Reports (old) page 352, on 357, Chief Baron Pollock states a similar rule, but in rather different terms. He says: "Learned counsel for the defendants relied upon the grammatical construction of the Act, and contended that the Court was bound to give effect to it according to that construction. That rule of construction has been frequently adverted to in this Court. But I doubt, if it were laid down as a general rule that the grammatical construction of a clause shall prevail over its legal meaning, whether a more certain rule would be arrived at than if it were laid down that its legal meaning shall prevail over its grammatical construction. . . . . It must, however, be conceded that where the grammatical construction is quite clear and manifest and without doubt, that construction ought to prevail, unless there be some strong and obvious reason to the contrary. But the rule adverted to is subject to this condition: that, however plain the apparent grammatical construction of a sentence may be, if it be perfectly clear that the apparent construction cannot be the true one, then that which is upon the whole the true meaning shall prevail in spite of the grammatical construction of a particular part of it." Now, that is an important case for applying these principles. The Court ruled that it was not the intention of the Legislature that the word "now" should have a retrospective effect and affect rights existing before the Act. The Act was one to set aside certain documents which should be executed by a bankrupt, and it contained the words that "every deed or memorandum of agreement now or hereafter," &c. It was argued that the word "now" meant every deed *now* entered or hereafter entered into, and the Court said that could not be the intention of the Legislature, and they practically read the word "now" as "hereafter." Then, there is the Caledonian Railway Company *v.* the North British Railway Company, Law Reports, 6, Appeal Cases, on page 122. Lord Selbourne says that "the mere literal construction of a statute ought not to prevail if it is opposed to the intention of the Legislature as apparent by the statute, and if the words are sufficiently flexible to admit of some other construction by which that intention will be better effectuated." Now, I submit that if the literal construction is against the intention of the statute, then it should not prevail. The statute in the Caledonian Railway Company case provided that a sum of money should, from and after a vesting period fixed at the 1st February, 1880, be paid half-yearly on the 1st days of March and September in every year. The company entitled to the payments demanded the first one on the 1st March, 1880, but the House of Lords determined that the first payment was not due till the 1st September, 1880, and ignored the words of the statute, or, rather, modified them. Then, there is the case of *Ex parte* Walter, *in re* Levy, 17 Chancery Division, 746, where the Master of the Rolls, Jessel, refuses to construe a statute according to its literal meaning because of an absurdity. I would also quote the River Wear case, two Appeal cases, 756, where Lord O'Hagan says: "Your Lordships act as a Court of construction; you do not legislate, but ascertain the purpose of the Legislature; and if you can discover what that purpose was you are bound to enforce it, although you may not approve the motives from which it springs, or the objects which it aims to accomplish." Now, many minds might think that it is a very improper thing that a bankrupt should sit in the House of Representatives, but the Legislature has not thought so, and the purpose of the Legislature, I submit, can only be ascertained from the statute itself. I would quote one or two other cases where there has been a change of language, and which apply. In the case of Hargreaves *v.* Hooper, 1 Common Pleas Division, page 195, the Court read the word "is" as "was." That was a case in which the claim to vote was based upon the age of the person making the claim. The words were "if he is of twenty-one years of age." The argument turned on these words: "If he is of twenty-one years of age at the time when he recorded his vote, or when he made the application." Lord Justice Coleridge said, in construing the statute, "It is manifest that the word 'is' must be read 'was,' because the Registration Court must necessarily be after that date, and therefore the word 'is' must not be construed as referring to the time of revision." There Lord Coleridge, in order to give a reasonable meaning to the statute, read the word "is" as "was." And in the case of Powell *v.* Boadley, 18 Common Bench, New Series, 65, the Court in a similar case read the words "shall occupy" as "shall have occupied." The appeal was from the Revising Barrister. Both cases were under the same statute, and your Honours will notice that the Judge says the words of the Act could only have been intended in the past tense, although used in the present tense. Then, there is the case of Macandrew and McLean, 2 Court of Appeal Reports, page 189, in which the Court read the words "shall be" as "are." The section is, "*When* any gold-mine or goldfield shall be discovered and proclaimed upon any Crown lands which at the date of the passing of this Act *shall have been* under license or lease for depasturing purposes, it shall be lawful for the Governor in his discretion to cancel the license or lease under which such land *shall have been* held in occupation." The Court read the words "shall have been," &c., as "are under license or lease." The unsuccesful party was not satisfied with the decision of the Court in that case, and went to the Privy Council, which read the words "shall have been" as "shall be," and sustained the decision of the Court of Appeal. That is a case of correcting and modifying language in order to carry out the intention of the Legislature. The cases I have quoted support the principle, and are in fact unanswerable. Still, I submit, there is no necessity whatever to modify this language. The language can be used as supporting the position that I take without doing any violence to it at all, by reading the word "is" as "becomes." I, however, submit that if it is necessary to modify the language, or to introduce other words into the section, then it is the plain duty of the Court to do so, to prevent the statute being inconsistent, repugnant, and absurd; for the absurdity of reading the word "is" as applying to a person who is standing for election was never contemplated by the Legislature. Then, I submit that the Court cannot hold the member for Awarua to be disqualified without reading into section 9 of the statutes a disqualification which does not exist, and that Lord Justice Coleridge's decision in Rex *v.* Chitty is against it. His remarks are entirely applicable to this case, that we are not at liberty to do so. Finally, I submit to your Honours that upon the principles of the cases I have quoted the Court cannot even read these words as "shall become a bankrupt." No more violence will be done to the language than was done in the case of Macandrew and McLean, or in