WING SHAN INTERNATIONAL LTD:
FORMER LEADING LIGHTS HIT WITH A $HK17-MILLION CLAIM

The former Chairman of Wing Shan International Ltd (Code: 570, Main Board, The Stock Exchange of Hongkong Ltd), Mr Yip Siu Chun, and his former sidekick in the publicly listed company, Mr Law Ping Fai, who was an Executive Director of Wing Shan International, also, appear to be in a spot of trouble – to the extent of about $HK17 million, in fact.

Industrial and Commercial International Capital Ltd has issued legal proceedings in the High Court of the Hongkong Special Administrative Region (HKSAR) of the People's Republic of China (PRC) against the following entities:

BT Development Holdings Ltd, formerly known as Wing Shan Enterprises (Holdings) Ltd	First Defendant
Hinfaith Industrial Ltd	Second Defendant

According to **TOLFIN** (**TARGET**'s Computerised Online Financial Intelligence Service and Credit-Checking Provider), BT Development Holdings is owned as to:

Mr Yip Siu Chun	99.98	percent
Mr Law Ping Fai	00.02	percent

High Court Action Number 2608 alleges, at Paragraph 2 of the Statement of Claim, attached to the Writ of Summons, that there was a General Commercial Agreement, dated January 7, 1999, made between Industrial and Commercial International and BT Development, which was, allegedly, countersigned by the 2 Defendants to the Action on January 14, 2003.

This General Commercial Agreement was in consideration of Industrial and Commercial International, lending monies to BT Development Holdings, from time to time.

Then, at Paragraphs 4, 6 and 7-11, it is further alleged:

> '4. By a Shares Charge Agreement dated 11th February 1999 ("the Shares Charge Agreement") made between the Plaintiff and the 2nd Defendant, in consideration of the Plaintiff's agreeing at the 2nd Defendant's request to make advance to the 1st Defendant, the 2nd Defendant covenants with the Plaintiff that the 2nd Defendant will pay the Plaintiff on demand at any time or from time to time all sums of money due to the Plaintiff from the 1st Defendant together with all interest and all charges and expenses consequent upon and/or arising from the Shares Charge Agreement ...

> '6. The 1st Defendant has made default in making repayment(s) in accordance with the Loan Agreement, in particular, the Facility Letter.

'7. As at 3rd July 2003, the 1st Defendant was indebted to the Plaintiff in the sum of HK$17,428,796.18 as particularized hereinbelow:

PARTICULARS

Principal outstanding	HK$17,250,000.04
Interest from 14/5/2003 to 2/7/2003	HK$ 176,640.41
Overdue interest upto & including 2/7/2003	HK$ 1,555.73
	HK$17,428,196.18
Credit checking fee	HK$ 600.00
	HK$17,428,796.18

'8. By a letter dated 3rd July 2003, the Plaintiff demanded from the 1st Defendant payment of the said sum of HK$17,428,796.18 together with further interest as from 3rd July 2003 to the date of full payment.

'9. By a letter dated 3rd July 2003, the Plaintiff demanded from the 2nd Defendant payment of the said sum of HK$17,428,796.18 together with further interest as from 3rd July 2003 to the date of full payment, being the amount due and owing by the 1st Defendant to the Plaintiff.

'10. Despite requests and demands, the 1st and 2nd Defendants have failed and/or refused to pay to the Plaintiff the said sum of HK$17,428,796.18 together with further interest as from 3rd July 2003 to the date of full payment or any part thereof or at all.

'11. As at 11th July 2003, the 1st and 2nd Defendants were indebted to the Plaintiff in the sum of HK$17,457,560.80 ...'

Industrial and Commercial International ... **CLICK TO ORDER FULL ARTICLE**