

Tan Hin Leong v Lee Teck Im  
[2000] SGHC 70

**Case Number** : OS 1466/1998

**Decision Date** : 28 April 2000

**Tribunal/Court** : High Court

**Coram** : G P Selvam J

**Counsel Name(s)** : Cheong Yuen Hee and CM Sum (CM Sum & Co) for the plaintiff; James Leslie Ponniah and CP Lee (CP Lee & Co) for the defendant

**Parties** : Tan Hin Leong — Lee Teck Im

*Land – Licences – Revocation of licence – Deed granting defendant personal right of occupation of property – Revocation of licence upon breach of terms of deed – Plaintiff serving notice to quit on defendant – Whether contractual licence or bare licence granted – Whether contractual licence revocable at will*

**: Who is who**

Mr Tan Choon Swee (now deceased) the plaintiff's father, was a wealthy businessman. As a mark of his success he maintained three women. The plaintiff's counsel referred to them as three 'wives'. The defendant was one of them. She began living with him as his 'wife' in 1956 when she was 23 years old. They did so at 40 Jalan Seaview. Six years later (1962) he purchased the property known as No 4 Jalan Lada Puteh ('the property'). They cohabited at the property from the time of purchase. He had no child by the defendant. He never deserted her. Mr Tan then was married to the plaintiff's mother. At some unspecified time he began cohabiting with another woman called Madam Ang. Mr Tan died in 1988. The plaintiff's mother died in 1997. The plaintiff is 41 years old. The defendant is 67 years old.

***The licence***

In 1965 Mr Tan purchased another property - No 75 Ming Teck Park. It was purchased in the sole name of the defendant. Subsequently, however, a half interest in Ming Teck Park property was transferred to Mr Tan and they became tenants-in-common. It was rented out.

In 1983 Mr Tan transferred the property to his son. It was meant to be a marriage gift to the son. At that time the plaintiff was living in the USA and continues to do so. The defendant and Mr Tan continued to live in the Jalan Lada Puteh property even though it had been transferred to the plaintiff. There was no hiatus in her occupation of the property.

Now I relate three significant events: The first was that in 1987 Mr Tan transferred his half interest in the Ming Teck Park property to Madam Ang who then moved into that property with her children by Mr Tan. Second was the summoning of the plaintiff to Singapore by Mr Tan in 1987. In Singapore, the plaintiff signed a deed by which he granted a licence to the defendant to live in the property. The deed is the central feature of his case. Third was the decease of Madam Ang in 1989. Upon her death her son inherited Madam Ang's half share in the Ming Teck Park property.

The plaintiff's brother, Mr Tan's lawful son, took charge of the family business. The defendant continued to reside in the Jalan Lada Puteh property. The eldest son gave \$500 every month to the defendant and made other payments for her benefit. He did so because that was his father's wish. Later he doubled the monthly payment to \$1,000. Things moved smoothly until 1996 when the

defendant wanted to sell her half interest in the Ming Teck Park property. Subsequently it was sold pursuant to an order of court made in 1997. The defendant received something in excess of \$1m cash.

### ***The dispute***

In the meantime the plaintiff gave notice to the defendant asking her to quit the property. The defendant did not oblige. He did not follow that up.

Later the plaintiff ran out of money. About that time the defendant had just run into money following the sale of the Ming Teck Park property. The plaintiff wanted the defendant out of the property with the view to selling it. The defendant refused to comply. The plaintiff gave a second legal notice on 18 July 1998 demanding possession. The defendant asserted her right to occupy the property until death. In the meantime the plaintiff's brother demanded of the defendant \$55,231.71 and filed an action to recover that amount as `moneys advanced to the defendant consisting of cash payments and payments made for the medical expenses incurred by the defendant`. This was the additional monthly payment of \$500 I mentioned in [para ] 5. The defendant paid it without demur. The plaintiff was not so fortunate with his desire. Such are the vagaries of family relationship when it comes to matters concerning money - an all too common phenomenon these days. Hence this action.

### ***The deed***

The resolution of this case calls for the construction of the true meaning and effect of the deed made by the parties. The relevant segments of the deed are as follows:

*1 One Tan Choon Swee holder of Singapore NRIC No 0244387/B of 797 Mountbatten Road Singapore (hereinafter called `the Donor`) was the registered owner of a property erected on Lot 266 of TS 27 known as No 4 Jalan Lada Puteh Singapore 0922 (hereinafter referred to as `the said Property`) more particularly described in the schedule hereto.*

*2 By a Deed of Gift dated the 29th day of December 1983 made between the Donor and the Owner, the Donor in consideration of the Owner's marriage to Cheng Chien Sandy, conveyed unto the Owner by way of a gift all the Donor's rights, title and interest of the said property, such Deed being duly registered in the Registry of Deeds as Volume 2300 and Number 27.*

*3 The Owner is presently completing his tertiary studies overseas and at the request of the Donor and the Occupier has out of goodwill agreed to allow the Occupier to remain in occupation of the said Property only on the terms and covenants as hereinafter set out.*

Now this deed witnesseth as follows:

*1 In consideration of the premises aforesaid, the Owner hereby permit the Occupier to remain in occupation of the said Property at a nominal annual rental of Singapore Dollars \$12.00 only.*

2 The Occupier hereby covenants that:

(a) she will at all times during the occupation of the said Property, keep the same in good and substantial repair and condition and shall at all times permit the Owner, his servants or agents to enter upon the same for the purpose of inspecting the said Property.

(b) she shall pay all Telecoms and PUB bills in respect of the said Property as soon as the same shall become due.

(c) she shall use the said Property only for the purpose of and as a residence only and will not under any circumstances mortgage sell transfer lease agree to lease let sub-let licence or part with the actual or legal possession of the said Property or any part thereof and shall not in particular leave the said Property vacant or unoccupied for any period exceeding seven (7) consecutive days.

(3) The Occupier hereby irrevocably consents and undertakes that she her legal representatives and/or successors shall not under any circumstances whatsoever make any claim whatsoever or otherwise adverse to the interests, rights and/or title of the Owner in the said Property and the Occupier hereby further confirms that she is in occupation of the said Property only with the leave and licence of the Owner and the licence hereby granted is personal to the Occupier and shall automatically lapse upon her death.

(4) If the Occupier shall commit a breach of any of the covenants herein, the Owner's leave and licence granted herein shall be forthwith revoked without any prior notice whatsoever to the Occupier and the Owner shall be entitled to re-enter and recover possession of the said Property and in such an event, the Occupier shall deliver vacant possession of the said Property to the Owner and further remove or caused to be removed all her chattels and belongings in the said Property failing which, the Owner shall be at liberty to remove the same at the costs and expense of the Occupier without being liable responsible or having to account to the Occupier for any loss, damage whatsoever and howsoever caused to the same and without prejudice to the Owner's rights of re-entry and to commence legal proceedings against the Occupier for possession of the said Property or in respect of or in connection with the Occupier's use of the said Property.

### **The notices to quit**

The first notice to quit dated 28 December 1996 read as follows:

*We act for Mr Tan Hin Leong, the owner of the property known as No 4, Jalan Lada Puteh, Singapore 228916 (hereinafter called the 'said property') which you are occupying as licensee.*

*On our client's instructions, we hereby on his behalf, give you notice to vacate and demand and require of you that you do on 31 March 1997 quit and deliver*

*possession of the said property to our client.*

*And take notice that in case of any refusal or neglect on your part to comply with this notice and demand, an action of ejectment or other legal proceedings shall be commenced against you without further notice.*

The second notice to quit read as follows:

*We act for Mr Tan Hin Leong, the owner of the property known as No 4 Jalan Lada Puteh, Singapore 228916 (hereinafter referred to as 'the premises'), which you are occupying as a mere licensee.*

*On or about 28 October 1996, we on behalf of our client served on you a notice to quit to vacate and deliver possession of the premises by 31 March 1997. As you have failed to comply with the said notice, you have since been in unlawful occupation of the premises.*

*Without prejudice to our clients' rights under the notice to quit dated 28 December 1996, we are now instructed to give you notice to quit and demand and require that you do on 31 July 1998 quit and deliver to our client possession of the premises.*

*Take notice that in case of any refusal or neglect on your part to comply with this notice and demand an action for ejectment or other legal proceedings will be commenced against you without further notice in which event you will no doubt be liable for all legal costs thereby incurred.*

### ***The plaintiff's case***

The plaintiff's case was this very simple assertion: The defendant was a bare licensee. The licence was terminated. Accordingly occupation was unlawful. That was his only case. He did not rely on any breach of the obligations in the deed. If the notice to quit took effect it turned the defendant into a trespasser. So there was a claim for damages for trespass.

### ***The defendant's case***

The defendant's answer was that she was a contractual or equitable licensee. She was so by reason of the deed. She was entitled to be in occupation of the property until death provided she was not in breach of the provisions of the deed. The plaintiff did not allege any breach of the provisions by her. In his opening the defendant's counsel attempted to interpolate a case for an equitable interest, namely proprietary estoppel. For reasons which appear later this was at once abandoned.

### ***The plaintiff's argument***

Counsel for the plaintiff read this passage from ***The Law of Real Property*** by Megarry & Wade (5th

Ed) at pp 799 and 800.

*A bare licence is a licence which is not supported by any contract, such as a gratuitous permission to enter a house or to cross a field. It can be revoked at any time on reasonable notice without rendering the licensor liable in damages, but the licensee will not be a trespasser until he has had reasonable time to withdraw. Even a licence granted by deed may be revocable provided that there is no covenant not to revoke it. A revocable licence is automatically determined by the death of the licensor or the assignment of the land.*

It is necessary to set out here two observations the textbook makes in the next paragraph in respect of licences at common law:

*First, licences were inherently revocable, even though in breach of contract;*

*Secondly, that licences, like other merely personal contracts, could not bind third parties.*

Counsel for the plaintiff submitted that the licence contained in the deed was a bare licence; it could be revoked at will as there was nothing to avert a revocation. That submission, in my judgment, begged the question. It ignored the inquiry before the court: is it a bare licence? Does the deed not constitute and contain a contractual licence? Is the defendant not entitled to occupy the property in accordance with the parameters of the deed? To answer these questions it is necessary to consider the law.

### **The old law**

The expression 'licence' in relation to occupation of land was a coinage of the common law. Interests in land were first created by common law in the form of estates. A licence was not an estate in that it gave no interest in land. It made lawful what would be trespass. It was a mere permission or sufferance. Vaughan CJ said in **Thomas v Sorrell** [1674] 124 ER 1098 at 1109:

*A dispensation or license properly passeth no interest, nor alters or transfers property in any thing, but only makes an action lawful, which without it had been unlawful. As a licence to go beyond the seas, to hunt in a mans park, to come into his house, are only actions, which without licence, had been unlawful.*

*But a licence to hunt in a mans park, and carry away the deer kill'd to his own use; to cut down a tree in a mans ground, and to carry it away the next day after to his own use, are licences as to the acts of hunting and cutting down the tree; but as to the carrying away of the deer kill'd, and tree cut down, they are grants.*

*So to licence a man to eat my meat, or to fire the wood in my chimney to warm him by, as to the actions of eating, fireing my wood and warming him, they are licences; but it is consequent necessarily to those actions that my property be destroyed in the meat eaten, and in the wood burnt, so as in some cases by consequent and not directly, and as its effect, a dispensation or licence may destroy and alter property.'*

The concept of licence stemmed from the feudal politico-economic system of land-holding. An interest in land was a right ***in rem***. Under it the peasant and pedestrian could step on the land with the permission and sufferance of the squire who owned it but must step out when the licence was revoked. They had no interest in it. Under that law women as a rule were in no better position. Deserted wives and deserted mistresses were in a worse position. As the common law rigidified it became impossible to change the law.

The concept of a licence in relation to land was well stated and illustrated in **Wood v Leadbitter [1845] 153 ER 351**. Wood paid a guinea and gained admission to the Grand Stand of the Racecourse at Doncaster. The Earl of Eglington, who was the steward of the races, took objection to the plaintiff's presence because of a previous incident and directed the defendant Leadbitter to secure the departure of the plaintiff. When asked to leave the plaintiff refused. In the event he was forcibly evicted. The plaintiff sued the defendant for assault and false imprisonment and return of the ticket price. The claim was dismissed on the ground that it was lawful for Lord Eglington to withdraw the licence without assigning any reason or returning the price of the ticket because the property belonged to the Lord. The plaintiff applied to set aside the decision on the ground that as the licence was given pursuant to the purchase of the ticket as therefore it was irrevocable and in any event not without returning the price of the ticket. The report of case states this proposition of law: 'A right to come and remain for a certain time on the land of another can be granted only by deed; and a parol licence to do so, though money be paid for it, is revocable at any time, and without paying back the money.'

Alderson J, in dismissing the application, said: 'A license under seal (provided it is a mere license) is as revocable as a license by parol; and, on the other hand, a license by parol, coupled with a grant, is as irrevocable as a license by deed, provided only that the grant is of a nature capable of being made by parol. But where there is a license by parol coupled with a parol grant, or pretended grant, of something which is incapable of being granted otherwise than by deed, there the license is a mere license; it is not an incident to a valid grant, and it is therefore revocable.'

It is patent that the contractual right of the plaintiff was entirely ignored. This has been defended by many on the procedural ground that because the claim was founded on tort, a claim in assumpsit, that is contract, had to be ignored. Not everyone agrees with that explanation. It is clear that that could not be the reason for the decision since it was expressly held that there was no obligation to refund the price of the ticket. The law that supported the decision was this: a ***right*** to enter and remain on someone else's land could only be founded on some proprietary interest in the land or a chattel in the land. An interest of the former kind had to be contained in and evidenced by a deed. A deed without an interest or an interest without a deed gave a revocable licence and not a right ***in rem***. Anything short of a proprietary interest gave no right of occupation at common law. It could only amount to a mere licence, that is a bare licence. It was revocable at will even though it would result in a claim for damage for breach of contract which was a right in personam. If one had no interest in land there could only be a licence which is a mere permission and not a legal right. Such was the nature of licence in law.

### ***The new law***

That, as the saying goes, was then. That law, to borrow eloquent words of Watkins J in **Verrall v Great Yarmouth Borough Council [1981] QB 202** 'died with Queen Victoria. It has no place in the life and times in which we live.' Now the law is very different. A new development stemmed from the

sea change caused by the fusion of common law and equity by the Judicature Acts in the Nineteenth Century. A new concept called contractual licence evolved. See **Winter Garden Theatre (London) Ltd v Millennium Productions Ltd [1948] AC 173**. Denning LJ explained its nature in *Errington v Errington and Woods [1952] 1 KB 290* at 298-299:

*Although the couple had exclusive possession of the house, there was clearly no relationship of landlord and tenant. They were not tenants at will but licensees. They had a mere personal privilege to remain there, with no right to assign or sub-let. They were, however, not bare licensees. They were licensees with a contractual right to remain. As such they have no right at law to remain, but only in equity, and equitable rights now prevail. I confess, however, that it has taken the courts some time to reach this position. At common law a licence was always revocable at will, notwithstanding a contract to the contrary: **Wood v Leadbitter**. The remedy for a breach of the contract was only in damages. That was the view generally held until a few years ago: see, for instance, what was said in **Booker v Palmer** and **Thompson v Park**. The rule has, however, been altered owing to the interposition of equity.*

*Law and equity have been fused for nearly 80 years, and since 1948 it has been clear that, as a result of the fusion, a licensor will not be permitted to eject a licensee in breach of a contract to allow him to remain: see **Winter Garden Theatre, London v Millenium Productions Ld, per Lord Greene**, and in the House of Lords **per Lord Simon**; nor in breach of a promise on which the licensee has acted, even though he gave no value for it: see **Foster v Robinson**, where Sir Raymond Evershed MR said that as a result of the oral arrangement to let the man stay, he was entitled as licensee to occupy the premises without any payment of rent for the rest of his days. This infusion of equity means that contractual licences now have a force and validity of their own and cannot be revoked in breach of the contract. Neither the licensor nor anyone who claims through him can disregard the contract except a purchaser for value without notice.*

A contractual licence is more than a bare licence. It does not give an interest in land but creates a right of occupation in specie. It is irrevocable except as contemplated by the terms of the contract. If it is revoked or if a revocation is threatened the court will decide whether it should be enforced in specie by granting an order for injunction or specific performance, or compensated by an award of damages. Under the new regime of contractual licence, bare licences and licenses coupled with an interest in land or chattel became effectively irrelevant.

**Verrall v Great Yarmouth Borough Council [1981] QB 202** illustrates the concept of contractual licence with poignant clarity. The National Front was a political party whose principal political philosophy was to keep Britain exclusively white. It was opposed to all non-European immigration into Britain and was committed to a programme for the settlement overseas of non-Europeans already in Britain. It was also implacably opposed to Communism and all other forms of Marxist Socialism. In 1976 the National Front entered into a contract with the defendants, Great Yarmouth Borough Council, to hold its annual conference in the defendants' hall for two days. The Council at that time was controlled by the Conservative Party. Before the date of the conference, the Labour Party assumed control of the Council. The new Council resolved to rescind the approval for the use of the conference hall by the National Front and return the money (£6,000). The National Front, unable to find an alternative venue, brought an action for specific performance of the contract. Watkins J gave the plaintiffs, members of the National Front, judgment for specific performance of the contract to use the hall. The defendants appealed to the Court of Appeal which by a collective decision affirmed the judgment of Watkins J.

Lord Denning MR reasoned his decision in these words:

*Since the **Winter Garden** case, it is clear that once a man has entered under his contract of licence, he cannot be turned out. An injunction can be obtained against the licensor to prevent his being turned out. On principle it is the same if it happens before he enters. If he has a contractual right to enter, and the licensor refuses to let him come in, then he can come to the court and in a proper case get an order for specific performance to allow him to come in. An illustration was taken in the course of the argument. Supposing one of the great political parties - say, the Conservative Party - had booked its hall at Brighton for its conference in September of this year: it had made all its arrangements accordingly: it had all its delegates coming: it had booked its hotels, and so on. Would it be open to the local council to repudiate that agreement, and say that the Conservative Party could not go there? Would the only remedy be damages? Clearly not. The court would order the council in such a case to perform its contract. It would be the same in the case of the Labour Party, or whoever it may be. When arrangements are made for a licence of this kind of such importance and magnitude affecting many people, the licensors cannot be allowed to repudiate it and simply pay damages. It must be open to the court to grant specific performance in such cases.*

Lord Denning MR found support for his reason in the words of Viscount Simon in **Winter Garden Theatre (London) Ltd v Millennium Productions Ltd** [1948] AC 173 at 189:

*A third variant of a licence for value which constantly occurs, as in the sale of a ticket to enter premises and witness a particular event, such as a ticket for a seat at a particular performance at a theatre or for entering private ground to witness a day's sport. In this last class of case, the implication of the arrangement, however it may be classified in law, plainly is that the ticket entitles the purchaser to enter and, if he behaves himself, to remain on the premises until the end of the event which he has paid his money to the witness.'*

Roskill LJ declared that the following statement of Lord Greene MR in **Booker v Palmer** [1942] 2 All ER 674 at 677 cannot stand alongside the decision of the House of Lords in the **Winter Garden Theatre** case: 'If a licence is revoked in breach of a contract, the remedy is damages and nothing else, the reason being that the licensee has no estate in the land at all.' Roskill LJ accepted and applied the following part of Lord Uthwatt's speech in the **Winter Garden Theatre** case at 202-203:

*The settled practice of the courts of equity is to do what they can by an injunction to preserve the sanctity of a bargain. To my mind, as at present advised, a licensee who has refused to accept the wrongful repudiation of the bargain which is involved in an unauthorized revocation of the licence is as much entitled to the protection of an injunction as a licensee who has not received any notice of revocation; and, if the remedy of injunction is properly available in the latter case against unauthorized interference by the licensor, it is also available in the former case. In a court of equity, wrongful acts are no passport to favour.*

It now only remains for me to refer to two cases which have a closer relevance to the issue at hand.



**Hardwick v Johnson** [1978] 2 All ER 935[1978] 1 WLR 683 illustrates the new law. The plaintiff was the defendant's mother-in-law. The defendant's husband had been married once before. When the son became engaged to the defendant the plaintiff was in a generous mood. She bought a house for £12,000 in her own name for the couple to live in. The couple were required to pay £7 per week as 'rent'. After they married and moved into the house they made a few payments as agreed. Within two years the marriage broke down when the son took up with another woman soon after the defendant became pregnant. She continued to live in the house with her child. Now the mother-in-law had a change of heart. She retained solicitors to obtain possession of the house from the daughter-in-law. The latter refused to move out. So the mother-in-law took the daughter-in-law to court. The County Court dismissed the mother-in-law's claim. The judge treated it as a case on contract even though everything about the 'family arrangement' was vague. The mother-in-law appealed. The Court of Appeal dismissed her appeal. Lord Denning MR did not think that 'it could properly be called a contractual licence because it is difficult to say that this family arrangement was a contract'. He thought 'it was more in the nature of an equitable licence of which the court has to spell out the term'. He decided that the defendant could live in the house on payment of £28 per month. Roskill LJ and Browne LJ preferred to call it 'a contractual licence rather than an equitable licence'. The rights of occupancy were given both to the son and daughter-in-law who was not in breach of the conditions of the licence. The question, how long she could live in the house, did not arise and was not decided.

The next case, **Tanner v Tanner** [1975] 3 All ER 776[1975] 1 WLR 1346, was about a deserted mistress, the defendant Miss Josephine MacDermott. The plaintiff was a married man. She took the name 'Mrs Tanner' even though she was not married to the plaintiff in the eyes of the law. She had twin daughters by him in 1969. The plaintiff bought a house on mortgage in his name. The defendant moved into the house with the twins. She gave up a rent controlled flat and moved into the house and spent some money to furnish it. In the meantime the plaintiff divorced his first wife and married another woman who became pregnant. The plaintiff's life entered a phase of financial difficulties. He commenced an action in the County Court seeking possession of the house. She resisted the action. Contract was not expressly pleaded. The county court judge ordered possession. Miss MacDermott appealed. The Court of Appeal reversed the decision below and implied a contractual licence from the facts before it. The consideration for the contract was her giving up the rent controlled flat and looking after the twins.

In the above two cases there was no formal written contract. The contract was implied by the court. Even so the contractual licences were not held to be indeterminate and terminable at the whim and will of the owner of the property. Such is the nature of licence in equity.

### ***Rules of construction of contract***

Before examining the opposing contentions of the parties it is fit to comment on the adjectival aspect of the case. It was begun by way of an originating summons. That was the correct procedure because the true concern of this case is the construction of the deed. As to the matrix of material facts necessary for that exercise there was no disagreement. They were all in the affidavits. In the event, it was converted into a writ action and came before me for trial. Witnesses were called but to little avail. The plaintiff had stated in his evidence in chief that 'it was decided that the parties should enter into a Deed to reflect the real position of the defendant with respect to the property'. So the resolution of the case depended on what could be discovered within the four corners of the deed. In this regard the following words of Lord Wilberforce in **Reardon Smith Line v Hansen-Tangen** [1976] 3 All ER 570[1976] 1 WLR 989 at 996 are salutary:

*When one speaks of the intention of the parties to the contract, one is speaking objectively - the parties cannot themselves give direct evidence of what their intention was - and what must be ascertained is what is to be taken as the intention which reasonable people would have had if placed in the situation of the parties.*

Counsel for the defendant brought to the notice of the court the well-established rule of construction that when in doubt a deed should be construed against the grantor and in favour of the grantee. The underlying meaning of this rule is that he who gives must give completely. However, when the words of the deed are clear it is unnecessary to invoke the assistance of this rule.

### ***The decision***

A careful reading of the deed reveals that the deed created a contractual licence as it is understood by equity lawyers today. It is not revocable at the whim and will of the plaintiff. It is not a licence for an indefinite period but one with inbuilt limitations. It is the kind of licence which a man would extract from his son to whom he gives the property as a gift but wants to ensure that his wife has a roof over her head during her life. A court of equity will not view it as a bare licence terminable at the will of the son and turn out his mother.

There was a contractual licence because right of occupation was created by a deed signed, sealed and delivered by the plaintiff and the defendant. It was a formal document executed with a serious intention. More importantly the parties acted on the terms of the deed for more than ten years. It provided for reciprocal rights and obligations. The defendant provided consideration by foregoing forever her right to make any claim adverse to the interests, rights and title of the plaintiff; by undertaking to expend money to keep the property in good repair; and by undertaking to pay a rental of \$12 every year.

The licence, however, was not coupled with an interest because the deed explicitly said so. Even though the defendant was required to pay `rent it was not a lease. The deed defined the right of occupation as a personal right. It cannot be an interest in land. It cannot devolve or be transferred to another party. Accordingly there can be no proprietary estoppel. Express words of the deed excluded proprietary interest of every kind.

The contractual licence is not revocable at will because there is an implied irrevocability at will. The implication arises from the fact that the deed defines the circumstances giving the right to end the right of occupation. If those circumstances cannot be established it is to last for the life-time of the defendant.

Karthigesu JA said in **Neo Hock Pheng v Teo Siew Peng** [1999] 2 SLR 45 that a licence for an indefinite period is terminable at will. That proposition was clearly established by the **Winter Garden Theatre** case. Indefinite agreements, like contracts for service, partnership and the like are as a rule terminable at will. Ultimately, however, the question of revocability is one of construction of the contract. Thus, in **Llanelly Rly and Dock Co v London and North-Western Rly Co** [1873] LR 8 Ch 942 it was held that a perpetual licence was not terminable at will. This was principally because the huge lumpsum consideration of £40,000 went against terminability at will. It was otherwise in the **Winter Garden Theatre** case. This is not the case of a licence for an indefinite and indeterminate period. It would have been so had the plaintiff not executed the deed and let the defendant occupy the property without any specific arrangement. An indefinite and indeterminate licence would be

inconsistent with the contents of the deed which defines the extent and character of the right of occupation. The latter being real the former must be false.

In the result, I would settle this case by applying the doctrine of sanctity of contract. The law must hold a man to the contract he has made. By that doctrine I hold that the plaintiff cannot revoke the licence he has granted to the defendant save in accordance with the terms of the deed. The defendant accordingly is a contractual licence and as such is entitled to a right of occupation of No 4 Jalan Lada Puteh, Singapore. This is without prejudice to the rights of the plaintiff to evict her in future if she were in breach of the terms of the deed. In the result the plaintiff had no entitlement to end the licence and eject the defendant at his whim and will. The notice to quit accordingly had no legal effect.

Counsel for the plaintiff submitted that if the court decided against him there should be a further hearing as to the terms that should be imposed. I cannot accede to that prayer because this is a case of enforcing the terms of a deed. The court cannot rewrite the clear terms of the contract.

**Outcome:**

Plaintiff`s claim dismissed.

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