

1967/14

IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL No.28 of 1966

ON APPEAL
FROM THE HIGH COURT OF SINGAPORE

B E T W E E N :

LAU LIAT MENG Appellant

- and -

DISCIPLINARY COMMITTEE Respondents

IN THE MATTER of ORIGINATING SUMMONS No.86 of 1965
in the High Court at Singapore

IN THE MATTER of THE ADVOCATES AND SOLICITORS
ORDINANCE (Chapter 188)

- and -

IN THE MATTER of AN ADVOCATE AND SOLICITOR

RECORD OF PROCEEDINGS

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MARK

ACCESSION NUMBER

91464

UNIVERSITY OF LONDON
INSTITUTE OF ADVANCED
LEGAL STUDIES
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25 RUSSELL SQUARE
LONDON, W.C.1.

(i)

IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL No.28 of 1966

O N A P P E A L
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B E T W E E N :

LAU LIAT MENG

Appellant

- and -

DISCIPLINARY COMMITTEE

Respondents

IN THE MATTER of Originating Summons No.86 of 1965
in the High Court of Singapore

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Ordinance (Chapter 188)

IN THE MATTER of an Advocate and Solicitor

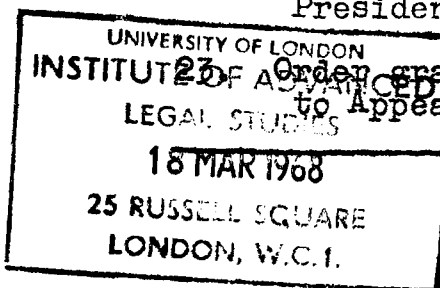
RECORD OF PROCEEDINGS

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EXHIBITS TRANSMITTED TO THE PRIVY COUNCIL
BUT NOT REPRODUCED

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IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL No.28 of 1966

O N A P P E A L
FROM THE HIGH COURT OF SIGNAPORE

B E T W E E N :

LAU LIAT MENG Appellant

- and -

DISCIPLINARY COMMITTEE Respondents

10 IN THE MATTER of Originating Summons No.86 of 1965
in the High Court at Singapore

IN THE MATTER of The Advocates and Solicitors
Ordinance (Chapter 188)

IN THE MATTER of an Advocate and Solicitor

RECORD OF PROCEEDINGS

Nc.1

TO ANSWER ALLEGATIONS

IN THE MATTER OF LAU LIAT MENG AN ADVOCATE AND
SOLICITOR

- and -

20 IN THE MATTER OF THE ADVOCATES AND SOLICITORS
ORDINANCE (CHAPTER 188)

In The High
Court in
Singapore

No.1

To Answer
Allegations.
7th October
1964.

I, the undersigned EMANUAL ALBUQUERQUE,
hereby make application that LAU LIAT MENG of 10C
(10th Floor), Asia Insurance Building, Singapore 1,
an Advocate and Solicitor of the High Court of the
State of Singapore, may be required to answer the
allegations contained in the complaint set out in
the Statement of the case which accompanies this
application.

In the High Court in Singapore

No.1

To Answer Allegations. 7th October 1964. (Cont.)

In witness whereof I have hereunto set my hand this 7th day of October, 1964.

Sgd: E. Albuquerque,
Secretary to the Disciplinary Committee.

No.2

Amended Statement of the Case. 11th December 1964.

No.2

AMENDED STATEMENT OF THE CASE

1. Lau Liat Meng of No.463-A, River Valley Road, Singapore, an Advocate and Solicitor of the High Court of the State of Singapore of about two years standing is the sole proprietor of the firm of Lau Liat Meng and Company of No.10-C Asia Insurance Building, Singapore. 10

2. In or about October, 1963 one Cham Siew Why of No.35-P, Whampoa Road, Singapore consulted Lau Liat Meng regarding the death of his son, Cham Siak Hoy, on the 9th September 1963 as the result of a road accident in Jalan Kebun Limau, Singapore.

3. Following a discussion at the residence of Lau Liat Meng at No. 463-A River Valley Road, Singapore it was agreed between him and Cham Siew Why that the latter should pay to Lau Liat Meng, as his professional fees for acting on behalf of Cham Siew Why, 25% of the amount of any damages which might be recovered by the said Cham Siew Why if the amount of those damages exceeded \$3,000-00 or 20% thereof if the same were less than \$3,000-00. 20

4. On or about the 14th January, 1964 following negotiations between Lau Liat Meng and Singapore Traction Company Limited Cham Siew Why instructed Lau Liat Meng to accept the sum of \$4,000-00. in full settlement of his claim for damages arising out 30

of the death of his son. Lau Liat Meng accordingly did so.

In the High
Court in
Singapore

No.2
Amended State-
ment of the
Case.
11th December
1964.
(continued)

10 5. On or about the 11th February, 1964 the Registrar of the High Court Singapore taxed Lau Liat Meng's Solicitor and Client Bill of Costs against Cham Siew Why and certified that a sum of \$685-50 together with \$19-00 for stamp fees was due thereon. On or about the 19th day of February, 1964 the Public Trustee paid the sum of \$705-50 to Lau Liat Meng as his taxed costs and on the 22nd February 1964 the balance of the said sum of \$4,000-00 namely \$3,244-50 was paid to Cham Siew Why (after deduction therefrom of a sum of \$50-00) being the amount due to the Public Trustee under and by virtue of Rule 19 of the Motor Vehicles (Third-party Risks and Compensation) Rules, 1960.

20 6. On or about the 22nd February 1964 Cham Siew Why went to the office of Lau Liat Meng at his request whereupon the latter demanded payment of a further sum of \$750-00 in respect of his costs, in addition to the said \$705-50 already received from the Public Trustee. Cham Siew Why protested upon the ground that according to the terms of the agreement referred to in paragraph 3 hereof the amount still due was \$294-50 being the balance outstanding of \$1,000-00 representing 25% of the sum of \$4,000-00 recovered, the amount of \$705-50 already having been paid to Lau Liat Meng by the Public Trustee as stated in
30 paragraph 5 hereof. Lau Liat Meng thereupon agreed to accept the sum of \$700-00 in settlement of his fees.

40 7. Cham Siew Why, being advised to do so, paid the said sum of \$700-00 to a relative of Lau Liat Meng, namely, the proprietor of a provision shop at No.18 Kim Keat Road, Singapore and on the 28th February 1964 Cham Siew Why received a receipt from Lau Liat Meng expressed to be for his professional services in attending the inquest into the death of Cham Siak Hoy.

8. It is alleged against the said Lau Liat Meng that he, in his capacity as an Advocate and Solicitor of the High Court, Singapore :-

In the High
Court in
Singapore

No.2

Amended State-
ment of the
Case.

11th December
1964.

(continued)

(i) received or accept payment of money from the said Cham Siew Why, namely, \$700-00, contrary to the provisions of Section 17(3) of the Motor Vehicles (Third-party Risks and Compensation) Ordinance 1960, and thereby ~~committed an offence under Section 17(4) of the said Ordinance;~~ has been guilty of grossly improper conduct in the discharge of his professional duty within the meaning of Section 25(2)(b) of the Advocates and Solicitors Ordinance (Chapter 188); 10

~~(ii) entered into an agreement with the said Cham Siew Why which he knew or ought to have known was an agreement to commit an unlawful act; namely an agreement to receive or accept monies contrary to Section 17(3) of the Motor Vehicles (Third-party Risks and Compensation) Ordinance 1960; and was thereby guilty of grossly improper conduct in the discharge of his professional duty within the meaning of Section 25(2)(b) of the Advocates and Solicitors Ordinance (Chapter 188);~~ 20

(ii) by such act, namely the receipt or acceptance of such money as aforesaid, did an act which would render him liable to be disbarred or struck off the rolls of the court or suspended from practice or censured if a barrister or solicitor in England within the meaning of Section 25(2)(i) of the Advocates and Solicitors Ordinance (Chapter 188); 30

(iii) entered into an agreement with the said Cham Siew Why which he knew or ought to have known was champertous, namely, an agreement to receive or remuneration for his professional services by way of percentage on the amount which might be recovered by the said Cham Siew Why and was thereby guilty of grossly improper conduct in the discharge of his professional duty within the meaning of Section 25(2)(b) of the Advocates and Solicitors Ordinance (Chapter 188); ~~or alternatively, within the meaning of Section 25(2)(i) of that Ordinance.~~ 40

(iv) by such act, namely, the said champer-
tous agreement as aforesaid, did an act
which would render him liable to be
disbarred or struck off the rolls of the court
or suspended from practice or censured
if a barrister or solicitor in England
within the meaning of Section 25(2)(i) of
the Advocates and Solicitors Ordinance
(Chapter 188).

10 Whereby he the said Lau Liat Meng is liable to
be struck off the roll of the court or suspended
from practice or censured in pursuance of the
provisions of Section 25(1) of the Advocates and
Solicitors Ordinance (Chapter 188).

~~Dated this 6th day of October, 1964.~~
Redated this 11th day of December, 1964.

In the High
Court in
Singapore

No.2

Amended State-
ment of the
Case.

11th December
1964.

(continued)

No.3

Statement of the Defence.

20 1. Paragraph 1 of the Statement of Case is
admitted.

2. The said Lau Liat Meng was first consulted
by Leong Yoke Sin the wife of the said Cham Siew
Wai and not by the said Cham Siew Wai as is
stated in paragraph 2 of the Statement of Case.
Further the 1st Consultation as aforesaid took
place on the 11th September 1963 concerning the
death of the said Cham Siak Hoy which occurred
on the 7th August 1963 and not on the date stated
in paragraph 2 of the Statement of Case.

30 3. Paragraph 3 of the Statement of Case is
denied in toto save and except that the said
Cham Siew Wai and certain members of his family
did meet the said Lau Liat Meng at his residence
following the 1st Consultation as stated in para-
graph 2 above. The said Lau Liat Meng specifically
denies any agreement being concluded in respect
of his professional fees in the terms as stated
in paragraph 3 of the Statement of Case.

No.3

Statement of
the Defence.
13th November
1964.

In the High
Court in
Singapore

No. 3

Statement of
the Defence.
13th November
1964.
(continued)

4. Paragraph 4 of the Statement of Case is admitted.

5. Save that the said Lau Liat Meng has no knowledge when and what sum of money and to whom the Public Trustee made payment paragraph 5 of the Statement of Case is admitted, subject to the date of the taxation and the amount of the bill being 6th February 1964 and \$686.50 respectively.

6. In answer to paragraphs 6 and 7 of the Statement of Case the said Lau Liat Meng says that he was duly instructed by the said Cham Siew Wai to attend the Coroner's Inquiry into the death of the said Cham Siak Hoy to represent the interests of the deceased and also to hold a watching brief the prosecution of one Loh Teck Poh charged with causing the death of the said Cham Siak Hoy. 10

7. On or about the 22nd February 1964 when the said Cham Siew Wai called at the office of the said Lau Liat Meng the said Coroner's Inquiry had taken place but the said prosecution had not. The said Lau Liat Meng claimed his professional fees for having attended at the said Coroner's Inquiry at \$350/- and his professional fees for attending at the said prosecution on a watching brief at \$350/- making a total of \$700/- which was agreed upon as previously arranged. 20

8. The said Cham Siew Wai agreed to pay the said professional fees of \$700/- as aforesaid and left a crossed cheque in favour of the said Lau Liat Meng's firm with the proprietor of a provision shop at 18 Kim Keat Road and a receipt dated the 27th February 1964 was duly issued to the said Cham Siew Wai. The proprietor of the said provision shop is an uncle to the said Lau Liat Meng and the said Cham Siew Wai is and was a customer of long standing of the proprietor of the said provision shop. 30

9. The said Lau Liat Meng having failed to attend the said prosecution on a watching brief on the 24th March 1964 did not feel justified in retaining the professional fees of \$350/- he had 40

been paid and on the 13th April his Solicitors Messrs. Murugason & Co. forwarded their cheque for \$350.00 to the said Cham Siew Wai.

In the High
Court in
Singapore

10. Save as admitted by paragraphs 6, 7, 8 and 9 above, the allegations contained in paragraphs 6 and 7 of the Statement of Case are denied as though each such allegation was set out seriatim and specifically traversed.

No.3

Statement of
the Defence.
13th November
1964.
(continued)

11. In the premises the said Lau Liat Meng

10 (i) denies that he received or accepted payment of money from the said Cham Siew Wai, namely \$700/-, contrary to the provisions of S17(3) of the Motor Vehicles (Third Party Risks and Compensation) Ordinance 1960 and further denies that he has committed an offence under S.17(4) of the said Ordinance.

20 (ii) denies that he entered into an agreement to receive or accept monies contrary to S.17(3) of the Motor Vehicles (Third Party Risks and Compensation) Ordinance 1960 and further denies that he was guilty of grossly improper conduct in the discharge of his professional duties within the meaning of S.25(2)(b) of the Advocates and Solicitors Ordinance (Chap.188).

30 (iii) denies that he entered into a champertous agreement to receive and accept remuneration for his professional services by way of percentage on the amount which might be recovered by the said Cham Siew Wai and further denies that he was guilty of grossly improper conduct in the discharge of his professional duties within the meaning of S.25(2)(b) of the Advocates and Solicitors Ordinance (Cap. 188) or alternatively within the meaning of S.25(2)(i) of that Ordinance.

40 Dated this 13th day of November, 1964.

Sg: M.Karthigesu

M.Karthigesu.

In the High
Court in
Singapore

No.4

Proceedings

No.4
Proceedings
8th December
1964.

10.00 a.m. - 8.12.1964 - Hilborne for Bar
Committee Kathigesu &
Murugason for Lau Liat
Meng
Mary Lim conveys her
apologies for being
absent when the case was
previously mentioned
due to fact that the car
she was in broke down in
the floods.

10

Hilborne applies to amend paragraph 8(i) by
substituting the words "has been
guilty of grossly improper conduct
in the discharge of his professional
duty within the meaning of Section
25(2)(b) of the Advocates and
Solicitors Ordinance", for the words 20
appearing after "thereby" in that
paragraph.

Kathigesu has no objection

Statement of Case amended accordingly
Statement of Defence marked "P.W.1."
List of Documents marked "P.W.2"
with annexure pgs. 15, 19 added on.
The Documents in the list are agreed
between Counsel.

Hilborne

30

Events in chronological order.

9.8.1963 - date of boy's death

11.9.1963 - his mother and one brother went to
provision shop at 18 Kim Keat Road
where they normally got provisions.
They know that prop. Koh Siang
Teck was uncle of Respondent. While
in shop made enquiries and Koh rang
Resp. and the Mother and son went to

Respondent's office. Resp. was then with Oehlers and Choa.

In the High Court in Singapore

No.4

Proceedings
8th December
1964.
(continued)

The question arose as to fees and Resp. informed them that fees would be 30% per cent of amount recovered, if amount recovered exceeded \$3,000/-, and 25% if amount below \$3,000/-. They informed Resp. that they would go back and consult Father, Cham Siew Why, and did so at family meeting. The object of the meeting was to discuss the fees which was considered too high.

10

T They all went back to Resp.'s residence in River Valley Road, except the mother i.e. father, 2 sons and daughter. The upshot was that Resp. amended his fee to 25% if over \$3,000/- and 20% if under \$3,000/-. This was agreed, and resulted in execution of Warrant to Act. P.W.2(3).

20

14.11.63 - Date of Inquest.

11.1.64 - New Warrant to Act signed - P.W.2(7)

Authority to appropriate party and party costs. P.W.2(8)

17.1.64 - Resp. authorised to accept \$4,000/-.

30.1.64 - Resp. Sol/Client bill for taxation, date of P.W.2(15)

3&4.2.64 - Proceedings in 3rd Dist. Ct. against bus driver involved in the accident. Case came on for hearing on the 3rd and postponed to 4th and again postponed. Lau not present on either day.

30

11.2.64 - Bill was taxed.

12.2.64 - Complt. went to Public Trustee's Office and was informed of amount of bill.

19.2.64 - Resp. was paid the amount of his taxed bill - \$705.50

In the High
Court in
Singapore

No. 4

Proceedings
8th December
1964.
(continued)

22.2.64 - Complt. paid balance \$3,244.50 by Public Trustee. He and younger son went to Resp's office in pursuance of earlier request conveyed through provision shop keeper Mr. Koh. Respt. demanded another \$750/- as his fee then reduced it to \$700/-.

26.2.64 - Cheque for \$700/- given to shop.

28.2.64 - Complt. received receipt by post.P.W.2(11)

24.3.64 - Postponed date of Criminal trial - again Respondent not present. 10

8.4.64 - Summons served on Resp. under S.57(i) C.P.C.

13.4.64 - Murugason sent cheque for \$350/- to Complainant. P.W.2(13).

17.4.64 - Reply. P.W.2(14).

12.9.64 - Civil disturbances 2nd period - 1st day - Before they started Quek Cheng Hong was taken in a taxi by a Chinese lady name unknown to Lau's office. He had been witness of the accident. He returned to Lau's office on 14th and a Statement taken from by Murugason's clerk. On 21st taken to Lau Liat Meng's office. 20

On a date uncertain Chinese lady visited house of Complainant and asked him to settle these proceedings. 8.4.64 was when these proceedings first intimated to Respt. when Lionel Chee served Summons on him. 5th June 1964 was date of letter from Bar Committee to Respt. 30

Law: S.17(3) - branches out of S.49 Advocates and Solicitors Ordinance.

Hilborne agrees that proceedings in Police Court and Coroner's Court are not "proceedings" within the meaning of Section 17(2) of Ord.1 of 1960. Refers to S.25(2)(b) & (1) Adv. & Solrs.Ord. Champerty defined to Cordery p.247 5th edition.

Calls evidence.

No.5Chan Siew Wai

Chan Siew Wai affirmed speaks Cantonese
35-P Whampoa Road.

In the High
Court in
Singapore

Complainants
Evidence

No. 5

Chan Siew Wai
Examination.

I am a mechanic. I am the Father of Chan Siak Hoy who was killed in a motor accident. We rule that Lau's Solicitors may have access to statements. I went to the residence of Lau Liat Meng some weeks later. (Identified Lau Liat Meng).
10 I went with my son and daughter. The son was Chan Wei Pun. I had not met Lau before I went there to ask him to deal with my son's accident matter. I wanted him to handle my deceased's son's matter - and we also discussed the expenses. He suggested his fee at 25% if the compensation was \$3,000/- and 30% if more than \$3,000/-. I suggested 20% for former or 25% if latter. He agreed. I signed a document by attaching my thumb print.

20 At time I conversed with him directly in Teochew. When I did'nt understand him my son spoke to him in English. The agreed fee was 25% in respect of all work - the whole matter. That same day we went to the place of the accident and I showed the Respondent what happened.

30 Some months later I went to Mr. Lau's house again. This was the second occasion. It was in connection with the amount I would receive as compensation. He mentioned about \$4,000/-. I instructed him to accept it.

40 Sometime after that I went to an office in this building. I went with my second son Chan Sek Hong. I saw the officer there, and he asked me whether I was prepared to accept \$4,000/- as compensation for my son. I said that I was. He told me that Mr. Lau was to get \$700/- as his fee and I was to get the balance of \$3,200/- or so. \$50/- was for stamp fees payable to that office. He told me that \$700/- odd was to be paid to Lau as his fee.

I received a cheque for the \$3,000/- odd from this gentleman. I was then with my son, Sek Hong.

In the High
Court in
Singapore

Complainants
Evidence

No.5

Chan Siew Wai
Examination.
(continued)

Having received the cheque I went to see Lau on the same day because I was asked to go, but I can't remember by whom. I went with my son. Lau was there. There was a discussion. He told me that since I had got my money I should pay him his fees. He said he had done a lot of work in the case. He spoke to me through my son in English asking me to pay him another \$750/-. I told him that the compensation was only \$4,000/- all I had to do was to pay him another \$300/- to make up the 25% because I had promised to pay 25% of compensation exceeding \$3,000/-. So \$1,000/- was the correct figure. The other \$700/- had already been deducted by the Public Trustee. Lau said he would not accept \$300/-. When I was about to leave he said it was up to me whether I paid or not. During the discussion he reduced his demand from \$750/- to \$700/-. I said I would pay him later, when he had dealt with another case concerning the same son. This case was pending from trial. 10 20

I kept the cheque for \$3,000/- odd. Lau told me to go to the bank quickly and cash the cheque as it was about to close but it was too late to do so. I went home.

I had a discussion with my second son Sek Hong at home and decided not to pay the \$700/-. My son went to consult a certain Mr. Ho, as a result of which I was introduced to a certain Mr. Lim. Lim gave me a cheque and I was to give this cheque to the provision shopkeeper because earlier Mr. Lau had suggested that the cheque be handed to the provision shopkeeper. I know this shopkeeper by sight - I used to patronise this shop. I gave him the cheque. I did not receive a receipt from the proprietor. (Shown receipt copy of which is on P.11 of P.W.2). I can't remember this. It may have been sent to us. 30

Subsequently I made a report to the police. I gave a statement.

About 2 to 4 months ago a Chinese lady came to my house. 40

Kathigesu objects to his evidence and discussion follows.

Committee rules evidence inadmissible.

Adjourned till - 2.15 p.m.

Resumed - 2.20 pm.

In the High
Court in
Singapore

Complainants
Evidence

No.5

Chan Siew Wai
Examination.
(continued)

Cross Examination Kathigesu

10 My son died on the 7th or 9th August 1963.
I can't remember when my wife and son went to see
the Respondent. It was on the date of the night
that I went to see the Respondent at his house.
It was about a month after my son's death. I
knew my wife was going - I could'nt go because
of my work. I told my wife to make an appoint-
ment for me to see Respondent. I had not met
the Respondent before.

Cross-
Examination.

20 I was introduced to him through his uncle the
provisions shop owner. I knew that this man's
nephew was a lawyer. I still have dealings with
the provision shop. I asked this shopkeeper to
make an appointment for my wife to see the
Respondent. Before making arrangements to Mr. Lau
I was brought to see another lawyer - Murphy. I
was told by the clerk that Murphy was on holiday.
I can't remember if I discussed fees. I was told
that Mr. Murphy would not over charge or under-
charge me and that the fee would be in accordance
with the costs allowed. I knew that the Court
would have something to do with fixing the costs -
I knew something about this.

30 When I went to Mr. Lau's house for the first
time it was because my wife had made the appoint-
ment. I did not know what was discussed by my
wife and Lau during their meeting. My purpose in
going to Lau was so that I myself could instruct
him. I wanted Mr. Lau to fight this matter in
Court - the deceased was killed in a motor
accident, and I believed that the motorist was
at fault. My principal concern was to see that

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No.5

Chan Siew Wai
Cross-
Examination.
(continued)

the bus driver was convicted. I was told that same bus driver was involved in two other accidents that day. I had also wanted Murphy to prosecute the bus driver, but no fee was discussed concerning attendances at Traffic Case.

When at Mr. Lau's house I was not aware that there would be an inquiry into the death of my son. I asked Mr. Lau to deal with the whole matter. If the driver was wrong he would be convicted of the offence. I can't remember if Lau explained that 10
prosecutions are conducted by the police. I thought the whole matter was in the hands of Mr. Lau. Mr. Lau and I don't speak the same dialect of Chinese, although I understand a little Teochew. He speaks Teochew. My son interpreted part of our conversation. I can't remember my son telling me that he had been told by Lau that prosecutions are conducted by the police. Lau told me he could get me compensation of a few thousand dollars. He did not say exactly how much. I 20
did not tell Lau that I expected to receive at lease \$20,000/-. I can't remember if I had a figure in mind.

Lau did not tell me that there would be an inquiry, but he may have said this to my son. I was told by Mr. Lau that I need not go to the Inquiry. As far as I can remember several of my children were subpoenaed to go to the Coroner's Court.

A man called Quek was a witness to the accident - I can't remember exactly, but I do not think he came to Lau's house with me. I can't remember if he went to Lau's house with any other member of my family. I remember fixing my thumb print to a document in Mr. Lau's house. My son told me I had to attach my thumb print before Mr. Lau could take up the matter. He told me that it was an authority for Lau to act on my behalf. P.W.2(3). 30

I wanted to know how much Mr. Lau's fees would be. He told me that his fee would be 30% if over \$3,000/- and 25% if below. I was not told of the various items - I was merely told this was the fee for dealing with the whole 40

matter. I answered if the compensation was between \$2,000/- and \$3,000/- his fee would be 20%.

The figure of \$3,000/- was taken as a basis because Lau suggested that compensation would be approximately \$3,000/-. I can't remember Lau explaining various aspects of the proceedings to me. He may have explained them to my son.

10 I did not hear Lau say that he would charge \$350/- for the Coroner's hearing and \$350/- for the police Court Proceedings. He did not tell me that his costs for the claim for compensation would be taxed.

In January, 1964 I went again to Lau's house. Before that date I signed another authority to act. My son went to Lau's office and brought it home for me to sign. I signed 2 or 3 documents - I don't know the nature of these documents. They were brought to me by my son Wei Pun - he knows a little English. He can read and write English.

20 I did not tell Lau that the Public Trustee said I should not pay more than the taxed costs, because I promised to pay Lau 25%. I told Lau that he had already had a certain amount deducted and I would only pay him \$300/- more to add up to \$1,000/-. I was told by Mr. Lau to see him on the day I went to see the Public Trustee. I promised him 25% and that is why I went. I would have paid him the 25% even if he did not ask me to come. I did not tell the Public Trustee that I had an arrangement with Lau regarding his costs. Mr. Lau said that if I did not pay him the \$700/- he would sue me.

30

40 On the day I went to Mr. Lau from the Public Trustee's the Traffic Court proceedings had not been held. I asked him to attend those proceedings. He said if I paid him the \$700/- he would attend the rest of the matter. I offered to pay him \$200/- then and there and \$500/- when the police proceedings were completed. Lau said no - pay the whole lot. I agreed to pay the provision shop man the \$700/- before the proceedings came up. I did not tell Mr. Tay of the Public Trustee's office that Lau had been attending the Coroner's Inquiry or the Police

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Chan Siew Wai
Cross-
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(continued)

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Chan Siew Wai
Cross-
Examination.
(continued)

Court Case.

When I went back home I told my sons that Lau wanted another \$700/-. My sons saw Ho Hai Heng because my sons were not pleased to pay Lau the \$700/-. I did not know that I should see the Public Trustee. He is not a relative, my sons have been friendly with him for quite some years.

The cheque for \$700/- given by Mr. Lim Cheng Par which I took to the provision shop man was Mr. Lim's cheque. Ho and Lim came with me to the provision shop, but neither came in. Lim drew his own cheque - I gave him no money. Lim did not advise me to make a report. I went there to make a statement. He came with me. Can't remember whether anyone advised me to go and make a report. 10

My complaint is that Lau wanted me to pay and told me that if I did not pay him I would be committing an offence. He is a lawyer. He told me he would take proceedings against me. I did not know what offence I would be committing. 20
I can't remember what I said in my report.
(Report (P.W.2(12) read to him by interpreter)
I did say there that Lau charged me \$700/- more than I should have paid.

Q. Do you still maintain he charged you \$700/- more than what you should have paid?

A. Firstly, he did not attend trial in Magistrate's Court, and secondly he agreed to accept 25% only of my compensation. When the case was mentioned Lau was not present. The amount I should have paid was the taxed costs only. What I was to have paid in accordance with my agreement was 25% of the compensation. I did not mention anything about percentages in my report. 30

I had a letter from Murugason returning me \$350/-. This was after the Magistrate's Court proceedings. Lau did not attend those proceedings. I gave the cheque to Mr. Lim. I sent a letter to Murugason on the 17th April, 1964.

I can't remember re-swearing the estate duty affidavit. 40

Adjourned to following day

9th December, 1964 - 10.30 a.m. Parties as before.

Witness on former oath.

10 I did not get a receipt for the \$700/-. The receipt must have been received by one of my children. (Receipt shown to him) The receipt was shown to me by my son. My son told me that this receipt was in respect of the \$700/- paid - I can't remember whether it was the oldest or the second son. My son did not tell me the \$700/- was for agreed costs for attending Coroner's Inquiry and coming Criminal Trial. My son said he would hand the receipt to Mr. Lim.

20 Yesterday I said - I would pay the \$700/- later, when he had dealt with the later cases. But I was very cold in the Court. What I meant was that I would pay him 25% and he had to do all matters in relation to this accident. At that time I was concerned only with the \$700/- and not monies paid to the Public Trustee. Mr. Lau said he would take proceedings if I did not pay. I concede that some payment had to be made to Lau for the police proceedings.

Re-examined

When I went to Lau's office from the Public Trustee's office I was accompanied by my second son, Sek Hong.

Cross-examination - Joe Grimberg

30 Q. When you went to see Lau Liat Meng were you asking him to get compensation or to get driver convicted.

A. My intention was to get him to do the whole i.e. both these matters. If bus driver was convicted I would get more compensation. I don't know in which Court compensation takes place or where criminal court was or Coroner's court. Agreed to 25% of net amount at last interview with Lau Liat Meng.

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Complainants Evidence

No.5

Chan Siew Wai
Cross-
Examination.
(continued)

Re-examination

In the High
Court in
Singapore

No.6

Chan Sek Hong

Complainants
Evidence

Chan Sek Hong sworn speaks English
35-P Whompoa Road, Singapore.

No.6

Chan Sek Hong
Examination.

Pre-University Student. Chan Siak Hoy was my younger brother. A month or so after his death my Mother and I went to Respondent's uncle's shop at 18 Kim Keat Road. We spoke to the proprietor and enquired about Mr. Lau. After this the uncle phoned Lau and I spoke to him on the phone. He asked me for particulars of the accident. He asked us to come down to his office by taxi. We went and saw Mr. Lau. 10

I spoke to Mr. Lau in English. We spoke about the accident, and he asked me the circumstances. We talked on the question of fees, and he wanted to percentage cut. He wanted 30% if we got \$3,000/- or over, and 25% if we got below \$3000/-. I didn't say anything. My mother asked how much we could get, and Lau asked her how much she expected to get. My mother did not quote a figure, but asked Mr. Lau to get as much as we could. Before we left he gave us 2 or 3 visiting cards. Lau asked us whether we wished to engage him, and my mother said she would consult my Father if we want to engage him we would go and see him at his house that evening. 20

We went home and told my Father, brother and sister. We had a family conference. Lau Liat Meng was a new lawyer and he might like to build up his reputation. It was whether to engage Lau or not. My Father said that 30% cut was a bit too high. We decided to engage Mr. Lau and go to his house to ask to reduce his fee. I went with my brother, sister and father to Lau's house. We saw Mr. Lau and my brother and I did most of the talking in English. My father said that the 30% and 25% cut was a bit too high. Lau said that in some cases he had taken 40%, but after some discussion he agreed to a 25% cut for any amount. He was to do everything in connection with this case for a 25% cut. My father put his thumb print to a document, and Lau said once he had done this he was not able to consult another lawyer. We went to the scene 40

of the accident with him. After that we went home. All this was in about September last year.

There was a Coroner's Inquest into my brother's death. I did not attend.

10 We got a letter from the Public Trustee asking us to go to his office. I went with my Father - it was on Chinese New Year's eve. We saw Mr. Tan. He told us that we got compensation of \$4,000/- and asked my father if he was satisfied. My Father said yes, and Tay then said \$50/- would be deducted for the Public Trustee, and a sum slightly in excess of \$700/- would be paid to Lau. He said we should not pay one single cent more to the lawyer. We went home.

20 We went again to the Public Trustee a week or two later. I went with my father. A clerk gave us a cheque which was signed by Mr. Blakie. After this we went to Lau's office, because his uncle had asked us to do so few days previously. Mr. Lau was in. He asked me about my educational background, and he asked me whether we had got the money. I showed him the cheque. Lau said the amount he received from the Public Trustee was not enough, and he wanted some more money. He said he wanted \$750/- more. I was a bit surprised because I only expected him to ask for \$294.50, the balance of the 25%. I interpreted to my Father, and then told Lau that the Public Trustee had already paid him \$705.50, and that
30 according to our agreement we need only pay

Lau said that 25% cut was in respect of what we finally got less deductions by the Public Trustee, but I told Mr. Lau that we need only pay him \$294.50. There was some argument. Mr. Lau said he put in a lot of work and showed me the file. He said stamp fees amounted to over \$100/-, and that he had attended the Coroner's Court and that he was entitled to charge us \$75/- per hour for attendance on us.
40 He said his Law books cost him \$50,000/-. Lau finally agreed to accept \$700/-. He said if we didn't pay he would send us a bill and take action in Court.

We were a bit frightened. My father reminded him there was a Magistrate's Court

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Complainants Evidence

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Chan Sek Hong Examination.
(continued)

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Court in
Singapore

Complainants
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No.6

Chan Sek Hong
Examination
(continued)

case in March. Mr. Lau asked my Father whether he wanted him to attend. My Father said it was his work. Previously I had asked Lau why he had not gone to the Magistrate's Court previously. His reply was that this was a police matter, and he would be wasting his time if he went. So I asked him now what would the purpose be of his going.

My Father said he would pay his \$200/- or \$300/- first and the balance when it was all over.10 Mr. Lau refused and demanded the whole amount immediately. My father said my mother might not agree to pay the \$700/-. Mr. Lau said it was not necessary for my Father to discuss it with my mother, as it was my Father who had authorised him to act.

Finally, my Father agreed to pay \$700/-. Lau asked us to cash the cheque and bring back the \$700/- or preferably for us to pay the \$700/- to his uncle. I decided to consult my friend, a 20 special branch detective. He referred me to Mr. Lim of the C.P.I.B. This was on the same day, I saw Mr. Lim and I told him the facts. He asked me not to pay the money, and to go to his office the next morning. I did so, and made a statement.

That evening Mr. Lim came to our house and told us to pay the \$700/-. We went in Mr. Lim's car, and Mr. Lim gave us a cheque for \$700/- in the car. Mr. Lim stopped his car some distance from the shop and my Father and I went in and gave the cheque to 30 Lau's uncle, who went to the phone but obviously Mr. Lau was not in as I heard the uncle say when Mr. Lau returns to phone him.

We did not get areceipt from Lau's uncle. A few days later we got a receipt from Lau - this is the receipt. Some time after that we received a letter from Murugason and in it was a cheque for \$350/-. (Letter and cheque identified (P.W.2(13)). I read the letter and was a little bit afraid. After getting the letter I phone Mr. 40 Lim and told him. He asked me to go and see Mr. Lionel Chee with the letter and cheque.

Cross-Examination - Kathigesu.

On the first occasion Lau's office was in Malacca Street. I did not go to his office after he removed. I now say went to his office in Asia Building after we received the cheque. My Mother did not speak to Lau on the phone because she was not feeling too well. She was well enough to travel to town.

10 In Mr. Lau's office I can't remember who raised the question of fees first. I cannot remember who first mentioned a percentage.

Before going to Lau I went with my Father to Murphy's office. We discussed fees with his clerk. The clerk said there was a fixed rate of calculation of fees, and that was the only fee payable. After the accident I heard some people say that some lawyers charge on percentage basis. I knew before going to see Lau that there's a fixed rate and that some lawyers charge percentage.

20 I did not offer Mr. Lau a percentage. I was interested in getting as much as possible as compensation, but I did not offer a percentage to Mr. Lau. Nobody mention \$20,000/- compensation at our first meeting. Mr. Lau showed me a file where a claimant had received \$4,000/-. Mr. Lau did not say how much we could get. I can't say whether it was me or Lau who first mentioned percentage. It is not possible that I mentioned it first, but I don't know if Lau mentioned it first.

30 Lau did not explain that the fees would be taxed by the Court. I did not tell Lau that I had heard that costs were regulated.

Q. Did you think it was alright to charge a percentage.

A. I had no idea.

40 When we left Lau's office we had not definitely decided to engage him. In the evening I went to Lau's residence. We were able to persuade Mr. Lau to alter the rate of percentage - my Father persuaded him. We interpreted parts of

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Chan Sek Hong
Cross-
Examination.

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Chan Sek Hong
Cross-
Examination
(continued)

the conversation to my Father. The final agreement was 25% for whatever amount - not 25% for above \$3,000/- and 20% for below. I remember 25% quite clearly.

I did not collect documents from Lau's office for my Father to sign.

When Mr. Tay explained about costs I did not ask whether those costs included attending Coroner's Court and Magistrate's Court. I did not tell Mr. Tay Lau had attended the Coroner's Court. Mr. Tay said we should not pay any further money to the lawyer. I told Mr. Lau subsequently that we had been advised by Mr. Tay not to pay any more money. Mr. Lau did not say that the additional \$750/- had nothing to do with the compensation claim. He said that he had not been paid sufficient. After quite a lot of argument he said he could charge additional amounts for attending the Coroner's Court and the Magistrate's Court. Mr. Lau did not say that the additional \$750/- or \$700/- was for the Coroner's Court he had already attended, and the Magistrate's Court he was to attend. In the course of the argument he mentioned the Coroner's Court and the Magistrate's Court. 10 20

Q. When you told him he could ask only for \$294.50 to make up 25% he said don't talk about percentage.

He was not interested in percentage?

A. I do not know. 30

Mr. Lau did not say that if we did not pay the \$700/- he would not attend the Magistrate's Court. He said he would send us a bill, and if we did not pay he would take Court action. He said do you want me to be present in the Magistrate's Court, and when my Father said yes, he said then pay me the \$700/-.

I saw Lau's receipt for \$700/- and read the receipt. It refers to agreed costs. It was not the Agreement with Mr. Lau. I showed the receipt to Mr. Lim. I did not tell Mr. Lim it was not the 40

Agreement.

When I received Mr. Lau's receipt (P.W.2(11)) it did not occur to me to put right the terms stated on the receipt. I deny that the receipt represented the true state of affairs.

In the High
Court in
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Complainants
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No.6

10 I cannot remember seeing the police report. Shown report on Page 12. We should have paid Lau 25%, or \$1,000/-. If we paid only \$1,000/- we would have been satisfied, even though the Public Trustee said we need not pay any more. I understood the 25% was for everything, including the Coroner's Court and Magistrate's Court.

Chan Sek Hong
Cross-
Examination
(continued)

At some stage of the discussion on the day we went to Lau with the cheque, Lau said he did not want to discuss the 25%, and we agree to pay him the \$700/- plus the \$700/- odd he had received from the Public Trustee. My brother wrote P.W.2(14).

Re-examination

Re-examination

20 It was before Mr. Lau threatened to sue my father that my father agreed to pay. We were in Lau's office for about 45 minutes. First of all, Mr. Lau asked for \$750/-, later he reduced it to \$700/-. I can't remember whether the question of work done in the Coroner's Court was mentioned after the sum was reduced to \$700/-.

It was Lau's threat to sue that caused us to agree to pay the \$700/-.

Examination - By Miss Lim

30 At Lau's office on day we went from Public Trustee's office Lau did not deny that previously he had agreed to a percentage.

Examination - Joe Grimberg

The first I heard of the Coroner's Court and Magistrate's Court from Mr. Lau was when we went to see him with the cheque from the Public Trustee.

Adjourned to afternoon.

In the High
Court in
Singapore

No.7

Chan Wei Pun

Complainants
Evidence

Chan Wei Pun - 35-P, Whampoa Road, Draftsman with
S.T. Leong.

No.7

I am the brother of the deceased.

Chan Wei Pun
Examination

About a month after my brother's death there was a family discussion. My father, brother and sister were present. At first the percentage was to be 30% for \$3,000/- and over of compensation, and 25% for any sum less than \$3,000/-. 10

Later in the evening we went to Lau's house. Lau opened the discussion. At first he said what I have just stated. He was speaking in English - my father, sister and brother were there. My father was doing most of the talking in Cantonese. Father said the proposed fees was quite high, but Lau said that he had charged higher percentage in similar cases. After much argument the percentage was cut down to 25% of any sum over \$3,000/-, and 20% of any sum below. This was agreed to. This fee was to be for the claim for damages. Nothing was said about any other sort of work. Nothing was said about a Coroner's Inquest. Nothing was said about any traffic Court Proceedings. 20

After the fee was agreed Mr. Lau took us to the scene of the accident then we went home. (Now speaks in Cantonese).

I went to the Coroner's Inquest with my sister. When we went to see Lau my Father did not sign a document. A document was signed a few days later when Lau asked me to take the document home to my Father. 30

I got a call from Lau in January of this year. He asked me to go to his office in Asia Building. He told me that if my Father was prepared to settle out of Court he would get \$4,000/- compensation. If the case went to Court my Father would get \$3,000/- or less. He gave me a document to take home for my Father to sign - I am sorry this was not so on that day. I went home and told my 40

father what Lau had told me. On that very night, my Father, my brother and I went to Lau's house, and I explained the whole thing again to my Father. My father agreed to accept the compensation offered and before we left Mr. Lau's house he asked me to go to his office the next day to get a document for my father to sign. On the following day I went to his office and was given a document to take home for my father to sign.

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Chan Wei Pun
Examination
(continued)

10 I remember going to the third District Court on the 3rd or 4th February. On the 3rd I went with my sister. I went as a witness. The case was postponed to the next day, and I returned on the 4th again with my sister, but the case was again postponed to the 24th and 25th March. On neither the 3rd and 4th was Lau present. On the 24th I went back again to that Court, and gave evidence. Mr. Lau was not present.

20 I had occasion to mention the Traffic Case to Mr. Lau. I showed a subpoena which had been issued and served on me or my sister. He said it was alright for me to go to Court. I asked Mr. Lau whether he would be going to the Court. He said it was not necessary for him to go.

30 I went to his office on the 4th February to tell him to go to the Court. On the morning of that day I had noticed in Court that the bus driver was represented by Counsel. I thought that we ought to be represented as well, so I telephoned Mr. Lau, but he said it was not necessary for him to be present as the prosecution was conducted by the police. After the case had been postponed I went to Mr. Lau's office to ask him to be present at the Court on the 24th March, when the case would come up for hearing. He repeated that it was not necessary for him to be present in Court. I then went home with another witness in the Case. Mr. Quek.

40 When Mr. Lau told me it was not necessary for him to attend I accepted it, but I thought it was not correct for him not to go, and I went home and told my father about it.

In the High
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No.7

Chan Wei Pun
Cross-
Examination

Cross-Examination Kathigesu

Normally when we had problems at home, we discussed it as a family. We did not discuss this case last night. I was waiting in the Court all day and when I went home I went to bed. I had lunch today with my brother and father. We did not discuss the case at all. I said that Mr. Lau opened the discussion on percentage first because my Father discussed percentage with Mr. Lau when we went to see him at his house. We talked about 10 compensation and the percentage cut. When we arrived at Mr. Lau's house he mentioned the questions of fees. My father mentioned the question of fees first. Before going to Lau's house we had discussed this question. I had not gone to Mr. Lau's office earlier that day, but I heard that my mother and brother had gone to Lau's office. I got home at about 6.15 that day, and my father and brother were already home. They were not already talking about the fees. The discussion was about 20 what my Father would offer Mr. Lau for fees. (Witness complains of cold - adjourned 10 minutes). Case fixed for hearing 11.10.64 at 2.15 and 12..10.64 at 10.00 a.m. Case resumed 3.15 p.m. I had not heard that certain lawyers charge on percentage basis. At Mr. Lau's house it was my Father who discussed the percentage with Mr. Lau. I listened to their discussion. Part of the conversation was interpreted by me. My Father spoke to me in Cantonese and I spoke to Lau in 30 English. My Father spoke a few sentences in Teochew, but Mr. Lau could not understand.

Before going to Mr. Lau's house I did not take part in the discussion at all. I got home at 6.15 and our appointment was at 7.15 so I had no time to take part in the discussion. I heard parts of the discussion. I did not know what my Father would offer. I did not know that at Mr. Lau's house my Father was more concerned with getting the bus driver convicted. Mr. Lau said 40 the compensation would be \$3,000/- or \$4,000/- but at least \$2,000/-.

Mr. Lau did not say he would attend the Coroner's Inquiry. I did not know how Mr. Lau proposed to see that the bus driver was convicted.

I had not heard of a Coroner's Inquiry before this date. The fee Mr. Lau was to be paid was to cover the whole case. I don't know whether it was discussed as to when and where the fee would be paid.

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Complainant's
Evidence

No.7

Chan Wei Pun
Cross-
Examination.
(continued)

10 A Warrant to act was signed on the first night, and I witnessed it. I explained to my father that it covered probate and claim for damages. My father made no comment, he did not understand the document very well. I thought the document included everything.

20 I remember another Warrant to Act being signed by my father. I witnessed that document also. I read the document before my Father signed it. I was not aware that it contained the declaration, I did not understand the statement regarding the declaration. I did not ask anyone to explain the document to me. I passed the 7th Standard. I asked my Father to sign the document. Even now I do not understand what that declaration means. I agree there is nothing in the document concerning percentage.

30 When I went to Lau's office on the 4th February I was accompanied by Mr. Quek. He was present when I spoke to Mr. Lau, but he does not understand English. On the 4th Mr. Lau did not say he was aware an adjournment was asked for - in fact I told him. Mr. Lau did not say he had been in communication with the lawyer for the bus driver and that the other lawyer would be applying for adjournment. I took the subpoenas for both Coroner's Court and Magistrate's Court to Mr. Lau. He did not ask me to take them to him, I simply took them to him for him to see. I received subpoenas but I did not know where the Coroner's Court was situated. I asked Mr. Lau where it was. When I went to Mr. Lau with the Magistrate's Court subpoena I also asked him where the Court was. There was a fresh subpoena for the adjourned hearing in the Magistrate's Court. I can't remember whether I took the Fresh subpoena to Mr. Lau. Can't remember when Fresh subpoena was served.

I did not advise my Father not to pay Mr. Lau monies apart from what he had already received

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Chan Wei Pun
Cross-
Examination

Re-examination

from the Public Trustee. I made a statement to the police. In it I can't remember if I said that I advised my Father not to pay more than had already been paid by the Public Trustee. I think I did advise my Father. I knew my father did not follow my advise and that some arrangement had in fact been made to pay Mr. Lau.

I remember a letter from Mr. Murugason. I sent a reply which I drafted. I had no difficulty drafting this letter, but it took me some time.

10

Re-examination - Hilborne

The first meeting at Mr. Lau's house took about 1½ hours. The question of prosecuting the bus driver took up most of the time.

11.12.64 - Parties as before.

Witness on former oath.

Examination - by Miss Lim

On the first night when I went to Lau's house with my Father, my Father instructed Mr. Lau to claim compensation from the bus driver and also to take charge of the prosecution of the bus driver. If the prosecution was successful the bus driver would go to jail. I did not know in which Court the prosecution or the claim for damages would be, or whether they would be in the same Court. I now know that if the prosecution took place it would be in the police Courts near North Canal Road - I don't know in which Court the claim for compensation would have been

20

Examination - By Grimberg

30

I expected Mr. Lau to be in the Police Court on 4th February. I can't remember whether on 4th February my Father had received the compensation. I did not think Mr. Lau's presence in the Police Court had anything to do with the prospects of settling compensation.

Hilborne applies to amend charges and tenders amended Statement of Case. Marked P.W.3.

Kathigesu agrees if (i) and (ii) were alternative. Application granted subject to addition of the words "further or alternatively" after paragraph 8(i).

In the High Court in Singapore

Complainant's Evidence

No.7

Chan Wei Pun
Re-
Examination
(continued)

No.8

Tay Chow Seng

No.8

Tay Chow Seng
Examination.

Tay Chow Seng affirmed. Speaks English. 147
Killiney Road, Singapore

10 I am an Advocate and Solicitor, now in private practice. At the beginning of this year I was an officer in the Public Trustee's office. Amongst my other duties were those in connection with the Motor Vehicles (Third Party Risks) Ordinance, 1960.

20 I first saw the complainant during the taxation before the Registrar. Lau was present. After the taxation I informed the complainant that he had to be interviewed, and I saw him the next day the 12th February. I told him the Public Trustee was entitled to deduct \$50/-, and that Lau's bill would be paid in accordance with the taxation. I told him that he need not pay any more to Lau. This is standard practice. The Clerk in the Public Trustee's office would pay. I do not know if it was paid same day. I did not hand over the cheque.

Cross-Examination - By Murugason

Cross-
Examination.

30 I was not aware at the date of taxation whether Mr. Lau had attended a Coroner's Inquiry. I was not aware up to now that he had attended a Coroner's Inquiry. I told the complainant he need not pay anything more than the taxed costs in respect of the compensation. If the Solicitors acting for the complainant attended other proceedings this was not concern of ours.

In the High
Court in
Singapore

Complainant's
Evidence

No.8

Tay Chow Seng
Cross-
Examination
(continued)

I was in the department for 10 months as a whole. I have never seen a separate bill for attendances before the Coroner or the Magistrate. I have seen costs of these items included in a bill for taxation, but they inform the Registrar that these items have been paid separately.

If a solicitor told me that he had attended a Coroner's Inquiry, I would tell him he was entitled to separate costs for this for which he should look to his client. In fact, I have never 10
come across such a case.

The complainant never told me that Lau had attended a Coroner's Inquiry. He did not tell me that Lau was to attend Criminal proceedings in the future.

If items were included in a bill for taxation relating to other proceedings we would object to these items.

Re-
examination

Re-examination - Hilborne

I have objected to these items myself. 20

Examination- Mr. Lim

I don't mean the Public Trustee.

No.9

Chan Mui
Eng.
Examination

No.9

Chan Mui Eng

Chan Mui Eng - 35-P Whampoa Road. Affirmed - speaks Cantonese.

I am a nurse.

About a month after my younger brother's death, we had a family discussion in our house. I took part. The others were my father, brother and 30
Mother. It was about the percentage to be given to the Lawyer. I gathered that my Mother and brother had been to see Lau earlier that day.

The lawyer wanted between 25% and 30% of the compensation as his fees. The general feeling was that this was too high. It was decided to go and

see Mr. Lau. My Father, elder brother and younger brother went, and I went.

In the High Court in Singapore

Complainant's Evidence

No.9

Chan Mui Eng. Examination (continued)

10 In Mr. Lau's house the discussion was mainly in English with my elder brother. I cannot remember what other languages. I understood a little bit. They were discussing percentages and I knew a bit of English. At the end of the discussion my Father agreed to 25% of the compensation if the claim was \$3,000/-, or 20% if the damages were about \$2,000/-.

I went to the Coroner's Inquest. I also went to another Court - the police Court in South Bridge Road. I think it was the 14th March. I went altogether 3 times to the police Court. I did not see Lau on any of these occasions. I was rather dissatisfied.

Cross-examination - By Murugason

Cross-examination.

My note says this but I'm not too certain.

Cross-examination - By Kathigesu

Cross-examination

20 The first occasion I saw Mr. Lau was at his house at River Valley Road. Before going there my mother told me in the presence of the others that Mr. Lau asked for 25% to 30%. I don't remember the rest of what she said. She did most of the talking. She talked to me in the presence of my brothers and my Father. She was talking to all of us generally. I took a minor part in the discussion and I don't remember what the others said. I can't remember the rest of the conversation.

30

40 Most of the conversation at Lau's house was in English. A long time was spent by him recording the facts of the case. Most of the conversation was with my brother in English. My Father and younger brother also talked to Mr. Lau. I can't remember what my Father said. Comparatively speaking, my Father spoke a little - the discussion was on the subject of percentage. Mr. Lau spoke to me, but not about percentages, but because I was the first person to arrive at the scene of the accident. My Father did talk about percentages, through my brother. He also

In the High
Court in
Singapore

Complainant's
Evidence

No.9

Chan Mui Eng.
Cross-
Examination
(continued)

talked to Lau directly, not much though I think he spoke in Hokkien or Teochew. I don't know what he said in these dialects. I don't understand Hokkien or Teochew.

My Father came to the house one day and said that he had agreed to receive \$4,000/- in compensation some time after the Chinese New Year. He said the costs had already been deducted by the Public Trustee. I'm not aware about any other costs - I do not always stay at home. Later I was given to understand that Lau wanted another \$700/-, Both my Mother and Father mentioned this. 10

I remember making a statement to the police. I do not remember if I said that I could not remember what amount Lau demanded. If it is stated in the statement I would not dispute it. I knew about the \$700/- after I had given the statement on the 21st March. I did not know about the \$700/- before the 21st March. I do not know anything about this receipt - P.W.2(11) and there's been no discussion about it. I saw Mr. Lau at the Coroner's Inquiry. I don't know if my brothers went to Lau with the subpoenas we received. I could read the date and time myself. After reading the Summons I put it in the cupboard - I don't know whether my brother took it to Counsel after that. 20

Re-examination

Re-examination - Hilborne

I can read English a little bit.

Q. Do you understand me now (Interpreter not interpreting). 30

A. Yes.

By Grinberg

Formerly working for Chong Wai Siew Hospital - now with Hwa Yin Clinic in Middle Road. I attended Coroner's Court on one day. Hearing quite long - lasted from morning till after-noon. I saw Lau Liat Meng on that day. He was there on morning and afternoon.

Q. When you arrived at Coroner's Court did you 40

expect him to be there.

A. Yes.

Only my elder brother was a witness in the Coroner's Court.

Q. At first night at Lau's house did you expect as result of what you heard and understand that Mr. Lau's fees would be included in the percentage.

A. The percentage would include the attendance in the Coroner's Court.

In the High
Court in
Singapore

Complainant's
Evidence

No.9

Chan Mui Eng.
Re-examination
(continued)

10

No.10

Quek Cheng Hong

No.10

Quek Cheng Hong
Examination.

Quek Cheng Hong - 288-B Jalan Behagia, Singapore,
Taxi driver affirmed speaks Teochew.

I was sitting in a S.T.C. bus when it knocked a cyclist over in Jalan Limau off Balestier Road on the 17th August, 1963.

I found out who the family of the boy was. I told them I would be a witness if necessary.

20 I made a statement to the police, but I can't remember the date. I gave evidence at the Coroner's Inquiry. On three occasions I went to the Magistrate's Court in South Bridge Road. I saw the previous witness and her brother. They gave evidence and I gave evidence in that Court as well.

30 On the 12th September, 1964 a Chinese woman came to me. She was aged about 40. She told me that lawyer Lau wanted to speak to me. I went with her to Lau's office at Asia Insurance Building. When I got there he was not there. That was the day of the civil disturbances, so I went home. I made entries in my diary at the time.

On the 14th September 1964 I went to Murugason and made a statement to his clerk. He asked me about Lau's attendances at the Traffic Court and Coroner's Court. I said Lau had not

In the High
Court in
Singapore

Complainant's
Evidence

No.10

Quek Cheng Hong
Examination
(continued)

attended the District Court but the Coroner's Court. On the 18th September I went to Mr. Lau's office with the same woman in a car driven by her, I saw Mr. Lau on that occasion.

He read the statement I had made to Murugason. He asked me whether I heard him proposing in his house a fee of \$350/- for each sitting and I said I could not remember. I was not clear about what he meant by one sitting. I went to his house first with the elder brother on the day I gave the state- 10
ment to the police in September, 1963. Mr. Lau was recalling this occasion when he spoke to me in September, 1964. I said I was not sure whether I heard him proposing to the elder brother that he would charge \$350/- for each sitting so I went home to think about it. I went back on the 21st and told Mr. Lau it appeared I had not heard that. I told Mr. Lau I did not hear it. I was certain in my mind that I had not heard it. The same lady took me home again on the 21st having taken me 20
there.

Cross-
examination

Cross-examination -- By Kathigesu.

When Mr. Lau first asked me about the \$350/- I was not certain whether it had been mentioned. I am still not certain because the conversation was English. Before the 7th August 1963 I did not know the complainant and his family. Since that date I have seen them frequently and up to the 24th March, 1964 on occasions when I had to attend Court. Since that date I have not seen them. 30

I have been to Lau's house on one occasion on the 12th September 1963. I was taken there by one of the sons.

The complainant and his family did not discuss the case with me, or in question of fees, or that Lau was claiming fees on a percentage basis.

When the lady came for me to take me to Mr. Lau's office I went willingly. Lau was civil to me. He did not put words into my mouth. He merely asked whether I could remember about the 40
\$350/-. I also gave a statement to Mr. Lim Cheng Par. He asked me about the statement I gave to Murugason.

Examination - Grinberg

Q. When you went first to Lau's house what was discussed.

A. Elder brother took me to Lau's house so Mr. Lau would accompany me to give statement to Police.

Q. At that time did you know Mr. Lau had been retained by then.

A. Yes at that time not before. This was on I think 12th September 1963 - the day I gave statement to Police.

10

Nothing was said in my presence between the brother and Mr. Lau concerning Mr. Lau's fees. They spoke in English and I could not understand. First time I came to know I would be a witness in these proceedings was when I was given a Summons on 5th or 1st of this month - Produces Summons.

Q. Between time you told Lau you were not certain whether he had mentioned \$350/- and time you went and told him you had not heard had you seen Complainant or his family.

20

A. No.

Examination - Harry Wee

Do you understand few words in English

No except writing in English.

Q. What language did Lau speak to Sek Hong.

A. In English.

Q. Throughout.

A. Yes.

Q. Do you understand figures in English - say \$500/-.

30

A. Yes.

Q. Why take 3 days to think out whether you

In the High Court in Singapore

Complainant's Evidence

No.10

Quek Cheng Hong
Cross-examination
(continued)

In the High
Court in
Singapore

Complainant's
Evidence

No.10

Quek Cheng Hong
Cross-
examination
(continued)

heard of the \$350/-.

A. It was first asked on Friday or
Saturday and I could not go back till Monday.

Q. Why couldn't you give an answer off hand.

A. It was difficult for me to give an answer off
hand.

Close of Complainant's Case.

Kathigesu says he will not open, but will call
evidence.

Adjourned 4.10 p.m. to 10.00 a.m.10

Saturday 12.12.64.

No. 11
Lau Liat Meng

In the High
Court in
Singapore

12.12.64 - 10.05 a.m. - Parties as before.

Defence
Evidence

Lau Liat Meng of 463 River Valley Road, Sworn
speaks English.

No. 11

Lau Liat Meng

Examination

10 I am an Advocate & Solicitor called to
Singapore Bar on 9th November, 1962. Until the
end of last year I was attached to Oehlers &
Choa as an associate and since 1.1.64 I started
my own firm.

20 I was instructed to act in respect of this
accident, and obtained a Warrant to Act which is
on P.W.2(3). On the day this Warrant was signed
the Mother and a son came to see me. They were
introduced by my uncle who owns a provision shop
at Kim Keat Road. Before they came to my
office on the 11th September, at about noon on
that day the son, Sek Hong, spoke to me on the
phone and informed me that he was speaking from
my uncle's provision store. He explained that
his brother was killed in an accident on the 7th
August, 1963. He wanted to know where my
office was. He asked me what my fees would be
and whether it would be in the form of a
percentage. I told him that I was unable to
agree to a percentage basis, and that if he
wanted to see me I requested him to come to my
office at 20 Malacca Street.

30 On the afternoon he and his Mother came to
see me. The mother spoke to me in Cantonese
which I do not understand at all, and therefore
the conversation was interpreted by Chan Sek
Hong. The conversation between us was in
English throughout. At first there was no
discussion about fees - Sek Hong explained how
the accident happened, and I took down some
notes. After the discussion the Mother,
through the son asked how much I would be able
to claim for the loss of her son. She informed
40 me that some members of her family had been to
other lawyer's offices, such as Murphy & Dunbar
and David Marshall. Madam Leong told me that
since her son was only 15/16 years of ages she

In the High
Court in
Singapore

Defence
Evidence

No. 11

Lau Liat Meng

Examination
(continued)

had heard from friends she would be able to claim a lot of money. She told me she wanted at least ~~£~~ 20,000/- since the deceased was a young man. I replied that this figure was rather high, and I did not think any Court of Law would award this figure.

She then through the son discussed my fees with me. She offered 25% as my fees. At once I retorted to her that as lawyers we could not go by percentage, and that our fees depended on the amount of work we did, and that costs in civil matters were taxed by the Court, and that she had the Public Trustee to protect her.

10

I told the Mother that in my opinion the Criminal proceedings would be entirely a separate matter, and that if there was a Coroner's Inquiry I would be charging her £350/-, and if there were any police Court proceedings I would be charging another £350/-. They insisted that my fees should be in the form of a percentage, and further informed me that they had heard from others that certain lawyers went by percentage and that they wanted to know how much my fees would be roughly. I told them I did not care what other lawyers did, and explained to them the position as to my fees.

20

Madam Leong then told me she had to discuss this matter with her husband when he returned from work. She asked me whether members of her family could see me in my flat in the evening since she did not want her husband to lose a day's wages. I told her I had no objection.

30

They came at about 7.30 p.m. that evening. I recorded a very detailed statement of about 10 pages of the history of the family and the circumstances of the accident. I spent at least an hour and a half taking statements.

Chan Siew Wai brought up the question of my fees. He informed me that he wanted my fees to be in the form of percentage. He was prepared to let me have 25% of the compensation to do all the work. I had explained to him previously what sort of work I had to do - take out L/A,

40

attend Coroner's Inquiry if any, and any subsequent police proceedings, if any. They wanted to know exactly how much all this would cost. I had to keep on explaining to them what I said to the Mother and son that afternoon. It appeared to me that they were quite puzzled when I refused to accept a percentage. They were not clear about costs having to be taxed and I explained that my costs in connection with the civil proceedings would be taxed, and that I would bill them separately \$350/- a day for the other proceedings.

10

The conversation as to costs was interpreted mainly by Chan Wei Pun. The father spoke in Cantonese which I do not understand. The conversation between me and the other brothers was in English.

The family was very angry with the S.T.C. driver. They were more concerned that he should be imprisoned. They were obsessed with the idea that the driver had been involved in two previous accidents on the same day. I at all times did not agree to a percentage.

20

By the time they left my flat it appeared to me that after so many explanations they understood about taxed costs. They wanted me to hold a watching brief at the Coroner's Inquiry and I made it clear that my fee would be \$350/-, and another \$350/- if there were Criminal proceedings even though it may last more than one day. They appeared satisfied and the Father executed the Warrant to Act.

30

I attended the Coroner's Inquiry on the 14th November. Before this Chan Wei Pun handed me two subpoenas, for himself and his sister, which are still in my possession. The Coroner's Inquiry took a whole day, I know it was fixed for the 14.11.63 at 10.00 a.m.

40

I started on my own on the first January, and obtained a fresh Warrant to Act (P.W.2(7)). The Warrants are differently worded - the first was based on Oehlers and Choa's form. The second warrant followed I believe the form used by Laycock & Ong, where I read in Chambers. I believe it was the form used by Mr. Murphy when

In the High
Court in
Singapore

Defence
Evidence

No. 11

Lau Liat Meng

Examination
(continued)

In the High
Court in
Singapore

Defence
Evidence

No.11

Lau Liat Meng
Examination
(continued)

he was practising in Laycock & Ong and I wished to be guided by him since Murphy was practising in running down cases. I now produce specimens of the two forms - P.W.4 and P.W.5 (Admitted by Consent). P.W.5 originates from Laycock & Ong, but I have now got my own forms printed on these lines. The heading of page FW2 (7) was left out inadvertently

The eldest son collected the new Warrant to Act and I asked him whether he understood what was contained in it. He glanced at it for a few minutes and told me that he understood it. A few days later he brought it back and it was brought in in my absence.

Then I had an offer of settlement from Messrs. Rodyk & Davidson. I wrote to client or I may have telephoned the son informing him of the offer. I think the Father and son came in to see me subsequently and I explained the offer. They were not very happy to accept ~~4,000/-~~, and I had therefore to look for a bundle of cases of similar matters. I advised them to accept, and eventually the Father signed a letter of authority. This was on the 17th January. I now produce a photostat copy of the Letter of authority - admitted by consent - marked FW6. I then proceeded to tax the S/C bill of costs. It was to have been taxed on the 30th January but was taxed on the 11th February '64. I received payment of my taxed costs of \$705.50.

FW2(8)

I wrote to the Client on the 26th February requesting him to reswear the Estate Duty Affidavit FW2(9 & 10). Between the 11th and 26th February I did not send for or write to the Client to see me. I received my taxed costs on the 19th February from the Public Trustee. I forwarded my receipt on the same date.

Between the 22nd and 26th February the complainant and Chan Sek Hong came to my office. They came of their own accord to inform me that they had received their cheque from the Public Trustee. I told them that I had also received my cheque for \$705.50 in respect of the civil

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claim. After that some discussion took place with regard to the Coroner's Inquiry fees. I told them that the fees for this had previously been agreed to at \$350/- and that there should not be any haggling and bargaining. At that time Chan Wei Pun told me that the driver was going to be charged under S.304A. I made a note of it in the file. The Coroner at the end of Coroner's Inquiry had ordered warrant to issue for prosecution under S.304A. I was in Court so I know of it then. I know that Mr. M. Coomaraswamy was instructed and that the case had been fixed for trial on the 3rd and 4th February. Sometime before the 3rd Coomaraswamy had indicated that he would be applying for an adjournment. (Hilborne says this is not disputed). He informed me by telephone, so I did not find it necessary to attend Court. I told this to Chan Wei Pun before the 3rd, but he insisted that I should go, I asked him either on 3rd or 4th February to inform me of the fresh date of trial, which he did not give me up to this date.

10

20

30

40

There was much bargaining on the date between the 22nd and the 26th concerning my fees \$700/- for the Coroner's Court and the police court. I told the Father and son that the fees had already been agreed and should not be discussed again. Knowing that they were very careful with their money I requested payment for the Coroner's Court only. I told them if there was any further bargaining for this I would request payment for \$350/- for Coroner's Inquiry only and I would not attend the police court. Then they agreed to pay me the \$700/-. in fact I was only interested in \$350/- since they kept on bargaining and haggling and not for the Magistrate's Court but they insisted. I requested payment direct but at the request of Chan Siew Wai since he had not got the money at that time, he would like to give \$700/- to my uncle. I showed no objection to his proposal. I received the money and posted the receipt. I received no complaints to this day.

I did not go to the trial on the 24th and 25th March because I did not know the dates. I was not informed of the dates by the family, and I was not handed the subpoenas by the family for

In the High
Court in
Singapore

Defence
Evidence

No.11

Lau Liat Meng

Examination
(continued)

In the High
Court in
Singapore

24th and 25th March, in accordance with my request. Previously Chan Wei Fun always forwarded various subpoenas to me.

Defence Evi-
dence

On the 8th April Mr. Lionel Chee of the Police requested me to produce file 59/63L by Summons served on me under S.57(1) Criminal Procedure Code. I was too happy to produce the file, for which I received acknowledgment.

No.11

Lau Liat Meng

I sent a cheque for \$350/- back to Client on the 13th April and received a reply on the 17th April PW2(14). I returned the \$350/- because I did not receive instructions from the complainant any more, and since I did not attend the Criminal proceedings on the 24th March, I was advised by Senior Counsel to return the cheque. I was not sure so I consulted Senior Counsel.

10

Examination
(continued)

The first complaint from the Bar Committee was on the 5th June. I gave an explanation as requested.

Cross-
examination

XN by Hilborne

20

My case is that the \$700/- was for the Coroner's Court and the Police Court. The only money I received for the civil claim was what I got from the Public Trustee.

The complainant and his son Sek Hong came to see me between the 22nd and 26th and told me that they had been paid. I now refer to paragraph 5 of the Statement of Defence. I explain this by saying that I knew the Public Trustee's practice was to send out cheque to the Solicitor and the Claimant at the same time, but I didn't know the exact date. I thought the object of their visit was to pay me \$350/-. They came to tell me that they had been paid. I now say that I thought they came to pay me the \$700/- for the Coroner's Inquiry and the pending police Court case. When they started bargaining I said "pay me \$350/- and I'll conclude the whole matter."

30

They wanted to work on a percentage and they offered me \$294.50. I was very surprised.

40

I'm sure that I did not send for the complainant between the 11th and the 26th. I heard two witnesses say that I sent for them through my uncle - they were lying. My Counsel omitted to cross examine on this point. My uncle is coming as a witness.

In the High Court in Singapore

Defence Evidence

No.11

Lau Liat Meng

Cross-examination (continued)

10 I did not go to the mention of the police Court up to this very date. I don't know when it was first mentioned. I first knew that the 3rd and 4th February were fixed when I received the subpoenas. I knew the case has been adjourned from the 3rd to 4th. I know that there were 2 applications for an adjournment. Mr. Coomaraswamy told me in one conversation he was going to make application for adjournment of both days. I can't remember whether he was going to do it by means of one application or two. In my mind I thought neither the 3rd nor the 4th would be
20 authorised and I told Chan Wei Pun when the first dates were fixed. I may have been told on 3rd or 4th February that the case was adjourned from the 3rd to the 4th February by Chan Wei Pun or some other members of the family. I'm not sure of this. I deny that I am lying and I did not say on any occasion that there was no point in my going as the prosecution was in the hands of the police. It was the client's fault that I did not attend. I expected him to give me a date. If
30 he had told me 24.3.64 I would have attended as I did the Coroner's Inquiry.

I learned of the actual date of the hearing in the police Court in August '64. I wrote for the notes on the 18th August '64 at the request of my Solicitor. I did not know that the trial would be in March '64 but I did not know the exact date. I wrote "trial March 1964" on my file, sometime in February or March. I don't know where I got this information from.

40 The main object of the first visit by the Mother and son was to claim damages and to discuss the matter in general and the fees. The witnesses were lying about the so-called agreement of percentage. On the 11th September 1963 I had no means of knowing that there would be police Court proceedings. I knew that there might be proceedings in the Coroner's Court.

In the High
Court in
Singapore

Defence
Evidence

No. 11

Lau Liat Meng

Cross-
examination
(continued)

In mid-January the claim was settled. The family insisted that they wanted the bus driver prosecuted, both before the settlement and when they came to see me between the 22nd February and 26th February I did not ask them what date had been fixed, but they may have told it was sometime in March, which explains the note on my file.

In Mr. Murugason's letter of the 13th April I said that client's had failed to give further instructions. I meant that I had not been given the dates. I agree I could have found out the dates by sending my clerk to the Court, but I did not. I don't think that paragraph 9 of the statement of defence is inconsistent with my Solicitor's letter of the 13th April. I did not instruct my Solicitor to plead that my reason for non-attendance was that I was not informed of the dates. Paragraph 9 means the same thing - its just a matter of words.

10

20

I think the words "trial March 1964" was written between February and March. I made no attempt in March to find out the date - I thought it could have been in April or May, as I expected the subpoenas to be handed to me.

Q. How could you when you wrote March.

A. It might have been further postponed. Some of what the witnesses said is true, and some untrue.

Q. Do you wish to adhere to your statement that you received only \$705.50 for the civil proceedings. (Question repeated several times).

30

A. No. \$500/- paid to me for party and party costs by Rodyk to me. I put in a party and party bill for taxation on the 13th and it was taxed on the 14th April 1964. On the 11th January when the letter at PW2(8) was signed, the client did not know that I was to receive \$500/- as party and party costs.

40

P.W.7 put in by consent - bundle of

correspondence between Rodyk & Davidson & Lau relating to terms of settlement.

PW8 put in - taxed party and party bill.

10 I don't think my client ever knew that I was receiving previously \$/500/-. The phrasing of my letter of the 18th January was loose that I was instructed to accept \$/4,000/- and \$/500/- party and party costs. I did not institute proceedings. I called the \$/500/- party and party costs, and I believe that Rodyk did too in correspondence not included in PW7. Rodyk agreed my party and party bill for taxation.

Karthigesu applies to interpose a witness.

No. 12

Koh Siang Teck

Koh Siang Teck affirmed speaks Teochew, 18, Kim Keat Road, Singapore.

20 I am a provision shop proprietor. Lau is my nephew. On the 11.9.63 Madam Leong and her son came and asked me to contact Mr. Lau. Madam Leong and family are my customers, and have been since 1945 till to-day and I have no trouble with them.

I was in possession of Mr. Lau's card and I handed it to them. They used my telephone to get in touch with Mr. Lau. At the end of the conversation which was in English which I did not understand the son told me that Lau had declined to accept a fee on percentage basis. I cannot remember if they came back a few days later.

30 I received the cheque for \$/700/-, from Mr. Chan asking me to hand it over to Mr. Lau saying it is for fees for Coroner's Court proceedings and also in anticipation of his attending Police Court.

40 At some stage my nephew told me on the phone that he had explained to the Clients about the costs to be taxed and that his fees for the Coroner's Court and Police Court would be separate. I can't remember when he told me this, but it was a few days after the family saw him. He said the Clients were satisfied with the explanation

In the High Court in Singapore

Defence Evidence

No.11

Lau Liat Meng

Cross-examination (continued)

No.12

Koh Siang Teck

Examination

In the High
Court in
Singapore

Defence
Evidence

No.12

Koh Siang
Teck

Cross-
Examination

XN by Hilborne

Lau phoned to tell me that the Clients were satisfied with his proposal as to fees. He did so because I am his relative. He has not rung me about fees in other cases - only to send me greetings. When I was given the cheque for \$700/- I was told by the Father it was for the Coroner's Court and the Police Court. I was handed the cheque by the Father - he spoke to me in a mixture of Teochew, Cantonese and Hokkien. He was able to convey "coroner's Court" and "Police Court". I cannot remember how he expressed "Coroner's Court".

10

After the phone call I once told the family about the taxed costs and \$700/- costs.

Q. After these people received the money you told them to go and see your nephew.

A. No - then says I cannot remember whether Lau asked the family through me to go to his office. 20

Harry Wee suggest that all Counsel consider the question of corroboration if the complainant and witnesses called by the Bar Committee were "accomplices".

Adjourned 1.05 p.m.

16.12.64 - 11.15 - Parties as before.

XN - Miss Lim

FW2(3) Written authority is not needed for Criminal Proceedings, that is why I did not mention Coroner's Court and Magistrate's Court in the first Warrant to Act. FW2(7) believed that Mr. Murphy used this form but Warrant to Act shows other names. Knew Mr. Murphy after I came back from London and that he had his own firm.

30

I did not send anybody to the Police Court with my diary between the 3rd and 4th February. I did not make any enquiries as to the dates fixed for hearing. I did not send clerk to

Court but practice in this case was for clients to tell me. I knew case was in March but I did not inquire in Court or Mr. Coomaraswamy. It was an oversight on my part.

XN - Grimberg

When these people instructed me in September I did not take something on account of costs. I was not sure whether I intended billing them for Coroner's Inquiry. I intended billing them when Police Court case was over, but I have not billed them at all,

In the High Court in Singapore

Defence Evidence

No.12

Koh Siang Teck

Cross-Examination (continued)

10

Q. When you started to practice on your own why did you not follow form of Oehler & Choa's Warrant to Act.

A. The new form is more concise.

Q. What did you think no special arrangement referred to in 2nd Warrant to Act conveys to a layman.

20 A. I explained to one of the sons that no special Agreement means no agreement as to costs and costs are to be taxed.

I am not sure whether I told my Clients I received costs \$500/- from Rodyk & Davidson.

On the day after they received the money and came to my office I don't think I gave them any indication that I would be getting \$500/- party and party costs.

Q. To whom do party and party costs belong.

Q. At any subsequent time were they told of the \$500/- costs.

30 A. I'm not very sure.

Q. What do you think they would have said if they had been told of the \$500/-.

A. I thought it is the practice of all running down cases that the Solicitor does not inform the Client of the Party and Party Bill.

In the High
Court in
Singapore

Mighthave told P.T. at taxation - visited
P.T. No mention in letter to P.T. as to
costs.

Defence Evi-
dence

XN - Hilborne (with leave).

You mentioned Mr. Murphy and Mr. Coomaraswamy.

No.12

You consulted Mr. Murphy - Yes.

Koh Siang
Teck

I went with Mr. Nurugason to Mr. Murphy's
house.

Cross-
Examination
(continued)

Q. Can you remember exact date - consulted him
whether I should pay back the \$350/- for not
attending Dist. Ct. Also consulted him
whether \$500/- costs should be taxed. Q. On
this particular case ?

10

A. I think so.

Taxed party and party costs about same time
as I sent back \$350/-.

Re-
Examination

RXN - M.K.

Read in Chambers in Laycock & Ong.

When I was an associate in Oehlers & Choa I
had to use the form.

20

Clients were long standing customer of my
uncle I was sure I could be paid my costs.
Mr. M. Coomaraswamy did not discuss with me
that party & party bill should be taxed - I
don't know whether Mr. Coomaraswamy and Murphy
would give evidence.

XN - J. G.

Mr. Murphy was surprised that Bill of Costs
was taxed when no Writ was issued.

Agreed \$500/- in January.

30

No. 13
Proceedings

In the High
Court in
Singapore

Final Submissions.

No. 13

Kathigesu.

Proceedings
16th December
1964

10 Refers to the particularised allegations in para. 8 and amended Statement of Case. These define the scope of the Inquiry. Did Lau make an arrangement with his Client to be paid a percentage of the amount of damages he was able to recover from the other side as his fees, and whether the \$700/- mentioned in 8(i) was a payment calculated on that basis.

Submit that this Inquiry may have exceeded the scope of the Inquiry as defined in paragraph 8. The sole question for determination whether there was an arrangement made as to percentage. On the standard of proof, the same standard is required as in Criminal proceedings.

Cordery 5th Edition - p.467

20 I submit intention is an ingredient in this case - whether Lau intended to charge on a percentage basis. Burden is on the Solicitor for the Bar Committee.

On the status of witnesses

30 All except Tay and Quek were members of the same family. All the material evidence was from Father and Children. Where witnesses are interested to the extent that these were, there should be some independent corroborative evidence and the Committee should warn itself of necessity for corroboration. Rule is similar to evidence of accomplices.

Rv. Paratter (1960) 1 A.E.R. 298

I submit that the 3 children of Mr. Chan are interested, or should be treated as interested. Throughout their evidence references were made to family conferences.

In the High
Court in
Singapore

No. 13

Proceedings
16th December
1964
(continued)

Their interest in these proceedings is to see that Mr. Lau is disbarred or that he may be prosecuted.

Notwithstanding the question of intention, these proceedings are on the footing of Criminal proceedings. The Rules of the Committee refer to the Evidence Ordinance.

The \$700/- which is referred to in 8(i) was paid by the C.P.I.B. It was not the complainant's money. It is clear that the C.P.I.B. intervened in this matter and were attempting to buy a trap of some kind. Criminal proceedings were clearly in the offing before this matter came to a disciplinary matter. Apart from Mr. Tay, Quek's evidence was negative and does not come anywhere near corroboration.

10

Dealing with the evidence of the 4 principle witnesses.

One factor which stands out is that whereas they only had vague recollections of their interview with Lau at the house, they all seem to recollect very clearly the discussions or arrangements for the payment of Lau's fee on basis of percentage.

20

The Mother was not called as a witness. She was the first person to have seen Lau at his office - no doubt she was accompanied by the son. Committee should draw inference under S.115 Evidence Ordinance that her evidence would have been unfavourable.

30

Were Lau's instructions to claim damages or to attend Coroner's and Police Court as well. Father's main intent which he admitted was conviction of bus driver. Evidence is sufficient for Committee to conclude his instructions were threefold:

- (i) to claim compensation;
- (ii) attend Coroner's Inquiry; and
- (iii) attend Police Court if there is a prosecution and take out L/A.

40

The fact that Lau did not attend is irrelevant. In the High Court in Singapore I'm not going to deal with the non-attendance, or the basis of the two bills and whether the sum of the two bills was excessive. The answer would go to credit.

No. 13

There are 2 other matters I must touch on:-

- 10 (i) the receipt for the \$700/- which Lau sent. Page 11 of Agreed Bundle. Clearly says that the \$700/- was for agreed costs for attending Inquiry and Police Court.
- (ii) before they went to Lau's office to discuss the \$700/-, they had seen Tay and had been told that they were not to pay any more. They didn't go to Mr. Tay again, and tell him that Lau was claiming a percentage. They never mentioned to Mr. Tay that there had been agreement on a percentage fees.

Proceedings
16th December
1964
(continued)

20 Submit, that a case was being built up by C.P.I.B. and the only thing they could go on was this percentage question. The complainant no doubt wanted a Criminal prosecution.

You have heard Lau give his evidence. I submit he did so with forthrightness and candour. He was frank enough to say that percentage was mentioned, and was frank enough to say why it was mentioned. I submit he is worthy of credit, and that his explanation of what transpired in his flat put the matter beyond doubt.

30 It is much too easy for a client to get his own back in this way, that is why standard of proof is high. This must not be made an avenue for disgruntled Clients.

Hilborne replies.

The evidence is for you - the matter is clear as crystal.

Broadly speaking, where there is a conflict I invite you to accept evidence of Chan's family and reject Lau's evidence.

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Court in
Singapore

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Proceedings
16th December
(continued)

If you accept this submission, I invite you to accept their evidence that there was agreement as to percentage. If you accept this, allegation (3) and (4) are proved.

This leads to allegations (1) and (2) which are consequentially proved. What was an Inchoate offence in September, 1963 became substantiated in February 1964.

The one piece of evidence which I point to is when Lau said purpose of visit on 22nd February was to pay for Coroner's Inquiry and Police Court. He said "They mentioned \$290/-". Wasn't this extraordinary when he'd told them ad nansum he couldn't charge on a percentage basis that they mentioned \$290/- which adds up with \$705/- received from Public Trustee to 25% of \$4,000/-. Mr. Lau's case is he did not get 25%. But he did because he got additional \$500/- but Mr. Chan not told of this. Chan's family's explanation of \$750/- is what Lau told them. Chan was not cross examined on it.

10

20

Each witness is corroborated by the others. This has got nothing to do with accomplices. Paying is not an offence - receiving is under Section 17.

The material date was 8th April when Lionel Chee walked in.

The \$350/- would not have been returned nor would the second bill have been taxed if Lionel Chee had not walked into the office a few days previously.

30

I cannot accept Kathigesu's submission on standard of proof. Even if its beyond reasonable doubt, it is beyond reasonable doubt. On 3 & 4 Champerty offences may apply argument of accomplices but not to 1 & 2.

The \$500/- bill was not a Party & Party Bill. Can't have a party and party Bill when no Writ issued. Taxation was to get semblance of authorisation for the Bill of \$500/-. When Rodyk & Davidson paid \$500/- I don't know - either

40

10 the claim is \$4,500/- and you bring it in and get \$705.50 or go to the Registrar and say I've told my client of this \$500/- and we've agreed this is appropriate and then take additional \$205.50. The \$500/- Bill is a piece of paper which Deputy Registrar has seen fit to sign. Has no status under the Rules of Court. It also goes to credibility - goes to show whether he is speaking the truth as to that. If not then also on other matters was he telling the truth. I did not produce the Bill earlier because The Bar Committee did not have the file till these proceedings started.

In the High Court in Singapore

No. 13

Proceedings
16th December
1964
(continued)

Under S.28 you have to make a finding of fact and it goes to another Tribunal. The evidence is all one way - to make a positive finding against Lau Liat Meng on the 4 allegations.

6.3.65

6th March
1965

Hilborne for Bar Committee.

Kathigesu for Lau Liat Meng.

20 Both agree that the Committee's Notes be used instead of Mr. Albuquerque's as Mr. Albuquerque has found difficulty transcribing the shorthand notes taken down in his 3rd shorthand note book.

No. 14

No. 14

Findings of Disciplinary Committee

REPORT

pursuant to Section 28 of the Advocates & Solicitors Ordinance
Cap.188

Findings of
Disciplinary
Committee.
9th April
1965

30 1. In pursuance of Section 42 of the Advocates & Solicitors Ordinance (Cap.188) (hereinafter referred to as "the said Ordinance") the learned Chief Justice appointed H.L. Wee (Chairman), Miss M. Lim and J. Grimberg members of the Disciplinary Committee to hear and investigate the complaint of the Bar Committee against Lau Liat Meng an Advocate & Solicitor of the High Court, Singapore, practising at 10C Asia Insurance Building,

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Court in
Singapore

No. 14

Findings of
Disciplinary
Committee.
9th April
1965
(continued)

Singapore, under the firm name of Lau Liat Meng & Co. of which he is sole proprietor.

2. The Disciplinary Committee sat on the 23rd of October 1964 in accordance with the formal application dated 7th October 1964 (A) and again on the 8th, 9th, 11th, 12th and 16th of December 1964 and the 6th March 1965. The first and last of these dates were taken up in directions as to the filing and exchange of "pleadings" and agreed papers and agreement by all parties as to the recording of the notes of evidence annexed hereto and marked B. 10

3. The Bar Committee was represented by K.E. Hilborne and Lau Liat Meng was represented by M. Karthigesu with Mr. R. Murugason. E. Albuquerque, Secretary to the Disciplinary Committee was in attendance.

4. The allegations made against Lau Liat Meng are contained in the Statement of Case which was amended during the hearing PW(3) and the complaints are that he:- 20

(i) received or accepted payment of money from one Cham Siew Why, namely, \$700, contrary to the provisions of Section 17(3) of the Motor Vehicles (Third Party Risks and Compensation) Ordinance 1960, and thereby has been guilty of grossly improper conduct in the discharge of his professional duty within the meaning of Section 25(2)(b) of the Advocates and Solicitors Ordinance (Chapter 188); 30

(ii) further or alternatively by such act, namely the receipt or acceptance of such money as aforesaid, did an act which would render him liable to be disbarred or struck off the rolls of the court or suspended from practice or censured if a barrister or solicitor in England within the meaning of Section 25(2)(i) of the Advocates and Solicitors Ordinance (Chapter 188); 40

(iii) entered into an agreement with the said Cham Siew Why which he knew or ought to have known was champertous, namely, an

agreement to receive or accept remuneration for his professional services by way of percentage on the amount which might be recovered by the said Cham Siew Why and was thereby guilty of grossly improper conduct in the discharge of his professional duty within the meaning of Section 25(2)(b) of the Advocates and Solicitors Ordinance (Chapter 188);

In the High Court in Singapore

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Findings of Disciplinary Committee.
9th April 1965
(continued)

- 10 (iv) by such act, namely, the said champertous agreement as aforesaid, did an act which would render him liable to be disbarred or struck off the rolls of the court or suspended from practice or censured if a barrister or solicitor in England within the meaning of Section 25(2)(i) of the Advocates and Solicitors Ordinance (Chapter 188).

20 Whereby he the said Lau Liat Meng is liable to be struck off the roll of the court or suspended from practice or censured in pursuance of the provisions of Section 25(1) of the Advocates and Solicitors Ordinance (Chapter 188).

5. Evidence on oath was given by the following witnesses:-

Cham Siew Why (Wai), the father of Cham Siak Hoy deceased, who initiated the present proceedings.

Cham Seck Hong, a son of Cham Siew Why.

Cham Wye Pun, another son of Cham Siew Why.

30 Tay Chow Seng, an Advocate & Solicitor at the material time attached to the Public Trustee's office.

Cham Mooi Eng, a daughter of Cham Siew Why.

Quek Cheng Hong, a taxi driver

(called by the Bar Committee).

Lau Liat Meng

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(continued)

Koh Sian Keng, an uncle of Lau Liat Meng
(called by Lau Liat Meng).

6. The following exhibits were produced and
filed:

P.W.1 Statement of Defence.

P.W.2 List of documents & Agreed Bundle

P.W.3 Amended Statement of Case.

P.W.4 Warrant to Act dated 11th September
1963.

P.W.5 Warrant to Act dated 11th January
1964. 10

P.W.6 Letter from Cham Siew Wai to Lau Liat
Weng dated 17th January, 1964.

P.W.7 Correspondence passing between Lau
Liat Meng & Messrs. Rodyk & Davidson

P.W.8 Bill of Costs of Messrs. Lau Liat Meng
& Co. dated 13th April 1964.

7. The following facts are not in dispute:-

One Cham Siak Hoy was knocked down by a
Singapore Traction Company bus in a road
accident on the 7th of August 1963 at Jalan Kebun
Limau Singapore as a result of which he died. 20
A Warrant to Act was duly executed by Cham Siew
Why (agreed bundle Page 3) "for the purpose of
obtaining Probate and claim damages for loss
of my son". The instructions given to Lau Liat
Meng were to act in all matters arising out of
the death of the deceased and it would appear
that these instructions covered the claim for
damages, attendances at the Coroner's Inquiry
and at the criminal trial of Loh Teck Poh, the
driver of the Singapore Traction Company's
bus. 30

On the 11th September 1963 a preliminary
consultation between Leong Yoke Sin, wife of
Cham Siew Why (also spelt Wai), Cham Sek Hong,

her son, and Lau Liat Meng took place at the office of Oehlers & Choa where the latter was at that time an associate.

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This consultation continued at Lau Liat Meng's residence at 463A River Valley Road, Singapore, during the evening of the same day with Cham Siew Why, Cham Seck Hong, Cham Wye Pun and Cham Mooi Eng but not Leong Yoke Sin.

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(continued)

10 Lau Liat Meng duly attended the Coroner's Inquiry into the death of Cham Siak Hoy and Letters of Administration were duly obtained but no Writ in the civil courts was issued or any action commenced. This claim was in January 1964 settled by Rodyk & Davidson the Solicitors for the Singapore Traction Company in a sum of \$4,000 together with a further \$500 for "party & party costs" (P.W.7). We use inverted commas because it would seem that no question of party and party costs arose, since no
20 proceedings were in fact commenced.

At about the same period a fresh Warrant to Act was executed by Cham Siew Why in favour of Lau Liat Meng & Co. of 10-C Asia Insurance Building, Singapore under which name and address Lau Liat Meng had just begun practising on his own. This does not specifically state the purposes for which Lau Liat Meng was to act but contains a declaration "that no special agreement has been made with them with regard
30 to their costs of such matter."

On the 22nd of January 1964 the sum of \$500, agreed "party & party costs", were paid by Messrs Rodyk & Davidson to Lau Liat Meng but a bill of costs was not formally taxed until the 14th of April 1964.

40 On the 6th of February 1964 Lau Liat Meng's Solicitor & Client Bill of Costs was taxed and allowed at \$705.50 including disbursements and stamp fees. This sum was paid by the Public Trustee to Lau Liat Meng on the 19th of February 1964 and a sum of \$3,244.50 was paid to Cham Siew Why after deduction of the Public Trustee's fee of \$50.00 on the 22nd February 1964.

There was no reference to the "party &

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Findings of
Disciplinary
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9th April
1965
(continued)

party" bill of \$500 in the Solicitor & Client bill and these two bills appear to have been independent of each other

On or about the same day namely the 22nd of February 1964 Cham Siew Why accompanied by his son Cham Seck Hong attended at the office at 10-C Asia Insurance Building, Singapore, of Lau Liat Meng during which further discussion on the payment of costs took place.

The Police prosecution of Loh Teck Poh the bus driver was apparently fixed for hearing on the 3rd and 4th of February 1964 but adjourned to the 24th and 25th March 1964. Lau Liat Meng did not attend on these or the adjourned dates of hearing. 10

On the 26th of February 1964 as a result of a complaint made to the Corrupt Practices Investigation Bureau a cheque for \$700 was paid to Lau Lia Meng. The cheque was handed to Lau Liat Meng's uncle Koh Sian Keng the proprietor of a provision store at 18 Kim Keat Road Singapore. \$350, part of this cheque, was returned to Cham Siew Why on the 13th April 1964 according to Lau Lia Meng's Solicitors Murugason & Co. because Cham Siew Why had failed to give further instructions in respect of police proceedings and Lau Liat Meng had not attended these proceedings. 20

8. The following are the principal facts in dispute. 30

The agreement to instruct Lau Liat Meng was concluded on the evening of the 11th of September 1963.

Cham Siew Why alleged that Lau Liat Meng's fees were agreed to at 25% of the compensation or damages recovered. Some bargaining over the figure of the percentage if the claim exceeded \$3,000 or below that figure also took place. Other than the criminal and such proceedings as were required to recover the compensation in a court, Cham Siew Why had little if any idea the extent of legal work the fee was to include. 40

The evidence of Cham Seck Hong and Cham Wye Fun on this point was substantially the same.

It is also alleged by Cham Seck Hong that during discussions at Lau Liat Meng's office preliminary to the above a fee based on a percentage of the claim recovered was also discussed between Lau Liat Meng himself and his mother Leong Yoke Sin.

10 The next serious issue in dispute was the conversation that took place at Lau Liat Meng's office on the 22nd of February 1964 between Cham Siew Why and his son Cham Seck Hong and Lau Liat Meng. Cham Siew Why had just before calling at the office received compensation of \$3,244.50 from the Public Trustee. Both witnesses alleged that Lau Liat Meng demanded a further \$750 although Cham Siew Why pointed out that 25% of the total claim (of \$4,000) only amounted to a balance of about \$300 due to him as Lau Liat Meng had been paid 20 \$700 odd by the Public Trustee.

Lau Liat Meng, these witnesses said, claimed that he had put in a lot of work and that 25% was on the net amount received from the Public Trustee.

On being questioned as to why he had not attended the police proceedings Lau Liat Meng said it was a "police matter" and that it was a waste of time to attend. However he had promised he would do so.

30 Cham Siew Why at first refused to pay \$750 and eventually this sum demanded was reduced to \$700 with a warning that if payment was not forthcoming Lau Liat Meng would commence proceedings against him for its recovery.

40 On the other hand Lau Liat Meng himself maintained that throughout he never agreed to a fee based on a percentage of the amount recovered. However Leong Yoke Sin had in the preliminary discussion offered 25% in the form of fees. He told her that his costs in civil matters would be taxed by the Court and that his fees for the Coroner's Inquiry would be \$350/- and for the police proceedings another \$350.

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(continued)

At the meeting at his residence Cham Siew Why also offered him 25% to do all the work in connection with his son's death. This included, according to Lau Liat Meng, the claim for compensation, Letters of Administration and attending the Coroner's Inquiry and any subsequent criminal proceedings. Lau Liat Meng refused to agree to this repeating what he had earlier told Leong Yoke Sin.

On the second issue in dispute Lau Liat Meng's version is that between 22nd and 26th February 1964 Cham Siew Why and Cham Seck Hong called at his office - but not at his request. After much bargaining over his fees for attendance at the Coroner's Inquiry and at the police proceedings they agreed to pay \$700. He however did not attend the latter proceedings because he had not been informed of the dates fixed for hearing. 10

Findings

9. We have considered the evidence of both sides and make the following findings of fact. 20

We find that on the 11th September 1963 Lau Liat Meng entered into an agreement with Cham Siew Why to act for him, the fee to be 25% of the damages or compensation recovered and that such percentage was agreed to after a certain amount of bargaining which took place at the office of Lau Liat Meng and subsequently at his residence. Although the Warrants to Act in favour of Lau Liat Meng were limited and somewhat vague it is clear that Cham Siew Why intended Lau Liat Meng to act for him in his claim for damages arising out of the death of his son Cham Siak Hoy, who was run down by the Singapore Traction Bus on the 7th of August 1963 at Jalan Kebun Limau, and that such work was to include the taking out of Letters of Administration, claiming damages, attending the Coroner's Inquiry and the Police proceedings against the driver of the bus. 30

We also find that Lau Liat Meng met his client Cham Siew Why and son at his office and claimed that his fee of 25% of the damages recovered was based on the net of \$3,244.50 received by his client from the Public Trustee 40

and not on the total of \$4,000.00 implying thereby that the sum paid by the Public Trustee to him for his Solicitor & Client costs was excluded from the 25% agreed to be paid by Cham Siew Why. After some bargaining had taken place Lau Liat Meng however fixed his fee of 25% in a round figure of \$750/- which he later reduced to \$700/-. This sum was eventually paid to Lau Liat Meng but \$350/- was refunded to Cham Siew Why.

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(continued)

10 While we accepted Cham Siew Why's statement of the circumstances in this part of the evidence as true nevertheless we also find that the sum whether it be of \$700/- or \$350 does not fall within the restriction of receiving only taxed costs in respect of a claim for compensation by a solicitor under section 17(3) of the Motor Vehicles (Third Party Risks & Compensation) Ordinance 1960 as Lau Liat Meng it is not disputed had attended the Coroner's Inquiry.

20 However the sum of \$500.00 paid for "party & party costs" does not appear to have arisen or to have been mentioned in this or any discussion with Lau Liat Meng. Further it was a sum apparently not disclosed to the Public Trustee or the Registrar of the High Court at the taxation of the Solicitor and Client bill.

30 Lau Liat Meng therefore received two sets of taxed costs, \$500.00 on the "party & party" bill and \$705.50 on the Solicitor & Client Bill in respect of the claim for compensation. Although Lau Liat Meng appears to have received an authority from Cham Siew Why to pay this sum of \$500.00 into his own account this undisclosed payment is beyond or over and above the taxed costs which Section 17(3) of the Ordinance of 1960 permits.

40 Counsel for Lau Liat Meng has suggested that this extra amount is merely a matter of excessiveness. We consider it goes far beyond that and would result, if we do not make a finding on this, that we will be failing in our duty to do so on the evidence given in this Inquiry. We accordingly find that the additional sum of \$500 received by Lau Liat Meng which he admits receiving should have formed part of this Solicitor & Client costs recoverable by him and

In the High
Court in
Singapore

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Disciplinary
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9th April
1965
(continued)

in the events that have taken place it has exceeded the payment allowed by s.17(3) of the Ordinance of 1960.

We have considered the submission made by Counsel for Lau Liat Meng and agree that the standard of proof should be as high as that in criminal proceedings. We have come to the above conclusions on a standard no lower than that. Further our attention has been drawn to Cham Siew Why being an accomplice and that the other witnesses who are members of his family are interested parties. We are prepared to treat Cham Siew Why as an accomplice as we have agreed that the standard of proof should be of the highest, namely that in criminal proceedings. We have accordingly warned ourselves on the danger of accepting the evidence of an accomplice. Nevertheless we accepted the evidence of Cham Siew Why which established beyond reasonable doubt that Lau Liat Meng did enter into an agreement with him to charge him fees based on a percentage of the damages or compensation recovered.

10

20

We cannot agree with the submission that his witnesses are interested parties within that concept. We find that their evidence supports or corroborates that of Cham Siew Why. However even if they were interested parties we find that the evidence of the witnesses as a whole and as to the events on the 11th of September 1963 and 22nd of February 1964 to be clear, and the truthful version of what took place.

30

Madam Leong Yoke Sin was not called and Counsel for Lau Liat Meng has asked us to draw an inference from the failure to call her. We have received no explanation as to her absence but we do not agree that her evidence as to the preliminary meeting with Lau Liat Meng was of sufficient importance, even if she had been called and her evidence discredited, to make any difference to our conclusion.

40

Opinion

10. In the light of the above findings we are

of opinion that the receipt on payment of \$700/- as set out in paragraph 8(i) of the statement of the case is not contrary to section 17(3) of the Motor Vehicles (Third Party Risks & Compensation) Ordinance 1960.

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No.14

10 However we are satisfied that the receipt of \$500/- "party & party costs" by Lau Liat Meng in addition to the other sums of \$705.50 on his Solicitor & Client bill and \$350.00 for his attendance at the Coroner's Inquiry is contrary to the provisions of section 17(3) of the Motor Vehicles (Third Party Risks & Compensation) Ordinance 1960, and that he is guilty of grossly improper conduct in the discharge of his professional duty within the meaning of section 25(2)(b) of the Advocates & Solicitors Ordinance (Chapter 188).

Findings of Disciplinary Committee.
9th April 1965
(continued)

20 We are of opinion that the agreement for a fee based on the percentage of 25% of damages recovered was champertous and that Lau Liat Meng is guilty of grossly improper conduct in the discharge of his professional duty within the meaning of section 25(2)(b) of the Advocates and Solicitors Ordinance (Chapter 188) as set out in paragraph 8(iii) of the statement of the case.

We are of opinion that the complaints under paragraph 8(ii) and (iv) are likewise made out but we propose to treat them as alternative complaints.

Dated the 9th day of April 1965.

30 sd: H.L. Wee
H.L. Wee
sd: Mary Lim
Mary Lim
sd: J. Grimberg
J. Grimberg.

No. 15

AFFIDAVIT OF EMANUEL ALBUQUERQUE

AFFIDAVIT

I, EMANUEL ALBUQUERQUE of No. 9, Still Road, Singapore - 15, make oath and say as follows:-

No.15
Affidavit of Emanuel Albuquerque.
1st July 1965

- 40 1. I am the Secretary to the Singapore Bar Committee.
2. On the 20th day of August 1964 the Honourable the Chief Justice, in exercise of his power under Section 26 of the Advocates and Solicitors Ordinances

In the High Court in Singapore

No.15

Affidavit of Emanuel Albuquerque. 1st July 1965 - continued

appointed a Disciplinary Committee consisting of Mr. H.L. Wee, Miss Mary Lim Cheow Sim and Mr. G. Abisheganaden to hear and investigate a complaint of the State Advocate-General against Mr. Lau Liat Meng, an Advocate and Solicitor of this Honourable Court. On the 22nd day of August 1964 the Honourable the Chief Justice substituted Mr. J. Grimberg for Mr. G. Abisheganaden as a member of the said Committee.

3. After hearing and investigating the said complaint, the said Disciplinary Committee on the 9th day of April 1965 delivered its findings in relation to the facts of the case and its opinion as to the conduct of the said Lau Liat Meng. The original report of the findings and opinion is now produced and shown to me and marked "E.A.1" and is annexed hereto.

10

4. I crave leave to refer the opinion of the said Disciplinary Committee to the effect that the said Lau Liat Meng was guilty of grossly improper conduct within the meaning of Section 25(2)(b) of the Advocates and Solicitors Ordinance.

20

SWORN to at Singapore this)
1st day of July, 1965) Sd: E. Albuquerque

Before me,
Sd: Chan Shien Swee

A Commissioner for Oaths.

No.16

Order to Show Cause. 5th July 1965.

No. 16

ORDER TO SHOW CAUSE

BEFORE THE HONOURABLE MR. JUSTICE AMBROSE IN CHAMBERS

30

Upon the application of the Disciplinary Committee appointed by The Honourable The Chief Justice on the 20th day of August, 1964 made by way of Originating Summons dated the 1st day of July, 1965 coming on for hearing this day and Upon Reading the affidavit of Emanuel Albuquerque sworn to and filed herein on the 1st day of July, 1965 And Upon Hearing the Solicitor for the Applicant THIS COURT DOTH ORDER that Lau Liat Meng an Advocate and Solicitor of the High Court do show cause why he the said Lau Liat Meng should not be dealt with under the provisions of Section 25 of the Advocates and Solicitors Ordinance in such

40

manner as to the Court shall seem fit.

Dated this 5th day of July, 1965.

Sd: Ho Kian Ping

Dy: REGISTRAR

Sd: J. Tan

No. 17

NOTES OF ARGUMENT OF THE
HONOURABLE MR. JUSTICE TAN AH TAH

7th February 1966 Notes of Argument

10 Hilborne for Disciplinary Committee

Karthigesu for Lau Liat Meng

Hilborne: Refers to the relevant parts of the record.

Karthigesu: I submit the Disciplinary Committee right in treating paragraph 8(ii) and 8(iv) as alternatives to paragraph 8(i) and 8(iii). Method of taxation in running down cases. Solicitors do not submit a full comprehensive solicitor and client bill. They submit a proper party and party bill which is taxed. At the same time they present a partial solicitor and client bill which does not cover items contained in the party and party bill. These two bills are taxed by the Registrar together. The Registrar takes notice of both bills. After taxation, the solicitor will recover the party and party costs from the other side and the solicitor and client costs from the Public Trustee. The Registrar can check to see that no item is duplicated. Suit 351/63 contains a form of order in a running down case. In cases which are settled before a writ is issued, the general practice is to offer to pay a sum towards the costs of the Plaintiff in addition to the sum offered as general damages. Some solicitors tax the costs. In such cases two bills are presented for taxation - a party and party bill and a solicitor and client bill.

20

30

40

Lau prepared a solicitor and client bill and had it taxed at \$705.50 on 11.2.64. Lau said he could not remember

In the High Court of Singapore

No.16

Order to Show Cause
5th July
1965 -
continued

No.17

Notes of Argument of the Honourable Mr. Justice Tan Ah Tah. 7th February 1966.

In the High
Court of
Singapore

No.17

Notes of
Argument of
the Honourable
Mr. Justice
Tan Ah Tah.
7th February
1966 -
continued

whether he informed the Registrar about the receipt of \$500 costs.

In certain cases which were settled at \$4,000 the total costs amounted to about \$1,200/-.

Lau prepared a party and party bill and had it taxed on 14.4.64. at \$515/-.

While taxing the solicitor and client bill, the Registrar would be aware that some amount would have been paid as party and party costs. 10

I do not concede there has been a technical offence.

Section 17(3) of the Motor Vehicle (Third Party Risks and Compensation) Ordinance contemplates a full solicitor and client bill being taxed. (Ordinance No. 1/60).

No intention shown to keep any money not due to him under Section 17(3). 20

As to the second point, whether there was a champertous agreement, there is a conflict of evidence.

The father and two sons were all actively concerned in negotiating the agreement. They were all interested parties.

Solicitors' Journal 31.12.65, page 1018 Chiu Nan Hong v P.P. (1965) 31 M.L.J. 40 at page 43 column 1. 30

The Disciplinary Committee made a mistake in saying that Lau wanted 25% of the net amount.

Hilborne:

There could not be a party and party bill because no writ had been issued.

I submit there was an offence.

On 8.4.64. Lionel Chee took action. The so-called party and party bill was prepared on 13.4.64. and taxed on 14.4.64. 40

Probably Lau asked for \$750. But it is not a wrong finding of fact.

What Lau got was \$500 + \$705.50 + \$700 = \$1905.50 of which he refunded \$350.

In the High Court of Singapore

Clients received \$3,244-50 - \$700 = \$2,544-50.

No. 17

Lau should have got \$705.50. Clients should have got \$3,244.50 + \$500 (paid by Rodyk and Davidson) = \$3,744-50.

Notes of Argument of the Honourable Mr. Justice Tan Ah Tah. 7th February, 1966 - continued.

10

Counsel invited to address on the question of penalty to be imposed)

Karthigesu:

Lau had been only ten months in practice at the time.

He took trouble to find out what the practice was. He may not have fully understood all the ramifications. We did not do anything with guilty intent. He was inexperienced.

20

I submit a caution might not be enough but a suspension for a few months would be enough.

Hilborne:

I have no instructions as to the penalty.

C.A.V.

Sd. Tan Ah Tah

28th February 1966 Cor: Wee Chong Jin, C.J.

Singapore

Tan Ah Tah, F.J.

Buttrose, J.

30

Originating Summons No. 86/65

For Judgment

In the Matter of the Advocates & Solicitors Ordinance Chapter (188)

and

In the matter of an Advocate and Solicitor

In the High
Court of
Singapore

No. 17

Notes of
Argument of
the Honourable
Mr. Justice
Tan Ah Tah.
7th February,
1966 -
continued.

Hilborne for Disciplinary Committee

Karthigesu, Murugason with him, for Lau
Liat Meng

Judgment of the court read by Buttrose J.

Lau Liat Meng to be struck off the roll and
to pay the costs of these proceedings.

Sd. Tan Ah Tah

Hilborne: Under Rule 15 of the Advocates and
Solicitors

(Disciplinary Proceedings) Rules, 1963
(Gazette Not. No. 598/63 in Gazette Supplement
No. 32 dated 28.6.63.), the Disciplinary
Committee have no power to award costs to or
against the solicitor. But under Section 34(2)
of the Advocates and Solicitors Ordinance
(Cap.188), this court has a discretion to order
that the costs of the hearing before the
Disciplinary Committee be paid by the Respondent.

10

Karthigesu: Section 34(1) was specially
enacted to meet one kind of situation. I submit
Section 34(2) does not refer to the costs of the
hearing before the Disciplinary Committee.
Refers to Section 28(4), 30, 33.

20

Order: Respondent to pay the costs
including the costs of the proceed-
ings before the Disciplinary
Committee.

Sd. Tan Ah Tah

No. 18

IN THE HIGH COURT IN SINGAPORE

In the High
Court of
Singapore

Originating Summons }
No. 86 of 1965 }

No. 18

Judgment
28th February,
1966.

IN THE MATTER OF THE ADVOCATES
AND SOLICITORS ORDINANCE (CHAPTER
188)

AND

IN THE MATTER OF AN ADVOCATE
AND SOLICITOR

10

CORAM: Wee Chong Jin, C.J., Singapore
Tan Ah Tah, F.J.
Buttrose, J.

JUDGMENT OF BUTTROSE J.

This case was concerned with professional conduct of the respondent, an advocate and solicitor of this Court. It was alleged against him that he, in his capacity as such advocate and solicitor:-

20

(1) received or accepted payment of money from one Cham Siew Why, namely \$700.00, contrary to the provisions of Section 17(3) of the Motor Vehicles (Third-Party Risks and Compensation) Ordinance, 1960 and thereby has been guilty of grossly improper conduct in the discharge of his professional duty within the meaning of Section 25(2)(b) of the Advocates and Solicitors Ordinance (Chapter 188);

30

(2) by such act, namely the receipt or acceptance of such money as aforesaid, did an act which would render him liable to be disbarred or struck off the rolls of the Court or suspended from practice or censured if a barrister or solicitor in England within the meaning of Section 25(2)(i) of the Advocates and Solicitors Ordinance (Chapter 188);

In the High
Court of
Singapore

No.18

Judgment
28th February,
1966 -
continued

(3) entered into an agreement with the said Cham Siew Why which he knew or ought to have known was champertous, namely, an agreement to receive or accept remuneration for his professional services by way of percentage on the amount which might be recovered by the said Cham Siew Why and was thereby guilty of grossly improper conduct in the discharge of his professional duty within the meaning of Section 25(2)(b) of the Advocates and Solicitors Ordinance (Chapter 188);

10

(4) by such act, namely, the said champertous agreement as aforesaid, did an act which would render him liable to be disbarred or struck off the rolls of the Court or suspended from practice or censured if a barrister or solicitor in England within the meaning of Section 25(2)(i) of the Advocates and Solicitors Ordinance (Chapter 188).

20

Section 17(3) of the Motor Vehicles (Third Party Risks and Compensation) Ordinance, 1960 is as follows:-

"17.-(3) Notwithstanding the provisions of any other written law any costs payable to a public officer or an advocate and Solicitor acting in respect of the matters referred to in subsection (2) of this section shall be taxed and such public officer or advocate and solicitor shall not receive or accept any payment of money for so acting other than such taxed costs."

30

The material parts of section 25 of the Advocates and Solicitors Ordinance are as follows:-

"25.-(1) Advocates and Solicitors shall be subject to the control of the Supreme Court and shall be liable on due cause shown to be struck off the roll of the court or suspended from

40

practice for any period not exceeding two years or censured.

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

(b) has been guilty of fraudulent or grossly improper conduct in the discharge of his professional duty or guilty of such breach of any rule or usage or conduct made by the Bar Committee as hereinafter provided as in the opinion of the court amounts to improper conduct or practice as an advocate and solicitor; or

(f) has done some other act which would render him liable to be disbarred or struck off the roll of the Court or suspended from practice or censured if a barrister or solicitor in England. "

The facts as found by the Disciplinary Committee were as follows:-

In or about October, 1963, one Cham Siew Why of No. 35-P Whampoa Road, Singapore, consulted the respondent regarding the death of his son, Cham Sisk Hoy. It appeared that Cham Siew Why intended the respondent to act for him in his claim for damages arising out of the death of his son, who was run down by a Singapore Traction Company bus on the 7th August, 1963, at Jalan Kebun Limau and that such work was to include the taking out of Letters of Administration, claiming damages, attending the Coroner's Inquiry and the police proceedings against the driver of the bus.

On the 11th September, 1963, it was agreed between the respondent and Cham Siew Why that the latter should pay to the respondent as his professional fees for so acting on behalf of Cham Siew Why 25% of the amount of any damages or compensation which might be recovered by Cham Siew Why.

In the High Court of Singapore

No.18

Judgment
28th February,
1966 -
continued

In the High
Court of
Singapore

No.18

Judgment
28th February,
1966 -
continued

On or about the 14th January, 1964, following negotiations between the respondents and Messrs. Rodyk & Davidson, the solicitors for the Singapore Traction Company, Cham Siew Why instructed the respondent to accept a sum of \$4,000 in full settlement of his claim for damages arising out of the death of his son and the respondent did so.

On the 22nd January, 1964, a further sum of \$500/-, agreed party and party costs, were paid by Messrs. Rodyk & Davidson to the respondent but a bill of costs was not formally taxed until the 14th April, 1964.

10

On the 6th February, 1964, the respondent's solicitor and client bill of costs was taxed and allowed at \$705.50. This sum was paid by the Public Trustee to the respondent on the 19th February, 1964, and a sum of \$3,244.50 was paid to Cham Siew Why after deduction of the Public Trustee's fee of \$50/- on the 22nd February, 1964.

20

There was no reference to the party and party bill of \$500 in the solicitor and client bill and the two bills appear to have been completely independent of each other.

On or about the 22nd February, 1964, Cham Siew Why accompanied by another of his sons had a further discussion with the respondent as to payment of costs at which the respondent demanded a further \$750. It was pointed out to him that 25% of the total claim of \$4,000 amounted to \$1,000 of which \$705.50 had been paid to him by the Public Trustee leaving a balance of only \$300 due to him.

30

Cham Siew Why at first refused to pay the \$750/- and the respondent reduced his demand to \$700 with a warning that if payment was not forthcoming he would commence proceedings for its recovery. This sum was eventually paid to the respondent by Cham Siew Why and on the 28th February, 1964, he received a receipt, from the respondent expressed to be for his professional services in attending the inquest into the death of Cham Siak Hoy. So, at that stage, the

40

respondent had received his party and party costs of \$500, his solicitor and client costs of \$705.50 and a further sum of \$700, a total of \$1,905.50 and Cham Siew Why had received \$2,544.50.

In the High
Court of
Singapore

No.18

On the 13th April, 1964, \$350 of this sum of \$700 was refunded to Cham Siew Why by the respondent, the very day before the party and party bill of costs was taxed by the Registrar.

Judgment
28th February,
1966 -
continued

10 While accepting Cham Siew Why's statement of the circumstances on this aspect of the case as true, the Disciplinary Committee found that this sum whether it be of \$700 or \$350 did not fall within the restriction of receiving only taxed costs in respect of a claim for compensation by a solicitor under section 17(3) of the Motor Vehicles (Third-Party Risks and Compensation) Ordinance, 1960 as it was not disputed that the respondent had attended the Coroner's Inquiry.

20 They found, however, that the sum of \$500 paid for party and party costs did not appear to have arisen or to have been mentioned in any discussion between Cham Siew Why and the respondent. It was not disclosed to the Public Trustee or the Registrar of the High Court at the taxation of the solicitor and client bill.

30 The respondent, therefore, received two sets of taxed costs, \$500 on the party and party bill and \$705.50 on the solicitor and client bill in respect of this claim for compensation and the Disciplinary Committee found that this undisclosed payment of \$500 was beyond or over and above the taxed costs which section 17(3) of the Ordinance permits.

40 The Disciplinary Committee accepted the evidence of Cham Siew Why and his witness as being clear and the truthful version of what took place and found that the respondent did enter into an agreement with Cham Siew Why to charge him fees based on a percentage of the damages or compensation recovered.

In the light of these findings the

In the High
Court of
Singapore

No.18

Judgment
28th February,
1966 -
continued

Disciplinary Committee was of the opinion that the receipt of payment of the sum of \$700 was not contrary to section 17(3) of the Motor Vehicles (Third-Party Risks and Compensation) Ordinance, 1960. They were satisfied, however, that the receipt of \$500 party and party costs by the respondent in addition to the \$705.50 solicitor and client costs and \$350 for his attendances at the Coroner's Inquiry was contrary to the provisions of section 17(3) of the Ordinance and that he was guilty of grossly improper conduct in the discharge of his professional duty within the meaning of section 25(2)(b) of the Advocates and Solicitors Ordinance.

10

They were further of the opinion that the agreement for a fee based on the percentage of 25% of the damages recovered was champertous and that the respondent was guilty of grossly improper conduct in the discharge of his professional duty within the meaning of section 25(2)(b) of the Advocates and Solicitors Ordinance.

20

They were also of the opinion that the complaints under paragraphs (2) and (4) were likewise made out but they proposed to treat them as alternative complaints.

There was, in our view, ample evidence to justify the findings of the Disciplinary Committee and in the light of those findings we do not see how they could have arrived at any other conclusions than the ones which they did.

30

It was urged upon us that the extra amounts charged merely amounted to excessiveness but in our opinion it went far beyond that and constituted a flagrant breach of the express provisions of section 17(3) of the Motor Vehicles (Third-Party Risks and Compensation) Ordinance, 1960.

It was also urged upon us that the evidence of Cham Siew Why and of his two sons and daughter was suspect and that if not actual accomplices they were interested parties and disgruntled litigants and corroboration should be required.

40

All we need say on this aspect of the case is that the Disciplinary Committee comprised fellow practitioners of the respondent and they were all fully alive to the position. They dealt with in in this way:-

In the High
Court of
Singapore

No.18

Judgment
28th February,
1966 -
continued

10 " We have considered the submissions made by Counsel for Lau Liat Meng and agree that the standard of proof should be as high as that in criminal proceedings. We have come to the above conclusions on a standard no lower than that. Further our attention has been drawn to Cham Siew Why being an accomplice and that the other witnesses who are members of his family are interested parties. We are prepared to treat Cham Siew Why as an accomplice as we have agreed that the standard of proof should be of the highest, namely that in criminal proceedings. We have accordingly warned ourselves of the danger of accepting the evidence of an accomplice. Neverthe-
20 less we accepted the evidence of Cham Siew Why which established beyond reasonable doubt that Lau Liat Meng did enter into an agreement with him to charge him fees based on a percentage of the damages or compensation recovered.

30 We cannot agree with the submission that his witnesses are interested parties within that concept. We find that their evidence supports or corroborates that of Cham Siew Why. However even if they were interested parties we find that the evidence of the witnesses as a whole and as to the events on the 11th of September 1963 and 22nd of February 1964 to be clear, and the truthful version of what took place. "

40 In the result we have no hesitation in accepting their view that the respondent was guilty of grossly improper conduct. We cannot accept the view that it was due to inexperience and we are of the opinion that the respondent fully understood the position.

In the High
Court of
Singapore

No.18

Judgment
28th February,
1966 -
continued

We consider that his conduct was entirely unworthy of a member of the Bar and that it was of a gravity which cannot be passed over.

Suspension, in our view, would be inadequate in the circumstances of the present case.

Our order is:-

That Lau Liat Meng be struck off the roll of advocates and solicitors of this Court and pay the costs of these proceedings including the costs of the proceedings before the Disciplinary Committee.

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Sd. Murray Buttrose

JUDGE

SINGAPORE, 28th February, 1966.

I agree.

Sd. Wee Chong Jin
CHIEF JUSTICE,
SINGAPORE.

I agree.

Sd. Tan Ah Tah
JUDGE
FEDERAL COURT.

20

No.19

Order
28th February,
1966.

No.19

BEFORE THE HONOURABLE THE CHIEF JUSTICE
THE HONOURABLE MR.JUSTICE TAN AH TAH
THE HONOURABLE MR.JUSTICE BUTTROSE

IN OPEN COURT

THIS ORIGINATING SUMMONS coming on for hearing on the 7th day of February 1966 in the presence of Mr. K.E. Hilborne of Counsel for the

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Disciplinary Committee and Messrs. M. Karthigesu and R. Murugason of Counsel for the Respondent, Lau Liat Meng, an Advocate and Solicitor of the High Court, AND UPON READING the Affidavit of Emanuel Albuquerque filed on the 1st day of July 1965 and the Exhibits therein referred to and in particular the report of the Disciplinary Committee of the Singapore Bar appointed by an Order of the Honourable the Chief Justice dated the 20th day of August 1964 AND UPON HEARING Counsel as aforesaid for the parties showing cause on the said Disciplinary Committee's Originating Summons dated the 1st day of July 1965 to strike off the Roll or suspend from practice the above-named Advocate and Solicitor on the grounds of professional misconduct or for such Order as the Court may think fit IT WAS ORDERED that this Originating Summons do stand adjourned for judgment and the same coming on for judgment this day in the presence of Counsel aforesaid IT IS ORDERED that the said Lau Liat Meng, an Advocate and Solicitor of the High Court, be struck off the Rolls of Advocates and Solicitors of this Court and that he do pay the taxed costs of these proceedings and the costs of the proceedings before the Disciplinary Committee.

Dated this 28th day of February, 1966.

Sd: N.A. D'Rozario

Dy. REGISTRAR

No. 20

NOTICE OF MOTION

IN THE HIGH COURT IN SINGAPORE

(APPELLATE JURISDICTION)

FEDERAL COURT CIVIL APPLICATION NO. Y1 OF 1966

Between

LAU LIAT MENG

APPELLANT

And

DISCIPLINARY COMMITTEE

RESPONDENTS

IN THE MATTER OF ORIGINATING SUMMONS NO. 86
OF 1965 IN THE HIGH COURT AT SINGAPORE

IN THE MATTER OF THE ADVOCATES AND
SOLICITORS ORDINANCE (CHAPTER 188)

And

IN THE MATTER OF AN ADVOCATE AND SOLICITOR.

In the High
Court of
Singapore

No.19

Order
28th February,
1966 -
continued

In the Federal
Court of
Malaysia

No.20

Notice of
Motion

23rd May 1966

In the Federal
Court of
Malaysia

No. 20

Notice of
Motion

23rd May 1966
- continued

NOTICE OF MOTION

TAKE NOTICE that the Court will be moved on Monday the 20th day of June 1966 at 10.30 o'clock in the forenoon or as soon thereafter as Counsel can be heard by Mr. Mootatamby Karthigesu and Mr. R. Murugason of Counsel for the abovenamed Appellant for an Order:

- (i) That Lau Liat Mengthe Appellant may be at liberty to appeal to The President of the Republic of Singapore pursuant to Section 74 (1) (a) (iii) of the Courts of Judicature Act, 1964 (Malaysia Act No.7 of 1964). 10
- (ii) That pending the Appeal to The President of the Republic of Singapore the Judgment of the Federal Court dated the 28th day of February, 1966 be suspended on such terms and conditions as to the Court seems just.
- (iii) That all further and necessary directions may be given pursuant to rule 7 of the Federal Court (Appeals from the Federal Court) (Transitional) Rules 1963. 20

Sd: Allen & Gledhill

Solicitors for the abovenamed Appellant.

Dated at Singapore this 23rd day of May, 1966.

Sd: Eu Cheow Chye
REGISTRAR.

TO: The abovenamed Respondents and to their Solicitors Messrs. Hilborne & Co., Singapore.

The address for service on the Appellant is care of Messrs. Allen & Gledhill, No.59/61 The Arcade, Singapore. 30

No. 21

Affidavit of
Appellant.

6th April 1966.

No. 21

AFFIDAVIT OF APPELLANT
A F F I D A V I T

I, Lau Liat Meng of No. 463-A, River Valley Road, Singapore, make oath and say as follows:

1. On the 9th day of April 1965, the Disciplinary Committee found me guilty of improper misconduct in the discharge of my professional duty within the meaning of the Advocates and Solicitors Ordinance (Chapter 188). 40

2. By an Order made in Originating Summons

No.86 of 1965 I was ordered to show cause why I should not be struck off the Roll of the Court or suspended from practice or censured on the grounds of my professional misconduct as found by the Disciplinary Committee, and a Court of Three Judges constituted under Section 30 (7) of the Advocates and Solicitors Ordinance (Chapter 188) ordered on the 28th day of February 1966 that I be struck off the Roll of Advocates and Solicitors of the High Court.

10

3. I now crave leave to appeal to the President of the Republic of Singapore against the Order of the Three Judges made on the 28th day of February 1966 pursuant to Section 30 (7) of the Advocates and Solicitors Ordinance (Chapter 188).

4. Pending the Appeal I crave leave to be allowed to practise as an Advocate and Solicitor subject to any restrictions or conditions that may be imposed on me. I am unable to find suitable employment. I have no independent means to give me a livelihood.

20

Sworn at Singapore this)
6th day of April 1966) Sd: Lau Liat Meng.

Before me,

Sd. N.A. Mallal
A Commissioner for Oaths.

No. 22

ORDER GRANTING CONDITIONAL LEAVE
TO APPEAL TO THE PRESIDENT

IN OPEN COURT

THIS 20TH DAY OF JUNE 1966

O R D E R

UPON MOTION preferred into Court this day by Mr. Mootatamby Karthigesu of Counsel for the

30

In the Federal
Court of
Malaysia

No. 21

Affidavit of
Appellant

6th April 1966
- continued

No. 22

Order granting
Conditional
leave to
Appeal to the
President

20th June 1966

In the Federal
Court of
Malaysia

No. 22

Order granting
Conditional
leave to
Appeal to the
President

20th June 1966
- continued

abovementioned Appellant in the presence of Mr. K.E. Hilborne of Counsel for the abovenamed Respondents AND UPON HEARING the Notice of Motion dated the 23rd day of May 1966 and the Affidavit of Lau Liat Heng affirmed on the 6th day of April 1966 and filed herein on the 7th day of April 1966 AND UPON HEARING Counsel as aforesaid:

IT IS ORDERED that leave be and is hereby granted to the abovenamed Appellant to appeal to the President of the Republic of Singapore from the Judgment of this Court dated the 28th day of February 1966 upon the following conditions:-

10

- (a) That the abovenamed Appellant do within three (3) months from the date hereof enter into good and sufficient security to the satisfaction of the Chief Registrar, Federal Court, Malaysia in the sum of \$3,000/- (Dollars three thousand only) for the due prosecution of the Appeal, and the payment of all such costs as may become payable to the abovenamed Respondents in the event of the abovenamed Appellant not obtaining an Order granting him final leave to appeal or of the Appeal being dismissed for non-prosecution, or of the President of the Republic of Singapore ordering the above-named Appellant to pay the abovenamed Respondents' costs of the Appeal as the case may be; and

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30

- (b) That the abovenamed Appellant do within three (3) months from the date hereof take the necessary steps for the purpose of procuring the preparation of the Record and for the despatch thereof to England.

AND IT IS FURTHER ORDERED that there be no Order on prayer (ii) of the said Notice of Motion AND IT IS LASTLY ORDERED that the costs of this application be costs in the cause.

40

Given under my hand and the seal of the Court this 20th day of June 1966.

Sd: Ho Thian Cheh
DY. REGISTRAR,
FEDERAL COURT,
MALAYSIA.

In the Federal
Court of
Malaysia

No. 22

Order granting
Conditional
leave to
Appeal to the
President

20th June 1966
- continued

No. 23

ORDER GRANTING FINAL LEAVE
TO APPEAL TO THE PRESIDENT

No. 23

Order granting
Final Leave to
Appeal to the
President

12th September
1966

10 CORAM:

The Hon'ble Mr. Justice Wee Chong Jin,
Chief Justice, High Court in Singapore;

The Hon'ble Mr. Justice Tan Ah Tah, Judge
Federal Court of Malaysia;

The Hon'ble Mr. Justice F.A. Chua, Judge,
High Court, Singapore.

IN OPEN COURT

THIS 12TH DAY OF SEPTEMBER 1966

O R D E R

20

UPON MOTION preferred unto Court this day by Mr. Mootatamby Karthigesu of Counsel for the abovenamed Appellant in the presence of Mr. K.E. Hilborne of Counsel for the abovenamed Respondents AND UPON READING the Notice of Motion dated the 9th day of September 1966 and the Affidavit of Lau Liat Meng sworn on the 5th day of September 1966 and filed herein on the 7th day of September 1966 AND UPON HEARING Counsel as aforesaid:

In the Federal
Court of
Malaysia

No. 23

Order granting
Final Leave to
Appeal to the
President

12th September
1966

- continued

BY CONSENT IT IS ORDERED that Final Leave
be and is hereby granted to the Appellant to
appeal to the President of the Republic of
Singapore against the whole of the Judgment and
Order of Court made and given herein on the 28th
day of February 1966 AND IT IS FURTHER ORDERED
that the costs of this application be costs in
the cause.

Given under my hand and the seal of the
Court this 12th day of September 1966.

10

Sd. Ho Thien Cheh

AG. REGISTRAR
FEDERAL COURT
MALAYSIA

EXHIBITSP.W.2. - LIST OF DOCUMENTSLIST OF DOCUMENTS

<u>No.</u>	<u>Date</u>	<u>Nature of Documents</u>	<u>Page</u>
	7.8.63	Certified copy of Report No.33868 made by Loh Teck Poh at Sepoy Lines Police Station	1
10	7.8.63	Certified copy of Report No.34147 made by Tang Sun	2
	11.9.63	Warrant to Act	3
	17.10.63	Letter from the O.C. Traffic Accidents Investigation, Sepoy Lines Police Station to Messrs. Ochlers & Choa	4
	8.8.66	Information of witnesses signed by State Coroner	5
20	14.11.63	Notes of Evidence of Coroner's Inquiry	6
	11.1.64	Warrant to Act	7
	11.1.64	Party and Party Costs	8
	25.2.64	Letter from Commissioner of Estate Duties to Messrs Lau Liat Meng & Co.	9
	26.2.64	Letter from Messrs. Lau Liat Meng & Co. to Cham Siew Wai	10
30	27.2.64	Receipt to Cham Siew Wai for attending Coroner's Inquiry and the coming Criminal Trial	11

EXHIBITS

P.W.2.

List of Documents

24th November 1964

P.W.2. List of Documents 24th November 1964 - continued	12.	17.3.64	Certified copy of Report No. "A" 5715/64 made by Cham Siew Why	12	
	13.	13.4.64	Letter from Messrs. Murugason & Co. to Cham Siew Wai	13	
	14.	17.4.64	Letter from Cham Siew Why to Messrs. Murugason & Co.	14	
	15.		Solicitor and Client Bill of Costs	15 - 19	10

Dated this 24th day of November 1964

P.W.2. (5)
Information of Witnesses signed by State Coroner
8th August 1963

P.W.2. (5)

INFORMATION OF WITNESSES SIGNED
BY STATE CORONER

COPY

Inq. No.1075/63

STATE OF SINGAPORE

8th August, 1963.

INFORMATION of witnesses taken and acknowledged on behalf of the Government of the State of Singapore, touching the death of a male Chinese Cantonese named Cham Siak Hoy at Jalan Kebun Limau on the State of Singapore on the 7th day of August, 1963 before me Liew Ngik Kee Coroner for the said State in an Inquest/Inquiry then and there held on view of the body of the said Cham Siak Hoy then lying dead at General Hospital Mortuary. In the Said State Ordered P.M. Examination.

Issued warrant to bury.

Adjourned Inquiry.

The following witnesses were called, sworn and examined :-

1. Yahya Mohamed, C.I.D. Photographer
2. Mohd. Yasin bin Jais, Sgt. 1693, Sepoy Lines Police Station.
3. Quek Cheng Hong, 288-H, Jalan Bahagia.
4. Ali bin Jaffar, 9-27 Lorong Limau.
5. Cham Wai Pun, 35-F Whampoa Road.
6. Ng Heng Chong, Conductor, STC.972.

P.W.2. (5)
Information of
Witnesses
signed by
State Coroner
8th August
1966
- continued

10

Sgd:- N. Ganesan

Seal of the Coroner,
Singapore.

EXHIBITS

P.W.4. and P.W.2. (3) -

P.W.4.
and
P.W.2. (3)

WARRANT TO ACT

C O P Y

Warrant to
Act
11th September
1963

SUIT)
O.S.)
Probate)

No. of 196 . In the Matter of Cham
Siak Hoy (deceased)
Traffic accident
involving Cyclist and
STC 246 on the 7th
day of August, 1963
at about 12.30 p.m.
Singapore

10

BETWEEN

The Administrator of the Estate of
Cham Siak Hoy. (Cham Siew Wai) (father)
Plaintiff

And

Singapore Traction Company Limited
... Defendants.

WARRANT TO ACT

20

I Cham Siew Wai, the Administrator of the
Estate of Cham Siak Hoy
of No.35-P, Whampoa Road, Singapore, 12,
hereby appoint and authorise Messrs. Ochlers &
Choa of No. 20 Malacca Street, Singapore, to be
my Solicitors in and for the purpose of
obtaining the Probate and claim damages for the
loss of my son.

Dated this 11th day of September, 1963.

WITNESS

30

Sd: Cham Wai Pun

LT. Thumb Print.

LT. Print of Cham Siew Wai.

P.W.2. (4)

P.W.2. (4)

LETTER, O.C. TRAFFIC ACCIDENTS
INVENHGATEN, SEPOY LINES
POLICE STATION TO OEHLERS & CHOA

Letter, O.C.
Traffic
Accidents
Invenhgaten,
Sepoy Lines
Police
Station to
Oehlers &
Choa.

GOVERNMENT OF THE STATE OF SINGAPORE

DEPARTMENT OF
O.C. Accidents,
Sepoy Lines Station,
Singapore,

17th October
1963

10

17th Oct, 1963

Oehlers & Choa,
Advocates & Solicitors,
20 Malacca Street,
(Top Floor),
Singapore.

Dear Sirs,

Our Ref: I.P. 21917/63
Your Ref: LLM/S/39/63/L

20

With reference to your letter dated 20.9.63 of the above mentioned reference, we have to inform you that there is a report made by Tang Sun of an accident at Moulmein Green. His report will be forwarded to you on receipt of a fee of \$2/-.

2. We do not intend calling Mr. Tang Sun as a witness in the fatal accident at Jalan Kebun Limau on 7.8.63, as he was not a witness in that accident. If you wish to call him you can apply through the Coroner.

30

Yours faithfully,
Sd:- Lim Gee Song,
Insp. Lim Gee Song

LG8/Ys.

P.W.2(6)

Notes of
Evidence
at Coroner's
Inquiry
14th November
1963

P.W.2. (6)

NOTES OF EVIDENCE AT CORONER'S
INQUIRY

Inquiry resumes:
14th November, 1963

In Open Court,

Before me,

Sd. N. Ganesan,
State Coroner,
Singapore.

10

Inquiry No.1075 of 1963

Insp. Joseph assisting.

Mr. M. Coomeraswamy for S.T.C. driver.

Mr. Lau for estate of deceased.

1st Witness: Yahya bin Mohamed, affirmed,
states in Malay. Police Photographer, C.I.D.
C.R.O. on 7.8.63 at 2.10 p.m. under instruction
of Insp. Jaswant Singh I took 8 photos of
corpse, cycle and S.T.C. bus off Jalan Kebun
Limau.

20

I now produce the enlargements - C.1 to C.8.

C.1 shows Jalan Kebun Limau facing Jalan
Bahagia.

C.2 - same road, opposite direction.

C.3 - close-up of bicycle.

C.4 - S.T.C. bus and male Chinese Corpse.

C.5 - the same bus from beneath.

C.6 - Corpse from inside the bus.

C.7 - near-side front tyre of bus.

Sd. Yahya bin Mohamed.

Sd. N. Ganesan.

30

2nd Witness: Mohd. Yassin bin Jais. affirmed, states in Malay. Sgt. 1693, Sepoy Lines Police Station, On 7.8.63 at 12.50 p.m. I was informed of an accident at Jalan Kebun Limau.

P.W.2 (6)

Notes of Evidence at Coroner's Inquiry 14th November 1963 (Contd)

Arrived at the scene at 1.20 p.m.

I saw an S.T.C. bus 246 and a corpse beneath the bus.

A bicycle (MCS.116429) lying behind the bus.

Bus was facing Jalan Bahagia.

10 Bicycle was lying on its off-side facing Jalan Bahagia.

Body was shown as in photograph.

P.W.5 AND P.W.2 (7)

P.W.5 and P.W.2 (7)

WARRANT TO ACT

Warrant to Act 11th January, 1964

IN THE HIGH COURT IN SINGAPORE

WARRANT TO ACT

20 I HEREBY APPOINT Mr. Lau Liat Meng an Advocate & Solicitor practising under the name and style of MESSRS. LAU LIAT MENG & CO. at No. 10-C, Asia Insurance Building, 10th floor, Finlayson Green, Singapore, to act for me in and for the purpose of the above matter AND I DECLARE that no special agreement has been made with them with regard to their costs of such matter.

Dated this 11th day of JANUARY, 1964.

Witness:- Sd. Cham Wai Pun)

30 EXPLAINED by me in the language dialect:

CANTONESE

Left Thumb of Cham Siew Wai.

P.W.2(8)

P.W.2 (8)

Authority to
pay Party
and Party
Costs, Cham
Siew Wai to
Lau Liat
Meng & Co.
11th January
1964

AUTHORITY TO PAY PARTY AND PARTY COSTS,
CHAM SIEW WAI TO LAU LIAT MENG & CO.

From:
CHAM SIEW WAI,
35-P, Whampoa Road,
Singapore 12.

Date: 11th January 1964.

Messrs. Lau Liat Meng & Co.,
Advocates & Solicitors,
Nos. 10-C, Asia Insurance Building,
10th Floor, Finlayson Green,
Singapore, 1.

10

Dear Sirs,

re: PARTY AND PARTY COSTS

I hereby authorise you to pay to
yourselves all PARTY AND PARTY COSTS you may
at any time receive in connection with the
above matter and I confirm that there will be
no need to pay the same into the Clients'
account with your Bankers.

20

Yours faithfully,

.....

Signature or R.T.P.

Left Thumb Print
of Cham Siew Wai

P.W. 6LETTER, CHAM SIEW WAI TO LAU
LIAT MENG & CO.P.W.6.Letter, Cham
Siew Wai to
Lau Liat Meng
& Co.
17th January
1964From: Cham Siew Wai,
No. 35-P Whampoa Road,
Singapore, 12.Messrs. Lau Liat Meng & Co.
Advocates & Solicitors,
No. 10-C, Asia Insurance Building,
Singapore, 1.

10

I, CHAM SIEW WAI of No. 35-P, WHAMPOA ROAD,
SINGAPORE, 12 do hereby authorise my Solicitors M/s
Lau Liat Meng & Co., 10-C, Asia Insurance
Building, Singapore to accept the sum of \$4,000
more or less than the stated sum in full settlement
of all claims present or future, known or unknown
arising out of the death of my son, namely,
CHAM SIAK HOY in an accident involving my said son
and STC 246 at Jalan Kebun Limau off Balestier
Road, Singapore.

20

In other words, I do understand that I have
no further claims in respect of it.

Dated this 17th day of January, 1964.

Left Thumb Print
(L.T.P. of CHAM SIEW WAI)

Witnessed:- Sd. Cham Wai Pun

Translated by me to the said
CHAM SIEW WAI

Sgd: Cham Wai Pun.

P.W.7 (1)

P.W.7 (1)

Letter, Rodyk
& Davidson
to Lau Liat
Meng & Co.
17th January
1964

LETTER, RODYK & DAVIDSON TO LAU LIAT
MENG & CO.

RODYK & DAVIDSON

Chartered Bank Chambers,
Singapore.

MC/JH/1314/63
LLM/CYP/30/63/L

17th January, 1964

Without Prejudice

Dear Sirs,

10

Accident at Jalan Kebun Limau off
Balestier Road on 7.8.63 involving
cyclist and STC.246

We thank you for your letter of the 16th instant and we note that your client wants \$5,500-00 plus costs. In a case like this where there is no dependency claim the only items of damages which the estate would be entitled are funeral expenses and for loss of expectation of life. In a similar case reported in 1962 M.L.J. at page 529 a sum of \$3,000-00 was awarded for loss of expectation of life. In another case reported in the same M.L.J. at page lxxxiii a sum of \$2,500-00 was awarded for a youth of 20 years of age. In the case of Yoke Lian Wah against Hock Lee Amalgamated reported at page 156 of the 1961 M.L.J. a sum of \$3,000-00 was awarded in respect of loss of expectation of life of a man of 30 years of age. You will notice from these cases that you cannot get more than \$3,000-00 in respect of loss of expectation of life. A sum of \$1,000-00 is usually allowed for funeral expenses upon production of receipts.

20

30

In order to settle this matter out of court we have instructions to offer your client a sum of \$4,000-00 in full settlement of your client's claim without admission of liability. If your client accepts the offer contained herein we would advise our clients to pay a sum of \$500-00 towards your costs.

40

93.

Could you kindly take your client's instructions and let us know as soon as possible.

Yours faithfully,

Sgd: Rodyk & Davidson.

Messrs. Lau Liat Meng & Co.,
Singapore.

P.W.7 (1)

Letter, Rodyk
& Davidson
to Lau Liat
Meng & Co.
17th January
1964
(Contd)

P.W.7 (2)

LETTER, LAU LIAT MENG & CO. to
RODYK & DAVIDSON

10 LLM/CYP/39/63/L
MC/JH/1314/63 18th January, 1964

Messrs. Rodyk & Davidson,
Singapore.

P.W.7 (2)

Letter, Lau
Liat Meng
& Co. to
Rodyk &
Davidson
18th January,
1964

WITHOUT PREJUDICE

Dear Sirs,

re: Accident at Jalan Kebun Limau
off Balestier Road on 7.8.63
involving cyclist & STC.246

20 We thank you for your letter of the 17th
January, 1964, received today.

We refer to paragraph (2) of your said
letter and agree that this matter be settled
out of Court and we have now received instructions
to accept your clients' offer of a sum of
\$4,000-00 in full settlement of our client's
claim and \$500-00 towards our agreed Party and
Party Costs.

30 We appreciate that you will now forward
your clients' cheque for \$4,000-00 to the
Public Trustee and our agreed Party and Party
Costs directly to us.

Yours faithfully,

Sgd:-

P.W.7(3)P.W.7(3)

Letter, Rodyk
& Davidson
to Lau Liat
Meng & Co.
20th January
1964

LETTER, RODYK & DAVIDSON TO
LAU LIAT MENG & CO.

RODYK & DAVIDSON

Chartered Bank Chambers,
Singapore.

MC/JH/1314/63
LLM/CYP/39/63/L

20th January, 1964

Dear Sirs,

Accident at Jalan Kebun Limau
off Balestier Road on 7.8.63
involving cyclist and STC.246

10

We thank you for your letter of the 18th instant and we are glad to note that your client has accepted our clients' offer. We have, as we informed you over the telephone, already written to our clients for the two cheques. We shall receive it in the course of the next few days and we shall send your cheque for \$500.00 as soon as we receive it.

20

Yours faithfully,

Sgd: Rodyk & Davidson.

Messrs. Lau Liat Meng & Co.
Singapore.

P.W.7(4)

LETTER, RODYK & DAVIDSON TO
LAU LIAT MENG & CO.

RODYK & DAVIDSON

Chartered Bank Chambers,
Singapore.

MC/JH/1314/63
LLM/CYP/39/63/L

22nd January, 1964

10 Dear Sirs,

Accident at Jalan Kebun Limau
off Balestier Road on 7.8.63
involving cyclist & STC.246

We enclose herewith our cheque for the sum
of \$500-00 being the agreed costs in the above
matter. Kindly acknowledge receipt.

Yours faithfully,

Sgd:- Rodyk & Davidson.

20 Messrs. Lau Liat Meng & Co.
Singapore.

P.W.7(5)

LETTER, LAU LIAT MENG & CO. TO
RODYK & DAVIDSON

LLM/CYP/39/63/L
MC/JH/1314/63

24th January, 1964

Messrs. Rodyk & Davidson,
Singapore.

Dear Sirs,

30 re: Accident at Jalan Kebun
Limau off Balestier Road
on 7.8.63 involving cyclist
& STC.246

P.W.7(4)

Letter, Rodyk
& Davidson
to Lau Liat
Meng & Co.
22nd January
1964

P.W.7(5)

Letter, Lau
Liat Meng &
Co. to Rodyk
& Davidson
24th January
1964

We thank you for your letter of the 22nd

96.

P.W.7(5)

Letter, Lau
Liat Meng &
Co. to Rodyk
& Davidson
24th January
1964
(Contd)

January, 1964 together with your cheque for
\$500/- being our agreed Party and Party Costs.
We enclose herewith our receipt for \$500/-
being the agreed amount.

Yours faithfully,

Sgd:-

Encl:- Receipt.

P.W.2(15)

Notice of
Taxation
30th January
1964

P.W.2(15)

NOTICE OF TAXATION

IN THE HIGH COURT IN SINGAPORE

10

IN THE MATTER of an accident involving
CHAN SIAK HOY (deceased) and
STC.246 on the 7th August
1963 at Jalan Kebun Limau,
Singapore

- and -

IN THE MATTER under Section 17(3) of the
Motor Vehicles (Third-party
Risks & Compensation)
Ordinance 1960.

20

NOTICE OF TAXATION

TAKE NOTICE that the Registrar of the
High Court, Singapore will tax the Bill of
Costs of the above named Plaintiff as between
Solicitor & Client under the Lower Scale of
Costs pursuant to Section 17(3) of the Motor
Vehicles (Third-party Risks & Compensation)
Ordinance of 1960 on 11th day of February,
1964 at the hour of 10.00 o'clock in the
forenoon.

30

Dated this 30th day of January 1964

Sd: Lau Liat Meng & Co.

Solicitors for CHAN SIEW WAI
the Administrator of the Estate
of CHAN SIAK HOY (deceased).

To: Mr. Chan Siew Wai,
No. 35-P Whampoa Road,
Singapore.

97.

P.W.2(9)

P.W.2(9)

LETTER, COMMISSIONER OF ESTATE
DUTIES TO LAU LIAT MENG & CO.

Letter,
Commissioner
of Estate
Duties to
Lau Liat Meng
& Co.
25th February
1964

/LAL

STATE OF SINGAPORE,

INLAND REVENUE DEPARTMENT,
INCOME TAX DIVISION,
4th Floor,
Fullerton Building,
P.O. Box, 231,
Singapore.

10

No. E.D. 841/63(JICY) 25th February, 1964.

Messrs. Lau Liat Meng & Co.
Advocates & Solicitors,
10-C, Asia Insurance Building,
10th Floor,
Finlayson Green,
Singapore.

Dear Sirs,

20

Estate of Chan Siak Hoy, decd.

I refer to your letter LLM/DL/39/63/L
dated 18th February, 1964.

2. Please have the enclosed Estate Duty Affi-
davit duly amended, resworn and returned early to
this office.

3. Kindly forward for my file copies of the
relevant correspondence relating to the
settlement of the claim for damages at
\$4,000-00.

30

Yours faithfully,

Sd. - Illegible.

f. Commissioner of Estate Duties,
Singapore.

P.W.2(10)

Letter, Lau Liat
Meng & Co. to
Cham Siew Wai
26th February
1964

98 .

P.W.2(10)

LETTER, LAU LIAT MENG & CO.
TO CHAM SIEW WAI

LLM/DL/39/63/L.

26th February,
1964.

Mr. Cham Siew Wai,
35-P, Whampoa Road,
Singapore.

Dear Sir,

10

re: Cham Siak Hoy, deceased
accident on 7.8.63

We have just been requested by the
Commissioner of Estate Duty, Singapore, that you
are required to reswear the Affidavit, as it
has now been known that the owners of STC. bus
246 has compensated you a sum of \$4,000.00 in
the above traffic accident.

Please drop in to see our Mr. Lau
immediately on receipt of this letter.

20

Yours faithfully,

Sd: Lau Liat Meng & Co.

P.W.2(11)

Receipt, Lau
Liat Meng &
Co to Cham
Siew Wai
27th February
1964

P.W.2(11)

RECEIPT, LAU LIAT MENG & CO.
TO CHAM SIEW WAI

File 39/63/L

A/c No. 1

No. 000014

Date: 27th February, 1964.

Received from Mr. Cham Siew Wai the
sum of Dollars Seven hundred only -----
being our agreed costs for attending

30

Coroner's Inquiry and the coming
Criminal Trial. P.P. vs. Loh
Teck Poh

Sd: Initial

\$700/-

Cheque

CERTIFIED COPY REPORT MADE BY
CHAM SIEW WAI AT CENTRAL POLICE
STATION SINGAPORE

Certified copy
 Report made
 by Cham Siew
 Wai at Central
 Police Station
 Singapore
 17th March
 1964

10 SINGAPORE Station of Report Printed
 Police Force Origin No. Serial
 Central "A" Number
 Police 5715/64 885977
 Station
 Singapore

Station Diary
 No. 4080

Time and date when this report was made
 8.50 p.m. 17.3.64

Full name Address
 Cham Siew Why 35-P, Whampoa Road

Occupation: Fitter Sex: Male Age: 46 years
 Race: Cantonese Language Cantonese
 N.R.I.C. S No.02786

20 Brief Details

My son Cham Siak Hoy was knocked down by a bus and killed in August, 1963. I engaged Lau Liat Meng, a lawyer to do all the work to be done in relation to this case. Lau Liat Meng charged me \$700/- more than what I should pay. This is my report.

L.T.P.

Signature of officer recording the report

Sd: D.S.P. Lionel Chee

30 Typed and checked by me
 Signature: Ad. Lum Sang
 Date: 10.4.64

Sd: (R.A. Lawrence) D.S.P.
 Officer-in-Charge "A" Division
 Central Police Station,
 Singapore.

P.W.2(13)

Letter,
Murugason & Co.
to Cham Siew
Wai
13th April
1964

100.
P.W.2(13)

LETTER, MURUGASON & CO. TO CHAM
SIEW WAI

MURUGASON & CO.
ADVOCATES & SOLICITORS

51-B Market Street,
Singapore, 1.

Registered A.R.

Our Ref: RM/WK

13th April, 1964

Dear Sir,

Estate of Chan Siak Hong.
Accident at Jalan Kebun Limau
on the 7th day of August, 1963
involving STC Bus 246 and cyclist

10

We have been instructed by Mr. Lau Liat Meng of M/s. Lau Liat Meng & Co. to forward herewith cheque for \$350/- being costs in respect of the criminal trial connected with P.P. vs. Loh Teck Poh since you have failed to give further instructions to our client in the matter.

20

Should you require cash instead please call at our office to exchange your cheque for cash.

Kindly acknowledge receipt.

Yours faithfully,

MURUGASON & CO.

Mr. Chan Siew Wai,
No. 35-P Whampoa Road,
Singapore, 13.

Encl.

NOTICE OF TAXATION

Notice of
Taxation
13th April
1964

IN THE HIGH COURT IN SINGAPORE

IN THE MATTER of an accident involving CHAN
SIAK HOY (Deceased) and STC.246
Agreed at on the 7th August 1963 at Jalan
8500/- Kebun Limau, Singapore.
Sd. R & D
11/4 - and -

10 IN THE MATTER under Section 17(3) of the Motor
Vehicles (Third-Party Risks &
Compensation) Ordinance, 1960

NOTICE OF TAXATION

20 TAKE NOTICE that the Registrar of the High
Court, Singapore, will tax the Bill of Costs of
the above named Plaintiff as between Party and
Party under the Lower Scale of Costs pursuant
to Section 17(3) of the Motor Vehicles (Third-
party Risks & Compensation) Ordinance 1960 on
the 14th day of April, 1964 at the hour of 10.00
o'clock in the forenoon.

Dated this 13th day of April, 1964.

Sgd: Lau Liat Meng & Co.

Solicitors for Cham Siew Wai

To:- Messrs. Rodyk & Davidson, the
Solicitors for the Singapore
Traction Co. Ltd.
Singapore.

P.W.2(16)

Solicitor and
Client Bill
of Costs
14th April
1964

102.

P.W.2(16)

SOLICITOR AND CLIENT BILL
OF COSTS

SINGAPORE STAMP OFFICE
11 II 64 \$19-00
STAMP OFFICE SINGAPORE

IN THE HIGH COURT OF SINGAPORE

IN THE MATTER of an accident involving CHAM
SIAK HOY (deceased) and STC.
246 on the 7th August, 1963 10
at Jalan Kebun Limau,
Singapore.

- and -

IN THE MATTER Under Section 17(3) of the
Motor Vehicles (Third-party
Risks & Compensation)
Ordinance 1960.

BILL OF COSTS of the Estate of CHAM SIAK
HOY (deceased) for taxation as between 20
Solicitor & Client under the Lower Scale of
Costs pursuant to Section 17(3) of the Motor
Vehicles (Third-party Risks & Compensation)
Ordinance 1960.

BILL NO. OF 1964

From Attending you obtaining your
11th instructions to claim damages
September in respect of your son's
1964 death due to an accident,
 recording your particulars
 thereof, discussing and dealing 30
 generally, writing applying for
 the relevant documents, perusing
 and considering same including
 drawing office translation of
 same and Key to Sketch Plan,
 writing applying for vehicle
 report, perusing and considering
 same issued by the Registrar
 of Vehicles, writing long
 letters to the Singapore 40

Solicitor and
Client Bill
of Costs
14th April
1964
(Contd)

10		Traction Co. Ltd. and the driver of STC.246 asking for their particulars of Insurance Policy and holding the driver of STC.246 responsible for the accident, attending you reporting position of your case, recording further particulars thereof, discussing and dealing generally with your matter, writing long letter to the Singapore Traction Co.Ltd., asking for obtaining your final instructions to issue Writ of Summons and Statement of Claims, if necessary, recording your particulars for special damages and dealing generally and advising you thereon, writing letters to Messrs. Rodyk & Davidson Solicitors for the Singapore Traction Co. Ltd. when they offered you \$4,000.00 in settlement, writing you to call, attending you informing you of the offer made and advising you when you agreed to accept same and dealing generally as to the settlement to your claim and dealing generally with your matter thereafter including drawing Bill of Costs	400-00
20	to		
30			
40	24th January, 1964		
		Paid fees for police reports, photographs and sketch plan	57-00
		Paid fee for Registrar of Vehicle's Report	2 00
		Paid fee for Post-mortem Report	1 00

P.W.2(16)
 Solicitor and
 Client Bill
 of Costs
 14th April
 1964
 (Contd)

Paid fee for photo-
 stat copy of Death
 Certificate 1 00

Paid further fee for
 police report 2 00

Paid fee for Notes of
 Evidence of
 Coroner's Inquiry 11 00

For instructions to
 apply for Letters
 of Administration, 10
 writing for Death
 Extract, preparing
 petition of Letters
 of Administration
 attending swearing
 same, preparing
 estate duty affidavit
 attending obtaining
 particulars thereof, 20
 later attending
 swearing same,
 attending before
 the Deputy Registrar
 when he granted the
 application drawing
 summons for
 dispensation of
 sureties, attending
 swearing same, 30
 attending before the
 Registrar when
 sureties to the
 Administration Bond
 were dispensed with
 and drawing the
 necessary documents and
 dealing generally with
 letters of
 Administration were
 extracted 300 00 40

Paid fee for (1)
 Death Extract 2- 00

Paid fee for
 Petition to Letters
 of Administration 10- 00

105.

P.W.2(16)

Solicitor and
Client Bill
of Costs
14th April
1964
(Contd)

	Paid fee for Affidavit of CHAM SIAK HOY	3-50	
	Paid fee for Summons in Chambers	4-00	
	Paid fee for Order of Court	6-00	
	Paid fee for Administration Bond	14-00	
10	Paid fee for extracting Grant of Letters of Administration	4-00	
	Paid Transport	<u>20-00</u>	
		137-50	700-00
	Taxed off	1-00	150-00
		<u>136-50</u>	<u>550-00</u>

Sgd:- T.A. Sinnathuray

Paid fee	136-50
	<u>686-50</u>
Allocatur & taxing fee	<u>19-00</u>

20	Total	<u><u>8705-50¢</u></u>
----	-------	------------------------

Dated this 11th day of February 1964

Sgd:- Lau Liat Meng & Co.

Solicitors for CHAM SIEW WAI the
Administrator of the Estate of
CHAM SIAK HOY (deceased)

REGISTRAR'S CERTIFICATE

I hereby certify that I have taxed the above
Bill and have allowed the same at the sum of
\$686-50 plus \$19-00 for stamp fees.

30 Dated this 11th day of February 1964.

Sgd: T.A. Sinnathuray,

REGISTRAR.
Intld:-

Party and
Party Bill
of Costs
14th April
1964

PARTY AND PARTY BILL
OF COSTS

IN THE HIGH COURT IN SINGAPORE

IN THE MATTER of an accident involving
CHAM SIAK HOY (Deceased)
and STC.246 on the 7th
August, 1963 at Jalan
Kebun Limau, Singapore.

- and -

10

IN THE MATTER under Section 17(3) of
the Motor Vehicles (Third-
party Risks & Compensation)
Ordinance 1960.

BILL OF COSTS of the Solicitor for Cham Siew
Wai, for taxation as between Party & Party under
the Lower Scale of Costs pursuant to Section
17(3) of the Motor Vehicles (Third Party Risks
and Compensation) Ordinance 1960.

BILL NO. of 1964

20

From 11th September 1963 For instructions drawing Warrant to Act attending attesting signature, writing lengthy correspondence with Messrs. Rodyk and Davidson from time to time dealing with the question of liability when the driver of the S.T.C. 246 had been charged under Section 304A of the Penal Code, looking up numerous authorities on quantum of damages, such as, Suit No. 672 of 1962 between Abdullah bin Abraham, the Administrator of the estate of Hamidah binte Abdullah, deceased and Tan Kwee Soo before Mr. Justice Winslow on the 4th day of February, 1963 when His Lordship awarded \$2,300-00 for general damages and special damages for loss of expectation of

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Party and
Party Bill
of Costs
14th April
1964
(Contd)

10 life, considering Suit No. 965 of 1962, between Tay Sew Mong (widow) suing on behalf of herself and Chan Ah Seng and Chan Moi Yong, the dependants of Cham Chee Neo, deceased and Hashim bin Ali before Mr. Justice Chua on 8th day of February, 1963 when the trial Judge awarded \$3,300-00 damages for the death of an ice-water seller earning approximately \$300.00 a month and having a wife aged 26 years and 2 children ages 4 and 6 respectively, considering Suit 855 of 1958

20 between Wahid bin Kasuari, Administrator of the estate of Ambah Binte Ahmoed alias Embah binte Ahmad, deceased and Green Bus Co. Ltd. before Mr. Justice Buttrose on the 28th day of July, 1959 when His Lordship awarded \$1,200.00 for general damages to the Plaintiff who was a female aged 80 years old at the time of her death,

30 considering Suit No.1757 of 1959 between K. Mohamed Ismail, the Administrator of the estate of Muthurando Sardin, deceased and 1. Chua Geok Eng and 2. Chua Kim Toh before the Former Chief Justice Sir Alan Rose on the 28th day of November, 1961 when His Lordship awarded \$2,000.00 with the consent of both parties to the estate of the deceased under Section 7 of the Civil Law Ordinance, the particulars of the deceased aged 24 years male and unmarried, employed as a carpenter earning approximately \$170-00 per month supporting the parents to the extent of \$80-00 per month, considering Suit No.

40 1024 of 1958 between Mok Goi Hwee,

50

109.

Dated this 14th day of April 1964.

P.W.8 (2)

Sgd: Lau Liat Meng & Co.

Solicitors for Cham Siew Wai

Party and
Party Bill
of Costs
14th April
1964
(Contd)

I hereby certify that I have taxed the above bill and have allowed the same at the sum of \$500/- plus \$15/- for stamp fees.

Dated this 14th day of April, 1964.

Sgd: T.C. Cheng.

REGISTRAR

Intld:

10

P.W.2(14)

P.W.2(14)

LETTER, CHAM SIEW WAI TO MURUGASON
& CO.

Letter, Cham
Siew Wai
to Murugason
& Co.
17th April
1964

Cham Siew Why,
No.35-P, Whampoa Road,
Singapore, 12.

17th April, 1964.

20 Murugason & Co.
Advocates & Solicitors,

Dear Sir,

I am in receipt of your letter dated 13th April 1964 and the cheque for 350 dollars which was enclosed.

30 I do not understand the instructions of your client as stated in paragraph one of your letter. According to my agreement with your client, he was to do everything in connection with proceedings of the case connected with the death of my son CHAM SIAK HOY in a motor accident and this he agreed to do.

Could you therefore request your client to enlighten me on the above.

Yours faithfully,

Left hand thumb print of Cham Siew
Why

IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL No.28 of 1966

O N A P P E A L
FROM THE HIGH COURT OF SINGAPORE

B E T W E E N :

IAU LIAT MENG Appellant

- and -

DISCIPLINARY COMMITTEE Respondents

IN THE MATTER of ORIGINATING SUMMONS No.86 of 1965
in the High Court at Singapore

IN THE MATTER of THE ADVOCATES AND SOLICITORS
ORDINANCE (Chapter 188)

- and -

IN THE MATTER of AN ADVOCATE AND SOLICITOR

RECORD OF PROCEEDINGS

INGLEDEW BROWN BENNISON & GARRETT
51 Minories,
London E.C.3.
Solicitors for the Appellant

T.L..WILSON & CO.,
6 Westminster Palace
Gardens,
London S.W.1.
Solicitors for the
Respondents