IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL OF 1976

ON APPEAL

FROM THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

IN THE MATTER OF THE LEGAL PROFESSION ACT (Cap. 217)

- and -

IN THE MATTER OF CHAN CHOW WANG an ADVOCATE AND SOLICITOR

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BETWEEN:

CHAN CHOW WANG

Appellant

- and -

THE LAW SOCIETY OF SINGAPORE

Respondent

CASE FOR THE APPELLANT

- 1. This is an appeal from a judgment dated the 22nd p.50,L.1-day of November 1974 of the High Court of the Republic p.86,L.45 of Singapore (Wee Chong Jin,C.J., Chua and Choor Singh,J.J.) ordering that the Appellant be struck p.87,L.1-off the roll of Advocates and Solicitors.
- 2. The issues of this appeal depend upon the provisions of the Legal Profession Act (Cap.217), hereinafter referred to as, "the Act", set out in the Appendix annexed hereto.
- 3. The Appellant practised as an Advocate and p.44, L.9-Solicitor in Singapore from 1968 until the 14

Record p.50,L.9-12 making of the Order referred to in paragraph 1 herein. Prior to 1971 he was an assistant in a firm, and thereafter he was in practice on his own, finally at Room 704, Seventh Floor, Columbo Court, Singapore 6. p.50,L.5-12 During 1972 the Appellant acted for a young labourer, Ng Sa Chia, in relation to a claim in respect of a personal injury he had suffered at work in September 1971. Mr. Ng was at this 10 time an infant and the Appellant was instructed by his mother, Madam Seah Huay. p.50,L.34-The circumstances in which the first meeting p.51, L.2 between the Appellant and Madam Seah Huay was arranged were disputed, but it was not in dispute p.51, L.2-45 that this took place on the 4th March 1972. p.50, L.40-46 According to Madam Seah Huay's evidence, at that meeting she asked the Appellant, "... how he would compute the lawyer's fees." p.50, L.41-44 In reply, "He said that if won against the p.28,L.17-31 Insurance Company he would take 10 per cent." 20 On being told that Madam Seah Huay did not p.29,L.25-26 understand, "... he said if we won the case and if the Insurance Company paid \$100 he would tax as \$10." To this she agreed. She was not asked to pay anymoney but she was asked p.28, L.29-31 p.50,L.46to visit his office should he write to her. p.51,L.2 p.51,L.51-7. After some fruitless negotiations with Mr. Ng's employers and their insurers (who were then denying liability,) Madam Seah Huay again visited the Appellant in June 1972 in p.52,L.8 p.51, L.46-50 30 response to a letter from him. He advised p152,L.10-15 her not to accept any offer as low as \$2,000 to \$3,000 should it come, and to show any letter to him. She agreed. On the 5th September 1972, the Appellant p.52, L.33-36 p.52,L.36-45 issued proceedings on behalf of Mr. Ng and negotiations for settlement followed. offer of \$3,500 damages and \$1,000 costs was At the end of the month, in response p.52, L.46-

p.53,L.28-29 9. Negotiations resumed and by a letter of the 3rd October 1972, a global figure of

p.53,L.8

to another letter, Madam Seah Huay visited the Appellant who, she testified, told her that there had been an offer of \$3,000. She did not wish to accept this and it was left that the Appellant would try to obtain \$4,500. 40

	\$5,000 was offered on behalf of those insuring Mr. Ng's employers. Without either replying or telling Madam SeahHuay, the Appellant issued a summons seeking liberty to sign judgment. According to the insurers' solicitors he said his client would accept \$5,000 if the insurers agreed to consent to judgment for \$4,000 damages and \$1,000 costs. They did consent.	p.53,L.29- 38 p.53,L.44- 49
10	10. Judgment in those terms was approved by the Cour and given on the 13th October 1972.	tp.53,L.52- p.54,L.5
	11. On the 23rd October 1972 the Appellant was sent a cheque for \$5,000 together with certain discharge vouchers by solicitors acting for the insurers.	p.54,L.6- 10 p.89 Exhibit p.10
20	12. On the 31st October 1972, Madam Seah Huay and her son visited the Appellant in response to a letter from him. She was, according to her, asked by him to, and did, thumb print a document without being told its contents. This document turned out to be a discharge issued by the Insurance Company acknowledging receipt of \$4,000 in full and final settlement for her son's claim. She and her son were then asked to leave the Appellant's room, and, after a while, to return. There Madam Seah Huay found \$3,000 in \$50 notes which	p.54,L.10-
30	she counted. She asked: " why was it only \$3,000, my son had received such a severe injury on his head and you told me that you wanted to ask for \$4,500." "He told me, 'you take \$3,000 and \$300 is mine." "He told me that that was the maximum amount; that the case had gone to the District Court and High Court. If I refuse to accept the \$3,000 I might not get a single cent. The doctor had acted as a witness and testified that that was the maximum amount payable."	p.54,L.26- 27 p.,L.27- 29 p.36,L.18- 25 p.36,L.38- p.37,L.11
40	13. She took the money home, but felt dissatisfied. As a result, she had her injured son inquire of his employers what had been paid. On learning that this was \$5,000, she herself checked this figure with the employers and then went to see the Appellant. He told her that the compensation was only \$3,000 and that it was the Insurance Company and not he who had cheated her.	p.54,L.40-41 p.37,L.18-19 p.55,L.33-40 p.55,L.40-43 p.55,L.43-50
	14. The Appellant's account of his meetings with Madam Seah Huay differed from that she had given.	p.51,L,3-45

p.30, L.27-32 p.51, L.17-23 p.31, L.14-17 p.51, L.37-42 p.30, L.32- p.31, L.8 p.32, L.4-8 p.51, L.32-36 p.31, L.19-20 p.52, L.16-32 p.92 Exhibit	When he first saw Madam Seah Huay, he testified that he had told her that he could not predict what the costs would be. He had explained the difference between party and party and solicitor and client costs, and had suggested that the latter, if taxed, usually turned out to be about 10 per cent of the sum awarded. This he had explained as meaning \$10 in every \$100. 15. At the June meeting he had told Madam Seah Huay that the employers were denying liability and that he had to start proceedings. He explained to her the need for, and obtained, her thumb print to a Consent To Act form.	10
D.16 p.53,L.10-22	16. On the 28th September, he had told her in full of the other side's offer of \$3,500 plus \$1,000 costs and advised her to reject it, telling her he would seek \$4,000 to \$4,500 in settlement, out of which she would have to pay the costs additional to party and party costs. There had not been any mention of an offer of \$3,000 as no such offer had ever been made.	20
p.54,L.42= p.55,L.32 p.38,L.19=23 p.54,L.48= p.55,L.2 p.55,L.5=10 p.55,L.30=32 p.56,L.3=19	17. On the 31st October 1972 he told her in full how the claim had been settled and that in addition to the party and party costs of \$1,000 his further costs would amount to \$1,000. This she had agreed. She had thumb printed two discharge vouchers after he had explained to her what they were. When he had paid her the \$3,000 he had forgotten to give her areceipt for the solicitor and client costs because he was busy. When she returned the following day dissatisifed, she had asked him to reduce his fees, saying he had charged too much, but this he had refused to do.	30
	18. After taking advice and assistance from various quarters, Madam Seah Huay made written complaint to the Respondent on the 3rd November 1972. This letter read as follows:	40
p.56,L.48- p.58,L.8	"Dear Sirs, I engaged M/S Chan Chow Wang & Co., Advocates and Solicitors to act on my behalf to sue Bridgestone Singapore Co. Pte. Ltd. where my son	

Ng Sa Chia is employed, in connection with injuries sustained by my son in an accident in that factory on 3/9/1971. At that time, M/S Chan Chow Wang verbally informed me that they would deduct as their fees \$10 from every \$100 damages awarded to my son.

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Subsequently I was told by M/S Chan Chow Wang that my son would be awarded \$3,000 as damages. I objected to the amount and I told M/S Chan Chow Wang that the amount is too low. M/S Chan Chow Wang then said that he would try and negotiate for another \$1500 to raise the damages to \$4,500 for my son. On 31/10/72 in response to a letter from M/S Chan Chow Wang, I went to their office and was told that the damages awarded to my son was \$3,300. I was also told that M/S Chan Chow Wang would deduct \$300 as fees and that I would receive \$3,000 for my son. I was shown a document in English, which I did not understand, and was made to place my thumb print on that document. I was then given \$3,000 in cash. I counted the \$3,000 (in currency notes of \$50 denominations) and my son, who was with me, also counted the money.

Later I made enquiries with M/S Bridgestone Singapore Co. Pte. Ltd. as to what the actual amount of the settlement made to my son by the Insurance Company. I was given to understand the amount was \$5,000 inclusive of costs. I further understand that this amount is broken up into \$4,000 damages for my son and \$1,000 party and party costs. The document on which I was made to place my thumb print by M/S Chan Chow Wang was in fact a Discharge Form from M/S United Malayan Insurance Co. regarding receipt by me of the sum of \$4,000 in full and final settlement of all claims in respect of my son's accident.

I cannot understand why I was given only \$3,000 in cash by M/S Chan Chow Wang when I was made to place my thumb print on the document purportedly to be a receipt by me of \$4,000. I have seen the Legal Aid Bureau on the matter but I was requested to write to you for assistance. Could you please take up the matter with my solicitors on my behalf and advise me as to what further action I should take to recever the balance of the damages for my son.

I look forward eagerly to your reply.
Yours faithfully,

Right Thumb - Print. Of Md. Seah Huay."

p.58,L.9-34	19. On the 23rd November 1972 the Appellant wrote to Madam Seah Huay setting out that the case had been settled for \$4,000 plus party and party costs of \$1,000 and saying that his firm had inadvertently omitted to issue a receipt for the solicitor and client costs. She was invited to collect	10
p.58,L.28-33	such a receipt or to indicate if she would like it posted to her. She did not reply, but instead, on the 27th November 1972 transmitted a copy of the letter to the Respondent together with a covering letter reiterating her complaints.	
p.60,L.8	with a covering reader lendersome ner comprantion	
p.60,L.14-32	20. Also on the 27th November 1972, the Secretary of the Inquiry Committee of the Respondent wrote to the Appellant, pursuant to Section 87(5) of the Act enclosing a copy	20
p.60,L.22-27	of Madam Seah Huay's first letter, inviting an explanation, and inquiring if the Appellant wished to be heard by the Committee.	
p.60,L.33-37	21. On the 29th November 1972, the Appellant again wrote to Madam Seah Huay asking her to call at his office. She did not do so.	
p.60,L.38-41	22. On the 4th December 1972, the Secretary of the Inquiry Committee wrote a letter to the Appellant enclosing a copy of Madam Seah Huay's second letter to the Respondent.	30
	23. On the 11th December 1972, the Appellant wrote a letter to the Inquiry Committee of the Respondent. In this he denied that he had agreed to charge costs on a percentage basis or that he had misled Madam Seah Huay as to the nature and terms of the settlement. This letter, however, went on to state that the Appellant was prepared to reduce his solicitor and client costs to \$600 or, if Madam Seah Huay	40
	were still not prepared to accept that figure, to present the Bill of Costs for taxation to the Registrar.	

24. On the 1st February 1973, the Secretary of the Inquiry Committee wrote to Madam Seah Huay to say that her complaint was being investigated and, (pursuant to Section 86(3) of the Act) enquiring her to make a Statutory Declaration setting out the facts of the case.

p.62,L.8-14 p.91-92 Exhibit p.14

25. This she did on the 21st February 1973. The Declaration read as follows:

"STATUTORY DECLARATION

p.90-p.91 Exhibit p.13

I, SEAH HUAY of Number 16B, Sian Tuan Avenue, Singapore, do solemnly and sincerely declare as follows:

- (1) I engaged Messrs. Chan Chow Wang and Co. to act on my behalf in a suit against Bridgestone Singapore Co.(Pte.) Ltd. for damages for injuries sustained by my son Ng Sa Chia in an accident which occurred in their factory on the 3rd day of September 1971.
- (2) When I first approached Messrs. Chan Chow Wang and Co. it was agreed verbally that they would deduct as their fees the sum of \$10 for every \$100 damages awarded to my son.
 - (3) I was subsequently informed by Messrs. Chan Chow Wang & Co. that there was an offer of \$3,000 in settlement of my son's claim which offer I rejected whereupon Messrs. Chan Chow Wang & Co. agreed to negotiate further for a higher figure.
- (4) Upon receipt of a letter from Messrs. Chan Chow Wang & Co. I attended their offices on the 31st day of October 1972 and was informed that the sum offered this time was \$3,300 and that they would deduct \$300 as their fees leaving me with the sum of \$3,000. I was themmade to place my thumb print on a document in English which I did not understand and given \$3,000 in cash.
 - (5) Upon subsequent discussions with Messrs. Bridgestone Singapore Co. (Pte) Ltd. I discovered that the actual amount of the settlement offered to my son by the Insurance Company was \$5,000, comprising \$4,000 damages and \$1,000 as party and party costs. At this time I also learnt that the document on which I was made to place my thumb-print on was in fact a Discharge Form issued

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p.63,L.37-42 p.5,L.17-21 p.73,L.3-8

p.63,L.49p.64,L.3

p.64,L.3-7

p.5,L.51p.6,L.1

p.21,L.8-24 p.23 Exhibit

p.24,L.11-21

p.3, L.22-31

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by Messrs. United Malayan Insurance Company acknowledging receipt of the sum of \$4,000 in full and final settlement of the claim.	
(6) I do not understand why I was given only \$3,000 by Messrs. Chan Chow Wang & Co. when I had in fact been made to acknowledge receipt of the sum of \$4,000.	
(7) I have consulted the Legal Aid Bureau on the question of the recovery of the balance due to my son but was requested to write to the Law Society of Singapore for assistance.	10
And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the Statutory Declaration Act, 1835.	•
Declared at Singapore this 21st day of February 1973."	
26. The Inquiry Committee failed to forward a copy of this Statutory Declaration to the Appellant in accordance with Section 87(5)(a) (i) of the Act.	20
27. The Inquiry Committee then purported to inquire into and investigate, (inter alia), the complaint from Madam Seah Huay, pursuant to Section 87 of the Act and reported to the Council of the Respondent. This considered the Report and purported to determine, pursuant to Section 88(1)(d), that there should be a formal investigation by a Disciplinary Committee. The Appellant was notifed (in purported pursuance of Section 88(2) of the Act) of this decision by a letter from the Respondent dated the 2nd April 1973.	30
28. On the 23rd April 1973, Wee Chong Jin, C.J. purportedly in exercise of his power under Section 91 of the Act, appointed a Disciplinary Committee to hear and investigate (inter alia) the complaint of Madam Seah Huay concerning the Appellant.	

29. The Disciplinary Committee sat for the

first time on the 30th July 1973 to hear, inter alia, four sets of charges against

the Appellant, namely :-

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- 1. In entering into the champertous agreement to deduct as his fees the sum of \$10 for every \$100 damages awarded to the Complainant's son if he succeeded in the action, in contravention of Section 107(1) (b) and (3) of the Legal Profession Act (Cap. 217), the Appellant was guilty of grossly improper conduct under Section 84(2)(b) of the Act.
- p.26,L.6-14 p.45,L.32-39

10 Alternatively,

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p.26.L.15-28

In entering into the champertous agreement to deduct as his fees the sum of \$10 for every \$100 damages awarded to the Complainant's son if he succeeded in the action, in contravention of Section 107(1) (b) and (3) of the Act, the Appellant rendered himself liable to be disbarred or struck off the Roll of the Court or suspended from practice or censured if a barrister or solicitor in England due regard being had to the fact that the two professions are fused in Singapore, contrary to Section 84(2)(h) of the Act.

p.45,L.40-

p.46.L.4

Alternatively,

p.26, L.29-36

In entering into the champertous agreement to deduct as his fees the sum of \$10 for every \$100 damages awarded to the Complainant's son if he succeeded in the action, the Appellant contravened Section 107(1)(b) and (3) of the Act, contrary to Section 84(2)(j) of the same Act.

p.46,L.5-12

- 2. In falsely representing to the Complainant that her son's employers' insurers had offered to pay \$3,300 damages, the Appellant was guilty of fraudulent conduct in the discharge of his professional duty, contrary to Section 84(2)(b) of the Act.
- p.26, L.37-43 p.46, L.13-18

Alternatively.

p.27,L.1-11

In falsely representing to the Complainant that her son's employers' insurers had offered to pay \$3,300 damages, the Appellant rendered himself liable to be disbarred or struck off the Roll of the Court or suspended from practice or censured if a barrister or solicitor in England due regard being had to

p.46,L.19-29

the fact that the two professions are fused in Singapore, contrary to Section 84(2)(h) of the Act.

- p.27,L.12-19 p.46,L.30-36
- 3. In withholdingpayment to the Complainant of the full sum of \$4,000 awarded as damages to her son by the employers insurers and paying her \$3,000 instead, the Appellant was guilty of fraudulent conduct in the discharge of his professional duty, contrary to Section 84(2)(b) of the Act.

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p.27,L.20-31

Alternatively,

p.46, L.37-47

In withholding payment to the Complainant of the full sum of \$4,000 awarded as damages to her son by the employers insurers and paying her \$3,3000 instead the Appellant rendered himself liable to the disbarred or struck off the Roll of the Court or suspended from practice or censured if a barrister or solicitor in England due regard being had to the fact that the two professions are fused in Singapore, contrary to Section 84(2) (h) of the Act.

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- p.27,L.32-40 p.47,L.1-9
- 4. In deducting the sum of \$1,000 alleged to be solicitor and client costs without the knowledge and consent of the Complainant and without disclosing the fact that the party and party costs of \$1,000 had been paid, the Appellant was guilty of fraudulent conduct in the discharge of his professional duty, contrary to Section 84(2)(b) of the Act.

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p.27,L.4p.20,L.5 p.47,L.10-23

Alternatively,

In deducting the sum of \$1,000 alleged to be solicitor and client costs without the knowledge and consent of the Complainant and without disclosing the fact that the party and party costs of \$1,000 had been paid, the Appellant rendered himself liable to be disbarred or struck off the Roll of the Court or suspended from practice or censured if a barrister or solicitor in England due regard being had to the fact that the two professions are fused in Singapore, contrary to Section 84(2)(h) of the Act.

		Record
	30. On the 1st and 2nd August, 1972, during the course of hearing the evidence of Madam Seah Huay, the existence, and failure to serve a copy, of the Statutory Declaration referred to in Paragraph 25 herein came out before the Disciplinary Committee which then heard submissions on the effect thereof.	p.1,L19- p.2,L.13
10	31. On the 3rd August 1973, the Disciplinary Committee determined that they had no jurisdiction to hear the matter before them and on the 9th October 1973 they delivered a written decision to that effect to the learned Chief Justice.	p.12,L.1-20 p.3,-P.19 p.12,L.21023
	32. The learned Chief Justice thereafter directed the Disciplinary Committee that they must continue to hear the charges against the Appellant which they duly did.	
20	33. Onthe 17th July, 1974, the Disciplinary Committee made a Report on the matters before them.	p.21,L.31-38 p.24,-p.43
	34. As to the first charge, the Disciplinary Committee found that there was an agreement between Madam Seah Huay and the Appellant by which the Appellant was employed to prosecute on behalf of her son a suit which stipulated for payment only in the event of success in that suit and that accordingly	p.35,L.29-40 p.64,L.33-48- p.65,L.6
30	the Appellant had contravened Section 107(1)(b) of the Act and the Respondent had proved the charges brought under Section 84(2)(b) and (j) of the Act. The Disciplinary Committee, however, rejected the charges insofar as they alleged a contravention of Section 107(3) which they held incapable of supporting a charge.	p.36,L.6-9 p.35,L.41- p.36,L.5
	35. As to the second charge, the Disciplinary Committee found that the Appellant had falsely represented to Madam Seah Huay that her son's employers' insurers had offered to pay \$3,300	p.41,L.8-17 p.65,L.6-10
40	damages and he had thereby been guilty of fraudulent conduct in the discharge of his professional duty, contrary to Section 84(2)(b) of the Act and had rendered himself liable to be distarred or suspended from practice under Section 84(2)(h) of the Act.	p.41,L.17-24
	36. The Disciplinary Committee acquitted the	p.42,L.5-9

p.65,L.10-16	Appellant of the third charge.	
p.43,L.10- p.43,L.18 p.65,L.16-21	37. As to the fourth charge, the Disciplinary Committee found that the Appellant had deducted \$1,000 from the damages paid in the settlement without the knowledge or consent of Madam Seah Huay and that this constituted fraudulent conduct, contrary to Section 84(2) (b) of the Act and that the Appellant had rendered himself liable to be disbarred or suspended from practice under Section 84(2) (h) of the Act.	10
p.20,L.1-31 p.49,L.1-21 p.65,L.27-33	38. On the 16th August 1974, on the ex parte application of the Respondent, Wee Chong Jin, C.J. ordered that the Appellant show cause before the High Court of the Republic of Singapore why he should not be dealt with under the provisions of Section 84 of the Act in such manner as the Court might deem fit.	
p.50,-p.86 p.50,L.5- p.65,L.33	39. On the 16th 17th and 18th days of September 1974, the High Court (Wee Chong Jin, C.J., Chua and Choor Sing, J.J.) heard Counsel for the Appellant and for the Respondent on the order to show cause, and on the 22nd November 1974 delivered their judgment. In this, the Court first summarized the circumstances and proceedings leading to the hearing before it.	20
p.73, L.3-38 p.72,L.36- p.73,L.2 p.73,L.30-38	40. The Court then considered the first submission made on behalf of the Appellant that the failure to post or deliver the Statutory Declaration of Madam Seah Huay constituted a failure to comply with Section 87(5) of the Act, rendering all subsequent proceedings a nullity. The learned Judges held that this depended on the facts and circumstances of the case and concluded that the Inquiry Committee had begun its inquiry or investigation before the Statutory Declaration had come into existence and that there was therefore no failure to comply with the provisions of the Section.	30
p.73,L.39- p.82,L.3 p.73,L.39- p.74,L.4	41. The Court then considered the submission that the rules of natural justice required the Inquiry Committee to send a copy of the Statutory Declaration to the Appellant before making its report to the Council of the Respondent. This was rejected, the Court holding that there was no unfairness to the Appellant where (as it held was	40

the case) the relevant provisions of the Act had been complied with and the Statutory Declaration merely repeated the contents of the letter of the 3rd November 1972 which had been forwarded to the Appellant.

42. Finally the Court considered and rejected submissions made on behalf of the Appellant as to the nature, relevance and admissibility of the evidence before the Disciplinary Committee, the credibility of the witnesses, and the way in which the Committee had come to their conclusions on the evidence.

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p.82,L.4p.86,L.28

43. The learned Judges held that the Appellant fell to be dealt with under Section 84(1) of the Act, and, after considering the facts brought to their attention relevant to the punishment to be imposed, decided that the appropriate penalty in respect of the charges proved was to strike the Appellant off the Roll. This they ordered as well as that he should pay the costs of the entire proceedings.

p.86, L.28-37

- y p.86,L.36-37
- 44. The Appellant respectfully submits that the High Court was wrong in holding that the Inquiry Committee of the Respondent had begun its inquiry or investigation before the Statutory Declaration came into existence.
- 45. Further or alternatively, the Appellant respectfully submits that the High Court was wrong in holding that there was no failure by the Inquiry Committee to comply with Section 87(5)(a)(i) of the Act.
 - 46. The Appellant respectfully submits that the Inquiry Committee had no power to inquire and investigate (within the meaning of the Act) until the Statutory Declaration of Madam Seah Huay had been made.
 - 47. Further or alternatively, the Appellant respectfully submits that once the Inquiry Committee had required Madam Seah Huay to make a Statutory Declaration, failure to post or deliver a copy of it to the Appellant vitiated all subsequent steps taken by the Respondent in relation to Madam Seah Huay's complaint against the Appellant.

48. The High Court in the respectful submission of the Appellant, was wrong in holding that the Inquiry Committee did not act unfairly or in breach of natural justice towards him in failing to serve a copy of the Statutory Declaration upon him.

p.88,L.1-33

49. On the 20th January 1975 the High Court of the Republic of Singapore made an order granting the Appellant leave to appeal to the Judicial Committee of Her Britannic Majesty's Privy Council

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50. The Appellant respectfully submits that the order of the High Court was wrong and ought to be set aside, and this Appeal ought to be allowed with costs, for the following (among others)

REASONS

1. BECAUSE the investigation by the Inquiry Committee of the Respondent was a nullity:

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- 2. BECAUSE the determination by the Council of the Respondent that there should be a formal investigation by a Disciplinary Committee was a nullity;
- 3. BECAUSE the appointment, hearings and report of the Disciplinary Committee were nullities.

JOHN NEWEY Q.C.

IAN GLICK

17 OF 1976

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CASE FOR THE APPELLANT

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Ref: MAS.