SEMINAR SERIES

PRACTICAL ISSUES IN THE LAW OF AGENCY

By
Emeritus Professor Francis Reynolds QC

Public CPD Points: 7.5
Practice Area: Corporate/Commercial
Training Level: Intermediate
About the Seminars

The Law of Agency pervades human relations. It concerns dealing through others and as such is basic to all commercial and much private interaction between people. It is not possible to do everything ourselves: we often have to deal through others, for example, buying goods from a shop assistant or ordering a meal in a restaurant. Commercial dealings are almost always conducted through others in some way. It must also be remembered that corporations have no physical existence and have to deal through real people, who are usually going to be agents. There are of course professional agents such as brokers, travel agents, freight forwarders, real estate agents, auctioneers and the like, but agency law is far from being confined to them.

The purpose of this seminar series is to provide an overall survey of the principles of the law of agency as understood in common law countries, with emphasis on their practical application. This will require the use of examples from various types of representative, but there will be no full discussion of any particular type of agent. The emphasis is therefore on general principles, but many of the tricky areas of agency law will be specifically considered. There are a number of significant recent cases on the law of Agency, in Singapore and elsewhere, which will be considered.

The three seminars are designed as separate and self-contained. The following topics will be covered,

Seminar 1 (Friday, 30 August 2019): Introduction - The Basic Notions of Agency and Authority

(a) How is agency distinguished from other relationships? What are the external and internal aspects of agency? What is the difference between the conferral of authority and the likely contract accompanying it?

(b) Rights and liabilities of the principal on transactions entered into by the agent. How do I as a third party establish the authority of someone’s agent with whom I have been dealing? How careful need I have been in checking on this? Does the principal’s subsequent conduct make a difference, for example, because it can be argued that an act had been ratified? When the principal is liable to me, is the agent ever liable to me as well?

Seminar 2 (Friday, 06 September 2019): Three Special Notions of Agency Law - The Undisclosed Principal; The Agent’s Warranty of Authority; and The Revocability of Authority

(a) The unusual common law doctrine of the undisclosed principal, whereby a principal may be liable to me and entitled against me on an agent’s transactions even though I as third party was completely unaware of the principal’s existence: when can this reasoning be successfully invoked by me or against me? Does this happen often? The “beneficial assumption” that in a commercial context a person may be assumed willing to contract with anyone: can this be true?

(b) The agent who dealt with me turns out to have no authority from his principal: what are my remedies against that agent? What rights does a third party have against a solicitor agent on whom identity fraud has been practised by a client purporting to be a principal?

(c) Can one confer irrevocable authority on an agent?

Seminar 3 (Monday, 09 September 2019): Agent’s Fiduciary Liability; Agent’s Right to Commission; Limited Use of Agency Reasoning in Less Obvious Contexts

(a) In addition to normal common law duties, agents are said to owe special fiduciary duties to their principals in equity, as well as common law duties. What does being a fiduciary involve? What are the remedies against fiduciaries? Are all agents fiduciaries? Can there be a non-fiduciary agent?

(b) An agent’s remuneration is typically by commission. There are many cases on entitlement to this, mostly in the context of real estate agents, which normally turn on the terms of the contract involved. However, there have been two recent cases of significance, one in Singapore and one in England and Wales: Goh Lay Khim v Isabel Redrup Agency Pte Ltd [2017] SGHC 11; Wells v Devani [2019] UKSC 4.

(c) Situations where agency reasoning is invoked in part only: real estate agents, persons assuming the functions of agents without having been authorised, receivers, liquidators, subcontractors, agency analysis applied to commercial arrangements, notice of facts through agents. Sometimes however agency reasoning proves inappropriate: it is important to be sensitive to this possibility.
About the Speaker

Professor Francis Reynolds QC is an Emeritus Professor of Law in the University of Oxford and an Emeritus Fellow of Worcester College, Doctor of Civil Law, Fellow of the British Academy, barrister, Honorary Q.C. and Honorary Bencher of the Inner Temple. He is also standing consultant on English law to Ang & Partners, Singapore; Honorary Professor, International Maritime Law Institute of the IMO, Malta; Titular Member of the Comité Maritime International; and Supporting Member of the LMAA.

He has held visiting professorships at the University of Auckland, Otago University, University of Sydney, University of Melbourne, Monash University, National University of Singapore (NUS), Singapore Management University and the University of Hong Kong.

He was the writer of Bowstead and Reynolds on Agency between 1968 and 2013, the writer (with Sir Guenter Treitel) of Carver on Bills of Lading, and a contributor to Benjamin's Sale of Goods, Chitty on Contracts and English Private Law. He was the Editor of the Law Quarterly Review from 1987 to 2013.

Professor Reynolds is an old friend of the NUS Law Faculty, having taught here on many occasions since the 1980s. He was named our first David Marshall Professor of Law in 1997 and has contributed significantly to the development of our common law curriculum. He was also the Law Faculty’s Kwa Geok Choo Distinguished Visitor in August 2017 and has taught generations of law students, leading legal practitioners and judges over the course of his career.

Seminar Dates & Venue

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<tr>
<th>Date</th>
<th>Time</th>
<th>Venue</th>
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<tr>
<td>30 August 2019 (Friday)</td>
<td>4:00pm to 6:30pm</td>
<td>Lee Sheridan Conference Room</td>
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<tr>
<td>06 September 2019 (Friday)</td>
<td></td>
<td>Eu Tong Sen Building Level 1</td>
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<td>09 September 2019 Monday)</td>
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<td>NUS Law (Bukit Timah Campus)</td>
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There will be light refreshments provided for participants at each session.
Registration Fees

FEES (inclusive of course materials): S$250.00 (S$267.50 with 7% GST) for each Seminar.

‘NUS LAW ALUMNI’ DISCOUNT
10% discount is given to NUS Law Alumni; this is applicable to individual who is applying for 1 or 2 seminars only.

‘THREE SEMINARS’ DISCOUNT
Participants who register for all three seminars will enjoy a 10% discount.

‘MULTIPLE REGISTRATION’ DISCOUNT
3 participants from the same organization register at the same time – 10% discount; 
4 or more participants from the same organization register at the same time – 15% discount

Please click here to register: For enquiries, you may contact Mr Chris Chan at rescle@nus.edu.sg.

Please note that the final payable amount will be confirmed through a separate email, with payment instructions.

Register NOW – seats are limited!

Terms & Conditions

(a) Registration closes on 19 August 2019, Monday (5.00pm), or when all seats are filled.
(b) The registration fee is due and payable upon registration.
(c) Payment must be made by the closing date stated. Registration will only be confirmed upon receipt of full payment. A confirmation email will be sent to the registered email address.
(d) NUS Law reserves the right to refuse to register or admit any participant, and to cancel or postpone the course.
(e) If you are unable to attend, a substitute participant is welcomed, provided that NUS Law is notified in writing (rescle@nus.edu.sg) of the name and particulars of the substitute participant at least 3 working days before the commencement of the course.
(f) There will be no refund of the course fees unless the course provider cancels the programme.

*CPD Scheme (for Singapore Practitioners & S36B Foreign Lawyers)

Participants who wish to obtain CPD Points must comply strictly with the Attendance Policy set out in the CPD Guidelines. For this activity, participants are reminded to sign in on arrival and sign out at the conclusion of each day of the event in the manner required by the organiser. Participants must not be absent from each day of the event for more than 15 minutes. Participants may obtain 2.5 Public CPD Points for each day of the event on which they comply strictly with the Attendance Policy. Participants who do not comply with the Attendance Policy on any particular day of the event will not be able to obtain CPD Points for that day. Please refer to www.sileCPDcentre.sg for more information.