

COMMERCIAL LAW OF SINGAPORE. By WALTER C.M. WOON.
[Cambridge: Woodhead-Faulkner. 1986. xxv + 301 pp.
Hardcover: £45]

MR. Walter Woon's book on the *Commercial Law of Singapore* certainly provides pleasant and profitable reading. It not only covers the "core" commercial law subjects but also connected areas such as corporate finance and securities regulations, trade marks and taxation. Additionally, one also gets free advice on matters such as doing business in Singapore researching Singapore law and selecting bibliography.

Unfortunately, however, Mr. Woon has chosen to act like a traveller going on a long holiday with a small suitcase. This begs the question as to why one has to carry a small suitcase in the first place. Necessary or useful items which would inevitably be required during the long holiday would have to be left out; and this has happened to his book. Most books of this nature contain references to case law. More reference to case law would have added lustre and glamour to the contents.

Mr Woon has also been unfortunate in that several important statutes were enacted in 1986 and 1987, roughly coinciding with the printing and publishing of the book. Among them are the Supreme Court of Judicature (Amendment) Act, 1986, the Subordinate Courts (Amendment) Act, 1986, the Legal Profession (Amendment) Act, 1986, the Criminal Procedure (Amendment) Act 1986, the Securities Industry Act, 1986, the Futures Trading Act, 1986, the Insurance (Amendment) Act, 1987. Thus, certain Chapters in the book on topics relating to these new laws will have to be read subject to the new provisions.

However, the book's attractiveness and value remain mainly intact. One is particularly attracted to certain observations made by Mr. Woon and which undoubtedly should be of general interest to all readers. The first observation is contained in Chapter 1 of the book. Mr. Woon rightly points out that the lack of digests and citations make researching Singapore law a particularly trying experience and this is a factor responsible for continued dependence upon English authorities. Perhaps one should also add that the continued dependence upon English authorities is partly due to the lack of enthusiasm of some judges in writing judgments (especially in the past). Many cases may involve interesting and novel points of law but where no appeal is lodged, the grounds of decision may not be given.

Other observations which deserve comment relate to the reception of English law in Singapore. In referring to section 5 of the Civil Law Act, Mr. Woon distinguishes the "teleportation" approach from the "reception" approach and regards the "reception" approach as the correct one. One can agree that the "reception" approach is the popular one, but what is the correct approach in a particular case may well depend on what are the "issues" of law involved. Mr. Woon also has some doubts (Chapter 5) as to the applicability of some recent English legislation to Singapore such as the Unfair Contract Terms Act, 1977, the Supply of Goods and Services Act 1982, and the Unsolicited Goods and Services Act, 1971. He also rightly points out that the last mentioned legislation contains penal provisions.

The lack of case law in the book has led to some extent to a sketchy treatment of important points of law mentioned in the book. But one has to be fair to Mr. Woon as his obvious intention was to state the general principles of the law as the book was meant for the "intelligent layman". However, the intelligent layman who reads such books is often a "desperate layman" searching for an answer to a existing legal problem. For example, a businessman may want to know about the legal effect of crossing a cheque "account payee" - a very popular crossing, and may well feel disappointed to find that it has been dealt with in the book in two short sentences. Another example may be taken from the chapter on Insurance. Here again, in dealing with general principles, the differences between life insurance and general insurance could have been brought out. In the real world, these two divisions generally denote different businesses and different occupations. Thus, a life insurance man would be somewhat shaken to read a general statement that the assignment of an insurance policy could be affected by lack of insurable interest. That statement is arguably true for general insurance but in life insurance it is accepted law that insurable interest is only relevant at the time the policy was taken and hence the question of insurable interest does not arise on assignment at a later time.

The above comments must not be regarded as diminishing the value of the book to the general reader who wishes to have a good bird's eye view of Singapore commercial law. It is also the first book of its kind in the local scene which covers such a wide range of subjects relating to commercial law. It is to be hoped that in his forthcoming legal travels in writing the second edition of this book Mr. Woon will be carrying a larger suitcase.