

MR CHRISTOPHER PAUL ERVING IS SUED, ONCE AGAIN

In spite of the fact that Mr Christopher Paul Erving () no longer holds a Practising Certificate, issued by The Law Society of Hongkong, and, as such, this former British bobby may not make the claim of being a solicitor of the High Court of the Hongkong Special Administrative Region (HKSAR) of the People's Republic of China (PRC), he can still be sued in the HKSAR High Court.

And that is, exactly, that which has just happened.

Mr David Norman Brettell (), a former Partner of the solicitors' firm of Messrs. Erving Brettell (), has issued Writ of Summons, Number 1195 of 2015, in the HKSAR High Court, naming Mr Christopher Paul Erving as the Lone Defendant.

Mr Christopher Paul Erving's residence is given in the Writ of Summons, as being:

A8, Rodrigues Court,
Number 350, Victoria Road,
Pokfulam,
Hongkong Island.

Due to the fact that Mr Christopher Paul Erving is no longer a solicitor in good standing in the HKSAR, he cannot, legally, make the claim to be an integral part of any firm of HKSAR solicitors or employed by any HKSAR solicitor's firm in the capacity of a lawyer who advises clients, represents them in the lower courts, and prepares cases for barristers to try in higher courts.

Since Mr Christopher Paul Erving appears to have no business address in the territory, it fell upon Mr David Norman Brettell to have service of this Writ of Summons at the home of the Defendant.

(In [TARGET Intelligence Report, Volume XVI, Number 191](#), dated Tuesday, October 7, 2014, this medium reported that Mr Christopher Paul Erving was a Consultant of the HKSAR legal firm of Chong and Yen (). This consultancy role at Chong and Yen appears, now, to have ceased.)

Mr David Norman Brettell is claiming from Mr Christopher Paul Erving about \$HK5.50 million.

The Statement of Claim, attached to Writ of Summons, Number 1195 of 2015, makes the following declaration:

- '1. From 1st July 1996 until 30th November 2005 the Plaintiff and the Defendant were in partnership together as solicitors and traded together under the name of Messrs. Erving Brettell ("the Firm").*
- '2. Their partnership in the Firm was dissolved upon the Plaintiff's retirement from the Firm on 30th November 2005. Thereafter the Defendant continued trading under the name of the Firm as a sole proprietor.*
- '3. By agreement between the Plaintiff and the Defendant, accountants were at that time*

instructed on behalf of the Firm to prepare a statement of the current account position between them as at 30th November 2005, which showed an indebtedness from the Defendant to the Plaintiff of HK\$5,605,697.

- '4. Adjustments in favour of the Defendant were needed to be made to the said sum of HK\$5,605,697 relating to (i) tax payments and (ii) professional indemnity insurance contributions which were paid by the Defendant upon the Plaintiff's behalf and it was agreed between the Plaintiff and the Defendant that determination of the final account amount would await the Defendant's provision of such information.*
- '5. Despite repeated requests made by the Plaintiff to the Defendant for details of these adjustment payments no such information has been provided by the Defendant.*
- '6. In the absence of such details the Plaintiff calculates that the aggregate total of all such payments cannot exceed the sum of HK\$150,000. On this basis, the sum of HK\$5,455,697 is now due from the Defendant to the Plaintiff.*
- '7. By letter dated 13th May 2015 the Plaintiff's solicitors made a demand to the Defendant for payment of the said sum of HK\$5,455,697 within 14 days, but the payment of this sum remains outstanding.*
- '8. The Plaintiff therefore claims from the Defendant:-*
 - (1) The sum of HK\$5,455,697;*
 - (2) Interest thereon under sections 48 and 49 of the High Court Ordinance Cap. 4 at such rate and for such period as the Court thinks fit;*
 - (3) Such further or other relief as the Court may consider appropriate; and*
 - (4) Costs.'*

The Council of The Law Society of Hongkong Prevails

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