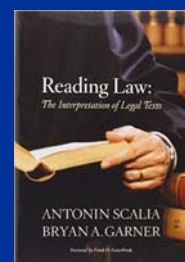
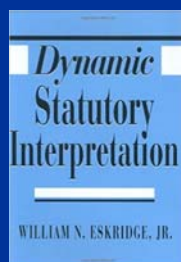
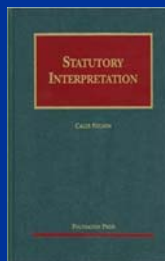


# Statutory Construction



Scott Brister ★ Andrews Kurth Kenyon  
Phil Durst ★ Deats Durst & Owen

# Statutory Construction



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## A Punch List for Construction – of Statutes & Contracts

Scott Brister, Andrews Kurth Kenyon LLP ★ Phil Durst, Deats Durst & Owen PLLC

General Principles	
<input type="checkbox"/>	Goal in statutes: legislative intent. <i>Tex. Mut. Ins. Co. v. Ruttiger</i> (Tex. 2012) <ul style="list-style-type: none"><li>• normally derived from the text. <i>Texas Student Hous. Auth. v. Brazos Cnty. Appr. Dist.</i> (Tex. 2015)</li></ul>
<input type="checkbox"/>	Goal in contracts: parties' intent. <i>Plains Explor'n &amp; Prod. Co. v. Torch Energy Advisors Inc.</i> (Tex. 2015) <ul style="list-style-type: none"><li>• objective intent, not subjective intent. <i>In re Dillard Dep't Stores, Inc.</i> (Tex. 2006)</li><li>• measured at time of contracting. <i>FPL Energy, LLC v. TXU Portfolio Mgmt. Co., LP</i> (Tex. 2014)</li></ul>
<input type="checkbox"/>	Purpose stated in statute. Gov't Code § 311.023(1); <i>RRC v. Tex. Citizens for Safe Future</i> (Tex. 2011)
<input type="checkbox"/>	Plain meaning. <i>Life Partners, Inc. v. Arnold</i> (Tex. 2015); <i>Plains Exploration v. Torch Energy</i> (Tex. 2015)
<input type="checkbox"/>	No part meaningless. <i>Entergy Gulf States v. Summers</i> (Tex. 2009); <i>Plains Expl. v. Torch Energy</i> (Tex. 2015)
<input type="checkbox"/>	Consequences. Govt Code § 311.023(5); <i>Texas Student Hous. Auth. v. Brazos Cty. App. Dist.</i> (Tex. 2015)
<input type="checkbox"/>	Absurdity. avoid absurd results. <i>Bridgestone/Firestone, Inc. v. Glyn-Jones</i> (Tex. 1994)
<input type="checkbox"/>	Cannot rewrite statute/contract. <i>Iliff v. Iliff</i> (Tex. 2010); <i>Fiess v. State Farm Lloyds</i> (Tex. 2006)
<input type="checkbox"/>	Freedom of contract. <i>Moayed v. Interstate 35/Chisam Rd., L.P.</i> (Tex. 2014)
<input type="checkbox"/>	Enforcement is sacred. <i>Fairfield Ins. Co. v. Stephens Martin Paving, LP</i> (Tex. 2008)

## Goal of construction: Intent

### Contracts: parties' intent

- ❖ objective, not subjective intent

"If it were proved by 20 bishops that a party, when he used words, intended something else than the usual meaning the law imposes, he would still be held."

*Hotchkiss v. Nat'l City Bank* (SDNY 1911)

### Statutes: legislative intent

- ❖ derived from text

"If Parliament does not mean what it says, it must say so."

*In re Jorden* (Tex. 2008)

## Goal of construction: Intent

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Contracts: parties' intent

- ❖ objective, not subjective intent
- ❖ **measured at time of contracting**

Statutes: legislative intent

- ❖ derived from text
  - ❖ **measured at time of passage?**
- 

## Statutory purpose

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- ❖ Laws stating a specific purpose are construed to fulfill that purpose (and *only* that purpose?)

*RRC v. Tex. Citizens for Safe Future (Tex. 2011): RRC weighs "public interest" in permits on injection wells.*

*Held: limited to natural resources, not traffic control.*

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