

HONGKONG SOLICITOR RICHARD M. HEALY
ACCUSED OF NOT PAYING RENT
TARGET Told : Mind Your Own Business

A prominent British solicitor of the Hongkong Special Administrative Region (HKSAR) of the People's Republic of China (PRC) appears to have found himself on the other side of the counter – collecting High Court Writs, instead of issuing them on behalf of clients.

He is Mr Richard M. Healy of the solicitor's firm of Oldham Li and Nie of St. George Building, Central, Hongkong.

Mr Richard M. Healy is named as the First Defendant in High Court Action Number 1096 of 2001.

The Second Defendant to the Action is a Mr John M. Donnelly III, who does not appear to be a solicitor of the firm of Oldham Li and Nie, according to staff of the firm.

Land Fortune Development Ltd, the Plaintiff to the Action, alleges, at Paragraph 4. (a) of the Statement of Claim, attached to the Writ of Summons, that Mr Richard M. Healy and Mr John M. Donnelly III *'have not paid to the Plaintiff any rent for the said Premises (Number 38B, Kennedy Road, third floor, Hongkong) for the period from the 16th January 2001 to 15th March 2001 in the total sum of HK\$62,000.00.'*

Land Fortune's Statement of Claim, drafted by the solicitor's firm of Leung, Chan and Pang, puts its case as follows:

1. *'The Plaintiff is the registered owner of the premises known as 3rd Floor, No. 38B Kennedy Road, Hong Kong erected on Section I of Inland Lot No. 1390 and Inland Lot No. 3862 ("the said Premises").*
2. (a) *By a Tenancy Agreement dated the 1st February 1999 between the Plaintiff as landlord and the Defendants as tenant ("the Tenancy Agreement"), the said Premises were let to the Defendants for domestic purposes for a term of 3 years from 16th December 1998 to 15th December 2001. The rent provided therein for the period from the 16th December 1998 to 15th December 2000 was HK\$30,000.00 per month, and the rent provided therein for the period from 16th December 2000 to 15th December 2001 was HK\$60,000.00 per month, both rent being exclusive of rates, management fees and all other outgoings, payable in advance on the 15th day of each and every calendar month.*

(b) *The amount of the rent provided in the Tenancy Agreement was subsequently varied by a Supplemental Agreement dated the 28th December 2000 between the same parties ("the Supplemental Agreement"), but otherwise the Tenancy Agreement remained in full force and effect.*

(c) *Pursuant to the Supplemental Agreement, the new rent for the period from the 16th December 2000 to 31st March 2001 was HK\$31,000.00 per month, and the new rent for the period from 1st April 2001 to 15th December 2001 was HK\$60,000.00 per month, both rent being exclusive of rates, management fees and all other outgoings, payable in advance on the 15th day of the each and every calendar month.*
3. (a) *It was expressly provided in the Tenancy Agreement that if the rent was in arrear for 15 days, the Plaintiff would be entitled to terminate the tenancy of the said Premises by way of forfeiture.*

(b) It was also expressly provided therein that in the event of default in payment of rent for a period of more than 15 days from the date on which the same fell due for payment, the Defendants would further pay to the Plaintiff interest on the amount in arrears at the rate of 2% above the best lending rate of The Hongkong and Shanghai Banking Corporation Limited calculated from the date on which the same became due for payment until the date of payment as liquidated damages.

4. *(a) In breach of the Tenancy Agreement, the Supplemental Agreement and wrongfully, the Defendants have not paid to the Plaintiff any rent for the said Premises for the period from the 16th January 2001 to 15th March 2001 in the total sum of HK\$62,000.00.*

(b) In breach of the Tenancy Agreement and wrongfully, the Defendants have not paid to the Plaintiff the rates for the said Premises at the rate of HK\$1,150.00 per month for the period from the 16th January 2001 to 15th March 2001 in the total sum of HK\$2,300.00.

(c) In breach of the Tenancy Agreement and wrongfully, the Defendants have not paid to the Plaintiff the management fees for the said Premises at the rate of HK\$1,050.00 per month for the period from the 16th January 2001 to 15th March 2001 in the total sum of HK\$2,100.00.

5. *The tenancy of the said Premises has, upon the Defendants' non-payment of rent, become liable to be forfeited to the Plaintiff. At the latest, by issue and service of this Writ, the tenancy of the said Premises has been forfeited.*

6. *(a) Despite repeated demands, the Defendants have still failed and/or refused to pay to the Plaintiff any rent, rates, management fees and/or mesne profits for the said Premises.*

(b) Despite repeated demands, the Defendants have still failed and/or refused to deliver up vacant possession of the said Premises to the Plaintiff.

7. *(a) Part IV of the Landlord and Tenant (Consolidation) Ordinance, Cap.7 applies to the tenancy of the said Premises.*

(b) A Form CR109 dated the 18th January 2001 was duly endorsed by the Commissioner of Rating and Valuation in accordance with Section 119L of the Ordinance.

8. *The Plaintiff is also entitled to claim interest pursuant to Sections 49 and 50 of the District Court Ordinance, Cap.336.*

AND the Plaintiff claims against the Defendants : -

(a) vacant possession of the said Premises;

(b) arrears of rent, rates and management fees and/or mesne profits of the said Premises from the 16th January 2001 up to the 15th March 2001 in the sum of HK\$66,400.00 and thereafter at the rate of HK\$33,200.00 per month from the 16th March 2001 until the date when vacant possession of the said Premises is delivered up to the Plaintiff by the Defendants;

(c) interest on such sum, at such rate and for such period as this Honourable Court shall deem fit;

(d) costs; and

(f) further of other relief. ‘

(Sorry, there is no (e) in the Statement of Claim: This is not TARGET's error)

TARGET contacted Mr Richard M. Healy at his offices on Monday morning at 11:45 am.

Mr Richard M. Healy said he did not know of the Writ.

When asked whether or not he was living at Number 38B, Kennedy Road, he said: *'I don't think it's any of your business where I'm living, now.'*

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