SUMMARY

In the late seventies the Singapore Institute of Architects commissioned the editor of Hudson's Building and Engineering Contracts, Mr. I.N. Duncan Wallace Q.C., an aver critic of the RIBA/JCT contract, to draft out a new Standard Form for the Institute, which have, up till then, been relying on a Standard Form that had been based on the 1963 version of the JCT/RIBA.

Mr. Wallace described the new form as

"represents my own personal attempt at a solution of almost every one of the numerous problems and criticisms of construction law, and of the forms of contract generally in use at the present day"

Sixteen years have passed since the introduction of the "new Form". It is the intention of this research to review the performance of this Form in its applications to building contracts in Singapore over these years to evaluate the effectiveness of this Form in its attempt to resolve the many problems associated with the RIBA/JCT Contracts and whether or not it has succeeded in formulating a new "model form of contract" for the building industry.

The study first looked at how the new Form has succeeded in overcoming the areas of doubt and difficulty associated with the RIBA/JCT Forms. It then further
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reviewed other new provisions there-in, which, through its sixteen years' of usage by the local building industry, has been identified as areas of difficulty.

The research revealed that Mr. Wallace has indeed made sweeping changes to those provisions of the RIBA/JCT Form which had been demonstrated to have been defective in many court cases in the past. Since the introduction of the new Form there has been no known court cases concerning disputes arising out of the changes made to those provisions of the RIBA/JCT Form. This may perhaps be an indication that the changes made had been effective in overcoming the defects previously associated with the RIBA/JCT provisions.

Recent court cases in Singapore arising out of the use of the new form had all been centered around new administrative procedures/provisions introduced by Mr. Wallace into the form. These procedures, particularly those introduced under clauses 23, 24, 25 and 26 and clause 11 of the Sub-Contract, are complex and difficult for both the architect and the contractor to follow and administer and as a result has given rise to new disputes among practitioners in the industry.

It can be concluded that the new Form do contain many provisions which have steered away from the known criticisms and problems associated with the U.K. RIBA/JCT Standard Form, in particular the 1963 Form. However, as can be expected of any new innovations as yet unfamiliar and untested, they do contain a
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number of provisions which are difficult to understand and administer. Some such provisions have already been put to the test in a number of court cases and attempts have been made to rectify/improve these. For those which remains yet untested in the courts, their interpretation remains unclear. Until these have been sorted out and corrected, there is still room for improvement before the Form can be said to be a true improvement over the U.K. RIBA/JCT Standard Forms.