

CHINA EVER GRAND FINANCIAL LEASING GROUP COMPANY LTD;
CHINA RESOURCES AND TRANSPORTATION GROUP LTD;
AND,
MESSRS FUNG TSUN PONG AND CAO ZHONG

Do You Own Shares In These
Two Publicly Listed Companies ?

Other than that which has been stated in High Court Action, Number 601 of 2018, Statement of Claim attached, one has to ponder as to what else is there that has been partially or totally obscured behind the numerous trees in the corporate forests of two publicly listed companies, both listed on the premier equity market of the Hongkong Special Administrative Region (HKSAR) of the People's Republic of China (PRC).

TF Advances Ltd is the Plaintiff in Action, Number 601 of 2018, recently filed in the High Court of the HKSAR.

TF Advances Ltd is beneficially owned and controlled by China Ever Grand Financial Leasing Group Company Ltd () (Code: 379, Main Board, The Stock Exchange of Hongkong Ltd).

The two Defendants to Action Number 601 of 2018 are:

Mr Fung Tsun Pong ()

First Defendant

and,

Messrs Fung Tsun Pong and Cao Zhong are, respectively, the Vice Chairman and Chairman, both being Executive Directors of China Resources and Transportation Group Ltd () (Code: 269, Main Board, The Stock Exchange of Hongkong Ltd).

High Court Action, Number 601 Of 2018

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TF Advances Ltd, a wholly owned subsidiary of China Ever Grand Financial, is engaged in Treasury Investment Activities and Money Lending, according to the database of **TOLFIN** (), the Computerised, Online Financial Intelligence Service and Web-Based, Credit-Checking Provider.

It filed its Writ of Summons in the HKSAR High Court on or about Thursday, March 15, 2018, attaching a Statement of Claim.

Taking up the Statement of Claim, from Paragraph Two through to Paragraph 13, it is alleged:

- ‘2. *On 4th February 2016, a written loan agreement written in Chinese was entered between the Plaintiff as lender, the 1st Defendant as borrower and the 2nd Defendant as guarantor (“the **Loan Agreement**”) at 12/F, Kwan Chart Tower, No. 6 Tonnochy Road, Wanchai, Hong Kong, which contains, inter alia, the following material and express terms:*
 - ‘(a) *Clause 2.1: The Plaintiff shall lend a sum of HK\$30,000,000 being principal loan (“**the Loan**”) to the 1st Defendant;*
 - ‘(b) *Clause 4.1.3(b): As security to the Plaintiff, the 2nd Defendant shall enter into a separate Deed of Guarantee to guarantee the performance of the Loan Agreement by the 1st Plaintiff;*
 - ‘(c) *Clause 3.1: Simple interest on the outstanding balance of the Loan at the rate of 10% per annum accrued on daily basis shall be paid by the 1st Defendant to the Plaintiff on the same day as the drawdown of the Loan on each subsequent month until the Loan is fully repaid.*
 - ‘(d) *Clause 5.1: Half of the Loan shall become due on the expiry of half year from the date of drawdown of the Loan, and the remaining half of the Loan shall become due on the first anniversary of the date of drawdown of the Loan. In case of any breach of the Loan Agreement by the Defendant(s), all indebtedness shall become due immediately and shall be repaid immediately.*
 - ‘(e) *Clause 12.1.1: The failure to repay any sums under the Loan Agreement when they fall due (including the principal and interest or any part of thereof) shall constitute a breach of the Loan Agreement.*

‘3. On ... [CLICK TO ORDER FULL ARTICLE](#)

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