

**IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE**

**[2019] SGHC 72**

Criminal Case No 53 of 2018

Between

Public Prosecutor

And

Ewe Pang Kooi

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**JUDGMENT**

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[Criminal law] — [Offences] — [Property] — [Criminal Breach of Trust]

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**Public Prosecutor**

**v**

**Ewe Pang Kooi**

**[2019] SGHC 72**

High Court — Criminal Case No 53 of 2018  
Chan Seng Onn J  
3-6, 17 July 2018; 27 November 2018

15 March 2019

Judgment reserved.

**Chan Seng Onn J:**

**Introduction**

1 The accused, Ewe Pang Kooi (“Ewe”), claimed trial to a total of 50 charges under s 409 of the Penal Code (Cap 224, 22 charges under the 1985 Rev Ed; 28 charges under the 2008 Rev Ed) for criminal breach of trust (“CBT”) by an agent. Given that there was no amendment made to s 409 in the 2008 amendments to the Penal Code, I shall hereinafter refer to both the 1985 Rev Ed and 2008 Rev Ed of the Penal Code as “the Code”.

2 The charges faced by Ewe can be divided into three broad categories:

- (a) Charges relating to Ewe’s role as liquidator for 21 companies (“the liquidator charges”);

- (b) One charge relating to Ewe’s role as receiver for the assets of one Prem Ramchand Harjani (“Harjani”) (“the receiver charge”); and
- (c) Charges relating to Ewe’s role as manager for the bank accounts of Technology Partners International (“TPI”) Singapore Branch (“the TPI charges”).

3 An example of one of the liquidator charges is set out as follows:<sup>1</sup>

That you, EWE PANG KOOI,

On or about between ... in Singapore, did commit criminal breach of trust in the way of your business as an agent, in that you, being at the material time the appointed liquidator of ... and in such capacity was entrusted with dominion over property, namely, the firm’s funds in ... did dishonestly misappropriate a total sum of ... by transferring the said funds into various bank accounts and withdrawing the funds for your own purposes, and you have thereby committed an offence punishable under section 409 of the Penal Code (Chapter 224 ...).

4 The receiver charge is set out as follows:

On or about between 13 November 2010 and 15 April 2011, in Singapore, did commit criminal breach of trust in the way of your business as an agent, in that you, being at the material time the appointed receiver of Prem Ramchand Harjani and in such capacity was entrusted with dominion over property, namely, Prem Ramchand Harjani’s funds in the Malayan Banking Berhad account ... did dishonestly misappropriate a total sum of \$680,990.82, by transferring the said funds into various bank accounts and withdrawing the funds for your own purposes, and you have thereby committed an offence punishable under section 409 of the Penal Code (Chapter 224, Revised Edition 2008).

5 An example of one of the TPI charges is set out as follows:

On or about between ... , in Singapore, did commit criminal breach of trust in the way of your business as an agent, in that you, being at the material time the certified public accountant

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<sup>1</sup> Charge Sheets.

and an agent of Technology Partners International, Inc. Singapore Branch (“TPI”) and in such capacity was entrusted with dominion over property, namely, TPI’s funds in the ... did dishonestly misappropriate a total sum of ... , by transferring the said funds into various bank accounts and withdrawing the funds for your own purposes, and you have thereby committed an offence punishable under section 409 of the Penal Code (Chapter 223, ...).

6 At the end of the trial, I reserved judgment. Having considered the evidence before me and the submissions made by both parties, I find that the Prosecution has made out all 50 charges against Ewe beyond reasonable doubt. Accordingly, I convict Ewe of all 50 charges. I now state my reasons.

### **Undisputed facts**

7 The Defence and the Prosecution have agreed to a comprehensive statement of agreed facts (“SOAF”), the material parts of which are set out below.

### ***Facts relating to Ewe***

8 Ewe is a 65 year-old male Malaysian citizen with Singapore permanent resident status. At all material times, he held professional qualifications as both a Certified Public Accountant (“CPA”) as well as an Approved Liquidator registered with the Accounting and Corporate Regulatory Authority. He was also the managing partner of Ewe Loke & Partners (“ELP”), a Certified Public Accounting firm, and a director of E & M Management Consultants Pte Ltd (“EM”), a firm in the business of providing tax and financial consulting and corporate restructuring services.

9 ELP was registered on 2 September 1998. From 2002 to July 2012, the partners of ELP were Ewe, one Loke Poh Keun (“Loke”), and one Mitsuru Morii (“Morii”). Another accountant, one Farooq Mann (“Farooq”), acted



jointly with Ewe as liquidator for some of the companies. EM was registered on 20 July 1990 by Morii and Ewe. Subsequently, in early 1992, Loke was appointed as an additional director.<sup>2</sup>

***Facts relating to the role of a liquidator and receiver as set out by the parties***

10 I reproduce the key portions of the parties’ SOAF on the role of a liquidator and receiver below.

11 A liquidator is an officer appointed when a company goes into winding up or liquidation. When a company is being wound up, the company’s business ceases to operate and its assets and affairs are handed over to a liquidator, whose powers, duties and functions are set out in s 272 of the Companies Act (Cap 50, 2006 Rev Ed) (“the CA”). The liquidator’s roles include the following:<sup>3</sup>

- (a) Investigate into the affairs and assets of the company, the conduct of its officers and the claims of creditors and third parties;
- (b) Recover and realise the company’s assets in the most advantageous manner to the company;
- (c) Adjudicate the claims of creditors and ensure an equitable distribution of the company’s assets in accordance with the provisions of the CA.

12 When a company goes into receivership, all assets of the company will be transferred into the control of a receiver. A receiver may be appointed by the court or a creditor, and he is entrusted with custody of the property of the company, including its tangible and intangible assets and rights. His

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<sup>2</sup> Statement of Agreed Facts (“SOAF”), paras 1 – 6.

<sup>3</sup> SOAF, para 7.

responsibility is to liquidate all available assets and rights of the company, and ensure as much debt as possible is repaid to the creditors.<sup>4</sup>

13 When the accused was appointed as a liquidator or receiver by the companies, he was authorised to have control over the bank accounts and assets of the companies, in order for him to make payments to creditors and to recover the companies' assets.<sup>5</sup>

***Facts relating to the liquidator charges***

14 Ewe was appointed as a liquidator for the following companies ("the 21 companies"). The sequence of the 21 companies as listed in the table below follow the exact sequence as they appear in the SOAF:<sup>6</sup>

<b>Name of company</b>	<b>Date of appointment</b>	<b>Remarks</b>
Quality Stainless Pte Ltd	31 October 2003	Joint liquidator with Loke
Grandlink Group Pte Ltd	26 March 2001	Joint liquidator with Loke
Tuan Huat Construction Pte Ltd	21 September 2001	Joint liquidator with Loke
Nian Chuan Construction Pte Ltd	13 September 2002	Joint liquidator with Loke
Peoy Contractor Pte Ltd	30 June 2003	Joint liquidator with Loke
San International Pte	11 April 1997	Joint liquidator with

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<sup>4</sup> SOAF, para 8.

<sup>5</sup> SOAF, para 10.

<sup>6</sup> SOAF, para 11.

Ltd		Loke
Multimend (S) Pte Ltd	28 April 2000	Joint liquidator with Loke
JSP Films Pte Ltd	1 February 1999	Joint liquidator with Loke
Inter-park Limited	12 November 1999	Joint liquidator with Loke
Camphill Limited	12 November 1999	Joint liquidator with Loke
Ernismore Holdings Pte Ltd	24 March 2000	Joint liquidator with Loke
3PAR Singapore Pte Ltd	28 September 2011	
3COM South Asia Pte Ltd	25 November 2011	
Mercury Interactive (Singapore) Pte Ltd	10 June 2009	
Compaq Asia Pte Ltd	30 September 2009	
Compaq Computer Asia Pte Ltd	26 October 2009	
Compaq Computer Asia/Pacific Pte Ltd	26 October 2009	
A.S.K. Solutions Pte Ltd	16 October 2009	
Premier Learning Consultants Pte Ltd	26 June 2009	
Jack Chia Holdings (S) Pte Ltd	24 March 2000	Joint liquidator with Loke

Nomura Asia Property Investment Pte Ltd	15 March 2010	Joint liquidator with Farooq
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15 At the commencement of liquidation, Ewe transferred the assets of the 21 companies into various bank accounts for which he was an authorised signatory.

16 In summary, between February 2002 and July 2012, Ewe used the moneys from the bank accounts of the 21 companies to gamble, repay his gambling debts, or to reinstate the amounts that he had taken from other companies. The specific facts pertaining to each of the charges involving Ewe acting in his capacity as liquidator are set out in the Annex (see [A.1] to [A.133]).<sup>7</sup> The order in which the facts pertaining to each of the charges are set out in the Annex follow the exact sequence as they appear in the SOAF.

***Facts relating to the receiver charge***

***50<sup>th</sup> Charge: TRC 900029/2015***

17 Ewe was appointed as the receiver to take control of the assets owned by Harjani. Ewe deposited the following cheques amounting to S\$680,990.82 into ELP's Maybank Clients' account which represented the assets of Harjani that he received on behalf of Merrill Lynch Pierce, Fenner & Smith Incorporated ("Merril Lynch").

Date of cheque	Amount (S\$)
11 November 2010	378,981.90
13 April 2011	248,194.10

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<sup>7</sup> SOAF, paras 16 – 148.

13 April 2011	53,814.82
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18 Between 13 November 2010 and 15 April 2011, Ewe issued the following cheques from ELP's Maybank Clients' account. These cheques amounted to a total of S\$680,000, which were made payable to the stated payees:

Date of cheque	Amount (S\$)	Payee
13 November 2010	150,000.00	Cash
15 November 2010	150,000.00	Cash
24 November 2010	80,000.00	Cash
14 April 2011	150,000.00	Cash
14 April 2011	20,000.00	EM
15 April 2011	130,000.00	Cash

19 The moneys which were deposited into ELP's Maybank Clients' account were subsequently withdrawn by Ewe. Based on the withdrawals from the said clients' account:

- (a) The sum of S\$378,981.90 deposited on 11 November 2010 had been wholly withdrawn by the accused through the above cheques drawn from the clients' account;
- (b) From the sums of S\$247,194.10 and S\$53,814.82 deposited on 13 April 2011, S\$300,000 was withdrawn by the accused through the above cheques drawn from the clients' account.

20 The accused used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

21 None of the above moneys were used to pay for any expenses relating to Harjani. As a result, Ewe misused \$678,981.90 belonging to Harjani.<sup>8</sup>

***Facts relating to the TPI charges***

22 In 2007, TPI engaged EM to manage its Singapore branch's Standard Chartered bank account. Pursuant to this purpose, Ewe was appointed as one of four signatories of TPI Singapore Branch's bank account.

23 The officers of TPI Singapore Branch were one Gerald Clark and one Arno Franz. They, together with Ewe and Morii, were the four signatories of TPI Singapore Branch's bank account. Ewe was made one of the authorised signatories of TPI Singapore Branch's bank account as part of EM's engagement to provide bank account management services to TPI Singapore Branch. To make any authorised withdrawal from TPI Singapore Branch's bank account, approval from Gerald Clark was required.

24 As two signatories were required for cheque withdrawals or fund transfers from the bank account, Ewe asked Morii to pre-sign blank cheques and transfer request forms. Morii did so as he trusted Ewe.

25 Using the pre-signed cheques, Ewe either issued cash cheques from TPI's bank accounts or cheques to a bank account of ELP or EM.<sup>9</sup>

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<sup>8</sup> SOAF, paras 150 – 153.

<sup>9</sup> SOAF, paras 154 – 157.

26 In summary, between December 2007 and July 2012, Ewe used the moneys from TPI Singapore Branch's Standard Chartered Bank account to gamble, to repay gambling debts, or to reinstate the amounts that he had removed from other companies' accounts previously. The specific facts pertaining to each of the charges involving Ewe acting in his capacity as manager for the bank account of TPI Singapore Branch are set out in the Annex (see [A.134] to [A.151]).<sup>10</sup> The order in which the facts pertaining to each of the charges are set out in the Annex follow the exact sequence as they appear in the SOAF.

27 In total, Ewe had misappropriated close to \$41 million from various entities over the course of approximately 10 years.

### The elements of CBT by an agent under s 409 of the Code

28 Section 409 of the Code states:

**Criminal breach of trust by public servant, or by banker, merchant, or agent**

**409.** Whoever, being in any manner *entrusted with property, or with any dominion over property*, in his capacity of a public servant, or *in the way of his business as a banker, a merchant, a factor, a broker, an attorney or an agent*, commits criminal breach of trust in respect of that property, shall be punished with imprisonment for life, or with imprisonment for a term which may extend to 20 years, and shall also be liable to fine. [emphasis added]

29 To make out the charges under s 409 of the Code, the Prosecution has to prove that the following elements are satisfied beyond reasonable doubt:

- (a) Ewe was entrusted with dominion over the moneys;
- (b) the entrustment was done by way of Ewe's business as an agent;

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<sup>10</sup> SOAF, paras 158 – 176.

- (c) Ewe misappropriated the said moneys; and
- (d) Ewe did so dishonestly.

### **The parties' cases**

30 Given that the elements of entrustment with dominion and dishonest misappropriation are not disputed by the Defence, parties understandably focus their submissions on the element of whether Ewe was entrusted with the moneys in the way of his business as an agent.

#### ***Prosecution's case***

31 The Prosecution submits that in order to establish that Ewe was entrusted with the moneys in the way of his business as an agent, it must be shown that:<sup>11</sup>

- (a) First, Ewe was a “professional agent”; and
- (b) Second, the moneys were entrusted to him “in the way of his business” as such agent.

32 In relation to the first requirement, the Prosecution argues that in his capacity as liquidator for the 21 companies, receiver for Harjani on behalf of Merrill Lynch, and manager for the bank accounts of TPI Singapore Branch, Ewe was acting as the *agent* of the 21 companies, Merrill Lynch and TPI Singapore Branch respectively. This is on the basis that he was authorised by these entities to act on their behalf, and that his actions could bind these entities vis-à-vis third parties.<sup>12</sup> The Prosecution further submits that Ewe was a *professional agent* given that he was offering his agency services to the

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<sup>11</sup> Prosecution's Closing Submissions (“PCS”), para 42.

<sup>12</sup> PCS, paras 45, 46, 49 and 51.



community at large, and that he made a living from providing these agency services.<sup>13</sup>

33 In relation to the second requirement, the Prosecution argues that Ewe was entrusted with dominion over the moneys in the course of the commercial activities that he had to undertake as liquidator, receiver and manager for the bank accounts of TPI Branch Singapore. The Prosecution further states that the entrustment of dominion over the moneys was an integral and necessary element of the jobs that Ewe had been appointed to perform.<sup>14</sup>

### ***Defence's case***

34 First, the Defence argues that the business of a professional agent is similar to that of an insurance or property agent.<sup>15</sup> Therefore, given that Ewe's principal business was in his practice as a CPA,<sup>16</sup> he was never in the business of a professional agent, nor did he hold himself out as providing professional agency services.

35 Second, the Defence argues that it was ELP, and not Ewe personally, that was engaged to be the liquidator for the 21 companies and receiver of Harjani's assets on behalf of Merrill Lynch. Similarly, it was EM, and not Ewe personally, that was appointed as manager of the bank accounts for TPI Singapore Branch.<sup>17</sup> Ewe had only acted in his capacity as agent for ELP and EM, and had only performed work in the course of the business of ELP and

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<sup>13</sup> PCS, para 52.

<sup>14</sup> PCS, paras 61 and 62.

<sup>15</sup> DCS, para 35.

<sup>16</sup> DCS, para 30.

<sup>17</sup> DCS, paras 80, 82, 84 and 85.

EM.<sup>18</sup> Therefore, Ewe was not even an agent of the 21 companies, Merrill Lynch, or TPI, let alone a professional agent.

### **My decision**

36 Given the undisputed facts before me, and the manner in which Ewe was entrusted with dominion over the moneys in the course of his various appointments as liquidator, receiver, and manager of the bank accounts for TPI Singapore branch, I am satisfied that all 50 charges against Ewe have been made out beyond reasonable doubt.

37 At the outset, I note that Ewe does not deny that when he was appointed as liquidator of the 21 companies and receiver for the assets of Harjani, he had been entrusted with the moneys stated in all the charges save for the TPI charges.<sup>19</sup> With regard to the TPI charges, upon closer scrutiny of the Defence's Closing Submissions, it appears that the Defence does not actually dispute that Ewe had been entrusted with the moneys belonging to TPI, only that he was entrusted with the moneys in his capacity as the "certified public accountant" and "agent" of TPI.<sup>20</sup>

38 Further, Ewe does not deny that, having been entrusted with these moneys, he had dishonestly misappropriated the said moneys.<sup>21</sup>

39 Therefore, the Defence does not dispute that elements (a), (c) and (d) of the offence under s 409 of the Code (as set out at [29] above) have been made out. For completeness, I will briefly address these elements, before moving to

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<sup>18</sup> DCS, para 75(b)(iv), (v) and 82(b).

<sup>19</sup> Defence's Closing Submissions ("DCS"), para 25.

<sup>20</sup> DCS, para 27.

<sup>21</sup> DCS, para 25.

consider the primary issue of whether Ewe had been entrusted with the said moneys *in the way of his business as an agent*.

***Whether Ewe was entrusted with dominion over the moneys***

40 It is clear from the SOAF that Ewe was entrusted with dominion over the moneys in his various roles as liquidator for the 21 companies, receiver for Harjani, and manager for the bank account of TPI Singapore Branch. A general degree of control over the moneys is sufficient to establish dominion and there is no need to prove sole or exclusive dominion: see *Hon Chi Wan Colman v Public Prosecutor* [2002] 2 SLR(R) 821 at [50] and [54]. Having been appointed liquidator for the 21 companies, Ewe was able to transfer the assets of these 21 companies upon the commencement of liquidation into bank accounts for which he was an authorised signatory. Similarly, having been appointed receiver for the assets of Harjani, Ewe was able to transfer Harjani's assets into a bank account for which he was an authorised signatory. Upon being engaged to manage the bank account of TPI Singapore Branch, Ewe was made an authorised signatory of the bank account. Even though two signatories were required to make any transfers from the bank account, Ewe stated that he had asked Morii to pre-sign cheques and transfer forms, which therefore allowed Ewe to unilaterally make transfers. Ewe therefore had dominion over the moneys in TPI Singapore Branch's bank account.

***Whether Ewe had dishonestly misappropriated the moneys which he was entrusted with dominion over***

41 It is also clear from the SOAF that Ewe had dishonestly misappropriated the moneys which he was entrusted with. The SOAF repeatedly states that Ewe had used the moneys that he had been entrusted with to gamble, to repay his own gambling debts, or to reinstate the amounts that he had removed from other

companies' accounts previously. It is also stated in the SOAF that none of the amounts which were taken from each company were used to pay the expenses of that particular company.

***Whether Ewe was entrusted with the moneys in the way of his business as a professional agent***

42 The sole element of the offence that is in dispute is whether Ewe had been entrusted with the moneys which he dishonestly misappropriated *in the way of his business as an agent* within the meaning of s 409 of the Code. In my view, the manner in which Ewe was entrusted with the moneys in his various roles as liquidator, receiver and manager for the bank accounts of TPI Singapore Branch, represents the quintessential case of an individual who has been entrusted with moneys in the way of his business as a professional agent.

43 The scope and definition of the phrase “in the way of his business as ... an agent” in s 409 of the Code was recently considered by the Court of Appeal in *Public Prosecutor v Lam Leng Hung and others* [2018] 1 SLR 659 (“*Lam Leng Hung*”). The Court of Appeal concluded at [286] that both the text and context of s 409 indicate that “in the way of his business as a banker, a merchant, a factor, a broker, an attorney or an agent” only encompasses persons who are entrusted with property or dominion over it in the course of the commercial activities of their trusted trades or professions – including those who are in the business of agency (*ie*, professional agents). The Court of Appeal further defined a professional agent as “a person who offers, as his trade, profession or business, agency services to interested clients in return for remuneration” (at [126]) or “one who professes to offer his agency services to the community at large and from which he makes his living” (at [285]). Therefore, in order to make out this element of the offence under s 409 of the Code, the Prosecution would have to prove (a) that Ewe’s various roles as liquidator, receiver, and

manager for the bank account of TPI Singapore Branch were those of a “professional agent”, and (b) that he had been entrusted with the moneys in the course of his business as a professional agent.

*Whether Ewe’s various roles can be regarded as those of a professional agent*

44 In my view, Ewe’s roles as liquidator for the 21 companies, receiver for the assets of Harjani, and manager of the bank accounts of TPI Singapore Branch all fall squarely within the meaning of a professional agent as defined in *Lam Leng Hung*.

45 Based on the definition provided by the Court of Appeal, there appear to be three requirements that have to be fulfilled for an individual to be regarded as a professional agent:

- (a) The individual offers *agency services*;
- (b) The individual offers the said services to the *community at large*;  
and
- (c) The individual *receives remuneration* for the said services.

46 In this regard, I note the Defence’s argument that an “agent” within the meaning of s 409 of the Code only refers to agents that are similar to insurance agents or property agents. Therefore, given that Ewe was at all material times practicing as a CPA, he did not practice as a professional agent nor did he make himself out to be one (see above at [34]). With respect, this argument is untenable. The definition of a “professional agent” as stated by the Court of Appeal in *Lam Leng Hung* is not restricted only to agents that are similar to insurance agents or property agents. In my view, as long as the three requirements set out at [45] above are met, an individual would be regarded as

a professional agent even if the other aspects of his duties are dissimilar to that of an insurance agent or property agent. Further, while it is true that Ewe had been practicing as a CPA at all material times, the Defence neglects to mention that Ewe had also been practicing as a liquidator, receiver, and manager for the bank accounts of TPI. Indeed, it is the Prosecution's case that Ewe was operating as a professional agent in his various roles as liquidator, receiver, and manager for the bank account of TPI, which I now turn to consider.

(1) Whether Ewe had provided *agency services*

47 In his roles as liquidator, receiver, and manager for the bank account, Ewe had provided the 21 companies, Merrill Lynch, and TPI Singapore Branch respectively with agency services. In *Ong Han Ling and another v American International Assurance Co Ltd and others* [2018] 5 SLR 549, it was stated at [214] that “[t]he classic definition of an agent is one authorised to create contractual relations with third parties on behalf of the principal.” Similarly, in *Then Khek Koon and another v Arjun Permanand Samtani and another and other suits* [2014] 1 SLR 245, the court stated at [113] that “the irreducible core of any principal/agent relationship is a principal who consensually confers actual, implied or ostensible authority upon the agent and an agent who has the ability, by acting within the scope of his authority, unilaterally to engage the principal’s civil liability.”

48 As liquidator of the 21 companies, Ewe was conferred with actual authority to create contractual relations with third parties on behalf of these companies, thereby making him an agent of these companies. It is settled law that once a company is in liquidation, the board of directors is effectively *functus officio* and the power to run the company vests with the liquidator: see *Walter Woon on Company Law* (Tan Cheng Han gen ed) (Sweet & Maxwell,

Revised 3rd Ed, 2009) at para 17.134. Indeed, as stated in the SOAF, Ewe's main responsibilities as a liquidator were to investigate into the affairs and assets of the companies, recover and realise the companies' assets in the most advantageous manner, and ensure an equitable distribution of the companies' assets to the creditors. In order to carry out his function as liquidator, Ewe would, *inter alia*, have to make contracts with would-be purchasers of the companies' assets, commence suits on behalf of the companies to recover payments or transfers which were wrongfully made, and make and receive payments on behalf of the companies. Indeed, Ewe admitted during cross-examination that upon the commencement of liquidation, control of the company's assets would rest solely in the hands of the liquidator.<sup>22</sup> These actions would invariably bind the companies vis-à-vis third parties.

49 Similarly, as receiver for the assets of Harjani, Ewe was conferred with actual authority by Merrill Lynch to realise Harjani's assets for its benefit. This therefore made him an agent of Merrill Lynch. Ewe explained that when a creditor bank (such as Merrill Lynch) had a debenture over an entity which allowed it to appoint a receiver and manager in the event of a default, and when that entity subsequently defaulted, the creditor bank would then appoint him as a receiver.<sup>23</sup> Ewe would then be tasked to take control of, consolidate, and liquidate the assets of the entity and account for it to the creditor bank.<sup>24</sup> In particular, as receiver for Harjani's assets, Ewe had to liquidate shares and property belonging to Harjani for and on behalf of Merrill Lynch.<sup>25</sup> In order to liquidate these assets, it can reasonably be expected that Ewe would have had

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<sup>22</sup> NE, 17 July 2018, p 60, lines 17 – 19.

<sup>23</sup> NE, 17 July 2018, p 91, lines 11 – 18.

<sup>24</sup> NE, 17 July 2018, p 92, lines 10 – 15.

<sup>25</sup> NE, 17 July 2018, p 91, lines 23 – 28.

to enter into sale and purchase contracts which would have bound Merrill Lynch vis-à-vis third parties, thereby making Ewe an agent of Merrill Lynch.

50 Finally, as the manager for TPI Singapore Branch's bank account, Ewe was also an agent for TPI. As part of the bank account management services that EM provided to TPI, EM would have to monitor TPI's bank account and inform Gerald Clark when TPI received money from its customers, use the moneys in TPI's bank account to pay the salaries of TPI Singapore Branch's employees, and remit the moneys in the bank account to the United States once every three months.<sup>26</sup> It is stated in the SOAF that two signatories were required for cheque withdrawals and/or fund transfers from the TPI's bank account. However, Ewe explained that he had asked Morii to pre-sign blank cheques and transfer request forms, which Morii did as he trusted Ewe.<sup>27</sup> Hence, Ewe effectively had control over TPI's bank account and could make cheque withdrawals and fund transfers unilaterally. Any payments or transfers that Ewe made out of TPI's bank account would therefore bind TPI vis-à-vis the bank, making Ewe an agent of TPI.

51 At this juncture, I note that the Defence has argued that Ewe was merely an agent for ELP and EM, and not an agent for the 21 companies, Harjani, or TPI (see above at [35]). This was on the basis that it was ELP that was appointed to provide the liquidation and receivership services, and EM that was appointed to provide the bank account management services. With respect, I disagree. First, in relation to the Defence's contentions that it was ELP that was appointed as liquidator/receiver, the documentary evidence shows that on the contrary, it was Ewe who was personally appointed as liquidator/receiver. The Defence

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<sup>26</sup> NE, 17 July 2018, p 101 line 17 – p 102 line 17.

<sup>27</sup> SOAF, para 156.



itself cites the court order for the appointment of liquidators for the winding up of Grandlink Group Pte Ltd, which states:<sup>28</sup>

Mr Ewe Pang Kooi ... and Mr Loke Poh Kuen ... both of M/s Ewe, Loke & Partners, be appointed the liquidators of Grandlink Group Pte Ltd's affairs ...

Similarly, the court order for the appointment of the receiver over Harjani's assets states:<sup>29</sup>

... IT IS ORDERED that:-

1. Ewe Pang Kooi ... from M/s Ewe Loke & Partners ... be appointed Receiver in this action ...

Indeed, it was Ewe himself, and not ELP, who had control over the assets of the various entities and who could bind these entities vis-à-vis third parties.

52 Second, in relation to the Defence's contention that it was EM who was the agent of TPI, it is also clear that it was Ewe himself who was appointed as agent of TPI by virtue of him being made a signatory of TPI's bank account. The Standard Chartered bank nomination form states that Ewe was appointed as a signatory by TPI. It was Ewe himself (using the cheques and transfer forms which had been pre-signed by Morii), and not EM, who could make the payments and transfers on behalf of TPI.

53 Ultimately, I agree with the Prosecution that to allow the Defence's argument to succeed would lead to an absurd conclusion, given that all natural persons accused of CBT under s 409 of the Code would be able to escape criminal liability simply by hiding behind the corporate shield.<sup>30</sup> Such an argument also would not sit well with the other trades or professions which are

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<sup>28</sup> DCS, para 82.

<sup>29</sup> Exhibit P123.

<sup>30</sup> Prosecution's Reply Submissions, para 13.

listed in s 409, *ie*, a banker, a merchant, a factor, a broker, an attorney. For example, a banker would ordinarily operate under the auspices of a bank. Clients of the bank would ordinarily make contracts with the bank and not with the banker personally. To find that the interposition of a corporate entity, *ie*, the bank, would absolve the banker of liability would effectively mean that no employee of the bank would ever be found guilty of an offence under s 409.

54 To conclude on this point, I am of the view that Ewe had been providing agency services through his various roles as liquidator, receiver, and manager for TPI Singapore Branch's bank account. I now turn to consider whether he had offered these agency services to the community at large, and whether he received remuneration for these services.

(2) Whether Ewe had offered his services to the community at large for remuneration

55 It is apparent to me that Ewe had offered his services as a liquidator to the community at large for three reasons:

(a) First, Ewe stated under cross-examination that ELP got its insolvency clients through both referrals and walk-ins, which suggests that its liquidation services were offered to the public. In this regard, I note that Ewe had tried to draw a distinction between customers that ELP received via referrals and walk-in customers. Ewe explained that because ELP was not a big-name firm, it would rely mainly on referrals from Ewe's social contacts for clients.<sup>31</sup> Taking Ewe's case at its highest, this would mean that Ewe's services were essentially being offered to the community at large *via Ewe's social contacts*. Therefore, I found it immaterial whether Ewe received his clients from referrals or walk-ins.

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<sup>31</sup> NE, 17 July 2018, p 72 line 25 – p 73 line 32.

In any event, Ewe conceded that ELP would also accept walk-in clients, so long as they passed certain checks as to (a) their ability to pay the liquidator's fees; and (b) the absence of money-laundering or other illegal activities.<sup>32</sup>

(b) Second, Ewe stated that for court-ordered liquidations and creditors' liquidations which require an approved liquidator, companies in need of such services would approach ELP specifically because there were individuals in the firm, such as Ewe, who were qualified as approved liquidators.<sup>33</sup>

(c) Third, Ewe admitted that he had offered his services as liquidator through ELP,<sup>34</sup> and that he was able to act as liquidator in all three types of liquidations *ie*, members' voluntary liquidations, court ordered liquidations, and creditors' liquidations.<sup>35</sup> Indeed, Ewe had acted as liquidator for 68 companies from 2007 to 2012.<sup>36</sup> ELP's consolidated profit and loss accounts for the years 2007 to 2011 also show that ELP had received income from providing "Insolvency" services for each of the years.<sup>37</sup>

56 As regards remuneration, Ewe admitted under cross-examination to receiving fees for the liquidation services that he provided.<sup>38</sup>

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<sup>32</sup> NE, 17 July 2018, p 78, lines 13 – 25.

<sup>33</sup> NE, 17 July 2018, p 55, lines 5 – 18.

<sup>34</sup> NE, 17 July 2018, p 53, lines 7 – 10.

<sup>35</sup> NE, 17 July 2018, p 51, lines 10 – 17.

<sup>36</sup> NE, 17 July 2018, p 61, lines 18 – 25.

<sup>37</sup> Exhibit D1.

<sup>38</sup> NE, 17 July 2018, p 81 line 4 – p 82 line 21.

57 Similarly, Ewe stated that his work as receiver was another one of the services that were offered under ELP.<sup>39</sup> Specifically, in relation to the receivership of Harjani's assets on behalf of Merrill Lynch, Ewe stated that he was first approached by M/s Drew & Napier LLC ("Drew & Napier"). When asked about how Drew & Napier had found out that ELP provided receivership services, Ewe stated that it could be because ELP was an approved liquidator and they would have the licence to do receiverships. Ewe further stated that Drew & Napier had approached ELP for a fee quotation, which ELP duly provided.<sup>40</sup> In my view, by holding itself out to be an approved liquidator which had the license to perform insolvency related services such as liquidation and receivership, ELP, and Ewe himself, were offering these services to the community at large. The fact that a potential client like Drew & Napier could ask ELP for a fee quotation serves to buttress this finding.

58 As regards remuneration, Ewe also admitted to receiving fees for the receivership services that he provided.<sup>41</sup>

59 Finally, in relation to the bank account management services which were provided to TPI, I am also of the view that these services were provided to the community at large, notwithstanding that TPI was the only entity that EM had *actually* provided this service to. Ewe stated that the assignment to manage the bank account of TPI's Singapore Branch was referred to EM through its membership in an international group of independent accountants known as The International Accounting Group ("TIAG").<sup>42</sup> Ewe explained that the group of companies which included ELP and EM were the only members of TIAG in

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<sup>39</sup> NE, 17 July 2018, p 83, lines 17 – 20.

<sup>40</sup> NE, 17 July 2018, p 86 line 22 – p 87 line 1.

<sup>41</sup> NE, 17 July 2018, p 93 line 32 – p 94 line 8.

<sup>42</sup> NE, 17 July 2018, p 31, lines 2 – 9; p 109, lines 20 – 26.

Singapore, therefore any jobs to be done in Singapore would be referred to them. Ewe further stated that although TPI was the only company that EM provided this service to, he would also have been willing to provide this service to other clients if the referring party was one that he trusted.<sup>43</sup> In my view, notwithstanding that Ewe imposed certain conditions which had to be met before he would accept an assignment, the fact remained that he was offering these bank account management services to the community at large via his membership in TIAG. Ewe even admitted that if a referral for such services came from a fellow member firm of TIAG, he would not be able to refuse the referral because there was an understanding that the member firms would assist each other.<sup>44</sup>

60 As regards remuneration, the documentary evidence shows that EM had charged TPI an annual fee of \$3,600 for “professional services rendered in connection with [EM’s] management of the bank account of [TPI] on [TPI’s] behalf”.<sup>45</sup> It is undisputed that Ewe would personally receive a cut of the fees that were charged by EM.<sup>46</sup>

61 To summarise my findings, I am of the view that Ewe’s services as liquidator, receiver, and manager for bank accounts were offered to the community at large, and that he was remunerated for performing these services.

62 Given that all three requirements as set out at [45] above have been made out, it follows that Ewe had been acting as a professional agent. Further, there

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<sup>43</sup> NE, 17 July 2018, p 110, lines 10 – 26; p 112, lines 3 – 15.

<sup>44</sup> NE, 17 July 2018, p 112, lines 9 – 15.

<sup>45</sup> Exhibit D3.

<sup>46</sup> NE, 17 July 2018, p 12, lines 1 – 14.

can be no dispute that Ewe had been entrusted with the moneys in the course of providing these professional agency services. Indeed, it was central to Ewe's roles as liquidator, receiver, and bank account manager for him to be entrusted with dominion over the moneys. Therefore, the final element of the offence under s 409 *ie*, that Ewe was entrusted with dominion over the moneys in the way of his business as an agent, has been made out.

### Conclusion

63 For the aforementioned reasons, I am satisfied that the 50 charges against Ewe have been made out beyond reasonable doubt. Accordingly, I would convict Ewe of all 50 charges.

64 The provision for enhanced punishment in cases where CBT is committed by a professional agent in the course of his business is necessary in safeguarding the integrity of the commercial process. In *Public Prosecutor v Tan Cheng Yew* [2013] 1 SLR 1095, Lee Seiu Kin J stated at [103] that

Where it is normal for the public to rely on a person's trade as a mark of his trustworthiness and integrity, and where such trust facilitates commercial transactions, it is important that such transactions are above board. A commission of CBT by a person in the performance of his trade would shake the confidence of the public in those trades and impede the ability of persons in such trades to serve the public. A breach of trust in such circumstances 'may have severe ... public repercussions'.

The above passage was cited with approval by the Court of Appeal in *Lam Leng Hung* at [463].

65 The reality of modern society is such that one cannot be expected to undertake all tasks on his or her own. Therefore, there is a wide reliance by the public on professional agents for various facets of commercial and domestic

activity. It is inherent in the duties of a professional agent to be entrusted with the property of others. Therefore, it is only where the public has utmost faith in the integrity of these professional agents that the system can function and flourish. I am of the view that the financial services which Ewe had provided all fall squarely within the exact type of mischief that s 409 was intended to curtail. If the public cannot trust its liquidators and receivers to maintain high ethical and professional standards, the entire insolvency process would undoubtedly fall apart.

66 I shall now hear parties' submissions on sentence.

Chan Seng Onn  
Judge

Hon Yi and Nicholas Khoo Tian Lun (Attorney-General's Chambers)  
for the Prosecution;  
Michael Khoo SC, Low Miew Yin Josephine and Cleophas James  
Pfang (Michael Khoo & Partners) for the accused.

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**Annex*****Facts pertaining to charges involving Ewe acting in his capacity as liquidator******25<sup>th</sup> Charge: TRC 900027/2015***

A.1 Between 9 July 2009 and 13 July 2009, Ewe issued the following cheques from ELP's Maybank Clients' account which contained the assets of Mercury Interactive (Singapore) Pte Ltd. These cheques amounted to a total of S\$878,020.00, which were made payable to the stated payees:

<b>Date of cheque</b>	<b>Amount (S\$)</b>	<b>Payee</b>
9 July 2009	700,020.00	TPI
9 July 2009	5,000.00	EM
9 July 2009	100,000.00	Tradition Credit Co Pte Ltd
10 July 2009	3,000.00	Cash
13 July 2009	60,000.00	Tan Kim Sing
14 July 2009	10,000.00	Cash

A.2 Ewe encashed the cash cheques. The moneys which were deposited into EM's Standard Chartered account were subsequently withdrawn by Ewe. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.3 The moneys which were deposited into TPI's bank account were for reinstating the moneys which had previously been taken from TPI. The moneys



which were deposited into Tradition Credit Co Pte Ltd and Tan Kim Sing's bank accounts were for repaying gambling debts.

A.4 None of the above moneys were used to pay for any expenses relating to Mercury Interactive (Singapore) Pte Ltd.

*26<sup>th</sup> Charge: TRC900025/2015*

A.5 Between 10 June 2010 and 11 March 2011, Ewe issued the following cheques from Mercury Interactive (Singapore) Pte Ltd's Malayan Banking Berhad account which contained the assets of the said company. These cheques amounted to a total of S\$90,000.00, which were made payable to the stated payees:

<b>Date of cheque</b>	<b>Amount (S\$)</b>	<b>Payee</b>
10 June 2010	80,000.00	ELP
11 March 2011	10,000.00	Cash

A.6 Ewe encashed the cash cheques. The moneys which were deposited into ELP's Maybank Clients' account were subsequently withdrawn by Ewe. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.7 None of the above moneys were used to pay for any expenses relating to Mercury Interactive (Singapore) Pte Ltd.

*24<sup>th</sup> Charge: TRC 900026/2015*

A.8 Between 13 December 2011 and 19 July 2012, Ewe issued the following cheques from 3Com South Asia Pte Ltd's Malayan Banking Berhad account

which contained the assets of the said company. These cheques amounted to a total of S\$8,520,000.00, which were made payable to the stated payees:

<b>Date of cheque</b>	<b>Amount (S\$)</b>	<b>Payee</b>
14 December 2011	300,000.00	ELP
16 December 2011	300,000.00	ELP
21 December 2011	400,000.00	ELP
29 December 2011	300,000.00	ELP
11 January 2012	300,000.00	ELP
30 January 2012	150,000.00	ELP
2 February 2012	100,000.00	ELP
6 February 2012	150,000.00	ELP
8 February 2012	400,000.00	ELP
9 February 2012	300,000.00	ELP
10 February 2012	300,000.00	ELP
13 February 2012	300,000.00	ELP
14 February 2012	300,000.00	ELP
15 February 2012	300,000.00	ELP
16 February 2012	300,000.00	ELP
17 February 2012	300,000.00	ELP
22 February 2012	200,000.00	ELP
24 February 2012	200,000.00	ELP
5 March 2012	200,000.00	ELP

7 March 2012	200,000.00	ELP
8 March 2012	200,000.00	ELP
9 March 2012	200,000.00	ELP
15 March 2012	200,000.00	ELP
20 March 2012	200,000.00	ELP
27 March 2012	200,000.00	ELP
3 April 2012	200,000.00	ELP
4 April 2012	250,000.00	ELP
23 April 2012	150,000.00	ELP
25 April 2012	200,000.00	ELP
4 May 2012	100,000.00	ELP
9 May 2012	100,000.00	ELP
11 May 2012	100,000.00	ELP
16 May 2012	100,000.00	ELP
18 May 2012	200,000.00	ELP
25 May 2012	100,000.00	ELP
28 May 2012	100,000.00	ELP
31 May 2012	100,000.00	ELP
8 June 2012	100,000.00	ELP
15 June 2012	100,000.00	ELP
21 June 2012	100,000.00	ELP
25 June 2012	100,000.00	ELP

5 July 2012	100,000.00	ELP
19 July 2012	20,000.00	ELP

A.9 The moneys which were deposited into ELP's Maybank Clients' account were subsequently withdrawn by Ewe. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.10 None of the above moneys were used to pay for any expenses relating to 3Com South Asia Pte Ltd.

*23<sup>rd</sup> Charge: TRC 900028/2015*

A.11 On or about 13 December 2011, Ewe issued a cheque for the amount of S\$80,000.00 made payable to ELP, from 3PAR Singapore Pte Ltd's Malayan Banking Berhad account which contained the assets of the said company.

A.12 The moneys, which were deposited into ELP's Maybank Clients' account, were subsequently withdrawn by Ewe. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.13 None of the above moneys were used to pay for any expenses relating to 3PAR Singapore Pte Ltd.

*27<sup>th</sup> Charge: TRC 900050/2015*

A.14 Between 5 November 2009 and 14 June 2010, Ewe issued the following cheques from Compaq Asia Pte Ltd's Malayan Banking Berhad account which

contained the assets of the said company. These cheques amounted to a total of S\$2,025,040.00, which were made payable to the stated payees:

Date of cheque	Amount (S\$)	Payee
5 November 2009	500,020.00	EM
16 November 2009	800,020.00	EM
7 May 2010	400,000.00	EM
13 May 2010	200,000.00	EM
3 June 2010	100,000.00	EM
14 June 2010	25,000.00	Cash

A.15 Ewe encashed the cash cheques. The moneys which were deposited into EM's Standard Chartered account were subsequently withdrawn by Ewe. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.16 None of the above moneys were used to pay for any expenses relating to Compaq Asia Pte Ltd.

*28<sup>th</sup> Charge: TRC 900051/2015*

A.17 On or about 18 March 2011, Ewe issued a cash cheque for the amount of S\$10,000.00, from Compaq Asia Pte Ltd's Malayan Banking Berhad account which contained the assets of the said company.

A.18 Ewe encashed the cash cheque. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.19 None of the above moneys were used to pay for any expenses relating to Compaq Asia Pte Ltd.

*29<sup>th</sup> Charge: TRC 900052/2015*

A.20 Between 7 December 2009 and 9 July 2010, Ewe issued the following cheques from Compaq Computer Asia Pte Ltd's Malayan Banking Berhad accounts which contained the assets of the said company. These cheques amounted to a total of S\$5,698,028.63 and US\$90,000.00, which were made payable to the stated payees:

<b>Compaq Computer Asia Pte Ltd's SGD account</b>		
<b>Date of cheque</b>	<b>Amount (S\$)</b>	<b>Payee</b>
7 December 2009	600,000.00	ELP
7 December 2009	600,000.00	EM
21 January 2010	700,000.00	ELP
21 January 2010	800,000.00	EM
18 March 2010	300,000.00	EM
25 March 2010	200,000.00	EM
29 March 2010	500,000.00	ELP
29 March 2010	300,000.00	EM
7 April 2010	200,000.00	EM
8 April 2010	200,000.00	EM
16 April 2010	300,000.00	EM
22 April 2010	200,000.00	EM
7 May 2010	300,000.00	Mercury Interactive

11 May 2010	200,000.00	EM
24 May 2010	118,028.63	Mercury Interactive
3 June 2010	100,000.00	EM
8 June 2010	80,000.00	ELP
<b>Compaq Computer Asia Pte Ltd's USD account</b>		
16 June 2010	US\$60,000.00	Cash
9 July 2010	US\$30,000.00	Cash

A.21 Ewe encashed the cash cheques. The moneys which were deposited into EM's Standard Chartered account and ELP's Maybank Clients' account were subsequently withdrawn by Ewe. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.22 The moneys which were deposited into Mercury Interactive (Singapore) Pte Ltd's bank account were for reinstating the moneys which had previously been taken from the said company.

A.23 None of the above moneys were used to pay for any expenses relating to Compaq Computer Asia Pte Ltd.

*30<sup>th</sup> Charge: TRC 900046/2015*

A.24 Between 10 March 2011 and 7 April 2011, Ewe issued the following cheques from Compaq Computer Asia Pte Ltd's Malayan Banking Berhad accounts which contained the assets of the said company. These cheques amounted to a total of S\$15,000.00 and US\$15,000.00, which were made payable to the stated payees:

<b>Compaq Computer Asia Pte Ltd's SGD account</b>		
<b>Date of cheque</b>	<b>Amount (S\$)</b>	<b>Payee</b>
10 March 2011	15,000.00	Cash
<b>Compaq Computer Asia Pte Ltd's USD account</b>		
7 April 2011	US\$15,000.00	Cash

A.25 Ewe encashed the cash cheques. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.26 None of the above moneys were used to pay for any expenses relating to Compaq Computer Asia Pte Ltd.

*31<sup>st</sup> Charge: TRC 900047/2015*

A.27 Between 15 June 2010 and 8 April 2011, Ewe issued the following cheques from Compaq Computer Asia/Pacific Pte Ltd's Malayan Banking Berhad accounts which contained the assets of the said company. These cheques amounted to a total of S\$65,000.00 and US\$42,000.00, which were made payable to the stated payees:

<b>Compaq Computer Asia/Pacific Pte Ltd's SGD account</b>		
<b>Date of cheque</b>	<b>Amount (S\$)</b>	<b>Payee</b>
15 June 2010	50,000.00	Cash
17 March 2011	15,000.00	Cash
<b>Compaq Computer Asia Pte Ltd's USD account</b>		
9 July 2010	US\$30,000.00	Ewe



8 April 2011	US\$12,000.00	Ewe
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A.28 Ewe encashed the cash cheques. The moneys which were deposited into Ewe's personal account were subsequently withdrawn by Ewe. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.29 None of the above moneys were used to pay for any expenses relating to Compaq Computer Asia/Pacific Pte Ltd.

*1<sup>st</sup> Charge: TRC 900001/2015*

A.30 Between 23 December 2003 and 20 May 2004, Ewe issued the following cheques from Quality Stainless Pte Ltd's Malayan Banking Berhad account which contained the assets of the said company. These cheques amounted to a total of S\$120,000.00, which were made payable to the stated payees:

Date of cheque	Amount (S\$)	Payee
23 December 2003	50,000.00	EM
17 April 2004	50,000.00	EM
20 May 2004	20,000.00	EM

A.31 The moneys which were deposited into EM's Standard Chartered account were subsequently withdrawn by Ewe. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.32 None of the above moneys were used to pay for any expenses relating to Quality Stainless Pte Ltd.

*2<sup>nd</sup> Charge: TRC 900004/2015*

A.33 On or about 17 May 2005, Ewe issued the following cheque from Quality Stainless Pte Ltd's Malayan Banking Berhad account which contained the assets of the said company. This cheque amounted to a total of S\$8,000.00, which was made payable to the stated payee:

Date of cheque	Amount (S\$)	Payee
17 May 2005	8,000.00	EM

A.34 The moneys which were deposited into EM's Maybank clients' account were subsequently withdrawn by Ewe. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.35 None of the above moneys were used to pay for any expenses relating to Quality Stainless Pte Ltd.

*32<sup>nd</sup> Charge: TRC 900048/2015*

A.36 On or about 7 March 2011, Ewe issued the following cheque from Quality Stainless Pte Ltd's Malayan Banking Berhad account which contained the assets of the said company. This cheque amounted to a total of S\$25,000.00, which was made payable to the stated payees:

Date of cheque	Amount (S\$)	Payee
7 March 2011	25,000.00	Cash

A.37 Ewe encashed the cash cheque. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.38 None of the above moneys were used to pay for any expenses relating to Quality Stainless Pte Ltd.

*3<sup>rd</sup> Charge: TRC 900005/2015*

A.39 Between 21 April 2003 and 23 December 2003, Ewe issued the following cheques from Grandlink Group Pte Ltd's Malayan Banking Berhad account which contained the assets of the said company. These cheques amounted to a total of S\$500,000.00, which were made payable to the stated payees:

<b>Date of cheque</b>	<b>Amount (S\$)</b>	<b>Payee</b>
21 April 2003	220,000.00	EM
6 May 2003	220,000.00	EM
19 September 2003	30,000.00	ELP
29 September 2003	20,000.00	ELP
23 December 2003	10,000.00	EM

A.40 The moneys which were deposited into EM's Maybank Clients' account and ELP's Maybank Clients' account were subsequently withdrawn by Ewe. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.41 None of the above moneys were used to pay for any expenses relating to Grandlink Group Pte Ltd.

*4<sup>th</sup> Charge: TRC 900006/2015*

A.42 On or about 27 May 2004, Ewe issued the following cheque from Grandlink Group Pte Ltd's Malayan Banking Berhad account which contained the assets of the said company. This cheque amounted to a total of S\$3,000.00, which was made payable to the stated payees:

Date of cheque	Amount (S\$)	Payee
27 May 2004	3,000.00	Lim Hock Hoe

A.43 The moneys which were deposited into Lim Hock Hoe's bank account were for repaying gambling debts.

A.44 None of the above moneys were used to pay for any expenses relating to Grandlink Group Pte Ltd.

*33<sup>rd</sup> Charge: TRC 900049/2015*

A.45 On or about 8 March 2011, Ewe issued the following cheques from Grandlink Group Pte Ltd's Malayan Banking Berhad account which contained the assets of the said company. This cheque amounted to a total of S\$10,000.00, which was made payable to the stated payees:

Date of cheque	Amount (S\$)	Payee
8 March 2011	10,000.00	Cash

A.46 Ewe encashed the cash cheque. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.47 None of the above moneys were used to pay for any expenses relating to Grandlink Group Pte Ltd.

*5<sup>th</sup> Charge: TRC 900007/2015*

A.48 Between 21 April 2003 and 24 February 2004, Ewe issued the following cheques from Tuan Huat Construction Pte Ltd's Malayan Banking Berhad account which contained the assets of the said company. These cheques amounted to a total of S\$150,000.00, which were made payable to the stated payees:

<b>Date of cheque</b>	<b>Amount (S\$)</b>	<b>Payee</b>
21 April 2003	50,000.00	EM
12 May 2003	50,000.00	EM
21 October 2003	10,000.00	ELP
3 December 2003	20,000.00	ELP
8 December 2003	15,000.00	ELP
24 February 2004	5,000.00	EM

A.49 The moneys which were deposited into EM's Maybank Clients' account and ELP's Maybank Clients' account were subsequently withdrawn by Ewe. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.50 None of the above moneys were used to pay for any expenses relating to Tuan Huat Construction Pte Ltd.

*6<sup>th</sup> Charge: TRC 900008/2015*

A.51 On or about 20 January 2006, Ewe issued the following cheque from Tuan Huat Construction Pte Ltd's Malayan Banking Berhad account which contained the assets of the said company. This cheque amounted to a total of S\$8,000.00, which was made payable to the stated payees:

<b>Date of cheque</b>	<b>Amount (S\$)</b>	<b>Payee</b>
20 January 2006	8,000.00	EM

A.52 The moneys which were deposited into EM's Standard Chartered account were subsequently withdrawn by Ewe. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.53 None of the above moneys were used to pay for any expenses relating to Tuan Huat Construction Pte Ltd.

*34<sup>th</sup> Charge: TRC 900042/2015*

A.54 On or about 10 March 2011, Ewe issued the following cheque from Tuan Huat Construction Pte Ltd's Malayan Banking Berhad account which contained the assets of the said company. This cheque amounted to a total of S\$10,000.00, which was made payable to the stated payees:

<b>Date of cheque</b>	<b>Amount (S\$)</b>	<b>Payee</b>
10 March 2011	10,000.00	Cash

A.55 Ewe encashed the cash cheque. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.56 None of the above moneys were used to pay for any expenses relating to Tuan Huat Construction Pte Ltd.

*7<sup>th</sup> Charge: TRC 900010/2015*

A.57 Between 2 April 2003 and 17 March 2004, Ewe issued the following cheques from Nian Chuan Construction Pte Ltd's Malayan Banking Berhad account which contained the assets of the said company. These cheques amounted to a total of S\$717,000.00, which were made payable to the stated payees:

<b>Date of cheque</b>	<b>Amount (S\$)</b>	<b>Payee</b>
2 April 2003	100,000.00	EM
10 April 2003	300,000.00	EM
11 April 2003	100,000.00	EM
22 May 2003	100,000.00	EM
8 September 2003	12,000.00	ELP
29 September 2003	40,000.00	ELP
7 October 2003	30,000.00	ELP
3 November 2003	30,000.00	ELP
17 March 2004	5,000.00	ELP

A.58 The moneys which were deposited into EM's Maybank Clients' account and ELP's Maybank Clients' account were subsequently withdrawn by Ewe. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.59 None of the above moneys were used to pay for any expenses relating to Nian Chuan Construction Pte Ltd.

*8<sup>th</sup> Charge: TRC 900009/2015*

A.60 On or about 13 January 2006, Ewe issued the following cheque from Nian Chuan Construction Pte Ltd's Malayan Banking Berhad account which contained the assets of the said company. This cheque amounted to a total of S\$10,000.00, which was made payable to the stated payees:

Date of cheque	Amount (S\$)	Payee
13 January 2006	10,000.00	Tan Kim Sing

A.61 The moneys which were deposited into Tan Kim Sing's account were used for repaying gambling debts.

A.62 None of the above moneys were used to pay for any expenses relating to Nian Chuan Construction Pte Ltd.

*35<sup>th</sup> Charge: TRC 900043/2015*

A.63 On or about 9 March 2011, Ewe issued the following cheque from Nian Chuan Construction Pte Ltd's Malayan Banking Berhad account which contained the assets of the said company. This cheque amounted to a total of S\$10,000.00, which was made payable to the stated payees:

Date of cheque	Amount (S\$)	Payee
9 March 2011	10,000.00	Cash



A.64 Ewe encashed the cash cheque. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.65 None of the above moneys were used to pay for any expenses relating to Nian Chuan Construction Pte Ltd.

*9<sup>th</sup> Charge: TRC 900012/2015*

A.66 Between 30 December 2003 and 9 September 2004, Ewe issued the following cheques from Peoy Contractor Pte Ltd's Malayan Banking Berhad account which contained the assets of the said company. These cheques amounted to a total of S\$70,000.00, which were made payable to the stated payees:

<b>Date of cheque</b>	<b>Amount (S\$)</b>	<b>Payee</b>
30 December 2003	40,000.00	ELP
11 August 2004	15,000.00	EM
9 September 2004	15,000.00	EM

A.67 The moneys which were deposited into EM's Maybank Clients' account and ELP's Maybank Clients' account were subsequently withdrawn by Ewe. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.68 None of the above moneys were used to pay for any expenses relating to Peoy Contractor Pte Ltd.

*10<sup>th</sup> Charge: TRC 900011/2015*

A.69 Between 20 May 2005 and 13 January 2006, Ewe issued the following cheques from Peoy Contractor Pte Ltd's Malayan Banking Berhad account which contained the assets of the said company. These cheques amounted to a total of S\$85,000.00, which were made payable to the stated payees:

<b>Date of cheque</b>	<b>Amount (S\$)</b>	<b>Payee</b>
20 May 2005	30,000.00	ELP
5 August 2005	5,000.00	ELP
26 September 2005	40,000.00	EM
13 January 2006	10,000.00	Tan Kim Sing

A.70 The moneys which were deposited into EM's Maybank Clients' account and ELP's Maybank Clients' account were subsequently withdrawn by Ewe. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.71 The moneys which were deposited into Tan Kim Sing's bank account were for repaying gambling debts.

A.72 None of the above moneys were used to pay for any expenses relating to Peoy Contractor Pte Ltd.

*38<sup>th</sup> Charge: 900041/2015*

A.73 Between 13 March 2008 and 14 March 2008, Ewe issued the following cheques from Peoy Contractor Pte Ltd's Malayan Banking Berhad account

which contained the assets of the said company. These cheques amounted to a total of S\$40,000.00, which were made payable to the stated payees:

<b>Date of cheque</b>	<b>Amount (S\$)</b>	<b>Payee</b>
13 March 2008	15,000.00	Cash
14 March 2008	25,000.00	Cash

A.74 Ewe encashed the cash cheques. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.75 None of the above moneys were used to pay for any expenses relating to Peoy Contractor Pte Ltd.

*39<sup>th</sup> Charge: TRC 900040/2015*

A.76 On or about 31 March 2011, Ewe issued the following cheque from Peoy Contractor Pte Ltd's Malayan Banking Berhad account which contained the assets of the said company. These cheques amounted to a total of S\$9,000.00, which was made payable to the stated payees:

<b>Date of cheque</b>	<b>Amount (S\$)</b>	<b>Payee</b>
13 March 2011	9,000.00	Cash

A.77 Ewe encashed the cash cheque. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.78 None of the above moneys were used to pay for any expenses relating to Peoy Contractor Pte Ltd.

*11<sup>th</sup> Charge: TRC 900014/2015*

A.79 Between 27 September 2002 and 29 July 2003, Ewe issued the following cheques from San International Pte Ltd's DBS Bank Ltd account and Malayan Banking Berhad account which contained the assets of the said company. These cheques amounted to a total of S\$2,055,000.00, which were made payable to the stated payees:

<b>San International Pte Ltd's Malayan Banking Berhad account</b>		
<b>Date of cheque</b>	<b>Amount (S\$)</b>	<b>Payee</b>
10 March 2003	200,000.00	EM
25 March 2003	100,000.00	EM
12 May 2003	35,000.00	EM
29 July 2003	15,000.00	ELP
<b>San International Pte Ltd's DBS Bank Ltd account</b>		
27 September 2002	700,000.00	Unknown
6 November 2002	300,000.00	Unknown
11 November 2002	500,000.00	Unknown
26 March 2003	75,000.00	Unknown
28 March 2003	130,000.00	Unknown

A.80 The moneys which were deposited into EM's Maybank Clients' account and ELP's Maybank Clients' account were subsequently withdrawn by Ewe. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously. The moneys which were transferred out of San International's DBS Bank Ltd account were used for the same purposes.

A.81 None of the above moneys were used to pay for any expenses relating to San International Pte Ltd.

*12<sup>th</sup> Charge: TRC 900013/2015*

A.82 Between 27 October 2003 and 16 February 2004, Ewe issued the following cheques from San International Pte Ltd's DBS Bank Ltd account and Malayan Banking Berhad account which contained the assets of the said company. These cheques amounted to a total of S\$27,000.00.

<b>San International Pte Ltd's Malayan Banking Berhad account</b>		
<b>Date of cheque</b>	<b>Amount (S\$)</b>	<b>Payee</b>
27 October 2003	11,000.00	EM
<b>San International Pte Ltd's DBS Bank Ltd account</b>		
27 October 2003	6,000.00	Unknown
16 February 2004	10,000.00	Unknown

A.83 The moneys which were deposited into EM's Maybank Clients' account were subsequently withdrawn by Ewe. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously. The moneys which were transferred out of San International's DBS Bank Ltd account were used for the same purposes.

A.84 None of the above moneys were used to pay for any expenses relating to San International Pte Ltd.

*40<sup>th</sup> Charge: TRC 900039/2015*

A.85 On or about 18 March 2011, Ewe issued the following cheque from San International Pte Ltd's Malayan Banking Berhad account which contained the assets of the said company. This cheque amounted to a total of S\$10,000.00, which was made payable to the stated payee:

<b>Date of cheque</b>	<b>Amount (S\$)</b>	<b>Payee</b>
18 March 2011	10,000.00	Cash

A.86 Ewe encashed the cash cheque. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.87 None of the above moneys were used to pay for any expenses relating to San International Pte Ltd.

*13<sup>th</sup> Charge: TRC 900016/2015*

A.88 Between 25 June 2003 and 1 March 2004, Ewe issued the following cheques from Multimend (S) Pte Ltd's DBS Bank Ltd account which contained the assets of the said company. These cheques amounted to a total of S\$163,000.00.

<b>Date of cheque</b>	<b>Amount (S\$)</b>	<b>Payee</b>
25 June 2003	100,000.00	Unknown
4 July 2003	30,000.00	Unknown
29 July 2003	20,000.00	Unknown
5 January 2004	10,000.00	Unknown
1 April 2004	3,000.00	Unknown

A.89 Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.90 None of the above moneys were used to pay for any expenses relating to Multimend (S) Pte Ltd.

*41<sup>st</sup> Charge: TRC 900038/2015*

A.91 On or about 6 April 2011, the accused issued the following cheque from Multimend (S) Pte Ltd's DBS Bank Ltd account which contained the assets of Multimend (S) Pte Ltd. This cheque amounted to a total of S\$10,000.00, which was made payable to the stated payee:

A.92 T	<b>Date of cheque</b>	<b>Amount (S\$)</b>	<b>Payee</b>
he	6 April 2011	10,000.00	ELP

moneys which were deposited into ELP Maybank Clients' account were subsequently withdrawn by Ewe. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amount he had removed from other companies' accounts previously.

A.93 None of the above moneys were used to pay for any expenses relating to Multimend (S) Pte Ltd.

*14<sup>th</sup> Charge: TRC 900015/2015*

A.94 Between 4 February 2002 and 19 July 2002, Ewe issued the following cheques from JSP Films Pte Ltd's Malayan Banking Berhad account which contained the assets of the said company. These cheques amounted to a total of S\$1,365,000.00, which were made payable to the stated payees.

<b>Date of cheque</b>	<b>Amount (S\$)</b>	<b>Payee</b>
4 February 2002	75,000.00	EM
7 February 2002	30,000.00	EM
11 February 2002	60,000.00	Cash
14 February 2002	150,000.00	Cash
4 March 2002	150,000.00	Cash
14 March 2002	200,000.00	Cash
25 March 2002	200,000.00	EM
29 April 2002	200,000.00	Cash
13 May 2002	200,000.00	Cash
19 July 2002	100,000.00	Cash

A.95 Ewe encashed the cash cheques. The moneys which were deposited into EM's Maybank Clients' account were subsequently withdrawn by Ewe. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.96 None of the above moneys were used to pay for any expenses relating to JSP Films Pte Ltd.

*15<sup>th</sup> Charge: TRC 900018/2015*

A.97 Between 24 February 2003 and 30 October 2003, Ewe issued the following cheques from JSP Films Pte Ltd's Malayan Banking Berhad account which contained the assets of the said company. These cheques amounted to a total of S\$725,000.00, which were made payable to the stated payees.



<b>Date of cheque</b>	<b>Amount (S\$)</b>	<b>Payee</b>
24 February 2003	500,000.00	EM
20 March 2003	100,000.00	EM
21 April 2003	60,000.00	EM
12 May 2003	35,000.00	EM
30 October 2003	30,000.00	EM

A.98 The moneys which were deposited into EM's Maybank Clients' account were subsequently withdrawn by Ewe. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.99 None of the above moneys were used to pay for any expenses relating to JSP Films Pte Ltd.

*16<sup>th</sup> Charge: TRC 900017/2015*

A.100 On or about 24 March 2004, Ewe issued the following cheque from San International Pte Ltd's Malayan Banking Berhad account which contained the assets of the said company. This cheque amounted to a total of S\$5,000.00, which was made payable to the stated payee:

<b>Date of cheque</b>	<b>Amount (S\$)</b>	<b>Payee</b>
24 March 2004	5,000.00	Cash

A.101 The moneys which were deposited into ELP's Maybank Clients' account were subsequently withdrawn by Ewe. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.102 None of the above moneys were used to pay for any expenses relating to JSP Films Pte Ltd.

*42<sup>nd</sup> Charge: TRC 900037/2015*

A.103 On or about 18 March 2011, Ewe issued the following cheque from JSP Films Pte Ltd's Malayan Banking Berhad account which contained the assets of the said company. This cheque amounted to a total of S\$10,000.00, which was made payable to the stated payee:

<b>Date of cheque</b>	<b>Amount (S\$)</b>	<b>Payee</b>
18 March 2011	10,000.00	Cash

A.104 Ewe encashed the cash cheque. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.105 None of the above moneys were used to pay for any expenses relating to JSP Films Pte Ltd.

*17<sup>th</sup> Charge: TRC 900020/2015*

A.106 On or about 22 April 2003, Ewe issued the following cheque from Interpark Limited's Malayan Banking Berhad account which contained the assets of the said company. This cheque amounted to a total of S\$1,555,691.34, which was made payable to the stated payee:

<b>Date of cheque</b>	<b>Amount (S\$)</b>	<b>Payee</b>
22 April 2003	1,555,691.34	ELP

A.107 On the same day, Ewe issued a cheque amounting to S\$116,939.63 From ELP's account and deposited it into Inter-park Limited's account. The remaining moneys of \$1,438,751.71 which were deposited into ELP's Maybank Clients' account were subsequently withdrawn by Ewe. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.108 The above moneys were supposed to have been paid to Emerford Pte Ltd, but this was not done.

*18<sup>th</sup> Charge: TRC 900019/2015*

A.109 Between 14 November 2003 and 18 November 2003, Ewe issued the following cheques from Inter-park Limited's Malayan Banking Berhad account which contained the assets of the said company. These cheques amounted to a total of S\$297,001.72, which were made payable to the stated payees.

<b>Date of cheque</b>	<b>Amount (S\$)</b>	<b>Payee</b>
14 November 2003	65,696.43	ELP
18 November 2003	231,305.29	ELP

A.110 The moneys which were deposited into ELP's Maybank Clients' account were subsequently withdrawn by Ewe. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.111 None of the above moneys were used to pay for any expenses relating to Inter-park Limited.

*19<sup>th</sup> Charge: TRC 900022/2015*

A.112 On or about 22 April 2003, Ewe issued the following cheque from Camphill Limited's Malayan Banking Berhad account which contained the assets of the said company. This cheque amounted to a total of S\$148,134.83, which was made payable to the stated payee:

<b>Date of cheque</b>	<b>Amount (S\$)</b>	<b>Payee</b>
22 April 2003	148,134.83	ELP

A.113 The moneys which were deposited into ELP's Maybank Clients' account were subsequently withdrawn by Ewe. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.114 None of the above moneys were used to pay for any expenses relating to Camphill Limited.

*20<sup>th</sup> Charge: TRC 900021/2015*

A.115 On or about 10 February 2004, Ewe issued the following cheque from Camphill Limited's Malayan Banking Berhad account which contained the assets of the said company. This cheque was issued as Camphill Limited's bank account was being closed. This cheque amounted to a total of S\$19,483.41, which was made payable to the stated payee:

<b>Date of cheque</b>	<b>Amount (S\$)</b>	<b>Payee</b>
10 February 2004	19,483.41	EM

A.116 The moneys which were deposited into EM's Maybank Clients' account were subsequently withdrawn by Ewe instead of being distributed as dividends

to the shareholders of Camphill Limited. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.117 None of the above moneys were used to pay for any expenses relating to Camphill Limited.

*21<sup>st</sup> Charge: TRC 900024/2015*

A.118 On or about 16 February 2004, Ewe issued the following cheque from Ernismore Holdings Pte Ltd's Malayan Banking Berhad account which contained the assets of the said company. This cheque amounted to a total of S\$22,695.26, which was made payable to the stated payee:

<b>Date of cheque</b>	<b>Amount (S\$)</b>	<b>Payee</b>
16 February 2004	22,695.26	EM

A.119 The moneys which were deposited into EM's Maybank Clients' account were subsequently withdrawn by Ewe. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.120 None of the above moneys were used to pay for any expenses relating to Ernismore Holdings Pte Ltd.

*36<sup>th</sup> Charge: TRC 900044/2015*

A.121 Between 8 June 2010 and 11 March 2011, Ewe issued the following cheques from A.S.K. Solutions Pte Ltd's Malayan Banking Berhad account which contained the assets of the said company. These cheques amounted to a total of S\$60,000.00, which were made payable to the stated payees.

<b>Date of cheque</b>	<b>Amount (S\$)</b>	<b>Payee</b>
8 June 2010	50,000.00	ELP
11 March 2011	10,000.00	Cash

A.122 Ewe encashed the cash cheque. The moneys which were deposited into ELP's Maybank Clients' account were subsequently withdrawn by Ewe. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.123 None of the above moneys were used to pay for any expenses relating to A.S.K. Solutions Pte Ltd.

*37<sup>th</sup> Charge: TRC 900045/2015*

A.124 On or about 5 July 2011, Ewe issued the following cheque from Premier Learning Consultant Pte Ltd's Malayan Banking Berhad account which contained the assets of the said company. This cheque amounted to a total of S\$10,000.00, which was made payable to the stated payee:

<b>Date of cheque</b>	<b>Amount (S\$)</b>	<b>Payee</b>
5 July 2011	10,000.00	Cash

A.125 Ewe encashed the cash cheque. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.126 None of the above moneys were used to pay for any expenses relating to Learning Consultants Pte Ltd.

*43<sup>rd</sup> Charge: TRC 900036/2015*

A.127 On or about 23 March 2011, Ewe signed an instruction letter addressed to the Hongkong and Shanghai Banking Corporation Limited (“HSBC”). The letter instructed HSBC to close the fixed deposit account held by Jack Chia Holdings (S) Pte Ltd and to credit the balance to ELP’s Maybank Clients’ account.

A.128 The balance sum of S\$454,584.69, which represented the assets of Jack Chia Holdings (S) Pte Ltd was deposited into ELP’s Maybank Clients’ account.

A.129 The moneys which were deposited into ELP’s Maybank Clients’ account were subsequently withdrawn by Ewe. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies’ accounts previously.

A.130 None of the above moneys were used to pay for any expenses relating to Jack Chia Holdings (S) Pte Ltd.

*44<sup>th</sup> Charge: TRC 900035/2015*

A.131 Between 17 June 2010 and 15 February 2011, Ewe signed instruction letters addressed to Malayan Banking Berhad. The letters instructed Malayan Banking Berhad to transfer sums from Nomura Asia Property Investment Pte Ltd’s Malayan Banking Berhad Time Deposit account to ELP’s Maybank Clients’ account. These transfers amounted to a total of S\$3,384,406.54, which were made payable to the stated payees:

<b>Date of transfer</b>	<b>Amount (S\$)</b>	<b>Payee</b>
17 June 2010	1,000,000.00	ELP

22 December 2010	1,500,000.00	ELP
15 February 2011	884,406.54	ELP

A.132 The moneys which were deposited into ELP's Maybank Clients' account were subsequently withdrawn by Ewe. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.133 None of the above moneys were used to pay for any expenses relating to Nomura Asia Property Investment Pte Ltd.

***Facts pertaining to charges involving Ewe acting in his capacity as manager for TPI's bank account***

*22<sup>nd</sup> Charge: TRC 900023/2015*

A.134 Between 26 December 2007 and 8 January 2008, Ewe issued the following cheques from TPI's Standard Chartered Bank account. These cheques amounted to a total of S\$770,000.00, which were made payable to the stated payees:

<b>Date of cheque</b>	<b>Amount (S\$)</b>	<b>Payee</b>
26 December 2007	100,000.00	Cash
26 December 2007	200,000.00	Cash
27 December 2007	50,000.00	Cash
27 December 2007	300,000.00	EM
28 December 2007	50,000.00	Cash
8 January 2008	70,000.00	Cash



A.135 Ewe encashed the cash cheques. The moneys which were deposited into EM's Standard Chartered account were subsequently withdrawn by Ewe. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.136 For all the above cheque withdrawals, Ewe did not seek approval from TPI.

*45<sup>th</sup> Charge: TRC 900034/2015*

A.137 Between 12 February 2008 and 11 February 2009, Ewe issued the following cheques from TPI's Standard Chartered Bank account. These cheques amounted to a total of S\$1,033,000.00, which were made payable to the stated payees:

<b>Date of cheque</b>	<b>Amount (S\$)</b>	<b>Payee</b>
12 February 2008	10,000.00	Cash
21 April 2008	60,000.00	Cash
22 April 2008	20,000.00	Cash
24 April 2008	8,000.00	Cash
25 April 2008	60,000.00	EM
29 April 2008	60,000.00	EM
5 May 2008	70,000.00	Cash
6 May 2008	25,000.00	Cash
1 July 2008	80,000.00	EM
2 October 2008	50,000.00	EM

28 October 2008	80,000.00	EM
30 October 2008	20,000.00	EM
7 November 2008	60,000.00	EM
20 November 2008	50,000.00	EM
1 December 2008	60,000.00	EM
22 December 2008	60,000.00	EM
7 January 2009	40,000.00	EM
20 January 2009	60,000.00	EM
29 January 2009	80,000.00	EM
11 February 2009	80,000.00	EM

A.138 Ewe encashed the cash cheques. The moneys which were deposited into EM's Standard Chartered account and EM's Maybank Office account were subsequently withdrawn by Ewe. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.139 For all the above cheque withdrawals, Ewe did not seek approval from TPI.

*46<sup>th</sup> Charge: TRC 900033/2015*

67 Between 4 March 2009 and 4 November 2009, Ewe issued the following cheques from TPI's Standard Chartered Bank account. These cheques amounted to a total of S\$1,238,000.00, which were made payable to the stated payees:

<b>Date of cheque</b>	<b>Amount (S\$)</b>	<b>Payee</b>
4 March 2009	40,000.00	EM
17 March 2009	100,000.00	EM
23 March 2009	60,000.00	EM
24 April 2009	40,000.00	EM
18 May 2009	140,000.00	EM
2 June 2009	20,000.00	EM
29 June 2009	40,000.00	EM
1 July 2009	40,000.00	EM
16 July 2009	20,000.00	EM
17 July 2009	30,000.00	ELP
27 July 2009	20,000.00	EM
27 July 2009	32,000.00	EM
29 July 2009	30,000.00	EM
7 September 2009	70,000.00	EM
26 October 2009	200,000.00	EM
28 October 2009	216,000.00	EM
4 November 2009	140,000.00	EM

A.140 The moneys which were deposited into EM's Standard Chartered account, EM's Maybank Office account and ELP's Maybank Clients' account were subsequently withdrawn by Ewe. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.141 For all the above cheque withdrawals, Ewe did not seek approval from TPI.

*47<sup>th</sup> Charge: TRC 900032/2015*

A.142 Between 19 May 2010 and 14 May 2011, Ewe issued the following cheques from TPI's Standard Chartered Bank account. These cheques amounted to a total of S\$5,170,000.00, which were made payable to the stated payees:

<b>Date of cheque</b>	<b>Amount (S\$)</b>	<b>Payee</b>
19 May 2010	700,000.00	EM
31 May 2010	300,000.00	EM
2 June 2010	300,000.00	EM
10 June 2010	100,000.00	Cash
12 June 2010	100,000.00	Cash
14 June 2010	50,000.00	Cash
3 July 2010	100,000.00	Cash
5 July 2010	120,000.00	Cash
12 July 2010	100,000.00	EM
23 July 2010	100,000.00	Cash
24 July 2010	120,000.00	Cash
28 July 2010	50,000.00	EM
30 July 2010	100,000.00	Cash
31 July 2010	100,000.00	Cash
3 August 2010	80,000.00	Cash

21 August 2010	150,000.00	Cash
28 September 2010	100,000.00	Cash
4 October 2010	100,000.00	Cash
5 October 2010	100,000.00	Cash
27 October 2010	100,000.00	Cash
29 October 2010	100,000.00	Cash
29 October 2010	100,000.00	Cash
9 November 2010	50,000.00	Cash
11 December 2010	100,000.00	Cash
3 January 2011	500,000.00	ELP
4 January 2011	200,000.00	ELP
5 January 2011	200,000.00	ELP
7 January 2011	100,000.00	ELP
8 January 2011	200,000.00	Cash
10 January 2011	150,000.00	Cash
20 January 2011	100,000.00	Cash
31 January 2011	60,000.00	Cash
5 March 2011	60,000.00	Cash
1 April 2011	50,000.00	Cash
19 April 2011	80,000.00	Cash
23 April 2011	10,000.00	Cash
30 April 2011	40,000.00	Cash

3 May 2011	20,000.00	Cash
12 May 2011	50,000.00	Cash
14 May 2011	30,000.00	Cash

A.143 Ewe encashed the cash cheques. The moneys which were deposited into EM's Standard Chartered account, EM's Maybank Office account and ELP's Maybank Clients' account were subsequently withdrawn by Ewe. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.144 For all the above cheque withdrawals, Ewe did not seek approval from TPI.

*48<sup>th</sup> Charge: TRC 900031/2015*

A.145 Between 30 May 2011 and 17 May 2012, Ewe issued the following cheques from TPI's Standard Chartered Bank account. These cheques amounted to a total of S\$1,860,000.00, which were made payable to the stated payees:

<b>Date of cheque</b>	<b>Amount (S\$)</b>	<b>Payee</b>
30 May 2011	30,000.00	Cash
4 June 2011	10,000.00	Cash
2 July 2011	30,000.00	Cash
4 July 2011	6,000.00	Cash
19 July 2011	50,000.00	Cash
30 July 2011	2,000.00	Cash

5 August 2011	20,000.00	Cash
6 August 2011	30,000.00	Cash
8 August 2011	20,000.00	Cash
8 August 2011	20,000.00	Cash
10 August 2011	5,000.00	Cash
10 August 2011	15,000.00	Cash
10 August 2011	20,000.00	Cash
26 August 2011	20,000.00	Cash
29 August 2011	10,000.00	Cash
31 August 2011	90,000.00	Cash
2 September 2011	10,000.00	Cash
22 October 2011	2,000.00	Cash
25 November 2011	30,000.00	Cash
12 December 2011	50,000.00	Cash
19 December 2011	50,000.00	Cash
4 February 2012	80,000.00	Cash
6 February 2012	60,000.00	Cash
8 February 2012	60,000.00	Cash
18 February 2012	100,000.00	Cash
22 February 2012	100,000.00	Cash
25 February 2012	100,000.00	Cash
3 March 2012	100,000.00	Cash

5 March 2012	50,000.00	Cash
6 March 2012	70,000.00	Cash
8 March 2012	100,000.00	Cash
14 March 2012	100,000.00	Cash
31 March 2012	80,000.00	Cash
9 April 2012	80,000.00	Cash
16 April 2012	30,000.00	Cash
23 April 2012	100,000.00	Cash
7 May 2012	80,000.00	Cash
17 May 2012	50,000.00	Cash

A.146 Ewe encashed the cash cheques. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.147 For all the above cheque withdrawals, Ewe did not seek approval from TPI.

*49<sup>th</sup> Charge: TRC 900030/2015*

A.148 Between 2 June 2012 and 20 July 2012, Ewe issued the following cheques from TPI's Standard Chartered Bank account. These cheques amounted to a total of S\$510,000.00, which were made payable to the stated payees:

Date of cheque	Amount (S\$)	Payee
2 June 2012	70,000.00	Cash
6 June 2012	80,000.00	Cash



8 June 2012	80,000.00	Cash
19 June 2012	80,000.00	Cash
3 July 2012	100,000.00	Cash
4 July 2012	60,000.00	Cash
14 July 2012	20,000.00	Cash
20 July 2012	20,000.00	Cash

A.149 Ewe encashed the cash cheques. Ewe used these moneys which he had obtained to gamble, to repay gambling debts, or to reinstate the amounts he had removed from other companies' accounts previously.

A.150 For all the above cheque withdrawals, Ewe did not seek approval from TPI.

A.151 From the period from 26 December 2007 to 17 July 2012, Ewe also made various deposits into TPI Singapore Branch's bank account such that at 20 July 2012, the net loss to TPI Singapore Branch was S\$180,000.