IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[1997] SGHC 9

Suit No 1553 of 1995

Between

Furniture & Households Square Ltd

… Plaintiff

And

Brosco International Pte Ltd

… Defendant

GROUNDS OF DECISION

Version No 1: 29 Oct 2026 (23:45 hrs)

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Furniture & Households Square Ltd v Brosco International Pte Ltd

[1997] SGHC 9

Suit No 1553 of 1995
S Rajendran J
11 January 1997

1 **Judgment:**

2 **GROUNDS OF JUDGMENT**

3 1. The plaintiffs are a Hong Kong incorporated company engaged in the retail furniture trade in Hong Kong. The defendants, a Singapore incorporated company, are wholesalers and suppliers of home furniture.

4 2. In 1995, the plaintiffs agreed to buy and the defendants agreed to sell various items of furniture particularised in the invoices issued by the defendants as follows:

5 (i) 660 Dining Sets (GT/GC-104) in 3 shipments in March, May and July 1995.

6 (ii) 1,365 Butterfly Sets (BR-2734) in 5 shipments between May and September 1995.

7 (iii) 1,200 JW 315 Breakfast Sets in 6 shipments over the period May to August 1995.

8 (iv) Harada II (Model 924): 210 units of 924A 3-seater sofa 60 units of 924A Arm chair with cushions 80 units of 924A Coffee table with Bottom shelving to be shipped by 10 June 1995

9 Payments were to be by irrevocable letters of credit. Pursuant to the contract, the plaintiffs opened the required letters of credit and the defendants commenced making shipments.

10 3. The plaintiffs were not satisfied with the furniture that was shipped and this led to an exchange of correspondence. On 28 June 1995, the plaintiffs sent to the defendants a long letter in which (at Exhibition III) the plaintiffs catalogued the complaints they had with respect to the furniture that they had so far received. By this letter the plaintiffs asked the defendants to settle what they described as the serious losses they had incurred and added:

11 Before you come-up with satisfy settlement, we will not accept any further shipment from you.

12 It is impossible for us to bear this looses and we have to claim you. However, in view of our pass good relationship we are now intending to only claim you part of the item and hope you can restore the situation and ship us the good quality product in future.

13 We exercise our claims for following items:- A1 ..... US$ 2,535.40 B1 a ..... US$ 26,356.00 b ..... US$ 26,356.00 c ..... US$ 2,300.00 d ..... US$ 475.00 D1 ..... US$ 1,800.00 Total Claim

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Amount ..... US$ 59,812.40 Please arrange you shipping agent to collect the GWT/GWC dinning set A.S.A.P.

14 The reference to A1 in the above letter was a reference to claim in respect of certain furniture (Tulip) which does not feature in these proceedings. B1 referred to two shipments of 200 sets each of GT/GC-104 Dining Sets. B1(a) and B1(b) was the invoice value of each shipment. D1 referred to the JW 315 Breakfast Set. The US$1,800 in respect of D1 was a claim for reimbursement for additional warehouse charges incurred, the plaintiffs reserving their rights to claim compensation for defects in the furniture after the surveyors' report was obtained.

15 4. The letter of 28 June 1995 resulted in the defendants sending their representative, Francis Goh, to Hong Kong on 5 July 1995 to meet the plaintiffs. In Hong Kong, Martin Cheung Wai Keung, the product manager of the plaintiffs and Agnes Yan, an executive director of the plaintiffs, met Francis Goh.

16 5. According to the plaintiffs, Francis Goh inspected the furniture together with Martin Cheung and Agnes Yan on 6th and 8th July 1995 and on 8 July 1995 Francis Goh agreed in writing to compensate the plaintiffs the US$2,525.40 claimed in respect of A1 (the Tulip Tables) and agreed to pay the sum of US$13,178 as compensation for the defects in the two shipments of GT/GC-104.

17 6. Francis Goh also signed a note agreeing to pay extra handling charges of HK$50 per set for 273 sets of the BR 2734 Butterfly Sets. No final agreement was reached in respect of the JW 315 Breakfast Set and the Harada II (Model 924). Francis Goh was to return on 10 July 1995 to discuss these items. Francis Goh, however, did not turn up on that day.

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18 7. When Francis Goh failed to turn up on 10 July 1995, Martin Cheung faxed to the defendants copies of the agreements so far reached with Francis Goh and informed the defendants If all the matters of claim have not been settled, we will not accept any further shipments from your company and will not accept any discrepancy on L/C . The next day Martin Cheung followed up by giving the defendants a report on the inspection carried out in Hong Kong in the presence of Francis Goh. The defendants by their letter of 12 July 1995 challenged the accuracy of this report and asked that the manufacturer of the Butterfly Set and 924 Sofa be allowed to inspect the sets. The plaintiffs agreed to this request and also arranged for M/s L&N Asia Pacific Ltd Asia Pacific Ltd (L&N), a firm of surveyors, to make sample inspections of the furniture.

19 8. By the close of the second day of the hearing, the examination and cross-examination of Martin Cheung, the first witness called by the plaintiffs, had been completed and Miss Ng Hui Bing, Counsel for the defendants had commenced cross- examination of Miss Agnes Yan, the second witness for the plaintiffs. On the morning of the third day of hearing Miss Ng applied to have the case adjourned as her clients proposed to take a certain course of action . Mr Savliwala, who appeared for the plaintiffs, opposed the application on the grounds that no reason had been advanced why the hearing should be adjourned. Miss Ng then told the court that she was asking for the adjournment because her clients wished to apply for a change of judge and she indicated that her clients were of the view that the judge was biased against them. I did not know any of the parties to the litigation and, at that stage of the proceedings, I had formed no views whatsoever about the merits or demerits of either the plaintiffs' case or the defendants' case. The allegation of bias and the application for adjournment were, in my view, entirely frivolous. I rejected the application for adjournment.

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20 9. Upon the application being rejected, Miss Ng applied to be discharged from further acting as Counsel for the defendants. Mr Savliwala submitted that if Miss Ng were to be discharged there would be difficulty in carrying on with the hearing since, under O 5 r 6(2) of the Rules of Court, a body corporate may not begin or carry on any proceedings otherwise than by a solicitor. Mr Savliwala pointed out that his clients were a Hong Kong company, all their witnesses had come down from Hong Kong and that an adjournment would cause his clients considerable inconvenience and costs. Mr Savliwala submitted that the only reason why Miss Ng was applying for a discharge appeared to be because her application for an adjournment had not been granted. That, he submitted, was an inadequate reason.

21 10. Miss Ng, on being asked, confirmed that she was asking for a discharge because the application for adjournment had been refused. She told the court that her clients did not want her to continue to participate in these proceedings.

22 11. In this case the application for discharge was being made after the hearing had commenced. The application, if allowed, would, in view of Order 5 rule 6(2), disrupt the hearing and, besides being a waste of the time allocated for the hearing, would also cause inconvenience and expense to the plaintiffs. I would therefore allow such an application for discharge only if the circumstances justified it. The defendants' pique at having their application for adjournment rejected was not, in my view, a sufficient ground to allow it. This was the more so since by discharging Counsel the defendants would achieve the end that they sought, which had been disallowed, namely, the adjournment of the hearing. I therefore refused Miss Ng's application for discharge. However, I adjourned further hearing until the afternoon to enable Miss Ng to consider what she intended to do.

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23 12. When hearing resumed in the afternoon, Miss Ng informed the court that she had been instructed not to participate further in the court proceedings. I asked Miss Ng whether she had filed any notice of appeal against the refusal to grant her the discharge and indicated to her that if she had or had received instructions to do so then she could, on those grounds, apply to stay the proceedings until that appeal had been disposed of. Miss Ng had no such instructions. I therefore directed that the hearing proceed. Miss Ng declined to continue her cross-examination of Agnes Yan and declined to cross-examine Perrine Kwok-Bing Chan, a director of L&N, who testified on the defects found on the furniture during the survey carried out by L&N.

24 13. In keeping with her instructions not to participate further in the proceedings Miss Ng, at the close of the case for the plaintiffs, called no evidence and made no further submissions on behalf of her clients.

25 14. On the evidence adduced, I was satisfied, at the end of the trial, that a substantial quantity of the goods shipped to the plaintiffs were of such defective quality that the plaintiffs were entitled to damages in respect thereof. I was also satisfied that because of these defects the plaintiffs were entitled, under s 31(2) of the Sale of Goods Act, Ch 393, to reject all further deliveries of goods.

26 15. I accepted Martin Cheung's evidence of the damages sustained by the plaintiffs as a result of their having to sell some of the goods at discounted prices. On Martin Cheung's evidence, the plaintiffs did not suffer any losses in respect of the Butterfly BR-2734 Sets but suffered a loss of a total of HK$166,267 in respect of the Harada II (Model 924) furniture and HK$397,431 in respect of the JW 315 Breakfast Sets. The loss incurred in respect of the GWT/GWC Dining Set was HK$60,900. This figure of HK$60,900 was

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considerably less than the compensation of US$13,178 that had been agreed to by the defendants, through Francis Goh, on 8 July 1995. The plaintiffs sought judgment only for the lesser sum of HK$60,900. The total amount of damages claimed by the plaintiffs amounted to HK$624,598.

27 16. I gave judgment in favour of the plaintiffs in the sum of HK$624,598 with interest thereon at 6% per annum from the date of the writ, dismissed the defendants' counterclaim and ordered the defendants to pay costs in respect of the claim and the counterclaim.

28 S Rajendran

29 Judge

S Rajendran J

Savliwala Din with Shirley Tan (Harry Elias & Pnrs) for the plaintiffs
Ng Hui Bing with Eunice Goh (Vivin Ng & Co) for the defendants

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