

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[1999] SGHC 113

OS 1811/1998, RA 144/1999

Between

Hong Leong Finance Limited

... Plaintiff

And

Sarah Sim Yin Hua
Robert Matthews

... Defendant

GROUND OF DECISION

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Another**

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Kan Ting Chiu J

30 April 1999

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Judgment:

2 12. The same pre-condition applies to the operation of both provisions

– that money is due and owing under the mortgage. The mortgagee's statutory

right to collect rent, profits, or income arises only when the mortgagor is in arrears.

3 13. The appellant as mortgagee must notify the respondent of the basis

of its demand. In this light, the demand of 3 September failed again because the letter

did not state that the first defendant was in arrears, or refer to the provisions which

entitled it to receive rent from him.

4 14. The respondent had no duty to investigate the basis of the appellant's demand beyond what was stated in the letter. As he was not informed why

he was obliged or empowered to pay rent to the appellant, he was entitled to continue

paying rent to the first defendant as he did.

5 15. The appellant's application fails, and the appeal is dismissed.

6 Kan Ting Chiu

7 Judge

Kan Ting Chiu J

Hong Leong Finance Limited v Sarah Sim Yin Hua and Another [1999] SGHC 113

Shanker Kumar (Foo & Quek) for the appellant/plaintiff
Mimi Oh Kim Heoh (Mimi Oh & Associates) for the
respondent/second defendant
