

BUILDING CONTRACT LAW IN SINGAPORE BY EDWIN LEE PENG KHOON
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(including index). Hardcover: S\$185.00 Paperback: S\$70.00]

This is not the first book on building contract law in Singapore as it follows two other books which cover almost the same ground. *The Law Relating to Building Contracts: Cases & Materials* (1980) by Chow Kok Fong is the first book while *Construction Law in Singapore and Malaysia* by Nigel Robinson *et al* is the other book. Apart from books, there is also volume 2 of *Halsbury's Laws of Singapore* which states the law on building contract in Singapore. However, the attraction of the book under review is its clear and concise form.

The book has 15 chapters with the opening six chapters devoted to the general principles of contract law while the next eight chapters are on the essential features found in a building contract and the last chapter indicates the author's attempt at completeness by introducing negligence which appears to interweave into the problems arising from a building contract. While the author has been quick to use Singapore cases where the opportunity presented itself, there is still a substantial reliance on Commonwealth cases, although not necessarily English cases. This is reflective of the lack of a critical mass in the number of Singapore construction cases.

The most celebrated Singapore building contract case must be *Tropicon Contractors Pte Ltd v Lojan Properties Pte Ltd* [1989] 3 MLJ 216 (HC), [1991] 2 MLJ 70 (CA) as it was the first case that interpreted the "new" SIA Conditions of Contract as drafted by Duncan Wallace QC which significantly departed from the "old" SIA Conditions of Contract that was based on the RIBA/JCT form. This case appears in several places in the book but is highlighted at pages 103-104 for the new SIA Conditions'

concept on temporary finality accorded to the prescribed architect's certificates.

A building contract law book will inevitably have two main target audience groups, namely, the professionals in the construction industry and the construction lawyers. With this, comes a varied expectation of what should be in the book, making the task of the author rather unenviable. The author, a lawyer himself, has obviously chosen to address the issues in the book to the former group in simple and concise language including the use of end notes. The lawyer reading the book may not be accustomed to the approach and may want more details, qualifications and perhaps further clarification and greater accuracy. Most of all, the lawyer will miss the foot notes.

A Hudson and a Keating, the book is not. However, it does provide a quick reference to basic principles without touching on intricate points although it must be quickly added that more than 400 cases have been cited in the book. The author should be congratulated on accepting the challenge to write the book in its present form.

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