

No. 17 of 1976

IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

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O N A P P E A L

FROM THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

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B E T W E E N :

CHAN CHOW WANG  
(Defendant)

Appellant

- and -

THE LAW SOCIETY OF SINGAPORE  
(Plaintiff)

Respondent

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RECORD OF PROCEEDINGS

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KINGSFORD DORMAN & CO.,  
~~51/52 Chancery Lane 13, Old Square,~~  
London W.C.2. *Lincoln's Inn,*

PARKER GARRETT & CO.,  
St. Michaels Rectory,  
Cornhill E.C.3.

Solicitors for the Appellant

Solicitors for the Respondent



No.	Description of Document	Date	Page No.
	<u>IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE</u>		
4	Ex Parte Originating Summons No. 253 of 1974	7th August, 1974	20
5	Affidavit of Susan Jacob, Secretary to the Disciplinary Committee	7th August, 1974	21
6	Exhibit referred to as "S.J.1." in Affidavit Appointment of Disciplinary Committee by Chief Justice dated 23.4.73		23
7	Exhibit referred to as "S.J.3" in Affidavit. Report of Disciplinary Committee dated 17.7.74 excluding the 8th to the 13th pages of the exhibit		24
8	Exhibit referred to as "S.J.4" in Affidavit. Amended Statement of Case and Reply relating to First Complaint only		44
9	Order of Court	16th August, 1974	49
10	Judgment	22nd November, 1974	50
11	Order of Court granting leave to appeal to Judicial Committee of Privy Council	20th January, 1975	88

PART II

EXHIBITS

Exhibit Mark	Description of Document	Date	Page No.
P10	Form of discharge executed by Madam Seah Huay	31st October, 1972	89
P13	Statutory Declaration of Madam Seah Huay	21st February, 1973	90
P14	Letter: Plaintiff to Madam Seah Huay	1st February,	91
D16	Consent to be next friend	13th June, 1972	92
P25	Letter; Plaintiff to Madam Seah Huay	9th November,	93

Documents and exhibits omitted by agreement  
between the parties and not duplicated

PART I

	Description of Document	Date
	Notes of evidence before the Disciplinary Committee with the exception of documents 1 and 2 in index	1st August, 1973 to 3rd August, 1973
	Exhibit referred to as "S.J.2" in the Affidavit of Susan Jacobs - Appointment of Secretary to Disciplinary Committee dated 12.5.1973	
	The 8th to 13th pages inclusive of the exhibit referred to as "S.J.3" in the Affidavit of Susan Jacobs - Report of Disciplinary Committee dated 17.7.74	
	Submissions of Defendant to Disciplinary Committee	4th April, 1974
	Submissions of Plaintiff to Disciplinary Committee	15th April, 1974

PART II

Exhibit Mark	Description of Document	Date
P1	Letter Donaldson & Burkinshaw to United Malayan Insurance Co.	22nd September, 1972
P2	Letter United Malayan Insurance Co. to Donaldson & Burkinshaw	26th September, 1972
P3	Letter Chan Chow Wang & Co. to Donaldson & Burkinshaw	28th September, 1972

Exhibit Mark	Description of Document	Date
P4	Attendance Note of Mr. C.S. Wu of Donaldson & Burkinshaw	29th September, 1972
P5	Letter from Donaldson & Burkinshaw to Law Society	29th September, 1972
P6	Copy letter from Donaldson & Burkinshaw to United Malayan Insurance Co.	28th September, 1972
P7	Copy letter from Donaldson & Burkinshaw to United Malayan Insurance Co.	16th October, 1972
P8	Letter from United Malayan Insurance Co. to Donaldson & Burkinshaw	20th October, 1972
P9	Copy letter from United Malayan Insurance Co. to Bridgestone Singapore Co. Pte Ltd.	20th October, 1972
P11	Payment voucher from Chan Chow Wang & Co. for \$5000.00	31st October, 1972
P12	Official receipt of Chan Chow Wang & Co. for \$5000.00	24th October, 1972
P15	Original complaint - see cause papers file (Complaint No.1)	3rd November, 1972
D17	Warrant to Act - see Complaint No.1 File A List of Documents	4th March, 1972
D18	Madam Seah's letter to Chan Chow Wang & Co. - see complaint No.1 File A list of documents Page 46	2nd December, 1972
D19	Cheque for \$4000.00 - see Complaint No.1 File A list of documents page 40	31st October, 1972
D20	Cheque for \$4000.00	
D21	Instruction Sheet	
D22	Instruction Sheet	

Exhibit Mark	Description of Document	Date
D23	Instruction Sheet	13th June, 1972
D24	Letter Chan Chow Wang & Co. to Madam Seah Huay. See Complaint No.1 File A list of documents page 27.	22nd September, 1972
P26	Letter from Madam Seah Huay to Law Society	23rd January, 1973
D27	Bridgestone Report to United Malayan Insurance Co.	9th September, 1971
D28	Receipt Book	7th February, 1972
D29	Receipt Book	4th April, 1972
D30	Letter from Chan Chow Wang to Mohammed Bin Ali	20th November, 1972

IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

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O N A P P E A L

FROM THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

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B E T W E E N :

CHAN CHOW WANG (Defendant) Appellant

- and -

THE LAW SOCIETY OF SINGAPORE (Plaintiff) Respondent

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RECORD OF PROCEEDINGS

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No. 1

NOTES OF EVIDENCE OF  
DISCIPLINARY COMMITTEE  
PROCEEDINGS - SUBMISSION  
BY MR. D. MARSHALL COUNSEL  
FOR THE DEFENDANT dated  
1st August 1973

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No.1  
Notes of  
Evidence  
of Discip-  
linary  
Committee  
proceedings  
Submission  
by Counsel  
for the  
Defendant  
dated 1st  
August  
1973

A. I did not send it

20

Q. Did you subsequently swear a declaration to be filed?

A. Yes

Q. You said you went to see the Respondent who explained to you that if you won against the Insurers, he would deduct 10% what was your understanding if you lost?

A. If I lost I would receive nothing and he Mr. Chan would also receive nothing.

30

Mr. Marshall at this juncture raised objections to the jurisdiction of the Disciplinary Committee. He said that this was the very first occasion that either he or his client



No.1  
Notes of  
Evidence  
of Discip-  
linary  
Committee  
proceedings  
Submission  
by Counsel  
for the  
Defendant  
1st August  
1973

had any indication that a statutory  
declaration was made by Madam Seah Huay  
in pursuance of the provisions of S.86(3)  
of the Legal Profession Act. Mr. Marshall  
then added that the duty of the Inquiry  
Committee was set down in section 87(5)(a)  
(i) in relation to statutory declarations.  
He then called upon Mr. S.K.Lee, Counsel  
for the Law Society to inform the Committee  
as to whether there was a statutory  
declaration arising out of the second  
complainant made by Ms. Donaldson & Burkinshaw.

10

Hearing adjourned .....

No.2  
Notes of  
Evidence  
of Discip-  
linary  
Committee  
proceedings  
- exchange  
between  
Counsel for  
the Plain-  
tiff and  
Counsel for  
the Defen-  
dant  
dated 2nd  
August 1973

No. 2

NOTES OF EVIDENCE OF THE  
DISCIPLINARY COMMITTEE  
PROCEEDINGS - EXCHANGE  
BETWEEN MR.D. MARSHALL  
COUNSEL FOR THE DEFENDANT  
AND MR.S.K.LEE COUNSEL FOR  
THE PLAINTIFF dated 2nd  
August 1973

20

RECORD OF PROCEEDINGS held at the  
Mandarin Hotel on Thursday 2nd  
August, 1973 at 9 a.m.

DM I would first like to enquire whether my  
learned friend can produce a letter from the  
Law Society requesting Madam Seah Huay  
to make a Statutory Declaration?

SKL Certainly (Tenders in Exhibit P.14 - letter  
from Law Society to Madam Seah Huay dated  
1st February 1973)

30

DM Can Mr. S.K.Lee also inform us if there was  
any request for Statutory Declaration made by  
Mr. Wu of Donaldson & Burkinshaw?

SKL None at all

DM Would the representative of the Law Society  
accept the assurance of the Respondent and  
his solicitor that at no time till the second

last question raised in the examination in chief of Madam Seah Huay was either Respondent or his Solicitors aware that the statutory Declaration of Madam Seah Huay was made? It was not disclosed in the List of Documents dated 28th May 1973 submitted by the Law Society.

No.2  
Notes of  
Evidence  
of Disciplinary  
Committee  
proceedings -  
exchange  
between  
Counsel  
for the  
Plaintiff  
and Counsel  
for the  
Defendant  
dated 2nd  
August  
1973

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SKL Yes, I am prepared to accept his assurance that neither the Respondent nor his solicitor knew of the existence of Madam Seah Huay's Statutory Declaration

DM Consider the Advocate and Solicitor Ordinance Cap. 188 of 1966 which has been repealed. Section 26 and 28 are the operative section, neither of which require a Statutory Declaration,

No. 3

NOTES OF EVIDENCE OF DISCIPLINARY  
COMMITTEE PROCEEDINGS - DECISION  
OF THE DISCIPLINARY COMMITTEE  
dated 9th October 1973

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No.3  
Notes of  
Evidence  
of Disciplinary  
Committee  
proceedings -  
Decision  
of the  
Disciplinary  
Committee  
dated 9th  
October  
1973

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The Disciplinary Committee appointed by the Honourable The Chief Justice on the 23rd April 1973 consisted of Mr. Kok Soon Chung, Mr. Alec Crowther Fergusson and Dr. Thio Su Mien nee Huang Su Mian commenced hearing two complaints against Mr. Chan Chow Wang of Messrs. Chan Chow Wang & Co. of Colombo Court, High Street, Singapore 6, alleging professional misconduct by Mr. Chan under the provisions of section 84 of the Legal Profession Act on Monday 30th July 1973.

30

The two complaints were dealt with by the Disciplinary Committee in reverse order by consent of both parties, the second complaint being made by United Malayan Insurance Co. Berhad through their Solicitors Messrs. Donaldson &

No.3  
Notes of  
Evidence  
of Discip-  
linary  
Committee  
proceedings-  
Decision of  
the Discip-  
linary  
Committee  
dated 9th  
October  
1973

Burkinshaw and the first complaint being made by one Madam Seah Huay of 168B Sian Tuan Avenue, Singapore. The complaints are set out in the amended Statement of Case on the first complaint and the amended Statement of Case on the second complaint, leave to amend having been given by the Disciplinary Committee on the 30th July 1973.

The evidence in support of the second complaint was called by Mr. S.K.Lee appearing for the Law Society, Mr. David Marshall appearing for the Respondent Solicitor was also present. All the evidence to support the second charge having been led, Mr. S.K.Lee on the 1st August 1973, the 3rd day of the hearing, called Madam Seah Huay, the complainant on the first complainant to give evidence. At the close of hearing evidence in chief Madam Seah Huay in reply to a question by Mr. S.K.Lee confirmed that she had made a statutory declaration deposing as to the nature of her complaint at the discretion of the Inquiry Committee. 10 20

Mr. Marshall for the Respondent Solicitor submitted that this was the first occasion he or the Respondent Solicitor had any indication of a statutory declaration having been made by the complaint which was presumably made under the provisions of section 86(3) of the Legal Profession Act. Mr. Marshall then submitted that the Disciplinary Committee had no jurisdiction to continue with the hearing and also required Mr. Lee to inform him whether or not any statutory declaration had been required in support of the second complaint made by Messrs. Donaldson & Burkinshaw on behalf of their clients United Malayan Insurance Co., Berhad. 30

Mr. Marshall argued that due compliance with the provisions of section 86(3) of the Act was a precondition on which jurisdiction of the Disciplinary Committee and the previous Inquiry Committee was founded. He pointed out that the list of documents supplied by the Law Society contained no indication of the existence of the statutory declaration of Madam Seah Huay and he had had no opportunity of discovering the existence of this document until it was mentioned in evidence. 40

He referred to the wording of section 87(5) (a)(i) requiring the service of statutory declarations or affidavits on the Advocate & Solicitor concerned before the Inquiry Committee began its enquiry or investigation. The Disciplinary Committee adjourned at approximately 50

2.15 p.m. on Wednesday 1st August with a view to hearing further arguments from Mr. Marshall and arguments by Mr. S.K.Lee the following day.

No.3  
Notes of  
Evidence  
of Disciplinary  
Committee  
proceedings  
- Decision  
of the  
Disciplinary  
Committee  
dated 9th  
October  
1973

10 At the resumption of the hearing on Thursday 2nd August at 9 a.m. Mr. Marshall requested the statutory declaration of Madam Seah Huay the complainant of the first complaint to be produced and marked as Exhibit P.13 and that the letter requesting the same from the Inquiry Committee to Madam Seah Huay dated 1st February (in file copy) be produced and marked Exhibit P.14. Mr. S.K.Lee confirmed that there was no request for any statutory declaration in support of the complaint made by Messrs. Donaldson & Burkinshaw on behalf of their clients United Malayan Insurance Co. Berhad (the second complainant). Mr.S.K.Lee accepted Mr.Marshall's assurance that neither he Mr. Marshall nor his client the Respondent Solicitor had been given  
20 any prior notice of the existence of the statutory declaration of Madam Seah Huay.

30 Mr. Marshall drew attention to the Advocates & Solicitors Ordinance Cap.188 sections 26 and 28 (since repealed) which did not require any statutory declaration or affidavit. He cited the Solicitors Act 1957 of the United Kingdom and Halsburys Laws of England Volume 56, 3rd Edition page 230 paragraphs 323 and 324 requiring an affidavit in support of every complaint against a solicitor and service of the affidavit and complaint on the solicitor. Cordery on Solicitors 5th Edition page 567 was referred to for the wording of the Solicitors Disciplinary Procedure Rules 1957 of England with particular reference to rules 1 and 5. He also referred to English & Empire Digest Volume 43 page 433 No.4578 the case of in Re: King as to the effect of a defective affidavit and to re: Nasir Ahmad (India Reports 1956 page 253). Govindasomy's case (1949 MLJ 101) as to  
40 non-compliance with mandatory provisions of the Criminal Procedure Code and to the requirements of natural justice and the need for the Respondent to have notice of the complaint against him and the evidence in support.

50 Mr. Marshall pointed out that the request for a statutory declaration was made by a letter from the Inquiry Committee to Madam Seah Huay of the 1st February 1973 and that the statutory declaration itself was made on the 21st February 1973. He argued that it was only on the 2nd April 1973 that the Law Society decided

No.3  
Notes of  
Evidence  
of Discip-  
linary  
Committee  
proceedings  
- Decision  
of the  
Disciplinary  
Committee  
dated 9th  
October  
1973

to have formal investigation (see letter contained in Bundle A item 51 of the Defence Documents). Reference was made to Ridge v. Baldwin (1963 AER page 66 at page 118 paragraph (h)) concerning the effect of a regulation imposing a condition precedent.

He argued that section 86(3) made the provisions of a statutory declaration or affidavit in support of the complaint mandatory and the only discretion vested in the Inquiry Committee by the words "may require?" appearing at the end of that sub-section was as to the number and type of document (whether statutory declaration or affidavit) which the Committee could require. He argued that the Inquiry Committee cannot dispense with at least one declaration or affidavit, that as it was an issue relating to jurisdiction it could be taken at any stage and section 86(3) was a mandatory provision and a precondition of the foundation of any jurisdiction of the Inquiry Committee. As to the first complaint he argued that non-compliance with the statutory precondition of section 87(5)(a)(i) vitiated the totality of the inquiry before the Inquiry Committee and the investigation before this Disciplinary Committee by virtue of the governing words contained in that section "before any inquiry or investigation begins."

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He further argued that there was a breach of the laws of natural justice particularly the rule "audi altaram partam", in that the Inquiry Committee of the Law Society had in their possession P.13 and must be deemed to have considered the same before the report to the Council and the Council had also had the same in their possession when it decided to order a formal investigation.

30

There had been prejudice to the Respondent Solicitor in that had he been aware of the existence of the Statutory Declaration of Madam Seah Huay (P.13) he could have taken steps to challenge its validity as supportive of the complaint and he had now lost the opportunity of such challenge. He further argued that the investigation of the Inquiry Committee could not commence until after the statutory declaration was brought into existence under section 86(3) and had been served under section 87(5)(a)(i). He further stated that failure to disclose the existence of the statutory declaration constituted a violation of the rules of natural justice. He argued that in such a case he was not required to prove that his client had in fact been prejudiced, the possibility

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of prejudice was sufficient.

As to the second complaint Mr. Marshall argued that the mandatory provisions of section 86(3) had not been complied with and the proceedings of the Inquiry Committee were therefore a nullity, therefore, the proceedings of the Disciplinary Committee were necessarily a nullity.

No.3  
Notes of  
Evidence  
of Disciplinary  
Committee  
proceedings  
- Decision  
of the  
Disciplinary  
Committee  
dated 9th  
October 1973

10 In reply Mr. Lee submitted that the Advocates & Solicitors Ordinance Cap.188 which has since been repealed contained no division of work and functions specifically assigned to an Inquiry Committee. He argued that under the Legal Profession Act there are watertight compartments beginning with section 85 concerning the appointment of the Inquiry Committee, section 86 as to how complaints are dealt with, section 87 the powers of the Inquiry Committee, to inquire and investigate, section 88 the report of the Inquiry Committee to the Council, 20 section 89 and section 90 the powers of the Council and section 91 the power of the Chief Justice to appoint a committees to the Disciplinary Committee. Section 92 contains the proceedings and powers of the Disciplinary Committee and section 93 relates to the findings of the Disciplinary Committee.

30 Mr. Lee submitted that the jurisdiction of the Committee is founded entirely on the appointment of the Committee by the Chief Justice and the Committee has those specific powers and only those specific powers given under sections 91, 92 and 93, in short the duty of the Committee is merely to harken to the evidence and to find on the facts for or against the Respondent, to make its decision and report the same to the Chief Justice. He argued that the Committee has no power outside those mentioned and that the Committee in performing 40 its duties was not a supplementary High Court and could not sit as a Court of Appeal on the findings of the Inquiry Committee to declare proceedings previous to their appointment as null and void.

50 He further submitted that the proceedings before the Disciplinary Committee was the wrong forum to make any complaint of any irregularity alleged to have been perpetrated at some previous stage and that Mr.Marshall's remedy was to go to the High Court to quash the proceedings. Mr. Lee conceded that Mr.Marshall

No.3  
Notes of  
Evidence  
of Discip-  
linary  
Committee  
proceedings  
- Decision  
of the  
Disciplinary  
Committee  
dated 9th  
October  
1973

could ask this Committee to adjourn pending the result of an application to the High Court or if the Committee refused to adjourn then he (Mr. Marshall) could apply for a Writ of Prohibition or for an injunction to prevent the Committee from continuing its hearings. Mr. Lee further submitted that to ask the Disciplinary Committee to hold that what had happened in the Inquiry Committee was illegal is to ask the Disciplinary Committee to exceed its jurisdiction.

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He also submitted that section 86(3) of the Act when read in the context of section 87(1) and section 87(5)(a), did not lay down as a mandatory provision that a statutory declaration or affidavit should be required to support every written application or complaint received by the Inquiry Committee. In section 87(1)(c) no reference was made to the receipt by an Inquiry Committee of any statutory declaration or affidavit in support of the written application or complaint therein referred to. He further argued that under section 87(5)(i) the words ".....of any statutory declaration or affidavits that have been made in support of the application or complaint" indicated that there could be cases where no statutory declarations or affidavits were made. Mr. Lee pointed out that under section 86(2) it was made quite clear that no statutory declaration or affidavit would be required on a complaint from the Supreme Court or any judge thereof or the Attorney-General. Under section 86(3) the Inquiry Committee had a discretion whether or not to require a statutory declaration or affidavit if they thought fit. Mr. Lee conceded that it was mandatory that where a statutory declaration was required before any inquiry or investigation began then, under section 87(5)(a)(i) it ought to be posted or delivered to the Advocate and Solicitor concerned.

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30

40

Mr. Lee pointed out that a statutory declaration or affidavit was a safeguard for a Respondent Advocate and Solicitor so that the complainant who made a false complaint could be placed in peril of a prosecution for perjury. The requirements for a statutory declaration or affidavit was a protection for and not as a weapon against the Respondent.

50

He argued that as the Inquiry Committee had commenced hearing the proceedings in December 1972 and that no statutory declaration was then in

being at that time. The statutory declaration P.13 was made on the 21st February 1973 two months after the Inquiry Committee commenced its investigation. In these circumstances there could be no breach of section 87(5)(a)(i) because of the operative words of that section.

No.3  
Notes of  
Evidence  
of Discip-  
linary  
Committee  
proceedings  
- Decision  
of the  
Disciplinary  
Committee  
dated 9th  
October  
1973

10 The English Statutes and Rules were of no assistance in the present case as the wording was different and in England the rules were specific. He pointed out that in the Singapore legislation reference to a statutory declaration or affidavit is contained in the Act and there is no reference to the requirement for these documents in the Advocates & Solicitors (Disciplinary Proceedings) Rules of 1963. He submitted that the case of Nasir Ahmad did not apply to the present matter.

20 He invited the Committee to read and compare the statutory declaration before it with the complaint sent to the Respondent Advocate & Solicitor in December and he pointed out that there could be no complaint that the declaration was inadequate or contained matters extraneous to the letter of complaint. If anything it gave less particulars than was set out in the letter of complaint and therefore there could be no prejudice to the Respondent. He submitted that the rules of natural justice or their  
30 contravention did not arise before the Disciplinary Committee as it was irrelevant to say that such a rule is breached because the Respondent did not get any statutory declaration. The declaration in question was auxiliary to or an accessory to the complaint. It was not a condition that a statutory declaration made after the investigation commenced must be served. As an extreme example he argued that even if there had been a statutory declaration and the  
40 provisions of section 87(5)(a)(i) had been complied with then Mr. Marshall's only remedy was to move to quash the proceedings of the Inquiry Committee.

50 Mr. Lee further argued: That if section 86(3) contained a mandatory requirement for a statutory declaration or affidavit then even the Attorney-General would be required to make such statutory declaration or affidavit in support of a complaint. That the failure to serve the statutory declaration P.13 after it had been procured was an irregularity it could be cured by looking at the substance of the affidavit. That failure to serve the statutory



No.3  
Notes of  
Evidence  
of Discip-  
linary  
Committee  
proceedings  
- Decision  
of the  
Disciplinary  
Committee  
dated 9th  
October  
1973

declaration P.13 did not constitute a breach of any express provision of the Act, the express provisions had been complied with. That at the worst there was a mere irregularity which could be cured by looking at the substance of the affidavit and by seeing if the Respondent was prejudiced or handicapped in any way in the preparation of his Defence. A reading of the statutory declaration together with a reading of the complaint indicated that there had been no prejudice. That the proceedings of the Inquiry Committee were not irregular as when they began their inquiry in December 1972 the statutory declaration P.13 was not in existence and there could be no breach of section 87(5)(a)(i) because of the use of the words in that section "before an inquiry or investigation begins". The words of section 87(5)(a)(i) are clear and unambiguous and it is not permissible to read into them a requirement that, should a statutory declaration or affidavit come into being at any time subsequent to the commencement of the inquiry or investigation by the Inquiry Committee, a copy of the same must be sent to the Respondent. The provisions of section 87(5)(a)(i) could not be extended to invalidate the proceedings because the Inquiry Committee did not supply the Respondent with a copy of the statutory declaration which was not itself required.

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That the case of Ridge v. Baldwin had no application to the present case as there were no rules or regulations under the Legal Profession Act which impose a condition precedent to the exercise of jurisdiction by the Inquiry Committee. Mr. Lee rested his arguments.

Mr. Marshall in reply reiterated that section 86(3) was imperative and he referred to section 87(1) for the founding of the jurisdiction of the Inquiry Committee and drew attention to the relationship between section 86(2) and section 87(1)(a) and between 86(3) and section 87(1)(c).

40

This requirement of a statutory declaration or affidavit is to prevent harassment of members of the Bar from unjustified complaints where the status of the complainant is not such as is recognised by statute as giving validity to the complaint, that is the Supreme Court, a judge thereof or the Attorney-General (section 86(2)).

50

It was not possible to ignore the amendment which came into effect in 1966, the intention

of which must be to bring into Singapore the protection given to solicitors in England by the requirement of an affidavit in support of complaints. The wording of section 86(3) permitted the Inquiry Committee to obtain statutory declarations or affidavits from more than just the complainant but the requirement for at least one statutory declaration or affidavit was mandatory. Looking at the words of section 87(5)(a)(i) "that have been made" Mr. Marshall emphasised that the use of those words instead of "that may have been made" clearly anticipated that a statutory declaration or affidavit in support of complaints brought under section 86(3) would be in existence.

No.3  
Notes of  
Evidence  
of Disciplinary  
Committee  
- Decision  
of the  
Disciplinary  
Committee  
dated 9th  
October 1973

That if the existence of a statutory declaration or affidavit was a pre-condition then breach of that pre-condition was an illegality. (To this Mr. Lee gave his agreement).

As to natural justice Mr. Marshall pointed out that he was not briefed until after the Committee had been appointed and the existence of a statutory declaration which had never been disclosed, even in the list of documents on which the Society intended to rely, had not occurred to him. Mr. Marshall referred to the case of Surinder Singh Kanda v. The Government of the Federation of Malaya 1962 28 MLJ page 169 at page 172 beginning at paragraph (1) of the second column and ending at paragraph (d) of the first column on page 173.

Mr. Lee was heard further by the Committee and he argued that section 87(1)(c) showed that there was a discretion in the Inquiry Committee whether or not to require statutory declarations and that there was no authority for the proposition that Parliament must have intended to bring in legislation in line with the United Kingdom statutes. The case of Surinder Singh Kanda did not apply as the Respondent in the present case was not prejudiced. Mr. Marshall interjected that there was prejudice, he could have challenged the statutory declaration or inadequacy.

Finally Mr. Lee indicated that the statutory declaration was not a document he need disclose in the Society List of documents as it was not a document on which he intended to rely. The Committee took time to consider the submissions made.

No.3  
Notes of  
Evidence  
of Discip-  
linary  
Committee  
proceedings  
- Decision  
of the  
Disciplinary  
Committee  
dated 9th  
October  
1973

At 10.30 a.m. on Friday, 3rd August 1973 in the presence of Mr. S.K.Lee for the Law Society, Mr. David Marshall for the Respondent and the Respondent, the Committee announced:

"Mr. Marshall has objected to our jurisdiction to continue our investigation and Mr. S.K.Lee has urged us that we have no choice but to continue our investigations for the several reasons he has advanced, including that we have no power to determine our own jurisdiction or the want thereof.

10

We are unanimous in our opinion that we have power to consider our jurisdiction or the want thereof.

We consider that for want of jurisdiction we cannot proceed.

We will render a written report to the Chief Justice with a copy to the Law Society setting out our grounds."

20

The Committee now have the honour to submit this their report in writing setting out the grounds for the above decision.

Section 86(3) of the Legal Profession Act reads :-

"(3) Every written application or complaint received by the Inquiry Committee shall be supported by such Statutory Declaration or Affidavits as the Inquiry Committee may require."

30

Section 87(5)(a)(i) of the Legal Profession Act reads as follows :-

"Before any inquiry or investigation begins in respect of any matter -

a) the Inquiry Committee shall post or deliver to the Advocate and Solicitor concerned -

i) copies of any written application or complaint and of any statutory declarations or affidavits that have been made in support of the application or complaint."

40

Section 87(1) of the Legal Profession Act reads as follows :-

- "1) Where the Inquiry Committee has -
- a) received a written order;
  - b) decided of its own motion to inquire into any matter; or
  - c) received a written application or complaint and is satisfied that there may be grounds for such an application or complaint,

No.3  
Notes of  
Evidence  
of Discip-  
linary  
Committee  
proceedings  
- Decision  
of the  
Disciplinary  
Committee  
dated 9th  
October 1973

10 it shall inquire into and investigate  
the matter and report to the Council on  
the matter."

20 Before considering the interpretation of any  
of the sections set out above and their effect  
the Committee considered whether or not it  
had any power to decide upon its jurisdiction.  
The Committee considers that it has inherent  
power to decide upon its own jurisdiction or  
the want of jurisdiction notwithstanding that  
it is constituted by virtue of the appointment  
made by the Chief Justice under the provisions  
of section 91(1) of the Legal Profession Act.

30 If the Committee has no power to decide  
its own jurisdiction then even though the  
Committee may during the course of its  
investigation, be apprised of numerous defects  
in procedure either contrary to the rules of  
natural justice, nevertheless it would have  
to continue with its investigations knowing of  
the eventual futility thereof and delaying or  
possibly prejudicing the opportunity afforded  
of correcting defects in the proceedings or  
remedying past illegalities. The Committee  
considers that the rules of natural justice  
would require the speedy rectification or  
correction of any defects even if such require-  
ment meant that any proceedings up to date had  
to be recommenced. It is preferable to stop  
and correct any possible illegalities at the  
earliest opportunity then to continue and  
40 participate in what the Committee has considered  
to be a nullity.

The Committee was fully conscious at all  
times that their jurisdiction stemmed from  
the appointment dated the 23rd April 1973 by  
the Chief Justice under section 91 of the Legal  
Profession Act but at the same time the Committee  
was equally aware that it was the Council on  
the recommendation of the Inquiry Committee

No.3  
Notes of  
Evidence  
of Discip-  
linary  
Committee  
proceedings  
- Decision  
of the  
Disciplinary  
Committee  
dated 9th  
October  
1973

which determined under section 90 of the Act whether there should be a formal investigation and an investigation would presumably follow as a matter of course once the Council has determined that there should be one and the Chief Justice has put his stamp of authority upon it. Once an appointment has been made by the Chief Justice, it is incumbent upon the Disciplinary Committee after hearing and investigating any matter under section 93(1) to record its findings thereunder and under section 93(3) to draw up its findings and determination for submission to the Chief Justice and the Society. The Committee has decided that they could not comply with section 93 since they did not have jurisdiction to hear and investigate under section 93 the matter referred to it.

10

If Mr. Lee's submission was correct, then it would behove the Committee to proceed inexorably to hear and investigate the second complaint to its bitter end, fully convinced of the non-compliance with section 86(3) and their want of jurisdiction. To pursue such a course would reduce the plight of the members forming the Committee to that of learnings apart from any considerations as to how they could possibly perform their statutory functions under section 93(1) and (3) at the end of the investigation. The Committee can hardly complain of any short shrift if it were to make a report under section 93(3) stating that they had continued with the hearing and investigation of the matter after they had all been persuaded of their want of jurisdiction to hear and investigate.

20

30

The Committee considers that it is an essential precondition of their appointment by the Chief Justice under the provisions of section 91 of the Act that the Inquiry Committee shall have inquired into and investigated the matter and made a report to the Council under the provisions of section 87 of the Act.

40

As to both the first and second complaint the Inquiry Committee appear to have commenced their inquiry and investigation (as has been admitted by Mr. Lee on behalf of the Law Society) without statutory declaration or affidavits in support of the written applications or complaints made against Mr. Chan Chow Wang.

50

On first reading section 86(3) of the Act there appears to be a discretion in the Inquiry

Committee as to whether or not it needs to require any statutory declarations or affidavits. Mr. Marshall has argued that the discretion of the Inquiry Committee is as to the form of the document to support a written application or complaint (i.e. a statutory declaration or affidavit) and/or as to the number of such documents in support of the application or complaint. Mr. Lee has argued that there is a general discretion and that the Inquiry Committee may call for statutory declarations or affidavits if they think fit.

No.3  
Notes of  
Evidence  
of Disciplinary  
Committee  
proceedings  
- Decision  
of the  
Disciplinary  
Committee  
dated 9th  
October  
1973

The Committee has considered the reasoning in support of both arguments very carefully and has come to the conclusion that the requirement for an application or complaint to be supported by a statutory declaration or affidavit is mandatory.

First the Committee considers that the use of the word "Every" at the beginning of the sentence is intended to show that the requirement for a written application or complaint to be supported admits of no exceptions. Secondly, the use of the words "shall be supported" are intended to make the requirement for an application or complaint to be supported by a statutory declaration or affidavit mandatory and thirdly, that the word "may" vests the Inquiry Committee with a discretion as to the form of the document to support a written application or complaint (i.e. a statutory declaration or affidavit) and/or as to the number of such documents in support of the application or complaint. In other words, the discretion in Section 86(3) as evidenced by the word "may" related to the form and number of documents to support the application or complaint and not the necessity for supportive documents which as evidenced by the words "shall be supported" is mandatory.

To interpret otherwise would produce a lacuna in the Act as admitted by Mr. Lee in his submissions, namely that on his interpretation of section 86(3), should a statutory declaration come into existence after the inquiry has commenced as a requirement of the Inquiry Committee, the Act is silent on whether it should be served on the advocate and solicitor. However, on the interpretation adopted by the Disciplinary Committee which requires at least one statutory declaration or affidavit in support of a written application or complaint before the same is

No.3  
Notes of  
Evidence  
of Discip-  
linary  
Committee  
proceedings  
- Decision  
of the  
Disciplinary  
Committee  
dated 9th  
October  
1973

inquired into or investigated, then there is no lacune. It is a canon of construction that "Where alternative constructions are equally open, that alternative is to be chosen which will be consistent with the smooth working of the system which the statute purports to be regulating; and that alternative is to be rejected which will introduce uncertainty, friction or confusion into the working of the system" (Shannon Realities Ltd. v. Villa de St. Michel (1924) A.C. 185 Lord Shaw at pp.192, 193 cited in Maxwell on Interpretation of Statutes, 12th edition at p.45). 10

In further support for their belief that section 86(3) is mandatory in requiring a statutory declaration or affidavit to support an application or complaint the Committee notes that under section 87(1)(a) a written order issued by the Supreme Court or any judge thereof or the Attorney-General under the provisions of section 86(2) requires no affidavit or statutory declaration in support. This forms a separate sub-section of 87(1) and it is considered that the reason why no statutory declaration or affidavit in support is called for is because the authority making the application or complaint is or will be acting in its official capacity in exercise of a statutory power. Similarly the Inquiry Committee may decide of its own motion to inquire into any matter (section 87(1)(b)) and in that case would need no statutory declaration or affidavit before it to support its own action. The Act having expressly dispensed with the need for a statutory declaration or affidavit in respect of two categories of persons, it must have been intended that the statutory declaration or affidavit is required in other cases. 20 30 40

We are further fortified in arriving at this conclusion in the light of the rationale of the requirement for a statutory declaration or affidavit. Mr. Lee has stated that the requirement for a statutory declaration or affidavit is for the protection of the Respondent and with this view the Committee are in agreement. The Committee would go further however and state that if the requirement is for the protection of the Respondent (by putting the complainant under the sanctions of an oath) then it is a protection which the 50

10 Inquiry Committee is required to give in each and every case falling under section 87 (1)(c). It would not be open to the Inquiry Committee to select in what instance an Advocate and Solicitor should have the protection of a statutory declaration or affidavit in support of any application or complaint against him and in what instance there should be no statutory declaration or affidavit.

In other words the Committee is of the view that the legislature intended no double standards and the Inquiry Committee should not be accorded the prerogative of determining which Respondent Solicitor should be denied protection at its sole discretion

20 For these reasons the Committee are unanimously of the opinion that the requirement of section 86(3) is mandatory upon the Inquiry Committee. In arriving at this decision the Disciplinary Committee is not attempting to sit in judgment of the Inquiry Committee but merely to satisfy itself whether it has jurisdiction to continue with its hearing.

In the Committee's opinion the present position is :-

1. that a mandatory provision of the Act Section 86(3) was not complied with;
- 30 2. that section 87(5)(a)(i), a mandatory provision of the Act was not complied with;
3. since sections 86(3) and 87(5)(a)(i) are mandatory, failure to comply with them constitute a nullity and not an irregularity which can be cured, and thus all subsequent proceedings are vitiated.
- 40 4. In view of the above, whatever proceedings of the Inquiry Committee that may have taken place, these proceedings could not have been an inquiry or investigation under section 87(5)(a)(i) as such inquiry or investigation cannot begin until after the provisions of paragraphs (a) and (b) of sub-section 5 have been complied with.



No.3  
Notes of  
Evidence  
of Discip-  
linary  
Committee  
proceedings  
- Decision  
of the  
Disciplinary  
Committee  
dated 9th  
October  
1973

Accordingly, all subsequent proceedings i.e. the report to the Council under section 87(1), the Council's decision based on the Inquiry Committee's report under section 86(1)(c) and its application to the Chief Justice to appoint a Disciplinary Committee under section 90 are vitiated.

It has been argued that the Inquiry Committee only commenced its inquiry or investigation after receipt of the statutory declaration P.13 and has thereby satisfied the provisions of section 86(3). If that be so, the Inquiry Committee has nonetheless infringed the provisions of section 87(5)(a)(i) which require service at the statutory declaration or affidavit on the Advocate and Solicitor, which infringement vitiated the proceedings before the Inquiry Committee and all subsequent proceedings.

10

20

Mr. Marshall has argued, on the authority of Surinder Singh Randa v. The Government of Malaya (1962) 28 MLJ 169) that the failure of the Inquiry Committee to provide a copy of the statutory declaration to the Respondent Solicitor is contrary to the rules of natural justice, and thus vitiated the proceedings before the Inquiry Committee and ipso facto all subsequent proceedings which stemmed from it. On this point the Committee is of the view that there has been a breach of the rules of natural justice in the proceedings before the Inquiry Committee on the authority of Surinder Singh Randa where the judicial Committee of the Privy Council held that it was not necessary to prove prejudice but that the risk of prejudice was enough (at p.173). Judicial authorities are divided as to whether a breach of the sudi alteram partem rule renders the proceedings void or voidable (see de Smith, Judicial Review of Administrative Action 2nd Ed. at pp.178, 224, 227 and 228 where the authorities are reviewed). If the breach renders the proceedings void, then all subsequent proceedings which stemmed from the first are vitiated. However, if the effect of the breach is merely voidable it may be cured. The Committee has reviewed the relevant authorities which include Vasudevan Pillai v. City Council of Singapore (1968) 2 MLJ 16 where the Judicial Committee of the Privy Council held that a breach of the audi alteram partem rule is curable.

30

40

50

This decision is binding on the courts of Singapore. In the light of Vasudevan Pillai's case, the Committee is of the view that the breach of the audi alteram partem rule is curable and that this Committee could have remedied the defeat by giving to the Respondent full details of the statutory declaration at this time, a full opportunity to consider the same, and by allowing him to make such use of the same (for example by way of cross-examination) as he thinks appropriate. As such, the breach of the instant case does not preclude this Committee from proceeding with the hearing of the same.

No.3  
Notes of  
Evidence  
of Disciplinary  
Committee  
proceedings  
- Decision  
of the  
Disciplinary  
Committee  
dated 9th  
October  
1973

The Committee has considered Mr. Lee's argument that they are not the forum before which Mr. Marshall should raise his objections as to jurisdiction and that instead the Committee should continue with their investigation unless restrained from so doing by order of the High Court. The Committee does not consider it part of its duty to add to litigation when, by taking note of a point of substance relating to jurisdiction, a matter may be remitted so that it could be raised anew in proper form without either the delay or the expense which would be occasioned by adopting the procedure suggested by Mr. Lee.

Having regard to the foregoing the Committee is unanimous in their conclusion that there has been a breach of a mandatory provision of the Legal Profession Act of such a nature as to vitiate the proceedings of the Inquiry Committee and all matters subsequent thereto that they should not continue with the investigation and accordingly render this written report to Your Lordship and are supplying a copy thereof to the Law Society.

DATED this 9th day of October 1973

Sd. K.S. Chung

Sd. A.C. Fergusson

Sd. Thio Su Mien

In the  
High Court  
of the  
Republic of  
Singapore

No. 4

EX-PARTE ORIGINATING SUMMONS  
No. 253 of 1974 dated 7th  
August 1974

No.4  
Originating  
Summons  
dated 7th  
August 1974

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Originating Summons }  
No. 253 of 1974 }

IN THE MATTER of the Legal  
Profession Act (Cap.217)

And

10

IN THE MATTER of Chan Chow Wang,  
an Advocate and Solicitor

Let all parties concerned attend before  
the Judge in Chambers on the 16th day of  
August, 1974 at 10.30 a.m. on the hearing of  
an application by the Law Society of Singapore  
that Chan Chow Wang, an Advocate and Solicitor  
of the Supreme Court, Singapore, do show  
cause why he, the said Chan Chow Wang, should  
not be dealt with under the provisions of  
Section 84 of the Legal Profession Act  
(Chapter 217) in such manner as the Court shall  
deem fit.

20

Dated the 7th day of August, 1974

Sd. R.E. MARTIN

A S S T. R E G I S T R A R

This summons is taken out by Mr. S.K.Lee  
of Nos. 31/32 Bank of China Building, Battery  
Road, Singapore 1, Solicitor for the Applicant  
whose address is at the Supreme Court Building,  
Singapore 6.

30

No. 5

AFFIDAVIT OF SUSAN JACOB  
SECRETARY TO THE DISCIPLINARY  
COMMITTEE dated 7th August 1974

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In the  
High Court  
of the  
Republic of  
Singapore

No.5  
Affidavit  
of Susan  
Jacob  
dated 7th  
August 1974

I, SUSAN JACOB of No.3 Jalan Angklong,  
Singapore 20, an Advocate and Solicitor,  
make oath and say as follows :-

- 10 1. On the 23rd day of April 1973, the  
Honourable The Chief Justice in exercise of  
his power under Section 91 of the Legal  
Profession Act (Cap. 217) appointed a  
Disciplinary Committee consisting of Mr. Kok  
Soon Chung (Chairman), Mr. Alex Crowther  
Fergusson and Dr. Thio Su Mien nee Huang  
Su Mien to hear and investigate two complaints,  
one by Madam Seah Huay of No.16-B Sian Tuan  
Avenue, Singapore and the other by Messrs.  
Donaldson & Burkinshaw of Mercantile Bank  
20 Chambers, Singapore, Advocates and Solicitors  
regarding the conduct of Mr. Chan Chow Wang,  
an Advocate and Solicitor of this Honourable  
Court. A copy of the said appointment by the  
Honourable The Chief Justice is annexed  
hereto and marked "SJ1".
2. I was on the 12th day of May 1973,  
appointed under Section 91(4) of the Legal  
Profession Act as a Secretary to the Discip-  
linary Committee. A copy of the said appoint-  
ment is annexed hereto and marked "SJ2".
- 30 3. In all, the hearing of the aforesaid two  
complaints took 15 days. After hearing and  
investigating the said two complaints, the  
said Disciplinary Committee on the 17th day  
of July 1974 delivered its report on the  
findings in relation to the facts as regards  
the conduct of the said Mr. Chan Chow Wang.  
A copy of the report is annexed hereto and  
marked "SJ3".
- 40 4. I crave leave to refer to the findings  
of the said Disciplinary Committee in respect  
of the complaint of the said Madam Seah Huay  
to the effect that the said Mr. Chan Chow Wang  
was guilty of fraudulent conduct in the  
discharge of his professional duties as  
prescribed under Section 84(2)(b) of the Legal  
Profession Act. The said Disciplinary  
Committee also found that the said Mr. Chan

In the  
High Court  
of the  
Republic of  
Singapore

No.5  
Affidavit  
of Susan  
Jacob  
dated 7th  
August 1974

Chow Wang did in fact enter into a champertous agreement with the said Madam Seah Huay, contrary to the law against champerty. The said Disciplinary Committee has determined under Section 93(1)(c) that cause of sufficient gravity for disciplinary action exists under Section 84 of the Legal Profession Act.

5. A bundle consisting of copies of amended Statements of the case and Replies in respect of both complaints is annexed hereto and marked "SJ4".

10

SWORN by the above-named }  
SUSAN JACOB on the 7th }  
day of August 1974 at } (Sgd) Susan Jacob  
Singapore }

Before me,  
(Sgd) Chan Shien Siou

Commissioner for Oaths

This Affidavit is filed on behalf of the  
Law Society of Singapore.

No. 6

EXHIBIT REFERRED TO AS  
"SJ1" IN AFFIDAVIT  
APPOINTMENT OF DISCIPLINARY  
COMMITTEE BY THE CHIEF JUSTICE  
dated 23rd April 1973

In the  
High Court  
of the  
Republic of  
Singapore

No. 6  
Exhibit  
referred to as  
"SJ1" in  
Affidavit  
dated 23rd  
April 1973

IN THE SUPREME COURT OF SINGAPORE

10 I, WEE CHONG JIN, Chief Justice of  
Singapore by virtue of section 91 of the  
Legal Profession Act (Cap. 217 Revised  
Edition 1970) and all powers enabling me  
in this behalf

20 Do hereby appoint Mr. Kok Soon Chung, Mr.  
Alec Crowther Fergusson and Dr. Thio Su  
Mien nee Huang Su Mien to be a Disciplinary  
Committee to hear and investigate two  
complaints, one by a Madam Seah Huay and the  
other by Messrs. Donaldson & Burkinshaw  
regarding the conduct of Mr. Chan Chow Wang,  
an advocate and solicitor.

Dated this 23rd day of April, 1973

Sd. (WEE CHONG JIN)

Chief Justice,  
Supreme Court,  
Singapore.

In the  
High Court  
of the  
Republic of  
Singapore

No. 7  
Exhibit  
referred to  
as "SJ3" in  
Affidavit  
dated 17th  
July 1974

No. 7

EXHIBIT REFERRED TO AS  
"SJ3" IN AFFIDAVIT  
REPORT OF DISCIPLINARY  
COMMITTEE dated 17th  
July 1974

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REPORT OF DISCIPLINARY PROCEEDINGS  
UNDER SECTION 93 OF THE LEGAL  
PROFESSION ACT (CAP. 217 REVISED  
EDITION 1970)

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10

1. The findings in this report are recorded under section 93(1) of the said Act by a Committee consisting of the under-mentioned members appointed by the Chief Justice of Singapore on the 23rd day of April 1973 by virtue of section 91 of the said Act to hear and investigate two complaints, one by a Madam Seah Huay and the other by Messrs. Donaldson & Burkinshaw regarding the conduct of Mr. Chan Chow Wang, an Advocate and Solicitor (hereinafter referred to as the Respondent):

20

Mr. K.S.Chung (Chairman)	} Members of the Disciplinary Committee
Mr. A.C.Fergusson	
Dr. Thio Su-Mien	

2. At the hearing of the two complaints, the Law Society was represented by Mr. S.K.Lee and the Respondent by Mr. D.S.Marshall. In all, the hearing took 15 days at three venues namely, the Mandarin Hotel, King's Hotel and the 5th Court in the Supreme Court.

30

3. The two amended complaints both dated the 30th July 1973 are annexed to this report.

4. At the very outset of these proceedings, the Committee invited both Mr. Lee and Mr. Marshall to assist them in ascertaining the authorities on the subject of standard of proof required and Mr. Marshall in his submission drew the attention of the Committee to two authorities and two passages therein, namely:

"(a) Bhandari v Davocates Committee 1956  
AER 742 P.C.

40

This Privy Council case concerns an Appeal from the Court of Appeal for Eastern Africa. The relevant dicta is to be found in Lord Tucker's judgment at page 744 para.1 to 745B:

"We agree that in every allegation of professional misconduct involving an element of deceit or moral turpitude a high standard of proof is called for and we cannot envisage any body of professional men sitting in judgment on a

In the  
High Court  
of the  
Republic of  
Singapore

No.7  
Exhibit  
referred to  
as "SJ3" in  
Affidavit  
dated 17th  
July 1974

(a) colleague who would be content to condemn on a mere balance of probabilities."

10

"This seems to their Lordships an adequate description of the duty of a tribunal such as the Advocates Committee, and there is no reason to think that either the Committee or the Supreme Court applied any lower standard of proof."

(b) In Re An Advocate & Solicitor 1968 (I)  
MLJ 302 (Coram: Wee Chong Jin, C.J.,  
Winslow & Kulasekaram JJ.)

20

The Honourable, the Chief Justice in the last sentence of the first column on page 306 said:

"His explanation before the disciplinary committee and earlier on to the bar committee is simply that he had forgotten about the letter from Pillai & Co., and having regard to all the material before us it seems to us that we ought not to reject it unless we are satisfied that the explanation is untrue or incapable of belief."

30

5. Mr. Lee in his submissions states that "in disciplinary proceedings, it is clear that the quantum of proof is higher than that in civil proceedings" and invites the attention of the Committee to the following proposition in a judgment of the Privy Council delivered by Lord Diplock in Walters v. The Queen (1969) 2 A.C. 26) at p.30 to the following effect:

40

"In their Lordships' view it is best left to his discretion to choose the most appropriate set of words in which to make that jury understand that they must not return a verdict against a defendant unless they are sure of his guilt ....."

6. The Committee have adopted in these proceedings the standard of proof laid down by these



In the  
High Court  
of the  
Republic of  
Singapore

No.7  
Exhibit  
referred to  
as "SJ3" in  
Affidavit  
dated 17th  
July 1974

authorities and wherever necessary applied  
the test of the learned Chief Justice.

FIRST COMPLAINT BY MADAM SEAH HUAY

17. The charges against the Respondent in  
respect of the first complaint are as follows:

(1) In entering into the champertous  
agreement to deduct as his fees the sum of  
\$10.00 for every \$100.00 damages awarded to  
the complainant's son if he succeeds in the  
action, in contravention of Sec.107(1)(b) &  
(3) of the Legal Profession Act, Cap. 217, the  
Respondent has been guilty of grossly improper  
conduct under Sec. 84 (2)(b) of the Legal  
Profession Act, Cap. 217.

10

Alternatively,

In entering into the champertous agreement  
to deduct as his fees the sum of \$10.00 for  
every \$100.00 damages awarded to the  
complainant's son if he succeeds in the action,  
in contravention of Sec.107 (1)(b) & (3) of  
the Legal Profession Act, Cap. 217, the  
Respondent has rendered himself liable to be  
disbarred or struck off the Roll of the Court  
or suspended from practice or censured if a  
barrister or solicitor in England due regard  
being had to the fact that the two professions  
are fused in Singapore, contrary to Sec. 84  
(2)(h) of the Legal Profession Act, Cap. 217.

20

Alternatively,

In entering into the champertous agreement  
to deduct as his fees the sum of \$10.00 for  
every \$100.00 damages awarded to the complain-  
ant's son if he succeeds in the action, the  
Respondent has contravened Sec.107(1)(b) and  
(3) of the Legal Profession Act, Cap. 218,  
contrary to Sec.84 (2)(j) of the same Act.

30

(2) In falsely representing to the complainant  
that her son's employers' insurers had offered  
to pay \$3,300.00 damages, the Respondent has  
been guilty of fraudulent conduct in the  
discharge of his professional duty, contrary to  
Sec. 84(2)(b) of the Legal Profession Act,  
Cap. 217.

40

Alternatively,

10 In falsely representing to the complainant that her son's employers' insurers had offered to pay \$3,300.00 damages, the Respondent has rendered himself liable to be disbarred or struck off the Roll of the Court or suspended from practice or censured if a barrister or solicitor in England due regard being had to the fact that the two professions are fused in Singapore, contrary to Sec.84 (2)(h) of the Legal Profession Act, Cap. 217.

(3) In withholding payment to the complainant of the full sum of \$4,000.00 awarded as damages to her son by the employer's insurers and paying her \$3,000.00 instead, the Respondent has been guilty of fraudulent conduct in the discharge of his professional duty, contrary to Sec.84(2)(b) of the Legal Profession Act, Cap. 217.

20 Alternatively,

30 In withholding payment to the complainant of the full sum of \$4,000.00 awarded as damages to her son by the employers' insurers and paying her \$3,300.00 instead, the Respondent has rendered himself liable to be disbarred or struck off the Roll of the Court or suspended from practice or censured if a barrister or solicitor in England due regard being had to the fact that the two professions are fused in Singapore, contrary to Sec. 84(2)(h) of the Legal Profession Act, Cap. 217.

40 (4) In deducting the sum of \$1,000.00 alleged to be Solicitor and Client's costs without the knowledge and consent of the complainant and without disclosing the fact that the Party and Party costs of \$1,000.00 has been paid, the Respondent has been guilty of fraudulent conduct in the discharge of his professional duty, contrary to Sec. 84(2)(b) of the Legal Profession Act, Cap. 217.

Alternatively,

In deducting the sum of \$1,000.00 alleged to be Solicitor and Client's costs without the knowledge and consent of the complainant and without disclosing the fact that the Party and Party costs of \$1,000.00 has been paid, the Respondent has rendered himself liable to be disbarred or struck off the Roll of the Court

In the  
High Court  
of the  
Republic of  
Singapore

No.7  
Exhibit  
referred to  
as "SJ3" in  
Affidavit  
dated 17th  
July 1974

In the  
High Court  
of the  
Republic of  
Singapore

No.7  
Exhibit  
referred to  
as "SJ3" in  
Affidavit  
dated 17th  
July 1974

or suspended from practice or censured if a barrister or solicitor in England due regard being had to the fact that the two professions are fused in Singapore, contrary to Sec. 84 (2)(h) of the Legal Profession Act, Cap. 217.

18. The first charge relates to the champertous agreement whereby the Respondent would deduct as his fees the sum of \$10.00 for every \$100.00 damages awarded to the complainant's son if he succeeded in the action. 10  
Such an agreement is in contravention of Sec. 107(1)(b) of the Legal Profession Act.

19. The evidence of the complainant in this regard in her examination-in-chief is to be found in pages 31 and 32 and this goes as follows :-

Q : What did you say to the Respondent?

A : I asked him how he would compute the lawyer's fees.

Q : What did he say? 20

A : He said that if we won against the Insurance Company he would take 10%

Q : Did you understand what he meant by 10%?

A : No, I did not.

Q : If you did not understand, did you do anything about it?

A : I told him that I did not understand.

Q : Did he explain?

A : Yes, he said if we won the case and if the Insurance Company paid a \$100.00 he would tax me \$10.00. 30

Q : Did you agree with what he said?

A : Yes.

Q : Did you pay any money to the lawyer at all at that meeting?

A : No.

Q : Did he ask you to pay any money at all?

A : No, he told me to come to his office if I received his letter.

Q : Was that all that happened at that meeting?

A : Yes and after that I went back.

and also on page 41 as follows :

10 Q : You said you went to see the Respondent who explained to you that if you won against the insurers, he would deduct 10%, what was your understanding if you lost?

A : If I lost I would receive nothing and he Mr. Chan would also receive nothing.

20. Her evidence given during cross-examination appears in the following pages :

(a) At pages 58 and 59 :

20 Q : Then you asked him what the costs would be?

A : Yes.

Q : And he said to you that at that time he did not know your son's full injuries and the amount of work to be done?

A : The lawyer told me that if he could win the case for us he would take 10%.

Q : Did he not say to you 'I cannot say now how much my fees would be?'

A : No.

30 Q : Did he not say that he did not know the extent of son's injuries?

A : No.

Q : Did he not say that if you won the case the other side would pay the costs?

A : No.

Q : Then he said you would further have to pay 10% of the compensation?

In the High Court of the Republic of Singapore

No.7 Exhibit referred to as "SJ3" in Affidavit dated 17th July 1974

In the  
High Court  
of the  
Republic of  
Singapore

No.7  
Exhibit  
referred to  
as "SJ3" in  
Affidavit  
dated 17th  
July 1974

A : No, he only said if he won.

(b) At page 65:

Q : Did he tell you that the offer received  
from the other side was inadequate,  
do not accept?

A : No, he told me that to pay my son  
\$3,000.00 was inadequate.

Q : I put it to you he said that the  
figure of \$3,000.00 was inadequate  
he would try to get \$4,000.00 \$4,500.00  
for you? 10

A : Yes.

Q : You agreed to this, you gave his  
authority to negotiate on this basis?

A : Yes.

Q : I put it to you that in discussing the  
question of how much to be asked from  
the other side he reminded you of  
costs to be paid by you?

A : No, but he did say that he would charge  
\$10.00 of every \$100.00. 20

Q : At the 3rd interview?

A : Yes.

21. The evidence of the Respondent in regard to  
the first charge given during his examination-  
in-chief is to be found in the following pages :

(a) At pages 163 and 164 :

A : Madam Seah Huay asked me what my legal  
costs would be. I told her I would not  
be able to tell her at this stage,  
because I did not know the full extent  
of her son's injuries and the amount of  
work I would have to do. I told her  
that if the defendants settled her claim  
or if judgment was entered in her favour,  
the defendants would pay me part of the  
costs which is party and party costs  
and that she would have to pay me part  
of the costs which is Solicitor and  
Client costs over and above Party and  
Party costs. I told her that I would  
tell her what my costs would be at the 30  
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completion of the case and if she disagreed with my costs she could have the bill taxed by the Registrar and I told her that from my experience of taxation the Registrar would allow Solicitor and Client costs at about 10% of the sum awarded in negligence cases. I spoke to her in Hokien.

In the High Court of the Republic of Singapore

No.7 Exhibit referred to as "SJ3" in Affidavit dated 17th July 1974

10

Q : You have used the phrases "Party and Party" costs and "Solicitor and Client" costs, did you actually explain to her this difference at that meeting?

A : Yes, I explained to her that there are 2 sets of costs; one set would be payable by the defendants and the other set she would have to pay me.

Q : Did she interrupt at any juncture?

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A : I think she asked me what is 10%; I said \$10.00 in every \$100.00.

Q : In this case the total sum obtained from the defendants was \$5,000.00, why did you charge her \$1,000.00 Solicitor and Client costs?

A : Because the work I had done justified my charges.

(b) At pages 187 and 188 :

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Q : Did you at any time mention to P.W.3 and/or any member of her family \$3,000.00 for you and \$300.00 for me?

A : No mention whatsoever.

Q : Question of costs; how many times have you discussed costs either with the complainant or members of her family?

A : Only once, when she saw me for the first time.

Q : Did you either at that occasion or any other occasion indicate what would happen if you lost ?

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A : No, I did not.

Q : In the Statement of Case paragraph 4?

In the  
High Court  
of the  
Republic of  
Singapore

No.7  
Exhibit  
referred to  
as "SJ3" in  
Affidavit  
dated 17th  
July 1974

A : I never agreed to that.

Q : Explain to the Committee what was the context in which this was mentioned?

A : If she did not agree to my costs she could have it taxed and on taxation the Registrar would normally allow 10% and she asked me what 10% meant and I said ~~10~~10.00 in every ~~100~~100.00.

22. The evidence of the Respondent in regard to the first charge during his cross examination appears in the following pages : 10

(a) At pages 192 and 193 :

Q : I put it to you that you did not, all she asked you was how much would your costs be and you said 10%?

A : No.

Q : Do you agree with the whole purpose of Madam Seah Huay going to see you was to ascertain how much she would have to pay? 20

A : Yes.

Q : Do you agree that she was anxious to know how much?

A : Yes.

Q : Would it be more than probable that she asked you how much she would have to pay if you lost the case?

A : No she did not.

Q : I put it to you that you told her that if she lost you would charge her nothing? 30

A : No.

Q : As it turned out you were charging ~~1~~1,000.00 over and above the ~~1~~1,000.00 you receive?

A : Yes.

Q : And that ~~1~~1,000.00 works out to 25% of the amount awarded that is, 15% higher,

how do you account for this?

A : I told her I would bill her but I did not say I would bill her at 10%. I also said that if she disagreed with my costs, she could have it taxed and the Registrar would probably tax it at about 10%.

Q : Your idea then of the taxed costs would be 10% and you told her so?

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A : Yes.

Q : Can you explain then why you charged her 25%?

A : I told her that I would bill her and when I did she agreed.

Q : According to you when you told her that you were charging \$1,000.00 she went away quite happy. There was no protest?

A : Yes.

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Q : She never asked why you were charging her \$1,000.00?

A : No.

(b) At page 203 :

Q : You never explained to her the true settlement and made her believe that you received \$300.00 as your costs being 10% of the \$3,000.00 you gave her?

A : Not true.

30

Q : You never at any time told her anything about 2 sets of costs and her having to pay you Solicitor and Client costs?

A : I did tell her on the first occasion.

23. In dealing with the first charge, the Committee are fully aware that the case against the Respondent turns on a question of credibility, as submitted by Mr. Marshall.

24. Accordingly the Committee in assessing the

In the  
High Court  
of the  
Republic of  
Singapore

No.7  
Exhibit  
referred to  
as "SJ3" in  
Affidavit  
dated 17th  
July 1974



In the  
High Court  
of the  
Republic of  
Singapore

No.7  
Exhibit  
referred to  
as "SJ3" in  
Affidavit  
dated 17th  
July 1974

evidence of the complainant have taken into consideration her social background, her age, her illiteracy, her demeanour when giving evidence and her very strong dissatisfaction with the Respondent for appropriating to himself \$2,000.00 out of a total award of only \$5,000.00 awarded by the Insurance Company for the injuries suffered by her son.

25. Having considered these factors, the Committee have arrived at the conclusion that she was a truthful witness whose testimony, especially in regard to the question of the 10% which the Respondent wanted to charge her for his services, was unshaken during cross examination. Furthermore, the Committee are impressed with the consistency of her evidence especially that relating to the 10%, in that from the time she first wrote to the Law Society on the 3rd November 1972 to the time she was cross examined, she had maintained that the Respondent wanted to deduct as his fees \$10.00 from every \$100.00 damages awarded to her son. The Committee do not think that this was a matter which was fabricated by her nor do the Committee feel that she had misunderstood the Respondent in any way when he allegedly explained to her the difference between Solicitor and Client costs and Party and Party costs and taxation of his bill which would bring him about 10% of any amount awarded by the insurers. (See pages 163 and 164 of the notes of evidence).

26. In assessing the testimony of the Respondent in this regard, the Committee found his testimony unconvincing, to say the least.

27. The following evidence of the Respondent in page 164 is noteworthy :

"Q : Did she interrupt at any juncture?

A : I think she asked me what is 10%; I said \$10.00 in every \$100.00.

Q : In this case the total sum obtained from the defendants was \$5,000.00, why did you charge her \$1,000.00 Solicitor and Client costs? 40

A : Because the work I had done justified my charges."

How the Respondent could maintain this at the hearing is difficult to understand having regard

to the offer made by him perhaps in a moment of contrition in his letter of the 11th December 1972 to the Inquiry Committee of the Law Society to reduce his Solicitor and Client costs to \$600.00.

In the High Court of the Republic of Singapore

28. The acts of the Respondent did not at any time bear out the explanation he sought to give to the Committee regarding the 10% charges.

No.7 Exhibit referred to as "SJ3" in Affidavit dated 17th July 1974

10 29. The Committee feel that the complainant spoke the truth and had not misunderstood the Respondent, if at all he had given the explanation which he claimed to have done regarding the 10%.

30. The Committee therefore applied the test laid down by the learned Chief Justice and they had asked themselves this question:

"Was the Respondent's explanation untrue or incapable of belief?"

and they were compelled to say, yes.

20 31. Section 107(1)(b) under which the Respondent is charged goes as follows :

"No Solicitor shall enter into any agreement by which he is retained or employed to prosecute any suit or action or other contentious proceeding which stipulates for or contemplates payment only in the event of success in that suit, action or proceeding."

30 32. The Committee find that there was an agreement between the Complainant and the Respondent by which the Respondent was employed to prosecute on behalf of the Complainant's son a suit which stipulated for payment only in the event of success in that suit and accordingly the Respondent has contravened Section 107(1)(b) of the Act and the Law Society has proved Section 84(2)(b) as well as Section 84(2)(j) in the alternative charge although the Committee are of the view that Section 84(2)(j) is the more appropriate section.

40 33. The Committee do not consider that Section 107(3) is a section under which a charge can be brought. It is apparent that this section provides for charges to be brought against an advocate and solicitor for maintenance and

In the  
High Court  
of the  
Republic of  
Singapore

No.7  
Exhibit  
referred to  
as "SJ3" in  
Affidavit  
dated 17th  
July 1974

champerty even if the advocate and solicitor is not guilty of Section 107(1)(b) but 107(3) is not a section which can be contravened and the Committee find that the charge, in so far as it claims contravention of 107(3) is bad.

34. However the Committee find that the Respondent did in fact enter into a champertous agreement with the Complainant, contrary to the law against champerty.

35. Second charge on the 1st Complaint: (please see page 9) 10

The evidence of the Complainant in her examination-in-chief goes as follows :

(a) At pages 35 and 36 :

Q : Inside the room, what happened?

A : The Respondent put \$3,000.00 on the table and invited us to count the money.

Q : Did the Respondent speak to you?

A : Yes, he said to me to take the \$3,000.00 I said to him why was it only \$3,000.00, my son had received such a severe injury on his hand and you told me that you wanted to ask for \$4,500.00. He told me 'You take \$3,000.00 and \$300.00 is mine'. 20

Q : Did he tell you what sum he had recovered?

A : He said that he had asked for \$300.00 and \$3,000.00 was to be collected by Sa Chia.

Q : Can you remember in what denomination the \$3,000.00 was in? 30

A : All in \$50.00.

Q : Did he ask you to count it?

A : Yes.

Q : How much money did you find?

A : \$3,000.00, I asked him why he did not ask for the \$4,500.00 as promised.

Q : What did he tell you?

In the  
High Court  
of the  
Republic of  
Singapore

No.7  
Exhibit  
referred to  
as "SJ3" in  
Affidavit  
dated 17th  
July 1974

10

A : He told me that that was the maximum amount; that the case had gone through the District Court and High Court. If I refused to accept the \$3,000.00 I might not get a single cent. The doctor has acted as a witness and testified that that was the maximum amount payable. If I wanted to accept it, do so, if I refused I might not get a single cent.

Q : After counting the money, what did you do?

A : I put \$2,000.00 in my left pocket and \$1,000.00 in my right pocket and after I counted Sa Chia counted it.

Q : Did you and your son then leave?

A : We then went home.

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(b) At pages 37 and 38 :

Q : Did you see Mr. Chan?

A : Yes, in his room.

Q: What did you say to Mr. Chan?

A : I told him that my son Sa Chia was given a compensation \$5,000.00. Mr. Chan said it was only \$3,000.00.

Q : Did Mr. Chan say anything else?

A : He told me that it was the Insurance Co. that cheated me, he himself did not cheat me.

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Q : Did your son Kim Ho say anything?

A : Yes, my son asked him for the receipt on which I put my thumb print.

Q : What did the Respondent say?

A : The Respondent said that he did not have the receipt as it was sent to the Insurance Co.

36. In regard to the second charge, the Committee

In the  
High Court  
of the  
Republic of  
Singapore

No.7  
Exhibit  
referred to  
as "SJ3" in  
Affidavit  
dated 17th  
July 1974

accept the evidence of the Complainant that the Respondent told her that the insurers had paid in all \$3,300.00 by way of compensation and that she received \$3,000.00 from the Respondent out of the total award of \$3,300.00. The charge itself states that in falsely representing to the Complainant that her son's employer's insurers had offered to pay \$3,300.00 damages, the Respondent has been guilty of fraudulent conduct in the discharge of his professional duty. It will be noted that in the charge, the false representation relates only to the offer made by the insurers and not to an offer and acceptance by the Respondent as solicitor for the injured. However, the Committee feel that the mere fact of false representation of the offer alone is sufficient to justify a charge of fraudulent conduct.

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37. The Respondent stated that he informed the Complainant that the insurers had offered not \$3,300.00 but \$4,000.00 and that he paid the Complainant \$3,000.00 after which she went away quite contented with that sum.

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38. The Committee find this difficult to believe having regard to the following facts :

(a) After the Respondent received the letter dated 23rd October 1972 from Messrs. Donaldson & Burkinshaw enclosing therewith their cheque for \$5,000.00 in full settlement of the claim, he wrote to the Complainant as follows on the 27th October 1972:

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"Please kindly call at the office as soon as possible and bring along this letter with you."

It is difficult to understand why no mention at all was made in this letter of the award by the insurers much less the amount of the award.

(b) When the Complainant went to see the Respondent on the 31st October 1972 as requested (see page 34 of the notes) together with her son Sa Chia, the Respondent took great pains and used the most elaborate methods to obtain the Complainant's thumb print to various documents, cheque, cheque stubs, etc. on which the sum of \$4,000.00 appeared and yet by an oversight, as he claimed, he failed to give her a receipt for the \$1,000.00 which he charged as Solicitor and Client costs. It should be noted that although the

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discharge voucher (P10) referred to a sum of \$4,000.00 being received by the Complainant, the Complainant and her son Sa Chia are illiterate and could not even read figures (see pages 55 and 98 of the notes).

In the  
High Court  
of the  
Republic of  
Singapore

No.7  
Exhibit  
referred to  
as "SJ3" in  
Affidavit  
dated 17th  
July 1974

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(c) On the same day that the Respondent paid her \$3,000.00 in cash, she sent her son to the factory to enquire from the clerk Ng Jui Meng what the actual compensation paid by the insurers was. This could hardly be the act of a person who was satisfied with her award as claimed by the Respondent. After she was told by her son Sa Chia after his visit to the factory that the compensation award was in fact \$5,000.00, she went to the factory with another son of her Ng Kim Ho the next morning (see page 56 of the notes). She was told by the clerk that the amount awarded was \$5,000.00. On receiving this confirmation,

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she went straight away to see the Respondent from the factory to confront him with the news she got from the clerk. She was then told by the Respondent that the Insurance Company had cheated her. The evidence of the Respondent relating to this incident is on page 175 to the following effect :

"Q : Did anything happen the next day (1st November 1972)?

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A : Madam Seah Huay and one of her sons Ng Kim Ho (P.W.7) came to my office.

Q : Were they brought in by anybody?

A : I think they just came in on their own.

Q : You had no file with you?

A : No.

Q : What happened?

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A : She asked me to reduce my costs. She said I was charging her too high. I told her that my charges were not high at all and I was justified in charging \$1,000.00. Then she said that I had \$2,000.00 while her injured son got only \$3,000.00 I said to her that I had already told her that \$1,000.00 was paid by the Insurance Co. I refused to discuss the question of reducing my costs."

In the  
High Court  
of the  
Republic of  
Singapore

No.7  
Exhibit  
referred to  
as "SJ3" in  
Affidavit  
dated 17th  
July 1974

It is also difficult to understand, if one were to believe the Respondent, why the Complainant should have taken the trouble of sending her son to the factory on the day she received the \$3,000.00 to enquire about the amount of the award and why she herself went the following day for the same purpose if all she wanted from the Respondent was a reduction of his charges. There is no doubt in the minds of the Committee members that she went to the factory for one purpose only - and that was to ascertain the amount of the award as obviously she disbelieved the Respondent.

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(d) The Committee also accept the evidence of Ng Jui Meng (page 118 et seq.) which corroborated the evidence of the Complainant.

(e) The complete lack of accounts and account books on the part of the Respondent and his failure to give the Complainant a receipt for \$1,000.00 until 23rd November 1972 when he wrote the following letter to the Complainant:

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" We refer to the above matter which has been settled at \$4,000.00 plus party and party costs at \$1,000.00 and upon going through our file we note that we have inadvertently omitted to issue you a receipt for the payment of Solicitor and Client's costs of \$1,000.00.

The receipt for the payment of Solicitor and Client's costs of \$1,000.00 is now ready for your collection at our office. You may call at our office to collect the same or if you like we shall post the same to you."

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The Committee are not satisfied with the explanation given by the Respondent that it did not occur to him to send the receipt to the Complainant with his letter of the 23rd November 1972 (see notes page 202). The letter itself shows that the Respondent already had in his mind, when he wrote it, the possibility of sending the receipt by post.

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(f) The letter dated 29th November 1972 from the Respondent to the Complainant requesting her to call at his office as soon as possible and to bring along that letter with her. The Committee feel that this request was made for the purpose of trying to come to a settlement with the Complainant especially when they take into

consideration the telephone call the Respondent made to Ng Jui Meng requesting him to get the Complainant and her son to call on him (see page 123 of the notes). These attempts to communicate with the Complainant could only be interpreted as attempts to placate her.

In the High Court of the Republic of Singapore

No.7 Exhibit referred to as "SJ3" in Affidavit dated 17th July 1974

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39. The Committee are of the view that the Respondent's explanation that the Complainant's visit to his office on the 1st November 1972 to ask for a reduction of his costs is unacceptable and the Committee accept the evidence of the Complainant that she went to the Respondent's office to tell him that he had falsely represented to her that the award made by the insurers was \$3,300.00 and not \$5,000.00. The Committee therefore find that the Respondent has been guilty of fraudulent conduct in the discharge of his professional duty contrary to Section 84(2)(b) of the Legal Profession Act and has rendered himself liable to be disbarred or suspended from practice under Section 84(2)(h) of the Act.

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40. Third charge on the 1st Complaint :

This charge states as follows :

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" In withholding payment to the Complainant the full sum of \$4,000.00 awarded as damages to her son by the employer's insurers and paying her \$3,000.00 instead, the Respondent has been guilty of fraudulent conduct on the discharge of his professional duty, contrary to Section 84(2)(b) of the Legal Profession Act Cap. 217."

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41. The Committee are of the view that the mere fact of withholding payment to the Complainant of the full sum of \$4,000.00 awarded as damages did not constitute fraudulent conduct as there was no evidence that the Respondent was not entitled to Solicitor and Client costs payable out of the \$4,000.00. Bearing in mind that party and party costs belong to the client and that Solicitor and Clients costs are bound to be more than party and party costs, the Respondent could properly have charged the Complainant's son a sum in excess of \$1,000.00 and accordingly the excess over the \$1,000.00 would have come from the \$4,000.00. In other words, the Respondent would have been

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In the  
High Court  
of the  
Republic of  
Singapore

No.7  
Exhibit  
referred to  
as "SJ3" in  
Affidavit  
dated 17th  
July 1974

entitled to withhold an appropriate part of the \$4,000.00 in payment of the excess over \$1,000.00 in respect of his Solicitor and Client costs.

42. Accordingly the Committee find that the Law Society had not proved that the Respondent had done any act contrary to Section 84(2)(b) or 84 (2)(h) in respect of the third charge under the 1st Complaint.

43. Fourth charge on the 1st Complaint:

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This charge states as follows :

"In deducting the sum of \$1,000.00 alleged to be Solicitor and Client's costs without the knowledge and consent of the Complainant and without disclosing the fact that the party and party costs of \$1,000.00 has been paid, the Respondent has been guilty of fraudulent conduct in the discharge of his professional duty contrary to Section 84(2)(b) of the Legal Profession Act, Cap. 217."

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This charge in fact consists of two parts, namely:

- (a) deducting the sum of \$1,000.00 without the knowledge and consent of the Complainant, and
- (b) non-disclosure of payment of party and party costs of \$1,000.00.

44. The Committee are of the view that it is sufficient for the Law Society to prove only deduction of \$1,000.00 by the Respondent without the knowledge and consent of the Complainant and proof of this alone would constitute fraudulent conduct. The Committee are also satisfied that non-disclosure of payment of party and party costs of \$1,000.00 has also been proved.

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45. The evidence of the Complainant in this regard is to be found on page 40 of the notes as follows :

Q : During all your interviews with Mr.Chan, did he ever tell you that he was deducting \$1,000.00 for his costs?

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A : No, he never mentioned that he was charging \$1,000.00 as his costs.

Q : Did he ever mention to you that he was

deducting \$1,000.00 from the sum received from the Insurance Co.?

A : No.

Q : Did he ever give a receipt for \$1,000.00 at any time?

A : No.

10 46. Here again the Committee accept the evidence of the Complainant for substantially the reasons stated in paragraph 38 of this Report.

47. Accordingly the Committee find that the Respondent has been guilty of fraudulent conduct in respect of the fourth charge under the 1st Complaint contrary to Section 84 (2)(b) of the Legal Profession Act and that the Respondent has rendered himself liable to be disbarred or suspended from practice under Section 84(2)(h) of the Act.

20 48. In arriving at their findings the Committee have been careful to exclude from their consideration all extraneous, irrelevant and prejudicial matters which the Law Society attempted to introduce in evidence and in their written submission (see pages 1, 20, 22, 23, 27 and 28 of the Law Society's submission) some of which matters were expunged from their submission with the consent of Counsel for the Law Society.

30 49. After hearing and investigating the two complaints referred to them the Committee now determine under Section 93(1)(c) of the Legal Profession Act that cause of sufficient gravity for disciplinary action exists under Section 84 of the Act.

Dated the 17th day of July 1974

Mr. K.S. Chung	Sd.
Mr. A.C.Fergusson	Sd.
Dr.Thio Su-Mien	Sd.

In the High Court of the Republic of Singapore

No.7  
Exhibit referred to as "SJ3" in Affidavit dated 17th July 1974

In the  
High Court  
of the  
Republic of  
Singapore

No.8  
Exhibit  
referred to  
as "SJ4" in  
the Affidavit

No. 8

EXHIBIT REFERRED TO AS "SJ4"  
IN THE AFFIDAVIT - AMENDED  
STATEMENT OF CASE AND REPLY  
RELATING TO FIRST COMPLAINT  
ONLY

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AMENDED STATEMENT OF THE CASE  
ON THE 1ST COMPLAINT

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1. CHAN CHOW WANG (hereinafter called the respondent) of Room 704, 7th floor, Colombo Court, Singapore 6, an Advocate and Solicitor of the Supreme Court of the Republic of Singapore, is the sole proprietor of the firm of Chan Chow Wang & Co. of 4 years' standing. 10
2. One Ng Sa Chia, a male infant, was injured in an accident at the factory of his employers, Messrs. Bridgestone Singapore Co. (Pte) Ltd., on or about the 3rd September, 1971.
3. His mother, Madam Seah Huay of No.16B Sian Tuan Avenue, Singapore (hereinafter called the complainant) engaged the respondent to seek compensation from her son's employers. 20
4. The complainant and the respondent verbally agreed that the latter would deduct as his fees the sum of \$10.00 for every \$100.00 damages awarded to the injured boy.
5. The respondent commenced an action, High Court Suit No. 1937 of 1972, pursuant to the aforesaid instructions and agreement.
6. Subsequently the respondent informed the complainant that there was an offer of \$3,000.00 in settlement of her son's claim. The complainant rejected this offer, whereupon the respondent agreed to negotiate further for another \$1,500.00. 30
7. Upon receipt of a letter from the respondent the complainant accompanied by her said son, attended his office on 31st October 1972, then at the Far East Finance Building, Nos. 17/19 Battery Road, Singapore. The respondent informed the complainant that the sum offered this time was \$3,300.00 and that the sum of \$300.00 would be deducted as fees in accordance with the agreement referred to in paragraph 4 hereof. The 40

complainant was made to place her thumb-print on a document in English which she did not understand. She was then given \$3,000.00 in cash.

In the  
High Court  
of the  
Republic of  
Singapore

No.8  
Exhibit  
referred to  
as "SJ4" in  
the Affidavit

10

8. Upon subsequent discussion with Messrs. Bridgestone Singapore Co. (Pte) Ltd., the complainant discovered that the actual amount of the settlement offered to her son by the employers' insurers was \$5,000.00, comprising \$4,000.00 damages and \$1,000.00 as party and party costs. The complainant then learned that the document on which she had placed her thumb-print was in fact a Discharge Voucher issued by Messrs. United Malayan Insurance Company acknowledging receipt of \$4,000.00 in full and final settlement of the claim.

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9. The complainant caused a letter dated 3rd November, 1972, setting out the aforesaid matters, to be sent to the Law Society of Singapore.

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10. Sometime at the end of November 1972, the complainant received a letter dated 23rd November, 1972, from the respondent stating that he has inadvertently omitted to issue a receipt for the payment of Solicitor and Client's costs of \$1,000.00. The complainant had never at any time been informed that she would be charged the said sum of \$1,000.00. Nor had she at any time assented to the said deduction.

In the premises:

(1) In entering into the champertous agreement to deduct as his fees the sum of \$10.00 for every \$100.00 damages awarded to the complainant's son if he succeeds in the action, in contravention of Sec.107(1)(b) & (3) of the Legal Profession Act Cap.217, the respondent has been guilty of grossly improper conduct under Sec. 84(2)(b) of the Legal Profession Act, Cap.217.

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Alternatively,

In entering into the champertous agreement to deduct as his fees the sum of \$10.00 for every \$100.00 damages awarded to the complainant's son if he succeeds in the action, in contravention of Sec.107(1)(b) & (3) of the Legal Profession Act Cap.217, the respondent has rendered himself liable to be disbarred or struck off the Roll of the Court or suspended from practice or censured if a barrister or

In the High Court of the Republic of Singapore

No.8 Exhibit referred to as "SJ4" in the Affidavit

solicitor in England due regard being had to the fact that the two professions are fused in Singapore, contrary to Sec.84(2)(h) of the Legal Profession Act, Cap.217.

Alternatively,

In entering into the champertous agreement to deduct as his fees the sum of \$10.00 for every \$100.00 damages awarded to the complainant's son if he succeeds in the action, the respondent has contravened Sec.107(1)(b) and (3) of the Legal Profession Act Cap.218, contrary to Sec.84(2)(j) of the same Act.

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(2) In falsely representing to the complainant that her son's employers' insurers had offered to pay \$3,300.00 damages, the respondent has been guilty of fraudulent conduct in the discharge of his professional duty, contrary to Sec.84(2)(b) of the Legal Profession Act Cap.217.

Alternatively,

In falsely representing to the complainant that her son's employers' insurers had offered to pay \$3,300.00 damages, the respondent has rendered himself liable to be disbarred or struck off the Roll of the Court or suspended from practice or censured if a barrister or solicitor in England due regard being had to the fact that the two professions are fused in Singapore, contrary to Sec.84(2)(h) of the Legal Profession Act Cap. 217.

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(3) In withholding payment to the complainant the full sum of \$4,000.00 awarded as damages to her son by the employers' insurers and paying her \$3,000.00 instead, the respondent has been guilty of fraudulent conduct in the discharge of his professional duty, contrary to Sec.84(2)(b) of the Legal Act Cap.217.

30

Alternatively,

In withholding payment to the complainant the full sum of \$4,000.00 awarded as damages to her son by the employers' insurers and paying her \$3,300.00 instead, the respondent has rendered himself liable to be disbarred or struck off the Roll of the Court or suspended from practice or censured if a barrister or solicitor in England due regard being had to the fact that the two professions are fused in Singapore, contrary to Sec.84(2)(h) of the Legal Profession Act Cap.217.

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(4) In deducting the sum of \$1,000.00 alleged to be Solicitor and Client's costs without the knowledge and consent of the complainant and without disclosing the fact that the Party and Party costs of \$1,000.00 has been paid, the respondent has been guilty of fraudulent conduct in the discharge of his professional duty, contrary to Section 84(2)(b) of the Legal Profession Act, Cap.217.

In the  
High Court  
of the  
Republic of  
Singapore  
No.8  
Exhibit  
referred to  
as "SJ4" in  
the Affidavit

10 Alternatively,

In deducting the sum of \$1,000.00 alleged to be Solicitor and Client's costs without the knowledge and consent of the complainant and without disclosing the fact that the Party and Party costs of \$1,000.00 has been paid, the respondent has rendered himself liable to be disbarred or struck off the Roll of the Court or suspended from practice or censured if a barrister or solicitor in England due regard being had to the fact that the two professions are fused in Singapore, contrary to Sec.84(2)(h) of the Legal Profession Act, Cap.217.

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Dated this 30th day of July, 1973

Sd. S.K.LEE  
(S.K.LEE)

Solicitor representing  
The Law Society of  
Singapore.

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REPLY OF RESPONDENT TO STATEMENT OF  
CASE COMPLAINT NO. 1

1. The Respondent admits paragraphs 1, 2, 3 and 9.
2. The Respondent denies paragraph 4.
3. As to paragraph 5, the Respondent admits commencing the said action, but not in pursuance of the alleged agreement.
4. Paragraph 6 is denied. Pursuant to a letter sent by the Respondent on the 22nd of September, the complainant and her son did

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In the  
High Court  
of the  
Republic of  
Singapore  
No.8  
Exhibit  
referred to  
as "SJ4" in  
the Affidavit

attend the Respondent's office on or about the 28th September, 1973. The Respondent informed the complainant that the settlement offer made was \$3,500.00 plus \$1,000.00 party and party costs. Acting on the Respondent's advice, the complainant rejected this offer and instructed him to continue negotiations with a view to settlement at a figure between \$4,000.00 to \$4,500.00 general damages, which would be subject to solicitor and client costs. 10

5. (a) As to paragraph 7, the Respondent denies the alleged conversation with the complainant and, furthermore, denies that the document which the complainant signed was signed without the same being understood by her. The Respondent admits the attendance at his office and admits payment of the \$3,000.00 in cash to the complainant.

(b) The complainant and her son were fully aware that the form of discharge she executed, and which was forwarded by the solicitor for Bridgestone Singapore Co. (Pte) Ltd., was \$4,000.00 general damages of which \$1,000.00 with her consent, was deducted by the Respondent for solicitor and client costs, in addition to \$1,000.00 party and party costs. The complainant at this meeting, thumb-printed a cheque for \$4,000.00 made out in her name. 20

6. As to paragraph 8, the Respondent has no knowledge of the averments therein contained, and, insofar as they are relevant, requires proof thereof. 30

7. As to paragraph 10, the Respondent admits sending a letter dated the 23rd of November, 1972, but denies that it could have reached the complainant only at the end of November as the same was posted on the 24th of November, 1972. The Respondent furthermore denies the complainant's allegations that she was ignorant of and did not consent to the solicitor and client costs. 40

In the premises:

The Respondent denies any improper, fraudulent or unethical conduct.

Dated this 27th day of June 1974.

Sd: David Marshall

SOLICITOR FOR RESPONDENT

No. 9

ORDER OF COURT dated  
16th August 1974

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In the  
High Court  
of the  
Republic of  
Singapore

No.9  
Order of  
Court  
dated 16th  
August 1974

BEFORE THE HONOURABLE THE CHIEF JUSTICE  
IN CHAMBERS

10

Upon the application of The Law Society of Singapore made this day by Originating Summons and upon reading the Affidavit of Susan Jacob filed herein on the 7th day of August 1974 and the exhibits thereto and upon hearing Counsel for the said Applicant IT IS ORDERED that Chan Chow Wang, an Advocate and Solicitor of the Supreme Court, Singapore, do show cause why he, the said Chan Chow Wang, should not be dealt with under the provisions of Section 84 of the Legal Profession Act (Chapter 217) in such manner as the Court shall deem fit.

Dated this 16th day of August 1974.

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Sd. R.E. Martin  
ASST. REGISTRAR



In the  
High Court  
of the  
Republic of  
Singapore

No. 10

JUDGMENT dated 22nd  
November 1974

No.10  
Judgment  
dated 22nd  
November  
1974

JUDGMENT

In September 1971 a twenty year old labourer, Ng Sa Chia, injured his hand while at work in the premises of his employers, Bridgestone Singapore Ltd. Six months later in March 1972 he consulted Mr. Chan Chow Wang (hereinafter referred to as "Mr. Chan"), an Advocate and Solicitor practising under the firm name of Chan Chow Wang & Co. The evidence on this visit is conflicting. Ng Sa Chia said he went to Mr. Chan's office with a fellow employee, Osman, and two others on 4th March and saw a clerk who took down his Identity Card particulars. He told the clerk about the injury to his hand. Then they returned to his home where the clerk saw his mother, Madam Seah Huay, took down her Identity Card particulars, obtained her fingerprint on a piece of paper and was given his doctor's report cards. He said he did not see Mr. Chan at that visit.

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Mr. Chan, however, said Ng Sa Chia consulted him on 3rd March having come into his inner office with Osman and his clerk who showed him an "Instruction Sheet" attached to which were two hospital registration cards. This "Instruction Sheet" was a plain foolscap piece of paper on which the clerk had written the personal particulars of Ng Sa Chia and particulars with a diagram relating to the injury suffered by Ng Sa Chia. This document is undated.

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According to Madam Seah Huay she was given a note to see a lawyer by one of the persons who came to her house on 4th March and in response to it she went to see the lawyer named in the note on 6th March and the lawyer she saw was Mr. Chan at his inner office. She went with another son, Ng Kim Pan. She asked Mr. Chan how he would compute his fees and was told by Mr. Chan that "if we won against the Insurance Company he would take 10%. As she did not understand what that meant he explained to her that "if we won the case and if the Insurance Company paid \$100.00 he would tax me \$10" to which she agreed. She said she did not pay any money to Mr. Chan nor did he ask her to pay any money. She left after he had

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told her to go to his office if she received a letter from him.

In the  
High Court  
of the  
Republic of  
Singapore

No.10  
Judgment  
dated 22nd  
November  
1974

10 Mr. Chan gave a totally different version. He said that Madam Seah Huay saw him in the inner office on 4th March accompanied by her son, Ng Kim Pan. They came into his room with his clerk who brought two documents which he referred to as "Instruction Sheets". One of these documents was the "Instruction Sheet" already referred to and the other, also a plain foolscap sheet of paper, had written on it by the clerk the personal particulars of Madam Seah Huay and Ng Sa Chia. After satisfying himself that Madam Seah Huay was the mother of Ng Sa Chia, he ascertained from her that she wanted to claim compensation for the injuries sustained by her son. He was asked by her what his legal costs would be. He explained to her in the Hokkien dialect that he was unable at that stage to tell her because he did not know the full extent of her son's injuries and the amount of work he would have to do. He told her that if the claim was settled or if judgment was entered in her favour, "the defendants would pay me part of the costs which is party and party costs and that she would have to pay one part of the costs which is Solicitor and Client costs over and above party and party costs".

20 He also told her he would tell her what his costs would be at the completion of the case and if she disagreed with his costs she could have the bill taxed by the Registrar and that from his experience of taxation the Registrar would allow Solicitor and Client costs at about 10% of the sum awarded in negligence cases. He said that he explained to her the difference between party and party costs and Solicitor and Client costs by telling her that there are two sets of costs; one set would be payable by the defendants and the other set she would have to pay him. While he was telling her about the probable costs she asked him what 10% meant and he explained it meant \$10 in every \$100.

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50 About three months later in June 1972 Madam Seah Huay received a single sentence letter from Mr. Chan's firm which reads: "Please kindly call at our office as soon as possible and bring along with you this letter". Prior to writing this letter, Mr. Chan had on 26th May written to the injured's employers,

In the  
High Court  
of the  
Republic of  
Singapore

No.10  
Judgment  
dated 22nd  
November  
1974

Bridgestone Singapore Ltd. claiming damages and enquiring whether the company was prepared to negotiate, without prejudice, an out of court settlement. The company's insurers replied by letter dated 5th June stating that the circumstances of the accident suggested that the employee was fully responsible for his own injuries. Madam Seah Huay responded to Mr. Chan's letter. The evidence on this visit is again in acute conflict. She said she went alone and saw Mr. Chan who told her that if the Insurance Company compensated her too little such as \$2,000 to \$3,000 she was not to accept it and to show the letter to him. She accepted his advice and then left. 10

Mr. Chan's version was completely different. He said she and her injured son came and saw him on 13th June in his inner office with his clerk who brought in the relevant office file and another "Instruction Sheet". This document had a date "13/6/72" written on it by the clerk and an account of how Ng Sa Chia came to suffer the injury to his hand. Mr. Chan said he told Madam Seah Huay that the Insurance Company had written denying liability and in the circumstances he had to commence proceedings in the High Court. He also told her that as her son was under twenty-one years of age she would have to sign a Consent to Act as next friend. Three copies of a Consent to Act were then prepared and in his presence she affixed her thumbprint on them. 20 30

About three months later Mr. Chan's firm commenced proceedings in the High Court. The Writ was issued on 5th September 1971 naming Bridgestone Singapore Ltd. as defendants. On 21st September Mr. Chan's firm received a letter from a firm of solicitors who had entered appearance on behalf of the company. The next day at the request of the Solicitor in charge of the matter for the company Mr. Chan met him and after discussion an offer of settlement of \$3,500/- damages and costs of \$1,000/- was made on behalf of the Company. Mr. Chan made a counter offer of \$4,500/- and \$1,500/- costs. On the same day Mr. Chan wrote to Madam Seah Huay, again a single sentence letter, requesting her and her injured son to call at his office and to bring the letter with her. 40

A few days later Madam Seah Huay and her injured son went to Mr. Chan's office. Her 50

evidence on this, her third visit to Mr. Chan's office, again conflicts with Mr. Chan's version. She said that he told her that there was an offer of \$3,000/- which she rejected and he then told her he would try to get between \$4,000/- and \$4,500/-. She agreed to his negotiating on that basis and she then left. She denied he reminded her of costs to be paid by her.

In the  
High Court  
of the  
Republic of  
Singapore

No.10  
Judgment  
dated 22nd  
November 1974

10 Mr. Chan's version was this. She and her injured son came into the inner office with his clerk. He told her he had commenced proceedings in the High Court and had seen the defendants' lawyer who offered \$3,500/- and \$1,000/- costs. He told her \$3,500/- was on the low side and advised her to reject the offer. She accepted his advice. He then told her he would try and obtain a settlement at between \$4,000/- and \$4,500/- and that out of the settlement she would have to pay him his costs in addition to the party and party costs. He then examined the son's scars, made a note of the injuries on this letter which Madam Seah Huay had brought with her and questioned her son on certain aspects relating to the claim for damages. They then left.

30 Mr. Chan resumed negotiations with the insurance company's solicitors who wrote to his firm on 3rd October 1972 enquiring whether his client would settle "at a global figure of \$5,000/-" Without replying and without disclosing this latest offer to Madam Seah Huay Mr. Chan took out an application by way of Summons in Chambers on 5th October returnable on 13th October "for an Order that the Plaintiff may be at liberty to sign judgment for consent in this action". There was no affidavit filed in support of the application. The insurance company's solicitors, on being served with the application, wrote to Mr. Chan's firm expressing surprise as they had never agreed to consent to judgment. Mr. Chan replied on 11th October stating that his client was prepared to accept the global offer of \$5,000/- on condition that their clients were "prepared to consent judgment in the form of general damages at \$4,000/- and costs at \$1,000/-". In fact Mr. Chan had not informed Madam Seah Huay nor had she expressly instructed him on the global offer of \$5,000/-. The application was heard by the Deputy Registrar

In the  
High Court  
of the  
Republic of  
Singapore

No.10  
Judgment  
dated 22nd  
November  
1974

on 13th October and by consent it was ordered that "Plaintiff be at liberty to sign judgment against the abovenamed Defendants for the sum of \$4,000/- and \$1,000/- party and party costs in the action".

Subsequently Mr. Chan's firm received a letter dated 23rd October 1972 from the insurance company's solicitors enclosing a cheque for \$5,000/- and a Discharge Voucher for his client's signature and return. On 27th October Mr. Chan wrote to Madam Seah Huay another single sentence letter requesting her to call at his office. In response she went to Mr. Chan's office with her injured son on 31st October 1972 and saw Mr. Chan. The evidence of what took place is again in acute conflict. Madam Seah Huay said that Mr. Chan gave her a piece of paper and asked her to put her thumbprint on it. After she had done this she was asked to wait outside his room. She was not told nor did she know of the contents of the document she thumbprinted. Then she saw his clerk enter his room, come out and then leave the office. On the clerk's return to the office, he went into Mr. Chan's room and then came out and asked her and her injured son to go into Mr. Chan's room. Inside the room Mr. Chan put \$3,000/- on the table and asked her to count it and to take it. She counted it and found it was \$3,000/- in \$50/- denominations and asked him why he had not asked for \$4,500/- as promised. He replied that that was the maximum amount; that the case had gone through the District Court and High Court; that the doctor had acted as a witness and testified that that was the maximum amount payable and that if she wanted to accept it, she would do so, but if she refused she might not get a single cent. She also affixed her thumbprint to another document. Then after her injured son had also counted the money, she took it and they went home.

Mr. Chan's version was this. He told her that her claim had been settled at \$4,000/- and costs at \$1,000/- He told her that he had attended before the Registrar, High Court, and that the Registrar had approved the settlement. He told her he produced the medical report which the Registrar inspected. She did not protest that the settlement was too low. He also told her that in addition to the \$1,000/- which was party and party costs he had received

from the insurance company, his further costs would be \$1,000/- and she agreed. After that he called in his clerk to assist her to thumbprint the Discharge Voucher. He explained the contents of the Discharge Voucher to her and she fully understood him. She affixed her thumbprint to two Discharge Vouchers and his clerk signed as witness and wrote on them her Identity Card number and address. He then told her he would write out a cheque which he would cash for her and she would have to thumbprint on the back of the cheque for his clerk to take it to the bank to cash it. He told her that after his clerk brought back the cash from the bank he would give her \$3,000/- and he would retain \$1,000/- as his costs. He then wrote out a cheque for \$4,000/- obtained her thumbprint on the back of the cheque and on the back of the cheque butt and after that Madam Seah Huay, her injured son and his clerk left his room. His clerk went to cash the cheque at the bank and Madam Seah Huay and her injured son waited in the outer office. Later the three of them came into his room and his clerk handed him \$4,000/- in cash and he handed Madam Seah Huay \$3,000/- and he retained \$1,000/- as his Solicitor and Client costs. He did not give her a receipt for his Solicitor and Client costs because he forgot as he was busy that day.

According to Madam Seah Huay, she felt dissatisfied on reaching home because Mr. Chan had promised to ask for \$4,500/- and so she asked her injured son to go to his employers' premises to enquire what was the compensation awarded to him. Her injured son went and in the evening came back and told her the amount was \$5,000.00. The next morning she went with her injured son to the employers' premises and she was also told that the amount was \$5,000/-. She therefore went with another son, Ng Kim Ho, to Mr. Chan's office and saw him in his room. She told him that the compensation given for her son was \$5,000/- but he replied that it was only \$3,000/- and that it was the Insurance Company and not himself that had cheated her. Her son then asked Mr. Chan for the receipt which she had thumbprinted but was told by him that the receipt

In the  
High Court  
of the  
Republic of  
Singapore

No.10  
Judgment  
dated 22nd  
November  
1974

In the  
High Court  
of the  
Republic of  
Singapore

No.10  
Judgment  
dated 22nd  
November  
1974

had been sent to the Insurance company. They then left.

Mr. Chan's account of this, the final visit by Madam Seah Huay to his office is again different. He said she and her son, Ng Kim Ho, came into his room on their own and she asked him to reduce his fees saying he had charged too much. He told her his charges were not too high and he was justified in charging \$1,000/-. She then said that he had \$2,000/- while her injured son got only \$3,000/- to which he replied that he had already told her that \$1,000/- was paid by the Insurance company. He refused to discuss any reduction of his costs and then her son asked for the return of the document which she had thumbprinted. He told them that it had been sent to the solicitors for the Insurance company and after that they left. 10

After leaving Mr. Chan's office Madam Seah Huay went to the premises of her injured son's employers and again obtained confirmation that the compensation paid by the Insurance company was \$5,000/-. Subsequently she sought advice from the Legal Aid Bureau of the Social Welfare Department and was referred to the Law Society and was told to send a written complaint. This she did by getting the assistance of one Ng Jui Meng, the Assistant Personnel Manager of Bridgestone Singapore Ltd. He was the person she had seen when she visited the premises of her injured son's employers on the two previous occasions. He prepared for her a letter dated 3rd November 1972 to which she affixed her right thumbprint and then sent by registered post to the Secretary of the Law Society. The letter reads as follows :- 20 30

"Dear Sir,

I engaged M/s. Chan Chow Wang & Co., Advocates and Solicitors to act on my behalf to sue Bridgestone Singapore Co. Pte Ltd. where my son Ng Sa Chia is employed, in connection with injuries sustained by my son in an accident in that factory on 3/9/71. At that time, M/s. Chan Chow Wang verbally informed me that they would deduct as their fees \$10/- from every \$100/- damages awarded to my son. 40

Subsequently I was told by M/s. Chan Chow Wang that my son would be awarded \$3,000/- as damages. I objected to the amount and I told M/s. Chan Chow Wang that the amount is too low. M/s. Chan Chow Wang then said that he would try and negotiate for another \$1,500/- to raise the damages to \$4,500/- for my son.

In the  
High Court  
of the  
Republic of  
Singapore

No.10  
Judgment  
dated 22nd  
November  
1974

10 On 31/10/72 in response to a letter from M/s. Chan Chow Wang, I went to their office and was told that the damages awarded to my son was \$3,300/-. I was also told that M/s. Chan Chow Wang would deduct \$300/- as fees and I would receive \$3,000/- for my son. I was shown a document in English, which I did not understand, and was made to place my thumbprint on that document. I was then given \$3,000/- in cash. I counted  
20 the \$3,000/- (in currency notes of \$50/- denominations) and my son, who was with me, also counted the money.

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

40 I cannot understand why I was given only \$3,000/- in cash by M/s. Chan Chow Wang when I was made to place my thumbprint on the document purportedly to be a receipt by me of \$4,000/-.

I have seen the Legal Aid Bureau on the matter but I was requested to write to you for assistance.

Could you please take up the matter with



In the  
High Court  
of the  
Republic of  
Singapore

No.10  
Judgment  
dated 22nd  
November  
1974

my solicitors on my behalf and advise me as to what further action I should take to recover the balance of the damages for my son.

I look forward eagerly to your reply.

Yours faithfully, "

Right Thumb-Print  
of Md. Seah Huay

On 23rd November 1972 Mr. Chan wrote a letter to Madam Seah Huay. This was a more communicative letter than his earlier letters to her. It reads as follows :-

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"Dear Madam,

Re: Suit No. 1937 of 1972

Ng Sa Chia (an infant) suing by  
his mother and next friend  
Seah Huay (f)

- vs -

Bridgestone Singapore  
Company (Private) Limited

20

We refer to above matter which has been settled at \$4,000/- plus party and party costs at \$1,000/- and upon going through our file we note that we have inadvertently omitted to issue you a receipt for the  $\frac{3}{4}$  payment of Solicitors and Client's costs of \$1,000.00.

The receipt for the payment of Solicitors and Client's costs of \$1,000-00 is now ready for your collection at our office. You may call at our office to collect the same or if you like we shall post the same to you.

30

Yours faithfully, "

Madam Seah Huay did not reply to that letter but instead again sought the assistance of Ng Jui Meng to write another letter to the Law Society. Ng Jui Meng prepared a letter dated 27th November 1972 to the Law Society which she thumbprinted and sent by registered post. This letter reads as follows :-

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"Dear Sir,

Further to my registered letter dated 3/11/72,

I wish to advise that I have received a letter dated 23/11/72 from M/s. Chan Chow Wang & Co. a copy of which is enclosed herewith for your perusal.

In the  
High Court  
of the  
Republic of  
Singapore

10 From M/s. Chan Chow Wang's letter dated 23/11/72, you will note that M/s. Chan Chow Wang has deducted \$1,000/- from the settlement of \$4,000/- awarded to my son, the deduction being for payment of Solicitors and Client's costs. This is in addition to the party and party costs at \$1,000/- which has been paid directly to my Solicitors.

No.10  
Judgment  
dated 22nd  
November  
1974

20 I wish to reiterate that when I first sought the services of M/s. Chan Chow Wang & Co. I was categorically informed by my Solicitors that they would deduct only \$10.00 as their fees from every \$100.00 damages awarded to my son. Now I find that my Solicitors are charging my son \$1,000/- being Solicitors and Client's costs, in addition to the party and party costs settled at \$1,000.00, making a total of \$2,000.00.

30 Since the total settlement is for \$5,000.00, my Solicitors should stick to their original agreement to deduct as fees \$10.00 from every \$100.00 awarded which means that the total amount they could deduct as fees should not exceed \$500.00, and my son should be paid \$4,500.00 instead of only \$3,000.00 which I have received.

To charge my son \$1,000.00 for Solicitors and Client's costs when the party and party costs have been settled at \$1,000.00 is very excessive and unreasonable since there was not much work done in my son's case.

40 I feel that I have been unfairly deprived of the \$1,500.00 rightly belonging to my son who should receive \$4,500.00 of the settlement money and not \$3,000.00 as paid to me.

In view of the above, I strongly urge you to consider my case sympathetically and take whatever action you deem it necessary to recover the balance of the money due to my son. I am prepared

In the  
High Court  
of the  
Republic of  
Singapore

No.10  
Judgment  
dated 22nd  
November  
1974

to appear before you and testify  
as to the evidence of the case, if  
necessary.

I look forward to your favourable reply  
in due course.

Yours faithfully,  
Seah Huay  
Right thumbprint.

On the same day, i.e. 27th November, the  
Secretary of the Inquiry Committee of the Law  
Society wrote to Mr. Chan sending him a copy of  
Madam Seah Huay's first letter of 3rd November. 10  
This letter reads as follows :-

" Dear Sir,

Pursuant to the provisions of section 87(5)  
of the Legal Profession Act (Chapter 217)  
I am directed to forward herewith copy of  
a letter dated 3rd November, 1972, from  
Madam Seah Huay of 16B Sian Tuan Avenue,  
Singapore 21, regarding the conduct of 20  
the firm of Chan Chow Wang and Company.

2. The Inquiry Committee has directed me  
to invite you within fourteen days to  
give to the Inquiry Committee, in writing,  
any explanation you may wish to offer  
and to advise the Committee if you wish  
to be heard by the Committee.

Yours faithfully,

Secretary  
Inquiry Committee, 30  
The Law Society  
of Singapore."

On 29th November 1972 Mr. Chan wrote again  
to her but this time he reverted to the format  
of his earlier letters to her and in that single  
sentence letter asked her to call at his office  
as soon as possible. She did not do so.

On 4th December 1972, the Secretary of the  
Inquiry Committee wrote a letter to Mr. Chan  
enclosing a copy of Madam Seah Huay's second 40  
letter to the Law Society dated 27th November 1972.

On 11th December 1972 Mr. Chan replied to  
the Inquiry Committee in the following terms :-

"Dear Sirs,

We refer to your letters of 27th November 1972 and 4th December 1972 together with enclosures therein.

In the  
High Court  
of the  
Republic of  
Singapore

No.10  
Judgment  
dated 22nd  
November  
1974

10 We refer to your 2nd paragraph of the letter from Madam Seah Huay to the Law Society dated 3rd November 1972 and to say, that we did not at any time agree to our costs at \$10.00 for every \$100.00 of damages awarded. We cannot agree to this because after allowing for disbursements of \$127.-- our actual costs will be very low. Also we cannot agree to this because this would amount to professional misconduct.

20 With reference to paragraphs 3 and 4 of the said letter dated 3rd November 1972, the fact that settlement at \$4,000/- plus party and party costs at \$1,000/- was fully explained to Madam Seah Huay. In fact we have to obtain a Court approval for the settlement. We cannot possibly inform Madam Seah Huay that settlement was at \$3,300/- when documents stating the fact that general damages at \$4,000/- plus party and party costs at \$1,000/- were filed in Court; correspondences with the United  
30 Malayan Insurance Company and their Solicitors Messrs. Donaldson & Burkinshaw clearly stated settlement at \$4,000/- plus party and party costs at \$1,000.00. Furthermore, if we had any intention of not revealing the fact that settlement was at \$4,000/- and party and party costs at \$1,000/-, we would not have issued a receipt for Solicitor and Client costs at \$1,000/- and subsequently, writing to Madam Seah Huay in our letter dated 23rd  
40 November, 1972, stating the same. The said letter dated 23rd November, 1972 to Madam Seah Huay was sent to her before we received your letter dated 27th November, 1972 requesting for an explanation.

Although we do not feel that our Solicitors and Client costs is high in view of the lengthy negotiation with the Solicitors for the Insurance Company and having to obtain Court approval; we are prepared to reduce our Solicitors and Client costs to \$600.00.

In the  
High Court  
of the  
Republic of  
Singapore

No.10  
Judgement  
dated 22nd  
November  
1974

If Madam Seah Huay is still not prepared to accept the Solicitors and Client costs at \$600.00 we are prepared to present our Bill of Costs for taxation to the Registrar.

Yours faithfully,

Chan Chow Wang & Co. "

On 1st February 1973, the Secretary of the Inquiry Committee wrote to Madam Seah Huay informing her that the Inquiry Committee was investigating into her complaint and asking her to make a Statutory Declaration setting out the facts which she duly made on 21st February 1973. The contents of the Statutory Declaration were similar to the contents of her letter of 3rd November 1972 to the Law Society. The Statutory Declaration is in the following terms :- 10

" STATUTORY DECLARATION

I, SEAH HUAY of No.16B Sian Tuan Avenue, Singapore do solemnly and sincerely declare as follows :- 20

- 1) I engaged Messrs. Chan Chow Wang & Co. to act on my behalf in a suit against Bridgestone Singapore Co. (Pte.) Ltd. for damages for injuries sustained by my son Ng Sa Chia in an accident which occurred in their factory on the 3rd day of September 1971.
- 2) When I first approached Messrs. Chan Chow Wang & Co. it was agreed verbally that they would deduct as their fees the sum of \$10.00 for every \$100.00 damages awarded to my son. 30
- 3) I was subsequently informed by Messrs. Chan Chow Wang & Co. that there was an offer of \$3,000.00 in settlement of my son's claim which offer I rejected whereupon Messrs. Chan Chow Wang & Co. agreed to negotiate further for a higher figure. 40
- 4) Upon receipt of a letter from Messrs. Chan Chow Wang & Co. I attended their office on the 31st day of October 1971 and was informed that the sum offered

this time was \$3,300.00 and that they would deduct \$300.00 as their fees leaving me with the sum of \$3,000.00 I was then made to place my thumb print on a document in English which I did not understand and given \$3,000.00 in cash.

In the  
High Court  
of the  
Republic of  
Singapore

No.10  
Judgment  
dated 22nd  
November  
1974

- 10 5) Upon subsequent discussion with Messrs. Bridgestone Company (Pte.) Ltd. I discovered that the actual amount of the settlement offered to my son by the Insurance Company was \$5,000/- comprising \$ 4,000/- damages and and \$1,000/- as party and party costs. At this time I also learned that the document on which I was made to place my thumb print on was in fact a Discharge Form issued by Messrs. United Malayan Insurance Company
- 20 acknowledging receipt of the sum of \$4,000/- in full and final settlement of the claim.
- 6) I do not understand why I was given only \$3,000.00 in cash by Messrs. Chan Chow Wang & Co. when I had in fact been made to acknowledge receipt of the sum of \$4,000.00.
- 30 7) I have consulted the Legal Aid Bureau on the question of the recovery of the balance due to my son but was requested to write to the Law Society of Singapore for assistance.

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

40 The Inquiry Committee did not forward a copy of the Statutory Declaration to Mr. Chan who was unaware that Madam Seah Huay had been asked for and had sent to the Inquiry Committee a Statutory Declaration setting out the facts relating to her complaint. Mr. Chan first became aware of the existence of the Statutory Declaration when Madam Seah Huay was giving evidence at the hearing before the Disciplinary Committee which was appointed by the Chief Justice under Section 91 of the Legal Profession Act to hear and investigate the matter.

After inquiring and investigating into the

In the  
High Court  
of the  
Republic of  
Singapore

No.10  
Judgment  
dated 22nd  
November  
1974

complaint the Inquiry Committee, as required by Section 87, reported to the Council of the Law Society. The Council, as required by Section 88, considered the report of the Inquiry Committee and determined that there should be a formal investigation by a Disciplinary Committee.

As we have stated a Disciplinary Committee was appointed to hear and investigate the complaint by Madam Seah Huay. The Amended Statement of the case on this complaint contained four charges with five alternative charges. The four principal charges read as follows :-

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"(1) In entering into the champertous agreement to deduct as his fees the sum of \$10.00 for every \$100.00 damages awarded to the complainant's son if he succeeds in the action, in contravention of Sec.107(1)(b) & (3) of the Legal Profession Act, Cap. 217.

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(2) In falsely representing to the complainant that her son's employers' insurers had offered to pay \$3,300.00 damages, the respondent has been guilty of fraudulent conduct in the discharge of his professional duty, contrary to Section 84(2)(b) of the Legal Profession Act, Cap. 217.

(3) In withholding payment to the complainant the full sum of \$4,000.00 awarded as damages to her son by the employers' insurers and paying her \$3,000.00 instead, the respondent has been guilty of fraudulent conduct in the discharge of his professional duty, contrary to Sec. 84(2)(b) of the Legal Profession Act, Cap. 217.

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(4) In deducting the sum of \$1,000.00 alleged to be Solicitor and Client's costs without the knowledge and consent of the complainant and without disclosing the fact that the Party and Party costs of \$1,000.00 has been paid the respondent has been guilty of fraudulent conduct in the discharge of his professional duty, contrary to Sec. 84(2)(b) of the Legal Profession Act, Cap. 217."

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After a lengthy hearing the Disciplinary

10 Committee found that there was an agreement between Madam Seah Huay and Mr. Chan by which the letter was employed to prosecute on behalf of Madam Seah Huay's son suit which stipulated for payment only in the event of success in that suit. The Disciplinary Committee also found that Mr. Chan had falsely represented to Madam Seah Huay that the insurance company had offered to pay \$3,300.00 damages for her son's injuries. In respect of the third charge the Disciplinary Committee found that as there was no evidence that Mr. Chan was not entitled to Solicitor and Client costs out of the \$4,000.00 damages paid by the insurance company, the charge had not been proved. The Disciplinary Committee found, 20 lastly that Mr. Chan had deducted the sum of \$1,000.00 without the knowledge and consent of Madam Seah Huay and without disclosing to her the payment by the insurance company of \$1,000.00 as party and party costs. The Disciplinary Committee accordingly determined that cause of sufficient gravity for disciplinary action exists under Section 84 and drew up and submitted a report as required by Section 93(3).

30 Following on the report of the Disciplinary Committee the Law Society, as required by Section 94(1) made an application, ex parte under Section 98, to a judge of the High Court and an order to show cause was made. The present hearing is under the provisions of Section 98(6).

40 We have set out, at length, the history of this matter and the evidence given by Madam Seah Huay and Mr. Chan before the Disciplinary Committee because of the contentions raised by Mr. Newey, who appeared before us as counsel for Mr. Chan. It is also necessary, because of the arguments raised at the hearing, to set out the relevant provisions of the Legal Profession Act namely the material sections of Part VII which deals with "Disciplinary Proceedings". The material sections are :-

50 "84-(1) All advocates and solicitors shall be subject to the control of the Supreme Court and shall be liable on due cause shown to be struck off the roll or suspended from practice for any period not exceeding two years or censured.

In the  
High Court  
of the  
Republic of  
Singapore

No.10  
Judgment  
dated 22nd  
November  
1974



In the  
High Court  
of the  
Republic of  
Singapore

No.10  
Judgment  
dated 22nd  
November  
1974

(2) Such due cause may be shown by  
proof that such person -

(b) has been guilty of fraudulent or  
grossly improper conduct in the  
discharge of his professional duty  
or guilty of such a breach of any  
usage or rule of conduct made by  
the Council under the provisions  
of this Act as in the opinion of  
the Court amounts to improper  
conduct or practice as an advocate  
and solicitor; or

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(4) Before proceeding to inquire into  
or investigating into any matter under  
the provisions of section 87 of this Act  
the Inquiry Committee may require any  
person making a written application or  
complaint to deposit with the Society a  
reasonable sum not exceeding five hundred  
dollars to cover necessary costs and  
expenses and in case the application or  
complaint is found to be frivolous or  
vexatious, the sum so deposited or such  
part thereof as the Inquiry Committee may  
determine shall be applied for the payment  
of such costs and expenses; otherwise the  
sum so deposited shall be returned to  
the person making the same.

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85-(1) At the first meeting of the Council  
held after the 1st day of January in any  
year, the Council shall appoint Inquiry  
Committee comprising five members or  
former members of the Council of whom  
three shall constitute a quorum.

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(4) The Inquiry Committee shall meet  
from time to time for the dispatch of  
business and, subject to any rules made  
by the Council may regulate the convening,  
notice, place, management, and adjournment  
of such meetings, the appointment of a  
chairman, the mode of deciding questions,  
and generally the transaction and management  
of business.

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86-(1) Any application by any person that  
an advocate and solicitor be dealt with  
under this Part and any complaint of the  
conduct of an advocate and solicitor in  
his professional capacity shall in the first

place be made to the Society and the Council shall refer the application or complaint to the Inquiry Committee.

In the  
High Court  
of the  
Republic of  
Singapore

No.10  
Judgment  
dated 22nd  
November  
1974

10 (2) The Supreme Court or any judge thereof or the Attorney-General may at any time refer to the Society any information touching upon the conduct of a solicitor in his professional capacity and the Council shall issue a written order to the Inquiry Committee

(3) Every written application or complaint received by the Inquiry Committee shall be supported by such statutory declaration or affidavits as the Inquiry Committee may require.

87-(1) Where the Inquiry Committee has -

- 20 (a) received a written order;
- (b) decided of its own motion to inquire into any matter; or
- (c) received a written application or complaint and is satisfied that there may be grounds for such an application or complaint

it shall inquire into and investigate the matter and report to the Council on the matter.

30 (2) The Inquiry Committee shall also report to the Council where the Inquiry Committee is satisfied that there are no grounds for such an application or complaint.

(3) For the purposes of any such investigation the Inquiry Committee may -

- 40 (a) call upon or employ any person to make or assist in the making of whatever preliminary inquiries it deems necessary;
- (b) require the production for inspection by the Inquiry Committee or any person so employed of any books, documents or papers which may relate to or be connected with the subject matter of the

In the  
High Court  
of the  
Republic of  
Singapore

No.10  
Judgment  
dated 22nd  
November  
1974

investigation and may require any person to give information in relation to such books, documents or papers; and

- (c) require the member concerned to give all information in relation to any such books, documents or papers which may be reasonably required by the Inquiry Committee or by the person so employed.

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(5) Before any inquiry or investigation begins in respect of any matter -

- (a) the Inquiry Committee shall post or deliver to the advocate and solicitor concerned -

(i) copies of any written application or complaint and of any statutory declarations or affidavits that have been made in support of the application or complaint; and

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(ii) a notice setting out any or any further particulars that may be necessary to disclose the reason for the inquiry or investigation and inviting the member concerned, within such period (not being less than fourteen days) as may be specified in the notice, to give to the Inquiry Committee any written explanation he may wish to offer and to advise the Inquiry Committee if he wishes to be heard by the Committee; and

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- (b) the Inquiry Committee shall allow the time specified in the notice to elapse and shall give the advocate and solicitor concerned reasonable opportunity to be heard if he so desires and shall give due consideration to any explanation he may make.

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(6) Subject to the provisions of this Act and to any rules made by the Council under this Act the Inquiry Committee may regulate its own procedure as it deems fit.

88.--(1) The Council shall consider the report of the Inquiry Committee and according to the circumstances of the case shall determine -

- (a) that a formal investigation is not necessary; or
- (b) that no cause of sufficient gravity exists for a formal investigation but that the advocate and solicitor should be ordered to pay a penalty under Section 89 of this Act; or
- (c) that there should be a formal investigation by a Disciplinary Committee; or
- (d) that the matter be referred back to the Inquiry Committee, or adjourned for consideration.

(2) The Council shall inform the advocate and solicitor and the person who made the application or complaint of the manner in which it has determined the application or complaint and in the event of the determination being that a formal investigation is necessary the Council shall on the request of that person furnish him with their reasons in writing.

89.--(1) If the Council determines under section 88 of this Act that no cause of sufficient gravity exists for a formal investigation but that the advocate and solicitor should be ordered to pay a penalty it may order the advocate and solicitor to pay a penalty of not more than two hundred and fifty dollars.

(3) Before the Council makes an order for the payment of a penalty under this section it shall notify the advocate and solicitor concerned of its intention to do so and give him a reasonable opportunity to be heard by the Council.

90. If the Council determines under section 88 of this Act that there should be a formal investigation the Council shall forthwith apply to the Chief Justice to appoint a Disciplinary Committee which shall hear and investigate the matter.

91.--(1) The Chief Justice may from time to

In the  
High Court  
of the  
Republic of  
Singapore

No.10  
Judgment  
dated 22nd  
November  
1974

In the  
High Court  
of the  
Republic of  
Singapore

No.10  
Judgment  
dated 22nd  
November  
1974

time appoint a committee from among solicitors who have in force a practising certificate to be known for the purpose of this Act as a Disciplinary Committee.

92.-(1) The Rules Committee may from time to time make rules for regulating the hearing and investigation of matters before or by a Disciplinary Committee;

Provided that no such application or complaint shall be heard or investigated before less than three members of a Disciplinary Committee. 10

(2) For the purpose of any application or complaint heard and investigated by them under this Act the Disciplinary Committee may administer oaths and the Society or the applicant or person making the complaint and the solicitor to whom the application or complaint relates and (if so instructed by the Disciplinary Committee) the secretary of the Disciplinary Committee may sue out writs of subpoena ad testificandum and of duces tecum but no person shall be compelled under such writ to produce any document which he could not be compelled to produce on the trial of an action. 20

(3) The writs referred to in subsection (2) of this section shall be served and may be enforced as if they were writs issued in connection with a civil action in the High Court.

(4) Any person giving evidence before a Disciplinary Committee shall be legally bound to tell the truth. 30

(6) In sections 172, 173, 174, 175, 177, 179, 182 and 228 of the Penal Code the words "public servant" shall be deemed to include a member of a Disciplinary Committee taking part in any investigation under this section, and in sections 193 and 228 of the Penal Code the words "judicial proceedings" shall be deemed to include any such investigation as aforesaid. 40

93.-(1) After hearing and investigating any matter referred to it a Disciplinary Committee shall record its findings in relation to the facts of the case and according to those facts shall determine -

(a) that no cause of sufficient gravity

for disciplinary action exists under section 84 of this Act; or

(b) that while no cause of sufficient gravity for disciplinary action exists under that section the advocate and solicitor should be reprimanded; or

(c) that cause of sufficient gravity for disciplinary action exists under that section.

(3) The findings and determination of the Disciplinary Committee under this section shall be drawn up in the form of a report of which -

(a) a copy shall be submitted to the Chief Justice and the Society; and

(b) a copy shall on request be supplied to the advocate and solicitor concerned and to the person who made the application or complaint.

94.-(1) If the determination of the Disciplinary Committee under section 93 of this Act is that cause of sufficient gravity for disciplinary action exists under section 84 of this Act the Society shall without further direction or directions proceed to make an application in accordance with the provisions of section 98 of this Act.

98.-(1) An application that a solicitor be struck off the roll or suspended from practice or censured or that he be required to answer allegations contained in an affidavit shall be made by originating summons ex parte for an order calling upon the solicitor to show cause.

(2) An application under subsection (1) of this section may be made to a judge and shall include an application for directions as to service if the solicitor is believed to be outside Singapore.

(3) If the Solicitor named in the order is or is believed to be within Singapore the provisions of the Rules of the Supreme Court for service or writs of summons shall apply to the service of the order.

In the  
High Court  
of the  
Republic of  
Singapore

No.10  
Judgment  
dated 22nd  
November  
1974

In the  
High Court  
of the  
Republic of  
Singapore

No.10  
Judgment  
dated 22nd  
November  
1974

(4) If an order to show cause is made a copy of the affidavit or affidavits upon which the order was made shall be served with the order upon the solicitor named in the order.

(6) The application to make absolute and the showing of cause consequent upon any order to show cause made under subsections (1) and (2) of this section shall be heard by a Court of three judges of whom the Chief Justice shall be one and from the decision of that court there shall be no appeal except to the Judicial Committee of Her Britannic Majesty's Privy Council. For the purposes of an appeal to that Committee an order made under this subsection shall be deemed to be an order of an appellate Court.

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(8) Subject to the provisions of this section the Rules Committee may make rules for regulating and prescribing the procedure and practice to be followed in connection with proceedings under this section and under sections 100 and 102 of this Act and in the absence of any rule or rules dealing with any point to procedure or practice the Rules of the Supreme Court may be followed as nearly as the circumstances permit.

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Part VII of the Legal Profession Act thus prescribes in detail the steps which must be taken before an advocate and solicitor can be disciplined either by being struck off the roll or suspended from practice or censured or ordered to pay a penalty not exceeding \$250/-.

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Mr. Newey contends that there was a failure to comply with the rules of natural justice. His argument is two-fold. First, he relies on the provisions of S.87(5) which inter alia require the Inquiry Committee, "before any inquiry or investigation begins in respect of any matter", to post or deliver to the advocate and solicitor concerned "copies of any.... complaint and of any statutory declarations.... that have been made in support of the.... complaint". He says that in S.87(5) Parliament has in effect prescribed that the rules of natural justice be followed by the Inquiry Committee and he submits that a failure to comply with the provisions of S.87(5) renders

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void its proceedings with the result that all subsequent proceedings are a nullity.

In the  
High Court  
of the  
Republic of  
Singapore

No.10  
Judgment  
dated 22nd  
November  
1974

10 His first argument is put in this way. It is common ground that the Statutory Declaration of Madam Seah Huay was made on 21st February 1973 and was not communicated to Mr. Chan until 1st August 1973 during the hearing before the Disciplinary Committee. The Inquiry Committee, although it had on  
20 27th November 1972 sent to Mr. Chan a copy of Madam Seah Huay's first letter of complaint dated 3rd November 1972 and on 4th December 1972 sent to Mr. Chan a copy of the second letter of complaint dated 27th November 1972, had not as yet begun its inquiry or investigation in respect of her complaint. The Inquiry Committee were, at that stage simply carrying out their duty under Section 87(1)(c) to satisfy itself that there may be grounds for  
20 such a complaint and to do so it asked Mr. Chan for an explanation. It was only after it had received the Statutory Declaration in February 1973 that it began its inquiry or investigation in respect of the complaint to arrive at a decision. Accordingly, the Inquiry Committee had failed to comply with the mandatory provisions of Section 87(5)(a)(i) because it did not send a copy of the Statutory Declaration to Mr. Chan.

30 The question that has to be resolved in this argument must in our opinion, depend upon the facts and circumstances of the case. In our judgment, on the facts and circumstances the Inquiry Committee had begun its inquiry or investigation before the Statutory Declaration came into existence and there was therefore no failure to comply with the provisions of Section 87(5)(a)(i).

40 The second argument advanced by Mr. Newey is that in any event the rules of natural justice require the Inquiry Committee to send a copy of the Statutory Declaration to Mr. Chan before it makes its report to the Council of the Law Society. Mr. Newey supports his argument in this way. It is an essential requirement of natural justice that before  
50 someone is condemned he must be given an opportunity of defending himself and in order that he may do so that he is to be made aware of the charges or allegations or suggestions which he had to meet. He contends



In the  
High Court  
of the  
Republic of  
Singapore

No.10  
Judgment  
dated 22nd  
November  
1974

that Mr. Chan had a right to be heard and as part and parcel of that right he should have been supplied with a copy of Madam Seah Huay's Statutory Declaration. The familiar cases of Surinder Singh Kanda v. The Government of the Federation of Malaya (1962) 28 M.L.J. 169 and Ridge v. Baldwin (1964) A.C.40 are relied upon. In Surinder Singh Kanda Lord Denning who delivered the judgment of the Judicial Committee of the Privy Council equated the audi alteram partem maxim with Fairness. The case concerned the dismissal of a police officer who claimed that the furnishing of a copy of the Findings of the Board of Inquiry to the Adjudicating Officer appointed to hear the disciplinary charges, coupled with the fact that no such copy was supplied to him amounted to such a denial of natural justice as to entitle the Court to set aside the proceedings. Lord Denning said that "no one who has lost a case will believe he has been fairly treated if the other side has had access to the Judge without his knowing".

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In Ridge v. Baldwin, again a case of a police officer who claimed for a declaration that his dismissal was illegal, ultra vires and void because the watch committee had failed to observe the principles of natural justice, Lord Morris said at page 113 :-

"The watch committee were under a statutory obligation (see Police Act, 1919 s.4(1) to comply with the regulations made under the Act. They dismissed the appellant after finding that he had been negligent in the discharge of his duty. That was a finding of guilt of the offence of neglecting or omitting diligently to attend to or to carry out his duty. Yet they had preferred no charge against the appellant and gave him no notice. They gave him no opportunity to defend himself or to be heard. Though their good faith is in no way impugned, they completely disregarded the regulations and did not begin to comply with them.

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My Lords, I cannot think that any decision so reached can have any validity and unless later events have made it valid it ought not to be allowed to stand. Had the regulations been applied but if there had been some minor procedural failure different consideration might have applied. There was, however, no kind of compliance

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with them. In my judgment once there was a report or allegation from which it appeared that a chief constable may have committed an offence it was a condition precedent to any dismissal based on a finding of guilt of such offence that the regulations should in essentials have been put into operation. They include and incorporated the principles of natural justice which, as Harman L.J. said, is only fair play inaction. It is well established that the essential requirements of natural justice at least include that before someone is condemned he is to have an opportunity of defending himself, and in order that he may do so that he is to be made aware of the charges or allegations or suggestions which he has to meet; see Kanda v. Government of Malaya. My Lords, here is something which is basic to our system; the importances of upholding it far transcends the significance of any particular case".

In the  
High Court  
of the  
Republic of  
Singapore

No.10  
Judgment  
dated 22nd  
November  
1974

These two cases are cases where the dismissing authority were held to be bound to observe the rules of natural justice in deciding whether or not to dismiss a police officer and where the consequences of a breach of the rules of natural justice are discussed. An essential element is the requirement of "fairness" or "fair play inaction". A case which in our opinion is more directly in point is Furnell v. Whangerei High Schools Board (1973) I.A.E.R. 400, a decision of the Judicial Committee of the Privy Council. The headnote reads as follows :-

"The appellant was employed as a teacher at a high school in New Zealand and agreed to serve under the conditions laid down in the Secondary and Technical Institute Teachers Disciplinary Regulations 1969, made under s 161A of the Education Act 1964. On 20th March 1970 he was notified by the chairman of the respondent school board that a complaint had been made about his conduct as a teacher at the school and that it had been investigated by a sub-committee set up under reg.4 of the 1969 regulations; that he was charged

In the  
High Court  
of the  
Republic of  
Singapore

No.10  
Judgment  
dated 22nd  
November  
1974

with certain disciplinary offences under s 158 of the 1964 Act and that by virtue of the occurrences listed he was guilty of conduct which showed his unfitness to remain in his position at the school and that he was suspended from his duties as from 20th March pending the determination of the charges. While suspended he was not entitled to any remuneration. The letter required him (pursuant to reg.5(2) to state whether he admitted or denied the charges and to forward any explanation he might wish to give. In accordance with reg. 5(3) he was also informed that if he wished he might make a statement in person to the board. The Appellant's Solicitors wrote to the chairman of the board asking for detailed particulars of the charges. The chairman supplied them with those particulars on 6th April. On 20th April the appellant's solicitors sent a lengthy document to the chairman as the explanation of the appellant. He denied each and every offence. Pursuant to reg.5(4) the board decided to refer the charges to the Director-General of Education, who in turn decided, under reg.5(5)(c), to refer the charges to the Teachers' Disciplinary Board for hearing and determination. He notified the appellant to that effect by letter dated 29th May. The hearing was fixed for 30th June and the appellant was reminded that under reg.8(2) he could either present his own case or be represented at the hearing by counsel or agent. The hearing never took place because the appellant brought proceedings against the school board and the members of the Teachers' Disciplinary Board. He claimed an injunction directed to the school board removing the suspension and reinstating him to teaching duties and, against the disciplinary board, a writ of prohibition prohibiting them from hearing and determining the charges. He also moved for a writ of certiorari to quash the decision of the school board. He alleged that there had been a denial of natural justice in that, inter alia, he had not been told that his conduct was being investigated by the sub-committee under reg.4 and had not been given any opportunity of being heard either by the sub-committee before

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they reported to the school board or by the school board before the decision to suspend him from his duties was taken. The trial judge granted the orders sought insofar as they related to the proceedings so far taken. The school board appealed but before the hearing of the appeal came on the appellant resigned from the board's employment. The Court of Appeal in New Zealand allowed the school board's appeal. On appeal to the Privy Council the appellant sought the restoration of the issue of a writ of certiorari.

In the High Court of the Republic of Singapore

No.10  
Judgment dated 22nd November 1974

Held (Lord Reid and Viscount Dilhorne dissenting) -

The appeal would be dismissed. The regulations had been faithfully followed and in the circumstances the court was not required to supplement their provisions. The procedure laid down in the regulations was not unfair; the principle of natural justice, that a person must be given a fair opportunity of correcting or contradicting what was said against him before he was condemned or criticised, had not been violated by the action of the sub-committee because under the scheme of procedure set out in the regulations they neither condemned nor criticised, and on the evidence there were no grounds for thinking that they had acted unfairly; nor were the school board required to give the appellant an opportunity of being heard before suspending him from his duties pending the determination of the charges against him; although suspension might involve hardship, it was not classified as a penalty either in the regulations or the Act; moreover reg.5, of which the appellant knew by the term of his employment, clearly laid down that the written statement of a teacher (under reg.5(2) and the oral personal statement (under reg.5(3)) would be made after any decision, to suspend had been taken; in the appellant's case there were no grounds for thinking that the respondent board had acted unfairly in exercising their discretionary power to suspend him; they had to take into account the interests of the pupils and parents and of the public as well as those

In the  
High Court  
of the  
Republic of  
Singapore

No.10  
Judgment  
dated 22nd  
November  
1974

of a teacher and in the circumstances they had not acted irresponsibly or unfairly."

Lord Morris, who delivered the majority judgment, after setting out the relevant provisions of the New Zealand Education Act 1964 and the Education Amendment Act 1964 and of the regulations made thereunder said at page 411 :-

"On behalf of the appellant it was contended that he had a right to be heard by the sub-committee; alternatively it was contended that if he was not heard by the sub-committee he should have been heard by the board if they contemplated suspending him; the submission was not developed that he had a right to be heard both by the sub-committee and by the board before any decision to suspend was made. The contentions as to the nature of his right to be heard by the sub-committee were somewhat imprecise; it was contended that he should have heard the evidence if any received by the sub-committee and should have been allowed to put questions informally (without his questioning developing into a formal cross-examination) and been allowed to give his version of the matters of complaint and to call witnesses if he so wished.

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In support of these claims the rules of natural justice were invoked. It becomes necessary therefore to consider whether the detailed and elaborate code which prescribes the procedure to be followed when there is a suggestion of an offence under S.158 is a code which gives scope for unfairness and whether in its operation the court in the interests of fairness must supplement the written provisions. In the present case do the well-known words of Byles J in *Cooper v. Wandsworth Board of Works* apply, viz, '....although there are no positive words in a statute requiring that the party shall be heard, yet the justice of the common law will supply the omission of the legislature'? Or is the code one that has been carefully and deliberately drafted so as to prescribe procedure which is fair and appropriate? In whatever way the status of the appellant

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as a teacher is in law to be defined he agreed to serve under the conditions laid down in the regulations and unless some provisions are to be read into them or are incorporated in them it is clear that they were faithfully followed. It is not lightly to be affirmed that a regulation that has the force of law is unfair when it has been made on the advice of the responsible Minister and on the joint recommendation of organisations representing teachers employed and those employing . Nor is it the function of the court to redraft the code. As was said in *Brettingham-Moore v. Municipality of St.Leonards*:

In the  
High Court  
of the  
Republic of  
Singapore

No.10  
Judgment  
dated 22nd  
November  
1974

10

20

'The legislature had addressed itself to the very question and it is not for the Court to amend the statute by engrafting upon it some provision which the Court might think more consonant with a complete opportunity for an aggrieved person to present his views and to support them by evidentiary material.'

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It has often been pointed out that the conceptions which are indicated when natural justice is invoked or referred to are not comprised within and are not to be confined within certain hard and fast and rigid rules (see the speeches in *Wiseman v. Borneman*). Natural justice is but fairness writ large and juridicially. It has been described as "fair play in action." Nor is it leaven to be associated only with judicial or quasi-judicial occasions.' But as was pointed out by Tucker LJ in *Russell v. Duke of Norfolk* the requirements of natural justice must depend on the circumstances of each particular case and the subject matter under consideration.

Later on Lord Morris said, at page 413:-

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"The whole scheme of the regulations and of the provisions of the Education Act 1964 points to the conclusion that the task of the persons or sub-committee appointed under reg.4 is to give consideration to a complaint with a view to presenting a report to the Board (i.e. the governing body of the school in question).

In the  
High Court  
of the  
Republic of  
Singapore

No.10  
Judgment  
dated 22nd  
November  
1974

Their finding may be that the complaint could be ignored as being mischievous or irresponsible. Their finding on the other hand may be that the complaint might have substance and could not be ignored. The absence of any provision relating to making a communication to the teacher concerned must have been deliberate since the regulations proceed with great particularity to specify when and how communication should be made to him and when and how he should make response. The procedure for the preliminary investigation of a complaint before ever there is a charge is procedure which must have been devised as an additional safe-guard for teachers. If those investigating a complaint thought in any particular circumstances that it would be desirable for them to ask a teacher to see them with a view to seeking his explanation of some matter it would be open to them to take that course. There might be some relatively straightforward issue capable of explanation or some situation which may have resulted from a misunderstanding. Those investigating in the exercise of their discretion would do what was reasonable. But if they thought that a complaint (as for example a complaint of sustained and continuing inefficiency) could not be so simply disposed of and could really only be dealt with under the subsequent procedure as laid down there would be nothing unfair in their reporting to such effect without communicating with the teacher concerned. Certainly in the present case there are no grounds for holding that the sub-committee acted unfairly. When the nature of the detailed and formulated charges in this case and of the lengthy and detailed comments of the appellant are considered it seems reasonably clear that matters could not possibly have been disposed of without some kind of inquiry extending very much beyond any form of preliminary investigation of complaints.

There is a marked contrast in the regulations between a complaint and a charge. So also is there a contrast between investigating a complaint before ever there is a charge and a determination of the matter. (see reg.5(1) which is the investigation on a charge. One of the principles

of natural justice is that a man should not be condemned unheard. But the sub-committee do not condemn. Nor do they criticise. In the present case the terms of the report of the sub-committee are not known. On behalf of the appellant it was first suggested and in his written case it is claimed that he had been entitled to see the report; that suggestion was not pursued. There is neither condemnation nor criticism of a person if it is found that there are matters calling for determination under a scheme of procedure which amply provides (1) that before there can be any adverse finding a person must know what charge is alleged and (2) must have opportunity to answer the charge and (3) that before those dealing with the charge can condemn to punish they must be satisfied of guilt and (4) that their decision is subject to an appeal by way of rehearing. In their Lordships' view the scheme of the procedure gives no scope for action which can properly be described as unfair and there are no grounds for thinking that the sub-committee acted unfairly."

In the  
High Court  
of the  
Republic of  
Singapore

No.10  
Judgment  
dated 22nd  
November  
1974

Similarly, in the present case, the requirements of natural justice must depend on the particular circumstances of this case and the subject-matter under consideration. The Inquiry Committee in cases such as the present one do not either condemn or criticise. They merely report in regard to a complaint and if at a later date there follows a charge, Part VII of the Legal Profession Act lays down specifically the tribunal, viz. a Disciplinary Committee, to hear and investigate and to determine the matter and lays down the procedure regulating such hearing and investigation. Finally, Part VII lays down the tribunal, viz. a court of three judges of the High Court of whom the Chief Justice shall be one, which decides whether or not the advocate and solicitor concerned is guilty under Section 84 and the punishment that ought to be imposed. In our judgment, having regard to the elaborate provisions of Part VII which we find were duly complied with there is nothing which can be properly described as unfair and there are no grounds for thinking that the Inquiry Committee



In the  
High Court  
of the  
Republic of  
Singapore

No.10  
Judgment  
dated 22nd  
November  
1974

-acted unfairly when the Statutory Declaration merely repeats the contents of Madam Seah Huay's letter of 3rd November 1972.

Another contention put forward by Mr. Newey relates to the proceedings before the Disciplinary Committee. He submits that a whole mass of hearsay and irrelevant evidence was introduced at the hearing before the Disciplinary Committee which evidence he submits was clearly inadmissible in relation to the charges brought against Mr. Chan. He also submits that prejudicial matters were also introduced on behalf of the Law Society at the hearing before the disciplinary Committee so that in the result the hearing before the Disciplinary Committee was so unsatisfactory that this Court should not act on the report and the findings of the Disciplinary Committee. 10

We do not think it necessary to set out the alleged inadmissible or prejudicial pieces of evidence or matters. The Disciplinary Committee is composed of advocates and solicitors appointed by the Chief Justice from among those who hold practising certificates. It is a tribunal composed of practising members of the legal profession who have to sit in judgment on a fellow member of the profession. Their impartiality has never been questioned. At the hearing no objection on the ground of hearsay or irrelevance was taken by counsel acting for Mr. Chan nor was any objection on grounds of inadmissibility raised in the detailed written submission of his counsel at the conclusion of the hearing. The Disciplinary Committee in their report specifically stated that in arriving at their findings they excluded from their consideration all extraneous irrelevant and prejudicial matters which the Law Society attempted to introduce in evidence and in their written submission. Our attention has also been drawn to those portions of the evidence and the Record of the entire proceedings before the Disciplinary Committee which contain the alleged inadmissible or prejudicial evidence and submissions. 20 30 40

We have formed the conclusion that we can and will receive the findings of the Disciplinary Committee and can and will act upon them if we are satisfied on all that is before us that their findings are correct and were not influenced by hearsay evidence or by prejudicial 50

matters. In our judgment the Disciplinary Committee were not so influenced or prejudiced and we are satisfied that their findings are correct. This brings us to the other contentions put forward by Mr. Newey.

In the  
High Court  
of the  
Republic of  
Singapore

No.10  
Judgment  
dated 22nd  
November  
1974

10 Mr. Newey submits that the Disciplinary Committee were wrong in accepting Madam Seah Huay as a credible witness and in preferring her evidence to that of Mr. Chan. It is submitted that although Madam Seah Huay may not have been deliberately trying to deceive the Disciplinary Committee by giving false evidence, her evidence revealed that she had a poor memory, had misunderstood what she had been told by Mr. Chan and was prone to self-deceit. On the other hand it is submitted that Mr. Chan had emerged from a searching cross-examination by counsel for the Law Society as a frank and candid witness and on all relevant matters his evidence was more inherently probable than Madam Seah Huay's evidence.

20 It is to be observed that these submissions were also advanced before the Disciplinary Committee and we see no reason to doubt that the Disciplinary Committee had failed to consider them. Obviously, the Disciplinary Committee, in preferring the evidence of Madam Seah Huay to that of Mr. Chan, rejected these submissions and accepted her as a credible witness. They had the advantage, which we do not have, of having seen and heard the witnesses, both of whom were subjected to searching and detailed cross-examination, and we are prepared to accept their assessment of the credibility or otherwise of these two witnesses and also to accept and act on their findings unless it can be shown to us that their assessment and findings were clearly wrong or based on insufficient or inadmissible evidence or on wrong inferences from facts or on any error in law. In our judgment, the Disciplinary Committee have not erred in any material circumstance and we accept their assessment of these two witnesses.

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40  
50 This brings us to a consideration of Mr. Newey's specific submission on each of the three charges which the Disciplinary

In the  
High Court  
of the  
Republic of  
Singapore

No.10  
Judgment  
dated 22nd  
November  
1974

Committee found proved against Mr. Chan. The first charge is the champerty charge. It is conceded that an agreement between a solicitor and his client for the payment of the solicitor's costs by percentage of the amount recovered on the claim or in an action without an express stipulation for payment only in the event of success can properly be held to be a champertous agreement. See *Lau Jiat Meng v. Disciplinary Committee* (1967) 2 M.L.J. 141 where the Judicial Committee of the Privy Council, at page 144 said :-

10

"The appellant relied on section 49 of the Advocates and Solicitors Ordinance (Cap. 188) which permits a solicitor to make an agreement in writing with his client for the payment of his costs by commission or percentage, so that any agreement for such payment should not be regarded as champertous unless it stipulated expressly for payment only in the event of success (see section 57(b)) and that there was no such stipulation here.

20

The answer to this contention is that an express stipulation is unnecessary since an agreement calling for payment by percentage of the amount recovered on the claim or in an action is undeniably one stipulating for payment only in the event of success".

30

It is submitted that the Disciplinary Committee failed to consider Mr. Chan's evidence that he explained to Madam Seah Huay the difference between Solicitor and Client costs and party and party costs, that she would have to pay him his costs in addition to the costs the other side would pay and that he would bill her his costs which "if she disagreed... she could have it taxed and the Registrar would probably tax it at about 10%. This submission is based on the assertion by Mr. Newey that in their Report, the Disciplinary Committee did not set out or refer to that particular portion of Mr. Chan's evidence. We cannot accept this contention. In our opinion it is unnecessary for the Disciplinary Committee to refer verbatim to any part of the evidence of a witness in its Report. Furthermore, at para.28 the Disciplinary Committee clearly had in the forefront of their consideration of the first charge the explanation which Mr. Chan gave regarding the 10% charges.

40

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10 In any event, having regard to all the facts and circumstances of the entire matter, it is inconceivable to us that any solicitor practising in Singapore "explain" to a client such as Madam Seah Huay, a totally illiterate woman, "the difference between solicitor and client costs and party and party costs and would also tell her she could have the solicitor and client costs taxed before the Registrar". We would ourselves reject this evidence as we are in no doubt that this evidence is incapable of belief and was put forward to try and explain away as a misunderstanding the undeniable evidence that 10% was agreed as the solicitor's costs.

In the High Court of the Republic of Singapore

No.10 Judgment dated 22nd November 1974

20 It is also submitted that the Disciplinary Committee, having noted Madam Seah Huay's strong dissatisfaction with her solicitor, had failed to consider that her strong dissatisfaction, coupled with the possibility of self-deception or failure to understand what she had been told, had resulted in her sticking to her story that the arrangement was for her solicitor to take \$10/- out of every \$100/- if the claim was successful. It is argued that this omission, together with the wrong inference drawn by the Disciplinary

30 Committee in respect of Mr. Chan's written offer to reduce his costs from \$1,000/- to \$600/- and the proper inference to be drawn that all his acts were consistent with his denial that there was a 10% champertous agreement, is sufficient reason for this Court to come to the conclusion that the Disciplinary Committee could not properly feel sure of Mr. Chan's guilt

40 on the first charge as well as on the other two charges. We are urged that we should not accept the findings of the Disciplinary Committee. We are unable to accept these submissions. We realise that the allegations are serious allegations and we have gone through all the printed evidence with great care. Having done so we are satisfied that the evidence of Madam Seah Huay rings true and we are not in any real doubt that Mr. Chan's evidence is unacceptable.

50 Similar criticisms were made of the Disciplinary Committee with regard to their

In the  
High Court  
of the  
Republic of  
Singapore

No.10  
Judgment  
dated 22nd  
November  
1974

findings and Report in respect of the second and fourth charges. It is also contended that they were wrong in treating the evidence of Ng Jui Meng, the assistant personnel manager employed by the injured son's employers, who told Madam Seah Huay the actual compensation payment made by the Insurance Company and who wrote the letters of complaint for Madam Seah Huay, as corroborating her evidence on the second charge. The submission is that in the end the guilt or otherwise of Mr. Chan on all the three charges now before us depends on the evidence of Madam Seah Huay. To put it colloquially, it is her word against her solicitor's and on the evidence and the probabilities it is submitted that the Law Society has failed to discharge the burden upon them to prove him guilty on each of those charges.

10

20

We agree that the evidence of Ng Jui Meng did not corroborate Madam Seah Huay's evidence in the proper sense of that term. Nonetheless in our judgment, the Disciplinary Committee were justified in preferring Madam Seah Huay's evidence to the evidence of Mr. Chan and we concur with and accept their findings and we proposed to act on them. In our judgment due cause has been shown that he should be dealt with under Section 84(1) and after considering the facts brought to our attention relevant to the punishment to be imposed we have arrived at the view that the appropriate punishment for the charges found proved is that Mr. Chan be struck off the roll and we so order. We also order that he should pay the costs of the entire proceedings.

30

Sd. Wee Chong Jin  
CHIEF JUSTICE,  
SINGAPORE.

40

Sd. F.A.Chua  
JUDGE

Sd. Choor Singh  
JUDGE

SINGAPORE, 22 NOVEMBER 1974

Certified true copy

Private Secretary to the  
Hon. the Chief Justice,  
Supreme Court, Singapore, 6.

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Originating Summons }  
No. 253 of 1974 }

In the  
High Court  
of the  
Republic of  
Singapore

In the Matter of the Legal Profession  
Act (Chapter 217)

No.10  
Order of  
Court  
dated 22nd  
November  
1974

AND

In the Matter of CHAN CHOW WANG, an  
Advocate and Solicitor.

BEFORE THE HONOURABLE THE CHIEF JUSTICE

10 THE HONOURABLE MR. JUSTICE CHUA, and  
THE HONOURABLE MR. JUSTICE CHOOR SINGH

IN OPEN COURT

20 These proceedings having on the 16th, 17th  
and 18th days of September, 1974 come on before  
the Court on an Order nisi dated the 16th day  
of August, 1974, requiring the abovenamed  
Respondent, Chan Chow Wang to show cause why  
he should not be dealt with under the provisions  
of Section 84 of the Legal Profession Act  
AND UPON READING the said Order, the Affidavit  
of Susan Jacob filed the 7th day of August,  
1974, and the exhibits thereto AND UPON HEARING  
Mr. John Newey Q.C. of Counsel for the  
Respondent and Mr. S.K.Lee of Counsel for the  
Law Society of Singapore IT WAS ORDERED that  
these proceedings do stand for judgment and  
the same coming on for judgment this day  
THIS COURT DOTH ORDER that the Respondent, the  
30 said Chan Chow Wang an Advocate and Solicitor  
of the Supreme Court be and is hereby struck  
off the Roll of Advocates and Solicitors of  
the Supreme Court of Singapore AND THIS COURT  
DOTH FURTHER ORDER that the Respondent do pay  
The Law Society of Singapore the costs of  
these proceedings and of t he proceedings before  
the Disciplinary Committee to be taxed.

Dated the 22nd day of November, 1974.

(Sgd)

Asst. REGISTRAR

40 Order entered on the Roll against the name  
of Chan Chow Wang and he has been duly struck off  
the Roll.

Dated the 26th day of November, 1974

(Sgd)

R E G I S T R A R .

In the  
High Court  
of the  
Republic of  
Singapore

No. 11

ORDER OF COURT GRANTING  
LEAVE TO APPEAL TO THE  
JUDICIAL COMMITTEE OF THE  
PRIVY COUNCIL dated 20th  
January 1975

No.11  
Order of  
Court grant-  
ing leave  
to appeal to  
the Judicial  
Committee of  
the Privy  
Council  
dated 20th  
January  
1975

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UPON Motion preferred unto the Court by  
Counsel for the abovenamed Appellant Chan Chow  
Wang, coming on for hearing this day in the  
presence of Counsel for the abovenamed  
Respondent AND UPON reading the Notice of  
Motion and the Affidavit of Chan Chow Wang  
filed herein on the 9th day of December 1974  
AND UPON hearing Counsel aforesaid THIS COURT  
DOTH GRANT LEAVE to the said Chan Chow Wang  
to appeal to the Judicial Committee of Her  
Britannic Majesty's Privy Council against  
the whole of the Judgment of The Honourable  
The Chief Justice Mr. Justice Wee Chong Jin,  
The Honourable Mr. Justice Chua and the  
Honourable Mr. Justice Choor Singh given  
herein and dated the 22nd day of November 1974  
AND THIS COURT DOTH DIRECT that the said  
Appellant do within one month give security  
in the sum of \$5,000.00 for the payment of  
all such costs as may become payable to the  
Respondent in the event of the Appellant  
failing to proceed with the appeal or Her  
Britannic Majesty's Privy Council ordering  
the Appellant to pay the costs of the Respondent. 30

Dated this 20th day of January, 1975.

Sgd. Assistant Registrar

R.E. MARTIN

PART II EXHIBITS

P10 FORM OF DISCHARGE EXECUTED  
BY MADAM SEAH HUAY dated 31st  
October 1972

Part II  
Exhibits

P10 Form  
of discharge  
executed by  
Madam Seah  
Huay  
dated 31st  
October  
1972

Policy No. S/WC-17925      Claim No. UWC.233/71

10 RECEIVED from THE UNITED MALAYAN  
INSURANCE COMPANY BERHAD the sum of Dollars  
Four thousand Only. I accept in full  
satisfaction and discharge of all claims  
of whatever kind including a claim under  
Common Law however arising in respect of  
injuries, damages and losses sustained to  
my son, NG SA CHIA, age 19 as a result of  
an accident on 3rd September, 1971 arising  
out of and in the course of his employment  
as an operative.

20 I hereby agree to indemnify and keep  
indemnified the said UNITED MALAYAN  
INSURANCE COMPANY BERHAD and/or BRIDGESTONE  
SINGAPORE COMPANY (PRIVATE) LIMITED against  
all and any claims whatsoever made or to be  
made by any person or persons on my behalf  
in respect of the said accident at Common  
Law and/or Workmen's Compensation Ordinance.

Dated this 31st day of Oct. 1972

Thumb Print

(Mdm. Seah Huay)

Identity Card No. 0531068/G

Address: 16 B Sian Tuan Avenue  
Singapore 21

30 Date: 31/10/72

Witness:

Address: 17/19 Battery Road  
2nd Floor, Room F, S'pore

Date: 31/10/72



Part II  
Exhibits

P13  
Statutory  
Declaration  
of Madam  
Seah Huay  
dated 21st  
February  
1973

P13

STATUTORY DECLARATION OF  
MADAM SEAH HUAY dated  
21st February 1973

I, SEAH HUAY of No.16B Sian Tuan Avenue,  
Singapore do solemnly and sincerely declare  
as follows :-

- 1) I engaged Messrs. Chan Chow Wang & Co. to act on my behalf in a suit against Bridgestone Singapore Co. (Pte) Ltd. for damages for injuries sustained by my son Ng Sa Chia in an accident which occurred in their factory on the 3rd day of September 1971. 10
- 2) When I first approached Messrs. Chan Chow Wang & Co. it was agreed verbally that they would deduct as their fees the sum of \$10.00 for every \$100.00 damages awarded to my son.
- 3) I was subsequently informed by Messrs. Chan Chow Wang & Co. that there was an offer of \$3,000.00 in settlement of my son's claim which offer I rejected whereupon Messrs. Chan Chow Wang & Co. agreed to negotiate further for a higher figure. 20
- 4) Upon receipt of a letter from Messrs. Chan Chow Wang & Co. I attended their office on the 31st day of October 1971 and was informed that the sum offered this time was \$3,300.00 and that they would deduct \$300.00 as their fees leaving me with the sum of \$3,000.00 I was then made to place my thumb-print on a document in English which I did not understand and given \$3,000.00 in cash. 30
- 5) Upon subsequent discussion with Messrs. Bridgestone Singapore Company (Pte) Ltd. I discovered that the actual amount of the settlement offered to my son by the Insurance Company was \$5,000.00 comprising \$4,000.00 damages and \$1,000.00 as party to party costs. At this time I also learned that the document on which I was made to place my thumb-print on was in fact a Discharge Form issued by Messrs. United Malayan Insurance Company acknowledging receipt of the sum of \$4,000.00 in full and final settlement of the claim. 40
- 6) I do not understand why I was given only \$3,000.00 in cash by Messrs. Chan Chow Wang & Co.

when I had in fact been made to acknowledge receipt of the sum of \$4,000.00.

Part II  
Exhibits

7) I have consulted the Legal Aid Bureau on the question of the recovery of the balance due to my son but was requested to write to the Law Society of Singapore for assistance.

P13  
Statutory  
Declaration  
of Madam  
Seah Huay  
dated 21st  
February  
1973

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

Declared at Singapore )  
this 21st day of )  
February 1973. )

R.T.P.

Before me,

Tan Hock Tey

Commissioner for Oaths

P.14

20 LETTER FROM PLAINTIFF  
TO MADAM SEAH HUAY dated  
1st February 1973

P.14  
Letter from  
Plaintiff  
to Madam  
Seah Huay  
dated 1st  
February  
1973

IC/21/72

1st February, 1973

Madam Seah Huay,  
16B Sian Tuan Avenue,  
Singapore 21

Dear Madam,

30 I refer to your letter dated the 3rd November, 1972 and subsequent correspondence on the subject of (1.) your complaint against Messrs. Chan Chow Wang & Co. which is being investigated by the Inquiry Committee.

2. I am directed by the Inquiry Committee to ask you to make a Statutory Declaration setting out the facts. If you need any

Part II  
Exhibits

P14  
Letter from  
Plaintiff  
to Madam  
Seah Huay  
dated 1st  
February  
1973

assistance in this matter will you please contact  
me and I will arrange for a solicitor to be made  
available for this purpose without charge.

Yours faithfully,

Secretary,  
Inquiry Committee,  
The Law Society  
of Singapore

1st February 1973

D16  
Consent  
to be  
Next  
Friend  
dated 13th  
June 1972

D16

CONSENT TO BE NEXT  
FRIEND dated 13th June 1972

10

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Suit No. 1937 }  
of 1972 }

B E T W E E N

Ng Sa Chia (an infant)  
suing by his mother and  
next friend Seah Huay (w)  
Plaintiff

AND

Bridgestone Singapore  
Company (Private) Limited  
Defendants 20

CONSENT OF NEXT OF FRIEND OF  
PERSON UNDER DISABILITY

I, Seah Huay of No.16-B Sian Tuan Avenue,  
Singapore consent to be next friend of the above-  
named Plaintiff, an infant in this action, and  
I authorise Messrs. Chan Chow Wang & Co. of  
Nos.17/19 Battery Road, 2nd Floor, Room F,  
Singapore, Advocates and Solicitors, to act on  
my behalf. 30

Dated the 13th day of June 1972

Signed by the said Seah Huay }  
the 13th day of June 1972 }  
in the presence of }

R.T.P. of  
Seah Huay (w)

(Sgd)

Solicitor

P 25

LETTER FROM PLAINTIFF TO  
MADAM SEAH HUAY dated  
9th November 1972

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Part II  
Exhibits

P25  
Letter from  
Plaintiff to  
Madam Seah  
Huay  
dated 9th  
November  
1972

IC/21/72

9th November, 1972

Madam Seah Huay,  
16B Sian Tuan Avenue,  
Singapore 21.

Dear Madam,

10

I thank you for your letter dated the  
3rd November, 1972 (received by me on the  
9th November, 1972) regarding your complaint  
against Messrs. Chan Chow Wang & Co. and  
am directed to inform you that the matter  
is receiving attention.

Yours faithfully,

Secretary  
The Law Society  
of Singapore.

10th November 1972

No. 17 of 1976

IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

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O N A P P E A L

FROM THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

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B E T W E E N :

CHAN CHOW WANG  
(Defendant)

Appellant

- and -

THE LAW SOCIETY OF SINGAPORE  
(Plaintiff)

Respondent

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RECORD OF PROCEEDINGS

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KINGSFORD DORMAN & CO.,  
~~57, 59, Chancery Lane~~ 13, Old Square,  
London W.C.2. *Lincoln Inn*

PARKER GARRETT & CO.,  
St. Michaels Rectory,  
Cornhill E.C.3.

Solicitors for the Appellant

Solicitors for the Respondent