

**CHEUNG KONG/HUTCHISON WHAMPOA ASSOCIATED COMPANY
ACCUSED OF BEING NAUGHTY**

An associated company of both Cheung Kong (Holdings) Ltd (Code: 1, Main Board, The Stock Exchange of Hongkong Ltd) and Hutchison Whampoa Ltd (Code: 13, Main Board, The Stock Exchange of Hongkong Ltd) has just been sued for about \$HK6.68 million.

The Plaintiffs of High Court Action Number 4388 are Mr Oscar Wong Wing Lun and Mrs Ms Wong Foong May, who have sued Konorus Investment Ltd.

Konorus Investment, according to **TOLFIN** (**TARGET**'s Computerised Online Financial Intelligence Service and Credit-Checking Provider) is owned as to 42.50 percent by Cheung Kong and 43 percent by Hutchison Whampoa, as at today's date.

The dispute revolves round the purchase by the Wongs of a flat in Canton Road, Tsimshatsui, the Hongkong Special Administrative Region (HKSAR) of the People's Republic of China (PRC).

The flat's address is given as being:

The Victoria Towers,
Flat B on the 10th Floor and the Flat Roof,
Number 188, Canton Road,
Kowloon.

TOLFIN's records in respect of property transactions in the HKSAR over the past 25 years confirm that that information is, indeed, accurate.

It is alleged in the Statement of Claim, attached to the Writ of Summons, that the Wongs purchased their property for about \$HK6,683,000 on December 10, 2001 from Konorus Investment.

According to Paragraph 3 of the Statement of Claim, attached to the Writ of Summons, it is alleged, inter alia:

'... Particulars of the Brochure (advertising the property) showed that the saleable area of the Flat was 982 square feet and the Flat Roof was 1,014 square feet. It showed that only the flats on the 10th floor of the building would have flat roofs adjacent thereto.'

Paragraph 6 suggests that the plan for the flat roof indicated that it was devoid of any structures of any kind, but there was no right of the prospective purchaser of the property to inspect it, prior to completion.

However, when the Wongs were able to view their property, it was discovered that that which they had been led to believe in respect of the flat roof was not so.

Paragraph 12 alleges:

'12. In breach of the covenants as particularized in the preceding paragraphs, the Flat Roof as built was substantially different from what they have contracted for or as represented by the Defendants:-

Particulars

- (a) There were two iron structures, which contained pipes inside, in the form of cages of 0.927 metre by 0.96 metre height and about 6.8 square metres by 4.19 square metres respectively, located on the center of the Flat Roof ("the Structures"). The Structures have not been included in any description of the Property or any plans. The locations of the Structures are shown and coloured Yellow on the Plan attached hereto.*
- (b) The boundary wall separating Flat Roofs of Flats A and B on the 10th Floor of Tower 1 of the Development and the Property was built or erected on the Flat Roof as indicated in the attached Plan.*
- (c) The boundary wall separating the Flat Roof of Flat C on the 10th Floor of Tower 2 of the Development and the Property was built or erected on the Flat Roof of the Property as shown in the attached Plan.*
- (d) In the premises, the saleable area of the Flat Roof was reduced by 11 square metres because of the Structures and by 2.68 square metres being the area reduced by the shifting of the boundary walls. A deficiency of a total area of 13.68 square metres.*
- (e) Because of the location of the Structures, the sole access to the rear part of the Flat Roof was impeded. As a result, the Plaintiffs could only use and enjoy an area of 24.37 square metres of the Flat Roof.*
- (f) The Structures were not indicated or shown on the approved General Building Plan.*
- (g) The sole and exclusive right and privilege to hold use occupy and enjoy would be disturbed as the passage in the middle of the Flat was the only access to the Structures for future maintenance and repair.'*

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