

CONSTRUCTION LAW IN SINGAPORE AND MALAYSIA (SECOND EDITION) BY NIGEL ROBINSON, ANTHONY LAVERS, GEORGE TAN & RAYMOND CHAN [Butterworths Asia, 1996, lxxviii + 610 pp (including index). Hardcover: S\$ 226.60]

THE purpose of this book, as stated in the Preface as well as the blurb on the back cover, is to provide a text which offers to explain the law and practice in light of local condition, *ie*, local standard forms of contract, legislation and case law. This purpose is sought to be effected through the constant reference to the various standard terms which are used in both Singapore and Malaysia, along with cross-references, where applicable, to English standard terms. There is also extensive coverage of statutory rules relevant to the construction industry. Common law rules in related areas like tort are also covered where they are applicable. Of course, the most interesting part is a digest of cases which the learned authors feel would complement the main part of the book.

The book is divided into three main parts. The first, which forms the bulk of the book, deals with various aspects of construction law. The second and third parts comprise digests of local and commonwealth construction law cases respectively.

Chapter 1 provides a very helpful introduction into the area of law. It deals with the various sources of construction law as well as going on to explore the various standard forms of contract used in Singapore and Malaysia. This section shows how the various standard forms have developed and evolved as well as how they are inter-related. Chapter 2 goes on to explain the scope of construction work. Chapters 3 and 4 deal with the common law rules and statutory provisions respectively affecting the content of construction contracts. Chapter 5 is important in that it provides an extensive coverage of the various statutory controls of building work, whether it arise out of legislation or subsidiary legislation.

Chapters 6 to 8 provide for the liabilities of the various parties involved in any construction work, from liability for design to liability for proper supervision to the rights and obligations of contractors. Chapter 9 covers the various devices for risk management from insurance cover to guarantees and bonds.

Chapter 10 deals with remedies available to the various parties to the construction

works. Chapter 11 deals with limitation, both in terms of liability as well as of time. Chapters 12 to 14 deal with various aspects of performance of the contract peculiar to construction law. Chapter 15 deals with the schemes of payment to be made as well as certification relating when such rights arise. Chapter 16 goes on to deal with the various principles of set-off applicable.

Chapters 17 to 20 deal with situations where disputes arise. Chapter 17 deals with premature termination of performance of the contract while Chapter 18 deals with the concept and effectiveness of retention of title clauses. Chapter 19 deals with the issues which arise in the event of insolvency and the rights of the parties *inter se* as well as *vis-à-vis* the liquidator. Chapter 20 deals with arbitration as a means of resolving disputes which may arise in the course of the construction work.

Construction law is shaped by and inextricably tied in with the various standard forms of contract which have been issued by various professional bodies as well as certain government bodies. It is therefore heartening that the authors have paid scrupulous and meticulous attention to the whole range of used in England, Singapore and Malaysia, without which the usefulness of this book would have been greatly diminished. One simply has to refer to the abbreviations section at the beginning of the book to see the infinite variety of standard contracts which are prevalent in the construction industry and which are given attention in the book. In addition to dealing with the various clauses as and when they merit discussion in the main text of the book, the authors have also added a few useful tools for any person who makes reference to the book. For starters, there is a useful table of contract clauses, which list the various clauses with various standard forms and cross-references them to the pages where they are dealt with in the main text. In addition to this, Appendices B to E makes comparison of the various standard contracts forms as well as offers some concise analysis of these terms under convenient headings.

However, one does wonder if the learned authors might have gone one or two steps further in their efforts in providing a comprehensive review of the various standard forms used. For one thing, it might be queried if in addition to Appendix B, which deals with the comparison of clauses in standard contract forms used in Singapore and Malaysia, if it might be useful to include another appendix to deal with a comparison of the local terms with those used in the United Kingdom. This would come in handy for anyone who might be looking to some of the English cases for guidance. Another point which one might be tempted to make is whether the aim of making the standard forms accessible to the uninitiated might be served by reproducing the standard forms of contract themselves, along with certain pertinent commentary and cross-references to similar clauses in other standard forms, both local and foreign. References in this commentary to sections of the main text, where they are dealt with or analysed would also be useful. This would provide another starting point for anyone who might be doing some getting up on a particular term.

One thing which intimidates the uninitiated in construction law, other than the maze of standard forms, is the variety of different types of contracts within the purview of this area of the law. Pursuant to the aim of clarification, the authors have also included, in Appendix A, a summary of the terminology used. This should prove a useful primer of some of the jargon which may be bandied around in this area of practice. The digest of cases found in Parts 2 and 3 are also useful in that one has collected together the digests of nearly three hundred cases. However, such a convenient digest of cases should not tempt one to rely entirely on the digests for the authors themselves admit that it is not intended to be exhaustive. The main purpose of this digest is only to supplement the main text in particular aspects of

interest.

All things considered, one has to congratulate the authors for their laudable efforts in bringing us a comprehensive book on local construction law. Not only have they covered the various general legal principles relevant in construction contracts, they have also done an excellent job in juxtaposing these with the various standard forms in use to show clearly the relationship between the common law rules and the standard terms. Of course, those who are well acquainted with the various areas of common law relevant to construction law might point out that these particular areas could have been dealt with in greater detail, but one has to bear in mind that in a book such as this, the main thrust is not to deal with each and every area in comprehensive depth but to bring in related concepts where relevant and demonstrate their interaction with the standard forms, while keeping a watchful eye on a comprehensive survey of the principles peculiar to construction law. With that in mind, this book commends itself to any student or practitioner.

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