

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[1993] SGHC 261

Suit 1371/1989

Between

Chip Thye Enterprises Pte Ltd

... Plaintiff

And

Development Bank of
Singapore Ltd

... Defendant

GROUND OF DECISION

Contract — Contractual terms — Conditions; Contract — Contractual terms
— Conditions; Credit and Security — Mortgage of real property —
Mortgagee's power of sale; Credit and Security — Lien — Equitable lien

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**Chip Thye Enterprises Pte Ltd v Development Bank of
Singapore Ltd**

[1993] SGHC 261

Suit 1371/1989
Goh Joon Seng J
02 November 1993

1 Cur Adv Vult

2 By way of factual background of the proceedings I set out the chronology of events.

(1) Quah Hong Guan ('Quah') was at all material times the registered proprietor of the property known as No 10 Lornie Road Singapore and comprised in Lot 449-12 of mukim 17 as described in certificate of title, vol 187 folio 171 ('the property').

(2) The property was mortgaged by Quah to the defendants pursuant to an instrument of mortgage dated 12 January 1983 and made between Quah as mortgagor, Guan Huat Hardware Pte Ltd as borrowers and the defendants as mortgagees, and registered in the Registry of Titles as Instrument No I/31535C ('the said mortgage');

(3) On 27 August 1986, Goh Hock Choon Pte Ltd lodged a caveat No CV 30258A against the property claiming interest as purchasers pursuant to an agreement for sale and purchase of the property dated 15 July 1986 made between Quah and Goh Hock Choon Pte Ltd.

(4) On 24 October 1986, Goh Hock Choon Pte Ltd commenced an action in Originating Summons No 1266 of 1986 against Quah for, inter alia, a declaration that they had effectively rescinded the agreement for sale and purchase dated 15 July

1986 and claiming the return of the 10% deposit paid to Quah's solicitors, Hee & Tan, as stakeholder.

(5) On 4 December 1986, the plaintiffs entered into an agreement with Quah for the purchase of the property at the price of \$830,000 ('the said agreement');

(6) By cl 6 of the said agreement, the sale and purchase was stated to be subject to **'the purchaser obtaining an extension of the written permission for planning approval for the development of two pairs of semi-detached bungalows on the property under Reference No DC 576/83-85/C/110 dated 24 October 1985 in Decision No 855006'** ('the written permission');

(7) The said agreement contained the following express terms/conditions:

(i) by cl 6, in the event of the purchaser's application for extension of the written permission for planning approval being rejected by the competent authority, the purchaser shall, within 14 days after being notified of the said rejection, resubmit plans for a fresh written permission for planning approval for the development of two pairs of semi-detached bungalows on the property;

(ii) by cl 7, the purchaser shall apply for the extension of the written permission mentioned in cl 6 above within 14 days from the date of receipt of the following from Quah:

(a) a letter of discharge from Quah's architect, or a letter from the Singapore Institute of Architects permitting the appointment of a new architect;

(b) a letter of authority from Quah authorizing the plaintiffs to submit the application for extension of the written permission for planning approval or to resubmit plans for fresh written permission for planning approval for the development of two pairs of semi-detached bungalows on the property;

(iii) by cl 8, the sale and purchase would be treated as abortive, null, void and of no effect in the event that both the extension of the written permission for planning approval and the application for fresh written permission for the development of two pairs of semi-detached bungalows on the property should be rejected or refused by the competent authority;

(iv) by cl 13, 'extension for written permission on planning approval' or 'fresh application for written permission on planning approval' as referred to in the said agreement would mean 'approval by letter from the planning authority for the

development of the property for two pairs of semi-detached bungalows, notwithstanding the fact that the said written approval may be conditional upon compliance by the purchaser of any terms or conditions thereof or undertaking or guarantee to be furnished.`

(8) By letter of 27 November 1986, from Quah to the plaintiffs, completion under the said agreement was to take place after settlement of the dispute between Quah and Goh Hock Choon Pte Ltd.

(9) On 5 December 1986, Quah`s solicitors forwarded to the plaintiffs` solicitors the following:

(i) a written authority signed by Quah authorizing the plaintiffs to apply for extension of the written permission and to resubmit plans for fresh written submission, and

(ii) a letter dated 18 December 1986 from the Board of Architects, Singapore permitting the appointment of a new architect, as provided for by cl 7 of the said agreement.

(10) On 11 December 1986 the plaintiffs` architect sent a letter to the Development and Building Control Division, Public Works Department, Ministry of National Development (`the competent authority`) in the following terms:

Proposed two pairs of two storey semi-detached dwelling houses on Lot 449-12 mukim 17 Lornie Road DC 576-/83-85/110 dated 24 October 1985 Decision No 855006 RSU No 8511363C.

We have been appointed by the owners, Chip Thye Enterprises (Pte) Ltd, as the architects for the above project. Our clients have recently purchased the above property from Mr Quah Hong Guan of Guan Huat Hardware Pte Ltd. Attached herewith are copies of letters from Mr Quah Hong Guan and the Board of Architects for your information and retention.

3 We have been directed by our clients to apply for a further extension of time for the above proposed development which expired in October 1985.

4 Your early approval will be most appreciated.

5 Thank you.

(11) By their letter dated 27 October 1986 to Quah's solicitors, the plaintiffs' solicitors stated therein that ***our clients instruct us that the 10% deposit may be released to your clients***.

(12) On 5 January 1987, Quah's solicitors, in the answers to requisitions on title, inter alia stated, 'noted', against the requisition which stated that on completion, Withdrawal of Caveat No CV 30258A, lodged by Goh Hock Choon Pte Ltd, should be handed over.

(13) On or about 12 January 1987, the plaintiffs' architect, Victor Chee Teck Chai, received a letter dated 6 January 1987 from the competent authority in the following terms:

Dear Sirs,

Proposed two pairs of two-storey semi-detached dwelling houses on Lot 449-12 mukim 17 Lornie Road DC 576/83-85/110 dated 24 October 1985 Decision No 855006 RSU No 8511363C

I refer to your letter received on 12 December 1986.

6 Please be informed that an extension is not required as the written permission granted for the above on 24 October 1985 shall lapse on 24 October 1987 if the development is not completed by the said date.

(14) The plaintiffs did not notify Quah or his solicitors of the receipt of the said letter of 6 January 1987 from the competent authority or provide Quah or his solicitors with a copy thereof.

(15) On 16 March 1987, Goh Hock Choon Pte Ltd lodged another caveat CV 39972A against the property claiming interest as the holders of an equitable lien arising from the payment of a deposit made pursuant to the said agreement for sale and purchase dated 15 July 1986.

(16) On 8 June 1987, the plaintiffs lodged Caveat No CV 43813A claiming interest as purchasers.

(17) On 25 July 1987, the defendants' solicitors served various notices of demand on Guan Huat Hardware Pte Ltd and the guarantors, demanding payment of money due under the account of Guan Huat Hardware Pte Ltd and secured by the said mortgage.

(18) By letter dated 5 October 1987, the plaintiffs' solicitors requested the solicitors for Goh Hock Choon Pte Ltd to confirm their clients' agreement to accept the sum of \$35,000 from the plaintiffs for the withdrawal of caveats lodged by their clients against the property.

(19) On 14 October 1987, Quah's solicitors received a letter dated 13 October 1987 from the plaintiffs' solicitors in the following terms:

Our clients received confirmation of the extension.

7 As such, the agreement is now unconditional. We enclose the engrossed transfer for execution by your clients. Please forward us your completion account urgently to enable us to arrange for completion.

(20) After receipt of the said letter dated 6 January 1987 (supra) from the competent authority, the plaintiffs did not, either by themselves directly or through their architects, make a further application or request for an extension of the written permission until 15 October 87 when the plaintiffs' architects applied for an extension thereof.

(21) By telex dated 19 October 1987, the solicitors for Goh Hock Choon Pte Ltd confirmed their clients' offer to lift the caveats on the property on the following conditions:

- (i) that the sum of \$85,000 be paid to them, and
- (ii) that they would refund the same to the plaintiffs upon recovery of the same in Originating Summons No 1266/86.

(22) On 19 October 1987, Quah's solicitors requested for documentary evidence of the date on which the extension of the written permission was granted.

(23) On 19 October 1987, there appeared in ***The Straits Times*** the notice inserted by the defendants' agents of the auction sale of the property to be held on 23 October 1987.

(24) By letter dated 22 October 1987 to the plaintiffs' solicitors, Quah's solicitors took the position that the plaintiffs, without having produced the documentary evidence required by their letter dated 19 October 1987, were not in a position to complete the purchase of the property in accordance with the said agreement.

(25) On 23 October 1987, the defendants in exercise of their power of sale as mortgagees, sold the property at the said auction sale at the price of \$1,210,000.

(26) On 23 October 1987, the plaintiffs' solicitors forwarded to Quah's solicitors a copy of a letter dated 23 October 1987 from the competent authority to the plaintiffs' architects in the following terms:

Proposed two pairs of two-storey semi-detached houses on lot 449-12 mukim 17 Lornie Road

I refer to your letter of 15 October 1987.

8 Because of the circumstances of the case, we can allow you to delay applying for a formal extension of the written permission until 24 January 1988.

...

(27) By letter dated 26 October 1987, the plaintiffs' solicitors in replying to the telex dated 19 October 1987 from the solicitors of Goh Hock Choon Pte Ltd stated "... our clients cannot proceed with this matter as the vendor's mortgagees have sold the property by public auction on 23 October 1987." On the same day, the plaintiffs instituted proceedings against Quah in Suit No 2794 of 1987 claiming (i) repayment of the deposit of \$83,000 and (ii) damages for breach of contract.

(28) By letter dated 7 November 1987, the plaintiffs' solicitors informed the defendants' solicitors that they had instituted proceedings against Quah in Suit No 2794 of 1987 for repayment of the deposit and damages for breach of contract and enquiring whether the defendants would agree to hold the balance sale proceeds pending the outcome of the said suit.

(29) On 12 November 1987, the plaintiffs applied under O 14 of the Rules of the Supreme Court 1970 for final judgment for the sum of \$83,000 and interlocutory judgment for damages to be assessed.

(30) By letter dated 15 December 1987, the plaintiffs' solicitors notified the defendants' solicitors that their application for summary judgment had been fixed for hearing on 15 January 1988 after the scheduled completion of the defendants' sale and requested the defendants' solicitors to confirm that the surplus remaining after completion would be held by the defendants or

their solicitors pending settlement **` of the conflicting claims against this sum `**.

(31) By telex of 18 December 1987, the defendants' solicitors informed the plaintiffs' solicitors that the defendants were **` not agreeable to hold the balance of the sale proceeds pending settlement of the suit against the mortgagor `**.

(32) On completion of the mortgagee sale by the defendants on 4 January 1988, cheques for the following sums were delivered to the defendants' solicitors:

(i) a cheque for the sum of \$12,100 in favour of Colliers International Property Consultants;

(ii) a cheque for the sum of \$3,942.50 in favour of Khattar Wong & Partners;

(iii) a cheque for the sum of \$1,057,313.07 in favour of the defendants.

(33) The transfer of the property by the defendants to Chng Gim Huat pursuant to the said mortgagee sale was registered on 6 January 1988. Upon registration of the transfer, the registered interest of Quah in the property was extinguished. Upon the said registration, Caveat Nos CV 30258A and CV 39972A lodged by Goh Hock Choon Pte Ltd and Caveat No CV 43813A lodged by the plaintiffs were overreached and cancelled.

(34) The balance sale proceeds after deducting the costs and expenses of the sale and the amount due to the defendants under the said mortgage amounted to \$415,778.41. The defendants paid the said sum of \$415,778.41 to Quah on 7 January 1988.

(35) The plaintiffs obtained summary judgment against Quah on 15 January 1988 for the sum of \$83,000 and damages to be assessed and costs of \$700 in Suit No 2794 of 1987.

(36) Quah filed an appeal against the said judgment. On 20 April 1988 the said appeal was allowed and Quah was given leave to defend.

(37) Suit No 2794 of 1987 was then set down for trial on 13 October 1988 and the hearing was fixed for 25 May 1989.

(38) On 31 March 1989, receiving and adjudication orders were made against Quah.

(39) The hearing of Suit No 2794 of 1987 was then vacated and adjourned **sine die** in view of Quah's bankruptcy. The matter remains pending.

(40) On 21 July 1989, the plaintiffs commenced these proceedings for a declaration that by virtue of s 68(1) of the Land Titles Act (Cap 157) ('the Act'), the defendants were trustees of the said balance of \$415,778.41 and that the plaintiffs as purchasers under the said agreement were entitled to the same.

(41) Eventually the official assignee and Goh Hock Choon Pte Ltd reached a settlement with respect to Originating Summons No 1266/86 pursuant to which a consent order was made by Justice Lai Kew Chai on 22 May 1992 and Goh Hock Choon Pte Ltd was paid \$65,000 in satisfaction of their claim.

9 On the law, s 68(1) of the Land Titles Act (Cap 157) reads:

The money received by a mortgagee who has exercised his power of sale, after discharge of prior encumbrances to which the sale is not made subject (if any), or after payment into court under the Conveyancing and Law of Property Act of a sum to meet any prior encumbrances, shall be held by him in trust to be applied, firstly in payment of all costs and expenses properly incurred as incident to the sale or any attempted sale, or otherwise; secondly in discharge of the mortgage money, interest and costs, and other money (if any) due under the mortgage; thirdly in payment of subsequent mortgages and charges (if any) in the order of their priority; and the residue of the money so received shall be paid to the person who appears from the land-register to be entitled to the mortgaged property or to be authorised to give receipts for the proceeds of the sale thereof.

10 In ***The Official Assignee of the Property of Lim Chiak Kim (a bankrupt) v United Overseas Bank Ltd***, Justice LP Thean (as he then was) in delivering the judgment of the Court of Appeal said at p 194:

Under this subsection [s 68(1)] the mortgagees upon the receipt of the proceeds of sale on completion thereof were obliged to hold the same in trust in payment and discharge of the amounts and in the order as therein directed, and in particular, in payment to themselves of the amount due and secured by the said mortgage, and thereafter in payment of any subsequent mortgage or charge in order of their priority and as for the residue, if any, in payment to the person who appears from the land register to be entitled to the property.

11 The plaintiffs were purchasers and not mortgagees. Therefore to be entitled to the residue they had to be persons who appeared **`from the register to be entitled to the mortgaged property`**. To be so, they must have become owners in equity under a contract of sale which is specifically enforceable. ***Farrand on Contract & Conveyance*** (4th Ed, 1983) at p 167 states:

One of the more important peculiarities of a contract for the sale of land is the availability almost as of right to either party of the equitable remedy of specific performance. This availability allows the application of the equitable maxim that equity looks on that as done which ought to be done, ie the contract ought to be performed. And from this application flow consequences considerably affecting the rights and duties inter se of the vendor and purchaser.

12 The heart of the matter is that, in the eyes of equity, the purchaser has become the owner of the land and the vendor, the owner of the purchase money, just as if the contract had been completed by a conveyance.

13 Then at p 172, he states:

*By way of conclusion, the writer wishes to re-emphasize that the vendor is not normally a trustee for the purchaser in the fullest sense. Apart from the vital fact of having his own interest in the property to protect, there are two other major matters which qualify the vendor's trusteeship. The first of these is that the specific enforceability of the contract is a sine qua non (see **Howard v Miller** [1915] AC 318, at p 326; but cp **Lake v Bayliss** [1974] 1 WLR 1073, concerning tracing). From this fact alone fly all the shrapnel doctrines, of conversion, of the purchaser's equitable ownership and risk, and of the vendor's duties.*

14 In ***Central Trust and Safe Deposit Co v Harvey G Snider & Ors***, at p 272, Lord Parker of Waddington said:

But it must be remembered that this principle is but the logical consequence of the power of a court of equity to grant, and its practice in granting, specific performance of a contract to convey or settle real estate. It is often said that after a contract for the

sale of land the vendor is a trustee for the purchaser, and it may be similarly said that a person who covenants for value to settle land is a trustee for the objects in whose favour the settlement is to be made. But it must not be forgotten that in each case it is tacitly assumed that the contract would in a court of equity be enforced specifically.

15 If for some reason equity would not enforce specific performance, or if the right to specific performance has been lost by the subsequent conduct of the party in whose favour specific performance might originally have been granted, the vendor or covenantor either never was, or has ceased to be, a trustee in any sense at all.

16 It is the defendants' contention that the said agreement was not a specifically enforceable contract because it was a conditional contract by virtue of cl 6 (supra) and that, from what transpired, the condition had not been fulfilled. Hence the contract remained conditional and never became specifically enforceable. It is obvious on the face of the said agreement that the condition as to obtaining extension of the written permission was for the exclusive benefit of the plaintiffs. As such they might waive this condition. 1

Chitty on Contracts, General Principles (26th Ed) para 1611 states:

Where the terms of a contract include a provision which has been inserted solely for the benefit of one party, he may, without the assent of the other party, waive compliance with that provision and enforce the contract as if the provision had been omitted.

17 In ***Heron Garage Properties Ltd v Moss & Anor***, the defendants were owners of property which was the site of a petrol station and garage. The plaintiffs were interested in acquiring the southern part of the site for development. They entered into an agreement, cl 7 of which read:

This agreement is expressly conditional upon [the plaintiffs'] obtaining detailed town planning consent for the redevelopment of the property as a petrol filling and service station together with

a car wash ... In the event of town planning consent in such terms as above not being granted within six months ... either party may by notice in writing to the other party determine this agreement ...

18 On the construction of such a clause, Brightman J, at p 426, said:

*Without seeking to define the precise limits within which a contracting party seeking specific performance may waive a stipulation on the ground that it is intended only for his benefit, it seems to me that in general the proposition only applies where the stipulation is in terms for the exclusive benefit of the plaintiff because it is a power or right vested by the contract in him alone as in the **Hawksley** case, or where the stipulation is, by inevitable implication, for the benefit of him alone as in **Bennett v Fowler**. The question which Kekewich J asked himself in **Lloyd v Nowell**, in a somewhat similar type of case, was whether the stipulation was necessarily for the sole benefit of the party claiming to waive it, and I refer to his observations. If it is not obvious on the face of the contract that the stipulation is for the exclusive benefit of the party seeking to eliminate it, then in my opinion it cannot be struck out unilaterally. I do not think that the court should conduct an enquiry outside the terms of the contract to ascertain where in all the circumstances the benefit lies if the parties have not concluded the matter on the face of the agreement they have signed. **Heron v Moss** 3 was applied in **Graham v Pitkin** .4 There, the vendor and her husband agreed to sell the property to the purchaser for \$38,000, completion to be on or before 31 May 1978. A special condition of the contract provided that it was subject to the purchaser obtaining a mortgage of \$19,000 for ten years from VMBS, a building society. The building society agreed to lend the purchaser \$16,000 subject to survey and title. Completion did not take place and the vendor's husband died in 1978. In December 1980, the purchaser paid a further sum towards the purchase price. Breaches of restrictive covenant were discovered by the building society, which refused to make the advance until they were condoned or rectified. In March 1981, the purchaser was informed that the vendor refused to rectify the breaches and that the purchaser had to decide whether she wished to proceed or rescind by mutual consent. In April, the vendor was informed that the purchaser was anxious to acquire the property and would intimate in about seven days whether she could arrange to proceed with the purchase without taking a mortgage loan. Nothing further having been heard from the purchaser, the vendor without serving a notice to complete, purported to rescind the contract on 9 July 1981. The purchaser notified the vendor*

on 23 July 1981 of her willingness to complete and gave notice requiring the vendor to complete within 14 days. The vendor failed to comply with that notice. In an action by the purchaser, the judge ordered specific performance. The Court of Appeal of Jamaica upheld the decision. The vendor's appeal to the Judicial Committee of the Privy Council was also dismissed. Lord Templeman in delivering the judgment of the Judicial Committee said at p 405:

*Their Lordships consider that the condition solely benefited the purchaser and could be waived by her: it did not matter to the vendor where the money came from so long as she received \$38,000: see **Heron Garage Properties Ltd v Moss** [1974] 1 WLR 148 ...*

19 The plaintiffs had clearly waived this condition under cl 6 of the said agreement by their letter of 14 October 1987 to Quah's solicitors (supra) stating, albeit incorrectly, that extension of the written permission had been obtained and that the contract had become unconditional and enclosing therewith the engrossed transfer with a request for completion.

20 Completion of the sale and purchase was, however, subject to a further stipulation in the said letter of 27 November 1986 from Quah to the plaintiffs which read:

This is to confirm that the above property has been sold to your organization for the total sum value of \$830,000.

21 Transfer of title deeds and other relevant documents for the above property will be effected after settlement with Goh Hock Choon Pte Ltd.

22 It transpired that no settlement had been achieved by Quah with Goh Hock Choon Pte Ltd at the date of completion of the mortgagee sale by the defendants of the property to Chng Gim Huat on 4 January 1988. Therefore the said agreement was not one in respect of which the plaintiffs could have obtained specific performance. For the same reason, no equitable interest in the

property had passed to the plaintiffs at the date of receipt by the defendants of the surplus funds.

23 Further, the plaintiffs had commenced proceedings on 26 October 1987 in Suit No 2794 of 1987 against Quah claiming the repayment of the deposit of \$83,000 and damages for breach of contract. By so doing, they had elected to rescind the contract and were not entitled to specific performance thereafter.

24 In *Johnson & Anor v Agnew*,⁵ Lord Wilberforce, at p 392, said:

In this situation, it is possible to state at least some uncontroversial propositions of law.

25 First, in a contract for the sale of land, after time has been made, or has become, of the essence of the contract, if the purchaser fails to complete, the vendor can **either** treat the purchaser as having repudiated the contract, accept the repudiation, and proceed to claim damages for breach of the contract, both parties being discharged from further performance of the contract; **or** he may seek from the court an order for specific performance with damages for any loss arising from delay in performance. (Similar remedies are of course available to purchasers against vendors.) This is simply the ordinary law of contract applied to contracts capable of specific performance.

26 Secondly, the vendor may proceed by action for the above remedies (viz, specific performance or damages) in the alternative. At the trial, he will, however, have to elect which remedy to pursue.

27 Thirdly, if the vendor treats the purchaser as having repudiated the contract and accepts the repudiation, he cannot thereafter seek specific performance. This follows from the fact that the purchaser having repudiated

the contract, and his repudiation having been accepted, both parties are discharged from further performance.

28 As there was no specifically enforceable contract between Quah and the plaintiffs at the date when the defendants came into possession of the surplus funds on completion of the mortgagee sale, I hold that the plaintiffs were not persons who appeared *from the land register to be entitled to the mortgaged property* under s 68(1) of the Act. Neither were they *authorised to give receipts for the proceeds of the sale thereof* thereunder.

29 The plaintiffs also claimed to be entitled to the surplus funds by way of equitable lien. In their submission they stated:

The purchaser's lien was not defeated by the bank's sale. It was an equitable charge of which the bank had notice and it attached to the surplus proceeds of sale.

30 On the nature of a purchaser's lien, Stonham in ***Law of Vendor and Purchaser***, ch 26 para 1328, states:

The lien of a vendor or purchaser under a contract for sale is an equitable lien and differs from a common law lien. The principle of a common law lien is that a person, having possession of a chattel, in respect of which he has rights more or less connected with that chattel, and which, in good conscience, he is entitled to enforce, will not be compelled to give up his possession of the chattel until such rights are satisfied. Apart from recognized customs, or as affected by statute, a common law lien gives a purely passive right, and gives the lienor no right to use or to sell the chattel retained. The equitable lien, which is now being discussed, is independent of possession of the land or of the deeds, and though called a lien, is, in truth, an equitable charge on the land which, in general, may be enforced in the same way as any other equitable mortgage, ie by a judicial sale in pursuance of a decree by the equity court.

31 At paras 1331-32 he states:

(1331) Every payment made by the purchaser under the contract is part performance of the contract by him, and in equity, by force of the contract and such part performance, transfers to him a corresponding portion of the estate. Accordingly, the purchaser has a lien from the time of payment of the purchase money, or part thereof, whether or not the vendor has at that stage made default under the contract.

(1332) There is no lien unless there is a specifically enforceable contract. So, there can be no lien if there never was a contract, or if the contract relied upon is illegal, or if by its nature or through lack of mutuality or for some other cause is unenforceable specifically.

32 This principle also finds expression in ***Bestland Development Pte Ltd v Lai-Tan Holdings Pte Ltd (now known as Abadi Investment Pte Ltd)*** , in which Chan Sek Keong J (as he then was) said:

... the purchaser's lien is not predicated solely upon the existence of one condition, ie recoverability of any part of his purchase moneys: another condition must also exist, ie the purchaser's right to specific performance.

33 As it is my view that there was no contract capable of specific performance at the date of completion of the mortgagee sale by the defendants, I also hold that the plaintiffs have no equitable lien on the surplus proceeds. If they had, it would have been in relation to the deposit of \$83,000 only.

34 ***Plaintiffs' claim dismissed.***

Goh Joon Seng J

Harry Wee (briefed) (Braddel Brothers) and Tay Kim Whatt (Bee
See & Tay) for the plaintiffs
Deborah Barker and Grace Ooi (Khattar Wong & Pnrs) for the
defendants
