

**FREEMAN CORPORATION LTD:
EXECUTIVE DIRECTOR SUED FOR DAMAGES**

A solicitor of the Hongkong Special Administrative Region (HKSAR) of the People's Republic of China (PRC) has just been sued by a company, domiciled in the **British Virgin Islands (BVI)**.

The solicitor is Ms Ingrid Kwok Wai Ming (), who is an Executive Director of publicly listed Freeman Corporation Ltd () (Code: 279, Main Board, The Stock Exchange of Hongkong Ltd).

Ms Ingrid Kwok Wai Ming is/was, also, a shareholder of Freeman Corporation Ltd, holding 22.50 million shares in the company, whose share price, today, is about 3.80 cents.

If this solicitor, who is not shown to be in private practice in the HKSAR, these days, still holds these shares, the value of her holdings is about \$HK855,000.

Ms Ingrid Kwok Wai Ming is the sister of the enigmatic, HKSAR businessman, Mr [Edward Kwok Wai Tak](#), also known as Mr Edward Kwok and/or Mr Kwok Han Qiao.

The Plaintiff in HKSAR, High Court Action, Number 1538, is Asia Glory Holdings Ltd of the BVI.

There is another HKSAR company of the same name, but there is no suggestion on the part of **TARGET** () that there is any connection between the 2 companies, bearing the same name, although there might be.

The Statement of Claim, attached to Writ of Summons, Number 1538, alleges, inter alia, that Mr Edward Kwok Wai Tak was the Sole Director of the Plaintiff BVI company, having been appointed on April 24, 1994.

Asia Glory Holdings Ltd is said to be beneficially owned by:

Epson Development Services Ltd 70 percent
Mr Edward Kwok Wai Tak 30 percent

It was Mr Edward Kwok Wai Tak who is said to have engaged Ms Ingrid Kwok Wai Ming '*as its (Asia Glory Holdings Ltd) agent to oversee, manage and operate the security investments/activities of the Plaintiff.*'

As such, Ms Ingrid Kwok Wai Tak operated a bank account in the HKSAR, on behalf of the Plaintiff, being Account Number 004-474-215613-001 in The Hongkong and Shanghai Banking Corporation Ltd.

Ms Ingrid Kwok Wai Tak was able to operate this bank account '*upon her sole signatory*', it is alleged.

The Statement of Claim, then, continues, making the following allegations:

'12. In around August 2001, the investment business environment in Hong Kong became discouraging. The Defendant was of the view that the business of the Plaintiff was not promising and she terminated the agency relationship with the Plaintiff unilaterally on the excuse of her personal reason.'

- ‘13. Upon the termination of the said agency, the Defendant wrongfully took away the Account Documents and refused to handover them to the Plaintiff despite numerous oral requests made by Mr. Kwok (Mr Edward Kwok Wai Tak) (acting on behalf of the Plaintiff). The Defendant further wrongfully refused to account to the Plaintiff for all transactions conducted by her in relation to the Account.
- ‘14. In or around November 2006, at the time of preparation of trial of the Third Party Proceedings of HCA 2206 of 2000, the Plaintiff discovered that on or around 23 September 1997, the Defendant completed and signed a cashier’s order application form of HSBC (The Hongkong and Shanghai Banking Corporation Ltd) dated 23 September 1997 (**“the Application Form”**) causing a sum of HK\$5,560,000 to be debited from the Account. The Application Form requested the bank to issue a cashier’s order in favour of Triple Victory Limited as the beneficiary.
- ‘15. Consequently, a cashier’s order in the amount of HK\$5,560,000 was issued and delivered to Triple Victory Limited, and HK\$5,560,000 was debited to the Account accordingly (**“the Transfer”**).
- ‘16. The Defendant knew and/or ought to have known that Triple Victory Limited was unrelated to the business, investments or affairs of the Plaintiff. The Defendant knew and ought to have known that Triple Victory Limited has never been entitled to receive the sum of HK\$5,560,000 or any part thereof from the Plaintiff. The Defendant also knew that the Transfer was not for the benefit of the Plaintiff and had no reason to believe otherwise.
- ‘17. Despite the aforesaid, the Defendant conducted the Transfer without the knowledge and/or consent of the Plaintiff thereby deliberately committed breaches of the various fiduciary duties as pleaded in paragraph 10 herein.
- ‘18. The Plaintiff ... [CLICK TO ORDER FULL ARTICLE](#)

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