12/85

No. 13 of 1982

IN THE PRIVY COUNCIL

ON APPEAL

FROM THE COURT OF APPEAL OF HONG KONG

BETWEEN:

GEORGE KALLIS (MANUFACTURERS) LIMITED	Appellants (Plaintiffs)
- and -	
SUCCESS INSURANCE LIMITED	Respondents (First named Defendants)

CASE FOR THE RESPONDENTS

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1. Upon this Appeal the Respondents submit that the Court of Appeal of Hong Kong (Sir Alan Huggins V-P, Leonard & Cons JJA) were right in allowing the Respondents' appeal from the judgment of the learned judge (Mr. Commissioner Mills-Owens QC). The Respondents will say that the essential conclusion reached by the Court of Appeal, namely that the risk did not attach, was correct; and the Respondents will also seek to identify alternative grounds for supporting the conclusion reached by the Court of Appeal.

The Facts

2. A summary of the essential facts relevant to this Appeal can be found in the judgment of the learned judge. At this stage the Respondents would only make the following qualification. The Respondents do not accept that the learned judge accurately described the various relationships. Whereas it is accepted that Seawise Shipping Co./ Seawise Agency Ltd ("Seawise") were agents for Blue Sky Shipping Ltd ("Blue Sky") and no relevant distinction arises between them, it is not accepted that Seawise were agents for the "Ta Shun" or that Blue Sky were "carriers" under the bills of lading.

63-69

65 line 23

67 line 11

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The Issues

3. The principal issues may be summarised as follows:

I. Did the risk attach?

II. (1) If so, were the goods still on risk at the date of the casualty;

(2) alternatively, are the Appellants entitled to be "held covered"?

III. Were the Respondents entitled to avoid two of the three policies for non-disclosure?

4. Before turning to a detailed examination of the issues, the Respondents submit that it is helpful to consider the relationship between the Institute Cargo Clauses (All Risks) ("the ICC") and the Hong Kong Marine Insurance Ordinance, Cap 329 ("the MIO"), which for all practical purposes is identical to the English Marine Insurance Act, 1906. The respondents submit that the ICC are not to be approached on the assumption that they are intended to give blanket door to door cover. On the contrary, it is plain that they are to be read in the context of the MIO, and save where the contrary is expressed, the MIO governs. Thus, where there is alteration of the port of departure (s. 43) or the vessel sails for a different destination (s. 44), the ICC being silent, the risk does not attach. Where, however, there is a change of voyage (s. 45), by the ICC the insurer is now only prima facie discharged from liability; that is to say, by cl. 4 of the ICC, an assured may be entitled to be "held covered". As to deviation (ss. 46 and 47), the third paragraph under cl. 1 of the ICC provides, subject to termination etc., that the insurer is not discharged from liability. Finally, there is delay in the voyage (s. 48) : reading s. 48 and the third paragraph of cl. 1 of the ICC together, the insurer may still be discharged from liability if the delay was within the control of the assured. The Respondents submit that these examples - only some of which have a bearing on the present issues between the parties - serve to show that the ICC are not to be approached as a separate code, divorced from the MIO.

I. Did the Risk attach?

5. The Respondents submit that by reason of s.44 of the MIO no risk attached under the respective

policies. That section provides as follows:- RECORD

> "Sailing for different destination
>
> 44. Where the destination is specified in the policy, and the ship, instead of sailing for that destination, sails for any other destination, the risk does not attach."

In the present case, the destination specified in each of the policies was Limassol. The goods eventually left Hong Kong on a vessel which had as its destination Keelung, not Limassol. The Respondents, therefore, submit that s. 44 provides a complete answer to the Appellants' claim.

6. The Appellants contend that s. 44 is inapplicable, on the ground that it is inconsistent with a "warehouse to warehouse" policy. The Respondents submit that there is no inconsistency. Goods may prima facie come on risk, but if they are directed to a destination other than that specified, the risk does not attach, i.e. it is treated as defeasible. Insofar as it may be suggested that this gives rise to an anomaly, with risk being retrospectively defeasible, the answer is that precisely the same anomaly can be said to arise under a standard marine policy where goods are insured "at and from" a particular port in respect of perils affecting the goods on board the vessel prior to departure. Further, the Respondents refer to Simon Israel & Co. v. Sedgwick (1893) 1 QB 303 where the relevant policy operated "from the time of leaving the warehouse in the United Kingdom ..." The following passage in the judgment of AL Smith LJ @ 309-10 may be considered pertinent to the Appellants' argument:

> ".... As I read this policy, when once you get the goods upon the voyage in question, then the risk which the underwriter undertakes is the risk from the warehouse to the ship in this country, during the voyage, and from the ship to the warehouse in the other country" (emphasis added).

The Respondents therefore submit that the Court of Appeal were correct in rejecting the Appellants' contentions on this point: see per Sir Alan Huggins V-P @ 113 and per Cons JA @ 120. 113,120

7. Alternatively, if it be suggested that the Privy Council should lean against giving s. 44 retrospective effect in the context of a warehouse

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to warehouse policy, the Respondents submit that s. 44 could only be ousted to the extent that the Appellants were able to establish that the goods did leave the warehouse "for commencement of the transit", i.e. the transit described in the policy: see the first paragraph under cl. 1 of the ICC. Thus, in the hypothetical case, which appealed to the learned judge, of a peril affecting the goods before loading, an assured would only be able to recover if he were able to show that, but for the peril, the goods would have in fact been shipped on board the vessel for the specified destination. Upon the facts of the present case, such burden could not have been discharged. At all material times the "Ta Shun" was not even at Hong Kong, and the only transit ever undertaken in respect of the goods was on board the "Ta Hung", which had Keelung not Limassol as its destination.

75 lines 18-21

8. The Respondents, therefore, submit that the Appellants are not entitled to place reliance on any provisions of cl. 1 of the ICC. Sir Alan Huggins V-P was with respect, right when he said as follows: "Clause 1 deals with the time at which the risk attaches, provided that it attaches at all." Further, the Appellants rely in particular upon the third paragraph under cl. 1 of the ICC which sets out certain circumstances whereby the insurance "shall remain in force". The Respondents respectfully submit that this paragraph is predicated on the assumption that the insurance was in force, i.e. the risk attached, in the first place. For the reasons set out above, the Respondents submit that, as held by the Court of Appeal, the Appellants' claim fails from the outset.

112 lines 3-4

II (1) If the risk attached, were the goods still on risk at the date of the casualty?

9. Even if the risk did attach initially, the Respondents submit that the goods were no longer on risk at the date of the casualty. The Respondents submit that since the goods were not loaded on board the "Ta Shun", they were never on risk during any period of carriage or storage, whether on board the "Ta Hung" at Keelung or on board the "Intellect". The Respondents further submit, that even if the goods were on risk when they were loaded on board the "Ta Hung", they were no longer on risk at and from Keelung.

10. In summary, the Respondents submit as follows:

(a) The goods were never in "the ordinary

course of transit" within the meaning of the first paragraph under cl. 1 of the ICC, alternatively, the ordinary course of transit ceased at Keelung;

(b) The third paragraph under cl. 1 of the ICC can have no application, since the respective contracts of affreightment (the "COAs") or adventures were terminated within the meaning of cl. 2 of the ICC;

(c) In any event, the third paragraph under cl. 1 of the ICC cannot avail the Appellants, since there was no deviation and, for a variety of reasons, there are no grounds for saying that what happened arose by reason of the valid exercise of any relevant "liberty".

The Respondents will seek to develop each of these points in turn.

11. (a) Goods not in ordinary course of transit. In the present case the goods never started on "the ordinary course of transit" within the meaning of the first paragraph under cl. 1 of the ICC. The policies were all named policies identifying the "Ta Hung" as the particular vessel in which the goods were to be shipped (see Arnould Law of Marine Insurance & Average, 16th Ed para. 21); it is irrelevant whether the named vessel was better or worse than some other vessel - the name of the vessel fixed it as part of the definition of the adventure. Likewise, the identification of Limassol as the destination, with no express provisions in the policies for "on-carriage", (i.e. transhipment), meant that prima facie the adventure involved transit direct to Limassol. Although Blue Sky sought to represent that the ordinary course of transit as defined above was being pursued, by causing false on board bills of lading to be issued (purporting to be on behalf of the Master of the "Ta Shun") for carriage by the "Ta Shun" to Limassol, in fact the transit eventually undertaken was on board a completely different vessel, the "Ta Hung", for a completely different destination, Keelung. Further, the goods were discharged at Keelung without any apparent arrangement for on-carriage and remained there for an inordinate period of delay during which there was an unwarranted claim for extra freight, before at last being shipped on board the "Intellect". The Respondents submit that none of the above could be said to fall within the term

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"the ordinary course of transit". Thus, prima facie, the Appellants were not covered under the respective policies. To maintain their claim, the Appellants have to show that, on the facts, the relevant events fell within the third paragraph under cl. 1 of the ICC, or that the "held covered" provisions under cl. 4 hereof apply.

12. (b) Termination of the COAs or Adventures

So far as Wantex Trader ("Wantex") were concerned, the COAs were evidenced by bills of lading which purported to record that the goods had been shipped on board the "Ta Shun": see cl. 35 on the
150 reverse of the bills of lading. At all material times, the goods remained on shore and the bills of lading were fraudulent documents which may well not even have been binding on the Owners of the "Ta Shun" (see para. 18 below). If there was ever an intention by anyone to load the goods on board the "Ta Shun" for Limassol, that intention did not survive the actual shipment of the goods on board the "Ta Hung" for Keelung. At latest at this stage there was not merely a fundamental but a final breach of the COAs, and the Respondents submit that those contracts as well as the adventures were at an end. Any purported carriage that took place on board the "Ta Hung" had nothing to do with the performance contracted for or with the contemplated adventures: at best such carriage represented an attempt by Blue Sky unilaterally to avoid the consequences of their misconduct. The non-arrival of the "Ta Shun" and/or the loading of the goods on board the "Ta Hung" meant that the COAs were impossible of performance. In those circumstances, the Respondents submit that it is nothing to the point that cargo interests never purported to accept such conduct as a repudiation (cf. per Sir
114 lines Alan Huggins V-P). The COAs and the adventures
43-46 were at an end, regardless of the mind or will of any of the parties involved.

13. Alternatively, the Respondents submit that insofar as the Appellants seek to point to cl. 13 on the reverse of the bills of lading (paras. 16-22 below) the rights afforded thereby go far beyond a mere "variation of the adventure". Insofar as cl. 13 may be invoked, the position of the carrier after transfer of the goods to some different vessel conveyance etc. is as described in sub-para. 2 thereof, i.e. ".... performance ... . shall be considered complete". The Respondents, therefore submit that the impact of the exercise of any liberty under cl. 13 would

have been to terminate the COAs or adventures. RECORD

14. In the further alternative, the Respondents submit that the COAs and adventures must have terminated when the goods were carried in the wrong vessel, in the wrong direction, and only as far as Keelung where they were discharged without any apparent arrangement being made for on-carriage. Again, the Respondents say that the events that occurred went far beyond a mere variation of the adventure. In the words of Cons JA it had become "a completely different adventure". 119 lines 5-52

15. If the COAs or adventures terminated as above, the goods were no longer on risk at the date of the casualty: see cl. 2 of the ICC. The Appellants cannot place any reliance on the third paragraph under cl. 1 of the ICC since such paragraph is expressly made "subject to ..... the provisions of Clause 2 below."

16. (c) Effect of the third paragraph under cl. 1 of the ICC The Respondents submit that in any event the third paragraph under cl. 1 of the ICC does not avail the Appellants. "Deviation" appears to have been relied upon by Appellants before the learned judge, but the Respondents submit that the expression is to be understood in the same sense as s. 46 of the MIO. Applying that section, there was no deviation. As to the "Ta Shun", the vessel never started on any voyage and, if it be relevant, the "Ta Hung" was always destined for Keelung, so that she had "lawful excuse", for not proceeding to Limassol. However, the Respondents understand that the Appellants' primary case is that carriage on board the "Ta Hung" to Keelung and subsequent events arose "from the exercise of a liberty granted to the shipowners or charterers under the contract of affreightment" and amounted to "a variation of the adventure". The Respondents challenge such contention on a number of grounds, as follows.

17. First, the Respondents submit that on the true construction of the bills of lading, no liberty was granted to the carrier to do the acts relied upon. The printed form of bill of lading was a "received for shipment" bill of lading, and it is right first to approach the true construction of cl. 13 on the reverse thereof in such context. So read, it emerges that 141

(a) as to the initial carriage, the carrier may use the named or some other vessel or conveyance;

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(b) as to subsequent carriage, there may be transhipment from that initial vessel or conveyance.

Turning to the bills of lading in the present case, it is submitted that the variation from "received for shipment" to "on board" bills of lading renders alternative (a) otiose. A carrier cannot purport to issue "on board" bills of lading for vessel "A" and then place the goods on board vessel "B"; alternatively, it may be said that by issuing a bill of lading with the stamped endorsement "on board" for vessel "A", he is abandoning any right under the first part of printed cl. 13 to make the initial shipment by the vessel "B". What of alternative (b)? The short answer is that this does not arise on the facts, since in order for goods to have been transhipped from the "Ta Shun" they would have had to have been shipped on board that vessel in the first place, an event which never happened. The Respondents, therefore, submit that the Appellants' case on cl. 13 fails at the outset.

18. Secondly, the Respondents submit that insofar as a liberty may have been granted by cl. 13, it was granted not to Blue Sky but to the relevant carrier, namely the owners or demise charterers of the "Ta Shun": see cl. 1 on the
136 reverse of the bill of lading. As to ownership, enquiries made by the Appellants' lawyers showed
214 that the "Ta Shun" belonged to Hung Navigation Co. Ltd. Sir Alan Huggins V-P was, with respect, wrong in suggesting that the learned judge might have approached matters "on the basis that Blue
111 lines Sky was the owner and therefore the carrier". In
17-19 fact, the learned judge assumed that Blue Sky were
71 lines charterers of the "Ta Shun" and the parties agreed
44-46 on this, but it is respectfully submitted that
110 line such is not enough to render Blue Sky the carriers.
31 Blue Sky would have had to have been demise charterers to be the carriers. The Respondents submit that it is much more probable that a small line such as Blue Sky were simply time or voyage charterers - and indeed may have been voyage charterers in respect of only part of the space on board the "Ta Shun". In any event, the burden of proof was upon the Appellants, and they adduced no evidence to show that the relevant rights under cl. 13 were ever vested in Blue Sky.

19. If, as the Respondents submit, the relevant rights under cl. 13 could only have been vested in the owners etc. of the "Ta Shun", there is nothing to show that they ever purported to exercise those

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rights. There is no evidence to suggest that the owners etc. of the "Ta Shun" were aware of the fraud that had been committed by Blue Sky/Seawise; in particular there is no evidence to suggest that they were aware that false or any bills of lading had been issued by Seawise purporting to be on behalf of the Master of "Ta Shun", which vessel was never at any material time at Hong Kong. Thus, no inference can be drawn that the owners etc. of the "Ta Shun" were in any way concerned with the arrangements to use the "Ta Hung" rather than the "Ta Shun". Such arrangements would prima facie seem exclusively to have been within the province of Blue Sky and, so the Respondents submit, had nothing to do with cl. 13 of the bills of lading.

20. Thirdly, even if cl. 13 might in certain circumstances have been relied upon by Blue Sky, the Respondents say that it could not have been relied upon in the present case, alternatively that the Appellants do not establish that it was ever in fact relied upon by Blue Sky. In short, the Respondents say that Blue Sky were not acting under but in defiance of the bills of lading. The Respondents submit that both the third paragraph under cl. 1 of the ICC and cl. 13 of the bills of lading postulate a liberty being exercised so as to vary a COA hitherto being performed according to its terms. The Respondent submit that cl. 13 cannot be invoked so as to rescue the carrier from the consequences of wrongful conduct, particularly where such conduct represents a fundamental breach from the outset. It would be a travesty to categorise Blue Sky's conduct as representing the exercise of a liberty: what they were doing was committing a fraud and then seeking to "cover up" that fraud by shipping the goods to a different destination on a different vessel. The evidence is also consistent with this analysis. Far from Blue Sky ever relying on any alleged liberty, until a late stage they were representing that the "Ta Shun" was to call at Cyprus: see e.g. the testimony of Mr. Cheung. In all the circumstances, even if rights might have been available to Blue Sky under cl. 13, it is quite impossible to infer that what was done represented, or was ever intended to represent, an exercise of those rights by Blue Sky.

55 lines 45-45

21. Fourthly, and in any event, what was done in respect of the goods does not fall within the ambit of cl. 13. The Respondents submit that as to the initial shipment, only the first few lines of cl. 13 have any application - namely those giving the carrier the right "to forward ... the

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goods ... to their destination". The Respondents submit that for cl. 13 to apply the carriers were obliged to make a contract with the "Ta Hung" for the carriage of goods to their true destination, Limassol. The Respondents submit that a contract merely to have the goods carried on the "Ta Hung" to Keelung would not represent the valid exercise of the liberty. Cl. 13 assumes a once and for all exercise of his liberty by the first carrier. Once the goods had been placed on board a different vessel, the"Ta Hung", the only persons vested with rights to tranship etc. were the owners of the "Ta Hung" i.e. the "vessel" referred to. Yet, the arrangements made with the owners of the "Ta Hung" precluded further transhipment under cl. 13, since carriage under the "Ta Hung" bill of lading ended, as it was intended to, at Keelung. In this regard, it is, so the Respondents submit, irrelevant whether Blue Sky did or did not have the intention of again taking over arrangements for on-carriage of the goods at Keelung. If there was no valid exercise of the liberty under cl. 13 in the first place, Blue Sky's subsequent conduct cannot be justified by reference thereto.

141 line 23

22. Fifthly, the Respondents submit that what happened went beyond a mere variation of the adventure. Having regard to all the circumstances, the Respondents submit that shipment ab initio on board a different vessel to a different destination with storage for an inordinate period represented a new adventure. What happened was, so the Respondents submit, right outside the ambit of what a reasonable insurer or reasonable assured would regard as a variation and the Respondents repeat paragraph 14 above, mutatis mutandis.

(2) Clause 4 of the ICC

23. In the alternative, the Appellants submitted that they were entitled to be "held covered" under cl. 4 of the ICC, which reads as follows:

> "Held covered at a premium to be arranged in case of change of voyage or in case of any omission or error in the description of the interest vessel or voyage".

24. The Respondents submit that the events in question do not fall within the ambit of cl. 4 of the ICC. First, there was no "change of voyage", a phrase which bears the same meaning as is found in s. 45 of the MIO. The "Ta Shun" never started on any voyage; there was from the outset the substitution of a completely different voyage by a completely different vessel. Secondly, there

was no "omission or error in the description of the .... vessel or voyage". There was no inaccuracy in the information given to underwriters, as recorded on the face of the policies. What happened is that, unknown to Wantex, Blue Sky either had no intention, or at some stage changed their intention, to ship the goods per the "Ta Shun" to Limassol.

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25. In any event, the Respondents submit that the "held covered" provisions cannot be relied on having regard to the circumstance that prompt notice was not given: see the conclusion of Sir Alan Huggins V-P, the only judge who appears to have expressed a view on this point. On the facts, however, Sir Alan Huggins V-P was plainly right. The evidence showed that Wantex were well aware that ship/destination had changed at the latest in October 1976 (see the testimony of Mr. Cheung). Yet, Wantex deliberately refrained from giving any notice to the Respondents until 1st December 1976 in a letter sent after the casualty which contained incorrect information as to the movement of the goods and vessels. The Respondents further submit that it is Wantex' conduct that is material, and it is nothing to the point that the policies may have been assigned to the Appellants: see s. 50(2) of the MIO. In all the circumstances, the Respondents submit that they were entitled to refuse to "endorse the policies" or otherwise to hold the Appellants covered.

114 lines 23-35
21 lines 44-52
53 lines 26-29
55 lines 3-14 202
207

26. If, contrary to the Respondents' primary submission, the Appellants are "held covered" the matter would technically have to be referred back to the Hong Kong Court in order to resolve what, in the circumstances of the case, would have represented an appropriate premium.

III. Non-disclosure

27. Logically, avoidance for non-disclosure should come first, but the Respondents deal with it at this stage since non-disclosure represents only a partial answer to the claim: the Respondents seek to avoid for non disclosure only in relation to the two August 1976 consignments of 58 and 41 bales respectively, covered by policies dated 31st July 1976.

159,170

28. In relation to these consignments, the Respondents say that Wantex failed to disclose material circumstances known to them or which ought to have been known to them in the ordinary

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course of business, within the meaning of s.18(1) of the MIO. In particular, the Respondents say that in the ordinary course of business Wantex knew or ought to have known that the "Ta Shun" had yet to arrive at Hong Kong, so that the bill
135 of lading for the first consignment was a false document, and false documents were, therefore, liable to be issued in relation to subsequent shipments.

29. In support of their contentions, the Respondents refer in particular to the following facts and matters:

(a) The person best able to deal with the situation was Mr. KL So, who was not
54 lines 28-31 called. It was said that he could not be located, although the evidence of
17 lines 1-4 his one-time assistant, Mr. Cheung was to the effect that he, Mr. Cheung, had
51 lines 37-51 been able to locate Mr. So.

(b) The South China Morning Post of 27th July 1976 described the "Ta Shun" as
249 only due to arrive on 30th July; and the South China Morning Post of 30th July described the vessel as only due
250 to arrive on 2nd August; yet, the bill of lading for the first consignment purported to record 66 bales loaded on
135 28th July.

(c) Mr. Cheung admitted that in the ordinary course of events, Wantex should have checked the local newspapers (such as the South China Morning Post) in order
34 lines 48-50 to see whether the "Ta Shun" was actually
38 lines 7-11 in port. He admitted also that had the goods been at Wantex' rather than the Appellants' risk after shipment, a much
42 line 50 to 43 line 46 more rigorous attitude was liable to have been adopted.

(d) There was evidence from Mr. Fritz
235,254 Pleitgen, an experienced exporter in Hong Kong, showing that it was the practice in Hong Kong , when dealing with non-conference or small shipping lines (such as Blue Sky) to check arrival or departure dates from the daily newspapers. The Appellants did not seek to cross-examine Mr. Pleitgen upon his statement, and no evidence was called to suggest that the practice of small organisations was different from the practice which he
121 line 48 had deposed to. Cons JA was right in

saying that the learned judge ought not to have drawn any distinction between large and small organisations.

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On the evidence, therefore, Wantex knew or ought to have known of the circumstances referred to in the previous paragraph, which were undoubtedly material to the risk which the Respondents were being asked to underwrite on 31st July 1976.

30. The Respondents respectfully submit that the Court of Appeal were wrong in suggesting, obiter, that the two policies could not have been avoided for non-disclosure (see per Sir Alan Huggins and Cons JA). S.18(1) of the MIO is quite general, and there is no differentiation between information which has been received in fact as opposed to information which might be received in the ordinary course of business. It is not the Respondents' case that Wantex were obliged "to go out to look for" or "to investigate" information; it is the Respondents' case that Wantex were obliged to use information which was available to them in the ordinary course of business, and to draw the obvious conclusions from that information - namely that false documents were liable to be issued in relation to the shipments in question.

109 lines 25-41
122 lines 3-7

Conclusion

31. The Respondents contend that this Appeal should therefore be dismissed or alternatively allowed only in part for the following among other reasons.

R E A S O N S

(1) The goods never came on risk.

(2) If the goods did come on risk, they were no longer on risk at the date of the casualty.

(3) At the date of the casualty, the goods had long since departed from "the ordinary course of transit" within the meaning of cl. 1 of the ICC.

(4) At the date of the casualty, the contracts of affreightment/adventures had terminated, within the meaning of cl. 2 of the ICC.

(5) The facts do not show that there was a "deviation" within the meaning of the third paragraph under cl. 1 of the ICC.

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(6) The facts do not show that there was any "variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment" within the meaning of the third paragraph under cl. 1 of the ICC, in particular because -

(a) on the true construction of the bills of lading, no liberty was granted to perform the acts in question;

(b) if such liberty was granted, it was not vested in Blue Sky and there was no evidence that the owners etc. of the "Ta Shun" ever purported to exercise such liberty;

(c) even if the liberty was vested in Blue Sky, Blue Sky's conduct did not represent the exercise of such liberty;

(d) insofar as the goods were only shipped as far as Keelung, there was no valid exercise of such liberty;

(e) in any event, what occurred went beyond a mere "variation of the adventure".

(7) The Appellants were not entitled to be "held covered" under cl. 4 of the ICC, because there was no relevant change of voyage or error or omission, and because prompt notice was not given.

(8) In any event, the Respondents were entitled to avoid two of the three policies for non-disclosure.

ABR. HALLGARTEN Q.C.

C. C. RUSSELL

No. 13 of 1982

IN THE PRIVY COUNCIL

O N A P P E A L

FROM THE COURT OF APPEAL OF HONG KONG

B E T W E E N :

GEORGE KALLIS (MANUFACTURERS) LIMITED
Appellants
(Plaintiffs)

- and -

SUCCESS INSURANCE LIMITED
Respondents
(First named Defendants)

CASE FOR THE RESPONDENTS

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Ref: MLC:7407:2