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Singapore
When the Incredible Lawyer isn’t an Appropriate Adult

On 7 May 2010, the Law Society held an exciting event at the venerable grounds of the Singapore Cricket Club. It is interesting that the Law Society chose one of Singapore’s oldest sports clubs to host a gathering of young lawyers and law students at the launch of its “Incredible Lawyer” pro bono event.

The event adopted a lighthearted approach to promote the message of pro bono work to young lawyers and aspiring lawyers. It introduced the “Incredible Lawyer” and the message that lawyers can and do make an incredible difference when they rise beyond the exertions of their paid work and offer their services pro bono. The lighthearted approach worked and many at the launch resonated strongly with the message.

The “Incredible Lawyer” may be an innovative way to get us lawyers thinking more about doing more as lawyers. But the “Incredible Lawyer” is by no means only fictional or fictitious. A lawyer is by many counts, a super hero of sorts. He fights for his client, deals with dangers that lurk in every dark and lonely corporate corner. The super hero not only fights the big corporate battles against overwhelming odds; he fights for the small guys and small businesses too; and he fights to ensure that no one is punished for something he did not do.

In all of these fights, the Incredible Lawyer is the advocate, the helper and counsellor who comes alongside the client at the client’s hour of danger and of need.

But like all superheroes, the Incredible Lawyer does have his limitations. One such limitation surfaces unfortunately at a critical time when encouragement and reassurance are needed, when the accused is assisting the Police and his statement is recorded in the course of police investigations. This is a real problem. The Law Society has spoken about this problem on many occasions and there is need to address and redress this. However, the interests of justice require a balance to be struck between protecting the interests of the accused that he be given the full opportunity to prove his innocence and the interests of society to bring every criminal to justice. Present rules allow the advocate to come alongside his client, but not when the client’s statements are being taken.

The problem is not a new one. But it becomes more pressing when a person with intellectual disability (“PWID”) enters our Criminal Justice System. If unaccompanied at the police station he might end up admitting to offences that he did not commit, providing inaccurate information to the Police, or otherwise incriminating himself due to his inability to effectively communicate with the Investigation officer.

Such concerns led to the Attorney-General’s Chambers forming a committee tasked with exploring how a PWID’s interaction with law enforcement authorities can be improved. The committee includes representatives from the Law Society’s Criminal Practice Committee. The Law Society Pro Bono Services Office (“PBSO”) supported the committee for the recent pilot and validation of a 10-minute pen-and-paper screening tool, called the HASI (Hayes Ability Screening Index) test that can easily be used by Investigation Officers to identify a potential PWID at the start of investigations.

On 16 March 2013, the “Appropriate Adult” (“AA”) scheme was launched. This unprecedented initiative allows an AA to be present with the PWID at the recording of the Statement by the Investigating Officer.

The role of the Appropriate Adult is not to provide legal advice to the suspect/witness. His role is to act as a bridge between the Investigation Officer and the PWID to enable the PWID to communicate more effectively during the police interview. This will help ensure that the PWID does not misunderstand the questions asked or that he is not misunderstood by the Investigation Officer. This will ensure that statements recorded are reliable.

This means that the Appropriate Adult is able to play the important role of coming alongside the PWID at the time...
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his statement is being taken, a role the Incredible Lawyer is unable to play.

Ideally, an Appropriate Adult should:

1. not be a family member of the PWID being questioned by the Police;

2. have some experience in communicating with a PWID, for example, be able to paraphrase questions posed by the Police in a manner that is easily understood by the PWID, or have some basic training in this regard;

3. be available at short notice when called upon to attend at Bedok Police Division HQ.

A recruitment drive will be held to recruit Allied Healthcare Professionals (including social workers, psychologists, special education teachers, occupational therapists, psychiatrists), other professionals, active VWOs (voluntary welfare organisations), volunteers/Board members, parents, care-givers and grassroots leaders. Please encourage your friends or relatives who are trained professionals in the said categories to sign up as an Appropriate Adult because a critical mass is required for the pilot project to be launched and successfully sustained.

The Law Society PBSO will be assisting with the coordination of the recruitment drive. Look out also for an article on the HASI/Appropriate Adult scheme in an upcoming issue of the Law Gazette.

The introduction of the AA scheme cannot be more timely. It performs a role where the Incredible Lawyer could not. What is particularly gratifying is the fact that this unprecedented effort is the result of collaboration between the Law Society, the Police and the Attorney-General’s Chambers at all levels.

What an incredible initiative!

Lok Vi Ming, Senior Counsel
President
The Law Society of Singapore

Introducing the Singapore Law Gazette Awards

The Law Society will be awarding two awards for best feature article in the Singapore Law Gazette in 2013. Two awards, namely, “Best Feature Article” and “Best Feature Article by a Young Lawyer” will be awarded for the best two articles published in the “Features” section of the Singapore Law Gazette during the period July 2012 to June 2013. Articles published in the “Features” section are required to have substantive law content. The judging process will commence in June 2013 and the winners will be announced in the 4th quarter of 2013.

The Feature articles will be judged based on the following:

1. Depth of analysis, display of thought leadership and whether cited in a judgment (30% weightage);

2. Depth of research (30% weightage);

3. Writing style (20% weightage); and

4. Votes by members (20% weightage).

We welcome article contributions to the Singapore Law Gazette. Apart from the opportunity to share your views on an area of law of interest to you and the satisfaction of seeing your name in print, you might stand a chance to win the coveted award as well. If you are interested in contributing an article to the Singapore Law Gazette, please contact Publications Director, Sharmaine Lau, at publications@lawsoc.org.sg

* “Best Feature Article” by a Singaporean or PR above 35 years of age at the time of submission of the article, and who is a practising member, former member, member of the Judiciary/AGC/government body, law academic, or in-house counsel. Articles written jointly by two or more persons qualify as well.

“Best Feature Article by a Young Lawyer” who is a Singaporean or PR and is 35 years of age or below at the time of submission of the article, and who is a practising member or former member.
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15 February 2013
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12.30pm-2.00pm
Subordinate Courts’ Bar Room

27 February 2013
What Every Lawyer Needs to Know About Applying for a Practising Certificate Briefing Sessions 2013
10am-12pm
Law Society Conference Room

Upcoming Events

1 March 2013
UK and Singapore Banking, Arbitration and Insurance Review 2012

6 March 2013
What Every Lawyer Needs to Know About Applying for a Practising Certificate Briefing Sessions 2013
Seminar on Challenging Clients, Challenged Lawyers

19 March 2013
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SINGAPORE
“No work … just drinks!”

On 21 December last year, the Law Society of Singapore’s Criminal Practice Committee (“CPC”) organised the first (of many!) Criminal Bar Drinks at the cozy loft of Molly Malone’s. This was the Criminal Bar’s way of winding down another purposeful year of activities that ranged from legislative reform to the AG’s Cup (which is coming home this year) to the launch of “Every Lawyer Matters” (“ELM”).

The stormy weather did nothing to dampen the crowd’s mood and the revelry, helped by copious amounts of free-flow drinks, finger food and boisterous banter. Aside from the festive season, the many reasons for celebration included the fostering of closer ties within the Bar as well as appreciation of members’ support of the CPC’s schemes and initiatives. Members of the Bar, both “young” and younger, engaged in laughter and conversation. Mr Wendell Wong (CPC Chairperson) even gave a demonstration of his “expert beer-tapping” bar-tending skills (which was essentially filling glasses with beer from the tap without spilling)!

The evening ended with gorgeous Christmas log cakes courtesy of CPC Vice-Chairperson Ms Gloria James-Civetta, followed by the mandatory lucky draw segment where winners were picked by Mr Amarjeet Singh, SC, also a Consultant with the CPC. Prizes were generously sponsored by CPC members which included bottles of premium whiskey contributed by Mr Shashidran Nathan and Mr Peter Ong, chic luxury watches sponsored by Mr Steven Lam Kuet Keng (PBM) and shopping vouchers and a Targus haversack from Ms Gloria James-Civetta.

The overall mood and success of this inaugural Bar soiree was clearly a stamp of endorsement for it to be an annual requisite. Don’t miss the next one!

Wendell Wong
Chairperson
Criminal Practice Committee
Relocation of the Attorney-General’s Chambers

With effect from 4 March 2013, the new address and contact details of the Attorney-General’s Chambers are as follows:

Address : 1 Upper Pickering Street, Singapore 058288
Tel : +65 6908 9000
Fax : +65 6538 9000
Website : http://www.agc.gov.sg
E-mail : agc@agc.gov.sg

Criminal Justice Division
6702 0413/ 6702 0419

Economic Crimes and Governance Division
6702 0487 / 6702 0512

State Prosecution Division
6702 0463 / 6702 0479

International Affairs Division
6702 0513

Legislation and Law Reform Division
6702 0514

Legal Profession Secretariat
6702 0184

Operating Hours:
(i) From 8.30am to 6.00pm (Mon-Thur); and
(ii) From 8.30am to 5.30pm (Fri)
This article examines the recent changes to the death penalty for certain murder offences. It explores many of the problems associated with granting Judges a complete discretion in deciding whether or not to impose the death penalty in such cases. It argues that if discretion is to be the better part of valour, then Judges do need some guidance in making rational and consistent sentencing decisions in murder cases.

The Death Penalty and the Desirability of Judicial Discretion

“There is no way to really do it right. The final decision has always come down to the members of our (Supreme Court) as to whether someone should live or someone should die ... I am not smart enough to make that decision on any fair and consistent basis given the tremendous range of facts and circumstances that affect every victim and every defendant and every set of facts that make up a case.”

Arizona Supreme Court Judge Stanley Feldman (July 15, 2002)

Introduction

The changes to the death penalty for murder were finally announced in Parliament late last year. As promised earlier by the Law Minister, this followed consultations with law officers, legal practitioners and academics. The new murder provisions contain no surprises as the mandatory death penalty is to be retained, as previously announced, only for intentional killing under s 300(a) of the Penal Code. For the three remaining forms of murder under s 300(b) to s 300(d) of the Code, namely, intentionally causing a bodily injury the offender knows is likely to cause death, intentionally causing a bodily injury sufficient in the ordinary course of nature to cause death and committing an act the offender knows is so imminently dangerous that it must in all probability cause death, the death penalty is to be imposed at the sole discretion of the trial Judge. He may opt instead to impose life imprisonment with caning.

A Matter of Discretion

An assumption that surrounded some of the debates in Parliament on the death penalty was the importance of granting Judges discretion in sentencing. This was said to be important in ensuring that Judges are able to decide whether the death penalty ought to be imposed according to the circumstances of each case. This is an attractive proposition especially for liberalists and constitutional lawyers. It is consistent with our constitutional ideals of allowing Judges rather than Parliament to decide the appropriate sentence. This, it has been suggested, is in keeping with judicial sovereignty, the doctrine of separation of powers and the independence of the judiciary.

The truth is that, with mandatory punishment, minimum sentences, statutory sentencing guidelines and the like, sentencing has long ceased to be the dominant preserve of Judges in many countries, including Singapore. Indeed, in one of his last judgments before his retirement, Chief Justice Chan Sek Keong ruled that since the power to prescribe punishments for offences rests with Parliament and not the Judges, it must follow that no written law of general application prescribing any kind of punishment for an offence, whether such punishment be mandatory or discretionary and whether it be fixed or within a prescribed range, can be said to be a trespass onto the judicial power. Consequently, a constitutional challenge in Mohammad Faizal bin Sabtu v PP against s 33A of the Misuse of Drugs Act, which directs the Courts to impose, at the very least, the mandatory minimum punishments of imprisonment and caning based on a previous executive decision by the Director of the CNB to detain the accused at a Drug Rehabilitation Centre, failed. The Court was not convinced that treating a DRC admission as a previous conviction, for the purposes of imposing an enhanced minimum mandatory punishment, was a violation of the constitutional safeguard of separation of powers.
Has one outcome of the new death penalty provisions, therefore, resulted in a victorious wrestling of the actual sentencing-decision process back to the Judges? And more importantly, will the new law represent a triumph for justice for victims and offenders alike? 

The Problem with Judicial Discretion

When the applause, for having finally succeeded in giving Judges an absolute discretion whether or not to impose death in certain murder cases, subsides, we may perhaps realise the true significance of what we have done. We have imposed on individual Judges the awesome responsibility of solely deciding whether or not to impose the death penalty. Would such an imposition even on Judges experienced in criminal practice always lead to desirable outcomes?

Judicial discretion has and always will play a vital role in the criminal justice system. However, its desirability in the sentencing process depends largely on the manner in which it is exercised. Obviously, such a discretion must not be exercised in an arbitrary or irrational fashion leading to unjust and inconsistent outcomes. This is all the more important in respect of the discretionary death penalty. It is the irreversible nature of the death penalty and its categorical difference from other forms of punishment that make any possibility of inconsistency in sentencing unacceptable. On the other hand, a reluctance to impose the penalty in deserving cases will also defeat the intent of Parliament that the death penalty must remain as a deterrent punishment in our law. Because consistency in sentencing in like cases is so much about equality of treatment, fairness and ultimately justice, ensuring consistency in sentencing is crucial. Any inconsistency in the imposition of the death penalty will thus be an unwelcome outcome and will lead to both injustice and public disquiet.

Sentencing benchmarks and guidelines have been set by judiciaries the world over to have some semblance of consistency. Indeed, the Singapore Court of Appeal has had occasion to admonish even High Court Judges for not following its sentencing guidelines.

In Public Prosecutor v UI,
Chief Justice Chan Sek Keong, in delivering the judgment of the majority in the Court of Appeal, highlighted the importance of consistency in sentencing:

A high level of consistency in sentencing is desirable as the presence of consistency reflects well on the fairness of a legal system. In contrast, the presence of inconsistency in sentencing diminishes the idea of justice being equal to all in a legal system; it also leads to public cynicism about the legal system in question and eventually, to the loss of public confidence in the administration of justice.

Judicial experience in India and the US, which have in place the discretionary death penalty for first-degree murder, highlights some of the problems of judicial discretion. In India, for example, the death penalty is only imposed on crimes which have been deemed by Judges as the “rarest of the rare” offences which has resulted in a de facto abolition of the death penalty by the judiciary. Much literature has centered on how the “rarest of the rare” formula has resulted in the death penalty being arbitrarily and inconsistently applied or withheld in India. As noted by one commentator, there is “no consistent or reliable pattern under which Judges will exercise their discretion. The gnawing uneasiness that the same case if heard by a different set of Judges may have resulted in a different punishment will always rankle in the minds of those successful death row convicts facing the noose.”

This is especially so in cases which involve rape and murder, dowry killings and honour killings. For instance, in the case of Dhana v State of Benga and Raosaheb v State of Maharashtra, both accused had committed rape and murder of their victim aged thirteen and four and a half years old respectively. However, only Dhananjoy’s sentence was upheld while Raosaheb’s death sentence was reduced to life imprisonment by the Supreme Court.

In the US, some notable cases also suggest that the death penalty has been meted out inconsistently. For example, Timothy McVeigh, who was responsible for the bombing of Oklahoma City building in 1995 in which more than 100 people were killed, was executed but his accomplice Terry Nichols was given life sentences despite being found guilty of conspiracy in the same crime.

Another unintended consequence of the move towards judicial discretion is that even perceived inconsistency in imposing the death penalty will provide fodder to the death penalty abolitionist school. Amnesty International, for example, has readily relied on its study of Court decisions involving rape and murder in India in support of its claim that there is “ample evidence to show that the death penalty [in India] has been an arbitrary, imprecise and abusive means of dealing with defendants”.

There are a number of other questions that arise with this new found discretion in murder cases. What is to be the
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basic approach, given that Judges are human beings and may have some underlying philosophical and other personal differences in their approach to imposing the death penalty.17

If the choice of either life of death is largely influenced by a Judge’s subjective inclinations then the consequences of that decision will be unjustly borne by the offender or the public. As noted by authors Julian V. Roberts and David P. Cole, “there may well be variation among judges in terms of sentencing purposes and the sentence imposed: judges may favour different sentencing purposes, which will give rise to different disposition”, thereby resulting in disparity in sentencing.18 Such subjectivity has the potential to cause like cases to be sentenced differently.

It is interesting to note that from ancient times the law has attempted to deal with similar dilemmas Judges face. Some familiar doctrines have provided creative solutions to such problems. One such example is the concept that an accused person can only be convicted if his guilt is proved “beyond a reasonable doubt”. The origins of this cherished doctrine apparently lie in ancient Christian theology.19 The “beyond a reasonable doubt” rule was originally not intended to protect the accused, as we believe the rationale of the rule to be to-day, but to protect “the souls of the jurors against damnation”.20 In a criminal trial in the Christian past, the fate of the Judge was apparently as much at stake as the fate of the accused. Convicting an innocent person was regarded as a potential mortal sin. The result was that Judges and jurors were reluctant to convict and impose the then standard “blood punishments” of execution and mutilations. Philosopher William Paley described the situation in 1785 when English jurors were reluctant to convict as they experienced “a general dread lest the charge of innocent blood should lie at their doors”.21 The reasonable doubt rule came about only because of this religious reluctance to convict. The rule was thus not designed to make it more difficult for the jurors to convict, but to make it easier for them to do so by assuring them that they could convict without risking their own salvation so long as they had no “reasonable doubts” as to the accused person’s guilt.22

The greatest advantage of the mandatory imposition of the death sentence is that it generally masks or suppresses a Judge’s subjective moral inclinations and makes a duty to enforce the law more relevant than resorting to personal beliefs and convictions.

The Pursuit of Consistency in Sentencing

The real question that will plague our Judges is how is consistency in sentencing murder cases to be maintained? Which type of murders under ss 300(b) to (c) qualify more readily for the death penalty, if at all? Is the difference in liability between the various sub-sections other than perhaps 300(d) that clear? Do Judges begin by imposing a death sentence or is life imprisonment to be the default sentence?

In the absence of statutory guide lines, what factors ought the trial Judge to take into consideration in imposing the
death sentence? How different are these factors from those that would already been taken into account between him, in finding the offender guilty, and the Public Prosecutor in bringing the particular murder charge before the Court? How does a Judge maintain sentencing consistency between like cases and at the same time allow for adequate consideration for cases with different factual matrixes as he is also required to do? 23

It ought to be pointed out that the discretionary death penalty is not something entirely new in our judicial history. Section 3 of the Kidnapping Act24 provides Judges with the discretion to impose either life imprisonment and caning or the death penalty. A general observation from the reported kidnapping cases is that the death penalty has almost never been imposed.25 In Sia Ah Kew and Others v Public Prosecutor,26 the Court of Appeal substituted the death sentence imposed in the High Court with life imprisonment and caning for an offence of kidnapping. The Court rejected the view of the trial Judges that “the alternative sentence of life imprisonment should be imposed only when there are some very exceptional circumstances which do not justify the imposition of the death sentence” as erroneous.27 Chief Justice Wee Chong Jin explained:28

It is a long and well established principle of sentencing that the Legislature in fixing the maximum penalty for a criminal offence intends it only for the worst cases.
However, in the case of kidnapping for ransom the discretion given to the courts as regards the sentence is, as earlier stated, very limited in scope. In our opinion the maximum sentence would be appropriate where the manner of the kidnapping or the acts or conduct of the kidnappers are such as to outrage the feelings of the community.

It follows from this reasoning that the default position in murder cases, other than in s 300(a), is life imprisonment. Consequently, the imposition of the death penalty ought to be the exception rather than the rule and reserved for the worst cases or where the manner of the killing can be said to "outrage the feelings of the community". This mirrors the position that is taken in India. Section 354(3) of the Indian Criminal Procedure Code provides that where the alternative sentence of death penalty is imposed, Judges must record “the special reasons for such a sentence”.29

The object of the changes to the mandatory death penalty after all, as explained in the ministerial statement is that it “will result in the mandatory death penalty applying to a narrower category of homicides, compared to the situation today”.30 The changes are aimed “to ensure that our sentencing process balances various objectives: justice to the victim, justice to society, justice to the accused and mercy in appropriate cases”.31

The Need for General Sentencing Guidelines

Recognising that some form of inconsistency is inevitable, countries with the discretionary death penalty have sought to keep it within limits by formulating sentencing guidelines either as statutory guidelines or guidelines developed by the judiciary. Such guidelines often involve the weighing of pre-determined aggravating and mitigating factors in order to determine whether the death sentence should be imposed. A principled approach guided by clear factors in the sentencing process for murder offences must thus be the way forward.

It may now fall on the Chief Justice or the Council of Judges to lay down some general guidelines as to when the death sentence ought to be imposed until further clarification from the Court of Appeal. What then should these guidelines contain?

In his first announcement in Parliament on changes to the death penalty in July 2012, the Law Minister gave his opinion as to some factors which have to be considered in their totality “in deciding whether and how to apply the death penalty to a particular offence”32:

1. The seriousness of the offence, both in terms of the harm that the commission of the offence is likely to cause to the victim and to society;
2. The personal culpability of the accused;
3. How frequent or widespread the offence is in our society; and
4. The need for deterrence.

If we consider the decisions of the Court of Appeal in the kidnapping cases then the following factors are relevant:33
1. How rampant the particular type of offence is;
2. The manner in which the offence was committed; and
3. Whether the conduct of the accused can be said to outrage the feelings of the community.

In addition to the seriousness of the particular offence and the offender's culpability, our Courts have always considered an accused person’s antecedents to be relevant to sentencing. Whether the accused has been convicted of offences previously, which may demonstrate his violent propensities or the danger he poses to society, would certainly be a factor that the Court ought to take into consideration.

One of the difficulties with the new regime is that it now suggests an obvious disparity in liability between “intentional killing” under s 300(a) of the Penal Code and inflicting intentional injuries resulting in death in the other sub-sections of s 300. The framers of the Code, however, did not think the degrees of culpability were significant to warrant a different punishment other than death for all types of murders.34 If premeditated murder under s 300 (a) deserves the mandatory death penalty, what other cases of murder would be close to its heinousness to warrant the discretionary death penalty being imposed? Indeed, as a UK Commission recognised, “among the worst murders are some which are not premeditated such as murders committed in connection with rape, or murders committed by criminals who are interrupted in some felonious enterprise and use violence without premeditation, but with a reckless disregard of the consequences to human life”.35 On the other hand, there are cases of premeditated murders such as suicide pacts and mercy killings not deserving harsh punishment although these are not likely to be prosecuted for murder by the Public Prosecutor.
Looking at foreign jurisdictions such as India and the US, some common factors that are considered for first-degree murder include:

**Aggravating Factors**

1. Whether the manner in which the murder was committed was brutal or vicious;\(^{36}\)
2. Whether the accused was in a position of power or trust over the victim, and abused that position; and\(^{37}\)
3. Whether the victim was in a position of vulnerability.\(^{38}\)

**Mitigating Factors**

1. Whether the defendant was an accomplice in a murder committed by another person and his participation in the offence was relatively minor;\(^{39}\)
2. Whether the defendant has no significant history of prior criminal activity;\(^{40}\)
3. Whether the defendant was a youth at the time of the crime.\(^{41}\)

The foreign guidelines are calibrated for the crime of murder with the intention to kill, which include cases where the mandatory death penalty would apply in Singapore. However, these guidelines ought to assist to ensure legal objectivity and to reduce judicial subjectivity in order to achieve some degree of consistency in sentencing.

In countries where the death penalty has been abolished, those convicted of murder are sentenced to mandatory life imprisonment or to substantial prison terms. It is observed that in such countries, unless the murder is of an outrageous nature, the maximum sentence for murder, that is, life imprisonment without parole, is rarely imposed.\(^{42}\)

Of course, one needs to bear in mind that the discretion of our Judges is limited to a decision between life imprisonment and death. This is in contrast with some countries where the Judges have the discretion to determine the length of incarceration period to be imposed. Nonetheless, the factors which these Judges consider in sentencing cases of murder could provide us some insights to the factors relevant in determining when the death penalty should or should not be imposed.
In England for instance, the “starting point” for murder committed by an accused over 21 years of age is 30 years’ imprisonment. A life imprisonment is reserved for offences of seriousness considered to be “exceptionally high”. These include:

1. A murder of a child involving abduction or sexual or sadistic motivation;
2. A murder done for the purpose of advancing a political, religious, racial or ideological cause;
3. A murder by a person previously convicted of murder;
4. The murder resulted of two or more persons involving a substantial degree of premeditation or planning, abduction, or sexual or sadistic conduct.

Additional aggravating or mitigating factors may result in the minimum sentence or a whole life order being imposed. Additional aggravating factors include degree of planning, vulnerability of the victim due to age or disability, abuse of trust, infliction of mental or physical suffering, duress or threats against another person to facilitate commission of the murder, the fact that the victim was providing a public service and concealment or dismemberment of the body. Due to the gravity of the offence of murder, relevant mitigating factors other than the age or mental disability of the accused are confined to the degree of culpability as regards the manner in which the murder was committed.

In Australia, only four states impose mandatory life imprisonment for murder cases. Even when Courts have such discretion to impose non-parole sentence, it is rarely imposed.

In New Zealand, the mandatory life imprisonment for murder has been replaced with a presumption in favour of life imprisonment, a presumption which can be rebutted by the accused person if he establishes, to the satisfaction of the Court, that an indefinite period of imprisonment would be manifestly unjust. If the presumption is rebutted, the offender must still serve a minimum period of 10 years in prison. In cases where the Court regards the murder to be of a heinous nature, the Court will impose a minimum period of 17 years’ imprisonment. Such cases usually consist of the following:

1. The murder was committed in the course of another serious crime;
2. It was committed with high level of brutality, cruelty and depravity;
3. If it was part of a terrorist act; or
4. If the offender has been convicted of two or more murders.

Conclusion

Admittedly, judicial discretion has its fair share of problems. Yet, its significance lies in the fact that it allows individualised considerations to be taken into account during the sentencing process which the mandatory death penalty fails to ensure. That, however, must be balanced with the need for consistency in sentencing between cases and between Judges with human predilections which a mandatory sentence does deliver. It is hoped that there will be broad sentencing guidelines in murder cases that will make the sentencing process in such cases more objective, rational and transparent. Only then can the new found judicial discretion in murder cases truly represent the better part of valour.

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Notes

2 Introduced by the Penal Code (Amendment) Act 32 of 2012 which came into force on 1 January 2013.
3 Mohammad Faizal bin Sabtu v PP [2012] SGHC 163 at [45].
4 [2012] SGHC 163
5 According to the Law Minister’s statement in Parliament on 9 July 2012, the changes will ensure that our sentencing framework will balance various objectives, namely, justice to the victim, to society and to the accused, although he acknowledged that it is a “matter of judgment and the approach being taken is not without risks”.
6 Interestingly, the Law Minister revealed in Parliament during a debate on changes to the death penalty for drug offences the views of the senior judiciary that “ it is best that the legislature define in the clearest possible terms when the ultimate punishment is justified”: Singapore Parliamentary Debates, Official Report (14 November 2012) volume 89.
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permanent residents, aged 20 and older, in December 2006 showed that 96 per cent supported the death penalty: Lydia Lim and Jeremy-Ah Yong, "96% of Singaporeans back the death penalty", The Straits Times, 26-2-2006.

8 See for example PP v UI [2008] 4 SLR (R) 500 at [14] and [19].


10 Interestingly, during the second reading of the Misuse of Drugs Amendment Bill which made changes to the death penalty for drug offences, the Law Minister considered the possibility that the amendment may result in a "de facto abolition of the death penalty" as it is "quite understandable - judges are reluctant to impose the ultimate sentence": Singapore Parliamentary Debates, Official Report (14 November 2012) volume 89.


17 A controversy over Catholic Judges and the death penalty in the United States was met with US Supreme Court Judge Antonin Scalia, himself a devout Roman Catholic and the father of a Catholic priest, stating that no authority he knew of "denies the 2000-year tradition of the church endorsing capital punishment". In his view, "the choice for a judge who believes the death penalty to be immoral is resignation rather than simply ignoring duly enacted constitutional laws and sabotaging the death penalty". See Scalia Questions Catholic Anti-death Stance ignoring duly enacted constitutional laws and sabotaging the death penalty. See also Amnesty International, India: Lethal Lottery: The Death Penalty in India - A study of Supreme Court judgments in death penalty cases 1950-2006.

18 For a more in depth analysis on sentencing disparity, see Julian V. Roberts and David P. Cole, Making Sense of Sentencing (University of Toronto Press, 1999).

19 For a fascinating account of the origins of the “beyond reasonable doubt” rule, see James Q. Whitman, The Origins of Reasonable Doubt (Yale University Press, 2008).


22 Whitman, ibid, p 3.


24 Kidnapping Act (Cap 151, 1991 Rev Ed), s 3: “Whoever, with intent to hold any person for ransom, abducts or wrongfully restrains or wrongfully confines such person shall be guilty of an offence and shall be punished on conviction with death or imprisonment for life and shall, if he is not sentenced to death, also be liable to caning.”

25 There has been thus far six reported cases of kidnapping. With the exception of the case of Pateja Maramente and others v Public Prosecutor [1995] 2 SLR(R) 806 (which also involved the offence of gang robbery with murder), the death penalty has not been imposed: Abdul Hafiz bin Amer Hamzah v Public Prosecutor [1997] SGCA 38; Public Prosecutor v Zzhou Jian Guang & Anor [2000] SGHC 68; Public Prosecutor v Vincent Lee Chuan Leong [2000] SGHC 78; Selvaraju v/o Satippan v Public Prosecutor [2004] SGCA 53; Public Prosecutor v Tan Ping Koon and Another [2004] SGHC 205.


27 [1974] SGCA 2 at [6].

28 Ibid, at [5]. This was followed by the Court of Appeal in Selvaraju v/o Satippan v Public Prosecutor [2005] 1 SLR (R) 238 and by the High Court in PP v Tan Ping Koon & Anor [2004] SGHC 205.


31 Ibid.

32 Ministerial statement in Parliament by Law Minister Shanmugam on 9 July 2012. ibid. Although the Minister referred to these as three factors, there appear to be four factors with “deterrence” being the only general and non-specific “factor”.


36 Ibid.


38 Ibid.

39 Ibid.

40 For a detailed account of such practices see Barry Mitchell and Julian V. Roberts, Exploring the Mandatory Life Sentence for Murder (Hart Publishing, 2012).

41 Ibid.

42 UK Royal Commission on Capital Punishment (1953), para 500, citing a Home Office Memorandum.

43 Many examples of such murders in Singapore have been prosecuted and sentenced under s 300(c) of the Code which from 1 January 2013 attracts only a discretionary death sentence. See for example PP v Lim Poh Ewe & Anor [2005] 4 SLR 582; Tan Cheow Boon v PP [1993] 29; Tan Joo Chong v PP [1992] 1 SLR 620; Wang Win Yong v PP [2012] SGCA 47.


45 Ibid.

46 Ibid.

47 Ibid.

48 Ibid.
The UK Supreme Court decision of **Soc Gen v Geys** clarifies that the principles that apply to the repudiation of commercial contracts would similarly apply to employment contracts. Employers should follow the contractual termination procedures strictly and ensure that any notice or payment in lieu of notice is clearly and unambiguously brought to the employee’s attention.

**Harmonisation of Doctrine of Repudiation and its Effect on the Determination of a Contract**

The UK Supreme Court has by a majority decision (Lord Sumption dissenting) in **Societe Generale, London Branch v Geys** [2012] UKSC 63 put to bed the so-called automatic theory of repudiation in contracts of employment. Instead, the Supreme Court affirmed the elective doctrine of repudiation in which the innocent party may elect to either accept the repudiation or affirm the contract. So long as the employment contract is affirmed, the contract subsists and has not been terminated. This is consistent with other types of contracts.

In this particular case, the date of the termination mattered as it affected the amount due to Mr Geys as contractual termination payment in the order of several million euros (see paras [2], [6] and [110]).

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**Kathryn Aguirre Worth Memorial Scholarship**

The Scholarship was established to honour the memory of Kathryn Aguirre Worth, an American attorney with White & Case LLP, who was on board the ill-fated Silk Air flight MI 185 on 19 December 1997. The scholarship fund is made possible by contributions from White & Case LLP, Standard Chartered Bank and other donors in Singapore and New York.

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The closing date for submission of applications is 30 April 2013.
**The Facts**

On 29 November 2007, Mr Geys was called to a meeting and given a letter informing him that Societe Generale ("Soc Gen") had decided to terminate his employment with immediate effect and that the “appropriate termination documentation” would follow (see para [9]). Mr Geys then consulted with his solicitors who wrote to Soc Gen on 7 December 2007 to obtain further information on the amounts that Mr Geys was to be paid as well as to reserve his position.

Soc Gen replied on 10 December 2007 and prepared a severance agreement along with a list of proposed payments that it would make in consideration for the severance agreement being signed by Mr Geys. The agreement was never signed. Instead, on 21 December 2012, Mr Geys’ response was to request for further information as to how Soc Gen had calculated those amounts in its letter of 10 December 2007.

In the interim, on 18 December 2007, Soc Gen paid the equivalent of three months’ salary and benefit as per the payment in lieu of notice ("PILON") clause found in Mr Geys employment contract. However, Mr Geys only became aware of the payment sometime towards the end of December. On 2 January 2008, Mr Geys’ solicitors wrote to Soc Gen stating that Mr Geys had decided to affirm his contract and that with respect to the monies of 18 December 2007, his position was reserved until confirmation of what those monies were for.

On 4 January 2008, Soc Gen wrote to confirm, amongst others things, that the payment on 18 December 2007 was the PILON payment. Mr Geys was deemed to have received that letter on 6 January 2008.

**Court Proceedings Below**

Soc Gen argued that the contract was terminated on 29 November 2007 when it summarily dismissed Mr Geys.

The High Court held that the employment contract terminated on 6 January 2008 on the basis that this was the first time that Soc Gen notified Mr Geys that it had exercised its right to terminate the contract by way of the PILON clause. Soc Gen appealed.

On appeal, the Court of Appeal held that the employment contract had been determined on 18 December 2007 when the PILON sum was paid into Mr Geys’ account. It rejected Soc Gen’s argument that the contract was determined on 29 November 2007 on the basis that it was bound by its previous decisions in Gunton v Richmond-upon-Thames London Borough Council [1981] Ch 448 and Boyo v Lambeth London Borough Council [1994] ICR 727, in which the Court applied to employment contracts, the principle that a repudiatory breach must be accepted before the contract is determined (see para [13]).

**The Issue**

The Supreme Court identified four issues (see para [14]):

1. Does a repudiation of a contract of employment by the employer which takes the form of an express and immediate dismissal automatically terminate the contract or – as was held in Gunton v Richmond-upon-Thames London Borough Council [1981] Ch 448 and Boyo v Lambeth London Borough Council [1994] ICR 727 – does the normal contractual rule that the repudiation must be accepted by the other party apply equally to that case? (the repudiation issue)

2. When, in the events that happened and having regard to the terms of paragraph 8.3 of the Handbook, was the contract of employment terminated? (the termination issue)

3. Is there any conflict, within the meaning of paragraph 17 of the Contract, between the provision for termination on three months’ notice in paragraph 13 of the Contract and the provision in paragraph 8.3 of the Handbook which gives the Bank the right to terminate the employment at any time with immediate effect by making a payment in lieu of notice? (the conflict issue)

4. On a proper construction of paragraph 5.16 of and Schedules 1 and 2 to the Contract, is the employee entitled to maintain a claim for damages for wrongful dismissal and an alleged breach of the tax efficiency provision in paragraph 5.5 or is he to be taken to have waived those claims? (the paragraph 5.16 issue)

For the purposes of this article, we shall only be looking at the first two issues, which were primarily dealt with in the Supreme Court by Lord Wilson (on the repudiation issue) and Lady Hale (on the termination issue).
instead. This issue had been decided in the lower Courts in favour of the elective theory (see Gunton v Richmond-upon-Thames London Borough Council [1981] Ch 448 ("Gunton")). However, this was a controversial decision which had generated much academic debate (see David Cabrelli and Rebecca Zahn, “The Elective and Automatic Theories of Termination at Common Law: Resolving the Conundrum?” (2012) 41 Industrial Law Journal, p 346).

The issue was summarised by Lord Wilson at para [63] as follows:

In the absence of any direct authority of real weight at this level, the court is required to make a difficult and important choice between a conclusion that a party’s repudiation (albeit perhaps only an immediate and express repudiation) of a contract of employment automatically terminates the contract (“the automatic theory”) and a conclusion that his repudiation terminates the contract of employment only if and when the other party elects to accept the repudiation (“the elective theory”). It is common ground that, whichever theory be chosen, it should apply equally to wrongful repudiations by employers (i.e. wrongful dismissals) and wrongful repudiations by employees (i.e. wrongful resignations); and it is only for convenience, and because it is reflective of the facts of the present case, that I will, at times, refer to the wrongful repudiator as the employer and to the innocent party as the employee.

It is important to note that these theories of repudiation and deciding when the contract comes to an end do not apply in cases where parties are contractually entitled to determine the contract immediately, eg express dismissal or resignation (see para [42]).

1. Which Would Create Greater Injustice?

One of the main determining factors was the issue of injustice, and in particular, which doctrine would create more injustice. Lord Sumption, in dissent, considered that the elective theory created more injustice in this case (see para [110] and [140]):

The result [was] that although the employment relationship [had been] dead for all practical purposes from 29 November, and Mr Geys [had] contributed nothing to SG’s fortunes after that date, he [was] in a position to argue that technically the contract [had] limped on as a formal “shell” or “husk” (to use the terms deployed in argument) into January 2008. The financial consequences of this, if it is right, [were] considerable. The effect of paragraph 5.15(b)(iii) and (iv) of the contract is that if Mr Geys’ “employment terminates” after 31 December 2007, he [was] entitled to a “Compensation Payment” assessed by reference to the aggregate of his bonus awards for the calendar years 2006 and 2007, whereas if it terminate[d] on or before that date, it [would] be assessed by reference to his awards in 2005 and 2006, which [had been] substantially lower. The figures [were] disputed, but the result [was] likely to be that SG’s breach, although it ha[d] caused Mr Geys no substantial loss, [would] have brought him a windfall amounting to several million euros. Rarely [could] form have triumphed so completely over substance.

The remaining four members of the Supreme Court considered that the automatic theory created more injustice not simply in this case, but also as a general principle. Lord Wilson considered at para [64] that this was because of the so-called least burdensome principle as applied to the damages recoverable by the innocent party.

In light of the fact that a central incident of the automatic theory is that, upon the automatic termination of the contract, the innocent party has a right to damages, the first question must be whether it matters that the contract is terminated forthwith upon repudiation or, instead, survives until some further, terminating, event? The answer is that sometimes it does matter. It depends on the terms of the contract. The date of termination fixes the end of some contractual obligations and, sometimes, the beginning of others. An increase in salary may depend on the survival of the contract until a particular date. The amount of a pension may be calculated by reference to the final salary paid throughout a completed year of service or to an aggregate of salaries including the final completed year. An entitlement to holiday pay may similarly depend on the contract’s survival to a particular date. In some cases an award of damages will compensate the employee for any such loss. But often it will fail to do so. Such failure flows from application of the “least burdensome” principle, namely that damages should reflect only the losses sustained by the employer’s decision to repudiate the contract unlawfully rather than by his having hypothetically proceeded, in the manner “least profitable to the plaintiff, and the least burthensome to the defendant”, to terminate the contract lawfully: see Cockburn v Alexander (1848) 6 CB 791, 136 ER 1459, at pp 814 and 1468, (Maule J), and McGregor on Damages, 18th ed (2009) para 8-093. So, where under the terms of the contract it had been open to the wrongfully repudiating employer to have taken a course which would have terminated the contract quickly as well as lawfully, the damages will be small.

Furthermore, to allow the automatic theory of repudiation
would be to allow the wrongdoer to determine the contract for his own convenience, per Lord Wilson at para [66]:

… Before I consider the detail of the authorities, I find it helpful to stand back and to remind myself of the overall effect of the automatic theory. It is to reward the wrongful repudiator of a contract of employment with a date of termination which he has chosen, no doubt as being, in the light of the terms of the contract, most beneficial to him and, correspondingly, most detrimental to the other, innocent, party to it. We must, I suggest, be very cautious before turning basic principles of the law of contract upon their head so that, in this context, breach is thus to be rewarded rather than its adverse consequences for the innocent party negatived. It is, says Professor Freedland in The Personal Employment Contract, 2003, at p 390 “a matter of concern if the common law of wrongful dismissal functions so as to invite opportunistic breach of contract …

Lord Hope held at para [18] that “[t]he fact that an application of the automatic theory [might] produce an injustice is, for me, the crucial point”. And later at para [19]:

The essential difference between the two theories may be said to be that under the automatic theory the decision as to whether the contract is at an end is made beyond the control of the innocent party in all circumstances, whereas under the elective theory it is for the innocent party to judge whether it is in his interests to keep the contract alive. Manifest justice favours preferring the interests of the innocent party to those of the wrongdoer. If there exists a good reason and an opportunity for the innocent party to affirm the contract, he should be allowed to do so: London Transport Executive v Clarke [1981] ICR 355, 367, per Templeman LJ.

2. The Long-standing Law Argument

Lord Canwath pointed to the fact that the law in Gunton had stood for over 30 years “apparently without evidence of practical difficulty or injustice” (see para [100]).

However, Lord Sumption’s dissent is worth noting. He dismissed the long-standing law argument on the basis that it was an appropriate way of dealing with Gunton. This was because Gunton “had” always been a controversial decision [and] was the decision of a divided court [and] in this instance gave rise to injustice. Furthermore, “it [was] always dangerous to allow the law to part company with reality in this way [as it would] lead to unexpected and highly technical results, which businessmen and employees [were] unlikely to anticipate unless they [were] particularly well advised”.

Finally, the elective doctrine does not lead to a clear result or certainty as to when the contract determines, whereas “if the contract ends when the employment relationship ends, the position is clear” (see para [140]).

3. Core or Collateral Obligations

Lord Wilson considered that the automatic theory could not be reconciled with the ability of the Courts to issue injunctions post repudiation of employment contract. The learned law lord specifically cited the ability of the Court to issue an injunction to compel a company to follow its disciplinary procedure notwithstanding its repudiation of the employment contract by failing to follow such procedure when dismissing the employee. At para [73] he held:

[j]nto a different, yet equally significant, category fall cases in which an employer wrongfully repudiates a contract of employment in circumstances in which its terms require him to have implemented a disciplinary procedure. The law is clear that an injunction may issue so as to enforce the requirement; and the absence of a right to claim damages for breach of a duty to follow a disciplinary procedure (see Edwards v Chesterfield Royal Hospital NHS Foundation Trust [2011] UKSC 58, [2012] 2 AC 22) makes the availability of the injunction particularly precious. But it is self-evident that, had the wrongful repudiation already automatically terminated the contract, an injunction would not issue so as to require observance of a procedure designed to determine whether the employer was entitled to terminate it.

However, Lord Sumption thought that this drew insufficient distinction between core and collateral obligations in an employment contract and could not justify adopting the elective doctrine (see para [141]).

A good deal of attention was devoted in the course of argument to the implications for other contractual obligations of concluding that an employee cannot treat the contract of employment as subsisting after a repudiation which terminates the employment relationship de facto. In my opinion, this question has very little bearing on the present issue, once it is appreciated that we are concerned only with those obligations which go to the continued existence of the employment relationship. … In many contracts of employment, and perhaps in most modern ones, there is a large number of obligations which do not depend on the existence of the employment relationship. … Whether collateral obligations of this kind continue to bind after the termination of the contract or the underlying
relationship will normally depend on the construction of the contract, or the exact nature of the implication if the obligation in question is implied. This is not the place for a general review of the kind of obligations which survive termination of the contract and are sufficiently collateral to warrant specific enforcement. What is clear is that it is not necessary to prolong the life of a repudiated contract of employment in order to justify this body of law. It follows that it will not be affected one way or the other by the outcome of this appeal.

Where the Supreme Court departed from Gunton was in holding that the English Courts should not “easily infer” that in the case of wrongful dismal, the innocent party has accepted the repudiation (see para [17] and [92]). Instead, “the requirement is for a real acceptance – a conscious intention to bring the contract to an end, or the doing of something that is inconsistent with its continuation” (see para [17]).

The Termination Issue

It was an implied term of the employment contract that clear and unambiguous notice must be given to the employee for the PILON clause to be effective. In this respect, the employee must receive his PILON along with a notification from the employer, in clear and unambiguous terms, that such a payment has been made and that it is made in the exercise of the contractual right to terminate the employment with immediate effect (see para [57] and [58]) per Lady Hale).

Whether such a term was implied in law or implied in fact was irrelevant in this case (see para [56] and [57]) as it is “an obviously necessary incident of the employment relationship that the other party is notified in clear and unambiguous terms that the right to bring the contract to an end is being exercised, and how and when it is intended to operate. These are the general requirements applicable to notices of all kinds, and there is every reason why they should also be applicable to employment contracts. Both employer and employee need to know where they stand”.

Conclusion

Gunton appears to have been followed in Singapore, most recently in the case of Aldabe Fermin v Standard Chartered Bank, [2010] 3 SLR 722; [2010] SGHC 119, but for the least burdensome principle (called the “minimum obligation rule” here).

In this respect, there does not appear to be any Singapore decision dealing explicitly with which theory of repudiation applies to employment contracts and/or the ease with which the Singapore Courts should infer that the employee has accepted the repudiation on the part of the employer.

Although exact statistics are unavailable, anecdotally, employment arbitrations are becoming more prevalent – a trend no doubt driven by the increasing use of arbitration clauses in employment contracts as well as the Singapore Courts’ promotion of the Law Society Arbitration Scheme.

The take-away point for commercial parties is that they should be aware that the elective theory of repudiation applies across all kinds of contracts. If there is a contractual provision to terminate the contract immediately then a party who wishes to terminate the agreement should rely on those provisions and follow them strictly. The notice of termination must be brought clearly and unambiguously to the other party’s attention for such termination clause to operate effective. If the termination clause provides for payment of certain monies, then the payment and the fact of the payment must be brought to the notice of the other party.

Conversely, where the innocent party is faced with a repudiatory breach on the part of the guilty party, it has to make an election as to whether it: (i) accepts the repudiation and treats the contract as having come to an end or; (ii) affirms the contract and treats it as subsisting. The innocent party should communicate its decision to the guilty party in clear and unambiguous terms. This avoids creating uncertainty as to the status of the contract and also prevents the innocent party from inadvertently compromising its preferred position.

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This article sets out a Checklist for a trouble free uncontested divorce hearing (in chambers) to avert the necessity of counsel and parties having to attend in open Court to address the deficiencies in their pleadings and/or Court documents.

**Checklist for a Trouble Free Uncontested Divorce Hearing (in Chambers)**

**Introduction**

On 27 October 2009, a pilot project was launched in which counsel and parties did not have to attend an open Court hearing for certain types of uncontested divorces. Amongst practitioners, this is known as the uncontested divorce hearings held in chambers.

The Subordinate Courts reviewed the pilot project and following its success, the project was developed in November 2010 so that it applied to all categories of uncontested divorces set down for hearing on or after 1 December 2010.

Open Court hearings are conducted for the following cases:

1. Writs for nullity;
2. Cases for uncontested divorce hearings which are adjourned from a chambers hearing because the papers are not in order; and
3. Cases in which parties seek specific orders, eg abridgement of time to make Interim Judgment Final within three months.

**Practice Directions/Forms Applicable**

The applicable Practice Directions are found at paras 92A and 92B of the Subordinate Courts Practice Directions, which can be downloaded from the Subordinate Courts website at http://www.subcourts.gov.sg. The applicable forms are Form 21A, Form 21B, Form 21C and Form 21D.

**The Hearing of the Uncontested Divorce in Chambers**

An uncontested divorce case which is set down for hearing in chambers will be decided by the Court in chambers. The
date when the Court hears the case without the attendance of counsel and parties will be annotated on the Request for Setting Down Action for Trial.

The grant of the Interim Judgment is not automatic – the Court has to review the facts of each case and after a careful consideration of all the facts and circumstances, the law applicable, and, perusing the documents filed by counsel and the parties, decide whether to grant the Interim Judgment. If the Court decides to grant the Interim Judgment, the outcome of the hearing will be posted on the Court’s website within two days of the hearing date. If the Court decides that the documents or facts of the case require clarification, the matter is adjourned to an open Court hearing with counsel and parties present and for these issues to be determined at the open Court hearing.

Checklist for a Trouble Free Uncontested Divorce Hearing (in Chambers)

For a trouble free uncontested divorce hearing (in chambers), counsel should use the following Checklist to ensure that their papers are in order and that they have complied with the Practice Directions as well as satisfy the Court on the law applicable to their particular case:

Before You Set Down the Matter for Hearing

Before setting down the matter, check that the following matters are in order:

1. Where a defendant was served with the documents, whether by way of personal service or by way of substituted service, check that the Memorandum of Appearance has been filed; alternatively, you should file an affidavit of service.

2. A common mistake made by counsel is in respect of substituted service on the defendant by way of registered post. If you have opted for service of the documents by way of registered post in accordance with r 11 of the Matrimonial Proceedings Rules (“MPR”), then you should ensure that you have also complied with rr 11(4) and 11(5) of the MPR; namely, that the party being served has returned an Acknowledgement of Service in accordance with Form 16 of 17 of the MPR and that the signature is proved at the hearing, usually with an affidavit by the applying party that identifies the signature as that of the spouse. It is not adequate or sufficient service if you simply exhibit the notice from the postal office that the documents were sent by way of registered post.

3. If the defendant was not served with the documents, check that the Order of Court for dispensation of service has been extracted and filed in Court.

4. Check that a copy of the marriage certificate has been exhibited in the plaintiff’s affidavit of evidence in chief and/or in the defendant’s affidavit of evidence in chief if proceeding on the Counterclaim.

5. Check that all amended pleadings have been filed and that if there was an agreement to withdraw a particular set of pleadings (eg Defence), leave has been granted to withdraw the said pleadings in order for the matter to proceed on an uncontested basis.

6. If proceeding on s 95(3)(a) of the Women’s Charter and there is reliance on a private investigator’s surveillance report, check that the private investigator has filed an affidavit exhibiting the said surveillance report.

7. If proceeding on the fact of separation, check that you have set out the date of separation and the date when parties formed the intention to separate. If relying on s 95(3)(d) of the Women’s Charter, check that the consent of the spouse is encapsulated in a form which has been filed in Court; alternatively, ensure that the consenting spouse has indicated his consent in Form 18 of the MPR.

8. If parties have reached an agreement on the ancillary matters, check that you have filed the Draft Consent Order (on the ancillary matters).

9. Please check your Form 21C. Indicate your options properly and ensure that the ground of divorce you have chosen in para 2 of Form 21C is in accordance with your prayers in the Statement of Claim and the reliefs sought by your client.
Substantive Issues

Other than the nuts and bolts issues raised above, you should also be mindful of the more substantive issues as set out hereinafter:

1. Jurisdiction

The Court’s jurisdiction is invoked only if either of the parties is domiciled in Singapore at the time of the proceedings or habitually resident in Singapore for a period of three years immediately preceding the commencement of the proceedings. A person who is a citizen of Singapore shall be deemed, until the contrary is proved, to be domiciled in Singapore. Your Statement of Claim must specify whether one or both parties are Singapore citizens (only one party needs to be a Singapore citizen for this requirement to be satisfied). If not, then at least one party has to be habitually resident in Singapore. Habitual residence means exactly that; it should not be transient or temporary in nature and the party relying on this must show a three-year stay in Singapore counting back from the filing date of the writ. Habitual residence is not necessarily broken by a temporary absence and there appears to be no real distinction between habitual residence and ordinary residence. The question is one of fact. Your Statement of Particulars should set out facts relating to this such as when you started residence in Singapore, your residential address/es during this time, name of employer etc.

2. Particulars of children

If there are minor children to the marriage, it is important to ensure that prayers on child will be dealt with (ie either the order to be made is set out in a Draft Consent Order or adjourned to chambers with unresolved ancillary matters). In particular, if the parties have reached an agreement on the issue of split care and control, you should not assume that this will be sanctioned by Court as a matter of course. It is important that the parties file affidavits setting out why they think that split care and control of the children is in the best interests of the children. The affidavit should be filed in good time for the Court’s consideration with the filing of the Draft Consent Order (on the ancillary matters).

3. Grounds of divorce

In relying on one of the five facts for the ground of the irretrievable breakdown of the marriage as set out in s 95(3) of the Women’s Charter, check:

a. Section 95(3)(a) on the fact of adultery, if a Private Investigator’s (“PI”) report is relied upon, there must be an affidavit from the PI exhibiting the report. Other than the commission of adultery itself, the applying party must be able to prove that as a result of the adultery, he finds it intolerable to live with the faulting party.

b. Section 95(3)(b) if relying on the spouse’s behaviour, to ensure that sufficient particulars are pleaded and to consider the law applicable as set out in the High Court decision of Wong Siew Boey v Lee Boon Fatt [1994] 2 SLR 115.

c. Section 95(3)(c) if relying on desertion for two years, it is important to set out the date of desertion and to ensure that there the facts pleaded in the Statement of Particulars sufficiently prove the fact of desertion. In the case of Perry v Perry [1952] P 203, the English Courts have held that this can be proved by asking two questions; (i) are the spouses living separately; and (ii) does the deserting spouse possess the intention to so desert. However, if one party gives the other good cause to leave the matrimonial union, it is possible for the leaving party to cite “constructive desertion” on the part of the remaining spouse. The issue is one of fact and your Statement of Particulars must reflect the circumstances of the desertion taking into account the applicable law.

d. Sections 95(3)(d) and 95(3)(e), three years’ separation with consent and four years’ separation – have you set out the date of separation, the date when parties formed the intention to separate and if the consent of the spouse is encapsulated in a form that is filed in Court (for s 93(3)(d)). It is also important that the particulars set out the cessation of consortium, especially if parties continue to live under the same roof but plead separate households.
If the Papers are Not in Order

If the papers are not in order, the matter is adjourned to an open Court hearing or for further hearing in chambers and the Court will set out the reasons for the adjournment in its minute sheet which is then communicated to parties by way of a Registry Notice. The parties are then given an opportunity to rectify the deficiencies in their pleadings and/or documents.

Upon the Grant of the Interim Judgment

If the papers are in order and the Court is satisfied that a case has been made out for the grant of an Interim Judgment, the Court will grant an Interim Judgment. If the ancillary matters have been resolved and a Draft Consent Order filed for purposes of the uncontested divorce hearing (in chambers), then, if the terms are in order, the Court will grant an order in terms of the Draft Consent Order and the agreed ancillary matters will form part of the Interim Judgment.

If there are prayers to be adjourned to be heard in chambers, the Court will then give directions as follows:

1. If there is a Draft Consent Order filed and the orders require clarification, the Court will adjourn the ancillary prayers and direct the registry to fix a Consent Order Hearing date for the terms of the Draft Consent Order to be clarified.

2. If there is no agreement on the ancillary matters and the parties indicate that they are agreeable to attempt resolution of these matters, the Court will direct registry to fix a date for a pre-trial conference for the matter to be referred to mediation after parties exchange proposals on these adjourned prayers.

3. If the parties are not agreeable to mediation, the Court will give directions for the parties to file and exchange their Affidavit of Assets and Means in Form 35 and for a pre-trial conference to be fixed after the date of filing.

The Art of Family Lawyering (2nd Edition)

The 2nd edition of this publication is an initiative by the Law Society’s Family Law Practice Committee and a collective effort of 15 authors. It is a useful guide for practitioners keen on the area of Family Law. The book, which was first launched in 2005, has been a recommended text for the Preparatory Course Leading to Part B of the Singapore Bar Examinations.

The book is available as an e-book (in pdf format) from the Law Society’s e-shop at $25.00 per copy. N.U.S/SMU and Part B students enjoy a special rate of $20.00.

Prices are inclusive of GST.

Get your copy at www.lawsociety.org.sg
> For Members > e-Shop and be updated on the latest developments in family law!
Conclusion

The dispensation of parties’ attendance from an open Court hearing for an uncontested divorce hearing was devised to minimise costs and time for parties and to save them the oft emotionally charged experience of having to attend a Court hearing for the dissolution of his/her marriage. A good starting point would be compliance with the checklists set out in this article. Counsel can help their clients achieve an uncontested divorce hearing free from unnecessary stress by complying with the practice directions and ensuring good practice on their part when applying for an uncontested divorce hearing in chambers.

Jen Koh
District Judge
Subordinate Courts (Family and Juvenile Division)

Notes

1 Filed pursuant to section 95(3) of the Women’s Charter Cap 353.
2 See ePractice Directions No 4 of 2010.
3 Para 2 of ePractice Directions No 4 of 2010.
4 Affidavit of Evidence in Chief (Plaintiff).
5 Affidavit of Evidence in Chief (Defendant).
6 Request for Dispensation of Parties’ Attendance at the Uncontested Divorce Hearing.
7 Request for Uncontested Divorce Hearing in Open Court.
8 See para 2 of ePractice Directions No 4 of 2010.
9 Form 21A of ePractice Directions No 4 of 2010.
10 Form 21B of ePractice Directions No 4 of 2010.
11 On the fact of adultery.
12 Sections 95(3)(d) [3 years’ separation with consent] and 95(3)(e) [4 years’ separation] of the Women’s Charter, Cap 353.
13 On the fact of 3 years’ separation with consent of the other party.
14 Memorandum of Appearance (Defendant).
15 Request for Dispensation of Parties’ Attendance at the Uncontested Divorce Hearing.
16 Section 93 of the Women’s Charter, Cap 353.
17 Section 3(5) of the Women’s Charter, Cap 353.
18 See Helen Diane Womersley (now) v Nigel Maurice Womersly [2003] SGDC 186.
20 See Law Gazette article April 2012 “Separation Anxiety: Living separate and apart, living together yet living apart – When is a separation a separation for purposes of divorce?”. 
Interview with Mr George Lim, SC  
Law Society Pro Bono Ambassador 2013

Senior Counsel Mr George Lim is apologetic as he ushers the team from the Law Society’s Pro Bono Services Office (“PBSO”) out of the reception area at Wee Tay & Lim LLP. All the meeting rooms are occupied, he explains, but he will host us all for coffee instead at the newly-refurbished shopping mall in Chinatown Point, where his office is based. In the elevator, he tells us that a number of new eateries have opened. “You should come by for lunch some time – you’re located so close by!” Mr Lim, of course, would know: no stranger to PBSO, and certainly not to the Law Society, where he served as President from 1998-9, also serving in that same period as Vice-President of the Singapore Academy of Law. Today, Mr Lim sits on the Boards of the Singapore Mediation Centre, Singapore Land Authority, Singapore Institute of Legal Education, and the Pro Bono Management Committee of the Law Society. He also serves on the Alternative Dispute Resolution Advisory Council of the Subordinate Courts of Singapore.

We learn that Mr Lim also currently chairs Caritas Singapore, an umbrella organisation of 23 Catholic charities and agencies serving children and women-at-risk, prisoners, migrants, the mentally and physically challenged, those with HIV/AIDS, the financially poor and those in need, regardless of race or religion.

It is, indeed, any wonder he has found the time for a coffee break at all, but Mr Lim clearly gives generously of his time, and spends a good part of the morning walking us through his vision for pro bono in the coming year, graciously responding to further questions posted in an e-mail.

Having been awarded a Public Service Medal in 2005 for his contributions to the legal profession, Mr Lim’s appointment as the Law Society Pro Bono Ambassador for 2013 would seem a mere embellishment on a well-feathered cap. He clearly sees his new title as an important one, however. Mr Lim was in fact invited – twice before – to hold the ambassadorial position, but declined on both occasions. “To be honest,” he tells us, “when I was asked to be Pro Bono Ambassador, I felt that the award should go to a younger lawyer.” With many deserving young lawyers involved in pro bono work, the accolade could serve as further encouragement. Junior associates at his firm are encouraged to volunteer, he shares. “We are happy when our younger lawyers are involved.”

Mr Lim’s conviction in nurturing the pro bono spirit amongst young lawyers may be traced to his own early involvement in pro bono work. As a young law student, he recounts, he attended a free legal clinic conducted by the Singapore Association of Women Lawyers. “That allowed me to see law in action; and the need to make it available to those who could not afford a lawyer. So, when I qualified as a lawyer, I decided that it was something I wanted to do.”

Mr Lim went on to be involved in the setting up of the Criminal Legal Aid Scheme (“CLAS”), and was assigned its first case – a shoplifting charge, he recalls, which was withdrawn after representations. “It was very satisfying to do something which made a significant difference to my client’s future.” Today, as one of the Law Society’s flagship pro bono programmes, CLAS holds the potential to make significant differences to an ever-growing number of applicants. Applications for legal representation under CLAS have increased year-on-year for the past five years, and in 2012, 320 applicants found legal representation through the scheme. Mr Lim is clearly not one to rest on his laurels though, and envisions CLAS expanding further to universal coverage – ensuring no person charged with a criminal offence is unrepresented for lack of means to employ counsel.

After all, he tells us, it is very simply about ensuring access to justice, and he will do all he can to support and encourage
programmes to this end. Beyond the facilitation of criminal legal aid, PBSO has grown rapidly to include the running of legal clinics at the Subordinate Courts and Community Development Councils (“CDCs”) and the on-going development of variegated programmes of legal outreach and awareness for the community. Now actively involved in mediation, Mr Lim envisions this, too, being a part of the pro bono landscape. “I believe that there is scope to do pro bono mediation for deserving cases.”

As chairperson of Caritas, Mr Lim oversees a similarly comprehensive scope of work, premised as well on enabling and empowering positive action. “We are currently building a village for the poor in Toa Payoh, where we hope to provide integrated and holistic services to help the poor get out of the poverty cycle,” he tells us.

The community need clearly exists. The question, of course, is how this need can be met. I ask Mr Lim what his thoughts are on the proposal to make pro bono work mandatory for lawyers. “Mixed,” he admits. “Ideally, pro bono work should be voluntary and come from the heart. However, the reality is that too few lawyers are doing it, and it’s the same good souls who are involved. Making it mandatory will give pro bono work the boost that it needs to take it to a different level. Perhaps the challenge is how to convert the unconverted in the process.”

The appeal here is a very personal, heart-felt one. “Someone once told me that we stop growing as persons when we stop volunteering,” he says. “Doing volunteer work actually helps to give meaning to what we do. Once you are convinced about the value of doing something, I am sure you will find a way to balance your time.”
Dear Amicus Agony,

I have always been a very independent soul, and although I am grateful to the bosses at my present firm for all they’ve taught me, a particular seed of an idea has begun germinating in my restless mind – that is, to break away and start my own firm. I really want to do this soon, but have no idea whether I am too junior to do so (I’m still a fourth year Associate), or what the considerations involved would be (eg Can I take my existing clients with me? How would I go about maintaining my firm’s accounts properly?) Help please!

Yours excitedly,
Independent Irene

Dear Independent Irene,

Starting your own firm is an ambitious feat, especially for a young practitioner!

There are many things to consider before venturing out on your own. Apart from meeting the basic pre-requisites outlined in the Legal Profession Act, you should also consider the practical concerns such as how you would go about managing your own firm and whether you have a ready pool of clients.

And in case you were wondering, you cannot rely wholly on your firm’s existing clients to make up this pool. The clients you are servicing at your present job are clients of the firm, and we certainly would never suggest that you poach clients when you leave. You must inform the firm first before informing clients of your intention to leave the firm. To inform the clients first would be unethical. Apart from being unethical, you also don’t want to burn any bridges. That said, the firm may consent to you taking some of your clients with you, eg if you have developed close relationships with these clients and the clients themselves have expressed the intention for you to continue representing them. Please take note of Council’s Guidance Note 2 of 2012 which are guidelines for handling client files when a solicitor leaves a law practice.

Leaving the security of an established practice is not a decision to be taken lightly. I recommend you take the plunge only if you are confident that you are mentally prepared and well equipped to manage the “business” aspects of running your own practice without compromising on the standard of legal services you are able to provide. Running a business and lawyering are two separate and distinct tasks. You will need to find a balance so that both may be done well and with integrity.

Finally, never be afraid to ask for help if you need it.

Best of luck!

Amicus Agony

As the representative body for young lawyers in Singapore, the Young Lawyers Committee (“YLC”) focuses on issues relevant to those new to legal practice. Stay tuned to this monthly column for useful tips and advice, features and updates on YLC’s social and professional events.

Amicus Agony

Dear Amicus Agony,

One of the pre-requisites outlined in s 75C of the Legal Professional Act states that you must complete the Legal Practice Management Course conducted by the Law Society before you are able to set up practice as a sole practitioner. This course is designed to provide an overview of the practical considerations you will need to address prior to setting up your own firm. The course also outlines the financial fundamentals of running your own practice as well as your duties and responsibilities under the Legal Profession (Solicitors’ Accounts) Rules.

Apart from the applicable rules and regulations with which you should familiarise yourself, you may also want to start speaking to sole proprietors or practitioners who run small law firms. Pick their brains about the challenges they face and how they manage to overcome these. This will give you a much better idea about the challenges and benefits of setting up shop on your own.

Once you think you are ready, you may submit your request to start a firm (along with your proposed firm name) to the Law Society for approval. Check out the Law Society’s website for information on all you need to know about starting your own firm: http://www.lawsociety.org.sg/forMembers/ResourceCentre/RunningYourPractice/StartingaPractice/AGuidetoStartingaPractice/WhatEveryLawyerShouldKnow.aspx#5)

Leaving the security of an established practice is not a decision to be taken lightly. I recommend you take the plunge only if you are confident that you are mentally prepared and well equipped to manage the “business” aspects of running your own practice without compromising on the standard of legal services you are able to provide. Running a business and lawyering are two separate and distinct tasks. You will need to find a balance so that both may be done well and with integrity.

Finally, never be afraid to ask for help if you need it.

Best of luck!

Amicus Agony

Columns

The Young Lawyer
Dear Amicus Agony,

As a young lawyer who takes herself very seriously, I make it a point to pay close attention to issues and trends related to the profession. On this note, I do believe I have uncovered something which could be of grave importance to all junior practitioners who, like myself, are in the process of developing their professional identities. At the 2013 Opening of the Legal Year, both the Chief Justice and the Law Society President urged practitioners to observe the tenet of “courteousness of the Bar”. Now, I must say I am a bit confused as nobody has ever mentioned this notion to me before. I had thought all along that a lawyer’s only driving principle was to come out tops at all costs, but clearly the time has come for me to reflect on my past aggressions. I was hoping you would assist me in this process by enlightening me as to the genesis of this tradition of “gentlemanliness”. Where can I find rules on this in Singapore? And does this even apply to female lawyers like myself?

Yours faithfully,

Serious Sharon

Dear Serious Sharon,

Do you really need to find a rule on “gentlemanliness” or “courteousness of the Bar” before you are convinced that this is the proper way to conduct yourself as a professional member of the Bar? If so, you have me rather concerned. But seriously, Sharon (pun intended) – I suppose the fact that such rules are found in the Legal Profession Act means that the basic rules of conduct are well and truly entrenched in our system. The Legal Profession Act was first drafted in 1966 and commenced in 1967. Over the years and after multiple amendments, the foundation of the basic rules of conduct remain applicable to all members of the Bar, regardless of seniority or practice area. Legal professionals are all expected to be aware of how they should conduct themselves in Court and treat their clients and fellow practitioners.

Of course, different lawyers have their own style of presenting their arguments. Some people find that theatrics help them get their points across more forcefully; and there is nothing wrong with this. In fact when executed and delivered politely and respectfully, even vigorously contested arguments can be inspiring and a joy to watch.

However, putting down your opponent, making personal attacks, rolling your eyes or shaking your head derisively when your opponent presents his views are just plain rude. Such behaviour smacks of a lack of integrity, and does you no favours in your client’s/your opponents or the Judge’s eyes. Remember, you are a legal professional. Letting things get personal is unbecoming.

Sadly, this happens far too often and if it continues, the perception of lawyers will one day plummet in the public’s esteem. The only way to avoid this is to constantly bear in mind (and observe) the fact that as members of an honourable profession, we must always conduct ourselves with the requisite decorum.

Yours respectfully,

Amicus Agony
Melissa is a Senior Associate at Rodyk & Davidson LLP. Since she was a practice trainee in 2007, she has participated avidly in the Bench & Bar Games, representing the Law Society in both Ladies' Soccer and Netball. Leading up to her preparation for the Bench & Bar Games 2013, Melissa took time from her busy schedule to share her thoughts on the Games.

I have always enjoyed playing team sports and the Bench & Bar Games have given me the opportunity not only to continue this interest but also to get to know the fraternity. At present, I represent the Law Society in Ladies' Soccer and Netball, both of which I only started to play seriously when I began training for the Bench & Bar Games.

Balancing training and work is not always easy. I am a litigator and deal mainly with commercial disputes. As a result, the demands on my time at work can be very unpredictable, particularly as we start to prepare for trial. The sports that I play require me to train on average three times a week (Tuesdays and Thursdays for Netball and Sundays for Ladies' Soccer) in the months leading up to Bench & Bar. Often, work takes precedence over training, but as Bench & Bar draws closer, I will try my best to attend training and deal with my work after the training session and I am very thankful for the support and understanding of my colleagues and my firm in that regard. There are times when I feel the commitment to both work and sports is hard to keep up, but the penchant to do well at the Bench & Bar Games and the camaraderie that I have with my teammates drives me to be passionate at my sports. The time off also gives me a chance to de-stress, catch up with friends and keep fit!

To date, the most memorable Bench & Bar Games for me was in 2010 where we played in Penang. That year, I played Ladies' Soccer and scored the equaliser so that Singapore and Malaysia drew 1-1. There was a lot of stress and pressure on the team during that game as we had not lost to Malaysia in years and we were all glad for the equaliser. That little triumph was even sweeter because the Ladies' Soccer girls were picked up by the bus with the Netball team and the Singapore supporters, and we all cheered the equaliser on the way to the Netball game, which was right after Ladies' Soccer!

Moving forward, I hope that the Bench & Bar Games will include new sports such as Floorball and Touch Rugby, which I presently play for the Law Society at the Law Fraternity Games level. I also hope that this article encourages more young lawyers to come forward to participate in this year's and upcoming Bench & Bar Games – whether as a player or a supporter of Team Singapore – and I look forward to seeing all of you at this year's Games which will be held from 16 to 18 May 2013.

Melissa Thng
Member of Law Society's Ladies' Soccer and Netball Team
Rodyk & Davidson LLP

Ladies Soccer, Bench & Bar Games 2010

The Bench & Bar Games 2012 Netball team. The writer is at the front row, 5th from left.
Legislation

Personal Data Protection Act: Partial Commencement on 2 January 2013

On 2 January 2013, provisions in the Personal Data Protection Act 2012 (the “PDPA”) relating to the scope and interpretation of the PDPA, establishment and powers of the Personal Data Protection Commission (the “Commission”), the Data Protection Advisory Committee, and other general provisions came into force.

The PDPA will come into operation and be enforced in phases, with the provisions relating to the Do Not Call Registry (the “DNC Registry”) coming into force in early 2014 and the provisions relating to personal data protection coming into force in mid-2014.

The PDPA will establish the Singapore regime for the protection of personal data. The DNC Registry, once established, will facilitate individuals to opt out from receiving some types of marketing messages. The Commission will administer and enforce the requirements under the PDPA. The Commission will, among others, issue advisory guidelines for organisations to comply with the PDPA, from the first half of 2013. The Commission will also work closely with sectoral regulators such as the Monetary Authority of Singapore, as well as associations including the Singapore Business Federation and the Consumer Association of Singapore to help organisations adjust to and comply with the PDPA.

From 2 January 2013, further information on data protection and related matters, including the DNC Registry, can be obtained from the new Personal Data Protection Commission website www.pdpc.gov.sg.

Income Tax (Amendment) Act 2012 in Force on Various Dates: Implementing Budget 2012 changes

The income tax changes announced in the Government’s 2012 Budget will be implemented from various dates following the gazetting of the Income Tax (Amendment) Act 2012 on 21 December 2012. Related amendments will be made to the Economic Expansion Incentives (Relief from Income Tax) Act.

The key changes are as follows:

1. Enhancement to the Productivity and Innovation Credit (“PIC”) Scheme: The PIC Scheme will be enhanced by increasing the cash payout rate from 30 per cent to 60 per cent for up to S$100,000 of qualifying expenditure, from Year of Assessment (“YA”) 2013. The cash payout will be paid on a quarterly rather than yearly basis.

2. Provision of certainty on non-taxation of companies’ gains on disposal of equity investments: Gains derived from the disposal of ordinary shares by a qualifying divesting company will not be taxed, if the qualifying divesting company had held at least 20 per cent of the ordinary shares in the investee company for a continuous period of at least 24 months prior to the disposal of the shares. This measure is applicable to disposals of ordinary shares made during the period from 1 June 2012 to 31 May 2017 (both dates inclusive). The Inland Revenue Authority of Singapore (the “IRAS”) has since issued a circular entitled “Income Tax: Certainty of Non-taxation of Companies’ Gains on Disposal of Equity Investments” dated 30 May 2012.

3. Enhancements to the Mergers and Acquisition (“M&A”) Scheme: A 200 per cent tax allowance will be granted on the transaction costs incurred on qualifying M&A, subject to an expenditure cap of S$100,000 per YA. The tax allowance on the transaction cost is to be written down in one year.

4. Enhancement to Real Estate Investment Trusts (“REITs”): A REIT that makes distributions to unitholders in the form of units can continue to enjoy tax transparency subject to certain conditions being satisfied.

Payment Systems (Oversight) (Amendment) Bill 2012 Passed in Parliament

On 14 January 2013, the Payment Systems (Oversight) (Amendment) Bill 2012 (the “Bill”) was passed in Parliament. The Bill amends the Payment Systems (Oversight) Act (the “Act”) to strengthen the oversight of the Monetary Authority of Singapore (the “MAS”) over designated payment systems and aligns Singapore’s payments regulations with leading international standards, as set out in the Principles for Financial Market Infrastructures (“PFMI”) established by the Bank for International Settlements (“BIS”) and the International Organization of Securities Commissions (“IOSCO”).
The amendments shall come into operation on a date to be gazetted.

The Act will be amended in the following three key areas:

1. Exclude the MAS in its capacity as a participant, an operator or a settlement institution of any payment system, from the application of Part V (obligations of operators and settlement institutions of a designated payment system) and Part VI (oversight powers over designated payment systems) of the Act.

2. Introduce a new section that provides an express provision for safeguarding the confidentiality of the information contained in reports issued by the MAS to the operator or settlement institution of a designated payment system.

3. Expedite the exercise of the MAS' emergency powers in relation to an operator or settlement institution of a designated payment system during an emergency, such as when the operator suddenly becomes insolvent, is unable to carry out its functions or continues to operate the system in a manner that is detrimental to its participants. With this amendment, the MAS will be able to take immediate regulatory action during a crisis as necessary to minimise any adverse impact on the participants of the designated payment system or the transmission of the crisis to the rest of the financial sector.

Civil Law (Amendment) Act 2012


The Amendment Act seeks to clarify and expand the scope of s 27 of the Civil Law Act to allow the Public Trustee to assist in some matters relating to otherwise ownerless property that accrues to the government (bona vacantia) upon the death of individuals.

Section 27 has been amended to clarify that the section also covers land that the government may become entitled to upon the death of an individual.

Further, the Minister will be empowered to bring within the scope of the section, property that may accrue to the government (as bona vacantia) as a result of distribution in accordance with certain written laws which deem the property as not part of the estate of a person. An example of such a law is the Central Provident Fund Act under which property that would otherwise form part of the estate of a person are deemed not to so as to protect the property from creditors; and

The Civil Law (Bona Vacantia Laws) Order 2013 (S87/2013) has also been issued and came into force on 15 February 2013.

Elizabeth Wong
Allen & Gledhill LLP
Changes, Challenges and Choices

Being loyal residents who had grown up in the eastern part of Singapore, the Wife and I wanted only to purchase our first matrimonial home there in 2004. We also wanted to live near to our parents who are living in the east. That only left us options in Simei, Tampines and Pasir Ris. The walkabout we did at Tampines Central made me want to run for safety. It has three times the number of human beings to the actual physical space. Pasir Ris was just too vast and sedate – it felt like living in some obscure part of New Zealand. The Simei housing estate was the most ideal location – I have always wanted to live in a small housing estate. It is quiet. There are no maddening crowds and yet there is a sufficient level of activity and life to make the place interesting.

We found a flat opposite the only mall, Eastpoint, which was adjacent to the Simei MRT station. It was a five-room flat in a nine-year-old HDB block. The unit was spacious – space is very important to me and the Wife. Although we were on a low floor, there was very little traffic. One part of the living room faced a small hilly plot of land next to the MRT tracks and two schools. We felt that the house met all the requirements of our first love nest which we moved into in January 2005.

Eight years have passed. We have since realised our naivety. There is no such thing as a quiet housing estate in Singapore. A condominium housing some 600 units is being built next to us. A developer bought the hilly space and is building a claustrophobic looking condominium with a fanciful New York name. I am still figuring out who is the more insane one – the developer who thought he could sell shoebox units facing a very noisy two-way road or the purchasers of these units. As the blocks quickly rise up and hungrily consume the once peaceful green space, my mind is now even clearer than the sea water in Desaru that I am not buying a condominium in Singapore unless it has at least 2,000 square feet. Why empty my savings and take on a large liability which I have to slave harder to pay for, yet live in an even smaller space than my present flat?

I also question the minds of our urban development planners in Simei. The population is slowly exploding, which the prevailing infrastructure and amenities cannot support. Nothing is being done to ease the human traffic. It is crowded and the noise along the roads drowns our thoughts, our voices and the sounds emitting from our TV even at 10.00 in the night.

Eastpoint mall has just been closed to make way for a new and spanking mall in about 18 months’ time. How will the growing and burgeoning needs of the community be met in the mean time? The MRT stations plying the east-west line are so crowded. More and more people have caught on our idea of travelling two stops up to Pasir Ris which is the terminating MRT station to beat the crowd to get a seat to make the 45-minute journey to the CBD area in some decent level of comfort.

Living in Singapore is really very exciting now – at least to see how life will be like in the midst of the changes Singapore
is currently undergoing (no, we are not even talking about getting along or building bonds with the citizenry). Singapore is the new Hong Kong and Tokyo in terms of the increasing human population even as you read the column (do we still need the citizens to have more babies?) It is the new London and New York for its diverse migrant population.

Simei is a popular conclave of the North Indians and the Filipinos. When I take a taxi from the office to home, the taxi driver never fails to ask me whether I am going to Melville condominium, a popular accommodation for the Indian migrants. The next question is whether I am from India. I used to feel very unhappy at being mistaken for an Indian migrant. After eight years of frequent questioning, I am no longer offended.

This is life in a cosmopolitan city, my brother who has been living in San Francisco for the last 10 years tells me. The residents of San Francisco face the same concerns as Singaporeans. A cosmopolitan lifestyle is not all that attractive. It has its challenges and frustrations. We pay a price for the cosmopolitan city life.

How did our fathers and forefathers manage when they arrived in Singapore in the early years? Did they face similar problems from the residents living in Singapore then? Perhaps, we can also learn from the experiences of other cosmopolitan cities instead of trying to craft policies to handle these new pressing problems that are forced upon us.

Being a migrant society, we are likely to continue to have immigrants coming into Singapore in the future. Even the legal profession is not spared from the entry of foreign lawyers. We need to inculcate personal qualities such as patience, tolerance and openness. We have to find creative solutions to overcome these challenges – even simple ones such as ordering food from stallholders who do not speak English or protecting ourselves from parents who push their children’s prams in our faces or the jostling in crowded MRT trains with people who have no regard for personal space.

The difficulty that many of us are encountering is accepting the new changes. After all, no one likes change. Why should life change for those who are born and bred here? Why should we be accommodating to the migrants? Why should we adjust to their behaviour and ways? There are two options for us – we either accept or do not accept the changes. If we do not accept the changes, we can move out of Singapore and out of our comfort zone, or we remain here and refuse to change and continue to complain like we are doing now.

I remember the Serenity Prayer which I came across many years ago:

God grant me the serenity
to accept the things I cannot change;
courage to change the things I can;
and wisdom to know the difference.

Living one day at a time;
Enjoying one moment at a time;
Accepting hardships as the pathway to peace.

Reinhold Niebuhr

Well, at least, we cannot complain that life in Singapore is boring anymore.
Principles of Civil Procedure is a long-awaited comprehensive text book for civil litigation in the 21st Century in Singapore. The first text book on civil litigation in Singapore was also authored by Professor Jeffrey Pinsler SC (Civil Procedure, Butterworths Asia, 1994). Subsequent to 1994, though Professor Pinsler produced a number of related books on civil procedure and they include Supreme Court Practice (the latest edition being 2009) and the Evidence and the Litigation Process (Third Edition, 2010), both published by Lexis Nexis, neither of the two is a complete and current text book on Civil Procedure in Singapore. The Supreme Court Practice (2009), like its earlier editions, is arranged sequentially according to the various Orders of the Rules of Court of Singapore, akin to the famed White Book in England and the Supreme Court Practice (Third Edition, 2010), its primary focus is not civil procedure. It is only in Part VI that the trial process is covered. Even then, it is not dedicated to civil trials and that part of the book equally applies to non-civil trials. The vast majority of the book ie Parts I to V cover the law of evidence as the title of Evidence and the Litigation Process suggests.

While Professor Pinsler has produced no less than 16 major works (excluding legal journal articles) as writer and/or general editor, the completion and publication of Principles of Civil Procedure must surely have been a jubilant moment worth celebrating about. Having taught generations of law students civil litigation, this textbook fully enshrines the legislation, cases, materials and resources that every law student (including candidates for Civil Litigation in Part B of the Singapore Bar Exam) and practitioner will find useful. The author has endeavoured to state the case law as it stood on 15 July 2012.

The arrangement of the contents in Principles of Civil Procedure is extremely well-thought-out. The development of the chapters reflects the various stages of civil litigation from commencement of action, pleadings, disclosure, trial, judgments, enforcement, appeals and ends with costs. This logical flow not only mirrors the realities of civil litigation, it is also how law students are taught civil procedure both in law schools as well as the preparatory course for Part B of the Singapore Bar Exam. This arrangement of the contents is certainly more user-friendly and intuitive for someone less familiar with the subject as it allows the reader to focus on that particular stage of the proceedings rather than having to search for the relevant Order of the Rules of Court in order to find out a particular point or issue in the Supreme Court Practice (where the contents are arranged according to the Orders of the Rules of Court).

This massive work on civil procedure by Professor Pinsler is an innovation. The contents are divided into ten distinct parts. At the beginning of each part, there is a pullout flowchart that carefully, concisely and cogently sets out the Core Principle governing each of the ten parts. The Main Principles that impact each chapter classified under that Part are also laid out along with the Subsidiary Principles that apply to each chapter. Professor Pinsler diligently repeats this structured format for all ten parts of the book. Each of the ten pullouts serves as a concise summary of the legal principles to each part of the book and its antecedent chapters. To improve the presentation of these pullout flowcharts, in the next print, Professor Pinsler can consider setting out the “title” of each chapter in the inset instead of just the chapter number. This will assist readers to connect more quickly to the main principles and subsidiary principles laid down for each chapter.

Every chapter ends off with the applicable prescribed forms that are found in the Rules of Court. As civil procedure is a very practical subject, awareness of the existence of relevant forms is absolutely critical. By including the forms in every
Sale of Ships Under The Singapore Form
by Charles Debattista & Filippo Lorenzon

As the first book ever to dedicate itself to the explanation of the sale of ships under the Singapore Sale Form (SSF), it serves as a guiding light to those new to the SSF and who wish to appraise themselves of the pros and cons of using the Form. This book provides a detailed clause-by-clause commentary of the Form, the case law from which it has drawn inspiration and the main differences between the Singapore text and the two editions of the Norwegian Sale Form.

Targeted at shipping lawyers in the practice of the sale and purchase of ships, the authors’ examination of the SSF lays bare to their readers, the bones of the Form and its construction in light of industry precedents. More importantly, the book also contains a number of tips on how to make the most of this new Form, providing the sale and purchase practitioner with the essential reference tool for the negotiation, closing and enforcement of any ship sale, including the details of Singapore arbitration proceedings.

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About the Authors

Charles Debattista LL.D. (Malta), M.A. (Oxon); MCIArb is an Associate Member at Stone Chambers in Gray’s Inn. He is an active arbitrator in international maritime and international trade disputes and takes appointments as arbitrator under LMAA, SCMA, GAFTA, FOSFA and ICC Rules; he also takes instructions as advocate in arbitral disputes. Charles has written many books and articles in his specialist subjects and has also been very active in the drafting of international trade instruments such as Incoterms.

Charles was Professor of Commercial Law at the University of Southampton until 2011, where he taught and published in the fields of Carriage of Goods by Sea and International Trade Law since 1979. One of the founding members of the Institute of Maritime Law, he was twice its Director.

Filippo Lorenzon (LL.D., LL.M., FCIL) is the Director of the Institute of Maritime Law, a Senior Lecturer in the Law School at the University of Southampton and a Consultant at Campbell Johnston Clark LLP in London.

Filippo is a dual qualified lawyer with a wealth of experience in maritime contracts across several jurisdictions.


Accepting pre-orders now, this book is scheduled to be published in April 2013!

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chapter, readers not only save a lot of time in research, they are better guided to the correct legal instruments.

Incidentally, Chapter 1, which serves to introduce the subject on civil procedure is also helpful for those who need more information on Singapore’s Legal System, especially the structure of the local Courts. It is also refreshing to see a good coverage on “unless orders” in the opening chapter of the book. By locating “unless orders” at the beginning, it serves as a stark reminder that compliance with procedure and orders of Court is paramount in litigation. Chapter 2 also takes a novel approach by covering methods of alternative dispute resolution (“ADR”). Though ADR is integral in civil litigation, text book writers rarely include ADR in the contents.

The novelty in approach is also apparent in the introductory and the substantive parts of the book. For instance, Part III of the book is cheekily titled “Early Termination by Assault and Default” covering summary judgments, striking out and setting aside of default judgments. I am particularly grateful to Professor Pinsler for including Chapter 16, “Drafting Pleadings” under Part V of the book. Drafting is not taught in law schools but only at the preparatory course for Part B of the Singapore Bar Exam. Law students and fresh litigation lawyers are always thrown into the deep end when it comes to drafting pleadings, especially the Statement of Claim. They learn from trial and error which is a costly process. Students and instructors at the Part B preparatory course will certainly welcome Chapter 16 as an additional resource to impart principles of drafting pleadings. Hence, this chapter on drafting pleadings is most timely.

Another extremely helpful addition in the text is Chapter 23 on the “Enforcement of Foreign Judgments and Singapore Judgments Abroad”. With the rapid rise of cross-border transactions, Professor Pinsler astutely devotes an entire chapter to this important area of civil practice setting out exhaustively the procedure, practice and policy considerations on reciprocal enforcement of judgments. Practitioners will find this chapter illuminating. It creates an awareness of common pitfalls under the relevant legislation such as the Reciprocal Enforcement of Commonwealth Judgments Act (Cap 264, 1985 Ed) and the Reciprocal Enforcement of Foreign Judgments Act (Cap 265, 2001 Rev Ed). The discussion and analysis on recent key judgments in this area including Westacre Investments Inc v The State-Owned Company Yugoimport SDPR [2009] 2 SLR (R)166 (implications of delay in registering a judgment) and Poh Soon Kiat v Desert Palace Inc [2004] 4 SLR (R) 690 are most beneficial (registrability of a judgment in respect of a cause of action which for reasons of public policy could not have been entertained by the registering Court).

Professor Pinsler could, however, have devoted a little more space to some of the emerging areas of civil procedure. For instance, electronic discovery is hardly discussed in the text. That said, given the size of the book, and that electronic discovery is understandably a fairly technical area of civil procedure, it might be more appropriately dealt with in a specialist work such as a monograph. Another area where more coverage would have helped is the concept of “proportionality in costs” (an amendment to Appendix 1 to O 59 of the Rules of Court which took effect from 15 September 2010) since practitioners have yet to fully appreciate this nuanced approach. The landmark decision of the Court of Appeal in Lin Jian Wei v Lim Eng Hock Peter [2011] 3 SLR 1052 on proportionality in costs was referred to but only briefly addressed at Chapter 26 on “Costs” at the relevant paragraphs including 26.032, 26.033, 26.044 and 26.047. Finally, little is known or understood by practitioners on the inherent jurisdiction and inherent power of the Court in civil litigation. In this regard, Professor Pinsler has helpfully set out at paragraph 01.006 the essential principles as distilled from the recent cases and journal articles on this subject. From the vast number of authorities cited in the corresponding footnotes to the paragraph and given the perennial interest in this area of the law, it would have been a good opportunity to detail the various legal arguments in support for the Court’s inherent power and how it should be exercised. Professor Pinsler may, therefore, like to consider enlarging the discussion of some of these areas in the next edition.

Should Professor Pinsler like to consider expanding the scope of coverage in subsequent editions, the following are some suggestions: the adversarial system of litigation in Singapore; the history and development of case management in Singapore and the overriding purpose, principles, and obligations of parties and legal practitioners; procedures to prevent waste and abuse; and possible future reforms to civil procedure.

This publication is no doubt an excellent resource for students, teachers and civil practitioners. Besides purchasing copies for personal use, libraries of law schools and law firms should acquire multiple copies of the book to facilitate longer term loans and additional copies for reference under the Red Spot and/or Course Reserves.

Tan Boon Heng*

Notes

1 Tan Boon Heng. District Judge, Subordinate Courts of Singapore, Adjunct Faculty, School of Law, Singapore Management University, LL.B. (Hons), National University of Singapore, LL.M., University of California at Berkeley.
An Empire State of Mind

“New York. Concrete jungles where dreams are made of …” so Alicia Keys’ big hit Empire State of Mind goes. Insane as it was to fly to the bitterly cold Big Apple on New Year’s Eve, I wanted to revisit Broadway and soak up that addictive musical energy that only New York can offer.

Tell most New Yorkers you are on a theatre trip and most will want to know what you are watching. I received this response when arriving at John F. Kennedy International (“JFK”). The immigration officer nearly leapt out of his cubicle in excitement when I told him I had tickets for The Book of Mormon. He was quick to tell me how disgustingly rude it is and information about the writers, Matt Stone and Trey Parker, creators of the famous TV show South Park. I know all this. However, I had to listen to his monologue. This is US immigration after all. In the distance, I could see my suitcase going around the conveyor belt, solo. Finally, I told him I was watching the musical tonight and had to get going. The response was “Oh of course, honey! Have a great time!” I picked up my lonesome suitcase and dashed out into the biting cold.

Winning nine Tony Awards including Best Musical in 2011, The Book of Mormon, a religious satire, could easily offend. Give it the full 2.20 hours of the show, it is hilarious, even to some Mormons. It tells the story of two young naïve Mormon missionaries sent to a remote village in Uganda, where a brutal warlord is threatening the local population. The two missionaries try to share the Book of Mormon, but have trouble connecting with the locals, who are more
worried about poverty and war than taking a new faith. As warned by my friend at JFK, it is terribly rude. I enjoyed it. I booked my tickets for Once well in advance. It won eight Tony awards including best musical in 2012. Once is a story of a broken-hearted Dublin street musician who meets a young Czech girl who takes interest in his music. They end up inspiring each other through song and composition. The composers Glen Hansard and Markéta Irglová starred in the film version of the same name in 2006. The unique ensemble consists of actors playing acoustic guitars, fiddles, violins, cellos, the piano and the accordion. This was pure multi-talent on stage. The music, married with a love story, comes to you in a very real world scenario. I loved it. About 20 minutes before curtain call, the actor-musicians have a jam session and you get to sit on stage with them. Every inch of stage space is utilised. Come intermission time, where is the bar? On stage too! It was great to meet the leads, Steve Kazee and Cristin Milioti who play the role of “Guy” and “Girl” respectively in the musical.

Nice Work If You Can Get It, at the Imperial Theatre, is set in New York in the roaring twenties during the Prohibition movement. A wealthy playboy played by Matthew Broderick, parties the night away on the eve of his wedding and meets a feisty bootlegger played by Kelli O’Hara. This is a classic Gershwin musical and Matthew Broderick does it justice by singing and dancing some Gene Kelly-esque moves, swinging different chorus girls around to catchy melodies. The audience just adores him. Vocally, the star of the show is Kelli O’Hara. Her delivery of Gershwin’s “Someone to Watch over Me” is brilliant. While singing this romantic number, she loads her rifle ready to shoot the next person who tries to snag her bootlegged case of whisky. This lady does not need looking after. I cheekily wrote a note to Mr Broderick, scribbled on my Wonder Woman notepad, the only writing material I had with me at the time. I passed it to an usher. Some 20 minutes later, Matthew Broderick came out to meet me for a brief chat and a photo. He looked a little alarmed, maybe because he was expecting to meet a five-year-old and even more alarmed when I called him by his first name. Wonder Woman has worked her magic. Others benefitted from my efforts as a crowd came surging shortly after. I only had a moment to tell him how wonderful he was as the one and only Ferris Bueller.

My theatre experience was not limited to musicals. I was lucky to catch Cat on a Hot Tin Roof at the Richard Rodgers Theatre. Many would know the film version of Tennessee Williams’ play starring Elizabeth Taylor and Paul Newman. On Broadway, Maggie the Cat is played by the stunning Scarlett Johansson and Brick is played by Benjamin Walker. Brick, an alcoholic ex-football player, drinks his days away and resists the affections of his wife, Maggie. His reunion with his father, Big Daddy (played by Ciaran Hinds), who is dying of cancer, brings up memories and revelations for both father and son. I felt this stage version was truer to Williams’ writing than the 1958 film version. The desperation of a wife’s unreciprocated love and the reasons for the couple’s unresolved problems become more apparent. Scarlett Johansson transforms herself with a deep Southern accent, her voice huskier to show that she is a woman who knows about hard times. Without the use of microphones, the actors were reliant on their strong voice projection. Every line that needed impact resonated through the sizeable theatre, creating an air of tension and emotion. The true pang of sadness is felt when Maggie’s in-laws taunt her for not being able to have children of her own. The anguish she feels is conveyed by the change in her expression, from being as upbeat as she can on the
The first edition of this book was published in 2005 when the Building and Construction Industry Security of Payments Act 2004 first came into force. Since then, nearly 800 adjudication applications have been filed. The Second Edition of the book will be an extensive revision of the First Edition. The text has been expanded by more than a third, and the book now contains 21 chapters.

Important updates have been made to the various chapters as a result of the significant volume of case law material from the Singapore courts. Discussion on the following important cases has been included:

• Chua Say Eng v Lee Wee Lick Terence (2012)
• Tiong Seng Contractors (Pte) Ltd v Chuan Lim Construction Pte Ltd
• SEF Construction Pte Ltd v Sky Connected Pte Ltd
• AM Associates (Singapore) Pte Ltd v Laguna National Golf and Country Club Ltd
• Chip Hup Hup Kee Construction Pte Ltd v Ssangyong Engineering & Construction Co Ltd

Crucially, the new edition considered the Court of Appeal decision in Chua Say Eng v Lee Wee Lick Terence which was delivered in November 2012. The revised text discusses the functions of the adjudicator as laid down in that decision and the impact this is likely to exert on the positions which parties are likely to take as a consequence. Chan Sek Keong CJ who delivered the judgment on behalf of the Court in that case also contributed a substantial Foreword which discusses some of the broader policy considerations in that decision.

Apart from updated caselaw, the updated text also draws upon adjudication determinations and presents new forms, charts and diagrams. It also features a chapter on the Malaysian Construction Industry and Adjudication Act 2012, which was enacted recently in Malaysia.

Authored by one of the leading writers on construction law in the region, this book is expected to be quickly positioned as a leading text on the subject.
A highly intense play and I believe worthy of some awards this year.

Good entertainment does not necessarily come with a heavy price tag. Broadway aside, the spirit of expression in whatever form, music, stand-up comedy, acting, singing and dance is all around you in New York. Even in the dead of winter, street musicians were out, playing for tips and hoping to be noticed. There were violins in Central Park, pianos in Washington Square Park, guitars at Bryant Park. There was no shortage of comedy bars and "open-mic" nights and I enjoyed this as much as the conventional Broadway theatre productions. Even in restaurants, a good number of waiters, waitresses and bartenders are looking for their big break in that audition. It is a hard life and you hope with their talent and eagerness, this will pay off one day. I noticed how even those who have succeeded, remained accessible to the public. They were audition-hopefuls at one time too. A majority of the actors I met expressed gratitude that you came from so far away to see their show. They were more than happy to chat by the stage door, even in the freezing cold.

A week later, back in Singapore, at my guitar lesson, I presented my instructor with the sheet music from *Once* and promptly told him “Let’s set aside the exam pieces for now. Let’s play this”. He took a moment to review the sheet music and then he looked up with a big smile and said “Oh yes, let’s!” It has been a great start to 2013.
Invitation for Contribution of Articles

The Singapore Law Gazette ("SLG"), an official publication of the Law Society, aims to be an educational resource for both practising lawyers and in-house counsel, a forum for debate, and a useful reference of high quality commissioned articles covering all legal specialties.

Members of the Law Society, non-practising legal professionals and professionals in related fields are welcome to submit well-researched manuscripts that are of educational merit and likely to be of interest to a wide-ranging legal audience.

Submissions are welcome throughout the year. All submissions should be unpublished works between 1,500 to 2,500 words and are subject to the Law Society’s review.

The SLG is the premier legal journal for all lawyers and other related professionals practising in Singapore. Our articles are read by 5,000 readers including practitioners, the judiciary, the legal service, the academia, libraries, overseas bar associations and a significant number of in-house counsel in Singapore.

We look forward to hearing from you!
New Law Practices

Ms Tan Siew Hong has, with effect from 3 January 2013, commenced practice under the name and style of Tan Siew Hong Law Chambers at the following address and contact numbers:

7 Temasek Boulevard
#44-01 Suntec Tower One
Singapore 038987
Tel: 6430 6617
Fax: 6430 6618
E-mail: tshoffice@gmail.com

Mr Sinnaiah Kalai Arasan (formerly of Centro-Legal LLP) has, with effect from 18 January 2013, commenced practice under the name and style of Arasan Law Chambers at the following address and contact numbers:

151 Chin Swee Road
#06-08 Manhattan House
Singapore 169876
Tel: 6835 3350
Fax: 6835 3352
E-mail: sal@alc.com.sg

Ms Chia Hue Siew (formerly of Pacific Law Corporation) has, with effect from 21 January 2013, commenced practice under the name and style of Chia Hue Siew Law Practice at the following address and contact numbers:

341 Upper Bukit Timah Road
#08-14
Singapore 588195
Tel: 9625 5810
E-mail: huesiew184@gmail.com

Ms Kamala Dewi d/o Poologanathan (formerly of Centro-Legal LLP) has, with effect from 21 January 2013, commenced practice under the name and style of Centro Legal Law Corporation at the following address and contact numbers:

151 Chin Swee Road
#02-21 Manhattan House
Singapore 169876
Tel: 6235 0633
Fax: 6235 6939

Mr Lalwani Anil Mangan (formerly of Bernard & Rada Law Corporation) has, with effect from 1 February 2013, commenced practice under the name and style of Lalwani Law Chambers at the following address and contact numbers:

133 New Bridge Road
#15-03 Chinatown Point
Singapore 059413
Tel: 6557 0215
Fax: 6557 0206
E-mail: contactus@dllclegal.com
Website: www.dllclegal.com

Conversion of Law Practices

The partnership of Ho & Wee converted to a limited liability partnership, Ho & Wee LLP on 7 January 2013. The address and contact numbers of the law practice remain unchanged.

The following are partners of Ho & Wee LLP: Mr Robert Wee Meng Hoe, Mr Seow Han Chiang Winston and Ms Wee Chiu-Yen Marjorie (all formerly of Ho & Wee).

Dissolution of Law Practices

The law practice of Looi & Co dissolved on 31 December 2012. Outstanding matters of the former law practice of Looi & Co have, with effect from 1 January 2013, been taken over by:

Gateway Law Corporation
20 Cecil Street
#04-02 Equity Plaza
Singapore 049705
Tel: 6221 6360
Fax: 6221 6375

The partnership of Leong Chia & Lee dissolved on 1 February 2013. Outstanding matters of the former law practice of Leong Chia & Lee have, with effect from 2 February 2013, been taken over by:

Tan Kim Seng & Partners
101 Cecil Street
#18-01/05 Tong Eng Building
Singapore 069533
Tel: 6223 9644
Fax: 6225 7041

Change of Law Practices’ Addresses

Guan Teck & Lim
150 Cecil Street
#09-03/04
Singapore 069543
Tel: 6225 1155
Fax: 6225 1156
(wef 15 January 2013)

Quantum Law Corporation
150 Cecil Street
#09-02
Singapore 069543
Tel: 6325 1966
Fax: 6223 4388
(wef 28 January 2013)

Soraya H. Ibrahim & Co
228 Changi Road
#02-06 Icon @ Changi
Singapore 419741
Tel: 6447 6138
Fax: 6447 6139
(wef 14 January 2013)

Change of E-mail Addresses

Edmund Hendrick & Partners
E-mail: ehendrick_prs@singnet.com.sg

Jose Charles & Co
E-mail: josecharles@singnet.com.sg
## Information on Wills

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<th>Name of Deceased (Sex)</th>
<th>Last Known Address</th>
<th>Solicitors/Contact Person</th>
<th>Reference</th>
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<tr>
<td><strong>Teo Cher Chye (F)</strong></td>
<td>Blk 422 Ang Mo Kio Avenue 3 #04-2542 Singapore 560422</td>
<td>Hoh Law Corporation 6553 4800</td>
<td>YM/P50090/13/at</td>
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<tr>
<td><strong>Cheng Sim Hwee (F)</strong></td>
<td>73 St Mobhi Road Glasnevin, Dublin 9 Ireland</td>
<td>Robert Wang &amp; Woo LLP 6336 0123</td>
<td>VS/2013000099/as</td>
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<tr>
<td><strong>Yap Chin Siong (M)</strong></td>
<td>Blk 68 Circuit Road #09-93 Singapore 370068</td>
<td>Ling Das &amp; Partners 6533 7887</td>
<td>DAS/138577/YKH/rh</td>
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<tr>
<td><strong>Tan Ah Bin (F)</strong></td>
<td>75 Jalan Pintau Singapore 577122</td>
<td>Yik Koh Teo LLC 6323 0068</td>
<td>LVM/139108/CT/ns</td>
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<tr>
<td><strong>Tan Nallammah Ruth nee Navarednam (F)</strong></td>
<td>43 Binjai Park Singapore 589843</td>
<td>Rajah &amp; Tann LLP 6535 3600</td>
<td>MPK/LQI/317147/1</td>
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<tr>
<td><strong>Lim Ah Hong (M)</strong></td>
<td>Blk 842E Tampines Street 82 #03-114 Singapore 525842</td>
<td>Wong Chai Kin 6223 0263</td>
<td>WCK/9041.12/O/P</td>
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<tr>
<td><strong>Miles Joyce, Mrs D’Rozario Joyce (F)</strong></td>
<td>Blk 8 Ghim Moh Road #03-279 Singapore 270008</td>
<td>Harold Seet &amp; Indra Raj 6534 0122</td>
<td>IR.2012.173.1202</td>
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<tr>
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<td>Selvam LLC 6311 0030</td>
<td>LKS/RPD/Estate. CKChoo2013</td>
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<tr>
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<td>Malkin &amp; Maxwell LLP 6327 1088</td>
<td>2013010G</td>
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<tr>
<td><strong>Sunder Singh (M)</strong></td>
<td>244 Lorong Chuan #10-04 Singapore 556745</td>
<td>K S Loo &amp; Co 6225 0311</td>
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If it is time to break out of your current role,
JLegal can help you hatch a new career path.

Disputes Associate – UK Firm, 2-5 years PQE
An excellent opportunity to join the Singapore office of a global firm with a top pedigree in international arbitration and cross-border litigation work. The ideal candidate will most likely be Singapore or E&W qualified and practising in an international firm, or local firm with a top tier disputes practice. Arbitration experience very desirable.

Please contact Fred Dos Santos at JLegal in Singapore on +65 6818 9701 or submit your resume to fred@jlegal.com quoting Ref no: FDS-PS 1269

Private Client Lawyer – International Firm, 3-4 years PQE
A fantastic opportunity for a private wealth lawyer to join a prestigious private client firm in Singapore. The firm specialises in tax, trusts and estate planning as well as acting for high net worth individuals, and requires one UK and one US qualified lawyer to join their team. Successful candidates will have cross-border trusts and estates experience, gained from a leading private client team in London or the US.

Please contact Fred Dos Santos at JLegal in Singapore on +65 6818 9701 or submit your resume to fred@jlegal.com quoting Ref no: FDS-PS 1275

Legal Advisor – Renowned European Bank, 5-10 years PQE
This European bank with a significant presence in Singapore is seeking a legal advisor to assist with their businesses throughout the Asia Pacific region. The successful applicant will also be providing advice, documentation and transactional support with respect to sales and trading activities across a broad range of asset classes. Knowledge of banking regulations is advantageous.

Please contact Jasmine Sim at JLegal in Singapore on +65 6818 9701 or submit your resume to jasmine@jlegal.com quoting Ref no: JXS-IS 1267

Corporate Counsel – Global Hotels Group, 5+ years PQE
Be part of the dynamic Singapore-based legal team supporting the regional operations of this premier hotel group. The ideal candidate should have real estate or hospitality industry experience gained with a leading practice and/or established MNC. You will be a confident communicator, possessing commercial acumen to deliver timely and practical advice. Competitive remuneration package on offer.

Please contact Genevieve Chia at JLegal in Singapore on +65 6818 9701 or submit your resume to gen@jlegal.com quoting Ref no: GSC-IS 1276
Western Digital Corp. (WDC), Irvine, Calif., is a global provider of products and services that empower people to create, manage, experience and preserve digital content. Its subsidiaries design and manufacture storage devices, networking equipment and home entertainment products under the WD®, HGST and G-Technology brands. WDC’s subsidiaries employ approximately 88,000 employees throughout Asia, including in major sites in China, Malaysia, Thailand, Japan, Singapore and the Philippines.

The Asia Compliance Director is responsible for the development and administration of WDC’s compliance program throughout Asia. This position reports to the Company’s Global Compliance Director.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The Asia Compliance Director is responsible for promoting compliance with the WDC Global Code of Conduct, all applicable laws and regulations, and industry standards throughout Asia. The Asia Compliance Director will be responsible for:

- Serving as a catalyst for supporting, enhancing and strengthening WDC’s compliance and ethics program and culture throughout Asia
- Conducting risk assessments
- Developing, implementing and managing compliance programs
- Monitoring legal and regulatory changes that impact WDC’s business
- Developing, managing and conducting compliance training
- Conducting employee surveys and assessments
- Conducting compliance monitoring
- Partnering closely with business units on compliance issues
- Operating compliance help desks
- Conducting or assisting with corporate investigations throughout Asia
- Performing regular compliance assessments
- Regularly updating the compliance program based on emerging risks and best practices
- Effectively marketing compliance throughout the organization globally
- Building and managing an effective compliance team
- Partnering with business leaders to communicate the importance of compliance and ethics throughout WDC’s businesses

POSITION REQUIREMENTS

- JD Degree (or equivalent) with a strong academic record
- Minimum of 5 - 7 years of legal experience with emphasis on compliance related work or equivalent experience in a compliance department
- Knowledge of compliance laws, including FCPA, UKBA, anti-trust, insider trading, SOX, Dodd-Frank, privacy, and related areas
- Excellent organizational skills and demonstrated analytical skills
- Demonstrated ability to effectively collaborate with multiple functional units and clients
- Excellent oral and written communication, presentation, teaching and coaching skills
- Ability to effectively communicate legal and compliance issues verbally and in writing in a clear and understandable manner
- Demonstrated ability to inspire trust and confidence through effective communication and interpersonal skills
- Demonstrated ability to be proactive, exercise independent judgment and manage multiple projects simultaneously
- Demonstrated ability to focus on critical priorities with little or no supervision
- Strong work ethic and ability to produce high quality work under deadline pressures
- Ability to work effectively in a global environment
- Experience working with diverse cultures in emerging markets
- Regular travel throughout Asia is required
- Bi-lingual or multi-lingual skills are highly desirable
- Prior experience effectively managing one or more direct reports is preferred
- Prior compliance experience in a compliance function at a Fortune 500 company is strongly preferred

Interested applicants, please send in your resume to gary.lim@wdc.com
Singapore International Arbitration Centre invites applications to join the Secretariat as:

HEAD OF BUSINESS DEVELOPMENT AND COMMUNICATIONS

Reporting to the CEO, you will be responsible for driving and implementing all activities relating to business development, marketing and communications (internal and client-related) for SIAC.

Your responsibilities will include:
- Strategic identification of opportunities for SIAC - to do this you will require an understanding (and interest) in the socio/economic/political environment in which we operate
- Client and market analyses including industry trends and an understanding of our competitors and key differentiators
- Business planning (geography, product, client and sector)
- Preparing marketing materials, presentations and capability statements for meetings and opportunities identified
- Identification of branding opportunities (media, conferences, publications, sponsorships etc) and linking in with relevant industry body activity
- Involvement in law firms and industry events

You should have:
- A good Law Degree (LLB or equivalent) with at least 3 years’ working experience.
- Supervisory experience to manage the Business Development team
- Excellent command of English; knowledge of other languages will be an advantage
- Strong communication and interpersonal skills
- A confident and mature disposition
- A good grasp of technology, particularly online environments

If you think you have what it takes to be part of the exciting development of international arbitration in Singapore at the SIAC, write to us with full curriculum vitae, a recent photograph and indication of your current and expected salary to career@siac.org.sg

(Only shortlisted candidates will be notified)

An Invitation

Clifford Law LLP invites you for a private discussion on the prospects of running your business unit within our firm. You should possess the following prerequisites:

- 8 years PQE
- Crave running your own practice without hassles and issues of setting up a new entity
- Have existing clients and possesses ability to develop portfolio of clients

Please our contact Managing Partner, Montague Choy, at his email: montychoy@cliffordlaw.sg or via mail
Address: 24 Raffles Place, #07-05, Clifford Centre, Singapore 048621
Contact No: +65 6223 4456
Fax No: +65 6223 1151
www.cliffordlaw.sg

We also have opportunities in the following area:
- Secretarial Support
Legal Manager – Construction
Singapore. Min 5 years PQE.

A mainstay in the Singapore construction industry is seeking a candidate to manage its legal concerns. Coming from private practice, you will have the ability to provide mature legal advice as well as manage, draft and review contracts, tenders and agreements.

Singapore qualified, you come from a reputable law firm and have a good depth of knowledge in construction law. This is a good opportunity for you to embark on your in-house career and build on your construction experience.

Senior Legal Counsel - Financial Institution
Singapore. 6 - 9 years PQE.

Due to shifts internally this major bank is seeking a seasoned candidate with solid experience in bilateral loans, acquisition and project financing. With excellent transactions experience, you will have the ability to be hands on and interact with the business, building relationships with various stakeholders. You will essentially be a banker, with a ‘lawyers hat’.

This is a broad, regional remit and is an opportunity to take an excellent career step with a well known financial institution brand. Coming from a magic circle or top tier law firm, your managerial experience will be looked upon favourably.

Legal Counsel - Financial Institution
Singapore. Min 8 years PQE.

This well known offshore financial institution seeks an experienced legal counsel to oversee its commercial technology procurement concerns. You will have comprehensive experience advising on general commercial/technology/licensing contracts and rendering mature legal advice on structuring transactions, as well as the gravitas to develop relationships with vendors and critical stakeholders as the business evolves.

Experience in the financial services industry is not necessary, however you must have had in-depth experience of big ticket transactions. You will be common law qualified and have come from a global brand MNC.

Legal Counsel - Technology
Singapore. Min. 8 years PQE.

This business delivers world-class IT services and solutions to help their clients manage their IT infrastructures. They are seeking a senior legal counsel to support the sales process. You will manage the legal and contractual aspects of a variety of complex IT services contracts and projects from presales to project conclusion and corporate matters.

Reporting to the General Counsel, your experience will enable you to work across the business, including senior management on risk assessments and solutions. You will be Singapore qualified, possess good commercial acumen and have come from a similar IT sales environment. You will be an individual capable of working under tight deadlines.

Legal Counsel - Financial Institution
Singapore. Min. 6 years PQE.

This well known global financial institution is seeking a legal counsel at the VP level to be part of a dynamic team, providing support to institutional clients in loan, trade and structured trade finance.

Your main skill will lie in structured trade finance, however, in answering to the Country Counsel, you will have a seasoned ability to review, advise and negotiate bilateral and syndicated loan agreements, guarantees and security arrangements and structured trade finance product documentation and supply chain financing. You will be admitted to the Singapore Bar.

Legal Counsel – Financial Institution
Singapore. 6 years PQE.

A well known offshore financial institution is seeking a generalist derivatives lawyer to join a focused legal team with responsibility for coverage over Asia. With your expertise, you will be able to advise, prepare and negotiate various documentation such as master agreements, ISDA + various asset classes and offer transactional support.

In addition to general legal support and regulatory advice, sales and distribution desks throughout Asia will be aided by your expertise. Departments such as corporate lending, treasury, corporate finance and support/back office functions will also benefit from your direction. With at least five years experience doing similar work either in private practice or a financial institution, you will take ownership from day one.

Contact Clifford Wong at
clifford.wong@hays.com.sg
+65 6303 0725

hays.com.sg
Stand Out With Hughes-Castell

In-house

APAC Compliance Officer | 8-12 yrs pqe REF: 11305/SLG
A leading international commodity trading company now seeks an additional member to join their Singapore office. You will monitor all compliance matters across the regional businesses. The successful candidate will possess a Master’s degree with 8 – 12 years’ experience of physical commodities and commodity derivatives within the energy sector. A background in oil/energy industry is preferred. Fluency in English is a must.

Compliance Officer, APAC | 6-8 yrs pqe REF: 11349/SLG
A NYSE listed software company is seeking a Compliance Officer with strong audit experience to join its APAC office based in Singapore. Reporting directly to the Head of Ethics and Compliance in the US, you will be responsible for providing audit checks on procurement, investigations, sales and revenue tables. Good understanding of GAAP and previous experience in technology/software development are preferred.

Legal Counsel | 5-10 yrs pqe REF: 11306/SLG
A market leader in banking software solutions seeks a PRC qualified lawyer to join its Singapore office. You will provide advice and support on all legal matters arising from China and Asia Pacific. The ideal candidate will be PRC qualified and looking to advance their career in Singapore; with at least 5-10 years in corporate or IT/IP practice. More senior candidates will also be considered. Strong drafting skills and previous regional work experience are highly desirable. Ability to negotiate and draft contracts in Mandarin is mandatory.

Legal & Secretariat Manager | 5 yrs pqe REF: 11387/SLG
One of the Asia's leading real estate companies is seeking an experienced professional to support its legal & corporate secretariat team in Singapore. The role will include responsibility for all legal-related issues with focus on commercial transactions and agreements, structure transactions, litigation and general corporate matters. The ideal candidate must be a Singapore qualified from a corporate background with at least 5 years of relevant experience. Previous experience in SGX listed entities and/or real estate sector would be desirable.

Legal Counsel | 4-6 yrs pqe REF: 11390/SLG
A global transportation, relocation and warehousing company seeks a Legal Counsel based Kuala Lumpur, Malaysia. You will provide legal advice and support in all matters relating to the APAC business. With 4-6 years of PQE and admission to the bar in Singapore/Malaysia, you will have an excellent academic record and solid skills of dealing with governmental agencies. Experience in international business transactions coupled with knowledge of IP laws & general litigation is preferred.

Legal Counsel | 2-5 yrs pqe REF: 11395/SLG
A global shipping & logistics company is seeking a Legal Counsel to join its team in Singapore. You will manage general and commercial matters, including litigation, contract agreements, M&A transaction, and commercial risk identification. Ideally, you are Singapore qualified with over 2 years of relevant experience. UK/Malaysia/Australia qualified candidates with work experience in Singapore are welcome to apply.

Private Practice

Marine Litigation Lawyer | 6 yrs pqe REF: 11351/SLG
A UK based international law firm with leading insurance industry practice is seeking a senior Marine Litigation Lawyer to join its Singapore office. The ideal candidate will have a Commonwealth qualification with over 6 years of experience in marine insurance industry. This is an exciting opportunity to join an already successful legal team. Ideal for an enthused lawyer looking to relocate to Singapore.

Trademarks Associate | 4-6 yrs pqe REF: 11293/SLG
Leading international firm seeks an experienced Trademarks lawyer to join its Singapore team. Potential candidates should be Singapore qualified with 4-6 years of experience, ranging from trademarks registration to patents and portfolio management.

Corporate Associate | 3-7 yrs pqe REF: 11205/SLG
Top international law firm seeks high caliber Corporate Associates with public M&A and PE experience. Singapore qualified lawyers with 3-7 years experience from top-tier local/international firms will be well-suited. Must have superb academics and international background.

Construction Associate | 3-5 yrs pqe REF: 11370/SLG
Top international firm seeks a Construction Associate to join their Singapore team. Potential candidates should have at least 3 years experience in contentious/non-contentious construction and hold Singapore bar qualifications.

Capital Markets Associate | 2-4 yrs pqe REF: 11398/SLG
Magic Circle firm seeks a junior Singapore qualified lawyer with at least 2 years capital market experience to join their team. Potential candidates must possess a strong background in both debt and equity capital markets gained from top local firms.

US Capital Markets Associate | 2-3 yrs pqe REF: 11039/SLG
This US-based law firm seeks a US qualified Capital Markets Associate to join their growing team in Singapore. You should have first-rate academics from a top-tier university, with at least 2 years of relevant experience gained from a similar capacity. Solid understanding of securities, banking, M&A, finance is desired along with excellent technical skills.

Energy Associate | 1-3 yrs pqe REF: 11380/SLG
Premier law firm seeking to hire an energy projects lawyer to join its Singapore team. Potential candidates should possess at least 1-3 years (or UK equivalent) experience in power and oil and gas/ LNG sectors, with exposure to M&A and commercial contracts and familiarity with project finance concepts ideal. Mining and energy trading experience is also relevant. Fluent written and spoken English is essential.

To find out more about these roles & apply, please contact us at:
T: (65) 6220 2722
E: hughes@hughes-castell.com.sg
www.hughes-castell.com
**Group Legal Counsel and Company Secretary, (15+ PQE), Singapore**

Unique opportunity for a senior corporate finance lawyer to step into a lead role with an investment holding company with global interests. Acting as trusted advisor to the Board of Directors, the successful candidate will advise on international investments, asset management and growth, regulatory compliance, as well as support the company's operations through Europe, Asia and the Americas. An independent thinker with strong transactional experience with listed companies, a clear and effective communication style and the ability to work across cultures would do well in this role. [S3305]

**Logistics Counsel (10+ PQE), Singapore**

This is an exciting opportunity for a corporate commercial lawyer with strong logistics experience to join a well-known and reputable company in the industry. As part of an established legal team in Singapore covering the Asia Pacific region, your responsibilities will include advising on risk management and corporate governance and supporting operational issues and corporate affairs. While Singapore qualified candidates are preferred, candidates who have gained relevant experience in Singapore will also be considered. [S3263]

**Patent Agent (3+ PQE), Singapore**

A fast-growing tech company with a global presence seeks a patents professional to join them in a role based in Singapore. The successful candidate will handle patents and trademarks filings and prosecution, support strategic IP planning and deployment and review simple commercial contracts. Interested candidates should be comfortable working independently in a fast-moving and dynamic environment. Fluency in Mandarin and prior experience writing patent applications required. [S3303]

**Legal Counsel, Part-time & 4-6 month contract (5+ PQE), Singapore**

A US Engineering and Technology MNC seeks an experienced in-house lawyer to join them on a part-time basis, ideally 3 days a week, for 4 to 6 months. The successful candidate will support business units in Northeast and Southeast Asia and responsibilities will include preparing, reviewing and negotiating operational and commercial contracts, managing litigation matters and supporting compliance and training programs. [S3296]

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**Company Secretariat Coordinator (5+ PQE), Singapore**

A blue chip Fortune 500 company seeks a mid-level resource based in Singapore to manage their company secretariat services. Working closely with key business leaders, you will be expected to deliver a high level of secretariat services to various subsidiaries and ensure compliance with the regulatory requirements in the relevant jurisdictions. Interested candidates must have relevant legal working experience in an MNC or a top tier law firm, and possess strong corporate secretarial experience gained in Singapore. You can expect competitive remuneration and good career development in this role. [S3296]

**Professional Support Lawyer (5+ PQE), Singapore**

If you are a mid to senior lawyer with considerable cross-border M&A experience looking for a private practice role that will allow you more control over your time, this is an exciting opportunity for you. Our clients, one of the largest international law firms in the world, are looking for an M&A lawyer to join their PSL team. You will be responsible for reviewing and updating M&A precedents and documents, preparing and implementing training sessions and assisting with strategic planning of the firm’s activities. [S3260]

**Corporate Associate (4-6 PQE), Singapore**

Our client, an established international law firm, is seeking to add a mid-level corporate associate to its corporate team. The ideal candidate will have gained good corporate commercial experience with a highly regarded local law firm or an international law firm. This is an exciting opportunity to enter a specialised practice that offers multi-jurisdictional advice to international clients on cross-border transactions. Competitive remuneration on offer. [S3304]

**Banking Regulatory Associate (3-5 PQE), Singapore**

A regional law firm is hiring a junior to mid-level associate to join their well-recognised team of banking regulatory lawyers. The ideal candidate would be Singapore qualified and have relevant experience in a banking regulatory practice or an established general banking & finance practice. Junior lawyers with no relevant experience but who have excellent academics will also be considered. A great opportunity for a young lawyer to specialise in a growing practice, be intellectually challenged and competitively remunerated. [S3301]

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Private Practice

PROJECTS SENIOR ASSOCIATE  
Singapore  4-8 PQE
A UK leading international law firm is seeking a mid-level Commonwealth qualified lawyer to join its dynamic projects team. You should be experienced in handling a range of commercial contracts and strategic projects across a number of sectors including oil and gas, energy and infrastructure. You will have excellent academics and experience gained in a major international or leading local firm. (SLG 9034)

FINANCE ASSOCIATE  
Singapore  2-4 PQE
A top-tier UK law firm with highly regarded asset finance practice is looking for a finance associate to join its growing team. You will have strong experience gained in a leading firm in aviation finance, shipping finance or project finance. You must be UK qualified and have top academics. (SLG 9033)

TMT ASSOCIATE  
Singapore  2-6 PQE
A UK law firm with a growing presence in Asia is seeking a UK and Singapore qualified TMT lawyer with transactional TMT and outsourcing experience to join its high performing TMT team. You will have excellent academics and experience gained in either a major international or leading local firm. (SLG 8789)

CORPORATE ASSOCIATE  
Singapore  2-3 PQE
A global leading firm is seeking to build its corporate practice in Singapore. You will have top class academics, private M&A experience gained in a leading international firm and a genuine commitment to Singapore. You will be excited by a dynamic and fast paced environment. (SLG 9065)

INSURANCE LITIGATOR  
Singapore  3-5 PQE
Our client, a leading international law firm seeks a mid-level litigator with experience in the insurance or reinsurance sector to join its dynamic team. You should be admitted to Singapore or Commonwealth qualified with at least 3 years’ experience. Candidates with insurance sector experience on the non-contentious side will also be considered. Candidates must have top academics and be committed Singapore. (SLG 9065)

BUSINESS DEVELOPMENT  
Singapore  6 Years
We are working on a number of business development roles for leading international law firms in Singapore. We are interested in hearing from business development professionals who have at least 6 years’ experience in a business development and marketing role in a professional services environment. Experience drafting pitches and proposals, client relationship management, drafting of communications and event management is required. (SLG 8445)

In-House

SENIOR LEGAL COUNSEL  
Singapore  6-10 PQE
Our client is a well-regarded logistics firm with a strong legal team. The General Counsel is currently looking to replace a senior legal counsel dealing in general corporate commercial work. Admission to the Singapore Bar is preferred, but not essential. (SLG 9020)

SENIOR REGULATORY COUNSEL  
Singapore  8-10 PQE
Our client, a global leader in its field, is seeking a senior regulatory counsel to join its team in Singapore. The successful candidate will have in-depth knowledge of the APAC regulatory space and will be the primary contact with regulators in Asia. Securities and corporate law experience in Singapore is essential. You will already be based in Asia. (SLG 9110)

SENIOR PRIVATE BANKING LAWYER  
Singapore  +8 PQE
Our client, a global banking group is seeking a senior lawyer to join its private wealth legal team. This is an exciting opportunity for experienced lawyer who has strong knowledge of private banking and wealth management products. This role will support the bank’s business at the local and regional level. You must be a qualified lawyer in Singapore or Commonwealth jurisdiction. (SLG 9999)

SENIOR REGIONAL COUNSEL  
Bangkok  10+ PQE
Fortune 100 company seeks a general commercial lawyer to be based in Bangkok to cover North and South East Asia. Successful candidate will have a minimum of 10 years corporate / commercial experience and currently hold a similar in house role with a large multinational. The role will require regular travel around the region so a flexible, energetic approach is required. Competitive package on offer. (SLG 9101)

BUSINESS/LEGAL ROLE, FUND HOUSE  
Hong Kong  4-8 PQE
Exciting opportunity for a lawyer to move into a strategic business role with a leading asset manager. The position is responsible for the development and maintenance of all products across Asia Pac. Suitable candidates will have a funds/regulatory background and speak Mandarin. (SLG 9074)

These are a small selection of our current vacancies. If you require further details or wish to have a confidential discussion about your career, market trends, or would like salary information then please contact one of our consultants in Singapore (EA Licence: 07C5776): Gemma Glynn or Jean Teh on +65 6557 4163. To email your details in confidence then please contact g.glynn@alsrecruit.com.
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In-House Roles

Private Practice Roles – Partners and Associates

Banking Partner Singapore
This leading global firm is keen to hire a Singapore qualified banking partner to join its market leading team. You will have experience on domestic and international acquisition finance deals, a portable business and strong banking relationships. Ref: 189801. Partner

DCM Partner Singapore
Our client is a very well established UK firm in Singapore and is keen to hire its first Singapore qualified debt capital markets/structured finance Partner. You should have strong relationships with domestic and international banks and a track record of building a practice. Ref: 116301. Partner

Corporate Partner Singapore
This top ranked global firm has a fantastic offering in south east Asia. They are now keen to hire a partner. You should have strong relationships with domestic and international banks and a track record on the contentious side. Some kind of following will be required. Ref: 189851. Partner

Arbitration Partner Singapore
An excellent role for an established arbitration partner. This US firm is keen to hire a Head of Arbitration who will perform a regional role across Asia. You will be a known player in the arbitration market and ideally already based in south Asia. Ref: 190121. Partner

Construction Partner Singapore
This well regarded UK firm is keen to hire its first construction Partner in Singapore. Ideally you will have experience in both front-end and back-end matters but they are most interested in a track record on the contentious side. You should have excellent communication skills to liaise with internal and external customers. Ref: 190131. Partner

Corporate Associate Singapore
Rare opportunity for a 3-4 years' PQE Singapore qualified lawyer to make the move to this leading international UK firm. It boasts one of the best established offices in the region. On offer is a great mix of M&A and private equity work as well as excellent training and remuneration. Ref: 190131. Partner

Document Negotiator Singapore
Our client is one of the globally renowned banks with an established legal and documentation team for the wholesale banking division. They are looking for an experienced negotiator to deal with the various ISDA documentation. Experienced transaction managers are welcome to apply. Ref: JP190061. 3-4+ years

Compliance Counsel Singapore
Renowned European MNC is looking to expand in the region. Their corporate compliance department now seeks to recruit an experienced lawyer to join the team and be based in Singapore. Candidates should have integrity, be business oriented and a team player. Apply now. Ref: 189791. 7+ years

General Counsel Singapore
Globally renowned Fortune 500 Giant invites a 6-8 PQE lawyer to come on board. Candidates should be equipped with a good knowledge of the local climate and have a good mix of private practice and in-house experience. Ref: 189781. 5-8+ years

Legal Counsel Singapore
Dynamic company in the IT industry currently seeks a lawyer to come on board. Candidates should have at least 2-4 years’ experience and a keen attitude. You should have excellent communication skills to liaise with internal and external customers. Ref: 189951. 2-4+ years

Projects Associate Ho Chi Minh
Very rare opportunity for a Singapore qualified employment lawyer to join this top ranked international firm. Its two partner team undertakes primarily non-contentious matters. Happily to consider corporate lawyers with some employment experience looking to specialise. Ref: 190151. 3-6+ years

Legal Counsel Singapore
This manufacturing company, renowned for providing electro-mechanical solutions, seeks a legal counsel to review/draft/negotiate contracts, perform corporate secretarial tasks and manage IP requirements. Mandarin speakers are preferred. Ref: 189721. 3+ years

Finance/Commercial Kuala Lumpur
Large MNC seeks a lawyer well-versed in high-end commercial IT transactions, software licensing & outsourcing matters. Advise on legal risk and general corporate governance and take a lead role in the Company’s corporate & compliance matters and global programmes. Ref: 189711. 7+ years

Compliance Counsel Singapore
Our client is seeking a Malaysian-qualified lawyer with solid corporate banking expertise. Provide support to company-wide financial operations; draft, review & negotiate a range of contracts; perform corporate secretarial tasks and manage IP requirements. Mandarin speakers are preferred. Ref: 189721. 3+ years

Truck Lawyer Singapore
Our client is an established global fiduciary services and trust services provider. They seek an experienced trust lawyer who is looking to move their career in-house. Those who are equipped with Isle of Man portfolio experience will also be of particular interest. Ref: JP199931. 3-5+ years

Trust Lawyer Singapore
This international firm has an established presence in Vietnam. It is now keen to hire a common law qualified senior associate to run transactions, ideally with experience in infrastructure projects. There are good partnership prospects in the medium term. Ref: 190051. 6-10+ years

To discuss In-House roles, call Jeremy Poh on +65 6420 0500 or email jeremypoh@taylorroot.com

Please note our advertisements use PQE purely as a guide. However, we are happy to consider applications from all candidates who are able to demonstrate the skills necessary to fulfil the role.
PRIVATE PRACTICE – SINGAPORE

PROJECTS PARTNER
This partnership role is for a dynamic and ambitious projects lawyer. The ideal candidate will have regional contacts, solid projects experience in the construction/engineering or energy/O&G sectors along with an entrepreneurial spirit. (PTSAJ2425) PARTNER

AVIATION ASSOCIATE
Our client is a top UK firm which boasts of an established presence in Asia. They are looking to hire a junior associate with a background in contentious and/or non-contentious aviation law. Mandarin language capabilities are a must. (PTSAJ2428) 2-3 YRS PQE

FINANCE
Our UK firm client would like to bring on board a lawyer with top quality finance experience. Successful candidates would require in-depth knowledge of Singapore finance law generally and the ability to work at a senior level with minimal supervision. (PTSAJ2426) 4-7 YRS PQE

DISPUTES PARTNER
An opportunity for candidates with a book of business and arbitration experience to join a firm that plans to double its Asian footprint. On offer is equity or salaried partnership with this globally branded law firm with Singapore capabilities. (PTSAJ2414) PARTNER

DEBT CAPITAL MARKETS – UK QUALIFIED
This UK firm is seeking to hire a UK qualified lawyer. The successful candidate will work with highly regarded partners on a range of high end B&F matters. Suitable candidates must have strong experience in DCM and general B&F. (PTSAJ2387) 4-6 YRS PQE

PUBLIC COMPANY M&A
A senior associate or a junior partner is sought by this top-tier firm. Suitable candidates should have public company M&A experience. A good opportunity to move to an international firm in a practice area market for strategic growth. (PTSAJ2416) 5 YRS+ PQE

ARBITRATION
Our UK client is seeking junior to mid level associates with arbitration experience from top international law firms. Mandarin and/or Bahasa Indonesian language skills are desirable and a long term commitment to Singapore is a must. (PTSAJ2423) 2-7 YRS PQE

PRIVATE PRACTICE – WORLDWIDE

CORPORATE M&A – MUMBAI, INDIA
This leading Indian law firm would like to recruit several Indian qualified corporate M&A lawyers. Preferred applicants will have gained experience in India and/or abroad. If successful, you will be part of a stellar team. (PTSAJ2422) 3-7 YRS PQE

ASSET FINANCE LAWYER – HONG KONG
Elite Finance team requires a common law qualified asset finance lawyer to join them. Shipping experience will be considered, however aviation experience is preferable. Proficiency in Chinese is preferred but not essential. (PTAJ2427) 3-7 YRS PQE

SENIOR CORPORATE M&A ASSOCIATE – HONG KONG
This magic circle firm seeks a corporate lawyer to join its Hong Kong office. Solid M&A and some PE experience from a top tier firm and a HK qualification are required. Ideal candidates will be fluent in Mandarin and Cantonese. (PTAJ3129) 5-6 YRS+ PQE

ASSET FINANCE – BANGKOK
Top firm requires a lawyer to become a part of its Bangkok office, working in the B&F team. Preferred candidates will be UK qualified with asset finance (shipping and aviation) experience. General B&F experience will also be considered. (PTAJ2429) 2-5 YRS+ PQE

PROJECT FINANCE – TOKYO
White shoe firm is seeking a bilingual project finance lawyer to join its award winning practice. The role offers the chance to work for one of the leading firms in Japan. Great benefits and experience on offer. (PTJAK0058) 5 YRS+ PQE

TRADEMARK SPECIALIST – TOKYO
An opportunity for candidates with a book of business and arbitration experience to join a firm that plans to double its Asian footprint. On offer is equity or salaried partnership with this globally branded law firm with Singapore capabilities. (PTJAK0055) 4 YRS+ PQE

M&A – TOKYO
Leading west coast law firm is seeking a M&A associate with experience from a recognized firm. You will join one of the largest corporate teams in Japan and work on some of the largest deals in Asia. Japanese is preferable. (PTJAK0046) 3-5 YRS PQE

SINGAPORE OFFICE
Please contact Conor Greene at (65) 6603 1999 or email sing@law-alliance.com

HONG KONG OFFICE
Please contact Conor Greene at (852) 2521 0306 or email hk@law-alliance.com

TOKYO OFFICE
Please contact Amir Khan at (81) 3 4550 1526 or email japan@law-alliance.com
IN-HOUSE – SINGAPORE

SENIOR AVP CORPORATE COMMERCIAL - BANK
Blue chip international financial services institution is seeking a general corporate counsel for a role encompassing outsourcing, data protection and IT. You will ideally have a background in IT/TMT, and general corporate commercial practice. (ISEW1567) 6 YRS+ PQE

LEGAL COUNSEL - MNC
Singapore MNC with diversified operations is hiring a legal counsel to join their team and handle an autonomous portfolio, with a regional remit. Broad experience, including corporate commercial/ M&A and corporate real estate required. (ISEW1568) 4 YRS+ PQE

SENior LEGAL COUNSEL - SHIPPING
Working with a global leader in the energy and maritime solutions industry and reporting directly to the MD, you will step in as a Senior Legal Counsel in what promises to be a role that has an impact on key decisions. (ISEW1569) 6 YRS+ PQE

LEGAL GROUP MANAGER - MNC
A leading name in the IT space is looking for a legal manager. The role will encompass a range of legal issues, and Commercial IT and outsourcing experience as in-house counsel is a must have. (ISEW1570) 8 YRS PQE

LEGAL COUNSEL - GLOBAL MNC
Work in a tight knit legal team as a part of this household name in manufacturing and innovation. You will support the regional business and advise on the operations in SEA conduct internal compliance training and manage external legal counsel. (ISEW1571) 5 YRS PQE

COMMERCIAL COUNSEL APAC - MNC
Our client is a technology player with a new legal desk based in Singapore and they seek a corporate generalist. An excellent opportunity for a corporate lawyer in an autonomous setup with a regional remit. Minimal travel. (ISEW1572) 4-7 YRS PQE

LEGAL COUNSEL - BANK
Renowned team in the APAC financial markets space is hiring a legal counsel. You will have experience with swaps and derivatives; scope will extend beyond ISDA work. Good opportunity to gain broad finance experience. (ISEW1573) 5-8 YRS PQE

IN-HOUSE – ASIA

SENIOR FUNDS LAWYER, HONG KONG
A lawyer is required by this global asset/fund manager to oversee all legal and regulatory aspects of the establishment, structuring and distribution of various financial products. Prior fund experience gained from private practice/in-house is required. (ISEW1559) 5 YRS+ PQE

COMMERCIAL LAWYER, MNC
Leading global logistics and freight forwarding company is looking to recruit a lawyer to join its Asia legal team. You should have a general commercial background and some knowledge in maritime law. (ISEW1600) 3 YRS+ PQE

DOCUMENTATION LAWYER, GLOBAL INVESTMENT BANK
This is an excellent opportunity for junior banking and finance lawyers to get into investment banking. As Legal Counsel, you will provide documentation support to the Asia legal team. This position offers good work life balance. (ISEW1574) 1 YRS+ PQE

IP LAWYER, MNC – SINGAPORE / HK / CHINA
An intellectual property lawyer is required by this Fortune Global 500 Company to join its APAC legal and compliance team. You will be responsible for managing all the legal issues in relation to regulatory, licensing and data privacy matters. (ISEW1590) 6 YRS+ PQE

HEALTHCARE – TOKYO
Be the first legal counsel for this multinational company in Japan and help to set up the legal team. You will be responsible for all legal matters in Japan so a minimum of 10 years prior experience and Japanese fluency is required. (ISJAK0082) 5 YRS+ PQE

COMMERCIAL & GENERAL AFFAIRS DIRECTOR – TOKYO
International IT/Media company is hiring a commercial & general affairs director. High English & Japanese language skills are a must. Bar qualifications with solid commercial & contract skills is desirable. (ISJAK0088) 5 YRS+ PQE

LEGAL COUNSEL - JAPANESE MANUFACTURING – TOKYO
Global Japanese manufacturing company is seeking a bilingual legal manager to oversee legal matters internationally. You will handle a large amount of commercial and corporate matters throughout US, EU & Asia. (ISJAK0090) 5 YRS+ PQE

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