

KWOK, NG AND CHAN, SOLICITORS, SUED FOR NEGLIGENCE**Justice Delayed Is Justice Denied**

The legal profession of the Hongkong Special Administrative Region (HKSAR) of the People's Republic of China (PRC) has been receiving a rather bloody nose of late – and, today, yet another situation has been unearthed, one which, if proved, appears to have overtones of sheer negligence.

Last Friday, **TARGET** produced evidence, proving that HKSAR Barrister [Stephan Tay Teck Huen](#) (鄭德勳) has a history of not being able, or being unwilling, to pay his debts as they fell due.

In that same **TARGET** Intelligence Report, Volume VII, Number 214, at Page 13, this medium reported the case of Wing Lung Bank Ltd (永隆銀行有限公司), suing [Wong and Poon](#), an HKSAR solicitors' firm, for about \$HK1.34 million with regard to allegations of negligence.

Now, Mr Choi Wing Kai has sued Kwok, Ng and Chan (郭吳陳律師事務所), another HKSAR solicitors' firm, for negligence in a case which goes back to 1997.

The Statement of Claim, attached to District Court Action Number 5674, alleges that Mr Choi Wing Kai, the Plaintiff in the Action, was injured in a road traffic accident in the New Territories when a motor car, driven by Mr Lee Man Kit, collided with his.

Mr Lee Man Kit's motor car 'was covered by an insurance policy issued by the Commercial Union Assurance Co PLC', the Statement of Claim alleges at Paragraph One.

On May 18, 1998, Mr Lee Man Kit was convicted of driving without due care and attention on the occasion of the accident, according to Paragraph 2.

About 7 months later, Mr Choi Wing Kai applied and was granted legal aid, allowing him to pursue a claim against the careless driver, Mr Lee Man Kit.

Mr Tommy Chan Ka Sing (陳家聲), a Partner of the solicitors' firm of Kwok, Ng and Chan, was assigned by The Legal Aid Department 'to act as the plaintiff's solicitor' in the proceedings, it is alleged at Paragraph 3.

Kwok, Ng and Chan issued legal proceedings in the District Court of the HKSAR, naming Mr Lee Man Kit as the Defendant and, on January 17, 2001, an Interim Judgment against Mr Lee Man Kit was entered 'with damages to be assessed on 17.1.01'.

Paragraph 6 of the Statement of Claim, then, attests:

'In breach of the implied term of their retainer and negligently, the defendants (Kwok, Ng and Chan) had not served notice of writ DCPI 4 of 2000 on the Commercial Union Assurance Co PLC as required by s.10(2) of Motor Vehicles Insurance (Third Party Risk) Ordinance Cap 272 ("the Ordinance") before or within 7 days after the start of proceedings, so no insurer was obliged under s.10(1) of the Ordinance to satisfy any judgment for damages interest and costs when assessed in those proceedings. Any new proceedings would be time barred. The Defendant retainer was therefore terminated on 4 September 2001.'

The damages in this case were \$HK155,918 and Mr Choi Wing Kai was awarded interest and costs in addition to the assessed damages.

As it turned out ... [CLICK TO ORDER FULL ARTICLE](#)

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