

1945

Present: Jayetileke J.

ABEYEWARDENE, Appellant, and AMARADASA, Respondent.

36—C. R. Colombo, 92,957.

*Rent Restriction Ordinance—Premises required by landlord for dependent—Interpretation of word "his" in section 8 (c)—Antecedent is "landlord"—Ordinance No. 60 of 1942, s. 8 (c).*

A landlord cannot, under section 8 (c) of the Rent Restriction Ordinance sue a tenant for ejection on the ground that the premises are required for the purposes of trade, business, &c., for a relative dependent on him; the word "his" in section 8 (c) refers to the landlord only, and not to any member of his family.

**A** PPEAL from a judgment of the Commissioner of Requests, Colombo.

L. A. Rajapakse, K.C. (with him J. Fernandopulle), for the plaintiff, appellant.

N. Nadarajah, K.C. (with him Tilleathan), for the defendant, respondent.

*Cur. adv. vult.*

July 11, 1945. JAYETILEKE J.—

This is an action for ejection. Prior to the dates material to this action the plaintiff had let premises No. 7, Shoe road, Kotahena, to the defendant at a monthly rental of Rs. 70. On September 22, 1943, the plaintiff gave the defendant notice to quit and deliver possession of the said premises on October 31, 1943. The plaintiff wanted the said premises to open a bakery for a brother dependent on him. The defendant contends that section 8 (c) of the Rent Restriction Ordinance, No. 60 of 1942, cannot apply to a case where the premises are required by the landlord for the purpose of setting up a dependent in business. The section reads:

(c) The premises are, in the opinion of the Court, reasonably required for occupation as a residence for the landlord or any member of the family of the landlord or for the purpose of his trade, business, profession, vocation or employment, or;

The question is whether the word 'his' in the concluding sentence refers to the landlord or to both the landlord and a member of the family.

In *Doe v. Dodd*<sup>1</sup> Taunton J. said: "Where A demises to B for the term of his life the word 'his' would, in ordinary construction, apply to B as the last antecedent."

The language of section 8 (c) is clear and unambiguous. Where the words of a Statute are precise and unambiguous no more is necessary than to expound those words in their natural and ordinary sense, the words themselves, in such case, best declaring the intention of the legislature (Maxwell on the Interpretation of Statutes, 8th Edition, page 1.)

The general structure of section 8 (c) is that the word 'his' refers to the last party named, namely, the landlord.

The observations of Taunton J. which I have quoted above seem to me good sense as well as good law and I have no hesitation in applying them to the present case and holding that the word ' his ' refers to the landlord. I would accordingly dismiss the appeal with costs.

*Appeal dismissed.*

