

12, 1969

IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

No.25 of 1967

ON APPEAL  
FROM THE FEDERAL COURT OF MALAYSIA  
(APPELLATE JURISDICTION)

B E T W E E N:

TAN CHOW SOO (Defendant)      Appellant

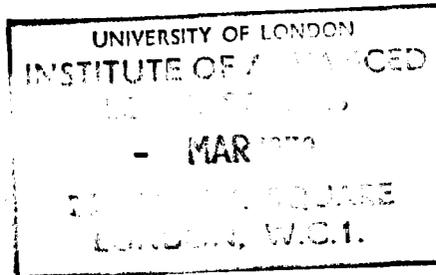
- and -

RATNA ANMAL (Plaintiff)      Respondent  
daughter of Veerasingam

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RECORD OF PROCEEDINGS

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CLINTONS, ~~55/58~~ <sup>55/58</sup> PALL MALL,  
~~9, Clifford Street,~~  
London,  
S.W.1

Solicitors for the Appellant

GRAHAM PAGE & CO.,  
St. Margaret's Mansions,  
49/55, Victoria Street,  
London, S.W.1

Solicitors for the Respondent

ON APPEAL  
FROM THE FEDERAL COURT OF MALAYSIA  
(APPELLATE JURISDICTION)

B E T W E E N:

TAN CHOW SOO (Defendant)      Appellant  
- and -  
RATNA AMMAL (Plaintiff)      Respondent

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RECORD OF PROCEEDINGS

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In the Supreme  
Court of the  
Federation of  
Malaya

To:  
Tan Chow Soo,  
48, Prangin Road,  
Penang.

No. 1  
Specially  
Indorsed Writ  
(continued)  
12th July 1963

We COMMAND you, that within 8 days after the service of this Writ on you, inclusive of the day of such service, you do cause an appearance to be entered for you in an action at the suit of the Plaintiff above named

AND TAKE NOTICE that in default of your so doing the Plaintiff may proceed therein and judgment may be given in your absence.

10

WITNESS Ajaib Singh, Senior Assistant Registrar of the Supreme Court of the Federation of Malaya the 11th day of July, 1963.

Sd: Dharmananda & Co.

Sd:

PLAINTIFF SOLICITORS

SENIOR ASSISTANT  
REGISTRAR,  
HIGH COURT, PENANG

N.B. This Writ is to be served within twelve months from the date thereof, or, if renewed, within six months from the date of last renewal, including the day of such date and not afterwards.

20

The Defendant (or Defendants) may appear hereto by entering an appearance (or appearances) either personally or by Solicitor at the Registry of the Supreme Court at Penang.

A Defendant appearing personally, may, if he desires, enter his appearance by post, and the appropriate forms may be obtained by sending a Postal Order for \$3.00 with an addressed envelope to the Registrar of the Supreme Court at Penang.

30

If the Defendant enters an appearance he must also deliver a defence within fourteen days from the last day of the time limited for appearance, unless such time is extended by the Court or a Judge, otherwise judgment may be entered against him without notice, unless he has in the meantime been served with a summons for judgment.

STATEMENT OF CLAIM

1. The Plaintiff's claim is against the Defendant as drawer of cheque No. 459527 for ₹50,000/- dated the 24th day of January, 1961 and drawn by the Defendant upon the Nederlandsche Handel-Maatschappy, Penang, payable to bearer.

2. The Plaintiff became and is the bearer of the said cheque and duly presented the same for payment but the said cheque was dishonoured payment thereof having been countermanded by the Defendant.

3. The Plaintiff duly gave notice of dishonour to the Defendant by letter dated the 6th day of July, 1963.

Particulars

Cheque No. 459527 dated  
24.1.1961                      ....                      ₹50,000/-

And the Plaintiff claims interest on the principal sum of ₹50,000/- at the rate of 6% per annum from date of writ until payment of judgment.

Dated this 9th day of July, 1963.

Sd: Dharmananda & Co.

Plaintiff's Solicitors.

And the sum of ₹60/- (or such sum as may be allowed on taxation) for costs, and also, in case the Plaintiff obtains an order for substituted service the further sum of ₹300/- (or such sum as may be allowed on taxation). If the amount claimed be paid to the Plaintiff or his Advocate and Solicitor or agent within four days from the service hereof further proceedings will be stayed.

Provided that if it appears from the indorsement of the writ that the Plaintiff is resident outside the scheduled territories as defined in the Exchange Control Ordinance, 1953, or is acting by order or on behalf of a person so resident, or if the Defendant is acting by order or on behalf of a person so resident, proceedings will

In the Supreme  
Court of the  
Federation of  
Malaya

                      
No. 1

Specially  
Indorsed Writ

(continued)

12th July 1963

In the Supreme Court of the Federation of Malaya

only be stayed if the amount claimed is paid into Court within the said time and notice of such payment in is given to the Plaintiff, his Advocate and Solicitor or agent.

No. 1  
Specially Indorsed Writ  
(continued)  
12th July 1963

This Writ was issued by Messrs. Dharmananda & Co., 27, Hale Street, Ipoh whose address for service is No. 27 Hale Street, Ipoh, Solicitors for the said Plaintiff who resides at No. 19, Scotland Road, Penang.

A copy of this Writ was served by me at Supreme Court House Compound, Penang on the Defendant Tan Chow Soo personally on Friday the 12th day of July, 1963, at the hour of 2.40 p.m.

10

Indorsed the 12th day of July, 1963.

The said Tan Chow Soo (Signed) Sd:  
is not known to me  
personally. But he (Address)  
admitted to me that he C/o Supreme  
was the person named Court, Pg.  
as the Defendant.

20

Sd:

No. 2  
Plaintiff's Affidavit  
26th July 1963

NO. 2  
PLAINTIFF'S AFFIDAVIT

I, Ratna Ammal daughter of Veerasingham a British subject of full age staying at No. 19, Scotland Road, Penang, hereby make oath and say as follows:-

1. I am the Plaintiff above named and am, inter alia, a housewife.

2. The Defendant is justly and truly indebted to me in the sum of \$50,000/- and was so indebted at the commencement of this action. The particulars of the said claim appear by the indorsement on the writ of summons in this action.

30

3. I verily believe that there is no defence

to this action.

AFFIRMED this 26th day of )  
July, 1963 at 3.15 p.m. )

Sd: M. Ratna Ammal

In the Supreme  
Court of the  
Federation of  
Malaya

Before me,

Sd: R. Dorai Raju

COMMISSIONER FOR OATHS

No. 2

Plaintiff's  
Affidavit

(continued)

26th July 1963

This Affidavit was filed by Messrs. Dharmananda & Co., Advocates & Solicitors of No. 27, Hale Street, Ipoh, on behalf of the Plaintiff above named.

10

NO. 3

REQUEST FOR FURTHER AND BETTER PARTICULARS OF CLAIM

No. 3

Request for  
Further and  
Better  
Particulars  
of Claim

31st July 1963

Lim, Lim & Oon,  
Advocates & Solicitors,  
Notaries Public  
and  
Commissioner for Oaths.

29 Church Street,  
Penang,  
Malaya.

31st July, 1963

20 Our Ref: COL/HS  
Your Ref: PPD/EC/C455/63

Messrs. Dharmananda & Co.,  
Advocates & Solicitors,  
27, Hale Street,  
Ipoh, Perak.

Dear Sirs,

Re: Civil Suit 1963 No. 164  
M. Ratna Ammal vs. Tan Chow Soo.  
Further and Better Particulars.

30 Our Defence herein is in draft but to enable us to finalise it we would be obliged if you would give us further and better particulars of your Statement of Claim as follows:-

1. Re: Paragraph 2 of your Statement of Claim.

The date the Plaintiff became the bearer of the said cheque.

In the Supreme Court of the Federation of Malaya

2. Re: Paragraph 2 of your Statement of Claim.

The date the said cheque was presented for payment.

No. 3

Yours faithfully,

Sd: Lim, Lim & Oon.

Request for Further and Better Particulars of Claim

(continued)

31st July 1963

No. 4

NO. 4

Further and Better Particulars of Claim

FURTHER AND BETTER PARTICULARS OF CLAIM

5th August 1963

DHARMANANDA & CO.,  
ADVOCATES & SOLICITORS,  
PEGUAMBELA & PEGUAMCHARA,

27, Hale Street,  
Ipoh,  
Perak, (Malaya)

10

Tel. Office 2519  
House 2775

POST BOX NO. 24

5th August, 1963

Your Ref.  
Our Ref. PPD/CGL/C.455.

Messrs. Lim, Lim & Son,  
Advocates & Solicitors,  
29 Church Street,  
Penang.

Dear Sirs,

20

Re: Civil Suit 1963 No. 164  
M. Ratna Ammal vs. Tan Chow Soo  
Further and Better Particulars.

We thank you for your letter of the 31st ultimo received by us on the 3rd instant.

The plaintiff became the bearer of the cheque on or about the 24th of January, 1961; it was presented for payment on or about the 5th of July, 1963.

Yours faithfully,

30

Sd: Dharmananda & Co.

NO. 5  
DEFENDANT'S AFFIDAVIT

In the Supreme  
Court of the  
Federation of  
Malaya

            
No. 5

Defendant's  
Affidavit

5th August  
1963

I, Tan Chow Soo of Chinese race and full age of No. 48 Prangin Road Penang Solemnly and sincerely state and affirm as follows:-

1. I am the Defendant herein.

2. I have had read over and explained to me the Affidavit of Ratna Ammal filed herein on the 26th day of July 1963.

10 3. I admit paragraph 1 of the said Affidavit.

4. With regard to paragraph 2 of the said Affidavit, I admit that I was the drawer of the cheque referred to in the Statement of Claim but will plead that the said cheque was given by me to one Mahalingam Ratnavale (hereinafter referred to as the said Ratnavale) for an illegal consideration contrary to public policy or forbidden by statute namely, in consideration of promises made by the said Ratnavale that he could  
20 through his connections with the Department of Foreign Exchange at Penang and with the Department of commerce & Industry Kuala Lumpur, in an illegal manner, obtain official approval for the export of goods under certain barter rights amounting to \$1,400,000/- and the disposition of which was at all material times under the control and direction of the Defendant.

5. I aver that some time in August 1960 I was desirous of disposing of the said barter rights and that one Lee Yim Wah, an agent of the said Ratnavale came to my shop at No. 48 Prangin Road Penang and informed me that the said Ratnavale, who was then the Assistant Controller of Foreign Exchange Penang, could be of great help in the sale of the said barter rights as the said Ratnavale could use his official influence as such Assistant Controller of Foreign Exchange Penang to push through and/or expedite the proposed  
30 official approval. As consideration for such services the said Lee Yim Wah informed me that he  
40 and the said Ratnavale who at all material times was referred to by the said Lee Yim Wah as his principal, would demand 75% of the proceeds of the

In the Supreme Court of the Federation of Malaya

No. 5

Defendant's Affidavit

(continued)

5th August 1963

said sale, leaving me with the balance of 25%. In furtherance of the said scheme, the said Ratnavale demanded security from me for the payment of the said 75% proceeds of sale in the sum of \$50,000/- and which I consequently gave in the form of the said cheque. In giving the said cheque as security I stipulated with the said Ratnavale that it was not to be negotiated at all or encashed. The said barter rights were ultimately sold for a sum of \$117,946.60 but by the time they were sold I had paid various sums totalling \$20,500/- to the said Ratnavale and had also paid in cash to the said Lee Yim Wah and/or in settlement of his bills, various sums totalling \$20,878.19. Out of the said \$117,946.60 I was paid only \$57,525.30 by the said Ratnavale and Lee Yim Wah. I made frequent and repeated requests to the said Ratnavale for the return of the said cheque but was put off from time to time by the said Ratnavale and ultimately I wrote to my Bank on the 22nd day of March 1963 countermanding payment of the said cheque.

10

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6. With regard to paragraph 3 of the said Affidavit, I will plead that the Plaintiff is the mother of the said Ratnavale and that she well knew that the said cheque was given for an illegal consideration.

7. In the alternative I will plead that the Plaintiff paid no consideration to any party or at all whatsoever to become the bearer of the said cheque and that she became the bearer of it well knowing that the consideration therefor was not only illegal but had failed.

30

8. At the time of the drawing of the said cheque I did not know the Plaintiff and only came to know her in or about March 1961.

AFFIRMED by the above named }  
 TAN CHOW SOO at Penang }  
 this 5th day of August }  
 1963 at 11.45 a.m. through }  
 the interpretation of Yip }  
 Sow Foon a Sworn }  
 Interpreter of the Court. }

Sd: Tan Chcw Soo

(in Chinese)

40

Before me,  
 Sd: Yip Sow Foon  
Commissioner for Oaths.  
Supreme Court, Penang.

I hereby certify that the above written Affidavit was read translated and explained by me Yip Sow Foon Sworn Interpreter of the Court to the deponent who seemed perfectly to understand it, declared to me that he did understand it and made his signature thereto in my presence.

Sd: Yip Sow Foon  
Interpreter

Sd: Yip Sow Foon  
Commissioner for Oaths  
Supreme Court,  
Penang.

In the Supreme  
Court of the  
Federation of  
Malaya

                      
No. 5

Defendant's  
Affidavit

(continued)

5th August  
1963

10

NO. 6  
DEFENCE

No. 6

Defence

15th August  
1963

1. With regard to paragraph 1 of the Statement of Claim the Defendant admits that he was the drawer of the cheque therein referred but will plead that the said cheque was given by him to one Mahalingam Ratnavale (hereinafter referred to as the said Ratnavale) for an illegal consideration contrary to public policy or forbidden by statute namely, in consideration of promises made by the said Ratnavale that he could through his connections with the Department of Foreign Exchange at Penang and with the Department of Commerce and Industry, Kuala Lumpur, in an illegal manner, obtain official approval for the export of goods under certain barter rights amounting to \$1,400,000/- and the disposition of which was at all material times under the control and direction of the Defendant.

20

30

2. The Defendant avers that sometime in August, 1960 he was desirous of disposing of the said barter rights and that one Lee Yim Wah, an agent of the said Ratnavale came to his shop at No. 48 Prangin Road Penang and informed the Defendant that the said Ratnavale, who was then the Assistant Controller of Foreign Exchange Penang could be of great help in the sale of the said barter rights as the said Ratnavale could use his official influence as such Assistant Controller of Foreign Exchange

40

In the Supreme  
Court of the  
Federation of  
Malaya

—  
No. 6

Defence

(continued)

15th August  
1963

Penang to push through and or expedite the proposed official approval. As consideration for such services the said Lee Yim Wah informed the Defendant that he and the said Ratnavale who at all material times, was referred to by the said Lee Yim Wah as his principal, would demand 75% of the proceeds of the said sale, leaving the Defendant with the balance of 25%. In furtherance of the said scheme, the said Ratnavale demanded security from the Defendant for the payment of the said 75% proceeds of sale in the sum of \$50,000/- and which the Defendant consequently gave in the form of the said cheque. In giving the said cheque as security the Defendant stipulated with the said Ratnavale that it was not to be negotiated at all or encashed. The said barter rights were ultimately sold for a sum of \$117,946.60 but by the time they were sold the Defendant had paid various sums totalling \$20,500/- to the said Ratnavale and had also paid in cash to the said Lee Yim Wah and or in settlement of his bills, various sums totalling \$20,878.19. Out of the said \$117,946.60, the Defendant was paid only \$57,525.30 by the said Ratnavale and Lee Yim Wah. The Defendant made frequent and repeated requests to the said Ratnavale for the return of the said cheque but was put off from time to time by the said Ratnavale. 10 20 30

3. With regard to paragraph 2 of the Statement of Claim the Defendant will plead that the Plaintiff is the mother of the said Ratnavale and that she well knew that the said cheque was given for an illegal consideration.
4. In the alternative the Defendant will plead that the Plaintiff paid no consideration to any party whatsoever to become the bearer of the said cheque and that she became the bearer of it well knowing that the consideration therefor was not only illegal but had failed. 40
5. The Defendant at the time of the drawing of the said cheque did not know the Plaintiff and only came to know her in or about March 1961.

6. With regard to paragraph 3 of the Statement of Claim the Plaintiff admits the letter therein referred to but will plead that the act of countermand therein referred to was not a recent one but was in fact given by him to his Bank on the 22nd day of March, 1963.

In the Supreme Court of the Federation of Malaya

No. 6

Defence

(Continued)

15th August 1963

Delivered at Penang this 15th day of August, 1963.

Sd: LIM, LIM & OON,

Solicitors for the Defendants.

10

NO. 7

OPENING SPEECH FOR DEFENDANT

No. 7

Opening Speech for Defendant

17th May 1966

IN COURT.

17th MAY, 1966

P.P. Dharmananda for Plaintiff.

C.O. Lim for Defendant.

Agreed bundles - A, B.

Ex. A, B.

Plaintiff's bundles - A.

Ex. A, B.

Defendant's bundles - B.

Ex.B (D.9)

Cheque - PlA.

Ex. PlA

C.O. Lim:

20

Defence - illegality and total failure of consideration.

Paragraph 2 of the Statement of Claim.

Further and better particulars - Exh.P2.

Ex.P2 (Documents Nos. 2 and 3)

Plaintiff first bearer of the cheque, on 24.1.1961.

Paragraphs 1 and 2 of Statement of Defence - illegality.

Paragraph 3 of Statement of Defence.

In the Supreme  
Court of the  
Federation of  
Malaya

          
No. 7

Opening Speech  
for Defendant

(Continued)

17th May 1966

Cites Halsbury's "Laws of England", Vol. 8,  
p. 125, para. 216.

Defendant in *pari delictum*. That is why his  
avertment is not followed by any counter claim.

Cites Mahmood v. Ispahani (1921) 2 K.B. 716,  
(1921) A.E.R. 217, 222.

Defence can rely on all three classes of  
contract as cited by Halsbury.

Halsbury, Vol. 8, p.126 - security in para-  
graph 2 of statement of defence. 10

Sect. 2, para. 218 - illegality.

Para. 220 - illegal promise.

Para. 222 - wrongful acts.

Para. 224 - injury to public; question of law.

Prevention of Corruption Act.

Para. 225 - benefit from crime.

Para. 255 - Extrinsic evidence.

Para. 257 - Actions on contract involving  
illegality.

Para. 258 at p. 151. 20

Alternative defence - no consideration.

Sect. 2 of Bills of Exchange Act.

"Bearer", "Holder".

Sect. 27 - consideration.

Sect. 30 (2) - p. 101 - Rules 1, 2, 3, 6, 7.

Sect. 73; Sect. 36 (3) -  $2\frac{1}{2}$  years to  
negotiate and at date of negotiation the cheque  
was stale.

NO. 8  
EVIDENCE OF TAN CHOW SOO

In the Supreme  
Court of the  
Federation of  
Malaya

D.W.1

Defendant's  
Evidence

No. 8

Tan Chow Soo, affirmed, states in Hokkien.  
Living at 33A & B, Mukim 13, Ayer Hitam, Penang.  
Defendant in this case.

Tan Chow Soo  
(D.W.1)

Examination

17th May 1966

10 I know Plaintiff. I first made her  
acquaintance at end of March 1961. I came to know  
her because her son Ratnavale wished to rent my  
house at No. 33B. Ayer Hitam. Ratnavale took  
Plaintiff and his wife to look at my house. Also  
in the company of Lee Yim Wah. At that time I was  
an importer and exporter and also dealing in sundry  
goods at No. 48, Prangin Road, Penang, under Chop  
Soo Seng. Ratnavale and Lee Yim Wah both  
identified. I started dealing in this business  
since 1956. I also imported produce from Atjeh,  
Sumatra, such as rubber and palm oil. The  
20 purchase price for these goods consisted of 70 per  
cent in cash and 30 per cent the value of goods  
exported from this country, e.g. cloth - barter  
trade. I need to possess a licence from the  
Indonesian Consulate, Penang. This system of  
business dealing lasted till 1958 when there was  
local trouble in Sumatra. Customs declaration  
necessary at point of entry. Payment effected by  
goods from Singapore and Penang. In para. 1 of  
statement of defence I had barter rights amounting  
to \$1,400,000/-. That means in 1958 I had imported  
30 Indonesian rubber to the value of \$1,400,000/-.  
These rights were in the name of Chop Guan Cheong,  
another shop of mine, at No. 48, Prangin Road,  
Penang. These rights were valuable because  
there were profitable. I could make \$500,000/- to  
\$600,000/- profit. The permission of the Controller  
of Foreign Exchange was required before I would be  
allowed to send goods worth \$1,400,000/- to  
Indonesia. I have known Lee Yim Wah for the last  
20 years. Lee was the person who could deal with  
40 Government departments concerning the barter rights,  
in particular the Controller of Foreign Exchange.  
Lee told me to produce all my custom declaration for  
1958 so that he could deal with the Department of  
Foreign Exchange concerning the barter rights.

In the Supreme  
Court of the  
Federation of  
Malaya

Defendant's  
Evidence

No. 8

Tan Chow Soo  
(D.W.1)

Examination  
(Continued)

17th May 1966

That was in March or April 1960. He said that he wanted to see Ratnavale of the Foreign Exchange Control. He said that Ratnavale could deal with it for him. I believe Lee because I had purchased such barter rights from him before. Lee told me that he was Ratnavale's agent. I handed all my customs declarations to the value of \$1.4 million to Lee.

Several months afterwards I met Lee. I asked him what had happened to the matter. He told me that there were other people who had asked for such barter rights. I had to hand Lee all my accounts connected with the customs declarations and he said he was prepared to help me. He said he could take me to see Ratnavale if I did not believe him. He took me to see Ratnavale. That was at the end of July 1960 or beginning of August 1960. Lee took me to a house at Scotland Road opposite the race course. That was a Government quarter occupied by Ratnavale. That was about 3.00 p.m. or 4.00 p.m. or 5.00 p.m. At the house I saw Ratnavale. Up to that time I had not met Ratnavale. But I had seen him and heard of him. I met Ratnavale in the hall. I asked him when my barter rights to the value of \$1.4 million could be approved. He told me that I could get 25 per cent., of the rights and he and his group would get 75 per cent., otherwise he would not pass the barter rights. I compromised that he should get 60 per cent and I 40 per cent. He did not agree. He said other persons paid him 75 per cent. If I agreed he said my application would be the first to be approved. I said I had to go back to consider.

I agreed to Ratnavale's proportion. Ratnavale asked for security in the sum of \$50,000/- to \$60,000/-. In January 1961 Lee came to myshop in the afternoon. I asked Lee about my application since the previous barter rights fetched considerable profits. He said it would be passed and not to worry. I decided to give him (Ratnavale) a cheque for \$50,000/-. I handed the cheque through Lee - Exh.PLA identified. The cheque was not dated. The words and figures on the cheque were written by Koay Teik Choon. Identified. Koay was my clerk. He wrote the body of the cheque on my instruction. I then signed it.

Ex. PLA

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I signed cheque on 19.1.1961 and I handed it to Lee on the same day with instructions to pass it to Ratnavale and told him that the cheque was undated and that it could not be used until I sold the barter rights and gave him (Ratnavale) \$50,000/- in cash. It is not true that I handed Plaintiff the cheque.

In the Supreme Court of the Federation of Malaya

Defendant's Evidence

No. 8

Tan Chow Soo (D.W.1)

Examination

(Continued)

17th May 1966

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(Mr. Dharmananda informs court that his case is based on the proposition that the cheque was handed to his client direct by the Defendant).

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I did not know Plaintiff in January 1961. At the end of 1961 Plaintiff, her son and I entered into a partnership known as the Maha Syndicate for the purpose of importing condensed milk. Ratnavale lived at No. 33B, Ayer Itam, for about 4 to 5 months. I became very friendly with Ratnavale after this joint business in the importation of milk. I did many things and favours for him. I permitted Ratnavale to withdraw money from my firm. This bundle of documents B represents bills of Ratnavale which my firm had paid for him. It also represents phone bills in respect of premises at No. 19 Scotland Road. These phone bills are in the name of the Plaintiff. It also represents water, conservancy and electricity bills for No. 16, Cheeseman Road, Penang. One Kim Moy (f) lived there. I called her his second wife. His first wife is an Indian lady. Most of the bills were paid by Lee Kim Seng. Identified. He is my clerk.

Ex. D. 49

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Exh. PLA refers. On back of cheque are words "Payment stopped by drawer". I stopped payment on 22.3.1963. I had on five or six previous occasions demanded for the return of the cheque but was not successful. Later we had differences of opinion and he wanted to cash the cheque, so I stopped it. He quarrelled with me.

Ex. PLA

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The Maha Syndicate agreement was entered into between us on 3.11.1961 in the office of the late Mr. Hugh. Plaintiff was present in that office. After that date I seldom saw Plaintiff.

(Adjourned to 2.30 p.m.)

(Sgd) RAJA AZLAN SHAH.  
JUDGE.

In the Supreme  
Court of the  
Federation of  
Malaya

(Court resumes)

D.W.1 (Continued)

Defendant's  
Evidence

No. 8

Tan Chow Soo  
(D.W.1)

Examination

(Continued)

17th May 1966

Cross-  
Examination

Ex.P1A

Ex.D3

Doct.No.5

My barter rights were ultimately sold for \$117,946.60. I was paid \$57,525.30. In the meantime I had paid out various sums of money for Ratnavale totalling \$20,500/-. I also paid out various sums totalling \$20,878.19 to Lee Yim Wah as agent of Ratnavale.

Cross-examined

I agreed to give the security for \$50,000/- on 19.1.1961. That was required so that Ratnavale would approve the permit for the barter rights. Rights sold by Lee in Singapore in May or June 1961. Rights sold between 19.1.61 and May or June 1961. Exh.P1A given for purposes of getting the permit.

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I am not aware of GN.3045 dated 4.8.1960 - Exh.D3. I filed an affidavit dated 5.8.1963 (encl.6). Para. 5 refers. My evidence is the same as in para. 5 of my affidavit.

Lee took the customs declarations in March or April 1960. He said he knew somebody in the Foreign Exchange Department. The cheque book was issued in 1961.

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Q. The barter rights are rights which you alone can sell?

A. Other people can sell it. I have to sign it.

I had to sign customs declaration export documents to effect sale of my barter rights. Once I have signed the documents there was nothing to stop Lee from selling them. Lee is agent of Ratnavale. Everybody in Penang knew this. The sum of \$20,878.19 were taken by Lee. How he spent them I do not know. Lee was agent of Ratnavale. In the past he had taken money for Ratnavale. Before I knew Ratnavale, all sums taken from me were done by Lee. I did not know if such sums were for Lee or Ratnavale, but later when Ratnavale came to know me he took money from me personally. The sum of \$20,500/- was for Ratnavale. I was paid

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₹57,525/- by Ratnavale and Lee (para. 5 of affidavit). That was the total of various sums sent by Lee from Singapore. No written request for return of cheque.

In the Supreme Court of the Federation of Malaya

Defendant's Evidence

No. 8

Tan Chow Soo (D.W.1)

Cross-Examination

(continued)

17th May 1966

Ex.D.5

Ex.D.6

Ex.D.7

Exs.D.5

D.6

D.7

10 I lived at No.33A, Ayer Itam. Ratnavale and his family lived at No. 33B about March or April 1961. I am not sure of the date. I have never seen Plaintiff at No. 33B. Cheque dated 27.12.1960. (Shown to witness). I cannot identify the signature at back of cheque - Exh. D4 for identification. Koay Teck Choon was my clerk in December 1960. I have never seen this cheque. Lee Kim Seng is also one of my clerks. He had authority to sign cheques on my account at the Netherlands Bank Society. That account is in the name of my firm Chop Soo Seng. I cannot identify this cheque dated 13.1.1961 - Exh.D5 for identification. Lee Kim Seng usually signed in Chinese. I deny D5 was given to me by Plaintiff. If so given, I would have affixed my Chop Soo Seng on it. Cheque dated 21.1.1961 for ₹25,000/- was entered into my account at Chop Soo Seng - Exh. D6 for identification. Cheque dated 23.1.1961 for ₹15,000/- refers. I cannot identify the signatures at back of cheque - exhibit D7 for identification. This cheque was not given to me by Plaintiff. I deny the consideration for exh.P1A was exh. D5, D6, D7 and cash of ₹1,000/- given on 13.1.1961

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30 Maha Syndicate was concerned with the importation of milk. Trade mark taken in my name. Action was taken against me in respect of the trade mark in Originating Motion No. 13 of 1963. Motion was filed in October 1963. In 1963 another suit C.S.123 of 1963, was filed against me by Plaintiff and her son. That was in relation to partnership matter. Writ filed on 4.6.1963. Present writ filed on 19.7.1963. I met Lee several months afterwards in my office. He came to my office. He used to come to my office from time to time. Between 1958 and August 1960 I dealt with Indonesian produce from Atjeh. In 1959, because of internal troubles in Sumatra, I dealt in sundry goods - milk, rice and sugar.

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Q. What did you do between 1958 and August 1960

In the Supreme  
Court of the  
Federation of  
Malaya

Defendant's  
Evidence

No. 8

Tan Chow Soo  
(D.W.1)

Cross-  
Examination  
(continued)

17th May 1966

Re-  
Examination  
Ex.D.9

Exs.D.5  
D.6  
D.7

for the disposal of your barter rights?"

A. I could not get the permit to sell the rights until I met Lee, when he told me that he had a way to get the permit.

Koay Teck Choon is no longer working for me. He left my service in mid-1963. I did not reply to the notice of demand.

B refers. Excluding items 47 to 60, the rest of the items was in respect of Ratnavale. These items are after November 1961. Up till this day the partnership accounts relating to Maha Syndicate have not been finalised.

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Re-examined:

Page 46 of B refers. That is the only item that is involved. Other than items at page 46 and item concerning telephone bills at Plaintiff's premises, the other items related to Ratnavale personally. There are many more civil suits pending between Plaintiff, her son, and me. In C.S. 349/63 I am Plaintiff suing the present Plaintiff and her son. My writ is dated 24.12.1963. That concerned infringement of my trade mark. Exhs. D5, D6 and D7 refer. I know nothing about exhs. D5 and D7. Exh. D6 was credited into my account on 23.1.1961. Exh. D6 was given to me to encash. Ratnavale must have given me exh.D6. I was in affluent circumstances, particularly in January 1961. My weekly average credit balance with the Bank was \$180,000/-. The customs declaration must be approved by the Foreign Exchange Department before it is saleable.

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(Adjourned to 9.30 a.m.).

(Sgd) RAJA AZLAN SHAH.

JUDGE.

18th MAY, 1966

Parties as before.

NO. 9EVIDENCE OF LEE YIM WAHD.W.2

Lee Yim Wah, affirmed, states in Cantonese.  
Living at No. 22 Western Garden, Penang.

In the Supreme  
Court of the  
Federation of  
Malaya

Defendant's  
Evidence

No. 9

Lee Yim Wah  
(D.W.2)

Examination,  
18th May 1966

I know Plaintiff for the last ten years. I  
know Defendant for about 20 years. I know  
10 Plaintiff has a son by name of Ratnavale. I came  
to know Plaintiff through the son. When I knew  
Ratnavale in 1955 he was a Government employed in  
the Foreign Control Exchange. He was Assistant  
Controller of the Foreign Control Exchange in  
Penang. I knew Ratnavale intimately, very closely.  
I had many business dealings with him and we were  
close friends. Both Ratnavale and I have put up a  
shipping company by name of Sin Min Shipping Co.  
20 with a banking account of its own doing business  
at No. 241 Beach Street, Penang. That was in  
mid-1963. Company registered under Business  
Registration Ordinance.

Exhibit PLA refers. Drawer of cheque is the  
Defendant. It was a cash cheque dated 24.1.1961.  
I do not know who wrote the date. In the past I had  
handed a similar cheque to that made for same  
amount and for cash but cheque was then not dated.  
Defendant handed me the cheque. He said, "Take  
30 this cheque to Ratnavale. This cheque is undated.  
Please tell Ratnavale not to tender the cheque to  
the bank and not to use it. If he wants to use it  
and if I agree, he could use the cheque". That  
was all he said. I handed cheque to Ratnavale at  
his house at Scotland Road, probably No. 19.

Ex.PLA

Defendant is a businessman. I am a business-  
man dealing in barter trade with Indonesia. At one  
time Defendant also dealt in barter trade with  
Indonesia. In 1961 I saw Defendant concerning a  
40 certain business. If not in 1961, probably in mid-  
1960. Defendant had imported goods to the value  
of over \$1 million from Indonesia and the goods were  
not goods approved by the Indonesians Government

In the Supreme  
Court of the  
Federation of  
Malaya

Defendant's  
Evidence

No. 9

Lee Yim Wah  
(D.W.2)

Examination  
(continued)

18th May 1966

because of local unrest. Such goods were declared at the customs. Our Government does not permit remittance of the goods to Indonesia because of diplomatic severance. At that time businessmen sent their money and goods by black market through Singapore. But such value in cash and goods sent by market through Singapore was not known by our Government. So the value for the imported goods is still there because of the customs declaration. In 1960 and 1961 there was a shortage of goods in Sumatra and traders made great profits by sending their goods to Indonesia. They could not do that until they obtained a permit from the Foreign Exchange Department. I saw there was an opportunity of making great profit. So I discussed with Ratnavale if there was any possibility of exporting goods. I saw Ratnavale. I came to an arrangement with him. After discussion I went to look for people who had imported goods from Indonesia in 1958 and who had not officially exported goods to Indonesia for similar value and such people must have evidence of the imported goods - that is, customs declarations. I found many such people and one of them was the Defendant. There were about eleven such persons including Defendant. These people had to obtain a permit from the Foreign Exchange Department together with their customs declarations if they wanted to send goods to Indonesia. Such permits were not easy to obtain. Such permits were not easily obtainable because imports from Indonesia were not officially approved by the Indonesian Government. Such permits were passed by the Controller of Foreign Exchange, Penang. For 1960 Ratnavale was the officer who granted such permits. Ratnavale did not grant such permits freely. According to the value at that time, a person who could export \$10,000/- worth of goods would pay us \$4,000/-. When I meant by us I did not mean Ratnavale and I but the holders of barter rights. If a permit could be obtained from Ratnavale, the holders of the barter rights would get 25 per cent of the profit and we, meaning Ratnavale, myself and people of the Indonesian Consulate, would get 75 per cent. After the barter rights were sold, Ratnavale's share would be given to him through me in some cases. There was once in 1955 and again in 1957. The second period was between 1957 and 1960. Under the second period \$600,000/- and \$700,000/- passed through my hands to Ratnavale.

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I received money sometimes in cash and sometimes by cheques, but whenever I received cheques I cashed them and gave Ratnavale or through his mother in cash. I agree that I was an agent of Ratnavale.

In the Supreme Court of the Federation of Malaya

Defendant's Evidence

No. 9

Lee Yim Wah  
(D.W.2)

Examination  
(continued)

18th May 1966

Ex.P1A

10 Exh. P1A refers. I had at one time taken Defendant to Ratnavale's house at Scotland Road, a Government quarter. Defendant's clerk, Koay Teck Choon, also went. His nickname is Ah Bah. That was about 5.00 p.m. Defendant negotiated with Ratnavale, about his barter rights. I was present. Ratnavale told Defendant about conditions and deposit. By deposit I meant security. Amount of security was \$50,000/- to \$60,000/-. Conditions were if the permit was approved the usual rate would be 25 per cent to the holder and 75 per cent to our syndicate. Defendant said he had no money and as there were other similar applicants he wanted his application to be first approved. Defendant asked Ratnavale if the latter could reduce the syndicate rate, but Ratnavale replied that that was not possible as it was the usual rate with the others. I had handed a similar cheque like P1A but not dated to Ratnavale at his Scotland Road house. This was done in the presence of Plaintiff. Plaintiff saw the handing over of the cheque to Ratnavale. This was not on same day when Defendant and his clerk went to see Ratnavale at his house. Handing over of cheque was several months later. I kept an account book of these barter rights dealings sold and monies given to Ratnavale and monies retained by me. The accounts kept by me were not complete. The police were investigating into this matter. The account book was taken by the police. On 17.2.1966 I was interviewed by a police officer, Yusof bin Yunus, at Kuala Lumpur. I have kept this Police Headquarters entry permit - exh.D8. I have been called three or four times by the police. I was friendly with Ratnavale. We have had no quarrels. Even a few days ago I was talking to his mother. In 1956 Plaintiff lived at Green Lane, Penang. I know Defendant lives at No. 33A and B, Mukim 30, Ayer Itam. I know No. 33B was rented out to Ratnavale. That was in 1961.

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Ex.D.8

Page 34 of B refers. Lee Be Hoon is my daughter. The name Lee Bee Wa should be read as Lee Be Hoon. I did not pay for the rice because

Ex.D.9

In the Supreme  
Court of the  
Federation of  
Malaya

Defendant's  
Evidence

No. 9

Lee Yim Wah  
(D.W.2)

Examination  
(continued)

18th May 1966

Ex.D.9

Cross-  
Examination

I did not know it. I can recognise the signature of Ratnavale.

(C.O. Lim intends to put in bundle B so as to show the free and easy physical relationship between Defendant and Ratnavale. Mr. Dharmananda concedes admissibility of B - exh. D9)

I admit that I have received a total of \$20,878.19. Part of the \$20,500/- was paid to Ratnavale through me and the balance was direct to him. A person who could export \$10,000/- worth of goods to Indonesia would get a profit of \$9,000/- and for that he would pay the barter right holder \$4,000/-. That was the position at that time in Singapore and Penang.

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Cross-examined:

I discussed matters with Ratnavale regarding shortage of goods in Indonesia. I came to an arrangement with Ratnavale. I looked for people desirous of exporting goods to Indonesia. I saw Ratnavale in regard to Defendant's business about March 1960. I saw Defendant in regard to this matter in February 1960. I told Defendant that I could make the necessary arrangements for him. After that I saw Ratnavale every day from March 1960. A few months later I saw Defendant and took him to Ratnavale's house - about four months later in July or August. It was at this meeting that Ratnavale discussed about the security. The security was with regard to protection against possible cheating by Defendant. Ratnavale would not do anything unless he was given security. I gave security in form of an undated cheque. Defendant gave the cheque to me. Cheque handed by me to Ratnavale in January 1961. I remember it was after 1960. The barter rights were sold in July 1961. I sold the Defendant's rights in Singapore. Permit granted by the Controller of Trade Division, Ministry of Commerce at Kuala Lumpur in May 1960. The Defendant knew about this. I told him. The \$20,500/- was not connected with the barter rights in this case but with another matter in regard to barter trade where the rate was 30 per cent and 70 per cent. \$20,500/- has no connection

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with PLA. That barter trade was in 1957. The money was paid towards the end of 1960. The \$20,878.19 had nothing to do with PLA. Para.5 of Defendant's affidavit dated 5.8.1963 (encl.6) refers. It is true that I was agent of Ratnavale and that I made arrangements for the Defendant. It is not true that I told the Defendant that I could ask Ratnavale to use his influence to obtain the permit in respect of the barter rights. I told Defendant that with regard to the barter rights I had discussions with Ratnavale and that he could obtain means to get permits for the barter rights. I told Defendant that I could make the necessary arrangements. I also told Defendant that to do that Ratnavale wanted a share.

I remember making a statutory declaration dated 16.8.63 - exh. P.10 for identification. The signature is mine. I signed th is at the Penang High Court Registry. Ratnavale's lawyer's office - that means you - prepared the statutory declaration. I came to the Penang Court Registry with Ratnavale because he wanted to sue the Defendant sooner; after signing P.10 I left for Jakarta. I was told by Ratnavale to sign the declaration in order to facilitate him to sue Defendant, but in my mind the contents were not true. I signed it for the sake of friendship. The police never mentioned about P.10 to me. Some- time in 1965 I had some difficulty concerning my citizenship and passport. Defendant did not help me. It was I that took Mr.C.O.Lim to see the Defendant. Ratnavale was my close friend. He discussed everything with me, including his family matters. Ratnavale asked me to look for a house for him because he was asked to vacate his Government quarter. He went to stay at the Defendant's house. He told me that his work was temporarily suspended. That was in March 1961. The account book would help me to remember more accurately about the barter right transactions. Defendant's barter rights were in the name of Chop Guan Cheong. Certainly I had checked the declaration to see if the Defendant had the barter rights. I did not check the account books of Guan Cheong in respect of the Defendant's barter rights, but I took the customs declarations from the Defendant and I made accounts in order to apply

In the Supreme Court of the Federation of Malaya

Defendant's Evidence

No. 9

Lee Yim Wah (D.W.2)

(continued)

Cross-Examination

18th May 1966

Ex.P.10

Ex.P.10

In the Supreme  
Court of the  
Federation of  
Malaya

for the permit.

(Adjourned to 2.30 p.m.)

(Court resumes).

Defendant's  
Evidence

D.W.2

No. 9

Cross-examination (continued)

Lee Yim Wah  
(D.W.2)

(continued)

Cross-  
Examination

18th May 1966

I was charged with regard to my passport and the charge was subsequently withdrawn. Ratnavale and I are still good friends. I have helped Maha Syndicate to sell milk but not as an agent, just for friendship. Kim Moy (f), who is Ratnavale's second wife, was not in charge of the sale of milk. I was not charged 40 cents for sale of each case of milk. I know the Sg. Badek Mining Co. Ltd. It commenced business about 14 to 15 months ago. Ratnavale is the Managing Director of the Company. I did not apply to become the Manager of the Company. Ratnavale asked me to be Manager but I refused. I know Tan Guan Pat. He is the sole proprietor of Chop Guan Cheong under the Business Registration Ordinance, but he is in partnership with the Defendant. These barter rights belong to this Company.

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Re-  
Examination

Re-examined:

Exh.P10 refers. I swore this in Penang. I did not make one in Ipoh. Ratnavale said that since I went to Jakarta so often I must sign the declaration in order to facilitate him suing the Defendant. The declaration was already a prepared one given to me. Ratnavale approached me to make such a statutory declaration. Plaintiff did not interview me re making such a declaration. I wish the Court to believe my evidence today rather than exh. P.10. Exh.P.10 is a false one. I did not understand the contents of exh.P10. I entirely believed what Ratnavale told me. House No.33B, Ayer Hitam, Penang - I do not know whether the premises was rented to Ratnavale or not. When I said I saw Ratnavale every day, I meant that whenever he was in Penang I saw him every day. Ratnavale's first wife lived at No.33B, Ayer Hitam. His second wife, Kim Moy, lived at No. 19, Scotland Road Penang. At the relevant time Plaintiff was

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Ex.P.10

living with Kim Moy. I sometimes went to Defendant's shop. I never saw Plaintiff at Defendant's shop at any time. I had often spoken to Plaintiff in Malay. To my knowledge Plaintiff was not doing any business at that material time - January 1961.

In the Supreme Court of the Federation of Malaya

Defendant's Evidence

No. 9

Lee Yim Wah (D.W.2)

(continued)

Re-Examination

18th May 1966

NO.10

EVIDENCE OF KOAY TEIK CHOON (D.W.3)

No.10

Koay Teik Choon (D.W.3)

Examination, 18th May 1966.

10 Koay Teik Choon, affirmed, states in English. No. 189, Boundry Rd., Penang. Age 52 years. Presently Storekeeper of Lipton's (Overseas) Ltd. at No. 48, Prangin Rd., Penang.

I was formerly Defendant's clerk. I left his service in April 1963. I started work since 1957.

20 Exh.P1A refers. The words "cash" and "fifty thousand dollars only" and the figure "50,000/-" were written by me. I prepared this cheque on instructions of Defendant. The date "24th January 1961" is not in my own handwriting. When I prepared the cheque the date was not filled. Defendant signed the cheque which was still undated. I do not know what happened to the cheque afterwards. I prepared cheque on 19.1.1961. I remember the date because the cheque butt containing the counter-foil was given to the police. Date on counter-foil was dated 19.1.1961. The police called for the counter-foil for their investigation. I gave it to police. I have seen Plaintiff who is the mother of Ratnavale.

Ex.P.1A

In the Supreme  
Court of the  
Federation of  
Malaya

Defendant's  
Evidence

No.10

Koay Teik  
Choon  
(D.W.3)

(continued)

Cross-  
Examination  
and Re-  
Examination

18th May 1966

Ex.D.4

Cross-examined:

What appears in the counter-foil appears in the cheque. The date 19.1.1961 was written on the counterfoil on the portion marking the date. Defendant asked me to date the counterfoil 19.1.1961, but to leave the date on the cheque blank. It was done on same day by me. Some time in 1964 the police took the counterfoil. Before that it was in the possession of the Defendant. I joined Liptons Ltd. in May 1965. Between 1964 and 1965 I was working for Sam Yew at No. 48 Prangin Rd. It was owned by Keay Sam Hin of Taiping - importers. Defendant has no share.

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Re-examined:

Nil.

D.W.3 (recalled by Dharmandanda).

Exh.D4 refers. That is my signature on the back of the cheque. I cashed this cheque and gave it to Ratnavale. Ratnavale gave me the cheque. I cashed it at the bank. The O.C.B.C. Penang is about  $1\frac{1}{2}$  miles from No. 48 Prangin Rd.

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No.11

Lee Kim Seng  
(D.W.4)

Examination

18th May 1966

NO.11

EVIDENCE OF LEE KIM SENG (D.W.4)

Lee Kim Seng, affirmed, states in Hokkien. Age, 35 years. Lives at No. 11 Canon Square, Penang. Presently employed by Leong Wah Co. also at No. 48, Prangin Rd. Penang. Formerly clerk and cashier of Defendant.

Ex.D.5

Exh.D5 refers. The signature at back of cheque is mine. I cashed the cheque at the O.C.B.C. Bank personally. Ratnavale gave me this cheque. He wanted to cash the cheque at my shop. There was not sufficient cash. He asked me to help him by going to the bank and cashing it for him. I gave the money to him. He waited for me at the shop. I deny that this money has gone into the hands of the Defendant.

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Ex.D.6

Exh.D6 refers. I remember what

sic

happened to this cheque. This cheque did not go through me.

Exh.D7 refers. It bears my signature on the back. I cashed the cheque. Ratnavale gave it to me. He also asked me to cash it at my shop if there was sufficient money. There was not sufficient cash at the shop. He asked me to cash it for him at the bank. I did so and gave the cash to Ratnavale at the shop. After these two cheques  
 10 Ratnavale had asked me to cash cheque for him. Apart from exhs. D5 and D7 Ratnavale had asked me to cash cheques for about ten to twenty times in various sums from \$500/- to several thousand dollars. The shop had sometimes \$10,000/- cash, sometimes a few thousand dollars in January 1961. I do not know who were the drawers of exhs.D5 and D7. I know Plaintiff. She is Ratnavale's mother. Plaintiff came about ten times to the shop. She did not enter the shop but remained  
 20 in the car. She called me to go up to her. Items 47-60 of exh.D9 are in respect of phone bills. The name of M.Ratna Ammal appearing on the bills refers to Plaintiff. Chop Soo Seng paid all these bills. I paid the bills. Most of the times the bills were handed to me by Ratnavale and sometimes by Plaintiff.

Items 61-84 of Exh. D9 refer. These are  
 30 City Council and electricity bills of No. 16, Cheeseman Road and No.19 Scotland Road. No.19, Scotland Road, is Plaintiff's house. It is a two-storey house. No. 16, Cheeseman Road is where Ratnavale's second wife lived.

Items 1-46 of exh.D9 refer. These  
 40 represent payments made by Defendant's firm. Item 1 refers. This chit was written by me. Items 1 to 16 were written by me. These were advances to Ratnavale and to be accounted for later. Items 17-46 refer. These represent various payments made by Defendant's firm on account of Ratnavale, also to be accounted later.

Cross-examined:

With regard to the partnership, I used to see the Defendant going in and out of Leong Wah Co. I do not know if Defendant had a share in it. The

In the Supreme Court of the Federation of Malaya

Defendant's Evidence

No.11

Lee Kim Seng (D.W.4)

Examination (continued)

18th May 1966

Exs.D.5 & D.7

Ex.D.9

Ex.D.9

Ex.D.9

Cross-Examination

In the Supreme Court of the Federation of Malaya

Defendant's Evidence

No.11

Lee Kim Seng (D.W.4)

(continued)

Cross-Examination, 18th May 1966

No.12

Application by Defendant's Counsel,

19th May 1966.

No.13

Lee Kim Seng (D.W.4)

Cross-Examination

(continued)

19th May 1966

Ex.D.5

Ex.D.7

office space of Leong Wah Co. was formerly occupied by Chop Soo Seng, later by Sg. Balak Mining Co., and later by Hock Teik Mining Co., and lastly by Leong Wah Co. Defendant used to go in and out of the offices of these Companies. I had authority to sign cheques for Defendant's firm. One of the accounts was the Netherlands Trading Society. Cheques signed by me and drawn on the Dutch Bank will be honoured. Between December 1960 and January 1961 our accounts with the Dutch Bank were not overdrawn.

(Adjourned to 9.30 a.m.)

(Sgd) RAJA AZLAN SHAH. JUDGE.

19th MAY, 1966

NO.12

APPLICATION BY DEFENDANT'S COUNSEL

(C.O. Lim applies to strike out the evidence of D.W.1 in re-examination to the effect that the witness had said that his weekly average credit balance with the Bank was \$180,000/-. I rule that D.W.1 be re-called to hear his evidence and to be cross-examined. C.O.Lim refers to statutory declaration. Cites order 37, rules 18 and 24. Cites Sect. 33 of Evidence Ordinance. I rule that counsel can make his objections at the proper time).

NO.13

EVIDENCE OF LEE KIM SENG (D.W.4) (CONTINUED)

Cross-examination (continued)

Exh.D5 refers. I share Defendant's car to the bank. Ratnavale came to shop in his own car. During banking hours it is sometimes easy and sometimes difficult to find parking space at the bank. Ratnavale waited in an office of the shop upstairs. I cannot remember if Defendant was in the office.

Exh.D7 refers. I drove Defendant's car to

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sic

bank. I do not know if the Defendant was in the shop or not. I cashed exh.D5 on the day Ratnavale handed me the cheque.

In the Supreme Court of the Federation of Malaya

Statement of Accounts of Messrs. Soo Seng - exh.P.11 for identification. Entry dated Jan. 13 in sum of \$10,000/- cash. Exh.D5 was cashed on 13.1.1961. Entry dated Jan.24 in sum of \$16,000/- cash. Exh.D7 was cashed on 24.1.1961. Our accounts were not overdrawn. There was an accountant in charge of the accounts. I admit our accounts were overdrawn but we were allowed overdrafts.

Ex.P.11 Defendant's Evidence  
Ex.D.5 Lee Kim Seng (D.W.4)  
Ex.D.7 Cross-Examination (continued) and Re-Examination  
19th May 1966

10

Re-examined:

Parking conditions in 1961 - sometimes easy and sometimes difficult.

NO.14

EVIDENCE OF TAN CHOW SOO (D.W.1) (Recalled)

D.W.1 (re-called by C.O. Lim, on former oath).

No.14  
Tan Chow Soo (recalled)  
Examination  
19th May 1966

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I did say in my re-examination that my average weekly credit balance with the bank was \$180,000/- I now realise that I have made a mistake in telling the court to that effect. I now tender my apology to the court and wish to withdraw that piece of evidence.

Cross-examined (in recall):

Cross-Examination

30

I was aware that I was asked about my account at this bank. I am a businessman. I was allowed an overdraft of \$500,000/- and allowed letters of credit in the sum of \$1 million. I cannot remember what bills I owed to the bank. I never owed beyond my overdraft. What I meant is that I do not know the exact amount of my liability to the bank.

(Case for defence)



In the Supreme  
Court of the  
Federation of  
Malaya

NO.15

EVIDENCE OF RATNA AMMAL d/o VEERASINGAM (P.W.1)

Plaintiff's  
Evidence

No.15

Ratna Ammal  
d/o  
Veerasingam  
(P.W.1)

Examination,  
19th May 1966.

Ratna Ammal d/o Veerasingam, affirmed, states in Tamil. No. 19, Scotland Road, Penang. Age, 66 years. Husband was one Mahalingam (deceased). He was a man of some wealth and he has left some property behind. Ratnavale is my son. He was until 19.7.1960 the Assistant Controller of Foreign Exchange, Penang. He assumed duty as such on 1.1.1958. - vide G.N.1558 - exh.P12. Ratnavale stayed at No. 71, Scotland Road, Penang when he was in Government Service. When he ceased to be a Government servant he looked for a house. Either at the end of November or in early December 1960 my son, his wife and I went to look at premises No. 33B, Ayer Hitam. I used to live at No.19, Scotland Road and also at No. 33B Ayer Hitam. The Ayer Hitam house was for Ratnavale and his wife. They went in in December 1960. That house belonged to Defendant. I then came to know Defendant.

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Ex.D.4

Exh.D4 refers. This cheque is drawn by me and given to Defendant on 27.12.1960. When we went to live there we became friendly with Defendant. Defendant explained his difficulties to me and asked me for a loan saying he would return it in 2 or three days' time. This money was repaid.

Ex.D.5

Exh. D5 refers. This cheque was also given to the Defendant on 13.1.1961. On that day Defendant asked me for \$10,000/-. I gave him exh. D5 and cash \$1,000/-. Defendant gave me a cheque for \$10,000/-.

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Ex.D.6

Exh.D6 refers. This was given to Defendant on 21.1.1961. The words "cash" and "twenty-five thousand" and the figure "\$25,000/-" were written by Ratnavale. Defendant gave me a receipt for it.

Ex.D.7

Exh.D7 refers. This was given to Defendant. The body of the cheque - I am not certain if they were written by Ratnavale and his wife. He wanted to give me a receipt but I did not want it. Defendant told me that he would give me a cheque on the following day. So I accepted the receipt. The following day Defendant came and gave me a cheque -

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Ex.P.1A

10 - exh.P1A. The cheque was not dated. I filled in the date in the presence of the Defendant. Exh.P1A was handed to me on 24.1.1961. I then returned to Defendant the Defendant's cheque for \$10,000/- and his two other receipts. The two receipts were written by Ratnavale, and Defendant signed it. Exh.P1A has not been repaid in spite of repeated requests. At this time Ratnavale had ceased to be a Government servant. He was unemployed. He spoke to me about going into business. In November 1961 an agreement was drawn up to which I was a party. The other two parties are Defendant and Ratnavale. This was the Maha Syndicate. Prior to making this loan there were discussions about putting up the business.

In the Supreme Court of the Federation of Malaya

Plaintiff's Evidence

No.15

Ratna Ammal  
d/o  
Veerasingam  
(P.W.1)

Examination  
(continued)

20 Exh.D9 refers. The bills therein do not have any relation with this case. I did not tell Ratnavale to ask Defendant to pay for my 'phone bills. I never went to the Defendant's shop to ask that my 'phone bills be paid. Civil Suit 123/63 is a suit in connection with the Maha Syndicate which has not been heard. This was filed in June 1963.

Ex.D.9 19th May 1966

Exh.P11 refers. I applied for this.

Ex.P.11

Present action was filed in July 1963.

Cross-examined:

Cross-  
Examination

30 I have been a widow since March 1959. At time of retirement my husband was a Financial Assistant at the K.L. Secretariat. He retired in 1945.

Q. His substantive pay at time of retirement?

A. I am a housewife and I do not know his substantive pay.

40 I receive a widow's pension of \$95.50 per month. I cannot estimate the value of his properties. They were in Tampin, Penang, Kuala Lumpur, and Gemas. My husband died leaving a will. I was the sole named executrix. I took out probate of my late husband's estate. I cannot remember the amount of estate duty I paid. I applied for

In the Supreme  
Court of the  
Federation of  
Malaya

Plaintiff's  
Evidence

No.15

Ratna Ammal  
d/p  
Veerasingham  
(P.W.1)

(continued)

Cross-  
Examination

19th May 1966

probate in Penang through Mr. Thilamuthu, lawyer. I was born in Ceylon. I came to this country in the latter part of 1917. I was then about 17 years old. I married in Ceylon and came here. My husband was then a Chief Clerk in the Customs. He was 29-30 years old. He was the only clerk in the Customs then. There were two or three others below him. I do not remember his pay then. I have eight children. Ratnavale is the eldest. Age of youngest is 27-28 years. I lived at No. 19, Scotland Road. It is a double storey bungalow with a big compound about four acres. House is in my name. Bought in 1956. Husband was then alive. He bought it. I do not know what amount he paid for it. No other property in Penang in my name. I know house No. 16, Cheeseman Road, Penang. Ratnavale's second wife lives there. She is a Chinese lady by name of Kim Moy. His first wife is an Indian lady by name of Anna Letchmi. Agreement relating to Maha Syndicate was signed in Mr. Hughes' office. All three of us, Ratnavale, Defendant and I, went together. I own a car. I do not drive. I visit my children and go about. When it is convenient I visit my estate in Gemas, Tampin, and Kuala Lumpur. Maha Syndicate deals in milk. I do not take an active part in this business. I have no other business. I was very friendly with Defendant. I had never invited him to my house at No. 19, Scotland Road. Defendant had never invited me to his house at Ayer Hitam. I generally do not attend parties. About 2 to 3 weeks after we had gone into house No. 33B, Ayer Hitam, Defendant approached me for a loan. The first loan was \$3,000/-. It is strange for a man with large credit facilities to ask an Indian housewife for a loan of \$3,000/-. I gave exh.D4 at No.19, Scotland Road, between 10.00 a.m. and 11.00 a.m. Ratnavale was there. When I gave exh.D4 to Defendant he gave a cheque for the same amount. He did not write his cheque in my presence. I remember he gave me the cheque. I saw the amount of his cheque for the sum of \$3,000/- written in the same language as in exh.P1A. Defendant came with Ratnavale on 27.12.60 and asked for a loan. He promised to repay in two or three days' time. I consulted my son and he advised me that I could lend it to him. I gave Defendant the cheque straightaway. Defendant's cheque was already signed, but not in my presence. Everything

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Ex.D.4

Ex.D.4

Ex.P.1A

that I do is done with Ratnavale's consent as I have no husband.

In the Supreme Court of the Federation of Malaya

Exhs.D5, D6 and D7 refer.  
Exh.D5 was loan. Defendant made the request at my house at Scotland Road between 9.00 a.m. and 11.00 a.m. He came with Ratnavale. He had asked for a loan of \$10,000/- about two to three days prior to 13.1.1961 through Ratnavale. I discussed with my son, and then decided to grant the loan. On 13.1.1961 I had two banking accounts - at the O.C.B.C. and the Indian Overseas Bank. The account with the O.C.B.C. was in the red. I had overdraft facilities at the O.C.B.C. because the Scotland Road house was mortgaged to that bank. I think about \$80,000/- overdraft facilities. I always consulted my son before I decide to do anything. If I had written a cheque for \$19,000/- that would have been honoured by the bank.

Ex.D5, D6, D7  
Ex.D5

Plaintiff's Evidence

No.15

Ratna Ammal  
d/o  
Veerasingam  
(P.W.1)

(continued)

Cross-  
Examination

19th May 1966

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20 Q. Would it not be more convenient to draw a cheque for \$10,000/- in response to a request for a loan of \$10,000/-?

A. Every overdraft carries an interest. Since I had \$1,000/- cash, I gave defendant cheque for \$9,000/- and cash \$1,000/-.

Sometime I keep cash in my house. If I keep \$1,000/- cash, that cash would not carry any interest. If I had not given that cash to the Defendant I would have deposited that amount in the bank.

30 (Adjourned to 2.30 p.m.)

(Sgd) RAJA AZLAN SHAH.  
JUDGE.

P.W.1

Cross-examination (continued)

It is strange for a man with large credit facilities to ask for a loan of \$10,000/-. Defendant gave me his cheque dated 13.1.1961 with words similar to exh.P1A. Defendant told me not to put this cheque in my bank and that soon he would have money to repay me.

Ex.P.1A

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In the Supreme  
Court of the  
Federation of  
Malaya

Plaintiff's  
Evidence

No.15

Ratna Ammal  
d/o  
Veerasingam  
(P.W.1)

(continued)

Cross-  
Examination

19th May 1966

Exh.D.6

Exh.D.6 refers. I gave this cheque to Defendant. I do not know to whom he negotiated the cheque. I gave exh.D6 at No. 19, Scotland Road, between 10.00 a.m. and 11.00 a.m. Ratnavale was there. Defendant told me that his bank was troubling him for money. He said he would soon get money and he would return this payment. Exh.D6 was also a loan. He told me of this loan about a week before 21.1.1961 through Ratnavale. I agreed to give this loan one or two days before 21.1.1961. I told my son this. The receipt was written by my son on that day itself. I understand a little bit of English. I can read a little bit of English. I did not pay much attention to the contents of the receipt as it was written by my son. My son also approved of the loan. I admit that I would have to pay interest on this overdraft cheque. There was no talk about interest on the loan. I had no business transaction between Defendant and me in January 1961, but there was talk of business. I knew about the milk business deal about 2 to 3 months prior to November 1961 through my son.. I never talked to Defendant direct about that business. It is strange to give a \$25,000/- loan to a stranger. It is strange for a man with credit facilities to borrow \$25,000/-.

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Ex.D.7

Exh.D7 refers. This is a loan to Defendant on 23.1.61 at No. 19, Scotland Road. My son was present. He approved it. A receipt in English was given by Defendant. My son prepared it. Defendant asked for this loan on 21.1.1961 when I gave him exh. D6. On 21.1.1961 Defendant had asked me for a loan of \$40,000/-. My son advised me to give Defendant \$25,000/- first, and the balance of \$15,000/-if it was urgently needed by him. Defendant came to my house with my son on 23.1.1961 and I gave him exh.D7. It is strange for Defendant to borrow \$15,000/- since he had credit facilities. What D.W.4 told the court with regard to exhs. D5 and D7 are all false. Formerly I used to cash cheques at the bank. That was in 1959 when my husband was not well. Those were his cheques. In 1959 I had only one account at the Indian Overseas Bank. It was a modest account. I also had a joint account with my children at another bank the name of which I cannot remember. It was a small account. In 1959 I had no overdraft

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Ex.D.6

Ex.D.7

Ex.D.5 & D.7

facilities with the Indian Overseas Bank. I started an account with O.C.B.C. either in 1959 or 1960. I began this account with a mortgage of my house at No. 19, Scotland Road. I cannot remember the amount mortgaged as it was all done by my son. I think it was about \$70,000/- or \$80,000/-. The house was mortgaged because of the children's marriages, sending money for children's studies overseas. Ratnavale was doing some petty business so I had to give him money for that, and money to be spent on the house and maintaining the estates. Even for Maha Syndicate my son wanted money. I gave it to him. How much I had given to son for Maha I am not able to answer. I cannot answer if I had given Ratnavale about half million dollars to run Maha. I admit that in Civil Suit No. 123/63 my son and I have pleaded that up to 31.3.1963 we have expended over \$1,161,000/-. When I said "petty business" carried on by my son I meant Maha Syndicate. The sum of \$1,161,000/- was put up by mortgaging the Scotland Road house, the Gomas estate and also K.L. estate were mortgaged, and bank overdrafts. The K.L. estate mortgage has now been redeemed. I cannot remember how much the K.L. estate was mortgaged for. I also cannot remember the amount mortgaged in respect of the Gemas estate.

Q. Neither your three mortgages nor the overdrafts would enable you to raise \$1,161,000/- for Maha Syndicate?

A. The bank would have given this amount, and my answer therefore is yes.

My husband died a millionaire. I deny that in all my banking accounts I acted as a front for my son. I deny that all the monies in my name belong to Ratnavale. I am speaking the truth. Exh.P1A was handed to me by Defendant on 24.1.1961. Cheque was undated.

Q. Why did you not ask Defendant to fill the date?

A. I pointed out to him that cheque was undated and he asked me to date it.

\$50,000/- is a big sum of money. I have been

In the Supreme Court of the Federation of Malaya

Plaintiff's Evidence

No.15

Ratna Ammal  
d/o  
Veerasingam  
(P.W.1)

(continued)

Cross-  
Examination

19th May 1966

Ex.P1A

In the Supreme  
Court of the  
Federation of  
Malaya

Plaintiff's  
Evidence

No.15

Ratna Ammal  
d/o  
Veerasingam  
(P.W.1)

(continued)

Cross-  
Examination

19th May 1966

Re-  
Examination

repeatedly asking Defendant for repayment of PLA but he said he was doing sugar business and was expecting money soon, and further we also participated in Maha business. That is the reason why this cheque took 2½ years to settle. The demands were never made in writing. I made 10 to 20 demands. Defendant used to come to my house and I also met him when I signed the Maha agreement. I have also spoken to him over the 'phone in Malay. I dated exh.PLA on the day Defendant gave it to me; that was on 24.1.1961. Relations between Ratnavale and me and the Defendant with regard to Maha became strained in April 1963. On 4.6.1963 we instituted proceedings against Defendant in Civil Suit 123/63. I deny that Ratnavale instructed me to bring action on exh.PLA against the Defendant. I do not know that Defendant as drawer had countermanded payment on exh.PLA on 23.3.1963.

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Re-examined:

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It was made known to me that Defendant was not able to get overdraft from the bank in January 1961. Defendant is not a stranger to me.

(Adjourned to 11.00 a.m.)

(Sgd.) RAJA AZLAN SHAH.  
JUDGE.

20th MAY, 1966

No.16

R. Veltema  
(P.W.2)

Examination,

20th May 1966.

NO.16

EVIDENCE OF R. VELTEMA (P.W.2).

P.W.2

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R. Veltema, affirmed, states in English. Manager of Algemene Bank Netherland N.V., Penang. This bank was formerly known as Netherlands Trading Society.

On 12.5.1966 I completed an affidavit and annexed to it is a statement containing entries from ledger concerning the accounts of Messrs. Soo Seng of No. 48 Prangin Rd. Penang. Statement of account and Affidavit - Exh.P11.

Ex.P.11

Ex. P.1A

Exh.P1A refers. This cheque was

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countermanded by a letter dated 22.3.1963 -  
Exh.P.13.

The accounts of Soo Seng Co. in December 1960 and January 1961 were overdrawn. Soo Seng has exceeded his overdrafts on the bank. That was in December 1960 and January 1961. Apart from the Defendant's overdraft there are other monies due to the bank on bills. That was also for the period December 1960 and January 1961.

10 Cross-examined:

Since 10.1.1962 I have been Manager of the bank. If special arrangements are made, the limits of the overdrafts can be doubled. The Defendant has been a long-standing constituent of my bank since 1957. As far as I can remember, Defendant has no overdraft facilities to the extent of half-a-million dollars. I think his overdraft facilities are about \$150,000/-. Bills also at \$150,000/-.

20 Re-examined:

Defendant's liability on the bills may be lower or higher than the limits.

(Witness released).

NO.17

APPLICATION BY PLAINTIFF'S COUNSEL

Dharmananda applies to put in Defendant's statutory declaration - exh.P10 for identification

C.O. Lim objects.

Cites Order 37 Rules 18 and 24.

Sect.33 Evidence Ordinance.

Ninth edn. Woodroffe Evidence p.362.

Cites (1954) M.L.J. 49.

(1941) M.L.J.167

Dharmananda addresses:

Sect. 33 does not apply.

Sect. 145.

Objection overruled.

In the Supreme Court of the Federation of Malaya

Plaintiff's Evidence

No.16

R. Veltema (P.W.2)

(continued)

Examination

20th May 1966

Cross-Examination

Re-examination

No.17

Application by Plaintiff's Counsel

20th May 1966

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In the Supreme  
Court of the  
Federation of  
Malaya

NO.18  
EVIDENCE OF A. COOMARASAMY (P.W.3)

Plaintiff's  
Evidence

A. Coomarasamy, affirmed, states in English. Senior Interpreter, High Court, Penang, since April 1960.

No.18

A. Coomarasamy  
(P.W.3),  
Examination,  
20th May 1966

Exh.10 (identified) refers. Yip Sow Foon was a Senior Interpreter, High Court, Penang. Date of declaration is 16.8.1963. On that day he was Senior Interpreter here. He is now dead. I knew him well. He was my colleague. I am familiar with his signature. The signatures appearing in exh.P10 are his - identified. Entry of praecipe done at Registry, Penang.

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Ex.P.10

Cross-  
Examination

Cross-examined:

Date of 16.8.1963 has no significance to me. He officiated as Commissioner for Oaths, Penang. I would not know where the deceased was on 16.8.1963. Statutory declaration - exh.P.10

Ex.P.10

No.19

Closing Speech  
for the  
Plaintiff,  
20th May, 1966.

NO.19  
CLOSING SPEECH FOR THE PLAINTIFF

20

Dharmananda addresses:

Illegality - cheque handed to son.

Outline of Defendant's case.

Why the security? Customs declaration in possession of Lee Yim Wah who could effect sale upon signing of necessary forms by Defendant.

Influence can be given only while Ratnavale held office.

Affidavit - encl. 6 - para. 5.

P.10

Lee Yim Wah - apart from P10.

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Para. 5 of Statement of Defence.

When allegation of crime is made in a civil

case the onus of proof is that of proof beyond reasonable doubt.

(1939) 3 A.E.R. 952, P.C.

(1941) A.I.R. 93, 95.

(1965) 1 M.L.J. 201, 202, F.C.

(1951) Probate Cases, p.35.

Halsbury, Vol.15, 272, para. 496.

Plaintiff has given exhs. D5, D6 and D7 to Defendant.

10 Exh.D6 credited in Defendant's account.

Exhs. D5 and D7 - bank statements of Defendant, pp.6-7.

Plaintiff suing on a cheque - Royal Bank of Scotland v. Tottenham (1894) 2 Q.B. 715, 717.

Consideration:

Curry v. Missal, p.153 at p.162.

Fleming v. Bk. of N.Z. (1900) A.C. 577,587.

Fun Swi Kim, (1964) M.L.J.

Chalmers (13th edn.) p.p. 85-87.

20 Talbot's case (1911) 1 K.B. 854, 858, 860

S.30(2) does not apply to an immediate party.

C.27 r.12.

Staleness of the cheque.

Halsbury Vol.3, p.198 para.338.

(1961) M.L.J. 107 F.C.

(1941) P.C. 95, 96.

Hearsay evidence - (1928) A.I.R. P.C.p.127.

Sarkar (11 edn.) p.42

(Adjourned to 2.30 p.m.

30

(Sgd) RAJA AZLAN SHAH.  
JUDGE.

In the Supreme  
Court of the  
Federation of  
Malaya

Plaintiff's  
Evidence

No.19

Closing Speech  
for the  
Plaintiff

(continued)

20th May 1966

Ex.P.35

Ex.D5, D6, D7

Ex.D6

Ex.D5 - D7

In the Supreme  
Court of the  
Federation of  
Malaya

NO.20

CLOSING SPEECH FOR THE DEFENDANT

No.20

Closing Speech  
for the  
Defendant  
20th May 1966

(Court resumes)

C.O.Lim addresses:

Ratnavale was no longer in Government service.

Prevention of Corruption Act, 1961.

Interpretation of gratification - under  
8 heads.

Sect. 6(1) and (2).

Defendant's evidence.

10

Standard of proof. Fraud.

Halsbury, Vol. 15, p.272 -- balance of  
probabilities.

Para. 5 of affidavit (encl.6) cannot be  
tallied with para. 2 of Statement  
of Defence. Para. 5 is in indirect speech.

Consideration:

Ex.P.11

Bank statement - exh.P11.

Plaintiff's evidence - her background.

Exh. D.4

Exh. D4 - repaid.

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Ex.D.5, D.6, D.7

Exhs. D5, D6, D7 = \$49,000/-.

Balance in cash, \$1,000/-.

(C. A. V.)



NO.21  
GROUNDS OF JUDGMENT

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Court of the  
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JUDGMENT OF RAJA AZLAN SHAH, J.

No. 21

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10 The Plaintiff claims against the Defendant as drawer of cheque No. 459527 for the sum of \$50,000/- dated 24.1.1961 and drawn by the Defendant upon the Nederlandsche Handel-  
Maatschappy, Penang, (hereinafter referred to as the Bank) payable to bearer. She claimed to be the  
holder of the said cheque on 24.1.1961 and duly  
presented it for payment on 5.7.1963 but the said  
cheque was dishonoured, payment thereof having  
been countermanded by the Defendant. The  
Plaintiff gave notice of the dishonour to the  
Defendant by letter dated 6.7.1963. The  
Defendant admits that he was the drawer of the  
said cheque but pleaded that it was given by him  
to one Mahalingam Ratnavale for an illegal  
consideration contrary to public policy or forbidden  
20 by statute. He alleged that the Plaintiff who is the mother of the said Ratnavale became the holder of the said cheque knowing fully well that it was given for an illegal consideration. In the alternative the Defendant pleaded that the Plaintiff paid no consideration to any party whatsoever to become the bearer of the said cheque.

30 The law applicable to the present case is the English Bills of Exchange Act 1882, hereinafter referred to as the Act. By virtue of sub-section 2 of section 30 of the Act, every holder of a bill is prima facie deemed to be a holder in due course. That is, he is presumed to have given value for it in good faith, without notice of any defect in title of the person who negotiated it. He will therefore have to do no more than to prove the signature of the person sued, everything else being presumed in his favour. The burden will then be on the person sued to  
40 prove that no consideration has at any time been given. But to this rule there is an exception. If in an action on the bill it is admitted or proved that the acceptance, issue, or subsequent negotiation of the bill is tainted with fraud or

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illegality of some kind, if in fact the consideration is, or is deemed to be, illegal, then this presumption no longer holds good. The burden of proof is shifted and it is now the holder of the bill who must prove affirmatively that, subsequent to the alleged fraud or illegality, value has in good faith been given for the bill, though not necessarily by himself: see Tatam v. Haslar. (1) If he can do that, he will still win his action whatever the earlier history of the bill may be, unless he himself was a party to the fraud or illegality alleged. The holder who has been a party to the fraud or illegality can never succeed, though mere knowledge of it will not invalidate his title if he derives his title, not from a person whose own title is defective, but from one who is himself a holder in due course.

10

In the present case the Defendant has admitted that he is the drawer of the said cheque and therefore the law presumes that the Plaintiff is the holder of the said cheque in due course. The burden is therefore on the Defendant to prove that the said cheque was tainted with illegality or there was total failure of consideration. If he has satisfied the Court that on a higher degree of probability there was the element of illegality or total failure of consideration then the presumption in favour of the Plaintiff no longer holds good and it is thus for the Plaintiff to prove that subsequent to the alleged illegality value has in good faith been given for the bill, though not necessarily by herself.

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Having stated the law, I shall now consider the facts. The Defendant is a businessman having a place of business at No. 48, Prangin Road, Penang, under the firm's name of Chop Soo Seng. He was also connected with another business under Chop Guan Cheong of the same address. In 1956 he dealt in barter trade with Sumatra. The system in vogue then is as follows. He had to possess a licence from the Indonesian Consulate, Penang, in order to trade with Sumatra. When goods entered Penang, customs declarations had to be made. Payment for the goods were effected by 70 per cent cash payment through the bank and 30 per cent by way of barter trade. That evidence had not been challenged, and I accept it as it stands.

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In 1958 there was unrest in Indonesia and goods were exported from that country through the good influence of military officers. Such goods freely entered our ports provided they were declared to the Customs. Our Government did not permit remittances for such goods to Indonesia because of diplomatic severance. During this period businessmen sent their remittances either in cash or by goods through the black market in Singapore, and these clandestine payments were not known to our Government. Nonetheless these barter rights were very valuable because they fetched huge profits. They could also be assigned or sold to other people for huge profits. In 1960/1961 there was an acute shortage of goods in Sumatra and traders here saw good prospects of making such profits by exporting goods to that country. However, such goods could only be exported if they could obtain a permit from the office of the Controller of Foreign Exchange, Penang. The assistant Controller in charge of foreign exchange in Penang at the time was one Mahalingham Ratnavale. He was Assistant Controller from 1.1.1958 (vide C.N.1158/58) until 19.7.1960 (vide G.N. 3045/60). One Lee Yim Wah (D.W.2), a barter trader in Penang, saw the prospects of making huge profits. He had known Ratnavale in 1955 as a Government employee in the Foreign Exchange Control Department, Penang. According to him, he discussed with Ratnavale the possibility of exporting goods to Indonesia and they came to an arrangement whereby on permission to export goods being granted through this good influence the owner of the barter rights would sell their rights to other traders and from the proceeds 25 per cent would go to the owners and 75 per cent to a syndicate consisting of Ratnavale,

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the staff of the Indonesian  
Consulate in Penang, and Lee Yim Wah.

Now, if this allegation is true,  
that would constitute an offence of  
criminal conspiracy within the ambit of  
section 120A of the Penal Code which  
reads as follows:

"When two or more persons agree  
to do, or cause to be done -

(a) an illegal act,

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(b) an act, which is not illegal,  
by illegal means,

such an agreement is designated a  
criminal conspiracy:

Provided that no agreement  
except an agreement to commit an  
offence shall amount to a criminal  
conspiracy unless some act besides  
the agreement is done by one or  
more parties to such agreement in  
pursuance thereof".

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I am not here to exegesis the law  
of criminal conspiracy beyond stating that  
it consists of the very agreement between  
two or more persons to commit a criminal  
offence irrespective of the further consi-  
deration whether or not these offences  
have been actually committed. It is  
perhaps sufficient in this connection to  
quote the words of Lord Tucker in The  
Board of Trade v. Owen. (2)

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"Accepting the above as the  
historical basic of the crime of  
conspiracy, it seems to me that  
the whole object of making such  
agreements punishable is to  
prevent the commission of the  
substantive offence before it has  
even reached the stage of an  
attempt and that it is all part  
and parcel of the preservation of  
the Queen's peace within the

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realm".

The agreement was between Lee Yim Wah, Ratnavale, and barter right owners to commit a crime under section 3(a) of the Prevention of Corruption Act 1961 which reads as follows.

"any person who shall by himself, or by or in conjunction with any other person -

- 10 (a) corruptly solicit or receive, or agree to receive for himself, or for any other person

any gratification as an inducement to, or reward for, or otherwise on account of any member, officer or servant of a public body doing, or forebearing to do, or having done or forborne to do, anything in respect of any matter or transaction  
20 whatsoever, actual or proposed or likely to take place, in which the said public body is concerned, shall be guilty of an offence and shall be liable to conviction to imprisonment for a term not exceeding five years or to a fine not exceeding ten thousand dollars, or to both such imprisonment and fine".

30 The fact that the crime was not committed or committed after the "officer or servant" has ceased to have any influence in regard to his principal's affairs is immaterial and irrelevant. That officer or servant is not on trial in the instant case and it is not for this Court to go into the merits. It is needless to stress the obvious fact that such agreement is illegal and void as being contrary to statute and public policy if its object, direct or indirect, is the  
40 commission of a crime. The law has been

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laid down by Baron Parke in Cope v. Rowlands, and I quote:

"It is perfectly settled, that where the contract which the Plaintiff seeks to enforce, be it express or implied, is expressly or by implication forbidden by the common or statute law, no court will lend its assistance to give it effect."

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D. W. 2 went to look for such traders who owned barter rights and found eleven such people including the Defendant. At that time the Defendant had barter rights to the value of \$1,400,000/- in the name of his other business firm Chop Guan Cheong of No.48 Prangin Road, and such rights would fetch a profit of between \$500,000/- and \$600,000/-. About February 1960 D.W.2 saw and negotiated with the Defendant about the latter's barter rights. He told the Defendant that he was Ratnavale's agent and that he could make the necessary arrangement to obtain the permit. The Defendant believed him for, apart from knowing him for the last 20 years, he had bought such barter rights from him. The Defendant handed all his customs declaration papers to D.W.2. In March 1960 D.W.2 saw Ratnavale in regard to the Defendant's business. In July or August 1960 D.W.2 took the Defendant to a house in Scotland Road, Penang, a Government quarter, and there the Defendant saw Ratnavale for the first time. They discussed the permit and the rate was ultimately fixed at 25 per cent to the Defendant and 75 per cent to Ratnavale, and his associates. The Defendant agreed to consider the proposition. At that meeting it was also agreed that security in the sum of \$50,000/- be given to Ratnavale if the Defendant should agree to that proposition. In January 1961 D.W.2 came to the Defendant's shop. The Defendant was anxious to get a permit as the barter

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rights then fetched considerable profits. He asked D. W. 2 about it and the latter replied that it would be passed and asked him not to worry. The Defendant then decided to accept Ratnavale's proposition and drew an undated cash cheque for \$50,000/- (Exh. Pl) the subject matter of this suit.

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10 D.W.3 Koay Teik Choon, stated in evidence that he prepared the body of the cheque on 19.1.1961 on the instructions of the Defendant. He remembered the date because the cheque butt on which he wrote the date of the cheque was given to the Police in the course of their investigations into this case. It was therefore not produced in evidence. No adverse presumption can be inferred from this omission because it was not deliberately withheld. In any case D.W.3 was not challenged in his evidence and there is no reason why his evidence should be rejected. I accept his evidence that he prepared the body of the cheque on 19.1.1961 and the cheque was not dated.

30 The Defendant then signed the undated cheque and handed it to D.W.2. with instructions to hand it to Ratnavale. There was a stipulation that the said cheque was not to be negotiated or encashed until he had sold his barter rights and redeemed the cheque. The Defendant denied handing the cheque to the Plaintiff because he said that at that time he did not know the Plaintiff. He said he first came to know her when her son Ratnavale came to negotiate on the renting of his house at No. 33B Ayer Hitam some time towards the end of March 1961.

40 D.W.2 stated in evidence that he handed the cheque to Ratnavale at his house at Scotland Road in the presence of the Plaintiff on 19.1.1961. He testified that he kept an account book of his barter right dealings sold and money given to Ratnavale and money retained by him. The account books were taken by the Police who were investigating into the case. To my

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mind no adverse comment can be made on this point as there was no deliberate attempt to withhold the account books.

The Defendant's barter rights were ultimately sold by D.W.2 in Singapore in July 1961 for \$117,946.60 but he said he was paid only \$57,525.30. In the meantime he said he had paid various sums totalling \$20,500/- to Ratnavale.

In March 1961 Ratnavale told D.W.2 that his work was temporarily suspended and as a result he had to vacate his Government quarter and had to rent a private house. D.W.2 took Ratnavale, his wife, and the Plaintiff to see the Defendant with a view to renting his house at No. 33B Ayer Hitam, Penang. These people became close friends. Ratnavale and D.W.2 jointly put up a shipping business in May 1963 under the name of Sin Min Shipping Co. with a registered place of business at No.241 Beach Street, Penang. By the end of the year Ratnavale, the Plaintiff, and the Defendant entered into the business of importing condensed milk under the name of Maha Syndicate. The Defendant did many things and favours for Ratnavale. He permitted Ratnavale to withdraw money from his firm Chop Soo Seng. To fortify that view the Defendant produced a bundle of documents (Exh.P9) which represents bills of Ratnavale which the Defendant's firm had paid for him. They consisted of telephone bills in respect of premises at No. 19, Scotland Road, which is the Plaintiff's residence, water, conservancy, and electricity bills in respect of No. 19, Scotland Road, and No. 16, Cheeseman Road (where Ratnavale's second wife resided), and Ratnavale's personal account. As things went, Ratnavale and the Defendant had had differences of opinion which resulted in a series of legal proceedings between them. In June 1963 the Plaintiff and Ratnavale filed Civil Suit No. 123 of 1963 in respect of the partnership business. In July 1963 the

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Plaintiff instituted the present case against the Defendant. In October 1963 Ratnavale and the Plaintiff instituted Original Motion No.13 of 1963 in regard to the trade mark of Maha Syndicate. In December 1963 the Defendant filed Civil Suit No.349 of 1963 against both the Plaintiff and her son for infringement of his trade mark. With regard to the said cheque, the Defendant stated that he had on five or six previous occasions orally demanded for its return but was not successful. As Ratnavale wanted to cash it, the Defendant countermanded it on 22.3.1963.

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The Plaintiff's counsel sought to discredit the Defendant's version in more than one way. Firstly, it was contended that there was the utter impossibility of the event which the Defendant said had occurred. It was alleged that the entire transaction as pleaded in paragraph 2 of the statement of defence took place in August 1960 whilst the evidence showed that the said cheque was alleged to have been handed to Ratnavale in January 1961. In my view, I cannot read the said paragraph as disclosing a transaction that occurred on one single day. To succumb to that temptation would be to ignore reality. Secondly, it was said that the Defendant's evidence was contradicted by his own affidavit. I am not going into detail on that proposition beyond stating that it is lacking in merit. Thirdly, it was said that the Defendant's evidence was contradicted by that of Lee Yim Wah. To my mind the gist of his evidence on this point was that the sum of \$20,500/-, which was another aspect of the same transaction, was not correlated with the said cheque. The money was paid in 1960, part of which was given to Ratnavale through him and the balance direct to Ratnavale. If this aspect of the case is not overlooked, to my mind there is no contradiction between the two witnesses. The same reasoning would be accorded to the sum of \$20,878.19. Fourthly, it was contended that Lee Yim Wah's evidence is contradicted

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Ex.  
P10

by his own statutory declaration (Exh. P.10) I admitted the declaration as a previous statement. I am satisfied that he made the declaration before the Commissioner for Oaths at Penang. The praecipe confirms this. The Commissioner is now dead, but it was proved to my satisfaction that the signature is his. In this Court Lee Yim Wah has retracted the contents of his declaration at his own peril. However that may be, it should not invariably be a reason for rejecting an explanation. He explained that when the declaration was brought to him by Ratnavale it had already been prepared by him at his solicitor's office in Ipoh. Ratnavale told him that as he was always going to Jakarta his declaration would facilitate him to sue the Defendant in the present case. In my view, that declaration was made in contemplation that he would not be made available as a witness in the present case. Since he was a witness in the present case his declaration may only be used as a previous statement. In the light of his explanation I have therefore to consider his whole evidence with caution. Fifthly, it was argued that in assessing the value of the evidence of both the Defendant and Lee Yim Wah there is the circumstance that the barter rights were in the name of Chop Guan Cheong which was under the sole proprietorship of one Tan Guan Fatt. The account books of the firm were not produced to show that they possessed £1,400,000/- worth of barter rights. Lee Yim Wah said, and I quote:

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"I know Tan Guan Fatt. He is the sole proprietor of Chop Guan Cheong under the Business Regulations Ordinance but he is in partnership with the Defendant".

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The Defendant said, and I quote:

"These rights were in the name of Chop Guan Cheong, another shop of mine."

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In the eyes of the law, Tan Guan Fatt may be the sole proprietor, but as between their own private arrangement they were partners. So be it. With regard to the account books, no doubt they can in many cases be cogent and convincing, but the lack of them, however, should not be a criterion for not considering the Defendant's evidence that he is a business-  
10 man dealing in barter trade with Indonesia and such barter trade had a large amount of profits. It is therefore highly probable to my mind that the barter rights of Chop Guan Cheong were worth \$1,400,000/-.  
Sixthly, it was contended that if it was necessary to provide security that could  
20 have been done by Lee Yim Wah selling the barter rights and with the proceeds paying the Defendant and Ratnavale their respective shares. Security in the form of a cheque would therefore be otiose. That argument is attractive, but it overlooks this fact: the said cheque was a condition precedent for getting the barter rights. For once it had been granted and the barter rights sold there was no way to enforce  
30 payment should Lee Yim Wah in collaboration with the Defendant refuse to pay Ratnavale as the transaction was tainted. I observe that this is an unusual transaction demanding unusual terms, and accordingly a request for a cheque as security is not altogether unreasonable. Lastly, it was strenuously urged that what Ratnavale had told D.W.2 and the Defendant about the alleged conspiracy was not admissible  
40 as infringing the hearsay rule. I cannot accede to that proposition. What in fact happened according to the Defendant's version was that at one stage D.W.2 conferred with Ratnavale about the prospects of making money. In the instant trial Ratnavale was not called as a witness for obvious reasons. D.W.2. gave evidence as to what had transpired between them. His evidence related to their conference and their ultimate decision to find persons with barter

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rights who were desirous of selling them and to share the profits between them. The omission on the part of Ratnavale to give evidence to support D.W.2's evidence would only affect the weight of the latter's evidence and no more. In estimating that weight to be attached to D.W.2's evidence regard must be had to all the circumstances from which an inference can reasonably be drawn as to the accuracy or otherwise of his evidence and in particular to the question whether or not he had any motive to conceal or misrepresent the facts.

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The Plaintiff's case is as follows. She is a widow aged 66 years. She stated that her late husband, a man of some wealth, died in March 1959 leaving her some property - estates in Tampin, Gemas, Penang and Kuala Lumpur. Her son Ratnavale was the Assistant Controller of Foreign Exchange, Penang, and lived at No.71, Scotland Road, which is a Government quarter. When he left the Government service he rented the Defendant's house at No.33B Ayer Hitam. This was in December 1960. The Plaintiff then came to know the Defendant and they became close friends. About two or three weeks after Ratnavale had moved into his new house, she said that the Defendant came with Ratnavale to her house at No.19, Scotland Road, and explained his difficulties to her and asked her for a loan. After consulting Ratnavale whether it was alright she gave him a cash cheque dated 27.12.1960 for \$3,000/- (Exh. D4). In return the Defendant gave her a cheque for a similar amount as security. That loan has been settled. The Plaintiff stated that on 13.1.1961 the Defendant came again with Ratnavale and asked her for another loan of \$10,000/-. After consulting Ratnavale she gave him a cash cheque for \$9,000/- (Exh.D5) and \$1,000/- in cash. In

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Ex.D4

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Ex.D5

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return the Defendant gave her a cheque for \$10,000/- after telling her not to pay it into her bank since he would soon have the money to repay. At this period the Plaintiff had a bank account in her own name with the Overseas Chinese Bank Corporation and another account with the Indian Overseas Bank. The account with the former bank was in the red but she said she had over-draft facilities to the amount of \$80,000/-. In fact she said her Scotland Road house was mortgaged by Ratnavale to the bank to safeguard the amount in order to provide for her children's marriages, her children's studies abroad, maintaining the Scotland Road house and the estates and financing Ratnavale in some petty business. Her account with the Indian Overseas Bank was started in 1959 with a modest sum. She had also another joint account with her children in another bank the name of which she said she could not remember. It was also a small account. When confronted with the question as to whether it would have been more convenient for her to draw a cheque for \$10,000/- in response to a request for a loan for that amount she replied that since she had ready cash of \$1,000/- she gave that amount to the Defendant together with Exh.D5. She explained that as her account with the Overseas Chinese Bank was in the red, any over-draft would carry interest. The Plaintiff alleged that on 21.1.1961 the Defendant came again with Ratnavale to her house and asked for yet another loan of \$40,000/-. Again, after consulting Ratnavale, she gave the Defendant a cash cheque for \$25,000/- (Exh.D6) and told the Defendant that he could have the balance of the money later if he urgently needed it. It was alleged by her that the Defendant gave her a receipt for a similar amount. On 23.1.1961 the Defendant again came with Ratnavale and requested for another loan of \$15,000/-. Again, after consulting Ratnavale, she agreed and did give him a cash cheque for this amount (Exh. D7). She said that the Defendant wanted to give her a receipt but she did not want it when the Defendant told her

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Ex.D5

Ex.D6

Ex.D7

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that he would give her his cheque on the following day. On that day the Defendant came and gave her a cash cheque for £50,000/- (Exh. P1), the subject matter of this suit. She then returned to him his cheque for \$10,000/- and his receipt. It is interesting to note that on each occasion it was alleged that a loan was given to the Defendant, Ratnavale was always present and the Plaintiff had to consult him before giving any loan. Her explanation was that she had to consult Ratnavale as she had no one else to consult. She now claimed that the loan had not been repaid despite repeated demands. 10

The Defendant admitted that Exhibit D6 was borrowed from the Plaintiff and credited to his account. There is an entry in the credit column of the bank statement of Chop Soo Seng, Exh.P11, to wit, "January 23, P.D. - \$25,000/-". "P.D." means paid in deposits. But he denied that the said cheque, Exh. P1, was given in consideration for cheques Exhs.D5, D6 and D7 and cash \$1,000/-. Lee Kim Seng, D.W.4. the Defendant's former clerk and cashier, testified that Ratnavale gave him cheques Exhs.D5 and D7 on 13.1.1961 and 24.1.1961 respectively and asked him to cash them at the shop. As there was insufficient money at the shop, Ratnavale asked him to get them cashed at the bank. D.W.4 did that while Ratnavale waited at the shop. He then handed the cash to Ratnavale. Apart from the two cheques, Ratnavale had asked D.W.4. to cash several cheques ranging from \$500/- to several thousand dollars. Plaintiff's counsel to contradict this assertion. Firstly, it was contended that there was no reason why Ratnavale should have asked D.W.4. to cash the cheques for him at the bank. If he wanted to cash them he would have no difficulty in going to the bank himself. To my mind, to ask D.W.4 the 20 30 40

Ex.D5,D6,D7

Ex. D5 D7

cashier to a businessman dealing in barter trade to cash cheques involving large sums of money is not unreasonable for it would not attract public attention. But for Ratnavale, an ex-Government employee, to cash cheques within a space of ten days would attract such attention. It may be argued that since they were Plaintiff's cheques no criticism would be made against Ratnavale if he had cashed the cheques himself. That may be so, but the Plaintiff had said nothing on that point. What she alleged was that she handed those cheques to the Defendant, but when we consider Koay Teik Choon's evidence (D.W.3), the probability that that was so is no longer tenable. When asked by the Plaintiff's counsel about the cheque for \$3,000/- dated 27.12.60 (Exh.D4), D.W.3 testified that Ratnavale gave him the said cheque and he encashed it at the bank and gave him the money. That part of his evidence was never challenged and to my mind it has a ring of probability. If it is probable that Ratnavale had given Exh.D4 to D.W.3 to encash at the bank, it is not highly improbable that Ratnavale had asked D.W.4 to cash Exhs.D5 and D7 at the bank. Secondly, it was said that the Bank statement (Exh.P11) showed that on 13.1.1961 the account of Chop Soo Seng was credited with a sum of \$10,000/- cash and on 24.1.1961 with the sum of \$16,800/- cash. That being so, it was more probable that Exhs. D5 and D7 were presented to the Bank. That argument, though it has its attractions is, I think, too great a simplification of the matter and omits various considerations. If Exhs. D5 and D7 were credited to the Plaintiff's account, then the entry next to the date would bear the letters "CH", meaning that the credit was made by cheque. Again, the entry of \$10,000/- cannot be tallied with the encashment of the cheque for \$9,000/- (Exh.D5). If such entry consisted of Exh. D5 and the sum of \$1,000/- in cash, then the entry would have been "CH" for \$9,000/- and "CS" for \$1,000/-.

To my mind, the said

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Ex.D4

Ex.P11

Ex.D5

Ex.D5 D7

Ex.D5

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Ex.D5 entry and Ex.D5 bear no relation to one another. I would also make a similar observation on Exh.D7. The entry of "CS" for \$16,800/- on the credit column cannot arithmetically or mathematically be reconciled. However, a cogent piece of evidence in favour of the Defendant is that, to my mind, it is a little strange for the Plaintiff, who was enjoying over-draft facilities with her bank, to lend money to the Defendant who was also enjoying similar over-draft facilities but for a bigger amount. In the light of this observation I have to consider the Defendant's bank statement (Exh.P11). On page 6, starting from 10.1.1961 to 16.1.1961, for a brief period of six days the amount paid in to the credit of the Defendant was nearly \$25,000/-. And on page 7 which covers the period 17.1.1961 to 24.1.1961, a brief period of a week, the payments received, excluding the cheque Exh.D6 for \$25,000/- which is admitted would be close to \$40,000/-. An analysis of the credit items in pages 6 and 7 of the bank statement, apart from the two entries of \$10,000/- and \$16,800/-, would show that for a period of 13 days close to \$60,000/- had been paid in to the credit of the Defendant. This, in my view, swings the balance of probability in favour of the Defendant that he never borrowed these monies from the Plaintiff.

The above observation must then be construed in the light of the Plaintiff's background, and when that is done I have no doubt in my mind that her evidence is not worth a moment's glance. She contended that her late husband died possessed of some wealth. However, she was unable, and from her demeanour in the witness box she was unwilling, to divulge the extent of that wealth although she did give some indication of the property at four places. The best evidence available would be to furnish the Petition for Probate in respect of her

late husband's estate. That was not done. At no time was she in business apart from being a sleeping partner in Maha Syndicate. The question that follows is how did she obtain all those monies which she claimed she loaned to the Defendant. After anxious consideration I cannot but come to the inevitable conclusion that she did not lend any money because she had none. I base

In the  
Supreme  
Court  
of the  
Federation  
of Malaya

-----  
No.21

Grounds of  
Judgment  
(continued)

25th June  
1966

Ex.  
D5  
D6  
D7

Ex P.11

10 my conclusions on the following grounds. She contended that the \$50,000/- loan was made up by adding Exhs.D5, D6 and D7, which make a total of \$49,000/-. Arithmetically, \$1,000/- was missing, so she said she gave \$1,000/- in cash to the Defendant. In view of my observations on the bank statement of Chop Soo Seng (Exh.P11) and of the probability that a businessman like the Defendant who enjoyed greater over-draft facilities would not borrow money from the Plaintiff who enjoyed a lesser amount of over-draft facilities, her attempts to justify the \$50,000/- loan cannot stand. Secondly, the estates and wealth which she claimed she derived from her late husband were but a figment of her own imagination. No evidence was led to substantiate her averment. Thirdly, only ten days separate these three cheques (13-23.1.1961) involving \$49,000/-. Apart from the consideration of over-draft facilities, it is not in line with human conduct for a person to request for a series of loans within a short space of time for so large an amount, and it is also against human nature for a person to grant a series of loans within a short space of time for so large an amount. Such proposition as the Plaintiff contended not only strikes the mind with utter amazement but also to the point of incredulity. If it is necessary to decide between the evidence of the Defendant and that of the Plaintiff, I have no hesitation in accepting that of the Defendant. He gave his evidence in a straightforward manner and I consider him to be a truthful witness. On the other hand, the Plaintiff was speculative and at times evasive in her answers in cross-examination. The weight and character of her testimony can be gauged by the various wild statements she made in Court such as the one that

50

In the  
Supreme  
Court  
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Federation  
of Malaya

                      
No.21

Grounds of  
Judgment  
(continued)

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1966

she was helping her son in a petty business; upon being pressed by defence counsel, the "petty business" turned out to be the Maha Syndicate which she admitted as having a capital contribution by her son and herself totalling \$1,161,000/-. How did she raise that large sum of money? She said she mortgaged her Scotland Road house to provide for that amount and with the same source of income she said she had to provide for her children's marriages, their education abroad, and maintaining her house and estates. Would that amount raised on the mortgage, alleged to be \$80,000/-, be sufficient to provide capital for Maha Syndicate? The answer speaks for itself. However, in the next breath she claimed that the \$1,161,000/- was raised by mortgaging her Scotland Road house and her two other estates in Kuala Lumpur and Gemas which had since been redeemed, and over-drafts. On being asked for how much the estates were mortgaged she said she did not know.

10

20

Having reviewed the evidence as a whole, I am satisfied that on the balance of probabilities as is required to be proved in a case of this nature, the Defendant has substantiated his claim that the cheque was given to Ratnavale and that at the time it was given it was tainted with illegality and is therefore void. It is manifest that in the circumstances this Court cannot entertain the Plaintiff's claim. Here I pause to comment on counsel for the Plaintiff's submission that once the Defendant and D.W.2 have contradicted themselves there must be corroboration to support their evidence. In my view, the two Witnesses have not materially contradicted themselves. No doubt, as I have indicated above, D.W.2's evidence must be treated with caution, but after observing his demeanour I accept his evidence. That, coupled with the Defendant's evidence and other surrounding

30

40

circumstances have led me to the conclusion at which I have arrived.

10 That being the case, it is now on the Plaintiff to prove that subsequent to the illegality, value has in good faith been given for the bill. She has failed to do that, her assertion being that she received the said cheque direct from the Defendant. In respect of that proposition, I have not the least hesitation in saying that that is highly improbable. I therefore dismiss the case with costs.

(RAJA AZLAN SHAH)

JUDGE  
HIGH COURT

Penang

25th June, 1966

Mr. P.P. Dharmananda of M/s. Dharmananda & Co.,  
for Plaintiff

20 Mr. C.O. Lim of M/s. Lim, Lim & Oon for  
Defendant.

In the  
Supreme  
Court  
of the  
Federation  
of Malaya

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No.21

Grounds of  
Judgment  
(continued)

25th June  
1966

In the  
Supreme  
Court  
of the  
Federation  
of Malaya

No.22

JUDGMENT (ORDER) DATED 25th  
JUNE 1966

BEFORE THE HONOURABLE MR. JUSTICE RAJA  
AZLAN SHAH

No.22  
Judgment  
(Order)  
25th June  
1966

The 25th day of June 1966

IN OPEN COURT

O R D E R

This action coming on for trial on the 1st day of March 1966, the 17th, 18th, 19th and 20th days of May 1966 before this Court in the presence of Counsel for the Plaintiff and for the Defendant and Upon Reading the pleadings and Upon Hearing the evidence adduced for the Plaintiff and for the Defendant and Counsel as aforesaid.

10

IT WAS ORDERED that this action should stand for judgment and this action standing for judgment this day in the presence of Counsel for the Plaintiff and for the Defendant.

20

THIS COURT DOTH ORDER that the said action be and is hereby dismissed with costs to be taxed between party and party on the Higher Scale of the Second Schedule to the Rules of the Supreme Court 1957 and when taxed to be paid by the Plaintiff to the Defendant's Solicitors.

GIVEN under my hand and the Seal of the Court this 25th day of June 1966.

30

BY THE COURT

(L.S.)

Sd: Anuar

Senior Assistant Registrar

Entered this 25th day of June 1966  
No.129/66.

No.23  
NOTICE OF APPEAL

IN THE FEDERAL COURT OF MALAYSIA  
(Appellate Jurisdiction)  
Civil Appeal No. X55 of 1966.

In the  
Federal  
Court of  
Malaysia  
(Appellate  
Jurisdiction)

—  
No.23

Between

Ratna Ammal daughter of  
Veerasingam Appellant

Notice of  
Appeal  
(undated)

- and -

10 Tan Chow Soo Respondent

(In the Matter of the High Court in  
Malaya at Penang Civil Suit No.164 of  
1963

Between

Ratna Ammal d/o Veerasingam Plaintiff

- and -

Tan Chew Soo Defendant

NOTICE OF APPEAL

20 TAKE NOTICE that Ratna Ammal d/o  
Veerasingam the Appellant above named  
being dissatisfied with the decision of  
the Honourable Mr. Justice Raja Azlan Shah  
given at Penang on the 25th day of June,  
1966 appeals to the FEDERAL COURT OF  
MALAYSIA against the whole of the said  
decision

Sd: M. Ratna Ammal  
Appellant above named.

In the  
Federal  
Court of  
Malaysia  
(Appellate  
Jurisdiction)

—  
No.23  
Notice of  
Appeal  
(continued)  
(undated)

To:

The Chief Registrar,  
The Federal Courts,  
Kuala Lumpur

and to

The Registrar,  
The High Court in Malaya at  
Penang

and to

Tan Chow Soo, the Respondent  
above named or his Solicitors  
M/s. Lim, Lim & Oon,  
Advocates & Solicitors,  
Church Street,  
Penang.

10

Address for service on the Appellant  
is at No.19, Scotland Road, Penang,  
Appellant in Person.

No. 24  
MEMORANDUM OF APPEAL

In the  
Federal  
Court of  
Malaysia  
  
(Appellate  
Jurisdiction)

—————  
No.24  
Memorandum  
of Appeal  
2nd September  
1966

Ex. P.1A

Ratna Ammal daughter of Veerasingam, the Appellant above named appeals to the Federal Court against the whole of the decision of the Honourable Mr. Justice Raja Azlan Shah given at Penang on the 25th day of June 1966 on the following grounds.

- 10 1. The learned judge misdirected himself as to the nature of the burden of proof on the Respondent on the question of whether the cheque P.1A was tainted with illegality, that is, whether there was a criminal conspiracy.
- 20 2. The learned judge misdirected himself and erred in holding that if the allegation made by the Respondent is true it would constitute an offence of criminal conspiracy and the alleged agreement between Lee Yim Wah (D.W.2), Ratnavale and the barter owners was to commit a crime under Section 3(a) of the Prevention of Corruption Act 1961. He failed to direct his mind to or alternatively failed to attach sufficient importance to the fact
- 30 (i) that these negotiations regarding the Respondent are alleged to have taken place in or about August 1960
- (ii) that Ratnavale ceased to be the Assistant Controller of Foreign Exchange on 19th July 1960
- 40 (iii) that the cheque P.1A for \$50,000/- was issued by the Respondent in January 1961

In the  
Federal  
Court of  
Malaysia  
(Appellate  
Jurisdiction)

No.24  
Memorandum  
of Appeal  
(continued)  
2nd September  
1966

- (iv) that the permit relating to these barter rights was issued by the Controller of Trade Division, Ministry of Commerce at Kuala Lumpur in May 1960
- (v) that these barter rights were sold in July 1961
- (vi) that the Prevention of Corruption Act 1961 was enacted only on the 16th day of November 1961 and was not in force when all these alleged transactions took place. 10
3. The learned judge misdirected himself in holding that the evidence of what Ratnavale had told the Respondent and Lee Yim Wah (D.W.2) was admissible and that the omission to call Ratnavale as a witness would only affect the weight of D.W.2's evidence and no more. 20
- He should have rejected all such evidence as hearsay. He should have further held that the evidence relating to other alleged transactions between D.W.2. and Ratnavale was irrelevant and inadmissible. 30
4. The learned judge misdirected himself in holding that the Respondent was connected with Chop Guan Cheong and that that evidence had not been challenged. He failed to direct his mind to or alternatively failed to attach sufficient importance to the fact 40

(i) that Lee Yim Wah (D.W.2) was cross-examined as to the proprietorship of Chop Guan Cheong

(ii) that one Tan Guan Pat is registered as the sole proprietor of Chop Guan Cheong under the Business Registration Ordinance

10 (iii) that the Respondent did not call Tan Guan Pat or produce any other evidence to prove that he had any interest in Chop Guan Cheong

(iv) that no evidence was adduced to show that Chop Guan Cheong had any barter rights.

5. The learned judge misdirected himself in stating that permits for the export of  
20 goods to Indonesia were obtained from the Office of the Controller of Foreign Exchange, Penang. Such permits were issued only by the Controller of Trade Division, Ministry of Commerce in Kuala Lumpur.

6. In holding that it was a little strange for the Plaintiff who was enjoying overdraft facilities with her bank  
30 to lend to the Respondent, who was also enjoying similar overdraft facilities but for a bigger sum and in analysing the credit items on pages 6 and 7 of Ex.P11 the learned judge failed to direct his mind or alternatively failed to attach sufficient importance to the fact

40 (i) that the Respondent had falsely claimed that he was in affluent circumstances in January 1961 and that his average credit balance with the bank was \$180,000/-

(ii) that in fact in December 1960 and January 1961 the Respondent had exceeded his over-draft on the

In the  
Federal  
Court of  
Malaysia  
(Appellate  
Jurisdiction)

\_\_\_\_\_  
No.24

Memorandum  
of Appeal

(continued)

2nd September  
1966

Ex.P11

In the  
Federal  
Court of  
Malaysia  
(Appellate  
Jurisdiction)

—————  
No.24  
Memorandum  
of Appeal  
(continued)  
2nd September  
1966

- bank and other monies were due to the bank from him on bills
- (iii) that the Respondent had admitted that he had borrowed from the Plaintiff the sum of \$25,000/- per cheque Ex.D6 which was credited to his account on the 23rd January 1961 10
- Ex.D6
7. The learned judge failed to appreciate the full effect of or alternatively failed to attach sufficient importance to the discrepancies and contradictions in the evidence of the Respondent and D.W.2 particularly in relation to the alleged payments of the sums of \$20,500/- and \$20,878/19 to Ratnavale And the statutory Ex.P10 declaration (Ex.P.10) 20
8. In holding that no evidence was led to substantiate the Appellant's averment as to her wealth the learned judge failed to direct his mind to or alternatively failed to attach sufficient importance to 30
- (i) her evidence that she had properties or estates in Tampin, Penang, Kuala Lumpur and Gemas
- (ii) the evidence that the O.C.B.C. bank had given her overdraft facilities to the extent of \$80,000/- on the security of her Scotland Road, Penang house alone 40

(iii) the fact that on the admission of the Respondent alone she had lent to him the sum of \$25,000/- per Ex. D6 in January 1961

(iv) the fact that no evidence was led to substantiate the Respondent's averment that he had any barter rights let alone to the extent of \$1,400,000/-.

10

9. In holding that the proposition that a series of loans for so large an amount within a short space of time was requested and granted "not only strikes the mind with utter amazement but also to the point of incredulity" the learned judge failed to direct his mind to the fact that until early 1963 the Appellant and the Respondent were associated in a series of legitimate business transactions involving several hundreds of thousands of dollars and that a series of litigation have arisen between the parties in the High Court at Penang.

20

In the  
Federal  
Court of  
Malaysia  
(Appellate  
Jurisdiction)

\_\_\_\_\_  
No.24

Memorandum  
of Appeal

(continued)

2nd September  
1966

DATED this 2nd day of September 1966

V. RATNA ANMAL  
Appellant

To: The Registrar  
Federal Court,  
30 Kuala Lumpur.

and to:

Tan Chow Soo the Respondent  
above named or his solicitors  
Messrs. Lim, Lim & Oon of  
Church Street, Penang.

The address for service of the Appellant  
is 19, Scotland Road, Penang.

No.25

In the  
Federal  
Court of  
Malaysia  
(Appellate  
Jurisdiction)

NOTES OF ARGUMENT, AZMI,  
CHIEF JUSTICE, MALAYA  
6th December 1966

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—————  
No.25

Notes of  
Argument  
Azmi,  
Chief Justice  
Malaya,  
6th December  
1966

Coram: Azmi, Chief Justice, Malaya,  
Pike, Chief Justice, Borneo,  
S. M. Yong, J.

Penang, 6th December 1966

R.R. Chelliah for Appellant

C.O. Lim for Respondent

Chelliah: Appellant's case a cheque drawn by Respondent as drawee of a cheque 10

Cheque dishonoured, payment stopped by Respondent.

See paragraph 1 of Statement of Claim at page 12 of Record.

Holder of cheque deemed to be holder for value.

Sec. 29 of Bills of Exchange Ordinance 1949.

Sec. 30. 20

29.

All appellant has to do was to show she held cheque.

She need not prove she gave value - presumption.

She gave evidence she gave value i.e. prior to giving cheque, she lent respondent \$50,000 - vide D5, D6, and D7 of \$49,000 and \$1,000 cash.

D5, D6, and  
D7

Ex.D5

Cheque - D5 - p.132 - date 13.6.1961 = \$9,000/- 30

69.

	D6 - Cash Cheque - 21.1.61 for \$25,000/-	Ex. D6	In the Federal
	D7 - Cash cheque for 23.1.61 = \$15,000/-	Ex. D7	Court of Malaysia (Appellate Jurisdiction)
	Appellant's evidence page 57 - how she got cheque Pl.	Ex. Pl	
	Respondent admitted he was drawee of P l A.	Ex. PlA	No.25 Notes of Argument Azmi, Chief Justice, Malaya
10	But he claimed he gave to Ratnavale - son of defendant for <u>illegal consideration.</u>		(continued)
	See para. 1 and 2 defence - page 15.		6th December 1966
	Respondent's evidence pages 28, 29, 30, 31 (top).		
	That was evidence alleging illegality.		
	Under cross-examination - p.35 - D - admitted cheque of \$25,000 credited to his account.		
	Cheques D5 and D7 - admitted cashing cheques for Ratnavale.		Ex. D5 D7
20	Denied money went to Defendant.		
	D.7 - said he cashed it for Ratnavale.		Ex.D7
	Trial Judge held cheques given for illegal consideration.		
	Grounds of appeal p.1.		
	Burden on Respondent to prove cheques were tainted with illegality, answer - agreement with her was to give to Ratnavale to show favour - for favour to be shown by Ratnavale.		
30	Standard of proof to prove claim in civil suit - preponderance of evidence or beyond reasonable doubt.		
	<u>See A.L.N. Narayanan Chettyar and anor. v. Official Assignee, High Court Rangoon</u>		

In the  
Federal  
Court of  
Malaysia  
(Appellate  
Jurisdiction)

No.25

Notes of  
Argument  
Azmi,  
Chief  
Justice,  
Malaya

(continued)

6th December  
1966

and another - 1941 A.I.R. - P.C.93.

Head note - 93.

Page 95 - Aitkin - right column -  
"Fraud of this nature like any other  
charge of a criminal offence whether  
made in civil or criminal proceedings,  
must be established beyond reasonable  
doubt."

People of the State of New York v. Heirs  
of the late John M. Phillips and Others.  
1939 (3) All E.R. 952.

10

Page 955 "The trial Judge, Mercier, J.,  
considered afresh the whole of the  
evidence. The only complaint made of  
his judgment in point of law is  
that he laid down that there was a heavy  
onus on the plaintiffs and that it was  
necessary for them to prove their case  
clearly as they would have to prove it  
in a criminal proceeding. Their Lord-  
ships consider this criticism to be ill-  
founded. The proposition of the judge  
has been laid down time and again in the  
Courts of this country; and it appears to  
be just and in strict accordance with  
the law."

20

Nederlandsche Handel-Maatschappij N.V.  
(Netherlands Trading Society) v. Koh  
Kim Guan - 1959 M.L.J. 173. Page 174  
left column - "Until the recent case of  
....." page 175.

30

Tan Chye Chew & Anor. v. Eastern Mining  
& Metals Co. Ltd. - 1965 (1) M.L.J. 201 -  
202.

Ex.D4

Grounds of judgment - page 75 - line D4  
but see page 100.

Judge misdirected himself as to burden  
of proof.

Ground 2.

Judgment - page 77

79

80

Even if these allegations are true,  
they do not amount to an offence.

Date of negotiation - August 1960 -  
See p.16 - B.

He repeats at page 22 - para. 5.

Page 29 - C 4 to E 1 -

Ex.C4  
to E1

That was in March and April 1960.

P.30 - B3 - took him to see  
Ratnavale at end of July 1960  
or August.

See also page 39 - para. C.

"If not in 1961, probably in mid-1960"

See page 44 - D.

See also C Ratnavale left Government  
service in July.

See page 130.

Confirmed by mother page 56 line B - 3

Cheque P 1 A - for \$50,000 dated 24.1.1961.

It was therefore signed after he left  
service.

P.31 - Defendant's evidence - D 1 as to  
signing cheque P 1 A.

Ex. P1A

Page 33 - D. 1 Agreement to give security  
on 19.1.1961.

Page 44 F 3 - barter rights were sold in July  
1961.

It was issued in May 1960.

Security given in January 1961.

In the  
Federal  
Court of  
Malaysia  
(Appellate  
Jurisdiction)

No.25

Notes of  
Argument  
Azmi,  
Chief  
Justice,  
Malaya

(Continued)

6th December  
1966

10

20

30

In the  
Federal  
Court of  
Malaysia  
(Appellate  
Jurisdiction)

No.25

Notes of  
Argument  
Azmi,  
Chief  
Justice,  
Malaya

(continued)

6th December  
1966

Rights sold in July 1960.

See page 33 and supported by D.W.1 at page 44.

Prevention of Corruption Act was brought on from 1961.

Rights not sold yet until January.

(Yong J. points counsel to sec. 162 - Penal Code).

Halsbury 3rd Edition - Vol:8 at page 127 - para.

10

220 - if act can be done in one or two ways, law presumes against illegality.

Paragraph 3 of Ground of Appeal.

Page 89 - line C.4.

Respondent at page 30 line D 1.

"Up to that time I had not met Ratnavale. ....

Ratnavale asked for security in the sum of \$50,000 to \$60,000" at page 31. Not admissible.

20

Page 40 - 41 - 42D - page 48 A 3 to D.

What a person says whether a party or witness is not admissible to prove truth of what is said.

See P.P. v. Subramaniam - 1956 M.L.J. 200.

Evidence at page 42.

What other people paid to Ratnavale was irrelevant and prejudicial.

Sd: Azmi

30

Adjourned 10.30 a.m. tomorrow Sd: Azmi.

7th December 1966

Counsel as before.

Chelliah: Ground 4.

Reference Ground of Judgment at page 76.

"Having stated the law, I shall now consider the facts ..... That evidence had not been challenged, and I accept it as it stands."

10

Page 81 - "D.W.2 went to look for such traders who owned barter rights and found 11 such people including the Defendant. .... such rights would fetch a profit of between \$500,000 and \$600,000."

Page 87 - E 4 "Fifthly, it was argued that in assessing the value of the evidence of both the Defendant and Lee Yim Wah ..... they possessed \$1,400,000 worth of barter rights."

20

Evidence of Respondent:

Page 28 - F.4 "In para. 1 of statement of defence I had barter rights amounting to \$1,400,000..... another shop of mine, at No. 48 Prangin Road, Penang."

Page 46 F. 3.

Page 47 - E 5 "I know Tan Guan Pat. He is the sole proprietor of Chop Guan Cheong under the Business Registration Ordinance,..... These barter rights belong to this Company."

30

From above Tan Guan Pat was the sole proprietor and he was not called as business (Chop)

P.W. 2's evidence as to effect that Respondent was partner was merely hearsay.

In the Federal Court of Malaysia (Appellate Jurisdiction)

No.25

Notes of Argument Azmi, Chief Justice, Malaya

(continued)

7th December 1966

Sic

In the  
Federal  
Court of  
Malaysia  
(Appellate  
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No.25

Notes of  
Argument  
Azmi,  
Chief  
Justice,  
Malaya

(continued)

7th December  
1966

Respondent himself did not refer himself as a partner - he called this business as his own. Business Registration Ordinance 1956 - No. 47/56 section 8(1).

No documentary evidence produced to show Respondent was connected with the Chop.

No evidence to show this Chop has any barter rights.

Refers to T.S. Murugesam Pillai v. M.D. Gnana Sambandha Pandara Sannadhi and others. 1917 A.I.R. P.C. 6.

10

Head Note (c).

Page 8 final column - "A" practice has grown up in Indian procedure of those in possession of important documents or information lying by, trusting to the abstract doctrine of the onus of proof, and failing accordingly to furnish to the Courts the best material for its decision....."

20

1916 All I.R. P.C. 256 Ram Parkash Das v. Anand Das and Others.

Page 260 "As to the books, they have not been produced for any period which is critical in this case. .... is available as a witness, and is not called. ....material particulars with regard to this issue having been available to the defendants and not led..... is not....." Judge's judgment - page 88 "It is therefore highly probable to my mind that the barter rights to Chop Guan Cheong were worth \$1,400,000."

30

I submit I am unable to follow logic of Judge's reasoning on that point.

Ground 5

Judgment p.77 line C -

"However, such goods could only be exported if they could obtain a permit from the office of the Controller of Foreign Exchange, Penang. The Assistant Controller in charge of foreign exchange in Penang at the time was one Mahalingam Ratnavale."

In the  
Federal  
Court of  
Malaysia  
(Appellate  
Jurisdiction)

10 Page 44 "Permit granted by the Controller of Trade Division, Ministry of Commerce at Kuala Lumpur in May 1960."

Controller of Foreign Exchange has nothing to do with issue of permits - No transfer of money involved.

Page 28 D "The purchase price for these goods consisted of 70 per cent in cash .....cloth-barter trade."

Ground 6.

Judgment P.96 - 97.

Page 98.

20 Page 37 - D 3.

But then see page 53 - Cashier's evidence at line E. 2 "Between December 1960 and January 1961 our accounts with the Dutch Bank were not overdrawn."

His counsel asked that record be struck off.

See page 55.

30 Respondent not appellant had overdraft but at page 240 - shows overdraft of \$177,536.02.

Again see page 241 - overdraft at \$184,089.63.

Particularly overdraft at \$196,594.17 and \$188,788.05.

Respondent had overdrawn - his limit to borrow being \$150,000.00.

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No.25

Notes of  
Argument  
Azmi,  
Chief  
Justice,  
Malaya

(continued)  
7th December  
1966

In the  
Federal  
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Malaysia  
(Appellate  
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No.25

Notes of  
Argument  
Azmi,  
Chief  
Justice,  
Malaya  
(continued)  
7th December  
1966

Ex. D6  
Ex.D7

Page 67 - 68.

We find overdraft exceeded. Therefore Judge's remarks why should Respondent have borrowed when his overdraft facilities at bank are available. You see Respondent had exceeded his overdraft.

Page 242 shows on 12th January his overdraft was at \$190,805.69.

It was on 13th January loan brought down by payment of \$10,000 cash. 10

After 13th January overdraft shoots up on 16th to \$185,050.85.

Next page 243 - on 20th January it shot up to \$188,788.05.

On January 23rd - cheque \$25,000 was paid i.e. cheque D.6.

D.7 was given on 23rd January.

See \$16,800.00 through in cash and that brought balance to \$144,990.05. 20

Another aspect of this ground p.2.

Judge failed to understand receipt \$10,000 - after paying \$25,000.

1 p.m. Sd: Azmi

Adjourned to 2.15 p.m. Sd: Azmi

Counsel as before.

Chelliah: Ground 8:

Judgment - p. 90 C - D.

p. 93 C - D.

p. 97. 30

Judge came to conclusion she had no money.

Trial Judge had overlooked fact she issued cheques amounting to \$49,000 within course from 13th January to 23rd January and cheques were honoured.

D 5 and D 7 - cashed by cashier of respondent and given to Ratnavale.

Ex.D5  
D7

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Why should he have done it when Respondent was not so friendly with Ratnavale.

No.25

Judge at 94 - 95.

Notes of  
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Azmi,  
Chief  
Justice,  
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10

I say: What more can be said on that point?

Appellant's evidence page 58 bottom page.

(continued)

It is true she was not able to give details of the profession but you cannot expect that from an Asian woman.

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But at page 61 she said she had overdraft facilities at the Overseas Chinese Banking Corpn. I submit her evidence more cogent on the other hand Judge too readily accepted evidence of Respondent he had \$1,400,000.

20

I respectfully aver it could be shown that she had overdraft facilities up to \$80,000. Her evidence should be accepted and Judge therefore misdirected himself on evidence she had no money.

Ground 7.

P.W.2 - his evidence.

But look at his declaration on May 1963.

30

Once a person is found telling a lie then the rest of his evidence must be treated with care and suspicion.

See Mohamed Ali -v- Public Prosecutor -  
1962 M.L.J. 230 at 231.

Applying these principles this man's evidence is useless.

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Page 45 - F. 3.

Page 48.

Judge dealing with above at page 86 F.

Once a witness is caught lying, his  
evidence is of no use. Yuill v. Yuill -  
1945 (1) All E.R. 183 at page 189.

"If it can be demonstrated to conviction  
that a witness whose demeanour has  
been praised by the trial Judge has on  
some collateral matter deliberately  
given an untrue answer, the favourable  
view formed by the judge as to his  
demeanour must necessarily lose its  
value." 10

Apart from Statutory Declaration:

Page 17.

Respondent repeats that at page 22 -  
para. 5 at 23, repeating what he said  
in his defence.

Page 30. 20

Page 33.

i.e. up to that time.

But D.W.2's evidence at page 43 E.4.

On cross-examination at page 45 -  
\$20,500/- had no connection with this  
case but with barter trade in 1947 and  
paid in 1960.

Page 29 - D.4

Respondent and D.W.2 contradicted  
each other. 30

Judge deals with contradiction at  
page 86.

Page 86 C 1 - Judge was wrong there

because P.W.2 said the \$20,500 had nothing to do with this sum.

At E - F it was Ratnavale would do nothing without payment.

I submit that Judge's finding cannot be applied.

(Page 45 B. 4 - "Money was paid towards end of 1960" said by P.W.2)

Ground 9.

10 Close relationship between Appellant and Respondent.

(Lim: Not appellant. Close relationship between Respondent and Ratnavale.)

See P.W.4 - 52 - D. 4.

See page 146.

20 In conclusion I submit Judge was wrong in holding cheque tainted with illegality and in view of his misdirection of facts and weight attached to evidence and standard of proof required in this case - admissibility of evidence - I therefore submit his judgment cannot be upheld.

Presumption in favour of Appellant as to cheque.

Sd: Azmi.

In answer to Chief Justice Borneo's question:

Matter of convenience for withdrawal of the 3 other cheques and issuing one.

Lapse of time does not affect drawee of cheque.

30 Lim: In reply to Ground 1.

Judge's judgment - "higher standard of proof".

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Page 75 - E - Judge realizes the correct standard.

At page 100 Judge must have had in mind that high standard.

I submit Judge had in mind that regard - that high standard of proof required in Narayanan's case.

Evidence by Respondent disclosed offence under sec. 162 of the Penal Code - even an ex-Government servant may commit this offence. 10

I take full blame for misguiding Judge in respect the Corruption Act to Act of 1961. But before this Ordinance, we had already a Prevention of Corruption Ordinance No.17 of 1950. Sec. 4 of 1961 Act is similar to sec. 3 of 1950 Ordinance.

Page 31 line E. 4 - Counsel informed Court his case was based on fact cheque was handed direct by Respondent. 20

I will come back to this.

Reference Ground 3.

Our court believes there was a conspiracy then.

Sec. 10 of evidence Ordinance applies. Under this section everything said by Ratnavale is not hearsay but is relevant under sec. 10. 30

No cross examination.

Ground of Judgment -

Evidence of witnesses of Court below was not challenged.

Ground 4.

Respondent said he had an interest - it was

not challenged e.g. at Page 47 E 5 - Respondent also says himself at page 29 - top - No. 48 Prangin Road is address of both Chop Guan Cheong and other. It is late in the day for Appellant to cry against not knowing this or that evidence. Evidence of the Respondent was not challenged at the trial.

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Ground 5.

It does not matter Court referred to wrong department but sufficient if Court believed a corrupt plan was conceived by the party to bribe some Government officer.

Notes of Argument Azmi, Chief Justice, Malaya

(continued)

7th December 1966

I submit this ground has no substance.

Ground 6.

20

(i) Defendant admitted he made a mistake. It was my fault in thinking the figure in the accounts was in credit.

(ii) Counsel in Court below called P.W.2. Page 68 - total facilities = \$300,000 i.e. current and bills.

(iii) No admission that Respondent borrowed \$25,000/- it was a mistake.

Page 35 - Defendant admitted cheque went into his account.

Page 37 - Respondent explains at line D 1.

30

At the date of cheque Respondent has not yet met Ratnavale or his mother.

Ground 8.

Judge used unfortunate phrase at foot of page 97 F. 4.

I suggest Judge was not to be taken literally.

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What he meant she never lent him the money.

Appellant agreed at P. 63 - it was strange to give a loan of \$25,000 to a stranger.

Page 64 - D.

But D.W. 4 not cross-examined.

She admits it is strange for Defendant to borrow \$15,000/-.

Reference Counsel's submission Appellant being an Asian widow - page 65 - She is not so helpless - She could remember capital she put up.

10

Page 65 F.

I suggest she was lying therefore not to be believed.

Page 59 - top - She said she did not know value of her husband's property.

Ground 7.

Discrepancies, evidence between that of Respondent and D.W.2 in reference to \$20,500.

20

I admit discrepancy but I urge discrepancy immaterial.

I submit difficult to recount matters happening 4 to 5 years ago.

D.W.2 - Clear corruption runs throughout the transaction.

Page 86 Judge said "In my view I cannot read the said paragraph as disclosing a transaction that occurred on one single day. To succumb to that temptation would be to ignore reality."

30

Ground 9.

Cheque P.1 - was not negotiated until 13 months.

Respondent honouring bills.

She knew cheque had been countermanded.

Appeal on facts.

You should not set it aside.

Judge believed the Respondent.

I have forgotten to mention reference  
statutory declaration - page 234.

Circumstances under which P.10 stinks.  
I never said D.W.2 was a man of virtue.  
He admitted conspiring with these  
people.

Ratnavale must be a man of considerable  
attraction and agility.

Declaration made on 16.8.63 made at a  
solicitor's office.

It was sworn at Ipoh.

There was an attempt to strangle potential  
evidence.

Finally he had guts to make "faux pas".

My defence therefore:

(i) I say cheque was tainted and void.

(ii) She gave no consideration.

Finding by Judge on alternative defence  
is the question of facts.

I submit Appellant and Respondent were  
strangers at time of alleged incident.  
They never met.

I submit appeal should be dismissed with  
costs.

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Sd: Azmi.

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Ex. D4

Chelliah: Ground 1. - Halsbury 15th Vol. page  
272 paragraph 496. "Whether the same  
standard is necessary to prove an  
allegation of crime in civil proceedings  
is unsettled; .....but there are  
cases of high authority in which no more  
was demanded than proof by balance of  
probabilities."

Judge might have held the same view and  
might probably thought that a balance of  
probability sufficient.

10

Bank Nederlandsche Handel-Maatschappi N.V.  
1959 M.L.J. 173.

Ground 2.

In sec. 162 Penal Code. I am not persuing  
on that ground.

Ground 3. D.W.3 page 50 - Exh. D.4.  
We challenged this witness.

Ground 4 -

Lim is putting cart before horse.

20

Ground 5.

His witness should have known.

Ground 6.

He tried to impress Court he was well  
off at that time.

Page 67 - reference suggestion of over-  
draft of his \$300,000, but see page 67  
bottom where it is stated Soo Seng Co.  
exceeded its overdrafts.

Ground 8. Lim at page 67.

30

Her husband retired in 1945 and did not  
die in 1955.

Ground 7: Discrepancies supporting.

Ground 9: He did not stop payment until  
1963.

He sold barter rights in 1961. See page  
73 of Record.

He should stop payment in March.

Sd: Azmi

C. A. V.

2nd March 1967

10 Coram: Barakbah, Lord President, Malaysia,  
Azmi, Chief Justice, Malaya,  
Yong, J.

Chelliah for Appellant,

Lim for Respondent.

Appeal allowed.

Deposit to Appellant.

Sd: AZMI.

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Respondent admitted he was drawer of cheque P.1A for \$50,000 but claimed given to Ratnavale for illegal consideration see defence page.15, paragraphs 1 and 2.

Ex.  
P1A

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Under cross-examination he later admitted that cheque for \$25,000 D.6 was credited to my account.

Ex.  
D.6

\_\_\_\_\_  
No.26

10 At page 51 D.W.4 admits cashing D.5 and D.7 for Ratnavale but said he gave cash to Ratnavale.

Ex.D5  
D.7

Notes of  
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Refers to grounds of appeal - reads ground 1.

Burden of proving illegality was in respondent - sections 29 and 30, Bills of Ex. Ord.

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Alleged that agreement between Ratnavale and Defendant to pay Ratnavale commission for favour to be shown to Defendant for what was allegedly a crime - criminal conspiracy.

20 Standard of proof when crime alleged in civil suit is not normal balance of probability - there must be a preponderance of probability or beyond reasonable doubt.

Narayan Chettiah v. Off-Assignee (1941) A.I.R. P.C.93.

Reads headnote - fraud must be proved beyond reasonable doubt.

Reads page 955 - Lord Atkin - line 11 of right column.

30 People of State of New York v. Heirs of late John M. Phillips and Others (1939) 3 A.E.R. 952 at page 955.

Reads last paragraph on page 955.

Refers to Nederlandsche Handel-Maatschappij (1959) M.L.J. 173.

At page 174, 4th paragraph of judgment.

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Where a criminal charge is alleged in a civil case high standard of proof is required.

Tan Chye Chew and another v. Eastern Mining & Metals Co. Ltd. (1965) 1 M.L.J. 201.

Refers to page 75, E. 3-G and page 100, B.3-5.

Judge has misdirected himself on standard of proof. 10

Ground 2 reads.

Even if facts alleged they would not amount to an offence - certainly not under section 3(a) of P. of C. Act.

Page 16, para.2 - August 1960.

Page 22, para. 5 - August 1960.

Page 29, line C.4 - March or April 1960.

Page 30, line B.3 - July or August 1960.

D.W.2 page 39, line D.4 - 1961 or mid-1960.

Page 44, line C-5. 20

Ratnavale left Government service in July 1960.

Cheque for \$50,000 (P.1A) issued January 1961 at page 127.

On facts of this case he has not committed offence because he was no longer a Government servant.

Ex. D

Page 31 - D. cheque signed on 19/1/61.

Ex. D1

Page 33 - D.1 agreed to give security on 19/1/61.

Permit was issued in May 1960 - should it be 1961. 30

Barter rights sold in July 1961.

Prevention of Corruption Act only passed in November 1961.

Therefore could not be offence under this Act.

When there is a doubt whether transaction has been done legally or illegally there is presumption against illegality.

Halsbury 3rd Vol.8, page 127.

Ground 3 - Admissibility of evidence.

10 Page 89, line C.4.

Evidence on page 30, D.2 - page 31, A.2 not admissible.

Page 40 - A.1 - 42 C.5.

Page 48 - A.3 - D.2

What a person who is neither a party nor is not admissible as proof of the statements - see Subramaniam v. P.P. (1956) M.L.J.

For it was introduced to prove that Ratnavale had demanded the \$50,000.

20 What D.W.2 did for other people and what he received from other people is prejudicial and irrelevant.

Adjourned to 10.30 - 7.12.66.

- - - - -

Mr. Chelliah continues argument.

Ground 4:

Refers to page 76 of judgment.

" " " 81, 87 and 88.

" " " 28 and 29.

" " " 46 and 47.

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Clear from these passages that sole proprietor of Chop Guan Cheong was Tan Guan Pat.

Statement by D.W.2 that D.W.1 was a partner in firm is hearsay evidence.

D.W.1 did not say anything about being a partner of Tan Guan Pat.

Business Registration Ordinance, 1956,  
No. 47/56.

S 8(1) contract made by person not recorded in register as associate in business can be enforced. 10

No evidence to show that Chop Guan Cheong had any barter rights.

T.S. Murugesam Pillai v. Gnana Sambandha Pandara (1917) A.I. P.C.6.

Failure to produce account books justifies adverse inference being drawn against Defendants.

Reads headnote (c) and page 8 last paragraph and half 2nd column. 20

S. 114(b) Evidence Ordinance 1950.

Ramparkash Das vs. Anand Das and others (1916)  
A.I.R. P.C. 256.

Reads page 260 bottom right-hand column.

Refers to page 88 of judgment.

How does it follow that because D.W.1 a businessman therefore Chop Guan Cheong had barter rights worth \$1,400,000.

No basis for this finding on learned judge.

Ground 5:

Page 77 judge says at line C.1 goods could only be exported if they could obtain permit from Foreign Exchange, Penang. 30

In fact permit issued by Ministry of Commerce and Industry.

Controller of Foreign Exchange had nothing to do with issue of such permits.

Defendant to show that Foreign Exchange Controller was an agent of Ministry of Commerce and Industry.

10 Unless there is a Government Notification app. Exchange Controller as agent of Ministry of Commerce Court could not use its own knowledge of fact - and there is no evidence before Court of it.

Respondent must prove his case - and standard of proof of illegality is higher than mere balance of probability.

Ground 6:

Page 96, C.3 et. seq. of judgment and 97.

Page 98, B.2.

20 At Page 37 line D.3 - I was in affluent circumstances particularly in January 1961 - weekly average credit balance was \$100,000.

At page 53 he states accounts were not overdrawn.

Refers to pages 240-243.

Page 67 - this shows his overdraft facilities exceeded by \$30,000 to \$48,000.

Page 243 - 12/1/61 overdraft was \$190,805.69.

On 13/1 Plaintiff lent him \$10,000 - \$9,000 cheque and \$1,000 cash.

On 13/1 account is reduced by \$11,000 - \$10,000 in cash.

30 On 16/1 overdraft up to \$185,050.

On 20/1 overdraft up to \$188,788.

On 21/1 D.6 for \$25,000 was given by Plaintiff.

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On 23/1 D.7 for \$15,000 was given by Plaintiff.

By 24/1 overdraft brought down to \$144,990.

See entries of \$25,000 and \$16,800 on page 243.

Overdraft balance was thereby brought down to allowable maximum.

During period referred to by judge at page 96 Respondent had withdrawn \$56,000 while only \$46,000 had been paid in.

On 10/1 debit balance of \$134,000.

On 24/1 debit balance of \$144,000 including 10 the three payments.

Page 97 of judgment - B.2. - judge's conclusion would not apply if he was paying in money allegedly borrowed from Plaintiff.

More logical to infer that reduction of overdraft from \$184,000 to \$144,000 was due to respondent having obtained loans of \$50,000 from appellant.

D.6 - \$25,000 - pages 35 and 37.

Ex. D.6

Once admitted by defendant that cheque D.6 20 paid in his account he must give evidence to rebut that he did not benefit and that he gave cash for it.

Adjourned 1 p.m.

Resumed 2 p.m.

Mr. Chelliah continues -

Ground 8:

Page 90, C.4 - as to App. property.

Page 93, C.1.

Page 97, C.1.

Appellant had drawn cheques for \$49,000 within ten days and all had been honoured.

D.5 and D.7 - allegedly cashed by Respondent-cashier and he says he gave back money to Ratnavale.

Ex.D5  
D7

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If they were not friendly at this time how was Ratnavale able to get cash in such large amounts from D.W.1.

10 Page 94, C.4 - what more could Plaintiff say than that she handed cheques to Respondent.

Page 58, F.1 and page 61, F.1.

Evidence of her wealth was far better than evidence of respondent - barter rights yet judge says she gave no satisfactory evidence of her wealth.

Fact that she had ability to draw cheques for \$49,000 was all that was needed to prove she was a woman of some means.

20 Inference that judge drew that she was not able to lend money because she had none is not tenable.

Ground 7:

D.W.2's evidence, page 37 - Cf. statutory declaration on page 233.

This was made in August 1963 - yet he comes to Court and gives exactly opp. evidence and repudiates the affidavit.

30 When once witness's veracity has been shown to be doubtful evidence must be treated with care and suspicion.

Khoo Chye Hin v. P.P. (1961) H.L.N. 105 at 107.

Mohamed Ali v. P.P. (1962) M.L.J. 230 at page 231.

This witness has been found to have been lying - his whole evidence must be rejected as useless.

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Page 45 line F.3 and 46.

Page 48 line A 1.

D.W.2 says known Ratnavale 10 years and D.W.1  
20 years - which friendship is he now  
furthering.

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Page 86, F.1 and page 87.

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Not enough to consider evidence with caution -  
must reject it because here the whole of the  
evidence shown to be unreliable.

May have been impressed by demeanour. This 10  
is no use.

Yuill v. Yuill (1945) 1 A.E.R. 183.

At page 189 - If it can be demonstrated to  
conviction that a witness etc. etc.

Even in witness's own evidence and in  
respondent's evidence there are contra-  
dictions.

See page 17 - B.4 and 22 C.2.

Page 23 C.1.

Page 30 B.3 - up to 1960 July or August says he 20  
had not met Ratnavale.

Cf. page 33 B.4.

At page 43 D.W.2 also says he received  
\$20,878 and part of \$20,500 was paid to  
Ratnavale through me and balance direct  
to him.

But under cross-examination he says these  
payments had nothing to do with this case.

\$20,500 has no connection with barter rights  
or Ex.P.1A \$20,878 has no connection with 30  
P.1A.

If Respondent did not know Ratnavale until  
1960 what D.W.2 says about \$20,500 being paid

partly to him and partly direct to Ratnavale could not be true.

At page 86 judge says at line C.1.

₹20,500 said to have been paid in 1960 but Cf. D.W.2 evidence at page 34 line shows that Ratnavale would not do anything until security was given and security not given until 1961.

Page 45 D.W.2 says money paid toward end of 1960.

10 Ground 9:

It has been admitted by respondent that relationship was so close that they were involved in number of transactions up to 1963. Some of transactions as early as March 1961 - i.e. 2 months after the giving of cheques.

Respondent was paying out private bills of appellant.

Page 52 B.4.

Trial judge has misdirected himself on -

20 (a) facts

(b) inferences to be drawn from proved facts.

(c) admissibility of evidence

(d) weight to be attached to evidence of witnesses

(e) standard of proof to be required in cases when criminal offence alleged.

30 Bearing in mind presumptions in favour of holder of cheque and bearing in mind that burden of proof in respondent and that the burden is of high standard, the evidence did not show even in a balance of probability that cheque was tainted with illegality.

Mr. Lim replies:

Ground 1 - page 75 - "higher degree of probability"  
page 100 - "balance of probability".

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At 100 when he says "as is required in a case of this nature" and he meant the higher degree of probability which he mentioned at page 75.

Submit judge had in mind that requisite high standard of proof required when fraud or illegality alleged.

In view of my opening at page 71 judge had mind directed to need for higher standard of proof in fraud and illegality.

Ground 2

10

Refer to section 162 of Penal Code - clear that evidence adduced by respondent disclosed offence under that section - i.e. accepting or obtaining gratification - under this section need not be a government servant.

Take blame for having misled judge about the 1961 Prevention of Corruption Act - but in view of section 162 of Penal Code judge's error in this regard not material.

Section 4 of 1961 Act is practically word for word re-enactment of section 3 of old 1950 Ordinance.

20

Refers to page 31 E.4.

There is no presumption against illegality in this case.

Refers to page 127 Halsbury Vol.8, paragraph 220.

Ground 3 - Admissibility of what Ratnavale said to Defendant and D.W.2.

If from February or March 1960 there was a plan to violate Ord. 11/50 our law then section 10 of the Evidence Ordinance 1950.

30

Submit this section renders all evidence of D.W.1 and D.W.2., as to what Ratnavale said is admissible.

D.W.3 found by judge to be witness of truth.  
He wasn't cross-examined - see page 50.

Ground 4: - Admitted that under Registration of Business Names Ordinance is concerned Tan Guan Pat is sole proprietor.

Respondent however said it was one of his shops.

D.W.2. said at page 47 F. "he is in partnership with the Defendant".

10 Top of page 29 - "another shop of mine" - both shops at same address "48 Prangin Road", i.e. Chop Guan Cheong and Soo Seng Co.

Ground 5 - Doesn't matter if wrong Government department referred to if it is clear that corrupt plan was afoot to bribe some to issue a permit.

Ground 6 - Respondent was honest enough to admit he made a wrong statement. He was trying to recall affairs 5 years ago.

20 Don't agree that he exceeded his overdraft facilities - P.W.2. was only manager for 1962 and all he says is, I think, his overdraft facilities was \$150,000 and bills \$150,000 - his facilities was therefore really \$300,000.

His memory only went back to 1962.

No admission that he borrowed \$25,000 - at page 35 admits cheque for \$25,000 went into his account - but this doesn't mean it was a loan. On page 37 respondent explained that he got the cheque to encash.

30 When Ex.6 was issued respondent did not know appellant.

Ground 8 - Judge used unfortunate phrase - at page 97 in suggesting that plaintiff couldn't have lent money because "she had none".

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Nonsense to suggest she was helpless widow - see her evidence page 65, D. - details of raising of mortgage for \$1,161,000.

See also line F. of page 65.

For bank to advance this sum the properties must be worth over \$3,000,000.

She inherited this from a Government servant who died leaving her a millionaire.

She couldn't tell me what her husband's pay before he retired.

10

She gets widow's pension of \$95.50.

Ground 7 - Admit there are discrepancies but submit they are immaterial.

Does it matter how much Mr. Lee kept for himself and passed on to Ratnavale.

Witnesses were trying to recall events of 5 or 6 years ago.

But thread of corruption runs through this case - Clear evidence that Mr. Lee as agent for Mr. Ratnavale was funnelling money to R. in illegal transactions of a similar nature.

20

Judge rightly finds that this conspiracy was not formed overnight - occupied some months - from February/March 1960 - see page 86 A.4.

Reference to August was on instructions but as evidence given parties recalled actual dates.

Ground 9 - As from when were appellant and respondent so closely connected?

Why wasn't cheque P.1A not negotiated for 30 months - Respondent was paying bills for plaintiff and Ratnavale and R's wives - this was why cheque wasn't cashed.

30

It was respondent who stopped payment of cheque and plaintiff well knew it had been counter-manded.

Judges do best to weigh credibility of witnesses and basis of decision must be that they believe more in Mr. A. than Mr. B.

Judge has made many findings of fact and this appeal is attempt to go around these findings of fact.

Omitted to deal with question of statutory declaration by D.W.2. All I wish to say that circumstances under which made stink to high heaven.

D.W.2 starts off by admitting he has been guilty of illegal practices and his evidence must be viewed in this light.

Decl. made 16/8/63 - prepared by a solicitor in Ipoh - App. in hurry to get D.W.2 to make it.

Decl. purports to be made in Ipoh - but was signed in Penang as appears on face of it.

By second defence is that App. was not holder in due course - evidence is clear that appellant and respondent never met up to when Ex. P.1A was drawn.

Urge appeal be dismissed with costs.

Mr. Chelliah: in reply

Ground 1 - At page 272 of Vol. 15 of Halsbury there is statement that standard of proof required for proving criminal offence is unsettled and it does not mention the two cases I cited.

In (1959) M.L.J. page 173 the passage in Halsbury is referred to expressly and says that now it has been held there must be a preponderance of probability.

Ground 2 - Again in view of section 162 of Penal Code argument on this fails.

Ground 3 - D.W.3 was challenged as to Ex. D.4 - see page 50 - Appellant's counsel recalled D.W.3 to cross-examine on this cheque.

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(continued)

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Ex. P.1A

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Notes of  
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(continued)  
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Ground 6 - D.W.1 should have known what his bank balance was - difference between credit of \$180,000 and debit of \$190,000 is a mistake of some \$350,000 and more.

P.W.2's evidence does not mean respondent had facilities for \$300,000 -see pages 67 and 68 Soo Seng has exceeded his overdraft and other moneys due to bank on bills.

Fact that appellant mentioned \$1,161,000 is no evidence of her knowledge of her money affairs. 10  
It is clear it was put to her - vide the reference to the civil suit 123/63 in which she and son suing for it.

According to him he got his share of sale of barter rights in 1961 - if cheque was for security for this transaction why didn't he stop payment then and there and not waited till 1963 March.

No question of having guts to tell truth. 20  
D.W.2 changed tune by reason of advantage to his pocket.

C.A.V.

No. 27

NOTES OF ARGUMENT - DATO YONG J.  
6th December 1966

6th day of December 1966

Coram: Dato Azmi, C.J., Malaya  
Dato Pike, C.J., Borneo  
Dato Yong J.

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Notes of  
Argument  
Dato Yong,  
J.,  
6th December  
1966.

R.R. Chelliah for Appellant.

C.O. Lim for Respondent.

10 Chelliah:

Refers to Statement of Claim.

Every holder is deemed holder in due course.

See Section 29 Bills of Exchange Ordinance 1949.

By Section 30(2) every holder is deemed holder in due course.

Section 29(1) defines "Holder in due course."

She has to prove that the defendant was drawer of the cheque.

20 D-5, D-6 and D-7 given to the Defendant and \$1,000/- in cash - consideration.

Ex.D5 D6 D7

D-5 = Cheque for \$9,000/- (132)

Ex. D5

D-6 = cheque for \$25,000/- (133)

Ex. D6

D-7 = Cheque for \$15,000/- (134)

Ex. D7

\$1,000/- in cash. Total \$50,000/-.

Page 57 - refers to D5, D6 and D7.

Ex. D5 D6 D7

Defence admits that defendant was drawer of cheque but claims it was given to Ratnavele for illegal consideration. See pages 15, 16 and 17.

Refers to page 28 line F 4.

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Defendant alleging illegality.

Under cross-examination at page 35 line D5  
Defendant admitted receipt of cheque for  
\$25,000/- which he credited to his account.

DW4 admitted cashing the 2 cheques of  
\$15,000/- and \$9,000/- at page 51.

Submits:

Appeal Ground 1: Burden of proof on the  
Defendant. See Section 29, Bills of Exchange.  
Whether the cheque was tainted with illegality. 10

See Narayanan Chettiar vs. Official Assignee,  
1941 A.I.R. PC.95.

Must prove beyond reasonable doubt. Cannot  
be based on suspicion or conjecture. (at  
page 95, line 12).

Also 1939 AER. 952 - (955) last para of that  
page.

Local Courts: In 1959 M.L.J. 173, it was held  
that the charge of fraud must be proved beyond  
reasonable doubt. A high standard of proof  
(in cases where fraud is alleged), must be proved. 20

Tan Chye Chew vs. Eastern Mining and Metal Co.Ltd.  
1965 (1) M.L.J. 201 - held a high standard of  
proof is required in cases where fraud is alleged.

A preponderance of probabilities not sufficient.

See page 75.

Also page 100 line B3.

On Ground 2 of Appeal:

See page 77 line D5 and page 78. 30

Also page 79 line C4.

Even if illegality is true, it did not amount  
to a criminal offence.

See page 29 C 4

30 B 3

Page 39 B 4

44 C 5

Date of leaving Government Service was on 19.7.1960.

Cheque for \$50,000/- is P-1A, dated 24.1.61.

Rice sold only in July 1961.

10 Prevention of Corruption Act 1961 cannot be applied.

When questioned by Court, Chelliah agrees that he had not read Section 162 Penal Code.

Now admits it would be an offence under this Section if proved.

Halsbury - Volume 8 (3rd Edition) illegal promise - one of two ways of performing contract.

Refers to page 30 line D1 - This evidence not admissible.

20 Refers to page 40 line A1.

41 to 42.

See Subramaniam's case - 1956 M.L.J. 220.

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Adjourned to 10.30 a.m. for  
further submission by  
Chelliah.

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Ground 4

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Learned trial Judge misdirected himself in holding Respondent was not connected with Chop Guan Cheong.

(Continued)

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Refers to page 76 line B onwards.

81 line A onwards

87 line E "Fifthly....."

88

10

Contrast Plaintiffs evidence page 28 line F

46 line F3

47 line E5

Contrast evidence of Tan Guan Pat.

He was not called as a witness and he is proprietor of Chop Guan Cheong.

This may be hearsay evidence by him.

Refers to Section 8(1) Registration of Businesses Ordinance 1956.

No evidence that Chop Guan Cheong had any

20

bartered rights, least of all \$1,400,000/-  
bartered rights.

Murugason Pillai vs. Gnasambanthan K. 1917 AIR. PC -  
6

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Head Notes C on right hand corner.

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10 Inference under Section 114 G - when account  
books not produced.

Notes of  
Argument  
Dato Yong,  
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Ram Parkash Das vs. Anand Das & Others, 1916 AIR.  
PC. 256, at page 260. Account books not produced -  
the inference to be drawn against him.

(continued)

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Ground 5:

See page 77 C

44 G 1

Mistake by Judge; it is the Ministry of Commerce  
which issued the Permit and not the Foreign  
Exchange Department.

20 Ground 6:

See page 98 B2 - strictures by Judge.

37 D3 - Claim (defendant) to be affluent with  
weekly turnover of \$180,000/- credit balance.

Cf. C.O. Lim's application to strike out the  
evidence of his client (at page 53 F 4).

Defendant was recalled at page 55.

Defendant had to borrow money to bring his overdraft  
down to the permitted overdraft level.

Adjourned

30 Resumed at 2.15 p.m.

Ground 8: Will deal with Ground 8 first before  
Ground 7:

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See page 90 C4  
93 C1  
97 C1

Within 10 days she had lent \$49,000/-.

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The 2 cheques were cashed by Defendant's cashier.

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Argument  
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Page 94 C4

58 F1, 59 A1 onwards.

(continued)

Plaintiff relies on her son to run the business.

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Ground 7:

Refers to Page 232 - the whole affidavit  
contradicted his evidence in Court.

10

Khoon Chye Hin Case

1961 M.L.J. 105 (107)

1962 M.L.J. 230 (231)

Refers to page 45 F3 - signed declaration for  
sake of friendship.

48 C4 - "p 10 is a false one"  
admitted by witness.

86 F 4

1945 (1) AER - 183 (189)

20

Ground 9: Omnibus clause.

Chelliah sums up his whole case.

CO Lim addresses the Court.

On Ground 1:

Trial Judge did consider higher proof - Page  
75 E A.

Confirms this high degree at page 100 B3.

In deciding the case the trial Judge had this higher degree of probability in his mind. Shown: "as is required to be proved in a case of this nature."

This standard of proof was brought to Trial Judge's notice in C.O. Lim's address at page 71 F.

On Ground 2:

Gratification

- 10 One of Your Lordships (Yong J.) pointed out Section 162 Penal Code to Chelliah.

Trial Judge's mention of Corruption Act 1961 was as a result of my mistake, but nonetheless a crime has been committed under the Penal Code, Section 162.

Old Corruption Ordinance 1950 was replaced by new Corruption Act 1961.

Section 4 of 1961 Act is similar to Section 3 of the old Act of 1950.

- 20 On Ground 3:

Rejection of evidence as hearsay.

Section 10 Evidence Ordinance - things said or done by conspirators in reference to common intention is a relevant fact.

Evidence of defence unchallenged by the Plaintiff.

- 30 Ground 4:

Defendant did say he has an interest in Chop Guan Cheong, but this evidence was unchallenged. See page 47 F and page 29 A.

Late in the day now to challenge that Tan Guan Pat was not called and account books not put into evidence. Evidence was not challenged.

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Lim (continues)

Ground 5:

What does it matter if a wrong Department was mentioned, if in fact there was such a criminal conspiracy.

Ground 6:

Affluent circumstances - this was due to my mistake. The original account showing this item with "O.D" marked thereon had misled me. The amount was not shown in red as was done in other banks to show "debit".

10

P.W.2's evidence:

₹300,000/- overdraft facilities.  
₹150,000/- for overdraft, and  
₹150,000/- for bills.

He however assumed duties from 10.1.62 only.

No evidence that defendant borrowed ₹25,000/-.

Appellant's Counsel conceded that there was no evidence that he had borrowed ₹25,000/-.

Ground 8:

20

"After anxious consideration I cannot but come to the inevitable conclusion that she did not lend any money because she had none." (See page 97 F 4). This is a finding of fact by the trial Judge.

She calmly admitted at page 63 F4 "It was strange to give ₹25,000/- loan to a stranger" admitted by Plaintiff. See also page 64 C4.

She called Maha Syndicate as petty business (65 D1) and yet the business involved was ₹1,161,000/-. She was not so pathetic as described by her Counsel.

30

Government servant getting property worth more than ₹3 million when his pension was only ₹95.50 per month - something very fishy.

Lim (continues)

With that small salary received by her husband as a Government servant, and yet he died a millionaire. There must be something wrong with the Government Service or his dealings.

It was clear that through Lee (DW2), nearly \$1,000,000/- had been channelled to Ratnavelu.

Ground 9:

They waited 2½ years to claim the \$50,000, why?

10 When defendant demanded return of the cheque and was refused, he countermanded the cheque.

This was a finding of fact by trial Judge, who said he believed DW3 the clerk.

For years Lee Yim Wah (DW2) had been a collecting agent for Ratnavelu. He was not a paragon of virtue is admitted. His evidence must be treated for what it was worth.

20 Affidavit was prepared in Ipoh and sworn in Penang to snuff out the evidence of DW2. Clear intention to pervert course of justice by Appellant.

The Trial Judge had held that Plaintiff did not lend the money and there was therefore no consideration for P-1A, cheque for \$50,000/-. This is a finding of fact.

Why was the cheque not made "Account Payee" ? Reason obvious.

Chelliah in reply:

30 Halsbury, Volume 15 page 272 - confirms "balance of probabilities" and not higher degree of balance of probabilities.

1959 M.L.J. 173 deals with this passage in the Halsbury.

Admits Ground 2 is now flat in view of Section 162 of the Penal Code quoted by one of Your Lordships.

Judgment reserved. - Sd: S. M. YONG  
7.12.66.

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Federal Court of Appeal Holden at Penang,

On Thursday, the 2nd March 1967

Coram: Lord President of Malaysia Dato Syed Shah  
Barakbah, Chief Justice of Malaya,  
Dato Azmi bin Mohamed, & Dato S.M.Yong J.

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Federal Court Civil Appeal No. X 55/66 (being  
Penang Civil Suit No. 164/63).

Ratna Ammal d/o Veerasingam ... Appellant

Tan Chow Soo ... Respondent

Delivery of Judgment

10

Judgment of Azmi C.J., Malaya, read.  
Judgment of Pike C.J., Borneo, read.  
Yong J. concurred with judgment of Azmi C.J.

Appeal allowed.

Judgment for Appellant for \$50,000/- with  
interest at 6% per annum from date of Writ  
until satisfaction.

Respondent to pay the costs of this appeal  
and costs in Court below.

Sd: S. M. YONG

20

2.3.1967

No.28JUDGMENT OF AZMI, CHIEF JUSTICE, MALAYA

Coram: Azmi, Chief Justice, Malaya  
 Pike, Chief Justice, Borneo  
 Yong, Judge.

In the  
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\_\_\_\_\_  
 No.28

This is an appeal against the judgment of the High Court at Penang dismissing the appellant's claim against the respondent for \$50,000/- as a drawer of a cheque countermanded by the respondent.

Judgment  
 of Azmi,  
 Chief  
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10        The respondent admitted he was the drawer of the cheque Exh. P 1A but alleged that the cheque was given to one Mahalingam Ratnavale for an illegal consideration, namely in consideration of a promise by the said Ratnavale to obtain official approval in the export of goods to Indonesia.

Ex. P1A

On the above pleadings the burden of proof was therefore upon the respondent to prove that the cheque was so affected by illegality.

20        In his evidence the respondent stated that he was in the business of importer and exporter of goods, trading under the name of Chop Soo Seng. He exported goods to Sumatra and this business was done by barter but he held these barter rights in the name of another firm known as Chop Guan Cheong, which barter rights were according to him worth over a million dollars. To make use of these barter rights it was necessary to obtain a licence to export the goods from this country to Indonesia from the Malaysia Controller of Foreign Exchange. Through the initiative of a mutual friend Lee Yim Wah D.W.2, respondent met Ratnavale about the end of July or beginning of August 1960 in a Government Quarters occupied by Ratnavale.

30

40        The meeting of these three persons resulted in an agreement being made between them namely that Ratnavale and his group would obtain the necessary licence on a promise by the respondent to give them 75% of the barter rights possessed by Chop Guan Cheong and as a security for his part

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of the bargain the respondent gave a cheque Exh. P1A for \$50,000/- to Ratnavale through Lee Yim Wah on 19th January 1961. The cheque was a cash cheque and was not then dated and according to respondent, Ratnavale was to hold the cheque and not to make use of it without his previous permission. Subsequently, the date 24th January 1961 was inserted on the cheque and it was countermanded by the respondent by letter dated 5th July 1963. The respondent explained that he countermanded the cheque because he and Ratnavale had differences of opinion. But, however, he admitted that the barter rights had already been sold between 19th January and May or June 1961 by Lee Yim Wah in Singapore and according to his affidavit by the time he disposed of the barter rights for \$117,946.60 he had paid various sums totalling \$20,500/- to Ratnavale and that Ratnavale failed to return the cheque although he made frequent and repeated requests for it. (See paragraph 5 of respondent's affidavit dated 5th August 1963).

Ex. D4 D5  
Ex. D6

Ex. P1A  
Ex. D.5  
Ex. D.6 D.7

Ex. P.11

He was also cross-examined in reference to the following cheques: Exh. D.4 for \$3,000/-, Exh. D.5 for \$9,000/-, Exh. D.6 for \$25,000/- and Exh. D.7 for \$15,000/-. He denied however, previously seeing D.4 or D.5. He admitted however, that D.6 was paid into the account of Chop Soo Seng. He also denied that the appellant gave him Exh. D.7. He denied also that Exh. P.1A was given in consideration of the cheques D.5, D.6 and D.7 and cash of \$1,000/- on 13th January 1961. He admitted what he had at his bank at that time was merely overdraft facilities up to \$180,000/-. Incidentally it would be apparent from Exh. P.11 - Statement of Account that on the 20th January 1961, respondent's overdraft amounted to \$188,788.05. He had, therefore, exhausted his overdraft facilities.

D.W.2 Lee Yim Wah, said that he had known Ratnavale for a number of years. He said that he gave cheque P.1A to Ratnavale on the understanding that Ratnavale was not to pay it into his bank or use it without respondent's prior consent. He more or less corroborated respondent's

- story as to how Ratnavale and respondent came to the agreement in reference to the barter rights and that the cheque P.1A was given as security. He also said that the barter rights were sold in July 1961 in Singapore and the permit was granted by the Controller at Kuala Lumpur in May 1960, but stated that the amount of \$20,500/- paid to Ratnavale had nothing to do with P.1A. Lee admitted signing the statutory declaration Exh. D.10. In that declaration Lee Yim Wah D.W.2 referred to paragraph 5 of respondent's affidavit which dealt with the facts relating to the conspiracy, denying (1) he saw the defendant, (2) he acted as agent of Ratnavale or (3) that Ratnavale could or would use his influence to act in a manner set out in the said paragraph 5. He explained that the affidavit was intended to facilitate Ratnavale to sue the respondent but further stated that the contents were false and he knew that they were false. He finally stated that not only what he swore in Exh. P.10 was false but that he did not understand its contents.
- D.W.3 Koay Teik Choon who wrote out the cheque Exh. P.1A, stated that he did so on 19th January 1961 which he noted on the butt of the cheque. With reference to cheque Exh. D.4 he said that Ratnavale gave it to him to cash at the Bank.
- D.W.4 Lee Kim Seng stated that cheque P.5 was given to him by Ratnavale to cash and similarly with cheque Exh. P.7.
- In her evidence appellant stated that she gave exhibits D.4, D.5, D.6 and D.7 and \$1,000/- cash as a loan and in exchange for these the respondent gave her a cheque exh. P.1A.
- There are several grounds of appeal. I will first deal with these which in my view have no substance.
- One of these grounds was the fact that the learned Judge had misdirected himself as to the nature of burden of proof on the respondent on the question of whether the cheque in question was tainted with illegality. On this point the learned

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Ex.  
D10

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Ex.  
P.10

Ex.  
P1A

Ex.  
D.4

Ex.  
P.7

Ex.  
D4,  
D5, D6  
D7  
Ex. P1A

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Judge referred to this burden as "of a higher degree of probability". I have no doubt that the learned Judge has in mind a passage in the judgment of Lord Justice Denning in Bater v. Bater which (1) reads as follows:

"In criminal cases the charge must be proved beyond reasonable doubt but there may be degrees of proof within that standard. As Best C.J. and many other great judges have 10 said "in proportion as the crime is enormous, so ought the proof to be clear." So also in civil cases the case may be proved by a preponderance of probability, but there may be degrees of probability within that standard. The degree depends on the subject-matter. A civil court, when considering a charge of fraud, will naturally require for itself a higher degree of probability than that which it would require when asking if 20 negligence is established. It does not adopt so high a degree as a criminal court, even when it is considering a charge of a criminal nature; but it does require a degree of probability which is commensurate with the occasion."

Rose C.J. in Nederlandsche Handel-Mastachappie N.V. (Netherlands Trading Society) v. Koh Kim Guan (2) after citing the above 30 judgment of Lord Benning L.J. and that of Morris L.J. which referred to the judgment of Denning L.J. which I quoted in extenso, stated:-

"Whatever the precise formula adopted and whatever the theoretical position may be, it has long been the practice in countries where the English system of law operates for the courts, in civil cases, to require a high standard of proof in cases where 40 fraud is alleged."

For myself I would therefore say that the learned trial judge in referring to the burden of

- (1) 1951 P.35  
(2) 1959 M.L.J.173.

proof as that of a higher degree of probability has not misdirected himself.

Another ground of appeal was that the learned Judge on the question of illegality, referred to a law which at the time of the alleged act had not been brought into force. In my view however, a conspiracy to offer a Government servant gratification other than a legal remuneration as a motive or reward for doing an official act in exercise of his official functions is an offence under the Penal Code.

Another ground was that an alleged statement by Ratnavale as related in Court by the respondent and Lee Yim Wah D.W.2 was not relevant evidence, since Ratnavale was not called as a witness nor was he a party to the suit. In my view, however, that what Ratnavale stated or did, being, as alleged to be in reference to their common intention in the conspiracy are relevant under section 10 of the Evidence Enactment. When concert and connection between the persons alleged to be in the conspiracy have been sufficiently established, the statements, acts or declaration of each conspirator in reference to their common intention are admissible as evidence against the others.

In my view, there are however, two substantial grounds.

One was the failure of the learned trial Judge to consider adequately the fact that Ratnavale had left the Government service on the 19th July 1960. According to respondent he met Ratnavale the first time in connection with the alleged conspiracy about the end of July or the beginning of August 1960 at about 3 or 4 p.m. About that time Ratnavale had ceased to function as Assistant Controller. Lee Yim Wah also stated that he took respondent to Ratnavale's house the first time in connection with this matter about July or August. On this point the learned trial Judge disposed of this apparent discrepancy by stating as follows:-

"In my view I cannot read the paragraph as

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disclosing a transaction that occurred on one single day. To succumb to that temptation would be to ignore reality."

I confess I am unable to understand that the learned trial Judge meant.

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It is also unfortunate that no evidence was given by respondent as to when the necessary licence or licensee in connection with this matter were issued by the Controller of Foreign Exchange.

10

Another ground of appeal which might be considered now and in my view important in considering the previous point was as to the evidence of Lee Yim Wah. Lee swore a statutory declaration in which he said that what the respondent stated in his (respondent's) affidavit was not true. The relevant part of respondent's affidavit (paragraph 5) gave the facts of the alleged conspiracy and referred to the part in that conspiracy taken by Lee Yim Wah. It was this matter which Lee Yim Wah in his statutory declaration denied. But at the trial Lee Yim Wah corroborated what was alleged in paragraph 5 of respondent's affidavit in reference to the conspiracy. He explained that what he stated in his statutory declarations was not true and in fact he said he did not know what were the contents of the declaration.

20

In reference to this matter the learned Judge stated as follows:-

30

"In my view that declaration was made in contemplation that he (Lee Yim Wah) would not be made available as a witness in the present case. Since he was a witness in the present case his declaration may only be used as a previous statement. In the light of his explanation I have therefore to consider his whole evidence with caution."

In my view the learned Judge misdirected himself here. In my opinion if a witness made two contradictory statements on the same matter he must be held to perjure himself unless perhaps

40

10 he could satisfy the Court that there was compulsion or duress in the making of one. Therefore his evidence on this matter should be totally disregarded. It was in reference to the rest of his evidence which could still be considered, but with caution. So that in my view, the evidence of Lee Yim Wah in reference to the alleged conspiracy must be totally disregarded with the result that the Court was left to consider on the uncorroborated evidence of the respondent alone.

20 In considering the respondent's version of the story, the learned Judge appeared to consider as cogent piece of evidence in favour of him, the fact that he had bigger overdraft facilities than that enjoyed by the appellant. We know that is wrong because as I have pointed out previously the respondent had practically exhausted his overdraft facilities on 29th January 1961. And again there is some doubt as to whether on the date when the meeting took place, Ratnavale was still in office or not, and enjoyed the necessary influence. In the circumstances, I would come to the conclusion that the respondent had failed to prove his case. I would therefore allow the appeal and direct that judgment be entered in favour of the appellant for \$50,000/- and interest at the rate of 6% per annum from the date of the writ until satisfaction. The respondent will pay the costs of this appeal and the costs in the Court below.

30 Sd: Dato' Azmi bin Haji Mohamed  
CHIEF JUSTICE  
MALAYA

Penang

Date: 2nd March, 1967.

Mr. R. R. Chelliah for Appellant

MR. C.O. Lim for Respondent.

In the  
Federal  
Court of  
Malaysia  
(Appellate  
Jurisdiction)

-----  
No.28

Judgment  
of Azmi,  
Chief  
Justice,  
Malaya,  
(continued)

2nd March  
1967

In the  
Federal  
Court of  
Malaysia  
(Appellate  
Jurisdiction)

No.29

JUDGMENT OF PIKE, CHIEF JUSTICE, BORNEO  
dated 2nd March 1967

\_\_\_\_\_  
No.29

Coram: Azmi, Chief Justice, Malaya.  
Pike, Chief Justice, Borneo.  
Yong, Judge.

Judgment  
of Pike,  
Chief  
Justice,  
Borneo,  
2nd March,  
1967.

I have had the advantage of reading the judgment of the learned Chief Justice, Malaya, with which I find myself in substantial agreement. In only one respect do I differ from him. I have come to the conclusion that the learned judge misdirected himself as to the standard of proof required in a case such as this where fraud and criminal conspiracy was pleaded. 10

While the learned judge did use the expression at page 3 (page 75 of the record) of his judgment "a higher degree of probability" it seems to me that in the context in which it is used it means no more than a favourable balance of probability. When one speaks of a Court having to be satisfied on a balance of probability one means that the higher degree of probability favours the conclusion since, if the probabilities were equally balanced, the Court would not have been satisfied on a balance of probability. That this was all that can be read into those words "a higher degree of probability" seems strongly supported by the learned judge's further findings at page 28 of his judgment (page 100 of the record) where he says "Having reviewed the evidence as a whole, I am satisfied that on the balance of probability as is required to be proved in a case of this nature, the defendant has substantiated his claim that the cheque was given to Ratnavale and that at the time it was given it was tainted with illegality and is therefore void." 20 30

I am further reinforced in my opinion by an examination of the evidence upon which the learned judge could have been so satisfied. The defendant is a self-confessed rogue and his 40

10 principal witness Lee Yim Wah, and the only witness as to the conspiracy, is a self-confessed rogue and perjurer. The defendant's evidence was self-serving in revealing a criminal conspiracy which had occurred some two years previously and the existence of which would never have been brought to light if it had been possible by any other means to defeat the plaintiffs claim on the cheque and it must, therefore, be viewed with the utmost caution and Lee Yim Wah's must be wholly rejected.

What does this leave by way of reliable evidence on which any Court properly directed could be satisfied of the existence of this criminal conspiracy? The answer clearly is that it leaves insufficient to find in the defendant's favour even on a bare balance of probabilities.

20 In my opinion, on this ground alone the appeal should be allowed and I concur in the order which my Brother Azmi would make.

(Sgd.) P.E.H. PIKE

CHIEF JUSTICE,  
BORNEO

Delivered on 2nd March 1967

-----

In the  
Federal  
Court of  
Malaysia  
(Appellate  
Jurisdiction)

-----  
No.29

Judgment  
of Pike,  
Chief  
Justice,  
Borneo

(continued)

2nd March  
1967

In the  
Federal  
Court of  
Malaysia  
(Appellate  
Jurisdiction)

---

No.30

Judgment  
of Yong J.  
(Undated)

No.30

JUDGMENT OF YONG, J. (UNDATED)

Coram: Azmi, Chief Justice, Malaya  
Pike, Chief Justice, Borneo  
Yong, Judge

---

I have had the advantage of reading  
the judgment of Azmi, Chief Justice, Malaya,  
with which I concur.

Sd: DATO S.M. YONG

JUDGE

HIGH COURT OF MALAYA

1

25.3.1967

No.31

ORDER ALLOWING APPEAL  
2nd March 1967

---

In the  
Federal  
Court  
of  
Malaysia  
(Appellate  
Jurisdiction)

---

Coram: AZMI, CHIEF JUSTICE, HIGH COURT IN MALAYA  
PIKE, CHIEF JUSTICE, HIGH COURT IN BORNEO  
YONG, JUDGE, HIGH COURT IN MALAYA

---

No.31

In Open Court

This 2nd day of March, 1967

Order  
Allowing  
Appeal

2nd March  
1967

10 THIS APPEAL coming on for hearing on the  
6th and 7th day of December 1966 in the presence of  
Mr. R.R. Chelliah of Counsel for the above named  
Appellant and Mr. C.O. Lim of Counsel for the  
above named Respondent AND UPON READING the Record  
of Appeal filed herein AND UPON HEARING Counsel as  
aforesaid for the parties IT WAS ORDERED that this  
Appeal do stand adjourned for judgment and the  
same coming on for judgment this day in the presence  
of Counsel as aforesaid IT IS ORDERED that this  
Appeal be and is hereby allowed and that the  
judgment given by the Honourable Justice Raja  
20 Aslan Shah on the 25th day of June 1966 be and is  
hereby set aside AND IT IS FURTHER ORDERED that the  
Respondent do pay to the Appellant the sum  
\$50,000/- and interest thereon at the rate of six  
per cent per annum from the 11th day of July 1963  
to the date of realisation AND IT IS FURTHER ORDERED  
that the Respondent do pay to the Appellant the costs  
of this Appeal and of the proceedings in the Court  
below as taxed by the proper officer of the Court  
AND IT IS LASTLY ORDERED that the sum of \$500/-  
30 (Dollars Five hundred only) deposited in Court be  
refunded to the Appellant.

GIVEN under my hand and the Seal of the  
Court this 2nd day of March, 1967.

(Signed) Hamzah bin Dato Abdul Samah

CHIEF REGISTRAR,  
FEDERAL COURT, MALAYSIA

(L.S.)

In the  
Federal  
Court of  
Malaysia  
(Appellate  
Jurisdiction)

No. 32

AFFIDAVIT OF TAN CHOW SOO  
15th March 1967

---

-----  
No.32  
Affidavit of  
Tan Chow Soo  
15th March  
1967

I, TAN CHOW SOO of Chinese race and of full age of No.48 Prangin Road Penang solemnly and sincerely affirm and declare as follows:-

1. I am the Respondent above named.
2. On the 2nd day of March 1967, this Honourable Court delivered judgment allowing with costs the appeal of the Appellant from the judgment of the High Court at Penang in Civil Suit 1963 No. 164. 10
3. I am desirous of appealing to his Majesty the Yang di-Pertuan Agong against the allowing by this Court of the above appeal.
4. The said judgment is a final judgment or order in a civil matter where:-
  - (a) the matter in dispute in the appeal is of the value of over five thousand dollars:
  - (b) the appeal involves a claim or question to or respecting property or civil right of the value of over dollars five thousand; and
  - (c) the case is from its nature a fit one for appeal.
5. I am willing to undertake as a condition for leave to appeal to enter into good and sufficient security to the satisfaction of this Court in such sum as this Court may duly prescribe and to conform to any other conditions that may be duly imposed.
6. I also pray that this Honourable Court will be pleased to direct that pending the appeal, execution on the the said judgment of the 2nd day of March 1967 may be suspended. 30
7. I pray that this Honourable Court will be

pleased to grant me leave to appeal to His Majesty the Yang di-Pertuan Agong.

In the  
Federal  
Court of  
Malaysia  
(Appellate  
Jurisdiction)

AFFIRMED by the above named )  
TAN CHOW SOO at Penang this )  
15th day of March 1967 at ) Sd: TAN CHOW SOO  
11.35 a.m. through the )  
interpretation of Sd: )  
Ho Wai Kwong a Sworn )  
Interpreter of the Court. ) (in Chinese  
Characters)

-----  
No.32

10

Before me,

Sd: Ho Wai Kwong

Commissioner for Oaths,  
Supreme Court,  
Penang.

Affidavit  
of Tan Chow  
Soo

(continued)

15th March  
1967

20

I hereby certify that the above written Affidavit was read translated and explained by me Sd: Ho Wai Kwong a Sworn Interpreter of the Court to the deponent who seemed perfectly to understand it. declared to me that he did understand it and made his signature thereto in my presence.

Sd: Ho Wai Kwong

Sd: Ho Wai Kwong

Interpreter

Commissioner for Oaths  
Supreme Court,  
Penang.

This Affidavit is filed on behalf of the Respondent.



No. 34

ORDER GRANTING CONDITIONAL LEAVE  
TO APPEAL TO HIS MAJESTY THE YANG  
DI PERTUAN AGONG 19th April 1967

---

In the  
Federal  
Court of  
Malaysia  
(Appellate  
Jurisdiction)

---

Coram: SYED SHAH BARAKBAH,  
LORD PRESIDENT,  
FEDERAL COURT,  
MALAYSIA;  
  
AZMI, CHIEF JUSTICE  
HIGH COURT IN MALAYA;  
  
ONG, JUDGE,  
FEDRAL COURT,  
MALAYSIA

No.34  
Order  
granting  
Conditional  
Leave to  
Appeal to  
His Majesty  
the Yang di  
Pertuan  
Agong  
19th April  
1967

10

IN OPEN COURT

THIS 19th DAY OF APRIL, 1967

UPON MOTION made to this Court this day by  
Mr. C.O. Lim of Counsel for the Respondent above-  
named in the presence of Mr. R.R. Chelliah of  
Counsel for the Appellant above-named AND UPON  
READING the Notice of Motion dated the 3rd day  
of April 1967 and the Affidavit of Tan Chow Soo  
20 affirmed on the 15th day of March 1967 and filed  
herein AND UPON HEARING Counsel as aforesaid IT  
IS ORDERED that leave be and is hereby granted to the  
Respondent above named to appeal to His Majesty the  
Yang di-Pertuan Agong from the judgment of this  
Court given on the 2nd day of March 1967 upon the  
following conditions:-

- (1) that the Respondent above named do within  
two (2) weeks from the date hereof pay into  
Court the sum of \$5,000/- (Dollars Five  
30 thousand) as security for the due prosecution  
of the Appeal and the payment of all such  
costs as may become payable to the Appellant  
above-named in the event of the Respondent  
above named not obtaining an order granting  
him final leave to appeal or of the Appeal  
being dismissed for non-prosecution or of

In the  
Federal  
Court of  
Malaysia  
(Appellate  
Jurisdiction)

-----  
No.34

Order  
granting  
Conditional  
Leave to  
Appeal to  
His Majesty  
the Yang di  
Pertuan  
Agong

(continued)

19th April  
1967

His Majesty the Yang di-Pertuan Agong  
ordering the Respondent above named  
to pay the Appellant's costs of the  
Appeal as the case may be;

- (2) that the Respondent above named do within  
two (2) weeks from the date hereof pay  
into Court the sum of \$5,000/- (Dollars  
Five thousand only) as a condition for the  
suspension of the execution of the said  
judgment pending the appeal; and
- (3) that the Respondent above named do within  
the period of three (3) months from the  
date hereof take the necessary steps  
for the purpose of procuring the  
preparation of the Record and for  
despatch thereof to England.

10

AND IT IS FURTHER ORDERED that the costs  
of and incidental to this application be  
costs in the cause.

GIVEN under my hand and the seal of the  
Court this 19th day of April 1967

20

Sd: Hamzah bin Dato Abu Samah

Chief Registrar,  
Federal Court, Malaysia

No.35

ORDER GRANTING FINAL LEAVE TO APPEAL  
TO HIS MAJESTY THE YANG DI-PERTUAN AGONG  
7th August 1967

In the  
Federal  
Court of  
Malaysia  
(Appellate  
Jurisdiction)

IN THE FEDERAL COURT OF MALAYSIA HOLDEN AT PENANG  
(APPELLATE JURISDICTION)  
FEDERAL COURT CIVIL APPEAL No. X. 55/66

No.35

Order  
granting  
Final  
Leave to  
Appeal,  
to His  
Majesty  
the Yang  
di-Pertuan  
Agong  
7th August  
1967

B E T W E E N:

RATNA AMIAL, daughter of  
Veerasingam Appellant  
- and -  
10 TAN CHOW SOO Respondent

(In the matter of Civil  
Suit 1963 No. 164  
In the High Court in  
Malaya at Penang

B E T W E E N:

RATNA AMMAL daughter of  
Veerasingam Plaintiff  
- and -  
20 TAN CHOW SOO Defendant)

Coram: Syed Shah Barakbah, Lord President  
Federal Court of Malaysia;  
Azmi, Chief Justice, High Court in Malaya;  
Ong Hook Thye, Judge, Federal Court of  
Malaysia

IN OPEN COURT

THIS 7th DAY OF AUGUST 1967

30 UPON MOTION made to this Court this day by Mr.  
C.O.Lim of Counsel for the Respondent above named  
in the presence of Mr. R. Rajasingam on behalf of  
Mr. R.R. Chelliah of Counsel for the Appellant  
AND UPON READING the Notice of Motion dated the

In the  
Federal  
Court of  
Malaysia  
(Appellate  
Jurisdiction)

-----  
No.35

Order  
granting  
Final  
Leave to  
Appeal,  
to His  
Majesty  
the Yang  
di-Pertuan  
Agong  
(continued)  
7th August  
1967

29th day of July 1967 and the Affidavit of  
C.O. Lim affirmed on the 14th day of July  
1967 and filed herein AND UPON HEARING  
Counsel as aforesaid IT IS ORDERED that  
final leave be and is hereby granted to the  
Respondent above named to Appeal to His  
Majesty the Yang di-Pertuan Agong from the  
Judgment of this Court given on the 2nd day  
of March 1967.

AND IT IS FURTHER ORDERED that the costs of 10  
and incidental to this application be costs  
in the cause

GIVEN under my hand and the Seal of the  
Court this 7th day of August 1967.

DEPUTY REGISTRAR  
FEDERAL COURT  
MALAYSIA

-----

E X H I B I T S

A.B.

1. NOTICE OF DEMAND FROM PLAINTIFF'S SOLICITORS  
TO DEFENDANT

A.R. REGISTERED EXPRESS

DHARMANANDA & CO.  
Advocates & Solicitors  
Peguambela & Peguamchara

27 HALE STREET  
IPOH  
PERAK (MALAYSIA)  
Post Box No. 24

TEL OFFICE 2519  
HOUSE 2775

OUR REF. PPD/EC/C455/63

Mr. Tan Chow Soo,  
No. 27, Leech Street,  
I P O H

Mr. Tan Chow Soo,  
No. 48, Prangin Road,  
PENANG.

Dear Sir,

We have been consulted by Madam M. Ratna Ammal of Penang and invite your attention to cheque No. 459527 dated the 24th day of January, 1961 for the sum of \$50,000/- drawn by you on the Nederlandsche Handel-Maatschappy, Penang of which our client became and is the bearer. Upon presentment for payment at the Bank this cheque was returned to our client with the remarks "payment stopped by drawer."

Our instructions in the matter are such that we state that if within 48 (forty-eight) hours from date of receipt of this letter by you you do not pay to our client or to us as solicitors the sum of \$50,000/- a writ will be filed at the High Court at Penang without further reference to you.

Yours faithfully,

Sgd. DHARMANANDA & CO.

Exhibits

A.B.

1. Notice of  
Demand from  
Plaintiff's  
Solicitors to  
Defendant

(undated)

Exhibits

A.B. (continued)

A.B.  
(continued)

2. CHEQUE NO. 459527

2. Cheque No.  
459527,  
24th January  
1961

Cross No. 459527

Penang 24th Jan. 1961

Stamp Duty paid.

NEDERLANDSCHE HANDEL MAATSCHAPPY, N.V.  
(Incorporated in the Netherlands with Limited  
Liability  
(Netherlands Trading Society)

PENANG

450

Payment stopped  
by Drawer

Payment stopped by Drawer

10

Oversea-Chinese  
Banking Corpn. Ltd.  
Penang.

- 5 JUL. 1963  
Clearing.

Payment stopped by  
Drawer

Pay against this Cheque to Cash.....  
or Bearer  
Dollars Fifty thousand only -  
\$50,000/-.

20

Sgd: Illegible  
(In Chinese)

---

Reverse

Payment stopped  
by Drawer.

5 - 6931

Note: The original of this Exhibit (No.2 of A.B.)  
is Exhibit P.1A.

A.B. (continued)

3. LETTER: FROM OVERSEA-CHINESE BANKING CORPORATION LTD. TO RATNA ANNAL

OVERSEA-CHINESE BANKING CORP. Ltd.

Penang 5th July, 1963.

Md. Mahalingam Ratna Annal (A/C1)

19, Scotland Road, Penang

Dear Sir/Madam,

10 We enclose cheque No. 459527 drawn on N.T.S. for \$50,000/- which has been returned unpaid:

Reason: Payment stopped by Drawer

We have debited your account with the above sum and shall be obliged by your signing and returning to us, by bearer, the attached acknowledgment.

Yours faithfully,

Sgd.           ?

Sub-Accountant.

Exhibits

A.B.  
(continued)

3. Letter:  
Oversea -  
Chinese Bank-  
ing Corporation  
Ltd. to Ratna  
Annal

5th July 1963

ExhibitsA.B. (continued)A.B.  
(continued)4. A. R. CARDS IN RESPECT OF NOTICE OF  
PAYMENTA. R. Cards  
in respect  
of Notice of  
Payment,  
6th July 1963.(Pos - R & P.10)  
(Rev. 1/55)

## POSTAL SERVICES DEPARTMENT, MALAYA

To be filled in by the office of origin  
Akan di-penuhi oleh pejabat yang assalRegistered article or parcel: Letter A.R. Express  
Barang Berdaftar atau Bungkosan

10

Sent by: DHARMANANDA  
& CO. Di-hantar olehAdvice of Delivery  
Inland Registered Letter.  
Akuan menerima mail  
daftar dalam NegriAddressed to: Mr. Tan  
Chow Soo  
Di-alamatkan  
kapadaThe undersigned stated  
that the article mentioned  
was duly delivered at the  
address stated on.....At: IPOH  
Di19....  
Yang bertanda tangan  
di-bawah ini menga-  
takan benda yang  
tersebut telah du-  
sampaikan di-alamat  
yang tersebut pada

20

On 6.7.63  
padaUnder Registration  
No. 507  
Di-bawah No.  
DaftarRecipient Sgd:  
Si-Peneriam IllegibleIPOH  
6 JUL. 63  
C3  
PERAKSignature of Soo Seng  
Imp' & Exp'  
No. 48, Prangin Road,  
PENANG.

30

Date stamp of delivering  
officeDelete when recipient declines to sign this  
card or when the card does not accompany the article.  
Potong apabila du-peneriama enggan memanda  
tangani card ini atau apabila card ini tidak  
berserta dengan benda itu.

Delete when the completed card accompanies the article and the recipient will sign.

Potong apabila card yang telah di-penohi ada bersama benda itu dan si-penerina akan menanda tangan.

ON COMPLETION THIS CARD SHOULD BE RETURNED TO THE ADDRESS SHEWN OVERLEAF

Setelah Penoh Card ini handak-lah di-kembalikan kepada alamat si-sebelah.

Exhibits

A.B.  
(continued)

A. R. Cards  
in respect  
of Notice of  
Payment

(continued)

6th July 1963

10

Reverse

C455/63

ON POSTAL SERVICE

(To be filled in by the sender who will indicate below his full address.)

Akan di-penohi oleh si-penghantar dengan menerangkan alamat-nya yang penoh di-bawah ini)

To: .....  
(Kapada)

20

Street and number .....  
(Jalan dan Nombor)

Town or Village .....  
(Pokan atau Kampong)

State .....  
(Negri)

DHARMANANDA & CO.  
IPOH  
Advocates & Solicitors.

P.O. Box 24.

Exhibits(Pos - R & P.10)  
(Rev. 1/55)A.B.  
(continued)

## POSTAL SERVICES DEPARTMENT, MALAYA

A. R. Cards  
in respect  
of Notice of  
PaymentTo be filled in by the origin  
Akan di-penuhi oleh pejabat yang asal

(continued)

Registered article or parcel: Letter A.R.Express  
Barang Berdaftar atau Bangkosan

6th July 1963

Sent by: DHARMANANDA  
Di-hantar oleh & CO.Advice of Delivery  
Inland Registered  
Letter

10

Addressed to: Mr.Tan  
Di-alamatkan Choo Sow  
kapadaAkuan menerima mail  
daftar dalam Negeri.At: No. 27, Leech  
Di Street, IpohThe undersigned states  
that the article mentioned  
was duly delivered at the  
address stated:Posted at: Ipoh  
Telah di-poskan di-Yang bertanda tangan  
di-bawah ini menga-  
takan benda yang  
tersebut telah di-  
sampaikan di-alamat  
yang tersebut pada

20

On 6.7.63  
PadaUnder Registration  
No.: 5078  
Di-bawah No.  
DaftarSoo Seng Impr. &  
Expr.,  
Ipoh Branch  
No. 27, Leech Street,  
Ipoh.IPOH 6 JUL.63  
C3  
PERAKDate stamp of  
delivering Office

30

3 - 0 P.M.

Delete when recipient declines to sign this  
card or when the card does not accompany the article  
Potong apabila si-penerima enggan menanda  
tangani card ini atau apabila card ini tidak ber-  
serta dengan benda itu.Delete when the completed card accompanies  
the article and the recipient will sign.  
Potong apabila card yang telah di-penuhi ada  
bersama benda itu dan si-penerima akan menanda tangan. 40

ON COMPLETION THIS CARD SHOULD BE RETURNED TO THE ADDRESS SHOWN OVERLEAF

Setelah Penoh Card ini hendak-lah di-kembalikan kepada alamat di-sebelah.

Exhibits

A.B.  
(continued)

A. R. Cards  
in respect  
of Notice of  
Payment

(continued)

6th July 1963

---

Reverse

ON POSTAL SERVICE.

(To be filled in by the sender who will indicate below his full address)

10 Akan di-penchi oleh si-penghantar dengan menerangkan alamat-nya yang pench di-bawah ini

To .....  
(Kapada)

Street and number .....  
(Jalan dan Nombor)

Town or Village .....  
(Pekan atau Kampong)

State .....  
(Negri)

20 DHARMANANDA & CO.  
IPOH  
Advocate & Solicitors  
P.O.Box: 24.

---

Exhibits

A.

A.

1. Cheque No. PE/6/203328

1. Cheque No.  
PE/6/203328,  
13th January  
1961

5 - 6931

STAMP DUTY PAID

No.  $\frac{PE}{6}$  203328

Penang 13th Jan., 1961.

OVERSEA-CHINESE BANKING CORPORATION,  
LIMITED.  
(Incorporated in Singapore, Head Office,  
Singapore)

PENANG

10

Pay to Cash ..... or Bearer  
Dollars Nine thousand.

Oversea-Chinese Banking Corp.  
Ltd.  
13th Jan., 1961.  
Paid  
PENANG.

₹9,000/-

Sgd: H. Ratna Ammal.

Reverse

20

Oversea-Chinese Banking Corporation Ltd.,

13th Jan., 1961

PENANG.

Sgd: Lee Kim Seng.

Note: The original of this Exhibit (No. 1 of A)  
is Exhibit D.5.

A.  
(continued)

2. CHEQUE NO. PE/6/203330

5 - 6931

No.  $\frac{PE}{6}$  203330

Penang 21st Jan., 1961

OVERSEA-CHINESE BANKING CORPORATION,  
LIMITED  
(Incorporated in Singapore, Head Office,  
Singapore)

PENANG

Netherlands Trading Society

Pay to Cash ..... or Bearer  
Dollars Twenty five thousand.

\$25,000/-

Sgd: M. Ratna Ammal

---

Reverse

B L A N K

Note: The original of this Exhibit (No. 2 of A)  
is Exhibit D.6.

Exhibits

A.  
(continued)

2. Cheque No.  
PE/6/203330

21st January  
1961

10

138.

Exhibits

A.  
(continued)

A.  
(continued)

3. CHEQUE NO. PE/6/203331

3. Cheque No.  
PE/6/203331  
23rd January  
1961

5 - 6931

STAMP DUTY PAID.

No.  $\frac{PE}{6}$  203331

Penang 23rd Jan., 1961

OVERSEA-CHINESE BANKING CORPORATION,  
LIMITED.  
(Incorporated in Singapore, Head Office,  
Singapore)

10

PENANG

Pay to Cash ..... or Bearer  
Dollars Fifteen thousand.

Oversea-Chinese Banking  
Corp. Ltd.  
Cash  
\$15,000  
24 JAN: 1961 PAID  
PENANG

Sgd. M. Ratna Ammal

Reverse

20

Oversea-Chinese Banking Corporation Ltd.

Sgd: Lee Kim Seng.

Note: The original of this Exhibit (No. 3 of A)  
is Exhibit D.7

139.

A.  
(continued)

4. CHEQUE NO. PE/6/203327

5 - 6931

STAMP DUTY PAID

No.  $\frac{Pe}{6}$  203327

Penang. 27th Dec. 1960.

OVERSEA-CHINESE BANKING CORPORATION,  
LIMITED  
(Incorporated in Singapore, Head Office,  
Singapore)

PENANG.

Pay to Cash .....or Bearer  
Dollars Three thousand only

Oversea-Chinese Banking  
Corp. Ltd.

£3,000/-

Cash  
27th Dec., 1960 PAID

Sgd. M. Ratna Ammal

Reverse

Oversea-Chinese Banking Corporation Ltd.

27th Dec. 1960

PENANG

Sgd: Illegible

Note: The original of this Exhibit (No. 4 of A)  
is Exhibit D.4.

Exhibits

A.  
(continued)

4. Cheque No.  
PE/6/203327

27th December  
1960

10

20

140.

Exhibits

A.  
(continued)

A.  
(continued)

5. CHEQUE NO. PE/6/203335

5. Cheque No.  
PE/6/203335

5 - 6931

Stamp Duty Paid

No.  $\frac{PE}{6}$  203335

Penang 15th Mar., 1961

OVERSEA-CHINESE BANKING CORPORATION  
LIMITED  
(Incorporated in Singapore, Head Office,  
Singapore)

10

PENANG

Pay to Cash ..... Or Bearer  
Dollars Ten thousand

£10,000/-

Oversea-Chinese Banking Corp.  
Ltd.  
15 MAR. 1961  
Paid  
PENANG.

M. Ratna Ammal

Reverse

20

Oversea-Chinese Banking Corporation Ltd.,  
15 MAR 1961  
PENANG.

Sgd: Illegible

141.

A.  
(continued)

6. CHEQUE NO. PE/6/252204.

5 - 6931

STAMP DUTY PAID

No.  $\frac{PE}{6}$  252204

Penang 9th Sept., 1961

OVERSEA-CHINESE BANKING CORPORATION,  
LIMITED  
(Incorporated in Singapore, Head Office,  
Singapore)

PENANG

Netherlands Trading Society

Pay to Cash .....or Bearer  
Dollars Five thousand

¥5,000/-

Sgd. M. Ratna Ammal

Reverse

B L A N K

Exhibits

A.  
(continued)

6. Cheque No.  
PE/6/252204

9th September  
1961

10

Exhibits

A.  
(continued)

A.  
(continued)

7. CHEQUE NO. 510664

7. Cheque No.  
510664

Cross No. 510664(3) Penang 14.2.1963

14th February  
1963

Stamp Duty Paid

NEDERLANDSCHE HANDEL MAATSCHAPPY N.V.  
(Incorporated in the Netherlands with Limited  
Liability  
(Netherlands Trading Society)

PENANG

682

10

Payment stopped  
by Drawer

Payment stopped by  
Drawer

Netherlands Trading Society  
Booked

Payment stopped by  
Drawer

Pay against this Cheque to Maha Syndicate  
..... or Bearer Dollars Three thousand five  
hundred only.

20

£3,500/-

Sgd: Lee Kim Seng

Reverse

B L A N K

143.

A.  
(continued)

S. CHEQUE NO. 511593

Cross No. 511593 (3)

Penang 28.2.1963

Stamp Duty Paid

NEDERLANDSCHE HANDEL MAATSCHAPPY, N.V.  
(Incorporated in the Netherlands with Limited  
Liability  
(Netherlands Trading Society)

10

PENANG

682

Payment stopped  
by Drawer

Payment stopped  
by Drawer

Booked

Netherlands Trading Society

Pay against this Cheque to Cash .....  
or Bearer Dollars Twelve thousand only.

₹12,000/-

Sgd: Lee Kim Seng.

Reverse

20

N.T.S.

C

Exhibits

A.  
(continued)

S. Cheque No.  
511593

28th February  
1963

Exhibits

A.  
(continued)

A.  
(continued)

9. CHEQUE NO. 512055

9. Cheque No.  
512055

Cross No. 512055 (3)

Penang 21.3.1963

21st March  
1963

Stamp Duty Paid

NEDERLANDSCHE HANDEL MAATSCHAPPY, N.V.  
(Incorporated in the Netherlands with Limited  
Liability  
(Netherlands Trading Society)

PENANG

682

10

Booked

Mercantile Bank Ltd.

Payment stopped  
by Drawer.

Pay against this Cheque to Guan Hoe.....  
or Bearer Dollars Three thousand and thirty seven  
and cts fifty only.

₹3,037.50

Sgd: Lee Him Seng

Reverse

20

B L A N K

P.1A

CHEQUE NO. 459527

Exhibits  
P.1A

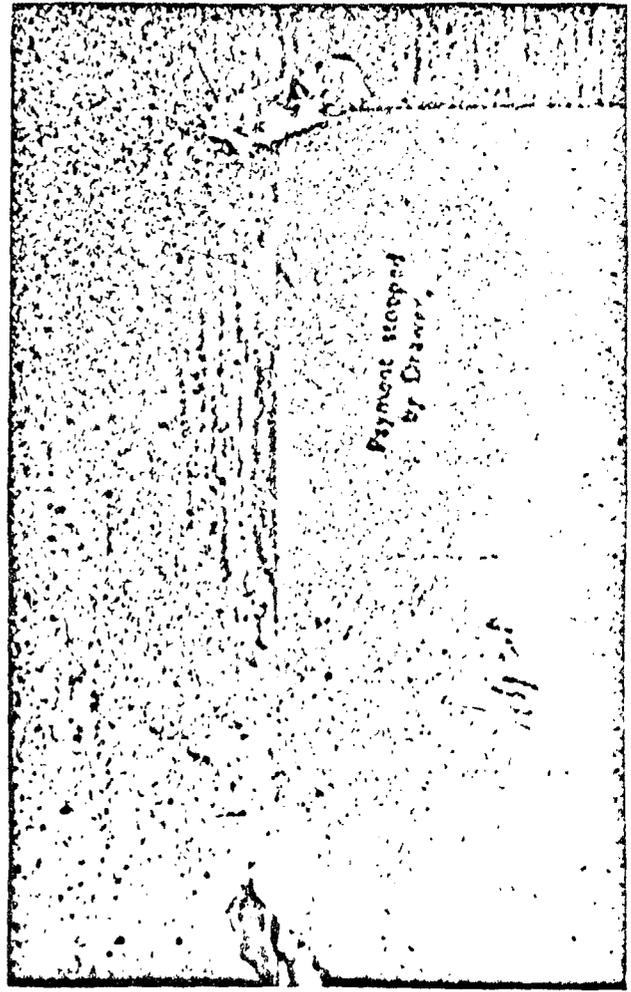
Cheque No.  
459527

21st March  
1963

(Front)

(Reverse)

No: 459527  
 5  
 Penang, 24th Jan. 1961  
 Stamp Duty Paid  
 Norderlandse Handel Maatschappij N.V.  
 (INCORPORATED IN THE NETHERLANDS WITH LIMITED LIABILITY  
 (NETHERLANDS TRADING SOCIETY))  
 P.E. SLONG  
 OVERSEA-CHINESE BANKING COMPANY LTD.  
 PENANG  
 Payment stopped by Drawer.  
 Cash - 5 JUL 1963  
 Dollars Fifty only  
 Payment stopped by Drawer.  
 \$50,000/-  
 25 21 1963



Payment stopped  
by Drawer

P.2. - REQUEST FOR FURTHER AND BETTER  
PARTICULARS OF CLAIM  
and  
THE FURTHER AND BETTER PARTICULARS OF  
CLAIM.

(printed as Documents Nos. 3 and 4)

Exhibits

P.2

Request for  
Further and  
Better Part-  
iculars of  
Claim,  
31st July 1963  
and  
The Further  
and Better  
Particulars  
of Claim,  
5th August,  
1963

Exhibits

P.10. - STATUTORY DECLARATION OF LEE YIM WAH

P.10

Statutory  
Declaration  
of Lee Yim  
Wah,  
16th August  
1963.

Fee of \$1/- paid  
on praecipe No. 142/8

Sd: Clerk,  
Supreme Court, PENANG

\$1.00 AUG 16 1963

STAMP  
OFFICE A  
PENANG  
6 VIII 63

I, Lee Yim Wah of full age  
Federal Citizen, staying at No.102,  
Tek Soon Street, Penang do solemnly  
and sincerely declare that:-

10

1. The affidavit sworn to by Mr. Tan Chow Soo  
the Defendant in Penang High Court Civil Suit No.  
164 of 1963, on the 5th day of August, 1963 has  
been read over and explained to me.

2. I at no time went to see the said Defendant  
in manner set out in paragraph 5 of the said  
affidavit.

3. I at no time acted or purported to act as  
the agent of one Ratnavale referred to in the  
said affidavit in manner set out in paragraph 5  
of the said affidavit.

20

4. I at no time stated that the said Ratnavale  
as the then Assistant Controller of Foreign  
Exchange, Penang could or would utilize his  
influence to act in manner set out in paragraph  
5 of the said affidavit.

5. I at no time made the arrangements referred  
to in paragraph 5 of the said affidavit.

And I make this solemn declaration  
conscientiously believing the same to be true and  
by virtue of the provisions of the Statutory  
Declarations Act, 1960.

30

Subscribed and solemnly declared )  
by the above named Lee Yim Wah at ) Sd:  
Ipoh this 16th day of August 1963) (In Chinese)

Before me,

Sd:  
COMMISSIONER FOR OATHS  
YIP SOW FOON  
COMMISSIONER FOR OATHS,  
SUPREME COURT,  
PENANG.

40

Explained by me

Sd:

A Sworn Interpreter, Supreme Court, Penang.

P.11

AFFIDAVIT of R. VELTEMA AND STATEMENT  
OF ACCOUNT ATTACHED THERETO

P.11

Affidavit  
of R.  
Veltema  
and  
Statement  
of Account  
attached  
thereto

IN THE HIGH COURT IN MALAYA AT PENANG  
CIVIL SUIT 1963 No. 164

Between:

M. Ratna Ammal,  
No. 19, Scotland Road,  
Penang

Plaintiff

12th May  
1966

- and -

10 Tan Chow Soo,  
No. 48, Prangin Road,  
Penang

Defendant

A F F I D A V I T

I, R. Veltema of full age, a Citizen of  
Holland residing at Jesselton Road, Penang  
hereby make oath and say as follows:-

20 1. I am the manager of Algemene Bank Netherland  
N.V. General Bank of the Netherlands, Penang  
formerly known as the Netherlands Trading Society,  
Penang.

2. The document now produced and shown to me  
and marked "A.1" is a true copy of certain entries  
in the ledger of the said Bank relating to the  
defendant's current account in his trading name  
Chop Soo Seng with the said Bank.

3. I am duly authorized by the said Bank to  
make this affidavit.

30 4. The said ledger was at the time of the  
making of the said entries thereof one of the  
ordinary books in the said Bank and the said entries  
were made in the said ledger in the usual and  
ordinary course of business and the said ledger is  
now in the custody or control of the said Bank.

5. I have examined the said copy with the

P.11  
Affidavit  
of R.  
Veltema  
and  
Statement  
of Account  
attached  
thereto  
(continued)  
12th May  
1966

original copies of the said ledger and the said entries are true.

AFFIRMED this 12th }  
day of May 1966 } Sd: V. Veltema

Before me,  
Sd: R. Dorai Raju

Commissioner for Oaths

I hereby certify that the above affidavit was read, translated and explained in my presence to the deponent who seemed perfectly to understand it and made his signature in my presence. 10

.....  
Commissioners for Oaths

This affidavit was filed by Messrs. Dharmananda & Co., Advocates & Solicitors of No. 27, Hale Street, Ipoh on behalf of the Plaintiff above-named.

150.  
S T A T E M E N T

Messrs. Soo Seng,  
48, Prangin Road, Penang.

In Account with  
Algemene Bank Nederland N.V.  
(General Bank of the Netherlands Penang Branch)

P.11  
Affidavit of  
R. Veltema and  
Statement of  
Account attached  
thereto  
(continued)  
12th May, 1966

THE ITEMS AND BALANCES SHOWN BELOW SHOULD BE VERIFIED AND THE BANK NOTIFIED OF ANY  
DISCREPANCY

Old-Balance	Account No.	Date 1960	Reference	Value Date	Debit	Credit	Balance	Remarks
161,520.56-		DEC. 1	Bal. Brought Forward				161,520.56 OD	
161,520.56-	450	Dec. 1	TR		20,007.25-			
		Dec. 1	PD			645.00+		
		Dec. 1	CS			3,900.00+		
		Dec. 1	CH	452,343	834.85-			
		Dec. 1	CH	452,335	494.47-			
		Dec. 1	CH	452,332	147.00-			
		Dec. 1	CH	452,337	759.80-			
		Dec. 1	CH	452,344	200.00-			
		Dec. 1	CS			4,500.00+	174,918.93 OD	
174,918.93-	450	Dec. 2	PD			1,608.49+		
		Dec. 2	CR	97,707	150.00-			
		Dec. 2	CH	452,348	697.75-			
		Dec. 2	CH	452,349	300.00-			
		Dec. 2	CH	452,333	307.44-			
		Dec. 2	CH	452,346	270.00-			
		Dec. 2	CH	452,347	380.70-			
		Dec. 2	CS			1,500.00+		
		Dec. 2	TR			318.33+	173,598.00 OD	
173,598.00-	450	Dec. 3	PD			542.80+		
		Dec. 3	CS			1,900.00+		
		Dec. 3	PD			1,120.10+		
		Dec. 3	CH	452,350	921.00-			
		Dec. 3	CH	452,352	1,585.00-			
		Dec. 3	CH	452,351	132.00-			
		Dec. 3	CH	452,345	207.50-		172,880.60 OD	
172,880.60-	450	Dec. 5	CS			2,200.00+		
		Dec. 5	PD			1,189.75+		
		Dec. 5	PD			650.00+		
		Dec. 5	PD			680.50+		
		Dec. 5	CH	452,331	1,365.00-			
		Dec. 5	CS	452,328	3,000.00-			
		Dec. 5	CH	452,355	1,780.00-			
		Dec. 5	CH	452,353	739.51-			
		Dec. 5	CS			1,500.00+	173,544.86 OD	
173,544.86-	450	Dec. 6	CS			1,500.00+		
		Dec. 6	PD			1,916.80+		
		Dec. 6	TR		504.00-			
		Dec. 6	CS			1,000.00+		
		Dec. 6	CH	452,358	160.00-			
		Dec. 6	CH	452,356	579.80-			
		Dec. 6	CH	452,357	2,731.00-			
		Dec. 6	CS			500.00+	172,602.86 OD	
172,602.86-	450	Dec. 7	PD			1,152.70+		
		Dec. 7	CS			1,100.00+		
		Dec. 7	CH	452,306	3,000.00-			
		Dec. 7	CH	452,359	2,500.00-			
		Dec. 7	CH	452,362	300.00-			
		Dec. 7	CH	452,364	227.50-			
		Dec. 7	CH	452,365	1,431.20-			
		Dec. 7	CH	452,363	2,485.65-			
		Dec. 7	CS			800.00+	179,494.51 OD	

A B B R E V I A T I O N S

BL = Bill	DT = Draft	PD = Paid in (Deposits)	TR = Transfer
CB = Cheque Book	ER = Entry Reversed	SC = Service Charges	
CH = Cheques	EX = Exchange/Export	SD = Sight Draft	
CO = Charges, Commission etc.	IN = Interest	ST = Stamps	
CR = Cheque Returned	MS = Miscellaneous	TC = Transfer Charges	
CS = Cash	OS = Outstation Cheques	TF = Telephone/Telegraph fee	

E & O E  
Algemene Bank Nederland N.V.  
(General Bank of the Netherlands)  
Penang Branch.

S T A T E M E N T

Acc. No. 450

Messrs. Soo Seng,  
48, Prangin Road, Penang

In Account with  
Algemene Bank Nederland N.V.  
(General Bank of the Netherlands)  
Penang Branch

THE ITEMS AND BALANCES SHOWN BELOW SHOULD BE VERIFIED AND THE BANK NOTIFIED  
OF ANY DISCREPANCY

Old-Balance	Account No.	Date 1960	Reference	Value date	Debit	Credit	Balance	Remarks
179,494.51-			Bal. Brought forward				179,494.51 OD	
179,494.51-	450	Dec. 8	CS			1,500.00+		
		Dec. 8	PD			2,610.67+		
		Dec. 8	PD			450.00+		
		Dec. 8	CH	452,368	52.25-			
		Dec. 8	CH	452,366	321.90-			
		Dec. 8	CH	452,367	158.00-		175,465.99 OD	
175,465.99-	450	Dec. 9	CR	244,647	50.00-			
		Dec. 9	CS			2,550.00+		
		Dec. 9	PD			199.50+		
		Dec. 9	PD			50.00+		
		Dec. 9	CH	452,369	958.00-			
		Dec. 9	CH	452,354	150.00-		173,824.49 OD	
173,824.49-	450	Dec.10	CS			2,050.00+		
		Dec.10	PD			550.00+		
		Dec.10	PD			1,997.50+		
		Dec.10	CH	452,374	465.00-		169,691.99 OD	
169,691.99-	450	Dec.12	CS			3,250.00+		
		Dec.12	PD			303.35+		
		Dec.12	CS			1,500.00+		
		Dec.12	CH	452,377	373.80-			
		Dec.12	CH	452,376	477.90-			
		Dec.12	CH	452,373	206.10-			
		Dec.12	CH	452,375	1,399.20-			
		Dec.12	CH	452,380	384.00-			
		Dec.12	CH	452,360	2,000.00-			
		Dec.12	CH	452,378	1,950.50-			
		Dec.12	CH	452,372	114.85-			
		Dec.12	CH	452,379	603.89-			
		Dec.12	CH	452,371	1,800.00-		173,948.88 OD	
173,948.88-	450	Dec.13	PD			1,196.50+		
		Dec.13	CS			1,600.00+		
		Dec.13	CH	452,381	465.00-		171,617.38 OD	
171,617.38-	450	Dec.14	CS			3,300.00+		
		Dec.14	PD			1,464.65+		
		Dec.14	CH	452,370	720.60-			
		Dec.14	CH	452,384	122.50-		167,695.83 OD	
167,695.83-	450	Dec.16	PD			3,233.20+		
		Dec.16	CS			4,250.00+		
		Dec.16					160,212.63 OD	
160,212.63-	450	Dec.16	CS			1,450.00+		
		Dec.16	TR		405.50-			
		Dec.16	CH	452,386	1,640.00-			
		Dec.16	CH	452,361	5,000.00-			
		Dec.16	CH	452,382	2,700.00-			
		Dec.16	CH	452,385	131.04-			
		Dec.16	CH	452,387	456.00-		169,095.17 OD	
169,095.17-	450	Dec.17	CR	30,084	400.00-			
		Dec.17	CS			3,000.00+		E & O E
		Dec.17	PD			524.50+	165,970.67 OD	

ABBREVIATIONS

BL = Bill  
CB = Cheque Book  
CH = Cheques  
CO = Charges Commission etc.  
CR = Cheque Returned  
CS = Cash

DT = Draft  
ER = Entry Reversed  
EX = Exchange/Export  
IN = Interest  
MS = Miscellaneous  
OS = Outstation Cheques  
PD = Paid in (Deposits)  
SC = Service Charges

SD = Sight Draft  
ST = Stamps  
TC = Transfer Charges  
TF = Telephone/Telegraph fee  
TR = Transfer

Algemene Bank  
Nederland N.V.  
(General Bank of the  
Netherlands) Penang  
Branch.

S T A T E M E N T

Acc. No. 450

P.11  
Affidavit of  
R. Veltema and  
Statement of  
Account attached  
thereto  
(continued)  
12th May, 1966

Messrs. Soo Seng,  
48, Prangin Road,  
Penang

In Account with  
Algemene Bank Nederland N.V.  
(General Bank of the Netherlands) Penang Branch

THE ITEMS AND BALANCES SHOWN BELOW SHOULD BE VERIFIED AND THE BANK NOTIFIED OF ANY DISCREPANCY

Old-Balance	Account No.	Date 1960	Reference	Value Date	Debit	Credit	Balance	Remarks
165,970.67-		Dec.17	Bal. Brought forward				165,970.67 OD	
165,970.67-	450	Dec.17	CH 452,388		490.00-			
		Dec.17	CH 452,393		365.90-			
		Dec.17	CH 452,392		1,140.00-			
		Dec.17	CH 452,389		1,265.00-			
		Dec.17	CH 452,390		341.25-			
		Dec.17	CH 452,391		215.86-		169,788.68 OD	
169,788.68-	450	Dec.19	PD			1,329.35+		
		Dec.19	CS			4,400.00+		
		Dec.19	TR		205.50-			
		Dec.19	CH 452,393		3,000.00-		167,264.83 OD	
167,264.83-	450	Dec.20	CR 3,493		59.65-			
		Dec.20	CS			5,250.00+		
		Dec.20	PD			1,106.57+		
		Dec.20	PD			1,000.00+		
		Dec.20	CO		5.64-			
		Dec.20	TR		205.50-			
		Dec.20	DT 770		1,090.74-			
		Dec.20	CH 452,395		460.10-			
		Dec.20	CH 452,396		1,585.00-			
		Dec.20	BL		4,303.72-		167,618.61 OD	
167,618.61-	450	Dec.21	CS			2,100.00+		
		Dec.21	BL 1,523		15,193.18-		180,711.79 OD	
180,711.79-	450	Dec.22	CS			4,050.00+		
		Dec.22	PD			4,993.75+		
		Dec.22	CH 452,399		2,080.85-			
		Dec.22	CH 452,398		233.91-		173,982.80 OD	
173,982.80-	450	Dec.23	PD			2,644.95+		
		Dec.23	CS			3,000.00+		
		Dec.23	PD			899.50+		
		Dec.23	CH 452,401		829.84-			
		Dec.23	CH 452,404		107.60-			
		Dec.23	CH 452,400		335.50-			
		Dec.23	CH 452,402		300.00-			
		Dec.23	CH 452,394		1,998.00-			
		Dec.23	CH 452,403		124.20-			
		Dec.23	BL 947		2,605.39-			
		Dec.23	CO		3,24-		173,742.12 OD	
173,742.12-	450	Dec.24	PD			785.00+		
		Dec.24	CS			1,850.00+		
		Dec.24	CH 452,407		1,575.00-			
		Dec.24	CH 452,406		707.50-		173,389.62 OD	
173,389.62-	450	Dec.27	CR 291,465		200.00-			
		Dec.27	PD			3,056.65+		
		Dec.27	CS			10,850.00+		
		Dec.27	PD			910.73+		
		Dec.27	CH 452,411		178.50-			
		Dec.27	CH 452,410		228.55-			
		Dec.27	CH 452,408		550.00-			
		Dec.27	CH 452,409		3,326.40-		163,055.69 OD	

A B B R E V I A T I O N S

BL = Bill	DT = Draft	PD = Paid in (Deposits)
CB = Cheque Book	ER = Entry Reversed	SC = Service Charges
CH = Cheques	EX = Exchange/Export	SD = Sight Draft
CO = Charges, Commission, etc.	IN = Interest	ST = Stamps
CR = Cheque Returned	MS = Miscellaneous	TC = Transfer Charges
CS = Cash	OS = Outstation Cheques	TF = Telephone/Telegraph fee
		TR = Transfer

E & O E  
Algemene Bank Nederland N.V.  
(General Bank of the Netherlands)  
Penang-Branch

## S T A T E M E N T

Account No.450

P.11  
Affidavit of  
R. Veltema and  
Statement of  
Account attached  
thereto  
(continued)  
12th May, 1966

Messrs. Soo Seng,  
48, Prangin Road,  
Penang

In Account with  
Algemene Bank Nederland N.V.  
(General Bank of the Netherlands)  
Penang Branch

THE ITEMS AND BALANCES SHOWN BELOW SHOULD BE VERIFIED AND THE BANK NOTIFIED OF ANY DISCREPANCY

Old-Balance	Account No.	Date 1960	Reference	Value Date	Debit	Credit	Balance	Remarks
163,055.69-		Dec.27	Bal. Brought forward				163,055.69 OD	
163,055.69-	450	Dec.27	CS			15,700.00+		
		Dec.27	BL		39,322.35-		186,678.04 OD	
186,678.04-	450	Dec.28	PD			317.04+		
		Dec.28	CS			2,100.00+		
		Dec.28	CR	33,394	5,000.00-			
		Dec.28	CH	452,420	541.90-			
		Dec.28	CH	452,421	2,000.00-			
		Dec.28	CH	452,417	96.20-		191,899.10 OD	
191,899.10-	450	Dec.29	PD			293.00+		
		Dec.29	CS			3,600.00+		
		Dec.29	BL		51.73-			
		Dec.29	CH	452,405	15.00-			
		Dec.29	CH	452,423	392.75-			
		Dec.29	CH	452,422	200.00-		188,665.58 OD	
188,665.58-	450	Dec.30	CS			2,350.00+		
		Dec.30	PD			3,829.17+		
		Dec.30	CH	452,424	860.50-			
		Dec.30	CH	452,426	107.25-			
		Dec.30	CH	452,427	200.00-		183,654.16 OD	
183,654.16-	450	Dec.31	IN		1,182.29-			
		Dec.31	PD			20,905.75+		
		Dec.31	CS			5,050.00+		
		Dec.31	CH	452,428	659.75-			
		Dec.31	CH	452,425	301.45-			
		Dec.31	TR			3,000.00+	156,841.90 OD	
		<u>1961</u>						
156,841.90-	450	Jan. 3	CS			8,100.00+		
		Jan. 3	PD			2,144.60+		
		Jan. 3	TR		20,007.25-		166,604.55 OD	
166,604.55-	450	Jan. 3	CH	452,446	1,496.19-			
		Jan. 3	CH	452,441	241.95-			
		Jan. 3	TR		18.75-			
		Jan. 3	CH	452,430	341.25-			
		Jan. 3	CH	452,419	147.00-			
		Jan. 3	CH	452,432	331.00-			
		Jan. 3	CH	452,450	2,491.00-			
		Jan. 3	CH	452,456	757.20-			
		Jan. 3	CH	452,442	140.00-			
		Jan. 3	CH	452,455	110.00-			
		Jan. 3	CH	452,453	344.60-			
		Jan. 3	CH	452,438	125.90-			
		Jan. 3	CH	452,433	484.00-			
		Jan. 3	CH	452,459	1,200.00-			
		Jan. 3	CH	452,457	209.50-			
		Jan. 3	CH	452,440	412.00-			
		Jan. 3	CH	452,436	358.90-			
		Jan. 3	CH	452,437	561.60-			
		Jan. 3	CH	452,452	461.13-			
		Jan. 3	CH	452,449	699.50-		177,536.02 OD	

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E & O E  
Algemene Bank Nederland N.V.  
(General Bank of the Netherlands)  
Penang-Branch

S T A T E M E N T

Account No.450

Messrs. Soo Seng,  
48, Prangin Road,  
PenangIn Account with  
Algemene Bank Nederland N.V.  
(General Bank of the Netherlands)  
Penang-BranchP.11  
Affidavit of  
R.Veltema and  
Statement of  
Account attached  
thereto  
(continued)  
12th May, 1966

THE ITEMS AND BALANCES SHOWN BELOW SHOULD BE VERIFIED AND THE BANK NOTIFIED OF ANY DISCREPANCY

Old-Balance	Account No.	Date 1961	Reference	Value Date	Debit	Credit	Balance	Remarks
177,536.02-		Jan. 3	Bal. Brought forward				177,536.02 OD	
177,536.02-	450	Jan. 3	CH 452,443		1,205.25-			
		Jan. 3	CH 452,439		635.00-			
		Jan. 3	CH 452,435		262.50-			
		Jan. 3	CH 452,431		2,645.00-			
		Jan. 3	CH 452,434		304.00-			
		Jan. 3	CH 452,451		291.70-			
		Jan. 3	CH 452,413		2,200.00-			
		Jan. 3	CH 452,447		172.00-			
		Jan. 3	CH 452,429		477.00-			
		Jan. 3	CH 452,445		396.25-			
		Jan. 3	CH 452,454		985.00-		187,109.72 OD	
187,109.72-	450	Jan. 5	PD			762.80+		
		Jan. 5	PD			1,285.95+		
		Jan. 5	CS			3,400.00+		
		Jan. 5	452,469		336.85-			
		Jan. 5	CH 452,458		334.00-			
		Jan. 5	CH 452,464		1,823.00-			
		Jan. 5	CH 452,462		857.10-			
		Jan. 5	CH 452,461		170.00-			
		Jan. 5	CH 452,444		193.65-			
		Jan. 5	CH 452,465		96.00-			
		Jan. 5	CH 452,460		105.00-		185,576.57 OD	
185,576.57-	450	Jan. 6	PD			941.10+		
		Jan. 6	CS			1,550.10+		
		Jan. 6	CH 452,471		383.00-			
		Jan. 6	CH 452,463		334.00-			
		Jan. 6	CH 452,468		4,174.25-			
		Jan. 6	CH 452,470		880.00-		188,856.72 OD	
188,856.72-	450	Jan. 7	PD			1,676.28+		
		Jan. 7	CS			1,700.00+		
		Jan. 7	CH 452,416		3,000.00-			
		Jan. 7	CH 452,472		245.00-			
		Jan. 7	CR 485,998		1,000.00-		189,725.44 OD	
189,725.44-	450	Jan. 9	CS			4,650.00+		
		Jan. 9	PD			1,321.25+		
		Jan. 9	PD			765.00+		
		Jan. 9	PD			550.00+		
		Jan. 9	PD			300.00+		
		Jan. 9	CH 452,478		907.34-			
		Jan. 9	CH 452,414		1,000.00-			
		Jan. 9	CH 452,473		218.10-			
		Jan. 9	CH 452,476		2,875.00-			
		Jan. 9	CH 452,477		1,160.00-			
		Jan. 9	CH 452,467		1,857.50-			
		Jan. 9	CH 452,474		184.50-			
		Jan. 9	CS			2,900.00+	187,441.63 OD	
187,441.63-	450	Jan.10	CS			2,500.00+		
		Jan.10	PD			852.00+	184,089.63 OD	

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E & O E  
 Algemene Bank Nederland N.V.  
 (General Bank of the Netherlands)  
 Penang-Branch

S T A T E M E N T

Account No. 450

P.11  
Affidavit of  
R.Veltema and  
Statement of  
Account attached  
thereto  
(continued)  
12th May, 1966

Messrs. Soo Seng,  
48, Prangin Road,  
Penang

In Account with  
Algemene Bank Nederland N.V.  
(General Bank of the Netherlands)  
Penang-Branch

THE ITEMS AND BALANCES SHOWN BELOW SHOULD BE VERIFIED AND THE BANK NOTIFIED OF ANY DISCREPANCY

Old-Balance	Account No.	Date 1961	Reference	Value Date	Debit	Credit	Balance	Remarks
184,089.63-		Jan.10	Bal. Brought forward				184,089.63 OD	
184,089.63-	450	Jan.10	CH 452,480		867.60-			
		Jan.10	CH 452,479		491.50-			
		Jan.10	CH 452,483		608.40-			
		Jan.10	CH 452,481		1,271.00-			
		Jan.10	CH 452,482		1,265.00-			
		Jan.10	CS			1,600.00+		
		Jan.10	BL 1,728		11,148.40-		198,141.53 OD	
198,141.53-	450	Jan.11	CS			600.00+		
		Jan.11	PD			799.50+		
		Jan.11	OS			530.11+		
		Jan.11	CS			144.50+		
		Jan.11	CH 452,484		326.75-			
		Jan.11	CH 452,485		200.00-		196,594.17 OD	
196,594.17-	450	Jan.12	CS			470.00+		
		Jan.12	PD			7,380.00+		
		Jan.12	CB		20.00-			
		Jan.12	CH 452,486		120.00-			
		Jan.12	CH 452,490		534.70-			
		Jan.12	CH 452,489		129.02-			
		Jan.12	CH 452,475		1,060.20-			
		Jan.12	CH 452,488		197.60-		190,805.69 OD	
190,805.69-	450	Jan.13	CS			1,000.00+		
		Jan.13	PD			674.30+		
		Jan.13	TR		204.30-			
		Jan.13	CS			10,000.00+	179,335.69 OD	
179,335.69-	450	Jan.14	CS			3,000.00+		
		Jan.14	PD			231.75+		
		Jan.14	OS			2,151.91+		
		Jan.14	CH 452,492		148.59-			
		Jan.14	CH 452,495		139.18-			
		Jan.14	CH 452,496		1,000.00-			
		Jan.14	CH 452,491		102.60-			
		Jan.14	CH 452,494		3,685.00-		179,027.40 OD	
179,027.40-	450	Jan.16	CS			2,450.00+		
		Jan.16	CH 452,500		2,259.00-			
		Jan.16	CH 459,503		111.00-			
		Jan.16	CS			2,500.00+		
		Jan.16	CH 459,505		635.45-			
		Jan.16	CH 459,501		1,958.50-			
		Jan.16	CH 452,498		205.00-			
		Jan.16	CH 459,507		290.60-			
		Jan.16	CH 459,510		2,000.00-			
		Jan.16	CH 459,502		394.80-			
		Jan.16	CH 459,506		464.10-			
		Jan.16	CH 452,499		246.00-			
		Jan.16	CH 449,504		409.00-			
		Jan.16	CH 452,493		2,000.00-		185,050.85 OD	

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E &amp; O E

Algemene Bank Nederland N.V.  
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Penang Branch

S T A T E M E N T

Account No. 450

P.11  
Affidavit of  
R.Veltema and  
Statement of  
Account attached  
thereto  
(continued)  
12th May, 1966

Messrs. Soo Seng  
48, Prangin Road,  
Penang

In account with  
Algemene Bank Nederland N.V.  
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Penang-Branch

THE ITEMS AND BALANCES SHOWN BELOW SHOULD BE VERIFIED AND THE BANK NOTIFIED OF ANY DISCREPANCY

Old-Balance	Account No.	Date 1961	Reference	Value Date	Debit	Credit	Balance	Remarks
185,050.85-		Jan.17	Bal.	Brought forward			185,050.85 OD	
185,050.85-	450	Jan.17	CS			2,700.00+		
		Jan.17	PD			165.00+		
		Jan.17	OS			1,273.75+		
		Jan.17	TR			450.00+		
		Jan.17	CH	459,513	1,615.00-			
		Jan.17	CH	459,512	731.95-			
		Jan.17	CH	459,517	800.00-			
		Jan.17	CH	459,511	150.00-			
		Jan.17	CH	459,514	345.00-		184,104.05 OD	
184,104.05-	450	Jan.18	PD			819.62+		
		Jan.18	CS			2,500.00+		
		Jan.18	CR	100,118	80.00-			
		Jan.18	CH	459,515	185.00-			
		Jan.18	CH	459,519	1,840.00-			
		Jan.18	CH	459,520	1,063.00-			
		Jan.18	CH	459,518	100.00-			
		Jan.18	CH	459,521	137.00-			
		Jan.18	CH	459,508	1,452.00-			
		Jan.18	CH	459,523	472.35-		186,113.78 OD	
186,113.78-	450	Jan.19	PD			793.35+		
		Jan.19	OS			655.81+		
		Jan.19	CS			2,550.00+		
		Jan.19		459,524	648.65-			
		Jan.19	CH	459,516	250.00-			
		Jan.19	CH	452,497	1,957.50-			
		Jan.19	CH	459,522	810.00-		185,780.77 OD	
185,780.77-	450	Jan.20	CS			1,450.00+		
		Jan.20	PD			352.00+		
		Jan.20	BL	1,625	2,616.48-			
		Jan.20	CO		3.33-			
		Jan.20	CH	459,525	689.47-			
		Jan.20	CH	459,529	1,200.00-			
		Jan.20	CH	459,526	300.00-		188,788.05 OD	
188,788.05-	450	Jan.21	PD			289.75+		
		Jan.21	CS			3,000.00+		
		Jan.21	CH	459,530	200.00-			
		Jan.21	CH	459,531	845.00-			
		Jan.21	CH	459,528	1,500.00-		188,043.30 OD	
188,043.30-	450	Jan.23	CS			2,700.00+		
		Jan.23	PD			752.45+		
		Jan.23	PD			25,000.00+		
		Jan.23	CH	459,509	17.00-			
		Jan.23	CH	459,534	855.80-			
		Jan.23	CH	459,533	1,357.00-			
		Jan.23	CH	459,535	800.00-		162,620.65 OD	
162,620.65-	450	Jan.24	PD			830.00+		
		Jan.24	CS			16,800.00+	144,990.65 OD	

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E & O. E.

Algemene Bank Nederland N.V.  
(General Bank of the Netherlands)  
Penang-Branch

S T A T E M E N T

Messrs. Soo Seng,  
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Penang

In Account with  
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Penang-Branch

Account No. 450

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(continued)  
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THE ITEMS AND BALANCES SHOWN BELOW SHOULD BE VERIFIED AND THE BANK NOTIFIED OF ANY DISCREPANCY

Old-Balance	Account No.	Date 1961	Reference	Value Date	Debit	Credit	Balance	Remarks
144,990.65-		Jan. 24	Bal. Brought forward				144,990.65 OD	
144,990.65-	450	Jan. 24	CH 459,539		1,500.00-			
		Jan. 24	CH 459,532		102.00-			
		Jan. 24	CH 459,537		400.00-			
		Jan. 24	CH 459,536		924.00-		147,916.65 OD	
147,916.65-	450	Jan. 25	PD			590.00+		
		Jan. 25	CS			1,650.00+		
		Jan. 25	CO 5,444		361.18-			
		Jan. 25	CH 459,538		1,000.00-			
		Jan. 25	CH 459,540		267.75-		147,305.58 OD	
147,305.58-	450	Jan. 26	PD			112.00+		
		Jan. 26	PD			1,822.73+		
		Jan. 26	CS			2,150.00+		
		Jan. 26	CH 459,545		2,812.50-			
		Jan. 26	CH 459,541		1,122.80-			
		Jan. 26	CH 459,544		150.00-			
149,306.15-	450	Jan. 26	CH 459,546		2,000.00-		149,306.15 OD	
		Jan. 27	CS			7,500.00+		
		Jan. 27	PD			1,274.97+		
		Jan. 27	BL 1,028		2,603.42-		143,134.60 OD	
143,134.60-	450	Jan. 28	CS			2,800.00+		
		Jan. 28	PD			314.00+		
		Jan. 28	CH 459,552		300.00-			
		Jan. 28	CH 459,551		479.00-		140,799.60 OD	
140,799.60-	450	Jan. 30	PD			1,501.40+		
		Jan. 30	PD			303.65+		
		Jan. 30	CS			3,300.00+		
		Jan. 30	BL		664.76-			
		Jan. 30	CH 459,547		3,000.00-			
		Jan. 30	CH 459,543		147.00-		139,506.31 OD	
139,506.31-	450	Jan. 31	IN		1,180.47-			
		Jan. 31	PD			17,187.61+		
		Jan. 31	PD			5,408.25+		
		Jan. 31	CS			4,750.00+		
		Jan. 31	BL		39,553.49-		152,894.41 OD	

E. &amp; O. E.

Algemene Bank Nederland N.V.  
(General Bank of the Netherlands)  
Penang Branch

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P.12FEDERAL GAZETTE NOTIFICATION

(Supplement No.1) dated 8th May, 1958

THE EXCHANGE CONTROL ORDINANCE, 1953

P.12

Federal  
Gazette  
Notificat-  
ion8th May  
1952

No. 1558

10 In pursuance of the provisions of paragraph 2 (1) of Part I of the Fifth Schedule to the Exchange Control Ordinance, 1953, the Controller of Foreign Exchange has authorised Mr. M. Ratnavale to act for the purposes of that paragraph, with effect from 1st January, 1958.

2. Gazette Notification No. 2426 of 23rd September, 1954, is hereby cancelled with effect from 1st January, 1958.

(E.C. 45-5; AG.555/53; F.S. 3977/49.)

No.1559

20 In exercise of the powers conferred by sub-section (2) of section 3 of the Exchange Control Ordinance, 1953, and delegated to him, the Minister of Finance has appointed Mr. M. Ratnavale to be an Assistant Controller of Foreign Exchange, and to exercise and perform all the powers and duties of the Controller under the said Ordinance, with effect from 1st January, 1958.

30 2. Gazette Notification No. (N.S.) 653 of 14th November, 1957, is hereby cancelled with effect from 1st January, 1958.

(E.C. 45-5; AG.555/53;  
F.S.3977/49.)

159.

P.13  
Letter of  
Countermand  
22nd March  
1963

P.13  
LETTER OF COUNTERMAND

Special File

SOO SENG IMPORTERS & EXPORTERS

No.48 Prangin Road,

PENANG

Recd. 22 Mar. 1963

Repl. File

Done

Penang, 22nd March, 1963

The Manager,  
Netherlands Trading Society,  
Penang

10

Sir,

With reference to Cheque No. 459527 for  
\$50,000/- (cheque supplied to me in January,  
1961) drawn by me payable to Cash to request  
you to stop payment for it.

Yours faithfully,

Sgd: Tan Chow Soo in Chinese

Seal

Soo Seng Penang

20

D.3FEDERAL GOVERNMENT GAZETTE  
NOTIFICATION

## D.3

Federal  
Government  
Gazette  
Notification

4th August 1960

1417

4th August  
1960

No.3045

EXCHANGE CONTROL ORDINANCE, 1953

No. 57 of 1953

10 It is hereby notified that Mr. M. Ratnavale relinquished his appointment as Assistant Controller of Foreign Exchange on 19th July, 1960, and ceased to exercise the powers and duties of the Controller under the Exchange Control Ordinance, 1953, with effect from the same date.

2. The powers granted to him to act for the purposes of paragraph 2 (1) of Part I of the Fifth Schedule to the Exchange Control Ordinance, 1953, are hereby withdrawn with effect from 19th July, 1960.

20 TRY. 5125/73; A.G.555/53.

161.

D.4

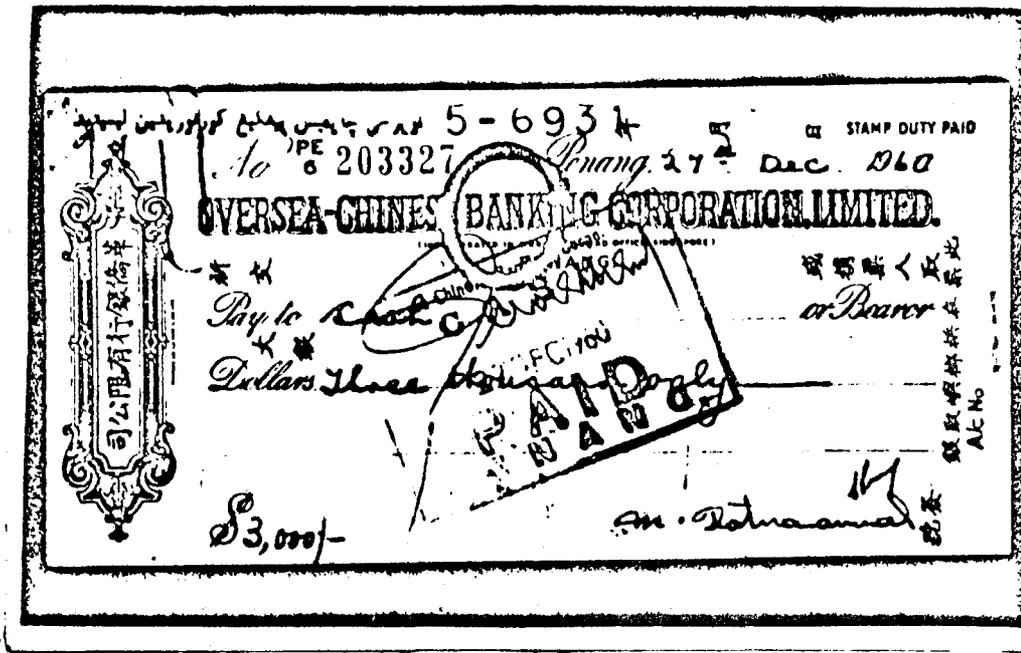
D.4

CHEQUE NO. 203327

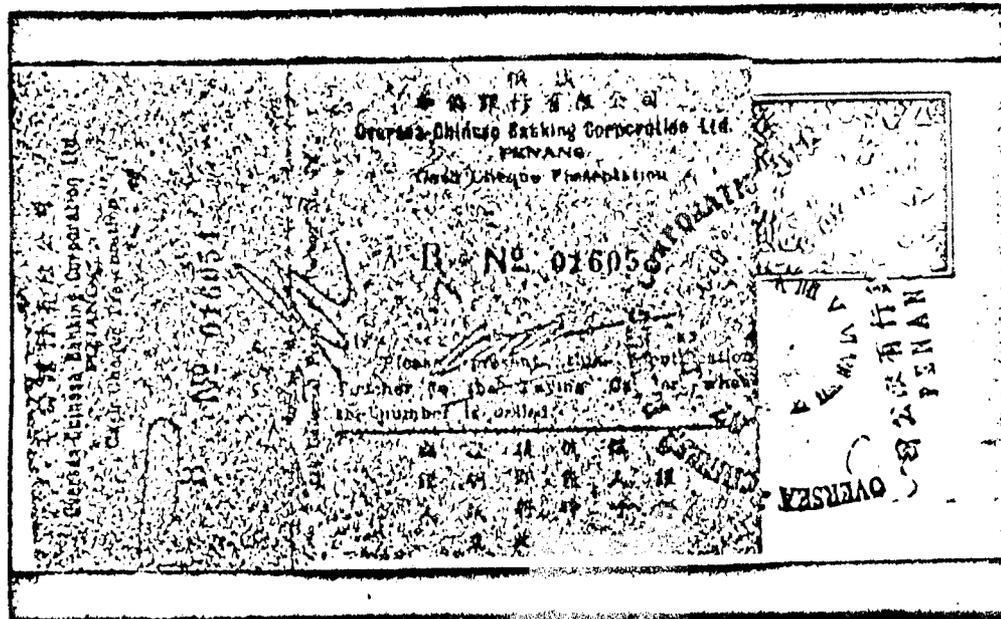
Cheque No.  
203327

27th  
December  
1960

(Front)



(Reverse)



CHEQUE NO. 203328

Cheque No. 203328

(Front)

(Reverse)

13th January 1961

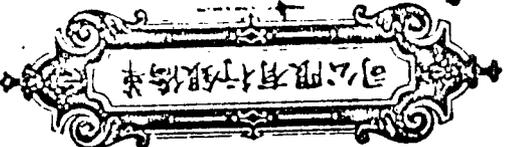
STAMP DUTY PAID

13 Jan 1961

OVERSEA-CHINESE BANKING CORPORATION, LIMITED.

銀票號碼作存案此  
A/C No

Pay to Cash  
Dollars nine thousand only  
\$9,000/-  
Am. Debit



Oversea-Chinese Banking Corporation Ltd.  
PENANG  
Cash Cheque Presentation  
JAN 13 1961  
CHINESE BANKING CORPORATION LTD.

Please present this Cheque together to the Cashier to the number is called

請將此票與存單一併交與  
本行司理人  
以便核對  
此致

B No 011713

Oversea-Chinese Banking Corporation Ltd.  
PENANG  
Cash Cheque Presentation

163.

D.6

D.6

CHEQUE NO. 203330

Cheque No.  
203330

(Front)

(Reverse)

21st  
January  
1961



25,000/-

NETHERLANDS TRADING SOCIETY

OVERSEA-CHINESE BANKING CORPORATION LIMITED.

5,093.51  
203330  
21st Jan, 1961

STAMP DUTY PAID



25000

此簽

此票在華僑銀行取  
A/c No

164.

D.7

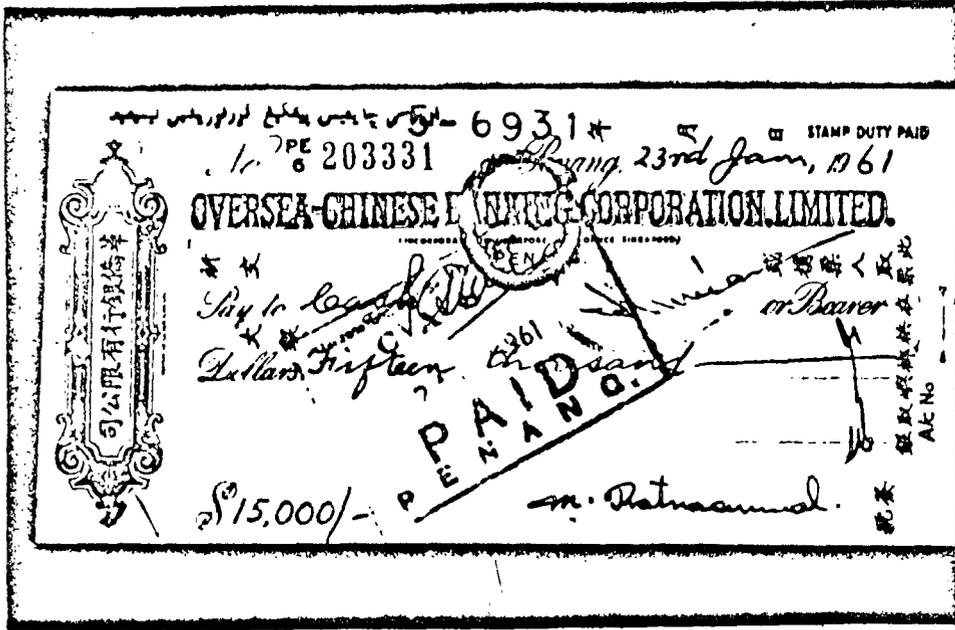
CHEQUE NO. 203331

L.7

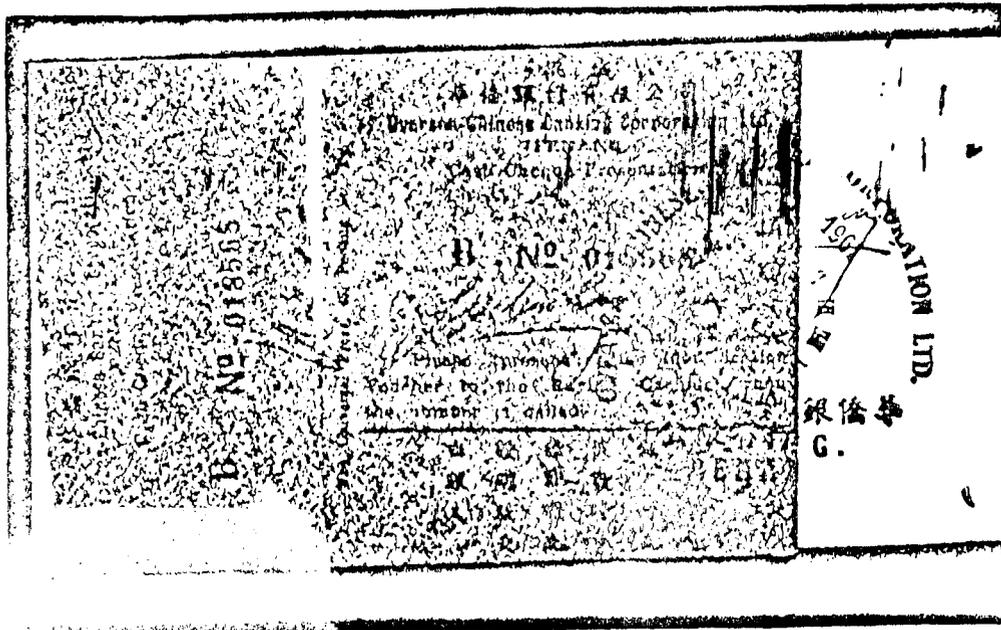
(Front)

Cheque No.  
203331

23rd  
January  
1961



(Reverse)



165.

D.8  
POLICE H.Q. ENTRY PERMIT

D.8  
Police  
H.Q.  
Entry  
Permit  
17th  
February  
1966

Valid Till .....

Serial No. 57      Date: 17.2.66      Time In 2.55 p.m.

Time out.....

VISITOR'S NAME: Lee Yim Wah I/c. No. 4083852

Car Reg. No. ....

Interviewing Officer: Tuan Yusof

Department: 2

Visitor      Te-be      escorted  
                 Not to be

10

Signature of  
INTERVIEWING OFFICER SGD: ?

Chop  
PEGAWAI KESELAMATAN  
IBU PEJABAT POLIS



169.

D.9 (continued)

29/5 Ratna took Dollars One hundred only  
(\$100.00)

Sd: ? Int. ? 2/6/62.

Translation No. 318/63 Folio 1 fees \$2/-

Translated by

Sd: Illegible

22/10/63

A Sworn Interpreter,  
Supreme Court, Penang

10 Issued this 30th day of October 1963

Sd: T. A. Rajah

Senior Asst. Registrar,  
Supreme Court,  
Federation of Malaya,  
Penang

L.S.

D.9  
(continued)

4. Note for  
\$100

29th May  
1962

170.

D.9  
(continued)

5. Note for  
\$100

15th June  
1962

D.9 (continued)

5. Note for \$100.00

15/6 Ratna took \$100.00

Sd: ? Int. ? 15/6

Translation No. 319/63 Folio 1 Fees \$2/-

Translated by

Sd: Illegible

22/10/63.

A Sworn Interpreter  
Supreme Court,  
Penang

10

Issued this 30th day of October 1963

Sd: T. A. Rajah  
Senior Asst. Registrar,  
Supreme Court,  
Federation of Malaya,  
Penang.

L.S.

171.

D.9 (Continued)

6. Note for \$100

29/6 Naran (Ratna?) took Dollars One hundred  
only (\$100.00)

D.9  
(continued)

6. Note for  
\$100

29th June  
1962

Int. ?

Translation No.320/63 Folio 1 Fees \$2/-

Translated by

Sd: Illegible

22/10/63

10 A Sworn Interpreter,  
Supreme Court, Penang.

Issued this 30th day of October 1963

Sd: T. A. Rajah,  
Senior Asst. Registrar,  
Supreme Court,  
Federation of Malaya,  
Penang

L.S.

D.9  
(continued)

7. Note for  
\$350

22nd July  
1962

D.9 (continued)

7. Note for \$350

22/7 Mrs. Ratna \$350.00

Int. ?

Translation No.321/63 Folio Fees \$2/-

Translated by

Sd: Illegible

22/10/63

A Sworn Interpreter,  
Supreme Court, Penang.

Issued this 30th day of October 1963

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Supreme Court,  
Federation of Malaya,  
Penang.

L.S.

173.

D.9 (continued)

8. Note for \$300

25/7 Ratna Dollars Three hundred  
only (\$300.00)

Sdg: ? Int. ?

Translation No.322/63 Folio 1  
Fees \$2/-

Translated by

Sd: Illegible

22/10/63

10 A Sworn Interpreter,  
Supreme Court, Penang

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Supreme Court,  
Federation of Malaya,  
Penang

L.S.

D.9  
(continued)

8. Note for  
\$300

25th July  
1962

Exhibits

D.9  
(continued)  
9. Note for  
    \$100  
8th August  
1962

D.9 (Continued)

9. Note for \$100.00

8/8 Ratna took Dollars One Hundred only  
(\$100.00)

Int. ?

Translation No. 323/63 Folio 1 Fees \$2/-

Translated by

Sd: Illegible

22/10/63

A Sworn Interpreter,  
Supreme Court, Penang.

10

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Supreme Court,  
Federation of Malaya,  
Penang

L.S.

175.

D.9 (Continued)

10. Note for \$240.00

\$240.00

Int. ? 11/8/62

Translation No. 323/63 Folio 1 Fees \$2/-

Translated by

Sd: Illegible

22/10/63

A Sworn Interpreter

10 Supreme Court, Penang

Issued this 30th day of October 1963

Sd: T. A. Rajah

Senior Asst. Registrar.

Supreme Court,

Federation of Malaya,

Penang

L.S.

Exhibits

D.9  
(continued)

10. Note for  
\$240.00

11th August  
1962

176.

Exhibits

D. 9 (Continued)

D.9  
(Continued)

11. Note for \$100.00

11. Note for  
\$100.00

11th August  
1962

29/9 Ratna took Dollars One hundred  
only (\$100.00)

Sgd. ? Int.? 29/9/62

Translation No. 325/63 Folio 1 Fees \$2/-

Translated by

Sd: Illegible

22/10/63

A Sworn Interpreter

10

Supreme Court,

Penang.

Issued this 30th day of October 1963

Sd: T. A. Rajah,

Senior Assistant Registrar,

Supreme Court,

Federation of Malaya,

Penang

L.S.

D.9 (Continued)

Exhibits

12. Note for \$100.00

D.9  
(continued)

16/11 Ratna took Dollars One hundred only  
(\$100.00)

12. Note for  
\$100.00

16th November  
1962

Sgd: ? Int. ? 16/11.62

Translation No. 326/63 Folio 1 Fees \$2/-

Translated by

Sd: Illegible

22/10/63

10 A Sworn Interpreter,  
Supreme Court, Penang

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Senior Asst. Registrar

Supreme Court,

Federation of Malaya,

Penang

L.S.

Exhibits

D.9  
(continued)

D. 9 (Continued)

13. Note for \$100.00

13. Note for  
\$100.00

12th December  
1962

12/12 Ratna took Dollars One hundred only  
(\$100.00)

Sgd: ?

Translation No. 311/63 Folio 1 Fees \$2/-

Translated by

Sd: Illegible

22/10/63

A Sworn Interpreter,  
Supreme Court, Penang

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Supreme Court,

Federation of Malaya,

Penang

L.S.

D. 9 (Continued)

Exhibits

14. Note for \$150.00

D.9  
(Continued)

16/1 Ratna took Dollars One hundred and  
fifty only (\$150.00)

14. Note for  
\$150.00

Again Dollars One hundred only (\$100.00)

16th January  
1963

Sgd: ?

Translation No. 312/63 Folio 1 Fees \$2/-

Translated by

Sd: Illegible

10

22/10/63

A Sworn Interpreter,

Supreme Court, Penang

Issued this 30th day of October 1963

Sd: T. A. Rajah,  
Senior Assistant Registrar,

Supreme Court,

Federation of Malaya,

Penang.

L.S.

Exhibits

D.9 (Continued)

D.9  
(Continued)

15. Note for \$150.00

15. Note for  
\$150.00

17/1 Ratna took Dollars One hundred and  
Fifty only (\$150.00)

17th January  
1963

Sgd: ?

Translation No. 313/63 Folio 1 Fees \$2/-

Translated by

Sd: Illegible

22/10/63

A Sworn Interpreter,

10

Supreme Court, Penang.

Issued this 30th day of October 1963

Sd: T. A. Rajah,

Senior Asst. Registrar,

Supreme Court,

Federation of Malaya,

Penang

L.S.

D.9 (Continued)

16. Note for \$200.00

2/2 Paid to Chin Aik for Ratna (\$200.00)

Translation No. 314/63 Folio 1 Fees \$2/-

Translated by

Sd: Illegible

22/10/63

A Sworn Interpreter,

Supreme Court, Penang

10 Issued this 30th day of October, 1963

Sd: T. A. Rajah,

Senior Asst. Registrar,

Supreme Court,

Federation of Malaya,

Penang

Exhibits

D. 9  
(continued)

16. Note for  
\$200.00

2nd February  
1963

L.S.

Exhibits

D. 9 (continued)

D.9  
(continued)

17. Receipt of Lean Hup Motors for \$16

17. Receipt  
of Lean  
Hup  
Motors  
for \$16

Ratna A/C

Penang 21st March 1961

No. 2014

21st March  
1961

Messrs. Sin Seng Company

PA 7897

Lean Hup Motors  
(Spray Painting Department)

Nos. 59A & 61 Tye Sin Street, Penang.

Telephone No. 65194

10

---

Particulars

Spray paint at rear mudguard; dotted  
painting on rear door and polish the  
whole car.....\$16.00

Dollars Sixteen only.

Sgd: in Tamil ?

Paid. Sgd. ? 3/8/62.

Translation No.338/63 Folio 1 Fees \$2/-

Translated by

Sd: Illegible

20

22/10/63

A Sworn Interpreter,  
Supreme Court, Penang

Issued this 30th day of October 1963

Sd:T/A Rajah - Senior Asst. Registrar  
Supreme Court, Federation of Malaya,  
Penang.

L.S.

D.9 (Continued)18. Bill of Lean Hup Motors for \$55.00.

Messrs. Soo Seng Importer & Exporter  
Pa 7897 Mercedes

Penang 23rd June 1961  
No.9857

Lean Hup Motors

Nos. 59A & 61 Tye Sin Street, Penang,  
Telephone No.65194 Cable address LEANHUPMOT

Exhibits

D.9  
(continued)

18. Bill of  
Lean Hup  
Motors  
for \$55

23rd June  
1961

10

Particulars

To 1 exhaust box	\$39.00
" " " pipe	9.00
" Dismantle exhaust box cover & welding	<u>7.00</u>
	<u>\$55.00</u>

Dollars Fifty-five only

Chop of Lean Hup Motors  
(Tel. 5194)

59A & 61 Tye Sin Street, Penang

Translation No.339/63 Folio 2 Fees \$3/-

20 Translated by

Sd: Illegible

22/10/63

A Sworn Interpreter,  
Supreme Court, Penang

Issued this 30th day of October 1963

Sd: T.A. Rajah,  
Senior Assistant Registrar,  
Supreme Court,  
Federation of Malaya,  
Penang.

30

L.S.

Exhibits

D.9 (Continued)

D.9  
(continued)

19. Receipt for Lean Hup Motors for \$55

19. Receipt of  
Lean Hup  
Motors for  
\$55

24th June  
1961

LEAN HUP MOTORS

Nos. 59A & 61, Tye Sin Street, Penang.

Telephone No. 65194. No. 4275.

Cable Address: "LEANHUPMOT"

---

Date 24/6/1961

Received from Sd: Soo Seng Seong Hung

(In Chinese)

the sum of Dollars Fifty five (in Chinese)  
being payment of Bill No. 9857.

10

Cash

LEAN HUP MOTORS

Sd:

Manager

\$55/-

Stamp 5 cts.

D.9(Continued)

20. Receipt of Eng Keat for \$10

Eng Keat  
Nos. 2 & 4 Prangin Road,  
Penang  
Business Reg. Certificate No.6544

Telephone No. 3465

---

Exhibits

D.9  
(continued)

20. Receipt  
of Eng  
Keat  
for \$10/-  
7th March  
1962

Cash Sale 7th March 1962

10 to 2 katties of Tavoy dried fish @ \$5/-  
per katty - \$10.00.

Paid. Chop Eng Keat Cash Sale Bill.

Translation No. 327/63 Folio 1 Fees \$2/-

Translated by

Sd: Illegible

22/10/63

A Sworn Interpreter,

Supreme Court, Penang

Issued this 30th day of October 1963

20 Sd: T. A. Rajah,  
Senior Asst. Registrar,  
Supreme Court,  
Federation of Malaya,  
Penang.

L.S.

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Exhibits

D.9  
(continued)

21. Bill of  
Soo Seng  
for \$56.45

21st March  
1962

D.9 (Continued)

21. Bill of Soo Seng for \$56.45

Soo Seng Importer & Exporter  
48, Prangin Road, Penang

No. 4178

21st March 1962

To one bag of Wild Swan Brand white  
rice ... .. \$56-45

One item

Translation No. 335/63 Folio 1 Fees \$2/-

Translated by

Sd: Illegible

10

22/10/63

A Sworn Interpreter

Supreme Court, Penang

Issued this 30th day of October 1963

Sd: T. A. Rajah,

Senior Asst. Registrar,  
Supreme Court,  
Federation of Malaya,  
Penang

L.S. 20

ExhibitsD.9 (Continued)

22. Received Bill, Ban Hong Leong  
& Co. Ltd. for \$119.50

Cash Sale

BB No. 27829

Penang 24th April 1962

Messrs. Soo Seng Importer & Exporter  
PA 9897

Bought of Ban Hong Leong & Co. Ltd.  
256-262, Carnarvon Street, Penang

D.9  
(continued)  
22. Received  
Bill, Ban  
Hong  
Leong &  
Co. Ltd.  
for  
\$119.50

24th April  
1962

10 Telephone Nos. 62556 - 65337

Branch - 137 - 138, Station Road, Bukit  
Mertajam, P.W. Tel. No. 147

Whole sale and retail dealers of motor &  
cycle parts and accessories

Agents for Continental motor tyres & tubes

Articles

To 2 tyres 670 x 13 Litchelin white wall  
@ \$59/- each \$118.00

To Labour for fixing 1.50

\$119.50

20 "OH" own account. Paid Sgd: ? 27/4/62. Sgd.?

Translation No. 340/63 Folio 2 Fees \$3/-

Translated by

Sd: Illegible

22/10/63

A Sworn Interpreter,  
Supreme Court, Penang

Issued this 30th day of October 1963

Sd: T. A. Rajah,  
Senior Asst. Registrar  
Supreme Court,  
Federation of Malaya,  
Penang.

L.S.

Exhibits

D.9  
(continued)

23. Receipt  
for \$5

D. 9 (Continued)

23. Receipt for \$5

(Finl. 38)

M. No. 818977

Receipt

15th May  
1962

FEDERATION OF MALAYA

STATE OF PENANG

Station G/T Department Police

RECEIVED FROM M. Ratnaval

Dollars Five only

and cents

10

in respect of

Gen. 2510/62

\$	.	c.
5		00
TOTAL		

Spot Comp.

5 00

TOTAL

Sd:

GEORGE TOWN DISTRICT  
PENANG

Signature

Date 15/5/62.

Exhibits

D.9

(Continued)

D.9 (Continued)  
24. Bill of Soo Seng for \$4.05

24. Bill of  
Soo Seng for  
\$4.05

Soo Seng Importer & Exporter  
No.48, Prangin Road, Penang

22nd May  
1962

No. 17239 22nd May 62

Mr. Ratna

To	4 tins of Chicken Elizzard (paste)	\$2.40
"	1 tin of Lychee	1.20
10 "	1 katty of dried melon cut in small sticks	.45
Total		\$ 4.05

Paid                      Int.                      ?

Translation No.328/63 Folio 1 Fees \$2/-

Translated by

Sd: Illegible

22/10/63

A Sworn Interpreter,  
Supreme Court, Penang

20 Issued this 30th day of October 1963

Sd: T. A. Rajah

Senior Asst. Registrar,  
Supreme Court,  
Federation of Malaya,  
Penang

D.9 (continued)Exhibits25. Bill of Communico for \$200.15D.9  
(continued)

Business Reg. No. 164579 Bill No. 32

25. Bill of  
Communico  
for \$200.15Mr. Ratnavale,  
16 Cheeseman Road,  
Penang, Dr.

To COMMUNICO

5th June  
1962Radio & Electronic Equipment Specialists  
55, DATO KRAMAT ROAD,  
PENANG, Tel: 62802  
P P

Date 5th June 1962 10

<u>Date</u>	<u>Particulars</u>	<u>Unit Price</u>		
		₹ c.	₹ cts.	
11.1.62	To <u>servicing of Nord Mende radiogram</u>			
	1 EL 84 valve	4. 50		
	1 E.CL 81 Valve	4. 75		
	1 .01 mfd. condensor	1. 00		
	To service and transport charges	<u>10. 00</u>	20. 25	
23.3.62	<u>Swan Kettle</u>			20
	1 Swan Kettle element	9.50		
	2 yards 3-core wire	1.40		
	1 Plug Top	1.50		
	To service charges	<u>2.00</u>	14.40	
28.3.62	1 G.E.C. Kwali Cooker	49. 00		
	1 Plug Top	<u>1. 50</u>	50. 50	
31.3.62	<u>Automatic Car Aerial</u>			
	To rewinding of Motor Armature	15.00		
	To rewinding of one field coil	6.00		
	To service and installation charge	<u>7.00</u>	28. 00	30
12.4.62	<u>Becker Car Aerial</u>			
	To rewinding of automatic tuning relay coil	7.00		
	To service charges-tuning of set etc.	<u>5.00</u>	12. 00	
23.4.62	Table Lamp 2 yards flexible cable	1.00		
	1 Plug Top	1.50		
	1 15A extension plug	<u>2.50</u>	<u>5. 00</u>	40
	C/F		₹130. 15	

191.

	B/F	₱130.15	D.9 (continued)
25.5.62	pcs. needle for pick-up	8.00	25. Bill of Communico
29.5.62	1 12" KDK Fan-Push-button type	62.00	for ₱200.15 (continued)
		<u>₱ 200.15</u>	5th June 1962

Dollars Two hundred and Cents fifteen only.

Sd: COMMUNICO

E & O E

Sd:

Exhibits

D.9 (Continued)

D.9  
(continued)

26. Bill of Lean Hup Motors for \$16

26. Bill of  
Lean Hup  
Motors for  
\$16

Penang 6th June 1962

Messrs. Soo Seng Importers & Exporters

6th June  
1962

PA 7897

No. 11847

Lean Hup Motors

Nos. 59A & 61, Tye Sin Street, Penang

Cable address LEANHUPMOT

Tel. 65194

Particulars

10

4.6.62 To knocking and spraying paint on  
rear mudguard and dotted  
painting on 1 rear door \$16.00

Dollars sixteen only

Chop of Lean Hup Motors

Tel: (5194)

59A & 61, Tye Sin Street,  
Penang.

Translation No.341/63 Folio 1 Fees \$2/-

Translated by  
Sd: Illegible

20

22/10/63

A Sworn Interpreter,  
Supreme Court, Penang

Issued this 30th day of October 1963

Sd: T. A. Rajah

Senior Asst. Registrar,  
Supreme Court,  
Federation of Malaya,  
Penang.

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L.S.



ExhibitsD.9 (Continued)

D.9  
28. Bill of  
Soo Seng  
for \$6.50  
20th July  
1962

28. Bill of Soo Seng for \$6.50

No.20000 Soo Seng Importer &amp; Exporter

No.48, Prangin Road, Penang

Mr. Ratna

20th July 1962

To 1 packet of 10 Razor Blades \$1.10

" 5 packets " " " " \$5.50

Total \$6.60

Paid - Soo Seng Importer &amp; Exporter

Cash Sale Bill

10

Translation No.330/63 Folio 1 \$2/-

Translated by

Sd: Illegible

22/10/63

A Sworn Interpreter,  
Supreme Court, Penang

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Supreme Court,

20

Federation of Malaya,

Penang.

L.S.

D.9 (continued)

29. Cash Sale Receipt of Eng Keat for \$16.10

Eng Keat  
 Nos. 2 & 4 Prangin Road. Phone No. 3465  
 Business Reg: Certificate No. 6544

Exhibits

D.9  
 (continued)  
 29. Cash Sale  
 Receipt of  
 Eng Keat  
 for \$16.10

24th July  
 1962

Cash Sale 24th July 1962

	To 1.9375 katties of Tavoy dried fish @ \$6.70 per katty	\$13.00
10	" 2 tins of shrimp paste @ 65 cts. per tin	1.30
	" 2 pieces of Balchan @ 90 cts. per piece	1.80
	Total	<u>\$16.10</u>

Paid Ratna

Chop Eng Keat Cash  
 Sale Bill

Translation No. 331/63 Folio 1 Fees \$2/-

Translated by

20 Sd: Illegible  
 22/10/63

A Sworn Interpreter,  
 Supreme Court, Penang

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Sd: T. A. Rajah

Senior Asst. Registrar,  
 Supreme Court,  
 Federation of Malaya,  
 Penang.

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Exhibits

D.9 (continued)

D.9  
(continued)

30. Cash sale receipt of Eng Keat for \$9.20

30. Cash Sale  
Receipt of  
Eng Keat  
for \$9.20

Eng Keat  
Nos. 2 & 4, Prangin Road,  
Business Reg. Certificate No. 6544

Phone No. 3465

24th July  
1962

Cash Sale

24th July 1962

To 1.375 katties of Tavoy  
dried fish @ \$6.70  
per katty

\$9.20

Paid Ratna

10

Chop Eng Keat Cash Sale Bill

Translation No.322/63 Folio 1 Fees \$2/-

Translated by

Sd: Illegible

22/10/63

A Sworn Interpreter,  
Supreme Court, Penang

Issued this 30th day of October 1963

Sd: T. A. Rajah,

Senior Assistant Registrar,

20

Supreme Court,

Federation of Malaya,

Penang.

L.S.

D.9 (Continued)

31. Receipt for Soo Seng for \$56.45

Exhibits

D.9

31. Receipt  
for Soo  
Seng for  
\$56.45

28th August  
1962

Soo Seng Importer & Exporter  
48, Prangin Road, Penang

No. 11457      Ratna (Clerk)      28th August 1962

Dear Sir,

10      The sum of Dollars Fifty-six and Cents  
Forty-five only (\$56.45) being the value of  
goods ordered by you has been received with  
thanks and entered into your credit  
account. Please don't worry. We welcome  
your future orders.

Yours faithfully,

Soo Seng Importer & Exporter

Sd:      Teh.

In payment of delivery note No. 4178.

Translation No.336/- Folio 1 Fees \$2/-.

Translated by

Sd: Illegible

22/10/63

20

A Sworn Interpreter,  
Supreme Court, Penang

Issued this 30th day of October 1963

Sd: T. A. Rajah

Senior Asst. Registrar,

Supreme Court,

Federation of Malaya,

Penang.

L.S.

Exhibits

D.9 (Continued)

D.9  
(continued)

32. Cash  
Bill of  
Shu Tong  
Mow for  
\$48

32. Cash Bill for Shu Tong Mow for \$48  
B. No. 07569 Penang 18.9.1962  
Shu Tong Mow Watch & Optical Co.,  
No.531, Penang Road, Penang  
Tel. No. 64576

18th September  
1962

Registration No.55136

CASH BILL WATCH No.....

Mr. Cash

One set of Vlll Sheaffer Pen

\$48/00

By Sd:

10

GUARANTEE FOR 6 MONTHS BUT NOT  
RESPONSIBLE FOR BROKEN PART AND GOODS  
PURCHASED ARE NOT RETURNABLE.

D.9 (Continued)Exhibits33. Bill of Soo Seng for \$51.15

D.9  
(continued)  
33. Bill of  
Soo Seng for  
\$51.15

Soo Seng, Importer & Exporter  
No.48, Prangin Road, Penang.

No.00076

2nd February 1963

Mr. Lee Yam Hwa

A/c Ratna

2nd  
February  
1963

To	10 katties of groundnut oil	§6.20
"	2 doz. tins of Blue Cross condensed milk	13.40
10 "	1 tin of 3 lbs. Ovaltine	5.00
"	3 tins of small Horlicks	3.70
"	15 katties of white sugar	4.50
"	1 packet of 5 lbs. refined white sugar	2.50
"	1 packet of FEB	2.20
"	2 tins of Jam	1.70
"	1 tin of vegetable oil	1.55
"	1 doz. pieces of flower brand soap	2.40
"	2 doz. of 1 lb. Glucose	3.10
20 "	1 tin of biscuits	2.80
"	1 tin of butterfly brand flour	1.00
"	1 box of Tiger Balm	1.10

Total §51.15

Soo Seng Importer & Exporter  
Cash Bill Sale

Translation No.335/63 Folio 1. Fees §3/-

Translated by

Sd: Illegible

22/10/63

30 A Sworn Interpreter,  
Supreme Court, Penang

Issued this 30th day of October, 1963

Sd: T. A. Rajah

Senior Asst. Registrar,  
Supreme Court,  
Federation of Malaya,  
Penang

L.S.

Exhibits

D.9  
(continued)  
34. Bill of  
Soo Seng  
for \$52

D.9 (continued)

34. Bill of Soo Seng for \$52

Soo Seng Importer & Exporter  
No.48 Prangin Road, Penang

6th February  
1968

No.09034

6th February 1963

Mr. Lee Yam Hwa of Gladstone Road

To One bag of Kedah white rice \$52.00

One Item

Delivered Sgd: Lee Bee Wa ?

Soo Seng Cash Sale Bill.

10

Translation No. 334/63 Folio 1 Fees \$2/-

Translated by

Sd: Illegible

22/10/63

A Sworn Interpreter,  
Supreme Court, Penang

Issued this 30th day of October 1963

Sd: T. A. Rajah

Senior Asst. Registrar, L.S.

Supreme Court,

20

Federation of Malaya,

Penang.

201.

D.9 (continued)

35. Receipt of Soo Seng for \$52

Soo Seng Importer & Exporter No.  
48, Prangin Road, Penang

No. 13122

16th February 1963

Ratna (in red pencil)

Mr. Lee Yam Hwa,

Dear Sir,

10 The sum of Dollars Fifty-two only  
(\$52/-) being the value of goods ordered  
by you has been received with thanks and  
entered into your credit account. Please  
don't worry. We welcome your future  
orders.

Yours faithfully,

Soo Seng Importer & Exporter

In payment of delivery note No. 09034

Sgd: Ratnavale

Translation No.333/63 Folio Fees \$2/-

Translated by

20 Sd: Illegible

22/10/63

A Sworn Interpreter,  
Supreme Court, Penang

Issued this 30th day of October 1963

Sd: T. A. Rajah

Senior Asst. Registrar,  
Supreme Court,  
Federation of Malaya,  
Penang.

L.S.

Exhibits

D.9  
(continued)

35. Receipt  
of Soo  
Seng for  
\$52

16th  
February  
1963

ExhibitsD. 9 (continued)D.9  
(Continued)36. Bill of Peking Hotel for \$45.6036. Bill of  
Peking  
Hotel for  
\$45.60  
  
17th  
February  
1963

## Telephone

22455  
22456  
22457  
22458  
22459

## Peking Hotel

No. 50-50A; Penang Road,  
Penang, Malaya

10

ARUNSSALAM  
c/o RATNAM VEIL

Date 17.2.63

Room No. 404

Messrs. Soo Seng

From	to	\$	cts.
To Room Rent	1 day at \$12/- Per Day	12.	00
Air Conditioned	\$3/- Per Day 1 day	3.	00
Meals A/c		33.	00

20

Telephone Call A/c  
Laundry Charges A/c  
Miscellaneous

Sd: Ratnavale

Total	48.	00
	2.	40
	<u>45.</u>	<u>60</u>

203.

D.9 (Continued)

37. Voucher of Sungei Badak  
Mining Company for \$250/-

V O U C H E R

Sungei Badak Mining Company

Dollars Two hundred and fifty only

Use for Salary

Account Salary A/c

\$250/-

10

Manager Sd:  
1963 2 28

MD. NP

Exhibits

D.9  
(continued)

37. Voucher  
of Sungei  
Badak  
Mining  
Company for  
\$250/-  
28th  
February  
1963

ExhibitsD.9 (continued)D.9  
(continued)38. Bill of Peking Hotel for \$24.4038. Bill of  
Peking Hotel  
for \$24.40  
16th March  
1963

Telephone

No. 37809

22455  
22456  
22457  
22458  
22459PEKING HOTEL  
No. 50-50A, Penang Road,  
Penang, Malaya

10

Room No. 206

Date 16.3.63

Messrs. V.V.K. PALASUMTHARAM

M D N P

FROM	To	\$	cts.
To Room Rent	2 days at \$13 per day	26.	00
Air conditioned	\$3/- per day		days
Meals A/c		3.	60
Telephone Call A/c	16/3/63		20
Laundry Charges A/c			
Miscellaneous	19/3/63		

Sd: V.K. Palasuntharam

TOTAL

29. 60

5. 20

\$24. 40

Sd: Illegible

D.9 (continued)

39. Note for \$1.25

K.P.S.

11. 4.62

\$1/25 - Only

One dollar and twenty five cents only.

Sd: James

Exhibits

D.9  
(continued)

39. Note for  
\$1.25

11th April  
1962

---

40. Note for \$1.70

40. Note  
for \$1.70

11/6

11th June  
1963

Elastoplast plaster - 90 cts.

10 693 H.B. Tablets 20 80 cts.

\$1.70 cts.

Dollars one and cents seventy only.

Sd. James

Exhibits

D.9 (continued)

D.9  
(continued)

41. I.O.U. Chit of Ratnavale for \$50

41. I.O.U.  
Chit of  
Ratnavale  
for \$50

Temporary Loan

1st  
September  
1962

\$50/-

(Dls. Fifty)

Sd: Ratnavale

1/9/62

42. I.O.U.  
Chit of  
Ratnavale  
for \$100

42. I.O.U. Chit of Ratnavale for \$100

26th  
November  
1962

Taken from

10

Lee Ah Seng

\$100.00

(Dls. One hundred)

Sd: Ratnavale

26/10/62

207.

D.9 (continued)

43. I.O.U. Chit of Ratnavale  
for \$100

Taken \$100/-

Sd: Ratnavale

9/11/62

Exhibits

D.9  
(continued)

43. I.O.U.  
Chit of  
Ratnavale  
for \$100

9th  
November  
1962

---

44. I.O.U. Chit of Ratnavale  
for \$30

29/12

Dollars thirty

only for Kim Mong

\$30/-

Sd: Ratnavale

44. I.O.U.  
Chit of  
Ratnavale  
for \$30

29th  
December  
1962

ExhibitsD.9 (continued)

D.9  
(continued)

45. I.O.U.  
Chit of  
Ratnavale  
for ₹100

11th  
January  
1963

45. I.O.U. Chit of Ratnavale for ₹100

Taken ₹100/-

(Dollars one hundred)

Sd: Ratnavale

11.1.63

46. Loan  
Chit of  
Maha  
Syndicate  
for ₹100

24th  
January  
1963

46. Loan Chit of Maha Syndicate  
for ₹100

24/1/63

Loan from Maha Syndicate

10

Dls. One hundred only.

₹100/-

Sd: Illegible

D. 9 (continued)

47. Telecoms received Bills

TALIKOM PERSEKUTUAN TANAH MELAYU  
TELECOMMUNICATIONS MALAYA

Exhibits

D.9  
(continued)

47. Telecoms  
received  
Bills

10th  
December  
1961 to  
10th  
January  
1963

₹35

Accounts  
Office  
Use only

MADAM M. RATNA AMMAL

10 19 Scotland Road,  
Penang D 280329 B280329

FOR MONTH ENDING

PG 64380  
PG 64380 10 DEC 61 643.80+

<u>Date</u>	<u>Details</u>	<u>Amount</u>	
Nov. 10	Balance	95.00 +	95.90 +
Nov. 21	Payment	59.80 -	59.80 -
12 10	TKS	PHO	
		6.30 +	6.30 +
	RENTAL	15.00 +	15.00 +
		+ 57.40 +	+ 57.40 +

20

TELECOMMUNICATIONS MALAYA

STATEMENT OF TRUNK CALLS & PHONOGRAM  
CHARGES

<u>Date</u>	<u>Subscriber's Number</u>	<u>Trunk Calls</u>	<u>Phonograms</u>
Nov.14 PG	64380	1.50+	
Nov.19 PG	64380	2.00+	DR
Nov.23 PG	64380	2.80+	
		+ 6.30 +	

Exhibits

D.9  
 (continued)  
 47. Telecoms  
     receipted  
     bills  
 (continued)  
 10th  
 December  
 1961 to  
 10th  
 January  
 1963

TALIKOM PERSEKUTUAN TANAH MELAYU  
 TELECOMMUNICATIONS MALAYA

₹35

MADAM M. RATNA ANIMAL  
 19 Scotland Road,  
 Penang

B 323018  
 FOR MONTH ENDING  
 10 JAN 62

PG 64380  
 PG 64380

---

<u>Date</u>	<u>Details</u>	<u>Amount</u>
12 10	Balance	57.40 +
12 18	Payment	26.10 -
1 10	Tks PHO	17.40 +
	Rental	15.00 +
		+ 53.70 +

10

FEB 10-13 Om - 0053 70A =

TELECOMMUNICATIONS MALAYA  
STATEMENT OF TRUNK CALLS FEES & TELEGRAM  
CHARGES

Date	Subscribers Numbers	Trunk Calls	Telegrams
121 3 PG	64380	4.60 +	
121 5 PG	64380	.50 +	
121 6 PG	64380	1.00 +	
12 PG	64380	1.00 +	
) 12 PG	64380	.40 +	
122 3 PG	64380	.20 +	
123 0 PG	64380	2.40 +	
1 4 PG	64380	.90 +	
1 6 PG	64380	.50 +	
1 8 PG	64380	1.20 +	
1 9 PG	64380	.70 +	
1 9 PG	64380	1.20 +	
122 4 PG	64380		1.50 +
1 4 PG	64380		1.30 +
	+ 64380	14.60	+ 2.80 +

Exhibits  
D.9  
(continued)  
47. Telecoms  
received  
bills  
(continued)  
10th  
December  
1961 to  
10th  
January  
1963

Exhibits

D.9  
(continued)  
47. Telecoms  
received  
bills  
(continued)

TALIKOM PERSEKUTUAN TANAH MELAYU  
TELECOMMUNICATION MALAYA

₹35

10th  
December  
1961 to  
10th  
January  
1963

MADAM M.RATNA AMMAL  
19 SCOTLAND ROAD,  
PENANG

ACCOUNTS  
OFFICE  
USE ONLY

B 373581

FOR MONTH ENDING

B373581

PG 64380

PG 64380

10 FEB 62

643.80 +

10

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Date	Details	Amount		
1 10	Balance	53.70 +	53.70 +	
FEB 10	Payment	53.70 -	53.70 -	
FEB 10	TKS PHO	14.50 +	14.50 +	
	RENTAL	15.00 +	15.00 +	
		+ 29.50 +	+ 29.50 +	

## TELECOMMUNICATIONS MALAYA

STATEMENT OF TRUNK CALLS FEES & TELEGRAM  
CHARGES

Date	Subscriber's Numbers	Trunk Calls	Telegrams
11 2 PG	64380	4.00 +	
12 5 PG	64380	1.50 +	
12 6 PG	64380	.90 +	
2 3 PG	64380	.70 +	
10 2 PG	64380	1.60 +	
2 PG	64380	1.80 +	
2 8 PG	64380		4.00 +
		+ 10.50	+ 4.00 +

ExhibitsD.9  
(continued)47. Telecoms  
received  
bills  
(continued)10th  
December  
1961 to  
10th  
January  
1963

Exhibits

D.9  
(continued)

47. Telecoms  
received  
bills  
(continued)

10th  
December  
1961 to  
10th  
January  
1963

TALIKOM PERSEKUTUAN TANAH MELAYU

TELECOMMUNICATIONS MALAYA

₹35

MADAM M RATNA AMMAL

19 SCOTLAND ROAD

PENANG

B 418383

PG 64380

FOR MONTH ENDING

PG 64380

10 MAR 62

Date	Details	Amounts	10
FEB 10	BALANCE	29.50 +	
MAR 10	TKS PHO	2.90 +	
	RENTAL	15.00 +	
		+ 47.40 +	

APR 12 - 055 n - 0047.40A=

## TELECOMMUNICATIONS MALAYA

STATEMENTS OF TRUNK CALLS FEES &  
TELEGRAM CHARGES

<u>Date</u>	<u>Subscriber's Number</u>	<u>Trunk Calls</u>	<u>Telegrams</u>
21 6 PG	64380	1.50 +	
21 9 PG	64380	.90 +	
22 8 PG	64380	.50 +	
		+ 2.90 +	+

ExhibitsD.9  
(continued)47. Telecoms  
received  
bills  
(continued)10th  
December  
1961 to  
10th  
January  
1963

Exhibits

D.9  
(continued)  
47. Telecoms  
received  
bills  
(continued)

TALIKOM PERSEKUTUAN MELAYU  
TELECOMMUNICATIONS MALAYA

₹35

10th  
December  
1961 to  
10th  
January  
1963

MADAM M. RATNA ANIMAL  
19 SCOTLAND ROAD  
PENANG

B469220

FOR MONTH ENDING

10 APR 62

ACCOUNTS  
OFFICE  
USE ONLY

B469220

PG 64380

10

PG 64380

10 APR 62

64380+

Date	Details	Amount	
MAR 10	BALANCE	47.40 +	47.40 +
APR 10	TKS PHO	19.90 +	19.90 +
	RENTAL	15.00 +	15.00 +
		+ 82.30 +	82.30 +

TELECOMMUNICATIONS MALAYA  
STATEMENTS OF TRUNK CALLS FEES & TELEGRAM  
CHARGES

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Date	Subscriber's Number	Trunk Calls	Telegrams
311 PG	64380	.50 +	
313 PG	64380	1.00 +	
326 PG	64380	.50 +	
327 PG	64380	.50 +	
10 329 PG	64380	.90 +	
1 PG	64380	.90 +	
4 1 PG	64380	1.40 +	
410 PG	64380	.20 +	
329 PG	64380		8.00 +
4 7 PG	64380		6.00 +
		5.90 +	+ 14.00 +

Exhibits

D.9  
(continued)

47. Telecoms  
received  
bills  
(continued)

10th  
December  
1961 to  
10th  
January  
1963

Exhibits

D.9  
(continued)

47. Telecoms  
received  
bills  
(continued)

TALIKOM PERSEKUTUAN TANAH MELAYU  
TELECOMMUNICATIONS MALAYA

₹35.00

10th  
December  
1961 to  
10th  
January  
1963

MADAM M. RATNA AMMAL

19, SCOTLAND ROAD,

PENANG

PG 64380

A 796545

FOR MONTH ENDING

PG 64380

10 MAY 62

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<u>Date</u>	<u>Details</u>	<u>Amount</u>	10
410	Balance	82.30 +	
412	Payment	47.40 -	
MAY 10	TKS TGM	23.00 +	
	RENTAL	15.00 +	
	+	72.90 +	

JUN

11 - 225 3 -0072.90D IV

TELECOMMUNICATIONS MALAYA  
STATEMENT OF TRUNK CALLS FEES AND  
TELEGRAM CHARGES

Exhibits

D.9  
(continued)  
47. Telecoms  
received  
bills  
(continued)

Date	Subscriber's Number	Trunk Calls	Telegrams
411 PG	64380	3.00 +	
414 PG	64380	.50 +	
414 PG	64380	.50 +	
4 0 PG	64380	.20 +	
10 4 1 PG	64380	1.00 +	
424 PG	64380	1.00 +	
425 PG	64380	.50 +	
429 PG	64380	2.70 +	
430 PG	64380	.50 +	
5 1 PG	64380	.50 +	
5 4 PG	64380	1.00 +	
5 6 PG	64380	.20 +	
5 6 PG	64380	1.00 +	
5 7 PG	64380	.60 +	
20 5 7 PG	64380	.60 +	
5 7 PG	64380	.60 +	
5 7 PG	64380	.20 +	
412 PG	64380		1.60 +
430 PG	64380		1.80 +
5 9 PG	64380		4.80 +
	+	14.80 +	8.20 +

10th  
December  
1961 to  
10th  
January  
1963

Exhibits

D.9  
(continued)

47. Telecoms  
received  
bills  
(continued)

TALIKOM PERSEKUTUAN TANAH MELAYU  
TELECOMMUNICATIONS MALAYA

₹35.00

10th  
December  
1961 to  
10th  
January  
1963

MADAM M. RATNA ANIMAL  
19, SCOTLAND ROAD,  
PENANG

A 843992

PG 64380  
PG 64380

FOR MONTH ENDING  
10 JUN 62

Date	Details	Amount	
MAY 10	Balance	72.90 +	10
JUN 10	TKS TGM	24.40 +	
	RENTAL	15.00 +	
	+	112.30 +	

JUL 14-098 3-0039.40A II

TELECOMMUNICATIONS MALAYA

STATEMENT OF TRUNK CALLS FEES & TELEGRAM CHARGES

Exhibits

D.9  
(continued)

47. Telecoms  
received  
bills  
(continued)

10th  
December  
1961 to  
10th  
January  
1963

Date	Subscriber's Number	Trunk Calls	Telegrams
522 PG	64380	1.50 +	
524 PG	64380	4.50 +	
526 PG	64380	1.90 +	
529 PG	64380	.90 +	
10 6 PG	64380	7.30 +	
6 2 PG	64380	.50 +	
6 3 PG	64380	.20 +	
6 3 PG	64380	2.20 +	
6 4 PG	64380	1.40 +	
6 6 PG	64380	1.80 +	
526 PG	64380		1.20 +
529 PG	64380		1.00 +
		+ 22.20 +	2.20 +

Exhibits

D.9  
 (continued)  
 47. Telecoms  
 receipted  
 bills  
 (continued)

TALIKOM PERSEKUTUAN TANAH MELAYU  
 TELECOMMUNICATIONS MALAYA

₹35.00

10th  
 December  
 1961 to  
 10th  
 January  
 1963

MADAM M. RATNA AMMAL  
 19, SCOTLAND ROAD,  
 PENANG

A 896121  
 FOR MONTH ENDING

PG 64380

PG 64380

10 JUL 62

10

Date	Details	Amount
JUN 10	Balance	112.30 +
JUN 11	Payment	72.90 -
JUL 10	TKS TGM	33.60 +
	RENTAL	15.00 +
		88.00 +

AUG -16-085.088 OOD. III

TELECOMMUNICATIONS MALAYA  
STATEMENT OF TRUNK CALLS FEES & TELEGRAM  
CHARGES.

Date	Subscriber's Number	Trunk Calls	Telegrams
JUN 11 PG	64380	.20 +	
JUN 15 PG	64380	.20 +	
JUN 15 PG	64380	.90 +	
JUN 17 PG	64380	2.50 +	
10           PG	64380	2.00 +	
JUN 21 PG	64380	1.20 +	
JUN 21 PG	64380	.60 +	
JUN 24 PG	64380	14.20 +	
JUN 24 PG	64380	.20 +	
JUN 24 PG	64380	1.00 +	
JUN 25 PG	64380	.20 +	
JUN 29 PG	64380	1.50 +	
JUL 5 PG	64380	.20 +	
JUL 5 PG	64380	.60 +	
20   JUL 5 PG	64380	.20 +	
JUL 7 PG	64380	2.00 +	
JUL 9 PG	64380	1.20 +	
JUL 9 PG	64380	1.60 +	
JUL 9 PG	64380	1.60 +	
JUN 30 PG	64380		1.30 DR
		* 32.30 +	1.30DR.

Exhibits

D.9  
(continued)  
47. Telecoms  
received  
bills  
(continued)  
10th  
December  
1961 to  
10th  
January  
1963

Exhibits

D.9  
(continued)  
47. Telecoms  
received  
bills  
(continued)

TALIKOM PERSEKUTUAN TANAH MELAYU  
TELECOMMUNICATIONS MALAYA

₹35

10th  
December  
1961 to  
10th  
January  
1963

MADAM M. RATNA ANJIAL  
19 SCOTLAND ROAD,  
PENANG

ACCOUNTS  
OFFICE  
USE ONLY

A 945086

A 945086

PG 64380 FOR MONTH ENDING

PG 64380 10 AUG 62 643.80 + 10

Date	Details	Amount	
JUL 10	Balance	88.00 +	88.00 +
JUL 14	Payment	39.40 -	39.40 -
810	TKS TGM	30.50 +	30.50+
	RENTAL	15.00 +	15.00+
	+	94.10 +	94.10 +

TALIKOM PERSEKUTUAN TANAH MELAYU  
TELECOMMUNICATIONS MALAYA

RM35.00

MADAM M. RATNA AMMAL  
19, SCOTLAND ROAD,  
PENANG

A 985985  
FOR MONTH ENDING  
10 SEP 62

PG 64380

PG 64380

Exhibits

D.9  
(continued)

47. Telecoms  
received  
bills  
(continued)

10th  
December  
1961 to  
10th  
January  
1963

	Date	Details	Amount
10	AUG 10	Balance	94.10+
	AUG 16	Payment	88.00-
	SEP 10	TKS TGM	27.10+
		RENTAL	15.00+
		*	48.20+

OCT - 8 - 188 5 - 048.20D 111

Exhibits

D.9  
(continued)  
47. Telecoms  
received  
bills  
(continued)  
10th  
December  
1961 to  
10th  
January  
1963

TELECOMMUNICATIONS MALAYA  
STATEMENT OF TRUNK CALLS FEES & PHONOGRAM  
CHARGES

Date	Subscriber's Number	Trunk Calls	Phono- grams
711 PG	64380	.20 +	
711 PG	64380	.20 +	
712 PG	64380	1.60 +	
712 PG	64380	.20 +	
713 PG	64380	.20 +	10
713 PG	64380	.20 +	
714 PG	64380	.30 +	
716 PG	64380	.20 +	
716 PG	64380	.20 +	
717 PG	64380	.20 +	
719 PG	64380	.20 +	
719 PG	64380	1.00 +	
720 PG	64380	.20 +	
720 PG	64380	.20 +	
720 PG	64380	1.00 +	20
721 PG	64380	.20 +	
722 PG	64380	.20 +	
724 PG	64380	.20 +	
727 PG	64380	2.70 +	
729 PG	64380	1.50 +	
8 1 PG	64380	.90 +	
8 2 PG	64380	.20 +	
8 2 PG	64380	.90 +	
8 3 PG	64380	2.40 +	
8 PG	64380	1.80 +	30
8 4 PG	64380	.20 +	
8 6 PG	64380	4.60 +	
8 6 PG	64380	.90 +	
8 7 PG	64380	.20 +	
8 5 PG	64380	.20 +	

The totals marked \* are included in  
the covering bill

TELECOMMUNICATIONS MALAYA  
STATEMENT OF TRUNK CALLS FEES & PHONOGRAM CHARGES

Date	Subscriber's No.	Trunk Calls	Phonograms	40
8 7 PG	64380	.20 +		
8 7 PG	64380	4.50 +		
810 PG	64380	.20 +		
8 2 PG	64380		1.40 +	
8 PG	64380		1.00 +	
		* 28.10	* 2.40 +	

TALING PERSEKUTUAN TANAH MELAYU  
TELECOMMUNICATIONS MELAYA

₹35

MADAM M. RATNA ARIAL  
19, SCOTLAND ROAD,  
PENANG

C 039471  
FOR MONTH ENDING

ACCOUNTS  
OFFICE  
USE ONLY

	PG 64380		C 039471
10	PG 64380	10 OCT 62	643.80 +

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Date	Details	Amount	
SEP 10	Balance	48.20+	48.20+
OCT 8	Payment	48.20-	48.20-
OCT 10	TKS TGM	54.80+	54.80+
	RENTAL	15.00+	15.00+
	*	69.80+	69.80+

Exhibits

D.9  
(continued)  
47. Telecoms  
received  
bills  
(continued)  
10th  
December  
1961 to  
10th  
January  
1963

Exhibits

D.9  
(continued)

TALIKOM PERSEKUTUAN TANAH MELAYU  
TELECOMMUNICATIONS MALAYA

47. Telecoms  
receipted  
bills  
(continued)

\$35

10th  
December  
1961 to  
10th  
January  
1963

MADAM M. RATNA ALI ALI  
19, SCOTLAND ROAD,  
PENANG

C 085091

FOR MONTH ENDING

PG 64380

PG 64380

10 NOV 62

10

Date	Details	Amount
OCT 10	Balance	69.80+
NOV 10	TKS TGM	27.00+
	RENTAL	15.00+
	*	111.80+

DEC. 24 -085 5-111.80D =

TALIAN PERSEKUTUAN TANAH MELAYU  
TELECOMMUNICATIONS MALAYA

RM35.00

ACCOUNTS  
OFFICE  
USE ONLY

MADAM H. RAHMA AHMAD

19, SCOTLAND ROAD,

PENANG

C 134915

C134915

PG 64380

FOR MONTH ENDING

PG 64380

10 DEC 62

64380 +

10	<u>Date</u>	<u>Details</u>	<u>Amount</u>	
	NOV 10	BALANCE	111.80+	111.80+
	DEC 10	TKS TGM	22.20+	22.20+
		RENTAL	15.00+	15.00+
		*	149.00+	149.00+

Exhibits

D.9  
(continued)

47. Telecoms  
received  
bills  
(continued)

10th  
December  
1961 to  
10th  
January  
1963

Exhibits

D.9  
(continued)  
47. Telecoms  
received  
bills  
(continued)

TALIKOM PERSEKUTUAN TANJANG MELAYU  
TELECOMMUNICATIONS MALAYA

₹35.00

10th  
December  
1961 to  
10th  
January  
1963

MADAM H. RATNA ANILAL  
19, SCOTLAND ROAD,  
PENANG

C 186375

PG 64380 FOR MONTH ENDING

PG 64380 10 JAN 63

Date	Details	Amount
DEC 10	BALANCE	149.00 +
DEC 24	PAYMENT	111.80 -
JAN 10	TKS TGM	5.80 +
	RENTAL	15.00 +
	*	58.00 +

10

FEB 23 - 074 5- 058.000.--

231.

D.9 (Continued)

48. Penang City Council Receipted Bills

+++++++2335 A-3 69147 12-APR-62

Exhibits

D.9 (Continued) -  
48. Penang City Council  
Receipted Bills  
24th March 1962 to  
19th February 1963

COMMERCIAL PAPERS

PENANG  
24 MAR 1962

C  
4  
Paid  
P. 7042

16 Cheeseman Road,  
PENANG

50

CITY COUNCIL OF GEORGE TOWN,  
PENANG

Electricity, Water, etc. Charges

Please quote Account Number in correspondence

This bill may be paid at the Mobile  
collection Unit which will be in your  
area on the date shown.

.....  
.....

	5,921 228,100	5,799 217,100	.122 11,000	POW. DOM WATER SEWAGE	*13.80 5.55 4.00	Stamp 6 cts.	
20 MAR 62	Present	Previous	Units or Gallons Consumed	DESCRIPTION OF CHARGES	23.35 Total to be Paid	11 APR 62 Date due for payment	0043 For Office Use
Meter Reading date	METER READINGS						
Any charge for Notice Fee will be shown as "Sundry B" Cheques should be made payable to The City Treasurer Penang							

ASIAN PRINTERS PENANG

232.

COMMERCIAL PAPERS

PENANG  
25 APR  
1962

4 C  
Paid

16, Cheeseman Road,  
PENANG

P. 7042

50

\*\*\*\*\* 28.25 A-3 76790 - 9-MAY 62

CITY OF GEORGE TOWN,  
PENANG

Electricity, Water & Conservancy

Please quote Account Number in correspondence.

This Bill may be paid at the  
Mobile Collection Unit which will  
be in your area on the date shown.

.....  
.....

	6,062 245,400	5,921 228,100	141 17,300	POW. DOM WATER SEWAGE	15.23 9.02 4.00		Stamp 6 cts.
18 APR 62	Present	Previous	Units or Gallons consumed	DESCRIPTION OF CHARGES	28.25 Total to be paid	10 MAY 62 Date due for payment	0043 For Official Use
	METER READINGS						
				Any charge for Notice fee will be shown as "Sundry B". Cheques should be made payable to The City Treasurer, Penang.		ASIAN PRINTERS, PENANG	

Exhibits

D.9 (Continued)

48. Penang City  
Council Receipts  
Bills (continued)  
24th March 1962  
to 19th February  
1963

233.

Exhibits  
D.9 (Continued)

48. Penang City  
Council Receipted  
Bills (continued)  
24th March 1962 to  
19th February 1963

\*\*\*\*\* 28.80 A - 3 86084 13-JUN-62

COMMERCIAL PAPERS PENANG 4 C  
24 MAY PAID  
1962  
P. 7042

CITY COUNCIL OF GEORGE TOWN,  
PENANG

ELECTRICITY, WATER, ETC. CHARGES

Please quote Account Number in correspondence

16, Cheeseman Road,  
Penang

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This Bill may be paid at the Mobile  
Collection Unit which will be in your  
area on the date shown

.....

	6,214 257,300	6,062 245,400	152 11,900	POW. DOM WATER WATER MSC. SEWAGE	16.05 6.05 2.70 4.00	Stamp 6 cts.	
19 MAY 62	Present	Previous	Units or gallons consumed	DESCRIPTION OF CHARGES	28.80	11 JUN 62	0043
Meter Reading Date	METER READING				Total to be Paid	Date due for payment	For office Use
Any charge for Notice Fee will be shown as "Sundry B" Cheques should be made payable to The City Treasurer, Penang.							

ASIAN PRINTERS PENANG

234.

Exhibits

D.9 (Continued)

48. Penang City Council Receipted Bills (continued) 24th March 1962 to 19th February 1963

\*\*\*\*\* 28.29 E - 3 62911 17 JUL 62

COMMERCIAL PAPERS

PENANG  
23 JUN  
1962

16, Cheeseman Road,  
PENANG

P. 7042

4 C  
PAID

50

CITY COUNCIL OF GEORGE TOWN,  
PENANG

Electricity, Water, etc. Charges

Please quote Account Number in correspondence

This Bill may be paid at the Mobile Collection Unit which will be in your area on the date shown.

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.....

	6,390 269,000	6,214 257,300	176 11,700	POW. DOM. ELEC. MSC. WATER SEWAGE	17.85 .50 5.94 4.00	Stamp 6 cts.	
20 JUN 62 Meter Reading Date	Present	Previous	Units or Gallons Consumed	DESCRIPTION OF CHARGES	28.29 Total to be paid	12 JUL	0043 For Office Use
METER READING						Date due for payment	

Any charge for Notice fee will be shown as "Sundry B" Cheques should be made payable to the City Treasurer Penang

ASIAN PRINTERS, PENANG

Exhibits

D.9 (Continued)

48. Penang City Council Receipted Bills (continued) 24th March 1962 to 19th February 1963

235.

+++++ 23.05A - 3 105958 16-AUG-62

COMMERCIAL PAPERS

PENANG  
23 JUL  
1962

4 C  
Paid

P.7042

CITY COUNCIL OF GEORGE TOWN,  
PENANG

Please quote Account Number in correspondence

This Bill may be paid at the Mobile Collection Unit which will be at your area on the date shown

.....  
..... Received

	6,508 280,000	6,390 269,000	118 11000	POW. DOM. WATER SEWAGE	13.50 5.55 4.00	Stamp 6 cts.	
19 JUL 62	Present	Previous	Units or Gallons	DESCRIPTION OF CHARGES	23.05 Total to be paid	10 AUG 62 Date due for payment	0044 For Office Use
Meter Reading Date	METER READINGS						

Any charge for Notice Fee will be shown as "Sundry B". Cheques should be made payable to the City Treasurer, Penang.

ASIAN PRINTERS, PENANG

236.

COMMERCIAL PAPERS

PENANG  
23 AUG

4 C  
Paid

P.7042

16, Cheeseman Road,  
PENANG

50

++++ 23.65 A -3 115207 14-SEP-62

CITY COUNCIL OF GEORGE TOWN,  
PENANG

Electricity, Water and Conservancy

Please quote Account Number in Correspondence

This Bill may be paid at the Mobile  
Collection Unit which will be in your area  
on the date shown.

.....  
.....Received

	6,631 291,400	6,508 280,000	123 11,400	POW. DOM. WATER SEWAGE	13.88 5.77 4.00	Stamp 6 cts.	
20 AUG 62	Present	Previous	Units or Gallons Consumed	DESCRIPTION OF CHARGES	23.65 Total to be paid	11 SEP 62 Date due for payment	0043 For Office Use
Meter Reading date	METER READINGS						
Any charge for Notice Fee will be shown as "Sundry B" Cheques should be made payable to The City Treasurer Penang.							

ASIAN PRINTERS PENANG

Exhibits

D.9 (Continued)

48. Penang City  
Council Receipted  
Bills (continued)  
24th March 1962 to  
19th February 1963

237.

Exhibits

D.9 (Continued)

48. Penang City Council Receipted Bills (continued) 24th March 1962 to 19th February 1963

+++++ 24.09 A - 3 122383 - 8 - OCT - 62

COMMERCIAL PAPER PENANG 4 C  
22 SEP PAID  
1962

P. 7042

16, Cheeseman Road,  
PENANG

50

CITY COUNCIL OF GEORGE TOWN,  
PENANG

Electricity, Water, etc. Charges

Please quote Account Number in correspondence

This bill may be paid at the Mobile  
Collection Unit which will be in your area  
on the date shown

.....  
.....Received

	6,754 303,600	6,631 291,400	123 12,200	POW. DOM. WATER SEWAGE	13.88 6.21 4.00	Stamp 6 cts.	
19 SEP 62 Meter Reading date	Present METER READING	Previous	Units or Gallons Consumed	DESCRIPTION OF CHARGES	24.09 Total to be Paid	11 OCT. 62 Date due for payment	0043 For Office Use

Any charge for Notice Fee will be shown as "Sundry B" Cheques should be made payable to The City Treasurer Penang.

ASIAN PRINTERS, PENANG

Exhibits

D.9 (Continued)  
 48. Penang City Council Receipted Bills (continued) 24th March 1962 to 19th February 1963

238.

COMMERCIAL PAPERS

16, Cheeseman Road,  
 PENANG

PENANG  
 22 OCT  
 1962

4 C  
 PAID

50

+++ 25.23 D - 3 103383 15-NOV 62

Received

CITY COUNCIL OF GEORGE TOWN,  
 PENANG

Electricity, Water, etc. Charges

Please quote Account Number in correspondence

This Bill may be paid at the Mobile Collection Unit which will be in your area on the date shown.

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 .....

	6,901 314,600	6,754 303,600	147 11000	POW. DOM. WATER SEWAGE	15.68 5.55 4.00	Stamp 6 cts.	
18 OCT 62 Meter Reading Date	Present METER READINGS	Previous	Units or Gallons Consumed	DESCRIPTION OF CHARGES	25.23 Total to be Paid	9 NOV 62 Date due for payment	0043 For Office Use

Any charge for Notice Fee will be shown as "Sundry B". Cheques should be made payable to The City Treasurer Penang

ASIAN PRINTERS, PENANG

Exhibits

D.9 (Continued)

48. Penang City Council Received Bills (continued) 24th March 1962 to 19th February 1963

239.

+++ 26.25 A-3 140712  
14-DEC-62

COMMERCIAL PAPERS

PENANG 4 C  
22 NOV PAID  
1962

P.7042

50

16, Cheeseman Road,  
PENANG

CITY COUNCIL OF GEORGE TOWN, Received  
PENANG

Electricity, Water, etc. Charges

Please quote Account Number in correspondence

This bill may be paid at the Mobile Collection Unit which will be in your area on the date shown.

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.....

Stamp 6 cts.

Meter Reading date	Present	Previous	Units or Gallons Consumed	DESCRIPTION OF CHARGES	Total to be paid	Date due for payment	0043 For Office Use
19 NOV 62	7,055	6,901	154	POW. DOM.	16.20	11 DEC 62	
	9,000	0	9,600	WATER	.00		
	316,900	314,600	2,300	WATER	6.05		
				SEWAGE	4.00		
	METER READINGS				26.25		
					Total to be paid		

Any charge for Notice Fee will be shown as "Sundry B". Cheques should be made payable to The City Treasurer, Penang.

ASIAN PRINTERS, PENANG

240.

+++++ 24.56 A - 5 151061 15-JAN-63

Received

CITY OF GEORGE TOWN,  
PENANG

Electricity, Water & Conservancy

Please quote Account Number in correspondence

This Bill may be paid at the Mobile  
Collection Unit which will be in your area  
on the date shown.

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Exhibits

D.9 (Continued)

48. Penang City  
Council Receipted  
Bills (continued)  
24th March 1962 to  
19th February 1963

COMMERCIAL PAPERS

PENANG  
24 DEC  
1962

4 C  
PAID

P.7042

16, Cheeseman Road,  
PENANG

50

	7,196 20,200	7,055 9,600	141 10,600	POW. DOM. WATER SEWAGE	15.23 5.33 4.00	Stamp 6 cts.	
19 DEC 62 Meter Reading date	Present	Previous	Units or Gallons Consumed	DESCRIPTION OF CHARGES	24.56 Total to be paid	10 JAN 63 Date due for payment	0043 For Office Use
	METER READINGS						

Any charge for Notice Fee will be shown as  
"Sundry B" Cheques should be made payable  
to The City Treasurer, Penang.

ASIAN PRINTERS, PENANG

Exhibits

D.9 (Continued)

48. Penang City Council Receipted Bills (continued) 24th March 1962 to 19th February 1963

241.

+++++++ 24.50 - 3 113401 - 8 FEB - 63

CITY COUNCIL OF GEORGE TOWN,  
PENANG Received

Electricity, Water, etc. Charges

Please quote Account Number in correspondence

This Bill may be paid at the Mobile Collection Unit which will be in your area on the date shown.

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COMMERCIAL PAPERS

PENANG  
22 JAN  
1963

4 C  
PAID

16, Cheeseman Road,  
PENANG.

P.7042

	7,334 31,100	7,196 20,200	138 19900	POW. DOM. WATER SEWAGE	15.00 5.50 4.00	Stamp 6 cts.	
18 JAN 63 Meter Reading Date	Present	Previous	Units or Gallons Consumed	DESCRIPTION OF CHARGES	24.50 Total to be paid	9 FEB 63 Date due for payment	0043 For Office Use
	METER READINGS						

Any charge for Notice Fee will be shown as "Sundry B" Cheques should be made payable to the City Treasurer, Penang.

ASIAN PRINTERS, PENANG

242.

Exhibits

D.9 (Continued)  
 48. Penang City Council Receipted Bills (continued) 24th March 1962 to 19th February 1963

+++++ 28.43 E - 3 121623 11-MAR-63

COMMERCIAL PAPERS

PENANG  
 22 FEB  
 1963

4C  
 PAID

CITY COUNCIL OF GEORGE TOWN, Received  
 PENANG

Electricity, Water, etc. Charges

Please quote Account Number in correspondence

This Bill may be paid at the Mobile Collection Unit which will be in your area on the date shown.

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 .....

P.7042  
 16, Cheeseman Road,  
 PENANG

50

	7,512 43,700	7,334 31,100	178 12000	POW. DOM. WATER SEWAGE	18.00 6.43 4.00	Stamp 6 cts.	
18 FEB 63 Meter Reading Date	Present METER READINGS	Previous	Units or Gallons Consumed	DESCRIPTION OF CHARGES	28.43 Total to be paid	13 MAR 63 Date due for payment	0043 For Office Use

Any charge for Notice Fee will be shown as "Sundry B" Cheques should be made payable to The City Treasurer, Penang.

ASIAN PRINTERS, PENANG

243.

Exhibits

D.9 (Continued)

48. Penang City Council Receipted Bills (continued) 24th March 1962 to 19th February 1963

+++++ 45.03 A - 3 69146 12-APR-62  
RECEIVED

CITY COUNCIL OF GEORGE TOWN,  
PENANG

Electricity, Water, etc. Charges

Please quote Account Number in correspondence

COMMERCIAL PAPERS

PENANG  
21 MAR  
1962

4 C  
PAID

L.8005

60

19, Scotland Road,  
PENANG

	8,046	7,717	329	POW. DOM.	29.33		
	59,700	44,800	14,900	WATER	7.70		
				ELEC. HIRE	4.00		6 cts. stamp.
				SEWAGE	4.00		
15 MAR 62	Present	Previous	Units or Gallons Consumed	DESCRIPTION OF CHARGES	45.03	6 APR 62	0005
Meter Reading Date	METER READINGS				Total to be paid	Date due for payment	For Office Use

Any charge for Notice Fee will be shown as "Sundry B" Cheques should be made payable to The City Treasurer, Penang.

ASIAN PRINTERS, PENANG

244.

+++++++ 42.89 A - 3 76791 9 MAY 62

RECEIVED

CITY OF GEORGE TOWN,  
PENANG

Electricity, Water & Conservancy

Please quote Account Number in correspondence

Exhibits

D.9 (Continued)

48. Penang City  
Council Receipted  
Bills (continued)  
24th March 1962 to  
19th February 1963

COMMERCIAL PAPERS

PENANG 4 C  
19 APR PAID  
1962

L.8005

19, Scotland Road,  
PENANG

60

	8,337	8,046	291	POW. DOM.	26.48		
	75,900	59,700	16,200	WATER	8.41		Stamp 6 cts.
				ELEC. HIRE	4.00		
				SEWAGE	4.00		
13 APR 62	Present	Previous	Units or Gallons Consumed	DESCRIPTION OF CHARGES	42.89	5 MAY 62	0005
Meter Reading Date	METER READINGS				Total to be Paid	Date due for payment	For Office Use

Any charge for Notice Fee will be shown as "Sundry B" Cheques should be made payable to The City Treasurer, Penang

ASIAN PRINTERS, PENANG

245.

+++++ 51.26 A - 3 86083 13-JUN-62

RECEIVED

CITY COUNCIL OF GEORGE TOWN,  
PENANG

Electricity, Water, etc. Charges

Please quote Account Number in correspondence

COMMERCIAL PAPERS

PENANG  
3rd MAY  
1962

4 C  
PAID

L.8005

19, Scotland Road,  
PENANG

60

Exhibits

D.9 (Continued)

48. Penang City  
Council Receipted  
Bills (continued)  
24th March 1962 to  
19th February 1963

	8,725 94,100	8,337 75,900	388 18,200	POW. DOM. WATER ELEC. HIRE SEWAGE	33.75 9.51 4.00 4.00	Stamp 6 cts.	
15 MAY 62 Meter Reading Date	Present	Previous	Units or Gallons Consumed	DESCRIPTION OF CHARGES	51.26 Total to be Paid	7 JUNE 62 Date due for pay- ment	0005 For Office Use
	METER READINGS						

Any charge for Notice Fee will be shown as  
"Sundry B" Cheques should be made payable  
to The City Treasurer, Penang.

ASIAN PRINTERS, PENANG

246.

+++++++ 47.67 E - 3 62328 14-JUL-62

Exhibits

D.9 (continued)

48. Penang City Council Receipted Bills (continued) 24th March 1962 to 19th February 1963

COMMERCIAL PAPERS

PENANG  
20 JUN  
1962

4 C  
PAID

RECEIVED

CITY COUNCIL OF GEORGE TOWN,  
PENANG

Electricity, Water, etc. Charges

Please quote Account Number in correspondence

L.8005

19, Scotland Road,  
PENANG

60

	9,101 107,400	8,725 94,100	376 13,300	POW. DOM. WATER ELEC. HIRE SEWAGE	32.85 6.82 4.00 4.00	Stamp 6 cts.	
15 JUN 62 Meter Reading Date	Present	Previous	Units or Gallons Consumed	DESCRIPTION OF CHARGES	47.67 Total to be Paid	7 JUL 62 Date due for payment	0005 For Office Use
	METER READINGS						

Any charge for Notice Fee will be shown as "Sundry B" Cheques should be made payable to The City Treasurer, Penang.

ASIAN PRINTERS, PENANG

247.

+++++ 46.21 A - 3 105957 16-AUG-62

Exhibits  
D.9 (continued)  
48. Penang City Council Receipted Bills (continued) 24th March 1962 to 19th February 1963

COMMERCIAL PAPERS

PENANG  
19 JUL  
1962

4 C  
PAID

RECEIVED  
CITY COUNCIL OF GEORGE TOWN,  
PENANG

Electricity, Water etc. Charges

L.8005

60

Please quote Account Number in correspondence

19, Scotland Road,  
PENANG

	9,456 120,900	9,101 107,400	355 13500	POW. DOM. WATER ELEC. HIRE SEWAGE	31.28 6.93 4.00 4.00	Stamp 6 cts.	
16 JUL 62 Meter Reading Date	Present	Previous	Units or Gallons Consumed	DESCRIPTION OF CHARGES	46.21 Total to be paid	7 AUG 62 Date due for payment	0005 For Office Use
	METER READINGS						

Any charge for Notice Fee will be shown as "Sundry B" Cheques should be made payable to The City Treasurer, Penang.

ASIAN PRINTERS, PENANG

248.

++++ 53.92 A - 3 115204 14-SEP-62

RECEIVED

CITY OF GEORGE TOWN,  
PENANG

Electricity, Water and Conservancy

Please quote Account Number in correspondence

Exhibits

D.9 (continued)

48. Penang City  
Council Receipted  
Bills (continued)  
24th March 1962 to  
19th February 1963

COMMERCIAL PAPERS

PENANG  
20 AUG.  
1962

4 C  
PAID

L.8005

19, Scotland Road,  
PENANG

60

	9,855 140,600	9,456 120,900	399 19,700 0	POW. DOM. ELEC. MSC. WATER SUNDRY B ELEC. HIRE SEWAGE ARREARS	34.58 .50 10.34 .50 4.00 4.00 53.92	Stamp 6 cts.	
15 AUG 62 Meter Reading Date	Present	Previous	Units or Gallons Consumed	DESCRIPTION OF CHARGES	53.92 Total to be Paid	6 SEP 62 Date due for payment	0005 For Office Use
	METER READINGS						

Any charge for Notice Fee will be shown as  
"Sundry B" Cheques should be made payable to  
The City Treasurer, Penang

ASIAN PRINTERS, PENANG

249.

+++ 49.94A - 3 122386 - 8-OCT-62

RECEIVED

CITY COUNCIL OF GEORGE TOWN,  
PENANG

Electricity, Water, etc. Charges

Please quote Account Number in correspondence

COMMERCIAL PAPERS

PENANG  
19 SEP  
1962

4 C  
PAID

L.8005

19, Scotland Road,  
PENANG

60

Exhibits

D.9 (continued)

48. Penang City  
Council Receipted  
Bills (continued)  
24th March 1962 to  
19th February 1963

	10,229	9,855	374	POW. DOM.	32.70		
	157,400	140,600	16,800	WATER	8.74		
		0	0	SUNDRY B	.50		Stamp 6 cts.
				ELEC. HIRE	4.00		
				SEWAGE	4.00		
14 SEP 62	Present	Previous	Units or Gallons Consumed	DESCRIPTION OF CHARGES	49.94 Total to be paid	6 OCT 62 Date due for payment	0005 For Office Use
Meter Reading Date	METER READINGS						

Any charge for Notice Fee will be shown as "Sundry B" Cheques should be made payable to The City Treasurer, Penang.

ASIAN PRINTERS, PENANG

250.

COMMERCIAL PAPERS

PENANG 4 C  
18 OCT PAID  
1962

L.8005

19, Scotland Road,  
PENANG

60

+++++ 45.28 D - 3 103384 15 NOV 62  
RECEIVED

CITY COUNCIL OF GEORGE TOWN,  
PENANG

Electricity, Water, etc. Charges

Please quote Account Number in correspondence.

Exhibits

D.9 (continued)

48. Penang City  
Council Receipted  
Bills (continued)  
24th March 1962 to  
19th February 1963

	579 169,000	229 157,400	350 11,600	POW. DOM. ELEC. MSC. WATER ELEC. HIRE SEWAGE	30.90 .50 5.88 4.00 4.00	Stamp 6 cts.
15 OCT 62 Meter Reading Date	Present	Previous	Units or Gallons Consumed	DESCRIPTION OF CHARGES	45.28 Total to be paid	6 NOV.62 Date due for payments 0005 For Office Use
	METER READINGS					

Any charge for Notice Fee will be shown as  
"Sundry B" Cheques should be made payable to  
The City Treasurer, Penang.

ASIAN PRINTERS, PENANG

251.

+++++ 42.58 A - 3 140711 14-DEC-62

RECEIVED

CITY COUNCIL OF GEORGE TOWN,  
PENANG

Electricity, Water, etc. Charges

Exhibits

D.9 (continued)

48. Penang City  
Council Receipted  
Bills (continued)  
24th March 1962 to  
19th February 1963

COMMERCIAL PAPERS

PENANG  
19 NOV  
1962

4 C  
PAID

L.8005

19, Scotland Road,  
Penang

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	901 179500	579 169000	322 10500 0	POW. DOM. WATER SUNDRY B ELEC. HIRE SEWAGE	28.80 5.28 .50 4.00 4.00	Stamp 6 cts.	
15 NOV 62 Meter Reading Date	Present	Previous	Units or Gallons Consumed	DESCRIPTION OF CHARGES	42.58 Total to be Paid	7 DEC 62 Date due for payment	0005 For Office Use
	METER READINGS						

Any charge for Notice Fee will be shown as  
"Sundry B" Cheques should be made payable to  
The City Treasurer, Penang.

ASIAN PRINTERS, PENANG

252.

Exhibits

D. 9 (continued)

48. Penang City Council Receipted Bills (continued) 24th March 1962 to 19th February 1963

COMMERCIAL PAPERS

++++ 42.54 A - 3 151062 15-Jan-63

RECEIVED

CITY COUNCIL OF GEORGE TOWN,  
PENANG

Electricity, Water, etc. Charges

Please quote Account Number in correspondence.

PENANG  
20 DEC.  
1962

4 C  
PAID

L.8005

19, Scotland Road,  
PENANG

60

Meter Reading Date	Present	Previous	Units or Gallons Consumed	DESCRIPTION OF CHARGES	42.54 Total to be paid	7 JAN 63 Date due for payment	0005 For Office Use
	METER READINGS						
14 DEC 62	1,221 190,200	901 179,500	320 10,700 0	POW. DOM. WATER SUNDRY B ELEC. HIRE SEWAGE	28.65 5.39 .50 4.00 4.00		

Any charge for Notice Fee will be shown as "Sundry B" Cheques should be made payable to The City Treasurer, Penang.

ASIAN PRINTERS, PENANG

253.

\*\*\*\*\* 46.84 E-3 113402 - 8-FEB-63

Exhibits

D.9 (Continued)

48. Penang City Council Receipted Bills (continued) 24th March 1962 to 19th February 1963

COMMERCIAL PAPERS

PENANG  
18 JAN  
1963

4 C  
Paid

RECEIVED

CITY COUNCIL OF GEORGE TOWN,  
PENANG

Electricity, Water, etc. Charges

Please quote Account Number in correspondence.

L. 8005

19, Scotland Road,  
PENANG.

60

	1,583 203,000	1,221 190,200	362 12,800  0	POW. DOM. WATER ELEC. HIRE SEWAGE SUNDRY B	31.80 6.54 4.00 4.00 .50	Stamp 6 cts.	
15 JAN 63 Meter Reading Date	Present	Previous	Units or Gallons Consumed	DESCRIPTION OF CHARGES	46.84 Total to be paid	6 FEB 63 Date due for payment	0005 For Office Use
	METER READINGS						

Any charge for Notice Fee will be shown as "Sundry B" Cheques should be made payable to The City Treasurer, Penang.

ASIAN PRINTERS, PENANG

254.

\*\*\*\*\* 50.93 E - 3 121624 11 MAR 63

Exhibits

D.9 (Continued)

48. Penang City Council Received Bills (continued) 24th March 1962 to 19th February 1963

COMMERCIAL PAPERS

PENANG  
19 FEB  
1963

4 C  
PAID

L.8005

19, Scotland Road,  
PENANG.

RECEIVED

CITY COUNCIL OF GEORGE TOWN,  
PENANG

Electricity, Water, etc. Charges

Please quote Account Number in correspondence

60

	1,924 227,000	1,583 203,000	341 24,000	POW. DOM. WATER ELEC. HIRE SEWAGE	30.23 12.70 4.00 4.00	Stamp 6 cts.	
14 FEB 63 Meter Reading Date	Present METER READINGS	Previous	Units or Gallons Consumed	DESCRIPTION OF CHARGES	50.93 Total to be paid	9 MAR 63 Date due for payment	0005 For Office Use

Any charge for Notice Fee will be shown as "Sundry B" Cheques should be made payable to The City Treasurer, Penang

ASIAN PRINTERS, PENANG

ON APPEAL  
FROM THE FEDERAL COURT OF MALAYSIA  
(APPELLATE JURISDICTION)

B E T W E E N:

TAN CHOW SOO (Defendant)      Appellant

- and -

RATNA ANMAL (Plaintiff)      Respondent  
daughter of Veerasingam

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RECORD OF PROCEEDINGS

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CLINTONS, *56/58, PALL MALL,*  
~~9, Clifford Street,~~  
London,  
S. W.1

Solicitors for the Appellant

GRAHAM PAGE & CO.,  
St. Margaret's Mansions,  
49/55, Victoria Street,  
London, S.W.1

Solicitors for the Respondent