

FULL CONTRACTUAL CAPACITY: USE OF AGE FOR CONFERMENT OF CAPACITY

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The *Singapore Civil Law (Amendment) Act*, effective 1 March 2009, lowered the age of full contractual capacity from 21 to 18 with the sole aim of encouraging entrepreneurship among the young. This article examines if currently available scientific evidence and practical considerations indicate: (i) whether there is utility in using an age-based criterion for conferring full contractual capacity and thus denying legal protection in contracting in light of the need to balance protection of minors in contracting against encouraging youthful entrepreneurship; (ii) even if useful, whether full contractual capacity should be conferred from age 18 in the Singapore context; and (iii) if extra measures ought to have accompanied the lowering of the age of full contractual capacity to mitigate potential problems affecting consumer-minors and entrepreneur-minors who are now deprived of previously available legal protection under contract law.

I. INTRODUCTION

Singapore law on the protection of minors' contracts underwent an important change with the coming into force of the *Singapore Civil Law (Amendment) Act 2009*¹ [CLAA] on 1 March 2009.² In substance, the CLAA decoupled the age of full contractual capacity from the common law age of majority (currently 21 years) and lowered it to 18 years³ for most contracts.⁴ This removes the legal protection under

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¹ No. 7 of 2009.

² See *Civil Law (Amendment) Act (Commencement) Notification 2009*.

³ S. 35(1) of the *Civil Law Act* (Cap. 43, 1999 Rev. Ed. Sing.) [CLA] as amended by s. 6 of the CLAA provides that "... as from the appointed day, a contract entered into by a minor who has attained the age of 18 years shall have effect as if he were of full age."

⁴ S. 35(4) of the CLA lists contracts to which s. 35(1) does not apply as follows:

- (a) any contract for the sale, purchase, mortgage, assignment or settlement of any land, other than a contract for a lease of land not exceeding 3 years;
- (b) any contract for the lease of land for more than 3 years;
- (c) any contract whereby the minor's beneficial interest under a trust is sold or otherwise transferred to another person, or pledged as a collateral for any purpose; and

contract law previously available to minors⁵ aged 18 to 20 years when they enter into contracts. In doing so, the *CLAA*⁶ aims to remove any prejudice against contracting with minors of this age group and facilitate their entry into business. The *CLAA* further empowers a minor to litigate in his own name from the age of 18 in relation to legal actions arising from contracts he enters into or business activities he engages in.⁷ Consequential amendments to certain other statutes⁸ were made, enabling a minor from age 18 to, amongst others, draw or indorse bills of exchange,⁹ act as a company director¹⁰ or as a manager of a limited liability partnership.¹¹ The *CLAA* applies to contracts entered into from 1 March 2009.¹²

Notably, the *CLAA* does not distinguish between contracts entered into for the pursuit of business and consumer contracts.¹³ Legal protection is denied once a minor attains 18 years of age even when such a minor, lacking in entrepreneurial instincts or aspirations, enters into a purely consumer contract.

Three questions are considered in this paper: first, is there utility in the *CLAA*'s continued use of an age-based criterion for conferring full contractual capacity and thus denying legal protection in contracting? Specifically, does it aid in balancing the countervailing aims of protection of minors in contracting and of encouraging youthful entrepreneurship? Second, even if useful, should full contractual capacity be conferred at age 18 in Singapore? Finally, should extra measures have accompanied the lowering of the age of full contractual capacity to address problematic ramifications affecting (i) consumer-minors; and (ii) entrepreneur-minors who no longer enjoy the legal protection that they once did?

II. BACKGROUND

A person of full contractual capacity is legally bound to perform his obligations under a contract and is liable to be sued for a breach of any contractual undertaking. Any

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- (d) any contract for the settlement of —
- (i) any legal proceedings or action in respect of which the minor is, pursuant to any written law, considered to be a person under disability because of his age; or
 - (ii) any claim from which any such legal proceedings or action may arise.

⁵ “Minors” refer to persons below 21 years.

⁶ See Sing., Ministry of Finance and Ministry of Law, *Consultation Paper On The Draft Civil Law (Amendment) Bill 2008 (to lower the age of contractual capacity from 21 years to 18 years)*, (19 September 2008) online: Ministry of Law <<http://app2.mlaw.gov.sg/LinkClick.aspx?fileticket=ozUc9RPwNGM%3D&tabid=204>> [*Consultation Paper On The Draft CLAA Bill 2008*].

⁷ S. 36 of the *CLA* read with the Schedule.

⁸ *Conveyancing and Law of Property Act* (Cap. 61, 1994 Rev. Ed. Sing.), s. 40(1); *Employment Act* (Cap. 91, 1996 Rev. Ed. Sing.), s. 12; *Limitation Act* (Cap. 163, 1996 Rev. Ed. Sing.), s. 2(2); *Settled Estates Act* (Cap. 293, 1985 Rev. Ed. Sing.), ss. 2 and 16(2); *Bills of Exchange Act* (Cap. 23, 2004 Rev. Ed. Sing.), s. 22(3) [*Bills of Exchange Act*]; *Companies Act* (Cap. 50, 2006 Rev. Ed. Sing.), s. 145 [*Companies Act*]; and *Limited Liability Partnerships Act* (Cap. 163A, 2006 Rev. Ed. Sing.), s. 23 [*Limited Liability Partnerships Act*].

⁹ S. 22(3) of the *Bills of Exchange Act*.

¹⁰ S. 145 of the *Companies Act*.

¹¹ S. 23 of the *Limited Liability Partnerships Act*.

¹² S. 35(1) read with s. 35(8) of the *CLA*.

¹³ See *supra* note 6 at para. 10: “10. As the ability to make contracts extends over a wide range of matters, it is not possible to draft the legislation specific to contracts for business purposes only; business needs could also potentially be extensive.”

legal system would recognize that certain sections of society require more protection in entering into contracts. Young persons,¹⁴ the group of concern in this article, are believed to lack both experience in matters of commerce and the maturity to exercise considered judgment when entering into contracts. However, young persons do need to enter into contracts to meet their particular requirements like food or employment. The law thus has to balance the aim of protecting young persons against the consideration of not wanting to unduly obstruct young persons' entry into such contracts. The English common law,¹⁵ which Singapore law tracks,¹⁶ tries to achieve these twin aims by regarding certain young persons as not having contractual capacity. The corollary is that persons without contractual capacity are protected as they cannot be sued by the other party¹⁷ to the contract even when they are in breach. Case law and statutory exceptions to the rule have been created to safeguard other concerns: the interests of parties who have dealt fairly with a young person and the certainty of contract. This is to prevent *bona fide* traders from being placed, unfairly, in a vulnerable position and be deterred from contracting with 'protected' young persons; the latter raising obstacles to young persons' need to contract.

The current common law approach is to accord contractual capacity based on age. Many jurisdictions in the world have adopted 18 years for this purpose—examples in this region include Malaysia, Hong Kong and Australia¹⁸ while examples further afield are the UK¹⁹ and most states in the US.²⁰

In Singapore, prior to the *CLAA*, contractual capacity was accorded from age 21. In 1993, it was held in *Rai Bahadur Singh and Another v. Bank of India*²¹ that the age of full contractual capacity in Singapore was 21. Karthigesu J. explained that there was no statutory law in Singapore then which provided for the age of contractual capacity for entering into a "banking or a commercial or a mercantile transaction" and held that the English common law provision on the age of majority applied; it having been permanently received into Singapore by the *Second Charter of Justice 1826*.²²

¹⁴ 'Young person(s)' is used in the layperson's sense throughout this article and *not* as defined in the *Children and Young Persons Act* (Cap. 38, 2001 Rev. Ed. Sing.) [*Children and Young Persons Act*].

¹⁵ For English common law on minors' contracts, see generally Hugh G. Beale, ed., *Chitty on Contracts*, 30th ed. (London: Sweet & Maxwell, 2008) c. 8 at paras. 8-002 to 8-067.

¹⁶ For Singapore law on minors' contracts compared with the English and Malaysian positions, see generally Andrew Phang, ed., *Cheshire, Fifoot & Furmston's Law of Contract*, 1st Singapore and Malaysian ed. (Singapore: Butterworths Asia, 1998) c. 14 at 744-765.

¹⁷ The adult party.

¹⁸ See *Malaysia Age of Majority Act 1971*, s. 2 read with s. 4; and *Hong Kong Age of Majority (Related Provisions) Ordinance 1990*, Cap. 410, s. 2 read with ss. 3 and 4. For Australia: see *Age of Majority Act 1977* (Vic.), s. 3, *Age of Majority Act* (W.A.), s. 5, *Age of Majority Act 1973* (Tas.), s. 3, *Age of Majority Act 1974* (A.C.T.), s. 5, *Age of Majority Act 1974* (N.T.), s. 4, *Minors (Property and Contracts) Act 1970* (N.S.W.), s. 9, and *Age of Majority Act 1974* (Qld.), s. 5(2). In most countries, the age of full contractual capacity is linked to the age of majority. An example where it is not so linked is New Zealand: the age of majority is 20 (see *Age of Majority Act* (N.Z.), 1970/137) but the age of full contractual capacity is 18 (see *Minors' Contracts Act* (N.Z.) 1969/41, s. 2(1) [NZMCA]). Singapore is another example by virtue of the *CLAA*.

¹⁹ See *Family Law Reform Act 1969* (U.K.), 1969, c. 46, s. 1.

²⁰ See "Age Of Majority — Minors" online: USLegal Inc <<http://lawdigest.uslegal.com/minors/age-of-majority/>> and Richard A. Lord, ed., *Williston on Contracts*, 4th ed. (New York: Lawyers Co-operative Pub. Co., 1990) c. 9. at § 9.5.

²¹ [1993] 1 S.L.R. 634 (H.C.). The High Court decision was subsequently affirmed by the Court of Appeal: see [1994] 1 S.L.R. 328 at paras. 8-9 (C.A.).

²² *Ibid.* at para. 43.

As to how 21 came to be the age of contractual capacity in the English common law, Karthigesu J. provided some insight when he made reference²³ to Barrett-Lennard J.'s dicta in the Privy Council decision of *Seng Djit Hin v. Nagurdas Purshotumdas & Co.*:²⁴

... the enacted or unenacted law with reference to the general capacity of the parties to a contract is not, and never was, a portion of the law merchant. It is part of the law of status, distinctly municipal in complexion, and, as a matter of history, formed part of the learning of the common law judges centuries before they accorded any recognitions (sic) to the customs of the mercantile community. *In truth our law of status is feudal in origin, and is much more closely connected with the tenure of land, military service, and the valuable rights incident to marriage and wardship, than with contracts of a mercantile nature.* [emphasis added]

According to historical record,²⁵ the general age of majority was 15 in Britain and Northern Europe in the ninth, tenth and eleventh centuries, based on a young person's ability to bear arms. By the time of the *Magna Carta*, it was raised to 21 for the English upper classes who served as knights, probably made necessary by the need to wield heavier implements of war (*e.g.*, chain mail, suit of armour and a lance or sword as weapon) and the greater incidence of fighting on horseback. More time to develop brawn was necessary. Over the centuries, the age of majority of the upper classes was adopted as the age of majority (and contractual capacity) for all. This bit of historical insight naturally raises questions of relevance between age 21 and the ability to exercise mature judgment in entering into contracts, and whether prevailing social requirements, such as a practical need for young persons to contract independently, point to 21 as the appropriate age for contractual capacity.

In 1967, these questions were considered in the UK,²⁶ and subsequently by some other jurisdictions sharing in the same common law legacy—Australia, New Zealand and Hong Kong to name a few—when each considered reform of their respective law on minors' contracts. These jurisdictions eventually lowered the age of contractual capacity to 18²⁷ to suit their prevailing social needs.²⁸

Singapore has not followed in the footsteps of these jurisdictions until recently. The main impetus to do so was solely to encourage entrepreneurship amongst the young rather than a desire for holistic reform of the law on minors' contracts. As stated in the Consultation Paper²⁹ and reiterated by then Senior Minister of State for Law Associate Professor Ho Peng Kee:

Over the years, the Pro-Enterprise Panel has received feedback that the legal barriers preventing young people from starting and conducting a business should be removed. The Government agrees that the current laws place unnecessary

²³ *Ibid.* at para. 41.

²⁴ [1923] A.C. 444 (P.C.), (1919) 14 S.S.L.R. 181 at 205 (C.A.).

²⁵ U.K., H.C., "Report of the Committee on the Age of Majority" Cmnd 3342 in *Sessional Papers* (1967-1968) ("Latey Report 1967") at 20-22, paras. 36-41. See also James, "The Age of Majority" (1950) 4 *Am. J. Legal Hist.* 22 at 24-25.

²⁶ Latey Report 1967, *ibid.*, at 39-42, paras 124-134, and at 75-77, paras. 277-281.

²⁷ In jurisdictions which did not delink the age of majority from the age of contractual capacity, the age of majority was similarly lowered to 18.

²⁸ For the U.K., see *supra* note 19; for Australia, New Zealand and Hong Kong, see *supra* note 18.

²⁹ *Consultation Paper On The Draft CLAA Bill 2008*, *supra* note 6 at para. 1.

restriction on young people wishing to undertake business, and should be revised as part of the broader efforts to support an entrepreneurial society.³⁰

Several questions are apparent.

Generally, one wonders why the Singapore government chose to tinker with the age of contractual capacity for such a limited purpose rather than consider holistic reform. As things stand, the current law on minors' contracts is fragmented and unsatisfactory in a number of respects. For example, it involves strained and difficult categorisation of minors' contracts as "contracts for necessities"³¹ or "voidable contracts",³² and there are unsettled questions as to whether the basis for liability of a minor for necessities rests on the fact that he has consented to the transaction or that he has been supplied.³³

The main focus of this paper however will be on the three questions stated earlier and briefly explained below:

1. Is an age-based criterion useful?
Is it the most optimal means for balancing the countervailing aims of protecting young persons in contracting and of encouraging youthful entrepreneurship? Barring the very young, age may not be the best gauge of the truly vulnerable in consumer or business contracting. Denying legal protection at any age may leave vulnerable minors above that age unprotected while unduly shackling savvy entrepreneurial minors below it.
2. If useful, is it appropriate to accord full contractual capacity and thus deny legal protection from age 18?
The concern is whether the *majority* of Singaporean minors, aged 18 to 20, would have attained sufficient maturity of judgment and relevant experience and knowledge to enter into consumer or business contracts without the need for legal protection.
3. Finally, should extra measures be taken?
An age-based criterion for contractual capacity is a blunt instrument. Vulnerable consumer-minors above the chosen cut-off age are left unprotected as are entrepreneur-minors above the cut-off who lack knowledge and experience in business dealings. Extra measures are needful to address these concerns when the cut-off age for protection is lowered.

To obtain guidance on these questions, the author looked to existing scientific findings and practical perspectives as informed by available local statistical data, laws and anecdotal evidence.

³⁰ Sing., *Parliamentary Debates*, vol. 85 (19 January 2009) (Professor Ho Peng Kee).

³¹ Apart from difficulties in determining what are "necessaries", suppliers to minors are also burdened with proving that goods or services supplied were necessities at the time the contract is entered into — information which may not be within their knowledge: see *Nash v. Inman* [1908] 2 K.B. 1 (C.A.) [*Nash v. Inman*].

³² The category of "voidable contracts" is supposed to cover contracts involving interest in property of a permanent nature and recurring obligations. Curiously, it has been held not to include a hire purchase contract for a car: *Mercantile Union Guarantee Corp Ltd v. Ball* [1937] 2 K.B. 498 (C.A.).

³³ See conflicting dicta of Fletcher Moulton L.J. and Buckley L.J. in *Nash v. Inman*, *supra* note 31 at 8 and 12 respectively.

III. THE SCIENTIFIC PERSPECTIVE

A. *Some Caveats*

Social psychologists have emphasised the importance of verifying assumptions made by laws³⁴ using age as a convenient means to justify treating young persons (adolescents³⁵ in particular) differently from adults.³⁶ These assumptions pertain to their level of maturity and ability to act in their own best interests in decision-making.

Existing empirical research on maturity of judgment in decision-making *comparing adolescents with adults* have tended to focus on competence in the making of decisions regarding medical treatment (for abortion, use of prophylactics, chronic or mental illness), and delinquent, anti-social or high risk behaviour (such as shoplifting, reckless driving, drug use, alcoholism, smoking, or deceiving one's employer).³⁷ Yet social scientists and psychologists agree that the competence to make a decision in one context cannot be generalised to decisions in other contexts.³⁸ More recently, a study by Steinberg, Cauffman, Woolard, Graham & Banich (2009)³⁹ ('Steinberg *et al.* (2009)') led to the conclusion that different decision contexts may require the drawing of different legal age boundaries between those who should be treated as adults and those who should not because of the different demands for "adult-like" maturity inherent in each context.⁴⁰

³⁴ See Laurence Steinberg & Elizabeth Cauffman, "Maturity of Judgment in Adolescence: Psychosocial Factors in Adolescent Decision Making" (1996) 20(3) *Law & Hum. Behav.* 249 ('Steinberg and Cauffman (1996)'); and Elizabeth S. Scott, N. Dickon Reppucci & Jennifer L. Woolard, "Evaluating Adolescent Decision Making in Legal Contexts" (1996) 19(3) *Law & Hum. Behav.*, 221.

³⁵ Adolescents are teenagers who have attained puberty but not yet fully mature — typically 13 to 19 year olds: online: <www.dictionary.reference.com>.

³⁶ Apart from special treatment in the area of contracting, see also the special treatment under the juvenile justice system for children (defined as "below 14 years") and young persons (defined as "above 14 years and below 16 years"): Section 2 and Part 'III of the *Children and Young Persons Act*, *supra* note 14.

³⁷ For examples, see Scott, Reppucci & Woolard, *supra* note 34 at 232-234 (studies mentioned therein) and at 235-239 (authors' suggestions for future research). For further examples, see also Elizabeth Cauffman & Laurence Steinberg, "(Im)maturity of Judgment in Adolescence: Why Adolescents May Be Less Culpable Than Adults" (2000) 18(6) *Behavioral Sciences and the Law* 741 (anti-social decision making) ('Cauffman and Steinberg (2000)'); Kathryn L. Modecki, "Addressing Gaps in the Maturity of Judgment Literature: Age Differences and Delinquency" (2008) 32(1) *Law & Hum. Behav.* 78 (delinquency) ('Modecki (2008)'); and Laurence Steinberg *et al.*, "Are Adolescents Less Mature than Adults? Minors' Access to Abortion, the Juvenile Death Penalty, and the Alleged APA 'Flip-Flop'" (2009) 64(7) *American Psychologist* 583 (juvenile's capacity to stand trial) ('Steinberg *et al.* (2009)'). At the time of writing, the author has yet to come across any such empirical research in the specific contexts of consumer or business decision-making.

³⁸ See Scott, Reppucci, & Woolard, *supra* note 34 at 225 and 239; and Bonnie L. Halpern-Felsher & Elizabeth Cauffman, "Costs and benefits of a decision: Decision-making competence in adolescents and adults" (2001) 22 *Applied Developmental Psychology* 257 at 268. Furthermore, the existing studies involve US participants, not Singapore residents.

³⁹ Steinberg *et al.*, *supra* note 37 at 586.

⁴⁰ Steinberg *et al.*, *ibid.*, defended the American Psychologists Association's ('APA') apparently contradictory positions in their amicus curiae briefs to the U.S. Supreme Court on the psychological maturity of adolescents to make decisions on abortion (*Hodgson v. Minnesota*, 497 U.S. 417 (1990) (S.C.)), and to be held morally responsible for their crimes so as to be eligible for the death penalty (*Roper v. Simmons*, 125 S. Ct. 1183 (2005)). On the one hand, the APA took the stance (based on extant research in 1987 and 1989) that by age 14 to 15, adolescents are similar to adults in the ability to think and reason logically about moral dilemmas, interpersonal relationships and problems, and to understand

The caveats caution against drawing straightforward conclusions from these studies on what is suitable for the Singapore context, especially as to the appropriate cut-off age. Nonetheless, they provide useful insights into the correlation between age and maturity of judgment, and some areas that require local investigation or need to be considered pertaining to the questions raised in this article.

B. *The Scientific Findings*

Studies indicate that factors affecting maturity of judgment in decision-making consist of *cognitive* factors such as the capacity to think, reason and understand, and *psychosocial (non-cognitive)* factors such as emotion, impulsiveness and social influence.⁴¹ Mature judgments result from the interaction between cognitive and psychosocial factors. A deficiency in any factor in either category will impair the decision-making process. Steinberg & Cauffman (1996) categorised psychosocial factors broadly as falling within the following three dispositions:

- (1) [R]esponsibility (*i.e.*, healthy autonomy, self-reliance, and clarity of identity);
- (2) temperance (*i.e.*, the ability to limit impulsivity, avoid extremes in decision making, and to evaluate a situation thoroughly before acting, including seeking the advice of others when appropriate); and
- (3) perspective (*i.e.*, being able to acknowledge the complexity of a situation and to frame a specific decision within a larger context).⁴²

While studies on *cognitive* development (the most recent by Steinberg *et al.* (2009) included empirical tests for both cognitive and psychosocial development⁴³) indicate that by age 16, there is little difference in an adolescent's ability to think, reason and understand compared to an adult,⁴⁴ Cauffman and Steinberg (2000)'s landmark study on *psychosocial* development indicates that the psychosocial factors of perspective and temperance are still developing between ages 16 and 19.⁴⁵

Modecki (2008),⁴⁶ who expanded upon and filled the gaps⁴⁷ in Cauffman and Steinberg (2000)'s study, concluded that by 18, the psychosocial factors of

laws and social norms thus justifying a lesser need for those adolescents to involve their parents in the decision to terminate a pregnancy. On the other hand, the APA presented scientific evidence in 2004 that adolescents under age 18 lack the maturity to be held fully responsible for their crimes and thus the age of eligibility for the death penalty should be raised from 16 to 18. The empirical study undertaken by Steinberg *et al.*, *ibid.* provides support for the APA's differing stands.

⁴¹ Scott, Reppucci & Woolard, *supra* note 34.

⁴² Steinberg & Cauffman, *supra* note 34 at 252.

⁴³ Steinberg *et al.*, *supra* note 37 at 585.

⁴⁴ See Steinberg *et al.*, *supra* note 37 at 586 and 592. See also Cauffman & Steinberg, *supra* note 37 at 744 where studies on *cognitive* development are referred to.

⁴⁵ Cauffman & Steinberg, *supra* note 37 at 756. The study focused on the anti-social decision-making context. Specific ways in which adolescents' psychosocial functioning are impaired are indicated at 759: "they score lower on measures of self-reliance and other aspects of personal responsibility, they have more difficulty seeing things in long-term perspective, they are less likely to look at things from the perspective of others, and they have more difficulty restraining their aggressive impulses".

⁴⁶ Modecki, *supra* note 37 at 89.

⁴⁷ The gaps identified by Modecki are: (i) previous studies only compared adolescents to college students or the age range compared was only up to 18; (ii) no measure was taken of actual criminal involvement of the participants surveyed; and (iii) only two of the previous studies actually considered maturity of judgment in juvenile delinquents. See *supra* note 37 at 79.

responsibility and perspective would have been fully developed but *emotional temperance* continues to develop until the *late twenties*.⁴⁸ Modecki's conclusion appears to be corroborated somewhat by Steinberg *et al.* (2009)'s study which found that at age 18, adolescents are still significantly less psychosocially developed compared to adults in their mid-twenties.⁴⁹

The *psychological* findings are supported by the results of initial *physiological* research into brain maturation. The latter indicate that the parts of the brain involved in goal-directed behaviours, processing of emotions and processing of decisions may not be fully developed until the *early*⁵⁰ or *mid-twenties*.⁵¹

Steinberg *et al.* (2009) also suggested that it may be reasonable to assign different legal age boundaries in two broad decision contexts. The first context refers to decisions made in circumstances where there is room for reflection and deliberation, where advice from experienced adults or experts are available and emotional or social influences are either minimized or mitigated.⁵² Such circumstances may prevail naturally or may be introduced by laws.⁵³ The second context refers to decisions typically made impulsively under emotional and social influence and where opportunity for consultation with a more experienced adult or expert is either not encouraged or unavailable.⁵⁴ It was proposed that a legal age boundary at 16 may be reasonable in respect of decisions in the first context and at least 18 for decisions in the second context.

Notably, Cauffman and Steinberg (2000)⁵⁵ and Modecki (2008)⁵⁶ concluded that maturity of judgment, rather than age alone, is a better predictor of antisocial decision-making and delinquency respectively. Even though age-related differences may be

⁴⁸ Modecki found that adolescents (14-17) were more lacking in the psychosocial factors of responsibility and perspective than those 18 and above in a survey sample of participants aged 14 to 40. But while college students (18-21) were not found to be less mature in judgment compared to those 22 and above, adults (28-40) exhibited a higher degree of temperance than all who are younger.

⁴⁹ Steinberg *et al.*, *supra* note 37 at 592. The study was conducted to determine the maturity of adolescents relative to adults in order to draw conclusions on the criminal blameworthiness of adolescents.

⁵⁰ See Modecki, *supra* note 37 at 79-80 for studies referred under the heading of "Physiological Research".

⁵¹ See Laurence Steinberg, "A social neuroscience perspective on adolescent risk-taking" (2008) 28(1) *Developmental Review* 78, which also suggests that physiological changes in the brain occur during adolescence until the mid-twenties, resulting in greater propensity towards risky and reckless behaviour particularly during mid-adolescence.

⁵² Examples are decisions for undergoing medical treatment, pursuit of legal matters and participation as subjects of research studies where advice and guidance by medical or legal practitioners, or research investigators are available or mandated by law: see Steinberg *et al.*, *supra* note 37 at 592.

⁵³ For example, in some states in the U.S., laws either forbid an abortion to be carried out until the person seeking an abortion has been counselled by the abortion provider or mandate a 24-hour waiting period between receipt of counselling and the time when abortion can be carried out: see Steinberg *et al.*, *ibid.* at 586.

⁵⁴ Examples are decisions by adolescents involving the commission of most crimes, purchase of alcohol and tobacco, risky driving and having unprotected sex: see Steinberg *et al.*, *ibid.* at 593.

⁵⁵ See Cauffman & Steinberg, *supra* note 37 at 758: "the age differences observed...are appreciable enough to warrant drawing a legal age distinction... [but] may not, however, be consistent enough, since significant numbers of adolescents exhibit high enough levels of maturity of judgment to outperform less mature adults. Individuals differ considerably in the timing of the development of psychosocial maturity, making it difficult to define a chronological boundary between immaturity and maturity."

⁵⁶ See Modecki, *supra* note 37 at 89: "...the current study found that for adolescents, college students, young-adults, and adults, maturity of judgment predicted total delinquency above and beyond age, gender, race, education level, SES, and antisocial decision making".

appreciable enough to justify legal distinctions being made on the basis of age,⁵⁷ legal policies that draw bright-line distinctions on the basis of age *alone* are likely to be inadequate.⁵⁸

How should the above review of socio-psychological and physiological findings inform the three questions raised?

C. *Is an Age-Based Criterion Useful?*

Maturity of judgment is an important factor behind paternalistic legal policies governing minors' contracts. The scientific evidence, insofar as it demonstrates that there are appreciable age-related differences in maturity of judgment, lends some support for the use of an age-based criterion. However, the scientific evidence also indicates that age *alone* is not the best gauge of whether a good or bad decision will be made. Rather it is the maturity of judgment of the *individual* that is the more accurate predictor and there are significant differences in the rates of development of any given individual. Thus, an age-based criterion though useful should not be the *sole* or *blanket* criterion for this purpose. Otherwise, there may be instances where developmentally immature consumers-minors are deprived of protection while minors with sufficient maturity of judgment are obstructed in their entrepreneurial aspirations.

A nuanced use of age taking into account individual differences in the rates of development of maturity of judgment would achieve a better balance between the countervailing goals already mentioned. Some of such approaches that have been taken or recommended by other jurisdictions will be highlighted later.⁵⁹

D. *Is 18 the Appropriate Age for Full Contractual Capacity?*

Ideally, local empirical studies should be conducted to verify the maturity in decision-making, knowledge and savvy of the majority of minors aged 18 to 20 in entering into consumer or business contracts. In the absence of local studies, the author proposes to use Steinberg *et al.* (2009)'s study as a springboard for discussion as it, at least, recommended age boundaries for *broad* decision contexts, rather than specific contexts of decision-making.

Notably, Steinberg *et al.* (2009) recommended an age boundary where full cognitive development is achieved when the decision context is attended by greater reflection and deliberation with the benefit of an experienced adult or expert's advice; and an age boundary where, at least, most aspects of psychosocial development

⁵⁷ See Cauffman & Steinberg, *supra* note 37 at 757: "The significant numbers of psychosocially mature and immature adolescents suggest that it is important to consider individual differences, rather than simply age, when assessing decision-making ability or maturity of judgment among adolescents. Nevertheless, it does appear as if the average adolescent is less responsible, more myopic, and less temperate than the average adult. Sometimes developmental stereotypes turn out to be true." See also Modecki, *supra* note 37 at 89.

⁵⁸ *Ibid.* at 759: "The irony of employing a developmental perspective in the analysis of transfer policy [on trying and sentencing a juvenile as an adult] is that the exercise reveals the inherent inadequacy of policies that draw bright-line distinctions between adolescence and adulthood. Indeed, ...[the] variability among adolescents of a given chronological age is the rule, not the exception."

⁵⁹ See *infra* notes 69 to 71 and accompanying text.

(responsibility and perspective) are achieved in the decision context characterized by impulse, social and emotional influence unmitigated by an expert or experienced adult's advice. In the latter situation, it was suggested that measures not imposed on adults such as added restraints or protection should be used to deal with the adolescents' relative immaturity.⁶⁰

Intuitively, one might say that, without legal (or extra legal) intervention and regulation,⁶¹ there is a *greater likelihood* that minors may make everyday consumer contracts on impulse, under emotional and social influence, without being mitigated by consultation with a more experienced adult or expert. In contrast, there is a *greater likelihood* that consumer purchases of big-ticket items, at least for the less affluent minor, and business contracts may be attended by greater reflection and deliberation and with the benefit of consultation with an experienced adult or expert. However, such conclusions, even if supported by empirical evidence, do not point to a straightforward response in the law.

First, it may not be feasible to draw different legal age boundaries for consumer and business contracts.⁶² For example, it is difficult to decide if a contract for the purchase of a coffee maker for use by one's employees is a consumer or a business contract. Practically and for ease of legal administration, the same cut-off age would have to be adopted without making fine distinctions between consumer and business contracts, whether large or small.

Second, even if empirical studies on local subjects should establish that most would have achieved full cognitive development by say 16, that alone may not be reason enough to confer full contractual capacity at 16 for the entry of minors into *business or big-ticket consumer* contracts. Unanswered questions remain: would the majority of minors in Singapore at 16 or even 18 have sufficient exposure to these types of transacting and relevant laws to exercise *cognitive* judgment? In the absence of legal or extra legal intervention and regulation, would *all* of these contracts be entered into with deliberation and consultation, and without the influence of impulse, emotion or social influence? The existing scientific studies, though not on local subjects, do warn of the possibility that most aspects of *psychosocial* development may only be achieved at 18 and that full development of emotional temperance may only occur in the twenties.

Although most minors, at or from 16, would lack the resources to engage in these transactions, the cost of an unwise entry (which shall be elaborated later) warrants greater scrutiny before withdrawing legal protection from age 16 or perhaps even 18. Local empirical research on these unanswered questions including the age(s) of cognitive and psychosocial development are needed to enable the choice of not merely a sensible legal age boundary but also a consideration of what measures, legal or extra legal, should accompany any chosen age. Added protection may still be needed to address the relative inexperience and lack of exposure of the entrepreneur-minor. Certainly, protection may be needed for those who may not have achieved the level

⁶⁰ Steinberg *et al.*, *supra* note 37 at 593.

⁶¹ For example, the introduction of 'cooling-off periods' by the *Consumer Protection (Fair Trading) Act* (Cap. 52A, 2009 Rev. Ed. Sing.) [*Consumer Protection (Fair Trading) Act*] in respect of "direct sales" and "time-share" contracts, and "time-share" related contracts: see s. 11 of the main Act and see also the *Consumer Protection (Fair Trading) (Cancellation of Contracts) Regulations 2009*.

⁶² This was alluded to in the *Consultation Paper On The Draft CLAA Bill 2008*, *supra* note 6.

of cognitive or psychosocial development of the majority at the chosen age given the differing rates of development of any individual.

Third, if empirical research on local subjects indicate that most would have attained full cognitive development and most aspects of psychosocial development by say 18, that together with practical realities may be reason enough to confer full contractual capacity at 18 for the entry of minors into *everyday consumer* contracts. Practically, minors already enter into such contracts for food, clothing and entertainment. With shopping being a favorite Singaporean past-time, perhaps those aged 18 and above may have sufficient exposure to such transactions to exercise *cognitive* judgment. Nevertheless, it would be useful to have local empirical evidence on whether the majority of 18 to 20 year olds are conversant with the *caveat emptor* principle and their consumer rights. It would also be useful to establish whether the majority in this age group is financially independent, for the parents of a financially dependent minor will ultimately bear the burden of the minor's folly. Though not legally liable, parents are unlikely to stand aside and watch their offspring get into financial or legal trouble. Given the differing rates of individual development, there is also concern for minors who are not *psychosocially* (and perhaps cognitively) as mature as the majority at 18. Such practical and scientific insights would aid in deciding on the need for and form of added protection, legal or extra legal, to complement a lowering of the age of contractual capacity to 18.

The above discussion indicates that any decision to lower the age of full contractual capacity or choice of an age boundary requires a careful consideration of not just scientific evidence on maturity of judgment of local subjects but a review of the practical factors (raised above and in Part IV) as well. Otherwise, a definite conclusion as to an appropriate age is difficult.

E. *Should Extra Measures Have Been Taken?*

The preceding discussion demonstrates that legal or extra-legal measures to address individual differences in development of maturity of judgment of the consumer- or entrepreneur-minor and other possible problems specific to the former or latter, may well be necessary to complement a lowering of the age of contractual capacity.

IV. THE PRACTICAL PERSPECTIVE

A. *Is an Age-Based Criterion Useful?*

As is evident, the other important factor that undergirds the paternalistic approach to minors' contracts relates to the knowledge and experience of the contracting party. Undeniably, more experience in consumer or commercial transacting enables one to better foresee or contemplate potential problems and attendant risks in any contract. Little or no experience leaves one more vulnerable. This holds regardless age.

To the extent that the ability to contemplate potential contractual risks has to do with the avoidance of civil or criminal⁶³ liability and knowledge and understanding

⁶³ For an example of criminal liability incurred in ignorance of the law: a minor who sells pre-packaged food which do not meet the stringent labelling requirements under the *Sale of Food Act* (Cap. 283, 2002 Rev. Ed. Sing.), s. 16, may be convicted under s. 20 of the same Act.

of one's legal (commercial or consumer) rights, there is the problem of laypersons' ignorance of the law, *regardless of age*. An illuminating article published in 1981 described this phenomenon to be exhibited by, ironically, not just laypersons but also by the police, lawyers and judges in the UK then.⁶⁴ Ignorance of the law is likely to be prevalent in present day Singapore although at a lesser degree given the more educated populace in general and the greater stress on continuing education for law enforcers⁶⁵ and legal professionals.⁶⁶

Ignorance of the law is problematic because ignorance of the law is no excuse. Generally, ignorance of the law cannot be pleaded as a defence against civil or criminal liability and the legal consequences that follow, for example, the liability to pay damages for breach of contract or the liability to be punished for a crime.⁶⁷ Although there is academic opinion that this legal maxim may be limited in application in regard to criminal liability aside from strict liability crimes, its application to civil liability has not been opposed⁶⁸ and remains to be contended with.

It appears then that the perils of contracting may plague all who lack experience and knowledge, young or old, and calls into question the relevance of age as a criterion for conferment of legal protection for minors' contracts.

However, obvious counter-arguments exist. Scientific studies referred to earlier have confirmed the utility of age, though not as a sole or blanket criterion to differentiate between those who are likely to be better able to exercise judgment in contracting from those who are not. It is also undeniable that with age come more opportunities for attainment of the relevant experience and knowledge, consumer or business. An age-based criterion is a cheap and convenient method by which the law can be administered—adult traders or credit institutions can easily verify whether the young person is one whom they should contract with. This would prevent an unnecessary deluge of disputes before the courts. The question is whether the arbitrariness of the criterion, given the differing rates of development of maturity of judgment in decision-making, will outweigh the benefits of economy and convenience.

As mentioned, the answer lies in not using age in a broad-brush manner in withdrawing or conferring legal protection. One can look to New Zealand which has deliberately departed from the English common law approach in 1969 and has vested discretion in the courts to determine, on a case-by-case basis, the availability or otherwise of legal protection for a young person's contract. A cut-off age is still pivotal in the default treatments of such contracts.

Life insurance contracts entered into by those who have attained 16 years of age, and contracts of service by all below 18 are enforceable subject to the court's discretion to grant relief upon a challenge by the party below 18 years of age.⁶⁹ If the

⁶⁴ Michael P. Furmston, "Ignorance of the law" (1981) 1 L.S.37.

⁶⁵ For example, Singapore's Temasek Polytechnic offers continuing legal education for law enforcement personnel: see courses under the heading of "Security and Safety Management", Singapore, Temasek Polytechnic, online: <<http://www.tp.edu.sg/home/pdc/parttime.htm>>.

⁶⁶ The Singapore Academy of Law provides continuing legal education for the legal profession: online: <<http://www.sal.org.sg/default.aspx>>.

⁶⁷ However, there is no general legal presumption that every person knows the law. See reference to *Ryan v. State* 30 S. E. 678 (1898) (S. Ct. Georgia) in the Notes of Cases on "Ignorance of the law" (1898) 4(6) The Virginia Law Register 397 which sets out these propositions.

⁶⁸ See Paul Matthews, "Ignorance of the law is no excuse?" (1983) 3 L.S. 174.

⁶⁹ S. 5 read with s. 2(1) of the *NZMCA*.

court finds, at the time the contract was entered into, either “(a) The consideration for a minor’s promise or act was so inadequate as to be unconscionable; or (b) Any provision of any such contract imposing an obligation on any party thereto who was a minor was harsh or oppressive”, the court may “cancel the contract, or decline to enforce the contract against the minor, or declare that the contract is unenforceable against the minor, whether in whole or in part, and in any case may make such order as to compensation or restitution of property. . .as it thinks just”.⁷⁰

Conversely, other contracts entered into by those below 18 are generally unenforceable subject to the court’s discretion to grant relief at the application of the other party.⁷¹ Application may be made on the basis that the contract was fair and reasonable at the time it was entered into. If the court is so satisfied, it

shall not be obliged to make any order but it may in its discretion—(i) Enforce the contract against the minor; (ii) Declare that the contract is binding on the minor, whether in whole or in part; (iii) Make such order entitling the other parties to the contract, on such conditions as the Court thinks just, to cancel the contract; (iv) Make such order as to compensation or restitution of property. . .as it thinks just.⁷²

If, however, the contract is found not to be fair and reasonable, the court “shall not be obliged to make any order but it may in its discretion—(i) Cancel the contract; (ii) Make such order entitling the minor, on such conditions as the Court thinks just, to cancel the contract; (iii) Make such order as to compensation or restitution of property. . .as it thinks just.”⁷³

Fears of opening the floodgates to challenges that may overtax already burdened courts under the New Zealand provisions have proven to be unfounded. In the forty over years since the implementation of reform, only two applications have been made.⁷⁴

Another example is the radical suggestion advanced by the Law Reform Commission of Western Australia (‘LRCWA’) in 1988.⁷⁵ Broadly, the LRCWA proposed that regardless of age, it should be a general principle that any contract with a minor should be enforceable by and against the minor.⁷⁶ An important premise for the proposition is that protection for the minor is available under existing law: for example, vitiating factors of contract such as misrepresentation, undue influence and unconscionability, and consumer protection statutes. The LRCWA recommended that added protection for a minor, beyond those available under the existing law, should take the form of discretion vested in the court to grant relief, upon the application of the minor, if the

⁷⁰ S. 5(2) of the *NZMCA*. A minor is “a person who has not attained the age of 18”: s. 2(1) of the *NZMCA*.

⁷¹ S. 6 read with s. 2(1) of the *NZMCA*.

⁷² S. 6(2)(a) of the *NZMCA*.

⁷³ S. 6(2)(b) of the *NZMCA*.

⁷⁴ Under s. 6 of the *NZMCA*: see *Morrow & Benjamin Ltd v. Whittington* [1989] 3 N.Z.L.R. 122 (H.C.) [*Morrow & Benjamin*] and *Wine Country Credit Union v. Kerry Charles Rayner and Anor.* [2008] N.Z.H.C. 101 (11 February 2008)) [*Wine Country*]. See also Allan J.’s comment in *Wine Country*, at paras. 21 and 36, where he reiterates Thorp J.’s observations in *Morrow & Benjamin*, at 124, that the “[reformed] Act has proved a more effective and sufficient guide than seemed probable on first reading”.

⁷⁵ Austl., Western Australia, Law Reform Commission of Western Australia, *Project No 25 — Part II Minors’ Contracts* (Western Australia: Law Reform Commission of Western Australia, 1988). [*LRCWA Report 1988*].

⁷⁶ For details, see *ibid.* at Chapters 5-7.

court was satisfied that the contract is prejudicial to the minor. Here, a cut-off age is used for the purpose of conferring added protection on a case-by-case basis over and above the protection afforded by existing contract and consumer laws.

Between the two, New Zealand's approach is more conservative⁷⁷ and may be preferred for the following reasons. First, the LRWCA's proposal effectively places the burden on the minor, no matter how young, to initiate an application to court to challenge the enforceability of contracts entered into. This may not be a realistic burden to place on the young, not to mention the very young, who may not have sufficient knowledge or confidence to initiate such applications unless advice and support is available from a more experienced adult or expert. Second, the premise that undergirds the LRCWA's recommended approach may not hold in Singapore. Singapore consumer protection laws are not as robust as those of Australia.⁷⁸ It is well known that Singapore takes a piecemeal approach to consumer protection and its *Consumer Protection (Fair Trading) Act*⁷⁹ is arguably still lacking as a force for deterrence of unfair trade practices as it provides only civil remedies for aggrieved consumers, the scope of which remains unclear.⁸⁰

As for contract law in Singapore, although the vitiating factors of misrepresentation and undue influence are relatively well-developed, other vitiating factors such as unconscionability and economic duress are still in a fledgling state or in a state of doctrinal uncertainty.⁸¹

⁷⁷ The LRCWA's recommendations remain current but no action has been taken to implement the proposed reforms: see online: The Law Reform Commission of Western Australia <<http://www.lrc.justice.wa.gov.au/025-2o.html>>.

⁷⁸ Unlike Singapore, most Australia consumer laws are found in a comprehensive statute, the *Trade Practices Act 1974* (Cth.), which provides, amongst others, for an Australian Competition and Consumer Commission, whose functions include conducting research into matters affecting consumer interests (s. 28(1)(c)) and disseminating general information of this nature and educating consumers on their rights (s. 28(1)(d) & (e)). Unlike Singapore's *Consumer Protection (Fair Trading) Act*, *supra* note 61, criminal penalties are imposed for, *e.g.*, unfair practices (Part VC) and civil pecuniary penalties for, *e.g.* unconscionable conduct (Part VI). On 17 March 2010, the *Trade Practices Amendment (Australian Consumer Law) Bill 2009*, which seeks to establish a single unified national consumer law, was passed by both houses of Parliament and is currently awaiting Royal Assent: see online: The Treasury <<http://www.treasury.gov.au/consumerlaw/content/legislation.asp>>. The Explanatory Memorandum states that the Bill aims, *inter alia*, "to amend the Trade Practices Act 1974 ... to establish and apply the Australian Consumer Law (ACL) and to introduce new penalties, enforcement of powers and consumer redress options": see Australasian Legal Information Institute, *Commonwealth of Australia Explanatory Memoranda: Trade Practices Amendment*, online: The Australasian Legal Information Institute <[http://www.austlii.edu.au/cgi-bin/sinodisp/au/legis/cth/bill_em/tpaclb2009478/memo_0.html?query=Trade%20Practices%20Amendment%20\(Australian%20Consumer%20Law\)%20Bill%202009#disp25](http://www.austlii.edu.au/cgi-bin/sinodisp/au/legis/cth/bill_em/tpaclb2009478/memo_0.html?query=Trade%20Practices%20Amendment%20(Australian%20Consumer%20Law)%20Bill%202009#disp25)>.

⁷⁹ *Supra* note 61.

⁸⁰ Wee Ling Loo & Erin Goh-Low Soen Yin, "Awards of damages under the Singapore Consumer Protection (Fair Trading) Act" (2007) 9(1) *Australian Journal of Asian Law* 66. Amendments to the *CPFTA* effective 15 April 2009 (see *Consumer Protection (Fair Trading) (Amendment) Act 2008*, No. 15 of 2008) increased its scope of protection of consumer transactions. Amongst others, the *CPFTA* now applies to financial products and financial services "regulated, or supplied by any person regulated, under ... any written law administered by the Monetary Authority of Singapore...": see s. 2 of the amending Act, the limit of claims has been raised from \$20,000 to \$30,000: see s. 3(a) of the amending Act, and the limitation period for actions has been extended from one to two years: see s. 5 of the amending Act. Nevertheless, the *CPFTA* still does not prescribe penal sanctions against errant traders.

⁸¹ *Gay Choon Ing v. Loh Sze Ti Terence Peter and Another Appeal* [2009] 2 S.L.R. 332 at paras. 112 and 114 (C.A.).

To conclude, age is a useful tool in the protection of minors' contracts given that the arbitrariness of a cut-off age can be ameliorated. Its use in like manner in New Zealand allows a better balance between protection of minors' contracts and encouragement of youthful entrepreneurship. The choice of an appropriate age boundary for Singapore should however be one that takes into account local empirical evidence of the scientific aspects of maturity of judgment and practical factors (already or to be highlighted).

B. *Is 18 the Appropriate Age of Full Contractual Capacity?*

The express motivation for lowering the age of contractual capacity to 18 in Singapore is a practical one, *i.e.* to facilitate entrepreneurship amongst young persons and to support an entrepreneurial society. This is not new. Indeed, some submissions to the UK Law Commission in 1967 called for the lowering of the age of contractual capacity to 18 in order to facilitate and promote trade.⁸² The move may also encourage independence and a sense of responsibility in those given contractual capacity.⁸³

However, are there significant numbers of 18 to 20 year olds aspiring to be entrepreneurs? Would youthful entrepreneurship inject a significant stimulus into the Singapore economy? Could problems arise? The premises behind the *CLAA* need to be examined. Certainly, a cost-benefit analysis is in order. A public consultation exercise⁸⁴ alone is insufficient.

It may be argued that lessons can be drawn from the findings and experience of other jurisdictions that have reduced the age of contractual capacity to 18. However, such vicarious lessons do not provide the most convincing basis for a similar move in Singapore.

That said, the dearth of relevant local studies compelled the author to examine studies undertaken by other jurisdictions for factors that guided them on the appropriate cut-off age. Reference is made to the extensive study undertaken by the Hong Kong Law Reform Commission ('HKLRC'),⁸⁵ and the findings of the UK's Latey Report 1967,⁸⁶ and other studies mentioned along the way.

⁸² Latey Report 1967, *supra* note 25 at 30, para. 82.

⁸³ A sentiment expressed by Mrs. Rosanna Yam Wong Yick-ming, then a member of the Hong Kong Legislative Council, quoted in Andy Ho, Shirley Yam, Daphne Cheng and Caitlin Wong "Bill to lower age of majority backed" *South China Morning Post* (17 May 1990) at 6. This sentiment is echoed, more comically, in the Latey Report 1967, *supra* note 25 at 40, para. 125, as follows: "... an important factor in coming of age is the conviction that you are now on your own, ready to stand on your own feet and take your weight off the aching corns of your parents', fully responsible for the consequences of your own actions".

⁸⁴ This was carried out by the Singapore government from 25 August to 19 September 2008.

⁸⁵ Hong Kong, The Law Reform Commission of Hong Kong Report, *Young Persons — Effects of Age in Civil Law (Topic 11)*, (Hong Kong: The Law Reform Commission of Hong Kong, 1986) online: The Law Reform Commission of Hong Kong <http://www.hkreform.gov.hk/en/docs/ryoung_e.pdf>. [*HKLRC Report 1986*].

⁸⁶ The Latey Report 1967 gave impetus to several other jurisdictions sharing in the same common law legacy to reconsider the age of contractual capacity, amongst other aspects of their law on minors' contracts: *supra* note 25 at 24, para. 53.

Jurisdictions that have undergone reform assessed the appropriate cut-off age in a practical way, taking into account factors such as:

- age at which the majority of young persons have greater need for contracting independently,⁸⁷ this being the age at which traders should not be deterred from entering into contracts with the young persons;
- public opinion on the appropriate cut-off age given that this was ultimately a social question⁸⁸ albeit with legal consequences;
- types and magnitude of contracts minors commonly engage in and for which legal protection is necessary.⁸⁹

For example, the HKLRC looked at data on the physical development of young people in Hong Kong,⁹⁰ the age at which the majority of young persons are no longer in school,⁹¹ and conducted a survey⁹² to obtain the opinions of students, commercial organisations, the legal and medical professions, religious bodies, social services and the general public on what age they felt a person should be permitted by law to enter into a binding agreement by himself to: (a) borrow money; (b) rent a flat; (c) buy a flat; and (d) buy shares, stocks or other investment commodities.

A 1960's US study⁹³ considered statistics on whether their youth had sufficient exposure to business dealings to enable considered judgment in contracting,⁹⁴ on the youths' need to contract (especially the emancipated, having attained such status with

⁸⁷ To establish this, inquiries into the school leaving age, the proportion of young persons still at school, still living with parents/guardian age, married or single at a given age were made. For an example, see Lately Report 1967, *supra* note 25 at 203 and 205.

⁸⁸ This point was raised in, for examples, Lately Report 1967, *supra* note 25 at 20, para. 34; the HKLRC Report 1986, *supra* note 85 at chapter 1, para. 1.3.2; and U.K., Law Commission, *Minors' Contracts* (Working Paper No. 81) (London: Law Commission, 1982) [*UK Law Com. Working Paper No. 81 1982*] at 6, para. 1.12.

⁸⁹ For examples, *UK Law Com. Working Paper No. 81 1982, ibid.* at 3-5, paras. 1.6-1.9; and U.K., Scottish Law Commission, *Legal capacity and responsibility of minors and pupils*, (No. 65 of 1985) (Scotland: Law Commission, 1985) at 4, para. 1.5.

⁹⁰ Data on the age at which most young persons reach psychological maturity was unavailable: HKLRC Report 1986, *supra* note 85 at chapter 1, para. 1.3.3.

⁹¹ And thus presumably working and enjoying some degree of financial independence: HKLRC Report 1986, *supra* note 85 at chapter 1, para. 1.3.4.

⁹² HKLRC Report 1986, *supra* note 84 at annexure 7, survey questions and results:

- (i) Q. (g) At what age should a person be permitted by law to enter into a binding agreement by himself to borrow money? At p 118: overall 40.4% (21) *cf.*, 24.8% (18);
- (ii) Q. (h) At what age should a person be permitted by law to enter into a binding agreement by himself to rent a flat? At p 119: overall 35.7% (21) *cf.*, 33.3% (18);
- (iii) Q. (i) At what age should a person be permitted by law to enter into a binding agreement by himself to buy a flat? At p 120: 39.6% (21) *cf.*, 27.3% (18); and
- (iv) Q. (j) At what age should a person be permitted by law to enter into a binding agreement by himself to buy shares, stocks or other investment commodities? At p 121: 37.7% (21) *cf.*, 25.5% (18).

⁹³ See Note, "Infants Contractual Disabilities: Do Modern Sociological and Economic Trends Demand a Change in the Law?" (1965) 41 *Ind. L.J.* 140 at 144-149.

⁹⁴ *Ibid.*, at 144. Statistics on population increases in cities compared to rural areas over 150 years and the resulting change in ways of life were noted. Rural-youth were found to be more exposed to contractual dealings and earlier in life, having helped manage the family's farming business, compared to the city-youth. Factors like increasingly complex commercial dealings, higher incidence of "big-ticket" transactions, and more years spent in formal schooling (and hence unexposed to the business world) were also considered.

express parental agreement or by marriage⁹⁵) and the need of society to allow young persons to contract freely. The last consideration takes into account the spending power of the modern youth and the resulting economic stimulus injected into society for the common good.

The author proposes to consider, amongst others, some of the factors mentioned above where there are available local statistics or other information (laws or anecdotal evidence) in order to consider if 18 is the appropriate age of contractual capacity in Singapore.

1. *The need for the minor to contract independently*

An emancipated minor, whether by marriage, by express agreement of parents or by his having left school and entered the working world, may need to contract independently.⁹⁶ A minor (local or foreign) undergoing education in Singapore who is living away from home may perhaps also have such need.

Demographic statistics on married minors in Singapore⁹⁷ do not reveal the actual ages at which those below 21 get married nor information on whether the majority fall within the 18 to 20 age group. Instead, statistics indicate that from 2007 to 2009, insignificant percentages of males⁹⁸ below 21 years got married (the highest percentage being 3.3% of total grooms in 2008). A higher percentage of females below 21⁹⁹ got married, the highest percentage being in 2007 at 12.5% of total brides. The statistics also indicate a slight decline in the total percentage of males (2.9% in 2009) and a more marked decline of females (9.4% in 2009) below 21 years getting married. Though there is a decline, there is a good number of minors who are married and who may need to contract independently to meet their marital responsibilities. In 2009, taking into account both civil and Muslim marriages, there were about 756 grooms and 2,452 brides below 21 years. Unfortunately, an assessment of the actual age from which most married minors would have need for independence in contracting is not possible. The available statistics only indicate a comparatively low percentage of minors getting married out of the total marriages from 2007 to 2009 with a trend of decline over the years considered.

Compulsory education is mandated from ages 7-14 for any child of Singapore citizenship born after 1 January 1996.¹⁰⁰ Thus, Singaporean minors below 15 are generally living with their parents or guardians and have little pressing need to contract in their own name. Statistics in 2010 indicate that the mean number of Singaporean and Permanent Resident non-students aged 25 to 39 years that have attained post secondary education stands at 70.3% and represents an almost 29%

⁹⁵ *Ibid.* at 147, note 42.

⁹⁶ Statistics on minors emancipated by parental consent are not available.

⁹⁷ Key Indicators on Marriages and Divorces, 2004-2009 online: Singapore Statistics <<http://www.singstat.gov.sg/stats/themes/people/marriages.pdf>>.

⁹⁸ *Ibid.* For civil marriages: in 2007, 2008 and 2009, a constant 0.6% of total grooms are below 21 years. For Muslim marriages: grooms below 21 years represented 2.4%, 2.7% and 2.3% of total grooms in 2007, 2008 and 2009 respectively.

⁹⁹ *Ibid.* For civil marriages: in 2007, 2008 and 2009 respectively, the percentage of brides below 21 years was 2.9%, 2.8% and 2.5% of total brides. For Muslim marriages: brides below 21 years represented 9.6%, 8.1% and 6.9% of total brides for 2007, 2008 and 2009.

¹⁰⁰ *Compulsory Education Act* (Cap. 51, 2001 Rev. Ed. Sing.), ss. 2 & 3 read together.

increase compared to the figure for 1999.¹⁰¹ In contrast, there has been a decrease in the number that has only attained secondary education from 30.7% in 1999 to 19.3% in 2009. This indicates a trend towards a greater proportion of citizens and permanent residents aged 13 to 17 and above remaining in formal education and not having the need for contractual capacity that normally accompanies entry into the working world. The exception could be older students who live away from home of which statistics are not available. However, it may be fair to surmise that local minors living away from home do not represent the majority in education. Even so, Singapore's policy of becoming an international education hub may mean that there could be significant numbers of foreign students requiring independence in contracting.

Singapore statistics on Resident Labour Force Participation Rates¹⁰² indicate that in 2009, only 11.8% of the 15-19 age group participated in the labour force. Accuracy in ascertaining the precise number of 20 year olds in the labour force is obscured by their being grouped with those 21-24 years (labour force participation of those aged 20-24 stood at 63.5% of resident population then).¹⁰³ The statistics only take into account Singaporeans and Permanent Residents and do not indicate if such participation is on a part-time or full-time basis. It may be that some in these age groups may not have left school but are merely working on a part-time basis.

Unlike the HKLRC,¹⁰⁴ only tentative conclusions can be ventured. Statistics on education and labour force participation rates together appear to indicate that a majority of those 19 and below are unlikely to have pressing need for independence in contracting. It is harder to conclude for those aged 20 and above.

The available statistics on marriage, education and labour force participation taken together do not show conclusively a trend towards greater need for independence in contracting from 18. Direct statistical evidence is needed for a clearer examination.

2. *The economic need of society to allow the minor to contract*

The need for economic stimulus is perhaps the main motive for lowering the age of contractual capacity to 18. In 2006, in his speech concerning enhancing economic competitiveness, then second Minister for Finance, Mr Raymond Lim, indicated that the Ministry of Finance was studying the desirability of lowering the age of contractual capacity in connection with maintaining a conducive and business friendly regulatory environment.¹⁰⁵ Given the successive economic crises Singapore

¹⁰¹ See Statistics on Literacy and Education, online: Singapore Statistics <<http://www.singstat.gov.sg/stats/charts/lit-edu.html#litB>>.

¹⁰² See Age-Sex Specific Resident Labour Force Participation Rates, online: Singapore Statistics <<http://www.singstat.gov.sg/stats/themes/economy/ess/aesa26.pdf>> at Table 2.6.

¹⁰³ *Ibid.*

¹⁰⁴ The studies in the *HKLRC Report 1986* showed almost two-thirds of young people 18 and above are no longer in school or post-school educational institutions. They were presumed to be working and financially independent to a degree. The HKLRC opined that such independent youth should be given freedom to enter into contracts (for property or otherwise) unhindered by the law meant to protect minors: *HKLRC Report 1986*, *supra* note 85 at chapter 1, para. 1.3.4 and chapter 3, para. 3.7.2.

¹⁰⁵ Raymond Lim, *Speech by Mr Raymond Lim, 2nd Minister for Finance at the Committee of Supply Debate 2006 in Parliament, 1 March 2006*, online: The Ministry of Finance Singapore <http://app.mof.gov.sg/newsroom_details.aspx?news_sid=20090930710533505291> at paras. 11-13.

has experienced since 1997, economic stimulus was seriously needed to maintain economic competitiveness and growth.

But is this a sound justification for the move? At least one member of the Singapore public has queried whether it will indeed stimulate entrepreneurial activity amongst the 18 to 20 year olds as most young men of that age group would be preoccupied with National Service.¹⁰⁶ Anecdotal evidence, however, indicates that there are teens who desire or who already run small businesses while in education.¹⁰⁷ Perhaps the *CLAA* was enacted to reflect the reality on the ground and also to prevent wily minors from using their minority to escape from business contracts at their whim.¹⁰⁸ If so, these might be valid reasons for the move. Unfortunately, data on the number of teens already in business prior to the *CLAA* or 18 to 20 year olds who registered businesses since the enactment of the *CLAA* is unavailable.¹⁰⁹

As an aside, if the sole aim is to stimulate youthful entrepreneurship, then merely lowering the age of contractual capacity to 18 does not seem to be going far enough. Thought perhaps should have been given to using an age-based criterion in like manner as New Zealand where the courts have discretion to hold a person below the chosen age bound by his business contract, at the application of the other party, if the contract is found to be fair and reasonable.¹¹⁰ A holistic re-look at the law on minors' contracts might then be necessary. For one, the New Zealand formula renders redundant the further classification of minors' contracts into contracts for necessities and the like.

3. *Contracts which minors commonly enter into and for which they need protection*

When a majority in the Hong Kong Legislative Council ('HKLC') endorsed a bill in 1990 seeking to lower the age of majority to 18 years, concerns were raised that the young may unwittingly "take on liabilities which they might live to regret"; that "[i]t is unwise to give. . . too much responsibility, too early in. . . life, because one mistake they may make can have far-reaching consequences in their future;" and that they may become victims of commercial fraud.¹¹¹

These echo the general concerns of other jurisdictions that have considered reform. One concern is that minors may unwittingly get into debt and suffer the consequences of it. Hence, the availability of commercial credit was considered by the UK in

¹⁰⁶ A news article quoted lawyer Chia Boon Teck's comment on whether "the authorities are anticipating a flood of women entrepreneurs, since most of our young men aged between 18 and 21 will be in National Service": see Tan Hui Leng, "At 18, they can sue — and be sued?" *Today (Singapore)* (26 August 2008).

¹⁰⁷ See Debbie Yong and Huang Huifen, "Giving teen entrepreneurs an early start" *The Straits Times (Singapore)* (25 January 2009) and "Payback Time" *The New Paper (Singapore)* (28 June 2010).

¹⁰⁸ A trading contract is not binding on a minor no matter how beneficial: see *Cowern v. Nield* [1912] 2 K.B. 419 (Div. Ct.).

¹⁰⁹ The author tried without success to obtain the data from various sources.

¹¹⁰ *Supra* note 71.

¹¹¹ See Andy Ho, Shirley Yam, Daphne Cheng and Caitlin Wong, "Bill to lower age of majority backed" *South China Morning Post* (17 May 1990) at 6.

1967¹¹² and 1982,¹¹³ and in Scotland in 1987.¹¹⁴ The general conclusion, barring Scotland where mail-order credit is popular among minors, is that such credit may not be available as a primary concern of lenders is the ability of the minors to repay the loans.¹¹⁵ Hence, the lack of creditworthiness of the minors itself may deter a lender from extending credit to the minor, and even if credit is extended, an adult guarantor is usually required.

The same prevails in Singapore. There is limited availability of credit to 18 to 20 year olds and issuers of such credit typically require parental or guardian consent to the credit transaction as well as their undertaking to guarantee payment of the outstanding balances.¹¹⁶ Other forms of consumer credit such as hire purchase, loans from moneylenders and pawnbrokers, even if available to the 18 to 20 year olds, are strictly regulated by statute.¹¹⁷ Hence, credit contracts may not be a source of concern.

There are fears that 18 to 20 year olds may be victimised when entering into contracts for rental of premises for accommodation or business purposes that are for a period of 3 years or less.¹¹⁸ Some may need to rent accommodation located near their schools. Certainly, those seeking to pursue businesses will need to lease business premises. It may be that longer-term contracts that require greater financial commitment will only be entered into after prior advice is sought (from parent(s) if not legal professionals). However, the lack of laws mandating that advice be sought before a lease is rendered legally binding upon the minor is a source of concern unless existing contract or consumer laws provide adequate protection.

As minors continue to lack contractual capacity to enter into contracts for the sale, purchase, mortgage, assignment or settlement of any land,¹¹⁹ these contracts are not a source of concern at least where a minor, as opposed to a body incorporated by

¹¹² Lately Report 1967, *supra* note 25 at 27, para. 70 and at 30, para. 83.

¹¹³ *UK Law Com. Working Paper No. 81 1982*, *supra* note 88 at 145–146, para. 12.13.

¹¹⁴ Scottish Law Commission, *The legal capacity of minors and pupils — experiences and attitudes to change* (Working Paper No. 110) (Scotland: Law Commission, 1987).

¹¹⁵ *Supra* notes 112 and 113.

¹¹⁶ Citibank offers the Citibank Clear Credit Card to students and full-time national servicemen *18 years and above* with a \$500 credit limit. There is no minimum income requirement but a parent/guardian must consent to the application and agree to guarantee the payment of outstanding balances for applicants below the age of 21 years. See online: Citibank Singapore <https://www.citibank.com.sg/global_docs/microsite/clearcard/index.htm> and online: Citibank Singapore <https://www.citibank.com.sg/SGGCB/APPS/portal/loadPage.do?path=/global_hm/forms/cc_clear/cc_clear_mail.htm>. Apart from Citibank, the Diners Club Cobrand S\$500 limit credit card series is available to students and full-time national servicemen *above 18 years* with the same requirements for parental/guardian consent and agreement to act as guarantor. For some examples of the Diners Club Cobrand S\$500 limit series of cards, see online: Diners Club, <<http://www.dinersclub.com.sg/en/applynow/srcard.asp>>, <http://www.dinersclub.com.sg/en/applynow/forms/app_secret_recipe.pdf>, <<http://www.dinersclub.com.sg/en/applynow/pohkim.asp>>, <http://www.dinersclub.com.sg/en/applynow/forms/app_pohkim.pdf>, <<http://www.dinersclub.com.sg/en/applynow/courts.asp>> and <http://www.dinersclub.com.sg/en/applynow/forms/app_courts.pdf>.

¹¹⁷ See the *Hire Purchase Act* (Cap. 125, 1999 Rev. Ed. Sing.), the *Moneylenders Act* (Cap. 188, 2010 Rev. Ed. Sing.) and the *Pawnbrokers Act* (Cap. 222, 1994 Rev. Ed. Sing.) respectively.

¹¹⁸ *Cf.* leases of more than 3 years: minors still lack contractual capacity to enter into contracts for such leases under s. 35(4)(b) of the *CLA*, *supra* note 4.

¹¹⁹ *CLA*, s. 35(4)(a). *Supra* note 4.

the minor, is a party to the contract. Where a contract is entered into by a body incorporated by a minor, the magnitude of value involved may mean that it will only be entered into after prior advice is sought even without compulsion of law. As such the minor may not be disadvantaged even if the corporate veil is pierced.

Statistics indicate that the majority of young people up to age 19 are not employed. Hence, only a minority of 18 to 19 year olds are deprived of legal protection previously available when entering into employment contracts, whether for full or part-time work. Further, employed 18 to 20 year olds will very likely come under the purview of the *Employment Act*¹²⁰ and receive protection under the statute.

Problems, however, may arise in other consumer or business contracts entered into by 18 to 20 year olds. For example, when the age of contractual capacity was lowered from 21 to 18 years in South Africa in 2007,¹²¹ a 20-year-old signed up for a year's worth of gym membership and committed to a monthly debit order against her bank account.¹²² She did not need her parents' consent under the new law. As reported, she felt a little pressured into signing up. Her mother complained that she now has to provide funds to meet the debit orders signed by her "legally independent, but financially dependent"¹²³ child.

Locally, some parents have raised concerns over someone as young as 18 being able to open a share trading account — there is fear of misuse of these accounts for gambling and speculation rather than for prudent investments.¹²⁴ This concern has prompted the president of the Securities Investors Association of Singapore, Mr David Gerald, to comment that investor education has become even more important.¹²⁵

Turning to the young aspiring entrepreneur, though he is unlikely to be able to secure credit contracts without being backed by a guarantor, it is questionable whether he will have the presence of mind to read the fine print or other contract terms before entering into a contract. There is certainly doubt whether he will appreciate, say, the significance of exception clauses or accelerated payment clauses that may be imposed by trade suppliers, even if he were to read the contract terms before signing. Will he be able to envisage the multitude of things that could go wrong in his business resulting in losses for which he will have to bear as a result of an enforceable exception clause?¹²⁶

Failure to envisage business risks can lead to business failure. At one extreme, business failure may be accompanied by the prospect of bankruptcy;¹²⁷ a status

¹²⁰ *Supra* note 8. A minor of 18 to 20 years is unlikely to be within the category of employees excluded from the purview of the *Employment Act*, *i.e.*, persons "employed in a managerial or an executive position" and receiving a salary exceeding S\$2,500 (excluding overtime payments, bonus payments, annual wage supplements, productivity incentive payments and any allowance however described): see s. 2(2).

¹²¹ *South Africa Age of Majority Act* as amended on 1 July 2007.

¹²² Barry McCallum, "Teenage debit orders" *The Star (South Africa)* (3 September 2007) at 9.

¹²³ The pithy phrase is borrowed from Barry McCallum's article, *ibid.*

¹²⁴ Kelvin Chow, "You can now trade at 18" *Today (Singapore)* (12 March 2009).

¹²⁵ Alvin Foo, "18-year-olds can now trade shares" *The Straits Times (Singapore)* (12 March 2009).

¹²⁶ Admittedly, exception clauses excluding business liability would usually be regulated by the *Unfair Contract Terms Act* (Cap. 396, 1994 Rev. Ed. Sing.), but ignorance of the operation of "reasonable" exception clauses in general is still a risky matter.

¹²⁷ A person can be made a bankrupt only if he is unable to repay a debt or aggregate debts amounting to \$10,000 due and payable to a creditor: see *Bankruptcy Act* (Cap. 20, 2000 Rev. Ed. Sing.), ss. 61 & 62 [*Bankruptcy Act*].

which raises barriers to future entrepreneurial aspirations (for example, restriction on the ability to act as a director of a company¹²⁸ or as manager of a limited liability partnership¹²⁹ and restriction on travel out of the country).¹³⁰ In cases where the minor's incorporated concern is liquidated while he is a director of that concern, or within three years of his ceasing to be director, and it was his conduct as director that makes him unfit to be a director or to manage a company (whether directly or indirectly), he will face a disqualification from acting as a director for up to five years.¹³¹ This also applies in similar circumstances involving a liquidated limited liability partnership of which the minor was a manager.¹³² Far from encouraging entrepreneurship, the lowering of the age of contractual capacity may become a stumbling block to the future aspirations of young entrepreneurs who prematurely embark upon business without sufficient experience and business savvy.

The problems confronting entrepreneur-minors and costs of business failure described above may equally plague adult-entrepreneurs. Similarly, adult-consumers may be unaware of their consumer rights or enter into consumer contracts on impulse. Indeed, there could be adults who are still developmentally immature. However, as already discussed, this does not mean that age boundaries are irrelevant or should not be chosen with care. Rather, the phenomena signals the need to enhance protection for consumers and entrepreneurs in general.

To summarise, there is insufficient data to provide proof of a greater need for independence in contracting from age 18. No data exists to evidence significant numbers aspiring to or who have commenced business from age 18; only anecdotal evidence is available. However, most contracts likely to be entered into by 18 to 20 year olds do not pose much concern but residual concerns remain with respect to business contracts and contracts involving larger sums or involving recurrent payments like leases of 3 years or less. Furthermore, if the majority of 18 to 20 year olds are not financially independent, their parents may have to carry the burden of their folly.

In conclusion, while it is hard to identify any practical factors necessitating a lowering of the age of contractual capacity to 18, such a move, from the practical perspective *alone*, may not be cause for alarm if measures are in place to address the potential concerns identified. On the other hand, the goal of encouraging youthful entrepreneurship may not be best achieved by merely lowering the age of contractual capacity.

C. *Should Extra Measures Have Been Taken?*

As discussed, there remain some areas of concern when the age of contractual capacity is lowered to 18 and the move should be accompanied by mitigating measures to address the problems that arise for both consumer- and entrepreneur-minors.

¹²⁸ *Companies Act*, s. 148, *supra* note 8.

¹²⁹ *Limited Liability Partnerships Act*, s. 33, *supra* note 8.

¹³⁰ *Bankruptcy Act*, ss. 116 and 131, *supra* note 127.

¹³¹ *Companies Act*, s. 149, *supra* note 8.

¹³² *Limited Liability Partnerships Act*, s. 34, *supra* note 8.

V. CONCLUSIONS AND RECOMMENDATIONS

Both the scientific and practical perspectives indicate that there is utility in the continued use of an age-based criterion for conferment or withdrawal of legal protection for minors in contracting but that a broad-brush use of age is to be eschewed in favour of a more nuanced one to achieve a better balance between protection of minors and encouragement of youthful entrepreneurship. Should an approach akin to New Zealand's be adopted, there may be need to consider holistic reform of the law on minors' contract given the differing bases for enforcement or otherwise of a minor's contract.

As to the choice of an appropriate age boundary, both the scientific and practical perspectives indicate it can be made only upon a consideration of factors for which local empirical studies are required. They include:

- the age(s) at which the majority in Singapore attain full cognitive or psychosocial development in decision-making in the context of consumer or business transacting;
- the need for independence in contracting from age 18 (by reason of marriage, emancipation or living away from home while in education or by reason of aspirations to become entrepreneurs);
- the level of exposure of 18 to 20 year old to consumer or business dealings and their knowledge and understanding of consumer rights or laws pertaining to the running of a business; and
- the financial independence or otherwise of the majority of 18 to 20 year old.

Both perspectives suggest that the lowering of the age of full contractual capacity should be complemented by mitigating measures to address problems that could arise.

For the minor-entrepreneur, a suggested measure could be to require the minor to provide confirmation of parental or guardian consent before he is allowed to register a business. This is to ensure that the minor's endeavour is known to and supported by his parent or guardian and can easily be included in the application form for registering a business.

Another suggestion is to require all parties intending to start a business for *the first time*, to pass a "business owner orientation course" at a nominal fee much like the orientation course that has to be taken by a person intending to employ a foreign domestic helper.¹³³ It can be used to alert first-time business owners on areas to be mindful of when embarking on a business, provide practical tips on prudent business contracting, as well as direct them to resources providing basic information relating to, for example, starting a business, obtaining business funding, licences or permits relevant to the business, *etc.*, as are available in the "EnterpriseOne" website.¹³⁴

¹³³ *FDW-EOP Foreign Domestic Workers Employers' Orientation Programme*, Online: <

There should not be an age limitation for this requirement in recognition of the fact that pitfalls in business may affect adults and minors alike.

As regards consumer-minors, there should be public education programmes targeted at *all* 18 to 20 year old and indeed *all* parents too to bring home the fact that minors 18 and above are now held fully accountable for their contractual obligations for most contracts. These minors should also be acquainted with consumer rights generally. The Consumer Association of Singapore already provides such a service to the general public¹³⁵ but some effort should be made to target 18 to 20 year olds in particular, given the recent change in the law.

For the benefit of all, continuing efforts to bolster consumer protection laws and protection under general contract law are imperative.

As a final note, it would appear that even if encouraging youthful entrepreneurship is the sole aim, holistic reform of the law on protection of minors' contracts may be more apposite than tinkering with the age of contractual capacity alone.

¹³⁴ See online: Enterprise One <<http://www.business.gov.sg>>.

¹³⁵ See online: Consumers Association of Singapore <<http://www.case.org.sg/>>.