

33/84

No. 42 of 1982

IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

O N A P P E A L

FROM THE COURT OF APPEAL OF THE REPUBLIC OF  
SINGAPORE

B E T W E E N :

CHOO KOK BENG

Appellant  
(Plaintiff)

- and -

1. CHOO KOK HOE
2. CHOO KOH ENG
3. CHOO CHENG CHEW and  
CHOO KOK HOE as Administrators of  
the Estate of CHOO KOK LEONG,  
deceased
4. CHOO ENG HAI
5. HENRY CHENG CHEW CHOO

Respondents  
(Defendants)

RECORD OF PROCEEDINGS

Collyer Bristow  
4, Bedford Row,  
London WC1 4DF

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

Solicitors for the Appellant

Solicitors for the Respondents

IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

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O N A P P E A L

FROM THE COURT OF APPEAL OF THE REPUBLIC OF  
SINGAPORE

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B E T W E E N :

CHOO KOK BENG

Appellant  
(Plaintiff)

- and -

1. CHOO KOK HOE
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Respondents  
(Defendants)

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RECORD OF PROCEEDINGS

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INDEX OF REFERENCE

<u>No.</u>	<u>Description of Document</u>	<u>Date</u>	<u>Page</u>
	<u>In the High Court</u>	<u>1972</u>	
1.	Amended Writ of Summons	26th December (Amended 3.3.1978)	1
2.	Statement of Claim together with Further & Better Particulars	26th December	7
3.	Defence and Counterclaim of Second Defendant	<u>1973</u> 5th March	14
4.	Defence of Fourth Defendant	5th March	18
5.	Reply and Defence to Counter- claim of Second Defendant	21st March	19

<u>No.</u>	<u>Description of Document</u>	<u>Date</u>	<u>Page</u>
		<u>1973</u>	
6.	Defence and Counterclaim of First, Third and Fifth Defendants and Further and Better Particulars	3rd May 27th July	20
7.	Reply and Defence to Counterclaim of First, Third and Fifth Defendants	10th August	24
		<u>1977</u>	
8.	Affidavit verifying Plaintiffs' List of Documents and List of Documents to exhibits thereto.	14th December	26
		<u>1979</u>	
9.	Amended Defence and Counterclaim of First, Third and Fifth Defendants	16th October	36
10.	Defence to Amended Defence and Counterclaim of First, Third and Fifth Defendants.	25th October	44
		<u>1980</u>	
11.	Trial Judge Note of Proceedings	17th March	45
12.	P.W.I. Choo Kok Beng Examination Cross-examination Re-examination Further cross-examination Recalled	18th March 18/19th March 20th March	46 48 52 53 59
13.	P.W.2. Tan Sai Eng Examination Cross-examination Re-examination	19th March 19th & 20th March 19th & 20th March	54 54 55
14.	P.W.3. Joseph Yeo Examination Cross-examination	20th March	57
15.	P.W.4. Choo Keng Lee Examination Cross-examination	20th March	58
	<u>Defendants' Evidence</u>		
16.	D.W.1. Cheung Meng Soon Examination Cross-Examination Re-Examination	20th March	60 61 61

<u>No.</u>	<u>Description of Document</u>	<u>Date</u> <u>1980</u>	<u>Page</u>
17.	D.W.2. Choo Kok Hoe Examination Cross-Examination Re-examination Further Cross-Examination	20th & 21st March  11th April	62  67 72 73
18.	D.W.3. Cheong Shiaw Siew Examination Cross-Examination	1st April	74 74
19.	D.W.4. Madam Irene Ng. Examination Cross-examination Re-examination	1st April	75 76 76
20.	Choo Koh Eng Examination Cross-examination	1st April	77 77
21.	Trial Judge's note of proceedings	2nd and 23rd April 29th October 28th November 5th December	79
22.	Formal Judgment	5th December	84
		<u>1981</u>	
23.	Grounds of Judgment	25th February	87
	<u>IN THE COURT OF APPEAL</u>	<u>1980</u>	
24.	Notice of Appeal by First, Third and Fifth Defendants	22nd December	95
		<u>1981</u>	
25.	Amended Petition of Appeal by First, Third and Fifth Defendants	4th August	97
26.	Petition of Appeal by Second, & Fourth Defendants	22nd June	106
		<u>1982</u>	
27.	Notice of Intention to apply for leave to adduce fresh evidence at hearing of Appeal	9th January	108
28.	Notice of Motion for leave to adduce fresh evidence at hearing of Appeal	30th January	109

<u>No.</u>	<u>Description of Document</u>	<u>Date</u>	<u>Page</u>
		<u>1982</u>	
29.	Affidavit of Tan Kim Choon and exhibit thereto as follows Exhibit "A" Valuation Report (Five photographs separately reproduced)	8th January 1st December 1984	110
		<u>1982</u>	
30.	Affidavit of Lo Kok Siong and exhibits thereto as follows: Exhibit "A" Draft Order Exhibit "B" Draft Order approved as amended	30th January	122
31.	Order	17th February	130
32.	Grounds of Decision	23rd July	133
33.	Order granting leave to Appeal to the Judicial Committee	17th May	144

E X H I B I T S

<u>Exhibit Mark</u>	<u>Description of Document</u>	<u>Date</u>	<u>Page</u>
PAB 1-38	<u>Plaintiffs Agreed Bundle of Documents containing inter alia</u>	<u>1954</u>	
	Letter Singapore City Council to Choo Kok Beng.	15th September	146
		<u>1968</u>	
	Letter, Inland Revenue, Department to Choo Kok Beng	2nd March	147
	Letter, Inland Revenue Department to Choo Kok Beng	2nd March	148
	Letter, Kerajaan Singapura to Choo Kok Beng	1st November	149
	Letter, Lee & Lee to Choo Kok Beng	5th November	150
	Letter, Kerajaan Singapura Lee & Lee	1st November	151
	Letter, Lee & Lee to Choo Kok	Hoe 9th November	152
	Letter, Lee & Lee to Choo Kok Beng	11th November	153

<u>Exhibit Mark</u>	<u>Description of Document</u>	<u>Date</u>	<u>Page</u>
		<u>1969</u>	
PAB 1-38	Letter, Land Titles Registry to Lee & Lee	8th April	154
	Letter, Land Titles Registry to Lee & Lee	13th August	155
	Letter, Lee & Lee to Choo Kok Beng	25th August	156
	Letter, Lee & Lee to Choo Kok Beng	15th September	157
	Letter, Lee & Lee to Choo Kok Beng	13th October	158
	Letter, Choo Kok Beng to Lee & Lee	1st November	159
	Letter, Lee & Lee to Choo Kok Beng	5th November	160
	Letter, Land Titles Registry to Lee & Lee	13th August	162
	Letter, Choo Kok Beng to Lee & Lee	13th November	163
		<u>1970</u>	
	Letter, Lee & Lee to Choo Kok Beng	2nd January	164
	Letter, Choo Kok Beng to Lee & Lee	12th February	165
	Letter, Lee & Lee to Choo Kok Beng	14th March	166
		<u>1971</u>	
	Letter, David Marshall to the Occupiers, House No. 3, Jalan Jermin	21st May	169
	Letter, David Marshall to The Occupiers, House No. 17, Jalan Jermin	21st May	170
	Letter, David Marshall to The Occupiers of House No. 15, Jalan Jermin	21st May	171
	Letter, David Marshall to The Occupiers of House No. 5, Jalan Jermin	21st May	172

<u>Exhibit Mark</u>	<u>Description of Document</u>	<u>Date</u>	<u>Page</u>
		<u>1971</u>	
	Letter, David Marshall to Choo Kok Leong	21st May	173
	Letter, David Marshall to Choo Kok Hoe	22nd May	174
	Letter, Choo Kok Hoe to David Marshall	19th June	177
	Letter, David Marshall to Mr. Ramachandran	13th July	179
	Letter, David Marshall to Henry C.C. Choo	13th July	180
	Letter, David Marshall to Henry C.C. Choo	20th September	181
	Letter, David Marshall to Mr. Ramachandran	21st September	182
	Letter, David Marshall to Choo Kok Leong	21st September	183
	Letter, David Marshall to Kwan Sam Hoi	22nd September	184
		<u>1972</u>	
	Letter, David Marshall to Oversea Chinese Banking Corporation	13th September	185
	" " " " "	28th September	186
	Letter, David Marshall to Choo Kok Beng	2nd October	186
	Cheque, in favour of Choo Kok Beng	27th December	187
		<u>1965</u>	
	Letter, David Marshall to The Occupiers, House No. 17, Jalan Jermin	21st May, 1971	188
	Undertaking, Choo Kok Hoe to Madam Chia Yee Sun	14th August 1975	189
	Undertaking, Choo Kok Hoe to Madam Chia Yee Sun	4th September 1975	190
	Letter, David Marshall to Lee & Lee	22nd May 1971	191
	Letter, David Marshall to Comptroller of Property Tax	19th June 1971	193

<u>Exhibit Mark</u>	<u>Description of Document</u>	<u>Date</u>	<u>Page</u>
	Letter, David Marshall to Comptroller of Property Tax	10th July 1971	195
DAB 1-207	<u>Defendants Agreed Bundle</u> <u>Continuing inter alia</u>		
	District Judge's Transcript of evidence in D.C. Summonses No. 1394/72	26th 27th & 28th March 1973	197
	Letter, Laycock & Ong to Choo Kok Hoe	16th March 1954	211
	Receipt	16th March 1954	211
	Letter, Lee & Lee to Choo Kok Hoe	25th February 1957	212
	Letter, Lee & Lee to Choo Kok Hoe	11th March 1969	213
	Receipt for Title Deeds, documents	20th May 1968	214
	Letter, Lee & Lee to Choo Kok Hoe	29th October 1969	215
	Letter, Lee & Lee to Choo Kok Hoe	13th November 1969	216
	Letter, Choo Kok Hoe to Lee & Lee	25th November 1969	217
	Letter, Lee & Lee to Choo Kok Beng	8th June 1970	218
	Letter, Lee & Lee to Choo Kok Hoe	27th May 1971	219
	Letter, David Marshall to Choo Kok Hoe	24th June	220
	Letter, Lee & Lee to Choo Kok Hoe	29th June 1971	221
	Letter, David Marshall to Choo Kok Hoe	17th December 1971	222
	Letter, David Marshall to Choo Koh Eng	21st May, 1971	224
	Letter, J.B. Jeyaretnam Co to David Marshall	23rd July, 1971	226



<u>Exhibit Mark</u>	<u>Description of Document</u>	<u>Date</u>	<u>Page</u>
	Letter, David Marshall to J.B. Jeyaretnam & Co.	27th July, 1971	227
	Letter, J.B. Jeyaretnam & Co to David Marshall	28th July 1971	228
<u>PLAINTIFF'S EXHIBIT</u>			
P1-17	Note Book of Choo Kok Beng		229
<u>DEFENDANTS' EXHIBITS</u>			
1D10	Cheque Counterfoils	23rd February 16th March 29th March 1954	231
1D11	Bank Statements		232
1D12	Letter, Laycock & Ong to Choo Kok Hoe	29th March 1954	233
1D14	Notice to Quit - Chin Choon Company to Choo Hock Chye	12th June 1964	234
1D24	Receipt for Deeds and documents	30th March 1954	235
1D25	Primary Application		236

DOCUMENTS TRANSMITTED TO JUDICIAL COMMITTEE BUT NOT  
REPRODUCED

---

<u>Description of Document</u>	<u>Date</u>
Certificate for Security for Costs	22nd December 1980
Notice of Appeal by Second and Fourth Defendants	2nd January 1981
Certificate for Security for Costs	5th January 1981
Order - See document No. 31	17th May 1982
Certificate for Security for Costs	25th May 1982
List of Exhibits	

EXHIBITS

The following documents in Exhibit DAB 1 - 138

Agreement between Singapore Telephone Board and Choo Kok Beng	14th April 1966
Notice of Increase in annual value of 19 & 21 Jalan Jermin	2nd March 1968
Letter, Choo Kok Beng to Director of Public Works	27th October 1968
Letter, Inland Revenue Dept to Choo Kok Beng	28th October 1968
Notice Property Tax Dept to Choo Kok Beng	28th October 1968
Letter, Property Tax Dept to Choo Kok Beng	28th October 1968
Notice Property Tax Dept to Choo Kok Beng	28th October 1968
Letter, Valuation Review Board to Choo Kok Beng	16th May 1968
Letter, Lee & Lee to Choo Kok Beng & Enclosure	28th March 1969
Letter, Lee & Lee to Choo Kok Beng & Enclosures	2nd April 1969
Letter, Choo Kok Beng to Lee & Lee	19th April 1969
Notices of Increase in annual value of 19 & 21 Jalan Jermin	28th April 1969
Bill, Public Works Dept to Choo Kok Beng	20th May 1969
Letter, Land Titles Registry to Lee & Lee	17th June 1969

<u>Description of Document</u>	<u>Date</u>
Letter, Choo Kok Beng to Public Works Dept.	19th June 1969
Letter, Public Works Dept to Choo Kok Beng	24th June 1969
Letter, Choo Kok Beng to Public Works Dept.	10th July 1969
Receipt	14th July, 1969
Letter, Choo Kok Beng to Public Works Dept.	15th July 1969
Receipt	17th July 1969
Letter, Choo Kok Beng to Public Works Dept.	18th July 1969
Receipt	21st July 1969
Letter, Choo Kok Beng to Land Titles Registry	14th August 1969
Letter, Land Titles Registry to Choo Kok Beng	19th August 1969
Letter, Land Titles Registry to Lee & Lee	2nd December 1969
Bill of Costs, Lee & Lee to Choo Kok Beng	12th January 1970
Receipt	24th February 1970
Letter, Comptroller Property Tax to Choo Kok Beng	11th January 1971
Letter, Comptroller Property Tax to Choo Kok Beng	12th March 1971
Letter, Choo Kok Beng to Comptroller Property Tax	13th January 1971
18 Property Tax Bills - Property Tax Dept to Choo Kok Beng	
46 Notices of Comptroller of Property Tax to Choo Kok Beng	
Letter, Comptroller of Property Tax to Choo Kok Beng	19th January 1972
Letter, Choo Kok Beng to Comptroller of Property Tax	5th January 1972
Letter, Comptroller of Property Tax to Choo Kok Beng	10th February 1972

<u>Description of Document</u>	<u>Date</u>
Letter, Comptroller of Property Tax to Choo Kok Beng	11th February 1972
Letter, Choo Kok Beng to Comptroller of Property Tax	5th February 1972
Letter, Comptroller of Property Tax to David Marshall	17th February 1972
Letter, Comptroller of Property Tax to David Marshall	2nd July, 1973
Application by Choo Kok Beng for exemption of Surcharge on Property Tax	29th January 1974
Letter, Comptroller of Property Tax to Choo Kok Beng	15th March 1974
Letter, Comptroller of Property Tax to Choo Kok Beng	15th June 1974
Application by Choo Kok Beng for exemption of surcharge on Property Tax.	14th January 1975
Letter, Comptroller of Property Tax to Choo Kok Beng	2nd January 1975
Letter, Chia & Poh to David Marshall	26th June 1975
Letter, S.K. Lee & Co. to Madam Chia Yee Sun	7th June 1975
Letter, Chia & Poh to S.K. Lee & Co.	26th June 1975
Letter, Chia & Poh to S.K. Lee & Co.	30th July 1975
Letter, Chia & Poh to S.K. Lee & Co.	30th July 1975
Letter, Chia & Poh to S.K. Lee & Co.	12th August 1975
Letter, Comptroller of Property Tax to Choo Kok Beng	22nd May 1978
5 Notices Comptroller of Property Tax to Choo Kok Beng	20th October 1969 20th November 1978 26th December 1978 15th February 1979 5th March 1979
Letter, Comptroller of Property Tax to David Marshall.	29th July, 1971

<u>Description of Document</u>	<u>Date</u>
<u>The following documents in Exhibit DAB 1 to 207</u>	
93 Receipts of Property Tax Bills	
Particulars under Business names ordinance of Chew Choon Company	22nd July, 1947 1st February, 1949 16th June 1971 18th September 1973
Approved Survey Plan	12th June 1976
Bill of Costs Rodyk & Davidson to Choo Kok Beng & receipt	18th July, 1949
2 Bills for rates Singapore Municipality to Choo Kok Beng	7th August 1951 16th February 1951
Letter, Assessment & Estates Dept to Choo Kok Hoe	15th September 1954
Letter, Assessment of Estates Dept. to Choo Kok Hoe	28th May, 1954
Letter, Choo Kok Hoe to The City Assessor	15th May, 1954
Letter, City Assessor to Choo Kok Hoe	20th September 1954
Letter, Choo Kok Hoe to The City Assessor	4th September 1954
Letter, the City Assessor to Choo Kok Hoe	29th December 1954
Bills for later Singapore City Council to Choo Kok Beng and Receipts	1st November 1954 3rd May 1954 16th July 1954 14th August 1954 17th January 1955 19th February 1955 16th July 1955 6th August 1955
Bill of Costs, Lee & Lee to Choo Kok Hoe	20th February 1957
Letter, Chung Swee Poey and Sons to Choo Kok Beng and enclosures	3rd July 1963
Letter, Chung Swee Poey and Sons to Choo Kok Beng and enclosures	5th November 1966
3 Notices to Choo Kok Beng, Amendment of Valuation List relating to 7, 5, & 3 Jalan Jermin	25th April 1969
Letter, Lee & Lee to Choo Kok Hoe	18th July 1969
Letter, Lee & Lee to Registry of Land Titles	11th August 1969

<u>Description of Document</u>	<u>Date</u>
Letter, Choo Kok Hoe to Lee & Lee	1st July, 1971
Letter, Lee & Lee to Choo Kok Hoe	5th July 1971
Letter, David Marshall to Lee & Lee	2nd July 1971
Letter, David Marshall to Hilborne & Co.	15th July, 1971
Letter, Property Tax Dept. to Choo Kok Hoe	18th August 1971
Letter, Property Tax Dept. to Choo Kok Hoe	18th August, 1971
Letter, David Marshall to Property Tax Dept.	5th August 1971
Letter, David Marshall to Hilborne & Co.	24th September 1971
Letter, Lee & Lee to David Marshall	29th August 1972
Letter, S.K. Lee & Co. to Lee & Lee	11th September 1972
Letter, Lee & Lee to S.K. Lee & Co.	13th February, 1973
Letter, S.K. Lee & Co. to Lee & Lee	14th February, 1973
Indemnity, Choo Kok Leong to Lee & Lee	14th February 1973
Letter, Lee & Lee to S.K. Lee & Co.	13th April, 1973
Letter, David Marshall to Choo Kok Hoe	5th January, 1972
Letter, Comptroller of Property Tax to Choo Kok Beng	5th December, 1975
Letter, Comptroller of Property Tax to Choo Kok Hoe	11th December, 1975
Letter, S.K. Lee & Co. to Comptroller of Property Tax	3rd February 1976
Letter, Comptroller of Property Tax	5th February 1976
Letter, S.K. Lee & Co. to Comptroller of Property Tax	24th March 1976
Letter, Comptroller of Property Tax to S.K. Lee & Co.	9th April, 1976
Letter, Comptroller of Property Tax to S.K. Lee & Co.	10th September 1976
Letter, S.K. Lee & Co. to Comptroller of Property Tax	29th September 1976
Letter, Choo Eng Hoe to Choo Kok Beng	26th October, 1968

<u>Description of Document</u>	<u>Date</u>
Letter, Comptroller of Property Tax to Choo Eng Hoe	18th August 1971
Letter, David Marshall to Comptroller of Property Tax	5th August 1971
Letter, Hilborne & Co. to J.B. Jeyaretnam & Co.	23rd August, 1971
Letter, J.B. Jeyaretnam & Co. to Comptroller of Property Tax	30th August 1971
Letter, David Marshall to J.B. Jeyaretnam & Co.	21st September, 1971
Letter, David Marshall to Comptroller of Property Tax	21st September 1971
Letter, J.B. Jeyaretnam & Co. to David Marshall	28th September 1971

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IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

O N A P P E A L

FROM THE COURT OF APPEAL OF THE REPUBLIC OF SINGAPORE

B E T W E E N :

CHOO KOK BENG

Appellant  
(Plaintiff)

- and -

10

1. CHOO KOK HOE
2. CHOO KOK ENG
3. CHOO CHENG CHEW and  
CHOO KOK HOE as Administrators of  
the Estate of CHOO KOK LEONG,  
deceased
4. CHOO ENG HAI
5. HENRY CHENG CHEW CHOO

Respondents  
(Defendants)

RECORD OF PROCEEDINGS

20

No. 1

Amended Writ of Summons - 26th December  
1972 (Amended 3.3.1978)

In the High  
Court of the  
Republic of  
Singapore

Amended

No. 1  
Amended Writ of  
Summons - 26th  
December 1972  
Amended 3.3.  
1977

Writ of Summons

In the High Court of The Republic of Singapore  
Suit No. 2824 of 1972

B E T W E E N

Refiled as

Amended as under-  
lined in red Pursuant  
to Order of Court  
dated 7.11/77

Choo Kok Beng

Plaintiff

A N D

30

Dated this 3rd day of March 1978  
Sgd. Illegible  
Asst. Registrar



In the High  
Court of the  
Republic of  
Singapore

No. 1  
Amended Writ of  
Summons - 26th  
December 1972  
Amended  
3.3.1977  
(cont'd)

1. Choo Kok Hoe
2. Choo Koh Eng Choo Cheng Chew & Choo Kok Hoe
3. ~~Choo Kok Leong~~ as Administrators of the estate
4. Choo Eng Hai of Choo Kok Leong, deceased
5. Henry Cheng Chew Choo
6. Lee & Lee  
(sued as a firm) Defendants

Consent to Filing Out of time obtained  
in accordance with Order 3 Rule 5(3)

THE HONOURABLE MR. JUSTICE WEE CHONG JIN,  
CHIEF JUSTICE OF SINGAPORE, IN THE NAME AND ON  
BEHALF OF THE PRESIDENT OF THE REPUBLIC OF  
SINGAPORE.

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- To:
1. Choo Kok Hoe of 15 Morris Road,  
Singapore 8.
  2. Choo Koh Eng of 8 Norfolk Road,  
Singapore 8.
  3. Choo Kok Leong of 8 Norfolk Road,  
Singapore 8.
  4. Choo Eng Hai of 9 Jalan Jermin,  
Singapore 13. 20
  5. Henry Cheng Chew Choo of 7 Jalan Jermin,  
Singapore 13.
  6. Lee & Lee (sued as a firm) of Industrial  
Commercial Bank Building, 6th Floor,  
Singapore 1.

WE COMMAND YOU that within eight days after  
the service of this writ on you, inclusive of the  
day of such service, you do cause an appearance to  
be entered for you in a cause at the suit of

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Choo Kok Beng  
11C Hindoo Road  
Singapore

and take notice, that in default of your so doing  
the plaintiff may proceed therein to judgment and  
execution.

WITNESS MR. TAN WEE KIAN Registrar of the  
Supreme Court in Singapore the 26th day of  
December 1972.

Sd. David Marshall  
Plaintiff Solicitors

Sd. R.E. Martin  
Asst. Registrar,  
Supreme Court,  
Singapore.

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N.B. This writ may not be served more than twelve calender months after the above date unless renewed by order of court.

In the High Court of the Republic of Singapore

The defendant (or defendants) may appear hereto by entering an appearance (or appearances) either personally or by a solicitor at the Registry of the Supreme Court.

No. 1  
Amended Writ of Summons - 26th December 1972  
Amended  
3.3.1977  
(cont'd)

10 A defendant appearing personally may, if he desires, enter his appearance by post, and the appropriate forms may be obtained by sending a Postal Order for \$5.00 with an addressed envelope to the Registrar, Supreme Court, Singapore, 6.

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

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INDORSEMENT

The Plaintiff claims :-

1.(a)(i) As against the First, Second and Third Defendants and each of them, specific performance of an agreement made some time in 1966 and more particularly described in the Statement of Claim.

(ii) An order that on the Plaintiff delivering to:

- 30 (1) the First Defendant, title deeds relating to Numbers 1, 3, 15 and 17 Jalan Jermin together with valid registerable Transfers in respect thereof;
- (2) to the Second Defendant, title deeds relating to Numbers 9 and 11 Jalan Jermin together with valid registerable Transfers in respect thereof;
- (3) to the Third Defendant, title deeds relating to Numbers 5 and 7 Jalan Jermin together with valid registerable Transfers in respect thereof;

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the First, Second and Third Defendants and each of them will, as respects their various properties hereinbefore mentioned, deliver to the Plaintiff the various title deeds relating thereto together

In the High Court of the Republic of Singapore

No. 1  
Amended Writ of Summons -  
26th December 1972 Amended  
3.3.1977  
(cont'd)

with valid registerable Transfers in favour of the Plaintiff in respect thereof, and in default of the First, Second and Third Defendants (or any of them) failing to execute and deliver to the Plaintiff such valid registerable Transfers, the Registrar of Titles be directed and authorised to execute such Transfers and such Transfers once executed by the Registrar of Titles as aforesaid, shall be as valid and effectual in all respects as if the First, Second and Third Defendants (as the case may be) had executed such Transfers themselves. 10

(iii) Accounts in respect of all rents and/or profits accruing to the First, Second and Third Defendants' properties from the date the First, Second and Third Defendants took physical possession of Numbers 1, 3, 15 and 17 Jalan Jermin, Numbers 9 and 11 Jalan Jermin and numbers 5 and 7 Jalan Jermin, respectively; and an order for the payment to the Plaintiff of such sum as may be found due to the Plaintiff upon such account being taken

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(b) Alternatively,

(i) A declaration that the Plaintiff is the legal, beneficial and absolute owner of the said land at Jalan Jermin together with the houses erected thereon and known as Numbers 1, 3, 5, 7, 9, 11, 15, 17, 19 and 21 Jalan Jermin, Singapore, free from all interests whatsoever of the Defendants or any of them;

(ii) As against the First Defendant, possession of Numbers 1, 3, 15 and 17 Jalan Jermin together with accounts in respect of all rents and/or profits accruing to the said houses and expenses relating thereto, and an order for payment to the Plaintiff of such sum as may be found due to the Plaintiff upon such account being taken; 30

(iii) As against the Second and Fourth Defendants, possession of Numbers 9 and 11 Jalan Jermin together with accounts in respect of all rents and/or profits accruing to the said houses and expenses relating thereto, and an order for payment to the Plaintiff of such sum as may be found due to the Plaintiff upon such account being taken; 40

(iv) As against the Third and Fifth Defendants, possession of Numbers 5 and 7 Jalan Jermin together with accounts in respect of all rents and/or profits accruing to the said houses and expenses relating thereto, and an order for payment to the Plaintiff of such sum as may be 50

found due to the Plaintiff upon such account being taken;

In the High Court of the Republic of Singapore

(v) As against the First, Second and Third Defendants, damages for breach of contract.

2. As against the Sixth Defendant, return of the title deeds relating to the said land at Jalan Jermin together with damages for wrongful detention;

No. 1  
Amended Writ of Summons -  
26th December 1972 Amended  
3.3.1977  
(cont'd)

3. Consequential orders and directions;

10 4. Costs.

Dated this            day of            197

Sd. David Marshall

Solicitors for the Plaintiff

20 AND \$125/- (or such sum as may be allowed on taxation) for costs, and also, if the Plaintiff obtains an order for substituted service, the further sum of \$60/- (or such sum as may be allowed on taxation). If the amount claimed and costs be paid to the Plaintiff or  
30 Solicitors within 8 days after service hereof (inclusive of the day of service), further proceedings will be stayed, but if it appears from the indorsement on the writ that the Plaintiff is/are resident outside the scheduled territories, as defined by the Exchange Control Ordinance, 1953, or is acting by order or on behalf of a person so resident, proceedings will only be stayed if the amount claimed and cost is paid into Court within the said time and notice of such payment in is given to the Plaintiff or Solicitor.

Solicitor for the Plaintiff

NOTICE

40 Take Notice that the Writ is served on you as the person having the control or management of the partnership business of the above-named defendant firm of Lee & Lee (sued as a firm) of Industrial Commercial Bank Building, 6th floor Shenton Way, Singapore 1 (and also as a partner in the said firm)

Sd. David Marshall

Solicitor for the Plaintiff

This Writ is issued by Messrs. DAVID MARSHALL of 1st Floor, Bank of China Chambers, Battery Road,

In the High  
Court of the  
Republic of  
Singapore

No. 1  
Amended Writ  
of Summons -  
26th December  
1972 Amended  
3.3.1977  
(cont'd)

Singapore, Solicitors for the said Plaintiff whose  
address is 11C Hindoo Road, Singapore 8.

This Writ together with Statement of Claim  
were served by me Raymond Yeo by way of personal  
service (state manner of service or in accordance  
with the terms of an order for substituted service)  
on the 1st, 4th and 5th Defendant who is known to me  
the defendants were  
who was pointed out to me by plaintiff  
who admitted to me that he was  
at No. 99 Albert Street, No. 9 Jln Jermin & No. 7  
Jln Jermin, S'pore. on Friday the 26th day of  
January 1973 at 6.53 p.m. 7.15 p.m. and 7.14 p.m.  
respectively.

10

Indorsed the 26th day of January 1973.

Sd. Raymond Yeo  
Process Server

No. 2

Statement of Claim together with Further &  
Better Particulars - 26th December 1972

In the High  
Court of the  
Republic of  
Singapore

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Suit No. 2824 of 1972

Between

Choo Kok Beng

Plaintiff

And

1. Choo Kok Hoe
2. Choo Koh Eng
3. Choo Kok Leong
4. Choo Eng Hai
5. Henry Cheng Chew Choo
6. Lee & Lee

(sued as a firm)

Defendants

No. 2  
Statement of  
Claim together  
with Further  
& Better  
Particulars  
26th December  
1972

STATEMENT OF CLAIM

1. In or about the year 1954, the Plaintiff using his own funds purchased certain land situate at Jalan Jermin, Singapore (hereinafter referred to as "the said land at Jalan Jermin") which at that time was described in the Government Resurvey Map as Lots 184-204, 184-205, 184-206, 184-207 and 184-208 of Mukim XXIV, from one Kuah Siew Eng. The First Defendant acted as the Plaintiff's agent in the negotiations for the said purchase.

2. After the Plaintiff's purchase of the said land at Jalan Jermin, the Plaintiff at the request of the First Defendant (who is the Plaintiff's brother), advanced to the First Defendant various sums of money amounting to a total of \$200,000/- free of interest, repayable on demand.

3. In or about the early part of 1962, the Plaintiff requested the First Defendant to repay the said total sum of \$200,000/- in order to enable the Plaintiff to develop the said land at Jalan Jermin. The First Defendant was so unable to do and after some negotiations, an oral agreement was reached between the Plaintiff and the First Defendant as follows :-

- (a) The First Defendant would undertake to construct on the said land at Jalan Jermin, ten semi-detached houses for the Plaintiff;

In the High Court of the Republic of Singapore

No. 2  
Statement of Claim together with Further & Better Particulars  
26th December 1972  
(cont'd)

(b) The costs of construction would, for the purposes of this agreement, be set at \$187,000/- and this would be set off against the said sum of \$200,000/- owed by the First Defendant to the Plaintiff;

(c) The balance of \$13,000/- would be repaid by the First Defendant to the Plaintiff before the end of 1966.

4. Some time in the year 1966 (but subsequent to the agreement reached between the Plaintiff and the First Defendant as mentioned in paragraph 3 hereof), the First, Second and Third Defendants reached oral agreement with the Plaintiff as follows:- 10

(a) The first Defendant would exchange his properties known as Numbers 14, 14A, 14B, 16, 16A and 16B Surrey Road, Singapore (formerly known as Numbers 24, 24A, 24B, 26, 26A and 26B Lincoln Road, Singapore respectively) marked on the Government Resurvey Map as Lot 400 of Town Subdivision XXVIII and 21 Everton Road, Singapore marked on the Government Resurvey Map as Lot 136-1 of Town Subdivision XXIII (hereinafter referred to as "the First Defendant's said properties") for four of the said ten semi-detached houses then being constructed on the said land at Jalan Jermin. 20

(b) The Second Defendant (who is also the brother of the Plaintiff) would exchange his property known as Number 8, Norfolk Road, Singapore marked on the Government Resurvey Map as Lot No. 392-2 of Town Subdivision XVIII (hereinafter referred to as "the Second Defendant's said property") for two of the said ten semi-detached houses then being constructed on the said land at Jalan Jermin. 30

(c) The Third Defendant would exchange his properties known as Numbers 11, 11A, 11B and 11C Hindoo Road, Singapore standing on land marked on the Government Resurvey Map as Lot No. 315-2, Lot No. 472-12 and Lot No. 472-13 of Town Subdivision XVI and Number 30, Norris Road, Singapore marked on the Government Resurvey Map as Lot No. 495-1 of Town Subdivision XVI (hereinafter referred to as "the Third Defendant's said properties") for two of the said ten semi-detached houses then being constructed on the said land at Jalan Jermin. 40 50

(d) All necessary transfers to effectuate the above-mentioned exchange would be effected when the construction of the new buildings on the said land at Jalan Jermin was completed: the parties estimated that this would be some time in 1968.

In the High Court of the Republic of Singapore

10 (e) It was an express alternatively implied condition of the agreement that on and from the dates when the physical possession of the various houses was handed over, the person to whom each house was handed over would bear the usual outgoings (such as property tax), and would be entitled to the rents and profits in respect thereof.

No. 2  
Statement of Claim together with Further & Better Particulars  
26th December 1972  
(cont'd)

20 5. On or about the 1st of November 1966, planning approval under Section 9(3) of the (then) Planning Ordinance was granted for the amalgamation and subdivision of the said land at Jalan Jermin in manner indicated above, and for the erection of the said ten semi-detached houses.

30 6. Some time at the beginning of the year 1967, construction of the said ten semi-detached houses on the said land at Jalan Jermin was completed and the individual houses were given street numbers known as Numbers 1, 3, 5, 7, 9, 11, 15, 17, 19 and 21 Jalan Jermin, Singapore, whereupon a further oral agreement was reached between the First, Second and Third Defendants and the Plaintiff to the effect that for the purposes of the agreement mentioned in paragraph 4 hereof:-

(a) The First Defendant would receive (in exchange for the first Defendant's said properties) Numbers 1, 3, 15 and 17 Jalan Jermin;

(b) The Second Defendant would receive (in exchange for the Second Defendant's said property) Numbers 9 and 11 Jalan Jermin;

(c) The Third Defendant would receive (in exchange for the Third Defendant's said properties) Numbers 5 and 7 Jalan Jermin.

40 7. The Plaintiff in anticipation of the First, Second and Third Defendants complying with their obligations as hereinbefore described, handed over physical possession of Numbers 1, 3, 15 and 17 Jalan Jermin, Numbers 9 and 11 Jalan Jermin, and Numbers 5 and 7 Jalan Jermin, soon after completion of construction of the respective buildings, to the First, Second and Third Defendants respectively.



In the High Court of the Republic of Singapore

No. 2  
Statement of Claim together with Further & Better Particulars  
26th December 1972  
(cont'd)

8. On a date unknown to the Plaintiff, the Second Defendant permitted the Fourth Defendant to occupy Number 9 Jalan Jermin and the Fourth Defendant is now wrongfully in possession of the same. Also on a date unknown to the Plaintiff, the Third Defendant permitted the Fifth Defendant to occupy Number 7 Jalan Jermin and the Fifth Defendant is now wrongfully in possession of the same.

9. On or about the 20th April 1968, the Plaintiff handed the title deeds relating to the said land at Jalan Jermin to the First Defendant and instructed the First Defendant to apply for the issue of ten separate title deeds for the individual properties now comprising the said land at Jalan Jermin as described in paragraph 6 hereof. The First Defendant then handed the said title deeds to the Sixth Defendant for the said purpose.

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10. The First, Second and Third Defendants and each of them have, contrary to the agreement as mentioned in paragraph 4 hereof, failed to transfer their respective properties to the Plaintiff.

20

11. On or about the 13th November 1969, the Plaintiff terminated all instructions to the Sixth Defendant and requested for the return of title deeds relating to the said land at Jalan Jermin. The Sixth Defendant has unreasonably refused to comply with this request on the ground that the First Defendant claims to have beneficial interest in the totality of the said land at Jalan Jermin (including Numbers 19 and 21 Jalan Jermin) and the Sixth Defendant had received the said title deeds from the First Defendant and not from the Plaintiff.

30

12. The Plaintiff is and at all material times has been ready and willing and able to perform each and every one of his obligations relating to the agreement mentioned in paragraph 4 hereof.

13. In the premises the Plaintiff hereby claims:-

1.(a)(i) As against the First, Second and Third Defendants and each of them, specific performance of the agreement mentioned in paragraph 4 hereof.

40

(a) (ii) An Order that on the Plaintiff delivering to:-

(1) the First Defendant, title deeds relating to Numbers 1, 3, 15 and 17 Jalan Jermin together with valid registerable Transfers in respect thereof;

(2) to the Second Defendant, title deeds relating to Numbers 9 and 11 Jalan Jermin together with valid registerable Transfer in respect thereof;

In the High Court of the Republic of Singapore

(3) to the Third Defendant, title deeds relating to Numbers 5 and 7 Jalan Jermin together with valid registerable Transfer in respect thereof;

No. 2  
Statement of Claim together with Further and Better Particulars  
26th December 1972  
(cont'd)

10 the First, Second and Third Defendants and each of them will, as respects their various properties hereinbefore mentioned, deliver to the Plaintiff the various title deeds relating thereto together with valid registerable Transfer in favour of the Plaintiff in respect thereof, and in default of the First, Second and Third Defendants (or any of them) failing to execute and deliver to the Plaintiff such valid registerable Transfers, the Registrar of Titles be directed and  
20 authorised to execute such Transfers and such Transfers once executed by the Registrar of Titles as aforesaid, shall be as valid and effectual in all respects as if the First, Second and Third Defendants (as the case may be) had executed such Transfers themselves.

30 (iii) Accounts in respect of all rents and/or profits accruing to the First, Second and Third Defendants' properties from the date the First, Second and Third Defendants took physical possession of Numbers 1, 3, 15 and 17 Jalan Jermin, Numbers 9 and 11 Jalan Jermin and Numbers 5 and 7 Jalan Jermin, respectively; and an order for the payment to the Plaintiff of such sum as may be found due to the Plaintiff upon such account being taken

(b) Alternatively,

40 (i) A declaration that the Plaintiff is the legal, beneficial and absolute owner of the said land at Jalan Jermin together with the houses erected thereon and known as Numbers 1, 3, 5, 7, 9, 11, 15, 17, 19 and 21 Jalan Jermin, Singapore, free from all interests whatsoever of the Defendants or any of them;

50 (ii) As against the First Defendant, possession of Numbers 1, 3, 15 and 17 Jalan Jermin together with accounts in respect of all rents and/or profits accruing to the said houses and expenses relating thereto, and an order for payment to the Plaintiff of such sum as may be found due to the Plaintiff upon such account being taken;

In the High Court of the Republic of Singapore

No. 2  
Statement of Claim together with Further & Better Particulars  
26th December 1972  
(cont'd)

(iii) As against the Second and Fourth Defendants, possession of Numbers 9 and 11 Jalan Jermin together with accounts in respect of all rents and/or profits accruing to the said houses and expenses relating thereto, and an order for payment to the Plaintiff of such sum as may be found due to the Plaintiff upon such account being taken;

(iv) As against the Third and Fifth Defendants, possession of Numbers 5 and 7 Jalan Jermin together with accounts in respect of all rents and/or profits accruing to the said houses and expenses relating thereto, and an order for payment to the Plaintiff of such sum as may be found due to the Plaintiff upon such account being taken;

10

(v) As against the First, Second and Third Defendants, damages for breach of contract.

(2) As against the Sixth Defendant, return of the title deeds relating to the said land at Jalan Jermin together with damages for wrongful detention;

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(3) Consequential orders and directions;

(4) Costs.

Dated this 26th day of December 1972.

Sd. D. Marshall

Solicitors for the Plaintiff

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IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Suit No. 2824 of 1972

Between

30

Choo Kok Beng

Plaintiff

And

1. Choo Kok Hoe
2. Choo Koh Eng
3. Choo Kok Leong
4. Choo Eng Kai
5. Henry Cheng Chew Choo
6. Lee & Lee (sued as a firm) Defendants

SERVED PARTICULARS PURSUANT TO ORDER

Further and better particulars of the statement of claim.

Served pursuant to order dated 12th March, 1973.

1. Under Paragraph 1 of the statement of claim

Of the alleged funds used by the Plaintiff to purchase the land at Jalan Jermin, stating how much and to whom were the payment or payments made, and whether the same was or were made in cash or by cheque, and if the latter particulars of the said cheque or cheques:

The sum of \$13,184.32 was the amount used to pay for the land at Jalan Jermin.

The sum was paid in cash to the First Defendant. 25% of the said sum was handed in the first payment. The remaining 75% was handed over in the second payment.

2. Under Paragraph 2

Of the alleged various sums totalling \$200,000.00 advanced by the Plaintiff to the First Defendant, stating the date or dates and the amount or amounts of each payment made, and whether the sum were made in cash or by cheques and if the latter particulars of the said cheques.

Various sums totalling \$200,000-00 were handed in cash to the First Defendant as follows:-

Sometime in June 1954 the sum of \$50,000-00.  
Sometime in July 1956 the sum of \$50,000-00.  
Sometime in August 1958 the sum of \$50,000-00.  
Sometime in September 1959 the sum of \$50,000-00.

Dated the 21st day of March, 1973.

Sd. David Marshall

Solicitors for the Plaintiff

To: Ms. S.K. Lee & Co.  
Solicitors for the First and  
Fifth Defendants

In the High Court of the Republic of Singapore

No. 2  
Statement of Claim together with Further and Better Particulars  
26th December 1972  
(cont'd)

In the High  
Court of the  
Republic of  
Singapore

No. 3

Defence and Counterclaim of Second  
Defendant - - 5th March, 1973

No. 3  
Defence and  
Counterclaim  
of Second  
Defendant  
5th March  
1973

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Suit No. 2824 of 1972

Between

Choo Kok Beng

Plaintiff

And

1. Choo Kok Hoe
2. Choo Koh Eng
3. Choo Kok Leong
4. Choo Eng Hai
5. Henry Cheng Chew Choo
6. Lee & Lee  
(sued as a firm)

10

Defendants

DEFENCE AND COUNTERCLAIM

DEFENCE OF THE 2ND DEFENDANT

1. Save that the second defendant denies that lots 184-204, 184-205, 184-206, 184-207 and 184-208 of Mukim XXXV the said land at Jalan Jermin were purchased by the plaintiff out of his own funds and that the first defendant acted as the Plaintiff's agent as alleged, Paragraph 1 of the Statement of Claim is admitted.

20

2. Paragraph 2, 3 and 4 of the Statement of Claim are denied.

3. The said land at Jalan Jermin was purchased out of moneys belonging equally to the Plaintiff, the first, second and third defendants and although the legal ownership thereof is vested in the plaintiff the said land is held by him in equity upon trust for the plaintiff the first, second and third defendants as tenants in common in equal shares.

30

4. The said purchase moneys arose from the joint dealings of the plaintiff the first second and third defendants through the firm of Chin Choon Company of which the first and third defendants are partners for themselves and as nominees of the plaintiff and the second defendant.

5. The said Chin Choon Company purchased

properties from time to time in the individual names of the plaintiff and of the first second and third defendants but the outgoings thereof were paid out of the funds of the said Chin Choon Company which said funds belong to the plaintiff the first second and third defendants in equal shares.

In the High Court of the Republic of Singapore

No. 3  
Defence and Counterclaim  
of Second Defendant  
5th March 1973  
(cont'd)

10

6. The said properties mentioned in paragraph 4 of the Statement of Claim although the legal estate therein was vested as there stated in fact belong to the said Chin Choon Company having been purchased out of the said company's funds and each of the said properties is held by the person in whom it is vested upon trust for the plaintiff, the first second and third defendants in equal shares.

7. If which is denied there was any such oral agreement as alleged in paragraph 4 of the Statement of Claim it is unenforceable as it was not evidenced in writing.

20

8. The second defendant admits paragraph 2 of the Statement of Claim.

9. The second defendant denies that any agreement oral or otherwise as set out in paragraph 6 of the Statement of Claim was reached as alleged but admits the completion of the construction of the said houses and the allocation of street numbers as stated.

30

10. Sometime in 1966 there was a meeting of the plaintiff, the first second and third defendants when they agreed that the said houses at Jalan Jermin should be divided among them beneficially so that numbers 1 and 3 Jalan Jermin should be transferred to the first defendant, numbers 9 and 11 to the second defendant, numbers 5 and 7 to the third defendant and that the plaintiff should retain numbers 19 and 21 Jalan Jermin for himself beneficially. It was further decided that numbers 15 and 17 should be sold but it was eventually agreed that the first defendant should buy them for \$60,000/-.

40

11. The second defendant admits that possession of the said houses has been given as alleged in paragraph 7 of the Statement of Claim but says that such possession was given pursuant to and in part performance of the agreement mentioned in paragraph 10 hereof and not as alleged.

12. The second defendant admits that the fourth defendant is in occupation of No. 9, Jalan Jermin but denies that his occupation is wrongful. The

In the High Court of the Republic of Singapore

No. 3  
Defence and Counterclaim of Second Defendant  
5th March 1973  
(cont'd)

second defendant further believes from the facts known to him that the occupation of No. 7 Jalan Jermin by the fifth defendant is also not wrongful.

13. The second defendant does not dispute the facts alleged in paragraph 9 of the Statement of Claim.

14. The second defendant denies that there was any such agreement as alleged in paragraphs 6, 10 and 12 of the Statement of Claim. 10

15. The second defendant denies that the sixth defendant has acted unreasonably as alleged in paragraph 11 of the Statement of Claim but says that the sixth defendant has acted properly in the circumstances.

16. Save as herein expressly admitted the second defendant denies each and every allegation contained in the Statement of Claim as if the same were set out herein seriatim and specifically traversed. 20

17. By reason of the premises the Plaintiff is not entitled to the relief claimed or to any relief.

#### C O U N T E R C L A I M

1. The second defendant repeats paragraphs 3, 4, 5, 6, and 10 of the Defence.

2. In view of the differences that have arisen among the Plaintiff the first second and third defendants in relation to the said Chin Choon Company and its properties the said Chin Choon Company ought to be dissolved and proper accounts taken and all its properties and assets divided among the plaintiff the first second and third defendants in equal shares. 30

3. In the premises the second defendant claims :-

(1) Specific performance of the agreement mentioned in paragraph 10 of the Defence.

(2) Dissolution of the firm of Chin Choon Company and the division of its assets among the plaintiff, the first, the second, and the third defendants. 40

(3) All necessary and consequential orders and directions.

(4) Costs.

DATED and DELIVERED this 5th day of March 1973.

Sd. J.B. Jeyaretnam & Co.

Solicitors for the Second Defendant

To the abovenamed Plaintiff and to his  
solicitors Messrs David Marshall, Singapore.

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In the High  
Court of the  
Republic of  
Singapore

No. 3  
Defence and  
Counterclaim  
of Second  
Defendant  
5th March 1973  
(cont'd)



In the High  
Court of the  
Republic of  
Singapore

No. 4

Defence of Fourth Defendant - 5th March  
1973

No. 4  
Defence of  
Fourth  
Defendant - 5th  
March 1973

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Suit No. 2824 of 1972

Between

Choo Kok Beng

Plaintiff

And

1. Choo Kok Hoe
2. Choo Kok Eng
3. Choo Kok Leong
4. Choo Eng Hai
5. Henry Cheng Chew Choo
6. Lee & Lee  
(sued as a firm)

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Defendants

DEFENCE OF THE FOURTH DEFENDANT

1. The fourth defendant admits that he is in occupation of number 9 Jalan Jermin by the authority of the second defendant his father, but denies that he is wrongfully in possession and puts the plaintiff to strict proof thereof.

20

2. In the premises the fourth defendant denies that the plaintiff is entitled to the order claimed against him by paragraph 13(b)(ii) or any order at all.

3. Save as herein expressly admitted the fourth defendant denies each and every allegation contained in the Statement of Claim as if the same were set out herein seriatim and specifically traversed.

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DATED and DELIVERED this 5th day of March 1973.

Sd. J.B. Jeyaretnam & Co

Solicitors for the fourth Defendant

To the abovenamed Plaintiff and to his  
solicitors Messrs David Marshall, Singapore.

No. 5

Reply and Defence to Counterclaim of  
Second Defendant - 21st March, 1973

In the High  
Court of the  
Republic of  
Singapore

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Suit No. 2824 of 1972

Between

Choo Kok Beng

Plaintiff

And

1. Choo Kok Hoe
2. Choo Koh Eng
3. Choo Kok Leong
4. Choo Eng Hai
5. Henry Cheng Chew Choo
6. Lee & Lee  
(sued as a firm)

Defendants

No. 5  
Reply and  
Defence to  
Counterclaim  
of Second  
Defendant  
21st March  
1973

REPLY AND DEFENCE TO COUNTERCLAIM

R E P L Y

1. The Plaintiff joins issue with the Second Defendant on his defence save insofar as the same consists of admissions.

2. With regard to paragraph 7 of the Defence, the Plaintiff denies that there is any necessity for the agreement mentioned in paragraph 4 of the Statement of Claim to be evidenced in writing; further or in the alternative, the Plaintiff states that there has been sufficient performance of the said agreement on the part of the Plaintiff to make the said agreement binding on the parties thereto.

DEFENCE TO COUNTERCLAIM

3. The Plaintiff repeats his reply herein.

4. With regard to paragraph 2 of the Counterclaim, the Plaintiff denies that the properties concerned ever belonged to Chin Choon Company or the persons interested in the said Chin Choon Company. The Plaintiff further denies that he has at any material time had any interest in the said Chin Choon Company.

5. Save as hereinbefore expressly admitted or expressly not admitted the Plaintiff denies each and every allegation contained in the Counterclaim as if the same were herein set forth seriatim and specifically traversed.

Dated the 21st day of March 1973.

Sd. David Marshall

Solicitors for the Plaintiff

To: The Second Defendant and his solicitors  
J.B. Jeyaretnam & Company,  
59-G Anson Centre, Anson Road, Singapore.

In the High  
Court of the  
Republic of  
Singapore

No. 6

Defence and Counterclaim of 1st, 3rd  
and 5th Defendants and Further and  
Better Particulars - 3rd May 1973

No.6  
Defence and  
Counterclaim of  
1st, 3rd and  
5th Defendants  
and Further  
and Better  
Particulars  
3rd May 1973

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Suit No. 2824 of 1972

Between

Choo Kok Beng

Plaintiff

And

1. Choo Kok Hoe

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2. Choo Koh Eng

3. Choo Kok Leong

4. Choo Eng Hai

5. Henry Cheng Chew Choo

6. Lee & Lee

(sued as a firm)

Defendants

DEFENCE OF THE 1ST, 3RD AND  
5TH DEFENDANTS

1. Paragraph 1 of the Statement of Claim is denied. The 1st Defendant says that his own funds were used to pay for the said land at Jalan Jermin but by an arrangement between them it was to be registered in the Plaintiff's name. The beneficial ownership of the said land vests with the 1st Defendant.

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2. Save that the Plaintiff is the brother of the 1st Defendant, paragraph 2 of the Statement of Claim is denied.

3. Paragraph 3 of the Statement of Claim is also denied, but the 1st Defendant says that he borrowed \$12,000-00 from the Plaintiff with interest at \$1,000-00 which sum was repaid to the Plaintiff on 27th December, 1965.

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4. Paragraph 4 is also denied but the 1st, 3rd and 5th Defendants say that it was agreed between the Plaintiff and the 1st and 2nd Defendants that in consideration for the use of the Plaintiff's name as the legal owner of the property, that he, the Plaintiff, be given the ownership of Houses Nos. 19 and 21 Jalen Jermin and the remainder of the houses be transferred as follows :-

40

1) To the 1st Defendant houses Nos. 1, 3, 15 and 17 Jalan Jermin,

2) To the 2nd Defendant house No. 11 Jalan Jermin,

- 3) To the 3rd Defendant house Nos. 5 and 7  
Jalan Jermin,
- 4) To the 4th Defendant house No. 9 Jalan  
Jermin.

In the High  
Court of the  
Republic of  
Singapore

No. 6  
Defence and  
Counterclaim of  
1st, 3rd and  
5th Defendants  
and Further  
and Better  
Particulars  
3rd May 1973  
(cont'd)

5. As regards paragraph 5 of the Statement of  
Claim, the 1st Defendant says planning approval  
was given sometime in 1965.

6. The 1st, 3rd and 5th Defendants say that  
construction of the said semi-detached houses on  
the said land in Jalan Jermin was completed some-  
time in May 1967 but deny the oral agreement  
reached between the 1st, 2nd and 3rd Defendants  
and the Plaintiff as alleged in paragraph 6 of the  
Statement of Claim.

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

8. Paragraph 8 of the Statement of Claim is  
denied. The 5th Defendant says that he is  
occupying house No. 7, Jalan Jermin with the consent  
and authority of his father the 3rd Defendant who  
is the owner of the house.

9. Paragraph 9 of the Statement of Claim is  
denied. The 1st Defendant says he was in  
possession of the title deeds all the time and  
which title deeds were handed over to the 6th  
Defendants in May 1968.

10. Paragraphs 10 and 12 of the Statement of  
Claim are denied.

11. In the premises the 1st, 3rd and 5th  
Defendants say that the Plaintiff is not entitled  
to any of the reliefs claimed or at all.

#### COUNTERCLAIM

12. The 1st and 3rd Defendants repeat paragraph 4  
of the Defence and say that the Plaintiff is in  
breach of the agreement therein stated and counter-  
claim against the Plaintiff for

- (1) specific performance of the agreement referred  
to in paragraph 4 aforesaid or alternatively  
for an order that the houses Nos. 19 and 21,  
Jalan Jermin be returned to the 1st Defendant;
- (2) a declaration that the 1st Defendant is the  
legal owner of houses Nos. 1, 3, 15 and 19,  
Jalan Jermin;

In the High Court of the Republic of Singapore

No. 6  
Defence and Counterclaim of 1st, 3rd and 5th Defendants and Further Particulars  
3rd May 1973  
(cont'd)

(3) a declaration that the 3rd Defendant is the legal owner of houses Nos. 5 and 7, Jalan Jermin; and

(4) such further or other relief.

Dated and served this 3rd day of May, 1973.

SOLICITORS FOR THE 1ST, 3RD AND 5TH DEFENDANTS.

27th July 1973 IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Suit No. 2824 of 1972

Between

10

Choo Kok Beng

Plaintiff

And

- 1. Choo Kok Hoe
- 2. Choo Koh Eng
- 3. Choo Kok Leong
- 4. Choo Eng Hai
- 5. Henry Cheng Chew Choo
- 6. Lee & Lee  
(sued as a firm)

Defendants

PARTICULARS SERVED PURSUANT TO ORDER

20

Further and better particulars of the Defence.

Served pursuant to Order dated the 23rd day of July, 1973.

Under Paragraph 3

- (a) Of the date of the purported loan.  
The loan was made sometime in the year 1958.
- (b) Of how the purported loan was paid to the 1st Defendant - in cash or by cheque.  
It was paid by two cheques of \$5,000-00 each and \$2,000-00 in cash.
- (c) If by cheque the date and name of the drawee bank.  
The 1st Defendant could not remember the date or the drawee bank as the loan was made 15 years ago.

30

(d) Of the detailed terms of the purported loan such as period of repayment, rate of interest.  
The loan was for an indefinite period and the interest agreed was \$1,000-00.

In the High Court of the Republic of Singapore

(e) Whether there is any written memorandum regarding the purported loan.  
There was no written memorandum.

No. 6  
Defence and Counterclaim of 1st, 3rd and 5th Defendants and Further and Better Particulars  
27th July 1973  
(cont'd)

Dated the 27th day of July, 1973.

Sd. S.K. Lee & Co  
Solicitors for the 1st, 3rd and  
5th Defendants

To:  
Messrs. David Marshall,  
Solicitors for the Plaintiff.

10

In the High  
Court of the  
Republic of  
Singapore

No. 7

Reply and Defence to Counterclaim of  
First, Third and Fifth Defendants -  
10th August 1973

No. 7  
Reply and  
Defence to  
Counterclaim of  
1st, 3rd and  
5th Defendants  
10th August  
1973

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Suit No. 2824 of 1972

Between

Choo Kok Beng Plaintiff

And

1. Choo Kok Hoe 10  
2. Choo Koh Eng  
3. Choo Kok Leong  
4. Choo Eng Hai  
5. Henry Cheng Chew Choo  
6. Lee & Lee  
(sued as a firm) Defendants

REPLY AND DEFENCE TO COUNTERCLAIM OF THE  
PLAINTIFF TO THE DEFENCE AND COUNTERCLAIM  
OF THE FIRST, THIRD AND FIFTH DEFENDANTS  
DATED THE 3RD MAY, 1973

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R E P L Y

1. The Plaintiff joins issue with the 1st, 3rd and 5th Defendants on paragraphs 1, 2, 4, 5, 6, 7, 8, 10 and 11 of their Defence save in so far as the same consist of admissions.

2. With regard to paragraph 3 of the said Defence the Plaintiff admits having received the sum of \$13,000-00 from the 1st Defendant on or about the 27th December, 1965, but states that the said sum of \$13,000-00 was received in the circumstances indicated in paragraph 3 of the Statement of Claim and for the purposes mentioned in the said paragraph.

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3. As regards paragraph 9 of the said Defence the Plaintiff says that he had possession of all the title deeds all the time since his purchase of the said land at Jalan Jermin in 1954 and except that he says that he has no knowledge of when the said title deeds were handed over to the 6th Defendants by the 1st Defendant, and puts the 1st Defendant to strict proof of the same, the Plaintiff joins issue on paragraph 9 of the said Defence.

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DEFENCE TO COUNTERCLAIM

4. The Plaintiff repeats his reply herein and denies that the 1st and 3rd Defendants or either of them are entitled to the reliefs claimed in paragraph 12 of the Counterclaim.

Dated and delivered this 10th day of August 1973.

Sd. (illegible)  
Solicitors for the Plaintiff

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In the High  
Court of the  
Republic of  
Singapore

No. 7  
Reply and  
Defence to  
Counterclaim of  
1st, 3rd and  
5th Defendants  
10th August  
1973  
(cont'd)



In the High  
Court of the  
Republic of  
Singapore

No. 8

Affidavit verifying Plaintiff's List  
of Documents and List of Documents  
exhibited thereto - 14th December 1977

No. 8  
Affidavit  
verifying  
Plaintiff's  
List of  
Documents and  
list of  
Documents  
exhibited  
thereto - 14th  
December 1977

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Suit No. 2824 of 1972

Between

Choo Kok Beng

Plaintiff

And

1. Choo Kok Hoe
2. Choo Koh Eng
3. Choo Cheng Chew and Choo Kok  
Hoe as Administrators of the  
estate of Choo Kok Leong, deceased.
4. Choo Eng Hai
5. Henry Cheng Chew Choo
6. Lee & Lee (sued as a firm) Defendants

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AFFIDAVIT VERIFYING LIST OF DOCUMENTS

I, the abovenamed Plaintiff CHOO KOK BENG do  
solemnly affirm and say as follows :-

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1. The statement made by me in paragraph 1 of  
the List of documents now produced and shown to  
me marked "A" are true.
2. The statements of fact made by me in  
paragraph 2 of the said List are true.
3. The statements made by me in paragraph 3 of  
the said List are true to the best of my knowledge,  
information and belief.

AFFIRMED at Singapore by the )  
abovenamed CHOO KOK BENG ) Sd. Choo Kok Beng  
this 14th day of December )  
1977 )

30

Before me

Sd. A. Palaniappan

This is the exhibit marked "A" referred to in the Affidavit of CHOO KOK BENG and sworn before me this 14th day of December 1977.

Before me,  
Sd. A. Palaniappan  
A Commissioner for Oaths.

In the High Court of Republic of Singapore

No. 8  
Affidavit  
verifying  
Plaintiff's List  
of Documents and  
list of Documents  
exhibited  
thereto - 14th  
December 1977  
(cont'd)

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Suit No. 2824 of 1972

Between

10 Choo Kok Beng Plaintiff

And

1. Choo Kok Hoe
2. Choo Koh Eng
3. Choo Cheng Chew and Choo Hok Hoe  
as Administrators of the estate  
of Choo Kok Leong, deceased.
4. Choo Eng Hai
5. Henry Cheng Chew Choo
6. Lee & Lee (sued as a firm) Defendants

20 LIST OF DOCUMENTS

The following is a list of documents relating to the matters in question in this action which are or have been in the possession, custody or power of the abovenamed Plaintiff CHOO KOK BENG and which is served in compliance with the Order herein dated the 7th day of November 1977.

- 30 1. The Plaintiff has in his possession, custody or power the documents relating to the matters in question in this action enumerated in Schedule I hereto.
2. The Plaintiff objects to produce the documents enumerated in part 2 of the said Schedule I on the ground that they are privileged and are confidential communications between solicitor and client.
- 40 3. The Plaintiff, nor any other person on his behalf has now, or ever had, in his possession, custody or power any document of any description whatever relating to any matter in question in this action, other than the documents enumerated in the Schedule hereto.

In the High  
Court of  
Republic of  
Singapore

S C H E D U L E I

Part I

<u>No.</u>	<u>Date</u>	<u>Particulars</u>	
No; 8 Affidavit verifying Plaintiff's List of Documents and list of docu- ments exhibited thereto - 14th December 1977 (cont'd)			
1.	21/5 /71	Copies of Standard letters to Occupiers of Jalan Jermin properties from D. Marshall (then solicitors for plaintiff)	
2	21/5/71	Copy of letter from D. Marshall to Choo Koh Eng (2nd defendant) informing him inter alia that he had not kept to his promise to transfer his house according to agreement with Plaintiff. (Re: 9 & 11 Jalan Jermin)	10
3	21/5/71	Copy of letter from D. Marshall to Choo Kok Leong (re: 5 & 7 Jalan Jermin)	
4	22/5/71	Copy of letter from D. Marshall to Choo Kok Hoe	
5	22/5/71	Copy of letter from D. Marshall to Ms Lee & Lee indicating "we are perturbed that client has been informed that he cannot recover his prior title deeds without Mr Choo Kok Hoe's consent".	20
6	31/5/71	Lee & Lee letter to D. Marshall	
7	31/5/71	Copy of letter from 2nd Defendant to Koh Thiam Seng (tenant of 11 Jalan Jermin) instructing him to withhold <sup>2</sup> payment of rent.	30
8	3/6/71	Letter from Koh Thiam Seng to D. Marshall enclosing copy of 2nd Defendant aforesaid letter.	
9	14/6/71	Letter from Lee & Lee to D. Marshall	
10	18/6/71	Copy letter from D. Marshall to Lee & Lee	
11	29/6/71	Lee & Lee letter to D. Marshall	40
12	1/7/71	Copy letter from D. Marshall to Lee & Lee	

13	2/7/71	Copy letter from D. Marshall to Lee & Lee requesting them not to release title deeds to 1st Defendant until question of title is reserved.	In the High Court of Republic of <u>Singapore</u>
			No. 8
14	2/7/71	Lee & Lee letter agreeing	Affidavit verifying Plaintiff's
15	2/7/71	Chia & Poh letter to D. Marshall enclosing copy of 1st Defendant's letter dated 18/6/71 to the tenant of 17 Jalan Jermin (Mdm Chia Yee Sun)	List of Documents and List of Documents exhibited thereto - 14th December 1977 (cont'd)
10			
16	7/7/71	Copy letter from D. Marshall to Chia & Poh suggesting that they are paid the rents & hold the same until position is clarified.	
17	13/7/71	Copies of standard type letters to occupants of Jalan Jermin houses to seek legal advice with regard to payment of rent.	
20	18	23/7/71	Letter from Dennis Lee (Lee & Lee) to D. Marshall on parting possession of Title Deeds.
19	23/7/71	Letter from J.B. Jeyaretnam & Co to D. Marshall indicating they act for Choo Koh Eng (2nd Defendant)	
20	27/7/71	Copy letter from D. Marshall to J.B. Jeyaretnam & Co.	
21	28/7/71	Letter from J.B. Jeyaretnam & Co to D. Marshall	
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22	3/8/71	Copy letter from D. Marshall to Kwa Geok Choo (Lee & Lee)	
23	6/8/71	Letter from Kwa Geok Choo to D. Marshall ("cannot remember")	
24	6/8/71	Letter from S.T.B. enclosing Way Leave Agreement dated 14/4/66 between S.T.B. & Plaintiff in respect of Jalan Jermin/Jalan Belangkar	
25	21/9/71	Copy letter to J.B. Jeyaretnam & Co from D. Marshall	
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26	21/9/71	Copy letter from D. Marshall to Comptroller of Property Tax asking them to reinstate Plaintiff's name on Valuation List as he is registered owner of 1 & 9 Jalan Jermin	

In the High Court of the Republic of Singapore	27	28/9/71	Copy of letter from J.B. Jeyaretnam & Co to The Comptroller of Property Tax	
No. 8 Affidavit verifying Plaintiff's List of Documents and List of Documents exhibited thereto - 14th December 1977 (cont'd)	28	28/9/71	Letter from J.B. Jeyaretnam to D. Marshall	
	29	29/10/71	Letter from Comptroller of Property Tax suggested that an Order be obtained so as to make necessary correction	
	30	29/10/71	Copy letter from D. Marshall to Registrar of Titles	10
	31	4/11/71	Copy letter from D. Marshall to Lee & Lee to loan certain Title Deeds	
	32	9/11/71	Letter from Lee & Lee suggesting inspection at their office	
	33	12/11/71	Copy letter from D. Marshall making appointment to inspect	
	34	19/11/71	Letter from Land Titles Registry regarding Primary Application	20
	35	9/2/72	Copy of letter from D. Marshall to Registrar of Titles requesting lodgment of Statutory Declaration to put records straight.	
	36	24/2/72	Letter from Land Titles Registry agreeing to swearing of Fresh Statutory Declaration of Long User.	
	37	7/3/72	Copy letter from D. Marshall to Property Tax	
	38	17/3/72	Letter from Property Tax indicating Plaintiff is included in Valuation List as owner of 11 Jalan Jermin	30
	39	22/3/72	Letter from Land Titles Registry to D. Marshall	
	40	23/3/72	Copy letter from D. Marshall to Land Titles Registry	
	41	25/3/72	Copy letter from D. Marshall to Land Titles Registry	
	42	29/3/72	Letter from Land Titles Registry to D. Marshall	40

	43	5/4/72	Letter from Land Titles Registry to D. Marshall	In the High Court of the Republic of Singapore
	44	19/4/72	Copy letter from D. Marshall to Land Titles Registry enclosing Statutory Declaration of Plaintiff lodged in relation to Primary Application Lots 2994 to 3003 MK. XXIV (Jalan Jermin) (Lodgment was refused)	<u>Singapore</u> No. 8 Affidavit verifying Plaintiff's List of Documents and List of Documents exhibited thereto - 14th December 1977 (cont'd )
10	45	29/4/72	Copy letter from D. Marshall to Land Titles Registry inquiring why Statutory Declaration could not be lodged	
	46	5/5/72	Letter from Land Titles Registry indicating that the previous Primary Application was withdrawn & requesting Plaintiff to file fresh one.	
20	47	17/7/72	Copy letter from D. Marshall to Land Titles Registry	
	48	2/8/72	Letter from Land Titles Registry suggesting that Lodgment of Primary Application be deferred until final determination of the law suit.	
	49	21/8/72	Copy letter from D. Marshall to Land Titles Registry in reply	
30	50	21/8/72	Copy letter from D. Marshall to Lee & Lee requesting Title Deeds ON LOAN to enable lodgment of Primary Application	
	51	23/8/72	Copy letter from D. Marshall to J.B. Jeyaretnam whether they have instructions to accept service.	
	52	24/8/72	Copy letter from D. Marshall to Lee & Lee	
	53	29/8/72	Lee & Lee letter indicating they cannot release Title Deeds in view of dispute. (unless Choo Kok Hoe agrees)	
40	54	9/9/72	Copy letter from D. Marshall to S.K. Lee & Co	
	55	11/9/72	S.K. Lee letter confirming they act for Choo Kok Hoe	

In the High Court of the Republic of Singapore	56	13/9 /72	Copy letter from D. Marshall to O.C.B.C. (North Branch) for copy of the cheque for \$13,000 /- drawn in 1966.	
No. 8 Affidavit verifying Plaintiff's List of Documents and List of Documents exhibited thereto - 14th December 1977 (cont'd)	57	26 /9 /72	Letter from O.C.B.C. enclosing copy of cheque (signed by CHIN CHOON CO.)	
	58	25/9 /72	Letter from J.B. Jeyaretnam indicating they will accept service of proceeding for Choo Koh Eng (2nd Defendant)	10
	59	24/10/72	Copy letter from D. Marshall to Chief Planner inquiring date of S.9 (3) approval (Jalan Jermin)	
	60	24/10/72	Copy letter from D. Marshall to Property Tax inquiring on Surrey Road, Everton Road & Hindoo Road.	
	61	30/10 /72	Copy letter from D. Marshall to Chief Planner enclosing payment of search fee	20
	62	2/11/72	Legal Requisition to Chief Planner (answered)	
	63	3/11/72	Letter from Property Tax - unable to give information required	
	64	24/1/73	Letter from J.B. Jeyaretnam to D. Marshall	
	65	27/1/73	Copy letter from D. Marshall to J.B. Jeyaretnam	
	66	7/2/73	Lee & Lee letter to D. Marshall	
	67	10/2/73	Lee & Lee letter to D. Marshall requesting particulars of Statement of Claim	30
	68	15/2/73	J.B. Jeyaretnam letter to D. Marshall	
	69	16 /2 /73	Lee & Lee letter to D. Marshall	
	70	19/2/73	Copy letter from D. Marshall to S.K. Lee	
	71	2/3/73	Copy letter from D. Marshall to J.B. Jeyaretnam	
	72	22/2/73	S.K. Lee letter to D. Marshall requesting further & better particulars	40

	73	3/3/73	Copy letter from D. Marshall to S.K. Lee indicating they are not entitled to further & better particulars	In the High Court of the Republic of Singapore
	74	27/2/73	Copy letter from D. Marshall to Lee & Lee	No. 8
	75	14/3/73	Lee & Lee letter to D. Marshall	Affidavit
	76	16/3/73	Copy letter from D. Marshall to Lee & Lee	verifying
	77	20/3/73	S.K. Lee letter to D. Marshall	Plaintiff's
10	78	23/3/73	Copy letter from D. Marshall to S.K. Lee	List of
	79	24/3/73	S.K. Lee letter to D. Marshall	Documents and
	80	6/4/73	Copy letter from Lee & Lee to Registrar on draft order	List of
	81	13/4/73	Lee & Lee letter to D. Marshall	Documents
	82	13/4/73	Lee & Lee letter to D. Marshall indicating they have deposited 8 Title Deeds with the Registrar, Supreme Court	exhibited
20	83	21/4/73	Copy letter from D. Marshall to S.K. Lee to file Defence by 23/4/73	thereto - 14th
	84	23/4/73	S.K. Lee letter indicating consent to file Defence by 2/5/73	December 1977
	85	3/5/73	Copy letter from D. Marshall to S.K. Lee agreeing to adjourn filing of Defence to 4/5/73	(cont'd)
	86	18/5/73	Copy letter from D. Marshall to S.K. Lee requesting extension to file Reply	
30	87	18/5/73	Copy letter from D. Marshall to S.K. Lee requesting further & better particulars	
	88	26/5/73	Copy letter from D. Marshall to S.K. Lee	
	89	16/6/73	Copy letter from D. Marshall to S.K. Lee requesting furnishing of particulars or they will apply to Court	



In the High Court of the Republic of Singapore	90	18/6/73	S.K. Lee letter to D. Marshall indicating that as solicitor in charge has left the firm they require time	
No. 8 Affidavit verifying Plaintiff's List of Documents and List of Documents exhibited thereto - 14th December 1977 (cont'd)	91	20/6/73	Copy letter from D. Marshall to S.K. Lee extending time	
	92	2/7/73	Copy letter from D. Marshall to S.K. Lee	
	93	2/7/73	Letter from Property Tax to D. Marshall indicating renumbering of properties at Surrey Road/Lincoln Road	10
	94	23/7/73	Copy letter from D. Marshall to S.K. Lee enclosing draft Order (C.J.) granting plaintiff's application for further & better particulars	
	95	7/1/75	Letter from J.B. Jeyaretnam & Co to Eugene Phoa & Co	
	96	8/2/75	Letter from J.B. Jeyaretnam & Co to Eugene Phoa & Co	20
	97	31/3/75	Letter from J.B. Jeyaretnam & Co to Eugene Phoa & Co	
	98	11/4/75	Copy of letter from E. Phoa & Co to J.B. Jeyaretnam indicating Choo Kok Beng is proceeding	
	99	30/7/75	Copies of letters from Chia & Poh addressed to S.K. Lee referring to arrears of rent on Jalan Jermin.	
	100	4/8/75	Copy of S.K. Lee letter to Chia & Poh	30
	101	4/8/75	Letter from Chia & Poh to E. Phoa & Co	
	102	6/8/75	Copy of E. Phoa letter to Chia & Poh advising them to pay all monies into Court so that the party that succeeds will be able to claim the money from Court.	
	103	12/8/75	Copy of Chia & Poh letter to S.K. Lee forwarding \$5,500/- being arrears of rent on 17 Jalan Jermin etc.	40
	104	20/8/75	Copy of E. Phoa & Co letter to Chia & Poh making objections to their payment of any monies to S.K. Lee & Co	

105	11/9/75	Copy of Stamped Undertaking from Choo Kok Hoe to Md Chia Yee Sun.	In the High Court of the Republic of Singapore <u>No. 8</u> Affidavit verifying Plaintiff's List of Documents and List of Documents exhibited thereto - 14th December 1977 (cont'd)
106	16/9/75	Letter from Chia & Poh to E. Phoa & Co	
107	19/9/75	Copy of letter from E. Phoa & Co to Chia & Poh	
108	9/12/75	Copy of letter from S.K. Lee & Co to PLAINTIFF pertaining to 11-C Hindoo Road and claiming arrears of rent	
109	24/1/76	Copy of letter from S.K. Lee & Co to PLAINTIFF indicating that their letter was written in error and that PLAINTIFF is a licensee.	

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PART 2

Correspondence between solicitor and client and other privileged communications.

Dated the 14th day of December 1977

Notice to Inspect

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Take Notice that the documents in the above list, other than these listed in part 2 of Schedule I may be inspected at the office of Ms Angela Lee, No. 12 Bank of China Chambers, Singapore 1 the solicitors for the Plaintiff on any working day between the hours of 9.30 a.m. and 12 noon and 2.30 p.m. and 4 p.m.

Sgd. A. Lee

Solicitors for the Plaintiff

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To 1st, 3rd & 5th Defendants & their Solicitors Ms S.K. Lee & Company

To 2nd & 4th Defendants & their Solicitors J.B. JEYARETNAM & CO

To 6th Defendants Ms Lee & Lee

In the High  
Court of the  
Republic of  
Singapore

No. 9  
Amended Defence  
and Counter-  
claim of 1st,  
3rd and 5th  
Defendants  
16th October  
1979

No. 9

Amended Defence and Counterclaim of  
1st, 3rd and 5th Defendants - 16th  
October 1979

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Suit No. 2824 of 1972

Between

CHOO KOK BENG

Plaintiff

And

1. CHOO KOK HOE
2. CHOO KOH ENG
3. CHOO KOK LEONG
4. CHOO ENG HAI
5. HENRY CHENG CHEW CHOO
6. LEE & LEE  
(sued as a firm)

Defendants

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Amended as deleted and underlined in red pursuant  
to the order of Court dated the 15th day of  
October 1979.

Dated this 16th day of October 1979.

Sgd. (illegible)  
Asst. Registrar

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**AMENDED**

DEFENCE OF THE 1ST, 3RD AND 5TH DEFENDANTS  
(hereinafter called the Defendants)

1 a) Paragraph 1 of the Statement of Claim is  
denied. ~~The 1st Defendant says that his own  
funds were used to pay for the said land at Jalan  
Jermin but by an arrangement between them it was  
to be registered in the Plaintiff's name. The  
beneficial ownership of the said land vests with  
the 1st Defendant.~~ The Defendants say that the  
land at Jalan Jermin described in Paragraph 1 of  
the Statement of Claim (hereinafter called "the  
said land") was purchased by the 1st Defendant  
for and on behalf of himself and his elder brother  
Choo Kok Leong (now deceased). The purchase price  
was initially paid by the 1st Defendant out of his  
own funds and he was subsequently reimbursed by  
the said Choo Kok Leong deceased as to one half  
share thereof.

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1b) By arrangement between the 1st Defendant and  
the said Choo Kok Leong and with the consent of the  
Plaintiffs, the conveyance of the said land was  
made in the name of the Plaintiff and registered

as such. At all material times, the beneficial ownership of the said land vested with the 1st Defendant and the said Choo Kok Leong who through the firm of Chin Choon & Co hereinafter described paid all property taxes and other incidental outgoings thereon and collected all rents thereof until the events stated in paragraphs 4(c) and 4(d) hereof.

In the High Court of the Republic of Singapore

No. 9  
Amended Defence and Counter-claim of 1st, 3rd and 5th Defendants  
16th October 1979  
(cont'd)

10 lc) The Defendants further say that the said land was so purchased by the 1st Defendant as aforesaid together with two other lots of land in the vicinity known as Lots 184-215 & 184-216 of Mukim XXIV. The 2 lots were however purchased by the 1st Defendant for his own use and benefit and was conveyed to the 1st Defendant and registered in his name. The said 2 lots were subsequently sold by the 1st Defendant.

20 2. Save that the Plaintiff is the youngest brother of the 1st Defendant, paragraph 2 of the Statement of Claim is denied.

3. Paragraph 3 of the Statement of Claim is also denied, ~~but the 1st Defendant says that he borrowed \$12,000-00 from the Plaintiff with interest at \$1,000-00 which sum was repaid to the Plaintiff on 27th December, 1965.~~ The Defendants say that the Plaintiff did lend 2 sums of money to M/s Chin Choon & Co. a partnership firm of which the 1st Defendant and the said Choo Kok Leong were partners at all material times, viz:

- 30 (a) a sum aggregating \$12,000/- in 1958 being as to \$7,000/- on or about 11th, June 1958 and as to \$5,000/- on or about 9th December 1958 and which was repaid to the Plaintiff by the said M/s Chin Choon & Co on or about the 27th December 1965 together with a sum of \$1,000/- by way of interest and fraternal goodwill.
- 40 (b) a further sum aggregating \$13,000/- in 1957 being as to \$4,000/- on or about 6th March 1957 and as to \$5,000/- on or about 11th April 1957 and as to \$4,000/- on or about 3rd August 1957. The said sum of \$13,000/- was subsequently by consent of the Plaintiff discharged by the 1st Defendant on behalf of M/s Chin Choon & Co. by way of the conveyance in favour of the Plaintiff of the property then known as No. 37 Versamy Road which had prior thereto been purchased and paid for by the 1st Defendant.

In the High Court of the Republic of Singapore

No. 9  
Amended Defence and Counter-claim of 1st, 3rd and 5th Defendants  
16th October 1979  
(cont'd)

4. ~~Paragraph 4 is also denied but the 1st, 3rd and 5th Defendants say that it was agreed between the Plaintiff and the 1st and 2nd Defendants that in consideration for the use of the Plaintiff's name as the legal owner of the property, that he, the Plaintiff, be given the ownership of houses Nos. 19 and 21 Jalan Jermin and the remainder of the houses be transferred as follows:-~~

1) ~~To the 1st Defendant houses Nos. 1, 3, 15 and 17 Jalan Jermin,~~

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2) ~~To the 2nd Defendant house No. 11 Jalan Jermin,~~

3) ~~To the 3rd Defendant house Nos. 5 and 7 Jalan Jermin,~~

4) ~~To the 4th Defendant house No. 9 Jalan Jermin.~~

a) Save that the 1st Defendant is and was at all material times the beneficial owner of Nos. 14, 14A, 14B, 16, 16A, 16B Surrey Road and 21 Everton Road and that the said Choo Kok Leong was at all material times the beneficial owner of Nos. 11, 11A, 11B and 11C Hindoo Road, and No. 30 Norris Road, paragraph 4 of the Statement of Claim is denied. The Defendants deny having reached an agreement with the Plaintiff in terms alleged in paragraph 4 of the Statement of Claim or at all.

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b) The market value of the 1st Defendant's properties at Nos. 14, 14A, 14B, 16, 16A, 16B Surrey Road and No. 21 Everton Road in 1966 far exceeded the market value of the said Nos. 1, 3, 15 & 17 Jalan Jermin, Singapore at all material times. Likewise, the market value of Nos. 11, 11A, 11B and 11C Hindoo Road, Singapore in 1966 and/or 1967 far exceeded the market value of Nos. 5 & 7 Jalan Jermin, Singapore. The 1st Defendant and the said Choo Kok Leong had accordingly no reason for agreeing with the Plaintiff as alleged in the said paragraph 4.

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c) In 1964 the 1st Defendant and the said Choo Kok Leong decided to develop the said land by erecting thereon 10 semi-detached houses. In pursuance thereto construction works on the said land were commenced in 1965. Sometime towards the completion of the construction of 10 semi-detached houses on the said land, the 1st Defendant and the said Choo Kok Leong agreed as a matter of fraternal love and goodwill to give by way of voluntary

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conveyances 2 units of the said semi-detached houses on the said land to their elder brother, the 2nd Defendant and another 2 units thereof to the Plaintiff. The 1st Defendant and the said Choo Kok Leong after having reserved for themselves what subsequently became known as Nos. 1 & 3 Jalan Jermin and Nos. 5 & 7 Jalan Jermin respectively, then requested the 2nd Defendant and the Plaintiff in turn to choose 2 units of the remaining houses for each of themselves. As it turned out, the 2nd Defendant and the Plaintiff chose what subsequently became known as Nos. 9 & 11 Jalan Jermin and Nos. 19 & 21 Jalan Jermin respectively. The remaining 2 units were then by agreement between the 1st Defendant and the said Choo Kok Leong allotted to and accepted by the 1st Defendant for his use and benefit.

In the High Court of the Republic of Singapore

No. 9  
Amended Defence and Counter-claim of 1st, 3rd and 5th Defendants  
16th October 1979  
(cont'd)

d) The 1st Defendant moved into occupation and/or took possession of Nos. 1, 3, 15, & 17 Jalan Jermin in or about July 1967. Likewise the said Choo Kok Leong took possession of Nos. 5 & 7 Jalan Jermin in 1967.

5. As regards paragraph 5 of the Statement of Claim, ~~the 1st Defendant says planning approval was given sometime in 1965.~~ The Defendants admit that Planning Approval under Section 9(3) of the Planning Ordinance was granted on or about the 1st November 1966 in respect of the sub-division of the said land into 10 plots and of the erection of one two-storey semi-detached house on each of them.

~~6. The 1st, 3rd and 5th Defendants say that construction of the said semi-detached houses on the said land in Jalan Jermin was completed sometime in May 1967 but deny the oral agreement reached between the 1st, 2nd and 3rd Defendants and the Plaintiff as alleged in paragraph 6 of the Statement of Claim.~~ Save that the construction of the said 10 semi-detached houses on the said land was completed in May 1967 and that the semi-detached houses thereon were allotted the street numbers stated in paragraph 6 of the Statement of Claim, the Defendants deny the oral agreement alleged in paragraph 6 of the Statement of Claim.

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

8. Paragraph 8 of the Statement of Claim is denied. The 5th Defendant says that he the 5th Defendant is occupying house No. 7, Jalan Jermin with the consent and authority of his father

In the High Court of the Republic of Singapore

No. 9  
Amended Defence and Counter-claim of 1st, 3rd and 5th Defendants  
16th October 1979  
(cont'd)

~~the 3rd Defendant~~ the said Choo Kok Leong who is was the owner of the house and by virtue of the title and interest of the Estate of Choo Kok Leong, deceased in the same.

9. Paragraph 9 of the Statement of Claim is denied. ~~The 1st Defendant says he was in possession of the title deeds all the time and which title deeds were handed over to the 6th Defendants in May 1968.~~ The Defendants say that the 1st Defendant was in possession of the title deeds at all times after the purchase of the said land and that the same were handed over to the 6th Defendants by the 1st Defendant on his own volition and with the consent of the said Choo Kok Leong sometime in May 1968 with the view to applying for the issue of separate titles in respect of the 10 subdivided plots thereof. The Plaintiff dutifully complied or agreed to comply with each and every request of the Defendants in regard to the signing of applications as the registered owner of the said land for the said issue of separate titles thereof and other incidental obligations relating thereto, save and except in regard to a statutory declaration of long possession which had been advised by the 6th Defendants when a title deed relating to the said land was found by the 1st Defendant to have been misplaced. It was then that the Plaintiff for the first time claimed that the beneficial ownership of the said land belonged to him.

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10. ~~Paragraphs 10 and 12 of the Statement of Claim are denied.~~ As to paragraph 10 of the Statement of Claim the Defendants deny that the Plaintiff is entitled in the premises to the transfer of the properties alleged therein and put the Plaintiff to strict proof of each and every allegation contained therein.

11. ~~In the premises, the 1st, 3rd and 5th Defendants say that the Plaintiff is not entitled to any of the reliefs claimed or at all.~~ As to paragraph 11 of the Statement of Claim, the Defendants deny that the Plaintiff is entitled either to instruct or to terminate instructions to the 6th Defendants as alleged therein. The Defendants further deny that the Plaintiff is entitled to or to request the 6th Defendants for the title deeds of the said land since the beneficial ownership thereof at all material times belonged to the 1st Defendant and the said Choo Kok Leong.

40

50

12. Paragraph 12 of the Statement of Claim is not admitted.

In the High Court of the Republic of Singapore

13. The Defendants further say that as in the case of the said land the 1st Defendant and the said Choo Kok Leong had likewise sometime in 1949 with the Plaintiff's consent, purchased another property in the Plaintiff's name. The said property was then known as Lots 1355 and 1357 of Town Sub-division No. XVIII in the district of Rochore being part of grant 358. The said property was purchased by the 1st Defendant out of funds belonging to the said partnership firm of Chin Choon & Co which collected all rents thereof paid all property taxes and other outgoings thereon until its sale. As in the case of the said land the Plaintiff was merely the registered owner of the said lots 1355 and 1357, the beneficial ownership of which did not rest with him.

No. 9  
Amended Defence and Counter-Claim of 1st, 3rd and 5th Defendants  
16th October 1979  
(cont'd)

14. Further or alternatively, the Defendants will if necessary rely on the Statute of Frauds 29 Car. II.63.

15. In the premises, the Defendants say that the Plaintiff is not entitled to any of the relief claimed or at all.

16. Save as is expressly admitted herein, each and every allegation of the Plaintiff's statement of claim is denied as if the same were set out herein seriatim and specifically traversed.

AMENDED  
COUNTERCLAIM

~~12. The 1st and 3rd Defendants repeat paragraph 4 of the Defence and say that the Plaintiff is in breach of the agreement therein stated and counterclaim against the Plaintiff for~~

~~(1) specific performance of the agreement referred to in paragraph 4 aforesaid or alternatively for an order that the houses Nos. 19 and 21, Jalan Jermin be returned to the 1st Defendant;~~

~~(2) a declaration that the 1st Defendant is the legal owner of houses Nos. 1, 3, 15 and 19, Jalan Jermin;~~

~~(3) a declaration that the 3rd Defendant is the legal owner of houses Nos. 5 and 7, Jalan Jermin; and~~

~~(4) such further or other relief.~~



In the High  
Court of the  
Republic of  
Singapore

No. 9  
Amended Defence  
and Counter-  
claim of 1st,  
3rd and 5th  
Defendants  
16th October  
1979  
(cont'd)

18. The Defendants will contend that the said land and the said 10 semi-detached houses erected thereon were at all material times beneficially owned by the 1st Defendant and the said Choo Kok Leong and purchased and paid for out of their own money. The said land and houses thereon were and are held in the name of the Plaintiff upon trust for and on behalf of the 1st Defendant and the said Choo Kok Leong.

19. The Defendants will further contend that the Plaintiff has by his conduct in instituting and in the proceeding herein disclaimed and/or repudiated the aforesaid intended voluntary conveyances to him of Nos. 19 & 21 Jalan Jermin. Alternatively, the said intended voluntary conveyances were at all material times and are incomplete and ineffective.

10

In the premises, the Defendants counterclaim:-

1. For a declaration that the 1st & 3rd Defendants are the beneficial owners of the said land now known as Lots 2994-3003 of Mukim XXIV in the District of Kallang being part of land comprised in Grants 80, 162, 193 and grant in fee simple No. 527 or some or one of them together with houses erected thereon and known as Nos. 1, 3, 5, 7, 9, 11, 15, 17, 19 & 21 Jalan Jermin, Singapore.

20

2. Further or alternatively, a declaration that the intended voluntary conveyances of the said land now known as Lots 2994 and 2995 of Mukim XXIV together with the two semi-detached houses erected thereon known as Nos. 19 & 21 Jalan Jermin, Singapore, by the 1st Defendant and the said Choo Kok Leong (now deceased) in favour of the Plaintiff have been disclaimed or repudiated by the Plaintiff or have been validly revoked by the Defendants or otherwise are incomplete and ineffective.

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3. Further or alternatively, an order that the Plaintiff do forthwith execute and deliver to the Defendants valid registrable transfers and otherwise do all things necessary to vest valid registrable titles as follows:-

40

a) as to the said land now comprised in Lots 3002, 3003 and 2996 and 2997 of Mukim XXIV together with the 4 semi-detached houses therein and known as Nos. 1, 3 and 15 & 17 Jalan Jermin respectively, in favour of the 1st Defendant.

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- b) as to the said land now comprised in Lots 3000 & 3001 of Mukim XXIV together with the 2 semi-detached houses thereon and known as Nos. 5 & 7 Jalan Jermin respectively, in favour of the 3rd Defendants as the Administrators of the Estate of Choo Kok Leong, deceased.
- 10 c) as to the land now comprised in Lots 2998 and 2999 of Mukim XXIV together with the 2 semi-detached houses thereon and known as Nos. 9 & 11 Jalan Jermin respectively, in favour of the 2nd Defendant.
- 20 d) as to the said land now comprised in Lots 2994 and 2995 of Mukim XXIV together with the 2 semi-detached houses thereon and known as Nos. 19 & 21 Jalan Jermin respectively, in favour of the 1st Defendant and the 3rd Defendants (as the administrators of the Estate of Choo Kok Leong deceased) in equal shares.

In the High Court of the Republic of Singapore

No. 9  
Amended Defence and Counter-claim of 1st, 3rd and 5th Defendants  
16th October 1979  
(cont'd)

30 and that in the event of the Plaintiff failing to do the same forthwith, the Registrar of Titles be directed and authorised to execute such transfers and do all such things necessary to vest registrable titles of the said land as aforesaid, and such transfers and/or things once effected or done by the Registrar of Titles as aforesaid shall be as valid and effectual in all respects as if the Plaintiff had executed the same.

4. Such further or other relief as the Court may deem fit and reasonable.
5. Costs.

~~Dated and served this 3rd day of May 1973~~

~~Sd. S.K. LEE & CO.  
SOLICITORS FOR THE 1ST, 3RD AND  
5TH DEFENDANTS.~~

Dated and redelivered this 16th day of October 1979.

40 Signed illegible  
Solicitors for the 1st,  
3rd and 5th Defendants.

In the High  
Court of the  
Republic of  
Singapore

No. 10  
Defence of  
Plaintiff to  
Amended Counter-  
claim of 1st,  
3rd and 5th  
Defendants  
25th October  
1979

No. 10

Defence of Plaintiff to Amended  
Counterclaim of 1st, 3rd and 5th  
Defendants - 25th October, 1979

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IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Suit No. 2824 of 1972

Between

CHOO KOK BENG

Plaintiff

And

1. CHOO KOK HOE
2. CHOO KOH ENG
3. CHOO CHENG CHEW &  
CHOO KOK HOE as Administrators  
of the Estate of CHOO KOK  
LEONG deceased
4. CHOO ENG HAI
5. HENRY CHENG CHEW CHOO
6. LEE & LEE (sued as a firm) Defendants

10

DEFENCE TO AMENDED COUNTER-CLAIM OF  
THE 1ST, 3RD AND 5TH DEFENDANTS

20

The plaintiff denies that the 1st, 3rd and  
5th defendants are entitled to all or any of the  
reliefs and claims made by them in the Amended  
Counterclaim.

Dated and Delivered this 25th day of October,  
1979.

Sgd. illegible  
SOLICITORS FOR THE PLAINTIFF

To: The abovenamed 1st, 3rd and 5th  
defendants and their solicitors  
Messrs. Allen & Gledhill,  
OCBC Centre, Chulia Street,  
Singapore.

30

No. 11

Trial Judge Note of Proceedings - 17th  
March 1980

In the High  
Court of the  
Republic of  
Singapore

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Suit No. 2824 of 1972

No. 11  
Trial Judge  
Note of  
Proceedings  
17th March  
1980

Between

Choo Kok Beng

Plaintiff

And

1. Choo Kok Hoe
2. Choo Koh Eng
3. Choo Cheng Chew & Choo Kok Hoe  
as Administrators of the Estate  
of Choo Kok Leong decd
4. Choo Eng Hai
5. Henry Cheng Chew Choo
6. Lee & Lee (sued as a firm) Defendants

10

Monday, 17th March 1980

Coram: A.P. Rajah J

Notes of Evidence

Kirpal Singh for the Plaintiff

K.S. Lo for 1st, 3rd and 5th Defendants

Jeyaretnam for the 2nd and 4th Defendants

Action withdrawn against the 6th Defendant

Plaintiffs agreed - PAB 1-138

DAB 1-207

Bundle of Pleadings: Jalan Jermin off

Macpherson Road

Plaintiff is a retired Government Pensioner

(Postal Services)

PAB 45 and 46;

PAB 48

PAB 54-57 - important

PAB 61 - important

PAB 62, 63, 64 and 65 - Important - letters to  
occupiers by the Plaintiff

PAB 67 - Important - letter on same lines re  
5 and 7 Jalan Jermin

PAB 68-70 - Plaintiff's case - letter to 1st  
Defendant

PAB 71 - 1st Defendant's reply to PAB60-70

PAB 107 - first mention of Chin Choon Co.

Adj to 18.3.80

by me: A.P. Rajah

30

40

In the High  
Court of the  
Republic of  
Singapore

No. 12

Plaintiff's Evidence - P.W.l. Choo Kok  
Beng - 18th March 1980

No. 12  
Plaintiff's  
Evidence  
P.W.l. - Choo  
Kok Beng  
Examination  
18th March  
1980

Tuesday, 18th March 1980

Counsel as before

P.W.l. Choo Kok Beng a/s English  
11-C Hindoo Road, Singapore.  
Govt. Pensioner, G.P.O. 64 years of age.  
2nd Defendant is the eldest brother - 76 years  
3rd Defendant (dec'd) 74 years died in 1973  
1st Defendant is the next 67 years.

10

I am the 4th and youngest brother; 4th Defendant  
is the son of the 2nd Defendant; 5th Defendant  
is the natural son of the 2nd Defendant given in  
adoption to the 3rd Defendant, now deceased.

I joined the Postal Department in 1936 as a clerk.  
Served till Japanese occupation 15.2.1942. During  
the Japanese occupation I was doing business on my  
own from 1942 - 1943. In 1944 and 1945 I went back  
to Post Office; In September 1945 I continued  
working in P.O. I also did business in 1944/45;  
After the British came back I did not do any  
business; Retired on 28.8.69. My pension is  
\$507.50 p.m. I was the Superintendent at  
Fullerton Building. I was working at Changi, Bukit  
Timah, Geylang as Postmaster.

20

The land at Jermin Road was purchased in 1954  
for \$13,184.32. I used the 1st Defendant as my  
agent to purchase the said property at a public  
auction. I first gave him 25% of the purchase  
price in cash. The balance of 75% and costs in cash  
to the 1st Defendant. The property was taken in my  
name. I understood that at the same auction he had  
purchased 2 lots near Jermin Road.

30

DAB 132-137

DAB 138 - relates to my property bought at the  
auction

DAB 138-145 - relate to my property. The 1st  
Defendant made the payment out of his own pocket but  
I reimbursed him the full amount paid by him. Did  
not develop land till 1966. Planned semi-detached  
houses. At this time the 1st Defendant owed me  
\$200,000/-. In 1954 I advanced him \$50,000/- in  
cash.

40

In 1956 I advanced him a further sum of  
\$50,000/- in cash.

In 1958 I advanced him another sum of \$50,000/- in cash, and in 1959 I advanced him the 4th loan of \$50,000/- in cash making a total sum of \$200,000/- this was repayable on demand with no interest.

In the High Court of the Republic of Singapore

No. 12  
Trial Judge's  
Transcript of  
the evidence  
Plaintiff's  
Evidence  
P.W.1. - Choo  
Kok Beng  
Examination  
18th March  
1980  
(cont'd)

10 The 1st Defendant was a road making contractor from 1941. He was operating under a firm name of Chin Choon Company. The 1954 payment was made at 15 Norris Road where I was then living with the 1st Defendant. My wife and my son were present. The 1956 payment was made at the Geylang Post Office, also present - my wife and my son. The 1958 payment was made at Geylang P.O. present my wife and son. The 1959 payment also at Geylang P.O. quarters - present wife and son.

20 I did not have any written acknowledgments or other documents re: these payments. Did not ask for three reasons : (1) Found him reliable in my dealings with him; (2) did not charge any fee for acting as my agent; (3) he was my full brother. However I made a note of these payments in my note-book - the note-book is still available. Note-book admitted and marked P1. Made the notes in pencil because the pencil was readily available and attached to it. The 1st Defendant consulted architects on my behalf. Chung Swee Poey & Sons (Architects)

30 DAB 148- letter from Architects. I have the idea of developing the land since 1962. In 1962 I asked the 1st Defendant for the repayment of the \$200,000/- loan to him. I told him I wanted the money to develop the land in Jalan Jermin. He was unable to repay the money. But he said that he would develop the land for me. After some discussions it was agreed between us that the 10 semi-detached houses would cost \$187,000/-. The balance of \$13,000/- would be paid before 1966. He actually repaid the balance of \$13,000/- on 27.12.75.

40 Repayment was by cheque - PAB 110 is the cheque that of Chin Choon Company to me. My signature on both places (152 and 149) I don't know who the building contractor was; all the arrangements for the building were effected by the 1st Defendant. The 1st Defendant was to make payment to the contractor and the architect. After receiving the deeds of the property the 1st Defendant immediately handed them to me.

50 The houses were completed between March-April 1967. Odd numbers : 1, 3, 5, 7, 9, 11, 15, 17, 19 and 21. The 1st Defendant paid property tax on my behalf from the beginning and I reimbursed him. The receipts for tax on the vacant land remained with the 1st Defendant.

In the High Court of the Republic of Singapore

No. 12  
Trial Judge's  
Transcript of  
the evidence  
Plaintiff's  
Evidence  
P.W.1. - Choo  
Kok Beng  
Examination  
18th March  
1980  
(cont'd)

1st arrangement: In 1967 the 1st Defendant came to an arrangement with me to exchange his properties, 14, 14A, 14B and 16 and 16A and 16B Surrey Road (flats) plus 21 Everton Road for my 4 houses at Jalan Jermin, No. 1, 3, 15 and 17.

2nd arrangement: Arrangement with 2nd Defendant. His property at 8 Norfolk Road for my two houses at Jalan Jermin - 9 and 11.

3rd arrangement: With 3rd Defendant. His properties at No. 11, 11A, 11B and 11C Hindoo Road together with 30 Norris Road for two of my houses at Jalan Jermin, 5 & 7. The remaining 2 houses - 19 and 21 were left to me. Each of the 3 parties would have thereafter to pay property tax on the houses at Jermin Road taken by each of them; exchange to be effected by the end of 1968. These arrangements were oral.

10

Property tax on all the houses except 19 and 21 were paid by the parties concerned. All assessment notices came to me, I passed them on to all the parties concerned except 19 and 21. I paid myself on 19 and 21.

20

DAB 155 - On 20.4.68 I handed the title deeds to 1st Defendant with instructions to take them to Lee and Lee, Advocates & Solicitors, to obtain 10 deeds for each of the 10 properties at Jalan Jermin. I gave instructions to Lee and Lee to proceed with my original instructions. The title deeds now in court. The arrangements mentioned by me were never carried through as the 3 parties failed to observe their bargain by the end of 1968. The only 2 houses I am in control are 19 and 21. The others are in control of the other 8. From 2nd half of 1971 till 1st half of 1974 I paid property tax on 3, 5, 7, 11, 15 and 17. After the 1st half they paid and are still paying. Commenced action in 1972.

30

Cross-examination

xxn by Lo

There 4 payments of \$50,000/- were the only loans to the 1st Defendant. These loans were personal to the 1st Defendant. I have not given any loan to Chin Choon Company. On the Jermin Road property I made payments of 25% and 75% and costs. I have made use of the 1st Defendant to purchase other properties in respect of which I have made payments to him for the purchases. I have never seen the accounts of the firm before the litigation; I have no account with the firm. My wife has no account. I married for the first time during the Japanese occupation in 1943. She passed away in 1946. Remarried in 1947. She is still alive.

40

50

Ledger admitted and marked 1D1 at p.198.  
I have no knowledge of all the items under page 198.  
In June 1955 I did not make any advance of  
\$7,000/- to Chin Choon Company; neither to the  
1st Defendant on that date.

In Dec. 1958 no loan to Chin Choon Co. or the 1st  
Defendant.

In March 1957 no loan to either Kok Hoe or Chin  
Choon Co.

10 April 1957 - no loan to either Chin Choon or 1st  
Deft.

July 1957 no loan to Kok Hoe.

\$13,000/- repayment in December 1965 of balance of  
\$200,000/-.

Put that this is not true - It is true.

Three loans - \$4,000/- in March 1957

\$5,000/- in April 1957

\$4,000/- in August 1957

20 Put: These loans were repaid by a conveyance of  
37 Veerasamy Road in settlement of above debts of  
\$13,000/-. In June 1958 I did not issue a cheque  
for \$7,000/- either to Chin Choon or the 1st  
Defendant.

Put: Account in the name of Mr. Choo Kok Beng  
contains all payments that you have made either to  
Kok Hoe or Chin Choon & Co. It also contains all  
withdrawals by you. - I deny all this.

30 Kok Hoe bid at the auction for the Jermin Road  
property as my agent. He paid the 25% to the  
auctioneers out of moneys which I gave him for the  
purpose. Kok Hoe dealt with the solicitors on my  
behalf; solicitors were Laycock & Ong.

Put: The land was first in your name as there was  
an agreement between the two of you to this effect.

No not true.

Put: Reason why he did so was because he was in  
business and he did not want the property to be  
attached if he should fail in his business - No, no  
such arrangement.

40 This money came from part of profits I saved during  
the Japanese occupation. I made a profit of \$350,000/-  
in S.S. Dollars. At the time of the surrender of the  
Japanese I had about \$350,000/- (in Straits Dollars  
and also Japanese currency in cash all the time)  
Never put in the bank. No documentary evidence to  
show this. \$250 was my salary when I went back to  
work in 1945. In 1954 can't remember what my salary  
was. Before the Japanese occupation I was staying  
with 1st Defendant's family at 15 Norris Road. In

In the High  
Court of the  
Republic of  
Singapore

No. 12  
Trial Judge's  
Transcript of  
the evidence  
Plaintiff's  
Evidence  
P.W.1. - Choo  
Kok Beng  
Cross-  
Examination  
18th March  
1980  
(cont'd)



In the High Court of the Republic of Singapore

No. 12  
Trial Judge's Transcript of the evidence Plaintiff's evidence  
P.W.1. - Choo Kok Beng  
Cross-Examination  
18th March 1980  
(cont'd)

1941 and 1942 I was staying at 99 Albert Street. The 1st Defendant and his family were staying there. In 1943 I was staying at 15 Norris Road with the 1st Defendant and his family. I moved out of 15 Norris Road to Bukit Timah Post Office quarters in 1955. Up till now I had a warm and good relationship with 1st Defendant. I occupied the back portion of the 1st floor and the 1st Defendant the front. I paid him \$120 for board and lodging per month. No receipt for board and lodging. The name of my second wife is TAN SAI ENG the younger sister of the 1st Defendant's wife (1947) Expenses of marriage were paid by me. Photographs (8) of tombstones; my first wife died in 1946; At that time it was not easy to get good tombstones.

10

Note-book: Entry made immediately after the event; used pencil attached to the note book.  
Entry on page 7 was made after entry on page 6; I am amateur; I believed that her palm would bring me luck.

20

Page 8 - 1st \$50,000/-  
Page 9 - 2nd \$50,000/-  
Page 10 - re Veerasamy Road  
Page 12 - 3rd \$50,000/-  
Page 13 - 4th \$50,000/-  
Page 15 - entry in 1961

Same pencil for all the entries from 1948 to 1970.

Put: that the entries in P1 were never entered by you at the time alleged - No.

30

Put: entries made after dispute arose - No.

I changed the pre-war Straits currency notes to the current notes. They were given in \$50/- notes mostly. I stored the cash in Norris Road.

Put: You never made any of the 4 loans to the 1st Defendant. Yes, I did.

Put: Invented to explain why the defendants were allowed to take possession of Jermin houses. - No not true.

Land at Jalan Jermin:

40

I did not know that it was rented out. I allowed 1st Defendant to keep his things which the company was using in his business.

Put: In 1959 rented to Choo Hock Chye - I don't know Choo Hock Chye. I only allowed the 1st Defendant to use it. I did not receive any rent.

Put: No oral agreement or arrangement. - There were.

Put: Story invented by you.

No valuation of properties concerned in the exchange at the time of arrangement. Surrey Road, Hindoo Road, Norfolk Road properties all built in the 1950s. Everton Road property is pre-war property.

Court adjs.

In the High Court of the Republic of Singapore

No. 12  
Trial Judge's Transcript of the evidence Plaintiff's Evidence  
P.W.1. - Choo Kok Beng  
Cross-Examination  
18th March 1980  
(cont'd)  
19th March 1980

10 Wednesday, 19th March 1980

Counsel as before.

P.W.1. Choo Kok Beng (ofc)  
xxn by Lo

Note-Book - My wife did not know anything of the note book. The book has always been in my possession. I had not lost it.

20 District Court proceedings: the last para. p.121  
The paper I mentioned in my evidence is P1.  
These refer to Keng Lee Road property payments.  
P3 refers to the payments referred to in DAB121;  
Keng Lee Road registered in my name. In 1973  
(D.C.S. 1394/70) I could not remember whether that  
book was in my possession at that time or whether  
P1 was relevant to the case. I would regard that  
book as some "paper"

DAB 120 - rent  
DAB 113 - last para.  
P1 contains entries re these loan payments.

30 Put: The book not in existence in 1973 or at any other relevant time. - No, it was.

40 Application for separate certificate of title.  
1st Defendant went to Lee and Lee on my behalf and on my instructions. The title deeds were with me all the time. I gave them to 1st Defendant on 20.4.68. for this express purpose. I went to see Lee and Lee on 15.10.68. I saw Miss Irene Ng a solicitor. I signed the application and swore the declaration at the S. Court. I asked Miss Ng to obtain letters from all those collecting rents re my Jermin Road property that they would be responsible for all outgoing payments and tax in the property and road making charges.

In the High Court of the Republic of Singapore

No. 12  
Trial Judge's Transcript of the evidence Plaintiff's Evidence  
P.W.L. - Choo Kok Beng  
Cross-Examination  
19th March 1980

(cont'd)

DAB194 - main concern was to see that property tax were paid by the persons occupying or collecting rents on properties other than 19 and 21.

I was always the full owner of Jermin Road Property. I received S/Declaration re long possession; Affidavit of Miss Ng (Enclosure 11) What was mentioned here was without my knowledge and without my approval. See Exhibit "A" of the Affidavit; letter of 1.11.69; 5.11.69

xxn by Jeyaretnam

10

Writing in ink can provide means of knowing when it was written. I did not write in ink not to prevent discovery of age but there was a pencil attached to the book. P1 was meant only for my eyes. "The book belongs to Choo Kok Beng" If anybody finds the book they will return it to me. I was a Government servant and I did not want to be seen bidding at an auction sale. As far as I know I could buy property. No Government restriction; as Government servant I had no time to go and see solicitors. From 1955 to 1960 I was away. The property tax bills were addressed to me but sent to the addresses at which the 1st Defendant was either living or working. The property tax receipts were with the 1st Defendant. I never asked for their return after reimbursement. Did not ask for their return because I thought that after payment they were of no use. I trusted my elder brother the 1st Defendant implicitly. They said the properties could not be transferred in 1968 as they had been charged to the banks.

20

30

I wrote P2 on the 24.2.48 (1st entry)  
I wrote P1 on the 24.2.48 (2nd entry), written one after the other.  
LD3 for identification - missing deed.

Put: property was not paid for by you, but from the partnership monies of Chin Choon - No the money is mine.

Put: Your attitude and behaviour over this property is consistent with the beneficial ownership being in some one else - No.

40

Re-examination

Re-exam:

DAB138 - Assessment bill May 1954 paid by 1st Defendant and I reimbursed him. Then living at 15 Norris Road.

DAB10 - After 1963, address is 99 Albert Street; this continued till DAB 74 (2nd half of 1969) I have substantial cash in the house.

Pay in slips for the period 19.1.77 to 14.3.80;  
during this period I have not been doing business -  
admitted and marked P.18

Adj 2.15 p.m.

2.20 p.m.

In the High  
Court of the  
Republic of  
Singapore

No. 12  
Trial Judge's  
Transcript of  
the evidence  
Plaintiff's  
Evidence  
P.W.1. - Choo  
Kok Beng  
Re-  
Examination  
19th March  
1980  
(cont'd)

xxn by Lo: Pay in slips from 5.3.69 till 16.12.76 Further Cross-  
a total amount paid \$61,766.64 (7½ years) - admitted Examination  
P.19. At this time I was retired and on pension.  
No income coming in.

10 xxn by Jeyaretnam:

When I retired in 1969 I got a gratuity of \$23,000/-  
apart from this no other gratuity. I have \$1000  
in my current bank account. When I opened my bank  
account in March 1969 I did not pay in any moneys  
from the Japanese occupation into the account. In  
1969 I had about \$150,000/- left of the Jap. Straits  
currencies; that \$150,000 is now all gone. It has  
been spent. I have a \$1000 in my house.

20 Between 1969-1980 I have deposited about  
\$132,996.00 and of that I have only \$1000 left.  
During this period I have drawn out about \$130,000/-  
Part of the drawings went towards the purchase of  
shares in companies.

By court

I sent one son to Australia in 1966 for his  
medical education. Spent about \$45,000/-. Returned  
in 1974. Returned to complete his housemanship. I  
have nothing to do with the partnership. I have no  
interest whatsoever in it.

In the High  
Court of the  
Republic of  
Singapore

No. 13

Plaintiff's Evidence P.W.2. - Tan Sai  
Eng - 19th and 20th March, 1980

No. 13  
Trial Judge's  
Transcript of  
the evidence  
Plaintiff's  
Evidence  
P.W.2. - Tan  
Sai Eng  
Examination  
19th March  
1980

P.W.2 Tan Sai Eng a/s Hokkien (Wife of Plaintiff)  
11-C Hindoo Road, Housewife.  
Wife of P.W.1; married to him in 1947. I know the  
1st Defendant. He is the brother of my husband.  
The 1st Defendant has borrowed money from my  
husband.

In 1954 1st Defendant borrowed \$50,000/- from my  
husband at 15 Norris Road; loan in cash. I saw my  
husband handing the money to the 1st Defendant. 10

In 1956 1st Defendant again borrowed \$50,000/- from  
my husband. This was in Geylang Post Office  
Quarters; in cash.

In 1958 1st Defendant again borrowed \$50,000/- in  
cash also in Geylang P.O. Quarters.

In 1959 again borrowed \$50,000/- in cash also in  
Geylang P.O. Quarters.

I have heard of Chin Choon Company. It is in  
Albert Street. I have never been there. I have no  
account with the company. 20

Cross-  
Examination

xxn by Lo:

On marriage in 1947 lived at 15 Norris Road. We  
paid the 1st Defendant \$120 for board and lodging.  
1st Defendant was the tenant of that house. I don't  
know whether he later bought that house. My  
husband paid the \$120.

Put: Not true that you were paying \$120 for board  
and lodging - We did pay. 30

I am the younger sister of the 1st Defendant's  
wife. Excluding those given in adoption, we  
were six children. I am No. 4; 4 children given  
away in adoption. My father was a farmer - poultry  
and pig farmer.

He was paying ground rent. He was wealthy. During  
the Japanese occupation he had made a lot of money.  
He died in 1943 or 1944. Before my father's death  
he had given me \$50,000/- between the arrival of  
Japanese and before his death. It was in S.S.  
currency. He gave them to me in various sums over  
a period of time. I do not know whether he gave any  
money to my three elder sisters two of whom had  
married before the Japanese occupation and one 40

10 during the Jap occupation but before his death. 1st Defendant's wife had married before the war. She is 10 years my senior. I was 18 years. I had a sum of \$50,000/- when I married in 1947. 1st Defendant's wife did not know of this money. The Plaintiff did not know of this at the time of marriage. I told him of this shortly after my marriage. I kept the money in my house. Money kept in a secret place in my bedroom. This was kept below the floor board. I was living upstairs - one layer of wood; below the floor board there was a ceiling. Nothing else except money was kept there - mine and that of my husband.

20 He told me that he had over \$300,000/- in currency notes - S.S. currency notes. Mostly in \$50 notes. His money was also mostly in \$50 notes. Mine and that of my husband were over \$350,000/-. Only one piece of plank had to be pulled out - 2 feet long by 8" in depth. Remember giving evidence in D.O. DABlll para. 2 - I did not say this in the District Court. I gave the money to him for safekeeping; I saw him taking money out of the hiding place. I cannot remember how many times - it was many times.

Put: Father never gave you \$50,000/-.  
He did.

Put: He was a poor man.  
No not true.

30 Photographs of grave of my father TAN SOON YEW; My father died during the Jap. occupation. Tomb constructed in this quality. - photos put in and marked LD4 collectively.

No account with firm of Chin Choon Co. As far as I know he had no account.

lBl page 198 shown to witness.

I never paid in and I never drew out; saw the 3 loans paid to 1st Defendant being made; when paid to the 1st Defendant it was in \$50/- notes.

40 Put: Not telling the truth about these loans.

I am telling the truth. I am telling the truth not because I am his wife.

I am sure I was present. My children could have been present. They were small. I had 3 children at that time. The eldest child was 5 years old then. I happened to be there. My husband had mentioned the loans; transaction effected in the passageway upstairs. I did not see P.W.1 take the money from the hiding place. My husband told me it was \$50,000/-.

Re-exam:

Re-  
Examination

50 Farm at Lorong Tai Seng; assisting my father.

Court adjs.

In the High  
Court of the  
Republic of  
Singapore

No. 13  
Trial Judge's  
Transcript of  
the evidence  
Plaintiff's  
Evidence  
P.W.2. - Tan  
Sai Eng -Cross-  
Examination  
19th March  
1980  
(cont'd)

In the High  
Court of the  
Republic of  
Singapore

Thursday, 20th March 1980

P.W.2 Tan Sai Eng (o.f.a.)

No. 13  
Trial Judge's  
Transcript of  
the evidence  
Plaintiff's  
Evidence  
P.W.2.- Tan  
Sai Eng - Re-  
Examination  
20th March  
1980

I was 18 years old in 1947. I remember 15th  
February 1942 when Jap. came in. I was living with  
my father in the farm. There were 12 persons in  
the farm.

Coconut trees, vegetables, rearing pigs, a few  
thousand ducks, a few thousand chickens. He carried  
a lot of foodstuffs in the farm. My father died in  
1943. Died in the year of the goat. Money in glass  
containers. Buried it. I saw my husband give the  
title deeds of Jalan Jermin to the 1st Defendant.

10

No. 14

Plaintiff's Evidence P.W.3. - Joseph Yeo  
20th March, 1980

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P.W.3 Joseph Yeo a/s English

Property Tax officer, clerical officer,  
122B Telok Blangah Drive, Block 51

PAB 126, para. 4 put to witness.

I have letter of 30.7.70 produced.

xxn: The letter is written for Choo Kok Beng.  
(released.)

10

In the High  
Court of the  
Republic of  
Singapore

No. 14  
Trial Judge's  
Transcript of  
the evidence  
Plaintiff's  
Evidence  
P.W.3. - Joseph  
Yeo - 20th  
March 1980  
Examination

Cross-  
examination



In the High Court of the Republic of Singapore

No. 15

Plaintiff's Evidence P.W. 4. - Choo Keng Lee - 20th March 1980

No. 15  
Trial Judge's Transcript of the evidence Plaintiff's Evidence P.W.4. - Choo Keng Lee - 20th March 1980  
Examination

P.W.4. Dr. Choo Keng Lee a/s English 11C Hindoo Road, General Practitioner. Clinic at 272 Block 46 Bedok South Avenue. Born in 1949. Plaintiff is my father. Left for Australia in 1966 and returned in 1976. I have been in practice since 1978. Father paid for my education abroad. In 1959 I was 10 years old. I was staying in Geylang P.O. Quarters. 1st Defendant is my uncle Choo Kok Hoe. He visited us at Geylang several times.

10

In 1954 when I was 5 years old living at 15 Norris Road there was a transaction of money between my father and 1st Defendant. We lived together at 15 Norris Road. After that we shifted to Bukit Timah P.O. quarters in 1955. In 1956 we again shifted to Geylang.

20

In 1954 at 15 Norris Road I saw money passing between my father and my uncle the 1st Defendant. I subsequently asked my mother about it and she said that the amount of money is \$50,000/- and it was to be a loan to my uncle.

In 1956 Geylang P.O. My uncle came to Geylang and asked my father that he would like to borrow another \$50,000/- My father agreed. I saw money being given to my uncle which he took away. My mother was also present.

30

In 1958 Geylang P.O. Same story as in 1956. Same thing happened again.

In 1959 Geylang P.O. Same story as in 1956 and 1958.

Cross-Examination

xxn by Lo:

I do remember what happened in 1954 when I was five.

Examination by Court.

Xn. by Court:

I know he had money in note form. I have seen it. I saw that my father keep title deeds in his cupboard. When I came back from Australia in 1970 I heard the 3rd Defendant wanted to exchange properties with my father. I saw title deeds during my primary school days. I used to read the title deeds. (released)

40

P.W.1. Choo Kok Beng (recalled)

Shares (list of) which I hold; the last 4000 and 6000 shares not transferred yet but I have transfer forms. Total cost \$115,115/- to me.

Admitted pending investigation by counsel -  
P21

xxn by Jeyaretnam:

10 These shares were purchased out of the moneys left \$150,000/-. I paid \$150,000/- into the bank and out of these payments I bought the shares. These shares were paid partly by cheques and partly by cash out of the "hoard". As far as I can remember I paid mostly all into the bank. The gratuity was also paid into the bank account bit by bit. The gratuity was paid by cheque.

20 I had a bank account at the time when I received my gratuity. I did not pay it into my bank account. I got it cashed. I can't remember how and thereafter I paid part of it from time to time into my bank account. Retired 28.8.69. Account opened 5.3.69. I got my gratuity within 2 or 3 months of my retirement.

Case for the Plaintiff.

No.12  
Trial Judge's  
Transcript of  
Evidence  
Plaintiff's  
Evidence  
P.W.1 -  
Choo Kok Beng  
Recalled  
Examination  
Recalled  
20th March  
1980

In the High  
Court of the  
Republic of  
Singapore  
No. 16  
Trial Judge's  
Transcript of  
Evidence

No. 16

Defendants' Evidence - D.W.l. - Cheung  
Meng Soon - 20th March, 1980

Mr Lo opens :-

Three issues which are relevant - all on facts

1st issue (principal) Was property conveyed to the Plaintiff as Trustee; the simple issue who paid for the property;

2nd issue: Whether there was this agreement to exchange properties as stated by the Plaintiff, between the Plaintiff and the 3 elder brothers namely 1st Defendant, 2nd Defendant and 3rd Defendant. That issue would depend on whether there was a debt of \$200,000/- owing by Kok Hoe as alleged by the Plaintiff; whether there was an agreement between the 1st Defendant and the Plaintiff to repay the debt of \$200,000/- by the construction of 10 semi-detached houses at Jalan Jermin for \$137,000 odd at the expense of 1st Defendant or Chin Choon Company.

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Defendant's  
Evidence  
Cheung Meng  
Soon  
Examination  
20th March  
1980

D.W.l Cheung Meng Soon a/s English  
Architect, 70-K St. Thomas Walk. Cheung Swee Peng  
and Sons. B.A. (N.Z.) Registered Architect.

In the early 60s I was asked to build 10 semi-detached houses at Jalan Jermin. This was in early 1963. Mr Choo Kok Hoe (identified) 1st Defendant, I had known Kok Hoe previously. He gave me instructions and I purchased a set plan. I prepared the scheme to be submitted to the Planning Authority for their approval. I advised him that bearing in mind the locality it would be best to construct 5 pairs of semi-detached houses. I gave a rough estimate of costs at \$20,000/- a unit = \$200,000/-

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DAB 149 - prepared by me  
DAB 152 - prepared under my supervision  
DAB 149 - owners signature not signed in my presence. These plans were handed to Choo Kok Hoe for signature. Architects fees and contractors payments were made by Messrs Chin Choon through Choo Kok Hoe. The cheque would be that of Chin Choon but it would be brought in by the 1st Defendant. The 1st Defendant told me that this property is registered in the name of Choo Kok Beng. He told me nothing else. I don't remember having seen him before. On the direction of 1st Defendant I sent all the bills to them i.e. Chin Choon Company and they paid me my fees as well as the contractors

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bill. Architects bills and receipts marked collectively - 1D5;

Progress payments to the contractor on the Jermin Road property; the estimated cost of the whole project was about \$200,000/-

In the High Court of the Republic of Singapore

No. 16  
Trial Judge's Transcript of Evidence  
Defendant's Evidence  
Cheung Meng Soon  
Examination  
20th March 1980

xxn by Jeyaretnam: \_\_\_\_\_

xxn by K. Singh: Did not check title before I commenced.

Cross-  
Examination

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DAB149 - on certain occasions we wrote to Choo Kok Beng.

DAB 148 - Letter by Architects to Plaintiff.

The 1st Defendant told me that Choo Kok Beng was the owner.

DAB 151 - Architects to owner. At Jalan Belangkas - I can't recollect any work there for Chin Choon; all the contractor's bills were paid by Chin Choon. Bundle of Progress payments put in and marked 1D6. As far as I can remember all the bills were paid for by Chin Choon. Final cost was below estimate given.

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Re-Exam:

Re-  
Examination

Kok Hoe told me that Kok Beng was the registered owner. 1st Defendant gave me the address of the Plaintiff. 1D6 final progress payment.

(released)

1D7 contract document admitted by counsel.

1D2 and 1D4 admitted by counsel.

No. 17  
Trial Judge's  
Transcript of  
Evidence  
Defendant's  
Evidence  
D.W.2. - Choo  
Kok Hoe  
20th March  
1980  
Examination

D.W.2 Choo Kok Hoe a/s Hokkien  
15 Norris Road, Contractor.

I am 1st Defendant. Executor of Estate of Choo Kok Leong one of the executors named as 3rd Defendant. 2nd Defendant is my elder brother. Plaintiff is my younger brother. Choo Kok Leong was my second elder brother. Before the 2nd World War I was living at 99 Albert Street. I was the Chief tenant and I was married then. She was living with me. I lived with my family till the Japanese came in. After that I lived at 15 Norris Road. Choo Kok Leong and the Plaintiff also lived with me. I was tenant of 15 Norris Road, and paid the rent. Stayed there from Japanese occupation till now. I am still the tenant. Kok Leong stayed with me till 1957. Kok Beng stayed with me until 1955 and since we have lived apart. The Plaintiff married in 1943 and he and wife stayed with me. She died in 1946. Plaintiff married in 1947 his present wife; they live with me till 1955. They occupied the back portion of the 1st floor. I and my family occupied the front portion of 1st floor. Kok Beng did not contribute anything to household expenses. They lived frugally; second marriage took place at Norris Road. Simple marriage. Dinner of 3 tables for relatives. I paid for all the expenses. Our relationship was very good. I was fond of him. My wife is Tan Siew Keow. She is the elder sister of the Plaintiff's 2nd wife. I knew the father-in-law. His financial background was not good. He had many children (12) He was working as a farmer. He was growing vegetables, rearing chicken, pigs, ducks. It was a small farm. Father-in-law died in mid-1943; about 6 to 7 years after my marriage. Father-in-law as far as I am aware, left no money. No money given to my wife. I am not aware of any money being left or given to Plaintiff's wife. In fact he was in financial difficulties. 12 children (3 sons and 9 daughters) My wife is the eldest of the family. The Plaintiff's wife is the 5th. The youngest is a son Tan Ban Teok, now 41 years.

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1D2 - According to Chinese this is the grave of a poor person.

1D4 - same as above.

In 1942, when the Plaintiff stayed with me, he was not doing anything. First I assisted him. I do not confirm the evidence of my sister-in-law. He had

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only a few hundred chicken and ducks. He had 30 to 40 pigs. I did not hear of anyone of my family making money. I was not doing anything during the Japanese occupation. When the British came back I carried on business until 1948 under my own name. In 1949 I was in the building construction business. In 1949 I was in partnership with my brother - Kok Leong. Chin Choon Company - I first started it in January 1941. By carrying on business in my own name I meant that I was the sole proprietor. The address of the firm is 99 Albert Street. Kok Leong became a partner in 1949. Up till 1948 I made profits in the firm.

In the High Court of the Republic of Singapore

No. 17  
Trial Judge's  
Transcript of  
Evidence  
Defendant's  
Evidence  
D.W.2. - Choo  
Kok Hoe - 20th  
March 1980  
Examination  
(cont'd)

The profits for the year 1949 is \$3,458.97 - this is the first year of the partnership.

Profits for 1950	-	\$7,356.91
Profits for 1952	-	\$14,659.31
Profits for 1953	-	\$13,440.29
Loss for 1954	-	\$3,362.83
Profits for 1960	-	\$14,071.65

My capital in 1960 was \$29,008.54 (p.97 of Journal)

Profits for 1961 - \$693.96; Accounts for 1962 incomplete. Accounts for 1963 and 64 not in Journal Profits for year .. \$24,962.94, Capital \$40,000/-. Journal of Chin Choon Company - 1D8

Bundle of Balance Sheets and Profits and Loss A/cs 1D9

My brother the Plaintiff was not doing anything; all the household expenses were borne by me throughout the occupation. He was not doing business; every day he was in my house, that's all I know.

15 Norris Road - 2 storey building. 2 rooms downstairs; front portion; dining room, kitchen back of building; bathroom beside the kitchen

Upstairs: 2 bedrooms on the first front portion of the first floor; 1 bedroom on the rear of the 1st floor. Floor of the 1st floor is of wood; Before 1955 there was no ceiling to ground floor; now there is ceiling and this was put in by me.

#### Jalan Jermin

In December 1954 I went to Nassim & Co. an Auctioneer company, to purchase 7 lots of property. The total price of the 7 pieces of property was \$17,992/-; Saw the advertisement in the newspaper. I bid for the 7 lots (5 were adjoining lots) the other two in the same area but separate. These were in Jalan Jermin. I was successful in my second

In the High Court of the Republic of Singapore

No. 17  
Trial Judge's Transcript of Evidence  
Defendant's Evidence  
D.W.2. - Choo Kok Hoe - 20th March 1980  
Examination (cont'd)  
21st March 1980

bid. I paid \$4,448.00, 25% of the price bid. I issued my own personal cheque. I had a bank account with O.C.B.C. (North Bridge Road Branch) Cheques drawn on this account - counterfoil produced marked 1D10. The writing on the counterfoil is mine - Cheque No. SN 348426 dated 23.2.1954.  
2

Adj. to 10.30 a.m.

Friday, 21st March 1980

Counsel as before.

D.W.2 Choo Kok Hoe (on his former affirmation) 10

Bank Statements; personal bank statements O.C.B.C. (North Bridge Road Branch) After paying 25% I went back to 99 Albert Street. I told my elder brother (Kok Leong) that I had succeeded in bidding for 7 lots of property at Nassim & Co. We had a discussion and we agreed to retain that adjoining lots for purposes of development - to put up buildings on these 5 lots. As regards the other 2 lots, we intended to sell them if we could make a profit. We also agreed to register the 5 adjoining lots in the name of the Plaintiff. As regards the other two lots they would be registered in my name. After this Kok Leong and I returned home and told the Plaintiff our idea of registered the 5 lots in his name. At that time the three of us were living at 15 Norris Road. The Plaintiff agreed. After that Laycock & Ong were engaged. I engaged them. Balance paid by personal cheque on O.C.B.C. (North Bridge Rd Branch) 20

Counterfoil SN 348429 (dated 16.3.1954) for \$13,344.32. 2 30

Bundle of Bank Statements of O.C.B.C. (North Bridge Rd Branch) excluding legal costs and stamp fees - 1D11.

Photostat by consent - 1D12.

Receipt of Laycock & Ong re: 75% of \$13,344.32; I paid the lawyers fees by cheque.

Counterfoil No. SN 348430 (29.3.54) 1D10. 2

I sold the other 2 lots for a profit - one lot sold at \$5,000/- and the other at \$5,300/- odd. Certified copies of conveyances of 2 lots - 1D13A and B. A Profit of over 100%. I had a discussion with my brother the 3rd Defendant and both of us thought that if the 5 lots of land were registered in our 40

names they might be attached should our partnership business fail. So we agreed to register these 5 lots in Plaintiff's name. Jalan Jermin was vacant land. Rented out to one Choo Hock Chye (only clansman) Rent collected until 1964 by partnership firm \$150 p.m. This rent or any part of it was not paid to the Plaintiff. Photostat letter of 12.6.64 admitted by consent - 1D14.

10 Property tax on Jalan Jermin was paid by me and not as alleged by the Plaintiff. After completion of project I allotted 2 units to 2nd Defendant, 2 units to 3rd Defendant and I retained the 4 units for myself.

For the period 1971 (2nd half) to the 1st half of 1974 I did not pay property tax on the 4 units taken by me. Same for Kok Leong. During this period the Plaintiff paid the taxes on them. When I took the title deeds to Laycock & Ong the relation was good. About one year after I had taken the deeds to Lee & Lee the relationship between me and the Plaintiff was bad because I pressed him to sign the Statutory Declaration. This was the only reason why our relationship turned bad. The relationship with Kok Leong also got bad for the same reason. The present position is that I am paying for 4 units, the 3rd Defendant for 2 units, the 2nd Defendant for 2 units and the Plaintiff for 2 units. The Plaintiff's evidence re the 4 loans is not true. I have never borrowed any money from him. His evidence about an agreement re construction costs is not true. In 1962 I had a discussion with 3rd Defendant re construction of 10 units at Jalan Jermin. So in 1963 I consulted D.W.1 The Architect said that the estimated costs for each unit would be \$20,000/-. Then I engaged Lim Chin Kwee. Our partnership firm paid for the construction. Our total costs for the whole project was \$204,000/-.

40 The Plaintiff's evidence to exchange properties is not true. There was never any sort of agreement to exchange properties with Plaintiff. The Hindoo Road properties constructed some time in 1959. The Surrey Road properties were built in 1957. Everton Road is pre-war property. 303 Norris Road belonged to 3rd Defendant (pre-war property) rented by Estate. Norfolk Road property also post war belongs to 2nd Defendant Koh Eng. The title deeds to the Jermin Road properties - what Plaintiff said is not true. I have the title deeds ever since I bought the property and taken to Lee and Lee. They were kept at 99 Albert Street, my office. Went to Lee and Lee in May 1968 to apply for separate C of T. Miss Irene Ng attended to me.

In the High Court of the Republic of Singapore

No. 17  
Trial Judge's Transcript of Evidence  
Defendant's Evidence  
D.W.2. - Choo Kok Hoe - 21st March 1980  
(cont'd)  
Examination



In the High Court of the Republic of Singapore

No. 17  
Trial Judge's Transcript of Evidence  
Defendant's Evidence  
D.W.2. - Choo Kok Hoe - 21st March 1980  
(cont'd)  
Examination

I told her I wanted to split the 5 lots into 10 lots with each lot having a house on it. I also told her to put No. 1, 3, 15 and 17 in my name; No. 5 and 7 in the name of Choo Kok Leong; No. 9 in the name of the 4th Defendant; No. 11 in the name of Choo Koh Eng; No. 19 and 21 in the name of the Plaintiff. No. 19 and 21 were to be given to the Plaintiff we (Choo Kok Leong and myself) had made use of his name in registering the Jalan Jermin properties. I had also made use of his name at Keng Lee Road. I asked the Plaintiff to go to Lee and Lee to sign the necessary documents.

10

S/D had to be sworn. I was told Miss Ng (at that time) was necessary as one of the title deeds was missing. When S/D was ready he was sent for but he did not come. So I went to Plaintiff to go to Lee and Lee. I made a search for the missing title deed but to no avail. I subsequently found the deed in June 1979. The building at 99 Albert Street had been acquired by Government and I had to move out.

20

While removing documents in my office I found the missing title deed - 1D3. This is the title deed (PAB68) Letter of 22.5.1971. This was the first time the Plaintiff had insisted the repayment of the loan as indicated in para. 9. This was also the first time the Plaintiff had assisted b.o. over Jermin property. Also first time that he had assisted a loan of \$200,000/-. This letter has been read and explained to me by my solicitor and I deny everything in it which is not in accordance with my evidence in court.

30

The Plaintiff has made a number of loans. These are all recorded in the account Books. The 1st loan was made in 1957.

- (1) This is a Cash Book - March 1957 \$4000/- entry money received from Choo Kok Beng by cheque; payment in;
- (2) April 1957 - \$5000/- cheque from Choo Kok Beng; payment in;

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Cash Book for 1965 - December 1965  
Entry for \$13,000/- 27.12.65;  
Payment out to Choo Kok Beng; Loans of \$12,000/- to the partnership.

- (3) 3rd August 1957 : Loan \$1,000/- cash  
Cheque \$2000/- cheque.  
1958 (11th June) Loan \$7000/- from Plaintiff;  
Cash \$5000/- cheque \$3,000/-.  
1958 (9th December) Loan of \$5000/- cheque.  
These two loans have been repaid.

50

I bought 37 Veerasamy Road for \$12,700/- at an auction. As the Plaintiff wanted the house I gave it to him to set sums of loan.

In the High Court of the Republic of Singapore

Big Cash Book - admitted 1D15  
Small Cash Book - admitted 1D16

No. 17  
Trial Judge's Transcript of Evidence Defendant's Evidence

Certified copy of Conveyance of 37 Veerasamy Road bought in 1957 - 1D17

D.W.2. - Choo Kok Hoe - 21st March 1980 Examination (cont'd)

10 I wish to amend evidence to the effect that the loan of \$7000/- (11th June) and loan of \$5000/- (9th Dec.) were repaid by payment to the Plaintiff of \$13,000/-, \$1,000/- of which is for interest. The Veerasamy property was set off re: the 3 loans in 1957 namely \$7,000; \$5,000/- \$4,000/-.

Counter-claiming that I am the beneficial owner of the Jermin Road property or that 3rd Defendant and I are the beneficial owners of the property as it now stands.

20 Asking for an order that (a) No. 1, 3, 15, 17, Jermin Road be transferred to me  
(b) No. 5 and 7 to 3rd Defendant;  
(c) No. 9 and 11 in favour of 2nd Defendant  
(d) No. 19 and 21 in favour of myself and 3rd Defendant in equal shares (not carrying out intended gift)

Adj to 2.15 p.m.

D.W.2 Choo Kok Hoe (ofa)

xxn by Jeyaretnam:

Cross-Examination

30 After completion of house I divided the properties among my brothers. No meeting arranged amongst brothers. The 3rd Defendant and I had earlier decided to give 2nd Defendant 2 houses. Because of this 2nd Defendant and son took possession of the two houses. The son of 2nd Defendant has occupied No. 9 from the very beginning. He had paid all outgoings on the house except for a short period. As regards 2nd Defendant he let out No. 11 soon after house given to him. He has collected all rents. No. 9 all property tax has been paid by 2nd Defendant.  
40 The Plaintiff did not during the occupation bring home brandy, or whisky or textile. My brother was not buying and selling things. I don't know whether he has any other business. He and his wife were completely dependent on me.

xxn by Kirpal Singh:

Towards the latter part of Japanese occupation the Plaintiff went back to work in 1944. He went to

In the High Court of the Republic of Singapore

No. 17  
Trial Judge's  
Transcript of  
Evidence  
Defendant's  
Evidence  
D.W.2. - Choo  
Kok Hoe - 21st  
March 1980  
Cross-  
Examination  
(cont'd)

work in the morning and returned home past 5 p.m. He could have been doing business during office hours. Once he came home after work he did not go out again. When the Japs came the Plaintiff followed me to my father-in-law's place at Lorong Tai Seng. The Plaintiff returned to 15 Norris Road with me at the end of 1943. The Plaintiff was not doing any business at Lorong Tai Seng. 1936 started at Post Office \$150; frugal before and after marriage. He would have had savings at Jap. occupation. Did not pay for food or rent. I was not dependent on Plaintiff.

10

I was educated round about 1927, studied up to Standard VII. 2nd Defendant was also working at the post office. 2nd Defendant joined me at father-in-law's place; returned to Lorong Tai Seng towards the end of 1943. He also stayed with me at 15 Norris Road for a few months. 2nd Defendant went back to work immediately. He stayed at Tai Seng and went to work from there. 2nd Defendant continued with postal dept after the British came back till he became a pensioner. 2nd Defendant worked for Chin Choon Company; started in 1941; not a partner. Did not contribute capital to Chin Choon; gave loans to Chin Choon; gave loans to me personally; From 1942 to 1949 2nd Defendant did lend me money which I utilised for the firm's purpose.

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3rd Defendant: he brought in capital when he joined the firm. He brought in \$10,000/-. 2nd Defendant after 1949 has made loans to the partnership; no loans personally. During 1941 to 1949 the Plaintiff had deposited some money with me. I can't remember; From 1941 to 1949 the Plaintiff, 2nd and 3rd Defendants lent me money for the firm. 4th Defendant did not lend me any money.

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1D1 - page 198 - It is the account of the Plaintiff - but the name is Mr Choo Kok Beng

page 119 - Name of Choo Kok Beng

40

page 218 - Mr Choo Kok Beng

2nd Defendant's name appears in page 171  
2nd Defendant's wife (Chia Kim Lian) p.198, p.200  
Page 198 Account of 4th Defendant

Put: You have been cooking your accounts.

No I can explain.

Q. How did you know a Mrs Choo Kok Beng in 1941.

A. These entries were made by 2nd Defendant and I know nothing about it.

From 1954 to 1964 my business improved. In 1964 the business was further improving.

In the High Court of the Republic of Singapore

Q Why did you not call for a transfer of the title during those 10 years when your business was improving.

No. 17  
Trial Judge's  
Transcript of  
Evidence  
Defendant's  
Evidence

Transfer would have incurred expenses. I did not expect him to change his mind - legal costs and stamp duties.

D.W.2 - Choo  
Kok Hoe - 21st  
March 1980  
Cross-  
Examination  
(cont'd)

10 At the time I purchased the Jalan Jermin properties I had other properties in my name.

(a) Lot 180<sup>2</sup> Mukim XXIV Lorong Bengkok off Macpherson Road, 84,000 sq. ft Vacant land;

(b) A piece of vacant land at Lincolnm Rd; 7000 sq. ft.

(c) Everton Road - pre-war house  
Properties belonging to Chia Choon

(a) Harrison Road - vacant land 30,000 sq.ft.  
(this was in my name)

20 (b) Keng Lee Road 105, 30,000 sq. ft. (this was in Plaintiff's name)

The two lots at Jalan Jermin were bought in my name. Kok Leong had properties registered in his name.

(a) Vacant land at Hindoo Road  
(b) 30 Norris Road.

Did you think of transferring your properties and that of Kok Leong to frustrate attachment.

I did not because business was improving.

Put; Those 5 lots were paid for by the Plaintiff and you acted as his agent and put it in his name.

30 That is not true.

Adj to a date to be fixed.

Monday, 31st March 1980

31st March  
1980

Counsel as before.

D.W 2 Choo Kok Hoe (o.f.a.)

Tan Boon Teok is my brother-in-law; went for studies in Australia and England. Took a B.Sc degree. I financed his studies. Tan Boon Teok is my wife's brother. I financed him. He is 41 years old now.

In the High Court of the Republic of Singapore

No. 17  
Trial Judge's  
Transcript of  
Evidence  
Defendant's  
Evidence  
D.W.2 - Choo  
Kok Hoe - 31st  
March 1980-Cross  
Examination  
(cont'd)

Every month I remitted \$300 to him (some 20 years ago). These remittances were from me personally.

Put: You did not give much assistance.

I did.

PAB1 - This document comes from the Plaintiff.

PAB 3 - This was in respect of laying telephone cables and not for connecting telephone to the house. The duplicate copy was in my possession.

PAB10 - This has to be written by Plaintiff because the land was registered in his name.

10

PAB31 - Road making charges were paid by the various allottees of the Jermin Road properties. As in the case of property tax.

PAB38 - 1, 3, 5, 7, 15 and 17.

PAB49 -

PAB58 - Lee and Lee's bill.

Put: You never paid Lee and Lee's bill because the property was not yours.

No not true.

The Plaintiff paid the bill. He did not ask for reimbursement.

20

P20 put to witness- knows nothing about this.

PAB54, 55, 56 and 57 - plaintiff is claiming the property for himself.

PAB48A - Deeds handed to you on 20.4.68. You only gave them to Lee and Lee on 20.5.68. During that month you misplaced one title deed.

1D3 - This is the missing title deed.

I discovered it last year. I kept it. I handed it to my present solicitor in Aug. or September 1979.

30

Property at Race Course Road bought in the names of myself and the 3rd Defendant.

1D16 - Page 25 entry of 27.12.65 is an entry against the firm and shows \$13,000/- paid to Plaintiff in discharge of his two loans made in June and December 1958 plus \$1000/- being by way of interest. This amount was not debited to me but to the firm.

Money loans made by the Plaintiff to the firm; all these have been repaid. No loans from the Plaintiff to me personally.

40

Q Were you in a position to undertake a construction in 1964, 1965.

A Yes I was. 3rd Defendant equal partner.

Borrowed \$50,000/- (In 1954) You borrowed in 3 other stages \$50,000/- each.

Adj to 2.15 p.m.

D.W.2 Choo Hok Hoe (o.f.a.)

xxn:

10 The 3rd Defendant and I instructed the lawyers. 3rd Defendant knew no English. Both of us spoke to the solicitors in Hokkien.

Page 22 of Pleadings: 5th Defendant was not with the two of us. The 5th Defendant was the son of the 3rd Defendant. The 3rd Defendant instructed solicitors for the 5th Defendant. We told the solicitors that the property belonged to us - 1st and 3rd Defendants. I did nothing about this. I had no intention to cheat the 3rd Defendant. He died in 1973. I am the administrator of the estate; extracted grant. Amended defence 16.10.79.

30 Para. 4 of Defence - third line 2nd Defendant should read 3rd Defendant. 2nd Defendant has no interest in Jermin property. We gave the Plaintiff Nos. 19 and 21 because we had been using his name in the purchase of properties at Jalan Jermin and Keng Lee Road and also because he is my brother. Keng Lee Road properties paid by the 3rd Defendant and myself. Both properties purchased by the firm. I gave two properties to the 2nd Defendant out of gratitude to him for bringing us up. My father died in 1921. At the time the Surrey flats were built I could not afford to give him the flat.

Put: The only logical reason for the allocation is that given by the Plaintiff.

Not so.

Norfold Road does not belong to me, it is the property of 2nd Defendant.

40 Jalan Jermin belongs to me. Hindoo Road property belongs to 3rd Defendant. Collected rents on behalf of the 3rd Defendant.

The estate has no interest in the firm. I am now the sole proprietor.

Put: Not in your nature to be generous.

I am by nature generous.

Put: In 1954 you were absolutely broke. You borrowed from the Plaintiff as alleged by him. Not true. I had my own money.

In the High Court of the Republic of Singapore

No. 17  
Trial Judge's Transcript of Evidence Defendant's Evidence  
D.W.2. - Choo Kok Hoe - 31st March 1980  
Cross-Examination  
(cont'd)

In the High Court of the Republic of Singapore

No. 17  
Trial Judge's Transcript of Evidence Defendants Evidence  
D.W.2. - Choo Kok Hoe - 31st March 1980  
Cross-Examination (cont'd)

Re-Examination

Put: Plaintiff's case put to witness.

Not true.

August 1969 - S/Declaration of long possession - did he not sign that.

The reason why he did not was because he no longer trusted you, because you failed to transfer properties in 1968.

Re-exam:

At the time of purchase I had plans to develop. No plans to develop the other 2 lots. Also bought from partnership monies. I bought the property for the purpose but the cheque used was my personal cheque; balance also personal cheque.

10

1D18 - 1965 Personal Ledger, page 63. This is a construction of Mr Choo Kok Beng account.

Adj

1st April 1980

Thursday, 1st April 1980

Counsel as before.

The sum of \$2,502.76 entry under the Plaintiff account was a fictitious entry. To begin with there was no purchase of the granite. This entry was put in the account to enable me to put up the building on Jalan Jermin. The money belonged to the firm.

20

1D16 - Page 25 - \$13,000/- as payment out was debited to the partnership under the column "personal accounts".

1D18 C3 - \$51,034.59, this was used for the construction of the 10 houses at Jalan Jermin. The Plaintiff was the registered owner of 105 Keng Lee Road. A closing order was made by the authorities. The house was torn down and the materials were sold for \$350/-.

30

1D1 - page 217.

I regard the \$51,034.59 as partnership monies. The firm had occasions to borrow money from the firm.

1D11 - Item for \$33,605.60 (22.4.1954) This is the compensation money I received from the Government in 1954 April in respect of my Lorong Bangkok property. Notice in March 1954; Went into my personal account in O.C.B.C. North Branch.

In the High Court of the Republic of Singapore

1D19 - Cheque counterfoil (22.3.1949) Balance of 75% on Keng Lee Road  
Cheque for costs of R & D (\$338.50) 21.7.49

No. 17  
Trial Judge's Transcript of Evidence  
Defendant's Evidence  
D.W.2 - Choo Kok Hoe - 1st April 1980  
Re-Examination  
(cont'd)

1D20 - Bank Statement for March 1949.

10 1D21 - Bank statement for July 1949. The first defence was not explained to you. A copy not supplied to me. I had given instructions. para. 4 of D - page 23.

Para. 1 is contrary to my instructions to Mr Lee.

Indemnity to Lee and Lee by the 1st Defendant.

PAB38

xxn by K. Singh:

Further Cross-Examination

20 Keng Lee Road registered in Plaintiff's name. Title Deeds at time of sale was in the hands of the Plaintiff. Dec. 1969 flood in Singapore; March 1970 asked Plaintiff for deeds of Keng Lee Road property. Keng Lee Road property sold in August 1976.

P22 - Conveyance of Keng Lee Road Property.

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No. 18  
Trial Judge's  
Transcript of  
Evidence  
Defendant's  
Evidence  
D.W.3. - Cheong  
Thiam Siew  
1st April 1980  
Examination

D.W.3 Cheong Thiam Siew a/s English  
44 Gardenia, Fellow of the Inst. of Surveyors.  
(a) Jalan Jermin )  
(b) Hindoo Road ) Market price as at 1966  
(c) Surrey Road )  
(d) Everton Road )  
(e) Norris Road )  
(f) Norfolk Road )

10

I have made a report on these. Here is my  
valuation - marked and admitted as 1D22.

Group 1: 1, 3, 15 and 17 Jalan Jermin against a  
block of 6 flats, 14, A & B and 16 A and B Surrey  
Road and 21 Everton Road. I had valued the 6 flats  
at Surrey Road at \$195,000/-

21 Everton Road subject to tenancies for  
\$20,000/- total \$215,000/-.

On the other side:

1 and 3 Jalan Jermin, semi detached bungalows, not  
rent controlled valued at \$102,000/-.

20

No. 15 and 17 Jalan Jermin same as 1 and 3 for  
\$92,000/- Total for 4 semi-detached \$194,000/-.

Group 2

No. 9 and 11 Jalan Jermin against No. 8 Norfolk  
Road.

8 Norfolk Road = \$190,000/- post war 2½ storey  
bungalow.

No. 9 and 11 Jalan Jermin = \$94,000/-

Group 3

30

5, 7 Jalan Jermin against No. 11, 11A, 11B and  
11C Hindoo Road and No. 30 Norris Road.

For Hindoo Road = \$248,000/-

For Norris Road = \$12,000/-

No. 5 and 7 Jalan Jermin = \$94,000/-

No. 15 Norris Road, visited it 2 weeks ago. It  
had a ceiling. I took a photo. Put in and  
marked 1D23.

Cross-  
Examination

xxn: 11 to 33 Norris Road; all houses had  
ceilings except low, 31 and one other. Pre world  
war houses.

40

Page 1 of Report - Valuation.

I would not have expected a ceiling when it was  
constructed.

Defendant's Evidence - D.W.4. - Madam  
Irene Ng - 1st April, 1980

In the High  
Court of the  
Republic of  
Singapore

No. 19  
Trial Judge's  
Transcript of  
Evidence  
Defendant's  
Evidence  
D.W.4. - Madam  
Irene Ng -  
Examination  
1st April 1980

10 D.W.4 Madam Irene Ng a/s English  
Title deeds in 1968.  
Some time in May 1968. Mr Choo Kok Hoe was my  
client. He came with some title deeds. He handed  
them to me and informed me that these deeds  
related to a row of houses at Jalan Jermin. He  
instructed me to obtain separate certificate of  
title under the Land Titles Act for each house. I  
took a look at the deeds and found the registered  
owner was the Plaintiff in this action. He  
explained to me that the monies for the property  
was paid by him and that he had decided to put the  
title deeds in the name of the Plaintiff who is his  
brother. He also instructed me that after I had  
obtained 8 separate C of T I was to prepare  
separate Deed of Trusts for several people, there were  
20 six of them -

Houses No. 15 and 17 - Choo Kok Hoe  
No. 11 - Choo Kok Eng  
No. 9 - Choo Eng Hai  
No. 5 and 7 - Choo Kok Leong  
No. 1 - Choo Eng Aw  
No. 3 - Choo Eng Chew

30 Nothing else transferred. I gave a receipt in  
favour of Choo Kok Beng because he was the registered  
owner. I took all the necessary steps to effect the  
instruction. The Plaintiff came to the office in  
October 1968 at my request. He wanted certain things  
to be done before he signed the application. He  
wanted letters from 4 persons that they would pay the  
property tax and that they had collected the rents  
all along. These 4 persons were Choo Kok Leong;  
Choo Kok Hoe, Choo Eng Hai and Choo Kok Eng (8  
properties). I don't know he was concerned about  
getting this declaration. He did not tell me that  
he was the owner. Submitted application to R. of  
40 Titles; investigated title and informed us that  
one title deed should be with the bundle - this  
deed - conveyance Reg. in Vol. 1107 No. 128. I  
phoned the 1st Defendant for the title deed.  
He could not find it.

Adj. to 2.30 p.m.

D.W. 4 Madam Irene Ng (o.f.o.)

He informed us he could not find it. We wrote to  
Laycock & Ong.

In the High Court of the Republic of Singapore

No. 19  
Trial Judge's Transcript of Evidence  
Defendant's Evidence  
D.W.4. - Madam Irene Ng - Examination  
1st April 1980  
(cont'd)

1D24 - Schedule of Deeds received by 1st Defendant from Laycock & Ong (30.3.54) lost deed never found so far as my firm was concerned.

Long possession 25 Aug 1969 - this was never sworn. Wrote a few reminders. In November 1969 the Plaintiff turned up. He produced his own S/D. He expressed that he was not happy to sign and that he was not happy with the P. Application. He asked me for a copy of the P.A. He subsequently got a copy of the completed application. Nov. 1969 received a first letter from the Plaintiff - PAB48A.

44A is the first letter from Plaintiff. He alleged that there were things that were in the P.A. he did not agree with. Plaintiff wrote to us to say that we were to take instructions from him and not from 1st Defendant. Plaintiff asked to cancel application.

10

PAB 58 - Lee and Lee bill. Bill was sent to Plaintiff on 2.1.70. Pursuant to his letter we treated him as our client. The deeds are now in Court.

20

Cross-Examination  
Cross-Examination  
by K. Singh

xxn - no question.

xxn by K. Singh:

I did not ask the Plaintiff about the ownership of the property. Put: In Nov. 1969 he said that he was the owner of the property.

Enc. 11 - Affidavit of Witness filed on 8.2.73. The 1st Defendant said he had paid for the property so that I came to the conclusion he was beneficial owner. The C of T were to be in the Plaintiff's name. Having done that there was to be a Deed of Trust by the Plaintiff that he was holding the property in trust for the persons named therein. I did not ask why this involved process when he was the real owner. Nothing in correspondence about deed of trust. He gave me the house numbers.

30

Put: There was no talk of Deed of Trust that day. There was.

Put: At that meeting nothing was said of the Defendant having paid for the property. There was.

40

Re-Examination

Re-exam: Application for C of T marked 1D25. (P.A.) released - no further witnesses.

Mr. Jeyaretnam calls 2nd Defendant.

No. 20

Second Defendant's Evidence - Choo Koh Eng  
1st April 1980

In the High  
Court of the  
Republic of  
Singapore

No. 20  
Trial Judge's  
Transcript of  
Evidence  
Second  
Defendant's  
Evidence  
Choo Koh Eng  
Examination  
1st April 1980

2nd Defendant Choo Koh Eng

8 Norfolk Road, Pensioner P. Service 77 years  
of age. Eldest of 4 brothers. 3rd Defendant = 2nd  
brother. 1st Defendant = 3rd brother  
Plaintiff = 4th and last brother

10 The 4th Defendant is my eldest son. Went back on  
1.3.42. Plaintiff did not work for Jap. in postal  
service. The Plaintiff was assisting the other  
brothers - 2nd brother and 3rd brother. I saw  
Plaintiff often during the occupation. I was not  
aware that Plaintiff was making a lot of money on the  
black market. I did not hear that he had made a lot  
of money.

20 I took possession of Nos. 9 and 11 Jermin Road,  
My eldest son occupies No. 9 and I have rented No.  
11 from 1966 or 1967. There was no question that I  
had to pay the rents to the Plaintiff. The rents  
belonged to me. I have paid property tax and other  
outgoings on these properties except for a short  
period. I have given No. 9 to my son. He has lived  
in it from the time it was ready. Still lives there.  
He has paid property tax on this property to date.  
No. 11 is my house. No. 9 is my son's house.

xxn by Lo:

Cross-  
Examination

30 I wrote accounts for Chin Choon Company up till the  
end of 1966. Started pre-war 2nd world war. I  
wrote 1D1, 1D8, 1D15, 1D16, 1D18; 1D9 prepared by  
me.

The 1st Defendant gave me the information; sometimes  
once a week, sometimes once a fortnight, usually on  
Saturday afternoon or Sunday.

Mr Jeyaretnam:

Re-  
Examination

I never agreed with my brother the Plaintiff to  
exchange 8 Norfolk Road for 9 and 11 Jalan Jermin.

xxn by K. Singh:

Cross-  
Examination

40 I was a partner in Chin Choon Company. I wrote to  
Mr Marshall that I am a partner but not on record.  
I thought by saying this I could help solve the  
quarrel between Plaintiff and 1st Defendant. I did  
not share profits or losses. I claim to be the  
owner of Norfolk Road. Yes, I wrote to Mr Marshall

In the High  
Court of the  
Republic of  
Singapore

No. 20  
Trial Judge's  
Transcript of  
Evidence  
Second  
Defendant's  
Evidence  
Choo Koh Eng  
Cross-  
Examination  
1st April  
1980  
(cont'd)

saying that I was not the sole owner of No. 8  
Norfold Road. Evasion of income tax is a shame.  
I knew this. I am a public accountant. In 1941  
Mr Choo Kok Beng had an account. The Plaintiff  
did not want his name in the account. Mr Choo  
Kok Hoe and Choo Kok Leong gave No. 9 and 11 to me.  
They were partners in the firm. The houses given  
to me by Kok Hoe because I educated him. Choo Kok  
Leong because I supported him partly. This was a  
gesture of gratitude.

10

Jalan Bengkok - I have lent money to Chin Choon.  
1D1 page 171 - \$17,097.25 appears under his name.

Went into occupation of No. 9 and 11 Jalan Jermin  
by reason of our arrangement with the Plaintiff.

Adj

---

Trial Judge's note of proceedings - 2nd  
April, 1980

In the High  
Court of the  
Republic of  
Singapore

Wednesday, 2nd April 1980

No. 21  
Trial Judge's  
note of  
proceedings  
2nd April  
1980

Counsel as before.

Mr Lo addresses :

Proposition of law

Dyer v Dyer 20 E.R. 42

- 10 (a) Cheques of 1st Defendant 25% deposit and 75%  
balance plus cheque for legal charges;
- (b) Not to accept note book (p1-17)  
Affects the credibility of the Plaintiff,  
asks that oral testimony be believed;  
1st Defendant paid all the property tax and  
outgoings and collected the rents until the  
completion of the houses. All the property tax  
receipts were in the possession of the 1st  
Defendant; all property tax receipts are in  
the Defendants bundle of documents;

20 All the costs of defendant's development paid by the  
1st and 3rd Defendants. The 1st Defendant dealt with  
the architect; 1st Defendant also went to Lee and  
Lee for separate C of Titles;  
1st Defendant took the title deeds to Lee and Lee;  
1st Defendant told Miss Ng he was the beneficial  
owner of the property; Plaintiff showed total  
indifference up till 1969; complied with all the  
requests of the 1st Defendant. Application for  
separate C of T; it was one year later when the  
30 2nd S/Declaration was to be sworn that he took an  
active interest i.e. payment of property tax.  
Disappearance of Keng Lee Road Property,  
disappeared after floods; delay in exercising  
equitable rights don't matter; 1st Defendant has  
been consistent in his evidence and has supported it  
with documentary evidence whenever possible. The  
necessary title deed being with him is consistent  
with his having possession of the title deeds. The  
alleged loan of \$200,000/- and all the alleged  
40 agreement to repay that loan by the construction of  
10 houses at the expense of the 1st Defendant is a  
clever device to explain away the 1st and 3rd  
Defendants conduct after the event of the purchase;  
but for that explanation the land would be developed  
by the beneficial owner of the land. The exchange  
of the properties is a clever device to explain  
why the various parties took occupation of the  
properties in the way they did.

In the High Court of the Republic of Singapore

No. 21  
Trial Judge's note of proceedings  
2nd April 1980  
(cont'd)

\$200,000/- loan - Plaintiff \$350,000  
Wife \$50,000

On the word of the Plaintiff and his wife on this; Ask court not to accept the evidence of the Plaintiff and his wife and son.

Agreement to repay is a device not to be accepted.

Agreement to exchange could not have taken place; valuation of D.W.3 shows that the exchange was not feasible; Statute of Frauds; not enforceable; no part performance.

10

Stadman 1974 3 W.L.R. p.56.

1st Defendant counterclaim - Gift to the Plaintiff, uncompleted gift - 30 E.R. p.16

Autopus v Smith 1922 2 A.C. 330

(1) Declaration that the 1st and 3rd Defendants are the beneficial owners of 1,3,5,7,9,11,15, 17,19 and 21 Jalan Jermin as claimed in the amended defence;

(2) Declaration that the intended voluntary conveyances of 19 and 21 Jalan Jermin are incomplete and ineffective;

20

(3) Order that the title deeds be returned to the 1st and 3rd Defts;

(4) That the Plaintiff do vacate and deliver possession;

(5) Accounts be taken of all rents and income received by the Plaintiff in respect of 19 and 21 from the date (some time in 1967) when he took possession of 19 and 21 and the amount found due to be paid by the Plaintiff to the 1st and 3rd Defendants.

30

(6) Liberty to apply.

Mr. Jeyaretnam :-

Simple question of fact. Issue before court is has the Plaintiff proved his case; Plaintiff says he paid for the purchase of the land albeit by reimbursement; secondly he paid for the construction then the loan of \$200,000/-. The key question is Did the Plaintiff make a loan of \$200,000/- to the 1st Defendant. If court rejects that evidence the court does not have to consider anything else. The book was invented; if this note book is invented for the purpose of misleading

40

the court into believing that a loan of \$200,000/- was made then what value can be placed on the Plaintiff's evidence re his purchase of Jermin Road property. The book is not disclosed in A of D "I have something for the trial" he said to the counsel. Book fabricated for purpose of this trial. Ignore accounts, ignore everything.

In the High Court of the Republic of Singapore

No. 21  
Trial Judge's note of proceedings  
2nd April 1980  
(cont'd)

10 Beneficial ownership of No. 9 and 11 vests in the 2nd and 4th Defendants. 1st Defendant gave a gift to the 2nd Defendant; incomplete gift; 2nd and 4th Defendants have exercised all rights of ownership re these two houses. Only a formal legal document was necessary; equity does not allow such a document in the way; also usual order for costs against the Plaintiff.

Mr. K. Singh:

20 Real issue is the Plaintiff the holder of the legal title. Defendants would like to take away his legal ownership. Onus is on them to show that the Plaintiff is the true legal owner. Have the 1st and 3rd Defendants discharged that onus of proof; delay by the Defendants must work against them. In 1969 parties dispute (2nd S/D) Defendants take no action in 1972. It is left for the Plaintiff to take action (property bought in 1954) They seek relief by a counterclaim. Reason for putting the title in the name of the Plaintiff is of fundamental importance. 1st Defendant only gave one reason - fear of bankruptcy. 1st and 3rd Defendants have  
30 several properties in their individual names. 3rd Defendant owned Hindoo Road properties; 1st Defendant had property in Surrey Road (6 flats) and Everton Road in his own name. The Surrey Road properties were already in the name of the 1st Defendant and the Hindoo Road property was in their respective names. At the same time he retained the two other lots bought at the auction in his own name.

40 Construction began in 1965. Completed in 1967. In 1968 went to Lee and Lee (14 years from the purchase) The 5th Defendant is the son of the 3rd Defendant; 2nd Defendant had come on the scene with his own son. 10 C of T were to take out in the name of the Plaintiff.

Pleadings - page 22 bottom; page 6 of Amended Defence (3rd line from bottom) Page 8 of the Amended Defence.

50 1D1 - at page 198 of ledger;  
at page 218 June 11, special advance \$7,000/-  
Dec. 9 special advance \$5,000/-  
no entry for interest



In the High  
Court of the  
Republic of  
Singapore

Deposits P18 - \$71,230/-  
P19 - \$61,766/-

No. 21  
Trial Judge's  
note of  
proceedings  
2nd April  
1980  
(cont'd)

There is evidence that the Plaintiff had money.  
Evidence of repayment of \$13,000/- Plaintiff did  
make a note. Places great reliance of \$13,000/-  
cheque to the Plaintiff as proof of the \$200,000/-  
loan.

Order - for a declaration that he is the legal  
beneficial owner of the property;  
order that title deed be surrendered to  
you  
order that the Defendants do give and  
deliver up possession of 1, 3, 15, 17 (1st  
Defendant) 11 (2nd Defendant) 9 (4th  
Defendant) 5 and 7 (5th Defendant) and  
order for accounts.

10

Adj to Wednesday, 23rd April 1980

23rd April  
1980

Wednesday, 23rd April 1980

Counsel as before.

Make findings of fact. Tell counsel that in  
my findings I could dismiss both the claim and  
counterclaim as their pleas on the pleadings did  
not envisage the findings I did in fact make. I  
therefore adj. matter to chambers where I told  
counsel the options open to them:

20

1. For me to proceed on the findings of fact  
without amendment of pleadings or
2. For me to proceed further on basis that  
counsel agree that suitable amendments be  
made to pleadings for me to determine the  
case as on the facts found by me or
3. For parties as amongst themselves consent  
to an agreed order.

30

Sgd. A.P. Rajah  
23.4.80

29th October  
1980

Wednesday, 29th October, 1980

Early date - one day.

Sgd. A.P. Rajah  
29.10.80

28th November  
1980

Friday, 28th November 1980

40

Civil Law Act (Cap. 30) Sec. 3(d).

1. Dillwyn v. Llewelyn 45 ER. 1285 @ 1287

2. Unity Joint Stock Bank v. King  
53 E.R. 563 @ 565  
"That being so ..."

3. (1866) E. I. A 129 @ page 140 (bottom)  
141 1st para. - Special  
circumstances (para. 2)  
page 170 - Rule of law

4. (1884) (L.R.) A.C. 699 @ 710, 712 (Para. 1)  
Landowner has for her own purposes requested  
the tenant to make improvements, 714.

5. (1972) 1 W.L.R. 286  
(1963) 1 W.L.R. 677 Chalmers v. P.  
(1979) 1 W.L.R. 431 Pascoe v. Turner

In the High  
Court of the  
Republic of  
Singapore

No. 21  
Trial Judge's  
note of  
proceedings  
28th November  
1980  
(cont'd)

10  
Mr. Lo (11.20):

1. Plymmer v. Mayor of Wellington p. 713  
(1884) A.C. p. 699 @ 713 last para.  
Court must look at circumstances in each  
case in what way the Equity can be satisfied.

20  
2. Pascoe v. Turner page 438 para. 2

Court has a wide discretion, no reason why I  
should not make further findings.

Further facts are relevant.

Partners were in possession of the land.

Court - Order approved by me today and  
initialled.

Sgd. A.P. Rajah  
5.12.80

30  
Certified true copy.  
Sgd. Illegible  
Private Secretary to Judge  
Court No. 3  
Supreme Court, Singapore.

In the High  
Court of the  
Republic of  
Singapore

No. 22

Formal Judgment - 5th December 1980

No. 22  
Formal  
Judgment  
5th December  
1980

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Suit No. 2824 of 1972

Between

CHOO KOK BENG

Plaintiff

And

1. CHOO KOK HOE
2. CHOO KOH ENG
3. CHOO CHENG CHEW & CHOO  
KOK HOE as Administrators of  
the Estate of CHOO KOK LEONG,  
Deceased
4. CHOO ENG HAI
5. HENRY CHENG CHEW CHOO
6. LEE & LEE (sued as a firm) Defendants

10

J U D G M E N T

THE 5TH DAY OF DECEMBER, 1980

THIS ACTION coming on for trial before The Honourable Mr. Justice A.P. Rajah on the 17th, 18th, 19th, 20th, 21st days of March 1980 and on the 1st and 2nd days of April 1980 AND UPON reading the pleadings delivered in this action and UPON HEARING the evidence of the witnesses and what was alleged by Counsel for the abovenamed Plaintiff and Counsel for the abovenamed 1st, 3rd and 5th Defendants and Counsel for the abovenamed 2nd and 4th Defendants.

THIS COURT DID ORDER that the said action stand for judgment and the action standing for judgment on the 23rd day of April 1980 THIS COURT DID DECLARE as follows:-

1. That the 2nd Defendant had acted on behalf of the Plaintiff in the purchase of the said Jalan Jermin Road land and that the Plaintiff paid the purchase price therefor out of his own funds.

2. That the title deeds to the immovable property at Jalan Jermin Road marked on the Government Resurvey Map as Lots 2994, 2995, 2996, 2997, 2998, 2999, 3000, 3001, 3002, 3003 of Mk. XXIV, the subject matter of this action had been in the possession of the Plaintiff and that he had handed them to the 1st Defendant for purposes of applying for separate Certificates

40

of Title for each of the said Government Resurvey lots.

In the High Court of the Republic of Singapore

3. That the Plaintiff had not lent to the 2nd Defendant \$200,000/- as alleged by him or any part thereof and had not requested repayment thereof as alleged in paragraph 3 of the Statement of Claim.
4. That the said land at Jalan Jermin Head was developed by and the development paid for by the partnership in which the 1st and 3rd Defendants were equal partners.
5. That the said development took place with the knowledge and consent of the Plaintiff.
6. That there was no such agreement as alleged in paragraph 4 of the Statement of Claim between the Plaintiff and the 1st, 2nd and 3rd Defendants.

No. 22  
Formal  
Judgment  
5th December  
1980  
(cont'd)

AND THIS COURT DID ORDER that the action stand adjourned to enable the parties to consider their respective positions in the light of the said declarations. AND THIS ACTION coming for further hearing on the 29th day of November 1980 in the presence of Counsel as aforesaid.

THIS COURT DOTH FURTHER DECLARE that the 1st and 3rd Defendants are entitled to an equitable interest in the said land and premises known as Nos. 1, 3, 5, 7, 9, 11, 15, 17, 19 and 21 Jalan Jermin, Singapore arising by virtue of the expenditure of moneys by them on the development of the said land and premises and subsequently on improvements of a capital nature together with interest thereon.

AND THIS COURT DOTH ORDER (1) that the said land and premises do stand charged with the repayment to the 1st and 3rd Defendants of all moneys expended by them as aforesaid in respect of the said land and premises. (2) that this action be remitted to the Registrar for an enquiry as to the amount of money expended by the 1st and 3rd Defendants as aforesaid and for an account of all income and expenditures arising from and in respect of all the said land and premises and as to the proper rate or rates of interests prevailing during the period since the original expenditure up to the present date. (3) that the capital amount of the charge aforesaid shall be the amount found due upon the said enquiry and account.

AND THIS COURT DOTH reserve judgment on the question of interest payable by the Plaintiff to the 1st and 3rd Defendants as aforesaid. AND THIS COURT

In the High  
Court of the  
Republic of  
Singapore

No. 22  
Formal  
Judgment  
5th December  
1980  
(cont'd)

DOTH take no order as to costs and DOTH ORDER that  
all parties be at liberty to apply herein.

Sgd. Illegible  
ASST. REGISTRAR

Entered this 8th day of December 1980 in  
Volume: 227 Page: 62 No: at 4.00 p.m.

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No. 23

Grounds of Judgment - 25th February  
1981

In the High  
Court of the  
Republic of  
Singapore

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Suit No. 2824 of 1972

No. 23  
Grounds of  
Judgment  
23rd February  
1981

Between

Choo Kok Beng

Plaintiff

And

1. Choo Kok Hoe
2. Choo Koh Eng
3. Choo Cheng Chew &  
Choo Kok Hoe as  
Administrators of the  
estate of Choo Kok Leong,  
deceased.
4. Choo Eng Hai
5. Henry Cheng Chew Choo

Defendants

Coram: A.P. Rajah J.

JUDGMENT

Plaintiff's Case

1. In 1954 the Plaintiff purchased a piece of vacant land at Jalan Jermin (the Jalan Jermin land) out of his own money for the sum of \$13,184.32. The 1st Defendant, who is the brother of the Plaintiff, acted as his agent in the said purchase.

2. Between the purchase of the Jalan Jermin land and 1959 the Plaintiff lent the 1st Defendant from time to time the total sum of \$200,000/- free of interest but payable on demand.

3. In 1962, the Plaintiff requested the repayment of the \$200,000/- so that the Plaintiff could develop the Jalan Jermin land. The 1st Defendant was unable to repay the money and after some negotiations, an oral agreement was reached between the Plaintiff and the 1st Defendant as follows:-

- (a) The 1st Defendant would undertake to construct on the said land at Jalan Jermin, ten semi-detached houses for the Plaintiff;

In the High  
Court of the  
Republic of  
Singapore

No. 23  
Grounds of  
Judgment  
23rd February  
1981  
(cont'd)

- (b) The cost of such construction, it was agreed, would be set at \$187,000/- and be set off against the \$200,000/-;
- (c) The balance of \$13,000/- was to be repaid before the end of 1966. This sum of \$13,000/- was repaid to the Plaintiff on the 27th December 1965 by cheque and the 10 houses were completed some time between March and April 1967 and numbered 1,3,5,7,9,11,15,17,19 and 21 Jalan Jermin. The 1st Defendant paid the property tax on behalf of the Plaintiff and was reimbursed by the latter for such payment; 10

4. In 1967 the 1st, 2nd and 3rd Defendants orally agreed with the Plaintiff as follows:-

- (a) The 1st Defendant was to exchange his properties known as numbers 14, 14A, 14B, 16, 16A and 16B Surrey Road, Singapore (hereinafter referred to as "the 1st Defendant's said properties") for numbers 1, 3, 15 and 17 Jalan Jermin; 20
- (b) the 2nd Defendant, a brother of the Plaintiff, was to exchange his property known as No. 8, Norfolk Road, Singapore (hereinafter referred to as "the 2nd Defendant's said property") for Nos. 9 and 11 Jalan Jermin;
- (c) The 3rd Defendant was to exchange his properties known as Nos. 11, 11A, 11B and 11C Hindoo Road, Singapore together with No. 30 Norris Road, Singapore (hereinafter referred to as "the 3rd Defendant's said properties") for Nos. 5 and 7 Jalan Jermin; 30
- (d) The remaining 2 houses Nos. 19 and 21 was for the Plaintiff;
- (e) All necessary transfers to effectuate the abovementioned exchange would be effected by 1968;
- (f) It was an express or alternatively an implied condition of the agreement that on and from the dates when the physical possession of the various houses was handed over, the person to whom each house was handed over would bear the usual outgoings (such as property tax) and would be entitled to the rents and profits in respect thereof. 40

5. The Plaintiff in anticipation of the 1st, 2nd and 3rd Defendants complying with their obligations as hereinbefore described, handed over

physical possession of Numbers 1, 3, 15 and 17 Jalan Jermin, Numbers 9 and 11 Jalan Jermin and Numbers 5 and 7 Jalan Jermin soon after completion of construction of the respective buildings, to the 1st, 2nd and 3rd Defendants respectively.

In the High Court of the Republic of Singapore

No. 23  
Grounds of Judgment  
23rd February 1981  
(cont'd)

6. On dates unknown to the Plaintiff, the 2nd and the 3rd Defendants respectively permitted the 4th and 5th Defendants to respectively occupy Numbers 9 and 7 Jalan Jermin.

10 7. In April 1968, the Plaintiff gave the title deeds of the Jalan Jermin land to the 1st Defendant and instructed him to apply for the issue of ten separate titles for each of the said semi-detached houses. The 1st Defendant then handed the said title deeds to Messrs. Lee & Lee for the said purpose.

8. In the premises the Plaintiff claimed:-

20 (a) (i) As against the 1st, 2nd and 3rd Defendants and each of them, specific performance of the agreement mentioned in paragraph 4 of the Statement of Claim.

(ii) An Order that on the Plaintiff delivering to:-

(1) the 1st Defendant, title deeds relating to Numbers 1, 3, 15 and 17 Jalan Jermin together with valid registrable Transfers in respect thereof;

30 (2) to the 2nd Defendant, title deeds relating to Numbers 9 and 11 Jalan Jermin together with valid registerable Transfer in respect thereof;

(3) to the 3rd Defendant, title deeds relating to Numbers 5 and 7 Jalan Jermin together with valid registerable Transfer in respect thereof;

40 the 1st, 2nd and 3rd Defendants and each of them will, as respects their various properties hereinbefore mentioned, deliver to the Plaintiff the various title deeds relating thereto together with valid registerable Transfer in favour of the Plaintiff in respect thereof, and in default of the 1st, 2nd and 3rd Defendants (or any of them) failing to execute and deliver to the Plaintiff such valid registerable Transfers, the Registrar of Titles be directed and authorised to execute such Transfers and such Transfers once executed by the Registrar of Titles as aforesaid, shall be as valid and



In the High  
Court of the  
Republic of  
Singapore

No. 23  
Grounds of  
Judgment  
23rd February  
1981  
(cont'd)

effectual in all respects as if the 1st,  
2nd and 3rd Defendants (as the case may  
be) had executed such Transfers themselves.

- (iii) Accounts in respect of all rents and/or profits accruing to the 1st, 2nd and 3rd Defendants' properties from the date the 1st, 2nd and 3rd Defendants took physical possession of Numbers 1, 3, 15 and 17 Jalan Jermin, Numbers 9 and 11 Jalan Jermin and Numbers 5 and 7 Jalan Jermin, respectively; and an order for the payment to the Plaintiff of such sum as may be found due to the Plaintiff upon such account being taken. 10

(b) Alternatively,

- (i) A declaration that the Plaintiff is the legal, beneficial and absolute owner of the said land at Jalan Jermin together with the houses erected thereon and known as Numbers 1, 3, 5, 7, 9, 11, 15, 17, 19 and 21 Jalan Jermin, Singapore, free from all interests whatsoever of the Defendants or any of them; 20
- (ii) As against the 1st Defendant, possession of Numbers 1, 3, 15 and 17 Jalan Jermin together with accounts in respect of all rents and/or profits accruing to the said houses and expenses relating thereto, and an order for payment to the Plaintiff of such sum as may be found due to the Plaintiff upon such account being taken; 30
- (iii) As against the 2nd and 4th Defendants, possession of Numbers 9 and 11 Jalan Jermin together with accounts in respect of all rents and/or profits accruing to the said houses and expenses relating thereto, and an order for payment to the Plaintiff of such sum as may be found due to the Plaintiff upon such account being taken;
- (iv) As against the 3rd and 5th Defendants, possession of Numbers 5 and 7 Jalan Jermin together with accounts in respect of all rents and/or profits accruing to the said houses and expenses relating thereto, and an order for payment to the Plaintiff of such sum as may be found due to the Plaintiff upon such account being taken; 40
- (v) As against the 1st, 2nd and 3rd Defendants, damages for breach of contract. 50

Defence of the 1st, 2nd and 5th Defendants

In the High  
Court of the  
Republic of  
Singapore

No. 23  
Grounds of  
Judgment  
23rd February  
1981  
(cont'd)

10 9. The 1st Defendant, as for himself, said that the Jalan Jermin land was purchased out of his own funds and was put in the name of the Plaintiff for purposes of convenience and that he was the beneficial owner thereof. He denied having borrowed from the Plaintiff the sum of \$200,000 as claimed but said that he had borrowed \$12,000/- from him with interest at \$1,000/- which sum he said he repaid the Plaintiff on 27th December 1965.

10. As for themselves these three Defendants denied the agreement alleged by the Plaintiff in paragraph 4 hereof and said that it was agreed between the Plaintiff and the First and Third Defendants that in consideration for the use of the Plaintiff's name as the legal owner of the property, that he, the Plaintiff, be given the ownership of houses Numbers 19 and 21 Jalan Jermin and the remainder of the houses be transferred as follows:-

- 20 (1) To the 1st Defendant houses Nos. 1, 3, 15 and 17 Jalan Jermin,  
(2) To the 2nd Defendant house no. 11 Jalan Jermin,  
(3) To the 3rd Defendant house Nos. 5 and 7 Jalan Jermin,  
(4) To the 4th Defendant house No. 9 Jalan Jermin.

11. The 1st and 3rd Defendants counterclaimed against the Plaintiff for:-

- 30 (1) specific performance of the agreement referred to in paragraph 10 aforesaid or alternatively for an order that the houses Nos. 19 and 21 Jalan Jermin be returned to the 1st Defendant;  
(2) a declaration that the 1st Defendant is the legal owner of houses Nos. 1, 3, 15 and 19, Jalan Jermin,  
(3) a declaration that the 3rd Defendant is the legal owner of houses Nos. 5 and 7, Jalan Jermin.

Defence of the 2nd and 4th Defendants

40 12. The real contest in the instant case was between the Plaintiff and the 1st and 3rd Defendants and although the 2nd and 4th Defendants had, each of them, filed a defence and the 2nd Defendant a counterclaim, they were quite content in the trial of this action to let the matter be sorted out as between the Plaintiff and 1st and 3rd Defendants.

In the High  
Court of the  
Republic of  
Singapore

No. 23  
Grounds of  
Judgment  
23rd February  
1981  
(cont'd)

13. This was a case which depended entirely on the credibility or otherwise of the witnesses testifying before me. At some stage or the other both the Plaintiff and the 1st and 3rd Defendants were giving me fanciful and incredible accounts of what had happened. On the evidence before me I made the following findings of fact:-

1. That the title deeds of the Jalan Jermin properties, the subject matter of the litigation, was in the possession of the Plaintiff and that he handed them to the 1st Defendant for purposes of splitting the title. 10
2. That the 1st Defendant acted on behalf of the Plaintiff in the purchase of the said Jalan Jermin properties.
3. That the Plaintiff did not lend to 1st Defendant the \$200,000/- as alleged by him or any portion thereof; (a) That there was no request for repayment as alleged in paragraph 3 of the Statement of Claim. 20
4. That the said Jalan Jermin properties were developed by and paid for by the partnership in which the 1st and 3rd Defendants were equal partners.
5. That this development took place with the knowledge and consent of the Plaintiff.
6. That there was no such agreement as alleged in paragraphs 4 and 6 of the Statement of Claim between the Plaintiff and the 1st, 2nd and 3rd Defendants. 30
7. There was no such further agreement as alleged in paragraph 6 of the Statement of Claim between the Plaintiff and the 1st, 2nd and 3rd Defendants.
8. There was no such agreement as alleged in paragraph 4 of the Defence of the 1st, 3rd and 5th Defendants between the Plaintiff and the 1st and 3rd Defendants.

14. The claim of the Plaintiff was primarily based on the assumption that (1) the oral agreement as pleaded by him in paragraph 4 of his Statement of Claim (paragraph 4 hereof) and (2) his lending \$200,000/- to the 1st Defendant would have been proven but as I have said I have found against such an agreement and the lending. 40

15. Further, he asks for a declaration that he is the legal, beneficial and absolute owner of the land at Jalan Jermin together with the houses erected thereon and known as Numbers, 1, 3, 5, 7, 9, 11, 15, 17, 19 and 21 Jalan Jermin, Singapore free from all interests whatsoever of the Defendants or any of them.

In the High Court of the Republic of Singapore

No. 23  
Grounds of Judgment  
23rd February 1981  
(cont'd)

10 16. He cannot succeed in that either because I have found that the monies expended on the development of this land did not come from him but from the 1st and the 3rd Defendants who were then in partnership together. In these circumstances the claims of the Plaintiff as formulated by him cannot succeed.

20 17. The 1st and 3rd Defendants say in paragraph 4 of their defence that it was agreed between the Plaintiff and the 1st and 3rd Defendants that, in consideration for the use of the Plaintiff's name as the legal owner of the property, that he would be given the ownership of houses Numbers 19 and 21 Jalan Jermin and would transfer the remainder of the houses as agreed. Here again I have found that there was no such agreement. The counterclaim therefore cannot be acceded to.

18. It has been urged upon me by counsel for the litigants that the Court has power to decide the case in equity by virtue of section 3(d) of the Civil Law Act (Cap. 20). I accepted that and dealt with it as urged.

30 19. Quite clearly the Plaintiff cannot be allowed to have the property in the way in which it now stands. The 1st and the 3rd Defendants have expended large sums of money on the development of this property. The claim and counterclaim herein were dismissed and the orders made were settled by me on the 5th December 1980 in the presence of counsel for the parties herein and read:-

40 "This Court Doth Further Declare that the 1st and 3rd Defendants are entitled to an equitable interest in the said land and premises known as Nos. 1, 3, 5, 7, 9, 11, 15, 17, 19 and 21 Jalan Jermin, Singapore arising by virtue of the expenditure of moneys by them on the development of the said land and premises and subsequently on improvements of a capital nature together with interest thereon.

50 And This Court Doth Order (1) that the said land and premises do stand charged with the repayment to the 1st and 3rd defendants of all moneys expended by them as aforesaid in respect of the

In the High  
Court of the  
Republic of  
Singapore

No. 23  
Grounds of  
Judgment  
23rd February  
1981  
(cont'd4

said land and premises. (2) that this action be remitted to the Registrar for an enquiry as to the amount of money expended by the 1st and 3rd Defendants as aforesaid and for an account of all income and expenditures arising from and in respect of all the said land and premises. And as to the proper rate or rates of interests prevailing during the period since the original expenditure up to the present date. (3) that the capital amount of the charge aforesaid shall be the amount found due upon the said enquiry and account. 10

And This Court Doth reserve judgment on the question of interest payable by the plaintiff to the 1st and 3rd defendants as aforesaid. And This Court Doth make no order as to costs and Doth Order that all parties be at liberty to apply herein."

Sgd. A.P. Rajah

JUDGE

20

Singapore,  
23rd February, 1981

No. 24

Notice of Appeal by First, Third and Fifth  
Defendants - 22nd December, 1980

In the Court  
of Appeal of  
the Republic  
of Singapore

No. 24  
Notice of  
Appeal by 1st,  
3rd and 5th  
Defendants  
22nd December  
1980

IN THE COURT OF APPEAL OF THE REPUBLIC OF SINGAPORE

Civil Appeal No. 113 of 1980

Between

- 10
1. CHOO KOK HOE
  2. CHOO CHENG CHEW & CHOO  
KOK HOE as Administrators of  
the Estate of CHOO KOK LEONG,  
Deceased
  3. HENRY CHENG CHEW CHOO
- Appellants

And

CHOO KOK BENG

Respondent

In the matter of Suit No. 2824 of 1972.

Between

CHOO KOK BENG

Plaintiff

And

- 20
1. CHOO KOK HOE
  2. CHOO KOH ENG
  3. CHOO CHENG CHEW & CHOO KOK HOE  
as Administrators of the Estate  
of CHOO KOK LEONG, Deceased
  4. CHOO ENG HAI
  5. HENRY CHENG CHEW CHOO
  6. LEE & LEE (sued as a firm)
- Defendants

NOTICE OF APPEAL

30

Take notice that the abovenamed Appellants who were 1st, 3rd and 5th Defendants in Suit No. 2824 of 1972, being dissatisfied with the decision of the Honourable Mr Justice A.P. Rajah given at Singapore on the 5th day of December 1980 appeal to the Court of Appeal against such part only of the said decision as decides that:-

- 40
1. The 2nd Defendant had acted on behalf of the Plaintiff in the purchase of the land at Jalan Jermin and marked on the Government Resurvey Map as Lots 2994, 2995, 2996, 2997, 2998, 2999, 3000, 3001, 3002, 3003 of Mukim XXIV and that the Plaintiff has paid the purchase price therefor out of his own funds.

In the Court  
of Appeal of  
the Republic  
of Singapore

No. 24  
Notice of  
Appeal by 1st,  
3rd and 5th  
Defendants  
22nd December  
1980  
(cont'd)

2. the title deeds to the said land at Jalan Jermin had been in the possession of the Plaintiff and that he had handed them to the 1st Defendant for the purpose of applying for separate certificates of Title for each of the said lots on the said land.
3. the 1st and 3rd Defendants are entitled to no greater interest in the said land and the premises erected thereon and known as Nos. 1, 3, 5, 7, 9, 11, 15, 17, 19 and 21 Jalan Jermin, Singapore, than the equitable interest mentioned in the said judgment. 10
4. there be no Order on costs.

Dated the 22nd day of December 1980.

Sgd. Illegible

SOLICITORS FOR THE APPELLANTS

To: The Registrar,  
Supreme Court,  
Singapore.

and to the above named Plaintiff and his Solicitors, 20  
Messrs. L.A.J. Smith.

The address for service of the appellant is c/o:  
Allen & Gledhill of 2401, OCBC Centre, Chulia  
Street, Singapore, 0104.

No. 25

Amended Petition of Appeal by First, Third  
and Fifth Defendants - 4th August, 1981

In the Court  
of Appeal of  
the Republic  
of Singapore

IN THE COURT OF APPEAL OF THE REPUBLIC OF SINGAPORE

Amended as underlined in red pursuant to Order of  
the Court of Appeal dated 31st day of July, 1981.

Dated this 4th day of August, 1981.

Sgd. Illegible  
Asst. Registrar

No. 25  
Amended  
Petition of  
Appeal by 1st,  
3rd and 5th  
Defendants  
4th August  
1981

10 Civil Appeal No. 113 of 1980

Between

1. CHOO KOK HOE
2. CHOO CHENG CHEW & CHOO KOK HOE  
as Administrators of the Estate  
of CHOO KOK LEONG, Deceased
3. HENRY CHENG CHEW CHOO Appellants

And

CHOO KOK BENG Respondent

In the matter of Suit No. 2824 of 1972

20 Between

CHOO KOK BENG Plaintiff

And

1. CHOO KOK HOE
2. CHOO KOH ENG
3. CHOO CHENG CHEW & CHOO KOK HOE  
as Administrators of the Estate  
of CHOO KOK LEONG, Deceased
4. CHOO ENG HAI
5. HENRY CHENG CHEW CHOO
6. LEE & LEE (sued as a firm) Defendants

AMENDED

PETITION OF APPEAL

To: The Honourable The Judges of the Court of  
Appeal.

The Petition of the abovenamed Appellants  
showeth as follows:

1. This Appeal arises from a claim by the  
Respondent against the Appellants and others in  
Suit No. 2824 of 1972 and a Counterclaim by the  
Appellants against the Respondent in the same action.



In the Court  
of Appeal of  
the Republic  
of Singapore

No. 25  
Amended  
Petition of  
Appeal by 1st,  
3rd and 5th  
Defendants  
4th August  
1981  
(cont'd)

The claim of the Respondent/Plaintiff in the said  
action relates to the following:-

A(a) (i) As against the First, Second and Third  
Defendants and each of them, specific  
performance of the agreement mentioned in  
paragraph 4 of the Statement of Claim.

(a) (ii) An order that on the Plaintiff delivering:-

(1) to the First Defendant, title deeds  
relating to Numbers 1, 3, 15 and 17  
Jalan Jermin together with valid  
registerable Transfers in respect  
thereof;

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(2) to the Second Defendant, title deeds  
relating to Numbers 9 and 11 Jalan  
Jermin together with valid  
registerable Transfers in respect  
thereof;

(3) to the Third Defendant, title deeds  
relating to Numbers 5 and 7 Jalan  
Jermin together with valid registerable  
Transfers in respect thereof;

20

the First, Second and Third Defendants and  
each of them will, as respects their  
various properties hereinbefore mentioned,  
deliver to the Plaintiff the various title  
deeds relating thereto together with valid  
registerable Transfers in favour of the  
Plaintiff in respect thereof, and in default  
of the First, Second and Third Defendants  
(or any of them) failing to execute and  
deliver to the Plaintiff such valid  
registerable Transfers, the Registrar of  
Titles be directed and authorised to  
execute such Transfers and such Transfers  
once executed by the Registrar of Titles  
as aforesaid, shall be as valid and  
effectual in all respects as if the First,  
Second and Third Defendants (as the case  
may be) had executed such Transfers  
themselves.

30

40

(a) (iii) Accounts in respect of all rents and/or  
profits accruing to the First, Second and  
Third Defendants' properties from the date  
the First, Second and Third Defendants took  
physical possession of Numbers 1, 3, 15 and  
17 Jalan Jermin, Numbers 9 and 11 Jalan  
Jermin and Numbers 5 and 7 Jalan Jermin,  
respectively; and an order for the payment  
to the Plaintiff of such sum as may be  
found due to the Plaintiff upon such account  
being taken.

50

(b) Alternatively,

In the Court  
of Appeal of  
the Republic  
of Singapore

No. 25  
Amended  
Petition of  
Appeal by 1st,  
3rd and 5th  
Defendants  
4th August  
1981  
(cont'd)

(i) A declaration that the Plaintiff is the legal, beneficial and absolute owner of the said land at Jalan Jermin together with the houses erected thereon and known as Numbers 1,3,5,7,9,11,15,17,19 and 21 Jalan Jermin, Singapore, free from all interests whatsoever of the Defendants or any of them;

10 (ii) As against the First Defendant, possession of Numbers 1, 3, 15 and 17 Jalan Jermin together with accounts in respect of all rents and/or profits accruing to the said houses and expenses relating thereto, and an Order for payment to the Plaintiff of such sum as may be found due to the Plaintiff upon such account being taken;

20 (iii) As against the Second and Fourth Defendants, possession of Numbers 9 and 11 Jalan Jermin together with accounts in respect of all rents and/or profits accruing to the said houses and expenses relating thereto, and an order for payment to the Plaintiff of such sum as may be found due to the Plaintiff upon such account being taken;

30 (iv) As against the Third and Fifth Defendants, possession of Numbers 5 and 7 Jalan Jermin together with accounts in respect of all rents and/or profits accruing to the said houses and expenses relating thereto, and an order for payment to the Plaintiff of such sum as may be found due to the Plaintiff upon such account being taken;

(v) As against the First, Second and Third Defendants, damages for breach of contract.

40 B. As against the Sixth Defendant, return of the title deeds relating to the said land at Jalan Jermin together with damages for wrongful detention;

C. Consequential orders and directions;

D. Costs.

2. The Counterclaim of the Appellants (the 1st, 3rd and 5th Defendants in the said action) prayed for the following:-

In the Court  
of Appeal of  
the Republic  
of Singapore

No. 25  
Amended  
Petition of  
Appeal by 1st,  
3rd and 5th  
Defendants  
4th August  
1981  
(cont'd)

- (a) For a declaration that the 1st & 3rd Defendants are the beneficial owners of the said land now known as Lots 2994-3003 of Mukim XXIV in the District of Kallang being part of land comprised in Grants 80, 162, 193 and grant in fee simple No. 527 or some or one of them together with houses erected thereon and known as Nos. 1, 3, 5, 7, 9, 11, 15, 17, 19 & 21 Jalan Jermin, Singapore.
- (b) Further or alternatively, a declaration that the intended voluntary conveyances of the said land now known as Lots 2994 and 2995 of Mukim XXIV together with the two semi-detached houses erected thereon known as Nos. 19 & 21 Jalan Jermin, Singapore, by the 1st Defendant and the said Choo Kok Leong (now deceased) in favour of the Plaintiff have been disclaimed or repudiated by the Plaintiff or have been validly revoked by the Defendants or otherwise are incomplete and ineffective. 10 20
- (c) Further or alternatively, an order that the Plaintiff do forthwith execute and deliver to the Defendants valid registrable transfers and otherwise do all things necessary to vest valid registrable titles as follows:-
- (i) as to the said land now comprised in Lots 3002, 3003 and 2996 and 2997 of Mukim XXIV together with the 4 semi-detached houses therein and known as Nos. 1, 3 and 15 & 17 Jalan Jermin respectively, in favour of the 1st Defendant. 30
- (ii) as to the said land now comprised in Lots 3000 & 3001 of Mukim XXIV together with the 2 semi-detached houses thereon and known as Nos. 5 and 7 Jalan Jermin respectively, in favour of the 3rd Defendants as the Administrators of the Estate of Choo Kok Leong, deceased.
- (iii) as to the land now comprised in Lots 2998 and 2999 of Mukim XXIV together with the 2 semi-detached houses thereon and known as Nos. 9 & 11 Jalan Jermin respectively, in favour of the 2nd Defendant. 40
- (iv) as to the said land now comprised in Lots 2994 and 2995 of Mukim XXIV together with the 2 semi-detached houses thereon and known as Nos. 19 & 21 Jalan Jermin respectively, in favour of the 1st Defendant and the 3rd Defendants (as the 50

administrators of the Estate of Choo  
Kok Leong, deceased) in equal shares.

In the Court  
of Appeal of  
the Republic  
of Singapore

No. 25  
Amended  
Petition of  
Appeal by 1st,  
3rd and 5th  
Defendants  
4th August  
1981  
(cont'd)

10 and that in the event of the Plaintiff failing  
to do the same forthwith the Registrar of  
Titles be directed and authorised to execute  
such transfers and do all such things  
necessary to vest registrable titles of the  
said land as aforesaid, and such transfers  
and/or things once effected or done by the  
Registrar of Titles as aforesaid shall be as  
valid and effectual in all respects as if the  
Plaintiff had executed the same.

(d) Such further or other relief as the Court may  
deem fit and reasonable.

(e) Costs.

3(a) By Judgment dated the 5th day of December 1980  
the Honourable Mr Justice A.P. Rajah made the  
following declaration:-

20 (i) That the 2nd Defendant had acted on  
behalf of the Plaintiff in the purchase  
of the said Jalan Jermin Road land and  
that the Plaintiff paid the purchase price  
therefor out of his own funds.

30 (ii) That the title deeds to the immovable  
property at Jalan Jermin Road marked on  
the Government Resurvey Map as Lots 2994,  
2995, 2996, 2997, 2998, 2999, 3000, 3001,  
3002, 3003 of Mk. XXIV, the subject matter  
of this action had been in the possession  
of the Plaintiff and that he had handed them  
to the 1st Defendant for purposes of  
applying for separate Certificates of  
Title for each of the said Government  
Resurvey lots.

(iii) That the Plaintiff had not lent to the  
2nd Defendant \$200,000/- as alleged by  
him or any part thereof and had not requested  
repayment thereof as alleged in paragraph 3  
of the Statement of Claim.

40 (iv) That the said land at Jalan Jermin Road  
was developed by and the development paid  
for by the partnership in which the 1st  
and 3rd Defendants were equal partners.

(v) That the said development took place with  
the knowledge and consent of the Plaintiff.

(vi) That there was no such agreement as alleged

In the Court  
of Appeal of  
the Republic  
of Singapore

No. 25  
Amended  
Petition of  
Appeal by 1st,  
3rd and 5th  
Defendants  
4th August  
1981  
(cont'd)

in paragraph 4 of the Statement of Claim  
between the Plaintiff and the 1st, 2nd  
and 3rd Defendants.

3(b) The learned Judge further declared in the said  
Judgment that the 1st and 3rd Defendants are  
entitled to an equitable interest in the said land  
and premises known as Nos. 1, 3, 5, 7, 9, 11, 15,  
17, 19 and 21 Jalan Jermin, Singapore, arising by  
virtue of the expenditure of moneys by them on the  
development of the said land and premises and  
subsequently on improvements of a capital nature  
together with interest thereon and ordered that :-

10

(i) the said land and premises do stand  
charged with the repayment to the 1st  
and 3rd Defendants of all moneys expended  
by them as aforesaid in respect of the  
said land and premises

(ii) that this action be remitted to the  
Registrar for an enquiry as to the  
amount of money expended by the 1st and  
3rd Defendants as aforesaid and for an  
account of all income and expenditure  
arising from and in respect of all the  
said land and premises and as to the proper  
rate or rates of interests prevailing  
during the period since the original  
expenditure up to the present date.

20

(iii) that the capital amount of the charge  
aforesaid shall be the amount found due  
upon the said enquiry and account.

30

3(c) In the said Judgment, the Court reserved  
judgment on the question of interest payable by the  
Plaintiff to the 1st and 3rd Defendants as  
aforesaid and made no order as to costs and further  
ordered that all parties be at liberty to apply  
herein.

4. Your Petitioners are dissatisfied with the  
said Judgment on the following grounds:-

(1) The finding sby the learned Judge that (A)  
the 1st Defendant (referred to as the 2nd  
Defendant in the current Order of Court) acted  
on behalf of the Plaintiff in the purchase of  
the Jalan Jermin land ("the land"), and (B)  
any finding by him that the Plaintiff paid the  
purchase price therefor out of his own monies  
and (C) that the title deeds of the land had  
been in the possession of the Plaintiff and  
that he had handed them over to the 1st  
Defendant for the purpose of applying for

40

separate certificates of Title was in each case contrary to the weight of the evidence and a judge properly directing himself should not have found in the Plaintiff's favour having regard to the following matters and each of them:

In the Court of Appeal of the Republic of Singapore

No. 25  
Amended  
Petition of  
Appeal by 1st,  
3rd and 5th  
Defendants  
4th August  
1981  
(cont'd)

- 10 (a) the Plaintiff accepted that the 1st Defendant paid for the land out of his own pocket,
- 10 (b) The onus of proof therefore rested upon the Plaintiff to substantiate his allegation that he had reimbursed the 1st Defendant in cash,
- (c) The learned Judge found that the Plaintiff's allegation that he had ~~sent~~ lent the 1st Defendant S\$200,000/- or any part thereof to be false,
- 20 (d) By implication the learned Judge found that the entries in the Plaintiff's note book purporting to record the said loan were fraudulently fabricated by the Plaintiff for the purpose of deceiving the Court,
- 30 (e) The learned Judge further found that the Plaintiff's allegations that there were agreements with various of the Defendants for the exchange of their respective properties for houses situated on the said land were ~~untrue~~, untrue and, by implication, fraudulently fabricated by the Plaintiff for the purposes of deceiving the court,
- (f) The evidence showed that the Plaintiff was at all material times a lowly paid post office employee,
- 40 (g) The Plaintiff's evidence as to reimbursement was wholly uncorroborated while the Plaintiff's evidence as to possession of the title deeds was uncorroborated save by his wife whose evidence was also found to be mendacious.
- (h) The undisputed fact that the 1st and 2nd Defendants had paid all property taxes on the Jalan Jermin property until the taking of possession of the completed houses by the various parties, after which each party paid for their respective properties. (The Plaintiff's contention had been that he had reimbursed the Defendants).

In the Court  
of Appeal of  
the Republic  
of Singapore

No. 25  
Amended  
Petition of  
Appeal by 1st,  
3rd and 5th  
Defendants  
4th August  
1981  
(cont'd)

- (i) The 1st Defendant's evidence that the 1st and 3rd Defendants had possession control and management of Jalan Jermin property prior to the completion and taking of possession of the completed houses by the various parties and that all rents arising therefrom during the said period had been collected and kept by the partnership firm.
- (j) The evidence of Madam Irene Ng, the Solicitor in M/s Lee & Lee who attended and acted for the 1st Defendant, to the effect (I) that the 1st Defendant had informed and instructed her in May 1968 that the monies for the Jalan Jermin property were paid by him. (II) that he had decided to put the title deeds in the name of the Plaintiff. (III) that after obtaining 8 separate certificates of title she was to prepare separate deeds of trusts in favour of the various parties.

10

20

(2) In the alternative, having regard to the following matters which were found by the learned Judge or were ~~disputed~~ undisputed, namely,

- (a) The Plaintiff reimbursed the 1st Defendant with the sum of S\$13,184 for the land,
- (b) The land was developed (into 10 houses) by a partnership of which the 1st and 3rd Defendants were equal partners,
- (c) This development took place with the knowledge and consent of the Plaintiff,
- (d) The development was completed in April 1967,
- (e) The cost of the development was approximately S\$200,000/-,
- (f) The Defendants were in possession of, in the case of the 1st Defendant, Numbers 1, 3, 15, and 17 : and, in the case of the 2nd Defendant, Numbers 9 and 11, and, in the case of the 3rd Defendant, Numbers 5 and 7 Jalan Jermin from 1967,

30

40

the learned Judge should have found that the proper inference from the aforesaid matters was that

- (i) the Defendants incurred expenditure in the development of the land in the expectation induced by the Plaintiff that as a result of that expenditure they could remain there,

(ii) in consequence the Plaintiff is estopped in equity from seeking to obtain possession of the said occupied premises from the Defendants and/or should convey the said occupied premises into the respective names of the Defendants; in the alternative,

In the Court of Appeal of the Republic of Singapore

No. 25  
Amended  
Petition of Appeal by 1st, 3rd and 5th Defendants  
4th August 1981  
(cont'd)

10 (iii) the 10 houses on the land are held by the Plaintiff on trust for sale for the 1st and 3rd Defendants and the Plaintiff should be ordered to sell them and the proceeds divided so that the Plaintiff do receive S\$13,184 divided by 200,000 parts thereof and the 1st and 3rd Defendants the balance or such other sums as may be just bearing in mind the large increase in value of the said 10 houses between 1967 and 1980.

20 (3) Further, and/or in the alternative, the learned Judge failed to apply the provisions of Section 3(d) of the Civil Law Act (Cap. 30) in an equitable manner for the order of the learned Judge in effect conferred upon the Plaintiff all or most of the increase in value of the said 10 houses by reason of the inflation of property prices since 1967 whereas an equitable order would have given the Defendants an interest in the land in the ratio that their development expenditure bore to the value of the undeveloped land in 1967.

30 5. Your Petitioners pray that the said judgment in so far as concerns the decisions therein set out in the Petitioners' Notice of Appeal dated 22nd day of December, 1980 ~~may be reversed and that the Appellants' said Counterclaim against the Respondent may be granted in terms thereof or with such modifications or additions thereto which this Honourable Court may seem fit.~~ the Plaintiff's claim may be dismissed with costs and that judgment may be given to the 1st, 3rd and 5th Defendants on their counter-claim or as to this Honourable Court may seem just and equitable.

Dated this 22nd day of June, 1981

Redated this 4th day of August, 1981

Sgd. Illegible

SOLICITORS FOR THE APPELLANTS

To: The abovenamed Respondent and his Solicitors  
Messrs. L.A.J. Smith,  
SINGAPORE.



In the Court  
of Appeal of  
the Republic  
of Singapore

No. 26  
Petition of  
Appeal by 2nd  
and 4th  
Defendants  
2nd June 1981

No. 26

Petition of Appeal by Second and Fourth  
Defendants - 22nd June, 1981

IN THE COURT OF APPEAL OF THE REPUBLIC OF SINGAPORE

CIVIL APPEAL NO. 1 OF 1981

Between

1. CHOO KOH ENG  
2. CHOO ENG HAI Appellants

And

CHOO KOK BENG Respondents 10  
...

IN THE MATTER OF SUIT NO. 2824 of 1972

Between

CHOO KOK BENG Plaintiff

And

1. CHOO KOK HOE  
2. CHOO KOH ENG  
3. CHOO CHENG CHEW & CHOO KOK HOE  
as Administrators of the Estate  
of Choo Kok Leong, deceased.  
4. CHOO ENG HAI 20  
5. HENRY CHENG CHEW CHOO  
6. LEE & LEE (sued as a firm) Defendants

...

PETITION OF APPEAL

TO THE HONOURABLE THE JUDGES OF THE COURT OF  
APPEAL.

The Petition of the abovenamed Appellants  
showeth as follows:-

1. The appeal arises from a claim by the Plaintiff  
for various Orders concerning properties situate and  
known as Numbers 1, 3, 5, 7, 9, 11, 15, 17, 19 and 21  
Jermin Road, Singapore. 30

2. By a Judgment dated the 5th December 1980 the  
learned Trial Judge decided that the Plaintiff was  
the sole legal owner of the said properties subject  
to an equitable interest in them accruing to the  
First and Third Defendants and by implication  
dismissed the Appellants' claim that the First

Appellant was the beneficial owner of properties numbered 9 and 11 and entitled to an assurance of the legal estate in the said properties.

In the Court  
of Appeal of  
the Republic  
of Singapore

3. Your Petitioners are dissatisfied with the said Judgment on the grounds following:-

No. 26  
Petition of  
Appeal by 2nd  
and 4th  
Defendants  
2nd June 1981  
(cont'd)

- 10
- A) The trial Judge erred in law and fact in his finding that the Plaintiff had paid for the purchase of the land upon which the properties were erected and was thereby the legal owner of the land and properties thereon.
- B) The Trial Judge erred in law and fact in rejecting the evidence of the Defendants that the said land was bought by the firm of Chin Choon Company who had enjoyed all the incidents of ownership of the land until the properties were erected thereon.
- 20
- C) The finding of the Trial Judge that the Plaintiff was solely entitled to the land and properties subject to an equitable interest of the First and Third Defendants to be reimbursed the monies spent by the First and Third Defendants in the construction of the said properties is wrong in law and equity.
- D) The finding of the Trial Judge that the Plaintiff paid for the land is against the weight of evidence.

30

Your Petitioners therefore pray that the Judgment of the Trial Judge may be set aside or reversed that it may be declared that Your Petitioner the First Appellant is the beneficial owner of numbers 9 and 11 Jermin Road and that the legal estate in the said properties be conveyed to him or his direction.

Dated the 22nd day of June 1981.

Sgd. Illegible  
Solicitors for the Appellants

To: The abovenamed Respondent and to his Solicitors Messrs. L.A.J. Smith, Singapore.

40

And to: The abovenamed 1st, 3rd and 5th Defendants and their Solicitors, Messrs. Allen & Gledhill, Singapore.

In the Court  
of Appeal of  
the Republic  
of Singapore

No. 27  
Notice of  
Intention to  
apply for leave  
to adduce fresh  
evidence at  
hearing of  
appeal - 9th  
January 1982

No. 27

Notice of Intention to apply for leave  
to adduce fresh evidence at hearing of  
appeal - 9th January, 1982

IN THE COURT OF APPEAL OF THE REPUBLIC OF  
SINGAPORE

Civil Appeal No. 113 of 1980

Between

1. CHOO KOK HOE
  2. CHOO CHENG CHEW & CHOO KOK HOE as Administrators of the Estate of CHOO KOK LEONG, Deceased
  3. HENRY CHENG CHEW CHOO
- Appellants

And

CHOO KOK BENG Respondent

In the matter of Suit No. 2824 of 1972.

Between

CHOO KOK BENG Plaintiff

And

1. CHOO KOK HOE
  2. CHOO KOH ENG
  3. CHOO CHENG CHEW & CHOO KOK HOE as Administrators of the Estate of CHOO KOK LEONG, Deceased
  4. CHOO ENG HAI
  5. HENRY CHENG CHEW CHOO
  6. LEE & LEE (sued as a firm)
- Defendants

NOTICE OF INTENTION TO APPLY FOR LEAVE  
TO ADDUCE FRESH EVIDENCE AT HEARING OF  
APPEAL 30

TAKE NOTICE that the abovenamed 1st, 3rd and 5th Defendants intend at the hearing of the appeal herein from the Judgment of The Honourable Mr Justice A.P. Rajah dated the 5th day of December 1980, to apply to the Court of Appeal for leave to adduce and read in addition to the evidence produced below, the following evidence, viz the affidavit of Tan Kim Choon sworn herein the 8th day of January 1982. 40

Dated this 9th day of January 1982.

Sgd. Allen & Gledhill  
SOLICITORS FOR THE 1ST, 3RD AND  
5TH DEFENDANTS.

TO: The above named Plaintiff and his  
solicitor L.A.J. Smith, Singapore.

No. 28

Notice of Motion for leave to adduce  
fresh evidence at hearing of Appeal  
30th January, 1982

In the Court  
of Appeal of  
the Republic  
of Singapore

No. 28  
Notice of  
Motion for  
leave to  
adduce fresh  
evidence at  
hearing of  
Appeal - 30th  
January 1982

IN THE COURT OF APPEAL OF THE REPUBLIC OF SINGAPORE

Civil Appeal No. 113 of 1980

Between

- 10
1. CHOO KOK HOE
  2. CHOO CHENG CHEW & CHOO KOK HOE  
as Administrators of the Estate  
of CHOO KOK LEONG, Deceased
  3. HENRY CHENG CHEW CHOO Appellants

And

CHOO KOK BENG Respondent

In the matter of Suit No. 2824 of 1972

Between

CHOO KOK BENG Plaintiff

And

- 20
1. CHOO KOK HOE
  2. CHOO KOH ENG
  3. CHOO CHENG CHEW & CHOO KOK  
HOE as Administrators of the  
Estate of CHOO KOK LEONG,  
Deceased
  4. CHOO ENG HAI
  5. HENRY CHENG CHEW CHOO
  6. LEE & LEE (sued as a firm) Defendants

NOTICE OF MOTION

30

Take Notice that the Court of Appeal will be moved on Monday, the 15th day of February 1982, at the sitting of the Court or so soon thereafter as Counsel on behalf of the abovenamed 1st, 3rd and 5th Defendants can be heard for an order that the said 1st, 3rd and 5th Defendants may be at liberty to adduce and read, in addition to the evidence produced below, the following evidence, viz, the affidavit of Tan Kim Choon sworn herein on the 8th day of January, 1982, a true copy of which is

40

annexed hereto.

Dated the 30th day of January, 1982.

Sgd. Allen & Gledhill  
SOLICITORS FOR THE 1ST, 3RD AND  
5TH DEFENDANTS

To: The Plaintiff and his Solicitors,  
Messrs. L.A.J. Smith  
Singapore.

In the Court  
of Appeal of  
the Republic  
of Singapore

No. 29

Affidavit of Tan Kim Choon and exhibit  
thereto - 8th January 1982

No. 29  
Affidavit of  
Tan Kim Choon  
and exhibit  
thereto - 8th  
January 1982

IN THE COURT OF APPEAL OF THE REPUBLIC OF SINGAPORE

Civil Appeal No. 113 of 1980

Between

1. CHOO KOK HOE
  2. CHOO CHENG CHEW & CHOO  
KOK HOE as Administrators  
of the Estate of CHOO KOK  
LEONG, Deceased
  3. HENRY CHENG CHEW CHOO
- Appellants

10

And

CHOO KOK BENG

Respondent

In the matter of Suit No. 2824 of 1972

Between

CHOO KOK BENG

Plaintiff

And

1. CHOO KOK HOE
  2. CHOO KOH ENG
  3. CHOO CHENG CHEW & CHOO KOK HOE  
as Administrators of the Estate  
of CHOO KOK LEONG, Deceased.
  4. CHOO ENG HAI
  5. HENRY CHENG CHEW CHOO
  6. LEE & LEE (sued as a firm)
- Defendants

20

A F F I D A V I T

I, TAN KIM CHOON of Suite 1001 Singapore Rubber  
House, 14 Collyer Quay, Singapore, do hereby make  
oath and say as follows:-

30

1. I obtained a Bachelor of Science degree in  
Estate Management from the University of London,  
United Kingdom in 1963. I am a Fellow of the Royal  
Institution of Chartered Surveyors, the Singapore  
Institute of Surveyors and the Institution of  
Surveyors (Malaysia). I am also an Associate of  
the Chartered Institute of Arbitrators (U.K.) I have  
held the following professional positions: Valuation  
Assistant, Municipality of Kuala Lumpur 1959-1962;  
Assistant Valuer, Municipality of Kuala Lumpur 1963-  
1966; Development Manager, Realty Development

40

Corporation of Malaysian Ltd. 1966-1967;  
Administrative Officer (Lands), Economics  
Development Board 1967-1968; Director, Land &  
Estates Division, Jurong Town Corporation 1968-1973;  
Manager, Property Division, Straits Steamship Co  
Ltd 1973-1975; Partner of Collier Goh & Tan as  
from 1976. Since 1967, I have been actively involved  
in the course of my work in the valuation of  
residential and other properties in Singapore.

In the Court  
of Appeal of  
the Republic  
of Singapore

No. 29  
Affidavit of  
Tan Kim Choon  
and exhibit  
thereto - 8th  
January 1982  
(cont'd)

10 2. I have been asked by M/s Allen & Gledhill the  
solicitors for Mr Choo Kok Hoe and Mr Henry Choo  
Cheng Chew to make the following valuations:-

(A) The value in March 1967 of the land (without  
houses) known as Lots 184 204-208 inclusive  
of Mukim XXIV:

(i) with planning permission to build 10 semi-  
detached houses

(ii) without such planning permission.

20 (B) The separate values of each of the 10 houses  
together with their individual plots of land  
with vacant possession as at :-

(i) May 1967

(ii) December 1980

(iii) December 1981

3. I have been shown a copy of the valuation report  
of Mr Cheong Thiam Siew (Exhibit ID23). I agree with  
the valuations made therein concerning the value of  
each of the 8 semi-detached houses namely Nos. 1,3,5,7,  
9,11,15 & 17 at Jalan Jermin as at 1966.

30 4. I have visited the site on two occasions, I  
consider the following valuations to be fair and  
accurate:-

(A) (i) \$117,000

(ii) \$78,000

(B) (i) \$405,000

(ii) \$2,435,000

(iii) \$4,075,000

40 5. In making the said valuations, I have adopted  
the Comparison Approach whereby the respective  
market values of the subject property are arrived at

In the Court  
of Appeal of  
the Republic  
of Singapore

No. 29  
Affidavit of  
Tan Kim Choon  
and exhibit  
thereto - 8th  
January 1982  
(cont'd)

by reference to sales of comparable properties in the vicinity at and about the relevant dates. Annexed hereto and marked "A" is a copy of the Valuation Report dated the 1st day of December, 1981 which I have made in connection with the said valuations.

6. Based on my experience and knowledge of past and present values of Singapore residential properties, I am of the opinion that on the balance of probabilities each of the said 10 houses is likely to increase in value by approximately 10% per annum for at least the next three years. In my respectful view the phenomenal rate of increase in property prices that has occurred in Singapore over the past three years is unlikely to be repeated during the following three years. The residential sector of the property market in particular has experienced a sharp downturn over the past six months and with the large supply of dwelling units, especially condominiums that have been approved or are already under construction I do not see any significant rise in prices over the next 12 to 15 months. However, semi-detached and terrace houses will probably be better off as their supply is kept restricted by government policy not favouring this form of housing development.

10

20

SWORN TO AT SINGAPORE )  
on this 8th day of ) Sd. Tan Kim Choon  
January 1982 )

Before me,  
Sd Kirpal Singh  
A COMMISSIONER FOR OATHS

30

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VALUATION REPORT  
OF  
NOS. 1,3,5,7,9,11,15,17,19 & 21  
JALAN JERMIN  
SINGAPORE 1336

This is the exhibit marked "A" referred to in the affidavit of TAN KIM CHOON sworn on this 8th day of January 1982.

40

Before me,  
Sd. Kirpal Singh  
A Commissioner for oaths.

COLLIER GOH & TAN  
CHARTERED VALUATION SURVEYORS  
PROPERTY MANAGERS & ESTATE AGENTS

COLLIER GOH & TAN  
Chartered Valuation Surveyors  
Property Managers &  
Estate Agents

COLLIERS  
International  
Property Consultants,  
Suite 1001, Singapore Rubber  
House, 14 Collyer Quay,  
Singapore 0104

Tel: 983257 & 919622  
Cable: COLLIERS  
Telex: GOHCOL RS36510

In the Court  
of Appeal of  
the Republic  
of Singapore  
of Singapore  
No. 29  
Affidavit of  
Tan Kim Choon  
and exhibit  
thereto - 8th  
January 1982  
(cont'd)

10

VALUATION REPORT

OF

NOS, 1, 3, 5, 7, 9, 11, 15, 17, 19 & 21

JALAN JERMIN

SINGAPORE 1336

FOR

M/S. ALLEN & GLEDHILL

DECEMBER 1981

1.00 TERMS OF REFERENCE

20

Our instructions from M/s. Allen & Gledhill of  
2401, OCBC Centre, Singapore 0104, are to  
assess the fair market value/s of the above-  
captioned properties on the following basis:-

(A) the market value of the vacant land, known  
as Lots 184-204 to 184-208 (inclusive) MK.  
24, as at March 1967:-

- i) with planning permission to erect ten  
2-storey semi-detached houses,
- ii) without such planning permission.

30

(B) the market value of each of the 10 semi-  
detached houses erected on the subject  
land together with their individual plots  
of land with vacant possession as at:-

- i) May 1967
- ii) December 1980
- iii) December 1981.

40

Pursuant to your instructions as per your letter  
dated 25th November 1981, we have inspected the  
premises and made the necessary searches and  
investigations. We are now pleased to present  
our report hereunder.



In the Court  
of Appeal of  
the Republic  
of Singapore  
No. 29  
Affidavit of  
Tan Kim Choon  
and exhibit  
thereto - 8th  
January 1982  
(cont'd)

2.00 LOCATION

The subject property comprises 5 pairs of 2-storey semi-detached houses situated along the south side of Jalan Jermin which is a cul-de-sac off Jalan Belangkas. Some 6½ km from the General Post Office, they can be reached via Jalan Belangkas which leads off MacPherson Road.

The neighbourhood is generally residential in character with sporadic pockets of industrial developments. The latter comprise semi-permanent structures mainly used as scrap metal workshops and crane repair yards.

10

Surrounding residential developments are predominantly 2-storey semi-detached houses with some detached and terrace units. Nearby housing estates include Happy Gardens to the west, MacPherson Homes Estate to the north-west and the HDB MacPherson Road Housing Estate to the south.

20

A number of schools as well as marketing and shopping facilities are located in close proximity. Public transport is available along the main roads, viz. Aljunied Road and MacPherson Road.

3.00 GENERAL DESCRIPTION

3.10 The Site

The 10 subject plots, mostly rectangular in configuration together form a regular-shaped site with a total frontage of about 80 meters onto Jalan Jermin and a return frontage of 35 metres onto Jalan Belangkas. Each plot is at road level and is enclosed by chain link fencing with a BRC entrance gate.

30

Plot size ranges from 296.6 sq.m. to 511.0 sq.m. averaging 356.8 sq.m. as follows:-

<u>Address</u>	<u>Legal Description</u>	<u>Site Area in sq.m.</u>
1, Jalan Jermin	Mk.24 Lot 3003	389.5
3, - do -	Mk.24 Lot 3002	334.1
5, - do -	Mk.24 Lot 3001	333.9
7, - do -	Mk.24 Lot 3000	331.8
9, - do -	Mk.24 Lot 2999	337.5
11, - do -	Mk.24 Lot 2998	334.6
15, - do -	Mk. 24 Lot 2997	322.6
17, - do -	Mk.24 Lot 2996	296.6
19, - do -	Mk.24 Lot 2995	376.7
21, - do -	Mk. 24 Lot 2994	511.0
		<u>3,568.3</u>
		=====

40

3.20 The Buildings

The buildings completed in April 1967, are constructed of reinforced concrete frame, gable tiled roofs, infill plastered brickwalls, concrete floors, timber/metal casement and adjustable louvre glass windows, timber framed glass panel folding entrance doors and plywood flush internal doors generally.

The accommodation within each unit comprises:-

10 Ground Floor:

Living/dining area, kitchen, toilet, utility room and car porch.

First Floor:

Family hall, 3 bedrooms, bathroom and a balcony.

A few units are fitted with awnings over the rear yard providing a covered terrace or utility area.

The approximate built-in area of a typical unit is 134.4 sq.m. excluding the car porch and balcony.

20 The floor is mosaic tiled throughout except in the last 2 units i.e. Nos. 19 and 21, Jalan Jermin where the floors are cement screeded.

Walls are generally emulsion painted with half-height glazed tiles in the bathrooms and kitchen.

The ceiling over the first floor is of asbestos cement boards.

At the time of inspection, the subject buildings were in a fair state of repair with one or two exceptions which were in a fairly good condition.

30 4.00 SERVICES

PUB and TAS services are connected.

5.00 TITLE & TENURE

The subject plots are held under separate freehold titles currently registered in favour of Choo Kok Beng.

We understand that 8 of the units are currently tenanted.

6.00 MASTER PLAN ZONING

40 According to Town Map Sheet No. 4/718 of the latest Statutory Master Plan, the subject property lies in a Residential Zone where the maximum density is 370 persons per hectare.

In the Court of Appeal of the Republic of Singapore

No. 29  
Affidavit of  
Tan Kim Choon  
and Exhibit  
thereto - 8th  
January 1982  
(cont'd)

7.00 BASIS OF VALUATION

In our assessment, we have adopted the Comparison Approach whereby the market value of the subject property is arrived at by reference to comparable sales of similar properties in the vicinity around the relevant dates.

The schedule of sales evidence around 1967 is as per Appendix I whilst Appendix II & III shows a list of sales transactions of comparable properties around end of 1980 and 1981 respectively. 10

In arriving at our valuation, regard is given to the orientation, size, age, design and decorative condition of each unit, as well as the location, shape, size and countour of the subject property as a whole.

8.00 VALUATION

In view of the foregoing, we are of the opinion that the fair market values of the subject property as at the respective dates are as follows:- 20

(A) VACANT LAND VALUE AS AT 1967

As at 1967, our valuation of the subject land is made on the following assumptions:-

- (a) The subject land was vacant in 1967.
- (b) Before construction commenced in 1967 the subject land comprised the following lots.

<u>Lot No.</u>	<u>Area</u>	
184-204	9751 sq. ft.	
184-205	7200	30
184-206	7200	
184-207	7450	
184-208	<u>7500</u>	

Total 39101 sq. ft.

(3632.6 sq.m.)

- (i) The subject property is valued as one parcel before subdivision but with written permission under the Planning Act for development of ten two storey semi-detached houses. 40

On this basis we value the subject property at S\$117,000 (i.e. 3632.6 sq.m. @ \$32.21 psm).

(ii) The subject property is valued as 5 individual detached house plots without planning permission for development into semi-detached houses. We assess the subject property, on this basis at S\$78,000 (i.e. 3632.6 sq.m. @ \$21.47 psm).

In the Court of Appeal of the Republic of Singapore  
 No. 29  
 Affidavit of Tan Kim Choon and Exhibit thereto - 8th January 1982  
 (cont'd)

(B) Value of Land and Buildings

	Estimated Value (\$) as at <u>May 1967</u>	Estimated Value (\$) as at <u>Dec.1980</u>	Estimated Value (\$) as at <u>Dec.1981</u>
10 (1) No.1, Jalan Jermin (Lot 3003, MK.24)	45,000	275,000	450,000
(2) No.3, Jalan Jermin (Lot 3002, MK.24)	40,000	240,000	400,000
(3) No. 5, Jalan Jermin (Lot 3001, MK.24)	40,000	240,000	400,000
20 (4) No.7, Jalan Jermin (Lot 3000, MK.24)	40,000	240,000	400,000
(5) No.9, Jalan Jermin (Lot 299, MK.24)	40,000	240,000	400,000
(6) No.11, Jalan Jermin (Lot 2998, MK.24)	40,000	240,000	400,000
(7) No.15, Jalan Jermin (Lot 2997, MK.24)	40,000	230,000	395,000
(8) No.17, Jalan Jermin (Lot 2996, MK.24)	35,000	220,000	380,000
30 (9) No.19, Jalan Jermin (Lot 2995, MK.24)	42,000	240,000	400,000
(10) No.21, Jalan Jermin (Lot 2994, MK.24)	43,000	270,000	450,000
Total Market Value	S\$405,000	S\$2,435,000	S\$4,075,000
	=====	=====	=====

Sgd. Illegible

COLLIER GOH & TAN

Ref: SP/V.1445/81  
 Date: 1st December 1981

JY/TKC/cc

APPENDIX I

Evidence of Sales

<u>Property</u>	<u>Area (sq.m.)</u>	<u>Consideration</u>	<u>Date</u>	<u>Price per sq.m. (psf)</u>
<u>A. Land</u>				
1. Paya Lebar Crescent Lot 41-24, MK. 24.	1766.1	\$53,228	9.5.67	30.14 (2.80)
2. Lorong Gambir/ Bartley Road, Lot 3085, MK.24.	927.1	\$25,000	18.12.68	26.97 (2.51)
<u>B. 2-storey semi-detached houses</u>				
1. 18 Happy Avenue East, Lot 631, MK.24	359.5	\$40,000	10.7.67	111.27 (10.34)
2. 21 Happy Avenue Central Lot 648, MK.24	395.5	\$47,000	28.11.67	130.74 (12.15)
3. 20 Happy Avenue East, Lot 632, MK.24	359.5	\$35,000	5.9.67	97.36 (9.04)
4. 38, Jalan Belangkas Lot 2673, MK.24	348.5	\$40,000	20.3.68	114.78 (10.66)
5. 12, Happy Avenue Central Lot 628, MK.24	359.5	\$39,000	23.5.68	108.48 (10.08)
6. 30 Jalan Belangkas Lot 2669, MK. 24	348.4	\$46,000	5.9.68	132.03 (13.27)

Evidence of Sales

<u>Property</u>	<u>Area (sq.m.)</u>	<u>Consideration</u>	<u>Date</u>	<u>Remarks</u>
1. 24, Jalan Belangkas Lot 2681, MK.24	348.1	\$241,500	20.9.80	2-storey semi- detached house \$693.77 psm (\$64.45 psf)
2. 7, Happy Avenue Central - Lot 642, MK.24	359.5	\$265,000	16.3.81	2-storey semi- detached house \$737.13 psm (\$68.48 psf)
3. 47 Butterfly Avenue, Lot 734, MK. 24	318.8	\$260,000	29.8.80	2-storey semi- detached house \$815.56 psm (75.77 psf).
4. 29, Jalan Chengkek Lot 5468, MK.24	249.0	\$165,000	30.12.80	2-storey inter- mediate terrace house. \$662.65 psm (61.56 psf).

119.

In the Court  
of Appeal of  
the Republic  
of Singapore  
No. 29  
Affidavit of  
Tan Kim Choon  
and exhibit  
thereto - 8th  
January 1982  
(cont'd)

APPENDIX III

Evidence of Recent Sales

<u>Property</u>	<u>Area (sq.m.)</u>	<u>Consideration</u>	<u>Date</u>	<u>Remarks</u>
1. 7 Happy Avenue, Central Lot 642, MK. 24	359.5	\$491,000	7.10.81	2-storey semi-detached house - newly renovated. \$1365.79 psm (\$126.89 psf)
2. 47 Jalan Kemboja Lot 1190, MK. 24	272.8	\$405,000	30.9.81	2-storey corner terrace house in original condition. \$1484.60 psm (\$137.92 psf)
3. 10, Happy Avenue Central Lot 657, MK. 24	376.2	\$450,000	7.10.81	2-storey semi-detached house - unimproved condition \$1196.17 psm (\$111.11 psf)
4. 80, Jalan Chengkek Lot 184-92 MK. 24	245.0	\$320,000	10.11.81	2-storey intermediate terrace house - fair condition. \$1306.12 psm (\$121.13 psf)

LIMITING CONDITIONS

In the Court  
of Appeal of  
the Republic  
of Singapore

1. Values are reported in Singapore currency.
2. Whilst we have made investigations into the title of the property as recorded by the Land Title Registry or Registry of Deeds, we are unable to accept responsibility for its validity or for any liability against the property which were recorded subsequent to date of our search.
3. We have assumed in our valuation that the property as currently used is not in contravention of any planning or similar regulations or otherwise stated.
4. Neither the whole nor any part of this valuation and report or any reference to it may be included in any published document, circular or statement nor published in any way without our prior written approval of the form and context in which it may appear.
5. Where it is stated in the report that information has been supplied to us by another party, this information is believed to be reliable but we can accept no responsibility if this should prove otherwise. Where information is given without being attributed directly to another party, this information has been obtained by our own search of records and examination of documents or by enquiry from Government or other appropriate departments.
6. In accordance with our standard practice, we must state that this valuation report is limited to the client to whom the report is addressed and to that client and that specific purpose only. We disclaim all responsibilities and will accept no liability to any other party.
7. No structural survey has been made, but in the course of our inspection, we did not note any serious defects. We are however, not able to report that the property is free of rot, infestation or any other defect.

No. 29  
Affidavit of  
Tan Kim Choon  
and exhibit  
thereto - 8th  
January 1982  
(cont'd)



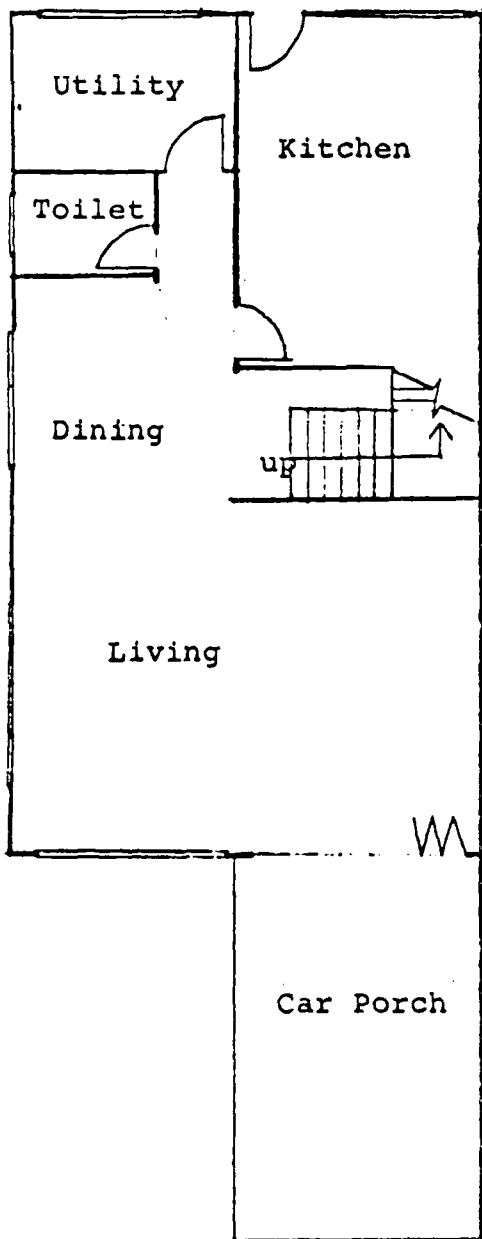


SITE PLAN

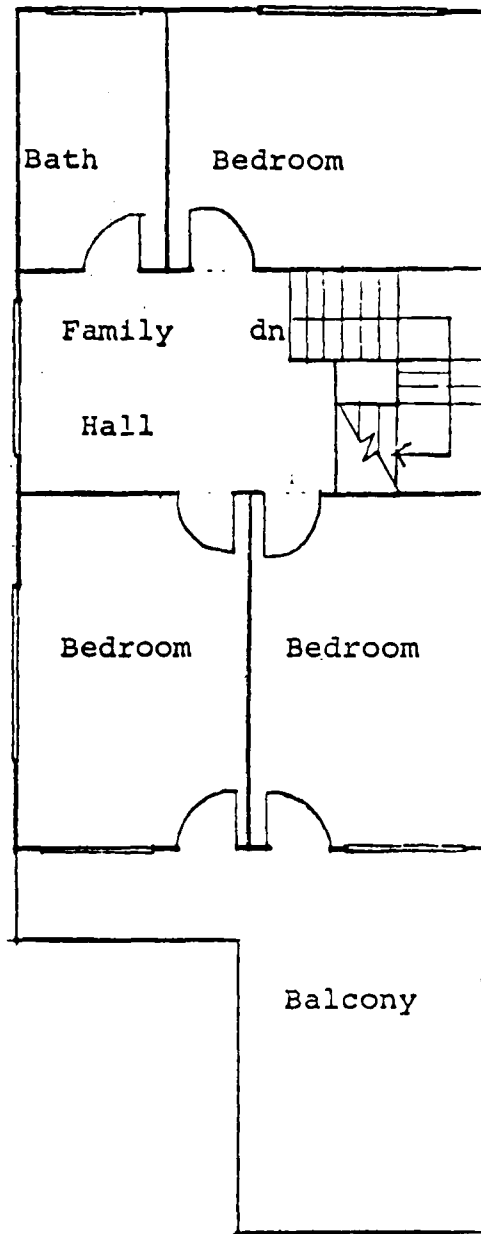
In the Court of Appeal  
of the Republic of Singapore

No.29

Affidavit of Tan Kim Choon  
and Exhibit thereto - 8th  
January 1982 (Contd.)



GROUND FLOOR



FIRST FLOOR

TYPICAL FLOOR PLANS  
OF 2-STOREY SEMI-DETACHED HOUSES  
AT NOS.1,3,5,7,9,11,15,17,19 and 21,  
JALAN JERMIN, SINGAPORE 1336

SCALE:- 1:100

121B.

In the Court  
of Appeal of  
the Republic  
of Singapore

No. 30

Affidavit of Lo Kok Siong and exhibits  
thereto - 30th January, 1982

No. 30  
Affidavit of  
Lo Kok Siong  
and exhibits  
thereto - 30th  
January 1982

IN THE COURT OF APPEAL OF THE REPUBLIC OF SINGAPORE

Civil Appeal No. 113 of 1980

Between

1. CHOO KOK HOE
  2. CHOO CHENG CHEW & CHOO KOK  
HOE as Administrators of the  
Estate of CHOO KOK LEONG, 10  
Deceased
  3. HENRY CHENG CHEW CHOO Appellants
- And
- CHOO KOK BENG Respondent

In the matter of Suit No. 2824 of 1972

Between

- CHOO KOK BENG Plaintiff
- And
1. CHOO KOK HOE
  2. CHOO KOH ENG 20
  3. CHOO CHENG CHEW & CHOO KOK HOE  
as Administrators of the Estate  
of CHOO KOK LEONG, Deceased
  4. CHOO ENG HAI
  5. HENRY CHENG CHEW CHOO
  6. LEE & LEE (sued as a firm) Defendants

A F F I D A V I T

I, LO KOK SIONG Of No; 6 Canterbury Road,  
Singapore 0511, an advocate and solicitor do  
solemnly and sincerely affirm and say as follows:- 30

1. I am a partner of M/s Allen & Gledhill,  
Singapore, the Solicitors for the abovenamed 1st, 3rd  
and 5th Defendants in Suit No. 2824 of 1972.

2. I have had charge and conduct of the 1st, 3rd  
and 5th Defendants' Defence and Counterclaim in the  
said action and at the hearing of the said action  
before the learned trial Judge I appeared as Counsel  
for the said Defendants. I am authorised to make  
this affidavit on behalf of the said 1st, 3rd and 5th  
Defendants and I do so to the best of my recollection 40  
knowledge and belief.

3. At the conclusion of the trial on the 2nd day of April 1980, the learned trial Judge reserved judgment saying that he would be making "a workable proposal" and if the parties could not agree, he would then give judgment.

In the Court  
of Appeal of  
the Republic  
of Singapore

No. 30  
Affidavit of  
Lo Kok Siong  
and exhibits  
thereto - 30th  
January 1982  
(cont'd)

10 4. On the 23rd day of April 1980, the learned trial Judge made his findings of fact in open court and thereafter invited counsel for all parties into his chambers where he requested them to see if an amicable settlement among the parties could be reached.

20 5. The case was restored for hearing on the 13th day of October 1980. Counsel for the parties were requested by the learned Judge to appear in his chambers. The learned Judge enquired if an amicable settlement had been reached. When informed that no settlement had been reached although some attempts at negotiations did take place, the learned Judge asked Counsel to make it known to their respective clients that if they could not settle this family dispute among themselves, he would have to do so for them and pass judgment. He then adjourned further hearing to a date to be fixed by the Registrar.

30 6. The case was restored for hearing on the 29th day of October 1980. Mr L.A.J. Smith replaced Mr Kirpal Singh as Counsel for the Plaintiff. Counsel were again invited by the learned Judge to attend him in chambers. The learned Judge inquired if amicable settlement had been reached and was told that none could be reached. The learned Judge then said he doubted if he had jurisdiction to decide the case since he accepted neither the Plaintiff's nor the Defendants' case. Counsel for both the Plaintiff and the Defendants submitted that the Court could do so relying on its inherent jurisdiction and made reference to a line of authorities dealing with equitable interests arising in similar circumstances. For my part, I further said that the Court could act on certain undisputed facts viz that upon completion of the 10 semi-detached houses, the Plaintiff took 2 units, the 1st Defendant 4 units, the 2nd Defendant 2 units and the 3rd Defendants also 2 units. I said that the Court could recognise this division of houses as indicative of a consensus of views among the parties at the time, as to their respective interests in the property and give effect to it by way of equitable relief. The learned Judge appeared receptive to my submission and requested us to look into the question of jurisdiction and see if there were any authorities on the point. He then adjourned further hearing to a date to be fixed by the Registrar.

50 7. The case was restored for hearing on the 14th

In the Court  
of Appeal of  
the Republic  
of Singapore

No. 30  
Affidavit of  
Lo Kok Siong  
and exhibits  
thereto - 30th  
January 1982  
(cont'd)

day of November 1980. It was heard in open court. At the outset of the hearing the learned Judge made it known to Counsel that he was not disposed to proceed unless authorities could be shown to him showing that he had jurisdiction to decide the case on an equitable basis. I then cited Section 3 of the Civil Law Act to the learned Judge who appeared satisfied and called for Counsels' submissions on the question of the equitable interests. I repeated my submission made previously in chambers that there should be a division of properties and endeavoured to elaborate on the point. The learned Judge by his attitude indicated that he did not wish to hear further argument from me. He appeared to have made up his mind. After hearing Counsel for the 2nd and 4th Defendants the learned Judge made the following order and invited Counsel to put out a draft order for him to settle in chambers:-

10

"Quite clearly the Plaintiff cannot be allowed to have the property in the way in which it now stands. The 1st and 3rd Defendants have expended large sums of money on the development of this property.

20

I direct that this matter be remitted to the Registrar for him to go into the question of the actual sums of money spent on developing the property and for him to take an account of all income and outgoings on the developed properties and charges on account struck on the sums found owing to the 1st and 3rd Defendants by the Plaintiff and that such amount be charged on the property."

30

8. After the hearing, Mr L.A.J. Smith put out a draft order (a true copy of which is annexed hereto and marked "A"). Being unable to accept Mr Smith's draft order, I also put out a draft order. Counsel then appeared before the learned Judge in his chambers to settle the draft order. The learned Judge said he preferred my draft and approved it after making 2 amendments thereto. Annexed hereto and marked "B" is a true copy of the draft order approved as amended by the learned Judge.

40

9. I would respectfully suggest that the additional evidence which the 1st, 3rd and 5th Defendants now seek leave to adduce could not have been obtained with reasonable diligence at the trial for the following reasons:-

(i) such evidence was not relevant at the trial and did not become relevant before the 23rd April 1980 when the learned Judge made his findings of fact.

50

(ii) up until the 29th October 1980, the learned Judge was trying to achieve a settlement and at that date seemed receptive to my submission proposing a division of the houses.

In the Court of Appeal of the Republic of Singapore

(iii) such evidence was not relevant until the learned Judge finally decided to assume jurisdiction under Section 3 of the Civil Law Act and this was not until the 14th November 1980 on which day he heard Counsels' submissions in respect of the equitable interests.

No. 30  
Affidavit of Lo Kok Siong and exhibits thereto - 30th January 1982  
(cont'd)

10

AFFIRMED AT SINGAPORE )  
on this 30th day of ) Sd. Lo Kok Siong  
January, 1982 )

Before me,

Sd. Keh Kee Guan

A COMMISSIONER FOR OATHS

20

This Affidavit is filed on behalf of the 1st, 3rd and 5th Defendants.

\_\_\_\_\_

This is the exhibit marked "A" referred to in the affidavit of Lo Kok Siong affirmed on this 30th day of Jan 1982.

Before me,

Sd. Keh Kee Guan  
A Commissioner for oaths.

DRAFT FOR APPROVAL.

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

SUIT NO. 2824 of 1972

30

Between

CHOO KOK BENG PLAINIFF

And

- |                                 |                               |
|---------------------------------|-------------------------------|
| <u>L.A.J. SMITH</u>             | 1. CHOO KOK HOE               |
|                                 | 2. CHOO KOH ENG               |
| <u>ALLEN &amp; GLEDHILL</u>     | 3. CHOO CHENG CHEW & CHOO     |
|                                 | KOK HOE as Administrators     |
|                                 | of the Estate of CHOO KOK     |
| <u>J.B.JEYARETNAM &amp; CO.</u> | LEONG, Deceased               |
|                                 | 4. CHOO ENG HAI               |
|                                 | 5. HENRY CHENG CHEW CHOO      |
|                                 | 6. LEE & LEE (sued as a firm) |

DEFENDANTS

40

In the Court  
of Appeal of  
the Republic  
of Singapore

No. 30  
Affidavit of  
Lo Kok Siong  
and exhibits  
thereto - 30th  
January 1982  
(cont'd)

J U D G M E N T

THE 5TH DAY OF DECEMBER, 1980

THIS ACTION having been tried before The Honourable Mr. Justice A.P. Rajah on the 17th, 18th, 19th, 20th and 21st days of March 1980 and on the 28th day of November, 1980 in the presence of Counsel for the Plaintiffs and for the Defendants.

THIS COURT DOTH ORDER that the said action should stand for judgment and this action standing for judgment this day IT IS ADJUDGED THAT the Plaintiff is the legal and absolute owner

of the said land and premises known as Nos: 1; 3; 5; 7; 9; 11; 15; 17; 19 and 21 Jalan Jermin, Singapore and entitled to the title deeds in relation thereto AND THAT the First and Second Defendants did expend in the construction of the buildings erected thereon the sum of \$

and that the said First and Second Defendants do by virtue thereof have an equitable interest in the said land and premises which is quantified at \$

AND IT IS ORDERED that the land and premises known as Nos: 1; 3; 5; 7; 9; 11; 15; 17; 19 and 21 Jalan Jermin, Singapore, do stand charged with the payment of the said sum of \$ by the Plaintiff to

the First and Second Defendants and on payment thereof the First, Second, Third, Fourth & Fifth Defendants do deliver up vacant possession of the said land and premises to the Plaintiff free of all equities AND IT IS FURTHER ORDERED that the

Registrar do take an account of all rents and/or profits received or accrued due to the First, Second, Third, Fourth and Fifth Defendants issuing out of the said land and premises and all outgoings and expenses paid by the First, Second, Third, Fourth and Fifth Defendants relating thereto and payment to the Plaintiff of such sum as may be found due to the Plaintiff upon such account being taken AND IT IS LASTLY ORDERED that there be no order as to costs.

ASST. REGISTRAR

Entered this                      day of December, 1980 in  
Volume:                      Page:                      No:

10

20

30

40

This is the exhibit marked "B" referred to in the affidavit of Lo Kok Siong affirmed on the 30th day of Jan 1982,

Before me,  
Sd. Keh Kee Guan  
A Commissioner for oaths.

In the Court  
of Appeal of  
the Republic  
of Singapore

No. 30  
Affidavit of  
Lo Kok Siong  
and exhibits  
thereto - 30th  
January 1982  
(cont'd)

DRAFT FOR APPROVAL

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Suit No. 2824 of 1972

10

Between

L.A.J. SMITH

CHOO KOK BENG

Plaintiff

ALLEN & GLEDHILL

And

J.B. JEYARETNAM & CO.

1. CHOO KOK HOE
2. CHOO KOH ENG
3. CHOO CHENG CHEW & CHOO  
KOK HOE as Administrators  
of the Estate of CHOO KOK  
LEONG, Deceased
4. CHOO ENG HAI
5. HENRY CHENG CHEW CHOO
6. LEE & LEE  
(sued as a firm) Defendants

20

J U D G M E N T

THE 5TH DAY OF DECEMBER, 1980

THIS ACTION coming on for trial before The Honourable Mr Justice A.P. Rajah on the 17th, 18th, 19th, 20th, 21st days of March 1980 and on the 1st and 2nd day of April 1980 AND UPON reading the pleadings delivered in this action and UPON HEARING the evidence of the witnesses and what was alleged by Counsel for the abovenamed Plaintiff and Counsel for the abovenamed 1st, 3rd and 5th Defendants and Counsel for the abovenamed 2nd and 4th Defendants.

30

THIS COURT DID ORDER that the said action stand for judgment and the action standing for judgment on the 23rd day of April 1980 THIS COURT DID DECLARE as follows:-

1. That the 2nd defendant had acted on behalf of the plaintiff in the purchase of the said Jalan Jermin Road land and that the Plaintiff paid the purchase price therefor out of his own funds.
2. That the title deeds to the immovable property at Jalan Jermin Road marked on the Government Resurvey Map as Lots 2994, 2995, 2996, 2997,

40



In the Court  
of Appeal of  
the Republic  
of Singapore

No. 30  
Affidavit of  
Lo Kok Siong  
and exhibits  
thereto - 30th  
January 1982  
(cont'd)

2998, 2999, 3000, 3001, 3002, 3003 of Mk.  
XXIV, the subject matter of this action had  
been in the possession of the Plaintiff and  
that he had handed them to the 1st defendant  
for purposes of applying for separate Cert-  
ificates of Title for each of the said Govern-  
ment Resurvey lots.

3. That the plaintiff had not lent to the 2nd  
defendant \$200,000/- as alleged by him or any  
part thereof and had not requested repayment  
thereof as alleged in paragraph 3 of the S/C. 10
4. That the said land at Jalan Jermin Road was  
developed by and the development paid for by  
the partnership in which the 1st and 3rd  
defendants were equal partners.
5. That the said development took place with the  
knowledge and consent of the plaintiff.
6. That there was no such agreement as alleged in  
paragraph 4 of the S.C between the plaintiff  
and the 1st, 2nd and 3rd defendants. 20

AND THIS COURT DID ORDER that the action stand  
adjourned to enable the parties to consider their  
respective positions in the light of the said  
declarations. AND THIS ACTION coming for further  
hearing on the 29th day of November 1980 in the  
presence of Counsel as aforesaid.

THIS COURT DOTH FURTHER DECLARE that the 1st  
and 3rd Defendants are entitled to an equitable  
interest in the said land and premises known as Nos.  
1, 3, 5, 7, 9, 11, 15, 17, 19 and 21 Jalan Jermin,  
Singapore arising by virtue of the expenditure of  
moneys by them on the development of the said land  
and premises and subsequently on improvements of a  
capital nature together with interest thereon. 30

AND THIS COURT DOTH ORDER (1) that the said  
land and premises do stand charged with the repayment  
to the 1st and 3rd defendants of all moneys expended  
by them as aforesaid in respect of the said land and  
premises. (2) that this action be remitted to the  
Registrar for an enquiry as to the amount of money  
expended by the 1st and 3rd Defendants as aforesaid  
and for an account of all income and expenditures  
arising from and in respect of all the said land  
and premises. And as to the proper rate or rates  
of interests prevailing during the period since the  
original expenditure up to the present date. (3)  
that the capital amount of the charge aforesaid  
shall be the amount found due upon the said enquiry  
and account. 40

AND THIS COURT DOTH reserve judgment on the question of interest payable by the plaintiff to the 1st and 3rd Defendants as aforesaid. AND THIS COURT DOTH make no order as to costs and DOTH ORDER that all parties be at liberty to apply herein.

ASST. REGISTRAR

Entered this            day of December 1980 in  
Volume :            Page:            No:

In the Court  
of Appeal of  
the Republic  
of Singapore

No. 30  
Affidavit of  
Lo Kok Siong  
and exhibits  
thereto - 30th  
January 1982  
(cont'd)

In the Court  
of Appeal of  
the Republic  
of Singapore

No. 31

Order - 17th February 1982

No. 31  
Order - 17th  
February 1982

IN THE COURT OF APPEAL OF THE REPUBLIC OF SINGAPORE

Civil Appeal No.113 of 1980      Civil Appeal No.1 of 1981

Between

Between

1. CHOO KOK HOE
2. CHOO CHENG CHEW & CHOO  
KOK HOE as Administra-  
tors of the Estate of  
CHOO KOK LEONG, Dec'd
3. HENRY CHENG CHEW CHOO

1. CHOO KOH ENG
2. CHOO ENG HAI

Appellants

And

CHOO KOK BENG

Respondent

CHOO KOK BENG

Respondent

10

In the matter of Suit No. 2824 of 1972

Between

CHOO KOK BENG

Plaintiff

And

1. CHOO KOK HOE
  2. CHOO KOH ENG
  3. CHOO CHENG CHEW & CHOO KOK  
HOE as Administrators of  
the Estate of CHOO KOK LEONG,  
Deceased
  4. CHOO ENG HAI
  5. HENRY CHENG CHEW CHOO
  6. LEE & LEE (sued as a firm)
- L.S. Defendants

20

ORDER OF THE COURT OF APPEAL

BEFORE THE HONOURABLE CHIEF JUSTICE WEE CHONG JIN  
THE HONOURABLE MR JUSTICE F.A. CHUA AND THE  
HONOURABLE MR JUSTICE T.S. SINNATHURAY

30

IN OPEN COURT

The 17th day of February 1982.

UPON HEARING THE AMENDED PETITION made unto  
this Court by the abovenamed 1st, 3rd and 5th  
Defendants and the Petition of the 2nd and 4th  
Defendants by way of appeal in Civil Appeals No.  
113 of 1980 and No. 1 of 1981 from the Judgment of  
Mr Justice A.P. Rajah dated 5th day of December 1980  
AND UPON HEARING Counsel for the 1st, 3rd and 5th

40

Defendants and for the 2nd and 4th Defendants and Counsel for the Plaintiff AND UPON READING the said Judgment dated the 5th day of December, 1980 and the affidavit of Tan Kim Choon sworn herein on the 8th day of January 1982

In the Court of Appeal of the Republic of Singapore

No. 31  
Order - 17th  
February 1982  
(cont'd)

10            THIS COURT DOETH ORDER that the said appeals be allowed and that the said Judgment of the Honourable Mr Justice A.P. Rajah dated the 5th day of December 1980 in so far as it decides for the said Plaintiff that (1) the 1st Defendant had acted on behalf of the Plaintiff in the purchase of the land at Jalan Jermin and marked on the Government Resurvey Map as Lots 2994, 2995, 2996, 2997, 2998, 2999, 3000, 3001, 3002 and 3003 of Mukim XXIV and that the Plaintiff has paid the purchase price there-  
20            for out of his own funds (2) the title deeds to the said land at Jalan Jermin had been in the possession of the Plaintiff and that he had handed them to the 1st Defendant for the purpose of applying for separate certificates of Title for each of the said lots on the said land (3) the 1st and 3rd Defendants are entitled to no greater interest in the said land and the premises erected thereon and known as Nos. 1, 3, 5, 7, 9, 11, 15, 17, 19 and 21 Jalan Jermin, Singapore, than the equitable interest mentioned in the said judgment (4) there be no Order on costs, be set aside.

30            AND IT IS HEREBY ORDERED AND DECLARED that the 1st and 3rd Defendants are the beneficial owners of the land now known as Lots 2994, 2995, 2996, 2997, 2998, 2999, 3000, 3001, 3002 and 3003 of Mukim XXIV in the District of Kallang being part of land comprised in Grants 80, 162, 193 and Grant in fee simple No. 527 or some or one of them together with the houses erected thereon and known as Nos. 1, 3, 5, 7, 9, 11, 15, 17, 19 and 21 Jalan Jermin, Singapore.

40            AND IT IS FURTHER ORDERED that the Title Deeds of and relating to the aforesaid land and houses, lodged in the High Court pending the hearing of this action and now in the custody of the Registrar of the High Court be forthwith released to the 1st and 3rd Defendants.

AND IT IS FURTHER ORDERED that the Plaintiff do forthwith all things necessary to vest the legal title in the aforesaid land and houses on the 1st and 3rd Defendants.

50            AND IT IS FURTHER ORDERED BY CONSENT of the 1st and 3rd Defendants that upon the aforesaid land and houses being registered in their names under the provisions of the Land Titles Act and upon separate

In the Court  
of Appeal of  
the Republic  
of Singapore

No. 31  
Order - 17th  
February 1982  
(cont'd)

Certificates of Title being issued in respect of each sub-divided lot of the aforesaid land and the said houses erected thereon and upon the Plaintiff agreeing to and paying 20% of all costs, expenses and disbursements incurred thereby including the transfers hereinafter mentioned, the 1st and 3rd Defendants shall effect valid transfers of the aforesaid Lots 2994 and 2995 of Mukim XXIV together with the houses erected thereon known as Nos. 21 and 19 Jalan Jermin, Singapore respectively in favour of the Plaintiff.

10

AND IT IS FURTHER ORDERED BY CONSENT that the 1st and 3rd Defendants shall at the same time effect valid transfers of

- (i) the aforesaid Lots 2998 and 2999 of Mukim XXIV together with the houses erected thereon known as Nos. 11 and 9, Jalan Jermin, Singapore in favour of the 2nd and 4th Defendants respectively upon the 2nd and 4th Defendants agreeing to and paying for the costs expenses and disbursements therefor. 20
- (ii) the aforesaid Lots 3003, 3002, 2997, 2996 of Mukim XXIV together with the houses erected thereon known as 1, 3, 15, 17 Jalan Jermin, Singapore respectively in favour of the 1st Defendant, upon the 1st Defendant paying for the costs expenses and disbursements therefor.
- (iii) the aforesaid Lots 3001 and 3000 of Mukim XXIV together with the houses erected thereon known as 5 and 7, Jalan Jermin, Singapore respectively in favour of the 3rd Defendants upon the 3rd Defendants paying the costs, expenses and disbursements therefor. 30

AND IT IS FURTHER ORDERED that there be liberty to all parties to apply.

AND IT IS ALSO ORDERED that the Plaintiff do pay to the 1st, 3rd and 5th Defendants in Civil Appeal No. 113 of 1980 and to the 2nd and 4th Defendants in Civil Appeal No. 1 of 1981, their costs incurred by the appeals and their costs of the action in the Court below, such costs to be taxed forthwith. 40

AND IT IS FINALLY ORDERED that the security for costs deposited by the Appellants be paid out to their respective solicitors.

Dated the 17th day of February 1982.

Sd. Yap Chea Leong  
ASST. REGISTRAR

No.32

Grounds of Decision - 23rd July 1982

In the Court  
of Appeal of  
the Republic  
of Singapore

IN THE COURT OF APPEAL OF THE REPUBLIC OF SINGAPORE

CIVIL APPEAL NO. 113 OF 1980

No. 32  
Grounds of  
Decision  
23rd July  
1982

Between

1. Choo Kok Hoe  
2. Choo Cheng Chew &  
Choo Kok Hoe as Administrators  
of the Estate of Choo Kok Leong, Dec'd  
10 3. Henry Cheng Chew Choo Appellants

And

Choo Kok Beng Respondent

CIVIL APPEAL NO. 1 OF 1981

Between

1. Choo Kok Eng  
2. Choo Eng Hai Appellants

And

Choo Kok Beng Respondent

(In the Matter of Suit No. 2824 of 1972

20 Between

Choo Kok Beng Plaintiff

And

1. Choo Kok Hoe  
2. Choo Kok Eng  
3. Choo Cheng Chew & Choo  
Kok Hoe as Administrators  
of the Estate of Choo  
Kok Leong, Dec'd  
30 4. Choo Eng Hai  
5. Henry Cheng Chew Choo  
6. Lee & Lee (sued as a firm) Defendants).

Coram: Wee Chong Jin, C.J.  
T.S. Sinnathuray, J.  
F.A. Chua, J.

JUDGMENT

These appeals arose out of a dispute involving four brothers over the beneficial ownership of ten semi-detached dwelling houses known as Nos. 1, 3, 5, 7, 9, 11, 15, 17, 19 and 21 Jalan Jermin, Singapore.

In the Court  
of Appeal of  
the Republic  
of Singapore

No. 32  
Grounds of  
Decision  
23rd July  
1982  
(cont'd)

These ten houses were built and completed in 1967 on five pieces of vacant land known as Lots 184-204, 184-205, 184-206, 184-207 and 184-208 Mukim XXIV (hereinafter referred to as "the disputed land"). The four brothers in order of seniority are Choo Kok Eng, Choo Kok Leong, Choo Kok Hoe and Choo Kok Beng. Choo Kok Eng has two sons named Choo Eng Hai and Henry Cheng Chew Choo who are also involved in this dispute.

Choo Kok Beng, the youngest of the four brothers, is the plaintiff in these proceedings in which the defendants originally were Choo Kok Hoe, Choo Kok Eng, Choo Kok Leong, Choo Eng Hai, Henry Cheng Chew Choo and Lee & Lee (sued as a firm) who were named as 1st, 2nd, 3rd, 4th, 5th and 6th defendants respectively. Before the action came to trial the action against the 6th defendant, Lee & Lee, was withdrawn and the 3rd defendant Choo Kok Leong had died. In his place Choo Cheng Chew and Choo Kok Hoe as the administrators of the estate of Choo Kok Leong deceased were substituted.

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The disputed land was purchased at an auction held in February 1954. Choo Kok Hoe (the first appellant in Civil Appeal No. 113 of 1980) attended this auction at which he was the successful bidder for the disputed land and two other pieces of vacant land known as Lot 184-215 and Lot 184-216 of Mukim XXIV. His successful bid was \$17,792.00. At the auction he paid, using a cheque on his personal bank account, the deposit of 25% of the purchase price and in March 1954 he paid the balance of the purchase price, again using a cheque on his bank account, as well as the conveyancing and other expenses.

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The disputed land (Lots 184-204 to 208) was conveyed and registered in the name of Choo Kok Beng (the respondent in both appeals) but Lots 184-215 and 184-216 were conveyed in the name of Choo Kok Hoe who subsequently sold them at a profit. Sometime after its purchase the disputed land was let as vacant land at a rent of \$150/- per month until the year 1964. Choo Kok Hoe received all rents paid and he paid the assessments or property tax payable in respect of the disputed land.

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In July 1963 Choo Kok Hoe instructed a firm of architects to seek planning approval for the amalgamation and subdivision and the erection of one semi-detached dwelling house on each of the proposed ten subdivided lots in respect of the disputed land and planning approval was eventually granted. In May 1967 the ten semi-detached dwelling houses were completed at the total cost (excluding

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the cost of the land) of \$203,000/- which was paid by Choo Kok Hoe and Choo Kok Leong out of monies of a building construction firm of which they were the partners.

In the Court  
of Appeal of  
the Republic  
of Singapore

10 After completion in May 1967 these ten semi-detached dwelling houses were numbered 1, 3, 5, 7, 9, 11, 15, 17, 19 and 21 Jalan Jermin, Singapore. Choo Kok Hoe took possession of Nos. 1, 3, 15 and 17, Jalan Jermin, Choo Kok Eng took possession of Nos. 9 and 11 Jalan Jermin, Choo Kok Leong took possession of Nos. 5 and 7 Jalan Jermin, Choo Kok Beng took possession of Nos. 19 and 21 Jalan Jermin.

No. 32  
Grounds of  
Decision  
23rd July  
1982  
(cont'd)

20 Choo Kok Eng, the eldest of the four brothers, let No. 11 Jalan Jermin and permitted his son Choo Eng Hai (the 4th defendant in the action and the 2nd appellant in Civil Appeal No. 1 of 1981) to occupy No. 9 Jalan Jermin. Choo Kok Leong (the original 3rd defendant in this action) permitted Henry Cheng Chew Choo (the 5th defendant in this action and the 3rd appellant in Civil Appeal No. 113 of 1980) to occupy No. 7 Jalan Jermin.

30 In April or May 1968 Messrs. Lee & Lee (the original 6th defendant), a firm of solicitors, were given the title deeds of the disputed land by Choo Kok Hoe and were instructed to apply for the issue of separate titles under the Land Titles Act in respect of the ten subdivided Lots which are now known as Resurvey Lots 2994, 2995, 2996, 2997, 2998, 2999, 3000, 3001, 3002 and 3003 of Mukim XXIV. An application was duly made to the Registrar of Titles in November 1968 in the name of Choo Kok Beng who signed the application. In April 1969 the Registrar of Titles wrote to Messrs. Lee & Lee stating that qualified titles could be issued provided a Statutory Declaration of long possession is sworn because a title deed, being a conveyance registered in Volume 1107 No. 128, could not be produced for the Registrar's inspection as it was missing. Thereafter, differences having arisen between Choo Kok Beng and his brothers, the application for separate titles remained in abeyance and Messrs. Lee & Lee retained possession of the title deeds to the disputed land.

50 Although all the above-mentioned facts were never in dispute, Choo Kok Beng in December 1972 commenced the present action. He put forward two alternative claims. Primarily, he claimed that he was the beneficial as well as the legal owner of the disputed land and the houses built thereon. He alleged that Choo Kok Hoe purchased the disputed land at the auction on his behalf as his agent and that the purchase price was paid out of his own



In the Court  
of Appeal of  
the Republic  
of Singapore

No. 32  
Grounds of  
Decision  
23rd July  
1982  
(cont'd)

monies. He alleged that subsequently, on four occasions in June 1954, July 1956, August 1958 and September 1958 he lent Choo Kok Hoe \$50,000/- on each of those four occasions free of interest and repayable on demand. He alleged that in early 1962 he sought repayment as he wanted to develop the disputed land but because Choo Kok Hoe was unable to repay him, it was orally agreed that Choo Kok Hoe would undertake to construct on the disputed land ten semi-detached houses at the cost of \$187,000/- which would be set off against the debit of \$200,000/-, the balance of \$13,000/- to be repaid before the end of 1966. 10

Next, he alleged that in early 1966 he and his three brothers orally agreed that Choo Kok Hoe would exchange Choo Kok Hoe's own properties in Lincoln Road and Everton Road for four of the semi-detached houses in Jalan Jermin; that Choo Kok Eng would exchange Choo Kok Eng's property at No. 8 Norfolk Road for two of the semi-detached houses in Jalan Jermin; that Choo Kok Leong would exchange Choo Kok Leong's properties in Hindoo Road and Norris Road for two of the semi-detached houses in Jalan Jermin and lastly that they would execute all necessary transfers to effectuate the agreed exchanges when the Jalan Jermin development was completed sometime in 1968. 20

The next allegation was that he handed over possession, on completion of the Jalan Jermin development, of four semi-detached houses to Choo Kok Hoe and two houses each to Choo Kok Eng and Choo Kok Leong but his three brothers had failed to transfer their respective properties to him and in the premises he claimed specific performance of the 1966 oral agreement and other ancillary orders. 30

In the alternative Choo Kok Beng sought a declaration that he is the legal, beneficial and absolute owner of the disputed land and the houses erected thereon free from all interests whatsoever of all the defendants or any of them. 40

The defence put forward by his brothers and his two nephews was that the disputed land was purchased by Choo Kok Hoe for and on behalf of himself and his brother Choo Kok Leong and that with the consent of Choo Kok Beng the conveyance of the disputed land was made and registered in the name of Choo Kok Beng and that at all material times Choo Kok Hoe and Choo Kok Beng were the beneficial owners of the disputed land and the houses subsequently built thereon. The brothers of Choo Kok Beng denied entering into any oral agreements with Choo Kok Beng in respect of the disputed land 50

and the houses erected thereon. Choo Kok Hoe and Choo Kok Leong alleged that in 1964 they decided to build ten semi-detached houses on the disputed land and pursuant thereto, after obtaining planning approval, caused to be constructed the ten semi-detached houses now numbered Nos. 1, 3, 5, 7, 9, 11, 15, 17, 19 and 21 Jalan Jermin. Prior to the completion of these ten houses Choo Kok Hoe and Choo Kok Leong agreed out of fraternal love and goodwill to make by way of gifts to their elder brother Choo Kok Eng two of the semi-detached houses, and two to Choo Kok Beng and on completion of the ten houses they gave Nos. 19 and 21 Jalan Jermin to Choo Kok Beng who had chosen these two houses. Choo Kok Hoe and Choo Kok Beng counter-claimed for a declaration that they are the beneficial owners of the disputed land and the houses erected thereon and ancillary orders thereon.

In the Court  
of Appeal of  
the Republic  
of Singapore

No. 32  
Grounds of  
Decision  
23rd July  
1982  
(cont'd)

Before the action came to trial the claim against Messrs. Lee & Lee, which was for the return of the title deeds and damages for wrongful detention, was discontinued and Choo Kok Leong had died. The action was tried by Rajah, J. who on 5th December 1980, as appears from his Grounds of Judgment dated 23rd February 1981, decided as follows:-

"The claim and counterclaim herein were dismissed and the orders made were settled by me on 5th December 1980 in the presence of counsel for the parties herein and read:-

'This Court Doth Further Declare that the 1st and 3rd Defendants are entitled to an equitable interest in the said land and premises known as Nos 1, 3, 5, 7, 9, 11, 15, 17, 19 and 21 Jalan Jermin, Singapore arising by virtue of the expenditure of moneys by them on the development of the said land and premises and subsequently on improvements of a capital nature together with interest thereon.

And This Court Doth Order (1) that the said land and premises do stand charged with the repayment to the 1st and 3rd defendants of all moneys expended by them as aforesaid in respect of the said land and premises. (2) that this action be remitted to the Registrar for an enquiry as to the amount of money expended by the 1st and 3rd Defendants as aforesaid and for an account of all income and expenditure arising from and in respect of all the said land and premises. And as to the proper rate or rates

In the Court  
of Appeal of  
the Republic  
of Singapore

No. 32  
Grounds of  
Decision  
23rd July  
1982  
(cont'd)

of interests prevailing during the period since the original expenditure up to the present date. (3) that the capital amount of the charge aforesaid shall be the amount found due upon the said enquiry and account.

And This Court Doth reserve judgment on the question of interest payable by the plaintiff to the 1st and 3rd defendants as aforesaid. And This Court Doth make no order as to costs and Doth Order that all parties be at liberty to apply herein.'"

In his Grounds of Judgment, Rajah, J. said that it "was a case which depended entirely on the credibility or otherwise of the witnesses testifying before (him)." He said that at some stage or other both Choo Kok Beng (the plaintiff) and "the 1st and 3rd Defendants" were giving "fanciful and incredible accounts of what had happened." He made the following findings of fact on the evidence before him:-

- "1. That the title deeds of the Jalan Jermin properties, the subject matter of the litigation, was in the possession of the Plaintiff and that he handed them to the 1st Defendant for purposes of splitting the title.
2. That the 1st Defendant acted on behalf of the Plaintiff in the purchase of the said Jalan Jermin properties.
3. That the Plaintiff did not lend to 1st Defendant the \$200,000/- as alleged by him or any portion thereof; (a) That there was no request for repayment as alleged in paragraph 3 of the Statement of Claim.
4. That the said Jalan Jermin properties were developed by and paid for by the partnership in which the 1st and 3rd Defendants were equal partners.
5. That this development took place with the knowledge and consent of the Plaintiff.
6. That there was no such agreement as alleged in paragraph 4 and 6 of the Statement of Claim between the Plaintiff and the 1st, 2nd and 3rd Defendants.
7. There was no such further agreement as

alleged in paragraph 6 of the Statement of Claim between the Plaintiff and the 1st, 2nd and 3rd Defendants.

In the Court of Appeal of the Republic of Singapore

8. There was no such agreement as alleged in paragraph 4 of the Defence of the 1st, 3rd and 5th Defendants between the Plaintiff and the 1st and 3rd Defendants."

No. 32  
Grounds of Decision  
23rd July  
1982  
(cont'd)

The defendants appealed and at the conclusion of the hearing we allowed the appeals and made the following orders:-

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" THIS COURT DOTH ORDER that the said appeals be allowed and that the said Judgment of the Honourable Mr. Justice A.P.Rajah dated the 5th day of December 1980 in so far as it decides for the said Plaintiff that (1) the 1st Defendant had acted on behalf of the Plaintiff in the purchase of the land at Jalan Jermin and marked on the Government Resurvey Map as Lots 2994, 2995, 2996, 2997, 2998, 2999, 3000, 3001, 3002 and 3003 of Mukim XXIV and that the Plaintiff has paid the purchase price therefor out of his own funds (2) the title deeds to the said land at Jalan Jermin had been in the possession of the Plaintiff and that he had handed them to the 1st Defendant for the purpose of applying for separate certificates of Title for each of the said lots on the said land (3) the 1st and 3rd Defendants are entitled to no greater interest in the said land and the premises erected thereon and known as Nos. 1, 3, 5, 7, 9, 11, 15, 17, 19 and 21 Jalan Jermin, Singapore, than the equitable interest mentioned in the said judgment (4) there be no Order on costs, be set aside.

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AND IT IS HEREBY ORDERED AND DECLARED that the 1st and 3rd Defendants are the beneficial owners of the land now known as Lots 2994, 2995, 2996, 2997, 2998, 2999, 3000, 3001, 3002 and 3003 of Mukim XXIV in the District of Kallang being part of land comprised in Grants 80, 162, 193 and Grant in fee simple No. 527 or some or one of them together with the houses erected thereon and known as Nos. 1, 3, 5, 7, 9, 11, 15, 17, 19 and 21 Jalan Jermin, Singapore.

40

AND IT IS FURTHER ORDERED that the Title Deeds of and relating to the aforesaid land and houses, lodged in the High Court pending the hearing of this action and now in the custody of the Registrar of the High Court be forthwith released to the 1st and 3rd Defendants.

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In the Court  
of Appeal of  
the Republic  
of Singapore

No. 32  
Grounds of  
Decision  
23rd July  
1982  
(cont'd)

AND IT IS FURTHER ORDERED that the Plaintiff do forthwith all things necessary to vest the legal title in the aforesaid land and houses on the 1st and 3rd Defendants.

AND IT IS FURTHER ORDERED BY CONSENT of the 1st and 3rd Defendants that upon the aforesaid land and houses being registered in their names under the provisions of the Land Titles Act and upon separate Certificates of Title being issued in respect of each sub-  
divided lot of the aforesaid land and the said houses erected thereon and upon the Plaintiff agreeing to and paying 20% of all costs, expenses and disbursements incurred thereby including the transfers hereinafter mentioned, the 1st and 3rd Defendants shall effect valid transfers of the aforesaid Lots 2994 and 2995 of Mukim XXIV together with the houses erected thereon known as Nos. 21 and 19 Jalan Jermin, Singapore, respectively in favour of the Plaintiff.

AND IT IS FURTHER ORDERED BY CONSENT that the 1st and 3rd Defendants shall at the same time effect valid transfers of

- (i) the aforesaid Lots 2998 and 2999 of Mukim XXIV together with the houses erected thereon known as Nos. 11 and 9, Jalan Jermin, Singapore in favour of the 2nd and 4th Defendants respectively upon the 2nd and 4th Defendants agreeing to and paying for the costs expenses and disbursements therefor.
- (ii) the aforesaid Lots 3003, 3002, 2997, 2996 of Mukim XXIV together with the houses erected thereon known as 1, 3, 15, 17, Jalan Jermin, Singapore respectively in favour of the 1st Defendant, upon the 1st Defendant paying for the costs expenses and disbursements therefor.
- (iii) the aforesaid Lots 3001 and 3000 of Mukim XXIV together with the houses erected thereon known as 5 and 7, Jalan Jermin, Singapore respectively in favour of the 3rd Defendant upon the 3rd Defendant paying the costs expenses and disbursements therefor.

AND IT IS FURTHER ORDERED that there be liberty to all parties to apply.

AND IT IS ALSO ORDERED that the Plaintiff do pay to the 1st, 3rd and 5th Defendants in

Civil Appeal No. 113 of 1980 and to the 2nd and 4th Defendants in Civil Appeal No. 1 of 1981, their costs incurred by the appeals and their costs of the action in the Court below, such costs to be taxed forthwith."

In the Court  
of Appeal of  
the Republic  
of Singapore

No. 32  
Grounds of  
Decision  
23rd July  
1982  
(cont'd)

10 We now give our reasons. Choo Kok Beng (the  
plaintiff/respondent) is a retired civil servant  
and the youngest of the four brothers. He joined  
the civil service in 1936 as a clerk in the Postal  
Department. He remained in that department until  
he retired in August 1969 after 33 years service  
when he was the Superintendent at the General Post  
Office with a pension of \$507.50 per month which is  
equivalent to two-thirds of his last drawn salary.  
According to him during the first two years of the  
Japanese occupation of Singapore (1942 to September  
1945) he was doing business on his own but he resumed  
work in the Postal Department during the final two  
years of the Japanese occupation and at the same time  
20 also did business. After the British re-occupation  
he ceased doing any business. His salary in 1945  
after the Japanese surrender was \$250 a month. He  
said that during the Japanese occupation he made a  
profit (presumably from his business activities) of  
\$350,000/- in Straits Settlements currency and when  
the Japanese surrendered he had \$350,000/- in Straits  
Settlements currency in cash which was never kept  
in a bank. At that time he and his own family were  
staying with Choo Kok Hoe (the first defendant) in  
30 Choo Kok Hoe's house at No. 15 Norris Road where he  
continued to stay until 1955 when he moved into  
government quarters.

40 In 1946 his wife died and a year later he  
married his late wife's younger sister who was then  
18 years old. She gave evidence that she had  
\$50,000 Straits Settlements currency in cash at the  
time of her marriage which was a gift to her by her  
father, who had six children, before his death in  
1943 or 1944, the father being a poultry and pig  
farmer who had made a lot of money during the  
Japanese occupation of Singapore. She said that she  
and her husband's cash amounting to over \$350,000  
mostly in \$50 notes were kept in the bedroom on the  
first floor of No. 15 Norris Road. It was hidden  
below a floor board of the bedroom. Both she and  
her husband said that in 1954 her husband lent Choo  
Kok Hoe \$50,000 in cash. The money was handed over  
by her husband in her presence at No. 15 Norris Road  
and their three children, the eldest of whom was  
50 then 5 years old, could have been present also.

The husband's evidence was that the eldest  
son was present and that although he did not get a  
written acknowledgment of the loan from Choo Kok Hoe,

In the Court  
of Appeal of  
the Republic  
of Singapore

No. 32  
Grounds of  
Decision  
23rd July  
1982  
(cont'd)

he made an entry immediately after the loan in a note-book with a pencil which was attached to the note-book. He also made similar entries immediately after each of the other three loans of \$50,000 each to Choo Kok Hoe which he said he made in 1956, 1958 and 1959. The note-book was produced in evidence at the trial.

Also, in the note-book was a pencilled entry to the effect that he purchased the disputed land on 23rd February 1954 for \$13,184.32 and paid on that day \$3,396.08 being 25% of the purchase price and paid \$9,888.24 being the balance of 75% on 25th March 1954 using \$6,000/- of his wife's money in his safe keeping and which he returned "about a month later." In his evidence he said he used Choo Kok Hoe as his agent to purchase the disputed land at the auction and that he gave Choo Kok Hoe cash to pay the 25% deposit and the 75% balance of the purchase price and that the cash came from the profits he made during the Japanese occupation. 10 20

It is plain from the entry in respect of this alleged purchase that it was not a contemporaneous entry as it must have been made after 23rd March 1954 and it is to be observed that it did not record that the purchase was through Choo Kok Hoe as his agent to whom he had given cash to pay on his behalf the purchase price.

In contrast there was the indisputable evidence of the two cheques issued by Choo Kok Hoe in payment of the purchase price of the disputed land. There was the undisputed fact that Choo Kok Hoe let the disputed land and received the rents over a period of many years and paid the assessments or property tax. There was the undisputed evidence of an independent and disinterested witness from the firm of architects that Choo Kok Hoe gave the instructions to apply for sub-division and planning approval to develop the disputed land. There was the evidence of another independent and disinterested witness, a practising solicitor, that Choo Kok Hoe gave her the title deeds to the disputed land to apply for the issue of separate titles. There were other circumstances which were relevant and material in deciding whether or not Choo Kok Beng purchased and paid the purchase price of the disputed land and had possession of the title deeds. 30 40

In his judgment the trial judge gave no reasons why he found that Choo Hok Hoe acted on behalf of Choo Kok Beng in the purchase of the disputed land and that Choo Kok Beng paid the purchase price and had possession of the title deeds to the disputed land. The trial judge based his findings "entirely 50

on the credibility or otherwise of the witnesses testifying before (him)." In our judgment that was a plain misdirection and his findings of fact in favour of Choo Kok Beng were arrived at without an adequate scrutiny and consideration of all the evidence before him.

In the Court  
of Appeal of  
the Republic  
of Singapore

No. 32  
Grounds of  
Decision  
23rd July  
1982  
(cont'd)

10 At the conclusion of the appeals we were satisfied, having regard to all the oral and documentary evidence, that the trial judge was plainly wrong in deciding that Choo Kok Beng paid the purchase price and had possession of the title deeds of the disputed land and that his decision ought to have been the other way. For these reasons we allowed the appeals.

Sd. Wee Chong Jin  
(WEE CHONG JIN)  
CHIEF JUSTICE

20 Sd. T S Sinnathuray  
(T.S. SINNATHURAY)  
JUDGE

Sd. F.A. Chua  
(F.A. CHUA)  
JUDGE

SINGAPORE, 23RD JULY 1982.

Certified true copy.  
Sgd. Illegible  
Private Secretary to the  
Hon. the Chief Justice,  
Supreme Court,  
Singapore, 6.



In the Court  
of Appeal of  
the Republic  
of Singapore

No. 33

Order granting leave to Appeal to the  
Judicial Committee - 17th May, 1982

No. 33  
Order granting  
leave to  
Appeal to the  
Judicial  
Committee  
17th May 1982

IN THE COURT OF APPEAL IN SINGAPORE

CIVIL APPEAL NO. 113 of 1980

BETWEEN

1. CHOO KOK HOE
2. CHOO CHENG CHEW & CHOO KOK  
HOE as Administrators of the  
Estate of CHOO KOK LEONG, 10  
deceased
3. HENRY CHENG CHEW CHOO APPELLANTS

AND

CHOO KOK BENG RESPONDENT

(IN THE MATTER OF SUIT NO. 2824 of 1972

BETWEEN

CHOO KOK BENG PLAINTIFF

AND

1. CHOO KOK HOE
2. CHOO KOH ENG
3. CHOO CHENG CHEW & CHOO KOK HOE 20  
as Administrators of the Estate  
of CHOO KOK LEONG, deceased
4. CHOO ENG HAI
5. HENRY CHENG CHEW CHOO
6. LEE & LEE (sued as a firm) DEFENDANTS)

CORAM: THE HONOURABLE THE CHIEF JUSTICE  
THE HONOURABLE MR. JUSTICE KULASEKARAM  
THE HONOURABLE MR. JUSTICE LAI KEW CHAI

IN OPEN COURT

ORDER OF COURT

30

UPON MOTION made unto the Court this day by  
Counsel for the Respondent/Applicant AND UPON READING  
the affidavit of Choo Kok Beng filed on the 20th day  
of April 1982 AND UPON HEARING Counsel for the  
Appellants and for the Respondent IT IS ORDERED that:

1. The Respondent/Applicant be at liberty under  
Section 3(1)(a) of the Judicial Committee Act  
(Cap. 8) to appeal to the Judicial Committee  
of Her Britannic Majesty's Privy Council  
against the whole of the judgment of the Court 40  
of Appeal delivered herein at Singapore on the  
16th day of February, 1982;

2. The time for the Respondent/Applicant to prepare the index of proceedings pursuant to Order 58 Rule 5(1) be extended to 4 weeks;
3. The time for the Respondent/Applicant to prepare and send to the Registrar the Record of Appeal pursuant to Order 58 Rule 6(1) be extended to 60 days;
4. Execution of the judgment of the Court of Appeal be stayed pending the hearing of the Appeal to the Privy Council save for the Order that the costs be taxed and paid which costs shall be paid in the event that the Appellants' Solicitors furnish the Respondent's Solicitor with an undertaking to refund such costs as may be paid upon the Respondent becoming entitled thereto by reason of any order made by the Privy Council;
5. Civil Appeal No. 113 of 1980 be consolidated with Civil Appeal No. 1 of 1981 and that one record of appeal covering both appeals be remitted to the Privy Council and both the appeals be treated as one appeal.

In the Court  
of Appeal of  
the Republic  
of Singapore

No. 33  
Order granting  
leave to  
Appeal to the  
Judicial  
Committee  
17th May 1982  
(cont'd)

DATED THIS 17TH DAY OF MAY, 1982.

Sgd. Illegible  
ASST. REGISTRAR

EXHIBITS

PAB-1-138  
Letter  
Singapore City  
Council to  
Choo Kok Beng  
15th September  
1954

EXHIBITS

Plaintiffs Agreed Bundle of Documents  
marked PAB 1-138

Letter Singapore City Council to Choo  
Kok Beng - 15th September, 1954

SINGAPORE CITY COUNCIL

Assessment & Estates Dept.,  
City Hall,  
Singapore

Date 15/9/54

10

Dear Sir,

Land off Macpherson Road

I have to acknowledge receipt of your letter  
of the 10/9/54 objecting to the proposed assessment  
of the above premises for the year 1955.

This is receiving attention and a further  
communication will be made you in due course.

Yours faithfully,

Sgd. J.G. Aspinall  
(J.G. Aspinall)  
City Assessor

20

Mr. Choo Kok Beng,  
15 Norris Road,  
Singapore 8.

PAB 1-138  
Letter, Inland Revenue, Department to  
Choo Kok Beng - 2nd March, 1968

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EXHIBITS

PAB 1-138  
Letter,  
Inland Revenue  
Department to  
Choo Kok Beng  
2nd March  
1968

GOVERNMENT OF THE REPUBLIC OF SINGAPORE

Ref. A.F. INLAND REVENUE DEPARTMENT,  
Property Tax Division,  
Government Offices,  
St. Andrew's Road,  
Singapore, 6.

Date: 2 Mar 1968

10 Dear Sir(s)/Madam,

re: 19 Jalan Jermin  
Increase in Annual Value

I have to advise you that it is proposed to amend under Section 18(2) of the Property Tax Ordinance, 1960, the existing Annual Value of the above property from \$ NIL to \$ 2,880 with effect from 1st January 1968, for which Valuation Notice No. 18633 is attached.

20 2. It is also proposed to recover tax under Section 19 of the Ordinance for the period 15/5/67 to 31st December 1967 as evidence now available indicates that the Annual Value for this period should also be the same as the figure proposed above, that is \$2,880/=.

Yours faithfully,

Sgd. J.C. Boundi  
(Chief Assessor)

30 Mr. Choo Kok Beng,  
11-c, Hindoo Road,  
Singapore, 8.

---

EXHIBITS

PAB 1-138  
Letter Inland  
Revenue  
Department to  
Choo Kok Beng  
2nd March 1968

PAB 1-138 - Letter Inland Revenue,  
Department to Choo Kok Beng - 2nd  
March 1968

---

GOVERNMENT OF THE REPUBLIC OF SINGAPORE

REF. A.F.

INLAND REVENUE DEPARTMENT,  
Property Tax Division  
Government Offices,  
St. Andrew's Road,  
Singapore, 6.

Date: 2 MAR 1968

10

Dear Sir(s)/Madam,

re: 21, Jalan Jermin  
Increase in Annual Value

I have to advise you that it is proposed to amend under Section 18(2) of the Property Tax Ordinance, 1960, the existing Annual Value of the above property from \$ NIL to \$2,880 with effect from 1st January 1968, for which Valuation Notice No. 18634 is attached.

2. It is also proposed to recover tax under Section 19 of the Ordinance for the period 15.5.67 to 31st December 1967 as evidence now available indicates that the Annual Value for this period should also be the same as the figure proposed above, that is \$2,880/=.

20

Yours faithfully,

Sgd. J.C. Boundi  
(Chief Assessor)

Mr. Choo Kok Beng,  
11-C, Hindoo Road,  
Singapore, 8.

30

PAB 1-138 - Letter, Kerajaan Singapura to  
Choo Kok Beng - 1st November, 1968

EXHIBITS

PAB 1-138  
Letter  
Kerajaan  
Singapura  
to Choo Kok  
Beng - 1st  
November 1968

KERAJAAN SINGAPURA

JABATAN KERJA RAYA  
PETI SURAT No. 3009  
HIGH STREET,  
SINGAPURA, 6.

1st November, 1968

Bil. PWD(R)414/J.38

10 Mr. Choo Kok Beng,  
11-C, Hindoo Road,  
Singapore, 8.

Dear Sir,

Compensation for Loss of part of Land at  
Jalan Jermin (Lot Nos. 2994-3003, Mk. 24)

Reference is made to your letter of 27th  
October, 1968.

20 2. You are no doubt aware that Jalan Jermin has  
been made up under Section 19, L.G.I.O. and, for  
your information, the widening lines for the road  
has received the concurrence of the Planning  
Authorities.

3. The parts of your properties which were  
required for the project had been previously set  
aside for road. This we understand was laid as a  
condition when your application for sub-division  
of your property there was approved.

As such, the question of compensation does  
not arise.

30 Yours faithfully,

Sgd. V. Krishna  
(V. Krishna)  
for Senior Executive Engineer,  
(Roads) P.W.D. Singapore

LLT/VK/KPK

EXHIBITS

PAB 1-138  
Letter Lee &  
Lee to Choo  
Kok Beng  
5th November  
1968

PAB 1-138 - Letter Lee & Lee to Choo Kok  
Beng - 5th November, 1968

-----  
Exhibit "CKB1"

LEE & LEE

Advocates & Solicitors

10-B Malacca Street,  
(2nd floor),  
Singapore 1.

Telephone  
Cable Address "KYLEGAL"

Your reference  
Our reference IN/OY/217/68

10

5th November 1968.

Mr. Choo Kok Beng,  
No. 11C Hindoo Road,  
Singapore.

Dear Sir,

re: Jalan Jermin, Singapore

We enclose herewith a copy of the Public  
Works Department's letter dated the 1st instant  
for your information.

20

Yours faithfully,

Sgd. Lee & Lee

Encl.

PAB 1-138 - Letter, Kerajaan Singapura  
to Lee & Lee - 1st November, 1968

EXHIBITS

PAB 1-138  
Letter  
Kerajaan  
Singapura to  
Lee & Lee  
1st November  
1968

---

KERAJAAN SINGAPURA

Jabatan Kerja Raya,  
Peti Surat No. 3009  
High Street,  
SINGAPURA 6.

PWD(R) 414/J.38  
IN/OY/217/68

1 November, 1968.

10 M/s Lee & Lee,  
10-B, Malacca Street,  
(2nd Floor),  
Singapore, 1.

RECEIVED 4 NOV 1968

Dear Sirs,

Lot 3004 Mukim XXIV, Area:  
703 square feet, Jalan Jermin,  
Singapore.

---

Your letter of 18th October, 1968. refers.

20 2. We have been given to understand that the  
above lot 3004 is to form part of road-widening  
when your client's application for sub-division of  
his property in the locality was approved on  
1.11.66.

3. As such, and as Jalan Jermin has been made up  
under Section 19, L.G.I.O. the question of  
compensation does not arise.

Yours faithfully,

Sgd. V. Krishna  
(V. Krishna)  
for Senior Executive Engineer,  
(Roads) P.W.D., Singapore.

30

LLT/VK/KPK.



EXHIBITS

PAB 1-138 - Letter, Lee & Lee to Choo  
Kok Hoe - 9th November, 1968

PAB 1-138  
Letter, Lee &  
Lee to Choo  
Kok Hoe - 9th  
November 1968

LEE & LEE  
ADVOCATES & SOLICITORS

10-B Malacca Street,  
(2nd Floor),  
Singapore 1.  
Telephone: 74667  
Cable Address: Kylegal

Your reference:  
Our reference: IN/OY/217/68

10

9th November 1968.

Mr. Choo Kok Beng,  
No. 11C Hindoo Road,  
Singapore.

Dear Sir,

Re: JALAN JERMIN, SINGAPORE  
=====

Kindly let us have the sum of \$217/= being  
the stamp and registration fees for your Primary  
Application to the Registry of Deeds as soon as  
possible.

20

Stamp fee	..	\$ 2.00
Registration fee	..	15.00
Additional registration fee for 10 lots at \$20/= per lot	..	200.00
		<hr/>
Total		\$217.00
		=====

Yours faithfully,

Sgd. Lee & Lee

c.c. Mr. Choo Kok Hoe,  
No. 15 Norris Road,  
Singapore.

30

PAB 1-138 - Letter, Lee & Lee to Choo Kok  
Beng - 11th November, 1968

EXHIBITS

PAB 1-138  
Letter, Lee &  
Lee to Choo  
Kok Beng  
11th November  
1968

---

LEE & LEE  
Advocates & Solicitors 10-B Malacca Street  
(2nd Floor),  
Singapore 1.  
Telephone: 74667  
Cable Address: Kylegal

10 Your reference:  
Our reference : IN/OY/217/68

11th November 1968.

Mr. Choo Kok Beng,  
No. 11C Hindoo Road,  
Singapore.

Dear Sir,

Re: JALAN JERMIN, SINGAPORE  
=====

We enclose herewith our receipt for \$217/= paid on your behalf by Mr. Choo Kok Hoe.

Yours faithfully,

20 Sgd. Lee & Lee

Encl:  
c.c. Mr. Choo Kok Hoe,  
No. 15 Norris Rd.,  
Singapore.

---

No. 7891 Singapore 11th November 1968

Re: Jalan Jermin

Received from Mrs Choo Kok Beng the sum of Dollars Two hundred and seventeen only being disbursements herein (cheque).

30 \$217/= Sgd. Lee & Lee

EXHIBITS

PAB 1-138  
Letter, Land  
Titles Registry  
to Lee & Lee  
8th April 1969

PAB 1-138 - Letter, Land Titles Registry  
to Lee & Lee - 8th April, 1969

LAND TITLES REGISTRY,  
GROUND FLOOR, CITY HALL,  
SINGAPORE 6.

OUR REF: NCY/ET/Primary Appln. No. P/002  
YOUR REF: IN/OY/217/68

8 April, 1969

M/s. Lee & Lee,  
10B, Malacca Street,  
(2nd Floor),  
Singapore, 1.

10

RECEIVED 11 APR 1969

Gentlemen,

Re: Primary Application - Lots  
184-204 to 184-208 Mukim  
XXIV, Land at Jalan Jermin,  
Singapore

I refer to my letter to you of the 3rd ultimo.

2. Please let me know whether the Conveyance registered in Vol. 1107 No. 128 referred to in my above letter is in your client's possession. If so, kindly forward the same to me as soon as possible.

20

3. I have to inform you also that the legal estate is outstanding in respect of the title herein. If the above deed is not in your client's possession I may still consider granting a qualified title provided you lodge in a Statutory Declaration of long possession made by your client.

4. If you require further clarification on this matter would you please call in by appointment to see the writer.

30

I have the honour to be,  
Gentlemen,  
Your obedient servant,

Sgd. N.C. Yoong  
(Mrs. N.C. Yoong)  
Registrar of Titles,  
Singapore.

PAB - 1-138 - Letter, Land Titles Registry  
to Lee & Lee - 13th August, 1969

EXHIBITS

PAB 1-138  
Letter, Land  
Titles Registry  
to Lee & Lee  
13th August  
1969

---

LAND TITLES REGISTRY  
GROUND FLOOR, CITY HALL  
SINGAPORE 6.

OUR REF: NCY/ET/P/002  
YOUR REF: IN/OY/217/68

13th August, 1969

10 M/s. Lee & Lee,  
I.C.B. Building,  
6th Floor, Shenton Way,  
Singapore.

Gentlemen,

Re: Primary Application - Lots  
2994 to 3003 Mk. XXIV, Land  
at Jalan Jermin, S'pore.

Please refer to your letter of the 11th instant.

20 As requested by you I shall be issuing qualified  
certificates of title for all the lots in question.  
Please forward your client's Statutory Declaration  
of long possession to the Registry as soon as  
possible.

I have the honour to be,  
Gentlemen,  
Your obedient servant,

Sgd. N.C. Yoong  
(Mrs. N.C. Yoong)  
Registrar of Titles,  
Singapore.

30 c.c. Mr. Choo Kok Beng,  
c/o Mr. Choo Kok Hoe,  
No. 15, Norris Road,  
Singapore.

EXHIBITS

PAB 1-138 - Letter, Lee & Lee to Choo Kok Beng - 25th August, 1969

PAB 1-138  
Letter; Lee &  
Lee to Choo  
Kok Beng  
25th August  
1969

Exhibit "CKB 2"

LEE & LEE  
Advocates & Solicitors

I.C.B. Building,  
6th Floor,  
Shenton Way,  
Singapore.

Telephone 74667  
Cable Address KYLEGAL

10

Your reference :  
Our reference : IN/OY/217/68 25th August 1969.

Mr. Choo Kok Beng,  
No. 11C Hindoo Road,  
SINGAPORE.

Dear Sir,

Re: Primary Application - Lots  
2994 to 3003 Mk. XXIV, Land  
at Jalan Jermin, Singapore.  
-----

We enclose herewith draft Statutory  
Declaration (in duplicate) for your approval.  
Kindly return us a copy thereof duly approved  
as soon as possible.

20

The date 27th March 1954 in the draft is the  
date of the five (5) Conveyances for the above  
properties in your favour. If you wish to make  
any amendments or require any explanation could  
you call in to see our Miss Ng.

Yours faithfully,

Sgd. Lee & Lee

30

Encls.

PAB 1-138 - Letter , Lee & Lee to Choo Kok  
Beng - 15th September 1969

EXHIBITS

PAB 1-138  
Letter, Lee &  
Lee to Choo  
Kok Beng  
15th September  
1969

-----  
Exhibit "CKB 3"

LEE & LEE  
Advocates & Solicitors

I.C.B. Building,  
6th Floor,  
Shenton Way,  
Singapore.

Telephone: 74667  
Cable Address: KYLEGAL

Your reference:  
Our reference : IN/LC/217/68

15th September 1969

Mr. Choo Kok Beng,  
No. 11-C Hindoo Road,  
Singapore.

Dear Sirs,

re: Primary Application Lots  
2994 to 3003 Mk. XXIV, Land  
at Jalan Jermin, Singapore  
-----

We refer to our letter of the 25th August and  
enclosures and shall be obliged if you will return  
us a copy of the draft Statutory Declaration duly  
approved by you to enable us to proceed with the  
matter as soon as possible.

Yours faithfully ,

Sgd. Lee & Lee

EXHIBITS

PAB1-138 - Letter, Lee & Lee to Choo Kok  
Beng - 13th October, 1969

PAB1-138  
Letter, Lee  
& Lee to Choo  
Kok Beng  
13th October  
1969

Exhibit "CKB4"

LEE & LEE  
Advocates & Solicitors

I.C.B. Building  
6th Floor,  
Shenton Way,  
Singapore.

Telephone: 74667  
Cable Address: KYLEGAL

10

Your reference:  
Our reference : IN/LC/217/68

13th October 1969

Mr. Choo Kok Beng,  
11-C, Hindoo Road,  
Singapore, 8.

Dear Sir ,

re: Primary Application Lots  
2994 to 3003 Mk. XXIV,  
Land at Jalan Jermin

20

We refer to our letters of the 25th August  
and 15th September to which we have not received  
your reply.

We have received a further reminder from  
the Registrar of Titles and would be obliged if  
you will call in without any further delay.

Yours faithfully ,

Sgd. Lee & Lee

PAB 1-138 - Letter, Choo Kok Beng to Lee  
& Lee - 1st November 1969

EXHIBITS

PAB 1-138  
Letter, Choo  
Kok Beng  
to Lee & Lee  
1st November  
1969

---

Choo Kok Beng,  
11-C Hindoo Road,  
Singapore 8.

1/11/69.

To: M/s Lee & Lee,  
Advocates & Solicitors,  
I.C.B. Building, 6th Floor,  
Shenton Way,  
Singapore.

10

Dear Sirs,

re: Primary Application - Lots  
2994 to 3003 Mk. XXIV, Land  
at Jalan Jermin, Singapore.

With reference to your letter Reference  
IN/OY/217/68 dated 25th August, 1969 concerning  
making a Statutory Declaration, I have to inform  
you that on 15th October, 1968 I had already made  
two declarations. A copy of one of the two  
declarations was given to me by Miss Ng (lawyer)  
on the same day. A copy of the other declaration  
has not yet been received by me to date, although  
I told her (Miss Ng) to send it to me. For  
unknown reasons it was not available then in your  
office.

20

Please send me the aforesaid outstanding  
copy of the other declaration early.

I am anxious to know

30

- (a) why two declarations were required on  
15/10/68,
- (b) to whom had you sent both of the  
said declarations, and
- (c) for what purpose or reasons in sending  
both of the said declarations.

The delay in replying is much regretted.

Yours faithfully,

CHOO KOK BENG



EXHIBITS

PAB 1-138  
Letter, Lee &  
Lee to Choo  
Kok Beng  
5th November  
1969

PAB 1-138 - Letter, Lee & Lee to Choo Kok  
Beng - 5th November 1969

Exhibit "CKB6"

LEE & LEE  
Advocates & Solicitors  
I.C.B. Building  
6th Floor,  
Shenton Way,  
Singapore 1.  
Telephone 74667  
Cable Address KYLEGAL

10

Your reference:  
Our reference : IN/OY/217/68

5th November 1969

Mr. Choo Kok Beng,  
No. 11C Hindoo Road,  
SINGAPORE, 8.

Dear Sir,

re: Primary Application - Lots  
2994 to 3003 Mk. XXIV, Land  
at Jalan Jermin, Singapore  
=====

20

We have your letter of the 1st instant the  
contents of which are noted.

On 20th May 1968 your brother Mr. Choo Kok  
Hoe brought in the title deeds referring to the  
above property on your behalf with instructions to  
us to obtain a separate Certificate of Title for  
each property.

On 15th October 1968 you called at our office  
when we informed you that the Statutory Declaration  
and Primary Application which are documents necessary  
for obtaining a separate Certificate of Title for  
each property are ready for your execution. Both  
these documents were shown to you and ready by you  
at our office. You instructed that you would only be  
prepared to execute the said two documents if  
letters to you from Mr. Choo Kok Leong (for Nos. 5  
and 7 Jalan Jermin), Mr. Choo Kok Hoe (for Nos. 1,  
3, 15 and 17 Jalan Jermin) and Mr. Choo Eng Hai (for  
No. 9 Jalan Jermin) to you to the effect that the  
respective persons concerned received the rents and  
would be liable for all the assessments and income  
tax payable, were signed. This was done. The  
Primary Application and Statutory Declaration were  
duly signed by you on 15th October 1968. Both were  
sent to the Registrar of Titles together with the  
prior deeds and they are still lodged in the Registry.  
We enclose a copy of the Primary Application which  
you signed.

30

40

On 3rd March 1969 we were informed by the Registrar of Deeds that inspection of one prior deed, Conveyance (Registered in Volume 1179 No. 98) was required. The said deed was not forwarded to us by Mr. Choo Kok Hoe and we were subsequently informed by Mr. Choo Kok Hoe that it has been mislaid.

EXHIBITS  
PAB 1-138  
Letter, Lee &  
Lee to Choo  
Kok Beng  
5th November  
1969  
(Contd.)

10 Since the said deed could not be produced the Registrar of Titles has informed us that she is prepared to issue qualified certificates of title subject to our producing a Statutory Declaration of long possession from you. A copy of the Registrar of Titles' letter dated 13th August 1969 is enclosed for your information. A copy of the Statutory Declaration of long possession has already been sent to you.

20 We trust we have explained the position clearly. We would, in the future, prefer to take instructions respecting the above from you direct. If you wish instructions to be given to us through your brother Mr. Choo Kok Hoe we shall be obliged if you will let us have your instructions in writing through Mr. Choo Kok Hoe.

30 The Registrar of Titles is not prepared to hold your title deeds and the Primary Application indefinitely. We have received another reminder dated 25th October 1969. We have been informed by the Registrar of Titles that if you are no longer interested in the matter the deeds will be returned to us and the matter closed.

Would you kindly let us know therefor whether you wish to proceed with the application and if so, would you call in to swear the Statutory Declaration of long possession. If we do not hear from you within two (2) weeks hereof we take it that you are no longer wish to proceed and we shall recall the matter from the Registrar of Titles.

Yours faithfully,  
Sgd. Lee & Lee

40 Encls:

c.c. Mr. Choo Kok Hoe,  
No. 15 Norris Road,  
SINGAPORE.

EXHIBITS

PAB 1-138  
Letter, Land  
Titles Registry  
to Lee & Lee  
13th August  
1969

PAB 1-138 - Letter, Land Titles Registry  
to Lee & Lee - 13th August, 1969

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LAND TITLES REGISTRY,  
Ground Floor, City Hall,  
Singapore 6.

Our ref: NCY/ET/P/002  
Your ref: IN/OY/217/68      13th August 1969

RECEIVED 14 AUG 1969

M/s. Lee & Lee,  
I.C.B. Building,  
6th Floor, Shenton Way,  
Singapore.

10

Gentlemen,

re: Primary Application- Lots  
2994 to 3003 Mk. XXIV, Land  
at Jalan Jermin, S'pore.

Please refer to your letter of the 11th  
instant.

As requested by you I shall be issuing  
qualified certificates of title for all the lots  
in question. Please forward your client's  
Statutory Declaration of long possession to the  
Registry as soon as possible.

20

I have the honour to be,  
Gentlemen,  
Your obedient servant.

Sgd. NC. Yoong  
(Mrs. N.C. Yoong)  
Registrar of Titles,  
Singapore.

30

c.c. Mr. Choo Kok Beng,  
c/o Mr. Choo Kok Hoe,  
No. 15, Norris Road,  
Singapore.

PAB 1-138 - Letter, Choo Kok Beng to Lee  
& Lee - 13th November 1969

EXHIBITS

PAB 1-138  
Letter, Choo  
Kok Beng to  
Lee & Lee  
13th November  
1969

Exhibit "CKB 7"

Choo Kok Beng,  
11-C, Hindoo Road,  
Singapore 8.  
13th November 1969.

10 M/s. Lee & Lee,  
I.C.B. Building,  
6th Floor, Shenton Way,  
Singapore.

Gentlemen,

Re: Primary Application - Lots  
2994 to 3003 Mk. XXIV, Land  
at Jalan Jermin, Singapore

I refer to your reply Reference IN/OY/217/68  
dated 5/11/69 and my conversation with Miss Irene Ng  
on 11/11/69.

20 The title deeds were sent to your office on  
20/4/68 whereas, according to your above-mentioned  
letter, they were received on 20/5/68.

30 The copy of primary application, which you  
enclosed in the said letter and which was not given  
to me on 15/10/68 as mentioned in my letter dated  
1/11/69, appears to have been a rough copy. It  
could not have been the exact copy. No reason was  
given to me for not giving me a copy of this primary  
application on 15/10/68. I received on 15/10/68 a  
copy of another declaration made on the same day, as  
stated in my letter dated 1/11/69.

The Conveyance registered in Volume 1179 No.  
98 and alleged to have not been forwarded to your  
office, according to your letter, had been actually  
sent to your office. In answer to my question on  
11/11/69, she confirmed the receipt of the said  
conveyance and stated that the missing conveyance  
referred to the one registered in Volume 1107 No.  
128 instead of in Volume 1179 No. 98.

40 I am not satisfied with the reply and the way  
this matter was handled on my behalf.

In the circumstances, it is regretted that I  
have to request the return to me of the two  
declarations mentioned in my letter dated 1/11/69  
and the title deeds.

Please let me know when the two declarations  
and my title deeds will be ready for my collection.

Yours faithfully,

EXHIBITS

PAB 1-138  
Letter, Lee &  
Lee to Choo  
Kok Beng  
2nd January  
1970

PAB 1-138 - Letter, Lee & Lee to Choo Kok  
Beng - 2nd January 1970

Exhibit "CKB 8"

LEE & LEE  
Advocates & Solicitors

I.C.B. Building,  
6th Floor,  
Shenton Way,  
Singapore 1.

Your reference :

Telephone: 74667

Our reference : IN/OY/217/  
68

Cable Address: KYLEGAL

10

2nd January 1970

Mr. Choo Kok Beng,  
No. 11C Hindoo Road,  
SINGAPORE.

Dear Sir,

Re: Primary Application - Lots  
2994 to 3003 Mk. XXIV, Land  
at Jalan Jermin, Singapore  
=====

We have your letter of the 13th November 1969  
and as instructed we have withdrawn your primary  
application from the Registry of Titles.

20

We confirm that the deed of Conveyance which  
was not handed to us and which was required by the  
Registrar of Titles is the Conveyance (Registered in  
Volume 1107 No. 128) between Goh Lee Tng of the one  
part and Khoo Siaw Hua of the other part.

The prior title deeds handed over to us by  
Mr. Choo Kok Hoe are in our possession and you are  
advised to call over with Mr. Choo Kok Hoe to  
collect the same since the deeds were handed over  
to us by Mr. Choo Kok Hoe.

30

Our Bill No. 7/1970 is enclosed herewith for  
your early attention.

The Primary Application and Statutory  
Declaration sworn by you cannot be released from  
the Registry of Titles. A copy of the Registrar  
of Titles' letter dated the 2nd December 1969 which  
is self explanatory is enclosed herewith.

When you intend to call with Mr. Choo Kok Hoe  
to collect the title deeds would you please telephone  
us for an appointment with our Mrs. Lee.

40

Yours faithfully,  
Sgd. Lee & Lee.

c.c. Mr. Choo Kok Hoe,  
No. 15 Norris Road,  
Singapore.

Encl.

PAB 1-138 - Letter, Choo Kok Beng to Lee  
& Lee - 12th February 1970

EXHIBITS

PAB 1-138  
Letter, Choo  
Kok Beng to  
Lee & Lee  
12th February  
1970

Choo Kok Beng,  
11-C, Hindoo Road,  
Singapore 8.  
12-2-70

To: M/s Lee & Lee,  
I.C.B. Building, 6th Floor,  
Shenton Way,  
Singapore.

Dear Sirs,

In reply to your letter Ref: IN/OY/217/68 dated 2/1/70, I have to inform you that no person is authorised to act or speak on my behalf unless that person is authorised by me in writing.

It is confirmed that, as stated in my letter dated 13/11/69, the Primary Application, which you kindly sent me on 5/11/69, was not an exact copy but a rough one. Although I made a verbal request to Miss Ng when I saw her on 11/11/69 for a copy of Statutory Declaration dated 15/10/68, it had not yet been forwarded to me. This said copy of Statutory Declaration had not been given to me by her on 15/10/68 for some unknown reasons.

I am very much dissatisfied with your bill No. 7/1970 as actions were taken without my knowledge and as my requests were ignored. Please note that instructions given by Mr. Choo Kok Hoe on my behalf are not valid unless they are authorised by me in writing. Concerning the alleged loss of the Conveyance registered in Volume 1107 No. 178 between Goh Lee Tng and Khoo Siaw Nua, it was stated that "corresponding with the Registrar of Titles on the matter when we were informed the Registrar of Titles would be prepared to grant a qualified title for Lot 184-204 Mukim XXIV." Could you kindly let me have a copy of such a letter as received from the Registrar of Titles. Would you also kindly let me have a copy of another letter dated 17th June, 1969 received from the Registrar of Titles. I am anxious to see it as I was not informed of their receipts and/or their contents before.

It is very strange that my name and address were given to Mr. Choo Kok Beng c/o Mr. Choo Kok Hoe, No. 15, Norris Road, Singapore when you applied on my behalf for separate certificates of titles to the Registrar of Titles. I was much struck by its oddness.

Please acknowledge receipt of attached cheque in payment of your said bill. Hoping that my requests will be complied with, I thank you very much in anticipation of their compliance.

Yours faithfully, CHOO KOK BENG

EXHIBITS

PAB 1-138  
Letter, Lee &  
Lee to Choo  
Kok Beng  
14th March  
1970

PAB 1-138 - Letter, Lee & Lee to Choo Kok  
Beng - 14th March 1970

Exhibit "CKB 11"

LEE & LEE  
Advocates & Solicitors

I.C.B. Building,  
6th Floor,  
Shenton Way,  
Singapore 1:  
Telephone 74667  
Cable Address KYLEGAL

10

REGISTERED POST

Your reference :  
Our reference : IN/OY/217/68

14th March 1970

Mr. Choo Kok Beng,  
No. 11C Hindoo Road,  
SINGAPORE.

Dear Sir,

Re: Primary Application- Lots  
2994 to 3003 Mk. XXIV, Land  
at Jalan Jermin, Singapore.  
=====

20

We have your letter of 12th February and  
enclosure, and forward herewith our receipt for  
\$918-00 in payment of our Bill No. 7/1970.

The title deeds of the above property  
were handed to us by your brother Mr. Choo Kok  
Hoe on the 20th May 1968 with instructions to  
obtain separate Certificates of Title.  
Mr. Choo Kok Hoe also instructed us that when  
the Primary Application and other documents  
were ready he would arrange for you to come and  
sign them.

30

We wrote to you on 12th October 1968 informing  
you that the Primary Application and Statutory  
Declaration were ready for your swearing. We also  
informed Mr. Choo Kok Hoe that we required you to  
call in.

On 15th October 1968 you called at our office  
and our Miss Ng showed you the engrossments of  
Primary Application and Statutory Declaration which  
you read in our office. Other matters discussed  
were:-

40

(1) the question of collection of rents for  
the properties.

You wanted letters from Messrs. Choo Kok Hoe, Choo Kok Leong, Choo Eng Hai and Choo Koh Eng that they were receiving the rents of the properties and that they would pay for the assessments, road-making charges and income tax. You were not prepared to sign the Primary Application until the said letters were signed.

EXHIBITS  
PAB 1-138  
Letter, Lee &  
Lee to Choo  
Kok Beng  
14th March  
1970  
(cont'd)

10 (2) the question of roadmaking charges for the properties and P.W.D. Notice No. 8478 dated 12th January 1968 in your name which you handed to us. You wanted to know from Mr. Choo Kok Hoe whether compensation would be paid by the P.W.D. for Lot 3004 Mukim XXIV which would be taken over by the P.W.D.

(3) You signed the Primary Application. You informed our Miss Ng that this was executed subject to our receiving the aforesaid letters.

20 (4) You swore the Statutory Declaration before the Commissioner of Oaths in the High Court. As requested, we enclose herewith a copy of the Statutory Declaration for your retention. We regret the delay in sending the same to you owing to an oversight.

At no time during your attendance on 15th October 1968 did you mention that we were to take instructions from you and not from Mr. Choo Kok Hoe.

Subsequently we obtained the letters you required from Messrs. Choo Kok Hoe, Choo Kok Leong, Choo Eng Hai and Choo Koh Eng. We also sent you a copy of the P.W.D.'s letter dated 1st November 1969.

30 On 9th November 1968 we wrote to you at No. 11-C Hindoo Road for payment of \$217-00 being stamp and registration fees. Mr. Choo Kok Hoe called on us and made payment on your behalf. The receipt was sent to you. The Primary Application and Statutory Declaration were duly lodged in the Registry of Deeds.

40 On 3rd March 1969 we were informed by the Registrar of Titles that inspection of the Conveyance (Registered in Volume 1107 No. 128) (not Volume 1179 No. 98) was required. We informed Mr. Choo Kok Hoe that he did not hand us the said deed. Subsequently Mr. Choo Kok Hoe instructed us that he had mislaid the said deed.

We enclose herewith as required the Registrar of Title's letter dated 8th April 1969 stating that a qualified title can be issued provided a Statutory Declaration of long possession is sworn, and a copy of the Registrar of Titles' letter dated 17th June 1969.



EXHIBITS

PAB 1-138  
Letter, Lee &  
Lee to Choo  
Kok Beng  
14th March  
1970  
(cont'd)

On 25th July 1969, Mr. Choo Kok Hoe called on us and confirmed he was prepared to accept qualified titles for all the properties and that you would swear a Statutory Declaration of long possession as required by the Registrar of Deeds.

On 11th August 1969, we wrote to the Registrar of Titles and sent you a carbon copy "c/o. Mr. Choo Kok Hoe." Since instructions were received from Mr. Choo Kok Hoe and you had signed the documents we prepared on these instructions we had no reason to doubt that what had been discussed with Mr. Choo Kok Hoe would not be made known to you. Your address on the Primary Application and Statutory Declaration was given as "No. 11-C Hindoo Road, Singapore." At no time did we inform the Registrar of Titles that your address would be "care of Mr. Choo Kok Hoe". Most probably the Registrar of Titles having received our letter dated 11th August 1969 wherein it was mentioned "c.c. Mr. Choo Kok Hoe, c/o. Mr. Choo Kok Beng etc." decided to write to you at the same address.

10

20

Since receipt of a carbon copy of your letter dated 14th August 1969 to the Registrar of Titles we have addressed all letters to you to No. 11-C Hindoo Road, Singapore.

On 11th November 1969 you called on us and informed our Miss Ng that you were in disagreement with your brother Mr. Choo Kok Hoe and that we were no longer to take any instructions from him. We have informed Mr. Choo Kok Hoe accordingly. We have not taken any instructions from Mr. Choo Kok Hoe since 11th November 1969. Mr. Choo Kok Hoe has however requested us to return the title deeds to him or to keep them pending his legal proceedings against you. We have informed you in our letter of 2nd January 1970 as we have informed Mr. Choo Kok Hoe that the two of you must settle your differences before we can return the title deeds to either of you.

30

Yours faithfully,

40

Sgd. Lee & Lee

Encls.

PAB 1-138 - Letter, David Marshall to the  
Occupiers, House No. 3, Jalan Jermin - 21st  
May 1971

EXHIBITS

PAB 1-138  
Letter, David  
Marshall to  
the Occupiers,  
House NO. 3,  
Jalan Jermin  
21st May  
1971

D. MARSHALL  
Advocates & Solicitors

1st Floor,  
Bank of China Chambers,  
Singapore 1.

Our ref: CSY/12./71/RO  
Your ref: 21st May 1971

The Occupiers,  
House NO. 3, Jalan Jermin,  
Singapore, 13.

A.R. REGISTERED

10

Dear Sirs,

We act for Mr. Choo Kok Beng of 11-C Hindoo  
Road, Singapore 8, who is the registered owner of  
House No. 3 which you occupy as tenants.

Due to an earlier arrangement between client  
and his brother, Mr. Choo Kok Hoe, Mr Choo Kok Hoe  
was allowed to lease and collect the rent for the  
house. We are instructed that to date you have been  
paying Mr. Choo Kok Hoe your rent as tenants.

20

We hereby give you notice that client has  
revoked his earlier permission given to his brother,  
Mr. Choo Kok Hoe to lease and collect rent of the  
house and that you are to pay all future rents to us  
as client's solicitors. Please be informed that if  
you do not comply with this notice, we have no  
alternative but to take client's instructions on  
the necessary legal action.

Yours faithfully,

Sgd. David Marshall

30

c.c. Mr. Choo Kok Beng,  
11-C Hindoo Road,  
Singapore, 8.

c.c. Mr. Choo Kok Hoe,  
No. 15 Norris Road,  
Singapore.

PAB 1-138

Letter, David Marshall to The Occupiers,  
House No. 17, Jalan Jermin - 21st May 1971

EXHIBITS

PAB 1-138  
Letter, David  
Marshall to  
The Occupiers  
House no. 17  
Jalan Jermin  
21st May 1971

DAVID MARSHALL  
Advocates & Solicitors

1st Floor  
Bank of China Chambers,  
Singapore 1.

Our ref: CSY/12/71/RO

Your ref:

21st May, 1971

The Occupiers

House No. 17, Jalan Jermin,  
Singapore, 13..

A.R. REGISTERED

10

Dear Sirs,

We act for Mr. Choo Kok Beng of 11-C Hindoo  
Road, Singapore, 8, who is the registered owner of  
House No. 17 which you occupy as tenants.

Due to an earlier arrangement between client  
and his brother, Mr. Choo Kok Hoe, Mr. Choo Kok Hoe  
was allowed to lease and collect the rent for the  
house. We are instructed that to date you have been  
paying Mr. Choo Kok Hoe your rent as tenants.

20

We hereby give you notice that client has  
revoked his earlier permission given to his brother,  
Mr. Choo Kok Hoe to lease and collect rent of the  
house and that you are to pay all future rents to  
us as client's solicitors. Please be informed that  
if you do not comply with this notice, we have no  
alternative but to take client's instructions on  
the necessary legal action.

Yours faithfully,

Sgd. David Marshall

30

c.c. Mr. Choo Kok Beng,  
11-C Hindoo Road,  
Singapore, 8.

c.c. Mr. Choo Kok Hoe,  
No. 15, Norris Road,  
Singapore.

PAB 1-138 - Letter, David Marshall to The  
Occupiers of House No. 15, Jalan Jermin  
21st May 1971

EXHIBITS

PAB 1-138  
Letter, David  
Marshall to  
The Occupiers  
of House No.  
15 Jalan  
Jermin  
21st May 1971

DAVID MARSHALL  
Advocates & Solicitors

1st Floor,  
Bank of China Chambers,  
Singapore 1.

Our ref: CSY/12/71/RO  
Your ref:

A.R. REGISTERED

Telephone 95244

21st May, 1971

10 The Occupiers,  
House No. 15, Jalan Jermin,  
Singapore, 13.

Dear Sirs,

We act for Mr. Choo Kok Beng of 11-C Hindoo  
Road, Singapore, 8, who is the registered owner of  
House No. 15 which you occupy as tenants.

20 Due to an earlier arrangement between client  
and his brother, Mr. Choo Kok Hoe, Mr. Choo Kok Hoe  
was allowed to lease and collect the rent for the  
house. We are instructed that to date you have been  
paying Mr. Choo Kok Hoe your rent as tenants.

We hereby give you notice that client has  
revoked his earlier permission given to his brother,  
Mr. Choo Kok Hoe to lease and collect rent of the  
house and that you are to pay all future rents to us  
as client's solicitors. Please be informed that if  
you do not comply with this notice, we have no  
alternative but to take client's instructions on  
the necessary legal action.

30 Yours faithfully,

David Marshall

c.c. Mr. Choo Kok Beng,  
11-C Hindoo Road,  
Singapore, 8.

c.c. Mr. Choo Kok Hoe,  
No. 15 Norris Road,  
Singapore.

EXHIBITS

PAB 1-138 - Letter, David Marshall to The  
Occupiers of House No. 5, Jalan Jermin  
21st May 1971

PAB 1-138  
Letter, David  
Marshall to  
The Occupiers  
of House No. 5,  
Jalan Jermin  
21st May 1971

DAVID MARSHALL  
Advocates & Solicitors

1st Floor  
Bank of China Chambers,  
Singapore 1.

Our ref: CSY/12/71/RO  
Your ref:

21st May, 1971

The Occupiers,  
House No. 5, Jalan Jermin,  
Singapore, 13.

A.R. REGISTERED

10

Dear Sirs,

We act for Mr. Choo Kok Beng of 11-C Hindoo  
Road, Singapore, 8, who is the registered owner of  
House No. 5 which you occupy as tenants.

Due to an earlier arrangement between client  
and his brother, Mr. Choo Kok Leong, Mr. Choo Kok  
Leong was allowed to lease and collect the rent for  
the house. We are instructed that to date you have  
been paying Mr. Choo Kok Leong your rent as tenants.

20

We hereby give you notice that client has  
revoked his earlier permission given to his brother,  
Mr. Choo Kok Leong to lease and collect rent of the  
house and that you are to pay all future rents to us  
as client's solicitors. Please be informed that if  
you do not comply with this notice, we have no  
alternative but to take client's instructions on  
the necessary legal action.

Yours faithfully,

Sgd. David Marshall

30

c.c. Mr. Choo Kok Beng,  
11-C Hindoo Road,  
Singapore, 8.

c.c. Mr. Choo Kok Leong,  
8 Norfolk Road,  
Singapore, 8.

PAB 1-138 - Letter, David Marshall to Choo  
Kok Leong - 21st May, 1971

EXHIBITS

PAB 1-138  
Letter,  
David Marshall  
to Choo Kok  
Leong - 21st  
May, 1971

DAVID MARSHALL  
Advocates & Solicitors

1st Floor,  
Bank of China Chambers,  
Singapore, 1.

Our ref: CSY/12 /71/RO  
Your ref:

21st May, 1971.

10 Mr. Choo Kok Leong,  
No. 8 Norfolk Road,  
Singapore, 8.

A.R. REGISTERED

Dear Sir,

re: House Nos. 5 & 7 Jalan Jermin

We act for your brother, Mr. Choo Kok Beng of  
11-C Hindoo Road, Singapore, 8, who is the  
registered owner of the abovementioned houses.

20 We are instructed that some time in 1966 you  
and your other brothers, Mr. Choo Kok Hoe and Mr.  
Choo Koh Eng informed client that you and they wished  
to exchange your and their own houses for client's  
semi-detached houses at Jalan Jermin when the said  
semi-detached houses were built. You and they also  
promised in accordance with this agreement to transfer  
certain of your and their own houses to client by the  
end of 1968. It is unnecessary to specify here what  
the said houses are. Client informs us that to date  
none of these promises have been kept.

30 We are instructed that after the abovementioned  
houses were constructed in 1967, client permitted you  
to collect the rents of the abovementioned houses.  
Client informs us that as regards House No. 7, your  
son moved in on or around 1st February, 1971 and that  
he pays no rent. Client has instructed us that as  
you have to date not kept your promise to transfer  
your houses in exchange for client's houses, he no  
longer wishes to hold you to your promise, but he  
wishes to revoke his earlier permission to you to  
collect rent for the abovementioned houses.

40 Accordingly, we hereby give you notice that all  
rents for House Nos. 5 and 7, Jalan Jermin payable by  
the present tenants will now be collected by client  
himself. Please be informed that as regards House  
No. 7 which is presently occupied by your son, client  
wishes to charge a rent. Alternatively, if your son  
does not wish to pay rent, he can choose to vacate  
the said house at the expiration of any period of  
notice which client may propose to give him.

50 Please inform us of your decision as regards  
House No. 7 and whether your son wishes to occupy the  
said house at a monthly rent to be decided by client.

Yours faithfully,

Sgd. David Marshall

c.c. to Mr. Choo Kok Beng.

EXHIBITS

PAB 1-138 - Letter, David Marshall to Choo  
Kok Hoe - 22nd May, 1971

PAB 1-138  
Letter, David  
Marshall to  
Choo Kok Hoe  
22nd May 1971

DAVID MARSHALL  
Advocates & Solicitors

1st Floor,  
Bank of China Chambers,  
Singapore, 1.

Our ref: GSY/12/71/RO  
Your ref:  
Telephone 95244

22nd May, 1971

Mr. Choo Kok Hoe  
15 Norris Road,  
Singapore 8.

A.R. REGISTERED

10

Dear Sir,

re: Primary Application Land 2994 to  
3003 Mukim XXIV land at Jalan  
Jermin, Singapore

We act for your brother, Mr. Choo Kok Beng of  
11-C Hindoo Road, Singapore, 8.

We are instructed that client allowed you to  
act as his agent with regard to his abovementioned  
property and that client is both the legal and  
beneficial owner of the above property which he  
bought with his own money in 1954 from one Madam  
Kuah Siew Eng (m.w.). In consistent with this, the  
said property was registered in his name.

20

Some time soon after client purchased the  
above-mentioned property, client handed to you the  
sum of \$200,000 in cash in the presence of his wife,  
Madam Tan Sai Eng. We are instructed that as you  
were a businessman and needed ready cash and as you  
had been helpful to client in negotiating purchases  
of property for him, client had handed the said money  
to you for safe keeping until such time as he  
required you to return the said sum to him.

30

Some time in 1962, client informed you that he  
would like to have his money back for the purpose of  
building 10 semi-detached houses on his abovementioned  
property in Jalan Jermin. However, as you were  
unable to return the said sum to client, you agreed  
to undertake the construction of 10 semi-detached  
houses on client's abovementioned property, that the  
houses would be valued at \$187,000 and that you would  
pay the balance being \$13,000 to client in full  
settlement in 1966. Client informs us that you did  
pay this \$13,000 to him some time in 1966.

40

We are further instructed that some time in  
1966, you and your other brothers, Mr. Choo Kok Leong  
and Choo Koh Eng informed client that you and they  
wished to exchange your and their own houses for

client's semi-detached houses at Jalan Jermin when the said semi-detached houses were built. You and they also promised in accordance with this agreement to transfer certain of your and their own houses to client by the end of 1968. It is unnecessary to state here what the said houses are. Client informed us that to date none of these promises have been kept.

EXHIBITS

PAB 1-138  
Letter, David  
Marshall to  
Choo Kok Hoe  
22nd May 1971  
(cont'd)

10 When the semi-detached houses were built in  
1967, client allowed you and your said two brothers  
to collect the rent of the houses allotted to you and  
them. We are instructed that House Nos. 1, 3, 15  
and 17 Jalan Jermin were allotted to you by client,  
and, that your children presently occupy House No.  
1 Jalan Jermin and pay no rent at all, and that you  
receive rent from tenants occupying House Nos. 3, 15  
and 17. We have in our file a letter dated 18th  
October, 1968 from you to client in which you have  
acknowledged that you have been receiving rent of the  
20 houses allotted to you from the time that the same  
were built and during the period that they were  
rented out, and that you would pay for all assessments  
due on the said premises and for road making charges  
as apportioned and that you would also be liable for  
all income tax in respect of rents received by you  
for the said premises.

30 As client was a busy man and also a Government  
servant at the relevant time, he delegated authority  
with regard to the said property to you as his agent.  
Accordingly, when client desired to have an issue of  
ten title deeds with regard to the 10 semi-detached  
houses on his property instead of the five prior title  
deeds, he asked you to instruct Messrs. Lee & Lee for  
the purpose of application for new title deeds.

40 Subsequently, Messrs. Lee & Lee were informed  
of client's legal rights and client in fact paid the  
said firm's bill No. 7 of 1970 dated 2nd January,  
1970 as professional charges with regard to client's  
property. However, we have been informed by Messrs.  
Lee & Lee that you have claimed a lien over the said  
property. As a result, client has to date been  
unable to recover his prior title deeds from Messrs.  
Lee & Lee.

We hereby give you notice that unless you give  
us proof of your claim of a lien, we have no alter-  
native but to take the necessary legal action against  
you.

50 Client has instructed us that as you have to  
date not kept your promise to transfer your houses  
in exchange for client's houses, he no longer wishes  
to hold you to your promise but he is anxious to



EXHIBITS

PAB 1-138  
Letter, David  
Marshall to  
Choo Kok Hoe  
22nd May 1971  
(cont'd)

recover his 5 prior title deeds and that he wishes to revoke his earlier permission to you to collect rent for the semi-detached houses allotted by him to you.

Accordingly, we hereby give you notice that all rents for House Nos. 3, 15 and 17, Jalan Jermin payable by the present tenants will now be collected by client himself. Please be informed that as regards House No. 1 which is presently occupied by your children, client wishes to charge a rent. 10  
Alternatively, if your children do not wish to pay rent, they can choose to vacate the said house at the expiration of any period of notice which client may propose to give them.

We are sending notices to the occupiers of House Nos. 3, 15 and 17 to instruct the present tenants that all future rent is to be paid to us as client's solicitors.

Please inform us of your decision as regards House No. 1 and whether your children would still wish to occupy the said house at a monthly rent to be decided by client. 20

Yours faithfully,

Sgd. David Marshall

c.c. Mr. Choo Kok Beng,  
11-C Hindoo Road,  
Singapore, 8.

PAB 1-138 - Letter, Choo Kok Hoe to David  
Marshall - 19th June 1971

EXHIBITS

PAB 1-138  
Letter, Choo  
Kok Hoe to  
David Marshall  
19th June 1971

A.R. REGISTERED

DATE STAMPED  
21 JUNE 1971

CHOO KOK HOE,  
15 Norris Road,  
Singapore, 8.  
19th June 1971.

Mr. David Marshall,  
Bank of China Chambers,  
Singapore, 1.

Dear Sir,

Primary Application - Lot 2994  
to 3003 Km. XXIV - Land at Jalan  
Jermin, Singapore  
-----

Your A.R. Registered letter, CSY/12/71/RO,  
dated 22nd May, 1971 refer. I have to inform you  
that the abovementioned properties were bought by me  
with my money and registered them in my brother's  
name, Mr. Choo Kok Beng.

Your client's allegations ~~are~~ were fictitious.

It was I who wanted to have the properties  
conveyanced into 10 separate Deeds that on the 20th  
May, 1968, I handed the title deeds referring to the  
above properties to Miss Irene Ng of Messrs. Lee & Lee  
with instructions to obtain a separate certificate of  
Title for each property.

The new certificate of Title of Houses Nos. 1, 3,  
15 and 17 to be conveyance to myself, Nos. 5 and 7 to  
Mr. Choo Kok Leong, No. 9 to Mr. Choo Eng Hai, No. 11  
to Mr. Choo Koh Eng, Nos. 19 and 21 to Mr. Choo Kok  
Beng.

Your client called on Miss Ng on 15th October,  
1968 when the Statutory Declaration and Primary  
Application were ready and had executed the Documents  
after we signed the acknowledgement letters which  
were in your file.

On March 1969 I was informed by Miss Ng that  
one Prior Deed, conveyance (Registered in Volume  
1179 No. 98) was required by the Registrar of  
Titles. I informed Miss Ng that the Deed in question  
was mislaid by me. Miss Ng informed me that a  
Statutory Declaration of long possession would do  
and had a copy sent to your client calling him to  
execute it. Your client has been putting off whenever

EXHIBITS

PAB 1-138

Letter, Choo  
Kok Hoe to  
David Marshall  
19th June 1971  
(cont'd)

I have the chance of seeing him saying he was too busy, will go over to Lee & Lee when he is free.

I received a letter from Miss Ng dated 8th June 1970 that your client had wrote her a letter with extremely derogatory remarks against her personally. I apologised to her on behalf of your client.

Now your client has retired from Government Service, much earlier than expected and had also claimed his pension. I regret that now he is tempted to claim that the said properties, merely registered in his name, belong to him. 10

Yours faithfully,  
Sgd. Choo Kok Hoe  
CHOO KOK HOE

PAB 1-138 - Letter, David Marshall to Mr.  
Ramachandran - 13th July 1971

EXHIBITS

PAB 1-138  
Letter,  
David Marshall  
to Mr.  
Ramachandran  
13th July 1971

DAVID MARSHALL  
Advocates & Solicitors

1st Floor,  
Bank of China Chambers,  
Singapore 1.

Our ref: CSY/12/71/RO

Your ref:

13th July, 1971

Mr. Ramachandran, s/o

Mr. N. Vengadachalam (deceased),  
No. 5, Jalan Jermin,  
Singapore, 13.

Dear Sir,

re: House No. 5, Jalan Jermin

We refer to our A.R. Registered letter dated  
21st May, 1971.

Our client, Mr Choo Kok Beng, instructs us that  
your deceased father, Mr. N. Vengadachalam, was the  
tenant of the above mentioned premises by an  
agreement with Mr. Choo Kok Leong until 1½ years ago  
when your said deceased father died and that since  
then you have occupied the above premises as tenant.  
Please let us know the nature and duration of your  
tenancy with the previous licensee of client, Mr.  
Choo Kok Leong.

We have to inform you that as you have received  
formal notice from us about the revocation of client's  
licence to Choo Kok Leong, it would be best that you  
seek legal advice as to the position you should take  
as regards the rent payable by you for occupation of  
the above premises.

We must inform you that nothing in our letter  
to you can be taken to imply that we have accepted  
you as tenant of the above premises.

Yours faithfully,

Sgd. David Marshall

c.c. client.

EXHIBITS

PAB 1-138 - Letter, David Marshall to  
Henry C.C. Choo - 13th July  
1971

PAB 1-138  
Letter,  
David Marshall  
to Henry C.C.  
Choo - 13th  
July 1971

DAVID MARSHALL  
Advocates & Solicitors

1st Floor  
Bank of China Chambers  
Singapore 1.

Our ref: CSY/12/71/RO  
Your ref:

13th July, 1971

Mr. Henry C.C. Choo,  
House No. 7, Jalan Jermin,  
Singapore, 13.

10

Dear Sir,

re: House No. 7, Jalan Jermin

We act for Mr. Choo Kok Beng of 11-C  
Hindoo Road, Singapore, 8, who is the registered  
owner of the abovementioned house.

We have to inform you that on the 21st May,  
1971, we gave formal notice to Choo Kok Leong,  
the previous licensee of the abovementioned house,  
that the said licence was revoked and that rent for  
the abovementioned house would now be collected by  
client himself.

20

We have to inform you that as Choo Kok Leong  
no longer has the right to collect rent of the above-  
mentioned house and that as you occupy the said  
house with his permission, it would be best that  
you take legal advice as to your position as regards  
the said house.

Yours faithfully,  
Sgd. David Marshall

30

c.c. client

PAB 1-138 - Letter David Marshall to Henry  
C.C. Choo - 20th September 1971

EXHIBITS

PAB 1-138  
Letter  
David Marshall  
to Henry C.C/  
Choo - 20th  
September  
1971

DAVID MARSHALL  
Advocates & Solicitors

1st Floor,  
Bank of China Chambers  
Singapore 1.

Your ref:  
Our ref: CSY/12/71/1C  
Telephone 95244

20th September, 1971.

10

Mr. Henry C.C. Choo,  
House No. 7, Jalan Jermin,  
Singapore, 13.

Dear Sir,

re: House No. 7, Jalan Jermin

Further to our letter of 13th July, 1971, we  
have to inform you that if you wish to avoid  
litigation you would be well-advised to pay such  
monthly rent as our client, the legal owner,  
requires, to client or to us as client's solicitors.

20

We trust you will give this matter your urgent  
consideration failing which our client will have no  
alternative but to enforce his sights at law against  
you in Court.

We might also add in such circumstances, our  
client will require you to quit the premises and  
unless a reply is received from you within fourteen  
days of date hereof, the usual Notice of Quit will  
be served on you.

Yours faithfully,

Sgd. David Marshall

30

c.c. Client:- Mr. Choo Kok Beng,  
11-C, Hindoo Road,  
Singapore 8.

EXHIBITS

PAB 1-138 - Letter, David Marshall to  
Mr. Ramachandran - 21st September  
1971

PAB 1-138  
Letter,  
David Marshall  
to Mr.  
Ramachandran  
21st September  
1971

DAVID MARSHALL  
Advocates & Solicitors  
Telephone 95244

1st Floor,  
Bank of China Chambers,  
Singapore 1.

Our ref: CSY/12/71/RO  
Your ref:

21st September, 1971

Mr. Ramachandran, s/o  
N. Vengadachalam, (deceased)  
No. 5, Jalan Jermin,  
Singapore, 13.

10

Dear Sir,

re: House No. 5, Jalan Jermin

We refer to our letter to you of the 21st  
May, 1971 to which we are without a reply.

We would remind you that if you pay rent to  
the wrong party, then rents for the same period will  
be payable to our client despite the fact that you  
have paid to some other party. This would of course  
place you in the rather unhappy position of having  
to pay rent twice over.

20

We would suggest that you seek the advice of  
solicitors to ascertain who is the legal owner of  
this property; your solicitors will in such a case  
advise you that the registered owner of this property  
is our client, Mr. Choo Kok Beng.

In the circumstances, if you wish to avoid  
litigation may we suggest that you pay the rent to  
our client or to us as our client's solicitors. If  
you so require, our client can enter into an  
arrangement to indemnify you against any claims from  
other parties in respect of the said rent.

30

Please give this matter your urgent  
consideration failing which our client will have no  
alternative but to enforce his rights at law against  
you in Court.

We might also add in such circumstances, our  
client will require you to quit the premises, and unless  
a reply is received from you within 14 days of date  
hereof, the usual Notice to Quit will be served on  
you.

Yours faithfully,  
Sgd. David Marshall

c.c. Mr. Choo Kok Beng.

PAB 1-138 - Letter, David Marshall to  
Choo Kok Leong -21st September, 1971

EXHIBITS

PAB 1-138  
Letter,  
David Marshall  
to Choo Kok  
Leong - 21st  
September 1971

DAVID MARSHALL  
Advocates & Solicitors

1st Floor,  
Bank of China Chambers,  
Singapore 1.

Telephone 95244  
Our ref: CSY/12/71/RO  
Your ref:

21st September, 1971

10 Mr. Choo Kok Leong,  
No. 8 Norfolk Road,  
Singapore, 8.

Dear Sir,

re: House Nos. 5 & 7 Jalan Jermin

We refer to our letter to you of the 21st May,  
1971 to which we are without a reply.

20 You will realise that you are merely avoiding  
the issue by not replying. On our client's  
instructions we are accordingly writing to your  
tenant of No. 5, Jalan Jermin and to your son, Henry  
C.C. Choo occupying No. 7, Jalan Jermin today in  
respect of the rental of the premises. If you have  
any queries on this matter, please refer them to us.

Yours faithfully,

Sgd. David Marshall

c.c. Mr. Choo Kok Beng,  
11-C Hindoo Road,  
Singapore, 8.



EXHIBITS

PAB 1-138  
Letter,  
David Marshall  
to Kwan Sam  
Hoi - 22nd  
September  
1971

PAB 1-138 - Letter, David Marshall to  
Kwan Sam Hoi - 22nd September  
1971

DAVID MARSHALL  
Advocates & Solicitors  
Telephone 95244

1st Floor,  
Bank of China Chambers,  
Singapore 1.

Your ref:  
Our ref: CSY/12/71/IC

Mr. Kwan Sam Hoi  
No. 15 Jalan Jermin,  
Singapore 13.

22nd September, 1971

10

Dear Sir,

re: No. 15 Jalan Jermin

We refer to our letters to you of the 21st May, 1971 and to your letter of 26th June, 1971 in reply these to and to our letter of 13th July, 1971.

We have to remind you that if you have been paying rent to any other party (and we have reason to believe that you may have been paying rent to Mr. Choo Kok Hoe) then notwithstanding such payment, you will still be liable to pay our client rent once again, as our client is the legal owner of the above property.

20

If however you wish to avoid the possibility of having to pay double rent, may we suggest that you pay the rent to us as our client's solicitors forthwith upon our undertaking not to part with the same for the time being, and upon our client's agreement to indemnify you against any claims in respect of the same rent by Mr. Choo Kok Hoe.

We trust that we will hear from you by return. If you should fail to reply agreeing to this suggestion, our client will have no alternative but to enforce his rights at law against you in Court, in which case our client would also seek to dispossess you.

30

If we do not hear from you within fourteen days of date hereof, we will take our client's instructions to serve on you the requisite Notice to Quit.

Yours faithfully,  
D.M.

40

c.c. Client:- Mr. Choo Kok Beng,  
11-C, Hindoo Road,  
Singapore 8.

PAB 1-138 - Letter, David Marshall to  
Oversea Chinese Banking Corporation -  
13th September 1972

EXHIBITS

PAB 1-138  
Letter,  
David Marshall  
to Oversea  
Chinese  
Banking Corpn.  
13th September  
1972

DAVID MARSHALL  
Advocates & Solicitors  
Telephone 95244

1st Floor,  
Bank of China Chambers,  
Singapore 1.

Our ref: CSY/12/71/MT  
Your ref:

13th September 1972

10 The Manager,  
Oversea-Chinese Banking Corporation Ltd.,  
North Branch,  
458-460 North Bridge Road,  
Singapore.

Dear Sir,

Re: Chin Choon Co. of 99 Albert Street,  
Singapore 7.

-----  
We act for Mr. Choo Kok Beng who has a claim  
against Mr. Choo Kok Hoe, a managing partner of the  
above company.

20 We have been instructed by our client that  
some time in the first quarter of 1966 he was given  
and did cash a cheque for \$13,000/- drawn on the  
account of the above mentioned company at your bank.

We would be grateful if you could check your  
records of the said account and let us have a  
photostatic copy of the cheque in question for which  
photostatic copy our client would be glad to pay  
your charges.

We look forward to an early reply.

30 Yours faithfully,

Sgd. David Marshall

c.c. Mr. Choo Kok Beng,  
11-C Hindoo Road,  
Singapore.

EXHIBITS

PAB 1-138  
Letter  
David Marshall  
to Oversea  
Chinese  
Banking Corpn.  
28th September  
1972

PAB 1-138, Letter David Marshall to  
Oversea Chinese Banking Corporation  
28th September 1972

DAVID MARSHALL  
Advocates & Solicitors  
Telephone 95244

1st Floor,  
Bank of China Chambers,  
Singapore 1.

Our ref: CSY/12/71/MT  
Your ref: LHBCKH

28th September 1972

The Manager,  
Oversea-Chinese Banking Corporation Ltd.,  
North Branch,  
458-462 North Bridge Road,  
Singapore 7.

10

Dear Sir,

Chin Choon Co. of 99 Albert Street,  
Singapore 7 - Cheque No. SN/5 236336  
d'd 27/12/65 for \$13,000/-

We thank you for your letter dated 26th  
September 1972 with enclosures and have pleasure  
in enclosing our cheque for \$5/- being your charges  
for the same.

20

Yours faithfully,  
Sgd. David Marshall

enc.

c.c. Mr. Choo Kok Beng,  
11-C Hindoo Road,  
Singapore.

PAB 1-138  
Letter  
David Marshall  
to Choo Kok  
Beng - 2nd  
October 1972

PAB 1-138, Letter David Marshall to Choo  
Kok Beng - 2nd October, 1972

DAVID MARSHALL  
Advocates & Solicitors

1st Floor, Bank of China  
Chambers,  
Singapore 1.

30

Our ref: CSY/12/71/MT  
Your ref:

2nd October 1972

Mr. Choo Kok Beng,  
11-C Hindoo Road,  
Singapore.

10

Dear Sir,

Land at Jalan Jermin, Singapore

We enclose herewith photostatic copies of a  
cheque No. SN/5 236336, dated 27th December 1965  
for the sum of \$13,000/0 for your information.

40

Yours faithfully,  
Sgd. David Marshall

enc.

PAB 1-138 Cheque in favour of  
Choo Kok Beng 27 December 1965

EXHIBITS

PAB 1-138  
Cheque in favour  
of Choo Kok Beng  
27 December 1965

SN 5 236336

Singapore. 27/12/1965

STAMP BY (111)

**OVERSEA-CHINESE BANKING CORPORATION LIMITED**  
(INCORPORATED IN SINGAPORE. HEAD OFFICE, SINGAPORE)  
SINGAPORE NORTH BRANCH. 分行坡小

Pay to the order of *Choo Kok Beng*

*Three Thousand* Dollars

THE CHARTERED BANKING CORPORATION  
SINGAPORE

CHIN CHOON COMPANY

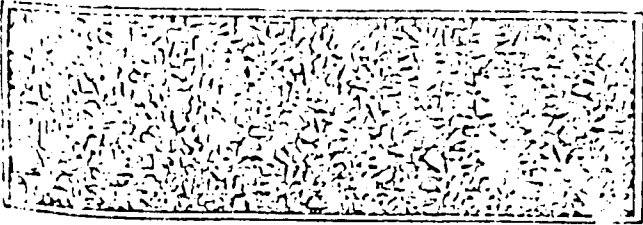
CHIN CHOON COMPANY

Partner.

銀取地知新在總行  
A/c No.

*Choo Kok Beng*

30/12/65



for 362

முதல் 20 நாட்களுக்குள் அல்லது ஆறாம் ஆற்றாண்டின் பிற்பகுதியில் 21 நாட்களுக்குள் தனது  
அறிவிப்பாளருக்கு மறுப்பு தெரிவிக்கவேண்டும். மறுப்பு தெரிவிப்பதற்கான ஏதாவது காரணம்...

EXHIBITS

PAB 1-138  
Letter,  
David Marshall  
to The  
Occupiers,  
House No. 17  
Jalan Jermin  
21st May, 1971

PAB 1-138, Letter, David Marshall to The  
Occupiers, House No. 17, Jalan Jermin  
21st May, 1971

DAVID MARSHALL  
Advocates & Solicitors

1st Floor,  
Bank of China Chambers,  
Singapore 1.

Our ref: CSY/12/71/RO  
Your ref:

21st May, 1971

The Occupiers,  
House No. 17, Jalan Jermin,  
Singapore, 13.

A.R. REGISTERED

10

Dear Sirs,

We act for Mr. Choo Kok Beng of 11-C Hindoo  
Road, Singapore, 8, who is the registered owner of  
House No. 17 which you occupy as tenants.

Due to an earlier arrangement between client  
and his brother, Mr. Choo Kok Hoe, Mr. Choo Kok Hoe  
was allowed to lease and collect the rent for the  
house. We are instructed that to date you have  
been paying Mr. Choo Kok Hoe your rent as tenants.

20

We hereby give you notice that client has  
revoked his earlier permission given to his brother,  
Mr. Choo Kok Hoe to lease and collect rent of the  
house and that you are to pay all future rents to  
us as client's solicitors. Please be informed  
that if you do not comply with this notice, we have  
no alternative but to take client's instructions  
on the necessary legal action.

Yours faithfully,

Sgd. David Marshall

30

c.c. Mr Choo Kok Beng,  
11-C Hindoo Road,  
Singapore, 8.

c.c. Mr. Choo Kok Hoe,  
No. 15 Norris Road,  
Singapore.

PAB 1-138, Undertaking, Choo Kok Hoe to  
Madam Chia Yee Sun - 14th August, 1975

EXHIBITS

PAB 1-138  
Undertaking  
Choo Kok Hoe  
to Madam Chia  
Yee Sun - 14th  
August 1975

Mr. Choo Kok Hoe  
No. 15 Norris Road  
Singapore

To: Madam Chia Yee Sun  
No. 423-3 Jalan Rumah Tinggi  
Block 37  
Singapore

UNDERTAKING

re: No. 17 Jalan Jermin, Singapore

As your landlord of the abovementioned premises  
I, Choo Kok Hoe the undersigned hereby acknowledge  
receipt from you of the sum of \$5,500.00 being  
arrears of rent for 25 months from 1st June 1971 to  
30th June 1973 at the monthly rent of \$220.00.

And I hereby undertake to indemnify you in  
full in respect of any claim demand action  
proceedings costs or expenses of any kind whatsoever  
which may arise in consequence of your paying the  
said arrears of rent to me.

Dated this 14th day of August, 1975.

Sgd. Choo Kok Hoe  
CHOO KOK HOE

Witness: Illegible  
Solicitor, Singapore.

EXHIBITS

PAB 1-138  
Undertaking  
Choo Kok Hoe  
to Madam Chia  
Yee Sun - 4th  
September  
1975

PAB 1-138, Undertaking, Choo Kok Hoe to  
Madam Chia Yee Sun -4th September, 1975

---

Mr. Choo Kok Hoe  
No. 15 Norris Road,  
Singapore.

Stamp Office  
00100 Singapore  
11 1X 76  
Stamp Office

To: Madam Chia Yee Sun  
No. 423-3 Jalan Rumah Tinggi  
Block 37  
Singapore

UNDERTAKING

10

re: No. 17 Jalan Jermin, Singapore

As your landlord of the abovementioned premises I, Choo Kok Hoe the undersigned hereby acknowledge receipt from you of the sum of \$5,720.00 being arrears of rent for 26 months from 1st July 1973 to 31st August 1975 at the monthly rent of \$220.00.

And I hereby undertake to indemnify you in full in respect of any claim demand action proceedings costs or expenses of any kind whatsoever which may arise in consequence of your paying the said arrears of rent to me.

20

Dated this 4th day of September 1975.

Sgd. Choo Kok Hoe  
CHOO KOK HOE

Witness Illegible  
Solicitor,  
Singapore.

PAB 1-138 - Letter, David Marshall to Lee  
& Lee - 22nd May, 1971

EXHIBITS  
PAB 1-138  
Letter,  
David Marshall  
to Lee & Lee  
22nd May, 1971

DAVID MARSHALL  
Advocates & Solicitors  
Telephone 95244

---

1st Floor,  
Bank of China Chambers,  
Singapore 1.

Our ref: CSY/12/71/RO  
Your ref:

22nd May, 1971

10

Messrs. Lee & Lee,  
I.C.B. Building,  
6th Floor,  
Singapore, 1.

Dear Sirs,

re: Primary Application Land 2994 to  
3003 Mukim XXIV land at Jalan  
Jermin, Singapore

-----

We act for Mr. Choo Kok Beng of No.11-C Hindoo  
Road, Singapore 8.

20

We are instructed that client is the registered  
owner of the above property (registered at Registry  
of Deeds in Volume 1179 Nos. 98 to 102 for Lot Nos.  
184 - 204, Nos. 184 - 205, 184 - 206, 184- 207, 184 -  
208 respectively all of Mukim XXIV.

30

Client informs us that on the instructions of  
his brother, Mr. Choo Kok Hoe who acted as agent for  
client, your office submitted a Primary Application  
on behalf of client to the Registrar of Titles with  
regard to client's property and that his property is  
tentatively referred to in the Registry of Titles as  
Lots 2994 - 3003 Mukim XXIV. We have also been  
informed that inter alia, you were aware subsequently  
that Mr. Choo Kok Hoe was acting on the instructions  
of client. Accordingly, you submitted a bill No.7  
of 1970 dated 2nd January, 1970 to client for  
professional charges with regard to the above-  
mentioned property. Our records show that the prior  
title deeds are still in your possession and that you  
have advised client to call over with Mr. Choo Kok  
Hoe to collect the same or to take legal proceedings  
to recover the said deeds.

40

In a telephone conversation today between your  
Miss Irene Ng and our Miss Chew, we were informed  
that you were instructed by Mr.Choo Kok Hoe that he  
has a lien over the property. Please let us know  
if any memoranda of lien or charge have been  
registered with regard to client's property by you



EXHIBITS

PAB 1-138  
Letter,  
David Marshall  
to Lee & Lee  
22nd May, 1971  
(contd.)

on Mr. Choo Kok Hoe's behalf in the Registry of Deeds. If not, please let us know if Mr. Choo Kok Hoe has in any way given you any evidence that he has an equitable lien or charge over client's property.

If in fact Mr. Choo Kok Hoe gives you no evidence of such said lien or charge, we are perturbed that client has been informed that he cannot recover his prior title deeds without Mr. Choo Kok Hoe's consent or without instituting legal proceedings. We are especially intrigued by your reluctance to surrender the title deeds to client especially in view of the fact that the title deeds are in the name of our client and he was the one who paid your bill for professional charges. Client is anxious to recover his prior title deeds and to take all necessary action consistent with ownership of the above property. Please let us know if you can do this as soon as possible.

10

Yours faithfully,

Sgd. David Marshall

20

c.c. Mr. Choo Kok Beng,  
11-C Hindoo Road,  
Singapore, 8.

PAB 1-138 - Letter, David Marshall to  
Comptroller of Property Tax - 19th June  
1971

EXHIBITS

PAB 1-138  
Letter,  
David Marshall  
to Comptroller  
of Property  
Tax - 19th  
June 1971

DAVID MARSHALL  
Advocates & Solicitors

1st Floor,  
Bank of China Chambers,  
Singapore 1.

Telephone 95244

Our ref: CSY/12/71/RO

Your ref: A.F. (HKS)

19th June, 1971

10 Comptroller of Property Tax,  
City Hall,  
Singapore, 6.

Dear Sir,

re: House Nos. 1 & 9 Jalan Jermin

We refer to your letter of 10th June, 1971, in  
which you asked for documentary evidence of client's  
claim to ownership of the above mentioned houses.

20 We have to inform you that the title deeds of  
the land on which the above houses are built are  
with Messrs. Lee & Lee, client's former solicitors,  
and that we have requested and are still waiting for  
the return thereof.

80 Client instructs us that he permitted his  
brothers Choo Kok Hoe and Choo Koh Eng to occupy and<sup>2</sup>  
to pay the property tax at House Nos. 1 & 9 Jalan  
Jermin respectively after the construction of the  
said houses was complete some time in 1967. Due to  
an oversight of client when the said houses were  
built, client did not inform Property Tax Division  
of his ownership of the said houses. It was only  
recently that client discovered that Choo Kok Hoe  
and Choo Eng Hai (eldest son of Choo Koh Eng) had  
registered House Nos. 1 & 9, Jalan Jermin  
respectively in their names.

40 We have to inform you that there is a dispute  
over the ownership of the said houses between  
client and his brothers, Choo Kok Hoe and Choo Koh  
Eng. We are waiting for the final answers from  
Messrs. Lee & Lee as to the return of the above-  
mentioned title deeds to a number of properties  
including the abovementioned houses. If client is  
unable to obtain the return of his title deeds, he  
is contemplating instituting legal proceedings  
against his brothers for the return thereof.

As to the documentary evidence to substantiate

EXHIBITS

PAB 1-138

Letter,

David

Marshall to

Comptroller

of Property

Tax - 19th

June 1971

(cont'd)

client's claim to ownership of the abovementioned houses, we are forwarding photostatic copies of the following:-

- (1) Carbon copy of clearance form dated 27th February, 1967 sent to the Chief Building Surveyor by the head of sanitary section, P.W.D., Singapore, with regard to Lots 184 204-208, Jalan Jermin (provisional numbers 1, 3, 5, 7, 9, 11, 15, 17, 19 & 2E) with carbon copies to architects (Messrs. Chung Swee Poey & Sons) and to owner, (Mr. Choo Kok Beng). 10
- (2) Letter dated 19th February, 1968 to architects, Messrs. Chung Swee Poey & Sons from Chief Building Surveyor with carbon copy to Mr. Choo Kok Beng.
- (3) Carbon copy of payment bill form dated 24th January, 1968 with copy of letter dated 9th January, 1968 from accountant-general, Singapore, attaches addressed to Choo Kok Beng with regard to balance of deposit for sewer connection at Jalan Jermin on lots 184 204 - 208 (Job 1233/66). 20
- (4) Photostatic copy of statutory declaration declared at Singapore on 15th October, 1968 with particular reference to paragraphs 7(f) and (j).

Please inform us as to the exact date on which the abovementioned houses were registered in the names of Choo Kok Hoe and Choo Eng Hai. We have to inform you that there has been no transfer of the said properties made by client for the benefit of Choo Kok Hoe and Choo Eng Hai or any persons whatsoever. 30

We trust that the documentary evidence that is forwarded by us will satisfy you as to the authenticity of client's claim and that if so, you will rectify the error in your register.

Yours faithfully,

Sgd. David Marshall

c.c. Mr. Choo Kok Beng,  
11-C, Hindoo Road,  
Singapore, 8.

40

PAB 1-138 - Letter, David Marshall to  
Comptroller of Property Tax - 10th July  
1971

EXHIBITS

PAB 1-138  
Letter,  
David  
Marshall to  
Comptroller  
of Property  
Tax - 10th  
July 1971

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DAVID MARSHALL                  1st Floor,  
Advocates & Solicitors    Bank of China Chambers,  
   Singapore 1.  
Telephone 95244

Our ref: CSY/12/71/RO  
Your ref: A.F. (HKS)                  10th July, 1971

10    We would appreciate it if in future there are any  
      letters written to your Department as regards the  
      above mentioned houses giving you new instructions  
      as to the     (illegible)        assessment bills, you  
      would communicate with     (illegible)  
      before you act on any such instructions.

   Sgd. David Marshall  
The Comptroller  
Property Tax Department,  
City Hall,  
Singapore, 6.

Attention: Mr. Hong Kwok Sang

20    Dear Sir,

   re: Property Tax Assessment for House  
   Nos. 3, 5, 7, 11, 15 & 17, Jalan  
   Jermin

      We refer to our letter of 19th June, 1971 which  
      dealt with your queries as regards House Nos. 1 and  
      9 Jalan Jermin. Please let us know what the position  
      is.

30    Client instructs us that as regards House Nos.  
      3, 5, 7, 11, 15 and 17 in Jalan Jermin, he paid the  
      property tax assessments for the first half of 1971  
      (Your Ref. PTC/H8372/25 etc/71).

40    Client informs us that some time last year, a  
      letter dated 30th July, 1970 was addressed to your  
      Department purporting to be written on behalf of  
      client and requesting that property tax assessment  
      bills be sent in future to No. 8, Norfolk Road as  
      regards House Nos. 5 and 7, Jalan Jermin and to 15  
      Norris Road as regards House Nos. 3, 15 and 17  
      Client subsequently clarified with your Department  
      that the letter was not written by him and that he  
      had given no such direction to your Department.  
      Accordingly, the error was rectified and bills were  
      sent to client at his proper address. Client,  
      however, asked for a photo copy of the letter dated  
      30th July, 1970, but to date, he has not received it.  
      We would appreciate it if you could let us have the  
      said photo copy for our information.

EXHIBITS

PAB 1-138  
Letter,  
David  
Marshall to  
Comptroller  
of Property  
Tax - 10th  
July 1971  
(cont'd)

As regards House No. 11, Jalan Jermin, client did not receive the property tax assessment for the second half of 1971 although he paid the first assessment for the first half of 1971. Please confirm that this assessment will be sent to client at his proper address and let us know if you have again received any letter purported to be written by client giving you instructions to send the assessment bill for house No. 11 to another address. If there is such a letter, please let us have a photo copy thereof. We undertake to pay your usual charges for the said photo copies.

10

We would appreciate it if in future there are any letters written to your Department as regards the above mentioned houses giving you new instructions as to the sending of the assessment bills, you would communicate with us as client's solicitors before you act on any such instructions.

Yours faithfully,

Sgd. David Marshall

20

c.c. Mr. Choo Kok Beng,  
11-C Hindoo Road,  
Singapore, 8.

Defendants Agreed Bundle of Documents

EXHIBITS

DAB 1-207 - District Judge's Transcript of  
evidence in D.C. Summonses No. 1394/72 -  
26th 27th and 28th March, 1973

DAB 1-207  
District  
Judge's  
Transcript of  
evidence in  
D.C. Summonses  
No. 1394/72  
26th 27th &  
28th March  
1973

26th March 1973

IN OPEN COURT

Before Me.

DC Summons  
No. 1394/72

Sd. K.T. Alexander  
District Judge

10 Choo Kok Beng Plaintiff  
And  
1. Choo Kok Hoe  
2. Choo Kok Leong Defendants

Miss Chew for Plaintiff  
Mr. Peter Yap for Defendants

P.W.l. Mathalamani Nathan sworn speaking in  
English. Living at 16 Mayflower Lane. Enforcement  
Officer, P.W.D.

20 I produce A/C No. 17746 in respect of Road  
making Charges relating to Lot 397-3 T.S. XVIII.  
The bill was sent to one Choo Kok Beng at 99 Albert  
St. (Original produced and examined. Copy marked  
P.1).

The last known address of Mr. Choo Kok Beng  
as obtained from the Registry of Title deeds was  
11-C Hindoo Road. Mr. Choo Kok Beng wrote to us on  
26.12.70 acknowledging the above bill and informing  
the change of address.

30 On 9.3.71 I received a letter from Mr. Choo  
Kok Beng asking for a receipt for the money paid in  
settlement of the road making bill. On 17.3.71 we  
wrote back to Mr Choo Kok Beng informing him that  
a receipt had already been sent to him at 11-C  
Hindoo Road and enclosing a duplicate copy of that  
receipt. I produce a certified true Copy of such  
receipt (P.2.)

We had no correspondence from a person named  
Choo Kok Hoe or anyone else.

Xxn Yap:

40 Payment was made by a cheque on O.C.B.C. 1-185  
dated 4.3.71 for \$2626.49. As for as our records

EXHIBITS

DAB 1-207  
District  
Judge's  
Transcript of  
evidence in  
D.C. Summonses  
No. 1394/72  
26th 27th &  
28th March  
1973  
(cont'd)

show there was no letter accompanying that cheque. The information shown on this cheque tallies with that on the receipt (D.1). I identify these as the original bill (D.2) made out by P.W.D. in the name of Choo Kok Beng and the original receipt for \$2626.49 issued by P.W.D. (D.3).

We make out the road making charges in the name of the owners of the relevant property. We get the name of such owners from the Title Deeds in the Registry of Title Deeds.

10

I refer to the letter dated 26.12.70 wherein Mr. Choo Kok Beng inquires whether the bill for road making has already been paid for and we replied on 16.2.71 that the bill dated 2.2.70 had not been settled.

Rexd:

No Question.

Before Me  
Sd. K.T. Alexander

P.W.2 Abdullah Amin bin Haji Amboo Sooloh affirmed speaking in English. Living at 39 Lorong Marican. Clerk M/s Rodyk & Davidson, Advocates & Solicitors.

20

I identify these documents as the ones issued by my firm M/s Rodyk & Davidson (P.3).

Xxn Yap:

I am not the clerk in charge of conveyancing. I have no personal knowledge of the dealings in respect of the documents P.3. This receipt P.3A acknowledge cheque from Chin Choon & Co. for \$253/- to credit of Choo Kok Beng.

30

Rexd: No Question.

Before Me  
Sd. K.T. Alexander

P.W.3 Toh Wai Seng affirmed speaking in English. Living at 90-B Telok Blanga Road. Clerk Property Tax Division Inland Revenue Dept.

I have before me the file of A.C No 930 3478. It concerns Lot 397-3 T.S. XVIII. The owners name in the Valuation List is one Choo Kok Beng of 11-C Hindoo Road (Singapore 8). The record I have are from the year 1961 only and not prior to that.

40

We received a letter dated 16.10.69 from Mr. Choo Kok Beng informing us that the assessments bills should thereafter be sent to him at 11-C

Hindoo Road in respect of the 2 properties 396-1 and 397-3. I cannot say who or how the bills for assessment of property tax was paid. I do not have any correspondence in this file from Chin Choon Co. or Choo Kok Hoe.

Xxn Yap:

10 I do not know what happened to the records prior to the year 1961. The earliest letter is dated 1969 in this year. The letter says that notice should be sent to 11-C Hindoo Road instead of 99 Albert Street (Letter marked P.4). I identify these bundle of papers as the originals of assessment notices and receipts in the name of Choo Kok Beng of 99 Albert Street in respect of property Lot 397-3 T.S. XVIII (D.4).

Rexd:

20 There was an inquiry in 1972 from Solicitors for Choo Kok Beng why assessment was in respect of 1 Lot 397-3 and we replied that the lot 396-1 is not yet subject to assessment.

Before Me.  
Sd. K.T. Alexander

P.W.4 Choo Keng Lee affirmed speaking in English. Living at 11-C Hindoo Road. Student.

30 Plaintiff is my father. In 1961 I heard my father talk to my uncle Choo Kok Hoe about licensing the property at Keng Lee Road. I do not know the conditions. I also heard my father say that the licence fee of \$35/- will be set off against the water and electricity charges of the house at 11-C Hindoo Road.

Xxn Yap:

40 In 1961 I was studying in Primary VI. Class. I have no idea which part of 1961 the conversation took place. I do not play any games and so when any visitor comes to the house I am usually around. I have no idea how many visitors my father had in 1961. I cannot say how many times my uncle visited my father in 1961. I can remember only one conversation about licensing the property between my father and my uncle. I cannot remember what my uncle and father talked about on other occasions in 1961 when my uncle visited my father. In 1961 I was in Primary VI Class and was not helping my father in his business concerns. I had no part in the conversation. I just happened to hear the 1961 conversation. I cannot remember what other things they were talking about. This is the only thing I can remember. My mother was also there.

EXHIBITS

DAB 1-207  
District  
Judge's  
Transcript of  
evidence in  
D.C. Summonses  
No. 1394/72  
26th 27th &  
28th March  
1973  
(cont'd)



EXHIBITS

DAB 1-207  
District  
Judge's  
Transcript of  
evidence in  
D.C.Summonses  
No. 1394/72  
26th 27th &  
28th March  
1973  
(cont'd)

I cannot remember whether there were other people around. I gathered that licence meant permission to use the land.

I cannot give any reason why I remember this conversation about the licence and not the rest of the conversation on that day or any other occasion.

I arrived from Australia on Friday 23.3.73. While I was in Australia my father knew that I knew something and asked me to come down to Singapore. I do not know how my father knew that I knew something. We did not discuss the matter after I came down from Australia. Since 1961 I have not discussed with my father about the conversation I had listened to; not even once.

10

My father wrote to me while I was in Australia that I had to come down to Singapore to give evidence in Court about my listening to the conversation between my father and uncle in 1961.

After I arrived from Australia on 23.3.73 I discussed with my father about the particular conversation in 1961.

20

[Miss Chew says that her instructions are that she is not relying on this witnesses evidence in support of her case]

Rexd: No Question.

Before Me.  
Sd. K.T. Alexander

P.W.5 Prem Kumar affirmed speaking in English. Living at 11-C Hindoo Road. Private tutor.

I paid a rent of \$45/- to Mr. Choo Kok Hoe's son every month for my tenancy at Hindoo Road. I paid rent to the son and sometime to Choo Kok Hoe. This is one such rent receipt (P.5).

30

Xxn Yap:

No Question.

Before Me  
Sd. K.T. Alexander

P.W.6 Tan Sai Eng affirmed speaking in Hokkien. Living at 11-C Hindoo Road. Housewife.

Choo Kok Beng is my husband. I got married in 1947.

40

In the Year 1943 or 1944 my father gave me nearly \$50,000/- in currency notes. My father was

running a farm and I helped him in his farm at Lorong Tai Seng. My father had some money. During the war he made some money by farming. I had the money in a glass container and buried it in the ground.

At the time of my marriage I dug out the money and kept it in my husband house. I gave him all the money in 1950 and he did the money.

10 In 1949 my husband borrowed \$6000/- from me to buy the land at Keng Lee Road. He repaid the loan to me after one month. My husband still keeps the money in the house with him.

The price of the property is \$12,000/-. My husband paid the whole money. He asked his elder brother Choo Kok Hoe to buy the land for him.

p.p. 2.30 p.m.

Sd. K.T. Alexander

Resumed at 2.30 p.m.  
Court as in the morning.

20 P.W.6 (on her former affirmation)

X Miss Chew:

My father was a licenced opium smoker. He was not in good health. I have got my 3 share certificates with me (shows). I paid about \$19,000/- for these shares. I saw my husband hand over the money \$12,000/- to his brother in the beginning of 1949 at my house. I did not hear them say anything.

30 A few days earlier my husband discussed buying the Keng Lee Road property with me. At that time he said he would ask his elder brother Choo Kok Hoe, to buy the property for him.

My mother's name is Ong Ah Chia. She died in Singapore. Before her death she had property of her own. She owned one house at Norris Road No. 32. She had asked Choo Kok Hoe to buy the property for her. My mother told me so.

40 After buying the Keng Lee Road property he did nothing until 1961 when he allowed Kok Hoe to make use of the property, to store contractors goods. I heard Choo Kok Hoe ask my husband permission to use the property and my husband allowing its use to him. That was all.

On another day I heard Kok Hoe agree to pay \$35/- p.m. as rent. (Corrects). Both happened on

EXHIBITS

DAB 1-207  
District  
Judge's  
Transcript of  
evidence in  
D.C. Summonses  
No. 1394/72  
26th 27th &  
28th March  
1973  
(cont'd)

EXHIBITS

DAB 1-207  
District  
Judge's  
Transcript of  
evidence in  
D.C. Summonses  
No. 1394/72  
26th 27th &  
28th March  
1973  
(cont'd)

the same day. I have not seen Choo Kok Hoe pay any money to my husband towards rent.

My husband has paid more money to Kok Hoe to buy other properties for him. There was dispute over that property also. I saw my husband give a receipt for the rent of the land to Choo Kok Hoe. It was given 1 month after the agreement. I have seen my husband hand over such receipts one at a time but on many occasions.

Xxn Yap:

10

The conversation about renting the property was in the beginning of 1961. About January 1961 I heard the word rent being used during the conversation.

The defendant Kok Hoe has married my elder sister.

In 1943 I had 3 elder sisters, 1 younger sister and 1 younger brother - natural born and 2 girls and 1 boy - adopted by my father. In 1943 all of them were helping my father at the farm. The land of the farm did not belong to my father. I saw him pay \$5/- or \$6/- p.m. as rent.

20

I deny that my father was not a man of substantial means. I do not know whether he paid in equal share to my other sisters and brothers.

The \$50,000 was given not in one lump sum but over a period of 1 or 2 years during Japanese occupation.

I deny that the story of \$50,000/- is a made up story.

My husband had enough money to buy the Keng Lee Road property but he wanted to borrow \$6000/- from me because he believed my money would bring luck to him.

30

In 1947 my husband was a clerk in Post Office. I did not know his salary. He was not to my knowledge earning money from any other sources.

The other property was bought after this property and I saw \$13,100 being given to defendant on one occasion in 1954. It was handed in Cash in 2 lump sums.

40

In 1954 my husband also made a loan of \$50,000/- to his brother Choo Kok Hoe. I do not know whether it was repaid. This was towards the end of 1954.

In 1957 I saw my husband give his brother \$12,700/- in cash in respect of the property 37 Veerasamy Road. On other occasion it was for loan and not for buying property. In 1956 I saw my husband give his brother another loan of \$50,000/- and in 1958 another sum of \$50,000/- and in 1959 another \$50,000/-.

I have seen the property in Keng Lee Road before and after it was bought by my husband.

10 In 1960 we moved to Hindoo Road. We stayed there free of rent. At Norris Road I and my husband stayed with defendant and paid \$120/- p.m. for board and lodging.

p.p. 11 a.m. on 27.3.73.

Sd. K.T. Alexander

27th March 1973

IN OPEN COURT

Before Me

Sd. K.T. Alexander  
District Judge

EXHIBITS

DAB 1-207  
District  
Judge's  
Transcript of  
evidence in  
D.C.Summonses  
No. 1394/72  
26th 27th &  
28th March  
1973  
(cont'd)

20 DC Summons  
No. 1394/72.

Part Heard.

Choo Kok Beng

Plaintiff

And

1. Choo Kok Hoe
2. Choo Kok Leong

Defendants

Miss Chew for Plaintiff  
Mr. Peter Yap for Defendants

30 P.W.6 (on former affirmation).

Xxn Yap:

40 I reimbursed Choo Kok Hoe \$35/- p.m. for water and electricity charges at Hindoo Road. I paid for a few months until in 1961 Choo Kok Hoe rented the Keng Lee Road property for \$35/- p.m. when we set off the 2 payments against one another. The sum of \$35/- for P.U.B. charges was paid to Choo Kok Hoe from August 1968 to beginning of 1961. I usually paid the \$35/- in the Company of my husband at Choo Kok Hoe's house because he lived nearby and we went over to his house practically every night.

EXHIBITS

DAB 1-207  
District  
Judge's  
Transcript of  
evidence in  
D.C. Summons  
No. 1394/72  
26th 27th &  
28th March  
1973  
(cont'd)

The house at Hindoo Road belonged to Choo Kok Leong, but Choo Kok Hoe was the man in charge of these things (house) and Choo Kok Leong took no interest in these things (house).

Rexd: No question.

Before me  
Sd. K.T. Alexander

P.W.7 Choo Kok Beng affirmed speaking in English. Living at 11-C Hindoo Road. Pensioner.

I produce a certified copy of the Title Deed of my 2 properties at Keng Lee Road (P.6). The original of the Title Deed is in my possession. 10

I asked my brother to bid at the auction at Nassim & Co., for the Keng Lee Road properties because as a government servant I did not wish to be seen bidding properties at public auctions. He agreed to buy for me. So he went to the auction, bid for the property, paid the advance money and afterwards told me that he had succeeded in buying the property for me. 20

Most probably on the day of the auction I paid him \$3000/- in cash. Later when he told me I had to pay the balance, I paid him over \$9000/- in cash. Sometime later he handed over to me the Title Deeds of the property.

Before I paid the 2nd instalment of \$9000/- and odd to my brother I had borrowed \$6000/- from my wife and put \$3000/- odd of my own money and paid it to my brother.

In 1961 my brother came to my house and asked my permission for him to make use of my Keng Lee Road property for storing his goods. I agreed. It was also agreed that he should pay \$35/- p.m. for use of the property. 30

A few months prior to his asking my permission I had moved into 11-C Hindoo Road and paid him \$35/- p.m. as my share of water and electricity charges at that place.

It was also agreed that this rent of \$35/- p.m. would be set off against the \$35/- p.m. I owed for water and electricity. So I only gave him a receipt for the sum of \$35/- for the use of my land. No money actually passed thereafter. 40

In 1970 I stopped issuing receipts because I wanted to raise the sum to \$1000/- p.m. Later I approached my lawyer to make him pay more as licence

fee. My lawyer wrote a letter to him. I produce the copy (Mr. Yap agrees that his client had received the original of the letter. Copy marked P.7). He send me no reply to my letter. Then I instructed my Counsel to proceed with the action to get him out of the property. I produce the copy of the notice to quit (Yap admits receiving the same - marked P.8).

EXHIBITS

DAB 1-207  
District  
Judge's  
Transcript of  
evidence in  
D.C.Summonses  
No. 1394/72  
26th 27th &  
28th March  
1973  
(cont'd)

10 I did not get any receipt from Mr. Choo Kok Hoe for the \$3000/- and \$9000/- and odd I paid him. I did not ask him for the receipt, because I had complete trust in him. He was my elder brother, born of the same father and mother and living together since childhood. I paid the legal charges. I have not the bill of costs.

20 In 1949 I did not have a banking account. The reason was that I had a lot of money and I did not want others to suspect that I had a lot of money. I made the money during Japanese occupation doing business, buying and selling goods, such as textiles, tin foods and brandy and whisky. I had kept it a secret, as most of the goods were bought from Japanese soldiers. At the end of the war I had about \$350,000/- in British Currency Notes with me. I kept the money in a secret place at home.

30 I did not work at the Post Office in 1942 or end of 1943. After that I went and worked in the Post Office. I joined the Postal Dept. in 1936 at \$60/- p.m. I retired in 1969. I was then drawing a salary of \$955/- p.m. I produce the certificate of retirement (P.9).

I paid the assessment in respect of the Keng Lee Road property by refunding in cash the amount paid by my brother until the end of 1969 when I received the assessment notice at my residence at Hindoo Road and thereafter I paid direct.

p.p. 2.30 p.m.

Sd. K.T. Alexander

40 Resumed at 2.30 p.m.

Parties as in the morning.

P.W. 7 (on former affirmation).

X Chew:

During the time Choo Kok Hoe paid the assessment, I did not ask him for the receipts. I trusted him so I did not ask moreover if he did not pay the assessments I would know when the property is put for auction. The assessment notice was sent to Albert Street up to my letter dated 16.10.69. When the bill is paid by him I ask him how much he

EXHIBITS

DAB 1-207

District

Judge's

Transcript of  
evidence in

D.C. Summonses

No. 1394/72

26th 27th &

28th March

1973

(cont'd)

paid for it, and then I refund the amount in cash to him. After 1969 I paid the bills direct. These bills were paid by me (P.10).

I asked him to pay the road making charges as he was making use of the property at a rent of \$35/- p.m. He paid. I asked P.W.D. to send me a duplicate receipt as I had not received a receipt. I did not refund this money to him. I did not ask P.W.D. for a receipt but asked them for confirmation that payment had been made and they sent me a duplicate receipt.

10

I pay income tax; I show the rent of \$35/- p.m. received from the Keng Lee Road property in the Income tax returns. I produce 2 such returns for 1964 and 1970, 1971 and 1972 showing the rents declared in respect of the Keng Lee Road property (P.11).

I produce a letter I received in 1968 in respect of my Keng Lee Road property from the Income tax Dept. (P.12) and the reply thereto (P.13).

20

I think I paid income tax before the year 1964.

I collected rent from one chief tenant in the Keng Lee Road property until 1954. The house was demolished after 1954. S. Suppiah was the tenant. The tenants were ejected by my Counsel H.E. Cashin of M/s Rodyk & Davidson and the house was demolished by Government. I paid Cashin the legal charges. P.3 and P.3A show the receipts. Regarding P.3A I gave cash to my brother who gave me a cheque for like amount and I took the cheque and paid it to the lawyers who issued this receipt (P.3A).

30

In 1951 I wrote to the architect to prepare a plan to erect a house on my Keng Lee Road property. This is copy of that letter (P.14).

I produce the counterfoil of receipts. I issued for rent to Choo Kok Hoe for the Keng Lee Road property (P.15) for 1965 - 1969. I did not keep the other counterfoils.

This is the Court order permitting the sale of the Keng Lee Road property to Choo Kok Hoe (P.16) and so his name appears in the Title Deed of the property as the original Purchaser. This was because at the auction he gave his own name as the purchaser.

40

Mr. Choo Kok Hoe gave me the original Title Deeds, with the Court order (P.16) and the previous Titles to me. The possession or Title Deeds are with me at home.

This is the Birth Certificate of my eldest son (P.17). He was named Choo Keng Lee because I had already bought his property at Keng Lee Road.

EXHIBITS

DAB 1-207  
District  
Judge's  
Transcript of  
evidence in  
D.C.Summonses  
No. 1394/72  
26th 27th &  
28th March  
1973  
(cont'd)

I moved to Hindoo Road in 1960. The property belong to Choo Kok Leong but Choo Kok Hoe looks after the property and I made arrangements with Choo Kok Hoe to stay there without paying any rent. I do not pay any rent because Choo Kok Hoe offered the place to me free of rent when I was about to vacate my Govt. quarters, and also because I had lent him a lot of money.

I used Choo Kok Hoe to buy my other properties.

In 1948 I used him to buy one property at 211, Paya Lebar Road. I have got only one quarter share in the property. Other 3 brothers share the property with me. Choo Kok Hoe is one of them.

In 1954 I used him to buy 5 pieces of property at Jalan Jermin. That property is in my name.

In 1957 I used him to buy me a property 37 Veerasamy Road. That is also in my name only. I have got the Title deeds of the above properties except the Paya Lebar property which was sold in the same year.

Xxn Yap:

I know the sale was with the existing tenant on it even before I bought it.

In 1949 my salary was roughly about \$300/- p.m. apart from that I joined tontine and made some money that way. That is all. I had some income from my properties. I had also some shares and dividends.

I did not pay Kok Hoe any other sum except the \$3000/- and \$9000/- and odd. I think I made the first payment on 22.3.1949. I had written it on some paper. That paper is not with me now. I found that paper sometime at the end of 1972. I made the entry on the same date as I paid the money.

I gave defendant \$9000/- and odd on 21.7.1949. That entry was also contained in the same paper as above. It is possible that the 2nd entry may have been on another paper. I am not sure.

I cannot remember how long after the 2nd payment I got the Title Deeds. I am sure it was received by me in the same year 1949 and not in 1969.

I am a superstitious person.

p.p. 28/3/73 at 2.30 p.m.

Sd. K.T. Alexander



EXHIBITS

DAB 1-207  
District  
Judge's  
Transcript of  
evidence in  
D.C.Summonses  
No. 1394/72  
26th 27th &  
28th March  
1973  
(cont'd)

28th March 1973

IN OPEN COURT

Before Me.

Sd. K.T. Alexander  
District Judge

D C Summons  
No. 1394/72

Choo Kok Beng

Plaintiff

And

- 1. Choo Kok Hoe
- 2. Choo Kok Leong

Defendants

10

Miss Chew for Plaintiff  
Mr. Peter Yap for Defendants.

P.W.8 Syn Ronnie sworn speaking in English.  
Living at 19 Tosca St. Auctioner and Valuer. Nassim  
& Co.

This is letter dated 20.3.73 was written by me  
(P.18). The contents of this document are true.

Xxn Yap:  
No question.

Before Me.  
Sd. K.T. Alexander

20

P.W.9 Lim Gok Tang affirmed speaking in  
English. Living at 42-A KimPong Road. Clerk of  
Allen & Gledhill.

On 26.2.1948 \$8621.55 was paid to Nassim & Co.  
in respect of the property 211 Paya Lebar. I  
produce a true copy of the relevant ledger account  
(P.19).

Xxn: No question.

Before Me.  
Sd. K.T. Alexander

30

P.W.7 (on former affirmation).

Xxn Yap:

I was only 5 years old when my father died.  
I first got married in 1943 and later again 1947.  
At the time of my second marriage I was living at  
15 Norris Road. In 1955 I shifted to Bukit Timah  
Postal Quarters. In 1956 I shifted to Geylang Postal  
Office Quarters. In 1960 I shifted to Hindoo Road.  
Throughout my wife was staying with me. In respect  
of 37 Veerasamy Road, I collected rent from her as  
Chief tenant.

40

There was another chief tenant formerly who transferred the Chief tenancy to my wife and so she became the chief tenant of the Veerasamy Road house. The transfer was in 1959.

EXHIBITS

DAB 1-207  
District  
Judge's  
Transcript of  
evidence in  
D.C. Summonses  
No. 1394/72  
26th 27th &  
28th March  
1973  
(cont'd)

10 During the Japanese war I lived at 99 Albert Street. During the whole of the Japanese occupation I was doing business of buying and selling. After the occupation I gave up business completely. In 1945 I must have been getting a salary of \$250/- p.m. I gave up business because I wanted to continue in govt. services.

Because I was thrifty my brother knew that I had considerable money immediately after the war. I kept my money as a secret. I did not want them to know how much money I had. The money was hid at secret place at home.

20 In 1969 I had retired from the Post Office and was able to do the work in respect of my properties. So I wrote to the Property Tax Division to send notices to me direct. The Veerasamy property and assessment I paid direct from 1.1.68 and thereafter Keng Lee Road property. The main reason was that I wanted the assessment notices to be sent to me and I wanted the assessment to be paid direct by me. I told Choo Kok Hoe that I was going to write to Property Tax Division to send the notices direct to me. He was agreeable to my suggestion. In spite of my complete trust in him I issued him with receipts for the licence fee of the property. I thought this had to be done so. I was in the habit of issuing receipts to my wife in respect of the Veerasamy Road Property. I may be able to produce it. I remember tendering it in a case where my wife and a subtenant were parties.

30 In respect of the Jalan Jermin Property I was paying assessment direct I think from 1967 after two houses there had been completed. The rest of the houses Choo Kok Hoe paid the assessment until about 2 years ago when I started paying the assessment direct.

40 In 1966 there was an arrangement to exchange houses with my 3 brothers and although the Jalan Jermin houses were mine I agreed to exchange all the houses there except two with some of their houses to be given to me. So my brother Choo Kok Hoe was paying the assessment for all the properties at Jalan Jermin except 2 houses. This exchange arrangement failed. So I claimed all my properties back and started paying assessment directly since 2 years ago. The agreement for exchanging properties was made in 1966 that the exchange should take place in 1968 which failed to take place.

EXHIBITS

DAB 1-207  
District  
Judge's  
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D.C.Summonses  
No. 1394/72  
26th 27th &  
28th March  
1973  
(cont'd)

In 1966 the arrangement was made that they would transfer some properties to me in 1968. In view of that arrangement my 3 brothers paid the assessment of the 8 houses for 1967, 1968 until 2 years ago. I have not refunded to them the assessment they paid for the period since 1967. I have refunded to Choo Kok Hoe all assessment he paid until 1966.

p.p. 31.5.73, 1.6.73 and 4.6.73 at 10 a.m.

Sd. K.T. Alexander

10

TRUE COPY

(Sd) K.T. Alexander  
District Judge

Examined by me  
Sgd. Illegible  
Clerk

CERTIFIED TRUE COPY  
Sgd. Illegible  
Registrar,  
Subordinate Courts,  
Singapore.  
11/7/73

20

DAB 1-207 - Letter, Laycock & Ong to Choo  
Kok Hoe - 16th March, 1954

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EXHIBITS

DAB 1-207  
Letter  
Laycock & Ong  
to Choo Kok  
Hoe - 16th  
March 1954

LAYCOCK & ONG  
Advocates & Solicitors

Nunes Buildings,  
Malacca Street,  
Singapore.

KGC/MY

16th March, 1954

Dear Sir,

re: Land off Macpherson Road  
-----

We thank you for your cheque of today's date.

10 We send herewith our official receipt for  
\$13,344.32.

Yours faithfully,

To: Mr. Choo Kok Hoe,  
99 Albert Street,  
Singapore.

---

DAB 1-207 - Receipt - 16th March, 1954

---

DAB 1-207  
Receipt  
16th March  
1954

Stamp

LAYCOCK & ONG

Singapore 16 MAR 1954

No. B 312

20 \$13,344/32

re: Land off MacPherson Road.

Received from Mr. Choo Kok Hoe the sum of  
Dollars Thirteen thousand three hundred and forty-  
four and cents thirty-two only the balance of  
purchase money.

Laycock & Ong.

Received  
\$13,344.32  
Date 16/3/54

EXHIBITS

DAB 1-207 - Letter, Lee & Lee to Choo Kok  
Hoe - 25th February 1957

DAB 1-207

Letter, Lee &  
Lee to Choo  
Kok Hoe - 25th  
February 1957

LEE & LEE  
Advocates & Solicitors

10B Malacca Street  
(2nd Floor),  
Singapore, 1.

Your reference:  
Our reference : KGC/MY

Telephone: 27667  
Cable Address "KYLEGAL"

25th February 1957

Mr. Choo Kok Hoe,  
99 Albert Street,  
Singapore.

10

Dear Sir,

re: Sale of Land at Jalan  
Sikudangan Lot 184-215  
of Mk. XXIV

The sale of this property is due to be  
completed on the 28th February, 1957.

We give below the completion account made up  
as follows:-

Purchase price	\$5,760.00	20
Less apportionment of assessment	<u>6.12</u>	
	5,753.88	
Less our costs as per Bill No. 22 of 1957	<u>45.00</u>	
	\$5,708.88	
	=====	

The amount due to you on completion will be  
\$5,708.88.

Please make an appointment with the writer  
to execute the conveyance.

30

Please bring the latest assessment receipt  
for our inspection and return.

Yours faithfully,

Sgd. Lee & Lee

Encl:

DAB 1-207 - Letter, Lee & Lee to Choo Kok  
Hoe - 11th March 1969

EXHIBITS

DAB 1-207  
Letter, Lee &  
Lee to Choo  
Kok Hoe - 11th  
March 1969

LEE & LEE  
Advocates & Solicitors

10-B Malacca Street,  
(2nd Floor),  
Singapore 1.  
Telephone 74667  
Cable Address "KYLEGAL"

Your reference:  
Our reference : IN/OY/217/68

11th March 1969.

Mr. Choo Kok Hoe,  
No. 15 Norris Road,  
SINGAPORE.

Dear Sir,

Re: Land at Jalan Jermin  
=====

We have received the Registrar of Title's  
letter and would be much obliged if you will kindly  
call in to see our Miss Ng at your earliest  
convenience.

Yours faithfully,

Sgd. Lee & Lee

EXHIBITS

DAB 1-207 - Receipt for Title Deeds and Documents - 20th May 1968

DAB 1-207  
Receipt for  
Title Deeds  
and Documents  
20th May 1968

SCHEDULE OF TITLE DEEDS RELATING TO  
land at Jalan Belangkas off  
MacPherson Road - Lot 184-208 of  
Mukim XXIV.

<u>Date</u>	<u>Nature of Documents</u>	<u>Registration Vol.</u>	<u>No.</u>	<u>Parties</u>	
21.9.1951	Conveyance	1111	75	Goh Lee Tng & Anor. to Liau Yang Hoon	10
23.5.1952	Conveyance	1140	19	Liau Yang Hoon to Chong Thian Siew	
23.5.1952	Conveyance together with Acknowledgment for Production dated 8.9.1951	1140	20	Khoo Siaw Hua to Chong Thian Siew.	
27.3.1954	Conveyance	1179	98	Kuah Siew Eng to Choo Kok Beng	20
27.3.1954	Conveyance	1179	99	Kuah Siew Eng to Choo Kok Beng	
27.3.1954	Conveyance	1179	100	Kuah Siew Eng to Choo Kok Beng	
27.3.1954	Conveyance	1179	101	Kuah Siew Eng to Choo Kok Beng.	
27.3.1954	Conveyance	1179	102	Kuah Siew Eng to Choo Kok Beng	

Received from Mr. Choo Kok Beng the abovenamed deeds and documents 30

Dated this 20th day of May 1968.

Sd Illegible

DAB 1-207, Letter, Lee & Lee to Choo Kok  
Hoe - 29th October, 1969

EXHIBITS

DAB 1-207,  
Letter, Lee &  
Lee to Choo  
Kok Hoe - 29th  
October, 1969

LEE & LEE  
Advocates & Solicitors

I.C.B. Building  
6th Floor,  
Shenton Way,  
Singapore 1.  
Telephone: 74667  
Cable Address "KYLEGAL"

Your reference :  
Our reference : IN/OY/217/68

Mr. Choo Kok Hoe,  
No. 15 Norris Road,  
SINGAPORE

29th October 1969

URGENT

Dear Sir,

Re: Primary Application - Lots  
2994 to 3003 Mk. XXIV, Land  
at Jalan Jermin, Singapore

As we have previously received instructions  
respecting the above matter from you we write to  
inform you that on 25th August 1969 we advised Mr.  
Choo Kok Beng to call in to swear a Statutory  
Declaration required by the Registrar of Titles.  
A copy of the Statutory Declaration was sent to him  
for perusal.

We have since written reminders to Mr. Choo  
Kok Beng on the 15th September and 13th October.  
The Registrar of Titles have written us further  
letters dated 13th August 13th September and 25th  
October requesting us to complete the matter. We  
understand that the Registrar of Titles is not  
prepared to hold the title deeds of the property  
indefinitely.

We shall be much obliged if you will let us  
know what Mr. Choo Kok Beng proposes to do about the  
matter.

Yours faithfully,  
Sgd. Lee & Lee



EXHIBITS

DAB 1-207- Letter, Lee & Lee to Choo Kok  
Hoe - 13th November 1969

DAB 1-207

Letter, Lee &  
Lee to Choo

Kok Hoe - 13th November 1969  
LEE & LEE  
Advocates & Solicitors

I.C.B. Building  
6th Floor,  
Shenton Way,  
Singapore 1.  
Telephone 74667  
Cable Address "KYLEGAL"

Your reference:  
Our reference : IN/OY/217/68

Mr. Choo Kok Hoe,  
No. 15 Norris Road,  
SINGAPORE.

13th November 1969

10

Dear Sir,

Re: Primary Application - Lots  
2994 to 3003 Mk. XXIV, Land  
at Jalan Jermin, Singapore  
=====

Mr. Choo Kok Beng has called in to see us  
on the 11th instant and instructs that we are not to  
take any further instructions from you.

Would you kindly call in with Mr. Choo Kok  
Beng to see our Mrs. Lee as soon as possible. Please  
telephone for an appointment. 20

Yours faithfully,

Sgd. Lee & Lee

DAB 1-207 - Letter, Choo Kok Hoe to Lee  
& Lee - 25th November, 1969

EXHIBITS

DAB 1-207  
Letter, Choo  
Kok Hoe to  
Lee & Lee  
25th November  
1969

CHOO KOK HOE,  
15 Norris Road,  
Singapore 8.  
25th November 1969.

Messrs. Lee and Lee,  
I.C.B. Building, 6th Floor,  
Shenton Way,  
Singapore 1.

Dear Sirs,

re: Lots 2994 to 3003, Mk. XXIV,  
Land at Jalan Jermin, S'pore.

I have handed to your Miss Irene Ng on the 20th  
May, 1968, the title deeds referring to the above  
property with instructions to obtain a separate  
certificate of Title for each property.

The new certificate of titles of House Nos. 1,  
3, 17, 15 to conveyance to myself, Nos, 5 and 7 to  
Mr. Choo Kok Leong, No. 9 to Mr. Choo Eng Hai, No.  
11 to Mr. Choo Koh Eng, Nos. 19 and 21 to Mr. Choo  
Kok Beng.

My brother, Mr. Choo Kok Beng, called on your  
Miss Ng on the 15th October 1968 when the Statutory  
Declaration and primary application were ready and  
had signed the documents.

On March 1969 I was informed by Miss Ng that  
one prior deed, conveyance (registered in Volume  
1179 No. 98) was required by the Registrar of Titles.  
I informed Miss Ng that the Deed in question was  
mislaidd by me. Miss Ng informed me that a  
Statutory Declaration of Long possession would do and  
had a copy sent to Mr. Choo Kok Beng, calling him to  
execute it.

He has been putting off whenever I have the  
chance of seeing him.

Since he refused to proceed with the application  
he signed on the 15th October 1968. I, hereby,  
instruct you to return me the deeds in question or  
keep them for me pending my legal proceedings against  
Mr. Choo Kok Beng.

Yours faithfully,  
Sgd. Choo Kok Hoe  
CHOO KOK HOE

EXHIBITS

DAB 1-207 - Letter, Lee & Lee to Choo  
Kok Beng - 8th June, 1970

DAB 1-207

Letter, Lee &

Lee to Choo

Kok Beng - 8th

June, 1970

LEE & LEE  
Advocates & Solicitors

Your reference:  
Our reference: IN/WSK/217/68

I.C.B. Building  
6th Floor,  
Shenton Way,  
Singapore 1.  
Telephone 74667  
CABLE ADDRESS KYLEGAL

Mr. Choo Kok Beng,  
No. 11-C, Hindoo Road,  
Singapore, 8.

8th June, 1970

10

Dear Sir,

Re: Primary Application -  
Lots 2994 to 3000 Mukim  
XXIV, Land at Jalan Jermin,  
Singapore.

We have your letter of the 4th instant.

We wish to inform you that we have no desire  
to retain the deeds of the above property longer  
than necessary. We are prepared to hand over the  
deeds to whoever the Court should direct.

20

You may proceed to take whatever legal  
proceedings you consider necessary.

Yours faithfully,

Sgd. Lee & Lee

c.c. to: Mr. Choo Kok Hoe  
No. 15 Norris Road,  
Singapore.

DAB 1-207 - Letter, Lee & Lee to Choo Kok  
Hoe - 27th May, 1971

EXHIBITS

DAB 1-207  
Letter, Lee &  
Lee to Choo  
Kok Hoe - 27th  
May 1971

LEE & LEE  
Advocates & Solicitors

U R G E N T

I.C.B. Building,  
6th Floor,  
Shenton Way,  
Singapore 1.  
Telephone 74667  
Cable Address "KYLEGAL"

Your reference:  
Our reference : IN/PS/217/68

Mr. Choo Kok Hoe  
No. 15 Norris Road,  
Singapore.

27th May 1971

Dear Sir,

re: Primary Application - Lots  
2994 to 3000 Mukim XXIV.  
Land at Jalan Jermin,  
Singapore  
-----

We have received a letter from Mr. David  
Marshall for Mr. Choo Kok Beng, requesting the  
return of the title deeds of the above property  
to Mr. Choo Kok Beng.

Kindly call in to our office within seven (7)  
days from date hereof, failing which we shall  
forward the title deeds to Mr. Choo Kok Beng's  
Solicitor without further notice to you.

Yours faithfully,

Sgd. Lee & Lee

EXHIBITS

DAB 1-207 - Letter, David Marshall to  
Choo Kok Hoe - 24th June  
1971

DAB 1-207  
Letter, David  
Marshall to  
Choo Kok Hoe  
24th June  
1971

DAVID MARSHALL  
Advocates & Solicitors

1st Floor,  
Bank of China Chambers  
Singapore 1.

Our ref: CSY/12/71/RO  
Your ref:

24th June, 1971

Mr. Choo Kok Hoe,  
15 Norris Road,  
Singapore, 8.

10

Dear Sir,

re: Primary Application - Lot  
2994 to 3003 Mk. XXIV - Land  
at Jalan Jermin, Singapore  
-----

We are in receipt of your letter dated 16th  
June, 1971 and are taking client's instructions  
thereon.

Yours faithfully,

Sgd. David Marshall

20

DAB 1-207 - Letter, Lee & Lee to Choo  
Kok Hoe - 29th June, 1971

EXHIBITS

DAB 1-207  
Letter, Lee &  
Lee to Choo  
Kok Hoe - 29th  
June 1971

LEE & LEE  
Advocates & Solicitors

I.C.B. Building,  
6th Floor,  
Shenton Way,  
Singapore 1.  
Telephone 74667  
Cable Address KYLEGAL

Your reference:

Our reference: DL/NLC/217/68

A.R. Registered

29th June, 1971

Mr. Choo Kok Hoe,  
No. 15 Norris Road,  
Singapore 8.

Dear Sir,

re: Land at Jalan Jermin  
-----

Choo Kok Beng alleges that he is the beneficial owner of the property and has demanded the return of the title deeds. On the other hand, the title deeds were handed over to us for which acknowledgment was given in the name of Choo Kok Beng. You also claim that you are the beneficial owner without however producing any evidence of title.

We are retaining the title deeds at your requests and will interplead in the event Choo Kok Beng institutes proceedings for the return of the title deeds.

We hereby give you notice that in the event any costs is incurred by us resulting from your request, we will hold you responsible.

Yours faithfully,

Sgd. Lee & Lee

EXHIBITS

DAB 1-207 - Letter, David Marshall to  
Choo Kok Hoe - 17th December 1971

DAB1-207  
Letter, David  
Marshall to  
Choo Kok Hoe  
17th December  
1971

CSY/67/71/IC

17th December 1971

Mr. Choo Kok Hoe,  
15 Norris Road,  
Singapore.8.

Dear Sir,

re: Land in Keng Lee Road, Lots  
396-1-397-3 - Town Subdivision  
XVIII District of Rochore

10

We act for Mr. Choo Kok Beng with regard to the above-mentioned land of which he is the owner.

We are instructed that our client gave you a licence sometime in 1961 to use the above land at the licence fee of \$35/- per month for purposes of Chin Choon and Co. of which you are a partner.

We are aware that there was an arrangement between you and our client under which our client occupied 11-C Hindoo Road, (In which we understand you have an interest) free of rent while you occupied certain houses of our client in Jalan Jermin free of rent.

20

Our client, however, did pay for his consumption of electricity and water at 11-C Hindoo Road which came up to about \$35/- every month. This said amount for consumption of electricity and water due from our client was accordingly cancelled by rent due to our client being \$35/- from you.

We are instructed that in January, 1970 our client sounded you on increasing the said licence fee for the above land, but that you refused to agree to such increase. Our client did not take action then as you and he are brothers and he did not want to create any strained atmosphere in the family. However, since the said refusal our client has refused to issue rent receipt for the above land.

30

We are instructed that our client has decided to increase the licence rent from \$35/- per month to \$1,000/- per month.

40

We trust you will agree that this is a very reasonable rate as the area of the land under licence amounts to about 24,734 square feet.

Accordingly, our client would require you to

sign a licence agreement in which the new licence fee will be included. Our client would like the initial duration of the agreement to be one year renewable at your option and provided that he agrees to such renewal.

WE HEREBY GIVE YOU FORMAL NOTICE that unless you give us a definite reply within 2 weeks of date hereof as to whether you would want to continue the said licence at the said new licence fee we have instructions to give you notice to quit.

Yours faithfully,  
D.M.

EXHIBITS

DAB 1-207  
Letter, David  
Marshall to  
Choo Kok Hoe  
17th December  
1971  
(cont'd)



EXHIBITS

DAB 1-207 - Letter, David Marshall to  
Choo Koh Eng - 21st May 1971

DAB 1-207  
Letter, David  
Marshall to  
Choo Koh Eng  
21st May 1971

DAVID MARSHALL  
Advocates & Solicitors  
Telephone : 95244

1st Floor,  
Bank of China Chambers ,  
Singapore 1.  
21st May , 1971

Our ref: CSY/12/71/RO  
Your ref: A.R. REGISTERED

Mr. Choo Koh Eng,  
No. 8 Norfolk Road,  
Singapore, 8.

10

Dear Sir,

re: House Nos. 9 & 11 Jalan Jermin

We act for your brother, Mr. Choo Kok Beng of  
11-C Hindoo Road, Singapore 8, who is the registered  
owner of the abovementioned houses.

We are instructed that some time in 1966 you  
and your other brothers, Mr. Choo Kok Hoe and Mr.  
Choo Kok Leong informed client that you and they  
wish to exchange your and their own houses for  
client's semi-detached houses at Jalan Jermin when  
the said semi-detached houses were built. You and  
they also promised in accordance with this  
agreement to transfer certain of your and their own  
houses to client by the end of 1968. It is unnecessary  
to specify here what the said houses are. Client  
informs us that to date none of these promises have  
been kept.

20

We are instructed that after the above-  
mentioned houses were constructed in 1967, client  
permitted you to collect the rents of the above-  
mentioned houses. Client informs us that as regards  
House No. 9, your son occupied it since the said  
house had been constructed and that he pays no rent.

30

Client has instructed us that as you have to  
date not kept your promise to transfer your houses  
in exchange for client's houses, he no longer  
wishes to hold you to your promise but he wishes to  
revoke his earlier permission to you to collect rent  
for the abovementioned houses.

40

Accordingly, we hereby give you notice that  
all rents for House Nos. 9 and 11 Jalan Jermin  
payable by the present tenants will now be collected  
by client himself. Please be informed that as  
regards House No. 9 which is presently occupied by

your son, client wishes to charge a rent.  
Alternatively, if your son does not wish to pay  
rent, he can choose to vacate the said house at  
the expiration of any period of notice which  
client may propose to give him.

Please inform us of your decision as regards  
house No. 9 and whether your son wishes to occupy  
the said house at a monthly rent to be decided by  
client.

Yours faithfully,  
Sgd. David Marshall

EXHIBITS

DAB 1-207  
Letter, David  
Marshall to  
Choo Koh Eng  
21st May 1971  
(cont'd)

10

EXHIBITS

DAB 1-207 - Letter, J.B. Jeyaretnam Co  
to David Marshall - 23rd July  
1971

DAB 1-207  
Letter, J.B.  
Jeyaretnam  
& Co. to  
David Marshall  
23rd July 1971

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J.B. JEYARETNAM & CO.      Advocates and Solicitors  
Our ref: HCJ/LR/174-71(C)      No. 1501-1504 Tunas Building  
Your ref: CSY/12/71/R      114 Anson Road,  
Singapore 2  
Telephone 2200555/6

Messrs. David Marshall,      23rd July 1971  
Singapore.

10

Dear Sirs,

re: Partnership of Chin Choon  
Company - No. 9 & 11 Jalan  
Jermin

---

We have been instructed to act for Mr. Choo Kok Eng and for Mr. Choo Kok Beng in connection with the above properties and your letters to our clients culminating on your letter of the 13th instant to Mr. Choo Eng Hai has been handed to us.

Our instructions are that although these properties are registered in the name of Mr. Choo Kok Beng as legal owner our client Mr. Choo Kok Eng is the owner in equity and Mr. Choo Kok Beng holds these properties upon trust to transfer the same to Mr. Choo Kok Eng or to his direction.

20

Direction has already been given through Mr. Choo Kok Hoe for the transfer of No. 9 Jalan Jermin into the name of Mr. Choo Eng Hai.

We write to give you formal notice on behalf of your client that your client forthwith take immediate steps to transfer No. 9 Jalan Jermin into the name of the said Choo Eng Hai and No. 11 Jalan Jermin into the name of the said Choo Kok Eng. Kindly forward to us the title deeds for the said two houses to enable us to prepare the transfers for your client's execution. Take note that if your client should fail to comply with this notice within one week of the date hereof our client will take such legal action as we shall advise to compel your client to convey the said properties as aforesaid.

30

40

Yours faithfully,  
Sgd. J.B. Jeyaretnam & Co.

c.c. Client.

DAB 1-207 - Letter, David Marshall to J.B.  
Jeyaretnam & Co. - 27th July  
1971

EXHIBITS

DAB 1-207  
Letter, David  
Marshall to  
J.B. Jeyaret-  
nam & Co.  
27th July 1971

DAVID MARSHALL  
Advocates & Solicitors

1st Floor,  
Bank of China Chambers,  
Singapore 1.

Telephone 95244

Cable "MARSHALL" SINGAPORE

Our ref: CSY/12/71/RO

Your ref: MCJ/LR/174-71(C) 27th July, 1971

Messrs. J.B. Jeyaretnam & Co.  
17-A Robinson Road,  
Singapore 1.

Dear Sirs,

re: Nos. 9 & 11 Jalan Jermin

We are in receipt of your letter dated 23rd  
July, 1971, and have to inform you that there is  
a typographical error therein.

You have informed us that you have been  
instructed to act for Mr. Choo Kok Eng and Mr. Choo  
Kok Beng in connection with the above properties.  
As far as we know, we are still acting for Mr. Choo  
Kok Beng who is the registered owner of the above-  
mentioned properties.

Please be informed that our client denies  
everything that your clients aver, and reiterates  
that he is both the legal and beneficial owner of  
the above-mentioned properties.

We are authorised to accept service of legal  
process on behalf of client.

Yours faithfully,

Sgd. David Marshall

EXHIBITS

DAB 1-207  
Letter, J.B.  
Jeyaretnam &  
Co to David  
Marshall - 28th  
July 1971

DAB - 1-207 - Letter, J.B. Jeyaretnam &  
Co to David Marshall - 28th  
July 1971

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J.B. JEYARETNAM & CO.                      Advocates & Solicitors  
No. 1501-1504 Tunas Bldg.  
114 Anson Road,  
Singapore 0207  
Phone 2200555/6

Our ref: MCJ/LR/174-71(C)  
Your ref.

10

Messrs. David Marshall,                      28th July 1971  
Singapore

Dear Sirs,

re: No. 9 & 11 Jalan Jermin

We are in receipt of your letter of the 27th instant and we confirm that there is a typographical error in line 2 of our letter in that Choo Kok Beng should read as Choo Eng Hai. Our letter might not otherwise make sense.

We are taking our client's further instructions.

20

Yours faithfully,

Sgd. J.B. JEYARETNAM & CO.

Plaintiff's Exhibit.

EXHIBITS

Pl-17 - Note Book of Choo Kok Beng

Pl-17  
Note Book of  
Choo Kok Beng

NOTE BOOK  
OF  
CHOO KOK BENG

ADDRESS

Name  
Address  
Phone

Name  
Address  
Phone

Name  
Address  
Phone

Purchased house No. 211, Paya Lebar Road Lot 60 18 Mukim 24 6 acres 2 roods 19 poles or 288,312 sq. feet from one Mr. Wong Liat Quee on 24.2.48. Had a quarter share, Choo Kok Hoe, Choo Koh Eng and Choo Kok Beng each had a quarter share.

Purchasing price \$30,272-80. This property was sold subsequently in the same year for \$33,155.88¢ to one Mr. Charles Harold Ellison, who in turn sold it to one Mr. Low Bok Eng and four others for \$40,363.00

On 24/3/48 I paid \$1892.05¢ to Choo Kok Hoe in cash and subsequently I paid \$5676.15 plus my quarter share of bill of costs to him in cash.

Purchase house No. 105 Keng Lee Road comprising Lot 396<sup>1</sup> T.S. XVIII and Lot 397<sup>3</sup> T.S. XVIII of 11,566 sq. ft. and 13,108 sq. ft. respectively for \$12,000 on 23/3/49  
25% or \$3000 paid on 22/3/49  
75% or \$9000 plus bill of costs paid on 21/7/49.  
Borrowed \$6000 from my wife for luck. Repaid to her \$6000 about a month later.

On 3/1/1950 my wife handed me her money of about \$50,000 which was given to her by her father some time during the Japanese occupation of Singapore. I hid her money in a secret place.

Purchased 5 pieces of land at Jalan Jermin of a total area of 39,101 sq. ft. for a total sum of \$13,174.32 on 23.2.1954 from Kuoh Siew Eng (m.w.)

Mukim 24 Lot 184-204	= \$3,120.32
" " " 184-205	= \$2,148.00
" " " 184-206	= \$2,160.00
" " " 184-207	= \$2,831.00
" " " 184-208	= \$2,625.00

Total \$13,184.32

EXHIBITS

P1-17  
Note Book of  
Choo Kok Beng  
(cont'd)

Vendor's Solicitors: Harry Lee Wee  
Purchaser's Solicitors: Laycock & Ong  
(Kwa Geok Choo in charge)  
25% paid on 23.2.1954 = \$3,396.08  
75% paid on 25.3.1954 = \$9,888.24  
Bill of Costs Nos. 173/54  
dated 25/3/54 for \$544.83¢ was also paid on 25.3.54.  
Used \$6,000 of my wife's money (in my safe-keeping).  
I informed her of it and I returned the money about  
a month later.

10

On 3/6/1956 at the request of Choo Kok Hoe my elder  
brother, I advanced to him \$50,000/= free of  
interest repayable on demand at No. 15 Norris Road.

On 3/7/1956 at the request of Choo Kok Hoe my elder  
brother, I advanced to him another sum of \$50,000/=  
free of interest repayable on demand at Geylang  
Post Office Quarters.

Purchased 37, Veersamy Road, Singapore 8 for  
\$12,700/= on 20/6/57  
25% paid on 20/6/57 = \$3,175-00  
75% plus bill of costs paid on 31/7/57 = \$9794/30  
I used \$6,000 of my wife's money in my safe-keeping  
with her knowledge and I returned it about a month  
later.

20

On 3/8/1958 at the request of Choo Kok Hoe, my  
elder brother, I advanced to him a third sum of  
\$50,000/- free of interest repayable on demand at  
Geylang Post Office Quarters.

On 3/9/1959 at the request of Choo Kok Hoe, my  
elder brother, I advanced to him a fourth sum of  
\$50,000/= free of interest repayable on demand at  
Geylang Post Office Quarters.

30

On 21/7/60 I removed from Geylang P.O. Qtrs. to  
11-C, Hindoo Road free of rent. Paid \$35/= monthly  
to Choo Kok Hoe for water/electricity consumption.

On 1/1/1961 Choo Kok Hoe asked for my permission to  
allow him to use my vacant land at Keng Lee Road  
(formerly known as 105 Keng Lee Road), comprising  
Lot 396<sup>1</sup>, T.S. XVIII and Lot 397<sup>2</sup> T.S.XVIII with a  
total area of 24,734 sq.ft. I agreed to let him use  
the land for a monthly licence fee of \$35/=. This  
\$35/= for use of Keng Lee Road land monthly will  
set off the \$35/= paid monthly for water and light  
consumption used at 11-C Hindoo Road. So with  
effect from 1/1/1961 rent receipt issued to Choo  
Kok Hoe for payment of \$35 monthly for use of Keng  
Lee Road land until 1/1/70 when I wanted to increase  
the licence fee of \$35 to \$1,000 monthly. He  
objected to this increase. So from 1/1/1970 I  
stopped issuing monthly receipts to him.

40

50

Defendants' Exhibits

EXHIBITS

1D10 - Cheque Counterfoils - 23rd  
February 1954

1D10  
Cheque  
Counterfoils  
23rd February  
1954

Cheque  
O.C.B.C.Ld. No. SN 2 348426      23.2.1954  
To Nassim & Co. Ltd.  
For 25% MacP Land.

10

	Dollars	Cents
Last Balance		
Deposited		
Total		
This Cheque	4448	00
Balance		

16th March  
1954

Cheque  
O.C.B.C.Ltd. No. SN 2 348429      16.3.1954  
To Laycock & Ong  
For Land off McPherson Rd.

20

	Dollars	Cents
Last Balance		
Deposited		
Total		
This Cheque	13,344	32
Balance		

29th March  
1954

O.C.B.C.Ld Cheque No. SN 2 348430      29.3.1954  
To Laycock & Ong  
For Land at MCP. Rd.

30

	Dollars	Cents
Last Balance		
Deposited		
Total		
This Cheque	97	33
Balance.		



EXHIBITS

1D11  
Bank  
Statements

1D11 - Bank Statements

OVERSEA-CHINESE BANKING CORPORATION LIMITED  
(Incorporated in the Colony of Singapore -  
Head Office, Singapore)  
NORTH BRANCH

Statement of your A/c for the month ending 31 MAY  
1954. Please check it up carefully and report any  
discrepancy to us at once.

		SINGAPORE	
To	Mr. Choo Kok Hoe	1.397	10
	99 Albert St.,		
	Singapore 7.		

DATE	PARTICULARS	DR.	CR.	Dr/ Cr	BALANCE
	Balance b/f from last Statement				48461.11
				Cr.	4046
May 7	20 Cheq. 431	2694.06			45767.05
					=====

Statement of your A/c for the month ending 30 APR  
1954.

	Balance b/f from last Statement	14855.51	
Apr. 22	By chq.	33605.60	\$ 48461.11 20

Statement of your A/c for the month ending 31.3.1954.

	Balance b/f from last Statement	28427.16	
9	To Cash 427	100.-	28327.16
10	chq. 428	30.0	28297.16
17	429	13344.32	14952.84
30	430	97.33	<u>\$14855.51</u>

Statement of your A/c for the month ending 28 FEB  
1954.

1954	Balance b/f from last Statement Cr.	\$28665.16	
Feb.10	By.cheq.	4210.00	32875.16 30
24	cheq. 426	4448.-	\$28427.16
			=====

Statement of your A/c for the month ending 31 JAN  
1954.

1954	Balance b/f from last Statement Cr.	\$29087.66	
Jan.8	To Cheq. 847	10.-	" 29077.66
20	To Cheq. 850	124.50	" 28953.10
21	To Cheq. 849	30.-	" 28923.16
26	To Cheq. 848	258.-	" \$28665.16
		<u>422.50</u>	
		29087.66	40
		<u>422.50</u>	
		28665.16	

1D12 - Letter, Laycock & Ong to Choo Kok  
Hoe - 29th March, 1954

EXHIBITS

1D12  
Letter,  
Laycock & Ong  
to Choo Kok  
Hoe - 29th  
March, 1954

LAYCOCK & ONG  
Advocates & Solicitors

Nunes Building  
Malacca Street  
Singapore.

M/KGC/MY

29th March, 1954

Dear Sir,

Land off Macpherson Road  
Lots 184-204 to 184-208  
184-215 & 184-216 Mk. XXIV  
-----

We have completed on your behalf the purchase  
of the above properties.

The amount payable on completion is \$13,441.65  
made up as follows:-

Balance of purchase price of the above seven pieces of land		\$13,344.32
Less unpaid assessment due for 2nd half year 1953	\$377.36	
Less apportionment of assessment for 1954 from 1st January to 27th March (2 months and 27 days) at \$366.86 for 6 months	<u>175.31</u>	<u>552.67</u>
		12,791.65
Add our costs and dis- bursements as per bill attached		<u>650.00</u>
		13,441.65
Amount paid to us by you on 16th March, 1954		<u>13,344.32</u>
Balance still due to us for costs	\$ 97.33	=====

Please send us your cheque for \$97.33 in payment  
of the balance due to us for our costs.

Yours faithfully,  
Sgd. Laycock & Ong.

Choo Kok Hoe, Esq.  
15 Norris Road,  
Singapore.  
Encl.

EXHIBITS

1D14  
Notice to  
Quit - Chin  
Choon Company  
to Choo Hock  
Chye - 12th  
June 1964

1D14 - Notice to Quit - Chin Choon  
Company to Choo Hock Chye - 12th June  
1964

CHIN CHOON COMPANY

59 Albert Street, Singapore 7.

Our reference:

Your reference: Singapore, 12th June 1964

Choo Hock Chye, Esq,  
29 Mayo Street,  
Singapore 8.

10

Dear Sir,

NOTICE TO QUIT  
re the vacant land known as Lots  
184-204 to 184-208, off MacPherson  
Road, Singapore.

=====

In accordance with condition (f) of the verbal  
agreement made between us, CHIN CHOON CO., of 99  
Albert Street, Singapore, and you, CHOO HOCK CHYE  
of 29 Mayo Street, Singapore, and reduced into  
writing on January 31st, 1959. We hereby give you  
six months' notice to quit the said land before or  
on 15th December 1964.

20

Yours faithfully,  
CHIN CHOON COMPANY,

Sgd. Illegible  
Managing Partner.

Original copy of this letter received.

CHOO HOCK CHYE  
12/6/64  
Sgd. Illegible

30

EXHIBITS

1D24 - Receipt for Deeds and documents  
30th March 1954

1D24  
Receipt for  
Deeds and  
documents  
30th March  
1954

1D24 Schedule of Deeds of Laycock & Ong

SCHEDULE OF TITLE DEEDS RELATING TO

land off MacPherson Road, Singapore.

Date	Description	Registration Vol.	No.	Parties
14-7-1951	Conveyance	1107	128	Goh Lee Tng to Khoo Siaw Hua
10 21-9-1951	Conveyance	1111	75	Goh Lee Tng and Overseas Union Bank Ltd. to Liao Yang Hoon
3-5-1952	Conveyance	1140	20	Khoo Siaw Hua to Chong Thian Siew
6-5-1952	Acknowledgment for Production			Goh Lee Tng to Chong Thian Siew
5-1952	Conveyance	1140	19	Liao Yang Hoon to Chong Thian Siew
20 9-3-1954	Receipt for \$97-33			Issued by Laycock & Ong

Received from Messrs. Laycock & Ong the above-  
mentioned deeds and documents  
Dated this 30th day of March, 1954.

Sgd. Illegible  
30/3/54

EXHIBITS

1D25 - Primary Application

1D25

Primary  
Application

CANCELLED

23/2 70

THE LAND TITLES ORDINANCE, 1956

(No. 21 of 1956 )

(Section 9)

PRIMARY APPLICATION

Name of applicant:	Choo Kok Beng.	
Address:	11-C Hindoo Road, Singapore.	
Description of land:	1. Government Resurvey Lot 2994 (formerly Lot 184-204 pt) Mukim XXIV, District of Kallang, Island of Singapore. No. 21 Jalan Jermin, Singapore.	10
	2. Government Resurvey Lot 2995 (formerly Lot 184-204 pt) Mukim XXIV, District of Kallang, Island of Singapore. No. 19 Jalan Jermin, Singapore.	
	3. Government Resurvey Lot 2996 (formerly Lot 184-205 pt) Mukim XXIV, District of Kallang, Island of Singapore. No. 17 Jalan Jermin, Singapore.	20
	4. Government Resurvey Lot 2997 (formerly Lot 184-205 pt) Mukim XXIV, District of Kallang, Island of Singapore. No. 15 Jalan Jermin, Singapore.	
	5. Government Resurvey Lot 2998 (formerly Lot 184-206pt) Mukim XXIV, District of Kallang, Island of Singapore. No. 11 Jalan Jermin, Singapore.	30
	6. Government Resurvey Lot 2999 (formerly Lot 184-206 pt) Mukim XXIV, District of Kallang, Island of Singapore. No. 9 Jalan Jermin, Singapore.	

7. Government Resurvey Lot 3000  
(formerly Lots 184-207 pt and  
184-208pt) Mukim XXIV, District  
of Kallang, Island of Singapore.  
No. 7 Jalan Jermin, Singapore.
8. Government Resurvey Lot 3001  
(formerly Lots 184-207 pt and  
184-208pt) Mukim XXIV, District  
of Kallang, Island of Singapore.  
No. 5 Jalan Jermin, Singapore.
9. Government Resurvey Lot 3002  
(formerly Lots 184-207pt and  
184-208pt) Mukim XXIV, District  
of Kallang, Island of Singapore.  
No. 3 Jalan Jermin, Singapore.
10. Government Resurvey Lot 3003  
(formerly Lots 184-207pt and  
184-208pt) Mukim XXIV, District  
of Kallang, Island of Singapore.  
No. 1 Jalan Jermin, Singapore.

EXHIBITS  
1D25  
Primary  
Application  
(cont'd)

Nature of estate  
or interest  
claimed:

Fee simple in possession.

Names of  
persons in  
occupation of  
the land and  
their tenures:

1. No. 21 Jalan Jermin, Singapore.  
(Lot 2994 of Mukim XXIV)  
Mr. Joseph Ng Wah Cheong as  
tenant.
2. No. 19 Jalan Jermin, Singapore  
(Lot 2995 of Mukim XXIV )  
Madam Goh Kim Cheng as tenant.
3. No. 17 Jalan Jermin, Singapore  
(Lot 2996 of Mukim XXIV )  
Madam Chia Yee Sun as tenant.
4. No. 15 Jalan Jermin, Singapore  
(Lot 2997 of Mukim XXIV)  
Mr. Kwan Sam Hoi as tenant.
5. No. 11 Jalan Jermin, Singapore.  
(Lot 2998 of Mukim XXIV)  
Mr. Choo Koh Eng as licensee.
6. No. 9 Jalan Jermin, Singapore  
(Lot 2999 of Mukim XXIV)  
Mr. Choo Eng Hai as licensee.
7. No. 7 Jalan Jermin, Singapore.  
(Lot 3000 of Mukim XXIV)  
Mr. N.V. Vengadachalam as tenant.

EXHIBITS

1D25  
Primary  
Application  
(contd.)

8. No. 5 Jalan Jermin, Singapore.  
(Lot 3001 of Mukim XXIV)  
Mr. Lee Keng Gia as tenant
9. No. 3 Jalan Jermin, Singapore.  
(Lot 3002 of Mukim XXIV)  
Madam Tan Annie as tenant.
10. No. 1 Jalan Jermin, Singapore.  
(Lot 3003 of Mukim XXIV)  
Mr. Cheo Kok Hoe as licensee.

Names and addresses  
of adjoining land  
owners:

On the North: 10

Lot 184-203 of Mukim XXIV  
Lau Gnoh Hock  
187 Macpherson Road,  
Singapore, Trader.

Lot 2909 (pt) of Mukim XXIV  
The Director of Public Works,  
Singapore.

Lot 3004 of Mukim XXIV in  
the course of being vested in  
the Director of Public Works, 20  
Singapore.

On the South:

Lot 184-209 of Mukim XXIV  
Koh Nui Neo  
2 Crane Road,  
Singapore, Married Woman.

Lot 184-226 of Mukim XXIV  
Sim Ah Noy,  
15 Happy Avenue Central,  
Singapore, Married Woman. 30

Lot 184-226 of Mukim XXIV  
Ang Sin Tee,  
456-A Macpherson Road,  
Singapore, Married Woman.

Lot 184-223 of Mukim XXIV  
Tan Yan Cheng,  
60 Genting Lane,  
Singapore, Merchant.

On the East:

Lot 2909 (pt) of Mukim XXIV 40  
The Director of Public Works,  
Singapore.

On the West:

EXHIBITS

Lot 184-301 of Mukim XXIV  
Lee Tiew and Tan Ah Pow  
(Administrices of the Estate  
of Ng Kim Bock alias Ng Kiat  
Seng, deceased) both widows,  
19 Cavan Road,  
Singapore.

1D25  
Primary  
Application  
(cont'd)

Lot 184-302 of Mukim XXIV  
Tay Ho Lian  
20 Covent Garden,  
Singapore, Merchant.

Lot 184-303 of Mukim XXIV  
Tay Ho Lian,  
20 Covent Garden,  
Singapore, Merchant.

Mortgages, leases,  
trusts, easements  
restrictive covenants  
and other encumbrances  
to which the land is  
subject:

N I L .

I, CHOO KOK BENG the above applicant hereby  
solemnly and sincerely declare that the information  
and particulars given in this application are to the  
best of my knowledge and belief true and correct, and  
that there is no encumbrances or other interest  
affecting the said land which is known to me and which  
is not hereinbefore set out.

And I make this solemn declaration firmly  
believing the same to be true by virtue of the  
provisions of the Statutory Declarations Act, 1885.

Taken and declared before me, )  
this 15th day of October 1968 ) Sgd. Illegible

Sgd. Illegible  
A Commissioner for Oaths.  
Singapore

S C H E D U L E

(The following deeds are not in my possession  
and I presume that the first ten (10) deeds (up to  
the Mortgage registered in Volume 1052 No. 31) are in  
the possession of Overseas Union Bank Limited of Meyer  
Chambers, Raffles Place, Singapore, the next two (2)  
deeds the Conveyance and Mortgage (registered in  
Volume 1107 No. 128 and Volume 1152 No. 9 respectively)  
are in the possession of Kuah Siew Eng of NO. 9 Ewe



EXHIBITS

1D25  
 Primary  
 Application  
 (cont'd)

Poon Road, Singapore, Married Woman, the next Reconveyance (Registered in Volume 1112 No. 28) is in the possession of Goh Lee Tng of Nos. 4/5 Fish Street, Singapore, Married Woman and the next thereafter Second Mortgage (Registered in Volume 1164 No. 183) is in the possession of Ngow Yee Khaw of No. 316-E River Valley Road, Singapore, Married Woman).

Date	Nature of Documents	Registration Vol.	No.	Parties	
17.6.1930	Conveyance	781	56	Khoo Kok Wah of the one part and K.V.M.P. Sithamparam Chettiar of the other part.	10
17.6.1930	Mortgage	781	57	K.V.M.P. Sithamparam Chettiar of the one part and Khoo Kok Wah and J. Khaliffa of the other part.	20
9.8.1932	Sub-Mortgage	826	107	Khoo Kok Wah of the one part and J. Khaliffa of the other part.	
9.3.1932	Second Mortgage	826	103	Khoo Kok Wah of the one part and B.M. Akerib of the other part.	
17.3.1932	Reconveyance	826	184	B.M. Akerib of the one part and Khoo Kok Wah of the other part.	30
17.8.1932	Reconveyance	826	185	J. Khaliffa of the one part and Khoo Kok Wah of the other part.	
17.8.1932	Transfer of Mortgage	826	186	Khoo Kok Wah of the one part and J. Khaliffa of the other part.	40
25.7.1949	Reconveyance	1048	63	Fasha Khaliffa also known as Flossie Khaliffa, Fasha Salama of the one part and K.V.M.P. Sithamparam Chettiar of the other part	

	14.9.1949	Conveyance	1050	163	K.V.M.P. Sith-amparam Chettiar of the first part, Yee Seow Inn of the second part and Goh Lee Tng of the third part.	<u>EXHIBITS</u> 1D25 Primary Application (cont'd)
10	7.10.1949	Mortgage	1052	31	Goh Lee Tng of the one part and Overseas Union Bank Limited of the other part.	
	2.8.1951	Conveyance	1107	123	Goh Lee Tng of the one part and Khoo Siaw Hua of the other part.	
20	27.1.1953	Mortgage	1152	9	Chong Thian Siew of the first part, Tan Ah Moi of the second part and Kuah Siew Eng of the third part.	
	9.10.1951	Reconveyance	1112	28	Overseas Union Bank Limited of the one part and Goh Lee Eng of the other part.	
30	21.8.1953	Second Mortgage	1164	183	Chong Thian Siew of the one part and Ngow Yee Khaw of the other part	

(The following deeds are in my possession).

40	21.9.1951	Conveyance with plan annexed	1111	75	Goh Lee Tng of the first part, Overseas Union Bank Limited of the second part, and Liau Yan Hoon of the third part	
	16.5.1952	Acknowledgment for Production	-	-	By Goh Lee Tng.	

EXHIBITS

1D25  
Primary  
Application  
(cont'd)

23.6.1952	Conveyance	1140	19	Liau Yang Hoon of the one part and Chong Thian Siew of the other part	
23.5.1952	Conveyance	1140	20	Khoo Siaw Hua of the one part and Chong Thian Siew of the other part	
27.3.1954	Conveyance	1179	98	Kuah Siew Eng of the one part and Choo Kok Beng of the other part.	10
27.3.1954	Conveyance	1179	99	Kuah Siew Eng of the one part and Choo Kok Beng of the other part.	
27.3.1954	Conveyance	1179	100	Kuah Siew Eng of the one part and Choo Kok Beng of the other part.	20
27.3.1954	Conveyance	1179	101	Kuah Siew Eng of the one part and Choo Kok Beng of the other part.	
27.3.1954	Conveyance	1179	102	Kuah Siew Eng of the one part and Choo Kok Beng of the other part	

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N O M I N A T I O N

To the Registrar of Titles. 30

I, CHOO KOK BENG, the above applicant, hereby apply to have the land described in the above application brought under the provisions of the Land Titles Ordinance, 1956, and request you to issue the certificates of title in the name of CHOO KOK BENG.

Dated the 12th day of November 1968.

Sgd. Choo Kok Beng

Applicant

Witness to signature:

Sgd. Illegible

40

I, IRENE NG the Solicitor for CHOO KOK BENG hereby certify pursuant to section 44 of the Land Titles Ordinance, 1956, that this instrument is correct for the purposes of the said Ordinance.

Sgd. Irene Ng

Signature.

I CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL.

CANCELLED

IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

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O N A P P E A L

FROM THE COURT OF APPEAL OF THE REPUBLIC OF  
SINGAPORE

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B E T W E E N :

CHOO KOK BENG

Appellant  
(Plaintiff)

- and -

1. CHOO KOK HOE
2. CHOO KOH ENG
3. CHOO CHENG CHEW and  
CHOO KOK HOE as Administrators of  
the Estate of CHOO KOK LEONG,  
deceased
4. CHOO ENG HAI
5. HENRY CHENG CHEW CHOO

Respondents  
(Defendants)

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RECORD OF PROCEEDINGS

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Collyer Bristow  
4, Bedford Row,  
London WC1 4DF

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

Solicitors for the Appellant

Solicitors for the Respondents