

7/85

No.30 of 1982

IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

O N A P P E A L

FROM THE COURT OF APPEAL IN SINGAPORE

B E T W E E N :

NEO TAI KIM Appellant

- and -

FOO STIE WAH (M.W.) Respondent

IN THE MATTER of Consolidated Suit No.3999 of 1976

B E T W E E N :

FOO STIE WAH (M.W.) Plaintiff

- and -

NEO TAI KIM Defendant

AND IN THE MATTER of Consolidated Suit No.637 of 1977

B E T W E E N :

NEO TAI KIM Plaintiff

- and -

FOO STIE WAH (M.W.) Defendant

RECORD OF PROCEEDINGS

LE BRASSEUR & BURY,  
71 Lincoln's Inn Fields,  
London, WC2A 3JF

Solicitors for the  
Appellant

COLLYER-BRISTOW,  
4 Bedford Row,  
London, WC1R 4DF

Solicitors for the  
Respondent

IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

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O N A P P E A L

FROM THE COURT OF APPEAL IN SINGAPORE

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B E T W E E N :

NEO TAI KIM Appellant  
- and -  
FOO STIE WAH (M.W.) Respondent

IN THE MATTER of Consolidated Suit No.3999 of 1976

B E T W E E N :

FOO STIE WAH (M.W.) Plaintiff  
- and -  
NEO TAI KIM Defendant

AND IN THE MATTER of Consolidated Suit No.637 of 1977

B E T W E E N :

NEO TAI KIM Plaintiff  
- and -  
FOO STIE WAH (M.W.) Defendant

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RECORD OF PROCEEDINGS

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IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

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O N A P P E A L  
FROM THE COURT OF APPEAL IN SINGAPORE

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B E T W E E N :

NEO TAI KIM Appellant

- and -

FOO STIE WAH (M.W.) Respondent

IN THE MATTER of Consolidated Suit No. 3999 of 1976

10

B E T W E E N :

FOO STIE WAH (M.W.) Plaintiff

- and -

NEO TAI KIM Defendant

AND IN THE MATTER of Consolidated Suit No.637 of 1977

B E T W E E N :

NEO TAI KIM Plaintiff

- and -

FOO STIE WAH (M.W.) Defendant

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RECORD OF PROCEEDINGS

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In the High  
Court of the  
Republic of  
Singapore

No. 1

WRIT OF SUMMONS AND  
STATEMENT OF CLAIM

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No.1  
Writ of  
Summons and  
Statement  
of Claim  
10th December  
1976

WRIT OF SUMMONS  
IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Suit No.3999 of 1976

BETWEEN

FOO STIE WAH (m.w.) Plaintiff

AND

NEO TAI KIM Defendant

10

THE HONOURABLE MR. JUSTICE WEE CHONG JIN, CHIEF  
JUSTICE OF SINGAPORE, IN THE NAME AND ON BEHALF  
OF THE PRESIDENT OF THE REPUBLIC OF SINGAPORE

TO: Neo Tai Kim  
11 Dublin Road,  
SINGAPORE.

We command you that within eight days after  
the service of this Writ on you, inclusive of the  
day of such service, you do cause an appearance to  
be entered for you in a cause at the suit of  
Foo Stie Wah (m.w.) of 21A Killiney Road, Singapore.  
and take notice, that in default of your so doing  
the plaintiff may proceed therein to Judgment and  
execution

20

WITNESS MR. TAN WEE KIAN Registrar of the Supreme  
Court in Singapore the 10th day of December 1976

Sd: Chor Pee & Hin Hiong  
Plaintiff Solicitors

Sd: Low Wee Ping  
Actg Registrar  
Supreme Court, Singapore

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This writ may not be served more than twelve  
calendar months after the above date unless renewed  
by order of court.

30

The defendant (or defendants) may appear hereto by  
entering an appearance (or appearances) either  
personally or by a solicitor at the Registry of  
the Supreme Court.

A defendant appearing personally may if he desires  
enter his appearance by post, and the appropriate

forms may be obtained by sending a Postal Order for \$5.00 with an addressed envelope to the Registrar, Supreme Court, Singapore 6.

In the High Court of the Republic of Singapore

If the defendant enters an appearance, then, unless 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

No.1  
Writ of  
Summons and  
Statement of  
Claim  
10th December  
1976

10

STATEMENT OF CLAIM

(continued)

1. The Plaintiff is the wife of the Defendant. The parties are now living separately.

2. The Plaintiff is the owner of two pieces of properties known respectively as No.44 One Tree Hill, Singapore and No.36 Belmont Road, Singapore.

20

3. By a mortgage in writing dated the 15th day of March 1972 the Plaintiff agreed with Chung Khiaw Bank Limited to guarantee the Defendant's current overdraft account with the said bank at its Selegie Road Branch (operated by the Defendant under the business name of Emerald Room - Shamrock Hotel) together with interest thereon due from time to time for a principal amount not exceeding \$80,000.00. Under the said mortgage deed, the Plaintiff mortgaged her property known as No.44 One Tree Hill, Singapore to the said Chung Khiaw Bank Limited to secure the overdraft account of the Defendant.

30

4. By a mortgage in writing dated the 25th day of February 1974 the Plaintiff agreed with Malayan Banking Berhad to guarantee the Defendant's current overdraft account with the said bank at its Geylang Branch together with interest thereon for a principal sum not exceeding \$250,000.00. Under the mortgage deed, the Plaintiff mortgaged her property known as No.36 Belmont Road, Singapore to secure the overdraft account of the Defendant.

40

5. On or about the 27th day of September 1976 the Plaintiff through her solicitors informed the Chung Khiaw Bank Limited of her intention to terminate the guarantee. As of 29th September 1976, the amount due and payable to the Chung Khiaw Bank Limited in respect of such account together with interest accrued was \$78,885.65 and the Plaintiff as guarantor is liable on the guarantee for the said sum and for continuing interest thereon.

In the High  
Court of the  
Republic of  
Singapore

No.1  
Writ of  
Summons and  
Statement  
of Claim  
10th December  
1976

(continued)

6. On or about the 27th day of September 1976 the Plaintiff through her solicitors informed Malayan Banking Berhad of her intention to terminate the guarantee. As of 29th September 1976, the amount due and payable to Malayan Banking Berhad in respect of such account together with interest accrued was \$206,554.08 and the Plaintiff as guarantor is liable on the guarantee for the said sum and for continuing interest thereon. 10

7. The Plaintiff has through her solicitors requested the Defendant to pay all outstanding sums owing to the said banks and to exonerate the Plaintiff from the said liability. Such request was made by letter dated 23rd day of November 1976. The Defendant has not made any repayment of the said sum or any part thereof to the banks.

AND the Plaintiff claims :-

1. (a) A declaration that the Plaintiff is entitled to be discharged and exonerated from all liabilities under the mortgage deed dated the 15th day of March 1972 whereby the Plaintiff agreed with the Chung Khiaw Bank Limited to guarantee the Defendant's account with the said bank at its Selegie Road Branch by payment by the Defendant to the said bank of the sum of \$78,885.65 as may be due to the said bank on the 29th day of September 1976 when the bank received due notice of the termination of the guarantee together with such interest as may be or become due until the date of payment. 20  
30
- (b) An order that the Defendant do pay forthwith to the Chung Khiaw Bank Limited such sum and interest as aforesaid and obtain the reconveyance of the said property known as No.44 One Tree Hill, Singapore and take any other steps necessary for such discharge and exoneration as aforesaid. 40
2. (a) A declaration that the Plaintiff is entitled to be discharged and exonerated from all liabilities under the mortgage deed dated the 25th day of February 1974 whereby 50

the Plaintiff agreed with Malayan Banking Berhad to guarantee the Defendant's account with the said bank at its Geylang Branch by payment by the Defendant to the said bank of the sum of \$206,554.08 as may be due to the said bank on the 29th day of September 1976 when the bank received the notice of the termination of the guarantee together with such interest as may be or become due until the date of payment.

In the High Court of the Republic of Singapore

No.1  
Writ of Summons and Statement of Claim  
10th December 1976

(continued)

(b) An order that the Defendant do pay forthwith to Malayan Banking Berhad such sum and interest as aforesaid and obtain the reconveyance of the said property known as No.36 Belmont Road, Singapore and take any other steps necessary for such discharge and exoneration as aforesaid.

- 3. For the purposes aforesaid all necessary accounts.
- 4. Costs.
- 5. Further or other relief.

Dated this 10th day of December 1976

Sd: Chor Pee & Hin Hiong  
Solicitors for the Plaintiff

This Writ is issued by CHOR PEE & HIN HIONG of 9th Floor, UIC Building, Shenton Way, Singapore 1, Solicitors for the said plaintiff whose address is at 21A Killiney Road, Singapore.

**NOTICE-OF-SERVICE-ON-MANAGER-OF-PARTNERSHIP**

~~Take notice that the writ of summons is served on you as the person having the control or management of the partnership business of the above named defendant firm of (and also as partner in the said firm)~~

**Solicitors-for-the-Plaintiff**

This writ was served by \_\_\_\_\_ by way of personal service on the defendant who is known to me or who was pointed out to me by or who admitted to me that he was at

on \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 .  
Indorsed on the \_\_\_\_\_ day of \_\_\_\_\_ 19 .

Process Server

In the High  
Court of the  
Republic of  
Singapore

No. 2

AMENDED DEFENCE AND  
COUNTERCLAIM

No.2  
Amended  
Defence and  
Counterclaim  
5th February  
1979

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Suit No. 3999 of 1976

Between

Foo Stie Wah (m.w.) Plaintiff

And

Neo Tai Kim Defendant

AMENDED in red pursuant to Order of Court dated  
13th May 1977 this 5th day of February 1979  
Assistant Registrar

AMENDED DEFENCE AND COUNTERCLAIM

10

D E F E N C E

1. Paragraph 1 of the Statement of Claim  
is admitted.

2. The Defendant denies that the Plaintiff  
is the owner of two pieces of properties  
known respectively as No.44 One Tree Hill,  
Singapore and No.36 Belmont Road, Singapore  
(more particularly described in the First  
and Second Parts of the Schedule hereto), as  
alleged in paragraph 2 of the Statement of  
Claim. The Defendant contends that he is at  
all material times the true owner of the  
said properties and that the said properties  
registered in the name of the Plaintiff are  
held by the Plaintiff in trust for the  
Defendant absolutely. The Defendant says  
that all payments for the purchase of the  
said properties including all outgoing  
expenses were made by him out of his own  
funds.

20

30

3. The Defendant admits paragraph 3 of the  
Statement of Claim except that the current  
overdraft account is under the name of  
Shamrock Hotel, but the Defendant contends  
that the Plaintiff as such trustee for the  
Defendant as aforesaid voluntarily executed  
the said mortgage referred to therein by and  
at the direction and request of the Defendant  
for his benefit.

4. The defendant admits paragraph 4 of the  
Statement of Claim but the Defendant contends

40

that the Plaintiff as such trustee for the Defendant as aforesaid voluntarily executed the said mortgage referred to therein by and at the direction and request of the Defendant for his benefit.

In the High Court of the Republic of Singapore

No.2  
Amended  
Defence and  
Counterclaim  
5th February  
1979

(continued)

10 5. As regards paragraphs 5 and 6 of the Statement of Claim, the Defendant is aware of the intention of the Plaintiff to terminate the respective guarantees. The Defendant contends that he as principal accepts full responsibilities for all acts and things done by the Plaintiff as his trustee as aforesaid.

6. As regards paragraph 7 of the Statement of Claim, the Defendant says that the Plaintiff as his trustee as aforesaid is entitled, if she so wishes to be exonerated and/or discharged from liability under the said mortgages.

20 C O U N T E R C L A I M

7. By way of counterclaim the Defendant repeats paragraphs 2, 3 and 4 of his Defence.

And the Defendant counterclaims for :-

(1) A declaration that the land and premises described in the First and Second Parts of the Schedule hereto which were registered in the name of the Plaintiff were held by her in trust for the Defendant absolutely.

30 (2) An Order that upon redemption of the said two mortgages in writing dated the 15th day of March 1972 and the 25th of February 1974 referred to in paragraphs 4 and 5 hereof the Plaintiff do convey and/or transfer the said land and premises to the Defendant as he may direct.

(3) For the purposes aforesaid all necessary directions and accounts.

(4) Further or other relief.

(5) Costs.

THE SCHEDULE ABOVE REFERRED TO

40 FIRST PART

ALL that piece or parcel of land situate in the District of Tanglin in the Island of Singapore formerly known as Private Lot 31-B Kimlin Park



In the High Court of the Republic of Singapore

No.2  
Amended  
Defence and Counterclaim  
5th February 1979

(continued)

estimated according to Government Resurvey to contain an area of 4,115 sq.ft. and marked on the Government Resurvey Map as Lot 408 of Town Subdivision XXIV. Which said piece of land is more particularly delineated and edged red on the plan annexed to an Indenture of Conveyance made the 31st day of July 1963 (Registered in Volume 1480 No.139) between Chung Ching Man of the first part, Yat Yuen Hong Company Limited of the second part and Foo Stie Wah of the third part and forms part of the land comprised in Grants Nos.2 and 13 or one of them SUBJECT to and with the benefit of the restrictive and other covenants and conditions referred to in the said Indenture of Conveyance AND TOGETHER with the rights of way and other rights appurtenant thereto AND TOGETHER ALSO with the dwelling house erected thereon and known as No.44 One Tree Hill, Singapore.

10

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SECOND PART

DESCRIPTION OF LAND

<u>Reference to Land Register</u>	<u>Town Sub-division</u>	<u>Mukim</u>	<u>Lot</u>	<u>Description of Land (whether whole or part)</u>
98 38	-	IV	187-152	The whole of Lot 187-152 of Mukim IV together with the building erected thereon and known as No.36 Belmont Road, Singapore

30

Dated the 29th day of January, 1977

Re-dated and re-delivered this 5th day of February, 1979 by

Sd:

SOLICITORS FOR THE DEFENDENT

40

I consent to the late filing

Sd: L.A.J.Smith

SOLICITOR FOR THE PLAINTIFF

To: Mr. L.A.J.Smith,  
Solicitor for the Plaintiff

No. 3

REPLY AND AMENDED DEFENCE  
TO COUNTERCLAIM

In the High  
Court of the  
Republic of  
Singapore

IN THE HIGH COURT OF THE REPUBLIC OF  
SINGAPORE

Suit No.3999 of 1976

No.3  
Reply and Amended  
Defence to  
Counterclaim  
5th April 1979

BETWEEN

FOO STIE WAH (M.W.) Plaintiff

AND

10 NEO TAI KIM Defendant

Amended in red pursuant to the Order of Court  
dated the 13th day of May, 1977  
Dated this 5th day of April, 1979  
Sd: Low Wee Ping Asst. Registrar

REPLY AND AMENDED DEFENCE TO COUNTERCLAIM

The Plaintiff joins issue with the Defendant  
on his Defence and in further answer thereto and to  
the Amended Defence and Counterclaim says as follows:-

- 20 1. The Plaintiff denies that the Defendant is  
the true owner of the properties and that she holds  
the said properties in trust for the Defendant  
or that the Defendant paid for the said properties  
out of his own funds.
2. The funds used to purchase 44 One Tree Hill  
were the Plaintiff's own funds.
- 30 3. The funds used to purchase 36, Belmont Road  
were funds generated from the Emerald Room business in  
which the Plaintiff worked full time as a working wife  
and the house was bought from the funds so provided was  
meant and intended to be for the sole beneficial use of  
the Plaintiff.
2. 4. The Plaintiff contends that she is the  
beneficial owner of the said properties. She executed  
the said mortgage without consideration to guarantee  
the overdraft accounts of the Defendant because the  
Defendant is her husband.
3. 5. The Plaintiff will put the Defendant to strict  
proof of the allegations made in his counterclaim.
4. 6. The Plaintiff denies that the Defendant is

In the High  
Court of the  
Republic of  
Singapore

No.3  
Reply and Amended  
Defence to  
Counterclaim  
5th April 1979

(continued)

entitled to any of the prayers made in the  
counterclaim.

~~Dated the 7th day of March, 1977-~~

Redated and redelivered this 5th day of  
April, 1979.

Sd: L.A.J.Smith  
Solicitor for the Plaintiff

To: Messrs. Lee & Lee,  
Solicitors for the Defendant,  
Singapore.

10

No.4  
Writ of  
Summons and  
Statement  
of Claim  
15th November  
1976

No.4

WRIT OF SUMMONS AND  
STATEMENT OF CLAIM

WRIT OF SUMMONS  
IN THE HIGH COURT OF THE REPUBLIC OF  
SINGAPORE

Suit No.3744 of 1976

BETWEEN:

FOO STIE WAH (m.w.) Plaintiff

AND

NEO TAI KIM Defendant

L.S.

THE HONOURABLE MR. JUSTICE WEE CHONG JIN,  
CHIEF JUSTICE OF SINGAPORE IN THE NAME AND  
ON BEHALF OF THE PRESIDENT OF THE REPUBLIC  
OF SINGAPORE

TO: Neo Tai Kim  
11 Dublin Road,  
Singapore.

20

We command you that within eight days  
after the service of this Writ on you,  
inclusive of the day of such service, you do  
cause an appearance to be entered for you in  
a cause at the suit of Foo Stie Wah (m.w.) of  
21A Killiney Road, Singapore.  
and take notice, that in default of your so  
doing the plaintiff may proceed therein to

30

Judgment and execution.

In the High Court of the Republic of Singapore

WITNESS, MR. TAN WEE KIAN Registrar of the Supreme Court in Singapore the 15th day of November 1976

No.4  
Writ of Summons and Statement of Claim  
15th November 1976

Sd: .....Illegible.....  
Plaintiff's Solicitors  
Sd: Low Wee Ping  
Asst. REgistrar,  
Supreme Court, Singapore

(continued)

10 This writ may not be served more than twelve calendar months after the above date unless renewed by order of court.

The Defendant (or defendants) may appear hereto by entering an appearance (or appearances) either personally or by a solicitor at the Registry of the Supreme Court.

A defendant appearing personally may, if he desires, enter his appearance by post, and the appropriate forms may be obtained by sending a Postal Order for \$5.000 with an addressed envelope to the Registrar, Supreme Court, Singapore, 6.

20 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.

STATEMENT OF CLAIM

1. The Plaintiff is the wife of the Defendant. Both are separated and living apart.

30 2. (i) The Plaintiff is the registered sole proprietor of a restaurant business known as Skillets at Supreme House, Singapore.

(ii) The Plaintiff invested capital in furnishing and equipping the said premises for a coffee house-cum-restaurant business known as Skillets.

(iii) The said business commenced in August 1971. The Plaintiff managed and operated the restaurant personally from its inception.

40 3. The Plaintiff is entitled to possession of the premises known as G 27 Supreme House, Penang Road,

In the High Court of the Republic of Singapore

Singapore erected on Lot 259 TS XX as Lessee by a Lease dated 12th September 1974 made between Supreme Holdings Limited (the landlords) and the Plaintiff.

No.4  
Writ of  
Summons and  
Statement of  
Claim  
15th November  
1976

4. The Plaintiff has a bank account with the Asia Commercial Banking Corporation Limited which allowed the said business overdraft facilities up to a limit of \$100,000.00 secured by the Plaintiff's own properties known as No.42 Mt. Sinai Avenue, Singapore and No.56 Mt.Sinai Drive, Singapore.

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(continued)

5. The Plaintiff also has various other businesses and properties.

6. The Defendant also operated business of his own.

7. On or about the month of May 1974, the Plaintiff and Defendant had a violent marital quarrel, as a result of which the Plaintiff felt constrained to leave the Defendant who never actually stayed in the matrimonial home at No.19 Jalan Mutiara, Singapore.

20

8. In anger and disgust she left the business of Skillets in the hands of the Defendant. Since then until now, the Defendant has been operating Skillets and is in possession thereof.

9. As there is now no possibility of a reconciliation of the marriage, the Plaintiff has through her Solicitors demanded the return of possession of the business and premises known as G 27 Supreme House.

30

10. The Defendant has failed to deliver possession of the said premises with all the equipment, furniture and fittings contained therein.

The Plaintiff's claim against the Defendant:-

(a) Possession of the premises known as No. G 27 Supreme House, Penang Road, Singapore, together with all the equipment, furniture and fittings contained therein as at the date of this Writ;

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(b) An account of all receipts and payments, dealings and transactions of the business of Skillets carried out by the Defendant from the 1st day of June 1974 to the date of judgment.

Dated this                    day of                    1976

In the High  
Court of the  
Republic of  
Singapore

.....Illegible.....  
Solicitors for the Plaintiff

No.4  
Writ of  
Summons and  
Statement of  
Claim  
15th November  
1976

\_\_\_\_\_

This writ is issued by CHOR PEE & HIN  
HIONG of 9th Floor, UIC Building, 5 Shenton  
Way, Singapore 1, Solicitors for the said  
plaintiff whose address is 21A Killiney Road,  
Singapore.

(continued)

**NOTICE-OF-SERVICE-ON-MANAGER-OF  
PARTNERSHIP**

10

~~Take notice that the writ of summons is served  
on you as the person having the control or manage-  
ment of the partnership business of the above-  
named defendant firm of  
(and also as partner in the said firm)~~

**Solicitors for the Plaintiff**

This writ was served by        way of personal service  
on the defendant who is known to me or who  
was pointed out to me by  
or who admitted to me that he was

20

at  
on                                    the                                    day of                                    19 .  
Indorsed the                                    day of                                    19 .

Process Server

In the High  
Court of the  
Republic of  
Singapore

No.5

AMENDED DEFENCE AND  
COUNTERCLAIM

No.5  
Amended  
Defence and  
Counterclaim  
5th February  
1979

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Suit No.3744 of 1976

BETWEEN:

FOO STIE WAH (m.w.) Plaintiff

AND

NEO TAI KIM Defendant

AMENDED DEFENCE AND COUNTERCLAIM

10

D E F E N C E

1. Paragraph 1 of the Statement of Claim is admitted.

2. The Defendant denies that the Plaintiff is the owner of a restaurant business known as "Skillets" at Supreme House, Singapore as alleged in paragraph 2 (i) of the Statement of Claim. The Defendant contends that he is at all material times the true owner of the said business which he founded, managed and operated since its inception and that the said business is registered in the name of the Plaintiff as the nominee of the Defendant and by reason thereof the Plaintiff is holding the said business in trust for the Defendant.

20

3. The Defendant denies that the Plaintiff invested capital in furnishing and equipping the said premises for a coffee house-cum restaurant business known as "Skillets" as alleged in paragraph 2(ii) of the Statement of Claim. The Defendant contends that he invested all necessary capital in the said business.

30

4. The Defendant denies that the Plaintiff managed and operated the restaurant personally from its inception as alleged in paragraph 2(iii) of the Statement of Claim. The Defendant says that the said business commenced on the 1st of September 1971, and not in August 1971 as alleged and that the Defendant has managed the said business since its inception and is still managing the said business.

40

5. The Defendant denies that the Plaintiff is entitled to possession of the premises known as G27 Supreme House, Penang Road, Singapore erected on Lot 259 of T.S. XX as alleged in paragraph 3 of the Statement of Claim. The Defendant contends that the Lease dated the 12th of September 1974, made between Supreme Holdings Limited (the Landlords) and the Plaintiff is held by the Plaintiff as trustee and nominee of the Defendant.

In the High Court of the Republic of Singapore

No.5  
Amended  
Defence and Counterclaim  
5th February  
1979

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6. With regard to paragraph 4 of the Statement of Claim, the Defendant admits that the registered business "Skillets" (and not the Plaintiff personally as alleged) has a current account overdraft facility with Asia Commercial Banking Corporation Limited up to a total limit of \$100,000.00 secured by the properties known as No.42 Mount Sinai Avenue, Singapore and No. 56 Mount Sinai Drive, Singapore (more particularly described in the Schedule hereto attached). The Defendant denies that the Plaintiff is the owner of the said immovable properties as alleged. The defendant contends that he is at all material times the true owner of the immovable properties and that the said immovable properties registered in the name of the Plaintiff are held by the Plaintiff in trust for the Defendant absolutely. The Defendant says that all payments for the purchase of the said immovable properties including all outgoing expenses were made by him out of his funds.

20

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7. Pursuant to the said trust hereinbefore pleaded in paragraph 6 hereof and at the request and direction of the Defendant, the Plaintiff did voluntarily execute a mortgage in writing dated 28th December 1971 whereby the immovable property known as No.42 Mount Sinai Avenue, Singapore was mortgaged to Asia Commercial Banking Corporation Limited to secure the overdraft account of the business of "Skillets" up to the limit of \$50,000.00.

50

8. Pursuant to the said trust hereinbefore pleaded in paragraph 6 hereof and at the request and direction of the Defendant, the Plaintiff did voluntarily execute another mortgage in writing dated 28th December 1971 whereby the immovable property known as No.56 Mount Sinai Drive was mortgaged to the Asia Commercial Banking Corporation Limited to secure the overdraft account of the business of "Skillets" up to the limit of \$50,000.00.

(continued)



In the High  
Court of the  
Republic of  
Singapore

No.5  
Amended  
Defence and  
Counterclaim  
5th February  
1979

(continued)

9. With regard to paragraph 5 of the Statement of Claim, the Defendant is aware that the Plaintiff is a partner of Foto Century and Caroline. The Defendant also contends that besides the said immovable properties above referred to the immovable properties known as No.44 One Tree Hill, Singapore and No.36 Belmont Road, Singapore (the subject matter of Suit No.3999 of 1976 between the same parties hereto), No.2 Grove Lane, Singapore and No.19 Jalan Mariam, Singapore registered in the name of the Plaintiff are all held by the Plaintiff in trust for the Defendant absolutely. Save as aforesaid the Defendant has no knowledge of the Plaintiff also having various businesses and properties as alleged. 10

10. The Defendant admits paragraph 6 of the Statement of Claim.

11. Except that there was a marital quarrel between the Plaintiff and the Defendant, the Defendant denies paragraph 7 of the Statement of Claim. 20

12. The Defendant denies that the Plaintiff in anger and disgust left the business of "Skillets" in the hands of the Defendant as alleged in paragraph 8 of the Statement of Claim. The Defendant reiterates his contention that he founded the business of "Skillets" and has at all material times, managed and operated the business of "Skillets" since its inception. 30

13. By reason of the premises, the Plaintiff is not entitled to any of the reliefs sought in this action.

14. Save in so far as hereinbefore expressly admitted, the Defendant denies each and every allegation of fact in the Statement of Claim as if the same were set out herein seriatim and specifically traversed.

#### C O U N T E R C L A I M

40

15. By way of counterclaim, the Defendant repeats paragraphs 2, 3, 5, 6, 7 and 8 of the Defence.

And the Defendant counterclaims for :-

- (a) A declaration that the business known as "Skillets" of G27 Supreme House, Penang Road, Singapore, registered in the Registry of Business Names in the name of

the Plaintiff is held by the Plaintiff as trustee and nominee of the Defendant for his benefit absolutely.

In the High Court of the Republic of Singapore

(b) An Order that the Plaintiff do execute a transfer of the said business of "Skilletts" to the Defendant and do sign all necessary documents and forms for such transfer.

No.5  
Amended  
Defence and  
Counterclaim  
5th February  
1979

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(c) A declaration that the land and premises described in the Schedule hereto attached and registered in the name of the Plaintiff were held by her in trust for the Defendant absolutely.

(continued)

(d) An Order that upon redemption of the said two mortgages dated the 28th of December 1971, pleaded in paragraphs 7 and 8 hereof the Plaintiff do transfer the said land and premises to the Defendant or as he may direct.

20

(e) For the purposes of prayer 3 hereof all necessary directions and accounts.

(f) Costs.

Dated and delivered this 29th day of January 1977 by,

Re-dated and re-delivered this 5th day of February 1979 by,

Sd: Illegible  
SOLICITORS FOR THE DEFENDANT

I consent to the late filing

30

Sd: L.A.J.Smith  
SOLICITOR FOR THE PLAINTIFF

To: Mr. L.A.J.Smith  
Solicitor for the Plaintiff.

Amended in red pursuant to the Order of Court dated 13th day of May 1977 on the 5th day of February 1979  
Signed Assistant Registrar

In the High Court of the Republic of Singapore

No.5 Amended Defence and Counterclaim 5th February 1979

THE SCHEDULE HEREIN REFERRED TO

DESCRIPTION OF LAND

Reference to Land Register	Town Subdivision	Mukim	Lot	Description of Land (whether whole or part)
Volume Folio				
49 137	-	IV	2161	The whole of Lot 2161 of Mukim IV together with the building erected thereon and known as No.42 Mount Sina Avenue, Singapore
49 191	-	IV	2215	The whole of Lot 2215 of Mukim IV together with the building erected thereon and known as No.56 Mount Sina Drive, Singapore

(continued)

REPLY AND AMENDED DEFENCE  
TO COUNTERCLAIM

In the High  
Court of the  
Republic of  
Singapore

IN THE HIGH COURT OF THE REPUBLIC OF  
SINGAPORE

No.6  
Reply and  
Amended Defence  
to Counterclaim  
5th April 1979

Suit No. 3744 of 1976

BETWEEN:

FOO STIE WAH (m.w.) Plaintiff

AND

10 NEO TAI KIM Defendant

Amended in red pursuant to the Order of Court  
dated the 13th day of May, 1977.

Dated this 5th day of April, 1979

Sd: Tan Seale Kam

Asst. Registrar

REPLY AND AMENDED DEFENCE TO COUNTERCLAIM

The Plaintiff joins issue with the Defendant  
on his Defence and in further answer thereto and  
to the Amended Defence and Counterclaim says as follows:-

- 20 1. The Plaintiff denies that the Defendant is  
the true owner of "Skillets" or that he founded,  
managed or operated the said business since its  
inception.
2. The Plaintiff denies that she is the nominee  
of the Defendant for purposes of business  
registration and will put the Defendant to strict  
proof thereof.
3. The Plaintiff denies that the Defendant  
invested capital in the said business.
- 30 4. The Plaintiff denies that she holds the said  
lease as trustee and nominee of the Defendant  
and further denies that payments for the purchase of  
the immovable properties known as 42 Mount Sinai  
Avenue and 56, Mount Sinai Drive were paid for by the  
Defendant out of his own funds.
5. The Plaintiff denies that the Defendant is  
the owner of the said immovable property.
6. The Plaintiff denies that the Defendant is  
entitled to any of the prayers in the counterclaim.

40 ~~Dated and Delivered the 8th day of March, 1977~~

In the High  
Court of the  
Republic of  
Singapore

Re-dated and Redelivered this 5th day of  
April, 1979.

No.6  
Reply and  
Amended  
Defence to  
Counterclaim  
5th April  
1979

Sd: L.A.J.Smith  
Solicitors for the Plaintiff

To: Messrs. Lee & Lee,  
Solicitors for the defendants,  
Singapore.

(continued)

No.7  
Writ of  
Summons and  
Statement  
of Claim  
8th March  
1977

No. 7

WRIT OF SUMMONS AND  
STATEMENT OF CLAIM

10

WRIT OF SUMMONS  
IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE  
Suit No. 637 of 1977

BETWEEN:

NEO TAI KIM Plaintiff

AND

FOO STIE WAH (m.w.) Defendant

THE HONOURABLE MR. JUSTICE WEE CHONG JIN,  
CHIEF JUSTICE OF SINGAPORE, IN THE NAME AND  
ON BEHALF OF THE PRESIDENT OF THE REPUBLIC  
OF SINGAPORE

20

To: Foo Stie Wah (m.w.) of No.21-A Killiney  
Road, Singapore 9.

We command you that within eight days after  
the service of this writ on you, inclusive of  
the day of such service, you do cause an  
appearance to be entered for you in a cause at  
the suit of Neo Tai Kim of No.11 Dublin Road,  
Singapore 9.

and take notice, that in default of you so doing  
the plaintiff may proceed therein to judgment  
and execution.

30

WITNESS Mr. LOW WEE PING Asst. Registrar of the  
Supreme Court in Singapore the 8th day of March,  
1977.

Sd: Illegible  
Plaintiff's Solicitors

Sd: Low Wee Ping  
Assistant Registrar  
Supreme Court, Singapore

This writ may not be served more than twelve calendar months after the above date unless renewed by Order of Court.

In the High Court of the Republic of Singapore

The defendant (or defendants) may appear hereto by entering an appearance (or appearances) either personally or by a solicitor at the Registry of the Supreme Court.

No.7  
Writ of  
Summons and  
Statement of  
Claim  
8th March 1977

10 A defendant appearing personally may, if he desires, enter his appearance by post, and the appropriate forms may be obtained by sending a Postal Order for \$5.00 with an addressed envelope to the Registrar, Supreme Court, Singapore, 6.

(continued)

The Plaintiff claims against the Defendant for :-

20 (1) A declaration that two pieces of properties known respectively as No.19 Jalan Mariam, Singapore and No.2 Grove Lane, Singapore (more particularly described in the Schedule hereto attached) which were registered in the name of the Defendant were held by her in trust for the Plaintiff absolutely.

30 (2) An Order that upon redemption of the mortgages in writing dated the 25th day of May, 1972 (as varied by an Instrument of Variation of Mortgage dated the 9th day of July, 1976) and dated the 28th day of December, 1973 created in favour of United Overseas Finance Limited and Malayan Banking Berhad respectively, the Defendant do transfer the said properties to the Plaintiff or as he may direct.

(3) Appointment of managers and receivers.

(4) For the purposes aforesaid all necessary directions and accounts.

(5) Further or other relief.

(6) Costs.

In the High  
Court of the  
Republic of  
Singapore

No. 7  
Writ of  
Summons and  
Statement  
of Claim  
8th March  
1977

(continued)

THE SCHEDULE

Reference to Land Register	Town Sub-division	Mukim	Lot	Description of Land (whether whole or part)
Volume Folio				
54 171	-	XXXI	902	The whole of Lot 902 of Mukim XXXI together with the building erected thereon and known as No.19 Jalan Mariam, Singapore
125 194	-	IV	3261	The whole of Lot 3261 of Mukim IV together with the building erected thereon and known as No.2 Grove Lane, Singapore

This writ is issued by Messrs. LEE & LEE of 18th Floor, U.I.C. Building, No.5 Shenton Way, Singapore, 1, solicitors for the said plaintiff whose address is No.11 Dublin Road, Singapore 9, Merchant.

In the High Court of the Republic of Singapore

NOTICE OF SERVICE ON MANAGER OR PARTNERSHIP

No.7  
Writ of Summons and Statement of Claim  
8th March 1977

10

Take Notice that the writ of summons is served on you as the person having the control or management of the partnership business of the above-named defendant firm of

(continued)

.....  
.....

Dated this                    day of                    197 .

Solicitors for the Plaintiff

This Writ S/Clm was served by me Omar b Abdullah by way of personal service on the defendant who was pointed out to me by Plaintiff representative Ramchanru at No.21-A Killiney Road, Singapore on Wednesday the 27th day of April 1977 at 11-20 a.m.  
Indorsed the 27th day of April 1977

Sd: Illegible

Process Server



AMENDED STATEMENT OF  
CLAIM

No.8  
Amended  
Statement  
of Claim  
26th April  
1977

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Suit No.637 of 1977

BETWEEN:

NEO TAI KIM Plaintiff

AND

FOO STIE WAH (m.w.) Defendant

AMENDED STATEMENT OF CLAIM

10

1. The Plaintiff is at all material times the owner of two pieces of properties known respectively as No.19 Jalan Mariam, Singapore and No.2 Grove Lane, Singapore (more particularly described in the Schedule hereto attached)

2. The Defendant is at all material times the trustee and nominee of the Plaintiff. Prior to the purchase made by the Plaintiff of the said two pieces of properties as aforesaid, the Plaintiff verbally requested the Defendant to hold the said two pieces of properties as aforesaid on trust for him absolutely and subsequently the same were registered in the name of the Defendant. The Defendant says that all payments for the purchase of the said two pieces of properties as aforesaid including all outgoing expenses were made by him out of his own funds.

20

3. By a mortgage in writing dated the 25th day of May, 1972, the Defendant as such trustee and nominee of the Plaintiff as aforesaid and at his request voluntarily mortgaged the said property known as No.19 Jalan Mariam, Singapore to United Overseas Finance Limited to secure the repayment of a principal sum of \$114,000.00 upon the terms and conditions set out therein.

30

4. On or about the 9th day of September, 1976 the Defendant further as such trustee and nominee of the Plaintiff as aforesaid and at his request voluntarily executed an Instrument of Variation of Mortgage in favour of the said United Overseas Finance Limited varying certain terms of the said Mortgage hereinbefore pleaded

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in paragraph 3 hereto.

In the High  
Court of the  
Republic of  
Singapore

No.8  
Amended  
Statement  
of Claim  
26th April  
1977

(continued)

10 5. On or about the 2nd day of November, 1973 the Plaintiff arranged for an account current to be opened with Malayan Banking Berhad, Geylang Sub-Branch, Singapore in the name of the Defendant. The Defendant as nominee of the Plaintiff as aforesaid and at his request duly voluntarily opened the said account with an initial pay-in of \$500.00 provided by the Plaintiff. The Plaintiff also arranged for and the Defendant did duly voluntarily sign a mandate mandating authorising the Plaintiff to operate the said current account as well.

20 6. By a mortgage in writing dated the 28th of December, 1973 the Defendant as such trustee and nominee of the Plaintiff and at his request voluntarily mortgaged the said property No.2 Grove Lane, Singapore to Malayan Banking Berhad to secure the repayment of all money advanced from time to time or granted accommodation on the said current account not exceeding the principal sum of \$120,000.00 upon the terms and conditions therein set out.

30 7. On or about the 11th day of February, 1977 the Plaintiff through his Solicitors, Messrs. Lee & Lee demanded the Defendant to transfer the said properties to the Plaintiff or as he might direct upon the redemption of the said mortgages. The Defendant refused and still refuses to comply with the said demand.

And the Plaintiff claims :-

- 40 (1) A declaration that the said properties described in the Schedule hereto attached which were registered in the name of the Defendant were held by her in trust for the Plaintiff absolutely.
- (2) An Order that upon redemption of the mortgages in writing dated the 25th day of May, 1972 (as varied by the said Instrument of Variation of Mortgage dated the 9th day of July, 1976) and the 28th day of December, 1973 created in favour of United Overseas Finance Limited and Malayan Banking Berhad respectively the Defendant do transfer the said properties to the Plaintiff or as he may direct.
- (3) Appointment of managers and receivers.
- (4) For the purposes aforesaid all necessary

In the High  
Court of the  
Republic of  
Singapore

No.8  
Amended  
Statement  
of Claim  
26th April  
1977

(continued)

directions and accounts.

(5) Further or other relief.

(6) Costs.

Dated and delivered this 8th day of March,  
1977 by,

Re-dated and re-delivered this 26th day  
of April, 1977 by,

Sd:

SOLICITORS FOR THE PLAINTIFF

To: The abovenamed Defendant.

10

Amended in red pursuant to Order 20 rule 3(i)  
of the Rules of the Supreme Court 1970 this  
26th day of April 1977 signed illegible  
Solicitors for the Plaintiff

THE SCHEDULE

In the High  
Court of the  
Republic of  
Singapore

No.8  
Amended  
Statement of  
Claim  
26th April 1977

<u>Reference to Land Register</u>	<u>Volume</u>	<u>Folio</u>	<u>Town Sub-division</u>	<u>Mukim</u>	<u>Lot</u>	<u>Description of Land (whether whole or part)</u>	<u>No.8 Amended Statement of Claim</u>
54	171		-	XXXI	902	The whole of Lot 902 of Mukim XXXI together with the building erected thereon and known as No.19 Jalan Mariam, Singapore	(continued)
125	194		-	IV	3261	The whole of Lot 3261 of Mukim IV together with the building erected thereon and known as No.2 Grove Lane, Singapore	

In the High  
Court of the  
Republic of  
Singapore

No. 9

DEFENCE

No.9  
Defence  
22nd June  
1977

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Suit No.637 of 1977

BETWEEN:

NEO TAI KIM

Plaintiff

AND

FOO STIE WAH (m.w.)

Defendant

D E F E N C E

1. Paragraphs 1 and 2 of the Amended Statement of Claim are denied. 10
2. The Defendant at all material times was the wife of the Plaintiff and is still the wife of the Plaintiff.
3. The Plaintiff and the Defendant for several years carried on business as restaurateurs together.
4. The Plaintiff and the Defendant bought properties out of the business they carried on together. 20
5. The premises known as No.19 Jalan Mariam and No.2 Grove Lane, Singapore were two properties among others which by agreement between the Plaintiff and the Defendant were bought for the sole beneficial use of the Defendant who executed all necessary documents including mortgages in relation thereto.
6. The Defendant denies any request either as alleged or at all either prior to the purchases or at the time of the purchases or subsequent to the purchases to hold either of the properties in trust for the Plaintiff either in part or in whole or as a nominee of the Plaintiff. 30
7. Further the Defendant denies that all payments for the purchase of the said two properties including all the outgoing expenses were made by the Plaintiff out of his own funds.
8. The Defendant as a business woman and

working wife worked full time in the Emerald Room Restaurant and Shindig Nite Club which said business was registered in the name of the Plaintiff as sole-proprietor thereof but which was built up solely by the efforts of the Defendant and the monies generated thereby were used inter alia for the benefit of the Defendant and the Plaintiff and the Defendant will claim that she is entitled to an equitable share in the said business.

In the High Court of the Republic of Singapore

No.9  
Defence  
22nd June  
1977

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(continued)

9. Further and or in the alternative if contrary to the contention of the Defendant the Defendant was not legally or equitably beneficially entitled to a share of the profits or the business known as the Emerald Room Restaurant and Shindig Nite Club out of which the monthly instalments for the said properties were paid the said payments were made meant and intended to benefit the Defendant solely and absolutely.

20

10. Paragraph 3 of the Amended Statement of Claim is denied. The premises No.19 Jalan Mariam were bought for the sole beneficial use of the Defendant and the mortgage referred to therein was not executed as trustee or nominee of the Plaintiff as alleged therein nor at the Plaintiff's request as alleged therein but to secure repayments to United Overseas Finance Limited and to enable the Defendant to purchase the said property by instalments.

30

11. Paragraph 4 of the Amended Statement of Claim is denied save that the Defendant executed an Instrument of Variation of Mortgage in favour of the United Overseas Finance Limited. The said Variation of Mortgage was executed on the advice of her Solicitors, Rikhraj & Co., at the request of the United Overseas Finance Limited.

40

12. The Defendant admits that she opened a current account with Malayan Banking Berhad, Geylang Sub-Branch, Singapore in her name and at the request of the Plaintiff and did so voluntarily but denies that she did so as nominee of the Plaintiff or that the sum of \$500.00 was paid by the Plaintiff.

13. The Defendant further admits that she voluntarily signed a mandate authorising the Plaintiff to operate the said account. The said mandate has since been revoked by the Defendant and the Plaintiff did not operate the said account.

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14. The Defendant admits that she executed a mortgage as alleged in paragraph 6 of the Amended

In the High  
Court of the  
Republic of  
Singapore

No.9  
Defence  
22nd June  
1977

(continued)

Statement of Claim but denies that the said mortgage was executed as trustee or nominee of the Plaintiff. The mortgage was obtained to pay off the existing loan facility on the premises No.2 Grove Lane at the suggestion of the Plaintiff as the Defendant could obtain a lower rate of interest with Malayan Banking Berhad.

15. Paragraph 7 of the Amended Statement of Claim is admitted save that it is denied that the Plaintiff is entitled to the property on the redemption of the said mortgage or any share therein. 10

16. Save as is expressly admitted or denied the Defendant denies each and every other allegation in the Amended Statement of Claim as if the same had been separately set out and denied seriatim.

Dated and delivered this 22nd day of June, 1977. 20

Sd: L.A.J.Smith  
Solicitor for the Defendant

To: The Defendant and his Solicitors,  
Messrs. Lee & Lee,  
Singapore.

No.10  
Reply  
6th July 1977

No. 10  
REPLY

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Suit No.637 of 1977

BETWEEN:

Neo Tai Kim Plaintiff

AND

FOO STIE WAH (m.w.) Defendant

•  
R E P L Y

1. The Plaintiff joins issue with the Defendant on her Defence.

2. Paragraph 3 of the Defence is denied and the Plaintiff says that he alone carried on the business as a restaurateur for several years.

In the High Court of the Republic of Singapore

10 3. The Plaintiff further denies that both the Plaintiff and the Defendant bought properties out of the business they carried on together as alleged or at all. The Plaintiff contends that he bought the several properties and registered them in the name of the Defendant who held the same in trust for the Plaintiff absolutely and denies that the same were bought for the sole beneficial use of the Defendant as alleged.

No.10  
Reply  
6th July 1977

(continued)

Dated and delivered this 6th day of July, 1977 by,

Sd: Illegible

SOLICITORS FOR THE PLAINTIFF

To:

Mr. L.A.J. Smith  
Solicitor for the Defendant.

20



In the High  
Court of the  
Republic of  
Singapore

No.11

FURTHER AND BETTER  
PARTICULARS OF THE  
DEFENCE REQUESTED BY  
LETTER OF 6TH JULY 1977

No.11  
Further  
and Better  
Particulars  
of the  
Defence  
requested by  
letter of  
6th July  
1977  
2nd August  
1977

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Suit No.637 of 1977

BETWEEN:

NEO TAI KIM Plaintiff

AND

FOO STIE WAH(m.w.) Defendant

10

FURTHER AND BETTER PARTICULARS OF THE  
DEFENCE AS REQUESTED BY THE PLAINTIFF'S  
SOLICITORS IN THEIR LETTER OF 6TH JULY,1977

Under paragraph 5:  
Of the allegation that the  
premises known as No.19  
Jalan Mariam and No.2  
Grove Lane, Singapore, were  
two properties among others  
which by agreement between  
the Plaintiff and the  
Defendant were bought for  
the sole beneficial use of  
the Defendant, stating the  
date or dates on which  
and the place at which it  
is alleged that the agreement  
was made, stating whether  
the alleged agreement was  
oral or written. If written,  
identify the document or  
documents in which the  
alleged agreement was  
embodied. If oral stating  
whether the alleged agreement  
was made in the presence of  
witnesses, and if so,  
identify them.

The agreement  
between the  
Plaintiff and the  
Defendant was oral.  
It is not possible  
to state precisely 20  
the dates or  
place but the  
Defendant suggested  
to the Plaintiff  
that the two  
properties should  
be bought for her  
and paid for out  
of the profits of 30  
the business and  
the Plaintiff agreed  
thereto.  
No witnesses were  
present.

Dated this 2nd day of August, 1977

40

To: M/s. Lee & Lee, Sd: L.A.J. Smith  
Solicitors for L.A.J. SMITH  
the Plaintiff,  
Singapore

No. 12

ORDER OF COURT ON  
SUMMONS FOR DIRECTIONS

In the High  
Court of the  
Republic of  
Singapore

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

SUIT NO: 3999 of 1976

No.12  
Order of  
Court on  
Summons for  
Directions  
17th March  
1978

BETWEEN:

FOO STIE WAH (m.w.) Plaintiff

AND

NEO TAI KIM Defendant

10

ORDER OF COURT

BEFORE THE HONOURABLE THE CHIEF JUSTICE

IN CHAMBERS

UPON the application on the part of the defendant made by way of Summons-for-Directions Entered No: 1515 of 1977 coming on for hearing this day AND UPON HEARING Counsel for the Plaintiff and for the Defendant IT IS ORDERED that :-

20

1. This action be consolidated with actions in Suit No.3744 of 1976 and Suit No.637 of 1977;
2. This action to include the trial of Suit No. 637 of 1977 and to be heard by the same Judge immediately after the consolidated actions;
3. The Plaintiff within 14 days serve on the Defendant a list of documents and file an affidavit verifying such lists;
4. The Defendant within 14 days serve on the Plaintiff a list of documents and file an affidavit verifying such lists;
5. There be inspection of documents within 14 days after the service of the lists and filing of the affidavits;
6. The trial of this action be fixed for 7 days with seven (7) witnesses for the parties herein;
7. The action be set down for trial within 60 days from the date hereof.

30

In the High  
Court of the  
Republic of  
Singapore

8. The costs of this application be costs  
in the cause.

Dated this 17th day of March, 1978

No.12  
Order of  
Court on  
Summons for  
Directions  
17th March  
1978

L.S.

Sd: LOW WEE PING  
ASST. REGISTRAR

(continued)

Plaintiff's  
Evidence  
No.13  
Counsels  
opening  
speech  
5th  
November  
1979

No.13

COUNSELS OPENING  
SPEECH

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Consolidated Suits Nos: )  
3744 and 3999 of 1976 )

10

BETWEEN:

FOO STIE WAH (m.w.) Plaintiff

AND

NEO TAI KIM Defendant

5th November, 1979  
Coram: CHUA, J.

NOTES OF EVIDENCE

L.A.J. Smith for plaintiff.  
Tan Kok Quan for defendant.

20

Smith: Suit 3999 - 44 One Tree Hill and  
36 Belmont Road.  
Suit 3744 - Skillets Coffee House.  
Both actions for possession.  
Suit 3744/76 Statement of Claim.  
Defence in Suit 3744 - Counterclaim.

On documents the business and the  
properties are hers. Defendant says plaintiff  
is a nominee, he is not relying that she is a  
trustee. Defendant says all the money came  
from him.

30

In the High  
Court of the  
Republic of  
Singapore

Plaintiff's  
Evidence  
No.13  
Counsels  
opening speech  
5th November  
1979

(continued)

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Registry of Business Names - Plaintiff does not speak English at all, nor read English. Defendant speaks and reads English very well. Plaintiff writes and speaks Chinese but does not write well. She has no Chinese education. Termination - plaintiff says defendant obtained the form which bears her signature by treachery. Through her solicitors she managed to stop defendant from registering termination of business.

My learned friend has shown me a document which purports to be a declaration by plaintiff that she is a nominee; it bears her signature. We are disputing the form. Plaintiff will say she was asked by defendant to sign on three pieces of blank paper.

20

We had interlocutory proceedings - leave expired and it had to be renewed; defendant wanted lease to be in his name. Motion by plaintiff asking the defendant to hand back the business and to pay the income tax.

Overdraft - plaintiff will explain it is not necessary at all; it was suggested by defendant. She opened an account with Lee Wah Bank in her name to run the business.

We set history of this matter very clearly in that motion. In his reply defendant did not refer to any document signed by the plaintiff which he now proposes to introduce at this trial.

30

Interim arrangements made - order of 14th October 1977 (encl.21 in Court File).

Bank demanding money and defendant not paying but taking all the profits from the business. We had to do something, or bank would take action on the mortgages. We sold a property. Affidavits filed, no document mentioned by defendant that plaintiff had signed acknowledging she was a nominee. Order also by consent - 5th December, 1978 (encl.29 in Court file).

40

We paid off overdraft on the Skillets.

I tender photo copies of documents in the file of the Registry of Business Names.

Suit 3999/76 (reads Statement of Claim).  
Overdrafts have not been paid off.

Defence - Counterclaim.  
Reply & Defence to Counterclaim.  
Judgment for plaintiff - p.17 of Pleadings.

In the High Court of the Republic of Singapore

Plaintiff's Evidence No.13 Counsels opening speech 5th November 1979

(continued)

Evidence of Tan Bee Geok Examination

Defendant took all the money and has not paid off.

44 One Tree Hill - bought by plaintiff with her own money. She gave the defendant the money and he went to pay so he has all the receipts. Progress payments - six months in all to pay. Defendant says he bought it out of his own funds and that she is the nominee. Defendant collects the rents, makes her income tax returns and paid the income tax. AFTER the split plaintiff 10 spent money to make it up.

36 Belmont Road - fairly expensive house. Down payment made \$19,000 and monthly payments made from the Emerald Room Restaurant which is registered in defendant's name.

Plaintiff ran the business but defendant took the money.

Plaintiff had her own business.

Several bundles of documents - may be my learned friend and I will be able to agree on many of them.

20

Defendant does not know the precise date of opening of the Skillets. He said 1st September, 1971 but we have photo to show it was in August, 1971.

EVIDENCE OF TAN BEE GEOK

P.W.1 - Tan Bee Geok - a.s. (in English)

Xd. by Mr. Smith

Living at Block 63, No.122 F Marine Drive; executive officer, Registry of Business Names.

30

I have brought with me the file of the business known as "Skillets". I am not in charge of this particular file.

I have not personally interviewed Madam Foo (the plaintiff).

I have just made photocopy of every document in the file. I prepared this bundle from the original (Ex.P.1).

(S: Page 15 Ex. P.1).

This is a note written by the Asst. Registrar, Mr. Lee Kheng Chiang.

40

(S: Page 22 P.1).

This is a note made by the same person.  
XXd. (Nil)

Witness released.

In the High  
Court of the  
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Plaintiff's  
Evidence  
No.13  
Evidence of  
Tan Bee Geok  
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5th November  
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(continued)

No.14

EVIDENCE OF FOO TIAU WAH [sic]

P.W.2. - Foo Tiau Wah - a.s. (in Hainaese)

Xd. by Mr. Smith

10 I produce my identity card, I can't read  
it (name given in i/c is "Foo Stie Wah" i/c  
No.1086977 C); living at 21A Killiney Road,  
Singapore.

(T: Suit 637/77 cannot be consolidated  
with Suits 3999 and 3744 because in  
637/77 the plaintiff is the defendant in  
the other two suits. We can agree to  
evidence led in the consolidated actions  
be used in Suit 637/77.  
S: I agree.

Smith reads pleadings in Suit 637/77).

20 Adjourned to 2.30.

Sgd. F.A.Chua

Hearing resumed.

P.W.2 - o.h.f.a. s(in Hainanese):-

Xd. (Contd.)

At the moment I am the sub-manager cum director  
of Silver Star Restaurant & Night Club in Grange  
Road.

I married the defendant on 7th April, 1951.

No.14  
Evidence of  
Foo Tiau Wah  
[sic]  
Examination  
5th November  
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In the High Court of the Republic of Singapore

Plaintiff's Evidence  
No.14  
Foo Tiau Wah  
[sic]  
Examination  
5th November  
1979

(continued)

Before I married the defendant I earned my income as a seamstress. When he married me he was doing business in import and export, actually an employee of an import and export firm. He had no business of his own at that time. Prior to being a seamstress I assisted my father in his business; he ran a coffee shop with restaurant business selling cooked food; I was paid \$10 p.m. and sometimes more.

When we first got married the defendant give me \$100 or \$120 p.m. for the household expenses including the house rent. We lived at No.3 somewhere behind the Shangrila Hotel, I don't know the name of the road. The house rent was \$30 p.m. After the marriage I continued to be a seamstress; I did not have a regular income but I earned on average of \$40 to \$50 p.m. 10

In 1957 the defendant tendered for the University of Singapore canteen; I was to run the canteen; the tender was successful. The canteen was furnished with only tables and chairs and we had to provide the crockery, spoons and forks, saucers, plates, pots and pans. The defendant tendered in his name. I do not know who provided the utensils but when I went there they were there. I did not buy them; they were bought by relative. The initial staff was engaged by the same relative. I ran the canteen. I bought the food. The canteen ran for two years; the defendant did not take part in the running of the canteen at all. After the two years I do not know who re-tendered, but the tender was in defendant's name. I am not very sure if defendant did tender or not but I remember on one occasion he told me he intended to re-tender. The re-tender was unsuccessful. I ceased to carry on business at the canteen. 20

In 1958 the defendant tendered for the Airport Staff Canteen. It was successful. The contract was from 1958 to 1960. It was operated by me throughout. The staff was engaged by the defendant's relative. I physically paid their wages; the money came from the business. The provisions were bought on credit from the shops, but the marketing was done by me. When payments were due I paid them, from the business. During that period I worked all day; I split my time after marketing between the University Canteen and the Airport Staff canteen. When the University Canteen ceased I worked the whole day at the Airport Staff canteen. 30 40 50

The defendant during the running of the Airport Staff canteen did not take part in its

running except that he took care of the licence; he applied for the licence and dealt with matters in relation to health requirements. Once in a while he came to the Airport Staff canteen and remained there for 1 or 2 minutes; he did not inspect the premises but he warned me to keep the premises clean.

In the High Court of the Republic of Singapore

Plaintiff's Evidence

No.14

Foo Tiau Wah [sic] Examination 5th November 1979

(continued)

10

In 1960 the defendant tendered for the catering service at Paya Lebar Airport, for the VIP Room, transit lounge, passenger waiting room and the upstairs bar. In 1960 I ceased to operate the Airport Staff canteen. The tender was successful. Furniture and fitting were supplied by the Airport. The cutlery, crockery, cooking utensils, table cloths and napkins we had to supply. The cutlery and crockery were bought by my father on my behalf, bought from Chong & Co. in North Bridge Road. They were obtained on credit. The table cloths and napkins also obtained through by my father on credit. They were ultimately paid for out of the business. I ran this new contract; I did everything except that the marketing was done by my father. The defendant took no part in the running of this business; he only attended to the external affairs relating to the business, e.g. the licence, matters relating to the contract.

20

30

In 1962 a tender was put in for the downstairs snack bar; the defendant tendered; it was successful. I added the running of this snack bar to my other duties. The defendant took no part in the running of the snack bar.

40

50

All the business at the Airport ceased in 1964. In 1964 when the new wing of the Paya Lebar Airport was opened a tender was put in for the catering - restaurant services and snack bar. The tender was successful; it was made in his name. The services included VIP room transit lounge, snack bar, restaurant cum nightclub. At that time I engaged Ronnie Tan Boon Hock; he was engaged as the manager. This was the first nightclub which had a licence to remain open up to 3 a.m. and 4 a.m. on Public Holidays, not sure about Saturdays and Sundays. Ronnie stayed as manager until middle of 1966 when he left for Hawaii for further studies and I then engaged his brother Freddy Tan Boon Jway as assistant manager. This business at the new wing lasted till June 1969. I ran the entire business during those 5 years. I was on the premises every working day; the snack bar was open 24 hours a day; I worked from 6 or 7 a.m. until 3 p.m., then I had a break, about 6 or 7 p.m. I resumed work up to 3 a.m. I slept at home which-at that time was at 44 Kimlim



In the High Court of the Republic of Singapore

Plaintiff's Evidence

No.14

Foo Tiau Wah [sic] Examination 5th November 1979

(continued)

Park, also known as One Tree Hill, this is one of the houses which the defendant is claiming as his. It was bought in 1963. I paid for the house. During those 5 years the defendant took no part in the running of the business; he did not work on the premises; he just came to the premises and remained at the most one hour; on those occasions he might have some food and he also took away food in packet and he also took money from the drawer of the cashier.

10

The airport business, I first opened a bank account in 1960 with the Chartered Bank, opened in my personal name. I banked into that account some of the collections of the business. The rest of the day's collections I brought them home. The defendant wanted money, I would give it to him from the house, if he wanted a large sum; if a small sum I would get from the cashier's drawer. The wages of the staff were not paid from the bank account but from cash collected. I paid the food from the bank account. In 1965 I opened an account with the OCBC for the business in my name.

20

(Smith tenders a bundle marked J - Statement of Accounts from Chartered Bank. Tan has no objection. Bundle J put in.)

(Smith tenders a bundle marked K - Statement of Accounts OCBC. Tan has no objection. Bundle J put in).

30

Adjourned to 10.45.

Sgd. F.A.Chua

6th November 1979

Tuesday, 6th November 1979

Cons. Suits 3999 & 3744/76 (Contd.)

Hearing resumed.

P.W.2 - Foo Tiau Wah - o.h.f.a. s (in Hainanese):

Xd. (Contd.)

(S: Bundle K).

Those statements related to the restaurant at the Airport.

40

(S: Page 1 your address given as "44 One Tree Hill").

Yes.

(S: Later on at page 126 only your name appears, no address; at p.158 "c/o Airport Restaurant", p.170 no address; p.194 "Airport Restaurant", p.198 "One Tree Hill"; p.227 "44 One Tree Hill, c/o Airport Rest.", p.247, "44 One Tree Hill").

In the High Court of the Republic of Singapore

10 I can't explain for the differences in the address; may be it was due to change of staff in the bank; moreover I don't read English. But I am certain that account is the Airport Restaurant account.

Plaintiff's Evidence  
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Foo Tiau Wah  
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The defendant was aware of these two bank accounts.

(continued)

20 While at the Airport I did a side-line business; I sold postcards and changed foreign money. I started this side-line business in 1960. I did that business up to 1964 when I moved to the new wing. At the new wing I did side-line business - selling sweets and nuts, biscuits and titbits, at nightclub I sold ties. Between 1960 and 1964 I can't tell exactly the sum I earned from the side-line business but on the average I earned \$2000 p.m. profit. In the new wing I earned an average of \$1000 to \$2000 p.m.

30 I got the postcards on consignment and I paid only after I made the sales. I page 6 cents a postcard and I sold at 1 shilling each and sometimes a tourist might pay me US \$1 for 3 postcards; in most cases I charged 30 cents a postcard.

The neckties - I bought them on consignment at 50 cents per tie and I sold them at \$1 each.

I sold novelties at the nightclub, that was good business also.

The defendant knew about all this.

40 There was no agreement between defendant and I about sharing the profits from the restaurant business. The money that was made from this business, we used it for household expenses and the rest I kept and occasionally the defendant would ask me for money; if the sum asked was small I would get it from the cashier, if large he would telephone me and give me notice and I would get it ready. It was family money. Whatever money he wanted I gave him and whatever I needed I took.

The money from the sideline business was mine.

In the High Court of the Republic of Singapore

Plaintiff's Evidence

No.14

Foo Tiau Wah [sic] Examination 6th November 1979

(continued)

The airport business terminated in June 1969. The turnover of the airport business between 1964 and 1969 was \$60,000 to \$70,000 per month and the gross profit about \$8,000 p.m. and sometimes \$10,000; around Christmas time gross profits would be over \$20,000 for the month.

Between 1960 - 1964 the monthly turnover and profits I can't remember. The business was not bad, wages were low, rents were low. Profit was good, more or less same profits as when we were in the new wing.

10

In July or August 1969 I asked Ronnie and Freddy Tan to have dinner with me at the Golden Star Restaurant which was being run by the defendant at the Shamrock Hotel; I don't think it was in June. It was after the airport restaurant ceased to do business. The Defendant was not present at the dinner. Ronnie Tan had just come back from Hawaii. Ronnie had been my manager and Freddy took his place. A suggestion was made of a new business - a restaurant and night club at the Shamrock Hotel. The Golden Star Restaurant was doing no business at all, very bad, sometimes not even one table of ten. The night we had the dinner there were not more than 15 people there including 3 of us. I made the suggestion. Later I told defendant of my suggestion.

20

There was a meeting with Ronnie Tan and Freddy Tan at the Shamrock, at the Golden Star Restaurant. The defendant was present. I discussed with Ronnie about this business of night club and restaurant. We discussed the necessary arrangement. This meeting took place in the afternoon, 3 or 4 p.m. Later on a designer came, some other day. He estimated the cost of renovation; he designed together with Ronnie and drawings were submitted. Then we discussed and Ronnie said it would require \$80,000 to fit it all up. The defendant agreed to all this.

30

40

After the close of the airport business I had some savings and defendant also had savings from the monies he received from me from time to time.

I ultimately went on with this plan. The Golden Star Restaurant was renovated and re-named Emerald Room and the night club had another name, I can't recall the name even in Chinese. Ronnie Tan thought of the nightclub's name; Ronnie thought of the name Emerald Room. (Court: Is it

50

"Shindig"?) Yes it was. During the day and early part of the evening it was a restaurant and latter part the night-club.

In the High Court of the Republic of Singapore

The opening of the Emerald Room was on 22nd October 1969 and the Shindig the same day.

Plaintiff's Evidence

No.14

Foo Tiau Wah [sic] Examination 6th November 1979

10

(S: Bundle F p.1029 - photostat of a page from the Eastern Sun of Oct.22, 1969. (T: No objection.) Page 1041 photostat copy of page from Nanyang Siang Pau of 22nd Oct.1969 and the translation at p.1030; p.1048 Sin Chew Jit Poh and translation p.1042; p.1058 translation at 1049, 1054, 1055. Smith reads from p.1052 "Both the....."; p.1063 and translation at 1059 and 1062).

(continued)

(S: Look at p.1063 at the photo).

20

I was the one standing at the extreme left and the defendant 3rd from the right, next to the person cutting the ribbon. My photo appears in 1029 and 1041 at the extreme right; Freddy is the one with the spectacles.

30

After the Emerald Room was opened I worked there everyday; I ran the entire business of the Emerald Room and the Shindig; the defendant did not take an active part in the running of the business; he would come occasionally either alone or with his friends. The collections were either in cash or cheque; I would take the cash home and the cheques would be banked the next day, banked into the account opened by the defendant with Chung Khiaw Bank. I do know if he opened this account for this business.

40

This account with the Chung Khiaw Bank, I do not know when the defendant opened this account but he had this account when he had the business at Shamrock, hotel and restaurant. The Shamrock business was started in 1952 and defendant was a partner; in 1962 he became sole proprietor.

50

To Court: When the Emerald Room business started the hotel business there was running and that business was owned. In 1952 there were 10 partners, my father was one of them, defendant was one of them. When Emerald Room was opened the hotel business was in existence but no hotel business was carried on.

To Court: I do not know in whose name was the licence of Emerald Room issued. When it started the Emerald Room belonged to the defendant.

In the High  
Court of the  
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Singapore

The Emerald Room business I don't know if  
he got it registered in his name. There was  
no arrangement made as to the sharing of the  
profits.

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(S: Bundle G - record of the monies which  
the defendant got from the plaintiff, not  
a complete record, the best that we could  
do, some documents lost - from 1970 to 1974.  
We have the originals).

During the years 1970 - 1974 there were 10  
payments made to the defendant from the business  
of Emerald Room. I kept records of cash payments  
to him and they were paid mostly at home. I also  
kept records of payments to others, sometimes  
I did not keep record of small payments of \$20  
or so to employees.

(continued)

I bought 3 houses; 2 Grove Lane in 1970;  
36 Belmont Road in 1971; 17 Jalan Mariam in 1972.  
I have made chits of payments for the houses  
out of the Emerald Room funds. 20

I have produced all the documents that I  
have to my solicitors to enable them to prepare  
the Bundle G.

(Adjourned to 2.30)

Sgd. F.A.Chua

Hearing resumed.

(Smith hands up the originals of the  
documents - Bundle G - marked Bundle "GO").

P.W.2. - o.h.f.a. s (in Hainanese):-

Xd. Contd. 30

(S: Bundle G page 1172 - summary of  
drawings for 1971; p.1146 summary of  
drawings for 1972; p.1083 summary for 1973;  
p.1065 summary for 1974).

(S: In 1148 there are 4 slips of paper).

The top one for \$1000 - I am not able to  
say who wrote out the chit but the signature  
is the signature of the defendant; the chit was  
prepared by one of the 5 cashiers. The  
defendant's initial is below "\$1000". The two 40  
brown chits below are from the adding machine,  
the date in pencil and the other one in ink  
written by me; I printed these 2 chits with the  
adding machine which was kept at home. The sum

on the left brown chit was for \$500 and the one on the left was for \$300; these two sums were handed by me to the defendant at home, No.19 Jalan Mariam. At the bottom chit for \$300, made out by the cashier.

(S: Page 1149).

10 The chit for \$200 - defendant's signature appears on it. The chit for \$100 made by cashier. Brown chits for \$400 and \$200 - both prepared by the cashier, I don't know where the paper came from. Chit for \$250 - made by the cashier "Mr. Leong", is the defendant. Chit for \$200 made by the cashier. The cashier made these notes as he received the cash and when defendant wanted money he prepared those chits. The cashier had told me that the defendant had taken some money and I instructed the cashier that whenever the defendant took money a chit should be prepared. There were 20 5 cashiers - 3 females and 2 males and I gave them all similar instructions.

On the very same day the cashier would hand over to me the chit or chits and I would bring them home.

To Court: In 1972 my relationship with the defendant was good.

30 When the defendant came for money he would approach the cashier who would prepare the chit and ask the defendant to sign and sometimes the defendant did not sign.

(S: p.1161, GO marked 1161).

I can identify the defendant's signature on the chits, the ones for \$500, for \$5000, for \$3000 and \$4000. The chit at top left corner for \$600 - I can only read the Chinese characters "Mr. Leong....." (S: There is a translation at p.1162. The chit at bottom right hand corner for \$700 - I can read "Mr. Leong". Some of the cashiers are educated in Chinese and some in English.

40 (S: p.1163, GO marked 1163 - variation from the others).

The chit for \$400 - I wrote the two Chinese characters "Leong" and "Drawn". (S: translation at p.1164.) Chit for \$50 - the Chinese characters in pencil written by me; the other I did not write and I do not know what it says; the cashier wrote the date 20/6/72 and also 19/6/72 in chit for \$400. Brown chit for \$10,000.00 - was printed by me and

In the High Court of the Republic of Singapore

Plaintiff's Evidence

No.14

Foo Tiau Wah [sic] Examination 6th November 1979

(continued)

In the High  
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Plaintiff's  
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No.14  
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(continued)

the date written by me; this big sum of money was paid to defendant at home; on very day I gave him the money I prepared this chit and kept it in a drawer of my dressing table; no money kept in the drawer. The money was kept in a drawer of a wardrobe. In the drawer of the dressing table I kept a few pieces of jewellery and all the chits I prepared and those handed to me by the cashiers; the chits were clipped, systematically clipped; the printed chits all the monies paid at home. The chits were pasted on pieces of paper as they appear in GO by my son. After the defendant and I parted I took all the chits out of the drawer and put them in this "XO" box (Ex.P2) and took them away from No.19, the house near Great World Amusement Park (Jana Mutiara). In 1972 I was living at No.19 the house near the Great World Amusement Park. I did not take the adding machine with me.

10

20

I am in fact the Deputy Managing Director of the Silver Star. I produce my card (Ex.P.3).

(S: p.1163).

The chit for \$200 dated 21/6/72 - the Chinese character "Leong" written by me; the word in English by the cashier, also the date.

I don't read English at all.

The defendant has a younger brother also working at the Emerald Room and in order to make sure if the money was taken by the defendant or his brother so I wrote the character "Leong" to indicate the money was taken by my husband.

30

Chit for \$300 - Chinese character in pencil, written by me, I wrote "Leong". (S: Translation at p.1165). Chit for \$200 dated 29/6/72 - Chinese character by me, rest by cashier. The defendant's younger brother's name is "Leo Dai Koon", he is also known as "Mr. Leong". The younger brother did not draw any money. The two brown chits - the one on the left 33,000 is the total of the three sums, I made the pencil note of the dates; the date 14/7/72 not written on the same day that he took the money; on the 14/7/72 he took 2 sums \$11,000 and \$10,000; on 26/7/72 he took another \$12,000 and I wrote out the two dates on the 26th.

40

(S: p.1167 - GO marked 1167).

The 2 machine printed chits - "6/5/72" written by me, "25/5/72 and 7,000, 19,000" written by me. On 6/5/72 defendant took away

10 \$12,000 and printed it; on 25/5/72 he again took away \$7,000 and instead of printing the amount I wrote it. The date 5/6/72 written by me, sum of \$16,000 taken by defendant on that date. The written chits - prepared by the cashier; the Chinese character indicating the name written by me. I can't explain why the cashier wrote one Chinese character and the rest in English. The chit of 15/5/72 - no Chinese character on it; all the Chinese written by me. Was written at home and sometimes when I was tired I would not write the Chinese character.

In the High Court of the Republic of Singapore

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Foo Tiau Wah [sic]  
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The chits in the bundle were all chits for money taken by the defendant.

(continued)

The collection of the business, part of it banked and the balance would be taken home by me. The defendant was the only person who would approach the cashier and take away money.

20 (S: p.1149 chit of 6/12/72 "Mrs. Neo").

This refers to me and there are Chinese characters "vehicle" and No. "36" written by me. I took the money to give to the driver of car 36 to buy petrol.

(Adjourned to 10.30 tomorrow).

Sgd.F.A.Chua

7th November, 1979

7th November 1979

Cons. Suits 3999/76 and 3744/76 (Contd.)

30 Hearing resumed.

P.W.2 - o.h.f.a. s (in Hainanese) :-

Xd. (Contd.)

Car 36 belongs to the defendant, I don't know its make. The full No. is 36, I don't know its prefix.

(S: p.1161 - the large sums \$5000, \$3000 and \$4000).

40 If the defendant wanted a large sum of money he would telephone me before I went to the restaurant and I would get ready the amount of money he asked for and bring it to the restaurant and hand it to the cashier for deft. to go there and collect it.



In the High Court of the Republic of Singapore

Plaintiff's Evidence

No.14

Foo Tiau Wah [sic] Examination 7th November 1979

(continued)

These 3 sums of money were paid through the cashier in the circumstances I have described.

To Court: Yes I got the money from the house. He only came back to the house once or twice a week during that period.

I had all these chits made to know the amount of money taken by the defendant. I was in charge of the money of the business and if I did not keep a record of the money taken by him it would be difficult to explain to him the total amount of the collections for the month of the business. The defendant did make enquiries why "such a small collection". I did show to him the chits printed by me and told him that he had taken so much money as shown in the chits. He just laughed and said "it is a matter between brothers", he referred to me as a brother instead of a wife. The chits prepared by the cashier were not shown to him as he had seen them; I believe he knew I had the chits prepared by the cashier, he knew I kept the chits prepared by the cashier. 10 20

I took all the chits away from Jalan Mutiara. We had a quarrel in 1974, so I put all the chits into the X.O. box for safety sake; I was afraid I would lose them. I had to take away all the chits because we had quarrelled and he might ask me what had happened to the money of the business.

(S: Bundle I - money banked in from the business - original marked IO. 30  
1227 summary for 1974.  
1258 " " 1973.  
1318 " " 1972.  
1383 " " 1971.  
1478 " " 1970).

These are chits representing monies banked in from the Emerald Room for 1970 - 1974. All these chits were in my possession. During the marriage until it broke down I kept them in a drawer of the dressing table at 19 Jalan Mutiara. I kept them in an orderly fashion, clipped and bound with rubber band. When the marriage broke down I put them in the same XO box and took them away. I did that in case defendant should ask me how much money I had banked. During the period of our marriage the defendant was aware of these chits. On one occasion he saw these chits and asked me what they were and I told him. Some of the machine printed chits were printed by me some were not, for example 40 50

at p.1231 all the chits except the two in darker ink were printed by me.

(S: p. 1231).

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10 The two in darker ink were printed by an employee in charge of the banking; we had two such employees; the two printed by one employee. We had two adding machines at the restaurant, one at the store and the other with the cashier. I can't say exactly at what place the chits were printed, all I can say is that they were printed at the Emerald Room Restaurant. First of all the chits were printed and then the money was banked, after banking the employee would hand the chit to me and I would ask to which bank it was banked and he would hand the chit to me after writing in the A/c. No. and the date. Even with the A/c. No. I did not know into which bank the money was deposited.

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(continued)

20 The other chits I made. First of all I printed the chits, some printed at home and some with machine used by the cashier, no other place. Before I asked one of the employees to bank the money or cheque I would hand to him the chit. After he had banked the money or cheque he would return the chit to me with the date and account number written on it. I can't tell which was done by me at home and which at the restaurant. Usually I left home for the restaurant at about 8 or 9 a.m.; and before I left I had the chits printed. After the close of the business I would take home the cheques and cash. The following day I added the amount of the cheques printed. The cashier when he handed the cheques and cash would give me a chit showing the amount of the cash and cheques. I printed the chits at home in respect of the cheques to be paid in. If I had the chits printed at home I would report them at the restaurant.

30  
40 I printed six chits at p.1231; they were cheques paid in, no cash. If I am told that the Restaurant was short of money I would take cash from the house and have it banked and I would prepare a chit for it; if the amount of cash was large I would print the chit at home and hand it together with the cash to the employee who would bank the cash. If I lost this chit I would print another at the restaurant.

50 The chit of 15/1/74 - I can read the date and the numerals; all the amounts are cheques. I never banked in small sums of cash. When I banked in large sums of cash I would write in "cash" in Chinese against the amount.

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(continued)

The chit of 26/1/74 - these two amounts  
also were cheques, the total of the 2 cheques  
was \$269.80. I could tell they were cheques  
because the amounts were not in round figures.  
I took home all the collections, cheques and  
cash. I kept the cash at home and I banked  
the cheques.

(S: p. 1232)

Chit of 7/2/74 - The employee wrote the  
Chinese characters - the ones at the top read  
"Asia Bank" and the other I can't read. 10  
(S: translation says "cheque").

Chit of 4/2/74 - I can read the Chinese  
character - Chung Khiaw Bank. I can't remember  
who made out this chit.

(S: p.1235).

Chit of 11/2/74 - I can read all the  
Chinese characters except one. I can read  
"Asia" and "Cash". I guess the other is "Cheque".  
The employee wrote "Cash". The total figure is 20  
17,816.80.

Chit 26/2/74 - I can read the top "Asia",  
I believe the other is "Cheque", I can read  
"Cash".

(S; p.1240).

Chit of 12/3/74 - I can read the top  
Chinese characters "Chung Khiaw Bank"; I can  
read "Cash", it is \$8,000.00. All the 5 chits  
not printed by me.

(S: p. 1243).

30

Chit 26/3/74 - I can read the characters  
at the top "Asia Commercial Bank". I can read  
"cash" the other "Cheque". None of the chits  
in 1243 made by me.

(S: p.1264).

Chit 22/1/73 - (S: No writing).

I made it. I wrote the date 22/1/73.

Chit 26/1/73 - the employee made it. I  
can read the last 2 characters, this reads "Bank";  
"Mr. Neo" written by employee, I don't know why. 40

Chit 30/1/73 - I can read the last 5

characters ".....cheques put into the bank".

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Chit 28/1/73 - I made this chit, the date was written by me.

(S: 1267).

These 3 chits were printed by me and I wrote in the dates. (S: They have no account numbers). I printed them and handed them to the employee. They were all for cheques.

(S: 1268).

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10 I made 3 chits, dated 8/2/73, 11/2/73 and 13/2/73; I wrote the dates. I did not write "10/2/73".

(continued)

Chit 13/2/73 - I wrote the Chinese character "Cash"; not sure if both the sums were cash, the sum of \$10,000 was in cash.

Chit 10/2/73 - I can read all the characters except bank "put in bank" (Inter: Means "Cheques taken and put into bank".)

20 (S: In Bundle I there are som chits not machine printed, they are written chits, e.g. p.1353, 6 written chits.)

These chits were not made by me, all of them made by the cashier.

Chit for \$350 - I can read the characters except the first word of the 3rd line "Mr. Neo", "Advance \$350", ".....Bank".

Chit for \$850 - similarly I can read all except one character.

30 "Mr. Neo" refers to the defendant, "Mr.Leong" refers to the defendant.

When the account of the Restaurant with the bank was low then the defendant would get some money from the cashier and the cashier would prepare the chit to the effect that so much money was advanced to "Mr. Neo" to be banked. Who personally banked it, defendant or other person, I can't say. This sort of thing would happen in the afternoon.

40 (Interp: The character can read "Mr. Neo" or "Mr. Leong").

Sometimes I might not bring home the cash collected for the day and it would be kept by the cashier in the store. This happened if I leave the

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(continued)

restaurant early before closing time. When the defendant wanted money from the cashier he would give it to the defendant.

I can't say if these sums were banked on the same day or not.

(S: Not many written chits - p.1353 - there are six chits all dated 4/8/72).

It is so long ago I can't explain.

(Adjourned to 2.30).

Sgd. F.A.Chua

10

Hearing resumed.

P.W.2. - o.h.f.a. s(in Hainanese):-

Xd. (Contd.)

(S: p. 1355 - three handwritten chits).

I can read all the Chinese characters there - "Mr. Neo", "Banked" and "Advanced". These chits were made by the cashier.

(S: p. 1366 - 6 printed chits).

Five of them made by me; the 6th chit 19/9/72 not made by me.

20

Chit 29/9/72 - The Chinese characters refer to the sum of \$5,000 cash.

(S: p. 1368 - 6 printed chits).

The top three and the one on extreme right below were made out by me; I wrote the dates.

Chits 2/10/72, 7/10/72 and 11/10/72 - the character "cash" refers to \$8,000, \$10,000 and \$4,000.

(S: A/c. No. not put on these 4 chits).

Because they were prepared by me and because I did not know to which account the money was banked so I did not write the account number.

30

I myself did not write the account number on the printed chits made by me; the account number was written by the employee who did not write the account number in every case.

(S: p. 1364).

Three of the chits prepared by me -  
6/9/72, 6/9/72, 15/9/72.

Chit 4/9/72 - made by employee; no  
account number on it.

(S: p. 1438).

4 of them done by me; the 2 on brown  
paper not done by me. Done by me 16/7/71, 20/7;  
26/7; 27/7.

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10 Chit 23/7 - prepared by the employee. The (continued)  
characters "cheque" and "cash", I do not know  
about the figure "4240".

Chit for \$6113.75 - No date, no account  
number, made by employee.

If I printed chit was made by me I don't put  
in the date if I was in a hurry.

Bundle IO is not a full record of the monies  
banked in, sometimes the chits prepared by me  
were not returned to me by the employee.

20 At the end of the day the cashier would wrap  
cash and cheques with a piece of newspaper or  
a napkin; the parcel was handed to me and I took  
it home. At home if I was tired I would not print  
the amount of the cheques, I would do so the  
following day. I put the cheques in the drawer of  
the dressing table. The next day when I went to  
the restaurant I would take the cheques along and  
then I would ask the employee to bank the cheques  
and sometimes I asked him to bank cash as well  
30 which I brought from home. If cash was to be banked  
I would include in the chit with the cheques. When  
I made the chit in the night after getting home  
I would keep that chit in the drawer and I would  
not take it to the restaurant the following day  
with the cheques but I would make another chit in  
respect of the same cheques and other cheques which  
were not handed to me the previous night. If the  
two chits were identical, one would be destroyed.  
40 In Bundle IO I don't think there are two identical  
chits. The cashier seldom prepared printed chits  
for cheques to be banked; they were prepared by an  
employee who was not the cashier. The employee who  
prepared the printed chits were George Tan and  
Neo Tai Hock. Most of the printed chits were done  
by Neo Tai Hock. As I have said I might print a  
chit at home; if I did not bring it to the  
restaurant then one of the employees would make out  
one and after the banking he would hand the chit

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(continued)

over to me and subsequently I would compare this chit with the chit I took at home; if they were identical I would destroy one, the one at home printed by me. Say I took home 5 cheques and the following day it was found there was another cheque in the restaurant, then the employee would prepare a chit for 6 cheques. I would bring the chit for 6 cheques home and compare it with the chit at home and I would destroy the chit for 5 cheques when I took it home. 10

The chits made by me some were made in the house and the others at the restaurant. When I made the chit in the restaurant nobody else would make a chit for the same cheque or money.

Sometimes if I were in a hurry after the printing I might not tear off the chit from the machine.

If I bring the chit with the cheque or money to the restaurant to be banked I would not print another chit at the restaurant nor would my employee unless my chit was not correct, and unless there was additional cheque or cheques to be put in. 20

As far as I know there is no duplication in the chits in Bundle IO, not likely.

(S: Payment of customers' bills).

They paid by credit card, cash or cheque.

The defendant was the tenant of the building. He set up an office in the building near the store. Sometimes he came to the office everyday and sometimes not. He took no part in the running of the Emerald Room. 30

The takings of the Emerald Room were more than the sums shown in Bundles GO and IO. I paid household expenses out of the Emerald Room takings.

- Adjourned to 10.30 tomorrow -

Sgd. F.A.Chua.

8th November 1979

Thursday, 8th November, 1979

40

Cons. Suits 3999/76 & 3744/76  
(Contd.)

P.W.2 - o.h.f.a. s(in Hainanese):-

(S: The Coffee House).

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10 The business of Emerald Room became good  
not long after its inception and many customers  
asked me if I had intention of doing other  
business because they know that the business of  
Emerald Room operated by me was good - good  
service, good food. I told them I wished to  
run a coffee house. That was at the beginning  
of 1970. I raised the matter with the  
defendant. He told me that I was experienced  
in this line of business and he agreed that  
I should run a coffee house; he also asked me  
the size and space needed for such a coffee  
house; I told him it depended on its locality.

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(continued)

20 At that time the Supreme House building  
was under construction; as a matter of fact  
the foundation was being laid. A friend of  
the defendant asked him whether a place in the  
Supreme House would be a good one for running  
a coffee house. Then the defendant discussed  
with me and asked me whether that was a good  
place; I told him it would depend on the size  
of the space and I also told him the business  
would depend on the one operating it.

30 As a result of that the defendant went to  
negotiate for the place. He said since we had  
operated a restaurant it was advisable to run a  
coffee house under my name; I also told him we  
were getting old and the business of the coffee  
house might be run by our children when they grew  
up. The defendant came back and discussed with  
me about the booking fee; I asked him how much he  
needed; he told me to give him as much as I could;  
he just said to let him have as much as I had, no  
figures mentioned. He told me that he had paid  
more than \$30,000 for the booking fee. He did not  
at that time show me any receipt for the booking  
fee. I did not ask him to show me the receipt.

40 The defendant then negotiated a lease and a  
lease was issued; it was issued to me. I signed  
a document, not sure of date but it was either  
towards end of 1970 or beginning of 1971; the  
business started in 1971.

(S: Bundle C p. 467; we do not have the  
first lease, my learned friend says his  
client will check it; p.467 is a renewal  
lease.)

I signed this document, my signature here  
(at p.488). (T: This document not in dispute).

50 I don't know when the first lease was to  
take effect.



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(continued)

A deposit for rent was paid by the defendant, when I do not know, three months rent.

The place had to be fitted up and furnished, the cost was over \$200,000, the cost was estimated at \$200,000 by both of us.

The place was designed by Ronnie Tan. The name "Skillets" was thought of by Ronnie Tan who also designed the crockery and also arranged for the supply of the crockery, utensils etc. The defendant took the money from me and he paid for the crockery, utensils, furniture and fitting. We paid for the furniture by instalments, also the crockery. I got the money from the business of Emerald Room and from my safe deposit box, the money from the safety box was my savings from the Airport business and also from the business of Emerald Room. 10

Skillets was opened on 1st September, 1971 officially but we commenced business on 29th August for friends and old customers, we invited them. I can't remember what happened on 31st August. On 1st September we opened for general business. At that time two businesses running - Emerald Room and Skillets and I worked in both. 20

I did not keep any record of the money banked from Skillets but one Michael Tong did.

At the beginning of the business the staff was engaged by Ronnie Tan, some recommended by my friends and some defendant's friends; Ronnie Tan assisted me in engaging the staff; it was Ronnie Tan who trained the staff. 30

The defendant came and supervised the work of arranging and fitting the place which was done by Ronnie Tan.

I opened a bank account under my name for Skillets with the Lee Wah Bank, Penang Road Branch.

Subsequently I entered into a mortgage arrangement with Asia Commercial Bank, facilities for Skillets. 40

(S: Bank statement of Lee Wah Bank starts at p.400 of Bundle C).

It was the defendant who mortgaged the two houses with the Asia Commercial Bank, the

purpose was so that there would be no query by the friends how we had got money to set up another business, friends and the Income Tax authorities. It was the defendant who suggested the mortgage. The two houses are in my name, fully paid for.

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The Skillets was a very successful business.

10 The defendant came and collected money from me at the Skillets.

(S: Bundle H - documents on cash given to deft. Original put in Bundle HO. Summary for 1974 p. 1197, for 1973 p.1201, for 1922 (sic) p.1216, for 1971 p.1222).

(continued)

(S: p. 1198).

I can recognise defendant's signature on two chits - \$3000 and \$2000. The chit "Leong" - refers to defendant.

(S: p. 1199).

20 The signature on chit for \$3000 that of deft.; the other chit signed by Michael Tong. "Mr.Leong" on every chit refers to the defendant, no one else.

(S: p. 1205).

I made the machine printed chit; I wrote the Chinese characters and I wrote the date.

(S: p. 1207).

30 Chit for \$6000 - The signature at the bottom is that of Neo Tai Hock, a relative of defendant. In Hainanese the last character of Neo's name is "Foo".

(S: p. 1212).

Machine printed chit was made by me. I wrote the Chinese character.

Middle chit - signatures of defendant.

Chit for \$10,000 - signed by Neo Tai Hock; I do not know who wrote the chit.

40 Bundle HO not a complete record, some chits might be missing. Most of the machine printed chits were made by me at the Skillets. Michael Tong and cashiers also printed chits at the Skillets; whenever the defendant took money from me. I machine

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(continued)

printed the chits. I rarely made any chit at home relating to Skillets money.

(S: p. 1223).

All the 4 printed chits made by me.

Chit 7/10/71 is for \$75,000, all the Chinese characters were done by me; the top reads "Good Bar", I mean "Snack Bar". The one at bottom "Drawn by Leong". (Interp: "Drawn" is more correct then "advanced").

All these sums drawn by defendant in cash. 10

The Skillets business did not need an overdraft.

To Court: The mortgage was after the opening of the business, in October 1971, business commenced in September (S: Mortgage dated 28/12/71).

(S: p. 1218).

Chit 3/1/72 for \$40,000 - I made the chit and money given to defendant.

Chit 28/2/72 \$36,000 - made by me, defendant got the money. 20

Chit 23/3/72 \$20,000 - made by me; defendant got the money.

From date of opening to 23/3/72 I was also paying out of the business all the wages of the staff and all the food bills and so on. There was still money left at end of month, sometimes no money left.

I certainly took out money from the business for my food, clothing and other expenses, it was my business. 30

(S: Houses mortgaged were 42 Mt.Sinai Avenue and 56 Mt. Sinai Drive).

They were bought several years before, both in 1965.

Skillets went on alright until 1974 when defendant and I had a quarrel. From the beginning up to time I left the matrimonial home the keys of Skillets were in my possession. The defendant did not have any duplicate keys. I worked at the Skillets from 1st September, 40

1971 till 26th May, 1974, every day. I also worked at the Emerald Room during the same period. In the morning between 6 and 8 I went to the Skillets until 10 a.m. when I left for Emerald Room and I stayed there until 3 p.m. and I returned to the Skillets until 6 p.m. and then went home. I rested; at 7 p.m. I went to the Emerald Room, when there was the night club I worked till the close of the nightclub at 3 a.m. and if there was transport I would go back to the Skillets for a while. When the nightclub closed down I used to go to Skillets at 11 p.m. and I might stay there for 1 or 2 hours or longer.

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(continued)

The defendant did not take part in the running of the business except to external matters such as renewing the licence. I attended to internal matters while he the external matters; occasionally he came to the Skillets for one or 2 hours.

Adjourned to 2.30.

Sgd. F.A.Chua

Hearing resumed.

P.W.2 - o.h.f.a. s(in Hainanese):-

Xd. (Contd.)

(S: Bundle C p. 400).

(T: Not objecting to the Bank Statements).

I opened the account with the Lee Wah Bank on 3/11/71, Penang Road Branch. I deposited \$4000 to open the account. I operated the account for slightly more than one year. I was the only signatory. The account was opened for the deposit of collections from the Skillets, money not deposited into the account every day. The monies given to the defendant were in cash and not from this account. Sometimes when we bought goods we did not pay in cash, we paid by cheque. We would give a postdated cheque in settlement of a bill and we would put in money into the Bank to meet the cheque. I wish to make a correct. I did not issue postdated cheques; whenever a cheque was issued money would be banked the following day to meet payment of the cheque.

I had a number of cheque books for the bank. This is one of them (Ex.P4); it is the last cheque book; altogether I received 4 books; the books were kept in the safe. Before I left after the breakup the three cheque books had been used

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(continued)

up and the stubbs were left in the safe. Before I left Ex.P4 was with Michael Tong and I took it from him.

Michael Tong was the chief cashier.

The defendant knew I had this account and the cheque books.

In April 1974 there was an incident between me and the defendant at No.19 Jalan Mutiara where I lived. We had a quarrel, over money. He questioned me if I had given money to my relatives. He asked me not to go to the Emerald Room otherwise he would put me to shame; if I ever went to Emerald Room he would assault me. He slapped me. I did not leave the house. 10

In May 1974, one day, when I was about to leave the house, the defendant snatched away the handbag I was carrying; he opened it and took away 3 keys from it and another 2 keys. The 3 keys were to the safe kept at Skilllets and the two keys to the wardrobe at home. He took away all the 5 keys. From the handbag he also took away my diary and some foreign currency notes. Then with the key he locked the wardrobe and asked me not to use my clothings kept in it. While snatching my bag he told me he would put me to shame if I went to the Skilllets; he also slapped me. On that day when I was about to leave the house he came home and he asked me where I was going; I said "out", then he snatched my bag and we had a quarrel. That was at 3 or 4 p.m. 20 30

Between the incidents of April and May I did not go to the Emerald Room but I went to the Skilllets; after 26th May I stopped going to the Skilllets.

I left the house after the May incident and I went to live at 56 Mt.Sinai.

In 1973 I also had matrimonial trouble with the defendant, over our eldest daughter; we have 2 daughters and 3 sons. That was in relation to someone our daughter was interested in marrying. Defendant did not like the idea. 40

At first no legal proceedings were commenced. That was because I was afraid I would lose face and also for the sake of the children, some of whom were then very young. Another reason was because we were doing business together and if I were to take action both of us would be embarrassed. 50

The Income Tax Returns for the Skillets were filled by someone under the direction of the defendant.

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(S: Bundle C p.447 - Statement of partnership income attached to the tax returns at p.436).

(T: I am not challenging this).

I signed the Returns.

(S: p.448 - Schedule of Vehicles).

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10

Three Vehicles in the schedule - Fiat and BMW registered in my name; I can't remember in whose name the Austin was registered.

(continued)

The BMW was bought on hire purchase for the family's use. Since I left the defendant kept it at the Emerald Room.

The Fiat I have sold it.

(S: There had been Returns made of your income from 1966 onwards).

20

Yes. The Returns were prepared by one Foo Boon Leong instructed by the defendant. I knew that the houses in my name were put down in the Returns.

(Tan to Court: I accept that the six houses in the name of the plaintiff were in the Returns but I do not admit that the deft. gave instructions for them to be in the Returns. I concede that the defendant knew these houses were in the Returns).

30

The first house bought was 44 One Tree Hill, bought in 1963. The two houses at Mt.Sinai were bought on the same day in 1965, 30th June. 2 Grove Lane was bought in 1970 (S: 13th July). 36 Belmont Road bought in 1971. 19 Jalan Mariam was in 1972.

It is my evidence that the defendant knew everything in the income tax returns.

When I bought 44 One Tree Hill I lived in it and so did the defendant and other members of the family.

40

The two houses at Mt.Sinai were bought for letting out but we could not get good rent and we left them vacant. After I quarrelled with defendant I did not decide to sell 42 Mt.Sinai Av. but eventually I sold it. I went to live at 56 Mt.Sinai Drive. These two houses had never been rented out.

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(continued)

No.42 Mt. Sinai Av. was mortgaged for overdraft facilities for the Skillets. Because the interest payable was not paid and it kept on increasing I wrote a letter to the Asia Commercial Bank asking them to demand the payment of the interest for Skillets. There was no reply to my letter and I went to make enquiries personally. It was suggested I had better pay the interest and I said I had no money as I had stopped running the business. Then again I wrote to the bank and asked them to stop the overdraft. I was afraid if interest was not paid then the house might be seized. Then I again went to the Bank and asked if the property could be sold. I was told it could as it was in my name. I took steps to sell the house but eventually I did not sell because the defendant put a stop to it. This house is still under my name.

10

Adjourned to 10.30 tomorrow.

20

Sgd. F.A.Chua

9th November  
1979

9th November, 1979

Cons. Suits 3999/76 and 3744/76

(Contd.)

Hearing resumed.

P.W.2 - o.h.f.a. s(in Hainanese):-  
Xd. (Contd.)

(S: 42 Mt. Sinai Avenue).

I remember signing an agreement to sell this property. After it was signed the purchaser agreed to move into the house and moved in. The defendant filed a caveat. The purchaser refused to move out of the house. Subsequently I went to Court to get an order to complete the sale of the house and the purchase was completed. The purchase money was paid to the bank. Yesterday I thought since there was a caveat the house was not sold.

30

(S: The documents relating to overdraft and sale of No.42 in Bundle A.

T: No objection to the documents).

40

Before the bank was pressing I had no intention of selling this house.

(S: Contract of sale at p.70 of Bundle A Agreement dated 17th March, 1977).

Yes.

At the same time in March 1977 I sought a purchaser for 56 Mt. Sinai Drive.

(S: Documents relating to that house in Bundle B.)

I got a buyer and a contract was signed.

(T: No objection to the documents).

10 Defendant also filed a caveat after I sold the property. The purchaser moved into possession, he carried out renovations. After the defendant filed the caveat, I discussed with the purchaser; I said there was a caveat and the house could not be sold. I requested the purchaser to vacate the house; he would not vacate as she had paid a deposit. I asked the purchaser if she could pay me rent; she agreed.

20 (S: Bundle B several letters starting at 303, Smith reads 303, 304, 305, 306, 316).  
(S: page 306, 315).

The deposit and the costs of renovation were paid back to the purchaser and also legal costs.

(S: In Bundle B are also correspondent with Asia Commercial Bank).

30 Yes. At that stage the sum due to the bank was slightly more than \$106,000. The bank did not know of my breakup with defendant. I wrote to bank to stop the overdraft. (T: The plaintiff cancelled the defendant's mandate to sign).

The payments for these two houses were made by me, my money; payments were made through the defendant.

(S: 44 One Tree Hill).

It was my money that paid for the house, physically handing over the money was done by my husband.

(S: 2 Grove Lane).

Bought in 1970.

40 (S: Documents relating to this property are in Bundle No.2 - in Suit 637/77).

In the High Court of the Republic of Singapore

Plaintiff's Evidence

No.14

Foo Tiau Wah [sic] Examination 9th November 1979

(continued)



In the High  
Court of the  
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Singapore

Plaintiff's  
Evidence

No.14

Foo Tiau Wah  
[sic]  
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(S: Not in dispute (1) purchase price was \$193,000.00; (2) Option money paid 13/7/70; (3) agreement to buy dated 13/7/70; (4) Agreement between Kris Investment Co. (Pte) Ltd. and the plaintiff Foo Stie Wah; (5) Defendant has the receipt for the option money.)

(Neo Tai Kim's bundle of documents in Suit 637/77 now marked Bundle P.)

(S: Page 1 of Bundle P - receipt for option money).

10

(continued)

No mark made by me in this receipt. I can't say if defendant made any mark. I can only read my name.

Some of the payments for this house came from the funds of Emerald Room.

(S: Bundle G 1189, Bundle GO shown to witness).

Two chits have reference to 2 Grove Lane - the chits of 13/7/70 and 9/8/70, on chit 13/7/70 are written in Chinese "Neo Advance", "House" "No.", on chit 9/8/70 are written in Chinese "House drawn" "No.2". "No.2" refers to 2 Grove Lane.

20

(S: p. 1187).

The chit 29/9/70 relates to 2 Grove Lane, I wrote the words "No.2". The other two characters "Cash Neo".

(S: p. 1090)

Chit 3/12/73 relates to 2 Grove Lane. I wrote "No.121" but it relates to No.2, "121" is the Lot No. (T: I don't dispute the Lot No. of No.2 is Lot 121). The other Chinese characters means "December". I wrote the Chinese characters and the date.

30

(S: p. 1075).

Chit 11/2/74 relates to 2 Grove Lane. I wrote the characters and the date. They say "Feb" "No.2".

(S: p. 1071).

40

Chits 7/3/74 and 12/3/74 relate to 2 Grove Lane.

I wrote chit 7/3/74. It says "March". The sum of \$1635.57 was a payment for house No.19 Jalan Mariam, in Changi; \$5280.00 refers to No.19 Jalan Mutiara. This chit does not relate to 2 Grove Lane.

In the High Court of the Republic of Singapore

Chit 12/3/74, this relates to 2 Grove Lane and also to house No.36 Belmont Road; \$2500 relates to 2 Grove Lane.

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10 These are the only records I have of monies taken from the Emerald Room to pay for 2 Grove Lane. Possibly there are other chits that were lost.

(continued)

In 1970 payments were made to the developer through the defendant.

In 1973 I took a mortgage on No.2 Grove Lane to pay for the house.

20 No.2 Grove Lane was let out in 1974; tenant was recommended by a friend. The first tenant not there now. There was no tenancy agreement with first tenant. I can't remember if I saw the agreement; the defendant kept it. Tenancy for 2 years and he left in 1976. I got another tenant. I collect the rents now and pay them into the bank, my account, Malayan Banking.

The defendant has 2 accounts in the same bank, that I know of.

The mortgage is my responsibility, not yet paid off.

(S: Next house 36 Belmont Road).

30 Bought in 1971.

(S: Certain facts not in dispute (1) date of purchase 26/2/71 (2) price \$190,000).

10% deposit was paid - \$19,000. Subsequent payments were made to the vendor. I obtained a mortgage from the Overseas Union Trust Ltd. of \$133,000 to pay the vendor (S: Not in dispute).

40 Subsequently in 1974 a mortgage to Malayan Banking was arranged on 25/2/74 that was to pay off Overseas Union Trust and at same time to provide funds for the defendant.

(S: Bundle E documents of 36 Belmont Road).

(S: Page 881 - mortgage - borrower is the

In the High Court of the Republic of Singapore

Plaintiff's Evidence No.14 Foo Tiau Wah [sic] Examination 9th November 1979

(continued)

defendant, plaintiff is the guarantor. Funds to discharge the Finance Co. and deft. starts to owe bank that sum of money and he can only draw from his account up to \$250,000.00 including the sums paid to the finance company. Plaintiff had before this paid the finance company out of the Emerald Room).

36 Belmont Road was first let in 1974, I think, before I left the house. The first letting was for 2 years and re-let to somebody else for 2 years. Before the split up the defendant collected the rents. After the split up he continued to collect the rents until 1976 when I collected the rents. One or two months before expiration of the first tenancy I wrote to the tenant to pay the rent to me. The defendant did not say anything. As a matter of fact I asked my solicitors to write to the employers of the tenant but I received no reply but rent was sent to me at 21-A Killiney Road by the tenant.

10

20

The rent of 2 Grove Lane was at first collected by the defendant. I took similar action and rent was paid to me at 21-A Killiney Road, the business of Caroline done on the first floor and I live on the 2nd floor. I deposited the rents collected into my personal account with the Malayan Banking.

(S: Bundle G, GO P.1182).

30

One chit - the only printed chit, relates to No.36 Belmont Road. I made the chit. I wrote the numerals and the Chinese characters. When the money was handed to the defendant I asked him for what purpose was the money. He told me the purpose and I wrote it down on the chit. The sum of \$19,000 was paid for the house No.36 and I wrote "No.36" against it and I wrote the date 3/5/71 against it. The sum \$10,000 was for 19 Jalan Mutiara; the sum of \$25,000 also for 19 Jalan Mutiara. The sum of \$38,000 was for No.36 and that was later on 27/5/71.

40

(S: p. 1163).

Chit 25/7/72 relates to No.36 - made by me; characters and date written by me. \$1000 was for No.36; he just told me he wanted \$1000 for No.36. The \$7000 was for No.19 Jalan Mutiara.

(S: p. 1154)

Chit 10/10/72 relates to No.36. It was paid to the Overseas Union Trust. When I handed him the money he told me it was for payment to the finance company. I wrote "No.36" on the chits and the date. The receipt is with the defendant, I did not see it.

(S: p. 1114).

10 Chit 30/7/73 relates to No.36; the sum was \$1804.00, paid to Overseas Union Trust. The \$1635.57 was paid for No.19 Jalan Mariam.

To Court: I can tell to which No.19 it refers from the amount.

\$1635.57 was the monthly instalment for No.19 Jalan Mariam. On No.36 the monthly instalment was \$1804.

(S: p. 1106).

20 Chit 27/8/73 relates to No.36; sum of \$1804 cash handed to Neo Tai Hock. The \$1635.57 was paid for 19 Jalan Mariam, handed to Neo Tai Hock who went to pay. The sum of \$201 was payment of insurance premium in respect of No.36. First of all I handed to Neo Tai Hock the sum of \$35000; Neo Tai Hock paid for the premium of \$201, so finally I had to pay to Tai Hock the sum of \$140.57 as shown at bottom of the chit.

- Adjourned to 2.30 -

Sgd. F.A.Chua

Hearing resumed.

P.W.2 - o.h.f.a. s(in Hainanese):-

30 (S: Bundle E p. 973).  
(S: Payment to Overseas Union Trust of \$111,470.66 (T: Not disputed)  
p.972 the cheque for that sum; p.995 bank statement of defendant's account with Malayan Banking (overdraft \$100,000), this sum debited, credit \$2500 x 4, they are monthly payments; p. 1001 - defendant's other account - overdraft \$150,000).

(S: Bundle G, GO p. 1101).

40 Chit 19/9/73 made by me refers to No.36. The sum \$3608 was paid for No.36, paid to Neo Tai Hock. I also paid him another sum \$1635.57 for 19 Jalan Mariam. The \$3608 was paid to Overseas Union for two months.

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No.14

Foo Tiau Wah [sic] Examination 9th November 1979

(continued)

In the High  
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(continued)

(S: p. 1097).

Chit 19/10/73 made by me refers to No.36. I wrote the Chinese characters "19th Oct" and "No.36". I can't remember to whom this sum was handed. It is one instalment.

(S: p. 1093).

Chit 17/11.73 made by me refers to No.36, the sum was \$1804. The \$1635.57 was for 19 Jalan Mariam. The Chinese character is "Number".

10

(S: p. 1079).

Chits 5/1/74 and 10/1/74 relate to No.36.

Chit 5/1/74 - the sum was \$1804; I can't remember to whom this sum was handed.

Chit 10/1/74 - the sum of \$1804 was paid, to whom I can't remember.

Chit 5/1/74 - the payment of \$5280 was for 19 Jalan Mutiara and \$1635.57 for 19 Jalan Mariam, similarly in chit 10/1/74.

(S: p. 1075).

20

Chit 6/2/74 made by me, the sum of \$2500 refers to No.36, handed to defendant to be banked into his account for payment for No.36. \$5280 for 19 Jalan Mutiara + \$1635.57 for 19 Jalan Mariam. I handed to defendant a total of \$9415.57.

(S: p. 1071).

Chit 12/3/74 made by me. \$2500 refers to No.36; paid to defendant; I handed to him a total of \$5000. The other \$2500 for 2 Grove Lane.

30

(S: p. 1066).

Chit 17/4/74 made by me refers to No.36. Two dates on the chit, the other date 22/4/74. On 17/4/74 sum of \$1681.27 paid for 19 Jalan Mariam. On 22/4/74 sum of \$5000 for No.36 and \$1681.27 for 19 Jalan Mariam. I can't remember to whom I handed the money.

The sum of \$2500 was paid into account of Malayan Banking. Payment to Overseas Union Trust was \$1804 p.m. When arrangement was made with Malayan Banking the defendant asked me to

40

give him \$2500 p.m. If he did not pay the bank he would ask me for twomonths, \$5000.

In the High Court of the Republic of Singapore

I left the house on 26th May, 1974.

(S: 19 Jalan Mariam. Not disputed  
(1) Bought 9/2/72 (2) Price \$126,700  
(3) From Faber Union Ltd. in plaintiff's name (4) down payment of 10% \$12,670  
(5) long term loan 10 years from United Overseas Finance Ltd. on 25/5/72 for \$114,000, that paid to the vendor and disputed that plaintiff paid the instalment. We have records of 11 monthly instalments commencing 30th July 1973 and going through to 22nd April 1974, we have no record of first payment in June 1973. The payments came out of Emerald Room funds. Since then plaintiff paid the monthly instalments herself and is so doing).

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(continued)

10

20

Ronnie Tan saw an advertisement in the papers about this house, together with Freddy Tan, Keller Tan, sister of Ronnie and my younger sister I went to have a look at the model of this model at Supreme House office of the developer. I then discussed with the defendant, he agreed to the purchase; the booking fee was handed to the defendant to be paid to the developer. Then arrangement was made to get a loan from the U.O.B.

30

(Tan: There was a booking fee, see Bundle P p.5; But see p.6 another receipt for same amount dated 14/1/72).

I did hand to deft. a certain sum of money whether to pay booking fee or deposit I can't remember. The defendant did not show me the receipt nor did he tell me he had a receipt. I got a loan from United Overseas Finance. The first instalment was \$1680 odd, exact amount I can't remember.

(S: Bundle G, GO p. 1114).

40

Chit 30/7/73 refers to No.19 Jalan Mutiara, \$1635.57 the monthly instalment. The rate of interest varied from time to time.

Adjourned to Monday 10.30.

Sgd. F.A.Chua

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(continued)

Monday, 12th November, 1979

Cons. Suit Nos: 3999/76 & 3744/76 (Contd.)

Hearing resumed.

P.W.2 - o.h.f.a. s(in Hainanese);-

Xd. by Mr. Smith (Contd.)

(S: Bundle G, p. 1106)

Chit 27/8/73 refers to 19 Jalan Mariam -  
payment of \$1635.57, handed to Neo Tai Hock.  
There is reference there to 36 Belmont Road sum  
of \$1804.00 handed to Neo Tai Hock.

10

(S: p. 1097).

Chit 10/10/73 refers to 19 Jalan Mariam.  
I wrote the characters, they say "Oct" "No.19".  
I can't remember to whom I handed the money to.

(S: p. 1093).

Chit 17/11/73 refers to No.19 Jalan Mariam  
- payment of \$1635.57; I can't remember to whom  
I paid this sum. There is also reference to  
No.36 Belmont Road, I wrote all those figures.

(S: p. 1079).

20

Chits 5/1/74 and 10/1/74 refer to 19 Jalan  
Mariam.

Chit 5/1/74 - my handwriting; characters  
"Jan" No. 19, 19, 36. Jalan Mariam sum was  
\$1635.57. \$5280.00 was for 19 Jalan Mutiara  
and \$1804.00 for 36 Belmont Road. These sums  
paid on that day; I can't remember to whom.

Chit 10/1/74 - my handwriting. The written  
figures written by me and the machined ones  
machined by me. Sum of \$1635.57 refers to 19  
Jalan Mariam; \$1804 payment for No.36 and  
\$5280 for 19 Jalan Mutiara. Those sums paid,  
I can't remember to whom.

30

(S: p. 1075).

Chit 6/2/74 relates to 19 Jalan Mariam.  
I made the chit. There are other references  
to other houses. No.36 and 19 Jalan Mutiara.  
Payment for Jalan Mutiara \$5280, No.36 - \$2500.  
I can't remember to whom I handed these sums.

(S: p. 1066)

40

Chit 17/4/74 refers to 19 Jalan Mariam and also chit 22/4/74 both on one piece of paper. I made the chits. Sum of \$1681.27 on chit 17/4/74 and 24/4/74 relate to 19 Jalan Mariam. The \$5000 relates to No.36.

In the High Court of the Republic of Singapore

The payment made on 17/4/74 was not printed on any chit; when I made payments on 22/4/74 I printed the payments paid earlier on top of the chit. I wrote the dates on 22/4/74.

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I can't remember to whom I handed the sums of money.

(continued)

In the month of April 1974 most of the money was handed to Neo Tai Hock. Prior to April 1974 I handed the money to both the defendant and Neo Tai Hock, sometimes to defendant and sometimes to Neo Tai Hock.

(S: No. 19 Jalan Mutiara is not subject to litigation).

The payment for 19 Jalan Mutiara were from the funds of Emerald Room. The sum of \$5280 was the monthly payment for 19 Jalan Mutiara. That house is in defendant's name. It was bought in 1971 and furnished out of the funds of Emerald Room. From 1972 until the break-up it was the matrimonial home, we lived with 3 of the children; in fact all 5 children lived with us in 1972. After the break-up defendant and 3 children lived there, and I and two children lived at 56 Mount Sinai Drive, eldest son and eldest daughter.

Originally it was intended to have this house registered in my name. As in the same year I had bought No.36 in my name the house 19 Jalan Mutiara was bought in the name of defendant. Defendant told me I could not buy 2 houses in the same year.

(S: 2 Grove Lane).

I noticed an advertisement relating to this house in the papers. I then had a discussion with the defendant. Then I went with defendant to see the house and we discussed and I handed to him \$500 for the booking fee. I don't know if he paid the booking fee. At a later stage at his request I gave him money for the 10% deposit. We got a loan from the developer and repaid the loan by instalments. We discussed and defendant suggested it be bought in my name; I do not understand the meaning of "trust" or "trustee". He never said the property was his; he said the house belonged to me.



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(continued)

(S: No.36 Bemont Road).

This house also belongs to me. Before it was bought we talked about buying a house; at that stage there was no talk of buying a particular house. Two months before the purchase of No.36, I told the defendant my intention of buying a house if the price was reasonable. My niece Keller Tan knew one Mr. & Mrs. Teo; then my niece introduced defendant to Mr. & Mrs. Teo. We discussed the price of the house and it was agreed at \$190,000. Later on I paid 10% down payment - \$19,000. (S: Contract signed on 26th May, 1971 - Bundle E p. 977; T: Not disputed). Yes, Mrs. Teo is Goh Ah Muay. Philip Wong & Co. the solicitors were acting for me; my niece introduced me to that firm of solicitors. 10

The defendant never said this house was to belong to him. He said the house was to be bought by me and it belonged to me. My conversation with deft. was before the signing of the contract but I can't remember how much earlier. I told the defendant the money was to come from the funds of Emerald Room. Something was said about getting a mortgage; my niece recommended Overseas Union Trust. It was I who suggested that the house be mortgaged and the repayment to be paid out of the funds of the Emerald Room. The defendant did not say anything except that he agreed I could buy the house provided I could afford to buy it. I also told him the house to be mortgaged for a loan and subsequently my niece recommended Overseas Union Trust and one day three of us went there and I signed the document there. 20 30

(S: 19 Jalan Mariam).

I have told the Court that it was Ronnie who saw the advertisement in the newspaper and we went to see the model in Supreme House. The defendant also went to see the model. The defendant did not say the house was in my name but it was his house. He told me the house belonged to me and to be bought in my name. 40

(S: 44 One Tree Hill, 42 Mt.Sinai Avenue,  
56 Mount Sinai Drive).

The funds for these houses were from my savings. The defendant never said "It is in your name but it is my house" in each case. I do not understand what is a holding company. There was no suggestion that these houses would be transferred to a company to be formed. 50

(S: p.35 Bundle P - letter from Lee & Lee to plaintiff dated 11th Feb. 1977, 2nd para. read to witness).

In the High Court of the Republic of Singapore

I do not understand the words "Trustee" and "family holding company". There is no truth. All along the defendant said the properties belonged to me; I never heard "trustee".

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To Court: The defendant did not say "These properties do not belong to you although they are in your name, they will eventually be transferred to a company to be formed."

(continued)

(S: Defendant has filed a list of documents on which he will rely).

20

I went to the defendant's solicitors a week before the hearing of this case to inspect certain documents. (Tan produces the original of a document in duplicate - Ex. D1 f.i. No.13 in defendant's list of documents filed on 30th December 1978. "Written Acknowledgment of Trust" duly signed by the defendant (plaintiff in this suit).

I was shown Ex. D1. I was shown these 2 pieces of paper. I have not seen all that typing before. The signatures at the bottom of each piece of paper my signature.

30

The defendant had asked me to sign three pieces of blank paper; I signed them before I went to England in February or March 1973. I can't remember how long before I left for England. When the defendant asked me to sign the 3 blank pieces of paper I asked him the purpose and he told me that they were to be used for income tax purposes. He asked me not to be afraid and that he would not have my head chopped off. I signed them, at the Emerald Room at the bar counter near the cashier. The three pieces were all larger than Ex .D1. I cannot remember if defendant had asked me to sign other pieces of blank paper.

40

I remember signing the Registry of Business Names Form, once, in 1971.

(S: Ex.P.1 pages 4, 5 and 6, shown to witness - document of 1971, 5th April).

Signature at p.4 my signature and also at p.6.

(S: Ex.P.1 pages 1, 2 and 3 document dated 16/1/76).

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(continued)

The signature at p.3 is my signature but in 1976 I did not sign this document. I don't remember who asked me to sign and I can't remember if the date 16 Jan.1976 was there when I signed it. I can't read English.

In January 1976 I was asked to attend the office of the Registrar of Business Names. I went there with the intention of re-registering my business of Skillets. Pages 1-3 is my application. I went there and told them my intention. I was told earlier that day, in the morning, someone had been to the office and requested the removal of my name from the register. When I went to the Registry I did not bring along the form pages 1 to 3.

10

(S: Ex. P.1 page 14 letter from Registrar to plaintiff dated 19/1/76, read to witness).

I did not bring a form when I went to the Registry, but then I signed the form in the office of a Mr. Lee. The form I signed could be pages 1 to 3.

20

(S: The 2nd para. of the letter at p.14).

When I received the letter I went to the Registry with my friend Linda Lim.

(S: p.15 of Ex.P1, note made on 20/1/76, read to witness).

That was what happened.

(S: p.13 - Notice of Termination of Business dated 15/1/76).

When I signed it I did not know its contents. When I was with the Registrar, Mr. Lee cancelled this Form H and I signed.

30

Adjourned to 2.30

Sgd. F.A.Chua

Hearing resumed.

P.W.2 - o.h.f.a. s (in Hainanese);-

Xd. by Mr. Smith (Contd.)

(S: P.1 p.10 letter of Skillets to Registrar).

It was signed by one of defendant's younger brothers; at that time we did not have any manager.

40

(S: p. 12).

Signed by one of defendant's younger brothers - appears to be signed by same person who signed letter at p.10.

(S: p. 10 "At the present.....of Dec. 1975".)

10 I did not say that to anyone. I was not away from Singapore on any business in the middle of November, 1975. That month I was in charge of a business at Maxwell House, a restaurant.

(S: p.12 "We have received.....of the month.")

There is no truth in this.

I did not authorise this person to write any letter to the Registrar of Business Names on my behalf.

(S: p.20 - letter from Registrar to you - read to witness).

20 I did not receive this letter.

(S: p.22 - memo of Registrar - read to witness)

That is correct. I meant that the receipt to be returned to the Registrar.

(S: Year of assessment 1974 - Bundle C p.454. T: Not challenged. p.464 T: Not challenged).

30 I remember signing the tax returns and I remember I signed one before I left the matrimonial home. One day when I was in the bedroom upstairs at 19 Jalan Mutiara my cousin Janet Tou came to my bedroom and asked me to go down as deft. wished to see me. I came down and saw defendant there with Mr. Foo Boon Leong. Mr. Foo handed me some document, I asked him what it was and he told me "Income Tax Returns". Mr. Foo started to explain to me, no sooner had Foo explained one or two lines to me the deft. started staring hard at Mr. Foo. Then Foo just told me it was Income Tax Returns. I told Foo that I had to sign it as long as I lived until I die. Foo advised me not to quarrel and to sign and I signed.

40

Foo Boon Leong is the one who prepared the accounts; the business accounts for defendant;

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Plaintiff's Evidence

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Foo Tiau Wah [sic] Examination 12th November 1979

(continued)

I don't know if he is an accountant; the Skillets account and Emerald Room. The Returns I was asked to sign I do not know if it related to Skillets or Emerald Room or both. When Foo started to read the names of the houses the defendant started to stare at him.

(S: Year of Assessment 1975).

By then I had left my husband and occasionally I went back to Jalan Mutiara to see my children.

10

(S: p.491, p.501).

I remember signing for the next year. I signed it at 19 Jalan Mutiara. I had come from 21-A Killiney Road. I received a call from Janet Tou asking me to go to No.19. I did accordingly, I remained in the hall for a short while then the defendant came in. He placed a document on the piano and asked me to sign it. I signed it. I was a bit excited and did not pay particular attention if it was an Income Tax Return. Before I signed I asked deft. what it was, he did not answer me and Janet was going to tell me and deft. stared at her. Janet just said "Please sign", "Please sign". That was the last time deft. produced Income Tax Returns for me to sign.

20

I continued to be assessed for income tax for Skillets for 1976 and 1977.

Since 1976 I filed my own tax returns for the houses, as I collected the rents.

30

(S: Account with Malayan Banking).

Yes.

Defendant had an account with the Chung Khiaw Bank. He arranged with the bank for an overdraft for the use of Shamrock Hotel secured by 44 One Tree Hill. I was the guarantor of that overdraft. I revoked that guarantee. I wrote to the bank for the amount of the overdraft 2 or 3 times but I received no reply. So I did not know how much was the overdraft. I wrote to them to say I would not be responsible for any amount in excess of \$80,000. I don't know if defendant has paid off the overdraft. When we were on speaking terms I asked him for what purpose the house was mortgaged and he said for business purposes.

40

I did not ask him to pay off the overdraft, my lawyers did not. I want to pay off the overdraft so that the house would be returned to me. The same position with the overdraft with Malayan Banking. The money was taken by him for his business or personal use, Malayan Banking overdraft \$250,000. I want that to be paid off as well. \$133,000 of the overdraft was used to pay off the Finance Co. in respect of No.36. (S: In the book it was \$100,000.) We paid some of the money. As he was the borrower he had to pay off the whole \$250,000, if deft. did that I am prepared to take over the overdraft for \$100,000. The overdraft in respect of No.2 Grove Lane in my name, I am responsible and I am dealing with it. No.19 Jalan Mariam I am actively paying for that mortgage.

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(continued)

(Adjourned to 10.30 tomorrow).

Sgd. F.A.Chua

Tuesday, 13th November, 1979

13th November 1979

Cons. Suits 3999/76 & 3744/76

Hearing resumed.

P.W.2 - o.h.f.a. s(in Hainanese):-

Xd. (Contd.)

(S: I tender advertisements which should be in Bundle F. My learned friend has no objection. Put in Bundle F and numbered 1028A and 1028B. I tender advertisement in Nanyang Siang Pau, put in Bundle F and marked page 1028C. I undertake to put in a translation).

(S: No.44 One Tree Hill - mortgaged for the Shamrock Hotel by defendant. In Bundle E p.919, letter of demand calling on deft. to pay off overdraft).

I remember this letter. The defendant did not pay off the Chung Khiaw Bank.

At the beginning of 1977 I tried to pay off the overdraft with the A.C.B.C. in respect of Skillets. (S: Bundle A p.55 - overdraft then was \$102,343.76). That is right. The defendant heard about this and filed a caveat against the 2 properties. (S: Bundle A p.105), 42 Mt.Sinai Avenue and 56 Mount Sinai Drive. The defendant

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Plaintiff's Evidence  
No.14  
Foo Tiau Wah  
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(continued)

prevented me from paying off the draft by the sale of these houses. In 1978 (S: p.141, 142) ACBC demanded the payment \$121,925.56. I instructed my solicitors to write to the Bank (S: p.143). (S: We went to Court and a consent order was made. I tender copy of the order dated 5th December 1978). No.42 was sold and I produce the completion account (S: Bundle A pp.191 and 192). I claim to be entitled to the whole proceeds of sale. If he appropriated the business he ought to pay off the overdraft.

10

I claim to be entitled to the profits of the Skillets and anything the defendant brought out of the profits.

There is a MBW car registered in my name and being paid off by instalments from money from the Skillets. I am entitled to the car.

There has been a loss due to the filing of the caveat. (S: The difference between the amount to redeem the overdraft in March 1977 and amount required to redeem overdraft in 1979, the figure is \$26,073.94).

20

(S: The tenancy agreements (1) 2 Grove Lane).

On the letting of No.2 defendant took a deposit from the tenant. The tenant left the premises after I left the defendant. On leaving the tenant wanted the return of the deposit and I refunded it out of my own money, it was \$7800.

30

(S: No. (2) No.36 Belmont Road).

Same tenant is there right through. Originally a deposit was paid to the defendant - \$3600, 2 months rent. I now have a new tenancy agreement, the old one has expired. The deposit was not refunded and I am now responsible for the refund of the deposit and I will ask defendant to repay me.

(S: (3) No.19 Jalan Mariam).

The deposit of \$1500, 2 months rent, was paid and received by the defendant. I am now responsible to repay the deposit and I will claim from the defendant.

40

(Smith tenders a bundle of correspondence. Tan has no objection, relating to 2 Grove Lane p.1 in Bundle 2, after page 344 and marked 344A,B,C,D,E and F).

(Smith tenders a bundle of correspondence relating to 36 Belmont Road, puts in Bundle E, after page 1026 and marked 1026A, 1026B, 1026C and 1026D).

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In January 1976 my solicitors wrote to the defendant telling him he was not to collect any more rents from No.36, No.42 and No.19 Jalan Mariam. (Smith: In Bundle 2 p.192).

Plaintiff's Evidence No.14 Foo Tiau Wah [sic] Examination 13th November 1979

(S: p.191 letter to occupier of No.2).

10

My solicitors wrote similar letters to the other occupiers.

(S: Income Tax in respect of Skillets. Bundle C p.548 - tax for 1975 and 1976 long overdue).

(continued)

I received this letter. I understood my income tax had not been paid.

(S: p.551 and defendant's letter saying tax overdue was for Skillets).

20

Yes. Defendant said he would be paying the tax liability.

(S: p.552 - tax paid by defendant).

I have filed Tax Returns for year of assessment 1977 and 1978 in which I listed all my properties and as to Skillets I made a note. This is to be determined by the Court.

Cross-Examination by Mr. Tan:

Cross-Examination

Yes I said the two elder children are now with me, yes eldest daughter 27 years of age and eldest son 23.

30

The three younger children are living with the defendant. They are son 20, daughter 10 and son 9.

I married defendant in 1951 and at that time he was a clerk in an import and export firm. Defendant subsequently became a partner in Shamrock Hotel in 1952. The defendant contributed \$6000; I do not know whose money it was. That is so, not my money. It is correct that in 1972 he worked in the export and import firm in the day and at the Shamrock at night; that was his routine up to the beginning of 1957 when he stopped work in the import and export firm; I can't tell if he stopped helping in the Shamrock Hotel in the evening.

40



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[sic]

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In 1957 the defendant seldom came home; sometimes he came home once a week and sometimes he did not come home for a whole week. I asked him where he went and he told me he had been shooting birds, he was fond of shooting. I did not believe him. As early as 1954 he kept a woman. I did try to contact him at the Shamrock Hotel; sometimes he was not there; most of the time he was not there, yes because he had stopped going to Shamrock Hotel to help.

10

(T: University of Singapore Students  
Canteen).

(continued)

Yes all the necessary things were there when I went. I do not know who bought them. The defendant told me about the tender for this canteen before I went there; he told me before and after he had put in the tender. He told me about the tender. Yes he told me generally he was going to tender. After the tender was successful he informed me about it. He told me the tender was successful and told me to go to the market the following day to buy food for the canteen. I knew what to bring as I had previous experience. Yes that was the only conversation he had with me about the tender being successful. He told me there were 700 to 800 students but not all would have their food in the canteen; he did not tell me anything else. Yes with that information I went the next morning to buy food. Food would be kept in the fridge; I just bought 10 katties of meat, 10 katties of fish and prawns; I bought vegetables. If not much of the vegetables were used, the next marketing I would buy less. I bought noodles, I did not buy rice, milk, sugar, coffee and tea, Milo, cocoa, as they had been bought. On the first day before I went to the market I asked defendant what type of food had already been bought and he told me. After I had gone to market on the first day I bought the food and I brought it to the canteen and instructed the cook, and I gave necessary instruction. The deft. was not there. I can't remember if the defendant gave or not given the menu. I suppose the menu had been given to the cook. I also instructed the cook to prepare dishes, whatever dishes, he liked outside the menu, dishes sold at 20 cents or 30 cents. I can't remember who prepared the menu. The defendant did not tell me who put up the capital for the canteen. The day of the opening of the canteen I was there from 6 a.m. right up to 11 p.m.

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30

40

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The defendant was there. I was busy. I did not pay attention as to how long he was there, can't estimate. He was just walking about, looking around. The staff had already been engaged; some by my relative, deft. did not tell me who engaged the others, could be by the defendant. Enough staff at the canteen.

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Foo Tiau Wah [sic] Cross-Examination 13th November 1979

10

At the beginning the defendant came to the canteen almost every day; subsequently not every day, sometimes he came in the morning, sometimes in the afternoon, can't say how long he stayed, sometimes I saw him enter the canteen and did not see him leaving.

20

I spent long hours at the canteen for the first few months, after that I worked up to 2 or 3 p.m. and had a rest and worked again at 6 p.m. until 11 p.m. and I left. I went to market between 4 and 5 a.m. and I had to reach the canteen by 7 a.m. At that time I was living at No.3, a house near Shangrila Hotel. We did not have a car, the defendant had a motor cycle. I went to market by bus and from market by taxi to the canteen. I took a public bus.

(continued)

Adjourned to 2.30

Sgd. F.A.Chua

Hearing resumed.

P.W.2 - Foo Tiau Wah - o.h.f.a. s (in Hainanese);-

XXD. by Mr. Tan (Contd.)

(T: University of Singapore Students Canteen).

30

Yes that was my daily routine for 2 years, I spent my Sundays in the same way.

40

The defendant did not help in anyway at all in the running of this canteen. I really do not know what the defendant was doing during these two years. He seldom came to the canteen. At that time I was interested in the business and I had to work hard for my livelihood. When I asked him where he had been he just said he was busy; he did not tell me why he was busy. When I pursued further and asked him why he was busy he told me to mind my own business.

When I went to canteen from the market I handed the food to the cook to prepare more than 10 dishes. When the food was cooked I had to take charge of the sales; I had to cut the roast pork; I had to put food on to the dishes to be served, put the

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(continued)

dishes on the tray for the worker to carry; sometimes I had to serve. We also had worker to cut the food, but I also have to help during the rush hour; I had to help when the workers were busy during the rush hour. I was the only one to cut the roast pork.

Not true the defendant was in fact running the canteen. Not true I only went when I felt like it, to look around and to help if necessary.

At the end of each day I went home alone. When defendant failed to fetch me home I had to spend the night in the canteen store. The defendant used to come in the afternoon to collect the money from me, I did not get him to sign any chit; it did not occur to me to ask him to sign; sometimes he even asked me to borrow money from the market stallholders for him. Yes I did. Sometimes he even went to the market to see me if I had borrowed the money. If I told him I had not he would quarrel with me. Yes I am saying the defendant took whatever collection was made in the canteen and in addition he asked me to borrow money. He did not take away all the money, he had to leave some to run the canteen. Whenever he was short of money he would ask me to borrow. What happened was this. In the afternoon, say the collection was \$300, he would take away \$250 and if collection was more than \$300 he would take away \$300. If I questioned him he told me not to ask too much and he also told me that he had to get money from me and no one else. Yes I asked him why he needed so much money; he said he needed money; at one time he lost money on horses, in 1954. What I have said is the truth. Sometimes he failed to give me money for the marketing and sometimes I had to borrow money from the stallholders. I deny he was at the canteen and he kept the day's takings. It is true he asked me to borrow money from the stallholders.

When the tender expired it was re-tendered but it was not successful. The defendant told me he was going to re-tender, before he re-tendered. I told him that we would not get the tender unless we offered a higher sum because our business was known to others. I also told him even if a higher tender was made we could still make money because we did not have many workers and I had done the work of 3 workers. Yes I took it for granted if the retender was successful I would still run the canteen. That is so my conversation with the defendant was centred on the re-tender price

and nothing else. It is true defendant had a discussion with me.

(T: Singapore Airport Staff Canteen, 1958).

10 Yes I said the defendant tendered for it. I can't say if the tender for the University Canteen took place first. I knew about this tender before the defendant tendered, the defendant told me about it. We discussed about the tender, we discussed a few times; I pointed to him that he should not depend on me for everything, he should not ask me to go to the market but to instruct an employee to do the marketing. I suggested that more employees be engaged. He did not tell me the tender price. We discussed nothing else. We bought a car by instalments as I had to go to two markets. Yes I asked the defendant to buy the car. Not true there was no discussion at all in respect of this tender.

20

Yes the tender was successful. Yes two canteens were then in operation, the University Canteen and this canteen.

30 Some of the workers were engaged by the defendant's relative and others came over from the University Canteen. Others were recommended by my friends and defendant's friends. The defendant himself did not engage any worker. The defendant's relative was relative of defendant's mother; don't know his name, he is dead now.

Yes I did the marketing for the Airport Staff Canteen. If you ask someone else to do it he might overcharge. What I meant was he expected me to do the marketing and run the canteen so I suggested that he get more workers. Yes by marketing I meant fresh meat, fish and other food. Not true the marketing was done by Tan Siang Inn, I know him; he is still alive not dead.

40 Yes I claim I ran both the canteens. In the morning I went to the market, then I bought the food to the University Canteen, then I went to the Airport Staff Canteen. I gave instruction to take out the old meat, prawns and fish from the fridge to be used first for that day. I also gave instruction for the preparation of food. At 10 or 10.30 a.m. I rushed to the University Canteen and stayed there until lunch was over and sometimes I had to go and buy dry provisions and then I returned to the University Canteen to have a nap

50 until 6 p.m. and started working again up to 8 p.m. at the University Canteen and then I went to

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(continued)

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(continued)

Airport Staff Canteen and stayed there until 10 p.m. Yes that was my daily routine when I was running the two canteens.

The defendant dropped in at the University Canteen and the Airport Staff Canteen; he did not know how to run the canteen business. He came to the Airport Staff Canteen sometimes almost everyday, sometimes he came there to collect money, from the cashier, not from me, as I was not the cashier. He came in the afternoon around 1 or 2 p.m. when his account with the Chung Khiaw Bank was low; sometimes he went to have food and see the staff. Yes I said he would come between 1 and 2 p.m. When I asked him why he wanted the money he told me he wanted it put into his bank account. Sometimes I asked the cashier why the defendant came and I was told to take money. When I asked the cashier what happened to the collection, I was told the defendant had taken the money and that there was a chit for it. Usually he came in the morning to see the staff. I saw him having food at the canteen and sometimes he told me the food was good and sometimes he made his comments to the cook; he had lunch usually, rarely dinner. He seldom came after 6 p.m. I saw him having lunch almost everyday sometimes.

10

20

Yes I said the defendant took care of the external matters and nothing else. I did complain to the defendant that I was doing all the work at the 2 canteens and that he did not give a helping hand and all he knew was to take away the money. The defendant just kept quiet. If I further complained he would raise his voice. In fact he came home at night and I had no chance to complain. I did not wish to complain at the canteen as it would shame him. During this period the defendant was also taking away the takings of the University Canteen in the afternoon. If he was not free to come he would ask his friend, Mr. Toh, to come to the University Canteen to take the money for him.

30

40

Adjourned to 10.30 tomorrow.

Sgd. F.A.Chua

14th November, 1979

Cons. Suits 3999/76 and 3744/76 (Contd.)

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Hearing resumed.

P.W.2 - o.h.f.a. s (in Hainanese):-

XXD. by Mr. Tan (Contd.)

(T: Airport Staff Canteen)

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10 I must tell the Court that there are two sections at Airport Staff Canteen - one selling food and the other beverages. The section selling beverages was open for 24 hours (continued) and in this section we also sold Muslim food. The cashier in charge of the food section would hand over the takings to the cashier of the beverage section; then that cashier would hand to me all the money the following morning; the coupons were kept by one Mr. Ho. I trusted all the cashiers to hand to me all the day's takings in cash. In 1958 and 1959 on occasions we were short of staff because of  
20 resignations, each vacancy would eventually be filled up. Even generally sometimes we were shorthanded. I had to help in the morning, cooking and the washing up.

30 I did not say that during the period I was running the two canteens I stayed all the time at the University Canteen from 10 a.m. to 10 p.m. I said I was there from 10 a.m. to 8 p.m. but that did not mean that I stayed all that time at the University Canteen. Sometimes I would go to the Airport Staff Canteen, I went there to find out what food was required from the market. I deny that my presence at the Airport Staff canteen was not necessary. I deny that I need not help at the Airport Staff Canteen. Not true it was in fact the defendant who was running the Airport Staff Canteen. Not true I went there as and when I liked just to look around. On 22nd  
40 January, 1959 I drove to the market and then went to the University Canteen and then to Airport Staff Canteen; at that time I was pregnant and when I removed the food from the car I had a fall and one of my legs fell into a drain and I had a cut and had to have 4 stitches and one Mr. Tou and Mr. Chong helped me up. I went there that morning to deliver the marketing. Not true it was the defendant who collected the daily takings of the Airport Staff Canteen.

(T: We move on to 1960, tender for the catering service at the Paya Lebar

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International Airport for the VIP  
Room, the transit lounge, the  
passengers waiting room and the  
upstairs bar).

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(continued)

Yes I said this tender was made by the  
Defendant in his name; but the business was  
run by me. We discussed the matter prior to  
the tender, many times. We discussed about  
the preparation, the menu and the staff. He  
told me after the discussion the tender would  
be slightly more than \$1000. The tender was  
successful. The defendant got \$5000 from my  
father, don't know if he borrowed, later I  
was told defendant was to run the business in  
partnership with my father. I was told this  
one or two months after the commencement of  
the business. I talked to my father about  
this. My father asked me if the business was  
good. In 1960 the marketing was done by my  
father. I told him he should know if the  
business was good as he did the marketing. I  
did not ask my father if he was in partnership  
with the defendant, as it was a matter between  
son-in-law and father-in-law. I did not  
confirm it but I ascertained defendant got  
\$5000 from my father; my brother-in-law also  
knows of this. I did not contribute any money  
to this business. The defendant took away about  
85% of the profits of the Airport Staff  
Canteen and I kept 15% for myself in return  
for my work. I had to keep the 15% to pay for  
the marketing, pay the wages; I don't have  
much expenses. If in a particular month the  
bill for food was large I would ask the  
defendant not to take too much money. I had  
some savings from the Airport Staff Canteen.  
I had to save otherwise I would not have the  
money to give to defendant when he asked for  
it. I had savings for myself. I can't remember  
how much savings I had at the end of 1959;  
the defendant even took money from my savings;  
I shared my savings with the defendant; I  
could not get any money from him. My savings  
in 1959 was neither small nor large, more  
than \$5000.

I knew this tender was made in a firm's  
name - Shamrock. I knew that the business  
was carried on under the name of International  
Airport Restaurant and the defnt. was the sole  
proprietor, but I did all the work in running  
the business. Yes I said the defendant  
attended to the external affairs of the  
business; he did not attend to the internal  
matters of the business and this was known by  
everyone at the Airport, I mean the customers.

To Court: In 1960 I was not running the Airport Staff Canteen, the tender expired in August, 1960. The business at the International Airport after Airport Staff Canteen closed business.

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(continued)

10 At the Paya Lebar Airport for the first day of business I worked 24 hours and the staff also did the same. Normally I would go to the airport between 6 and 7 a.m. everyday; I stayed there till 2 or 3 p.m., then I had a rest up to 5 or 6 p.m. then I worked up to 10 or 12 midnight. I did complain to defendant that he did not help; he said I had to run the business "Who else could do it?". Yes I accepted it. I did ask defendant to come and help but he didnot come. At this time 1960/1961 the defendant used to go to Shamrock, don't know what he did there. In 1962 he owned the business of Shamrock.

20 In 1960, 1961 and 1962, the defendant came and took money from the business; he used to take it from the cashier; for a large sum of money he would give me notice over the phone and I would get the money ready from the house and he would come home to get it or even ask his friend Mr. Lee to come and collect the money from me at the house. When he took money from the cashier sometimes I knew of it sometimes I did not. On occasions that I knew I was present. He did not ask me permission to take money from the cashier, it was our business. No record kept of the money he took; sometimes cashier made a record, chits of paper.

30

I took charge of the daily takings, cash and cheques.

To Court: No cash register.

40 I trusted the cashier to hand to me the day's takings. I kept the cash and cheques handed to defendant to be banked. When he came I would hand him the cheques. At that time we seldom received cheques. Defendant put the cheques in the Chung Khiaw Bank, don't if that was the account for the International Airport Restaurant. (T: We are trying to get the bank statements). I kept the cash in the house. When money was needed to pay bills money would be put into the bank account, my bank account with the Chartered Bank and bills paid by cheques drawn on this account, most of the bills were paid by me, some were paid by the defendant such as PUB bills, beer bills and also rent. I had no occasion to draw money out of my bank account to give it to the defendant.

50



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(continued)

I agree in the restaurant business one needs a lot of small change for the customers. I don't know that usually a bank would not change a big note for small change unless one is a customer of the bank.

(T: Your Chartered Bank account).

My cheques were prepared by the store-keeper, George Tan, on my instruction and I would sign them. Sometimes I would ask others to do it, whoever was free. Before I signed I would not check the cheque as I do not read English; I could read the figures; I did check the figure in the cheque and the figure in the bill, if I was free, sometimes I did not check.

10

(T: The staff of the restaurant in 1960 to 1962).

If flights were delayed we would be shorthanded because passengers would go to the restaurant to have their meal. Normally, we had just enough staff. When there were many customers I had to assist in serving. My presence there for the long period was necessary because I was managing the business. I had no manager and I had to supervise. It was necessary for me to spend long time there.

20

(T: Our case).

Not true there were no discussions before the tender.

Not true deft. tendered without my knowledge, I knew.

30

Not true the entire capital for the business was provided by the defendant, he got \$5000 from my father.

Not true he was in fact operating the business. Not true I insisted in interfering with the running of the business. Not true it was because of my interference that the account at the Chartered Bank was opened. Not true except for my signature the operation of the account was done by the defendant's employees.

40

Not true the day's taking - cheques, coupons and cash were handed to the defendant by the cashiers.

(T: The next stage 1972 tender for the airport snack bar).

10 It was my idea to tender for this. I heard of the opening from the clerk. At that time we were doing business on the first floor and there was a snack bar on the ground floor and we were competing and there was trouble. A clerk working in the airport told me of the invitation to tender for the snack bar and I was asked if I was interested. Then I asked the defendant to put in tender, he did so. I did not suggest to him that the tender be in my name.

(T: 1964, tender for the catering at the new wing of the airport).

The Defendant and myself both knew of this tender. We discussed. Tender submitted in defendant's name. I did not suggest it should be in my name.

(T: Our case).

20 Not true the openings for the snack bar and new wing were discovered by the defendant. Not true he tendered for both without prior consultation with me. Not true the snack bar was operated by defendant; business under his name. Not true the daily takings collected by him and kept by him.

30 I am not sure if in 1964 the defendant was operating another business at the International Airport, not under his name. Yes he was selling duty free goods but business not under his name, business under name of a lawyer's clerk, a Mr. Chia, not very sure. Don't know the name of the business. When I asked the defendant if the business was his, he said "No". I don't know if the name was "Sharikat Malaysia". The defendant was seldom there; there were 2 or 3 persons at the counter. I do not know anything about this business.

(T: 1964 - The restaurant at the new wing).

40 The staff at the old restaurant came over and we engaged new hands. Mr. Tan recommended and I engaged them. In 1964 more than 60 staff; generally sufficient staff. By this time tender at the old wing had expired.

Adjourned to 2.30.

Sgd. F.A.Chua

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(continued)

Hearing resumed.

P.W.2 -Foo Tiau Wah - o.h.f.a. s(in Hainanese):-

XXD. by Mr. Tan (Contd.)

Generally staff adequate from 1964 to 1969.

At the new wing I used to go to the restaurant at 6 or 7 or 8 a.m. and stayed there until the afternoon 3 or 4, then I went home or went to buy things; if I went home I would go back to the airport at 6 or 7 p.m. and would stay there till 11 p.m. and if there were not many customers I would a short sleep of half to one hour and then I would help in the nightclub up to 3 a.m. The business was done by me so I had to be there. I had to serve the customers, I had to help the cashier and the shopkeeper. If not enough bartenders I also helped at the bar. I was there for long hours because I had to supervise. Yes I had a manager, at the beginning Ronnie Tan was the manager and when Ronnie left his brother Freddy became Asst. Manager. They were manager both of the restaurant and the nightclub. I was in charge of the business and these two were engaged by me, so I had to be present as I was the proprietress. The defendant attended to external matters whereas I was in charge of the internal matters. When goods were delivered I had to be there as the person who delivered the goods had to see me.

10

20

When I was there defendant would take money from me; if I was not there he would take it from the cashier.

30

I kept the cash and the cheques I handed to the defendant to be banked into his account. Sometimes I banked cheques of small amounts into my account. I do not know the name of the account of the defendant with the bank.

As far as I know the tender for the new wing was under his name, what he wrote in the application I do not know.

40

I agree if the cheque is made out to International Airport Restaurant it would be banked in defendant's account. Sometimes account payee cheque would be accepted by my bank because I was a longstanding customer. Cheques of small amount would be banked into my account with the consent of the defendant. When he saw the cheques for small amounts

with the cashier he asked me to bank those cheques into my account. Either I decided or he decided.

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The cash I took home I kept it in a safe place. It was to be used to pay the wages, bills of the business. Some of the cash would be banked into my account, yes to pay bills. Balance kept in the house and if defendant wanted money I would give it to him.

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10 The business for some months was good, for some months not so good. Profit was sometimes \$8000 p.m., slightly more than \$10,000 p.m. or slightly more than \$20,000; sometimes we even made more than \$30,000 during the New Year.

(continued)

20 The defendant came home to take money at intervals of 2 or 3 days, he would take \$1000 or \$2000. If he came after a lapse of 1 week he would take \$10,000 and sometimes more. Yes the defendant took a greater part of the profits in the period 1964 - 1969. At the end of this period I had more than \$50,000 at home. The defendant did not know how much I had saved but if he had asked me for \$20,000 I would have given it to him, because he is my husband.

(T: 1962 tender of the Airport Snack Bar).

30 Yes the cash was taken home by me and kept in a safe place. Yes whenever defendant wanted money I would give it to him. I can't remember how much I had saved by the end of 1962; I did not keep a record. The defendant knew of my savings; I was the cashier I must have the money. He did take money from me at the end of 1962; he did not take all but how much was left I have no record. At that time I had my own business selling postcards etc. and I had savings from that. After giving money to the defendant I had a few thousand dollars left and I also earned and saved \$1000 or \$2000 p.m. selling postcards and dealing in money-changing. I kept my saving in a biscuit tin separately from the earnings from selling postcards and money changing.

40

To Court: What I have said would cover the restaurant business as well.

(T: Postcard business and money changing and selling tidbits).

The earnings from these I kept separately in a biscuit tin. I settled bills by cheques; mostly

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(continued)

I paid in cash unless the supplier wanted cheque. My bank account Chartered Bank from 1960 to 1965 and OCBC from 1965 after closing the Chartered Bank account.

This sideline business started in 1960. Between 1960 and 1965 I would settle bill from the Chartered Bank account. I seldom issued cheques; from 1960 to 1964 I did not issue any cheque; from 1964 to 1965 I issued a few. From 1960 to 1969 I issued cheques for the payment of sweets occasionally. 10

Say, I have to pay a bill of \$280 by cheque, I would put into my bank account \$300 from my savings.

Yes I had treated the money from the sideline business as my own money. I had put into the bank money from my own savings. The defendant took so much money from the business and I had to work so hard. I had to do this sideline business to earn some money. 20

I worked so hard I did not even have a house. I wanted a house and when I asked defendant to buy one he said he had no money, then I had to do some sideline business.

The money from the restaurant business I had a share as I had worked so hard to run the business and I could not prevent him from taking money from me.

To Court: In the example I have given I paid \$300 into my bank account in order to keep a proper account of my sideline business, not because the account was short of money. This was my system of doing my business. 30

Adjourned to 10.30.

Sgd. F.A.Chua

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Thursday, 15th November, 1979

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Hearing resumed.

P.W.2 - Foo Tiauw Wah - o.h.f.a. s(in Hainanese);40

XXD. (Contd.)

The cash to be paid into my bank account was paid in by George Tan. I did not tell him whose cash it was, nor did he ask me.

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I did not keep account of my sideline business. I did pay money into my bank to cover bills of my sideline business.

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(T: In 1960 to 1969 what was your relationship with defendant?).

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10 During that period we had quarrels over money matters and also his failure to help me in running the business. This happened once a week or once a fortnight. I would not say our relationship was not good, all I say is that he did not look after the children, he showed no interest in the family, he seldom took the children to a show or a meal and he never gave any presents to the children on their birthdays. I can't say whether I was a good wife or not; I only  
20 looked after the children and the business and I also cooked his food whenever he came home. I even prepared his beverage and food when he came home at 3 a.m.; as late as 2 or 3 a.m. He must have trusted me otherwise he would not have allowed me to continue to run the business. I remember in 1960 and 1961 he asked me not to admit that he was my husband and he also told me not to tell anyone I was his wife. Whenever  
30 anyone was looking for him I must not disclose that he was my husband. I don't know why he did that. It is true. On one occasion a lady showed a photo to me showing the defendant, two children and a woman, the woman was the one who showed me the photo. The lady asked me who the man in the photo was. Since I was already asked by defendant not to disclose that he was my husband, so I told the lady I did not know. The lady said she had made inquiries and she knew everything. What I have just said is  
40 true.

(continued)

Yes Tan Jee Hong was an employee, in the Airport Staff canteen, in the International Airport Restaurant; now he is at Skilletts. Yes I promoted him to "Captain". If he says I was not operating the canteen and the restaurant between 1958 and 1969 he would be telling a lie.

50 Yes Ronnie Tan worked at the Airport Restaurant from 1964 and he left in 1966 for Hawaii. Now he is 35 years old. Yes he would be between 19 and 20 years old in 1964. Not true Ronnie was appointed manager by the defendant on my insistence. I appointed Ronnie, not the defendant. Yes Ronnie is

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my sister's son. Not true Ronnie had no experience. He helped his father in his father's business, Ai Hou Kee Bar & Restaurant. I do not know if he had other experience.

Yes Freddy Tan is younger brother of Ronnie. He is now 33 so in 1966 he would be 19 to 20 years old. He helped running the airport restaurant from 1964 to 1966. He used to come in the evening to help and occasionally during the day. Yes that was all the experience he had when I appointed him Asst. Manager. It was I who employed Freddy. I deny Freddy was appointed on my insistence. 10

(continued)

When the airport closed down in 1969, I had save something from the restaurant business; I can't remember exactly how much I had saved. I don't think that the saving was very small \$40,000 to \$50,000.

To Court: Excluding the money taken by the defendant. 20

I really don't know for what purpose the deft. took the money from me; he was my husband and whenever he asked I gave. He might use the money on business or spend it on women.

(T: Our case).

Not true it was the defendant who operated the business at the old wing from 1960-1964. Not true it was the defendant who engaged the staff and paid their wages. Not true the cash and cheques were handed to the defendant. Not true the defendant took the cash and cheques from the cashier and not from me. Not true from the taking he gave me money for household expenses as and when I needed. Not true some of the cheques to pay the bills were signed by me on my insistence to interfere with the business. Not true except for my signature the entire account of mine was handled by George Tan. Not true he operated my account on the instruction of the defendant. Not true during this period I was not carrying on any sideline business, I did. 30 40

I carried on business of selling postcards and money changing from 1960 to 1964. At that time I was also the cashier at the restaurant. I had another drawer for my moneychanging business. I did not take away the defendant's business. I had my own drawer.

To Court: The defendant had agreed to my doing the sideline business.

I did the sideline business with the knowledge and consent of the defendant.

(T: 1964-1969 at the new wing).

10 Not true it was the defendant who operated the restaurant during this period. Not true he engaged and paid the staff. Yes I started my business of selling tidbits and postcards; I also sold neck-ties and novelties for Christmas. Not true I did not do any money-changing business; I did some but not as much as before. Not true I did it without knowledge and consent of defendant, he knew. Not true my bank account with OCBC was operated by George Tan on the instruction of the defendant.

To court: I kept the cheque book.

Not true the cheque book was kept in the premises of the restaurant.

20 Not true the day's takings were handed to the defendant. Not true the defendant would then give me household expenses as and when needed.

(T: Shamrock Hotel -Emerald Room - 1969).

(T: In August 1969 you asked Ronnie & Freddy Tan to have dinner with you at the Golden Star Restaurant in Shamrock Hotel).

30 Yes. Yes to discuss the setting up of a restaurant and nightclub in Shamrock Hotel. Yes I said in 1962 the defendant had become the sole proprietor of the Shamrock Hotel including the Golden Star Restaurant. The defendant paid \$20,000 to take over the hotel business. That money was from the airport business. The defendant's restaurant and nightclub lost money.

40 In 1969 the defendant carried on business of restaurant and nightclub and also hotel upstairs before Emerald Room came into existence. Not true defendant carried on business of nightclub, bar and hotel also; he also ran a restaurant, a proper restaurant and orders for more than 20 tables were accepted. Yes some of the waitresses in the bar would sit down with the customers.

Before I had the dinner with Ronnie and Freddy I had discussed with the defendant regarding the conversion of his restaurant into another restaurant. That was one or two weeks after the restaurant at the airport had closed down. Even before that I had discussed with the defendant. The defendant

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(continued)



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(continued)

had told me of his intention to renovate the Shamrock Hotel and I advised him not to as it would serve no purpose as he always lost money. At the same time I told him that we would discuss the matter after the closing down of the airport restaurant. I can't remember how long before the restaurant closed down we had this discussion. He talked about renovation when he took over the business of Shamrock. After taking over Shamrock he carried out renovations many times. I advised him not to carry out any more renovation before 1969; yes at that time I had some ideas about the Shamrock Hotel. I knew his business was bad, I had an idea of converting the Shamrock Hotel into a restaurant, the existing restaurant was not a proper restaurant. I had the idea of converting it into a high class restaurant. Yes I told the defendant that; he agreed since I had the experience in this line of business.

10

20

At first I did not invite defendant to the discussion I had with Ronnie and Freddy; that was because he was not around. Before I had the dinner with Ronnie and Freddy I telephoned the defendant at the Shamrock Hotel to join us but he was not there.

(T: Your discussion with Ronnie, Freddy and defendant after the dinner - why?).

To do business you must plan and hold discussions. At the dinner with Ronnie and Freddy - Ronnie had come back from Hawaii and he asked me what business I was going to do after the closing down of the airport restaurant business. I told him my intention of running a restaurant. We discussed the plan, costs of renovation, the service to be rendered, the food to be supplied and everything with reference to a restaurant business. I decided to run a restaurant and Ronnie suggested running a nightclub after the business of the restaurant. Yes all subject to defendant's approval.

30

40

Then we had a meeting with the defendant. Ronnie explained to defendant the plan; they discussed in English. I just sat there and whenever I was asked a question I answered. I was asked whether it was alright to do this to do that, Ronnie asked the questions and I said he should know better as he had seen more abroad. The defendant also asked me questions. He asked me if it was alright, I said it was alright. It was decided to run a restaurant

50

and to do renovation. Ronnie told defendant the cost would be around \$80,000. The cost would not be paid in one lump sum. We had sufficient money, we need not borrow. At the meeting we did not discuss about payment. Later defendant asked me how much money I had and I asked how much he wanted. If he asked for \$30,000 I would give him \$30,000; if he asked for \$20,000 I would give him \$20,000. Yes the initial payments came out of my savings from the airport restaurant. I do not know how the defendant made the payments. He just showed me the receipts for the payments. He did not tell me the initial cost. All I knew was the estimated costs of the renovation.

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(continued)

Yes the plans for the renovation were done by Ronnie and his friend Mr. Ng. Yes he was David Ng. The renovations took slightly more than 1 month, no about 2 months. During the two months I went there helping as a cashier and I also helped in taking orders for customers; during the renovation business of Golden Star was carried on; only the bar was operating, not the nightclub, not the restaurant.

Extra staff had to be employed for the proposed Emerald Room; I engaged them, some of the staff came over from the Airport Restaurant, about 10, yes one was Tan Jee Hong.

During the renovation, Ronnie and Freddy were on the premises. Yes they were there supervising. They were there for the first 3 weeks. They spent 1 or 2 hours there. Sometimes the defendant went there everyday to supervise, there for half or one hour.

A day was fixed for the opening of the Emerald Room. Arrangements were made for it, someone to cut the ribbon and reception. Ronnie, Freddy and I made the arrangements. I discussed with defendant the guests to be invited. The defendant left everything to us but I also sought his opinions.

Freddy Tan was the manager of the Emerald Room; no Asst. Manager. Younger sister of Freddy, Keller Tan was the PRO, she was not paid salary, she was paid allowance for transport. Even after the opening she came to help. She was with us at most 1 to 2 months; she was not paid. Keller is very eloquent and she knows many people; at request of defendant she approached Dato Tan Kim Chua to officiate the opening. It is true Keller approached the Dato.

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(continued)

(T: Bundle F p. 1029).

That is so the defendant's photo not there. He did not want his photo or his name to appear.

To Court: Caroline Tan whose photo appears is the one I have been referring to as "Keller Tan".

I don't know if the defendant did not like publicity. I asked him and he said he did not want his photo to appear. (T: Defendant's 10 photo does not appear in any of the papers except for p.1063). Even for that photo the defendant was reluctant to appear, I had to force him.

Adjourned to 2.30.

Sgd. F.A.Chua.

Hearing resumed.

P.W.2 - o.h.f.a. s (in Hainanese):

XXD. (Contd.)

(Tan tenders in certified extract from Registry of Business Names relating to Sharikat Malaysia. Smith has no objection - Ex.D2).

20

(T: Our case).

The \$20,000 for the Shamrock Hotel came from the Airport Restaurant; I handed him the money, can't remember the date.

Not true the conversion of Shamrock Hotel into the Emerald Room was in fact defendant's idea. Not true there was no prior consultation with me or anyone else in respect of this conversion. Not true the defendant did not have any meeting with myself, Ronnie and Freddy in respect of this conversion. Not true the plans were drawn up by David Ng and the defendant. Not true the defendant was in full charge of the renovation and he attended at the premises. Not true the defendant paid for the renovation out of his own funds. Not true the defendant did not take any money from me for that purpose. Not true the newspaper supplement regarding the opening of the Emerald Room was my idea to give myself and my nephews and niece publicity.

30

40

(T: Running of the Emerald Room).

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10 Normally I spent more than 10 hours a day at the Emerald Room; sometimes 12 hours and sometimes 14 or 16 hours. I used to go there at 8 or 9 a.m.; stayed there till 3 or 4 ..... Such a big restaurant, I was in charge of the staff, the kitchen and the food; give instructions to the cashier, also receive orders from customers over the telephone; I also gave instructions about service to be rendered, check the uniform of staff to see if they were clean, tidy. Most of the customers knew me and very often they looked for me. Yes that also included the nightclub.

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(continued)

Freddy was assistant to me and he acts as my interpreter in English.

20 Yes I said I had to look after the food inthe kitchen. If we received an order for a \$80 table of food I would have to consult the chief cook as to the dishes that could be provided for that money.

I have to be there to give the manager instructions. The manager might not know everything about the kitchen, then he would have to consult me.

Not true I was not running the Emerald Room. Not true it was the defendant who was running it.

30 We had 5 cashiers, the last cashier on duty would hand over to me the day's takings, cash and cheques, wrapped in a piece of paper and sometimes in a napkin. The total of the daily takings would be written on a piece of paper and on another piece of paper would be recorded the money taken by the defendant and this sum would be taken off the daily takings and shown on the paper showing the total daily takings and deduction would also be shown for payments of the restaurant bills and the balance would be shown. All I did when I got home was to count the cash and cheques against the balance shown on the piece of paper.

40  
50 If I was tired I would not count the cash and I would put it in a drawer and I would count it the next day. If I counted the cash I would put it after counting in the same drawer. Unless the defendant wanted some money I would put the money in the drawer of a wardrobe, a different drawer. If cheques were drawn for payment of food for the restaurant the following day I would take out from the drawer in the wardrobe some

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money to pay into the bank account to meet those cheques. If the defendant wanted to get cash from me I would take the money out of the drawer and hand it to him. I seldom asked him why he wanted the money. Whatever amount he asked I would give him and I seldom questioned him. The defendant remarked many times to me "You want money to come in only and not to go out." He said that when I questioned him. I don't agree that his remark suggested that he wanted the money for the Emerald Room. I was the one who paid the bills of the restaurant. 10

(continued)

The cheques - if I was not tired I would print the amount of the cheques on an adding machine; if I was tired I would do it the next morning. The next day I would bring the cheques to the restaurant and handed them, the printed chit to Neo Tai Hock, and any additional cheques in the restaurant. Neo Tai Hock would make a printed chit and he would take all the cheques to the bank. Yes I said it was left to Neo Tai Hock to deposit the cheques into whichever of the 2 bank accounts he thought fit. Yes I know the difference between a cash cheque and an account payee cheque. We seldom received cash cheques. The cash cheques also handed to Neo Tai Hock. When Neo came back from the bank he would hand to me the printed chit made by him and the one made by me and on the chit he would write the name of the bank into which the cheques were pinned, Chung Khiaw or OCBC. I did not verify that day whether he had paid in the cheques. At the end of the month the bank statement would be given to the defendant or the Emerald Room but I did not see the bank statement. 20 30

If the defendant wanted to take cash of \$200 or \$300 from the Emerald Room he would approach the cashier; if the amount he wanted was available the cashier would hand it to him and either the defendant or the cashier would prepare a chit showing the amount taken by the defendant. For small sums he would not see me, he would go to the cashier. Sometimes he would take small sums like \$50 and \$100 from my handbag when we were in the car going to the restaurant. That was occasionally as he came home only once or twice a week. 40

I seldom took money from the cashier, if I did a chit would be prepared. 50

The chit prepared by the cashier would be handed to me at the end of the day together with

the cash and cheques.

10 I seldom asked the defendant why he took money from the cashier. Yes I kept the chits prepared by me and by the cashier of the monies taken by the defendant. Yes I said I kept them systematically in a drawer. First of all I clipped the chits with a clip and if the bundle became too thick to be clipped then I would bind them with a rubber band, that was the way I kept the chits. The purpose was to know how much money the defendant had taken. I did not suspect that he was making use of the money which he took for purposes other than the business of the Emerald Room. After all he was my husand. Once he took the money I had no control as to how he spent it, on women or other purposes. Yes I produce the chits in this case, now we have come to Court I have to produce the  
20 chits in case the defendant might ask me what had happened to the money of the business. (T: The Defendant has not asked you for an account). It is well know that the business was under his name but I ran the business. Once a customer asked me who was my husband and who was my boss, the defendant was there and he hid his face behind a newspaper.....

Adjourned to 10.30

Sgd. F.A.Chua

30 Friday, 16th November, 1979

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" 3744/76

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Hearing resumed.

P.W.2 - Foo Tiau Wah - o.h.f.a. s(in Hainanese):

XXd. by Mr. Tan (Contd.)

(T: Chits made by the cashier).

40 When the defendant took money from the cashier either he made out the chit or the cashier; in most cases the cashier would write the chit, perhaps once in a while he might print it. Yes I said when I took money the cashier also made a chit; in most cases I made out the chit myself. I did not keep those chits. I don't agree the chits in respect of money taken by defendant should also be destroyed. I was in charge of the business I had to keep all the chits

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(continued)

in respect of money taken by the Defendant but in my case I only took small sums to meet my urgent need. I took money from the cashier only once in a while, moreover I took it for household expenses. Not true I collected these chits because I suspected the defendant was giving this money for his other family, although I did suspect he had another family. Yes I kept these chits regardless of the purpose for which it was taken. Yes I kept the chits for the money which had been banked. (Tan: There were two bank accounts - ACBC in the name of Emerald Room & Chung Khiaw Bank - Shamrock). I do not know. If two chits of same amount bear the same date then I would ask the defendant to explain. It had never happened where two chits were made one by the defendant and one by the cashier for one sum taken by the defendant.

10

(T: Page 22 N/E your evidence "If the defendant wanted.....described") (T: p.1161 Bundle G).

On certain days when I went home earlier I did not take home the takings of that day. Then the money would be kept by the cashier in the storeroom, in a safe in the storeroom...

The defendant telephoned me and asked for \$5000 and I got it from the house and took it to the restaurant and handed to the cashier to be handed to the defendant. I am not sure about the \$3000. Sometimes the defendant took money from the cashier before the business was over. As regards the \$4000 I am not sure if I got it from the house or he took it from the cashier direct.

30

When I took money to the restaurant I did not print a chit. If I ever printed a chit for a sum taken by the defendant and subsequently discovered there was another chit for that same sum of money I would destroy the chit printed by me. I can't remember if I did or did not print if the money was to be handed to the cashier to be handed to the defendant. He wanted the money over the telephone I did not make out a chit because a chit would be made out by the cashier. Not true the \$5000 was not money which I handed to the cashier.

40

(T: Bundle I p.1353 and p.1161 Bundle G sum of \$5000).

Yes at p.1353 6 chits all dated 4/8/72.

50

These chits made by the cashier, don't know which cashier. Yes chit for \$350 reads "Mr. Neo, advance \$350, banked in". Yes chit for \$750 reads "Mr. Neo, advance \$750 banked in," whether that was done or not I don't know.

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(T: p.1161 Bundle G Chit for \$5000).

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10 Yes also dated 4/8/72, yes signed by deft. (T: It has words "part" and "CKB"). I can't read. (T: If you total up sums in p.1353 of Bundle I you have \$6950. (S: Correct). The \$5000 in Bundle G is part of the \$6950. I don't agree and I wish to say that the cashier would not have such a big sum of money as \$6950 for the defendant on a particular day unless the amount of the takings that day was very large and if a customer paid a big bill it would be by cheque and sometimes in cash. I don't say that the chits at p.1353 are not true documents. Yes the defendant took \$6950 on 20 the 4/8/72 from the cashier. The fact is that I did take \$5000 from the house and handed it to the cashier and deft. should have one chit written of the sum of \$6950 taken by him, instead of 6 chits. I can't say if the 6 chits on p.1353 were written by several cashiers or one cashier, but the chit in English was written by one cashier.....

(continued)

30 To Court: Yes my evidence is that I can't say if the 6 chits were written by one cashier or more than one cashier.

I can't say if the \$6950 was taken by the defendant from the cashier at six different times.

(T: p.1353 Bundle I).

40 Yes the chit for \$1050 dated 5/8/72 says "Mr. Neo advance \$1050, banked in". Yes this sum was taken from the cashier. (T: The sum of \$1050 added to balance of \$6950 minus \$5000 equals \$3000). I accept that. (T: This \$3000 is represented by chit at Bundle G p.1161 dated 5/8/72). As far as the \$5000 is concerned I remember clearly he telephoned me for that sum. I don't agree to counsel's suggestion.

(T: Chit for \$4000 at p.1355).

50 Yes it says "Mr. Neo advance \$4000 Banked in" dated 7/8/72. Yes it was taken from the cashier and was out of the collections.

(T: This sum represented by chit for \$4000 at p.1161 Bundle G dated 7/8/72). I can't say if



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this \$4000 was one sum or two different sums. I would ask defendant for an explanation if there were two chits refer to 2 different sums I would keep both the chits and if he said one sum I would destroy one of the chits. I can't remember if I did or I did not ask the deft. about these two chits for \$4000; I can't remember whether or not I asked the cashier about these 2 chits. I agree \$4000 is a large sum of money. Yes I should have asked the cashier but I might have forgotten. I brought them home. I was tired.

10

Not true the chits made by the cashier or the defendant were handed to me at the end of the day. If they were not handed to me how is that I have produced them. Not true they were handed to the defendant by the cashier at the end of the day or at time when deft. came to check the day's takings. Not true after the deft. had checked these chits would be left on the cashier's table. Not true these chits were collected by someone in the Emerald Room who was in collusion with me and handed them to me. May I know who this person is? Not true I kept them regardless of the purpose for which the defendant took the money.

20

(T: These sums \$5000, \$4000, \$3000 in G p.1161 were repeated at I p.1353 and 1355 were in fact taken by deft. and banked into Chung Khiaw Bank A/c. of Shamrock Hotel).

30

I don't know into which account these sums were put into.

(T: G p.1159 - chit of \$1000 - 8/8/72).

I can't remember if my father was ill in hospital on 8/8/72. I can't remember if the defendant took the \$1000 to pay for a private nurse to look after my father.

(T: G p.1181 chit for \$300 dated 19/5/71).

40

I can't remember if the \$300 was taken by the defendant to exchange for petty cash. I can't remember if the petty cash was returned to the cashier. I agree if that was the case and I knew of it this chit should have been destroyed.

(T: G p.1119, chit 28/6/7 for \$6000).

The deft. took the \$6000 from George Tan and I do not know the purpose.

(T: "\$6000 = 6190"). I don't understand that, I did not ask George Tan.

Yes I said there was a safe in the store. I can't say if there was a safe in defendant's office; I had entered his office not more than 3 times.

10

(T: Another type of chits, those made by you of money taken by deft. from you at home - I am not referring to the money taken for the houses).

(T: G p.1184 - the 3 printed chits).

Yes the first total \$45,000, the sums were taken on 3 different dates. I did not ask the defendant why he needed the money. The chits for \$7,000 and \$17,000, I seldom asked him the purpose of the money.

20

(T: G 1179, the printed chits).

Chit for \$2005 - I did not ask him the purpose. The \$5 should not be there, fault in the machine.

Chit for \$40,000 - I seldom ask deft. for what purpose he wanted the money, made by me.

Chit for \$3000 - made by me. Yes the Chinese characters read "Leong Advance". I wrote them. If pen or pencil was available I just wrote them.

30

Yes chit 27/7/71, the date was written in pencil. Not very necessary to make a note that money was taken by my husband.

(T: G 1177 - chit 7/10/71 for \$25,000).

I did not ask the defendant the purpose for the money.

(T: G 1173 - printed chits).

I seldom asked deft. the purpose for the money.

(T: G 1169 - printed chits).

40

If I ever asked him he would reply it was a matter between "brothers", he refers to me as "brother". When he asked me for something at the Emerald Room he called me "Jee" (2nd in my family).

In the High Court of the Republic of Singapore

Plaintiff's Evidence

No.14

Foo Tiau Wah [sic] Cross-Examination 16th November 1979

(continued)

In the High Court of the Republic of Singapore

When he asked me for money he addresses me as "brother".

(T: G 1167 - printed chits).

Plaintiff's Evidence No.14 Foo Tiau Wah [sic] Cross-Examination 16th November 1979

Chit of 6/5/72 - yes I wrote "25/5/72 + \$7000" and total "19,000". I did not print the \$7000; sometimes I might forget to print a chit and later if I remember I would take out a chit already printed and write on the chit the date and amount taken by debt. When I was going through chits already printed and if I remember that I had not printed a chit for a sum taken by the defendant, I would write that sum on an already printed chit; it was more convenient to do that than to print it.

10

(continued)

(T: G 1154 - printed chits).

Chit for \$10,000 - I wrote the Chinese characters; it means "month of September". When I asked him for what purpose he wanted the money, he told me he wanted it to pay a bill for the month of September. He did not in this instance say it was a matter between brothers.

20

(T: G 1133 chit 8/4/73).

I can't remember how much he took that day. The chit says 2 sums of money 6000, 2000. He took the two sums not at the same time. At first he wanted \$6000, so I got the money and wrapped it in a piece of paper, then I printed \$6600 on the chit. After printing it he asked me for a further sum of \$2000, then I printed \$2000. He asked for the \$2000 five minutes after I had printed \$6000.

30

(T: This chit was cut at the bottom, not torn off). I totalled the 2 sums but the total was not correct due to fault of the machine, total was slightly more than \$8000. So I cut off the total with a razor blade. Money was taken in the morning and I cut in the evening. Yes I know how to operate the adding machine very well, but it was faulty. Yes I know how to add, subtract and divide and multiply.

40

(T: Take another look at the chit, there is a " - ".) I don't understand what that is. Can't say if it was printed or written.

Adjourned to 2.30.

Sgd. F.A.Chua

Hearing resumed.

P.W.2 - o.h.f.a. s(in Hainanese):

XXd. by Mr. Tan (Contd.)

(T: G 1133).

I can't say if the " - " was printed.  
The chit was printed at home.

(T: G 1124 printed chit dated 16/6/73).

10 The chit was made at home by me on same  
machine as that used to print chit at p.1133.  
Yes I see a " - " on chit at 1124, don't  
know if it is same sign as the one on 1133.  
I still can't say if it is a minus sign.

To Court: I agree on 1124 it was a minus  
sign. I say that because of the balance  
of \$1000. I still can't say about the  
sign on 1133 because the last figures  
have been cut off.

20 I still say I gave defendant \$8000 on  
8/4/73. He asked for \$6000 first and then  
\$2000.

(T: G 1124 - chit for 4000 and 3000).

30 He wanted \$4000, I did not have \$4000, so  
I gave him \$3000, so \$4000 minus \$3000 leave  
\$1000. The position was this. He asked for  
\$4000; I printed the amount on this chit. When  
I discovered I did not have \$4000 I handed him  
\$3000, then I printed \$3000 minus and balance  
\$1000. That means the \$1000 not handed to him.  
That was my way to remind me that he asked for  
\$4000. I did not eventually give him the  
\$1000 short. (T: At pp.1083-85) is a summary of  
the monies given to defendant in 1973). Yes  
this summary was prepared on my instruction; I  
asked my eldest son to type it. I just asked  
him to be careful in preparing the summary; I asked  
him to check all the chits. I left everything  
to him. I can't say if he prepared it alone or  
with someone's assistance. I did not check the  
summary. (T: See p.1083 two entries for 16/6/73,  
40 one of \$4000 and the other \$3000.) I agree the  
entry of \$4000 is wrong. It is true my son did  
not check with me.

(T: G 1090; chit with 2 days 28/11/73 and  
3/12/73).

He took \$1000 on 8/11/73; on that day I did  
not print a chit. On 3/12.73 he took another

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(continued)

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(continued)

\$1000, so on 3rd I printed the chit and after the printing I remembered that deft. took \$1000 on 28/11/73, so I added \$1000 on the chit, then the total was \$2000. In that year I had a child of 3 years old now 9 years, and a child of 4 years now 10 years. These two children were there when I was preparing this chit and they said they wanted to help me to prepare it and one of them deleted one of the \$1000 before I tore off chit from the machine. I scolded the child, however I tore it off the machine and the figures under 2000 I can't remember it was written by me or one of the children. Yes that happened on 3/12/73, can't remember the time of day.

10

(T: G 1088 chit for \$1000 dated 3/12/73, same figure and date on chit at 1090).

I can't remember if there is a duplication.

(T: G 1084 summary entry of 28/11/73 for \$1000, in relation to chit at 1090; entry of 3/12/73 for \$1000 I think in relation to chit at 1090, entry of 3/12/73 for \$1000 I think in relation to chit at 1088).

20

I deny that these chits prepared by me were not in relation to monies I handed to the defendant. I deny the defendant never had occasion to take money from me. Not true he ran the Emerald Room and he kept the day's takings.

30

(T: Skillets).

Yes I said it was my idea. I told the deft. the coffee house should be of a minimum size. We have to look for it. Other considerations were, whether it was to be a first class coffee house, the best locality would be along Orchard Road, amount of rent. It was through defendant's friend that we got the space at Supreme House, can't remember the name of the friend. I don't know if he was a director of the firm that owns the building. I have seen him before having food at the Skillets. Now I can't identify him. I have heard of the name Wee Kia Lok but I can't say if he was the friend. Yes I had a discussion with the defendant. Yes I said that defendant said it was advisable to run the coffee house under my name. Yes I said to the defendant that the coffee house could later be run by our children. Not true there was discussion

40

50

with the defendant. I deny it was entirely defendant's idea. Not true I came to know of it only when defendant told me and after he had already paid the booking fee. Not true defendant told me he was going to run the coffee house under a limited company's name to be formed. I deny I was against the idea of having a coffee house at Supreme House. I did not tell defendant that coffee house could only thrive at hotels. Not true the defendant changed his mind and put the coffee house under my name. I deny he told me I was to be his nominee until such time his limited company was formed.

10

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(T: Tenders defendant's Bundle of documents in consolidated suits -Bundle Q).

(continued)

Yes according to me all the negotiations for the lease were done by the defendant on my behalf. The defendant did not tell me about setting up a limited company. I don't understand what a limited company means. All I knew was that if a few persons were to do business jointly they would form a company. But in this case there was no question of forming a company, as the tenancy was in my name, licence was in my name.

20

I am illiterate, after negotiations with the landlord the defendant would ask me to sign some documents and I agreed. He asked me to sign the agreement.

30

(T: Bundle Q p.3 - S: No objection).

(T: This was the offer, at p.4 "It is understood.....lease in the name of a proposed private limited company... or less").

I knew nothing about this.

(T: Q 5 "If we have.....let us have a cheque for \$22,846.50....." and confirmed by defendant).

40

He told me about the booking fee and he asked me for the money. At first he asked me how much I had, I told him if he wanted \$20,000 or \$30,000 I had and would give it to him. I do not know how the \$22,846.50 was paid. I gave defendant money to pay the booking fee, how much I cannot remember. I claim that I paid for all the booking fee.

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To Court: I remember I gave him a sum  
of \$20,000 odd; after sometime he  
again asked for money, for the rent.

Yes the \$22,846.50 was for the earnings  
of the Emerald Room. I don't think I printed  
the sums taken by defendant. Yes if I had I  
would have produced it; they might have been  
lost.

Adjourned to 26th November 10.30.

Sgd. F.A.Chua

10

(continued)

26th November  
1979

Monday, 26th November, 1979

Consolidated Suits 3999/76  
and 3744 of 1976 (Contd.)

Counsel as before.  
Hearing resumed.

P.W.2 - Foo Tiau Wah - o.h.f.a. s (in Hainanese)

XXd. (Contd.) by Mr. Tan:

(T: Registration of Skillets).  
(T: Ex. P.1, page 4).

Yes it is my signature at the bottom.  
When I signed it the particulars there, I can't  
remember if they were there, but I asked the  
defendant in whose name the application was  
and he said it was in my name.

20

(T: Ex. P1 page 5 - the Chinese characters  
in 2nd and 3rd columns).

I can't say who wrote the characters in  
the 2nd column; the signature in the 3rd column  
is mine. When I signed on the 3rd column, the  
characters in the 2nd column were already there.  
The English words in the 1st column and in  
the last column were there; but I did not pay  
attention to the date.

30

(T: Ex. P.1 page 6 a continuation of  
page 5).

Yes I signed at the bottom of the page.  
The English words in the last column were there  
as I noticed the figure "44"; I can't remember  
if the English words in the other columns were  
there or not.

40

I can't remember if I went to the Registry or not; I remember I signed the form at Emerald Room. Yes the defendant took my identity card but I can't say at what date he went to the Registry. Not true that I signed a blank form.

(T: Deposit for the lease).

10 I remember the rent of 3 months were paid as booking fee. I don't know how much the defendant paid. The defendant asked me money for the deposit but he did not tell me how many months rent was required as deposit; sometimes he asked me for over \$20,000 and sometimes over \$40,000 and sometimes even over \$30,000. I can't say if the deposit was paid in July 1971. For the first three years the monthly rent was \$7000 odd. Yes the defendant asked me money for the deposit, can't remember when; it was \$23,000 or \$24,000. This money came from the business of Emerald Room. I can't remember if I printed a chit for this sum. Yes if I did it would have been put in bundle GO and I wish to say sometimes I forgot to print chits for money taken by the defendant. Yes \$22,000 or \$23,000 is a big sum of money. All I can say whenever the defendant asked me for money for the business I would hand it to him and sometimes I might not print any chit. This sum of \$22,000 or \$23,000 were taken from me, all along he took money from me for the business. Not true this sum was in fact defendant's own money. I got this sum of money from my home. In 1971 I opened a safe deposit box with Four Seas Bank and I remember on one occasion the defendant went with me to the bank and I took money from the box and handed it to him. This \$22,000 to \$23,000 was taken from my home.

(T: The cost of renovation and furnishing).

40 The furniture was paid by me; I handed the money to the defendant; crockery was bought on credit; I also handed him money for the renovation. At the initial stage when we had a discussion the estimated cost of renovation was \$200,000 odd and from time to time I handed money to the defendant to pay for it. I got the money from the Emerald Room business. I did not make a chit on every occasion. Sometimes I prepared chit without stating the purpose for which the defendant took the money. All I wish to say is that if defendant took money to pay for the houses I would state it in the chits but when he

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(continued)

took money from me to pay cost of renovation of Skillets I did not state it in the chits.

To Court: There are chits in GO which relate to money taken by defendant for Skillets.

I can't remember the months the renovation were carried out; all I remember is that it took 3 months. I think so it was June, July, August. The total cost of renovation not paid during the 3 months; even at time of commencement of the business the costs were not fully paid; can't remember how long it took to pay for it. Not true this \$200,000 over was paid by defendant out of his own money. 10

(T: The crockery).

I can't remember if there was a down payment; it was bought from a friend of Ronnie Tan and I don't think a deposit was paid. The total cost I can't remember, can't even give an estimate. The payment was paid by cheques after the opening from the takings of Skillets; payments in cash were also made, funds of Skillets. I can't remember if the cheques were from Lee Wah Bank account or ACBC account. If cheque was drawn on Lee Wah or ACBC I would sign the cheque. Not true it was in fact the deft. who paid for the crockery, partly from his own money and partly from takings of Skillets; part of it was paid from the takings of Emerald Room which he took from me; sometimes he did not tell me the purpose he wanted the money for. 20 30

Not true it was in fact David Ng who designed the Skillets. Skillets was designed by Ronnie Tan, however David Ng also took part. Yes defendant is my husband, he had to go there to supervise and see if everything was alright, but if he found that there was anything to be altered he would let me know; not true he would go to David Ng direct. 40

(T: Newspaper supplement re opening of Skillets; Suit 3744, aff. of Ronnie Tan of 14th October, 1977 (Encl.19) Ex. RT-1A).

Not true the defendant did not know of the supplement prior to its publication. Yes I also published a supplement in the Chinese press; not true the defendant had no prior knowledge. Yes a copy of the supplement in English was printed on the front door of the Skillets. Not true when the defendant saw it on the door he became angry and tore it off. 50

Not true he became angry because it contained a lot of untruthful statements. Ronnie Tan was the business adviser. Freddy Tan was the manager. I was the managing director and I was managing the Skillets.

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(T: Column 3 "In 1970.....project").

Plaintiff's Evidence No.14

10 Not true Wisman Theatre was owned by the defendant in partnership with his two younger brothers. For the first 2 years the defendant was the sole proprietor; because he made a lot of money from the business, he earned half a million dollars a year, but in his income tax he declared only \$50,000 as income from it. At the end of 2 years he put in his two brothers as partners for the purpose of income tax. (T: The Defendant denies this). Ronnie Tan did discuss with the defendant about the Wisma Theatre project. Not true Ronnie Tan did not take part in the re-organisation of the Emerald Room and Shindig Club.

Foo Tiau Wah [sic] Cross-Examination 26th November 1979

(continued)

20 Ronnie Tan did plan the menu, its design and content.

It is not correct that Freddy Tan was the Manager of the International Airport Restaurant from 1966 to 1969, he was the Asst. Manager.

Not true the staff of Skillets was engaged by the defendant. Not true all the menu was prepared by the defendant.

30 (T: The bank account of Skillets).

40 Yes I said the overdraft with ACBC was not necessary for the business of Skillets; but defendant wanted to deviate income tax so he mortgaged two houses. When defendant told me he was going to open a bank account for overdraft facilities, he told me he was going to mortgage 2 houses with the intention.....he was afraid in case the income tax should question him. Yes it was defendant who told me the overdraft was not necessary for Skillets. I deny that overdraft was necessary; he did tell me why he wanted the overdraft facilities.

(T: ACBC a/c. opened on 1st Oct. '71).

Yes. Yes. I authorised him to sign the cheques. In case I went abroad to study restaurant business he could sign the cheques. He discussed with me and I gave my consent to

In the High Court of the Republic of Singapore \*

Plaintiff's Evidence

No.14

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[sic]

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(continued)

give a mandate; I deny this was done because the business of Skillets belonged to him. When the suppliers happened to come to Skillets for payment the Chief Cashier would prepare a cheque and the defendant would sign it; if I was there in most cases the cashier would ask me to sign the cheque.

(T: Lee Wah Bank a/c.)

Yes it was in my personal name. Yes it was opened on 3rd November 1971; yes one month after the ACBC a/c. Yes this account was effective only up to 28th February, 1972. 10

(T: On 28th February 1972 the balance was \$985. No payment in or withdrawal after 1st March 1972). This was because we made use of the ACBC a/c. Yes the Lee Wah Bank account was started to establish customer bank relationship; and also to exchange currency notes, big notes for smaller notes.

(T: The daily takings of Skillets). 20

The Chief cashier Michael Tong would keep the money in the safe and the next day the money would be banked if the funds of the account were low. If not banked in, it would be kept in the safe. When defendant needed small sums of money he would get it from the cashier; if he wanted a big sum he would inform me; sometimes the Chief Cashier would inform me the defendant wanted a big sum of money, in that case I would instruct the Chief Cashier to let him have the money instead of banking it. I seldom kept money of Skillets at home. An account of the money in the safe was kept by the Chief Cashier. Everyday I would check the account kept by the Chief Cashier unless I was busy in which case I would check the following day. I would check the amount of the takings, the amount banked and the balance; yes from the cashier's summary given to me; and I would sign against the balance. 30  
I did not check the summary; I had every confidence in the Chief Cashier; and I had an idea of the amount of the average daily takings. 40

Sometimes the ACBC statement was sent to Skillets; other times I do not know where they were sent to.

Yes after my solicitors' letter of Sept. '76 the bank statements were sent to me, long after the letter.

Not true except for the signing of the 50

,cheques both the bank accounts were operated by Michael Tong on the instructions of the defendant.

In the High Court of the Republic of Singapore

For the first 4 months of Skillets the profits were \$12,000 to \$15,000 p.m.; for the first 2 months profits were \$12,000 to \$15,000 p.m.; from 3rd month onwards a profit of \$20,000 to \$30,000 p.m. nett. Gross takings over \$100,000 p.m.

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10 (T: Bundle H - documents of cash given to deft. from collections of Skillets).

The chits in this Bundle I kept them at home, separately from chits of money taken from Emerald Room. Yes I said the 4 printed chits at p.1223 were made by me; I can't remember where I made them.

(continued)

(T: Chit of 7/10/71 for \$75,000).

20 This was money taken by the defendant; from Skillets; I collected the money from Skillets and took it home and I handed the money to defendant at home.

(T: One month after opening of Skillets).

Within the first 45 days of the opening the defendant told me not to make payments for goods; the gross takings were about \$70,000 to \$80,000 a month and wages were low so I had the \$75,000.

(T: Chit of 15/10/71 for \$36,000).

30 The money also for Skillets.

(T: Chit of 30/10/71 for \$45,000).

Skillets' money.

(T: In 3 weeks defendant took \$150,000 from Skillets).

Yes. I questioned him why he took such a large sum within a short period; he just laughed.

40 The Chinese characters on chit 7/10/71 - I meant to write "Snack Bar" but I wrote it wrongly, the radical of the word "Snack" and "Good" almost the same. Yes it meant to refer to Skillets.

(T: Chit 24/11/71 \$20,000).

Also Skillets.

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It is true the gross takings of Skillets  
were large and there were all these sums for  
Defendant to take away. For 3 months the  
gross takings amounted to over \$200,000.

Adjourned to 2.30

Sgd. F.A.Chua

P.W.2 - o.h.f.a. s (in Hainanese):

XXd. by Mr. Tan (Contd.)

(T: Bundle H p.1223).

(continued)

(T: Bundle C. p.595 - cash payments into  
the ACBC account in October 1971. \$10,000;  
\$10,000; \$25,000, overdraft used was very  
small, highest \$3163.76; p.596 highest  
overdraft was \$5544.89 in October).

10

In October I paid the defendant sums of  
money and he might have banked part of that  
money into the bank. He got overdraft to pay  
the bills and the money given to him by me  
might be banked or used for other purpose.

(T: Bundle H p.1218 big sums).

20

All printed by me but can't say which  
machine; the money shown in the chits bearing  
the words "Snack Bar" came from Skillets;  
in fact all the sums came from Skillets. I  
don't know why the defendant took the money,  
I don't think the defendant took away all the  
profits made by Skillets from January 1972 to  
July 1972; I kept some of the profits as  
business was in my name. I did not give the  
defendant all the profits, I kept some.

30

(T: H 1214, chit for total of \$31,300.00).

The chit was done by me, can't say where.  
When the defendant took the sum of \$1000 I  
did not make any chit; when he took \$23,000 again  
I did not make a chit. I also made no chit  
for sum of \$300. On 9/3/73 he took \$7000.  
I made the chit on 27/3/73 and I printed the  
3 sums \$1000, \$23,000 and \$300 and totalled  
them and I realised he had taken \$7000 on  
9/3/73 so I instead of printing it on same  
chit I wrote it; all the dates were written by  
me on 27/3/73. I am telling the truth. I  
could remember the dates; I can remember the  
name of any employee, we had over 100 of them.  
I have no intention of writing an amount more  
than what he took, if I did I could state  
any amount I liked.

40

(T: H 1212 chit at the top).

I remember he took \$500 on 11/4/73 and on 18/5/73 he took \$300, on 11/5/73 he took \$500 and on 25/5/73 he took \$600; the chit was made on 25/5/73 and all the dates were written by me on the same day. I could remember all these payments on 25/5/73.

(T: H 1209 chit of 8/8/73, 14/8/73).

10 The Chinese characters on the top is "Leong", to show money was taken by the defendant; sometimes employees also took money from me, \$10 to \$50. I seldom had the opportunity of writing the name of my husband, so I thought it was a good opportunity to practice writing his name so on the chit sometimes I wrote his surname. On 8/8/73 he took \$6000 but I did not make a chit and the amount \$6000 below \$3000 refers to the \$6000 he took on 8/8/73. The Chinese character at bottom is "month of August".  
20 (T: So your summary at p.1201 is wrong to extent of \$6000 on 14/8/73). Yes it is a mistake, on 14/8/73 he took only \$3000. Summary prepared by my son, I did not check. I have said I seldom asked deft. the purpose for the money.

(T: The handwritten figure at bottom of the page).

30 It is my handwriting. On 27/8/73 the deft. took \$8750.00, see the chit above the writing, in order to make sure whether this sum of money was taken by deft. for the houses I worked out the sums payable for the houses by writing in pencil the 3 sums of money below the chit, the \$1635.57 was for No.19 Jalan Mariam, \$1804.10 for 36 Belmont Road and \$5280.00 for 19 Jalan Mutiara and the total is \$8717.57; normally when I paid him money for the houses I gave him in round figures, so I believe the \$8750 was for the houses. Yes after I had pasted  
40 chits on p.1209 I did the calculations. The sum of \$8750 was rather unusual amount and I remember the sum for 19 Jalan Mariam must be paid not later than the 12th of the month and grace allowed was up to 18th; payment for 19 Jalan Mutiara was due before 5th of the month. May be in a hurry I did not write the numbers of the houses on the chit. Yes I say the \$8750 was for the houses.

50 (T: Your evidence p.52 N/E in respect of G 1106, chit 27/8/73 payment for No.36 and 19 J.Mariam on 27/8/73 to Neo Tai Hock).

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Sometimes when I paid money to defendant for the houses he did not make the payment. Sometimes I asked Neo Tai Hock if he received any money for the houses, if Neo told me he did not receive any money from the deft. I then gave the money to him to go and pay. What I say is true. Not true the deft. did not have to get the money from me. Not true Neo got the money from the defendant. I remember on the morning of 27/8/73 between 11 and 12 noon I happened to ask Neo whether he had made payments for the two houses, he said he had not so I gave him the money. I can't remember if I confronted the defendant. 10

(continued)

(T: H 1209).

I have done in other instances to find out for myself what the money taken by the deft. was for, not done for the purpose of this case.

I deny I was trying to manufacture document to suit my case. Not true the defendant did not take any money from me. 20

(T: The handwritten chits in Bundle H, made out by cashier, defendant or his representative).

Yes the same system was followed as in the Emerald Room except that when Neo Tai Hock came to collect money from the cashier on behalf of the defendant the cashier would make out the chit and not Neo. Yes and Neo would sign the chit. When I take money from the cashier it would be from the Chief Cashier and he would keep a record of it and sometimes I would sign the chit; the chit is in name of Mrs. Neo. The handwritten chits were not to be destroyed after checking. 30

Adjourned to 10.30 tomorrow.

Sd. F.A.Chua

27th November  
1979

Tuesday, 27th November, 1979

Cons. Suit Nos. 399/76 & 3744/76 (contd.) 40

Hearing resumed.

P.W.2 - Foo Tiau Wah - o.h.f.a. s(in Hainanese):  
XXd. by Mr. Tan (Contd.)

(T: Chits prepared by cashier).

All the chits made by me are in HO. The cashier might have made some chits without giving them to me. The chits of money taken by me are in HO 1205; I seldom took money from the cashier. At the most there were one or two chits prepared by the cashier. Yes there is one chit of money taken by me which is not in HO, it had been destroyed. I don't agree the chits prepared by cashier should have been destroyed after checking by the defendant. I deny these chits were collected by me from the cashier's table when I visited Skillets. I was the treasurer, the business was mine, I was in charge of the money, I must keep all the chits prepared by the cashier, how could I throw them away or destroy them.

In the High Court of the Republic of Singapore

Plaintiff's Evidence  
No.14  
Foo Tiau Wah [sic]  
Cross-Examination  
27th November 1979

(continued)

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20

(T: The time you spent at Emerald Room and Skillets - 39 N/E "In the morning .....or longer").

During the period Sept.1971 to May 1974 I was a partner in Foto Century. At first it was a photo studio and in 1967 cameras and radios were sold. I was not an active partner in Foto Century in 1971.

(T: Bundle L. p.339 Partnership Income Tax Return for year of assessment 1972).

30

Yes Ong Ah Nam is my father-in-law; Foo Teow Geh is my youngest brother; Foo Hei Wah is myself. (T: You were described as an active partner). As a matter of fact I was not an active partner; the form was filled by someone, yes I signed it, I was asked to sign. The deft. brought the form to me and asked me to sign and when I asked him what it was he said it had something to do with income tax and he also assured me that he would not have my head chopped off if I signed it.

40

(T: p.338 - year of assessment 1973, you were described as an active partner).

No, I was not an active partner in 1972. Yes I signed the income tax return, at request of defendant. Defendant told me not to ask so many questions; he said it had to do with income tax and asked me just to sign it. I noticed my name and the names of the two other partners in the form and I knew it was in respect of Foto Century; but I did not know if business made a profit or loss.

50



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(continued)

(T: Caroline business).

I was a partner; it was a hair-dressing  
saloon. Not an active partner in 1972.

(T: Bundle L p.330, year of assessment  
1973).

My other partner is Tan Boon Kim; she is  
the daughter of my elder sister; yes Tan Boon  
Kim is also known as Caroline. (T: You are  
described as an active partner). I was not an  
active partner. One Mr. Kwek audited the  
accounts; I don't know if he filed the  
return. I can't say if it was prepared by  
Kwek. Kwek is a friend of defendant; he  
audited the accounts of Caroline and Foto  
Century.

10

I deny I attended to the business of  
Foto Century and Caroline. I deny the business  
of Emerald Room and Skillets were managed  
by the defendant and not by me.

Yes I said defendant took charge only  
of the external matters of Emerald Room and  
Skillets. Defendant told me he would take  
charge of the external affairs and I the  
internal affairs. I agree it was necessary  
for someone to take charge of external affairs  
but it was not as important as the internal  
affairs.

20

(T: The quarrel you had with defendant  
in April, 1974 - p.41 N/E).

I don't remember the date in April. I  
can't remember if there was only one quarrel  
in April. There was only one incident in  
April when he slapped me. Yes I said the  
quarrel was over money, he asked me if I had  
given money to relatives. The defendant did  
not ask me if I had given any money to Lim  
Joo Cheng, he did not ask me that day but on  
another occasion, can't remember in which month.  
I deny that defendant asked me this during the  
incident in April. Not true as a result of  
this the defendant had a quarrel with me. Not  
true it was because the defendant suspected  
that I was having an affair with Lim Joo Cheng.

30

40

To Court: The defendant had never accused  
me of having an affair with Lim Joo  
Cheng).

(T: Why should defendant say he would put  
you to shame if you went to the Emerald  
Room?)

The business of Emerald Room was run by me and he would put me to shame by having a quarrel with me in the presence of the customers in the restaurant.

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The defendant did slap me.

Plaintiff's Evidence

(T: Your divorce petition in Divorce 956/77, you alleged cruelty, that on 10th April 1974 the defendant assaulted you).

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10 Now I can't remember. Perhaps 10th April 1974 was the date.

(T: You said the cause of quarrel was because you asked defendant why he came home late and he replied that he had just had a lovely time with a girl and it was none of your business).

(continued)

That is correct.

20 (T: When you remonstrated the defendant brutally assaulted you and drove you out of the house).

That is correct.

(T: This is an entirely different version from the one you gave to the Court at p.41 N/E - which is the correct version?)

The version given in the petition is the correct one. I deny neither the version is correct.

30 (T: The correct version is that defendant accused you of having an affair with Lim Joo Cheng and he asked you if you had given money to him and there was a quarrel).

That is not true.

Not true the defendant did not lay his hands on me in April or at anytime.

Not true the defendant told me not to go to the Emerald Room again otherwise he would put me to shame by publicly accusing me of having an affair with Lim Joo Cheng.

40 After this incident I did go to the Emerald Room up to 30th April 1974 and after that I stopped going.

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(continued)

(T: You said at p.41 "Between the incidents of April and May I did not go to the Emerald Room").

In that case that statement is not correct.

(T: May 1974 incident - p.41 N/E).

Now I remember this incident was on the 26th May, 1974. It took place at No.19 Jalan Mutiara. It took place when I was about to walk out of the bedroom. I can't remember if it took place inside the bedroom or outside the bedroom.

10

Correct the defendant came back when I was about to leave the house. Not true the defendant saw my handbag on the table; I was carrying it. Not true he opened the bag to see if there were any contraceptives, what is it? Not true a quarrel started over this. Not true the deft. accused me of having an affair with Lim Joo Cheng and Lim Meng Hong. He did take the keys from my handbag and the diary and some foreign currency. Not true he told me not to go to the Skillets otherwise he would publicly accuse me of having an affair with these two persons. He did slap me.

20

Yes after 26th May 1974 I stopped going to the Skillets.

Yes in 1973 I had quarrel with the defendant over our eldest daughter. (P.42 N/E). Yes the defendant did not like the boy; yes the boy was a bandsman playing at the Shindig Night Club. Yes our daughter eventually married this boy with my blessings. I don't know if the marriage has failed. Yes they are not living together; he is in Taiwan and she is here; occasionally they visit each other; he would come from Taiwan or she would go to Taiwan.

30

(T: No.44 One Tree Hill).

Not true it was defendant who told me of this property. Not true the defendant told me of his intention of buying this property in my name but the property to be his. Yes it was purchased in 1963; not true purchased with money from the defendant; it was my money. The money was savings from my sideline business exclusively. I agree the defendant did everything with regard to the purchase of

40

this house; I am illiterate. I did not know of the loan from the Chung Kiaw Bank. The mortgage was executed not in 1963; I gave him \$10,000 for this house, the first payment. Then I gave defendant \$12,000; after sometime I gave defendant \$20,000. I remember sometime in February, 1963 I gave him \$10,000, first payment; 2nd payment in May 1963 \$12,000; 3rd payment in July 1963 \$20,000; that was all. The cost of house was \$39,000 odd less than \$40,000. (S: Where is the mortgage? T: We will make an official search). The Defendant did not tell me that this house was mortgaged on 31st July 1963 for \$20,000. The defendant did not tell me that the house was to be mortgaged for a loan; I did sign the purchase agreement. As far as I remember no lawyer explained to me about a mortgage in 1963. Yes I went to the office of Mr. Murugason to sign a document in 1963, he did not tell me it was a mortgage. Not true I knew nothing about the purchase of this property. I asked him to buy the house; I needed a house badly and I saved every cent to buy it, many people laughed at me for not having a house. Not true the defendant repaid the mortgage. Not true the whole purchase price was the defendant's own money; all my money. I don't know this mortgage was repaid on 6th August, 1971.

Yes I knew there was a mortgage of this property to the Chung Kiaw Bank in March 1972 for \$80,000.

The title deeds were all the time with the defendant.

Yes the mortgage for \$80,000 was for Shamrock Hotel; that was what he told me, but I objected. I thought the business of Shamrock was no longer in existence in 1972. Yes eventually there was a mortgage to secure the account of Shamrock Hotel with Chung Kiaw Bank. Yes the Shamrock Hotel account was operated solely by the defendant. Yes I had no authority to sign any cheque on this account. Not true I executed the mortgage voluntarily. I objected but defendant insisted. I deny I executed the mortgage voluntarily because I knew it was the defendant's property.

I remember I received a request from Property Tax Dept. to pay a sum of more than \$5000, can't remember for what period; it was for No.44. I don't know whether the defendant paid the property tax up to end of 1975 but I received a notice to

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(continued)

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(continued)

pay the \$5000 in 1975 or 1976.

Adjourned to 2.30

Sgd. F.A.Chua

Hearing resumed.

S: Bundle F p.1028 C - I tender the translation.

P.W.2 - o.h.f.a. s(in Hainanese):

XXd. (Contd.)

(T: Mount Sinai properties).

That is so both the properties were purchased in 1965. Yes the booking fee for No.42 was paid in 1965 but can't remember the date. Booking fee for No.56 was paid in 1965. We discussed the properties were to be bought in my name, not true they were to be his properties. He had always told me that whatever bought in my name belongs to me. Not true the purchase price for the properties were paid from defendant's own funds. The money came from my savings of my sideline business, none came from the Airport Rest. business. The completion of the purchase of these properties was in 1971, can't remember the date.

10

20

I knew that these properties were mortgaged to ACBC in December 1971. The title deeds of these properties were not in my possession. I don't understand about securities but the mortgage was to get a loan for Skillets. Yes I authorised defendant to sign cheques.

When these properties were purchased they were being built. When the buildings were completed the keys were given to me. Not true the keys were taken by the defendant.

30

Yes No.46 was let out from May 1972 to February 1976. I remember a friend introduced the tenant to the defendant, can't remember whose friend. Yes the defendant did all the arrangements as to its letting. The rent in respect of this house was sent to the Emerald Room. Sometimes the defendant showed me the cheque for the payment of rent, sometimes he did not. The rent was always paid by cheque; I don't know into which account the deft. paid the cheques. That is correct the defendant did not give to me the rents collected.

40

I can't remember in what month in 1973 No.56 was rented. All I can say is that it was rented in 1973 and 1974. Yes the arrangements were made by the defendant; I don't know who introduced the tenant. Rent was paid by cheques and they were banked by the defendant. That is correct the defendant did not give to me the rents collected.

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10 Yes the property tax for these two properties were paid by the defendant up to December, 1975.

Yes I said I sold No.42 because the bank was pressing for payment. That is true.

(continued)

(T: Bundle A p.120 - bank asked Skillets to reduce the debit balance for the first time on 11th January, 1978).

20 I was not aware of the letter sent to Skillets. Under the ACBC account the maximum amount allowed was \$100,000. I wrote to the bank asking for statement of account of Skillets; I instructed my lawyer Lim Chor Pee to write in 1976 but there was no reply and I was told the letter from my lawyer was not received. Again I instructed Lim Chor Pee to write again and there was a reply and the statement showed that \$103,000 was overdrawn. Someone from the bank rang me up at Caroline and I was asked to go to the bank the following day for a discussion. I did accordingly. I told the bank officer the  
30 business was not run by me and I also asked the officer if I could see No.42, I was told I could as it was in my name. Subsequently I asked a house agent to advertise the sale of these two houses. When the defendant came to know of it he stopped the sale. The letters of Lim Chor Pee are with my counsel. (S: They are not with me; I will write to Chor Pee).

40 Yes the sale of one of these two properties would be enough to pay off the bank. Yes I entered into contract of sale for the two houses. At that time I had a discussion with my eldest son about renting a space in Lucky Plaza to do business, so I intended to sell the two houses, to pay the bank and the proceeds of sale from the other house as capital for the business to be carried at Lucky Plaza. I went with Freddy Tan to have a look at the place; the rent was \$2.50 per sq.foot for the dining hall and \$1.80 for the kitchen. I  
50 intended to start a coffee house. The rent was too high and the location was not suitable so I did not start the business. Half a year after I was told the amount of rent, I decided not to do the

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(continued)

business. In 1976 the Lucky Plaza was under construction. I abandoned my plan in the middle of 1976 or end of 1976. Then one Mr. Yee recommended a space at the World Trade Centre. I went with Mr. & Mrs. Yee and Freddy Tan to have a look at the place. Eventually I did not open a coffee house there; I wasted \$2000. I abandoned this plan in 1977, can't remember the month.

Not true I had no plans to utilise the proceeds of sale. I even had plans drawn. Not true I sold the two properties to defeat the defendant's claim.

10

(S: Letters of Lim Chor Pee 1976 are Bundle C p.532, 533, 534, 539, 540, 541, 543, 544, 545).

(T: You have in fact entered into two binding contracts of sale in respect of these 2 properties?).

Yes. Yes the sales would have been completed if the defendant had not filed caveats.

20

(Letters of Lim Chor Pee in Bundle C referred to witness).

I can't say if these were the letters I was referring to, I take my counsel's word for it, I can't read the letters. I can't say if p.532 was the first letter. P.533 - yes I did instruct my solicitors to write it. Yes it was because there was no response to this letter that I went to see the bank. Yes when I went to the bank I found that the overdraft was \$103,000.

30

(T: Bundle A p.196 - you had instructed the house agent to put up the two properties for sale prior to 6th September, 1976).

Yes. Even in 1975 I went to bank to make inquiries about the overdraft and it was over \$80,000 within the authorised limit of \$100,000. Yes in 1975 the bank was not pressing for payment.

40

- Adjourned to 28th Jan. - 8th February, 1980. -

Sgd. F.A.Chua

Monday, 21st January, 1980

Suit Nos. 3999/76 & 3744/76

(part-heard)

Counsel as before.

Hearing resumed.

P.W.2 - Foo Stie Wah - o.h.f.a. s(Hainanese):

XXd. by Mr. Tan Kok Quan (Contd.)

10 (Tan tenders bank statement of International Airport Restaurant with Chung Khiaw Bank Ltd. for 1968 and 1969. Letter from bank to say records from 1960 to 1967 had been destroyed - Ex. D2. T: My learned friend has asked me for copies of our letters to the bank; I will supply them.)

20 (Tan tenders a certified true copy of the mortgage of 31st July 1963 in respect of 44 One Tree Hill, This is the mortgage which P.W.2 said she knew nothing about - Ex. D3.)

I went to Mr. Advani's office once or twice; this document Ex.D3 does not bear my signature; I did not see my signature. I was not told anything about a mortgage; Mr. Advani did not explain to me; it was not necessary for me to mortgage No.44.

30 To Court: Neo Tai Kim is my husband; Alwis is a friend of my husband. I did not sign a mortgage in the presence of my husband and Alwis.

Advani was engaged by my husband. I do object to Mr. Advani being called by the defendant to give evidence about Ex.D3.

(T: No.2 Grove Lane).

40 It is not correct it was my husband who came to know that this property was for sale. Not true it was the defendant who paid the booking fee; I paid it; yes he engaged the solicitors; yes the firm of Advani & Hoo. This property was not mortgaged. It was not mortgaged until 1973, yes the defendant engaged Advani & Hoo; yes all arrangement of the mortgage with the bank was made by the defendant. Yes I signed the documents in respect of the overdraft; I had to sign as the

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(continued)



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(continued)

property was in my name. No I did not give a mandate to the defendant to operate this account with the Malayan Banking. I did not give the mandate. I signed the cheques.

I remember property was bought by me in 1970, but the date of completion I cannot remember. I don't remember if it was 27/12/73. I can't remember if on same date it was mortgaged to Malayan Banking.

Not true the house was furnished by the defendant, it was not necessary. The house was let out in 1974 and only then it was furnished; I can't remember if it was renovated or not. Not true defendant took charge of the furnishing and renovation. I gave him the money for the furnishing and renovation. I made no chits in respect of the money I gave to defendant. 10

Yes the defendant paid the property tax. Yes the rent of this property was collected by the defendant from April 1974, to March 1976. I can't say into what account he paid the rents collected or the manner he utilised the rents collected; that is so I never asked him about it. I did occasionally ask him how much rent he received and whether he received it regularly. In reply he just said he had received it or he had not. It is correct to this day I have not asked him to repay me the rents he has collected. 20

Not true the purchase price was paid by the defendant out of his own funds. 30

(T: Bundle G p.1189, chit dated 13/7/70 for \$18,800.00).

Yes this chit refers to No.2 Grove Lane. When I handed him the money I asked him for which house he was going to pay the money and he told me it was for No.2 Grove Lane. At the bottom of the chit I had written "No.2" and at the top "house". I wrote "No.2" not the same day I made the chit but the following day or two days later; but I wrote "house" on the day the chit was made. I wrote "No.2" later because I did not ask him for which house he paid the money, but I asked him the following day or two days later. Yes I am saying I wrote "13/7/70" and "house" on the 13/7/70. Yes I punched "18,800.00" on 13/7/70. 40

(T: Any other chit relating to No.2).

Yes the chit dated 9/8/70. I wrote the date on the day the money was paid. I wrote "No.2" at the bottom, one or two days later. When I asked him for which house he was going to pay the money, he told me he would let me know after he had made the payment. What I said is true.

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The defendant did take these 2 sums of money from me.

10 (T: p.1187, chit 29/9/70).

I gave \$30,000 to the defendant on 29/9/70 for No.2 Grove Lane. Yes I printed the chit on 29/9/70. I wrote "Cash Leong" on the same day. I did not write "No.2" on the same day; I wrote it one or two days later.

(continued)

20 First of all if I wrote "No.2" on the 3 chits on same day I wrote the dates. I would have used the same pen but "No.2" was written in pencil on all the 3 chits. So the dates and the "No.2" were written on different days.

I deny these 3 chits were fabricated by me for the purpose of this case.

30 The house bought was the show house of that project. The No.121 was shown in the plan. I was told the number that would be given to this house was "No.2". I remember when I saw the plan I was told the house would be given the number "No.2". Yes up to October 1973 this property was known as "private lot 121".

(T: p.1090, chit 3/12/73 for \$15,830.00).

I printed this chit on 3/12/73; I wrote "No.121" and "Dec" written on the same day. It so happened I remembered this No. "121" was also given to this house.

(T: p.1075, chit 11/2/74 for \$2500.00).

40 I printed the chit on 11/2/74 and all the words were written on the same day. Yes I wrote a number, cancelled it and wrote "No.2". This chit refers to No.2 Grove Lane. I knew all along that this property would be known as "No.2" Not true this \$2500 was not handed to the defendant; I did hand it to him. I did hand him the money on 11/2/74; but whether he paid the money I can't say.

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(continued)

(T: p.1071 chit 12/3/74 for \$2500.00  
and \$2500.00).

Yes this chit is in respect of No.2  
Grove Lane and No.36 Belmont Road. I made  
this chit and wrote the characters on 12/3/74.  
I handed the two sums to deft. on 12/3/74,  
whether he paid the sums for the properties  
I do not know.

I deny all these chits were fabricated by  
me.

10

It is true I do not have any document  
in my possession relating to the purchase  
of No.2 Grove Lane. Not correct I had to  
write to the developers for the amount of  
the purchase price and the payments made.

(T: See some letters written by you in  
Bundle 2 concerning No.2 Grove Lane;  
p.229).

Yes I signed this letter. Yes I wrote to  
Registrar of Business to find out the name  
and address of Kris Investment Co.Ltd. and at  
p.230 I wrote to Success Enterprises (Pte)  
Ltd. This was done in 1977 and not 1974. I  
wrote on the advice of my solicitors.

20

Yes I had to write to the Bank about the  
account concerning No.2 Grove Lane. I knew  
the property was mortgaged to Malayan Banking,  
in Geylang.

I deny after I had obtained information from  
the bank and the developers I fabricated the  
chits.

30

(T: You said you had to refund rent  
deposit of \$7800 to tenant of No.2  
and you are now claiming a refund of this  
sum from the deft.; but you have not  
pleaded it.)

I did ask the defendant about this  
deposit; I can't remember when I asked. I  
can't remember if I had asked the defendant to  
refund this deposit to me. I did ask him after  
the tenant asked me to refund.

40

Not true the defendant told me that this  
property was to be purchased in my name but  
the property to belong to him.

(T: No.36 Belmont Road).

Not correct it was the defendant who came

10 to know that this property was available.  
Not true the def. told me that he was going  
to buy this property for the family house.  
I bought the house; both of us went to see  
solicitors. Not true it was the defendant  
who negotiated the loan of \$133,000.00 from  
Overseas Union Trust. Not true the monthly  
payments to Overseas Union Trust were made  
by the defendant; I handed him the money to  
make the payments.

Correct I have no document in my  
possession in respect of the purchase of this  
property. I left everything to him. That  
is so I had to write to the Overseas Union  
Trust and the vendors for the necessary  
details.

20 Yes in 1974 this property was mortgaged  
to Malayan Banking to secure the defendant's  
personal overdraft account. That is so I had  
no authority or mandate to operate this account.  
Yes the defendant made all the arrangements  
with the bank. Yes the defendant used this  
overdraft to redeem the mortgage to Overseas  
Union Trust.

30 Yes this property was let out from February  
1974 to October 1975. The rent was sent to  
Emerald Room; either the defendant used it for  
his own purpose or paid into his account with  
the bank. I can't remember if I had asked the  
defendant to refund to me the rents collected  
by him. Yes all property tax up to June 1975  
was paid by the defendant; in my name. The  
maintenance of the property was paid by the  
defendant out of the rents.

40 The defendant never told me of his intention  
to make alterations and renovations. In what year?  
I remember he asked someone to draw a plan; yes  
he showed it to me and we had a discussion with  
our eldest son. Yes the purpose was to use the  
house as a family house, but the cost was too high  
and the plan was shelved. Yes architect fees of  
10% had to be paid; whether paid or not I don't know.  
I can't quite remember but it was \$200,000 or  
\$300,000. I don't know if the architect fees  
were paid by the defendant. I did not give him  
any money to pay the architect's fees.

50 (T: Bundle G, the chits - p.1182, chit  
at bottom left hand corner \$19,000.00  
against date 3/5/71 and \$38,000.00 against  
date 25/7/71).

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(continued)

These two sums were in respect of No.36. I asked him to what house the sums were for; I can't remember when I asked. Those sums were paid on the dates shown. Yes there was a sum of \$2000.00 in the chit; I can't remember the circumstances this sum was handed to the defendant; it was handed to him at home; I did not make a fresh chit for the \$19,000.00 and \$38,000.00. May I explain? The sum of \$10,000.00 was handed to deft. on 19/4/71 for No.19 Jalan Mutiara, on that day I did not print a chit. On 30/4/71 I handed to defendant \$25,000.00 for No.19 Jalan Mutiara and on that day I printed the chit including the \$10,000.00 making a total of \$35,000.00. On 3/5/71 the defendant asked for \$19,000.00 to pay for No.36 so I gave him the money, handed to him at home. After receiving the money he left the house and I wrote the \$19,000.00 on the chit prepared on 30/4/71 and I also wrote the total of \$54,000.00; I can't remember the date I wrote the sum of \$2000.00. The sum of \$38,000 was handed to deft. on 27/5/71 and I wrote the amount and the date on this chit. I can't remember when I wrote the number of the house on chit. It did not matter if I made another chit or not; it was a matter between husband and wife; it was a matter of trust; otherwise I would have issued him cheques.

10

20

These two sums were handed to defendant. Not true this chit was tailored after information was obtained from the bank and the vendor.

30

- Adjourned to 2.30 -

Sgd. F.A.Chua

P.W.2 - o.h.f.a. s(in Hainanese):

XXd. by Mr. Tan ( Contd.)

(T: p.1163 Bundle G - chit of 25/7/72 for \$7000 and \$1000).

Yes the \$1000 referred to No.36; the \$7000 referred to No.19 can't remember whether Jalan Mutiara or Jalan Mariam. The chit was made at home on 25/7/72. I remember he told me the \$1000 was for repairs.

40

(T: Chit for total of \$33,000).

Yes two dates there 14/7/72 and 26/7/72.

The chit was made on 26/7/72. I did not ask him for what purpose he wanted the sums.

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On 14/7/72 the defendant received two sums \$11,000 and \$10,000. That day I did not make a chit. On 26/7/72 when he received another \$12,000 I made the chit including the previous sums. For these 3 sums I did not ask him the purpose he wanted the money for whereas for the two sums on 25/7/72 I did ask him the purpose, that is why I made another chit. The \$1000 was handed to the defendant.

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10

(T: p.1154 - chit of 10/10/72 for \$3,300).

(continued)

This chit relates to No.36. I can't remember what this sum was for. I can't say if it was not used to pay instalment to O.U.T. This sum was handed to defendant.

20

(T: p.1114 - chit of 30/7/73 for \$1804 and \$16,355.57).

Yes the \$1804 was for No.36. Can't remember on what date I made this chit. I wrote "19, 36, No. " on 30th July 1973. I drew the arrows later on, can't remember when, not for the purpose of this trial.

30

I can't remember if the mortgage to O.U.T. was in June 1971; I can only remember it was in 1971. I remember the amount of instalment was \$1804 but I can't remember if it commenced in June 1971. Yes the \$1804 on chit of 30/7/73 was for instalment to O.U.T. There are many chits in this bundle, I am not sure if this chit is the first chit I can produce of payment of instalment to O.U.T. (T: In examination-in-chief you produced it as the first chit). I can't remember. I paid the deft. the money to pay the instalments but I have no other chits. Not true the instalments from June 1971 to June 1973 were paid by the defendant from his own funds; not true all subsequent payments were also paid by defendant out of his own funds.

40

(T: p.1106 - chit of 27/8/73).

Yes there is a sum of \$1804. I handed that sum to Neo Tai Hock. Neo did not all the time bank the cheques. In fact I handed to Neo Tai Hock \$3500 to pay for house No.19 J. Mariam and house No.36. Neo paid total of \$3640.57; the sum of \$201 was paid for interest on house No.36; so subsequently

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(continued)

I paid him back the difference of \$140.57. Not very sure but I think this chit was made by Neo Tai Hock; the date, and Nos. of the houses written by me. Not correct this chit made out so that Neo Tai Hock could collect the \$140.57 from the cashier of Emerald Room. I remember I gave \$140.57 to Neo from my handbag. The sum of \$3500 was handed by me to Neo Tai Hock, not true handed by the cashier of Emerald Room.

10

(T: p.1101 - chit of 19/9/73).

The sum of \$3608 referred to No.36 and the sum of \$1635.57 to No.19 Jalan Mariam. I made this chit on 19/9/73. I handed the two sums to Neo Tai Hock, I think, not 100% sure. I did hand this money to Neo Tai Hock. Not true the \$3608 was paid by defendant out of his own funds.

(T: p.1097 - chit of 19/10/73).

I made this chit on 19/10/73. I wrote the Chinese characters on the same date. The No. of house written one or two days later. I did not write "No.36" for the purpose of this trial. (T: The writing in ink refers to No.19 J. Mutiara). The "19" refers to the day of the month and not the number of the house. (T: In all your chits where you have written in Chinese the date, you have written only the month and not the day of the month). I cannot remember. (T: What was written was "No.19" not the date). It refers to the day of the month. I handed the \$1804 to someone, not sure who. I did hand it to someone. Not true the instalment for that month was paid by the defendant out of his own funds.

20

30

(T: p.1093 - chit of 17/11/73).

I can't remember who made this chit but the date and the numbers of the houses written by me. This chit could have been made by Neo Tai Hock. Not true it was made by Neo Tai Hock so that he could get the money from the cashier of Emerald Room.

40

(T: p.1079 - chit of 5/1/74).

I think this chit was made by me. The date and the Chinese characters written by me. I wrote the Nos. of the houses, written on the same day on 5/1/74. Yes I said the sum of \$5280 was for No.19-Jalan Mutiara and the sum

of \$1635.57 was for No.19 Jalan Mariam and the sum of \$1804 was for No.36. I handed these sums to someone, can't remember to whom.

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(T: On same page chit of 10/1/74. Chit has two dates, 10/1/74 and 6/1/74).

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10 I can't remember who made this chit. Could have been made by Neo Tai Hock. I wrote the two dates; I wrote the Nos. of the houses. I can't remember whether the Nos. of the houses were written on same day when money was handed or the following day. On 10/1/74 I paid out 2 sums - \$1804 and \$1635.57. On 6/1/74 I paid \$5280. I can't remember to whom I handed those three sums. \$1804 was for No.36; \$1635.57 for No.19 Jalan Mariam and \$5280 for No.19 Jalan Mutiara. Yes the sums were for the monthly mortgage instalments.

(continued)

20 (T: Five days earlier you handed a similar sum in respect of No.36 on 5/1/74 - sum of \$5280).

30 I was told that the instalments for these 3 houses for December had not been paid. When I paid the money for the month of January 1974 I was also told the instalments due for December 1973 had not been paid. A few days later when I had the money for the instalments for December 1973 I then paid, I handed the money to someone to go and pay. I can't remember if in December 1973 I handed the instalments to anyone to go and pay. The Defendant did not in Dec. 1973 pay the December instalment for No.36 out of his own funds, otherwise I would not have paid it in January 1974. Not true I do not know anything about the payment of the instalments in respect of No.36.

(T: p.1075 - chit of 6/2/74).

40 I made this chit. Yes total sum of \$9415.57. The sum of \$5280 was for No.19 Jalan Mutiara, \$2500 was for No.36 and \$1635.57 for No.19 Jalan Mariam. I handed the sum of \$9415.57 to someone, can't remember to whom; I think handed on 6/2/74 (T: The previous sum for No.36 was \$1804, this was for \$2500). This sum of \$2500 was paid to Malayan Banking at Geylang, the sum of \$1804 was paid to O.U.T. I did hand over the \$2500 in respect of No.36. (T: There was requirement for the payment of \$2500 in February 1974). The defendant told me the sum of \$2500 had to be paid to Malayan Banking.



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(continued)

(T: p.1071 - chit of 12/3/74 for  
\$2500 and \$2500).

Yes, for No.36 and No.2 Grove Lane. I  
made this chit, on 12/3/74. I handed the money  
to someone, can't remember to whom. I did  
hand these sums to someone. Not true it was  
defendant who paid out of his own funds.

(T: p.1066 - chit of 17/4/74 and  
22/4/74).

I can't remember who made this chit. The 10  
characters and dates written by me; I can't  
remember on what date I did this. Yes I said  
\$1681.27 was for No.19 Jalan Mariam. Yes  
I said on 22/4/74 I handed two sums \$5000  
for No.36 and \$1681.27 for 19 Jalan Mariam.  
I handed these sums to someone, can't remember  
to whom. I did hand that sum of \$5000 to  
someone. (T: There was no requirement of  
payment of \$5000 in respect of No.36 on 22nd 20  
April 1974 or thereabouts). We had an overdraft  
so every month we had to pay the instalment  
whenever I had the money.

Not true all the purchase money for No.36  
was paid by the defendant out of his own  
funds. Not true when the property was  
purchased he told me the property was to be  
in my name but it was to belong to him. I deny  
I agreed to that.

- Adjourned to 10.30 tomorrow.

Sgd. F.A.Chua

30

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Contd. Cons. Suits 3999/76 and  
3744/76 & S.637/77

Hearing resumed.

P.W.2 - Foo Stie Wah - o.h.f.a. s(in Hainanese):

XXd. (Contd.)

(T: 19 Jalan Mariam)

It is not correct that it was defendant  
who first knew that this property was for sale.  
Not true defendant paid the booking fee of 5% 40  
and the balance of 5% making a total of 10%.  
Yes this property was mortgaged to the United  
Overseas Finance for a housing loan. Yes the

arrangement for this loan was made by the defendant; because I was illiterate; it was not he who instructed lawyers to act for me; it was Harold Tan who recommended to me the solicitors; both the defendant and I went to see the lawyers. Not true the defendant went alone. Yes I knew that processing fees had to be paid for the loan; I do not know how much; either he took the money from myself or from the business of Emerald Room to pay for the fees. Yes I knew there were lawyer's fees and disbursements to be paid; I can't remember if he took the money from me or the Emerald Room to pay for the fees and disbursements. I can't remember if the purchase was completed in May 1972; I can remember it was in 1972. No furniture was bought, it was let out vacant. (Tan after consulting client; she is correct).

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(continued)

20 Yes the house was let, up to 1975 and then to another tenant up to now. The rent was sent to Emerald Room; if I received the rent I handed it to the defendant; I don't know whether he used it or put it into the bank. Yes the property tax was paid by the defendant, on my behalf. I can't remember if I have asked deft. to refund to me the rents collected by him.

30 The monthly repayment for the loan was not paid by the defendant; I handed the money to George Tan, Edward Tan or the defendant.

(T: Bundle G - p.1142 - chit of 17/2/73 for \$1650).

40 I made this chit but I can't remember to whom I handed the money. Not sure if it was for the monthly repayment for No.19 Jalan Mariam. I can't remember everything; I am not feeling well now. (To Court: But I can continue). The monthly instalment was \$1635.57. When I handed money to the people I mentioned I would hand over in round figures usually more than the amount to be paid; yes sometimes I gave \$1650.

(T: p.1136 - chit of 19/3/73 for \$1635.57; you have not given evidence on this chit in your examination-in-chief).

50 That is correct. A cashier wrote this chit, cashier of Emerald Room. Either I gave the money to the defendant or the cashier and then the cashier wrote this chit. I don't think I myself made a chit for this payment; since a chit was made

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(continued)

by the cashier I did not make another chit.  
Definitely the money was for Emerald Room;  
either I handed the money to the cashier or  
to the deft. who in turn handed it to the  
cashier.

(T: p.1114 - chit of 30/7/73).

I have told Court that I could not remember  
to whom I handed the money, either to George Tan  
or Neo Tai Hock or the defendant.

Edward Tan is the son of my elder sister. 10

I handed over more than \$3439.57. I did  
hand over the money to one of those persons  
I mentioned.

(T: p.1106 - chit of 27/8/73).

I did hand over this money to Neo Tai  
Hock.

(T: p.1101 - chit of 19/9/73).

I did hand over this sum of money. I  
remember I handed over the money to Neo Tai  
Hock in the presence of George Tan. 20

(T: p.1097 - chit of 10/10/73).

I can't remember to whom I handed the  
money. I did hand over this sum of money.

(T: p.1093 - chit of 17/11/73).

I did hand over the money.

(T: p.1079 - chit of 5/1/74 & 10/1/74).

I did hand over the money.

(T: p.1075 - chit of 6/2/74).

I did hand over the money.

(T: p.1071 - chit of 7/3/74). 30

I handed the money to one of the 4 persons.  
I did.

(T: p.1066 - chit 17/4/74, 22/4/74 -  
payments of \$1681.27 and \$1681.27  
5 days apart).

Two payments, perhaps because the payment

for March was not paid. (T: According to your payment for March was covered by chit at 1071 dated 7/3/74). If that is the case, in order to save interest I made 2 payments in one month. I did hand over the money.

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10 Not true the defendant told me the property was to be purchased in my name but the property was to belong to him and I agreed to it.

Not true all the sums set out in the chits were paid by the defendant out of his own funds.

(continued)

(T: The acknowledgment of trust - Ex.D.1. Your evidence on it at p.62 of the Notes of Evidence (read to witness "I went to the defendant's solicitors....63... pieces of blank paper").

20 Yes I said I went to England in February or March 1973. It was in March 1973. I can't remember the date, beginning of March. I have to go back and look for my passport. If I can find it I will produce it. That was not the first time that I went out of Singapore; I had gone out of Singapore a few occasions before March 1973; I can't remember if on any of those occasions the defendant had asked me to sign blank papers before I left. I had also signed blank papers at the request of the defendant on  
30 other occasions prior to March 1973 for the purpose of income tax; I had done so but I can't remember on how many occasions. He did ask me to sign on blank pieces of paper prior to March 1973.

40 Yes I said when I signed the 3 pieces of blank paper they were larger than the piece Ex.D1, how much larger I can't tell; the three sheets were overlapping each other when they were handed to me. Yes I could see the sheet on the top. So long ago I really can't say how much larger.

To Court: That is so I did not pay much attention to the size of the papers.

Yes the defendant told me it was for income tax purposes. I asked him what kind of income tax; he said "You don't know anything about income tax, why ask?".

Yes I have signed Income Tax Returns prior to

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(continued)

March 1973; I have only signed once at home. What I meant was on one occasion I signed the form at home, I have signed the forms also at Emerald Room. On the occasion at home I got Foo Boon Leong to explain the contents. On other occasions the contents not explained to me. Yes I signed forms; I also signed blank papers before 1973, together with the Income Tax Return forms. I asked the defendant about the blank papers and defendant said they were for income tax purposes. 10

When I signed the 3 blank papers Ex.D1 there was no Income Tax Return form. Yes I asked the defendant what happened to the form and he said since I was going out of Singapore why should I ask about the form. I again asked defendant for what purpose he wanted me to sign the blank pieces of paper and he replied he would not get my head chopped off.

'I am not telling a pack of lies. 20

(T: What in fact happened was this. On 12th Septe. 1973 at about 2.30 p.m. the deft. came to the Emerald Room with a person called Wee Kia Lok. Wee was brought by deft. to a table in a room to the rear of the restaurant. This was the room just beside the bandstand. The deft. then brought you to see Wee in this room Wee then produced Ex.D1 in duplicate. Wee then....D.1 was in the form as it appears without your signature. Wee then explained to you the contents of D1 in the following terms. This documents says that you are the defendant' kuasa nang in respect of the 6 houses and he gave you the numbers of the houses and he also said that you were the kuasa nang in respect of Skillet's Coffee House. Then Wee told you if this was true you could sign the document and if this was not true you don't have to sign it. You then thought about the matter for one or two minutes and you then asked the defendant for his ball pen, defendant handed his ball pen to you and you voluntarily signed Ex.D1 in duplicate in the presence of defendant and Wee. As you were signing the document in duplicate you said in Hainanese the following words or words to this effect: "I Foo family am not greedy after Neo family property." After signing you handed the documents to the defendant and they both then left Emerald Room with the documents. Wasn't that what transpired?). 30 40 50

100% not true, I spoke to Wee Kia Lok face to face. I knew Wee Kia Lok but I have not spoken to him; when we met I just greeted him by nodding my head.

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(T: There is another incident leading to D1 which I will relate. About 1 or 2 nights prior to 12th Sept. 1973, at about 1.30 a.m. did you have a telephone conversation with one Lim Joo Cheng?)

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No.

(T: It was then raining very heavily, the deft. just arrived home and he heard a ting noise from the extension telephone; he then picked up the extension phone and overheard your conversation with Lim Joo Cheng. The conversation was in mixture of Cantonese and Teochew and it was to this effect. Lim asked you if you had enjoyed having sexual intercourse with him and you replied he was very skilful in love making).

20

(continued)

How can it be said over the telephone such things.

(T: And Lim asked you if you had taken the pills given by him to you).

All bullshit.

(Court stops Tan).

(T: As result of overhearing this conversation the defendant went to see Wee Kia Lok).

30

All not true.

(T: Bundle I. I produce the originals of the paying slips of Emerald Room, payment to Chung Khiaw Bank. I have photostat the ones which I considered material. Box of paying slips Ex.D4 and photostat copies of paying slips Ex.D4A).

(T: D4A p.1 - paying-in-slip for 2/1/70; Bundle I p.1481 - chit 2/1/70).

40

I can't remember who printed the chit. I don't know into which bank account the sums were paid. I have not seen the paying slip at page 1. I have not seen any paying slip.

The Emerald Room had a few bank accounts, one with Chung Khiaw Bank, one with Asia Commercial

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Bank and defendant had his personal account. The collections of the Emerald Room were handed by me to George Tan, Neo Tai Hock or defendant but I do not know into which bank account they paid the money.

The chit of 2/1/70 - most of the figures wre amounts on cheques. They do not represent the takints of 2/1/70; we might have received payment by cheque before 2nd January 1970. I instructed them to bank the sums shown in the chit, but into what bank they banked I do not know. I can't say if they banked all sums that day. Yes I told them to bank the total of \$10,057.80. Yes it is for them to decide into which bank the money was to be paid in. Only cheques were banked in not cash. Cheques were kept until the following day and they were banked.

10

Adjourned to 2.30

Sgd. F.A.Chua

20

Hearing resumed.

P.W.2 - o.h.f.a s(in Hainanese):

XXd. (Contd.)

(T: Bundle I p.1481, chit of 2/1/70).

The sums may be banked on the same day but the cheques might not be received on the same day. The whole was supposed to be banked on the same day but I don't know if the defendant did that or not. I can't say if money was banked all into one bank or into one or two banks.

30

None of the sums in chit 2/1/70 was cash.

(T: Chit 13/1/70, item with Chinese character "cash" against \$2000).

This sum of \$2000 was handed to one of the 4 to be banked. Yes the cash was meant to be banked. Yes in the normal course of business it should be banked the same day. Yes this would be the position as regards the other cash in the chits in Bundle I.

(T: Bundle D4a p.1, compare with chit 2/1/70, the sums are different).

40

I have said the sums might have been banked not into Chung Khiaw Bank but into the other banks. Perhaps the cheque paid into Chung Khiaw

Bank on 2/1/70 were cheques received by the defendant's business, Century Radio, yes Foto Century at Killiney Road below Caroline.

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10 Foto Century is under the name of Ong Ah Nam; it belongs to my husband. I don't know if Ong Ah Nam is defendant's nominee. Yes Ong Ah Nam is my younger sister's husband. Yes I am a partner of Foto Century. Yes Foto Century has nothing to do with the defendant but the business, selling radio is registered under the name of Ong Ah Nam has something to do with the defendant; cheques were handed to the defendant.

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20 To Court: Foto Century was a photo studio at one time and it was registered in the name of myself, my younger brother and Ong Ah Nam. This business closed down and a business of selling radio took its place under another name. This new business has something to do with the defendant and it is registered under the name of Ong Ah Nam but I do not know the name of this new firm.

(continued)

(T: This business is still known as Foto Century).

No, different name. Not true I am a partner.

The business of Foto Century was terminated and the premises handed to Ong Ah Nam and defendant.

30 To Court: Foto Century ceased business in 1976 or 77.

Foto Century commenced business in 1966 and terminated in 1967 or 1968, or end of 1967. I made a mistake when I said earlier "1976 or 1977".

40 In 1969 I received \$500 p.m. from my younger sister as rent of the business dealing in radio. I received the rent in one lump sum of \$6000 per year, from my younger sister; Ong Ah Nam is the husband of my younger sister who has no share in the radio business.

(T: Bundle L p.344 - partnership return for year of assessment 1967 regarding Foto Century and it shows 3 partners - Ong Ah Nam, Foo Teow Chek, Foo Hie Wah; return explained to witness).

I have not seen this before. I was not shown this by the defendant or my younger sister.



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(continued)

(T: p.343 Returns for 1968 showing 2  
partners, you have withdrawn; p.342  
Returns for 1969, you are back again as  
a partner showing a loss.)

My name was not withdrawn until 1976.

The Returns were prepared by one Mr. Quek  
under the instructions of the defendant. I  
did not know my name was included as a partner.

I received a sum of \$6000 in 1970 for the  
year of 1969, not share of profit but rent. 10  
In 1971 I also received \$6000 for the year  
of 1970. 1972, 1973, 1974 I received.  
Altogether I received for 6 years. From 1970  
to 1975 I received \$6000 each year. My name was  
withdrawn in 1976.

In 1967 Ong Ah Nam took over the place  
and did business in radio and cameras and  
defendant has a share in it and it was run not  
under name of Foto Century but another name.

(T: Bank Returns were made by Foto  
Century). 20

All prepared by Mr. Quek. The signboards  
of Foto Century was not removed.

(T: The returns show that you were drawing  
profits).

I know nothing about the profits. I did  
not receive a cent as profit. I only received  
the rent from Ong Ah Nam.

My name was not used by the defendant for  
the Foto Century business. 30

(T: Let us go back to the paying slips  
p.2 D4A dated 6/1/70 to p.10, not  
covered by any of the chits in Bundle I).

All I knew I handed cheques and money to  
defendant and it was up to him to bank them  
and into which account he banked them I do not  
know.

Adjourned to 10.30 tomorrow.

Sgd. F.A.Chua

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40

Cons. Suits 3999/76 & 3744/76  
Suit No.637/77.

Hearing resumed.

P.W.2 - Foo Stie Wah - o.h.f.a. s(in Hainanese)

XXd. (Contd.)

(T: Bundle I).

10 I knew that he is interested in the business of Regal dealing in radio, that is the business carried on in the premises of Foto Century. He also had a business known as Wisma Theatre. I am not sure that he had any other business but I was told... I don't know if he put the money from his other business into the bank account of Shamrock Hotel.

(T: You said yesterday the cheques in p.1 of D4A could be cheques from his other businesses).

20 We had a few bank accounts and the cheques were either handed to defendant or one of the employees to be banked. The cheques might be banked on the day I gave to one of them or later on. I do not know which bank they paid in the cheque. I do not remember if I said that the cheques in p.1 of D4A might be from his other businesses; as yesterday I was not feeling very well. (Court: You did say that). In fact I am not very sure.

(S: D4 not in the list of documents.

T: That is so. Bank statements are being obtained and will be produced).

30 (T: I put it to you that the chits in Bundle I were not made for the purpose of the banking in of the collection from Emerald Room).

40 I was in charge of the business and I asked one of them I have mentioned to bank the cheques and the chits are the records. The paying in slips Ex.D4 were never shown to me. The chits in Bundle I which I said were made by me were made by me; not true those chits in Bundle I were made by George Tan, or Neo Tai Hock or one of the cashiers for their own purpose of cross checking. Not true I then collected the chits and kept them.

(T: I have the daily cash sales record of the Emerald Room for years 1970-74. I have in Court the record for the month of December 1972 and have copies of them. I wish to say

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(continued)

that cash sales records were kept by the staff and the daily takings of cash and cheques and credit cards were checked against the daily cash sales. They are not in the list of documents; there are many documents.

S: My learned friend filed a list of documents. Since last hearing no application made to file further affidavit, no application for discovery. We have not seen them; not discovered either originally or during the adjournment. Surprise. Documents will have to be proved. 10

T: Plaintiff said she was running the business, then she should know the existence of the daily cash sales. In fact she should make the discovery saying they were once in her possession but no longer in her possession. We can call evidence to prove the documents. 20

Court: I will not allow them to be put in.

Yes the income tax of the six properties were paid by the defendant up to 1975 but they were paid out from the collections of Emerald Room. The income tax of Skillets was in my name, the defendant paid the income tax with the money from Skillets.

Yes the business of Regal is in the name of Ong Ah Nam but actually the business belonged to the deft. It does belong to the defendant. The defendant told me to make use of the name of Ong Ah Nam. He did tell me this. 30

(T: Registration of Skillets Ex.P.1 - P.13 - notice of termination which she said she signed (64 N/E) without knowing its contents).

I remember in 1975 the defendant asked me to sign something at No.19 Jalan Mutiara; I can't remember when I signed it. The defendant did not bring this document for me to sign; it was Janet who brought it to me. 40

To Court: Janet is my cousin, presently employed by the defendant. Janet asked me to sign it and I asked her why; either she told me it was for the licence or the income tax.

She did not tell me to which business it related to. I deny the contents of this document were explained to me. I deny I signed it voluntarily.

In the High Court of the Republic of Singapore

(T: The two properties at Mt.Sinai).

Plaintiff's Evidence

Not true the defendant told me these properties were to be bought in my name but the properties were his.

No.14  
Foo Tiau Wah [sic]  
Cross-Examination  
23rd January 1980

10 (T: You have made allegation that defendant had once lost on horse gambling).

20 Between 1953 and 1954 the defendant lost money in horse racing. Not true the defendant has never gambled; definitely he did on horses; someone came to seize his property but he had no property; he also borrowed money from those people (pointing to people in the gallery), from my younger sister; he pawned my jewelleries and my mother's jewelleries. What I have just said is true, I can swear.

(continued)

(T: Wisma Theatre - at p.126 of N/E you said he was not a partner but sole proprietor. I tender certified true copy from Business Names - Ex.D5 - from its inception there were 3 partners in December 1970).

I have never seen this document before. The business started on 6th February 1970. As far as I know he took in the partners in 1972.

30 (T: Bundle C p.501 - income tax return for year of assessment 1975).

I signed the income tax return once in 1974 and once in 1975 at No.19 Jalan Mutiara. Not true I only signed one return after the break-up at 19 Jalan Mutiara.

I remember in 1974 I was asked by Foo Boon Leong to sign an income tax return form. I deny he explained the contents to me; because defendant was there, Foo dared not explain.

40 (T: The adding machine at 19 Jalan Mutiara).

I deny there was no such machine at 19 Jalan Mutiara.

In the High Court of the Republic of Singapore

Plaintiff's Evidence No.14 Foo Tiau Wah [sic] Re-Examination 23rd January 1980

(continued)

RXd: by Mr. Smith:

(S: Foto Century).

In 1976 I went to consult Rikraj & Co. over the partnership of Foto Century. Messrs. Advani & Hoo acted for Ong Ah Nam and Foo Teow Chek, on the recommendation of the defendant. (Letter from Advani & Hoo - Ex.P5). My solicitors received this letter. I disputed their entitlement. Eventually we settled our differences and I was paid \$14,000 and I withdrew from the partnership. I originally put in capital into the partnership - \$50,000. I got back in all \$50,000 - \$14,000 plus the rents. 10

I have heard of the business Sharikat Malaysia carried on at the Airport. The defendant told me it was not his business but I heard from people.....

Last night I went through bundle D4A and Bundle I. My eldest son flagged the pages in D4A and made notes.

(S: p.1485 Bundle I, chit 2/2/70; and p.11 D4A). 20

The handwriting on the chit I don't know but it could be compared with the handwriting on p.11 of D4A. Of amounts in the chit some appear in the paying in slip - five cheques.

(S: p.22 of D4A and 1495 Bundle I - chit 11/4/70).

\$231.45 appears on both the chit and the paying in slip.

There are references in D4A which are contained in Bundle I. 30

(S: p.36 D4A, 1516 Bundle I chit 21/7/70 cash \$5000; paying in slip shows cash of \$4000 paid in).

I say the \$4000 cash paid in was for the \$5000 cash on the chit.

(S: p.19 D4A "Neo Personal").

I have not seen it before.

I am not sure how many accounts defendant had in the Chung Khiaw Bank. 40

(T: I am told the writing on p.19 D4A is "New Bridge Road" and not "Neo Personal".  
S: That is so.)

In the High Court of the Republic of Singapore

(S: The persons you handed the money to pay for the houses).

Plaintiff's Evidence

No.14

10 They were Edward Tan, George Tan, Neo Tai Hock and the defendant and occasionally to a cashier one Mr. Cheng; that was between 1970 and 1971. Between 1972 and 1973, Neo Tai Hock, George Tan and the deft. Between 1973 and 1974, mostly to Neo Tai Hock and also to defendant.

Foo Tiau Wah [sic] Re-Examination 23rd January 1980

(continued)

20 I know about Tan Siang Hin. He was an employee. In 1957-1960 I did the marketing; Siang Hin drove my daughter to school; don't remember in what year. Before 1964 I was living at Jalan Wangi; in 1964 I moved to One Tree Hill, No.44. Tan Siang Hin stayed with the family at Jalan Wangi; he did not spend the night there all the time. Tan Siang Hin also stayed at 44 One Tree Hill from 1964-69; he stayed there all the time; in the morning he sent the children to school and he also did the marketing together with Neo Ann Fook.

To Court: He did the marketing for the family and the business at the Airport.

30 At the Airport we had two types of cuisine - Chinese and Western. Neo Ann Fook did the marketing for the Chinese food and Tan Siang Hin for the Western.

(S: Latter part of 1960, 1961 & 1964).

40 My father did the marketing for the business at the Airport for those years. He used a station waggon; Tan Sian Hin did not go with my father. After my father had bought the food Tan Siang Hin would collect the food from my father and took it to the Airport. Before my father did the marketing; when we had the canteen I did the marketing.

From 1957 to 1958 I had a driver. When I went to the market the driver would go to the market to fetch me and to collect the food. The driver I think was Toh Kee Seng. The defendant drove a car but he never sent me to market in the car.

Tan Siang Hin drove the car for the family in 1958; the first driver worked only for a few months and then Tan Siang Hin came. At the moment Tan Siang Hin is living at No.19 Jalan Mutiara; he is employed by the defendant.

In the High Court of the Republic of Singapore

(S: The alleged telephone conversation with Lim Joo Cheng).

Plaintiff's Evidence No.14  
Foo Tiau Wah [sic]  
Re-Examination  
23rd January 1980

In 1973 I was living at 19 Jalan Mutiara. In 1973 the defendant came home twice a week on Wednesday and Sunday, sometimes he only came home once a week; mostly on Sundays, no fixed date.

Sgd. F.A.Chua

Adjourned to 2.30

Sgd. F.A.Chua

10

(continued)

Hearing resumed.

P.W.2 - o.h.f.a. s(in Hainanese):

RXd: (Contd.)

(S: Your plan to start your own business).

I produce the file of correspondence and plans of that business - Quayside Snack Bar & Restaurant at the P.S.A. (Ex.P.6). I also produce the estimates (Ex.P6A).

I had to withdraw my tender. Cost was too high and also because I failed to sell the two houses at Mt. Sinai as caveats were filed by the defendant.

20

Sgd. F.A.Chua

Plaintiff's Evidence No.15  
Tan Boon Hock Examination  
23rd January 1980

No. 15

EVIDENCE OF TAN BOON HOCK

P.W.3 - Tan Boon Hock - a.s. (in English):

Xd. by Mr. Smith:

Living at 37 Cairnhill Road, managing director of Kin Yuen Co. (Pte) Ltd. I am known as Ronnie.

30

The Plaintiff is my aunt, she is my mother's younger sister.

I remember a restaurant at the new wing of the International Airport. I worked there in 1964. I was then 19 years old. I was employed by the plaintiff, in the restaurant, employed

as the Manager.

As manager I kept a book of the staff of the restaurant. I have the book to this day. I produce it (Ex.P.7). My name is in Ex.P7, at p.2, the first name, occupation "Manager".

10 I worked there till 1966 and then I departed for the USA for studies, to Hawaii. I introduced my brother Freddy to the restaurant when I was going away. (Tan Boon Jwai id.) He was taken on by the plaintiff. His name appears in Ex.P7, at p.6, date of employment 1/6/66 as assistant manager. When I went away I handed over to Freddy the book Ex.P7. I don't quite remember but I think I left for Hawaii in mid-1966.

20 I was with the plaintiff from 1964-1966. I did not have fixed hours at the restaurant. I recall going to the restaurant to work in the morning, in the afternoon and at night. There was a night-club at the restaurant between the years 1964 and 1966. It was my idea to run the nightclub.

During the period I was there the plaintiff was the overall-in-charge of the restaurant. She spent hours on the premises. I know the defendant. I would say the defendant took no active part in the running of the restaurant.

30 The plaintiff had a sideline business. I remember the nightclub required a tie to go in and the plaintiff got the ties and had them sold. I insisted on people wearing a tie to go in. During festival seasons novelties were sold by the plaintiff outside the entrance to the restaurant. Quite a big collection of novelties and many people buy them. There were a few departments in the restaurant - snack bar, cocktail lounge, reception room, all on the same floor; a transit lounge; a VIP area. I was the manager of the whole lot and plaintiff was in overall charge. In the transit lounge there was a little foreign exchange run by the plaintiff.

40 To Court: As far as I remember she had a tie business, a novelty business and foreign exchange business.

50 The plaintiff spent most of her time at the restaurant and the other departments of the restaurant. She supervised both the dining area and the kitchen. The defendant never interfered in the management of the business. The plaintiff had slept in the restaurant.

In the High Court of the Republic of Singapore

Plaintiff's Evidence  
No.15  
Tan Boon Hock Examination  
23rd January 1980

(continued)



In the High  
Court of the  
Republic of  
Singapore

Plaintiff's  
Evidence  
No.15  
Tan Boon Hock  
Examination  
23rd January  
1980

(continued)

At Hawaii I went to the University there. I enrolled in the business college, majoring in Travel Industrial Management. I received a degree of Bachelor of Business Administration from the University of Hawaii on 14th September 1970. I have been asked to bring letters and documents relating to myself. I produce a bundle of them (Ex.P.8). (T: No dates of the newspaper clippings). Those with photos of myself must be in 1970.

10

I returned to Singapore before my final degree in 1969. Apart from studying I was employed in Hawaii in the hotel and refreshment business, working for some people. When I returned I looked up the plaintiff. I was told the Airport Restaurant business had ceased, told by the plaintiff.

In 1969, mid-1969, there was a meeting at the Shamrock Hotel, at that time there was no restaurant there was a bar, you could get food but not a full-scale restaurant. There I met the plaintiff and Freddy my brother. The meeting was arranged. The plaintiff told me she had ceased operating the Airport Restaurant and she was getting idle and she wanted to start another restaurant business and suggested that we meet at the Shamrock Hotel to discuss the matter.

20

The three of us met and we discussed. It was my idea to do a complete renovation of the Shamrock Hotel, the dining area, and run a restaurant there and a nightclub. We met again - plaintiff Freddy, myself and the deft. They agreed to my idea and asked me to make an in-depth study.

30

I then contacted an old friend, David Ng, a designer at Radio & Television, Singapore. I gave him the idea of renovating this place and asked him to put up designs. The dining area had a marble floor, a hard floor which looked like marble. I gave a lot of ideas to the designer. I suggested that a stainless steel floor be put on top of the marble floor for dancing; I got the idea from Hawaii. David Ng was engaged and I saw the plans he drew up before I left. I discussed at length the plans with the plaintiff and Freddy, not much with defendant. I don't know who thought of the name "Emerald Room". I was responsible for the name "Shindig N'Club". Freddy was to supervise the renovation.

40

50

I returned to Singapore in late 1970. The Emerald Room was functioning and so was the night club, both doing very well.

In the High Court of the Republic of Singapore

(S: Skillets Coffee House).

Plaintiff's Evidence

No.15

Tan Boon Hock Examination  
23rd January 1980

10 I was thoroughly involved in the setting up of this coffee house. When I came back the plaintiff told me she had a lease in Supreme House to run a coffee house. She sought my advice to set it up. The name "Skillets" was given by me. The loggo was done by a graphic designer instructed by me; I gave him the idea. Skillet is a frying pan with a long handle. The lay-out was done by David Ng again; DAVID Ng was already designing the coffee house when I returned. The napkins, boxes, glasses etc. had the logo on it, so also the cutlery. I ordered these things. The main contractor was Sin Heng Builders (S) Pte. Ltd. I did not engage them.

(continued)

20 The ventilation, airconditioning and the refrigeration were supplied by Sharikat Kian Tong. I placed the order for the crockery from Hiap Huat Co. The cutlery was ordered by me from Sommerville (S) Ltd. The kitchen utensils were ordered by me from Scott & English. The kitchen equipment ordered by me from Scott & English. The uniforms were designed by my sister Caroline Tan and made by a tailor.

30 I interviewed the personnel applying for jobs at the Skillets. I trained the staff, for about two weeks.

We had a trial run before the official opening. I was present.

Adjourned to 10.30

Sgd. F.A.Chua

Thursday, 24th January, 1980

Cons. Suits 3999/70 & 3744/76:

Tan Boon Hock Examination  
24th January 1980

Hearing resumed.

P.W.3 - Ronnie Tan - o.h.f.a. s(in English):

40 Xd. (Contd.) Mr. Smith

I have with me some documents which I kept relating to the kitchen equipment of Skillets. (T: Not disclosed. S: They are not my client's documents - Ex. P.9 and P.9A). They are

In the High  
Court of the  
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Singapore

Plaintiff's  
Evidence  
No.15  
Tan Boon Hock  
Examination  
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(continued)

quotations. I do not have now the documents relating to the cutlery, crockery, stationery, match boxes, napkins; I ordered them.

The menu of the Skillets - the name of the food and the price - I did it. I planned the whole Menu incorporating the items. I provided the recipes for the items of food. I have a few photos which I arranged to be taken of the food.

To Court: Photos taken by a professional cameraman.

10

The idea of these photos was for my training purposes. I trained both the dining room and the kitchen staff. In the menu there were a lot of new dishes which I introduced. So by having these photos taken both the dining room and kitchen staff knew what they were preparing and served them, and also for the standard of food. These were the initial photos. Later I arranged to have many more taken and the better ones were later displayed at the opening of the Coffee House, displayed by the side of the entrance on the glass wall. (S: I have an album of photos taken by plaintiff's son from 19 Jalan Mutiara; not in plaintiff's possession). There is a photo in the album which shows the photos which said were displayed. (T: Do not object to its admission - Ex.P.10).

20

When I returned to Singapore after graduation I went to visit Skillets, it was not functioning then. All I saw was an empty round structure; two tiers. At that time I did not see any plans; later I saw a sketch plan done by David Ng. I had seen a similar named coffee house in Hawaii by the name of Skillets and I formulated a theme to lay out the coffee house. I conveyed my idea to the plaintiff and then had an elaborate discussion with David Ng.

30

The layout of the furniture was idea of David Ng, but I gave him a lot of ideas to change and the final result was my idea.

40

I was at the opening; the plaintiff was there; the defendant was there. At the opening the plaintiff was introduced as the boss. Freddy was the manager; he was at the opening too. The opening was a cocktail party. Immediately after the party the business commenced.

XXd. by Mr. Tan:

(T: Restaurant at Airport).

Yes the business was carried on under the name of International Airport Restaurant. I don't know if the name of International Airport Rest. was registered in the name of the defendant. It was not the defendant who employed me as the manager of the restaurant.

10 Yes I said I did not work fixed hours. Yes I could go to the restaurant and leave the restaurant at any time I liked. My duties, primarily I was assisting the plaintiff in the overall day to day operation; it included supervision of staff, liaise with the customers and general supervision. I did not receive the goods from the suppliers; the storekeeper did that I think; I think the Plaintiff was very much involved in it. When the goods  
20 arrived occasionally the plaintiff would receive them but generally it was the store-keeper.

30 Not true the idea of the nightclub was the defendant's idea, it was my idea. The defendant was not there supervising the running of the restaurant, not at all. I have seen the defendant present physically in the restaurant but occasionally. I do not know the hours but the deft. spent very little time at the restaurant. I don't think the defendant went to the restaurant everyday. The defendant took no part in the running of the restaurant, nothing. I deny that what I have said is not true. Not true the defendant was there running the business.

(T: Plaintiff's side-line business).

40 Yes I said plaintiff sold ties to the nightclub customers. When we first started the nightclub tie was not required and it was my idea to have the tie, by then I thought I could have a selected crowd. After the rule was invoked it was generally known to the customers, we put up a notice. Still a lot of them came without a tie and that was why ties were sold there. I agree the sale of ties was not that many. I don't know how much was sold and how much the cost was, I don't know what the profit was. Yes novelties were sold, I agree limited to about 5 nights a year. The foreign exchange business - there was no counter set up; yes  
50 limited to customers who wanted to pay in foreign currency. Yes the customer would hand the foreign currency to the waiter who would hand it

In the High Court of the Republic of Singapore

Plaintiff's Evidence No.15 Tan Boon Hock Cross-Examination 24th January 1980

(continued)

In the High Court of the Republic of Singapore

to the cashier who would change it and give the change to the waiter and waiter to the customer. Yes the cashier would be the employee of the restaurant.

Plaintiff's Evidence  
No.15  
Tan Boon Hock  
Cross-Examination  
24th January 1980

(T: Shamrock Hotel conversion).

I deny that there was no meeting between myself, the plaintiff and Freddy; there was the meeting. There was the meeting between myself, defendant, the plaintiff and Freddy; in fact we had dinner together.

10

(continued)

Not true the idea of converting the Shamrock Hotel into a restaurant and nightclub was the defendant's idea; definitely not. Not true the layout plan of the conversion into Emerald Room was David Ng's idea; the idea was mine; I gave ideas but I did not draw it. Yes the design work for the layout was David Ng's idea. Not true David Ng consulted the defendant alone and no others. In fact David Ng did not know defendant, plaintiff; it was I who brought David into the picture.

20

I do not know how long the renovation took; I had left Singapore. I was present when some of it was being done, the preliminary stage. I can't remember how long, less than a month. I occasionally went to the premises to see the work in progress; I can't say how many times a week, it has been so long ago. I might have seen the defendant there on my visits, I don't think defendant was supervising, Freddy was by then more involved. I have seen the plaintiff at the premises during renovation, may be partly supervising, but actual work done by Freddy. When I saw the plaintiff she did supervise a little, no specific job. Not true the defendant was thoroughly involved in the renovation; it was Freddy.

30

(T: The Skillets).

I do not know how the premises of Skillets were obtained.

40

Yes the sketch layout plan was done by David Ng. No, the whole idea of the layout was not the idea of David. The final details were mine.

I know Tan Jee Hong, captain in the Coffee House. He was under me since the Airport days and I trained him. Not true that the dining staff of Skillets was trained by Tan Jee

Hong. Not correct that the Long Fong Suan trained the kitchen staff; he did partly. Long also attended my training class.

In the High Court of the Republic of Singapore

Definitely not, Long did not prepare the menu in consultation with the defendant. It was me with Long. Not correct the recipe was prepared by Long; it was me with Long. In fact the defendant did not know anything about food.

Plaintiff's Evidence No.15 Tan Boon Hock Cross-Examination 24th January 1980

10 On my orders of cutlery, crockery, kitchen utensils etc. I did consult Long but I did not consult the defendant. No. The whole project was undertaken by myself and I only consulted only people who know. I don't know who paid for all these things but I did discuss with the plaintiff. Payment I do not know, consulting I consult the plaintiff.

(continued)

20 As I mentioned earlier there were 2 matters in which I was not involved - the air-conditioning and the general contractor; I don't know if the defendant was involved in these two things.

Yes I was present during the renovation of Skillets premises, very much. Yes, I saw the defendant there occasionally, I can't recall if it was everyday. When I saw the defendant there he was not supervising the renovation work. No. I did not keep track of what he was doing; he was watching.

30 Yes I said the plaintiff was introduced at the opening as the boss. She is known as the boss. There was a speech at the opening made I think by the M.C. my sister Caroline and plaintiff was introduced as the owner, the word "boss" was used.

RXd. Nil.

Witness Released.

Sgd F.A. Chua

No. 16

EVIDENCE OF FREDDY TAN BOON  
JWAI

40

Plaintiff's Evidence No.16 Freddy Tan Boon Jwai Examination 24th January 1980

P.W.4 - Freddy Tan Boon Jwai - a.s. (in English):  
Xd. by Mr. Smith

Living at 37 Cairnhill Road, Singapore;

In the High Court of the Republic of Singapore

Plaintiff's Evidence  
No.16  
Freddy Tan  
Boon Jwai  
Examination  
24th January  
1980

(continued)

Manager of Ai Hou Kee Restaurant in Killiney Road. My father owns that restaurant.

I am a nephew of plaintiff, on my mother's side.

In 1966 my brother Ronnie was the Manager of International Airport Restaurant. He was planning to go to Hawaii for further studies. I joined the staff of the International Airport Restaurant in 1966. Ronnie handed me Ex.P7 when he left for the States. P7 is a record book of the staff employed; my name appears at p.6, date of joining stated 1st June 1966, my occupation described as "Assistant Manager". 10

After Ronnie left I was promoted to Manager. I had to have a pass to enter the airport. I have the pass for 1967, 1968 and 1969 and I produce them (Ex. P.11 and P.12). P.11 issued on 20th June 1967 without an expiry date; P.1 has date of issue 20th May, 1968 and date of expiry 30th December, 1969. Employment in the pass described as "Manager". These were obtained from the Airport Police by the Restaurant. 20

I was at the restaurant from 1966 until 1969. I was the Manager, I had to do the day to day supervision of the restaurant, the snack bar, the cocktail bar, the transit lounge, VIP Bar and the nightclub which was also the restaurant.

The plaintiff was at the restaurant during those years. She was the proprietress. The plaintiff took me on. I know the defendant. The defendant was not at the restaurant regularly. 30

Normally I went to the restaurant at mid-day and had a break between 6 and 7 and returned to the nightclub at 10 and stayed there till 3 a.m.

The plaintiff went to restaurant as early as 5 a.m. and stayed there till mid-night. She did not stay on at the nightclub every night, she did at weekends. I don't know if plaintiff slept at the restaurant. 40

After the restaurant closed Ronnie came back from the States. A new venture started at the Shamrock Hotel. We were jobless when restaurant closed. Sometime mid-1969 Ronnie came back and he was asked by the plaintiff to go to the Shamrock Hotel to help her to run the Golden Star, more a bar. Later Ronnie and I had

10 a meeting with the plaintiff at the Golden Star. The plaintiff brought up the subject of us doing business. Ronnie suggested why not renovate Golden Star into a better restaurant. After a few discussions the plaintiff brought the defendant in, at some other day. At that meeting present were myself, Ronnie, plaintiff and the deft. During the meeting the idea of converting Golden Star into a better restaurant was brought up to defendant. They agreed to do it.

In the High Court of the Republic of Singapore

Plaintiff's Evidence  
No.16  
Freddy Tan  
Boon Jwai  
Examination  
24th January  
1980

20 Subsequently the Emerald Room was set up. Ronnie thought of the name for the nightclub "Shindig". David Ng was brought in by Ronnie. The layout plan was Ronnie's idea, the initial idea and David Ng did the drawing. The floor was a marble floor. Eventually we had a S. steel floor on part of the marble floor and that was Ronnie's idea. The renovation took around 2 months. I was there during the renovation day and night. The plaintiff was around, defendant was also around.

(continued)

30 I was employed in the Emerald Room as the Manager, by the plaintiff. The day to day operation of the Emerald Room was done by plaintiff. The defendant visited the restaurant; he would come before lunch, between 9 to 11; he had an office there. During lunch he would not be around, if he was he would be having lunch there. During dinner time the defendant was seldom around; I would see him come at about 11 p.m., the nightclub started at 10.30 p.m.

40 Generally speaking plaintiff gave instructions to me and the staff. She was present there everyday. She did not stay on at the nightclub all the time but I did. I had no fixed hours. My normal hours I would go there from 12 to 1 p.m. and go off at 3 p.m., restaurant closed between 3 and 6.30 p.m. I would be back between 7 and 8 and stayed until nightclub closed at 3 a.m. I was told defendant went there between 9 to 11, common knowledge.

50 In 1971 Ronnie came back a second time after completing his studies. I think the whole set up of the Skillets was the brainchild of Ronnie. I was the manager of the Skillets, plaintiff made me the manager. I also managed the Emerald Room at the same time. Plaintiff ran both the Emerald Room and Skillets. I left Skillets early in 1973 and I was still Manager of Emerald Room. I left Emerald Room in late 1973. I left and went to Bangkok to a better job.



In the High Court of the Republic of Singapore

Plaintiff's Evidence

No.16  
Freddy Tan  
Boon Jwai  
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While at the Airport Restaurant the plaintiff had side-line business. At the snack-bar the plaintiff sold candy chocolates, titbits and jellies, aga-aga, sweets and so on. At the night club she sold ties. On festive occasions she sold novelties - Christmas Eve, New Year's Eve. She had a stall selling soft drinks from dispensers, cash business. At the transit lounge she had money changing business. Plaintiff did not change the money; it went through the cashier, no cash machine, snack bar and cocktail bar had cash registers; none in V.I.P. Lounge.

10

(continued)

I was at the opening of the Skillets. I was described as the manager. Photos of food dishes were displayed on the glass wall. They appear in photo Ex.P.10, taken on opening of the Skillets. I don't remember how plaintiff was introduced. The defendant was there, Ronnie was there, Caroline was there. Caroline designed the waitresses' uniform. As far as I am aware the plaintiff is the owner. I never recall the defendant claiming to be the owner.

20

Adjourned to 2.30

Sgd. F.A.Chua

Hearing resumed.

P.W.4. - o.h.f.a. s(in English):

Cross-  
Examination

XXd. by Mr. Tan:

(T. International Airport Restaurant).

No I know who the registered owner of the restaurant is. Yes he is the defendant. Not true it was the defendant who took me in as Asst. Manager and later promoted me to Manager. I very rarely saw the defendant at the restaurant. Sometimes I did not even see him there once a week. On the average I saw him there once or twice a month, he would stay there not very long, not more than 2 hours; he did nothing.

30

Not true the defendant was at the restaurant everyday. Not true the defendant was in charge of the running of the restaurant. Yes the plaintiff went to the restaurant as and when she liked. I misunderstood the question; not true plaintiff went to the restaurant as and when she liked; she spent a number of hours at the restaurant each day.

40

(T: Sale of ties)

I can't tell how many ties were sold in one night. I cannot answer if the sales were poor.

(T: Shamrock Hotel conversion).

10 Before the conversion I was employed in the Golden Star Restaurant & Night Club, I held no position. I was asked to come in by the plaintiff; in that sense I would say the plaintiff employed me.

The plaintiff, Ronnie and I had one serious discussion; held at the Golden Star. There was such a discussion, you are wrong. There was a discussion between the plaintiff, myself, Ronnie and the defendant.

20 David Ng drew up the plan, the idea was given by Ronnie. I was present during the renovation practically everyday; I was there day and night, yes the whole day and the whole night, when work was going on. Business was being carried on not in the main hall but other parts of the building. During the renovation I was working at the Golden Star. During the renovation the Golden Star restaurant did not function but the bar was functioning; I was not working at the bar. During the renovation I was paid and I went there to supervise the renovation.

30 Yes the defendant was present at the Shamrock Hotel during the period of the renovation; he was there everyday; he looked around; I do not know if he was there to see that the renovation was going as planned.

The plaintiff was present on the premises during the period of renovation. She was there everyday, doing almost the same as the defendant looking around; she had no specific job to do there. The plaintiff was not the cashier at the bar, Champagne Lounge.

40 I agree the defendant was present at the Shamrock Hotel supervising the renovation. I don't agree the plaintiff was not present at the Shamrock Hotel during the period of renovation.

After the renovation the Emerald Room started and I was employed as Manager. No, it was not the defendant who employed me as Manager.

In the High Court of the Republic of Singapore

Plaintiff's Evidence  
No.16  
Freddy Tan  
Boon Jwai  
Cross-  
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(continued)

In the High  
Court of the  
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Plaintiff's  
Evidence  
No.16  
Freddy Tan  
Boon Jwai  
Cross-  
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(continued)

Yes the defendant was present at the Emerald Room everyday when the business started. Yes during the period I was manager the defendant was present at the Emerald Room every day. He would go in the morning and was there between 9 to 11. Yes I said he would back at 11 p.m. on some nights. I can't give an exact answer as to what the defendant did when he came back at 11 p.m.

To Court: When he came back at 11 p.m. he would go to the Nightclub. He would remain there for a while.

10

Normally he would stand around the cashier's counter. He just stood there and looked. I don't know what he was looking at.

Between 9 and 11 a.m. he would be at his office; to my knowledge; I don't know what he did there. He would sometimes come back in the afternoon, sometimes to the restaurant and sometimes to his office. At the restaurant he would sit down and sometimes he would sit down and eat. If he was not eating he was talking to his friends. Sometimes he would come with friends and sometimes he would meet friends there.

20

Not true the defendant was running the Emerald Room. Not true the defendant was present everyday to attend to the running of the restaurant. I don't agree the defendant went there at 11 p.m. to take the daily takings of the restaurant.

30

(T: The Skillets)

Yes I said the Skillets was the brainchild of Ronnie. Yes the name Skillets was given by Ronnie. I was Manager of Skillets concurrently with Emerald Room. Normally at lunch hour I would be at the Emerald Room. After that I would go over to Skillets. Between 6 to 7 p.m. I would go home to change then go back to Emerald Room during dinner time. If I was required at the nightclub I would remain there, if not I would go to Skillets.

40

As Manager of Skillets I supervised the place. Yes I went there and looked around to see that everything was alright. Yes I was also paid by Skillets, a lumpsum of about \$500 p.m. from Skillets alone. My name was not on the payroll sheet of Skillets, no CPF contributions by me or the management. Yes I was on the payroll of Emerald Room, yes CPF paid from Emerald Room.

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I was appointed Manager of Skillets. No, the defendant was not running the business of Skillets.

In the High Court of the Republic of Singapore

I cannot recall if in 1976 I met Wee Kia Lok at the Capuccino Coffee House at Plaza Singapura. (T: He will come to Court and say that you had a meeting with him there). I cannot recall.

Plaintiff's Evidence  
No.16  
Freddy Tan  
Boon Jwai  
Cross-Examination  
24th January  
1980

10 To Court: I know Wee Kia Lok, by sight.  
(T: He will also say that at this meeting you asked him not to interfere in the dispute between Plaintiff and defendant).

(continued)

You must be joking.

In 1976 I was the General Manager and Director of the Capuccino Coffee House.

RXd: Mr. Smith

Re-examination

20 Capuccino is a Coffee House, anyone can come. I was G.M. and director from late 1975 and left late 1978. During the time I was there I had met Wee Kia Lok in the Capuccino Coffee House; he rarely came; he came as a customer. I can't recall he approaching me to speak about personal matters, nor I approaching him. There were many customers at Capuccino - opened from 10.30 a.m. to 11 p.m. I would be there from 12 noon till closing time.

30 When I was in Skillets Wee Kia Lok and I had friendly conversation but nothing to do with dispute between plaintiff and defendant.

I was also paid by Emerald Room - first around \$500 and it went up and last salary nearly \$900 and on that CPF was paid.

40 I was in charge of the supervision of the renovation of Emerald Room. I did not see the defendant at the renovation site everyday. He came in and out; he was keeping an eye on the renovation.

The Champagne Lounge; I had nothing to do with this lounge.

To Court: When Golden Star ceased to function I was placed in charge of supervising the renovation.

In the High Court of the Republic of Singapore

Plaintiff's Evidence  
No.16  
Freddy Tan  
Boon Jwai  
Re-Examination  
24th January  
1980

(continued)

The defendant would be sometimes at the Emerald Room and sometimes at his office between 9 and 11 a.m. That was common knowledge. Between 12 noon and 3 p.m. I saw the defendant sometimes in the Emerald Room. Dinner from 6.30 to 10.30, sometimes I saw the defendant there. During those hours plaintiff was there, she was the person doing the management.

Witness Released.

Sgd. F.A.Chua

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Adjourned to 10.30 tomorrow.

Sgd. F.A.Chua

No.17  
Submissions on behalf of Plaintiff  
25th January  
1980

No.17  
SUBMISSIONS ON BEHALF OF PLAINTIFF

Friday, 25th January, 1980

Cons. Suit Nos: 3999/76 & 3744/76

Hearing resumed.

Smith: That is plaintiff's case - my learned friend has agreed to admission of the photo album - Ex. P.10A; photo P.10A.

20

Prima facie the case goes on the documents. If on the other hand if property is put in one of the spouses' name if there is intention on part of the parties at the time provided it is not illegal or with view to defeat the creditors then the question who paid for the property is relevant. There used to be a presumption between husband and wife, if a husband bought property and put it in his wife's name the property was the wife's. It is not clear from the cases, I submit, if that still applies or not.

30

The leading case is Pettitt v. Pettitt (1969) 2 All E.R.385 at 413E "How, then does.....414.....415.....416.....The conduct .....of the wife.....of their heads."

In Singapore, I submit when husband put property in wife's name he intended it to be the wife's property, more so when payment is

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by instalments, applicable to matrimonial home or any other property.

In the High Court of the Republic of Singapore

In this case income tax returns prepared at direction of defendant and he listed the property. Plaintiff has to execute the mortgage. Only on break up resulting trust raised - not appropriate in this day and age. He has done everything to show that plaintiff is the owner.

No.17  
Submissions on behalf of Plaintiff  
25th January 1980

10 Defendant has a number of businesses in his own name - International Airport Restaurant, Sharikat Malaysia, the Wisma Theatre. He has properties in his name, Jalan Mutiara family home is in his name.

(continued)

What was the intention of the parties?

When spouses in business together - Cummins v. Thomson (1971) 3 W.L.R. 580 h.n. 584A "Most of the cases.....in the same way."

20 Airport Restaurant, Emerald Room, Skillets - held in trust jointly by law. Now defendant wants everything. In fact properties have been divided 50 - 50.

Mortgage payments paid by husband's property in wife's name.

If it was not defendant's intention to give property to the plaintiff, why did he put them in his wife's name? Only to avoid payment of higher tax.

30 Tinker v. Tinker (1970) 1 All E.R. 540 h.n., 541 a "In this case.....542.....to her". 542 "I agree.....".

Our case difficult in the application of the principles.

All documents in plaintiff's name.

Acknowledgment of trust - should have been pleaded, no authority to support what I submit.

Adjourned to 10.30 Monday.

Sgd. F.A.Chua.

In the High  
Court of the  
Republic of  
Singapore

No. 18

OPENING REMARKS AND  
EVIDENCE OF NEO TAI KIM

Defendant's  
Evidence  
No.18  
Opening  
remarks and  
evidence of  
Neo Tai Kim  
28th January  
1980

Monday, 28th January, 1980

Cons. Suits 3999/76 & 3744/76

(Contd.)

Hearing resumed.

Tan addresses the Court.

Law:

It has been submitted by my learned friend. 10  
Presumption of advancement - if a husband  
buys property in the name of his wife or child  
it is presumed to be advancing them with the  
property as a gift. Pettitt & Pettitt has  
cast doubt as to whether this presumption is  
still applicable today. According to Pettitt &  
Pettitt the force of this presumption has  
become very very much weakened under modern  
conditions and it will be that this presumption  
no longer has any application except in cases 20  
where admissible evidence of intention was  
available. In other cases the intention of  
the parties is relevant and is to be gathered  
from the conduct and acts of the parties in  
relation to the property in question.

Pettitt's case (1970) A.C. 777, at 813G  
"But the document.....the Court..... from  
their conduct..... into play."  
825F "In the present case....The conduct.....  
of the wife". It is our case that looking 30  
at all the circumstances of this case the  
conduct of the parties is consistent only with  
the sole proprietary interest it being that of  
the defendant. Mortgages of 2 properties No.36  
and No.44 were clearly created for the benefit  
of the defendant. In the other property where  
mortgage was created a mandate was given to  
defendant to operate the accounts. Where the  
properties were rented out the defendant  
collected the rents and used the rents for his 40  
own benefit. He has never been asked for  
account or to reimburse the plaintiff for these  
rents. Arrangements for purchase were made  
entirely by the defendant, arrangements for the  
loans were also made entirely by the defendant.  
Title deeds of at least one property, No.44

was kept by the defendant. In short the defendant exercised all the rights and incidents of an owner.

In the High Court of the Republic of Singapore

What are the conducts of parties which Court should look at in arriving at the intention of the parties, I submit the cases on presumption of advancement are relevant in this respect.

Defendant's Evidence No.18 Opening remarks and evidence of Neo Tai Kim 28th January 1980

10                    Significant factors: (1) The acts of declarations of the parties before or at time of the purchase or so immediately after it as to constitute as part of the transaction are admissible evidence either for or against the party who did the act or made the declaration. As to subsequent acts and declarations they are only admissible against the party who made them and not in his or her favour - Chua Cheow Tien v. Chua Geok Eng (1968) 2 M.L.J. 180, at 185F r.c.  
20                    "The question then arises.....his favour. Warren v. Gurney (1944) 2 All E.R. 472; Dumper v. Dumper 66 E.R. 540.

(continued)

(2) Who has kept the document of title, Warren v. Gurney (1944) 2 All E.R.472 h.n.; 473H "The second contention.....retained the title deeds.....of the land.

Dumper v. Dumper

(3) Receipts of profits for party registered in child or spouse's name.

30                    Bone v. Pollard 53 E.R. 367 h.n.; 368 "Under these....." after the death of the son.....in common.

(4) Act of taking possession - Stock v. McAvoy (1872-3) 15 Equity 55 h.n.; 58 "Where a father .....59.....in the son."

40                    The Court has held that the presumption of advancement cannot be rebutted or supported by evidence to the effect that the purchase in the name of the wife or child is void for improper purpose e.g. to evade taxes or to defeat bankruptcy laws unless this allegation is specifically pleaded - Chua Cheow Tien's case at 186 B r.c. "It is submitted by counsel.....case".

Here this has not been specifically pleaded that property was put in plaintiff's name for any improper purpose. No evidence has been adduced to this effect and more importantly until the



In the High Court of the Republic of Singapore

Defendant's Evidence

No.18

Opening remarks and evidence of Neo Tai Kim  
28th January 1980

(continued)

commencement of business of Skillets at end of 1971 by which time all the properties were purchased in the wife's name the wife in law could not be separately assessed on the income for these properties and in fact has not been separately assessed.

My learned friend has raised the question of the Statute of Frauds. The law on this is this: notwithstanding the provisions of the Statute of Frauds oral evidence is admissible to rebut the presumption of advancement even though the property may be land because those sections affect the creation or operation of implied construction or resulting trust - Pettitt v. Pettitt at 813; Chua Cheow Tien's case. Further the Statute of Frauds does not prevent proof of a fraud and it is a fraud for a person to whom land is conveyed as a trustee and who knows it was so conveyed to deny that trust and claimed the land as his own; therefore the person claiming land conveyed to another in trust may prove by parol evidence that it was so conveyed and may obtain a declaration that the grantee is a trustee for him - Rochefaucauld v. Boustead (1897) 1 Chan. 196 "The Statute of Fraud..... for him." 10 20

My Learned friend has raised a few points on the pleadings. (1) On the presumption of advancement I do not know if my learned friend is still relying on it. (S: I still rely on it). On the pleadings as it stands, I submit my learned friend cannot rely on this presumption because he has not so pleaded and he is required by O.18 R.7(3) to plead this presumption. 1979 White Book p.267. Here there is a claim and a counterclaim and presumption of advancement has not been pleaded. 30

(2) If my learned friend is going to rely on Statute of Frauds he should have specifically pleaded it. My learned friend has now conceded that what I have said on Statute of Frauds is correct - 280 White Book. 40

(3) This document D1 acknowledgment of trust; my learned friend has raised at close of his case that this document should have been specifically pleaded. Quite apart from the timing of the objection I submit on the authorities there is no need for me to plead this acknowledgment of trust because it is the evidence relied on by us to support our case and according to the rules we need only 50

plead material facts and not evidence. Where a statement of accounts is relied on by way of evidence or admission of any other pleaded cause of action, it should not be alleged in the pleadings, p.268 White Book.

In the High Court of the Republic of Singapore

10                    Cummins v. Thompson cited by my learned friend (1971) 3 All E.R. 782. Two important factors (1) no counter varying evidence that husband had no other source of income apart from the business. In our case husband had other sources of income; (2) the wife's evidence was uncontradicted; question of fact whether wife was to be believed that she had helped the husband all the way.

Defendant's Evidence No.18 Opening remarks and evidence of Neo Tai Kim 28th January 1980

(continued)

20                    It will be our case that as far as the first 3 properties, No.44 and the two Mount Sinai properties - they were purchased from defendant's own funds and even if the plaintiff's story is to be believed she purchased them from her own funds derived from her earnings at the Snack Bar selling titbits, selling neckties and foreign exchange business, it will be our case that the profits from the foreign exchange business should go to the International Airport Restaurant and if she is to be believed she used the money to buy these 3 properties the defendant should be entitled to an undivided half share.

30                    As to Skillets it would be our case that defendant had used his own funds to commence the business; that he has been running the business all this while and that the only connection plaintiff has with this business is her name being registered as sole proprietress..

Calls:

EVIDENCE OF NEO TAI KIM

Evidence of Neo Tai Kim

D.W.1 - Neo Tai Kim - a.s. (in Hainanese):

Xd. by Mr. Tan

Living at 19 Jalan Mutiara, businessman.

40                    I am carrying on the following businesses in my own name - I am running the Emerald Room and the Wisma Theatre. I also carry on business in a Japanese Restaurant at the Lucky Plaza in partnership "Minoru Japanese Restaurant" and I carry on business of nightclub next to the Japanese Restaurant, also a partnership. I am responsible for the day to day running of the

In the High Court of the Republic of Singapore

Defendant's Evidence

No.18

Neo Tai Kim Examination  
28th January 1980

(continued)

Japanese restaurant and the nightclub. Ong Ah Nam and I have been running the Wisma Theatre since its inception. Wisma Theatre is a partnership; Emerald Room sole proprietorship.

I am now 50 years old. Plaintiff is my wife. I married her on 7th April, 1951. We have 5 children. After I married in 1951 we both lived at No.3 Anderson Road. In 1960 we moved and lived at No.3B Jalan Wangi. In 1963 when No.44 One Tree Hill was completed we moved there. In or about April 1973 we both moved to live at No.19 Jalan Mutiara. We both lived there until the 26th May, 1974, when the plaintiff left the matrimonial home.

10

Prior to the Japanese Occupation of Singapore I was schooling at the Rangoon Road Primary School. After the school hours, at that time my father operated a canteen at the Tan Tock Seng Hospital, I helped my father at the canteen. At that time my father was already dead and the canteen was managed by my uncle; so in fact I was helping my uncle. During the Japanese occupation my education was interrupted and I was still young and I worked for the Japanese as an office boy. Later on I worked in the kitchen, I was transferred to the kitchen of the same Japanese unit. After the Japanese occupation I continued my education and this was at the Victoria School. After school hours I helped at the canteen at the Tan Tock Seng Hospital. I left school at end of 1946, I had then passed Std. 6. I had to leave school to go to work to support my 2 younger brothers.

20

30

I first worked as a clerk in Fortnum & Co.Ltd. until 1957. Apart from working as a clerk, between 1947 and 1948, at night I worked as a cashier for a restaurant and nightclub at Haw Par Swimming Pool at Pasir Panjang. I also sold rice, flour and sugar and I also sold rationed rice, flour and sugar; I was working in a shop selling these articles. I made profits, about \$35,000 in two years.

40

To Court: I also acted as broker, something like a broker, getting these rations and selling them for which I made a profit of \$35,000 in 2 years.

In 1949 and 1950 I was still working as a clerk. I also worked as a cashier at the Haw Par Swimming Pool after office hours, at night. I did this until 1951.

50

In 1952 I became a partner of Shamrock Hotel. I put in \$6000. In the evening after my work I went to the hotel to help; this I did until 1957.

In the High Court of the Republic of Singapore

10 In 1957 I started a business on my own - the canteen at the University of Singapore. I had to tender for it. I consulted one Mr. Tan about the tender, Tan Yoke Song. He was chief cook at the Shamrock Hotel, he has passed away. I consulted on the menu and the prices of the dishes. I did not consult any other person.

Defendant's Evidence  
No.18  
Neo Tai Kim Examination  
28th January 1980

20 I was successful in my tender. I sought the help of Tan Yoke Seng in the purchase of kitchen utensils. I sought his help in engaging the staff and that included the staff in the kitchen, kitchen helpers and serving staff. I and Tan Yoke Song did the marketing. I placed the orders for provisions which were delivered. I did the marketing for the first few months, subsequently Tan Siang Hin went to the market to collect the food given by the suppliers; regular orders were placed by me and he just went to collect. I paid for these supplies and the provisions.

(continued)

I deny I asked the plaintiff to do the marketing. I deny I was once a gambler. I deny I asked her to borrow money from stallholders.

30 During the first few months I went to the canteen between 9 and 10 a.m. and left at about 2.30 p.m. Then I went back after 8 p.m. and stayed there up to 10 p.m. or slightly after. Between 10 a.m. and 2.30 p.m., when I reached the canteen I would tell the cook what dishes to prepare. We started selling food at about 11 a.m. I would like to add, before I arrived some of the dishes were already cooked. When the business was over I would collect the money, I also checked if there was shortage of foodstuff, then I would ask someone to buy it in the afternoon; I would ask  
40 Tan Siang Hin. Between 8 p.m. and 10 p.m. I would see if there was anything short for the next day and I would also collect the money. The canteen closed at 11 p.m.

After the first few months my hours at the canteen were more or less the same.

I was running the canteen. Not true the plaintiff was running it.

50 At the end of two years I sent in a fresh tender but was unsuccessful. I did not discuss the tender with anyone.

In the High  
Court of the  
Republic of  
Singapore

Defendant's  
Evidence  
No.18  
Neo Tai Kim  
Examination  
28th January  
1980

(T: Airport Staff Canteen).

Tender put in by me in 1958. I was successful. I had a month to start the business. After I had been informed of the success of my tender I went to the canteen to have a look. There I met the cook of the canteen and I asked him if he would like to work for me; he agreed. I also asked him to find a few good assistant cooks and kitchen helpers. I told him to keep all the serving staff. 10

(continued)

I went to see the old operator of the canteen and told him I was the successful tenderer. I bought over from him the kitchen equipment, crockery, furniture and also some stock of foodstuff. I paid \$3800 for all these; my money.

I had to engage additional staff. One of them was Tan Jee Hong who has been employed by me at the canteen and other businesses of mine, up to today. 20

Adjourned to 2.30

Sgd. F.A.Chua

D.W.1 - Neo Tai Kim - o.h.f.a. s (in Hainanese):

Xd. by Mr. Tan (Contd.)

When I tendered for the canteen I consulted Tan Yoke Song, no one else.

The canteen was divided into two sections. In one section Chinese food was served; in the other Muslim food and beverages and soft drinks were served. The staff of the Muslim section - I engaged the chief cook and he in turn engaged his assistants. The staff of the beverage section - a few of the employees of the previous operator remained; I also engaged a few more. 30

For the Chinese section the hours were 8 a.m. to 11 p.m. the Muslim section from 7 a.m. to 11 p.m. Beverage section 24 hours.

When this canteen first started I was also running the University Canteen. I went to the Airport Staff Canteen between 9 and 10 a.m. remained there until 2 and 3 p.m. Sometimes I returned to the Airport Canteen at 8 p.m. and remained there until sometime after 10 p.m., to collect the money and to check to see if 40

there was shortage of foodstuff. Sometimes I went to the Airport Staff Canteen and sometimes to the University Canteen.

In the High Court of the Republic of Singapore

The marketing for the Airport Canteen was done by Tan Siang Hin. He went there to collect foodstuff from the suppliers.

Defendant's Evidence  
No.18

I collected the earnings from the Airport Staff Canteen. I paid the suppliers for the foodstuff.

Neo Tai Kim Examination  
28th January 1980

10 Not true the plaintiff ran this canteen on her own. Not true she would go there for a period of 1 hour. Not true she did the marketing. In fact I ran this canteen. I paid the wages of the staff.

(continued)

(T: The Paya Lebar Airport Restaurant, Old Wing)

20 I tendered for this restaurant and I was successful. This was a restaurant business, quite different from a canteen business. I decided to tender for this restaurant business; the operation of a canteen business was tedious and complicated. I wanted a change, that was why I tendered. Before I tendered I consulted Tan Yoke Song and I also made a study of the prices charged by hotels and restaurants. I learnt about menu, prices, about the engagement of staff. I did not consult anybody else.

From my studies I managed to draw up a menu; this the menu (Ex.D6).

30 I had about 1 month to start the restaurant, all the equipment and furniture were supplied by the Airport. I had to buy the crockery, kitchen utensils, linen and other items required for the running of a restaurant. I paid for these items.

40 When the business started I had already finished with the University Canteen and the Airport Staff canteen. I was there at the restaurant between 9 and 10 a.m. and remained there until 3 p.m. and after collecting the money and checking I left the restaurant. If there was any shortage of foodstuff I would ask someone to buy it. I returned to the restaurant sometime between 10 and 11 p.m. and remained there for about 1 hour; I checked all the vouchers and collected the money, kept them in a safe in my office at the restaurant. The office was outside the restaurant.

Tan Siang Hin did the marketing, I ordered

In the High Court of the Republic of Singapore

Defendant's Evidence No.18

Neo Tai Kim Examination 28th January 1980

(continued)

the foodstuff and he would go to the market to collect it. Provisions were delivered. I paid for the provisions and the foodstuff.

I was running the restaurant. Not true it was the plaintiff who was running it. Not true the plaintiff's father did the marketing.

There was a bank account opened with the Chartered Bank, Airport Branch; opened in the plaintiff's name. In running this restaurant I needed small change and it would be easier to get it from a bank if an account was opened with it. So I requested the plaintiff to open the bank account with this bank. Sometimes I might not be in the restaurant then I would ask one George Tan to issue a cheque to the suppliers, then the cheque book was kept in the restaurant. When I left the restaurant I would leave word with George Tan to write out a cheque already signed by the plaintiff and issue it to the supplier. For the sake of convenience the bank account was opened in the name of the plaintiff. George Tan would make out the cheque and issue it, later he would tell me the amount of the cheque, then I would give him the same amount of money and ask him to bank it.

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(T: The Airport Restaurant New Wing).

The restaurant at the Old Wing was operated under the name of International Airport Restaurant and I had a bank account in the name of the International Airport Restaurant at the Chung Khiaw Bank, main branch. I used this account to pay bills. When the business at the Old Wing was over the account with the Chartered Bank was closed; then an account was opened with the OCBC, Airport Branch, when the restaurant in the New Wing was started and for this account the same system was adopted. The cheques paid to the International Airport Restaurant were paid out to the Chung Khiaw Bank.

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The restaurant at the New Wing was also run by the International Airport Restaurant which was registered in my own name as sole proprietor. This restaurant consisted of a transit lounge bar, a public restaurant which became a nightclub at about 11 p.m. a coffee and light refreshment lounge and a bar lounge. I also had to look after the VIP Room whenever that room was required. I did not consult anyone in respect of this tender.

50

The airport authorities provided me with

the light fittings, catering equipment and the furniture. This was for all the places mentioned except the public restaurant. I furnished the public restaurant and I paid for it. I renovated the public restaurant and I paid for it. I purchased all the necessary things to run the transit lounge, the coffee and light refreshment lounge, the bar lounge and I paid for them.

In the High Court of the Republic of Singapore

Defendant's Evidence

No.18

Neo Tai Kim Examination  
28th January 1980

It was my idea to run the nightclub.

10 The staff for the Old Wing came over to the New Wing; a few other employees were engaged by me through someone's introduction.

(continued)

20 When it first started actually there was no manager of the new restaurant; at the Old Wing there was no manager, all run by me. I had an employee with the designation of Manager, but only in name, he was Ronnie Tan. I employed Ronnie Tan because he is the son of my wife's elder sister; he is a relative and was doing nothing at that time and it was my wife who suggested that I employ him. Subsequently I employed Freddy Tan as Manager; he was only a manager in name; he was still very young. I employed Freddy because he is son of my wife's elder sister.

As before the foodstuff was ordered and Tan Siang Hin collected it from the market. Provision of liquor was delivered to the restaurant and received by the storekeeper; all paid by me.

30 I was running this restaurant. Not true the plaintiff ran it. The plaintiff had a side-line business selling neck-tie, titbits and chocolates. She had no business of foreign exchange. If she had such a business I would have known.

40 I was at the restaurant between 9 and 10 a.m. and remained there until 3 p.m., then before I left I checked everything in the kitchen, collected the money and before I left I asked chief cook if there was anything to be bought. I returned to the restaurant at around 11 p.m. and left between 12 midnight and 1 a.m. after collecting the money.

During this time I had another business at the Airport - Sharikat Malaysia selling duty free goods. One Mr. Alwis was in charge of the business for me. The profit from this business was quite good; about \$5000 p.m. profit.

(T: Shamrock Hotel).

I became a partner in this hotel on 12th April,



In the High Court of the Republic of Singapore

Defendant's Evidence  
No.18  
Neo Tai Kim Examination  
28th January 1980

(continued)

1952. At that time there were in all 7 partners. I withdrew from the partnership on 27th August, 1960. On 1st June, 1962 I bought over the entire business of the hotel and became sole proprietor. I paid \$25,000 for the purchase of this business. I have since then been the sole proprietor of this hotel. When I purchased it it was doing the business of hotel and bar; it was not doing a restaurant business but a customer could order a few simple dishes.

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The hotel was eventually converted into the Emerald Room in 1969.

Adjourned to 10.30 tomorrow.

Sgd. F.A.Chua

29th January 1980

Monday, 29th January, 1980

Cons. Suits 3999/76 & 3744/76 (Contd.)

Hearing resumed.

Tan: With leave may I amend my Statement of Claim in Suit 637/1977; my learned friend has no objection - para. 4 pleaded by mistake, to be deleted entirely.

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Court: Amendment allowed.

D.W.1 - Neo Tai Kim - o.h.f.a. s (in Hainanese):

Xd. by Mr. Tan (Contd.)

(T: Shamrock Hotel - conversion to Emerald Room).

In April 1969 I was unsuccessful in my tender for the restaurant at the Airport. I then decided to convert Shamrock Hotel into a restaurant and nightclub. I also had the intention of appointing all the employees of the Airport Restaurant to work in the proposed restaurant and nightclub. I asked my friend David Ng to design the restaurant. I told him I wanted to have a first class restaurant and nightclub. He showed me the plan. Then I requested him to get a contractor to undertake the work of renovation. I did not discuss my plan with anyone. I informed my wife of my plan. Not true the plaintiff, Ronnie and Freddy Tan had a meeting with me over the renovation.

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The renovation took slightly over two

months. It is correct the Champagne Lounge was carried on as usual during the renovation. I went to the hotel during the period of renovation; I was there everyday and was there 1 or 2 hours either in the morning or the afternoon. I supervised the work and to see how far the renovation had progressed. When I was there sometimes I saw the plaintiff there, she was just walking about. I was the person who made the decision about the renovation. I paid the costs of the renovation. Ronnie Tan played no part in the renovation. Freddy Tan sometimes went there; I intended to employ him as the manager of the nightclub; sometimes he was there just to have a look.

In the High Court of the Republic of Singapore

Defendant's Evidence  
No.18  
Neo Tai Kim Examination  
29th January 1980

(continued)

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I had seen the newspaper supplement about the opening of the Emerald Room; it was published a day after the opening. I read the supplement on the following day; it was published on the same day of the opening. The day following the opening there were reports of the opening ceremony. When I read the supplement the day following the opening that was the first time I came to know of it. I made inquiries as to how the supplement came about. I asked the plaintiff; she told me it was Freddy Tan's idea.

I was running the Emerald Room. No marketing was done. The chief cook who was in charge of the kitchen ordered the foodstuff which was delivered in the morning and checked by the storekeeper George Tan. George Tan ordered the provisions and liquor and they were delivered and received by George Tan. I made the payments for the foodstuff, provisions and liquor by cash or cheque.

I engaged the staff of the Emerald Room and paid their salaries. I employed Freddy Tan as manager of the restaurant and the night club.

We kept all the bills of the customers and they were registered with the Customs Dept. for the purpose of cess. The bills had to be registered before they were issued to the customers. The customers paid their bills by credit card, cheque or cash. I checked the credit card, cash and cheque against the bills. If everything was in order I would send the bills to the cashier to record the sales under different heads, liquor, food, cigarettes, peanuts, pickles. That is known as the daily cash sales record. I kept the cash and the cheques at the end of the day in the safe in my office. The credit card vouchers were kept by the cashier. The following day I would ask George Tan or

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(continued)

Neo Tai Hock to pay in the cheques into the bank, mostly in Chung Khiaw Bank and also Asia Commercial Bank. The account with Chung Khiaw Bank was in the name of Shamrock Hotel and the one with Asia Commercial Bank in the name of Emerald Room.

Not true the plaintiff was running the whole business of Emerald Room. (T: Bundle I chits produced by the plaintiff; she said they were amounts of money banked in from collection of Emerald Room & Night club.) The cheques and cash were banked in by either Neo Tai Hock or George Tan. I know nothing about the chits in Bundle I; they were not prepared by us.

10

(T: Bundle G, chits produced by plaintiff who said they were cash money given to you from the collection of Emerald Room and night club - for e.g. p.1071 chit 1/3/74).

20

This chit is in my handwriting. It bears my signature. I got this sum of \$1500 from the cashier and I wrote this chit and handed it to the cashier for accounting purposes. The same would be for the chits of 6/3/74, 7/3/74 and 22/3/74 on same page.

(T: p.1075 chit 19/2/74).

This chit made by the cashier. I can read the three top Chinese characters "Mr. Neo"; I can't read the other character. (T: translation says "Taken"). This had to be made out as I got the \$200 from the cashier for the purpose of accounting. This would be the same for the other two written chits.

30

After I had checked the accounts at the end of each day these written chits were then thrown away. That would be the same as to the other written chits - Bundle G.

(T: P.1075 chit-6/2/74 "machine printed chit").

40

I have not seen this chit before this trial. Not true the plaintiff gave me these sums to pay for No.36, No.19 Jalan Mutiara and No.19 Jalan Mariam. The plaintiff had never given me any money for the payment of any of the six houses the subject matter of this suit.

(T: There are other chits in this bundle allegedly of monies given to you by the

plaintiff for payment of the houses).

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I have never seen any of these chits before. I have not received any of the sums stated in the chits.

(T: 3rd type of chits in the bundle - p.1079 - chit 12/1/74 of \$7000).

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10 I have not seen this chit before the trial. Not true the plaintiff gave me \$7000 in cash on 12/1/74. I have never received any sums of cash from the plaintiff. I have not seen the other chits in the bundle, which plaintiff said she gave cash to me before the trial. I have not received any money from her as shown in these chits.

(continued)

20 In 1971, February, I started the Wisma Theatre in partnership with my younger brothers Neo Tai Tong and Neo Tai Koon. This business is still being carried on. The average earnings for me from this business is about \$30,000 per year.

(T: The Skillets).

30 It was my idea to start this coffee house. I first formulated this idea when Supreme House was being built, I passed the building everyday. I happened to meet a friend of mine near the building site, he was Wee Kia Lok. I asked him and he told me he was a shareholder of the developers of Supreme House. I told him of my idea. Finally I decided to take a lease of the site for my coffee house.

On 15th September 1970 I received a letter from Supreme Holdings Ltd. offering me a lease of the coffee house premises. Letter is in Bundle Q p.3 (T: Last para. on p.4). I intended to form a private limited company. I confirmed the terms set out in the letter.

40 On 19th September 1970 I paid to Supreme Holdings \$22,846.50 as booking fee for the premises. (T: Receipt at Q p.6). It was my money. I did not receive this sum from the plaintiff.

Not true I did all the negotiations with Supreme Holdings on the plaintiff's behalf. I did not conduct the negotiations on anyone's behalf.

I told the plaintiff of my plan to start a coffee house. She did not agree to my plan; she was afraid I might not get enough staff for the

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coffee house. I did not agree with her views.

Skillets was registered in the name of the plaintiff in April 1971. My intention was to form a private limited company and have Skillets registered in the Company's name. In April 1971 the Co. had not been formed yet so I had Skillets registered in name of the plaintiff. Before I did so I told the plaintiff that the business belonged to me although the business would be registered in her name. I also told her it would be registered in her name because the Co. had not been formed. She agreed. 10

In November 1970 I was still receiving letter from Chia & Poh, Solicitors for Supreme Holdings, asking me to sign the lease. That letter is in p.12 of Bundle Q. The other correspondence are at pp.13, 14 and 15. Eventually the lease was signed by the plaintiff.

David Ng was in overall in charge of the renovation of the premises. He received instructions from me. The renovations took slightly more than 2 months. During these 2 months I was present at the premises everyday. I was there 2 to 3 hours in the morning; in the afternoon I would go again and spent 2 or 3 hours there. David Ng explained to me the works of the renovation and about the progress. I paid for all the renovation works. I did not receive any of the money from the plaintiff. 20 30

The kitchen equipment, utensils and crockery all paid by me.

The chief cook engaged the staff of the kitchen, with my approval. The serving staff was interviewed by the Captain, Tan Jee Hong and appointed by him with my approval.

I had no manager for Skillets. Not true Freddy Tan was the manager; he just went there to have a look.

The menu was prepared by the chief cook. 40

There was some sort of training for the staff conducted by the chief cook; for his assistants and by the Captain for the serving staff.

Ronnie Tan took no part in the training of the staff. He contributed no idea to the planning of the menu, all done by the chief cook. He did not do the recipes, also done by

the chief cook. Ronnie Tan did not contribute any idea towards the renovation plan, all done by David Ng.

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10 Sometimes the plaintiff went to the premises during the period of renovation, to walk round. I made all the decisions regarding the renovation. The plaintiff did not engage any of the staff of Skillets. I did not take any money from the plaintiff for the purpose of the renovation, or the equipment and other things necessary for starting the Skillets. I did not discuss with the plaintiff the cost of renovation. I got the money from my business, from the profits I made in the past from my business - Sharikat Malaysia, International Airport Restaurant and Emerald Room.

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(continued)

20 The Skillets had an overdraft account with the Asia Commercial Bank, for the sum of \$100,000, secured by the two Mt. Sinai properties. The bank account was in the name of Skillets and plaintiff gave me a mandate to operate the account. In most cases I drew out the cheques and signed them. The bank statements from Asia Commercial Bank were sent to my P.O. Box 1457 (T: as shown in Bundle C p.595 onwards). The business did not need an overdraft account. I was not sure if the business would be a success; anyhow it was advisable to have overdraft facilities in case the business was short of money.

30 I knew of the bank account with Lee Wah Bank, Penang Road Branch. It was in the name of the plaintiff. The business needed a lot of small change and without a bank account nearby it would be difficult to get small change whenever needed.

40 I made the arrangements for the mortgage to A.C. Bank. I instructed the lawyers. When everything was ready the General Manager asked me to bring the plaintiff to the lawyers' firm to sign the mortgage. On the same day the account was opened the plaintiff signed the mandate in the office of the General Manager.

(T: The opening of the Skillets).

50 I had an opening ceremony. There were newspaper supplements of the opening; I knew of it on the same day. When I read the supplement I was dissatisfied. The publication of the supplement was all arranged by my wife's nephews, Ronnie and Freddy. I was unhappy because the supplement was published without my knowledge and

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consent. I was present at the opening. When I first arrived at the premises I noticed there were photos of dishes of food displayed at the main door. I don't know who took the photos; perhaps the chief cook got someone to take them; I did not make inquiries. The supplement was also displayed at the main door; I removed the supplement.

Caroline Tan was not the M.C., she was present; there was an announcer, Caroline Tan. Not correct Caroline Tan announced the plaintiff as the boss of Skillets.

10

I was in charge of the daily running of the Skillets. I ordered the fresh food and Tan Siang Hin went to collect it. The cook ordered the provisions and the storekeeper the beer. The payment for these things was made by me. It was my money. I did not take any money from the plaintiff to pay for them.

The cashiers were on 3 shifts. At the end of each shift the cashier would hand the takings to one Michael Tong and he would do the checking and after that he would hand the takings to me, consisting of cash, cheques and credit card vouchers. I would also countercheck. I would then put the cash in the safe at the office of Skillets; the cheques were also kept in the safe and paid into the bank the following day, Asia Commercial Bank. Credit card vouchers were kept in the office and twice a month they were presented for payment.

20

30

Adjourned to 10.30 tomorrow.

Sgd. F.A.Chua

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Wednesday, 30th January, 1980

Cons. Suits 3999/76 & 3744/76 (Contd.)

Hearing resumed.

D.W.1 - Neo Tai Kim - o.h.f.a. s(in Hainanese):

Xd. by Mr. Tan (Contd.)

I was in charge of the day-to-day running of the Skillets. I was also in charge of the day-to-day running of the Emerald Room. I went to the Skillets between 9 and 10 a.m. and left about 2.30 p.m. I returned to Skillets between 10 and 11 p.m. When I left Skillets at about

40

2.30 p.m. I went to the Emerald Room and remained there for 1 or 1½ hours, then I went to the office at the Emerald Room to attend to my matters. After attending to my matters I left and went to the two and returned to the Emerald Room in the evening between 10 and 11 p.m.

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When I was at the Skillets I went to see the chief cook and asked him about the dishes to be prepared on that day. I asked the Captain about the service and also asked him to see that everything was in order. I collected the daily takings and also did the checking. When I was at the Skillets once in a while the plaintiff would come and walk about for a while. Not true the daily takings were handed to her and kept by her.

(continued)

20

(T: Bundle H - plaintiff's documents of cash given to deft. for collection at Skillets - p.1209, chit 16th July '73 for \$1000).

It bears my signature. Chit written by the cashier and signed by me. I took the \$1000 from the drawer and I had to acknowledge receipt of it for purpose of accounting.

(T: There are other handwritten chits in Bundle I).

They were all made out under the same circumstances.

30

In the normal circumstances these chits would be thrown away after accounting.

(T: p.1209; there are 3 printed chits).

I have not seen these chits before this trial. Not true they were of sums of money handed to me. I had not received any sums of money as shown in those chits.

(T: Other printed chits in the bundle).

40

I have not seen them before the trial of this action. I have never received any of those sums of money as alleged by the plaintiff.

(T: The six properties - 44 One Tree Hill).

It was my idea to purchase No.44. I came to know of this property first. I informed the plaintiff of my intention to buy this property;



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I told her there was a house for sale at Kim Lin Park and my intention of buying it; I also told her I intended to put her name as the buyer and the money would be paid by me and she agreed. I told her I paid for the house and I was the owner of the house; she agreed.

After obtaining her consent I went to the office of the developers, Yat Yuen Hong at Oxley Rise. I paid a booking fee of \$2500. I went there with my friend Mr. Alwis. There I signed an option form which was in the name of the plaintiff. (T: In Bundle Q p.1). It bears my signature at the bottom right hand corner and Alwis' signature at bottom left hand corner. The receipt for the \$2500 is on p.2 of Q. The plaintiff did not go with me on this occasion. When I signed the option in February 1963 the house was almost completed. I took the plaintiff to see the uncompleted house. I subsequently paid further sums of money towards the purchase of this house. This house was sold at \$39,500 and I paid an extra \$500 for the door, an additional structure.

I had to take a loan to purchase this house, loan of \$20,000, from the Chung Khiaw Bank. I made the arrangements for this loan. I instructed lawyers in respect of this loan and the purchase of this house. The mortgage for this loan was then executed by the plaintiff. The mortgage was executed at the office of Mr. Murugason in Market Street; she signed it in my presence and in the presence of Mr. Advani who was then in the office of Mr. Murugason. Ex. D3 the mortgage.

When the house was completed I received the keys. I then did some renovation which I paid. I bought the furniture. Then I and plaintiff and the children moved into the house.

The mortgage was discharged on 6th August, 1971. I paid the money to the Chung Khiaw Bank. Not true the plaintiff handed me the money for the progress payment of this house. Not true the plaintiff handed me \$20,000 in cash to pay for the house.

I was present at the signing of Ex.D3; the lawyer explained the contents of the document to the plaintiff; the chief clerk of the lawyer was present - Chia Chee Hong. The lawyer explained and he asked the chief clerk to explain to the plaintiff; the chief clerk interpreted it to the plaintiff.

On 15th March, 1972 this property was again mortgaged to the Chung Khiaw Bank; this time for \$80,000 for the account of Shamrock Hotel. During the 7 months between the first and the second mortgage the title deeds were in my possession and I handed them to the bank in respect of the second mortgage and the bank gave me a receipt, which is at p.90 Q.

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I made the arrangements for the second mortgage. I instructed the lawyers. The plaintiff signed the second mortgage, she did it voluntarily.

(continued)

The second mortgage was for an overdraft. The plaintiff had no rights at all to operate This overdraft account. I did not have to inform the plaintiff how I used this \$80,000.

20

The property tax of this property was paid by me; the receipts for the tax are in bundle Q. (T: pp.7, 19, 21, 28, 37, 38, 43 and 49 for the period 1/7/71 to 31/12/75 ).

This property was owner-occupied and income tax has to be paid on its annual value. The income tax was assessed under my income and paid by me.

(T: The 2 Mt.Sinai properties).

30

It was my idea to buy these two properties. I came to know of these properties first; it was advertised in the newspaper and on a signboard at the estate. I told the plaintiff of my intention, I told her the two houses were for sale and I intended to buy them in her name and that I would pay for them and that the houses would belong to me and she agreed.

I went to the office of the developers and paid a deposit for these 2 houses. I instructed solicitors to act in plaintiff's name for the purchase.

40

I did not have to get a loan; they were paid progressively. I made the progress payments. I paid the solicitors' fees. Not true the plaintiff gave me sums of money to pay the progress payments.

When the houses were completed I went to get the keys. I then renovated the two houses and I furnished them, I paid for the renovation of the furniture.

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(continued)

(T: Sale and purchase was on 1/7/71).

Yes.

The two properties were mortgaged on 28/12/71. Before the mortgage I had the title deeds in my possession. Mortgage was \$50,000 on each house to secure the overdraft account of Skillets with the Asia Commercial Bank. I made the arrangements for the mortgage; I instructed the lawyers to act; I paid the lawyers' fees. I had authority to operate this bank account; I had a mandate from the plaintiff. It was I who in fact operated this account.

10

No.42 Mt. Sinair was let out from 10th May 1972 to February 1976. I made all the arrangements for the rental of this property. I did not have to consult anyone. During this period I collected the rents; in fact the rents were sent to Emerald Room, the envelope was addressed to me; payment by cheque payable to the plaintiff. I paid in the cheques in Shamrock's account with Chung Khiaw Bank. I have not repaid any rent to the plaintiff; she has never asked me; she has never asked me what I did with the rent.

20

The receipts for the rentals of both properties issued by me and if I was not there by a clerk. Sometimes the clerk signed the receipt and handed me the cheque.

The bank receipt book was in my possession. In Bundle Q are the counterfoils of the rent receipts for No.56 (T: at pages 69-79).

30

Property tax for No.56 paid by me. In Bundle Q are the receipts for the period 1st July, 1971 to 31/12/75 (T: at pp.9, 17, 18, 22, 25, 33, 35, 41, 44 and 48). Property tax for No.42 also paid by me, the receipts from 1st July 1971 to 31/12/75 (T: at pp.10, 11, 16, 24, 27, 29, 36, 40, 45 and 47).

Income tax on the 2 properties paid by me.

40

If the tenants had any complaints about the house they would look for me and I would attend to the complaints.

In the course of these proceedings I learned that the plaintiff wanted to sell these 2 properties and I instructed my solicitors to apply for lis pendens order so as to protect

my interest and rights. Order obtained on 29th March, 1977. Subsequently by consent one of the properties was sold, No. 42.

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(T: No.2 Grove Lane).

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10 It was my idea to purchase this property. I saw the signboard and advertisement in the papers of sale of this property. I told the plaintiff of my intention; I told her I would buy it in her name and I would for the house and the house would belong to me, she agreed.

(continued)

I paid the option fee \$500 and receipt is at p.1 of Bundle P. The agreed price was \$193,000.

20 I had to get a mortgage to help me to buy the house. I made the arrangements. I instructed the lawyers to act for the purchaser. Mortgage was for \$120,000 with Malayan Banking Berhad, a housing loan, \$70,000 balance to be paid. On 13th July 1970 a sum of \$18,800 was paid towards the purchase price; I paid this sum. Not true I took the money from the plaintiff and paid it on her behalf. The receipt for this sum in my possession, copy of it is at p.2 of P (T: It says "First payment .....No.121 Henry Park). On 13th July 1970 this property was known as Lot No.121; it was not known by any other number. On that date I did not know it was going to be known as No.2 Grove Lane. On 15th August 1970 a sum of \$19,300 was paid and receipt is at p.3 of P. I paid this sum; my money. On that day I did not know the property was going to be known as No.2 Grove Lane. On 29th Sept. 1970 a further sum of \$28,950 was paid towards the purchase price and receipt is at p.4 of P; I paid this sum. On that day I did not know the property was going to be called No.2 Grove Lane.

40 I had the authority to operate this account with the Malayan Banking; the plaintiff gave me a mandate, she did it voluntarily.

On 2nd November 1973 this account with Malayan Banking was started with initial payment of \$500 cash and not long after the mortgage was taken. (T: Mortgage at end of December 1973, the 27th). The \$500 was my money. I in fact was operating this account. To Court: Account in name of plaintiff.

When the account was opened I was given a

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cheque book, it is still in my possession, since date it was handed to me. I produce the copy of the cover of the cheque book at p.109 of P and counterfoil of first cheque issued of \$103,588.75 at p.110 of P and counterfoil of cheque for \$16,411.25 for payment of solicitors' fees at p.111 of P. After these 2 cheques were issued no other cheques issued on this account. A paying-in book was also issued and I have possession of it. I produce copy of the first page of it at p.98 of P and on the following pages 99-108 are copies of the counterfoils of paying-in slips. The paying-in slips at p.99 the handwriting is that of the bank officer.

10

Adjourned to 3 p.m.

Sgd. F.A.Chua

Hearing resumed.

D.W.1 - Neo Tai Kim - o.h.f.a. s(in Hainanese):

Xd. by Mr. Tan (Contd.)

20

(T: Bundle P p.100 - paying-in slip).

The handwriting is mine. The \$2500 was mine. I personally went to pay in the money, at Geylang.

(T: p.101).

My handwriting; not my signature, officer who received the money signed it. The \$2500 was mine. Neo Tai Hock paid in the money.

(T: p.102).

My handwriting, except the signature. It was my money. I went to pay in.

30

(T: p.103).

My handwriting, except the signature. My money. I went to the bank to pay in.

(T: p.104).

My handwriting, except the signature. My money. I went to the bank to pay in.

(T: p.105).

My handwriting, except the signature. My money. I went to the bank.

40

(T: p.106).

Not my handwriting, someone in the banks;  
my money; Neo Tai Hock went to the bank to  
pay in.

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(T: p.107).

My handwriting except for the signature.  
My money. I went to the bank to pay in.

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(T: p.108).

10 My handwriting. My money, I went to the  
bank to pay in.

(continued)

When I bought No.2 the house was in the  
course of being erected. When it was completed  
I took possession of the keys. I bought the  
furniture and paid for it. Renovations were  
done, I made the arrangements and I paid for  
them.

20 The premises were let out. I made the  
arrangements. I paid the agency fees for the  
letting of the house. I collected the rents;  
they were sent to Emerald Room; envelope  
addressed to me; cheques payable to the  
plaintiff. The rents from July 1974 to March  
1976 were deposited in the Shamrock Hotel  
account with Chung Khiaw Bank. I issued the  
receipts for the rents. Copies of counterfoils  
of the receipts are in pp.45-52 of P. There was  
a deposit of 3 months rent for these premises.  
I collected the deposit and receipt issued  
(T: Copy of counterfoil at p.44 of P).

30 (T: p.31 - letter from Rikhraj & Co. to  
you on behalf of plaintiff asking for  
rents for January - March 1976).

Apart from this letter I have not received  
any demand from the plaintiff for rent. I did  
not comply with this letter. NO follow-up action  
was taken by the plaintiff or her solicitors.

40 The property tax was paid by me for the  
period 1/1/75 to 1st half of 1976 and receipts  
at p.27 and 30 of P. The income tax on the rental  
of this property was assessed on my income and  
paid by me.

I had to pay a monthly instalment to the  
Malayan Banking; I paid them.

Complaints by the tenant were made to me.

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If there was any property tax matter that needed attention I attended to it.

On 10th June, 1975, I wrote to the Comptroller of Property Tax, p.20 of P. Written in name of plaintiff but signed by me. Letter asked for refund for period the property was not let out.

On 10th June 1975 I lodged Notice of objection to annual value of No.2; at p.21 of P. On 10th June, 1975, I lodged 2 Notices of Objection, first at p.21 of P relates to collection of backdating of the annual value and the second at p.22, relates to the proposed annual value itself. I was successful.

10

(T: p.23).

I lodged application for Exemption of Surcharge on Property Tax in respect of No.2. I was successful.

The receipts, copies of them, for the renovation, some of them are at pp.140, 141, 142, 143, 144 and 145 of Bundle P.

20

(T: No.36 Belmont Road).

It was my idea to purchase this property. At that time we were living at No.44 One Tree Hill. As the number of members of our family was increasing we needed a bigger house to live in. So I decided to buy No.36.

I knew of this property first through David Ng. It was an old house with a large piece of land. There were negotiations in respect of the purchase; I did the negotiations. I did not consult anyone about the terms of purchase. The final agreed price was \$190,000.

30

I told the plaintiff of my intention to purchase this house after the price had been agreed. I told her I was going to buy a house for \$190,000 and it would be bought in her name and the purchase price would be paid by me and I also told her the house would belong to me. She agreed.

40

I had to raise a loan of \$133,000 from Overseas Union Trust. I made all the arrangements for the mortgage. I had to make cash payments towards the purchase; I paid \$60,000 to \$70,000 in two sums, and that

included legal fees. It was my money. I did not take the money from the plaintiff. There was also a guarantee, I was the guarantor.

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10 I intended to renovate the house. I made all the necessary arrangements for the renovation; I only consulted David Ng; I also consulted the firm of Kee Yeap, Architects, recommended by David Ng. Eventually the plans were shelved and not proceeded with.

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The house was rented out.

(continued)

(T: p.91 Bundle Q letter from T.Q.Lim & Co. to you).

I remember receiving this letter; giving me some advice as to whether No.36 was controlled premises. This letter was the result of my going to consult Mr. Lim.

20 I made all the necessary arrangements for the rental of No.36 through a housing agent.

I collected the rents, sent to Emerald Room; envelope addressed to me; cheques payable to the plaintiff. I paid the cheques into Shamrock Hotel account with C.K.Pank. Receipts were issued, I produce counterfoils of rent receipts from February 1974 to August 1975 at pp.81-89 of Q. Receipt issued in August 1974 was for rents paid up to October 1975.

30 The plaintiff has not asked me to repay her all these rents; nor has she asked me what I did with the rents.

Before letting the house I had to do a little renovation and to furnish it. I paid for the renovation and the furniture.

Property tax paid by me for the period 1/1/72 to 30/7/76, receipts are at Bundle Q pp.20, 23, 26, 30, 34, 39, 42 and 46.

Complaints from the tenants were attended to by me.

40 Adjourned to 10.30 tomorrow.

Sgd. F.A.Chua



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Thursday, 31st January, 1980

Cons. Suits Nos. 3999/76 and 3744/76 (contd.)

Hearing resumed.

D.W.1 - Neo Tai Kim - o.h.f.a. s (in Hainanese):

Xd. by Mr. Tan (Contd.)

(T: Not 36 Belmont Road)

There was another mortgage in respect of this house. This was in February 1974; mortgage to Malayan Banking, Geyland Sub-Branch, for \$250,000. When this second mortgage was created I used funds for the second mortgage to pay off the mortgage to the O.U.T. At the time of auction of the 2nd mortgage the sum outstanding to O.U.T. was \$111,470.66. I used a cheque from the Malayan Banking account to pay this sum, a copy of it is at Bundle E p.972, the cashier's order is at p.973. 10

I operated the account at the Malayan Banking; the plaintiff did not have the authority to operate this account. The plaintiff executed the mortgage voluntarily. All arrangements were made by me. 20

In respect of this mortgage two bank accounts were opened in the Malayan Banking; one account is number 15226 and the other 15227. I used the 15226 account for the payment of the purchase price of No.36; the 15227 account I used for my own purposes. Monthly repayments were made towards 15226 account the sum I paid monthly was \$2500. Bank statements for 15226 account is reproduced in Bundle E, starting from p.995. At p.995 there were 4 payments of \$2500 each paid in cash, I paid them into the bank, my money. At p.996 there were 4 payments 3 in cash and one by cheque of \$27,000. It was my cheque from the account of 15227. The cash was my money. At p.997 two payments into the bank, in cash, my money. At p.998 there was no payment, of \$300, my money. 30 40

(T: A/c. 15227 p.1001 - payment out of \$3296).

That was for the solicitors costs for acting for the mortgages. The sum of \$2219 on same page was for solicitors costs acting for the mortgagor, and the bill for that sum is in Bundle Q p.94, bill of T.Q.Lim & Co. addressed to me.

(T: p.1002 - debit of \$15,000).

That was paid for the Grove Lane property, by cheque.

(T: p.1002, payment out of \$27,000).

That was paid into account 15226.

(T: No.19 Jalan Mariam).

10 I came to know that this property was for sale; it was advertised in the newspaper. I told the plaintiff of my intention to buy this property. I told her I would buy this house in her name, the price would be paid by me and the house would belong to me. She agreed.

On 4th November 1971 a sum of \$6335, was paid to the Faber Union Ltd. as booking fee. I received a receipt from Faber Union in plaintiff's name, copy of it in p.5 of Bundle P.

20 On 14th January 1972 another sum of \$6335 was paid to Philip Wong & Co. I made these two payments of \$6335; they were my own money. Receipt from Philip Wong & Co. is at p.6 of Bundle P.

I instructed lawyers in respect of this purchase. A loan was necessary; I made all the necessary arrangements for the loan with the developer. The house was in the course of erection.

30 When the building was completed I took possession of the building. This property was let out; I made all the arrangements for the letting. I collected the rents; sent to Emerald Room in envelope addressed to me, cheque made payable to the plaintiff. I banked the cheques to the Shamrock Hotel account with Chung Khiaw Bank.

The plaintiff has never asked me what has happened to the rents. She has never asked me to repay to her the rents.

40 Rent receipts were issued by me, receipts for period 10th July 1972 to January 1976 are reproduced in p.53 of Bundle P to p.97. There was a deposit paid by the tenant, \$700. I received the deposit and paid it into Shamrock Hotel account with Chung Khiaw Bank. Receipt issued by me for the deposit, at p.54 of P.

In the High Court of the Republic of Singapore

Defendant's Evidence  
No.18  
Neo Tai Kim Examination  
31st January 1980

(continued)

In the High  
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Evidence  
No.18  
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(continued)

The plaintiff has never asked me about  
the deposit.

Property tax for the property was paid  
by me; the bills and receipts from 1st July  
1972 to 31st December 1975 are in Bundle P  
at pp.10, 11, 12, 16, 17, 19 and 26. Income  
tax for the rental paid by me.

Complaints of the tenant were made to me.

I have not received any money from the  
plaintiff towards the purchase price of any  
of these six properties.

10

(T: to Court: No.19 Jalan Mutiara not  
in issue in these proceedings).

(T: We have the account books of both  
the Emerald Room and Skillets. The  
defendant's Account Dept. has prepared  
a payment analysis book and it is for  
payments of purchases, expenses, all  
outgoings of Emerald Room and Skillets.  
Thereis also a receipt book which is for  
monies received from the sales of food,  
beverage, cigarettes for these establish-  
ments. These books have been kept by the  
defendant's A/c. Dept. and they are  
done on a monthly basis with a summary of  
each day's sales and payments recorded.  
I don't know when they are made out, not  
subject of any disclosure at any time,  
not even since the last hearing. These  
documents should have been disclosed long  
ago. We can't get discovery from defendant.  
We would like to see his Income Tax REturns.

20

30

Court: We will not put the books in; if  
Mr. Smith wishes he can examine them.  
Defendant says he has these books and  
they are here.)

(T: Bundle H - plaintiff says that in  
the first few months of the start of  
Skillets she gave the defendant big amounts  
of money shown in p.1223, 1219. In cross-  
examination she said the defendant gave  
instructions that no payment should be  
made out of receipts of Skillets and that  
was why she had so much money to give him.  
We have made an analysis of the sales and  
payments of Skillets from 31st August 1971  
to end of February 1972 and these are  
obtained from these books here. The  
analysis shows what she said cannot be

40

true. I would like to put the analysis through the defendant. Discovery does not arise.

S: They should have been disclosed.

Court: I would not allow defendant to put in the analysis.

10 I have heard the evidence of the plaintiff. I deny that I gave instruction that no payments should be made by Skillets for receipts of Skillets during the first few months and that all receipts should be handed to me. Payments were in fact made from Skillets.

There was a rental deposit for Skillets, which I paid from my own funds.

The income tax for Skillets was assessed as my wife's income but I paid the income tax.

20 (T: Bundle C p.550 - letter 18/12/76 from Chor Pee & Hin Hiong to defendant's solicitors asking the defendant to take care of the Skillets since the deft. claimed to be the owner. P.548 letter from Comptroller to plaintiff setting out, inter alia, the assessment for year 1975, which is for year ending 31/12/74. P.551 reply from defendant's solicitors to plaintiff's solicitors, deft. said he would be paying the tax liability. At 30 552 Comptroller wrote to plaintiff's solicitor stating that outstanding tax had been paid by defendant).

(T: Ex. P.1 - the Registration of Skillets p.13 - Notice of Termination of Business).

40 The plaintiff knew that the business of Skillets belonged to me so she signed this form and handed it to me towards the end of 1975 at No.19 Jalan Mutiara. I asked Janet Soo, also known as Janet Toh, my employee to telephone the plaintiff and asked him to come to No.19 Jalan Mutiara. I brought the form to No.19. The plaintiff signed it in my presence. Before she signed I told the plaintiff that since she admitted that Skillets belonged to me she had to sign the form to the effect that she had nothing to do with the business of Skillets. She did not say anything before signing.

In the High Court of the Republic of Singapore

Defendant's Evidence

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(continued)

Sometime in January 1976, on 15/1/76 I went to the Registry of Business Names to register the form signed by the plaintiff. Subsequently I came to know the plaintiff cancelled the form.

In April 1974 there was an incident between plaintiff and me; can't remember the date. (T: Plaintiff in her divorce petition mentioned 10th April 1974). That could be the date. The incident took place at No.19 Jalan Mutiara. We had a quarrel. That day when I returned home I questioned the plaintiff why she had given money to Lim Joo Cheng. She denied it. I again questioned her, actually I accused her of having intimacy with him. Then I asked her not to put me into shame, she had to think of our children. Lim Joo Cheng was a good friend of mine; he has been to this Court everyday since the hearing began. I warned plaintiff not to go to the Emerald Room, otherwise I would put her to shame.

10

20

A month later, 26th May 1974, there was another incident. We quarrelled. That day I returned home and she was about to leave. I took her handbag with intention of examining the contents. At that time I suspected she might have contraceptive pills in her handbag. I examined her bag, I did not see any pills inside. I asked her why she committed adultery with Lim Joo Cheng and Lim Meng Hong. I told her not to go to Skillets as well, otherwise I would put her to shame. After this quarrel the plaintiff left the matrimonial home. I did not take anything from her handbag. I did not assault her that day or on the 10th April.

30

After the quarrel on 10th April 1974 the plaintiff stopped going to the Emerald Room. After the quarrel on 26th May the plaintiff stopped going to Skillets.

40

(T: Ex. D.1 - the acknowledgment of trust).

A few days before this document was signed, one night it was raining when I returned home. I heard a tinkling sound of the telephone and I picked up the receiver and listen. I heard an intimate conversation between the plaintiff and Lim Joo Cheng, vulgar conversation. Plaintiff put down the receiver and I also put it down. I was very much upset.

50

On the following day I went to the office

of Wee Kia Lok. Wee Kia Lok knew the Skillets belonged to me. I told him what had happened the previous night. I told him my wife had done me wrong. He asked me if I had any other property. I told him I had bought properties in plaintiff's name, that the houses belonged to me. He asked me if I had any documentary evidence as to the ownership of those houses. I told him I had none. Then he said in that case he would prepare a document. At that time he was rather busy and suggested I should come back two days later. I also told him the addresses of these properties - No.44 One Tree Hill, 42 Mt. Sinai Ave., 56 Mt. Sinai Drive, No.2 Grove Lane, 36 Belmont Road and No.19 Jalan Mariam and Skillets.

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50

Two days later on receiving his telephone call I went to see Wee at his office. He read the contents of a document to me and asked me if they were correct. I said they were correct. Then we went to lunch. During the lunch I tried to locate my wife by telephoning 19 Jalan Mutiara; she was not in; I tried Caroline Parlour, she was not there. When I was about to finish my lunch I again telephone to these 2 places, she still was not there. Then I asked Wee to go with me to the Emerald Room if he was free. We went to the Emerald Room, arriving there at 2.30 p.m. I met the plaintiff there.

I led Mr. Wee to a room and then came out and asked my wife to come in. The room was a special room in the restaurant, there were a few dining tables in the room which was near the bandstand. When my wife and Wee met they just nodded to each other. Wee sat down. He told my wife what I had told him. Then Wee told her that the houses were paid by me and they belonged to me although they were registered in her name. He also told her Skillets belonged to me although it was in her name. Then Wee explained the contents of the document which was in duplicate to the plaintiff. Then Wee asked her if she agreed to the contents and asked her to sign it if she did agree and she did not have to sign it if she did not agree. My wife asked me for a pen; while she was signing the document she made remark that the family of Foo was not interested in the property of Neo family. Soon after signing the document she left and Wee and I also left.

Three days later I took the duplicate of the

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(continued)

document to Wee's office. I kept the original.  
I handed the duplicate to Wee and asked him  
to keep it in case something might happen to  
me, my children were still young and I asked  
him to look after my children. I then left  
his office.

Adjd. to 2.30

Sgd. F.A.Chua

Hearing resumed.

D.W.1 - Neo Tai Kim - o.h.f.a. s (in Hainanese): 10

Xd. (Contd.) by Mr. Tan.

When the present writ was served on me  
I searched for the original of the document  
Ex. D1 which I had kept in my office but I  
could not find it. Then I went to see Mr.  
Wee Kia Lok and asked him if the duplicate copy  
was still with him; he then looked for it but  
he could not find it. Towards the end of 1978  
Mr. Wee found the duplicate copy. I also  
found mine either in January or February 1979. 20

My wife had made Income Tax Returns for  
income derived from Skilletts. I have never  
asked her to sign blank pieces of paper for  
the purposes of Income Tax Returns. To my  
knowledge no one had asked her to sign blank  
pieces of paper.

Cross-  
Examination

XXd. by Mr. Smith:

Yes I recollect there had been two  
previous interim proceedings in this case.

I speak a little English. 30

To Court: I left Victoria Bridge School  
when I was in Std. VI.

If I could express myself in English I  
would do so. Yes over the years I associated  
with English-speaking people. I conversed with  
them in English or Chinese. Not correct I can  
read legal documents in English. In my buying  
a house my solicitor would act for me. I  
cannot read a contract in English. I cannot  
write application for licences for my business; 40  
I asked someone to do it for me.

(S: Ex. D1).

I can read the top line except the last

word. I can read "To all to whom it may....".

(S: Read the whole document in English).

10 "By this - I, Foo Stie Wah, the wife of  
Mr. Neo Tai Kim, Hereby - and - that I hold  
the following - -; namely" I can read the  
properties (a) to (f). "and the Coffee-House  
business known as Skillets (all registered  
in my name) as - and in trust for my said  
husband, Mr. Neo Tai Kim, as all monies for  
- those - - and business were - by him - AND  
Hereby Agree that I will at the request and  
costs of my said husband - or - the said - -  
and business to such person or persons at such  
time or times and in such - or - deal with  
the same as my said husband shall - or - and  
will at all times - and do all such - acts  
and things as may be - to - the - - or entry  
in the - of the - - to give - to any such -  
or - or if so - to - the interest of my said  
20 husband.

This - is given on the - that:

(a) my said husband will keep me - from all  
costs - - claims and - in - of the said - -  
and business and any - to which it may from time  
to time be subject.

(b) I shall not be - to - any - in - of the  
said - - and business unless and until monies  
shall have been - by my said husband for that -

Dated the 12th day of September 1973."

30 Yes I said the whole of this document was  
explained to my wife by Mr. Wee. Yes I was  
listening. Yes this is a very important document.  
Yes I said kept a copy in my possession and  
Mr. Wee kept a copy in his possession. Yes I  
said I lost it and I found it; I kept it in my  
office and I could not remember where I had kept  
it.

Yes Mr. Alwis knows English. Yes he worked  
in the Police Force.

40 All the legal words I do not know; this is  
a legal document, a document something trust.

Before she signed it Mr. Wee spoke to her  
in Hainanese and explained the document to her.

No, this document is not for the purpose of  
getting my properties back. My wife did me wrong,

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(continued)

then I asked Mr. Wee to help me; I told Wee the houses were bought in my wife's name and Wee knew that Skillets was my business although it was registered in her name. I did not prepare this document; she might abscond with a man and take along all the property. Yes the document was prepared for me to get the properties back.

(S: Affidavit sworn by your wife in Suit 3744 of 1976 dated 1st Dec.1978 (encl. 27 in Suit 3744/76 para.5; your affidavit of 2nd December 1978 (encl.28). Plaintiff swore there was no Trust Deed and that she was not a nominee. Paras. 4 and 5 of your affidavit).

10

Yes I remember these affidavits. (S: No where was there any mention of acknowledgment of trust). At that time I had not found Ex. D1. (S: You did not mention there was this acknowledgment and that it had been lost). I thought nothing could be said of it until it was found. I instructed solicitor, Mr. Wee did not go. I did not tell my solicitors about Ex.D1.

20

Yes I said I found Ex.D1 in January or February 1979. Mr. Wee did not give instructions to my solicitors, not in December 1978. Yes my evidence is that this document was disclosed to my solicitors in January or February 1979, disclosed to my solicitors' chief clerk.

30

(S: Your aff. of 26th December, 1978, verifying documents and Ex.D1 disclosed (encl. 12 in S.637/77).

I wish to inform Court that Mr. Wee found his copy sometime in December 1978; when he found it he asked me if I had found mine.

(S: Solicitors did not refer to duplicate item 13 )encl.13 in Suit 637/77).

My story of meeting in Emerald Room is true.

40

Not true after I saw how the affidavits went. I and Mr. Wee sat down and prepared Ex.D1.

Yes Mr. Wee was a lawyer's clerk at one time, with Laycock & Ong.

To Court: When I went to see Wee to tell him about my wife his office was at

with the cashier he asked me to bank those cheques into my account. Either I decided or he decided.

In the High Court of the Republic of Singapore

The cash I took home I kept it in a safe place. It was to be used to pay the wages, bills of the business. Some of the cash would be banked into my account, yes to pay bills. Balance kept in the house and if defendant wanted money I would give it to him.

Plaintiff's Evidence  
No.14  
Foo Tiau Wah [sic]  
Cross-Examination  
14th November 1979

10 The business for some months was good, for some months not so good. Profit was sometimes \$8000 p.m., slightly more than \$10,000 p.m. or slightly more than \$20,000; sometimes we even made more than \$30,000 during the New Year.

(continued)

20 The defendant came home to take money at intervals of 2 or 3 days, he would take \$1000 or \$2000. If he came after a lapse of 1 week he would take \$10,000 and sometimes more. Yes the defendant took a greater part of the profits in the period 1964 - 1969. At the end of this period I had more than \$50,000 at home. The defendant did not know how much I had saved but if he had asked me for \$20,000 I would have given it to him, because he is my husband.

(T: 1962 tender of the Airport Snack Bar).

30 Yes the cash was taken home by me and kept in a safe place. Yes whenever defendant wanted money I would give it to him. I can't remember how much I had saved by the end of 1962; I did not keep a record. The defendant knew of my savings; I was the cashier I must have the money. He did take money from me at the end of 1962; he did not take all but how much was left I have no record. At that time I had my own business selling postcards etc. and I had savings from that. After giving money to the defendant I had a few thousand dollars left and I also earned and saved \$1000 or 40 \$2000 p.m. selling postcards and dealing in money-changing. I kept my saving in a biscuit tin separately from the earnings from selling postcards and money changing.

To Court: What I have said would cover the restaurant business as well.

(T: Postcard business and money changing and selling tidbits).

The earnings from these I kept separately in a biscuit tin. I settled bills by cheques; mostly

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Plaintiff's  
Evidence  
No.14  
Foo Tiau Wah  
[sic]  
Cross-  
Examination  
14th November  
1979

(continued)

I paid in cash unless the supplier wanted  
cheque. My bank account Chartered Bank from  
1960 to 1965 and OCBC from 1965 after closing  
the Chartered Bank account.

This sideline business started in 1960.  
Between 1960 and 1965 I would settle bill from  
the Chartered Bank account. I seldom issued  
cheques; from 1960 to 1964 I did not issue  
any cheque; from 1964 to 1965 I issued a few.  
From 1960 to 1969 I issued cheques for the  
payment of sweets occasionally.

10

Say, I have to pay a bill of \$280 by  
cheque, I would put into my bank account \$300  
from my savings.

Yes I had treated the money from the  
sideline business as my own money. I had  
put into the bank money from my own savings.  
The defendant took so much money from the  
business and I had to work so hard. I had  
to do this sideline business to earn some money.

20

I worked so hard I did not even have a  
house. I wanted a house and when I asked  
defendant to buy one he said he had no money,  
then I had to do some sideline business.

The money from the restaurant business  
I had a share as I had worked so hard to run  
the business and I could not prevent him from  
taking money from me.

To Court: In the example I have given  
I paid \$300 into my bank account in order  
to keep a proper account of my sideline  
business, not because the account was  
short of money. This was my system of  
doing my business.

30

Adjourned to 10.30.

Sgd. F.A.Chua

15th November  
1979

Thursday, 15th November, 1979

Cons. Suits 3999/76 & 3744/76 (Contd.)

Hearing resumed.

P.W.2 - Foo Tiauw Wah - o.h.f.a. s(in Hainanese);40

XXD. (Contd.)

The cash to be paid into my bank account was paid in by George Tan. I did not tell him whose cash it was, nor did he ask me.

In the High Court of the Republic of Singapore

I did not keep account of my sideline business. I did pay money into my bank to cover bills of my sideline business.

Plaintiff's Evidence

No.14

(T: In 1960 to 1969 what was your relationship with defendant?).

Foo Tiau Wah  
[sic]  
Cross-  
Examination  
15th November  
1979

10 During that period we had quarrels over money matters and also his failure to help me in running the business. This happened once a week or once a fortnight. I would not say our relationship was not good, all I say is that he did not look after the children, he showed no interest in the family, he seldom took the children to a show or a meal and he never gave any presents to the children on their birthdays. I can't say whether I was a good wife or not; I only  
20 looked after the children and the business and I also cooked his food whenever he came home. I even prepared his beverage and food when he came home at 3 a.m.; as late as 2 or 3 a.m. He must have trusted me otherwise he would not have allowed me to continue to run the business. I remember in 1960 and 1961 he asked me not to admit that he was my husband and he also told me not to tell anyone I was his wife. Whenever  
30 anyone was looking for him I must not disclose that he was my husband. I don't know why he did that. It is true. On one occasion a lady showed a photo to me showing the defendant, two children and a woman, the woman was the one who showed me the photo. The lady asked me who the man in the photo was. Since I was already asked by defendant not to disclose that he was my husband, so I told the lady I did not know. The lady said she had made inquiries and she knew everything. What I have just said is  
40 true.

Yes Tan Jee Hong was an employee, in the Airport Staff canteen, in the International Airport Restaurant; now he is at Skillets. Yes I promoted him to "Captain". If he says I was not operating the canteen and the restaurant between 1958 and 1969 he would be telling a lie.

50 Yes Ronnie Tan worked at the Airport Restaurant from 1964 and he left in 1966 for Hawaii. Now he is 35 years old. Yes he would be between 19 and 20 years old in 1964. Not true Ronnie was appointed manager by the defendant on my insistence. I appointed Ronnie, not the defendant. Yes Ronnie is

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Plaintiff's  
Evidence  
No.14  
Foo Tiau Wah  
[sic]  
Cross-  
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(continued)

my sister's son. Not true Ronnie had no experience. He helped his father in his father's business, Ai Hou Kee Bar & Restaurant. I do not know if he had other experience.

Yes Freddy Tan is younger brother of Ronnie. He is now 33 so in 1966 he would be 19 to 20 years old. He helped running the airport restaurant from 1964 to 1966. He used to come in the evening to help and occasionally during the day. Yes that was all the experience 10 he had when I appointed him Asst. Manager. It was I who employed Freddy. I deny Freddy was appointed on my insistence.

When the airport closed down in 1969, I had save something from the restaurant business; I can't remember exactly how much I had saved. I don't think that the saving was very small \$40,000 to \$50,000.

To Court: Excluding the money taken by the defendant. 20

I really don't know for what purpose the deft. took the money from me; he was my husband and whenever he asked I gave. He might use the money on business or spend it on women.

(T: Our case).

Not true it was the defendant who operated the business at the old wing from 1960-1964. Not true it was the defendant who engaged the staff and paid their wages. Not true the cash and cheques were handed to the defendant. 30 Not true the defendant took the cash and cheques from the cashier and not from me. Not true from the taking he gave me money for household expenses as and when I needed. Not true some of the cheques to pay the bills were signed by me on my insistence to interfere with the business. Not true except for my signature the entire account of mine was handled by George Tan. Not true he operated my account on the instruction of the defendant. 40 Not true during this period I was not carrying on any sideline business, I did.

I carried on business of selling postcards and money changing from 1960 to 1964. At that time I was also the cashier at the restaurant. I had another drawer for my moneychanging business. I did not take away the defendant's business. I had my own drawer.

To Court: The defendant had agreed to my doing the sideline business.

Robinson Road, he was doing business there; he had ceased to be a lawyer's clerk.

In the High Court of the Republic of Singapore

10 I don't know when he ceased to be a lawyer's clerk; quite long before the signing of this document. He was a shareholder of Supreme Holdings; yes he was the Secretary of the Company, yes in 1971 and remained secretary ever since. Yes he is a friend of mine. No, I did not get him to help me in this case.

Defendant's Evidence  
No.18  
Neo Tai Kim  
Cross-Examination  
31st January 1980

Yes when the lease expired I applied for a renewal, I don't know if the plaintiff did.

(continued)

(S: In Suit 3744/76 Motion by plaintiff and order made on 14th October 1977).

20 Yes after expiration of the lease I stayed on the premises. I do not know that plaintiff was prepared to pay better terms for the premises. No, Mr. Wee did not help me at this stage. I approached the owners. Yes Chia and Poh were acting for the owners.

Adjourned to 10.30 tomorrow.

Sgd. F.A.Chua

Friday, 1st February, 1980

1st February 1980

Cons. Suits No.3999/76 & 3744/76 (Contd.)

Hearing resumed.

D.W.1 - Neo Tai Kim - o.h.f.a. s(in Hainanese):

XXd. by Mr. Smith (Contd.)

30 No, I can't write letters in English. My children speak to me in mixture of English and Hainanese.

(Witness shown a letter in English).

Yes it is in my handwriting, I signed it; it is a letter to my wife (Ex. P.13).

(Witness shown another letter in English).

40 Yes it is in my handwriting, yes it is my signature. This letter was drafted by my friend and I just copied it. It was the same in the case of P.13. (Ex.P.14). The friend was Alwis. He read the draft to me, yes in English, and explained to me the hard words.

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(continued)

Perhaps I had written postcards to my  
son in English, I am not sure

(S: While plaintiff was giving evidence  
it was observed that you were taking  
notes of what she said).

I was advised by my solicitor to take  
notes. I misunderstood the question; I did  
not take notes. The notes were taken down  
by that girl (T: She is a stenographer). I  
did not take down notes, I held my pen in my  
hand but the ballpoint was not pressed down.  
Counsel could not see me I was behind him;  
nothing was written on the paper, why should  
I keep them; not necessary for me to write  
anything; I could listen to the evidence.  
My hand was free so I did it.

10

(S: Affidavit of plaintiff of 14th  
October, 1977 in Suit 3744/76 (encl.17)  
para.9 plaintiff swore "For the first  
time Neo Tai Kim claimed I was a nominee  
on the 31st August 1976 when he instructed  
Messrs. Lee & Lee".)

20

Before the letter to Chor Pee & Hin Hiong  
I had already made it known to plaintiff  
that business of Skillets belonged to me  
although it was registered in her name. Yes  
this was the first letter in which I claimed  
plaintiff was a nominee.

(S: You told us in Court she was a  
nominee until you formed a holding  
company).

30

Yes, her name was put because the  
Company was not formed yet; yes Company for  
Skillets. It is correct I had not instructed  
any solicitors to form the Co. Yes the Co.  
was at that time solely for Skillets. There  
was another time I thought of forming a  
holding company for all the properties, under  
the plaintiff's name but not the house which  
was in my name. I had to do it step by step,  
yes my house would eventually come into it.  
Yes 46 Jalan Pintau belongs to me, occupied  
by another wife of mine; yes this would also  
come into the holding company, not the  
business of Wisma Theatre as I have only a  
lease; but Emerald Room would eventually come  
into the holding company. I had mentioned  
this to my solicitor Mr. T.Q.Lim, that is so  
nothing has ever happened. I mentioned it  
to Mr. T.Q.Lim a few years ago. That is so

40

50

10 the letter to Chor Pee & Hin Hiong of 31st August, 1976 did not mention of any holding company. Not correct I did not tell the solicitors of the holding company; I told the chief clerk of Messrs. Lee & Lee before August 1976 that the plaintiff was holding the properties in trust for me until the formation of a holding company. Yes a copy of letter of 31st August, 1975, was sent to me. When I received it I brought it to office of Lee & Lee and asked the chief clerk to explain the contents; at that stage the Company was not formed yet. Not necessary to mention in the letter about the holding Company, the plaintiff knew all along she was a trustee.

In the High Court of the Republic of Singapore

Defendant's Evidence  
No.18  
Neo Tai Kim Cross-Examination  
1st February 1980

(continued)

(S: Bundle 2 p.215 letter of Lee & Lee to plaintiff dated 11th February 1977, dealing with 2 Grove Lane and 19 Jalan Mariam. Your evidence).

20 Yes I said in evidence I told the plaintiff I was going to buy the properties in her name but the properties were my properties. (S: Letter at p.215 said the plaintiff was to hold the two properties as trustee until such time when you formed a family holding company).

30 Yes that was the first time I mentioned in writing that the properties should be in the name of the holding company. But I had earlier informed Mr. T.Q.Lim that I was going to form a holding company. I have to look for the correspondence with Mr. T.Q.Lim. No.2 was bought either in 1970 or 1971 and No.19 Jalan Mariam either 1971 or 1972. For purchase of No.2 Advani & Hoo acted for me and for No.19 Philip Wong & Co. That is so not Mr. T.Q.Lim in either case: yes he acted for me in respect of No. 36 Belmont Road; house bought in 1970 or 1971.

40 Yes No.2 Grove Lane was bought first, then No.36 Belmont Road and then No.19 Jalan Mariam. Not true I first met Mr. T.Q.Lim in respect of No.36. He was my solicitor at time when contract in respect of Skillets was signed. I told Mr. T.Q.Lim I intended to form a holding company. After the contract for Skillets, a few years later, all I can remember is a few years later. The Skillets contract was in 1973. Yes No.2 and No.19 Jalan Mariam were bought before the Skillets contract.

That is so I did not mention to my solicitors acting for me in the purchase of No.2 and No.19



In the High Court of the Republic of Singapore

Defendant's Evidence No.18 Neo Tai Kim Cross-Examination 1st February 1980

(continued)

Jalan Mariam about a holding company. That is so I did not mention to the plaintiff about a holding company. I just told her she was holding these 2 properties in trust for me.

Yes these 2 properties are the subject matters of my claim against my wife in Suit 637/77.

(S: In that suit plaintiff asked for particulars of the trust that you alleged).

10

To Court: Yes my solicitors showed me the particulars asked for.

I supplied the particulars to my solicitors.

(S: We did not get it, they just ignored us).

(Smith tenders in Request for Further & Better Particulars - Ex. P.15).

To Court: Yes the request was explained to me by my solicitors. Yes I said I supplied to my solicitors the particulars asked me.

20

To the first question I told my solicitors that I bought these 2 houses with my money and the houses belonged to me and my wife agreed. I only told my solicitors where, that was at home; I also told my solicitors when; I told my solicitors that I told my solicitors before the purchase of the properties; I gave no dates, at that time I could not remember the date. I did not tell my solicitors the address of "at home"; the address is No.19 Jalan Mutiara.

30

(S: Grove Lane was bought before you bought Jalan Mutiara). I have so many houses I don't know what counsel is referring to. I agree my statement that "at home" means 19 Jalan Mutiara was wrong; it was at No.44 One Tree Hill.

I spent two to three days in a week in the matrimonial home of the plaintiff; I went there at night. In the day I returned home everyday. Not true I returned late on Wednesday and Sunday nights. I did not tell the children that when we moved to Jalan Mutiara I would spend more time with them.

40

(S: Suit 637/77).

Yes I commenced this action on 8th March, 1977.

(S: Letter at p.215 Bundle 2 of 11th Feb.1977 - allegation of the trust. 28 days later you commenced the Suit; no mention of holding company in your Statement of Claim)

In the High Court of the Republic of Singapore

10 That is so. I did tell the plaintiff that she was to be trustee until formation of holding company at time the property was bought. The properties are mine. I say that the conversation such as I have described did take place, at 44 One Tree Hill; at that time No.19 Jalan Mutiara had not yet been bought. That is not so, when I bought Jalan Mariam I had moved to Jalan Mutiara. (T: I think my learned friend's facts not correct.)

Defendant's Evidence No.18 Neo Tai Kim Cross-Examination 1st February 1980

(continued)

(S: You asked for particulars and we supplied encl.8).

Yes I was informed of the particulars supplied by the plaintiff.

20 (S: Defence para.8).

Yes para.8 was explained to me by my solicitors.

(S: 2 Grove Lane).

Not true the monthly payments were paid out of the Emerald Room takings; not true they were paid to Kris Investments; I paid the instalments out of my own pocket to Malayan Banking.

30 Yes first I made progress payments and then I took a loan from the bank and paid it off.

Yes first progress payment on 13/7/70 was \$18,800.

Yes 2nd was on 15/8/70 \$19,300.

Yes 3rd was on 29/9/70 \$28,950.

Yes 4th was on 3/12/73 \$15,830.

Yes I said I made all these payments. I can't exactly remember if made by cash or cheque; made in cash and cheques. Cheques on Malayan Banking (T: See Bundle P p.14 cheques of Malayan Banking).

- Adjourned to 2.30 -

Sgd. F.A.Chua

In the High  
Court of the  
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Singapore

Defendant's  
Evidence  
No.18  
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(continued)

Hearing resumed.

D.W.1 - Neo Tai Kim - o.h.f.a. s (in Hainanese):

XXd. (Contd.)

(S: Cash payments made by you in respect  
of No.2 Grove Lane).

Yes there were 4 payments in cash. Yes  
in each case the receipt was in the name of  
the plaintiff. Yes there were 2 cheques  
after I opened the account with Malayan  
Banking, one was for \$16,411.25, p.14 of P;  
yes the cheque was from the plaintiff's account,  
but I had a mandate; I can't remember if the  
plaintiff signed the cheque or I did. 10

(S: Cheque for \$103,588.75).

I might have signed this cheque.

(S: p.228 Bundle No.2 cheque for  
\$16,411.25).

Yes it was the cheque paid to Advani &  
Hoo. Yes I wrote out the cheque. Yes I  
recognise my wife's signature. 20

(S: p.227 - cheque for \$103,588.75).

Yes I recognise my handwriting. Yes I  
recognise my wife's signature.

Yes there can be no possible doubt about  
these two cheques. Yes both paid by wife on  
her account; I asked her to sign these cheques  
for payment to the solicitors; the cheque book  
was in my possession; not because the house  
was my wife's; it belongs to me. Now I see  
them I remember those cheques. 30

To Court: Yes at that time I was already  
holding a mandate from the plaintiff and  
I could have signed those cheques, if I  
wanted to.

Yes it is my evidence that I continued to  
pay the instalment of \$2500 p.m. to Malayan  
Banking up to the breakdown. The payments were  
made out of the rents received from this house.  
Yes this Malayan Banking account No.152244.  
Yes my mandate on this account was revoked by  
plaintiff; that is so I never drew any cheque  
on this account. 40

Yes in respect of No.2 Grove Lane I asked for exemption of surcharge. (S: p.23 Bundle P). Yes that was the application (S: Read the declaration at the bottom, "ii I am not a nominee in respect of any of the properties declared in this application"). I can't read all of it. I can read the word "nominee"; Mr. Wee explained the word to me. (S:"I am not a nominee ....", you disclosed that on behalf of your wife). Yes I did. That is not correct. I deny what I am saying now in Court that is not correct. I did not know what the declaration was when I signed it. My impression was an application was made for exemption for tax.

In the High Court of the Republic of Singapore

Defendant's Evidence  
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1st February 1980

(continued)

(S: p.20 - letter signed by you on behalf of plaintiff to Comptroller of Property Tax; p.21 Notice of Objection).

Yes I signed both the letter and the Notice. Yes I stated No.2 Grove Lane was not completed until 1974. That is correct.

I can't remember when the first payment for property tax was made but it was after the house had been occupied. (S: p.27). This was the first bill I received and I paid on it; it was not the last payment I made. I paid taxes for the houses up to February 1976. (T: Receipt at p.30 for the other payment dated 5/2/76). Yes I got remission of property tax; can't remember the amount; can't remember if I got back half; the account was adjusted physically, I did not receive any money.

I paid the bill on p.30. I agree p.30 does not show any adjustment of account.

(S: Tenancy Agreement 1st April 1974 of 2 Grove Lane).

Yes I remember this tenancy agreement - may I have a look. Yes this was the first tenancy agreement. Yes signed by the plaintiff. Yes to run till 31st March 1976, yes rent of house and furniture \$2400 p.m. Yes deposit of 3 months rent was paid in advance. Yes after the breakup the plaintiff stopped me collecting the rent. That is so I took steps to ask her to pay over the rent to me; it was a matter between husband and wife. Now and then I told her the house belonged to me.

To Court: What I meant was whenever I bought a house I made it clear to her the house bought under her name belonged to me.

In the High Court of the Republic of Singapore

Not correct money was put into Malayan Banking when I was collecting the rents. I paid them into Shamrock Hotel account with Chung Khiaw Bank.

Defendant's Evidence No.18  
Neo Tai Kim Cross-Examination  
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(S: Bundle 2 pp.254-322 Bank Statements of Account 152244; summary at p.322, 321).

The sum shown in p.322 all paid in by me and sometimes by Neo Tai Hock. I can't remember if the last I made was in January 1976. (S: Before that no payment in made since May 1975). I can't remember. I agree from 9/2/76 every payment in was made by the plaintiff. (S: You left your wife with an overdraft of \$110,000.) I agree.

10

(continued)

Adjourned to 10.30 Monday.

Sgd. F.A. Chua

4th February 1980

Monday, 4th February, 1980

Cons. Suits 3999/76)  
3744/76) (Contd.)

20

Hearing resumed.

D.W.1 - Neo Tai Kim - o.h.f.a. s(in Hainanese):

XXd. (Contd.)

Yes at the beginning there were payments in cash. At that time I was running Sharikat and Emerald Room; I also operated Kian Tong Marine Services; Wisma Theatre No. I did not suffer any loss in Kian Tong; I did not lose \$70,000, that was my capital; yes there was a Taiwanese working for Kian Tong, there were 2 shareholders. I and another; no profit was ever distributed.

30

Sharikat in the year I bought No.2 Grove Lane - in my Income Tax Returns I made a return of profit of over \$10,000.

Emerald Room in the year I bought No.2 - I declared a profit of slightly more than \$50,000.

Yes I had first wife and second wife; I had 7 children in all; 5 by first wife. Yes I was running two establishments.

40

(S: Bundle 2 p.233 - progress payments in respect of No.2 Grove Lane).

In the High Court of the Republic of Singapore

10 I can't remember if I drew any of those sums from any bank account. I did not draw from Kian Tong. I had some savings from Sharikat; can't remember how much. I agree I could not have drawn from Sharikat. I kept the savings in my office at Emerald Room. Yes in my office there was one safe and another safe in the store-room. I can't remember from what source I took the money to make these payments.

Defendant's Evidence No.18 Neo Tai Kim Cross-Examination 4th February 1980

20 Yes I said the takings of the Emerald Room were kept in my office; none taken home. Not all those sums were from the takings of the Emerald Room. I can't remember how much came from the Emerald Room and how much came from elsewhere. Yes I heard my wife's evidence on that. Yes I say that is incorrect. Yes I am suggesting plaintiff did not know where the money came from.

(continued)

30 Yes in one case I got relief of surcharge of property tax. Not true if I got relief in respect of the other properties in my wife's name. That is so if I had made application for exemption I would have made the forms in the same way. I did what I was advised by the Property Tax Division; I don't think I was advised to apply in respect of the other properties, I don't know why I was advised to apply in respect of No.2 Grove Lane.

Yes I said Mr. Wee told me about "nominee"; he told me this earlier before I signed the application for exemption of surcharge. Yes at time I signed the form I knew what "nominee" was.

(S: No.19 Jalan Mariam - Bundle 1 p.3).

40 Yes the agreement to buy was on 9th February 1972; yes signed by my wife; the solicitor was Philip Wong & Co. Yes a deposit of \$12,670 was paid, yes in cash; I am not sure if I got the cash from the Emerald Room; I did not go to the bank to draw this sum out.

(S p.8 - mortgage).

Yes signed by my wife. Yes she was liable for all those payments, but actually payments were made by me. Yes she was liable.

I don't know what an "agent" is.

In the High  
Court of the  
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(continued)

First letting of this property was 8th March, 1975. (S: p.30 the lease). That is correct. Not sure if I went to a solicitor to do that. (S: p.30 "Between Neo Tai Kim as Agent for Madam Foo Stie Wah"). Yes. (S: p.34, you signed "as agent for Foo Stie Wah"). The housing agent who introduced the tenant to me said I could sign the lease on behalf of my wife and he knew that the house belonged to me. The house agent was one Mr.Lim, 10 no longer in Singapore. I can't remember who signed as my witness, might be the signature of Mr. Lim the house agent; that is so I can't recognise his signature; that was first time I met Lim; before he came to see me he had made some inquiries about this house. When the house was being renovated I told the workers that if anyone should come and want to rent the house then they were to tell that person to come and see me; Mr. Lim came to see me. 20 I did tell Mr. Lim that I was the owner.

Yes my wife told me to stop collecting the rent of this house. Yes I did stop. (S: p.42 - letter to you from wife's solicitors). Yes the Finance Co. changed the rate of interest; yes that was after I and my wife had split up. I was aware of request of Finance Co. to increase the rate of interest but I don't remember when I became aware; I remember when I went to make payment I was informed of the 30 increased rate of interest; I can't remember when that was. I can't remember if I was called upon to sign a deed of variation of the mortgage; I can't remember if a letter was sent to my wife about the deed of variation.

When I was collecting the rents I was paying the monthly instalments. I can't remember if I stopped paying the monthly instalments when my wife stopped me from collecting the rents. I can't remember I stopped collecting the rents.

(S: In January 1976 your wife executed a deed of variation).

I came to know of it after the execution.

(S: You pleaded it was at your request that your wife executed the deed of variation voluntarily).

It was at my request.

To Court: Before the execution I was informed that the rate of interest would be increased and then I told Janet that if there was any letter from the Finance Co. asking my wife to sign something 50

about the rate of interest she should go and sign it.

In the High Court of the Republic of Singapore

That is not an invention on my part, that is true.

Defendant's Evidence No.18 Neo Tai Kim Cross-Examination 4th February 1980

(S: p.39 Bundle I - letter from solicitors of United Overseas Finance to plaintiff's solicitors dated 16/1/76).

I have not seen this letter before.

10 (S: See para.3 "Since October 1974.... requested your client to execute a Deed of Variation.....To date..... has not been executed).

(continued)

T.Q. Lim & Co. did write to me. If I had it it must now be with my solicitors. I can't remember if the letter from T.Q.Lim & Co. was sent to my wife.

20 (S: Your pleadings in Suit 637/77 - Amended Statement of Claim (encl.3) para.4 "On or about 9th day of September the defendant.....executed.....").

Now I can't remember from where I got the date "9th day of September 1976". I left everything to my solicitors, not sure if my solicitors made a search.

(S: If you knew about it you did not care about it).

30 To Court: I don't know about it. I made an attempt to trace my wife but I could not find her.

Adjourned to 2.30

Sgd. F.A.Chua

Hearing resumed.

D.W.1 - Neo Tai Kim - o.h.f.a. s(in Hainanese):

XXd. (Contd.)

(S: p.39 Bundle I).

Not true I did not care about it because it was my wife's property.

40 (S: Suit 637/77; Amended Statement of Claim para.4).



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(continued)

Yes it is my suggestion that what I  
alleged in para.4 did happen.

(S: p.59 and 60 of Bundle I - Variation  
of Mortgage).

I have not seen this before.

(S: p.60).

Date is not clear (S: "9th July 1976").  
I left all the documents with my solicitors for  
necessary action. It now appears that "9th day  
of September 1976" in my Statement of Claim is  
not correct.

10

(S: p.30 - first tenancy agreement of  
19 Jalan Mariam?)

I can't remember if it was the first  
tenancy agreement. I had three tenants. I  
agree Mr. Gordon was the fifth tenant. When I  
got the rents from Smith & Henley the rent  
receipts might be written by my clerk in my  
absence. I can't remember which clerk. (S: p.54  
of Bundle P). I am not sure if that is the  
handwriting of Freddy Tan. (S: Look at p.54 -70  
all in handwriting of Freddy Tan). I am not  
familiar with handwriting of Freddy Tan.  
When he was in my employment I did not ask him  
to write anything; not because he was directly  
under the control of my wife.

20

Yes I said I furnished and renovated No.19  
Jalan Mariam. No furniture was provided but  
if anything was not in order we would put it  
right.

30

To Court: I did not understand the  
meaning of "furnishing".

Yes No.19 was built postwar, bought by  
Faber Union and renovated and sold to me. Not  
true that there was renovation done by me,  
I did some. Yes I understand what is meant  
by "renovation", now I understand. Yes what I  
meant was anything that went wrong I put it  
right.

No.2 Grove Lane was furnished and some  
repairs carried out. Not true I got most of  
the furniture from 56 Mt.Sinai and put them  
at No.2. I don't remember where I kept the  
receipts for the furniture I bought for No.2.  
I can't remember from where I bought the  
master bedroom suite, all I can remember is that

40

I bought all the furniture. I remember I had the curtains made, can't remember by whom. I did patronise Au Furnishings at River Valley Road but I can't remember if I ordered the curtains from them. Not true my wife selected the curtains and that is why I know very little about it. The samples of the curtains were brought by Au Furnishing to Emerald Room for me to see. There were 3 suppliers and they all brought samples for me to see including Au Furnishings but I can't remember if I placed the order with Au Furnishings.

In the High Court of the Republic of Singapore

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4th February 1980

10

(S: 19 Jalan Mariam).

(continued)

I can't remember if the last monthly payment I made was in December 1965 in respect of No.19 Jalan Mariam. (S: p.169 Bundle I). Yes payment was made in December but it was in respect of August and September instalments. (S: After the split payments at p.161, 162, 163, 164, 165, 166, 167, 168 and 169, June 1974 to September 1975 you made the payments). I can't remember. The payments made by me were all in cash. Yes the receipts for these payments were all in the name of the plaintiff.

20

Yes I did say in one of my affidavits that I was hoping for a reconciliation. I later found it was impossible; when I was asked by plaintiff to stop collecting rents I hoped there would be a reconciliation but when I received the Writ of Summons I realised my hope for a reconciliation was impossible. The rents were sent to me at Emerald Room. As it came my way I kept it, I banked it. When my wife stopped me from collecting the rents, it was wrong of her to do so as the house belongs to me. Yes I then stopped paying the instalments except for No.36 Belmont Road, that was because plaintiff received the rent and she should pay the instalments; it was not wise for me to continue paying the instalments as I was afraid she might abscond with someone and take away all the documents. Not right because she is the rightful owner.

30

40

(S: Bundle I p.143 payments in February '76 for October, November 1975; p.107 runs to August 1979).

Yes from October 1975 to date the instalments were being discharged exclusively by the plaintiff.

(S: When you stopped paying the sum owing was \$90,000 odd and it is now \$41,399).

50

Yes.

In the High Court of the Republic of Singapore

Defendant's Evidence No.18 Neo Tai Kim Cross-Examination 4th February 1980

(continued)

Yes there was a cash deposit for Jalan Mariam (S: 12,670). In two sums; yes total \$12,670. I did not go to the bank to get it. It came from my safe at the Emerald Room. I also kept my savings in the safe.

To Court: I did not know how to make use of the money to earn interest. I kept the money there for my convenience.

Money in different denominations were kept in the safe. I did not keep a record of the cash in the safe but I knew how much money I put in. That is so no record at all; it was my money. When I paid \$6,300 as deposit I did not know how much money I had in the safe. Yes the same as regards the deposit paid for No.2 Grove Lane. The safe is mine. I am the only one who knows the combination. More or less I knew the rough figure of what I have in the safe. (S: Your wife appears to have an accurate knowledge of the money you took out of the business). How could she? I never took money from her. Yes I say she fabricated the chits, except those I signed; all the rest fabricated.

10

20

Yes I have my income tax returns for year of assessment 1972; I will look for it. (S: Year of assessment 1971, 1970). Yes I will look for them.

In 1970 I had a few cars both for private use and business. Yes a Mercedes Sports, a Jaguar, 2 BMWs and a saloon Mercedes; I can't remember how much they cost. At that time the Jaguar was only \$20,000. I bought them all on instalments; I did not buy them all at one time. The Mercedes Sports bought second-hand, six or 7 years ago. Not new; slightly more than \$30,000, by instalment.

30

Adjourned to 10.30 tomorrow.

Sgd. F.A.Chua

5th February 1980

Tuesday, 5th February, 1980

40

Cons. Suits: 3999/76 & 3744/76 (Contd.)

Hearing resumed.

D.W.1 - Neo Tai Kim - o.h.f.a. s (in Hainanese):

XXd. (Contd.)

Yes I had a Mercedes Coupe SL 350 for

10 \$50,000 to \$60,000. Yes plaintiff bought a BMW 300 in 1972 and paid for it out of Skillets fund. Yes I also bought a Jaguar 2.8 in 1971 for less than \$28,000; that car did not originally have the No. SY 1891; when I bought it it was SB 36. Yes plaintiff also had a car, a Vauxhall Viva; can't remember the year it was bought. Yes the Viva had a number SB 36 and I had SB 36 changed to the Jaguar and the Jaguar's number to the Viva; yes the Viva bore the No. SY 1891; it has now been sold. Yes I have a BMW 2000 No. SB 7441, which I am now driving; yes I had it for 12 years. Yes in 1971 a Fiat 128 was bought, for my daughter June, and my wife; now sold; yes that was bought out of Skillets fund and that was when she went there to help. Yes I had a Mercedes 230 EC1868, bought in 1972 or 1973; I bought it from the funds of Wisma Theatre; yes the number is now QA 3124. Not true it was first in name of Ong Ah Nam; all along it is owned by Wisma Theatre. Yes there was another car, a Mazda SQ 3268, it does not belong to me but to my younger brother, I am not sure if originally it was in name of my wife and later transferred to Michael Neo Tai Khoon.

20

30 The Mercedes SL 350 bought out of Wisma Theatre Fund and not Emerald Room. The Jaguar 2.8 was bought out of my savings, kept in the safe and it came from the profits of Wisma Theatre and Emerald Room, yes from the Emerald Room safe. Yes in that safe went also the Emerald Room funds.

40 Yes in the storeroom of Emerald Room there is another safe. Not correct Emerald Room funds go into this safe. After the day's business the cashier would hand over to me the takings of the day and I would put them in the safe in my office and the small sum of takings not handed to me would be kept in the safe in the storeroom and would be handed to me the following day. The cashier also kept the petty cash in the storeroom safe. Before the business was over for the day I had collected the takings from the cashier and at end of the day some of takings not handed to me were kept in the storeroom safe. The day cashier also kept money in the storeroom safe. Yes at end of the day I collected the money and kept it in the safe in my office; the night cashier would hand over to me the day's takings. The takings were kept in an envelope, a large envelope, not in paper napkins; mostly in envelope and sometimes in a paper box. Not correct newspapers or napkins were used.

50

In the High Court of the Republic of Singapore

Defendant's Evidence  
No.18  
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Cross-Examination  
5th February 1980

(continued)

In the High  
Court of the  
Republic of  
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Defendant's  
Evidence

No.18

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(continued)

(S: Turn your mind to 1973).

Yes at that time I had a night cashier  
Cheng Heng Joon; yes I had an assistant  
cashier Andrew Tan who did some other job during  
the day. Not correct Heng Joon totalled up  
the amount and made up a small chit; he would  
write the total on the envelope; he wrote the  
amount of cash and the amount of credit given  
to customers and also the amount of purchases  
of Emerald Room paid in cash. If I had taken  
money or signed a chit yes the chit would be  
produced together with the envelope; the chit  
would be destroyed; yes the chit not signed by  
me for money taken by me would also be produced.  
The chits signed by me and those not signed  
by me but in handwriting which have been  
produced by the plaintiff are not fabricated.

10

(Smith produces a bundle of chits)

(T: They were not disclosed.

S: They were obtained from Jalan Mutiara  
after the trial started and they were  
not in plaintiff's possession before).

20

I have not seen them before.

(S: I have just been able to interview  
Cheng Heng Joo. Those are the chits  
which he handed to the plaintiff).

No.

(S: Look at the top chit).

I am not familiar with Cheng Heng Joo's  
handwriting.

30

I wish to say both Cheng Heng Joo and  
Andrew Tan were dismissed by me because they  
were found to have misappropriated money from  
the Emerald Room.

I can't read the Chinese characters on the  
first chit (Interp: reads "cash" "Purchase of  
Goods", "Total").

(Court: The bundle is marked for identifi-  
cation - P.16).

(S: I will have to ask leave to call  
rebuttal evidence).

40

(S: The chits signed by you which have  
been produced by the plaintiff).

I don't agree that those chits were handed

to her by the cashier.

In the High  
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10 That is so when I found that the cashier  
and his assistant had misappropriated money  
I did not dismiss them; I wanted to make a  
report and they begged me to forgive them,  
however, I dismissed them a few days later;  
one of them repaid some of the money, the other  
did not. Not true each of them paid back  
\$10,000. Not true they left much later and  
they left of their own accord. The money was  
misappropriated during the period 1970-1972.  
I think Cheng left towards the end of 1972;  
in fact I am not sure when he left; can't  
remember if it was at end of 1974; I can't  
remember when I stopped paying CPF for him.  
He did not pay me back \$10,000; can't remember  
when he left. Yes I have a list of employees;  
kept by my part-time book-keeper, don't know  
where he kept it; the account books kept on  
20 the premises of Emerald Room. Will try and get  
it.

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(continued)

(Ex. D.5 - Register of Business Names  
of Wisma Theatre).

At the beginning there were 2 partners,  
myself and my younger brother Neo Tai Koon; later  
another brother Neo Tai Tong became a partner.

30 (S: I have a certified copy of Notice  
of Changes dated 3rd December 1970 which  
shows partners were yourself and Neo Tai  
Tong).

I made a mistake, my first partner was Neo  
Tai Tong.

I can't read the forms.

Yes I had the New Nation in my hand outside  
the Court Room; I only look at the pictures; I am  
fond of football and I look at the sports page  
of New Nation. It just happened my friend had a  
copy of the New Nation and I borrowed it.

40 Neo Tai Tong not my nominee; he was a  
partner and still a partner; he did put in capital.

The business made a profit and my share was  
\$30,000 a year; at the beginning I earned even  
more. Tai Tong contributed more money at the  
beginning, later on Tai Tong and Tai Koon contri-  
buted 30%. At the beginning Tai Tong's share was  
60% and I 40%. When Tai Koon became a partner in  
1973 Tai Tong and Tai Koon each had a share of  
\$30,000 and my share was \$20,000.

In the High Court of the Republic of Singapore

Defendant's Evidence  
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(continued)

To Court: If the business made a profit of \$10,000 the other 2 partners would get more than I, each of them would get 40% and I 20%.

Yes I am saying that Tai Tong put more money into the business than I did. Yes at the time he became a partner he was a clerk in Fitzpatrick. Yes he is a married man. I don't know what his salary was. Yes he took no active part in the business. Occasionally he turned up and looked around. Not true I paid the income tax on his profits.

10

(S: No.36 Belmont Road - Bundle E).

Yes I had a loan from Overseas Union Trust.

(S: p.976E - two payments \$19,000 and \$38,000).

Yes those were the payments made; yes received in wife's name; yes the arrangements with O.U.T. are in my wife's name. Yes I heard my wife's evidence. Yes I say all that is wrong.

20

(S: p.995 Malayan Banking Statement of A/cs. p.981 OUT statement, 982-983 are receipts from OUT in name of plaintiff; 994 relates to a cheque of \$111,470.60 from Malayan Banking).

Yes I suggested that we should change from OUT to Malayan Banking. Yes that was because of the lower rate of interest. Yes I wanted an overdraft of \$250,000. Not correct I arranged for 2 accounts to be opened unknown to my wife; she knew. Yes first account No.15226, yes for balance due on the house.

30

(S: p.995).

Yes first a deposit of \$500 and then an overdraft of \$111,470.66, that was paid to O.U.T., cheque was drawn by Malayan Banking. Yes for this facility it was agreed I and my wife would pay \$2500 p.m., but I paid. The money did not come from the Emerald Room, it was my own funds; came from Wisma Theatre, all came from the profits of Wisma Theatre. I collected money from the Wisma Theatre everyday and I put it in the safe in my office. There were records of the monies I took away. The records of what I took were kept by the person in charge. List had to be prepared of

40

10 sales of tickets and submitted to customers for purposes of tax. I did not sign for the money I took away each day. I collected the money every night but I might not have put it in the safe the same night but I did the following day. Yes I also put Emerald Room money in the safe; they were kept separately in the safe. Yes I am saying I took the Wisma Theatre money and paid the \$2500. The houses bought before 1971 the money was not from collections of Wisma.

(S: p.976 - the sums of \$19,000 and \$38,000).

20 All from Wisma Theatre; from the collections of Wisma and profits from Sharikat and Airport Rest., not from Emerald Room; I had enough money. The money from Sharikat was kept in one box and money from Wisma in another box and kept in the safe. Similarly in another box money from the Emerald Room.

(S: You split up in May 1974 - p.996 - on 31st Dec. 1974 overdraft was \$111,043).

Yes I was asked by the bank to reduce this overdraft. Yes I drew a cheque on account 152227 for \$27,000 and paid it into account 152226.

(S: After that all you did was to service the interest).

30 (S: That went on and at end of p.997, overdraft was \$94,081.21, at bottom of p.998 overdraft was \$106,354.95. By 29th April 1978, p.999, overdraft was \$110,137.35).

Yes bank called upon me to reduce the overdraft.

(S: In May 1978 there is a credit of \$10,000).

I can't remember from where I got the money.

Adjd. to 2.30

Sgd. F.A.Chua

Hearing resumed.

40 D.W.1. - o.h.f.a. s(in Hainanese):

XXd. by Mr. Smith (Contd.)

In the High Court of the Republic of Singapore

Defendant's Evidence  
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(continued)



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(continued)

(S: Bundle E p.1000, last total  
\$86,089.88).

I agree apart from paying the interest I  
did nothing else.

(S: A/c. 152227 p.1001 O.D. facilities  
\$150,000. Up to May 1974 you had used  
up to \$67,000).

Yes.

(S: Year 1975, you made 2 deposits at  
p.1002, both in cash and both in June  
1975, \$20,000 and \$27,000).

10

Yes I paid in \$27,000; to reduce the O.D.  
I had the \$27,000, so I paid in \$27,000. Not  
sure if on same day I paid in cash \$20,000, the  
date on the statement not clear. Yes the  
bank asked me to bring the O.D. down by  
\$47,000. (S: It so happened that figure was  
the same as it stood when your wife left -  
\$60,000). Yes. The bank knew I was the  
owner and they did not ask me to reduce the  
O.D., I did it myself; bank did not ask as the  
amount was still within the limit. (S: You kept  
it at that figure for sometime and from June  
1975 and January 1976 you did not activate the  
account). I can't read the date (S: p.1003).  
Yes all interest debited and no credits.

20

(S: p.1003 debit in January 1976, \$18,500,  
\$10,000 and \$16,500).

Yes that was the time I was asked to  
stop collecting rent, not correct I then  
started to draw heavily from the account. When  
we were not on good terms I thought I would  
suffer more if I did not withdraw the money as  
she might abscond with the property. I withdrew  
the money for my own use when necessary, when  
needed. (S: You withdrew more money at p.1004  
in June 1976 \$4500). Yes. (S: And same day  
you put in \$5000). Yes. Nothing wrong for  
me to put in the money; to activate the account.  
Yes rest of that page debit of interest except  
for credit of \$1000, paid in to pay the  
interest. (S: p.1005 you did not pay any money  
at all for the whole year of May 1977 to June  
1978, so overdraft went up to \$140,000). Yes.  
(S: At 1006 you just serviced the interest).  
Yes. Yes the bank would not allow me to  
withdraw anymore money. (S: In June 1979 O.D.  
\$139,947.50). Up to present time I have been  
paying the interest only. (S: While wife was  
with you the O.D. was \$60,000, after wife left

30

40

50

O.D. went up to \$107,000; then you reduced it to \$60,000, then you just let interest.. on the account). Yes. (S: and in 1976 you took more money out for your own personal benefit). Yes.

In the High Court of the Republic of Singapore

10 (S: There was an order in Suit 3999/76 of 4th March 1977 (encl.17) para.2 - plaintiff is entitled to be discharged and exonerated from all liabilities under the mortgage deed.....by payment by the defendant to the same bank..... of \$206,554.08.....").

Defendant's Evidence No.18 Neo Tai Kim Cross-Examination 5th February 1980

Yes I was aware of this order. I left everything to my lawyers (T: Order did not ask defendant to do anything, a declaratory order).

(continued)

To Court: Yes I concede I will have to pay this sum; as the house is mine.

20 Yes I am saying I bought the house. I paid all the purchase price. (S: House has not been paid for). Before the property was mortgaged payments in cash were made by me. (S: You were paying instalments on these O.Ds.) Yes.

(S: You have not paid in full, not even half.)

30 Yes. I did not want to pay as I was afraid my wife would abscond. (S: In June 1979 the debt was \$225,000 on the two accounts). Yes. I have been paying the interest; the O.D. now is over \$200,000, not likely over \$225,000. Yes I will produce the last bank statement tomorrow.

(S: The letting of the house).

40 Yes the very first tenancy agreement was 1st February 1974; yes signed by plaintiff. There were no other tenancy agreements after the initial tenancy agreement. The first tenancy was for 2 years. After that new tenancy agreement, at the most 3 tenancy agreements. Yes signed by the plaintiff, not true without reference to me, I asked her to sign. Not true the second tenancy agreement was signed by the plaintiff without reference to me. After expiration of first agreement the tenant came to look for me.

(Witness shown an agreement dated 18th February 1976 between plaintiff and Schindler Lifts Ltd. prepared by Rikhraj & Co.).

In the High  
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(continued)

Yes I had nothing to do with this agree-  
ment; it was after the break-up. (S: That is  
the second agreement).

Yes my writing in English is bad and I  
get someone to write it and I copied it, for  
the difficult ones. I can write amounts in  
figures and words.

(S: Bundle Q p.81 - a receipt for No.36  
Belmont Road dated 2/2/74).

Yes it is my signature, but the handwriting 10  
not mine.

(S: p.88 -89 all in same handwriting).

Not my handwriting, that of Foo Boon Leong  
the book-keeper. The words are not clear, I  
can't read it.

I have not found the book-keeper to find  
out when Cheng Heng Joon left my service.

Someone is looking for my income tax  
returns which I was asked to produce yesterday.

Adjd. to 10.30 tomorrow.

20

Sgd. F.A.Chua

6th February  
1980

Wednesday, 6th February, 1980

Cons. Suits No.s 3999/76 & 3744/76 (Contd.)

Hearing resumed.

D.W.1 - Neo Tai Kim - o.h.f.a. s (in Hainanese):

XXd. by Mr. Smith (Contd.)

(S: My learned friend and I have agreed  
the figures of the overdraft on Belmont  
Road accounts 152226 and 152227 as at  
31/1/80; on 152226 is \$84,535.83. On  
152227 is \$137,460.70, total \$221,996.53).

30

(S: Cheng Heng Joon).

Yes I have found my book-keeper; I have  
ascertained when Cheng Heng Joo left my employ,  
it was towards the end of August 1975. I don't  
think it is correct he left on 31st July 1975.  
He did not give me 2 weeks notice in the  
middle of July. Yes I asked him to sign a  
letter of his indebtedness to me in the sum of

\$2016.70; yes which he undertook to pay on 7th August, 1975. I can't remember if he paid it on 8th August 1975; I can't remember the date. Yes I gave him back the letter on which I had written "paid". Yes this is the letter (Ex. P.17). I did not deduct \$50 p.m. from his pay from April 1973 up to 31st July 1975. Not true I was paid \$7500 on 18th April 1973. This happened during the period 1973 to 1975. I can't remember if this was discovered a few days before 18th April 1973 but I remember it was in 1973. Yes he worked up to end of July 1975. Yesterday I said I could not remember when I found out the misappropriation; in July 1975 I discovered it. I made the discovery in 1975 but his misappropriation started from 1973. I did not get back all the money he misappropriated.

In the High Court of the Republic of Singapore

Defendant's Evidence  
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(continued)

20 To Court: Yes he told me he misappropriated so much and I accepted the figure. Yes he gave back to me all the sum which he said he had misappropriated.

According to my calculation he had misappropriated more than \$10,000. His figure was \$2016.70 as acknowledged in his letter Ex. P.17.

30 Yes yesterday I came out with all the evidence about Cheng, not to show he is an unreliable witness and he would be prejudiced against me and his evidence would be unfavourable to me. When counsel mentioned Cheng I remembered about his misappropriation.

(S: Furniture of No.36).

Yes I said I bought it all and paid it out of my own funds.

40 Yes I remember two sets of Taiwan furniture were bought. I asked my wife to buy them when she went to Taiwan. One set stored at No.36 and the other No.56 Mt.Sinai Drive and same at No.19 Jalan Mutiara. Yes it was Ronnie Tan's wife who bought these 2 sets when she was in Taiwan. The plaintiff also went. Ronnie's wife was in Taiwan and when plaintiff went there they met and plaintiff asked her to buy the furniture. The plaintiff did go to Taiwan, but I can't remember which year. I can't remember if the costs of the 2 sets were US\$4000. Ronnie wanted to stay at 56 Mt.Sinai Drive when he got married. Yes renovation was carried out, not correct the arrangement was plaintiff was to pay half and Ronnie half for the costs of renovation. 50 Yes after the renovation one set of furniture was

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(continued)

taken to No.56 from No.36. Yes in 1973 part  
of the furniture was taken from No.36. Yes in  
1974 when I let out No.36 I had to furnish  
the master bedroom. Not true I went with  
my wife and purchased 1 double bed with  
mattress, 2 matching side-tables and a matching  
dressing table with stool. They were bought  
but by me. The housing agent asked me to buy  
this furniture for the tenant. My wife did  
not go with me to buy this furniture. I bought 10  
furniture from 2 shops - Hup Lee and another  
shop; I can't remember if I bought this  
furniture from Hup Lee or the other shop. I  
also bought a dining table, either from Hup Lee  
or the other shop; I also bought 2 air-condition-  
ers. I can't remember if the dining table was  
part of the Taiwan furniture at No.36.

I remember moving some furniture from No.  
56 to No.36 but can't remember what they were;  
can't remember if one was a 3-seat settee; yes 20  
I think a carved coffee table with glass top  
was also moved from No.56 to 36.

Yes there are 2 bedrooms at No.36; I  
remember both rooms were furnished by me. Not  
correct the furniture in the 2nd bedroom belonged  
to the tenant. The tenant was a foreigner  
working in Singapore. Yes my agent took an  
inventory, and he put down the furniture in  
the left-hand bedroom and the right-hand  
bedroom. (Witness shown an inventory. Smith 30  
says it was obtained from Schindler). It is  
not signed; I am not sure if it was the  
inventory. I can't remember where the original  
tenancy agreement was kept. (S: In this document  
right-hand bedroom has no furniture). I don't  
agree. There were 2 single beds in the right  
bedroom, a dressing table, a stool, a wardrobe  
and an air-conditioner, lamps, a carpet. I  
bought the furniture from Hup Lee. I remember 40  
the inventory was signed by the tenant but the  
document produced was not signed. (S: But it  
has a Schlinder chop on it). May be the  
inventory is wrong.

(S: Skilllets).

I don't agree it is common knowledge that  
plaintiff is entered in the Registry of Business  
Names as the sole proprietor.

(S: Bundle C p.433 - Income Tax Assessment  
for year of assessment 1973).

Yes the Income Tax Return was prepared by 50  
my accountants. Yes the Income Tax Returns for

year of assessment 1972, 1973, 1974, 1975 and 1976 were prepared by my accountants. I can't remember if plaintiff signed a document for this purpose. I can't remember if I got plaintiff to sign a letter addressed to the Income Tax. I am not sure if she was assessed separately on account of Skillets business.

In the High Court of the Republic of Singapore

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Court: You must know.

10 Now I know. In the past the accountant did them.

To Court: At that time I also knew.

Not true plaintiff said she wanted a business and that was why Skillets was registered in her name.

(continued)

(S: Why did you then put it in her name?)

20 I told her the business was to be registered under her name and I would pay all the expenses in connection with the business and the business would actually be owned by me and she agreed.

(Court: Why did you not register it in your name?)

At that time we were on good terms, so I put it in her name until the formation of the holding company.

To Court: Yes, two reasons, we were on good terms and I intended to form a company).

30 (S: During the interim period if business fails your wife will be responsible).

Yes.

(S: And she is the one who will go bankrupt and not you).

I will bear the responsibility.

(S: p.434 Bundle C - Assessment, year of assessment 1973 - to 448).

40 Yes Foto Century and Caroline are my wife's own businesses. Yes it was put down Skillets was her business together with the other two (p.447). Yes the properties No.44, No.56 and No.36 were put down as her property. Yes she is personally

In the High Court of the Republic of Singapore

Defendant's Evidence No.18 Neo Tai Kim Cross-Examination 6th February 1980

(continued)

liable. Yes if they are down in my Income Tax Returns I would be liable to pay.

(S: Item 6 ..... Rents).

Yes she was liable to pay tax on the rents. Yes I knew all that was down in her returns.

(S: No.2 Grove Lane not down there).

The house was not ready yet.

(S: Year of assessment 1974 p.454, p.461-six houses down as belonging to your wife).

10

Yes she was liable for tax on all these properties.

(S: p.457 - Net profit from Skillets \$20,036, with other properties. Income tax worked out chargeable income was \$42,010).

Yes. Yes it was for profit of 1973.

(S: Acknowledgment of Trust - Ex.D1).

Yes I said plaintiff signed it on 12th September 1973.

20

(S: If what you say is true, then the Income Tax returns that the properties belonged to her were false and known to be false by you).

The Income Tax Returns prepared by a Mr. Foo Boon Leong; plaintiff left me in May 1974, then Foo attended to my wife on matters relating to her income tax. (S: She signed Ex.D1 before she left you; your statement can't be true). I can't remember when the Income Tax Returns were signed. (S: 23rd May 1974, she left on 26th May). Can't remember the date when she left. All I remember was that for the year of assessment 1973 Mr. Foo in 1974 consulted the plaintiff.

30

(S: Ex. D1 page 10 - letter of 10/11/75 from Skillets to Registrar of Business Names - Registrar wanted to de-register Skillets).

40

I did not sign the letter. I can't say if it is signature of my brother Michael Neo.

Now, it appears to be his signature. He used to come to the Skillets to help, even before the plaintiff left; after plaintiff left I asked him to come and help me at Skillets.

In the High Court of the Republic of Singapore

To Court: He can be considered as manager.

Defendant's Evidence No.18

10 Yes he was authorised to sign as Manager. When he wrote the letter I knew nothing about it. I came to know of it one week after it was sent to the Registrar. (S: You took no steps to correct the statement that plaintiff was the proprietress). Towards end of 1975, through Janet Soo I asked plaintiff to sign the notice of termination and notice sent to Registrar in January 1976. (S: p.12, another letter from Skillets of 15/12/75). Yes signed by Michael Neo. I know nothing about this letter.

Neo Tai Kim Cross-Examination 6th February 1980

(continued)

Adjourned to 2.30

20

Sgd. F.A.Chua

Hearing resumed.

D.W.1 - Neo Tai Kim - o.h.f.a. s(in Hainanese):

XXd. (Contd.)

(S: Bundle C p.495 - "44 One Tree Hill owner-occupied")

30 Yes that is incorrect. Yes I was looking after the property tax in 1974; yes I was claiming owner-occupation; it is correct; it was not let out. That is so we did not occupy this house. At time we occupied this house, No.44, the plaintiff's father, plaintiff's younger sister and her husband occupied No.44. When we shifted to 19 Jalan Mutiara, they remained and occupied the house. Yes I claimed owner-occupation for No.19 Jalan Mutiara. Yes No.44 was not let out, it was occupied by relatives; this was prepared by Mr.Foo. Yes Mr. Foo was employed by me; before the break-up I instructed Mr. Foo, after the break-up Mr.Foo consulted the plaintiff; I did not see Mr. Foo consulting the plaintiff.

40

(S: Year of Assessment 1976 - p.504 - Returns not signed by plaintiff; it was sent in by you).

Can't remember.



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(continued)

(S: I am sorry, on inquiry there was  
no returns as such but a profit &  
loss account of Skillets was filed).

The Profit & Loss Account was prepared  
by Mr. Foo and I was told it was filed with  
Income Tax; yes under plaintiff's name; not  
done under my direction. All along Mr.Foo  
had been preparing the Profit & Loss A/c.  
I did not direct him to file the Profit & Loss  
Account in 1976. Yes in 1976 I claimed to be 10  
the owner as plaintiff had filed notice that she  
was no longer the owner of Skillets. She  
signed the notice at end of 1975; yes in 1975  
plaintiff was the proprietress; she left the  
matrimonial home in 1974; she was the  
proprietress in name; in 1975 in name she  
was the proprietress; for purpose of income  
tax I put her as proprietress, I treated her  
as proprietress. Yes in 1976 I did the same  
thing, yes and in 1977; not sure in 1978, 20  
returns for 1979 not yet filed. (S: The  
plaintiff was assessed on income of 1978).  
I don't know. Yes I said I was in charge of  
the Skillets and that I ran it. Yes I  
produced the account books in Court. The  
statement of accounts were prepared by Mr.Foo.  
In 1977 or 1978 the statement of accounts  
of Skillets was filed together with my income  
tax. The tax on properties were declared in 30  
the Income Tax of plaintiff but I was asked  
by the Tax Dept. to pay the tax on the rents  
of these houses. Yes the returns in respect  
of Skillets were made in the name of the  
plaintiff. Yes the plaintiff was assessed  
and she sent it to me and asked me to pay.

(S: Year of assessment 1976 on profits  
of 1975).

I can't remember if I sent the Profit &  
Loss A/c. of Skillets together with my income  
tax returns in 1976. I paid the income tax 40  
on Skillets. In law plaintiff was liable but  
I made the payment. Yes that was the position  
from the very beginning.

(S: Plaintiff's notice of termination).

Yes I heard plaintiff's evidence. It is  
not true that I tricked her. Yes I filed  
that notice. Yes when plaintiff heard that I  
had filed it she had it cancelled; I don't  
know the reason why; perhaps she was advised  
by her boy friends. I deny it was because I 50  
had tricked her.

(S: Correspondence with Commissioner of Labour after plaintiff had left Skillets).

In the High Court of the Republic of Singapore

About what matter?

(S: P.526 Bundle C - written to plaintiff on 5th August 1976 "I refer to our discussion at my office on 10/7/76).

Defendant's Evidence No.18 Neo Tai Kim Cross-Examination 6th February 1980

10 I had the discussion with the Labour Dept. I went there a few times but I can't remember if I went on the 10/7/76. I remember on one occasion I went there regarding one cook of Skillets. I did not represent to the Labour Dept. that plaintiff was the proprietor of Skillets; I told the officer in name she was the proprietor but I was in charge of the business; they got the address "21-A Killiney Road" from the Registry of Business Names.

(continued)

20 Yes I have a second brother called Neo Tai Tong. I never asked Neo Tai Tong to go to plaintiff and asked her to sign a letter addressed to the Commissioner of Labour authorising Thong Hoo Liang to represent her in a matter she had with the Dept. Yes Thong Hoo Liang was the chief cashier of Skillets (Witness shown a letter). Yes it is on Skillets notepaper. Yes letter is 15th July 1976. Yes most likely I was the one who had the discussion on 10/7/76. I did not want Thong Hoo Liang to be authorised to attend  
30 to the matter; if there was anything to be dealt with I would do it myself.

(S: The houses you are suing for in Suit 637/77 - 2 Grove Lane and 19 Jalan Mariam. Why did you put these 2 houses in your wife's name?)

I have told the Court when I bought the houses ..... Because she was my wife and I trusted her. No other reason.

40 (S: Supposing you had bad luck in business and went bankrupt whose houses would they be?)

If I went bankrupt the houses would still belong to me but in name it belongs to my wife. I agree they would not be available for my creditors. Should I become bankrupt I would sell those two houses and pay my creditors.

(S: No.44 One Tree Hill, same story).

Same reason for putting it in my wife's name.

In the High Court of the Republic of Singapore

Defendant's Evidence  
No.18  
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(continued)

Yes the same reason for all the other houses. Yes none of them would be available to my creditors.

Adjourned to 10.30 tomorrow.

Sgd. F.A. Chua

Thursday, 7th February, 1980

Cons. Suits 3999/76 )  
3744/76 ) (Contd.)  
Hearing resumed

D.W.1 - Neo Tai Kim - o.h.f.a. s(in Hainanese):

XXd. by Mr. Smith (Contd.)

10

(S: Jalan Mutiara).

This house was bought in 1972 I think, April. PURchase price was \$330,000 odd. I think so the first down payment was \$10,000. I remembered 3 payments were made, I obtained a loan of over \$200,000 for the balance. (S: Payments of \$10,000 down payment, then \$25,000, \$7,000 and \$2,000). I don't think so. Yes monthly payments were \$5280, yes paid in cash, they were from my safe kept in my office; yes money from Emerald Room. 20

Correct some furniture came from One Tree Hill and some from 56 Mt. Sinai Drive. There was no renovation, a new house; yes some more furniture was bought. (S: Correct no renovation). Yes I obtained some furniture from Hup Lee; not correct the physical handing of the money was by the plaintiff. It is possible I handed the money to plaintiff and plaintiff paid Hup Lee when I was not there. Can't remember how much the bill was. (Witness shown invoices & receipt). My name appears on the invoices; I can't read the receipt. (Interp. reads "Received from Emerald Room \$7000 only in payment of H 1957, 1958 and 9381.) Yes I am Anthony Leong mentioned in the invoices. Yes I accept those are the invoices and that the receipt. When the furniture was delivered I was shown some documents, like a delivery order. I can't remember the invoices. Not correct the plaintiff got the money from the Emerald Room and went to pay the bill. I received a telephone call from Hup Lee informing me of the price of furniture and I told him I would keep the money at home and he could come to my house and collect it from my wife. I took the money from the shop (Court: What shop?) From 30 40

the safe I took it home and asked my wife to hand it to anyone coming from Hup Lee. I agree I do not know where plaintiff paid the money and when.

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(S: 44 One Tree Hill - the furniture).

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10 When the house was originally furnished some of the furniture came from the house at Jalan Wangi No.3-B. The furniture for the 2 rooms came from Jalan Wangi. (S: The following items of furniture were bought - a round dining table of teak with a revolving formica centre). Yes. (S: with that were 8 or 10 chairs upholstered in P.V.C.) Yes. (S: Two single beds and mattress for June and Janet) Yes. (S: One dressing table and stool). Yes. (S: which had a collapsible mirror). Yes. (S: One wardrobe). Yes. (S: For the servants room) Yes, on the ground floor. (S: A metal collapsible spring bed which was placed under the staircase which was used by Tan Siang Hin) 20 Yes. (S: One metal spring bed made in China). Yes. (S: a foam mattress made locally). Yes. (S: for plaintiff's father). Yes. (S: That furniture just listed was bought by plaintiff out of the Airport Restaurant funds). No. I remember the money for the furniture came from my funds > I remember I took the money from the safe kept at the Emerald Room, kept in my office. Yes this furniture was bought in 1963. Yes at 30 that time I had the Airport Restaurant business. Yes I am suggesting that I took money from the Airport Restaurant business and put it in the safe in my office at Shamrock Hotel. I also had a safe at the Airport Restaurant at the Old Wing and also the New Wing. Yes this is the first time I am suggesting that I took money from the Airport Restaurant and put it in the safe in my office at Shamrock Hotel. I remember I took 40 the money from the safe in my office to pay for the furniture; I have no record. In 1963 I had no other business at the Airport. I put money from the Airport Rest. business and money from the Shamrock Hotel business in my safe at my office; after all it was my money.

(continued)

(S: p.223 N/E your evidence about Airport Rest. Business "I checked all the money, kept them in a safe in my office at the restaurant").

50 Yes that is correct. The money from the Airport Rest. business was kept there and the money could be taken out of this safe and put in the safe in my office at the Shamrock Hotel.

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(continued)

Yes neither she is correct or I am correct regarding the payment for the furniture.

Yes there was renovation of No.44. Yes after renovation some more furniture was bought and I made physical payment; also the renovation. Not true my wife handed the money to me for the furniture.

(S: No.42 Mt. Sinai Avenue).

Yes that was furnished at about the same time as No.56 Mt. Sinai Drive. I did not go with my wife to select the furniture; not correct we went together and plaintiff paid out of the Airport Restuarant money. It was not paid out of the Airport Rest. funds. 10

I bought the furniture in 1972, when it was let out. Before these 2 houses were let out they were partially furnished; I did not buy all the furniture that was needed for a house, I only bought some; when I got a tenant I bought all the furniture. 20

Not correct to say that I really don't know when I bought the original furniture and the other furniture. I partly furnished No.42 two or three months before the house was let out.

I am not very sure if Ronnie Tan was the first person to live at No.42.

I obtained the partial furniture not from Hup Lee, from another shop somewhere in Toa Payoh. 30

At the time I furnished these 2 houses my sources of income were from Emerald Room, Wisma Theatre and Skillets.

Yes I remember the wedding dinner of Lim Joo Cheng's daughter which was held on 6th December, 1973. Yes it was held at the Emerald Room. Not true I asked Mr. Lim to hold the dinner there; he knew I was running the Emerald Room and it was his idea to have the dinner there. He discussed the dinner with me. Yes I was present at the dinner with my wife; we were invited. 40

(S: You described a telephone conversation you overheard between your wife and Mr. Lim Joo Cheng which you said took place in September 1973).

Yes the plaintiff's telephone conversation was with Mr. Lim Joo Cheng. Yes he was the same Lim Joo Cheng who invited my wife and I to the wedding dinner.

In the High Court of the Republic of Singapore

(S: The first time you have ever said to anybody about this telephone conversation was in this Court?)

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10 I had told a friend about this conversation - Wee Kia Lok. I kept it a secret. Yes at that time I did not tell my wife. Not true I did not speak about it because I was afraid I would be sued. I wanted to see how they progressed and to avoid bringing disgrace on my family and plaintiff's father and for the sake of the children who were very young, the youngest 3 plus.

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(continued)

20 Not true Ex.D1 was prepared so that Wee Kia Lok could look after the children in case anything should happen to me. I told Wee Kia Lok about the incident and also that my wife had wronged me. At that time he knew the Skillets was owned by me and he asked me if I had any other property and I said I had 6 houses and he asked if I had any evidence.....

(S: Most men on hearing the telephone conversation would be outraged and would do something about it).

30 I thought I was asked about a wedding dinner in June. I can't remember the date when Mr.Lim's dinner was held.

When I overheard the telephone conversation I was furious but I could not do anything. I did not shout because I did not want her to know I was overhearing and I also wanted to know what they were going to do next. (S: There was no next step from September to December). They had something between them. She went to Lim's house in the sports car around that period, a few days after the conversation.

40 (S: If this incieent did happen you would not be associating with Mr. Lim in Dec.)

I did not want my wife to know I had overheard the telephone conversation, neither did I want Mr. Lim to know that I knew of their telephone conversation. Outwardly he and I were friends but in my heart I was very anxious to swallow him up. I accepted his invitation and attended the dinner because I did not want him to know that I knew he and my wife were having an affair.

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(continued)

(S: Why did you change the dinner date to June).

I misunderstood the question, I thought the dinner was in June.

(S: What is surprising is that this important document should be lost by two persons).

After all the document was already signed and I put it in my office.

(Court: Why didn't you keep it in the safe?)

10

The document was put in a book, inside a book on my desk. At that time it did not occur to me that I should keep it in the safe; after all no one was allowed to enter the office.

A very thin book, about this length; an exercise book.

Yes I said when the case started I started to look for the document and I could not find it. The writ was served quite sometime after the document was signed. When I received the writ I started to look for the document. (S: That was November 1976). Yes. When I got the writ I got excited and I started to look for the document.

20

(S: Your evidence on this subject is at p.262).

Yes I started to look for my document in November 1976. I looked for it everywhere in my office. I could not find it. I looked for it carefully. Yes I said I kept it in an exercise book, subsequently I found it in the same book; the book with lined pages, an exercise book. Yes the exercise book was on my desk. At time I found it it had dropped to the floor right inside; beside my desk was a sideboard, my office was always in a mess and as time went on more and more books were placed on my table with the result that that particular book dropped on to the floor underneath the sideboard with legs. The sideboard was this distance from the table ( about 2 ft.) When I first searched for the document in 1976 I did not look under the sideboard. I was rather puzzled and wondered how the document was missing, how

30

40

the document and the exercise book were missing. The exercise book had no writing in it; it was not used for anything. It was an extra book kept on my table, my whole office was very untidy. I did not expect this action to take place. I just happened to keep it in the exercise book and I intended to keep it in a safe place later. I was very forgetful and I had many things to attend to. I intended to keep it in a metal cabinet in my office. Everything was put in the cabinet, everything inside it also in a mess.

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(Court: What made you look under the sideboard after 2 years).

(continued)

I looked high and low and as a last effort I looked under the sideboard and found it.

The sideboard was up to my chest and the legs about 8 inches high.

Adjourned to 2.30

Sgd. F.A.Chua

Hearing resumed.

D.W.1 - Neo Tai Kim - o.h.f.a. s (in Hainanese):

XXd. (Contd.)

(S: Time lag of 2 years).

I looked for the document for the first 2 days and after that I did not look for it everyday; I looked for it at intervals. That is so the place I did not look was underneath the sideboard.

Yes going into the office directly in front was my desk; there was a desk on the left and one on the right. In front of my desk were two more. The desk on the left was Mr. Alwis', left as you enter.

William was not my employee; he was my friend and he came to have a drink and sometimes with friends for food. Yes he was a lawyer's clerk with Murugason & Co.

(S: Ex. P.17 - letter signed by Cheng Heng Joon).



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I can't remember if P.17 was written and typed by William in my office at the desk on my right. I don't know. Not correct William used to help to type out documents like P.17, something legal.

(S: Ex. P.17).

The paper of P.17 not taken from my office. Yes I got Cheng to sign it; not signed in my office, but in the restaurant, the hall of the restaurant at a table in front of the counter. (S: P.17 in legalistic writing). I told Alwis that Cheng had misappropriated money, then I asked him whether it was necessary to have a document prepared and signed by Cheng as a sort of an admission. Then it was Alwis who had this document made; I don't know if he prepared the document or he had it prepared by someone. I did not ask Alwis. I could read it more or less. (S: D1 and D17 some similarity; the type of the typewriter is identical). I can't say. (S: Both on sheet of paper "Radio Bond") I don't know. I can't read it. (S: You in your office buy "Radio Bond"?) I don't know what type of paper I buy. (S: Both papers are of identical width). Yes. (S: P.17 is standard foolscap;) Yes, I never bought foolscap; I did not buy paper. I personally did not buy any paper; my employees would buy whatever paper they want. William did not come into my office, never. Alwis came into my office; sometimes Foo Boon Leong. I never asked anyone to buy paper, we used letterhead papers. (S: D1 is a piece of foolscap cut). Not prepared by me how did I have it cut? (S: There is no standard paper of the size of D1). I don't know.

(S: Not only did you lose your copy but Wee Kia Lok lost his copy).

(S: p.262 N/E).

I was there when he was looking for his copy. He told me it was kept in his office, he did not tell me where in his office. His office was in Robinson Road; he had desks there, a big one and a few small ones; there was a sideboard placed against the wall, a long one; I can't say if there was a safe, did not notice one; no metal cabinet. His office was neat and tidy. I did not look for paper like P.17, I did not notice paper like P.17. In my presence he just looked for it among the things on his desk and he told me he

was rather busy and he would look for it some other day. Yes I was excited. Yes I asked him where he kept his copy and he said it must be in the office and could not be anywhere else. He assured me the document was in his office and he would look for it. I did ask him where he kept it and he replied inside the office. I asked him which part of the office and he just said "inside the office".

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10 I telephoned him a few times a week and asked him if he had found it. I knew he was busy and he also told me. Yes I told him I could not find my copy. I did offer my help but he said he was busy, he had to go out to attend to his matters. He did say he was still looking for it. Yes this went on for two years. I did not tell my solicitors; I went to see the chief clerk, I did not tell him. Yes I said he found the duplicate in his office; he just told me he had found his copy but he did not tell me where. (S: Why did you not immediately rush to your solicitor with the duplicate?) I did just that. I handed it to the Chief Clerk and that was before I found the original. (S: I understood from your solicitor that it was Wee Kia Lok who handed it to the Chief Clerk). The Chief Clerk was in the office of Wee Kia Lok.

20 30 The Chief Clerk was there in Wee Kia Lok's office helping to look for the copy. When I went there the Chief Clerk was there. Then Wee Kia Lok asked whether the copy could be handed to Mr. Ng the Chief Clerk. I said "Yes". I felt I was lucky as my prayers to God were answered.

(S: pp.265 and 266 N/E at 265 "I thought nothing.....286.....clerk").

When I found my copy I told the Chief Clerk about my copy.

40 When I got to Wee's office Ng was there and Wee told me that Ng had helped him to look for the document and it was Ng who found it. I can't say if Wee told Ng about the document that same day or before that day. I did not ask where Ng found the document; I was told it was found in the office. Wee asked me in his office if the duplicate could be handed to Ng. Yes I was delighted.

I have never paid Wee for preparing the document. He did it free of charge as a friend because he knew I did not know much English.

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Before I got the lease of Skillets I did not know him.

Yes I heard my wife's story. Not true I got her to sign three pieces of blank paper.

True my wife did not have independent advice; only 3 of us, I, Wee and my wife.

(S: Whenever you got her to sign a mortgage for your benefit she did not get any independent advice. You have always selected the solicitor?)

10

Yes.

(S: Over No.36 she got no advice from anybody).

That is so.

(S: When you wanted a loan for the Shamrock Hotel she got no independent advice).

That is so.

(S: Your wife would sign anything and do anything you asked her to do.)

20

I only asked her to do something reasonable.

(S: Might be reasonable but she would sign and do anything you asked her to do, she was completely under your influence).

She would not sign anything, she would sign if there was justification. If I murdered a man she would not sign that she committed the murder. (S: It is supposed to be reasonable, but she goes into a room and signed the document giving away properties worth over \$1 million; she was given no notice, she did not understand the document). She knew very well the properties were not hers, only registered in her name. Wee explained to her she was only a nominee holding all the properties in trust for me. Wee said if she agreed she could sign if she did not agree she need not sign. She signed, while signing she said "Foo family don't want Neo's family property". She made that remark because she knew they were not her properties. I deny I and Wee fabricated the document in 1978.

30

40

Adjourned to 10.30 tomorrow.

Sgd. F.A.Chua

Monday, 8th February, 1980

Re Cons. Suits No. 3999/76 & 3744/76 (Contd.)

Hearing resumed

D.W. 1 - Neo Tai Kim - o.h.f.a. s (in Hainanese):

XXd. by Mr. Smith (Contd.)

(S: Bundle C 775 - current account of Skillets, letter from A.C. Bank addressed to Skillets dated 9/11/78).

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Defendant's Solicitors No.18 Neo Tai Kim Cross-Examination 8th February 1980

10 I can't remember if I received this letter, (continued)  
however I was asked over the phone by someone to reduce the overdraft. Yes letter sent to Skillet's address and at that time I was in control of the business. I remember I paid the interest more than \$20,000, I don't remember when.

(S: p.783 - letter from A.C. Bank of 8/12/78, copy to your solicitors).

20 It was sent to my solicitors; I did not see it; I asked the bank to address correspondence to my solicitors. Chief Clerk told me I had to reduce the O.D. to the limit allowed.

(S: You mentioned \$20,000 - your affidavit filed on 4/12/78 - Suit 3744/76 (encl.28) - you paid it on 1/12/78 para.2).

Yes I remember.

(S: p.783. The bank was determined inspite of your payment to have O.D. liquidated).

30 I agree; but the O.D. was not liquidated and I did not operate the account; the mandate given to me was withdrawn. I don't remember the date when mandate was withdrawn; after the withdrawal of the mandate I only paid interest.

(S: You were taking all the profits from the Skillets). Yes. (S: and you could have paid off the O.D.). Yes I could but I did not because I was afraid she might abscond and take away the property. (S: Your attitude was she had to pay the O.D.). No. House is mine I had to bear the responsibility. (S: At that time the only way she could pay the O.D. was this house). I don't know. (S: Because you did not pay the O.D. she had to put through the sale of the house). Yes. When I came to know of her intention to sell the house I stopped it and again the bank pressed for payment and there was negotiation between my solicitors and

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her solicitors and there was an agreement to sell the house. (S: Plaintiff compelled to come to Court because of your action). No. I agree she filed a motion. (S: Order made on 5/12/78 (encl.29)).

(S: The signing of the Notice of Termination of business of Skillets - p.179 N/E plaintiff's evidence, p.257).

Yes I said it was at Jalan Mutiara and you and Janet Soo were there. (Witness' evidence read 10 to him). Yes I said that. Yes I produced only this one document; I can't remember if that was the first and only time I asked her to sign Notice of termination. I got only one form of Notice of Termination from the Registry. That is so at no other time did I ask her to sign a Notice of Termination. On the occasion I asked her to sign the Notice I did not ask her to sign any other form.

(S: Affidavit of witness in Suit 3744/76 filed on 4/12/78 (encl.28) para.3 (read to witness) " On the date..... to me"). 20

Because of change of regulations different forms were used. Originally the form was small and changed to a larger size.....the statement that had been read out to me is correct. Yes I am now saying that an undated Notice of Termination was signed by my wife at the date of the original registration of Skillets. I was told that that form was no more valid so I tore it up; a Registry Officer told me, at the time when a new form was issued. I remember at the end of 1975 plaintiff signed a new form. I can't remember when the Registry Officer told me that the old form was not valid. Yes I told my wife not to go to Skillets anymore in 1974; yes I did not then take the Notice of Termination signed by my wife to the Registry to have business de-registered; I did not because there might be a possibility of reconciliation. 30 40

(S: The next few words of your affidavit "and subsequently on registration of Skillets....plaintiff signed another undated Notice of Termination...handed same over to me". - that means she had re-registered the business in her name?)

Yes. When the business was terminated I put it in my name. 50

(S: YOur evidence at p.258 is not the same as your affidavit).

I don't agree.

(S: Airport Restaurant business).

10 Yes my evidence was that the plaintiff was not running the business; she went there just to walk around. She did not interfere in the running of the business. (Witness shown two airport passes). She applied for the pass without my knowledge. Not necessary for me to sign the form for plaintiff to get the pass.

To Court: I authorised someone in the office to sign such form.

After the pass had been obtained by the plaintiff I was informed. I did not sign the form of plaintiff's application.

(S: The lease of Skillets).

20 Yes I remember. I think it was signed in 1972. (S: The actual signing was in 1971). It was supposed to be signed in 1970 but because of some reasons it was not signed until 1973.

(S: Bundle Q p.15 - letter from solicitors of landlord dated 21/7/71 asking you to attend to execute the lease).

30 Yes I received the letter and I paid the money but the lease was not signed by my wife. (S: There is no other correspondence about that lease). At that time my solicitor was T.Q.Lim. Not signed because of the air-conditioning. If there was another letter asking me to attend to sign the lease it would be with T.Q.Lim. Yes eventually my wife signed the lease; yes lease from 1st September 1971 to 31st May, 1974. I was asked to request my wife to go and sign it, as I put her name as the proprietress. Yes the second lease was in 1974; yes that was the second occasion my wife has signed the lease through me; yes those were the only two occasions.

40 (S: Bundle C. pp.597, 599 - Bank Statement of Skillets - plaintiff said within first 45 days of business deft. told her not to pay bills from Skillets - p.130 N/E).

Yes I started overdraft with A.C. Bank on 1/10/71. I started the Skillet's business on 1st September, 1971. Yes the gross takings for the first month was \$100,000. My wage bill was \$20,000

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p.m.; the first month was more than \$10,000. Yes to start with the rent was \$7000 odd, P.U.B. bill was about \$5000 p.m. Total outgoings more than \$30,000 p.m.; excluding food about \$38,000. Yes for the first month. For first month the food bills about \$40,000 odd; I also bought food on credit. I don't agree the net profit for the first month was \$22,000. No profit made; it was so negligible that there was no profit and I can't remember if any money went into the bank account in the first month. Not correct we agreed there was no need for overdraft. We needed overdraft in case the business was bad.

10

(S: According to your figures the gross takings was \$90,000 in October 1971).

I really can't remember. (T: About \$90,000).

(S: p.595 - 596 of Bundle C).

I agree \$55,000 paid into the bank account in October 1971. Yes I had a number of withdrawals, yes for goods bought on credit the previous month. That is so in October I did not pay into the bank all the gross takings; yes I kept them. Yes I kept all the September takings.

20

(S: You paid nothing into the bank in November and December - pp.597 and 598 and 599).

That is correct.

Yes I used the overdraft to pay the bills and expenses of Skillets in November and December. Wages of employees were paid in cash and some goods were paid in cash from the gross takings.

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Adjourned to 2.30

Sgd. F.A.Chua

Hearing resumed.

D.W.1 - Neo Tai Kim - o.h.f.a. s (in Hainanese):

XXd. (Contd.)

(S: January 1972 p.601).

Yes only money paid in was in cash of \$15,000. Yes the takings in January wre fairly high, yes at least \$100,000.

40

(S: February, p.602).

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Yes \$12,275 was paid in. Yes in  
February gross takings over \$100,000. Yes  
I drew out as much as I put in.

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10 Yes I paid the wages in cash in  
February and also bills in cash. Yes for the  
fresh fruits, food and frozen meat. I paid  
the rent once in 3 months, paid by cheque.  
The PUB bills paid either by cheque or cash.  
The payments by cheque were for provisions  
and other bills, yes frozen meat came out  
of the bank account. (S: There would be a  
substantial amount of cash left over for  
you in February). I had to pay for the  
renovations. I can't remember where I kept  
the bills for renovations but I paid the  
bills as the renovations went on. (S: Renova-  
tions completed way back in 1971). There  
were outstanding sums; when payment was asked  
for and I had the money I would pay. I don't  
20 know where I kept the document of payment  
made in February for renovation. (S: My learned  
friend has a supplementary bundle of documents  
which has not been marked (now marked Bundle R),  
at p.6 - receipt of \$10,000 from Emerald Room;  
p.1).

(continued)

30 I agree at p.1 is payment for renovation  
of Skillets. Yes up to p.7 all payments for  
renovation of Skillets; the contractor knew I  
was owner of both Skillets and Emerald Room, I  
made payments to the contractor sometimes at  
Skillets and sometimes at Emerald Room and he  
issued receipts this sum of \$10,000 was paid  
"From Emerald Room" but the money was from the  
funds of Skillets.

(S: p.7 "From Skillets Coffee House"-  
receipt, also connected with renovation.)

40 I don't agree the contractor if he got money  
from Emerald Room would make out receipt "From  
Emerald Room" and if from Skillets would make out  
receipt "From Skillets". What the contractor  
wanted was the money.

The receipt at p.7 was for the lockers  
provided. Yes that payment of \$400 was by cheque,  
can't remember who signed this cheque, most of  
cheques signed by me. (S: Cheque drawn on Chung  
Khiaw Bank, not out of Skillets account).

(S: p.1 to 6 receipts "From Emerald Room").

These payments were not entered in accounts



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of Emerald Room but in the accounts of Skillets.

Yes pp.1, 2 and 3 were made in June, July and August 1971. (S: Skillets not then in business). Before the commencement of the business of Skillets payments were made by me out of my own funds, and not from Emerald Room alone but for other sources as well, like Wisma Theatre, my savings. (S: You took cash to recoup the money you spent from Skillets takings). No need to recoup, Skillets also belongs to me. 10

Yes payments p.1 to 6 and 7, were put in the Skillets account books; all done by the book-keeper. I handed the receipts to him and I don't know when he entered them in the Skillets account; I handed the receipts not long after the business started. I told the book-keeper that the money was from Skillets and that it was paid from the renovation of Skillets. If the Skillets belongs to my wife I would claim for these payments. If Skillets belongs to her I would not ask her to pay me. I have not taken the sums from p.1 to 6 out of the funds of Skillets. 20

(S: March 1972 p.603 Bundle C - you paid in \$38,000).

Yes. Yes the gross takings were much larger than that. Yes I had a number of payments out. I can't remember if I made payments for renovation (Witness asked to look through Bundle C). No payment in March 1972. I am not suggesting that there was payment for renovation from the bank statement. No payment for rent. I can't remember what these payments by cheque were. The cheque stubs of these cheques were at Skillets but I do not know where they are now. Most of these cheques were signed by me. 30

(S: April 1972, p.605).

I paid in only \$10,000. Yes apart from the cash payments the rest of the takings taken away by me. 40

(S: That month O.D. started at \$100,656.90 and ended at end of month at \$109,120.60, increase of \$8500 odd, payment out about \$18,000).

Yes.

(S: May 1972 p.606, put in quite a lot \$47,000 all in cash).

Yes.

In the High Court of the Republic of Singapore

(S: O.D. \$109,120.60 and finished up at \$98,019.93).

Yes.

Defendant's Evidence No.18 Neo Tai Kim Cross-Examination 8th February 1980

(S: So you withdrew about \$38,000).

Yes.

10 (S. June '72 p.607-609, started with O.D. of \$98,019.93 and reduced to \$92,048.13 at end of June; you put in about \$57,000).

(continued)

Yes.

(S: Your gross takings in June was well within \$100,000).

Yes.

Yes the balance of the gross takings went to me.

20 Yes Tan Siang Hin bought the fresh vegetables, fresh fish and fresh fruits. Yes fish from Beach Road market.

Yes the cook would give me a list of things to buy. The marketing would come to more than \$200, about \$400 odd.

I would give Tan Siang Hin the money first; after marketing he would account to me. If he had not enough money he would ask the supplier to give credit till the next day.

30 Yes I have an employee Lee Tee Nong, he helped Tan Siang Hin and in 1973 he took over the marketing.

Yes Tan Jee Iau ordered the frozen meat by telephone, as requested by the chief cook. Only pork fresh, other meat frozen.

Tan Siang Hin would get the money from me if I was there, if not he would get it from Michael Tong, the chief cashier, not from my wife.

(S: In the first 2 months you took at least \$150,000 from the gross takings).

40 I did not.

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Adjourned to date to be fixed.

Sgd. F.A. Chua

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Monday, 23rd June, 1980

Part-heard - Cons. Suits  
Nos: 3999/76 & 3744/76

Between

Foo Stie Wah

Plaintiff

And

Neo Tai Kim

Defendant

(continued)

Counsel as before.  
Hearing resumed.

10

D.W.1 - Neo Tai Kim - a.s. (in Hainanese):

XXd. by Mr. Smith ( Contd.)

(S: Shamrock Hotel).

Yes when it started the capital was \$87,000 and I put in \$6000; yes that was in 1952. Yes between 1952 and 1955 there was some changes in the partnership. Yes in 1959 the following sold out their shares - Tan Swee Eng, Heng Chak Hai, myself, Tan Ah Koon, Pang Cheng Hock, Heng Ngee Eng. Yes we sold out because the business was not good and we got \$300 for every \$1000 we had put in. Yes in 1961 the hotel was not doing well and I bought over the business in 1961 for \$25,000, not \$20,000.

20

(S: The University Canteen, evidence of plaintiff).

Yes my evidence is that plaintiff was not working there at all.

30

(S: The Old Airport Restaurant).

Yes I say she was not working there.

(S: The New Airport Restaurant).

In respect of this restaurant she was not working there but she did sell sweets. In Old Airport Restaurant she did not run the business nor did she sell sweets.

(S: The Emerald Room).

She did not work there at all.

(S: The Skillets).

She did not work there at all.

(S: I have a box full of cheques counterfoils - witness looks at one cheque butt).

I can't say if I have seen this cheque book before, all cheque books look the same.

10 (S: Look at the names on the butts).

I can read some of the names.

I asked my wife to open an account with OCBC. Yes the cheque book I see is that of OCBC. I agree I did not sign a single cheque in this book a/c. opened in my wife's name. The account was opened for the convenience of getting small change from the bank. The cheques were prepared by someone not my wife. I would be told of the making out of the cheques and in order to meet payment I would put in money into the account. The cheques made out by George Tan, most by George Tan; some made by cashier, can't say which cashier.

(S: All the cheque books in the box were in the plaintiff's possession).

Most of the cheque books were kept in the drawer; not in my wife's possession.

(S: When used the plaintiff took the cheque books home).

30 I don't know.

I agree the cheques were for payment of restaurant bills; I would be told about the issue and I would put in money into the bank.

(Cheque book seen by witness now marked P.18).

(S: Which George Tan's writing).

For example cheque No.156958. Yes payable to Tai Say & Co.; they were supplier of goods, tin food. George Tan chose this firm. Yes I was consulted what firm was chosen. Yes I was consulted about Tai Say & Co.; the salesman of Tai Say came along for business. From time to time I dealt with

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(continued)

Tai Say & Co. Order was made by George Tan. I say I knew about these cheques; George Tan would tell me. I can't say how many cheques were issued to Tai Say & Co.

(S: A lot of cheques issued to Malayan Breweries).

If George Tan was not available one of the cashiers would make out the cheque. I think Tan Siang Hin did make out cheques. That is so I had not asked him to make out any cheque and 10 I had not seen him make out any cheque.

(S: I have another box full of cheque counterfoils).

I don't know anything about them.

I don't know why or how my wife got these cheque books. All I know is that I had to put in money into the bank to meet the cheques.

(S: I have another lot of cheque books of Chartered Bank).

The account with Chartered Bank was opened 20 under my instruction. Yes I have seen these cheques before. The cheque books were kept in the cashier's drawer. Not everyone could take it; in most cases George Tan would take it.

Not true my wife kept all the cheque books.

When the cheque book was exhausted, the counterfoils would also be kept in the drawer. My wife took them when she saw them.

(S: Payments in respect of 42 Mount Sinai Ave. and 56 Mt. Sinai Drive. The 30 receipts we have show the money came from the plaintiff. Do you agree all payments came from the plaintiff?)

Payments were made by me but receipts issued in her name. Yes I arranged that receipts be issued in my wife's name.

Yes I say it was my money, not plaintiff's money. I handed her the money and she went to pay. I made the payments of the money of the business. I don't know if my wife had money. She was only selling tidbits. I do 40 not know what she did before I married her; after our marriage she did not go out to work; she did housework. Not sure if she was a seamstress before her marriage.

(S: Page 6 N/E, her evidence)

10 Correct at time of marriage I had no business of my own; yes an employee of an import and export firm. Correct I gave her \$100 or \$120 p.m. Not true she continued to be a seamstress; I never saw her working as a seamstress; she had no sewing machine; I did not see any dresses. Yes she had a small sewing machine but I did not see any dresses sewn by her.

Yes we married in 1951 and June was born in 1952. I got a second wife in 1954. Yes my son was born in October 1956.

Not true after I got the 2nd wife I did not go home; I went home regularly.

In 1957 she did nothing until she sold titbits at the New Airport.

(S: Your counsel put to plaintiff she interfered in the business at the Airport).

20 She did not interfere in the business. It was run by me and she had nothing to do with it.

(S: p.75 N/E).

I had workers at the University Canteen and my wife went there just to have a look, she did nothing there; not correct she helped if necessary.

(S: p.82 N/E).

30 It is true she went there just to look around. I don't recall the incident when my wife fell into a drain. She might have a fall when she was walking. She did not work at all at the canteen. Her evidence is not true.

(S: p.87 N/E).

40 She wanted to interfere with the business but I prevented her. She tried to interfere with the business once and I stopped her and that was the end of it. At the very early stage she wanted to do this thing and that thing and I would not allow it. She wanted to interfere with the work; she made suggestions about the work when it had nothing to do with her; she poked into the affairs of the restaurant. Yes I arranged for her to open an account with the Chartered Bank. The opening of account and running of business two different things.

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(continued)

(S: It was put to her it was because  
of her interference the bank account  
was opened).

Two reasons why the account was opened,  
her interference and convenience to get small  
change. The plaintiff used to come to the  
place; it was not proper to open a bank account  
in the name of an employee. I had account in  
her name because if I was not there my wife  
could sign the cheque. Not true it was done  
because my wife was always there. Not true in  
fact she was always there. I did not keep a  
record of her visits; as wife of proprietor  
of the restaurant she could come any time.  
She could sign many cheques at one time; yes  
signed in blank.

10

(S: Why you proposed that if she was not  
going to be there everyday).

Now I say I proposed that the account  
be opened in her name for the convenience  
of paying bills.

20

She signed as many as 10 and more cheques  
at one time.

(S: p.87 N/E).

Cheques would be made out by George Tan  
and he would inform me so that money could be  
put into the account. Yes Chartered Bank  
account. The account was operated by me and  
my employees.

(S: 97 N/E - account with OCBC - "Not  
true some of the cheques.....the  
business").

30

Because of her interference the account  
was opened. She would sign many cheques in blank.  
Yes I was operating the account. The Chartered  
Bank account was operated by me or George Tan.  
Only cashiers and George Tan made out Chartered  
Bank cheques; if no cashier around the Captain  
would make out the cheque and George Tan would  
be informed.

40

(S: The OCBC accounts).

Yes cheques written out by several  
employees - cashier or Captain. Yes a few by  
George Tan; yes George Tan was not the manager;  
it was my own business, I managed it. I managed  
the business. I was not there all the time  
and I might not be around and if I was not around

10 the cheque would be made out by George Tan and if I was around I would draw a cheque on my own account. I have issued my cheque for payment to suppliers of the restaurant. I did not keep the cheque books; the bank stubs are missing; I have the bank to supply me copies but I was told they were not available. (T: Correspondent with bank with Court). At that time I had a record, but not now. Not correct I knew nothing about these cheques. George Tan checked the cheques against the bills; he would go and see if the goods had been delivered. George Tan checked the goods on delivery; he was the storekeeper.

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(continued)

20 Yes every month there was a bank statement; yes the statements had to be checked; done by George Tan. Perhaps the plaintiff checked it also. My wife used the accounts to pay for the titbits for her business; she did put into the account the money drawn by her.

Adjourned to 2.30

Sgd. F.A.Chua

Hearing resumed.

D.W.1 - Neo Tai Kim - o.h.f.a. s(in Hainanese):

XXd. (Contd.)

30 I read the statements and asked George Tan to check. The statements were sent to the restaurant. I can't remember if the OCBC account was ever overdrawn. Usually whenever a cheque is issued money would be put into the account. That is so in theory account would not be overdrawn. (S: There were 6 cheques issued when there was not enough money in the bank). Then money would be put into the account. (S: Nov.1968 some money put in and drawn out and account overdrawn). Then money would be in the following day. I don't agree it was my wife who put in the money.

RXd: by Mr. Tan

40 (T: Bank account, Chartered & OCBC).

Re-Examination

Yes I said these were set up for convenience and because of my wife's interference. The plaintiff tried to interfere with the service rendered by the restaurant; it was not necessary for her to do that as the Captain was in charge; she also tried to interfere with the work of the chief cook. In order to satisfy her I allowed



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(continued)

her to open the bank account.

(T: Bundle P page 23 - application for exemption of surcharge on Property Tax in respect of 2 Grove Lane).

I filled in the form because the property was not owned by a foreigner.

(T: Declaration "I am not a nominee.....")

I asked the clerk in the Property Tax Office. I was told if I was not a representative for a foreigner I can declare I am not a nominee of a foreigner. 10

(T: Bundle I p.42 - letter from plaintiff's solicitors asking you to cease collecting rent from the properties).

I complied with the request. I did so with the hope that there might be a reconciliation.

(T: You said you did not know how to make use of money to earn interest; please explain). 20

As a business man I needed more money to roll, that was why I did not make use of the money to earn interest.

(T: You have several businesses, how did you keep accounts of these businesses?)

The accounts in respect of each business was kept separately. If money was borrowed from one business, say Emerald Room, a chit would have been prepared and kept by the one in charge of Emerald Room. An example of this can be found in Bundle G p.1106 chit of 18th August 1973. 30

(T: A/c. at Malayan Banking A/c. 152226).

This is an account with overdraft facilities of \$100,000 secured by mortgage of 36 Belmont Road. My wife was the surety; I was principal debtor. I was responsible to pay this debt. I have adopted this stand right from the commencement of this action by my wife. I have in fact consented to a judgment to a declaration to that effect. (T: Judgment at p.18 of Bundle of Pleadings). I have similarly consented to judgment in respect of the loan from the Chung Khiaw Bank, Selegie Road Branch. (T: That is at p.17 of Bundle of Pleadings). 40

There is another account No. 152227 with the Malayan Banking, also an overdraft account. I am responsible for the overdraft and I have also consented to judgment (T: p.18 of Bundle of Pleadings). The bank stopped me from drawing further on this account; because it was granted on the security of the guarantee provided by my wife and my wife withdrew such guarantee.

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10 It is not true that I put all these properties in my wife's name to evade my creditors. If I had intended to evade creditors I would not have put Skillets under her name.

To Court: If I tried to evade my creditors I would not have put my wife as owner of Skillets. Skillets being a new business, if it fails then all the properties under my wife's name may be seized by creditors.

20 After the plaintiff left the matrimonial home I asked my brother Michael Neo to come and help in the Skillets. After the plaintiff left I was very upset and was not in the mood to run Skillets and I asked my brother to help.

(T: Wee Kia Lock).

30 I first came to know him in the 1950s when I was running the Shamrock Hotel. I did not know him well; we were just ordinary friends. Our friendship developed after I met him when Supreme House was under construction; he was one of the partners of the developers.

(T: Re-registration of Skillets, Ex.P.1; p.13 Notice of Termination, para.3 of your affidavit of 2nd December 1978 in Suit 3744/76 (encl.28), "and subsequently on re-registration.....").

The business was re-registered, we received instruction from the Registrar of Business Names.

40 When the business was first registered my wife signed an undated Noticed of Termination. The law was changed and all businesses had to be re-registered under the new Act. The Registrar wrote to us and asked us to re-register and as a consequence my brother wrote to the Registrar p.10 Ex.P.1. The business was not re-registered under the new Act in November 1975. It was re-registered very much later by the plaintiff herself after the break-up. The portion of para.3 that on re-registration of the business the plaintiff signed another undated Notice of Termination is not

(continued)

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(continued)

correct. But she did sign an undated Notice of Termination before she re-registered the business and it was at my request.

(T: Your account with ACBC in respect of Skillets).

No money was paid into this account for the first few months of the business, because cash was needed to pay the bills of food supplied and also bills for the renovation.

(T: Mt.Sinai properties - receipts in plaintiff's name).

10

I arranged for this to be done, because the properties were in her name. It is not correct when I said I handed the money to her and she went and paid. I made that statement under the wrong impression that the question put was that the money was for the furniture and other things bought for the houses.

Sgd. F.A.Chua

Adjourned to 10.30 tomorrow.

Sgd. F.A.Chua

20

No.19  
Joseph Yeo  
Examination  
24th June  
1980

No.19

EVIDENCE OF JOSEPH YEO

Tuesday, 24th June 1980

Cons. Suits 3999/76 & 2744/76

Hearing resumed.

D.W.2 - Joseph Yeo - a.s. (in English):

Xd. by Mr. Tan

Living at 122B Telok Blangah Drive, Block 51; clerical officer in Property Tax Division.

I have the file relating to No.2 Grove Lane. Our Division is the proper authority to give street names and house numbers. The practice is for having developers to write to us asking us to give the street names and house numbers for their housing project.

30

In respect of No.2 Grove Lane the developer wrote in on 9th December 1971 for house numbers

to be allotted and that was done in April 1972. Before April 1972, no one, not even the developer would know that No.2 would be allotted to this particular house. I produce the letter dated 9th December 1971 from Yan Tai Tai, architect for the developer to Chief Assessor Inland Revenue Dept. ( Ex.D.7) and the minutes of our department (Ex. D.7A).

In the High Court of the Republic of Singapore

Defendant's Evidence No.19 Joseph Yeo Examination 24th June 1980

XXd. by Mr. Smith:

10 The numbering of the houses are done by the numbering supervisor of the numbering section. I am not aware if there is a fixed policy of numbering houses on one side of road with even numbers and the opposite side with odd numbers. I am not familiar with the method of numbering the houses.

(continued)

Cross- Examination

I really have no idea if the developer would have access to the numbering plan.

20 Yes I have been asked by my department just to bring the file here.

Yes I just know what is in the file.

RXd.

Re-Examination

The approving officer for the numbering of the houses in Henry Park has been transferred; I cannot make out the signature or initial of the numbering officer. May be the present numbering supervisor can assist; he is Jerry Lee.

(Witness Released)

30

Sgd. F.A.Chua

No.20

EVIDENCE OF CHEN JOK JEE

No.20 Chen Jok Jee Examination 24th June 1980

D.W.3 - Chen Jok Jee - a.s. (in Mandarin):

Xd. by Mr. Tan:

Living at 1988 D, Block 326 Ang Moh Kio Avenue, 3, Singapore, also known as George Tan; storekeeper.

40

I was employed at the Airport Restaurant at the old wing of the Paya Lebar International Airport, as a storekeeper. I started work there in 1963. My duties consisted of ordering frozen

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(continued)

and tin food, I also helped preparing cheques. I also placed orders for beverages and alcoholic drinks. Fresh food and vegetables were ordered by Tan Siang Hin.

The cheques I wrote out were for payment of bills for goods supplied to the restaurant. The restaurant at the old wing had two bank accounts - Chartered Bank and Chung Khiaw Bank; Chartered Bank Airport Branch opened in name of the plaintiff. Chung Khiaw Bank A/c. at Robinson Road, Head Office in the name of the defendant.

10

The defendant gave me instructions to write out the cheques. The deft. was the one who employed and paid me. The defendant instructed me to make out cheques for payment of bills and to inform him subsequently of the issue of the cheques so that money would be paid into the account to meet the cheques.

(T: The Chartered Bank Airport Branch).

20

The cheques were signed by the plaintiff. The plaintiff would sign 8 to 10 cheques in blank and when they had been used she would be asked to sign further cheques in blank. The cheque books were kept in the cashier's drawer at the counter. The drawer was locked, the cashier and the defendant had the key.

(The Chung Khiaw Bank A/c.)

I used the Chartered Bank account more often to pay the bills. The cheque books of Chung Khiaw Bank kept by the defendant. When I wanted to make payment from this account I would show the defendant the bills and asked him to sign the cheques prepared by me.

30

I was not the only person who wrote out the Chartered Bank cheques. The other persons were the cashiers and the Captain.

I have seen the monthly statements from these two banks. I would check the statements with the cheque butts and after that I would keep the statements in the drawer where the cheques were kept.

40

I had seen the plaintiff at the restaurant at the Old Wing, sometimes. I know the plaintiff, she is the wife of the defendant. Plaintiff was just walking around the premises of the Airport including the restaurant.

During the period I was working at the old wing I received instructions from the defendant. To my knowledge the defendant was carrying on the business and managing the business.

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(T: Airport Restaurant - New Wing).

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10 I was working at the new wing in 1964. The defendant paid my salary. First of all I was introduced by the Chief Cook to work at the old wing; later the defendant asked me to go over to the new wing to work. I was similarly employed as storekeeper; my duties were the same; that included writing out cheques. Two bank accounts then, OCBC at Airport and Chung Khiaw Bank I believe in Robinson Road. Payment for the bills were done in the same way as when I was at the old wing. OCBC account in name of the plaintiff. As regards the cheques I took instructions from the defendant.

(continued)

20 I had seen plaintiff at the restaurant at the new wing. She had a stall there selling sweets. To my knowledge she did not assist in the running of the restaurant.

30 Ronnie Tan was working at the new wing. He is the nephew of the plaintiff. As far as I know he worked as a Manager there. Ronnie did not give me any instructions as to my work nor had I been to see him for instructions. I received instructions only from the deft.

After Ronnie came Freddy Tan. I did not take instructions from Freddy.

40 The restaurant at the new wing closed business I think in 1969. After that I continued working for the defendant at Emerald Room. From then until now I hold the post of storekeeper there. My duties more or less the same as when I was working at the airport. I still write out cheques, others also write out cheques. I or Neo Tai Hock or both of us would bank in cash into the bank account of Emerald Room. The banks were Chung Khiaw Bank Selegie Road Branch and Asia Commercial Bank.

(T: The Emerald Room).

The defendant would hand me the cash and cheques to be banked and give instructions into which bank. After receiving instructions from defendant I would add up the cash and the cheques on an adding machine and I would write out the account number on the chit of paper from the adding

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(continued)

machine. Then I would go to the bank and if I was not free I would ask Neo Tai Hock to go to the bank. The paying-in slips were prepared by me, or the defendant's younger brother or Neo Tai Hock.

(T: Look at some chits - Bundle I).

Page 1290 - both chits there prepared by me. "A/c. 4240" and "A/c. 4762" my writing. A/c. 4240 is the Chung Khiaw Bank and A/c. 4762 A.C.B. The writing in Chinese on both chits not my writing. I don't know whose it is. One of the cashiers asked me to prepare these chits as requested by the defendant. The two chits show the amount banked for the whole month. I prepared the two chits from the paying-in slips. I then handed the two chits to cashier who asked me to prepare them. I don't know what happened subsequently to these two chits.

10

(T: Look at p.1293 - the two long chits).

The one on the left prepared by me, don't know who did the other. The Chinese characters at top of chit on the left written by me. It was prepared by me in the same manner as I had described.

20

(T: The chit No.245 at top).

Prepared by me, as indicated by the Chinese characters. Prepared in the same manner. I don't know who wrote the Chinese characters on left of the chit. I wrote "August".

(T: Page 1282 chit 233).

30

I have no idea who prepared this. I can't recognise any of the handwriting there.

I don't know who prepared chit 234.

(T: page 1293).

After preparing chit 244 I handed it to the cashier, after that I don't know what happened to it.

(T: Page 1231).

The three chits on the left not prepared by me, nor the 3 in the centre, nor the two on the right. I don't know who prepared all those chits. I can't recognise any of the handwriting.

40

(T: Page 1243).

I prepared chit 179. I remember after preparing this chit I asked Neo Tai Hock to go to the bank to pay in the cheque and cash. The handwriting in Chinese and account number mine, but not the date; don't know whose it is.

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10 Only Neo Tai Hock had given me a prepared chit and asked me to go to the bank to pay in. He would hand me the cash, cheques, paying-in slip and the chit and asked me to go to the bank.

I and Neo Tai Hock had been to the banks together; a chit was also prepared.

(continued)

After banking in the chit would be put in the paying-in book and placed on the counter for the cashier to collect it. I don't know what happened to chit after that.

20 I have seen the plaintiff in the premises of Emerald Room sometimes between 1969 and 1974. She is wife of my boss, she was there walking around and looking around.

To my knowledge the defendant was running and managing the Emerald Room business. The defendant employed me. Defendant gave me instructions in respect of my work.

XXd. by Mr. Smith

Cross-  
Examination

30 Yes I am still working for the defendant. Only yesterday I was asked to go to a lawyer's firm by a lawyer. Someone from the lawyer's firm telephoned me. I went there at 3.30 p.m. yesterday. There I saw the Chief Clerk, no one else. Yes I made a statement to the Chief Clerk. He asked me questions and I answered. Yes and he wrote it all down. I have not spoken to the defendant about this case, never. Yes only yesterday the Chief Clerk spoke to me.

40 No, I am not employed at the Wisma, not employed there but I was there helping. I was not employed at the snack bar there at one time. I was there helping and I was paid \$100 or \$150. Yes the \$100 or \$150 was paid to me by the plaintiff, only sometimes, and sometimes by the defendant. No unfortunate incident happened while I was working at the snack bar. Not true I misappropriated funds. Not true my parents saw the defendant to seek forgiveness.

Yes I have borrowed money from the plaintiff; only once or twice. Yes I signed for that money



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(continued)

on Emerald Room cash voucher, that was because I borrowed the money from the defendant.

Yes I am now working for the defendant.

I have repaid the plaintiff some only, I still owe her \$100, \$150. Not true I still owe the plaintiff \$3000. I owed the defendant \$3000 which I have repaid. Not true the plaintiff was in charge of the Emerald Room funds.

No one suggested to me that the plaintiff was not running the Emerald Room. The Chief Clerk asked me who ran the business. I told the Chief Clerk that the plaintiff just walked around. 10

(S: The cheques at the Airport - Chartered Bank cheques; 86 N/E plaintiff's evidence).

Not true it was plaintiff who asked me to write out the cheques. The checking of the cheques by plaintiff was done in my presence. Not true plaintiff would sign the cheque in my presence. (S: Never suggested to plaintiff she made out 10 cheques at a time). I don't know. (S: Yesterday defendant came out with that for the first time). It is a fact, I am telling the Court. The Chief Clerk did not tell me yesterday that Mr. Neo had said 10 cheques at a time had been signed by plaintiff. Facts are facts. I left lawyer's office at 4 p.m. 20

Yes the chits in Bundle I were prepared in the Emerald Room; I have not checked everyone. Yes that was the system, as far as the small chits were concerned. These chits were prepared not for the purpose of record. Prepared to find out the total amount of cash and cheques, yes for payment into the bank. 30

(S: Page 1293 Bundle I).

I never handed to plaintiff a single chit, to the best of my memory. I don't know how plaintiff got these chits. 40

Adjourned to 2.30 p.m.

Sgd. F.A.Chua

Hearing resumed.

In the High  
Court of the  
Republic of  
Singapore

D.W.3 - o.h.f.a. s (in Mandarin):

XXd. (Contd.)

Defendant's  
Evidence  
No.20  
Chen Jok Jee  
Cross-  
Examination  
24th June  
1980

10 Yes I said the cashier and defendant  
had the key to the drawer where the cheque  
books were kept. I always took the cash  
book from the cashier. I don't know if  
plaintiff took the cheque books home. The  
cheque books were always kept in the drawer.  
The cashier always kept the cheque books  
in the drawer.

(continued)

(S: The monthly statement).

Yes I said the statements checked by me.  
(S: Statement sent originally to One Tree Hill).  
The bank was just downstairs and the statements  
were either delivered by hand or by post. I  
always took the statements from the counter,  
already taken out of the envelopes, don't  
know by whom. I did check the statements.

20 (S: The voucher for the loan).

30 Yes I said I paid defendant \$3000. The loan  
was written on the Emerald Room voucher. The  
deft. did not return the voucher to me. I repaid  
the loan by instalments. When loan was fully  
repaid I did not ask for the return of the  
voucher nor did the defendant return it to me.  
No receipt was given to me for the repayment.  
The defendant had an account from which he  
deducted from my pay. I borrowed from Emerald  
Room more than once, altogether \$6000 to \$7000.  
Not true I borrowed \$3000 from Emerald Room and  
\$4000 from plaintiff; all borrowed from Emerald  
Room. I can't remember if on 31st April 1974 when  
the plaintiff left the Emerald Room I gave her a  
voucher for \$4000 and tore off the name Emerald  
Room from the voucher. Not true at the same time  
I gave a voucher of \$3000 with the name Emerald  
Room on it. Yes the defendant asked the staff  
to write out on a voucher what they owed the  
40 Emerald Room, as some vouchers were missing. I  
wrote a note of my loan on a voucher when I took  
the loan. Later at request of defendant I wrote  
the loan on the letterhead of Emerald Room. Yes  
since that date I say I had repaid the \$3000 and  
I had not got back the letterhead or the voucher.  
The defendant did not explain why he wrote to the  
staff inquiring about loans after the plaintiff  
left the Emerald Room. I paid by instalments all  
the money I owed, \$6000 to \$7000.

50 (Witness shown a voucher).

In the High  
Court of the  
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Singapore

Defendant's  
Evidence  
No.20  
Chen Jok Jee  
Cross-  
Examination  
24th June  
1980

(continued)

It is signed by me (Ex. P.18). I think so it is an Emerald Room voucher with the name of Emerald Room cut off. (S: I undertake to get it translated. Inter: "Pay Tan Geok Jee \$4000 owing"). Yes Tan Geok Jee is my name. I can't remember this voucher. I repaid many years ago. Not true the plaintiff advanced me \$4000; I got it from the Emerald Room. I did not get the \$4000 at one time; I approached the defendant. The defendant did ask me to write how much I owed but I don't know if he asked the others. Not true I approached the plaintiff and asked what amount I should disclose to the defendant. Not true that is why I wrote Ex.P.18 and gave the plaintiff and disclosed \$3000 debt to Emerald Room. Plaintiff's story is untrue. I can't remember if I signed the note to debt. just before or just after I signed P.18. The debt. recorded the repayments made by me.

10

20

Not true after the plaintiff had left the Emerald Room, I, Robert Chong and Captain Teng approached plaintiff for a loan of \$400 through Janet Soo. I did get a loan of \$200 from the plaintiff, can't remember through whom. That is so of that I have repaid \$50 and still owe \$150.

Not true that the plaintiff physically paid my salary at the old wing of the airport. I received my pay from the defendant and so did the other members of the staff. I got my pay over the counter, in the restaurant. Yes there was an office at the old wing. In the office was only one staff called "Aunty", Janet Soo not there. I never got my salary in the office.

30

(S: New wing of the airport).

The employees received their pay in a room next to the kitchen and in this room liquor was kept. I myself did not receive my pay there.

Not correct I speak English very well. I can speak ordinary English; I can't understand every word counsel is saying; some simple things he says I can understand.

40

Yes there was an employee named Foo Teow Kim, yes plaintiff's 5th sister. I don't know plaintiff handed pay packets to Foo Teow Kim to be paid to the staff over the cashier's counter. I myself received my salary from the defendant.

(S: The Emerald Room).

50

I don't know if the salary was paid at the cashier's counter. I can't remember if later it was paid upstairs by Janet Soo and Cheng Heng Joon.

In the High Court of the Republic of Singapore

(Witness shown a photo).

Defendant's Evidence  
No.20  
Chen Jok Jee  
Cross-Examination  
24th June 1980

10 Yes I am in the photo. It was taken at the restaurant counter at the new wing airport (Ex. p.19). The only woman in the photo is the plaintiff. Yes Ronnie Tan is in the photo. Yes the two Captains in the photo, one is Roland Tan and the other Captain Suan. I don't know if he is Taj Jee Hong, but I know his surname is Tan. The counter in the photo was the cashier's counter. Yes there is a manually operated adding machine. I can't remember if this adding machine was subsequently taken to the store-room of Emerald Room. Later adding machine, Olivetti, was also used. I am not sure if some  
20 of the chits in Bundle I were made on the machine shown in the photo. I don't know why the photo P.19 was taken. At that time I was the acting cashier. I don't think I was an important person sitting in the centre. On what circumstances the photo was taken I cannot say.

(continued)

(S: The old wing).

I don't know if plaintiff's father did the marketing; as I did not start work till 9 a.m.

30 (S: The old wing and new wing).

I don't know that the fresh food was paid in cash by the person marketing.

Yes I know Neo Ann Fook. I don't know if he did the eastern foodstuff marketing at the old and the new wing.

RXD. by Mr. Tan

(T: Ex. P.18 - Voucher for \$4000).

Re-Examination

40 I can't remember if I tore off the name Emerald Room from the voucher. There was no reason for me to do so. I wrote the date 31st August 1974; I wrote my name in Chinese; I wrote the amount in words and figures. In fact I wrote out the whole voucher. I wrote out P.18 for my boss, nobody asked me to do it. I also made out other vouchers as I owed a total sum of \$6000 to \$7000.

In the High  
Court of the  
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Defendant's  
Evidence  
No.20  
Chen Jok Jee  
Re-Examination  
24th June  
1980

(continued)

(T: The loan of \$200 to palintiff).

I got this loan direct from the plaintiff.

(T: The bank monthly statements of the  
Chartered Bank; look at Bundle J).

Address of plaintiff was c/o International  
Airport Restaurant.

Witness Released.

Sgd. F.A.Chua

Adjourned to tomorrow.

Sgd. F.A.Chua

10

No.21  
David Ng  
Chang Chun  
Examination  
25th June  
1980

No. 21

EVIDENCE OF DAVID NG  
CHANG CHUN

Wednesday, 25th June 1980

Cons. Suits 3999/76 & 3744/76 (Contd.)

Hearing resumed.

S: Bundle K - statements of OCBC  
address there 44 One Tree Hill.

D.W.4 - David Ng Chang Chun - s.s. (in English):

Xd. by Mr. Tan:

20

Living at 1265F, Blk 208 Toa Payoh North,  
Singapore, designer.

I know the defendant. I also know the  
plaintiff.

In 1963 I visited the Shamrock Hotel and  
there I met the defendant; I went to the bar  
there, as a customer. That was the first time  
I met the defendant.

In 1969 the defendant asked me if I could  
re-model the Shamrock Hotel into a Chinese  
restaurant and nightclub. He mentioned that he  
was also running the Airport Restaurant. I did  
the layout plans and submitted them to the  
defendant. It took me 2 months. He kept the  
plans for a few months. Eventually he approved  
the plans and he instructed me to proceed with

30

the remodelling. The main contractor was Toh Moh Peng who was engaged by the defendant himself. The other contractors were recommended by me to the defendant. While the work of renovation was in progress I was at the premises almost everyday; was there to supervise. I saw the defendant on the premises; he dropped in to see the progress of the work and to check with me the various contractors' progress. There were many people walking around. I can't recall seeing the plaintiff there. I know Ronnie Tan; I did not see him there during the renovation. He asked me what I wanted to do with the place and how I proposed to remodel the place. He did not contribute any ideas; he just asked me general questions of how the remodelling was to be done.

In the High Court of the Republic of Singapore

Defendant's Evidence  
No.21  
David Ng Chang Chun  
Examination  
25th June 1980

(continued)

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20

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The dance floor was made of stainless steel sheets. It was my idea to use stainless steel sheeting, at that time such dance floors were in vogue.

Before I was asked to draw up the renovation plan I did not have dinner with the plaintiff, Ronnie Tan and Freddy Tan at the Golden Star Rest. in the Shamrock Hotel. In fact I had never had dinner with them.

As regards the renovation I would go to the defendant for instructions. After the renovation the defendant entrusted me with another job at the Wisma Theatre in respect of the layout of the theatre. After this job, the defendant asked me to do another job, at Skillets Coffee House.

I was asked to do the interior design work of the Coffee House, including the layout. I had discussions with Ronnie Tan in respect of the layout. I briefed him basically how I proposed to do the layout, where the entrance was to be, where the toilet was to be, where the kitchen was to be, etc. He did not give me any ideas. I submitted the plans to the defendant for approval and also plans were also submitted to the architects for approval. After the plans were approved I proceeded with the work.

The defendant engaged the main contractor for the work, himself - Sing Heng Builders. The other contracts were mainly for finishing works and they were recommended by me. The furniture was done by Sin Heng Buildings. I was not involved with the kitchen. I can't remember if I was involved with the crockery.

In the High Court of the Republic of Singapore

Defendant's Evidence No.21 David Ng Chang Chun Examination 25th June 1980

(continued)

During the renovation I was there supervising. I saw the defendant there; he was checking on the progress of the work. I don't recall seeing the plaintiff there. I could have seen Ronnie Tan there.

I took instructions from the defendant. I have not had any discussion with the plaintiff pertaining to the renovation works.

If the contractor asked for payment I would convey that to the defendant. The defendant would either give me the cheque or cash and I would hand it over to the contractor. This was the same as regards the Emerald Room renovation.

10

The defendant paid my fees for Emerald Room, Wisma Theatre and Skillets.

I was instrumental in the defendant purchasing the Belmont Road property. I saw the advertisement in the Straits Times regarding this property and I brought it to the defendant's attention. I took no part in the negotiations. The defendant wanted to redevelop the property. I introduced an architect to him - Kee Yeap Associates. The architects submitted plans for Government approval and when they were approved tenders were called. The rebuilding plan was abandoned because the cost was too high. Defendant decided to abandon it. The defendant paid the architects' fees.

20

The plaintiff herself had asked me to do work for her - to do the layout of an existing Chinese restaurant in Maxwell House - sometime in 1975. I also put up a layout plan for a coffee house at the World Trade Centre. The coffee house was proceeded with.

30

Cross-Examination

XXD. by Mr. Smith

Yes I recall doing plans for 44 One Tree Hill for the plaintiff - renovations. Yes I recommended the contractor Fu Geap. Yes I inspected what they did; yes they did what I told them to do. Yes plaintiff was dissatisfied with the work. Yes there is now a law suit pending. I ordered plywood ceiling; there were so many changes I can't remember.

40

That is so at the moment I am not on good terms with the plaintiff.

(S: Maxwell House).

Yes the plaintiff introduced me to the partners of the restaurant, yes all my dealings

were with the partners.

In 1963 I did not know the defendant but I had seen him at the bar.

I knew Ronnie Tan in 1968/69; he became a friend.

(S: 189 N/E evidence of Ronnie Tan).

10 I was not in private practice at time of renovation of Shamrock Hotel. Ronnie Tan could have contacted me to put up the designs. Not true Ronnie gave me a lot of ideas. He could have suggested the use of stainless steel floor. The stainless steel floor was put on top of the existing marble floor. I believe I showed my plans to Ronnie.

(S: Skillets).

I don't know if the name was thought of by Ronnie. Yes I was already designing the layout before Ronnie returned.

(S: 192 N/E "When I returned....my idea").

20 The two tiers was designed by the architect. That is not a fair comment; it was more my idea than his idea. I was briefing him, not he briefing me; the design was already prepared and submitted. There were no changes to the layout plan.

I don't know if Ronnie designed the crockery.

Yes I designed for the defendant the Parisiane Grill, a restaurant. Next to it is a Coffee House.

30 Yes businesswise I am a close friend of the defendant.

RXd:

I did the renovation of 44 One Tree Hill in 1976 or 1977.

I am not here because I am not on good terms with the plaintiff.

Witness released.

Sgd. F.A.Chua

In the High Court of the Republic of Singapore

Defendant's Evidence  
No.21  
David Ng  
Chang Chun  
Cross-  
Examination  
25th June  
1980

(continued)

Re-  
Examination



EVIDENCE OF WEE KIA LOK

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Defendant's  
Evidence

No.22

Wee Kia Lok  
Examination  
25th June  
1980

D.W.5 - Wee Kia Lok - a.s. (in English):

Xd. by Mr. Tan:

Living at 19D, Jalan Hock Chye, Singapore.  
Company Director.

Secretary of Supreme Holdings Ltd. the  
owners of Supreme House. In this House is  
Skillets.

I have been working in various law firms,  
first as clerk and later as Secretary and then  
Chief Clerk. 10

I joined Supreme Holdings since its  
inception in 1969.

I know the defendant; I came to know him  
when I frequented the Shamrock Bar way back in  
1953. He was then an acquaintance.

Sometime in 1970 when Supreme House was in  
course of being erected the defendant met me at  
the worksite and I interested him to rent the  
Coffee House in the building. Negotiations  
were then carried out for the lease of the  
Coffee House. The defendant himself took part  
in the negotiations. Finally the terms were set  
out in the letter from my Company to the defendant  
(T: Bundle Q p.3), dated 15th September 1970.  
The terms and conditions were confirmed by the  
defendant. The letter was drafted by me. The  
defendant took 6 months to accept the terms and  
conditions. He told me the reason. He said  
the coffee house business in Singapore was new  
at that time and that most of the coffee house  
businesses then were in first-class international  
hotels and the main item was the rental and he  
was afraid the business might not succeed. 20  
30

(T: Bottom of p.4 of the letter "It is  
understood.....or less").

I put in that sentence as the offer was to  
the defendant personally and the lease would be  
to him personally but the defendant wanted the  
lease to be in the name of the Company which  
was to be formed and he told me the proposed  
paid-up capital was to be \$250,000.00. 40

The defendant called at my office at 94A

Robinson Road and I bought him to our site office at Penang Road, there I introduced him to the Managing Director and the defendant confirmed the terms and conditions there and he paid \$22,846.50 booking-fee in cash and a receipt was issued. (T: Receipt at p.6 of Q). That is the receipt.

In the High Court of the Republic of Singapore

Defendant's Evidence No.22

Wee Kia Lok Examination 25th June 1980

10 Throughout the negotiations I was dealing with the defendant; I did not deal with anyone else. Our friendship developed as a result of these negotiations. If there was any problem about the lease the defendant always approached me.

(continued)

20 When the lease was about to be signed the defendant approached me. He told me the limited Company was not formed and he wanted to put the lease in the name of a nominee. I told him it could be done subject to approval of my Managing Director. The approval of the Managing Director was obtained.

30 When possession of Skillets Coffee House was given to the defendant the lease had not yet been signed. It was eventually signed and dated 4th June, 1973. The lease was signed by the plaintiff, I think before 30th September 1971. There was some disagreement between the defendant and ourselves, not because of the terms and conditions but because of some extraneous matters. Matter was resolved and we signed the lease and it was dated 4th June 1973. We look to the defendant as the tenant although the lease was signed by the plaintiff.

(T: Ex. D.1 - Declaration of Trust).

40 I prepared this document. About 2 or 3 days before 12th September 1973 the defendant came to my office. He looked very sad and not in his usual laughing mood. He confided in me and told me that his wife was unfaithful to him. He said "As you know Skillets belongs to me" and that he also had bought a number of houses which he put in his wife's name, but the properties were bought with his money. I asked him whether he had any document of trust from his wife. He said "none". He also told me that he has another family and all his children were young and he was afraid his wife would run away with all his properties. I advised him to get something in writing from his wife. He knew that I had been working in a law firm and he asked me to draft a document of trust. Ex.D1 is the document I prepared.

50

The signature at the bottom of Ex.D.1 is that

In the High  
Court of the  
Republic of  
Singapore

Defendant's  
Evidence  
No.22  
Wee Kia Lok  
Examination  
25th June  
1980

(continued)

of the plaintiff. I saw the plaintiff sign D.1. I remember on 12th September Ex.D.1 was finalised by me. The defendant and I went for lunch. The defendant tried to contact his wife but was unsuccessful. After lunch at the suggestion of the defendant we went to Emerald Room He brought me to a room and left and brought in his wife into the room. We greeted each other by nodding our heads.

I then explained Ex.D.1 to the plaintiff in Hainanese. I told her that this document says that 6 properties, and I read the name of the properties, and Skillets Coffee House, that she is the trustee of Mr. Neo and that all the monies were provided by Mr. Neo and any responsibility are Mr. Neo's, and if this is true she can sign and if this is not true she need not sign. She paused for a little while and then asked Mr. Neo for a pen, a ballpen, as she signed she said "I Foo family is not greedy after Neo's family things". Then she left.

10

20

(Ex. D.1 is admitted).

The plaintiff signed the original and the copy. I handed both copies to the defendant. A few days later the defendant came to my office at 94A Robinson Road and handed me the carbon copy of D.1 and asked me to keep it. He said should anything happen to him please help his children. I kept the carbon copy.

30

About the end of the year 1976 the defendant asked me for the carbon copy of D.1. He did not say why he wanted it. I could not give it to him as I had mislaid it.

The carbon copy was recovered by Ng Ling Cheow, Chief Clerk of Lee & Lee, in the middle of December 1978. Ng came to my office and we both looked for the document. He found it and showed it to me. This the document he found (Ex. D.1A). Ex.D.1A was the document the defendant handed to me.

40

About a week before the discovery of D.1A, I met Ng Ling Cheow at a bus-stop in Shenton Way. I knew there was litigation between defendant and plaintiff over the properties. I told Mr. Ng there was in fact a document of trust signed by Mr. Neo's wife but unfortunately the carbon copy of it given to me by Mr. Neo was mislaid. As result of this Ng bothered me everyday to look for it and on day of discovery he came over to help me.

50

After Ng discovered Ex.D.1A I telephoned the defendant immediately. The defendant came over to my office immediately and I asked him his permission to hand over the document to Ng.

In the High Court of the Republic of Singapore

The defendant kept D.1 the original. I knew D.1 was subsequently produced by the defendant to his lawyers, that was subsequent to the discovery of D.1A.

Defendant's Evidence  
No.22  
Wee Kia Lok  
Examination  
25th June  
1980

10 Adjourned to 2.30

Sgd. F.A.Chua

(continued)

Hearing resumed.

D.W.5 - o.h.f.a. s(in English):

Xd. (Contd.)

20 I know Freddy Tan. Sometime in 1976 I met him at the Capuccino Coffee House. I received a telephone message left by the Supreme Holdings telephone operator saying that Freddy Tan would like to see me. I went to see him. He said that I knew of the trouble between Mr. Neo and his wife and he asked me not to help Mr. Neo. I did not give the answer straight; I just stated "If you want me to be a mediator I am prepared to do so."

XXd. by Mr. Smith:

Cross-  
Examination

30 Yes I said I knew the defendant from 1953; I did not imply by that that I knew him well. I wanted to imply that he was the proprietor of the Shamrock Bar and I was a customer. Our friendship grew from the time he spoke to me about the Skillets Coffee House. From 1953 we were casual friends, we did not go out together.

I was a lawyer's clerk for 15½ years, since September 1948. In December 1948 I was Secretary to Mr. John Laycock; until August 1951 to August 1952 I was Mr. Lee Kuan Yew's Secretary..... By 1963 when I left the law firm I was quite conversant with trust.

40 I only deal with the defendant in 1970. I did not discuss any legal matters with him before that.

(S: p.330 N/E. Evidence of defendant).

Not correct before the defendant got lease

In the High  
Court of the  
Republic of  
Singapore

Defendant's  
Evidence  
No.22  
Wee Kia Lok  
Cross-  
Examination  
25th June  
1980

(continued)

of Skillets the defendant did not know me.  
I did not know him well.

Yes I said I always regard the defendant  
the tenant of the premises. Speaking for myself  
I regarded the defendant as the tenant. If  
there was any trouble the Company looked to the  
defendant. Legally the Company looked at  
the plaintiff as the tenant. Yes she was liable  
personally on the covenants. Yes she was  
personally liable for the rents according to  
the documents and she was beneficially entitled  
to the full benefit in the lease in accordance  
with the document. Yes at the end of the lease  
if she did not vacate she is liable to double  
rent.

10

When the lease was about to expire we  
offered to extend the lease, to Skillets Coffee  
House. Yes it is only a firm name, yes somebody  
is the proprietor of it, yes either the plaintiff  
or the defendant.

20

Yes our solicitors were Chia & Poh and  
now J.Y.P.Chia. Our Company dealt with both  
Mr. Chia and Mr. Poh and we gave instructions  
to Chia & Poh. When Skillets' lease expired I  
don't know which solicitor was in charge of  
the matter.

(S: Bundle C p.570 - not an offer of  
a fresh lease).

I would say so that is an offer of a fresh  
lease. Yes this is the offer I was talking  
about. Yes letter said "this letter is not an  
offer". I say it is an offer to renew the lease.

30

(S: p.569 - letter from Chia & Poh).

I don't agree the Co. was not interested  
in granting a new lease.

The defendant was in possession of the  
Skillets right from the day we gave him  
possession. Officially in July 1971. The  
plaintiff had not yet signed the lease. I did  
not know plaintiff was in possession. The  
Notice to quit was addressed to Skillets Coffee  
House, a c.c. was sent to the plaintiff, yes at  
two addresses. Yes these are the notices sent  
dated 26th January 1980. Yes as a fact at  
that time the plaintiff was not in possession.  
Yes I knew she had not been in possession since  
the expiry of the lease; yes lease expired in  
1977, 31st August. Yes defendant had been in  
possession since that time and paying the rent.

40

After August 1977 the plaintiff was not liable on the covenants.

In the High Court of the Republic of Singapore

(S: p.576 Bundle C letter from Chia & Poh to Skillets).

Defendant's Evidence  
No.22  
Wee Kia Lok  
Cross-Examination  
25th June  
1980

10 I did not personally instruct Chia & Poh to write this letter. The Co. did. We had an assistant secretary who is a qualified lawyer. I was never Managing Director or director of Supreme Holdings. Yes speaking for myself I knew that letter is to a person, to plaintiff, not the defendant.

(S: p.579 letter from Smith to Chia & Poh). (continued)

That is Mr. Smith's view. Yes the effect of the letter is that plaintiff is not there and she offered to renew the lease; yes we knew the defendant was there. Yes plaintiff said she would not be responsible for defendant's activities. Legally we look to the plaintiff.

20 Yes Skillets Coffee House is still there. The object of the notice to quit is to legally terminate the tenancy; we have accepted rent, receipt issued in name of Skillets Coffee House. By doing so we have been advised that we may have created a monthly tenancy. I may have such advice in writing. (Witness looks through his file).

(S: p.585 - letter Smith to Chia & Poh).

(P.584 - letter Chia & Poh to Smith - Demand of Possession.)

30 Page 584 is a notice to quit, yes intended for the plaintiff. We wanted to bring it to the notice of both the plaintiff and the defendant.

Page 585 - we were only interested in the rent, we were not interested who paid it, as it is a matter between husband and wife.

40 Yes we have given the tenancy to the defendant, but not on paper; we are sitting on the fence. The Co. would not want to be involved in litigation. Not true my Co. is collaborating with defendant to defeat plaintiff's rights.

I have a lease dated 4th June 1973.  
(T: I got it from J.Y.P.Chia).

Yes it is a standard form used by the Co.

Adjourned to 10.30 tomorrow.

Sgd. F.A.Chua

In the High  
Court of the  
Republic of  
Singapore

No. 22 (Contd.)

WEE KIA LOK (RECALLED)

Defendant's  
Evidence  
No.22 (contd.)  
Wee Kia Lok  
(Recalled)  
26th June  
1980  
Cross-  
Examination

D.W.5. - Wee Kia Lok - o.h.f.a. s(in English):  
XXd. (Contd.)

Yes I said after the expiry of lease the  
letting of the Skillets is a monthly tenancy  
to Skillets Coffee House.

10

(continued)

(S: Bundle C p.723, letter Chia & Poh to  
L.A.J.Smith; p.724).

Yes company's attitude clear, same terms  
and conditions as contained in the expired lease.  
Yes it is a monthly tenancy on the same terms and  
conditions as in the lease. Yes there is no fixed  
term.

(Witness shown a letter dated 14th Nov.  
1977).

20

I don't remember seeing this letter to Chia  
& Poh from Mr. Smith. (S: In answer to that letter  
Chia & Poh wrote letter at p.723). Yes there was  
an order of Court. I can't remember if Chia & Poh  
sent the order of Court to us. The letter at 724  
was the agreement reached between our Co. and the  
defendant. I agree the plaintiff was prepared to  
negotiate with us. This agreement set out at 724  
was negotiated by defendant and our Co. about  
April 1977 and by 14th November the terms were  
agreed and incorporated in this letter. (S: The  
defendant has never said he had negotiated with  
your Co.). In a way I was involved in the  
negotiation; I took part in the negotiations but  
at certain meetings I was not there. Not correct

30

I met the defendant independent of the others. Yes I was a friend of the defendant. Yes at that time I knew there was the acknowledgment of trust by the plaintiff. Yes I could have told the Co. of the acknowledgment of trust but I did not; the Co. had always negotiated with the defendant. Yes as far as the Company were concerned the lease was the plaintiff's. Yes I could have told the Co. of the acknowledgment of trust, but I did not; the Co. was not concerned with other people's business. I did not trick the plaintiff.

10

(S: This litigation started in 1976).

Yes.

(S: The defendant said he looked for P.1 and he had lost it).

20

He did not tell me that. All he did was on and off to ask me for the copy of D.1.

Yes for next 2 years he asked me if I had found the copy. Yes I did not mention it to Lee & Lee. I am not a lawyer and I was not prepared to give secondary evidence. I knew I would be challenged.

30

Yes it is a very important document. Yes it is vital to this case. Yes I was asked to keep it in case anything happened to his children who were young. The defendant was thinking of all his children, of both families. I only know one of the daughters, June. He was more concerned about himself; the children are his responsibilities.

40

Yes I had an office, floor area 1900 sq.ft., within the office I had my own room. Width 19½ ft. My room was at one end of the office, fronting the road - 19½ x 16 ft.). I had a safe outside my room. I had metal cabinets outside too. I did not find the document. Mr. Ng found it in my room. He and I were going through all the papers; he found the document in a file. The files were put before him on my table and he sat there opposite me and he went through his pile of files and I went through my pile of files. I knew the document must be in my room and we were going through all the files as I could not find it in my drawer. The document was found in a hard cover file; that file contained correspondence of Clifford Holdings Pte Ltd. The document was in the file, somewhere in the file and that document was in an empty envelope of Clifford Construction

50

In the High Court of the Republic Singapore

Defendant's Evidence No.22

(Contd.)

Wee Kia Lok

(Recalled)

26th June 1980

Cross-Examination

(Continued)



In the High Court of the Republic of Singapore

Defendant's Evidence No.22(contd.) Wee Kia Lok (Recalled) 26th June 1980 Cross-Examination

(Continued)

Pte. Ltd.; it was in the file with part of the envelope sticking out. The file is in my office. I can bring the file. I am the Executive Director of Clifford Holdings; it contained correspondence of 1973. I don't remember putting the document in that file. I could have used the envelope as a flag. I don't remember where I put the document. When I received it from the defendant I was then very busy with my work.

10

I received the document from the defendant in my office, in my room.

I used various sizes of paper in my office. I used standard sizes. I did not order special sizes.

I prepared the document in my office; I used a typewriter. I did not cut the piece of paper.

(S: I have here a standard foolscap and A4 paper).

20

Correct D.1 and D.1A not foolscap or A4).

(S: Of the standard sizes I have A3).

I have not heard of A3.

I don't know A1 or A2. I know A4 and foolscap.

We ordered all sizes, A4 foolscap and other sizes. D1 and D1A quarto size. Yes I ordered that size.

D1A was given to me in 1973; a few days after the signing of it.

30

Quarto size paper is a very common paper. Supreme Holdings also use this size. I have brought a whole ream of it.

Yes I had a safe in 1973 and also metal cabinets.

When I received it I can't remember where I put it. I would say I last used that file containing 1973 correspondence in 1974. Nothing to indicate I used it last in 1974. I have many files of 1973. I have no idea where I put the document in 1973. Yes I said I looked in the drawer; yes it was a likely place to put this document. I did not say I put it in the drawer. I don't know where I kept it. Yes in 1976 when I was asked for the

40

document I looked in the drawer.

10 Yes only I and Ng were there when the document was found. He did not know it was in the envelope; I did not know it was in the envelope. We went through every bit of paper. I did not see Ng open the envelope; I was doing my searching. Ng did not say he found the document in the envelope. I knew as the document and the envelope were handed to me; at that time the document had already been taken out. Yes I assumed it was in the envelope; yes he did not say it was in the envelope; yes I did not see him take it out of the envelope. I can't remember if I showed this envelope to the defendant. No I did not show the defendant the file in which the document was found. I did not tell defendant's lawyers it was flagged in the file. With defendant's permission I handed the document  
20 to his lawyers. Yes this is the first time I am telling anybody the document was found in a file.

30 I don't know if it is a strange coincidence that both defendant and I misplaced the document. I know I misplaced the document. Yes valuable document; I don't keep private document in the safe; yes I could have put it into the safe but that was not my practice. Yes there was a drawer which I could lock in the safe. I kept valuable articles in the safe; bills, jewelleryes, certain account books, not money.

I intended to keep the document in the drawer at my desk where I kept my shares certificates. I can't remember putting the document there. I can't remember putting it in an envelope; I can't remember putting it in the Clifford Holdings file.

40 Ng was in my office only one morning looking for the document. He was there about one hour.

To Court: He found the document within one hour, but he was in my office for longer than that as he was waiting for defendant to come.

(S: After you found the duplicate the deft. found his document).

I have no idea.

I did not ask Ng to come over to my office

In the High Court of the Republic of Singapore

Defendant's Evidence No.22 (Contd.) Wee Kia Lok (Recalled) 26th June 1980 Cross-Examination

(continued)

In the High Court of the Republic of Singapore

Defendant's Evidence No.22(contd.) Wee Kia Lok (Recalled) 26th June 1980 Cross-Examination

(Continued)

to look for the document. I met him at a bus stop in Shenton Way a week before the discovery. I informed him of the existence of this document. Everyday Ng rang me up and asked whether I had found the document. I did look for the document for a week, everyday whenever I had free time. Some days I looked for it once and some days 4 or 5 times.

I arranged my files quite systematically in my room. They were not in steel cabinets. They were on shelves; hard to say how many files, more than 100; still there. I arranged the files some by subject matter, some by years. I had no idea the document was in a file. The idea was to comb the whole of my room, looked at all nooks and corners and if it was not there it must be lost. Yes the files were company files. That is so no reason for the document to go into the Company files.

10

Ng sat opposite me at the table; he was going through his pile of files and I mine. Ng found the document in the file; I don't remember Ng telling me he found it in the file, but he was going through the files. His first words were "I found it". I knew it was from the Clifford Holdings file; yes I assumed that.

20

Yes I handed D1A to Ng with defendant's permission.

Yes I knew there were some restrictions of drawing up of documents under the Legal Profession Act. Not necessarily that wife should be separately advised. It did not enter my mind to advise the defendant to go and see a lawyer. Not right that neither of us wanted to go to lawyers. He did not tell me he was willing to go to a lawyer. Yes it is my evidence that there was no difficulty in getting the plaintiff to sign the document. Yes defendant could easily have gone to a lawyer to have the document prepared and get his wife to sign it.

30

40

Yes there was no witness to the document. I was not acting for the defendant; I was helping the defendant.

(S: The plaintiff said she had no recollection of the document).

She signed the document. Not true she signed a piece of paper and I filled it in. I just did in duplicate; it is better to have two signed copies.

I have not told anyone about this document except the Chief Clerk, Mr. Ng.

(S: P.330 N/E defendant's evidence, "I have never.....").

10 Yes I did it free of charge; I can't charge. Defendant did not know much English. It did not enter my mind to ask defendant to go to a lawyer. I did it out of goodwill. I see no reason why I can't do it. The defendant had more trust in me than in a solicitor. He had his personal reasons for not going to a solicitor. If I had found the document earlier counsel would not accuse me.

Yes the plaintiff speaks no English at all.

Yes I used the word "kwasa nang", it means "trustee".

To Court: It is a colloquial word used by Hokkiens, Teochews, Hainanese to mean "trustee".

20 She understood it to mean "trustee". She knew the money was put up by her husband. That is the reason why I told her if that is the truth she can sign if not she need not sign.

Yes I know if husband paid for property and put it in his wife's name it is meant for the wife unless there is a trust.

Yes I took the defendant's word about the properties being his; but I know about the Skillets.

30 I advised the defendant under the circumstances he should get a document in writing from his wife.

The defendant did not tell me that most of the properties were under mortgage, and that they were outstanding. If he had told me that I would still have prepared the document.

40 The Chinese words for "nominee" is "dai peow", in Hainanese. (S: That means "representative"). It can mean representative. (Inter: It means "representative". Chinese community would seldom use it to mean "nominee").

To Court: I am a Hainanese. I used "kwasa nang" for "in trust".

Yes the two facts stated in the document

In the High Court of the Republic of Singapore

Defendant's Evidence No.22 (contd.) Wee Kia Lok (Recalled) 26th June 1980

Cross-Examination

(continued)

In the High  
Court of the  
Republic of  
Singapore

Defendant's  
Evidence  
No.22(contd.)  
Wee Kia Lok  
(Recalled)  
26th June  
1980  
Cross-  
Examination

(continued)

"as all monies.....by him solely" it does not follow that the plaintiff is a "nominee"; it depends on the circumstances. It is the standard form. I got it out of the Encyclopaedia of Forms & Precedents. I can't remember from where I borrowed the book. I now have a set.

Adjourned to 2.30

Sgd. F.A.Chua

Hearing resumed.

10

D.W.5 - o.h.f.a. s(in English):

XXd. (Contd.)

I have not been back to my office. Yes I had lunch with the defendant; we did not discuss the case.

I do not know there is a word in Hainanese for "nominated person". (S: No word for "nominee". Trustee "Ting Khok Nang"). I agree "Ing Khok Nang" is "trustee". Yes I said I used "Kwasa Nang".

20

(S: Defendant said he was present and that he could not understand the legal words - 264 N/E).

Yes I explained it all to the defendant. I used "Kwasa Nang" and "Ting Khok Nang" to the deft. The defendant did not read the document. I explained to the defendant the general effect of the document, not word by word; that was on the morning of 12th September 1973 in my room in my office. Yes it met his requirements and he wanted his wife to sign it right away; and that was also my intention.

30

The plaintiff understood the document. I said if it is a fact she can sign, if not she need not sign; yes that depended on what I said to her. I explained to plaintiff in simple Hainanese. I agree the document is not simple English. I explained the gist of the document to her. I did not read word by word to her. I did not only say "Kwasa Nang". The gist of what I said was "This document says 6 houses (I read the list of properties) and Skillets Coffee House, you are a nominee trustee for your husband Neo Tai Kim, all the monies for buying these assets were provided by him; if he wants you to do anything in regard to the properties you will agree according to his wishes by transferring of names;

40

any responsibility affecting these assets will be his responsibility; if it is correct you can sign, if not you need not sign." If I was in the lawyer's office I would do the same, give the gist of the contents of the document.

In the High Court of the Republic of Singapore

Defendant's Evidence No.22(contd) Wee Kia Lok (Recalled) 26th June 1980 Cross-Examination

10

(S: Did you say to her "Now you are the beneficial owner of the properties and the business or the documents. After you sign this document you are no longer the beneficial owner only a nominated owner.")

I did not say something like that to the plaintiff. Other than giving her the gist of the document I entered into no conversation with her.

(continued)

20

Yes all documents show the plaintiff was the beneficial owner. Yes defendant came to me to seek advice on the matter. Yes I advised to get evidence in writing. I did not tell plaintiff the document would be used as against her. If I had told her this I don't know if she would have signed it. If I had told her the document said none of the houses are yours I don't know if she would have signed it.

30

I understand the allegation of plaintiff is that the defendant and I prepared the document to defraud her. It is not true. Not true that I fabricated the documents D1 and D1A for the purpose of this case.

(S: The Capuccino incident - p.205 N/E, evidence of Freddy Tan).

40

Yes I said I received a telephone message. I don't know from whom. Reading from the chit I implied the caller was Freddy Tan. One of the girls in Supreme Holdings office made the chit, I don't know who. I do not have the chit. I told the defendant about the telephone call. I told the defendant I offered to mediate; I told him soon after my conversation with Freddy Tan. The conversation was I think in December 1976, nearing Christmas. Yes from that time I did not mention the conversation again until I mentioned it in this Court.

50

I refused to discuss this case with the defendant; yes right up to 1978 and even up to now; but I did mention the case. I just asked how the case was going on. I was subpoenaed to attend. Yes I was asked to come as a witness. Yes I did give a statement

In the High Court of the Republic of Singapore

Defendant's Evidence No.22(contd.)  
Wee Kia Lok (Recalled)  
26th June 1980  
Cross-Examination

(continued)

to the Chief Clerk of Lee & Lee, Mr. Ng. I gave the statement immediately after the discovery of the document and in fact I was asked to make a Statutory Declaration, made on 26th December 1978; I produce a copy (Ex.D8). The original is with Lee & Lee. I gave a statement to Mr. Ng; to the same effect as my evidence here. In that statement I did not mention about this telephone call; nor did I mention that I offered to mediate. Freddy Tan did not ask me not to interfere in the dispute between the plaintiff and the defendant. Nor did I say that in my statement. I mentioned nothing in the statement about the Capuccino incident.

10

I did not discuss this case with the defendant after the commencement of the hearing of this case. That is so prior to the hearing I never discussed with the defendant. (S: How did defendant or his counsel know about the incident?). I told the defendant about it soon after the incident.

20

The only time I went to the Capuccino Coffee House was the day I went at the request of Freddy Tan. I went there at about 3 p.m. I am a good friend of the defendant. We became very friendly after he obtained the lease of Skillets. Yes I went to Skillets quite often. I never discussed this litigation with him.

RXN: Nil.

30

S: Will the witness produce the file of Clifford Holdings?

(Witness asked to produce the file on Monday).

Sgd. F.A.Chua

Adjourned to Monday 10.30

Sgd. F.A.Chua

30th June 1980

Monday, 30th June 1980

Consolidated Suits 3999/76 & 3744/76  
and Suit 637/77 (Contd.)

Hearing resumed.

D.W.5. - o.h.f.a. s(in English):

40

Xd. by Mr. Tan

I have the file of Clifford Holdings (Smith examines the file).

In the High  
Court of the  
Republic of  
Singapore

Defendant's  
Evidence  
No.22(contd.)  
Wee Kia Lok  
(Recalled)  
30th June  
1980  
Re-examination

(continued)

(No questions by Mr. Smith)

Sgd. F.A. Chua

(Witness Released)

Tan closes his case.

Sgd. F.A.Chua

Adjourned to 10.30 Friday.

Sgd. F.A.Chua



Defendant's  
Evidence  
No.23  
Yong Choo Hin  
Examination  
26th June  
1980

Thursday, 26th June 1980

Cons. Suits 3999/76 & 3744/76 (Contd.):

Hearing resumed.

D.W.6 - Yong Choo Hin - a.s. (in English):

Xd. by Mr. Tan:

Manager of Kris Investment (Pte) Ltd.;  
living at 26 Jalan Haji Alias, Singapore 10.

My Co. were the developers of Henry Park,  
development was between 1969-1974. I was then  
the Manager of the Co. 10

(T: 2 Grove Lane).

When we submitted the plans of Henry Park  
for the approval of the competent authority the  
Lot of this house was known as Private Lot 121.  
The house number was applied for on 9th December  
1971 through our architect. (T: Ex.D.7). We  
received a reply on 5th May 1972 from the  
Chief Assessor's Office, at that point of time 20  
we knew that Lot 121 was No.2 Grove Lane.  
Before that date no one in our office knew that  
Lot 121 would be given the number No.2 Grove Lane.

Cross-  
Examination

XXd. by Mr. Smith:

From the site plan No.2 Grove Lane is at  
the corner of the road. The house is at the  
beginning of the road. I don't know that  
going into a road No.1 is on the left and No.2  
on the right, not sure if that was the planning  
practice. 30

(S: This is the site plan).

Can't remember if No. 2 was our showhouse.  
We did not have a showhouse in the estate. All  
our projects we did not provide a showhouse.  
We had a site office but not at No.2. I don't  
think plaintiff was told that the house would  
be No.2.

Re-  
Examination

RXd.:

(Site plan marked P.20).

Grove Lane is not a cul-de-sac. No.2 could

be the last house of the lane.

(Witness Released)

Sgd. F.A. Chua

In the High  
Court of the  
Republic of  
Singapore

Defendant's  
Evidence  
No. 23  
Yong Choo Hin  
Re-Examination  
26th June 1980

(continued)

No. 24  
Submissions  
of Counsel  
for Defendant  
4th July 1980

No. 24  
SUBMISSIONS OF COUNSEL  
FOR DEFENDANT  

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Friday, 4th July, 1980

Consolidated Suit No. 3999/76 )  
& 3744/76 and Suit 637/77 ) (Contd.)

Hearing resumed.

Tan addresses the Court (tenders  
Points of Submission)

Page 2 para. 2 - No presumption  
of advancement in the pleadings.

10

Page 15 - Pettitt v. Pettitt h.n.  
793 E "It was argued.....  
present case."  
811 G "Reference has been made.....  
effect."  
816D "Then in some.....property."

Page 19 - Warren v. Gurney h.n.;  
473H "The second contention.....  
of the land."

20

Page 20 - Bone v. Pollard h.n. (284)  
"In 1821.....Pollard." 368 "Under  
these circumstances....." Judgment  
"after the death of the son .....  
to his daughter".

Page 21 - Forrest v. Forrest h.n.  
"Where sixty-four.....enforce";

765 l.c. "unless.....Illegality of purpose  
- Chua Cheow Tien's case h.n. 186 r.c.

In the High  
Court of the  
Republic of  
Singapore

Our case no pleading of illegal purpose  
and no evidence adduced by plaintiff.

185 r.c. F "The question then arises.....  
186.....for the plaintiff."

Page 28 - Grey v. Grey at 744 "7 Lastly  
.....ceases."

Page 29 - Re Cummins h.n.

No.24  
Submissions  
of Counsel  
for Defendant  
4th July  
1980

(continued)

10

No.25

SUBMISSIONS FOR PLAINTIFF

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No.25  
Submissions  
for Plaintiff  
4th July  
1980

Smith tenders submission, addresses the  
Court.

Pleadings - presumption of advancement, no  
question of it or on pleadings; it is question  
of fact, did she buy the properties herself?  
See Defence - defendant says he paid for  
properties, we say we paid for them; on defend-  
ant's pleadings question of advancement arises.  
20 White Book 1979 267 O.18 r.7(3) In re Vandervell's  
Trust (1974) 3 W.L.R. 256, 264E "Mr. Balcombe for  
the executors.....to him." We have stated  
the fact in our pleadings and on that fact alone  
the presumption of advancement arose and not  
incumbent on us to plead presumption of advancement.

Defendant's pleadings "I paid for the houses".  
If he arranges for mortgage in his wife's name,  
he is not paying for the house at all - Silver v.  
30 Silver (1958) 1 All E.R. 523 h.n. 526 D "So that  
there is.....windfall"; 527A "Counsel for the  
wife.....this kind."

My learned friend said defendant has beneficial  
interest - 24 One Tree Hill, defendant said he paid  
off the mortgage, we do not know, then Silver & Silver  
applies.

36 Belmont Road - Deposit we said it came out  
of Emerald Room; defendant said he paid it. Then  
we have loan from Overseas Union Trust - see p.15 of  
submissions. Prima facie presumption of advancement.  
Defendant did a clever thing, he arranged a mortgage  
with Malayan Banking - p.16; the payment of interest  
is deductible from income tax. Who paid for the house  
40

In the High Court of the Republic of Singapore

No.25 Submissions for Plaintiff 4th July 1980

(continued)

at this juncture, defendant or the plaintiff? Bundle E p.882. I submit plaintiff was the source of income; p.19 Submission, summary of the facts. Defendant did not pay for the house.

Cowder v. Cowder (1972) 1 W.L.R. 425; h.n. 436 "I reach that conclusion..... accordingly.....437.....of accounting."

Pettitt v. Pettitt (1969) 2 All E.R. 385; 405 H 2 "In the first place.....406....407.... .. his wife."

10

Presumption of advancement is still alive. 407 G 4 "But where both....is very small." 408 A2 "But if a spouse.....or divorce."

Adjourned to 2.30

Sgd. F.A.Chua

Hearing resumed.

Smith continues :-

Gissing v. Gissing (1970) 3 W.L.R. 255 h.n. 267 C "Any claim.....268..... unforseen one". 269 C "Where a matrimonial home.....270.....equal shares."

20

My learned friend's case is based on resulting trust which should have been pleaded.

Defendant's case "I put it in your name but the property is mine." Question is, did he ever say it? Defendant never said it in evidence - never referred to in any correspondence, or pleadings. I submit he never said it each time the house was bought. Then defendant has not got a resulting trust.

30

He has given no other reason for putting these properties in his wife's name except in case of Skillets that there was intention to form a holding company. Normal mental control.

We have the legal estate because we have the beneficial interest but defendant said he said "This is my property" and exercise of ownership. He did neither of these things.

40

No.44 One Tree Hill - p.9 Submissions - 14. Page 13/S page 240 N/E, 318 N/E, 319,320.

Plaintiff has the receipt. Defendant has

not produced any documentary evidence that he paid.

In the High Court of the Republic of Singapore

If plaintiff paid part and balance paid out of mortgage, Silver & Silver applies.

No.25  
Submissions  
for Plaintiff  
4th July  
1980

42 Mount Sinai Avenue & 56 Mount Sinai Drive - p.21 Submissions. Plaintiff's pleadings p.23, Statement of Claim. Defence - No allegation of resulting trust, only allegation is that he paid for them.

(continued)

10

No document of trust produced.

Pages 21 Submission - 28.

Page 347 N/E - 348.

Skillets Coffee House - p.29 Submissions - Ex. D.1 - 29 Submission.

2 Grove Lane - p.1 Submission.

19 Jalan Mariam - p.4 Submission.

Nixon v. Nixon (1969) 3 All E.R. 1133 h.n. 1136E "What is the position.....1137.....proceeds."

20

Not possible to fabricate the chits produced by plaintiff.

Real problem is 36 Belmont Road \$100,000 plaintiff's account, rest defendant's; plaintiff takes the house.

Interest - (1962) 106 Solicitors Journal 855 Pampoulides v. Pampoulides.

Here defendant collected the rents, so one cancels the other.

Defendant intended plaintiff to have it.

C.A.V.

30

Sgd. F.A.Chua

\_\_\_\_\_  
GROUNDS OF JUDGMENT  
OF MR. JUSTICE CHUA

No.26  
Grounds of  
Judgment of  
Mr. Justice  
Chua  
Undated

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Consolidated pursuant to  
Order of Court dated the  
17th day of March 1978

<u>Suit No.3999 of 1976)</u>	Between	
(Consolidated)	) Foo Stie Wah (m.w.)	Plaintiff
	) And	
	) Neo Tai Kim	Defendant
<u>Suit No.3744 of 1976)</u>	Between	
	) Foo Stie Wah (m.w.)	Plaintiff
	) And	
And	) Neo Tai Kim	Defendant
	) Between	
<u>Suit No.637 of 1977</u>	) Neo Tai Kim	Plaintiff
	) And	
	) Foo Stie Wah (m.w.)	Defendant

JUDGMENT OF CHUA, J.

20

The Plaintiff Foo Stie Wah is the wife of the defendant, Neo Tai Kim. The parties are now separated and living apart.

The plaintiff commenced Suit No.3744 of 1976 against the defendant on 15th November, 1976, claiming

- (a) Possession of the premises known as No. G 27 Supreme House, Penang Road, Singapore, together with all the equipment, furniture and fittings contained therein; 30
- (b) An account of all receipts and payments, dealings and transactions of the business of Skillets carried out by the defendant from the 1st June, 1974, to the date of judgment.

A month later the plaintiff commenced Suit No.3999 of 1976 against the defendant claiming

1. (a) A declaration that the Plaintiff is entitled to be discharged and exonerated from all liabilities under the mortgage deed dated the 15th day of March, 1972, whereby the Plaintiff agreed with the 40

10 Chung Khiaw Bank Limited to guarantee the Defendant's account with the said bank at its Selegie Road Branch by payment by the Defendant to the said bank of the sum of \$78,885.65 as may be due to the said Bank on the 29th day of September, 1976, when the bank received due notice of the termination of the guarantee together with such interest as may be or become due until the date of payment.

In the High Court of the Republic of Singapore

No.26  
Grounds of Judgment of Mr. Justice Chua  
Undated

(b) An order that the Defendant do pay forthwith to the Chung Khiaw Bank Limited such sum and interest as aforesaid and obtain the reconveyance of the said property known as No.44 One Tree Hill, Singapore, and take any other steps necessary for such discharge and exoneration as aforesaid.

(continued)

20 2. (a) A declaration that the Plaintiff is entitled to be discharged and exonerated from all liabilities under the mortgage deed dated the 25th day of February, 1974, whereby the Plaintiff agreed with Malayan Banking Berhad to guarantee the Defendant's account with the said bank at its Geylang Branch by payment by the Defendant to the said bank of the sum of \$206,554.08 as may be due to the said bank on the 29th day of September, 1976, when the bank received the notice of the termination of the guarantee together with such interest as may be or become due until the date of payment.

30  
40 (b) An order that the Defendant do pay forthwith to Malayan Banking Berhad such sum and interest as aforesaid and obtain the reconveyance of the said property known as No.36 Belmont Road, Singapore, and take any other steps necessary for such discharge and exoneration as aforesaid.

3. For the purposes aforesaid all necessary accounts.

Neo Tai Kim, the husband, commenced Suit 637 of 1977 against the wife on the 8th March, 1977, claiming

50 (a) a declaration that the properties known as No.19 Jalan Mariam, Singapore, and No.2 Grove Lane, Singapore, which were registered in the name of the wife were



In the High Court of the Republic of Singapore

No.26  
Grounds of Judgment of Mr. Justice Chua  
Undated

(continued)

held by her in trust for the husband absolutely

- (b) an order that upon redemption of the mortgages created in favour of United Overseas Finance Ltd. and Malayan Banking Berhad respectively the wife do transfer the said properties to the husband as he may direct
- (c) for the purposes aforesaid all necessary directions and accounts.

10

Suits No.3744 of 1976 and No.3999 of 1976 were ordered to be consolidated and Suit No. 637 of 1977 was ordered to be heard by the same Judge immediately after the consolidated actions. At the hearing of the consolidated actions the parties agreed that the evidence led in the consolidated actions be used in Suit No.637 of 1977.

On the 4th March, 1977, on the application of the plaintiff under Order 14 Rule 3 in Suit No.3999 of 1976 it was ordered that judgment be entered for the plaintiff against the defendant in terms of prayers 1(a) and 2(a) of the Statement of Claim and the defendant was granted leave to defend the balance of the claim.

20

The parties were married on the 7th April, 1951, according to Chinese rites. The defendant was then working as a clerk in an import and export firm. In 1952 the defendant became a partner in Shamrock Hotel, Dublin Road. The defendant worked in the export and import firm in the day and at the Shamrock Hotel at night. In 1957 the defendant ceased to work at the import and export firm. That year the defendant successfully tendered for the canteen at the University of Singapore. The plaintiff claims that she ran the canteen whereas the defendant claims that he ran the canteen. At the end of two years the defendant re-tendered for the canteen but was not successful.

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In 1958 the defendant successfully tendered for the Airport Staff Canteen. The plaintiff says that the defendant took no part in its running and that it was she who ran it. She says that when the University Canteen ceased business she worked all day at the Airport Staff Canteen. The defendant says that he was running the canteen. This canteen ceased in 1960.

In 1960 the defendant successfully tendered

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for the catering service at the Paya Lebar International Airport for the VIP room, the transit lounge, the passenger waiting room and the upstairs bar. This business was carried on under the name of International Airport Restaurant and the defendant was the sole proprietor but the plaintiff claims that she did all the work in running the business. This is denied by the defendant. This business ceased in 1964.

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In June, 1962, the defendant became the sole proprietor of the Shamrock Hotel. In July, 1963, No.44 One Tree Hill was purchased in the name of the plaintiff.

(continued)

When the new wing of the Paya Lebar International Airport was opened in 1964 the defendant successfully tendered for the catering services. The business was carried on in the name of International Airport Restaurant which was registered in the name of the defendant as sole proprietor. The plaintiff claims that she ran the business which is denied by the defendant. This business terminated in June, 1969.

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In June, 1965, No.42 Mount Sinai Avenue and No.36 Mount Sinai Drive were purchased in the name of the plaintiff.

Towards the end of 1969 the Golden Star Restaurant at the Shamrock Hotel was converted into the Emerald Room, a restaurant and night-club. The plaintiff claims that she was running the Emerald Room. The defendant denies this.

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In July, 1970, No.2 Grove Lane was purchased in the name of the plaintiff.

On 1st September, 1970, Skillets Coffee House (Skillets) commenced business at premises known as G 27 Supreme House, Penang Lane. The plaintiff claims that she is the owner of the business and that she ran it which is denied by the defendant. The plaintiff was and is registered as the sole proprietor.

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An account was opened with the Asia Commercial Banking Corporation Ltd. in the name of Skillets. The said bank allowed the Skillets overdraft facilities up to a limit of \$100,000.00 secured by the mortgage of No.42 Mount Sinai Avenue and No.56 Mount Sinai Drive.

In June, 1971, No.36 Belmont Road was purchased in the name of the plaintiff. In February

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1972, No.19 Jalan Mariam was purchased in the name of the plaintiff.

In September, 1971, a lease was made between Supreme Holdings Ltd. and the plaintiff whereby premises known as G 27 Supreme House was leased to the plaintiff. In June, 1973, another lease was entered into between the plaintiff and Supreme Holdings Ltd. In September, 1974, another lease was executed in respect of the same premises between the plaintiff and Supreme Holdings Ltd., the lease to expire on the 31st August, 1977.

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By a mortgage in writing dated the 15th March, 1972, the plaintiff agreed with the Chung Khiaw Bank Ltd. to guarantee the defendant's current overdraft account with the said bank at its Selegie Road Branch operated by the defendant under the name of the Emerald Room - Shamrock Hotel, together with interest thereon due from time to time for a principal amount not exceeding \$80,000.00. Under the mortgage deed No.44 One Tree Hill was mortgaged to the bank to secure the said overdraft account.

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By a mortgage deed in writing dated 25th May, 1972, the plaintiff mortgaged No.19 Jalan Mariam to United Overseas Finance Ltd. to secure the repayment of a principal sum of \$114,000.00. On the 9th September, 1976, the plaintiff executed an Instrument of Variation of Mortgage in favour of United Overseas Finance Ltd. carrying certain terms of the mortgage of 25th May, 1972.

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On or about the 2nd November, 1973, a current account in the name of the plaintiff was opened with Malayan Banking Berhad, Geylang Sub-Branch. The plaintiff signed a mandate authorising the defendant to operate the said current account as well.

By a mortgage in writing dated 28th December, 1973, the plaintiff mortgaged No.2 Grove Lane to Malayan Banking Berhad to secure the repayment of all money advanced from time to time or granted accommodation on the said current account not exceeding the principal sum of \$120,000.00.

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By a mortgage in writing dated the 25th February, 1974, the plaintiff agreed with Malayan Banking Berhad to guarantee the defendant's current overdraft account with the said bank at its Geylang Branch together with interest thereon for a principal sum not exceeding \$250,000.00. Under the mortgage deed No.36

Belmont Road, Singapore, was mortgaged to the bank to secure the said overdraft account.

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On the 26th May, 1974, the plaintiff left the matrimonial home. According to the plaintiff the defendant then illegally took possession of the Skillets and claimed to be the owner of it.

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10 On 15th November, 1976, the plaintiff commenced Suit 3744 of 1976 against the defendant claiming possession of the premises No. G 27 Supreme House and ownership of the business of Skillets and for accounts. In that suit the defendant counterclaims (a) a declaration that the business of Skillets registered in the Registry of Business Names in the name of the plaintiff is held by the plaintiff as trustee and nominee of the defendant for his benefit absolutely; (b) a  
20 declaration that No.42 Mount Sinai Avenue and No.56 Mount Sinai Drive registered in the name of the plaintiff were held by her in trust for the defendant absolutely.

(continued)

30 On 10th December, 1976, the plaintiff commenced Suit No. 3999 of 1976 against the defendant seeking certain declarations and orders which have been set out earlier. In that suit the defendant counterclaims for a declaration that No.44 One Tree Hill and No.36 Belmont Road, which were registered in the name of the plaintiff, were held by her in trust for the defendant absolutely.

In February, 1977, the defendant demanded the plaintiff to transfer No.19 Jalan Mariam and No.3 Grove Lane to the defendant upon the redemption of the two said mortgages but the plaintiff refused to comply with the demand.

40 On 8th March, 1977, the defendant commenced Suit No.637 of 1977 against the plaintiff seeking a declaration that No.19 Jalan Mariam, No.2 Grove Lane, which were registered in the plaintiff's name were held by her in trust for the defendant absolutely.

50 The case of the plaintiff is this. The plaintiff and the defendant for several years were restauranteurs and carried on business together first at the University Canteen, then at the Airport Staff Canteen, then the International Airport Restaurant (Old Wing), then the International Airport Restaurant (New Wing) and the Emerald Room. They bought properties out of the business they carried on together. The plaintiff as a business

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woman and working wife worked full time in all the canteens and restaurants. The business of Emerald Room was built up solely by the efforts of the plaintiff and the monies generated thereby were used, inter alia, for the benefit of the plaintiff and the defendant and she claims that she is entitled to an equitable share in the said business. The funds to purchase No.44 One Tree Hill were the plaintiff's own funds. The funds used to purchase No.36 Belmont Road were funds generated from the Emerald Room business and the house was intended to be for the sole beneficial use of the plaintiff. Premises No.19 Jalan Mariam and No.2 Grove Lane were two properties, among others, which by agreement between the plaintiff and the defendant were bought for the sole beneficial use of the plaintiff who executed all necessary documents including mortgages in relation to them. The monthly instalments for these properties were paid out of the funds of the business of the Emerald Room and these payments were made, meant and intended to benefit the plaintiff solely and absolutely.

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The plaintiff's case as regards the Skillets is this. Plaintiff invested capital in furnishing and equipping the coffee house and she managed and operated the coffee house personally from its inception. In May, 1974, the plaintiff and the defendant had a violent marital quarrel, as a result of which, the plaintiff felt constrained to leave the defendant who never actually stayed in the matrimonial home at No.19 Jalan Mutiara and was living with his second wife. In anger and disgust she left the business of the Skillets in the hands of the defendant and since then until now the defendant has been operating the coffee house and is in possession of it. As there is no possibility of a reconciliation of the marriage (the plaintiff commenced divorce proceedings in October 1977, Divorce Petition No.956 of 1977) the plaintiff has through her solicitors demanded the return of possession of the business and premises but the defendant has failed to do so.

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The case of the defendant is this. He denies that the plaintiff is the owner of No.44 One Tree Hill, No.36 Belmont Road, No.19 Jalan Mariam, No.2 Grove Lane, No.42 Mount Sinai Avenue and No.56 Mount Sinai Drive. The defendant contends that he is at all material times the true owner of these properties and that these properties registered in the name of the plaintiff are held by the plaintiff in

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trust for the defendant absolutely. The defendant says that all payments for the purchase of these properties including all outgoing expenses were made by him out of his own funds. As regards the Skillets he contends that he is at all material times the true owner of the said business which he founded, managed and operated since its inception and that the said business is registered in the name of the plaintiff as the nominee of the defendant and that the plaintiff is holding the said business in trust for the defendant. The defendant alleges that the plaintiff voluntarily executed a document on the 12th September, 1973, (Ex. D.1) declaring that she is a nominee.

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I should first consider whether Ex.D.1 was voluntarily executed by the plaintiff. By this document the plaintiff declares that:

" I hold the following immoveable properties, namely :-

- (a) No.44 One Tree Hill, Singapore
- (b) No.42 Mount Sinai Avenue, Singapore
- (c) No.56 Mount Sinai Drive, Singapore
- (d) No.2 Grove Lane, Singapore
- (e) No.36 Belmont Road, Singapore
- (f) No.19 Jalan Mariam, Singapore

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and the Coffee-House business known as "SKILLETS" (all registered in my name) as Nominee and in trust for my said husband, Mr. Neo Tai Kim, as all monies for acquiring those immoveable properties and business were provided by him solely AND HEREBY AGREE that I will at the request and costs of my said husband convey or transfer the said immoveable properties and business to such person or persons at such time or times and in such manner or otherwise deal with the same as my said husband shall direct or appoint AND WILL at all times execute and do all such documents acts and things as may be necessary to procure the appropriate registration or entry in the register of the aforesaid title to give effect to any such transfer or dealing or if so required to protect the interest of my said husband."

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The defendant in his evidence explains how Ex. D.1 came to be executed by the plaintiff. In September, 1973, he suspected that the plaintiff was unfaithful to him. He went to the

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office of Wee Kia Lok, an old friend, (who was for many years a lawyer's clerk) and told him about the plaintiff's behaviour and that he had bought properties in his wife's name but that they belonged to him. Wee Kia Lok asked if he had any documentary evidence as to the ownership of those properties. He said he had none and Wee Kia Lok said that he would prepare a document. Two days later Wee Kia Lok produced Ex. D.1 in duplicate. He read the contents and found them to be correct. He and Wee Kia Lok then went for lunch. During lunch he tried to contact the plaintiff by telephone at various places but without success. He then brought Wee Kia Lok to the Emerald Room. They arrived there at 2.30 p.m. The plaintiff was there. He took Wee Kia Lok to a room and then asked the plaintiff to come in. They all sat down. Wee Kia Lok explained the position to the plaintiff and then explained the contents of Ex.D1 to the plaintiff. Then Wee Kia Lok asked the plaintiff if she agreed to the contents and asked her to sign the document if she agreed and that if she did not agree she need not have to sign it. The plaintiff asked him for a pen and while she was signing Ex .D.1 she remarked that "the family of Foo was not interested in the property of Neo family". Soon after signing the document the plaintiff left.

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Now, Ex. D.1 was not disclosed in the pleadings of the defendant in the three suits and was not referred to until December, 1978.

The defendant gave an explanation for this late disclosure. He said that three days after the plaintiff had executed Ex.D.1 he went to Wee Kia Lok's office and handed the duplicate of Ex.D.1 to Wee Kia Lok for safe keeping "in case something might happen to me, my children were still young and I asked him to look after my children." When the plaintiff served him with the writs he searched for the original of Ex.D.1 which he had kept in his office but he could not find it. Then he went to see Wee Kia Lok and asked for the duplicate of Ex.D.1. Wee Kia Lok looked for it but could not find it. Towards the end of 1978 the duplicate was found in the office of Wee Kia Lok and either in January or February, 1979, he found the original.

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Wee Kia Lok supported the evidence of

defendant on this.

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10 The plaintiff, on the other hand, denies  
that she signed Ex.D.1. She admits that the  
signature at the bottom of Ex.D.1 and the  
duplicate are hers. She denies that she signed  
in the circumstances alleged by the defendant.  
She says that sometime in February or March,  
1973, before she went to England, the defendant  
asked her to sign three pieces of blank paper.  
20 She asked the defendant the purpose of it and  
the defendant told her that they were to be  
used for income tax purposes and told her not  
to be afraid and that he "would not have my  
head chopped off." She signed them at the  
Emerald Room at the bar counter. The three  
pieces of paper however were all larger than  
Ex.D.1. She also says that she could not  
remember if the defendant had asked her to sign  
20 other pieces of blank papers but in cross-  
examination she says that she had also signed  
blank papers at the request of the defendant on  
other occasions prior to March, 1973, for the  
purpose of income tax.

30 The defendant's version of how he came to  
find Ex.D.1 after two years is improbable. He  
said that after hunting for two years he found  
it under a sideboard. The defendant failed to  
take any care of a valuable document. It is  
inconceivable that if the manner in which the  
document came into existence was true he would  
not have locked it in a safe place. He has a  
safe in his office. According to Wee Kia Lok  
it was Ng Ling Cheow, the chief clerk of Lee &  
Lee, the defendant's solicitors, who found the  
duplicate of Ex. D.1 in a file in his room in  
the office. No explanation was given why Ng Ling  
Cheow was not called as a witness. Both the  
defendant and Wee Kia Lok admitted that the  
document was important and neither of them  
40 explained why there was no care taken of it.  
Nobody even heard of this document throughout  
the litigation until December, 1978 just prior  
to the first day's hearing. No communication was  
made to any lawyers nor was it heard of in any  
affidavit. To me the story of the defendant and  
Wee Kia Lok does not ring true.

50 What is more probable is that, faced with  
the position that there was no documentary  
evidence, the defendant and Wee Kia Lok together  
fabricated Ex. D.1. The blank pieces of paper  
signed by the plaintiff were filled in conveniently  
by Wee Kia Lok.

I find that Ex.D.1 was not executed by the  
plaintiff.



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In determining a question of title to property in proceedings between husband and wife, the Court must decide it according to law. What then is the law? The leading case is the House of Lords case of *Pettitt v. Pettitt* (1969) 2 All E.R.385. There used to be a presumption that if a husband bought property in the name of his wife it was presumed to be advancing her with the property as a gift. *Pettitt v. Pettitt* has cast doubt as to whether this presumption is still applicable today. According to *Pettitt v. Pettitt* the force of this presumption has become very much weakened under modern conditions. The document may be silent as to the beneficial title. Parol evidence is admissible as to the beneficial ownership that was intended by the husband and wife at the time of acquisition and if, as very frequently happens as between husband and wife, such evidence is not forthcoming, the Court may be able to draw an inference as to their intentions from their conduct. If there is no such available evidence then the presumption comes into play. 10 20

What is the position of a wife who helps in the business? When a wife has actually helped her husband in a business, is she entitled to any interest thereon? In *Nixon v. Nixon* ((1969) 1 W.L.R. 1676) Lord Denning M.R. said (p.1679): 30

" The case raises this point of principle. What is the position of a wife who helps in the business? Up and down the country, a man's wife helps her husband in the business. She serves in the shop. He does the travelling around. If the shop and business belonged to him before they married, no doubt it will remain his after they marry. But she by her work afterwards should get some interest in it. Not perhaps an equal share, but some share. If they acquire the shop and business after they marry - and acquire it by their joint efforts - then it is their joint property, no matter that it is taken in the husband's name. In such a case, when she works in the business afterwards, she becomes virtually a partner in it - so far as the two of them are concerned - and she is entitled, prima facie, to an equal share in it. " 40 50

In Cummins v. Thompson And Others ((1971) 3 W.L.R. 580) Lord Denning M.R. said (p.584);-

" As that case (Nixon v. Nixon) shows, the wife becomes entitled to a share not only in the profits of the business itself, but also in property acquired by those profits.

10 Nixon v. Nixon )1969) 1 W.L.R. 1676 was followed and was applied in Muetzel v. Muetzel (1970) 1 W.L.R. 188. There has since been the decision of the House of Lords in Gissing v. Gissing (1970) 3 W.L.R. 255. Mr. Payne very fairly admitted that it does not throw the slightest doubt on the principles laid down in Nixon v. Nixon (1969) 1 W.L.R. 1676. But it does show the legal basis. The court imposes or imputes a trust whereby the husband holds the assets of 20 the business - or their proceeds - on trust for both jointly, and, in the absence of any evidence sufficient to enable the court to distinguish between them, for them both equally. "

30 I now come to deal with the evidence in this case. The defendant during the period he had the lease of the airport restaurants had a business Sharikat Malaysia at the airport selling duty free goods. In February, 1971, he started the Wisma Theatre in partnership with his younger brother. This business is still being carried on. He was also a shareholder in Kian Tong Marine Services. The plaintiff, on the other hand, during the period the restaurants at the airport were operating, had a sideline business at the restaurants selling postcards, sweets, nuts, biscuits, titbits and ties. During the period 40 September, 1971, to May 1974, she was a sleeping partner in Foto Century, a photo studio selling cameras and radios. In 1972 the plaintiff was (and still is) a partner in a hairdressing saloon called "Caroline".

On the evidence I find that the plaintiff was indeed a working wife and she ran the canteens and the airport restaurants for the defendant who took no active part in running the businesses.

#### Emerald Room Restaurant-Night Club

50 The evidence adduced by the plaintiff is this. The airport restaurant business terminated in June, 1969. At that time the defendant was running at the Shamrock Hotel the Golden Star Restaurant, which

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was more a bar than a restaurant. The business there was very poor. Sometime in July or August, 1969, the plaintiff arranged to meet her two nephews Ronnie Tan and Freddy Tan at dinner at the Golden Star Restaurant. Ronnie Tan was at one time the Manager of the International Airport Restaurant and when he left for Hawaii to study hotel and refreshment business his brother Freddy Tan became Assistant Manager. Ronnie Tan had just returned for a holiday from Hawaii. At the dinner it was suggested that the dining area of the Shamrock Hotel be renovated and a new restaurant and night-club be set up there. The plaintiff told the defendant of the suggestion and there was another meeting held and this time the defendant was present. It was agreed that a new restaurant and night-club be set up. 10

Ronnie Tan contacted an old friend David Ng Chang Chun a designer, and gave him the idea of renovating the place and asked him to put up designs. 20

On the 22nd October, 1969, the new restaurant and night-club commenced business. The restaurant was called the "Emerald Room" and the night club the "Shindig Club". Freddy Tan was appointed Manager.

The plaintiff worked at the Emerald Room and the Shindig Club everyday and she ran the whole business. The defendant did not take an active part in the running of the business. The plaintiff would take the cash home every night and bank the cheques the following day into the Chung Khiaw Bank opened by the defendant. 30

During the years 1970 to 1974 there were payments made to the defendant from the business of Emerald Room by the plaintiff, who kept records of the cash payments made by her to the defendant. The plaintiff produced Bundle G which contained the records of the cash which she gave to the defendant. Bundle G, however, is not a complete record, some of the chits were lost. 40

The evidence of the defendant is this. In April, 1969, when he was unsuccessful in his tender for the airport restaurant, he decided to convert the Shamrock Hotel into a first class restaurant and night club. He asked his friend David Ng to design the restaurant and night club. He denied that the plaintiff, Ronnie Tan and Freddy Tan had a 50

meeting with him over the renovation. He claimed that he was running the Emerald Room and Shindig Club. He employed Freddy Tan as the manager. He kept the cash and the cheques at the end of the day in the safe in his office. He denied that the plaintiff ran the whole business. The chits in Bundle G were made by the cashier and the cash was handed to him by the cashier and not the plaintiff.

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I accept the evidence of the plaintiff that it was she who thought of the idea of renovating the Golden Star Restaurant and turning it into the Emerald Room and Shindig Club and that it was she who ran the whole business. It is to be noted that on the opening of the Emerald Room and Shindig Club there was a feature in the Eastern Sun of Wednesday, October 22, 1969, and in it the plaintiff was referred to as the Managing Director and it was said that the restaurant and discotheque was "the result of a long and meticulous planning job for the three brains behind it - Managing Director Madam Foo Stie Wah, assisted by Manager Freddy Tan and Public Relations Officer, Miss Caroline Tan." The defendant was not mentioned at all in the feature.

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I also accept the evidence of the plaintiff that she handed cash to the defendant out of the funds of the Emerald Room as evidenced by the chits in Bundle G.

I find that the plaintiff ran the whole business for her husband and on the authority of Nixon v. Nixon the plaintiff was entitled to an equal share in the profits of the Emerald Room and Shindig Club.

#### No.44 One Tree Hill

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The land of this property was conveyed by Chung Chin Man and Yat Yuen Hong Co.Ltd. to the plaintiff by a deed dated 31st July, 1963, for a consideration of \$17,760 being the balance of the purchase price. On the face of this document the plaintiff receives the full beneficial interest of the property. The property was bought on instalments and the land was conveyed when the instalments were paid.

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At the hearing, in cross-examination of the plaintiff, a certified true copy of a mortgage dated the 31st July, 1963, in respect of No.44 One Tree Hill for \$20,000 to the Chung Khiaw Bank Ltd.

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(Ex. D.3) was produced. The plaintiff said that Ex. D.3 did not bear her signature, that she was quite definite she did not sign a mortgage in the presence of her husband or elsewhere and in any case it was not necessary for her to mortgage the property. She, however, when asked by defendant's counsel said that she objected to the solicitor being called by the defendant to give evidence about Ex.D.3. 10  
It is clear that No.44 One Tree Hill was mortgaged for \$20,000 and that the mortgage was executed by the plaintiff.

The plaintiff's contention is that this property was owned by her. Her evidence is that the property was paid out of her savings from her sideline business at the airport restaurant and that she handed the money to the defendant who made the payments. She says that she asked the defendant to buy the house 20 as she needed a house badly as many people laughed at her for not having a house.

The Defence alleged that all payments for the purchase of this property were made by the defendant out of his own funds but in his evidence the defendant said that he had to take a loan from the Chung Khiaw Bank Ltd. to purchase this house. The mortgage was discharged on 6th August, 1971, after he paid the bank. This property was again mortgaged to the 30 Chung Khiaw Bank Ltd. on 15th March, 1972, this time for \$80,000 for the account of Shamrock Hotel. During the seven months between the first and the second mortgage the title deeds were in his possession. The second mortgage was for an overdraft and the plaintiff had no right at all to operate this overdraft account. The property tax was paid by him. It was his idea to buy the house. He told the plaintiff that he intended to buy the house. He told her 40 "I intended to put her name as the buyer and the money would be paid by me and she agreed. I told her I paid for the house and I was the owner of the house; she agreed. "

The relevant fact of the second mortgage is that the defendant was the borrower and the plaintiff was the surety. The plaintiff through her solicitors gave notice of termination of the guarantee on the 27th September, 1976. At her request the bank stopped the account 50 on the 30th September, 1976, informing her that the balance of the account as at 29th September, 1976, was \$78,885.65. Judgment has already been entered against the defendant that the plaintiff is entitled to receive from the

defendant such sum as is due to the bank from the 30th September, 1976.

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The issue is - did the plaintiff pay for this house out of her own funds or did the funds come from the defendant?

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10 The plaintiff claims that she paid the whole of the purchase price of \$39,360 in cash whereas in fact a total of \$19,360 was paid in cash/cheque and the balance of \$20,000 was by way of a loan from the Chung Khiaw Bank Ltd. I do not believe that the plaintiff would have enough savings from her sideline business to purchase this property. The probabilities are that this house was paid for out of the funds of the airport restaurant business and a loan from the bank which the defendant obtained for the plaintiff.

(continued)

20 No.44 One Tree Hill was the first property purchased in the plaintiff's name and was the matrimonial home up to April, 1972, when they moved to Jalan Mutiara. I find that the intention of the parties at that time was to purchase this house for the plaintiff as the matrimonial home. The probabilities are that the mortgage instalments were paid out of the funds of the Airport International Restaurant and Emerald Room. The defendant has no documentary evidence to prove that he paid any instalments or anything.

30 I find that No.44 One Tree Hill is not held by the plaintiff in trust for the defendant and that it is her property.

No.42 Mount Sinai Avenue  
No.56 Mount Sinai Drive

40 The defendant says that he came to know that these properties were for sale. He told the plaintiff of his intention to buy them in the plaintiff's name and that he would pay for them and that the houses would belong to him and she agreed.

The year of purchase was 1965 and the date of contract in both cases is the same, 30th June, 1965, and both signed by the plaintiff. These houses were bought on instalments paid in cash to Malaysia Investments Land Co.Ltd. the developers.

50 The money was handed to Murugason & Co. for payment by the defendant. The receipts were issued in the plaintiff's name and were kept by Murugason & Co. The completion of the purchase of

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these properties was on the 1st July, 1971.

The defendant kept the title deeds. The defendant made the arrangements for the mortgage of these two properties on 28th December, 1971, to secure bank facilities granted to Skillets by the Asia Commercial Banking Corporation Ltd. The plaintiff gave a mandate to the defendant to operate this account.

In the course of these proceedings the defendant obtained a lis pendens order on the 28th March, 1977, to prevent the plaintiff from selling these two properties. Subsequently by consent No.42 Mount Sinai Avenue was sold and the money used to pay off the bank overdraft. 10

The plaintiff says that they discussed about the purchase of these properties in her name and that the defendant had always told her that whatever was bought in her name belonged to her. She says that the money to pay for these two properties came from her saving of her sideline business and that none came from the airport restaurant business. The defendant, on the other hand, says that he paid for the properties out of the money from his businesses. 20

The plaintiff admits that the rents of these properties were collected by the defendant and that the defendant paid the property tax.

I do not believe that the plaintiff would have had enough savings from her sideline business to pay for these properties. I do not accept the defendant's evidence that there was a verbal conversation saying that these properties were for the defendant. The probabilities are that there was no conversation as to the beneficial ownership of these properties. 30

These properties were free of any mortgage until the business of Skillets started in 1970. The probabilities are that the instalments for these properties were paid out of the funds of the International Airport Restaurant and the Emerald Room and from the rents collected. 40

The plaintiff was virtually a partner in the business of the International Airport Restaurant and the Emerald Room and was entitled to an equal share in the profits of these two businesses. 50

I find that the plaintiff is entitled to an equal share in these two properties.

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No.2 Grove Lane, No.19 Jalan Mariam and No.36 Belmont Road

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According to the plaintiff these properties were purchased from the funds of the Emerald Room and that they were intended for the sole beneficial use of the plaintiff.

10 The defendant's case is that he paid for these properties out of his own funds and that these properties were bought in the name of the plaintiff as his nominee or trustee and that the sole beneficial use of these properties was in fact enjoyed by the defendant.

(continued)

20 It is not disputed that the defendant made all the arrangements for the purchase of these properties and their subsequent mortgages and that the defendant physically paid the initial payments for the purchase of these properties. It is also not in dispute that the defendant received the rents for these properties. It is also not in dispute that No.36 Belmont Road was mortgaged by the plaintiff on the 25th February, 1974, to the Malayan Banking Berhad to secure the overdraft facilities of the defendant to the extent of \$250,000.

30 The plaintiff produced chits in Bundle G as evidence of her handing the money out of the funds of the Emerald Room to the defendant for the defendant to pay for the purchase of these properties. The defendant's case is that these chits are fabricated and that during this period he had earnings from his other businesses, namely Sharikat Malaysia and Wisma Theatre, from which he states he took funds to pay for these properties.

The plaintiff has satisfied me that the funds for the purchase of these properties came from the business of the Emerald Room.

40 I find that there was no verbal trust as alleged by the defendant and that the plaintiff is entitled to an equal share in these properties.

Skillets Coffee House

The Suit is No.3744 of 1976. The Statement of Claim is a claim against the defendant for possession of the premises known as G 27, Supreme House, Penang Road, Singapore, by virtue of a lease between Supreme Holdings Ltd. and the plaintiff.



In the High  
Court of the  
Republic of  
Singapore

No.26  
Grounds of  
Judgment of  
Mr. Justice  
Chua  
Undated

(continued)

The plaintiff claims to be the sole proprietor of Skillets and that she invested capital in the business and managed and operated the business.

The defendant by his Defence denies that the plaintiff is the owner of the coffee house and alleges that he is the owner of the business, that he founded, managed and operated it since its inception and that the business is registered in the name of the plaintiff as nominee of the defendant and was holding the business in trust for the defendant. The defendant also denies that the plaintiff invested capital in furnishing and equipping the premises for a coffee house-cum restaurant business. The defendant contends that he invested all necessary capital in the said business. The defendant denies that the plaintiff managed and operated the coffee house personally from its inception. The defendant says that the business commenced on the 1st September, 1971, and not in August, 1971, as alleged and that the defendant has managed the business since its inception and is still managing the business. 10 20

The defendant denies that the plaintiff is entitled to possession of the premises G 27 Supreme House, Penang Road, Singapore. The defendant contends that the lease is held in trust by the plaintiff as his nominee. He admits that the business is mortgaged on the two Mount Sinai properties for a facility for the business and says that the houses are his. 30

The defendant denies that the plaintiff is entitled to any relief and claims a declaration that Skillets is held by the plaintiff as his trustee and nominee for his benefit absolutely; claims for an order that the plaintiff execute a transfer of the business to him and sign all necessary documents and forms for such transfer. 40

The evidence adduced by the plaintiff is shortly this. Early in 1970 the plaintiff thought of running a coffee house for herself and she raised the matter with the defendant who agreed to it. At the time the Supreme House building was under construction, a friend of the defendant asked the defendant whether a place in the Supreme House would be a good place for running a coffee house. The defendant discussed the project with her. As a result of their conversation the defendant went to negotiate for the place. 50

10 The defendant asked her for the money  
for the booking fee. The defendant later  
negotiated a lease and it was issued to the  
plaintiff but she did not know when the first  
lease was to take effect. The defendant paid a  
deposit of three months' rent. It was  
estimated that the cost of fitting up and  
furnishing the coffee house would be \$200,000.  
The place was designed by Ronnie Tan who  
thought of the name "Skillets" and designed  
the crockery and arranged for the supply of  
the crockery, utensils etc. The defendant  
took the money from the plaintiff and paid for  
the crockery and utensils. The furniture and  
the crockery were paid by instalments. The  
plaintiff got the money from the business of  
Emerald Room and from her own safe deposit  
box where she kept her savings from her  
airport business and from the business of  
20 Emerald Room.

Skillets commenced business on the 29th  
August, 1971, when friends and old customers  
were invited and on 1st September, 1971 it was  
opened for general business.

The plaintiff did not keep any record of  
the money banked in from the business but Michael  
Tong, the chief cashier, did. The staff was  
engaged by the plaintiff assisted by Ronnie Tan  
who trained the staff.

30 The plaintiff opened a bank account in her  
name for the coffee house with the Lee Wah Bank,  
Penang Road Branch, on the 3rd November, 1971.  
She deposited \$4000 to open the account. Some of  
the collections from the coffee house were paid  
into this account. She operated this account for  
about one year.

40 The plaintiff ran the business; she worked  
both at the coffee house and the Emerald Room.  
She paid all the wages of the staff and all the  
food bills and so on out of the business.

The defendant did not take part in the running  
of the business except external matters such as  
renewing the licence. The defendant occasionally  
came to the coffee house for one or two hours and  
he came to collect the money from her and she gave  
it to him in cash.

50 The defendant suggested that the two Mount  
Sinai properties be mortgaged so that there would  
be no queries by friends and the Income Tax authori-  
ties as to how they got the money to set up the

In the High  
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No.26

Grounds of  
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Undated

(continued)

coffee house. The defendant arranged the mortgage of the two properties to the Asia Commercial Bank in December, 1971. Skillets was a very successful business and did not need an overdraft.

Everything went well until April, 1974, when the plaintiff and the defendant had a marital quarrel. The defendant then told the plaintiff not to go to the Emerald Room any more otherwise he would assault her. In May, 1974, the defendant snatched the plaintiff's handbag when she was about to leave the house, opened it and took away from it the three keys to the Skillets' safe. The defendant told the plaintiff that he would put her to shame if she went to the coffee house and she stopped going to the coffee house after the 26th May, 1974. She also left the matrimonial home, which was then at No.19 Jalan Mutiara, and went to live at No.56 Mount Sinai Drive.

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The defendant's evidence is this. It was his idea to start the coffee house. He met Wee Kia Lok one day near the Supreme House building site. Wee Kia Lok was a shareholder of Supreme Holdings Ltd. He told Wee Kia Lok of his idea. On the 15th September, 1970, he received a letter from Supreme Holdings Ltd. offering him a lease of Unit G 27 to operate a coffee house. He had intended to form a private limited company to operate the coffee house and he informed Supreme Holdings Ltd. of his intention. He agreed to the offer.

30

On the 19th September, 1970, he paid Supreme Holdings Ltd. \$22,846.50 as booking fee. It was his money, he did not get it from the plaintiff.

He had told the plaintiff of his plan to start a coffee house but the plaintiff did not agree to it as she was afraid he might not be able to get sufficient staff for the coffee house.

40

Skillets was registered in the name of the plaintiff in April, 1971. His intention was to form a private limited company and have the coffee house registered in the Company's name but since the Company had not yet been formed he had the coffee house registered in the name of the plaintiff. Before doing so he had told the plaintiff that, as the Company had not been formed, the business would be registered in her name but the business

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would belong to him. The plaintiff agreed.

In November, 1970, the defendant was still receiving letters from the solicitors of Supreme Holdings Ltd. asking him to sign the lease. Eventually the lease was signed by the plaintiff.

10 He engaged David Ng Chang Chun to do the interior design work of the coffee house, including the layout. David Ng received instructions from him. The renovations took about two months and during that period he was present at the premises everyday. He paid for all the renovation work. He also paid for the kitchen equipment, utensils and crockery.

20 The chief cook engaged the staff of the kitchen with the defendant's approval. The serving staff was interviewed by the Captain, Tan Jee Hong, and appointed by him with the defendant's approval.

There was no manager appointed. Freddy Tan was not the manager; he just went there to have a look.

The training of the kitchen staff was done by the chief cook. The Captain trained the serving staff. Ronnie Tan took no part in the training of the staff. Ronnie Tan did not contribute any idea to the planning of the menu which was done by the cook.

30 He did not take any money from the plaintiff to pay for the renovation or equipment and other things necessary for starting the coffee house. He got the money from the profits he made in the past from his business - Sharikat Malaysia, International Airport Restaurant and the Emerald Room.

40 Skillets had an overdraft account with the Asia Commercial Bank for the sum of \$100,000, secured by the two Mount Sinai properties. The bank account was in the name of Skillets and the plaintiff granted him a mandate to operate the account. In most cases he drew out the cheques and signed them. The business did not need an overdraft account but he was not sure if the business would be a success and it was advisable to have overdraft facilities in case the business was short of money. He made all the arrangements for the mortgage to the Asia Commercial Bank.

In the High Court of the Republic of Singapore

No.26  
Grounds of Judgment of Mr. Justice Chua  
Undated

(continued)

In the High  
Court of the  
Republic of  
Singapore

No.26  
Grounds of  
Judgment of  
Mr. Justice  
Chua  
undated

(continued)

The defendant was in charge of the daily running of the coffee house. He ordered the fresh food. The chief cook ordered the provisions and the storekeeper the beer. He paid for all these purchases. It was his money. He did not take any money from the plaintiff to pay for them.

The cashiers were on three shifts. At the end of each shift the takings were checked and handed to the defendant who kept them in the 10 Skillets' safe. Cheques were paid into the Asia Commercial Bank the following day.

The plaintiff would go to the Skillets once in a while to walk about.

So much for the evidence.

As between the Supreme Holdings Ltd. and the plaintiff, the plaintiff is the lessee and entitled to the full beneficial interest. She is liable on all the covenants and entitled to be in possession of the premises. As 20 between the Asia Commercial Bank and the plaintiff, the plaintiff is liable for payment of the overdraft.

I am of the view that the plaintiff's story is the more probable one. Both husband and wife were in business together. The husband had the Emerald Room and other businesses and the plaintiff wanted a business of her own. The plaintiff wanted to have a coffee house business and I have no doubt that 30 the defendant agreed to that. The money for commencing the business was paid out of the business of the Emerald Room and from the savings of the plaintiff. It was Ronnie Tan, the nephew of the plaintiff, who helped the plaintiff to set up the business. Ronnie Tan is a graduate of the University of Hawaii in Business Administration and had worked in Hawaii in the hotel and refreshment business. The name "Skillets" was thought of by Ronnie 40 Tan who had the logo done by a graphic designer and he ordered the crockery and cutlery with the logo on them. Ronnie Tan helped the plaintiff to engage the staff and trained them and he also planned the menu. A bank account was opened in the plaintiff's name with the Lee Wah Bank, Penang Road Branch. The payment for the renovation came from the funds of the Skillets. The keys to the safe were in the possession of the plaintiff until the defendant 50 took them away from her in May, 1974. The income tax returns were made by the plaintiff.

In the Straits Times of the 31st August, 1971, there was a supplement about the Skillets. In that article the plaintiff was described as the Managing Director, Ronnie Tan the Business Adviser and Freddy Tan the Manager. No where in the article was the defendant mentioned. It is clear from the evidence that the defendant had nothing whatever to do with the business or the running of it.

In the High Court of the Republic of Singapore

No.26  
Grounds of Judgment of Mr. Justice Chua  
Undated

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In May, 1975, the Registrar of Business Names required the Skillets to be re-registered. On the 10th November, 1975, the defendant's brother Michael Neo, who became the Manager after the defendant took over the Skillets, wrote to the Registrar asking for time to make the necessary returns as "the proprietress is away on urgent business" and in December, 1975, Michael Neo again wrote to the Registrar asking for a further extension of time to re-register the business and intimating that "our proprietress is held up in business abroad". The defendant said that he knew nothing about these letters when asked why he took no steps to correct the statement that the plaintiff was the proprietress. In January, 1976, the defendant tricked the plaintiff into signing a Notice of Termination of a Registered Business and sent it to the Registrar. At about the same time the plaintiff filed an application to re-register the business. The Registrar promptly sought clarification and the plaintiff went to see the Registrar and cancelled the Notice of Termination. The defendant later fabricated the document Ex. D.1.

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(continued)

I have come to the conclusion that the plaintiff is the sole owner of the Skillets.

JUDGE

In the High  
Court of the  
Republic of  
Singapore

No. 27

FORMAL JUDGMENT

No.27  
Formal Judgment  
27th November  
1980

IN THE HIGH COURT OF THE REPUBLIC OF  
SINGAPORE

Consolidated pursuant to  
Order of Court dated the  
17th day of March 1978

SUIT NO: 3744 of 1976

BETWEEN

FOO STIE WAH  
(m.w.) Plaintiff 10

AND

NEO TAI KIM Defendant

SUIT NO: 3999 of 1976

BETWEEN

FOO STIE WAH  
(m.w.) Plaintiff

AND

NEO TAI KIM Defendant

SUIT NO: 637 of 1977

BETWEEN

NEO TAI KIM Plaintiff

AND

FOO STIE WAH  
(m.w.) Defendant 20

J U D G M E N T

THE 27TH DAY OF NOVEMBER, 1980

THIS CONSOLIDATED ACTION and Suit No.637  
of 1977 ordered to be heard immediately after  
the trial of the Consolidated Action consolidating  
Suit No.3744 of 1976 and Suit No. 3999 of 1976  
having been tried before The Honourable Mr.  
Justice F.A.Chua on the 5th, 6th, 7th, 8th, 9th, 12th, 13th, 14th, 15th, 16th, 26th and 27th days of November, 1979, 21st, 22nd, 23rd, 24th, 25th, 28th, 29th, 30th & 31st days of January, 1980, 1st, 4th, 5th, 6th, 7th & 8th February, 1980, 23rd, 24th, 25th, 26th & 30th June, 1980 and 4th July, 1980 in the presence of Counsel for the plaintiff and for the Defendant and by consent the evidence taken in the Consolidated Action being utilised in Suit No.637 of 1977 THIS COURT DOTH ORDER that the said actions should stand for

judgment and these actions standing for  
judgment this day IT IS ADJUDGED THAT :-

In the High  
Court of the  
Republic of  
Singapore

- 10
1. Foo Stie Wah (m.w.) the Plaintiff in the Consolidated Action is the sole owner of the business known as the Skillets Coffee House together with all the equipment, furniture and fittings therein and entitled to possession of the premises in which the said business is carried on and known as G27, Supreme House, Penang Road, Singapore and that the Defendant do deliver up possession forthwith of the said business and the said premises together with all equipment, furniture and fittings therein to the Plaintiff and that an account be taken before the Registrar of all receipts and payments, dealings and transactions of the business from the 1st June, 1974 to the date of delivery up of possession and that payment be made thereof by the Defendant to the Plaintiff.
- 20
2. Foo Stie Wah (m.w.) the Plaintiff in the Consolidated Action is entitled to an equal share in the property known as No.42 Mount Sinai Avenue, Singapore.
- 30
3. Foo Stie Wah (m.w.) the Plaintiff in the Consolidated Action is entitled to an equal share in the property known as No.56 Mount Sinai Drive, Singapore.
4. The Defendant's Counterclaim in Consolidated Suits 3744 and 3999 of 1976 be and is hereby dismissed.
5. Foo Stie Wah (m.w.) the Defendant in Suit No.637 of 1977 is entitled to an equal share in the property known as No.2 Grove Lane, Singapore.
- 40
6. Foo Stie Wah (m.w.) the Defendant in Suit No. 637 of 1977 is entitled to an equal share in the property known as No.19 Jalan Mariam, Singapore.
7. The costs of Suit Nos. 3744 and 3999 of 1976 including the costs of the Counterclaim be paid by the Defendant to the Plaintiff and the costs of the Consolidated Suit and Counterclaim be paid by the Defendant to the Plaintiff from the date of consolidation.

No.27  
Formal  
Judgment  
27th November  
1980

(continued)



In the High Court of the Republic of Singapore

No.27  
Formal Judgment  
27th November 1980

(continued)

8. The claim by the Plaintiff Neo Tai Kim in Suit No.637 of 1977 be dismissed with costs.
9. The parties be at liberty to apply.

Sgd. Ng Peng Hong  
Asst. Registrar

Entered this 9th day of January, 1981 in Volume 228 Page 42 at 3.10 p.m.

No.28  
Supplementary Judgment  
29th January 1981

No. 28  
SUPPLEMENTARY JUDGMENT

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IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Consolidated pursuant to Order of Court dated the 17th day of March, 1978

SUIT NO: 3744 of 1976 BETWEEN  
FOO STIE WAH(m.w.) Plaintiff  
AND  
NEO TAI KIM Defendant

SUIT NO: 3999 of 1976 BETWEEN  
FOO STIE WAH(m.w.) Plaintiff  
AND  
NEO TAI KIM Defendant

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SUIT NO: 637 of 1977 BETWEEN  
NEO TAI KIM Plaintiff  
AND  
FOO STIE WAH(m.w.) Defendant

SUPPLEMENTARY JUDGMENT

Supplemental to the Order of Court made on the 9th day of January, 1981 and in pursuance of the judgment dated the 27th day of November, 1980 THIS COURT DOTH ADJUDGE THAT Foo Stie Wah (m.w.) the Plaintiff is solely entitled to the property known as 44 One Tree Hill, Singapore and that the Plaintiff is entitled to an equal share with the Defendant in the property known as No.36 Belmont Road, Singapore AND THIS COURT DOTH FURTHER ORDER THAT :-

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- 10
1. The Defendant do pay forthwith to the Chung Khiaw Bank Limited all sums due by way of principal and interest advanced to the Defendant for his personal use in connection with his business the Shamrock Hotel and which are secured by a Mortgage executed by the Plaintiff as surety at the Defendant's request on the property known as No.44 One Tree Hill, Singapore.
  
  2. The Defendant do pay forthwith to the Malayan Banking Berhad all sums due by way of principal and interest advanced by the said Malayan Banking Berhad to the Defendant for his personal use and secured by a Mortgage executed by the Plaintiff as surety at the Defendant's request on the property known as No.36 Belmont Road, Singapore.
  
  - 20 3. The parties be at liberty to apply.

In the High Court of the Republic of Singapore

No.28  
Supplementary Judgment  
29th January 1981

(continued)

ASST. REGISTRAR

Entered this 29th day of January, 1981  
in Volume 228 Page 132 at 2.15 p.m.

In the Court  
of Appeal  
in Singapore

No. 29

NOTICE OF APPEAL

No.29  
Notice of  
Appeal  
19th December  
1980

IN THE COURT OF APPEAL IN SINGAPORE

CIVIL APPEAL NO: 109 OF 1980

Between

Neo Tai Kim Appellant

And

Foo Stie Wah (m.w.) Respondent

In the matter of Consolidated Suit No.3999  
of 1976 and Suit No. 3744 of 1976

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Between

Foo Stie Wah (m.w.) Plaintiff

And

Neo Tai Kim Defendant

And in the matter of Consolidated Suit  
No. 637 of 1977

Between

Neo Tai Kim Plaintiff

And

Foo Stie Wah (m.w.) Defendant

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NOTICE OF APPEAL

Take Notice that Neo Tai Kim, being  
dissatisfied with the decision of the Honour-  
able Mr. Justice F.A.Chua given at Singapore  
on the 27th day of November 1980, appeals to  
the Court of Appeal against the whole of the  
said decision.

Dated the 19th day of December 1980

Sgd. Murphy & Dunbar  
Solicitors for the Appellant

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To: The Registrar  
Supreme Court,  
Singapore.

And to:

Mr. L.A.J.Smith,  
Solicitors for the Respondent,  
Singapore.



In the Court  
of Appeal  
in Singapore

No.30  
Petition  
of Appeal  
19th March  
1981

(continued)

- (b) An account of all receipts and payments, dealings and transactions of the business of Skillets carried out by the Defendant/Appellant from the 1st day of June 1974 to the date of judgment.
2. And from a claim made by the Respondent in Suit No.3999 of 1976 against the Appellant wherein she claimed :-
- (1) (a) A declaration that the Plaintiff/Respondent was entitled to be discharged and exonerated from all liabilities under the mortgage deed dated the 15th day of March 1972 whereby the Plaintiff/Respondent agreed with the Chung Khiaw Bank Limited to guarantee the Defendant's/Appellant's account with the said bank at its Selegie Road Branch by payment by the Defendant/Appellant to the said bank of the sum of \$78,885-65 as may be due to the said bank on the 29th day of September 1976 when the bank received due notice of the termination of the guarantee together with such interest as may be or become due until the date of payment; 10 20
- (b) An order that the Defendant/Appellant do pay forthwith to the Chung Khiaw Bank Limited such sum and interest as aforesaid and obtain the reconveyance of the said property known as No.44 One Tree Hill, Singapore and take any other steps necessary for such discharge and exoneration as aforesaid; 30
- (2) (a) A declaration that the Plaintiff/Respondent was entitled to be discharged and exonerated from all liabilities under the mortgage deed dated the 25th day of February 1974 whereby the Plaintiff/Respondent agreed with Malayan Banking Berhad to guarantee the Defendant's/Appellant's account with the said bank at its Geylang Branch by payment by the Defendant/Appellant to the said bank of the sum of \$206,554-08 as may be due to the said bank on the 29th day of September 1976 when the bank received the notice of the termination of the guarantee together with such 40 50

interest as may be or become due until the date of payment;

In the Court  
of Appeal  
in Singapore

- (b) An order that the Defendant/Appellant do pay forthwith to Malayan Banking Berhad such sum and interest as aforesaid and obtain the reconveyance of the property known as No.36 Belmont Road and take any other steps necessary for such discharge and exoneration as aforesaid.

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Petition  
of Appeal  
19th March  
1981

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(continued)

3. And from the claim made by the Appellant, the husband of the Respondent, in Suit No.637 of 1977 wherein the Appellant claimed :-

- (a) A declaration that the said properties described in the Schedule hereto attached (in the Statement of Claim) which were registered in the name of the Defendant/Respondent were held by her in trust for the Plaintiff/Appellant absolutely;

20

- (b) An order that upon redemption of the mortgages in writing dated the 25th day of May 1972 (as varied by the Instrument of Variation of Mortgage dated the 9th day of July 1976) and the 28th day of December 1973 created in favour of United Overseas Finance Limited and Malayan Banking Berhad respectively the Defendant/Respondent do transfer the said properties to the Plaintiff/Appellant as he may direct;

30

- (c) Appointment of managers and receivers.

4. Suits Nos. 3744 of 1976 and 3999 of 1976 were consolidated and Suit No. 637 of 1977 was ordered to be heard by the learned trial Judge immediately after the consolidated actions. At the hearing of the consolidated actions it was agreed that the evidence led in the consolidated actions be used in Suit No.637 of 1977.

40

5. On the application of the Respondent on the 4th day of March 1977 in Suit No.3999 of 1976, it was ordered that judgment be entered for the Respondent against the Appellant in terms of prayers 2(1)(a) and (b) and 2(2)(a) and (b) above referred to and the Respondent was granted leave to defend the balance of the claim.

6. By his Judgment dated the 27th day of November 1980 the learned trial Judge found that :-

In the Court  
of Appeal  
in Singapore

No.30  
Petition  
of Appeal  
19th March  
1981

(continued)

- (1) In respect of No.42 Mount Sinai Avenue and No.56 Mount Sinai Drive (hereinafter referred to as "the Mount Sinai properties") which were purchased in the name of the Respondent, the Respondent was entitled to an equal share in the Mount Sinai properties;
  - (2) It was the intention of the parties at the time when No.44 One Tree Hill was purchased in the name of the Respondent that the house was to be purchased for the Respondent as the matrimonial home and that it was not held by the Respondent in trust for the Appellant and that it is therefore the property of the Respondent; 10
  - (3) In respect of No.2 Grove Lane, No.19 Jalan Mariam and No.36 Belmont Road purchased in the Respondent's name, that the Respondent was entitled to an equal share in the said properties; 20
  - (4) In respect of Skillets Coffee-house purchased in the Respondent's name that the Respondent was the sole owner of Skillets;
  - (5) In respect of the Emerald Room and Shindig Club the Respondent was entitled to an equal share in the profits of the Emerald Room and Shindig Club as the learned trial Judge found that the Respondent ran the whole business for the Respondent, her husband. 30
7. Your Petitioner is dissatisfied with the said Judgment on the grounds following :-
- (1) In respect of No.44 One Tree Hill :-
    - (a) The learned trial Judge erred in law in considering the doctrine of presumption of advancement when the Respondent never pleaded it nor relied on it to prove that the property purchased in her name was in fact hers; 40
    - (b) The learned trial Judge erred in law, when having disbelieved that the Respondent had bought the property out of her own savings which was her (the Respondent's) case, failed to hold that there was sufficient evidence which was unchallenged to show that the conduct of the Appellant was consistent only with his having purchased

the properties and having put them into the Respondent's name with a trust in favour of the Respondent;

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(c) The learned trial Judge erred in law in finding that it was the intention of the parties at the time of the purchase that the said house was purchased for the Respondent as the matrimonial home. The Respondent in her pleadings and in her evidence rested her case on the fact that she bought the said house out of her savings which fact the learned trial Judge rejected. It was never the Respondent's case as set out in her pleadings or relied on in her evidence that the said house was bought for her as the matrimonial home.

(continued)

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(2) The learned trial Judge erred in fact and in law in accepting "the evidence of the Plaintiff (Respondent) that she handed cash to the Defendant (Appellant) out of the funds of the Emerald Room as evidenced by the chits in Bundle G."

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(3) The learned trial Judge failed to appreciate that by such acceptance he was making a finding against the balance of probabilities in that :-

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(a) On chits 1189 and 1187 dated 13.7.70, 9.8.70 and 20.9.70 for the sums of \$18,800, \$20,000 and £30,000 respectively the Respondent had written "No.2" and in her evidence explained that "No.2" referred to No.2 Grove Lane whereas the evidence of DW2, Joseph Yeo, a Clerical Officer in the Property Tax Division was to the effect that "before April 1972, no one, not even the developer would know that No.2 would be allotted to this particular house", and the evidence of DW6, Yong Choo Hin, was that before the 5th of May 1972 no one in the office of Kris Investment (Pte) Ltd. knew that Lot 121 would be given the number No.2 Grove Lane;

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(b) The learned trial Judge should have held that on the evidence those 3 chits were clearly fabricated.



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(continued)

- (4) The learned trial Judge failed to appreciate that when the Respondent gave evidence that when she went to England in February or March 1973 she had alleged that for the months of February and March 1973 she had personally paid money to the Appellant as evidenced by entries in chits at G1142, G1139 and G1133.
- (5) The learned trial Judge ought to have found on such evidence that these entries were also fabricated. 10
- (6) The learned trial Judge failed to appreciate that up to the Respondent's quarrel with the Appellant in April 1974 there was no reason for the Respondent to be suspicious of the Appellant and that it was against the balance of probabilities that the Respondent would have kept such chits for so many years. 20
- (7) The learned trial Judge failed to appreciate the significance of the correspondence which disclosed that the Respondent either herself or through others sought in 1977 to obtain the exact date when payments were made in respect of the various properties from various banks and developers.
- (8) The learned trial Judge ought to have inferred from the answers to these requests that the Respondent was thus enabled to manufacture the chits with direct reference to the payments disclosed from the answers she received. 30
- (9) The learned trial Judge ought therefore to have disbelieved the Respondent so far as payments made by her to the Appellant and evidenced by the chits were concerned and consequentially ought to have accepted the evidence of the Appellant with regard to the payment for the properties. 40
- (10) The learned trial Judge failed to appreciate with regard to the chits that the Respondent had only entered information with regard to payments for the houses on the chits disregarding information concerning far larger payments allegedly paid to the Appellant in respect of other matters which were not disclosed. 50

- 10 (11) The learned trial Judge erred in fact and in law in finding that "the money for commencing the business (of Skillets) was paid out of the business of the Emerald Room and from the savings of the Plaintiff (Respondent)." The learned trial Judge had already found in respect of One Tree Hill that the Respondent had not enough savings from her sideline business to purchase One Tree Hill and had disbelieved her in all her statements with regard to purchasing properties from her savings. The learned trial Judge ought to have found that the Respondent did not have enough savings from her sideline business or elsewhere to have assisted in providing money for the commencement of the business out of her savings.
- 20
- (12) The learned trial Judge should have found that the money for commencing the business in Skillets came entirely from the Emerald Room and that therefore the Appellant was entitled to half the business of Skillets.
- 30 (13) The learned trial Judge in accepting the evidence of the Plaintiff/Respondent failed to appreciate or appreciate sufficiently the unlikelihood or inconsistencies of the Respondent's evidence of which the following are examples, inter alia :-
- (a) With reference to the University canteen where there were 700 to 800 students although not all would have their food in the canteen, she said -
- 40 "I just bought 10 katis of meat, 10 katis of fish and prawns; I bought vegetables."
- (b) In evidence-in-chief the Respondent said that once in a while the Appellant -
- "came to the airport staff canteen and remained there for one or two minutes"
- whereas later in cross-examination she said that the Appellant came almost everyday sometimes to collect money,

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(continued)

sometimes to have food and see the staff and inferred that he was there for an appreciable period of time both in the morning and in the afternoon.

- (c) In evidence-in-chief with regard to the new wing at the Airport International Restaurant she said -

"At the new wing I used to go to the restaurant at 6 or 7 a.m. and stayed there until the afternoon 3 or 4, then I went home or went to buy things; if I went home I would go back to the airport at 6 or 7 p.m. and would stay there till 11 p.m. and if there were not many customers I would (take) a short sleep of half to one hour and then I would help in the nightclub up to 3 a.m."

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So far as Skillets were concerned -

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"I worked at the Skillets from 1st September, 1971 till 26th May 1974, every day. I also worked at the Emerald Room during the same period. In the morning between 6 and 8 I went to the Skillets until 10 a.m. when I left for Emerald Room and I stayed there until 3 p.m. and I returned to the Skillets until 6 p.m. and then went home. I rested; at 7 p.m. I went to the Emerald Room, when there was the nightclub I worked till the close of the nightclub at 3 a.m. and if there was transport I would go back to the Skillets for a while. "

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The learned trial Judge should have regarded the Respondent's evidence of her running the businesses with scepticism based on such and other parts of the Respondent's evidence.

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- (d) The REspondent's evidence generally was to the effect that she kept in a drawer at her home very large sums of money in cash. The learned trial Judge ought to have held that any ordinary businesswoman would have deposited the money in a bank.
- (e) IN examination-in-chief the Respondent

stated that from the date of the opening of Skillets she paid -

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"Out of the business all the wages of the staff and all the food bills and so on. There was still money left at the end of the month sometimes no money left."

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In cross-examination she stated -

(continued)

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"Within the first 45 days of the opening (of Skillets) the defendant (Appellant) told me not to make payments for goods; the gross takings were about \$70,000 to \$80,000 a month and wages were low so I had the \$75,000."

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(f) That between January 1970 and April 1974 the Appellant allegedly took in cash from her, the Respondent, from the proceeds of the Emerald Room, the sum of \$682,000 (Bundle G). Additionally, from Bundle I, being a bundle showing the amount of money paid into the bank by way of cheques and cash from the Emerald Room during the same period, the sum of \$3,071,000 was paid. In other words, a nett sum of \$3,753,000 was received by way of proceeds from the Emerald Room in 4 years 4 months exclusive of staff salary and yet in her evidence-in-chief the Respondent stated -

30

40

"When the account of the restaurant (Emerald Room) with the bank was low then the defendant (the Appellant) would get some money from the cashier and the cashier would prepare the chit to the effect that so much money was advanced to Mr. Neo (the Appellant) to be banked."

Despite the fact that the Respondent must have retained very large sums of money in order to let the Appellant have the large sums of cash which the Respondent claims she gave him, the Respondent in cross-examination stated that she took -

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"small sums to meet my urgent need. I took money from the cashier only once in a while. Moreover I took it for household expenses. "

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(continued)

- (g) The Respondent in her pleadings at paragraph 2 of her Statement of Claim in Suit No.3744 of 1976 stated that she personally invested the necessary capital. In cross-examination she admitted that the deposit for the 3 months rent came from the business of the Emerald Room and that the estimated cost of renovation, namely, the sum of \$200,000 was also obtained from the Emerald Room business as was some of the payment for the crockery. 10
- (h) Despite the amounts paid into the banks, the Respondent stated that she had not seen any paying-in slips nor did she know into which bank account the money was paid. Further from her evidence it was clear that she did not know what bank accounts were kept. 20
- (i) The Respondent could not even remember the name of the nightclub at the Emerald Room, the Shindig, and had to be prompted as to the name by the learned trial Judge.
- (j) From the correspondence contained in Bundle E it is clear that the Respondent neither knew the banks at which her savings accounts were kept nor the banks to which the properties were mortgaged nor the amounts of the loan nor the instalments by which the amounts were paid off. It therefore follows that she could not have been in charge of the businesses as found by the learned trial Judge if she failed to know such an essential part of her business. 30  
40

8. Your Petitioner prays that such Judgment may be reversed or that this Honourable Court may make such other order as it deems fit and proper.

Dated the 19th day of March 1981

Sgd. Murphy & Dunbar  
Solicitors for the Appellant

To: The Registrar,                      And to: The Respondent and  
Supreme Court,                              her Solicitor,  
Singapore.                                      L.A.J.Smith, Esq.      50  
Singapore

No. 31

In the Court  
of Appeal  
in Singapore

AMENDED RESPONDENT'S  
NOTICE

No.31  
Amended  
Respondent's  
Notice  
17th August  
1981

IN THE COURT OF APPEAL IN SINGAPORE

CIVIL APPEAL NO: 109 OF 1980

BETWEEN

NEO TAI KIM Appellant

AND

FOO STIE WAH (m.w.) Respondent

10 (IN THE MATTER OF CONSOLIDATED SUIT NO:  
3999 OF 1976 and SUIT NO: 3744 OF 1976

BETWEEN

FOO STIE WAH (m.w.) Plaintiff

AND

NEO TAI KIM Defendant

AND IN THE MATTER CONSOLIDATED SUIT NO: 637  
OF 1977

BETWEEN

NEO TAI KIM Plaintiff

20 AND

FOO STIE WAH (m.w.) Defendant

AMENDED RESPONDENT'S NOTICE

TAKE NOTICE THAT, on the hearing of the  
above appeal, the Respondent abovenamed, will  
contend that the decision of the Honourable  
Mr. Justice F.A. Chua given on the 27th day of  
November, 1980 ought to be varied and on the  
grounds hereinafter set out :-

30 1. That the Learned Judge should have held  
that the properties known as No.42, Mount Sinai  
Avenue, No.56, Mount Sinai Drive, No.2 Grove Lane,  
No.36 Belmont Road and No.19 Jalan Mariam belonged  
to the Respondent absolutely as the Appellant  
failed to prove as pleaded that the said

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properties were bought out of his own separate funds and in addition that there were no circumstances in the evidence giving rise to a resulting implied or constructive trust in his sole favour and that in any event should have applied the maxim omnia praecumuntur contra spoliatores in view of his finding that the document D1 was fabricated by the Appellant and Wee Kia Lok to provide evidence of a trust.

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(continued)

2. The burden of proof was on the Appellant to satisfy the Court that the consequences of the legal title to the properties listed in the Notice should not follow in each case according to law.

3. The findings of fact of the Learned Judge are inconsistent with the Appellant's claim that there was a trust in his favour or at all.

4. In light of the Appellant's evidence that the legal title of the properties was vested in the Respondent so as to protect them from his creditors the Appellant is stopped from contending that both the legal and beneficial interest were other than the Respondent. The Respondent will rely inter alia on the cases of Gascoigne v. Gascoigne (1918) 1 KB 223; Tinker v. Tinker (1970) 1 A.E.R. 540 and Re: Cummings (1971) 3 W.L.R. 580.

5. The presumption advancement was sufficient to defeat the Appellant's contention (which the Trial Judge rejected) that he had contributed to the purchase price of the said properties.

~~-Dated this 2nd day of April, 1981~~

Re-dated this 17th day of August, 1981

Sgd. L.A.J. Smith  
SOLICITOR FOR THE RESPONDENT

TO: The Registrar, Supreme Court, Singapore;  
and to  
Messrs. Murphy & Dunbar, Solicitors for  
the Appellant.

The address for service of the Respondent is:  
L.A.J. SMITH, Advocate & Solicitor, Suites 1508  
& 1509, 15th floor, Straits Trading Building,  
9 Battery Road, Singapore, 0104.

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GROUNDS OF JUDGMENT

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in Singapore

IN THE COURT OF APPEAL IN SINGAPORE

Civil Appeal No. 109 of 1980

No.32  
Grounds of  
Judgment  
17th September  
1981

Between

Neo Tai Kim                      Appellant

And

Foo Stie Wah (m.w.)              Respondent

10      In the matter of Consolidated Suit No.3999  
of 1976 and Suit No. 3744 of 1976

Between

Foo Stie Wah (m.w.)              Plaintiff

And

Neo Tai Kim                      Defendant

And in the matter of Consolidated Suit No.637  
of 1977

Between

Neo Tai Kim                      Plaintiff

And

20      Foo Stie Wah (m.w.)              Defendant

Coram:    Wee C.J.  
              Kulasekaram J.  
              A.P. Rajah J.

J U D G M E N T

30      This appeal by the Appellant and cross-  
              appeal by the Respondent arises from certain orders  
              relating to property rights inter se made by  
              Chua J. in Consolidated Suits Nos. 3744 of 1976  
              and 3999 of 1976 and in Suit No. 637 of 1977  
              ordered to be heard by the same trial Judge  
              immediately after the hearing of the consolidated  
              suits. At the hearing of the consolidated suits  
              the parties agreed that the evidence led therein  
              be used in Suit No.637 of 1977. At the time of



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(continued)

the trial the Appellant and the Respondent were husband and wife respectively they having been married in 1954 according to Chinese customary rites.

Suit No.3744 of 1976 - In this suit the Respondent, who was the Plaintiff therein, averred that (1) she was the registered sole proprietor of a restaurant business situate at No. G27, Supreme House, Penang Road, Singapore (the premises) and known as Skillets and (2) she was entitled to possession of the premises as Lessee by a Lease dated 12th September 1974 made between the owners of the premises and herself. She further averred that the Asia Commercial Banking Corporation Limited had allowed Skillets overdraft facilities up to a limit of \$100,000/- on the security of her two properties known as 42 Mount Sinai Avenue and 56 Mount Sinai Drive, Singapore. Her claim against the Appellant, who was the Defendant in the suit, was for possession of the premises together with all the equipment, furniture and fittings therein and for an account of all receipts and payments dealings and transactions carried out by the Appellant from the 1st day of June 1974 to date of judgment. 10 20

In his Amended Defence and Counter-claim the Appellant contended that he was at all material times the true owner of Skillets and that it was registered in the Respondent's name as his nominee and that by reason thereof the Respondent was holding Skillets in trust for him and counterclaimed that Skillets, registered in the Registry of Business Names in the name of the Respondent, was held by her as his trustee and nominee for his benefit absolutely. He further averred that he was the true owner of the aforementioned two properties and that all payments for their purchase including all outgoings were made by him out of his funds and sought a declaration that these two properties registered in her name were held by her in trust for him absolutely. 30 40

In her Reply to the Amended Defence and Counterclaim the Respondent, inter alia, denied that the Appellant had invested any capital in Skillets and denied that the payments for the purchase of the aforementioned properties were made by the Appellant out of his own funds. 50

Suit No.3999 of 1976 - IN this suit the

Respondent, the Plaintiff therein, pleaded that she had mortgaged her two pieces of immovable property known as No.44 One Tree Hill and No.36 Belmont Road to the Chung Khiaw Bank Limited and Malayan Banking Berhad respectively to secure the overdraft account of the Appellant, the Defendant therein, with the two banks. She claimed for two declarations that she was entitled to be discharged and exonerated from all liabilities under the two mortgage deeds dated respectively 15th March 1972 and 25th February 1974 and for orders that the Appellant (1) do pay forthwith to the two banks all moneys due and owing to them and (2) do obtain reconveyances of the said two properties.

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The Appellant in his Amended Defence and Counterclaim pleaded that all payments for the purchase of the said two properties including all outgoing expenses were made by him out of his own funds and counterclaimed for a declaration that the said two properties which were registered in the name of the Respondent were held by her in trust for him. On an application by the Respondent under Order 14 Rule 3 judgment was entered on the 4th March 1977 for the Respondent on her claim for the two declarations, leave being given to the Respondent to defend the balance of the claim. In her Reply to the Amended Defence and Counterclaim the Respondent averred that (1) the funds used to purchase 44 One Tree Hill were her own funds and (2) the funds used to purchase 36 Belmont Road were funds generated from a business known as Emerald Room in which she worked full time as a working wife and the house which was bought from the funds so provided was meant and intended to be for her sole beneficial use.

Suit No.637 of 1977 - In this suit the Appellant, the Plaintiff therein, claimed against the Respondent, the Defendant therein, for a declaration that houses Nos. 19 Jalan Mariam, Singapore and 2 Grove Lane, Singapore registered in the Respondent's name were held by her in trust for him absolutely. In her Defence the Respondent pleaded that she and the Appellant, her husband, had for several years carried on business as restauranteurs together and that these two properties among others, were by agreement between the Appellant and herself bought out of the funds of such business for her sole beneficial use.

It is quite clear from the Record of Appeal that both parties led evidence and presented their cases well outside the limits of their

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(continued)

pleadings without objection from either side. It therefore lies ill in the mouth of the Appellant for him to say in his grounds of appeal that "the learned trial Judge erred in law in considering the doctrine of presumption of advancement when the Respondent never pleaded it nor relied on it to prove that the property purchased (44 One Tree Hill) in her name was in fact hers" and again that "The Respondent in her pleadings and in her evidence rested her case on the fact that she bought the said house (44 One Tree Hill) out of her savings which fact the learned trial Judge rejected. It was never the Respondent's case as set out in her pleadings or relied on in her evidence that the said house was bought for her as the matrimonial home". In this situation we are not surprised that the trial Judge based his findings on the evidence as presented in Court and gave his judgment on the submissions made to him by counsel. We therefore propose to deal with this appeal on the basis of the evidence presented in the trial Court and on the submissions made by counsel to the trial Judge.

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At the end of the trial the issues before the learned trial Judge were, in our view, as follows :-

- A. On the evidence before the trial Court and in accordance with equitable principles relating to trusts who was or were the beneficial owner or owners of No.44 One Tree Hill (Suit 3999 of 1976), the matrimonial home of the Respondent, the legal estate therein being vested in the Respondent. 30
- B. On the evidence before the trial Court and in accordance with equitable principles relating to trusts and according to the law of partnership who was or were the beneficial owner or owners of (i) No.36 Belmont Road (Suit 3999 of 1976) (ii) 42 Mount Sinai Avenue (Suit 3744 of 1976) (iii) 56 Mount Sinai Drive (Suit 3744 of 1976) (iv) No.2 Grove Lane (Suit 637 of 1977) and (v) 19 Jalan Mariam (Suit 637 of 1977). 40
- C. On the evidence before the trial Court and in accordance with equitable principles relating to trusts who is or are the owner or owners of the 50

business known as Skillets Coffee House together with all the equipment, furniture and fittings therein.

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Issue A - 44 One Tree Hill - The learned trial Judge rejected the Respondent's contention that she had paid for the property and found that the probabilities were that the house was paid for out of funds of the International Airport Restaurant and Emerald Room, two restaurant businesses which stood in the name of the Appellant.

(continued)

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He also found that the intention of the parties at the date of the purchase of the property (31st July 1963) in the name of the Respondent was to purchase it for her as the matrimonial home. In this context it is relevant to note that long before the date of purchase of this property the Appellant had taken unto himself a second wife in 1954 and had established a matrimonial home for her. Finally he found that No.44 One Tree Hill was not held by the Respondent in trust for the Appellant and that it was her property.

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The Appellant now appeals against these findings. On the evidence before the learned trial Judge we are of the view that he did not err in law in so finding. It is well settled that when a person purchases property and pays for it out of his own funds but puts it in the name of another then there is a resulting trust in favour of the purchaser that is to say he retains the beneficial interest unless at the time of the purchase there was a common intention between the parties that the beneficial interest in the property was to be for the person in whose name the purchase was taken, in which case such a person would become the absolute owner of the property, both the legal and beneficial ownership being vested in him.

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It is also well settled that if the parties are husband and wife and the husband is the provider of the funds for the purchase of the property and puts it in the name of his wife a resulting trust in favour of the husband does not arise as the doctrine of the presumption of advancement comes into play on behalf of the wife to negative the resulting trust in favour of the husband. In other words in such a case the wife gets a full title in the property, that is to say, she is both the legal as well as the beneficial owner of the property. However it is also settled law that the doctrine of presumption of advancement is a rebuttable presumption and can be rebutted if the husband can show that, at the time of the

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transaction there was, as between them, a common intention that it was to be otherwise. The onus of so showing is on the husband, as the person seeking to negate the presumption of advancement in favour of the wife.

In the instant case, therefore, it is for the Appellant husband to show that at the time of the transaction there was a common intention as between husband and wife to negate beneficial ownership to the Respondent wife. Common intention may be proved by the acts and declarations of the parties before or at or immediately after the time of purchase, constituting part of the same transaction but subsequent declarations are admissible as evidence only against the party who made them and not in his favour (*Shephard v. Cartwright* (1955 A.C.431)). The Appellant sought to prove common intention of beneficial ownership to be in himself in two ways, namely, one by direct contemporaneous evidence of common intention as to beneficial ownership when he said in evidence, "I also told her (Respondent) I intended to put her name as the buyer and the money would be paid by me and she agreed. I told her I paid for the house and I was the owner of the house; she agreed." and the other by a document alleged to have been executed by the Respondent on the 12th September 1973 (Ex. D1) which was some ten years after the purchase of the property, declaring that she was a nominee and trustee for the Appellant in respect of (a) 44 One Tree Hill (b) 42 Mount Sinai Avenue (c) 56 Mount Sinai Drive (d) 2 Grove Lane (e) 36 Belmont Road (f) 19 Jalan Mariam and (g) the coffee-house business known as "Skillets". The learned trial Judge rejected by implication the direct contemporaneous evidence when he found that the intention of the parties at that time was to purchase this house for the plaintiff (Respondent) as the matrimonial home." The same kind of evidence by the Appellant in respect of 42 Mount Sinai Avenue, 56 Mount Sinai Road, 2 Grove Lane, 19 Jalan Mariam and 36 Belmont Road was also rejected by the learned trial Judge (498 and 500E of the REcord of Appeal) as something which never did take place. The learned trial Judge also rejected Ex.D1 as rebuttal evidence when he found "that Ex.D1 was not executed by the Plaintiff (Respondent)" (Page 487E of the Record of Appeal). As these vital pieces of evidence for the Appellant were rejected by the learned trial Judge, in our view rightly so,

we are of the view that the Appellant had not rebutted the presumption of advancement in favour of the Respondent wife. His claim to beneficial ownership in 49 (sic) One Tree Hill must therefore fail and the learned trial Judge's finding "that No.44 One Tree Hill is not held by the Plaintiff (Respondent) in trust for the Defendant (Appellant) and that it is her property" (Page 497A of the Record of Appeal) should not be disturbed. On this issue we were referred to the cases of Pettitt v. Pettitt (1969) 2 A.E.R. 385, Gissing v. Gissing (1970) 2 A.E.R. 780 and Cowcher v. Cowcher (1972) 1 A.E.R. 943, which we have considered.

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(continued)

Issue B - the remaining five properties namely (1) 42 Mount Sinai Avenue and 56 Mount Sinai Drive; (2) 2 Grove Lane, 19 Jalan Mariam and 36 Belmont Road.

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(1) 42 Mount Sinai Avenue (Suit 3744 of 1976)  
56 Mount Sinai Drive (Suit 3744 of 1976)

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The learned trial Judge rejected the Respondent's claim that she paid for these properties out of her funds. He also did not accept the Appellant's evidence that he had a verbal conversation with the Respondent saying that these two properties were for the Appellant (Page 498E of Record of Appeal), and went on to say that "The probabilities are that the instalments for these properties were paid out of the funds of the International Airport Restaurant and the Emerald Room and from the rents collected. The plaintiff (Respondent) was virtually a partner in the business of the International Airport Restaurant and the Emerald Room and was entitled to an equal share in the profits of these two businesses. I find that the plaintiff (Respondent) is entitled to an equal share in these two properties." (Page 499A-C of the Record of Appeal). On the finding that the Respondent is entitled to an equal share in the profits of the International Airport Restaurant and the Emerald Room there is no appeal by the Appellant or cross-appeal by the Respondent. Counsel for the Appellant did not seek to vary the learned trial Judge's finding that the Respondent is entitled to an equal share in these two businesses nor did he seek to vary the finding as to the equal ownership in these two properties. However, on that part of the Judgment with regard to the equal ownership in these two immovable properties the

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Respondent has cross-appealed on the ground that on the evidence and the law the learned Judge should have held that those two properties belonged absolutely to her.

It was on the authority of Nixon v. Nixon (1969) 1 W.L.R. 1676 @ 1679 (Lord Denning M.R.) and Cummins v. Thompson & others (1971) 3 W.L.R. 580 @ 584 (Lord Denning M.R.) that the learned trial Judge found that the Appellant and Respondent were equal partners in the two businesses of the International Airport Restaurant and the Emerald Room. There has been no appeal on this finding by either side. Those two immovable properties, having been bought out of the partnership assets of the two businesses, are partnership property and as the Appellant and Respondent are equal partners in these two businesses these two immovable properties are theirs in equal shares. There is no acceptable evidence either way that at the time of the purchase of these two immovable properties that the whole of the beneficial interest in these two properties should be exclusively with one or the other of the two partners. As the Appellant and Respondent were partners in businesses run by them jointly we are of the opinion that the presumption of advancement is rebutted and the parties herein are tenants-in-common in equal shares of the two abovenamed immovable properties. In the circumstances we see no reason to disturb the findings of the learned trial Judge on these two properties.

(2) 2 Grove Lane (Suit 637 of 1977)  
19 Jalan Mariam (Suit 637 of 1977)  
36 Belmont Road (Suit 3999 of 1976)

IN his judgment on these three immovable properties the learned trial Judge has this to say: "The Plaintiff (Respondent) has satisfied me that the funds for the purchase of these properties came from the Emerald Room. I find that there was no verbal trust as alleged by the defendant (Appellant) and that the plaintiff (Respondent) is entitled to an equal share in these properties" (Page 500 D & E of the Record of Appeal). Here again counsel for the Appellant did not seek to vary this part of the judgment. However, here again, the Respondent has cross-appealed on that part of the judgment with regard to the equal ownership in these three immovable properties on the ground that on the evidence

and on the law the learned Judge should have held that these three immovable properties belonged absolutely to the Respondent. Again there is no acceptable evidence either way that at the time of the purchase of these three properties the whole of the beneficial interest in these three immovable properties should be exclusively with one or other of the two partners. As the Appellant and Respondent were partners in the two businesses run by them jointly we are of the opinion that the presumption of advancement is rebutted and the parties herein are tenants-in-common in equal shares of the three abovenamed immovable properties. In the circumstances, we see no reason to disturb the finding of the learned trial Judge on these three immovable properties.

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(continued)

Issue C - Skillets - On this the learned trial Judge found that both husband (Appellant) and wife (Respondent) had been in business together. She wanted a coffee house business of her own and he agreed to that and by this finding the learned trial Judge rejected the Appellant's evidence that he had told her that, as the limited liability company, which was to take over the business had not been formed the business would in the meantime be registered in her name but the business would belong to him and she agreed (Page 293E of the Record of Appeal). It is to be noted that the Appellant had repeated this kind of evidence in parrot fashion in connection with the purchase of all the six immovable properties. On the whole of the evidence before the Court the learned trial Judge was entitled to make the findings he did. However, it seems to us that on the question of who provided the money for commencing the business of the coffee house his finding, that it was paid out of the business of the Emerald Room and from the savings of the plaintiff (Respondent), is against the evidence. In our view the evidence before the trial court points to the Appellant having provided the monies for the commencement of the business out of his own funds. This then puts the Skillets issue in the same position as that of 44 One Tree Hill. Here the business had been registered in the Respondent's name and the lease of the premises had also been taken in the Respondent's name. There is therefore here the situation where by virtue of the doctrine of the presumption of advancement so far as Skillets is concerned, the Respondent is both its registered as well as beneficial owner and so far as the lease is



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concerned, the Respondent is both the legal as well as beneficial owner. If the Appellant is to succeed in his claim that he is the beneficial owner of Skillets and has the beneficial interest in the lease he must rebut the presumption of advancement by showing that the parties had the common intention that he should be the true owner of the coffee house business and beneficial owner of the lease. His evidence of a verbal conversation with the Respondent at the time of the registration of the business and his Exhibit D1 was rejected by the trial Judge. On the whole of the evidence there is no sufficient evidence to rebut the presumption of advancement. The finding of the learned trial Judge that the Respondent is the sole owner of Skillets must stand (Page 510E of the Record of Appeal).

10

At the hearing of the appeal counsel for the Respondent contended that as the Appellant's evidence was that he had put all the six properties in his wife's name to protect them from his creditors the Court should not allow the Appellant to set up his own fraudulent design as rebutting the presumption of advancement as he was seeking equitable relief. He cited the cases of Gascoigne v. Gascoigne (1918) 1 K.B. 223, Tinker v. Tinker (1970) 1 A.E.R. 540 and Re Cummings (1971) 3 W.L.R. 580. He cited the Appellant's evidence on pages 376E and 377A of the Record of Appeal in support of his contention. We set out below verbatim the evidence elicited in cross-examination of the Appellant relied on for this proposition by counsel:

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Q. Supposing you had bad luck in business and went bankrupt whose houses would they be?

A. If I went bankrupt the houses would still belong to me but in name it belongs to my wife. I agree they would not be available for my creditors. Should I become bankrupt I would sell these two houses (meaning 2 Grove Lane and 19 Jalan Mariam) and pay my creditors. (Page 376E).

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Q. No.44 One Tree Hill, same story. Same reason for putting it in my wife's name?

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A. Yes, the same reason for all the other

houses. Yes, none of them would  
be available to my creditors  
(Page 337A).

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10 We do not think that this kind of  
evidence, particularly when one considers  
the manner in which it was elicited by counsel  
in cross-examination, is at all helpful in  
determining the intention of the Appellant  
at the time of the various purchases. On  
the evidence we see no merit in this submission  
and reject it.

(continued)

In the circumstances both the appeal and  
cross-appeal are dismissed. Neither party  
having succeeded in his or her appeal there  
will be no order as to the costs of the appeal  
and the cross-appeal. Each party will bear  
his or her own costs.

Sd: WEE CHONG JIN  
CHIEF JUSTICE

20 J. KULASEKARAM  
JUDGE

Sgd: A.P. RAJAH  
JUDGE

Certified true copy  
Sd: Illegible

Private Secretary to Judge  
Court No.3  
Supreme Court, Singapore

Singapore, 17th September, 1981.

In the Court  
of Appeal  
in Singapore

No. 33

FORMAL JUDGMENT

No.33  
Formal  
Judgment  
13th October  
1981

IN THE COURT OF APPEAL IN SINGAPORE

CIVIL APPEAL NO: 109 OF 1980

BETWEEN

NEO TAI KIM Appellant

And

FOO STIE WAH (m.w.) Respondent

(IN THE MATTER OF CONSOLIDATED SUIT NO:  
3999 OF 1976 AND SUIT NO: 3744 OF 1976

10

BETWEEN

FOO STIE WAH (m.w.) Plaintiff

And

NEO TAI KIM Defendant

AND IN THE MATTER OF SUIT NO: 637 OF 1977

BETWEEN

NEO TAI KIM Plaintiff

AND

FOO STIE WAH (m.w.) Defendant)

CORAM: THE HONOURABLE THE CHIEF JUSTICE  
MR. JUSTICE WEE CHONG JIN:  
THE HONOURABLE MR. JUSTICE KULASEKARAM:  
THE HONOURABLE MR. JUSTICE A.P. RAJAH

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IN OPEN COURT

THE 17TH DAY OF SEPTEMBER, 1981

THIS APPEAL coming on for hearing on the  
17th, 18th and 19th days of August, 1981, in  
the presence of Mr. H.E.Cashin of Counsel for  
the Appellant and Mr. L.A.J. Smith of Counsel  
for the Respondent AND UPON READING the  
Record of Appeal AND UPON HEARING Counsel as  
aforesaid IT WAS ORDERED that this Appeal should  
stand for judgment and the same standing for  
judgment this day in the presence of Counsel

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for the Appellant and for the Respondent  
IT IS ORDERED THAT :

In the Court  
of Appeal  
in Singapore

1. The Appeal be and is hereby dismissed;
2. The Cross-Appeal be and is hereby dismissed;
3. There be No Order as to costs of the Appeal and Cross-Appeal;
4. Each party will bear his or her own costs.

No.33  
Formal  
Judgment  
13th October  
1981

(continued)

10 GIVEN under my hand and seal of the  
Court this 13th day of October, 1981.

Sd: Illegible

ASST. REGISTRAR

No. 34

NOTICE OF MOTION FOR  
LEAVE TO APPEAL TO  
PRIVY COUNCIL

No.34  
Notice of  
Motion for  
Leave to  
Appeal to  
Privy Council  
25th November  
1981

IN THE COURT OF APPEAL IN SINGAPORE

CIVIL APPEAL NO: 109 OF 1980

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Between:

Neo Tai Kim Appellant

And

Foo Stie Wah (m.w.) Respondent

In the matter of Consolidated Suit No.3999  
of 1976 and Suit No. 3744 of 1976

Between

Foo Stie Wah (m.w.) Plaintiff

And

Neo Tai Kim Defendant

30

And in the matter of Consolidated Suit No.637  
of 1977

Between

Neo Tai Kim Plaintiff

And

Foo Stie Wah (m.w.) Defendant

In the Court  
of Appeal  
in Singapore

No.34  
Notice of  
Motion for  
Leave to  
Appeal to  
Privy Council  
25th November  
1981

(continued)

NOTICE OF MOTION

Take notice that the Court will be moved on Monday the 11th day of January 1982 at 10.30 a.m. or so soon thereafter as counsel can be heard by Mr. Howard Edmund Cashin, counsel for the abovenamed Appellant for the following orders :-

1. That leave be given under Section 3(1)(a) of the Judicial Committee Act (Cap.8) to appeal to the Judicial Committee of Her Britannic Majesty's Privy Council against the whole of the Judgment of the Court of Appeal delivered herein at Singapore on the 17th day of September 1981; 10
2. That the time for the Appellant to prepare the index of proceedings pursuant to Order 58 rule 5(1) be extended to 6 weeks;
3. That the time for the Appellant to prepare and send to the Registrar the Record of Appeal pursuant to Order 58 rule 6(1) be extended to 3 months; and 20
4. Directions under Section 4(2) of the said Act.

Dated this 25th day of November, 1981.

Sd: Murphy & Dunbar  
Solicitors for the Appellant

The address for service of the Appellant is 1901 Hong Leong Building, Raffles Quay, Singapore 0104. 30

This Notice of Motion was taken out by Messrs. Murphy & Dunbar of 1901 Hong Leong Building, Raffles Quay, Singapore 0104, Solicitors for the abovenamed Appellant.

To: The abovenamed Respondent  
and to her solicitor  
L.A.J. Smith Esq.,  
Singapore.

No. 35

AFFIDAVIT OF NEO TAI KIM

In the Court  
of Appeal  
in Singapore

IN THE COURT OF APPEAL IN SINGAPORE

CIVIL APPEAL NO: 109 OF 1980

No.35  
Affidavit of  
Neo Tai Kim  
24th November  
1981

Between

Neo Tai Kim                      Appellant

And

Foo Stie Wah (m.w.)          Respondent

10      In the matter of Consolidated Suit No.3999  
of 1976 and Suit No. 3744 of 1976

Between

Foo Stie Wah (m.w.)          Plaintiff

And

Neo Tai Kim                      Defendant

And in the matter of Consolidated Suit No.  
637 of 1977

Between

Neo Tai Kim                      Plaintiff

And

20      Foo Stie Wah (m.w.)          Defendant

A F F I D A V I T

I, Neo Tai Kim, of 11 Dublin Road, Singapore,  
affirm and say as follows :-

1. I am the Appellant herein. On the 17th day  
of September 1981 the Court of Appeal in Singapore  
dismissed the appeal and cross-appeal herein  
making no order as to costs. I crave leave to  
refer to the said Judgment of the Court of Appeal.

30      2. I am desirous of appealing to the Judicial  
Committee of Her Britannic Majesty's Privy Council  
against the whole of the said Judgment and I am  
advised by my solicitors and verily believe that  
the said Judgment is a fit one for appeal.

In the Court  
of Appeal  
in Singapore

No.35  
Affidavit of  
Neo Tai Kim  
24th November  
1981

(continued)

3. The matter in dispute in the proposed appeal amounts to well in excess of the sum of \$5,000.

4. Order 58 rule 5(1) allows me 14 days in which to prepare the Index. As the exhibits in this appeal are voluminous I pray that this Honourable Court extends the time to 6 weeks. Similarly according to Order 58 rule 6(1) I am entitled to only 3 weeks within which to prepare the Record of Appeal and I similarly pray that this Honourable Court allows me 3 months.

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AFFIRMED at Singapore )  
this 24th day of ) Sd: Neo Tai Kim  
November 1981 )

Before me,

Sd: Yeow Chee Beng

Commissioner for Oaths

This Affidavit was filed on the 25th day of November 1981 on behalf of the Appellant.

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No 36

ORDER GRANTING LEAVE  
TO APPEAL TO THE JUDICIAL  
COMMITTEE OF THE PRIVY  
COUNCIL

In the Court  
of Appeal  
in Singapore

No.36  
Order granting  
Leave to Appeal  
to the Judicial  
Committee of  
the Privy  
Council

11th January  
1982

IN THE COURT OF APPEAL IN SINGAPORE

CIVIL APPEAL NO: 109 OF 1980

Between

Neo Tai Kim Appellant

And

Foo Stie Wah (m.w.) Respondent

10

In the matter of Consolidated Suit No.3999  
of 1976 and Suit No. 3744 of 1976

Between

Foo Stie Wah (m.w.) Plaintiff

And

Neo Tai Kim Defendant

And in the matter of Consolidated Suit No.637  
of 1977

20

Between

Neo Tai Kim Plaintiff

And

Foo Stie Wah (m.w.) Defendant

ORDER OF COURT

CORAM: THE HONOURABLE THE CHIEF JUSTICE,  
MR. WEE CHONG JIN  
THE HONOURABLE MR. JUSTICE SINNATHURAY, and  
THE HONOURABLE MR. JUSTICE LAI KEW CHAI

IN OPEN COURT

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UPON MOTION preferred unto this Court by  
counsel for the abovenamed Appellant coming on  
for hearing this day AND UPON READING the Notice of  
Motion dated the 25th day of November 1981 and  
the affidavit of Neo Tai Kim filed herein on the  
25th day of November 1981 THIS COURT DOTH ORDER  
that :-



In the Court  
of Appeal  
in Singapore

No.36  
Order granting  
Leave to Appeal  
to the Judicial  
Committee of  
the Privy  
Council  
11th January 1982  
(continued)

1. Leave be given under Section 3(1)(a) of the Judicial Committee Act (Cap.8) to appeal to the Judicial Committee of Her Britannic Majesty's Privy Council against the whole of the Judgment of the Court of Appeal delivered herein at Singapore on the 17th day of September, 1981;
2. The time for the Appellant to prepare the index of proceedings pursuant to Order 58 rule 5(1) be extended to 6 weeks; 10
3. The time for the Appellant to prepare and send to the Registrar the Record of Appeal pursuant to Order 58 rule 6(1) be extended to 3 months;
4. The Appellant shall within 1 month from the date hereof give security in the sum of \$3,000-00; and
5. The costs of and incidental to this application be costs in the cause. 20

Dated the 11th day of January 1982.

Sd: Illegible

ASST. REGISTRAR

No.30 of 1982

IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

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O N A P P E A L

FROM THE COURT OF APPEAL IN SINGAPORE

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B E T W E E N :

NEO TAI KIM Appellant

- and -

FOO STIE WAH (M.W.) Respondent

IN THE MATTER of Consolidated Suit No.3999 of 1976

B E T W E E N :

FOO STIE WAH (M.W.) Plaintiff

- and -

NEO TAI KIM Defendant

AND IN THE MATTER of Consolidated Suit No.637 of 1977

B E T W E E N :

NEO TAI KIM Plaintiff

- and -

FOO STIE WAH (M.W.) Defendant

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RECORD OF PROCEEDINGS

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LE BRASSEUR & BURY,  
71 Lincoln's Inn Fields,  
London, WC2A 3JF

Solicitors for the  
Appellant

COLLYER-BRISTOW,  
4 Bedford Row,  
London, WC1R 4DF

Solicitors for the  
Respondent