1951 *Present:* **Basnayake J.**

PAKIADASAN, Appellant, *and* MARSHALL APPU, Respondent

S. C. 182—C. R. Colombo, 24,821

Rent Restriction Act, No. 29 of 1948—Section 2 (4)—Meaning of " premises ".

A bare grass land and vegetable enclosure on which there is no dwelling house and where nobody lives do not come within the expression " premises " in section 2 (4) of the Rent Restriction Act.

APPEAL from a judgment of the Court of Requests, Colombo.

S. Canagarayar, for the defendant appellant.

H. A. Koattegoda, with *B. S. C. Ratwatte*, for the plaintiff respondent.

Cur. adv. vult.

February 27, 1951. BASNAYAKE J.—

The question that arises for decision on this appeal is whether a grass field within the Municipality of Colombo comes within the ambit of the Rent Restriction Act, No. 29 of 1948 (hereinafter referred to as the Act).

The land in question is a grass land and vegetable enclosure within the Municipal limits of Colombo in extent about five acres let at a monthly rent of Rs. 190. There is no dwelling house on the land and nobody lives thereon. The defendant claims to have improved it by planting grass and vegetables at considerable expense.

Section 2 (4) of the Act provides that so long as it is in operation in any area, its provisions " shall apply to all *premises* in that area, not being excepted premises ". The expression " premises " is not defined in the Act. We have therefore to ascertain the sense in which the word is used in section 2 (4). In a deed the " premises " are all the parts preceding the *habendum*. In popular language it is applied to buildings [1]. Its original meaning in law was the thing previously expressed. The development of the expression is thus stated by Innes J. [2]:

> " It was the English custom, in leases and other dispositions of real estate, to set out initially the names of the parties, and also a detailed description of the property dealt with. This was referred to in subsequent portions of the document as the " premises "—the things already premised. Gradually the expression was also used to indicate not the description of the property leased, but the property itself. Hence its popular meaning came to be a building with the ground and other movable adjuncts belonging to it. "

The golden rule of interpretation is that the words of a statute must *prima facie* be given their ordinary meaning.[3] I have examined the various provisions of the Act and find therein nothing that requires the word to be given any special meaning. In fact sections 5, 6, 7, 10 and 11 appear to my mind to indicate clearly that the Act uses the word " premises " in the sense of a building with the land appurtenant thereto devoted to residential or business purposes.

I therefore hold that the grass field and vegetable enclosure in question do not come within the ambit of the Act.

The appeal is dismissed with costs.

Appeal dismissed.

[1] *Beacon Life & Fire Assurance Co. v. Gibbs (1 Moore, P. C., N. S. p. 97).*
[2] *Poynten v. Cran (1910) A. D. 205 at 218.*
[3] *Maxwell on Interpretation of Statutes, 9th Edn. p. 6.*