

**BAKER AND MCKENZIE:
THE NEW ORDER OF THINGS ?**

There have been quite a number of administrative changes to the Government Establishment of Hongkong since the assumption of sovereignty of these 416 square miles by the Government of the People's Republic of China (PRC).

Today, one notes that the Hongkong Special Administrative Region (HKSAR) is less efficient than in days of yore, under the British Government's management baton.

The High Court is but one Government Department where one notes dramatic changes to the Administration, from the general attitude of the Court clerks to the sloppy way in which the Cause Book is, often, updated.

But the most recent change, seemingly the result of the solicitors' firm of Baker and McKenzie, leaves TARGET completely mystified.

Baker and McKenzie, recently, filed an Action in the High Court of the HKSAR, Court of First Instance, presumably on behalf of a corporate entity, known only as '*Bellagio*'.

High Court Action Number 17898 is between Bellagio and Mr Howard Wong of Flat A, 32nd floor, Villa Veneto, Number 3, Kotewall Road, Hongkong.

The first paragraph of the Statement of Claim, attached to the Writ of Summons, starts with: '*The Plaintiff is a company incorporated in Nevada, the United States of America, which operates a casino-hotel known as Bellagio.*'

So, TARGET assumes that there is a new type of corporate entity in the US, one which may use only a trading name in order to describe it; and, it does not need to be identified as having a limited liability – as is the case in other English Common Law jurisdictions.

Further, TARGET assumes that the State of Nevada '*operates a casino-hotel known as Bellagio.*'

If TARGET is incorrect with regard to the last paragraph, then it must be a matter of Baker and McKenzie, altering the way in which English grammar is to be employed in the HKSAR from now on.

If Baker and McKenzie had worded the first paragraph: '*The Plaintiff is a company, which operates the casino-hotel, known as Bellagio. It is located in Nevada, the United States of America.*' then, that is another matter.

However, since Baker and McKenzie is above making errors, then TARGET assumes that our first interpretation of the wording of the first paragraph is correct; and, that the State of Nevada '*operates a casino-hotel known as Bellagio.*'

The Statement of Claim is simple enough. It alleges that Mr Howard Wong obtained a credit line from Bellagio in order to allow him to gamble in the casino-hotel.

This is, allegedly, evidenced by an agreement in writing, signed and dated December 22, 1998.

Paragraph 5 of the Statement of Claim states that, on December 27, 1998, Bellagio '*provided to the Defendant credit facilities for the purposes of gambling in consideration that the Defendant would repay the amount so advanced under the said credit facilities to the Plaintiff pursuant to the terms of the Credit Agreement ...*'.

Paragraph 6 of the Statement of Claim alleges that, on December 27, 1998, Bellagio advanced credit to Mr Howard Wong in the sum of \$US500,000 (about \$HK3.85 million) in 3 tranches -- \$US350,000, \$HK100,000 and \$HK50,000.

Mr Howard Wong is alleged to have signed '*markers*' for the 3 loans.

On March 30, 1999, it is alleged in Paragraph 7 that Mr Howard Wong paid to Bellagio the sum of \$US27,000, leaving an unpaid balance of \$US473,000.

Bellagio is claiming, in Paragraph 8 of the Statement of Claim, that it is entitled to interest at the rate of 18 percent per annum on the outstanding amount, owed to it.

Bellagio is claiming:

1. *The sum of US\$500,000.000.*
2. *The sum of US\$77,527.72 being interest pursuant to the Credit Agreement.*
3. *Alternatively, interest pursuant to Section 48 of the High Court Ordinance, Chapter 4.*
4. *Costs.*
5. *Further and/or other relief.*

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