

**PEAKTOP INTERNATIONAL HOLDINGS LTD:  
WILL THIS BE THE END OF THE AMERICAN CONTINGENT ?**

A fight has broken out between Peaktop International Holdings Ltd () (Code: 925, Main Board, The Stock Exchange of Hongkong Ltd) and a major distributor of Peaktop International's gardening and water-gardening products, the value of which appears to amount to about 33 percent of the publicly listed company's 2005 Turnover.

In the High Court of the Hongkong Special Administrative Region (HKSAR) of the People's Republic of China (PRC), Peaktop Investment Holdings (B.V.I.) Ltd, along with Peaktop Technologies (USA) Hongkong Ltd, both being subsidiaries of Peaktop International and being the First Plaintiff and Second Plaintiff, respectively, in High Court Action Number 2147, have issued Legal Proceedings against the following 6 parties:

- |  |                  |
|--|------------------|
| 1. Mr Jeffrey Thomas Robbins               | First Defendant  |
| 2. Mr Mark Edward Wilson                   | Second Defendant |
| 3. Mr Gregory George Schutte               | Third Defendant  |
| 4. Geoglobal Partners LLC                  | Fourth Defendant |
| 5. Peaktop Technologies (USA) Incorporated | Fifth Defendant  |
| 6. Best Eagle Group Ltd                    | Sixth Defendant  |

All of the Defendants are said to have addresses in the US, according to Writ of Summons, Number 2147.

The Indorsement of Claim, attached to the Writ of Summons, reads, in its entirety, as follows:

*'INDORSEMENT OF CLAIM*

*'THE 1st PLAINTIFF AND THE 2nd PLAINTIFF CLAIM AGAINST:-*

*'THE 1st, 2nd and 3rd DEFENDANTS FOR*

- '(1) A declaration that the 1st, 2nd and 3rd Defendants are liable to account to the 1st and 2nd Plaintiffs for the profits earned or received as this Honourable Court thinks fit as constructive trustees on the ground of their breach of fiduciary duty/breach of trust;*
- '(2) Further and/or in the alternative, a declaration that the 1st and 2nd Plaintiffs are entitled to trace the aforesaid profits earned or received by the 1st, 2nd and 3rd Defendants;*
- '(3) An injunction to restrain the 1st, 2nd and 3rd Defendants and each of them by themselves their servants or agents or otherwise howsoever from using the confidential information of the 1st and 2nd Plaintiffs, including but not limited to their Garden Decoration and Water Gardening products, or any part thereof for any purpose other than the purpose for which it was supplied, and from manufacturing or placing order to manufacture or marketing the said products or otherwise exploiting*

*the said information or any part thereof;*

- ‘(4) Delivery up of all documents and materials which are in the possession, power, custody or control of either of the 1st 2nd and 3rd Defendants the use or disclosure of which would offend against the forgoing injunction;*
- ‘(5) An inquiry as to damages for breach of confidence or wrongful use of confidential information, breach of fiduciary duty, breach of trust, for procuring the 4th and 5th Defendant to commit breach of contracts and/or loss and for loss and damages caused to the 2nd Plaintiff;*
- ‘(6) Further and/or in the alternative, an account of all profits made by the 1st, 2nd and 3rd Defendants and each of them from the wrongful use of the said confidential information of the 1st and 2nd Plaintiffs, breach of fiduciary duties, breach of trust, for procuring the 4th and 5th Defendant to commit breach of contracts and causing loss and damage to the 2nd Plaintiff;*
- ‘(7) An Order that the 1st, 2nd and 3rd Defendants do pay the 1st and 2nd Plaintiffs of such damages or profits found due upon the aforesaid inquiry or taking of account;*

*‘THE ... [CLICK TO ORDER FULL ARTICLE](#)*

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