

HONG KONG / JUDGMENT

PETER LIT MA v. MICHAEL CHEN KANG HUANG AND ANOTHER

COURT

Court of First Instance

DECIDED

27 August 2007

CASE / FILE NUMBER

HCSD9/2007

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bjbj nFn| HCSD 9/2007 IN THE HIGH COURT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION COURT OF FIRST INSTANCE APPLICATION TO SET ASIDE A STATUTORY DEMAND NO. 9 OF 2007 BETWEEN PETER LIT MA Applicant (Judgment Debtor) and MICHAEL CHEN KANG HUANG 1st Respondent (1st Judgment Creditor) EUROMAT WORLDWIDE LIMITED 2nd Respondent (2nd Judgment Creditor) HCA 218/2005 IN THE HIGH COURT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION COURT OF FIRST INSTANCE ACTION NO. 218 OF 2005 BETWEEN MICHAEL CHEN KANG HUANG 1st Plaintiff EUROMAT WORLDWIDE LIMITED 2nd Plaintiff and PETER LIT MA Defendant Before : Hon Sakhrani J in Chambers Date of Hearing : 21 August 2007 Date of Judgment : 21 August 2007 Date of Handing Down Reasons for Judgment : 27 August 2007 REASONS FOR JUDGMENT The applications AUTONUMOUT There were 3 applications (which were ordered to be heard at the same time) before me for hearing on 21 August 2007 as follows: the application by the applicant in HCSD 9 of 2007 who is also the defendant in HCA 218 of 2005 to set aside the statutory demand dated 31 January 2007; the application in HCA 218 of 2005 by the defendant by summons dated 12 April 2007 (the defendant s summons) for an order that the Mareva order made by me dated 2 February 2005 as subsequently extended and varied be further varied to the effect that: the order does not prohibit the defendant from raising sufficient funds to pay legal costs and to meet the defendant s living expenses by sale of the property at Flat F, 41st Floor, Block 8, No. 2 Mei Tung Street, Tung Chung Crescent, Tung Chung, Lantau Island, New Territories (Flat F) currently held by the defendant and his wife as joint tenants; HK\$1,000,000 from the net proceeds of the sale of Flat F after deducting all charges, legal fees, government rates and stamp duty in respect of the sale be paid to the defendant s solicitors and as to HK\$260,000 of which be used to pay the plaintiffs legal costs pursuant to the assessment of Deputy Judge Carlson dated 27 November 2006, and as to HK\$740,000 of which be applied towards paying accrued and future fees of his solicitors for the defendant s legal advice and representation herein; and the balance of the net sale proceeds be retained in the defendant s bank account no. 773-101324-888 with the Hang Seng Bank Limited (the defendant s bank account) subject to and/or pending further order of the Court save that the defendant be at liberty to continue to withdraw therefrom HK\$5,000 per week for his living

expenses; the application in HCA 218 of 2005 by the plaintiffs by summons dated 8 May 2007 (the plaintiffs summons) for an order that the order made by me on 2 February 2005 as subsequently extended and varied be further varied to the effect that the order no longer permits the defendant from withdrawing the sum of HK\$5,000 per week from the defendant s bank account.

AUTONUMOUT After hearing arguments, I dismissed the application to set aside the statutory demand. I also dismissed the defendant s summons. I allowed the plaintiffs application by the plaintiffs summons and made an order that the order made by me dated 2 February 2005 as subsequently extended be varied to the effect that the order no longer permits the defendant from withdrawing the sum of HK\$5,000 per week from the defendant s bank account. I also made an order for costs against the defendant such costs to be taxed on a party and party basis in respect of all 3 applications. I indicated that I would give my reasons in writing later. This I now do.

Background

AUTONUMOUT The plaintiffs claims in this action against the defendant are in deceit, fraudulent misrepresentation and money had and received. The 2nd plaintiff is a BVI company wholly owned by the 1st plaintiff who is its only director. The plaintiffs case is that the defendant fraudulently induced the plaintiffs to pay a total sum of US\$970,000 to the defendant. The sum of US\$164,500 was paid by the 1st plaintiff and the sum of US\$805,500 was paid by the 2nd plaintiff. It is not disputed that these sums were paid by the plaintiffs and eventually were paid into the defendant s bank account. The plaintiffs claim the return of the said sums and damages.

AUTONUMOUT On 2 February 2005 on the plaintiffs ex parte application I granted a Mareva injunction against the defendant. By the order the defendant was restrained from removing from Hong Kong any of his assets which are within Hong Kong whether in his own name or not and whether solely or jointly owned up to the value of US\$970,000. The defendant was also restrained from in any way disposing of or dealing with or diminishing the value of any of his assets, which are within Hong Kong, whether in his own name or not, and whether solely or jointly owned up to the value of US\$970,000. The prohibition included Flat F and Flat C on 33rd Floor of Block 9, No. 2 Mei Tung Street, Tung Chung Crescent, Tung Chung, Lantau Island, New Territories, Hong Kong (Flat C). The defendant was also ordered to disclose to the plaintiffs in writing all of his assets of an individual value of HK\$25,000 or more, whether in or outside Hong Kong and whether solely or jointly owned giving the value, location and details of all such assets.

AUTONUMOUT By paragraph (1) of the exceptions to the order it was provided that the order does not prohibit the defendant from spending HK\$5,000 per week towards his ordinary and proper living expenses and a reasonable sum on legal advice and representation. AUTONUMOUT The background facts giving rise to the institution of this action by the plaintiffs against the defendant are succinctly set out at paragraphs 3 to 20 in the judgment of Deputy High Court Judge Carlson of 20 July 2006 and reference can be made to this for the background facts. There is no need for me to set these out here. Deputy Judge Carlson was dealing with two matters before him. One was the appeal by the plaintiffs from an order of a master ordering the plaintiff to provide security for costs, the other was an application by the defendant to discharge the Mareva order or

to direct that fortification of the plaintiffs undertaking in damages be provided. In a careful and reasoned judgment Deputy Judge Carlson allowed the appeal from the master's order and dismissed the application to discharge the Mareva order or to direct that fortification be provided. AUTONUMOUT It is noteworthy that Deputy Judge Carlson considered the merits of the plaintiffs case and the defence and came to the firm view at paragraph 28 of his judgment that on the very impressive strength of the case against [the defendant] the plaintiffs should not be required to provide security for costs. I would also observe that at paragraph 27 the judge came to the view, correctly if I might add, that the defendant was in an almost unanswerable position when it comes to resisting the action on the basis of a claim for money had and received. The statutory demand AUTONUMOUT A statutory demand under the Bankruptcy Ordinance Cap 6 dated 31 January 2007 was served on the defendant on behalf of the plaintiffs on 16 February 2007. This was in respect of the gross assessment of costs in the plaintiffs favour in the sum of HK\$260,000 made by Deputy Judge Carlson on 27 November 2006 in respect of the applications he had decided on 20 July 2006. Despite demands made on the defendant, the costs of HK\$260,000 were not paid. This resulted in the service of the statutory demand on the defendant.

AUTONUMOUT In England, paragraph 3 of the Practice Note (Ch D) (Bankruptcy: Statutory Demand: Setting Aside) (No 1 / 87) [1987] 1 WLR 119 provides that: Where the statutory demand is based on a judgment or order, the court will not at this stage go behind the judgment or order and inquire into the validity of the debt nor, as a general rule, will it adjourn the application to await the result of an application to set aside the judgment or order. AUTONUMOUT In *Re Maydwell*, ex p WFM Motors Pty Ltd, a creditor [1999] 3 HKLRD 325 Le Pichon J (as she then was) said at page 335 that although no parallel practice direction exists in Hong Kong, that practice is obviously sound and ought to be followed. I respectfully agree. AUTONUMOUT In applying to set aside the statutory demand, Mr Wong, for the defendant, submitted that the defendant was not disputing the debt nor was he seeking to go behind the judgment for costs. He submitted that if an order were made in the defendant's favour on the defendant's summons then there would be sufficient moneys to pay the costs of HK\$260,000 and the Court should then set aside the statutory demand. According to the copy of the bank statement handed up to the Court by Mr Wong, the balance standing in the defendant's bank account as at 17 August 2007 was only HK\$224,483.30. Mr Wong accepted that if the Court were minded to dismiss the defendant's summons there was then no basis for setting aside the statutory demand. It follows that if the Court did not accede to the defendant's application by the defendant's summons then the summons to set aside the statutory demand should be dismissed. The defendant's summons and the plaintiffs summons AUTONUMOUT I turn to the defendant's summons and the plaintiffs summons. AUTONUMOUT The Mareva order expressly provided that the defendant may spend HK\$5,000 per week towards his ordinary and proper living expenses and a reasonable sum on legal advice and representation. AUTONUMOUT As for his living expenses, the defendant has been withdrawing the sum of HK\$5,000 per week from the defendant's bank account. And as pointed out by Mr Wong in his submissions, on two previous occasions the plaintiffs have consented to withdrawals by the defendant from the defendant's bank account for legal advice and representation. The first occasion was on 4 March 2005 when I made an order that the Mareva order be varied to the effect that the order does not prohibit the defendant from withdrawing from the defendant's bank

account the sum of HK\$150,000 for legal advice and representation. On that occasion the Mareva order as varied was extended to until after trial or further order. The second occasion was on 27 August 2005 when Deputy High Court Judge Gill made an order by consent that the Mareva order be further varied to the effect that the order does not prohibit the defendant from withdrawing a further sum of HK\$172,100 for legal advice and representation. Therefore, since the making of the Mareva order on 2 February 2005 the defendant has, with the consent of the plaintiffs, withdrawn the total sum of HK\$322,100 for legal costs from the defendant's bank account.

However, when the plaintiff sought to withdraw the further sum of HK\$298,000 for legal advice and representation the plaintiffs refused to give their consent. AUTONUMOUT According to the defendant, as at about 31 July 2006 there were arrears of legal costs due to his solicitors in the sum of HK\$298,000. Apart from accrued legal costs, future legal costs will have to be incurred. The defendant says that he has been informed by his solicitors that they could no longer charge him concessionary rates and they would be unable to extend further credits to him.

AUTONUMOUT There are insufficient moneys in the defendant's bank account to settle the judgment debt for costs in the sum of HK\$260,000 and the defendant's solicitors accrued legal costs in the sum of HK\$298,000. For that reason the defendant applied by the defendant's summons for a variation of the Mareva order to permit him to sell Flat F and to use the net proceeds to pay the judgment debt for costs and the defendant's solicitors accrued legal costs and also to be applied towards future legal costs. AUTONUMOUT The Mareva order affected all of the defendant's assets including Flat F and Flat C. On the evidence Flat F was purchased in the names of the defendant and his wife for HK\$1,950,000 by an instrument dated 15 November 2004. Flat F is and was at all material times unencumbered. Flat C was purchased in the names of the defendant and his wife for HK\$2,030,000 also by an instrument dated 15 November 2004. Flat F was subject to a mortgage with Standard Chartered Bank (Hong Kong) Ltd also by an instrument dated 15 November 2004. According to the mortgage service application form of Standard Chartered Bank (Hong Kong) Ltd the mortgage loan was HK\$1,000,000. With the purchase price of HK\$2,030,000 and a mortgage loan of HK\$1,000,000, it is clear that the sum of HK\$1,030,000 was paid by the defendant and his wife towards the purchase of Flat C. This sum of HK\$1,030,000 together with the purchase price of HK\$1,950,000 for the unencumbered Flat F amounting to the total sum of HK\$2,980,000 would have been required to be paid by the defendant and his wife for the purchase of the two properties. AUTONUMOUT The bank statements in respect of the defendant's bank account show, inter alia, the following withdrawals and cheques issued from the defendant's bank account: on 15 October 2004, a withdrawal in the sum of HK\$240,000; on 11 November 2004, a cheque in the sum of HK\$150,000; on 12 November 2004, a cheque in the sum of HK\$831,000; on 12 November 2004, a cheque in the sum of HK\$1,759,000. AUTONUMOUT These show that the total sum of HK\$2,980,000 had been drawn from the defendant's bank account as at 12 November 2004. AUTONUMOUT There is no dispute that the total sum of US\$970,000 from the plaintiffs was paid into the defendant's bank account prior to 15 October 2004. AUTONUMOUT Although the plaintiffs consented to the orders to vary the Mareva order on two occasions in the past to permit the defendant to withdraw sums for legal advice and representation it is clear that the concessions were made before the plaintiffs made a proprietary claim to the funds in the bank account and to any property purchased with those funds. The

proprietary claim is contained in the amendments to the statement of claim in respect of which the plaintiffs were given leave to amend by a consent summons dated 8 May 2007. The relevant bank statements of the defendant's bank account were only provided to the plaintiffs pursuant to the order of Master Levy made on 26 January 2006 well after the variation orders were made on the two previous occasions. AUTONUMOUT The plaintiffs have included by way of the amended statement of claim a proprietary claim to the enjoined assets and opposed the defendant's summons and in addition applied for an order in the terms of the plaintiffs summons so that the defendant may no longer withdraw HK\$5,000 per week for living expenses from the defendant's bank account. The legal principles AUTONUMOUT The applicable legal principles can be found in the succinct passage in the judgment of Roch LJ in *Ostrich Farming Corporation Ltd v Ketchell and another* [1997] EWCA Civ 2953 (10 December 1997) as follows: When, as in this case, a plaintiff makes a proprietary claim to funds in the possession of the defendant and has obtained from the court a Mareva injunction freezing assets in the hands of a defendant, an application by that defendant for the release of monies from the frozen funds to be used to finance his defence to the plaintiff's claim involves a two-stage process: see *Fitzgerald and others v Williams and others* [1996] 2 All ER 171 at 178E, the judgment of the then Master of the Rolls, Sir Thomas Bingham. The first stage is in effect a hurdle that the defendant must clear before the court's discretionary power to release monies from the frozen funds for the purpose of financing the defendant's defence arises. That hurdle is to establish on proper evidence that there are no funds or assets available to the defendant which can be used by him to pay his legal expenses other than the assets in respect of which the plaintiff brings his proprietary claim. The reason for the first hurdle is obvious. The defendant should not be permitted to diminish the funds which the plaintiff claims are his and in respect of which the defendant is (if the plaintiff is correct) a trustee for the plaintiff. A defendant cannot clear this hurdle unless he provides evidence on affidavit giving a full and frank account of his finances to the court. AUTONUMOUT *Ostrich Farming* was applied in *Liu Xian Feng & another v Liu Bo and others* [2006] 4 HKLRD 33. AUTONUMOUT To overcome the first hurdle, the defendant must establish by proper evidence that there are no funds or assets available to the defendant which can be used by him to pay his legal expenses other than the assets in respect of which the plaintiffs bring their proprietary claim. AUTONUMOUT As Le Pichon JA said in *Liu Xian Feng* at paragraph 11: To clear this hurdle, a defendant has to provide evidence on affidavit giving a full and frank account of his finances to the court. AUTONUMOUT Once the first hurdle is overcome, as Roch LJ said in *Ostrich Farming*: the court can make an order allowing the defendant to use part of the funds (the equitable ownership of which is claimed by the plaintiff) for the defendant's legal expenses. That power in the court is a discretionary power. The court in deciding whether to exercise that power, must weigh the potential injustice to the plaintiff of permitting the funds which may turn out to be the plaintiff's property to be diminished so that the defendant can be legally represented, against the possible injustice to the defendant of depriving him of the opportunity of having the assistance of professional lawyers in advancing what may, at the end of the day, turn out to be a successful defence. To perform this process, which Sir Thomas Bingham in the case of *Sundt Wrigley & Co Limited v Alan Charles Wrigley* described as a careful and anxious judgment, the judge must have evidence so that he can consider all relevant circumstances and, in particular, so that he can

weigh the relevant strengths of the plaintiff's claim to property in the funds held by the defendant and the defendant's defence to that claim. AUTONUMOUT It is useful to also bear in mind what Millett LJ (as he then was) said in a passage in *Ostrich Farming* as follows: It cannot be sufficient for a defendant to establish that he has no other funds with which to conduct his own defence. For even if that be so, he must in addition show that there is an arguable case for his having recourse to the funds in question. If he cannot show an arguable claim in his part to the funds, he has no right to use the money. A trustee has no right to have recourse to trust money to defend himself against a claim for breach of trust unless he has an arguable case for saying that he has a beneficial interest in the funds in question. No man has a right to use somebody else's money, for the purpose of defending himself against legal proceedings. AUTONUMOUT It seems to me that the same considerations should also apply in considering whether the defendant can use the funds in the bank account for his living expenses. AUTONUMOUT It seems to me that it is plain that on the evidence the plaintiffs have a strong proprietary claim to, inter alia, Flat F. There is, in my view, a strong case for inferring that it was purchased with funds provided by the plaintiffs which were paid into the defendant's bank account. AUTONUMOUT The defendant's position is that Flat F was not, at least not entirely, purchased with the funds paid in by the plaintiffs. It was funded partly with funds from the moneys given to him by his children to the extent of US\$100,000. The evidence on this is, however, scanty and unsatisfactory. The evidence is contained at paragraphs 8 and 9 of the 10th affirmation of the defendant as follows:

8. The children of my former marriage in the U.S. had provided pocket moneys to me in various amounts before I moved back to Hong Kong in about 2004. I used to keep the pocket moneys in cash in the U.S.
9. In about early November 2004, I carried most of the pocket moneys with me to Hong Kong. US\$100,000 of the pocket moneys were used for purchase of [Flat F] currently held by me and my wife, Che Yao Yuan, as joint tenants. I could not produce any relevant supporting document as the pocket moneys were largely in cash. I had got rid of quite a lot of the documents/stuff at the time when I moved into the current premises in about December 2004. AUTONUMOUT These are bald allegations of the defendant without condescending to particulars. No particulars are given of how much pocket money was given to him and the children are unidentified. AUTONUMOUT It is plain on the evidence that the US\$100,000 was never paid into the defendant's bank account. The defendant does not provide any documentary evidence whatsoever that US\$100,000 was used towards the purchase price of Flat F. Even if he no longer has any documents, he could easily have obtained relevant receipts or other documents in relation to the alleged use of US\$100,000 towards the purchase of Flat F from the conveyancing solicitors who acted for him and his wife in the purchase of Flat F, if his allegations are true. No attempt appears to have been made to obtain any relevant documentation from his conveyancing solicitors. This remains a bald allegation without sufficient particulars or documentary evidence and cannot, in my view, on the evidence before me undermine the plaintiffs strong proprietary claim to Flat F. AUTONUMOUT Mr Sheppard also submitted that, in any event, on the defendant's own pleaded case the moneys paid by the plaintiffs which were eventually paid into the

defendant's bank account did not belong to the defendant himself. The defendant's pleaded case is that he represented North America Consultants and Management Corporation Inc (NACM) in dealing with the plaintiffs (paragraphs 6 and 7 of the defence). And in the answers to a request for further and better particulars of the defence dated 26 July 2005 the defendant pleaded that he had a running account with NACM for money which was received by him on behalf of NACM in respect of which he was to account to CPTO Ltd of Cyprus on behalf of NACM. Thus, it was submitted, on the defendant's own case, the moneys paid by the plaintiffs either belonged to NACM or NACM on trust for CPTO Ltd of Cyprus but not to the defendant. Mr Wong did not seek to dispute this. I see the considerable force of Mr Sheppard's submission which I accept. AUTONUMOUT In my judgment the defendant fails to overcome the first hurdle. He has failed to give a full and frank account of his finances. AUTONUMOUT In his 2nd affirmation affirmed on 9 March 2005 the defendant said that apart from Flat F and Flat C and the defendant's bank account he did not have any assets of an individual value of HK\$25,000 or more. By his 1st and 2nd affirmations the defendant disclosed that he was living at Flat C which was mortgaged. The outstanding mortgage loan as at 28 January 2005 was HK\$805,481.20. Monthly mortgage payments of HK\$6,668 were payable by him. He also disclosed that he was the President and majority shareholder of NACM which was used by him as a vehicle for carrying on some of his business activities. AUTONUMOUT In his 1st affirmation the defendant disclosed that his ordinary monthly living expenses were HK\$36,297. Included in this was the sum of HK\$10,000 for business entertainment. The defendant also said that he needed to constantly travel for business and the monthly expenses for this was HK\$10,000. He also said that he needed to travel to California to visit his children from his former marriage and estimated such expenses at HK\$2,500 per month. According to the figures given by him his monthly expenses came to HK\$48,797. And in his 10th affirmation affirmed on 15 June 2007 the defendant points out that the monthly expenses of HK\$48,797 were estimated in March 2005 and the monthly expenses could not reflect my current expenses taking into account the inflation. AUTONUMOUT Although he said that he had to spend HK\$10,000 monthly for business entertainment and HK\$10,000 monthly to constantly travel for business, nowhere in any of his affirmations does he disclose any income received by him from any of his business activities. AUTONUMOUT It was also pointed out by Mr Sheppard that the defendant has given contradictory accounts as regards his salary from NACM. In the mortgage application form when applying for the mortgage loan in November 2004 for the purchase of Flat C the defendant disclosed that his monthly salary was US\$8,000. By letter dated 15 February 2006 from the defendant's solicitors to the plaintiffs solicitors the defendant informed the plaintiffs that he has not received the alleged salary of US\$8,000 from [NACM] as from January 2005. However, when interviewed by the police on 2 February 2005 it is clear that the defendant was informing the police that he was then currently working for NACM earning a monthly salary of US\$10,000. AUTONUMOUT The defendant has failed to disclose any salary earned from NACM or any income from any of his unparticularised business activities in any of his affirmations. AUTONUMOUT I would observe that the Mareva order permitted the defendant to spend only HK\$5,000 per month for living expenses. This

amounts to about HK\$20,000 per month. However, according to the defendant he has been spending HK\$48,797 per month thereby leaving a shortfall of about HK\$28,797 which he would have had to obtain from somewhere other than the frozen assets. It has been about 30 months from the time of the Mareva order to the time of the hearing before me on 21 August 2007 so the shortfall would have been about HK\$863,910 (\$28,797 x 30). The defendant has failed to give any particulars of where he has obtained the same. AUTONUMOUT The defendant says at paragraph 14 of his 9th affirmation that: To avoid from being adjudicated bankrupt and continue the proceedings, I have to borrow loans from my relatives and friends to apply for setting aside the Statutory Demand. However, he fails to condescend to particulars as to how much he has borrowed and from whom. AUTONUMOUT It seems to me that the defendant has failed to give a full and frank account of his finances. He has failed to overcome the first hurdle of the two-stage test in *Ostrich Farming*. AUTONUMOUT Even if the defendant were able to overcome the first hurdle, I would not have exercised my discretion in the defendant's favour. As I have said, the plaintiffs have a strong proprietary claim to, inter alia, the funds in the bank account and to Flat F. The defendant's claim is to the extent of US\$100,000 which he says was used towards the purchase of Flat F. This is a partial proprietary claim to Flat F to the extent of US\$100,000. The defendant has by now already used more than US\$100,000 for living expenses and legal expenses which were withdrawn from the defendant's bank account and which funds belong to the plaintiffs if they should succeed at trial on their proprietary claim. As set out in his written submissions, Mr Sheppard makes the point that since the Mareva order the defendant has already received legal costs of HK\$322,100 (\$150,000 + \$172,100) from the defendant's bank account. He has also withdrawn HK\$5,000 a week amounting to HK\$663,550 from the Mareva order of 2 February 2005 to 21 August 2007. Thus the total sum for legal costs and living expenses received by the defendant from the defendant's bank account amounts to HK\$985,650 or US\$126,365.38. It seems to me that even on the defendant's unsatisfactory evidence about his alleged proprietary interest of US\$100,000 used for the purchase of Flat F, that interest has already been extinguished. AUTONUMOUT I would also observe that there is no suggestion that the defendant will be unable to continue to borrow funds from friends and relatives to pay for his continuing living expenses and legal costs. AUTONUMOUT In weighing the possible injustice to the plaintiffs of permitting funds which may turn out to be the plaintiffs' property to be used for the defendant's legal costs and living expenses and the possible injustice to the defendant in not so permitting, I see little or no injustice to the defendant in dismissing the defendant's summons and in allowing the plaintiffs' application by the plaintiffs' summons but there would, in my view, be substantial injustice to the plaintiff if I were to allow the defendant's application and dismiss the plaintiffs' application. AUTONUMOUT For those reasons I dismissed the defendant's summons and made the order set out at paragraph 2 above on the plaintiffs' summons. There being no legal basis for setting aside the statutory demand, I dismissed the application to set aside the statutory demand. AUTONUMOUT It also seemed to me that costs should follow the event and this was not disputed. Although the plaintiffs sought an order that costs to the plaintiffs should be taxed on an indemnity basis it did not seem to me to be appropriate to so order. I,

therefore, ordered that costs in respect of the 3 applications be costs to the plaintiffs to be taxed on a party and party basis. (Arjan H. Sakhrani) Judge of the Court of First Instance, High Court Mr Martin Wong, instructed by Messrs Paul W. Tse, for the Applicant (Judgment Debtor) in HCSD 9/2007 and the Defendant in HCA 218/2005 Mr Andrew Sheppard, instructed by Messrs Kennedys, for the 1st Respondent (1st Judgment Creditor) and the 2nd Respondent (2nd Judgment Creditor) in HCSD 9/2007 and the 1st and 2nd Plaintiffs in HCA 218/2005 PAGE - A B C D E F G H I J K L M N O P Q R S T U V 1udk 1udk S T U V A B C D E F G H I J K L M N O P Q R S T U V (#p# (#p# r p# r p# (#p# "@AB9D 6 0 6 0 6 0 6 0 7 ,M +w6. / Jz @m2z]C]6 %gVl^ uxB26I]C]6 %gVl +w6. & 6" abc-Sak-HCA.dot setup Microsoft Word 9.0 Judiciary Title Microsoft Word Document MSWordDoc Word.Document.8

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