The Treaties of 1824 and the Legal Foundations of British Singapore

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The treaty of 6 February 1819 gave the East India Company a trading post on an island whose legal status was contested. The Dutch disputed the authority of the sultan who had signed it. The Malay rulers retained jurisdiction and claims to land, while the settlement had no court of its own. Within less than a decade these uncertainties were resolved by three instruments. The Anglo-Dutch Treaty of 17 March 1824 settled the dispute between the European powers, the Treaty of Friendship and Alliance of 2 August 1824 transferred the island to the Company, and the Second Charter of Justice of 27 November 1826 gave the new Straits Settlements a court and, with it, English law.

This chapter examines these instruments and the legal order they created. It follows the reception of English law from the Charter of 1826 to the Application of English Law Act 1993, which closed the colonial chapter of reception. It then examines the development of land title from the leases of the Company to the Torrens system. Its argument is that the legal foundations laid in these years – a clear sovereign, a court applying a known body of law and a system of secure title – were as important for

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the later financial centre as the free port itself. A merchant can trade in a port without customs duties. He will lend, invest and settle there only if the law protects his contracts and his property.

The chapter also marks a first point of contrast with the Geneva volume. Geneva belongs to the civil law tradition, shaped by the Roman law heritage, the codifications of the nineteenth century and the Swiss Civil Code of 1907. Singapore belongs to the common law, received from England through a royal charter and developed by judges. The two traditions shape the practice of their financial centres in ways that Part J of this book examines in detail: the drafting of contracts, the role of precedent, the style of regulation and the choice of governing law in international transactions.

Essentials

The Anglo-Dutch Treaty of 17 March 1824 ended the Dutch objection to British Singapore and divided the Malay world along the Singapore Strait. The Treaty of Friendship and Alliance of 2 August 1824 ceded the island to the East India Company in exchange for payments to the sultan and the Temenggong. In 1826 Singapore became part of the Straits Settlements with Penang and Malacca. The Second Charter of Justice of 27 November 1826 established a common court for the three settlements. The Charter became the vehicle for the reception of English law, subject to the religions, manners and customs of the inhabitants. The Application of English Law Act 1993 replaced this open-ended reception with a closed list. Land law developed from Company leases through deeds registration in 1886 to the Torrens system introduced by the Land Titles Ordinance 1956.

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