IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[1992] SGHC 184

Suit No 3325 of 1986

Between

Henderick Engineering (sued as a firm)

… *Plaintiff*

And

Kansai Paint Singapore Pte Ltd

… *Defendant*

GROUNDS OF DECISION

Version No 1: 11 Sep 2026 (01:05 hrs)

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Henderick Engineering (sued as a firm) v Kansai Paint Singapore Pte Ltd

[1992] SGHC 184

Suit No 3325 of 1986
Chao Hick Tin J
06 July 1992

1 **Judgment:**

2 Coram: Chao Hick Tin J

3 JUDGMENT

4 The plaintiffs are plumbing, sewerage and sanitary contractors. The defendants are paint manufacturers and suppliers as well as painting contractors. In this action the plaintiffs' main claim against the defendants is for a sum of $94,940.02, being the balance due under a sub-contract between them for the supply of labour, transport and material to carry out plumbing and sanitary works at the Changi Hospital Singapore (hereinafter referred to as "the Changi project" or "the project"). The defendants were the main contractors of the Public Works Department (PWD) in relation to the project.

5 The plaintiffs allege that the sub-contract was entered into with the defendants through the latter's agent, one Tay Ah Thiam (Ah Thiam). In the alternative, the plaintiffs claim that the defendants had held the plaintiffs out as

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their sub contractors or had by their conduct ratified the sub-contract with the plaintiffs. The plaintiffs also claim a sum of $3,500 being the agreed fee and disbursements incurred by the plaintiffs on the defendants' behalf in the applications to the Public Utilities Board for the requisite licences and permits to carry out the contract works and for inspection by PUB's inspectors and the necessary attendance thereto. In the further alternative, the plaintiffs claim for the said two sums of $94,940.02 and $3,500 on the basis of quantum meruit.

6 The defendants deny that they had engaged the plaintiffs to undertake the plumbing and sanitary works. They say that on or about 2 July 1985 they were awarded a contract by PWD to undertake general repairs and restoration of the Changi Hospital. They aver that prior to tendering for the project they had entered into a contract with Chin Leong Construction Pte Ltd (CLC) appointing the latter as the defendant's sub-contractor for the project. Under that sub-contract, CLC was to undertake all the works of the project. The defendants deny that they had engaged the services of the plaintiffs. They also deny that Ah Thiam was their agent; nor did they have any contractual relationship with Ah Thiam. Instead, they allege that Ah Thiam was a general contractor engaged by CLC as the sub-sub-contractor of the project. The services of the plaintiffs were in turn procured by Ah Thiam. The defendants aver that they had at no time held out the plaintiffs as their sub-contractors.

7 It is not disputed that the plaintiffs did complete the plumbing and sanitary works in relation to the Changi project. The question is really with whom did the plaintiffs enter into a contractual relationship. Was it with the defendants? The plaintiffs can only succeed if they can show that there was such a contractual relationship with the defendants. This, in turn, would also depend,

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inter alia, on the authority , actual or ostensible, of Ah Thiam. I will now turn to examine the evidence.

8 Plaintiffs' case The evidence tendered for the plaintiffs is as follows. Ah Thiam was a painter. Since 1976 he had bought paint from one Lim Ching Seng (LCS) of Chin Leong Paint and Chemical Pte Ltd (CLPC). According to Ah Thiam, LCS told him that LCS was the boss of the defendants and the defendants intended to bid for some works. LCS asked Ah Thiam if he was interested and, if so, to submit a quotation. Subsequently, Ah Thiam and LCS went to the defendants' office and met some Japanese there. As considerable plumbing works were involved in the project, Ah Thiam brought in the plaintiffs, of which one Quak Lik Chian (Quak) was and is the sole proprietor. Ah Thiam brought a copy of the quotation form for Quak to fill in in respect of that portion concerning plumbing and sanitary works. The other parts of the quotation, involving other works, were filled in by other tradesmen. When all parts of the quotation form were filled up, Ah Thiam brought it back to the defendants.

9 Ah Thiam told Quak that for recommending Quak to do the plumbing and sanitary works, he would expect a commission. In pursuance of that understanding, Ah Thiam and Quak signed a written note in Chinese (PB2). As the contents of this note are of some importance, I shall set out the English translation (PB3) in full:-

10 I, Tay Ah Thiam, i/c no 0115295/E, recommend Hendrick Engineering Co, as the contractor for the plumbing work at Changi Hospital. In the course of work all the plumbing installation and inspection work shall come under the

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direct supervision of Mr Quak Lik Chian of Henderick Engineering Co., Kansai Paint and PWD.

11 I wish to state that my term of recommendation for Hendrick Engineering Co. to undertake the plumbing work is that 8% of the total tender price for the plumbing work as accepted by the PWD be set aside as my allowance. The balance shall be reward to which the said Company (Hendrick Engineering Co.) is entitled.

12 I am the one who recommend Mr Quak Lik Chian to Kansai Paint to be its plumber (Re: PUB licenced plumber) for the duration of the contract with Changi Hospital. Hereafter whatever rewards he is entitled to and costs expended by him on Changi Hospital shall be borne by Kansai Paint."

13 Ah Thiam said that LCS was aware of his arrangements with Quak and that he had shown the note (PB2) to LCS. When work started at the end of July 1985, Ah Thiam's financial position was already bad as he owed money to various people. On 16 Nov 1985 a garnishee order nisi was issued by Build-Treat Pte Ltd against Ah Thiam for a judgment debt of $19,851.67. The stated garnishees were Kansai Paint (S) Pte Ltd and Standard Chartered Bank. In view of this, he was asked by LCS not to carry on the project. He was also asked to write a letter as follows:-

14 "M/s Chin Leong Construction Pte Ltd7 Dec 1985 2 Tanjong Penjuru Singapore 2260

15 Dear Sir

16 Re: Changi Hospital Project

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17 I am to inform that I do not wish to continue the work with yourselves at Changi with effect from 7.12.85.

18 Yours faithfully

19 Tay Ah Thiam Renovation Work"

20 He explained that he addressed the letter to CLC because he was told to do so by LCS. But he admitted that the letter was prepared by his clerk on his instructions.

21 Ah Thiam said that at the work site instructions were given by PWD. He had a foreman on site, one Low Kheng Hock, otherwise known as "Ah Aw". One Leonard Lim was the representative of the defendants at site and one Jeffrey Ng was the representative of CLC.

22 Whenever Ah Thiam required progress payment he would ask LCS for it. Quak would inform Ah Thiam of the amount he would be claiming for his portion of the works. Until Ah Thiam left the project, all the cheques for progress payment (six or seven in all) were issued by CLC to Ah Thiam or his firm. He had never received any payment from the defendants. He said that he took upon himself the task of seeking payments from LCS for the plaintiffs because he had an interest in it, namely, his commission. Ah Thiam would pay to Quak from the sum Ah Thiam received from CLC. Ah Thiam alleged that he had told LCS that payments to Quak should be made through him. Quak had agreed to this arrangement.

23 This project was not the first occasion on which Ah Thiam had business dealings with Quak. In earlier projects Quak had always been the sub-contractor

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of Ah Thiam. But Ah Thiam claimed that for this project Quak was not his sub contractor. As regards the other tradesmen on the project, Ah Thiam said that they were his sub-contractors because he had engaged them to do the jobs. So for this project what Ah Thiam was saying was that there were two sub-contracts. First, there was a sub-contract between the defendants and the plaintiffs. Second, there was another sub-contract between Ah Thiam and the defendants in relation to works other than plumbing and sanitation.

24 Quak in his evidence said that he first heard of Kansai, the defendants, in 1984. He had done works for the defendants under a term contract which the defendants had with PWD. He heard from Ah Thiam that LCS was the boss of the defendants. In respect of the works done under the term contract, Quak agreed that he was the sub-contractor of Ah Thiam. However, in respect of the Changi Project, as the amount involved was large, it being of about $100,000 to $200,000, he wanted to deal directly with the defendants. He had then also heard that Ah Thiam was in financial difficulties. Quak said that as LCS trusted Ah Thiam and wanted to make payments only to Ah Thiam, he agreed to receiving payments through Ah Thiam. His arrangement with Ah Thiam was set out in PB2, which was written before he commenced work.

25 Quak said that in the course of carrying out the works he received instructions from the PWD officer, Tan Hock Lye, and Leonard Lim but never from Jeffrey Ng or from Ah Thiam. He received two payments from Ah Thiam. Thereafter, Ah Thiam ceased to have anything to do with the project. In Dec 1985, he stopped work because there were outstanding sums due to him for works already done. The PWD officer queried about this stoppage. Quak tried to contact LCS. One of the telephone numbers he was given was that of the defendants. Following a meeting on site and the assurances by LCS that

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payment would be forthcoming, Quak resumed work. By that assurance he took it to mean that the defendants would pay, as LCS was the boss of the defendants. Later, Quak was brought by Ah Thiam to see LCS at an office at 146, Rangoon Road. After work recommenced, he received small payments at site through Leonard Lim. In cross examination he agreed that he also received payments from Jeffrey Ng. Quak said that in his discussion with LCS, the name of CLC was never raised. However, he admitted that thereafter he received payments by cash and cheques and the cheques were those of the firm of Thian Hock Seng Construction. Cash payments were handed to him by Leonard Lim and Jeffrey Ng.

26 In cross-examination Quak further agreed that he did not submit his quotation direct to the defendants but through Ah Thiam. He also agreed that no one would know, by merely looking at the form of the quotation, that it was from him. There was no discussion with anyone from the defendants on payments. When asked how was he to receive payments, he said that "Thiam would approach me and ask me how much money I needed and he would claim from LCS." Quak would give a copy of the record of measurement to Ah Thiam, none to the defendants.

27 As regards the sum of $3,500 claimed for fees, Quak admitted that only $2,500 related to the Changi project. Except for a small sum for disbursements, most of the $2,500 was to cover his professional fees, site survey, drawing, attending to PUB, and transportation.

28 The Plaintiffs also rely upon PB4 to prove that they were the sub-contractors of the defendants. PB4 was a letter dated 17 September 1985 from the defendants to PWD informing the latter that the licenced plumber of the

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defendants for the project was Quak Lik Chian. I would, however, observe that earlier on 20 August 1985 Ah Thiam wrote to CLC (DB5) informing the latter that his licensed plumber was Quak. Defence witness, Leonard Lim has explained that for plumbing works, there was a need to submit the name of the plumber to the PWD.

29 Defendants' case The defence called a number of witnesses. One of them is Sum Kin Chiew (Sum). He was the Sales Manager of the defendants in 1985. He signed the tender submitted to the PWD in respect of the Changi project. He also signed the formal agreement (DB2) sub-contracting the entire works to CLC. He agreed that the sub-contracting of the project to CLC was not by way of open-tender. It is clear that the defendants and CLC were and are close business associates. Sum said that the defendants had made full payment to CLC on the project; they had never made any payment to Ah Thiam or the plaintiffs. Claims for progress payment received by the defendants from CLC would be sent to Leonard Lim for his verification. Each claim would then be counter checked by the project manager of the defendants, one Hanashiro. Thereafter, the claim would come to Sum for his signature and he would then forward it to a director for approval. When all that had been done, the accounts department would prepare the cheque to be issued to CLC. The defendants' main interest in the project was to sell the paint of the company.

30 Sum denied that the defendants had ever engaged or appointed Ah Thiam as their agent to engage sub-contractors. Even before this project the defendants had appointed CLC as sub-contractors in other projects and in those other projects Ah Thiam was also the sub-contractor of CLC. Sum told the court that LCS stepped down as the Managing Director of the defendants in December 1980. From then on LCS did not have an office at the defendants; neither did he

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have any management power in the defendant-company. He was just a shareholder and director.

31 In his evidence LCS said that, like all previous projects, CLC sub-contracted the entire Changi project from the defendants. CLC in turn sub-contracted it wholly to Ah Thiam. CLC is a company owned by him and his family. LCS told the court that he first heard of the Changi project from Hanashiro of the defendants, among others. LCS was asked to make estimates for a tender. He contacted Ah Thiam and other sub-contractors. Ah Thiam gave LCS a quote for the whole project. LCS discussed the quotation with Ah Thiam at his Rangoon Road office (that of CLPC and CLC) before submitting it to the defendants. After that there was a meeting at the defendants' office where both LCS and Ah Thiam were also present. The defendants asked that the quote be reduced lest it might not be successful. Quak was not present at that meeting. LCS' arrangement with Ah Thiam was that whatever Ah Thiam quoted, CLC would ask for 4%. That would be CLC's profit margin. LCS denied that he was shown PB2 before. The defendants appointed CLC as their sub-contractors because of the contacts which LCS had with small contractors generally in the industry.

32 LCS said that progress payments made to Ah Thiam were by cheques. LCS would ask Jeffrey Ng to confirm the progress payments claimed by Ah Thiam. Ah Thiam would issue an invoice for each progress payment claimed (e.g. 2DB105).

33 At about the time Ah Thiam disappeared, LCS went to the worksite because he heard that work had stopped. He appointed Thian Hock Seng Construction as the new sub-sub contractors for the remaining works in place

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of Ah Thiam. After works had resumed, CLC, as before, did not make any payment to the plaintiffs or to any other tradesmen. All payments were made to Thian Hock Seng Construction. LCS said that in all about $393,000 were paid to Ah Thiam and $206,000 paid to Thian Hock Seng Construction. LCS admitted that he had overpaid Ah Thiam. All the payments were documented.

34 LCS told the court that CLC suffered a loss of over a hundred thousand dollars on the project. The reason was that Ah Thiam's quotation was low. With him abandoning the works, the amount which CLC had to pay to Thian Hock Seng Construction for the remaining works was higher. There was also overpayment made to Ah Thiam.

35 LCS admitted that Ah Thiam did bring Quak to see him at Rangoon Road. But that was before the work stoppage on site. The plaintiffs wanted more money from Ah Thiam, who in turn asked LCS for more money. But LCS told Ah Thiam that he had taken more money than he was entitled to and LCS refused to pay.

36 LCS stated that it was up to Thian Hock Seng Construction to engage whomsoever they wished to carry on the remaining plumbing and sanitary works. LCS said that he never represented that he was speaking for the defendants. LCS admitted that people did call him "towkay Lim" or "Boss Lim". He was the Managing Director of "Kansai Paint Singapore Pte Ltd" for only over a year. Up to 1979 the company was known as "United Paint" and LCS was the Managing Director of United Paint.

37 Analysis of the evidence and findings

38 The issue which I have to decide is: were the plaintiffs the sub-contractors of the defendants? In my view, the following points are most pertinent.

39 (i) For all previous projects the plaintiffs were the sub-contractors of Ah Thiam. I also find that in turn Ah Thiam was the sub-contractor of CLC (the evidence of Sum and LCS on this aspect was not challenged). (ii) In relation to the tendering for the Changi project, Quak never attended the office of the defendants to discuss his quotation. There was never any direct contact between Quak and Kansai on it. Quak did not even see LCS on his quotation. We don't even know the exact amount of the quotation of Quak in respect of the plumbing and sanitary works. (iii) Ah Thiam submitted the entire quotation for the Changi project, which included that part relating to the plumbing and sanitary works of the plaintiffs, to LCS, and LCS in turn arranged for a meeting with the Kansai management to discuss the quotation where Quak was not present. (iv) Until the departure of Ah Thiam from the project, the plaintiffs received their progress payments from Ah Thiam, who in turn, had claimed for progress payments from CLC (2DB103-156), including those of the plaintiffs. It should be noted that Ah Thiam's invoices were all addressed to CLC. If Ah Thiam's own contractual arrangement was with the defendants, why did he address his invoices to CLC. At that time Ah Thiam was already an experienced contractor. (v) From about 16 December 1985, all progress payments were made by CLC to Thian Hock Seng Construction (2DB38-101). (vi) On his evidence, since December 1985 Quak had received two cheques from Thian Hock Seng Construction in payment of the works. Other payments were in cash, handed to him by Leonard Lim and Jeffrey Ng. (vii) The defendants had appointed CLC to be their sub-contractor for the entire Changi project (DB2) and the defendants had made progress payments only to CLC and no one else. (viii) At all material times, LCS and his

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family only owned about 25% of the shares in the defendant- company and about 66% were owned by the Japanese. The rest were held by other shareholders.

40 (ix) LCS had ceased to be the Managing Director of the defendants since the end of December 1980, some four and a half years before the Changi project though he continued to be a director. (x) There was nothing to indicate that the sub-contract between the defendants and CLC was not bona fide. Everything was documented. While I can see that CLC and the defendants did (probably still do) have a close business relationship, that in itself cannot suggest that there was anything improper in the sub-contract arrangement between them.

41 Counsel for the plaintiffs sought to argue that in relation to the project CLC was really the agent of the defendants rather than its sub-contractor. The objective evidence do not support that contention. It must be borne in mind that this was not the first time that CLC enter into such an arrangement with the defendants. Neither was it the first time that Ah Thiam had dealings with CLC.

42 On the facts which are really undisputable, I do not find that there is any contractual nexus between the plaintiffs and the defendants on the Changi project. As I see it, it was the intention that the previous arrangement between the defendants, CLC, Ah Thiam and the plaintiffs, should continue in respect of this project. The only document which appears indirectly to link the plaintiffs with the defendants is the note dated 26 July 1985 (PB2) signed between Ah Thiam and Quak. The thrust of that document recorded the fact that Ah Thiam had recommended the plaintiffs for the plumbing works in the Changi project and for that the plaintiffs were to pay Ah Thiam 8% of the price of the plumbing

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works as commission. I recognise that the difficulties with this document probably lie in the second sentence of the last paragraph:-

43 "Hereafter whatever rewards he is entitled to and costs expended by him on Changi Hospital shall be borne by Kansai Paint."

44 It is not clear to me what exactly was meant by this sentence and I do not propose to analyse it to determine what was intended. It is really tenuous to argue that this sentence, or for that matter the whole of that document, is evidence that a contractual relationship was in existence between the plaintiffs and the defendants.

45 However, even for the sake of argument, if one were to assume that that sentence could be construed to mean that there was a direct contractual relationship between the plaintiffs and the defendants on the plumbing and sanitary works, that construction is clearly not supported by the facts, which I have enumerated above. More importantly the defendants had nothing to do with that document. Ah Thiam had been making claims for progress payment from CLC from the commencement of the works. Ah Thiam had received progress payments from CLC and from which payments he would pay to all the tradesmen, including the plaintiffs. I find that Ah Thiam and Quak had this document prepared for their own purposes. It might well be Ah Thiam's way of reassuring the plaintiffs. I find that Ah Thiam never showed this document to LCS and on this I accept the evidence of LCS. I can see no reason for Ah Thiam to let LCS know what his private deals with Quak were. Perhaps he is now saying all that to make amends to Quak for the payments he had failed to make to Quak or for the losses he had caused Quak. For example, he said he addressed the letter of 7 Dec 1985 to CLC because LCS asked him to do so, as if to suggest

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that if not for that he would address it to the defendants. But he had been submitting invoices to CLC to claim for progress payments and had been receiving cheques from CLC in payment. It seems to me obvious that he wrote the said letter to CLC because he was plainly the sub-contractor of CLC. I can well understand that LCS could have told Ah Thiam: "write us a letter to that effect." Generally, I do not find Ah Thiam to be a reliable witness.

46 Reverting to the allegation in the amended Statement of Claim that Ah Thiam was the agent of the defendants and as such agent Ah Thiam procured the plaintiffs to enter into a contract with the defendants to carry out the plumbing works, there is simply no reliable evidence to support that allegation. Whatever objective evidence there is points the other way. There was certainly no actual authority conferred by the defendants upon Ah Thiam to negotiate a contract on behalf of the defendants with the plaintiffs. Neither was there ostensible authority. As stated above, the past dealings between the plaintiffs, Ah Thiam, CLC and the defendants had always been that the plaintiffs would be the sub-contractors of Ah Thiam, and Ah Thiam would be the sub-contractor of CLC and in turn CLC would be the sub-contractors of the defendants. Nothing was done by the defendants which could be suggested to clothe Ah Thiam with any authority of an agent to act on behalf of the defendants in relation to the project.

47 Quak tried to explain that for this project he intended the arrangement to be different. He wanted to have a direct contractual relationship with the defendants because the works and the amount involved for his part of the job were substantial. He had also heard of the financial difficulties of Ah Thiam. But if that were so, why did he not write or communicate directly with the defendants. We don't even know what was the actual amount Quak quoted for

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the plumbing and sanitary works. It was not as if he had never dealt directly with the defendants before. In relation to an earlier job involving the replacement of a 150mm diameter water pipe at the premises of the defendants, a direct quote was rendered by the plaintiffs to the defendants. I also wish to add that I seriously doubt that at the commencement of the project LCS knew the bad financial position of Ah Thiam. LCS said that he only knew of that when works were about to stop on site. I do not think it likely that LCS would appoint Ah Thiam to be the sub-contractor if he knew that Ah Thiam was being sued by others and was in financial difficulties; he could not have failed to appreciate that that could give rise to difficulties and affect the progress of the project.

48 Furthermore, if Quak was really concerned about the financial position of Ah Thiam, why did he agree to make claims through Ah Thiam and to receive payments through Ah Thiam? This is entirely inconsistent. Quak's explanation that he accepted this payment arrangement because LCS trusted Ah Thiam is feeble. In fact, this explanation lends support to what LCS said all along that he only dealt with Ah Thiam and that CLC sub-contracted all the works to Ah Thiam. This evidence of Quak (NE 41) is most telling:-

49 "Q: If you already had a past relationship with Kansai why did you need an introducer?

50 A: At that time I was a sub-contractor of PW1 and PW1 was in the good books of Kansai. Kansai trusted PW1 more than me."

51 Ah Thiam also made the point that the name of CLC was not seen at the work site. Even if that were so, I do not see what that proves. The fact remains

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that Ah Thiam had been claiming progress payments from CLC. I find that he knew the status of CLC.

52 A fair portion of the other oral evidence of both parties touches on the working relationship among Ah Thiam, Quak and the representatives of CLC and the defendants. As stated before, Leonard Lim represented the defendants. He was there most of the time. CLC's representative was Jeffrey Ng. But he was not there all the time. He turned up about three times a week, a couple of hours each time. Ah Thiam's full time foreman was Ah Aw, but he was not called upon to testify. On top of that there was a PWD officer overseeing the works. The plaintiffs sought to show that it was Leonard Lim who was the one giving instructions to Quak on the plumbing and sanitary works. Quak said that he never received instructions from Ah Thiam or Jeffrey Ng. I think it would be most unsatisfactory to rely on such oral evidence to determine the contractual relationship between the parties where there is other more objective evidence. The accuracy of such recollections, relating as they do to daily events, may often be questionable. It would further be unrealistic to expect strict formality to be observed on site. Even if Leonard Lim did from time to time give instructions to Quak, and I am inclined to think he must have (Leonard Lim said that he did not instruct but only told the workers), I do not see how that is improper, or consistent only with there being a contractual relationship between the plaintiffs and the defendants. It must be borne in mind that Leonard Lim represented the main contractors, who were accountable to the PWD for the project. It was Leonard Lim's duty, as much as of CLC and of Ah Thiam, to ensure that all works were done according to specifications, irrespective of whether a particular piece of work was done by a sub-contractor or a sub-sub-contractor.

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53 The system of sub-contracting is a common feature in the building and construction industry in Singapore. The evidence before me as to the past dealings between the plaintiffs, Ah Thiam, CLC and the defendants is proof of that. This system was one which Quak was familiar with. And if he wished to deal directly with the defendants, he could and should have done so. In my judgment, the reason Quak did not deal directly with the defendants in relation to the project was because he realized that the defendants had sub contracted the entire project to CLC, as was done in the earlier projects, and CLC was only prepared to deal with Ah Thiam. Thus, Quak in turn had to deal with Ah Thiam and to accept the job as a sub-contractor of Ah Thiam. He knew where he stood. I do not think the mere fact that the defendants had informed PWD that their registered plumber was Quak created a contractual relationship where none existed. It was and is the standard procedure for the main contractor to inform PWD of the name of the plumber. PWD would only deal with the main contractor. We have in evidence that it was Ah Thiam who informed CLC that "my registered plumber (was) Mr Quak Lik Chain." If Quak were the sub-contractor of the defendants rather than of Ah Thiam why should Ah Thiam have written such a letter?

54 In the result I find that the plaintiffs have not proven that they had any contractual relationship with the defendants or that they were the sub-contractors of the defendants. On the contrary, the objective evidence shows that they were the sub-contractors of Ah Thiam.

55 With the disappearance of Ah Thiam in December 1985, the responsibility fell on CLC to find another sub-contractor to carry on with the remaining works. This they did. I do not see why at that juncture LCS should purport to represent the defendants, as was alleged by Quak. I cannot see any

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advantage in LCS, though he was a director of the defendant, claiming to be speaking for the defendants when he had no authority to do so and when that would be contrary to the true position. It might be possible that in the discussions at the site following the stoppage of work, the defendants' name could have been mentioned by LCS and others. The defendants were, after all, the main contractors. But I do not think that Quak could have been misled. In coming to this conclusion I have considered the totality of the evidence. I note in particular that he had received cheque payments from Thian Hock Seng Construction and probably cash payments too, though the evidence on this is not too clear. The plaintiffs had also issued at least one invoice to Thian Hock Seng Construction. I ask myself this related question: if, in fact, Thian Hock Seng Construction were not the new sub contractors for all the remaining works would CLC pay all the sums due for the remaining works to them?

56 Of course, in so far as the defendants were concerned the appointment of Thian Hock Seng Construction in place of Ah Thiam did not affect the defendants. The defendants had CLC to look to to ensure that everything was done according to specifications. The defendants had paid CLC for all the works done on the project. Accordingly, the claim of the plaintiffs against the defendants on the basis of quantum meruit must also fail. While I do entertain sympathy for the plaintiffs, having done work and not having been fully paid, I am afraid their remedy lies elsewhere.

57 In the result, the action is dismissed with costs.

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Chao Hick Tin J

Tan Cheow Hin for the plaintiffs
Tan Hong Seng for the defendants

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