IS THE SECURITIES AND FUTURES COMMISSION STILL INTERESTED IN SOME (OR ALL) OF THESE MATTERS?

The Pigeons Come Home To Roost?

Whether or not the Securities and Futures Commission (SFC), an independent, statutory body, established in the Hongkong Special Administrative Region (HKSAR) of the People's Republic of China (PRC) in 1989, its mandate, being, inter alia, to regulate the securities and futures markets in territory, has stopped its investigations into allegations that there had been insider trading in the shares of Schramm Holding AG () in 2011, this medium does not know, but, in September 2012, the SFC went on record, stating:

'The SFC's investigations is continuing.'

Schramm Holding AG has long gone as a listed company on the Main Board of The Stock Exchange of Hongkong Ltd, formerly being Stock Code, Number 955, but matters, relating to this company must, still, continue to haunt some of the SFC members who, in late 2011, were involved in trying to take action against various HKSAR personages, alleged to have been acting contrary to various rules, governing trading in equities in the territory.

The latest chapter in the long-running saga of SSCP Holdings (Hongkong) Ltd ([]) is contained in HKSAR High Court Action, Number 1757.

This Action is between:

ATM Logistics (Hongkong) Company Ltd
([]) Plaintiff
and

SSCP Holdings (Hongkong) Ltd

Defendant

The address in the HKSAR of the Defendant is said to be:

Flat E, 19th Floor, CNT Tower, Number 338, Hennessy Road, Wanchai, Hongkong Island.

ATM Logistics is suing SSCP Holdings (Hongkong) Ltd for Damages in the amount of \$HK2,566,495.45, interest on this alleged debt, costs of the Action, and

'A declaration that the Plaintiff is entitled to exercise the right of lien against the subject matter goods and commodities in accordance with its Terms and Conditions of Business including but not limited to selling and/or otherwise disposing of the same and using the proceeds of sale to settle (partly) the outstanding invoices; ...'

The Statement of Claim, attached to the Writ of Summons, alleges that the Plaintiff is in the business of

offering logistical services to its customers.

In January 2010, the Statement of Claim alleges, the Defendant, 'through its agent, Paker Develop Limited () ("Paker") ... entered into an agreement whereby the Defendant entrusted the handling and storage of certain commodities to the Plaintiff subject to the payment of charges from time to time (hereinafter referred to as the "Agreement").'.

Paragraph Seven of the Statement of Claim alleges that, in or about October 2012, 'Paker informed the Plaintiff that the Defendant was in financial difficulties and therefore it would no longer act as agent for the Defendant for the purpose of the Agreement ...'.

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