

**VICTOR CHIU TSANG AND PARTNERS:
SOLICITORS' FIRM IS TOLD: PAY UP! GET OUT! AND STAY OUT!**

HSBC Trustee (Hongkong) Ltd has issued Legal Proceedings in the High Court of the Hongkong Special Administrative Region (HKSAR) of the People's Republic of China (PRC), seeking to oust a firm of solicitors and 3 solicitors from the its offices in the Central Business District.

The firm of solicitors is Victor Chiu Tsang and Partners (), the Defendant to the Action, which is shown, in the list of solicitors' firms of The Law Society of Hongkong, to have its offices at:

Unit 502, Fifth Floor,
Dina House,
Number 11, Duddell Street,
Central, Hongkong.

The 3 solicitors are:

1. Mr Chiu Koon Shou ()
2. Mr Mickey Cheung Kam Min ()
3. Mr Ducken Tsang Fan Wan ()

This is thought to be the first time that this firm of solicitors and/or its employees and/or its partners/associates/consultants have ever been sued in the HKSAR – in any Court.

HKSAR Action Number 1858 alleges that the Plaintiff (HSBC Trustee (Hongkong) Ltd) is the Registered Owner of the offices, presently occupied by Victor Chiu Tsang and Partners.

According to Paragraph 3 of the Statement of Claim, attached to the Writ of Summons, the Defendant entered into a Tenancy Agreement with Ruttonjee Estates Continuation Ltd, *'being the lawful attorney of the Plaintiff, for and on behalf of the Plaintiff.'*

The purported Tenancy Agreement stipulated that the period of the tenancy would be for 2 years, commencing October 1, 2004, and terminating on September 30, 2006.

The monthly rental was agreed at \$HK24,320, exclusive of service charges and rates, it is alleged.

It is alleged at Paragraph 9 of the Statement of Claim, that, since July 1, 2006, the Defendant had *'failed to pay the rent and service charges to the Plaintiff.'*

From Paragraph 10 of the Statement of Claim through to Paragraph 14, it is alleged:

'10. By reason of the Law Firm's breach of Clauses (1) and (2) of Section II of the Tenancy Agreement, the Plaintiff, as it was entitled to do pursuant to Clauses (1) and (2) of Section VIII of the Tenancy Agreement, exercised the power of re-entry by serving on the Defendants on 15th August 2006 a written notice to that effect by way of letter dated 15th August 2006 from the Plaintiff's solicitors, Johnson Stokes & Master, to the Defendants (hereinafter referred to as "the Written Notice"), thereby the Tenancy Agreement absolutely ceased and determined pursuant to Clause (1) of Section VIII of the Tenancy Agreement.

'11. By the Written Notice, the Plaintiff notified the Defendants that the deposit of

HK\$100,092.00 paid by the Law Firm to the Plaintiff under the Tenancy Agreement was forfeited to the Plaintiff pursuant to Clause (1) of Section IX of the Tenancy Agreement as a result of the termination of the Tenancy Agreement.

‘12. Further, by the Written Notice, the Plaintiff demanded the following from the Defendants:-

- (1) delivery to the Plaintiff of vacant possession of the Premises; and*
- (2) payment to the Plaintiff of:-*
 - (a) the outstanding rent and service charges for the months of July and August 2006 together with interest thereon at the contractual rate of 3% over the best lending rate from time to time of The Hongkong and Shanghai Banking Corporation Limited;*
 - (b) the Plaintiff’s costs in respect of the Written Notice; and*
 - (c) mesne profits in respect of the Premises for the period from 1st September 2006 until vacant possession of the Premises being delivered up by the Defendants to the Plaintiff.*

‘13. The ... [CLICK TO ORDER FULL ARTICLE](#)

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