Goh Teh Lee *v* Lim Li Pheng Maria and others
[2010] SGCA 18

Case Number	: Civil Appeal No 134 of 2009/N
Decision Date	: 26 April 2010
Tribunal/Court	: Court of Appeal
Coram	: Chao Hick Tin JA; Andrew Phang Boon Leong JA; V K Rajah JA
Counsel Name(s)	: The appellant in person; Chelva Rajah SC, Cheah Kok Lim and Leong Kwok Yan (Leong Kwok Yan) for the respondents.
Parties	: Goh Teh Lee — Lim Li Pheng Maria and others

Land – Strata Titles – Collective Sales

[LawNet Editorial Note: The decision from which this appeal arose is reported at [2010] SLR 1041.]

26 April 2010

Chao Hick Tin JA (delivering the grounds of decision of the court):

Introduction

1 This was an appeal by the appellant, Goh Teh Lee ("Mr Goh"), against the decision of the High Court in OS No 1627 of 2008. The judge in the court below ("the Judge") upheld the Strata Titles Board's ("the Board") decision in STB No. 33 of 2008 where it granted an order, pursuant to s 84E of the Land Titles (Strata) Act (Cap 158, 1999 Rev Ed) ("the Act"), for the collective sale of a development ("the Development") comprising of a four-storey block containing 24 flats ("Koon Seng House") and nine pre-war terrace houses, making a total of 33 units.

The facts

2 Mr Goh is the co-owner of one of the 24 flats ("Unit 136D") and the sole dissentient in the proposed collective sale of the Development. We should explain that at the time of the hearings before the Board and the Judge, Mr Goh was involved in divorce proceedings with his then-wife, the other co-owner of Unit 136D, who agreed to the collective sale and appended her signature to the relevant documents. The respondents to this appeal, Lim Li Pheng Maria, Liew Yeow Siang, and Gobindram s/o Ramchand Chandumal (collectively "the respondents"), are members of the sales committee representing the proprietors forming the majority in the application for the collective sale of the Development.

3 This collective sale was unusual in the sense that it involved a property which had a mixed development on it, consisting of not only flats (which is normally the case), but also of terrace houses all on one piece of freehold land which had not been subdivided. The 24 flats were not strata subdivided but were comprised in 999,999 year leases with no share in the land. There was no separate subdivided title for the terrace houses either. The single owner of the terrace houses (now deceased), who was also the proprietor of the land, therefore held her freehold interest in the land subject to the leases of the 24 flats.

4 The idea of a collective sale was first raised in late 2006. By mid 2007, a collective sale

agreement ("the CSA") was signed by the owners of 27 out of the 33 units in the Development. Later, upon realising that the stipulated reserve price for the collective sale was too high, the owners, who were agreeable to the collective sale, agreed to reduce the same. A supplemental agreement ("Supplemental CSA") to that effect was signed by the owners of 30 out of 33 units (which included the owners of 21 out of the 24 flats). The majority then applied for and obtained an allotment of notional share value for each flat and terrace house. Subsequently, on 16 April 2008, an application to the Board for a collective sale order in respect of the Development was lodged, whereupon Mr Goh objected to the same. Despite Mr Goh's objections, the Board made a collective sale order ("the Order") under s 84E of the Act as it stood prior to the Land Titles (Strata) (Amendment) Act 2007 (No 46 of 2007) and the Statutes (Miscellaneous Amendments) (No 2) Act 2008 (No 30 of 2008). However, these subsequent amendments to the Act did not concern the present case. Dissatisfied, Mr Goh lodged an appeal against the Board's decision to the High Court, seeking to halt the collective sale.

5 Before the Board and the High Court, Mr Goh raised numerous grounds of objection to the collective sale. They were, *inter alia*:

(a) The method of distribution for the sale proceeds (which was equal distribution of the sale proceeds among the 33 units) was unfair. Mr Goh argued that the notional share value or floor area of each unit was not taken into account. The "valuation method" of distribution should have been chosen instead;

(b) It was not possible to determine if the required 80% majority had been obtained as notional share values were only assigned after the majority had executed the CSA. In any case, the 80% share value was in fact not obtained;

(c) The application to the Board for a collective sale order was out of time. Mr Goh argued that the application was not made within 12 months after the first 18 owners appended their signatures to the first CSA;

(d) Numerous breaches of mandatory statutory provisions of the Act had been committed and the Board could not waive the same;

(e) There was an injunction made by the Subordinate Court in the course of the matrimonial proceedings between Mr Goh and his then-wife which prevented Mr Goh from disposing of his assets, and the Board did not have the power to override the order of the Subordinate Court; and

(f) Pursuant to s 84E(11) of the Act, the owner of the nine terrace houses was not entitled to the proceeds of the collective sale.

Being dissatisfied with his appeal being dismissed by the High Court, Mr Goh then further appealed to this court, seeking to reverse the Judge's decision.

Preliminary issue before this court

6 Prior to the scheduled hearing of the appeal, we asked for submissions on whether it was necessary, under the existing scheme for collective sales, for co-owners (whether by way of joint tenancy or common tenancy) to act together if they wanted to either support or oppose a proposed sale. The answer to this question was pivotal, as it would determine whether Mr Goh had the *locus standi* to lodge not only the appeal before us, but also the appeal before the court below, and his

objections before the Board. Should Mr Goh lack the requisite *locus standi*, it would mean that he would not have a right to address us on the merits of his case, *viz*, his substantive objections to the collective sale.

7 Having analysed and considered the submissions of both parties, we concluded that all co-owners had to act together to either support or oppose a proposed sale. As Mr Goh's ex-wife, the other co-owner of unit 136D, did not object to the collective sale, and had in fact *agreed* to the collective sale, we found that Mr Goh did not have the *locus standi* to appeal against the Board's Order (be it before this court or the High Court) or to object before the Board in relation to the proposed collective sale of the Development. Accordingly, we dismissed his appeal before us. We now set out the reasons for our decision.

The nature of co-ownership

8 Our decision that all co-owners must act together to either support or oppose a proposed sale is premised on first, the nature of the interest that is being held by the co-owners, specifically, the concurrent interests in the same property, and second, the collective sale regime set out under the Act.

9 It is trite law that an interest in the same property can be owned by two or more persons at the same time, thereby entitling them to simultaneous enjoyment of that property. This form of concurrent ownership of an interest in land is known as co-ownership. Its increasing prevalence in Singapore reflects family patterns of today and the rising cost of housing.

10 There are two types of co-ownership in Singapore, *viz*, joint tenancy and tenancy in common (For a general discussion on the nature of joint tenancy and tenancy in common, see *Halsbury's Laws of Singapore* vol 14 (Lexis Nexis, 2009 Reissue) at paras 170.0034-170.0037 and 170.0046-170.0048; Kevin Gray & Susan Francis Gray, *Elements of Land Law* (Oxford University Press, 5th Ed, 2009) at pp 913-926, Robert Megarry and William Wade, *The Law of Real Property* (Sweet & Maxwell, 7th Ed, 2008) at pp 489-494; and Tan Sook Yee, Tang Hang Wu & Kelvin FK Low, *Tan Sook Yee's Principles of Singapore Land Law* (Lexis Nexis, 3rd Ed, 2009) at pp 187-191).

11 Joint tenancy is that form of co-ownership where each of the co-owners is entitled to the whole of the interest which is the subject of co-ownership. In a joint-tenancy, each joint tenant holds the whole jointly and nothing severally: *quilibet totum tenet et nihil tenet; scilicet, totum in communi, et nihil separatism per se* [each holds the entirety and yet holds nothing; that is, the entirety in common, and nothing separately by itself]. Joint tenants have rights *inter se*, but against the world they are seen as one single owner. Thus, no one joint tenant holds any specific or distinct share of the co-owned interest himself. Rather, the interest of each joint tenant is identical and lies in the whole and every part of the land, and none of that land is held by one joint tenant to the exclusion of the rest. Blackstone wrote (Sir William Blackstone, *Commentaries on the Laws of England vol* 2 (London, 15th Ed, 1809) at p 181):

> Joint-tenants are said to be seised *per my et per tout* [by half and by all], by the half or *moiety*, and by *all*: that is, they each of them have the entire possession, as well of every *parcel* as of the *whole*. They have not, one of them a seisin of one half or moiety, and the other of the other moiety; neither can one be exclusively seised of one acre, and his companion of another; but ***each has an undivided moiety of the whole, and not the whole of an undivided moiety*** . [original emphasis in italics, emphasis in bold italics added]

12 This position was reaffirmed recently by Lee Seiu Kin J in *Shafeeg bin Salim Talib and another (administrators of the estate of Obeidillah bin Salim bin Talib, deceased) v Fatimah bte Abud bin Talib and others* [2009] 3 SLR(R) 439 ("*Shafeeg HC*"). The learned judge wrote at [9] quoting from *Megarry and Wade: The Law of Real Property* (Sweet & Maxwell, 7th Ed, 2008) at 13-003 that "it is often said … that each joint tenant holds nothing by himself and yet holds the whole together with the other". We should add that *Shafeeg HC* went on appeal to this court which very recently (after we had decided in the present appeal) released its judgment affirming the determination of the court below on this point (*Shafeeg bin Salim Talib and another (administrators of the estate of Obeidillah bin Salim bin Talib, deceased) v Fatimah bte Abud bin Talib and others* [2010] SGCA 11 ("*Shafeeg CA*")). This court in *Shafeeg CA* stated at [39] and [40]:

> … in a joint tenancy no interest in the joint property *passes* to the survivor upon the death of the other joint tenant. Although some English courts might have used the word "passes" to describe the legal effect of the right of survivorship, the word was used as a figure of speech since under English law it would make no difference how the *jus accrescendi* was described. The joint tenancy is a peculiar institution of English land law which has been received as part of the law of Singapore since 1826 under the Second Charter and which the courts have not found necessary to modify to suit the circumstances of the local inhabitants. English land law was a law of general application which was entirely suitable for local conditions as no functional system of law practically existed in Singapore at the material time.
>
> The true doctrine is set out in Wayne Morrison ed, *William Blackstone's Commentaries on the Laws of England* vol II (Cavendish Publishing Limited, 2001) at para 184, where the chronicler of the common law said:
>
> > From the same principle also arises the remaining grand incident of joint estates; *viz*. the doctrine of *survivorship*: by which, when two or more persons are seized of a joint estate, of inheritance, for their own lives, or *pur auter vie*, or are jointly possessed of any chattel interest, **the entire tenancy upon the decease of any of them remains to the survivors, and at length to the last survivor; and he shall be entitled to the whole estate, whatever it be, whether an inheritance or a common freehold only, or even a less estate. This is the natural and regular consequence of the union and entirely of their interest. The interest of two joint-tenants is not only equal or similar, but also is one and the same** . One has not originally a distinct moiety from the other; but, if by any subsequent act (as by alienation or forfeiture of either) the interest becomes separate and distinct, the joint-tenancy instantly ceases. **But, while it continues, each of two joint-tenants has a concurrent interest in the whole; and therefore, on the death of his companion, the sole interest in the whole remains to the survivor** . For the interest which the survivor originally had is clearly not divested by the death of his companion; and no other person can now claim to have a *joint* estate with him, for no one can now have an interest in the whole, accruing by the same title, and taking effect at the same time with his own; neither can any one claim a *separate* interest in any part of tenements; for that would be to deprive the survivor of the right which he has in all, and every part. As therefore the survivor's original interest in the whole still remains; and as no one can now be admitted, either jointly or severally, to any share with him therein; it follows, that his own interest must now be entire and several, and that he shall alone be entitled to the whole estate (whatever it be) that was created by the original grant.
> >
> > [emphasis in original in italics; emphasis added in bold and by underlining]

13 Tenancy in common, by contrast, is the form of co-ownership in which co-owners own specific,

but undivided *shares* in the land. Coke explains the essential difference between joint tenants and tenants in common as follows (Edward Coke, *The First Part of the Institutes of the Laws of England*: or, *A Commentary upon Littleton* (London, 19th Ed, 1832) at 188b):

> [T]he essential difference between [joint tenants] and tenants in common is, that [joint tenants] have the lands by one joint title and in one right, and tenants in common by severall titles, or by one title and by severall rights; which is the reason, that [joint tenants] have one joint freehold, and tenants in common have severall freeholds. [Only] this [property] is common to them both, viz. that their occupation is invided, and neither of them knoweth his part in severall.

Hence, the main difference lies in the fact that unlike joint tenants, tenants in common hold distinct "shares" in a single piece of land, albeit land which has not yet been divided physically among the co-owners. Whilst the tenancy in common continues, each tenant in common has a separate and distinct interest of his own in the land held in common. This interest can be assigned either to a third party or to the other co-owner(s). However, each tenant in common does not own any specific part of the land over another part. Instead, his interest in that piece of land attaches to any part of the land.

Co-ownership and the Land Titles (Strata) Act

14 With this understanding of the nature of co-ownership, we now turn to the Act. The Judge found that the application for a collective sale order in respect of the Development came within s 84E of the Act. We saw no reason to disagree with his finding. Under s 84E(3)(b), an application for a collective sale order may be made to the Board by:

> the *proprietors* of the flats who own not less than 80% notional share of the land where 10 years or more have passed since the date of the issue of the latest Temporary Occupation Permit on completion of any building comprised in the development or, if no Temporary Occupation Permit was issued, the date of the issue of the latest Certificate of Statutory Completion for any building comprised in the development, whichever is the later [emphasis added]

15 Additionally, s 84E(5) allows "a *proprietor* of any flat in the development who has not agreed in writing to the sale referred to in [s84E(3)]" to file an objection with the Board, stating the grounds for the objection. Section 3 of the Act defines "subsidiary proprietor" to mean, *inter alia*, "the registered subsidiary proprietor for the time being of the *entire* estate in a lot including an estate for life, an estate in remainder or an estate in reversion".

16 Because the definition of "subsidiary proprietor" requires the person to be proprietor of the *entire* estate, in cases where a flat is co-owned by tenants in common, a single tenant in common will not be a subsidiary proprietor within the ambit of s 84E(3) and (5) for the purpose of supporting or opposing a proposed sale since this co-owner would not be the owner of the entire interest (as required under s 3 of the Act) but merely an owner of a *distinct portion* of the estate, for example, a one-quarter interest or even a one-half share of the land held in common. Accordingly, all tenants in common of a particular flat will have to act in concert before that unit can be reckoned to be either in support of or in opposition to a proposed sale under s 84E(3) and (5).

17 In the situation where a flat is co-owned by joint tenants, which was the situation at hand (it was not disputed that Mr Goh and his ex-wife both hold Unit 136D as joint tenants), *prima facie*, one joint tenant may, on his own, support or oppose a collective sale order under s 84E(3) and (5) respectively, since each joint tenant owns the whole of the interest together with the other joint tenants. However, this cannot be right, as it directly contradicts the nature of a joint tenancy. Joint tenants hold just one estate. As a result, a distinct characteristic of a joint tenancy is the presence

of the four unities, *viz*, unity of interest, unity of title, unity of time and unity of possession. This was explained by Blackstone in his *Commentaries on the Laws of England* at pp 179-180:

> [T]he properties of a joint estate are derived from its unity, which is fourfold; the unity of interest, the unity of title, the unity of time, and the unity of possession: or, in other words, joint-tenants have one and the same interest [unity of interest], accruing by one and the same conveyance [unity of title], commencing at one and the same time [unity of time], and held by one and the same undivided possession [unity of possession]

Since the interest of each joint tenant is the same in extent, nature and duration, a necessary consequence is that each and every joint tenant must partake in any dealings with the whole legal estate before such dealings may effectively bind the entire estate. An action by one joint tenant, or even by some joint tenants but short of all of them collectively, will not suffice to bind the estate, as the whole estate does not reside in the single joint tenant or the select few (as the case may be).

18 *Leek and Moorlands Building Society v Clark and others* [1952] 2 QB 788 ("*Leek and Moorlands Building Society*") is the *locus classicus* for this proposition. *Leek and Moorlands Building Society* involved a couple who were joint tenants of a rent-controlled dwelling house. The husband purchased the reversion of the long lease-hold interest of the dwelling house from the landlords and sold it on to Clark, who obtained a mortgage from Leek and Moorlands Building Society. The sale between the landlords and the husband was "subject to the existing tenancy" but these words were deleted from the agreement of resale between the husband and Clark. Instead, they were substituted with an express provision that "vacant possession will be given on completion". The wife, the other joint tenant, knew of the sale and resale but not the provision relating to vacant possession. Subsequently, Leek and Moorlands Building Society brought proceedings against the couple for possession of the premises and the couple argued that they were entitled to remain in occupation. In affirming the decision of the lower court, the English Court of Appeal said at p 795:

> *[O]ne of two joint lessees cannot, in the absence of express words or authority, surrender rights held jointly. If property or rights are held jointly, prima facie, a transfer must be by or under the authority of all interest*… if a joint enterprise is due to terminate on a particular day, all concerned must agree if it is to be renewed or continued beyond that day… it will only be continued if "all shall please". [emphasis added]

19 The requirement that joint tenants must act jointly before the estate may be bound by their actions continues to operate in more recent times. In *Malhotra v Choudhury* [1980] Ch 52, a case involving a sale by the defendant to the plaintiff of a particular property, which was owned by the defendant and his wife as joint tenants, Stephenson LJ found that where a vendor of real property sought to limit his liability for breach of the contract of sale, he was under a duty to show that he had used his best endeavours to fulfil his contractual obligations. On the facts, Stephenson LJ found at 70F that the case before him was not a case where the defendant's difficulties in discovering whether he had a perfectly good title could excuse him. Rather, the defendant "knew all along what his title was to [the property] and that he shared it with his wife." (at 70F). Yet, he granted an option to sell the property which he "clearly knew could not be enforced against him without [his wife's] concurrence" (at 70F). There was also no evidence that the defendant had attempted to obtain his wife's consent to the sale. Hence, Stephenson LJ concluded that the defendant had not discharged the burden of proving that he was unable to convey the property to the plaintiff. Implicit in Stephenson LJ's decision was the proposition that in a sale of jointly owned property, the purchaser would only take good title if he received a disposition from all of the joint tenants.

20 Similarly, in the Singapore case of *Mookka Pillai Rajagopal and others v Khushvinder Singh*

Chopra [1996] 3 SLR(R) 210 ("*Mookka Pillai Rajagopal*"), a case concerning the sale of a property known as 91 Jalan Seaview, which was jointly owned by the three appellants, the Court of Appeal held at [21] and [22] that where land was held by three persons as joint tenants, an option to sell the whole interest which was signed by only two of them was an "incomplete or unperfected option and was ineffective as an option to the respondent to purchase the property". In *Mookka Pillai Rajagopal*, the option to purchase 91 Jalan Seaview, which was granted to the respondent, purported to emanate from all three appellants. However, it was signed by only two of them. Despite objections from the third appellant, the respondent exercised the option and lodged a caveat against the property to protect his interest as purchaser. The Court of Appeal subsequently ordered the caveat be removed. The principle established in *Mookka Pillai Rajagopal* was accepted (though distinguished on the facts) by Woo Bih Li JC (as he then was) in the later case of *Fong Yoke San and another v Chan Lee Pa* [2003] 1 SLR(R) 739 ("*Fong Yoke San*"). Unlike *Mookka Pillai Rajagopal*, the option to purchase in *Fong Yoke San* granted to the plaintiff emanated only from the defendant, who was one of three joint tenants of a property known as 50 Jalan Lembah, and not from all three joint tenants. Woo JC found that there was no need for all three joint tenants to execute the option before a valid contract *between the plaintiffs and the defendant* could arise.

21 Arising from the requirement that joint tenants must act jointly before the estate may be bound by their actions is the rule that in cases involving actions as to the joint estate, one joint tenant may not sue or be sued without joining the others. In *Williams v British Gas Corporation* (1980) 41 P&CR106 ("*Williams*"), a case involving a claim by the claimant against the defendant for the pollution of four lakes, the Lands Tribunal held (at 109) that the claimant had no *locus standi* to commence or maintain the claim by himself, unless his wife joined him as claimant. This was because the claimant and his wife were joint owners of the property on which the lakes stood:

> It is clear law that, although as between themselves joint tenants (and, therefore, joint owners) have separate rights, as against everyone else they are in the position of a single owner. *There is absolute unity between them and together they form one person*. Apart from equitable remedies inter se, *one of the joint tenants cannot commence any proceedings without the aid of the other or others*. [emphasis added]

2 2 *Williams* was applied in the Hong Kong case of *Lui Yuk Yin v Lam Chuen & Another* [2006] HKCU 359 ("*Lui Yuk Yin*"). In *Lui Yuk Yin*, the plaintiff wife, Lui, sought a declaration against the defendants, the registered owners of a flat in Hong Kong, that they held this property in trust for herself and her husband as beneficial joint tenants. The defendants were the parents of her husband. Lui's husband was not a party in the action against the defendants. The plaintiff later sought to apply to join her husband as a defendant in the action. The District Court of Hong Kong held, based on *Williams*, that the cooperation and joinder of Lui's husband as plaintiff was necessary before Lui had *locus standi* to bring the action against the defendants. This was because Lui's husband was the other joint tenant and hence both Lui and her husband had an "identical interest in the whole land and every part of it" (at [20]). The court also held that Lui's husband should not be added as a defendant as "his interest and title in the [property], together with that of [Lui], was regarded as that of a single owner".

23 Finally, in *Halsbury's Laws of Singapore*, the authors restated the law on this subject as follows (at 170.0035):

> In actions as to the joint estate one joint tenant may not sue or be sued without joining the others, and a judgment for possession against one joint tenant is not an effective judgment. One joint tenant may not part with the title deeds of the property without the consent of the other. Nor can one of several joint lessees surrender rights held jointly before the full period of the lease

has run.

A similar statement of the law may be found in *Halsbury's Law of England* Vol 39 at [530].

24 From this brief survey of the jurisprudence of England, Singapore and Hong Kong law, it was clear to us that joint tenants must act jointly in order to effectively bind the whole estate which they hold jointly, whether the act is by way of a disposition of the said estate (*Leek and Moorlands Building Society*, *Mookka Pillai Rajagopal*) or a suit (*Williams*, *Lui Yuk Yin*). In the context of a collective sale, the implication of this requirement is that where a flat is held jointly, none of the joint tenants may support or oppose the proposed collective sale unilaterally. Since all must act together, where one objects to the sale and the rest do not object (or they might even support the sale, as is the present situation), the preference of neither side may trump the other. This explains why Mr Goh's ex-wife could not, on her own, consent to the collective sale of the Development on behalf of Unit 136D. It would be recalled that the effect of Mr Goh's refusal to sign the CSA (even though his ex-wife had appended her signature to the same) was that Unit 136D could not be taken to have contributed to the requisite 80% under s 84E(3)(b) of the Act. In the same way, it should also not be possible for Mr Goh to file an objection to the sale with the Board by himself under s 84E(5) of the Act. Mr Goh will not have the necessary *locus standi* to object to the sale, unless his ex-wife joins him in his objections. Unit 136D must act together with one voice. If Mr Goh is allowed to object to the sale before us (and indeed before the Judge below and the Board), we will be disregarding the interest of Mr Goh's ex-wife altogether.

25 At this juncture, we would like to emphasise that a unit in the position of Unit 136D (*ie*, a jointly held unit where one co-owner has objected to the collective sale whereas the other has agreed to the collective sale) should not be regarded as having objected to the collective sale *per se*. The correct legal position is that such a unit has simply not taken a position as to the collective sale, *ie*, it neither supports nor opposes the sale. Section 84E(3)(b), read with paras 1 and 1A of the Act, requires proprietors who *agree* to the collective sale to append their signatures to a collective sale agreement before an application for a collective sale order may be made. [note: 1] The corollary is that proprietors who do not append their signatures to the collective sale agreement fall within one of two categories: they either positively object to the sale (the first category) or have *abstained from voting* (the second category). In the latter category, they are *neither in favour of nor against the collective sale*. It is one thing to object to the collective sale (the first category) and quite another to merely desist from agreeing to it (the second category).

26 Accordingly, in the situation involving a jointly held unit where one joint tenant has objected to the collective sale but the other has agreed to the collective sale, the unit cannot be regarded to have either agreed or objected to the collective sale. This proposition stems from the rule that joint tenants must act together if they want to either support or oppose a proposed sale before the unit which they hold jointly may be bound. This position is necessary to respect the rights of both co-owners. As a result, we found that, in the absence of the opposition of Mr Goh's ex-wife to the collective sale, Mr Goh did not have *locus standi* to commence or sustain the action before us.

27 Before we conclude the discussion on this issue, we should perhaps address an argument raised by Mr Goh based on s 84(5) of the Act which provides:

> A proprietor of any flat in the development who has not agreed in writing to the sale referred to in subsection (3) and any mortgagee, chargee or other person (other than a lessee) with an estate or interest in the flat and whose interest is notified on the land-register for the flat may each file an objection with a Board stating ….

His point was that since this provision allows even "any mortgagee, charge or other person with an interest in the flat" to object, surely a co-owner should have a right or sufficient interest to object. However, this is not comparing like with like. The analogy is hardly appropriate. A mortgagee or chargee with an estate or interest in the flat could lodge an objection because the provision expressly allows him or her to do so. But where a flat is owned by more that one person, for the reasons we have alluded to above, the co-owners must act in concert. Mr Goh, being only one of two joint owners, does not own the entire estate to his flat (see [17] above and s 3 of the Act referred to in [15] above)

The merits of the claim

28 Having found against Mr Goh on the issue of *locus standi*, there was No need for us to consider the merits of Mr Goh's substantive claim. It suffices for us to indicate briefly our view on the same. Mr Goh insisted that he had a strong case for objecting to the sale on the bases of procedural irregularities and unfairness. Upon a closer analysis of Mr Goh's claim however, we were extremely doubtful that he had a strong case. Indeed, most, if not all, of the points raised were without merit. We could not agree with his allegations that the sales committee constituted for the purposes of the collective sale had breached its fiduciary duties to all the owners by failing to make timely and proper disclosure and failing to act in good faith in respect of them. We also did not think that an equal distribution of the sale proceeds among all owners within the Development was unfair or inequitable in the present circumstances. Allegations that the Board had failed to act independently were misguided. Moreover, in respect of Mr Goh's allegations of procedural irregularities, we were of the view that the Judge had more than adequately considered these allegations and dismissed them with sound and detailed reasons. As for the additional instances of alleged procedural irregularities which Mr Goh had raised before us, these were also without any substance. It seemed to us that he was nitpicking. Accordingly, even if Mr Goh had the standing to bring this appeal before us, upon viewing Mr Goh's case in its totality, we would have upheld the Judge's decision.

Conclusion

29 In the result, we dismissed the present appeal. As regards costs, we fixed it at $3,000 which Mr Goh should pay to the Respondents. We upheld the cost order made by the Judge below. Finally, as requested by the Respondents, we authorised the Registrar of the Supreme Court to execute, on behalf of Mr Goh, all documents necessary to effect the collective sale should Mr Goh refuse to execute the same.

[note: 1] Under s 84E(3)(b) of the Act, an application for a collective sale order may be made to the Board by "the proprietors of the flats who own not less than 80% notional share of the land…[and] who have agreed in writing to sell all the flats in the development to a purchaser under a sale and purchase agreement…" Further, para 1 of the Schedule provides that before an application to the Board is made, the proprietors of the flats referred to in s 84E(3) must execute within the permitted time, but in not more than 12 months before the application is, made a collective sale agreement in writing among themselves "agreeing to agree to collectively sell" all the flats and the land in the development. Paragraph 1A then defines "permitted time" with respect to the date the first proprietor signs the collective sale agreement.