

32/83

Amended as in purple this 4th day of June 1980 pursuant to the Order of Mr. Justice Penlington dated the 4th day of June 1980

Signed Registrar

Amended as in red this 5th day of December 1977 pursuant to the Order of Mr.Registrar Barnett dated the 30th day of November, 1977

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(Sd.) S.H. MAYO Registrar

Amended as in green this 11th day of December 1978 pursuant to the Order of Mr.Registrar Mayo made herein on the 6th day of December 1978 L.S.

(Sd.) S.H. MAYO Registrar

1976, No.2401

IN THE SUPREME COURT OF HONG KONG HIGH COURT

BETWEEN:

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EDWARD WONG FINANCE CO. LIMITED Plaintiffs

- and -

POMAY INVESTMENTS LIMITED (formerly known as BOVILL INVESTMENTS LIMITED) 1st Defendants

DAVID MA POK SUM 2nd Defendant

SHUM KA CHING 3rd Defendant

TSIANG HUNG WEN 4th Defendant

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MESSRS. JOHNSON, STOKES & MASTER (a firm) 5th Defendants

- and -

MESSRS. JOHNSON, STOKES & MASTER (a firm) Third party

ELIZABETH THE SECOND, BY THE GRACE OF GOD, OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND OF OUR OTHER REALMS AND TERRITORIES QUEEN, HEAD OF THE COMMONWEALTH, DEFENDER OF THE FAITH:

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TO: 1st Defendants POMAY INVESTMENTS LIMITED (formerly known as BOVILL INVESTMENTS LIMITED ) whose registered office is situate

at 82, Hung To Road, Ground Floor, Kwun Tong, Kowloon in the Colony of Hong Kong.

2nd Defendant DAVID MA POK SUM of 79, Waterloo Road, 6th Floor, Flat 45, Kowloon in the Colony of Hong Kong.

3rd Defendant SHUM KA CHING of 74, Hung To Road, Ground Floor, Kwun Tong, Kowloon in the Colony of Hong Kong.

4th Defendant TSIANG HUNG WEN of Flat C, 7th Floor, Wanson House, 119, Castle Peak Road, Tsuen Wan, New Territories in the Colony of Hong Kong. 10

5th Defendants MESSRS. JOHNSON, STOKES & MASTER (a firm) of 403-413, Hong Kong Bank Building, Victoria in the Colony of Hong Kong

WE command you that within 8 days after the service of this writ on you, inclusive of the day of service, you do cause an appearance to be entered for you in an action at the suit of EDWARD WONG FINANCE CO. LIMITED whose registered office is situate at 9th Floor, The Hongkong & Shanghai Bank Building, 673, Nathan Road, Mongkok, Kowloon in the Colony of Hong Kong, and take notice that in default of your so doing the Plaintiff may proceed therein, and judgment may be given in your absence. 20

WITNESS The Honourable SIR GEOFFREY BRIGGS, Chief Justice of Our said Court, the 8th day of November 1976. 30

S. H. MAYO  
Registrar

Note:- This writ may not be served more than 12 calendar months after the above date unless renewed by order of the Court.

#### DIRECTIONS FOR ENTERING APPEARANCE

The Defendant may enter an appearance in person or by a Solicitor, either (1) by handing in the appropriate forms, duly completed, at the Registry of the Supreme Court in Victoria, Hong Kong or (2) by sending them to the Registry by post. 40

NOTE:- If the Defendant enters an appearance, then, unless a summons for judgment is served on him in the meantime, he must also serve a defence on the Solicitor for the Plaintiff

within 14 days after the last day of the time limited for entering an appearance, otherwise judgment may be entered against him without notice.

10 And \$400.00 (or such sum as may be allowed on taxation) for costs, and also, if the Plaintiff obtains an Order for substituted service, the further sum of \$500.00 (or such sums as may be allowed on taxation). If the amount claimed and costs be paid to the Plaintiff or his Solicitor within 8 days after service hereof, (inclusive of the day of service) further proceedings will be stayed.

20 This Writ was issued by MESSRS. DEACONS of Ocean Centre, 8th Floor, Canton Road, Kowloon, Hong Kong, Solicitors for the Plaintiffs whose registered office is situate at 9th Floor, The Hongkong & Shanghai Bank Building, 673, Nathan Road, Mongkok, Kowloon in the Colony of Hong Kong.

(Sd.) ~~DEACONS~~

~~(Sd.) DEACONS~~

(SD.) DEACONS

RE-RE-AMENDED STATEMENT OF CLAIM

1. At all material times, the Plaintiffs were and are carrying on the business of a finance company.
- 30 2. On the 27th January 1976, at the request of the 1st Defendants, the Plaintiffs lent the sum of ~~\$1,665,000.00~~ \$1,355,000.00 to the 1st Defendants in consideration of, inter alia, interest payable on ~~\$1,355,000.00 thereof~~ the same at the rate of 1% per month, such sum and interest being repayable on demand in writing.
- ~~3. The 1st Defendants have repaid the sum of \$310,000.00 to the Plaintiffs, thus leaving a balance of the principal in the sum of \$1,355,000.00.~~
- 40 4. By a letter to the 1st Defendants dated the 14th October 1976, Messrs. Deacons, Solicitors acting for the Plaintiffs, demanded repayment of the said sum of \$1,355,000.00 together with interest accrued within 7 days thereof.

5. As at the 15th October 1976, the 1st Defendants were indebted to the Plaintiffs in the sum of \$1,463,788.33 inclusive of interest.

6. The 1st Defendants have failed or refused to pay the said sum of \$1,473,788.33 to the Plaintiffs or at all.

7. The 2nd, 3rd and 4th Defendants at all material times were and are directors of the 1st Defendants.

8. In consideration of the Plaintiffs making or continuing to make advances or otherwise giving credit facilities to the 1st Defendants, the 2nd, 3rd and 4th Defendants executed a guarantee dated the 27th January 1976 by which they jointly and severally undertook to pay to the Plaintiffs on demand all sums of money which then were or should at any time be owing by the 1st Defendants to the Plaintiffs. 10

9. It was a term of the said guarantee that the liability of the 2nd, 3rd and 4th Defendants thereunder should not exceed the sum of \$1,355,000.00 with interest thereon at the rate of ~~2.1%~~ 1% per month from the date of demand by the Plaintiffs for payment. (The rate of interest was expressed in the said guarantee to be 2.1% per month by mistake) 20

10. By a letter to each of the 2nd, 3rd and 4th Defendants dated the 21st October 1976, Messrs. Deacons acting for the Plaintiffs made a demand on the 2nd, 3rd and 4th Defendants to pay the sum of \$1,355,000.00 to the Plaintiffs within 7 days thereof whilst reserving the Plaintiffs' right to claim interest under the terms of the said guarantee. 30

11. The 2nd, 3rd and 4th Defendants have failed or refused to pay the said sum of \$1,355,000.00 to the Plaintiff or at all.

12. The loan of the sum of ~~\$1,665,000.00~~ \$1,355,000.00 by the Plaintiffs to the 1st Defendants as aforesaid was for the express purpose of enabling the 1st Defendants to purchase the property known as the Ground Floor of No.76 Hung To Road, Kwun Tong, Kowloon (hereinafter together with the undivided share in the land and building pertaining thereto referred to as "the said premises") which forms part of a building standing on Kwun Tong Inland Lot No.158, the registered owner of which at all material times has been one Ho Sau Ki and which have been subject to mortgages or charges in favour 40

of the Hang Seng Bank Limited to the extent of \$4,400,000.00.

13. By an agreement dated the 17th December 1975, Ho Sau Ki agreed to sell and one Lucky Time Finance Company Limited agreed to purchase the said land and building free from incumbrances at a price of \$3,800,000.00.

14. By another agreement dated the 17th December 1975, LuckyTime Finance Company Limited agreed to sell and one Kai Ming Investment Company Limited and one Chan Sun Ming as joint purchasers agreed to purchase the interest of the former in the said land and building at a price of \$5,250,000.00.

15. Subsequently, it was agreed between Kai Ming Investment Company Limited and Chan Sun Ming that the latter would purchase only the said premises.

16. By an agreement in writing or evidenced by a memorandum in the Chinese language dated the 30th December 1975, Chan Sun Ming agreed to sell and one Po Fung Finishing Works Limited agreed to purchase all his interest in the said premises at the price of \$1,850,000.00 of which the sum of \$100,000.00 was paid on the 30th December 1975 and the sum of \$85,000.00 was paid on the 15th January 1976 thus leaving a balance of \$1,665,000.00 to be paid on completion. At all material times the said premises had an open market value of not less than the sum of \$1,850,000.00.

17. The 5th Defendants are a firm of solicitors.

18. In or about January 1976, the 2nd, 3rd and 4th Defendants purchased a shelf company, namely the 1st Defendants, from or through the 5th Defendants for the express purpose of acquiring and owning the said premises.

19. Po Fung Finishing Works Limited nominated the 1st Defendants to be the purchaser under the agreement pleaded in paragraph 16 hereof and the 1st Defendants agreed to take up the purchase of the said premises. There has never been any written agreement between the 1st Defendants and Chan Sun Ming or Ho Sau Ki.

20. The 1st, 2nd, 3rd and 4th Defendants verbally requested the Plaintiffs to make available credit facilities to the extent of ~~\$1,665,000.00~~ **\$1,355,000.00** to enable the 1st Defendants to complete the purchase of the said premises.

21. The 1st, 2nd, 3rd and 4th Defendants offered to provide security for the said credit facilities to the extent of \$1,355,000.00 by the following :

- (a) A charge by way of debenture on the 1st Defendants' undertaking property and assets whatsoever and wheresoever both present and future;
- (b) A first legal mortgage of the said premises;
- (c) A guarantee executed by the 2nd, 3rd and 4th Defendants in respect of the credit facilities to be granted by the Plaintiffs to the 1st Defendants.

The Plaintiffs agreed to such request on the Condition that such security would be provided.

22. At all times material to this action, the 5th Defendants by agreement with the Plaintiffs had been retained for consideration as the Plaintiffs' solicitors generally and in particular to advise them on the legal aspects and effects of the grant of credit facilities by the Plaintiffs to the 1st Defendants, to advise them on the ways and means by which the grant of credit facilities by the Plaintiffs to the 1st Defendants with a safe and sound security could be effected and to prepare the necessary documents for the purpose of effecting the same.

23. It was an implied term of the retainer and agreement aforesaid that the 5th Defendants would exercise all due care skill and judgment in advising and protecting the interests of the Plaintiffs, especially in relation to all matters arising out of and incidental to the grant of credit facilities by the Plaintiffs to the 1st Defendants and the obtaining of the intended security therefor.

24. The 5th Defendants acting through a solicitor Miss W.L. Leung employed by them advised the Plaintiffs that the security offered by the 1st Defendants as set out in paragraph 21 hereof should be accepted with the modification that the charge by way of debenture should be specifically on the said premises and not on other assets of the 1st Defendants which advice was accepted by the Plaintiffs.

25. The 5th Defendants prepared, engrossed and

witnessed the guarantee referred to in paragraph 8 hereof and caused the 2nd, 3rd and 4th Defendants to execute it.

26. On or about the 27th January 1976 the 5th Defendants prepared, engrossed and caused the 1st Defendants to execute a debenture whereby the 1st Defendants purportedly specifically charged the said premises to the Plaintiffs to secure the advance to the 1st Defendants in accordance with the advice tendered and accepted by the Plaintiffs as pleaded in paragraph 24 hereof. The execution of the Debenture was witnessed by the said Miss W.L.Leung. The Plaintiffs will refer at the trial to the said debenture for its full terms true meaning and effect.

27. By Clause 3 of the said debenture, the 1st Defendants covenanted with the Plaintiffs that, inter alia, they then had good right to assign the said premises to the Plaintiffs free from incumbrances and, further, the 1st Defendants and every person having or lawfully or equitably claiming any estate, right title and interest in or to the said premises would execute and do all such lawful assurances and things for further and more perfectly assuring the said premises unto the Plaintiffs as might be required.

28. The 5th Defendants on the 27th January 1976 without the prior knowledge or consent of the Plaintiffs and in purported fulfilment of the duties undertaken by them to the Plaintiffs wrote to Messrs. Danny Yiu & Company, solicitors acting for Ho Sau Ki and/or Chan Sun Ming, the Second paragraph whereof stated that they would ask their clients, the Plaintiffs, to put them in funds with the mortgage proceeds of \$1,355,000.00 towards payment of the purchase price of the said premises upon receipt of Messrs. Danny Yiu & Company's undertaking that :

- (i) Messrs. Danny Yiu & Company would within 10 days upon receipt from the 5th Defendants of their cheque for \$1,355,000.00 send to the 5th Defendants certain documents including the assignment of the said premises to the 1st Defendants duly executed and attested (with the exception of the common seal of the 1st Defendants);
- (ii) Messrs. Danny Yiu & Company would arrange for the registration at the Land Office as soon as possible of certain documents including the re-assignment of the said premises by Hang Seng Bank Limited to

Ho Sau Ki so that the 5th Defendants could proceed with the stamping and registration of the assignment to the 1st Defendants and the mortgage of the said premises by the 1st Defendants to the Plaintiffs with the minimum of delay;

- (iii) If Messrs. Danny Yiu & Company were not in a position to send to the 5th Defendants all the documents specified in that letter within the said 10 days, Messrs. Danny Yiu & Company should hold the said sum of \$1,355,000.00 to the order of the 5th Defendants and should not release the same to their clients.

The 5th Defendants requested Messrs. Danny Yiu & Company to give such an undertaking by signing and returning to the 5th Defendants the duplicate of the said letter, with which request Messrs. Danny Yiu & Company complied. The Plaintiffs will refer to the said letter and duplicate for their full terms and effect.

29. The 5th Defendants also :

- (1) Helped the 1st Defendants to prepare a letter dated the 27th January 1976 addressed to the Plaintiffs by which the Defendants directed the Plaintiffs to pay the sum of \$1,355,000.00 to Messrs. Danny Yiu & Company.
- (2) Wrote a letter dated the 27th January 1976 to the Plaintiffs requesting and advising the Plaintiffs to give them a cheque in favour of Danny Yiu & Company for the sum of \$1,355,000.00 "towards payment of the purchase price" of the said premises.
- (3) Wrote another letter dated the 27th January 1976 to Messrs. Danny Yiu & Company enclosing 3 cheques drawn by the Plaintiffs for the total sum of \$1,665,000.00 in favour of Messrs. Danny Yiu & Company "towards payment of the balance of the purchase price" of the said premises and asking Messrs. Danny Yiu & Company to note that the said sum of \$1,665,000.00 was sent to them subject to the terms contained in the second paragraph of the letter referred to in paragraph 28 hereof. (The sum of \$310,000.00 being part of the said sum



of \$1,665,000.00 was provided by the 1st Defendants themselves).

30. By reason of the retainer pleaded in paragraphs 22 and 23 it was the duty of the 5th Defendants to exercise due care skill and judgment in the performance of their duties towards the Plaintiffs and to take such steps as might be necessary to ensure that the interest of the Plaintiffs were fully protected or alternatively if the interests of the Plaintiffs would not or would not be fully protected to warn the Plaintiffs of the extent and nature of any risks that might be involved in any step in the transaction between the Plaintiffs and the 1st-4th Defendants.

31. The 5th Defendants failed to exercise due care skill and judgment in the performance of their duties towards the Plaintiffs, to take the necessary steps to protect the interests of the Plaintiffs to warn the Plaintiffs of the risks that were involved in the proposed transaction.

- (1) They failed to ensure that the 1st Defendants executed a proper assignment of the said premises as a purchaser whereby the legal and beneficial interest in the said premises would be vested in the 1st Defendants. In particular the 5th Defendants had seen only a form of assignment showing the Vendor as Ho Sau Ki, and Lucky Time Finance Co. Ltd. as confirmor but without details of the other necessary parties.
- (2) They failed to make any or any sufficient inquiry relating to the due execution of the draft Deed of Mutual Covenant whereby the said building would be managed and whereby the rights of the joint owners inter se would be defined. In particular the draft form of assignment of the said premises shown to the 5th Defendants was only appropriate if such Deed was to be executed by the 1st Defendants. The 5th Defendants failed to arrange such execution or to ensure that the same had been executed.
- (3) They failed to make any or any sufficient inquiry with the Hang Seng Bank Limited or its solicitors as to whether such Bank was willing to execute either a re-assignment to Ho Sau Ki of the mortgaged

or charged interest in the whole of the said land and building or a re-assignment to Ho Sau Ki of the said premises. In particular the 5th Defendants were on notice that Ho Sau Ki had by 3 separate mortgages charged the whole land and buildings to Hang Seng Bank Limited to secure banking facilities and advances to the extent of \$4,400,000.00 but had sold the entire property to Lucky Time Finance Company Limited for only \$3,800,000.00.

- (3A) They failed to make any or any sufficient inquiry with Messrs. Danny Yiu & Company as to how the aforesaid mortgage in favour of the Hang Seng Bank Limited was proposed to be paid off or discharged.
- (4) They failed to satisfy themselves that Danny Yiu had any authority to receive repayment of mortgage monies on behalf of Hang Seng Bank Limited.
- (5) They failed to warn the Plaintiffs that until such time as either the outstanding Mortgage of \$4,400,000.00 due from Ho Sau Ki to Hang Seng Bank Limited had been repaid in full or until the terms of a partial reassignment of the said premises from Hang Seng Bank Limited to Ho Sau Ki had been agreed and performed the said mortgages by Ho Sau Ki to Hang Seng Bank Limited would take priority over any other deed and (inter alia) that the Debenture executed by the 1st Defendants in favour of the Plaintiffs as pleaded in paragraph 26 would not vest the said premises in the Plaintiffs.
- (6) They further failed to warn the Plaintiffs that unless and until such time as Ho Sau Ki, Lucky Time Finance Company Limited, Kai Ming Investment Company Limited, Chan Sun Ming had executed either as vendor or as confirmors an appropriate assignment in favour of the 1st Defendants the 1st Defendants would have no title in the said premises so as to render the said Debenture in favour of the Plaintiffs effective and they further failed to warn the Plaintiffs that the 1st Defendants had no contractual relationship with any of the other aforesaid parties so that the 1st Defendants

had no right to insist upon the due execution of any such Deed by Ho Sau Ki or any of the other persons or companies named herein.

- (7) They failed to satisfy themselves that Danny Yiu had any authority to receive payment of the purchase money on behalf of Ho Sau Ki or any of the other persons or companies named in sub-paragraph (6) hereof.
- (8) They failed to advise or apprise the Plaintiffs of the risks involved in advancing the said sum of \$1,665,000.00 before the inquiries referred to in sub-paragraphs (1) to (7) hereof had been made and the results thereof ascertained or advise the Plaintiffs not to proceed with the grant of credit facilities to the 1st Defendants at all in the circumstances.
- (9) They failed to advise the Plaintiffs to forward the said sum of \$1,665,000.00 (including the said sum of \$1,355,000.00) by way of a draft in favour of the Hang Seng Bank Limited against such Bank's undertaking to re-assign the mortgaged or charged interest in the said premises to Ho Sau Ki his purchasers or assigns so as to clear off the prior interest of the Hang Seng Bank Limited
- (10) They failed to advise the Plaintiffs to hand over the said sum of \$1,665,000.00 only against actual delivery of all necessary and duly executed documents vesting the said premises in the 1st Defendants free and clear of all prior charges.
- (11) They failed to advise the Plaintiffs, as an alternative to sub-paragraphs (9) and (10) hereof to forward the entirety of the said sum of \$1,665,000.00 to the Hang Seng Bank Limited or the solicitors for the Hang Seng Bank Limited against their undertaking not to release any part thereof to the said Hang Seng Bank Limited and/or Ho Sau Ki his purchasers or assigns unless and until a reassignment of the said premises in favour of Ho Sau Ki was first executed.

- (12) They advised or caused the Plaintiffs to issue the 3 cheques aforesaid in the total sum of \$1,665,000.00 in favour of Messrs. Danny Yiu & Company.
- (13) They forwarded the said sum of \$1,665,000.00 to Messrs. Danny Yiu & Company only against the signature on the duplicate of the letter dated the 27th January 1976 referred to in paragraph 28 hereof.
- (14) They forwarded the said sum of \$1,665,000.00 to Messrs. Danny Yiu & Company without having previously ascertained that Messrs. Danny Yiu & Company had full authority to accept it either as stakeholder or as the agent of Ho Sau Ki and/or Chan Sun Ming.
- (15) They forwarded the said sum of \$1,665,000.00 to Messrs. Danny Yiu & Company without insisting that payment of such should be against delivery to them of all necessary and duly executed documents and title deeds relating to the said premises.
- (16) They forwarded the said sum of \$1,665,000.00 to Messrs. Danny Yiu & Company in the manner aforesaid despite the following matters :
  - (i) Messrs. Danny Yiu & Company had a single proprietor, namely, Danny Yiu;
  - (ii) Danny Yiu had not been in practice for a very long time;
  - (iii) Danny Yiu was generally known to the legal profession to be a very heavy gambler;
  - (iv) Messrs. Danny Yiu & Company was not by repute or otherwise a substantial firm;
  - (v) The Plaintiffs will rely upon the request dated 27th January, 1976 from the 5th Defendants to Messrs. Danny Yiu & Company as evidence that the 5th Defendants knew or suspected that Messrs. Danny Yiu & Company was unreliable and/or

inexperienced in the routine practice of conveyancing.

In the circumstances the 5th Defendants knew or ought to have known that the signature of Messrs. Danny Yiu & Company on the duplicate of the letter dated 27th January 1976 referred to in paragraph 28 hereof and any undertaking constituted thereby (if any, which is not admitted) was worthless.

(17) They forwarded the said sum of \$1,665,000.00 to Messrs. Danny Yiu & Company in the manner aforesaid despite the following additional matters :

(i) In case the said sum of \$1,665,000.00 or part thereof should be lost as a result of fraud on the part of Danny Yiu or his servants or agents, it would be impossible for the Plaintiffs to be able to resort to any fund or assets in trying to recover any sum lost;

(ii) The 1st Defendants were a shelf company limited by shares and had no assets.

(18) They failed to advise or apprise the Plaintiffs of the fact that as at the time of execution of the said debenture and the time of forwarding the said sum of \$1,665,000.00 to Messrs. Danny Yiu & Company, the 1st Defendants were actually not in a position to covenant with the Plaintiffs in the terms referred to in paragraph 27 hereof.

(19) They failed to advise or apprise the Plaintiffs of the risks involved in forwarding the sum of \$1,665,000.00 to Messrs. Danny Yiu & Company in all the circumstances enumerated in sub-paragraphs (13) - (17) hereof.

(20) They failed to take any or any concrete step with a view to safeguarding the Plaintiffs' interests until the 16th February 1976 when they wrote a letter to Messrs. Danny Yiu & Company of the same date to inquire about the title deeds relating to the said premises.

32. By reason of the aforesaid breaches of

contractual duties on the part of the 5th Defendants, the Plaintiffs have suffered loss and damage.

Particulars

The Plaintiffs have suffered loss and damage in the following manner:

- (1) Danny Yiu of Messrs. Danny Yiu & Company has absconded with the said sum of \$1,665,000.00 (of which \$310,000.00 had been returned provided by the 1st Defendants to the Plaintiffs thus leaving a balance of \$1,355,000.00).
- (2) Chan Sun Ming and/or Ho Sau Ki have denied having received any part of the said sum of \$1,665,000.00 from the 1st Defendants towards the purchase price of the said premises and no part of such money was paid to the Hang Seng Bank Limited.
- (3) In the circumstances, the 1st Defendants have no title to the said premises, and as a result, the said debenture failed to create a charge of the said premises in favour of the Plaintiffs. Had such charge been effective the Plaintiffs, would, upon the default of the 1st Defendants, and within a period not exceeding 3 months thereof, have been able to sell the said premises as mortgagee and thereby realize a net sum exceeding the principal and interest due under the debenture.
- (4) The 1st Defendants as the borrower and the 2nd, 3rd and 4th Defendants as the guarantors have denied that they are liable to the Plaintiffs for the said sum of \$1,355,000.00 and interest thereon or at all.
- (5) Even if the Plaintiffs can successfully claim against the 1st Defendants the 1st Defendants, being a shelf company, will not be able to satisfy any judgment against them in favour of the Plaintiffs
- (6) The issuing of the proceedings herein by the Plaintiffs has been necessitated.

AND the Plaintiffs claim :-

I. Against the 1st Defendants

- (i) The sum of ~~\$1,473,788.33 referred to in paragraph 5 hereof~~; \$1,295,000.00 (after taking into account a concession in the sum of \$60,000.00 made by the Plaintiffs);
- (ii) Interest thereon at the rate of 1% per month from the ~~16th October~~ 27th January 1976 until the date of payment or judgment.

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II. Against the 2nd, 3rd and 4th Defendants and each of them

- (i) The sum of \$1,355,000.00 referred to in paragraph 10 hereof;
- (ii) Interest thereon at the rate of ~~2.1%~~ 1% per month from the 28th October 1976 until the date of payment or judgment.

III. Against all of the 1st, 2nd, 3rd and 4th Defendants and each of them

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- (i) Costs;
- (ii) Further or other relief;

IV. Further or in the alternative, against the 5th Defendants

- (i) Damages for breach of contract;
- (ii) As part of damages, in the event of the Plaintiffs failing in their claim herein against any of the 1st, 2nd, 3rd and 4th Defendants, all costs ordered to be paid by the Plaintiffs to any of the 1st, 2nd, 3rd and 4th Defendants;
- (iii) A declaration that the 5th Defendants are liable to the Plaintiffs for any ~~damages sums~~ and costs awarded against the 1st, 2nd, 3rd or 4th Defendants in favour of the Plaintiffs which the Plaintiffs are unable to recover from such Defendants with due diligence;
- (iv) Interest on damages at such rate and from such date as to the Court shall deem fit;

- (v) Costs;
- (vi) Further or other relief.

~~Patrick Fung~~  
~~Counsel for the Plaintiffs~~

~~Patrick Fung~~  
~~Counsel for the Plaintiffs~~

~~Patrick Fung~~  
~~Counsel for the Plaintiffs~~

Patrick Fung  
Counsel for the Plaintiffs