

## BOOK REVIEWS

THE LAW OF CONTRACT IN MALAYSIA AND SINGAPORE: CASES AND COMMENTARY. By DATO' Visu SINNADURAI, (2nd Edition). [Singapore: 1987. Iiii + 847 pp. Hardcover: S\$ 152.00 ]

THE first edition of this book was certainly a major addition to local jurisprudence. It is likely to remain so with this new edition. The developments in contract law over the eight years since the book was first published have meant the incorporation of more material, both primary materials as well as comments.

The reviewers of the first edition noted that the book is well planned and constructed and these views still stand in the new edition. Its structure and presentation is traditional and one is pleased to see that every attempt has been made to retain a fairly big sized print for the case extracts despite the overall size of the work. After all, the cases are meant to be read without the use of a magnifying glass, a fact which seems to have been forgotten by some publishers in the interests of economy.

The value of the book is greater to those who deal with matters concerning Malaysian contract law and that is quite rightly emphasized by the author as the Malaysian Contracts Act 1950 has attracted a large number of judicial decisions but not much academic writing in terms of doctrinal analysis, apart from the lengthy Indian works. The mere exercise of organising the case law and presenting it in the way that the author has done is already of substantial value to contract scholars and practitioners in the country. As for the law in Singapore, it must be noted that the aim appears to be the modest one of including judicial decisions from Singapore courts and not to deal comprehensively with the rules of contract here, otherwise it would have to cover the English law of contract as well. To a certain extent the work does take into account English law but this is restricted, by and large, to the commentaries. It is certainly beneficial to be reminded of the local cases applying English legal doctrine with varying degrees of success.

Whilst not detracting from the value of the work at all in a substantial way, one may perhaps point out a few matters which may be worth noting. First, the topic of formalities appears to be absent. It may be suggested that this is one area of law which is fairly "localised" in the sense that the requirements of formalities in contracts tend to be imposed by statute. Second, it reduces the value of the book as a comparative work to have only some and not all the provisions of the Contracts Act printed at the appropriate places. Thirdly, perhaps more attention should be paid to the major pieces of local legislation, at least by reference. For instance, there is no mention of the Frustrated Contracts Act in Singapore (now Cap. 115, 1985 [Rev. Ed.]) which is admittedly *in pan materia* with the English Act.

In terms of organisation, it is odd that the section on interpretation of contracts is placed in "Formation." It deals with the interpretation of terms which must, *ex hypothesi*, assume the existence of a contract. The subject might be better put in the section on "Terms" (Chapter Four). The parol evidence rule may be discussed together with it rather than be located at a different part of the book (see pp. 46 & 157). The select bibliography at the beginning of the book may be more helpful to readers if it had been inserted into the text at the appropriate places. As it is, one is unsure of the context in which it may be helpful.

From the standpoint of substance, it may be noted that there are some rather curious comments about codification on page 14. The author remarks that "The fact that the Contracts Act does not deal with every aspect of the law of contract also indicates that the Act was not intended to be a code." But it is surely not a necessary condition for the existence of a code that it must be exhaustive. In this connection it is relevant to note the remarks of the Privy Council in *P.P. v Yuvaraj*.<sup>1</sup> After reiterating the primacy of the Malaysian Evidence Act as a code Lord Diplock went on to say that:

".. no enactment can be fully comprehensive. It takes its place in the general corpus of the law. It is intended to be construed by lawyers, and upon matters about which it is silent or fails to be explicit it is to be presumed that it was not the intention of the legislature to depart from well established principles of law."

Such a principle is necessary for the proper functioning of a code, indeed any legislation. An Act may still be a code even if it is not exhaustive.

There is also hardly any discussion on the position in Singapore as to the age of majority for entering into contracts. While the Malaysian legislature has been concerned about the issue, Singapore law appears to be happy to leave the situation in some uncertainty. One might have expected discussion generally on matters where Singapore law may conceivably differ from English law.

The chapter on Remedies does not, perhaps regrettably, use the language of expectation loss, reliance loss or restitution loss, terms which are gradually being recognised in English law and which have no doubt contributed to a greater understanding of the doctrines underlying the award of damages. In summary, this is an excellent book which contract lawyers in Malaysia and Singapore should have on their shelves.

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<sup>1</sup> [1969]2M.L.J. 89.