STATUTORY INTERPRETATION IN ETHIOPIA*

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I. INTRODUCTION

The purpose of this paper is, first, to introduce the readers to general elementary problems of statutory interpretation in Ethiopia, and second, to derive some specific rules of legal interpretation from the Ethiopian Civil Code provisions governing construction of contracts.

Reduced to its simplest terms, the problem of Ethiopian law interpretation involves two basic questions: First, WHO is to interpret laws? Second, HOW should one interpret laws? We shall discuss them in that sequence.

II. WHO IS TO INTERPRET LAWS?

"In ordinary life, if someone says something that you do not understand, you ask him to explain his meaning more fully. This is impossible with the interpretation of statutes [laws]. ..."[1]

Whom, then, shall we turn to for explaining the laws with some authority? To the scholar, the judge, or, exceptionally, the legislator: (1) In their doctrinal interpretation, scholars merely try to persuade; (2) Judicial interpretation has legal authority in the case concerned, and if "settled," i.e., customary, it has at least factual authority over like cases in future; (3) Legislative interpretation, if any, has, of course, complete legal authority in all cases. We shall now discuss, in turn, the doctrinal, the judicial and the legislative interpretation.

1. Doctrinal Interpretation

Doctrinal interpretation is that "which is made in books, in reviews, in the classroom."[2] It is performed mostly by the legal scholars when they lecture on law or write legal articles or textbooks. Such law lectures, articles, and books mould the future law-

* Abbreviations used in the text and footnotes will be as follows:
Planiol — Planiol, *Treatise on the Civil Law*, 12th ed., trans. Louisiana State Law Institute (1959), v. I, 1, No. 199-255.
Williams — G. Williams, *Learning the Law*, 5th ed., London 1954, Chapter 7.
Krzeczunowicz I — G. Krzeczunowicz, in *Journal of Ethiopian Studies* No. 1, "A Novel Legislative Approach to Custom."
Krzeczunowicz II — Krzeczunowicz, ibid., "Ethiopian Legal Education."
Note: square brackets denote our interpolations.

1 Williams, p. 87.

2 Planiol, No. 200.

yers. Apart from that, the doctrinal interpretations propounded therein have "no other use than to influence court decisions."[3] This is best achieved through commenting on laws and judicial opinions, grouping points of law involved in analogous cases, and stressing inconsistencies, if any, that may crop up in the judges' decisions. Ethiopian cases, being mostly unreported, cannot be, as yet, so discussed. Abroad, the scholarly commentators' influence is strongest when their opinions are unanimous *(communis opinio doctorum)* and thus amount to "doctrinal custom."

2. Judicial Interpretation

"Judicial interpretation is that which emanates from a court when, in order to decide a case, it applies a law whose meaning is discussed before it."[4] Such interpretations are called quasi-judicial when emanating from an administrative organ in adversary proceedings.

Many judgments involve no interpretations, only simple applications of law. The meaning of the law to be applied to the facts contended is often not disputed. The case is then won by the party who proves his facts. Appreciation of evidence on facts lies, within few legal limits,[5] in the court's discretion. The facts once established, application of a clear rule to them will follow without need for interpretation. For instance, the fact of my having borrowed ten dollars from you may be denied without questioning the rule that, if so borrowed, they should be repayed.

Where a law's meaning is disputed before the court, the decision involves its interpretation. A line of similar interpretations leads to what some call "settled" case-law or judicial custom. Judicial interpretations thus become a source of law. "In the judgments alone is to be found the law in its living form."[6] This is hardly the case in Ethiopia, where most judicial opinions are not exhaustively researched and, being largely unreported, cannot be readily "found."[7]

3. Legislative Interpretation

Legislative interpretation is that made by the law-maker (legislator). Under the modern principle of separation of powers, interpretation of law in litigation belongs to the judge, not the law-maker. But this was not always so. Under some monarchies, the law-maker had to be asked, where appropriate, "to explain his meaning more fully."[8] In old France, "the king alone could interpret his ordinances. It followed, therefore, that when the meaning of one of them was doubtful judges should abstain from interpreting it. ... The action was suspended and the parties sent before the king in order to have the meaning of the law definitely established. ... At present, such appeals are no longer permitted ... a judge may not refuse to pass judgment on the pretext that the law is silent,

3 Planiol, No. 201.

4 Planiol, No. 202.

5 Which, in our system without juries or very extensive laws on evidence, seldom require interpretation.

6 Planiol, No. 14 B.

7 See Krzeczunowicz II, s.v. Case Reporting.

8 Cf. *supra*, Note 1. Such practice is impossible in the modern circumstances of mass-legislation by transient bodies.

obscure or insufficient. He would be guilty of a denial of justice. ..."[9] Under present Ethiopian law, such refusal to pass judgment might be charged as a breach of official duty under Article 412 Penal Code, unless the various Codes of Procedure provide otherwise, which the Penal Procedure Code of 1961 does not.[10]

As already mentioned, Ethiopian judges may not stay a case demanding legislative interpretations. But this does not prevent the Government from demanding that a clarifying provision be enacted. For instance, the High Court may not refuse to decide whether a Moslem divorce case should or should not be transferred to the Kadis Council for decision under Sharia Law. But the Government may require a clarifying enactment "... on the question whether - - in the face of the sweeping Repeals Provision [Civ. C. Art. 3347] - - the distinct personal status recognized to Moslems in a prior procedural proclamation must be deemed abrogated with the rest of past Civil law and custom."[11] Such enactment would not constitute a *new* provision, but a legislative interpretation of Civil Code Article 3347, acting back to September 11, 1960, when the Civil Code took effect.[12] For an actual example of such modern legislative interpretation, see the Interpretation of Land Tax Proclamation of 1947 (No. 93), which explains what the prior Land Tax Proclamation of 1944 (No. 70) DOES NOT MEAN!

Such legislative interpretations (as distinct from direct amendments) of *prior* law are a rarity. More frequently, a law contains, from the outset, a section defining the main terms used in it. This technique, rather unfamiliar in Continental Europe, is prevalent in Common Law countries and has in recent years been introduced in Ethiopia. Thus, see Chapter 1 of the Ethiopian Labour Relations Decree No. 49 of 1962. Rather unfortunately, we have no such "legislative glossaries" in the Amharic-English versions of the Ethiopian Codes, whose divergent translations from the French master-drafts are a continuing cause of semantic and legal controversy.[13]

III. HOW SHOULD ONE INTERPRET LAWS?

If laws were to be explained in many different ways, legal security would founder. Interpretation of laws is governed by certain widely accepted rules, often dating from Roman times. Such rules, evolved by commentators and accepted by judges, are based on logic and common sense. No such rules of interpretation are extant from the works of past Ethiopian commentators (if any) or judges. In other words, there exists in Ethiopia no doctrinal or judicial custom as to applicable rules of interpretation. For this reason, the Civil Code's 1958 draft apparently introduced, in a special Book on "Application of Laws", some rules of interpretation. This Book has been excluded from the Civil Code's final version enacted in 1960.[14] Does this mean that one can explain our laws arbitrarily as one likes? By no means. Certain basic rules of legal interpretation have wide recognition throughout the world. The Ethiopian legislator seems to sanction them indirectly through making them applicable to contracts.[15] We shall quote those rules, in adapted form,

9 Planiol, No. 208-9.

10 And the forthcoming Civil Procedure Code of Ethiopia, now under consideration, it seems will not.

11 Krzeczunowicz I, s.v. Incorporation of Custom, *in fine*.

12 The problem of the retroactive effect of certain laws will be discussed, it is hoped, in a separate paper to be published in this Journal.

13 See Krzeczunowicz, II, s.v. Language Problem.

14 See R. David, "Le code civil éthiopien de 1960", at *Rabels Zeitschrift* of 1961, Heft 4, p. 674.

15 Articles 1733-7, Civil Code.

substituting "law" for "contract", and "legislator" for "parties."[16] On the other hand, "the principal rules used in everyday judicial discussion... are usually expressed in the latin form given them by the old jurists."[17] We shall continue this usage in discussing the rules to be applied, respectively, where the law is: (1) clear, (2) ambiguous, (3) silent, (4) contradictory, and (5) unreasonable.

1. Where the Law is CLEAR

Ubi lex non distinguit nec nos distinguimus (short version), which means: "... no distinction must be drawn where the law draws none."[18] English case-law, per Williams:[19] "Where the words of an Act of Parliament are clear, there is no room for applying any principles of interpretation." Ethiopian Civil Code Article 1733: "Where the provisions of a ... [law] are clear, the court may not depart from them and determine by way of interpretation the intention of the ... [legislator]." As mentioned before, many judicial opinions involve no interpretation, the applicable rules being clear. In such cases, judges may not render arbitrary decisions based merely on their dislike of a law which may be unjust or unreasonable or work hardship in a particular case.[20] This prohibition may be eluded in only one case: where a given provision, though "literally" clear, would lead to an evidently uncontemplated absurdity. For instance, "... if a law had provided a penalty for blood-letting in the street, a surgeon who had 'bled' a patient injured in a street accident ... would ... be held innocent",[21] although this is drawing a distinction where the law draws none. Rationale for so holding: Far from endangering people's safety, which this law protects, the patient-bleeding surgeon was preserving it. Rather than assume that the legislator was absurdly out of his wits, we presume that, had he contemplated this contingency, he would evidently himself have made our distinction. Save in such extreme cases, derogating a clear rule is inadmissible,[22] lest legislation become pointless and legal security vanish.

2. Where the Law is AMBIGUOUS

(A) *Word Meaning.* "The meaning of a word is to be judged by the company it keeps."[23] The same logical principle is found in Article 1736 of our Civil Code: "The provisions of a ... [law] shall be interpreted through one another and each provision

16 In our view, contract interpretation rules may apply, *mutatis mutandis*, and where pertinent (this qualification excludes Articles 1732 and 1738-9 Civil Code) to laws. Compare C. E. Odgers, *The Construction of Deeds and Statutes*, 3d ed. (London, 1952), p. 179: "It has been said that no further rules of construction should be placed on statutes [laws] than upon any other legal document [e.g., contracts]." In both cases the aim is to ascertain the authors' intention.

17 Planiol, No. 215. Latin maxims are used also in Common Law systems.

18 Planiol, No. 217.

19 p. 91, quoting Scott L. J. in *Croxford v. Universal Insce. Co.* [1903] 2. K. B. at 280.

20 It is arguable, however, that the Emperor *may* derogate clear rules by virtue of his equitable jurisdiction in the *Yezufan Celot*. See Robert Sedler, "The Chilot jurisdiction of the Emperor of Ethiopia." 8 Journal of African Law No. 2 (1964).

21 P. G. Osborne, *Q. & A. on Jurisprudence* (London, 1948), p. 33. For other examples, see S. D. Elliot, "Techniques of Interpretation", in B. Schwartz, *The Code Napoleon and the Common-Law World* (New York 1956), p. 84.

22 See *contra*: Supreme Imperial Court opinion in *Mrs. Chake Avakian v. Mr. Artin Avakian*, Civil Appeal No. 1114/55 E.C. in *Journal of Ethiopian Law* (1964), Vol. 1, No. 1, p. 26.

23 Williams, p. 87, per MacMillan.

shall be given the meaning required by the whole ... [law]". This is called interpretation through the context or *tota lege perspecta*.[24] For instance, in our Civil Code's French masterdraft, if the sense of the term "créance" is in doubt, the index will refer us to other articles containing the same term, a comparison of which will clarify its sense. Unfortunately, our official Amharic-English code versions contain no such index, and, what is worse, the term "créance" itself has been English-rendered in at least six contradictory ways,[25] so that in this case the official context, far from helping, only makes matters more confusing.

The fact of having neither an index, nor a properly translated text, should not discourage us from trying to ascertain the meaning of legal provisions of the Civil Code in the light of their special and general context. The special context is that of the same paragraph or section. The rest is general context: for instance, we should not apply Civil Code Articles 2945-2974 on Lease of Houses without giving them, where appropriate, the meanings required by the cognate Articles 2896-2944 on Lease of Immovables [land or house] in General. Those articles, in turn, since a lease is a contract, should be read in the light of related provisions on Contracts in General (Title XII). A given provision should therefore never be considered apart from its special or general context.[26] It seems that some of our courts, in their decisions, occasionally overlook this principle. The latter also affects the problem of legislative amendments. Since "each provision shall be given the meaning required by the whole [law]", each amendment requires a revising of the whole legal context to avoid inconsistencies. Incidentally, it is this precise difficulty that delays the sorely needed integral revision of the now 160 years old French Civil Code.[27]

Interpretation through the context includes also references to provisions which, except for figuring in the same code, are not significantly interrelated.[28] Even such non-cognate rules may help us to clarify the meaning of recurrent terms. For instance, distinct Civil Code provisions authorize, respectively, tutors, association directors, husbands, succession liquidators, contingent holders of assets, general agents, etc., to perform "acts of administration".[29] But only collating and reading them together gives us an idea of what the concept "acts of administration" means (in Private Law).[30]

We shall not elaborate here on the two common sense rules supplementing that of interpretation through the context. One, the *eiusdem generis* rule, is described by Williams (p. 93) and is expressed with respect to Contracts in Article 1735 of our Civil Code; the other is the rule of positive interpretation[31] defined by the Civil Code Article 1737.

(B) *Legislative Intent*. Where a provision is neither clear in itself, nor fully explained by the context, the judge is still not quite free to follow his whim, but should try by other means to discover what the legislator had in mind. "Where a provision of a ... [law] is ambiguous, the ... intention of the ... [legislator] shall be sought" (Civ. C. Art. 1734). If the law's own context does not sufficiently clarify the legislator's intention, source documents, such as a legislation's "preparatory studies" or committee reports should be consulted. Although their use should be prudent and discerning, "it may be expected that the practice of referring to these reports will extend itself ... because they

24 *Digestum*, 1, 3, 24.

25 These are, with number reference to the Civil Code Articles concerned: debt (1048), credit (1347), claim (2865-8), chose in action (2411), thing (1012), obligatory right (heading above Article 1962).

26 Including, when appropriate, the Constitution: see its Article 122.

27 See Planiol, No. 118-119.

28 Our Civil Code's books are not headed by a connecting "General Part."

29 Also translated as "acts of management."

30 A bare definition of this concept is given by Article 2204 of the Civil Code with respect to Agency. Compare Articles 2203, 280(2), 429(1), 656(2), 1010(1), 1874.

31 As expressed in the maxim: *lex interpretanda est ut valeat*.

often supply the best commentary upon the wording of the Act."[32] In France, a legislation's "preparatory studies" or working papers include: "the texts of the projects ... of laws, accompanied by statements of reasons [and sources] for them; the reports made on the projects ...; the public discussions of the two Chambers".[33]

In Ethiopia, code-interpretation through the context is sometimes impracticable because of the translation errors in the Amharic-English official versions. In addition, our legislature's intention cannot be ascertained from our codification's working papers, if any, because they remain, so far, unpublished.[34] This, added to the fact that we can also have no settled case-law before our case-reporting is fully organized, leaves judges a freedom perhaps greater than was contemplated. It is submitted, however, that at least the Emperor's prefaces to the Codes[35] and the Codes' French mastertexts (from which the translations were made) should, in doubtful cases, be considered as indicative of the legislator's intention. On the other hand, the legislator's intention may be gleaned indirectly by his having borrowed a concept from a foreign legal system.[36] In this event, relevant foreign doctrines and cases may help to clarify his intention on such point; e.g., the Romanistic legal materials may bring out the restrictive connotation of the concept "default" (French version's *demeure*, the Roman *mora)* in our Civil Code (cf. Articles 1758, 1772 ff, 1798, 1803).

Sometimes, even terms which, in common parlance, seem the simplest, require interpretation. Words like "building", or "family", have a "fringe" meaning.[37] Such "fringe" may be widened or narrowed. Thus "building" may be broadly interpreted to cover a bare wooden hut, or restrictively to exclude it; "family" may mean merely parents with children, or a whole group descending from a more or less remote common ancestor. The legislator may have had or shown no particular intention in this respect. If this happens, the court might be free to choose such meaning as it thinks fit in the light of Ethiopian tradition, custom or equity .[38]

3. Where the Law is SILENT

A rule may proclaim the point or enumerate the points it covers, omitting other matters. Such enumeration may appear as merely illustrative (e.g., in Civ. C. Art. 1793), that is non-exclusive of other similar matters to which the rule will extend by analogy (argument *a pari* or of "similar reason"); or the pronouncement may appear as restrictive, that is (as in Civ. C. Arts. 1806-7, or 2369) excluding any non-enumerated situations (argument *a contrario* or of "contrary reason") from the rule's operation.

32 Williams, p. 92-3. This method is especially adequate when the legislation concerned is relatively recent and has thus not been bypassed by new patterns of social thought and behaviour. The Ethiopian codes, far from being so bypassed, are, on the contrary, still ahead of the peoples' thinking. For some time, the social evolution in this country may be toward these advanced Codes rather than beyond them.

33 Planiol, No. 218, note 17. The legislation's working papers may either directly clarify the legislator's intentions, or else may indicate his borrowings from the foreign or national sources which, in turn, will help to elucidate doubtful points. We dispose of no such indications in Ethiopia.

34 See Krzeczunowicz II, s.v. Background Data.

35 Cf. Krzeczunowicz I, s.v. Judicial Interpretation.

36 In the absence of legislative indications (see note 33), such borrowings may be inferred from the identity of the provisions compared. But the work and expense involved in such uncharted comparative research are immense.

37 Williams, p. 88.

38 See Krzeczunowicz I, s.v. Judicial Interpretation, e.g., on the meaning of "family" in Civil Code Article 1168.

Restrictive pronouncements or enumerations are more usual, however, and analogy should not be used at random. Its use is prohibited in regard to penal and "exceptional" provisions. Indeed, Penal Code Article 2(1) specifically provides that "the court may not create offences by analogy".[39] As to exceptional provisions, a world-known maxim runs : *Exceptio est strictae interpretationis.* Any rules therefore providing exceptions from more general rules must be interpreted strictly, which excludes their extension by analogy.[40] By way of example, let us suppose that a one dollar tax per head is levied on cattle, goats being expressly exempted. The goat's exemption must not be extended, by analogy, to sheep!

The argument of analogy sometimes takes the form known as *a fortiori* ("with even stronger reason"). It is by this argument that we have extended certain rules of interpretation of contracts to interpretation of laws. This method should not be abused. Our analogy would perhaps be invalid as too remote, were it not for the fact that the interpretation rules in question are also generally recognized in the Continental legal systems upon which our own legal order is largely based.

The law's silence regarding some matters may amount to a complete void, a *vacuum.* In such fully omitted subject matter, our Civil Code's Repeals Provision (Article 3347) does not bar resorting to prior or customary rules. But the omission, for example, of the institution "cooperative" from our legislation,[41] creates only a *prima facie* vacuum. Indeed, contractual customary cooperatives (such as the "Ekub") are, pending special legislation, easily governed by the Civil Code Title on Contracts in General with its rule on "incidental" effects of contracts (Article 1713). On the contrary, the lack of any "Private International Law" rules constitutes a *real* vacuum in our law, and what is worse is that there are no prior or customary rules to fill this void. The result is an erratic court practice in the entire field of Conflict of Laws.

4. Where the Law is CONTRADICTORY

Under the principle of hierarchy of laws,[42] a lower enactment may not contradict one of higher rank. But what will happen if the contradiction occurs between rules of the same rank? This problem is solved by two maxims of legal science. The first runs: *lex posterior derogat priori* or "posterior law prevails over [derogates from] prior law". A discussion of this precept does not pertain to our present topic, but to that of "Repeal of Laws", which will be considered, it is hoped, in a separate paper to be published in this Journal at a later date.[43]

The second maxim which concerns us here runs: *lex specialis derogat generali,* or "special law prevails over [derogates from] general law". When two rules, of the same

39 Sub-article 2 of the same Article provides that this does not prevent "interpretation of law" (by other methods) in order to ascertain the legislator's intention.

40 According to Anglo-American doctrine, *all* statutory provisions should be interpreted strictly (i.e., should never be extended by analogy), because all statutes are deemed to be mere exceptions from the common law, which is judge-made. Such doctrine, recently challenged by an eminent American jurist (Roscoe Pound), would anyway be pointless in Ethiopia, whose common law is not judge-made but, precisely, statutory and, in this statutory form, comprehensive (cf. Article 3347 Civil Code).

41 See Krzeczunowicz I, s.v. Filling Code Vacuums.

42 See Krzeczunowicz, "Hierarchy of Laws in Ethiopia," 1 *Journal of Ethiopian Law* (1964), p. 111.

43 Of special interest will be a discussion of Article 3347 Civil Code and of the concept of tacit or implied repeal which seems to have been ignored by some practitioners.

rank, and enacted at the same time conflict, we must try to ascertain which is more general, and which covers less ground, being more "special." Obviously, between two propositions: (1) "On cattle, tax is due", and (2) "On goats [a kind of cattle] tax is not due", there is no full contradiction. The second rule is more special and, with respect to goats, it prevails over [derogates from] the general rule on cattle. Being an exception, it must be strictly interpreted, that is, *a contrario* to goats, all other cattle remain taxed in accordance with the context. Another example: the principle that "any" government servant is liable in damages for his faults (Civ. C. Art. 2126) is merely derogated by the rule that the judge, a special kind of government servant, is free from such liability (Civ. C. Art. 2138(c)).

Thus there can be *full*, inexplicable repugnancy (contradiction) only between two rules equally general, neither of which can be understood as an exception from the other, so that if we apply one of them the other loses all effect. For instance, within one and the same Article 1706 of our Civil Code there seems to be such a full contradiction between its sub-articles (2) and (3),[44] which require us to evaluate duress in two mutually exclusive ways! Such full contradiction cannot be explained away without extremely artificial constructions. The court's choice between such rules is, in fact, of necessity, arbitrary. But the judges' repeated preference for one of those rules will solve the difficulty through creating a settled judicial custom[45] in this matter.

5. Where the Law is UNREASONABLE

The lawyer should know history and economics. He should not only master the formal maxims and devices of juridical logic, but should also understand both the historical background of legal institutions and their present social and economic purposes. Where a law appears to be grossly unreasonable in that it violently hurts tradition, justice or progress, the judge should search whether the rules of interpretation do not leave some leeway for applying the law in a more reasonable sense. We have already given an example of when this can be done, quite exceptionally, in contradiction of even a clear text (the "blood-letting" case). But the most frequent opportunities for judicial discretion arise where the law, being ambiguous,[46] admits of more than one meaning, with no clear-cut solution imposed by either context or legislative reports. For instance, the so called "frin-meanings"[47] can be extended or restricted to suit tradition or justice or social needs in Ethiopia. Recurrent concepts typically lending themselves to such judicial manipulations are those of "good faith", "morality", "fault",[48] "reasonableness", etc.

IV. CONCLUSION

In the absence of any legislative, judicial or doctrinal principles governing statutory interpretation in Ethiopia, we have attempted to abstract some applicable principles by analogy from the Civil Code provisions on interpretation of contracts. The results reached

44 Both were rashly borrowed from the long criticized Article 1112 of the French Civil Code, which Article, in turn, has its origin in an inadvertent misreading of that old authority, Pothier. On this topic, see G. Ripert, *Traité Elémentaire de Droit Civil de Planiol* (1952), Tome II, No. 237-8, and F. P. Walton, *The Egyptian Law of Obligations* (1923), Vol. 1, p. 227. French courts evaluate duress by the subjective standard (as expressed in sub-article 3 of our Article 1706).

45 See *supra*, ad I, 2.

46 See *supra*, ad 2.

47 See *supra*, ad 2, *B, in fine*.

48 Mistranslated as "offence" in the English version of our Civil Code.

bring us near to interpretation trends prevailing in a legal system whose basic features are not unlike ours. The *Quebec* province of Canada underwent Continental type codifications. The resulting codes are bilingual. Common Law concepts predominate in Public Law and Procedure. These Canadian Code analogies with the Ethiopian situation justify a concluding reference to Lower Canada's rules of interpretation summarized as follows by F. P. Walton:[49]

> "1. The first and leading rule is that when the Code is clear and unambiguous upon the point at issue it cannot be controlled or explained away by reference to any other source. ... 4. Conditions and qualifications are not to be imported into the Code by reference to other sources. - 5. The English and French versions of the Code are of equal authority, and the one may be used to interpret the other. - 6. When the Code is ambiguous or uncertain it must be interpreted. - 7. For such interpretation the best guide will be the Code itself. - 8. If by collating the articles of the Code the interpretation of the article under discussion is still uncertain the most reliable guide will be the reports of the [codifying] Commissioners. - 9. When the question is not concluded by reference to other articles of the Code or to the explanations of the codifiers, the next best guide will be the decided cases upon the point. ... 12. When a provision is derived from the French law it is to be interpreted by reference to French authorities, and when it is derived from the English law by reference to English authorities."

Precepts 8, 9, and 12 would have little current relevance for Ethiopia because (a) our Codifying Commissioners' reports, if any, have not as yet been published; (b) reporting of decided cases is only starting and its development will take many years; (c) the sources from which the particular code provisions are derived are not yet ascertained. An additional difficulty concerns precept 5. Our codes' French master-versions have no official authority and the French language is not currently well known. It is nonetheless submitted that all above precepts of interpretation harmonize with those propounded by us in this paper and that the provisional obstacles concerning application of precepts 8, 9, and 12 and, *mutatis mutandis*, 5, do not detract from their permanent value for the future interpreters of Ethiopian Law.

49 The Scope and Interpretation of the Civil Code of Lower Canada, p. 80 ff., as reproduced by Y.G. Castel in: *The Civil Law System of the Province of Quebec* (Toronto, 1962), p. 202-3.