

1976, 30

IN THE JUDICIAL COMMITTEE  
OF THE PRIVY COUNCIL

No. 2 of 1975

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

---

Between

GOH LENG KANG

Appellant  
(Defendant)

And

(1) TENG SWEE LIN

(2) ONG TIAP (m.w.)

(3) LIEW CHOON TEE (m.w.)

(4) CHEW GUAT TEE (m.w.)

Respondents  
(Plaintiffs)

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RECORD OF PROCEEDINGS

(Volume II)

Exhibits - pages 1 to 107

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Parker Garrett & Co.,  
St. Michael's Rectory,  
Cornhill,  
London EC3V 9DU.

Jaques & Co.,  
2 South Square,  
Gray's Inn,  
London WCLR 5HR.

Solicitors for the Appellants

Solicitors for the Respondents

PLAINTIFF'S EXHIBITS

Exhibit A.1

RECEIPT FOR \$600.00 BY SURNE BIN EMERAN

re: No. 21A Annasalam Chetty Road.

Received from Mr. Teng Swee Lin a sum of \$600.00  
being compensation money for vacating and giving up  
Room 14 in the above premises and chicken pen at  
Lot 250 of T.S. XXI.

Dated this 7th day of January 1968,

sd: Surne bin Emaran  
.....  
(SURNE bin EMARAN)

Plaintiff's  
Exhibits

Exhibit A.1

Receipt for  
\$600.00 by  
Surne bin  
Emeran  
7th January  
1968

EDE

AN,

Advocates & Solicitors,  
Nos. 4A & B, Raffles Place,  
Singapore.

KIT/ACK.T.7/67

2.  
B.1

REQUISITIONS ON TITLE

Plaintiff's  
Exhibits

Exhibit B.1  
Requisitions  
on Title  
18th July 1967

**REQUISITIONS ON TITLE**

re Nos. 22A and 22B Arnasalam Chetty Road and No. 21 Martin Road.

REQUISITIONS	REPLIES
<p>1. Is the property subject to any leases or tenancy agreement? If so, please state:—</p> <p>(a) Name and address of tenant (b) Term (c) Amount of rent (d) Dates when payable (e) Deposit (if any) paid (f) Whether the rent is payable in advance? (g) What is the standard rent? (h) Whether the rent has been increased since 1st August, 1939, and, if so by how much?</p>	<p>1. Yes, but there is no lease or tenancy agreement.</p> <p>(a) Herewith list annexed (b) On a month to month basis (c) Please refer to the 'T.M.' (d) Usually in arrears (e) Nil (f) No (g) The Vendors have no knowledge. (h) - do -</p>
<p>2. Is the property subject to any easements or other rights?</p>	<p>2. Please refer to the title deeds.</p>
<p>3. Is the property affected by any back-lane or improvement scheme?</p>	<p>3. The Purchaser should make his own enquiries and ascertain.</p>
<p>4. Are there any City Council or other notices affecting the property which have not been complied with?</p>	<p>4. - do -</p>
<p>5. Is there any money due to the City Council for road-making, sewer-construction or other charges?</p>	<p>5. - do -</p>
<p>6. Is the property liable for any charges for layout of street or back-lane?</p>	<p>6. - do -</p>
<p>Are the Vendors aware of any encroachment?</p>	<p>7. - do -</p>

## REPLIES

Plaintiff's  
Exhibits

the Vendors  
~~has the vendor/ever~~ had a receiving order  
 made against ~~him~~<sup>him</sup> or been a partner in  
 any firm, against which a receiving order  
 has been made?

10. The Vendors say "No".

Exhibit B.1  
 Requisitions  
 on Title  
 18th July 1967

The Purchaser requires a certificate under  
 Section 32 of the Estate Duty Ordinance  
 that estate duty has been paid in respect  
 of this property on the death of

deceased.

The Purchaser requires evidence that all  
 debts due by the deceased have been paid.

Will all the deeds produced be handed over  
 to the Purchaser on completion?

11. Only those that relate exclusively to the  
 properties sold will be handed over on  
 completion.

The Purchaser reserves the right to make  
 further requisitions arising out of the  
 replies hereto.

12. Not admitted.

Particulars of rent collected from  
Premises Nos. 22A & 22B, Arunasalam Chitty Road,  
I Lot 250 of Town Subdivision XXI)

Plaintiff's  
Exhibits

Mr. Anaim	1 front room	\$7.00	
Mr. Achutha Ngiar	" " "	7.00	
Mr. K.R. Athma Nathan	" " "	7.00	
Mr. Ahsoan	" " "	7.00	
Mr. Nather Vava	" " "	7.00	
Mr. Dolah	1 rear room	7.00	
Mr. Sum Suri	" " "	7.00	
Madam Annam	" " "	7.00	
Mr. Ahamed bin Omar	" " "	7.00	
Mr. Mohamed	" " "	7.00	70.00

Exhibit B.1  
Requisitions  
on Title  
18th July 1967

Particulars of Ground Rent collected from  
the abovementioned properties:-

Madam Esh binte Mohamed Amin		\$7.00	
Mr. Jaufor bin Kamis		2.00	
Mr. K. Krishnan		5.00	
Mr. Abu Baker bin Rouf		7.00	
Madam Johara binte Nagor Gani		5.00	
Mr. Anada Gopal		4.00	
Mr. Tan Hai Song		10.00	
Mr. Nather Vava		5.00	
Mr. Ang Hiong Chow		10.00	55.00

Particulars of rent collected from  
premises no. 21, Arunasalam Chitty Road,  
(Lot 252 of Town Subdivision XXI).

Mr. Tah Hong Hoay (No. 21)		96.00	
Mr. Morin	One room	6.00	
Mr. A.B. Itang	" "	6.00	
Mr. Poo Wang	" "	6.00	
Mr. Haji Sookeedi	" "	6.00	
Madam Thailamma	" "	6.00	
Mr. Ahmed	" "	6.00	
Mr. Osman	" "	6.00	
Mr. Abdullah	" "	6.00	
Mr. Hassan	" "	6.00	
Mr. Ramanujan	" "	6.00	
Mr. Ahmed	" "	6.00	162.00

Particulars of ground rent collected  
from the abovementioned properties.

Mr. Salleh bin Yusoff			
Mr. Surne bin Lmaran		5.00	15.00

is in order to be handed over  
upon completion?

reserves the right to make  
the necessary amendments of the

... only about these ... to be ...  
... of the ...  
... of the ...

... of the ...



AGREEMENT FOR SALE  
LOTS 250 & 252

Plaintiff's  
Exhibits

AN AGREEMENT made the <sup>10th</sup> day of July 1967 One  
 thousand nine hundred and sixty-seven (1967) Between ANNA ROSIA ANNAMALAI CHETTIAR  
 (son of Arunachalam Chettiar) of No. <sup>67</sup> ~~57~~ Market Street, Singapore, but at  
 present in India, Honeylender, ANNA ROSIA SHANMUGAM CHETTIAR alias  
IRUTHIPALANIAPPA CHETTIAR alias ROZIA PAHA ANNA SOBIA IRUTHIPALANIAPPA  
CHETTIAR alias H.P.A.S. IRUTHIPALANIAPPA CHETTIAR alias ANNA ROSIA SOBIA  
IRUTHIPALANIAPPA CHETTIAR alias M.S. IRUTHIPALANIAPPA CHETTIAR (son of  
 Sockalingam Chettiar) and ANNA ROSIA KARUPPAN CHETTIAR alias ROZIA PAHA  
ANNA ROSIA (H.P.A.S.) KARUPPAN CHETTIAR (son of Sockalingam Chettiar)  
 both of Kurivikondapatty, Pambukottah Division, Tiruchy District, South  
 India, Landowners and ROZIA PAHA ANNA ROSIA (SOBIA) ANNAMALAI CHETTIAR  
 alias H.P.A.S. ANNAMALAI CHETTIAR (son of Sockalingam Chettiar) of No. 30,  
 Market Street, Singapore, Landowner (hereinafter called "the Vendors")  
 of the one part and TENG BOON LOH and LIM BOON CHIA both of No. 51  
 New Bridge Road, Singapore.  
 (hereinafter called "the Purchaser") of the other part.

Exhibit B.2  
Agreement for  
Sale  
10th July 1967

WHEREBY IT IS AGREED between the parties hereto as follows :-

1. The Vendors shall sell and the Purchaser shall purchase free from encumbrances the freehold lands and premises described in the Schedule hereto subject to the following special conditions and to the conditions of sale by public auction known as "the (Revised) Singapore Conditions of Sale" so far as the same are applicable to a sale by private treaty and are not varied by or inconsistent with the special conditions herein.
2. The purchase price shall be Dollars Eighty-two thousand two hundred and ninety-seven and Cents fifty (\$82,297.50) whereof the sum of Dollars Eight thousand two hundred and twenty-nine and Cents seventy-five (\$8,229.75) shall be paid by the Purchaser to the Vendors by way of deposit immediately upon the signing of this Agreement.
3. The said lands and premises are sold subject to existing tenancies.
4. A good title shall be deduced but the Purchaser shall not require



the delivery or production of any deeds not in the Vendors' possession nor shall the Purchaser make any requisition or objection in respect thereof.

5. All notices (if any) served by any Local Authority prior to the date hereof will be complied with by and at the expense of the Vendors. Any such notice served on or after the date hereof will be complied with by and at the expense of the Purchaser.

6. The said lands and premises are sold subject to all road, back-lane and other improvement schemes whatever affecting the same and to the proposals contained in the Master Plan.

7. Completion of the sale and payment of the balance of the purchase price shall take place at the office of the Vendors' Solicitors, Messrs. Donaldson & Burkinshaw, Mercantile Bank Chambers, Singapore on or before the <sup>10th</sup> 15th day of February 1967.

8. The Conveyance to the Purchaser will be executed by the Attorneys for the first named, second named and third named Vendors respectively and no requisition shall be made touching such execution ~~and no witnesses shall be required as to whether the Powers of Attorney are still in force or otherwise.~~ Statutory Declarations regarding the non-revocation of such Powers of Attorney will if required by the Purchaser be supplied at ~~his~~ <sup>his</sup> expense. *of the Vendor's Purchase*

AS WITNESS the hands of the parties hereto the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO

1. ALL that piece of land situate in the District of Claymore in the Island of Singapore estimated to contain according to Government Resurvey an area of 14,776 square feet and marked on the Government Resurvey Map as Lot 250 of Town Subdivision XXI which said piece of land forms part of the land comprised in Grant No. 5 TOGETHER with the houses erected thereon and known as No. 22A and 22B Arjunanalan Chetty Road.

2. ALL that piece of land situate in the District and Island aforesaid estimated to contain according to Government Resurvey an

Plaintiff's  
Exhibits

Exhibit B.2  
Agreement for  
Sale  
10th July 1967

area of 10,113 square feet and situated on the Government Reserve Way No. Lot 252 of Town Subdivision XXI which said piece of land forms part of the land comprised in Grant No. 5 TOGETHER with the house erected thereon and known as No. 21 Martin Road, Singapore.

Plaintiff's Exhibits

Exhibit B.2  
Agreement for Sale  
10th July 196

SIGNED by the first named Vendor by his Attorney H. NAGAPPAN (son of Ianchiah Thevar) in the presence of :-

A. AR. ANNAMALAI CHETTIAR  
By His Attorney

*[Signature]*  
H. Nagappan

*[Signature]*  
S. S. Chandra  
S. S. Chandra

SIGNED by the second named and third named Vendors by their Attorney SOONIA PANIA AINIA SOONIA (SOONIA) ANNAMALAI CHETTIAR alias H.P.A.S. ANNAMALAI CHETTIAR (son of Sockalingam Chettiar) in the presence of :-

*[Signature]*

*[Signature]*

SIGNED by the fourth named Vendor in the presence of :-

*[Signature]*

*[Signature]*

Signed by the Purchaser i.e. the Plaintiff.  
*[Signature]*

*[Signature]*  
林文亦



**TAN C. TAN,**

Advocates &amp; Solicitors,

4A & B, Raffles, Place,  
Singapore, 1.

B.3

REQUISITIONS ON TITLE

(LOT 249)

KIT/QXP/T.114/70(2/126)

**REQUISITIONS ON TITLE**re No. \_\_\_\_\_ Land at Narayanan Chitty Road, Singapore, \_\_\_\_\_  
Lot 249 T.S. XII.Plaintiff's  
ExhibitsExhibit B.3  
Requisitions  
on Title  
(Lot 249)  
13th November  
1970

REQUISITIONS	REPLIES
<p>Is the property subject to any leases or tenancy agreement? If so, please state:—</p> <p>(a) Name and address of tenant (b) Term (c) Amount of rent (d) Dates when payable (e) Deposit (if any) paid (f) Whether the rent is payable in advance? (g) What is the standard rent? (h) Whether the rent has been increased since 1st August, 1939, and, if so by how much?</p>	<p>1. Please see contract.</p>
<p>(a) Is the property subject to any subtenancy? If so, please give full particulars of the names of the subtenants, the rents payable, and the terms for which the subtenants hold.</p> <p>(b) Are there any squatters, trespassers or other authorised or unauthorised occupiers? If so, please give full particulars thereof.</p>	<p>2. None that the Vendor is aware of.</p>
<p>Is the property subject to any easements or other rights?</p>	<p>3. None other than those disclosed on the title if any.</p>
<p>Is the property affected by any back-lane or improvement scheme?</p>	<p>4. None that the Vendor is aware of.</p>
<p>Is the property affected by the Master Plan or any proposals relating thereto?</p>	<p>5. Please make your usual enquiry.</p>
<p>Are there any Notices from the Public Works Department or from any Government Department or local Authority, affecting the property which have not been complied with?</p>	<p>6. None that the Vendor is aware of.</p>
<p>Is there any money due to the Public Works Department for road-making, sewer-construction or other charges?</p>	<p>7. - do -</p>
<p>Is the property liable for any charges for layout of street or back-lane?</p>	<p>8. - do -</p>
<p>Is the Vendor/Mortgagor aware of any encroachment?</p>	<p>9. Please make your own enquiries.</p>
<p>Have all the roads and back-lanes on which the property abuts been made up and taken over by the Public Authority?</p>	<p>10. Please enquire from the proper authorities.</p>
<p>Receipts from current quit-rent and property tax should be produced.</p>	<p>11. Noted.</p>
<p>(1) Is the Vendor/Mortgagor now or has ever been partner in any firm or does he carry on or has he ever carried on business on his own account in any name other than the name disclosed in the assurance in his name of the above property. If so, please give full particulars of any such firm/s or name/s.</p>	

REQUISITIONS	REPLIES	Plaintiff's Exhibits
<p>Has the Vendor/Mortgagor ever had a receiving order made against him in Singapore or elsewhere whether in the name appearing in the said assurance or any other name or in the name of any firm in which he has ever been a partner or of which he was sole proprietor.</p> <p>the property insured against fire? If so, please produce the Policy or furnish the following particulars:</p> <p>1) The name of the Company. 2) The amount of the insurance. 3) The date of the Policy and its expiry date.</p> <p>4) Purchaser/Mortgagee requires a certificate under Section 38(1) of the Estate Duty Ordinance that estate duty has been paid in respect of this property on the death of the deceased.</p> <p>5) Purchaser/Mortgagee requires evidence that debts due by the deceased have been paid.</p>		<p>Exhibit B.3 Requisitions on Title (Lot 249) 13th November 1970</p>
<p>Has the Vendor Company created any Debenture or Floating Charge in its undertaking and properties and its uncalled capital or created any equitable mortgage by way of deposit of the title deeds of the property sold. If so, please give full particulars.</p>	<p>12. The Vendor says No.</p>	
<p>Has a petition for winding up of the Vendor Company been presented to any Court in Singapore or elsewhere or a resolution passed for the winding up of the Vendor Company?</p>	<p>13. The Vendor says No.</p>	
<p>Will all the deeds produced be handed over to the Purchaser/Mortgagee on completion? The Purchaser/Mortgagee reserves the right to make further requisitions arising out of the deeds hereto.</p>	<p>Those exclusively relating to the property sold. Not admitted.</p>	
<p>13th day of November, 1970.</p> <p><i>[Signature]</i> Purchaser/Mortgagee's Solicitors.</p>	<p>Dated this 13th day of November, 1970.</p> <p><i>[Signature]</i> Vendor's Solicitors</p>	

B.4

AGREEMENT FOR SALE OF LANDED PROPERTY

AN AGREEMENT made the 1<sup>st</sup> day of November 1967 1970  
 BETWEEN UNITED NATIONAL FINANCE (SINGAPORE) LIMITED a Company  
 incorporated in the Republic of Singapore and having its registered  
 office at No. 64 South Bridge Road, Singapore

(hereinafter called "the Vendor") of the one part  
 AND TENG BOON LOH and LIM BOON CHIA both of No.151 New Bridge Road,  
 Singapore, Merchants,

(hereinafter called "the Purchaser") of the other part,  
 the terms whereof are agreed as follows:

Short description of property agreed to be sold, stating whether freehold or leasehold (For full particulars see the Schedule hereto).	Land at Narayan Chitty Road Lot 249 T.S. XXI Freehold.
Incumbrances (if any) to which the sale is subject	None other than those, if any, disclosed on the title.
Sale Price, agreed	<del>Dollars Fourteen and cents</del> <del>(\$14.50) per square foot.</del> Dollars Twelve (\$12.00) per square foot.
Amount of Deposit now paid and whether to Vendor or to Stakeholder.	Dollars Sixteen thousand eight hundred and twenty four and cents thirty five (\$16,824.35) Paid to the Vendor.
Whether vacant possession given or subject to lease or tenancy (if the latter give particulars)	<del>Vacant possession to be given on completion. Subject to existing occupier and/or squatter thereon and all other claims (if any).</del>
Particulars of Deed with which the Title commences	Copy of Conveyance dated 21st August 1920 (Registered in Volume DXXXVI No.140) made between S.R.M.Raman Chitty of the 1st part Low Teng Leng of the 2nd part and Ahmad Mohamed Salleh Angullia of the 3rd part.
Date of Completion	One month from the date hereof.
Where the balance of purchase money is to be paid.	At the office of Messrs. Ohung & Co. the Vendors' Solicitors, Singapore

Plaintiff's  
Exhibits

Exhibit B.4  
Agreement for  
Sale  
(Lot 249)  
7th November  
1970

9. The sale is subject to the Special Conditions set out hereunder.
10. The General Conditions of Sale known as "The (Revised) Singapore Conditions of Sale", shall apply to this sale so far as they are applicable to a sale by private treaty are not varied by or inconsistent with the Special Conditions and other terms herein contained.
11. All Municipal or other notices (if any) served on the owner on or after the date hereof shall be complied with by and at the expense of the Purchaser.
12. The Purchaser shall not be entitled to an abstract of title except at his own expense.
13. The title to the land and premises be properly deduced.
14. If from any cause whatever (other than the wilful default of the Vendor) the purchase shall not be completed on the day fixed for completion, the Purchaser shall pay to the Vendor interest on the balance of the purchase money at the rate of eight per cent. per annum and if the Purchaser shall fail to comply with any of the terms hereof the Vendor on his giving ten day's previous notice in writing of his intention so to do may elect to treat the Agreement as cancelled, in which event the deposit paid shall be forfeited to the Vendor, this Agreement shall become null and void and neither party shall have any claim against the other for compensation damages or otherwise. The Purchaser shall not be entitled to any compensation for the Vendor's delay unless contumacious. In lieu of interest as aforesaid the Vendor may also elect to treat the actual day of completion as the day fixed for completion and in that case shall be entitled to the rents and profits less outgoings (to be apportioned if necessary) up to the actual day of completion.

SPECIAL CONDITIONS

- A. The property is sold subject to any Government or City Council or improvement scheme layout or matter or thing embodied or shown in the General Improvement Plan and/or the Master Plan whatever affecting the property and the Purchaser shall be deemed to have full knowledge of the nature and effect thereof and shall make no objections or requisitions in respect thereof.
- B. The Conveyance dated the 21st August 1920 (Registered in Volume XXXVI No. 140) is not in the Vendors' possession. The Purchaser will accept the copy produced and will not raise any requisition or objection regarding the non production of the original thereof and will not require the Vendors to supply any Statutory Declaration as to the absence of the original.
- C. The Property is sold without vacant possession subject to the existing squatter and/or occupier and any other claim for long possession (if any) and in particular to a claim made by one Goh Leng Kang under a Statutory Declaration dated 28th day of August 1970.

Plaintiff's  
Exhibits

Exhibit B.4  
Agreement for  
Sale  
(Lot 249)  
7th November  
1970

Plaintiff's Exhibits

Exhibit B.4  
Agreement for Sale  
(Lot 249)  
7th November 1970

THE SCHEDULE ABOVE REFERRED TO

All that piece of land situate in the District of Olaymore in Island of Singapore estimated according to Government Resurvey to contain an area of 11,603 square feet and marked on the Government Resurvey Map as Lot 249 of Town Subdivision XXVI which said piece of land forms part of the land comprised in Government Grant No. 5 dated 25th March 1845 to Messrs Johnstone Martin.

SIGNED by the abovenamed  
VENDOR in the presence  
of:

For UNITED NATIONAL FINANCE (S) LTD.

SIGNED by the abovenamed  
PURCHASER in the presence  
of:

林文赤  
丁文裕

Received the abovementioned deposit of \$16,824.35.

13.  
B.5

CONVEYANCE  
(Lot 250 & 252)

SINGAPORE

*Chinniam*

is made the *right*

*1659-117*

day of *August*. One thousand nine hundred and sixty-seven (1967)

SINGAPORE  
Between AHNA AHNA ROONA ANNAMALAI CHETTIAR (son of Arunasalam Chettiar) of No. 67, Market Street, Singapore, but at present in India, Money-lender (hereinafter called the First Vendor), AHNA SONA SHANMUGAM CHETTIAR alias MUTHUPALANIAPPA CHETTIAR alias MOONA PANA AHNA SOINA MUTHUPALANIAPPA CHETTIAR alias M.P.A.S. MUTHUPALANIAPPA CHETTIAR alias AHNA ROONA SOINA MUTHUPALANIAPPA CHETTIAR alias AN. S. MUTHUPALANIAPPA CHETTIAR (son of Sookalingam Chettiar) (hereinafter called the Second Vendor) and AHNA SONA KARUPPAN CHETTIAR alias MOONA PANA AHNA SONA (M.P.A.S.) KARUPPIAN CHETTIAR (son of Sookalingam Chettiar) (hereinafter called the Third Vendor) both of Kurivikondapatty, Padukottah Division, Tiruchy District, South India, Landowners and MOONA PANA AHNA SONA (SOINA) ANNAMALAI CHETTIAR alias M.P.A.S. ANNAMALAI CHETTIAR (son of Sookalingam chettiar) of No. 38, Market Street, Singapore, Landowner, (hereinafter called the Fourth Vendor) of the one part and TENG SWEE LIN of No. 543, Geylang Road, Singapore, Merchant, ONG TIAP of No. 12B, Block C, Kim Yam Road, Singapore, Married Woman, LIEN CHOOK TEE of No. 12A, Block C, Kim Yam Road, Singapore, Married Woman, and CHEW GUAT TEE of No. 143B, New Bridge Road, Singapore, Married Woman (hereinafter called the Purchasers) of the other part.

WHEREAS the First, Second, Third and Fourth Vendors are seized for an estate in fee simple in possession free from encumbrances of the lands and premises described in the Schedule hereto as tenants in common in the shares following, that is to say :-

- (a) As to three undivided equal sixth parts or shares thereof (3/6th) to the First Vendor;
- (b) As to one undivided equal sixth part or share thereof (1/6th) to the Second Vendor;
- (c) As to one undivided equal sixth part or share thereof (1/6th) to the Third Vendor; and
- (d) As to the remaining one undivided equal sixth part or share thereof (1/6th) to the Fourth Vendor.

AND WHEREAS the First, Second, Third and Fourth Vendors have agreed to sell the said lands and premises to the Purchasers at the

Plaintiff's Exhibits

1646 Exhibit B.5  
Conveyance of Lots 250 & 252  
8th August 1967

X

18

piece of Dollars Eighty two thousand two hundred and ninety seven and cents fifty (\$82,297-50).

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Dollars Eighty two thousand two hundred and ninety seven and cents fifty (\$82,297-50) to the First, Second, Third and Fourth Vendors paid by the Purchasers on or before the execution of these presents (the receipt whereof the First, Second, Third and Fourth Vendors hereby acknowledge) the First Vendor as regards his three undivided equal sixth shares, and the Second, Third and Fourth Vendors (each as regards his one undivided equal sixth share) and all other (if any) his or their right title and interest of and in the lands and premises hereby assured hereby convey unto the Purchasers ALL the lands and premises described in the Schedule hereto TO HOLD the same unto the Purchasers in fee simple as tenants in common in equal shares.

IN WITNESS WHEREOF the First, Second, Third and Fourth Vendors have hereunto set their hands and seals the day and year first above-written.

THE SCHEDULE ABOVE REFERRED TO :-

1. All that piece of land situate in the District of Geylang in the Island of Singapore estimated to contain according to Government Resurvey an area of 14,776 square feet and marked on the Government Resurvey Map as Lot 250 of Town Subdivision XXI which said piece of land forms part of the land comprised in Grant No. 5.

Together with the houses erected thereon and known as Nos. 22A and 22B, Arnasalam Chetty Road, Singapore.

2. All that piece of land situate in the District and Island aforesaid estimated to contain according to Government Resurvey an area of 18,143 square feet and marked on the Government Resurvey Map as Lot 252 of Town Subdivision XXI which said piece of land forms part of the land comprised in Grant No. 5.

Together with the house erected thereon and known as No. 21, Arnasalam Chetty Road off Martin Road, Singapore.

Plaintiff's Exhibits

Exhibit B.5  
Conveyance of Lots 250 & 252 18th August 1957  
(continued)

J.B. XXI!  
Lot 250  
14776

J.B. XXI!  
Lot 252  
18143

X

SIGNED SEALED and DELIVERED by the abovenamed First Vendor by his Attorney M. Nagappan (son of Muthiah Thevar) acting under a Power of Attorney dated the 17th day of December 1963 (a copy of which was deposited in the Registry of the High Court, Singapore on the 5th day of February 1964 and Nod. 82 of 1964) in the presence of :-

Ahna Ahna Roona Annamalai Chettiar.

by his Attorney :

*J. S. S. S.*

*Albba*  
*David*

Plaintiff's Exhibits

Exhibit B.5  
Conveyance  
of Lots  
250 & 252  
8th August  
1967  
(continued)

SIGNED SEALED and DELIVERED by the abovenamed Second Vendor by his Attorney Moona Pana Ahna Sona (Soma) Annamalai Chettiar (son of Sookalingam Chettiar) acting under a Power of Attorney dated the 6th day of April 1951 (a copy of which was deposited in the Registry of the High Court, Singapore on the 19th day of April 1951 and Nod. 399 of 1951) in the presence of :-

Ahna Sona Shanmugam Chettiar alias Moona Pana Ahna Soma Mutiappaniappa Chettiar.

by his Attorney :

*M. S. S. S.*

*Albba*  
*David*

SIGNED SEALED and DELIVERED by the abovenamed Third Vendor by his Attorney Moona Pana Ahna Sona (Soma) Annamalai Chettiar (son of Sookalingam Chettiar) acting under a Power of Attorney dated the 30th day of March 1957 (a copy of which was deposited in the Registry of the High Court, Singapore on the 3rd day of June 1957 and Nod. 419 of 1957) in the presence of :-

Ahna Sona Karuppan Chettiar alias Moona Pana Ahna Sona (M.P.A.S.) Karuppiah Chettiar.

by his Attorney :

*M. S. S. S.*

*Albba*  
*David*



SIGNED SEALED and DELIVERED by )  
the abovenamed Fourth Vendor  
Moona Pana Anna Sona (Sohna)  
Annamalai Chettiar (son of  
Sookalingam Chettiar) in the  
presence of :-

*Signature*

*Signature*  
*Signature*

Plaintiff's Exhibits

Exhibit B.5  
Conveyance  
of Lots  
250 & 252  
8th August  
1967  
(continued)

ON this 5th day of August, A.D. 1967 before me EDWARD ANSELM PARKER an Advocate and Solicitor of the High Court in the Republic of Singapore practising in Singapore personally appeared M. NAGAPPAN (Son of Muthiah Thevar) as the Attorney of ANNA ANNA ROONA ANNAMALAI CHETTIAR (Son of Arunasalam Chettiar) and MOONA PANA ANNA SONA (SOHNA) ANNAMALAI CHETTIAR (Son of Sookalingam Chettiar) as the Attorney of ANNA SONA SHANMUGAM CHETTIAR alias MUTHUPALANIAPPA CHETTIAR alias MOONA PANA ANNA SOHNA MUTHUPALANIAPPA CHETTIAR alias M.P. A.S. MUTHUPALANIAPPA CHETTIAR alias ANNA ROONA SOHNA MUTHUPALANIAPPA CHETTIAR alias AR. S. MUTHUPALANIAPPA CHETTIAR (Son of Sookalingam Chettiar) and also the Attorney of ANNA SONA KARUPPAN CHETTIAR alias MOONA PANA ANNA SONA (MP.A.S.) KARUPPIAN CHETTIAR (Son of Sookalingam Chettiar) who from information given to me by trustworthy and reliable persons viz: Abdul Jabbar and David Chow both of Mercantile Bank Chambers, Singapore 1, Solicitors' Clerks, I verily believe to be the identical persons whose names "M. Nagappan" (In Tamil) and "MP.AS. Annamalai Chettiar" (in Tamil) are subscribed to the withinwritten instrument and acknowledged that they had voluntarily executed this instrument at Singapore.

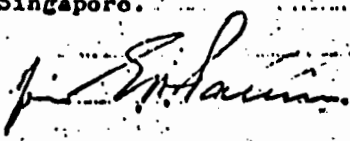
WITNESS my hand,

*Signature*

ON this 5th day of August, A.D. 1967 before me EDWARD ANSELM PARKER an Advocate and Solicitor of the High Court in the Republic of Singapore practising in Singapore personally appeared MOONA PANA AIINA SONA (SOHNA) ANNAMALAI CHETTIAR (son of Sockalingam Chettiar who from information given to me by trustworthy and respectable persons viz: Abdul Jabbar and David Chow, both of Mercantile Bank Chambers, Singapore 1, Solicitors' Clerks, I verily believe to be the identical person whose name "MP. AS. Annamalai Chettiar" (in Tamil) is subscribed to the withinwritten instrument and acknowledged that he had voluntarily executed this instrument at Singapore.

Plaintiff's Exhibits  
 Exhibit B.5  
 Conveyance of Lots 250 & 252 8th August 1967  
 (continued)

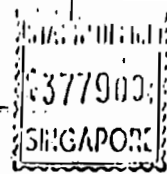
WITNESS my hand.  
 A



Registered on the 11th August 1967  
 at 11.00 am under the Land Ordinance  
 and Rules given in the Section 119  
 in Volume 1658 Page

Deputy





Plaintiff's Exhibits

Exhibit B.6  
Conveyance  
of Lot 249  
29th December  
1970

*[Handwritten signature in cursive script]*

is made the *Twenty-ninth*

day of *December* One thousand nine hundred and seventy (1970)  
Between UNITED NATIONAL FINANCE (SINGAPORE) LIMITED, a Company incor-  
porated in the Republic of Singapore and having its registered office  
at No. 64 South Bridge Road, Singapore, (hereinafter called the Vendor)  
of the one part and TENG SWEE LIM of No. 543 Geylang Road, Singapore,  
Merchant, ONG TIAP of No. 12B Block C, Kim Yam Road, Singapore, Married  
Woman, LIEW CHOOK TEE of No. 12A Block C, Kim Yam Road, Singapore,  
Married Woman, and CHEW GUAT TEE of No. 143B New Bridge Road, Singapore  
Married Woman, (hereinafter called the Purchasers) of the other part.

WHEREAS the Vendor is seized for an estate in fee simple in  
possession free from encumbrances of the land and premises described  
in the Schedule hereto and it has agreed to sell the same to the  
Purchasers at the price of Dollars One hundred and thirty nine thousand  
two hundred and thirty six (\$139,236/-).

NOW THIS INDENTURE WITNESSETH that in pursuance of the said  
agreement and in consideration of the sum of Dollars One hundred and  
thirty nine thousand two hundred and thirty six (\$139,236/-) to the  
Vendor paid by the Purchasers on or before the execution of these  
Presentis (the receipt whereof the Vendor hereby acknowledges) the Vendor  
hereby conveys unto the Purchasers All the land and premises described  
in the Schedule hereto TO HOLD the same unto the Purchasers in fee  
simple as tenants in common in equal shares.

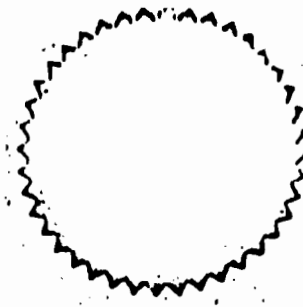
IN WITNESS WHEREOF the parties hereto have hereunto set their  
hands and seals the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO :-

All that piece of land situate in the District of Claymore in  
the Island of Singapore estimated according to Government Resurvey to  
contain an area of 11,603 square feet and marked on the Government  
Resurvey Map as Lot 249 of Town Subdivision XXI being part of the land  
comprised in Government Grant No. 5 dated the 25th March 1845 to Mungo  
Johnstone Martin.

103

The COMMON SEAL of UNITED NATIONAL FINANCE (SINGAPORE) LIMITED was affixed hereto in the presence of :-



Plaintiff's Exhibits

Exhibit B.6  
Conveyance  
of Lot 249  
29th December  
1970

(continued)

*Lim Kien Seng*  
*Lim Kien Seng*  
Director.

*Lim Kien Seng*  
Secretary.

I, JUDY LOKE HEOW HO an Advocate and Solicitor of the Supreme Court of the Republic of Singapore practicing in Singapore hereby certify that on the 18th day of December A.D. 1970, the Common Seal of UNITED NATIONAL FINANCE (SINGAPORE) LIMITED was duly affixed to the above written instrument at Singapore in my presence in accordance with the regulations of the said Company (which regulations have been produced and shown to me).

WITNESS my hand this 18th day of December 1970.

*Judy Loke Heow Ho*  
C. L.

Registered on the 31st December 1970  
At 10.25 am under Lot 249 Mukim 21  
T.S.  
in accordance with statement presented in Volume 1833  
Page 527 No. 113

*J. L. L.*  
Deputy Registrar of Deeds  
Singapore.



B.7  
CONVEYANCE OF LOT 249

Plaintiff's  
Exhibits

Exhibit 1.7  
Conveyance  
of Lot 249  
28th May 1

This Indenture is made the 28<sup>th</sup> day of May, One thousand nine hundred and sixty nine (1969) Between United National Finance Berhad (formerly known as United National Finance Limited) a Company incorporated in the States of Malaya and having a place of business at No. 64 South Bridge Road, Singapore (hereinafter called "the Vendor") of the one part and United National Finance (Singapore) Limited a Company incorporated in the Republic of Singapore and having its registered office at No. 64 South Bridge Road, Singapore (hereinafter called "the Purchaser") of the other part.

Whereas the Vendor is seised of the land and hereditaments described in the Schedule hereto for an estate in fee simple in possession free from incumbrances.-

And Whereas the Vendor has agreed to sell the said land and hereditaments to the Purchaser at the price of Dollars Sixty thousand two hundred and ninety three and cents twenty five only (\$60,293.25).

Now This Indenture Witnesseth that in pursuance of the said agreement and in consideration of the sum of Dollars Sixty thousand two hundred and ninety three and cents twenty five (\$60,293.25) paid by the Purchaser to the Vendor on or before the execution of these presents (the receipt whereof the Vendor hereby acknowledges) the Vendor Hereby Conveys unto the Purchaser All the land and hereditaments described in the Schedule hereto To Hold the same unto the Purchaser in fee simple.

In Witness Whereof Kang Koch Seng the Attorney of the Vendor acting under a Power of Attorney dated the 1st day of August 1966 (a copy of which was deposited in the Registry, High Court, Singapore on the 22nd day of August 1966 and registered as No. 502 of 1966) has hereunto set the name of the Vendor and affixed his own seal the day and year first abovescriber.

The Schedule Above Referred To

All that piece of land situate in the District of Claymore in the Island of Singapore estimated according to Government Resurvey to contain an area of 11,603 square feet and marked on the Government Resurvey Map as Lot 249 of Town Subdivision XXI which

Plaintiff's Exhibits

Exhibit 7  
Conveyance  
of Lot 249  
28th May 1969  
(continued)

said piece of land forms part of the land comprised in Government Grant No. 5 dated 25th March 1845 to Mungo Johnstone Martin.

Signed by the abovenamed Kang )  
Koch Seng as the Attorney of )  
United National Finance Berhad )  
(formerly known as United )  
National Finance Limited) and )  
Sealed with the Seal of the )  
said Kang Koch Seng and )  
Delivered as the act and )  
deed of United National )  
Finance Berhad (formerly )  
known as United National )  
Finance Limited) in the )  
presence of:- )

*Kang Koch Seng* ○

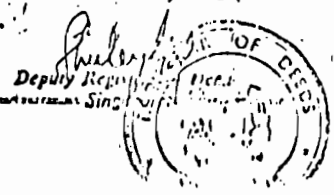
*[Signature]*  
ADVOCATE & SOLICITOR  
SINGAPORE

On this 28th day of May, A.D. 1969, before me Judy Loke Heow Ho an Advocate and Solicitor of the High Court of the Republic of Singapore practising in Singapore personally appeared Kang Koch Seng the attorney of United National Finance Berhad (formerly known as United National Finance Limited), who of my own personal knowledge I know to be the identical person whose name "Sd. Kang Koch Seng" is subscribed to the above written instrument and acknowledged that he had voluntarily executed this instrument at Singapore.

Witness my hand.

*[Signature]*  
ADVOCATE & SOLICITOR  
SINGAPORE

Registered on the 7th June 1969  
at 11.30 a.m. under Lot 249 of 21  
in accordance with statement presented in Volume 1743  
Page 155 No. 91



B.8

CONVEYANCE OF LOT 249

Plaintiff's Exhibits

Exhibit B.8  
Conveyance of Lot 249  
15th September 1965

This Indenture is made the 15<sup>th</sup> day of September one thousand nine hundred and sixty five (1965) between Lee Wan Tee of No. 20 King Albert Park, Singapore, Married Woman and Tan Ai Gin also of the same address. Merchant (hereinafter called "the Vendors") of the one part and United National Finance Limited a Company incorporated in the States of America and having a place of business at No. 64 South Bridge Road, Singapore (hereinafter called "the Purchaser") of the other part:

Whereas the Vendors are seized of the land and hereditaments described in the Schedule hereto for an estate in fee simple in possession free from incumbrances as joint tenants.

and Whereas the Vendors have agreed to sell the said land and hereditaments to the Purchaser at the price of Dollars thousand and fifteen (\$58,015.00).

Now This Indenture Witnesseth that in pursuance of the said agreement and in consideration of the sum of Dollars Fifty eight thousand and fifteen (\$58,015.00) paid by the Purchaser to the Vendors on or before the execution of these presents (the receipt whereof the Vendors hereby acknowledge) the Vendors hereby Convey unto the Purchaser All the land and hereditaments described in the Schedule hereto To Hold the same unto the Purchaser in fee simple.

In Witness Whereof the Vendors have hereunto set their hands and seals the day and year first abovewritten.

The Schedule Above Referred To

All that piece of land situate in the District of Claymore in the Island of Singapore estimated according to Government Resurvey to contain an area of 11,603 square feet and marked on the Government Resurvey Map as Lot 249 of Town Subdivision XX which said piece of land forms part of the land comprised in Government Grant No.5 dated 25th March 1845 to Mungo Johnstone Martin.

Signed Sealed and Delivered by) the abovesigned Lee Wan Tee and) Tan Ai Gin in the presence of:

*[Signature]*  
*[Signature]*

*[Signature]*  
*[Signature]*



1576  
160  
166

11,603

104/166

In this 15th day of September, A.D. 1965 before me Kok Soon Chung an Advocate and Solicitor of the High Court in Singapore practising in Singapore personally appeared Lee Wan Tze and Tan Ai Gin who from information given to me by trustworthy and respectable persons, viz: Tan Low Bin of 20 King Albert Park, Singapore, Merchant and Chew Khee Tin of 82, Wilkinson Road, Singapore, Merchant I verily believe to be the identical persons whose names " *LWT* " and " *TAG* " are subscribed to the within written instrument and acknowledged that they had voluntarily executed this instrument at Singapore.  
 Witness my hand.

*Kok Soon Chung*

Plaintiff's  
 Exhibits

Exhibit B.8  
 Corveyance  
 of Lot 249  
 15th Septem-  
 1965  
 (continued)



P15-1

LETTER, GOH LENG KANG TO  
CHIEF BUILDING SURVEYOR

Mr. Goh Leng Kang,  
16-M, Narayanan Chitty Road,  
Singapore-9.

5th September, 1968.

The Chief Building Surveyor,  
Upper Pickering Street,  
Singapore.

Plaintiff's  
Exhibits

Dear Sir,

Exhibit P.15-1

re: General Repairs and replacement  
of Roof.

Letter, Goh Leng  
Kang to CBS.S.  
5th September  
1968

I shall thank you for your kind permission to carry out general repairs and replacement of roof due to bad leaks on raining days.

I have been occupant of this house before the Japanese occupation days and would appreciate your early approval before part of the house may collapse and endangering members of my family.

*Prother*

I have the pleasure to enclose you copy of a consolidated account from the Public Utilities Board a certificate issue to me by the Inland Revenue and a Survey Plan from the survey office indication the position of my house also a sketch outline of the existing house.

Yours faithfully,

L. Thumb Print

.....  
GOH LENG KANG

Encl.

25.

P.15-2

APPLICATION TO CHIEF BUILDING SURVEYOR  
FORM X15

Name: GOH LENG KANG

Address: 16M Narayanan

Chetty Road.

Date: 5th Sept., 1968.

Plaintiff's  
Exhibits

Exhibit P.15-2  
Application to  
Chief Building  
Surveyor  
5th September  
1968

To:  
Chief Building Surveyor,  
Housing & Development Board Building,  
1st Floor, Upper Pickering Street,  
Singapore-1.

Dear Sir,

re: Repair ~~and/or reconstruction~~ at  
16M Narayanan Chitty Road.

I wish to apply for permission to repair ~~and/or~~  
~~reconstruct~~ the above-mentioned building.

I undertake that the repair ~~and/or reconstruction~~  
will be carried out on the same site and no extension  
will be made after the repair. ~~and/or reconstruction~~

I will not commence work until the Chief Building  
Surveyor's written permission to do so has been obtained.

Yours faithfully,

.....  
(Signature)

GOH LENG KANG

COMPTROLLER OF PROPERTY TAX  
CERTIFICATE

Plaintiff's  
Exhibits

GOVERNMENT OF THE REPUBLIC OF SINGAPORE

Exhibit P.15-3  
Comptroller of  
Property Tax  
Certificate  
6th February  
1968

INLAND REVENUE DEPARTMENT,  
Property Tax Division,  
Government Offices,  
St. Andrew's Road,  
Singapore-6.

*6 Feb 1968*

C E R T I F I C A T E

*No 16 ul Narayan Chetty Rd.*

This is to certify that the above house  
number has been allocated by this Department to  
occupier - GOH LENG KANG.

Identity Card No. Q799747

Sd: (illegible)  
.....  
f. Comptroller of Property  
Tax

Lot No.	On Plan	Here Subdivided Into Lots	Area	S. D. S.	L. O.	Remarks
260	5/44	Resurveyed		500...56	(S) T.S. 21/260	

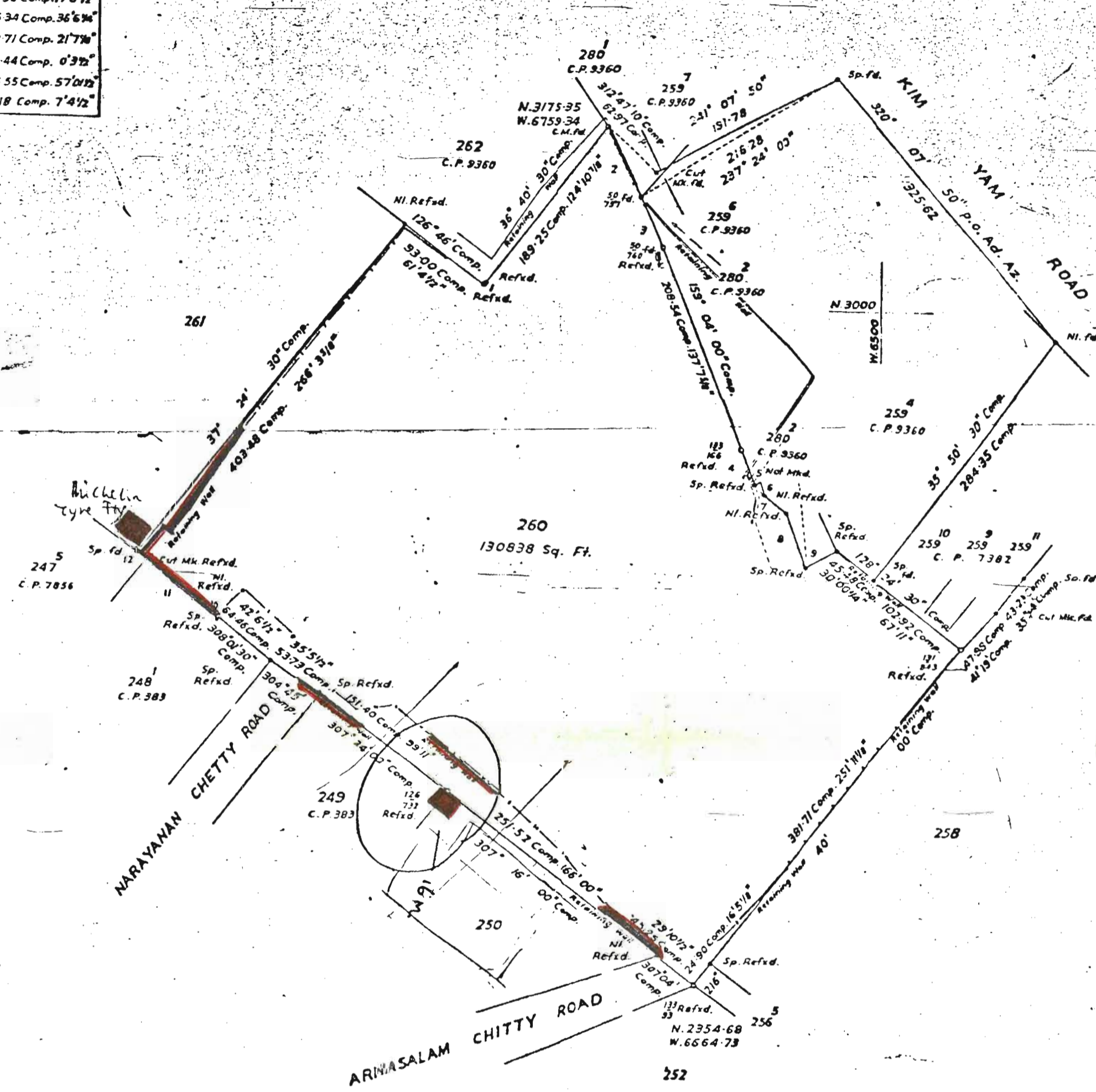
P.15-4

DETAILED PLAN SURVEY DEPARTMENT

Plaintiff's Exhibits

Exhibit P.15-4  
Detailed Plan  
Survey Department  
22nd December  
1964

Bearing	Distance
36° 03' 00" Comp.	2.01 Comp. 1' 4"
154° 18' 00" Comp.	73.83 Comp. 48' 8 3/4"
152° 19' 00" Comp.	51.24 Comp. 34' 3 3/8"
159° 04' 00" Comp.	36.23 Comp. 23' 10 7/8"
62° 10' 00" Comp.	5.65 Comp. 3' 8 3/4"
161° 51' 00" Comp.	12.44 Comp. 8' 2 1/2"
128° 44' 00" Comp.	26.58 Comp. 17' 6 1/2"
152° 30' 30" Comp.	55.34 Comp. 36' 6 3/4"
55° 21' 00" Comp.	32.71 Comp. 21' 7 3/8"
225° 00' 00" Comp.	0.44 Comp. 0' 3 1/2"
329° 49' 00" Comp.	86.55 Comp. 57' 0 1/2"
34° 26' 20" Comp.	11.18 Comp. 7' 4 1/2"



Level Class - vey  
 Azimuth Adopted From C.P. 7382  
 Surveyed by S.T. Moorthy  
 12-11-64

F. B. No. 15488...2-24  
 Col. Vol. No. 434...65-66  
 Drawn & Charted by Khek Chuan Sing  
 24-11-64  
 Examined by *[Signature]*  
 3-12-64  
 Plan Approved  
*[Signature]*  
 Chief Surveyor

T. S. NO. XXI

Scale: One Chain to an Inch



RESURVEY SHEET 5/44  
 STANDARD SHEETS 210-15-A,  
 210-10 &

*[Signature]*  
 7-11-67

14049



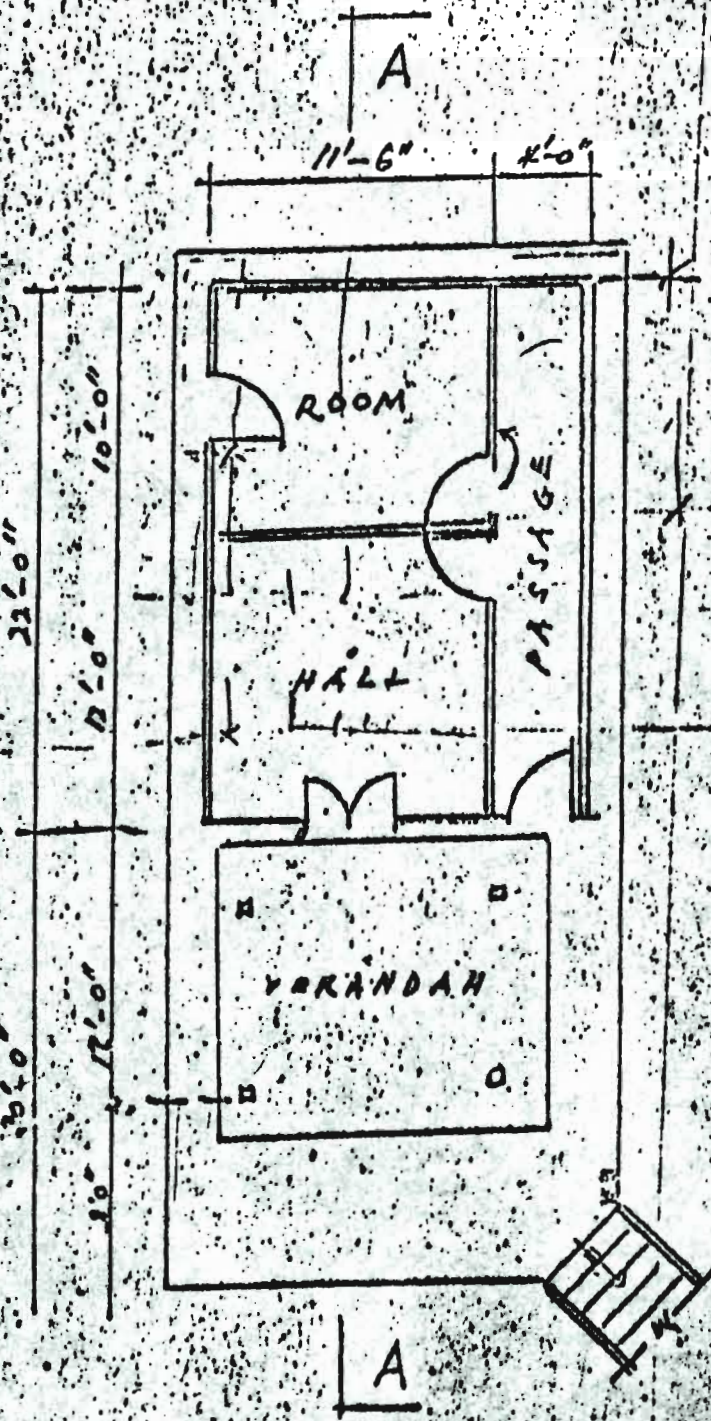
P.15-5

(S) IN CBJ 510-560168

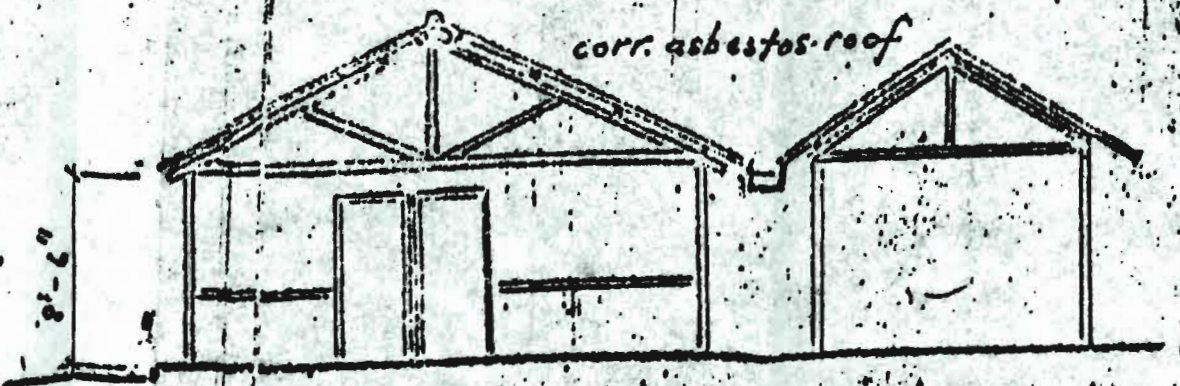
SKETCH OF 16-M NARAYANAN CHITTY ROAD.

Plaintiff's Exhibits

Exhibit P.15-5  
Sketch of  
16-M Narayanan  
Chitty Road,  
18th September  
1968



Front Elevation



Side Elevation



THE PUBLIC  
CIT  
PO. BOX 30

29.  
P. 15-6

15-6-69  
15-6-69  
15-6-69  
15-6-69

PUBLIC UTILITIES BOARD  
BILL TO GOH LENG KANG

GOH LENG KANG  
11 KARAYANAN CHITTY RD. S.

BALANCE 6-7  
PAYMENT 15-7 1969

\$ C  
0.96  
8.00CA

Plaintiff's  
Exhibits

Exhibit P.15-6  
Public Utilities  
Board bill to  
Goh Leng Kang  
21st August  
1969

NO. RECEIPT NO. METER 150000	READING FROM NEW METER METER NO. 150000	READING FOR ESTIMATE METER NO. 150000	SERVICE PERIOD 4-7-69	PERIOD JANUARY 1-31	UNIT R. 1A 1000	RATE R. 1A 0.07	TOTAL R. 1A 0.07
125			WATER 4-7	5-0	3.8	0.00	3.04
29			LIGHT 6-7	5-0	27	0.10	5.22
40			POWER 6-7	5-2	40	0.07	2.80
			D. REFUSE				1.00

DATE 2/29/1969/0	MONTH 21-10-69	DEPOSIT CHENGERAN R. 1A	PAYMENTS AFTER THIS DATE ARE NOT INCLUDED IN THIS BILL. PLEASE PAY AMOUNT OF "BALANCE DUE" LESS SUCH PAYMENT IF ANY. BALANCE DUE: 13.02
---------------------	-------------------	-------------------------------	--

BALANCE DUE: 13.02  
BALANCE DUE: 13.02  
BALANCE DUE: 13.02

CHIEF BUILDING SUR

LETTER, CBS TO GOH LENG KANG

P. 15 - 7

Ref: (1) in CBS S10-560/6B

1st Floor, Upper Pickering Street,  
Singapore, 1.

Plaintiff's  
Exhibits

Date: 20<sup>th</sup> September 1968.

Exhibit P.15-7  
Letter, Chief  
Building  
Surveyor's  
to Goh Leng  
Kang  
20th September  
1968

to

Mr. Goh Leng Kang,  
16-M. Narayanan Chetty Road,  
Singapore.

Dear Sir/s,

Permission to change the roof of an existing  
house from ~~asbestos~~ incombustible materials.

and carry out repairs. and carry out repairs  
You are hereby given permission to change the roof of your

house No. 16-M. Narayanan Chetty Road..... on Lot .249/250.  
corrugated asbestos to  
this...S.S.XXI... from ~~asbestos~~ to zinc/corrugated iron/corrugated


asbestos subject to the following conditions :-

- (1) No additions or alterations to be made to the other parts of the building;
- (2) To conform with sketch shown below/attached.

Printed on 23 SEP 1968

Yours faithfully,

Encl. sketch (1/1)

  
f. Chief Building Surveyor,  
Building Survey Division.

Strike out where not applicable.

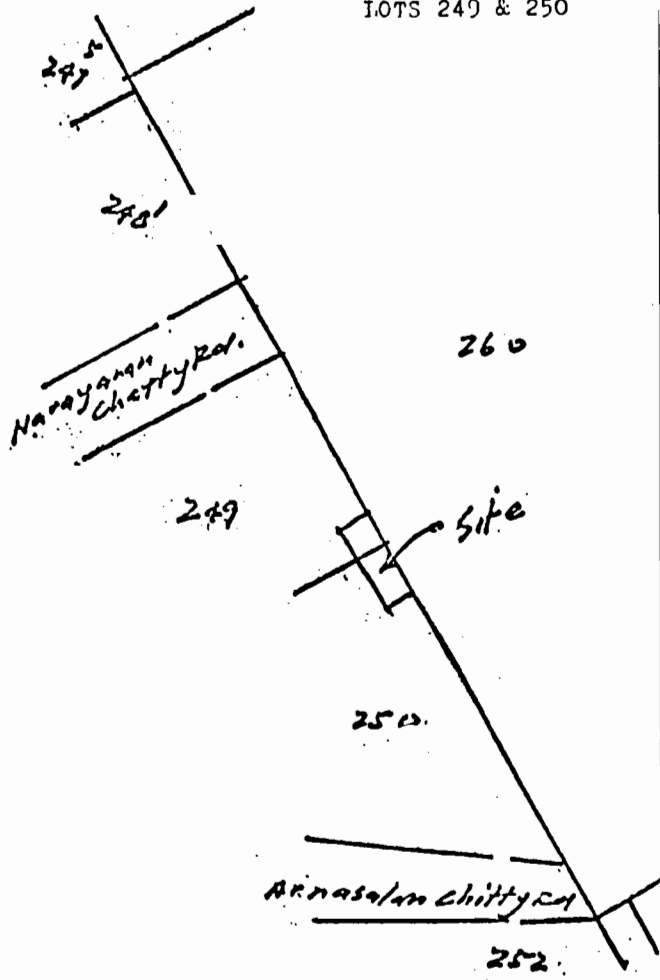
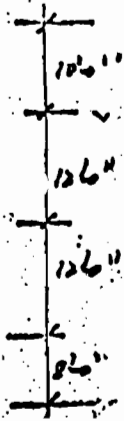
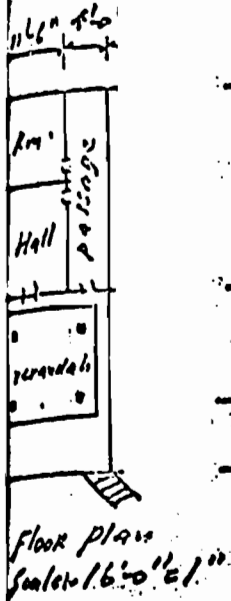
31.

1.15-B

SITE PLAN & SKETCH OF  
LOTS 249 & 250

Plaintiff's  
Exhibits

Exhibit P.15-B  
Site plan and  
Sketch of  
Lots 249 & 250



Repair  
Site plan & Sketch  
Lot 249 & 250 T.S. XX1  
Applicant, Goh Leng Kang  
16M, Narayanan Chetty Rd.  
Date of Completion 6/12/69  
C.B.S. 510 569/68

C.B.S. Dept.  
11/12/69



CDS. 500-56/69.

Plaintiff's  
Exhibits

AD/JK.

Chief Building Surveyor to Chief Assessors 19.12.69.

Ref: ~~Building house on Lot 219 & 250~~  
Mukim ~~...~~ situated at  
~~106, ...~~

Exhibit P.15-9  
Letter, CBS  
to Chief Assessor  
19th December  
1969

Please note that a temporary permit has been issued in respect of the above building, which was completed on ~~...~~

The Owner of the building is Mr. Goh Leng Keng  
of 106, ...

A copy each of the site and approved floor plan are attached herewith.

~~Please inform this department after a house number has been allotted.~~

encl:

*(Signature)*  
(S. C. Fong)

f. Ag. Chief Building Surveyor,  
Building Survey Division.

Despatched on 23 DEC 1969  
Posted on

ST NO  
NO. 4-1  
B

LETTER, TAN & TAN TO  
CHIEF BUILDING SURVEYOR

Plaintiff's  
Exhibits

25th July 1970

Exhibit P.15-10  
Letter, Tan & I  
to CBS  
25th July 1970



PT/L/T.7/67

The Chief Building Surveyor,  
National Development Building,  
Maxwell Road,  
Singapore.

Dear Sir,

Re: No.16-M, Narayanan Chitty Road.

We act for the owners of Lot 250 of Town Subdivision 21 at Arnasalam Chetty Road, who are in the course of developing the land.

There is a Chinese temple No.16M Narayanan Chitty Road situated on the adjacent Lot 249, part of which encroaches on our clients' said Lot 250. The temple is known as Sian Tian Keng ( 天 天 堂 ). There appears to be a caretaker in charge thereof by the name of Goh Leng Kang.

To enable our clients' development to proceed, our clients are contemplating action against Mr. Goh to remove the encroachment. In support of our clients' case, we require clarification as to the circumstances in which the temple came to be erected. We accordingly write to you for the following information :-

- (a) whether building plans for the temple were submitted to you and if so, the date thereof and the date of their approval;
- (b) do the passed plans (if any) include permission for the use of the land for residential purpose

Yours faithfully,

*[Handwritten signature]*

*[Handwritten notes and signatures]*  
by the (Name)  
long for this? ...  
29/7 28/7

F.15-11  
MINUTE SHEET

(11)

Plaintiff's  
Exhibits

Exhibit F.15-11  
Minute Sheet  
31st July 1970

*Handwritten mark*

Co(R)

do you have a file on this?

*Handwritten signature*  
31.7.70

H.10.

File nos. 56-560/68

Re-16M Narayan Chitney Ltd. H'd Pt.

*Handwritten signature*  
31/7/70

P. 15-12 35.

LETTER TO TAN & TAN

Building Survey Department,  
National Development Bldg.,  
(4th Floor), Maxwell Road,  
Singapore, 2.

5th August, 1970.

Plaintiff's  
Exhibits

Exhibit P.15-12  
letter, CBS to  
Tan & Tan  
5th August 1970

SWL/jk  
CBS 510-560/68.  
12550/68.

M/s. Tan & Tan,  
Nos. 4-A & 4-B, Raffles Place,  
Singapore, 1.

Dear Sirs,

Re: No. 16-M, Murayonan Chitty Road

With reference to your letter PT/L/1.7/67,  
of 25th July 1970, I am to inform you that this  
Division has no records of building plans submitted  
for the above structure.

Yours faithfully,



(Soon Woe Lam),  
S. Ag. Chief Building Surveyor.

Received on

Posted on

6 AUG 1970

LETTERS & CO.,  
ADVOCATES AND SOLICITORS.

36.

A BUREAU  
100, ROBINSON ROAD,  
SINGAPORE 1.

K. H. CHUNG  
JUDY H. H. LOH  
CHIA CHOON YANG  
"EMERSON" (SINGAPORE)

P15-13

LETTER CHUNG & CO. TO  
CHIEF BUILDING SURVEYOR

Handwritten notes and signatures in the top right corner.

TELEPHONE NO. 8723 (4 LINES)  
CABLES "ADVOCATON"

Plaintiff's Exhibits

YOUR REF: \_\_\_\_\_

OUR REF: KSC/EM/923/70

3rd February 1971.

The Chief Building Surveyor,  
Singapore.

Exhibit P15-13  
Letter, Chung  
& Co. to CBS  
3rd February  
1971

Dear Sir,

re: Land at Narayanan Chitty Road  
Lots 249 and 250 T.S. XXI

We act for the owners of the above land who are  
Mr. Teng Swee Lin and Mesdames Ong Tiap, Liew Choon Tee and  
Chew Guat Tee.

We are instructed that there is an encroachment upon  
our clients' land consisting of a plank and asbestos building  
used as a Chinese temple and a shed also of plank with asbestos  
roof.

We shall be obliged if you will advise us whether any  
plans have been submitted for the erection of either of these  
structures or for their repairs. If your answer to our inquiries  
is yes, could you kindly let us know of the dates of these plans  
and the dates of any approval given by you. If there were such  
plans, could you kindly let us have inspection of them.

The number of the Chinese temple we are given to understand  
is 16-M Narayanan Chitty Road. This number was allotted on the  
10th February 1968.

Please treat this matter as one of urgency.

Yours faithfully,

Handwritten signature of the sender.

Handwritten notes: "nice", "pls check & report.", "BS(u)", "4/2".



LETTER, CBS TO CHUNG & CO.

SAL/JK

CBS 510-560/68.  
Tel. 911211 Ext. 503.

Chief Building Surveyor's Department,  
National Development Building,  
4th Floor, Maxwell Road,  
Singapore, 2,  
Republic of Singapore.

5th July, 1971.

Messrs. Chung & Co.,  
Top Floor, Chow House,  
Robinson Road,  
Singapore, 1,  
Republic of Singapore.

Dear Sirs,

Re: Land at Hariyanan Chitty Road,  
Lots 249 and 250 T.S.XXI

I refer to your letter KSC/IE/923/70 dated  
3rd February 1971 in respect of the above subject.  
Permission to carry out essential repairs to the  
building, was given on 20th September 1968.  
However, this Department has no records of when  
the original building was erected.

Regret for the delay in replying as your  
letter had been misplaced.

Yours faithfully,



(Soon Wee Lam),  
S. Ag. Chief Building Surveyor.

Despatched on \_\_\_\_\_  
Posted on \_\_\_\_\_

- 7 JUL 1971

Plaintiff's  
Exhibits

Exhibit P.15-14  
Letter, CBS to  
Chung & Co.  
5th July 1971

P.15-15

LETTER, PLAINTIFFS TO CBS

Plaintiff's  
ExhibitsRECEIVED

5th August, 1971.

Exhibit P15-15  
Letter, Plaintiff  
to CBS  
5th August 1971

The Chief Building Surveyor,  
Chief Building Surveyor's Department,  
National Development Building,  
7th Floor,  
Maxwell Road,  
Singapore.



Dear Sir,

re: Land at Harayonan Chitty Road,  
Lots 249 and 250 T.S. XXI

We are the owners of Lots 249 and 250 of  
Town Subdivision XXI.

Recently, a large warehouse has been constructed on Lot 250 of Town Subdivision XXI. For the purpose of construction and erection of the said warehouse according to passed plans, excavations and earth removals had to be carried out.

It is alleged by Goh Leng Kang, an occupier of a plank and asbestos shed and storehouse adjacent to the said warehouse that his shed and storehouse are without partial support and in danger of collapse. This shed is being used as a temple and visited by members of the public. It is built on Lot 250 of Town Subdivision XXI which also belongs to us and the shed and storehouse constitute an encroachment upon our land.

An action in the High Court has been commenced by us against the said Goh Leng Kang for recovery of the said shed.

The purpose of this letter is to inquire if in fact the shed and storehouse are in danger of collapse and the floors and main supports of the shed and storehouse are in disrepair. If so, they constitute a danger to the public and also to our warehouse.

If, as alleged by the said Goh Leng Kang that the shed and storehouse are in danger of collapse, would you

kindly consider his allegation and whether they should be condemned as being unsafe for public use and occupation.

Plaintiff's Exhibits

Yours faithfully,

Exhibit P15-15  
Letter, Plaintiff  
to CBS  
5th August 1971  
(continued)



丁孝福

.....  
Tong Swee Lin

叶中岳

.....  
Madam Ong Tiap

.....  
Madam Liew Choon Tee

.....  
Madam Chev Guat Tee



REGISTERED

40.

R Singapore E  
No 8273



Plaintiff's Exhibits

The Chief Building Surveyor

Chief Building Surveyor's Dept.

National Development

4th Floor

Marwell Road

Singapore.



Exhibit P15-15  
Letter,  
Plaintiff to  
CBS  
5th August 1971  
(continued)

P15-16

LETTER, CBS TO PLAINTIFFS

SMZ/JK  
CBS 510-560/68.  
Tel.911211 Ext.503

Plaintiffs'  
Exhibits

Chief Building Surveyor's Department,  
National Development Building,  
4th Floor, Maxwell Road,  
Singapore, 2.  
Republic of Singapore.

Exhibit P15-16  
Letter, CBS to  
Plaintiffs  
25th August 1971

25th August, 1971.

Mr. Teng Swee Lin and Co-owners,  
c/o M/s. Hock Lam & Co.,  
141-143, New Bridge Road,  
Singapore, 1.  
Republic of Singapore.

Dear Sirs,

Re: Land at Narayanan Chitty Road  
Lots 249 and 250 T.S.XXI

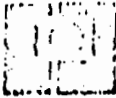
I refer to your letter of 5th August 1971.

Site inspection showed that the building components of the temple building is in a good condition. Furthermore, your architect has been requested to take immediate preventive measures against soil erosion which may undermine the foundation of the temple building which is sitting on top of the vertical cliff formed by the excavation work for your warehouse project on Lot 250.

This Department will not take action to condemn the building.

Yours faithfully,

(Soon Wee Lam),  
f. Ag. Chief Building Surveyor



LETTER, ONG TECK JOON TO TENG BOON LOH

510 (HIN) WIL ROAD TUNG FONG BUILDING (IMP BLDG) SINGAPORE

Plaintiffs Exhibits

OUR REF 69/13

29th September, 1971.

Exhibit P15-17 Letter, Ong Teck Joon to Teng Boon Loh 29th September 1971

Mr. Teng Boon Loh, N/S. Heek Lam & Company, 141-143, New Bridge Road, Singapore 1.

Registered Mail



Dear Sir,

Re: Shoring of cliff beneath the temple building on lot 250, T.S. XXI at Annaliam Ghetto Road, Singapore.

Reference to our letter to you dated 31st. ultimo enclosing a photocopy of the letter from the Chief Building Surveyor's Department re the above.

We wish to inform you that we are legally responsible for the safety of all structures within and around the above site.

The Engineer, M/s. T.H. Gnah & Associates had already issued a sketch to the Contractor, M/s. Lim Chin Yok Co. (Pte) Ltd. to brace the excavated cliff. A copy of the sketch was also sent to you directly.

Not only our many attempts, including the latest letter dated 24th instant, drew no response from you to take action to ensure safety to the temple building and its contents therein, we were in fact verbally instructed by you not to proceed with the shoring.

Should we not hear from you by the 2nd of October, 1971 giving us an explicit instruction to proceed with the shoring of the cliff beneath the temple building, the cost of which must be borne by you, we shall hold you responsible for any eventualities.

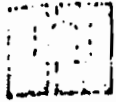
Yours faithfully,

*Handwritten signature*

C.C. Mr. Soon Yee Lam - C.B.S.  
C.C. Mr. T.H. Gnah.  
C.C. Mr. Lim Chin Yok.  
ONG TECK JOON - BARCH INTRE HIA, ARABA, ARATA, ANISTRUCIT  
ONG TEE KION - BARCH INTRE HIA, ARABA, ARATA, ANISTRUCIT  
ONG WEE LIANG - DIPARCH, PERMIT  
MIIAS DIN KASTIRI - DIPARCH, BARCH INTRE ARABA, ASSOCIATED IN KUALA LUMPUR

otj/suc.

*Handwritten notes:* 122, info, 1 up, 4/10



ONG TECK JOON CHIAI P.15-18  
LETTER, ONG TECK JOON  
TO T.H. CHUAH & ASSOCIATES  
178 LANG KAT LANE SINGAPORE (2ND FLOOR) SINGAPORE

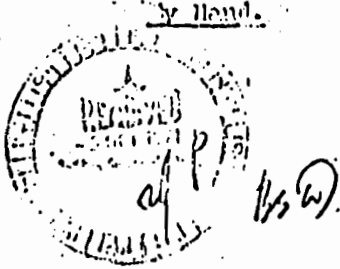
Plaintiff's Exhibits

OUR REF: 69/13

2nd October, 1971

Exhibit P.15-18  
Letter, Ong Teck Joon to T.H. Chua & Associates  
2nd October 1971

1/5, T.H. Chua & Associates,  
No. 501-3, Tong Hoan Building,  
2, George Street,  
Singapore 1.



Dear Sir,

Re: Shoring of the temple building,  
Ammanalan Chetty Road.

Our client, Mr. Teng Boon Loh informed our office to-day that he has spoken to you re the above.

You are purported to state that the excavated cliff with the temple building on top is in perfectly safe condition and therefore no shoring to the cliff is required.\*

Could you please confirm the above statement in written so that we can advise the Chief Building Surveyor of your expert opinion accordingly.

Enclosed is a photocopy of the Chief Building Surveyor's letter dated 26th August, 1971 for your perusal.

We would appreciate an immediate reply.

Yours faithfully,

ONG TECK JOON, B. ARCH (SING), B. ARCH (MAL), ARCH. ASSOC. MALAYA, ASSOCIATED ARCHITECTS

70(E 2)  
f. i. v. chh  
put: v. discussion  
①  
JTC

encl:

c.c. Mr. Soon Wee Lim - C.B.S.  
c.c. Mr. Teng Boon Loh.

obj/soc.

ONG TECK JOON - B. ARCH (SING), B. ARCH (MAL), ARCH. ASSOC. MALAYA, ASSOCIATED ARCHITECTS  
CHUAN WEE LIANG - DIP ARCH, PERMIT.  
NURSI DAN KERTUHI - DIP ARCH, B. ARCH (SING), ARCH. ASSOCIATED IN KUALA LUMPUR

P. 15-19  
LETTER ONG TECK JOON TO T.H. CHUAH & ASSOCIATES  
CHARTERED ARCHITECTS

ONG TECK JOON

40, JOHNSON ROAD, TONG HOA BUILDING (2ND FLOOR) SINGAPORE 3 TELEPHONE 91520 (2 LINES)

Plaintiffs  
Exhibits

OUR REF: 69/13

28th December, 1971.

Exhibit P15-19  
Letter, Ong Teck  
Joon to T.H.  
Chuah & Associates  
28th December  
1971

M/s. T.H. Chuah & Associates,  
501-3, Kong Hoa Building,  
2, George Street,  
Singapore 1.



Dear Sirs,

Re: 4-storey warehouse for M/s. Hock  
Lam & Co. on lot 250, T.S. XXI,  
Arnasalam Chetty Road (land slides  
and erosion of soil at boundaries)

We enclose two photo copied letters from the Chief Building  
Surveyor and Messrs. James Ferric & Partners, dated 20th  
December, 1971 and 13th November, 1971 respectively for your  
perusal and attention.

The contents of the letters are self-explanatory.

Your kind and early recommendations for a remedy to the above  
matter is greatly appreciated.

Thanking you.

Yours faithfully,

Chuan Wee Liang,  
Assistant Architect

encl:

- c.c. Mr. Soon Wee Nam - C.B.S.
- c.c. M/s. Hock Lam & Company,
- c.c. Hokkien Huay Kuan - c/o. Mr. Soon Peng Yam
- c.c. The principal, Nan Chiau Girls' High Sch.
- c.c. M/s. James Ferric & Partners.
- MR. SOON WEE LIANG - BARCH. (HONOR. MEMBER), ARCHITECTS ASSOCIATION OF SINGAPORE.
- MR. CHUAN WEE LIANG - DIP. ARCH. (HONOR. MEMBER), ARCHITECTS ASSOCIATION OF SINGAPORE.
- MR. SOON WEE LIANG - DIP. ARCH. (HONOR. MEMBER), ARCHITECTS ASSOCIATION OF SINGAPORE.

owl/soc.



45.  
P.15-20.  
LETTER, ONG TECK JOON TO CHIEF BUILDING SURVEYORS  
ONG TECK JOON CHARTERED ARCHITECTS

220 CANN STREET ROAD, SINGAPORE (2ND FLOOR), SINGAPORE 3. TELEPHONE 45216 (2 LINES).

Plaintiffs  
Exhibit

OUR REF 69/13

28th December, 1971.

Exhibit P.15-20  
Letter, Ong Teck  
Joon to CBS  
28th December 1971

Mr. Soon Wee Nam,  
Chief Building Surveyor,  
Building Surveyor Division  
National Development Building,  
Maxwell Road,  
Singapore 2.



Dear Sir,

Re: 4-storey warehouse for Messrs. Hock  
Lam & Company on lot 250, T.S. XXI,  
Arnasalam Chetty Road.

Your letter of 20th December, 1971 refers.

We wish to advise that our Engineer, T.H. Chuah & Associates  
has been informed to carry out an investigation at site. His  
recommendations for a remedy to the soil erosion at boundaries  
will be forwarded to you for record.

A prevention has been taken to stop land slides around the temple  
by providing timber shores to the embankment as recommended by  
our engineer, Mr. T.H. Chuah.

Yours faithfully,

Shuin Wee Liang,  
Assistant Architect.

c.c. M/s. T.H. Chuah & Associates  
c.c. M/s. Hock Lam & Company.

cwl/soc.

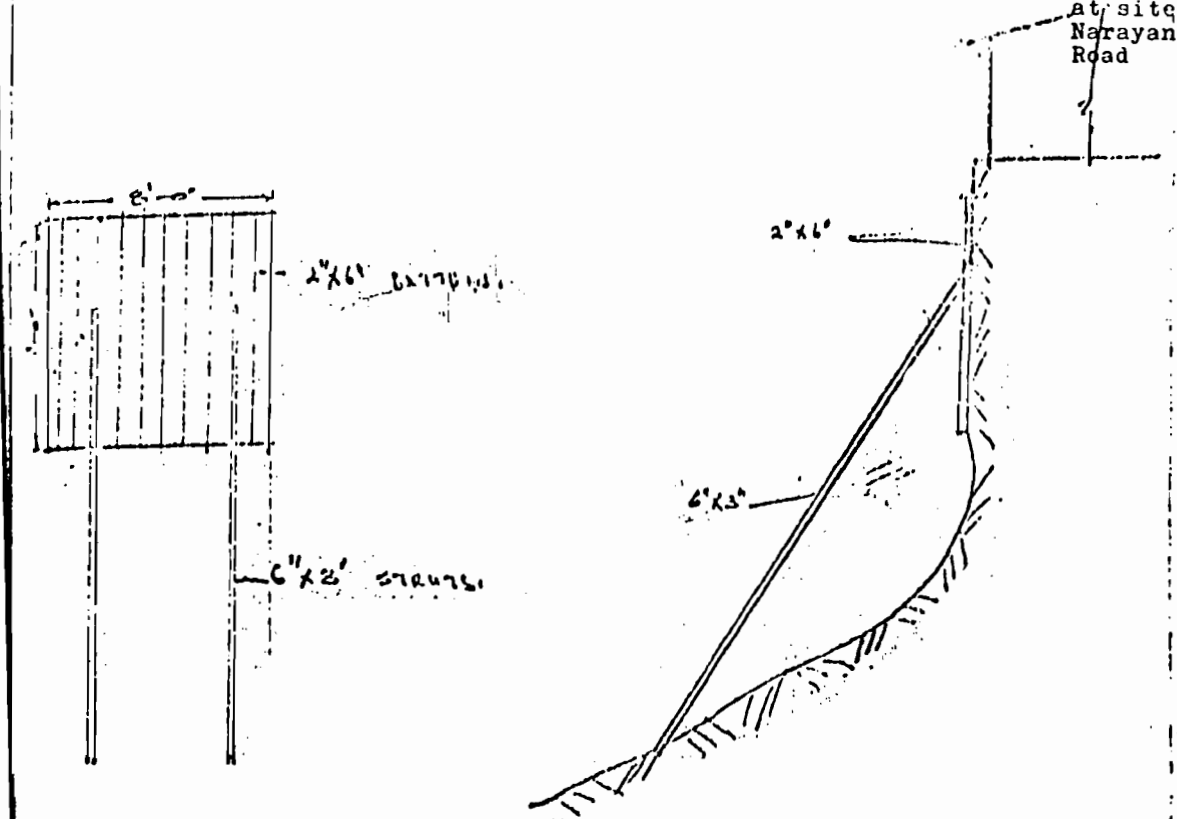
ONG TECK JOON - BARCH (MELB), MELB, ARAJA, ARAJA, ARASTRUCTE.  
CHUAN WEE LIANG - DIPARCH, F.M.A.I.  
KHAIB BIN KASTURI - DIPARCH, BARCH (MELB), ARAJA, ASSOCIATED IN KUALA LUMPUR.

P.15-21

SKETCH OF SHORING AT SITE OF  
16-M NARAYANAN CHETTY ROAD

Plaintiffs  
Exhibits

Exhibit P.15-21  
Sketch of Shoring  
At site of 16-M  
Narayanan Chetty  
Road



SECTION OF SHORING AT SIDE OF  
NO. 16-M NARAYANAN CHETTY ROAD.

LEE & LEE  
ADVOCATES & SOLICITORS  
MILITARY PUBLIC  
COMMISSIONERS FOR OATHS

LET SIM VIEW  
SVA GLOB CHIO  
S. B. CHAN

YOUR REFERENCE:

OUR REFERENCE:

CBS 570-560/68

LKC/NIC/108/72

P.15-22  
LETTER, LEE & LEE TO  
CBS

*P.O. Building, 6th Floor,  
Shenton Way,  
Singapore.*

TELEPHONE: 7447 (THRU 1100)  
CABLE ADDRESS: "KYLEOAL"

Plaintiffs  
Exhibits

Exhibit P.15-22  
Letter, Lee &  
Lee to CBS  
5th April 1972

*Goh Leng Kang*  
*Apply for plan to*  
*repair house*  
5th April, 1972.

The Chief Building Surveyor,  
National Development Building,  
4th Floor, Maxwell Road,  
Singapore, 2.

16-M



Dear Sir,

re: Land at Narayanan Chetty Road  
Lots 249 and 250 of T.S. XXI

We act for Mr. Teng Swee Lin and three others  
the owners of the abovementioned properties.

We refer you to your letter dated 5th July,  
1971 sent to our clients' former solicitors, Messrs.  
Chung & Co. Our clients' action against the trespasser  
Goh Leng Kang has been fixed for hearing on the 24th  
instant and we will be issuing a subpoena to be served  
on you to give evidence on behalf of our clients.

We shall be obliged if you will be kind  
enough to grant the writer and our Managing Clerk to  
interview the Building Inspector who took the measurement  
and inspected the site in question when an application  
was made to your department for general repairs and  
change of roof of No. 16-M Narayanan Chetty Road,  
Singapore.

An early reply will be much appreciated by  
us.

Yours faithfully,

*3 to*  
*Reply accordingly*  
*Wong Swee Lin v Goh Leng Kang*  
*in Court only as*  
*subpoena is issued*





Interviewed Mr. [unclear] Chain of [unclear]  
has + [unclear] regarding the application of  
gon [unclear] [unclear] in respect of suit No 965/71.

1-10 [unclear] sub-10 [unclear]

haman

Exhibit P.15-23  
Chief Building  
Surveyor's  
Minute Sheet  
Nos. 1-6

23

SIO (W),  
According to the Registrar record,  
for B.C.D SIO-560/68, was last marked  
B.S (W) 11/5/71. Several attempts had been  
made to trace said file but to date  
the Registrar is still unable to locate  
it.

12/1/72

COX  
The one above, could you assist by making further  
search. Could you also check the  
duplicates filed under it 11/5/71  
11/11/72  
The duplicate is to be done with the file transferred  
to file which was from lost at the time. 11/11/72.

MINUTE SHEET

Plaintiffs Exhibits

SHEET No. (1)

Ref: 5/0-560/68

Repair  
SUBJECT.....

Exhibit P.15-23  
Chief Building  
Surveyor's  
Minute Sheet  
Nos.1-6  
(continued)

LOCALITY: No.16M Narayanan Chitty Road

- 1. Letter dated 5/9/68 from Goh Leng Kang
- 2. Appl. form XL5
- 3. Certificate dated 6/2/68 from C.A.
- 4. A copy of site plan.
- 5. 2 copies of sketch plans.
- 6. P.U.B. receipt dated 21/8/69.

plank walls. No other alterations or additions will be carried out to the building. At present the premises is being used as a temple.

No records of any action taken on this building.

Sketch of the existing building as in encl(5). forwarded for your consideration pl.

signed  
10/9/68

Sl  
signed  
6/9/68

B1  
Is sketch plan encl(5) a complete record of the existing building?

If so, put up the std. permission letter for change of roof and repair only pl.

16/9/68

Ag.STO  
Encl (2) referred.  
This is an application to repair the existing building. The repair will consist of changing the existing C.A. roof with new sheets and renewing the

(7) Memo to Mr. Goh Leng Kang  
Att.  
Ag-5W

above memo referred  
The existing building stand as in encl (5)

Encl(7) for your signature pl.

18/9/68.

50.  
P.15-23  
CHIEF BUILDING SURVEYOR'S MINUTE SHEET NOS.1-6  
MINUTE SHEET

Plaintiffs  
Exhibits

SUBJECT:.....

Exhibit P.15-23  
Chief Building  
Surveyor's  
Minute Sheet  
Nos.1-6  
(continued)

LOCALITY:.....

D/C

Encl(2) for despatch  
enclosing one copy of  
encl(5)

20/9/68

(7) Letter dated 20/9/68 to  
Goh Leng Kang.

WL.

Referred pl.

9/12/68

STO(w)

It. inspection with  
B/l Wan Hashim on 5.12.69  
and found work completed  
in order please.

6/12/69

IM

Att. sketches pl.

8/12/69

STO(D)

Encl.(8) your  
action pl.

16/12/69

H/O Typist

In std. letter to C/A pl.

17/12/69

DG

sgd. 22/12/69

(9) Min. dated 19/12/69 to  
C. Ass  
STO (W)

Referred for your  
discretion pl.

23/12/69

CO

signed 24/12/69

CBS(w)

Ref. (10) shall I  
ask for search fee, please?

51.  
P.15-2J  
CHIEF BUILDING SURVEYOR'S  
MINUTE SHEET NOS.1-6

MINUTE SHEET

Plaintiffs  
Exhibits

SHEET NO.

Ref:

Subject.....

Exhibit P.15-2J  
Chief Building  
Surveyor's  
Minute Sheet  
Nos. 1-6  
(continued)

LOCALITY.....

HEO

I have spoken to ABS  
Mr. Leong today who advise  
me that as far as he knows,  
no search fees are required  
where there is no record of  
the case in question. As  
such I presume that this  
ruling still stands.

3/8/70

requested at (10)  
since we already have  
this file on the premises  
in question.

If the information  
wanted is not to be found  
in this file, could you  
please reply (10)  
accordingly.

4/8/70

MBS

Your statement above is  
correct. CBS has ruled that  
we do not charge any fee  
if we do not have the  
relevant records to furnish  
the information requested.

However I referred the  
file to you as per my  
minute dated 31.7.70 as I  
am not sure whether we are  
able to supply the information

typist  
Apds. pl.

5/8/70

(12) Letter dd 5/8/70 to Tan &  
Tan.

Co.(R)

KIV six mths. pl.

7/8

ABS (W)

As requested, file  
forwarded herewith pl.

28/9/70

CHIEF BUILDING SURVEYOR'S MINUTE SHEET NOS.1-6  
MINUTE SHEET

0.15 - 23

File Ref.No.....

Sheet No.....4.....

Plaintiffs  
Exhibits

Exhibit P.15-23  
Chief Building  
Surveyor's  
Minute Sheet  
Nos.1-6  
(continued)

(13) Letter from Chung & Co dated 3/2/71

BS(w)

Encl (13) referred. This letter was mislead  
and I only come across it yesterday.

The premises in question is a temple and  
permission was given to carry out repairs. Work was  
completed as in encl.(5)

Encl (12) referred for your information pl.

25/6/71

(14) Letter dated 5/7/71 to Chung & Co.

TO(E2)

Encl (14) for information of further development.

13/7

(15) Letter dated 5/8/71 from Teng Swee Lin, Mdm. Ong  
Tiap, Mdm Liew Choon Tee and Mdm. Chiew Guat Tee.

BS(w)

Encl. (15) referred pl.

11/8/71

TO (E2)

Pl investigate into (15)

12/8

MINUTE SHEET

53. P.15-23  
CHIEF BUILDING SURVEYOR'S  
MINUTE SHEET NOS.1-6

Minutes +1  
Exhibits

Sheet No.....

File Ref:....., 41

Exhibit P.15-23  
Chief Building  
Surveyor's  
Minute Sheet  
Nos.1-6  
(continued)

BS (w)

Encl(15) referred. We have inspected the  
site together this a.m.

B.P. for the warehouse is attached herewith pl.

17/8/71

(16) Letter dated 25/8/71 to Teng Swee Lin and  
Co-Owners.

TO(E2)

Encl (16) for information and reinspect site in  
another week's time.

2/9

(17) Letter dated 29/9/71 from Ong Teck Joon.

Spoken to B.S.(w) this p.m. Site was inspected  
in the morning and found no scoring had been put up to  
prevent soil erosion as requested in letter (16).

To reinspect site in a week's time.

4/10/71

(18) Letter dated 2/10/71 from Ong Teck Joon.

54.

CHIEF BUILDING SURVEYOR'S MINUTE SHEET NOS. 1-6  
P.15-23

Minute Paper No.....

Sheet No..(6).....

Plaintiffs  
Exhibits

BS (w)

Encl (17) and (18) referred. On inspection this a.m.  
I found that a timber storing had been put up to prevent  
soil erosion just below the temple pl.

Exhibit P.15-23  
Chief Building  
Surveyor's  
Minute Sheet  
Nos.1-6  
(continued)

26/10/71

E  
TO(2)

Put up a sketch showing the mode of storing and  
sizes of materials used.

4/11

N.B. To write to Arch. to give <sup>2</sup>certification on skility.

4/11

File taken from former A. T. Jattar on 11/2/72

To put up sketch of storing

11/3/72

Spoken to BS Mr. Soon Wee Lam this a.m.  
and to put up sketch and refer site to H(PEA).

17/4/72

House No. 16M, NAGARAJAN CHITTY RD.  
 Description Temporary Structure T.P.NO./C.B

55. P.16  
 PROPERTY TAX DEPARTMENT  
 REPORT

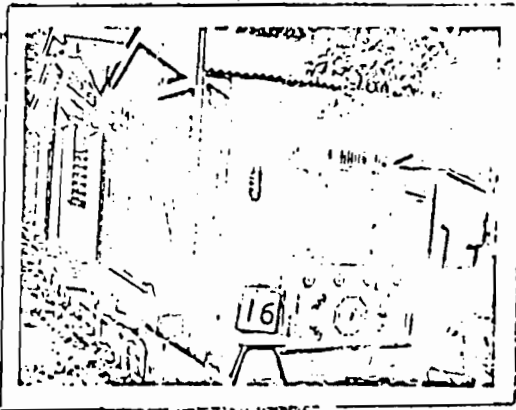
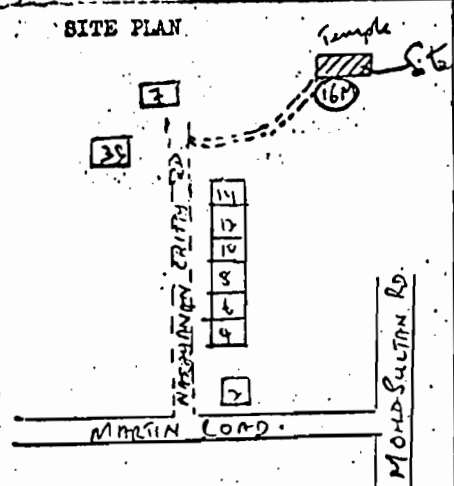
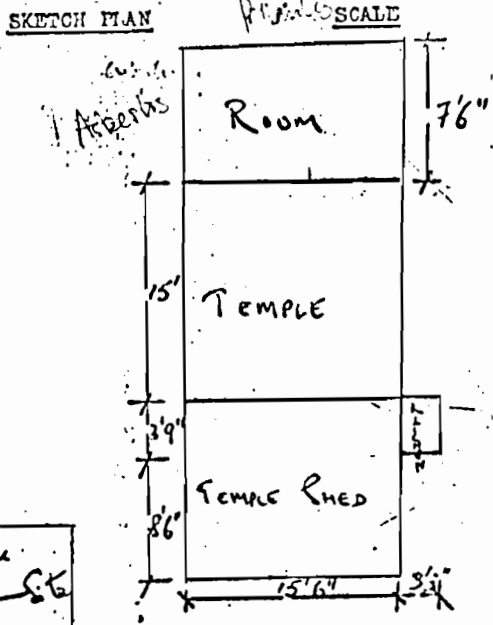
Plaintiff's  
 Exhibits

Mukim \_\_\_\_\_ Lot No. \_\_\_\_\_ Owner \_\_\_\_\_

Exhibit P.16  
 Property Tax  
 Department's  
 Report

Land Area \_\_\_\_\_ Land Owner \_\_\_\_\_ Address \_\_\_\_\_

OR/QR \_\_\_\_\_  
 Roof: Asbestos  
 Ceiling: NIL  
 Walls: Asbestos & Ply Panels  
 Floors: Cement  
 Date Built/  
 Rebuilt \_\_\_\_\_  
 W/S/Electricity: Average  
 Access: Man Up  
 Date Inspected: 12/11/68  
 By Whom: V. Manu



AREA CALCULATIONS


REMARKS

• As per

SUPREME COURT,  
 SINGAPORE.  
 EXHIBIT P.16  
 in S.983/71  
 Date 25/4/72  
 Registrar.

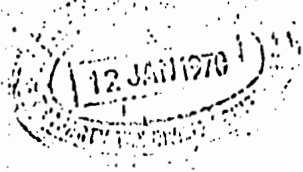


56.  
P.17

LETTER, GOH LENG KANG TO  
PROPERTY TAX DIVISION

MRS. GOH LENG KANG  
16M, Narayanan Chitty Road,  
Singapore, 9.

10th January, 1970



Plaintiffs  
Exhibits

Exhibit P.17  
Letter, Goh  
Leng Kang to  
Property Tax  
Department  
10th January  
1970

SUPREME COURT  
SINGAPORE  
EXHIBIT P.17  
No 598/70  
Date 25/1/70

The Chief Assessor,  
Property Tax Division,  
Inland Revenue Department,  
Government Offices,  
St. Andrew's Road,  
Singapore, 6.

Dear Sir,

In reply to your property tax return form dated 31st December, 1969, I have the pleasure to inform you that the premises occupied by me is being used as a temple.

For your information, I started this temple at the said premises for nearly 20 years, and during such period, no rent or whatsoever payments have been made by me to the owner.

Recently a house number has been allotted to me, and the said premises had been renovated with electricity and water supplies installed. All those expenses incurred were donated by worshippers who frequent this temple. I have also to stress that this premises is solely used as a temple for religion purposes, and not as a residence.

I hereby declare that the information given herein by me is true.

Yours faithfully,

(GOH LENG KANG)

*is a temple  
you - a - please  
25/1/70*

*ll.l. II*

*T/R issued as requested. Letter above referred  
for your info. pl.*

*and this is just among  
25/1/70*

*19/1/70*

P. 18  
CITIZENSHIP APPLICATION

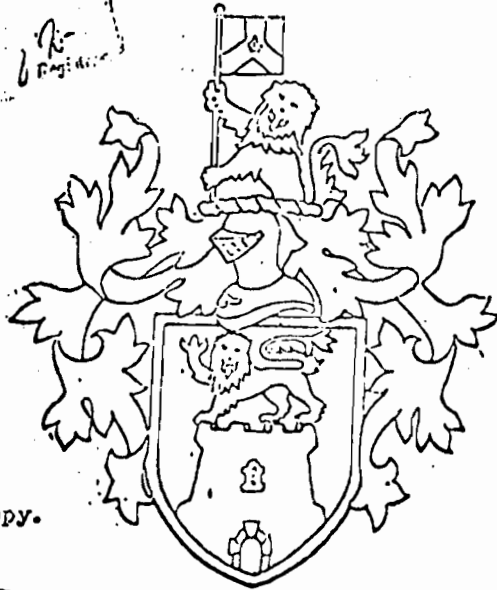
SINGAPORE CITIZENSHIP ORDINANCE, 1957  
THE SINGAPORE CITIZENSHIP (INITIAL) REGISTRATION RULES, 1957  
(Rule 5 (2))

Plaintiff's  
Exhibits

Exhibit P.18  
Citizenship  
Application  
9th November 1957

APPLICATION BY A PERSON WHO IS A SUBJECT  
OR CITIZEN OF A FOREIGN COUNTRY  
TO BE REGISTERED AS A CITIZEN OF SINGAPORE

SUPREME COURT  
SINGAPORE  
EXHIBIT P/18  
05/9/63/71  
26/4/72



Certified True Copy.

(John Leong)  
Registrar of Citizens  
Singapore.  
22.4.1972.

FOR OFFICIAL USE


Form B

Application by a person who is a subject or citizen of a foreign country to become a citizen of Singapore by registration (Section 9)

Plaintiff's Exhibits

Exhibit P.18  
Citizenship Application  
9th November 1957  
(continued)

My name is COH LING KONG  
*(here write your name as in your Identity Card)*

If you are Chinese write your Sui and name in Chinese characters \_\_\_\_\_

I am a \_\_\_\_\_  
*(write whether you are a man or a woman)*

My Identity Card number and numbers are S R 01433

I was not born in Singapore, Malaya or any part of the Commonwealth.

(a) I began to reside in Singapore before 1st November, 1949 and

(b) I have not been away from Singapore for more than six months altogether between 1st November, 1949 and 1st November, 1957

OR

(a) Nil  
*If you have been away from Singapore for more than six months altogether between 1st November, 1949 and 1st November, 1957, please give the dates, periods, countries visited and reasons for your absences*

Nil  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I have passed my twenty-first birthday and I was born on 9 day 6 month 1920 year.  
*(write the date of your birth here)*

I was born in a foreign country China  
*(write the name of the foreign country where you were born such as China, Indonesia, Burma, the Philippines, Vietnam, Thailand, United States of America, Formosa, Japan or the other foreign country in which you were born)*

My occupation is Business

The name of my employer is Nil

I am living at 15, Lathmuang Chitty Road,  
*(write number and name of street here)*

SINGAPORE 3  
*(write postal district number here)*

I am fully capable of looking after my own affairs.

Character. Nil  
Nil  
Nil

*(Here record any periods you have spent in prison or have been detained under the Emergency Regulations, 1948 or the Preservation of Public Security Ordinance, 1955)*

I hereby apply to be registered as a Citizen of Singapore.

I am prepared to take the oath of renunciation, allegiance and loyalty on page 3 opposite.

I solemnly and sincerely declare that the above statements are true in every particular. I understand that if any material particular is false I shall be liable to punishment on conviction.

9 day November month 1957 year.  
*(Write the date of your application here)*

(Signature) (S. S. S.)

*(The applicant must either sign his name or have it signed for him)*

022090

Plaintiffs  
Exhibits

THE SINGAPORE CITIZENSHIP ORDINANCE, 1957  
(Section 19)

Exhibit P.18  
Citizenship  
Application  
9th November  
1957  
(continued)

OATH OF RENUNCIATION, ALLEGIANCE AND LOYALTY

GOH LENG HONG do swear  
*(here the applicant's name should be written in full as in his Identity Card)*  
that I will not exercise the rights, powers and privileges to which I may be entitled by reason of  
foreign nationality or citizenship, and that I absolutely and entirely renounce all loyalty to any foreign  
country or State or Country and I GOH LENG HONG do further  
*(write the same name again)*  
swear (or affirm) that I will be faithful and bear true allegiance to Her Majesty Queen Elizabeth the Second,  
Her Heirs and Successors according to law and to Her Majesty's Representative in Singapore and that I will  
obey the laws of, and be a true, loyal and faithful citizen of Singapore.

(THE SIGNATURE) (R.T.P.)

*This space is for the applicant to sign in or make his mark  
in only when he actually appears before the Registrar of  
Citizens.*

Made and subscribed before me,

REGISTRAR OF CITIZENS

9.11.1957

Singapore.

Registrar of Citizens,  
Singapore.  
By authority of the Minister.

## CHARGE, MAGISTRATES' COURTS

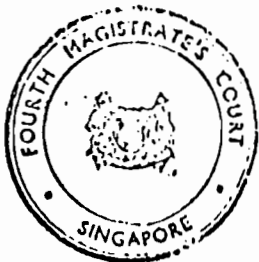
COPYPlaintiffs  
ExhibitsCOPY OF EXHIBIT P1 IN FOURTH MAGISTRATE'S COURT CASE NO. 297/56Exhibit P.19  
Charge, Magistrate  
Courts  
1st March 1956CRIMINAL PROCEDURE CODE (CHAPTER 21), SECTION 151 (1)  
CHARGE

439.

You Goh Long Kang (NRIC SRRR 01433 of 15 Maturaman Chitty Road 4/36 years) are charged that you, on or about the 1st day of March 1956 at 5.30 p.m. at an unnumbered hut at Martin Road Singapore, did have in your possession prepared opium, to wit, a needle tipped with chandu, and 8 pellets of chandu and that you have thereby committed an offence punishable under section 9(1)(b) of Ord. 7/51.

2nd charge. That you on the same date, time and place, did have in your possession, utensils for the purpose of smoking opium, to wit, an opium pipe, a lamp, a rag and some tools, and that you have thereby committed an offence punishable under section 10(2)(a) of Ord. 7/51.

Sd: X X X Insp.  
1.3.56 D. Ayadurai.



TRUE COPY.

*[Signature]*  
Magistrate

10 DEC 1970

P.20

LETTER, CHUNG & CO. TO MAGISTRATES  
COURTPlaintiffs  
ExhibitsExhibit P.20  
Letter, Chung  
& Co. to Magistrates  
Court  
31st December 1970

KSC/JT/TL/ET/923/70

31st December 1970.

His Honour,  
The Magistrate,  
Criminal District and Magistrates' Court,  
Singapore.

Dear Sir,

re: Case No. 297-Goh Leng Kang  
Land at Narayann Chitty Road,  
Lot 250 of Mk. XXIWe refer to your Memorandum dated 14th December  
1970 and to the copy of the Charge supplied by you in Fourth  
Magistrate's Court case No.297 of 1956.We shall be glad if you will let us have the following  
further information from the records in your possession namely:-

- 1) The date of the hearing of the case against  
Goh Leng Kang under Section 151 of the Criminal  
Procedure Code;
- 2) Whether Goh Leng Kang was convicted of the said  
charge;
- 3) If he was convicted please let us know the date  
of such conviction and
- 4) If he was convicted what was the sentence imposed  
on him and if he was sentenced to prison please  
let us know the period for which he was sentenced  
and the date from which the sentence ran.

We shall be glad to have your early reply.

Yours faithfully,

62.

P.21

LETTER, MAGISTRATES' COURTS  
TO CHUNG & CO.

D.F.M. 30-W 1966

CRIMINAL DISTRICT AND  
MAGISTRATES' COURTS,  
SOUTH BRIDGE ROAD,  
SINGAPORE I..

Mag. S. 4/66.

Date: 7.1.71

Messrs. Chung & Co.,  
Advocates & Solicitors,  
top floor, Chow House,  
Robinson Road,  
Singapore.



Gentlemen,

Re: Case No. 297 - Goh Leng Kang etc

I acknowledge receipt of your letter,  
ref. KSC/JT/TL/FT/923/70 dated 31.12.70.

The replies to your questions are as  
follows:-

1. 7.6.56
2. Yea
3. 7.7.56
4. Sentences to O.T.C. for 12 months.

Yours faithfully,

  
(Randhir Singh),  
HIGHER EXECUTIVE OFFICER.

Plaintiffs  
Exhibits

Exhibit P.21  
Letter, Magistrate  
Courts to Chung  
& Co.  
7th January 1971



RECEIPT FROM NAN CHIAU GIRLS' SCHOOL  
UNITED NATIONAL FINANCE BERHAD  
(Incorporated in Singapore with limited liability)  
Wholly owned subsidiary of United National Banking Corporation Limited  
Singapore Branch 64, South Bridge Road, Singapore, 1. Telephone 0727142 (lines)

22 OCT 1968

Plaintiffs  
Exhibits

Exhibit P.23  
Receipt from  
Nan Chiau Girls'  
School  
22nd October 1968

Received from the above,  
Co; one set of keys in duplicate  
for the gate at the vacant ground  
behind the school.

  
.....  
Supervisor  
Nan Chiau Girls' School  
Kim Yam Road  
Singapore.

SUPREME COURT,  
SINGAPORE.  
EXHIBIT P.23  
in S.963/71  
Date 28/4/72. Registrar.



64.

P.24

南僑女子學校  
LETTER, NAN CHIAU GIRLS' SCHOOL  
TO UNITED NATIONAL FINANCE BERHAD  
NAN CHIAU GIRLS'

No. 46, KIM YAM ROAD.

PHONE: 36480 370480  
SINGAPORE, S.

Plaintiffs  
Exhibits

Exhibit P.24  
Letter, Nan  
Chiau Girls'  
School to United  
National Finance  
Bhd.  
26th September  
1970

26-9-1970

Re: Keys for the gate at the vacant ground  
behind the school

To. United National Finance Berhad.  
64, South Bridge Road,  
Singapore (1)

Dear Manager,

Here are the two keys to be returned as requested.

Please acknowledge receipt.

Thank you.



Kam ah Siu

Principal.

Received as  
above. 29/9/70

P24

5.9.63/71

28/4/72

1 R

P.24A

LETTER, UNITED NATIONAL FINANCE  
BERHAD TO NAN CHIAU GIRLS' SCHOOL

Plaintiffs  
Exhibits

YLP/cuh: 12th Oct. 1970

Exhibit P.24A  
Letter, United  
National Finance  
Bhd. to Nan  
Chiau Girls'  
School  
12th October.1970

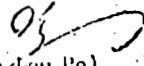
The Principal,  
Nan Chiau Girls' High School,  
46, Kim Yam Road,  
Singapore

Dear Sir,

Re: Keys for the gate at the  
vacant ground behind the  
school.

This serves to acknowledge the  
receipt of your letter dated 26th September  
1970, enclosing 2 keys to the door gate of  
Lot 249 at Marayan Chitty Road, for which  
we would like to express our thanks.

Yours faithfully,  
for UNITED NATIONAL FINANCE (S) LTD.

  
(Yap Joo Po)  
Manager.

RECORDED  
P.24A  
S.913/71  
28/1/72

P.25A

MINUTE OF COMPTROLLER OF PROPERTY TAX

SINGAPORE COURT  
 SINGAPORE.  
 EXHIBIT P25A  
 ic S.763/71  
 Date 27/8/72 f Registrar.

*Superior*

Plaintiffs Exhibits

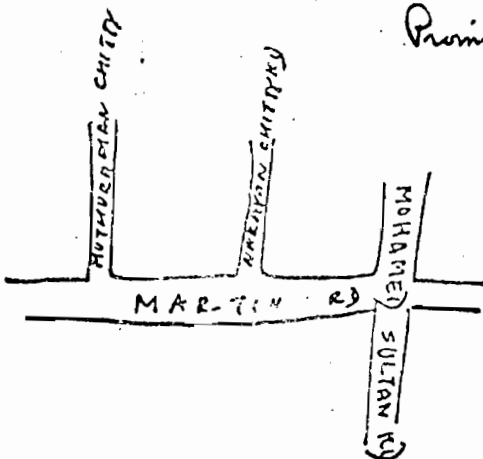
Exhibit P.25A  
Minute of Comptroller of Property Tax  
26th January 1968

Re: *Yoh Leng Kang*  
 0299747-G  
 17, Mutiaraman Chetty Rd.

The above occupier called and wishes to supply for a house number.

He claimed that neighbouring houses were allotted with numbers recently.

Promised to investigate.



*Wey*  
26/1/68

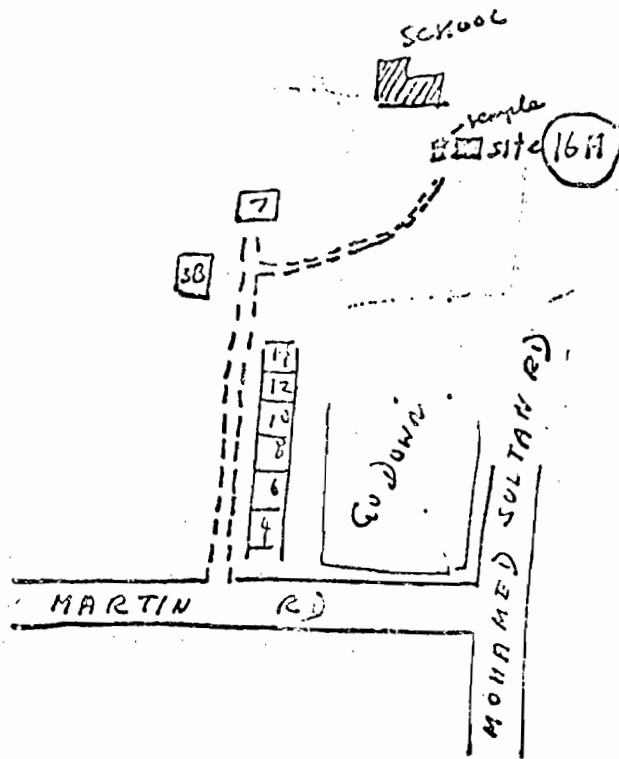
P.25B

ETCH PLAN

SUPREME COURT  
 DISTRICT OF COLUMBIA  
 CIVIL NO. 72-258  
 9-983/71  
 Date 17/8/72

Plaintiffs Exhibits

Exhibit P.25B Sketch Plan



1/1 (2.1)

68.  
P.25C  
APPLICATION FOR HOUSE NUMBER

SUPREME COURT.  
SINGAPORE.  
EXHIBIT P25C  
In 3963/71  
Date 17/8/72  
Registrar.

Plaintiffs  
Exhibits

Exhibit P.25C  
Application  
for House Number

Serial No.	Occupier	N.R.I.C. No.	Remarks
	<i>Yoh Leng Keng</i>	<i>0999747-G.</i>	<i>16M, Managanan Chilly Rd</i>
	<i>Managanan Chilly Rd</i>		

*Typist. 1 copy please. 17/8/72.*

Supervisor,

Attached is a list of proposed Nos. for the unnumbered houses which are affected by the removal of standpipes.

Plaintiffs Exhibits

In all there are ..... houses affected.

2. Site plan showing the location of the unnumbered houses is enclosed at ( 7A )

Exhibit P.25D  
Minute Sheet  
(Page 8)

SUPREME COURT.  
SINGAPORE.  
EXHIBIT P25D  
in 5963/71  
Date 17/5/72 / Registrar.

*Wec.*  
Signature of Numberer  
Date: 3/2/68

D.O.I.R.(P.T.),

Thro: Ag. Secretary,

Encl. ( 7 ) submitted for approval, please.

*J*  
Supervisor  
Date: 3/1/68

Approved. 5 FEB 1968

*J.D.C.I.R.(P.T.)*

E.O.(G)

*certificate for folio (B) prepared pt.*

*Mr. Kang,*

*Dec. 6/4/68*

*for fixing remaining certificates pt.*

E.O.(V)

*encl. 7A done and certificate issued pt.*

*Rushy*

*as above*

*Qsh/68.*

*Jus 7/2/68*

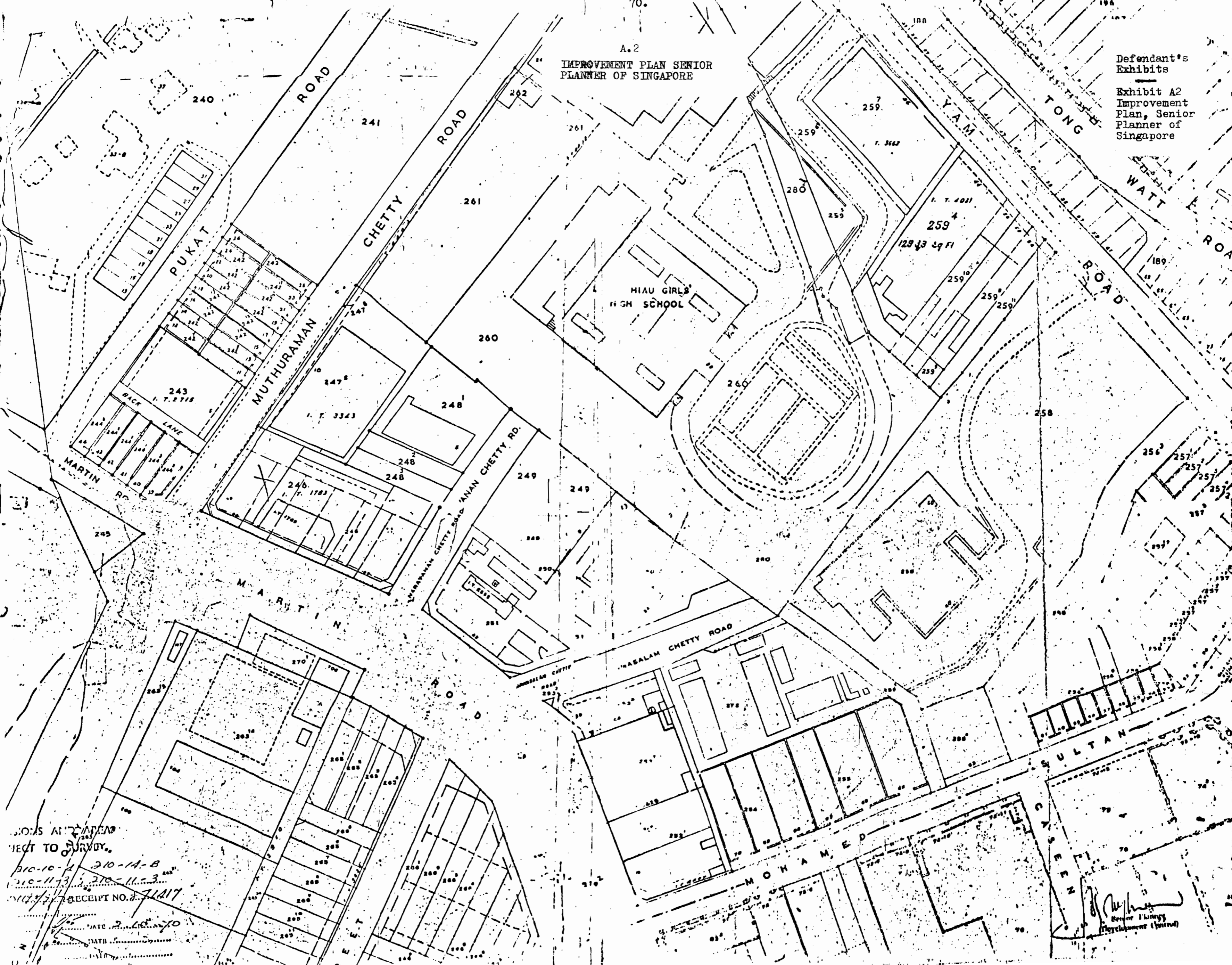
F.c

*Ref. encl. (7) pt. certificate & forward TF to E.O.V. for action of details.*

*Dec 1/4/68*

A.2  
IMPROVEMENT PLAN SENIOR  
PLANNER OF SINGAPORE

Defendant's  
Exhibits  
Exhibit A2  
Improvement  
Plan, Senior  
Planner of  
Singapore



WORKS AND AREAS  
SUBJECT TO SURVEY.  
210-10-A 210-14-B  
210-11-3 210-11-3  
RECEIPT NO. 71417  
DATE 2.6.70  
DATE

*[Signature]*  
Revenue Director  
(Singapore)

71.

A.3

LETTER, EBER & TAN TO OCCUPIER OF  
PORTION OF LAND BEHIND ROOM 14  
NO.22A ARNASALAM CHETTY ROAD

TAN & TAN  
Singapore

26th December, 1969.

Defendant's  
Exhibits

Our ref: KIT/RK-T.7/67

The Occupier of portion of land  
behind Room No. 14  
of House No. 22A Arnasalam Chetty Road,  
Singapore.

Exhibit A.3  
Letter,  
Eber & Tan  
to Occupier  
of portion of  
land behind  
Room 14  
No.22A  
Arnasalam  
Chetty Road  
26th Decem-  
ber 1969

Dear Sir,

re: No. 22A, Arnasalam Chetty Road

We are instructed by Mr. Teng Swee Lin and  
Mesdames Ong Tiap, Liew Choon Tee and Chew Guat Tee,  
the owners of the abovementioned property to write to  
you on the encroachment of portion of your property,  
on our client's property.

The encroachment is in connection with the  
back portion of our client's room No. 14 standing on  
the abovementioned property.

Our client would like your confirmation that  
you would remove the encroachment whenever our client  
requests you so to do. We shall be obliged if you  
will let us have your confirmation on this.

Yours faithfully,

sd: TAN & TAN  
.....



72.

A.4

LETTER, NG & NG TO TAN & TAN

NG & NG  
Singapore.

21st July 1970 .

Defendant's  
Exhibits

Your ref: MIT/RK-T.7/67  
Our ref: NWC/LT/272/70

Exhibit A.4  
Letter, Ng &  
Ng to Tan &  
21st July 19

Messrs. Tan & Tan,  
Singapore.

Dear Sirs,

re: No. 16H, Narayanan Chitty Road,

We act for Mr. Goh Leng Kang the occupier of the  
above premises.

Our client has been the occupier of the above  
premises for some 16 years and has been the keeper of the  
temple erected thereon for as long. We are instructed  
that the land known as No. 22A, Annasalam Chetty Road,  
Singapore, has been bought by your clients Mr. Teng Swee  
Lin and Mesdames Ong Tiap, Liew Choon Tee and Chew Guat  
Tee and that of late your clients' workmen have commenced  
construction work on the said land and have extended the  
work to out client's property. Your clients have alleged  
that part of our client's temple has encroached upon your  
clients' property and have threatened to remove part of  
the temple alleged to have encroached on your clients'  
said property.

Please note that if your clients proceed with the  
removal or in any way interfere with our client's temple,  
we have instructions to commence proceedings against your  
clients and apply for an Injunction to restrain your  
clients from so doing. We are to add that if there is any  
encroachment as alleged, which is not admitted, our client  
claims adverse possession of the portion alleged to be  
encroached upon by reason of his long possession thereof.

Yours faithfully,

sd: Ng & Ng  
.....

C.C.

Mr. Goh Leng Kang,  
No. 16-H, Narayanan Chitty Road,  
Singapore.

73.

A.5

LETTER, TAN & TAN TO NG & NG

TAN & TAN  
Singapore.

Defendant's  
Exhibits

Our ref: PT/ML/1.7/67  
Your ref: NSC/LT/272/70

18th August 1970.

Exhibit A.5

Letter, Tan & Tan  
to Ng & Ng  
18th August 1970

M/s Ng & Ng,

Dear Sirs,

No. 10-B Narayanan Chitty Road

We refer to your letter of the 21st July.

Our clients' representative has seen your and our instructions are that your client now confirms the encroachment and that he agrees to remove the same when called upon our clients so to do.

If this is correct we should be glad if you will obtain your client's signature to the attached acknowledgement for our clients' record.

Yours faithfully,

sd: Tan & Tan  
.....

Enc.

74.

A.6

LETTER, NG & NG TO TAN & TAN

NG & NG  
Singapore.

Defendant's  
Exhibits

Your ref: PT/M/T-7/67  
Our ref: KVC/L1/272/70

20th August 1970.

Exhibit A.6  
Letter, Ng & Ng  
to Tan & Tan  
20th August 197

Messrs. Tan & Tan,  
Singapore.

Dear Sirs,

re: No. 16-B, Narayanan Chitty Road

We are in receipt of your letter of the 18th  
August.

Our client does not admit the encroachment let  
alone confirm the same either to your clients or to  
their representative. Our instructions are that your  
clients have alleged that part of our client's temple  
encroaches upon their land.

We therefore return herewith your form of  
Acknowledgement, receipt of which please acknowledge.

Yours faithfully,

sd: Ng & Ng  
.....

encl:

b.c.  
Mr. Goh Leng Kang,  
No. 16B, Narayanan Chitty Road,  
Singapore.

We enclose copy of letter from Messrs.  
Tan & Tan for your attention.

75.

A.7

LETTER, NG & NG TO PLAINTIFFS

NG & NG  
Singapore

Our ref: NAC/TIC/KFF/272/70

2nd February 1971.

Defendant's  
Exhibits

A.P. REGISTERED

Mr. Ieng Swee Lin,  
No. 543, Ceylang Road,  
Singapore.

Madam Ong Tiap,  
No. 12-f (Block C),  
Kim Yam Road,  
Singapore.

Madam Liew Choon Tee,  
No. 12-A (Block C),  
Kim Yam Road,  
Singapore.

Madam Chew Guat Tee,  
No. 143-B, New Fridge Road,  
Singapore.

Exhibit A.7  
Letter from  
Ng & Ng to  
Plaintiffs  
2nd February  
1971

Dear Sir/Mesdames,

re: Part of Lots 249 and 250 T.S.XXI

We act for Mr. Goh Leng Kang of No. 104, Narayanan  
Chitty Road, Singapore.

We are instructed by our client that you have  
through your agents locked the entrance gate of lot 249 of  
T.S.XXI thereby depriving our client, his friends and vi-  
sitors access.

As you are aware our client has on the 27th August  
1970 made a Statutory Declaration of long possession of  
all that pieces of land edged red and blue on the plan  
attached to the said Statutory Declaration and which said  
pieces of land are comprised in part of lots 249 and 250  
T.S.XXI, and that this Statutory Declaration has been  
filed with the Commissioner of Lands, Singapore.

By virtue of our client's claim, the title in  
respect of the said pieces of land vests in our client  
and until satisfactorily proved to the contrary in the  
Court of law you have no right whatsoever in locking the  
said entrance gate.

We are now instructed by our client to, and do  
herely, demand of you to unlock the said entrance gate  
forthwith.

Yours faithfully,

Sd. Ng & Ng  
.....

c.c. Client

76.

A.8

LETTER, CHUNG & CO. TO NG & NG  
CLERK

CHUNG & CO.  
Singapore

Defendant's  
Exhibits

Your ref: N/C/LT/272/70  
Our ref: K/C/JT/WES/923/70

19th February 1971.

Exhibit A.8  
Letter, Chung  
& Co. to Ng & Ng  
19th February 19

Messrs. Ng & Ng,  
Singapore.

Dear Sirs,

re: No. 16-1, Narayanan Chitty Road

We now act for the owners Mr. Teng Swee Lin and  
Mardones Ong Tiao, Liew Choon Tee and Chew Guat Tee in the  
place of Messrs. Tan & Tan.

We are instructed to require your client to  
vacate the above premises No. 16-1 Narayanan Chitty Road  
within three (3) weeks from the date hereof. If he is  
prepared to demolish the said premises our clients will  
compensate him for the expenses of such demolition. If not,  
the demolition will be carried out by our clients after  
his removal from the said premises.

If he is not prepared to comply with this demand  
would you be good enough to advise us as soon as possible  
as we are instructed in that event to commence proceedings  
against your client for recovery of possession of that  
part of our clients' property which he has encroached upon.

Please let us know whether you have instructions  
to accept service on his behalf if proceedings are being  
brought.

Yours faithfully,

sd: Chung & Co.  
.....

b.c. Teng Boon Loh Esq.,  
Singapore.

LETTER, CHUNG &amp; CO. TO NG &amp; NG

CHUNG & CO.  
SINGAPOREDefendant's  
ExhibitsYour ref: KSC/LT/272/70.  
Our ref: KSC/HA/923/70

5th March 1971.

Exhibit A.9  
Letter from  
Chung & Co. to  
Ng & Ng  
5th March 1971

Dear Sirs,

re: No. 16-M Karayan Chitty Road

We thank you for your letter of the 1st instant on which we have taken our clients' instructions.

Our clients are unwilling to pay more than \$5,000.00 on the signing of the agreement to pay compensation to your client pending delivery up of possession. Accordingly, our present offer is as follows:-

- (1) On the signing of an agreement to deliver up possession of the land now occupied by your client not later than the 10th May next, our clients will pay your client the sum of \$5,000.00 and to you as stakeholders the sum of \$15,000.00
- (2) On the 1st May, our clients will pay to us or to you as stakeholders the further sum of \$20,000.00.
- (3) The entire sum of \$35,000.00 may be paid by you to your client if he delivers up possession as agreed on the 10th May next.
- (4) If possession is not delivered up on the 10th May next, your client is required to repay the sum of \$5,000.00 immediately to our clients and the sum of \$35,000.00 held by you as stakeholders will also be returned to us.

This offer holds good up to 4p.m. next Wednesday, the 10th instant.

Yours faithfully,

ad: Chung & Co.  
.....b.c. Teng boon Loh, Esq.  
Singapore.

78.

A.10

LETTER, CHUNG & CO. TO NG & NG

CHUNG & CO  
Singapore.

15th March 1971.

Defendant's  
Exhibits

Your ref: NWC/LT/272/70  
Our ref: KSC/RHS/923/70

Exhibit A.10  
Letter, Chung  
& Co. to Ng  
& Ng  
15th March 1971

Messrs. Ng & Ng,  
Singapore.

Dear Sirs,

re: No. 16-M, Narayanan Chitty Road

We thank you for your letter of the 9th instant.

We refer to the telephone conversation between your Mr. Ng Wing Cheong and the writer and we set out hereunder our clients' new offer as follows:-

- (1) On the signing of an agreement prepared by us for the delivery up of possession of the land now occupied by your client, our clients will pay to your client the sum of \$5,000.00 and to you as stakeholders the sum of \$15,000.00 pending delivery of possession.
- (2) Your client will execute any further document to vest in our clients such interest he may have in the land now occupied by him.
- (3) On the 1st May 1971 our clients will pay to us as stakeholders the sum of \$20,000.00 pending delivery of possession of the land occupied by your client.
- (4) Your client will deliver up possession of the land occupied by him not later than the 31st May 1971 and on such delivery and after the execution of the document referred to in (2) above you may release the sum of \$15,000.00 held by you as stakeholders and we shall make payment to you of the sum of \$20,000.00 held by us as stakeholders.

Please let us have your reply accepting the above terms not later than 12.00 noon next Thursday the 18th instant.

Yours faithfully,

ed: Chung & Co  
.....

b.c. Teng Boon Loh Esq.,  
Singapore.

79.

A.11

LETTER, -NG-& NG TO CHUNG & CO.

NG & NG  
Singapore.

17th March, 1971.

Defendant's  
Exhibits

Your ref: KSC/RHS/923/70  
Our ref: NWC/LT/272/70

Exhibit A.11  
Letter, Ng & N  
to Chung & Co.  
17th March 197

Messrs. Chung & Company,  
Singapore.

Dear Sirs,

re: No. 16<sup>th</sup>, Marayana Chitty Road,  
Singapore.

We thank you for your letter of the 15th instant.

Our client accepts your clients' offer as set out  
therein subject to the following terms:-

1. The Agreement to deliver up possession of  
the land now occupied by our client is to  
be signed within 10 days from the date hereof  
and if this is agreeable to your clients,  
please let us have draft thereof for our  
approval as soon as possible.
2. Our client agrees to execute any further  
document to vest in your clients such  
interest he may have in the land now  
occupied by him provided the execution  
thereof must be before or on delivery up  
of possession of the land now occupied  
by him so that the payment of the \$35,000.00  
will not be unduly delayed.

Yours faithfully,

sd. Ng & Ng  
.....

c.c.Client



80.

A.12

LETTER, CHUNG & CO. TO NG & NG

CHUNG & CO.  
Singapore.

20th March 1971.

Defendant's  
Exhibits

Our ref: KSC/JT/TL/923/70  
Your ref: NWC/LI/272/70

Exhibit A.12  
Letter, Chung  
& Co. to Ng  
& Ng  
20th March 1971

Messrs. Ng & Ng,  
Singapore.

Dear Sirs,

re: No. 16 M Parayanan Chitty Road

We thank you for your letter of the 17th  
instant.

We send herewith our draft Agreement in  
duplicate for your approval. We shall be glad if you  
will return to us on copy of the draft as soon as  
possible so that we may have the same engrossed and  
signed by our clients and send to you for your client's  
signature.

We would inform you that our clients have  
already deposited with us a sum of \$20,000.00 which  
will be paid to you on the signing of the Agreement  
and subject to the terms thereof.

Yours faithfully,

sd. Chung & Co.  
.....

b.c. Teng Boon Loh, Esq.,  
Singapore.

81.

A.13

LETTER, NG & NG TO CHUNG & CO.

NG & NG  
Singapore

30th March 1971.

Defendant's  
Exhibits

Your ref: KSC/JT/TL/923/70  
Our ref: NWC/LT/272/70

Exhibit A.13  
Letter, Ng & Ng  
to Chung & Co.  
30th March 1971

Messrs. Chung & Company,  
Singapore.

Dear Sirs,

re: No. 101, Narayana Chitty  
Road, Singapore.

We thank you for your letter of the 20th  
instant.

We enclose copy of your draft agreement  
approved as amended. Kindly let us have the engross-  
ment thereof for our client's signature as soon as  
possible.

Yours faithfully,

sd: Ng & Ng  
.....

encl

APPROVED COPY OF AGREEMENT  
NO.16-M NARAYANAN CHETTY ROAD

C O P Y

APPROVED on behalf of the Vendor  
as amended in red.

sd: NG & NG

Defendant's  
Exhibits

Exhibit A.14  
Approved copy  
of Agreement  
No.16M  
Narayanan Chetty  
Road

AN AGREEMENT made the            day of            One  
thousand nine hundred and seventy one(1971) between GOH  
LENG KANG of No. 16M, Narayanan Chitty Road, Singapore  
(hereinafter called "the Vendor") of the one part and TENG  
SWEE LIN of No. 543 Geylang Road, Singapore, Merchant, ONG  
TIAP of No. 12B, Block C, Kim Yam Road, Singapore, Married  
Woman, LIEW CHOON TEE of No. 12A, Block C, Kim Yam Road,  
Singapore, Married Woman, and CHEW GUAT TEE of No. 143B,  
New Bridge Road, Singapore, Married Woman (hereinafter  
called "the Purchasers") of the other part.

WHEREAS the Purchasers are seized for an estate in  
fee simple of the lands and premises described in the  
Schedule hereto.

AND WHEREAS by a Statutory Declaration dated the  
28th day of August 1970 sworn by the Vendor and registered  
with the Commissioner of Lands the Vendor claims that he has  
been in occupation of part of the lands described in the  
Schedule hereto since the year 1953.

AND WHEREAS the Vendor is now in occupation of the  
premises known as No. 16M, Narayanan Chitty Road, Singapore  
erected on part of the said lands and premises described in  
the Schedule hereto.

NOW IT IS HEREBY AGREED between the parties hereto  
as follows:-

1. The Vendor shall sell and the Purchasers shall  
purchase all the right title and interest, if any, of the

Vendor of and in the said lands and premises described in the Schedule hereto at the price of Dollars Forty thousand (\$40,000.00) subject to the following special conditions and to the Conditions of Sale by public auction known as "The (Revised) Singapore Conditions of Sale" so far as the same are applicable to a sale by private treaty and are not varied by or inconsistent with the special conditions herein.

2. The Purchasers shall on the signing of this agreement pay to the Vendor the sum of Dollars Five thousand (\$5,000.00) being part payment of the purchase price herein (the receipt whereof the Vendor hereby acknowledges).

3. Immediately on the execution of this Agreement the Purchasers shall pay to the Vendor's Solicitors, Messrs. Ng & Ng the sum of Dollars Fifteen thousand (\$15,000.00) being further part payment of the purchase price herein to be held by Messrs. Ng & Ng as stakeholders pending completion of this agreement.

4. The Purchasers shall on or before the 1st day of May 1971 pay to their Solicitors, Messrs. Chung & Co. the balance of the purchase price amounting to Dollars Twenty thousand (\$20,000.00) to be held by Messrs. Chung & Co. as stakeholders pending completion of the purchase herein.

5. The Vendor shall on or before the 31st day of May 1971 deliver up possession of that part of the said lands described in the Schedule hereto now occupied by him and ~~will-at-his-own-cost-and-expense-demolish-the-premises-known-as-No-16-Mr-Narayanan-Chitty-Roady-Singapore-~~ Time shall be of the essence of contract in respect of this paragraph.

Defendant's  
Exhibits

Exhibit A.14  
Approved copy  
of Agreement  
No. 16-M  
Narayanan Che  
Road  
(continued)

6. The Vendor shall one or before the 31st day of May 1971 execute in favour of the Purchasers a Conveyance of all his right title and interest of and in the said lands and premises described in the Schedule hereto or such other document or documents as may be required by the Purchasers.

7. On the Vendor delivering up possession of that part of the land now occupied by him ~~and demolishing the premises known as No. 16M, Narayanan Ghitty Road, Singapore~~ on or before the 31st day of May 1971 and upon the execution by the Vendor of a Conveyance in favour of the Purchasers of all his right title and interest of and in the said lands and premises the said sum of \$15,000.00 held by Messrs. Ng & Ng under clause 3 above shall be released to the Vendor, Similarly the sum of \$20,000.00 held by Messrs. Chung & Co. under Clause 4 above shall be paid to Messrs. Ng & Ng for the same to be released to the Vendor.

8. On completion on the 31st day of May 1971 the Vendor shall deliver to the Purchasers the original Statutory Declaration made by him and dated the 28th day of August 1970.

AS WITNESS the hands of the parties hereto.

THE SCHEDULE ABOVE REFERRED TO

1. All that piece of land situate in the District of Claymore in the Island of Singapore estimated according to Government Resurvey to contain an area of 11,603 square feet and marked on the Government Resurvey Map as Lot 249 of Town Subdivision XXI being part of the land comprised in Government Grant No. 5 dated the 25th March 1845 to Mungo Johnstone Martin.

Defendant's  
Exhibits

Exhibit A.14  
Approved copy  
of Agreement  
No. 16-M  
Narayanan Che  
Road  
(continued)

2. All that piece of land situate in the District of Claymore in the Island of Singapore estimated according to Government Resurvey to contain an area of 14,766 square feet and marked on the Government Resurvey Map as Lot 250 of Town Subdivision XXI being part of the land comprised in Government Grant No. 5.

Defendant's Exhibits

Exhibit A.14  
Approved copy  
of Agreement  
No. 16-M  
Narayanan Chett  
Road  
(continued)

SIGNED by the abovenamed )  
GOH LENG KANG in the )  
presence of :- )

SIGNED by the abovenamed )  
TENG SWEE LIN, ONG TIAP, )  
LIEW CHOON TEE and CHEW )  
GUAT TEE in the presence )  
of:- )

86.

A.15

LETTER, CHUNG & CO. TO NG & NG

19  
Chung & Co.  
Singapore.

31st March 1971

Defendant's  
Exhibits

Your ref: NNC/LT/272/70  
Our ref: KSC/JT/RHS/923/70

Exhibit A.15  
Letter, Chung  
& Co. to Ng &  
31st March 1971

Messrs. Ng & Ng,  
Singapore.

Dear Sirs,

re: No. 16A, Marayanan Chitty Road,  
Singapore

We thank you for your letter of the  
30th instant.

We send herewith engrossment of the  
Agreement in duplicate for your client's signature  
and return.

On receipt of the Agreement duly signed  
by your client, we shall have the same signed by  
our clients and our cheque for \$20,000/- under  
Clauses 2 and 3 thereof will be paid to you.

Yours faithfully,

encls:

b.c. Teng Eoon Loh, Esq.  
Singapore.

87.

A.16

LETTER, NG & NG TO CHUNG & CO.

NG & NG  
Singapore.

19th April 1971.

Defendant's  
Exhibits

Your ref: KSC/J1/HS/923/70  
Our ref: NWC/LT/272/70

Exhibit A.16  
Letter, Ng & Ng  
to Chung & Co.  
19th April 1971

Messrs. Chung & Company,  
Singapore.

Dear Sirs,

re: No. 16M, Narayanan Chitty Road  
Singapore

We refer to the above matter.

Our client is unable to find alternative  
accommodation.

We shall be obliged if you will kindly  
let us know whether your clients will agree to  
extend the date of completion to the 31st July 1971.  
Please let us hear from you hereon as soon as  
possible.

Yours faithfully,

Sd: Ng & Ng  
.....

c.c. Client



88,

A.17

LETTER, CHUNG & CO. TO NG & NG

CHUNG & CO.  
Singapore.

21st April 1971.

Defendant's  
Exhibits

Your ref: NWC/LT/272/70  
Our ref: KSC/TL/923/70

Exhibit A.17  
Letter, Chung  
& Co. to Ng  
& Ng  
21st April 1971

Messrs. Ng & Ng,  
Singapore.

Dear Sirs,

Re: No. 16M, Narayanan Chitty Road,

We refer to our letter of the 31st March 1971 and we shall be glad if you will kindly return to us the Agreement for Sale herein in duplicate duly signed by your client for signature by our client as soon as possible.

Yours faithfully,

sd: Chung & Co....

b.c. Teng Boon Loh, Esq.  
Singapore.

A.18

LETTER, CHUNG & CO. TO NG & NG

CHUNG & CO.  
Singapore.

4th May 1971.

Defendant's  
Exhibits

Your ref: NNC/LY/272/70  
Our ref: KSC/JT/TL/923/70

Exhibit A.18  
Letter, Chung &  
Co. to Ng & Ng  
4th May 1971

Messrs. Ng & Ng,  
Singapore.

Dear Sirs,

re: No. 163 Karayanan Chitty Road

Your letter of the 19th April 1971 was received by us on the 29th April 1971 and we have taken our clients' instructions thereon.

We are instructed that our clients have spoken to your client regarding the extension to complete this matter and your client has agreed to accept a month's extension to complete which means that your client will vacate and give vacant possession on the 30th of June 1971 instead of 31st May 1971.

We shall be glad if you will amend the Agreement accordingly, have both copies signed by your client and return them to us as soon as possible.

On receipt of the Agreement signed by your client we shall send you the sum of \$20,000.00 as agreed.

Yours faithfully,

sd: Chung & Co.  
.....

c. Teng Boon Loh, Esq.,  
Singapore.

90.

A.19

LETTER, NG & NG TO CHUNG & CO.

NG & NG.  
Singapore.

26th May 1971.

Deferdant's  
Exhitits

Your ref: KSC/JT/TL/923/70  
Our ref: NWC/LT/272/70

Exhibit A.19  
Letter, Ng & Ng  
to Chung & Co.  
26th May 1971

Messrs. Chung & Company,  
Singapore.

Dear Sirs,

re: No. 16-M, Narayanan Chitty  
Road, Singapore.

We thank you for your letter of the 4th  
instant on which we have seen our client.

We are instructed that your clients have  
agreed to extend the date of completion to the 31st  
July 1971. Kindly confirm.

Yours faithfully,

sd: Ng & Ng  
.....

91.

A.20

LETTER. CHUNG & CO. TO NG & NG

CHUNG & CO.  
Singapore.

25th June 1971.

Defendant's  
Exhibits

Messrs. Ng & Ng,  
Singapore.

Exhibit A.20  
Letter, Chung  
& Co. to Ng  
& Ng  
25th June 1971

Dear Sirs,

re: NO. 16-M, Narayanan Chetty Road

We refer to the previous correspondence in  
respect of the above matter.

As your client has failed and refused to  
sign the Agreement to settle the above matter we are  
instructed to and we on behalf of our clients hereby  
withdraw our clients' offer to pay your client the sum  
of \$40,000.00 to Goh Leng Kang.

We are instructed to commence legal pro-  
ceedings against your client for recovery of possession  
of that part of our clients' land occupied by your  
client and we shall be glad if you will let us know  
whether you have instructions to accept service on his  
behalf. If we do not hear from you within 3 days from  
the date hereof arrangements will be made to serve the  
Writ direct to your client.

Yours faithfully,

sd: Chung & Co.  
.....

b.c. Teng Boon Loh, Esq.,  
Singapore.

A.21

LETTER, CHUNG & CO. TO DEFENDANT'S SOLICITORS

CHENG & CO.  
Singapore.

Defendant's  
Exhibits

Your ref: W/TL  
Our ref: KSC/EA/923/70

16th August 1971.

Exhibit A.21  
Letter, Chung  
& Co. to  
Defendant's  
Solicitors  
16th August 1971

Messrs. Braddell Brothers,  
Singapore.

Dear Sirs,

re: Suit No. 963 of 1971  
Teng Sioo Lin & 3 others.  
v. Goh Leng Keng

We have now filed our Reply and Defence to Counter-claim and your attention is invited to paragraph 2 in which we have stated that the Defendant erected or caused to be erected on the Plaintiffs' land a plank and asbestos hut known as No. 16-H Merayanen Chetty Road in or about 1963.

We intend to apply at the trial of the action for amendment of paragraph 1 on page 2 of our Statement of Claim in which we have stated as follows:-

"Since 1969 or thereabouts the Defendant by himself and his servants or agents have on diverse dates wrongfully entered and crossed the Plaintiffs' said land by way of a path shown in the said Plan and thereon coloured red. —".

We intend to apply at the hearing for an amendment by substituting the year 1963 for the year 1969. We take it that you will have no objection to our proposed amendment.

Yours faithfully,

sd: Chung & Co.  
.....

93.

A.22

LETTER DEFENDANT'S SOLICITORS TO  
CHUNG & CO.

BRADDELL BROTHERS  
Singapore.

Your ref : KSC/JT/923/70  
Our ref : W/LW/16/439/71

17th August 1971.

Messrs. Chung & Co.,  
Singapore.

Defendant's  
Exhibits

Exhibit A.22  
Letter,  
Defendant's  
Solicitors to  
Chung & Co.  
17th August 19

Dear Sirs,

re: Suit No. 963 of 1971  
Teng Sweo Lin & 3 ors.  
vs.  
Coh Leng Kang

We acknowledge receipt of your letter  
dated the 16th August, 1971 and are taking our client's  
instructions thereon.

Yours faithfully,

sd: Braddell Brothers  
.....

94.

A.23

LETTER, CHUNG & CO. TO DEFENDANT'S  
SOLICITORS:

CHUNG & CO.  
Singapore.

Defendant's  
Exhibits

Our ref: KSC/HM/923/71  
Your ref: W/MHA/439/71

23rd November 1971.

Exhibit A.23  
Letter, Chung  
& Co. to  
Defendant's  
Solicitors  
23rd November  
1971

Messrs. Braddoll Brothers,  
Singapore.

Dear Sirs,

re: Suit No. 963 of 1971  
Tong Swee Lin & 3 ors  
v. Goh Leng Kang

You will recall the suggestion made by the Chief Justice at the hearing of our application for early date on the 19th November 1971.

Would your client be prepared to vacate so much of the premises occupied by him to enable our clients' building to be completed? It is to be understood of course that vacation of that part of the premises would be without prejudice to your client's right as claimed by him. The continued obstruction to the building is causing considerable and unnecessary expenses. Would your client be good enough to consider the suggestion made by the learned Chief Justice and let us know whether he is prepared to accept it.

Our client is also prepared to pay any reasonable compensation without prejudice of course to their claim.

Yours faithfully,

sd: Chung & Co  
.....

b.c. Teng Boon Loh, Esq.,  
Singapore.

95.

A.24

LETTER, DEFENDANT'S SOLICITORS TO  
CHUNG & CO.

BRADDELL BROTHERS  
Singapore.

Defendant's  
Exhibits

Our ref: W/WHM/BL/439/71  
Your ref: KSC/HM/923/70

25th November 1971.

Exhibit A.24  
Letter,  
Defendant's  
Solicitors to  
Chung & Co.  
25th November

M/s Chung & Co.  
Advocates & Solicitors,  
Singapore.

Dear Sirs,

re: Suit No. 963 of 1971  
Teng Swee Lin & 3 ors.  
v.  
Goh Leng Kang

We acknowledge receipt of your letter dated  
23rd November 1971.

We will be writing to our client for further  
instructions and will revert to you in due course.

Yours faithfully,

sd: Braddell Brothers  
.....

enc.



96.

A.25

LETTER, DEFENDANT'S SOLICITORS  
TO CHUNG & CO.

BRADDELL BROTHERS  
Singapore.

Defendant's  
Exhibits

Our ref: W/WNM/BL/439/71  
Your ref: KSC/HW/923/70

14th December 1971.

Exhibit A.25  
Letter, Defenda  
Solicitors to  
Chung & Co.  
14th December 1

W/s Chung & Co,  
Advocates & Solicitors,  
Singapore.

Dear Sirs,

re: Suit No. 963 of 1971  
Teng Swee Lin & 3 ors.  
vs.  
Goh Leng Kang

We refer to our letter dated 25th November  
1971.

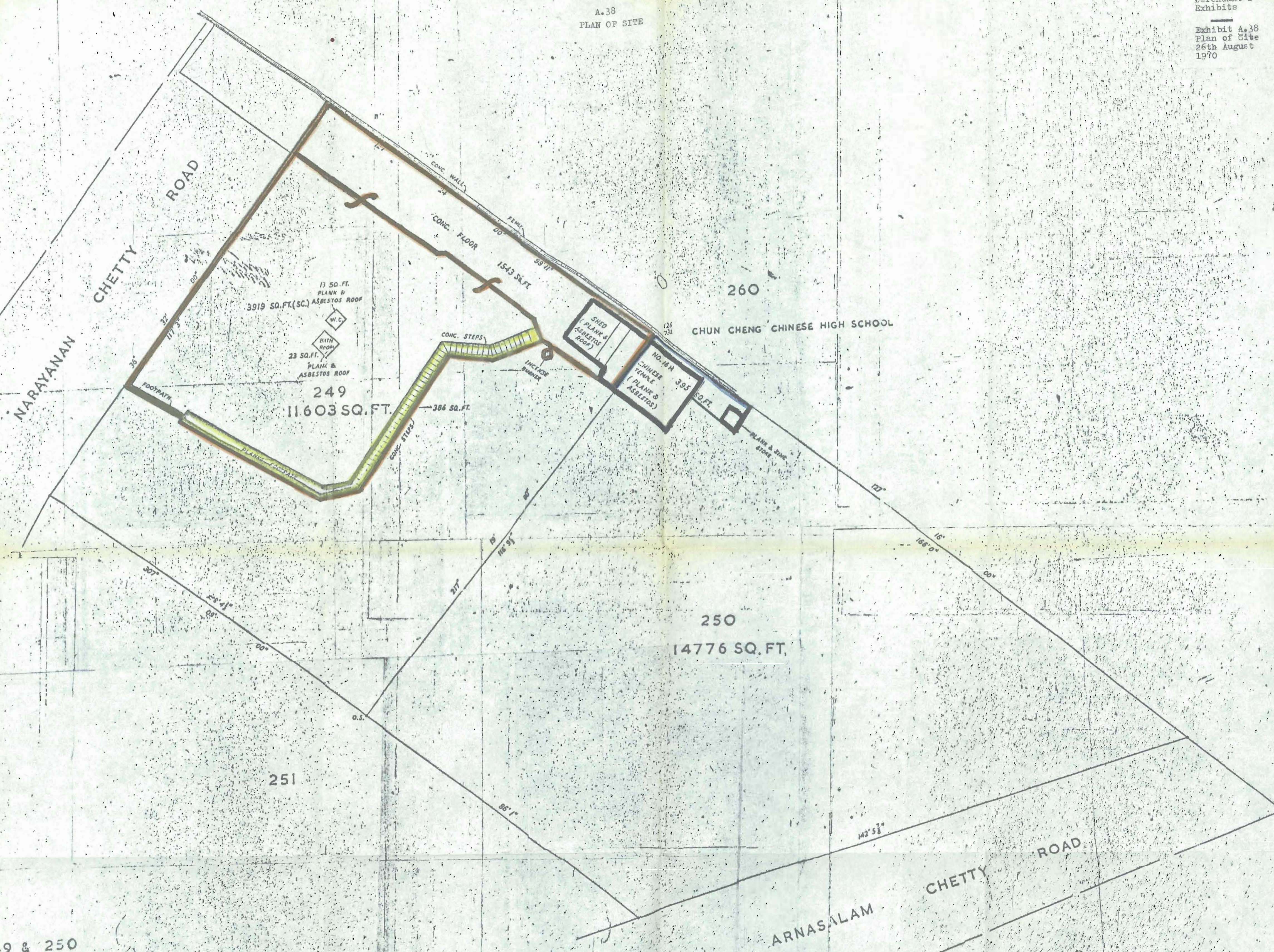
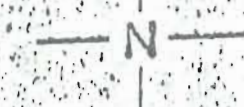
We have received our client's instructions  
and regret to inform you that he is not prepared to  
vacate any part of the premises now occupied by him  
to enable your clients' building to be completed as  
suggested by the Chief Justice.

Yours faithfully,

sd: Braddell Brothers  
.....

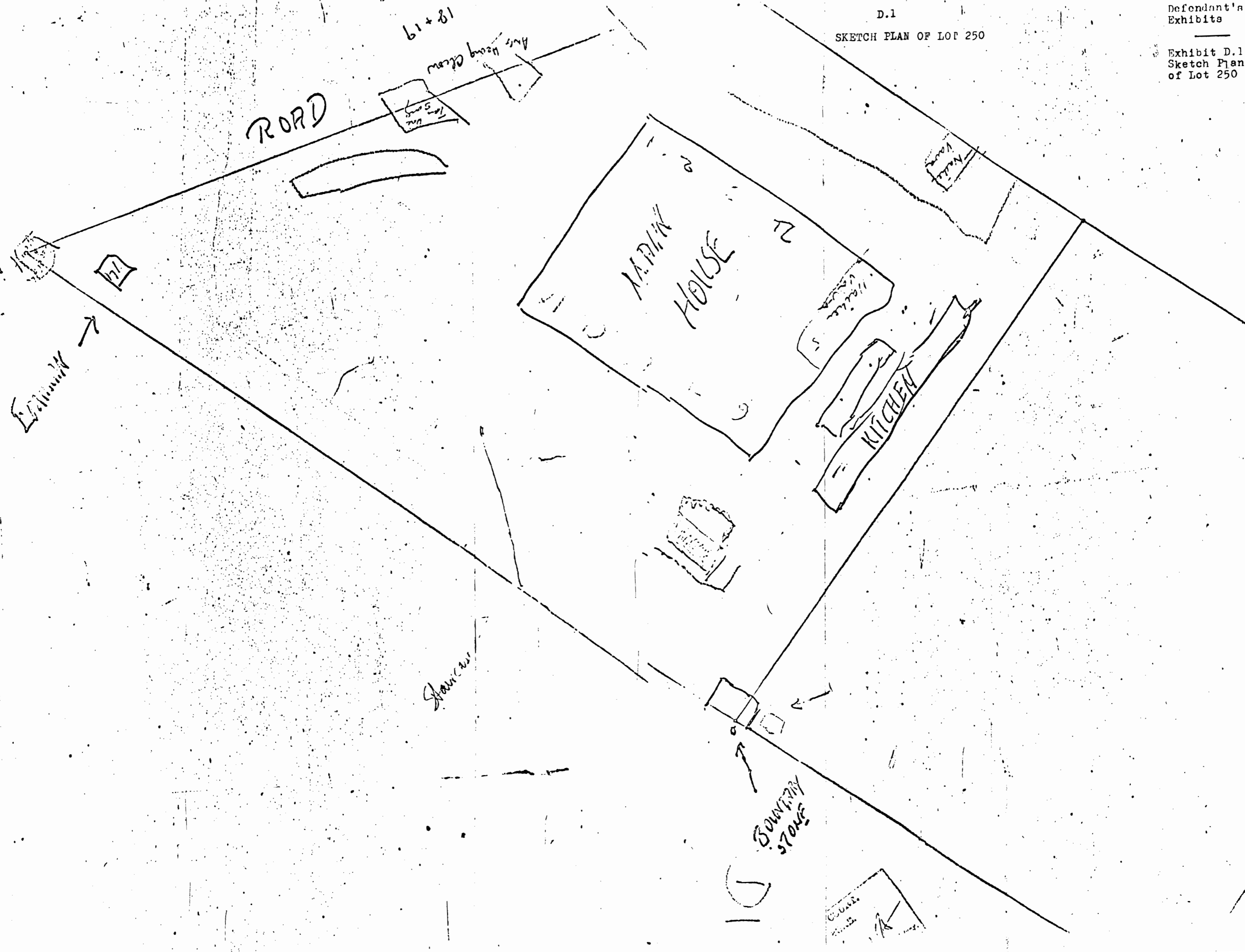
c.c.Client





SURVEY OF LOTS 249 & 250  
 T. S. NO. XXI  
 SCALE: 20 LINKS OR 13.2 FEET TO AN INCH





\*\*\*\*\*

D.2  
ENSUS CARD

Defendant's  
Exhibits

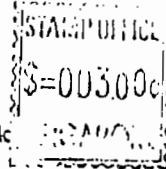
Exhibit D.2  
Census Card



111

o

STATUTORY DECLARATION



I Goh Leng Kang (holder of Singapore Pink Identity Card No.0799747/G) of No.16M Narayanan Chetty Road, Singapore, do solemnly and sincerely declare as follows:

Defendant's Exhibits

Exhibit D.3 Statutory Declaration 28th August 1970

- 1. Some time in the year 1953 I occupied the piece of land comprised in part of Lot 249 of Town Subdivision XXI which said piece of land is edged red on the plan annexed hereto and marked "GLK".
2. Some time also in the year 1953 I occupied the piece of land comprised in part of Lot 250 of Town Subdivision XXI which said piece of land is edged blue on the plan annexed hereto and marked "GLK".
3. I constructed all that is shown on the said plan.
4. I have not paid any ground rent to either of the owners or to anybody since my occupation of the said part of Lots 249 and 250 of Town Subdivision XXI and have been in full free and undisturbed possession and enjoyment thereof since 1953 up to date.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at Singapore )
this 28 day of )
Aug 1970 )
through the interpreta- )
tion of )
a Sworn )
Interpreter of the )
Court )



R.T.P. 1

G.L.K

Before me

Tan Hock Tey Commissioner for Oaths, Singapore

Stamp area with text: 'validity of the declaration' and handwritten notes including 'L.O. (1) 1521/249'

101.

D.4

LETTER SOH TECK KIONG TO MESSRS.,  
JAMES FERRIE & PARTNERS

SOH TECK KIONG  
Office. No.2, Jalan Kunyit,  
Singapore-14.

Date: 20.5.66

Messrs. James Ferrie & Partners,  
11 Robinson Road,  
Singapore.

Defendant's  
Exhibits

Exhibit D.4  
Letter, Soh Teck  
Kiong to Messrs  
James Ferrie  
& Partners  
20th May 1966

Project: SG350; Proposed Earthworks at Nan Chiau  
Girls School site.

Dear Sir,

I thank you for your letter of 18th May,  
1966 and am sorry that I can't do the above project  
without insurances, as there are many hazards to  
neighbouring house and land.

If you have any other alternatives, kindly  
inform me.

I thank you.

Yours faithfully,

Sd: SOH TECK KIONG

.....

102.

D.5

LETTER, MESSRS. JAMES FERRIE & PARTNERS  
TO SOH TECK KIONG

Soh Teck Kiong  
No.2 Jalan Aunyt,  
Singapore-14.

23rd May, 1966.

Defendant's  
Exhibits

Dear Sirs,

Project: S6350; Earthworks at Nan Chiau Girls' High  
School Nie Yam Road.

Exhibit D.5  
Letter, Messrs.  
James Ferrie  
& Partners to  
Soh Teck Kiong  
23rd May 1966

Please proceed with the earthwork at the above only  
along Chung Ching School and also tidy up the small  
portion of bank.

Do not proceed with the earthwork along the side of  
the Temple.

Yours faithfully,  
JAMES FERRIE & PARTNERS

Sd: George K.C. Ho  
.....  
George K.C. Ho

103.

D.6!

LETTER, SOH TECK KIONG TO MESSRS.  
JAMES FERRIE & PARTNERS

SOH TECK KIONG,  
Office No.2 Jalan Kunyit,  
Singapore-14.

Date 25th May 1966.

Defendant's  
Exhibits

Messrs. James Ferrie & Partners,  
11 Robinson Road,  
Singapore-1.

Exhibit D.6  
Letter, Soh Teck  
Kiong to Messrs  
James Ferrie &  
Partners  
25th May 1966

Dear Sirs,

Project: S6350; Earthworks at Nan Chiau Girls'  
High School, Kim Yam Road.

With reference to your letter dated 23rd  
May 1966, I am able to proceed with the above  
mentioned work as from the 1st of June 1966.

Thank you.

Yours faithfully,

Sd: Soh Teck Kiong

.....



SITE SURVEY MAP

F.R. 15488/21

Defendant's Exhibits

Exhibit D7A  
Site Survey Map

Cal. Vol. No. 500-56-02

Std. Sheet i: 11 & 12-A

C.P. No. 1209

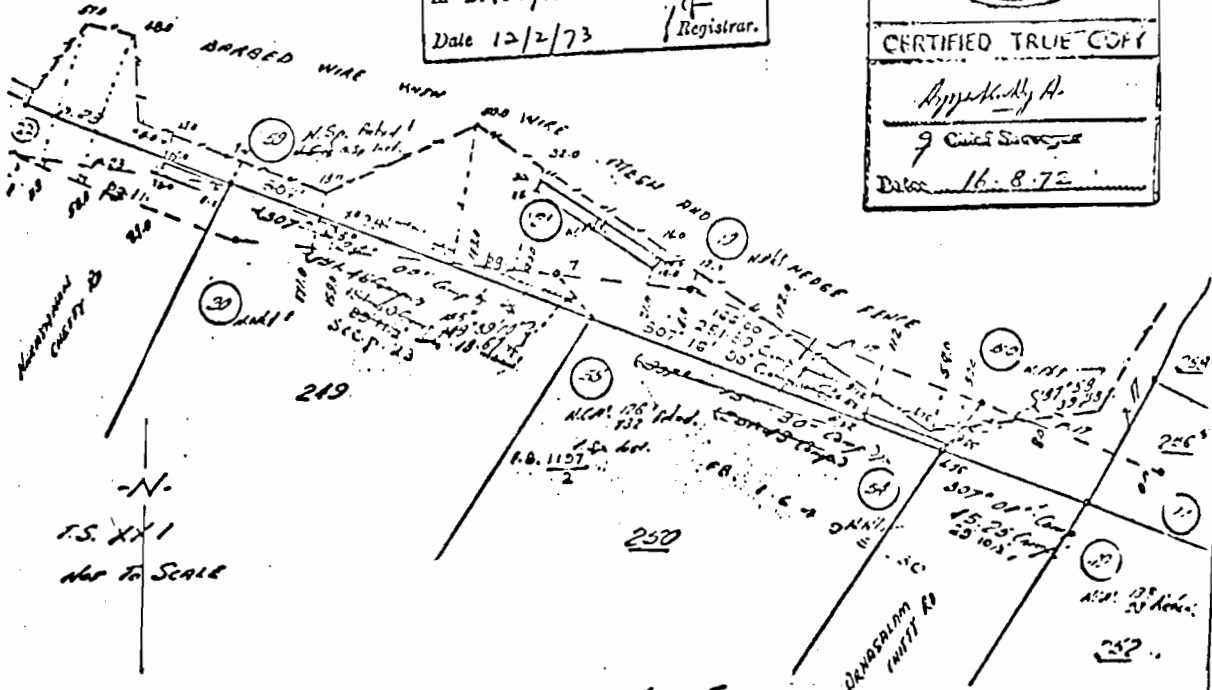
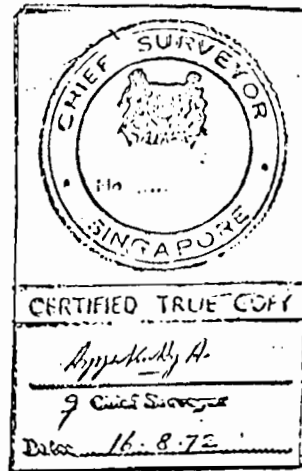
Computed By: [Signature]

Checked By: [Signature]

EXHIBIT  
SINGAPORE  
SUPREME COURT  
Date \_\_\_\_\_  
Registrar

ARE PART OF RETAINING  
SPACE OF EXHIBIT

260  
SUPREME COURT.  
SINGAPORE.  
EXHIBIT D7A  
in S.763/71  
Date 12/2/73  
Registrar



N  
T.S. 1/1  
Not To Scale

Svy. No. 500-56

Surveyed By: [Signature]

Date 28.10.1944

SITE SURVEY MAP

Cal. Vol. No. 176-26-65

Std. Sheet No. 10-10 & 11

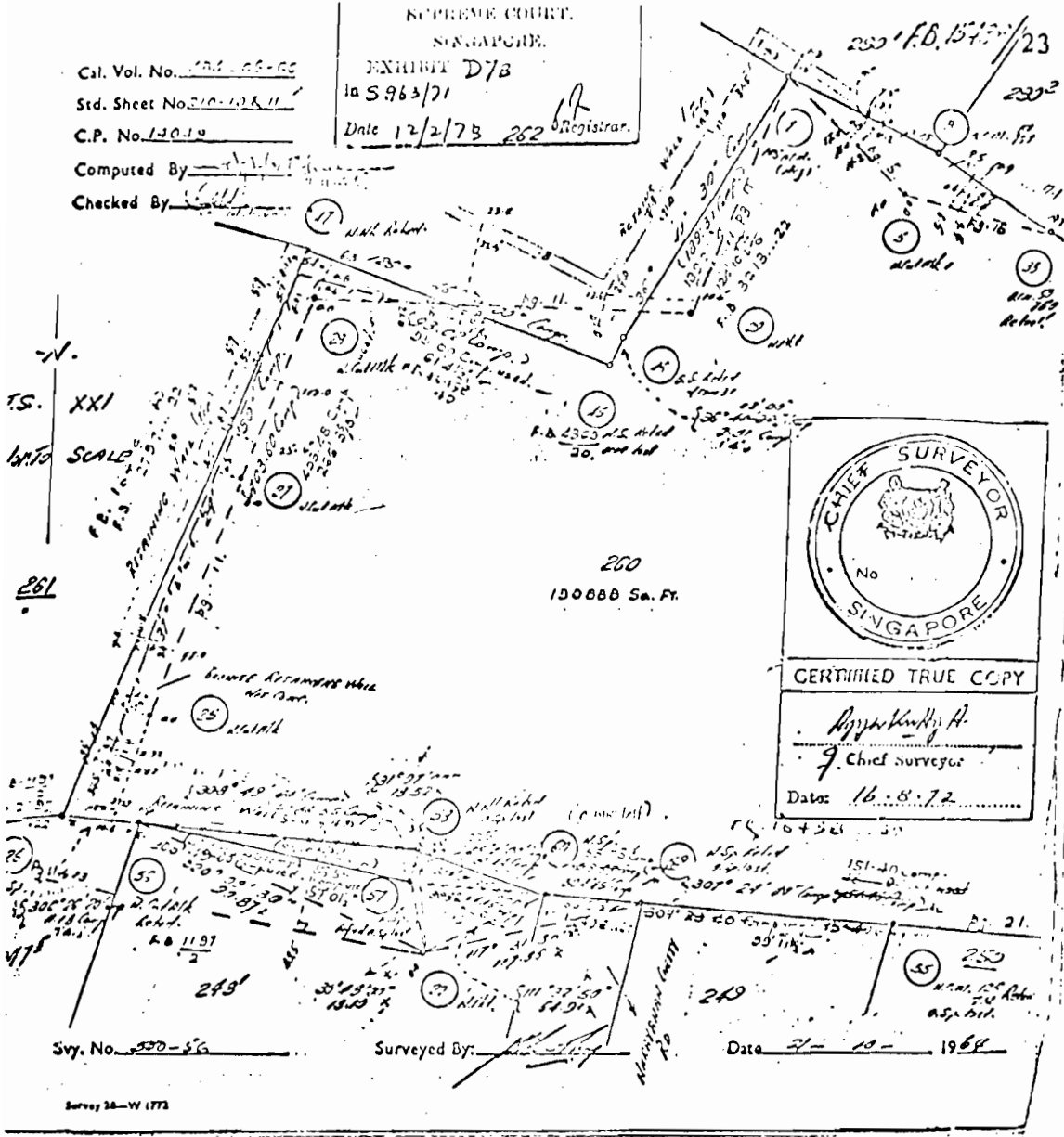
C.P. No. 120-10

Computed By \_\_\_\_\_

Checked By \_\_\_\_\_

SUPREME COURT,  
SINGAPORE.  
EXHIBIT D7B  
In S 963/71  
Date 12/2/75 202 Registrar.

Defendant's Exhibits  
Exhibit D.7B Site Survey Map

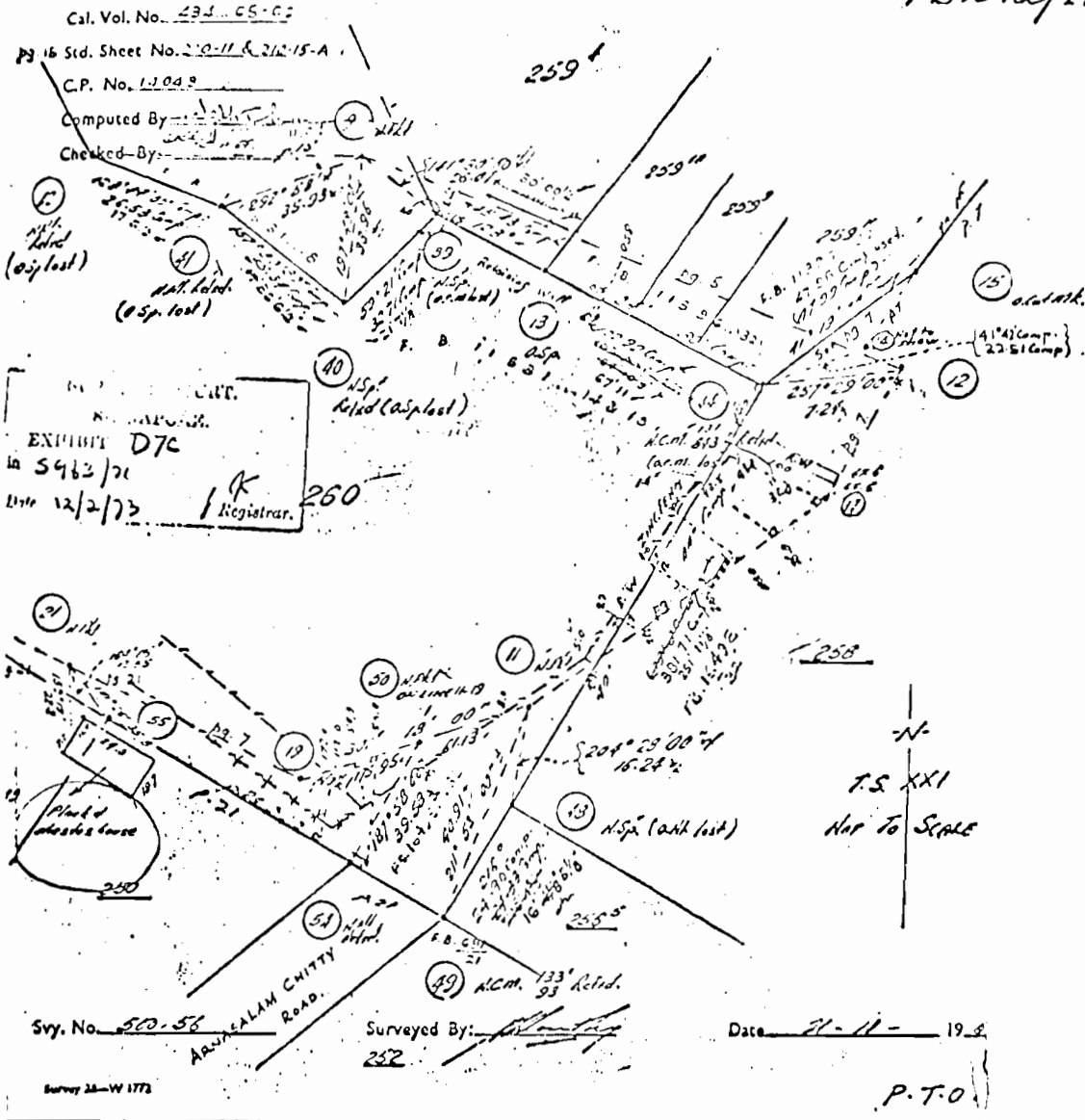


SITE SURVEY MAP

FB 15788/17

Defendant's Exhibits

Exhibit D.7C  
Site Survey  
Map



Cal. Vol. No. 231-65-C2  
 P.S. 16 Std. Sheet No. 210-11 & 212-15-A  
 C.P. No. 1-1049  
 Computed By: [Signature]  
 Checked By: [Signature]

EXHIBIT D7C  
 in 5963/71  
 Date 12/2/73  
 Registrar

N  
 T.S. XXI  
 NOT TO SCALE

Svy. No. 50-56 Surveyed By: [Signature] Date 21-11-1973  
 262

P.T.O.

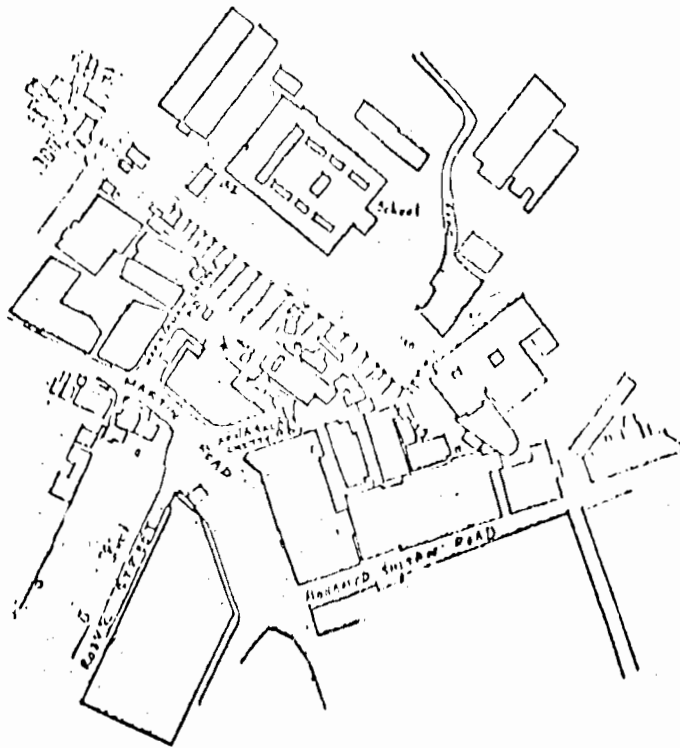
107.

D.9.

PHOTOGRAMMETRIC PLOT

Defendant's  
Exhibits

Exhibit D.9  
Photogrammetric  
Plot



PHOTOGRAMMETRIC PLOT OF  
AREA WITHIN RED SQUARE  
AS MARKED ON ENLARGEMENT  
OF AERIAL PHOTO. NO. 0016  
*A. K. S.*  
10/4/73

Scale of Plot = 1:2,500.

Prepared by Mapping Unit

Date: 10 - Feb - 73

*A. K. S.*  
10-2-73