

Building Contract Law in Singapore (2nd ed.) BY EDWIN LEE PENG KHOON
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While there may be no fixed rule governing when another edition of a book should make its appearance, an astute author would indicate what the new edition offers. Thus, a word from the author would have been most welcomed.

The second edition comes two years after the first edition and has an additional chapter but the number of pages has gone down from 247 to 222. The reason for the reduction appeared to be two fold, namely, the reduction in the font size of the text and the reformatting of the layout. The new chapter comes in the form of Chapter 7 “The Contracts (Rights of Third Parties) Act 2001” with nine sections in six pages. In the renumbered Chapter 8 “Certificates”, a new section is added, namely, Section 8.3 “Role of the Certifier”.

There are about three dozen post-first edition cases added to the Table of Cases. Two of them are rather important cases. The first case is the decision of the Court of Appeal in *M.C.S.T. No. 473 v. De Beers Jewellery Pte. Ltd.* [2002] 2 S.L.R. 1, which

changed the law on recovery of payments made by mistake. The rule against recovery of a sum paid under a mistake of law was abrogated by the Court of Appeal thereby overruling the case of *Serangoon Garden Estate v. Chye Marian* [1959] M.L.J. 113 which concerns such a payment in the construction industry.

The second case is also from the Court of Appeal, *Hiap Hong & Co. Pte. Ltd. v. Hong Huat Development Co. Pte. Ltd.* [2001] 2 S.L.R. 458. This case examined the three-way relationship between the owner/developer, the contractor and the certifier. The Court of Appeal laid down a very important principle that “[w]hile an architect under such a contract is the employer’s agent, in the exercise of his functions requiring skill and judgment, he must act fairly and professionally and neither party should seek to unfairly or unduly influence him in the discharge of those functions.”

In deciding to bring out a new edition, an author may be influenced by two things. The first is the time element and the second is the change element. As law books may become outdated, sometimes very quickly, an author has to decide whether, after the passage of a short span of time after the earlier edition, a new edition should be published, especially if there is a significant change in the law. In short the author must decide whether a new edition is justified. If the book is affordable, a frequent update of significant changes would be of great service to the consumers of the book. To this end, the market will bear testimony as to whether this new edition is justified.

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