THE GENERAL PRINCIPLES OF SINGAPORE LAW. By MYINT SOE. [Singapore: The Institute of Banking and Finance. 1981. xxxv+ 471 pp.]

When the Institute of Banking and Finance asked Dr. Myint Soe to write a book on the general principles of Singapore law, they were setting him labours much the same as the twelve which Eurystheus imposed on Heracles. The book, 'The General Principles of Singapore

Law', is divided into twelve chapters: Constitutional and Legal Background; The Nature and Sources of Singapore Law; The Legal System in Singapore; The Process of Litigrion; The Law of Contract; The Law of Negotiable Instruments; Wills and Intestacy; Trusts; Torts; Land Law; Some Aspects of Business Law; and Insurance. Dr. Myint Soe himself was quick to point out, in the Preface, that the "materials existing is sufficient to fill a book many times the size of this one". However, his objective was "to put into a nutshell the general principles of Singapore law", his target population being the following: primarily, students taking the Institute of Banking and Finance examinations; secondarily, "business law and commercial law students", "law students entering the University of Singapore", and "those who have studied law in other countries but feel that they require some easy means of reference as to the application of Singapore law".

One who falls into the last-mentioned class of persons can readily appreciate how useful the book is as an easy means of reference. For example, at pages 205 & 206, one is told:

> Some aspects of the common law as to frustration was modified by the Law Reform (Frustrated Contracts) Act 1943 in England. The English example was followed in the Commonwealth countries and the colonies. Accordingly Singapore has its own Frustrated Contracts Act.

At page 217, it is explained:

> The main legislation in Singapore concerning Negotiable Instruments is the Bills of Exchange Act. It is patterned on the English Bills of Exchange Act and is also similar to the Malaysian Bills of Exchange Act. The main differences between the Singapore and English legislation are....

At page 378, one is told:

> Before 1973, Singapore had the Business Names Act which was modelled on the English Registration of Business Names Act, 1916. That Act has now been replaced by the Business Registration Act, 1973.

However, the book is not beyond criticism.

First of all, the book is resplendent with printing errors. For example, at page 64, footnote 53, 'travaux preparatoires' is spelt "travaus preparatoires" whereas it was correctly spelt in the first edition which was published in 1978.

Secondly, as one peruses the book, one is attended by a feeling of 'déjà vu'. For example, concerning the Court of Appeal's power not to follow precedents from the House of Lords, Dr. Myint Soe wrote at page 41:

> The House of Lords denied this power and the then Lord Chancellor [,] Lord Hailsham [,] delivered a magisterial rebuke in somewhat pompous tones....

At page 80 of the book, 'Introduction to Legal Method' (London: Sweet & Maxwell, 1977), John Farrar wrote:

> The House of Lords, however, subsequently denied this power and Lord Hailsham delivered a magisterial rebuke. Although one might object to the pompous manner....

Admittedly, "magisterial rebuke" has such a lovely euphuistic ring about it that it is easy for one to use the same; but one could equally have used something synonymous like "pedagogical reprimand" without arousing quite so much suspicion.

Thirdly, there are some very unfortunate mistakes. For example, at pages 135 & 136, Dr. Myint Soe propounded:

> [T]here would not be an agreement as the main terms of the contract have not been settled. However, whether the terms are certain enough or vague enough is still a matter of judicial interpretation.
>
> Some illustrations may be given from the case law. In *Bushwall Properties Ltd.* v. *Vortex Properties Ltd.*... It was however held that the contract was not void for uncertainty....

The decision which Dr. Myint Soe quoted was delivered in the High Court by Oliver J., who gave judgement for the plaintiffs. What Dr. Myint Soe seems to have overlooked is that the defendants appealed; and in 1976 the Court of Appeal allowed the appeal, holding that the contract *was void* for uncertainty.

Fourthly, there are some points of law over which one humbly begs to differ. At page 68, interpreting part of section 5(1) of the Civil Law Act, he expounded: "[I]t really means that if there is any statute law of Singapore to the contrary, then English law would not be applied." It is humbly submitted that that is not what it means: the relevant part provides, "[U]nless in any case other provision is or shall be made by any law having force in Singapore"; what it really means is that if there is any statute law of Singapore *dealing with the matter,* then the English law would not be applied; for example, the English Bills of Exchange Act is not applicable here in Singapore, not because the Singapore Bills of Exchange Act Cap. 28 is *contrary* to the English Act (in fact the Singapore Act is merely a re-enactment of the English Act and therefore identical, 'mutatis mutandis') but because there is statute law of Singapore dealing with the matter.

At page 143, Dr. Myint Soe wrote:

> An offer can also be made to a definite person, to the world at large or to some definite class of persons. Thus if Jack advertises his house for sale he is making an offer to the world at large, i.e. to any member of the general public who may be interested in buying his house. The case of *Carlill* v. *Carbolic Smoke Ball Co.* is another classic example of such an offer.

Dr. Myint Soe does not seem to have made a distinction between advertisements of bilateral contracts and advertisements of unilateral contracts. If one may appeal to the authority of 'Chitty on Contracts', it is written in Volume 1, at page 44:

> *Advertisements of bilateral contracts.* Such advertisements are not often held to be offers. Thus a newspaper advertisement that the goods are for sale is not generally an offer [see: *Partridge* v. *Crittenden* [1968] 1 W.L.R. 1204].... There are probably two reasons why advertisements of bilateral contracts are not commonly regarded as offers. First, such advertisements commonly lead to further bargaining, e.g. where a house is advertised for sale. Secondly, the advertiser may legitimately wish, before becoming bound, to assure himself that the other party is able (financially or otherwise) to perform his obligations. Neither of these reasons applies in the case of a unilateral contract; and advertisements of such contracts are therefore commonly held to be offers. In the leading case of *Carlill* v. *Carbolic Smoke Ball Co. Ltd.*,. . . . This was held to be an offer....

An advertisement of a house for sale is generally an invitation to treat and *not* an offer.

Lastly, bearing in mind the target population of this book, it is not unreasonable to expect a more successful attempt at paraphrasing than is found at page 380. Section 22 of the Partnership Act, 1890 which provides:

> Where land or any heritable interest therein has become partnership property, it shall, unless the contrary intention appears, be treated as between the partners (including the representatives of a deceased partner), and also as between the heirs of a deceased partner and his executors or administrators, as personal or moveable and not real or heritable estate

is not the most perspicuous section of the Act. Dr. Myint Soe had it put this way:

> Under section 22, where land has become partnership property, it shall, unless the contrary intention appears, be treated as between the partners (including the representatives of a deceased partner), and also as between the heirs of a deceased partner [and] his executors or administrators, as personal or moveable and not real or inheritable estate.

It is humbly suggested that the section would have been more easily understood by the "average reader" (to use the words of Dr. Myint Soe) if he had explained it, perhaps, in this manner:

> Partnership property, including land, has to be sold on the dissolution of the partnership, unless the partners intend otherwise (for example, where the partnership agreement provides that even after dissolution the individuals of the partnership shall continue to hold the land as joint owners).

What is one's conclusion? To ask one man to write a book of such wide ambit is to acknowledge that man's erudition; and anyone with the temerity to criticize Dr. Myint Soe must do so with Promethean trepidation. The book does have shortcomings but, these aside, Dr. Myint Soe has done well and the book is useful to one who has studied English law and needs some "easy means of reference" to determine whether the position is different here in Singapore because of local legislation.

D.K.K. CHONG