

**RABBI MORDECHAI AVTZON TOLD
TO PACK UP HIS STUFF AND MOVE OUT !**

For the fundamentalistic Jewish community of the Hongkong Special Administrative Region (HKSAR) of the People's Republic of China (PRC), the recently filed Action, lodged in the HKSAR High Court, against its leader, must be something of a slap in the face – because it is not very common to have a leading rabbi of the territory, named as a Defendant.

However, Rabbi Mordechai Avtzon is the lone Defendant in High Court Action, Number 993, an Action, launched by Limax Ltd.

The Statement of Claim, attached to Writ of Summons, Number 993, alleges the following:

'STATEMENT OF CLAIM

- '1. The Plaintiff is the registered owner and is entitled to possession of the premises known as All That 2nd Floor of Lee Chau Commercial Building, No. 11 Hart Avenue, Kowloon ("the Property").*
- '2. The Property was let by the Plaintiff as landlord to the Defendant as tenant for commercial purpose only at a monthly rent of HK\$32,585.00 (including management fee and rates but exclusive of electricity, water charges and other outgoings) payable in advance on the 1st day of each and every calendar month without any deduction ("the Tenancy").*
- '3. On or about June 2006 the Plaintiff has verbally agreed to reduce the monthly rent payable in respect of the Property from HK\$32,585.00 to HK\$30,000.00 commencing from July 2006.*
- '4. Part V of the Landlord and Tenant (Consolidation) Ordinance ("the Ordinance") applies to the tenancy by virtue of Section 121(1) thereof.*
- '5. Despite repeated demands and requests by the Plaintiff, the Defendant has failed and/or refused to pay rent, electricity and water charges in respect of the Property which amounted to a sum of HK\$149,853.71, particulars whereof are set out below: -*

PARTICULARS

Outstanding rent from 01/08/2005 to 30/06/2006 at the rate of HK\$32,585.00 per month	HK\$358,435.00
Outstanding rent from 01/07/2006 to 31/05/2007 at the rate of HK\$30,000.00 per month	HK\$330,000.00
Outstanding electricity and water charges for the period from August 2005 to July 2006	<u>HK\$ 1,460.40</u>
	HK\$689,895.40
LESS: partial payment from the Defendant from August 2005 to March 2007	(HK\$540,041.69)
	HK\$149,853.71

- '6. Pursuant ... [CLICK TO ORDER FULL ARTICLE](#)*

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