

Journal of Contract Law (JCL)

Volume 39 Part 2

(case notes and articles included in this part are linked to the LexisNexis platform)

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The Singapore Court of Appeal’s decision in *BOM v BOK* criticised the Australian version of unconscionable conduct. In the view of the Court of Appeal, the formulation set out in the *Amadio* principle was not guaranteed to produce a narrow form of the doctrine. Subsequent academic commentary has observed that the formulation derived by the Court of Appeal does not dramatically differ from that set out by the High Court of Australia in *Amadio*, but that achieving the narrow form of the doctrine in Australia only came about through judicial development. In this article, I argue that it is not at all clear that the *Amadio* principle in Australia represents a narrow form of the doctrine or even that it is preferable. Even if it were, it is not the skeletal structure of the doctrine that achieves a narrow version, but rather the development of the sub-level concepts within the doctrine. Where this is most urgent is in the third limb of the *Amadio* principle with regard to exploitation or the unconscientious taking of advantage.

Interpreting contracts in the age of the emoji

— *Mark Giancaspro* 93

Lord Denning in ‘The Discipline of Law’ (1979) described words as the lawyer’s ‘tools of trade’. Indeed they are. From conversations with clients and counsel to court documents, written submissions, oral

arguments and testimony, the legal profession is rooted in the English language. That language has recently been infiltrated by 'emojis'; small, stylised pictograms conveying ideas and emotions or depicting objects in electronic communications, particularly those occurring through smartphones. The courts are being compelled to attempt interpretation of emojis, with several cases now having considered the contractual effect of these quirky images. This article contemplates how the courts are grappling with this interpretative process and discusses some key challenges confronting a judiciary unaccustomed to giving meaning to this entirely new visual language. Though it is argued the mandatory 'commercial construction' approach to contractual interpretation must yield to this emerging communicative trend, it is predicted that the process will be laborious.

Contract Law, Form Flexibility and the Importance of Legal Reasoning

— *Lutz-Christian Wolff*

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Calls for flexible contract law have intensified in recent years as a result of various global crises. Flexibility is, however, not an established legal concept. This article therefore first clarifies the meaning of flexibility in the context of contract law. It then explores the doctrinal implications of the various dimensions of flexible contract law. In its most important part this article highlights rather uniquely the fundamental importance of legal reasoning in this regard. It shows how the tension between the rule of law's demand for legal certainty can be aligned with the need to cater for future contingencies in contract law.