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HOW TO INTERPRET LEGAL INSTRUMENTS

In case of more than one possible interpretation of a legal instrument, for example an employment contract or settlement agreement, how will the Labour Court determine the legally correct interpretation to be applied in employment disputes? In this week's note we consider the rules for interpretation of agreements.

The authority most cited by lawyers is the judgment of the Supreme Court of Appeal in the matter of *Natal Joint Municipal Pension Fund v Endumeni Municipality* where the Court held that the construction of a legal document is the:

"... process of attributing meaning to the words used in a document, be it legislation, some other statutory instrument, or contract, having regard to the context provided by reading the particular provision or provisions in the light of the document as a whole and the circumstances attendant upon its coming into existence.

Whatever the nature of the document, consideration must be given to the language used in the light of the ordinary rules of grammar and syntax; the context in which the provision appears; the apparent purpose to which it is directed and the material known to those responsible for its production."

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