

**CHINA HUISHAN DAIRY HOLDINGS COMPANY LTD:  
THE MANY AND VARIED PROBLEMS, FACING  
WHAT IS LEFT OF SENIOR MANAGEMENT**

**The Disappearance Of Ms Ge Kun;  
Some Bankers Pull The Plug;  
Is The Sun Setting For This Company ?**

Problems never come singly and there is one man who, today, realises this, indubitably, because for this man, who is the Chairman of a publicly listed company, listed on the premier equity market of the Hongkong Special Administrative Region (HKSAR) of the People's Republic of China (PRC), it must appear to him that the sun has been eclipsed ... and, perhaps, forever.

He is Mr Yang Kai (), the Chairman and, effectively, the Controlling Shareholder of China Huishan Dairy Holdings Company Ltd () (Code: 6863, Main Board, The Stock Exchange of Hongkong Ltd).

China Huishan Dairy is a group of companies, all engaged, in one form or another, in the manufacture of dairy products, principally.

Yuanta Securities (Hongkong) Company Ltd ([ ]), a securities company, incorporated in the HKSAR, is the Plaintiff in HKSAR, High Court Action, Number 1313 of 2017.

This company has lodged its Action, naming the following two Defendants:

Champ Harvest Ltd  
Yang Kai

First Defendant  
Second Defendant

According to the database of **TOLFIN** (), the Computerised, Online Financial Intelligence Service and Web-Based, Credit-Checking Provider, the First Defendant is a company, domiciled in the **British Virgin Islands (BVI)**, and, ultimately, owned by Ms Ge Kun (), an Executive Director of China Huishan Dairy and one of the Controlling Shareholders due to her close association with Mr Yang Kai. Ms Ge Kun owns 10 percent of the Issued and Fully Paid-Up Share Capital of Champ Harvest Ltd and Mr Yang Kai, the Executive Chairman and Chief Executive Officer of China Huishan Dairy, owns the remaining 90 percent of the Issued Share Capital of that BVI company.

The Writ of Summons states that the three known addresses of the Second Defendant are as follows:

CA2, Shangri-la, No. 8, Pubei Road, Shenbei New District, Shenyang, PRC  
-8-13A131-1-2  
98-15-3-2

At Paragraph Three of the Statement of Claim, attached to the Writ of Summons, it is alleged that the First Defendant, on or about September 29, 2015, opened '*a securities margin account*' with the Plaintiff.

At Paragraph Six of the Statement of Claim, it is alleged that, on or about September 29, 2015, the Second Defendant '*executed an Unlimited Continuing Guarantee*' in favour of the Plaintiff '*with respect to Champ's indebtedness owed from time to time to Yuanta (the "Guarantee")*.'

The Guarantee contained, inter alia, the following covenants, it is alleged at Paragraph Seven:

- ‘(1) By Clause 1, Yang absolutely, irrevocably and unconditionally guaranteed the full and complete payment to Yuanta on demand of all monies, obligations and liabilities (whether present or future and whether actual or contingent), which were at the time of the execution of the Guarantee or might at any time thereafter be or become from time to time due, owing and/or incurred to the Yuanta anywhere from or by Champ, whether as debtor, surety or otherwise howsoever and whether alone or jointly with any other person.*
- ‘(2) By Clause 16, a certificate by an officer of Yuanta as to the monies and liabilities for the time being due or incurred to Yuanta from or by Champ shall be conclusive as between Yuanta and Yang. Yang shall not be entitled to dispute the accuracy of any certificate so issued.’*

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

*While TARGET makes every attempt to ensure accuracy of all data published,  
TARGET cannot be held responsible for any errors and/or omissions.*

*If readers feel that they would like to voice their opinions about that which they have read in TARGET, please feel free to e-mail your views to [editor@targetnewspapers.com](mailto:editor@targetnewspapers.com). TARGET does not guarantee to publish readers' views, but reserves the right so to do subject to the laws of libel.*