

IN THE JUDICIAL COMMITTEE
OF THE PRIVY COUNCIL

No. 25 of 1976

O N A P P E A L
FROM THE FEDERAL COURT OF MALAYSIA (Appellate Jurisdiction)

IN THE MATTER OF THE KONG THAI SAWMILL (MIRI) SDN. BHD.

and

IN THE MATTER OF THE COMPANIES ACT 1965

B E T W E E N:

KONG THAI SAWMILL (MIRI) SDN. BHD. (First Respondent)

LING BENG SIEW (Second Respondent)

LING BENG SIONG (Third Respondent)

APPELLANTS

and

LING BENG SUNG (Applicant)

RESPONDENT

And by Cross-Appeal

B E T W E E N:

LING BENG SUNG (Applicant) APPELLANT ON
CROSS-APPEAL

and

KONG THAI SAWMILL (MIRI) SDN. BHD. (First Respondent)

LING BENG SIEW (Second Respondent) and

LING BENG SIONG (Third Respondent)

RESPONDENTS ON
CROSS-APPEAL

R E C O R D O F P R O C E E D I N G S

V O L U M E IV

Coward Chance,
Royex House,
Aldermanbury Square,
LONDON EC2V 7LD

Stephenson Harwood & Tatham,
Saddlers' Hall,
Gutter Lane, Cheapside,
LONDON EC2V 6BS.

Solicitors for the Appellants
and the Respondent on the Cross-
Appeal

Solicitors for the Respondent
and the Appellant on the Cross-
Appeal

E X H I B I T S

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DOCUMENTS TRANSMITTED TO THE JUDICIAL COMMITTEE,
NOT REPRODUCED IN THE RECORD BUT WILL BE REPRODUCED
SEPARATELY IF NEEDED

Exhibit No.	Description of Documents	Date
	<u>Exhibits to Affidavit of Ling Beng Siew dated 30th September 1971</u>	
B	Cutting from The Sarawak Vanguard	19th November 1970
C	Cutting from International Times	21st November 1970
	<u>Exhibits to Affidavit of Ling Beng Siew dated 14th March 1972</u>	
R1	Photograph of Ling Beng Sung	
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R25A	Bundle of Newspaper Cuttings	
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R27	Statement of Account Lian Seng Crane to Kong Thai Sawmill	3rd January 1968

Description of Document	Date
Notice of Motion by 2nd and 3rd Respondents for conditional leave to Appeal to His Majesty the Yang di-Pertuan Agong	4th August 1975
Affidavit of Datuk Ling Beng Siew in support of motion	4th August 1975
Order granting conditional leave	4th August 1975
Notice of Motion by 1st Respondent for conditional leave to Appeal to His Majesty the Yang di-Pertuan Agong	8th September 1975
Affidavit of Datuk Ting Lik Hung in support of motion	19th August 1975
Affidavit of Datuk Ling Beng Sung in reply to Affidavit of Dato Ting Lik Hung	13th September 1975
Judgment of Chief Justice High Court Borneo deferring a stay of execution pending Appeal	13th October 1975
Order granting conditional leave to 1st Respondent to Appeal	13th October 1975
Notice of Motion by Applicant for conditional leave to Appeal to His Majesty the Yang di-Pertuan Agong	16th October 1975
Affidavit of Joseph C. C. Tang in support of motion	12th September 1975
Order granting the Applicant conditional leave to Appeal	29th October 1975
Notice of Motion for consolidation of Appeals	29th October 1975
Affidavit of C. T. Wong in support of Motion	29th October 1975
Order granting Application for consolidation of Appeals	31st October 1975

DOCUMENTS TRANSMITTED TO THE JUDICIAL COMMITTEE
BUT NOT REPRODUCED

Description of Document	Date
Notes of Proceedings	1st October 1971
Notes of Proceedings	10th March 1972
<u>Notes of Evidence</u>	
(i) opening by Mr. J. R. Vinelott Q. C.	
(iii) Argument on Dato Ling Beng Sung's Affidavit	
(vi) Argument by Counsel on Production of Documents	
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(xii) Argument on Dato Harun Ariffin as witness	
(xiv) Argument on line of cross-examination	
(xvi) Argument on Forest Commission	
(xviii) Reading of submissions by Counsel	
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Written Summary of Submissions on law on behalf of the Applicant	
Written submissions on behalf of the Applicant	
Written submissions on behalf of the Respondents	
Written submissions on behalf of the Applicant in Reply to the Written submissions on behalf of the Respondent	
Corrections to Applicant's submissions in reply	
Further written submissions on behalf of Respondents in answer to further written submissions on behalf of the Applicant	
Notice of Motion	15th February 1975
Notes of Arguments recorded by Gill C. J.	
Notes of Arguments recorded by Wan Sulaiman, F. J.	
Notes of Arguments recorded by Tan Chian Thong, J.	

E X H I B I T S

Exhibit No.	Description of Documents	Date
	<u>Exhibits to Affidavit of Ling Beng Siew dated 14th March 1972</u>	
R6	Minutes of 2nd Directors Meeting of Kong Thai Sawmill (Appear elsewhere in Record) Exhibit KTS46 Page 951	4th April 1966
R7	Minutes of 2nd Annual General Meeting of Kong Thai Sawmill (Appear elsewhere in Record) Exhibit KTS46 Page 953	15th April 1966
R17	Resolutions of Kong Thai Sawmill (Appear elsewhere in Record) Exhibit KTS46 Page 960	27th December 1967
KTS1	Minutes of First General Meeting of Kong Thai Sawmill (Appear elsewhere in Record) Exhibit KTS46 Page 936	16th January 1965
KTS12	Minutes of Directors Meeting of Kong Thai Sawmill (Appear elsewhere in Record) Exhibit KTS46 Page 1003	17th December 1971
KTS13	Extract from Minutes of Directors Meeting of Kong Thai Sawmill (Appear elsewhere in Record) Exhibit KTS46 Page 977	10th June 1970
KTS14	Extract from Minutes of Directors Meeting of Kong Thai Sawmill	10th June 1970
KTS23	Minutes of 3rd Annual General Meeting of Kong Thai Sawmill (Appear elsewhere in Record) Exhibit KTS46 Page 957	2nd February 1967
KTS67	Bill of Sale between Kong Thai Sawmill and Kong Ming Bank Ltd. (Appears elsewhere in Record) Exhibit KTS46 Page 942	9th August 1965
KTS68	Bill of Sale between Kong Thai Sawmill and Kong Ming Bank Ltd. (Appears elsewhere in Record) Exhibit KTS46 Page 947	24th November 1965
KTS70	Minutes of Meeting appointing Datuk Ling Beng Sung as Managing Director of Kong Thai (M. K.)	27th January 1959

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KTS72	Minutes of Partnership meeting of Kong Thai (M. K.) Sawmill	10th January 1960
KTS73	Minutes of Partnership meeting of Kong Thai (M. K.) Sawmill	23rd February 1961
KTS74	Minutes of 3rd Annual General Meeting of United Singapore Lumber (Pte.) Ltd.	27th June 1972
JT5	Extract from Sunday Times re. yacht Berjaya Malaysia	11th April 1971
JT6	Extract from Sarawak Tribune re. donation from Dato Ling Beng Siew to Sibu Golf Course	21st February 1968
JT7	Accounts of Hock Hua Bauk Berhad	31st December 1970
JT8	5 Invoices of P.T.Kalimantan Sari	14th February 1972

to Affidavit of Ling Beng Siew dated 30th September 1971

Cutting from The Vanguard

EXHIBIT 'A' TO AFFIDAVIT OF LING BENG SIEW DATED 30-9-71

THE VANGUARD

'POPULATION AWARENESS' FOR STUDENT

Auditor to look into account for Mr. Ling



SEKELUAR, Thurs.— Auditor will check into the accounts of one of the largest rubber companies in East Malaysia after the High Court yesterday gave the order as requested by one of the directors of the company. Director Mr. Ling Beng Sung's reasons for making the application were that he had asked for an explanation of certain matters appearing in the accounts.

Photo shows Mr. Ling, with an assistant lawyer, making the application. Mr. Joseph Tang, holding a press conference.

accounts of the company whose chairman is the Board of Directors. Mr. Ling Beng Sung will supply the explanation. It is understood that the news is being held in an approved manner.

KUCHING, Thurs. (BERNAMA)— The Regional Population Adviser to the Colombo Plan Nations, Dr. John Lillelsen, today expressed the hope that Malaysia would introduce "population awareness" education in schools soon. Dr. Lillelsen, arrived here today for a four-day visit.

He said that population awareness education would help the pupils to understand the importance of population control. He said that the Ministry of Education would be responsible for this.

country. He said that the population growth rate in Malaysia is very high. He said that the government should take steps to control the population growth rate. He said that the Ministry of Education should be responsible for this.

\$10 million timber complex

KUANTAN, Thurs. (BERNAMA)— Plans have been drawn up for a \$10 million integrated timber complex at Peramu Ulu, about 25 miles from here, to produce plywood.

Three parties are involved in the project. They are the Peramu Ulu Timber Company, the Peramu Ulu Plywood Company and the Peramu Ulu Timber Processing Company. The project is expected to be completed by the end of 1972.

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Exhibits

Translation of the cutting from The Sarawak Vanguard
19th November 1970

Exhibits

B1

to Affidavit of
 Ling Beng Siew
 dated 30th
 September 1971

EXHIBIT 'B1' TO AFFIDAVIT OF
 LING BENG SIEW DATED 30-9-71

Translation of
 the cutting from
 The Sarawak
 Vanguard
 19th November
 1970

THE SARAWAK VANGUARD

Date: 19th November, 1970.

(Caption) Court approved Ling Bong Sung's Application to
inspect the Accounts of Kong Thai Sawmill Miri

Sibu 18th: In a High Court Session scheduled at 9 o'clock today the High Court Judge, in his Chamber, presided over a hearing in connection with the Accounts of a certain firm. The Applicant in this case is Ling Bong Sung who is a member of Board of Director of The Kong Thai Sawmill (Miri) Limited. The Respondent is The Kong Thai Sawmill (Miri) Limited. The Applicant is represented by Mr. Peter Moonoy of Kuala Lumpur who is assisted by Mr. Tang Chek Tiing of Sibu.

The Respondent is represented by Mr. Wong Chi Tung of Sibu.

The Applicant made the following announcement after the close of proceedings:-

"He himself is a share holder as well as a member of Board of Directors of the firm concerned, which is also a well established timber concern. The chairman of The Board of Directors is Dato Ling Bong Siew who also holds the other position as The Managing Director. Following the discovery of a few items of account, pertaining to the 1969 fiscal year, which show certain discrepancies, he had written, sometime this year, to the firm concerned seeking clarifications on the alleged discrepancies from its Board of Directors and the Secretary. He has not as yet been favoured with a reply. At a later date he had again written to the same Board of Directors as well as its Secretary seeking clarifications on discrepancies appearing in the Accounts pertaining to 1967 and the subsequent fiscal years, but similarly no reply is forthcoming. Therefore he has sought for and is now granted permission by the High Court to cause the accounts of the firm concerned to be examined by a qualified auditor.

Exhibits

Translation of the cutting from International Times
21st November 1970

Exhibits

C1
 to Affidavit of
 Ling Beng Siew
 dated 30th
 September 1971

EXHIBIT 'C1' TO AFFIDAVIT OF
 LING BENG SIEW DATED 30-9-71

Translation of
 the cutting from
 International
 Times
 21st November
 1970

INTERNATIONAL TIMES

Sat. 21st November, Sibu.

(Caption) Million Dollars Donation Loser.
The High Court Sibu Granted Ling
Beng Sung Permission To Audit The
Firm's Account.

Sibu High Court has, on the day before yesterday, granted permission to an appointed Auditor, to act on behalf of one of Kong Thai Sawmill (Miri) Limited's member of Board of Directors to audit its accounts for the year 1969.

Earlier another member of the Board of Directors had intended to appoint another Auditor to examine the firm's accounts but subsequently changed his mind.

Ling Beng Sung's action is taken as a result of his doubts over an item amounting to over \$1 million shown as donations to various social agencies and as travelling expenses.

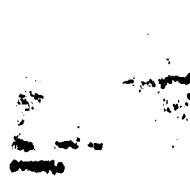
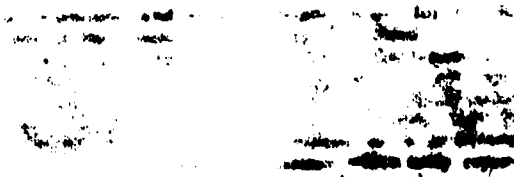
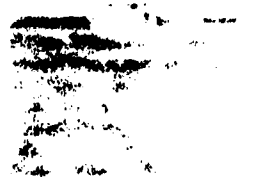
It is learnt that the firm's Chairman of Board of Directors as well as its Managing Director is Dato Ling Beng Siew.

Cutting from the Sarawak Tribune
21st August 1971

D
to Affidavit of
Ling Beng Siew
dated 30th
September 1971

Cutting from
the Sarawak
Tribune
21st August
1971

EXHIBIT 'D' TO AFFIDAVIT OF
LING BENG SIEW DATED 30-9-71



...inter...
...Malaysia...
...future...

...said that better
understanding among the
people would help...
the spread of the com-
munist influence and the
support for them.
The present parliamen-

...the people.
The people should thus
adapt...
the present developments.
...being a young na-
tion...we are always in-
fluenced by factors which
bring about changes".

...the...
...mass rally and
cession which will
from the Chung
School Padang.
the Serian bazaar an
to the District C
Padang.

The gathering
addressed by the
man of the main
tions Working
tee, Mr Edward
who is also the
District Officer, S

Motion Filed at Sibu High Court

KUCHING, Monday —
On August 17, 1971, Dato
Ling Beng Siew filed in
another Originating Mo-
tion at the Sibu High Court
against inter alia Dato
Ling Beng Siew and Dato
Ling Beng Siong as the
result of the reports on the
Kong Thai Sawmill (Miri)
Sdn. Bhd. furnished to
Dato Ling Beng Siew by
an approved Company
Auditor, Mr Andrew
Peattie, who was approved
by the Sibu High Court
on the 18th November,
1970, to inspect the records
of the Company.
The motion contains

61 Orders which include:
1. The repayment of
various sums of money
to the Company by Dato
Ling Beng Siew and Dato
Ling Beng Siong. The
total sum well exceeds
million of dollars.
2. The appointment of
a Receiver and Manager
ad interim to conduct the
affairs of the Company.
3. The removal of Dato
Ling Beng Siew as the
Chairman, Managing
Director and Director
of the Company and Dato
Ling Beng Siong as the
Director of the Company.

FIRST DIVISION TEAM CHAMPION

KUCHING, Mon.
The First Division
ball team emerged
pion in the Sarawak
competition when
feated the Joint Se
team by a wide s
score of 4 goals to 1
ed at the Jubilee C
today.

Before the kick-off
Chief Minister, Dato
Abdul Rahman Y
was introduced to
players of both tea
the President of the
club, Am... To
managers Anthony
and Corporal Ras
The Joint Serv
though having a

Hari Kebangsaan In Second Division

Simanggang Monday —
Thousands of people are
expected at a Hari Ke-
bangsaan...
Simanggang and other
main towns in the Second
Division
All buildings including
government departments

**ACTION
COMMITTEE
FORMED**
Kuching, N. Today
Bernama. The Pahang
Action Committee has

What Gives Rahimah The 'Fire' To Out-Talk Other Student Speakers

Kuala Lumpur, Monday,
Bernama.— Che Rahimah
...
Kebangsaan, revealed today
what gave her the "fire"
to out-talk the best student
speakers from ASEAN
countries at the ASEAN

Table with 2 columns: Item/Category and Value. Includes items like 'Furs', 'DRESSES', 'SIES', 'KUCHING', 'Miri', 'Sibu', 'Padang', 'Simanggang', 'Kuching', 'Miri', 'Sibu', 'Padang', 'Simanggang'.

Cutting from The Vanguard
21st August 1971

E
to Affidavit of
Ling Beng Siew
dated 30th
September 1971

EXHIBIT 'E' TO AFFIDAVIT OF
LING BENG SIEW DATED 30-9-71

Cutting from
The Vanguard
21st August
1971

...the most
...the economic imbalances
...a fact
...not simply be ig-
...ed or wished away.
...imaginative and
...policies were required
...a period of years to rectify
...the situation which would
...unit, if it was not
...rectified.

...me also say this. Just
...the fostering of national
...is a national duty, and
...the rectifying of the eco-
...balance is a national
...duty.

...poverty, the need to
...improve the weak and the dis-
...abled in Malaya, and to
...attract investment
...to open the doors to wider op-
...portunities and fresh horizons
...might be opened to them.

...Tun Razak said another prob-
...lem facing the nation was the
...terrorist activities of the com-
...munist, particularly on the
...Northern border and in East
...Malaysia.

...The communists, he said,
...owed no allegiance to the na-
...tion, did not want social
...reform, and did not want a bet-
...ter government.

...They are nothing more than
...anti-national bandits who seek
...to overthrow the legally consti-
...tuted and popularly-elected
...government by violent means,"
...he added.

...Tun Razak also said that
...Malaysians must, on the occa-
...sion of their national day, re-
...mind themselves that everyone
...must play a part in the service
...of the nation.

...Citizenship brings with it
...responsibilities as well as rights
...and the society to which we
...are committed — a united, de-
...mocratic, just, liberal and pro-
...gressive Malaysia — is the re-
...sponsibility of each and every-
...one of us," he added.

...With full consciousness of
...the difficulties and dangers in
...our path, let us turn from peti-
...lence, bigotry and intolerance
...and march together poised and
...purposeful."

...prosper-
...could be achieved
...the country.

...The Minister made a
...call in his message pub-
...lished in the souvenir pro-
...grammes for Hari Kebang-
...saan celebrations in Miri.

...He said with the com-
...plete elimination of the
...terrorists from our soil and
...society we could put more
...of our effort and money in
...the development of the
...country.

...Dato Ikhwan reiterated
...that it was always the Go-
...vernment's policy to give
...top priority to the improve-
...ment of living standards
...of all people.

...The Second Malaysia
...Plan was in line with this
...objective and that it would
...restructure the whole so-

...the Govern-
...and Malay
...cess
...Hari Ke-
...people's
...pride, because
...them that it was
...the country achieved
...dependence.

...It also reminded us of
...our responsibility to pre-
...serve it at all time.

**Motion filed
in Sibu
High Court**

KUCHING, Mon:— On
the 17th August, 1971 Dato
Ling Beng Sung filed in
another Originating Mo-
tion at the Sibu High Court
against inter alia Dato
Ling Beng Siew and Dato
Ling Beng Siong as the
result of the reports on the
Kong Thai Sawmill (Miri)
Sdn. Bhd. furnished to
Dato Ling Beng Sung by
an approved Company
auditor, Mr. Andrew Peat-
tle, who was approved by
the Sibu High Court on
the 18th November, 1970
to inspect the records of
the Company.

The motion contains
61 Orders which include:
1. The repayment of
various sums of money to
the Company by Dato Ling
Beng Siew and Dato Ling
Beng Siong. The total sum
well exceeds million of
dollars.
2. The appointment of a
Receiver and Manager ad
interim to conduct the
affairs of the Company
3. The removal of Dato
Ling Beng Siew as the
Chairman, Managing Direc-
tor and Director of the
Company and Dato Ling
Beng Siong as the Director
of the Company.

**Two pleaded
not guilty**

KUCHING, Mon:— Two
men, Lau Suan Kiat
and David Soh today plead-
ed not guilty to charges
brought against them on
using falsified documents
for declaration of imported
sugar. The charges involved
9,700 bags of sugar.

Stipendiary magistrate
Mr. K.C.I. Reddy allowed
the two on bail with two
sureties each in the sum
of \$2,000 to appear before
court for trial on February
7, next year. The trial is
expected to last for 10
days.

ASP C. Thavarajah of
Anti-Corruption Agency
appeared for the prosecu-
tion while Mr. C.T. Wong
for the defendants.



ExhibitsDirectors' Report for year ended 30th September 1967
2nd February 1968EXHIBIT "AP.1" TO AFFIDAVIT OF
ANDREW PEATTIE DATED 24-11-71

MORGENTHAU BANKING (MALAYA) SBN. LTD.

Financial Report

The Directors have pleasure in presenting herewith their Report, the audited Balance Sheet as at 30th September, 1967, and the Profit & Loss Account for the year ended at that same date.

(1) The Net Profit for current year before provision for taxation	\$5,500,865.74
The amount provided for taxation	<u>1,822,000.00</u>
	\$1,648,865.74
Dividend paid during the year amounted to	<u>156,000.00</u>
	\$1,512,865.74
From which 1/10th of the Preliminary Expenses to be written off amounted to	<u>19,573.75</u>
	\$1,493,292.30
Loss on Sale of Fixed Assets amounted to	<u>36,132.51</u>
	\$1,457,159.80
The Net Profit brought forward after the adjustment of Depreciation	<u>501,719.57</u>
	<u>\$1,958,879.37</u>

- (2) After the closing of the accounts, a gross dividend of \$90.- per share less Income Tax and Development Tax of 45% was declared on 27th December, 1967 amounting to net dividend of \$673,200.-;
- (3) In the opinion of the Directors, the results of the operation of the Company in the period covered by the Profit & Loss Account have not been materially affected by any items of an abnormal character other than those items referred to in this Report and in the accounts;
- (4) No circumstances have arisen which render adherence to the existing method of valuation of assets and liabilities of the Company misleading or inappropriate;
- (5) There were no contingent liabilities undertaken by the Company in the period covered by the Profit & Loss Account;
- (6) In the opinion of the Directors, the total of the current assets might reasonably be expected to realize the value at which they are shown in the accounts of the Company in the ordinary course of business of the Company;
- (7) The number of shares in the Company held by each of the present Directors both in the beginning and at the end of the year was as follows:-

ExhibitsAP1
to Affidavit of
Andrew Peattie
dated 24th
November 1971Directors'
Report for year
ended 30th
September 1967
2nd February
1968

Exhibits

EXHIBIT "AP.1" TO AFFIDAVIT OF
ANDREW PEATTIE DATED 24-11-71

- 2 -

Exhibits

AP1
to Affidavit of
Andrew Peattie
dated 24th
November 1971

Directors'
Report for year
ended 30th
September 1967

2nd February
1968
(continued)

<u>Directors</u>	<u>Shareholdings</u>
Deo Ling Beng Chow	7,582
Deo Ling Beng Chong	1,060
Mr. Ling Beng Chong	1,060
Mr. Hui Yu Chieng	1,060
Mr. Lau Hai Kang	318
Deo Tsunha Lujang	203
Mr. Ting Lik Hung	48
Mr. Ting Ing Yoo	106
Mr. Ling Beng Sung	330
Mr. Jonathan Dangan ak Hseng	50

(3) The Auditor, Mr. Peter C.P. Chow, retires, but eligible, offers himself for re-appointment.

Dated this 2nd day of February, 1968.

For and on behalf of the Board,


.....
Director


.....
Director

Exhibits

Statement by the Directors pursuant to Section 169(12) of the Companies Act 1965
2nd February 1968

Exhibits

AP2
to Affidavit of
Andrew Peattie
dated 24th
November 1971

Statement by the
Directors
pursuant to
Section 169(12)
of the Com-
panies Act 1965
2nd February
1968

EXHIBIT "AP.2" TO AFFIDAVIT
OF ANDREW PEATTIE DATED 24-11-71.

STATEMENT BY THE DIRECTORS

Pursuant to Section 169 (12) of the Companies Act, 1965

Dato Ling Beng Siew and Ling Beng Thiang,
we,.....

being two Directors of..... Kong Thai Sawmill (Miri) Sdn. Bhd.

do hereby state that, in the opinion of the Directors, the
accompanying Profit and Loss Account is drawn up so as to give a
true and fair view of the results of the business of the Company
for the year ended..... 30th September, 1967....., and that in the
opinion of the Directors, the accompanying Balance Sheet is drawn
up so as to exhibit a true and fair view of the state of affairs
of the Company as at..... 30th September, 1967.....

For and on behalf of the Board,

This is the true and correct copy of the
Affidavit
of
Andrew Peattie
dated this 24th day of
November 1971
at Miri, Sarawak.

Andrew Peattie
.....
Director
[Signature]
.....
Director



Dated this 2nd day of February, 1968

DECLARATION OF SECRETARY

Pursuant to Section 169 (13) of the Companies Act, 1965

I, Chen Siang Song of 1A, Bukit Assok, Sibn, Sarawak,
Secretary of..... Kong Thai Sawmill (Miri) Sdn. Bhd.

do solemnly and sincerely declare that the accompanying Balance
Sheet and Profit and Loss Account of the Company are, to the best
of my knowledge and belief, correct.

And I make this solemn declaration conscientiously believing
the same to be true and by virtue of the Provisions of the
Statutory Declaration Act, 1960.

Subscribed and solemnly declared by)
the above-named.. Chen Siang Song of 1A,)
Bukit Assok, Sibn)
in the State of Sarawak, on this 2nd day)
of February, 1968)

Chen Siang Song

Before me,

[Signature]
.....
Signature of Magistrate

Exhibits

Statement by the Directors pursuant to Section 169(12) of the Companies Act 1965
1st February 1969

Exhibits

AP3
to Affidavit of
Andrew Peattie
dated 24th
November 1971

EXHIBIT "AP.3" TO AFFIDAVIT
OF ANDREW PEATTIE DATED 24-11-71

STATEMENT BY THE DIRECTORS

Pursuant to Section 169 (12) of the Companies Act, 1965

We, Eng Hong Sang and Eng Hong Sang

being two Directors of THE STATE BANK OF MALAYSIA

do hereby state that, in the opinion of the Directors, the accompanying Profit and Loss Account is drawn up so as to give a true and fair view of the results of the business of the Company for the year ended..... 30th September, 1968....., and that, in the opinion of the Directors the accompanying Balance Sheet is drawn up so as to exhibit a true and fair view of the state of affairs of the Company as at 30th September, 1968.

Statement by the
Directors
pursuant to
Section 169(12)
of the Com-
panies Act 1965
1st February
1969

For and on behalf of the Board,

This is the Exhibit marked "AP.3" referred to
in the Affidavit
of Andrew Peattie
affirmed before me this 20th day of
November 1968
Commissioner for Oaths.

.....
Director
.....
Director

Dated this 20th day of February, 1969



DECLARATION OF SECRETARY

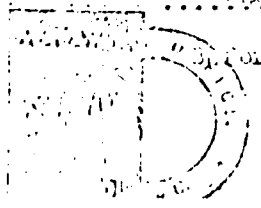
Pursuant to Section 169 (13) of the Companies Act, 1965

I, Eng Hong Sang, of Malaysia, Secretary,
Secretary of THE STATE BANK OF MALAYSIA
do solemnly and sincerely declare that the accompanying Balance Sheet and Profit and Loss Account of the Company are, to the best of my knowledge and belief, correct.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Provisions of the Statutory Declaration Act, 1960.

Subscribed and solemnly declared by
the above-named Eng Hong Sang
..... Secretary, at.....
in the State of Malaysia, this 20th day
of Feb., 1969...

.....
Signature of Applicant



Exhibits

Directors' Report for year ended 30th September 1968
1st February 1969

EXHIBIT "AP.4" TO AFFIDAVIT
OF ANDREW PEATTIE DATED 24-11-71

KONG THAI SAWNILL (MIL) SDY. BHD.

Directors' Report

The Directors have pleasure in presenting herewith their report, the audited Balance Sheet as at 30th September, 1968, and the Profit and Loss Account for the year ended at the same date.

(a) Net Profit current year		15,219,684.15
Less Provision for Taxation		5,800,000.00
		9,419,684.15
Add Dividend Received (Gross \$1,000.00)		800.00
		9,420,284.15
Balance brought forward	\$1,958,379.37	
Less Adjustment on Taxation	121,993.30	
	\$1,836,806.07	
Add Adjustment on Depreciation	54,334.00	1,891,220.07
		\$5,311,504.22
Less Loss on Sale of Fixed Assets	129,207.47	
Preliminary Expenses written off	19,573.36	48,700.83
		\$5,262,723.39
Less Dividend Paid (Gross \$1,122,000.00)		673,200.00
		\$4,589,523.39
Your Directors recommend a Gross Dividend of 2.5% on Issued Capital (\$1,122,000 less Taxation \$448,800)		673,200.00
		\$5,262,723.39

- (b) During the year Aurora Hotel was purchased and a Net Loss of \$80,217.72 was incurred by the Hotel. There was a bad debt of \$2,322.68 and a loss on currency exchange of \$5,424.80. Other than these observations, in the opinion of the Directors, the results of the operation of the Company in the period covered by the Profit and Loss Account have not been materially affected by any items of an abnormal character other than those items referred to in this Report and in the accounts;
- (c) No circumstances have arisen which render adherence to the existing method of valuation of assets and liabilities of the Company misleading or inappropriate;
- (d) There were no contingent liabilities undertaken by the Company in the period covered by the Profit and Loss Account;
- (e) In the opinion of the Directors, the total of the current assets might reasonably be expected to realise the value at which they are shown in the accounts of the Company in the ordinary course of business of the Company;
- (f) The number of shares in the Company held by each of the present Directors both at the beginning and in the end of the year was as follows:-

Directors	Shareholdings	
	Beginning	End
Ling Beng	7,582	7,582
Ling Beng Thiang	1,060	1,060
Ling Beng Siong	1,060	1,060
Mi Yu Chiong	1,060	60
Lau Hai Kang	318	318
Dato Tuanku Dajang	203	203
Ting Lik Hung	48	43
Ting Ing Yee	106	106
Ling Beng Sung	330	330
Jonathan Bayau ak. Koonan	50	50

Exhibits

AP4

to Affidavit of
Andrew Peattie
dated 24th
November 1971

Directors'
Report for year
ended 30th
September 1968

1st February
1969

Exhibits

Exhibits

EXHIBIT "AP.4" TO AFFIDAVIT
OF ANDREW PEATTIE DATED 24-11-71

AP4
to Affidavit of
Andrew Peattie
dated 24th
November 1971

(2)

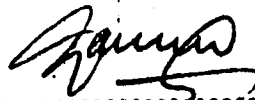
Directors'
Report for year
ended 30th
September 1968

1st February
1969
(continued)

(g) The Aud'tor, Mr. Peter G.P. Chew, retires, but being eligible, offers himself for re-appointment.

Dated this 1st day of February, 1969.

For and on behalf of the Board,


.....
Director


.....
Director

Exhibits

Auditors' Report
1st February 1969

Exhibits

AP5
to Affidavit of
Andrew Peattie
dated 24th
November 1971
Auditors' Report
1st February
1969


EXHIBIT "AP.5" TO AFFIDAVIT
OF ANDREW PEATTIE DATED 24-11-71

AUDITOR'S REPORT

I have audited the Balance Sheet as at 30th September, 1968, and the Profit and Loss Account for the year ended 30th September, 1968 of Kong Thai Samail (Miri) Sdn Bhd as attached herewith, and in my opinion:-

- (a) such Balance Sheet and Profit and Loss Account are properly drawn up in accordance with the provisions of the Companies Act, 1965, and so as to give a true and fair view of the state of the Company's affairs, according to the best of my information and the explanations given me and as shown by the Accounting and other records of the Company;
- (b) the accounting and other records (including registers) examined by me are properly kept in accordance with the provisions of the Companies Act, 1965; and
- (c) the Directors' Report made pursuant to sub-section of section 169 in so far as it is required by the Companies Act, 1965 to deal with matters dealt with in the accounting and other records examined by me, gives a true and fair view of such matters.

Dated this 1st day of February, 1969.


.....
Peter D. Peattie,
Approved Company Auditor.

Exhibits

Statement by Directors pursuant to Section 169(12) of Companies Act 1965
2nd March 1970

Exhibits

AP6
to Affidavit of
Andrew Peattie
dated 24th
November 1971

EXHIBIT "AP.6" TO AFFIDAVIT
OF ANDREW PEATTIE DATED 24-11-71

Statement by
Directors
pursuant to
Section 169(12)
of Companies
Act 1965

2nd March 1970

STATEMENT BY THE DIRECTORS
pursuant to Section 169 (12) of the Companies Act, 1965
No.
being two Directors of
do hereby state that, in the opinion of the Directors, the Profit and Loss Account is drawn up so as to give a true and fair view of the results of the business of the Company for the year ended and that, in the opinion of the Directors, the Balance Sheet is drawn up so as to exhibit a true and fair view of the affairs of the Company as at
For and on behalf of the Board,

[Signature]
Director

Director

Dated this 2nd day of March 1970

DECLARATION

Pursuant to Amended Section 169 (13) of the Companies Act, 1965
I, *[Signature]*
do solemnly and sincerely declare that the accompanying Balance Sheet and Profit and Loss Account of the Company are, to the best of my knowledge and belief, correct.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declaration Act, 1965.

Subscribed and solemnly declared by
the above-named
at
in the State of *[Signature]*, this
7th day of *[Signature]*, 1970

[Signature]

Before me,

[Signature]
Signature of Registrar
MATTHIAS RAY (RNAM)
Notary Public

Exhibits

Directors' Report for year ended 30th September 1969
2nd March 1970

EXHIBIT "AP.7" TO AFFIDAVIT
OF ANDREW PEATTIE DATED 24-11-71

KONG CHAI SAMPILL (MIRI) SDN. BHD.

Directors' Report

The Directors have pleasure in presenting herewith their report, the audited Balance Sheet as at 30th September, 1969, and the Profit and Loss Account for the year ended at the same date.

(a)	Net Profit of Holding		\$7,576,637.95
	Less Net Loss of Subsidiary		71,232.21
			<hr/>
	Less Provision for Taxation		7,505,405.74
			<hr/>
			5,530,500.00
			<hr/>
			1,974,905.74
	Add Dividend Received:		
	Mack Mau Bank Bhd. Gross	\$1,000.00	
	Less Tax	400.00	
		<hr/>	600.00
	Borneo Bhd. Gross	6,525.00	
	Less Tax	2,610.00	
		<hr/>	3,915.00
			<hr/>
			1,979,420.74
	Add Balance b/f		3,916,323.39
			<hr/>
			5,895,744.13
	Add Profit on sale of fixed assets	117,442.87	
	Profit on sale of motor vessels	15,966.68	
		<hr/>	- 133,429.55
			<hr/>
			6,029,173.68
	Less Preliminary Expenses		19,573.36
			<hr/>
			6,009,600.32
	Less Provision for Dividend		
	Gross 50%	680,000.00	
	Less Tax	272,000.00	
		<hr/>	408,000.00
			<hr/>
			5,601,600.32
	Add Minority Interest - loss		4,782.15
			<hr/>
	Balance to be c/f Holding	5,673,351.53	
	Less Subsidiary (loss)	66,950.06	
		<hr/>	5,606,382.47
			<hr/>

- (b) The Company is a holding company of The Malaysia Daily News Sdn. Bhd., newly incorporated in December, 1968. Taxation payment have not been finalised due to the adjustment of Capital allowance on fixed assets. Production had reduced and the operation area was further in. Other than these observation, in the opinion of the Directors, the results of the operation of the Company in the period covered by the Profit and Loss Account have not been materially affected by any items of an abnormal character other than those items referred to in this report and in the accounts;
- (c) No circumstances have arisen which render adherence to the existing method of valuation of assets and liabilities of the Company misleading or inappropriate;
- (d) There were no contingent liabilities undertaken by the Company in the period covered by the Profit and Loss Account;

Exhibits

AP7

to Affidavit of
Andrew Peattie
dated 24th
November 1971

Directors'
Report for year
ended 30th
September 1969

2nd March 1970

Exhibits

EXHIBIT "AP.7" TO AFFIDAVIT
OF ANDREW PEATTIE DATED 24-11-71

- 2 -

Exhibits

AP7
to Affidavit of
Andrew Peattie
dated 24th
November 1971

Directors'
Report for year
ended 30th
September 1969
2nd March 1970
(continued)

(e) In the opinion of the Directors, the total of the current assets might reasonably be expected to realise the value at which they are shown in the accounts of the Company in the ordinary course of business of the Company;

(f) The number of shares in the Company held by each of the present Directors both at the beginning and in the end of the year was as follows:-

<u>Directors</u>	<u>Address</u>	<u>Shareholdings</u>
Ling Beng Siew	Upper Lanang Road, Sibul	7,582
Ling Beng Thuang	13, Island Road, Sibul	4,060
Hui Yu Chiong	Al Ding Garden, Sibul	60
Lau Hui Kang	17, Raminway, Sibul	318
Tan Sri Tuanku Bujang	Astana, Kuching	203
Ling Beng Siong	Queentway, Sibul	1,060
Ting Lik Hung	Lanang Road, Sibul	48
Ting Ing Yee	Emporg Nyabor, Sibul	106
Ling Beng Sung	Bukit Lun, Sibul	330
Jonathan Bonyau anak Renang	14, Causeway, Sibul	50
Cheng Yaw Kiew	Green Road, Kuching	

There was no movement of shares.

(g) The auditor, Mr. Peter G.P. Chev, retires, but being eligible, offers himself for re-appointment.

Dated this 2nd day of March, 1970.

For and on behalf of the Board,

.....
Director

.....
Director

Exhibits

Auditors' Report
24th January 1970

Exhibits

AP8
to Affidavit of
Andrew Peattie
dated 24th
November 1971

EXHIBIT "AP.8" TO AFFIDAVIT
OF ANDREW PEATTIE DATED 24-11-71

Auditors' Report
24th January
1970

AUDITOR'S REPORT

I have audited the Balance Sheet as at 30th September, 1969 and the Profit and Loss Account for the year ended 30th September, 1969 of Kong Thai Sawmill (Kiri) Sendirian Berhad, as attached herewith. Donations were mostly through the Managing Director. Other than this observation in my opinion:-

- (a) such Balance Sheet and Profit and Loss Account are properly drawn up in accordance with the provisions of the Companies Act, 1965 and so as to give a true and fair view of the state of the Company's affairs, according to the best of my information and the explanations given me and as shown by the accounting and other records of the Company;
- (b) the accounting and other records (including registers) examined by me are properly kept in accordance with provisions of the Companies Act, 1965; and
- (c) the Directors' Reports made pursuant to sub-section (5) of section 169 in so far as it is required by the Companies Act, 1965 to deal with matters dealt with in the accounting and other records examined by me, gives a true and fair view of such matters.

Dated this 24th day of January, 1970.

Peter G. Jones
Peter G. Jones,
Approved Company Auditor.

This is the Exhibit marked "AP.8" referred to
in the Affidavit
of Andrew Peattie
dated 24th day of
November 1971.

Leong
Commissioner for
LEONG HOI CHONG,
Commissioner for Oaths,
Kuching, Sarawak.

Exhibits

Directors' Report for year ended 30th September 1970
10th February 1971

Exhibits

AP9
to Affidavit of
Andrew Peattie
dated 24th
November 1971

Directors'
Report for year
ended 30th
September 1970

10th February
1971

EXHIBIT "AP.9" TO AFFIDAVIT
OF ANDREW PEATTIE DATED 24-11-71

KONG THAI GLASS (PTE) SEC. LTD.

DIRECTORS' REPORT

The Directors have pleasure in presenting herewith their report, the Audited Balance Sheet as at 30th September, 1970, and the Profit and Loss Account for the year ended at the same date.

ACCOUNTS:

Net Profit of Holding		\$3,722,785
Less Net Loss of Subsidiary		47,812
		<u>3,681,973</u>
Less Provision for Taxation of		2,410,000
		<u>1,271,973</u>
Add Dividend Received:		
Kong Hua Bank Ltd. - Gross	\$1,050	
Less Tax	420	630
Borneo Bhd. - Gross	3,730	
Less Tax	2,300	3,450
Profit on sale of assets	33,153	
Profit on sale of shares	6,868	40,021
		<u>1,316,074</u>
Add Balance b/f		3,602,708
		<u>6,918,782</u>
Less Preliminary Expenses	\$19,573	
Expenses incurred for prospective glass product	10,157	29,730
		<u>6,889,052</u>
Less Provision for Dividend - Gross	\$680,000	
Less Tax	272,000	408,000
		<u>6,481,052</u>
Add Minority Interest - Loss		14,943
Balance to be c/f - Holding	\$6,600,396	
Less Subsidiary Loss	104,601	\$6,495,995

(a)

Production had reduced because scarcity of trees in the forest. There was advancement made to Kong Thai Plywood (Pte) Ltd., Singapore for investment and as it would not be profitable, the company is in the course of winding up. Another advance of \$10,156.25 as investment was made to proposed company Kong Thai Glass (Pte) Ltd. for specialist from U.S.A. to make a survey, it was found not a profitable business. Scholarship fund was given to Miss Rita Kong Swee Kim on condition that after the course, she would work for 5 years in the Company. Other than these observations, in the opinion of the Directors, the results of the operation of the Company in the period covered by the Profit and Loss Account have not been materially affected by any items of an abnormal character other than those items referred to in this Report and in the accounts;

Exhibits

EXHIBIT "AP.9" TO AFFIDAVIT
OF ANDREW PEATTIE DATED 24.11.71

Exhibits

AP9
to Affidavit of
Andrew Peattie
dated 24th
November 1971Directors'
Report for year
ended 30th
September 197010th February
1971

(continued)

- 2 -

- (b) No circumstances have arisen which render adherence to the existing method of valuation of assets and liabilities of the Company misleading or inappropriate and there were no contingent liabilities undertaken by the Company;
- (c) In the opinion of the Directors, the total of the current assets might reasonably be expected to realise the value at which they are shown in the accounts of the Company in the ordinary course of business of the Company;
- (d) DIRECTORS' SHAREHOLDINGS

The number of shares held at the beginning and end of year was as follows:-

Directors	Addresses	Shareholdings beginning & end of year
Date Ling Hung Siew	Upper Lanang Road, Sibu	7,582
Date Ling Deng Siang	Queensway, Sibu	1,060
Ling Dong Thuang	13, Island Road, Sibu	1,060
Mil Yu Chiong	Ai Ding Garden, Sibu	60
Lau Hui Kong	17, Raminway, Sibu	318
Ting Ing Yee	Kampung Nyabor, Sibu	106
Date Ting Lik Hung	Lanang Road, Sibu	48
Ling Hong Sung	Dukit Lan, Sibu	330
Jonathan Dongau anak Kenong	14, Causeway, Sibu	30
Cheng Yew Kiew	Green Road, Kuching	-
Wan Abdul Rahman Bin Tan Sri Tuanku Bujang	119, Sungai Boddil Besar, Kuching	-

There was no movement of shares.

- (e) AUDITOR: Mr. Peter G. P. Chew, retires, but being eligible, offers himself for re-appointment.

Dated this 10th day of February, 1971.

For and on behalf of the Board,


.....
Director

.....
Director

Exhibits

Auditors' Report
10th February 1971

Exhibits

AP10
 to Affidavit of
 Andrew Peattie
 dated 24th
 November 1971

Auditors' Report
10th February
1971

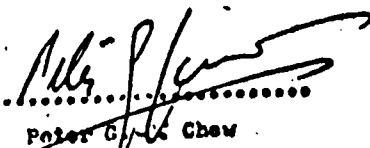
EXHIBIT "AP.10" TO AFFIDAVIT
 OF ANDREW PEATTIE DATED 24-11-71

AUDITORS' REPORT

I have audited the Consolidated Balance Sheet as at 30th September, 1970, and the Consolidated Profit and Loss Account for the year ended 30th September, 1970 of Kong Thai Sawmill (Miri) Sendirian Berhad with its Subsidiary, The Malaysia Daily News Sendirian Berhad, incorporated in Malaysia and in my opinions:-

- (a) such Consolidated Balance Sheet and Consolidated Profit and Loss Account are properly drawn up in accordance with the provisions of the Companies Act, 1965 and so as to give a true and fair view of the state of the Company's affairs, according to the best of my information and the explanations given to me and as shown by the accounting and other records of the Company;
- (b) the accounting and other records (including registers) examined by me are properly kept in accordance with provisions of the Companies Act, 1965; and
- (c) the Directors' Reports made pursuant to sub-section (5) of section 169 in so far as it is required by the Companies Act, 1965 to deal with matters dealt with in the accounting and other records examined by me, gives a true and fair view of such matters.

Dated this 10th day of February, 1971.

.....

 Peter G. C. Chew
 Approved Company Auditor.

Exhibits

Statement by Directors pursuant to Section 169(12) of Companies Act 1965
10th February 1971

EXHIBIT "A 11" TO AFFIDAVIT
OF ANDREW PEATTIE DATED 24-11-71

Exhibits

AP11
to Affidavit of
Andrew Peattie
dated 24th
November 1971

STATEMENT BY THE DIRECTORS

Pursuant to Section 169 (12) of the Companies Act, 1965

Unto Ling Fung Siew and Unto Ling Seng Eiong
We,
Kong Thai Siamill (Siam) Ltd.
being two Directors of
do hereby state that, in the opinion of the Directors, the accompanying Profit
and Loss Account is drawn up so as to give a true and fair view of the results
of the business of the Company for the year ended 30th September, 1970
and that, in the opinion of the Directors, the accompanying Balance Sheet is
drawn up so as to exhibit a true and fair view of the state of affairs of the
Company as at 30th September, 1970

For and on behalf of the Board,

[Signature]
.....
Director
[Signature]
.....
Director

Dated this 10th day of February, 1971.

DECLARATION

Pursuant to Amended Section 169 (13) of the Companies Act, 1965

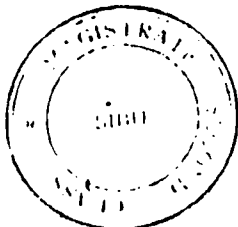
ENG KHENG HIM, Secretary
of *Kong Thai Siamill (Siam) Ltd.* do solemnly and sincerely
declare that the accompanying Balance Sheet and Profit and Loss Account of the
Company are, to the best of my knowledge and belief, correct.

And I make this solemn declaration conscientiously believing the same to
be true and by virtue of the provisions of the Statutory Declaration Act, 1960.

Subscribed and solemnly declared by)
the above-named)
..... at *Siam*)
in the State of *Siam*, this *10th*)
day of *Feb*, 19 *71*)

[Signature]
.....

Before me,



[Signature]
.....
Signature of Magistrate.

Statement by
Directors
pursuant to
Section 169(12)
of Companies
Act 1965
10th February
1971

Exhibits

Letter, Ling Beng Sung to Kong Thai Sawmill (Miri) Sdn. Bhd.
27th April 1970

EXHIBIT "LBS.1" TO AFFIDAVIT
 OF LING BENG SUNG DATED 12-2-72

Ling Beng Sung,
 Kong King Bank Berhad,
 21, Wong Nai Sieng Road,
 Sibu.

27th April, 1970.

The Secretary,
 Kong Thai Sawmill (Miri) Sdn. Bhd.,
 13 Island Road,
 Sibu.

Dear Sir,

re Kong Thai Sawmill (Miri) Sdn. Bhd.

I shall be very grateful if you can furnish me the following particulars regarding the affairs of Kong Thai Sawmill (Miri) Sdn. Bhd. for the year 1969.

(1) DONATIONS

- (a) Nature of each donation (e.g. educational, sports etc)
- (b) Name of each receiver.
- (c) Amount of each donation to be supported by particulars of the receipts.

(2) DEBTORS

- (a) Names and addresses of Debtors.
- (b) Nature of debts.
- (c) When owing and for how long?

(3) INVESTMENT

- (a) Details of every investment stating the nature and the amount for each investment.
- (b) Details of shares certificated deriving from the said investment.
- (c) Date of each investment.
- (d) Profit and loss account of each investment.

(4) Details of Demurrage and Dispatch Account.

(5) DIVIDENDS

Dividends warrant issued to Liahn Sawmill Sdn. Bhd. Ling Beng Sung and Ling Beng King and credited to their respective account with the Company.

/ (1) Under

Exhibits

LBS 1
 to Affidavit of
 Ling Beng Sung
 dated 12th
 February 1972

Letter, Ling
 Beng Sung to
 Kong Thai
 Sawmill (Miri)
 Sdn. Bhd.
 27th April 1970

Exhibits

Exhibits

EXHIBIT "LBS.1" TO AFFIDAVIT
OF LING BENG SUNG DATED 12-2-72

LBS 1
to Affidavit of
Ling Beng Sung
dated 12th
February 1972

- 2 -

Letter, Ling
Beng Sung to
Kong Thai
Sawmill (Miri)
Sdn. Bhd.
27th April 1970
(continued)

- (1) Under what authority the Company credited such dividends.
- (11) Any other share holders whose dividends had been credited as such? If so, who?

(6) TRAVELLING EXPENSES

The total travelling expenses for the period.

- (7) Details of total money spent on entertainment.
- (8) Details of trading account for the said period.

As you are aware that I am a director of the said Company and that should you refuse to supply me the particulars required, I may apply to the Court for the necessary order under Section 167 of the Companies Act, 1965.

Yours faithfully,

Ling Beng Sung

This is the Exhibit marked "LBS.1" referred
Affidavit

Ling Beng Sung

12 FEB 1972

Commissioner for Oaths
SIA SIA SIA SIA
Commissioner for Oaths,
High Court in Borneo,
Kuching, Sarawak.

Exhibits

Letter, Ling Beng Sung to Kong Thai Sawmill (Miri) Sdn. Bhd.
14th May 1970

Exhibits

LBS 2
to Affidavit of
Ling Beng Sung
dated 12th
February 1972

EXHIBIT "LBS.2" TO AFFIDAVIT OF
LING BENG SUNG DATED 12-2-72

Letter, Ling
Beng Sung to
Kong Thai
Sawmill (Miri)
Sdn. Bhd.
14th May 1970

Ling Beng Sung,
Kong Ming Bank Berhad,
21, Wong Nai Siong Road
Sibu.

14th May, 1970.

The Secretary,
Kong Thai Sawmill (Miri) Sdn. Bhd.,
13, Island Road,
Sibu.

Dear Sir,

Re Kong Thai Sawmill (Miri) Sdn. Bhd.

I refer to my letter of 27th April, 1970 demanding the particulars of the above company's affairs for the year 1969 to be furnished to me.

As you have deliberately failed to furnish the particulars so requested, I have no other alternative, -except of instituting a legal proceedings to apply for Court Order to enable me to examine such financial position and other necessary action, if no such details should come from you in the next four days' time, that is before 19th May, 1970.

Yours faithfully,

.....

This is the Exhibit marked "LBS.2" referred to
in the Affidavit
of Ling Beng Sung
dated 12 FEB 1972
attached to the Affidavit of the day of

19
Commissioner for Oaths.
[Signature]
A. M. L. LING
COMMISSIONER FOR OATHS,
SIBU.

Exhibits

Exhibits

Auditors Report to members of Hock Hua Bank Berhad for year ended 31st
December 1970
19th June 1971

LBS5
to Affidavit of
Ling Beng Sung
dated 12th
February 1972

EXHIBIT "LBS.5" TO AFFIDAVIT
OF LING BENG SUNG DATED 12-2-72

Auditors Report
to members of
Hock Hua Bank
Berhad for year
ended 31st
December 1970
19th June 1971

AUDITORS' REPORT TO MEMBERS OF HOCK HUA BANK BERHAD

We observe that during the year the Subsidiary, a licensed borrowing company, made a loan to a Director amounting to \$ 300,000 which was outstanding at 31st December, 1970 and had also granted unsecured loans and advances in amounts exceeding \$ 5,000 which aggregated \$ 1,236,355 as at that date. These transactions appear to contravene Sections 20 and 21 of the Borrowing Companies Act, 1969. Since the year end, \$ 112,736 of the above amount has been either repaid or fully secured.

Subject to this comment, in our opinion:-

- (a) The accompanying Balance Sheet and Profit & Loss Account and Consolidated Balance Sheet and Profit & Loss Account, together with the notes thereto, are properly drawn up in accordance with the provisions of the Companies Act 1965 with such modifications and exceptions as have been determined by Bank Negara Malaysia pursuant to Sub-section 16 of Section 169 and so as to give a true and fair view of the state of affairs of the Bank and of the Bank and its Subsidiary at 31st December, 1970; and of the results for the year ended on that date.
- (b) the accounting and other records (including registers) examined by us have been properly kept in accordance with the provisions of the said Act; and
- (c) the Directors' Report in so far as it is required by the Act to deal with matters dealt with in accounting and other records examined by us, gives a true and fair view of such matters.

TURQUAND, YOUNG & CO.

CHARTERED ACCOUNTANTS.

CERTIFIED PUBLIC ACCOUNTANTS (MALAYSIA)

19th June, 1971.

This is the Exhibit marked LBS5 referred to

in the Affidavit of Ling Beng Sung

Commissioner for Oaths

TONIO
for Oaths

Exhibits

Exhibits

Statement in Chinese from Mukah Sawmill (1962) Sdn. Bhd. with certified translation and sketch plan
3rd June 1970

R9
to Affidavit of
Ling Beng Siew
dated 14th
March 1972

EXHIBIT "R.9" TO AFFIDAVIT
OF LING BENG SIEW DATED 14-3-72

Statement in
Chinese from
Mukah Sawmill
(1962) Sdn. Bhd.
with certified
translation and
sketch plan
3rd June 1970

AGENTS AND EXPORTERS,
GENERAL
CARGO AND FREIGHT FOR
ALL SHIPPERS AND
CUSTOMERS,
LOCAL OFFICE ADDRESS
"SUN" TAWAU.

木膠火鋸(一九六二)有限公司
MUKAH SAWMILL (1962) SDN. BHD.

CHAIRMAN: SIM

TAWAU BRANCH
(INCORPORATED IN SARAWAK)
166, 1st FLOOR, Jalan Billian,
P. O. Box No. 607,
TAWAU, SABAH.

Ref: 立 約 Date 3-6-1970
Ref:

於六月三日經過沙巴代理商
木膠火鋸之代表 W. I. T. (翁彼得)
及 J. M. K. 代表 T. W. S. K. (吳三英)
明現已在沙巴代理商境內
相識。木膠火鋸同意此後不
如須修改其路先先行書面
沙巴代理商。現已就無憑特
約。

M. S. (Mukah Sawmill)
A. S.

This is the exhibit marked "R 9"
required to in the Affidavit of Ling Beng Siew
dated 14th day of March 1972
Before me

EXHIBIT "R.9" TO AFFIDAVIT
OF LING BENG SIEW DATED 14-3-72

Translation

MUKAH SAWMILL (1962) SDN. BHD.

TAWAU BRANCH

Date: 3.6.1970

Agreement

An agreement is made this day 3rd JUNE between the representative of SABAH AGENCY, MUKAH SAWMILL and Mr. Peter [illegible] of U.I.F.L. and T. WASITO KAPTEH of JAMAKER whereby it jointly confirmed that there is no more sign of cutting trees within the region of SABAH AGENCY, and MUKAH SAWMILL do agreed that no more trees will be felled henceforth. If is necessary to repair the old paths, SABAH AGENCY shall informed thereof in writing in advance.

Lest words of mouth bear no evidence, this agreement is made.

[illegible] Sd: Illegible Sd: Illegible
M.S. (Sabah Agency)

Sd: Illegible
T. Wasito Kapten

Certified True Translation

[Handwritten Signature]
[illegible] Interpreter of the High Court.

R9
to Affidavit of
Ling Beng Siew
dated 14th
March 1972

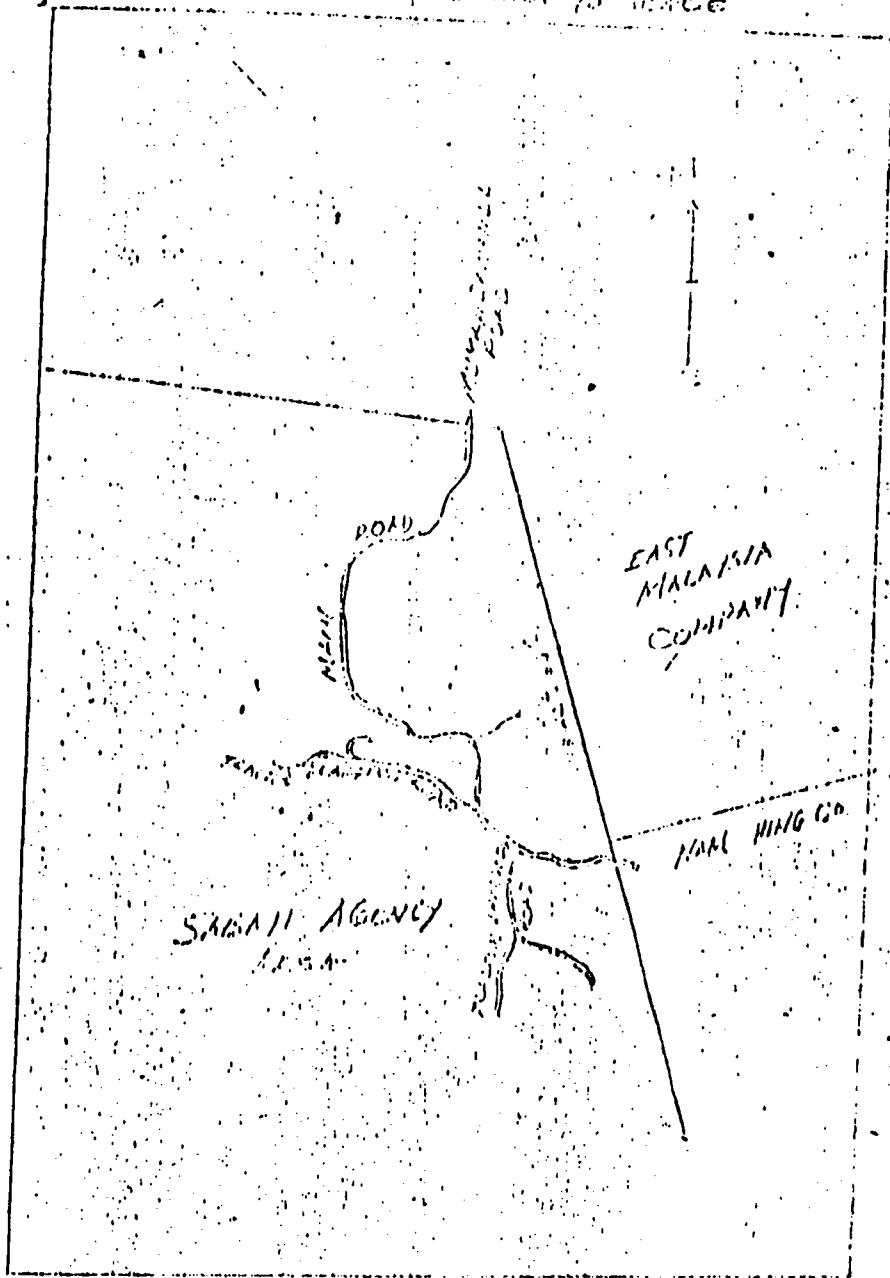
Statement in
Chinese from
Mukah Sawmill
(1962) Sdn. Bhd.
with certified
translation and
sketch plan
3rd June 1970
(continued)

Exhibits

EXHIBIT "R.9" TO AFFIDAVIT
OF LING BENG SIEW DATED 14-3-72

3rd June 1970

Sketch Map Showing The Sugar Agency
Contractual Area
As Demarcated



Exhibits

R9
to Affidavit of
Ling Beng Siew
dated 14th
March 1972

Statement in
Chinese from
Mukah Sawmill
(1962) Sdn. Bhd.
with certified
translation and
sketch plan
3rd June 1970
(continued)

[Handwritten signature]
U. I. F. C. SURVEYOR
14/3/72

[Handwritten signature]
V.P.

[Handwritten signature]

Exhibits

Exhibits

List of Donations

R12
to Affidavit of
Ling Beng Siew
dated 14th
March 1972

EXHIBIT "R.12" TO AFFIDAVIT
OF LING BENG SIEW DATED 14-3-72
DONATION

MADE POLITICAL
HERE

List of Donations

	DR.	CR.
Seven Day Adventist Church	100.-	
J. C. Mui	10.-	
Freight Rice Huller	50.-	
Poppy Day	10.-	
SEPP Games	5000.-	
Huller for nature	745.-	
Mui General Hospital (Christmas)	100.-	
Bungei Suan School	10.-	
Donation to Yu Nam School	30.-	
Kindergarten	100.-	
Building house of K. J. Bunan	300.-	
Autong Trade Fair	60.-	
Mosjid, Miah	200.-	
Girls Guide Association	50.-	
Ching Nam School	200.-	
Miah Co-operative Society	440.-	
Indiaming Association	200.-	
Bundresia Donation of prize	98.-	
" " trophies	30.-	
Football Association	100.-	
Bundresia Basketball	1950.-	
" Volley ball	14.-	
Boxing Association	340.-	
P. W. D. Sports	155.-	
St. Joseph School - Mui	1000.-	
Pui Hing School -	1000.-	
Rain Road H. School	1000.-	
Rice huller for nature	745.00	
Miah Res Memorial fund	1000.00	
Poppy Day, Celebration Committee	100.-	
Net Ball, GSS, Pujul, Miah	100.-	
Malaysia Org. Miah	50.-	
	1336050	

This to the exhibit marked "R12" referred to in the Affidavit of Ling Beng Siew dated the 14th day of March 1972.



Continued in Page 161

Exhibits

Exhibits

EXHIBIT "R.12" TO AFFIDAVIT
OF LING BENG SIEW DATED 14-3-72

R12
to Affidavit of
Ling Beng Siew
dated 14th
March 1972

DONATION

List of Donations
(continued)

		DR	CR	
Page 123	10/1	1,330.50		
rice huller... freight charges	10/12	230		
2 Mail's Rice Rester Returns	10/12		500	
Sunny Hill School	10/14	1000		
Rotary Club, Silm	10/15	50		
Donation to Basket Ball Team	10/15	100		
Sunny Hill School, mizi	10/16	100		
P.W. Dept. & Commerce, Nakh	10/16	65		
Mizi Youth Club	10/16	50		
Donation to Wong Sing Ngai	10/14	200		JK 1433537
Small Petrol engine to Nakh	10/30	3830.60		
freight on Petrol engine	10/31	60		JK 1824610

Exhibits

Cutting from Malaysia Daily News
2nd December 1971

EXHIBIT "R.13a" TO AFFIDAVIT
OF LING BENG SIEW DATED 14-3-72

Exhibits

R13A
to Affidavit of
Ling Beng Siew
dated 14th
March 1972

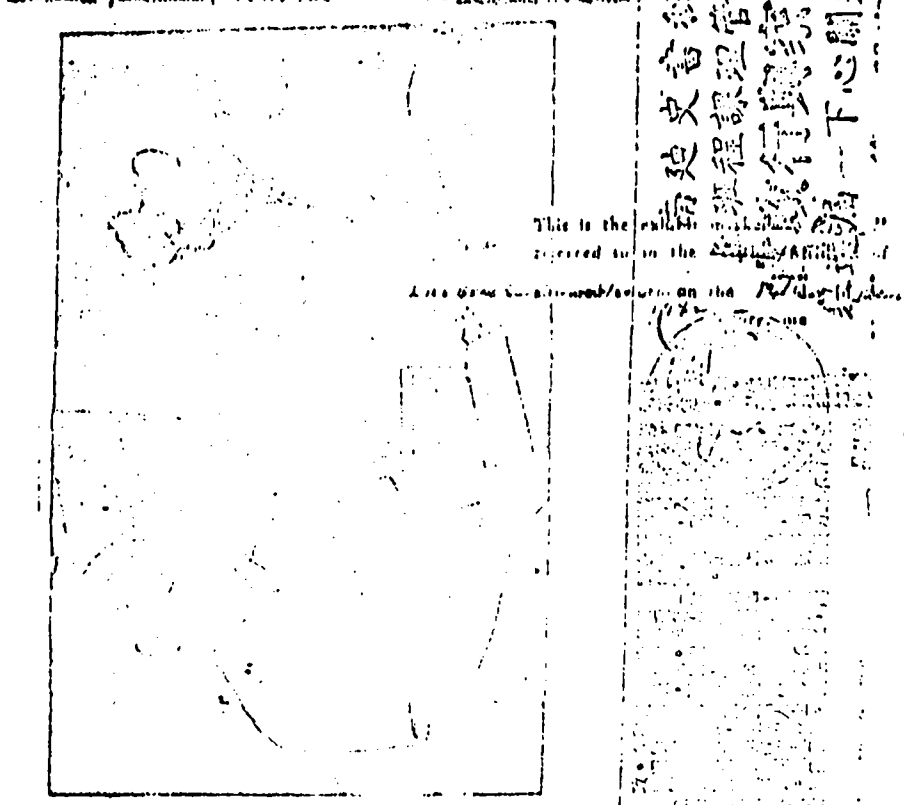
Cutting from
Malaysia Daily
News
2nd December
1971

中華民國七十年十一月二十二日
吉隆坡訊：吉隆坡地檢處檢察官
林文慶於二十二日對吉隆坡地檢處
檢察官林文慶提出起訴書，控其於
一九七〇年十一月二十二日，在
吉隆坡地檢處檢察官林文慶的
辦公室，與該處檢察官林文慶
發生性行為，違反法律。

吉隆坡訊：吉隆坡地檢處檢察官
林文慶於二十二日對吉隆坡地檢處
檢察官林文慶提出起訴書，控其於
一九七〇年十一月二十二日，在
吉隆坡地檢處檢察官林文慶的
辦公室，與該處檢察官林文慶
發生性行為，違反法律。

吉隆坡訊：吉隆坡地檢處檢察官
林文慶於二十二日對吉隆坡地檢處
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發生性行為，違反法律。

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辦公室，與該處檢察官林文慶
發生性行為，違反法律。



This is the
referred to in the
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吉隆坡訊：吉隆坡地檢處檢察官
林文慶於二十二日對吉隆坡地檢處
檢察官林文慶提出起訴書，控其於
一九七〇年十一月二十二日，在
吉隆坡地檢處檢察官林文慶的
辦公室，與該處檢察官林文慶
發生性行為，違反法律。

2-12-1971
C-2-12-1971

(A LOCAL CHINESE NEWSPAPER)
SHOWING THE THIRD RESPONDENT
報日亞品樂島

THURSDAY
P.103

P.103

Cutting from Chinese Daily News
7th December 1971

R13C
to Affidavit of
Ling Beng Siew
dated 14th
March 1972

Cutting from
Chinese Daily
News
7th December
1971

日七

中 報 日 學

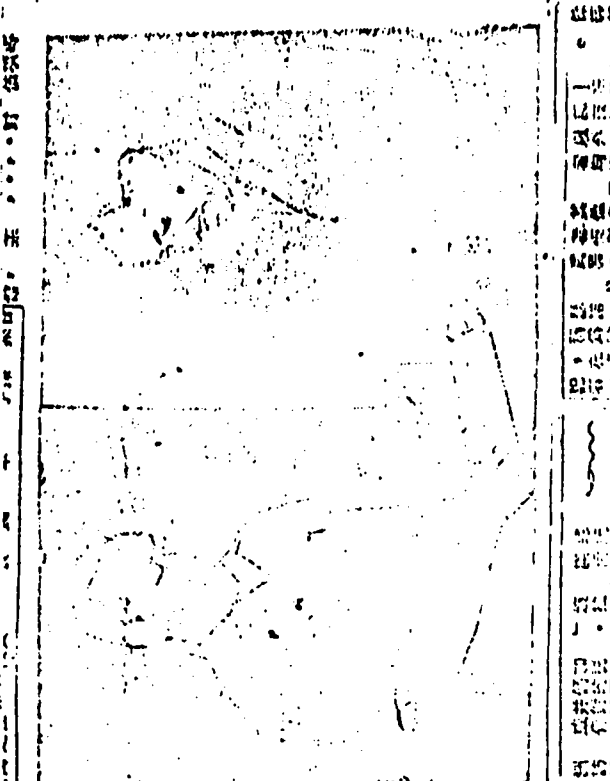
報 日 學

EXHIBIT "R.13c" TO AFFIDAVIT
OF LING BENG SIEW DATED 14-3-72

星洲訊：星洲各界人士，對政府最近所採取之措施，表示不滿。...

星洲訊：星洲各界人士，對政府最近所採取之措施，表示不滿。...

星洲訊：星洲各界人士，對政府最近所採取之措施，表示不滿。...



星洲訊：星洲各界人士，對政府最近所採取之措施，表示不滿。...

星洲訊：星洲各界人士，對政府最近所採取之措施，表示不滿。...

星洲訊：星洲各界人士，對政府最近所採取之措施，表示不滿。...

星洲訊：星洲各界人士，對政府最近所採取之措施，表示不滿。...

LOCAL CHINESE NEWS

星洲訊

星洲訊

星洲訊

Exhibits

Debit Note Kong Thai Sawmill to Ling Beng Siew Sdn. Bhd.
17th July 1968

Exhibits

R14
 to Affidavit of
 Ling Beng Siew
 dated 14th
 March 1972

EXHIBIT "R.14" TO AFFIDAVIT
 OF LING BENG SIEW DATED 14-3-72

Debit Note Kong
 Thai Sawmill to
 Ling Beng Siew
 Sdn. Bhd.
 17th July 1968

DEBIT NOTE

No. 1122/17/68
 Date July 17, 1968

To: Ling Beng Siew Sdn. Bhd.
 Stry. Ør. to Kong Thai Sawmill (Miri) Sdn. Bhd.

Please note that we have today DEBITED your account with the following entries:-

PARTICULARS

	\$	AMOUNT	cts.
To cost of goods taken from our store as per list attached:-			
20,000 Pieces "S" Hooks @ \$0.05		1,600.00	
7,000 " Ring Spikes @ \$0.40		2,800.00	
55 coils 1/2" X 720' steel wire rope @ \$100.00		5,940.00	
<i>Dollars Ten thousand three hundred and thirty forty only</i>			10,340.00

For Kong Thai Sawmill (Miri) Sdn. Bhd.

[Handwritten signature]

E. & O. E.

This is the exhibit marked "R14" referred to in the Affidavit of Ling Beng Siew dated 14th day of March 1972.

[Handwritten signature]

Exhibits

Exhibits

EXHIBIT "R.14" TO AFFIDAVIT
OF LING BENG SIEW DATED 14-3-72

R14
to Affidavit of
Ling Beng Siew
dated 14th
March 1972

Kong Thai Sawmill (Miri) Limited.

IRIBI OFFICE
2, SYLVIA ROAD,
P. O. BOX 304,
MIRI, SARAWAK.
TELEPHONE: NO. 558
CABLE ADDRESS: "KONGTHAI"

HEAD OFFICE
13, ISLAND ROAD,
P. O. BOX 213
MIRI, SARAWAK.
TELEPHONE: NOS. 418 & 479
CABLE ADDRESS: "KONGTHAI"

Debit Note Kong
Thai Sawmill to
Ling Beng Siew
Sdn. Bhd.
17th July 1968
(continued)

Your Ref: _____

30th June 1968

Our Ref: _____

W/S. Ling Beng Siew Sondirian Borhad,

6/6/68	1/2" x 7/20" steel wire rope.	20 coils
16/6/68	- do -	10 "
27/6/68	- do -	25 "
		Total; 55 coils.
6/6/68	3/4" x 6" x 1 1/2" steel ring splkes	2,000 pieces
16/6/68	- do -	3,000 "
27/6/68	- do -	2,000 "
		Total; 7,000 pieces.
6/6/68	3" "2" hooks 10 bags	10,000 pieces
25/6/68	- do -	10,000 "
		Total; 20,000 pieces.

Handwritten notes and signatures in the bottom left corner.

Signature of Kong Thai Sawmill (Miri) Ltd.
Kong Thai Sawmill (Miri) Ltd.
Kuch Lugging Camp

Exhibits

Exhibits

Credit balance between Kong Thai Sawmill and Ling Beng Siew & Co.

R16
to Affidavit of
Ling Beng Siew
dated 14th
March 1972

EXHIBIT "R.16" TO AFFIDAVIT
OF LING BENG SIEW DATED 14-3-72

Credit balance
between Kong
Thai Sawmill
and Ling Beng
Siew & Co.

CREDIT NOTE

No. 7/70/71

Date 31-8-1971

LING SIEW & CO.,

Cr. by Kong Thai Sawmill (Kiri) Sdn. Bhd.

Please note that we have today CREDITED your
note the following entries -
PARTICULARS

Amount

By Interest on credit balance details on per
list attached

20,284.43

By thousand two hundred and eighty-four and cents
and three only.

20,284.43

Kong Thai Sawmill (Kiri) Sdn. Bhd.

E

PRINTED BY SINGAPORE PRINTING CO. SDA 614

This is the exhibit marked R16 as
referred to in the Affidavit of
Ling Beng Siew dated 14/3/72
submitted to the court on 14/3/72.



Exhibits

Exhibits

R16
to Affidavit of
- Ling Beng Siew
dated 14th
March 1973

EXHIBIT "R.16" TO AFFIDAVIT
OF LING BENG SIEW DATED 14-3-72

Credit balance
between Kong
Thai Sawmill
and Ling Beng
Siew & Co.
(continued)

LING BENG SIEW & CO.,

STATEMENT OF INTEREST ON CREDIT BALANCE FOR
THE PERIOD FROM NOV.. 64 TO OCT.. 1965

<u>PERIOD</u>	<u>DAYS</u>	<u>AMOUNT</u>	<u>AMOUNT</u>	<u>PAID</u>	<u>INTEREST</u>
1/11 to 4/12/64	5	26,200.00	131,500.00		
5 to 25/12/64	15	29,272.00	609,700.00		
26 to 29/12/64	3	41,197.55	287,214.10		
30 to 31/12/64	2	51,997.55	102,214.70		
1 to 17/1/65	17	102,181.84	3,097,081.08		
18 to 19/1/65	2	177,551.24	359,602.88		
20 to 21/1/65	2	186,571.24	376,762.88		
22 to 22/1/65	1	189,997.75	189,997.75		
23 to 25/2/65	4	201,203.45	201,203.45		
26 to 12/3/65	15	217,853.45	2,027,081.85		
13 to 20/3/65	15	227,463.45	4,028,212.10		
21 to 4/5/65	5	237,463.45	1,557,317.25		
5 to 13/5/65	14	237,463.45	4,028,212.10		
14 to 23/5/65	5	307,463.45	1,557,317.25		
24 to 30/5/65	7	337,463.45	2,552,244.75		
31 to 16/6/65	19	337,523.95	6,413,980.05		
17 to 29/6/65	11	377,523.95	4,193,535.45		
30 to 22/7/65	23	608,267.44	1,419,951.12		
23 to 26/7/65	4	642,947.66	3,377,751.44		
27 to 29/7/65	3	652,947.66	2,553,443.98		
30 to 6/8/65	8	662,947.66	6,903,982.88		
7 to 14/8/65	8	812,947.66	6,903,982.88		
15 to 19/8/65	1	843,947.66	843,947.66		
20 to 30/8/65	15	843,947.66	12,179,217.90		
31 to 10/9/65	11	843,147.85	8,944,626.40		
11 to 26/9/65	16	812,737.65	13,004,809.70		
27 to 29/9/65	3	97,737.85	293,263.25		
			<u>105,766,622.29</u>	75	<u>10,224.43</u>

Exhibits

Exhibits

EXHIBIT "R.16" TO AFFIDAVIT
OF LING BENG SIEW DATED 14-3-72

R16
to Affidavit of
Ling Beng Siew
dated 14th
March 1972

Credit balance
between Kong
Thai Sawmill
and Ling Beng
Siew & Co.
(continued)

TO: SAWYER & CO.,
100, Market Street,
SINGAPORE.
Date: 27-5-72
Cr. by Kong Thai Sawmill (Miri) Sdn. Bhd.

Amount	cts.
1,680.02	

By Interest on credit balance details as per list attached.

Total: One thousand six hundred and eighty and cents two only.

Kong Thai Sawmill (Miri) Sdn. Bhd.

Z. O. E.

ACCOUNT DEBITED TO THE CREDIT

EXHIBIT "R.16" TO AFFIDAVIT
OF LING BENG SIEW DATED 14-3-72

R16
to Affidavit of
Ling Beng Siew
dated 14th
March 1972

Credit balance
between Kong
Thai Sawmill
and Ling Beng
Siew & Co.
(continued)

LING BENG SIEW & CO. STATEMENT OF INTEREST
OR CREDIT BALANCE FOR THE PERIOD FROM OCT.
1965 TO DECEMBER, 1965.

PERIOD	DAY	AMOUNT	PRODUCT	RATE	INTEREST
1-10-65 to 1-10-65	1	99,228.56	99,228.56	7%	
2-10-65 to 4-10-65	3	97,787.86	293,363.58		
5-10-65 to 27-10-65	23	94,679.17	2,177,620.91		
28-10-65 to 31-10-65	4	64,679.17	258,716.68		
1-11-65 to 1-11-65	1	164,679.17	164,679.17		
2-11-65 to 7-11-65	6	163,679.17	982,075.02		
8-11-65 to 9-11-65	2	163,258.77	326,477.54		
10-11-65 to 22-11-65	13	164,438.77	2,137,764.01		
23-11-65 to 6-12-65	14	159,438.77	2,132,142.78		
7-12-65 to 7-12-65	1	88,122.76	88,122.76		
			<u>8,760,150.81</u>	7%	<u>\$1,059,02</u>

(Vol. LXXXV.—638
Co. (Cr. of App.

divine use of all its
marks, and would let
and do all such further
more fully set in the
to the number,
and if the benefit of the
agreed to the proposed
April then next, it
of the parties thereto,
other, to receive the

right of assigning the
referred to therein to
upon the adoption
the same was to be
in the proposed com-
in relation of Philip.
the plaintiff company
in the specific form,
ing the fact that the
1897 had been entered
made in consideration
of the payment therein
made to the licensee;
it by the licensee not
at the consent of the
said company,
the 3th March 1897,
of the one part and
or the proposed com-
plices agreed to sell to
abroad (inter alia)
March 1897 and the

the proposed company
defendant company,
the 3th April 1897,
Piercy, and the defen-
seal of the latter, the
rel 1897 was adopted
with certain modifi-

d to a certain extent
y, was never actually

n Oct. 1899 the defen-
n balance sheet which
I company upon the
endant company was
agency to perform the
out of the 3rd March
the view entertained
y appeared also from
passed between the two
ies in the defendants'

It showed large profits,
carried to the reserve
It was written off as
the extinction of the
etc.

brought this action
pany to have it declared
ny was limited to
yearly depreciation
of license, and consid-
for the year 1899
it ascertained
plaint company plead
it disclosed no cause
company against the

Exhibits

Exhibits

R16
to Affidavit of
Ling Beng Siew
dated 14th
March 1972

EXHIBIT "R.16" TO AFFIDAVIT
OF LING BENG SIEW DATED 14-3-72

Credit balance
between Kong
Thai Sawmill
and Ling Beng
Siew & Co.
(continued)

CREDIT NOTE

No. 8/70/71

Date 29 SEP 1971

LING SIEW & CO.,

Cr. by Kong Thai Sawmill (Miri) Sdn. Bhd.

Please note that we have today CREDITED your
with the following entries:-
PARTICULARS

By Interest on credit balance as follows:-

	Amount	
	\$	cts.
1. Oct., 1969 to July, 1970	18,681.	89
2. Feb., 1971 to Aug., 1971	5,757.	12

...four thousand four hundred and thirty nine and
...one only.

24,439.01

For Kong Thai Sawmill (Miri) Sdn. Bhd.

O B.

Exhibits

EXHIBIT "R.16" TO AFFIDAVIT
OF LING BENG SIEW DATED 14-3-72

LING BENG SIEW & CO.
STATEMENT OF CREDIT BALANCE
FOR THE PERIOD FROM OCT., 1969 TO JULY, 1970.

	DAY	AMOUNT	PRODUCT	RATE	INTEREST
69 to 29-11-69	31	5,000.95	95,028.83	7%	
69 to 7-12-69	8	128,000.95	1,028,007.45		
69 to 5-1-70	29	255,000.95	7,357,036.97		
70 to 16-1-70	11	273,000.95	3,005,010.23		
70 to 21-1-70	5	475,000.95	2,565,004.65		
70 to 30-1-70	9	553,000.95	4,977,008.37		
70 to 30-3-70	59	507,932.91	29,968,041.69		
70 to 29-4-70	30	718,290.06	31,548,701.80		
70 to 26-5-70	27	585,829.96	15,817,409.46		
70 to 3-6-70	8	570,231.52	4,561,852.46		
70 to 7-6-70	4	389,254.12	1,557,016.48		
70 to 29-6-70	22	229,254.12	5,043,590.64		
70 to 3-7-70	4	29,254.12	117,016.48		
			<u>97,412,715.29</u>	7%	<u>240,601.89</u>

LING BENG SIEW & CO.
STATEMENT OF CREDIT BALANCE
FOR THE PERIOD FROM FEBRUARY, 1971 TO AUGUST, 1971.

	DAY	AMOUNT	PRODUCT	RATE	INTEREST
71 to 25-2-71	26	227,460.00	5,215,900.00	7%	
71 to 26-3-71	3	227,725.32	683,175.96		
71 to 30-3-71	2	165,975.32	535,250.64		
71 to 29-4-71	30	160,675.32	4,820,259.60		
71 to 29-5-71	30	160,410.00	4,812,500.00		
71 to 18-6-71	19	152,641.33	2,900,185.27		
71 to 31-8-71	74	142,641.33	10,565,458.42		
			<u>30,012,309.29</u>	7%	<u>30,257.12</u>

Exhibits

R16
to Affidavit of
Ling Beng Siew
dated 14th
March 1972

Credit balance
between Kong
Thai Sawmill
and Ling Beng
Siew & Co.
(continued)

Exhibits

Telegram Ling Beng Siew to Kong Thai Sawmill
4th August 1969

Exhibits

R19b
to Affidavit of
Ling Beng Siew
dated 14th
March 1972

Telegram Ling
Beng Siew to
Kong Thai
Sawmill
4th August
1969

3

EXHIBIT "R.19b" TO AFFIDAVIT
OF LING BENG SIEW DATED 14-3-72

0360

SINGAPORE 18 4 1148

4 AUG 1969

BATHAI

CU

INTEND TAKING BERJAYA MALAYSIA TO PONTIANAK
NEXT FIRST THIS MONTH PLEASE HELP MAKE ARRANGEMENT

DATO LINGBENG SIEW

KONGTHAI MALAYSIA LINGBENG SIEW

This is the exhibit marked "R19b"
referred to in the Affidavit of
Ling Beng Siew
affirmed/ sworn on the 14th day of March 1972

RECEIVED		REGISTERED	
From	To	On	Time
R	13.31		
By	Date	By	Date
	4		



Exhibits

Letter, P. T. Kalimantan Sari to Ting Ka Siang
4th August 1969

Exhibits

R19c
to Affidavit of
Ling Beng Siew
dated 14th
March 1972

EXHIBIT "R.19c" TO AFFIDAVIT
OF LING BENG SIEW DATED 14-3-72

Letter, P. T.
Kalimantan Sari
to Ting Ka Siang
4th August 1969

P. T. KALIMANTAN SARI

10th FLOOR, 111, ROBINSON ROAD,
77, ROBINSON ROAD,
SINGAPORE 11
TELEPHONE 221127
CABLES "LINSAR" SINGAPORE

4th August, 1969.

Mr. Ting Ka Siang,
Kong Thai Sawmill (MIRI) Ltd.,
13, Island Road,
Sibu,
Sarawak.

Dear Mr. Ting,

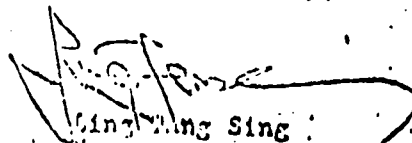
We confirm our cable of the 4th August, regarding
Dato Ling's intention of sailing N.Y. berjaya Malaysia to
Pontianak.

For your information, we enclose herewith a list of
the required particulars in connection with sailing procedures.

We will appreciate your assistance and co-operation
on the above matter.

Thank you,

Yours very truly,


Ling Bing Sing
Manager

Encl.

LRS/SL

This is the exhibit marked "R 19c"
referred to in the Affidavit of
Ling Beng Siew dated 14th March 1972



Exhibits

EXHIBIT "R.19c" TO AFFIDAVIT
OF LING BENG SIEW DATED 14-3-72

Exhibits

R19c
to Affidavit of
Ling Beng Siew
dated 14th
March 1972

Letter, P. T.
Kallimantan Sari
to Ting Ka Siang
4th August 1969
(continued)

Formalities required to sail M.Y. Berjaya Malaysia to Pontianak.

1. Kuching Port's Clearance.
2. Import licence or Permission from the Indonesian Government.
 - a) Crew List.
 - b) Passport of Crew and Passengers.
 - c) Visa and Health Papers.
 - d) Driver's Licence (Yacht)
 - e) Particulars of the Yacht including survey report.

Exhibits

Telegram, United Singapore Lumber (Pte.) Ltd. to Kong Thai
20th August 1969

Exhibits

R19d
to Affidavit of
Ling Beng Siew
dated 14th
March 1972

EXHIBIT "R.19d" TO AFFIDAVIT
OF LING BENG SIEW DATED 14-3-72

Telegram,
United Singapore
Lumber (Pte.)
Ltd. to Kong
Thai
20th August 1969

111

SINGAPORE 10 20 1100

KONG THAI SIBU

20 AUG 1969

MYA MALAYSIAS TRIP TO PORT LANK POSTPONED INDEFINITELY
UNTIL LUMBER

KONG THAI SIBU TRIP

RECEIVED		TRANSMITTED	
From	To	Outgoing No.	To
P. R.	20		
			Date

This is the exhibit marked R19d referred to in the Affidavit of Ling Beng Siew dated 14th March 1972.

Exhibits

Letter, United Singapore Lumber (Pte.) Ltd. to Kong Thai Sawmill
23rd May 1970

Exhibits

R19e
to Affidavit of
Ling Beng Siew
dated 14th
March 1972

EXHIBIT "R.19e" TO AFFIDAVIT
OF LING BENG SIEW DATED 14-3-72

Letter, United
Singapore
Lumber (Pte.)
Ltd. to Kong
Thai Sawmill
23rd May 1970

UNITED SINGAPORE LUMBER (PTE.) LTD.

10th FLOOR, 111A ROBINSON ROAD,
SINGAPORE, S.

CABLES 707

23rd May, 1970.

The Manager,
Kong Thai Sawmill (HEMI) Sdn. Bhd.,
19, Island Road,
Sibu,
Sarawak.

Dear Sir,

"BERJAYA MALAYSIA"

Many thanks for your photostat copy of the details for
"Berjaya Malaysia".

Your co-operation is greatly appreciated.

Yours faithfully,

Ling Beng Siew
Ling Beng Siew
Manager
PTE

Mr. Siew
Kong Thai Sawmill
Sibu
Sarawak

14th March 1972



RS/SL

Exhibits

Letter, P. T. Kalimantan Sari to Ting Ka Siang
8th January 1971

Exhibits

R19f
to Affidavit of
Ling Beng Siew
dated 14th
March 1972

EXHIBIT "R.19f" TO AFFIDAVIT
OF LING BENG SIEW DATED 14-3-72

Letter, P. T.
Kalimantan Sari
to Ting Ka Siang
8th January
1971

P. T. KALIMANTAN SARI

10th FLOOR, M&A BUILDING,
77, ROBINSON ROAD,
SINGAPORE 1.
TEL: 63143, 63147
CABLE "OCELENT" SINGAPORE

RECEIVED
KALIMANTAN SARI
8 JAN 1971
C/SIG

SING: 8th January, 1971.

3

Mr. Ting Ing Yee,
P. T. Kalimantan Sari,
Djalan Pahlawan, No. 74,
Bekasari, Indonesia.

Dear Sir,

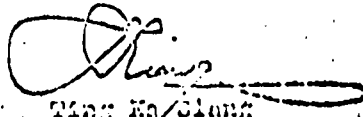
KUALA BERNEM, MALAYSIA

As directed by you we forward herewith photostatic
copies of the following documents in connection with the
above yacht for your necessary action please.

1. Record of Safety Equipment
2. Certificates of Malaysian Registry
3. International Sanitary Convention of Paris.

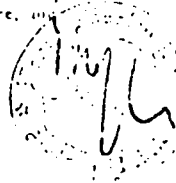
With best regards,

Yours faithfully,


Ting Ka Siang

Encl:

This is the exhibit marked "R19f"
referred to in the Affidavit of
Ling Beng Siew sworn on the 14th day of March, 1972
before me.



Exhibits

Letter, P. T. Kalimantan Sari to Ting Ka Siang
20th January 1971

Exhibits

R19g
to Affidavit of
Ling Beng Siew
dated 14th
March 1972

EXHIBIT "R.19g" TO AFFIDAVIT-
OF LING BENG SIEW DATED 14-3-72

Letter, P. T.
Kalimantan Sari
to Ting Ka Siang
20th January
1971

P. T. KALIMANTAN SARI
(PUSAT)

Office 1
MISA Building
Jend. Stacepora I
JUMBUER
31145

Djakarta Office 1
Djalan Djawa No. 14
Djakarta - Indonesia
Cabang KALSARI
Tel. 50175

Pontianak Office 1
Djalan Merdeka Barat No. 1
P.O. Box 22-Cabang KALSARI
Pontianak - Indonesia
Tel. 351

Date 20th January 1971

No. 41/57/KSD/71.

Mr. Ting Ka Siang.
Kong Thai Sawmill (Miri) Sdn. Bhd.
13, Island Road.
SIBU / SARAWAK.

Dear Mr. Ting,

We wish to acknowledge receipt of the following documents:

- I. Borjaya Malaysia:
 1. Record of safety equipment.
 2. Certificate of Malaysian registration.
 3. International Sanitary convention of Paris.
- II. 4 Copies of memorandum and Articles of Association of Kong Thai Sawmill (Miri) Sdn. Bhd.
- III. 6 Copies of memorandum and Articles of Association of Sarawak United Sawmills Sdn. Bhd.

Kindly inform Mr. Eng Kham Hin and Mr. Cheng Siang Song of II and III above.

With best regards.

This is the exhibit marked "R19g"
referred to in the Affidavit of
Ling Beng Siew
affirmed/sworn on the 14th day of March 1972

Before me



Yours faithfully,

[Signature]
Gen. Manager.

Exhibits

Photograph of "Berjaya Malaysia"

EXHIBIT "R.20a" TO AFFIDAVIT
OF LING BENG SIEW DATED 14-3-72

Exhibits

R20a

to Affidavit of
Ling Beng Siew
dated 14th
March 1972

Photograph of
"Berjaya
Malaysia"



Handwritten signature or initials

Exhibits

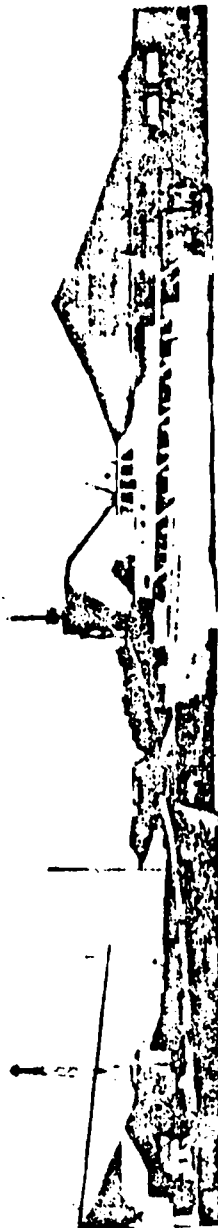
Photograph of "Sri Tania"

Exhibits

R20b
to Affidavit of
Ling Beng Siew
dated 14th
March 1972

EXHIBIT "R.20b" TO AFFIDAVIT
OF LING BENG SIEW DATED 14-3-72

Photograph of
"Sri Tania"



Cutting from The Vanguard
18th November 1969

R20e
to Affidavit of
Ling Beng Siew
dated 14th
March 1972

Cutting from
The Vanguard
18th November
1969

EXHIBIT "R.20e" TO AFFIDAVIT
OF LING BENG SIEW DATED 14-3-72

THE VANGUARD

18th Nov., 1969

Dato Ling Beng Siew
Arrives Visiting Malaysia

Dato Ling Beng Siew, banker and Chairman of the Sarawak Chinese Association, last weekend led a party on board his "Kempaya Malaysia" to honour the visiting High Commission...

Ungku Nazaruddin. About 60 people, including local dignitaries and civic leaders attended the function. Picture here shows Dato Ling, 7th from left, flanked by Tan Sri Jamal and Brig. Gen. Ungku Nazaruddin, respectively 6th and 8th from left. Others in

the picture who could be identified are from left: Lt. Col. Syed Abdul Aziz (extreme left), Datu Ling Sun, (3rd) Mr. ... (4th) Sun, (5th) Mr. ... (6th) and Mr. ... (7th) the Resident 3rd Division. (9th).

Alcohol-time signs
stumbling
astronauts

... Houston, ... astronauts were ... sleeping ... and ...

... capsules communicate. Paul Weitz. "Let me know when you're settled in the breakfast nook and I'll give you the morning news," Houston control said. When Conrad passed the word the astronauts were ready. Weitz read scores from the weekend's football game to the astronauts, and also excerpts from news stories concerning the moon mission.

... spacecraft fuel—than expected. The spacecraft was on a true course that the astronauts were skipping a mid-course trajectory maneuver that had been scheduled at 12:47 a.m. Monday. (0:17 GMT) Conrad said he slept eight hours and that Bean told he was sleeping for nine hours. ... the last "coasting" day for the astronauts before they whip into lunar orbit to begin preparations for their dangerous moon exploration mission.

WET GELS
IN N.Y.

NEW YORK, Mon.—Tens of thousands of New York City anti-war demonstrators marching in the city today, supporters of the late Dr. Martin Luther King Jr. staged a counter-demonstration in the city yesterday. The New York county Assessor's office today issued a "Unity Fund" as the first rule was handed out leaflets to the public. Nixon administration's Vietnam policies. A group called the "Peace with Honour Committee" held a rally to New York in a motorcade in support of a "loyalty" parade in the Bronx. At Rock Island, the Rockville of the American Legion Post visited the homes of Rep. Anna Lowenstein and James Wolff, both Democrats of York, and Susan Conway, Executive Eugene Rockefeller—all advocates of speedy withdrawal of all American troops from Vietnam.

Angels
Specialist

HONG KONG, Mon.—Dr. George Westlake, an Australian specialist, who arrived from Sydney with his wife, will meet with the four patients and their families in a hospital today.

The Secretary Sunday reported Dr. Westlake, who arrived from Sydney with his wife, will meet with the four patients and their families in a hospital today.

It was reported Dr. Westlake, an old friend, ... who was appointed ... an honorary ... at the Austin hospital in Victoria, and Australia.



Witness to the exhibit marked R20e referred to in the Affidavit of Ling Beng Siew sworn on the 14th day of March 1972 before me

Exhibits

Letter, Chan Siew Teong to Kong Thai Sawmill
1st July 1971

Exhibits

R21
 to Affidavit of
 Ling Beng Siew
 dated 14th
 March 1972

EXHIBIT "R.21" TO AFFIDAVIT
 OF LING BENG SIEW DATED 14-3-72.

Letter, Chan
 Siew Teong to
 Kong Thai
 Sawmill
 1st July 1971

CHAN SIEW TEONG 4, LIM MAH CHYE ROAD, PENANG, MALAYSIA. TEL: 62106

1st July 1971.

Messrs. Kong Thai Sawmill (Miri) Sdn. Bhd.,
 13 Inland Road,
 Sibu,
 Sarawak,
 Malaysia.

Dear Sirs,

Re: Yacht "Berjaya Malaysia"

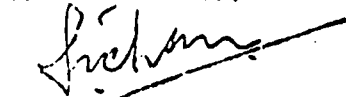
I wish to refer to the various verbal discussions held over the last two years with your chairman, Dato Ling Hong Siew, on the subject of converting the yacht, "Berjaya Malaysia", into a floating Casino in Penang - a prospective project after due investigations.

I shall be much obliged if your company could give this matter a very serious consideration in order to see that this project will soon be materialized. Therefore, I hope to receive your firm decision as to the detailed terms and conditions, such as the price and full particulars of the yacht, with and without conversion, and any other terms which your company may think fit.

I hope that in the near future while your chairman, Dato Ling Hong Siew, is visiting Penang, an appointment may be arranged for a further discussion on the above subject matter. If all goes well, a syndicate will be formed for this project.

Looking forward to hear from you at your earliest convenience.

Yours faithfully,



(Chan Siew Teong)

This is the exhibit marked "R21" referred to in the Affidavit of Ling Beng Siew dated 14th March 1972.



CST/yc

Exhibits

List of details of donations

EXHIBIT "R23" TO AFFIDAVIT
OF LING BENG SIEW DATED 14-3-72

P = 100% correct

Exhibits

R23
to Affidavit of
Ling Beng Siew
dated 14th
March 1972

ACCOUNT NO. List of details of donations

DONATION

30	Donation to ...	05/11	200	-	✓
"	" " " " " "	05/12	300	-	
"	" " " " " "	05/152	50	-	
"	" " " " " "	05/21	100	-	
33	" " " " " "	05/22	70	-	
21	" " " " " "	/			
	School	05/12	1,000	-	
"	Donation to ...	05/23	12	-	
10	" " " " " "	05/19	100	-	
"	" " " " " "	05/20	50	-	
27	" " " " " "	05/24	1,500	-	
"	" " " " " "	"	30,000	-	*
33	" " " " " "	05/25	2,000	-	
8	" " " " " "	05/25	30	-	
28	" " " " " "	05/12	300	-	
"	" " " " " "	"	500	-	
16	" " " " " "	05/154	50	-	
"	" " " " " "	05/19	100	-	
23	" " " " " "	05/30	500	-	
9	" " " " " "	05/158	70	-	
19	" " " " " "	/			
	Club	05/26	10	-	
27	" " " " " "	"	10	-	
"	" " " " " "	05/12	200	-	
5	" " " " " "	05/14	1,520	-	
"	" " " " " "	05/20	100	-	
26	" " " " " "	05/16	200	-	
15	" " " " " "	05/21	20	-	
2	" " " " " "	05/12	500	-	
"	" " " " " "	05/15	300	-	
"	" " " " " "	"	2,000	-	
			41,772	-	
			41,772	-	

This is the exhibit marked "R23" referred to in the Affidavit of Ling Beng Siew sworn on the 14th day of March 1972 Before me

(Signature)

EXHIBIT "R.23" TO AFFIDAVIT OF LING BENG SIEW DATED 14-3-72.

R23 to Affidavit of Ling Beng Siew dated 14th March 1972

SHEET NO.

DONATION

List of details of donations (continued)

1	"	Donation to ...	05/72	200	-	
2	"	" " " " " " " "	06/72	500	-	
3	"	" " " " " " " "	"	376	-	
4	"	" " " " " " " "	01/74	42,545	-	
5	"	" " " " " " " "	05/70	50	-	
6	"	" " " " " " " "	"	1,000	-	
7	"	" " " " " " " "	"	10	-	
8	"	" " " " " " " "	05/70	50	-	
9	"	" " " " " " " "	05/70	20	-	
10	"	" " " " " " " "	05/70	600	-	
11	"	" " " " " " " "	11/70	500	-	
12	"	" " " " " " " "	"	500	-	
13	"	" " " " " " " "	12/70	30	-	
14	"	" " " " " " " "	12/70	6	-	
15	"	" " " " " " " "	12/70	1,576	-	
16	"	" " " " " " " "	02/72	10	-	
17	"	" " " " " " " "	02/70	1,200	-	9
18	"	" " " " " " " "	02/70	1,000	-	
19	"	" " " " " " " "	02/72	318	-	
20	"	" " " " " " " "	02/70	500	-	
21	"	" " " " " " " "	02/72	200	-	
22	"	" " " " " " " "	10/70	300	-	
23	"	" " " " " " " "	"	100	-	
24	"	" " " " " " " "	10/70	200	-	
25	"	" " " " " " " "	10/70	200	-	
26	"	" " " " " " " "	"	1,000	-	
27	"	" " " " " " " "	01/70	1,000	-	
28	"	" " " " " " " "	01/70	100	-	
29	"	" " " " " " " "	01/70	100	-	
				53,637	-	
				11,617	-	

Exhibits

Exhibits

R23
to Affidavit of
Ling Beng Siew dated 14th
March 1972

EXHIBIT "R.23" TO AFFIDAVIT
OF LING BENG SIEW DATED 14-3-72

ACCOUNT NO. 23/12

DONATION

List of details of
donations
(continued)

So Seow Hin S.S.A.	1	1953	20,000	-	P
" " " Sunq Nany Road. Com.		68/128	75,500	-	
" " " Sunq Nany Road. Com.		68/128	200	-	
" " " Sunq Nany Road. Com.		68/128	20	-	
" " " Sunq Nany Road. Com.		68/128	250	-	
" " " Sunq Nany Road. Com.		68/128	100	-	
" " " Sunq Nany Road. Com.		68/128	400	-	
" " " Sunq Nany Road. Com.		68/128	5,000	-	
" " " Sunq Nany Road. Com.		68/128	5	-	
" " " Sunq Nany Road. Com.		68/128	30,000	-	
" " " Sunq Nany Road. Com.		68/128	35	-	
" " " Sunq Nany Road. Com.		68/128	70	-	
" " " Sunq Nany Road. Com.		68/128	100	-	
" " " Sunq Nany Road. Com.		68/128	1,000	-	
" " " Sunq Nany Road. Com.		68/128		-	
" " " Sunq Nany Road. Com.		68/128	300	-	
" " " Sunq Nany Road. Com.		68/128	200	-	
" " " Sunq Nany Road. Com.		68/128	700	-	
" " " Sunq Nany Road. Com.		68/128	100	-	
" " " Sunq Nany Road. Com.		68/128	200	-	
" " " Sunq Nany Road. Com.		68/128	3,000	-	
" " " Sunq Nany Road. Com.		68/128	200	-	
" " " Sunq Nany Road. Com.		68/128	100	-	
" " " Sunq Nany Road. Com.		68/128		-	
" " " Sunq Nany Road. Com.		68/128	285	-	
" " " Sunq Nany Road. Com.		68/128	300	-	
" " " Sunq Nany Road. Com.		68/128		-	
" " " Sunq Nany Road. Com.		68/128	100	-	
" " " Sunq Nany Road. Com.		68/128	100	-	
" " " Sunq Nany Road. Com.		68/128	100	-	
" " " Sunq Nany Road. Com.		68/128		-	
" " " Sunq Nany Road. Com.		68/128	16,015	-	
" " " Sunq Nany Road. Com.		68/128	16,015	-	

Exhibits

Exhibits

R23
to Affidavit of
Ling Beng Siew
dated 14th
March 1972

83/c

EXHIBIT "R.23" TO AFFIDAVIT
OF LING BENG SIEW DATED 14-3-72

SHEET NO.

DONATION

List of details
of donations
(continued)

2	Donation to Saku Road Prisma Co	05/180	5,000	-
	" " " Binalang Malaysia Celebrations	"	352.00	
3	" " " S. C. D.	05/182	5,000	-
5	" " " Malaysia Day Celebrations	02/112	100	-
9	" " " Bukit Beruntung Club	05/181	200	-
13	" " " P. L. D. Services (P. M. S. A.)	05/183	100	-
9	" " " Golf Club	05/181	225	-
26	" " " Malaysia Bazaar (Klang) Sales	-		
27	" " " P. M. S. A.	05/182	975	-
	" " " S. C. D.	"	10,000	-
	" " " P. M. S. A. Bumiputera - Selangor	-		
	ASSN	05/182	100	-
30	" " " Kuala Lumpur Golf Committee	05/181	550	-
			138,614.50	

Exhibits

Agreement between Kong Thai Sawmill and Harun Ariffin
1st March 1969

EXHIBIT "R.24" TO AFFIDAVIT
OF LING BENG SIEW DATED 14-3-72

AGREEMENT

This Agreement is made on the 1st day of March 1969 between Kong Thai Sawmill (Miri) Sdn. Bhd. of 13, Island Road, Sibú (hereinafter called the Company) of the one part and Incho Harun Ariffin of Kuching (hereinafter called the Debtor) of the other part.

WHEREAS:-

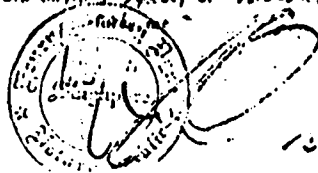
- I. The Kong Thai Sawmill (Miri) Sdn. Bhd. is a private Company registered in Sarawak and having its Head Office at No. 13, Island Road, Sibú.
- II. Enche Harun Ariffin is now residing in Kuching Sarawak and is holding a Malaysian Identity Card No. **05050!**

Now it is hereby agreed as follows:-

- 1. The Company has agreed to advance **RM10,000.00** (Malaysian Dollars ten thousand only) to the said Incho Harun Ariffin.
- 2. The Company has agreed that the loan granted to the debtor shall be repaid eighteen months after the date of signing the agreement and by instalments at RM400.00 per month.
- 3. The Debtor agrees to settle the loan in the manner stated in Clause 2.
- 4. The Debtor also agrees to pay interest on the said loan bearing interest at the rate of 6% per annum.

AS WITNESS WHEREOF the signatures of the parties hereto on the day and year first above written.

The Common Seal of the above-named Kong Thai Sawmill (Miri) Sdn. Bhd. was by the authority of a resolution of the Board of Directors thereof heronto affixed in the presence of



.....
Director
.....
Secretary

SIGNED by the said Incho Harun Ariffin in the presence of:-

Exhibits

R24
to Affidavit of
Ling Beng Siew
dated 14th
March 1972

Agreement
between Kong
Thai Sawmill
and Harun
Ariffin
1st March 1969

ExhibitsKong Thai Sawmill profits and dividend from 1965 to 1971 and Investments on Stocks & SharesExhibits

R26
to Affidavit of
Ling Beng Siew
dated 14th
March 1972

EXHIBIT "R.26" TO AFFIDAVIT
OF LING BENG SIEW DATED 14-3-72

Kong Thai Saw-
mill profits and
dividend from
1965 to 1971 and
Investments on
Stocks & Shares

Kong Thai profits and dividends from
(1965 to 1971)

Year	Profit Before Tax	Date	Dividend		
			Gross	Net	Total
1965	(139,943)				
1966	566,219	2.2.67	\$16.67	\$10.00	136,000
1967	3,508,865	27.12.67	\$82.50	\$49.50	673,200
1968	9,299,901	14.2.69	\$82.50	\$49.50	673,200
1969	7,745,303	9.3.70	\$50.00	\$30.00	408,000
1970	3,781,015	16.2.71	\$50.00	\$30.00	408,000

- I.B. (1) Steep Registry Increase in 1971.
(2) BAO Timber market price in 1971 for varanti species

This is the exhibit marked R26,
referred to in the Affidavit of
Ling Beng Siew
affirmed/sworn on the 14th day of March 1972



ExhibitsEXHIBIT "R.26" TO AFFIDAVIT
OF LING BENG SIEW DATED 14-3-72KONG THAI SAWMILL (MIRI) SDN. BHD.Investment on Stock & Shares

Sabah Agency Sdn. Bhd.
Tawau, Sabah.
3,045 shares of \$100 each \$304,500.00
Certificate No. 8, 10.

Kong Thai Lumber Sdn. Bhd.
Tawau, Sabah.
4,134 shares of \$100 each 413,400.00
Certificate No. 5, 6.

Malaysia Air Charter Co. Sdn. Bhd.
19,500 shares of \$10.00 5,000.00
Transfer fee & Stamp duty 100.50 195,400.50
Certificate No. MAC23

Gold Hill Lumber Sdn. Bhd.
500 shares of \$100 each 50,000.00
Certificate No. 1, 2, & 5.

P. T. Kalimantan Sari, Pontianak
336 shares of U.S. \$1,000.00 each 1,014,222.22
Certificate No. B.2.

Hock Inn Bank Bhd.
40,000 shares of \$1.00 each - 32,000.00
Premium 18,665.75
Transfer Fee 273.85 50,939.60
Certificate No. 57.

Malaysia Timber Co. Ltd.
HongKong
1,500 shares of H.K. \$10.00 each 7,584.33
Certificate No. 14.

Kong Thai Finance Corporation Bhd.
763,734 shares of \$1.00 each 763,734.00
Certificate No. HT0054

✓ The Malaysia Daily News Sdn. Bhd.
1,400 shares of \$100 each 140,000.00
Certificate No. 11.

Singapore Moulding (Pte.) Ltd. S'Pore
500,000 shares of \$1.00 each 500,000.00
Certificate No. 10.:

Total: \$3,439,780.70

Exhibits

R26

to Affidavit of
Ling Beng Siew
dated 14th
March 1972

Kong Thai Saw-
mill profits and
dividend from
1965 to 1971 and
Investments on
Stocks & Shares
(continued)

ExhibitsMinutes of Committee Meeting

EXHIBIT "SNAPM" TO AFFIDAVIT OF
STEPHEN KALONG NINGKAN DATED 16-4-72

ExhibitsSNAPM

to Affidavit of
Stephen Kalong
Ningkan dated
16th April 1972

Minutes of
Committee
Meeting

certified true copy of
the original
minutes SNAPM: April 1972

Extract of Minutes of Meeting held
at Ag. Financial Office of SNAP
Office on April 13th. (Morning)
at 10.30 Am.

Present

Dato Stephen Kalong Ningkan
(Chairman)

Mr. Michael Bong
(Ag. Financial Officer)

Joseph M. Samuel
(Ag. Executive Secretary)

- In view of the implicating news contained in the press report on April 13th (yesterday) regarding the current case of Kong Thai Sawmill at Sibu High Court, Dato Ningkan, as Chairman of Party, was very worried. The most of Party leaders are away from Kuching. Dato consulted Excc. Secretary

Exhibits

EXHIBIT "SNAPM" TO AFFIDAVIT OF
STEPHEN KALONG NINGKAN DATED 16-4-72

ExhibitsSNAPM

to Affidavit of
Stephen Kalong
Ningkan dated
16th April 1972

Minutes of
Committee
Meeting
(continued)

to have meeting with Ag. Financial
Officer, Mr. Michael Bong.

Purpose — to check whether
it is true that SNAP had
received \$145,000 as alleged
in yesterday's paper from
Kong Thai Sawmill via Dat
Ling Bong Sien.

Check was made in Party's
account Book for the period
1969. Nothing was found and
no knowledge of the receipt
of the sum as alleged to
have been from SNAP, in
form different donations in
April & May, 1969.

It was decided to make
a public statement — to the
effect that the Party had
not received the \$145,000 as
alleged. A draft statement
was made and to be
referred to Publicity Officer,

P.W.

Exhibits

EXHIBIT "SNAPM" TO AFFIDAVIT OF
STEPHEN KALONG NINGKAN DATED 16-4-72

Exhibits

SNAPM

to Affidavit of
Stephen Kalong
Ningkan dated
16th April 1972

Minutes of
Committee
Meeting
(continued)

*the Honorable Mr Nelson L. Kuder
prior to release.*

J. H. Kingham

*(Date Stephen Kalong Ningkan)
Chairman, SNAPM.*

Exhibits

Statement of Receipts and payments of Sarawak Chinese Association from 1st January 1968 to 31st December 1968

Exhibits

LSH1A to Affidavit of Lee Swee Hock dated 16th June 1972

EXHIBIT "LSH.1A" TO AFFIDAVIT OF LEE SWEE HOCK DATED 16-6-72

Statement of Receipts and payments of Sarawak Chinese Association from 1st January 1968 to 31st December 1968

LSH 1A



SARAWAK CHINESE ASSOCIATION
Statement of Receipts and payments
(from 1st January 1968 to 31st December, 1968)

Receipts

Balance at beginning of year (1st Jan., 1968)

Cash in Hock Hua Bank\$4722.85

Cash in hands of Treasurer 100.00

Monthly contribution from members 6150.00

Special donation from members 1600.00

Payments

Salaries & Allowance\$4690.00

Printing & stationery 273.84

Newspaper 522.40

Transport 425.00

Postage & Telegram 508.65

Entertainment 63.95

Map for elections 300.00

Commission for outstanding cheques 7.44

Miscellaneous 414.70

Balance at the end of year

31st December, 1969

Cash in Hock Hua Bank 5270.37

Cash in hands of Treasurer 100.00

TOTAL\$12,572.85

TOTAL\$12,572.85

Signatures:

MR. CHEN KO MING
(Secretary-General).



MR. LEE SWEE HOCK
(Hon. Treasurer).

Secretary of Societies
Sarawak

Exhibits

Exhibits

Balance Sheet of Sarawak Chinese Association as at 31st December 1968

LSH1B
to Affidavit of
Lee Swee Hock
dated 16th June
1972

Balance Sheet of
Sarawak Chinese
Association as
at 31st December
1968

EXHIBIT "LSH.1B" TO AFFIDAVIT
OF LEE SWEE HOCK DATED 16-6-67

LSH1B

SARAWAK CHINESE ASSOCIATION

Balance Sheet as at 31st December, 1968.

Liabilities

Amount of general fund

Balance at beginning of year
(1st January, 1968)\$5991.35

Less: Depreciation of

furniture for the year, 1968 77.50 \$5913.85

Add: Excess of receipts over

payments (in the year of 1968) 554.02

TOTAL \$6467.87

Assets

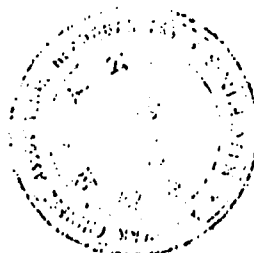
Cash - in hands of Treasurer\$ 100.00

In Hock Hua Bank 5276.87

Furniture (at beginning of the year 1968) 1168.50

Less: Depreciation for the year 1968 77.50

TOTAL \$6467.87



Signatures:

MR. CHEN KO HING
(Secretary-General)

MR. LEE SWEE HOCK
(Hon. Treasurer).

CERTIFIED TRUE COPY

[Signature]
Asst Registrar of Societies
Sarawak.

*LSH1B
Supplementary Affidavit
Date: 16/6/67*

Exhibits

Exhibits

Statement of Receipts and payments of Sarawak Chinese Association from 1st January 1969 to 31st December 1969

LSH2A to Affidavit of Lee Swee Hock dated 16th June 1972

Statement of Receipts and payments of Sarawak Chinese Association from 1st January 1969 to 31st December 1969

EXHIBIT "LSH.2A" TO AFFIDAVIT OF LEE SWEE HOCK DATED 16-6-67

LSH 2A

SARAWAK CHINESE ASSOCIATION

Statement of Receipt and Payment (from 1st January, 1969 to 31st December, 1969)

RECEIPTS

PAYMENTS

Balance at beginning of year (1st Jan. 1969)		Salary & Allowance	\$4680.00
Cash in Hock Hwa Bank	\$5276.87	Printing & Stationery	\$ 491.75
Cash in hands of Treasurer	\$ 100.00	Newspaper	\$ 617.30
Monthly contribution from members	\$3900.00	Transport	\$2009.60
Special donation from members	\$1736.00	Postage & Telegram	\$ 101.25
		Telephone	\$ 927.35
		Electoral Roll	\$ 392.20
		Employees Provident Fund	\$ 74.00
		Entertainment	\$ 5.35
		Commission for outstation cheques	\$ 8.17
		Miscellaneous	\$ 70.00
		Balance at the end of year (31st Dec. 1969):	-
		Cash in Hock Hwa Bank	\$1455.90
		Cash in hands of Treasurer	\$ 100.00

TOTAL:	\$11012.87	TOTAL:	\$11012.87
--------------	------------	--------------	------------



Signatures:
 (CHEN KO KING)
 (Secretary-General)

.....
 LEE SWEE HOCK
 (Hon. Treasurer)

[Handwritten signature]
 Secretary
 Sarawak

[Handwritten notes and signatures]
 LSH2A
 Lee Swee Hock

Exhibits

Exhibits

Balance Sheet of Sarawak Chinese Association as at 31st December 1969

LSH2B

to Affidavit of
Lee Swee Hock
dated 16th June
1972

EXHIBIT "LSH.2B" TO AFFIDAVIT
OF LEE SWEE HOCK DATED 16-6-72

Balance Sheet
of Sarawak
Chinese
Association as
at 31st December
1969



LOH

SARAWAK CHINESE ASSOCIATION

Balance Sheet as at 31st December, 1969.

<u>Assets</u>	
Cash - In hands of Treasurer	\$ 100.00
In Hock Hua Bank	\$ 1555
Furniture (at beginning of year 1969)	\$ 1091.00
Loss: Depreciation for the year of 1969	\$ 77.50
TOTAL:	\$ 2728.50

Amount of General fund	\$ 6390.37
Balance at beginning of year (1st January, 1969)	\$ 6467.87
Less: Depreciation of furniture for the year 1969	\$ 77.50
Less: Excess of payments over receipt (in the year of 1969)	\$ 720.97
TOTAL:	\$ 6089.70

[Signature]
LEE SWEE HOCK
(Hon. Treasurer)

[Handwritten notes]
1969
Substantiated for audit
Date: 16/6/72
[Signature]

[Signature]
GEE HO KING
(Secretary-General)



CERTIFIED TRUE COPY

[Signature]
Sarawak

Exhibits

Agreement between Kong Thai Sawmill and Harun Ariffin
1st March 1969

EXHIBIT "HA.1" TO AFFIDAVIT OF
DATUK HARUN BIN ARIFFIN DATED 16-11-72

AGREEMENT

Appendix B.C

Exhibits

HA1
to Affidavit of
Datuk Harun bin
Ariffin dated
16th November
1972

Agreement
between Kong
Thai Sawmill
and Harun
Ariffin
1st March 1969

At a meeting held on the 1st day of March 1969
between Kong Thai Sawmill (Miri) Sdn. Bhd. of 13, Island
Road, Sibu (hereinafter called the Company) of the one part
and Inche Harun Ariffin of Kuching (hereinafter called the
Debtor) of the other part.

WHEREAS:-


- I. The Kong Thai Sawmill (Miri) Sdn. Bhd. is a private Company registered in Sarawak and having its Head Office at No. 13, Island Road, Sibu.
- II. Inche Harun Ariffin is now residing in Kuching Sarawak and is holding a Malaysian Identity Card No. 050501

Now it is hereby agreed as follows:-

- 1. The Company has agreed to advance M\$10,000.00 (Malaysian Dollars ten thousand only) to the said Inche Harun Ariffin.
- 2. The Company has agreed that the loan granted to the Debtor shall be repaid eighteen months after the date of signing the agreement and by instalments at M\$400.00 per month.
- 3. The Debtor agrees to settle the loan in the manner stated in Clause 2.
- 4. The Debtor also agrees to pay interest on the said loan bearing interest at the rate of 6% per annum.

AS WITNESS WHEREOF the signatures of the parties hereto the day and year first above written.

The Common Seal of the above-named
Kong Thai Sawmill (Miri) Sdn. Bhd.
was by the authority of a resolution
of the Board of Directors thereof
hereunto affixed in the presence of

.....
Director

.....
Secretary

SIGNED by the said Inche Harun
Ariffin in the presence of:-

.....
"HA 1"
.....
Datuk Harun Ariffin
.....

Exhibits

Letter, Hock Thai Finance Corpn. Bhd. to Harun Ariffin with annexure
30th January 1969

Exhibits

HA 3
to Affidavit of
Datuk Harun bin
Ariffin dated
16th November
1972

EXHIBIT "HA.3" TO AFFIDAVIT OF
DATUK HARUN BIN ARIFFIN DATED 16-11-72

Hock Thai Finance Corporation Bhd.
(AN ASSOCIATE OF HOCK HUA BANK BHD.)
Hock Hua Bank Chambers
P. O. BOX 1210

1969 JANUARY
HOCK THAI FINANCE
CORPORATION BHD.
1210

Hock Thai
SEREMBAN

Datuk Harun bin Ariffin,
Federal Secretariat, Seremban,
Negeri Sembilan,
KUALA NEGERI.

Dear Sir,

In reply to your application for a personal loan of
\$10,000.00 we have to inform you that it has been approved.
We have also prepared to inform you that your application for
the personal loan of \$10,000.00 has now been approved subject
to your completion of the attached form of guarantee which
completed by an acceptable guarantor.

Yours faithfully,
FOR HOCK THAI FINANCE CORPN. BHD.

(Cheng Yew Kiew)
Manager

Enc.
CYK/RT

HA 3
Datuk Harun bin Ariffin
16th Nov 1972
[Signature]

Letter, Hock Thai
Finance Corpn.
Bhd. to Harun
Ariffin with
annexure
30th January
1969

Exhibits

Exhibits

EXHIBIT "HA. 3" TO AFFIDAVIT OF
DATUK HARUN BIN ARIFFIN DATED 16-11-72

福泰金融有限公司
HOCK THAI FINANCE CORP. A. BHD.

Appendix B.2.

HA3
to Affidavit of
Datuk Harun bin
Ariffin dated
16th November
1972

Letter, Hock Thai
Finance Corpn.
Bhd. to Harun
Ariffin with
annexure
30th January
1969
(continued)

担保人的详细情形
Particulars Of Guarantor

个人贷款
PERSONAL LOAN

姓名 (Name in full)

担保人与申请人的关系 (Relationship to Borrower)

居住地址 (Home Address)

出生日期 (Date of Birth)

最近地址 (Present Address)

职业状况 (Occupation)

身份证号码 (Identity Card No.)

如为朋友，认识多久 (If friend, how long have you known him/her?)

电话 (Telephone No.)

出生地点 (Place of Birth)

国籍 (Nationality)

电话 (Telephone)

受养人人数 (No. of Dependents)

本人是否具备担保能力，或在经济上具有能力担保其债务。
Am I personally able to assume the obligation of the loan, or do I have the financial resources to ensure that he should default in his loan agreement?

本人特此声明以上各项信息属实。
I hereby declare that the information given herein is true.

Datuk Harun bin Ariffin
Signature

担保人的签名
Signature of Guarantor

Exhibits

Letter, Harun Ariffin to Kong Thai Sawmill
1st May 1972

Exhibits

HA3A
to Affidavit of
Datuk Harun bin
Ariffin dated
16th November
1972

EXHIBIT "HA.3A" TO AFFIDAVIT OF
DATUK HARUN BIN ARIFFIN DATED 16-11-72

Appendix C

Letter, Harun
Ariffin to Kong
Thai Sawmill
1st May 1972

4, Jalan 16/2,
Petaling Jaya.

1st May, 1972.

Messrs Kong Thai Sawmill (Miri) Sdn. Bhd.,
13, Island Road,
SING.

Dear Dato',

I am to refer to the loan of
\$10,000/- which was approved to me at
6 1/2% interest, sometime in 1969, and
to enclose herewith my cheque for
\$12,925/- in final settlement thereof,
inclusive of interest. Please advise
me of any errors or omission.

2. May I take this opportunity to
thank you for your services, and wish
you the best of health.

Yours sincerely,

*Bank Baniipula
Cheque K. 654656*

d.
(Dato' Harun bin Ariffin)

HA 3A

*Dato' Harun bin Ariffin
16th Nov 1972*

[Signature]

Exhibits

Letter, Harun Ariffin to Kong Thai Sawmill
15th May 1972

Exhibits

HA4
to Affidavit of
Datuk Harun
bin Ariffin dated
16th November
1972

~~KITX SIX SIX~~

EXHIBIT "HA.4" TO AFFIDAVIT OF
DATUK HARUN BIN ARIFFIN DATED 16-11-72

Letter, Harun
Ariffin to Kong
Thai Sawmill
15th May 1972

no. 4 Jalan 16/2
Petaling Jaya.

15.5.72

Company, Kong Thai Sawmill (Miri) Sdn. Bhd.,
13 Island Road,
Sing.

Dear Dato,

I am to acknowledge receipt of your
statement of accounts. It is noted that two
loans were supposed to have been made to me,
and that payments were also made by me.

As I am not aware of the second loan
of 3,300/- and the payments which have been deb
ited to my account, I shall be much obliged
for some clarification.

Hoping to hear from you soon.

Yours sincerely,

Dato Harun bin Ariffin.

Exhibits

Statement of Account of Kong Thai
30th April 1972

~~Kong Thai~~

EXHIBIT "HA.6" TO AFFIDAVIT OF
DATUK HARUN BIN ARIFFIN DATED 16-11-72

公泰火鋸(美里)有限公司
Kong Thai Sawmill (Miri) Sdn. Bhd.
NO. 13, ISLAND STREET,
SIBU.

來往對賬單
STATEMENT OF ACCOUNT

Exhibits

HA6
to Affidavit of
Datuk Harun bin
Ariffin dated
16th November
1972

Statement of
Account of
Kong Thai
30th April 1972

Messrs / Mr. Inche Harun Bin Ariffin.		買號 先生	台 登	日期 Date	30-4-72-19	
Date	PARTICULARS	借方 DEBIT	貸方 CREDIT	存欠 Dr/Cr	結 Balance	
03-03-1969	To Cheque	10,000.00				
07-10-1969	" "	3,000.00				
28-08-1971	By Cash		500.00			
27-09-1971	" "		00.00			
26-09-1971	" "		500.00			
30-09-1971	To D/N 250/70/71	2,526.66				
30-10-1971	By Cash		500.00			
29-11-1971	" "		500.00			
29-12-1971	" "		500.00			
30-01-1972	" "		500.00			
28-02-1972	" "		500.00			
29-03-1972	" "		500.00			
27-04-1972	" "		500.00			
28-04-1972	To D/N 108/71/72	654.76				
		<u>16,181.42</u>	<u>5,000.00</u>	Dr.	11,181.42	

DOLLARS ELEVEN THOUSAND ONE HUNDRED AND EIGHTY ONE AND CENTS
FORTY TWO ONLY.

Dollars
是月結實際來外共

茲將 月份來往賬單開列于下請查核如有不科祈即示知為荷
(Please sign and return this confirmation letter at your earliest convenience)

公泰火鋸(美里)有限公司台登:鹿下

月份結在來賬

正來往賬單經已核對無誤

此啟

HA.6
Datuk Harun bin Ariffin

Exhibits

Letter, Kong Thai Sawmill to Harun Ariffin
18th May 1972

Exhibits

HA 7
to Affidavit of
Datuk Harun bin
Ariffin dated
20th November
1972

EXHIBIT "HA.7" TO SUPPLEMENTARY
AFFIDAVIT OF DATUK HARUN ARIFFIN DATED 20-11-72

Letter, Kong
Thai Sawmill to
Harun Ariffin
18th May 1972

HEAD OFFICE
NO. 19 ISLAND ROAD,
SIBU, SARAWAK.
Tel. No. 2022
Cable Add. "SARAWAK"

Kong Thai Sawmill (Mtd) Sdn. Bhd.
19. ISLAND ROAD, SIBU.
SARAWAK

HEAD OFFICE
NO. 19 ISLAND ROAD,
SIBU, SARAWAK.
Tel. No. 2022
Cable Add. "SARAWAK"

Your Ref: _____
Our Ref: _____

18th May, 1972.

Dato Harun bin Ariffin,
No. 4, Jalan 16/2,
Petaling Jaya,
KUALA LUMPUR.

Dear Dato,


We refer to your letter of 15th May addressed to our director, Dato Ling Beng Siong concerning the loan of \$3,000/- made to you by this Company.

According to our records, the payment was received by Dato Ling Beng Siong on 7th October, 1969 on your behalf. On 10th October, 1969, the money was passed on to you with your acknowledgement.

We enclose herewith, for your information and reference, photostat copies of our payment voucher together with your written acknowledgement of the receipt of \$3,000/- from our Company.

We trust you find our records in order, but if you have any doubts, please do not hesitate to let us know.

Yours faithfully,

(Signature)


HA 7
Encl: *(Handwritten)*
20/11/72

Exhibits

Voucher of Kong Thai Sawmill
7th October 1969

Exhibits

HA8
to Affidavit of
Datuk Harun bin
Ariffin dated
20th November
1972

EXHIBIT "HA.8" TO SUPPLEMENTARY
AFFIDAVIT OF DATUK HARUN ARIFFIN DATED 20-11-72

Voucher of Kong
Thai Sawmill
7th October
1969

VOUCHER

Kong Thai Sawmill (Miri) Sd... Bhd.

HA8

Contra 01/17

Account

Pay to Harun bin Ariffin

091

Date 7 OCT 1969

PARTICULARS

\$ cts

Received



Dollars Three thousand only

Total

3000

Approved by

Signature of Recipient

673.

Exhibits

Letter, Kong Thai Sawmill to Harun Ariffin
12th May 1972

Exhibits

HA9
to Affidavit of
Datuk Harun bin
Ariffin dated
20th November
1972

EXHIBIT "HA.9" TO SUPPLEMENTARY
AFFIDAVIT OF DATUK HARUN ARIFFIN DATED 20-11-72

Appendix "H"

Letter, Kong
Thai Sawmill to
Harun Ariffin
12th May 1972

MINI OFFICE
3106, MERBAU ROAD,
P. O. BOX 301
MIRI, SARAWAK.
Telephone: No. 3356
Cable Add. "KONGTHAI"

Kong Thai Sawmill (Miri) Sdn. Bhd.
13. ISLAND ROAD, SIBU.
SARAWAK

HEAD OFFICE
13, ISLAND ROAD,
P. O. BOX 207
SIBU, SARAWAK.
Tel. No. 2022
Cable Add. "KONGTHAI"

REGISTERED AIR-MAIL

Your Ref: _____

Our Ref: _____

12th May, 1972.

Dato Harun Bin Ariffin,
4, Jalan 16/2,
Petaling Jaya,
KUALA LUMPUR

Dear Dato,

HA9
21/72

This is to acknowledge receipt of your cheque
for \$12,925.00 in payment of your account with us. Our
Official receipt No. 1068 is attached herewith.

On checking your account, we found that the
amount due from you is \$11,181.42, details of which are
shown in our statement forwarded to you recently. We now
enclose herewith our cheque for \$1,743.58, being refund of
over-payment.

Yours faithfully,

Encl:
Bangkok Bank's cheque No. J 90523

Exhibits

Receipt of Kong Thai Sawmill for \$12,925
11th May 1972

Exhibits

HA10
to Affidavit of
Datuk Harun bin
Ariffin dated
20th November
1972

EXHIBIT "HA.10" TO SUPPLEMENTARY
AFFIDAVIT OF DATUK HARUN ARIFFIN DATED 20-11-72

Receipt of Kong
Thai Sawmill
for \$12,925
11th May 1972

KONG THAI SAWMILL (M) SDN. BHD. No 1068 ✓

12, ISLAND ROAD,
SIBU, SARAWAK.
P. O. BOX 297, TEL: 8625

11/5/72 Date 11th May 72

Received from DATUK HARUN bin ARIFFIN

the sum of Dollars Twelve thousand nine hundred
and twenty five only
in payment of etc

\$12,925/-

Chun Sing Leng

Cash / Cheque
Bank Borneo K 659656

Exhibits

Cheque for \$1,743.58 drawn on Kong Thai Sawmill
12th May 1972

Exhibits

HA11
to Affidavit of
Datuk Harun bin
Ariffin dated
20th November
1972

EXHIBIT "HA.11" TO SUPPLEMENTARY
AFFIDAVIT OF DATUK HARUN ARIFFIN DATED 20-11-72

Cheque for
\$1,743.58 drawn
on Kong Thai
Sawmill
12th May 1972

05-30-01

12 MAY 1972 19

CHEQUE NO. J 90523

ACCOUNT NO.
3055

BANGKOK BANK LIMITED
(INCORPORATED IN THAILAND)
SHANGHAI ROAD AND SOLO ROAD
KUALA LUMPUR



ATAU PEMANGGUK
K. T. A.
OR BEARER



BAYAR
PAY
RINGGIT
DOLLARS

Harun Bin Ariffin

BAYAR
PAY
RINGGIT
DOLLARS

*One thousand seven hundred
forty three and cents fifty eight only.*

\$1,743 ⁵⁸/₁₀₀

KONG THAI SAWMILL (MIRI) SDN. BHD. KONG THAI SAWMILL (MIRI) SDN. BHD.

[Signature]
Director

Director

Exhibits

Credit Slip of the Hongkong & Shanghai Banking Corpn. Kuching
5th March 1969

Exhibits

HA12
 to Affidavit of
 Datuk Harun bin
 Ariffin dated
 20th November
 1972

EXHIBIT "HA.12" TO SUPPLEMENTARY
 AFFIDAVIT OF DATUK HARUN ARIFFIN DATED 20-11-72

Credit Slip of
 the Hongkong &
 Shanghai Banking
 Corpn. Kuching
 5th March 1969

Above is a Bank Copy

B.L.V

The amount in machine figures
 is the sum credited to your
 account.

Machine Print

Date MAR -5-69 No. 1 1530 ***9,987.20

THE HONGKONG AND SHANGHAI BANKING CORPORATION
 ROCK ROAD, KUCHING.

Received for the credit of:

Harun Bin Ariffin

Drawn on	Details	Comm.	
<i>Sibu</i>	<i>HH Bank No. KT 000353</i>		<i>10 000</i>
	<i>less Com @ 1/2%</i>	<i>#12.50</i>	
	<i>Postage</i>	<i>- .30</i>	
		<i>#12.80</i>	
		<i>=</i>	
		Total \$	<i>10 000 =</i>
		Net Total \$	<i>9 987.20</i>



SCALE 1:50,000

EXHIBIT "LET 1" TO AFFIDAVIT OF
LAU BUONG TUNG DATED 23-11-72

1368
23 NOV 1972

LEGEND

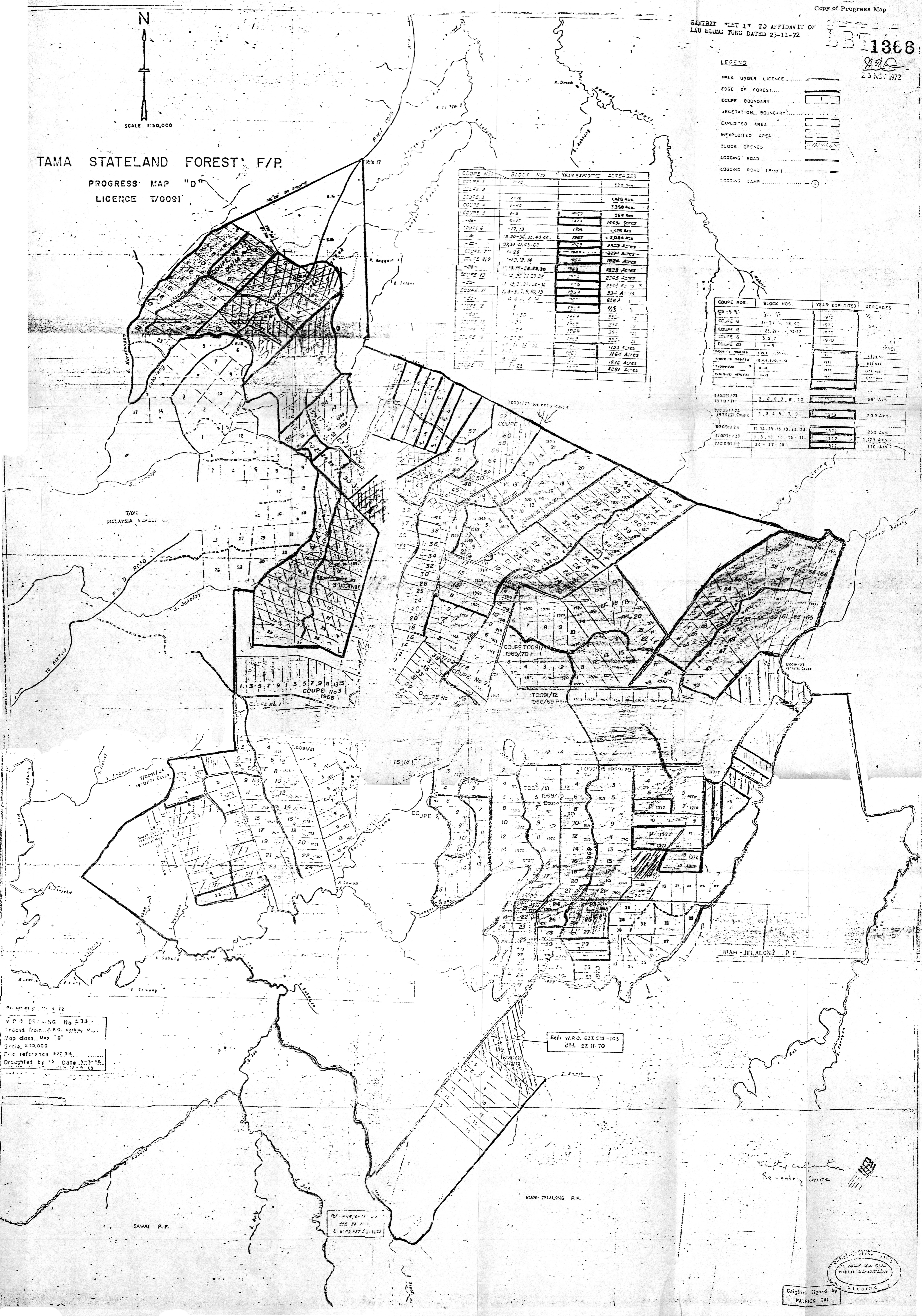
- AREA UNDER LICENCE
- EDGE OF FOREST
- COUPE BOUNDARY
- VEGETATION BOUNDARY
- EXPLOITED AREA
- UNEXPLOITED AREA
- BLOCK OPENED
- LOGGING ROAD
- LOGGING ROAD (Prop)
- LOGGING DAM

TAMA STATELAND FOREST F/P

PROGRESS MAP "D"
LICENCE T/0091

COUPE NOS.	BLOCK NOS.	YEAR EXPLOITED	ACRES
COUPE 1	1-10	1967	1,428 Acres
COUPE 2	11-20	1967	1,428 Acres
COUPE 3	21-30	1967	1,428 Acres
COUPE 4	31-40	1967	1,428 Acres
COUPE 5	41-50	1967	1,428 Acres
COUPE 6	51-60	1967	1,428 Acres
COUPE 7	61-70	1967	1,428 Acres
COUPE 8	71-80	1967	1,428 Acres
COUPE 9	81-90	1967	1,428 Acres
COUPE 10	91-100	1967	1,428 Acres
COUPE 11	101-110	1967	1,428 Acres
COUPE 12	111-120	1967	1,428 Acres
COUPE 13	121-130	1967	1,428 Acres
COUPE 14	131-140	1967	1,428 Acres
COUPE 15	141-150	1967	1,428 Acres
COUPE 16	151-160	1967	1,428 Acres
COUPE 17	161-170	1967	1,428 Acres
COUPE 18	171-180	1967	1,428 Acres
COUPE 19	181-190	1967	1,428 Acres
COUPE 20	191-200	1967	1,428 Acres
COUPE 21	201-210	1967	1,428 Acres
COUPE 22	211-220	1967	1,428 Acres
COUPE 23	221-230	1967	1,428 Acres
COUPE 24	231-240	1967	1,428 Acres
COUPE 25	241-250	1967	1,428 Acres
COUPE 26	251-260	1967	1,428 Acres
COUPE 27	261-270	1967	1,428 Acres
COUPE 28	271-280	1967	1,428 Acres
COUPE 29	281-290	1967	1,428 Acres
COUPE 30	291-300	1967	1,428 Acres
COUPE 31	301-310	1967	1,428 Acres
COUPE 32	311-320	1967	1,428 Acres
COUPE 33	321-330	1967	1,428 Acres
COUPE 34	331-340	1967	1,428 Acres
COUPE 35	341-350	1967	1,428 Acres
COUPE 36	351-360	1967	1,428 Acres
COUPE 37	361-370	1967	1,428 Acres
COUPE 38	371-380	1967	1,428 Acres
COUPE 39	381-390	1967	1,428 Acres
COUPE 40	391-400	1967	1,428 Acres
COUPE 41	401-410	1967	1,428 Acres
COUPE 42	411-420	1967	1,428 Acres
COUPE 43	421-430	1967	1,428 Acres
COUPE 44	431-440	1967	1,428 Acres
COUPE 45	441-450	1967	1,428 Acres
COUPE 46	451-460	1967	1,428 Acres
COUPE 47	461-470	1967	1,428 Acres
COUPE 48	471-480	1967	1,428 Acres
COUPE 49	481-490	1967	1,428 Acres
COUPE 50	491-500	1967	1,428 Acres
COUPE 51	501-510	1967	1,428 Acres
COUPE 52	511-520	1967	1,428 Acres
COUPE 53	521-530	1967	1,428 Acres
COUPE 54	531-540	1967	1,428 Acres
COUPE 55	541-550	1967	1,428 Acres
COUPE 56	551-560	1967	1,428 Acres
COUPE 57	561-570	1967	1,428 Acres
COUPE 58	571-580	1967	1,428 Acres
COUPE 59	581-590	1967	1,428 Acres
COUPE 60	591-600	1967	1,428 Acres
COUPE 61	601-610	1967	1,428 Acres
COUPE 62	611-620	1967	1,428 Acres
COUPE 63	621-630	1967	1,428 Acres
COUPE 64	631-640	1967	1,428 Acres
COUPE 65	641-650	1967	1,428 Acres
COUPE 66	651-660	1967	1,428 Acres
COUPE 67	661-670	1967	1,428 Acres
COUPE 68	671-680	1967	1,428 Acres
COUPE 69	681-690	1967	1,428 Acres
COUPE 70	691-700	1967	1,428 Acres
COUPE 71	701-710	1967	1,428 Acres
COUPE 72	711-720	1967	1,428 Acres
COUPE 73	721-730	1967	1,428 Acres
COUPE 74	731-740	1967	1,428 Acres
COUPE 75	741-750	1967	1,428 Acres
COUPE 76	751-760	1967	1,428 Acres
COUPE 77	761-770	1967	1,428 Acres
COUPE 78	771-780	1967	1,428 Acres
COUPE 79	781-790	1967	1,428 Acres
COUPE 80	791-800	1967	1,428 Acres
COUPE 81	801-810	1967	1,428 Acres
COUPE 82	811-820	1967	1,428 Acres
COUPE 83	821-830	1967	1,428 Acres
COUPE 84	831-840	1967	1,428 Acres
COUPE 85	841-850	1967	1,428 Acres
COUPE 86	851-860	1967	1,428 Acres
COUPE 87	861-870	1967	1,428 Acres
COUPE 88	871-880	1967	1,428 Acres
COUPE 89	881-890	1967	1,428 Acres
COUPE 90	891-900	1967	1,428 Acres
COUPE 91	901-910	1967	1,428 Acres
COUPE 92	911-920	1967	1,428 Acres
COUPE 93	921-930	1967	1,428 Acres
COUPE 94	931-940	1967	1,428 Acres
COUPE 95	941-950	1967	1,428 Acres
COUPE 96	951-960	1967	1,428 Acres
COUPE 97	961-970	1967	1,428 Acres
COUPE 98	971-980	1967	1,428 Acres
COUPE 99	981-990	1967	1,428 Acres
COUPE 100	991-1000	1967	1,428 Acres

COUPE NOS.	BLOCK NOS.	YEAR EXPLOITED	ACRES
COUPE 1	1-10	1967	1,428 Acres
COUPE 2	11-20	1967	1,428 Acres
COUPE 3	21-30	1967	1,428 Acres
COUPE 4	31-40	1967	1,428 Acres
COUPE 5	41-50	1967	1,428 Acres
COUPE 6	51-60	1967	1,428 Acres
COUPE 7	61-70	1967	1,428 Acres
COUPE 8	71-80	1967	1,428 Acres
COUPE 9	81-90	1967	1,428 Acres
COUPE 10	91-100	1967	1,428 Acres
COUPE 11	101-110	1967	1,428 Acres
COUPE 12	111-120	1967	1,428 Acres
COUPE 13	121-130	1967	1,428 Acres
COUPE 14	131-140	1967	1,428 Acres
COUPE 15	141-150	1967	1,428 Acres
COUPE 16	151-160	1967	1,428 Acres
COUPE 17	161-170	1967	1,428 Acres
COUPE 18	171-180	1967	1,428 Acres
COUPE 19	181-190	1967	1,428 Acres
COUPE 20	191-200	1967	1,428 Acres
COUPE 21	201-210	1967	1,428 Acres
COUPE 22	211-220	1967	1,428 Acres
COUPE 23	221-230	1967	1,428 Acres
COUPE 24	231-240	1967	1,428 Acres
COUPE 25	241-250	1967	1,428 Acres
COUPE 26	251-260	1967	1,428 Acres
COUPE 27	261-270	1967	1,428 Acres
COUPE 28	271-280	1967	1,428 Acres
COUPE 29	281-290	1967	1,428 Acres
COUPE 30	291-300	1967	1,428 Acres
COUPE 31	301-310	1967	1,428 Acres
COUPE 32	311-320	1967	1,428 Acres
COUPE 33	321-330	1967	1,428 Acres
COUPE 34	331-340	1967	1,428 Acres
COUPE 35	341-350	1967	1,428 Acres
COUPE 36	351-360	1967	1,428 Acres
COUPE 37	361-370	1967	1,428 Acres
COUPE 38	371-380	1967	1,428 Acres
COUPE 39	381-390	1967	1,428 Acres
COUPE 40	391-400	1967	1,428 Acres
COUPE 41	401-410	1967	1,428 Acres
COUPE 42	411-420	1967	1,428 Acres
COUPE 43	421-430	1967	1,428 Acres
COUPE 44	431-440	1967	1,428 Acres
COUPE 45	441-450	1967	1,428 Acres
COUPE 46	451-460	1967	1,428 Acres
COUPE 47	461-470	1967	1,428 Acres
COUPE 48	471-480	1967	1,428 Acres
COUPE 49	481-490	1967	1,428 Acres
COUPE 50	491-500	1967	1,428 Acres
COUPE 51	501-510	1967	1,428 Acres
COUPE 52	511-520	1967	1,428 Acres
COUPE 53	521-530	1967	1,428 Acres
COUPE 54	531-540	1967	1,428 Acres
COUPE 55	541-550	1967	1,428 Acres
COUPE 56	551-560	1967	1,428 Acres
COUPE 57	561-570	1967	1,428 Acres
COUPE 58	571-580	1967	1,428 Acres
COUPE 59	581-590	1967	1,428 Acres
COUPE 60	591-600	1967	1,428 Acres
COUPE 61	601-610	1967	1,428 Acres
COUPE 62	611-620	1967	1,428 Acres
COUPE 63	621-630	1967	1,428 Acres
COUPE 64	631-640	1967	1,428 Acres
COUPE 65	641-650	1967	1,428 Acres
COUPE 66	651-660	1967	1,428 Acres
COUPE 67	661-670	1967	1,428 Acres
COUPE 68	671-680	1967	1,428 Acres
COUPE 69	681-690	1967	1,428 Acres
COUPE 70	691-700	1967	1,428 Acres
COUPE 71	701-710	1967	1,428 Acres
COUPE 72	711-720	1967	1,428 Acres
COUPE 73	721-730	1967	1,428 Acres
COUPE 74	731-740	1967	1,428 Acres
COUPE 75	741-750	1967	1,428 Acres
COUPE 76	751-760	1967	1,428 Acres
COUPE 77	761-770	1967	1,428 Acres
COUPE 78	771-780	1967	1,428 Acres
COUPE 79	781-790	1967	1,428 Acres
COUPE 80	791-800	1967	1,428 Acres
COUPE 81	801-810	1967	1,428 Acres
COUPE 82	811-820	1967	1,428 Acres
COUPE 83	821-830	1967	1,428 Acres
COUPE 84	831-840	1967	1,428 Acres
COUPE 85	841-850	1967	1,428 Acres
COUPE 86	851-860	1967	1,428 Acres
COUPE 87	861-870	1967	1,428 Acres
COUPE 88	871-880	1967	1,428 Acres
COUPE 89	881-890	1967	1,428 Acres
COUPE 90	891-900	1967	1,428 Acres
COUPE 91	901-910	1967	1,428 Acres
COUPE 92	911-920	1967	1,428 Acres
COUPE 93	921-930	1967	1,428 Acres
COUPE 94	931-940	1967	1,428 Acres
COUPE 95	941-950	1967	1,428 Acres
COUPE 96	951-960	1967	1,428 Acres
COUPE 97	961-970	1967	1,428 Acres
COUPE 98	971-980	1967	1,428 Acres
COUPE 99	981-990	1967	1,428 Acres
COUPE 100	991-1000	1967	1,428 Acres



Scale 1:50,000
Map class...
Draughted by...
Date...

Ref. W.P.O. 627.515-105
dtd. 27.11.70

Original Signed By
PATRICK TAI

Exhibits

Ex. 1

Exhibits

P1

Schedule of
Advances
(continued)

	<u>1968</u>	<u>1969</u>	<u>1970</u>
Borneo Mining Sdn. Ltd.	5,017	5,161	5,426
Singapore Moulding Factory	1,115	250,000	20,686
P.T. Kalimantan Sari	207,395	758,037	463,724
Sabah Agency	34,723	495,809	285,999
Commercial Bank Brunei	2,060,118	161,462	161,748
Borneo Daily News	10,000		
Borneo Ltd. Singapore		114,738	160,000
Development Bank Brunei		18,479	31,279
P.T. Indomark		15,000	15,000
Kong Thai Glass (Pte) Ltd.		434	
United Singapore Lumber		606,000	30,026
Kong Thai Plywood Pte Ltd.		146,649	236,690
Kong Thai Lumber Sdn. Bhd.			341,437
	2,421,768	2,571,769	1,752,015

Exhibits

Insulting words alleged to be used by Ling Beng Siew

Ex. 12

「幹你媽」!

IN FOOCHOW "SAR NU NAIR JIA"

ENGLISH TRANSLATION

"FUCK YOUR MOTHER"

Exhibits

P2

Insulting words
alleged to be
used by Ling
Beng Siew

Ex. P2
20/1/77
13

Exhibits

Statement of Apology
in Chinese

Exhibits

P3A
Statement of
Apology
In Chinese

EX. P3A

M. K. J. Sawmill
ANAWAK

Ex. P3

[Handwritten signature]
21 APR 1972

1/4"
1-C

21 APR 1972

[Vertical Chinese calligraphy]
啟者... 敬請... 恕不... 此致...
1/2 2/2 3/2 4/2 5/2 6/2 7/2 8/2 9/2 10/2 11/2 12/2

Exhibits

Exhibits

Statement of Apology
English translation

P3B
Statement of
Apology
English
translation

EX. P3B

P3
[Signature]
21. 4. 72

TRANSLATION

Date: 5th January, 1960

I, Beng Siew, from now on will be willing to treat my family
and brothers in a peaceful and harmonious manner, and will not
unreasonable to *act*
utter any ~~slandering~~ words based on unfounded grounds.

(Signed Ling Beng Siew)

Certified true translation of document
marked 'A'
[Signature]

Dr. Interpreter/Translator.
High Court, Sibu.

21 APR 1972

Exhibits

Ledger Folio 47 - Schedule 1967/68 for Yacht

Exhibits

KTS6

Ledger Folio 47-
Schedule 1967/68
for Yacht

KTS 6

ACCOUNT NO. 47

57/58

YACHT CONSTRUCTION

17	50 cost of electric food freezer	12/132	1,672	65	
	" Lee Ah Khoo allowance	"	80	-	
18	" DIN. 355768/69. 712 postage fare	7/352	146	-	
27	" Yiu Ahing Sewer Salary ✓	12/149	340	-	
29	" Hand book	12/160	100	-	
31	" Lee Ah Khoo allowance	05/160	80	-	
2	" Yiu Ahing Sewer Salary ✓	12/244	340	-	
30	" " " " R. P. T	7/433	292	-	
	" " " " Salary ✓	7/433	680	-	
16	" Lee Ah Khoo Allowance	05/194	80	-	
20	" " " " "	05/200	80	-	
3	" Yiu Ahing Sewer ✓	12/223	340	-	
30	" " " " ✓	12/204	340	-	
12	" 1 Radio set	03/190	4,863	27	
30	" 200 Rms. Steel Lin Screen units	7/511	48,000	-	
	" 40000 construction yacht	7/116	1,770	-	
	" Lee Ah Khoo Housing Allowance	7/330	80	-	
	By Transfer to Prepayment Ac	7/12	59,284	02	59,284 02
			59,284	02	59,284 02

Exhibits

Letter Kong Thai Sawmill to Ling Beng Hui
21st August 1971

Exhibits

KTS9
 Letter Kong Thai
 Sawmill to Ling
 Beng Hui
 21st August 1971

KTS 9

BRANCH OFFICE
 13, ISLAND ROAD,
 P. O. BOX 301
 MIRI, SARAWAK.
 Telephone No. 3356
 Cable Add. "KONGTHAI"

Kong Thai Sawmill (Miri) Sdn. Bhd.

13, ISLAND ROAD, SIBU.

SARAWAK

HEAD OFFICE
 13, ISLAND ROAD,
 P. O. BOX 307
 SIBU, SARAWAK.
 Tel. No. 8828
 Cable Add. "KONGTHAI"

REGISTERED AIRMAIL

Your Ref:

Sibu, 21st August, 1971.

Our Ref:

Mr. Ling Beng Hui,
 Kong Ming Bank Bhd.,
 Jalan Tun Haji Openg,
 KUCHING, SARAWAK, MALAYSIA

Dear Sir,

Re: Loan of \$100,000

Please kindly confirm that the following are in order.

A loan of M\$100,000 at 7% interest for one year was made to you by Messrs. Kong Thai Sawmill (Miri) Sdn. Bhd. on 28th August 1968.

As the repayment was not made within the specified period, you had orally agreed to pay the loan and interest with your dividends for the last two years from the said Sawmill.

At present, despite your part payment by agreed deductions from your dividends, you are still owing M\$100,227.57 to the said Sawmill, as per statement of account enclosed herewith.

We have no wish to create difficulties for you.


If we do not hear from you before the 27th of this month, we take it that you have impliedly accept that the above stated matter is in order.

There is no point waiting for the limitation ordinance.

Thank you for kindest co-operation.

Yours faithfully,

KONG THAI SAWMILL (MIRI) SDN. BHD.


 Secretary

Enc: A statement of account
 dated 31st July 1971.

Exhibits

Ledger Folio 196 for 1971/72 - Harun Ariffin

Exhibits

KTS10
Ledger Folio 196
for 1971/72 -
Harun Ariffin

SHEET NO.

ACCOUNT NO. 196

NAME HARUN BIN ARIFIN

DATE	DESCRIPTION	BY	AMOUNT	CASH	BALANCE
007	1 30	bal. b/w			
	30	By Cash			
NOV	29	"			
DEC	29	"			
JAN	30	"			
FEB	28	"			
MAR	29	"			
APR	27	"			

KTS 10

Exhibits

Ledger 1969/70 Account No. 152 - Ling Beng Siew & Co.

Exhibits

KTS11

Ledger 1969/70
Account No.
152 - Ling Beng
Siew & Co.

Pen: 97 0
KTS 11

ACCOUNT NO. 152

LING BENG SIEW & Co.

30	By	Initialment	214			503.50
	"	Printing expenses	214			111.20
	"	"	216			1,655.80
	"	Initialment	217			730.40
30	"	Singapore printing 2nd time	225			125,000 -
8	"	Malacca Ling Beng Siew & Co.	221/15			125,000 -
6	"	Malacca Company	221/14			20,000 -
17	"	Ling Beng Siew & Co.	"			200,000 -
22	"	Malacca Company	"			80,000 -
30	By	Olympic Council of Malaya	2227			3,000 -
31	"	Bank	2230			316,873.60
		By			301,202	
	"	Div 2/59/10/70 S.S.	2224		13,239	
	By	Dividend ended 30.9.1964	2226			25,200.00
	By	Ling Beng Siew	2247		51,000	
	By	Olympic Council of Malaya	2248			450 -
	"	"	2249			12,447.15
	"	Printing expenses 22/02/65	2250			11,630.00
30	By	Div 30/69/70 Account Carriage			392,907	
		Ling Beng Siew Investment Ltd	2251		150,000	
21	"	Printing charges	221/10		15,598	
30	"	Printing bill	2267			519.55
4	"	Ling Beng Siew charges	2168		180,977	
8	"	Charges	2169		160,000	
30	"	"	2174		160,000	
4	"	Hook Hoo Bank Share	2168		40,000	
5	"	Hook Hoo Bank Share	2169		50,000	
6	"	Charges	2172		29,254	
21	"	Bull	2181		61	
31	"	Div 99/69/70	2182		2,077	
	"	" 102/69/70	2183		1,409	
					110,417	
					1,130,441	

Exhibits

Exhibits

KTS 11

SHEET NO. _____

KTS11
 Ledger 1969/70
 Account No.
 152 - Ling Beng
 Siew & Co.
 (continued)

16A
 10 KING BENG SIEW & CO

1	By	Div 101/69/70	2454	5903	23	1	
"	"	98/69/70	2454	11,277	39	1	
"	"	108/69/70	2459	2,071	48		
"	"	107/69/70	2460	1,314	05		
"	"	106/69/70	2451	3,566	12		
"	"	100/69/70	2452	2,291	05		
-	By	Charges	2467				30,000 -
3	"	Kong Khai (1963) - Jan old charges	2495				27,442 21
8	By	Sub - duty	2473		18	64	
15	By	Carry	2474				80 09

Exhibits

Ledger Sheet 183 1965/66 - Ling Beng Siew

KTS 18

Exhibits

KTS18
Ledger Sheet 183
1965/66 - Ling
Beng Siew

3

LING BENG SIEW

DR. CR.

	DR.	CR.
By Balance		9722836
To Cheque	144050	
" Travellers Cheque 1000	51080	
" Cheque	5000	
" By "		20000
" Kong Hing Bank Advice		100000
To Cheque	5000	
By Travelling allowance		1300
To Cash	1000	
" Hotel fee for S & O members at Miami	4000	
" Kong Hing Bank draft	100000	
By Bank call fee		27335
" " " "		28890
To Cheque	500	
" Jardine Wangsh	713160	
" Cash	2000	
" Jardine Wangsh	278180	
" By Telephone Exp. etc. 1/11 50/3		22755
" Travelling " " 50/4		51090
" Cheque		35000
" To Bank of America	120000	
" Jardine Wangsh	2747577	
By SP/S		62335
To Cheque	41013919	
By Travelling exp. 1/11 50/17		1561
To Gold fish	30	
To Shinko	810	
" Cheque	4000	
" Loan and interest on loan	2701271	
" Shares Capital etc	42400	
" 2/11 100		26840

486971 - 25918251

Exhibits

Ledger Account 162 - 1966/67 - Ling Beng Siew & Co.

KTS 10

ACCOUNT NO. 10

LING BENG SIEW & Co.

Exhibits

KTS19
Ledger Account
162 - 1966/67 -
Ling Beng Siew
& Co.

		DR	CR
17	To South East Asia Tractors SB-16 (F)	08/10	26,711.67
14	" SB-16 etc.	08/10	13,212.56
15	" Cheque	08/10	2,000.-
7	" " "		115.00
7	" Hints and under seat	08/30	69.20
29	" SB-16 etc.	08/30	13,117.65
17	" Bank Drafts E.K. 500 - for Mr Ling Beng Siew	08/38	4,275.30
27	" SB-16 etc and part.	08/40	13,021.54
13	" SB-16 etc 23rd "	08/50	12,740.13
"	" H.A. from Martin Wood	08/50	5.25
3	By D/M 2/35/8	08/77	
29	To D/M 2/11/67	08/77	44,413.82
28	" Hotel Martin 200.00	08/77	31.-
17	To D/M 28/66/67	08/77	115.-
"	" Cheque	08/78	145.90
"	" " "	"	326.10
"	" " "	"	2,000.-
18	" H/c 16/33	08/80	3,707.23
"	" SB-16 24th instal	08/80	12,830.51
20	" Interest on H/c 16/33	08/80	12.69
31	" S. U. S. C. D/M 781/66/67 M.A. Finance	08/80	7,743.-
"	By Adjustment of Account 271.00	08/73	
10	To Duty on 112 750 Chandeliers	08/80	1,224.72
13	" H.P.A.N. 42/42504/115 2 instal.	08/81	7,743.-
4	" Ware house Rent on Chandeliers	08/81	1.-
23	" Cash	08/84	6,000.-
5	" H.P.A. NO. 42/42504/115 3rd Instal	08/80	7,743.-
6	" " " " 4th "	08/82	7,743.-
11	" Cheque	08/84	3,500.-
26	" " "	08/100	2,000.-
			<u>307,631.82</u>

SR - 1

115 - 1

196 -

KTS 19

KTS19
 Ledger Account
 162 - 1966/67 -
 Ling Beng Siew
 & Co.
 (continued)

SHEET NO.

LING BENG SIEW & Co.

1966/67

1966/67

Date	No	Particulars	Dr	Cr
June 30	To	Balance	10,000	-
July 3	By	M.S.P. 65/42304/AS 50k	7,743	-
10	"	Phone	5,000	-
4	By	L.S.S. 2/12/67	-	280
5	To	M.S.P. 65/42304/AS	7,743	-
20	By	Balance	-	150,091.88
4	To	M.S.P. 65/42304/AS 70k	1,743	-
17	"	Phone	5,000	-
20	By	Balance	-	301,000
			351,061.88	351,061.88

Exhibits

Ledger Account 153 - 1967/68 - Ling Beng Siew & Co.

KTS/20

ACCOUNT FOR

LING BENG SIEW & CO.

Exhibits

KTS20
Ledger Account
153 - 1967/68 -
Ling Beng Siew
& Co.

To cheques	03/6	157,200	-	
" H.P. 63/42504/05	"	7,743	-	
" Cheque	03/4	5,000	-	
" 4th 4th 5000	03/2	4,000	-	
" Dats King Cheque	03/3	3,000	-	
" Cheque Dats King	03/10	8,100	-	
" Interest fee	03/20	15	-	
" 11th 4th 5000	03/14	2,600	-	
" King King King King King	"	2,800	80	
" H.P. 63/42501/011	03/16	7,743	-	
" 11th 4th 5000	03/18	1,000	-	
" 11th	03/10	1,000	60	
" 11th 4th 5000	03/10	1,000	-	
" Cheque for Dats King	03/36	1,000	-	
" " " " "	"	5,000	-	
" Cost of the diamond	03/36	13,174	-	
" 11th 4th 5000	03/38	2,000	-	
" Cheque	"	10,000	-	
" "	03/30	10,000	-	
" "	"	200,000	-	
By "	03/63			200,000
" "	03/43			211,500
To H.P. 63/42501/011 val. movement	03/44	7,743	-	
" Bank for Dats King	03/42	46	80	
" Cheque	03/60	12,100	-	
" " VI 2.10	03/56	1,000	-	
" H.P. 63/42501/011 12th. inc	03/64	7,743	-	
" 11th 4th 5000	"	2,882	04	
" Cheque	"	10,000	-	
" bank on sold	03/30	10	20	
" Cheque	03/72	10,000	-	
		<u>533,457.44</u>		<u>451,500</u>

KTS 20

SHEET NO.

KTS20
Ledger Account
153 - 1967/68 -
Ling Beng Siew
& Co.
(continued)

153

LING BENG SIEW & Co.

By Payment to Shen Hong Boat Builder	2173			30,000 -
30 cost of build	02/74	60	03	
" 63/42504/AS 12k instalment	02/76	7,743	-	
" Cheque	02/84	40,000	-	
" Cheque	02/86	2,000	-	
" "	02/88	95,000	-	
" "	"	3,000	-	
" Cheque transfer from Sdn Bhd.	2181	461,500	-	
" 63/42504/AS 14 instalment	02/94	7,743	-	
" 63/42504/AS 15 "	02/98	7,743	-	
" Cheque	02/98	10,000	-	
" Puan Sri Jugah 1998	02/122	500	-	44,800
" 63/42504/AS 16 instalment	02/128	7,743	-	
" Cheque	02/130	5,000	-	
" Cheque	02/132	6,000	-	
" 63/42504/AS 17 "	02/144	7,743	-	
" 63/42504/AS 18 "	02/164	7,743	-	
" Cheque	02/172	10,000	-	
By 1 Piece of Land	2187			95,000 -
30 Hamilton to H.H. E. Kuching	02/182	30,000	-	
" 1/16 transfer from L. H. CHOW S'pore				
become of error pooled	2175	20,000	-	
By Discl's Bonus addnan	2192			300,000 -
By Cheque	02/179	1,262,975	47	386,475 47
		1,262,975	47	1,252,975 47

Exhibits

Ledger Account 153 - 1968/69 - Ling Beng Siew & Co.

KTS 21

Exhibits

KTS21
Ledger Account
153 - 1968/69 -
Ling Beng Siew
& Co.

ACCOUNT NO. 153
1968/1969

LING BENG SIEW & Co.

29	50 Remittance to Spore on 28-11-68	05/100	500,000	-	
24	" Cheque	05/104	479,489	50	
6	" Remittance to England for his son	05/102	7,322	50	
27	" Sale of Radio and flower	05/102	353	50	
3	" Share	05/101	132	75	
27	" S.U.S. & D.M. 1183/88/69	7/201	50,000	-	
4	" Remittance to Ling Siew's A/c with Hok Hua Bank Sanching	05/106	16,000	-	
31	" Bonus advance	7/249	300,000	-	
	109 10000 for year of 1968	7/207			368,754
	" Received for year ended 30-9-68	7/210			375,307
30	50 Cheque	05/108	8,802	-	
	" S.U.S. & D.M. 60/69/70	7/216	380,000	-	
24	" Passport fee	05/101	15	-	
26	" Dato Ling Beng Siew Cheque	05/172	20,000	-	
	" A/c. Lion Sang Ltd	7/216	57	80	
6	" Cheque	05/180	10,000	-	
27	" "	05/180	10,000	-	
	" Yng & Associates	"	50	-	
22	" Remittance to Spore Chartered Bank	05/202	100,000	-	
28	" Cheque	05/204	5,000	-	
30	" Lion Sang Ltd	7/219	18	60	
	By Donation	7/221			357,000
31	50 Draft in favour of the Borneo Co.				
	(2) of 10 on 1-10-68	7/235	300,000	-	
2	" Borneo Ltd Spore	7/238	350,000	-	
37	" Lion Sang Ltd note	7/245	30	-	
	" " " " 4029	7/207	274	50	
	" " " " 4038	7/209	420	60	
	" " " " 4040	7/266	40	-	
10	By Lim Hup Choon	7/282			50,000
			2,538,067	75	1,114,093

Exhibits

K 7 ; 2 1

3/A

SHEET NO.

LING BENG SIEW & Co.

1968/1969

Exhibits

KTS21

Ledger Account
153 - 1968/69 -
Ling Beng Siew
& Co.

(continued)

By	Borneo Con Ltd Share	7079		160,000	-
	Kang Shi Plywood (PTE) Ltd	2480		70,000	-
	Lat Pau Singapore Journal (1968) Ltd	2481		50,000	-
	P. T. K. Amalain	2482		36,550	50
	Singapore Housing	2483		150,000	-
	Malayan Air Charterist	7084		2,000	-
	Donation to party ^{Bank} National	2485		10,000	-
	Kang Shi Plywood	7085		65,913	40
	Traveling Expenses bill	2489		3,500	11
	Yantai Agency	2488		17,500	75
To	Cheque	24912	20,000	-	-
By	Cheque	196131		350,000	-
By	Dec 16/68/69	2497		10,065	85
	President Hotel bill	2442		544	67
	Miscellaneous Hotel bill	7103		438	42
	OKura Hotel bill	2444		2,097	04
	Good road Hotel	2445		293	-
	The Commercial Bank, Jan 1968/69	2572		13,245	-
By	Transfer to Advance Acc.			2031,700	64
	M.P.C. Share	2644		195,105	-
				225,765	11

REGISTER OF DIRECTORS AND SECRETARIES

of *Bong Tin Siamit (MIS) Sdn. Bhd.*
 Particulars of the persons who are directors of the company and of any changes therein.

K T S Limited,

Exhibits

KTS22
 Register of Directors Holdings 1969

NAME
 (In the case of an individual, present Christian name or names and surname. In the case of a corporation, the corporate name.)

Any former Christian Name or Names and Surname

Nationality

Date of Birth

Usual Residential Address
 (In the case of a corporation, the registered office.)

Business Occupation and Particulars of other Directorships

Changes during Year (Showing Names of Past Directors)

Ling Bong Siew		Malaysian		12, Jalan Sultan, Kuala Lumpur		
Ling Bong Tiang		"		"		
Ling Ahng Siang		"		"		
Hui Yee Chong		"		"		
Lam Hin Keng		"		"		
Tuan Ku Bryan		"		"		
Ting Lik Hong		"		"		
Ting Joo Yee		"		"		
Ling Bong Sung		"		"		
T. Bongson and Raimy		"		"		
Cheng Yee Hui		"		"		

Particulars of the person who is Secretary of the company.

NAME
 (In the case of an individual, present Christian name or names and surname. In the case of a corporation or a Scottish firm, the corporate or firm name.)

Any former Christian Name or Names and Surname

Usual Residential Address
 (In the case of a corporation or Scottish firm, the registered or principal office.)

Changes during Year

Eng Klong Hin				Queensway, Sdn		
---------------	--	--	--	----------------	--	--

Dated 14th February 1969.

Director includes any person who occupies the position of a director by whatever name called, and any person in accordance with whose directions or instructions the directors of the company are accustomed to act.

† "Christian name" includes a forename, and "surname", in the case of a person usually known by a title different from his surname, means that title.

‡ "Former Christian name" and "former surname" do not include—
 (a) in the case of a person usually known by a British title different from his surname, the name by which he was known previous to his adoption of or succession to the title; or
 (b) in the case of a person, a former Christian name or surname where that name or surname was changed or altered before he attained the age of sixteen years or has been changed or altered for a period of not less than twenty years; or
 (c) in the case of a married woman the name or surname by which she was known previous to the marriage.

§ Dates of birth need only be given in the case of a company which is subject to section 185 of the Companies Act, 1947, and of a company which is not a private company or which, being a private company, is the subsidiary of a body corporate incorporated in the United Kingdom.

Signed: *[Signature]* Director
 Signed: *[Signature]* Secretary

Which is either a private company not a company registered under the law relating to companies for the time being in force in Great Britain and having provisions in its constitution which would, if it had been registered in Great Britain, entitle it to rank as a company.

Names of all bodies corporate incorporated in Great Britain of which the director is also a director, should be given, except those of which the company is a wholly-owned subsidiary or bodies corporate which are the wholly-owned subsidiary of the company or of another company if it has no other directors, except that other and that other's wholly-owned subsidiary or subsidiaries, if the space provided in the form is insufficient, particulars of other directorships should be listed in a separate list of the existing directors or managers should always be given. A note of the changes since the last list was filed in the form—C-6, by placing against a new director's name the words "In place of..." and adding the word "Decrease" if the persons in a firm are joint secretaries, or same and principal office of the firm may be stated.

KTS 22Name of DirectorParticulars of other Dir.

Ling Beng Siew

Ling Beng Siew Sdn. Bhd.
 Hock Thai Finance Corporation
 Hock Hua Bank Bhd.
 Rejang Transport Co. Sdn. Bhd.
 Kong Thai (1963) Sdn. Bhd.
 Borneo Timber Co. Sdn. Bhd.
 Sarawak United Sawmills Sdn. Bhd.
 Lupar Sawmill Co. Sdn. Bhd.
 Borneo Printing Co. Sdn. Bhd.
 Kong Ming Bank Bhd.
 Pan Sarawak Co. Sdn. Bhd.
 Sibu Agency Sdn. Bhd.
 Rejang Agency Sdn. Bhd.
 United Agency Sdn. Bhd.
 Malaysia Daily News Sdn. Bhd.
 Kong Thai Lumber Sdn. Bhd.
 Sabah Agency Sdn. Bhd.

Ling Beng Tuang

Sarawak United Sawmills Sdn. Bhd.
 Hock Thai Finance Corporation
 Hock Hua Bank Bhd.
 Ling Beng Siew Sdn. Bhd.
 Kong Thai (1963) Sdn. Bhd.

Ling Beng Siong

Sarawak United Sawmills Sdn. Bhd.
 Borneo Timber Co. Sdn. Bhd.
 Kong Thai (1963) Sdn. Bhd.
 Hock Hua Bank Bhd.

Hii Yu Chiong

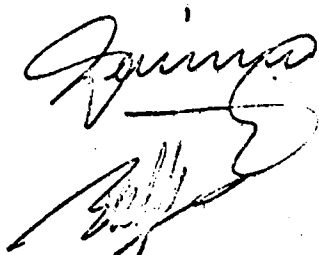
Borneo United Sawmills Sdn. Bhd.
 Delta Timber Sdn. Bhd.
 Nanyang Sawmill (1966) Sdn. Bhd.
 Hock Tong Hin Sawmill Co. Sdn. Bhd.
 K. T. S. Sdn. Bhd.
 Kuching Timber Store Sawmill Sdn. Bhd.
 Sebuyau Sawmill Co. Sdn. Bhd.
 Teck Hung Sawmill Co. Sdn. Bhd.
 Hock Mew Sawmill Co. Sdn. Bhd.
 Seng Ling Sawmill Co. Sdn. Bhd.
 Tai Liong Co. Sdn. Bhd.
 Hock Hua Bank Bhd.
 Baya Lumber Co. Sdn. Bhd.
 Rejang Agency Sdn. Bhd.
 Pan Sarawak Co. Sdn. Bhd.

Lau Hui Kang

Hua Ling Sawmill Co. Sdn. Bhd.
 K. T. S. Sdn. Bhd.
 Hock Tong Hin Sawmill Co. Sdn. Bhd.
 Hua Seng Sawmill Co. Sdn. Bhd.
 Kuching Timber Store Sawmill Sdn. Bhd.
 Teck Hung Sawmill Co. Sdn. Bhd.
 Baya Lumber Co. Sdn. Bhd.
 See Hua Daily News Sdn. Bhd.
 Kai Ming Press Sdn. Bhd.
 United Agency Sdn. Bhd.
 Pan Sarawak Co. Sdn. Bhd.

Tan Sri Tuanku Bujang

Kong Ming Bank Bhd.



Exhibits

Exhibits

KTS 22

KTS22
Register of
Directors
Holdings 1969
(continued)

<u>Name of Director</u>	<u>Particulars of other Directorships</u>
Ting Lik Hung	Hock Hua Bank Bhd. Hock Thai Finance Co. Sdn. Bhd.
Ting Ing Yee	Hock Thai Finance Corporation
Ling Beng Sung	Kong Ming Bank Bhd. Sarawak United Sawmills Sdn. Bhd. National Finance Co. Bhd. Hock Thai Finance Co. Bhd. Mukah Sawmill (1962) Bhd. Hock Hua Bank Bhd. Borneo Timber Co. Sdn. Bhd. Rejang Transport Co. Sdn. Bhd.
J. Bangau anak Renang	Lupar Sawmill Co. Sdn. Bhd. Lien Ho Sawmill Co. Sdn. Bhd.

[Handwritten signatures]

REG. OF DIRS. HOLDINGS
 REG. OF MEMBERS
 TRANSFERS
 ANNUAL RETURN
 PAGE

Exhibits

Andrew Peattie's Chart

Exhibits

KTS25

Andrew Peattie's Chart

KTS 25

Home Improvements (1964) Inc. 1000

1969

Income for Dividend

Dividend Priced

408,000.00

Long Dividend at 50% on

1969, 1970

204,000.00

1971 tax at 60%

122,400.00

408,000.00

1972

Depreciated Dividend

1972, 1973, 1974

1975, 1976, 1977

1978, 1979, 1980

1981, 1982, 1983

1984, 1985, 1986

442,926.00

ExhibitsBalance Sheet of Kong Thai Sawmill as at 30th September 1968

K T S 2 6
KONG THAI SAWMILL (MIRI) SDN. BHD.

JOINT BALANCE SHEETAS AT 30TH SEPTEMBER, 1968Exhibits

KTS26
Balance Sheet
of Kong Thai
Sawmill as at
30th September
1968

SHAREHOLDERS' FUNDSHARE CAPITAL

Authorised:		
30,000 shares of \$100 each		<u>\$3,000,000.00</u>
Issued:		
13,600 shares of \$100 each fully paid		\$1,360,000.00
Profit and Loss Account		<u>3,916,323.39</u>
		<u>\$5,276,323.39</u>

Represented by:

FIXED ASSETS

Cost less Depreciation		\$8,271,590.95
------------------------	--	----------------

INVESTMENTS

Stock & Shares (unquoted)		902,392.38
---------------------------	--	------------

CURRENT ASSETS

Advance on Contract	\$ 60,000.00	
Deposits	4,284.70	
Cash In Hand and at Bank	366,503.32	
Stock on hand	1,382,889.67	
Sundry Debtors & Prepayments	2,512,578.60	
Directors	12,822.05	
Trade Debtors	<u>1,289,257.54</u>	5,628,335.88

INTANGIBLE ASSETS

Goodwill	\$150,000.00	
Preliminary Expenses	<u>142,513.48</u>	292,513.48
		<u>\$15,094,832.69</u>

Deduct:-

CURRENT LIABILITIES & PROVISIONS

Provision for Dividend(Gross \$1,122,000)	\$ 673,200.00	
" " Taxation	5,800,000.00	
" " Timber Royalty & Cess	333,046.80	
" " Stone Royalty, Import Duty	9,954.19	
Sundry Creditors & Accrued Expenses	2,811,077.53	
Director Fees Due	160,980.00	
Drafts Payable	1,400.00	
Tax Due	8,228.00	
Income Received in Advance	10,387.00	
Chambers Deposit	<u>9,435.78</u>	9,810,509.30
		<u>\$5,276,323.39</u>

ExhibitsBalance Sheet of Kong Thai Sawmill as at 30th September 1969**KTS 27**

KONG THAI SAWMILL (MIRI) SDN. BHD.
 WITH ITS SUBSIDIARY THE MALAYIA DAILY NEWS SDN. BHD.
 CONSOLIDATED BALANCE SHEET
 AS AT 30TH SEPTEMBER, 1969

Exhibits

KTS27

Balance Sheet
 of Kong Thai
 Sawmill as at
 30th September
 1969

SHAREHOLDERS' FUND

Authorized:
 30,000 shares of \$100.00 each \$3,000,000.00
 Issued:
 13,600 shares of \$100.00 each \$1,360,000.00
 Profit and Loss Account 2,673,332.53

MINORITY INTEREST - Loss

7,033,332.53
2,782.15
7,030,550.38

Represented by:

CURRENT ASSETS

Deposits 4,075.00
 Advance 195,400.50
 Stock 782,090.60
 Prepayment 34,600.51
 Debtors - Directors 3,190.00
 Trade 166,651.87
 Sundries 3,171,397.85
 Cash in hand and at Bank 776,216.64 9,133,622.97

FIXED ASSETS

cost less Depreciation 9,198,461.93

INVESTMENT

Stock and Shares (unquoted) 894,392.38
15,226,477.28

Less:

CURRENT LIABILITIES

Provision for Taxation 5,530,500.00
 Provision for Timber Royalty & Cess 296,775.92
 Inland Revenue Department 968,000.00
 Provision for Import Duty, forest fire,
 outstanding freight 19,368.07
 Directors Bonus 86,087.69
 Audit Fee 5,000.00
 Entrusted Fund 2,873.20
 Accrued Expenses 51,654.55
 Draft Payable 11,583.62
 Income Received in Advance 12,290.14
 Chambers Deposit 11,030.28
 Creditors - trade 525,064.47
 Sundry 609,881.44
 Provision for Dividend 400,000.00 8,538,109.58
6,688,367.70

INTANGIBLE ASSETS

Goodwill 150,000.00
 Preliminary Expenses 125,232.62
 Goodwill on Consolidation 66,950.06 342,182.68
7,030,550.38

Exhibits

Balance Sheet of Kong Thai Sawmill as at 30th September 1970

Exhibits

KTS28

Balance Sheet
of Kong Thai
Sawmill as at
30th September
1970

K T S 28
KONG THAI SAWMILL (MIL) SIAI, LTD.

WITH ITS SUBSIDIARY THE MALAYRIA DAILY NEWS SBN. LTD.

CONSOLIDATED BALANCE SHEET

AS AT 30TH SEPTEMBER, 1970

<u>1969</u>			
	SHAREHOLDERS' FUND		
	Authorized:		
3,000,000	30,000 shares of \$100 each	\$3,000,000.00	
	Issued:		
1,360,000	13,600 shares of \$100 each fully paid	\$1,360,000.00	
<u>2,673,332</u>	Profit and Loss Account	6,600,596.17	
7,033,332		7,960,596.17	
<u>4,782</u>	MINORITY INTEREST - Loss	24.52	
7,030,550		<u>\$7,959,633.18</u>	
	Represented by:		
	CURRENT ASSETS		
4,075	Deposits	\$ 5,806.15	
193,400	Advance	"	
782,091	Stock	1,327,127.69	
34,600	Prepayment	33,093.67	
3,171,398	Debtors - Sundries	1,332,251.06	
166,652	Trade	191,386.35	
3,190	Directors	"	
	Associated Companies	770,408.91	
<u>776,217</u>	Cash in hand and at Bank	<u>108,231.13</u>	
5,133,623		4,071,106.98	
	FIXED ASSETS		
9,198,462	Cost Less Depreciation	9,088,593.00	
	INVESTMENT		
<u>874,392</u>	Stock & Shares (Unquoted)	<u>3,122,891.38</u>	
<u>12,226,477</u>		<u>16,359,394.36</u>	
	Less:		
	CURRENT LIABILITIES		
5,530,500	Provision for Taxation	\$2,410,500.00	
296,776	Provision for Timber Royalty & Cess	223,317.20	
968,000	Inland Revenue Department	1,948,837.83	
19,368	Provision for Outstanding Duty	4,069.00	
86,088	Provision for Donus	189,050.00	
3,000	Audit Fee	6,600.00	
2,873	Entrusted Fund	57.00	
31,653	Accrued Expenses	51,275.92	
11,504	Draft Payable	19,341.51	
1,290	Income Received in Advance	7,497.84	
11,030	Chambers Deposit	15,244.23	
525,064	Creditors - Trade	291,684.77	
609,881	Sundry	1,075,008.00	
408,000	Provision for Dividend	408,000.00	
	Bank Overdraft:		
	Bangkok Bank, K.L. (guaranteed by		
	Director)	1,954,143.43	
	Hock Hua Bank, Sibn (secured by assets)	<u>124,253.73</u>	
<u>8,538,102</u>		<u>8,760,201.36</u>	
<u>6,688,368</u>		<u>7,599,393.00</u>	
	INTANGIBLE ASSETS		
150,000	Goodwill	\$150,000.00	
123,232	Preliminary Expenses	105,659.26	
<u>66,252</u>	Goodwill on Consolidation	<u>104,600.92</u>	
<u>343,102</u>		<u>360,260.18</u>	
7,030,550		<u>7,959,633.18</u>	

Exhibits

Balance Sheet of Kong Thai Sawmill as at 30th September 1971

~~KONG THAI SAWMILL (PUBLIC) LIMITED~~
~~KONG THAI SAWMILL (PUBLIC) LIMITED~~
~~COMPANY LIMITED~~
 K T S 29

Exhibits

KTS29

Balance Sheet
 of Kong Thai
 Sawmill as at
 30th September
 1971

SHAREHOLDERS' FUND

<u>1,000,000</u>	Authorized:	
	30,000 shares of \$100 each	<u>3,000,000.00</u>
<u>1,112,000</u>	Issued:	
<u>6,073,995</u>	13,600 shares of \$100 each fully paid	1,360,000.00
<u>7,073,995</u>	Profit & Loss account	<u>6,501,760.95</u>
943		<u>7,861,760.95</u>
<u>7,075,052</u>	MINORITY INTEREST - Loan	<u>2,191.26</u>
		<u>71,850,569.69</u>

EXPANDED BY:

*

CURRENT ASSETS

<u>3108,931</u>	Cash in hand & at bank	124,452.10
5,886	Deposit	5,411.07
<u>1,527,128</u>	Stock	930,139.00
770,409	Debtors - associated companies	709,466.19
291,385	Trade	458,291.18
<u>1,332,231</u>	Jundry	1,050,318.16
<u>4,071,107</u>	Prepayment	<u>31,063.66</u>
		<u>3,348,141.29</u>

LIABILITIES

CURRENT LIABILITY

<u>4,359,338</u>	Provision for tax	1,324,841.70
223,317	Provision for Timber Royalty & Gas	313,820.13
129,030	Provision for Bonus	11,755.00
61,965	Accruals	65,581.33
19,342	Draft Payable	12,647.69
57	Unretained Fund	37.00
-	Creditors - associated companies	3,780.55
291,605	Trade	945,225.97
<u>1,075,809</u>	Jundry	18,271.17
7,250	Income in advance	3,962.91
15,244	Chamber Deposit	15,244.23
-	Loan - Bank Thai Finance (secured by Mortgage of Aurora Hotel)	<u>2,500,000.00</u>
<u>2,109,036</u>	Bank Overdraft	<u>2,111,019.44</u>
408,000	Provision for Dividend	<u>7,326,251.14</u>
<u>4,750,201</u>		<u>3,978,125.89</u>

WORKING CAPITAL DEFICIT

*

INVESTMENTS

<u>4,177,870</u>	Stock & Shares (Unquoted)	<u>3,299,700.70</u>
------------------	---------------------------	---------------------

†

FIXED ASSETS

<u>3,000,275</u>	Cost Less Depreciation	<u>8,301,828.94</u>
------------------	------------------------	---------------------

INTANGIBLE ASSETS

<u>150,000</u>	Goodwill	150,000.00
<u>105,679</u>	Preliminary Expenses	<u>86,679.59</u>
<u>7,075,052</u>		<u>87,879,269.69</u>

Exhibits

Letter Reddi & Co. to Hoah & Co.
of 1st February 1963

Exhibits

KTS30
Letter Reddi &
Co. to Hoah &
Co. ^{15th}
~~1st~~ February
1963 ✓ 15

K T S 3 0

15th/2nd/63/63

15th February, 1963.

Mr. Hoah & Co.,
Singapore,
Siam.

Dear Sirs,

Mr. Hoah & Co.

We refer to your letter dated 6th instant addressed to our clients and are instructed to say that the books of account from 1955 to 1959 were stored in the back room of our office No. 11, Island Road, Siam until 1961 when they were destroyed in the floods which penetrated the premises.

Yours faithfully,

Reddi & Co.

Exhibits

Magazine Bena Negara

Exhibits

KTS32
Magazine Bena
Negara

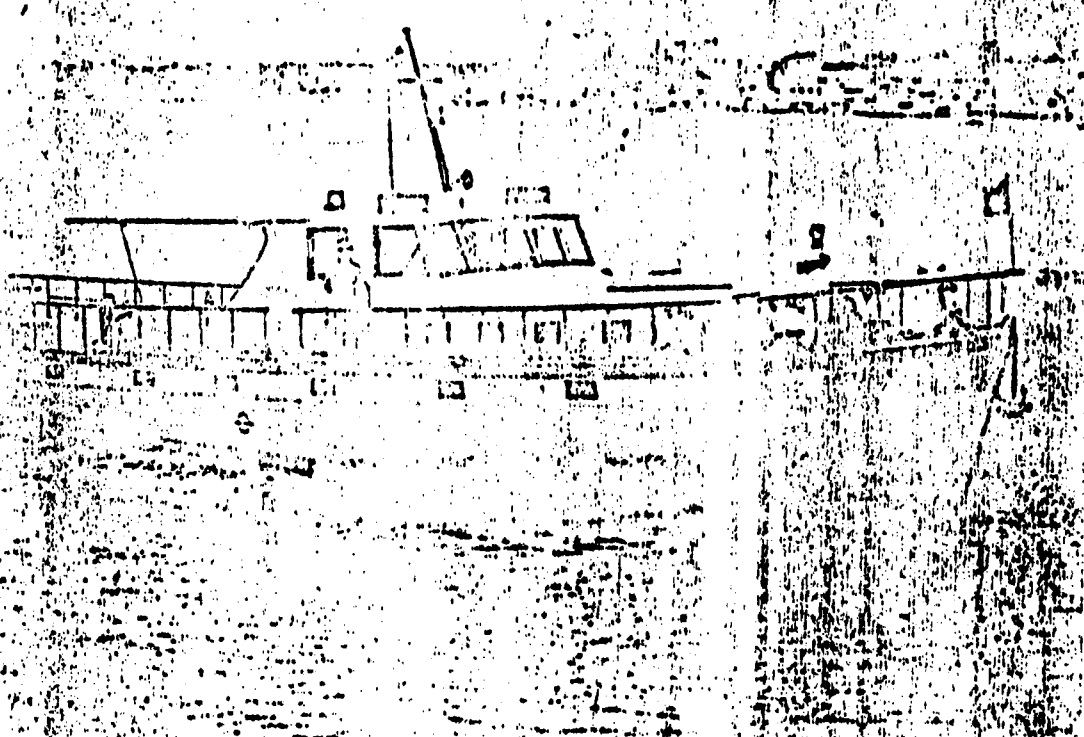
KTS 32

BENA NEGARA

BERSEKUTUAN
MAYBIA BERSEKUTUAN

A MEMBER OF THE GUM BARO GROUP OF COMPANIES
VOLUME 1, NO. 6

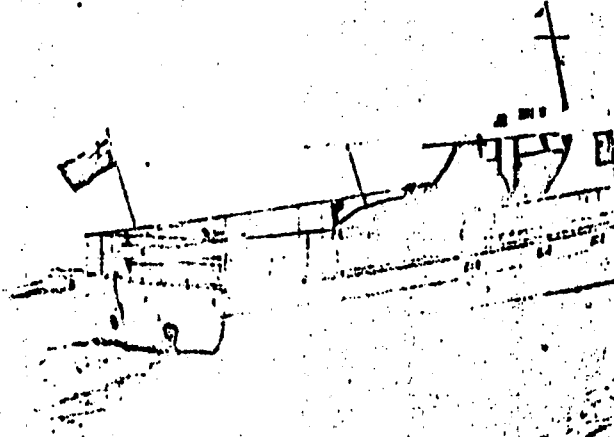
This is the exhibit marked as R 2000
referred to in the Petition/Affidavit of
Lim Heng Siew
deposed/sworn on the 14th day of March 1942,
Before me



The Caterpillar powered "SRI TANIA" cruising the Batang Rajang at Sibuan.

KTS 32

A BOYHOOD



For his comparatively young years, Mr. Ling Beng Sung is an extremely well-known and respected business man in the Sibul area. At 34 he is the Chairman of the Kong Ming Bank Limited, National Finance Corporation Limited, Mukah Sawmill Limited and Sarawak United Sawmills Limited. He is also a Director of the Hock Hua Bank Limited, Borneo Timber Company Limited, The Rejang Transport Company Limited and Kong Thai (Miri) Limited.

His father migrated from China in 1910 and was granted a timber concession in a swamp forest area in the early 1930's. As a young boy, living nearby his father's Sawmill at Sibul, Ling Beng Sung developed a keen interest in boats. It was not until he became 30, however, that his casual interest became one of necessity following Sarawak's first commercial air crash, in which Mr. Ling was involved as a passenger. Understandably, he lost confidence in flying and therefore had to revert to ground and water transport to keep in personal touch with the various and widespread business interests which he had to visit, regularly.

In accordance with his transport and communication requirements, Mr. Ling then set about to design and build a boat capable of pulling a fair load at a reasonable speed and suited to both river and open sea running, alike. Powered by a Caterpillar Model 12310, 150 h.p. engine, the 55 foot "Sri Mukah" as it was christened, was duly launched into company service. Although it proved to be quite a serviceable craft it was not very long before it became evident that the

MENWA
MAGAZINE

THE SIBU BOSS GROUP OF COMPANIES
Sole and Caterpillar Dealer For
Sibu, Singapore and Brunei.

KTS

SOB HILFEST...
A vital means of communication
and a Sibu businessman ... 1

DRIFTING...
The river litigation project ... 3

TRUCK CARRIAGE MAINTENANCE
Without a gamble (second instalment) ... 6

REPAIRS FOR CHEAPER DIRT ... 8

The main types of service offered by
Menwa (Malaysia) Bhd. are illustrated by the
following symbols:

- PARTS SERVICES** covering the
storage, sale and distribution of
new Caterpillar parts and our Parts
Exchange Scheme.
- MECHANICAL SERVICES** covering
shop repair, field repair and
general repair.
- ENGINE SERVICES** covering re-
pair, rebuilding, design services and
general engine applications in the
Industrial, Marine and Transporta-
tion field.
- CUSTOMER SERVICES** covering
equipment selection and applica-
tion, training, overall T.M.L.
services and Custom Truck Service.

NOV 1957 M.C. (P) 0014
PUBLISHED BY CHONG PRESS, SINGAPORE.
SOLE AGENTS: CAT AND TRAKCAVALON AIR
TRUCKS: MAJORS OF CATERPILLAR TRACTOR CO.

K T S 32

REST

became a vital means of communication to prominent Sibuan businessman



Mr. Ling Beng Sung
Director of several
East Malaysian Companies.

conditioned "Sri Mukah" was not really large or
enough for its intended purpose.

At the aid of Tractors Malaysia's resident Engineer
Representative, Mr. Lau Hieng Su and his own
shipwright, Ling Beng Sung then commenced
building a new and much larger boat. A sleek 75 footer
began to take shape on the slipway and the "Sri
Tania", as it was eventually named, has since served
him well, both from a business and pleasure stand-
point. The "Sri Tania" is powered by a Caterpillar
3304 Series "B" marine engine. A separate plant
has been fitted to power the extensive air condi-
tioning and radio communications systems which the
"Sri Tania" incorporates. Other vital statistics of in-
terest are listed hereunder.

Engine Power	270 h.p. intermittent--2200 r.p.m.
Engine Gear	Twin Disc MG509
	2.95 : 1 ratio
Propeller	38" diameter x 26" pitch
	3 blade, 0.5 B.A.R., right hand
Overall Length	74' 6"
Waterline length	71' 6"
Extreme beam	14' 3"
Waterline beam	12' 0"
Maximum loaded draft	4' 0"
Weight	58 tons
Speed	13-14 knots loaded free running.

The hull to waterline, the boat is constructed of 2"
bilian, one of Borneo's hardest timbers, and

copperplated. From waterline to deck level 1 1/2" thick
bilian was used and the deck itself consists of 1 1/2"
bilian timber. All ribs, etc. were also constructed of
this hardy timber.

With a cruising speed of 13 to 14 knots, the "Sri Tania"
almost halves the time taken by local boats engaged on
similar runs in the area. Its travelling time from Sibuan
to Mukah, for instance, is 7 1/2 hours, whilst the longer
journey to Kuching is completed in just 11 hours.
Although Mr. Ling fully utilises the craft for pleasure
at weekends and during holidays, its main purpose is
still to provide a fast, effective and comfortable means
of transport to his widespread business interests. These
include his company's logging areas and sawmill at
Mukah, a log loading point at Kuala Mukah and bank-
ing interests in Kuching. Over 200 workers are employed
at the sawmill and in the logging areas.

In addition to the "Sri Tania" Mr. Ling owns five other
boats which range from cargo carrying vessels to
passenger launches. Two of these are also powered by
Caterpillar marine engines. All of them have been de-
signed and constructed in his own shipyard at Mukah
during the past four years. It is interesting to note
that his first craft, the "Sri Mukah", was recently con-
verted into a tug. This was accomplished with an
extension to the transom. It is now doing sterling work
in this new field of endeavour.

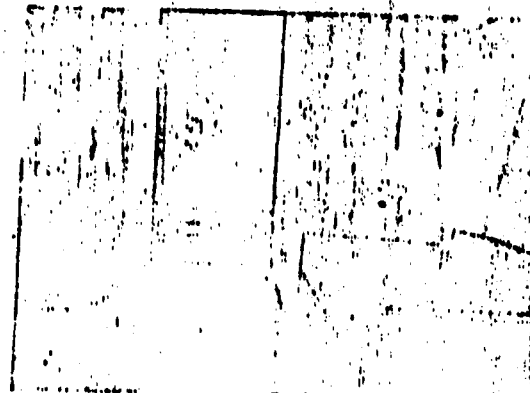
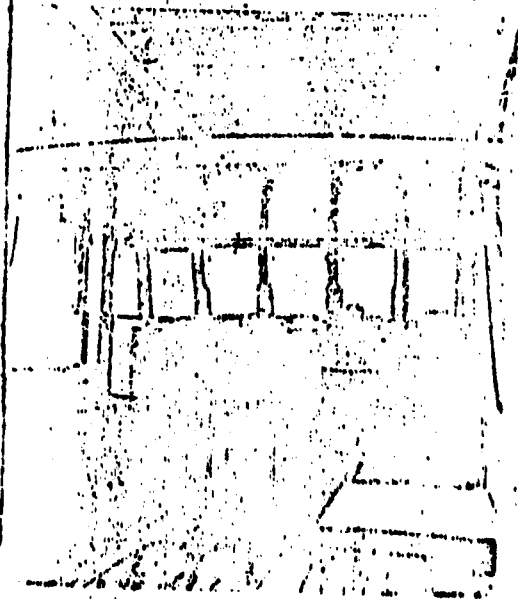
Ling Beng Sung has had the pleasure of entertaining
many VIP's on board the "Sri Tania" and all have been

KTS 32

impressed with its comfort and performance, particularly when told it weighs 58 tons. This is very high, considering its size, and is due to its brilliant timber construction. The most recent group of important, international visitors taken aboard for an outing included a party of New Zealand Members of Parliament who were all full of praise for the craft and seemed to thoroughly enjoy their cruise from Sibuh to Binatang.

After office hours Ling Beng Sung's fascination in boats continues at home, where he displays a keen interest in the construction of model craft. With the enjoyment he gains from boating and the transport necessities of his fast growing businesses, however, it would not be in the least surprising to see some of these models taking on life size proportions in the near future.

END.



A selection of shots taken aboard Mr. Ling Beng Sung's "Mel Tulin", which help to illustrate the unique style and performance of the boat.

Top Left: A general view of the spacious main deck lounge looking towards the wheel-house.

Top Right: A closer view of the wheel-house section with the screws at the helm.

Above: The luxury, below-deck cabin featuring full-length wall mirror and highly polished timber panelling.

Left: Mr. Ling discussing future plans with Mr. Lau Heng Su.

ExhibitsExhibits

KTS 33
ANDREW PEATTIE & CO.,
CHARTERED ACCOUNTANTS
 PUBLIC ACCOUNTANTS (MALAYSIAN)

KTS33
**Report of Andrew
 Peattie to Ling
 Beng Sung**
5th June 1971

Singapore

400 HILL ROAD
 SINGAPORE 4.
 TEL: 631744-11228
 CABLE: APCOCOM

9. 598

5th June 1971

Mr. Ling Beng Sung,
 Kong Ming Bank Bhd.,
 Sibu,
 Sarawak.

Report to Mr. Ling Beng Sung on the accounts of Kong
 Thai Sawmill (Miri) Sdn. Bhd. for the year ended 30th
 September 1967.

Balance Sheet

1. Shareholders

These remain the same as in previous year.
 See Schedule E1.

Directors

Two new Directors were appointed during
 the year:-

TING LIK HUNG in place of TING SIK TOH
 and Mr. JONATHAN BANGAU as an additional
 Director.

2. Provision for Income Tax \$1,920,000

See Schedule E3.

3. Provisions for Timber Royalty & Cess
 \$394,115.04

Unpaid Royalty for the months of July,
 August and September 1967.

Exhibits

K T S 33

Continuation Sheet

Exhibits

KTS33

Report of Andrew
Peattie to Ling
Beng Sung
5th June 1971
(continued)

4. Directors' Bonus \$112,500

This has been calculated in accordance with Minutes dated 20th January 1965. Includes a balance from 1965/66 of \$1,160.

5. Sundry Creditors \$1,704,128.76

Includes an amount of Hire Purchase Instalments Creditors of \$1,426,169.60. This would be much better shown as a deduction from the assets to which they refer. (Tractors, Trucks, etc.). Shown under sundry creditors without any note tends to be misleading. Other creditors are normal Trade Creditors.

6. Fixed Assets (See Schedule E14)

Includes a new Motor Vehicle for Sibn Office.

7. Advances \$50,000.00

This is an amount advanced to P.T. Kalimantan Sari for investment. See my report on investments.

8. Stock Logs & Store

These have been valued at the cost of production.

9. Sundry Debtors \$703,523.82

Includes the following:-

(a) Old Debtors

Chim Tai	\$4,805.95	1965/1966
Eng Kheng Hin	1,800.00	1966
Liew Sing Seng	872.46	1964
Ling Wei Sing	797.60	1965
Yii Sak Moi	250.00	1966

Exhibits

- K T S 33**
- (c) Ling Beng Siew Sdn. Bhd. \$16,562.00
 Again no interest appears to have been charged on this current account.
- (d) Ling Beng Siew Personal Current A/c
 This account is used throughout the year but is cleared before the year end so that no balance shows in the books. See Schedule E19(d). Balance at 31st August 1967 showed a debit of \$228,058.00. No interest appear to be charged to this account.
- (e) Ling Beng Siew & Co. Current A/c
 Similar remarks apply to this account. Balance at 31st August 1967 was \$338,123.82 debit. Again no interest appears to be charged to this account.
- (f) Tong Ahk Timber & Co. A/c No.1 \$162,642.26
Union Timber & Co. A/c No.1 \$138,692.74

As far as I understand them, Kong Thai Sawmill (Niri) Sdn. Bhd. bought equipment which they gave to the above companies and debited their No.1 Accounts. Repayment is to be made by deduction from amounts due to them for felling of logs. Both are logging contractors to the Company.

Profit & Loss Account Appropriation

A dividend of 10% Free of Tax was paid during the year as approved at the 3rd Annual General Meeting held on 2nd February 1967.

Exhibits

KTS33

Report of Andrew Peattie to Ling Beng Sung
 5th June 1971
 (continued)

Exhibits

K T S 33

Continuation of

Exhibits

KTS33

Report of Andrew
Peattie to Ling
Beng Sung
5th June 1971
(continued)

Profit & Loss Account

1.	Directors' Bonus	\$178,440.00
	Directors' Fees	6,000.00
	<u>Directors' Salaries</u>	<u>13,000.00</u>

All as per previous year and as approved,
and minuted.

2. Donations

See my separate report.

3. Repairs & Renewals

- Mainly for renovating Miri Office.

4. Demurrage & Despatch

This will be the subject of a separate
report.

5. Log Sales

Sales figure is shown net after having
deducted \$134,375.46 as commission due
to S.U.S. Ltd. The same remarks apply
here as made in my report on the accounts
for 1966/67.

Yours faithfully,



ExhibitsReport of Andrew Peattie to Ling Beng Sung
2nd June 1971ExhibitsKTS34
Report of Andrew
Peattie to Ling
Beng Sung
2nd June 1971

KTS 34
ANDREW PEATTIE & CO.,
CERTIFIED ACCOUNTANTS
PUBLIC ACCOUNTANTS SINCE 1967

Singapore Office

415 TRUCK LEASING ROAD,
SINGAPORE 6,
TEL: 43742/43124
CABLE: APECOON

Box 508
Sibu

2nd June 1971

Mr. Ling Beng Sung,
Kong Ming Bank Bhd.,
Sibu,
Sarawak.

Report to Mr. Ling Beng Sung on Kong Thai Sawmill
(Miri) Sdn. Bhd. accounts for the year ended 30th
September 1969.

Balance Sheet1. Share Capital Schedule B1

There were a number of share transfers
during the year and the list of present
shareholders is shown on Schedule B1.

Directors

One additional Director CHENG YEW KIEW
was appointed during the year.

2. Deposits \$1,480 Schedule B2

Includes two small amounts totalling
\$180 which should be written off.

3. Advance \$195,400.50 Schedule B3

This is for the payment of Malaysia Air
Charter Shares as approved at a Directors
Meeting on 14th February 1969.

Exhibits**K T S, 34**

Continuation Sheet 1.

Exhibits**KTS34**

**Report of Andrew
Peattie to Ling
Beng Sung
2nd June 1971
(continued)**

4. Prepayment \$12,954.49 Schedule B4

Includes deposit for Hovercraft. I understand that this firm is now in liquidation and that most of this deposit will have been written off. No authority appears to have been given at any board meeting to purchase this Hovercraft.

5. Sundry Debtors(a) Debt \$23,190 Schedule B2

Includes an amount due from Ling Beng Tung being amount due for purchase of back track shares.

(b) Trade \$31,175.15 Schedule B9

Normal Trade Debtors.

(c) Others \$3,171,397.85 Schedule B10

Includes the following:-

Investments

(i) P.T. Kalimantan Sarsl	\$ 758,037.49
Schedule B10(a)	
Saudi Agency Sdn. Bhd.	495,809.84
Schedule B10(b)	
Commercial Bank Brunei	161,462.38
Schedule B10(c)	
Singapore Building	350,000.00
(Pte) Ltd. Schedule B10(d)	
Kong Thai Lumber Sdn.	344,568.03
Schedule B10(e)	
Borneo Mining Sdn. Bhd.	5,161.10
Schedule B10(f)	
Borneo Ltd. Singapore	114,738.30
Schedule B10(g)	
Development Bank Brunei	18,478.50
Schedule B10(h)	
P.T. Endomark	19,888.00
Schedule B10(j)	
Kong Thai Glass (Pte)	433.85
Ltd. Schedule B10(k)	

ExhibitsExhibits**K T S 3 4** Continued

KTS34
Report of Andrew
Peattie to Ling
Beng Sung
2nd June 1971
(continued)

United Singapore Lumber Schedule B10(m)	\$606,600.00
Kong Chai Ply and (Pte) Ltd. Schedule B10(m)	116,649.25

See my report on investments.

It will be necessary to request the accounts of these companies before I can elucidate further. I would suggest that your lawyers be requested to demand these accounts.

(ii) Old Debts

Yew Pui Ing Now deceased	\$ 3,000.00
Ling Lee Song See report 1967/68	30,000.00
Low Chong Chuen 1968 Now left service	582.60
Ling Wei Sing Staff 1965	797.60
Yih Sak Moi Trader 1966	250.00
Chou Ko Ming Staff 1966	1,383.70

(iii) (a) T. Oyang \$3,525 Schedule B10
 (b) L.L. Jugah 9,550.
 (c) Edmund Jugah 11,406

- (a) Dividend was paid in full and no retention was made to reduce this outstanding. See previous reports.
- (b) During the year a further temporary loan was made amounting to \$25,000 paid on 30th December 1968 and repaid on January 13th, 1969. Dividend was paid in full and no retention made to reduce the outstanding. See previous reports.

ExhibitsExhibits**K T S 34**

KTS34
 Report of Andrew
 Peattie to Ling
 Beng Sung
 2nd June 1971
 (continued)

Continuation Sheet

(c) The loan increased slightly during the year. Dividend was paid in full and no retention made to reduce outstanding. See previous reports.

These latter three debts arise from the issue to them of shares which have not yet been paid for. No interest has been charged on outstanding balances. The advances made to both Linggi and Edmund were signed for by Jugah.

4. Ling Beng Hut \$100,000 Schedule B10

Amount advanced during year as approved by Minute dated 9th March 1970. Interest to be charged at 7%. No interest was charged during the year.

5. Inche Harun Ariffin \$10,000 Schedule B10R

Amount advanced as a loan during the year and later confirmed by Minute dated 9th March 1970 at a rate of 6½% interest per annum. This loan was to be repaid eighteen months after loan was made (3.3.69) by monthly instalments of \$400 per month. No interest was charged during the year.

6. Ling Beng Siong Current Account

The above drew a sum of \$15,000 at the beginning of each month. Dividend was credited during the year and balance was cleared by cheque before the year end. No interest has been charged on this account.

No. 2 Account

A further sum of \$440,706.05 was advanced on December 24th, 1968 and repaid on January 6th, 1970.

Exhibits

K T S 34

Continued

Exhibits

KTS34

Report of Andrew
Peattie to Ling
Beng Sung
2nd June 1971
(continued)

Ling Beng Siew & Co. Current Account
Schedule B32(a)

The balance on this account at 30th September 1969 of \$301,201.11 was transferred to Directors' Bonus Account as an advance.

7. Aurora Hotel Schedule B11(a)

Further cash sums were advanced during the year amounting to approximately \$400,000.00. No authority for these advances has been seen and no interest has been charged. See under Schedule B15.

8. Malaysia Daily News Sdn. Bhd. \$21,505.67

Shares to the value of \$150,000 were received during this year leaving the balance on their account at \$21,505.67 being payments made for equipment supplied to them. No interest has been charged.

9. Fixed Assets Schedule B14

Harjay Malaysia \$505,697.62 Schedule B14(v)

This has been described as Dato Ling Beng Siew's personal luxury yacht and is one of the items under dispute by you.

Land & Buildings Addition \$1,801.35

This was electrical installation at Green Road, Kuching. This house is occupied free of charge by Mr. Cheng Yew Kiew, one of the directors.

10. Aurora Hotel \$2,014,861.00 Schedule B15

This showed a loss of \$172,935.75 for the current year.

Markup for Bar appears to be only 50% on purchase price.

Net profit is only 20% on purchase price.

Exhibits**K T S 34**

Continued

Exhibits

KTS34
 Report of Andrew
 Peattie to Ling
 Beng Sung
 2nd June 1971
 (continued)

Dining Room showed the largest loss at \$31,896.95.

Travelling and Transport amounted to \$15,267.32. No details were available.

A further three cars were bought during the year.

Nisson Glorier Estate	KA 8566
- do - 2000 c.c.	KA 9455
Holden Special	KA 2104

We would suggest that a further investigation be made of the Aurora Hotel accounts and if possible, obtain accounts from previous years. If the Hotel is to continue making losses, it is obviously not a good investment for the Company to own.

11. Investment Account

An investment of \$140,000 in Malaysian Daily News was made during the year in accordance with a Minute dated 14th February 1969.

Sale of \$8,000.00 of Hock Thai Finance shares to the undernoted was made during the year. Was not approved by Minute until 9th March 1970.

Ling Beng Thuang	2,000
Cheng Hio Kiong	2,000
Ting Eng Yee	2,000
Lau Hui Kang	2,000

12. Proposed Dividend \$408,000 Schedule B20.

This was subsequently approved at the 6th A.G.M. held on 9th March 1970.

13. Directors' Bonus \$387,290.00 Schedule B22

Prepared in accordance with Minute dated 20th January 1965.

The Balance of Ling Beng Siew & Co.'s current account at 30th September 1969 was transferred to this account and shown as an advance of bonus to Ling Beng Siew. The amount was \$301,202.11.

Exhibits

K T S 34

Continuation of

Exhibits

KTS34

Report of Andrew
Peattie to Ling
Beng Sung
2nd June 1971
(continued)

14. Trade Creditors \$525,064.47 Schedule B25Pan Sarawak Co. Sdn. Bhd.

The purchases from this Company exceeded \$100,000 during the year. I understand that some of the Directors of this Company have an interest (undisclosed) in the Pan Sarawak Co. Sdn. Bhd.

Sundry Creditors

Apart from an amount of \$5,855.91 this amount is for Hire Purchase Outstanding and would be better shown as such as a deduction from the assets. See my previous report.

Profit & Loss Account1. Sales of Logs \$18,754,694.10 Schedule L1

Sales figure is shown net after a deduction of commission paid to S.U.S. Ltd. of \$211,765.77.

Contract Prices are shown in Schedule L1(A) and should be compared with current market prices ruling at that date.

Cost of Production of Logs

This has increased during the year from \$44.46 in 1967/68 to \$48.97 during 1968/69. Production decreased from 177,119 tons to 152,680 tons.

2. Shipping Commission Despatch & Demurrage Schedule L3

This will be reported on separately.

3. Insurance Commission \$12,063.59 Schedule L4

All received from A.F.I.A.

Exhibits

K T S 34

Continuation of

Exhibits

KTS34

Report of Andrew
Peattie to Ling
Beng Sung
2nd June 1971
(continued)

4. Interest Account

Includes interest on Fixed Deposit with
Chartered Bank.

Also include interest received from
Development Bank Bhd. and Commercial Bank
Ltd. being advance made to the latter
Companies by the Company.

Directors' Bonus \$387,290.00 Schedule L7
Directors' Remuneration 24,600.00 Schedule I8

Both in accordance with minute dated 20th
January 1965.

See Report under Balance Sheet paragraph 13.

6. Donations

See my Report dated 21st January 1971

7. Entertaining \$108,523.95

See Schedule L11(B) which is self explanatory.
Includes the following in Sibul:-

(a) Ling Deng Siew Residence	\$2,194.80
(b) Chicken and Oranges for Guests	267.80
(c) Whisky and Champagne Gift from Ling Deng Siew to various schools	689.48
(d) Ting Lik Hung	1,011.50
(e) Borjaya Malaysia	3,225.50
(f) Xmas and New Year Gifts to Workers	566.45

Includes the following at Miri:-

(a) Set of Golf Clubs	1,150.00
(b) Party for Minister of Youth & Culture Ling Beng Siong	2,318.30
(c) New Year Party at Company	5,366.80
(d) Xmas and Hari Raya	712.60

Exhibits

K T S 34

Includes the following at Kuching

- | | | |
|-----|--|-------------|
| (a) | Deputy Prime Minister
Party (Malaysia) | \$ 3,447.57 |
| (b) | Remainder mostly Aurora
Hotel monthly bills for
Ling Beng Siew and Ling
Beng Siang. | |

Includes the following at Singapore

- | | | |
|-----|---------------------------------------|-------------|
| (a) | Party for Tunku Abdul
Rahman | \$ 1,326.85 |
| (b) | Volley Ball Championship
in Penang | 2,477.60 |
| (c) | Remainder mainly night
club bills | |

I have seen no computation for Income Tax for this year so am unable to state how much has been disallowed.

8. Property Maintenance & Expenses
Schedule L11C

Includes an amount of \$1,161.80 for expenses for house at Green Road, Kuching, occupied by Chong Yiew Kiew one of the Company's Directors. No rent is paid.

9. General Expenses \$14,883.01 Schedule L11E

Includes the following items:-

- | | | |
|-----|--|-------------|
| (a) | Survey of Tensei Maru | \$ 1,746.00 |
| (b) | Mining Survey | 945.30 |
| (c) | Analysis of Silica | 540.00 |
| (d) | Analysis of Glass Sample | 950.00 |
| (e) | Repairing Govt. Vehicle
due to accident | 4,134.38 |
| (f) | Antimony Survey | 590.55 |

Exhibits

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Report of Andrew
Peattie to Ling
Beng Sung
2nd June 1971
(continued)

Exhibits

K T S 34

Exhibits

KTS34

Report of Andrew
Peattie to Ling
Beng Sung
2nd June 1971
(continued)

Continuation of

10. Telephone \$24,351.73 Schedule L11E

Includes the following:-

Kong Chee Ong, P.A. to Directors	\$ 669.98
Ling Beng Siew Residence	1,587.40
Berjaya Malaysia	549.07
Singapore	4,920.50
Ling Beng Siew Residence Kuching	2,007.90

11. Travelling Expenses

Includes the following:-

Ling Beng Siew Schedule L11G(1)

Night Clubs in Singapore	\$ 27,855.84
Night Clubs in Hong Kong, Taipei, Japan, London, etc.	\$46,778.60
charged to Company	23,389.30
Other Travelling Expenses	<u>87,137.93</u>
	\$128,389.07
	=====

Ling Beng Siew Schedule L11G(2)

Includes trips to Hong Kong,
Taipei, Kuala Lumpur, etc. \$ 19,128.67

Dato Ling Beng Siew's Family Schedule L11G(3)

Various amounts totalling \$14,389.64 appear
to be for members of Ling Beng Siew's Family
as detailed in Schedule.

12. Office Car Maintenance

Cars Maintained are as follows:-

KA 7000	Car in Kuching.
S 3456	Ling Beng Siew in Sibu.
M 4000	Miri Office Car.
S 1662	Chen Song Seng - Chief Accountant.

Exhibits

KTS 34

SV 2144 Singapore Car
S 6283 Tind Ka Hiong's Motor Boat.

13. Motor Launch Running Expenses \$323,834.52
Schedule L13

Included in this is an amount of \$189,027.80
(including depreciation of \$126,424.00) being
running expenses for M.V. Berjaya Malaysia.

14. Salaries & Allowances

We have detailed these in full in order that
you may examine the personnel employed by the
Company.

The remainder of the schedules are self explanatory
but should you require any further information, I shall
be happy to supply the same if available to me.

Exhibits

KTS34

Report of Andrew
Peattie to Ling
Beng Sung
2nd June 1971
(continued)

Exhibits

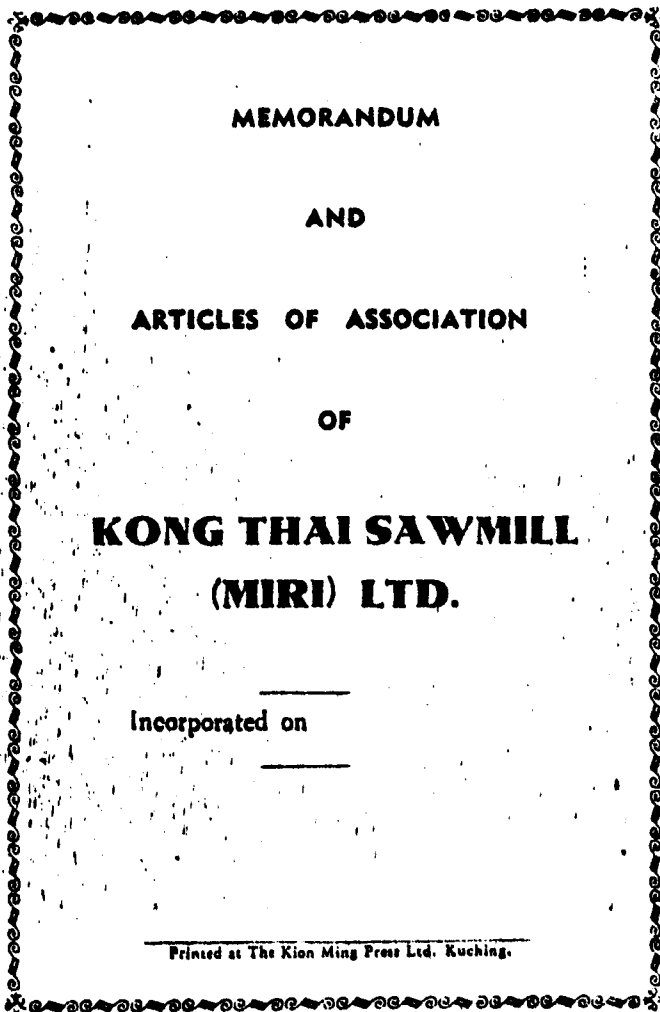
Memorandum and Articles of Association of Kong Thai Sawmill (Miri) Sdn. Bhd.

Exhibits

KTS35

Memorandum
and Articles of
Association of
Kong Thai
Sawmill (Miri)
Sdn. Bhd.

K T S 3 5



Exhibits

K T S 3 5

No.

**SARAWAK
COMPANIES ORDINANCE CAP. 65.
(Private Company)**

CERTIFICATE OF INCORPORATION

I HEREBY CERTIFY that "KONG THAI SAWMILL (MIRI) LIMITED" is this day incorporated under the Companies Ordinance Cap. 65.

Given under my hand, at Kuching, Sarawak. the
day of , 19

(Signed) TAN YAM THONG
Registrar of Companies,
Sarawak.



Exhibits

**KTS35
Memorandum
and Articles of
Association of
Kong Thai
Sawmill (Miri)
Sdn. Bhd.
(continued)**

Exhibits

Exhibits

KTS35

Memorandum
and Articles of
Association of
Kong Thai
Sawmill (Miri)
Sdn. Bhd.
(continued)

K T S 3 5

The Companies OrdinanceCOMPANY LIMITED BY SHARESMEMORANDUM OF ASSOCIATION

OF

KONG THAI SAWMILL (MIRI) LIMITED.

1. The name of the Company is "KONG THAI SAWMILL (MIRI) LIMITED". Name
2. The registered office of the company will be situated in Miri, Sarawak. Office.
3. The objects for which the Company is established are: - Object.
 - (a) To carry on business as sawmill proprietors and timber growers, veneer manufacturers, moulding manufacturers, plywood manufacturers, woodworkers and timber merchants, and to buy, sell manufacture, exchange, import, export, manipulate, grow, prepare for market, repair, alter and deal in timber, wood and plywood of all kinds in the manufacture and deal in articles of all kinds in the manufacture of which timber, wood or plywood of all kind is used.
 - (b) To carry on business as rice mill proprietors and mill proprietors of all kinds of tropical and jungle products including coconut oil, illipenuts, sago and to collect, plant, cultivate, grow and to prepare for market, import and export the same.
 - (c) To carry on the business of importers, exporters, factors, warehousemen of and dealers in rice, maize, sugar, rubber, pepper, sago flour, sago flake damar, rattan, edible birds' nest, copra, coconut, illipenut, coconut oil, illipenut oil, tea, coffee, jelutong and other kinds of produce of the soil and of the sea and to collect, plant, cultivate, grow and process the same.

Exhibits**K T S 3 5**Exhibits

KTS35
Memorandum
and Articles of
Association of
Kong Thai
Sawmill (Miri)
Sdn. Bhd.
(continued)

- (d) To carry on the business of carriers by land and sea, forwarding agents, insurance agents, estate and property agents, general commission agents, shipping agents, air service agents, tourist agents, ship-owners, ship-builders, ship-brokers, freight and passage brokers, barge-owners, lightermen, labour suppliers, hotel keepers, lodging house and restaurant keepers, general stores keepers, warehousemen and wharfingers.
- (e) To carry on business of importers, exporters of and dealers in every kind of fertilizer, foodstuff for human or animal consumption, produce of the sea and the land, hardware, earthen ware, glass ware, porcelain ware, cutlery, crockery, textile, timber, house building material, furniture, household and office equipment, paper, stationery, benzine, oil, fat, wax, tallow, paint, drug, chemical, medicine, soap, candle, machinery, rolling stock, livestock, poultry, meat, fish liquor, aerated or mineral water, tobacco, cigarette, electrical goods and apparatus, radio, refrigerator, ice, stones for the use of ships, mines and estates, vehicle, cycle, component parts and accessories for use thereof, instrument, tool, implement, leather, rubber, goods partly or wholly made of leather, rubber and other materials, general merchandise and to do all kinds of work in connection therewith so as to enhance the scope of the business of the Company.
- (f) To carry on the business of importers, exporters, producers, growers, planters, cultivators, agents, brokers, factors of and dealers in produce of the soil and of the sea of every description and to produce, manufacture and refine anything therefrom and to do anything connected therewith.
- (g) To purchase or otherwise acquire for investment or resale, and to traffic in lands, houses, buildings, plantations, and immoveable property of any tenure or any interest

Exhibits**K T S 35**Exhibits

KTS35
Memorandum
and Articles of
Association of
Kong Thai
Sawmill (Miri)
Sdn. Bhd.
(continued)

therein, and any moveable property of any description or any interest therein, and to create, sell and deal in freehold and leasehold ground rents and generally to acquire, deal in, traffic by way of sale, lease, exchange or otherwise with property of every description, whether immovable or moveable, real or personal and whether for valuable consideration or not.

- (h) To carry on the business of building contractors, reinforced concrete specialists and civil sanitary and mechanical engineers and to construct, build, execute, carry out, equip, improve, work, develop, manage control, repair, clean, renovate, decorate, demolish, alter and maintain all kinds of buildings, houses, structures, roads, lands, railways, tramways, docks, piers, wharves, bridges, canals, waterways, aqueducts, reservoirs, pipelines, quarries embankments, drainage, sewerage, water, gas, electric light and all other kinds of works.
- (i) To develop and turn to account any land acquired by or in which the Company is interested, and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining furnishing up and improving building and by planting, paving, draining, farming cultivating, letting on building lease or building agreement, and by advancing money to and entering into contracts and arrangements of all kinds with builders tenants and others.
- (j) To construct, maintain, develop, work, manage and control any hotels, clubs, restaurants, baths, boarding houses, theatres, music halls, cinematograph theatres, concert rooms, and other places of amusement, pleasure grounds, parks, gardens, reading rooms, and other places of entertainment and to contribute or otherwise assist to take part in the construction, maintenance, development, working, control and management thereof.

Exhibits

KTS 35

Exhibits

KTS35

Memorandum
and Articles of
Association of
Kong Thai
Sawmill (Miri)
Sdn. Bhd.
(continued)

- (k) To purchase, acquire, hold, sell and deal in shares, stocks, debentures, debenture stocks, bonds, obligations and securities issued or guaranteed by any Company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations and securities issued or guaranteed by any government, sovereign, ruler, commissioners, public body or authority, supreme, municipal, local or otherwise, in any part of the world.
- (l) To acquire any such shares, stocks, debentures, debenture stocks, bonds, obligations, or securities by original subscription, tender, purchase, exchange or otherwise, and to subscribe, for the same, either conditionally or otherwise, and to exercise and enforce all rights and powers conferred by or incident to the ownership thereof.
- (m) To carry on the business of mineral, metal, produce, and stock, share and general brokers, financier, financial agents, under writer and dealers in minerals, produce, stocks, shares, loans, annuities and securities of every description, commission agents, insurance agents, managers of or agents for estate and properties, houses and other hereditaments.
- (n) To sell and let on hire whether public or private and whether under hire-purchase agreements or otherwise any and all kinds of goods, motor vehicles, wares and merchandise and in particular, any of the articles and things mentioned or referred to herein.
- (o) Advances on all descriptions of motor vehicles and other goods, wares, and merchandise and in particular on any of the articles or things hereinbefore mentioned or referred to whether on mortgage or bill of sale or assignment and whether subject to hire-purchase agreements or otherwise and to seize, re-take, sell, dispose of or repurchase the same and generally to finance the carrying on of the hire-purchase business.

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- (p) To carry on the business of ice merchants' refrigerating, storekeepers, building contractors re-inforced concrete specialists and civil engineers and to construct, execute, carry out, equip, improve, work, develop, manage or control public works of all kinds, which expression in this Memorandum includes road, railways, tramways, docks, harbour, piers, wharves, bridges, canals, reservoirs, watercourse, aqueducts, pipelines, quarries, embankments, reclamation, drainage, sanitary improvement, sewerage, water, gas, electric light, telegraph, telephone, and power supply works, hotels, markets, warehouses and public buildings and all other works of public utility and to carry on the business of sanitary engineers and contractors, electrical engineers and contractors and to carry on general foundry work in cast iron, brass, aluminium, bronze and all other metals and alloys and to manufacture rubber mangles of all types.
- (q) To carry on any other business of any nature which may seem to the Company capable of being conveniently carried on, and to acquire and undertake the whole or any part of the business property and liabilities of any person or company possessed of property suitable for the purposes of this Company or carrying on any business which this Company is authorised to carry on.
- (r) To purchase, hire, sell, lease, construct, equip, maintain, alter, improve, repair, and use, any houses, offices, factories, buildings, works, canals, canalised water ways, docks, piers, jetties, wharves or warehouses, and railways, light railways, tramways, ropeways, or any other means of fixed mechanical transport, and any rolling stocks, plant or other material whatsoever of the same.
- (s) To acquire by subscription, purchase or otherwise, and to accept take hold and sell,

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shares or stock in any company, society, or undertaking the objects of which shall, either in whole or in part, be similar to those of the Company, or such as may be likely to promote or advance the interests of this Company.

- (t) To borrow and raise money for the Company's business in such manner as the Company shall think fit and in particular by mortgage and charge of the undertaking and all or any of the real and personal property, present or future, and all or any of the uncalled capital for the time being of the Company, and the issue at par or at a premium or discount of debentures. To obtain overdraft from any bank or banks and to give as security the Company's properties real and personal for such overdraft in such manner as the Company may think fit.
- (u) To negotiate loans of every description.
- (v) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined.
- (w) To carry on the business of capitalists, financiers, and concessionaires and to undertake, carry on and execute all kinds of financial, commercial, trading and other operations.
- (x) To enter into and carry into effect any arrangement for joint working in business, or sharing of profits, or for amalgamation, with any other Company or any partnership or person, carrying on business within the objects of the Company.
- (y) To insure with any other Company or person against losses, damages, risks, and liabilities of all kinds which may affect this Company.
- (z) To search for, prospect and locate, examine and explore mines, ground, districts and localities, supposed to contain petroleum oil.

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tin, columbite, metals or minerals, and to search for and obtain information in regard thereto, and to purchase, take on lease or concession, or otherwise acquire any interest therein, and to hold, sell, dispose of and deal with mines and mining and other rights and property supposed to contain petroleum oil, tin, columbite, metal or minerals of any kind and to work, exercise, develop, finance, and turn to account the same.

- (aa) To apply for, purchase, or otherwise acquire, any patents, trade marks, designs, brevets d'invention, licences, concessions, and the like, conferring any exclusive or non-exclusive or limited right to use any invention secret or other information which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, or grant licences in respect of or otherwise turn to account the property, rights or information so acquired and to dispose of the same in any way.
- (bb) To purchase, hire, take on lease or in exchange, build and construct upon, alter, maintain, develop or otherwise acquire or use any moveable or immoveable properties whatsoever and any rights or privileges or interests which the Company may think necessary, capable of being profitably dealt with in connection with any of the Company's business, property, or rights for the time being.
- (cc) To amalgamate or unite with or absorb into the Company any other Company or Association or business, or the members of any other Company or Association wherever formed for objects similar, analogous or subsidiary to any of the objects of the Company or carrying on any business capable

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of being conducted so as directly or indirectly to benefit the Company, and to form, establish and bring out and assist in the formation or establishment of any such Company or Association and to acquire, hold and deal in shares or interests therein.

- (dd) To pay for any property whatsoever or remunerate any person or Company for services rendered or to be rendered (including services in placing or assisting to place any shares or securities of the Company or in or about the formation or promotion of the Company or the conduct of its business) in shares (to be treated as either wholly or partly paid up) or debentures or debenture stocks of the Company or in money or partly in shares or debentures or debenture stocks and partly in money.
- (ee) To sell, lease, let on hire, reclaim, improve, work, manage, develop, mortgage, pledge, exchange, dispose of, turn to account or otherwise deal with all or any of the property and rights of the Company.
- (ff) To sell or dispose of the undertake of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other Company having objects altogether or in part similar to those of this Company.
- (gg) To promote any other Company for the purpose of acquiring all or any of the property, rights, and liabilities of the Company, or for any other purposes which may seem directly or indirectly calculated to benefit this Company.
- (hh) To lend or deposit money, securities and property to or with all such persons or corporations, and on such terms as may seem

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expedient and either with or without security.

- (ii) To give the call of shares in this or any other Company to any person or Company upon such terms and conditions and otherwise as may seem expedient.
- (jj) To issue any of the shares of the Company as fully or in part paid up and to invest or otherwise deal with the moneys of the Company in such manner as may from time to time be determined.
- (kk) To guarantee the debts and contracts customers and others and to make advances to customers, person or persons, firm, company or corporation with or without security and up to such terms as the Company may approve.
- (ll) To enter into arrangements with any Government or Authority, Supreme, Municipal, Local or otherwise or any Company or person and to obtain from any such Government or Authority all rights, concessions and privileges that seem conducive to any of the Company's objects or to any of the objects of any person, persons or corporation in whose interests the Company has authority to act.
- (mm) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance or any contracts or obligations of the Company.
- (nn) To distribute among the members in specie any property of the Company, and in particular any shares, stocks debentures, debenture stocks or securities of other companies belonging to the Company or of which the Company may have the power of disposing.

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- (oo) To establish, maintain and work agencies or branches in any part of the world in connection with the business of the Company or any part thereof.
- (pp) To procure the Company to be registered in and foreign country colony or place.
- (qq) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit the employees or ex-employees of the Company or its predecessors in business or the dependents or connection of such persons and to grant pensions, allowance, gratuities and bonuses and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition or any public, general or useful objects.
- (rr) To do all or any of above things in any part of the world, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, corporations or otherwise.
- (ss) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them or which may be conveniently carried on and done in connection therewith, or which may be calculated directly or indirectly to enhance the value of or render profitable any business or property of the Company.

AND it is hereby declared that the word "Company" in this clause shall be deemed to include any partnership or other body of persons whether incorporated or not incorporated and whether domiciled in Brunei, North Borneo, Sarawak or elsewhere and none of the sub-clauses of this clause or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or auxiliary merely to the objects mentioned in the first sub-clause of this clause the intention being that the objects specified in each sub-clause of this clause shall, except where otherwise expressed

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*one million dollars have been
fully paid up - and
the directors have power to call up
the balance at any time when they think fit.*

in such sub-clause, be independent main objects and shall be in no wise limited or restricted by reference to or inference from the terms of any other sub-clause or the name of the Company, by the Company shall have full power to exercise all or any of the powers conferred by any part of this clause in any part of the world and notwithstanding that the business undertaking property or acts proposed to be transacted, acquired, dealt with or performed do not fall within the objects of the first sub-clause of this clause.

4. The liability of the members is limited.

5. The share capital of the Company is \$3,000,000 divided into 30,000 shares of \$100 each with power for the Company to increase, sub-divide, consolidate or reduce such capital and to divide the shares forming the capital (original increased or reduced) into several classes and to attach thereto respectively any preferential, special or qualified rights, privileges or conditions as regards dividends, repayment of capital, voting or otherwise.

We, the several persons whose names, addresses and descriptions are hereunto subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, Addresses and Description of Subscribers	Number of Shares taken by each Subscriber
LING BENG SIEW, Merchant, 13, Island Road, Sibn.	1
LING BENG THUANQ, Merchant, 13, Island Road, Sibn.	1
LING BENG SIONG, Merchant, 13, Island Road, Sibn.	1
Total number of shares taken	3

Dated this

Witness to the above Signatures:

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The Companies Ordinance
A PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
KONG THAI SAWMILL (MIRI) LTD.

PRELIMINARY

1. In these presents unless there be something in the subject or context which is inconsistent therewith:—

"The Company" means "KONG THAI SAWMILL (MIRI) LIMITED."

"The Ordinance" means the Companies Ordinance 1956.

"These Presents" means the Memorandum of Association of the Company and these Articles of Association, and the regulations of the Company from time to time in force.

"The Office" means the Registered Office for the time being of the Company.

"The Seal" means the Common Seal of the Company.

"The Directors" means the Directors for the time being of the Company.

"Month" means Calendar month.

"In Writing" means written, printed or lithographed, or partly one mode and partly another.

Words importing only the singular number include the plural number and vice versa.

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Words importing only the masculine gender include the feminine gender and vice versa.

Words importing persons shall include corporations. Subject as aforesaid, any words defined in the Ordinance shall, not inconsistent with the subject or context, bear the same meaning in these presents.

2. The regulations contained in Table "A" in the First Schedule to the Ordinance shall not apply to the Company. Table "A"

3. The business of the Company may be commenced as soon after the incorporation of the Company as the Directors shall think fit and notwithstanding that part only of the shares may have been allotted. Commencement of business.

PRIVATE COMPANY

4. The Company is to be a private Company and accordingly the following provisions shall have effect namely:— Private Company.

- (a) The number of members for the time being of the Company (exclusive of persons who are for the time being in the employment of the Company, and of persons who, having been in the employment of the Company, were, while in such employment, and have continued after the determination of such employment to be, members of the Company) is not to exceed fifty, but where two or more persons hold one or more shares in the Company jointly, they shall for the purposes of this paragraph be treated as a single member.
- (b) Any invitation to the public to subscribe for any shares or debentures or debenture stocks of the Company is hereby prohibited.
- (c) The right of transfer of shares shall be restricted as hereinafter provided.

SHARES

5. The first allotment and issue of shares shall be under the control of the Directors, who may allot the same to such persons as they shall think fit. Issue of Shares

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Issue of further
shares.

6. The allotment and issue of further shares shall be under the control of the Directors, but all further shares to be issued shall be offered to the members in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of the shares to which the member is entitled and limiting a time within which the offer if not accepted will be deemed to be declined and after the expiration of such time, or on the receipt of an intimation from the member to whom such notice is given that he declines to accept the shares offered, the Directors may allot or otherwise dispose of the same to such persons and upon such terms as they think fit.

Joint holders
of shares.

7. If two or more persons are registered as joint holders of any share, they shall be severally as well as jointly liable for any call or other liability in respect of such share but any one of them may give effectual receipts for any dividends bonuses or other moneys payable in respect of such share. The first named upon the register shall, however, as regards service of notices and delivery of certificate and dividend warrants be deemed to be the sole owner of such share.

No trust
recognised.

8. Subject to the provisions of these presents the Company shall not be bound by or recognise any contingent, future, partial or equitable interest in the nature of a trust or otherwise in any shares or any interest in any fractional part of a share, or any other right in respect of any share, except an absolute right thereto in the person for the time being registered as the owner thereof.

Exercise of rights
of members.

9. No person shall exercise any rights of a member until his name shall have been entered in the register of members and he shall have paid all calls and other moneys for the time being due and payable on any share held by him.

Company's fund
not to be lent on
Company's shares.

10. No part of the funds of the Company shall be employed by the Directors of the Company in the purchase of or lent on the Company's shares.

SHARE CERTIFICATES

Registered member
entitled to share
Certificate.

11. Every registered Member shall without payment be entitled to one certificate under the seal specifying the shares held by him and the amount paid up thereon,

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provided that in the case of joint holders, the Company shall not be bound to issue more than one certificate to all the joint holders.

12. If any such certificate shall be worn out or lost, it may be renewed on such evidence being produced as the Directors shall require, and in case of wearing out on delivery up of the old certificate, and in case of loss on execution of such indemnity (if any) and in either case on payment of such sum not exceeding \$1 as the Directors may from time to time require.

New certificate may be issued.

CALLS

13. Subject to these presents all calls on shares shall be made by and at the discretion of the Directors, and shall be payable at such times and places and by instalments or otherwise as the Directors may appoint.

Directors may make calls.

14. When any call is made, twenty-one days' notice in writing, shall be sent to every person liable to pay the same, specifying the time and place of the payment and to whom such call shall be paid.

Notice of calls.

15. A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed.

When call deemed made.

16. Any members may, with the sanction of the Directors and upon such terms as to payment of dividends or interest and otherwise as the Directors determine, make payments in advance of calls.

Payment of calls in advance.

17. If before or on the day appointed for payment thereof a call payable in respect of a share is not paid, the holder for the time being of the share shall pay interest on the amount of the call at the rate of twelve per cent. per annum from the day appointed for payment thereof to the time of actual payment.

Interest of unpaid call.

18. Any sum which by the terms of allotment of a share is made payable upon allotment or any fixed date shall for all purposes of these presents be deemed to be a call duly made and payable on the date fixed for payment and in case of non-payment the provisions of these presents as to payment of interest and expenses, forfeiture and the like, and all other relevant provisions of these presents, shall apply as if such sum were a call duly made and notified as hereby provided.

Sum payable on allotment deemed a call.

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FORFEITURE OF SHARES

Notice to be given
of intended
forfeiture.

19. Whenever the whole or any part of any call shall not have been paid on or before the day appointed for the payment thereof, the Directors may at any time thereafter, during such time as the call or any part thereof remains unpaid, send a notice requiring payment by a specified day, and at the place where the calls of the Company are usually made payable of such call, or such part thereof as remains unpaid, together with interest at 12 per cent. per annum and any expenses that may have accrued by reason of such non-payment; such notice shall state that, in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call was made will be liable to be forfeited without further notice.

On non-compliance
with notice shares
forfeited on resolution
of Directors.

20. If the requisitions of any such notice shall not be complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls, interest and expenses due in respect thereof has been made, be forfeited by resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

Notice of forfeiture
to be given and
entered in register
of members.

21. When any share has been forfeited in accordance with these presents notice of the forfeiture shall forthwith be given to the holder of the share, and an entry of such notice having been given, and of the forfeiture with the date thereof shall forthwith be made in the Register of Members opposite to the share; but the provisions of this Article are directory only, and no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.

Shares forfeited
belong to company.

22. Every share which shall be forfeited shall thereupon become the property of the Company, and may be either sold, or re-allotted, or otherwise disposed of either to the person who was before the forfeiture the holder thereof or entitled there to, or to any member, upon such terms and in such manner as the Directors shall think fit.

Reversion of
forfeiture

23. Until any share so forfeited shall be sold, re-allotted or otherwise disposed of, the forfeiture thereof may at the discretion and by resolution of the Directors be re-mitted on such terms as the Directors may think fit.

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24. Notwithstanding any such forfeiture as aforesaid, all monies which were owing at the time of forfeiture, whether for any call interest or expenses and all interest and expenses to accrue in respect of such call after such forfeiture shall continue to be due from the person who was liable to pay the same at the time of forfeiture or his representatives.

Calls and expenses recoverable after forfeiture.

25. The forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the share, and all other rights and liabilities incidental to the share as between the Shareholder whose share is forfeited and the Company, except only such of those rights and liabilities as are by these presents expressly saved, or as are by the Ordinance given or imposed in the case of past members.

Consequences of forfeiture.

26. Upon any sale or disposal after forfeiture or in purported exercise of the power, hereinafter contained for exercising a lien, the Directors may cause the Purchaser's name to be entered in the Register in respect of the shares sold, and the Purchaser shall not be bound to see to the regularity of the proceedings, or to the application of the purchase money; and after his name has been entered in the Register the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

Title to forfeited share.

LIEN ON SHARES

27. The Company shall have a first and paramount lien upon all the share registered in the name of each member (whether solely or jointly with others) for all calls upon such shares and also for all debts, obligations, engagements and liabilities of such members solely or jointly with any other person to or with the Company whether the period for the payment, fulfilment or discharge thereof shall have actually arrived or not.

Paramount lien.

28. For the purpose of enforcing such lien the Directors may sell the shares subject thereto to any person, but no sale shall be made until the time for such payment, fulfilment or discharge as aforesaid shall have arrived, and notice in writing of the intention to sell shall have been

Enforcement of lien.

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served on such member holding the shares or his representatives and default shall have been made by him or them in payment, fulfilment or discharge of such debt, liabilities or engagements for fourteen days after such notice.

Proceeds of sale.

29. Upon any sale being made by the Directors of any shares to satisfy the lien of the Company thereon the proceeds shall be applied first in the payment of all costs of such sale, next in satisfaction of the debt, obligation, engagement or liability of the member to the Company and the residue, if any, shall be paid to the said member or as he shall direct.

TRANSFER AND TRANSMISSION OF SHARES

Restriction on transfer

30. A share may be transferred by the member or other person entitled to transfer to any member, but save as aforesaid and save as provided by articles 33 and 34 hereof, no share shall be transferred to any person, who is not a member, so long as any member is willing to purchase the same at fair value.

Notice to Company of desire to sell.

31. Except where the transfer is made to a member or pursuant to articles 33 and 34 hereof, the person proposing to transfer any share (hereinafter called the proposing transferor) shall give notice in writing (hereinafter called the transfer notice) to the Company that he desires to transfer the same. Such notice shall specify the sum he fixes as the fair value, and shall constitute the Company his agent for the sale of the share to any member of the Company at the price so fixed, or at the option of the purchaser, at the fair value to be fixed by two arbitrators, both of whom shall be members of the Company, one to be appointed by each of the parties difference.

The transfer notice shall not be revocable except with the sanction of the Directors.

Members' rights of pre-emption.

32. If the Company shall within the space of 14 days after being served with such notice find a member (hereinafter called the purchasing member) willing to purchase the share and shall give notice to the proposing transferor, he shall be bound upon payment of fair value, to transfer to the purchasing member.

Liberty to sell shares not taken by members.

33. If the Company shall not within the space of 14 days aforesaid find a member willing to purchase the

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share and give notice in manner aforesaid, the proposing transferor shall at any time within two months afterwards be at liberty to sell and transfer the share to any person at any price.

34. Any share of a deceased member may be transferred by his executors or administrators to the person or persons, if more than one, jointly, who shall be entitled to the same under the will or upon the intestacy of the deceased member.

Transmission.

35. Every transfer must be in writing and in the usual common form and must be left at the office of the Company, accompanied by the certificates of the shares to be transferred, and such other evidence (if any) as the Directors may require to prove the title of the intending transferor, and such transfer shall be executed both by the transferor, and the transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register of Members in respect thereof.

Transfers to be in writing.

36. The Directors may, in their discretion, refuse to register the transfer of any share not fully paid up or on which the Company has a lien.

Directors may refuse to register.

37. Such fee, not exceeding one dollar for each transfer, as the Directors may from time to time determine may be charged for registration of a transfer.

Transfer fee.

38. The register of members shall be closed at such times and for such period as the Directors may from time to time determine, provided always that it shall not be closed for more than thirty days in a year.

Register of Members may be closed.

ALTERATION OF CAPITAL.

39. The Company may, from time to time, if all the shares for the time being authorised shall have been issued, by Special Resolution increase its capital by the creation and issue of new shares, which shall be held under the same conditions as if they had been part of the original capital.

Increase of Capital

40. The Company may, by Special Resolution, from time to time, so modify the conditions contained in the Memorandum of Association as to sub-divide or consolidate the shares in the Company into shares of smaller

Sub-division, etc., of shares

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or larger nominal amount than is fixed by the Memorandum of Association or reduce its capital in any manner authorised by the Ordinance.

BORROWING POWERS

Power to borrow. 41. The Directors may from time to time, subject to the provisions hereof raise or borrow for the purposes of the Company such sums of money as they may think proper.

GENERAL MEETING

General Meeting. 42. The provision of Section 112 of the Companies Ordinance, 1956, does not apply to this Company.

Ordinary General Meetings. 43. Ordinary General Meetings of the Company shall be held once in every subsequent year at such time (not being more than 15 months after the last preceding General Meeting) and place as may be determined by the Directors.

Directors may call Extraordinary Meeting. 44. The Directors may call an Extraordinary General Meeting of the Company whenever they think fit,

Members may requisition Directors to call Extraordinary Meeting. 45. The Directors shall call an Extraordinary General Meeting of the Company whenever a requisition in writing signed by members of the Company holding in aggregate not less than one-tenth in amount of the issued capital of the Company upon which all calls or other sums then due shall have been paid up, and stating fully the objects of the meeting, shall be deposited at the office of the Company.

If Directors neglect to call Meeting requisitionists may call it 46. If the Directors do not proceed to cause a meeting to be held within twenty-one days after such deposit, the requisitionists, or a majority of them in value, or any other members holding the required amount of capital, may themselves convene an Extraordinary General Meeting for the business described in the requisition, to be held at such time, within three months from the date of such deposit, and at such place as they think fit.

Directors to not convene. 47. If at any such meeting a resolution requiring confirmation at another meeting is passed, the Directors

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shall forthwith then convene a further Extraordinary Meeting for the purpose of considering the resolution and if thought fit of confirming it as a Special Resolution, and if the Directors do not convene such further meeting within seven days from the date of the passing of the first resolution the requisitionists or a majority of them in value may themselves convene the meeting. All meetings convened by the requisitionists under this and the preceding Article shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by Directors.

confirmatory
meeting or
requisitionists
may call it in
case of neglect.

48. Seven days notice at the least, specifying the place, the day and the hour of meeting and in the case of special business, the general nature of such business, shall be given in manner hereafter mentioned to the members entitled to be present at such meeting; but the accidental omission to give such notice to or the non-receipt of such notice by any member shall not invalidate any resolution passed or the proceedings at any such meeting.

Notice of
Meeting.

49. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and all that is transacted at an Ordinary General Meeting shall also be deemed special, with the exception of sanctioning a dividend, the consideration of the accounts and balance sheets, and the ordinary reports of the Directors and Auditors and the election of Directors and other officers in the place of those retiring by rotation.

Special
business.

50. Any member entitled to be present and vote at a meeting or his proxy may submit any resolution to any General Meeting, provided that at least for the prescribed time before the day appointed for the meeting he shall have served upon the Company a notice in writing by him containing the proposed resolution, and stating his intention to submit the same. The prescribed time above-mentioned shall be such that, between the date that the notice is served and the day appointed for the meetings, there shall be not less than seven nor more than fourteen intervening days.

Members may
submit resolution
to meeting on
giving notice
to Company.

51. Upon receipt of any such notice as in the last preceding Article mentioned, the Secretary shall include in the notice of the Meeting, in any case where the notice of intention is received before the notice of the Meeting

Secretary to
give notice to
members.

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is issued, and shall in any other case issue as quickly as possible to the Members notice that such resolution will be proposed.

PROCEEDINGS AT GENERAL MEETINGS

No business to be transacted unless quorum present.

52. One-half of the shareholders present in person or by proxy shall form a quorum. No business shall be transacted at General Meeting unless a quorum is present when the meeting proceeds to business.

If quorum not present meeting adjourned or dissolved.

53. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present whatever their number shall be a quorum.

Notice of adjournment to be given.

54. The Chairman, with the consent of any meeting at which a quorum is present may adjourn the meeting from time to time and from place to place, as the meeting shall determine. Whenever a meeting is adjourned for ten days or more notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid the members shall not be entitled to any notice of the adjournment of the business to be transacted at an adjourned meeting. No business shall be transacted at an adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place.

Chairman of Board to preside at all meetings.

55. The Chairman (if any) of the Directors shall preside at every General Meeting, but if there be no such Chairman, or if at any meeting, he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to act as Chairman, the members present shall choose a Director, or if no Director be present, or if all the Directors present decline to take the Chair, they shall choose from members present to be Chairman of the meeting.

How resolution decided.

VOTES AT GENERAL MEETING

56. At a General Meeting every resolution shall be decided on a show of hands by a majority of the members,

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present in person or by proxy and entitled to vote, unless before or upon the declaration of the result of the show of hands, a poll be demanded by at least two members present in person or by proxy and entitled to vote and unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has been carried by a particular majority, or lost, shall be conclusive, and an entry to that effect in the minute book of the Company shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour of or against such resolution.

57. If a poll be demanded in manner aforesaid it shall be taken at such meeting at which the poll is demanded without adjournment.

Poll to be taken
at meeting.

58. No poll shall be demanded on the election of a Chairman of a meeting or on any question of adjournment.

No poll in certain
cases.

59. In the case of an equality of votes, either on a show of hands, or at the poll, the Chairman of the meeting shall be entitled to a further or casting vote.

Chairman to have
casting vote.

60. On a show of hands every member shall have one vote only. In case of a poll every member shall have one vote for every share.

Yes.

61. If any member be of unsound mind he may vote by his committee or other legal curator, and such last mentioned persons may give their vote either personally or by proxy. If any member be a minor, he may vote by his guardian or one of his guardians, who may give their vote personally or by proxy.

Votes of lunatic
member.

62. Save as herein expressly provided, no person other than a member duly registered and who shall have paid everything for the time being due from him and payable of the Company in respect of his shares shall be entitled to be present or to vote on any question either personally or by proxy at any General Meeting and no member shall be entitled to vote at any General Meeting held after the Statutory Meeting in respect of any share that he has acquired by transfer, unless the transfer of the share in respect of which he claims to vote shall have been left with the Company for registration at least fourteen days previously to the time holding the meeting at which he proposes to vote and shall have been registered.

Member only
entitled to vote if
transfer registered
fourteen days
before meeting.

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Instrument appointing proxy to be in writing.

63. Votes may be given either personally or by proxy. The instrument appointing a proxy shall be in writing under the hand of the appointer.

Instrument appointing proxy to be left at Company's Office.

64. The instrument appointing a proxy shall be deposited at the office at least forty-eight hours before the time appointed for holding the meeting at which the person named in such instrument proposes to vote, otherwise the person so named shall not be entitled to vote in respect thereof.

When vote by proxy valid though authority revoked.

65. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy or transfer of the share in respect of which the vote is given, provided that no notice in writing of the death, or revocation or transfer shall have been received at the office one hour at least before the time fixed for holding the meeting.

DIRECTORS

Number of Directors.

66. Until otherwise determined by a General Meeting, the number of Directors shall not be less than two or more than twenty. The first Directors of the Company shall be Messrs. Ling Beng Siew, Ling Beng Thuang and Ling Beng Siong and those who will be co-opted during the first year.

Director's Qualification

67. The qualification of a Director shall be the holding alone of the share or such other number as may from time to time be determined in General Meeting.

Director's remuneration.

68. The remuneration of Directors other than the Managing Director shall be such sums as may from time to time be decided in General Meeting. All such sums shall be divided amongst the Directors as they shall determine.

Office of Director vacated in certain cases.

69. The office of a Director shall be vacated:—

- (a) If he ceases to hold the required qualification.
- (b) If a receiving order is made against him or he makes any arrangement or composition with his creditors.
- (c) If he is found to be a lunatic or becomes of unsound mind.

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- (d) If he absents himself from the meetings of the Directors during a continuous period of six months without special leave of absence from the Director, and they pass a resolution that he has by reason of such absence vacated office.

- (e) If by notice in writing he resigns his office.

70. A Director may at any time give two months' notice in writing to the Company of his desire to resign and such resignation shall take effect upon the expiration of such notice.

Directors may resign on giving notice.

POWERS OF DIRECTORS

71. The business of the Company shall be managed by the Directors in such manner as they think fit, and they may exercise all such powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company not being powers or acts which are expressly required by the Ordinance or by these presents to be exercised or done by the Company in General Meeting, subject nevertheless to any regulations, to these presents, to the provisions of the Ordinance, and to such regulations being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Company in General Meeting provided that no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

Business of Company to be managed by Directors.

72. The continuing Directors may act notwithstanding any vacancy in the their body; provided always that in case the Directors shall at any time be reduced in number to less than two it shall be lawful for the remaining Director to act as Director for the purpose of filling up vacancies in the Board, but not for any other purpose.

Directors may act notwithstanding vacancies, but only fill vacancies if less than two.

73. The Directors may from time to time by resolution appoint a temporary substitute for the Secretary, and any person so appointed shall for the purpose of these presents be deemed during the term of his appointment to be Secretary. Messrs. Peter G.P. Chew & Co. shall be the first Secretary of the Company.

Directors may appoint substitute for Secretary.

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Directors may
 appoint Managing
 Director.

74. The Directors may from time to time appoint one or more of their body to be the Managing Director or Managing Directors, for such period and upon such terms as they think fit, and may from time to time remove him or them from office, and appoint another or others in his or their place or places. The remuneration of a Managing Director may be by way of salary or commission or participation in profits or by any all those modes.

What provisions
 Managing Director
 will be subject to.

75. A Managing Director shall be subject to the same provisions as to resignation and removal as the other Directors of the Company, and if he ceases to hold the office of Director he shall ipso facto immediately cease to be a Managing Director.

Directors may
 delegate powers.

76. The Directors may delegate any of their powers, other than the powers to borrow and make calls, to the Managing Director or to committees consisting of such members of their body as they think fit. The Managing Director or any committee so formed shall in the exercise of the power so delegated conform to any regulations that may be imposed upon them by the Directors.

Directors may
 appoint attorney.

77. The Directors may from time to time by power of attorney under the Company's seal appoint any person or persons to be attorney or attorneys of the Company for such purposes and with such powers authorities and discretion not exceeding those vested in or exercisable by the Directors and for such period and subject to such conditions as the Directors may think fit and may at any time revoke any such power of attorney.

Director may
 contract with
 Company.

78. A Director may contract with and be interested in any contract made with the Company, and shall not be liable to account for any profit made by him by reason of any such contract, provided that the precise nature of the interest of the Director in such contract be declared to the Board at the time to same is entered into; but no Director shall vote in respect of any contract or arrangement in which he shall be interested.

Director may hold
 other office.

79. A Director may hold any other office under the Company (other than that of an Auditor) in conjunction with his office of Director.

All acts done by
 Directors to be
 valid.

80. All acts done *bona fide* by the Directors, or by a Committee of Directors, or by any person acting as a Director, shall notwithstanding it be afterwards discovered

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that there was some defect in the appointment of any such Director, or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every person had been duly appointed and was qualified to be a Director.

81. The Company may from time to time in General Meeting increase or reduce the number of Directors.

Number of Directors may be increased or reduced.

82. If the number of Directors shall at any time be less than the maximum number hereinbefore mentioned, the vacancies may be filled up by the the Directors, but any person so chosen shall retain his office only until the next following Ordinary General Meeting of the Company, any shall then be eligible for re-election.

Casual vacancy in Board to be filled by Directors.

83. The Company may by Extraordinary Resolution remove any Director before the expiration of his period of office, and may by an Ordinary Resolution appoint another member in his stead; but any person so appointed shall retain his office only until the next following Ordinary General Meeting of the Company, and shall then be eligible for re-election.

Directors may be removed by Extraordinary Resolution.

84. The Directors shall be elected annually at the Annual General Meeting. The retiring Director shall be eligible for re-election.

Term of Office

PROCEEDING OF DIRECTORS

85. The Directors or any Committee of Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meeting as they think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined, two shall be a quorum.

Meeting of Directors' Quorum.

86. Questions arising at any meeting shall be decided by a majority of votes of the Directors present; each Director having one vote.

How Resolution decided.

87. In case of an equality of votes the Chairman shall have a second or casting vote.

Casting vote of Chairman

88. A resolution in writing signed by all Directors shall be as valid and effectual as if it had been passed at a meeting of Directors duly called and constituted.

Resolution in writing.

89. At the request of any Director, the Secretary shall summon a meeting of the Directors by notice served upon the several Directors.

Director may call meeting of board

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Directors may
 elect Chairman.

90. The Directors or any Committee of the Directors shall from time to time elect a Chairman who shall preside at meetings but if no such Chairman be elected, or if at any meeting the Chairman be not present within five minutes after the time appointed for holding the same, a substitute for that meeting shall be appointed by such meeting.

THE SEAL

Seal to be affixed by
 authority of resolution
 of Board and
 in the presence of
 one Director and
 Secretary.

91. The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board, and in the presence of at least one Director and of the Secretary, and the said Director and Secretary shall sign every instrument to which the seal shall be so affixed in their presence, and in favour of any purchaser or person *bona fide* dealing with the Company, such signatures shall be conclusive of the fact that the seal has been properly affixed.

MINUTES

Minutes to be
 made.

92. The Directors shall cause minutes to be duly made of all appointments of officers and the names of Directors present at each meeting of Directors or Committee of Directors and all resolutions and proceedings of General Meetings and of Meetings of Directors and Committees of Directors. And any such minutes of any meetings of the Directors or any Committee of Directors of the Company if purporting to be signed by the Chairman of such meeting or by the Chairman at the next succeeding meeting shall be receivable as *prima facie* evidence of the matters stated in such minutes.

DIVIDENDS AND RESERVE FUND

Dividend.

93. The Directors may with the sanction of a General Meeting from time to time declare a dividend, but no such dividend shall be payable except out of the net profits of the Company. Provided that when in the opinion of the Directors the profit of the Company permit they may in their discretion declare and pay interim dividends.

Reserve fund.

94. The Directors may, before recommending such dividend set aside out of the profits of the Company such sum as they think proper as reserve fund, which shall at the discretion of the Directors be applicable for meeting contingencies, for the gradual liquidation of any debt or liability of the Company, or for repairing or maintaining

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the buildings and property connected with the business of the Company, or shall with the sanction of the Company in General Meeting, be as to the whole or in part applicable for distribution by way of bonus among the members of employees of the Company for the time being, on such terms and in such manner as the Company in General Meetings shall from time to time determine, and the Directors may invest the sums from time to time set apart as a reserve fund upon such securities other than the shares of the Company, as they may select or without security, with full power to employ the assets constituting the reserve fund in the business of the Company, and without being bound to keep them separate from the other assets.

95. The Directors may deduct from any dividend payable to any member all such sums of money (if any) as may be due and payable by him to the Company on any account.

Unpaid calls and debts may be deducted from dividends.

96. Every dividend warrant shall be sent by post to the last registered address of the member entitled thereto, and the receipt of the person whose name at the date of the declaration of the dividend appears on the Register of Members as the owner or any share, or, in the case of joint holders, of the holder whose name at the date aforesaid appears first on such register, or of any person presenting a power of attorney from the holder of which the Company shall have had no notice of cancellation shall be a good discharge to the Company for all payments made in respect of such share.

Dividend warrants to be sent to members by post.

97. No unpaid dividend, bonus or interest shall bear interest as against the Company.

Unpaid dividends not to bear interest.

ACCOUNTS

98. The Directors shall cause true accounts to be kept of the sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure take place, and of assets, credits and liabilities of the Company.

Accounts to be kept.

99. The books of account shall be kept at the registered office of the Company or at such other place as the Directors think fit.

Books to be kept at office.

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Accounts and books
 may be inspected
 by members.

100. The Directors shall from time to time determine whether, in any particular case or class of cases, or generally, and at what times and places and under what conditions or regulations, the accounts and books of the Company, or any of them, shall be open to the inspection of members, and no member shall have any right of inspecting any account book or document of the Company, except as conferred by Ordinance or authorised by the Directors or by the resolution of the Company in General Meeting.

Yearly account
 and balance sheet.

101. Once at least in every year the Directors shall lay before the Company in General Meeting a profit and loss account and a balance sheet containing a summary of the property and liabilities of the Company made up to a date not more than six months before such meeting. Every such account and balance sheet shall be accompanied by a report of the Directors.

AUDIT

Audit.

102. Once at least in every year the account of the Company shall be examined, and the correctness of the profit and loss account and balance sheet ascertained by one or more Auditor or Auditors, and the provisions of Sections 125, 126, 127 and 129 of the Ordinance, and any modification or re-enactment thereof for the time being in force in regard to Audit and auditors shall be observed. Until otherwise determined by the General Meeting, Mr. Peter G.P. Chew shall be the Auditor of the Company.

How notices to
 be served on
 members.

103. Any notice or other document may be served by the Company upon any member either personally or by sending it through the post in a prepaid letter addressed to such member at his registered place of address.

Address for service
 of members

104. Each Member shall from time to time, notify in writing to the Company some place which shall be deemed his registered place of address within the meaning of the last preceding clause.

Where no address.

105. As regards members who have no registered address a notice posted up in the office shall be deemed to be duly served on them at the expiration of 24 hours after it is so posted up.

Where notice may
 be given by
 advertisement.

106. Any notice required to be given by the Company to the members or any of them and not expressly provided for

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by these presents shall be sufficiently given if given by advertisement, and any notice required to be or which may be given by advertisement shall be advertised thrice in one Sabu daily newspaper.

107. Any notice sent by post shall be deemed to have been served on the day after the envelope or wrapper containing the same is posted, and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and put in the post office or box.

When notice by post deemed to be served.

108. Any person who, by operation of law, transfer or other means whatsoever, shall become entitled to any share shall be bound by every notice in respect of such share which previous to his name and address being entered in the register shall be duly given to the person from whom he derives his title to such share.

Transferee to be bound by prior notices.

109. Any notice or document delivered or sent by post to or left at the registered address of any member in pursuance of these presents shall notwithstanding such member be then deceased and whether or not the Company have notice of his decease be deemed to have been duly served in respect of any registered shares whether held solely or jointly with other persons by such member until some other person be registered in his stead as the holder or joint holder thereof, and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his executors or administrators and all persons (if any) jointly interested with him in any such share.

Notice valid though member deceased.

110. The signature to any notice to be given by the Company may be written or printed.

Signature of Notice.

111. Where a given number of days notice or notice extending over any other period is required to be given, the day of service shall, but the day upon which such notice will expire shall not, be included in such number of days or other period.

How time to be reckoned.

INDEMNITY

112. The Company shall indemnify every Director and other officer or servant of the Company against all losses costs and expenses including travelling expenses in any way incurred by him in the proper discharge of his duties and the Directors shall pay or retain the same out of the funds of the Company.

Company to indemnify Directors, etc.

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Directors, etc.
to be liable for
own acts only.

113. No Director or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or officer of the Company or for any loss, damage or misfortune whatever which shall happen in the execution of the duties of his respective office or in relation thereto unless the same happen through his own wilful act or default.

WINDING UP

Division of assets
in specie.

114. In the event of the Company being wound up, the liquidator or liquidators may divide subject to the Memorandum amongst the members any assets of the Company in specie and in particular any shares, stocks, or securities to which the Company may be entitled.

Names, Addresses and Descriptions of Subscribers.

LING BENG SEW, Merchant,
13, Island Road, Sibu.

LING BENG THUANQ, Merchant,
13, Island Road, Sibu.

LING BENG SIONG, Merchant,
13, Island Road, Sibu.

Date this

Witness to the above Signatures:

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Ledger 1967/68. Account No. 152 of Ling Beng Siew Sdn. Bhd.

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ACCOUNT NO. 152

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LING BENG SIEW SDN. BHD.

1	To Balance			16,562	-	
5	To Energy			25,000	-	
13	" "	VIN. 4/67/68		46	20	
14	" "					6,221
17	" "					4,500
25	" "					7,815
31	To Jeng King Han - M/S. Han	VIN 11/67/68	10/203	50	-	
	" Jeng Han Han - Salary	VIN 11/67/68	"	200	-	
	" Jeng Jeng Han "	VIN 11/67/68	10/207	250	-	
	" Jeng "	VIN no. 10/67/68	10/201	242	05	30,140
22	" Cheque		10/13			1,274
23	" "		"			350
24	" "		"			8,000
27	" "		"			600
31	" Jeng Jeng Han	VIN. 23/67/68	10/203	200	-	
	" Jeng Jeng Han	VIN 23/67/68	10/201	50	-	
	" Jeng Kuan Wei	VIN 23/67/68	10/208	232	50	6,010
	" "		10/21	11,600	75	2,700
	" "					1,400
31	To VIN. 19/67/68		10/2	2,000	-	
	" Cheque		10/40	40,500	-	
	" Jeng Jeng Han - Salary		10/203	200	-	
	" Jeng Kim Wei		10/204	200	-	
	" Jeng Jeng Han		10/204	50	-	10,250
	" Cheque		10/40			450
	" "					1,000
	" "					1,000
	" Jeng Jeng Han - M/S. Han		10/203	50	-	
	" Jeng Jeng Han "			200	-	
				55,249	75	80,400 75

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Siew Sdn. Bhd.
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LING BENG SIEW SDN BHD.

30	By cheque		ca/89		2,444.11
30	Yang Ping Hua	121/67/68	ca/89/1	50 -	
	" Ong Kim Ah	121/67/68	ca/89/2	200 -	
	" Yang Ping Hua	121/67/68	ca/89/3	200 -	
23	" DIN. 129/67/68	25,900.-	7291	13,320 -	
25	" Donation to Kapit Road		ca/120	2,000 -	
31	" Dato Ling Beng Siew		ca/126	4,916.17	
	" Yang Ping Hua	DIN. 121/67/68	ca/130/1	50 -	
	" Ong Kim Ah	" " "	"	200 -	
	" Yang Ping Hua	" " "	ca/130/2	200 -	
	" Geo Hoo Peng	" " "	ca/130/3	60 -	
14	By cheque	46,646.17	ca/127		13,320 -
	"		"		5,000 -
	"		"		4,916.17
	"		"		200 -
	"		"		200 -
	"		"		200 -
30	By cheque		ca/130	40 -	
20	" cheque		ca/136	8,701.31	
15	" DIN. 129/67/68		7291	12,608.00	
13	" S'Kye Long Bill	DIN. 175/67/68	ca/117	58.70	
30	" Ong Kim Ah	" 176/67/68	ca/118	200 -	
	" Yang Ping Hua	" 176/67/68	ca/117	50 -	
20	" Geo Hoo Peng	" " " "	ca/130/6	120 -	
	" Yang Ping Hua	" " " "	ca/130/7	200 -	784,134.42
9	By cheque	47,528.01	ca/142	780,659.53	
	"		"		40 -
	"		"		2,816.68
	"		"		12,640 -
	"		"		8,701.31
	"		"		510 -
13	"		"		100,000 -
	"		"		1,950 -
				784,659.53	863,747.11

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SHEET NO.

LING BENG SIEW SDN BHD

DR CR

31	By Tiong Jung Hin Salary 195,016	CA/207	200 -	10,425	15
21	By Cheque	CA/61	500,409 75	6,440	-
19	30 DIN NO. 12/67/68	2131	6,440 -		
21	By Tiong Jung Hin Bonus DIN. 7/67/68	CA/259	300 -		
24	" Wong Kim Wei	CA/262	200 -		
	" Jng Png Hua	"	50 -		
	" Tiong Jung Hin 15,166	CA/264	200 -		
28	By Cheque	CA/73	13,940	13,940	-
	"	"		12,653	-
15	30 DIN 70/67/68	2127	13,940 -		
22	" Cheque	CA/84	12,653 -		
29	By "	CA/73	1,200	1,200	-
31	" <u>Account adjustment. become wrongly</u>			461,500	-
	<u>Pooling</u>	2121			
31	By Wong Kim Wei	CA/276	200 -		
	" Jng Png Hua	CA/277	50 -		
	" Tiong Jung Hin 15,516	CA/286	200 -	16,150	15
19	" DIN. 87/67/68	2110	16,150 -		
	By Cheque	CA/89		13,066	-
	"	"		1,811	-
17	"	"		90,000	-
6	30 "	CA/94	1,811 -		
9	"	CA/96	90,000 -		
19	"	CA/100	25,000 -		
	"	"	4,330 50		
25	"	CA/102	10,000 -		
	"	"	2,000 -		
	"	CA/104	2,444 10		
	By "	CA/89		16,180	-
	"	"		12,000	-
	"	"		4,330 50	
			741,448 35	713,554 25	

K T S '36

KTS36
 Ledger 1967/68
 Account No. 152
 of Ling Beng
 Siew Sdn. Bhd.
 (continued)

rate

SHEET NO.

LING BENG SIEW SDN. BHD.

13	By Cheque		CA/143			4,652 91
1	To Cheque		CA/144	2,816 88		
4	" "		CA/146	100,000 -		
12	" "		CA/150	6,602 81		
17	" DIV 182/67/68		2350	10,340 -		
29	By Cheque		CA/143			10,718 17
	" "		"			10,340 -
27	To Cheque		CA/148	10,718 17		
	" "		"	1,153 50		
31	" Yang Ping Hua 185/67/68		CA/332	70 -		
	" Ong Kim Wei 185/67/68		CA/323	200 -		1,500 (1)
	" Siang Hae Png 185/67/68		CA/340	120 -		
	" Siang King HO 185/67/68		"	200 -		
	" Sarawak Airman 27, 27, 27, 50		CA/162	5,000 -		89,500 (1)
3	By Cheque		CA/164	4,879 40		
13	" "		CA/190	8,368 32		
22	" Malaysia Transport & Construction		CA/174	10,935 80		
25	By Cheque		CA/161	5,000 -		5,000 (1)
	" "		"			4,879 40
29	" "		"			10,935 80
30	To Yang Ping Hua Allo Nance 186/67/68		CA/348	70 -		
31	" Ong Kim Wei Salary 186/67/68		CA/350	200 -		
	" Leo Hae Png 186/67/68		CA/358	120 -		
	" Siang King HUE 27, 27, 27, 186/67/68		"	200 -		
10	" DM 180 187/68		2457	11,520 -		11,520 19
	" " 182 187/68		2454	9,000 -		
1	By Cheque		CA/179			570 -
	" "		"			5870
	" "		"			11,420 -
21	" "		"			9,000 -
	" "		"			8,368 32
				467,077 01		434,743 21

Exhibits

Exhibits

KTS 36

KTS36
 Ledger 1967/68
 Account No. 152
 of Ling Beng
 Siew Sdn. Bhd.
 (continued)

ACCOUNT NO. 152

1967/1968 LING BENG SIEW SDN BHD

SHEET NO

1967/1968

Sept 26	By Cheque	60179		1180	
30	To Sep Hoc Ping Salary	60183	120		
	" " Yung Yung Hi 60189	60184	500		
	" " Yung Ping Nam "	60189	70		
	" " Ong Kim Wei "	60190	200		
	" " B/N. 243/67/68	7576	967,637.57		
			16,960		
			<u>6,077.57</u>		

Exhibits

Report of Andrew Peattie to Ling Beng Sung
5th June 1971

Exhibits

KTS39
 Report of Andrew
 Peattie to Ling
 Beng Sung
 5th June 1971

1971 39
ANDREW PEATTIE & CO.,

CHARTERED ACCOUNTANTS
 PUBLIC ACCOUNTANTS SINGAPORE

Singapore Office

400 TELUK BLANJAN ROAD,
 SINGAPORE 4.
 TEL: 67174/68128
 CABLE: APC0008

P. O. Box 598
 Sibu
 Saravak

5th June 1971

Mr. Ling Beng Sung,
 Kong Ming Bank Bhd.,
 Sibü,
 Saravak.

Report to Mr. Ling Beng Sung on the accounts of Kong
 Thai Sawmill (Miri) Sdn. Bhd. for the year ended 30th
 September 1968.

Balance Sheet1. Share Capital

There were no transfers during the year
 1966/67.

2. Fixed Assets

As per Schedule C2.

(A) Motor Vehicles include the purchase of three
 new cars as under:-

- (a) Chevrolet Impala for Kuching,
 No. K 7000. Used mainly by Dato
 Ling Beng Siong.
- (b) Mercedes 300, No. S 3456, for use
 in Sibü. Used mainly by Dato Ling
 Beng Siong.
- (c) Chevrolet Impala, SV 2144, for use
 in Singapore.

Exhibits

KTS 39

Continuation Sheet TWO

Exhibits

KTS39

Report of Andrew
Peattie to Ling
Beng Sung
5th June 1971
(continued)

(B) Land Holdings includes the purchase of Land and Building at Green Road, Kuching. Approval was not minuted (14th February 1969) until after purchase was completed.

(C) Investment includes an Investment of \$791,734.00 in Hock Thai Finance Ltd. Approval for this investment was not minuted until a Directors Meeting on 14th February 1969.

3. Aurora Hotel

Approval for the purchase of this was not minuted until after completion. Approved at a Directors Meeting held on 14th February 1969 but shown in this year's accounts as an Investment. No investigation has been made into the accounts for the Aurora Hotel which show a loss for 1967/68 of \$80,217.72. Points of interest from these accounts are:-

- (a) Bar Takings appear to be only \$9,000.00 per month.
- (b) Markup appears to be only 40%, this being the Gross Profit.
- (c) The Net Profit after deducting overheads appears to be only 10% on costs of supplies.
- (d) Gross profit on Catering appears to be 35% on cost of food which is not enough to cover overheads which work out at about 65% of the cost of food. (Note: Directors Ling Beng Siew and Ling Beng Siang get a discount of 30% of their bills.)
- (e) Hotel shop appears to sell its goods at under cost price.
(Sales \$9,058 Cost of Sales \$12,555)
- (f) Included in the Sundry Debtors is an amount due from Dato Ling Beng Siew of \$8,557.05.

ExhibitsExhibits

KTS 39

Continuation Sheet **THREE**

KTS39
 Report of Andrew
 Peattie to Ling
 Beng Sung
 5th June 1971
 (continued)

4. Prepayments

See Schedule C6.

- (a) Includes an amount for deposit to purchase One Hovercraft \$16,575.05.
- (b) Includes payments made for construction of Berjaya Malaysia \$59,284.02.

Debtors1. Trade Debtors - \$1,289,257.54

Included in the above are the following:-

- (a) Ling Beng Siew Sdn. Bhd. \$43,703.80
Schedule C11(A)
- A current account in operation throughout the year. No interest appears to have been paid.
- (b) Tong Aik Timber A/c No.1 \$138,921.29
Union Timber A/c No. 1 \$138,384.62
- See my report for the year 1966/67 Paragraph 9(f).
- (c) Chen Mang Boat Builder \$225,780.68
- This amount is payment to account for the conversion of Berjaya Malaysia.
- (d) Borneo Mining Sdn. Bhd. \$ 5,017.00
Schedule C11(B)
Singapore Moulding Factory 4,514.70
Schedule C11(C)
P.T. Kalimantan Sari 207,394.95
Schedule C11 (d)
Sabah Agency 134,722.75
Schedule C11 (e)

Advances to various companies for the purpose of investment. See my separate report.

Exhibits

Exhibits

K T S 39

Continuation Sheet FOUR

KTS39
 Report of Andrew
 Peattie to Ling
 Beng Sung
 5th June 1971
 (continued)

2. Sundry Debtors(a) Aurora Hotel Kuching \$312,128.80

Current account with the above subsidiary company. No interest appears to have been charged.

(b) Yew Pui Ing \$1,000.00

This advance was transferred to General Expenses in 1969/70.

(c) Ling Lee Soon \$30,000.00

This amount was eventually transferred to Ling Beng Siew & Co. during 1969/70. No interest has been charged on this loan.

(d)	T. Oyang	\$ 5,525.00	Schedule C12B
	L.L. Jugah	9,500.00	Schedule C12D
	Edmund Jugah	10,964.50	Schedule C12E
	J. Bangau	3,265.00	Schedule C10A

Both Oyang's and Bangau's debts have been reduced by applying part of their dividends to reduce the outstanding.

Neither of the Jugah outstanding balance have changed as both were paid their dividends in full. See my report, 1965/66 paragraph 9.

(e)	The Commercial Bank Branch	\$2,060,117.86
	Schedule C12(G)	
	Borneo Daily News	\$10,000.00
	Schedule C12(I)	

Both items were advances for investments. See separate report.

(f) Ling Beng Hai \$100,000.00 Schedule C12(H)

Authorised by Minute dated 9th March 1970 with interest at 7%. No interest charged during year under review.

KTS 39

Contribution Sheet PIV

KTS39
 Report of Andrew
 Peattie to Ling
 Beng Sung
 5th June 1971
 (continued)

(g) Ling Beng Siew & Co. Schedule C11(F)

This is another current account which is cleared before the end of the year. During 1966/67, the sum of approximately \$350,000 was credited to this account in September 1967. In October 1967 of this year's account on the 6th a cheque was withdrawn for \$150,000.

This account was again cleared on September 26th, 1968 by the payment of a cheque for \$386,475.47 and an advance from Directors' Bonus Account of \$300,000.

Preliminary Expenses Schedule C14

A further amount of \$5,500.00 being travelling expenses incurred by Dato Ling Beng Siew in 1966 was debited to this account. No Minute apart from the original one has been seen authorising this payment.

Provision for Taxation Schedule C15

Includes Income, Development and Timber Tax.

Directors' Bonus Schedule C19

Calculated in accordance with Minute dated 20th January 1965. An advance was made to Dato Ling Beng Siew of \$300,000 and credited to Ling Beng Siew & Co. Account.

Trade Creditors \$2,778,441.80 Schedule C22

This figure is again misleading as \$2,305,235.20 refers to outstanding Hire Purchase Accounts. True Trade Creditors are, in fact, only \$473,206.60.

Profit & Loss Account

1. Log Sales \$19,843,361.01 Schedule PL1(a)

Amount shown as sales is a net figure after deducting \$267,328.00 being commission paid to S.U.S. Ltd.

Similar remarks apply as stated in my report of previous year.

K T S 3 9

KTS39

Report of Andrew
Peattie to Ling
Beng Sung
5th June 1971
(continued)

Continuation Sheet **SIX**2. Log Extraction Costs

The above costs dropped from \$53.35 per ton in 1966/67 to \$44.46 per ton this year. Production was 177,119 tons compared with 100,363 tons the previous year.

3. Royalty & Liquidation Damages

Fines, etc. for offences against forest ordinance. Disallowed for tax purposes. Should be charged to contractors.

4. Shipping Commission Demurrage & Despatch

This will be the subject of a separate report.

5. Fixed Deposits

During the year under review the Company's surplus funds were placed on Fixed Deposit with the Company's Bankers and earned interest of approximately \$40,000.

6. Directors' Bonus	\$460,980.00
Schedule PL6	
Directors' Remuneration	24,000.00
Schedule PL7	

As agreed and minuted.

7. Donations \$138,614.80 Schedule PL9

See my separate report. Only \$30,750 was allowed as a deduction for tax purposes.

8. Entertaining \$63,809.68

Of this amount \$20,291 was disallowed by the Inland Revenue Department as being personal account. Included also is a bill from Aurora Hotel for a party given by Ling Beng Siong to Enche Segu.

ExhibitsExhibits

KTS 39

KTS39

Report of Andrew
Peattie to Ling
Beng Sung
5th June 1971
(continued)

Continuation Sheet, SE1

9. Staff Travelling & Transport \$146,943.29
Schedule PL10

Included in the above are the following items:-

- (a) Travelling Expenses for Kang Song Ong, Personal Assistant to the Director \$6,256.55.
- (b) Trips to Hong Kong, Taipei, Tokyo, etc. by Directors, approximately \$100,000.00.
- (c) Charter of Malaysia Air Charter plane for trip to Indonesia \$8,554.89.
- (d) Hui Yu Chong's trip to Indonesia \$6,288.22.
- (e) Dato Ling Beng Siew & Family's bill in the Singapore in August 1968 for \$1,865.75.
- (f) Dato Ling Beng Siew & Family's bill in the Goodwood Hotel \$1,610.72.
- (g) Bills in Hong Kong included amounts for a suitcase and shirts.

10. Legal Expenses \$12,998.00 Schedule PL12

Apart from \$300.00 all the above expenses were disallowed by the Inland Revenue.

Includes a fee to Rodyk & Davidson for \$3,556.00 being fee for handling Sungai Reck Development.

Yours faithfully,

ExhibitsReport of Andrew Peattie to Ling Beng Sung
2nd June 1971ExhibitsKTS40
Report of Andrew
Peattie to Ling
Beng Sung
2nd June 1971KTS 40
ANDREW PEATTIE & CO.,CHARTERED ACCOUNTANTS
CERTIFIED ACCOUNTANTS (SINGAPORE)Singapore Office408 TELOK BLANGAN ROAD,
SINGAPORE 4.
TEL. 631742/631288
CABLE: APCOCOMP. O. Box 598
Sibu
Sarawak

2nd June 1971

Mr. Ling Beng Sung,
Kong Ming Bank Bhd.,
Sibu,
Sarawak.Report to Mr. Ling Beng Sung on the accounts of Kong
Thai Sawmill (Miri) Sdn. Bhd. for the year ended 30th
September 1970.Balance Sheet1. Share Capital Schedule A1There was no change from the previous
year.DirectorsAt the Annual General Meeting, Mr. Wan
Abdul Rahman was appointed director, making
eleven directors.2. Deposits \$3,480 Schedule A2

See my report for 1968/69

3. Prepayment \$22,034.42 Schedule A3

See my report for 1968/69.

4. Stocks of Logs \$775,132.63 Schedule A4
Stocks of Store 999.57 Schedule A6

Valued at Cost of Production.

K T S 40

Continuation Sheet TWO

KTS40

Report of Andrew
Peattie to Ling
Beng Sung
2nd June 1971
(continued)

5. Debtors Schedules A7, A8 and A9(a) Associated Companies Schedule A7

P.T. Kalimantan Sari	\$463,724.15
Sabah Agency Sdn. Bhd.	285,998.66
Singapore Moulding Pte Ltd.	20,686.10

Above companies previously shown under sundry debtors have now been converted to Associated Companies. Shares have been issued in each of the Companies in accordance with Minute of a Directors Meeting held on 10th June 1970.

No accounts have been seen of the above companies and I would suggest that you request your legal advisers to ask for these accounts when I can then prepare a more comprehensive report than that already supplied to you.

(b) Sundry Debtors Schedule A8

Includes the following:-

The Commercial Bank Brunei	\$161,747.89
Kong Thai Lumber Sdn. Bhd.	341,436.91
Borneo Mining Sdn. Bhd.	5,425.60
Borneo Ltd. Singapore	160,000.00
Development Bank Ltd.	31,278.50
P.T. Indomark	15,000.00
United Singapore Lumber Pte Ltd.	30,025.75
Pirima Ulang Concession	20,841.25
Kong Thai Plywood (Pte) Ltd.	236,690.00

All the above whilst listed under Sundry Debtors appear to be advances for Investment or even Associated Companies. I shall require further information on these companies together with any accounts available before making a more detailed report. I would again suggest that your legal advisers request the necessary details and meanwhile I shall endeavour to obtain what I can.

KTS 40

KTS40

Report of Andrew
Peattie to LingBeng Sung
2nd June 1971Continuation Sheet ~~THREE~~

---(continued)

- (c) Leonard Linggi Jugah \$11,550
Schedule A8(4)
Edmund Jugah 11,406
Schedule A8(5)
Temonggong Oyang 3,525
Schedule A8(3)

These amounts are long overdue for settling and amounts were originally due for payment of Shares in the Company.

- (d) The following old debts still appear in the books:-

Low Chong Chuen	\$ 582.60
Ling Wei Sing	797.60
Yii Suk Moi	250.00
Chen Ko Ming	1,383.70

- (e) Ling Beng Hui \$104,385.42 Schedule A8(7)

Interest has now been charged up to date hence the increase of this loan. Dividend has been credited to the Account.

- (f) Inche Harun bin Ariffin \$13,000 Schedule A8(10)

This loan, made in 1969, is supposed to be reduced by monthly instalments starting from September 1970. During the year under review, an additional amount of \$3,000 was advanced. No approval has been seen for this additional loan. Interest should be charged at 6 $\frac{1}{2}$ % as per Minute dated 10th June 1970 but so far no interest has been charged.

- (g) P.T. Hutan Sari \$157,500.00 Schedule A8(16)

Amount advanced as loan for Shares in P.T. Kalimantan Sari being their 7 $\frac{1}{2}$ % of the Capital involved. No interest has been charged on this amount. Should be treated as a loan at 8% like the rest of the advances.

Exhibits

K T S 40

Continuation Sheet ~~FOUR~~Exhibits

KTS40

Report of Andrew
Peattie to Ling
Beng Sung
2nd June 1971
(continued)

(h) Loan to Pau Tieng Ha Schedule A8(17)

Loan made to Sibü Merchant Pau Tieng Ha of \$10,000.00 to be repaid by monthly instalment of \$1,000.00. Balance at year end was \$1,000.00. No explanations were available and loan was made on instructions of Ling Beng Siew. No authority has been minuted and no interest has been charged.

(i) Ling Beng Siong Schedule A8(18)

On October 2nd, 1969, a cheque for \$107,530 was withdrawn and thereafter the sum of \$10,000.00 per month during the year. Dividend was credited in April 1970 amounting to \$31,800.00 and the balance outstanding of \$185,730.00 was cleared by cheque on September 21st and 25th, 1970, making the balance at the year end nil.

(j) Chalfont Investment Ltd. Hong Kong Schedule A18(21)

A deposit with Pan Hutan Musantara was made by the Company on behalf of Chalfont Investment on October 25th, 1969. The amount was subsequently transferred to Ling Beng Siew Account on April 30th, 1970. No interest has been charged.

(k) Pahang Concession Schedule A8(22)

Various amounts were paid during the year and subsequently transferred to Goldhill.

6. Aurora Hotel \$2,964,749.01 Schedule A10

A further amount of \$240,402.52 was advanced during the year.

The accounts for the year ended 30th September 1970 contain the following:-

- (a) General Expenses \$75,056.70
- (b) Directors' Salaries & Bonus \$14,718.00.

Exhibits

K I S 40

Continuation Sheet **FIVE**Exhibits

KTS40
 Report of Andrew
 Peattie to Ling
 Beng Sung
 2nd June 1971
 (continued)

- (c) Gross Loss on Bar & Dining Room
\$42,217.13
- (d) Two Cars, S 5425 and KA 9455, were
sold during the year.
- (e) One new Mercedes, KB 2651, purchased.
- (f) Casual Debtors contain the following:-
 - (i) Cheng Yew Kiew \$1,496.28
 - (ii) Sarawak Alliance 803.25
 - (iii) S.C.A. 994.20

7. Malaysia Daily News \$81,505.67 Schedule A11

Further sum of \$60,000.00 in cash has been advanced to the above. No accounts have been examined for this Company.

8. Fixed Assets Schedule A13(a) Berjaya Malaysia Schedule A13(r)

Addition to the Private Yacht Berjaya Malaysia amounted to \$6,396.00.

(b) Office Car Schedule A13(o)

A further two cars were purchased during the year under review, one Amphuar, No. S 4048, and one Mercedes 250, KA 505.

(c) Land & Buildings Schedule A13(x)

The Land and Buildings at Green Road Kuching were sold during the year to Hock Thai Finance Corporation Bhd.

9. Investment Account Schedule A14

The following investments were made during the year as detailed on Schedule A14. These investments have appeared under Debtors in previous year's accounts and only this year transferred to Investments.

Exhibits

K T S 40

Continuation Sheet SIX.Exhibits

KTS40
 Report of Andrew
 Peattie to Ling
 Beng Sung
 2nd June 1971
 (continued)

The following were approved:-

- (a) Sale of Hock Thai Finance Shares
 8,000 shares.
 Purchase of Singapore Moulding Pte
 Ltd. 500,000 shares.
 Purchase of Malaysia Air Charter
 35,000 shares.
 Minute of Directors Meeting 9th March
 1970.
- (b) Purchase of Shares
- | | |
|----------------------------|-------------|
| P.T. Kalimantan Sari | \$1,008,000 |
| Sabah Agency Sdn. Bhd. | 270,000 |
| Kong Thai Lumber Sdn. Bhd. | 337,500 |
| United Singapore Lumber | 150,000 |
| Goldhill Lumber Sdn. Bhd. | 50,000 |
| Malaysia Air Charter | 195,000 |
- Approved by Minute of Directors Meeting
 on 10th June 1970.

10. Provision for Taxation

I have been unable to obtain a copy of the computation for this year. I shall be grateful if you will ask your legal adviser to request copies of all tax computation from the Inland Revenue.

11. Provision for Directors' Bonus

In accordance with Minute dated 20th January 1965. An amount of \$301,202.11 was advanced to Ling Beng Siew to clear his outstanding account in the Company's books.

12. Trade Creditors \$273,279.42 Schedule A24

Normal trade creditors this year.

- (a) Purchases from Pan Sarawak Co. Sdn. Bhd. again exceed \$400,000. See my report for 1968/69.

ExhibitsExhibits

KTS 40

KTS40

Report of Andrew
Peattie to Ling
Beng Sung
2nd June 1971
(continued)

Continuation Sheet SEVEN

- (b) Amount due to Goldhill Lumber Sdn. Bhd. Kuala Lumpur is the amount due for the shares issued to the Company less advances already made.
- (c) Includes a loan from Hock Thai Finance Corporation Bhd. of \$1,000,000 plus registration charges. This should be shown separately as loan is secured over Assets of the Company, namely the Aurora Hotel and the charge is registered. No note appears on the Balance Sheet. See Minute of Directors' Meeting dated 18th September 1970.

13. Bank OverdraftsBangkok Bank, Kuala Lumpur, Schedule A26

Minute authorising opening of account dated 14th April 1970. Appears to be no approval for overdraft.

Profit & Loss Account1. Sale of Logs \$10,495,727.05 Schedule P1

Again sales are shown net after deducting an amount of \$143,154.58 being commission to S.U.S. Ltd.

Cost of Production has risen from \$48.97 per ton in 1968/69 to \$55.09 per ton this year. Production has fallen from 152,680 tons last year to 98,153 tons this year.

2. Despatch & Demurrage

Will be reported on separately.

3. Interest received include interest on all the advances to the various Investments as per Schedule P5. No interest appears to have been charged on Directors and similar current accounts as per final paragraph in Minute dated 10th June 1970.

Exhibits

KTS 40

Continuation Sheet **EIGHT**Exhibits

KTS40

Report of Andrew Peattie to Ling Beng Sung
2nd June 1971
(continued)4. Directors' Remuneration
Directors' Bonus

All in accordance with Minute with the exception that Ling Beng Siew has claimed a further share of Directors' Bonus as Chairman i.e. he receives the Managing Director's Bonus plus a share in the other Directors' Bonus maintaining that he holds two positions on the Board. That of Chairman and that of Managing Director.

5. Donations

See my report dated 21st January 1971.
See also auditor's note in the Auditor's Report

"Donations were mostly through the Directors".

6. Entertaining \$100,176.88 Schedule P12(B)

Schedule is self explanatory.

7. Property Maintenance \$2,531.45 Schedule P12c

Contains an amount of \$1,243.45 for the House at Green Road, Kuching, which is occupied, rent free, by one of the Directors. This house was transferred to Hock Thai Finance Corporation Bhd. during the year.

8. General Expenses Sundries Schedule P12E

Includes an amount paid to International Executive Corporation for \$3,187.25.
Appears to be in connection with mining.

9. Travelling Expenses Schedule P12(G)

Includes the following:-

- | | |
|--------------------------------------|------------|
| (a) Kyoze Ikeda | \$1,434.00 |
| Tokyo Singapore Tokyo | |
| (b) Driver's expense to Kuala Lumpur | 835.74 |

Exhibits

KTS 40

Continuation Sheet

Exhibits

KTS40
 Report of Andrew
 Peattie to Ling
 Beng Sung
 2nd June 1971
 (continued)

(c)	Cheng Siang Seng Kota Kinabalu-Tawau- Hong Kong	\$1,353.08
(d)	Rita Khoo - Scholarship	1,351.00
(e)	J.F. Patterson - New York Silu - New York (International Executive Corp.)	3,416.00
(f)	Burmawi	563.05
(g)	Berjaya Malaysia	295.00

The remainder is taken up with Directors' Travelling together with Personal Assistants, Bodyguards, etc.

It is also interesting to note that on July 31st, 1970, various amounts totalling \$29,911.21 were removed from Travelling expenses and debited to Ling Beng Siew & Co. (See Schedule A8(18).)

This included amongst other Ling Beng Siew's trip with the Games Team to Rangoon and then to London, etc. The amount originally charged to travelling expense was over \$10,000 but \$9,941.29 was later transferred to Ling Beng Siew & Co.

The remainder of the Schedule is self explanatory.

10. Motor Launch Running \$199,864.90
Schedule P14

Includes cost of running the Yacht Berjaya Malaysia amounting to \$95,910.49.

11. Office Cars Schedule P16

Also self explanatory.

12. Staff Salaries & Bonus

Detailed schedules are available for payments to all staff. I shall be grateful if you will peruse these and let me have any comments.

Exhibits

KTS 40

Exhibits

KTS40

Report of Andrew
Peattie to Ling
Beng Sung
2nd June 1971
(continued)

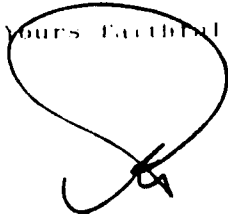
13. Scholarship Fund

As approved by Minute dated 10th June 1970.

14. Income Tax Computation

This was not available for my examination.

Yours faithfully,

A handwritten signature in black ink, consisting of a large, stylized loop that ends in a small crossbar.

O N A P P E A L
FROM THE FEDERAL COURT OF MALAYSIA (Appellate Jurisdiction)

IN THE MATTER OF THE KONG THAI SAWMILL (MIRI) SDN. BHD.

and

IN THE MATTER OF THE COMPANIES ACT 1965

B E T W E E N:

KONG THAI SAWMILL (MIRI) SDN. BHD. (First Respondent)

LING BENG SIEW (Second Respondent)

LING BENG SIONG (Third Respondent)

APPELLANTS

and

LING BENG SUNG (Applicant)

RESPONDENT

And by Cross-Appeal

B E T W E E N:

LING BENG SUNG (Applicant) APPELLANT ON
CROSS-APPEAL

and

KONG THAI SAWMILL (MIRI) SDN. BHD. (First Respondent)

LING BENG SIEW (Second Respondent) and

LING BENG SIONG (Third Respondent)

RESPONDENTS ON
CROSS-APPEAL

R E C O R D O F P R O C E E D I N G S

V O L U M E IV

Coward Chance,
Royex House,
Aldermanbury Square,
LONDON EC2V 7LD

Solicitors for the Appellants
and the Respondent on the Cross-
Appeal

Stephenson Harwood & Tatham,
Saddlers' Hall,
Gutter Lane, Cheapside,
LONDON EC2V 6BS.

Solicitors for the Respondent
and the Appellant on the Cross-
Appeal