**IN THE GENERAL DIVISION OF**
**THE HIGH COURT OF THE REPUBLIC OF SINGAPORE**

**[2023] SGHC 176**

Suit No 115 of 2022

Between

Hoie Kok Hing

… *Plaintiff*

And

Hoie Tip Fong (sued as an individual and in her representative capacity as the executrix of the estate of Hoie Wai Fong, deceased)

… *Defendant*

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# JUDGMENT

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[Trusts — Express trusts]
[Probate and Administration — Executors]

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# Hoie Kok Hing
# v
# Hoie Tip Fong
# (sued as an individual and in her representative capacity as the executrix of the estate of Hoie Wai Fong, deceased)

**[2023] SGHC 176**

General Division of the High Court — Suit No 115 of 2022
Audrey Lim J
20 – 24 February, 20 April 2023

22 June 2023 Judgment reserved.

**Audrey Lim J:**

1 The plaintiff, Mr Hoie Kok Hing ("Johnny"), and the defendant, Mdm Hoie Tip Fong ("Pat"), are siblings. In this suit ("the Suit"), Johnny claims a one-sixth share both in a property at River Valley Road ("RV Property") and in the sale proceeds of a property at Barker Road ("BR Property") which was sold in 2019. He claims that Pat held the properties on trust for the estate of their father ("Mr Hoie") or mother ("Mdm Boey") (collectively the "Parents"). Johnny further seeks an order that Pat render an account of all assets belonging to Mdm Boey in the possession of Pat and their late sister, Mdm Hoie Wai Fong ("Lucy"), as the executrices of Mdm Boey's estate.[1]

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[1] Statement of Claim (Amendment No. 1) ("SOC") at [14], [16], and prayers (1), (1A) and (2).

2 Mr Hoie passed away on 22 June 1993 and left a will where he appointed Lucy as the sole executrix. Mdm Boey passed away on 1 May 2015 and left a will where she appointed Lucy and Pat as the joint executrices.[2] Whilst the Suit was commenced more than 28 years after Mr Hoie's passing and more than six years after Mdm Boey's passing, Johnny claims that he did not know of the existence of the Parents' wills at the material times.[3]

## Background

3 Mr Hoie and Mdm Boey had six children (the "Siblings"), namely, Mdm Hoie Lai Fong ("Rosalind"), Lucy, Pat, Johnny, Mr Hoie Kok Yew ("Robert") and Mdm Hoie Sook Fong ("Judy"). Lucy passed away on 15 September 2020, and Robert passed away on 19 March 2021.[4]

4 Mr Hoie founded two printing companies, Luen Wah Press ("Luen Wah") and Wing Lee Printing Press Ltd ("Wing Lee").

5 Mr Hoie founded Luen Wah as a sole proprietorship in 1940, and it became an exempt private company limited by shares in 1982. In 1974, Robert became a partner of Luen Wah; and both Mr Hoie and Robert ceased to be partners in December 1977. Johnny became a partner of Luen Wah from 1974 and was its sole shareholder when it was wound up in 2005.[5]

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2 SOC at [7(h)] and [(7(i)]; Agreed Bundle of Documents ("AB") 11–18.

3 Johnny's Affidavit of Evidence-in-Chief ("AEIC") at [15] and [17]; 20/2/23 NE 18, 25 and 31.

4 SOC at [7(j)] and [7(k)].

5 Exhibit A (Silvester Legal LLC's letter dated 21 February 2023 at [5]–[6] and Tab 1).



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6 Wing Lee was incorporated in March 1965.[6] In particular:

(a) A total of 16,000 shares were first issued to Mr Hoie (10,000 shares), Mdm Boey (1,000 shares), Rosalind, Lucy and one Tang Tai Thye, who was the family's housekeeper ("Tang"). In 1970, Mdm Boey was issued a further 45,000 shares in consideration for her transferring the RV Property (registered in her name) to Wing Lee. In 1972, Mr Hoie was issued a further 19,000 shares and Judy was issued 10,000 shares. In total, 90,000 shares in Wing Lee were issued.[7]

(b) In June 1976, 35,000 of Mdm Boey's shares were transferred to Johnny (who obtained 10,000 shares), Robert, Rosalind, Pat and Lucy. Hence, by this date, all the Siblings had been given shares in Wing Lee. It is not disputed that the Siblings (and Tang) did not pay for any of the shares issued to them.[8]

(c) By July 1978, Johnny no longer had any shares in Wing Lee, as his 10,000 shares had been transferred to Mdm Boey, Lucy and Pat. However, the other Siblings continued to hold shares in Wing Lee.[9]

(d) In June 1976, the Parents, Johnny, Pat and Robert were the directors of Wing Lee. Whilst named as a director, Johnny never took

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6 SOC at [7(c)]; Defence (Amendment No. 1) ("Defence") at [4]; Pat's AEIC at [7] and [8]; Johnny's AEIC at [41]; AB 161.

7 Silvester Legal LLC's letter dated 2 March 2023 ("Silvester's 2/3/23 Letter") at pp 4–5; Agreed List of Issues dated 2 March 2023 ("Agreed LOI") at [6].

8 Silvester's 2/3/23 Letter at pp 6–9; 21/2/23 NE 90; 22/2/23 NE 36; 23/2/23 NE 26; Johnny's AEIC at [49].

9 Silvester's 2/3/23 Letter at pp 10–12.



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part in the management of, nor was he paid a remuneration at, Wing Lee. Johnny and Pat ceased to be directors in December 1976.[10]

(e) As at June 1981, the Parents, Robert, Judy and Lucy were the directors of Wing Lee, with Lucy having been appointed the managing director ("MD") from 26 May 1980. On 25 November 1981, Pat was re-appointed as a director.[11] I will refer to Lucy and Pat as "the Sisters" where appropriate.

(f) Subsequently, Judy resigned as a director in March 1982, and the Parents and Robert resigned in November 1985, leaving only the Sisters to manage Wing Lee.[12]

7 In April 1986, Wing Lee was wound up by a members' voluntary winding up. The Sisters were then the only directors and shareholders on record. As Wing Lee's main asset was the RV Property, it vested in the Sisters as the shareholders at the time of Wing Lee's winding up.[13]

**Johnny's claims**

8 Johnny's case, based on his affidavit of evidence-in-chief ("AEIC"), is as follows. He received a cheque for $77,000 ("$77,000 Cheque") after Mr Hoie passed away, and a cheque for $62,650.04 ("$62,650.04 Cheque") after Mdm Boey passed away, both of which he understood to be interim distributions from the Parents' estates. However, no further distribution was subsequently made.[14]

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10 21/2/23 NE 8; Agreed LOI at [5]; Silvester's 2/3/23 Letter at pp 6 and 10.

11 Johnny's AEIC at [53]; AB 152; Silvester's 2/3/23 Letter at pp 15 and 24.

12 Silvester's 2/3/23 Letter at pp 20, 24 and 25.

13 AB 211 and 217; Pat's AEIC at [15].

14 Johnny's AEIC at [9]–[11], [15]–[16], [19] and [24].



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9 Johnny claims that Mr Hoie beneficially owned the BR Property, although it had been registered in Mdm Boey's and the Sisters' names as joint tenants. Hence, Mdm Boey's purported gift of her share of the BR Property to the Sisters (according to her will) was invalid, and the property should have been divided equally among the Siblings on Mr Hoie's death. Thus, Johnny should have received a one-sixth share in the sale proceeds of the Property.[15]

10 Johnny claims that the RV Property also belonged to Mr Hoie beneficially, although it had been registered in Mdm Boey's name. Mdm Boey subsequently transferred the RV Property to Wing Lee in 1970, in exchange for 45,000 shares in Wing Lee. Johnny claims that Wing Lee was founded by the Parents with the intention that it would be a family trust and that it was agreed among the family members that the Siblings would share equally in the family trust on the Parents' demise. Hence, the Sisters breached that trust by transferring the RV Property to themselves when Wing Lee was wound up, instead of distributing it among the Siblings.[16]

11 Johnny further claims that the Sisters intermeddled in Mdm Boey's estate and that there are further moneys in the estate for distribution. In particular, Pat did not obtain a grant of representation in relation to, and was not authorised to make any distributions from, the estate.[17]

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15 Johnny's AEIC at [21] and [60]–[64]; SOC at prayer (1A).

16 Johnny's AEIC at [40]–[42], [44], [45] and [57].

17 SOC at [14] and [16]; Johnny's AEIC at [36].



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12 However, in court, Johnny clarified that he was making claims only in relation to the RV Property (and the rental proceeds therefrom) and the sale proceeds of the BR Property.[18]

**Mr Hoie's and Mdm Boey's wills**

13 I deal first with whether Johnny knew of the wills of Mr Hoie and Mdm Boey ("Mr Hoie's Will" and "Mdm Boey's Will" respectively) at the time of their respective demise, as Johnny's claims pertaining to the RV Property and the BR Property are premised on the properties falling under the estate(s) of Mr Hoie and/or Mdm Boey.

14 Johnny does not dispute the validity of the wills and accepts that they were executed by Mr Hoie and Mdm Boey respectively. This is despite his initial claim that the Sisters had arranged for Mdm Boey "who [was] illiterate, to execute a will under suspicious circumstances",[19] which is, in any event, unsubstantiated. He claims, however, that he did not know of the wills, let alone about their contents, when the Parents passed away.[20]

***Whether Johnny knew of Mr Hoie's Will at the material time***

15 It is no longer disputed that Mr Hoie did leave a will, where he appointed Lucy as the sole executrix and left larger shares of his estate to Mdm Boey, the Sisters and Robert, than to Johnny, Rosalind and Judy.

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18 21/2/23 NE 35–38 and 43.

19 Johnny's AEIC at [67].

20 Agreed LOI at [1] and [2]; AB 11–18; Johnny's AEIC at [15] and [17]; 20/2/23 NE 18, 25 and 31; 21/2/23 NE 104.



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16 Johnny claims that shortly after Mr Hoie's demise, Lucy had handed him the $77,000 Cheque and told him that it was a distribution from Mr Hoie's estate. He was puzzled at receiving only a modest sum and, a few weeks later, he asked Mdm Boey about this, whereupon she informed him that "once I am not around, all of you will get an equal share". He thought that the $77,000 Cheque was merely an interim distribution and that his father had bequeathed all his property to his mother, such that there would be a final distribution only after her passing. He only discovered that his father had left a will after he commenced the Suit.[21]

17 Pat claims that Johnny knew of the existence of Mr Hoie's Will when Mr Hoie passed away. The will was read to all the beneficiaries by Lucy after Mr Hoie's passing, including Johnny, during a family meeting at the BR Property, and Johnny was thus aware of its contents. Johnny also had the opportunity to read the will.[22]

*My findings*

18 I find that Johnny knew of Mr Hoie's Will and its contents when Mr Hoie passed away in 1993, because it was read out in his presence at a family meeting, and that he knew Lucy was the executrix named in the will. I further find that he accepted the $77,000 Cheque as his entire share under the will at that time, and I disbelieve that he thought there would be a final distribution of Mr Hoie's estate only upon Mdm Boey's passing.

19 Pat's testimony that Lucy read out Mr Hoie's Will at a family meeting which Johnny attended is supported by Judy and Rosalind. Judy attested that all

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21 SOC at [7(h)] and [9A]; Johnny's AEIC at [9]–[13], [17]; 20/2/23 NE 32, 33 and 35.

22 Defence at [4]; Pat's AEIC at [25].



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the Siblings had been present, that Lucy had read out the will and then passed it around, and that Johnny would have had the opportunity to read it.[23] Rosalind also attested that she had been shown Mr Hoie's Will at the family meeting and had been given the opportunity to read it.[24] I see no reason to disbelieve Judy and Rosalind. Like Johnny, they had each received a smaller share of Mr Hoie's estate compared to the Sisters, but unlike Johnny, they do not claim to be entitled to a share in the BR Property or the RV Property. Instead, they had no issues with Lucy's administration of Mr Hoie's estate and accepted that Mr Hoie had bequeathed a larger share of his estate to the Sisters because they would be the main caregivers of Mdm Boey after his passing.[25]

20 Indeed, it is strange that despite claiming to have believed that the $77,000 Cheque (received in *1993*) and the $62,650.04 Cheque (received in *2015*) were only interim distributions, Johnny never queried the Sisters on why there was no further distribution from the Parents' respective estates for many years, although he was supposedly "puzzled" by the modest amounts he had received each time.[26] In fact, he claimed in court that he did not care who distributed his father's estate or whether Lucy had the authority to do so, although Mr Hoie had purportedly died intestate. For over 25 years, he also never enquired as to whether Mr Hoie had made a will, although he "wondered" to himself if there were any balance moneys in Mr Hoie's estate for distribution.[27] His lawyers wrote to Pat only on 20 November 2020 (after Lucy

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23 Judy's AEIC at [15]; 21/2/23 NE 53 and 103.

24 Rosalind's AEIC at [16]; 23/2/23 NE 12–13.

25 Judy's AEIC at [13] and [17]; Rosalind's AEIC at [18]–[19]; 21/2/23 NE 53; 23/2/23 NE 12–13.

26 Johnny's AEIC at [11] and [24]; 20/2/23 NE 40–41.

27 20/2/23 NE 25, 28–31 and 33.



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had passed away in September 2020) to ask whether the Parents had each left a will, and to assert that the BR Property and the RV Property were owned by both Parents.[28]

21 Johnny's conduct (at [20] above) supports my finding that he knew Mr Hoie had left a will and named Lucy as the executrix, which was why he never challenged Lucy's authority to administer the estate or the amounts he received from the estate at the material time. Indeed, Johnny did admit in court that he knew Mr Hoie had left a will which appointed Lucy as the executrix.[29]

***Whether Johnny knew of Mdm Boey's Will at the material time***

22 Johnny accepts that Mdm Boey left a will. In Mdm Boey's Will, she appointed the Sisters as joint executrices, devised her share of the BR Property to them in equal shares, and gave larger shares of her estate to the Sisters and Robert, than to Johnny, Rosalind and Judy.[30]

23 Johnny claims that a few weeks after Mdm Boey's passing in May 2015, he received the $62,650.04 Cheque from the Sisters at a family meeting held at the BR Property. He did not know that Mdm Boey had left a will. As the Sisters had previously administered Mr Hoie's estate, he had no reason to suspect that anything was amiss and received the cheque thinking that it was an interim distribution. At a subsequent meeting, the Sisters circulated a document with a breakdown of the distributions from Mdm Boey's estate, and said that they would wait for the maturity of a fixed deposit belonging to Mdm Boey (the

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28 AB 360–362; Johnny's AEIC at [29(b)].

29 20/2/23 NE 30.

30 SOC at [7(i)]; AB 16–18.



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"UOB FD") before making a further distribution to the beneficiaries. However, no further distributions were made.[31]

24 Pat claims that Johnny knew of Mdm Boey's Will upon her passing. The Sisters called for a family meeting shortly thereafter ("2015 Family Meeting") with the Siblings present, and the will was read out and circulated to everyone. The attendees were further informed that Mdm Boey had two accounts (*ie*, the UOB FD and a POSB Account) containing $554,558.22 and $10,002.95 respectively. The UOB FD was held in the names of the Sisters on trust for Mdm Boey, whilst the POSB Account was jointly held in the names of Mdm Boey and Lucy. The moneys in these accounts were eventually distributed to the beneficiaries after paying off various expenses. In particular, Johnny was given the $62,650.04 Cheque as his share of the moneys in the accounts, in accordance with Mdm Boey's Will. The beneficiaries acknowledged receipt of their respective distributions by signing off in the records which Pat had kept in an exercise book ("Exercise Book").[32]

*My findings*

25 I find that Johnny knew of Mdm Boey's Will and its contents when Mdm Boey passed away in 2015, because it was read out in his presence at the 2015 Family Meeting, and he also knew that the Sisters were the executrixes named therein. I further find that he had accepted the $62,650.04 Cheque as his entire share under the will at that time, and I disbelieve his claim that he believed that it was merely an interim distribution.

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31 Johnny's AEIC at [15]–[16], [19] and [24].

32 Defence at [12(a)]; Pat's AEIC at [39]–[60]; AB 236–250.



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26 Pat's testimony on the 2015 Family Meeting is supported by Judy, Rosalind and Rosalind's daughter, Ms Lee Yuet Ping ("Yuet Ping") who was also a beneficiary under Mdm Boey's Will. They stated that Johnny was present at this meeting and that the will was passed around for everyone to read. I see no reason to disbelieve them. Judy and Rosalind had no issues with the Sisters' administration of Mdm Boey's estate, although they had each received a smaller share under Mdm Boey's Will.[33]

27 Johnny's testimony also supports my finding that he knew of Mdm Boey's Will at the material time and accepted the manner in which the Sisters had administered the estate. In court, he admitted that he "believed" the Sisters were the executrices responsible for administering Mdm Boey's estate, and that his belief was based on his "trust" in them because they were "in charge of the accounts".[34] The purported basis for Johnny's belief was unconvincing, and I find his belief was instead based on the fact that Mdm Boey's Will was made known to him at the 2015 Family Meeting.

28 Johnny's conduct further supports my finding. Prior to 2020, he did not even attempt to find out who was entitled to apply for a grant of probate in respect of Mdm Boey's estate. This is despite claiming to have been "puzzled" that he had obtained only an interim distribution (via the $62,650.04 Cheque) in 2015; and although he claimed to be continually puzzled from time to time, he left it at that.[35] He finally admitted in cross-examination that he had made no effort to see to the grant of probate and distribution of Mdm Boey's estate

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33 Judy's AEIC at [19] and [21]; Rosalind's AEIC at [22]–[25] and [27]; Yuet Ping's AEIC at [12]–[16]; 21/2/23 NE 69.

34 20/2/23 NE 19–20.

35 20/2/23 NE 20–21 and 40–41.



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because he knew all along that the Sisters were the legally appointed executrices of the estate.[36] Such knowledge must have been based on him having seen or known of the existence of Mdm Boey's Will at the material time.

29 I also reject Johnny's pleaded case that the Sisters did not disclose at the 2015 Family Meeting the assets in Mdm Boey's estate.[37] On the contrary, Johnny knew of the UOB FD and POSB Account at the material time. He attested that one of the Sisters had informed him of the UOB FD, and his claim is merely that they never mentioned that the UOB FD and POSB Account would "solely" form the estate.[38] He also admitted that Mdm Boey's jewellery had been distributed to the beneficiaries.[39] Finally, the contents of the Exercise Book (see [24] above), which Johnny had signed and which record he has not disputed, show the Sisters did not conceal from him the assets in Mdm Boey's estate.

***Conclusion on the Wills***

30 In the round, I find that Johnny knew of Mr Hoie's Will and Mdm Boey's Will after their demise, that he had the opportunity to peruse the wills and that he knew of the contents therein. He did not object to the distributions made to the beneficiaries at the material times because he knew Lucy or the Sisters (as the case may be) had done so in accordance with the wills. His assertion that he was unaware of the Parents' wills at the material times merely undermines his credibility in relation to his claims.

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36 20/2/23 NE 24.

37 SOC at [9].

38 Johnny's AEIC at [18]–[20]; 20/2/23 NE 43–44.

39 21/2/23 NE 36; Yuet Ping's AEIC at [19]; Pat's AEIC at [62]–[63].



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**BR Property**

31 I proceed to deal with the BR Property. In 1953, Mr Hoie purchased a property (the "Berrima Property") as the family home.[40] In March 1991, a contract of sale was executed to sell the Berrima Property, and completion took place with the transfer of the property to the new owner in August 1991.[41] Meanwhile, the BR Property was purchased for $750,000 in the names of Mdm Boey and the Sisters as joint tenants. The contract to purchase the BR Property was executed on 28 February 1991 and the property was transferred to Mdm Boey and the Sisters on 7 July 1992.[42]

32 After the Berrima Property had been sold, the Parents, the Sisters and Robert resided at the BR Property. The BR Property was not mentioned in Mr Hoie's Will. But in Mdm Boey's Will, she devised "[her] share" of it to the Sisters in equal shares. In June 2019, the Sisters sold the BR Property for $4m.[43]

33 Johnny pleaded that the BR Property belonged to Mr Hoie as he had paid the purchase price. Hence, Mdm Boey could not devise the BR Property to the Sisters, and it should have been distributed under Mr Hoie's estate with Johnny being entitled to one-sixth of it in accordance with the terms of the purported family trust or under the rules of intestacy.[44] Johnny claims that Mdm Boey and the Sisters did not have the means to purchase the BR Property, and Mr Hoie had financed the entire purchase price from the sale of the Berrima Property.

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40 AB 41; SOC at [7(a)]; Defendant's Closing Submissions dated 20 April 2023 ("DCS") at [21]; 21/2/23 NE 65.

41 AB 231–235; 20/2/23 NE 69; 22/2/23 NE 14.

42 AB 256–260; 20/2/23 NE 59, 68–69; 21/2/23 NE 4.

43 SOC at [6] and [9A]; Defence at [7]; Pat's AEIC at [33]; AB 270–273.

44 SOC at [32]–[34].



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The Sisters thus knew they held the beneficial interest in the BR Property on trust for Mr Hoie's estate, but surreptitiously sold the property and pocketed the sale proceeds. Further, the Sisters did not apply for a grant of representation in respect of Mr Hoie's estate and had thus intermeddled in his estate.[45]

34 Pat asserts that the BR Property belonged to Mdm Boey and the Sisters absolutely, as they had each paid $250,000 towards the purchase price of $750,000. On Mdm Boey's demise, the BR Property vested in the Sisters by virtue of the right of survivorship; and Mdm Boey had also in her will devised her share of the property to the Sisters who thus became the sole owners.[46]

***My decision***

35 I find Johnny's claim to be without merit.

36 First, Johnny has been unable to mount a consistent case as to who had purchased the BR Property or beneficially owned it.

(a) He pleaded that Mr Hoie had financed the entire purchase price of the property, and that Mdm Boey and the Sisters had at all material times regarded *Mr Hoie as the sole owner in equity*. As such, the BR Property was held on trust for Mr Hoie's estate; and, when the property was sold, the sale proceeds were also held on trust for his estate.[47]

(b) However, in his AEIC, Johnny claimed the BR Property was purchased by *both* Mr Hoie and Mdm Boey, and Mdm Boey was a *tenant-in-common in equity* of the property. His position was therefore

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45 SOC at [35]; Johnny's AEIC at [60]–[61] and [66].

46 Defence at [3(c)] and [7(b)]; Pat's AEIC at [29] and [38].

47 SOC at [32]–[33] and prayer (1A).



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that Mdm Boey had a beneficial interest in the BR Property. Strangely, in court, he claimed that he did not understand the meaning of "tenant-in-common in equity", although this was his assertion on affidavit.[48]

(c) In court, Johnny claimed the BR Property *belonged to Mdm Boey* because Mr Hoie had *gifted it to her at the time of purchase*. But Johnny's claim that Mr Hoie had gifted the property to Mdm Boey is entirely unsubstantiated. He then conceded that if Mr Hoie had made an *inter vivos* gift of the property to Mdm Boey, it would have no longer belonged to Mr Hoie and Mr Hoie could not have been able to devise it on his passing. Hence, the BR Property would fall within Mdm Boey's estate. He finally conceded that he could not make a claim on the BR Property from Mr Hoie's estate and instead, he claimed it under Mdm Boey's estate.[49]

37 Johnny's claim, which morphed from Mr Hoie being the 100% beneficial owner of the BR Property, to both Parents beneficially owning the property, and finally to Mdm Boey being the 100% beneficial owner (because Mr Hoie had gifted the property to her), undermines his credibility. Indeed, he claimed in court that he did not know the BR Property had been purchased in the names of Mdm Boey and the Sisters, until around the time of the Suit.[50]

38 Second, Johnny's assertion that Mr Hoie had financed the entire purchase of the BR Property is unsubstantiated, but merely based on an assumption founded on conjectures about how much money Mdm Boey and the

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48 Johnny's AEIC at [22]–[23] and [36(b)]; 20/2/23 NE 61–62.

49 20/2/23 NE 57–58, 62–64 and 72–73; 21/2/23 NE 34–35.

50 20/2/23 NE 64–65.



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Sisters had at that time, and on Robert (who is now deceased) purportedly having informed Johnny that Mr Hoie had paid for the property. Indeed, in court, he contradicted himself by admitting that he did not know how Mr Hoie had financed the purchase of the BR Property, although he had initially pleaded that Mr Hoie had done so with the sale proceeds from the Berrima Property.[51]

39 Third, Johnny's claim that Mr Hoie had used the sale proceeds from the Berrima Property to purchase the BR Property is but a bare assertion based on pure speculation. Although the Berrima Property was transferred away from Mr Hoie before the purchase price of the BR Property was paid, this does not entail that Mr Hoie must have used the sale proceeds from the former to pay for the latter.[52] As Johnny admitted in court, he did not know how Mr Hoie had financed the purchase of the BR Property.

40 On the contrary, Pat attested (and which I accept) that she, Lucy and Mdm Boey decided on the purchase of the BR Property and paid the purchase price with moneys from their own savings, income or investments, including the proceeds from the sale of the Sisters' own property at Himiko Court.[53] Pat's account is corroborated by Judy's testimony that Mdm Boey and the Sisters had informed her that they had purchased the BR Property jointly, and by Judy's and Rosalind's testimony that Mdm Boey had her own sources of funds from her investments and savings.[54] Pertinently, Mdm Boey's Will, wherein she stated that she was giving "[her] share" of the BR Property to the Sisters, is cogent evidence that Mdm Boey had regarded herself as a beneficial owner of

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51 Johnny's AEIC at [59]; 20/2/23 NE 64 and 70; SOC at [32].

52 21/2/23 NE 4.

53 22/2/23 NE 9, 18, 19, 59 and 60; Defence at [22(a)].

54 21/2/23 NE 58, 60, 64 and 65; 23/2/23 NE 23, 25 and 43.



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the BR Property. In this regard, Johnny's claim that Mdm Boey and the Sisters had "regarded Mr Hoie as the sole owner" of the property is baseless and contradicted by Pat's testimony as well as the contents of Mdm Boey's Will. In the round, I find the BR Property was purchased by Mdm Boey and the Sisters, and I accept Pat's testimony that the three of them had contributed equally to the purchase price.

41 Hence, Johnny's claim for a share of the BR Property even under Mdm Boey's estate fails. Even assuming that Mdm Boey's share in the BR Property was capable of being devised under her will (given that there is a right of survivorship vis-à-vis the Sisters who were the remaining joint tenants after Mdm Boey's demise), Mdm Boey had made it clear in her will that her share in that property would be left to the Sisters. Moreover, as the registered purchasers and owners of the BR Property, the presumption of indefeasibility of title of the property would apply; however, Johnny has not shown how the property was to be held on a resulting trust for Mr Hoie (*Loo Chay Sit v Estate of Loo Chay Loo, deceased* [2010] 1 SLR 286 at [14]). That the Sisters never informed Johnny when they subsequently sold the BR Property is irrelevant as they (being the sole beneficial owners after Mdm Boey's demise) were entitled to dispose of it.

42 To conclude, Johnny's claim for a share in the sale proceeds of the BR Property is without merit. His initial claim, that the BR Property should fall under Mr Hoie's estate, is demolished by his own assertion that Mr Hoie could not give away what he did not own. Even if I accept Johnny's case that the BR Property belonged entirely to Mdm Boey (which I do not), the fact remains that she had bequeathed whatever share she had in it to the Sisters by her will, which validity Johnny does not dispute.



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**Wing Lee and the RV Property**

43 I proceed to deal with Wing Lee and the RV Property, which was held by Wing Lee prior to its winding up.

***Johnny's case***

44 I set out Johnny's case based on his AEIC.

45 Wing Lee was founded by the Parents "with the intention that it would be a family trust", and that it would be a family-owned business with "all members of the family as shareholders and participating in the management of the business". Although Mdm Boey purchased the RV Property around January 1965, it was fully paid by Mr Hoie. Wing Lee's capital was raised by injecting the family assets in exchange for shares in the company. Hence, in July 1970, Mdm Boey transferred the RV Property to Wing Lee for 45,000 shares.[55]

46 As a family trust, shares were to be issued to each family member with a view that they would participate in and benefit from the family trust. It was "agreed and accepted" among the family members that upon the Parents' deaths, each of the Siblings would have an equal share in the family trust (*ie*, in Wing Lee). The initial shareholders in Wing Lee were the Parents, Rosalind, Lucy and Tang (see [6(a)] above). Over the years, the shareholding changed to include the other Siblings, including Johnny who was issued 10,000 shares.[56]

47 Johnny claims he had a good relationship with Mr Hoie, who gave him the responsibility of running "the family printing business". Hence, it was

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55 Johnny's AEIC at [40]–[45].

56 Johnny's AEIC at [44]–[49].



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inconceivable that he would have received only $77,000 from Mr Hoie's estate, and that Mr Hoie did not intend for him to have a share in the RV Property or any other part of his estate when he passed away.[57]

48 Johnny claims that Lucy's and Pat's appointments as MD and director of Wing Lee respectively were merely for administrative reasons as the Sisters had scant understanding of the business. In effect, the real decision-makers were Mr Hoie and Robert. In the early 1980s, the Sisters started to control the company and conduct its affairs without heed to the rest of the family members, after the Parents became less involved in its day-to-day affairs. Around 30 November 1985, the Sisters procured the resignations of the Parents and Robert as directors; as well as the transfers of the shares owned by the Parents, Johnny, Robert and Tang to themselves (without the transferors' knowledge or consent); such that the Sisters became Wing Lee's only two shareholders and directors.[58]

49 Johnny thus claims that the Sisters had breached the trust placed on them by the Parents, by transferring Wing Lee's assets to themselves on Wing Lee's liquidation, instead of distributing the assets to all the Siblings. The Sisters had thus breached their fiduciary duties owed to him. He claims he was unaware that he had been issued 10,000 shares in Wing Lee, and only discovered this during the Suit when he instructed his solicitors to conduct some searches.[59]

***Pat's case***

50 Pat's version of events is as follows.

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57 Johnny's AEIC at [50]–[51].

58 Johnny's AEIC at [54]–[56], [76] and [77].

59 Johnny's AEIC at [57], [58] and [77].



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51 Wing Lee and Luen Wah were set up by Mr Hoie. Over the years, Mr Hoie and Johnny did not have a good relationship, and Mr Hoie then decided that the businesses should be run separately. Thus, Johnny became the owner of, and managed, Luen Wah, while Wing Lee was operated and managed by the Parents and Lucy, with Pat, Rosalind and Robert assisting.[60]

52 Pat performed an administrative role in Wing Lee and assisted Lucy, who was the main person operating Wing Lee. Lucy became the MD in 1980 and she turned the business around to become profitable. When Lucy wanted to retire for health reasons, none of the Siblings could take over the business. Hence, the decision was made to wind up Wing Lee.[61]

53 The RV Property was purchased by Mdm Boey and was subsequently transferred to Wing Lee, which then operated from the RV Property. When Wing Lee was wound up, its main asset was the RV Property, which vested in the Sisters as the then shareholders. Pat became the sole owner of the property when Lucy passed away and devised her share of the property to Pat.[62]

54 Pat asserts there was no "family trust" over Wing Lee as alleged by Johnny, the Parents never spoke of such a trust and no one else in the family has made such a claim.[63]

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60 Pat's AEIC at [9]–[12].

61 Pat's AEIC at [13]–[15].

62 Pat's AEIC at [15] and [19]–[23]; AB 22–25; SOC at [7(b)] and [7(d)] read with Defence at [4].

63 Pat's AEIC at [17]–[18].



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***Whether there was a "family trust"***

55 I find that Johnny fails to show that Wing Lee was founded with the intention that it would be a "family trust"; that all the family members would be shareholders and participate in its management; or that it was agreed or accepted among the family members that upon the Parents' demise, all the Siblings would have an equal share of the "family trust".

56 First, Johnny's own evidence shows there was no intention to create a "family trust" and it is entirely ambiguous who the settlors of the purported "trust" could have been.

(a) Johnny admitted in court that *no one* had told him that Wing Lee was set up as a "family trust", or that there was a "family trust" of Wing Lee. Instead, he merely "assumed" there was such a "trust". Johnny also admitted that *no one* had told him that all the family members would be shareholders and participate in the company's management, and he again assumed as such. He came to these assumptions only when he purportedly discovered that he had once held shares in Wing Lee, a realisation purportedly reached long after his Parents' demise and after he commenced the Suit.[64]

(b) Likewise, Johnny *assumed* there was an agreement among the family members that on the Parents' demise, all the Siblings would have an equal share of the "family trust". In fact, he admitted there was never such an agreement.[65]

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64 21/2/23 NE 16–20.

65 21/2/23 NE 24.



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57 On the other hand, Judy and Rosalind have categorically stated, and which evidence I accept, that there was no "family trust", thus contradicting Johnny's assertion that everyone agreed to the purported "trust".[66] I find they have no reason to lie. On the contrary, they stood to gain by aligning their testimony with Johnny's by alleging a "family trust", as they could potentially benefit (through obtaining a share of the RV Property) if such a trust were found to exist. Judy and Rosalind also once held shares in Wing Lee, yet they have accepted that the RV Property belonged to the Sisters who were the sole shareholders of Wing Lee at the time of its winding up.[67]

58 Second, quite aside from the question of the sustainability of such a claim as a matter of trust law, Johnny's purported "family trust" being constituted via Wing Lee is premised on all members of the family participating in the management of the business. He thus asserts that although Lucy and Pat were the MD and a director of Wing Lee respectively, they were appointed for purely administrative reasons as they had "scant understanding" of the business and the real decision-makers were Mr Hoie and Robert. However, his assertions are entirely unsubstantiated. It is also unclear how Johnny could assert as such, as he never participated in the management of Wing Lee and did not have any personal knowledge of its affairs.[68] Indeed, whilst maintaining that Mr Hoie was the real decision-maker, Johnny simultaneously claimed that in the early 1980s (which was around the time Lucy was appointed as MD), the Parents became less involved in the day-to-day affairs of Wing Lee and Mr Hoie's health was deteriorating.[69] If that were the case, it is unclear how Mr Hoie would have

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66 Judy's AEIC at [11]; Rosalind's AEIC at [13]–[14].

67 Judy's AEIC at [25]; 21/2/23 NE 106; 23/2/23 NE 56.

68 21/2/23 NE 8–9.

69 Johnny's AEIC at [55].



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continued to be the key decision-maker throughout Wing Lee's existence. It is also convenient that Johnny has claimed that Robert was a key decision-maker in Wing Lee, when Robert is no longer alive to tell his side of the story.

59 On the other hand, Pat's testimony that Lucy was managing Wing Lee's business is supported by Judy and Rosalind. Rosalind stated that Pat, Robert and herself were assisting in Wing Lee, which was largely managed by Lucy, and Judy also attested to the same. Judy further stated, contrary to Johnny's claim, that Robert did not manage the company but was merely involved in taking care of the delivery of goods.[70] As Pat, Judy and Rosalind further attested, Wing Lee was wound up when Lucy wanted to retire due to ill health and no one else could take over the business. In fact, Judy and Rosalind had no issues with the way Wing Lee was managed, contrary to Johnny's allegation that the Sisters had controlled Wing Lee and conducted its affairs "without heed to the rest of the family".[71]

60 Again, I have no reason to disbelieve Judy and Rosalind. I reiterate – if the Parents did intend that Wing Lee would be a "family trust" and that all the family members would participate in its management, Rosalind and Judy might stand to gain if they had aligned their evidence with Johnny's. Further, that Lucy managed Wing Lee's business is supported by the fact that as early as 1977, she was already Wing Lee's manager, even before she became its MD in 1980.[72]

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70 Judy's AEIC at [9]–[10]; Rosalind's AEIC at [8]–[10]; 21/2/23 NE 113; 23/2/23 NE 18.

71 Johnny's AEIC at [55]; Pat's AEIC at [15]; Judy's AEIC at [10]; Rosalind's AEIC at [11]–[12]; 21/2/23 NE 83; 22/2/23 NE 31; 23/2/23 NE 42.

72 AB 85; 21/2/23 NE 115.



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61 Third, Johnny's claim that "each would have an equal share" of the "family trust" on the Parents' demise is not supported by the objective evidence, which shows that Wing Lee's shares were never issued equally to the Siblings even whilst the Parents were alive and that *shares were also issued to Tang (the housekeeper)* (see [6(a)] above). In fact, the Parents also did not, by their wills, leave their respective estates to every Sibling in equal proportions (see [15] and [22] above). Johnny's further assertion that "it was not an issue as to how many shares each of [them] held but an account be taken whereby each family member will be given the shares to which they are entitled"[73] is perplexing, unsubstantiated by any evidence, and made merely to justify his entitlement to a one-sixth share in Wing Lee. His assertion also highlights the uncertainty in the terms of the purported "family trust".

62 In sum, Johnny's claim, that Wing Lee was a "family trust" in which all the Siblings would have an equal share upon the Parents' demise, is completely baseless. Consequently, Johnny's claim on the RV Property, premised on this "family trust", is not made out.

***RV Property***

63 I deal next with Johnny's claim that Mr Hoie had wholly financed the purchase of the RV Property, in Johnny's bid to claim a one-sixth share in it. It is not disputed that the RV Property was purchased in 1965 in Mdm Boey's name, and that in 1970, Mdm Boey transferred it to Wing Lee in return for 45,000 shares in Wing Lee.[74]

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[73] Johnny's AEIC at [44].

[74] AB 50, 62 and 64; Agreed LOI at [6].



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64 I find that Johnny fails to prove his assertion that Mr Hoie financed its purchase, which is based on pure conjecture. He claims that Mdm Boey was a housewife and did not have any income, and hence, the purchase price "must have" been fully paid by Mr Hoie.[75] However, Pat, Judy and Rosalind have all attested that they had been informed by Mdm Boey that the RV Property was purchased by Mdm Boey, which I have no reason to disbelieve.[76] I have also accepted that Mdm Boey had her own funds to buy property, as attested to by Pat, Judy and Rosalind (see [40] above). Further, it makes no sense for the RV Property to have been purchased by Mr Hoie in Mdm Boey's name only to then have her transfer it soon after to Wing Lee, which was a business set up by Mr Hoie, when it could simply have been purchased in Mr Hoie's name if he had indeed paid for the property. Hence, I find that Mdm Boey had purchased and paid for the RV Property.

65 In fact, Johnny's own case as to who owned the RV Property is unclear, which shows that he is merely speculating. He first pleaded that Mdm Boey was the *sole beneficial owner* of the RV Property, which formed the premise for his claim for a share of the rental proceeds of the property from May 2015 (after Mdm Boey's demise). However, he simultaneously pleaded that Pat held the RV Property on trust for *Mdm Boey's estate and/or Mr Hoie's estate*, to assert that Pat had dishonestly dealt with the property.[77]

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75 Johnny's AEIC at [40].

76 Pat's AEIC at [19]; 21/2/23 NE 57–58 and 100; 22/2/23 NE 69; 23/2/23 NE 23, 25 and 43.

77 SOC at [14(c)] and [16].



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66 Even if Mr Hoie had paid for the RV Property (which I do not accept), the property was later transferred to Wing Lee by Mdm Boey in consideration for 45,000 shares. The property thus eventually belonged to Wing Lee.

***Whether the transfer of Johnny's shares in Wing Lee were unauthorised***

67 Indeed, Johnny's claim to the RV Property, as clarified in his closing submissions, is premised on: (a) his entitlement to the 10,000 shares he once had in Wing Lee, which were subsequently transferred away before July 1978; and (b) his entitlement to a portion of Mdm Boey's shares which were transferred to the Sisters by December 1985, and which should have been distributed among the Siblings on her demise.[78] He thus claims an entitlement to the RV Property by virtue of his alleged beneficial interest in the shares of Wing Lee.[79] By his own case, Johnny accepts that the RV Property was beneficially owned by Wing Lee as he considers it an asset of the company.

68 Johnny claims the above share transfers were made without the respective transferor's knowledge or consent, and he only discovered the transfers after the commencement of the Suit. He claims the Sisters procured the share transfers to themselves, and the resignation of the other directors, so as to consolidate in themselves the shares in, and control, of Wing Lee, including the ownership of the RV Property.[80]

69 I find that Johnny fails to prove his assertion that his and Mdm Boey's shares were transferred from them without their respective knowledge or

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78 Silvester's 2/3/23 Letter at pp 10–12, 25 and 26.

79 Plaintiff's Closing Submissions dated 20 April 2023 ("PCS") at [174] and [176].

80 Silvester's 2/3/23 Letter at pp 6–7; PCS at [113]; Johnny's AEIC at [56] and [76]–[80].



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consent or that he only discovered that he had once held shares in Wing Lee long after his Parents' demise (see [56(a)] above). On the contrary, I find that Johnny knew he had shares in Wing Lee and they had been transferred from him at the material time pursuant to Mr Hoie restructuring Wing Lee and Luen Wah due to the breakdown in Mr Hoie's relationship with Johnny.

70 The evidence supports that Mr Hoie had made a deliberate decision to separate the two businesses such that Johnny would run Luen Wah and Lucy would subsequently manage Wing Lee (with the help of some of the Siblings). Mr Hoie was Luen Wah's main owner until December 1977; and Johnny became the sole owner (or shareholder) thereafter. Shortly after (by 21 July 1978), Johnny ceased to hold shares in Wing Lee. He held these shares for only about two years from June 1976, and he had even ceased to be Wing Lee's director by December 1976. In fact, Johnny admitted in court that Mr Hoie had given up Luen Wah to him; that Mr Hoie allowed the other Siblings to run Wing Lee; that he was not involved in Wing Lee's management or business and was not remunerated even whilst he was named a director; and that likewise, the other Siblings were not involved in Luen Wah's management or business.[81]

71 The above is consistent with the accounts of Pat, Judy and Rosalind, who all stated that their father had given Luen Wah to Johnny to manage, whilst the rest of the family managed Wing Lee, because of the strained relationship between Mr Hoie and Johnny.[82] Pat pleaded that Mr Hoie and Johnny did not have a good relationship, and this led to the former separating his two businesses

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81 21/2/23 NE 8, 39–40.

82 Pat's AEIC at [10]; Judy's AEIC at [7]; Rosalind's AEIC at [6]–[7]; 21/2/23 NE 97–98; 22/2/23 NE 45.



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and giving Luen Wah to Johnny.[83] Yet, Johnny's AEIC was bereft of any explanation to refute the reason for the separation of the two businesses, and he merely claimed that he had shared a "good relationship" with his father and that was why he was given the responsibility of running "the family printing business". However, the uncontroverted evidence is that the "family printing business" he was given was Luen Wah, and it was precisely because (as I have found) Mr Hoie and Johnny did not have a good relationship.

72 Next, I find that when the shares were transferred from one person to another, it is more likely that such transfer was done on Mr Hoie's instructions and that the transferors knew about and consented to them at the material time. In any event, Johnny has not proved his assertion that it was *Pat or Lucy* who had caused the share transfers without the transferor's knowledge or procured the resignations of the other directors.

73 Johnny's 10,000 shares were transferred from him by 21 July 1978, and redistributed to Mdm Boey (4,000 shares), Pat (3,000 shares) and Lucy (3,000 shares).[84] At that time, the only directors of Wing Lee were the Parents and Robert. Pat had resigned as a director in December 1976 and Lucy was not even a director. It is thus unlikely that either of the Sisters caused the removal of Johnny's directorship or shareholding in Wing Lee in 1976 or 1978 respectively, when the Parents were still directors of Wing Lee and Lucy was not yet the MD (as she was only appointed in 1980). Hence, Johnny's assertion, that either Lucy or Pat had caused his shares to be transferred out, is not borne out by the evidence. If at all, is more likely that Mr Hoie had caused the redistribution of the shares, which Johnny knew and agreed to at the material

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83 Defence at [15(g)]–[15(k)].

84 Silvester's 2/3/23 Letter at pp 10–12.



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time, because Mr Hoie had decided to divide the family business, such that Johnny would own Luen Wah but relinquish his rights to Wing Lee.

74 Then, in 1980, further shares were issued to Mdm Boey, Robert, the Sisters and Rosalind, at the time when the Parents and Robert were Wing Lee's directors. This brought the total shares in Wing Lee to 157,000 shares.[85] By this time, Johnny was no longer a director or shareholder of Wing Lee. By December 1985, all the 157,000 shares were in the Sisters' names, and they also became the only two directors. Again, it is unlikely that the shares were transferred without the respective transferor's knowledge or consent.

75 Whilst Rosalind, who was the company secretary, was unable to recall how the share transfers were effected in the 1970s and 1980s, she repeatedly stated that she had filed documents to effect the share transfers, and that the documents must have been signed by the transferors (including Johnny) for the transfers to be effected. She also testified that she must have had taken instructions from Mr Hoie in this regard.[86] I accept Rosalind's testimony and find her to be a truthful witness. Although she could not now recollect many events, it must be viewed in the context that she is 83 years old and has come to court to attest to matters that happened over 30 to 40 years ago. I further consider it most unlikely that the then relevant authority (*ie*, the Registry of Companies and Businesses) would have accepted the registration of any share transfer without some proof of authorisation by the transferor, although searches with the now Accounting and Corporate Regulatory Authority ("ACRA") do not show the lodgement of such transfer forms. However, that ACRA does not have a record of such forms which pertain to events in the 1970s and 1980s does not

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85 Silvester's 2/3/23 Letter at p 15.

86 23/2/23 NE 32–34 and 39.



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mean that the forms did not then exist. I reiterate – the events of the transfers took place over 30 to 40 years ago. Ultimately, Johnny bears the burden of proving his assertion that all the share transfers (and particularly those pertaining to him and the Parents) were made without the respective transferor's knowledge or consent. However, he has not satisfied this burden.

76 I next deal with Judy's testimony that she did not know if she had signed any document to transfer her shares away. Judy explained in court that she did not know she had shares in the first place. However, she accepted how her father had dealt with the shares in Wing Lee because none of the Siblings had paid for the shares issued to them, and Mr Hoie had further told her that he intended to leave his assets to the Sisters because he could trust them to look after Mdm Boey when he passed on.[87] I find Judy to be a forthright witness, who readily accepted the Parents' wishes, even if she had received a smaller share of their estate compared to some of the other Siblings. Regardless, Judy's testimony (regarding *her* own shares) does not assist Johnny's case that *Mr Hoie and Mdm Boey* did not know about or consent to the transfer of *their* shares in Wing Lee. On the contrary, Rosalind attested that the Parents knew of the transfers of their respective shares because they wanted to give their shares to the Sisters. Rosalind also accepted her shares being transferred to the Sisters, which would have been at Mr Hoie's behest.[88]

77 As for Pat, she knew that the shares of various family members were eventually all transferred to her and Lucy but stated that she did not know the reason for this.[89] I accept that she genuinely could not recall the details of the

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87 21/2/23 NE 90–91.

88 23/2/23 NE 25–29, 35 and 36.

89 22/2/23 NE 31–32.



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share allotments and how the transfers came to be, given that the events happened over 30 years ago. She was candid in her testimony in court and did not attempt to embellish her evidence to support her case.

78 Ultimately, the burden is on Johnny to prove his allegation that his or the Parents' shares in Wing Lee were transferred away, or that the Sisters had caused these transfers to be made, without the transferors' knowledge or consent. I find that he has not discharged this burden. At the time his shares were transferred out in 1978, neither of the Sisters were directors of Wing Lee, and it was more likely than not that he knew of and consented to his shares being transferred from him because this was the result of Mr Hoie restructuring the family businesses to give Luen Wah to Johnny and for Johnny to have no further share or participation in Wing Lee.

***Conclusion***

79 In conclusion, I find Johnny's claim of a "family trust" in Wing Lee to be without merit. Johnny's claim for a one-sixth share in the RV Property based on the purported "family trust" or based on his or the Parents' previous shareholdings in Wing Lee is thus not made out.

80 As Johnny has failed to show that the Sisters had caused all the shares in Wing Lee to be transferred to themselves without the knowledge or consent of the respective shareholders, his claim that they had breached various fiduciary duties and thus should render an account of Mdm Boey's estate is also dismissed.

81 I add for completeness that upon Wing Lee's winding up, all the shares belonged to the Sisters and hence, the RV Property (which had belonged to Wing Lee) would have belonged to them. On Lucy's demise, she had by her



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will devised her share in the RV Property to Pat, who thus became the sole beneficial owner of the property. In this regard, it is undisputed that Lucy's will was read in Johnny's presence in September 2020 shortly after Lucy's demise; Johnny also knew that Pat was the executrix of Lucy's estate and had obtained probate for the estate.[90]

**Administration of Mr Hoie's estate**

82 I deal briefly with Johnny's claim that the Sisters had intermeddled with Mr Hoie's estate because they had sold the BR Property without applying for a grant of representation in relation to the estate, and they had further pocketed the sale proceeds which should have been distributed to all the Siblings.[91]

83 Johnny's prayer for relief in relation to Mr Hoie's estate pertains only to the BR Property. However, I have found that Johnny has no claim over the BR Property which never belonged to Mr Hoie in the first place. Hence, it is unclear how else the Sisters had intermeddled with Mr Hoie's estate or what other properties in Mr Hoie's estate have not been accounted for or distributed to the beneficiaries. Pat, Judy, Rosalind and Yuet Ping have all stated that they had no issues with Lucy's administration of Mr Hoie's estate,[92] and in court Johnny confirmed that he was not making any other claim (apart from a claim on the BR Property) in Mr Hoie's estate.[93]

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90 Johnny's AEIC at [27]; 20/2/23 NE 48; AB 359.

91 SOC at [35].

92 Pat's AEIC at [28]; Judy's AEIC at [17]; Rosalind's AEIC at [18]; Yuet Ping's AEIC at [10].

93 21/2/23 NE 34–35.



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**Administration of Mdm Boey's estate**

84 As for the administration of Mdm Boey's estate, Johnny confirmed in court that apart from his claim to the RV Property and the BR Property, he is not making any other claims in relation to the estate, or asking for an account of the estate or for the distribution of any further moneys or jewellery in the estate.[94] Thus, whilst the Sisters did not obtain a grant of probate in relation to Mdm Boey's estate,[95] this is immaterial, as I have already made my findings in relation to the RV Property and the BR Property. Further, that the Sisters failed to obtain a grant of probate does not by itself affect their administration of Mdm Boey's estate, bearing in mind that the Sisters as executrices derived title from Mdm Boey's Will regardless of the grant of probate (*Williams, Mortimer and Sunnucks on Executors, Administrators and Probate* (Sweet & Maxwell, 21st Ed, 2018) at 5-05).

85 That said, I am satisfied that Pat had kept a proper record in the Exercise Book which included details of expenses pertaining to the estate, how the beneficiaries' respective shares were calculated, and the distributions made to the beneficiaries; and with each beneficiary (including Johnny) signing in the Exercise Book to acknowledge the receipt of their respective distributions.[96] The records in the Exercise Book have not been challenged by Johnny, and Mr Silvester (Johnny's counsel) did not put it to Pat that the records were inaccurate. In any event, Johnny has failed to prove that the Sisters had not

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94 21/2/23 NE 36–38.

95 Defence at [12(b)].

96 Pat's AEIC at [39]–[60]; AB 236–250.



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properly distributed Mdm Boey's estate. Judy, Rosalind and Yuet Ping have all stated they had no issues with the Sisters' administration of the estate.[97]

**Conclusion**

86 The evidence thus shows Johnny's claims in the Suit to be without merit.

87 I have found that the BR Property never belonged to Mr Hoie and thus Johnny's claim of a share in its sale proceeds (under Mr Hoie's estate) is dismissed. I have also found that the BR Property initially belonged to Mdm Boey and the Sisters, and that it belonged wholly to the Sisters' on Mdm Boey's demise. Thus, the Sisters were entitled to all the sale proceeds when they sold the BR Property. As for the RV Property, Johnny accepted that it belonged to Wing Lee when it was transferred to Wing Lee (see [67] above). There was, as I have found, no "family trust" of Wing Lee. When Wing Lee was wound up, the Sisters, being the only shareholders, were entitled to all the assets therein including the RV Property, which then ultimately belonged to Pat on Lucy's demise. Thus, Johnny's claim to a share in the RV Property and any rental proceeds therefrom is also dismissed. Given my findings, there is no need to consider the defence of time bar pleaded by Pat.

88 Johnny has also clarified in court that he was not making any other claims on the estates of the Parents (see [12], [83] and [84] above).

89 I observe that Johnny's claims are a result of his perception that he was not treated fairly by the Parents, in particular when Mdm Boey did not leave a share of the BR Property to him. He even claimed that the Sisters had arranged for Mdm Boey to execute a will under suspicious circumstances, although he

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97 Judy's AEIC at [21]; Yuet Ping's AEIC at [21]; Rosalind's AEIC at [27].



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did not further pursue this claim. His claims in the Suit were made long after his Parents had passed on, although he knew of their respective wills shortly after their demise. To support his claims, he conveniently made various assertions about his Parents (that they had set up a "family trust"; and that Mdm Boey had no means to purchase the BR Property or RV Property, such that Mr Hoie must have purchased them), about Robert (that he was the real decision-maker in Wing Lee; and that he told Johnny that their mother and the Sisters did not pay for the BR Property), and about Lucy (that she was merely MD of Wing Lee in name; and that she had caused the transfer of his and the other family members' shares to the Sisters without their knowledge), when they were no longer alive to reply to these assertions.

90 In contrast, although Judy and Rosalind also received less from the Parents, they accepted the Parents' wishes. They accepted that the Sisters obtained a larger share of Mr Hoie's estate because they could be trusted to look after Mdm Boey upon Mr Hoie's passing. It is undisputed that the Sisters continued to live with Mdm Boey at the BR Property after Mr Hoie's passing, whilst Johnny never lived there or assisted in caring for Mdm Boey.[98] It is unfortunate that Johnny has failed to see that his Parents did love him. Mr Hoie had given Luen Wah, one of the two printing businesses, to him.

91 I thus dismiss Johnny's claim in totality, with costs to the defendant.

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98 21/2/23 NE 38–39.



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Audrey Lim
Judge of the High Court

Walter Ferix Silvester and Tan Hoe Shuen (M/s Silvester Legal LLC) for the plaintiff;
Ee Hock Hoe Adrian and Chew Yun Ping, Joanne (M/s Ramdas & Wong) for the defendant.

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