

9/80

9 - OF 1978

In the Privy Council

Appeal No. 21 of 1977

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ON APPEAL  
FROM THE COURT OF APPEAL OF HONG KONG

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BETWEEN

STANLEY YEUNG KAI YUNG .. .. .	.. 1st Appellant (1st Third Party)
STANLEY YEUNG & CO. LTD. .. .. .	.. 2nd Appellant (2nd Third Party)
AND	
THE HONG KONG AND SHANGHAI BANKING CORPORATION .. .. .	Respondent (Defendant)

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RECORD OF PROCEEDINGS

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YUNG, YU, YUEN & CO.  
Solicitors for the Appellants  
JOHNSON, STOKES & MASTER  
Solicitors for the Respondent

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ON APPEAL  
FROM THE COURT OF APPEAL OF HONG KONG

---

BETWEEN

STANLEY YEUNG KAI YUNG .. .. . .. *1st Appellant*  
*(1st Third Party)*  
STANLEY YEUNG & CO. LTD. .. .. . .. *2nd Appellant*  
*(2nd Third Party)*  
AND  
THE HONG KONG AND SHANGHAI *Respondent*  
BANKING CORPORATION .. .. . .. *(Defendant)*

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RECORD OF PROCEEDINGS

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YUNG, YU, YUEN & CO.  
Solicitors for the Appellants  
JOHNSON, STOKES & MASTER  
Solicitors for the Respondent

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**ON APPEAL**  
**FROM THE COURT OF APPEAL OF HONG KONG**

BETWEEN

STANLEY YEUNG KAI YUNG .. .. .	.. <i>1st Appellant</i> <i>(1st Third Party)</i>
STANLEY YEUNG & CO. LTD. .. .. .	.. <i>2nd Appellant</i> <i>(2nd Third Party)</i>
AND	
THE HONG KONG AND SHANGHAI .. .. .	.. <i>Respondent</i>
BANKING CORPORATION .. .. .	.. <i>(Defendant)</i>

**RECORD OF PROCEEDINGS**

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<i>Exhibit Mark</i>	<i>Description of Document</i>
	<p>Agreed bundle of documents between Plaintiff &amp; Defendant No. 30–42</p>

In the Supreme Court of Hong Kong

High Court

Action No. 276 of 1976

ON APPEAL  
FROM THE COURT OF APPEAL OF HONG KONG

BETWEEN

STANLEY YEUNG KAI YUNG .. .. . .. 1st Appellant  
(1st Third Party)  
STANLEY YEUNG & CO. LTD. .. .. . .. 2nd Appellant  
(2nd Third Party)  
AND  
THE HONG KONG AND SHANGHAI .. .. . .. Respondent  
BANKING CORPORATION .. .. . .. (Defendant)

RECORD OF PROCEEDINGS

(S.D.) J. R. Oliver  
Registrar,  
1976, No. 276 In the Supreme  
Court of  
Hong Kong  
HIGH  
COURT

IN THE SUPREME COURT OF HONG KONG  
ORIGINAL JURISDICTION

BETWEEN:-

THE ADMINISTRATOR IN HONG KONG  
OF THE CATHOLIC MISSION OF MACAO

Plaintiff

and

THE HONG KONG AND SHANGHAI BANKING  
CORPORATION

Defendant

No. 1  
Writ of  
Summons and  
Statement of  
Claim  
9th Feb. 1976

10 ELIZABETH THE SECOND, by the Grace of God, of the United Kingdom or Great Britain and Northern Ireland and of Our other realms and territories Queen, Head of the Commonwealth, Defender of the Faith:

To The Hong Kong & Shanghai Banking Corporation whose registered office is situate at No. 1 Queen's Road Central, Victoria, Hong Kong.

We command you that within 8 days after the service of this writ on you, inclusive of the day of such service, you do cause an appearance to be entered for you in an action at the suit of The Administrator in Hong Kong of the Catholic Mission of Macao of Paco Episcopal, Largo da Se, Macau and take notice that in default of your so doing the Phaintiff may proceed therein, and judgment may be given in your absence.

WITNESS The Honourable Sir Geoffrey Briggs, Chief Justice of Our said Court, the 9th day of February, 1976.

J. R. Oliver  
Registrar.

10

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

#### Directions For Entering Appearance

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

20

Note:— If the Defendant enters an appearance, then, unless a summons for judgment is served on him/her/them in the meantime, he/she/they must also serve a defence on the solicitor for the plaintiff within 14 days after the last day of the time limited for entering an appearance, otherwise judgment may be entered against him/her/them without notice.

#### STATEMENT OF CLAIM

1. The Plaintiff is a corporation sole incorporated in Hong Kong by the Catholic Mission of Macao Incorporation Ordinance, Chapter 1006 of the Laws of Hong Kong.

30 2. The Defendant is a company incorporated in Hong Kong by the Hong Kong and Shanghai Bank Ordinance 1866 as continued by the Hong Kong and Shanghai Banking Corporation Ordinance, Chapter 70 of the Laws of Hong Kong, having its head office at 1, Queen's Road Central, Victoria, in the Colony of Hong Kong.

3. The Plaintiff was, prior to the events appearing hereinafter, the registered holder of 12,557 shares of \$25 each fully paid of the Hong Kong and Shanghai Banking Corporation.

<u>Share Certificate No.</u>	<u>Date</u>	<u>Number of shares</u>
G000004	2nd March 1965	7,090
F 76504	18th March 1966	1,418
H100009	16th April 1971	1,928
H163014	20th April 1972	2,121
	Total —	12,557

*In the Supreme  
Court of  
Hong Kong  
HIGH  
COURT*

No. 1  
Writ of  
Summons and  
Statement of  
Claim  
9th Feb. 1976  
*(continued)*

10 4. In or about May 1973 the Defendant Company accepted and acted upon 4 forged instruments of transfer in respect of the aforesaid shares purportedly signed by the Plaintiff and removed the Plaintiff's name from its register of members as the holder of the aforesaid shares.

5. Despite the Plaintiff's repeated requests to the Defendant Company to reinstate the Plaintiff after the forgeries were made known to the Defendant Company, the Defendant Company refused and still refuses to do so.

6. By reason of the matters complained of the Plaintiff has suffered loss and damage.

AND THE PLAINTIFF CLAIMS:—

20 (1) An order that the Plaintiff's name be restored to the register of members of the Defendant Company in respect of the aforesaid shares or their equivalent and that the Defendant Company do deliver to the Plaintiff a certificate or certificates of ownership of such shares.

(2) An order that the Plaintiff be paid all dividends which have accrued on the aforesaid shares since they were transferred from the Plaintiff's name, and to be paid interests on such dividends to the date of judgment or payment.

(3) An order that the Plaintiff be given all bonus shares that have been issued in respect of the aforesaid shares since they were transferred from the Plaintiff's name.

30 (4) An order that the Defendant Company do pay the Plaintiff's costs of and occasioned by this action.

(5) Such order may be made as to the Court may seem just.

Marjorie C. Y. Chui  
Counsel for the Plaintiff

Dated the 9th day of February 1976.

STATEMENT OF CLAIM

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(SEE ATTACHED)

This writ was issued by Woo, Kwan, Lee and Lo of Room No. 2601, Connaught Centre, Connaught Road Central, Victoria, Hong Kong, solicitors for the said Plaintiff whose address is Paco Episcopal, Largo da Se, Macau.

Woo, Kwan, Lee & Co.

IN THE SUPREME COURT OF HONG KONG  
HIGH COURT

No. 2  
Defence  
23rd Feb. 1976

BETWEEN:—

THE ADMINISTRATOR IN HONG KONG  
THE CATHOLIC MISSION OF MACAO

*Plaintiff*

and

THE HONGKONG AND SHANGHAI BANKING  
CORPORATION

*Defendant*

10

and

STANLEY YEUNG KAI YUNG

*1st Third Party*

STANLEY YEUNG & CO., LTD.

*2nd Third Party*

MOON FAN

*3rd Third Party*

LUK YUEN YEE

*4th Third Party*

TSANG CHIU WAH (SAMUEL)

*5th Third Party*

DEFENCE

1. Paragraphs 1, 2 and 3 of the Statement of Claim are admitted.

20 2. It is admitted that in or about May 1973 the Defendant accepted and acted upon four instruments of transfer in respect of the shares, particulars of which are given in Paragraph 3 of the Statement of Claim and removed the Plaintiff's name from its register of members as holder of the said shares. The said instruments of transfer were signed by the Plaintiff. It is not admitted that the said instruments were forged and the Plaintiff is put to strict proof of the alleged forgery.

3. It is admitted that the Defendant has not reinstated the Plaintiff's name and it is further admitted that the Plaintiff has requested the Defendant to do so claiming the the said instruments of transfer to be forged.

4. By reason of the above it is denied that the Plaintiff is entitled to the relief claimed or any relief.

30

Anthony R. Dicks  
Counsel for the Defendant.

Dated the 23rd day of February, 1976.

IN THE SUPREME COURT OF HONG KONG  
HIGH COURT

No. 3  
Statement of  
Claim  
17th May 1976

BETWEEN:—

THE ADMINISTRATOR IN HONG KONG OF  
THE CATHOLIC MISSION OF MACAO

*Plaintiff*

and

THE HONGKONG AND SHANGHAI BANKING  
CORPORATION

*Defendant*

and

10

STANLEY YEUNG KAI YUNG

*1st Third Party*

STANLEY YEUNG & CO. LTD.

*2nd Third Party*

MOON FAN

*3rd Third Party*

LUK YUEN YEE

*4th Third Party*

TSANG CHIU WAH (SAMUEL)

*5th Third Party*

STATEMENT OF CLAIM

A statement of claim by the Defendant against The Third Parties served pursuant to the Order of Mr. Registrar Cameron dated the 12th day of May, 1976.

20

1. The claim of the Plaintiff against the Defendant herein is as appears from the Plaintiff's Statement of Claim ( a copy whereof was served the 1st Third Party on the 12th February, 1976, on the 2nd Third Party on the 11th February, 1976, on the 3rd Third Party on the 20th February, 1976, on the 4th Third Party on the 11th February, 1976 and on the 5th Third Party on the 16th day of February 1976) for:—

30

(i) An order that the Plaintiff's name be restored to the Register of Members of the Defendant in respect of the shares set out in the Statement of Claim or their equivalent and that the Defendant company do deliver to the Plaintiff a certificate or certificates of ownership of such shares.

(ii) An order that the Plaintiff be paid all dividends which have accrued on the aforesaid shares since they were transferred from the Plaintiff's name, and to be paid interests on such dividends to the date of judgment or payment.

(iii) An order that the Plaintiff be given all bonus shares that have been



issued in respect of the aforesaid shares since they were transferred from the Plaintiff's name.

(iv) An order that the Defendant company do pay the Plaintiff's costs occasioned by this action.

(v) Such order may be made as to the Court may seem just.

10       2. The Defendant disputes the claim of the Plaintiff on the grounds appearing on its Defence, but in the event of the Defendant being held liable to the Plaintiff the Defendant claims that it is entitled to be indemnified by the Third Party against all the claims of the Plaintiff and all costs on a common fund basis incurred by the Defendant in defending this action and the costs of these Third Party proceedings against the Third Parties upon the grounds herein-below set out.

3. The 1st Third Party was the sole proprietor of Stanley Yeung Stockbrokers Co., at all material times in May 1973 and the 2nd, 3rd, 4th and 5th Third Parties became partners in the said Stanley Yeung Stockbrokers Co., on the 21st January, 1974. No notice was published in the Government Gazette or elsewhere pursuant to the provisions of the Fraudulent Transfer of Businesses Ordinance Cap. 49.

20       4. By reason of the above the 2nd, 3rd, 4th and 5th Third Parties are liable for the debts and liabilities of the 1st Third Party as at the 21st January, 1974.

5. On or about the 3rd May, 1973 the said Stanley Yeung Stockbrokers Co., presented 1,418 shares in the Defendant company together with completed instruments of transfer in favour of Mr. Wong Kwan Wan and requested the Defendant to effect the transfer and send to Stanley Yeung Stockbrokers Co., the new certificates when ready.

30       6. On or about the 9th May, 1973 the said Stanley Yeung Stockbrokers Co., presented 11,139 shares in the Defendant company together with completed instruments of transfer in favour of Mr. Wong Kwan Wan and requested the Defendant to effect the transfer and send to Stanley Yeung Stockbrokers Co., the new certificates when ready.

7. It was an implied term and condition of the said instruments of transfer and by presenting the same as aforesaid the said Stanley Yeung Stockbrokers Co., thereby warranted:

(i) That the signatures on the said instruments of transfer were genuine.

(ii) That the transactions evidenced by the said instruments of transfer were of a genuine nature.

8. In breach of the said terms and conditions and warranty the signatures on the said instruments of transfer were forgeries and were ineffective to pass title to the said transferee Mr. Wong Kwan Wan or at all. The Defendant will rely upon the facts and matters alleged in the Statement of Claim to support the allegation that the said signatures were forgeries.

—  
*In the Supreme  
Court of  
Hong Kong  
High Court*  
—

No. 3  
Statement of  
Claim  
17th May 1976  
*(continued)*

9. By reason of the matters aforesaid the Defendant is liable to reinstate the Plaintiff as the holder of said 12,557 shares as set out in the Statement of Claim and will therefore suffer loss and damage.

And the Defendant claims:—

- 10 (i) A declaration of the Defendant is entitled to be indemnified as aforesaid.
- (ii) Judgment for any amount which may be found to be due from the Defendant to the Plaintiff.
- (iii) Judgment for the amount of any costs which the Defendant may be adjudged to pay for the Plaintiff and for the amount of its own costs incurred of its Defence of this action on a common fund basis and of the proceedings against the third parties herein.
- (iv) Further or other relief.

20

Anthony Dicks  
Counsel for the Defendant

Dated the 17th day of May, 1976.

IN THE SUPREME COURT OF HONG KONG  
HIGH COURT

BETWEEN:—

No. 4  
Amended  
Defence  
5th June 1976

THE ADMINISTRATION IN HONG KONG OF  
THE CATHOLIC MISSION OF MACAO *Plaintiff*  
and  
THE HONGKONG AND SHANGHAI BANKING  
CORPORATION *Defendant*  
and  
STANLEY YEUNG KAI YUNG *1st Third Party*  
STANLEY YEUNG & CO. LTD. *2nd Third Party*  
MOON FAN *3rd Third Party*  
LUK YUEN YEE *4th Third Party*  
TSANG CHIU WAH (SAMUEL) *5th Third Party*

10

AMENDED DEFENCE OF 1ST AND 2ND THIRD PARTIES

1. In so far as paragraph 1 of the Statement of Claim purports to set out the Plaintiff's claim against the Defendant it is admitted.

20 2. In answer to paragraph 2 of the Statement of Claim the 1st and 2nd Third Parties say they are not liable to indemnify the Defendant as claimed or at all.

3. Paragraph 3 of the Statement of Claim is admitted.

4. Paragraph 4 of the Statement of Claim is not admitted.

5. Paragraphs 5 and 6 of the Statement of Claim are admitted.

6. Paragraph 7 of the Statement of Claim is denied.

7. Stanley Yeung Stockbrokers Co. at all material times:—

(a) did not know that the signature of the transferor was forged;

(b) acted bona fide throughout;

(c) did not attest to or otherwise verify the signature of the transferor on the instruments of transfer.

8. The Defendant knew or ought to have known from the contents of the Instruments of Transfer that the signatures of the transferor had not been attested and/or verified by Stanley Yeung Stockbrokers Co.

9. Further and/or alternatively the Defendant kept and/or ought to have kept records of its shareholders' specimen signatures and ought to have checked the transferor's signatures appearing on the Instrument of Transfer against its records before effecting any transfer. The Defendant negligently failed to make any or any adequate check and/or other enquiries and thereby caused or alternatively contributed to the matters complained of.

10 9a. Further or alternatively, the Defendant could have but did not defend the Plaintiff's action on the ground that the Plaintiff was negligent in causing or otherwise contributing to its alleged loss by failure to notify the Defendant of discrepancies in the share list dated respectively 3rd May and 16th May 1973 and in failing to respond to a Notice of Intended Transfer of shares dated 2nd June 1973 from the Defendant to the Plaintiff.

10. No admissions are made as to paragraphs 8 and 9 of the Statement of Claim of the Defendant.

11. In the premises the Defendant is not entitled to the relief as claimed or at all.

20

~~Denis Chang  
Counsel for the 1st and 2nd  
Third Parties.~~

~~Dated the 5th day of June, 1976.~~

Denis Chang  
Counsel for the 1st and 2nd  
Third Parties.

Dated the 1st day of December, 1976.

IN THE SUPREME COURT OF HONG KONG  
HIGH COURT

BETWEEN:—

No. 5  
Reply  
3rd Nov. 1976

THE ADMINISTRATOR IN HONG KONG  
OF THE CATHOLIC MISSION OF MACAO

*Plaintiff*

and

THE HONGKONG AND SHANGHAI BANKING  
CORPORATION

*Defendant*

10

and

STANLEY YEUNG KAI YUNG  
STANLEY YEUNG AND CO. LTD.

*1st Third Party*

*2nd Third Party*

MOON FAN

*3rd Third Party*

LUK YUEN YEE

*4th Third Party*

TSANG CHIU WAH (SAMUEL)

*5th Third Party*

R E P L Y

1. Save insofar as the same consist of admissions the Defendant joins issue with the 1st, 2nd, 3rd, 4th and 5th Third Parties on their respective Defences to the Third Party Statement of Claim.

20

2. In reply to Paragraphs 7 and 8 of the said Defence of the 1st and 2nd Third Parties, the Defendant says that the same afford no answer in law to the Defendant's claim.

3. Further or alternatively the 1st Third Party expressly warranted that the said instruments of transfer were duly completed.

4. In reply to Paragraph 9 of the said Defence of the 1st and 2nd Third Parties, the Defendant says that the same affords no answer in law to the Defendant's claim.

5. Further or alternatively Paragraph 9 of the said Defence is denied.

30

6. In reply to Paragraphs 1, 2 and 3 of the said respective Defences of the 3rd, 4th and 5th Third Parties, the Defendant says that the same afford no answer in law to the Defendant's claim.

Anthony R. Dicks  
Counsel for the Defendant.

Dated the 30th day of November, 1976.

IN THE SUPREME COURT OF HONG KONG  
HIGH COURT

BETWEEN:—

No. 6  
Points of  
Defence  
1st Dec. 1976

THE ADMINISTRATOR IN HONG KONG OF  
THE CATHOLIC MISSION OF MACAO *Plaintiff*

and

THE HONGKONG AND SHANGHAI BANKING  
CORPORATION *Defendant*

10

and

STANLEY YEUNG KAI YUNG *1st Third Party*

STANLEY YEUNG & CO. LTD. *2nd Third Party*

MOON FAN *3rd Third Party*

LUK YUEN YEE *4th Third Party*

TSANG CHIU WAH (SAMUEL) *5th Third Party*

and

NG KWOK HING *1st Fourth Party*

WONG KWAN MAN *2nd Fourth Party*

20

POINTS OF DEFENCE OF 1st & 2nd THIRD PARTIES TO  
PLAINTIFF'S CLAIM

1. The 1st and 2nd Third Parties say that the Plaintiff caused or contributed to its alleged loss or is otherwise estopped in equity from claiming against the Defendant by its own negligence as particularised below:—

(a) The Plaintiff failed to notify the Defendant of discrepancies in the lists of shares sent by the Defendant to the Plaintiff on or about 3rd May, 1973 and 16th May, 1973. The Plaintiff ought to have discovered either or both of the said share lists that the shares in suit were missing;

30

(b) The Plaintiff failed to respond to a letter dated 2nd June, 1973 from the Defendant to the Plaintiff (being Document 13 in the Agreed Bundle). The said letter advised the Plaintiff that transfer deeds purporting to be signed by the Plaintiff together with relative share certificates Nos. H-100009; H-163014; G-000004 covering 11,139 shares have been lodged for registration and that if the Defendant did not hear from the Plaintiff by return, it would be assumed that everything is in order.

Denis Chang  
Counsel for the 1st and 2nd  
Third Parties.

Dated the 1st day of December, 1976.

IN THE SUPREME COURT OF HONG KONG  
HIGH COURT  
ACTION NO. 276 OF 1976

BETWEEN:—

THE ADMINISTRATOR IN HONG KONG OF  
THE CATHOLIC MISSION OF MACAO

*Plaintiff*

and

THE HONGKONG AND SHANGHAI BANKING  
CORPORATION

*Defendant*

10

and

STANLEY YEUNG KAI YUNG

*1st Third Party*

STANLEY YEUNG & CO. LTD.

*2nd Third Party*

MOON FAN

*3rd Third Party*

LUK YUEN YEE

*4th Third Party*

TSANG CHIU WAH (SAMUEL)

*5th Third Party*

and

NG KWOK HING

*1st Fourth Party*

WONG KWAN MAN

*2nd Fourth Party*

20 Coram: Cons, J.

30th November 1976 at 10 a.m.

Ronny Tong (Woo, Kwan, Lee & Lo) for plaintiff.

Anthony Dicks (Johnson, Stokes & Master) for defendant.

Charles Ching, Q.C. and D. Chang (Yung, Yu, Yuen & Co.) for 1st and 2nd  
Third Parties.

Moon Fan, 3rd Third Party in person.

Luk Yuen Yee, 4th Third Party in person.

Tsang Chiu Wah, 5th Third Party in person.

1st and 2nd Fourth Parties absent.

—————  
JUDGE'S NOTES  
—————

Dicks: Asks to file Reply in relation to 3rd party proceedings.  
Copies already served on 1st and 2nd third parties.  
1st and 2nd third parties have no objection.  
Submits will not prejudice 3rd, 4th and 5th third parties.

Ching: No objection.

3rd, 4th and 5th third parties: No objection.

Order: Leave given to file Reply – reservice dispensed with – to be filed within 24 hours.

(Sgd.) (D. Cons)  
30th November, 1976.

10 Tong: Opens.  
Only defence is query of forgery.  
Order is that trial of third parties be heard first.

Order: That all third parties may take such part as they wish in this trial from its very commencement.

(Sgd.) (D. Cons)  
30th November 1976.

Ching : Refers to agreed bundle 13. Understands Dicks does not want to pursue contributory negligence but will wish to pursue cause himself.

20 Tong: Cap. 1006.  
3(2). Sale etc. of shares must be by deed.  
6.  
Transfer in present case not so signed.  
Plaintiff always had shares in bank. Usually kept in bank custody.  
Shares in question were bonus shares sent to plaintiff.  
Scrip normally kept at Bishop's house. Not known when taken away.  
Were two burglaries prior to May, 1973.  
Both in 1972.

30 Plaintiff submits signatures of late Bishop and chop below were forged.



Police now investigating matters and prosecution contemplated.  
All documents in question now in custody of police. Except for share certificates.

*In the Supreme  
Court of  
Hong Kong  
High Court*

Plaintiff has subpoenaed Inspectors to produce and give evidence.

No. 7  
Judge's Notes  
(continued)

Agreed bundle is agreed between plaintiff and defendant.

Agreed bundle 1 – 4 are share certificates in question.

Agreed bundle specimen signature of late Bishop kept by defendant.

Agreed bundle 6, 7, 8, 9 transfers (copies).

10

Plaintiff submits late Bishop left Macao in April 1973 for Portugal. Died in June 1973 in Portugal.

Therefore cannot have signed or been witnessed as appears.

Arthur Hugh Ollerenshaw – oath English:—

Senior Inspector Police.

Attached Commercial Crimes Office, Royal Hong Kong Police Force.

New May House Police Headquarters.

April 1974 assigned to forgery case.

20 Received from Judiciary Police in Macao a partially investigated case involving loss of 4 share certificates in name of Administrator in Hong Kong of Catholic Mission of Macao.

Extended to 12,557 Hong Kong Bank shares.

Alleged to have been stolen in Macao and negotiated in Hong Kong into name of Wong Kwan-man.

About September 1974 received documents from plaintiff.

Was on or after 17th September. By post. Were sent at my request.

Were 12 documents containing the signatures of Paulo Jose Tavaréz, who was late Bishop of Macao.

Agreed bundle 24. I have the original on the file.

30 John Grieve was in charge of Commercial Crimes Office at the time and all letters to and from Commercial Crimes Office were in his name. Then channelled to officer in charge of any particular case, i.e. in this case to me.

Ex. 1. I produce the 12 documents. Are sealed with a Government Laboratory seal.

I then took out a warrant against Secretaries Department of defendant. That department handles transfer of shares etc. in defendant.

Agreed bundle 25 is information for that warrant and that warrant.

On 26th September I went to that department. Obtained the 4 questioned documents, i.e. the 4 transfer certificates.

Ex. 2. I produce the transfers. All likewise sealed in a bundle.

10 I obtained 4 further documents containing late Bishop's signature and were more recent signatures made shortly before he left Macao.

I did so on instruction of Raymond Chan the Government Document Examiner as Bishop had recently been in bad health and felt signature might have changed.

I received 4 further documents on 16th October together with a chop. I received these from Father Marta who is procurator in Macao.

Agreed bundle 27. I have seen this letter. Original is on my file.

Exs. 1 and 2. I sent to Government chemist for Raymond Chan on 29th September.

20 16th October I delivered the four further documents to Raymond Chan and the chop.

Ex. 3. I produce the same – sealed as a bundle as before.

Ex. 4. And the chop also sealed.

I received all back from Raymond Chan with a report. Was 18th October 1974.

11th October 1976 I received further material:—

A single signature of Paulo Jose Tavaréz on a piece of paper which had been held by Secretaries Department of Defendant. I had seen this when I executed warrant earlier. Is a "specimen signature".

This document was given to me by solicitors for plaintiff, i.e. Woo, Kwan, Lee & Lo – was Mr. Peter Lo, Junior.

I produce Ex.5. Also sealed.

12th October I took Ex.5 to Raymond Chan.

Received back 11th November 1976.

13th November 1976 I received another chop similar to Ex.4 – from Woo, Kwan, Lee & Lo – from Peter Lo, Junior.

15th November I delivered to Raymond Chan.

19th November received it back with a report.

Ex.6. I produce. Also sealed.

- 10 I handled all documents personally to Raymond Chan. Were not sealed then. Were sealed when returned with seals. Now still intact.

Cross-examination Dicks.

Agreed bundle 5. I can identify. Is special signature card lodged with bank. Ext.5.

Agreed bundle 6, 7, 8 and 9. Are photos of the transfers.

Agreed bundle 10. I have only seen a copy of this, not the original.

Agreed bundle 11. Ditto.

When case first handled to me photostats of transfers were accompanied by copies of agreed bundle 10 and 11.

- 20 I did not ask for these documents at Secretaries Department of defendant.

Cross-examination Ching

The first I saw copies of the transfer forms was 7th April 1974, before I saw originals.

Agreed bundle 25. Agree refers to "Wong Man".

I got name of Wong Man from witness to agreed bundle 6, etc. and also from a visiting card left with Stanley Yeung Brokers.

No reason why Wong Kwan-man's name not put on warrant. To my mind he is same as Wong Man. Was arrested 10th November. I am satisfied is one and same name.

Cross-examination 3rd, 4th and 5th third parties. None.

Re-examination. None.

Ramiro dos Anjos Marta – oath in English – evidence given in the Portuguese language.

Of Seminary of St. Joseph Macao.

Member of the Catholic Mission in Macao.

10 Resident in Macao in 1948, with 3 short periods of leave elsewhere.

Shortly before May 1973 was director of Catholic Newspaper "Clarion".

Was familiar with late Bishop of Macao. Everybody knew him well.

He was in Macao in April 1973.

He must have left for Lisbon soon after Easter which was around 2nd April 1973. He did not return. He died in June 1973. I think it was 12th June. In Lisbon.

Late Bishop was already ill when he left Macao. For some time. In April he worsened.

20 After that I was appointed the Procurator. In August 1973. By the present Bishop who was the Capitular Vicar, i.e.

Arquimínio Rodrigues da Costa.

My job as procurator was to administer the estate of the Diocese of Macao, and make it the most productive for the social work of the Church in Macao.

I found there were some funds which were not in order and that dividends from the Hong Kong Bank did not accord with the shares we held, i.e. the Mission held, according to our list.

I wrote immediately to Hong Kong Bank asking about the difference.

Agreed bundle 15and 15a. This is a copy of that letter.

This was the first time that I realised something might be wrong and that some shares might be mentioned.

*In the Supreme  
Court of  
Hong Kong  
High Court*

Agreed bundle 16. I received this letter.

I replied immediately.

Agreed bundle 17. Is the letter I wrote.

I wrote a further letter. Agreed bundle 18.

I received a reply. Agreed bundle 19.

I found among the late Bishop's papers notices from the bank saying that some of the shares had been transferred.

No. 7  
Judge's Notes  
(continued)

10 Agreed bundle 23. I received this letter.

I reported the incident to the police. At first not sure whether should be Macao or Hong Kong. Reported eventually to Macao who advised Hong Kong Police would have been better. Then reported to Inspector Pritto who has since died. Finally agreed between the two police forces that matters would all be dealt with by Hong Kong police. Documents sent over accordingly.

20 Police in Hong Kong in October 1974 asked us for recent signatures of the late Bishop of Macao. Ex.3. The only signatures in the files were copies so I went round to colleagues and obtained documents from them containing actual recent signatures. The signatures were on official documents nominating priests to particular posts.

Ex.1

I am familiar with signature of late Bishop.

I was asked twice by police to furnish copies of recent signatures. The first time I was able to get signatures from priests.

The police asked for even more recent signatures. I again got them from priests.

Ex.1 is the first batch.

Ex.3 is the second batch.

30 (Opens Ex.1.) These are the documents I collected from various priests

on the first occasion.

They were sent to the police in Hong Kong – by post most probably.

Agreed bundle 26. I received this letter.

I complied with the request in para.3. I obtained samples and brought them personally to the police in Hong Kong.

Collected 3 or 4 documents.

I also obtained the chop of the administrator.

(Opens Ex.3.) These are the documents in question.

10 The signatures thereon are the signatures of the late Bishop. I have no doubt.

(Opens Ex.4.) This is the chop in question. I found it on the desk of late Bishop of Macao in the office that he used.

Agreed bundle 27. I wrote this letter.

I gave the documents and chop to Mr. Ollerenshaw personally.

Agreed bundle 28. I received that letter.

20 In October 1976 I went to Bishop's residence in search of additional evidence. I found another chop on the desk of the late Bishop of Macao which I handed to Inspector Ollerenshaw – no. It was lawyers who asked about other chops and the Bishop sent me to the late Bishop's residence where I found another chop which I sent by personal messenger to Peter Lo.

Ex.6. This is that second chop.

Adjourned to 2.30. Any exhibit may be released to solicitors for parties, to be returned by 2.30 p.m.

(Sgd.) (D. Cons)  
30th November 1976.

30th November 1976.

Court resumes as before.

Cross-examination Dicks.

*In the Supreme  
Court of  
Hong Kong  
High Court*

Was appointed procurator in August 1973.

There was no procurator before that date. The Bishop was in charge of the administration.

No. 7  
Judge's Notes  
(continued)

He had the clerks of the diocese to do all the correspondence that was necessary. A clerk called Emilio Massa who was in charge of the shares, all the scrip and distributing the dividends to all the parishes.

Agreed bundle 13. I found this document in a file. It was a file kept by Emilio Massa.

10 Massa was only a clerk, but he took care of the shares. He was in charge of the registry and the scrips and had no other part.

I asked Massa about agreed bundle 13. Massa said Father Ngan had handed it to Massa. Due to an overload of work this letter was filed and no notice was taken of it.

When Bishop Tavarez left for Portugal he nominated Father Ngan as Governor of the Bishopric and informed the bank accordingly.

I am not aware there is a special ordinance in Hong Kong governing the plaintiff.

Agreed bundle 17.

20 Agreed bundle 19. Para.2. Since I was newly appointed I surmised all shares were deposited in Hong Kong Bank. Only on receipt of this letter did I know that these shares were not.

Cross-examination Ching.

When late Bishop went to Lisbon Father Ngan became Governor of the Bishopric.

Father Ngan ceased to be procurator on the nomination of Father da Costa as Vicar Capitular in June 1973. About the end of June – about one week after death of late Bishop on 12th June. Father Costa took over all powers, including the administration of the assets.

30 When I was appointed I took care of all the assets of the diocese, in particular the shares which are greatest income earner.

During period April to August 1973 Massa had merely the clerical work required by shares, i.e. registering them or distributing the dividends. It was part of his duty to keep a record of the shares.

I found the records quite in order.

When I assumed my duties they were in a process of bringing out a complete list of all the shares and were about to hand over to Hong Kong Bank Nominees.

There was a list of shares kept by Massa. I am not sure if Massa had the certificates.

- 10 It was one of Massa's duties to check that bonus shares were correctly received when issued. Also to make a note thereof. He did so, It was from this that I found the dividends were short.

Massa had these duties from either 1967 or 1968.

Not sure if Massa's duties included actually obtaining certificates or seeing they were lodged in the bank where bonus issued.

If Mission actually had certificates either the Bishop or the Governor of the Bishopric should make sure where were safely stored. Do not know if Massa would have anything to do with this.

Massa would see any correspondence relating to any sale of shares.

- 20 Agreed bundle 13. This was found in a file where list of shares and disposal etc. was kept. This file was kept by Massa.

It was perhaps after October that I first saw the original of agreed bundle 13. That was when we received dividends and I noticed divergence and started through the documents.

Massa did not bring it to my attention before.

Agreed bundle 18. On 3rd May the bank sent us a list of shares held on our behalf for confirmation.

The lost shares were not on that list.

- 30 A second list was sent on the 16th May with a question mark against some of the shares. I think the "lost" shares were not on that list.



I asked when I was appointed and Massa said he was waiting for the share dividends to see if they were in harmony.

*In the Supreme  
Court of  
Hong Kong  
High Court*

It would have been possible for someone in Mission at latest 18th May to have discovered there were some missing.

No. 7  
Judge's Notes  
(continued)

The bank sends lists now monthly.

I have not found in the records any list prior to 3rd May 1973. That is the first contained in the records.

Massa is still employed by the Mission.

The late Bishop suffered from leukemia.

10 He was quite ill in March. It was necessary to send him to Hong Kong for treatment.

Agree a symptom of his illness was continual tiredness.

Was not sufficiently closely associated to comment on mental faculties of the time.

Massa would have been closely associated.

Hong Kong Electric shares – this must have been a mistake in the bank. They were not physically missing, but were not in the list. Eventually the matter was put right.

Cross-examination 5th third party.

20 When I discovered shares were missing I first informed the Hong Kong Bank and then in the course of events informed the Judiciary Police.

It was about one week after discovery that I reported to the bank.

Was 10th October 1973.

Most of the shares were in hands of bank nominees. I cannot say where "lost shares" were kept. They were not in the Ecclesiastical Chambers.

The list was received on 3rd May 1973. We wrote to bank in October 1973.

It was only in end September beginning October that I discovered the shares were missing.

Cross-examination 3rd and 4th third parties. None.

Tong Re-examination.

As far as I know Massa had no right to physical possession of shares or share certificates.

Agreed bundle 18.

Apart from the shares in this case and the Hong Kong Electric shares there were discrepancies with regard to small shares in other companies. Eventually these discrepancies were rectified. The bank rectified the list, confirming that these shares should have been on the earlier list.

10 Arquimínio Rodrigues da Costa – oath English:–

Bishop of Macao.

Of St. Joseph Seminary Macao.

Office is at Bishop's House, Macao.

Came to Macao 1938.

Resident to 1968.

Came to Hong Kong 1968.

Returned to Macao 1973.

Appointed Vicar Capitular Macao. I think was 18th June 1973.

Was familiar with late Bishop.

20 During absence of late Bishop Father Ngan was responsible for administration.

If the Mission had wanted to transfer shares during the absence of late Bishop, then Father Ngan's signature would have been necessary.

After my appointment it would have been my signature.

In August I appointed Father Marta as procurator.

I think it was about end September beginning October that first discovered shares missing. Father Marta told me.

I was aware of the subsequent correspondence with bank.

Agreed bundle 24. I signed this. Father Marta gave me these 12 documents. Shortly before I signed the letter.

Ex.1. The signatures are the signatures of the late Bishop.

I am very familiar with his signature.

In October 1976 I had conversation with Peter Lo. He asked me to see if there was any other chop in Bishop's office. I could not find one. I sent Father Marta to Bishop's residence. Another chop was found.

10 I looked at the second chop before it was sent to Peter Lo. It appeared a genuine chop.

I was in Macao October and November 1973.

In October 1974 I left Macao for Portugal.

Agreed bundle 30. I wrote this letter. Father Marta provided the material for me. He did the calculations. Then I wrote the letter.

The bank, so far as I remember, did not dispute the figures.

Cross-examination Dicks.

20 Agreed bundle 32. Para.3. As far as can remember there is a law in Hong Kong by which the diocese of Macao is recognised by the Government under title of Administrator and this must be published in the official bulletin. I was told to notify Colonial Secretariat so they could publish that I was successor of late Bishop.

I informed Colonial Secretariat because bank suggested it.

Transfer of assets of mission – I have no idea if my signature should have been notified to Colonial Secretary.

I went to Macao I think one week before my appointment as Vicar Capitular.

Ching none.

Cross-examination 3rd, 4th and 5th third parties none.

Re-examination none.

(Sgd.) (D. Cons)

Ex.3. Last document.

Portuguese Interpreter confirms that is dated as given on 19th April 1973.

Adjourned to 10 a.m.

(Sgd.) (D. Cons)

1st December 1976.

Court resumes as before.

Father Marta recalled.

- 10 Date of late Bishop leaving Macao – was a mistake yesterday because of the date of Easter, Easter was on 2nd April the previous year. I made a mistake because of this – agreed bundle 17.

I verified yesterday that Easter was 22nd April 1973. Late Bishop left after Easter.

Cross-examination Dicks none.

Cross-examination Ching none.

Cross-examination 3rd, 4th and 5th third parties none.

Chang: Third parties would like to take the point re-agreed bundle 13 as a line of defence.

- 20 Asks leave to take this line, i.e. that plaintiff caused or contributed to its loss by negligently failing to inform the defendant of discrepancies in the lists of either 3rd May or 16th May and by failing to reply to agreed bundle 13. And for court to dispense with formal pleadings.

Tong: Queries whether is just a defence or is a counterclaim for damages.

Chang: Thinks of it at the moment as a defence to the indemnity claimed.

Dicks: Asks that form and manner of this claim be spelled out properly as soon as possible.

Court: These matters are noted. Counsel are free to proceed with formal applications as and when they think fit.

*In the Supreme  
Court of  
Hong Kong  
High Court*

No. 7  
Judge's Notes  
(continued)

Raymond Chan Kwok-hon – declared English:–

Of Government Laboratory Hong Kong.

And of 36 Village Road, Flat 5D Hong Kong.

B.Sc. and Chem. (McGill).

M.A. and Physics (Harvard)

10 M. British Forensic Science Society.

Work as forensic chemist since 1968. Now officer in charge Document Section, Government Laboratory Hong Kong. 3½ years' experience handwriting. Given evidence in courts of Hong Kong, including Supreme Court.

A large part of my work is the comparison of handwriting.

In 1974 was sent documents for examination.

27th September 1964 received 4 transfer documents and 12 documents dated between 1970 and 72 bearing known signatures of late Bishop.

16th October 1964 received 4 further documents 1972/73 bearing known signatures ditto and a chop.

20 Received all from Mr. Ollerenshaw.

1976 also received from same person on 12th October a specimen signature and on 15th November a chop.

Carried out examinations on documents and chops.

I came to conclusion that the few signatures on the transfers are forgeries as against the known signatures.

Also that the "chop" on the transfers was not the same as either of the two chops I received.

Also that the "chop" on Ex.5 (agreed bundle 5) was not made by the same chop as that producing the "chops" on the transfers.

I would say that it was a different person who signed Ex.5 from the one who signed the transfers.

I would say the person who signed the 16 documents given to me as genuine was definitely not the one who signed the transfers.

Ex.7. (Produces photos and explains.)

X2 photos. Fluency of genuine signatures is shown by unevenness in stroke and colour, lacking in questioned ones. Latter show laboured appearance – e.g. capital “J” in Jose.

10 X6.5 photos. Evenness and thickness again in “J”. Blunt as appeared to tapered endings come from writing slowly.

Paper fibres – are result of repeated writing on same spot. Cause fibres to stick out.

Questioned signatures touched up at various spots – “a” in Paulo, join between “u” and “l” join between “J” and “o”, join between “s” and “e”.

Have also examined under microscope. The touching up was done with darker ink over a lighter original line.

A forged signature is a “drawing” of another signature and there is hesitation. Produces unsmooth curves.

e.g. “a” in Paulo, “o” in Paulo, “J” lower loop, “T”

20 Unusual pen lift in capital T of questioned signature. Written with 3 lines.

Structural difference in “o” of Paulo. Questioned signature has retrace. Not in the genuine.

Proportions of “J” – in genuine top to bottom loop is 1:2; questioned 1:1.

Genuine is about same level as “l” in Paulo; questioned is much higher.

30 By use of these photos and microscope I would say that forgery was done by a first writing of the signature lightly and in lighter colour and then repeated back and forth with a view to improvement. Produces even thickness and colour to the naked eye.

In this case it is possible to say the 4 transfers signatures are forgeries

by comparison with Ex.5 alone because the differences are fundamental points.

*In the Supreme  
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Hong Kong  
High Court*

Chop. Differences can be seen immediately one impression is superimposed on the other.

No. 7  
Judge's Notes  
(continued)

Ex.5. Impression was produced by 1976 chop.

Cross-examination Dicks.

I compared 1974 chop impression with questioned chop.

Ex.5. Signature "s" in Jose.

10 Alterations to a genuine signature are made to improve legibility and are done with sweeping bold strokes, obvious to the eye. There is nothing to hide.

"Touching up" to a forgery is done with delicate touches to avoid concealment.

Would say the "s" in Ex.5 is a genuine "alteration" and not a touching up.

Microscope examination showed this was done obviously.

Under a microscope I can see the lighter blue line sticking out from darker blue line. It is not three dimensional.

20 Agree I first looked at signatures with naked eye – then magnifying glass – then microscope. Then photos.

The lighter line would be visible under a magnifying glass.

Blunt strokes – (last stroke of Tavarez) Do not say that every last stroke of a genuine signature is tapered.

(3rd questioned signature) I only consider this another flaw in not being able to copy the genuine.

(4th genuine on X2 photos) Agree last stroke is more tapered than others.

Natural variations occur in all signatures.

I do not rely on just one matter. All are taken into account when making conclusion.

Size of loops (2nd and 3rd questioned). I have measured. Ratio is 1:1½.  
Genuine are 1:2 or more.

I did not consider the paper in this case.

The matters I have pointed out are fundamental differences. Have not  
e.g. pointed out that different capital "T"s were used.

Known genuine signatures are from similar kind of paper.

I am familiar with paper generally known as "Bond". Used for typing.

10 On Bond paper I use a good pen and copy signature – overwrite  
repeatedly – "handle" it – and then compare under microscope. I saw the  
fibres as in this case.

I did do this exercise in this case. On good "Bond" paper.

I have not examined the paper of transfers Ex.2.

Agree writing in ink on very poor paper, e.g. newspaper, is sometimes  
very difficult to read.

Agree papers have different absorbency.

Agree writing by same person on different paper might result in different  
spread.

20 The "furry" edge of the questioned signatures is not due to the quality  
of the paper.

Ex.2 transfers. Agree the blurred outline is hardly visible to the naked  
eye.

I have seen better and worse forgeries than these.

A layman would immediately see the difference in the capital "T" of  
Ex.5.

Cross-examination Ching.

Ex.5. I say the correction to "s" in Jose is a genuine correction.

A microscope is not needed for this.



I looked at it through a microscope as a matter of comparison with questioned signatures.

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I look at each one of the 16 other genuine signatures. To make sure the differences apparent only under a microscope did not occur in any of the genuine signatures. Was a precaution.

No. 7  
Judge's Notes  
(continued)

Agree quality of paper makes a difference to evenness of stroke to a certain extent. But here we are looking at very good writing paper in general. Quality of Ex.5 and Ex.2 not much different.

All other 16 papers are good paper.

10 Papers will only make a difference when there is a great discrepancy in quality.

Agree that quality of pen will make a difference in colour to a certain extent.

Agree a ball point gives less variation than a flexible point.

Most important point is the speed at which the signature is written.

I do not think rate of absorbency has any effect on rate of absorbency.

As to scratchy pen I used a good pen and did as I said and I got same effect.

20 A scratchy pen comes from sharp nib and will cause scratches and sometimes will not leave ink line at all. I looked for this under a microscope and did not find it.

This fibre sticking out will only occur if the same line is gone over several times.

I did not count the number of times I repeated. I was trying to cover up the original light line I wrote and must have gone over 3 or 4 times.

Indenting on the back of paper depends on quality of paper. Would agree the chance is higher the more times it is written on.

30 Not agree that in forgeries of this kind one looks for indentation. I do not see why one should. Even up to 5 times it may not be apparent. It is not an established practice to look for it.

Unsmoothness of curves — one reason is lack of speed.

Hesitation comes from painting a picture.

Agree is similar to lack of speed. Constant practice produces smoothness.

Capital Ts. (Top X6.5 photo). Capital T is one stroke.

Not agree it is that unusual for a right handed person to write a capital T from right to left.

I cannot say how usual it is to write in a particular way. This is a signature. He may have developed a habit.

(Second signature X6.5 photo.) It is possible the bar of the capital T is written from left to right.

10 I do not personally write capital letter starting with an upstroke. Nor do I recall any one in my knowledge doing so.

I do suggest that person writes signatures in a different way.

I do say in my expert opinion this is what late Bishop did.

In this "T" he had two different styles. Different steps in making the letter.

I myself write capital "P"s in different ways.

I say this T (top on X6.5) was written in one stroke from the bottom upwards.

Ex.3. Agree all "J"s are downstrokes.

20 Agree "P" on first page has no downstroke.

Agree on second page has a downstroke.

Agree late Bishop's signature was inconsistent. Agree many inconsistencies. Agree both in style and manner of construction of letters.

"o" in Paulo. Those signatures were written quickly.

The questioned ones were written slowly and perhaps the retracing was a personal habit of the forger.

Agree retracing is a sign of writing slowly.

Agree a person's writing and signature change with time – to a certain extent.

*In the Supreme  
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Agree may also vary according to whether standing or sitting or e.g. leaning against a wall.

No. 7  
Judge's Notes  
(continued)

Also as to whether hurried.

Also as to whether space is cramped.

Also as to whether person tired and ill.

Agree if ill he could write slowly.

Cross-examination 5th third party.

- 10 Whether a person signs the same when healthy as when ill depends upon the effect of the illness.

I have seen 4 genuine signature dated April and May 1973. The top signature on X2 photos is a 1973 signature.

I agree wear and tear affects a chop but in this case they are grossly different.

Cross-examination 3rd and 4th third parties none.

Re-examination.

Ex.3. Page 4 the signature is the top one of photos X2.

It appears to be one of the most recent.

- 20 I would say the "T" is a downstroke.

Would say was written rather fluently. There is no indication of shaky hand.

Was done fairly quickly and very possibly by one single stroke.

Agree all signatures in Ex.3 have variations. This occurs in **all** genuine signatures.

All in Ex.3 are written quickly and fluently and do **not** have the characteristics of a forged signature.

Because of the writing speed they do not show the evenness of the forged signatures.

Agreed 4 questioned signatures have little variation. Consistency is usual in forged signatures. The forger copies from only one "model".

A sick man could not take the care and patience to make the forgeries as I see the way they were made.

I took the culmination of the 8 factors mentioned to reach my conclusion, but put more weight on some of them.

Those are the first five:—

- 10
1. evenness and thickness;
  2. evenness in colour;
  3. paper fibres sticking out;
  4. retouching in many places;
  5. unsmooth curves due to hesitation.

Adjourned to 2.30 p.m.

(Sgd.) (D. Cons)  
1st December 1976.

1st December 1976.

Court resumes as before.

20 Chang: Action is in commercial list.

Order 72. Suggests parties be simple in procedure.

Has drafted points of defence. Asks leave to submit. (Reads out).

Will serve document accordingly.

Asks to serve on plaintiff and defendant without formally amending defence.

Tong and Dicks nothing to say.

Order: Leave given accordingly; to be served and filed within 24 hours.

P.C.C.

Dicks: All allegations are admitted save fact of forgery.  
Way in which share transfers handled by bank are not in his view relevant.  
Accepts if forgeries bank is bound to reinstate.  
Submits plaintiff should make closing submission. Asks court to deal with matters between plaintiff and defendant without dealing with any matter of 3rd party.

*In the Supreme  
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Judge's Notes  
(continued)

10 Tong: Not agree with Dicks.  
Asks court to deal with case now as between plaintiff and defendant and plaintiff and third parties, but not as between defendant and third parties.

Dicks: If trial goes on against third parties would submit onus is on third parties to prove issues.

Ching: Asks court to deal with question of forgery or no forgery first.  
If are forgeries agrees is bound by the finding of court.  
Ching has no evidence. Does not debar himself from benefit of any evidence cross-examined in that action.

10 Court: Order that direction of Registrar given on 12th May 1976 be followed and that issue of liability of defendant to plaintiff be decided first.

Tong: Accepts onus of proof.  
Degree of proof.  
Doe de Vine v. Wilson (1855) 10 Mac. P.C.C. 502 at 531.  
Standard is balance of probability.  
Hornal v. Neuberger [1957] 1 Q.B. 247  
Cross p.105.

30 Sole issue at this stage is whether transfer forgeries.  
Halsbury Vol. X1 para. 1326.  
Will contend that even if the signature is that of Bishop, that

does not make transfer any more genuine than if signed by someone else.

Para.1332.

Plaintiff contends that evidence of Raymond Chan should be accepted that signatures were not those of person who should have signed.

Ex.3 signatures, particularly that of 19th April, show not affected by illness.

Impression of the chop. With signature is a composite signature.

10

Section 6 Cap.1006.

Bishop left Macao 22nd April or after. Could not have signed on date as witnessed.

South London Greyhound Racecourses Ltd. v. Wake 1931 Ch. 496 at 509.

Dicks:

Transfers not intended to be "sealed" by Mission.

Form of transfer required by bank is set out in Hong Kong Shanghai Banking Corporation Ordinance, Cap.70.

Section 4.

Regulation 46-56 inclusive. No seal required.

20

Deleted para.2 is in Vol.3 of 1937 Edition of Regulations of Hong Kong.

Does not accept that a document "genuinely" signed by Bishop or subsequently dated or chopped is a forgery.

Ching:

Agrees last comments of Dicks.

Only question today is if signature is genuine.

Facts not yet brought to attention of court and omission.

1. 2 robberies at Mission. Assume court asked to infer share certificates disappeared then.

No evidence to either.

Is up to Mission to explain how they got out of Mission.

2. Forgeries proved by:—

- (a) obvious on face of it;
- (b) calls persons familiar with signature of person in question.

(No witness asked to look at Ex.2.)

Agreed bundle 17a. Marta was accepting that shares had been sold.

10

Is possible that bank held blank transfers signed by the late Bishop. Otherwise no possible sale by nominee.

18(a) para.2.

Mission had shares before 1965. No doubt blank transfers would be lodged with bank at that time. What was Bishop's signature like at that time? Like Ex.27

Chop of Ex.2 is blurred. Could not Bishop have got new chop after this.

Plaintiff should have produced documents as far back as 1965.

Does not follow that signature put on 1st May 1973. Is stamped on that date.

20

Quite normal as this date that holder buying to speculate would not bother to put in his own name.

Irrelevant that Bishop out of Hong Kong on date stamped.

Could be stolen genuine transfers.

Cap.1006. Section 3(2). Mission had power to mortgage.

Most common source of trouble is mortgage of shares by deposit with transfer signed in blank.

Chan has concentrated his attention on limited period.

Ex.2 could have been signed 10 or more years ago.

Bishop adopted different methods of construction of his signature.

Chan evidence mostly depended upon speed.

Because Chan is only expert does not mean his evidence must be respected.

Submits plaintiff has not gone far enough to show signatures are forgeries.

3rd, 4th and 5th third parties do not wish to address court.

10 Court: Finds as a fact that the signatures on Ex.2 are not those of the late Bishop of Macao.

Order: In terms of prayers 1, 2, 3 of plaintiff's claim as against the defendant.

Adjourned to 10 a.m.

(Sgd.) (D. Cons)  
1st December 1976.

2nd December 1976.

Court resumes as before.

Ching: Order of Registrar 12th May 1976.

0.16 r.4(4).

20 Defendant refused to take the point.

Had misunderstood position yesterday in that expected decision yesterday not to be a judgment but merely an announcement as to decision.

0.20 r.11.

20/11/5.

20/11/5B (6)

Asks court to set aside judgment yesterday.

Other alternative is to amend third party defence and agree that



the defendant should have taken the part.

Is afraid that defendant will say should have been taken as against plaintiff.

*In the Supreme  
Court of  
Hong Kong  
High Court*

Dicks: Is a late stage to have to meet this agreement.

Might drag out this case which has fixed days and would be unfair to drag this matter out to defendant's prejudice.

Third party did in fact withdraw his formal application to amend defence against defendant. Now seeks to reinstate.

This matter could be dealt with separately later.

10 Order: That the document filed as Points of Defence of 1st and 2nd third parties to plaintiff's claim should be treated as an allegation by 1st and 2nd third parties that the defendant should have raised the points mentioned therein in its defence against the plaintiff and that by failing to do so thereby deprived the 1st and 2nd third parties of the benefit thereof.

(Sdg.) (D. Cons)  
2nd December 1976.

Tong: Asks to be excused and for costs, including those of today.

20 Order: Plaintiff to have his costs of the action against the defendant up to and including yesterday; question of costs today to be reserved.

(Sdg.) (D. Cons)

Adjourned 5 minutes.

(Sgd.) (D. Cons)

Whole bundle of documents agreed.

3rd, 4th and 5th third parties: Agree to procedure agreed by Crown (? Court) and also wish to associate themselves with further line of defence.

Stanley Yeung Kai-yung – declared Puncti:

30 The 1st third party.

I understand a little English and prefer to speak Cantonese.

Agreed bundle 10. (Originals reduced to microfilm.)

This is letter written by my firm.

(Refers to which parts typed in.)

Rest of letter is printed from. Including "duly completed". This is usual custom amongst all brokers. We copied this from another firm.

Agreed bundle 5 (Ex.5). When I wrote agreed bundle 10 and 11 I had no such specimen signature card.

10 Agreed bundle 6, 7, 8, 9, (Ex.2). The red Government stamps on top right were on when handed to me. Also the red stamps top left. These were all there when documents brought to me.

The rectangular stamps 2/3 down were also there when the documents were brought in.

This applies to all the Government stamps on the documents.

As a broker I can say that the amount appearing to have been paid on each is correct.

At no time did I have any suspicion that the signatures of Paulo Jose Taveres were forgeries. I myself did not know the late Bishop.

The "For Office Use Only" relates to the office of the bank.

20 This is a standard form of transfer for Hong Kong Bank shares.

There is no chop of my company on the back of any of these transfers.

I played no part in the alleged purchase by Wong Kwan-man or in the alleged sale by Bishop. Absolutely none. If I had my chop would have appeared on the back. We would also have had a bought and sold note.

We would not send bought and sold notes to the bank when submitting for change of registration.

From my knowledge and experience of share broking in Hong Kong I know that when my broker handles the sale and purchase of shares he puts his chop on the back of the transfer form.

I made no charge for the submission of these particular transfers to the bank. I had no suspicion whatsoever that they were not what they purported to be. For the stamps had been paid to Government.

*In the Supreme  
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Hong Kong  
High Court*

Cross-examination 3rd, 4th and 5th third parties none.

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Judge's Notes  
(continued)

Cross-examination Dicks.

I started my stockbroking firm February 1972. Became a member of the Exchange then.

Before that I was in the jewellery business.

Agree only one year's experience in broking by May 1973.

10 May/June 1973 had about 15/16 persons working in my office.

Two persons were responsible for trading on the exchange floor.

Fong Kam-chuen and 5th third party.

Customers' instructions came to our office.

3rd third party handled those instructions there.

My job was to sign cheques.

Nothing else.

I did not handle scrip that was brought in.

I did not personally make out bought and sold notes.

I had a particular clerk to deal with transfers — Miss Kwok Ping-kuen.

20 Her duties were in respect of the transfer of shares. To transfer them.

Agree some customers on purchase wished to be registered as holder and some did not.

If a purchaser wished to become registered holder we would issue a sold note and sign as a witness in the transfer form. We would also endorse the form with our company chop.

We would receive the share certificate from other broker. He would also send the transfer form.

Agree I did not personally handle this side of the business. I did not personally inspect the certificate and transfers. We had employees to do this.

Ex.2. Cannot say for sure if I had seen these originals before today as sometimes I look at these documents.

At the time, during the changing of the name some one did bring me these originals and I said this is not done by our firm. That is why I remember.

By "changing the name" I mean when a person brought them to our office.

10 I do remember especially that I handled these particular documents, but only in respect of the first two.

This transaction was not done through our firm. A person came to our firm asking the name to be changed.

Was Wong Kwan-man.

I did not know him.

I believe it was 3rd May 1973.

I made no note of that.

20 Wong Kwan-man was introduced to me by a runner – was not introduced to me personally. Moon Fan (3rd third party) said that a person was there asking for the change of a name and he said the person was introduced by a runner Ng Kwok-hing.

Moon Fan also showed me the relevant documents.

Everything was done through Ng Kwok-hing. (Asked if Wong Kwan-man subsequently became a good customer of witness firm.)

We only recognized the runner. (Was he a customer?)

Agree I supplied solicitors with documents for this case. Including a large number of "sold notes".

Not sure how many I gave to solicitors but agree was a large bundle. (48 for Wong Kwan-man?)

(Shown bundle.) Agree all have my company name and chop. Are transactions of my firm.

The bracketed Ng shows that the transaction was done through him.

I remember looking at the first two of the transfers in this case.

*In the Supreme  
Court of  
Hong Kong  
High Court*

Miss Kwok brought the two documents to the company and told Moon Fan the transactions were not done by our company. Moon Fan showed them to me and said ditto yet that person wanted to have name changed. Moon Fan asked my opinion. I told Moon Fan that if the stamps had been paid it would not matter just to pass documents in as we would not be held responsible.

No. 7  
Judge's Notes  
(continued)

10 I had a casual look at the documents. Moon Fan also examined them. There was no problem with documents.

They were sent to the bank. And if there was anything wrong with them the bank would certainly return them.

Agree went with agreed bundle 10.

(Shown document.) Agree is similar to agreed bundle 10. Also dated 3rd May and filled up in exactly the same way. Agree it has a square chop on the bottom. I believe it is date and time chop of Hong Kong & Shanghai Bank.

20 Agree when such documents go to bank we send two copies and bank chops one in this way and sends it back.

Believe this document (same one shown) is one I supplied to my solicitors.

If my firm had dealt with this particular transaction and the transfer had come from another broker the stamp duty would have been paid already. Paid by vendor's broker.

When we buy for customers we pay stamp duty as well.

Duty is paid on the bought and sold note. We also report to Inland Revenue about sale of shares.

Duty has to be paid in respect of transfer.

30 If it comes from a seller to us the buyer would have to pay the transfer duty.

The transfer document accompanies transactions whether purchases or sales. The seller's broker would have to pay the duty on the transfer form. I mean the seller pays. The broker would pay on behalf of the seller. There is register in Inland Revenue for this.

The transfer form always comes to us stamped already.

Examination Court.

The rectangular "stamp" chop is an usual stamp to appear on transfer form.

Cross-examination continued.

10 On the sale of shares my firm stamps the transfer form with 5 on behalf of our customer who is selling.

The \$5 charge would not be entered on the "sold" note. We would ask for cash. This is a service rendered.

We would send a cheque for the shares sold. Brokerage would be deducted from the amount of sale.

Would not deduct ad valorem contract duty.

20 (Shown sold notes of his firm.) Agreed these show we sold shares. Is a space for the account, giving price less brokerage, less contract duty 20¢ per \$100. The Government charge this. Not us. We pay it on behalf of the customer.

When Ex.2 first two forms were sent for registration our chop was not put on because transaction was not done through us. I am not clear if anyone said not to put it on but since the transaction was not done through us it would not be put on and no one decided whether to put it on or not. It was necessary for anyone to decide whether to put it on or not. No one made mention of it.

It is the duty of a broker to allow the documents to be sent to the bank with firm letter. If anyone presents to us a document with everything in order we would have to deliver it to the other company. We cannot refuse.

30 (If not a customer?) The runner knew this person.

Re-examination.

Ex.2. Agree the witness to signature appears to be Wong Man under a chop.

These signatures are not of anyone in my company.

1st and 2nd third parties no other witness.

Moon Fan – declared Puntis:—

3rd third party.

The previous Stanley Yeung Stockbrokers Co. was closed on 18th January 1974.

The Inland Revenue Department was informed and returns were sent to that department.

I was not a partner in that company.

10 A new company was formed on 21st January 1974. It had exactly the same name as the previous company.

I was a partner in that company. It closed down on 31st October 1975. I was partner all the time.

Only the Hong Kong Bank can say whether it is proper for the name to be changed or registration made.

20 About one month after transfer forms had been sent to the bank. They were transferred to us. They informed us that the documents were in order and that names changed. Share certificates in name of new owner were issued and we took it for granted that everything was in order for bank to have name changed.

That is all I wish to say.

Examination 4th and 5th third parties.

Examination Ching.

I handled all four of these particular transfer forms.

Ex.3. All Government stamps and all signatures were already on the forms when I first saw them. Also the chop of Administrator; etc.

What appears under “For Office Use Only” was not put on by my company.

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High Court*

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Judge's Notes  
(continued)

Cross-examination Dicks.

I clearly remember handling these particular forms.

When I worked in Stanley Yeung's office in May 1973 I was an employee.

My job was the Manager.

At that time Miss Kwok was responsible for handling transfer forms.

Usually these forms would have to be shown to me first. All transfer forms.

10 Miss Kwok just did clerical work and I personally checked all the transfer forms.

Letters sent with transfer forms were standard forms. Miss Kwok filled in the particulars.

Agreed bundle 10. Is that kind of letter.

Miss Kwok also put the company chop on such letters.

I checked before they were sent out – the amount of shares and certificate number.

If there was any difficulty I would try my best to solve it.

Have worked in stockbroking firms since end 1969.

I have asked the opinion of Stanley Yeung.

20 I have asked Stanley Yeung about transfer forms.

I remember asking him about the two he just mentioned. Because that was the very first time that particular customer had come to our company with this.

He was a new customer. I asked Stanley Yeung whether we would change the name for him or not. Stanley Yeung said it was alright.

I worked in office everyday at that period. It was not a very busy time. It had quietened a bit at that time.



Stanley Yeung spent quite a long time in the office then. Most of the time he was there.

*in the Supreme  
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Hong Kong  
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Ex.8. (Shown document.) This is a copy of a form signed by me. Shows me as registering a business.

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Judge's Notes  
(continued)

Signed it round about 5th February 1974. Was just after we formed the new firm. It shows I was a partner in a new Stanley Yeung Stockbrokers Co. Was a company formed 21st January 1974. Came to an end in 1975. Filled in another form to show this.

Re-examination. Nothing to add.

10 No witness.

Adjourned to 2.30 p.m.

(Sdg.) (D. Cons)  
2nd December 1976.

2nd December 1976.

Luk Yuen-yee – female – oath Puntis:—

4th third party.

I would say exactly as Moon Fan has said. My position is the same.

Except that he was a manager in the old company while I was only an employee.

20 Once Wong Kwan-man tried to sell some shares through this company and the share certificate was sent to the bank for change of name and it could be that he did not sign properly, the certificate was returned and the name was not changed.

I do not know why this time and the bank discovered the name was not properly signed they did not return it for him to sign properly.

That is all.

Examination 3rd and 5th third parties. None.

Examination Ching. None.

Cross-examination Dicks. None.

Tsang Chiu-wah – oath Punt:—

5th third party.

I wish to say that in September 1972 I was employed in this company. On the 21st January 1974 I became a partner. I want to make it clear that in the period between September 1972 and 21st January 1974 I was only an employee. I was not responsible for any administrative work in this company nor did I have any say.

10 I also wish to point out that only the bank had the specimen signature to verify any signature. The broking company did not have such specimen signature.

That is all.

Examination 3rd and 4th third parties. None.

Cross-examination Ching. None.

Cross-examination Dicks. None.

4th and 5th third parties have no witness.

Dicks: Main contention is warranty implied by law or by express working of letters.

Case of negligence against defendant and plaintiff not outlined further than in the pleadings.

20 Will call officer of the bank, responsible for whole system of registration.

Ching: Order 72 r.7(2).

Supplies particulars at own suggestion taken up by defendant.

1. Had Ex.5 and did not consult or apply.
2. Ex.2 has 2 places for signature and particulars of witness – not filled in.
3. Same witness for both purchaser and vendor.
4. Note on transfer form as to witnesses stating address and calling.
- 30 5. Form provides for checking at foot – i.e. never checked as is blank.

6. Duty on bank to use best endeavours to ascertain and satisfy themselves transfers were proper.

*In the Supreme  
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Hong Kong  
High Court*

Adjourned 5 minutes.

(Sgd.) (D. Cons)

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Judge's Notes  
(continued)

Michael Edward Antonio – oath English:—

Of Flat A1, 7th floor, Burlington House, Nathan Road, Kowloon.

Employed by Hong Kong & Shanghai Bank.

In May/June 1973 was Senior Supervisor of Share Registry Department.

Held that position from 1971 to 1974.

10 Had worked in share registry department for 25 years.

Knew procedure well.

At that time when brokers or individuals handed shares over counter the clerk will check the transfer deed to see that signatures and witnesses' signatures are present and number conforms to certificate and 54 stamp.

This is the counter clerk.

Check also the ad valorem duty chop. Would be a chop imposed by either a broker or by stamp duty office. In latter case would be probably a private transaction not through a broker. We accept a broker's chop that duty paid.

20 Then another clerk takes the transfers and checks the transferor's signature against the specimen signature card if we have a card. We do not have a specimen card for every share holder registered because we did not start this practice until 1966.

If transferee is a person we are professionally acquainted with, we check his signature as well.

The specimen signature cards are kept with instruction cards in a filing cabinet.

30 The counter clerk will normally stamp one copy of letter brought along by brokers and return the same to the runner. Or gives a receipt to person who comes not from broker.

If second clerk is satisfied passes documents to third clerk who puts a deed number on. Each transfer has a number. She then types a share transfer – a large document which is later bound with similar documents. Also called “schedule”.

There is not a separate sheet for each transaction.

(Refers to each of 17 columns in the schedule).

The schedule is “called” or checked once a week and the officer doing so signs the page.

10 At this time the old certificate is checked against transfer. The caller will not really check the signatures. The signature is not checked again after second clerk examines against specimen.

If an individual, not broker's runner, brings in transfer we give bank receipt. No step is taken to check identity of individual.

Ex.2. I have seen these before. When I was checking the “In Book”. That is another book where record is kept of shares sent in for transfer. It is a simplified version of schedule, containing not so many details.

Each week I check the In Book and must therefore have seen Ex.2 at this time.

I did not call the schedule.

20 Refers to schedule. Ex.2. Transfers are entered in week of 15th May. That is three of them. The transfer 18204 (1468) shares must appear in week before, 8th May.

The schedule for 15th May was called by Mr. David Rice, who was killed in car accident shortly afterwards.

I do not know as to week before.

Ex.5. This is a signature card. Of the type we sent to all shareholders in 1966. Not all returned.

At that time I did not compare Ex.2 signatures with Ex.5.

I have not necessarily done so since.

30 I have looked since the suggestion of forgery. The transfer signatures

looked to me slightly irregular. Some parts did not e.g. have a tail. At first glance I would have said it was genuine.

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I have never come across a forged signature in my experience in the Registry, but I have a forged chop.

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Judge's Notes  
(continued)

Ex.2. The stamp duty position is regular.

Same person has signed twice as witness on each form. This is not unusual. Brokers often do this when buying and selling for two customers at same time.

10 The chop mark is a construction company. We assume that it is in order because of this.

We accept signature if it is accompanied by a chop, as long as it is chop of a company or a broker.

“For Office Use” at foot refers to our office.

The “Transfer No.” is the deed number.

“Entered by” should be the second clerk in the procedure. She fills in the “In Book”.

“Checked by” should be initialled by the person who calls the schedule.

In Ex.2 the spaces are blank. This is really due to pressure of work and we have to go as fast as we can.

20 In normally stop on Thursday afternoon for that week. Anything after that goes to the following week.

From our point of view the transfer takes place on the Saturday.

A share transfer could be made without going through this procedure if was done by board resolution. It would still be entered in the schedule but would not go through the other procedures.

There is no other way as transfer could be registered without going through this procedure.

Transfer forms coming through post are channelled to us through the Correspondence Department. Otherwise same procedure.

30 The Administrator in Hong Kong of The Catholic Mission of Macao

have been shareholder many years. Pretty large shareholder. Not buy and sell often. They buy more than they sell.

The transaction relating to the 3 share transfers was a large transaction. Board lot was only 40 at the time.

I do not recall being surprised at the transaction.

I think was 17 on staff at the time and a few temporaries. Was near a bonus issue.

Staff did not always do same jobs. They changed around – may be once a year. No fixed rule at that time.

10 It is not possible now to say who checked signatures on Ex.2.

Agreed bundle 13. When I was in department (left 2 years ago) letters like this were sent to local shareholders. Should have been every time, but may be missed a few. Was to protect ourselves.

Not recall many occasions when people did contact us as result of such a letter.

Writing of these letters could not be made part of the procedure because we did not send to all shareholders.

Nowhere written down that we had to send such letters. Are not compulsory. If so, we would have to send to overseas holders as well.

20 Would take weeks to get answer if we sent them overseas.

May/June 1973 were five hundred to seven hundred transfers a week.

The number of shareholders would be in tens of thousands.

If the clerk who checks signature is doubtful she would come to me and if I am doubtful I would go to Corporation Secretary.

If I am satisfied I give the girl permission. I rely on my own experience and naked eye.

When I was supervisor there were not many occasions when signatures were questioned. I hardly ever had to go to Corporation Secretary – twice since 1973.

30 Ex.2 reverse. At that time transfer deeds were not stamped on the

back. All stamps were on face.

Normally brokers put their ad valorem stamp on the front in 1973. The practice now is to put it on the back.

Hong Kong & Shanghai Bank Regulations A50.

Appendix 2. When I was in the office we had amended these forms. Late 1950s. Was long before 1973. I think it was in 1960 that we amended to this version. Old one was very long.

Ex.2. Are ordinary forms used.

10 The bottom is different. It is sufficient if the words of the transfer part are the same. I think the bottom part was taken from old form.

Cross-examination Ching.

Regulation 53(1).

Ex.2 is our own form.

As to the processing of Ex.2 I might have checked the In Book but I cannot say after all this time.

After the schedule is called 4th girl takes the schedule and posts the details to individual ledger accounts.

Someone calls the ledger cards against schedule.

Then letters sent out.

20 A forged certificate would be discovered when ledgers posted.

I was only senior supervisor in department at that time. Two junior supervisors.

I was general supervisor. The juniors did much same as me.

I had long experience.

Juniors came from other departments.

Cannot say where those in May 1973 had come from. At that time must have had some good knowledge as to signatures because in those days

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Judge's Notes  
(continued)

we all started at the bottom in current accounts.

Agree transfer system is designed for maximum security. There is always human error.

Agreed bundle 13 is also for protection of shareholder.

Girl No.2 should check the signature more than just by a casual glance. That is what bank pays her for. Agree it pays her to do so carefully.

Girl No.2 learns about signatures by experience.

Is possible that in June 1973 there were junior persons in my department who had not started at bottom in current accounts.

- 10 Girl No.2 at that time would have been permanent staff but may not necessarily through current accounts. Could have come straight to us. But would have had a few years experience. We would not put a new girl in No.2 position until she had a few years experience.

Purpose of specimen signature is to protect bank and shareholder.

Agree bank is concerned as to registered holder.

Adjourned 10 a.m.

(Sdg.) (D. Cons)  
2nd December 1976.

3rd December 1976

- 20 Court resumes and appearances as before (with exception of the plaintiff).

Cross-examination continued.

There is only one No.2 girl at any given time. Was so in May/June 1973.

The name of the vendor would be called out at "calling" And number of shares on each transfer.

If I had taken part in calling I would have known these matters.

Ex.2. (Places for witness signature.)

Agree purpose of witness is to verify signature signed in presence signer.



Agree possibly a person knowing the signature could verify certificate.

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Agree purpose of address is to find witness if needed later.

Agree address of witness is of some importance.

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(continued)

Agree occupation is of importance, although in practice is not relied upon.

In early fifties bank sent a list every six months to each person for whom it held securities. Or upon request.

Cannot say when finished. Was during fifties.

Could be sent list in 1973 because it was computerized then.

10 I have never been in the section dealing with these matters.

Agreed bundle 13. I would say bank relied upon absence of reply and proceeded on basis that transfers were proper.

We did not stop processing on Thursdays.

Matters were hectic in the department at times.

No time limit is imposed in any way on transfer of shares but we tried to do our best.

Cannot remember if we were very rushed at period in question.

20 (Is agreed by bank that there is no record in the bank of an equivalent to agreed bundle 13 for first transfer but does have its own record of agreed bundle 13.)

If bank did not send the letter it was an omission, not a mistake.

Agreed bundle 19. (Dates of 8th and 15th wrong? Should be 3rd and 9th?) Agree.

("Notices" is a mistake?) We cannot find a copy certainly of the first.

Agree on average girl No.2 would have to check 100/140 per day. Working hours 8.30 to 4.30 with an hour off for lunch.

If girl is very hard pressed another staff will volunteer to help her with entering in the book.

Agree she had to shoulder a very heavy responsibility.

It is the type of job that requires only one girl. If more transfers came in we would have got another girl. Bank felt one sufficient at that time.

Agree if girl No.2 had put her initials on Ex.2 in "Entered by" we would have known who it was.

I do not know if it would be a cause of concern if girl No.2 did not check the signatures. I am confident she did check I do not know if she did not check this one, but I assume she did.

10 Agree generally that if more time is taken the chance of mistake is less.

At that time we had to deal with bonus issues. Everybody lent a hand. We cannot get extra help just for bonus issues because staff must be experienced.

Ex.2. Agree it is obvious to me that no broker involved in the sale and purchase.

Agree all transfers were of odd lots, i.e. not divisible by 40.

Agree these two facts would have been obvious to anyone in my department.

Also that was large volume of shares.

20 I do not know where Lee Yuen St. East is.

I have shareholders resident in Shek Kip Mai.

There are offices in Central.

[Agreed that proper translation of "chop" of witness is Tai Cheung Construction and Transportation and Engineering Co.]

Agree could be any number of such companies.

Agree any kind of chop can be made for 50¢.

It was our practice to accept a "company" chop without address in same way as we accepted a broker's chop without address.

That was our policy at the time.

If I had dealt with this the similarity of Wong Man and Wong Kwan-man would not have made me hesitate.

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It is normal for same person to witness both signatures but it does happen.

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Judge's Notes  
(continued)

All matters mentioned by counsel would make me hesitate.

Agree the chop on X.2 is blurred.

Agree Ex.5 makes chop and signature both the specimen.

Agree chop is different from that on Ex.2.

10 But a chop gets disfigured in use. Would be 6 or 7 years between Ex.5 and Ex.2.

We would accept a new chop in the same words but in different pattern.

This is not so for a Chinese chop.

I think I would have accepted handwriting to same effect.

We would accept signature so long as there was with it some indication of representation.

If the chop beneath a signature is presented in same words but different form as specimen the bank would at least query it with the signatory.

Transfer forms are present at "callings". Person reads from forms and another checks schedule. My part in the "calling" was to check schedule.

20 Normally I would check In Book first. This is done by one person alone. If I did so in this case I would have seen the forms.

The bank has a nominee company which holds shares on behalf of company.

I know that the Mission had shares left in the safe custody of the bank. Were not in the name of bank nominee.

Cannot remember if Mission ever sold shares.

Possibly if they did.

Agreed bundle 10/11. Cannot remember if I saw at the time.

Agree is in standard form.

We take no concern as to who is the person who presents shares over the counter for transfer.

Now we ask him to sign a letter.

In 1973 no such request. We just gave a certificate. We did not rely on the person. He is just a runner.

I cannot say what present letter says.

Cross-examination 3rd, 4th and 5th third parties. None.

Re-examination.

10 I stopped working in that department in 1974.

A forged signature has never been presented to our department. A forged stamp was once. A personal chop, not a rubber stamp.

There are shares probably still registered by personal chop alone, but since that case no new shares have been accepted to be registered.

Corporate bodies usually have chop as well as signatures for their shares.

We would "accept" a specimen signature for a private individual with a chop beneath, but for ourselves we would rely entirely upon the signature itself. We would accept it for transfer without the chop.

20 I was supposed to keep a general eye on the staff, but I had to do my own work as well.

Sometimes I have observed that one of staff was not doing his job well. Would call his attention to it.

Might e.g. observe them chatting. Nothing else.

Have detected occasional inaccuracies. Human errors.

I would normally look at the transfer deed when I called the "schedule".

If a witness had filled in an address and occupation we would accept it.

Cannot remember when we have ever not accepted a witness' signature.

Agreed bundle 13. At that time I insisted that all the holders in Macao or Hong Kong.

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Then we stopped sending to individuals for a time and sent only to corporations, etc. That was much later. Was not my decision. Do not know who did.

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Judge's Notes  
(continued)

Previously we had been sending them out since I joined the bank.

I check signatures much more quickly than the girls do. Would take me ½ minute.

10 She may check more than one transfer at a time. She will put them perhaps in order first. That takes time.

The lists of shares held sent to customers by the bank were not prepared by my Department. I have never worked in the department that does.

Examination Court.

As far as I know there never has been nor is now in the bank any instruction given in the way of "forensic" examination of signatures.

Adjourned 5 minutes.

(Sdg.) (D. Cons)

Dicks: Defendant says acted on forgeries at specific request of 3rd parties.

20 Factual basis of fraudulent business claim admitted by all third parties.

All third parties admit that sent request for transfer Stanley Yeung Stockbrokers Co. and requested their return.

Submits the warranties are absolute as a matter of law.

Admissions of fact have been made.

Issues are:—

1. ?implied warranty.
2. ?express warranty.

Also negligence – fraudulent transfer.

Warranty is implied by law on admissions to paras. 5 and 6 of statement of claim – express request with presentation of shares.

Agreed bundle 10/11 contain “duly completed”.

Agreed bundle 10/11 is express warranty as well as applied.

Irrelevant is party printed form.

Suggested lack of broker's chop showed transaction did not go through broker, but that is immaterial for purposes of warranty. Material transaction in the presentation.

10 Stanley Yeung made no enquiry as to Wong Kwan-man. Knew only was introduced by his runner. No evidence from runner.

Stanley Yeung not an impressive witness when is questioned of custom of stock exchange (as to putting on chop when dealing with transaction.)

Has limited experience.

No evidence to displace clear terms of letter or presentation.

Stanley Yeung remembered two of the specific transfers and made no dissent to their going forward. He made no enquiry from the face of them. He is a stockbroker and holds himself out as such and should exercise normal care and judgment. Also, if it is so, should have been put on enquiry by this form. In that case he also negligent.

20 Contributory negligence cannot be used to cut down warranty – like trying to blend chalk and cheese.

Question of negligence.

1. Failure to consult specimen signature or doing so properly.

Will submit maintaining specimen signatures is going beyond duties of company in maintaining a register.

No direct evidence that girl No.2 failed to compare signatures.

Failure to enter initials in the box at foot Ex.2 has nothing to do with not checking signature.

Accepts that checking of signature was probably perfunctory. Was part

of a system that had operated for at least 25 years without a single forgery being detected.

*In the Supreme  
Court of  
Hong Kong  
High Court*

Submits it is not duty of a Registrar of a company to be on the lookout for forgery. His duty is to take reasonable steps to obtain identity of transferor which can be done by simple comparison of signature with specimen.

No. 7  
Judge's Notes  
(continued)

Most important aspect of the system relates to number of shares.

Welch v. Bank of England [1955] Ch. 508 at 526 arguendo at foot.

Shows duty to keep specimens is a matter of practicality.

Submits is standard of whole matter of transfer.

- 10 F38. Chartered Secretary, Manual of Company Secretarial Practice. Ed. R.C. Hetherington, Ces. and Eley, published under authority of C.I.S.

40. Last full para., first warranty on following page.

Submits this warranty in all probability states what is reasonably required.

Signature not obviously a forgery.

Loss did not flow from failure to discover. Flowed from forgery itself.

(Sgd.) (D. Cons)  
3rd December 1976.

3rd December 1976 at 2.30 p.m.

- 20 Court resumes as before.

Particulars of witnesses not filled in.

Statutory forms do not require witnesses.

Common practice. No legal requirement for signature.

Practice of bank to accept a company chop as adequate particulars.

Anyone can make a chop. But anyone can write false name and address. Is not much of a safeguard.

No evidence that was fictitious company. Nothing on face to suggest

irregularity.

No casual relation between this irregularity and wrong registration, as would be if bank had strictly enforced this requirement.

3. same witness.

Antonio said very common.

No evidence is improper practice.

No statutory duty re witnesses.

No causative relationship with loss.

Bogus signatures would not affect validity in law of the transfers.

10 4. Note of form re signatures.

Submits not part of the form and only intended as a guide to person filling up the form.

Acceptance of less formality than form requires does not mean bank is acting unreasonably.

5. Box not initialled.

Most can be said is that it happened – independent action of negligence that did not lead to loss in any way. Pure matter of evidence.

6. Duty of bank to best endeavour that transfer proper.

Antonio said bank did its best.

20 All human systems fallible. No allegation in term of unsafe or improper system.

Reasonable measures were taken.

Submits is so in view of large number of transactions – not impregnable fortress against forgery but reasonable safeguard.

No evidence that system broke down in any material way in this instance.

Rubber chop addition – people do change rubber stamps from time



to time.

Such stamp is not the same as a personal chop.

*In the Supreme  
Court of  
Hong Kong  
High Court*

Law.

Warranties.

No. 7  
Judge's Notes  
(continued)

Collen v. Wright 8 El. & Bl. 647 at 657. Headnote.

120 E.R. 241.

Oliver v. Bank of England [1902] 1 Ch. 610.

Starkey v. Bank of England [1903] A.C. 114. Headnote.

At 116.

10 Derry v. Peek is an action of tort. Disposed of by Hedley Byrne.

Derry v. Peek did not apply to this kind of case.

Lord Mayor of Sheffield v. Barclay [1905] A.C. 392. Headnote 395.  
Broker in present case is equivalent to bank in quoted case. At 397. As to joint tortfeasors.

“not a qualification but the application of another principle”.

At pp. 398, 402, 403, 404.

Value of warranty given is immaterial – when Antonio said he did not rely on the person producing answer is confusing anyhow as Antonio referred to runners.

20 Yonge v. Toynbee [1910] 1 K.B. 215 at 227.

Halsbury 3rd ed. Vol. 36. Page 520, para. 788.

Halsbury 4th ed. Vol. 7. Page 228, para. 414.

Welch v. Bank of England [1955] 1 Ch. 508 at 548/9.

Matters of bona fides make no difference – all these authorities show this.

The presentation of documents and request for action brings the liability.

Attestation or verification of signatures is irrelevant.

The liability is strict.

Contributory negligence.

No claim in negligence by defendant. Could be made now under Hedley Byrne.

No doubt that if claim were in negligence third parties could make allegation of contributory negligence under Law Amendment.

Present action is in contract and upon a strict warranty.

10 Breach of that warranty is an external matter over which third parties had no control at all.

Nature of warranty is independent of negligence.

Cap. 23, section 21.

(Is in Part IV Tort – not relies on this.)

Subsection (1).

Subsection (10).

Bank owes no duty to transferee.

Apart from this has never been a case at common law where contributory negligence has been defence to anything except an action for tort.

May be argued that created a liability in tort although not sued in that.

20 Submits use of word “fault” makes it impossible to say legislature contemplated changing the law as to this warranty – warranty is entirely independent of fraud.

? Application of contributory negligence to contract.

On Contract 4th ed.

De Meza & Stuart v. Apple [1974] 1 Lloyds L.R. 508.

Headnote. 519.

Case taken to appeal [1975] 1 Lloyds L.R. 498.

All Lords Justices declined to express view on this point.

Submits present case is an absolute warranty which has nothing to do with care.

Order: Adjourned to date to be fixed by Court Clerk.

(Sdg.) (D. Cons)  
3rd December 1976.

10th February 1977.

Court resumes as before.

10 Ching: Mentions a possible summons that may be taken out by plaintiff re interest on dividends due.

Does not wish to argue on points raised by third parties which were not raised by defendant, but does not wish to abandon. May wish to take them on appeal.

Will take four points now:—

1. Whether any warranty of authority.

Submits not a question of law but of fact and that on facts, was no warranty.

2. Whether any contract of indemnity.

20 Submits is also fact not law, and not so on facts.

3. Even if was a warranty or indemnity, did the bank rely on either?

Submits bank did not.

4. Even if bank did rely so, bank were themselves in default and cannot claim indemnity against third parties.

Facts to be considered.

Defence of third parties is that acted bona fide. Defendant does not assert mala fides.

*In the Supreme  
Court of  
Hong Kong  
High Court*

No. 7  
Judge's Notes  
(continued)

Asks court to indicate for sake of third parties that no mala fides.

(Dicks intervenes – does not suggest mala fides.)

1. Third parties made no profit – simply conduit pipe.
2. Third parties did not handle or purport to handle any transaction between plaintiff and Wong Kwan-man.

Agreed bundle 6. Evidence was chop of broker appears on back if transaction handled by broker.

Antonio said this would have been obvious to bank.

10 Therefore should also have been obvious to bank that third parties did not know anything of title of Wong Kwan-man or as to genuineness of transaction.

3. Third parties did only one thing which can be divided:—
  - (a) Third parties sent forms and certificates and asked for transfer.
  - (b) That transfer was sought by a letter – agreed bundle 10. Is standard form letter, as is printed.

? Meaning of “duly completed”.

Could be “properly and genuinely completed”.

But could be either “properly as far as we know” or “completely filled in”.

20 Not necessarily vouching genuineness of particulars.

When taken together with fact that brokers were not party to transaction submits is clear was not a voucher of genuineness. Was after all a printed form.

4. Brokers did not have specimen signature of Bishop.

Is not usual they would.

Particularly if vendor is not client of broker.

Bank did have.

Warranty.

Dugdale v. Lovering [1875] L.R. 10 C.P. 196.

Headnote.

197, 198 Brett, J. – 200.

Authority that question is one of fact, and for the jury.

Also authority that warranty must be relied on – p.200. At 201, Grove J. 202. In present case bank had the greater means of knowledge.

Bank of England v. Cutler [1908] 2 K.B. 208.

Headnote. Facts are very different. Specific duty on broker to identify. Was paid for his trouble.

10 At 231 Farwell J. – 233.

Was not a matter of law that warranty arose, but from all the facts in the particular case.

At 235 Kennedy, L.J. Also relies on aggregate of facts.

Yonge v. Toynbee [1910] 1 K.B. 215 at 227, 2nd para. to 228.

Bank knew third parties did not handle the transaction.

How far could the principle be extended – would it apply to messenger or secretary sent similarly by private individual to the bank?

Evidence of Antonio was bank did not care who brought the transfers in to the bank.

20 Third parties have not sent messenger boy with documents – have sent standard form with documents.

Antonio also said receipt of such form is considered by bank as same as being brought by a messenger.

Sheffield v. Barclay 1905 A.C. 392.

Court should not be misled by cases such as these as in old days they did not keep specimen signatures.

At 396. The company had no machinery to investigate the matter.

Since 1966 the bank has kept specimen signatures.

Reliance upon warranty.

No evidence that bank placed any reliance on agreed bundle 10/11 or upon the brokers in any way.

Agreed bundle 10/11 were the occasion and not the cause of the change in registration.

If bank did not rely on identity of person bringing in the transfer, it follows that placed no reliance upon the knowledge of that person.

10 Only reliance bank placed on fact of order was that “ad valerem” duty would have been paid.

Dugdale v. Lovering at 199 and 200.

Starkey v. Bank of England [1903] A.C. 114.

Headnote. “induced”. 116 Halsbury, L.C.

At 118 3rd line. Necessary implication that bank relied on the representation.

At 118. Lord Davey – 119.

Is obvious to everyone that brokers were mere conduit pipe.

Bank's default.

Defendant referred to “strict liability”.

20 Submits is not so.

A person who acts on request may be able to show implied warranty on the facts.

But even so liability is not strict – arises only if actor acts without default.

Starkey – the question did not arise.

Sheffield v. Barclay [1905] A.C. at 392.

At 399. Lord Davey. Middle para. This case is the fountain of this

branch of law and speaks of “without default”.

Lord Halsbury at 396. Also predicated as fault.

At 402.

Cutler. At 231 adopted words of Davey.

At 233.

Is abundantly clear the liability is not strict.

Factors to be considered re “default”.

1. Bank wrote to Bishop. Agreed bundle 13. Such a letter would not be written without reason. Reasonable assumption that bank had some doubts.

10

Antonio mentioned an earlier occasion when transfer form sent back to Bishop in Macao.

2. Was large number of shares.
3. Antonio evidence Bishop long standing customer who more often bought than sold.
4. Antonio evidence that Bishop usually sold from bank nominee.
5. Raymond Chan evidence was that even to layman the signature would have appeared a forgery.

Bank is not “expert”, but also not a “layman”.

20

Chop is also vastly different.

6. What did bank do to check?

Defendant accepted it as “perfunctory”.

Antonio said “take a glance”.

System was one check by a girl who may or may not have had experience.

Circumstances were very rushed. If so, was self imposed.

Could have been a special system for large amounts.

7. Matters "For Office Use Only" were not filled in.

Is not part of statutory form but is presumably included for reason.

If completed, would in this case have allowed examination of girl in question.

Lack of compliance with this procedure may indicate failure to comply with other checking procedure.

8. Items of transfer form must have caused suspicion.

- 10
- purchase by a man living in Li Yuen St. East of such a large amount.
  - same witness for both signatures.
  - no mention of address and calling.

Duty of bank is to put through valid transfers not to act on whatever might be put before them.

In view of all these matters bank should have sensed something wrong.

All they did was to write one letter.

Was this "all that could be reasonably expected of them"?

- 20
- Submits there is duty on part of bank to be careful – owed to the person who brings in the transfer in these cases where person who brings it in is taken on the facts as giving a warranty.

Position if transfer purported to be by "Anglican Bishop"? Could bank then have claimed indemnity?

Submits there must be a reciprocal duty of care owed by bank to brokers, because can cause loss to brokers.

Bank did not in this case enquire of the brokers. This is because it was obvious to bank brokers had no knowledge (due to absence of chop).

Adjourned 5 minutes at request counsel.

Chang.



Miscellaneous points.

*In the Supreme  
Court of  
Hong Kong  
High Court*

1. Principle relied on by defendant applies, if at all, only where there is ministerial duty to act.

No such duty in present case – as transfer form not completely filled in and therefore not complete and regular on its face.

If liability is strict, the principle should not be strictly construed.

The transfer form was prescribed by Ordinance in that it was authorized by company.

2. Vital distinction with Starkey.

- 10 There warranty, if it existed, was from transferor. In present case third parties were acting as conduit pipe for transferee.

Contribution.

If plaintiff had sued defendant and third parties they would have been joint tortfeasors.

Plaintiff's claim against defendant is in tort for wrongful removal of name.

Contribution would then arise.

Clerk & Lindsell. 13th Ed. Page 114 para.181.

Para.184. Court has regard to blameworthiness.

- 20 Para.185.

Law is developing to apply joint tortfeasor principles in contractual situations.

Court may conclude there is fault on both sides.

If so submits that greater part of blame lies with bank for reasons given by Ching.

Submits 75% responsibility.

3rd third party. Moon Fan.

No. 7  
Judge's Notes  
(continued)

In 1973, during period of this case, in the share market many forged certificates of shares were found. As result the Government and the market asked certificate holders to present share certificates to registry for checking purposes.

In this case, when certificates presented to Hong Kong Bank the bank should be responsible for share certificates.

4th third party. Luk Yuen-ye.

10 This case occurred in 1973. I only joined as a partner in 1974 January. When this incident occurred the company which was later formed in 1974, was not in existence. It is not fair to ask us to bear responsibility.

First of all the Catholic Mission was negligent, because after receiving notification from bank that certificates presented for transfer, the Mission did not take action.

Bank also negligent because they allowed certificates to be transferred to another name.

It is not right for them to ask third parties to bear the responsibility.

5th third party. Tsang Chiu-wah.

20 The bank should bear major portion of responsibility because the thief was the only person who knew how to forge the signature so as to pass the Registry and have the shares transferred so as to go to the market again.

The thief has been caught and only he knows the inside story. It is not fair to push everything on to the third parties.

Our company performed our duty according to regulations laid down to all the brokers. We did not do anything outside the regulation.

Dicks: Chang's proposition is novel. No authority.

Is based on fundamentally unsound analysis in that action of plaintiff against defendant is based on tort. It is not tort. It is restitution of property.

Is possible that plaintiff could have pleaded in tort, although formidable difficulties in the way.

30 Bank's liability to reinstate depends upon establishing forgery, and until that is established no tort could have been committed.

A refusal now would lead to Ashly & White case.

Liability of defendant is not based on fault, but on assertion of title.

On what does Chang's submission operate – ? Asked for judgment on hypothetical case never argued.

No. 7  
Judge's Notes  
(continued)

Second difficulty, assuming bank were liable for some tort, is how there was a joint tort. If tort is based on duty of care it is different duty on part of bank and on part of broker.

Thirdly can be no apportionment of damages because no damages awarded. (Para.184 Clerk and Lindsell.)

10 Submits there is a “warranty” in this case. Does not wish to limit it to “warranty of authority”.

Warranty is implied from one causing another to act.

Dugdale v. Lovering. Very much decided on own facts.

Submits that in this class of case – i.e. brokers presenting transfers – many sets of facts already considered by courts and have now crystallized into law.

Dugdale v. Lovering is old case. Courts now recognize this as a recognised class of case.

20 At 197 foot. There are two principles. It was first that was later approved in Sheffield Case.

Judges in Dugdale also made it clear they relied heavily on correspondence.

At 200.

Sheffield Case. At 397. Halsbury adopts argument in Dugdale v. Lovering.

At 401.

At 403, 3rd line. Wider than is necessary in present case. Even a conduit pipe is an agent.

On the Facts.

Third parties “set in motion the whole procedure” – Cutler Case at

pp.208, 232.

The basis of the indemnity is a matter of conflict in the authorities.

Chitty Contract Vol.1 para.1747 makes it a form of implied contract.

Para.1728. Overall haeding is reimbursement which is part of quasi contract.

18 Halsbury 3rd Ld. para.974 it is classified as a form of indemnity.

But is clearly on contract side of line rather than tort.

Submits warranty comes into effect when transfers are lodged and bank acts on it.

10 Is even more novel to suggest that the internal workings of the bank should be looked at.

Adjourned to 2.30 p.m.

(Sgd.) (D. Cons)  
10th February 1977.

10th February 1977 at 2.30 p.m.

Court resumes as before.

It is well established that this warranty is an incident of the business of stockbroking.

20 Submits that the fact of the letter being in common form indicates that this kind of thing goes on all the time in business the law should be strict on it.

If "duly completed" is ambiguous it should be strictly construed against person who puts it into currency.

All Antonio's admissions were with benefit of hind sight. Context was different from routine examination of form.

If brokers have no specimen signature cards they should be more careful as to identity.

Sheffield at 399 (end main para.).

Culter. Vaughan Williams L.J. dissented on very point that facts were not such that warranty should be implied.

*In the Supreme  
Court of  
Hong Kong  
High Court*

At 228 middle.

At 223 end of main para.

At 235 Kennedy L.J.

No. 7  
Judge's Notes  
(continued)

On the basis of the documents in this case the only conclusion is that they "requested".

As to secretary taking in forms:—

1. did not
- 10 2. is not a broker.
3. may be is liable.

### Reliance.

This has not been pleaded.

Submits whole concept of reliance is apt only to an action in tort.

At time authorities in this field decided it was not possible to bring action for negligent misrepresentation.

In such an action reliance is necessary.

Present case is in contract, on a warranty. Reliance is immaterial. Likewise if one puts it on indemnity.

20 Causation, if it be put on that, does not come into this situation.

Reliance was obviously a factor in Dugdale v. Lovering. It relied on two actions in case which showed they were tort actions.

### Starkey.

"Induced" in headnote can also mean the person who sets the wheels in motion. Nothing indicates that House meant more than that.

At 1118.

Neither at appeal nor in House was other side called on.

In any event it is open to the court to infer that there was reliance.

On would need to have the evidence of someone higher up in the bank on this point. Antonio was not liable for the system. Had the matter been pleaded some evidence might have been called. Bank might have taken legal position into account. Court would have to take broader view than just Antonio's evidence to know whether bank did in effect "rely".

Default.

Sheffield at 399 was relied upon by third parties.

10 Submits the qualification there is not material to decision or supported by rest of judgments.

At 396.

(Ching interposes that House in other places refers to "without negligence".)

(Refers to headnote.)

Even if fault is a possible defence to an action of this kind, what extent of default must be shown?

No authority quoted, so no possible reply. But would be novel if any fault, however small, provided a defence.

Estoppel by negligence line of cases call for very high degree of fault.

20 Particular items of complaint:

1. Bank has no duty to send a letter to Bishop certainly no duty to third parties.

No evidence that reply would come if bank wrote again.

Business could not proceed if long delays allowed.

2. No part of bank's duty to be suspicious of the address given.

3. Mr. Chan was speaking of the forgery in the light of magnified photos.

Bank as registrar is not under same duty as it is as a banker.

Argument that bank was under no ministerial duty because the form

was not complete on the face it is a counsel of perfection.

Many cases of forms occur not completely filled in.

This does not affect the principle that lies behind the warranty.

Third parties cannot take advantage of this point as third parties have themselves sent the document forward.

4th third party point. Negligence by Mission in not taking action on receipt of letter.

1. Is a matter of contributory negligence raised as defence to claim. (Same argument as this morning.)

10 If there is independent claim by bank would have to be brought by counterclaim.

2. Alternatively if is suggested estoppel by negligence, a much stricter test is applied.

Swan v. The North British Australasian Co. (1863) 7 H. & N. 603, 158 E.R. 611.

Court held that proximate cause was forgery and not negligence of plaintiff.

In present case failure to reply to the letter was not proximate cause of loss.

20 To establish liability there must be a duty of care owed by plaintiff to defendant and an act of negligence.

Plaintiff is a corporation sole. Only persons capable of acting for it are Bishop or a person covered by provisions of ordinance.

Agreed bundle 13 was written when Bishop was away.

If it is said the negligence of Bishop was to go away without making provision, then it is too remote.

Similar position would arise in case of estoppel. There is no "person" who could create – no evidence of agent or anyone acting for it.

The letter itself does not impose upon recipient the duty to reply.

*In the Supreme  
Court of  
Hong Kong  
High Court*

No. 7  
Judge's Notes  
(continued)

And bank does not always send out such a letter.

- Ching: Wishes to interpose that failure of form to be complete excluded the "duty" to act. It could still act, but did so at own risk.
- Dicks: Consequences did not flow from lack of witness addresses but from forgery.

C.A.V.

(Sgd.) (D. Cons)  
10th February 1977.

4th March 1977

10 Coram: Cons, J. in Chambers.

Ronny Tong (Woo, Kwan, Lee & Lo) for plaintiff.  
Kemal Bokhary (Johnson, Stokes & Master) for defendant.

(Hearing of inter partes summons dated 14th February 1977 application for amendment of judgment.)

Order: That the original share certificates be released to the defendant subject to the usual undertaking.

Summons stood down.

(Sgd.) (D. Cons)  
4th March 1977.

20 Resumed. Mr. Chan of Yung Yu Yuen for 1st and 2nd third parties.

Order: That court notify all third parties of the fact of these proceedings and application made, indicating that they are at liberty to appear to argue thereon if they so wish; costs of this adjournment reserved.

Order: Adjourned to date to be fixed by court clerk.

(Sgd.) (D. Cons)  
4th March 1977.

11th March 1977.

Court resumes as before.



5th third party absent.

Mr. David Yam appears in place of Mr. Denis Chang.

*In the Supreme  
Court of  
Hong Kong  
High Court*

Order: Judgment delivered as attached.

No. 7  
Judge's Notes  
(continued)

Dicks: Asks for costs of entire action against third parties.

Ching: Suggests a Bullock order. Asks stay of execution to consider appeal.

Dicks: Asks for costs on common fund basis.

Ching: No justification.

Dicks: Is normal basis. Asks security if stay granted.

10 Order: Defendant bank is to have its costs against third parties on common fund basis; stay of execution granted for four weeks and if notice of appeal be lodged within that period then until the hearing of that appeal or further order of this court; liberty to apply.

(Sgd.) (D. Cons)  
11th March 1977.

IN THE SUPREME COURT OF HONG KONG  
HIGH COURT

BETWEEN:—

No. 8  
Judgment  
Order  
1st Dec. 1976

THE ADMINISTRATOR IN HONG KONG OF THE  
CATHOLIC MISSION OF MACAO

*Plaintiff*

and

THE HONGKONG AND SHANGHAI BANKING  
CORPORATION

*Defendant*

10

and

STANLEY YEUNG KAI YUNG  
STANLEY YEUNG & CO. LTD.

*1st Third Party*

*2nd Third Party*

MOON FAN

*3rd Third Party*

LUK YUEN YEE

*4th Third Party*

TSANG CHIU WAH (SAMUEL)

*5th Third Party*

and

NG KWOK HING  
WONG KWAN MAN

*1st Fourth Party*

*2nd Fourth Party*

BEFORE THE HONOURABLE MR JUSTICE CONS IN COURT

20

J U D G M E N T

Dated and entered the 1st day of December, 1976

This ACTION having been tried before the Honourable Mr Justice Cons without a jury, at the High Court of Justice, Hong Kong, and the said Mr Justice Cons having on the 1st day of December, 1976, ordered that Judgment as hereinafter provided be entered for the Plaintiff against the Defendant.

IT IS ADJUDGED that:—

1. The Defendant do restore the Plaintiff's name to the Register of Members of the Defendant Company in respect of 12,557 shares of \$25 each or their equivalent and that the Defendant Company do deliver to the Plaintiff a Certificate or Certificates of ownership of such shares.
2. The Defendant to pay the Plaintiff all dividends which have

30

*In the Supreme  
Court of  
Hong Kong  
High Court*

No. 8  
Judgment  
Order  
1st Dec. 1976  
*(continued)*

accrued on the aforesaid shares since they were transferred from the Plaintiff's name and interest on such dividends to the date of judgment or payment.

3. The Defendant do give to the Plaintiff all bonus shares that have been issued in respect of the aforesaid shares since they were transferred from the Plaintiff's name.

S. H. Mayo  
Registrar.

IN THE SUPREME COURT OF HONG KONG  
HIGH COURT  
ACTION NO. 276 OF 1976

No. 9  
Judgment of  
Justice  
Cons. J.  
11th March 1977

BETWEEN:—

THE ADMINISTRATOR IN HONG KONG OF  
THE CATHOLIC MISSION OF MACAO

*Plaintiff*

and

THE HONG KONG AND SHANGHAI BANKING  
CORPORATION

*Defendant*

10

and

STANLEY YEUNG KAI YUNG

*1st Third Party*

STANLEY YEUNG & CO. LTD.

*2nd Third Party*

MOON FAN

*3rd Third Party*

LUK YUEN YEE

*4th Third Party*

TSANG CHIU WAH (SAMUEL)

*5th Third Party*

and

NG KWOK HING

*1st Fourth Party*

WONG KWAN MAN

*2nd Fourth Party*

20 Coram: Cons, J.

Date: 11th March, 1977.

J U D G M E N T

30

The material facts of this case may be shortly set out. The plaintiff was the registered shareholder of a considerable number of shares in the defendant bank. In May 1973 the certificates relating to those shares were presented to the bank together with completed share transfer forms. The presentation was not made on behalf of the plaintiff or with his knowledge. It was made on behalf of a person who had no title to the shares whatsoever. The signatures on the share transfer forms purporting to be those of the Bishop of Macau — the appropriate signature of the plaintiff: Cap. 1006 — were forged. The bank attended to the presentation and in due course removed the plaintiff's name from the register, replaced it with the other name given and issued new share certificates accordingly.

The truth came to light a few months later and eventually the plaintiff brought this action to require the bank to reinstate it to the register and make good the lost dividends, bonus shares, etc. The only defence raised by the bank was to deny that the signatures were in fact forged. This defence was easily disposed of by the plaintiff and an order was made in favour of the plaintiff in December last year. Since then the plaintiff has taken no further part.

10 The third party proceedings are between the bank and the firm of stock-brokers who actually presented the share certificates and the forged transfer forms. The first third party was the sole proprietor of the firm at that time. The other third parties are the partners who took over the firm some time later but failed to issue a notice in accordance with the Fraudulent Transfers of Businesses Ordinance, Cap. 49. Fourth parties have also been added but I am not concerned with those at the moment.

### The Bank's Case

20 The bank's case is that in presenting the shares for transfer the brokers both expressly and impliedly warranted that the transfer forms and the signatures thereon were genuine. The express warranty depends upon the words of the covering letter sent by the brokers. That was in printed form with spaces left for the details of the particular transaction. The printed words were as follows:

“Dear Sir,

We beg to enclose herewith the undermentioned Certificate(s) for . . . . . shares in your Company with duly completed transfer deed(s) attached in favour of

and shall be glad if you will kindly effect the transfer and send to us . . . . . new Certificate(s) when ready as follows:

Thanking you for your kind attention to this matter.

30

We are,  
Yours faithfully,”

It is said for the brokers that the words “duly completed” mean no more than “completed properly so far as we know” or “completely filled in”. I am not sure that I would agree with either interpretation. I would think the words more likely mean “validly completed” otherwise there is no need for them. But the point was not argued at length and I do not express

any considered opinion upon it. There is no need. The case of Sheffield Corporation v. Barclay<sup>(1)</sup> is good authority that in circumstances such as these the warranty is implied by law, that the person making the request is bound to indemnify the bank against any loss it suffers by reason of complying therewith.

*In the Supreme  
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Hong Kong  
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Judgment of  
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11th March 1977  
*(continued)*

### The Defences

The brokers put forward three lines of defence.

(a) The indemnity is a question of fact.

10 It is argued that although the law may allow an indemnity to be implied, whether it should be so implied in any particular case is a question of fact to be decided each time according to the particular circumstances. The argument is founded on certain passages in Dugdale and others v. Lovering<sup>(2)</sup>. At p.200 Brett, J., refers to the facts in the case as being.

“evidence on which the jury might find an implied promise to indemnify”.

and at p.201 Grove, J., says

20 “I should hesitate to say that in cases of this sort it can be an absolute proposition of law that the party making the request is bound to indemnify. Whether there is such an obligation must greatly depend on the circumstances of each individual case, the effect of which seems to be for the jury to determine.”

With every respect to counsel the case of Dugdale does not touch in any way upon the present circumstances. It was not concerned with the registration of shares. It was concerned with the physical delivery of chattels to which there were rival claimants. There had been a suggestion that the indemnity could be implied by law but the court did not find it necessary to decide. It found that the indemnity was to be clearly implied from the particular facts. The remarks of the judges were made in that context. They cannot detract from the law later laid down in the Sheffield case.

30 (b) The brokers did not request the transfer.

The letter requesting the transfer was headed in large type with the name and address of the brokers. It was signed by somebody on their behalf

(1) [1905] A.C. 392

(2) [1875] 10 I.R.C.P. 196

and chopped with their rubber stamp. It is nevertheless suggested that they should not be held responsible for it because they had not acted for the transferee in the purchase of the shares and were not paid for submitting the request on his behalf. At the time the transferee was not one of their customers. He was nothing more than an acquaintance of one of their messenger boys. Subsequently he became a regular customer. But I cannot see that these things matter. It was the brokers who in fact approached the bank. As a result of that approach the bank acted. And as a result of so acting the bank lost a great deal of money. It seems to me quite irrelevant and unnecessary to look into what decided the brokers to act that train of events in motion or to inquire whether they were paid or not for their part.

(c) The bank did not prove that it relied upon the implied warranty.

My difficulty in considering this argument is that nothing was put forward to show why the bank should have proved this matter. It is not a question of misrepresentation. That would apply if the bank were seeking to set aside a contract. Here it is not. It is seeking to enforce a contract, an implied promise by the brokers that they would indemnify the bank if subsequently it suffered loss. I do not see that the bank is required to prove that at the time it consciously took that promise into account.

20 In case I should be wrong in this view I should record that it was obvious that the staff of the bank's registry placed no store upon the personality of those who submitted requests for transfers, whether those requests were made, as in the present instance, by letter or in person over the counter. In the latter instance no form of identification was ever required. Whether the conduct of the staff of the registry would have been approved by those in authority in the bank I do not know. No evidence was called. I should also add, although the point was not expressly argued, that such conduct by the staff would not in my opinion amount to a waiver of the bank's rights.

30 It might also be convenient here to comment upon certain evidence given by Mr. Stanley Yeung, the first third party, to the effect that whenever a broker dealt in a sale and purchase transaction of shares the broker put his chop upon the transfer form. In the present instance the transfer forms had no such chop, which, it is said, must have indicated to the bank that the brokers submitting the forms had not dealt with the transaction and were therefore in no position to warrant that the applications were genuine. And then further presumably, by consenting to act with that knowledge, the bank had waived its rights against the brokers. Again I do not think that waiver would necessarily be established by these circumstances. But in any event the argument must fail unless what was in effect a trade custom was made out. Mr. Yeung was not an impressive witness. He did not appear to be very experienced in the broking world. I am not prepared to accept trade  
40 customs on his evidence alone.

If the brokers' defences fail – as they do – they seek to pass some of their liability back to the bank. Two suggestions need be considered:

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(i) Contributory negligence.

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10 It is suggested that with reasonable diligence the bank could have discovered that the signatures on the transfer forms were forgeries and thus by their own negligence contributed to their own loss. The bank argues immediately that the suggestion is technically bad in that the doctrine of contributory negligence is limited to an action in tort whereas their action against the brokers lies in contract. But a question that needs to be dealt with first is whether the bank is under any duty of care to the brokers, for if there be no duty there can be no actionable negligence. And that prior question has already been answered by Lord Davey in the Sheffield case where at p.403 he says

“I am also of opinion that the authority keeping a stock register has no duty of keeping the register correct which they owe to those who come with transfers. Their only duty (if that be the proper expression) is one which they owe to the stockholders who are on the register”.

20 It is true that earlier in his judgment Lord Davey had referred to the need for the bank to act “without any default on (the bank’s) own part”. But I do not read these words as imposing upon the bank duties which they would not otherwise have.

(ii) Contribution by a joint tortfeasor.

It is suggested that if the plaintiff had so chosen it could have sued both the bank and the brokers as joint tortfeasors; then the brokers would have been entitled to recover contribution from the bank under section 19(1) (c) of the Law Amendment and Reform (Consolidation) Ordinance, Cap.23. That reads as follows:

- 30 (1) Where damage is suffered by any person as a result of a tort (whether a crime or not)
- (c) any tortfeasor liable in respect of that damage may recover contribution from any other tortfeasor who is, or would if sued have been, liable in respect of the same damage, whether as a joint tortfeasor or otherwise, so, however, that no person shall be entitled to recover contribution under this section from any person entitled to be indemnified by him in respect of the liability in respect of which the contribution is sought.”



With respect one has only to read the paragraph through to the very end to see that this suggestion must inevitably fail. The bank is entitled to an indemnity against the brokers. Whether the bank is a tortfeasor as such or not – and it is not necessary to decide this point – contribution cannot be recovered.

10 If I am wrong in my conclusions on these two suggestions I would have held the bank and the brokers equally to blame. The bank should have noticed that the signatures were forgeries. The discrepancies with the genuine were immediately obvious to the naked eye. The bank had a genuine signature with which they could have made comparisons. It was kept for that very purpose. But I do not think that in the particular instances it can have been so used. It was also suggested that other matters should have raised the suspicions of the bank, for example, the size of the transaction, the fact that the plaintiff usually purchased rather than sold shares, that the address of the apparent purchaser was what might be thought a poor area of Hong Kong and that the signatures of the seller and purchaser were both witnessed by the same person. I do not agree with these suggestions. They are not matters to which to my mind necessarily suggest deceit. Then a great deal of time was also taken up with the examination of the internal procedures of the registry of the bank. Eventually it was shown that, perhaps due to pressure of work, the staff of the registry did not carry out those procedures as thoroughly as they might. But that is a matter for the bank alone. The only aspect possibly relevant to this case is the failure to check the signatures.

20 The brokers were likewise to blame in that no effort whatsoever was made to check upon the identity on bona fides of the person on whose behalf they consented to act.

30 There remains only one further point to consider. It is raised by the third, fourth and fifth third parties. They argue that the plaintiff was to some extent the author of his misfortune. Before one set of transfers were registered, and perhaps both, the bank wrote to the plaintiff advising the plaintiff that a request for transfers had been lodged and indicated that unless they heard from the plaintiff by return of post they would assume that the transfers were in order. The plaintiff ignored the letter. It is easy to sympathize with the third parties. One would have expected an immediate reply. If so there would probably have been no fraud. The plaintiff in a sense could therefore have prevented the fraud. But that does not make the plaintiff responsible for it. The final step in the fraud was initiated by the brokers. They can only shift their responsibility to the person who persuaded them to take that initiative.

40 For these reasons judgment is entered for the defendant bank against the third parties in such sum as may be necessary for the bank to meet its obligations in this action to the plaintiff.

Ronny Tong (Woo, Kwan, Lee & Lo) for the plaintiff.  
Anthony Dicks (Johnson, Stokes & Master) for the defendant.  
Charles Ching, Q.C., and D. Chang (Yung, Yu, Yuen & Co.) for first and second  
third parties.

Third third party in person.  
Fourth third party in person.  
Fifth third party in person.  
First fourth party not present.  
Second fourth party not present.

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Hong Kong  
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IN THE SUPREME COURT OF HONG KONG  
HIGH COURT

BETWEEN:—

THE ADMINISTRATOR IN HONG KONG OF  
THE CATHOLIC MISSION OF MACAO

*Plaintiff*

and

THE HONGKONG AND SHANGHAI BANKING  
CORPORATION

*Defendant*

and

STANLEY YEUNG KAI YUNG

*1st Third Party*

STANLEY YEUNG & CO., LTD.,

*2nd Third Party*

MOON FAN

*3rd Third Party*

LUK YUEN YEE

*4th Third Party*

TSANG CHIU WAH (SAMUEL)

*5th Third Party*

and

NG KWOK HING

*1st Fourth Party*

WONG KWAN MAN

*2nd Fourth Party*

BEFORE THE HONOURABLE MR. JUSTICE CONS IN COURT

J U D G M E N T

Dated and entered the 11th day of March 1977

The third party proceedings in this action having been tried before the Honourable Mr. Justice Cons without a jury, at the High Court of Justice, Hong Kong, and the said Mr. Justice Cons having on the 11th day of March, 1977, ordered that judgment as hereinafter provided be entered for the Defendant against the third parties.

IT IS THIS DAY ADJUDGED that the third parties do pay the Defendant such sum as may be necessary for the Defendant to meet its obligations to the Plaintiff together with costs on common fund basis.

AND IT IS FURTHER ADJUDGED that execution be stayed for four weeks and if within that time the third parties lodge notice of appeal execution be further stayed until the hearing of that appeal or further order of this Court and that there be liberty to apply.

IN THE COURT OF APPEAL  
(on appeal from High Court  
Action No.276 of 1976)

BETWEEN

STANLEY YEUNG KAI YUNG

*1st Appellant  
(1st Third Party)*

STANLEY YEUNG & CO. LTD.

*2nd Appellant  
(2nd Third Party)*

and

THE HONGKONG AND SHANGHAI  
BANKING CORPORATION

*Respondent  
(Defendant)*

10

No. 11  
Notice of Motion  
of Appeal  
21st March 1977

NOTICE OF MOTION OF APPEAL

TAKE NOTICE THAT the Court of Appeal will be moved, so soon as Counsel can be heard, on the hearing of an appeal from the decision of the Honourable Mr. Justice Cons made on March 11, 1977 whereby he gave judgment for the Respondent with costs.

AND TAKE NOTICE THAT the grounds of appeal are as follows:—

20 1. That the Honourable Mr. Justice Cons erred in law in holding that in the circumstances of the present case there was implied by law a warranty on the part of the 1st Appellant that the share transfer forms and the signatures thereon were genuine and that the 1st Appellant in presenting the same to the Respondent for registration of transfer is bound to indemnify the Respondent against any loss it suffers by reason of the Respondent complying with the request for transfer registration. The Appellants say that on the facts of the case no such warranty arose and will in particular rely on the following matters:—

30 (i) The 1st Appellant was acting merely as a conduit pipe for its customer, and to the knowledge of the Respondent, did not verify and was in no position to verify the signature of the transferor and, also to the knowledge of the Respondent, did not act for the transferee or transferor in the sale and purchase of the shares. The 1st Appellant never at any time purported to act for the purported transferor in any wise whatsoever;

(ii) The 1st Appellant at all material times was acting bona fide and in the belief that the signatures on the transfer forms were genuine and knew that the Respondent had a list of specimen signatures against

which the Respondent would be expected to check the transfer forms submitted;

(iii) As the learned judge found, the Respondent did not or did not adequately check the signatures and should have noticed that they were forgeries;

(iv) The Respondent acted on its own volition and pursuant to its own independent judgment of the genuineness or validity of the transfer forms and did not rely on the 1st Appellant in this regard;

10 (v) There was on the part of the Respondent no ministerial duty to act as it did and insofar as necessary the Appellants will rely on the fact that the transfer form (which was a form prescribed and/or authorised by statute) was not completely filled in and the Respondent could lawfully have refused to register the transfer until the form had been completely filled in. Furthermore, if the Respondent had (as it should have) adequately checked the signatures it would have noticed the forgery and would have a ministerial or other duty to reject the transfer. Alternatively, the non-compliance with the statutory form of transfer imposed on the Respondent a duty to refuse registration.

20 2. (i) That, on the facts proved and/or found by the learned judge, he ought to have held that the Appellants were not bound to indemnify the Respondent. The Appellants will rely in particular on the following findings of fact:—

That the Respondent and the 1st Appellant were equally to blame: “The bank should have noticed that the signatures were forgeries. The discrepancies with the genuine were immediately obvious to the naked eye. The bank had a genuine signature with which they could have made comparisons. It was kept for that very purpose”: page 6 of the Judgment.

30 (ii) The Appellants say that if there was any warranty implied by law at all it only arose where the Respondent acted without any default on its own part. The Respondent on the facts of the present case was at fault.

3. That the learned judge erred in law in holding that a duty of care on the part of the Respondent was a pre-requisite in apportioning liability for contributory negligence.

4. That, alternatively, on the learned judge’s own findings of fact, liability should have been apportioned.

AND FURTHER TAKE NOTICE that on the Appeal the 1st and 2nd Appellants will ask for the following orders:—

(a) That the appeal be allowed and the decision of the trial judge set

aside and that judgment be entered in favour of the 1st and 2nd Appellants;

(b) That the 1st and 2nd Appellants do have the costs of the appeal and in the court below;

(c) Such further and/or other order as the court thinks just.

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Hong Kong  
High Court*

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AND FURTHER TAKE NOTICE THAT the 1st and 2nd Appellants intend to set this appeal down in the Appeal List.

Dated this 21st day of March 1977

Denis Chang  
Counsel for the Appellants

Sd. Yung, Yu, Yuen & Co.,  
Solicitors for the Appellants.

IN THE COURT OF APPEAL  
(On appeal from High Court Action No. 276 of 1976)

BETWEEN:—

STANLEY YEUNG KAI YUNG

*1st Appellant  
(1st Third Party)*

STANLEY YEUNG & CO. LTD.

*2nd Appellant  
(2nd Third Party)*

and

THE HONGKONG AND SHANGHAI BANKING  
CORPORATION

*Respondent  
(Defendant)*

No. 12  
Respondent's  
Notice  
13th Sept. 1977

10 RESPONDENT'S NOTICE UNDER ORDER 59, RULE 6(2)

TAKE NOTICE that the Respondent will contend on the hearing of this appeal that the judgment of the learned Judge should be affirmed on the following additional ground, namely:

That the learned Judge ought to have accepted the submission of the Respondent and ruled that on the true construction of the letters whereby the 1st Third Party trading under the name of Stanley Yeung Stockbrokers Company sent the forged instruments of transfer and share certificates to the Respondent and requested the Respondent to effect the transfer of the shares the subject matter of these proceedings the 1st Third Party expressly warranted

- 20 (i) That the signatures on the said instruments of transfer were genuine;  
(ii) That the transactions represented by the said instruments of transfer were of a genuine nature.

Dated the 13th day of September, 1977.

Sd. Johnson, Stokes & Master  
Solicitors for the Respondent.

IN THE COURT OF APPEAL  
(on appeal from the High Court)

BETWEEN:—

STANLEY YEUNG KAI-YUNG  
STANLEY YEUNG & CO. LTD.

*Appellants*

and

HONGKONG AND SHANGHAI BANKING  
CORPORATION

*Respondent*

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Appeal  
Justice Leonard, J.  
26th Oct. 1977

10 Coram : Briggs, C.J., Pickering, J.A. & Leonard, J.  
Date : 26th October, 1977.

J U D G M E N T

Leonard, J.:

The appellants in this appeal were the first and second third parties in the court below while the respondent was the defendant there.

20 The plaintiff in the court below was the administrator in Hong Kong of the Catholic Mission of Macao effectively the Bishop of Macao to whom I will refer hereafter as "the Bishop". The Bishop was the registered holder of inter alia 12,557 shares in the respondent company (to which I will refer hereafter as "the Bank") represented by four certificates. The Bishop held shares in the Bank in addition to the 12,557 shares and the certificates for these were held by the Bank's Securities Department which had in its records a specimen signature of the Bishop. Some time prior to the 3rd May 1973 the four certificates in question were apparently stolen from the Bishop but he remained in ignorance of the theft. In May 1973 the four certificates in question were presented to the Bank by Stanley Yeung Stock Brokers Co. ("the brokers") together with completed share transfer forms. The presentation was made by the brokers under cover of standard forms of letter addressed to the Bank's registrar which stated that the certificates were enclosed "with  
30 duly completed transfer deeds attached in favour of Mr. WONG Kwan-man as transferee." This standard form of letter requested the registrar of the Bank to effect the transfer and to send the new certificates to the brokers. The staff of the Bank's registry placed no stock upon the personality of those



10 who submitted requests for transfer whether those requests were made by letter as in this case or in person over the counter. Although the Bank had been supplied with a specimen of the Bishop's signature, when they received the certificates and transfer deeds from the appellants, the staff of the Bank failed to compare the signatures on the transfers with the Bishop's signature on the specimen cards. Had they done so, they would have immediately realised that the Bishop's signature on the transfer was not genuine because the discrepancies between the signatures on the transfers and the genuine signature were immediately obvious to the naked eye and would as the learned trial judge found as a fact have been noticed even by a layman. Neither the Bishop nor WONG Kwan-man was a regular client of the appellants and the appellants had not taken part in any transaction of sale and purchase. They received no consideration from WONG Kwan-man for presenting the scripts to the Bank for registration nor there is any indication on the instruments of transfer themselves (as distinct from the covering letter) that they were acting as brokers in presenting them. On the 2nd June 1973 the Bank advised the Bishop that the transfers purporting to be signed by him together with the relative certificates had been lodged for registration and that if the Bank did not hear from him by return it would assume that the transfers were in order. The Bishop did not reply to this letter. Almost immediately after its despatch the Bank informed the appellants that new share certificates in the name of WONG Kwan-man were ready for collection. It would appear that the new certificates were in due course collected by the appellants. The true position became apparent a few months later and eventually the Bishop brought this action to require the Bank to reinstate him on the register and make good the lost dividends, bonus shares etc. which should have been made available to the Bishop between the date of the new registration and the date of the commencement of the action. The Bank defended the action taken by the Bishop but the only defence which it offered was that the signatures of the Bishop to the deeds of transfer were not forged. This was readily disposed of by the Bishop in whose favour an order was made for the relief which he had claimed. The Bank, however, had issued, with leave, third party notices against, inter alia, the first and second appellants claiming that the first appellant was the sole proprietor of the brokers at all material times and that the second appellant having become a partner in the brokers on the 21st January 1974 without having given notice pursuant to the provisions of the Fraudulent Transfer of Businesses Ordinance Cap. 49 was liable for the debts and liabilities of the first appellant as at 21st January 1974. This was not disputed before us so that the appeal proceeded on the basis that the appellants were liable for the debts and liabilities of the brokers at relevant times. It was the Bank's case that by presenting the deeds of transfer the brokers had warranted that the signatures on the deeds of transfer were genuine and that the transactions evidenced by the instruments of transfer were of a genuine nature. It was on the basis of this warranty that the Bank sought to be indemnified against the loss occasioned to it by its liability to reinstate the Bishop as the holder of the shares in question. The Bank is

a corporation, created by the Hong Kong & Shanghai Bank Ordinance 1866 and continues to be incorporated by the Hong Kong & Shanghai Banking Corporation Ordinance Chapter 70. By section 4 of that Ordinance the regulations of the Bank for the time being in force replace the original deed of settlement. Section 4 also provides that the regulations shall be binding in all respects upon the Bank and upon all persons whatsoever, whether shareholders or not, and shall regulate the rights and liabilities of all the above persons inter se their heirs, executors, administrators, assigns or successors. The regulations claimed to be relevant to this case are regulations 46, 48 10 53 and 54. Regulation 46 reads as follows:

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“The Bank shall keep at its head office or at such other place as the board may approve and at any establishment where a local register of shares is kept records to be called ‘registers of transfers’ and therein shall respectively be fairly and distinctly entered particulars of every transfer or transmission of any shares on those respective registers. Such records may in the sole discretion of the board be copies of information maintained elsewhere with the sanction of the Board whether by devices for storing and processing of information or otherwise.”

20 Regulation 48 reads:

“The board may in its discretion and without assigning any reason therefor, refuse to register the transfer of any share to any person of whom it does not approve as transferee, or whilst the shareholder making the same is, either alone or jointly with any other person, indebted to the bank on any account whatsoever. The board may also refuse to register any transfer of shares on which the Bank has a lien; and the board shall also be entitled without assigning any specific reason therefore to refuse to register any transfer of shares made to a corporation, sole or aggregate or to a firm or to 30 a limited partnership or to any person, firm or corporation holding shares in trust or otherwise than in his or their own right, whether already a shareholder or not.”

Regulation 53 paragraph 1 reads:

“Save as provided in paragraph 2 shares in the Bank shall be transferred by an instrument under hand signed by the transferor and the transferee in the form set out in Appendix II or in any usual or common form which the board may approve.”

Regulation 53 paragraph 4 reads:

“Every instrument of transfer shall be left with the Bank or at any

other place from time to time designated by the board for registration in that one of the registers in which the shares are entered accompanied by the certificate of the shares to be transferred and such other evidence as the board or the deputed person or persons referred to in regulation 52 may require to prove the title of the transferor or his right to transfer the shares.”

Regulation 54 provides:

10

“Where the instrument of transfer has been so registered the transferee shall be and be deemed a shareholder and shall from the date of such registration be entitled to the same privileges and advantages and . . . be subject to the same liabilities in respect of the shares as the shareholder from whom he derived his title.”

20

The form of transfer set out in Appendix II of the rules provided for the following matters: the name and address of the transferor; the consideration; the name and address of the transferee; the number of shares to be transferred and an agreement by the transferee to take the shares subject to the conditions on which they had been held by the transferor; the form requires the signature of the parties but does not provide for their signatures to be witnessed. The forms of transfer which were actually used in this case with which I will deal later were provided by the Bank and required the signatures of the transferor and the transferee to be witnessed and for the witnesses to state their address and calling. The purported signatures of the Bishop and of WONG Kwan-man were purportedly witnessed by a Mr. WONG Man whose address and calling did not appear. The Bank then have a statutory duty to keep the register, a duty which entails registering as shareholders those whom they accept as shareholders under transfers which they may at their discretion accept or refuse. There was no duty to register these transfers made in the name of the Bishop. The Bank had a discretion so to do. It is perhaps unnecessary to note that there can never be a duty on the part of the registrars of a company to register forged transfers but the duty not to do so is owed, not to the public at large nor to a person presenting the forged transfer, but to the person whose interests will be immediately effected by the registration i.e. in this case to the owner whose signature as transferee has been forged.

30

40

It was the defence of the appellants throughout that at all material times they did not know of the forgery, acted bona fide and were not attesting or otherwise verifying parties to the signature of the Bishop. The appellants sought to contend that the Bank knew or ought to have known from the contents of the deeds of transfer that the signature of the Bishop had not been attested or verified by the brokers, that the Bank kept shareholders' specimen signatures and ought to have checked the signatures appearing on

10 the deeds of transfer against its record and were negligent in failing to make any adequate check or other inquiries. It was the appellants' case also that the Bank could have but did not defend the Bishop's action on the ground that the Bishop was negligent in causing or contributing to the loss by failing to notify the Bank of the theft of the certificates in question and failing to reply to the letter from the Bank by which it notified the Bishop of the intended transfer. The learned trial judge held that in the circumstances of the case a warranty on the part of the brokers was implied by law and that consequently the appellants were bound to indemnify the Bank against any loss it may suffer by reason of compliance with the request of Stanley Yeung Stock Brokers Co. It is against that decision that the appellants now appeal.

The grounds of appeal are that the learned trial judge erred in law in holding that a warranty was implied by law that the share transfer forms and the signatures thereon were genuine and that Stanley Yeung Stock Brokers Co. in presenting the same to the Bank for registration of transfer were bound to indemnify the Bank against the loss. The notice of appeal goes on to state:

"The appellants say that on the facts of the case no such warranty arose and will in particular rely on the following matters:

(i) The first appellant was acting merely as a conduit pipe for his customer and to the knowledge of the respondent, did not verify and was in no position to verify the signature of the transferor, and, also to the knowledge of the respondent did not act for the transferee or transferor in the sale and purchase of the shares. The first appellant never at any time purported to act for the purported transferor in any wise whatsoever.

(ii) The first appellant at all material times was acting bona fide and in the belief that the signatures on the transfer forms were genuine and knew that the respondent had a list of specimen signatures against which the respondent would be expected to check the transfer forms submitted.

(iii) As the learned judge found, the respondent did not or did not adequately check the signatures and should have noticed that they were forgeries.

(iv) The respondent acted on its own volition and pursuant to its own independent judgment on the genuineness of validity of the transfer forms and did not rely on the first appellant in this regard.

(v) There was on the part of the respondent no ministerial duty to act as it did and insofar as necessary the appellants will rely on the fact that the transfer form (which was in the form prescribed and/or authorised by statute) was not completely filled in and the

respondent could lawfully have refused to register the transfer until the form had been completely filled in. Furthermore if the respondent had (as it should have) adequately checked the signatures it would have noticed the forgery and would have a ministerial or other duty to reject transfer. Alternatively, the non-compliance with the statutory form of transfer imposed on the respondent a duty to refuse registration.”

10 It was a further ground of appeal that if there was any warranty implied by law at all it only arose where the Bank acted without any default on its own part; that the Bank was at fault on the facts of the case. A further ground of appeal relied on was that the learned judge erred in law in holding that a duty of care on the part of the Bank was a prerequisite in apportioning liability for contributory negligence and that alternatively on the learned judge’s findings of facts liability should have been apportioned.

The first matter for decision therefore is whether any warranty did arise in the circumstances of this case and if it did the nature of that warranty.

20 Cases in which such warranty or implied contract of indemnity was implied find their first crystallization in *Dugdale & Others v. Lovering*<sup>(1)</sup>. There the plaintiffs who were in possession of certain trucks claimed by the defendant and by others parted with the trucks to the defendant at the request of the defendant having earlier asked the defendant for an indemnity if they should deliver up the trucks to him. He did not answer them as to the indemnity but required them to deliver up the trucks to him. This they did. They were subsequently sued by the other party for conversion of the trucks. The claim proved well-founded and the plaintiffs were obliged to pay in settlement. They sought to recover the amount of the payment from the defendant upon an implied contract of indemnity. It was held following the doctrine laid down in *Betts v. Gibbins*<sup>(2)</sup> and *Toplis v. Grane*<sup>(3)</sup> that there was evidence of an implied promise to indemnify. Brett, J. stated the problem  
30 succinctly at page 198:

“It is clear from the correspondence that the plaintiffs delivered these trucks to the defendant upon the request of the defendant and it is also clear that they belonged in truth to the Kiveton Park Colliery Company, who have made the plaintiffs answerable for such delivery. Under these circumstances, does there arise an implied promise by the defendant to indemnify the plaintiffs?”

(1) (1875) L.R. 10 C.P. 196.  
(2) 2 Ad. & E. 57.  
(3) 5 Bing., N.C. 636.

In the course of his judgment he deals with the earlier cases of *Adamson v. Jarvis*<sup>(4)</sup>; *Humphreys v. Pratt*<sup>(5)</sup>; *Betts v. Gibbins*<sup>(2)</sup> and *Toplis v. Grane*<sup>(3)</sup> and examines the correspondence between the parties and goes on to say:

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“From these letters I think the jury might well have found that the plaintiffs were justified in believing and did believe that the defendant would indemnify them if they incurred liability. It is not necessary, however, in my opinion, to determine more than that the correspondence did not conclusively shew that the plaintiffs were not relying on an indemnity.”

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(continued)

10 Grove, J. had the following observations to make:

“I do not find that in these cases there is anything to show that the expressions must be limited to the case of agency. I should hesitate to say that in cases of this sort it can be an absolute proposition of law that the party making the request is bound to indemnify. Whether there is such an obligation must greatly depend on the circumstances of each individual case, the effect of which seems to be for the jury to determine. All I wish to be considered as deciding is that in the present case there was reasonable evidence for the jury of an implied contract of indemnity.”

20 In *Sheffield Corporation v. Barclay & Others*<sup>(6)</sup> the facts were remarkably similar to those in the present case save that there was no question of agency. The facts were that a banker in good faith sent to a corporation a transfer of corporation stock which purported to be executed by both of two registered holders in favour of the bankers nominee with a request to the corporation to register the stock in the name of the bankers nominee. The corporation in good faith acted upon this request and granted a fresh certificate to the bankers nominee who transferred the stock to third parties. The third parties were registered as holders. Afterwards it was discovered that the signature of one of the two registered holders of the stock had been forged by the other

30 and the one recovered against the corporation judgment whereby they were compelled to buy equivalent stock and register it in the name of the registered holder whose name had been forged and pay him missing dividends with interest. It was held that the banker was bound to indemnify the corporation against the liability to the victim of the forgery upon an implied contract that the transfer was genuine. The expression “both parties having acted bona fide and without negligence” appears in the headnote. This is not an expression which is used in the judgments. In the course of his judgment the Earl of Halsbury L.C. at page 396 had this to say:

(4) 4 Bing., 66.

(5) (1831) 5 Bli. (N.S.) 154.

(6) (1905) A.C. 392.

“Now, apart from any decision upon the question (it being taken for granted that all the parties were honest), I should have thought that the bank were clearly liable. They have a private bargain with a customer. Upon his assurance they take a document from him as a security for a loan, which they assume to be genuine. I do not suggest that there was any negligence – perhaps business could not go on if people were suspecting forgery in every transaction – but their position was obviously very different from that of the corporation. The corporation is simply ministerial in registering a valid transfer and issuing fresh certificates. They cannot refuse to register, and though for their own sake they will not and ought not to register or to issue certificates to a person who is not really the holder of the stock, yet they have no machinery, and they cannot inquire into the transaction out of which the transfer arises. The bank, on the other hand, is at liberty to lend their money or not. They can make any amount of inquiries they like. If they find that an intended borrower has a co-trustee, they may ask him or the co-trustee himself whether the co-trustee is a party to the loan, and a simple question to the co-trustee would have prevented the fraud. They take the risk of the transaction and lend the money. The security given happens to be in a form that requires registration to make it available, and the bank ‘demand’ – as, if genuine transfers are brought, they are entitled to do – that the stock shall be registered in their name or that of their nominees, and are also entitled to have fresh certificates issued to themselves or nominees. This was done, and the corporation by acting on this ‘demand’ have incurred a considerable loss.

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As I have said, I think if it were *res integra* I should think the bank were liable; but I do not think it is *res integra*, but is covered by authority.”

The Earl of Halsbury goes on to approve as a general principle of law that put forward by Mr. Cave in *Dugdale v. Lovering*<sup>(1)</sup> in the following terms:

“It is a general principle of law when an act is done by one person at the request of another which act is not in itself manifestly tortious to the knowledge of the person doing it, and such act turns out to be injurious to the rights of a third party, the person doing it is entitled to an indemnity from him who requested that it should be done.”

Lord Davey at page 399 put the matter in this way:

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“I think that the appellants have a statutory duty to register all valid transfers, and on the demand of the transferee to issue to

10 him a fresh certificate of title to the stock comprised therein. But, of course, it is a breach of their duty and a wrong to the existing holders of stock for the appellants to remove their names and register the stock in the name of the supposed transferee if the latter has, in fact, no title to require the appellants to do so. I am further of opinion that where a person invested with a statutory or common law duty of a ministerial character is called upon to exercise that duty on the request, direction, or demand of another (It does not seem to me to matter which word you use), and without any default on his own part acts in a manner which is apparently legal but is, in fact, illegal and a breach of the duty, and thereby incurs liability to third parties, there is implied by law a contract by the person making the request to keep indemnified the person having the duty against any liability which may result from such exercise of the supposed duty. And it makes no difference that the person making the request is not aware of the invalidity in his title to make the request, or could not with reasonable diligence have discovered it."

20 This he says is "the broad principle to be deduced from such as Humphrys v. Pratt<sup>(5)</sup>, Betts v. Gibbins<sup>(2)</sup>, Toplis v. Grane<sup>(3)</sup> and the other cases which have been cited". At page 401 of his judgment Lord Davey has this to say:

0 "In some cases it is a question of fact whether the circumstances are such as to raise the implication of a contract for indemnity; but in cases like the one now before your Lordships, when a person is requested to exercise a statutory duty for the benefit of the person making the request, I think that the contract ought to be implied. It matters not to the corporation whether A. or B. is the holder of stock, but to the purchaser who has paid his purchase — money or the banker who has lent money on the security of the stock it is of vital interest. The Court of Appeal distinguished the sheriff's cases on the ground that the request was to execute his duty in a particular manner. In the cases in question that was so. But I think the argument haeret in cortice, and is neither logical nor maintainable. It is difficult to imagine a case where a person should innocently request the sheriff to execute a writ which, though apparently regular, is in fact fictitious or invalid. If such a case be possible it would come within the exact words of Tindal C.J.; and I entertain no doubt that the person presenting the writ would be held liable to indemnify the sheriff. It does not seem to matter at what stage of the transaction the request to do

(2) 2 Ad. & E. 57.

(3) 5 Bing., N.C. 636.

(5) (1831) 5 Bli. (N.S.) 154



an act which turns out to be outside the officer's duty is made. In the present case, as pointed out by Mr. Bankes, the appellants ran no real risk until they issued the new certificate on the demand of the respondents."

At page 403 having expressly dissented from the view put forward by Lindley, J. (as he then was) in Anglo-American Telegraph Co. v. Spurling<sup>(7)</sup> he went on:

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"I dissent from the proposition that a person who brings a transfer to the registering authority and requests him to register it makes no representation that it is a genuine document, and I am disposed to think (though it is not necessary to decide it in the present case) that he not only affirms it is genuine, but warrants that it is so. I think that this is the result of the decision in Oliver v. Bank of England (1902) 1 Ch. 610, affirmed in this House under the name of Starkey v. Bank of England (1903) A.C. 114. It may be argued with some force that for this purpose no solid distinction can be made between the power of attorney through which the transfer of Consols is effected and the deed of transfer in the present case. Each of these instruments, it may be said, is put forward as evidence of the authority with which the person making the application professed to be clothed to request the removal of the stockholder's name and the substitution of another name in his place. But, however this may be, it is enough for the decision of this appeal to say that the deed of transfer was put forward as a genuine document, and the appellants were invited to act upon it as such.

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I am also of opinion that the authority keeping a stock register has no duty of keeping the register correct which they owe to those who come with transfers. Their only duty (if that be the proper expression) is one which they owe to the stockholders who are on the register. This point was decided by all the learned judges who took part in the decision of the first case of Simm v. Anglo-American Telegraph Co. (5 Q.B.D. 188) I will content myself with quoting the language of Cotton L.J. at page 214:

'The duty of the company is not to accept a forged transfer, and no duty to make inquiries exists towards the person bringing the transfer. It is merely an obligation upon the company to take care that they do not get into difficulties in consequence of their accepting a forged transfer, and it may

(7) 5 Q.B.D. 188.

be said to be an obligation towards the stockholder not to take the stock out of his name unless he has executed a transfer; but it is only a duty in this sense, that unless the company act upon a genuine transfer they may be liable to the real stockholder.'

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True it is that the appellants, following what is now the usual practice, gave notice of the transfer which had been brought in to the persons named as transferors, but they had no duty to do so, and it was done merely for their own protection. Experience in these cases shews, however, that it is a very poor protection."

Finally at page 404 he had this to say:

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"Lastly, my Lords, it was said by Romer L.J. that this is not an action on a warranty, and that a warranty and a contract of indemnity are distinct, one important difference being the period from which the Statute of Limitations would run. That, of course, is so, and the appellants admit that if they were suing on the warranty their action would be out of time. But I can see no legal reason why, in circumstances like those of the present case, it should not be held, if necessary, that the true contract to be implied from those circumstances is not only a warranty of the title, but also an agreement to keep the person in the position of the appellants indemnified against any loss resulting to them from the transaction. And I think that justice requires we should so hold. I agree with the Lord Chief Justice that, as between these two innocent parties, the loss should be borne by the respondents who caused the appellants to act upon an instrument which turned out to be invalid."

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It is noteworthy that in seeking to distinguish this case Mr. Litton did so upon two grounds: firstly, on the basis that his client the appellant was a mere conduit pipe, a bare agent for the transferee, and secondly on the basis that the bank were in default in that they might, had they bothered to inspect the signature specimen card in their possession relating to the Bishop, have discovered the forgery without difficulty. He emphasised particularly the words used by Lord Davey at page 399 of the report from which I have quoted "without any default" and suggested that in any event the warranty given was not the warranty of the appellants but the warranty of their principal the transferee. It is, in this connection, to be noted that the stock brokers request was for the new certificates to be returned to themselves and not to WONG Kwan-man. New certificates were in due course returned to them and not WONG Kwan-man. The stock brokers must have appeared to the Bank at any rate despite the absence of their chop from the transfer forms to have been acting in the ordinary course of business and in the eyes of the

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Bank the brokers may have had a very good reason for requesting that the certificates be returned to them rather than to the transferee. The Bank did so and requested the brokers to pay the transfer fees. Apparently the brokers did.

Again it is argued that the Bank, because of its regulations and because the transfer although in a form approved by the Bank did not bear the address and calling of the attesting witness, had a discretion to refuse them registration. From this Mr. Litton seeks to suggest that in registering them the Bank was not performing a ministerial duty in doing so. I do not think this follows.

- 10 The Bank had a ministerial duty to keep the register. In the purported but mistaken exercise of that duty it exercised its discretion at the request of the brokers to register the “transferee” as owner of the shares. In doing so it seems to me to be only logical to regard it acting pursuant to its ministerial and statutory duty.

- 20 It was the respondent’s submission that a broker putting forward shares to a company for transfer is deemed in law to furnish a contract of indemnity, on the basis that the transfers are genuine and if they turn out to be forged liability attaches to the brokers. Mr. Dicks referred to a number of textbooks in which that rule is formulated. The rule is baldly stated in Halsbury 4th Ed. Vol. 7 P.229 paragraph 414 under the heading “Forged Transfers”:

“A person who, innocently, and even without negligence, brings about the transfer is bound to indemnify the company against any liability to the owner of the shares who has been displaced by a forged transfer.”

The learned authors quote *Sheffield Corporation v. Barclay & Others*<sup>(6)</sup> as authority for this proposition and they also refer to *Starkey v. The Bank of England*<sup>(8)</sup>; *The Bank of England v. Cutler*<sup>(9)</sup>; *Welch v. The Bank of England*<sup>(10)</sup>.

- 30 Palmer 22nd Ed. Vol. 1 at page 406 para. 40-28 states the rule with more particularity in the following terms:

“A person, claiming under a forged transfer, who sends in and procures registration of the transfer and the issue of a fresh certificate is bound, though acting in good faith, to indemnify the company. On the same principle, where a stockbroker, acting innocently under a forged power of attorney from one of two

(6) (1905) A.C. 392.

(8) (1903) A.C. 114.

(9) (1908) 2 K.B. 208.

(10) (1955) Ch. D. 508, at 548.

trustees of stock, had induced the Bank of England to transfer the stock, he was held liable to indemnify the Bank of England as having impliedly warranted his authority to the Bank.”

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The use of the words “claiming under a forged transfer” seem to indicate the learned authors of Palmer were not prepared to go as far as the learned authors of Halsbury. Gore-Browne on Companies has this to say at page 379:

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10 “But estoppel cannot be invoked by a person who has presented for registration a forged transfer in his favour. Indeed such a person may instead be required by the company to reimburse it for any damages that it has been compelled to pay out to a third party under the estoppel principle.”

For this Gore-Brown quotes Sheffield Corporation v. Barclay<sup>(6)</sup> as authority. The learned author goes on:

20 “The proposition, just stated, that a company can claim reimbursement for any damages it has had to pay out on a forged transfer from the person who presented the transfer for registration, stems from the wider principle that a person presenting a transfer impliedly warrants that it is genuine and given with due authority. Thus, a broker who deposits a forged transfer in good faith is liable to the company for any loss it may suffer thereby.”

For this bold statement Sheffield Corporation v. Barclay<sup>(6)</sup> is again quoted as authority. The learned author continues:

“and, if a broker represents, whether in good faith or not, that he has authority to act for the supposed transferor when in fact he has not, he is liable to the company upon an implied warranty that he has authority.”

For this Starkey v. The Bank of England<sup>(8)</sup> is relied on. The question for decision appears to me however to be whether these three learned authors may be going too far in arguing, (insofar as they do) that a broker acting as a mere agent who puts forward a forged transfer on behalf of his principal is so liable. The use by Palmer of the phrase “claiming under a forged transfer” and the use by Gore-Browne of the words “in his favour” would appear to suggest some limitation on the phrase “the person who presented the transfer for registration”. The following passage appears in Halsbury 3rd Ed. Vol. 36

(6) (1905) A.C. 392.

(8) (1903) A.C. 114.

p.520 para. 788:

“Warranty of authority. A broker who represents himself as possessing the authority of his clients warrants the truth of that representation, and is liable in damages to any one who, relying upon the truth of it, acts to his detriment, whether by entering into a contract with the broker or otherwise.”

10 For this proposition Starkey v. The Bank of England<sup>(8)</sup> and Collen v. Wright<sup>(11)</sup> are quoted as authority. I do not consider that the cases based on warranty of authority are directly relevant to our considerations for in our case the brokers did not warrant that they were acting on the part of the Bishop whose signature was forged. If they warranted that they were acting on behalf of anyone it was on behalf of WONG Kwan-man. Their standard letter reads:

“We beg to enclose herewith the undermentioned certificates for . . . shares in your company with duly completed transfer deeds attached in favour of Mr. WONG Kwan-man and shall be glad if you will kindly effect the transfer and send to us the new certificates when ready.”

20 The certificates number and the name of the holder are inserted in the bottom of this letter. In the normal course of business stock brokers sending transfer documents to a company would send them on behalf of the transferee rather than on behalf of the transferor.

30 There are, then, two lines of authority. The one stemming from such cases as Collen v. Wright<sup>(11)</sup> to the effect that an agent warrants that he has the authority of his principal putting forward a share transfer. Starkey v. The Bank of England<sup>(8)</sup> is an example of this. The second line of authority stems from the early “sheriff” cases and runs through Dugdale v. Lovering<sup>(1)</sup> to culminate in Sheffield v. Barclay<sup>(6)</sup> is to the effect that a claimant under a forged transfer that is to say a person who would obtain benefit under the forged transfer if it were not forged, who presents the forged transfer to a company who registered it as a result is bound to indemnify the company. The question then is whether or not the authorities go so far to render liable a broker who presents a forged transfer on behalf of the transferee under a transfer to which the “transferors” signature is forged. Sheffield v. Barclay<sup>(6)</sup> appears to have been limited to the case of the person who “claimed the benefit under the forged transfer”, although there were in fact two respondents, Barclay & Co. Ltd. who forwarded the transfer to the Sheffield

(1) (1875) L.R. 10 C.P. 196.

(6) (1905) A.C. 392.

(8) (1903) A.C. 114.

(11) (1857) 8 E. & B. 647.

Corporation and Barclay who was registered as the new owner. This may be to make a distinction where there was little or no difference. Lord Halsbury ignores any such distinction in saying:

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“The bank which lent the money” (for which the stock was to be security) “sent the transfer to the proper officer of the corporation and demanded, as they were entitled to do if the transfer was a genuine one that they should be registered as the holders of the stock.”

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10 There was no distinction drawn between the two respondents in the argument and it was never suggested, as it is here, that the limited company was not a person “claiming under a forged transfer”. Is, then, a broker who presents a forged transfer as the appellants did here “a person claiming under a forged transfer” within the rule in Sheffield v. Barclay<sup>(6)</sup>? To put it another way did the brokers here by sending the forged transfer on behalf of WONG Kwan-man both acting in good faith, warrant not only that they had the authority of WONG Kwan-man but also that the transfer is genuine? Does their warranty go beyond a warranty of their authority to act and amount to a warranty of the authenticity of the document under which the act requested is to be performed? On their facts neither Sheffield v. Barclay<sup>(6)</sup> nor Starkey v. The Bank of England<sup>(8)</sup> is conclusive. No agent was involved in Sheffield v. Barclay<sup>(6)</sup>; it was the authority of the agent to act which was questioned in Starkey v. The Bank of England<sup>(8)</sup>. For in Starkey’s Case the broker mistakenly believed himself to be instructed by the stockholder. He was not because the power of attorney in his favour was forged. It was contended by counsel for the respondents that the Bank of England v. Cutler<sup>(9)</sup> brings the two lines of authority together. There the Bank of England before registering any transfer of stock required to be satisfied that the person claiming to transfer was the person entitled to the stock. The Bank of England kept a list of stockbrokers whose identification of intending tansferors would be accepted by them. They also accepted identifications made by some of their own staff or representatives of private banks. Cutler was one of the recognised stockbrokers. A woman, fraudulently personating another who was a registered holder of stock, secured an introduction to Cutler in the name of the holder of that stock, and instructed him to prepare a transfer. On Cutler’s introduction the personator attended and forged the holder’s signature at the bank Cutler identifying her as the holder. The stock was subsequently transferred to a purchaser bona fide and for value. The original stockholder claimed to be reinstated. The bank purchased stock of the like amount, transferred it to the original stockholder and sued the defendant

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(6) (1905) A.C. 392.

(8) (1903) A.C. 114.

(9) (1908) 2 K.B. 208.

for an indemnity. It was held that the proper inference of fact was that Cutler's request to the bank to permit the entry and registration of the forged transfer involved the legal consequence that the defendant contracted to indemnify the plaintiffs against any liability resulting therefrom. On the facts then the Bank of England v. Cutler<sup>(9)</sup> is almost on all fours with the present case. Vaughan Williams L.J. dissenting on the question as to whether or not a request to make the transfer was to be inferred from the broker's introduction had this to say: (at page 221)

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“Sheffield Corporation v. Barclay was decided on the ground that the transfer was put forward as a genuine document, and that the corporation was invited by the bank to act upon it as such. Sometimes the obligation to indemnify is implied in cases where the request is made by a person representing that he is an agent for another acting with authority, and it turns out that the alleged agent, who may himself have been deceived by forgery or otherwise, has no such authority. Oliver v. Bank of England is an instance of this class of case. Sometimes the obligation is implied in cases where the person entitled to be indemnified is a person who is called on to perform a ministerial duty, statutory, or common law. Sheffield Corporation v. Barclay and Attorney-General v. Odell are instances of this class. But in every case the ratio decidendi is the same; the warranty or promise of indemnity is based on a request made. It is true that the request need not be expressed in words, and that both the request and the promise of indemnity implied therefrom may be implied from conduct and circumstances, including the relation of the parties as one of the circumstances – including that is, in the present case that the defendant was one of a class of witnesses whose testimony the Bank of England was willing to accept and consider when satisfying itself as the ‘parliamentary bookkeepers of this fund’.”

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Farwell L.J. at page 232 had this to say:

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“Did the defendant make” ( a request) “here and represent that he made it on behalf of the true stockholder? He says himself that he was instructed to prepare a transfer and to put a ticket forward. I think the drawing up of this ticket, the taking it to the Bank, the payment of 2s. 6d. to get the transfer expedited and made ready on the same day, the attendance at the Bank with the proposed transferor, and the identification of the forger as the stockholder constitute, when taken together, as distinct a request to permit the transfer to be made in the books as the ‘demand to act’

(9) (1908) 2 K.B. 208.

10 under the power of attorney did in the case of Starkey v. Bank of England. He bases his finding on the accumulated facts there stated, and I see no object in discussing what would have been the case if this was an action against a person who had merely appeared to identify a transferor. I express no opinion on the point. But here the appellant is a broker whose ordinary course of business is to put forward transfers and carry them through. He is also on the Bank's list of privileged brokers, and as such knows that his identification will be accepted as sufficient. He puts forward the forger as the real Miss Pearson on the ticket in which he requests the Bank to prepare a transfer. He attends at the Bank on the execution of the transfer and identifies her, and otherwise acts for reward in the manner described by himself in his account as 'attending at the Bank for the purpose of transferring same', and in his book as 'transferring India 3½ per Cent. Stock.' He put forward and passed the transfer, using his privileged position to identify her."

At page 235 Kennedy L.J. had this to say:

20 "We are bound to take the law as it has been laid down by the House of Lords in Starkey v. Bank of England and later in Sheffield Corporation v. Barclay. The application of that law to the present case hangs, I think, in the particular circumstances upon the answer to one question – Is it true as a matter of fact that the defendant 'requested, directed, or demanded of' the plaintiffs (to use the language of Lord Davey) that they should permit the transfer in their books of the India stock which the true owner of that stock had not authorized? Or, to put the same question in a slightly differently form, did the defendant's conduct, as proved, in fact amount to such a request, direction or demand? If the question ought to be answered, as my brother A.T. Lawrence has answered it, in the affirmative, then there is, in the circumstances of the present case, nothing upon which, so far as regards the Plaintiffs' claim to indemnity, the defendant can successfully seek to base a defence."

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In Welch v. The Bank of England<sup>(10)</sup> the plaintiff, the victim of her co-trustee's forgery, sought in an action to have her name restored to the register as the holder of certain stocks; as to a number of the transactions she succeeded despite allegations of negligence on her part in that she had received notices of the transfers from the bank and had done nothing about them.

40 As to some of the transactions involved she failed because "she was deemed

(10) (1955) Ch. D. 508, at 548.



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to have had to control of the money before it passed into the account of her co-trustee". She could not succeed in respect of those transactions the proximate cause of which was her own negligence. It was only where her negligence was not directly connected with the loss and her conduct did not amount to an estoppel or ratification that she was successful. The defendants had brought in five separate parties as third parties alleging the same case against each of them namely that in respect of the particular transaction in which they were respectively concerned each of them individually had presented transfers to the defendants which were forged. The defendants were claiming accordingly that the presentation by a broker or jobber of a forged transfer to the bank imported an implied liability in respect of all costs, charges and expenses which the bank might suffer as a result of acting on their transfer. Harman, J. having quoted from that part of the judgment of Lord Halsbury in Barclay in which he cited the proposition advanced by Mr. Cave in Dugdale v. Lovering<sup>(1)</sup> which I have quoted earlier went on to say:

"Therefore the bank is entitled to an indemnity against the jobber who requested that they should register the transfer.

Lord Davey said:

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'There is implied by law a contract by the person making the request to keep indemnified the person having the duty against any liability which may result from such exercise of the supposed duty.'

Lastly, at the end of his speech, he described the indemnity as being 'against any loss resulting to them from the transaction.'

Therefore, for such damages as flow from the transaction of registering each forged transfer, the bank is entitled to an indemnity,

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That was contested by the third parties, four out of five of whom severally put in defences denying that the transfers were forged, and denying that, even if they were forged, they were bound to indemnify the bank.

When the action came on for trial, it was evident at an early stage that the issue was, first, the question of forgery, and, secondly, the question whether any negligence or ratification by the plaintiff disentitled her to relief; and it was also evident that the third parties were vitally interested in both questions, because in fact

(1) (1895) L.R. 10 C.P. 196.

they intimated that, when it came to third party proceedings, they would have nothing more to say. They agreed that Sheffield Corporation v. Barclay made it inevitable that they should give an indemnity.

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10 The bank fought the case in the interests of all third parties; in the case of three of them with success, and in the case of two of them the defences failed. But in the case of all of them the primary defence, namely, forgery, failed; and in the case of all of them the defence raised under the Limitation Act also failed. It is because, coming to equity, the plaintiff has, as I held, to submit to equitable principles that she failed in respect of four of the seven transactions.”

20 These findings and the rulings as to costs which follow them are a clear indication that Harman, J. is of the opinion that both jobbers and brokers presenting forged transfers, however innocently, are liable to indemnify even though presenting those transfers in good faith. He was in effect applying the Sheffield Corporation v. Barclay<sup>(6)</sup> rule to stockbrokers who acted merely as agents. This is only right. The bank’s attitude to a private individual presenting a document of transfer might well differ from its attitude to a stockbroker presenting such a transfer. It would not have done in this case since the learned trial judge found that the staff of the bank’s registry placed no stock on the personality on those who submitted requests for transfers. Nevertheless the stockbrokers here cannot, as Mr. Litton so strongly suggested, be regarded as a mere conduit pipe. I don’t think a mere messenger would be liable to indemnify but a stockbrokers are professional persons and have a responsibility to those with whom they deal. Again they asked that the new certificates should be issued to them. They got the new certificates. It was not for the bank to know that they had no financial interest. Without their intervention the transfers would not or might not have been effected. As professional men it is to be anticipated that they will as reasonable and prudent brokers not deal with transfers in the manner with which they were dealt here without assuring themselves of their authenticity. Therefore I would hold that in presenting the transfers the brokers gave the implied indemnity the bank claims.

40 I turn then to consider the question whether the action of the bank in accepting the transfers without checking on the specimen signature of the Bishop or in exercising their discretion to accept transfers which did not bear the addresses and calling of the attesting witness disbars them from claiming full relief. I cannot see that it does. They accepted the transfer without further reference to the stockbrokers. Their acceptance did not affect the action of the brokers in presenting the transfers. At the time of the bank’s

(6) (1905) A.C. 392.

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“negligence” the implied contract of indemnity was already in existence with all its terms and before I could hold that the bank’s “negligence” was an answer in whole or in part to their claim, I should have to imply a further term in the implied indemnity to the effect that transfers would not be acted upon until the bank had satisfied itself as to the authenticity of the signature of the transferee. Such an implied term has not been argued and would be impossible to argue, for it would be destructive of any implied indemnity. One does not indemnify against loss due to forgery and at the same time require the person indemnified himself to ensure that there has been no forgery. The “negligence” of the bank could not in any way have affected the action of the brokers in presenting the transfer and could not amount to an estoppel. Equally it could not amount to “default” in the sense in which that term was used by Davey, L.J. in Sheffield Corporation v. Barclay<sup>(6)</sup>. As I see it default there must amount to some form of complicity by a servant of the bank in the fraud and occur before or accompany the presentation of the transfers.

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A further question for consideration is whether the bank in defending the action taken against it could successfully have argued that the Bishop could not succeed because of his failure to reply to the bank’s letter warning of the impending transfer. I think this argument is fully answered by the comments on this point of Lord Esher M.R. in Barton v. London & N.W. Railway Co.<sup>(12)</sup> when he said at page 87:

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“With regard to the last transfer, of which notice was sent to the plaintiff, it is alleged that having disregarded such notice, she is estopped from saying that the transfer is bad, or if she is not estopped, that, as she is claiming equitable relief, if she misled the defendants by not answering their letter to that extent she is not entitled to such relief. This letter point does not, as it seems to me, arise, because in substance what she is claiming is to have the register made right, which is her legal right as a shareholder; and I cannot think that the circumstances bring the case within any kind of estoppel.”

Commenting on this and other authorities in Welch v. Bank of England<sup>(10)</sup> Harman, J. is quoted as saying:

“The direct cause of the loss was the felonious act by Maude in forging the defendants’ name on the transfer and the authorities to the brokers, and . . . it follows from the authorities that the negligence of the plaintiff not being directly connected with the loss is no part of her claim.” (sic)

(6) (1905) A.C. 392.

(10) (1955) 1 Ch. D. 508, 539.

(12) 24 Q.B.D. 77.

I take it that the last phrase should read “is no bar to her claim”. In our case equally the negligence of the Bishop in failing to reply to the warning letters was not directly connected with the loss and was no bar to his claim. It follows that the bank was correct in its decision not to rely on this negligence when defending the action by the Bishop.

*In the Supreme  
Court of  
Hong Kong  
High Court*

No. 13  
Judgment of  
the Court of  
Appeal  
Justice Leonard, J.  
26th Oct. 1977  
(continued)

10 There is finally to be considered the question whether the carelessness of the bank in failing to compare the forged signatures on the transfers with the Bishop’s specimen signature in their possession gives rise to any right in the brokers to have the bank contribute to their loss. The grounds of appeal in this regard read:

“3. That the learned judge erred in law in holding that a duty of care on the part of the respondent was a prerequisite in apportioning liability for contributory negligence.

4. That alternatively, on the learned judge’s own findings of fact, liability should have been apportioned.”

Ground 3 appears to me to be in error in that it quotes the learned judge out of context. What in fact he said was:

20 “The bank argues immediately that the suggestion is technically bad in that the doctrine of contributory negligence is limited to an action in tort whereas their action against the brokers lies in contract. But a question that needs to be dealt with first is whether the bank is under any duty of care to the brokers, for if there be no duty there can be no actionable negligence.” (my emphasis)  
“And that prior question has already been answered by Lord Davey in the Sheffield case where at p.403 he says:

‘I am also of opinion that the authority keeping a stock register has no duty of keeping the register correct which they owe to those who come with transfers. . . ’”

30 I would read the learned judge here as indicating that there could be no right in the brokers to claim relief in negligence against the bank in a claim based on an implied contract for indemnity unless negligence as distinct from contributory negligence was established. The appellants own pleading on this point is to be found in para. 9 of their defence which reads:

“Further and/or alternatively the defendant kept or ought to have kept records of its shareholders’ specimen signatures and ought to have checked the transferor’s signatures appearing on the Instrument of Transfer against its records before effecting any transfer. The defendant negligently failed to make any or any ade-

check and/or other enquiries and thereby caused or alternatively contributed to the matters complained of.”

There is no mention here of contributory negligence. There is no counterclaim based on negligence. The claim is that the loss was caused in whole or in part by the carelessness of the bank. This does not appear to me to provide any answer to the bank’s claim.

10 That claim is based on the implied agreement that the broker will indemnify the bank against any loss that may be occasioned to it by compliance with the brokers’ request and to give effect to the brokers pleading would involve the inclusion of a proviso in the implied agreement to the effect that the indemnity would be limited if the bank acted carelessly when complying with the precise terms of the request giving rise to the indemnity. This does not make sense.

20 If no such proviso is to be included in the implied agreement then necessarily any claim in respect of carelessness on the part of the bank must be based in negligence rather than in contributory negligence and be by way of counterclaim. As the learned judge has shown negligence could not in any event be established. I consider for these reasons that no question of contribution (which is in any event appropriate only where joint tortfeasors are involved) can arise.

I would dismiss this appeal with costs.

Mr. Litton, Q.C. & Mr. Denis Chang (Yung, Yu & Yuen) for appellants.  
Mr. Dicks (Johnson Stokes & Master) for respondent.

Civil Appeal No. 21 of 1977

*In the Court  
of Appeal  
High Court  
Hong Kong*

IN THE COURT OF APPEAL

(On Appeal from High Court Action No. 276 of 1976)

BETWEEN:—

STANLEY YEUNG KAI YUNG

*1st Appellant*

*(1st Third Party)*

STANLEY YEUNG & CO. LTD.

*2nd Appellant*

*(2nd Third Party)*

and

THE HONGKONG AND SHANGHAI BANKING  
CORPORATION

*Respondent*

*(Defendant)*

No. 14  
Judgment  
Order  
26th Oct. 1977

10 BEFORE THE HONOURABLE SIR GEOFFREY BRIGGS, CHIEF  
JUSTICE, THE HONOURABLE MR. JUSTICE PICKERING AND  
THE HONOURABLE MR. JUSTICE LEONARD IN COURT.

ORDER

Dated the 26th day of October, 1977.

20 UPON Motion by way of appeal from the Judgment dated the 11th day of March, 1977 made unto this Court by Counsel for the 1st and 2nd named Third Parties AND UPON hearing Counsel for the Defendant and for the 1st and 2nd named Third Parties AND UPON reading the said Judgment dated the 11th day of March, 1977 THIS COURT DID ORDER that the said appeal should stand for judgment AND the said appeal standing this day for judgment in the presence of Counsel for the Defendant and for the 1st and 2nd named Third Parties THIS COURT DOTH ORDER that the said Judgment dated the 11th day of March, 1977 be affirmed.

AND IT IS ORDERED that the 1st and 2nd named Third Parties do pay to the Defendant its costs occasioned by the said appeal, such costs to be taxed.

(SD.) S. H. MAYO  
Registrar.

IN THE COURT OF APPEAL  
(On Appeal from High Court Action No. 276 of 1976)

BETWEEN:

STANLEY YEUNG KAI YUNG

*1st Appellant  
(1st Third Party)*

and

STANLEY YEUNG & CO. LTD.

*2nd Appellant  
(2nd Third Party)*

and

THE HONGKONG AND SHANGHAI  
BANKING CORPORATION

*Respondent  
(Defendant)*

10

NOTICE OF MOTION FOR LEAVE TO APPEAL

TAKE NOTICE that the Court of Appeal will be moved on Wednesday, the 16th day of November, 1977 at 9:30 O'clock in the forenoon at the sitting of the Court, or so soon thereafter as Counsel can be heard, by Counsel on behalf of the abovenamed Appellants for:

- (1) an order that leave be granted to the Appellants to Appeal to Her Majesty the Queen in Her Privy Council from the judgment of this Honourable Court pronounced by the Court on the 26th day of October, 1977.
- (2) an order that the execution of the judgment against the Appellants be suspended pending the hearing and judgment of the appeal by Her Majesty the Queen in Her Privy Council.

20

Dated the 5th day of November, 1977.

DENIS CHANG  
Counsel for the Appellants.

To the abovenamed Respondent The Hongkong and Shanghai Banking Corporation and their Solicitors Messrs. Johnson, Stokes & Master, Hong Kong.

IN THE COURT OF APPEAL  
(On Appeal from High Court Action No. 276 of 1976)

BETWEEN:—

STANLEY YEUNG KAI YUNG

*1st Appellant  
(1st Third Party)*

STANLEY YEUNG & CO. LTD.

*2nd Appellant  
(2nd Third Party)*

and

THE HONGKONG AND SHANGHAI  
BANKING CORPORATION

*Respondent  
(Defendant)*

No. 16  
Notice of  
Application  
for Leave to  
Appeal  
5th Nov. 1977

10

NOTICE OF APPLICATION FOR LEAVE TO APPEAL

TAKE NOTICE that the Court of Appeal will be moved at 9:30 o'clock in the forenoon on Wednesday, the 16th day of November, 1977 or so soon thereafter as Counsel for the Appellants can be heard for leave to appeal to Her Majesty the Queen in Her Privy Council from the Judgment of this Honourable Court dated the 26th day of October, 1977 in accordance with the attached Notice of Motion.

Dated the 5th day of November, 1977.

(SD) YUNG YU YUEN & CO.  
Solicitors for the Appellants.

Order in  
Council  
Regulating  
Appeals from  
the Court  
of Appeal  
for Hong  
Kong to  
Her Majesty  
in Council  
1909 Rule 3.

20 To the abovenamed Respondent  
The Hongkong and Shanghai  
Banking Corporation and  
their solicitors,  
Messrs. Johnson, Stoke &  
Master, Hong Kong.



IN THE COURT OF APPEAL

(On appeal from High Court Action No. 276 of 1976)

BETWEEN:—

STANLEY YEUNG KAI YUNG

*1st Appellant  
(1st third Party)*

STANLEY YEUNG & CO. LTD.

*2nd Appellant  
(2nd third Party)*

and

THE HONGKONG AND SHANGHAI  
BANKING CORPORATION

*Respondent  
(Defendant)*

No. 17  
Order of  
the Court  
of Appeal  
granting leave  
to Appeal  
to the Privy  
Council  
16th Nov. 1977

10 BEFORE THE HONOURABLE SIR GEOFFREY BRIGGS, CHIEF  
JUSTICE, MR. JUSTICE PICKERING AND MR. JUSTICE LEONARD  
IN COURT

ORDER

UPON hearing Counsel for the Appellants and Counsel for the Respondent IT IS ORDERED that:—

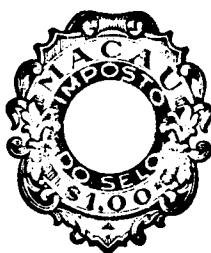
1. leave be grated to the Appellants to appeal to Her Majesty the Queen in Her Privy Council from the Judgment of this Court pronounced on the 26th day of October, 1977;
- 20 2. the Appellants do enter into good and sufficient security to the satisfaction of the Registrar in the sum of \$30,000.00 within one month from the date hereof for the due prosecution of the Appeal and the payment of all such costs as may become payable to the Respondent in the event of the Appellants' not obtaining an Order granting them final leave to appeal or of the Appeal being dismissed for non-prosecution or of Her Majesty in Council ordering the Appellants to pay the Respondent's costs of the Appeal;
3. the Record be prepared and dispatched to England within three months from the date hereof; and
4. costs of this application be costs in the Appeal.

30 Dated the 16th day of November, 1977.

(SD) S.H. MAYO (L.S.)  
Registrar.

# EXHIBITS

Nos termos da Lei não é permitido aumentar o número de linhas deste papel ou escrever nas suas margens.



*Exhibit 1*  
12 documents  
bearing  
signatures of  
Paul Jose'  
Tarvares,  
Bishop of  
Macau

Promessa de compra e venda e recebimento de sinal

O abaixo assinado, D. Paulo José Tavares, Bispo da Diocese de Macau, Chefe da Missão de Padroado Português do Extremo Oriente e Administrador dos Bens da mesma, domiciliado nesta Província, daqui em diante designado como 1º outorgante, declara que recebeu de Lou Teu Vê, também abaixo assinado, casado, comerciante e residente nesta cidade, daqui em diante designado como 2º outorgante, a quantia de \$20.000,00 (vinte mil patacas) como sinal de venda que pelo preço de \$52.000,00 (cinquenta e duas mil patacas) lhe promete fazer, eu à pessoa por ele indicada, de prédio N.º 10 da Calçada de Ste. Agostinho, pertencente à acima referida Missão, sendo a venda feita sob as seguintes condições:-

1ª - A venda será definitivamente realizada por escritura pública devidamente outorgada e assinada pelas duas partes interessadas dentro do prazo máximo de dois meses, a contar desta data, e no caso de o comprador desistir da compra do mencionado prédio, seja por que motivo fôr, o dinheiro de sinal será confiscado e revertido em favor da Missão.

2ª - Dentro do prazo indicado na condição anterior, o dinheiro de sinal não poderá ser restituído ao 2º outorgante, mesmo que seja em dôbre, comprometendo-se o 1º outorgante a não vender o prédio a outrem.

Em todo e omisso, regularão as disposições legais em vigor; e para todas as questões emergentes ambas as partes estipulam

*Exhibit 1*  
12 documents  
bearing  
signatures of  
Paul Jose'  
Tavares,  
Bishop of  
Macau

domicílio em Macau, com expressa renúncia de qualquer outro fôro.

Macau, 23 de Julho de 1970.

O vendedor - *Paulo José' Tavares, Bispo de Macau*

O co-vendedor - *António*

Tanto nomes - *António*

*Paulo José' Tavares*

D U P L I C A D O

Processo de compra e venda e recebimento de sinal

O abaixo assinado, D. Paulo José Tarvares, Bispo da Diocese de Macau, Chefe de Missão do Padroado Português do Extremo Oriente e Administrador dos Bens da mesma, do icillido nesta Província, da qual eu sou o 1º outorgante, declara que recebeu de Ona Lin Chi, também abaixo assinada, casada, doméstica e residente nesta cidade, daqui em diante designada como 2ª outorgante, a quantia de \$10.000,00 (dez mil patacas) como sinal de venda que pelo preço de \$20.000,00 (vinte mil patacas) promete fazer ao seu marido Lou Tou Vó, comerciante e domiciliado nesta Província, o qual se encontra por óra ausente em HongKong por motivo de negócio, do prédio nº 12 da Calçada de Sto. Agostinho, pertencente à acima citada Missão, sendo a venda feita sob as seguintes condições:-

1ª - A venda será definitivamente realizada por escritura pública devidamente outorgada e assinada pelas duas partes interessadas dentro do prazo máximo de dois meses, a contar desta data, e no caso de o comprador desistir da compra do mencionado prédio, seja por que motivo for, o dinheiro de sinal será confiscado e revertido em favor da Missão.

2ª - Dentro do prazo indicado na condição anterior, o dinheiro de sinal não poderá ser restituído à 2ª outorgante, mesmo que seja em câmbio, comprometendo-se o 1º outorgante a não vender o prédio senão ao seu marido acima mencionado.

Em todo o caso, regularão as disposições legais em vigor, e para todas as questões emergentes ambas as partes estipulam domici-

ccp/ua e/s au  
7/8/70

*Exhibit 1*  
12 documents  
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Paul Jose'  
Tarvaes,  
Bishop of  
Macau

lio em Macau, com expressa renúncia de qualquer outro fôro.

Macau, 6 de Agosto de 1970.

O vendedor -- Paulo José Tarvaes, Bispo de Macau

Pelo comprador -- 周健字

Testemunhas - António Galvão

Francisco L.S.

D U P L I C A D O

O original  
de 720.000,00 foi  
depois de  
leu 24/7/70  
afundado

Processo de compra e venda e recebimento de sinal

O abaixo assinado, D. Paulo José Tarvares, Bispo da Diocese de Macau, Chefe da Missão do Padroado Português do Extremo Oriente e Administrador dos Bens da mesma, domiciliado nesta Província, daqui em diante designado como 1º outorgante, declara que recebeu de Lou Tou Vá, também abaixo assinado, casado, comerciante e residente nesta cidade, daqui em diante designado como 2º outorgante, a quantia de 220.000,00 (vinte mil patacas) como sinal de venda que pelo preço de 550.000,00 (cinquenta e duas mil patacas) lhe promete fazer, ou é pessoa por ele indicada, do prédio N.º 10 da Calçada de Sto. Apóstinho, pertencente a acção referida Missão, sendo a venda feita sob as seguintes condições:-

1ª - A venda será definitivamente realizada por escritura pública devidamente outorgada e assinada pelas duas partes interessadas dentro do prazo máximo de dois meses, a contar desta data, e no caso de o comprador desistir da compra do mencionado prédio, seja por que motivo for, o dinheiro de sinal será confiscado e revertido em favor da Missão.

2ª - Dentro do prazo indicado na condição anterior, o dinheiro de sinal não poderá ser restituído ao 2º outorgante, mesmo que seja em dóbro, comprometendo-se o 1º outorgante a não vender o prédio a outrem.

Em todo o conseq. regularão as disposições legais em vigor, e para todas as questões emergentes ambas as partes estipulam

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Paul Jose'  
Tarvares,  
Bishop of  
Macau

domicilio em Macau, com expressa renúncia de qualquer outro fôro.

Macau, 23 de Julho de 1970.

O vendedor - + Paulo José Tarvares, Bispo de Macau

O comprador -

Testemunhas -

*[Handwritten signatures]*



Rabo de Peixe, 17. 7. 72

Res. m. A.  
Cinco A. Ngan

Apresento a sua última carta, bem como o dom-  
mundo e cartas mandadas pela Câmara de Leiria  
A. C.

Conto muito bem, e sinto-me muito melhor. Devo  
um dia fazer umas análises, e dar-lhes uma  
de facto está

Espero que o caso do P. Sordani se resolva o mais  
deprisa possível para que ele volte para Malaca.  
Quando ao resto, por aqui tudo corre bem  
e sem drama.

F. Lancelotti já me escreveu, notando-me sobre  
a viagem e as suas perspectivas.

Comprimos a A. C.

Lu. de J.

Paulo Tarvares

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Paul Jose  
Tarvares,  
Bishop of  
Macau

Rabo de Peixe, 4.8.72

Meu caro P. Cláudio S.

Agradeço a carta de 17 de Julho pp., bem  
como as notícias que me dá.

Compreendo a actual situação por que passa  
o nosso Seminário. É uma situação que Deus nos  
manda. Aceitamo-la com muita graça, na  
certeza de que virá dia melhor.

Peço-lhe para isso me continue no seu campo  
espiritual.

Quando voltar, gostaria de continuar a  
falar deste assunto.

No subterâneo, espero que nos alunos em  
seu no Seminário.

Comprimetos a todos  
em muita de graça -

Paulo, Tarvares

*Exhibit 1*  
12 documents  
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Paul Jose'  
Tarvares,  
Bishop of  
Macau

**DIOCESE DE MACAU**  
**PACO EPISCOPAL**

N.º.....

Macau, 29 de Janeiro de 1970

Rev.mo Senhor  
P.Tadeu Tang

Mando-lhe, junto, o resultado das averiguações a que as Autoridades de Macau procederam, quanto ao jornal "Mong Mong",

Quanto a V.Rev.ia, além do que a Polícia averiguou, tive conhecimento do seguinte: a) uma professora de uma escola católica disse que o jornal é da responsabilidade da cantoria de S.Lázaro, de que V.Rev.ia seria o director; b) algumas pessoas, que distribuíram o jornal à porta da igreja de S.Agostinho, disseram que a responsabilidade do jornal era do "Prefeito de Estudos do Seminário".

Não é necessário chamar-lhe a atenção para a gravidade deste facto. E ouço agora dizer que sairá um 2º número. Espero que não. Mas se sair, e V.Rev.ia continuar com o seu apoio, não pode contar com a minha benevolência e condescendência. O primeiro número do jornal pode ser fruto de leviandade e de imprudência. Mas persistir no mal seria muito grave. Pense e medite.

Com os melhores cumprimentos,

*Paulo J. Tarvares*

*Exhibit 1*  
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Tavares,  
Bishop of  
Macau

**DIOCESE DE MACAU**  
**PAÇO EPISCOPAL**

N.º.....

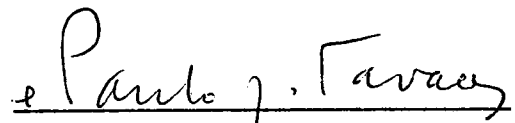
P R O V I S Ã O

D. PAULO JOSÉ TAVARES, por mercê de Deus e da Santa Sé Apostólica, Bispo de Macau.

Fazemos saber que, tendo o Revdo. Presbítero JULIO AUGUSTO MASSA, sido dado como incapaz para todo o serviço por parecer da Junta Provincial de Saúde, de 9 de Dezembro de 1971, confirmado pela Junta de Saúde de Revisão de Macau, de 13 de Dezembro do mesmo ano;

Havemos por bem, para efeitos de aposentação, desligar o referido sacerdote JÚLIO AUGUSTO MASSA, do Padroado Português no Extremo Oriente, para que fôra nomeado por Provisão Eclesiástica de 29 de Julho de 1946.

Dada em Macau, no Paço Episcopal, sob o Nosso Sinal e Selo de Armas, aos 31 de Dezembro de 1971.



+ Paulo José Tavares

Bispo de Macau

**DIOCESE DE MACAU**  
**PAÇO EPISCOPAL**

N.º .....

*Exhibit 1*  
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Tavares,  
Bishop of  
Macau

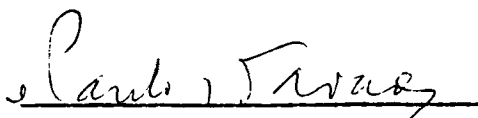
PROVISÃO

D. PAULO JOSE TAVARES, por merce de Deus e da  
Santa Sé' Apostólica, Bispo de Macau.

Fazemos saber que, tendo o Rev.do Sacerdote  
Juvenal Alberto Garcia, missionário desta diocese de  
Macau, Nos pedido a concessao de licenca graciosa, a  
que tem direito por contar mais de quatro anos de ser-  
co ininterrupto;

Havemos por bem conceder-lhe cento e cinquenta  
dias de licença graciosa, para serem gozados na terra  
da sua naturalidade, durante o ano de 1972, com os di-  
reitos que lhe são concedidos pela legislação em vigor  
contida no Diploma Legislativo Ministerial nº.4, de 28  
de Junho de 1952 e nos termos do Decreto nº.31:207, ar-  
tigo 28, de 5 de Abril de 1971.

Dada em Macau, no Paço Episcopal, sob o Nosso  
Sinal e Selo de Armas, aos 13 de Dezembro de 1971.



+ Paulo Jose Tavares  
Bispo de Macau

*Exhibit 1*  
12 documents  
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Tavares,  
Bishop of  
Macau

**DIOCESE DE MACAU**  
**PACO EPISCOPAL**

N.º .....

PROVISÃO

D. PAULO JOSÉ TAVARES, por mercê de Deus e da Santa Sé Apostólica, Bispo de Macau.

Fazemos saber que, por conveniência de serviço;

Havemos por bem encarregar, por esta Nossa Provisão, o Rev.do Padre Tadeu Tang da Missão de São Francisco Xavier, de Coloane.

A tomada de posse da Missão terá lugar no próximo domingo, dias seis do corrente.

Dada em Macau, no Paço Episcopal, sob o Nosso Sinal e Selo de Armas, aos 3 dias do mes de Setembro de 1970.

+ Paulo José Tavares

+ Paulo José Tavares  
Bispo de Macau

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Paul Jose'  
Tarvares,  
Bishop of  
Macau

**DIÓCESE DE MACAU**  
**PACO EPISCOPAL**

N.º.....

Macau, 30 maggio 1970

Eccellenza Reverendissima,

Anche se in ritardo, vengo a rispondere alla Sua lettera del 17 aprile u.s., che mi è stata inviata durante il mio recente viaggio in Portogallo.

Prima di darle una risposta, ho dovuto chiedere al P. Julio Massa la sua opinione, sul possibile insegnamento nel Seminario di Hongkong.

Le mando in fotocopia la sua risposta. Forse per esagerata umiltà, dice che non si sente preparato per insegnare filosofia in lingua inglese. Ma il P. Arquimino Costa, che lo conosce molto bene, potrebbe dare la sua opinione sul caso.

Da parte mia, non c'è nessuna difficoltà nell'inviare il P. Massa. E, come egli stesso dice che io decida di accordo con il bene della diocesi della Chiesa, se il P. Costa crede opportuno e desidera avere come professore in Hongkong il P. Massa, sono sicuro che non ci sarà nessuna difficoltà sull'allargamento.

Lieto dell'incontro e in unione di preghiere,

*Deu*  
*Paulo, Tarvares*  
*Bispo de Macau*

*Exhibit 1*  
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Paul Jose'  
Tavares,  
Bishop of  
Macau

**DIOCESE OF MACAU**  
澳門教區  
**BISHOP'S OFFICE**  
教務行政處

Nº.684

Paulo José Tavares  
Paço Episcopal  
Macau Far East

28th Nov., 1972.

The Bank of New York  
48 Wall Street  
New York, N.Y.10015

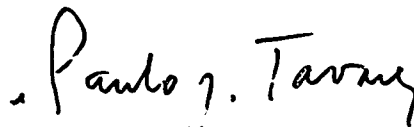
Dear Sir,

Re: Fairfield Fund, Inc.  
Certificate lost  
A/C Nº.Tav-201204-01

DEC 18 9 22 AM '72

Please be informed that the above mentioned Certificate has been lost or stolen. Kindly stop sale of the same and arrange to furnish me with a new one at your earliest convenience and oblige.

Very truly yours,



+ Paulo José Tavares

Bishop of Macau



**DIOCESE DE MACAU**  
**PACO EPISCOPAL**

N.º \_\_\_\_\_

Macau, 18 de Maio de 1970

*Exhibit 1*  
12 documents  
bearing  
signatures of  
Paul Jose'  
Tarvares,  
Bishop of  
Macau

Rev.mo Senhor  
P.Júlio A.Massa

Em carta de 17 de Abril pp., comunica-me o Senhor Bispo de Hongkong que vai ser restaurado no próximo ano lectivo o Seminário de Teologia naquela cidade.

Ele pediu ao P.Arquimínio Rodrigues da Costa para ser Prefeito de Estudos.

Em virtude desta sobrecarga de trabalho, e necessitando o P.Arquimínio dum ajuda, pede-me o Sr.Bispo Hsu os serviços de V.Rev.ia.

Como da minha parte não há nenhuma dificuldade, queira V.Rev.ia dizer-me o que pensa sobre o assunto.

Com os melhores cumprimentos,

+ Paulo, Tavares  
Bispo de Macau



THE HONGKONG AND SHANGHAI BANKING CORPORATION

(INCORPORATED IN HONG KONG WITH LIMITED LIABILITY) 0726

HONG KONG REGISTER

TRANSFER OF SHARES

AD VALOREM  
DUTY  
PAID  
D. J. ...  
ASST. COLLECTOR

0500  
STAMP DUTY

I, The Administrator in Hong Kong of the Catholic Mission  
of of Macao  
in consideration of VALUE RECEIVED  
paid to me by MR. WONG KWAN MAN  
of 2, KEK YUEN STREET EAST 4/F HONG KONG  
(herein called "the said transferee") do hereby transfer to the said transferee - 2121 -  
shares in The Hongkong and Shanghai Banking Corporation to hold unto the said transferee  
subject to the several conditions on which I hold the same : and I the said transferee do hereby  
agree to take the said shares subject to the conditions aforesaid.

As Witness our Hands the 15/5/73 day of  
one thousand nine hundred and

Signed by the said 大昌建築運輸有限公司  
in the presence of [Signature]  
Occupation [Signature]  
Address [Signature]

Signature of Paulo José Savary  
Transferor  
THE ASSISTANT REGISTER IN HONG KONG  
OF THE CATHOLIC MISSION OF MACAO

Signed by the said [Signature]  
in the presence of [Signature]  
Occupation [Signature]  
Address [Signature]

Signature of 黃坤文  
Transferee

certify that the sum of \$5,776  
has been paid in respect of Stamp Duty  
(U/R No. 16821)  
Asst. Collector

Registered in Hong Kong

N.B.—The Certificates of the Shares transferred must be surrendered with this Transfer. 5 MAY 1973  
Each Signature to be attested by at least one witness. Witnesses to state their address  
and calling.

FOR OFFICE USE ONLY

Transfer No. 73/18273 Entered by \_\_\_\_\_  
Old Certificate(s) No.(s) H 163014 Checked by \_\_\_\_\_  
Date \_\_\_\_\_

THE HONGKONG AND SHANGHAI BANKING CORPORATION  
(INCORPORATED IN HONG KONG WITH LIMITED LIABILITY)

AD VALOREM  
DUTY  
PAID  
D. J. ...  
ASST. COLLECTOR

HONG KONG REGISTER  
**TRANSFER OF SHARES**

STAMP DUTY PAID  
=0500

I, The Administrator in Hong Kong of the Catholic Mission of Macao  
in consideration of VALUE RECEIVED  
paid to me by MR. WONG KWAN MAN  
of 2 LEE YUEN STREET EAST 4/FL HONG KONG  
(herein called "the said transferee") do hereby transfer to the said transferee - 1928 -  
shares in The Hongkong and Shanghai Banking Corporation to hold unto the said transferee  
subject to the several conditions on which I hold the same : and I the said transferee do hereby  
agree to take the said shares subject to the conditions aforesaid.

As Witness our Hands the 1-5-73 day of  
one thousand nine hundred and

Signed by the said 大馬路 華運 松 上 律 公 司  
in the presence of [Signature]  
Occupation  
Address

Signature of Paulo Jose Favas  
of THE ADMINISTRATOR IN HONG KONG OF THE CATHOLIC MISSION OF MACAO  
Transferor

Signed by the said [Signature]  
in the presence of [Signature]  
Occupation  
Address

Signature of 黃 坤 文  
of [Signature]  
Transferee

I certify that the sum of £ 5248  
has been paid in respect of Stamp Duty  
(C/R No. 1682)  
Asst. Collector

Registered in Hong Kong

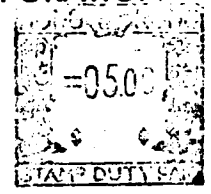
N.B.—The Certificates of the Shares transferred must be surrendered with this Transfer.  
Each Signature to be attested by at least one witness. Witnesses to state their address  
and calling.

FOR OFFICE USE ONLY

Transfer No. 73/18272 Entered by \_\_\_\_\_  
Old Certificate(s) No.(s) H 10009 Checked by \_\_\_\_\_  
Date \_\_\_\_\_

**THE HONGKONG AND SHANGHAI BANKING CORPORATION**  
(INCORPORATED IN HONG KONG WITH LIMITED LIABILITY)

**HONG KONG REGISTER**  
**TRANSFER OF SHARES**



AD VALOREM  
DUTY  
PAID  
D. J. [Signature]  
ASST. COLLECTOR

I, The Administrators In Hong Kong of the Catholic Mission  
of Macao  
in consideration of VALUE RECEIVED  
paid to me by MR WONG KWAN MAN  
of 2, LEE YUEN ST., EAST 4/F HONG KONG  
(herein called "the said transferee") do hereby transfer to the said transferee - 1418 -  
shares in The Hongkong and Shanghai Banking Corporation to hold unto the said transferee  
subject to the several conditions on which I hold the same: and I the said transferee do hereby  
agree to take the said shares subject to the conditions aforesaid.

As Witness our Hands the - 1 MAY 1973  
day of May  
one thousand nine hundred and seventy three

Signed by the said Paulo José Farany  
in the presence of [Signature]  
Occupation [Signature]  
Address [Signature]

Signature of Transferor  
Paulo José Farany  
THE ADMINISTRATORS IN HONG KONG  
OF THE CATHOLIC MISSION OF MACAO

Signed by the said [Signature]  
in the presence of [Signature]  
Occupation [Signature]  
Address [Signature]

Signature of Transferee  
[Signature]  
- 1 MAY 1973

I certify that the sum of 53928  
has been paid in respect of Stamp Duty  
(C/R No. 405)  
Asst. Collector [Signature]

Registered in Hong Kong

N.B.—The Certificates of the Shares transferred must be surrendered with this Transfer.  
Each Signature to be attested by at least one witness. Witnesses to state their address  
and calling.

FOR OFFICE USE ONLY

Transfer No. 73/1809 18204 Entered by [Signature]  
Old Certificate(s) No.(s) F76504 Checked by [Signature]  
Date [Signature]

Exhibit 3  
4 Documents  
bearing  
signature  
of Paul Jose  
Tarvaes

IN THE SUPREME COURT OF HONG KONG  
H I G H  
ORIGINAL JURISDICTION

ACTION NO. 276 of 1976.

Exhibit NO. 3.

Date : 30.11.76 X

Bispo de Macau  
澳門主教

Le no. 6. Curiente do Cabido,

Agradecido, a oferta de  
tradicional Palma do Domingo de Ramos,  
bem como o voto de uma Páscoa feliz, por  
retribuo de coração.

Macau, 16-IV-1973

+ Paulo Tarvaes  
Bispo de Macau

This Application must be completed and enclosed in triplicate.  
**APPLICATION FOR AN INSURED INVESTMENT ACCOUNT** 201204

This Application is subject to acceptance by the Assured Fund Underwriter.

Fairfield Fund, Inc.  
(Designated Investment Company)  
National Securities & Research Corporation  
(Assured Fund Underwriter)

Investment Data Corporation  
(Account Administrator)  
140 Sylvan Avenue  
(Address)  
Englewood Cliffs, New Jersey 07632  
(City) (State) (Zip)

Policy No: IMF-1022 TAV-201-204-01

The Undersigned hereby make(s) Application for an Insured Investment Account in accordance with the terms and provisions of the Insured Mutual Fund Redemption Value Program and upon the following information and authorizations:

1. Account Identification Information: The Investment of the Undersigned in Securities of the above-named Designated Investment Company is to be established exactly in accordance with the following information:

PAULO JOSE TAVARES  
name of applicant (please print or type)

name of applicant (please print or type)

PAPO EPISCOPAL  
street address

MACAU, FAR EAST.  
city/state/cip

IMPORTANT: If the Securities are registered in more than one name, check box which describes form of ownership:  
 Tenants in common  
 Tenants by entirety  
 Joint tenants with right of survivorship and not as tenants in common.  
 Other. Specify:

Social Security or Identifying Number  
If joint registration, to whom does number apply?

individual's name

2. If the Investment is a Single Payment Investment:

(a) Total amount of Investment: \$ 18,157.50 Minimum requirement: (\$ 3,000) (\$ 3,750) (\$ 4,500)  
(10 years) (12½ years) (15 years)

(b) Payment included with Application:  
 Check for \$ \_\_\_\_\_ payable to BANK OF NEW YORK  
10 shares of Fairfield Fund, Inc. ("Authorization to Register Shares" Application Also Required.)

3. If the Investment is an Installment Payment Investment:

(a) Total Installment Investment to be made: \$ \_\_\_\_\_ (Minimum requirement: (\$ 6,200) (\$ 7,700) (\$ 9,200)  
(10 years) (12½ years) (15 years))

(b) Amount of Monthly Installment Payment: \$ \_\_\_\_\_ (Minimum requirement: \$250 initially, \$50 monthly)

(c) Initial Payment(s) included with this Application:  
 Check for \$ \_\_\_\_\_ payable to National Securities & Research Corporation  
10 shares of Fairfield Fund, Inc. ("Authorization to Register Shares" Application Also Required.)

4. Term of Insured Investment Account: 10-12½-15 years. (circle appropriate term) TO 12C 5/9/72

The Undersigned confirm(s) receipt of a current prospectus, relating to the Securities of the above-named Designated Investment Company, and of a copy of the Program Prospectus dated April 19, 1971.

Date: MAR. 6 1972

READ CAREFULLY THE REVERSE SIDE  
OF THIS APPLICATION

(signature) Paulo J. Tavares  
(signature) All co-owners must sign.

DEALER INFORMATION

T. S. ...  
representative's name/number

street address if other than firm address

city/state/cip

FINANCE ADVISORY & MANAGEMENT  
firm name/number  
1433 CENTRAL BLDG. "C"  
street address

city/state/cip HONG KONG

By: [Signature]  
signature

Accepted by Fund Underwriter or Plan Underwriter

By: Investment Data Corporation

Account Administrator, as agent

By: [Signature]  
(authorized signature)

Date of Acceptance: 5/11/72

Terr.	Dealer	Branch	State	Class	By
<u>24</u>	<u>Y272</u>	<u>000</u>	<u>7.5</u>	<u>690</u>	

Exhibit 3  
4 Documents  
bearing  
signature  
of Paul Jose  
Tarvaes



7.10.72

TRANSPORTES AÉREOS PORTUGUESES

Res<sup>va</sup> h.  
Cunyo A. Ngan

Já estão em viagem.  
Vão ser o dia exacto da minha  
chegada a Hong Kong. Quando o senhor  
mandar-me um telegrama  
para já, espero chegar lá para  
17 ou 18 do corrente.  
Terei de esperar muito tempo pela  
passagem, de Lisboa, mas chego.  
Cumprimentos a todos.

M. de  
Paulo, Tarvaes



**DIOCESE DE MACAU**  
**PAÇO EPISCOPAL**

N.º.....

*Exhibit 3*  
4 Documents  
bearing  
signature  
of Paul Jose'  
Tarvares

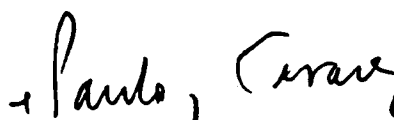
PROVISÃO

D. PAULO JOSÉ TAVARES, por mercê de Deus e da  
Santa Sé Apostólica, Bispo de Macau.

Fazemos saber que, tendo de ausentar-Nos de Macau,  
por algum tempo, e rím de tomarmos parte na reunião da Con-  
ferência Episcopal da Metrópole;

Havemos por bem encarregar do Governo da Diocese  
de Macau, durante a Nossa ausência, o Revdo. Chantre Antó-  
nio André Ngan, Nosso Vigário-Geral, delegando nêle a neces-  
sária jurisdição e as faculdades decenais que Nos é lícito  
subdelegar.

Dada em Macau, no Paço Episcopal, sob o Nosso Si-  
nal e Sêlo de Armas, aos 19 dias do mês de Abril de 1973.

  
+ Paulo José Tavares  
Bispo de Macau

*Exhibit 4*  
Impression of  
one Chop (Lab.  
No.FF3272)

THE ADMINISTRATOR IN HONG KONG  
OF THE CATHOLIC MISSION OF MACAU

THE ADMINISTRATOR IN HONG KONG  
OF THE CATHOLIC MISSION OF MACAU

THE ADMINISTRATOR IN HONG KONG  
OF THE CATHOLIC MISSION OF MACAU

THE ADMINISTRATOR IN HONG KONG  
OF THE CATHOLIC MISSION OF MACAU

THE ADMINISTRATOR IN HONG KONG  
OF THE CATHOLIC MISSION OF MACAU

THE ADMINISTRATOR IN HONG KONG  
OF THE CATHOLIC MISSION OF MACAU

Exhibit 5  
Specimen  
signature of  
Paul Jose'  
Tarvares

Specimen Signature(s)	18	No
+ Paul Jose' Tarvares		(ir
THE ADMINISTRATION IN HONG KONG OF THE CATHOLIC MISSION OF MACAO		Ac

*Specimen Signature*

Exhibit 6  
Impression  
of one Chop  
(Lab. No.  
DPH1970)

THE ADMINISTRATOR IN HONOR  
OF THE CATHOLIC MISSION OF MACAO

THE ADMINISTRATOR IN HONOR  
OF THE CATHOLIC MISSION OF MACAO

THE ADMINISTRATOR IN HONOR  
OF THE CATHOLIC MISSION OF MACAO

THE ADMINISTRATOR IN HONOR  
OF THE CATHOLIC MISSION OF MACAO

THE ADMINISTRATOR IN HONOR  
OF THE CATHOLIC MISSION OF MACAO

THE ADMINISTRATOR IN HONOR  
OF THE CATHOLIC MISSION OF MACAO

**Exhibit 7  
Magnified  
photographs  
of Signatures**

IN THE SUPREME COURT OF HONG KONG  
HIGH JUDICATURE  
ACTION NO. 276 of 1976  
EXHIBIT NO. 7  
DATE: 5.1 DEC 1976 *W*

---



**FORENSIC DIVISION  
GOVERNMENT LABORATORY.**

CCC/338 181/76  
(Previously CCC/KH3 135/74)  
FP 246/76; 3211/72  
DH 1863, 1970

Exhibit 7  
Magnified  
photographs  
of Signatures

Paula Jean Tamm

Known Genuine  
Signature

Paula Jean Tamm

Known Genuine  
Signature

Paula Jean Tamm

QUESTIONED  
SIGNATURE

Questioned  
Signature

Paula Jean Tamm

Questioned Signatures

Carlo Joe' Savary  
Carlo Joe' Savary  
Carlo Joe' Savary

Carlo Joe' Savary  
Carlo Joe' Savary

Carlo Joe' Savary  
Carlo Joe' Savary

Exhibit 7  
Magnified  
photographs  
of Signatures

Exhibit 7  
Magnified  
photographs  
of Signatures

Known Genuine  
Signatures

X 2

Questioned Signatures

43/2  
+ Paulo José Laverses

Julho de 1970.

+ Paulo José Tavaras,

*Paulo José Tavaras*

Julho de 1970.

+ Paulo José Tavaras,

*Paulo José Tavaras*

Agosto de 1970.

+ Paulo José Tavaras,

*Paulo José Tavaras*

22/1  
+ Paulo José Tavaras

THE ADMINISTRATOR IN HONG KONG

Known Genuine  
Stamp Impressions

THE ADMINISTRATOR IN HONG KONG  
OF THE CATHOLIC MISSION OF MACAO

THE ADMINISTRATOR IN HONG KONG  
OF THE CATHOLIC MISSION OF MACAO

22/1  
+ Paulo José Tavaras

THE ADMINISTRATOR IN HONG KONG  
OF THE CATHOLIC MISSION OF MACAO

22/1  
+ Paulo José Tavaras

THE ADMINISTRATOR IN HONG KONG  
OF THE CATHOLIC MISSION OF MACAO

22/1  
+ Paulo José Tavaras

THE ADMINISTRATOR IN HONG KONG  
OF THE CATHOLIC MISSION OF MACAO

22/1  
+ Paulo José Tavaras

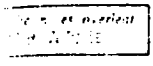
THE ADMINISTRATOR IN HONG KONG  
OF THE CATHOLIC MISSION OF MACAO

Questioned Stamp  
Impressions

22/1  
+ Paulo José Tavaras

THE ADMINISTRATOR IN HONG KONG  
OF THE CATHOLIC MISSION OF MACAO





4110048 J.R.-B.R. 57

Form No. 406523

FORM 1(c)  
表格第一(丙)款  
BUSINESS REGISTRATION REGULATIONS  
商業登記條例

Certified True Copy

Application by firm or by other body unincorporate for registration of business(es)  
carried on by such body in the Colony  
有限公司或其他未經註冊有限公司之機構在本港營業  
(P. Lert YING)  
Commissioner of Inland Revenue

SECTION A.  
甲 段

I am a partner in the possession of the Business Registration Ordinance. I do hereby certify that the particulars set out below and on the reverse of this form are true and that they constitute a complete record of business carried on in the Colony by the firm of which I am a partner and of all places in the Colony at which such businesses are carried on, and that I have listed on the reverse all the partners of the said firm.

20 Nov. 1975

- 本表格(包括二張)填妥後,應令其齊備。
- 為免受罰,應即向稅務局呈交。
- 商業註冊費每年繳交二十五元。
- 如有更改地址,或業務其他事項變更時,應即向稅務局報告。

Signed: *[Signature]*  
簽名  
Name: MICON FAN  
(in BLOCK LETTERS 正楷書寫)  
姓名  
Capacity in which signing: *[Signature]*  
職位 (i.e. partner, manager, agent, etc.)  
即股東、司理人或代理人等  
Residential address: *[Address]*  
住址  
Date: *[Date]*  
日期



(1)(a) Name under which carried on: STALEY YEUNG STOCK BROKERS CO  
(in BLOCK LETTERS 正楷書寫)  
(b) Address of principal place of business: *[Address]*  
(c) Description and nature of business: *[Description]*  
(d) Date commenced: *[Date]*

(2)(a) Name under which carried on: *[Name]*  
(in BLOCK LETTERS 正楷書寫)  
(b) Address of business: *[Address]*  
(c) Description and nature of business: *[Description]*  
(d) Date commenced: *[Date]*

(3)(a) Name under which carried on: *[Name]*  
(in BLOCK LETTERS 正楷書寫)  
(b) Address of business: *[Address]*  
(c) Description and nature of business: *[Description]*  
(d) Date commenced: *[Date]*

(N.T.O. 請閱背頁)

Exhibit 8  
B.R.C.  
No.406523  
(Business  
Registration  
Certificate)

442) Name: in BLOCK LETTERS: WAI TAI HUI YOUNG & Co. Ltd.  
 姓名 (正冊商號):  
 443) Address: .....  
 地址:  
 444) Identity Card Number or Passport Number: None  
 身分證號碼或護照號碼  
 445) Residential address: .....  
 住宅地址:

442) Name: in BLOCK LETTERS: MIMI FAN 496523  
 姓名 (正冊商號):  
 443) Address: .....  
 地址:  
 444) Identity Card Number or Passport Number: F 3711 P  
 身分證號碼或護照號碼  
 445) Residential address: Room 101, Block 1, Phase 1, Shing Yee Estate, Hong Kong.  
 住宅地址: C. Block, Fourth Phase, Shing Yee Estate, Hong Kong.

442) Name: in BLOCK LETTERS: LUK YUEN YEE  
 姓名 (正冊商號):  
 443) Address: .....  
 地址:  
 444) Identity Card Number or Passport Number: F 371143  
 身分證號碼或護照號碼  
 445) Residential address: 26-118 TAU MAU ROAD 1/F  
BLOCK 'B' FLAT 101, KOWLOON

~~442) Name: in BLOCK LETTERS: TSANG CHIO WAIH (SANG)  
 姓名 (正冊商號):  
 443) Address: .....  
 地址:  
 444) Identity Card Number or Passport Number: A 94300  
 身分證號碼或護照號碼  
 445) Residential address: 17 CHEUNG WONG ROAD 1/F  
FLAT 'A-C' MENT HOK, KOWLOON~~

442) Name: in BLOCK LETTERS: .....  
 姓名 (正冊商號):  
 443) Address: .....  
 地址:  
 444) Identity Card Number or Passport Number: .....  
 身分證號碼或護照號碼  
 445) Residential address: .....  
 住宅地址:

SECTION B. 乙 款  
For official use only 本處專用

NEW APPLICATION	
Registered on <u>7 FEB 1977</u>	
Plate cut on <u>7 FEB 1977</u>	
D.N. Cert. issued on <u>7 FEB 1977</u>	
Plate Register entered on .....	

NOTES  
附註

(These notes are for guidance in completing the form but do not form part of it)  
 此等附註僅為填寫本表時之參考，並不構成表之一部份。

Note 1: The form must be completed in DUPLICATE by a partner, manager or other official and returned to the Business Registration Office, Inland Revenue Department, P.O. Box 132, H.K.  
 1. 本表須由合夥人、經理人或其他負責人員填寫二份，並交回香港郵箱132號香港稅務局商業登記處。

Note 2: If the name of firm or other body is changed, the form must be completed in duplicate and returned to the Business Registration Office.  
 2. 如商號或公司名稱有更改，本表須填寫二份，並交回商業登記處。

Note 3: If the person filling in this form in the firm or other body. (See also Note 1).  
 3. 如填寫本表之人士在該商號或公司擔任職務，參閱附註一。

Note 4: If more than one firm is carried on at the same address, separate entries must be made. If the space on the form is insufficient, a separate sheet must be used.  
 4. 若在同一地址經營多間商號，須分別列明。如表格內之空白不足填寫時，請另紙填寫。

Note 5: If the applicant is made by a body incorporated which is not a firm. If there are more partners than can be...

IN THE SUPREME COURT OF HONG KONG  
HIGH COURT

List of  
Agreed bundle  
of documents  
between  
Plaintiff &  
Defendant

----

Between

The Administrator in Hong Kong of  
the Catholic Mission of Macao Plaintiff

and

The Hongkong and Shanghai Banking  
Corporation Defendant

and

Stanley Yeung Kai Yung	1st Third Party
Stanley Yeung & Co., Ltd.	2nd Third Party
Moon Fan	3rd Third Party
Luk Yuen Yee	4th Third Party
Tsang Chiu Wah (Samuel)	5th Third Party

and

Ng Kwok-Ling	1st Fourth Party
Wong Kwan-Man	2nd Fourth Party

-----

AGREED BUNDLE OF DOCUMENTS AS BETWEEN  
PLAINTIFF AND DEFENDANT

1. Share Certificate No. GQ00004 for 7,090 shares of \$25 each in  
The Hongkong and Shanghai Banking Corporation.
2. Share Certificate No. F76504 for 1418 shares of \$25 each in  
The Hongkong and Shanghai Banking Corporation.
3. Share Certificate No. H100009 for 1928 shares of \$25 each in  
The Hongkong and Shanghai Banking Corporation.
4. Share Certificate No. H163014 for 2121 shares of \$25 each in  
The Hongkong and Shanghai Banking Corporation.
5. Specimen signature of Paulo Jose Tavares.

- 1 -

List of  
Agreed bundle  
of documents  
between  
Plaintiff &  
Defendant  
(continued)

6. Instrument of Transfer dated 1st May, 1973, in respect of 7090 shares of \$25 each in The Hongkong and Shanghai Banking Corporation.
7. Instrument of Transfer dated 1st May, 1973, in respect of 1418 shares of \$25 each in The Hongkong and Shanghai Banking Corporation.
8. Instrument of Transfer dated 5th May, 1973, in respect of 1928 shares of \$25 each in The Hongkong and Shanghai Banking Corporation.
9. Instrument of Transfer dated 5th May, 1973, in respect of 2121 shares of \$25 each in The Hongkong and Shanghai Banking Corporation.
10. Letter dated 3rd May, 1973, from Stanley Yeung Stock Brokers Company to The Registrar, The Hongkong and Shanghai Banking Corporation.
11. Letter dated 9th May, 1973, from Stanley Yeung Stock Brokers Company to The Hongkong and Shanghai Banking Corporation.
12. Letter dated 1st June, 1973, from The Hongkong and Shanghai Banking Corporation to Stanley Yeung Stock Brokers Company.
13. Letter dated 2nd June, 1973, from The Hongkong and Shanghai Banking Corporation ("Defendant") to The Administrator in Hong Kong of the Catholic Mission of Macao ("Plaintiff").
14. Letter dated 8th June, 1973, from The Hongkong and Shanghai Banking Corporation to Stanley Yeung Stock Brokers Company.
15. Letter in Portuguese dated 10th October, 1973, from Plaintiff to Defendant together with English translation.
16. Letter dated 2nd November, 1973, from Defendant to Plaintiff.
17. Letter in Portuguese dated 6th November, 1973, from Plaintiff to Defendant together with English translation.
18. Letter in Portuguese dated 12th November, 1973, from Plaintiff to Defendant together with English translation.
19. Letter dated 13th November, 1973, from Defendant to Plaintiff.

- 2 -

20. Letter dated 16th November, 1973, from Plaintiff to Defendant.
21. Letter dated 22nd November, 1973, from Defendant to Plaintiff.
22. Letter dated 28th February, 1974, from Plaintiff to Defendant.
23. Letter dated 8th March, 1974, from Defendant to Plaintiff.
24. Letter dated 17th September, 1974, from Plaintiff to Commissioner of Police.
25. Search Warrant dated 25th September, 1974.
26. Letter dated 2nd October, 1974, from Commissioner of Police to Plaintiff.
27. Letter dated 12th October, 1974, from Plaintiff to Commissioner of Police.
28. Letter dated 1st November, 1974, from Commissioner of Police to Plaintiff.
29. Letter dated 1st November, 1974, from Commissioner of Police to Defendant.
30. Letter dated 20th December, 1974, from Plaintiff to Defendant.
31. Letter dated 8th January, 1975, from Defendant to Plaintiff.
32. Letter dated 30th April, 1975, from Plaintiff to Defendant.
33. Letter dated 6th May, 1975, from Defendant to Plaintiff.
34. Letter dated 9th September, 1975, from Defendant to Plaintiff.
35. Letter dated 13th September, 1975, from Defendant to Plaintiff.
36. Letter dated 31st October, 1975, from Plaintiff to Defendant.
37. Letter dated 7th November, 1975, from Defendant to Plaintiff.
38. Letter dated 8th January, 1976, from Messrs. Woo, Kwan, Lee & Lo to Defendant.
39. Letter dated 8th January, 1976, from Messrs. Woo, Kwan, Lee & Lo to Messrs. Johnson, Stokes & Master.

List of  
Agreed bundle  
of documents  
between  
Plaintiff &  
Defendant  
(continued)

List of  
Agreed bundle  
of documents  
between  
Plaintiff &  
Defendant  
(continued)

40. Letter dated 8th January, 1976, from Messrs. Johnson, Stokes & Master to Messrs. Woo, Kwan, Lee & Lo.
41. Letter dated 11th October, 1976, from Messrs. Woo, Kwan, Lee & Lo to Commissioner of Police.
42. Letter dated 13th November, 1976, from Messrs. Woo, Kwan, Lee & Lo to Commissioner of Police.

IMPORTANT: Upon receipt of this Certificate please read the attached Instructions slip.  
 Until 9th April, 1965 only, the forms on the reverse side are available for use in accordance with the instructions to secure registration of the shares in names other than those shown in the Certificate. After 9th April, 1965 the shares can be transferred only by instrument of transfer in the usual form.

No G 00004

THE HONGKONG AND SHANGHAI BANKING CORPORATION

Hong Kong Register

AX 070900



INCORPORATED IN HONG KONG WITH LIMITED LIABILITY

*This is to Certify that*

Joint Holder(s) (if any):

ADMINISTRATOR IN HONGKONG OF THE  
 CATHOLIC MISSION OF MACAO

has/have been allotted

NUMBER OF SHARES  
 -7,090-

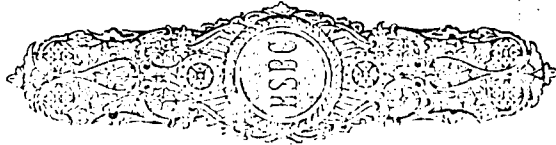
THOUSANDS	HUNDREDS	TENS	UNITS
SEVEN	NIL	NINE	NIL

Shares of \$25.00 each, fully paid, in The Hongkong and Shanghai Banking Corporation, subject to the terms and conditions of the Ordinance and Regulations of the Corporation, and that unless the right to such shares has been effectively renounced on or before the 9th April, 1965, the person(s) named above will on that date become the registered proprietor(s) of such shares.

Given under the Common Seal of the Corporation,  
 Hong Kong, this 12th day of MARCH 1965

*[Signature]*  
 Assistant

Director



Registered  
 12/3/65

List of  
 Agreed bundle  
 of documents  
 between  
 Plaintiff &  
 Defendant  
 No. 1

List of  
Agreed bundle  
of documents  
between  
Plaintiff &  
Defendant  
No. 2

*The Corporation will not transfer any shares without the production of a Certificate relating to such shares and the Certificate must be surrendered before any instrument of Transfer whether for the whole or any portion thereof can be registered or a new Certificate issued in exchange.*

Hong Kong Register. No. F-7650437

**THE HONGKONG AND SHANGHAI BANKING CORPORATION**  
INCORPORATED IN HONG KONG

200,000,000 DOLLARS IN CAPITAL  
4,000,000 SHARES OF 25 DOLLARS EACH

INCORPORATED IN HONG KONG WITH LIMITED LIABILITY

**This is to Certify that** THE ADMINISTRATOR IN HONGKONG OF THE CAPITAL  
ISSUES OF HONG

*is the Proprietor of ONE THOUSAND FOUR HUNDRED AND EIGHTEEN \_\_\_\_\_ shares in*

*The Hongkong and Shanghai Banking Corporation, upon which the sum of \$25*

*a share has been paid up, subject to the terms and conditions of the*

*Ordinance and Regulations of the Corporation.*

*Given under the Common Seal of the Corporation*

*Hong Kong this 15th day of MARCH 1905*

*[Signature]*  
Chief Accountant

*[Signature]*  
Director

Registered  
Entered



HONG KONG REGISTER  
No. **H 10009**



Number of Shares  
**249,928**

7/19/1971

# THE HONGKONG AND SHANGHAI BANKING CORPORATION

INCORPORATED IN HONG KONG WITH LIMITED LIABILITY

THIS IS TO CERTIFY that THE ADMINISTRATOR IN HONGKONG OF THE CATHOLIC MISSION OF MACAO ✓

*Rayo Episcopal  
Macao*

is/are the Registered Proprietor(s) of \*\*\* ONE THOUSAND NINE HUNDRED AND TWENTY EIGHT \*\*\* shares of \$25 each fully paid of THE HONGKONG AND SHANGHAI BANKING CORPORATION subject to the terms and conditions of the Ordinance and Regulations of the Corporation.

GIVEN under the Common Seal of the Corporation  
HONG KONG, this 16TH day of APRIL, 1971.

\_\_\_\_\_  
R. Fred \_\_\_\_\_ Secretary \_\_\_\_\_ Director.

The Corporation will not transfer any shares without the production of a Certificate relating to such shares and the Certificate must be surrendered before any instrument of Transfer, whether for the whole or any portion thereof can be registered, or a new Certificate issued in exchange.

List of  
Agreed bundle  
of documents  
between  
Plaintiff &  
Defendant  
No. 3

HONG KONG REGISTER  
No. **H 163014**



1827

Number of Shares  
**402121**

THE HONGKONG AND SHANGHAI BANKING CORPORATION  
INCORPORATED IN HONG KONG WITH LIMITED LIABILITY

THIS IS TO CERTIFY that THE ADMINISTRATOR IN HONGKONG OF THE CATHOLIC MISSION OF MACAO is/are the Registered Proprietor(s) of ~~\*\*\*~~ Two THOUSAND ONE HUNDRED AND TWENTY ONE ~~\*\*\*~~ shares of \$25 each fully paid of THE HONGKONG AND SHANGHAI BANKING CORPORATION subject to the terms and conditions of the Ordinance and Regulations of the Corporation.

GIVEN under the Common Seal of the Corporation  
HONG KONG, this 20TH day of APRIL 1972.

  
Secretary  
Director.

The Corporation will not transfer any shares without the production of a Certificate relating to such shares and the Certificate must be surrendered before any Instrument of Transfer, whether for the whole or any portion thereof can be registered, or a new Certificate issued in exchange.

List of  
Agreed bundle  
of documents  
between  
Plaintiff &  
Defendant  
No. 5

Specimen Signature(s)

13  
+ Paul José Tavares

THE ADMINISTRATION IN HONG KONG  
OF THE CATHOLIC MISSION OF MACAO

N:  
(ir

At

List of  
Agreed bundle  
of documents  
between  
Plaintiff &  
Defendant  
No. 5  
(continued)

name(s) - The Administrator in Hongkong of  
(full) the Catholic Mission of Macau

Paco Episcopal,  
Macau.

Address:

- 8 JUL 1966

List of Agreed bundle of documents between Plaintiff & Defendant No. 6

# THE HONGKONG AND SHANGHAI BANKING CORPORATION

(INCORPORATED IN HONG KONG WITH LIMITED LIABILITY)

## HONG KONG REGISTER

### TRANSFER OF SHARES

AD VALOREM DUTY PAID  
D. J. Witte  
ASST. COLLECTOR

0500  
STAMP DUTY

I, Administrator in Hongkong of The Catholic Mission of  
of Macao  
in consideration of V. LUE RECEIVED  
paid to me by MR. WONG KWAN MAN  
of 2, LEE YUEN STREET EAST, HONG KONG.  
(herein called "the said transferee") do hereby transfer to the said transferee - 7090 -  
shares in The Hongkong and Shanghai Banking Corporation to hold unto the said transferee  
subject to the several conditions on which I hold the same: and I the said transferee do hereby  
agree to take the said shares subject to the conditions aforesaid.

As Witness our Hands the - 1 MAY 1973  
day of ✓  
one thousand nine hundred and ✓

Signed by the said 大昌建築運輸有限公司  
in the presence of [Signature]  
Occupation ✓  
Address ✓

Signature of Transferor Paulo Jose Favaz  
THE ASSISTANT COLLECTOR IN CHARGE OF THE OFFICE BELOW OF RECORD

Signed by the said 黃坤文  
in the presence of [Signature]  
Occupation ✓  
Address ✓

Signature of Transferee 黃坤文  
certify that the sum #19,288  
has been paid in respect of Stamp Duty  
(C/R No. 1682)  
Asst. Collector ✓

### Registered in Hong Kong

N.B.—The Certificates of the Shares transferred must be surrendered with this Transfer.  
Each Signature to be attested by at least one witness. Witnesses to state their address and calling.

#### FOR OFFICE USE ONLY

Transfer No. 73/18274 Entered by ✓  
Old Certificate(s) No.(s) G000004 Checked by ✓  
Date 5 MAY 1973

List of  
Agreed bundle  
of documents  
between  
Plaintiff &  
Defendant  
No. 7

AD VALOREM  
DUTY  
PAID  
D. Z. [Signature]  
ASST. COLL. OFF.

**THE HONGKONG AND SHANGHAI BANKING CORPORATION**

(INCORPORATED IN HONG KONG WITH LIMITED LIABILITY)

HONG KONG REGISTER

**TRANSFER OF SHARES**

STAMP DUTY  
=0500

I, The Administrators In Hong Kong of the Catholic Mission  
of Macao  
in consideration of VALUE RECEIVED  
paid to me by MR. WONG KWAN MAN  
of 2, LEE YUEN ST., EAST 4/F HONG KONG  
(herein called "the said transferee") do hereby transfer to the said transferee - 1418 -  
shares in The Hongkong and Shanghai Banking Corporation to hold unto the said transferee  
subject to the several conditions on which I hold the same : and I the said transferee do hereby  
agree to take the said shares subject to the conditions aforesaid.

**As Witness** our Hands the - 1 MAY 1973 day of May  
one thousand nine hundred and 73

Signed by the said 黃錦文  
in the presence of [Signature]  
Occupation [Signature]  
Address [Signature]

Signature  
of  
Transferor

Paulo José Tava  
THE ADMINISTRATOR IN HONG KONG  
OF THE CATHOLIC MISSION OF MACAO

Signed by the said 黃錦文  
in the presence of [Signature]  
Occupation [Signature]  
Address [Signature]

Signature  
of  
Transferee

- 1 MAY 1973

I certify that the sum of \$ 3928  
has been paid in respect of Stamp Duty  
(C/R No. 405)  
Asst. Collector

Registered in Hong Kong

N.B.—The Certificates of the Shares transferred must be surrendered with this Transfer.  
Each Signature to be attested by at least one witness. Witnesses to state their address  
and calling.

FOR OFFICE USE ONLY

Transfer No. 73/1809 18204 Entered by \_\_\_\_\_  
Old Certificate(s) No.(s) F76504 Checked by \_\_\_\_\_  
Date \_\_\_\_\_

CH/ASST

THE HONGKONG AND SHANGHAI BANKING CORPORATION

(INCORPORATED IN HONG KONG WITH LIMITED LIABILITY)

HONG KONG REGISTER

**TRANSFER OF SHARES**

AD VALOREM  
DUTY  
PAID  
D. J. Pittini  
ASST. COLLECTOR

HONG KONG  
=0500  
STAMP DUTY PAID

List of  
Agreed bundle  
of documents  
between  
Plaintiff &  
Defendant  
No. 8

I, The Administrator in Hong Kong of the Catholic Mission of Macao  
of MISSION OF MACAO  
in consideration of VALUE RECEIVED  
paid to me by MR. NGONG KWAN MAN  
of 88 YUEN STREET EAST 4/FL HONG KONG  
(herein called "the said transferee") do hereby transfer to the said transferee - 1928 -  
shares in The Hongkong and Shanghai Banking Corporation to hold unto the said transferee  
subject to the several conditions on which I hold the same : and I the said transferee do hereby  
agree to take the said shares subject to the conditions aforesaid.

As Witness our Hands the 1-15-73 day of \_\_\_\_\_  
one thousand nine hundred and \_\_\_\_\_

Signed by the said 大馬路華運輪上徑公司  
in the presence of [Signature]  
Occupation \_\_\_\_\_  
Address \_\_\_\_\_

Signature of Paulo Jose Favary  
of THE ADMINISTRATOR IN HONG KONG OF THE CATHOLIC MISSION OF MACAO  
Transferor

Signed by the said [Signature]  
in the presence of [Signature]  
Occupation \_\_\_\_\_  
Address \_\_\_\_\_

Signature of 黃坤文  
of \_\_\_\_\_  
Transferee

I certify that the sum of \$..5248  
has been paid in respect of Stamp Duty  
(C/R No. 1682)  
Asst. Collector

Registered in Hong Kong

N.B.—The Certificates of the Shares transferred must be surrendered with this Transfer.  
Each Signature to be attested by at least one witness. Witnesses to state their address  
and calling.

FOR OFFICE USE ONLY

Transfer No. 73/18272 Entered by \_\_\_\_\_  
Old Certificate(s) No.(s) H 160009 Checked by \_\_\_\_\_  
Date \_\_\_\_\_

CH/ASST

List of  
Agreed bundle  
of documents  
between  
Plaintiff &  
Defendant  
No. 9

**THE HONGKONG AND SHANGHAI BANKING CORPORATION**  
(INCORPORATED IN HONG KONG WITH LIMITED LIABILITY) 0726

**HONG KONG REGISTER**

**TRANSFER OF SHARES**

AD VALOREM  
DUTY  
PAID  
D. T. *Antoine*  
ASST. COLLECTOR

0509  
STAMP DUTY

I, *The Administrator in Hong Kong of The Hongkong and Shanghai Banking Corporation*  
of *Macao*  
in consideration of **VALUE RECEIVED**  
paid to me by *MR. WONG KWAN MAN*  
of *2 LEE YUEN STREET EAST 4/F HONG KONG*  
(herein called "the said transferee") do hereby transfer to the said transferee *- 2121 -*  
shares in The Hongkong and Shanghai Banking Corporation to hold unto the said transferee  
subject to the several conditions on which I hold the same : and I the said transferee do hereby  
agree to take the said shares subject to the conditions aforesaid.

**As Witness** our Hands the *1-5-73* day of  
one thousand nine hundred and *73*

Signed by the said *香港上海銀行有限公司*  
in the presence of *[Signature]*  
Occupation *[Signature]*  
Address *[Signature]*

Signature of *Paulo Jose Favary*  
Transferor  
*THE ASSISTANT COLLECTOR IN HONG KONG  
OF THE STAMP DUTY DISTRICT OF MACAO*

Signed by the said *[Signature]*  
in the presence of *[Signature]*  
Occupation *[Signature]*  
Address *[Signature]*

Signature of *黃坤文*  
Transferee

certify that the sum of \$ *577.67*  
has been paid in respect of Stamp Duty  
(C/R No. *1682*)  
Asst. Collector *[Signature]*

**Registered in Hong Kong**

N.B.—The Certificates of the Shares transferred must be surrendered with this Transfer.  
Each Signature to be attested by at least one witness. Witnesses to state their address  
and calling.

**FOR OFFICE USE ONLY**

Transfer No. *73/18273* Entered by \_\_\_\_\_

Old Certificate(s) No.(s) *H 163014* Checked by \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_



交易所電話：二五二八〇九  
 寫字樓電話：H四四四一  
 廣安銀行大廈五〇三七  
 香港大道中一四五七號

時利證券公司  
 (遠東交易所會員)  
**STANLEY YEUNG STOCK BROKERS CO.**

(Member of Far East Exchange Limited)  
 ROOM 505 KWONG ON BANK BUILDING, 141 QUEEN'S ROAD, C.  
 HONG KONG  
 OFFICE: H-437837 H-444151  
 TEL: EXCHANGE HALL: H-252809  
 CABLE ADDRESS: "STYEUNG" HONG KONG



List of  
 Agreed bundle  
 of documents  
 between  
 Plaintiff &  
 Defendant  
 No. 10

Hong Kong, 3rd May, 1973.

The Registrar,  
 The M.K. Shanghai Banking Corporation,  
 2/F1. The M.K. Shanghai Bank Building.

Dear Sir

We beg to enclose herewith the undermentioned Certificate(s) for  
 -1418- shares in your Company with duly completed transfer deed(s)  
 attached in favour of Mr. Wong Kwan Man,  
2, Lee Yuen Street, East 4/71.,  
Hong Kong.

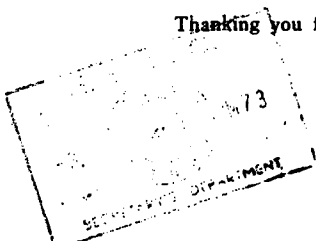
and shall be glad if you will kindly effect the transfer and send to us thirty-six  
 new Certificate(s) when ready as follows:-

Thirty-five Certificates of Forty each. (35 x 40)  
 One Certificate of Eighteen each. (1 x 18)

Thanking you for your kind attention to this matter,

We are,

Yours faithfully,



Cert. No.	Shares	Name of Holder
76504	-1418-	The Administrator in C.M. of The Catholic Mission of Macao

List of  
Agreed bundle  
of documents  
between  
Plaintiff &  
Defendant  
No. 10  
(continued)

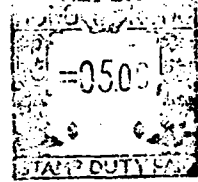
PINK  
D. Z. K. S. W. I. N. E.  
BEST COPY FOR

**THE HONGKONG AND SHANGHAI BANKING CORPORATION**

(INCORPORATED IN HONG KONG WITH LIMITED LIABILITY)

HONG KONG REGISTER

**TRANSFER OF SHARES**



I, The Administrators In Hong Kong of the Catholic Mission of Macao  
in consideration of VALUE RECEIVED  
paid to me by MIR WONG KWAN MAN  
of 2, LEE YUEN ST., EAST 4/F HONG KONG  
(herein called "the said transferee") do hereby transfer to the said transferee - 1418 -  
shares in The Hongkong and Shanghai Banking Corporation to hold unto the said transferee  
subject to the several conditions on which I hold the same : and I the said transferee do hereby  
agree to take the said shares subject to the conditions aforesaid.

As Witness our Hands the - 1 MAY 1973  
day of May  
one thousand nine hundred and 73

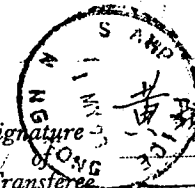
Signed by the said Paulo José Favary  
in the presence of [Signature]  
Occupation [Signature]  
Address [Signature]

Signature  
of  
Transferor

Paulo José Favary  
THE ADMINISTRATOR IN HONG KONG  
OF THE CATHOLIC MISSION OF MACAO

Signed by the said [Signature]  
in the presence of [Signature]  
Occupation [Signature]  
Address [Signature]

Signature  
of  
Transferee



- 1 MAY 1973

I certify that the sum of \$ 3928  
has been paid in respect of Stamp Duty  
(C/R No. 405)  
Asst. Collector [Signature]

Registered in Hong Kong

N.B.—The Certificates of the Shares transferred must be surrendered with this Transfer.  
Each Signature to be attested by at least one witness. Witnesses to state their address  
and calling.

FOR OFFICE USE ONLY

Transfer No. 13/1809 18204 Entered by \_\_\_\_\_  
Old Certificate(s) No.(s) F76504 Checked by \_\_\_\_\_  
Date \_\_\_\_\_

CH/ASBT

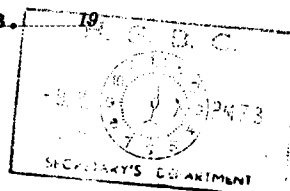
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一  
四  
號  
室

時 利 證 券 公 司  
(遠東交易所會員)  
**STANLEY YEUNG STOCK BROKERS CO.**  
(Member of Far East Exchange Limited)  
ROOM 505 KWONG ON BANK BUILDING, 141 QUEEN'S ROAD, C.  
HONG KONG  
OFFICE: H-437837 H-444151  
TEL: EXCHANGE HALL: H-252809  
CABLE ADDRESS: "STYEUNG" HONG KONG



Hong Kong, 9th May, 1973.

THE H.K. SHANGHAI BANKING CORPORATION.  
2nd THE H.K. BANK BUILDING.



Dear Sir

We beg to enclose herewith the undermentioned Certificate(s) for  
11,139 shares in your Company with duly completed transfer deed(s)  
attached in favour of MR. WONG KWAN MAN,  
2, LEE YUEN STREET EAST,  
4/F1, H. K.

and shall be glad if you will kindly effect the transfer and send to us 279  
new Certificate(s) when ready as follows:-

TWO HUNDRED & SEVENTY-EIGHT CERTIFICATES OF FOUR HUNDRED EACH.  
(400 X 278)  
ONE CERTIFICATE OF ONE HUNDRED & NINETY EACH. (190 X 1).

Thanking you for your kind attention to this matter,

We are,

Yours faithfully,

Cert. No.	Shares	Name of Holder
000004	-7090-	ADMINISTRATOR IN H.K. OF THE CATHEDRAL OF MACAO.
100009	-1923 =	" )
163014	-2121-	" )

List of  
Agreed bundle  
of documents  
between  
Plaintiff &  
Defendant  
No. 11  
(continued)

**THE HONGKONG AND SHANGHAI BANKING CORPORATION**  
(INCORPORATED IN HONG KONG WITH LIMITED LIABILITY)

**HONG KONG REGISTER**

**TRANSFER OF SHARES**

AD VALOREM  
DUTY  
PAID  
  
D. J. Wilson  
ASST. COLLECTOR

=0500  
STAMP DUTY

I, Administrator in Hongkong of the Catholic Mission of  
Macao  
in consideration of V. LUE RECEIVED  
paid to me by MR. WONG KWAN MAN  
of 2, SLEK YUEN STREET EAST, 4/F HONG KONG  
(herein called "the said transferee") do hereby transfer to the said transferee - 7090 -  
shares in The Hongkong and Shanghai Banking Corporation to hold unto the said transferee  
subject to the several conditions on which I hold the same : and I the said transferee do hereby  
agree to take the said shares subject to the conditions aforesaid.

As Witness our Hands the - 1 MAY 1973  
day of ✓  
one thousand nine hundred and         

Signed by the said 大昌建築地產有限公司  
in the presence of [Signature]  
Occupation           
Address         

Signature of Paulo Jose Favara  
Transferor  
THE ADMINISTRATOR IN HONG KONG  
OF THE CATHOLIC MISSION OF MACAO

Signed by the said           
in the presence of [Signature]  
Occupation           
Address         

Signature of 黃坤文  
Transferee  
certify that the sum of #19,288  
has been paid in respect of Stamp Duty  
(C/R No. 1682)  
Asst. Collector

**Registered in Hong Kong**

N.B.—The Certificates of the Shares transferred must be surrendered with this Transfer.  
Each Signature to be attested by at least one witness. Witnesses to state their address  
and calling.

**FOR OFFICE USE ONLY**

Transfer No. 73/18274 Entered by         

Old Certificate(s) No.(s) 4000004 Checked by         

Date         

CH/ABRI

List of  
Agreed bundle  
of documents  
between  
Plaintiff &  
Defendant  
No. 11  
(continued)

**THE HONGKONG AND SHANGHAI BANKING CORPORATION**

(INCORPORATED IN HONG KONG WITH LIMITED LIABILITY)

**HONG KONG REGISTER**

**TRANSFER OF SHARES**

AD VALOREM  
DUTY  
PAID  
D. T. Pittini  
ASST. COLLECTOR

STAMP DUTY PAID  
=0500

21-5 V 73 21  
HONG KONG

I, The Administrator in Hong Kong of the Catholic Mission of Macao  
in consideration of VALUE RECEIVED  
paid to me by MR. WONG KWAN MAN  
of 2 BEE YUEN STREET EAST 4/FL HONG KONG  
(herein called "the said transferee") do hereby transfer to the said transferee - 1928 -  
shares in The Hongkong and Shanghai Banking Corporation to hold unto the said transferee  
subject to the several conditions on which I hold the same : and I the said transferee do hereby  
agree to take the said shares subject to the conditions aforesaid.

As Witness our Hands the 1-5-73 day of January  
one thousand nine hundred and seventy three

Signed by the said 大馬路 華運 輪 上 洋 公 司  
in the presence of [Signature]  
Occupation \_\_\_\_\_  
Address \_\_\_\_\_

Signature of Paulo Jose Favaz  
of THE ADMINISTRATOR IN HONG KONG OF THE CATHOLIC MISSION OF MACAO

Signed by the said 大馬路 華運 輪 上 洋 公 司  
in the presence of [Signature]  
Occupation \_\_\_\_\_  
Address \_\_\_\_\_

Signature of 黃 坤 文  
of Transferee  
I certify that the sum of 8,5248  
has been paid in respect of Stamp Duty  
(C/R No. 1682)  
Asst. Collector

Registered in Hong Kong

N.B.—The Certificates of the Shares transferred must be surrendered with this Transfer.  
Each Signature to be attested by at least one witness. Witnesses to state their address and calling.

**FOR OFFICE USE ONLY**

Transfer No. 73/18272 Entered by \_\_\_\_\_  
Old Certificate(s) No.(s) H 100009 Checked by \_\_\_\_\_  
Date \_\_\_\_\_

List of  
 Agreed bundle  
 of documents  
 between  
 Plaintiff &  
 Defendant  
 No. 11  
 (continued)

**THE HONGKONG AND SHANGHAI BANKING CORPORATION**  
(INCORPORATED IN HONG KONG WITH LIMITED LIABILITY) 0726  
**HONG KONG REGISTER**  
**TRANSFER OF SHARES**

AD VALOREM  
DUTY  
PAID

D. T. ...  
ASST. COLLECTOR

=0500  
STAMP DUTY

I, The Administrator in Hong Kong of the Catholic Mission  
 of Macao  
 in consideration of VALUE RECEIVED  
 paid to me by MR. WONG KWAN MAN  
 of 2 LEE YUEN STREET EAST 4/F HONG KONG  
 (herein called "the said transferee") do hereby transfer to the said transferee - 2121 -  
 shares in The Hongkong and Shanghai Banking Corporation to hold unto the said transferee  
 subject to the several conditions on which I hold the same : and I the said transferee do hereby  
 agree to take the said shares subject to the conditions aforesaid.

As Witness our Hands the 1-5-73 day of \_\_\_\_\_  
 one thousand nine hundred and \_\_\_\_\_

Signed by the said 大昌建築運輸有限公司  
 in the presence of [Signature]  
 Occupation \_\_\_\_\_  
 Address \_\_\_\_\_

Signature of Paulo Jose Savary  
 of Transferor  
THE ASSISTANT DIRECTOR IN HONG KONG  
 OF THE HONGKONG & SHANGHAI BANKING CORPORATION

Signed by the said [Name]  
 in the presence of [Signature]  
 Occupation \_\_\_\_\_  
 Address \_\_\_\_\_

Signature of 黃坤文  
 of Transferee

certify that the sum of \$ 57,760.00  
 has been paid in respect of Stamp Duty  
 (C/R No. 1682)  
 Ass. Collector [Signature]

**Registered in Hong Kong**

N.B.—The Certificates of the Shares transferred must be surrendered with this Transfer. - 5 MAY 1973  
 Each Signature to be attested by at least one witness. Witnesses to state their address  
 and calling.

**FOR OFFICE USE ONLY**

Transfer No. 73/18273 Entered by \_\_\_\_\_  
 Old Certificate(s) No.(s) H 163014 Checked by \_\_\_\_\_  
 Date \_\_\_\_\_

CH/ASST

List of  
Agreed bundle  
of documents  
between  
Plaintiff &  
Defendant  
No. 12

**THE HONGKONG AND SHANGHAI BANKING CORPORATION**

(INCORPORATED IN HONG KONG WITH LIMITED LIABILITY)

**HEAD OFFICE**

**Hong Kong**

**8 JUN 1973**

Messrs Stanley Yeung Stock Brokers Co  
Room 505 Kwong On Bank Building  
141 Queen's Road, Central  
Hong Kong

*72*  
*pl 4/9/73*

Dear Sirs

We have pleasure in informing you that Share Certificates  
No. H-257559/94 in respect of  
-1418- shares registered in the name of Wong Kwan  
Man

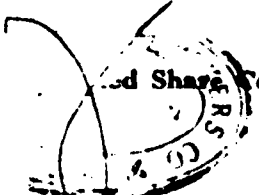
are ready and may be obtained in exchange for this form duly receipted  
and on payment of \$ 72.00 being scrip fees.

Yours faithfully,

07427

*[Signature]*  
Secretary

Received the ab



Share Certificates

st

List of  
Agreed bundle  
of documents  
between  
Plaintiff &  
Defendant  
No. 13

THE HONGKONG AND SHANGHAI  
BANKING CORPORATION  
(INCORPORATED IN HONG KONG WITH LIMITED LIABILITY)

2 JUN 1973

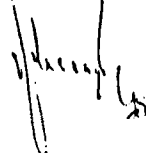
HONG KONG.

To The Administrator in Hong Kong  
of the Catholic Mission of Macao  
Faco Episcopal  
Macao

Dear Sir(s) Madam,

We advise that transfer deed(s) purporting to be signed by you, together with relative certificate(s) No.(s) H-100009; H-163014; G-000004..... covering ...11,139. shares, have been lodged for registration and if we do not hear from you by return it will be assumed that they are in order.

Yours faithfully,



Secretary.



List of  
Agreed bundle  
of documents  
between  
Plaintiff &  
Defendant  
No. 14

**THE HONGKONG AND SHANGHAI BANKING CORPORATION**

(INCORPORATED IN HONG KONG WITH LIMITED LIABILITY)

**HEAD OFFICE**

**Hong Kong**

**- 8 JUN 1973**

┌ Messrs Stanley Yeung Stock Brokers Co ┐  
Room 505, Kwong On Bank Building  
111 Queen's Road, Central  
Hong Kong

Dear Sirs

We have pleasure in informing you that Share Certificates  
No. H-259984/22; 266756; 259994/185; \*  
-11139- shares registered in the name of Wong Kwan  
Man

are ready and may be obtained in exchange for this form duly receipted  
and on payment of \$ 558.00 being scrip fees.

\* H-260187/250;  
262751/63

Yours faithfully,

07578

Secretary

Received the above-mentioned Share Certificates

List of  
Agreed bundle  
of documents  
between  
Plaintiff &  
Defendant  
No. 15

DIOCESE OF MACAU  
DEPARTMENT OF THE MINISTRY OF THE  
CATHOLIC MISSIONS OF MACAO

Mrs. Esther Gerente  
The Hongkong and Shanghai  
Banking Corporation  
1, Queen's Road Central  
HONG KONG

Assunto de Your reference	Assunto de Your reference	Number of copies	Diocese of MACAU
Secs. General	---	729/4.14	1-10-71.

ASSUNTO SUBJECT Dividendos de 203,170 acções de The HK & Shanghai Banking Corp. (HK Reg.).

Para o efeito aqui se recebeu as dividas de 107,100 acções, de 10.00 cada, de The Hongkong and Shanghai Banking Corporation (H.K. Reg.) conforme consta das fotocópias A e B em anexo, vindo pedir a V.S. a favor de mandar averiguar se os restantes dividendos foram creditados na conta corrente n.º 002-202150-001 e se o respectivo talão nos foi enviado, visto até a data ainda o não termos recebido.

Para os fins convenientes, junto envio a V.S. a fotocópia C, do talão dos dividendos finais de 1970, no total de 3,331 acções que possuíamos antes das mesmas acções concedidas em 21-1-1971.

Com os mais respeitosos cumprimentos,  
Subscryvemos

De 10.10.71.

Seu

*Esther Gerente*

De. Esther Gerente  
Representante dos Acções

SUBJECT : Dividend of 293,170 shares of Hongkong & Shanghai  
Banking Corporation. (HK Reg.)

List of  
Agreed bundle  
of documents  
between  
Plaintiff &  
Defendant  
No. 15  
(continued)

Having only received the dividends for 167,600  
shares, of HK\$0.20 each, from the Hongkong & Shanghai Banking  
Corporation (H.K. Reg.) as per enclosed photostats A and B,  
may I request that you investigate if the remainder dividends  
were being credited, to our current account no. 002-202158-001  
and if the respective counterfoil has been sent to us, in view  
that we have not yet received to date.

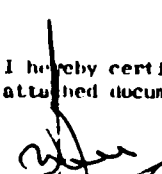
For convenience purposes, I enclose herewith a photo-  
stat C of the counterfoil of the final dividends of 1972 totalling  
23,331 shares which we possessed before the bonus and split  
conceded on 23.3.1973.

With best regards, I remain,

Yours faithfully,

For THE ADMINISTRATION IN HONGKONG  
OF THE CATHOLIC MISSION OF MACAO.

I hereby certify that this is a true translation of the  
attached document signed by me.

  
Peter W. Hall  
Sworn Translator of the Supreme  
Court of Hong Kong,  
9th, June, 1976.

Sgd. Father Ramiro dos Anjos Marta  
(Procurator of Estates)

List of  
Agreed bundle  
of documents  
between  
Plaintiff &  
Defendant  
No. 16

**THE HONGKONG AND SHANGHAI BANKING CORPORATION**

(INCORPORATED IN HONG KONG WITH LIMITED LIABILITY)

PO BOX 61  
Telephone 5 22011  
Telex HX 3905  
Telegrams Hongbank

HEAD OFFICE  
1 QUEEN'S ROAD CENTRAL  
HONG KONG

The Administrator in Hongkong of the  
Catholic Mission of Macao  
Faco Episcopal  
Macao

2 November 1973

Your reference : 778/A.14

Dear Sir

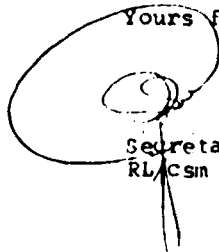
We refer to your letter of 10 October 1973.

According to our records, at the close of our books on  
1 March 1973, there were 23,331 shares in this Corporation,  
Hong Kong Register registered in the name of The Administrator  
in Hong Kong of the Catholic Mission of Macao.

This holding has since been increased to 27,997 as a result  
of the 1973 bonus issue. Subsequently, a total of 12,557 shares  
covered by certificates No.F-76504; H-100009; H-163014 and G-4  
were transferred out of the account on 8 and 15 May, leaving  
a balance of 15,440. By sub-division of 1 share of HK\$25.00  
each sub-divided into 10 shares of HK\$2.50 each, the holding  
was therefore increased to 154,400 and on which we paid to  
you the 1973 interim dividend of 20 cents per share.

We trust that the above information will assist you to clarify  
the matter.

Yours faithfully



Secretary  
RL CSM

**DIOCESE OF MACAU**  
 THE ADMINISTRATOR IN HONGKONG OF  
 THE CATHOLIC MISSION OF MACAO

List of  
 Agreed bundle  
 of documents  
 between  
 Plaintiff &  
 Defendant  
 No. 17

011155

- 9 NOV 1973	
DEPT	INITIAL
Reg	
22/11/73	
22/11	
IL PORTANTE	
Sua referência Your reference Seca Dept.	Sua comunicação de Your letter of 2-11-73

Ilmo. Senhor Gerente  
 The HongKong and Shanghai  
 Banking Corporation  
 1, Queen's Road, Central  
 HONGKONG

Nossa referência Our reference	Date-MACAU Date-MACAU
871/A.14	6-11-1973.

ASSUNTO SUBJECT      Dividendos de 293.270 acções de The HK & Shanghai Banking Corp. (HK Reg.).

Em referência à carta de V.Sr. de 2 de Novembro de 1973, tenho a informar o seguinte:

- 1) Sua Exa. Revma. o Senhor Bispo de Macau, D. Paulo José Tavares, partiu em 2 de Abril de 1973, para Portugal, onde veio a falecer em 12 de Junho de 1973.
- 2) Ficou a governar a Diocese de Macau o Revmo. Chantre António André Ngan, que não assinou nenhum instrumento de venda ou transferência de acções.
- 3) O produto da venda não consta dos extratos de contas que nos têm sido enviados mensalmente pelo V/banco.
- 4) Todos os certificados das n/acções de "THE HONG KONG AND SHANGHAI BANKING CORPORATION" estão sob custódia do V/banco.
- 5) Nunca efectuámos vendas de acções em tais circunstâncias, a não ser através do V/Nominee Company, que é o V/banco.

Não sabendo pois como se terá efectua-  
 do essa transacção, muito agradecemos nos fornece-

.../

15067

Paço Episcopal, Largo da Sé, Macau, P. O. Box 324 Macau.  
 Tel. 3068, 3069, 3011.

List of  
Agreed bundle  
of documents  
between  
Plaintiff &  
Defendant  
No. 17  
(continued)

DIOCESE OF MACAU  
THE ADMINISTRATOR IN HONGKONG OF  
THE CATHOLIC MISSION OF MACAO

13/11/77  
*[Signature]*

The Hongkong and Shanghai  
Banking Corporation  
1, Queen's Road, Central  
HONGKONG

2.

Sua referência                      Sua comunicação de                      Nossa referência                      Data—MACAU  
Your reference                      Your letter of                      Our reference                      Date—MACAU

ASSUNTO  
SUBJECT

se todas as indicações necessárias para o esclarecimento do assunto, visto desconhecermos qual o destino do avultado produto dessas acções.

Gratas por toda a colaboração que V. S<sup>o</sup>., se dignar prestar-nos, aproveito a oportunidade para apresentar a V. S<sup>o</sup>. os m/melhores cumprimentos.

To THE ADMINISTRATOR IN HONGKONG OF  
THE CATHOLIC MISSION OF MACAO  
*[Signature]*  
Pe. Ramiro dos Anjos Faria  
(Procurador dos Bens).

*[Signature]*

rf/em.

Paço Episcopal, Largo da Sé, Macau, P. O. Box 324 Macau.  
Tel. 3068, 3069, 3011.

13/11/73  
20/11

21/11/73

List of  
Agreed bundle  
of documents  
between  
Plaintiff &  
Defendant  
No. 17  
(continued)

SUBJECT: Dividends for 293,170 shares of The Hongkong and Shanghai Banking Corporation.

With reference to your letter dated 2nd November, 1973, I would inform you the following:

- 1) The Rev. Bishop of Macao, D. Paulo Jose Tavares, left Macao on 2nd April, 1973 for Portugal, where he died on ~~xx~~ 12th June 1973.
- 2) The Rev. Chantre Antonio Andre Ngan, took charge of The Diocese de Macau, and ~~has~~ <sup>had</sup> not signed any instrument of sale or transfer of shares.
- 3) ~~iii~~ The proceeds of sale do not appear on the statements which you have been sending us monthly.
- 4) All certificates of our shares of THE HONGKONG & SHANGHAI BANKING CORPORATION are under the custody of your bank.
- 5) We have never effected sale of shares in such circumstances, unless through your Nominee Company, which is your bank.

As we are unable to understand how the transaction has been effected <sup>by you</sup> we ~~will~~ be grateful if you would provide us with all information necessary for the clarification of this matter, owing to the fact that we do not know the whereabouts of the huge sum from the proceeds of these shares.

Thanking you for the cooperation rendered, I take this opportunity to present you my best regards.

~~for~~ THE ADMINISTRATOR IN HONGKONG OF THE CATHOLIC MISSION OF MACAO.

Sgd. Father Ramiro dos Anjos Marta.  
(Procurator of Estates)

I hereby certify that this is a true translation of the attached document

Peter W. Ball  
Sworn Translator at the Supreme Court,  
Hongkong, 21st, June, 1976

do essa transação, muito agradecemos nos forneces-

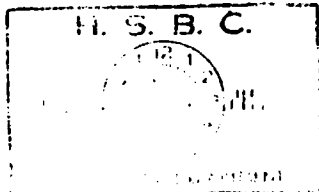
.../ 15067

Paço Episcopal, Largo da Sé, Macau. P. O. Box 824 Macau.  
Tel. 3068, 3069, 3011.

List of  
Agreed bundle  
of documents  
between  
Plaintiff &  
Defendant  
No. 18

**DIOCESE OF MACAU**  
THE ADMINISTRATOR IN HONGKONG OF  
THE CATHOLIC MISSION OF MACAO

*Reg. 11667*



#11667

Mrs. Senior Gerente  
The Hong Kong and Shanghai  
Banking Corporation  
1, Queen's Road, Central  
HONG KONG

C O N F I D E N C I A L

Sua referência Your reference	Sua comunicação de Your letter of	Nossa referência Our reference	Data—MACAU Date—MACAU
3085 De t.	2-11-73	371/A.14	12-11-73

**ASSUNTO** Divulgações de 208,170 acções de The Hong Kong and Shanghai  
**SUBJECT** Banking Corporation (HK Reg.).

Em aditamento à nossa carta de 6/11/73, depois de verificar atentamente a "List of Securities" da Account nº 002-202158-085 que The Hong Kong and Shanghai Banking Corporation enviou ao Administrator in Hong Kong of the Catholic Mission of Macao, em 3 de Maio de 1973, temos a informar o seguinte:

1) Quanto às acções de The Hong Kong and Shanghai Banking Corporation, a lista enviada em 3 de Maio acusa até 1969 apenas 1133 acções, tendo logo a seguir os bonos de 1970, de 9641 acções; sendo o bonos de 1 por 1, é evidente que deviam existir antes também 9641 acções. Na lista enviada no dia 16 do mesmo mês, antes do bonos de 1973, existiam apenas 10,774 acções, incluindo a seguir o bonos de 4,000 acções, o que dá um total de 20,774 e não 10,774, pois o bonos foi de 1 por 1.

2) Todas as acções que fazem, são produto de bonos concedidos: - bonos de 1965: 7,020 acções;  
- bonos de 1966: 1,419 acções;  
- bonos de 1971: 1,020 acções;  
- bonos de 1972: 2,121 acções;

3) A carta das acções verificou-se exactamente no espaço de tempo decorrido entre o envio, pela primeira vez, da lista das mesmas acções em 3 de Maio de 1973, com a finalidade de se rectificar a lista, e o envio da mesma lista rectificada em 16 de Maio de 1973, portanto 13 dias depois.

4) Por motivo de omissão não podemos devidamente explicar, os erros mencionados não acusaram o erro respeitante ao número das

Paço Episcopal Largo da Sé Macau, P. O. Box 324 Macau.  
Tel. 3059, 3058, 3011.



DIOCESE OF MACAU  
THE ADMINISTRATOR IN HONGKONG OF  
THE CATHOLIC MISSION OF MACAO

List of  
Agreed bundle  
of documents  
between  
Plaintiff &  
Defendant  
No. 18  
(continued)

Ilmo. Senhor Gerente  
The Hong Kong and Shanghai  
Banking Corporation  
1, Queen's Road, Central  
HONG KONG

2

Sua referência  
Your reference

Sua comunicação de  
Your letter of

Nossa referência  
Our reference

Data—MACAU  
Date—MACAU

ASSUNTO  
SUBJECT

Assunto do The Hong Kong and Shanghai Banking Corporation e da Hong  
Kong Electric, a qual já se verifiquei e comuniquei a V.Excia. em  
carta de 10-10-73.

Todas estas anomalias contidas na lista enviada em 3 de Maio  
de 1973 resultam à primeira vista, não se compreendendo como nem os  
nossos empregados em Macau, nem os vossos funcionários em Hong Kong  
as notaram.

5) Embora talvez estes esclarecimentos não sejam necessários  
a V.Excia., julguei, no entanto, oportuno enviar-lhos.

Dados por toda a colaboração de V.Excia., que mais uma vez,  
solicitamos, aproveito o ensejo para apresentar a V.Excia. os m/  
melhores cumprimentos.

THE ADMINISTRATOR IN HONG KONG  
OF THE CATHOLIC MISSION OF MACAO

*P. Raimundo dos Anjos Marta*

Pe. Raimundo dos Anjos Marta  
Procurador dos Bens

Paço Episcopal, Largo da Sé, Macau, P. O. Box 324 Macau.  
Tel. 3068, 3069, 3011.

13/11/73

List of  
Agreed bundle  
of documents  
between  
Plaintiff &  
Defendant  
No. 18  
(continued)

SUBJECT: Dividends of 293,170 shares of The Hongkong & Shanghai  
Banking Corporation (HK Reg.)

Further to our letter of 6.11.73, and after checking  
carefully the List of Securities of the Account no. 002-202158-085  
which the Hongkong & Shanghai Banking Corporation have sent to the  
Administrator in Hongkong of the Catholic Mission of Macao, on  
3rd May 1973, I would inform you the followings:

1) As for the shares of The Hongkong & Shanghai Banking  
Corporation, the list sent on 3rd May acknowledges until 1969 only  
1133 shares, and having subsequently a bonus <sup>in</sup> of 1970, for 9641 shares,  
being the bonus of 1 for 1, it is evident that it ought to exist  
previously 9641 shares too. In the list sent on the 16th of the same  
month, before the bonus of 1973, there were only 10,774 shares, includ-  
ing subsequently a bonus of 4,666 shares, that is <sup>that if assume</sup> what suppose to  
have <sup>seen</sup> 23,331 and not 10,774, since the bonus was 1 for 5.

2) All the shares that are missing, are from the bonus  
conceded: - bonus of 1965: 7,090 shares;  
- bonus of 1966: 1,418 shares;  
- bonus of 1971: 1,928 shares;  
- bonus of 1972: 2,121 shares;

3) The <sup>loss</sup> of shares <sup>occured</sup> is found exactly in the period of  
time elapsed between the despatch, for the first time, the lists of  
our shares of 3rd May 1973, with the purpose of amending the list,  
and the despatch of the same list amended on 16th May 1973, therefore  
13 days after.

4) For motives that we are not yet able to verify, those  
responsible at that time did not acknowledge the mistake regarding  
the number of shares of The Hongkong and Shanghai Banking Corporation  
and the Hongkong Electric, which I pointed out to you by letters of  
10.10.73.

All these <sup>anomalies</sup> anomalies contained in the list sent on  
3rd May 1973 are evident at the first glance, it is not understood  
how neither our staff in Macao, nor your employees in Hongkong have  
noticed them.

Though maybe these clarifications are not necessary for

4) As regards the 13.11.73 previous dividends to explain,  
the error occurred in the list sent on 03.05.73 and not in the list of 16.05.73

Paço Episcopal, Largo da Sé, Macau, P. O. Box 324 Macau.  
Tel. 365, 366, 3011.

*JH*

you, I think, nevertheless, opportune to <sup>send</sup> ~~sent~~ it to you.

*[Handwritten mark]*

We are grateful for all your collaboration that we have once more requested you. I take this opportunity to present you my best regards.

List of  
Agreed bundle  
of documents  
between  
Plaintiff &  
Defendant  
No. 18  
(continued)

THE ADMINISTRATOR IN HONGKONG OF THE  
CATHOLIC MISSION OF MACAO

Sgd. Father Ramiro dos Anjos Marta  
Procuretor of Estates

I hereby certify that this is a true translation of the  
attached document



Peter William Ball

Sworn translator at the Supreme Court,  
Hong Kong, 21st, June, 1976.

*[Handwritten mark]*

2017年6月21日

4) 此項譯文係由本署之翻譯員所譯出，  
其內容與原文件之內容相符，特此證明。

Pago Episcopal, Largo da Sé, Macau, P. O. Box 334 Macau,  
Tel. 3066, 3069, 3011.

List of  
Agreed bundle  
of documents  
between  
Plaintiff &  
Defendant  
No. 19

**THE HONGKONG AND SHANGHAI BANKING CORPORATION**

(INCORPORATED IN HONG KONG WITH LIMITED LIABILITY)

HEAD OFFICE

PO BOX 61  
Telephone 5 22011  
Telex HX 1007  
Telegrams Hongbank

1 QUEEN'S ROAD CENTRAL  
HONG KONG

The Administrator in Hongkong of the  
Catholic Mission of Macao  
Faco Episcopal  
Largo da Se  
Macao

13 November 1973

Your reference : 871/A. 14

Strictly Private & Confidential

Dear Sir

THE HONGKONG AND SHANGHAI BANKING CORPORATION SHARES

We refer to your recent visit and thank you for your letters of 6 and 12 November 1973, which we discussed at our meeting.

According to our records certificates covering the bonus shares for the years 1965; 1966; 1971; 1972 and 1973 were despatched to you direct and were not returned to the Securities Department of our Hong Kong Office for safe keeping, but the bonus shares for 1969 and 1970 were deposited in your portfolio with our Hong Kong Office's Securities Department.

On 8 May 1973 we received with a covering letter from Stanley Yeung Stock Broker Co., certificate F76504 and relative transfer deed for 1,418 shares for transfer out of the name of the Administrator in Hongkong of the Catholic Mission of Macao. This deed was signed by The Rev. D. Paulo Jose Tavares, Bishop of Macao as transferor. On 15 May we again received a letter from Stanley Yeung Stock Broker Co. enclosing certificates No. H100009, 163014 and G00004 and relative transfer deeds for 11,139 shares for transfer out of the name of the Administrator in Hongkong of the Catholic Mission of Macao. These deeds were also signed by The Rev. D. Paulo Jose Tavares as transferor.

From our records the signatures of the then Bishop of Macao appear to be correct. In addition, as advised to you in our recent conversation, notices were sent to you, informing you of these pending transfers and in the absence of any reply we presumed that your mission approved of these transfers.

Cont'd.....

M. C. SHEET NO. 2


Cont'd .....

The Administrator in Hongkong of the  
Catholic Mission of Macao

Please do not hesitate to contact us if there is any further  
information that you would like from us.

As advised during our meeting, our Hong Kong Office will write  
to you with regard to the Hong Kong Electric Shares in the  
very near future.

Yours faithfully

  
Secretary  
HEA, CSM, etc.

List of  
Agreed bundle  
of documents  
between  
Plaintiff &  
Defendant  
No. 19  
(continued)

List of  
Agreed bundle  
of documents  
between  
Plaintiff &  
Defendant  
No. 20

ASHOP'S HOUSE

N° \_\_\_\_\_

November, 16, 1973

22/11/73  
D.J.

The Honorary  
The Hong Kong and Shanghai Banking Corporation  
1, Queen's Road, Central  
HONG KONG

Re: Your letter of 13/11/73

Dear Sir,

I have received your letter dated 13th November 1973 and I thank you very much for it.

In addition to the information provided by you, you are kindly requested to send me the following details concerning the matter under consideration:

1) Photocopies of the letters written to you by Stanley Young Stock Broker Co., dated 8th May, 1973 and 15th May, 1973, whereby you were requested to sell the bonus shares of 1965, 1966, 1971, 1972 and 1973.

2) as the bonus certificates are supposed to have been sent to us in registered letters, please let us know their numbers, I mean the registered numbers of these letters.

NOV 1973

With anticipated thanks, I remain

Yours gratefully

*Agustiniano R. Costa*  
Fr. Agustiniano Rodrigues da Costa  
Vicar Capitular

H. S. E. C. 14  
12.11.73  
SECRETARY'S DEPARTMENT

THE HONGKONG AND SHANGHAI BANKING CORPORATION

(INCORPORATED IN HONG KONG WITH LIMITED LIABILITY)

HEAD OFFICE

1 QUEEN'S ROAD CENTRAL  
HONG KONG

PO BOX 64  
Telephone 5 22911  
Telex HX 1905  
Telegrams Hongbank

List of  
Agreed bundle  
of documents  
between  
Plaintiff &  
Defendant  
No. 21

The Administrator in Hongkong of the  
Catholic Mission of Macao  
Paco Episcopal  
Largo de Se  
Macao

22 November 1973

Dear Sir

We thank you for your letter of 16 November.


As requested we enclose photostats of 2 letters received from Stanley Yeung Stock Brokers Company dated 3 and 9 May 1973 in connection with the registration of 1,418 and 11,139 shares respectively of HK\$25.00 in this Corporation, Hong Kong Register, out of the name of The Administrator in Hongkong of the Catholic Mission of Macao.

We list below the numbers on the registered envelope enclosing the certificates in respect of the bonus shares for the years 1971; 1972 and 1973.

16 April 1971	No. 5791
29 April 1972	No. E 2245
24 April 1973	No. 17 4201

We regret that we are unable to give you the numbers for the years 1965 and 1966 as our current records do not extend that far back.

Yours faithfully

  
Secretary  
MEA/ms/jf

Catholic Mission of Macao

List of  
Agreed bundle  
of documents  
between  
Plaintiff &  
Defendant  
No. 22

DIocese OF MACAU  
**BISHOP'S HOUSE**

Handwritten notes in a box:  
Not G  
S  
S  
1/24  
S

28 February 1974

The Manager  
The Hongkong and Shanghai Banking Corporation  
1, Queen's Road, Central (P.O. Box 64)  
HONGKONG

Your reference: your letter of 13 November 1973

Private and confidential

In the above-mentioned letter, we read the following information: "...no fees were sent to you, informing you of these pending transfers and in the absence of any reply, we presumed that your mission approved of these transfers". Now in our files we find only one notice concerning the pending transfer of the shares covered by the certificate no H-100002; H-10301 and G-000004. This notice is dated 2 June 1973. We did not receive any other notice concerning the transfer of the shares covered by the certificate no F-75504 (1,413 shares).

This is why we would appreciate, if you could let us know whether or not a notice was sent to us concerning the transfer of the shares covered by the latter certificate (1,413 shares). If yes, please let us know the date of that notice and the number on the registered envelope.

Thanking you in advance for your kind cooperation, we remain,

Very truly yours,  
THE ADMINISTRATOR IN HONG KONG  
OF THE CATHOLIC MISSION OF MACAO  
*Fr. A. R. da Costa*  
Fr. A. R. da Costa  
Vicar Capitular

Please address your  
correspondence to:  
Fr. A. R. da Costa  
St. Joseph's Rectory  
Macau

Handwritten notes at the bottom left:



List of  
Agreed bundle  
of documents  
between  
Plaintiff &  
Defendant  
No. 23

THE HONGKONG AND SHANGHAI BANKING CORPORATION  
(INCORPORATED IN HONG KONG WITH LIMITED LIABILITY)

HEAD OFFICE

P.O. BOX 64  
Telephone 5 222011  
Telex HX 1205  
Telegrams Hongbank

1 QUEEN'S ROAD CENTRAL  
HONG KONG

The Administrator in Hong Kong of  
the Catholic Mission of Macau  
Paco Episcopal  
Largo da Se  
Macau

8 March 1974

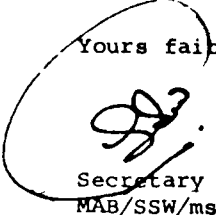
Dear Sir

We thank you for your letter dated 28 February 1974 and regret that we are unable to trace in our records details of any notice sent to you concerning the transfer of the 1,418 shares covered by certificate No. F-76504.

There being no obligation on our part to send out any notices of this nature, it is not our practice to send them save in cases where it is considered practicable so to do. Accordingly it is quite possible that no notice was sent upon this particular occasion in view of the relatively small single transaction involved. In this event we apologise for the incorrect information given in the fourth paragraph of our letter dated 13 November 1973.

Needless to say the absence or otherwise of such notice does not in any way effect the validity of the registration of the transfer.

Yours faithfully

  
Secretary  
MAB/SSW/ms

List of  
Agreed bundle  
of documents  
between  
Plaintiff &  
Defendant  
No. 24

GOVERNOR DE MACAU  
PARA ECLESIÁSTICA

27th September, 1974

Nº.....  
Mr. John Grievs  
Commercial Crime Office  
Police Headquarters  
May House, Arsenal Street  
HONGKONG

Dear Sir,

In accordance with your instructions, I am sending you 12 documents containing the original signature of the late Bishop of Macao, Paulo José Faveres.

As you can see, we have two different kinds of signatures: Paulo José Faveres and Paulo J. Faveres.

We hope you will be able to send us back the enclosed documents signed by the late Bishop of Macao.

Thanking you for your cooperation, I remain

Sincerely yours

*Arquímio Rodrigues da Costa*  
Fr. Arquímio Rodrigues da Costa  
Vicar Capitular

Commercial Crime Office, 710, Hong Kong Police, NO. Inward No. 1234 a.....
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INFORMATION FOR SEARCH WARRANT

[Sec. 50]

HONG KONG IN THE MAGISTRATE'S COURT AT CENTRAL

THE INFORMATION OF Detective Senior Inspector A.H. Olloronshaw  
... of Commercial Crime Office, Royal Hong Kong Police Force... taken this day before me,  
the undersigned, a magistrate of the said Colony, who states:—

I am Detective Senior Inspector Arthur Hugh Olloronshaw  
I believe and suspect that certain goods, to wit, newspaper, book or other document, or any portion or extract  
therefrom or any other article or chattel which may throw light on the character or activities of  
... WONG Man  
liable to apprehension under Section 50 of the Police Force Ordinance, Cap. 232, or on the character or activities  
of the associates of the said ... WONG Man  
are under the control of ... The Manager  
in a place known as ... The Secretaries Department  
and situated in ... Hongkong & Shanghai Banking Corporation, Head Office, Hong Kong

I therefore pray for a warrant to enter and search the said place and take possession of any such goods  
and arrest any person who may appear to have such goods in his possession or under his control, on the fol-  
lowing grounds:—

In May 1973 four share certificates of the Hongkong & Shanghai Banking  
Corporation Ltd. were transferred from the name of The Administrator in Hong Kong  
of The Catholic Mission of Macao to a Wong Man on a signature purportedly of the  
then Bishop of Macao (now deceased).

There is some doubt as to whether or not the Bishop signed the four transfer  
forms. Originals are required to be checked against the Bishop's specimen signatures.

- (1) F76504 dated 18 March 19(?) transfer No. 10204.
- (2) H163014 dated 20 April 1972.
- (3) H100009 dated 16 April 1971.
- (4) G000004 dated 12 March 1965.

TAKEN and <sup>sworn</sup> declared before me,  
this 25th day of ... Labor... 1974 .  
*[Signature]*  
Magistrate

H.K.M. 1043 (1973)

*[Signature]*  
...(D/SIP A.H. Olloronshaw).....  
Informant.

Exhibit 9  
Agreed bundle  
of documents  
between  
Plaintiff &  
Defendant

(1571)

Information No. ....  
Writ No. 3023 .....



Police Force Ordinance,  
(Cap. 232)

[Sec. 50(7)]

SEARCH WARRANT

HONG KONG. IN THE MAGISTRATE'S COURT AT CENTRAL

To each and all of the police officers of the said Colony.

WHEREAS information has this day been laid before the undersigned, a magistrate of the said Colony, that there is reasonable cause to suspect that certain goods, to wit, ~~xxxxxxx~~, book or other document, ~~or any portion or extract therefrom, or any other article or chattel~~ which may throw light on the character or activities of any person liable to apprehension under section 50 of the Police Force Ordinance, Cap. 232, or on the character or activities of the associates of any such person, WONG Man are under the control of The Manager in a place known as The Secretaries Department and situated in Hongkong & Shanghai Banking Corporation, Head Office, Hong Kong. and oath (~~or affirmation~~) has now been made before me substantiating the matter of such information.

THESE are, therefore, to command you, in Her Majesty's name forthwith to enter and if necessary to break into or forcibly enter the said place known as The Secretaries Department, Hongkong & Shanghai Banking Corporation, Head Office, Hong Kong aforesaid and there diligently to <sup>inspect</sup> ~~xxxxxxx~~ and take possession of any such book or other document as aforesaid ~~and to arrest any person who may appear to have such goods in his possession or under his control and bring him to the officer in charge of a police station or a police officer authorized in that behalf by the Commissioner of Police to be dealt with according to law.~~

Dated this 25th day of September,

1974  
  
Magistrate.

[P.T.O.]

八狀第  
號 號

警務處條例(第三三三章)(第五十條(七))

搜查令

香港

裁判司署

致本港全體警務人員

查本裁判司今日接獲告發謂有理由懷疑某等貨物，即報紙書籍或其他文件，或其中任何部份或摘錄，或任何其他物品，或有體動產足可顯出任何人或其夥伴之品符或活動可按警務處條例第三三三章第五十條之規定予以逮捕者，計開：

刻由

保管貯存於名為

位於

之地，此項告發已在本席前宣誓證明。

茲以 女皇陛下名義令你立即進入必要時得破門進入或強行進入該名為

之地點作詳細搜查及

取去該等

並逮捕任何看來或有或保管該等物品之人士，及將其帶往任何警署之主管警官，或  
紀警務處長授權代執行該職之警務人員依法辦理。

年 月 日

裁判司

ENDORSEMENT OF EXECUTION

I, John H. O'Connell  
a police officer of the said Colony do hereby certify that by virtue of the within warrant I made a diligent search in the premises named and found La Sague Tamara Ramirez  
family. Francis No. 73/19271, 73/19272, 73/19274  
73/19273.  
and arrest all.

Witness my hand this 20th day of Jan 1974.

John H. O'Connell  
Police Officer.

List of  
Agreed bundle  
of documents  
between  
Plaintiff &  
Defendant  
No. 26

本署編號 OUR REF.: (33) in CGO/  
MTB/135/74  
來函編號 YOUR REF.:  
電話 TELEPHONE: 5-274903  
內線 EXTENSION:



Commercial Crime Office,  
Police Headquarters,  
May House, 12th floor,  
Arsenal Street,  
Hong Kong.

2nd October, 1974

Fr. Arquimio Rodrigues da Costa,  
Vicar Capitular,  
Diocese de Macau,  
Bishop's House,  
Macau.

Dear Sir,

Please refer to correspondence resting with your letter dated 17th September, 1974 I acknowledge receipt of the twelve documents bearing the late bishop's signature forwarded therewith.

We have now obtained the four disputed share transfer certificates from the Hong Kong & Shanghai Banking Corporation and these are now being examined by the Document Examiner in conjunction with the documents which you kindly sent me.

The Document Examiner has requested that if possible we obtain further samples of signatures made by the late bishop on or around the date of the disputed signatures, i.e. early 1973. These would help him considerably, since the bishop's signature may have deteriorated owing to his ill health.

The "chop" appearing below the signature 'The Administrator in Hong Kong of The Catholic Mission of Macao' is of interest. Does the Diocese possess such a "chop"? (I enclose a facsimile of it). If so, would you please forward this to me for examination?

Yours faithfully,

(J.H. Grievé)  
for Director of Criminal Investigation  
for Commissioner of Police

JHG/AHO/wh

THE HONGKONG AND SHANGHAI BANKING CORPORATION

(INCORPORATED IN HONG KONG WITH LIMITED LIABILITY)

HONG KONG REGISTER

TRANSFER OF SHARES

350

List of Agreed bundle of documents between Plaintiff & Defendant No. 26 (continued)

I, The Administrators of Hongkong & Shanghai Banking Corporation of Hong Kong in consideration of value received paid to me by MR. WING KWAN MAN of 2, LEE YUEN ST. FUST 4/F HONG KONG (herein called "the said transferee") do hereby transfer to the said transferee 1,118 shares in The Hongkong and Shanghai Banking Corporation to hold unto the said transferee subject to the several conditions on which I hold the same: and I the said transferee do hereby agree to take the said shares subject to the conditions aforesaid.

As Witness our Hands the 1 MAY 1978 day of one thousand nine hundred and

Signed by the said in the presence of Occupation Address

Signature of Transferor

Paulo José Tava

Signed by the said in the presence of Occupation Address

Signature of Transferee

1 MAY 1978

I certify that the sum of 3928 has been paid in respect of (C/R No. 485) Asst. Clerk

Registered in Hong Kong

N.B.—The Certificates of the Shares transferred must be surrendered with this Transfer. Each Signature to be attested by at least one witness. Witnesses to state their address and calling.

FOR OFFICE USE ONLY

Transfer No. 73/1804 18204 Entered by Old Certificate(s) No.(s) F 76504 Checked by Date

List of  
Agreed bundle  
of documents  
between  
Plaintiff &  
Defendant  
No. 27

**DIOCESE OF MACAU**  
**BISHOP'S HOUSE**

N.º \_\_\_\_\_

Your Ref. (38) in CCO/  
MRB/135/74

J.H. Grieve  
Commercial Crime Office  
Police Headquarters,  
May House, 12th floor,  
Arsenal Street,  
HONGKONG

Pe. Ramiro dos Anjos Marta  
Câmara Eclesiástica

M A C A U  
October 12th, 1974

Dear Sir,

In reference to your letter dated October, 2, I would like to inform you that I shall be in HONGKONG next Thursday, the 16th of this month. Thus I shall personally give you further samples of signatures made by the late bishops of MACAU around the date of the disputed signatures, as well as the "chep" appearing below the signature of "The Administrator in HONGKONG of the Catholic Mission of MACAU, for examination as requested in your letter.

Yours faithfully

---

( Fr. Ramiro dos Anjos Marta )



List of  
Agreed bundle  
of documents  
between  
Plaintiff &  
Defendant  
No. 28

本署編號 OUR REF.: (45) in CCO/MRB.135/74

來函編號 YOUR REF.:

電話 TELEPHONE: 5-274903

內線 EXTENSION:



Commercial Crime Office,  
Police Headquarters,  
May House, 12th floor,  
Arsenal Street,  
Hong Kong.

1st November, 1974.

Father Arquimínio Rodrigues da Costa,  
Vicar Capitular,  
Diocese de Macau,  
Camara Ecclesiastica,  
Macau.

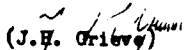
Dear Sir,

Please refer to correspondence resting with your letter dated 12th October, 1974.

The documents which you forwarded together with the four questioned 'Transfer of Shares' forms received by us from the Hong Kong & Shanghai Banking Corporation have been submitted to the Document Laboratory for examination.

The signatures have been found to be forged. The "chop" you submitted was not that used on these documents. May I be allowed to retain the "chop" and the relevant documents pending possible criminal proceedings?

Yours faithfully,

  
(J.H. Grievé)

for Director of Criminal Investigation  
for Commissioner of Police

JHG/AHO/at

c.c. The Manager,  
The Hong Kong & Shanghai  
Banking Corporation,  
Queen's Road Central,  
Manuel Pereira de Araujo,  
Deputy Director of Judiciary Police,  
Macau.

List of  
Agreed bundle  
of documents  
between  
Plaintiff &  
Defendant  
No. 29

本署編號 OUR REF.: (44) in CCO/MRB/135/74

來函編號 YOUR REF.:

電話 TELEPHONE: 5-274903

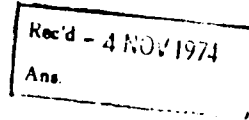
內線 EXTENSION:



Commercial Crime Office,  
Police Headquarters,  
May House, 12th floor,  
Arsenal Street.

1st November, 1974.

The Corporation Secretary,  
The Hong Kong and Shanghai  
Banking Corporation,  
P.O. Box 64,  
Hong Kong.



Dear Sir,

Transfer of Share Certificates  
H 163014, G 000004, F 76504, H 100009  
of Hong Kong and Shanghai Banking  
Corporation Shares

The above mentioned share certificates, in respect of 12,557 shares, were transferred from the 'The Administrator in Hong Kong of the Catholic Mission of Macao' to a Mr. WONG Kwan-man on the 8th and 15th May, 1973, on the purported signature of the late Bishop of Macao. Their loss and liquidation was reported to police for investigation on 26th March, 1974.

We have established that the shares were negotiated through a local stockbroker by Mr. WONG Kwan-man between 6th June - 19th July 1973 for a total sale price of \$3,941,962.50. We have further established that WONG left Hong Kong for Taipei on 20th August, 1973 and has not returned to Hong Kong.

On 26th September, 1974 the four transfer certificates were obtained, under warrant, and submitted to the Police Document Examiner. His report has now established :

- (i) that the signatures of the late Bishop Paulo Jose Tavares on the four certificates were forged;
- (ii) that the "chop" of 'The Administrator in Hong Kong of the Catholic Mission of Macao' supplied to us by the Diocese of Macao, could not have produced the impression on the transfer document.

The documents in question are being held at the Commercial Crime Office pending any possible criminal proceedings.

Yours faithfully,

(J. H. Grievs)  
for Director of Criminal Investigation  
for Commissioner of Police

JHG/AHO/at