

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[2019] SGHC 70

Suit No 652 of 2014

Between

Management Corporation Strata
Title Plan No 3556 (suing on
behalf of itself and all subsidiary
proprietors of Northstar @ AMK)

... Plaintiff

And

- (1) Orion-One Development Pte Ltd
(in liquidation)
- (2) Sanchoon Builders Pte Ltd

... Defendants

JUDGMENT

[Building and construction law] — [Construction torts] — [Negligence]

[Building and construction law] — [Contractors' duties] — [Duty as to
materials and workmanship]

[Building and construction law] — [Contractors' duties] — [Duty to design]

[Contract] — [Breach]

[Evidence] — [Admissibility of evidence] — [Hearsay]

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**Management Corporation Strata Title Plan No 3556
(suing on behalf of itself and all subsidiary proprietors
of Northstar @ AMK)**

v

Orion-One Development Pte Ltd (in liquidation) and another

[2019] SGHC 70

High Court — Suit No 652 of 2014

Vinodh Coomaraswamy J

17–21, 24 October 2016; 27–30 March; 22–23 May; 31 July 2017; 6, 29
March 2018

27 March 2019

Judgment reserved.

Vinodh Coomaraswamy J:

1 This dispute concerns a development known as Northstar @ AMK (the “Building”).¹ The management corporation of the Building brings this action against both the developer of the Building and the main contractor in respect of a number of alleged defects. The claim against the developer is brought on behalf of the subsidiary proprietors of strata title lots in the Building² and alleges various breaches by the developer of the sale and purchase agreements (“SPAs”) between the developer and the subsidiary proprietors. The claim against the main contractor is a claim in tort which the management corporation brings in its own capacity. The management corporation also pursues a claim in contract

¹ Statement of Claim (Amendment No 2) at paragraph 1.

² Plaintiff’s Submissions at close of trial dated 23 May 2017 at paragraph 14.

against the main contractor based on alleged breaches of various warranties given by the main contractor to the developer and later assigned to the management corporation.

The background

The Building and its construction

2 The Building is a nine-storey commercial building.³ It comprises a total of 654 light industrial units and offices.

3 Management Corporation Strata Title Plan No. 3556 (the “MCST”) is the management corporation of the Building and the plaintiff in this action.⁴

4 Orion-One Development Pte Ltd (“Orion-One”) is the developer of the Building and is the first defendant in this action. It has been in members’ voluntary liquidation since May 2014.⁵

5 Sanchoon Builders Pte Ltd (“Sanchoon”) was Orion-One’s main contractor in the construction of the Building⁶ and is the second defendant in this action. Sanchoon in turn engaged various sub-contractors.⁷

6 Sanchoon and its sub-contractors jointly provided several warranties to Orion-One (the “Warranties”). The Warranties covered various aspects of the Building, such as its cladding, waterproofing and roof.⁸ Orion-One purports to

³ 1st Defendant’s Closing Submissions dated 22 May 2017 at paragraph 1.

⁴ Statement of Claim (Amendment No 2) at paragraph 1.

⁵ 1st Defendant’s Defence (Amendment No 3) at paragraph 9.

⁶ 1st Defendant’s Closing Submissions dated 22 May 2017 at paragraphs 2c and 3a.

⁷ 2nd Defendant’s Closing Submissions dated 22 May 2017 at paragraph 39.

⁸ Agreed Bundle of Documents, vol 5, at pp 4403, 4422 and 4437.

have assigned the Warranties to the MCST by a deed of assignment dated 22 November 2013 (the “Deed”).⁹ As I explain later (see [87]–[89] below), the effect of the Deed is disputed.

7 The Temporary Occupation Permit for the Building was issued in July 2009. The Certificate of Statutory Completion was issued in December 2009.¹⁰ Orion-One handed over management of the Building to the MCST in November 2010.¹¹

Discovery of the defects

8 In or around February 2012, the chairman of the MCST, Mr David Ong, began to notice defects in the Building. These defects included cracks in the walls, water seepage, and water ponding.¹² Mr David Ong instructed the MCST’s managing agent to compile a list of defects.¹³ This list of defects was then sent to Orion-One.¹⁴ A joint inspection of the Building was conducted in October 2012.¹⁵

9 Following the joint inspection, Sanchoon carried out works to rectify the defects.¹⁶ The MCST and certain subsidiary proprietors remained dissatisfied even after the rectification. The MCST passed a special resolution in January

⁹ 1st Defendant’s Closing Submissions dated 22 May 2017 at paragraph 253.

¹⁰ Statement of Claim (Amendment No 2) at paragraph 7.

¹¹ See for example Affidavit of Evidence in Chief of Ong Choon @ David Ong at paragraph 37(i)(a).

¹² Affidavit of Evidence in Chief of Ong Choon @ David Ong at paragraph 16.

¹³ Affidavit of Evidence in Chief of Ong Choon @ David Ong at paragraph 18.

¹⁴ Affidavit of Evidence in Chief of Ong Choon @ David Ong at pp 349–352.

¹⁵ Affidavit of Evidence in Chief of Ong Choon @ David Ong at paragraph 23.

¹⁶ Affidavit of Evidence in Chief of Ting Chin Seng at paragraph 26 and Agreed Bundle of Documents, vol 6, p 5014.

2014 authorising litigation against Orion-One.¹⁷ The MCST commenced this action in June 2014.

Issues to be determined

10 The issues to be decided in this action are:

- (a) Does the MCST have the requisite *locus standi* to bring its claim against Orion-One?
- (b) Has Orion-One breached the SPAs?
- (c) Does Sanchoon owe the MCST a duty of care in tort, and if so has it breached its duty?
- (d) Has Sanchoon breached the Warranties?

Locus standi

11 The MCST's claim against Orion-One is a contractual claim founded on the SPAs between Orion-One and those subsidiary proprietors of the Building who are participating in this action.¹⁸ The MCST represents these subsidiary proprietors in a claim against Orion-One as permitted under s 85(1) of the Building Maintenance and Strata Management Act (Cap 30C, 2008 Rev Ed) (the "BMSMA").

12 The effect of s 85(1) is purely procedural. It does not confer upon a management corporation any cause of action in its own right. All that s 85(1) does is to facilitate an action by a large number of subsidiary proprietors in a development by allowing the management corporation to sue on their behalf,

¹⁷ Affidavit of Evidence in Chief of Ong Choon @ David Ong at paragraph 5.

¹⁸ Plaintiff's Submissions at close of trial dated 23 May 2017 at paragraph 14.

thereby avoiding having to name all of the participating subsidiary proprietors as parties to the action. The substantive parties to an action brought by a management corporation in reliance on s 85(1) remain at all times the individual subsidiary proprietors who have authorised the management corporation to act on their behalf. A management corporation which relies on s 85(1) is therefore required to identify the specific subsidiary proprietors whom it claims to represent in the action by naming them individually in an annex to its statement of claim: *Management Corporation Strata Title Plan No 3322 v Mer Vue Developments Pte Ltd* [2016] 4 SLR 351 at [18]–[19] and *Management Corporation Strata Title Plan No 2297 v Seasons Park Ltd* [2005] 2 SLR(R) 613 (“*Seasons Park*”) at [14]–[18].

13 The MCST has duly identified the specific subsidiary proprietors whom it claims to represent in this action in an annex to its statement of claim. I shall refer to that group of subsidiary proprietors as the “participating subsidiary proprietors”. The MCST has attempted to prove its authority to represent the participating subsidiary proprietors by adducing letters of authorisation (“LOAs”) signed by each of them. The MCST closed its case at trial without calling any of the participating subsidiary proprietors, other than Mr David Ong, to give evidence.

14 Orion-One took the following objections to the LOAs:

- (a) The LOAs are hearsay and therefore inadmissible.¹⁹
- (b) 28 of the LOAs are not signed by all of the joint subsidiary proprietors of the unit in question.²⁰

¹⁹ 1st Defendant’s Closing Submissions dated 22 May 2017 at paragraph 9.

²⁰ 1st Defendant’s Skeletal Submissions (Oral Submissions on 29 March 2018) dated 29 March 2018 at paragraph 13c.

(c) 76 of the LOAs are either undated or are dated after the MCST commenced this action.²¹

(d) 123 of the LOAs are signed by employees or directors of subsidiary proprietors who are corporations but without adducing any proof of the employees' or directors' authority to sign those LOAs on behalf of the corporate subsidiary proprietor.²²

(e) The jurats of the affidavits of evidence in chief of eight subsidiary proprietors does not record that the affidavits were translated to their deponents, even though those deponents do not understand English.²³

(f) Two LOAs contain certain discrepancies.²⁴

15 Orion-One also took issue with the standing of certain participating subsidiary proprietors to bring an action in contract against Orion-One for the following reasons:²⁵

(a) The names of the participating subsidiary proprietors for 13 units do not match the names of the purchasers set out in the SPAs for those 13 units.

²¹ 1st Defendant's Closing Submissions dated 22 May 2017 at paragraph 149.

²² 1st Defendant's Skeletal Submissions (Oral Submissions on 29 March 2018) dated 29 March 2018 at paragraph 13e.

²³ 1st Defendant's Skeletal Submissions (Oral Submissions on 29 March 2018) dated 29 March 2018 at paragraph 21.

²⁴ 1st Defendant's Skeletal Submissions (Oral Submissions on 29 March 2018) dated 29 March 2018, annex III, at p 12, s/n 92 and p 34, s/n 285.

²⁵ 1st Defendant's Closing Submissions dated 22 May 2017 at paragraph 165.

(b) Eight of the participating subsidiary proprietors have since transferred their units to third parties, who have no contract whatsoever with Orion-One.

(c) The SPA for #07-27 is incomplete.

I deal with these objections in turn.

Objections to the LOAs

Admissibility of the LOAs

16 As I have mentioned, the MCST included the LOAs in the agreed bundle, but closed its case at trial without calling any of the subsidiary proprietors who executed the LOAs to prove the LOAs and give evidence. Orion-One consistently took the point, both before and after the MCST closed its case at trial, that the LOAs were inadmissible hearsay.²⁶ In response, the MCST applied in the course of the closing submissions:²⁷ (i) for permission to reopen its case and to file affidavits of evidence in chief from the participating subsidiary proprietors exhibiting their respective LOAs; and (ii) to dispense with cross-examination of the participating subsidiary proprietors.

17 At the hearing of the MCST's application, I accepted Orion-One's argument that the LOAs were inadmissible hearsay. I nevertheless granted the MCST leave to reopen its case and to file affidavits of evidence from the participating subsidiary proprietors exhibiting their respective LOAs.²⁸ I now set out the reasons for my decision.

²⁶ 1st Defendant's Closing Submissions dated 22 May 2017 at paragraph 9.

²⁷ Summons No 3663 of 2017 ("SUM3663/2017").

²⁸ Notes of Evidence for SUM3663/2017 dated 16 October 2017 at p 28.

18 In the discussion which follows, I leave aside the LOAs executed by Mr David Ong. He filed an affidavit of evidence in chief and testified at trial, before the MCST closed its case. He therefore gave direct evidence of the contents of his LOAs within the meaning of s 62(1) of the EA. His LOAs are not inadmissible hearsay.

(1) The LOAs were indeed hearsay

19 In response to Orion-One’s hearsay objection, the MCST argued that the LOAs were not hearsay because:

(a) The MCST relied on each LOA only to prove that the statement in the LOA (that the subsidiary proprietor signing the LOA had authorised the MCST to bring this action on his behalf) was made, and not as proof of the truth of the statement in the LOA.²⁹

(b) Further or in the alternative, the LOAs fell within the exception to the rule against hearsay which is set out in s 32(1)(b)(iv) of the Evidence Act (Cap 97, 1997 Rev Ed) (the “EA”).³⁰

(c) Further or in the alternative, the LOAs fell within the exception to the rule against hearsay which is set out in s 32(1)(k) of the EA.³¹

(d) In any event, Orion-One had waived its right to object to the admissibility of the LOAs.³²

²⁹ Plaintiff’s Skeletal Submissions at close of third tranche trial dated 29 March 2018 at paragraphs 6–7.

³⁰ Plaintiff’s Skeletal Submissions at close of third tranche trial dated 29 March 2018 at paragraph 16.

³¹ Plaintiff’s Skeletal Submissions at close of third tranche trial dated 29 March 2018 at paragraph 22.

³² Plaintiff’s Skeletal Submissions at close of third tranche trial dated 29 March 2018 at

20 I did not accept any of the MCST's arguments on this point.

21 First, it is true that evidence which is adduced to prove that an out-of-court statement was made (and not to prove the truth of the contents of that statement) is not within the hearsay rule: *Saga Foodstuffs Manufacturing (Pte) Ltd v Best Food Pte Ltd* [1994] 3 SLR(R) 1013 at [11]. But the MCST adduced the LOAs not to prove that the out-of-court statements in the LOAs were made. For the MCST to represent a subsidiary proprietor in this action, it has to prove that it has authority from that subsidiary proprietor to do so. In other words, the MCST has to prove the truth of the statements in that subsidiary proprietor's LOA, *i.e.* that that subsidiary proprietor did authorise the MCST to represent him. It is not sufficient for the MCST simply to prove that the subsidiary proprietor made a statement to that effect. The MCST has to prove that the subsidiary proprietor in fact authorised the MCST to represent them in this action.

22 Second, the LOAs did not fall under s 32(1)(b)(iv) of the EA. Section 32(1)(b) of the EA renders a hearsay statement admissible if it is made by a person in the ordinary course of a trade, business, profession or other occupation. To fall within this exception, the statement must have been made in the course of transactions performed in one's habitual relation with others and as a material part of one's mode of obtaining a livelihood: *Bumi Geo Engineering Pte Ltd v Civil Tech Pte Ltd* [2015] 5 SLR 1322 ("*Bumi Geo*") at [105]. The rationale for this hearsay exception is that a statement made in the ordinary course of a trade, business, profession or other occupation is a record of historical fact made from a disinterested standpoint and may therefore be presumed to be true: *Bumi Geo* at [104]. The LOAs do not fall within

paragraph 30.

s 32(1)(b)(iv) of the EA. Preparing the LOAs was not a material part of the MCST's mode of business. Further, the rationale underpinning s 32(1)(b)(iv) does not apply to the LOAs. The LOAs were prepared for the sole purpose of this litigation. They were therefore not a record of historical fact made from a disinterested standpoint.

23 Third, the LOAs do not fall within s 32(1)(k) of the EA. Section 32(1)(k) renders a hearsay statement admissible if the parties so agree. The MCST argues that Orion-One agreed that the LOAs would be admissible within the meaning of s 32(1)(k) because it agreed to include the LOAs in the agreed bundles prepared for trial.³³ But agreement to include a document in an agreed bundle is an agreement only to dispense with formal proof of the document (*ie*, proof of the document by primary or permissible secondary evidence). It is not agreement as to the truth of the contents of the document: *Jet Holding Ltd and others v Cooper Cameron (Singapore) Pte Ltd and another and other appeals* [2006] 3 SLR(R) 769 ("*Jet Holding*") at [44].

24 Fourth, Orion-One did not waive its right to object to the admissibility of the LOAs. The MCST argues that Orion-One did waive its right to object because:³⁴

- (a) Orion-One consented to the MCST including the LOAs in the agreed bundle.

³³ Plaintiff's Skeletal Submissions at close of third tranche trial dated 29 March 2018 at paragraph 22.

³⁴ Plaintiff's Skeletal Submissions at close of third tranche trial dated 29 March 2018 at paragraph 30.

(b) Orion-One did not file a notice of non-admission of document under O 27 r 4(2) of the Rules of Court (Cap 322, R 5, 2014 Rev Ed) (the “Rules”).

(c) Orion-One did not aver or disclose any evidence to suggest that the LOAs should not be taken at face value, *e.g.* evidence which suggests that the subsidiary proprietors were unaware of the consequences of signing the LOAs or did so under duress or in ignorance.

(d) Orion-One did not cross-examine Mr David Ong, the only subsidiary proprietor whom the MCST actually called as a witness, on the accuracy or the contents of his LOAs.

25 These arguments are without merit. Orion-One’s agreement to the MCST including the LOAs in the agreed bundle does not constitute Orion-One’s agreement that the LOAs be admitted in evidence without calling the makers. Neither does Orion-One’s failure to file a notice of non-admission under O 27 r 4(2) of the Rules constitute agreement that the LOAs be admitted at trial. Order 27 rule 4 states:

Admission and production of documents specified in list of documents (O. 27, r. 4)

4.—(1) Subject to paragraph (2) and *without prejudice to the right of a party to object to the admission in evidence of any document*, a party on whom a list of documents is served ... shall, unless the Court otherwise orders, be deemed to admit —

(a) that any document described in the list as an original document is such a document and was printed, written, signed or executed as it purports respectively to have been; and

(b) that any document described therein as a copy is a true copy.

This paragraph does not apply to a document the authenticity of which the party has denied in his pleading.

(2) If ... the party to whom the list is served serves on the party whose list it is a notice stating, in relation to any documents specified therein, that he does not admit the authenticity of that document and requires it to be proved at the trial, he shall not be deemed to make any admission in relation to that document under paragraph (1).

[emphasis added]

A party's failure to file a notice of non-admission results only in the party being deemed to admit the *authenticity* of the document. It has no bearing on the right of the party to object to the *admissibility* of the document, as expressly stated in the portion of O 27 r 4(1) italicised above.

26 I further reject the MCST's objection that Orion-One cannot take the admissibility point because it did not aver or disclose any evidence to suggest that the LOAs should not be taken at face value. The burden of proving the MCST's authority to represent the subsidiary proprietors rests on the MCST. To discharge this burden, the MCST has to adduce admissible evidence of its authority. It is not Orion-One's duty to inform or remind the MCST that it cannot discharge this burden by attempting to rely on *inadmissible* evidence. And Orion-One's omission to do so is most definitely not a waiver of its right to object to the LOAs as hearsay.

27 In any case, Orion-One consistently indicated that it objected to the LOAs as being inadmissible hearsay before the MCST closed its case at trial. First, in its pleaded defence, Orion-One put the MCST to "strict proof" of its authority to act for the subsidiary proprietors.³⁵ There is, of course, no difference between a plea which puts a party to "proof" as to a particular fact and a plea which puts a party to "*strict* proof" of that fact. Be that as it may, this plea put the MCST on notice that Orion-One would require the MCST to prove its

³⁵ 1st Defendant's Defence (Amendment No 3) at paragraph 28.

allegations of authority at trial. And the MCST could not have understood Orion-One's plea as agreement that MCST could meet the plea by *inadmissible* evidence. Second, Orion-One stated in its opening statement that "[g]iven that the subsidiary proprietors have not given evidence on these LOAs, [Orion-One] will show that these LOAs are purely documentary hearsay".³⁶ In these circumstances, Orion-One cannot be said to have waived its right to object to the admissibility of the LOAs.

28 Finally, I reject the MCST's objection that Orion-One did not cross-examine Mr David Ong, the only subsidiary proprietor called by the MCST as a witness, on the contents of his LOA. Orion-One is perfectly entitled to hold the view that the Mr David Ong's LOA is admissible while also holding the view that the other subsidiary proprietors' LOAs are inadmissible, lacking "the sanction of the tests applied to admissible evidence, namely the oath and cross-examination": *Jet Holding* at [74] citing *Sir John Woodroffe & Syed Amir Ali's Law of Evidence* (Butterworths, 17th Ed, 2001) vol II at p 1726.

(2) Reopening the MCST's case

29 I granted the MCST leave to reopen its case and to file an affidavit of evidence in chief for each participating subsidiary proprietor. In effect, this gave the MCST an opportunity to rectify its case by adducing fresh evidence after it had closed its case in order to render the LOAs admissible. I did not, however, dispense with their attendance for cross-examination.

30 It was common ground between the parties that I had the discretion to allow the MCST to adduce additional evidence even after it had closed its case:³⁷

³⁶ 1st Defendant's Opening Statement at paragraph 27.

³⁷ Plaintiff's Further Submissions in SUM3663/2017 dated 16 October 2017 at paragraphs 3–4; 1st Defendant's Supplementary Submissions in SUM3663/2017 dated

see, for example, *Prince Court Medical Centre Sdn Bhd v Germguard Technologies (M) Sdn Bhd* [2016] 4 MLJ 1 at [9] and *Sykes v Sykes* (1995) 6 BCLR (3d) 296 at [9]. I exercised my discretion in favour of allowing the additional evidence for the following reasons.

31 First, Orion-One's objection to the admissibility of the LOAs was a highly technical objection. I have found that the objection was well-founded. And it no doubt resulted from a fundamental error by counsel for the MCST. However, the objection carried very little in terms of substance. More importantly, it seemed to me that the objection, well-founded as it was, was not conducive to determining the real matter in controversy in this action, which is whether Orion-One breached the SPAs. In my view, it was appropriate to exercise my discretion in favour of the MCST in order to allow the real matter in controversy in this action to be decided. As Bowen LJ stated in his dissenting judgment in *Cropper v Smith* (1884) 26 Ch D 700 at 711:

It seems to me that as soon as it appears that the way in which a party has framed his case will not lead to a decision of the real matter in controversy, it is as much a matter of right on his part to have it corrected, if it can be done without injustice, as anything else in the case is a matter of right. It was said by [counsel for the plaintiff] in his very powerful speech to us, "You are taking away an advantage from the Plaintiffs who have got judgment below, by making an amendment at the last moment." In one sense we should be taking away an advantage from them, but only an advantage which they have obtained by a mistake of the other side, contrary to the true bearing of the law on the rights of the parties.

32 Second, although Orion-One's objection was well-founded and resulted from counsel's error, the consequence to the MCST of shutting out the additional evidence was out of all proportion to the gravamen of the objection and to the seriousness of the error. If I had declined to allow the MCST to reopen

16 October 2017 at paragraphs 22 and 30.

its case, the LOAs would be inadmissible hearsay. The MCST would thus have been unable to prove its authority to act for the subsidiary proprietors (other than the 58 subsidiary proprietors who voted in favour of the special resolution authorising the MCST to commence litigation against Orion-One:³⁸ see *Seasons Park* at [19]–[20]). The MCST’s entire claim against Orion-One would fail solely because of counsel for MCST’s error in failing to render the LOAs admissible. I did not think it just for the subsidiary proprietors to be deprived of their entire claim against Orion-One solely by reason of counsel’s error. Nor did I think it just to shift the economic burden of that claim, insofar as it was well-founded, from Orion-One to the MCST’s solicitors’ professional indemnity insurers.

33 Third, allowing the MCST to reopen its case in these circumstances raised only a single, narrow issue relating to the MCST’s authority to represent the subsidiary proprietors. Doing so did not expand the range of issues to be determined at trial. In particular, doing so did not require the pleadings to be amended and did not require discovery to be re-visited. It also appeared to me that, with proper use of the notice to admit procedure, the MCST could ensure that Orion-One was judicious in choosing which of the subsidiary proprietors it wished to cross-examine on their affidavits of evidence in chief. The entirely justified concerns about the effect of allowing a party to reopen its case on the judicial goal of disposing of civil litigation justly and expeditiously, as highlighted in *Wee Soon Kim Anthony v UBS AG* [2003] 2 SLR(R) 554 (“*Anthony Wee*”) at [17]–[18], were therefore attenuated in this case.

34 Finally, I was not satisfied that Orion-One would suffer any prejudice for which it could not be compensated by costs if I were to allow the MCST to

³⁸ Agreed Bundle of Documents, vol 6, at p 5116–5120.

reopen its case. Orion-One argued that it would suffer irremediable prejudice because: (i) there would not be a just and expeditious disposal of this action; (ii) the MCST would be allowed to tailor its evidence to meet Orion-One's case; and (iii) the MCST would be given a second bite of the cherry because its claim against Orion-One would otherwise have been dismissed. I did not accept any of these three arguments. First, as I have stated above, allowing the MCST to reopen its case involved only a single, narrow issue which was very easily addressed. The delay caused by allowing the MCST to reopen its case would thus not be so severe that Orion-One could not be compensated for it by costs. Allowing the MCST to reopen its case would also not allow it to tailor its evidence to meet Orion-One's case. The MCST was not seeking an opportunity to put in additional evidence of primary, historical fact to fill in gaps in its substantive case which had been exposed at trial by cross-examination or by the evidence of Orion-One's factual or expert witnesses. The MCST was seeking an opportunity only to put in evidence of secondary, procedural fact which was necessary under s 106 of the EA to allow evidence which the MCST had already placed before the court to be rendered admissible. Finally, although allowing the MCST to reopen its case would give it a chance to rectify a potentially fatal defect in its claim against Orion-One, like Bowen LJ in *Cropper v Smith* (see [31] above), I did not consider depriving Orion-One of a technical advantage arising from a procedural defect caused by a genuine error to be a form of prejudice for which it could not be compensated by costs.

35 The MCST thus arranged for 151 subsidiary proprietors to file affidavits of evidence in chief.³⁹ Orion-One dispensed with the cross-examination of 127 subsidiary proprietors. It sought to cross-examine only the remaining 24.⁴⁰ Of

³⁹ Plaintiff's Skeletal Submissions at close of third tranche trial dated 29 March 2018 at paragraph 36.

⁴⁰ 1st Defendant's letter to court dated 21 March 2018.

these 24, two (Foo Su Mei and Leong Kay Peng) did not attend for cross-examination.⁴¹ It is not necessary for me to decide whether the LOAs of these two subsidiary proprietors are admissible despite their failure to attend for cross-examination, because the MCST's authority to represent them is flawed for other reasons (see Annex A).

36 The MCST argues that, because Orion-One did not ask to cross-examine 127 out of the 151 subsidiary proprietors, it cannot challenge the affidavits of evidence in chief of these 127 subsidiary proprietors pursuant to the rule in *Browne v Dunn* (1893) 6 RJ 67 ("*Browne v Dunn*"). I disagree. The rule in *Browne v Dunn* is not a rigid, technical rule. It is not to be applied mechanically in order to require every single point in a party's case to be put to every opposing witness. The rule is ultimately a rule of fairness to the witness, nothing more. The rationale of the rule is to give a witness an opportunity to offer a response to allegations made against the witness: *Asnah bte Ab Rahman v Li Jianlin* [2016] 2 SLR 944 at [115]. Orion-One's objections to the LOAs of these 127 subsidiary proprietors are primarily that these LOAs either: (i) were not signed by all joint subsidiary proprietors; or (ii) were signed by employees or individual directors of company-subsidary proprietors with no evidence of their authority to do so. It would not have served any purpose whatsoever for the defendants to have insisted on these 127 subsidiary proprietors taking the time and expense to attend court, taking the stand and taking the oath or affirmation simply to put formally these points to the 127 subsidiary proprietors. This is because, at best, each subsidiary proprietor could respond only by saying that he was given authority to sign the relevant LOA by his joint subsidiary proprietor or by the company-subsidary proprietor. But an assertion of this nature coming from the party signing the LOA is valueless. An agent cannot

⁴¹ Certified Transcript dated 29 March 2018, at p 2, lines 18–19.

give himself authority (*Skandinaviska Enskilda Banken AB (Publ), Singapore Branch v Asia Pacific Breweries (Singapore) Pte Ltd and another and another appeal* [2011] 3 SLR 540 (“*Skandinaviska*”) at [59]). And an agent can give only hearsay evidence that the principal has clothed him with authority.

Co-subsidiary proprietors

37 Orion-One objects to 28 of the LOAs on the basis that they are not signed by all of the joint subsidiary proprietors of a particular unit. The MCST argues that there is no requirement for all joint subsidiary proprietors to sign a LOA.⁴² It is instead sufficient for one joint subsidiary proprietor to sign the LOA, because “[e]ach individual [subsidiary proprietor], be it held as joint tenancy or tenancy in common, has a full legal right/ownership over the property”.⁴³ Further, according to the MCST, the parties to each SPA intended for joint subsidiary proprietors to have joint and several rights and obligations under the SPA.⁴⁴ A single joint subsidiary proprietor can therefore exercise his personal contractual rights under the SPAs. Alternatively, the MCST argues that the joint subsidiary proprietors who signed the LOAs had implied authority from the other joint subsidiary proprietor to do so.⁴⁵

38 I reject the MCST’s arguments. The MCST relies on s 85 of the BMSMA as its basis to represent the subsidiary proprietors in this action.⁴⁶ Section 85 of the BMSMA allows a management corporation to represent “subsidiary proprietors” in proceedings. “Subsidiary proprietor” is defined in

⁴² Plaintiff’s Submissions at close of trial dated 23 May 2017 at paragraph 109.

⁴³ Plaintiff’s Submissions at close of trial dated 23 May 2017 at paragraph 111.

⁴⁴ Plaintiff’s Submissions at close of trial dated 23 May 2017 at paragraph 112.

⁴⁵ Plaintiff’s Skeletal Submissions at close of third tranche trial dated 29 March 2018 at paragraph 65.

⁴⁶ Statement of Claim (Amendment No 2) at paragraph 2.

s 2(1) of the BMSMA as having the same meaning as is ascribed to that term in the Land Titles (Strata) Act (Cap 158, 2009 Rev Ed) (the “LTSA”). Section 3(1) of the LTSA defines a subsidiary proprietor as, *inter alia*, “the registered subsidiary proprietor for the time being of the *entire estate* in a lot” [emphasis added]. A single tenant in common is not a proprietor of the *entire estate*. The definition of “subsidiary proprietor” in the LTSA thus does not include a single tenant in common: *Goh Teh Lee v Lim Li Pheng Maria and others* [2010] 3 SLR 364 (“*Goh Teh Lee*”) at [16]. It is thus not sufficient for a single tenant in common to authorise the MCST.

39 Similarly, although a joint tenant owns the whole of the estate together with the other joint tenants, “each and every joint tenant must partake in any dealings with the whole legal estate before such dealings may effectively bind the entire estate”: *Goh Teh Lee* at [17]. It is thus also not sufficient for a single joint tenant to authorise the MCST.

40 Given that the MCST’s basis for bringing this action on behalf of the subsidiary proprietors is s 85 of the BMSMA and is not contractual,⁴⁷ it is irrelevant whether the SPAs created joint rights or several rights where Orion-One’s counterparty was more than one purchaser. In any event, the MCST has not proven that the SPAs created several *rights* for co-owners. The MCST relies on cl 1.1.5 of the SPAs as evincing such an intention. Clause 1.1.5 states “[i]f there is more than one vendor or more than one purchaser, the obligations which they undertake under this Agreement can be enforced against them all jointly or against them individually”.⁴⁸ At most, cl 1.1.5 indicates an intention for the parties to the SPA to be *liable* severally in addition to being liable jointly. It

⁴⁷ Statement of Claim (Amendment No 2) at paragraph 2.

⁴⁸ Plaintiff’s Core Bundle of Documents (For Oral Submissions) dated 31 July 2017 at tab 1, p 2.

says nothing about *rights* vesting in the purchasers severally rather than or in addition to rights vesting in them jointly.

41 Finally, I do not accept the MCST's submission that each joint subsidiary proprietor who signed an LOA had implied authority from the joint subsidiary proprietors who did not sign the LOA. The MCST relies on the testimony of some of the signing joint subsidiary proprietors that the non-signing joint subsidiary proprietors gave authority to execute the LOAs on their behalf.⁴⁹ The MCST further argues that "the relationship between co-owners may also imply the agency relationship between co-owners, such that any one of the co-owners will be the agent to the other(s) and hence may have the usual and ostensible authority".⁵⁰

42 As noted earlier, an assertion by a joint subsidiary proprietor that another joint subsidiary proprietor authorised him to execute the LOAs on behalf of their other co-owners is either valueless as an agent cannot give himself authority: *Skandinaviska* at [59] or is inadmissible hearsay.

43 As for the MCST's argument on the relationship between joint subsidiary proprietors, the MCST has cited no authority to support its assertion that there is an agency relationship between them. A relationship of agency is a fiduciary relationship that arises when one person (the principal) manifests assent to another person (the agent) acting on the principal's behalf, and the agent manifests assent so to act: *Alwie Handoyo v Tjong Very Sumito and another and another appeal* [2013] 4 SLR 308 at [147]. I cannot see how the

⁴⁹ Plaintiff's Skeletal Submissions at close of third tranche trial dated 29 March 2018 at paragraph 68.

⁵⁰ Plaintiff's Skeletal Submissions at close of third tranche trial dated 29 March 2018 at paragraph 68.

relationship between joint subsidiary proprietors necessarily creates such assent for all the joint subsidiary proprietors *inter se*. Further, unlike s 5 of the Partnership Act (Cap 391, 1994 Rev Ed) which statutorily prescribes a relationship of agency between partners, there is no equivalent provision governing the relationship between joint subsidiary proprietors. The MCST points to para 2(3) of the First Schedule to the BMSMA,⁵¹ which states:

The vote of joint subsidiary proprietors ... may be cast by any of them ... and if both joint subsidiary proprietors ... are present at a meeting of the management corporation ... the vote of the senior who casts a vote ... shall be accepted to the exclusion of the votes of the others ...

Even if para 2(3) creates a relationship of agency between joint subsidiary proprietors, this relationship is clearly limited to the context of voting at a meeting held by a management corporation.

Undated and post-dated LOAs

44 Orion-One argues that LOAs must be executed before a MCST commences action, relying on *Seasons Park and Management Corporation Strata Title Plan No 3322 v Mer Vue Developments Pte Ltd and others (King Wan Construction Pte Ltd and others, third parties)* [2016] SGHC 28 (“*Mer Vue (HC)*”).⁵² It thus argues that I should disregard the LOAs which are undated or which are dated after the MCST commenced this action.⁵³

45 There is no requirement for a subsidiary proprietor to execute an LOA before the management corporation commences action on behalf of that subsidiary proprietor. What is required when a management corporation

⁵¹ Plaintiff’s Skeletal Submissions at close of third tranche trial dated 29 March 2018 at paragraph 67.

⁵² 1st Defendant’s Closing Submissions dated 22 May 2017 at paragraphs 150–153.

⁵³ 1st Defendant’s Closing Submissions dated 22 May 2017 at paragraph 156.

commences action is the means by which it is possible specifically to identify each subsidiary proprietor whom the management corporation represents: *Seasons Park* at [18]. This is necessary for two related reasons. First, to inform the defendants of the identity of each subsidiary proprietor who has authorised the management corporation to institute the claim on his behalf, allowing the defendant to meet the case against it. Second, it is necessary to ensure that there is no doubt as to whom the eventual judgment binds.

46 An LOA is not authority: it is simply evidence of authority. There is therefore no reason to require an LOA to be executed before a management corporation commences action, provided that the management corporation makes clear to the defendant whom the management corporation claims to represent. For its own protection, a management corporation may want to ensure that it has in hand documentary evidence of authority from each subsidiary proprietor it claims to represent before it commences action on that subsidiary proprietor's behalf. But that is a matter between the management corporation and the subsidiary proprietor. As against the defendant, there is no basis to require the documentary evidence of authority to be executed before the management corporation commences action. As an example, it would be entirely legitimate for a management corporation to name in its statement of claim a subsidiary proprietor who has given it oral authorisation to represent him, and to document that oral authorisation later by a LOA which is executed after the commencement of the action. This is in fact what the MCST claims it did in this case: that it is merely using the LOAs as *evidence* of its authority, and that it obtained authority from the subsidiary proprietors before commencing this action.⁵⁴ I do not understand the defendants to dispute this.

⁵⁴ Plaintiff's Submissions at close of trial dated 23 May 2017 at paragraph 100.

47 Further, neither *Seasons Park* nor *Mer Vue (HC)* require LOAs to be executed before the commencement of an action. Both *Seasons Park* and *Mer Vue (HC)* state that a management corporation must obtain *authorisation* from its subsidiary proprietors before commencing action. They do not go further to prescribe that authorisation must take the form of LOAs which must therefore be signed before the action is commenced. The Court of Appeal in *Seasons Park* (at [20]) agreed with the trial judge’s observation that:

... Where a cause of action is to be founded on contract every party bound by that contract must be identified, and thus *every subsidiary proprietor who had a contract with the [developer] had to expressly authorise the [management corporation] to sue on his behalf ...* [emphasis added]

Similarly, the court in *Mer Vue (HC)* said (at [42]):

... It was also very curious that more than 80 of the additional letters of authorisation were *undated*. Further, three letters of authorisation included were actually signed by subsidiary proprietors that had already been listed in the [management corporation’s further and better particulars] filed earlier on 31 October 2011, with their letters of authorisations dated *after* the fact in 2014. Specific authorisation was required from each original purchaser that had a cause of action in contract, as it cannot be assumed that original purchasers would *ipso facto* wish to sue in contract just because they have the right to ... Thus, ***authorisation should be obtained from each original purchaser before management corporations can claim and demonstrate that they are representing and suing on behalf of these subsidiary proprietors*** pursuant to Section 85(1) of the BMSMA. [emphasis in original in italics; emphasis added in bold italics]

I note that the court in *Mer Vue (HC)* highlighted the fact that some of the LOAs in that case were undated and that some others were dated “*after the fact*”. But I do not understand the court in *Mer Vue (HC)* to be laying down a rule that a management corporation must obtain a LOA before it may claim to represent a subsidiary proprietor in an action. As the court in *Mer Vue (HC)* noted, what is important is that *authorisation* be obtained from a subsidiary proprietor before

the management corporation claims to represent it. This authorisation may be evidenced by a LOA executed later, “*after the fact*”.

LOAs signed by employees and directors

48 Orion-One submits that LOAs signed by employees and individual directors of subsidiary proprietors who are companies should be disregarded. According to Orion-One, this is because an employee is not authorised to act for a company simply by virtue of being an employee.⁵⁵ And the directors of a company are empowered to authorise a company to commence legal proceedings only if the directors act collectively as a board, unless the board has delegated such authority to an individual director.⁵⁶ The MCST submits that it is entitled to rely on the “indoor management rule” laid down in *Royal British Bank v Turquand* [1843-60] All ER Rep 435 to assume that employees and directors were properly authorised to execute the LOAs on behalf of their companies.⁵⁷

49 The indoor management rule is a presumption of regularity to be applied in concert with the rules of apparent authority. In other words, the indoor management rule entitles an outsider to rely on an agent’s apparent authority even if there is in fact some internal irregularity that vitiates the agent’s actual authority: *Walter Woon on Company Law* (Tan Cheng Han, ed) (Sweet & Maxwell, Revised 3rd Ed, 2009) at paras 3.38–3.40 and *SAL Industrial Leasing*

⁵⁵ 1st Defendant’s Skeletal Submissions (Oral Submissions on 29 March 2018) dated 29 March 2018 at paragraph 65.

⁵⁶ 1st Defendant’s Skeletal Submissions (Oral Submissions on 29 March 2018) dated 29 March 2018 at paragraphs 60–61.

⁵⁷ Plaintiff’s Skeletal Submissions at close of third tranche trial dated 29 March 2018 at paragraphs 88 and 90.

Ltd v Hydtrolmech Automation Services Pte Ltd and others [1997] 3 SLR(R) 676 at [43]–[44].

50 The MCST is not entitled to rely on the indoor management rule in relation to the LOAs signed by employees and individual directors. This is because the employees and individual directors do not even have apparent authority to act on behalf their companies. The decision to bring an action in the name of a company falls within the purview of the company’s board of directors: *Chan Siew Lee v TYC Investment Pte Ltd and others and another appeal* [2015] 5 SLR 409 at [59]. Therefore, in the absence of proof to the contrary, an employee and an individual director do not have apparent authority to sign an LOA. The MCST relies solely on the fact that the employees and individual directors signed the LOAs to argue that they had apparent authority to do so. But an agent cannot give himself authority: *Skandinaviska* at [59]. The indoor management rule thus does not apply to permit the MCST to rely on the LOAs signed by employees and individual directors of company subsidiary proprietors.

51 Having said that, I note that Orion-One has not only objected to LOAs signed by employees and individual directors of company subsidiary proprietors, but also to LOAs stamped with the rubber stamps of company subsidiary proprietors. Orion-One’s objections to the stamped LOAs are unfounded. The company stamp represents the *company* signing the LOA. The MCST can rely on these LOAs as the companies have the authority to authorise the MCST to represent them in litigation. And any lack of actual authority on the part of the persons who stamped the LOAs can be defeated by the indoor management rule, as persons with access to the company stamp have apparent authority to represent the company.

Affidavits of evidence in chief not translated to their deponents

52 Orion-one seeks to invalidate eight affidavits of evidence in chief on the basis that their jurats do not record that they were translated to their deponents, who do not understand English.⁵⁸ Orion-One argues that these affidavits of evidence in chief do not comply with O 41 r 1(7) and (8) and Form 78 of Appendix A of the Rules and should therefore be rejected, relying on *Fung Yuk Lien v Foong Chee Sam (as administrator of the estate of Kong Muk Tei, deceased)* [2000] 3 MLJ 543.⁵⁹

53 It is not necessary for me to decide whether these affidavits of evidence in chief are irregular and should be rejected. The MCST's claim to represent seven of the eight units (*ie* #B1-05, #01-04, #01-23, #01-52, #05-01, #09-93, and #09-95) is already defeated by the fact that the LOAs for those units were not signed by all of the joint subsidiary proprietors (see Annex A). Whether the affidavits of evidence in chief of the subsidiary proprietors in respect of each of those units is irregular is thus immaterial. As for the remaining unit (*ie* #04-10), the affidavit of evidence in chief in question was affirmed by Mr Lee Wee Foon, who took the stand to be cross-examined.⁶⁰ Because Mr Lee appeared as a witness, the LOA in respect of #04-10 has been proven and is admissible. In light of his direct, oral evidence, it is no longer necessary for the MCST to rely on Mr Lee's *affidavit of evidence-in-chief* to render his LOA admissible. As a result, whether Mr Lee's affidavit of evidence-in-chief is irregular is also immaterial.

⁵⁸ 1st Defendant's Skeletal Submissions (Oral Submissions on 29 March 2018) dated 29 March 2018 at paragraph 21.

⁵⁹ 1st Defendant's Skeletal Submissions (Oral Submissions on 29 March 2018) dated 29 March 2018 at paragraphs 23–25.

⁶⁰ Certified Transcript dated 6 March 2018, at p 106, lines 7–8.

Discrepancies

54 Orion-One has highlighted certain discrepancies between the names of the participating subsidiary proprietors as listed in the annex to the statement of claim and as set out in the LOAs. First, the subsidiary proprietor for #03-46 is listed in the annex to the statement of claim as FS-3D Support Solutions Pte Ltd. But the LOA for the unit was executed by FS-3D Project Supplies Pte Ltd.⁶¹ Second, the subsidiary proprietors for #08-107 are listed in the annex as Ng Eng Huat and Ng Hui Enn. But the LOA for the unit is executed by Lim Lee Huat.⁶²

55 These discrepancies are immaterial. Order 20 rule 5(3) of the Rules allows an amendment to correct the name of a party at any stage of the proceedings. Such an amendment may be made even if the effect of the amendment would be to substitute a new party and even if the claim is time-barred, provided the Court is satisfied that the mistake sought to be corrected was a genuine mistake and was not misleading or did not cause any reasonable doubt as to the identity of the person intending to sue. Both discrepancies highlighted by Orion-One constitute mere misnomers and are within the scope of this rule.

56 FS-3D Support Solutions Pte Ltd is the former name of FS-3D Project Supplies Pte Ltd. Under s 28(6) of the Companies Act (Cap 50, 2006 Rev Ed), this change of name does not “affect the identity of the company or render defective any legal proceedings by or against the company”. A reference to a subsidiary proprietor by its former name is no different in law from a reference to it by its current name and is a reference to the same legal person. That suffices

⁶¹ 1st Defendant’s Skeletal Submissions (Oral Submissions on 29 March 2018) dated 29 March 2018, annex III, at p 12, s/n 92.

⁶² 1st Defendant’s Skeletal Submissions (Oral Submissions on 29 March 2018) dated 29 March 2018, annex III, at p 34, s/n 285.

in itself to neutralise this alleged discrepancy. However, it is also the case that this change of name took place before⁶³ the MCST commenced this action. The use of the former name for the proprietor of #03-46 is therefore clearly a mistake. Further, all the relevant documents such as the MCST's strata roll⁶⁴ and the land title transfer record⁶⁵ ("LTT") show the subsidiary proprietor of this unit under its current name. The LTT even states that FS-3D Project Supplies Pte Ltd was formerly known as FS-3D Support Solutions Pte Ltd. There thus could not have been any reasonable doubt as to the identity of the legal person whom the MCST represents in this action. That legal person is the subsidiary proprietor of #03-46, *i.e.* FS-3D Project Supplies Pte Ltd which is the same legal entity as FS-3D Support Solutions Pte Ltd.

57 Similarly, the discrepancy in respect of #08-107 is also a curable misnomer. The relevant documents such as the MCST's strata roll⁶⁶ and the LTT⁶⁷ show the relevant subsidiary proprietor to be Lim Lee Huat. There thus could not have been any reasonable doubt as to the identity of the person whom the MCST represents in this action. That person is the subsidiary proprietor of #08-107: Lim Lee Huat.

Objections to the SPAs

Inconsistencies in names between the SPAs and statement of claim

58 In respect of 13 of the subsidiary proprietors, Orion-One argues that the MCST has failed to prove that Orion-One contracted with those subsidiary

⁶³ Agreed Bundle of Documents, vol 3, at p 2164.

⁶⁴ Agreed Bundle of Documents, vol 1, at p 428, s/n 176.

⁶⁵ Agreed Bundle of Documents, vol 3, at p 2160.

⁶⁶ Agreed Bundle of Documents, vol 1, at p 436, s/n 547.

⁶⁷ Agreed Bundle of Documents, vol 4, at p 3696.

proprietors because the names of the subsidiary proprietors as set out in the annex to the statement of claim do not match the names as set out in the SPAs and the LTT.⁶⁸

59 I reject Orion-One's argument. The names as they appear in the annex to the statement of claim and in the SPAs are as follows:⁶⁹

S/N	Unit	Name in annex to the statement of claim	Name in SPA	Name in LTT
1	#B1-05	Hiap Leng Tuar / Ong Hock Heng / Chiew Hock You	Ong Hock Heng and Chiew Hock You, the Trustees of Hiap Leng Tuar	Ong Hock Heng (Trustee) / Chiew Hock You (Trustee) / Hiap Leng Tuar (Beneficiary)
2	#01-31	Ong Tian Soon / Soh Bee Lee	Ong Tian Soon @ Ang Thian Soon and Soh Bee Lee	Ong Tian Soon @ Ang Thian Soon / Soh Bee Lee

⁶⁸ 1st Defendant's Closing Submissions dated 22 May 2017 at paragraph 166.

⁶⁹ 1st Defendant's Closing Submissions dated 22 May 2017, Annex IV.

S/N	Unit	Name in annex to the statement of claim	Name in SPA	Name in LTT
3	#03-46	FS-3D Support Solutions Pte Ltd	Not applicable	FS-3D Project Supplies Pte Ltd (Formerly known as FS-3D Support Solutions Pte Ltd)
4	#04-10	Lee Melvin / Lee Wee Foon	Not applicable	Lee Wee Foon / Lee Liang Shing Melvin

S/N	Unit	Name in annex to the statement of claim	Name in SPA	Name in LTT
5	#04-21	Tan Lye Seng / Samuel Soh Aik Meng / Seah Mui Hui Esther	Not applicable	Tan Lye Seng (Trustee) / Samuel Soh Aik Meng (Trustee) / Seah Mui Hui Esther (Trustee) / Gospel Baptist Church (Beneficiary)
6	#05-34	Foo Chin Wei / Ow Siew Eng	Not applicable	Foo Chin Wei (Hu Jinwei) / Ow Siew Eng

S/N	Unit	Name in annex to the statement of claim	Name in SPA	Name in LTT
7	#06-35	Mr. Ong Choon @ David Ong / Mdm. Cheong Wong Hee / Mr. Ong Li Mun Andy	Not applicable	Ong Choon @ David Ong / Cheong Wong Hee / Ong Li Mun Andy (Wang Liman Andy)
8	#07-03	Chew Bee Kow t/a Goodcare Building Services Contractor	Not applicable	Chew Bee Keow trading as Good-Care Building Services Contractor

S/N	Unit	Name in annex to the statement of claim	Name in SPA	Name in LTT
9	#07-31	Chiang Lee Juin @ Chiang Siong Oh / Lim Peng Siang / Chew Seng Huat / Yeo Chong Beng / Khiang Khoon Tian Dragon And Lion Dance Association	Not applicable	Chiang Lee Juin @ Chiang Siong Oh (Trustee) / Lim Peng Siang (Trustee) / Chew Seng Huat (Trustee) / Yeo Chong Beng (Trustee) / Khiang Khoon Tian Dragon and Lion Dance Association (Beneficiary)

S/N	Unit	Name in annex to the statement of claim	Name in SPA	Name in LTT
10	#07-43	Chow Chang Wei Valiant	Chow Chang Wei Valiant (Zhou Canwei Valiant)	Not applicable
11	#08-02	Mr. Lim Chor Yeow / Mdm. Tricia Tan Yi Joo / Mr. Tan Sek Yam	Not applicable	Lim Chor Yeow Mrs. Tan Sek Yam / Tricia Tan Yi Joo (Chen Yanyu) / Tan Sek Yam
12	#08-58	Huang ZhenFeng / Huang ShenPing	Not applicable	Huang ZhenFeng / Huang ZhenPing
13	#09-93	Mr. Wang Cher Kim / Mdm. Poh Ting Ting	Not applicable	Poh Ting Ting (Fu Tingting) / Wang Cher Kim

60 The inconsistencies in the names between the annex to the statement of claim, the SPAs and the LTTs arise mainly because details have been included such as the capacity in which the parties entered into the SPAs (eg as trustees or beneficiaries) or different Romanisations of Chinese names. The inconsistencies are so minor as to be *de minimis*. It is patent that the parties named in the annex to the statement of claim are the same as those in the SPAs and LTTs.

Subsidiary proprietors who have transferred their units

61 Orion-One argues that the MCST cannot represent subsidiary proprietors who have transferred their units to third parties. According to Orion-One, this is because s 85 of the BMSMA allows a management corporation to represent only a “registered subsidiary proprietor for *the time being* of the entire estate in a lot” [emphasis added] (see [38] above).⁷⁰

62 I accept Orion-One’s argument. Once a subsidiary proprietor has transferred his unit he can no longer be considered to be a subsidiary proprietor “for the time being” of any estate in a lot, let alone the “entire estate”: see *Seasons Park* at [20]. Although some of the transfers were effected after the MCST commenced this action,⁷¹ *locus standi* can be reassessed at any time before the court reaches a final determination: *Vellama d/o Marie Muthu v Attorney-General* [2013] 4 SLR 1 at [14].

63 Nevertheless, I do not accept that all eight of the units identified by Orion-One (ie, #03-46, #03-54, #04-09, #06-07, #06-08, #07-06, #08-64, #08-107) have undergone a change of ownership.⁷² Specifically, I do not accept that

⁷⁰ 1st Defendant’s Reply Closing Submissions dated 23 June 2017 at paragraph 183.

⁷¹ Plaintiff’s Submissions at close of trial dated 23 May 2017 at paragraph 132.

the ownership of #03-46 and #08-107 has changed. Orion-One says that ownership of #03-46 was transferred from FS-3D Support Solutions Pte Ltd to FS-3D Project Supplies Pte Ltd. As explained earlier, FS-3D Project Supplies Pte Ltd is merely the new name of FS-3D Support Solutions Pte Ltd (see [56] above). There has been no change in ownership.

64 Similarly, Orion-One is wrong to say that ownership of #08-107 has been transferred from Ng Eng Huat and Ng Hui Enn to Lim Lee Huat. As the MCST admits, the annex to the statement of claim erroneously set out Ng Eng Huat and Ng Hui Enn as the subsidiary proprietors of #08-107.⁷³ I have earlier corrected this mistake to reflect Lim Lee Huat as the subsidiary proprietor for #08-107 in the annex to the statement of claim (see [57] above). Lim Lee Huat has a SPA with Orion-One.⁷⁴

SPA for #07-27

65 Orion-One takes issue with the SPA for #07-27 as the MCST has disclosed only the first two pages of the SPA.⁷⁵ Orion-One argues that it is not possible to discern, from those two pages, whether the SPA was for #07-27.

66 I reject this argument. The footers of the two pages shows that the two pages are part of the SPA for #07-27.⁷⁶ This is consistent with the other SPAs, which also include the relevant unit numbers in their footers.⁷⁷

⁷² 1st Defendant's Closing Submissions dated 22 May 2017, Annex V, s/n 1–6 and 8–9.

⁷³ Plaintiff's Submissions at close of trial dated 23 May 2017 at paragraph 129.

⁷⁴ Agreed Bundle of Documents, vol 4, at 3696.

⁷⁵ 1st Defendant's Closing Submissions dated 22 May 2017 at paragraph 168.

⁷⁶ Agreed Bundle of Documents, vol 1, at 668–669.

⁷⁷ See for example, Agreed Bundle of Documents vol 1, at 783.

Conclusion on MCST's authority

67 After taking into account the objections raised by Orion-One which I accept, the MCST represents 186 subsidiary proprietors. The reasons for allowing or disallowing the MCST's claim to represent the individual subsidiary proprietors can be found at Annex A.

Locus standi to sue Sanchoon

68 Sanchoon argues that the MCST has no *locus standi* to sue Sanchoon because the subsidiary proprietors did not authorise the MCST to sue Sanchoon in their LOAs.⁷⁸

69 I do not accept this argument. The MCST does not require authorisation from the subsidiary proprietors in order to sue Sanchoon. The MCST is suing Sanchoon: (i) in tort; and (ii) for breach of the Warranties. The MCST brings these claims in its own right and not on behalf of the subsidiary proprietors. A management corporation may bring claims in tort in respect of defects in common property pursuant to s 24(2)(b) of the BMSMA: *RSP Architects Planners & Engineers v Ocean Front Pte Ltd and another appeal* [1995] 3 SLR(R) 653 ("*Ocean Front*") at [13]–[15].⁷⁹ Similarly, the Warranties were given to the MCST,⁸⁰ which thus brings the claim for breach of the Warranties in its own name. The MCST brings these claims against Sanchoon in its own right. No authorisation to do so from the subsidiary proprietors is required.

⁷⁸ 2nd Defendant's Closing Submissions dated 22 May 2017 at paragraphs 29–30.

⁷⁹ Statement of Claim (Amendment No 2) at paragraph 2.

⁸⁰ Statement of Claim (Amendment No 2) at paragraph 22, 1st Defendant's Closing Submissions dated 22 May 2017 at paragraph 63, 2nd Defendant's Closing Submissions dated 22 May 2017 at paragraph 8.

Scope of claim

70 The MCST’s capacity to sue Orion-One on behalf of the subsidiary proprietors and Sanchoon in tort is limited to proceedings in respect of common property: s 85(1) and s 24(2)(b) of the BMSMA.⁸¹ The parties disagree on whether the following six areas constitute common property:

- (a) balconies of the units;⁸²
- (b) railings mounted on the air-conditioning ledges of the units;⁸³
- (c) windows of the units;⁸⁴
- (d) pipes in the units;⁸⁵
- (e) walls dividing the units from the common corridors;⁸⁶ and
- (f) walkways between the balconies of the units.⁸⁷

I shall refer to these six areas as the “Disputed Areas”.

⁸¹ Statement of Claim (Amendment No 2) at paragraph 2.

⁸² Plaintiff’s Reply Submissions (1st Defendant) dated 27 June 2017 at paragraph 145, 1st Defendant’s Closing Submissions dated 22 May 2017 at para 308, 2nd Defendant’s Closing Submissions dated 22 May 2017 at paragraph 22b.

⁸³ Plaintiff’s Submissions at close of trial dated 23 May 2017 at paragraph 70, Plaintiff’s Reply Submissions (1st Defendant) dated 27 June 2017 at paragraph 142, 2nd Defendant’s Closing Submissions dated 22 May 2017 at paragraph 22a.

⁸⁴ Plaintiff’s Submissions at close of trial dated 23 May 2017 at paragraphs 68, 70 and 72, Plaintiff’s Reply Submissions (1st Defendant) dated 27 June 2017 at paragraphs 146–147,

⁸⁵ Plaintiff’s Reply Submissions (2nd Defendant) dated 23 May 2017 at paragraph 77, 2nd Defendant’s Closing Submissions dated 22 May 2017 at paragraph 22d.

⁸⁶ Plaintiff’s Skeletal Reply to 1st Defendant’s Reply dated 31 July 2017 at p 29, paragraph x, 1st Defendant’s Reply Closing Submissions dated 23 June 2017 at paragraph 392.

⁸⁷ 2nd Defendant’s Closing Submissions dated 22 May 2017 at paragraph 233.

71 An area that is demarcated as common property on a strata title plan is presumed to be part of the common property. It is for the party contending otherwise to prove that the strata title plan is erroneous, and that the area is not part of the common property as it does not fall within the definition of common property under s 2(1) of the BMSMA. Section 2(1) of the BMSMA defines common property as any area: (i) not comprised in any lot or proposed lot in that strata title plan; and (ii) which is used or is capable of being used or enjoyed by occupiers of two or more lots or proposed lots. These two requirements are to be read conjunctively: *Sit Kwong Lam v Management Corporation Strata Title Plan No 2645* [2018] 1 SLR 790 (“*Sit Kwong Lam*”) at [37] and [42].

72 I find that the Disputed Areas are not part of the Building’s common property, save for any window in a unit: (i) which is located on one of the exterior walls of the Building; and (ii) which cannot be opened. The MCST has failed to prove that the other Disputed Areas are common property because it has failed to adduce the strata title plans in evidence.⁸⁸ The effect of the MCST’s failure is twofold. First, the MCST cannot rely on the presumption that areas demarcated as common property in the strata title plans are common property. Second, whether the Disputed Areas satisfy the first limb of the definition in s 2(1) of the BMSMA – that the area is not comprised in any lot in the strata title plan – cannot be ascertained. As a result, the MCST has failed to prove that the Disputed Areas are common property.

73 The MCST argues that it is not required to adduce the strata title plans. It argues that it has discharged its burden by adducing registered surveyor’s certificates on strata area,⁸⁹ found in the SPAs.⁹⁰ I do not accept this argument for three reasons.

⁸⁸ Plaintiff’s Reply Submissions (1st Defendant) dated 27 June 2017 at paragraph 198, 1st Defendant’s Closing Submissions dated 22 May 2017 at paragraph 303.

74 First, s 2(1) of the BMSMA stipulates that “strata title plan” in the BMSMA has the same meaning as in the LTSA. Section 3(1) of the LTSA defines a strata title plan as a plan of registered land which:

(a) is described in the title or heading thereto as a strata title plan;

(b) shows the whole or any part of the land comprised therein as being divided into 2 or more strata, whether or not any stratum is divided into 2 or more lots; and

(c) contains the particulars prescribed under the Boundaries and Survey Maps Act (Cap. 25) ...

...

The certificates adduced by the MCST do not even satisfy the first statutory requirement: that the plan is described in its title or heading as a strata title plan. They therefore cannot assist the MCST in establishing that the Disputed Areas are part of the common property. The first limb of s 2(1) of the BMSMA requires that the area not be comprised in any lot or proposed lot in the relevant *strata title plan*.

75 Second, as highlighted in *Sit Kwong Lam* at [35], strata title plans are official documents which statutory significance, approved by the Chief Surveyor. Strata title plans are thus reliable, as they must be in order to create rights of property which bind the world. The same cannot be said for the certificates, which contain warnings that they are “for agreement only”, *ie* that they are only of contractual effect and even then only for the purposes of the SPAs. Further, cl 19 of the SPAs indicate that the certificates are not conclusive but are expressly subject to the strata title plans:⁹¹

⁸⁹ Plaintiff’s Reply Submissions (1st Defendant) dated 27 June 2017 at paragraph 198.

⁹⁰ See, for example, Agreed Bundle of Documents, vol 1, at p 500.

⁹¹ See, for example, Agreed Bundle of Documents, vol 1, at p 515.

19. **Errors, omissions and misdescription**

19.1 On the execution of this Agreement, the Vendor shall furnish to the Purchaser a certificate issued by a registered land surveyor certifying that the area of the Unit is the area derived from the dimensions shown in the plans approved by the Commissioner of Building Control and other relevant authorities.

19.2 Any error, omission or misdescription of the area of the Unit does not invalidate this Agreement nor does it give the Purchaser the right to be discharged from the purchase, but *should any such error, omission or misdescription of the area be discovered on completion of the title survey as approved by the Chief Surveyor*, the Purchaser has the right to an adjustment of the Purchase Price ...

...

[emphasis added]

76 In any event, the certificates do not indicate that the Disputed Areas are common property. The certificates indicate only that the areas other than the units are common property, as can be seen from an example of the certificates set out at Annex B.

77 The MCST further relies on the definition of the units in the SPAs to argue that the railings mounted on the air-conditioning ledges of the units are common property.⁹² I reproduce an example of the definitions:⁹³

The Unit: the factory on the 6th storey of the Building, comprising an estimated floor area of 181 square metres (including [Air-conditioning] Ledge and/or carpark and/or terrace (where applicable) as shown in the registered surveyor's certificate on strata area) ...

⁹² Plaintiff's Reply Submissions (1st Defendant) dated 27 June 2017 at paragraphs 140–141.

⁹³ Agreed Bundle of Documents, vol 1, at p 501.

According to the MCST's interpretation of this definition, because the registered surveyor's certificates do not indicate that the air-conditioning ledges are part of the unit, they must therefore be part of the common property, as are the railings mounted on the air-conditioning ledges.

78 I reject this interpretation. The registered surveyor's certificates are meant to indicate only the *estimated floor area* of the units, not *whether the unit includes an air-conditioning ledge, carpark or terrace*. This is obvious from the fact that the registered surveyor's certificates do not even depict the different parts of the units such as their doors, windows, air-conditioning ledges, carparks or terraces. As can be seen from an example of the certificates set out at Annex B, the certificates are merely simple, rough sketches of the layout of the Building. The main purpose of the certificates is to indicate the floor area of the unit being sold and purchased, as is evident from cl 19.1 of the SPAs, reproduced at [75] above. In the example reproduced at [77] above, the SPA should thus be read as defining the unit to be the factory on the 6th floor comprising an estimated floor area of 181 square meters (as shown in the registered surveyor's certificate on strata area, including air-conditioning ledge, carpark and terrace, where applicable).

79 Although the MCST has failed to adduce the strata title plans, I note that s 2(9) of the BMSMA creates a presumption that windows of a unit which are located on the exterior walls of the Building and which cannot be opened are common property, unless otherwise described in the strata title plans. The burden of proof of rebutting this presumption lies on the defendants. The strata title plans are lodged with the Registrar of Titles (see *Sit Kwong Lam* at [35]) and are publicly accessible upon payment of the prescribed fee. By omitting to adduce the strata title plans, the defendants have failed to discharge their burden on this particular subset of the Disputed Areas. I therefore find that windows of

units which are located on the exterior walls of the Building and which cannot be opened are thus common property.

80 Finally, the MCST argues that it is entitled to recover compensation for damage to common property which is caused by defects within a strata title lot.⁹⁴ I agree that s 85(1) and 24(2)(b) of the BMSMA are phrased broadly enough to allow the MCST to do so. Sections 85(1) and 24(2)(b) provide that the MCST may bring claims “with respect to the common property” and “in respect of any matter affecting common property”, respectively. They do not require that the defect be in the common property. There would also be no sense in requiring the defects to be in the common property before the MCST may pursue a claim. As the Court of Appeal noted in *Ocean Front* at [13]–[15], a management corporation has certain statutory obligations in respect of common property, such as the obligation properly to maintain the common property and to keep it in a state of good and serviceable repair (see s 29(1)(b) of the BMSMA). A management corporation should therefore be able to recover compensation for the cost and expense incurred in rectifying damage to common property, whether that damage is caused by a defect in the common property or a defect in a strata title lot.

81 What the MCST is most emphatically not permitted to do is to recover compensation from the defendants either for the cost of rectifying a defect in a strata title lot or of rectifying damage caused within the strata title lot by that defect. The MCST has attempted to invoke the inherent jurisdiction of the court to allow it to make such claims. It argues that the MCST must be allowed to recover compensation for this loss because the subsidiary proprietors “do not have any legal recourse against [Orion-One] and/or [Sanchoon] any more

⁹⁴ Plaintiff’s Reply Submissions (1st Defendant) dated 27 June 2017 at paragraphs 3e and 200.

[sic]”.⁹⁵ The first point I make is that the court has no inherent jurisdiction to disapply doctrines of the substantive common law, such as the doctrine of privity of contract, simply because of hardship in particular case. To suggest that it does is to subvert the whole framework of the common law and the doctrine of *stare decisis*. The further point I make is that that position must be *a fortiori* when the doctrine sought to be disappplied by an appeal to the court’s inherent jurisdiction is a statutory creation. The mere fact that a limitation period has expired cannot, obviously, be a sufficient justification to invoke the court’s inherent jurisdiction to circumvent it. If it were, the entire statutory body of law on limitation periods would be rendered otiose at a stroke. Finally, it is not at all clear why the MCST considers the subsidiary proprietors’ hardship in finding their claims time-barred outweighs the defendants’ hardship in being confronted by a stale claim by the back door. As the Court of Appeal noted in *Lian Kok Hong v Ow Wah Foong and another* [2008] 4 SLR(R) 165 at [2], citing Lord Scott of Foscote in *Haward v Fawcetts* [2006] 1 WLR 682 at [32]:

... It is a hardship, and in a sense an injustice, to a claimant with a good cause of action ... to be barred from prosecuting the cause of action on account simply of the lapse of time ... But it is also a hardship to a defendant to have a cause of action hanging over him, like the sword of Damocles, for an indefinite period ...

The MCST’s attempt to invoke the court’s inherent jurisdiction is misconceived fundamentally and on multiple levels.

Claim against Orion-One

Orion-One’s obligation

82 The MCST argues that Orion-One has breached cl 10.1 of the SPAs:⁹⁶

⁹⁵ Plaintiff’s Submissions at close of trial dated 23 May 2017 at paragraph 355.

⁹⁶ Agreed Bundle of Documents, vol 1, at p 479.

The Vendor must as soon as possible build the Unit, together with all common property of the Building, in a good and workmanlike manner according to the Specifications and the plans approved by the Commissioner of Building Control and other relevant authorities.

83 The parties disagree on what the standard of “good and workmanlike manner” requires. The MCST argues that it requires that: (i) the Building be safe for its occupants and visitors;⁹⁷ (ii) the workmanship and materials used be reasonably fit for purpose;⁹⁸ and (iii) the Building be free from defects or any defects be rectified to the satisfaction of the MCST.⁹⁹ Orion-One argues that in respect of the common property, the standard of good and workmanlike manner requires merely that the common property be constructed according to the Specifications.¹⁰⁰ It argues that there is no requirement that the common property be fit for purpose.¹⁰¹ In the alternative, Orion-One argues that the standard of good and workmanlike manner requires that the works be carried out with care and skill.¹⁰²

84 I find that the standard of good and workmanlike manner requires that the Building be constructed with proper care and skill: Stephen Furst and Vivian Ramsey, *Keating on Construction Contracts* (Sweet & Maxwell, 10th Ed, 2016) (“*Keating*”) at para 3-071. Where the Building is unsafe, is not reasonably fit for purpose, or is defective, it cannot be said to have been constructed with proper care and skill.

⁹⁷ Plaintiff’s Submissions at close of trial dated 23 May 2017 at paragraphs 19–20.

⁹⁸ Plaintiff’s Submissions at close of trial dated 23 May 2017 at paragraph 39.

⁹⁹ Plaintiff’s Submissions at close of trial dated 23 May 2017 at paragraphs 37–39.

¹⁰⁰ 1st Defendant’s Closing Submissions dated 22 May 2017 at paragraph 13.

¹⁰¹ 1st Defendant’s Closing Submissions dated 22 May 2017 at paragraph 191.

¹⁰² 1st Defendant’s Closing Submissions dated 22 May 2017 at paragraphs 233 and 235.

85 I reject Orion-One’s argument that its duty in respect of common property was merely to construct it according to the Specifications. According to Orion-One, the standard of good and workmanlike manner requires only that the common property be constructed in accordance with the Specifications because cl 1.1.1 of the SPAs, which are statutorily prescribed pursuant to s 7(1) of the Sale of Commercial Properties Rules 1999 (GN No S 4/1085) (the “SCP Rules”), defines a defect as “any fault in the Unit which is due to defective workmanship or materials or to the Unit, the Building or the *common property*, as the case may be, *not having been constructed according to the Specifications*”.¹⁰³ Orion-One contrasts this definition with the definition found in the statutory contract for sale and purchase of residential properties (cl 1.1.1 of Form 4 of the First Schedule to the Housing Developers Rules 2008 (GN No S 2/1985) (the “HD Rules”)):

“defect” means any fault in the Building which is either due to

—
(a) defective workmanship or materials; or

(b) the Building not having been constructed according to the Specifications.

Orion-One thus argues that by providing different definitions of “defect” in the SCP Rules and the HD Rules, parliament intended to create a distinction between the obligations of developers of commercial property and residential property.¹⁰⁴

86 I do not agree. The two definitions of “defect” provided in the SCP Rules and HD Rules respectively are included for the purposes of the provisions on the defect liability period. Throughout the SCP Rules and HD Rules, the word

¹⁰³ Agreed Bundle of Documents, vol 1, at p 473. 1st Defendant’s Closing Submissions dated 22 May 2017 at paragraph 13.

¹⁰⁴ 1st Defendant’s Closing Submissions dated 22 May 2017 at paragraph 215.

“defect” is only used in relation to provisions on defect liability periods. The definition of “defect” is not meant to define the scope of a developer’s duty under cl 10.1 of the statutorily prescribed SPAs. In other words, the fact that something does not fall within the definition of a “defect” under the SCP Rules means only that it does not engage the developer’s obligations within the defect liability period. It does not mean that it does not constitute a breach of the developer’s duty to build the property in a good and workmanlike manner. As stated in *Halsbury’s Laws of Singapore* vol 2 (LexisNexis, 2010 Reissue) at para 30.163, unless stated otherwise, a defect liability clause confers an *additional right*; it does not operate to remove liability for breach of contract at general law.

Discharge of Orion-One’s obligation

87 Orion-One argues that its obligation under the SPAs was discharged pursuant to cl 7 of the Deed.¹⁰⁵ Clause 7 of the Deed states that the assignor, defined as the MCST, “releases and discharges [Orion-One] from any and all obligations relating to all matters arising out of or in connection with matters covered by the Warranties”.

88 The MCST argues that cl 7 does not apply because: (i) the purpose of a deed is to confer benefits, not obligations;¹⁰⁶ and (ii) the MCST did not sign and deliver the Deed to Orion-One.¹⁰⁷

89 It is unnecessary for me to decide whether cl 7 has any effect. This is because even if cl 7 applies, it applies as between Orion-One and the alleged

¹⁰⁵ 1st Defendant’s Closing Submissions dated 22 May 2017 at paragraph 253.

¹⁰⁶ Plaintiff’s Submissions at close of trial dated 23 May 2017 at paragraph 135.

¹⁰⁷ Plaintiff’s Submissions at close of trial dated 23 May 2017 at paragraph 140.

assignor, *the MCST*. It cannot apply to discharge Orion-One of its obligations under the SPAs to the *subsidiary proprietors*, who are not even parties to the Deed. As noted earlier, in its contractual claim against Orion-One, the MCST merely represents the subsidiary proprietors in this action; the substantive parties to the contractual claim against Orion-One remain the subsidiary proprietors.

Breach of Orion-One's obligation

90 The defects alleged by the MCST fall into 13 broad areas:

- (a) Plasterwork;
- (b) Metal items;
- (c) Doors;
- (d) Vent pipes;
- (e) Lightning conductor strips;
- (f) Fire escape staircases;
- (g) Tiles;
- (h) The driveway;
- (i) Carpark ramps;
- (j) Fire hose reel casings;
- (k) Floor slabs;
- (l) Road markings; and
- (m) Signage.

I now consider whether the alleged defects in the above 13 areas constitute breaches of Orion-One's obligation under the SPAs.

Plasterwork

91 The MCST argues that the plasterwork at various areas in the Building is defective because there is:

- (a) Shrinkage cracking;
- (b) Dissimilar movement cracking;
- (c) Diagonal cracking;
- (d) Debonding;
- (e) Poor painting;
- (f) Moisture staining;
- (g) Dirt staining; and
- (h) Poor patching.

(1) Shrinkage cracking

92 The MCST argues that the shrinkage cracking is caused by incorrect plaster mix.¹⁰⁸ Orion-One contends that the shrinkage cracking is common and can be painted over;¹⁰⁹ and in any event, no tests were conducted to prove that the shrinkage occurred at the time of construction.¹¹⁰ Sanchoon argues that no tests were conducted to prove that incorrect plaster mix was used.¹¹¹

¹⁰⁸ Plaintiff's Submissions at close of trial dated 23 May 2017 at paragraph 198.

¹⁰⁹ 1st Defendant's Closing Submissions dated 22 May 2017 at paragraph 465.

¹¹⁰ 1st Defendant's Closing Submissions dated 22 May 2017 at paragraph 464.

¹¹¹ 2nd Defendant's Reply Closing Submissions dated 27 June 2017 at paragraph 121.

93 I accept that the shrinkage cracking is caused by lack of proper care and skill in the construction of the Building. First, Sanchoon's own expert opines that the shrinkage cracking is a form of long-term drying shrinkage.¹¹² The reference material relied upon by Sanchoon's expert states that:¹¹³

... long-term drying shrinkage alone [cannot] initiate cracks. If adequate reinforcement and sufficient joints are provided against other forms of movement in accordance with the recommendations of the latest Codes of Practice, the contribution of drying shrinkage to the incidence of cracking will often be too small to be of consequence. When unacceptable long-term drying shrinkage do occur, they can usually be attributed to fundamental design or construction errors.

...

Whether or not the drying shrinkage is sufficient to cause cracks depends on the [mixture] of the concrete, the degree of restraint and the detailing of any reinforcement ...

[emphasis added]

Errors in the "fundamental design or construction" of the Building constitute lack of proper care and skill at the time of construction. Second, even if shrinkage cracking is common and can be rectified by painting, shrinkage cracks are still defects, as is evident from the extracts from the reference material reproduced above.

(2) Dissimilar movement cracking

94 The MCST argues that the dissimilar movement cracking in the Building is caused by the failure to follow the Specifications during construction. The Specifications require surfaces of dissimilar backgrounds which abut each other to be reinforced with galvanised steel strip mesh.¹¹⁴ Orion argues that the

¹¹² Affidavit of Evidence in Chief of Wong Chung Wan at p 39, paragraph 5.2.4.1.

¹¹³ Exhibit P6 at p 28, paragraph 7.

¹¹⁴ Plaintiff's Submissions at close of trial dated 23 May 2017 at paragraph 211.

Specifications require mesh only for surfaces of dissimilar backgrounds, and thus does not apply to parapet walls.¹¹⁵ In any event, Orion contends that there is no evidence that no mesh was included.¹¹⁶ Sanchoon argues that the use of metal mesh would only reduce but not eradicate dissimilar movement cracks.¹¹⁷ Sanchoon further argues that no tests were carried out to prove that the cracks were caused by the lack of metal mesh.¹¹⁸

95 I accept that the dissimilar movement cracks at surfaces *with* dissimilar backgrounds are caused by lack of proper care and skill in the construction of the Building. The Specifications expressly provide for these surfaces to be reinforced with metal mesh.¹¹⁹ I do not consider it necessary for the MCST to remove the Building's plasterwork to prove that metal mesh was not used. It is apparent from the photographs of the areas where the plaster has debonded that metal mesh was not used.¹²⁰

96 The MCST has not, however, discharged its burden of proving that the dissimilar movement cracks at surfaces *without* dissimilar backgrounds are caused by a lack of proper care and skill. The MCST relies only on the Specifications to argue that metal mesh should have been inserted. But the Specifications require metal mesh to be inserted only for areas *with* dissimilar backgrounds. The MCST's claim for the dissimilar movement cracks at the parapet walls (which are not dissimilar backgrounds) thus fails.¹²¹

¹¹⁵ 1st Defendant's Closing Submissions dated 22 May 2017 at paragraphs 469–471.

¹¹⁶ 1st Defendant's Closing Submissions dated 22 May 2017 at paragraphs 471–472.

¹¹⁷ 2nd Defendant's Closing Submissions dated 22 May 2017 at paragraph 214.

¹¹⁸ 2nd Defendant's Closing Submissions dated 22 May 2017 at paragraph 215.

¹¹⁹ Affidavit of Evidence in Chief of Wong Chun Wan at p 172, cll 23 and 24.

¹²⁰ Affidavit of Evidence in Chief of Paul Crispin Casimir-Mrowczynski at p 108, photo no 1851/112 and p 112, photo no 1851/119. See Certified Transcript dated 24 October 2016, at p 20, lines 10–15.

(3) Diagonal cracking

97 The MCST argues that the diagonal panel cracking at the roof area of the Building is caused by the use of aerated light concrete non-reinforced blocks instead of precast concrete blocks, as stipulated in the Specifications.¹²² Orion argues that there was no such change of material and in any event, there is no difference between the two materials.¹²³

98 I agree that there was no departure from the Specifications here. The change in material referred to by the MCST was in respect of the internal walls of the Building's eighth and ninth storeys, and not the external walls at the roof. This is evident from Architect's Instruction No 042.¹²⁴ The MCST has thus failed to prove that the diagonal panel cracking was caused by a lack of proper care and skill.

(4) Debonding

99 The MCST argues that the debonded and debonding plaster is caused by: (i) poor workmanship; (ii) insufficient bonding between the plaster and the surface of the substrate material; and (iii) insufficient thickness of the plaster.¹²⁵ Orion argues that no tests have been carried out to prove that the plaster was insufficiently bonded or was of insufficient thickness.¹²⁶

¹²¹ 1st Defendant's Closing Submissions dated 22 May 2017 at paragraph 470.

¹²² Plaintiff's Submissions at close of trial dated 23 May 2017 at paragraph 215.

¹²³ 1st Defendant's Reply Closing Submissions dated 23 June 2017 at paragraphs 240–241.

¹²⁴ Affidavit of Evidence in Chief of Ting Chin Seng at p 99.

¹²⁵ Plaintiff's Submissions at close of trial dated 23 May 2017 at paragraphs 216–219.

¹²⁶ 1st Defendant's Closing Submissions dated 22 May 2017, annex IX, at p 408.

100 I agree that the MCST has not proven that the plaster was insufficiently bonded or of insufficient thickness. The MCST does not even have an exact measurement of the thickness of the debonded plaster. It instead relies on a crude estimate, derived by reference to a person's fingers in a photograph.¹²⁷ As the reference material adduced by the MCST shows, there are multiple possible causes of debonded plaster, not all of which are related to lack of proper care and skill in construction.¹²⁸ The MCST must therefore prove that the debonding was caused by a lack of proper care and skill in construction in order to succeed on this part of its claim. It has failed to do so.

(5) Poor painting

101 The MCST argues that the cracks in the plasterwork have led to water ingress beneath the paint and plaster, resulting in flaking paint and discolouration.¹²⁹ Orion argues that the paint finishes are satisfactory and in any event it is the duty of the MCST to carry out repainting of the Building at intervals of not more than 5 years.¹³⁰ Sanchoon similarly argues that the paint finishes are satisfactory and in any event the current state of the paintwork is caused by wear and tear.¹³¹

102 I agree that the MCST has not proven that the state of the paintwork is attributable to lack of proper care and skill in the construction of the Building. As the reference material adduced by the MCST shows, the primary cause of staining and discolouration of building façades is water. Water may originate

¹²⁷ Plaintiff's Submissions at close of trial dated 23 May 2017 at paragraph 219.

¹²⁸ Exhibit P3 at pp 63–67.

¹²⁹ Plaintiff's Submissions at close of trial dated 23 May 2017 at paragraph 223.

¹³⁰ 1st Defendant's Closing Submissions dated 22 May 2017 at paragraphs 476 and 479.

¹³¹ 2nd Defendant's Closing Submissions dated 22 May 2017 at paragraphs 214 and 218.

from many sources: rain, ground water, embedded services and water introduced during the construction process.¹³² For the MCST to succeed on this part of its claim it must therefore prove that the current state of the Building's paintwork was caused by water introduced due to a lack of proper care and skill in construction. It has not done so.

(6) Moisture staining

103 The MCST argues that the various cracks in the plasterwork have caused water ingress and egress, resulting in moisture staining.¹³³

104 The defendants are liable for the moisture staining caused by cracks which I have found to have been the result of a lack of proper care and skill (see [92]–[98] above).

(7) Dirt staining

105 The MCST argues that the dirt staining on the plasterwork is caused by poor detailing.¹³⁴ Specifically, the MCST contends that a reasonably competent contractor would not construct horizontal ledges as they are more prone to dirt accumulation.

106 I reject the MCST's argument. The construction of horizontal ledges, although less ideal than inclined ledges,¹³⁵ cannot be said to be the result of lack of proper care and skill. As the reference material adduced by the MCST indicates, even inclined ledges are prone to dirt accumulation.¹³⁶ It is the

¹³² Exhibit P3 at p 17.

¹³³ Plaintiff's Submissions at close of trial dated 23 May 2017 at paragraph 231.

¹³⁴ Plaintiff's Submissions at close of trial dated 23 May 2017 at paragraph 235.

¹³⁵ Exhibit P5 at p 83.

responsibility of the MCST to ensure that the ledges are routinely maintained to prevent dirt staining: s 29(1)(b) of the BMSMA.

(8) Poor patching

107 The MCST has identified certain areas of the Building where the plasterwork and paintwork is patchy.¹³⁷

108 The patching is the result of debonded plaster and paint, which I have dealt with above (see [99]–[100] above).

(9) Vulnerable plaster grooves

109 The MCST argues that the creation of grooves in the plaster of the Building’s walls has created points of weakness as the plaster is thinner there.¹³⁸ According to the MCST, because the plaster is thinner in the grooves, it is more likely to crack and absorb rainwater there.

110 I reject the MCST’s argument. I accept Orion-One’s expert’s opinion that the grooves were included to control the cracking of the plasterwork.¹³⁹ This function of the grooves is also supported by the reference material adduced by the MCST.¹⁴⁰ The grooves are not the result of a lack of proper care and skill in construction.

¹³⁶ Exhibit P5 at p 79.

¹³⁷ Plaintiff’s Submissions at close of trial dated 23 May 2017 at paragraph 239, 306.

¹³⁸ Plaintiff’s Submissions at close of trial dated 23 May 2017 at paragraph 313.

¹³⁹ Certified Transcript dated 28 March 2017, at p 144, lines 8–16.

¹⁴⁰ Exhibit P6 at p 30, paragraph 7.2.1.

Metal items

111 The MCST argues that the paintwork on metal items (such as ductwork and pipework) at various areas in the Building is defective because the paintwork is flaking off. That, the MCST says, indicates either that no or incorrect primer was used.¹⁴¹ Orion-One argues that the MCST should have carried out repainting works pursuant to reg 4 of the Building Maintenance and Strata Management (Lift and Building Maintenance) Regulations 2005.¹⁴²

112 I accept the MCST and Orion-One's experts' evidence that the flaking paintwork on the metal items is a result of lack of proper care and skill.¹⁴³ Although the MCST was obliged to carry out repainting works, the MCST's obligation to do so does not negate the lack of proper care and skill in the painting of the metal items.

Openings

113 The MCST argues that the openings at various areas in the Building are defective because:

- (a) they lack flashings, projections, drainage tracks and canopies;
and
- (b) kerbs were constructed outside doors.

¹⁴¹ Plaintiff's Submissions at close of trial dated 23 May 2017 at paragraph 240.

¹⁴² 1st Defendant's Closing Submissions dated 22 May 2017, annex IX, at p 410, s/n 3.

¹⁴³ Plaintiff's Submissions at close of trial dated 23 May 2017 at paragraph 240 and Affidavit of Evidence in Chief of Loggie Bruce Jamieson at p 21.

(1) Flashings, projections, drainage tracks and canopies

114 The MCST argues that flashings, projections, drainage tracks or canopies should have been installed at the Building's openings. According to the MCST, the lack of such flashings, projections, drainage tracks or canopies has caused rainwater ingress, leading to corrosion and staining.¹⁴⁴ The defendants argue that the lack of flashings, projections, drainage tracks or canopies is a design issue and the fault thus lies with the architects of the Building.¹⁴⁵

115 It is common ground that the lack of flashings or projections requires rectification.¹⁴⁶ I thus accept that the lack of flashings, projections, drainage tracks or canopies is the result of lack of proper care and skill, bearing in mind that drainage tracks and canopies perform similar functions to flashings and projections.¹⁴⁷ It is irrelevant whether the lack of flashings, projections, drainage tracks or canopies is a design issue. Orion-One is liable under the SPAs for defects caused by lack of proper care and skill in the construction of the Building. This includes lack of proper care and skill on the part of the architects in designing the Building, as noted by the Court of Appeal in *Seasons Park* at [42]:

However, it does not thereby follow that a purchaser of a unit has no remedy against the developer for faulty design ... by the architect or engineer whom the developer has appointed. The claim will be in contract and in respect of such a claim, the developer cannot plead in defence that he has engaged competent professionals to design the project ... This is because

¹⁴⁴ Plaintiff's Submissions at close of trial dated 23 May 2017 at paragraphs 251, 387 and 397.

¹⁴⁵ 1st Defendant's Closing submissions dated 22 May 2017 at paragraph 481, 2nd Defendant's Closing Submissions dated 22 May 2017 at paragraph 218.

¹⁴⁶ 1st Defendant's Closing Submissions dated 22 May 2017, annex IX, at p 413, s/n 7.

¹⁴⁷ Exhibit P5 at p 89.

the developer has, by contract, agreed to deliver a unit, or building, in accordance with the Specifications, and if he should fail to do so, he is liable for breach of contract ...

(2) Kerbs

116 The MCST argues that the kerbs for the doors are poorly constructed as they are built *outside* the doors, encouraging rainwater ingress.¹⁴⁸ According to the MCST, the kerbs should have been built *inside* the doors, as demonstrated by the architect's design.¹⁴⁹ The defendants again argue that the position of the kerbs is a design issue, within the purview of the architects of the Building.¹⁵⁰

117 It is common ground that the position of the kerbs requires rectification.¹⁵¹ I thus accept that the position of the kerbs is the result of lack of proper care and skill. As explained earlier (see [115] above), it is irrelevant whether the position of the kerbs is a design issue.

Vent pipes

118 The MCST argues that the waterproofing of the vent pipes was not constructed in accordance with the architect's design.¹⁵² According to the MCST, if the architect's design was complied with, the waterproofing upstand would be visible. Because the waterproofing upstand is not visible, the MCST deduces that the architect's design was not complied with.

¹⁴⁸ Plaintiff's Submissions at close of trial dated 23 May 2017 at paragraph 257.

¹⁴⁹ Plaintiff's Submissions at close of trial dated 23 May 2017 at paragraph 258.

¹⁵⁰ 1st Defendant's Closing Submissions dated 22 May 2017 at paragraphs 480–481, 2nd Defendant's Closing Submissions dated 22 May 2017 at paragraph 218.

¹⁵¹ 1st Defendant's Closing Submissions dated 22 May 2017, annex IX, at p 413, s/n 8.

¹⁵² Plaintiff's Submissions at close of trial dated 23 May 2017 at paragraph 267.

119 I reject the MCST’s argument. It is not true that the architect’s design would result in the waterproofing upstand being visible. As Sanchoon’s witness explained, the waterproofing upstand was to be 300mm.¹⁵³ More than 300mm of other layers of material was to be placed on top of the waterproofing upstand, resulting in the waterproofing upstand being obscured.¹⁵⁴ As a result, the mere fact that the waterproofing upstand is not visible does not mean that the waterproofing upstand was not constructed in accordance with the architect’s design. In fact, the lack of evidence of any breach of the waterproofing¹⁵⁵ suggests that the waterproofing upstand of 300mm was installed.

Lightning conductor strips

120 The MCST argues that the lightning conductor strips were wrongly installed at the centre of the parapet wall, instead of at the outer edge of the wall.¹⁵⁶ The defendants contend that the lightning conductor strips were installed in accordance with the relevant codes and were approved by the relevant qualified persons for mechanical and electrical works.¹⁵⁷

121 I agree that the lightning conductor strips were not installed with proper care and skill. The relevant code of practice for lightning protection at the time the Building was constructed is known as CP 33.¹⁵⁸ CP 33 requires lightning conductors to “be installed on parts of the structure most likely to be struck such

¹⁵³ Affidavit of Evidence in Chief of Ting Chin Seng at paragraph 94.

¹⁵⁴ Affidavit of Evidence in Chief of Ting Chin Seng at paragraph 95 and p 380. See also Certified Transcript dated 21 October 2016, at p 155, lines 10–15.

¹⁵⁵ Certified Transcript dated 24 October 2016, at p 30, lines 10–20, Affidavit of Evidence in Chief of Ting Chin Seng at paragraph 96.

¹⁵⁶ Plaintiff’s Submissions at close of trial dated 23 May 2017 at paragraph 278.

¹⁵⁷ 1st Defendant’s Closing Submissions dated 22 May 2017, annex IX, at pp 416–418, s/n 13, 2nd Defendant’s Closing Submissions dated 22 May 2017 at paragraph 221.

¹⁵⁸ Certified Transcript dated 21 October 2016, at p 164, lines 3–6.

as the *outermost edges* of the roof” [emphasis added].¹⁵⁹ Sanchoon argues that this requirement needs to be read with consideration of the rolling sphere technique of lightning protection, which forms the basis of CP 33.¹⁶⁰ But the roof of the building, where the lightning conductor strips in question are found, is exposed to the “rolling sphere” and is thus not protected under the rolling sphere technique.¹⁶¹ CP 33 thus requires that the roof be protected by lightning conductor strips, to be installed at the outermost edges of the roof.

Fire escape staircases

122 The MCST argues that the fire escape staircases are defective as there is:

- (a) rainwater seepage;
- (b) damage to the galvanised layers; and
- (c) corrosion and detaching of plaster on staircase fixings.

(1) Rainwater seepage

123 The MCST argues that rainwater is seeping into the wall at Staircase No 6 because of a lack of waterproofing on the Building’s roof.¹⁶² The defendants take issue with the fact that no tests were carried out to prove that the seepage is caused by lack of waterproofing at the roof.¹⁶³

¹⁵⁹ 1st Defendant’s Core Bundle of Documents (expert conferencing) dated 21 October 2016, at tab 4, p 78, paragraph 3.2.2.

¹⁶⁰ 2nd Defendant’s Closing Submissions dated 22 May 2017 at paragraph 221 and Certified Transcript dated 24 October 2016, at p 35, lines 6–8.

¹⁶¹ 1st Defendant’s Core Bundle of Documents (expert conferencing) dated 21 October 2016, at tab 4, pp 78–79, paragraphs 3.2.1–3.2.2.

¹⁶² Plaintiff’s Submissions at close of trial dated 23 May 2017 at paragraph 287.

¹⁶³ 1st Defendant’s Closing Submissions dated 22 May 2017, annex IX, at pp 421–422,

124 All three of the parties' experts agree that seepage of rainwater is a defect.¹⁶⁴ Based on the photographs adduced by the MCST,¹⁶⁵ I find that there is seepage of rainwater into the walls at Staircase No 6. I thus find that there was a lack of proper care and skill in the construction of the walls of Staircase No 6. But I also accept the defendants' argument that the MCST has not proven that the seepage is caused by lack of waterproofing at the roof.

(2) Galvanised layers

125 The MCST argues that there was lack of proper care and skill in the handling of the metal staircases, causing the galvanised layers to be damaged.¹⁶⁶ The MCST also takes issue with the rectification works carried out in respect of the galvanised layers. It argues that the rectification works are haphazard and incomplete.¹⁶⁷ Orion-One argues that there is no proof that the damage to the galvanised layers was caused by lack of proper care and skill, and that it could have instead been caused by human traffic.¹⁶⁸

126 I agree with Orion-One's submission that the MCST has not proven that the damage to the galvanised layers was caused by lack of proper care and skill at the time of construction.

s/n 18, 2nd Defendant's Closing Submissions dated 22 May 2017 at paragraph 224.

¹⁶⁴ 1st Defendant's Closing Submissions dated 22 May 2017, annex IX, at pp 421, s/n 18.

¹⁶⁵ Affidavit of Evidence in Chief of Paul Crispin Casimir-Mrowczynski at p 70, photo no 1851/35 and 1851/36.

¹⁶⁶ Plaintiff's Submissions at close of trial dated 23 May 2017 at paragraph 293.

¹⁶⁷ Plaintiff's Submissions at close of trial dated 23 May 2017 at paragraph 294.

¹⁶⁸ 1st Defendant's Closing Submissions dated 22 May 2017, annex IX, at pp 424, s/n 21.

(3) Staircase fixings

127 The MCST argues that the thinness of the plaster over the staircase fixings has led to corrosion.¹⁶⁹ According to the MCST, the fixings should not have been plastered over because the plaster traps moisture, causing corrosion.

128 It is common ground between the experts that the fixings should be repaired by removing the corrosion and not by replacing the plaster.¹⁷⁰ I thus accept that the staircase fixings were not constructed with proper care and skill.

Tiles

129 The MCST argues that there is inadequate adhesion of tiles and lack of proper movement joints, causing tiles to debond.¹⁷¹

130 It is again common ground between the experts that the tiles should be repaired and that movement joints were not properly installed.¹⁷² There was thus a lack of proper care and skill in construction in this respect.

131 I note that some of the debonded tiles are found at the walkways between the balconies of the units.¹⁷³ Although the MCST has failed to prove that these walkways are common property (see [70]–[78] above), I accept that these defective tiles have caused damage to common property such as the façade of the building, because rainwater ingress under the defective tiles has seeped into

¹⁶⁹ Plaintiff's Submissions at close of trial dated 23 May 2017 at paragraph 299.

¹⁷⁰ 1st Defendant's Closing Submissions dated 22 May 2017, annex IX, at pp 425, s/n 23.

¹⁷¹ Plaintiff's Submissions at close of trial dated 23 May 2017 at paragraphs 340–341.

¹⁷² Plaintiff's Submissions at close of trial dated 23 May 2017 at paragraph 341, 1st Defendant's Closing Submissions dated 22 May 2017, annex IX, at p 440, s/n 41, Affidavit of Evidence in Chief of Wong Chung Wan at pp 69–70. See also Certified Transcript dated 29 March 2017, at p 62, lines 5–9.

¹⁷³ Plaintiff's Submissions at close of trial dated 23 May 2017 at p 134.

the façade of the building, causing it to crack.¹⁷⁴ The MCST can thus recover compensation for the damage to the common property caused by the defective tiles (see [80] above).

Driveway

132 The MCST argues that the base of the driveway was not compacted properly before the top layer was applied, making it prone to cracking.¹⁷⁵ The defendants argue that the cracks are caused by the heavy vehicular usage and traffic in the Building.¹⁷⁶

133 I accept that the cracking of the driveway is caused by lack of proper care and skill. As the reference material adduced by the MCST states:¹⁷⁷

hardened reinforced concrete cracks ... when subjected to externally imposed structural loads. By means of appropriate design and detailing techniques, these cracks can be limited to acceptable levels in terms of structural integrity and aesthetics.

The Building was designated for light industrial use. Proper care and skill would thus have required that the heavy vehicle usage and traffic be taken into account in the construction of the driveway, to limit cracking by employing design and detailing techniques.

¹⁷⁴ Plaintiff's Submissions at close of trial dated 23 May 2017 at paragraphs 341, 343 and 345.

¹⁷⁵ Plaintiff's Submissions at close of trial dated 23 May 2017 at paragraph 370.

¹⁷⁶ 1st Defendant's Closing Submissions dated 22 May 2017, annex IX, at p 443, s/n 47, 2nd Defendant's Closing Submissions dated 22 May 2017 at paragraph 247.

¹⁷⁷ Exhibit P6 at p 8, paragraph 1.

Carpark ramps

134 The MCST argues that the carpark ramp is slippery because: (i) the ramp is rough but the horizontal landing is smooth; (ii) the ramp is filled with multiple indented circular grooves which trap water; and (iii) the anti-skid epoxy paint finish required by the Specifications was not applied.¹⁷⁸ The defendants submit that no tests were conducted to prove that the ramp is slippery and that the indented circular grooves are acceptable.¹⁷⁹ Sanchoon further argues that anti-skid epoxy paint was not required as the tender documents replaced it with power float concrete floor finish with hardener.¹⁸⁰

135 I accept the defendants' submissions that the MCST has not proven that the ramp is slippery. The MCST has adduced only hearsay evidence that there have been crashes or near crashes caused by the ramp.¹⁸¹ I also accept the evidence from the defendants' experts that indented circular grooves are acceptable and common in Singapore¹⁸² and that the requirement for anti-skid epoxy paint was replaced with power float concrete floor finish with hardener.¹⁸³

Fire hose reel casings

136 The MCST submits that the fire hose reel casings obstruct access to the fire escape staircases.¹⁸⁴ The defendants submit that the casings do not obstruct

¹⁷⁸ Plaintiff's Submissions at close of trial dated 23 May 2017 at paragraphs 378–380.

¹⁷⁹ 1st Defendant's Closing Submissions dated 22 May 2017, annex IX, at pp 443–444, s/n 48, 2nd Defendant's Closing Submissions dated 22 May 2017 at paragraphs 254–255.

¹⁸⁰ 2nd Defendant's Closing Submissions dated 22 May 2017 at paragraph 253.

¹⁸¹ Plaintiff's Submissions at close of trial dated 23 May 2017 at paragraph 378.

¹⁸² Affidavit of Evidence in Chief of Wong Chung Wan at p 64, paragraph 5.6.1.2, Certified Transcript dated 29 March 2017, at p 115, line 25.

¹⁸³ Affidavit of Evidence in Chief of Ting Chin Seng at p 88, s/n 1c and d.

the access way and that the staircases have a walkway of 1.2m, as required by the Singapore Civil Defence Force Fire Code 2013.¹⁸⁵

137 From the photographs, it is clear that the casings do not obstruct the access way and that the requirement of a walkway of 1.2m is satisfied.¹⁸⁶

Floor slabs

138 The MCST has identified certain areas of the Building where the floor slab is patchy.¹⁸⁷ The patching is the result of debonded coating, which the MCST blames on poor workmanship.¹⁸⁸

139 The MCST has not satisfied me that the debonded coating is caused by poor workmanship and not some other factor, such as wear and tear.

Road markings

140 The MCST submits that failing road markings are caused by poor workmanship and not wear and tear.¹⁸⁹

141 The MCST has again only made a bare assertion that the failure of the road markings is caused by poor workmanship and not wear and tear. I am thus unable to accept the MCST's submission.

¹⁸⁴ Plaintiff's Submissions at close of trial dated 23 May 2017 at paragraph 389.

¹⁸⁵ 1st Defendant's Closing Submissions dated 22 May 2017, annex IX, at pp 447–448, s/n 55, 2nd Defendant's Closing Submissions dated 22 May 2017 at paragraph 268.

¹⁸⁶ Affidavit of Evidence in Chief of Wong Chung Wan at p 72, Figure 44. See also 1st Defendant's Closing Submissions dated 22 May 2017, annex IX, at p 448, s/n 55.

¹⁸⁷ Plaintiff's Submissions at close of trial dated 23 May 2017 at paragraph 404.

¹⁸⁸ Plaintiff's Submissions at close of trial dated 23 May 2017 at paragraph 404.

¹⁸⁹ Plaintiff's Submissions at close of trial dated 23 May 2017 at paragraph 414.

Signage

142 The MCST submits that the wall signage for firefighting equipment was installed without proper care, using double-sided tape, causing the signage to detach.¹⁹⁰

143 The defendants do not dispute that the signage was installed using double-sided tape. I thus accept that the signage was not installed with proper care and skill. Double-sided tape cannot be expected to be adequate long-term adhesion for signage.

Conclusion on Orion-One

144 The reasons for allowing or disallowing the MCST's claim against Orion-One in respect of each item in the Scott Schedule can be found at Annex C.

Mitigation

145 Orion-One argues that the MCST has failed to mitigate its loss by:¹⁹¹

- (a) failing to invoke the Warranties; and
- (b) failing to carry out its maintenance responsibilities under s 29 of the BMSMA.

146 For the reasons stated at [173]–[175] below, I reject the submission that the MCST has failed to mitigate its loss by failing to invoke the Warranties. As for the argument on the MCST's maintenance responsibilities, I accept that the

¹⁹⁰ Plaintiff's Submissions at close of trial dated 23 May 2017 at paragraph 416.

¹⁹¹ 1st Defendant's Closing Submissions dated 22 May 2017 at paragraph 7.

MCST's duty to maintain extends to rectifying defects: *Ocean Front* at [73]. However, Orion-One has made only a bare assertion that the MCST's decision to postpone rectification of the defects until the conclusion of this suit has led to further deterioration of the defects.¹⁹² I thus reject Orion-One's submissions that the MCST has failed to mitigate by not performing its maintenance responsibilities.

Claim against Sanchoon

Tort

147 It is common ground that Sanchoon owed the MCST a duty of care in constructing the common property.¹⁹³ What is disputed is the scope of Sanchoon's duty of care. Sanchoon submits that its duty of care does not cover the following four broad classes of defects:

- (a) defects attributable to sub-contractors;¹⁹⁴
- (b) defects covered under the Warranties;¹⁹⁵
- (c) defects which do not pose health and safety risks;¹⁹⁶ and
- (d) defects arising from the architect's design.¹⁹⁷

I deal with each of these in turn.

¹⁹² 1st Defendant's Reply Closing Submissions dated 23 June 2017 at paragraph 255.

¹⁹³ 2nd Defendant's Closing Submissions dated 22 May 2017 at paragraph 33.

¹⁹⁴ 2nd Defendant's Closing Submissions dated 22 May 2017 at paragraph 41.

¹⁹⁵ 2nd Defendant's Closing Submissions dated 22 May 2017 at paragraph 44.

¹⁹⁶ 2nd Defendant's Closing Submissions dated 22 May 2017 at paragraph 45.

¹⁹⁷ 2nd Defendant's Closing Submissions dated 22 May 2017 at paragraph 53.

Sub-contractors

148 An employer is not vicariously liable for the negligence of an independent contractor: *Seasons Park* at [37].

149 Sanchoon is not entitled to defeat the MCST's claim in tort by arguing that the work complained of by the MCST in this action, even if proven to result from negligence, was the result of negligence by independent contractors engaged by Sanchoon. As the MCST points out, Sanchoon failed to plead this case anywhere in its defence.¹⁹⁸ The MCST will be prejudiced should Sanchoon be allowed to raise this defence at this late stage. The first indication that Sanchoon intended to rely on this defence came in its opening statement,¹⁹⁹ filed a mere week before the trial was to commence. The MCST was left entirely unable to address the issue of whether Sanchoon's sub-contractors were indeed independent contractors.

Warranties

150 Sanchoon submits that it would be inequitable to allow the MCST to make concurrent claims for the defects both in tort and under the Warranties.²⁰⁰ As a result, according to Sanchoon, its duty of care should exclude the defects covered by the Warranties.²⁰¹

151 I reject Sanchoon's submission. As the Court of Appeal noted in *Animal Concerns Research & Education Society v Tan Boon Kwee* [2011] 2 SLR 146 ("*Animal Concerns*") at [60], it is possible for there to be concurrent liability in

¹⁹⁸ Plaintiff's Reply Submissions (2nd Defendant) dated 23 May 2017 at paragraph 37.

¹⁹⁹ 2nd Defendant's Opening Statement at paragraph 29.

²⁰⁰ 2nd Defendant's Closing Submissions dated 22 May 2017 at paragraph 42.

²⁰¹ 2nd Defendant's Closing Submissions dated 22 May 2017 at paragraph 44.

both contract and tort. The mere fact that there is a contractual backdrop to the parties' relationship is not sufficient to exclude a duty of care. Instead, the true principle in determining whether the contractual arrangement has such an effect is whether the parties structured their contract intending thereby to exclude the imposition of a duty of care in tort: *Animal Concerns* at [71].

152 Sanchoon has not shown that the parties, in entering into the Warranties, intended to exclude a duty of care on Sanchoon. In fact, the Warranties themselves appear to suggest that there was no such intention:²⁰²

The rights and benefits conferred upon [Orion-One] by this [Warranty] are *in addition to any other rights and remedies* [Orion-One] has or may have against [Sanchoon] including without limitation, its rights and remedies under the Contract and *at law*. [emphasis added]

In other words, Sanchoon entered into the Warranties with Orion-One with the express intention and purpose of undertaking *additional* obligations to Orion-One, over and above any other obligations which Sanchoon might have to Orion-One in contract or in tort. There is nothing to indicate that Sanchoon intended that cumulative effect of the obligations it undertook under the Warranties to come to an end when Orion-One assigned the Warranties, as it eventually did, to the MCST.

Health and safety risks

153 Sanchoon submits that it owes a duty of care to the MCST only in respect of defects which pose a risk to health or safety. For this submission, Sanchoon relies on *Robinson v P E Jones (Contractors) Ltd* [2011] EWCA Civ 9

²⁰² See, for example, Plaintiff's Core Bundle of Documents (For Oral Submission) dated 31 July 2017 at tab 4, p 3, cl 10.

(“*Robinson*”) and *Management Corporation Strata Title Plan No 3322 v Tiong Aik Construction Pte Ltd and another* [2016] 4 SLR 521 (“*Tiong Aik*”).²⁰³

154 I do not accept Sanchoon’s submission. Neither authority supports its argument. Sanchoon relies on the following excerpt from the headnote of the report in *Robinson*:

... the relationship between ... the builder of a building and the immediate client was primarily governed by the contract between them, which represented their choice as to the allocation of risk between them; that (*per* Maurice Kay and Jackson LJJ), **absent any assumption of responsibility**, a tortious duty of care co-extensive with their contractual obligations did not spring up between them, and the **only tortious duty owed by a manufacturer or builder to his client and others who would foreseeably own or use the product or building was to take reasonable care to prevent any defect in it causing personal injury to them or damage to other property of theirs** ... [emphasis added in bold]

155 *Robinson* is an English case. The general rule in English law is that no damages are recoverable in the tort of negligence for pure economic loss. There are of course exceptions: see *Robinson* at [68] and [70] and *Chu Said Thong and another v Vision Law LLC* [2014] 4 SLR 375 at [163]. It is for this reason that the excerpt from *Robinson* limits the duty of care to physical injury or damage to property (as opposed to pure economic loss).

156 Singapore’s law of negligence differs significantly from English law in this respect. There is no rule in Singapore law which bars recovery of damages in the tort of negligence for pure economic loss: *Spandek Engineering (S) Pte Ltd v Defence Science & Technology Agency* [2007] 4 SLR(R) 100 at [69]. There is therefore no reason in Singapore law to limit a duty of care as a duty to avoid only causing injury to a person or damage to property.

²⁰³ 2nd Defendant’s Closing Submissions dated 22 May 2017 at paragraphs 45–47.

157 Similarly, *Tiong Aik* does not stand for the proposition that a contractor owes a duty of care only in respect of risks to health or safety. Sanchoon relies on the Court of Appeal's statements in *Tiong Aik* that the Building Control Act (Cap 29, 1999 Rev Ed) imposes non-delegable duties only in relation to building safety, and not in relation to other aspects of construction, such as workmanship or aesthetic flaws. But the mere fact that a contractor does not owe *non-delegable* duty of care in respect of workmanship or aesthetic flaws does not mean that the contractor does not owe *any duty of care at all* in respect of those flaws. As the Court of Appeal said in *Tiong Aik* at [21] and [50], the common element across the categories of non-delegable duties is that the duty bearer has undertaken responsibility to the claimant in circumstances where the relationship involves a kind of special dependence or a particular vulnerability. It is this relationship which results in a *personal* duty on the duty bearer. The absence of a relationship of dependence or of a particular vulnerability as between a contractor and a management corporation, for example, does not preclude a relationship of sufficient proximity such as is necessary to found a duty of care.

Design

158 Sanchoon argues that it cannot be held responsible for defects caused by the architect's design.

159 A contractor's duty of care includes a duty to warn of design defects which an ordinarily competent contractor would suspect: *Keating* at paras 3-071 and 3-079. This duty applies only to defects which are obvious, and not to those which could have been discovered only by way of additional inspections or investigations.

160 There is a dispute over whether Sanchoon's duty to warn was engaged in relation to the following three categories of defects:

- (a) the lack of flashings, projections, drainage tracks and canopies;²⁰⁴
- (b) the positioning of the kerbs;²⁰⁵ and
- (c) the fire escape staircase fixings.²⁰⁶

161 I find that Sanchoon's duty to warn was engaged only in relation to the defective positioning of the kerbs. To my mind, this is the only defect which was obvious enough to trigger the duty. It is a matter of common sense that a kerb ought to be constructed on the inside of a door to prevent entry of rainwater. A kerb on the inside of a door makes it difficult for rainwater to enter as it could enter only by flowing upwards, over the kerb. In contrast, constructing a kerb on the outside of a door encourages the entry of rainwater because the rainwater is allowed to flow downwards from the kerb and seep behind the doors.

162 The other two categories of defects relate to: (i) the lack of flashings, projections, drainage tracks and canopies; and (ii) fire escape staircase fixings. These two categories require more specialist knowledge that: (i) flashings, projections, drainage tracks and canopies increase the rate of flow of rain runoff, resulting in a stronger washing effect to prevent staining;²⁰⁷ and (ii) plastering over staircase fixings would trap moisture, causing corrosion.²⁰⁸ I find that these two categories are not so obvious as to trigger Sanchoon's duty to warn.

²⁰⁴ Plaintiff's Submissions at close of trial dated 23 May 2017 at paragraphs 252, 387 and 397.

²⁰⁵ Plaintiff's Submissions at close of trial dated 23 May 2017 at paragraph 257.

²⁰⁶ 2nd Defendant's Closing Submissions dated 22 May 2017 at paragraph 227.

²⁰⁷ Exhibit P5 at p 83.

163 In any event, even if I am wrong in finding that Sanchoon’s duty of care required it to warn the architect about the positioning of the kerbs, I find that Sanchoon is nevertheless in breach of its duty as it failed to follow the architect’s design, which called for the kerbs to be positioned on the inside of the doors.²⁰⁹

164 As an aside, I note that the MCST argues that Sanchoon breached its duty by deviating from the architect’s design in not constructing the canopies. I reject this submission. The evidence shows that the decision not to proceed with the canopies was the architect’s.²¹⁰ It was not the result of Sanchoon’s unilateral decision to disregard the architect’s design.

Conclusion on Sanchoon’s liability in tort

165 The reasons for allowing or disallowing the MCST’s claim in respect of each item in the Scott Schedule can be found at Annex C.

Warranties

166 The MCST’s claim against Sanchoon for breach of the Warranties arises under eight Warranties.²¹¹ For this purpose, I count the external precast concrete cladding warranty and the tile adhesives and bonding agents warranty as two separate warranties, which they in fact are.²¹² Under these eight Warranties, Sanchoon warranted that the relevant works “shall be free from any defect, deterioration, failure, lack of fitness, non-satisfaction of performance specifications or other requirements under the Contract or other faults in the

²⁰⁸ Plaintiff’s Submissions at close of trial dated 23 May 2017 at paragraph 299.

²⁰⁹ Plaintiff’s Submissions at close of trial dated 23 May 2017 at paragraph 258 and p 250.

²¹⁰ Certified Transcript dated 29 March 2017, at p 166, lines 4–11.

²¹¹ Plaintiff’s Submissions at close of trial dated 23 May 2017 at paragraph 151.

²¹² Agreed Bundle of Documents, vol 5, pp 4403 and 4478.

Works”, and undertook that it would, upon written notice, “remedy, repair or make good to the absolute satisfaction” of the MCST the defects and any damage arising out of the defects.²¹³

167 Sanchoon submits that its liability under the Warranties is limited because:

- (a) certain defects are not covered by the Warranties; and
- (b) the MCST refused to permit Sanchoon to conduct rectification works during the duration of the Warranties.²¹⁴

Scope of the Warranties

168 There are disagreements between the MCST and Sanchoon on whether certain defects are covered by the Warranties. Sanchoon argues that:

- (a) the Warranties do not apply to the strata title lots;²¹⁵
- (b) the external precast concrete cladding warranty does not apply to defects relating to plaster and paintwork;²¹⁶
- (c) the waterproofing warranties do not apply to defects caused by rainwater ingress;²¹⁷ and
- (d) the galvanising to metalworks warranty has expired.²¹⁸

²¹³ See, for example, Agreed Bundle of Documents, vol 5, at p 4460, cl 1.

²¹⁴ 2nd Defendant’s Closing Submissions dated 22 May 2017 at paragraph 201.

²¹⁵ 2nd Defendant’s Closing Submissions dated 22 May 2017 at paragraph 133.

²¹⁶ 2nd Defendant’s Closing Submissions dated 22 May 2017 at paragraph 133.

²¹⁷ 2nd Defendant’s Closing Submissions dated 22 May 2017 at paragraph 134.

²¹⁸ 2nd Defendant’s Closing Submissions dated 22 May 2017 at paragraph 237.

169 I reject all of Sanchoon’s submissions, except for its submission at [168(c) above]. In respect of that submission, I accept that those defects are caused by rainwater ingress and not by failure of waterproofing. I now explain why I reject Sanchoon’s other submissions.

170 First, the Warranties are not limited to defects in the common property. They expressly cover the “Premises”, defined as the “9-storey Building ... on Lot 15782PT Mk 18 at Serangoon North Avenue 4 / Ang Mo Kio Avenue 5/ Yio Chu Kang Road”.²¹⁹ In other words, the Warranties cover the Building as a whole and do not distinguish between the common property of the Building and the strata title lots comprised in the Building.

171 Second, the defects relating to the plaster and paintwork are caused by cracks in the external precast concrete. They are therefore covered by the external precast concrete cladding warranty.

172 Finally, it is irrelevant that the galvanising to metalworks warranty expired before the MCST commenced this action. As long as the defects in the works covered by the warranty occurred (and went unrectified) before the warranty expired, Sanchoon is in breach of the warranty. The MCST is at liberty then to seek compensation for the loss caused by the breach of warranty at any time within the limitation period, even if the warranty has expired by the time the MCST commences action. The defects covered by the galvanising to metalworks warranty were discovered, at the latest, by June 2013, when the MCST’s expert inspected the Building and documented the defects.²²⁰ At that time, the warranty had not yet expired.

²¹⁹ See, for example, Agreed Bundle of Documents, vol 5, at pp 4437–4438.

²²⁰ Affidavit of Evidence in Chief of Paul Crispin Casimir-Mrowczynski at p 26, section 3.0.

Permission to rectify

173 The Warranties permit the MCST to bring a claim against Sanchoon for breach of the Warranties if Sanchoon fails to rectify the defects to the MCST's absolute satisfaction within reasonable time.²²¹

174 I find that the MCST gave Sanchoon sufficient time and opportunity to rectify the defects before commencing this suit. Sanchoon was allowed to rectify the defects in December 2012.²²² But Sanchoon failed to rectify the defects to the satisfaction of the MCST. The MCST therefore asked for further rectification.²²³ Although Sanchoon asserts that its rectifications were reasonable and sufficient,²²⁴ the Warranties provide expressly that the MCST's decision on whether the rectifications are satisfactory is "final and conclusive".²²⁵ This is a subjective test. Whether the rectifications were unsatisfactory in an objective sense is thus irrelevant.

175 Discussions between the MCST and Sanchoon about further rectifications eventually fell through for two reasons. First, the MCST was unwilling to accept Sanchoon's disclaimer that it would conduct the further rectifications on a goodwill basis, without admission of liability. Second, Sanchoon took the position that they were not responsible for (and would therefore not rectify) several of the alleged defects.²²⁶ By the time these discussions fell through, about two years had passed since the defects were

²²¹ See, for example, Agreed Bundle of Documents, vol 5, at p 4461, cl 4.

²²² 2nd Defendant's Closing Submissions dated 22 May 2017 at paragraph 167.

²²³ Plaintiff's Reply Submissions (1st Defendant) dated 27 June 2017 at paragraph 13.

²²⁴ 2nd Defendant's Closing Submissions dated 22 May 2017 at paragraph 181.

²²⁵ See, for example, Agreed Bundle of Documents, vol 5, at p 4460, cl 2.

²²⁶ Plaintiff's Reply Submissions (1st Defendant) dated 27 June 2017 at paragraphs 9 and 15xiii. See also Agreed Bundle of Documents, vol 6, at pp 5092–5096.

discovered, from February 2012 to December 2013.²²⁷ Bearing in mind that the MCST had to avoid various time-bars, I find that the MCST did give Sanchoon reasonable time and opportunity to rectify the defects.

Conclusion on Sanchoon's breach of the Warranties

176 Sanchoon is thus liable for breach of warranty for the defects covered by the Warranties, as set out in Annex C.

Conclusion

177 For the reasons above, I hold in favour of the MCST and the subsidiary proprietors which it represents (see Annex A) in respect of the defects I have found Orion-One and Sanchoon to be liable for (see Annex C). I will hear the parties on costs and on any consequential orders to be made, including but not limited to the assessment of damages.

Vinodh Coomaraswamy
Judge

Edmond Pereira, Goh Chui Ling and Lim Chee San (instructed)
(Edmond Pereira Law Corporation) for the plaintiff;
Christopher Chuah, Lydia Yahaya and Alyssa Tan
(WongPartnership LLP) for the first defendant;
Josephine Choo, Wilbur Lim, Jeffrey Koh and Valerie Quay
(WongPartnership LLP) for the second defendant.

²²⁷ Affidavit of Evidence in Chief of Ong Choon @ David Ong at paragraph 16 and 2nd Defendant's Closing Submissions dated 22 May 2017 at paragraph 205.

Annex A

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
1.	#01-01	Hiap Heng Heavy Equipment Co Pte Ltd	Yes (LOA affixed with company stamp) ²²⁸
2.	#01-02	Hiap Heng Heavy Equipment Co Pte Ltd	Yes (LOA affixed with company stamp) ²²⁹
3.	#01-03	Poo Sia Chyung / Ker Poh Swan / Poo Ce Huang trading as Hup Hock Sing Investment	No (LOA not signed by all co-owners) ²³⁰
4.	#01-04	Foo Chee Peak @ Foo Chu Peak / Phua Ah Eng / Foo Cheche (Fu Ceyi) trading as C P Foo Investment	No (LOA not signed by all co-owners) ²³¹
5.	#01-05	Lip Plastic Enterprise Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)

²²⁸ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC25.

²²⁹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC25.

²³⁰ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC30.

²³¹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC35.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
6.	#01-06	Lip Plastic Enterprise Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
7.	#01-07	Abdul Kuthoose Diwan Beevi	Yes ²³²
8.	#01-08	Abdul Kuthoose Diwan Beevi	Yes
9.	#01-14	Hi-Tech Fibreglass (S) Pte Ltd	Yes (LOA affixed with company stamp) ²³³
10.	#01-15	Te Siow Long (Zheng Xiaolong)	Yes ²³⁴
11.	#01-16	Sergent Services Pte Ltd	No (claim withdrawn) ²³⁵
12.	#01-17	Chong Boon Thong	Yes ²³⁶
13.	#01-19	Tey Chaw Tee trading as CT Builders	Yes ²³⁷

²³² Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC40.

²³³ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC45.

²³⁴ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC50.

²³⁵ Statement of Claim (Amendment No 2).

²³⁶ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC56.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
14.	#01-21	1 Tech Solutions Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
15.	#01-23	Ang Boon Soon & Tan Siok Eng	No (LOA not signed by all co-owners) ²³⁸
16.	#01-29	Multipower Distribution Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
17.	#01-30	Sin Siew Realty Pte Ltd	No (LOA is hearsay as signatory to LOA is different from the person who filed affidavit of evidence in chief) ²³⁹

²³⁷ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC61.

²³⁸ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC67.

²³⁹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC68 and SAEIC72.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
18.	#01-31	Ong Tian Soon @ Ang Thian Soon / Soh Bee Lee	Yes (although one co-owner did not sign an LOA, authority from that co-owner is evident from his/her affidavit of evidence in chief) ²⁴⁰
19.	#01-34	Management office	No (claim withdrawn) ²⁴¹
20.	#01-35	Hong Huat Brothers Pte Ltd	Yes (LOA affixed with company stamp) ²⁴²
21.	#01-36	Hong Huat Brothers Pte Ltd	Yes (LOA affixed with company stamp) ²⁴³
22.	#01-37	Hong Huat Brothers Pte Ltd	Yes (LOA affixed with company stamp) ²⁴⁴

²⁴⁰ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC75 and SAEIC77.

²⁴¹ Statement of Claim (Amendment No 2).

²⁴² Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC82.

²⁴³ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC82.

²⁴⁴ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC82.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
23.	#01-41	World O’Kids (Pte) Ltd	Yes (LOA affixed with company stamp) ²⁴⁵
24.	#01-42	Seah Soi Chena trading as Teck Joo Hardware & Engineering	Yes ²⁴⁶
25.	#01-46	Wee Tee Tong Chemicals Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
26.	#01-47	Wee Tee Tong Chemicals Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
27.	#01-51	Foo Su Mei / Foo Su Lee	No (LOA not signed by all co-owners) ²⁴⁷

²⁴⁵ Plaintiff’s Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC87.

²⁴⁶ Plaintiff’s Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC92; Agreed Bundle of Documents, vol 2, p 1364.

²⁴⁷ Plaintiff’s Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC102.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
28.	#01-52	Foo See Han / Wong Eng Ping / Foo Hui Chin (Fu Huiqing) / Foo Hui Yen (Fu Huiyan) trading as Kindred Investments	No (LOA not signed by all co-owners) ²⁴⁸
29.	#01-53	Foo Kok Nong / Yeo Ah Koo	No (LOA not signed by all co-owners) ²⁴⁹
30.	#01-54	Hong Huat Brothers Pte Ltd	Yes (LOA affixed with company stamp) ²⁵⁰
31.	#01-55	Hong Huat Brothers Pte Ltd	Yes (LOA affixed with company stamp) ²⁵¹
32.	#01-56	Hong Huat Brothers Pte Ltd	Yes (LOA affixed with company stamp) ²⁵²
33.	#01-60	CMT Electronics Pte Ltd	Yes (LOA affixed with company stamp) ²⁵³

²⁴⁸ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC107.

²⁴⁹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC110 and SAEIC112.

²⁵⁰ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC82.

²⁵¹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC82.

²⁵² Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC82.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
34.	#01-61	Seah Soi Chena	Yes
35.	#02-03	Asialand Construction Pte Ltd	Yes (LOA affixed with company stamp) ²⁵⁴
36.	#02-04	Tan Ai Chin	No (LOA is hearsay, no affidavit of evidence in chief filed)
37.	#02-05	Trident Corporation (S) Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
38.	#02-06	Trident Corporation (S) Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
39.	#02-07	OST Refrigeration Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
40.	#02-10	Sea Soi Chena	Yes

²⁵³ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC117.

²⁵⁴ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC122.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
41.	#02-13	ACS Venture Pte Ltd	Yes (LOA affixed with company stamp) ²⁵⁵
42.	#02-14	Yu Ting Pin / Wong Kum Seng	No (LOA is hearsay, no affidavit of evidence in chief filed)
43.	#02-15	Peaceon Screens Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
44.	#02-16	Derick Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
45.	#02-19	Kek Kok Hwa / Ng Ah Kim	No (LOA not signed by all co-owners) ²⁵⁶
46.	#02-22	Rh Synergy (S) Pte Ltd	No (claim withdrawn) ²⁵⁷
47.	#02-24	SingDuct (S) Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)

²⁵⁵ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC127.

²⁵⁶ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC132.

²⁵⁷ Statement of Claim (Amendment No 2).

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
48.	#02-26	Sim Wee Meng (Shen Weiming) / Koh Yong Kwee (Xu Ronggui)	No (LOA is hearsay, no affidavit of evidence in chief filed)
49.	#02-32	Meizhuan Builders Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
50.	#02-33	Meizhuan Builders Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
51.	#02-34	Meizhuan Builders Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
52.	#02-35	Meizhuan Builders Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
53.	#02-36	SingDuct (S) Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
54.	#02-37	Chiam Geak Seng	No (LOA is hearsay, no affidavit of evidence in chief filed)
55.	#02-38	Huang Shuiling / Ke Qinglin	No (LOA is hearsay, no affidavit of evidence in chief filed)
56.	#02-39	Koh Kek Jin / Wong Bee Lin	No (LOA is hearsay, no affidavit of evidence in chief filed)
57.	#02-40	JAS Components Singapore Pte Ltd	Yes (LOA affixed with company stamp) ²⁵⁸
58.	#02-45	Infantree Pte Ltd	No (claim withdrawn) ²⁵⁹
59.	#02-46	Vision Zenith Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
60.	#02-47	Infantree Pte Ltd	No (claim withdrawn) ²⁶⁰

²⁵⁸ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC137.

²⁵⁹ Statement of Claim (Amendment No 2).

²⁶⁰ Statement of Claim (Amendment No 2).

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
61.	#02-49	Boon Liew Electrical & Engineering Pte Ltd	Yes (LOA affixed with company stamp) ²⁶¹
62.	#02-50	Teo Guan Hoe trading as Precise Tooling System	Yes ²⁶²
63.	#02-51	Chua Poh Keng	No (LOA is hearsay, no affidavit of evidence in chief filed)
64.	#02-52	Vz Logistics Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
65.	#02-53	Addiction Foods Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
66.	#02-54	TLS International (Pte) Ltd	Yes (LOA affixed with company stamp) ²⁶³
67.	#02-55	Comit Plastic Pte Ltd	Yes (LOA affixed with company stamp) ²⁶⁴

²⁶¹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC142.

²⁶² Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC147.

²⁶³ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC152.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
68.	#02-56	Comit Plastic Pte Ltd	Yes (LOA affixed with company stamp) ²⁶⁵
69.	#02-57	TLS International (Pte) Ltd	Yes (LOA affixed with company stamp) ²⁶⁶
70.	#02-59	Chemlink Pacific Pte Ltd	Yes (LOA affixed with company stamp) ²⁶⁷
71.	#02-60	Orika Impex Pte Ltd	Yes (LOA affixed with company stamp) ²⁶⁸
72.	#03-01	EZPRINT Pte Ltd	No (claim withdrawn) ²⁶⁹
73.	#03-02	T3 International Pte Ltd	Yes (LOA affixed with company stamp) ²⁷⁰
74.	#03-03	Ong Ek Chuan	Yes ²⁷¹

²⁶⁴ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC157.

²⁶⁵ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC157.

²⁶⁶ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC152.

²⁶⁷ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC162.

²⁶⁸ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC167.

²⁶⁹ Statement of Claim (Amendment No 2).

²⁷⁰ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC172.

²⁷¹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC177.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
75.	#03-06	Lee Keng Cheong / Ong Li Li	No (LOA is hearsay, no affidavit of evidence in chief filed)
76.	#03-09	Metalmex Illuminazione (Asia) Pte Ltd	No (claim withdrawn) ²⁷²
77.	#03-13	Pacific Lighting (Singapore) Pte Ltd	Yes (LOA affixed with company stamp) ²⁷³
78.	#03-14	Wisdom Alpha Marine Services Pte Ltd	Yes (LOA affixed with company stamp) ²⁷⁴
79.	#03-16	Ampec Electronics Pte Ltd	No (LOA is hearsay as signatory to LOA is different from the person who filed affidavit of evidence in chief) ²⁷⁵

²⁷² Statement of Claim (Amendment No 2).

²⁷³ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC183.

²⁷⁴ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC188.

²⁷⁵ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC189 and SAEIC193.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
80.	#03-17	Corrom Pte Ltd	Yes (LOA affixed with company stamp) ²⁷⁶
81.	#03-18	Ampec Electronics Pte Ltd	No (LOA is hearsay as signatory to LOA is different from the person who filed affidavit of evidence in chief) ²⁷⁷
82.	#03-19	BT&Tan Transport Pte Ltd	Yes (LOA affixed with company stamp) ²⁷⁸
83.	#03-21	Kee Kam Oon	Yes ²⁷⁹
84.	#03-23	AVS Vision Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
85.	#03-26	Reliant Human Resources Pte Ltd	No (claim withdrawn) ²⁸⁰

²⁷⁶ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC199.

²⁷⁷ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC189 and SAEIC193.

²⁷⁸ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC200.

²⁷⁹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC201.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
86.	#03-32	BJC Global Pte Ltd	Yes (LOA affixed with company stamp) ²⁸¹
87.	#03-33	BJC Global Pte Ltd	Yes (LOA affixed with company stamp) ²⁸²
88.	#03-34	Phua Kim Hong	Yes ²⁸³
89.	#03-37	Liftcare Pte Ltd	No (claim withdrawn) ²⁸⁴
90.	#03-39	Ying He Precision Industries Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
91.	#03-40	YongSheng Engrg Pte Ltd	No (claim withdrawn) ²⁸⁵
92.	#03-42	OST Refrigeration Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)

²⁸⁰ Statement of Claim (Amendment No 2).

²⁸¹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC210.

²⁸² Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC210.

²⁸³ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC211.

²⁸⁴ Statement of Claim (Amendment No 2).

²⁸⁵ Statement of Claim (Amendment No 2).

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
93.	#03-43	Chan Yee Leong / Heng Siew Mio (Wang Xiumiao)	No (LOA is hearsay, no affidavit of evidence in chief filed)
94.	#03-44	Circle Power Electrical Engineering Pte Ltd	Yes (LOA affixed with company stamp) ²⁸⁶
95.	#03-45	Oon Peng Lim / Seah Chor Nah	Yes (although one co-owner did not sign an LOA, authority from that co-owner is evident from his/her affidavit of evidence in chief) ²⁸⁷
96.	#03-46	FS-3D Support Solutions Pte Ltd	Yes (LOA affixed with company stamp and discrepancy as to name in statement of claim is immaterial) ²⁸⁸

²⁸⁶ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC220.

²⁸⁷ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC223 and SAEIC225.

²⁸⁸ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC232.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
97.	#03-50	Ho Hooi Min / Lim Siew Chin	No (LOA not signed by all co-owners) ²⁸⁹
98.	#03-51	PMT Technology (S) Pte Ltd	Yes (LOA affixed with company stamp) ²⁹⁰
99.	#03-52	Woo Mei Yien	No (LOA is hearsay, no affidavit of evidence in chief filed)
100.	#03-53	Lim Poh Kok	No (claim withdrawn) ²⁹¹
101.	#03-54	Interfreight Logistics Pte Ltd	No (claim withdrawn) ²⁹²
102.	#03-56	Mainfreight (S) Pte Ltd	Yes (LOA affixed with company stamp) ²⁹³
103.	#03-57	Hou Wen Hau	Yes ²⁹⁴
104.	#03-58	Hou Wen Hau	Yes

²⁸⁹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC237.

²⁹⁰ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC242.

²⁹¹ Statement of Claim (Amendment No 2).

²⁹² Plaintiff's Submissions at close of trial dated 23 May 2017 at paragraph 131.

²⁹³ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC247.

²⁹⁴ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC252.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
105.	#03-62	Admoreon Engineering Pte Ltd	No (claim withdrawn) ²⁹⁵
106.	#04-03	Soh Teng Ann trading as Pointer Commercial Art	Yes ²⁹⁶
107.	#04-04	TubeFit (Singapore) Pte Ltd	Yes (LOA affixed with company stamp) ²⁹⁷
108.	#04-05	Floorspec Pte Ltd	Yes (LOA affixed with company stamp) ²⁹⁸
109.	#04-06	Floorspec Pte Ltd	Yes (LOA affixed with company stamp) ²⁹⁹
110.	#04-07	Immco Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)

²⁹⁵ Statement of Claim (Amendment No 2).

²⁹⁶ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC254.

²⁹⁷ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC263.

²⁹⁸ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC268.

²⁹⁹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC268.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
111.	#04-08	Immco Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
112.	#04-09	Win Win Food Singapore Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
113.	#04-10	Lee Melvin / Lee Wee Foon	Yes (LOA is not hearsay as one co-owner took the stand) ³⁰⁰
114.	#04-11	Istar Creation Pte Ltd	Yes (LOA affixed with company stamp) ³⁰¹
115.	#04-12	EOP21 Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
116.	#04-13	EOP21 Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)

³⁰⁰ Certified Transcript dated 6 March 2018, at p 106, lines 7–8.

³⁰¹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC278.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
117.	#04-14	EOP21 Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
118.	#04-16	EOP21 Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
119.	#04-17	ID Care Trading	No (claim withdrawn) ³⁰²
120.	#04-18	EOP21 Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
121.	#04-20	Yu Chun Mei	No (LOA is hearsay, no affidavit of evidence in chief filed)
122.	#04-21	Tan Lye Seng / Samuel Soh Aik Meng / Seah Mui Hui Esther	No (LOA not signed by all co-owners) ³⁰³
123.	#04-24	Mecbatec Enterprise Pte Ltd	Yes (LOA affixed with company stamp) ³⁰⁴

³⁰² Statement of Claim (Amendment No 2)

³⁰³ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC283.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
124.	#04-26	Mecbatec Enterprise Pte Ltd	Yes (LOA affixed with company stamp) ³⁰⁵
125.	#04-32	MA Electronics Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
126.	#04-33	M3 Aesthetic Framework System Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
127.	#04-38	Liao Mei Yun	Yes ³⁰⁶
128.	#04-39	General Auto Pte Ltd	Yes (LOA affixed with company stamp) ³⁰⁷
129.	#04-40	Lee Mei Ling (Li Meiling)	No (LOA is hearsay, no affidavit of evidence in chief filed)
130.	#04-41	Chua Kok Cheong & Goh Poh Yin	Yes ³⁰⁸

³⁰⁴ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC288.

³⁰⁵ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC288.

³⁰⁶ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC289.

³⁰⁷ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC298.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
131.	#04-43	Avo Kinetix Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
132.	#04-44	Mohamed Ariff S/O Abdul Rahim / M A Haleelur Rahman	No (LOA not signed by all co-owners) ³⁰⁹
133.	#04-45	Huang Kee Building Maintenance Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
134.	#04-49	Ang Kit Leng trading as Accarb Enterprise	Yes ³¹⁰
135.	#04-50	Builders Trends Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
136.	#04-51	Golden Leaf Curtain Centre Pte Ltd	Yes (LOA affixed with company stamp) ³¹¹

³⁰⁸ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC299.

³⁰⁹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC310.

³¹⁰ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC315; Agreed Bundle of Documents, vol 3, p 2383.

³¹¹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC320.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
137.	#04-52	Builders Trends Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
138.	#04-56	Dashmesh Singapore Pte Ltd	Yes (LOA affixed with company stamp) ³¹²
139.	#04-59	JCK Controls Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
140.	#04-61	Dream Studios (2007) Pte Ltd	Yes (LOA affixed with company stamp) ³¹³
141.	#04-62	Dream Studios (2007) Pte Ltd	Yes (LOA affixed with company stamp) ³¹⁴
142.	#05-01	Cheah Eng Hang / Cheah Chew Weng	No (LOA not signed by all co-owners) ³¹⁵
143.	#05-07	New Eng Thiam trading as New Plumbing Contractor	Yes ³¹⁶

³¹² Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC325.

³¹³ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC331.

³¹⁴ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC331.

³¹⁵ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC337.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
144.	#05-14	Dream Studios Pte Ltd	Yes (LOA affixed with company stamp) ³¹⁷
145.	#05-16	AMX Engineering Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
146.	#05-17	Teo Hock Long / Teo Hock Seng	No (LOA not signed by all co-owners) ³¹⁸
147.	#05-18	Chng Mui Seng / Chua Lee Hiang	No (LOA not signed by all co-owners) ³¹⁹
148.	#05-21	Accom Pte Ltd	No (claim withdrawn) ³²⁰
149.	#05-22	PIE Engineering Pte Ltd	Yes (LOA affixed with company stamp) ³²¹
150.	#05-24	Mei De Engineering Pte Ltd	Yes (LOA affixed with company stamp) ³²²

³¹⁶ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC338.

³¹⁷ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC330.

³¹⁸ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC348.

³¹⁹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC353.

³²⁰ Statement of Claim (Amendment No 2).

³²¹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC358.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
151.	#05-25	Mex Quest Engineering (S) Pte Ltd	Yes (LOA affixed with company stamp) ³²³
152.	#05-26	Tang Cheng Teck trading as Manjyo Trading	Yes ³²⁴
153.	#05-27	Summer Pond & Landscaping Pte Ltd	Yes (LOA affixed with company stamp) ³²⁵
154.	#05-28	Tang Cheng Teck trading as Manjyo Trading	Yes ³²⁶
155.	#05-29	Atlas Technologies Corporation Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
156.	#05-32	Ho Eng Huat Construction Pte Ltd	Yes (LOA affixed with company stamp) ³²⁷

³²² Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC363.

³²³ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC368.

³²⁴ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC369.

³²⁵ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC378.

³²⁶ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC369.

³²⁷ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC383.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
157.	#05-33	Witco Envirotech Pte Ltd	Yes (LOA affixed with company stamp) ³²⁸
158.	#05-34	Foo Chin Wei / Ow Siew Eng	No (LOA not signed by all co-owners and LOA is hearsay as signatory to LOA is different from the person who filed affidavit of evidence in chief) ³²⁹
159.	#05-36	Builders Hub Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
160.	#05-39	KLW Builders Pte Ltd	No (claim withdrawn) ³³⁰
161.	#05-41	Valves Com Pte Ltd	Yes (LOA affixed with company stamp) ³³¹

³²⁸ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC388.

³²⁹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC391 and SAEIC193.

³³⁰ Statement of Claim (Amendment No 2).

³³¹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC398.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
162.	#05-43	Paul Thiyagaraj S/O Koil Pillai / Esther D/O A E George	No (LOA not signed by all co-owners) ³³²
163.	#05-45	Poon Buck Aik trading as Aik Fah Trading	Yes ³³³
164.	#05-46	Phua Chai Hung Jason / Lee Nyuk Chin	No (claim withdrawn) ³³⁴
165.	#05-47	Poon Buck Aik trading as Aik Fah Trading	Yes ³³⁵
166.	#05-49	Poon Buck Aik trading as Aik Fah Trading	Yes
167.	#05-51	New Asia Ingredients Pte Ltd	Yes (LOA affixed with company stamp) ³³⁶

³³² Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC403.

³³³ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC408; Agreed Bundle of Documents, vol 3, p 2575.

³³⁴ Statement of Claim (Amendment No 2).

³³⁵ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC408; Agreed Bundle of Documents, vol 3, p 2575.

³³⁶ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC413.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
168.	#05-52	Xod Box Pte Ltd	Yes (LOA affixed with company stamp) ³³⁷
169.	#05-53	TC Management Pte Ltd	Yes (LOA affixed with company stamp) ³³⁸
170.	#05-57	New Asia Ingredients Pte Ltd	Yes (LOA affixed with company stamp) ³³⁹
171.	#05-62	TWH Electrical Engineering Pte Ltd	Yes (LOA affixed with company stamp) ³⁴⁰
172.	#06-02	Uei Logistic(S) Pte Ltd	Yes (LOA affixed with company stamp) ³⁴¹
173.	#06-04	Alpine Aire Services Pte Ltd	Yes (LOA affixed with company stamp) ³⁴²

³³⁷ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC418.

³³⁸ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC423.

³³⁹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC413.

³⁴⁰ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC428.

³⁴¹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC433.

³⁴² Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC438.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
174.	#06-05	Link Fab Technologies Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
175.	#06-06	Broadcast Communications International Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
176.	#06-07	Ng Wee Nam / Lee Siok Goon	No (LOA is hearsay, no affidavit of evidence in chief filed)
177.	#06-08	AJ Jetting Pte Ltd	No (LOA signed by individual director of company subsidiary-proprietor) ³⁴³
178.	#06-09	Chye Thiam Maintenance Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
179.	#06-23	Apecus Technologies Pte Ltd	Yes (LOA affixed with company stamp) ³⁴⁴

³⁴³ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC36–SAEIC40.

³⁴⁴ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC443.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
180.	#06-24	Magnetic Screen Pte Ltd	Yes (LOA affixed with company stamp) ³⁴⁵
181.	#06-25	Evergreen Landscape & Construction Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
182.	#06-26	Donovan Lee Reeves / Benjamin Gilbert Reeves	No (LOA is hearsay, no affidavit of evidence in chief filed)
183.	#06-28	T & F Investment Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
184.	#06-30	Arcadia Engineering Services Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
185.	#06-34	Mole Engineering Pte Ltd	Yes (LOA affixed with company stamp) ³⁴⁶

³⁴⁵ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC448.

³⁴⁶ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC453.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
186.	#06-35	Ong Choon @ David Ong / Cheong Wong Hee / Ong Li Mun Andy	Yes (although not all co-owners signed LOAs, authority from those co-owners is evident from their affidavits of evidence in chief) ³⁴⁷
187.	#06-36	Corlison Pte Ltd	Yes (LOA affixed with company stamp) ³⁴⁸
188.	#06-37	Corlison Pte Ltd	Yes (LOA affixed with company stamp) ³⁴⁹
189.	#06-38	Corlison Pte Ltd	Yes (LOA affixed with company stamp) ³⁵⁰
190.	#06-39	Corlison Pte Ltd	Yes (LOA affixed with company stamp) ³⁵¹

³⁴⁷ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC456 and SAEIC458.

³⁴⁸ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC463.

³⁴⁹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC463.

³⁵⁰ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC463.

³⁵¹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC463.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
191.	#06-40	Goh Lee Lee & Tay Soo Leng trading as ALLEGRO-BRIO	Yes ³⁵²
192.	#06-43	Reef Depot Pte Ltd	Yes (LOA affixed with company stamp) ³⁵³
193.	#06-44	Benruson Marketing (S) Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
194.	#06-49	JCK Controls Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
195.	#06-50	Apecus Technologies Pte Ltd	Yes (LOA affixed with company stamp) ³⁵⁴
196.	#06-51	MLJ Dental Trading Pte Ltd	Yes (LOA affixed with company stamp) ³⁵⁵

³⁵² Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC464; Agreed Bundle of Documents, vol 4, p 2913.

³⁵³ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC473.

³⁵⁴ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC443.

³⁵⁵ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC478.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
197.	#06-53	Pacing Luck Engtrade Pte Ltd	Yes (LOA affixed with company stamp) ³⁵⁶
198.	#06-54	MechFire Engineering & Construction Pte Ltd	Yes (LOA affixed with company stamp) ³⁵⁷
199.	#06-55	DTC World Corporation Pte Ltd	No (claim withdrawn) ³⁵⁸
200.	#06-56	Chin King Siang trading as Castle Peak Enterprise	Yes ³⁵⁹
201.	#06-57	Chin King Siang trading as Castle Peak Enterprise	Yes
202.	#06-58	Chin King Siang trading as Castle Peak Enterprise	Yes
203.	#06-60	Candy Floriculture Pte Ltd	Yes (LOA affixed with company stamp) ³⁶⁰

³⁵⁶ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC483.

³⁵⁷ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC488.

³⁵⁸ Statement of Claim (Amendment No 2).

³⁵⁹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC489.

³⁶⁰ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC498.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
204.	#06-61	Candy Floriculture Pte Ltd	Yes (LOA affixed with company stamp) ³⁶¹
205.	#07-01	Jerevin Industrial Pte Ltd	Yes (LOA affixed with company stamp) ³⁶²
206.	#07-03	Chew Bee Kow trading as Goodcare Building Services Contractor	No (LOA is hearsay, no affidavit of evidence in chief filed)
207.	#07-06	Pet Lovers Centre Pte Ltd	No (claim withdrawn) ³⁶³
208.	#07-07	W & Lee (S) Pte Ltd	No (claim withdrawn) ³⁶⁴
209.	#07-09	Ademco Investments Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
210.	#07-12	Goh General Engineering Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)

³⁶¹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC498.

³⁶² Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC503.

³⁶³ Plaintiff's Submissions at close of trial dated 23 May 2017 at paragraph 131.

³⁶⁴ Statement of Claim (Amendment No 2).

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
211.	#07-14	Asia Outdoor.Org Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
212.	#07-15	Pet Lovers Centre Pte Ltd	Yes (LOA affixed with company stamp) ³⁶⁵
213.	#07-16	Kian Hong Aluminium Works Pte Ltd	Yes (LOA affixed with company stamp) ³⁶⁶
214.	#07-17	Pet Lovers Centre Pte Ltd	Yes (LOA affixed with company stamp) ³⁶⁷
215.	#07-18	Kian Hong Aluminium Works Pte Ltd	Yes (LOA affixed with company stamp) ³⁶⁸
216.	#07-19	Pet Lovers Centre Pte Ltd	Yes (LOA affixed with company stamp) ³⁶⁹
217.	#07-20	Pet Lovers Centre Pte Ltd	Yes (LOA affixed with company stamp) ³⁷⁰

³⁶⁵ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC508.

³⁶⁶ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC514.

³⁶⁷ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC508.

³⁶⁸ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC514.

³⁶⁹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC508.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
218.	#07-21	Pet Lovers Centre Pte Ltd	Yes (LOA affixed with company stamp) ³⁷¹
219.	#07-22	Pet Lovers Centre Pte Ltd	Yes (LOA affixed with company stamp) ³⁷²
220.	#07-23	Pet Lovers Centre Pte Ltd	Yes (LOA affixed with company stamp) ³⁷³
221.	#07-24	Pet Lovers Centre Pte Ltd	Yes (LOA affixed with company stamp) ³⁷⁴
222.	#07-25	Pet Lovers Centre Pte Ltd	Yes (LOA affixed with company stamp) ³⁷⁵
223.	#07-26	Pet Lovers Centre Pte Ltd	Yes (LOA affixed with company stamp) ³⁷⁶

³⁷⁰ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC508.

³⁷¹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC508.

³⁷² Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC508.

³⁷³ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC508.

³⁷⁴ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC508.

³⁷⁵ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC508.

³⁷⁶ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC508.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
224.	#07-27	Pet Lovers Centre Pte Ltd	Yes (LOA affixed with company stamp) ³⁷⁷
225.	#07-28	Telimax Technology (S) Pte Ltd	Yes (LOA affixed with company stamp) ³⁷⁸
226.	#07-29	Pet Lovers Centre Pte Ltd	Yes (LOA affixed with company stamp) ³⁷⁹
227.	#07-31	Chiang Lee Juin @ Chiang Siong Oh / Lim Peng Siang / Chew Seng Huat / Yeo Chong Beng / Kiang Khoon Tian Dragon And Lion Dance Association	No (LOA is hearsay, no affidavit of evidence in chief filed)
228.	#07-32	Yunnan Investment & Development Pte Ltd	Yes (LOA affixed with company stamp) ³⁸⁰
229.	#07-33	Yunnan Investment & Development Pte Ltd	Yes (LOA affixed with company stamp) ³⁸¹

³⁷⁷ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC508.

³⁷⁸ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC519.

³⁷⁹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC508.

³⁸⁰ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC524.

³⁸¹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC524.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
230.	#07-34	Yunnan Investment & Development Pte Ltd	Yes (LOA affixed with company stamp) ³⁸²
231.	#07-35	Yunnan Investment & Development Pte Ltd	Yes (LOA affixed with company stamp) ³⁸³
232.	#07-36	Yunnan Investment & Development Pte Ltd	Yes (LOA affixed with company stamp) ³⁸⁴
233.	#07-37	Yunnan Investment & Development Pte Ltd	Yes (LOA affixed with company stamp) ³⁸⁵
234.	#07-38	Yunnan Investment & Development Pte Ltd	Yes (LOA affixed with company stamp) ³⁸⁶
235.	#07-39	Yunnan Investment & Development Pte Ltd	Yes (LOA affixed with company stamp) ³⁸⁷
236.	#07-43	Chow Chang Wei Valiant	Yes ³⁸⁸

³⁸² Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC524.

³⁸³ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC524.

³⁸⁴ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC524.

³⁸⁵ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC524.

³⁸⁶ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC24.

³⁸⁷ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC524.

³⁸⁸ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC525.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
237.	#07-46	Lim Poh Kok	No (claim withdrawn) ³⁸⁹
238.	#07-48	Lim Poh Kok	No (LOA is hearsay, no affidavit of evidence in chief filed)
239.	#07-50	Teh Chwee Lan	No (LOA is hearsay, no affidavit of evidence in chief filed)
240.	#07-51	Yip Hon Seng Anthony trading as Multi Image Enterprise	Yes ³⁹⁰
241.	#07-52	Lim Poh Kok	No (LOA is hearsay, no affidavit of evidence in chief filed)
242.	#07-53	Fong Yang Air-Conditioning Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)

³⁸⁹ Statement of Claim (Amendment No 2).

³⁹⁰ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC534; Agreed Bundle of Documents, vol 4, p 3271.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
243.	#07-54	James Ross Knudson / Alabons Anatasia Lauretta	Yes (although one co-owner did not sign an LOA, authority from that co-owner is evident from his/her affidavit of evidence in chief) ³⁹¹
244.	#07-55	Yunnan Investment & Development Pte Ltd	Yes (LOA affixed with company stamp) ³⁹²
245.	#07-56	Yunnan Investment & Development Pte Ltd	Yes (LOA affixed with company stamp) ³⁹³
246.	#07-57	Airecontrol Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
247.	#07-58	Nover Engineering Pte Ltd	Yes (LOA affixed with company stamp) ³⁹⁴

³⁹¹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC537 and SAEIC540.

³⁹² Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC524.

³⁹³ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC524.

³⁹⁴ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC545.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
248.	#07-61	Forte Resources Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
249.	#08-01	Tong Wang Chin	No (claim withdrawn) ³⁹⁵
250.	#08-02	Lim Chor Yeow / Tricia Tan Yi Joo / Tan Sek Yam	No (LOA not signed by all co-owners) ³⁹⁶
251.	#08-04	Kamal Kanta Mrs Kultar Singh Mayall	Yes ³⁹⁷
252.	#08-06	Kamal Kanta Mrs Kultar Singh Mayall	Yes
253.	#08-08	Yueh Song Choo trading as YH Design	Yes ³⁹⁸
254.	#08-09	Lim Hup Seng / Koay Siew Keow @ Lim Siew Keow	No (LOA not signed by all co-owners) ³⁹⁹

³⁹⁵ Statement of Claim (Amendment No 2).

³⁹⁶ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC550.

³⁹⁷ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC551.

³⁹⁸ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC560; Agreed Bundle of Documents, vol 4, p 3400.

³⁹⁹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC569.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
255.	#08-10	Istar Creation Pte Ltd	No (claim withdrawn) ⁴⁰⁰
256.	#08-18	Tan Yeow Lok / Tan Meow Hoon	Yes (although one co-owner did not sign an LOA, authority from that co-owner is evident from his/her affidavit of evidence in chief) ⁴⁰¹
257.	#08-20	Ng Sze Mee Therese	No (LOA is hearsay, no affidavit of evidence in chief filed)
258.	#08-21	Expedient Tech Pte Ltd	Yes (LOA affixed with company stamp) ⁴⁰²
259.	#08-24	Kaisavapany S/O Krishnasamy @ Kesavapany / Padmini D/O K K Pakpoo Mrs Padmini Kesavapany	No (LOA not signed by all co-owners) ⁴⁰³

⁴⁰⁰ Statement of Claim (Amendment No 2).

⁴⁰¹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC572 and SAEIC574.

⁴⁰² Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC580.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
260.	#08-27	Connections International Pte Ltd	No (claim withdrawn) ⁴⁰⁴
261.	#08-28	Hong Hua Guan Marine & Engineering Pte Ltd	Yes (LOA affixed with company stamp) ⁴⁰⁵
262.	#08-30	Hong Hua Guan Marine & Engineering Pte Ltd	Yes (LOA affixed with company stamp) ⁴⁰⁶
263.	#08-32	Goh Cher Lang @ Shi Kuan Ching @ Shi Tong Chi / Tan Chye Yong	No (LOA is hearsay, no affidavit of evidence in chief filed)
264.	#08-35	F.D. Rareodd Holdings Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
265.	#08-37	Lim Kwee Cher Vicki Shirley	Yes
266.	#08-39	Sridha Engineering Pte Ltd	Yes (LOA affixed with company stamp) ⁴⁰⁷

⁴⁰³ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC585.

⁴⁰⁴ Statement of Claim (Amendment No 2).

⁴⁰⁵ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC590.

⁴⁰⁶ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC590.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
267.	#08-42	Long Siew Chiuen / Sng Teck Lim / Sng Beng Kim	No (LOA not signed by all co-owners) ⁴⁰⁸
268.	#08-48	Eng Li Hiang	No (claim withdrawn) ⁴⁰⁹
269.	#08-49	Uma Devi D/O Nadesvaran	Yes
270.	#08-54	Tan Yeow Lok / Tan Meow Hoon	Yes (although one co-owner did not sign an LOA, authority from that co-owner is evident from his/her affidavit of evidence in chief) ⁴¹⁰
271.	#08-55	Nenutec Asia Pacific Pte Ltd	Yes (LOA affixed with company stamp) ⁴¹¹

⁴⁰⁷ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC600.

⁴⁰⁸ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC605.

⁴⁰⁹ Statement of Claim (Amendment No 2).

⁴¹⁰ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC572 and SAEIC575.

⁴¹¹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC616.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
272.	#08-58	Huang ZhenFeng / Huang ShenPing	No (LOA is hearsay, no affidavit of evidence in chief filed)
273.	#08-59	Ho Chih Kwong	No (claim withdrawn) ⁴¹²
274.	#08-61	Ang Siew Lay	No (claim withdrawn) ⁴¹³
275.	#08-63	Richcoy Pte Ltd	Yes (LOA affixed with company stamp) ⁴¹⁴
276.	#08-64	PTC Pte Ltd	No (claim withdrawn) ⁴¹⁵
277.	#08-65	Oon Peng Lim	Yes
278.	#08-67	PTC Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
279.	#08-69	PTC Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)

⁴¹² Statement of Claim (Amendment No 2).

⁴¹³ Statement of Claim (Amendment No 2).

⁴¹⁴ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC620.

⁴¹⁵ Plaintiff's Submissions at close of trial dated 23 May 2017 at paragraph 131.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
280.	#08-70	Origin Resources Pte Ltd	Yes (LOA affixed with company stamp) ⁴¹⁶
281.	#08-71	PTC Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
282.	#08-72	Lew Yow Loing / Toh Bee Peng	No (LOA not signed by all co-owners) ⁴¹⁷
283.	#08-73	PTC Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
284.	#08-75	Eastcompeace Smart Card (Singapore) Pte Ltd	Yes (LOA affixed with company stamp) ⁴¹⁸
285.	#08-76	Lifetex Collections Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
286.	#08-77	Eastcompeace Smart Card (Singapore) Pte Ltd	Yes (LOA affixed with company stamp) ⁴¹⁹

⁴¹⁶ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC626.

⁴¹⁷ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC631.

⁴¹⁸ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC636.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
287.	#08-78	Lifetex Collections Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
288.	#08-79	Eastcompeace Smart Card (Singapore) Pte Ltd	Yes (LOA affixed with company stamp) ⁴²⁰
289.	#08-80	Huang Kee Building Maintenance Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
290.	#08-81	LKP Pte Ltd	No (claim withdrawn) ⁴²¹
291.	#08-82	FD Chapman Pte Ltd	Yes (LOA affixed with company stamp) ⁴²²
292.	#08-83	Seah Chor Nah	Yes
293.	#08-84	FDD Design Pte Ltd	Yes (LOA affixed with company stamp) ⁴²³

⁴¹⁹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC636.

⁴²⁰ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC636.

⁴²¹ Statement of Claim (Amendment No 2).

⁴²² Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC641.

⁴²³ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC642.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
294.	#08-85	Wan Sheng Hao Construction Pte Ltd	No (claim withdrawn) ⁴²⁴
295.	#08-86	Events People Inc Pte Ltd	Yes (LOA affixed with company stamp) ⁴²⁵
296.	#08-87	Harvest Soon Industrial Supplies	No (claim withdrawn) ⁴²⁶
297.	#08-88	Pilescan Geotechnical Service Pte Ltd	No (claim withdrawn) ⁴²⁷
298.	#08-89	Pacing Luck Engrtrade Pte Ltd	Yes (LOA affixed with company stamp) ⁴²⁸
299.	#08-90	Wei Cheng To Tirtakusumo	No (LOA is hearsay, no affidavit of evidence in chief filed)

⁴²⁴ Statement of Claim (Amendment No 2).

⁴²⁵ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC647.

⁴²⁶ Statement of Claim (Amendment No 2).

⁴²⁷ Statement of Claim (Amendment No 2).

⁴²⁸ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC483.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
300.	#08-91	Lu Zu Liang	No (LOA is hearsay, no affidavit of evidence in chief filed)
301.	#08-92	Triple-Max Engineering Pte Ltd	Yes (LOA affixed with company stamp) ⁴²⁹
302.	#08-93	MDS Pacific Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
303.	#08-94	Tan Guan Lee Company Limited	Yes (LOA affixed with company stamp) ⁴³⁰
304.	#08-95	Lim Beng Cheng / Ng Bee Yong	No (LOA is hearsay, no affidavit of evidence in chief filed)
305.	#08-96	Tan Guan Lee Company Limited	Yes (LOA affixed with company stamp) ⁴³¹

⁴²⁹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC652.

⁴³⁰ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC657.

⁴³¹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC657.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
306.	#08-98	Zhong Cheng Development Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
307.	#08-104	Toh Khing Hoon	No (claim withdrawn) ⁴³²
308.	#08-106	Biam Technology Pte Ltd	Yes (LOA affixed with company stamp) ⁴³³
309.	#08-107	Ng Eng Huat / Ng Hui Enn	Yes (discrepancy as to name in statement of claim is immaterial) ⁴³⁴
310.	#09-04	Charmine Leong Chen Sin	No (claim withdrawn) ⁴³⁵
311.	#09-05	Koo Yew Heap / Yap Ee Choo	No (LOA not signed by all co-owners) ⁴³⁶

⁴³² Statement of Claim (Amendment No 2).

⁴³³ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC662.

⁴³⁴ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC663.

⁴³⁵ Statement of Claim (Amendment No 2).

⁴³⁶ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC673.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
312.	#09-06	Goh Song How / Leong Kay Peng	No (LOA is hearsay as signatory to LOA is different from the person who filed affidavit of evidence in chief) ⁴³⁷
313.	#09-07	Semsatti Mohamed Kassim Jainulabideen / Kadir Muhyideen	No (LOA not signed by all co-owners) ⁴³⁸
314.	#09-09	Edward Tay Thiam Chye	No (claim withdrawn) ⁴³⁹
315.	#09-10	IPT Services Pte Ltd	Yes (LOA affixed with company stamp) ⁴⁴⁰
316.	#09-12	Yueh Song Choo trading as YH Design	Yes ⁴⁴¹

⁴³⁷ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC674–SAEIC678.

⁴³⁸ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC684.

⁴³⁹ Statement of Claim (Amendment No 2).

⁴⁴⁰ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC689.

⁴⁴¹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC560; Agreed Bundle of Documents, vol 5, p 3875.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
317.	#09-13	Thia Bee Eng / Thia Bee Hua	No (LOA not signed by all co-owners) ⁴⁴²
318.	#09-14	Qsec Pte Ltd	Yes (LOA affixed with company stamp) ⁴⁴³
319.	#09-16	Chin Seow Wah	No (claim withdrawn) ⁴⁴⁴
320.	#09-18	Cornerstone Investments Holdings Pte Ltd	Yes (LOA affixed with company stamp) ⁴⁴⁵
321.	#09-20	Tan Kay Jin	No (LOA is hearsay, no affidavit of evidence in chief filed)
322.	#09-30	Yong Chee Meng / Lim Gek Lan	No (LOA not signed by all co-owners) ⁴⁴⁶
323.	#09-38	Sng Teck Lim / Long Siew Chiuen	No (LOA not signed by all co-owners) ⁴⁴⁷

⁴⁴² Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC694.

⁴⁴³ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC699.

⁴⁴⁴ Statement of Claim (Amendment No 2).

⁴⁴⁵ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC704.

⁴⁴⁶ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC709.

⁴⁴⁷ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC601–SAEIC605.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
324.	#09-40	Sng Teck Lim / Long Siew Chiuen	No (LOA not signed by all co-owners) ⁴⁴⁸
325.	#09-42	SVS Intertrade Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
326.	#09-49	Fong Yit Foon	Yes ⁴⁴⁹
327.	#09-51	Foong Yuit Chun	Yes ⁴⁵⁰
328.	#09-52	Lim Jui Seck	No (claim withdrawn) ⁴⁵¹
329.	#09-54	Pang Euu Nguang	No (LOA is hearsay, no affidavit of evidence in chief filed)
330.	#09-60	Ho Sweet Ling / Khoo Kok Peng	No (LOA is hearsay, no affidavit of evidence in chief filed)

⁴⁴⁸ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC601–SAEIC605.

⁴⁴⁹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC710.

⁴⁵⁰ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC715.

⁴⁵¹ Statement of Claim (Amendment No 2).

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
331.	#09-63	IBMS Technology Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
332.	#09-66	Ong Li Li	Yes ⁴⁵²
333.	#09-67	Liew Fook Goh / Juat Meng @ Audrey Liew	Yes ⁴⁵³
334.	#09-68	Aurora Real Estate Pte Ltd	Yes (LOA affixed with company stamp) ⁴⁵⁴
335.	#09-69	Sunshine Land Pte Ltd	Yes (LOA affixed with company stamp) ⁴⁵⁵
336.	#09-70	Jennychew Pte Ltd	Yes (LOA affixed with company stamp) ⁴⁵⁶
337.	#09-72	Diamond International Consolidators (S) Pte Ltd	Yes (LOA affixed with company stamp) ⁴⁵⁷

⁴⁵² Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC720.

⁴⁵³ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC725.

⁴⁵⁴ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC734.

⁴⁵⁵ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC739.

⁴⁵⁶ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC744.

⁴⁵⁷ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC749.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
338.	#09-74	Diamond International Consolidators (S) Pte Ltd	Yes (LOA affixed with company stamp) ⁴⁵⁸
339.	#09-75	Ng Chin Sin / Tan Lai Foong	Yes (although one co-owner did not sign an LOA, authority from that co-owner is evident from his/her affidavit of evidence in chief) ⁴⁵⁹
340.	#09-76	Diamond International Consolidators (S) Pte Ltd	Yes (LOA affixed with company stamp) ⁴⁶⁰
341.	#09-82	Tan Thiam Hong	No (LOA is hearsay, no affidavit of evidence in chief filed)
342.	#09-84	Lai Tau Lim / Lim Peng Siang	Yes ⁴⁶¹

⁴⁵⁸ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC749.

⁴⁵⁹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC752 and SAEIC754.

⁴⁶⁰ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC749.

⁴⁶¹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC755.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
343.	#09-85	Dong Heng Watch Trading Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
344.	#09-87	Deng Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
345.	#09-88	Gao Huazhu trading as Ten Fu Engineering Works	No (LOA is hearsay, no affidavit of evidence in chief filed)
346.	#09-89	Aw Kim Seng	Yes (Although no affidavit of evidence in chief filed, voted in special resolution) ⁴⁶²
347.	#09-90	De Northstar Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
348.	#09-91	Lee Choong Jee	No (LOA is hearsay, no affidavit of evidence in chief filed)

⁴⁶² Agreed Bundle of Documents, vol 6, p 5117 at s/n 53.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
349.	#09-92	De Northstar Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
350.	#09-93	Wang Cher Kim / Poh Ting Ting	No (LOA not signed by all co-owners) ⁴⁶³
351.	#09-95	Wang Cher Kim / Aw Gim Choo	No (LOA not signed by all co-owners) ⁴⁶⁴
352.	#09-96	Lee Keng Cheong / Ong Li Li	No (LOA is hearsay, no affidavit of evidence in chief filed)
353.	#09-97	Aw Kim Seng / Aw Gim Choo / Aw Suan Choo	No (LOA is hearsay, no affidavit of evidence in chief filed)
354.	#09-98	Soon Sin Contracts Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
355.	#09-99	Weltmacht Asia Pte Ltd	Yes (LOA affixed with company stamp) ⁴⁶⁵

⁴⁶³ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC764.

⁴⁶⁴ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC769.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
356.	#09-100	Choi Wing Cho / Chong Lai Keng	Yes (although one co-owner did not sign an LOA, authority from that co-owner is evident from his/her affidavit of evidence in chief) ⁴⁶⁶
357.	#09-101	Choon Kim Property Pte Ltd	Yes (LOA affixed with company stamp) ⁴⁶⁷
358.	#09-104	Peter Moa	No (claim withdrawn) ⁴⁶⁸
359.	#09-106	Gecko Precision Singapore Pte Ltd	No (LOA is hearsay, no affidavit of evidence in chief filed)
360.	#B1-01	Ban Hoe Hardware Pte Ltd	Yes (LOA affixed with company stamp) ⁴⁶⁹

⁴⁶⁵ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC774.

⁴⁶⁶ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC775–SAEIC779.

⁴⁶⁷ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC784.

⁴⁶⁸ Statement of Claim (Amendment No 2).

⁴⁶⁹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC5.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
361.	#B1-02	Ng Teck Meng & Lim Yew Kheng	No (claim withdrawn) ⁴⁷⁰
362.	#B1-03	Teck Leong Metals Pte Ltd	No (LOA signed by employee/ director of company-subsidiary proprietor and LOA is hearsay as signatory to LOA is different from the person who filed affidavit of evidence in chief) ⁴⁷¹
363.	#B1-04	Teck Leong Metals Pte Ltd	No (LOA signed by employee/ director of company-subsidiary proprietor and LOA is hearsay as signatory to LOA is different from the person who filed affidavit of evidence in chief) ⁴⁷²

⁴⁷⁰ Statement of Claim (Amendment No 2).

⁴⁷¹ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC10.

S/N	Unit No	Subsidiary Proprietor	Whether MCST represents subsidiary proprietor
364.	#B1-05	Hiap Leng Tuar / Ong Hock Heng / Chiew Hock You	No (LOA not signed by all co-owners) ⁴⁷³
365.	#B1-06	Seow Hock Cheng trading as Aik Chin Hin Machinery Co	Yes ⁴⁷⁴
366.	#B1-07	Seow Hock Cheng trading as Aik Chin Hin Machinery Co	Yes ⁴⁷⁵
367.	#B1-08	Seow Hock Cheng trading as Aik Chin Hin Machinery Co	Yes ⁴⁷⁶

⁴⁷² Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC10.

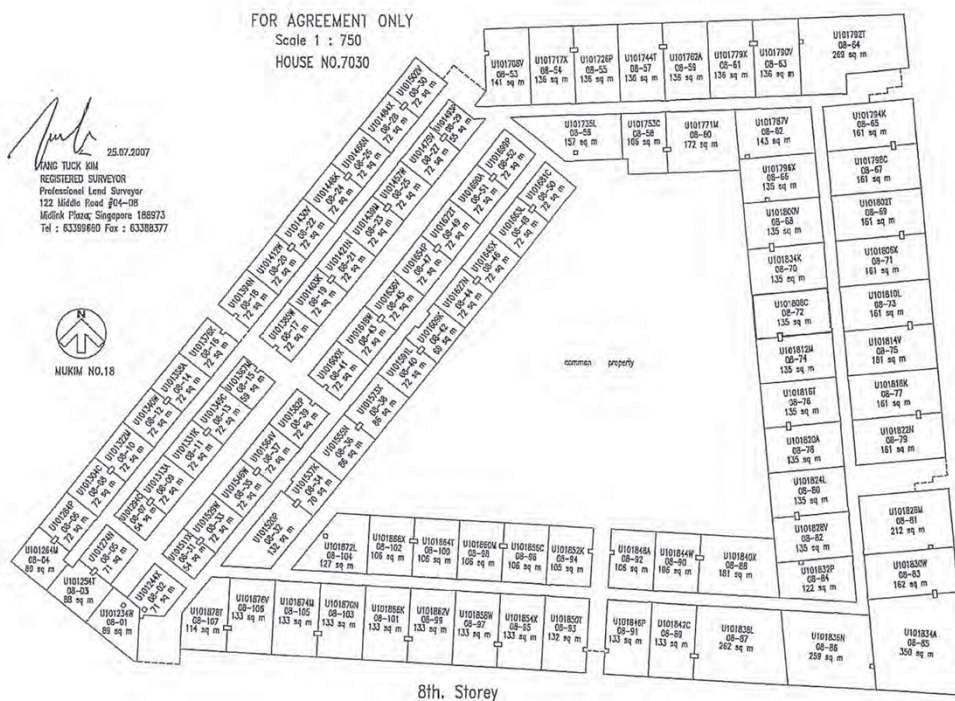
⁴⁷³ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC15.

⁴⁷⁴ Plaintiff's Supplementary Bundle of Affidavit of Evidence in Chief at SAEIC16; Agreed Bundle of Documents, vol 5, p 4307.

⁴⁷⁵ Agreed Bundle of Documents, vol 5, p 4317.

⁴⁷⁶ Agreed Bundle of Documents, vol 5, p 4327.

Annex B



Annex C

Item in Scott Schedule	Orion-One's liability	Sanchoon's liability	Relevant warranty
Roof			
1. For the main plastered and painted elevations, the condition of both the plaster and paint at the roof level was poor.	See [91]–[102]	See [91]–[102]	- External precast concrete cladding warranty - Tile adhesives and bonding agents warranty

Item in Scott Schedule	Orion-One's liability	Sanchoon's liability	Relevant warranty
2. The plasterwork was prone to moisture staining due to poor application, detailing and cracking; dirt staining due to poor and insufficient detailing; debonding due to insufficient bonding and plaster thickness; and poor patching due to poor quality and incomplete workmanship.	See [103]–[108]	See [103]–[108]	- External precast concrete cladding warranty - Tile adhesives and bonding agents warranty
3. The quality of paintwork application on metal items was poor. Paintwork was flaking off because there was an insufficient bond with the galvanised metal layer below. This indicated that either the incorrect or no primer had been used.	See [111]–[112]	See [111]–[112]	- External precast concrete cladding warranty - Tile adhesives and bonding agents warranty
4. A similar defect is also noted at the air-handling ductwork.	See [111]–[112]	See [111]–[112]	

Item in Scott Schedule	Orion-One's liability	Sanchoon's liability	Relevant warranty
5. There was also paintwork detachment at the service pipework. There was a lack of a good paintwork bond.	See [111]–[112]	See [111]–[112]	
6. The Service rooms and staircase housings' plasterwork was prone to both shrinkage and dissimilar movement plaster cracking. The resulting rainwater ingress then led to deterioration of the paint finish.	See [92]–[96], [101]–[102]	See [92]–[96], [101]–[102]	- Tile adhesives and bonding agents warranty
7. There is also poor detailing around the door opening, which did not include any projection at the door head, so as to direct rainwater away from the door opening. Rainwater ingress and corrosion at the door head then resulted.	See [114]–[115]	See [158]–[164]	
8. The door threshold was also vulnerable to rainwater ingress, and it was poorly constructed. In effect there was no significant step between the external and internal floor finishes. A simple kerb had been formed only. Rainwater, running down the door face, was then prone to seep inside.	See [116]–[117]	See [158]–[164]	

Item in Scott Schedule	Orion-One's liability	Sanchoon's liability	Relevant warranty
9. In the case of the parapet walls, the plasterwork was also badly cracked and this subsequently damaged the paint finish. As such, it would be necessary to rectify the defective plasterwork before repainting works were undertaken.	See [92]–[104]	See [92]–[104]	- External precast concrete cladding warranty - Tile adhesives and bonding agents warranty
10. There is dissimilar movement cracking at the external parapet wall faces, highlighting poor construction techniques. The profile of the cracking followed the lines of the beam and column structure.	See [94]–[96]	See [94]–[96]	- External precast concrete cladding warranty - Tile adhesives and bonding agents warranty
11. In the case of the parapet walls' waterproofed upstands, it was apparent that there was cracking to the bases. The plaster 'skim' coat was detaching. The skim coat needed to be hacked off (without damaging the rooftop waterproofing), and then replaced, properly bonded to the substrate.	See [99]–[100]	See [99]–[100]	- External precast concrete cladding warranty - Tile adhesives and bonding agents warranty - Waterproofing/ watertightness of deck areas, landscaping, planets, pes/ open terrace and other areas at roof deck

Item in Scott Schedule	Orion-One's liability	Sanchoon's liability	Relevant warranty
12. There were upstand issues in relation to the uPVC vent pipes. At some locations, there was an insufficient waterproofing upstand. the waterproofing should have extended up the pipework at least 150mm above the finished roof level. The pipework was inconsistently supported with concrete plinths.	See [118]–[119]	See [118]–[119]	- Waterproofing/ watertightness of deck areas, landscaping, planets, pes/ open terrace and other areas at roof deck
13. In the case of the lightning conductor strips at the parapet walls, these were poorly installed. Not only were the strips partially painted over, they were poorly located. The strips should have been located at the wall's outer edge, as opposed to the centre.	See [107]–[108] and [120]–[121]	See [107]–[108] and [120]–[121]	
14. The parapet walls were also moisture stained, as a result of plaster cracking. Such cracking then led to further deterioration of the paintwork.	See [92]–[96] and [103]–[104]	See [92]–[96] and [103]–[104]	- Waterproofing/ watertightness of deck areas, landscaping, planets, pes/ open terrace and other areas at roof deck

Item in Scott Schedule	Orion-One's liability	Sanchoon's liability	Relevant warranty
15. As for the main elevations, the plasterwork was prone to moisture staining due to poor detailing and cracking, dirt staining due to poor and insufficient detailing, debonding due to insufficient bonding and plaster thickness, and poor patching due to poor quality and incomplete workmanship.	See [92]–[119]	See [92]–[119]	- External precast concrete cladding warranty - Tile adhesives and bonding agents warranty
16. The quality of paintwork application was poor. Paintwork was flaking off, because there was an insufficient bond with the galvanised metal layer below.	See [118]–[119]	See [118]–[119]	- External precast concrete cladding warranty - Tile adhesives and bonding agents warranty
Fire escape staircases (external)			
17. There is rainwater ingress at the exposed wall face and also internal rainwater ingress.	See [114]–[115]	See [158]–[164]	
18. At Staircase No. 6 at the top floor level, there was rainwater ingress at the roof and wall face junction. This indicated a lack of complete waterproofing at the external upstand.	See [123]–[124]	See [123]–[124]	

Item in Scott Schedule	Orion-One's liability	Sanchoon's liability	Relevant warranty
19. External roof repairs were necessary, below the screed level, in order to ensure that there was a complete waterproofing membrane installed both across the roof surface and then up the wall face (by 150mm).	See [123]–[124]	See [123]–[124]	- Waterproofing/ watertightness of deck areas, landscaping, planets, pes/ open terrace and other areas at roof deck - Elastic membrane to flat roof warranty
20. In the case of the external metal fire escape staircase, which comprised galvanised steel, there were significant defects.	See [125]–[126]	See [125]–[126]	- Galvanising to metalworks warranty
21. Due to poor handling at the installation stage, the galvanised layer had been damaged and then roughly patched over. Not only was the finishing ugly, the brush-applied coating would be more vulnerable to failure than the original coating.	See [125]–[126]	See [125]–[126]	- Galvanising to metalworks warranty
22. There was rainwater run-off and staining, which also affected the poorly detailed door installations.	See [114]–[115]	See [158]–[164]	

Item in Scott Schedule	Orion-One's liability	Sanchoon's liability	Relevant warranty
23. The staircase fixings were shallow, being covered with a thin layer of plaster, which was now detaching. Corrosion was also evident.	See [127]–[128]	See [158]–[164]	
24. The thin plaster layer, in addition to detaching, would allow rainwater ingress to occur. Such cracks which would trap moisture.	See [127]–[128]	See [158]–[164]	- Tile adhesives and bonding agents warranty
25. There was dissimilar movement cracking, in addition to the detachment of what appeared to be a thin skim coat.	See [94]–[96]	See [94]–[96]	- Tile adhesives and bonding agents warranty
Elevations			
26. The elevations were finished with plaster and paint and they were in a poor state (due to poor construction).	See [70]–[78], [92]–[98], and [103]–[115]	See [70]–[78], [92]–[98], and [103]–[115]	- External precast concrete cladding warranty - Tile adhesives and bonding agents warranty

Item in Scott Schedule	Orion-One's liability	Sanchoon's liability	Relevant warranty
27. Typical defects included the following, being:- a. Patchy finishes. b. Rainwater ingress. c. Plaster shrinkage cracking. d. Dissimilar movement cracking. e. Diagonal panel cracking. f. Staining at cracked surfaces. g. Vulnerable plaster grooves. h. Horizontal ledges and rainwater backflow. i. Rainwater ingress and egress at balconies. j. Staining at ledges. k. Corrosion at railings.	See [70]–[78], [92]–[98], and [103]–[117]	See [70]–[78], [92]–[98], and [158]–[164]	- External precast concrete cladding warranty - Tile adhesives and bonding agents warranty
28. Various problems were noted, including rainwater ingress, plaster cracking and staining.	See [92]–[98], [103]–[108], and [113]–[117]	See [92]–[98], [103]–[108], and [158]–[164]	- External precast concrete cladding warranty - Tile adhesives and bonding agents warranty

Item in Scott Schedule	Orion-One's liability	Sanchoon's liability	Relevant warranty
29. The problem of cracking was leading to rainwater ingress. There were two types of plaster cracking present, being random shrinkage cracking and also regular dissimilar movement cracking. Both types of plaster cracks needed to be repaired, prior to any repainting.	See [92]–[96]	See [92]–[96]	- External precast concrete cladding warranty - Tile adhesives and bonding agents warranty
30. The wall plaster and paint was more fundamentally defective.	See [92]–[98], [101]–[110], and [113]–[117]	See [92]–[98], [101]–[110], and [158]–[164]	- External precast concrete cladding warranty - Tile adhesives and bonding agents warranty
31. Overall, the plasterwork was in a very poor state, and it was apparent that the structure was absorbing rainwater. In addition, the horizontal grooves were also considered to be vulnerable to rainwater ingress, being thinner than the general plaster thickness and, in effect, creating points of weakness.	See [92]–[98], [103]–[110], and [113]–[117]	See [92]–[98], [103]–[110], and [158]–[164]	- External precast concrete cladding warranty - Tile adhesives and bonding agents warranty

Item in Scott Schedule	Orion-One's liability	Sanchoon's liability	Relevant warranty
32. The profile of the elevations included predominately horizontal surfaces where rainwater would be more prone to enter the building.	See [105]–[106]	See [105]–[106]	- External precast concrete cladding warranty - Tile adhesives and bonding agents warranty
33. The presence of horizontal surfaces was also leading to very obvious staining due to dirt collection and subsequently the collected dirt washing off resulting in staining. This was also noted at the parapets and also at the ledges.	See [105]–[106]	See [105]–[106]	- External precast concrete cladding warranty - Tile adhesives and bonding agents warranty
Tiled walkways and balconies			
34. In the case of the open walkways, obvious defects included corrosion at the railing bases, detaching tiling and rainwater ingress and egress.	See [70]–[78], [129]–[131]	See [70]–[78], [129]–[131]	- Tile adhesives and bonding agents warranty - Galvanising to metalworks warranty
35. In the case of the seepage issue, rainwater was entering through the tiled finish, and it was then seeping down and out at the façade's own plaster cracking.	See [129]–[131]	See [129]–[131]	- External precast concrete cladding warranty - Tile adhesives and bonding agents warranty

Item in Scott Schedule	Orion-One's liability	Sanchoon's liability	Relevant warranty
36. A similar issue existed in respect of the balcony and patio areas. Rainwater was seeping in and then out from the structures, in addition to problems of flaking paintwork and, often, rainwater seepage into the units themselves.	See [70]–[78]	See [70]–[78]	- External precast concrete cladding warranty - Tile adhesives and bonding agents warranty
37. Overall the result was both unsightly and it was also leading to general deterioration of the finishes due to construction failure.	See [70]–[78], [129]–[131]	See [70]–[78], [129]–[131]	- Tile adhesives and bonding agents warranty
38. It was also very obvious that many of the balconies' finished floor levels were too high. This then led to rainwater ingress. The balcony levels should have been lower than the internal levels by approximately 150mm.	See [70]–[78]	See [70]–[78]	
39. It was also apparent, as for the parapet walls and external elevations, that the plasterwork was badly cracked, and that the application of a paint coating over the cracking had not solved the defect.	See [91]–[97], [102]–[107], [112]–[116]	See [91]–[97], [102]–[107], [158]–[164]	- External precast concrete cladding warranty - Tile adhesives and bonding agents warranty

Item in Scott Schedule	Orion-One's liability	Sanchoon's liability	Relevant warranty
40. The poor external appearance at such locations, and at the elevations in general also included the poor glazing detailing. The flush finish, with no window head or projection, led to vulnerable edge details, a poor seal and staining. Projecting flashings needed to be installed to shed the rainwater away from the cladding.	See [114]–[115]	See [158]–[164]	- External precast concrete cladding warranty - Tile adhesives and bonding agents warranty
41. More generally, there was an issue of debonding floor tiling and tiling breakage, due to a lack of proper movement joints and complete bedding respectively.	See [129]–[131]	See [129]–[131]	- Tile adhesives and bonding agents warranty
Railings			
42. Throughout the site, at the walkways, balconies and car park areas, there was a problem of corroding railings.	See [70]–[78]	See [70]–[78]	- Galvanising to metalworks warranty
43. Corrosion was occurring at the welded sections being both the vertical and horizontal railing joints, and also at the railing to railing joints.	See [70]–[78]	See [70]–[78]	- Galvanising to metalworks warranty
44. It was likely that such welded joints had not been primed properly, if at all, prior to painting.	See [70]–[78]	See [70]–[78]	

Item in Scott Schedule	Orion-One's liability	Sanchoon's liability	Relevant warranty
45. In addition, the railing bases were often installed too close to the wall edge, and so there was both a problem of stability and also detaching plaster cover. The railings needed to be set-back, in addition to carefully priming and painting and plastering.	See [70]–[78]	See [70]–[78]	
Driveway			
46. The driveway was of a similar constructional quality to the main building.	See [132]–[133]	See [132]–[133]	
47. The driveway and aprons were prone to cracking (and possible, localised, settlement), and patch repairs had failed to rectify the defects.	See [132]–[133]	See [132]–[133]	

Item in Scott Schedule	Orion-One's liability	Sanchoon's liability	Relevant warranty
Car park ramp			
48. Not only was the ramp understood to be slippery when wet, but it was apparent that the adjacent finishes were poor, as with the main elevations. The ramp finish needed grooves to be set to an outward fall, as opposed to multiple indented circles that trapped water. In addition, there was cracking through the ramp slab, also leading to surface water seepage and potential spalling.	See [91]–[97], [102]–[107], [112]–[116], [134]–[135]	See [91]–[97], [102]–[107], [134]–[135], [158]–[164]	
49. In addition, the applied paint coat was detaching and the plasterwork was cracking.	See [91]–[97], [102]–[107], [112]–[116]	See [91]–[97], [102]–[107], [158]–[164]	
50. The edge railings were poorly installed.	See [70]–[78]	See [70]–[78]	
51. The railings were not set out correctly, and so the base fixings were too close to the wall face. As such, the thin plaster cover was prone to crack and detach.	See [70]–[78]	See [70]–[78]	
52. The detached plaster then exposed the fixings, which would then corrode, in addition to being loose.	See [70]–[78]	See [70]–[78]	

Item in Scott Schedule	Orion-One's liability	Sanchoon's liability	Relevant warranty
Fire escape staircase (internal)			
53. The staircases were prone to rainwater damage and staining.	See [114]–[115]	See [158]–[164]	
54. The presence of unprotected openings allowed rainwater to enter the staircases, and then to damage and stain the internal finishes.	See [114]–[115]	See [158]–[164]	
55. In addition, it was considered the case that the access ways were not clear. It was apparent that the fire hose reel casings projected out into the lobbies. The lobby width was compromised.	See [136]–[137]	See [136]–[137]	
56. The problem, which was considered a safety hazard, was noted at the smoke-stop lobbies in general.	See [136]–[137]	See [136]–[137]	
Ninth floor			
57. At the ninth floor, and as noted within many of the units, there was diagonal cracking at many of the infill wall panels.	See [70]–[78]	See [70]–[78]	
58. The cracking was relatively straight, but diagonal, and it could extend through the thickness of the wall panel too.	See [70]–[78]	See [70]–[78]	

Item in Scott Schedule	Orion-One's liability	Sanchoon's liability	Relevant warranty
59. Such cracking was noted at various locations and it was not limited to one particular area.	See [70]–[78]	See [70]–[78]	
60. At the internal and external walkway interfaces, there was also a problem of uncontrolled rainwater ingress. There was no proper weather protection, which then allowed rainwater to flow down the adjoining wall faces, causing staining and damage.	See [114]–[115]	See [158]–[164]	
Eighth floor			
61. There were common issues noted, being that of broken tiling (due to unsupported tiling) and also debonded tiling.	See [129]–[130]	See [129]–[130]	- Tile adhesives and bonding agents warranty
62. The debonding tiling would be caused by insufficient movement joints and also insufficiently cured base screeds or slabs prior to the laying of the tiles.	See [129]–[130]	See [129]–[130]	- Tile adhesives and bonding agents warranty
63. Furthermore, the tile joints, being poorly grouted, allowed rainwater ingress and egress and including the presence of resultant deposits.	See [129]–[130]	See [129]–[130]	- Tile adhesives and bonding agents warranty

Item in Scott Schedule	Orion-One's liability	Sanchoon's liability	Relevant warranty
Seventh floor			
64. The floor slab was irregular and there had been some patching, possibly in an attempt to overcome the issue of ponding.	See [138]–[139]	See [138]–[139]	
65. However, the patching was rough and the coating was prone to debond, partially because the substrate was smooth and it had not been roughened in order to provide a better key.	See [138]–[139]	See [138]–[139]	
66. The ramps were slippery when wet and this was likely due to the finish, which tended to trap rainwater, as opposed to letting it drain to the ramp edges.	See [134]–[135], and [138]–[139]	See [134]–[135], and [138]–[139]	
Sixth floor			
67. Towards the centre of the building, and close to the visitors' parking area, there was significant ponding present.	See [138]–[139]	See [138]–[139]	
68. Notably, the slab falls were irregular, and it was not necessarily the case that surface water flowed to the outlets.	See [138]–[139]	See [138]–[139]	
69. Omitted.	-	-	

Item in Scott Schedule	Orion-One's liability	Sanchoon's liability	Relevant warranty
Fifth floor			
70. It was apparent that the floor slab had been patched, and that the patch repairs were failing.	See [138]–[139]	See [138]–[139]	
71. In addition, there was ponding present, and the road markings were failing.	See [138]–[141]	See [138]–[141]	
Fourth floor			
72. There is a presence of ponding, including close to the drainage outlets.	See [138]–[139]	See [138]–[139]	
73. Notable wall signage had also detached, which had originally been applied with double sided tape. Signage related to fire fighting equipment should have been securely installed.	See [142]–[143]	See [142]–[143]	
74. As for the remaining levels, but despite the lower, more sheltered outlook, the ramp finishes were of poor quality and exhibited detaching paintwork over cracked wall plaster.	See [91]–[97], [102]–[107], [112]–[116], [134]–[135]	See [91]–[97], [102]–[107], [134]–[135], [158]–[164]	
Third floor			
75. The finishes were of a poor quality.	See [94]–[96], and [99]–[100]	See [94]–[96], and [99]–[100]	

Item in Scott Schedule	Orion-One's liability	Sanchoon's liability	Relevant warranty
76. The thin plaster skim coat was detaching, and one section had debonded and fallen.	See [94]–[96], and [99]–[100]	See [94]–[96], and [99]–[100]	
77. At the point of failure the plaster was noted to be very thin, and the substrate was smooth, providing insufficient key or bond.	See [94]–[96], and [99]–[100]	See [94]–[96], and [99]–[100]	
78. At the ramp area, the ramp slab was poorly finished and the adjacent railings were prone to poor setting out, corrosion and plaster detachment.	See [91]–[97], [102]–[107], [112]–[116], [134]–[135]	See [91]–[97], [102]–[107], [134]–[135], [158]–[164]	
79. There was dissimilar movement cracking at the structure and infill panel junctions. Such crack profiles indicated a lack of care at the construction stage.	See [94]–[96]	See [94]–[96]	
Second floor			
80. The second floor level also suffered from a significant ponding problem, including at the central driveway area. Rainwater was flowing towards the area and not towards the floor traps.	See [134]–[135], and [138]–[139]	See [134]–[135], and [138]–[139]	
First floor			
81. There are defects related to the finishes.	See [107]–[108]	See [107]–[108]	

Item in Scott Schedule	Orion-One's liability	Sanchoon's liability	Relevant warranty
82. The paintwork was detaching, indicating a lack of bond between the paint layers.	See [107]–[108]	See [107]–[108]	
Units			
83. Defects including leakage, wall cracking, staining, corroding railings, balcony leakage and pipework leakage.	See [91]–[108], [111]–[112], and [114]–[119]	See [91]–[108], [111]–[112], and [158]–[164]	- Aluminium works and glazing warranty - Galvanising to metalworks warranty
84. The defects related to rainwater ingress at the balcony areas, via the external wall plaster and also at the window frame and wall plaster junctions.	See [91]–[108], [111]–[112], and [114]–[119]	See [91]–[108], [111]–[112], and [158]–[164]	- Aluminium works and glazing warranty - Waterproofing/ watertightness of deck areas, landscaping, planets, pes/ open terrace and other areas at roof deck

Item in Scott Schedule	Orion-One's liability	Sanchoon's liability	Relevant warranty
85. Other, common, defects related to staining (due to poor detailing and construction) and also corroding railings, due to poor construction.	See [91]–[108], [111]–[112], and [114]–[119]	See [91]–[108], [111]–[112], and [158]–[164]	- Waterproofing/ watertightness of deck areas, landscaping, planets, pes/ open terrace and other areas at roof deck
86. In the case of the balcony leakage it was very common to find that the balcony had been constructed to a higher level than the internal floor level. This was a fundamental defect. The balcony should have been at a lower level. As such, rainwater tended to seep in at the door thresholds and wall junctions. It was also apparent that there was leakage at the balcony flooring and wall junctions, indicating a lack of proper or any waterproofing upstand.	See [91]–[108], [111]–[112], and [114]–[119]	See [91]–[108], [111]–[112], and [158]–[164]	- Waterproofing/ watertightness of deck areas, landscaping, planets, pes/ open terrace and other areas at roof deck
87. It was also apparent that many of the units suffered from internal wall panel cracking, which was similar to that noted at the common property corridors.	See [91]–[108], [111]–[112], and [114]–[119]	See [91]–[108], [111]–[112], and [158]–[164]	

Item in Scott Schedule	Orion-One's liability	Sanchoon's liability	Relevant warranty
88. At various units it was apparent that there was pronounced diagonal cracking at the brick or blockwork panels. Furthermore, the cracking was generally occurring through the full wall thickness, through common corridor wall.	See [91]–[108], [111]–[112], and [114]–[119]	See [91]–[108], [111]–[112], and [158]–[164]	
89. Typically such cracking would be due to movement within the infill panels themselves, often related to the use of blockwork.	See [91]–[108], [111]–[112], and [114]–[119]	See [91]–[108], [111]–[112], and [158]–[164]	
90. The cracks needed to be repaired, not superficially, and once it was confirmed that there was no thermal or moisture movement that could lead to further cracking.	See [91]–[108], [111]–[112], and [114]–[119]	See [91]–[108], [111]–[112], and [158]–[164]	