

JOHORE BAR COMMITTEE JAWATANKUASA PEGUAM NEGERI JOHOR

No. 5, Jalan Tun Abdul Razak, Susur 1/1 80000 Johor Bahru, Johor Darul Ta'zim

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FOR MEMBERS ONLY
Internal Circulation

28th April 2016

PRIVATE & CONFIDENTIAL

TO ALL MEMBERS OF THE JOHORE BAR

BY COURT BOX/EMAIL/FAX/JBC WEBSITE

(Note: As the circular is distributed via email/fax, in the event it is forwarded to one person in a firm, Kindly print the same and distribute amongst the other lawyers and pupils in your office)

QUICK! BOOK YOUR PLACE THIS COMING 13 May 2016

COME AND HEAR Mr. C.Y. Chok a member of the Johore Bar and partner at Messrs Yeo Chambers as he discusses his views on the principles laid down in latest Federal Court Case SPM MEMBRANE SWITCH SDN BHD V KERAJAAN NEGERI SELANGOR [2016] 1 MLJ 464.

TALK ON INTERPRETATION OF CONTRACTS: WHAT ARE THE PRINCIPLES SET OUT IN SPM MEMBRANE SWITCH?

Synopsis:

In Lewis Carroll's Through The Looking Glass, Humpty Dumpty said: "When I use a word, it means just what I choose it to mean – neither more nor less." Thus, as far as Humpty Dumpty is concerned, it is the author or speaker who is entitled to decide the meaning of the words he has used.

On the other hand, the approach of the courts in the interpretation or construction of a contract is quite different. In Towne v Eisner 245 US 418 (1918) at 425, Holmes J said, "A word is not a crystal, transparent and unchanged, it is the skin of a living thought and may vary greatly in colour and content according to the circumstances and the time in which it is used". More recently, in Jumbo King Ltd v Faithful Properties Ltd [1999] 2 HKC 507, Lord Hoffman famously declared that "The construction of a document is not a game with words. It is an attempt to discover what a reasonable person would have understood the parties to mean".

In SPM Membrane Switch, the Federal Court reversed the decisions of the Court of Appeal as well as the High Court in a case that deals with the interpretation of an agreement. The Federal Court observed that "the Court of Appeal fails to appreciate the niceties or nuances...of the contractual terms upon construction". In an indirect rejection to the above dictum by Humpty Dumpty, the Federal Court ruled that the evidence of the lawyer who drafted the agreement was not admissible at all to aid in the interpretation of that agreement. In its judgment, the Federal Court has also (a) cited with approval the decisions of the United Kingdom and the Commonwealth in relation to the principles of interpretation of contract, (b) stated that the antonym of "may" is not necessarily "must", (c) ruled that upon a proper interpretation of an agreement, a party to the agreement may be required to carry out an act even though there is no express provision to that effect in that agreement.

In view of its importance in relation to interpretation of contracts, what then are the principles set out in SPM Membrane Switch that we could wisely imbibe?

Particulars of the Seminar are as follows:

Date 13th May 2016 (Friday)
Time 3.00 p.m. to 5.30 p.m. (Registration at 2.30 p.m.)
Venue Level 1, Abdullah A. Rahman Auditorium
Johore Bar Building
No. 5 Jalan Tun Abdul Razak
Susur 1/1 80000 Johor Bahru
Fees RM 63.60 for Members of the Johore Bar
RM 31.80 for Pupils-in-Chambers I Law Students
(Fees are inclusive of 6% GST)
CPD code T3/13052016/JHB/JHB164231/1 (1 CPD points)

Registration must be accompanied with payment to guarantee your place and is on a first-come first served basis for 90 registered participants.

Cash/Cheque should be crossed and made payable to JOHORE BAR HOUSE & LIBRARY FUND

Please direct all correspondence (including completed registrations forms and proof of payment) to the Johore Bar Secretariat not later than Thursday, 12th May 2016.

Santhi Balachandran
Chairperson
Continuing Professional Development
Sub-Committee

(This is a computer-generated letter. No signature is required)

REGISTRATION FORM

TALK ON INTERPRETATION OF CONTRACTS 13 May 2016

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The following person would be attending the seminar.

1	Name	1. _____ 2. _____ 3. _____
2	Membership No. (for Members of the Bar only)	1. _____ 2. _____ 3. _____
3	Name of firm	
4	Office Tel No.	
5	Office Fax No.	
6	H/P No.	
7	Email	

Date: _____

Signature : _____

The personal information that you provide to the Johore Bar Committee, whether now or in the future, may be used, recorded, stored, disclosed or otherwise processed by or on behalf of the Johore Bar Committee for the purposes of facilitation and organisation of this event, research and audit, and maintenance of a participant database for the promotion of this event, and such ancillary services as may be relevant.