The reception of English law

Dr Alexander Ressos, TEP
Attorney-at-Law (Switzerland and Germany),
Solicitor (England & Wales and Hong Kong)
Of Counsel, KGP Legal LLC
alexander.ressos@kgplegal.com.sg
www.ressos.com.sg

How English law arrived

The Second Charter did more than establish a court. By directing the court to administer justice in the manner of the English courts, it became the vehicle through which English law was received in the Straits Settlements. The courts of the nineteenth century held that the Charter had introduced the law of England, as it stood in 1826, into the Straits Settlements, so far as it was applicable to local circumstances.[1] The date of 27 November 1826 became the cut-off for the reception of English statutes of general application: statutes enacted in England after that date applied in Singapore only if expressly extended or if received by other means.

The reception by charter was characteristic of the British colonies of the time. It gave the settlers and merchants a complete legal system at a stroke: the common law of contract, tort and property, the principles of equity, the law of trusts and the procedural law of the English courts. For a commercial community whose leading members came from Britain and whose trade was financed from London, this was a decisive advantage. Contracts could be drafted, bills of exchange drawn and debts enforced under a law that the merchants and their principals knew.

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Qualification: religions, manners and customs

The reception was qualified. The Charter directed the court to exercise its ecclesiastical jurisdiction "so far as the several Religions, Manners, and Customs of the Inhabitants of the said Settlement and Places will admit".[2] The courts developed from this and similar provisions a principle that English law should be modified in its application to Singapore so as not to cause injustice or oppression to the inhabitants, with regard to their religions, usages and manners, particularly in family law.[3] In certain early cases English law was modified by Chinese, Malay and Hindu customary law, with some native usages acquiring the force of law.[4]

The qualification mattered for the Asian merchant communities. Questions of marriage, inheritance and the validity of family trusts were decided with regard to Chinese, Muslim and Hindu customs. The courts developed a body of case law on the Chinese family and its property that had no parallel in England. The English law of trusts, adapted to the Chinese practice of dedicating property to ancestral worship, became a field of litigation that shaped the transmission of Chinese family wealth in the Straits Settlements. The modern Singaporean law of trusts and the practice of wealth structuring, examined in Part E, have roots in these cases.

Case study: ancestral trusts and the limits of reception

The Chinese practice of dedicating property to the worship of ancestors illustrates the tension between English law and local custom. A Chinese testator in the Straits Settlements would often direct that a house or other property be held in perpetuity, its income applied to the rites of ancestor worship and the property never sold. Under English law, such a trust raised two problems: a trust for a non-charitable purpose was generally invalid, and a disposition that tied up property indefinitely offended the rule against perpetuities.

In *Yeap Cheah Neo v Ong Cheng Neo*, decided by the Privy Council in 1875, the question reached the highest court of the empire. The Privy Council held that the English rule against perpetuities applied in the Straits Settlements and that a trust for ancestor worship was not a charitable purpose under English law. The

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disposition was therefore void to the extent that it infringed the rule.[5] The decision showed the limits of the qualification in favour of local customs: the courts would adapt English family law to Asian practices, but they would not suspend the fundamental rules of English property law.

The case had lasting practical consequences. Chinese families adapted their arrangements to the rule, using structures of limited duration, companies and later, in the twentieth century, other vehicles to hold family property across generations. The tension between the desire to keep wealth within a family indefinitely and the law's insistence on limits to such arrangements runs through the history of wealth structuring in Singapore. The Civil Law Act later introduced a statutory perpetuity period. Singapore's modern trust law, examined in Part E, offers settlors considerable flexibility, while the concerns that the Privy Council addressed in 1875 – the circulation of property and the rights of later generations – remain part of the analysis of every long-term family structure.

Commercial law: a second reception

The reception of 1826 had a gap. English commercial law developed rapidly in the nineteenth century through statutes on companies, bills of exchange, sale of goods and insurance. These statutes did not apply in the Straits Settlements if they were enacted after 1826. Colonial legislation closed the gap by a second reception: a civil law ordinance provided that in questions of mercantile law – partnerships, corporations, banks and banking, principals and agents, carriers by land and sea, marine insurance and mercantile law generally – the law to be administered was the same as in England at the corresponding period.[6]

The second reception had a remarkable consequence. It imported English commercial law on a continuing basis, so that changes in English mercantile law applied automatically in the Straits Settlements and later in Singapore. The commercial law of the colony moved in step with that of London, the financial centre of the empire. Merchants and banks in Singapore operated under the same

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rules as their counterparties in London, which reduced legal risk and transaction costs. The provision remained in force after independence and made English commercial law directly applicable in the Republic until 1993.

The Application of English Law Act 1993

The open-ended reception of English law created uncertainty. It was often difficult to know which English statutes applied in Singapore. Moreover, the continuing reception of English commercial law meant that the law of an independent state changed with decisions of the Parliament in Westminster. The Application of English Law Act 1993 ended this situation.

The Act provides that the common law of England, including the principles and rules of equity, so far as it was part of the law of Singapore immediately before 12 November 1993, continues to be part of the law of Singapore.[7] The common law continues in force so far as it is applicable to the circumstances of Singapore and its inhabitants and subject to such modifications as those circumstances may require.[8] English statutes apply only if listed in the First Schedule, with the necessary modifications. Local Acts prevail over inconsistent English enactments.[9] The Act repealed section 5 of the Civil Law Act, the vehicle of the continuing reception of commercial law, subject to transitional provisions for proceedings begun before 12 November 1993.[10]

The Act closed the colonial chapter of reception. Singapore law after 1993 is a common law system in its own right, which draws on English and Commonwealth precedents as persuasive authority and develops its own jurisprudence. English judicial decisions continue to exercise a strong influence and are regarded as highly persuasive.[11] For international business, the combination is attractive: a familiar common law framework, a body of local precedent adapted to the needs of an Asian commercial centre and courts that engage with English, Australian and other Commonwealth authorities.

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Common misconception

It is often assumed that Singapore law is English law. The two share a common origin, which is why English precedents remain persuasive in Singapore courts. Since the Application of English Law Act 1993, however, English statutes apply only if listed in the Act, and English common law applies only as it stood on 12 November 1993, subject to local circumstances. Singapore courts have developed their own positions in many areas of contract, trust and commercial law. A contract governed by Singapore law must be analysed under Singapore law, with English authorities as a guide.

Notes

1. The leading cases are *R v Willans* (1858) 3 Ky 16 and *Yeap Cheah Neo v Ong Cheng Neo* (1875) LR 6 PC 381. See also the discussion in Kevin Y.L. Tan, "The Second Charter", *Singapore Law Gazette*, 15 April 2026. ↩
2. Kevin Y.L. Tan, "The Second Charter of Justice and the First Recorder (Part 1)", *Singapore Law Gazette*, March 2023, quoting the Charter. ↩
3. Wikipedia, "Sources of Singapore law" (accessed September 2026): English law "should be modified in application to Singapore so as not to cause injustice or oppression to the indigenous people", with regard "to their religions, usages and manners". ↩
4. Wikipedia, "Sources of Singapore law" (accessed September 2026): "in certain early cases English law was modified by Chinese, Malay and Hindu customary law, and some native usages or customs acquired the force of law". ↩
5. *Yeap Cheah Neo v Ong Cheng Neo* (1875) LR 6 PC 381. ↩
6. The provision originated in the Civil Law Ordinance of 1878 and later became section 5 of the Civil Law Act (Cap 43); the list of subjects and the "corresponding period" formula are summarised from the secondary literature, in particular the article on section 5 of the Civil Law Act in the *Anglo-American Law Review*, vol. 17, p. 251. ↩

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7. Application of English Law Act 1993, section 3(1), Singapore Statutes Online (accessed September 2026). ↩
8. Application of English Law Act 1993, section 3(2), Singapore Statutes Online (accessed September 2026). ↩
9. Application of English Law Act 1993, sections 4(1) and 4(3), Singapore Statutes Online (accessed September 2026). ↩
10. Application of English Law Act 1993, section 6, Singapore Statutes Online (accessed September 2026). ↩
11. Wikipedia, "Sources of Singapore law" (accessed September 2026): English judicial precedents "continue to exercise a strong influence on the legal system and are regarded as highly persuasive". ↩

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