# The Common Law in English: Contracts, Courts and Legal Services

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A financial centre sells promises. A loan agreement, a bond, a derivatives contract, a trust deed and a shareholders' agreement are written undertakings whose value depends on the law that governs them and on the courts that will enforce them. When a bank in Jakarta lends to a borrower in Ho Chi Minh City through a syndicate arranged in Singapore, the parties must decide which law will interpret their contract and where a dispute will be heard. Their answer, more often than in the past, is Singapore law and a Singapore forum. This chapter examines how a legal system received from England became a product that Singapore offers to the region, and how a profession of local and foreign lawyers grew around it.

The previous two chapters of this part treated English and Mandarin as working languages of the financial centre. Law is a language of its own. The common law is the legal language that Singapore shares with London, New York, Sydney, Mumbai and Hong Kong. The parallel volume on Geneva describes French as part of the infrastructure of the Geneva financial centre and Swiss law as a codified civil law

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expressed in three national languages, chosen in international contracts for its neutrality.[1] The two cities therefore offer their clients two different legal products. Comparing them shows what each centre sells when it sells legal certainty.

The chapter begins with the reception of English law and with the steps through which Singapore made the common law its own. It then explains why parties choose Singapore law to govern their contracts and how that choice shows in the statistics of arbitration. A third section describes the legal profession, its education and the opening of the market to foreign law firms. A fourth follows the legal services sector as an export industry serving Southeast Asia, China and India. The fifth section compares Singapore law with Swiss law as choices of law and ends with a checklist for practitioners, before a final section sets Singapore beside Geneva, Hong Kong and Dubai.

## Essentials

Singapore received English law through the Second Charter of Justice of 1826 and the Civil Law Ordinance of 1878, then fixed the English inheritance in the Application of English Law Act 1993, which made English statutes part of Singapore law only where listed. Appeals to the Privy Council ended with effect from 8 April 1994, after which the Court of Appeal declared in a Practice Statement of 11 July 1994 that it could depart from earlier decisions to develop the law in conformity with the circumstances of Singapore. Singapore law governed 64.6 % of the cases filed with the Singapore International Arbitration Centre in 2023 and 52.1 % in 2025, ahead of English law. A fused profession of about 6,500 practising lawyers works alongside foreign law practices, nine of which hold Qualifying Foreign Law Practice licences permitting them to practise Singapore commercial law. Legal services produced a nominal value-added of S$2.98 billion in 2023, with exports of S$1.40 billion.

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## Notes

1. Ressos, *Genève, place financière internationale*, partie J, chapitre I (« La langue française comme infrastructure »), sections « Le français, langue du droit et des affaires » and « Le français et le droit fédéral : trois versions authentiques »; partie F, chapitre III (« Genève, place de droit »), section « Le droit suisse de l'arbitrage international », on the neutrality that foreign parties value in Swiss law. ↩

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