

## Book Review

### CONTRACT LAW IN SINGAPORE: CASES, MATERIALS AND COMMENTARY<sup>1</sup>

by **Burton Ong & Benjamin Wong**

Allen SNG Kiat Peng

*LLB (National University of Singapore); Sheridan Fellow,*

*Faculty of Law, National University of Singapore.*

1 *Contract Law in Singapore: Cases, Materials and Commentary* is authored by Burton Ong and Benjamin Wong, both of whom teach contract law at the Faculty of Law, National University of Singapore. As a recent law graduate and a tutor teaching contract law alongside the authors, I am grateful that there is now a casebook on Singapore contract law.

2 Contract law is a core subject taught at all three law faculties in Singapore, typically to students in their first year of studies. Within limited time, students not only must learn the language of the law (how to read cases, extract the *ratio decidendi* and formulate legal arguments), but also simultaneously develop proficiencies in various subject areas including contract law. While my study on the subject six years ago was aided by texts such as *The Law of Contract in Singapore*<sup>2</sup> and *Contract Law in Singapore*,<sup>3</sup> the developments by the Singapore courts since then (see, for example, the decisions of *Ochroid Trading Ltd v Chua Siok Lui*<sup>4</sup> on illegality and *BOM v BOK*<sup>5</sup> on undue influence and unconscionability) mean that these texts may not be entirely adequate in the year 2020. There was thus a pressing need for an up-to-date text to facilitate student learning.

3 Seen in this context, the authors have written this book in hopes of providing learners with access to the basics of Singapore contract law (as of 2019). Divided into 11 chapters, the text provides basic coverage of the major topics within Singapore contract law. Chapters 1 and 2 deal with the formation of contract and the doctrine of consideration. Chapter

---

1 Academy Publishing, 2019.

2 Andrew Phang Boon Leong gen ed (Academy Publishing, 2012).

3 Andrew Phang & Goh Yihan, *Contract Law in Singapore* (Kluwer Law International, 2012).

4 [2018] 1 SLR 363.

5 [2019] 1 SLR 349.

3 deals with the identification, incorporation, implication, interpretation and invalidation of terms. Chapter 4 deals with the doctrine of frustration. Chapters 5 and 6 deal with the remedies for breach of contract including termination, damages, specific performance and injunctions. Chapter 7 deals with the doctrine of privity of contract. Chapters 8 to 11 deal with the vitiating factors of illegality, misrepresentation, mistake, duress, undue influence and unconscionability.

4 Each chapter is structured in the same manner which, in the authors' design, serves as an efficient means for a time-starved learner to be acquainted with Singapore contract law. Taking Chapter 3 as an illustration, the chapter first provides a brief overview of the key rules and concepts in the topic, followed by case extracts. Readers will find the case synopsis particularly useful in providing a quick overview of the key issues and facts in the case. The excerpts from the cases are well curated, striking a delicate balance of being succinct and yet comprehensive in expounding the rules and reasoning of the court. The questions section then contextualises the cases, allowing readers to reflect and test their understanding of the earlier material. The chapter then follows with a postscript discussion where the authors tie the black letter law with jurisprudence (underpinning the rules on terms are competing policies such as the need for commercial certainty, respect for party autonomy and protection of parties with weaker bargaining power), draw links across topics (judicial and statutory control of unfairly onerous exception clauses regulates substantive unfairness, while vitiating factors addresses procedural unfairness in contract formation), and highlight where the new battlegrounds may be fought (the authors consider the admissibility of extrinsic evidence such as post-contractual conduct as one such battleground). The chapter ends off by providing a list of articles as further reading.

5 Beyond academics and students, practitioners are likely to find this casebook helpful as well. Indigenous development in Singapore has meant that we have departed from English law in many aspects. The authors have compiled most of these developments in their text, providing a clear comparison using comprehensive tables between the Singapore approach with its English counterpart. Some of these notable areas include termination for breach,<sup>6</sup> mistake in equity,<sup>7</sup> illegality,<sup>8</sup> and undue influence and unconscionability.<sup>9</sup> This book thus serves as a good

---

6 See *RDC Concrete Pte Ltd v Sato Kogyo (S) Pte Ltd* [2007] 4 SLR(R) 413 and *The STX Mumbai* [2015] 5 SLR 1.

7 See *Olivine Capital Pte Ltd v Chia Chin Yan* [2014] 2 SLR 1371.

8 See *Ochroid Trading Ltd v Chua Siok Lui* [2018] 1 SLR 363.

9 See *BOM v BOK* [2019] 1 SLR 349.

starting point for any legal research undertaken by practitioners, as most landmark cases have been identified. Practitioners may also find certain points from the postscript discussion useful in supporting their cases in court.

6 Casebooks are like the galleries of history museums – while the museum may have a tremendous archive of materials, gallery space is limited. Is this book by itself sufficient for a reader to have a comprehensive understanding of Singapore contract law? In my view, it probably is not and is best seen as a companion text to the textbooks mentioned earlier.<sup>10</sup> The authors have provided a good selection of materials, covering the basics of Singapore contract law. However, I would have liked to see a short discussion on implied/express terms of good faith. This is an increasingly litigated issue in the context of contract termination, contractual performance and exercise of contractual discretion.<sup>11</sup> Perhaps there could be a short discussion in a future edition, to give learners a brief overview of the issues in this area, with the specifics left as references for further reading.

7 This book is, as Judge of Appeal Andrew Phang describes in the foreword, a “one-stop collection of original or primary materials in an important area of the law”. Students and academics teaching Singapore contract law will find this book extremely helpful for pedagogical purposes. Practitioners are likely to consider this as a convenient resource for their practices. I have no reservations recommending this as a staple text for anyone learning Singapore law.

---

10 *The Law of Contract in Singapore* (Andrew Phang Boon Leong gen ed) (Academy Publishing, 2012); Andrew Phang & Goh Yihan, *Contract Law in Singapore* (Kluwer Law International, 2012).

11 See the Court of Appeal’s synopsis on issues relating to the duty of good faith in *The One Suites Pte Ltd v Pacific Motor Credit (Pte) Ltd* [2015] 3 SLR 695 at [44].