaning of words are to be adhered to but not to defeat the general purpose and manifest policy intended to be promoted.

It cannot reasonably be contended that the termination clause in the instant case was an oversight on the part of the draftsman. The *Capone* case is distinguishable in that the court did not strike out any of the legislative words but only held that the statute did not apply to the plaintiff, for to do so would be contrary to the main purpose and intent of the statute.

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19. City of New York v. New York City Ry. Co., supra note 11.
20. In re New York and Brooklyn Bridge, 72 N.Y. 527 (1878).
21. In re Smather's Will, 309 N.Y. 487, 131 N.E.2d 896 (1956).
22. Meltzer v. Koenigsberg, 302 N.Y. 523, 99 N.E.2d 679 (1951).
23. Dept. of Welfare v. Siebel, 6 N.Y.2d 536, 190 N.Y.S.2d 683 (1959); Cahen v. Boyland, 1 N.Y.2d 8, 150 N.Y.S.2d 5 (1956); McKuskie v. Hendrickson, 128 N.Y. 555, 28 N.E. 650 (1891).
24. Carter v. Kalamcjski, 280 N.Y. 803, 21 N.E.2d 692 (1939).
25. Capone v. Weaver, 6 N.Y.2d 307, 189 N.Y.S.2d 833 (1959).

The courts in New York have consistently held that the words of a statute will be enforced unless the vagueness of the words are patent, and only then will the court look to the legislative history in an attempt to arrive at the correct interpretation.[26]

AUTHORITY OF PARK COMMISSIONS TO ENACT ORDINANCES

In the case of *People v. Alexander*,[27] a duly licensed driver was teaching her daughter, who had a learner's permit, how to drive on a much traveled parkway. The mother was charged with permitting an unlicensed driver to operate her car, while the daughter was charged with receiving instructions on how to operate a car under a learner's permit, both in violation of ordinances of the park commission concerning use of roads in the park.[28]

The sole issue was whether the park commission had the authority to adopt such ordinances. The Court of Appeals unanimously held that under the Vehicle and Traffic Law formerly Section 90,[29] as well as under the Westchester County Administrative Code, Sections 472 and 498, such authority did exist, and that these ordinances were not an unreasonable exercise of the authority granted therein.

26. New Amsterdam Cas. Co. v. Stecker, 3 N.Y.2d 1, 163 N.Y.S.2d 626 (1957); Town of Putnam Valley v. Slutzsky, 283 N.Y. 334, 28 N.E.2d 860 (1940).

27. 7 N.Y.2d 39, 194 N.Y.S.2d 495 (1959).

28. Westchester County Park Commission General Ordinance No. 3 Art. 5, § 49(1), (2).

29. § 90 of the Vehicle and Traffic Law was repealed in 1957, and this area is now covered by §§ 1600, 1603, 1640-1646, 1660-1663, 1670 of this law. See primarily § 1630.