South Carolina Annotations to Canons of Construction from Reading Law: The Interpretation of Legal Texts

by Robert Hill[1]

Justice Antonin Scalia and legal writing guru Bryan A. Garner advocate what they described as a "fair reading" approach in which one determines how a reasonable reader, fully competent in the language, would have understood the text at the time it issued. The book, entitled Reading Law: The Interpretation of Legal Texts, lists with examples 57 canons of construction and exposes what the authors call 13 fallacies.

This paper quotes these canons and their descriptions from the book, and then annotates the principles with South Carolina law.

Fundamental Principles

"**Interpretation –** Every application of a text to particular circumstances entails interpretation."

South Carolina initially interprets the text for any ambiguity. "Where language is unambiguous, the Court's inquiry is over, and the statute must be applied according to its plain meaning."*Jennings v. Jennings*, 401 S.C. 15, 736 S.E.2d 651 (2012).

"**Supremacy of Text**- The words of a governing text are of paramount concern, and what they convey, in their context, is what the text means."

See Jennings, 401 S.C. at 4, 736 S.E.2d at 243 ("Statutory construction must begin with the language of the statute."); *Nationwide Mut. Ins. Co. v. Rhoden*, 398 S.C. 393, 401 n. 4, 728 S.E.2d 477, 481 n. 4 (2012)("If legislative intent is clear as reflected in the statutory language, any public policy as promulgated by this Court must give way . . .."); *Bentley v. Spartanburg County*, 398 S.C. 418, 426, 730 S.E.2d 296, 301 (2012)("[W]e are interpreters not legislators and are bound by the language of [the statute] as written.").

"**Interrelated Canons** – No canon of interpretation is absolute. Each may be overcome by the strength of differing principles that point in other directions."

In *South Carolina Tax Commission v. Rowell*, 154 S.C. 55, 151 S.E. 218 (1930), the Court rejected the argument that a directly conflicting and later enactment

[1] Law Offices of Robert Hill, P.O. Box 1323, Lexington, SC 29071 (attorneyroberthill.com).

supersedes the first enactment in favor of achieving the statute's purpose in context.

"**Presumption Against Ineffectiveness**- A textually permissible interpretation that furthers rather than obstructs the document's purpose should be favored."

See *Florence County Democratic Party v. Florence County Republican Party*, 398 S.C. 124, 128, 727 S.E.2d 418, 420 (2012)("The statutory language must be constructed in light of the intended purpose of the statute [citation omitted]. This Court will not construe a statute in a way which leads to an absurd result or renders it meaningless.").

"**Presumption of Validity** – An interpretation that validates outweighs one that invalidates."

See *City of Rock Hill v. Harris*, 391 S.C. 149, 154, 705 S.E.2d 53, 55 (2011)("[T]he Court will, if possible, construe [the statute] so as to render it valid[.]").

Semantic Canons

"**Ordinary Meaning —** Words are to be understood in their ordinary, everyday meaning — unless the context indicates that they bear a technical sense."

Anderson v. South Carolina Election Comm'n, 397 S.C. 551, 556, 725 S.E.2d 704, 707 (2012)("Unless there is something in the statute requiring a different interpretation, the words used in a statute must be given their ordinary meaning.").

"**Fixed Meaning** — Words must be given the meaning they had when the text was adopted."

Stardancer Casino, Inc. v. Stewart, 347 S.C. 377, 385, 556 S.E.2d 357, 361 (2001)("The intent of the legislature is determined in light of the overall climate in which the legislation was amended.").

"**Omitted Case** — Nothing is to be added to what the text states or reasonably implies (*casus omissus pro omisso habendus est*). That is, a matter not covered is to be treated as not covered."

Grier v. AMISUB of South Carolina, Inc., 397 S.C. 532, 540, 725 S.E.2d 693, 698 (2012)("[W]hen a statute is clear on its face, it is improvident to judicially engraft extra requirements to legislation just because doing so may further the intent behind the statute."); *Consumer Advocate v. South Carolina Dept. of Ins.*, 397 S.C. 599, 602, 725 S.E.2d 708, 710 (Ct.App. 2012)("The court has no right to add words

[the legislature] omitted, nor to interpolate them on conceits of symmetry and policy.")

"**General Terms —** General terms are to be given their general meaning (*generalia verba sunt generalister intelligenda*)."

Government Employees Ins. Co. v. Draina, 389 S.C. 586, 595, 698 S.E.2d 866, 871 (Ct.App. 2010)("[A] basic rule of statutory construction is that general words — and it makes no difference how general — will be confined to the subject treated.").

"**Negative Implication** — The expression of one thing implies the exclusion of others (*expressio unius est exclusio alterius*)."

City of Rock Hill v. Harris, 391 S.C. 149, 154, 705 S.E.2d 53, 55 (2011)("At the same time, when determining the effect of statutory language, the canon of construction *expressio unius est exclusio alterius* or *inclusio unius exclusio alterius* holds that to express or include one thing implies the exclusion of another, or the alternative.")

"**Mandatory/Permissive —** mandatory words impose a duty; permissive words grant discretion."

Collins v. Doe, 352 S.C. 462, 470, 574 S.E.2d 739, 743 (2002)("under the rules of statutory interpretation, use of the words 'shall' or 'must' indicates the legislature's intent to enact a mandatory requirement."); *T.W. Morgan Builders, Inc. v. Buedingen*, 316 S.C. 388, 402, 450 S.E.2d 87, 95 (Ct.App. 1994)("Ordinarily, the use of the word 'may' in a statute signifies permission and generally means the action spoken of is optional or discretionary . . . [but] the use of the word 'may' in a statute can be interpreted to mean 'shall.'").

"**Conjunctive/Disjunctive** — *And* joins a conjunctive list, *or* a disjunctive list — but with negatives, plurals, and various specific wordings there are nuances."

Michau v. Georgetown County, 396 S.C. 589, 595, 723 S.E.2d 805, 808 (2012)("As this Court has recognized, the use of the word 'or' in a statute is a disjunctive that marks an alternative."); *but see Fulghum v. Bleakley*, 177 S.C. 286, 181 S.E. 30, 32 (1935)("This Court has held, in order to effectuate legislative intention, that 'and' should be read 'or'; that 'may' is often construed 'must' or 'shall'; that 'hereinafter' should be read 'hereinbefore'; and that the word 'of' should be construed to mean 'or'".).

"**Subordinating/Superordinating** — Subordinating language (signaled by *subject to*) or superordinating language (signaled by *notwithstanding* or *despite*) merely shows which provision prevails in the event of a clash — but does not necessarily denote a clash of provisions."

Gasque, Inc. v. Nates, 191 S.C. 271, 2 S.E.2d 36, 44 (1939)("The office of a proviso is either to except something from the enacting clause or to qualify or restrain its generality, or to exclude some ground of misinterpretation of it. . . .. The main provision of a statute and the proviso are to be read together with a view to carry into effect the whole purpose of the law.").

"**Gender/Number** — In the absence of a contrary indication, the masculine includes the feminine (and vice versa) and the singular includes the plural (and vice versa)."

S.C. Code Ann. § 2-7-30(A)(2012) provides, "All words in an act or joint resolution importing the masculine gender shall apply to females also and words in the feminine gender shall apply to males." The statute also provides, "[A]ny other words importing the singular number used in any act or joint resolution shall be held to include the plural . . .."

"**Presumption of Nonexclusive "Include"** – The verb *to include* introduces examples, not an exhaustive list."

There is no South Carolina example, perhaps because the term "include" is by definition nonexclusive.

"**Unintelligibility** — An unintelligible text is inoperative."

This is the flip side of the presumption against ineffectiveness. Under that presumption, the reader should favor a textually permissible interpretation that furthers the document's purpose. *See Florence County Democratic Party v. Florence County Republican Party*, 398 S.C. 124, 128, 727 S.E.2d 418, 420 (2012)("The statutory language must be constructed in light of the intended purpose of the statute [citation omitted]. This Court will not construe a statute in a way which leads to an absurd result or renders it meaningless.").

In the unintelligibility canon, Scalia and Garner states that the reader may not give the text meaning if its words are truly undecipherable: "To give meaning to what is meaningless is to create a text rather than to interpret one."

Syntactical Canons

Grammar — Words are to be given the meaning that proper grammar and usage would assign them.

Last-antecedent – A pronoun, relative pronoun, or demonstrative adjective generally refers to the nearest reasonable referent.

Series-Qualifier — When there is a straightforward, parallel construction that involves all the nouns or verbs in a series, a prepostive or postpostive modifier normally applies to the entire series.

Nearest-reasonable referent — When the syntax involves something other than a parallel series of nouns or verbs, a prepositive or postpositive modifier normally applies only to the nearest reasonable referent.

Proviso – A proviso conditions the principal matter that it qualifies — almost always the matter immediately preceding.

Scope-of-subparts — Material within an indented subpart relates only to that subpart; material contained in unindented text relates to all the following or preceding indented subparts.

Punctuation — Punctuation is a permissible indicator of meaning.

South Carolina agrees that "the phrases and sentences are to be construed according to the rules of grammar. . .." *Poole v. Saxon Mills,* 192 S.C. 339, 6 S.E.2d 761, 764 (1940). Yet the Court is also free to change the syntax by rearranging clauses, and putting clauses in the form of provisos, if necessary to give a statute meaning. *Gaffney v. Mallory,* 186 S.C. 337, 195 S.E. 840, 845-846 (1938).

The South Carolina Supreme Court has further stated that "punctuation is a most fallible standard by which to interpret writing." *State v. Pilot Life Ins. Co.*, 257 S.C. 383, 391,186 S.E.2d 262, 266 (1972). It at best confirms a statute's meaning when there is no patent ambiguity and the punctuation gives the statute meaning. *Jackson v. South Carolina Tax Comm'n*, 192 S.C. 350, 6 S.E.2d 745, 746 (1940).

Contextual Canons

"Whole text – The text must be construed as a whole."

16 Jade Street, LLC v. R. Design Const. Co., LLC., 398 S.C. 338, 343, 728 S.E.2d 448, 450 (2012)("[T]he statute must also be read as a whole and in harmony with its purpose.").

"**Presumption of Consistent Usage** — A word or phrase is presumed to bear the same meaning throughout a text; a material variation in terms suggests a variation in meaning."

Travelscape, LLC v. South Carolina Dep't. of Revenue, 391 S.C. 89, 100, 705 S.E.2d 28, 34 (2011)("As a general rule, 'identical words and phrases within the same statute should normally be given the same meaning.'").

"**Surplusage** — If possible, every word and every provision is to be given effect (*verba cum effectu sunt accipienda*). None should be ignored. None should needlessly be given an interpretation that causes it to duplicate another provision or to have no consequence."

16 Jade Street, LLC v. R. Design Const. Co., LLC., 398 S.C. 338, 343, 728 S.E.2d 448, 450 (2012)("Similarly, we are to construe a statute so 'that no word, clause, sentence, provision or part shall be rendered surplusage, or superfluous.").

"**Harmonious Reading** – The provisions of a text should be interpreted in a way that renders them compatible, not contradictory."

Davis v. School District of Greenville County, 374 S.C. 39, 45, 647 S.E.2d 219, 222 (2007)("Furthermore, the 'goal of statutory construction is to harmonize conflicting statutes whenever possible and to prevent an interpretation that would lead to a result that is plainly absurd.'").

"**General/Specific** — If there is a conflict between a general provision and a specific provision, the specific provision prevails (*generalia specialibus non derogant*)."

Denman v. City of Columbia, 387 S.C. 131, 138, 691 S.E.2d 465, 468 (2010)("Furthermore, '[w]here there is one statute addressing an issue in general terms and another statute dealing with the identical issue in a more specific and definite manner, the more specific statute will be considered an exception to, or a qualifier of, the general statute and given such effect.'").

"**Irreconcilability —** If a text contains truly irreconcilable provisions at the same level of generality, and they have been simultaneously adopted, neither provision should be given effect."

In construing inconsistent statutes that are simultaneously adopted, South Carolina strains to find one more specific than the other and apply it. *See State ex. rel. South Carolina Tax Comm'n*, 154 S.C. 55, 151 S.E. 218, 220 (1930)("[S]tatutes adopted at the same session of the Legislature are to be construed together, with the purpose of harmonizing them, and, if they are necessarily inconsistent, the statute dealing with common subject matter in a minute and particular way will prevail over one of a more general nature.").

"**Predicate Act** – Authorization of an act also authorizes a necessary predicate."

Gaffney v. Mallory, 186 S.C. 337, 195 S.E. 840, 846 (1938)(supplying a necessary predicate and holding, "The matter in parenthesis is supplied as necessarily implied.").

"**Associated Words** – Associated words bear on one another's meaning (*noscitur a sociis).*"

Travelscape, LLC v. South Carolina Dep't. of Revenue, 391 S.C. 89, 101, 705 S.E.2d 28, 34 (2011)("This Court has held that words in a statute must be construed in context, and their meaning may be ascertained by reference to words associated with them in the statute.").

"***Ejusdem Generis*** – Where general words follow an enumeration of two or more things, they apply only to persons or things of the same general kind or class specifically mentioned (*ejusdem generis).*"

Sheppard v. City of Orangeburg, 314 S.C. 240, 243, 442 S.E.2d 601, 603 (1994)("When the Legislature uses words of particular and specific meaning followed by general words, the general words are construed to embrace only persons or things of the same general kind or class as those enumerated."); *but cf. Harper v. South Carolina Tax Comm'n*, 267 S.C. 144, 150, 226 S.E.2d 699, 702 (1976)(stating that *ejusdem generis* canon "should not be used as a mere formalism when other indices of intent are present.").

"**Distributive phrasing** — Distributive phrasing applies each expression to its appropriate referent (*reddendo singula singulis*)."

Withers v. Comm'r of the Roads for Claremnont Co., 5 S.C.L. (3 Brev.) 83, 87-88 (S.C.Const.App. 1812)("The construction must be given to this act in connection with the other acts passed on the same subject, and the words supposed to give the arbitrary power contended for, ought to be taken *reddendo singula singulis*.").

"**Prefatory Materials** — A preamble, purpose clause, or recital is a permissible indicator of meaning."

Brown v. Continental Ins. Co., 315 S.C. 393, 395, 434 S.E.2d 270, 272 (1993)("The preamble of an act, while often used for the purpose of explaining otherwise unclear legislative intent, does not control where the statutory language has a plain and obvious meaning.").

"**Title and Headings** — The title and headings are permissible indicators of meaning."

Beaufort County v. South Carolina State Election Comm'n, 395 S.C. 366, 373 n. 2, 718 S.E.2d 432, 436 n. 2 (2011)("This Court may, of course, consider the title or caption of an act in determining the intent of the Legislature.").

"**Interpretive Direction** — Definition sections and interpretation clauses are to be carefully followed."

Goldston v. State Farm Mut. Auto. Ins. Co., 358 S.C. 157, 177-178, 594 S.E.2d 511, 522 (Ct.App. 2005)("[t]he lawmaking body's construction of its language by means of definitions of the terms employed should be followed in the interpretation of the act or section to which it relates and is intended to apply.").

"**Absurdity** — A provision may be either disregarded or judicially corrected as an error (when the correction is textually simple) if failing to do so would result in a disposition that no reasonable person could approve."

Florence County Democratic Party v. Florence County Republican Party, 398 S.C. 124, 128, 727 S.E.2d 418, 420 (2012)("This Court will not construe a statute in a way which leads to an absurd result or renders it meaningless.").

Expected Meaning Canons

"**Constitutional doubt —** A statute should be interpreted in a way that avoids placing its constitutionality in doubt."

Curtis v. State, 345 S.C. 557, 569-570, 549 S.E.2d 591, 597 (2001)("A possible constitutional construction must prevail over an unconstitutional interpretation.").

"**Related statutes —** Statutes *in pari materia* are to be interpreted together, as though they were one law."

Beaufort County v. South Carolina State Election Comm'n, 395 S.C. 366, 371, 718 S.E.2d 432, 435 (2011)("[I]t is well settled that statutes dealing with the same subject matter are *in pari materia* and just be construed together, if possible, to produce a single, harmonious result.").

"**Reenactment —** If the legislature amends or reenacts a provision other than by way of a consolidating statute or restyling project, a significant change in language is presumed to entail a change in meaning."

Duvall v. South Carolina Budget and Control Bd., 377 S.C. 36, 46, 659 S.E.2d 125, 130 (2008)("When the Legislature adopts an amendment to a statute, this Court recognizes a presumption that the Legislature intended to change the law [citation

omitted]. Nonetheless, a subsequent statutory amendment may also be interpreted as clarifying original legislative intent.").

"**Presumption against Retroactivity** – A statute presumptively has no retroactive application."

South Carolina Dep't of Revenue v. Rosemary Coin Machines, Inc., 339 S.C. 25, 28, 528 S.E.2d 416, 418 (2000)("In the construction of statutes, there is a presumption that statutory enactments are to be considered prospective rather than retrospective in their operation unless there is a specific provision in the enactment or clear legislative intent to the contrary [citation omitted]. However, statutes that are remedial or procedural in nature are generally held to operate retrospectively.").

"**Pending Action —** When statutory law is altered during the pendency of a lawsuit, the courts at every level must apply the new law unless doing so would violate the presumption against retroactivity."

Green v. City of Rock Hill, 149 S.C. 234, 147 S.E. 346, 352 (1929)(applying amendment enacted after case commenced because, "It is a well-settled general rule that the Legislature, by a curative or validating statute which is necessarily retrospective in character and retroactive in effect, can validate any act which it might originally have authorized.").

"**Extraterritoriality** — A statute presumptively has no extraterritorial application (*statuta suo clauduntur territorio nec ultra territorium disponunt*)."

Sayles v. Russell, 247 S.C. 506, 508, 148 S.E.2d 373, 374 (1966)("[T]he general rule is that no state or nation can, by its laws, directly affect, bind, or operate upon property or persons beyond its territorial jurisdiction. A statute which purports to have such operation is invalid.").

"**Artificial person** — The word *person* includes corporations and other entities, but not the sovereign."

S.C. Code Ann. § 2-7-30(A) provides that, "The words 'person' and 'party' . . . used in any act or joint resolution shall be held . . . to include firms, companies, associations, and corporations . . .."

Government-Structuring Canons

"**Repealability Canon** – The legislature cannot derogate from its own authority of the authority of its successors."

Harleyville Mut. Ins. Co. v. State of South Carolina, 401 S.C. 15, 736 S.E.2d 651 (2012)("Subject to constitutional limitations, the legislature has plenary power to amend a statute.").

"**Presumption Against Waiver of Sovereign Immunity** – A statute does not waive sovereign immunity – and a federal statute does not eliminate state sovereign immunity – unless that disposition is unequivocally clear."

S.C. Code Ann. § 15-78-200 (1997)(Tort Claims Act statute that, "The provisions of this chapter establish limitations on and exemptions to the liability of the governmental entity and must be liberally construed in favor of limiting the liability of the governmental entity.").

"**Presumption Against Federal Preemption** – A federal statute is presumed to supplement rather than displace state law."

Priester v. Cromer, 388 S.C. 425, 428, 697 S.E.2d 567, 569 (2010)("[C]ourts should begin with a presumption against preemption."), *reaff'd after remand* Op. No. 27191, filed Nov. 21, 2012 (Shearouse Ad. Sh. 42 at p. 50).

Private-Right Canons

"**Penalty/Illegality** – A statute that penalizes an act makes it unlawful."

Rollings v. Evans, 23 S.C. 316, 322 (1885)("If a statute inflicts a penalty for doing an act, the penalty imposes a prohibition, and the thing is unlawful, though there is no prohibitory words in the statute.").

"**Rule of Lenity** – Ambiguity in a statute defining a crime or imposing a penalty should be resolved in the defendant's favor."

In re Manigo, 398 S.C. 149, 157 n. 7, 728 S.E.2d 32, 35 n. 7 (2012)("The rule of lenity provides that typically, statutes that are penal in nature must be strictly construed in favor of a criminally accused and against the State.").

"**Mens-Rea Canon** – A statute creating a criminal offense whose elements are similar to those of a common-law crime will be presumed to require a culpable state of mind (mens rea) in its commission. Al statutory offenses imposing substantial punishment will be presumed to require at least awareness of committing the act."

State v. Ferguson, 302 S.C. 269, 272, 395 S.E.2d 182, 183 (1990)("In offenses at common law, and under statutes which do not disclose a contrary legislative purpose, to constitute a crime, the act must be accompanied by a criminal intent, or

by such negligence or indifference to duty or to consequences as is regarded by the law as equivalent to a criminal intent.").

"**Presumption against Implied Right of Action** – A statute's mere prohibition of a certain act does not imply creation of a private right of action for its violation. The creation of such a right must be either express or clearly implied from the text of the statute."

Adkins v. South Carolina Dep't of Corrections, 360 S.C. 413, 418, 602 S.E.2d 51, 54 (2004)("In this respect, the general rule is that a statute which does not purport to establish a civil liability, but merely makes provision to secure the safety or welfare of the public as an entity is not subject to a construction establishing a civil liability.").

Stabilizing Canons

"**Presumption against change in the common law** – A statute will be construed to alter the common law only when that disposition is clear."

Jade Street, LLC v. R. Design Const. Co., 398 S.C. 338, 343, 728 S.E.2d 448, 450 (2012)("Therefore, a statute is not to be construed in derogation of common law rights if another interpretation is reasonable.").

"**Imputed common-law meaning** – A statute that uses a common-law term, without defining it, adopts its common-law meaning."

Grier v. Amisub of South Carolina, Inc., 397 S.C. 532, 536, 725 S.E.2d 693, 696 (2012)("In ascertaining the meaning of language used in a statute, we presume that the General Assembly is 'aware of the common law, and where a statute uses a term that has a well-recognized meaning in that law, the presumption is that the General Assembly intended to use the term in that sense.'").

"**Prior-construction** – If a statute uses words or phrases that have already received authoritative construction by the jurisdiction's court of last resort, or even uniform construction by inferior courts or a responsible administrative agency, they are to be understood according to that construction."

McLeod v. Starnes, 396 S.C. 647, 660, 723 S.E.2d 198, 205 (2012)("The Legislature is presumed to be aware of this Court's interpretation of its statutes," and "its inaction is evidence [it] agrees with this Court's interpretation."); *CFRE, LLC v. Greenville County Assessor*, 395 S.C. 67, 77, 716 S.E.2d 877, 882 (2011)("The construction of a statute by the agency charged with its administration will be

accorded the most respectful consideration and will not be overruled absent compelling reasons.").

"**Presumption against implied repeal** – Repeals by implication are disfavored — "very much disfavored." But a provision that flatly contradicts an earlier-enacted provision repeals it."

Aakjer v. City of Myrtle Beach, 388 S.C. 129, 135, 694 S.E.2d 213, 216 (2010)("In general, repeal by implication is disfavored, and it found only when two statutes are incapable of any reasonable reconcilement. . .. When two statutes 'are incapable of reasonable reconcilement, the last statute passed will prevail, so as to impliedly repeal the earlier statute to the extent of the repugnancy."')

"Repeal of repealer – The repeal or expiration of a repealing statute does not reinstate the original statute."

S.C. Code Ann. § 2-7-20 (1976)("The repeal of an act or joint resolution shall not revive any law theretofore repealed or superseded, nor any office theretofore abolished.").

"**Desuetude** – A statute is not repealed by nonuse or desuetude."

Cain v. Daily, 74 S.C. 480, 55 S.E. 110, 112 (1906)("Courts should hesitate long to declare an act on our statute books obsolete through desuetude [citation omitted]. The better view is that a state is in force until repealed by the proper authority, either expressly or by clear implication . . .").

Falsities

Text v. Purpose and Intent

Scalia and Garner describe as "false notions" that the text is only the "best evidence" of intent; the court's goal is to discover legislative intent; a statute's spirit prevails over its letter; and that a statute should be construed to do justice. They similarly describe as a "half-truth" that considering the statute's consequences guides sound interpretation.

The South Carolina Supreme Court applies many of these so-called false notions, including holding that the statutory language is the "best evidence" of intent and that the "cardinal rule" of statutory construction is to ascertain and effectuate the legislative intent. *Grier v. Amisub of South Carolina, Inc.*, 397 S.C. 532, 535, 725 S.E.2d 693, 695 (2012).

The Court has also held that it is "not always confined to the literal meaning of a statute; the real purpose and intent of the lawmakers will prevail over the literal import of the words." *Caughman v. Columbia Y.M.C.A.*, 212 S.C. 337, 341, 47 S.E.2d 788, 789 (1948). *See also* *Soil Remediation Co. v. Nu-way Envtl., Inc.*, 317 S.C. 274, 276, 453 S.E.2d 253, 254 (Ct.App. 1995)("Where, however, there is something about the statute that makes it clear the legislature did not intend the letter of the statute to prevail, the court can consider the spirit of the enactment.")

On the other hand, the Court more recently suggested that a statute be reformed but, "Nevertheless, we are interpreters not legislators and are bound by the language of [the statute] as written." *Bentley v. Spartanburg County*, 398 S.C. 418, 426, 730 S.E.2d 296, 301 (2012).

Strict and Liberal Construction

The book on page xvii also condemns as false notions that courts should strictly or liberally construe statutes. But the South Carolina Supreme Court has often held that certain classes of statutes deserve strict or liberal construction. *See, e.g.,* *Alltel Communications v. South Carolina Dep't of Revenue*, 399 S.C. 313, 731 S.E.2d 869 (2012)(construing tax statutes to favor taxpayers if meaning in doubt); *Auto Owners Ins. Co. v. Rollison*, 378 S.C. 600, 663 S.E.2d 464 (2008)(liberally construing remedial statute); *Harris v. Harris*, 307 S.C. 351, 415 S.E.2d 391 (1992)(strictly construing statutes which deprive a court of jurisdiction).

Committee reports and floor speeches.

The South Carolina Supreme Court agrees with Scalia and Garner's rejection of committee reports and floor speeches as interpretive guides. In South Carolina, courts do not consider the individual views of a statute's drafters and legislators when construing even ambiguous statutes. *Catawba Indian Tribe of South Carolina v. South Carolina*, 372 S.C. 519, 527 n. 5, 642 S.E.2d 751, 755 n. 5 (2007).

Original meaning

Lastly, the Court agrees with Scalia and Garner that contemporaneous history may guide interpretation. *In re Hospital Pricing Litig.*, 377 S.C. 48, 54, 659 S.E.2d 131, 134 (2008)("The history of the period in which the statute was passed may be considered in interpreting the statute.").