

**MUDAN AUTOMOBILE SHARES COMPANY LTD:
HONGKONG SOLICITORS' FIRM HAS
A SECOND CRACK AT GETTING ITS MONEY**

For the second time in the past year, X. J. Wang and Company, a solicitors' firm, practising in the Hongkong Special Administrative Region (HKSAR) of the People's Republic of China (PRC), has issued legal proceedings against publicly listed [Mudan Automobile Shares Company Ltd \(\)](#) (Code: 8188, The Growth Enterprise Market of The Stock Exchange of Hongkong Ltd).

In Action Number 1035, filed in the District Court of the HKSAR, Mr Wang Xiao Jun (), trading as X. J. Wang and Company (), has sued Mudan Automobile Shares Company Ltd for \$HK224,520 in respect of alleged non-payment for Work Done and Services Rendered.

The Statement of Claim, attached to Writ of Summons, Number 1035, alleges that the HKSAR solicitors' firm had been engaged by the Defendant to provide legal advice and services from March 2005 to May 2006.

But it is alleged that the Plaintiff never got paid for its work.

The Statement of Claim makes the following allegations:

'STATEMENT OF CLAIM

- '1. The Plaintiff, a sole proprietor, is and was at all material times a firm of solicitors carrying on business of providing legal services in Hong Kong with the place of business previously situated at 19th Floor, 8 Queen's Road Central, Hong Kong and now situated at Suite 2208, 22/F, Jardine House, 1 Connaught Place, Central, Hong Kong.*
- '2. The Defendant is and was at all material times a joint stock limited company incorporated in the People's Republic of China with limited liability with its shares listed on the Growth Enterprise Market ("GEM") of The Stock Exchange of Hong Kong Limited (the "Stock Exchange") (stock code: 8188).*
- '3. Since March 2005, the Defendant engaged the Plaintiff for provision of legal advices and services. During the period commencing from March 2005 to May 2006 (the "Period"), the Defendant intended to resume its stock trading at the Stock Exchange and resolve its financial problems by entering into a series connected transactions with Jiangsu Mudan Automobile Group Company Limited () (the "Transaction").*
- '4. During the Period, the Plaintiff, at the request and with the knowledge of the Defendant, provided legal advices and services in connection with the Transaction, including but not limited to liaising with the Stock Exchange, handling various announcements to be submitted to the Stock Exchange etc..*
- '5. To the work done, services rendered in respect of the Transaction, the Plaintiff issued and sent an interim bill of costs to the Defendant (the "Bill"), the details of the Bill are*

particularize hereinbelow:-

<u>Date of bill</u>	<u>Bill No.</u>	<u>Amount (HK\$)</u>
6 January 2006	70060020060019	224,520.00

- ‘6. Despite repeated demands and requests, the Bill has remained unsettled. After series of liaisons between the Plaintiff and the Defendant, the Plaintiff was instructed that the Defendant was in financial difficulties and the Defendant reached an agreement with Jiangsu Mudan Automobile Group Company Limited () that Jiangsu Mudan Automobile Group Company Limited () would settle the Bill on behalf of the Defendant. The Plaintiff, upon instructed by the Defendant, issued the Bill in the name of the Jiangsu Mudan Automobile Group Company Limited () and sent the Bill to the Defendant for their further handling and settlement.
- ‘7. From the description of the Bill, it is clear that the services rendered were in connection with the issues and compliance arising from the Transaction pursuant to the GEM Listing Rules to which the Defendant is and was subject to. It is undisputable that the services were rendered by the Plaintiff at the directions and requests of the Defendant and for the benefit of the Defendant only.
- ‘8. Despite repeated requests and demands made by the Plaintiff, The Defendant has failed and/or refused to pay all or any of the outstanding sums of HK\$224,520.00 due under the Bill.
- ‘9. The Plaintiff is also entitled to claim interest on the outstanding sum of HK\$224,520.00 at whatever rate the Court shall direct from the date when the cause of action arose to the date of judgement and thereafter at judgement rate to the date of payment pursuant to Sections 49 and 50 of the District Court Ordinance, Cap. 336..
- ‘10. The relief sought do fall within the jurisdiction of the District Court and section 32 of the District Court Ordinance, Cap.336, does apply to this case.

‘THE PLAINTIFF THEREFORE CLAIMS against the Defendant for: -

- (a) The sum of HK\$224,520.00;
- (b) Interest as pleaded in paragraph 9 hereof;
- (c) Costs of this action; and
- (d) Further and/or other relief.’

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

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