法律選擇

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合約

新加坡適用普通法中合約自體法（proper law of the contract）的原則。明示的法律選擇會獲得執行，除非該選擇並非真誠或不合法，或違反公共政策。如當事人未作選擇，法院會從條款及情況推斷其選擇，或適用與合約有最密切及最真實聯繫的法律。[1]平台條款幾乎總會選擇一套法律，通常是平台所屬司法管轄區的法律，或英格蘭、新加坡等中立司法管轄區的法律。這項選擇會獲得尊重，但對居於新加坡的消費者而言，須受《不公平合約條款法》（Unfair Contract Terms Act）第27條的凌駕性規定所限（第III章）。在瑞士與新加坡結構中，代幣購買協議及SAFT通常在發行人為楚格基金會時選擇瑞士法，在發行人為新加坡公司時選擇新加坡法。兩者都是穩妥的選擇。陷阱在於完全沒有作出選擇的協議。對於在網上向40個國家的購買者進行的代幣發售，這會令自體法須從發行人的所在地推斷，而這通常就是答案。

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侵權

對於在海外發生的侵權行為，新加坡保留雙重可訴性規則。該不法行為必須同時根據新加坡法律及行為發生地的法律可予起訴，但如另一套法律與該事件及當事人有最重要的關係，則適用一項靈活的例外。[2]在區塊鏈上發生的侵權行為，其發生地本身並不確定。一名身處某國的人，利用位於第三國的基礎設施，入侵一個由另一國控制的錢包，這類黑客攻擊並無明顯的發生地。法院將損失發生地視為最切實可行的答案。按照*Cheong Jun Yoong*案的邏輯，就加密資產盜竊而言，損失發生地即受害私鑰持有人的居住地。因此，新加坡的黑客攻擊受害人通常能滿足新加坡法律的一環，並須證明有關行為根據攻擊者所在地的法律屬不法行為。在盜竊案件中，這很少有困難。

財產及所有權轉移

動產所有權的轉移，受轉移時的物之所在地法（lex situs）管轄。對無形財產而言，傳統規則以規管該義務的法律或權利可予強制執行的地方為準。兩者都不適用於代幣。*Cheong Jun Yoong*規則提供了一個所在地，結果是：居於新加坡的私鑰持有人進行的鏈上轉移，其所有權效力受新加坡法律管轄。居於楚格的持有人進行的轉移，則受瑞士法管轄。如轉讓人與受讓人居於不同國家，所在地會在交易過程中改變。較佳的看法是，所有權是否已經轉移，由轉讓人居住地的法律決定。這與處置時的物之所在地法決定處置效力這項一般原則一致。[3]這個問題在善意取得及競爭性申索的優先次序方面具有實際意義，而瑞士法與新加坡法在這些方面有所不同（第D部分第II章）。

信託及繼承

信託受財產授予人所選擇的法律管轄；如未作選擇，則受與其關係最密切的法律管轄。新加坡在普通法下適用這項規則。瑞士則根據《海牙信託公約》適用相同規則（第II章）。根據新加坡的普通法規則，代幣的繼承受死者住所地的法律管轄；對於住所在瑞士的死者，則根據《瑞士聯邦國際私法》（IPRG/PILA）第90條受瑞士法管轄（第VII章）。

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註釋

1. *Pacific Recreation Pte Ltd v S Y Technology Inc* [2008] SGCA 1，第[36]–[48]段，關於確定合約自體法的三階段方法。 ↩
2. *Rickshaw Investments* [2007] SGCA 10，第[53]–[64]段，確認新加坡適用雙重可訴性規則及其靈活例外。 ↩
3. 該一般原則見於*Cammell v Sewell* (1860) 5 H & N 728，並在新加坡獲得適用。其對代幣的適用尚未有裁決。 ↩

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