Nguyen Michael Anh v Serial System Ltd
[2004] SGHC 264

Case Number : Suit 1198/2002

Decision Date : 26 November 2004

Tribunal/Court : High Court

Coram : Kan Ting Chiu J

Counsel Name(s) : Plaintiff in person; Hri Kumar and Tan Kok Peng (Drew and Napier LLC) for defendant

Parties : Nguyen Michael Anh — Serial System Ltd

Patents and Inventions – Assignment – Plaintiff assigning title in patent application for invention to defendant company – Plaintiff claiming payment for assignment – Whether plaintiff had full title to invention or the patent application

26 November 2004 *Judgment reserved*.

Kan Ting Chiu J:

1 The plaintiff, Michael Anh Nguyen, and the defendant, Serial System Ltd, are engaged in the electronic industry.

2 The plaintiff started as a research and development engineer for Hewlett Packard Co in California and then he joined Hewlett Packard Singapore Pte Ltd. Eventually, he became a shareholder and director of Omni Peripherals Pte Ltd ("Omni").

3 Omni was wound up pursuant to a directors' resolution dated 23 May 2000 when its venture capitalist investors/shareholders decided not to inject further funds into the company needed for it to continue its operations. The plaintiff went to work with the defendant. He secured his position mainly on the strength of his ability, and an invention and patent he brought with him which were expected to be developed to great advantage for the defendant.

4 The plaintiff joined the defendant as its Director, Strategic Product Development. His wife, Julie Thu Nguyen ("Julie Nguyen") was appointed alternate director to him. Under a service agreement dated 5 September 2000 ("the service agreement") incorporating an assignment of patents ("the patent assignment"), the plaintiff assigned to the defendant an invention ("the Invention") and his rights, title and interest in Singapore Patent Application No 200004835-5 dated 25 August 2000 ("the Patent Application") in respect of the Invention. The defendant paid the plaintiff $1.4m for the assignment.

5 The plaintiff was to receive $1.8m for the assignment of the Invention and the Patent Application, which was to be paid:

(i) on the Production Date, new shares in the share capital of [the defendant] of an aggregate market value of $600,000/-;

(ii) after 12 months of the Production Date, new shares in the share capital of [the defendant] of an aggregate market value of $600,000/-; and

(iii) after 24 months of the Production Date, new shares in the share capital of [the

defendant] of an aggregate market value of $600,000/-.

6 The plaintiff's employment with the defendant was terminated summarily on 26 September 2002. The first lot of the new shares were issued to the plaintiff on 3 July 2001. The second and third tranches were not issued.

7 In this action, the plaintiff claimed against the defendant the remaining two lots of shares, unpaid salary for September 2002, two months' salary in lieu of notice for the termination of his services, and the defendant's Central Provident Fund contributions for those payments.

8 The claim met with a vigorous response from the defendant. The critical parts of its defence in the hearing before me were that the plaintiff was not the owner of the Invention because it was developed or substantially developed when the plaintiff was a director and employee of Omni, and that his services were terminated properly.

9 The defendant went further and made a counterclaim against the plaintiff to cancel the first tranche of shares that had been issued to the plaintiff, or for the sum of $600,000 or the market value of the shares, and for the recovery of the $1.4m it paid the plaintiff for the assignment of the Invention and the Patent Application.

10 The full defence was not raised at the hearing because the parties agreed to proceed with a preliminary issue. The agreement was that the issue of the plaintiff's title to the Invention and the Patent Application, including the plaintiff's disclosure to Omni, was to be tried first. If the defendant were to succeed on this issue, the defendant would limit its counterclaim to the $1.4m paid for the Invention and the Patent Application and the shares issued to the plaintiff.

11 In May1999, while he drew up a business plan for Omni,[1] the plaintiff was thinking about developing a new product. Under the plan, the company was to disengage from working on CD-RW drives and DVD drives it had been working on and to focus its efforts to develop a personal storage solution ("PSS"), envisaged as a "universal mobile storage solution for individual". A critical feature for the PSS was its network plug-and-play facility, *ie* the ability to be connected to a network of computers without having to undergo a complex installation procedure.

12 At that time, Omni was unable to finance the project alone. The company was very low on funds. It was projected that it would run out of funds by June 2000. As the shareholders were not prepared to inject more funds into the company, the company had to seek out parties who were prepared to acquire the company or to merge with it. The plaintiff was given the task of looking for a white knight. The defendant was one of the parties the plaintiff approached.

13 In August 1999, the plaintiff made a presentation to the defendant which included a "Product Round-map" which described three versions of the PSS incorporating a CD-RW drive or a DVD drive.

14 As the talks continued, the development of the system carried on. By 29 December 1999, Omni issued a set of specifications on its Personal Storage System-1 or PSS-1[2] which the plaintiff referred to as "Omni's Eagle project".[3] In the specifications, the objective of the PSS-1 or Eagle project was described to be:

> … to provide the means for storing data that are:
>
> - Low cost per byte – costs less than $0.01 per mega-bytes of data
> - Robust – can withstand harsh condition of daily consumer handling and various environmental conditions.

- Interoperability – can work across different computing and electronics appliance platform.
- Removable – storage media can be remove [*sic*] to provide ease of data exchange and sharing.
- Person centric design – can work with various personal electronics appliance without a PC

15 In an e-mail dated 4 April 2000, the plaintiff informed the defendant's Senior Vice President, Chin Yeow Hon, that:

> OP's system involve a complete storage computer OS. With the defined API (application protocol interface) and standard high speed I/O [input/output] port, our platform would allow other peripherals to connect directly to our device. Whether it is a camera, MP3 player, card reader, modem, WLAN, Bluetooth, MPEG-2 decoder, Card Camera, etc. You can let your and the rest of the world's developer imagination go wild on this![*sic*] [4]

16 On 24 April 2000, Omni demonstrated a "proof-of-concept" prototype of the system which was described as Omni's "Personal Storage Computer System"[5] to the defendant's officers. The prototype demonstrated was able to download and upload digital photographs from and to digital cameras, to recognise different devices plugged into it, and to play back MP3 files.[6] At the demonstration, there was a discussion on developing a device with a hard disk drive ("HDD") running on a Linux operating system ("OS").

17 The plaintiff recalled that:

> Toward the end of the meeting, I was asked about how would I respond to Eagle's potential competition from several new or about to be introduced PSS/PSC type products in the market at that time. I tossed up several ideas such as CD-RW engine with a built-in digital camera or digital camcorder, CD-RW engine with a built-in video movie playback back-end for playing back VCD or DVD movie disc with more powerful built in software or the use of a more sophisticated OS that probably would require a HDD.[7]

18 This was followed up by Omni on 26 April 2000 when it faxed to the defendant a document entitled "mySTOR-1000 Development Schedule Rev 0.1".[8] MyStor-1000 and Eagle referred to the same product, the former being the marketing name, and the latter the internal development name. This development schedule recorded that the reliance on or utilisation of a Linux OS core was being contemplated.

19 On 2 May 2000, the defendant offered to buy Omni for $1m, with an additional issue of $2m worth of the defendant's shares to Omni's management "to be made after the Eagle Project or the personal storage computer is released for mass production".[9] The $1m component was increased to $1.4m on 11 May 2000.[10]

20 The offer was not taken up. The defendant led evidence that the offer was not conveyed to Omni by the plaintiff or his wife, Julie Nguyen, who was principally involved in the effort to procure an investor or a merger prospect. Julie Nguyen claimed that she kept Omni's board updated and informed by e-mails, fax, telephone conversations and meetings.

21 Thomas Kalon Ng ("Thomas Ng"), chairman of Omni's board of directors and the representative of Venture TDF Pte Ltd ("TDF"), a venture capitalist/corporate shareholder of Omni, gave evidence that he was not told of any offers from the defendant. He assigned the Director of Investment of TDF, Darren Ho, to review Omni's prospects and to advise Omni on any prospective merger proposals. Darren Ho testified that he was not informed of the defendant's offers. There was no documented record that the plaintiff or Julie Nguyen had forwarded, communicated or even alluded to any of the defendant's offers. It was not disputed that Julie Nguyen received the increased offer

by e-mail on 11 May 2000, and she informed the plaintiff of it, but neither she nor the plaintiff referred the e-mail to Darren Ho, Thomas Ng or Omni.

22 When I reviewed the evidence on this issue, I accepted that there was no reason for Darren Ho to withhold informing Thomas Ng, TDF or Omni of any offers from the defendant if Julie Nguyen had told him of them. Similarly, if the plaintiff, Julie Nguyen or Darren Ho had told Thomas Ng of any offer, he would have been in dereliction of duty if he did not advise the Omni board. If the offer was known to the board, it was unlikely to decide to wind up the company without discussing the offer. Further to that, the lack of any record of communication of the offer from Julie Nguyen to Darren Ho (when there was record of other communications between them) led me to conclude that the plaintiff and Julie Nguyen had kept the offers away from Omni, Darren Ho and Thomas Ng. I do not accept the plaintiff's explanation that some of the records were unavailable after Omni was wound up.

23 Julie Nguyen did convey one offer to Omni. This was her own offer for a management buyout. On 8 May 2000,[11] Julie Nguyen sent an e-mail to Omni's board members, offering to buy all shares of Omni not belonging to the plaintiff for $200,000 or Omni's net tangible assets as at 31 May 2000, whichever was the lower.

24 The board considered the offer, and was prepared to consider it on two conditions. The first condition was that the proceeds of any sale or licensing of Omni's intellectual property rights, or of the sale of the plaintiff's or Julie Nguyen's shares within nine months from the management buyout be shared with the original corporate shareholders. The second condition was for an undertaking from the plaintiff that he had made full disclosure of all offers for Omni or its assets from third parties.

25 Thomas Ng explained that the conditions were proposed to prevent the plaintiff and Julie Nguyen from making a "quick flip" *ie* buying Omni at a low price and making a quick profit by selling it at a higher price.

26 When these conditions were rejected, the management buyout fell through and the board resolved on 19 May 2000 to wind up the company.

27 While no progress was made on the defendant's offer, discussions went on between the plaintiff and the defendant. The plaintiff informed the defendant of the failed management buyout and the pending winding-up of Omni. They discussed developing the personal storage computer ("PSC") together. The proposal was for the plaintiff and his team at Omni involved in the PSC project to join the defendant and carry on the project there.

28 In June 2000, the plaintiff made a flash and PowerPoint presentation to Omni of a project named mySTOR-1000 described as an "Intelligent Storage Device Secure data management Personal Centric Storage".

29 The presentation did not result in any agreement between Omni and the defendant. By 17 July 2000, the plaintiff's employment with Omni was terminated. By that time, the winding up of Omni was underway. Arrangements were made to distribute the assets of the company among the shareholders. In that exercise, the plaintiff did not bring up to the Omni board and the liquidators the rights and interests in the PSC that was under development from 1999 to May 2000, and they were not included in the assets of the company. Consequently the rights to the development were not transferred to any of the shareholders or dealt with in any manner.

30 After Omni was wound up, the plaintiff and the defendant entered into the service agreement and the patent assignment on 5 September 2000.

31 Under cl 3.1(a) of the patent assignment, the plaintiff agreed to assign to the defendant:

> … free from all encumbrances all of [his] rights, title and interest in and to the Invention and Patent and all patents granted thereon (if any) together with all intellectual property rights and other rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of such rights or other acts within the scope of the claims of any published specifications of the Patents.

and warranted under cl 5(a) that he was:

> … the legal and beneficial owner of the Patent and has full rights and power to enter into [the patent assignment] and to assign the Patent in favour of the [defendant] free from all encumbrances and competing interests of third parties.

32 The importance of the Patent Application to the relationship between the plaintiff and the defendant is spelt out in cl 2.3 of the service agreement:

> This Agreement is entered into on the primary basis of the [plaintiff] executing and assigning the Patents to the [defendant] as at set out under Schedule 2 (Assignment of Patents Agreement) of this Agreement, of which the Assignment of Patents Agreement forms a part thereof. If for any reason the [plaintiff] does not assign the Patents to the [defendant] or if the [defendant] fails to pay the full cash consideration therefor in accordance with the Assignment, this Agreement shall forthwith cease and determine and be of no effect and neither party shall have any claim against the other in respect of such termination. In addition, if any of the parties to this Agreement does not perform their respective obligations under this Agreement, including the obligations under the Assignment this Agreement shall ipso facto cease to be of effect but without prejudice to either party's rights to sue for any breach and loss following therefrom.

33 Development work on the PSC progressed. On 21 July 2000, the plaintiff issued in the name of SmartStor System Pte Ltd ("SmartStor"), a company controlled by him, a document entitled "Arawana User Description" which described "Arawana" as the code name for SmartStor's personal storage computer. The Arawana name, however, was not new, and had appeared at the foot of the mySTOR-1000 Development Schedule Rev 0.1 of 26 April 2000 referred to in [18] above. A document issued by SmartStor entitled "Arawana Program Rev 3 – 21st July, 2000" disclosed that the program was first released on 3 July 2000. It was evident that the plaintiff had created the Arawana name by April 2000 in connection with Omni's personal storage computer when he was with the company, and then applied it to SmartStor's PSC by 3 July 2000, when he was still employed by Omni.

34 On the same day, 21 July 2000, the plaintiff instructed patent attorneys Lawrence Y D Ho & Associates Pte Ltd to act in the application. The application No 200004835-5 was filed on 25 August 2000.

35 Another document, an Invention Disclosure for a Personal Storage Computer, was issued on 22 July 2000 in connection with the application.

36 The defendant disputed the plaintiff's title to the Invention. It alleged that the plaintiff was not the owner of the Invention, or all the rights, title and interest in the Invention.

37 Paragraph 18 of the Re-Re-Amended Defence and Counterclaim alleged that:

> [I]t was also an implied term of the Service Agreement that the Plaintiff was the legal and

beneficial owner of the Invention and the Patent and/or all rights, title and interest in and to the Invention and Patent and all intellectual property rights and all rights and powers arising and/or accrued therefrom, and was entitled to assign the same to the Defendants.

and para 21 alleged that:

[T]he Plaintiff was not the legal and beneficial owner of the Invention and the Patent, and/or did not have full rights and powers to enter into the Assignment and/or to assign the Patent in favour of the Defendants free from encumbrances and competing interests of third parties.

38 In its defence, the defendant referred to the service agreement between the plaintiff and Omni dated 30 April 1998. Clauses 2.1 and 2.3 stipulated that:

2.1 The Employee shall carry out and undertake such duties and exercise such powers and functions in relation to the Company and its business as its Board of Directors (the "Board") shall from time to time assign to or vest in him and shall carry out other duties normally expected of a Managing Director.

2.3 During his employment hereunder, the Employee shall not without the prior written consent of the Company (such consent not to be unreasonably withheld) be engaged in any capacity in any other employment, freelance work or consultancy.

39 The defendant read this together with the further provision in Schedule 2 of the agreement that:

If at any time during the term of employment with the Company (the "Employment"), the Employee (either alone or with others): makes or discovers any invention, development, process or secret whatsoever whether patentable or not (hereinafter called "Inventions"); or produces any work in any medium whatever including any design, model, drawing, document, plan, tape or photograph and whether in two or three dimension (hereinafter called "Designs") which relates to any of the products or methods of production of the Company or otherwise to the business of the Company or which results from or is suggested by anything done in the course of the Employment, then all rights in such Inventions and Designs shall be the sole and absolute property of the Company and the Employee shall without delay communicate and deliver up to the Company all available information and materials relating to Inventions and deliver up to the Company all Designs.

40 The plaintiff agreed that by this provision, any product which resulted from or was suggested by anything done in the course of his employment with Omni was the property of Omni. He also agreed that if he wanted to undertake any other employment, freelance work or consultancy in the course of his employment with Omni, he would have to obtain Omni's consent.

41 The defendant's case was that any work leading to the Invention that was done up to 17 July 2000 when the plaintiff was in the employ of Omni was the property of Omni.

42 The plaintiff disagreed with that on the ground that the service agreement with Omni did not prevent him from working in his own time on the development work leading to the Invention and that the Invention had nothing to do with the development work on the PSC undertaken by Omni.

43 He pleaded that Omni had ceased operations on 30 June 2000 and his employment ceased on 17 July 2000 and that he commenced work conceptualising the Invention on 3 July and "[i]n the

premises, the Invention was not developed or substantially developed while [he] was an employee of Omni".[12]

44 He pleaded alternatively that if the Invention was developed or substantially developed while he was an employee of Omni, the Invention did not relate to "any of the products or methods of production of Omni" or "which resulted from or was suggested by anything done in the course of the Plaintiff's employment with Omni".[13]

45 In his affidavit, the plaintiff deposed that the original product he was working on in Omni was the Eagle. While the discussions with the defendant were underway, the project took a different direction from the optical based Eagle to "a new product concept Arawana to be based on Linux OS and a HDD"[14] which was presented to the defendant in June 2000.[15] (This was in fact something he had considered since April 2000, see [16] above). He went on to explain that in July 2000 he drafted the product specification for Arawana, which he sent to the patent attorneys on 21 July.

46 In his opening statement, the plaintiff took pains to explain the concepts that he had gone through:

> For the sake of not confusing the Court, I would like to highlight the IP issue relates to 3 fundamental different product concepts which resulted in 3 different inventions:
>
> (i) Omni's Eagle functional prototype that was demonstrated to the Defendant in April 2000 and was *a storage device* based on CD-RW drive.
>
> (ii) After the Omni was decided to wind down, the June's product concept that was presented on around mid June 2000 to the Defendant by way of an animated multimedia presentation. This concept was *a storage device* based on a hard disk drive and Linux OS. The July 2000's Invention Disclosure was filed for this concept with the name "Personal Storage Computer".
>
> (iii) The Technical Product's invention that was developed and filed in August 2000 is an invention of a completely different paradigm with the primary purpose of *directing flows of data between different digital devices.* Therefore its name is "Reconfigurable Communication Interface and Method Thereof". This is the Invention/Patent that was assigned to the Defendant and was developed for the Defendant.[16]
>
> [emphasis added]

To paraphrase that, the first and second product concepts (which were named "Eagle" or "mySTOR-1000") were for a storage device while the third product concept (which was called "Arawana") was for a data flow system.

47 It appears from the plaintiff's affidavit and the opening statement that the concept for the Invention, in particular, the change from an optical-based product to one using the Linux OS and a HDD was first thought of in April 2000 and born in June 2000 while Omni was still in operation, and while the plaintiff was an employee of Omni working actively on improving the Eagle/mySTOR-1000, and seeking to nurture the defendant's interest in the developments.

48 The plaintiff faced difficulties in this part of his case. When did he first think of switching from a CD-RW engine to a more sophisticated OS? Was it during the April presentation, or in June as stated in his affidavit of evidence-in-chief, or on 3 July, as pleaded? Whether it was April, June or 3 July, he

was still under the employ of Omni. More importantly, the switch-over was part of a continuous process of developing the project that the plaintiff was heading in Omni, which had been mentioned since April. There was no basis for severing the work done before 3 July from the work done after that day while he was still in the employ of Omni. It is difficult to believe that the Eagle/mySTOR-1000 project under development since May 1999 was completely abandoned without any result when Omni was wound up in July 2000, while work on the Invention from scratch on 3 July 2000 progressed to the extent that steps were already taken on 21 July 2000 to get a patent application filed.

49 The issue cannot be disposed of without considering the technical question whether the Invention was the plaintiff's own work, or whether it was developed or substantially developed during his time with Omni.

50 The defendant engaged Timothy Watkin ("Watkin") to give expert evidence. Watkin is a partner of a firm of patent and trademark attorneys in Singapore. He is a Chartered Patent Agent of UK, a European Patent Attorney and a Singapore Registered Patent Agent, and has been engaged in patent work including patent drafting for more than ten years.

51 He was instructed to render his opinion on whether the Patent Application and Invention were so similar to the invention developed by Omni as to entitle Omni to maintain a claim in the Patent Application assuming that the plaintiff did base the Invention on the Omni invention.

52 Watkin was provided with a series of documents, including notably a print-out of a mySTOR-1000 PowerPoint presentation of June 2000, an Arawana Program Description dated 12 July 2000, an Arawana User Description dated 21 July 2000 and the Invention Disclosure dated 22 July 2000.

53 He was also asked to work from some assumed facts. Principally, he was to assume that mySTOR-1000/Eagle was an Omni invention and that Arawana was the Invention for which the Patent Application was filed on 25 August 2000.

54 His opinion was that mySTOR-1000/Eagle was substantially similar to the Invention such that Omni was entitled to maintain an interest or claim on the Patent Application and the plaintiff was unable to transfer the Invention and Patent Application and the associated intellectual property rights to the defendant free from encumbrances.[17]

55 In his report, Watkin identified the three paragraphs in the Patent Application where the independent claims were made. He examined the features of mySTOR-1000/Eagle and the Arawana, and he found that:

> mySTOR-1000 is substantially similar to Arawana and both are very similar to the Invention as described in … the Patent Application. In view of the Assumed Facts, Arawana is an advanced development from mySTOR-1000 and the Invention and Patent Application are ultimately based upon the concepts embodied in mySTOR-1000.[18]

56 The plaintiff disputed Watkin's findings. He challenged the assumptions on which Watkin had worked and raised matters over the products that were under contemplation at the different stages. However, he was not able to show that the assumed facts Watkin relied on were materially wrong, and much of his complaints arose because he took some time to accept that the scope and depth of a patent application are to be established from the claims set out in the application, not from the inventor's intentions. The plaintiff questioned Watkin on the major parts of his report, but the latter stood by his opinion.

57 I believe that the plaintiff would have dealt with Watkin's evidence more effectively if he had an expert to assist him at the trial, but he only decided to call patent attorney Kevin Theseira ("Theseira") as his witness after Watkin had completed his evidence.

58 Theseira was responsible for drafting the Patent Application. His evidence, in the form of a signed statement, was that the plaintiff had wanted a patent for a personal storage computer, but he advised him that it would be difficult to obtain because there were many prior art devices. After further discussions, they agreed that the application was to be focused on a reconfigurable communication interface for connecting different devices together.

59 When counsel for the defendant referred him to the e-mail of 4 April 2000 (see [15] above), Theseira agreed that it showed that the plaintiff was already focusing on connectivity with external devices at that time.

60 Theseira also supported the plaintiff's contention that data flow was a critical part of the Invention. He pointed out that data flow was referred to under "Brief Summary of Invention" in the application. But counsel pointed out to him that it was not a claim for which protection was sought. This is a significant omission as s 25(5) of the Patents Act (Cap 221, 1995 Rev Ed) stipulates that the claims shall define the matters for which an applicant seeks protection. He also agreed that the Abstract in the application did not mention data flow although r 22(3) of the Patents Rules (Cap 221, R 1, 1996 Rev Ed) requires the Abstract to give a clear understanding of the technical problem to which the invention relates. The omission indicates that the focus of the Invention is not on data flow.

61 These concessions undermined the basis for saying that data flow is an essential part of the Invention, or that the Invention is fundamentally different from mySTOR-1000/Eagle in that the Invention is a data flow device while mySTOR-1000/Eagle is a storage device.

62 The defendant was able to obtain from the patent attorneys their file in the Patent Application.[19] In that file there is an e-mail from the plaintiff dated 5 August 2000 attaching "the overview system block diagrams and flow charts of key function". Amongst them was a chart of the Arawana bearing the notation "Overview 7 May 00, Rev 0.1".[20] This is a telling revelation indicating that there was already a connection between the work undertaken by May 2000 and the Invention, that the Arawana concept was born by May, and that work on the Invention did not commence on 3 July as the plaintiff claimed.

Findings

63 I find on a review of the evidence, that Arawana was a progression from mySTOR-1000/Eagle, and that it was conceived and worked on in April/May 2000 at the latest.

64 I reject the plaintiff's claim that work on the Invention only started on 3 July, but even if it did, the intellectual property arising out of the work undertaken between 3 July and 17 July, when he was employed by Omni, belonged to the company.

65 My findings are reinforced by the questionable conduct of the plaintiff and his wife in not informing the directors of Omni of the defendant's offer, and in not listing mySTOR-1000/Eagle in the assets of Omni in its winding up. It showed that they did not have the interests of Omni at heart when they realised that the company might not be able to carry on its operations, and that they were acting to advance their own interests instead.

66 I accept Watkin's opinion that mySTOR-1000/Eagle is substantially similar to the Invention, and I find that by the terms of his service agreement with Omni, the plaintiff did not have the full title to the Invention or the Patent Application that he purported to assign to the defendant.

67 In the result, I find in favour of the defendant on the preliminary issue and order that the plaintiff pay costs to the defendant for the proceedings before me. The parties are to return before me for directions on the conduct of the rest of the action that may be needed.

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[1]1DB117

[2]Plaintiff's Opening Statement, Tab 23

[3]Plaintiff's Opening Statement, para 29(ii)

[4]1DB187

[5]Affidavit of Evidence-in-chief of Chin Yeow Hon, exhibit CYH-15

[6]Affidavit of Evidence-in-chief of Chin Yeow Hon, para 50

[7]Plaintiff's affidavit of evidence-in-chief, Schedule 2, para 3.4

[8]DB263

[9]1DB214

[10]1DB274

[11]1DB272-273

[12]Re-re-amended Reply and Defence to re-re-amended Counterclaim, paras 2(9), (10), (11) and (12)

[13]Re-re-amended Reply and Defence to re-re-amended Counterclaim, para 2(13)

[14]Plaintiff's affidavit of evidence-in-chief, para 182

[15]Plaintiff's affidavit of evidence-in-chief, para 184

[16]Plaintiff's Opening Statement, para 28

[17]Report of Watkin para 29

[18]Report of Watkin para 51

[19]D12

[20]D12, page 158

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