

THE LAW OF GUARANTEES IN SINGAPORE AND MALAYSIA. BY LOW KEE YANG.
[Singapore: Butterworths. 1992. xxxix + 308 pp (including index). Hardcover:
S\$160.00]

THIS book is less than one inch thick, hardcover notwithstanding. This, however, is more of a strength than of weakness as it makes the thought of reading it less prohibitive. In fact, it is literally possible to read the book from cover to cover within a few days. This is by no means an indictment of the work for the readability of the book must be credited to the author's simple and precise style. The author has managed to pack into the eight chapters of the book a sufficiently broad and lucid exposition of the law on guarantees. Although the primary focus of the book is on Singapore and Malaysian law, the author freely makes references to case law from other jurisdictions whenever they are helpful to the discussion. Apart from English cases, the book also makes references to decisions of Indian, Australian, New Zealand and even Canadian courts. The law stated is as at 1 February 1992, which makes the work relatively up-to-date.

Chapter 1 introduces the uninitiated to the sources of suretyship law in Singapore and Malaysia. The principles of continuing and cut-off reception of English law are explained here. Chapter 2 highlights the legal characteristics of a contract of guarantee, particularly the collateral nature of the surety's liability. Chapter 3 deals with the legal requirements involved in the formation of a contract, with particular

emphasis on any special requirements in the case of a guarantee. Chapter 4 goes one step further to deal with the formalities, if any, involved in the formation of a contract of guarantee. Chapter 5 then considers the important subject of the nature and extent of the surety's liability, and issues pertaining to the enforcement of the guarantee. Chapter 6 expands the discussion in Chapter 5 to deal with the instances when a surety is discharged from his liability. The rights of the surety are discussed in Chapter 7. Finally, Chapter 8 concludes the main part of the book with some closing comments on miscellaneous aspects of the law on guarantees.

Although the book is based on the author's doctoral thesis, the author attempts to make it relevant to the legal practitioner by referring to sample clauses wherever necessary. The author has even included as Appendix A to the book, a sample joint and several guarantee. Extracts from some of the relevant statutes are also included in the other appendices to the book for the reader's easy reference. To assist in the understanding of the concept of contribution between sureties, Appendix G contains two numerical examples on how contribution between two sureties is computed.

This book is a welcome addition to the pool of legal literature on Singapore and Malaysian law. Readers will certainly appreciate the author's readiness, where the law is unclear, to venture his own reasoned opinion as to the direction the law ought to take. In this respect, the book helps to shed more light on the less illuminated areas in this field of the law. The book is certainly a good place to start for those seeking guidance on the law on guarantees in Singapore and Malaysia.

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