DCPI145/2001

IN THE DISTRICT COURT OF THE

HONG KONG SPECIAL ADMINISTRATIVE REGION

PERSONAL INJURIES ACTION NO. 145 OF 2001

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BETWEEN

STEPHEN GRAHAM OLDING Plaintiff

and

SINGAPORE AIRLINES LIMITED Defendant

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Coram : H.H. Judge Muttrie in Court

Date of Trial : 18th – 21st November 2002

Date of Judgment : 9th December 2002

# Judgment

The plaintiff, Mr. Olding, claims damages for personal injuries caused by swallowing glass particles in a soft drink supplied to him by the defendant on one of its aircraft. He pleads negligence and breach of unspecified statutory duty. The defendant admits that the plaintiff was on board its aircraft but denies all else. It further avers that the flight was non-international carriage within the meaning of section 13 of the Carriage by Air Ordinance, Cap. 500 and that therefore the plaintiff’s claim is governed by Article 1 of the Warsaw Convention, as amended by the Hague Protocol, and adapted and modified by Schedule 3 to that Ordinance. If the plaintiff suffered injury the defendant denies that the same was bodily injury with the meaning of Article 17 of the Schedule and further relies on the statutory defence provided by Article 20 of the Schedule.

2. The liability of an air carrier is governed by the Carriage by Air Ordinance, Cap. 500 which gives the force of law to the Warsaw Convention of 1929 as amended by the Hague Protocol of 1955, as well as the Guadalajara Convention of 1961. The scheme under these various conventions is for an air carrier to be under strict liability for injury to a passenger subject to the statutory defence provided or to the defence of contributory negligence. In this case, the carriage was non-international carriage for the purposes of the Warsaw Convention and liability is therefore governed by section 13 and Schedule 3 of the Ordinance which contains provisions of the Warsaw Convention, the relevant ones here being Articles 17 and 20. In fact those same provisions are by section 14 and Schedule 4 applied to international carriage also.

Article 17 provides:

The carrier is liable for damage sustained in the event of the death or wounding of a passenger or any other bodily injury suffered by a passenger, if the accident which caused the damage so sustained took place on board the aircraft or in the course of any of the operations of embarking or disembarking.

Article 20 provides:

The carrier is not liable if he proves that he and his servants or agents have taken all necessary measures to avoid the damage or that it was impossible for him or them to take such measures.

3. The effect of Article 17 is to displace completely the passenger’s rights at common law. Per Lord Hope of Craighead in **Sidhu v British Airways** [1997] AC 430 at 447F:

The intention seems to be to provide a secure regime, within which the restriction on the carrier's freedom of contract is to operate. Benefits are given to the passenger in return, but only in clearly defined circumstances to which the limits of liability set out by the Convention are to apply. To permit exceptions, whereby a passenger could sue outwith the Convention for losses sustained in the course of international carriage by air, would distort the whole system, even in cases for which the Convention did not create any liability on the part of the carrier. Thus the purpose is to ensure that, in all questions relating to the carrier's liability, it is the provisions of the Convention which apply and that the passenger does not have access to any other remedies, whether under the common law or otherwise, which may be available within the particular country where he chooses to raise his action.

4. So the injured passenger’s claim can only be for bodily injury, and only under the Convention. There is no common law claim. But the plaintiff need only prove that he suffered bodily injury on board the aircraft, and he can recover for it, unless the defendant can set up the defence under Article 20.

5. This has been a retrial. The first trial was before H. H. Judge Carlson on 30 May and 12 and 13 June 2002. He handed down his judgment, in favour of the plaintiff, on 17 June 2002. One of the documents placed before the judge was a copy of a set of hospital notes with a note on it by a doctor, in relation to an X-ray of the plaintiff’s abdomen, that “film reviewed likely to be glass particle.” Subsequent investigations by the solicitors for the defendant produced the original of the note which showed that the doctor had written “film reviewed unlikely to be glass particle”. This was brought to the notice of the judge before the judgment had been entered in the court record or the order perfected, and he set aside his judgment and ordered a retrial.

6. It is not in dispute that the plaintiff was a passenger on the defendant’s flight 002 from Singapore to Hong Kong on 26 September 2000. With him was his secretary, Mrs. Cecilia Choi. Their tickets were from Bangkok to Hong Kong via Singapore with an open return to Singapore. Apparently the plaintiff had previously travelled with the defendant from Sydney to Bangkok, with transit in Singapore; for reasons beyond her control Mrs. Choi had been delayed in Singapore for some days and had only joined him later. He had demanded compensation of the defendants for leaving his secretary stranded for five days in Singapore and they had issued the tickets by way of such compensation.

7. The plaintiff’s evidence is that in the course of the flight a member of the cabin crew had supplied a plastic cup of pineapple juice to Mrs. Choi. She had drunk some of it, but had not finished it. As the aircraft was taxi-ing, after having landed at Hong Kong International Airport, and while passengers were getting up from their seats for disembarkation, the plaintiff took the cup from the seat-back tray on which it stood and quickly swallowed the juice which remained in it. He felt sharp lumps going down the back of his throat. He looked in the bottom of the cup and saw one or two glass fragments in the bottom, about four or five millimetres in size. He showed them to Mrs. Choi and called out to a male flight steward who was standing in the galley nearby, and told him that there was glass in the cup. The steward took the cup and asked if the plaintiff was all right; the plaintiff said that he thought he was. The steward spoke to a stewardess who picked up a telephone and spoke on it; the plaintiff assumed that she was reporting the incident to someone. This steward was not the steward called by the defendant as a witness in both trials.

8. No further action was taken on the flight. After landing, the plaintiff found an item of baggage missing. He reported it to a member of the ground staff who was looking after the defendant’s passengers. He did not say anything to her about the swallowed glass; nor she to him. He went to his hotel. At first he said that that night he felt unwell with stomach cramps and rectal bleeding, but from cross-examination it seems that he went to bed that night, and felt the symptoms the next day. In any event, he says that he had stomach cramps, and in the afternoon or early evening of the following day he started to pass black, tarry stools. He tried the old remedy of eating dry bread to shift something which is stuck in the digestive tract, and made some inquiries about insurance and found that he was only covered in Australia, but he did not seek medical attention that day.

9. On the following day, 28 September 2000 the plaintiff went to the Tang Siu Kin Hospital where he was seen by a Dr. Yuen. Admission was recommended, and he was given forms to fill in, but when he said that he did not have a Hong Kong identity card, he was told that he would have to deposit $20,000.00. His wallet had been stolen in Thailand, so he had no credit cards. He tried to contact the defendant to see if he could get some assistance, but could not get through. Eventually he left the hospital and returned to his hotel.

10. The plaintiff says that he continued to feel ill, suffering from stomach cramps and passing black, tarry stools. He remained in his hotel room. He had no energy; it was an effort to walk to the bathroom. He felt better after ten days to a fortnight, and was back to his old self after three weeks. However because he was ill he was unable to attend to his business and lost a contract for the sale of glass from which he expected to make a profit of about $500,000.00.

11. Ultimately, the plaintiff managed to contact the defendant’s representatives. He was referred by them to a Dr. Innes and a Dr. Lam Kam Hing. I will deal with their reports below.

# Medical Evidence

12. The plaintiff called Dr. Wong Yau Tak, who is the head of the Accident and Emergency Department of Tang Siu Kin Hospital. He did not see the plaintiff himself, but it was his duty to screen X-ray reports, and he did so in this case. He produced the medical notes relating to the plaintiff’s examination at the hospital on 28 September 2000, on which he had written his own comment after screening, and he explained the notes.

13. From the notes it appears that the plaintiff was first seen by a nurse who assessed his case as semi-urgent and took his history. He was seen by Dr. Yuen who recorded that the plaintiff had no bleeding, no “coffee-ground” vomit, no dizziness or shortness of breath. He was afebrile with no pallor, his chest was clear and his air entry normal. His cardiovascular system was normal and his heart sounds normal with no murmur. His abdomen was soft with no tenderness, guarding or rebound and bowel sounds could be heard. Rectal examination showed no melaena, i.e. black, tarry stool. Dr. Yuen also drew a diagram showing the area where the plaintiff complained of tenderness, in the middle of the abdomen. He recommended admission to the surgical ward and that the patient be given “nil by mouth” and put on a saline drip preparatory to admission.

14. The plaintiff was sent for an X-ray. Dr. Wong says that Dr. Yuen would have gone off duty at 6 p.m. The notes show that a Dr. Chan told the plaintiff that admission was recommended. However the plaintiff left the place where he had been waiting; his name was called later but ultimately the case was signed off by the doctor on the basis that the patient had left.

15. Later the X-ray came in and Dr. Wong screened the case. The X-ray, which was of acceptable quality, showed a small pelvic opacity over left sacro-iliac joint. Dr. Wong’s view was that it was unlikely to be glass particle; it was ovoid or roundish. He thought it was a calcified lymph node. Glass could be expected to show a sharp rim.Accordingly Dr. Wong wrote his comment on the notes“film reviewed unlikely to be glass particle”. He further said that he saw that Dr. Yuen had recommended that the plaintiff be called back for re-assessment but a nurse told him that attempts to contact him had failed; so he advised that the notes be left open for 2 more days, to see if the plaintiff would return.

16. Dr. Wong said that from his knowledge gleaned from the relevant literature, a glass particle would have an average chance of one in four of being detected by X-ray. Whether it was radio-opaque would depend on the silica content in the glass, and this varied; the figure he gave was an average figure for all types of glass. He said ingestion of glass could cause tarry stools but that many other things, including alcohol, drugs, aspirin, ulcer or cancer could cause them also. A swallowed object would take 48 to 72 hours to go through the digestive tract, so it would be possible for tarry stool still to be found by the examining doctor if the plaintiff had swallowed glass.

17. Dr. Yuen wrote a report dated 26 June 2001 which repeated the findings shown on the notes referred to above. The plaintiff was also seen by Dr. F. K. Innes and Dr. Lam Kam Hing on 9 October 2000 at the instance of the defendant. Dr. Innes said that his blood pressure and haemoglobin were normal, but he was referred to Dr. Lam for gastroscopy. In fact Dr. Innes was given the X-rays of another patient in error, which were normal, but he later said that even though they were normal he had referred the plaintiff to Dr. Lam, a surgeon, for further investigation because of the symptoms of black tarry stools which suggested gastro-intestinal bleeding, and because of the well-known fact that glass may or may not show up on an X-ray.

18. Dr. Lam said that the plaintiff appeared to be under stress from the incident and the possibility of having pieces of glass in the intestine. He found no pallor, and a mild degree of tenderness in the centre of the abdomen, over an ill-defined area. A rectal examination was done, but no mass was felt and brown stool was detected. A gastroscopy was performed but no foreign body was found. The patient was told that this test did not rule out the possibility of a foreign body in other parts of the intestine, and if he felt unwell further tests should be done. He was prescribed diazepam because he was anxious and worried.

# The Altered Document

19. As I have indicated, on the copy of the notes from Tang Siu Kin hospital which were put before H. H. Judge Carlson Dr. Wong’s comment appeared to read “film reviewed, likely to be glass particle.” The plaintiff’s evidence on this was that he had obtained a copy from the hospital and had given it to the solicitor then acting for him, who had given him back either the original or a copy, he did not know which. He could not remember having sent the copy by fax to the defendant’s solicitors, though that in the defendant’s bundle, which was before me and which had been before Judge Carlson, bore to have been sent from the plaintiff’s fax machine or computer on 6 May 2002. He simply did not know and could not explain how the word came to read “likely” rather than “unlikely”; or who, if anyone, had altered it.

20. From cross-examination it appears that Judge Carlson had asked the plaintiff to obtain a certified copy of this document during the adjournment after the first day of the trial; he had not been able to produce it, because he had been told by a medical officer that it would take two to three weeks, and there simply was not time. He had not asked for another uncertified copy. He had told Judge Carlson all this at the resumption of the trial.

# Evidence for the defendant

21. The defendant called Mr. Bukoh Seng Koon, a flight attendant. In fact at the first trial, the defendant had wished to produce Mr. Bukoh’s statement; the plaintiff had asked for him to be made available for cross-examination; and that was why there was an adjournment after the first day. It is the plaintiff’s evidence that whoever was the male steward to whom he handed the plastic cup with the glass fragments in it, that was not Mr. Bukoh.

22. Mr. Bukoh said that on 26 September 2000, he was on duty in the economy class cabin of Flight SQ 002. He was the only male attendant on duty there; there were eight cabin crew in the economy cabin, and all but he were female. There were two galleys, back to back. Four attendants served the after section of the economy cabin from one galley, and four the forward section from the other. He had no particular recollection of who was on duty besides himself, but he had checked the relevant flight rosters and had found that all the other attendants were female.

23. He said that if someone had given him a cup with glass in the bottom he would have brought the cup and the glass to the attention of his leading steward, who would take the matter from then on and would usually put it in a report and check if the passenger needed additional help. The report is the Voyage Report which is used to record even the most trivial of incidents.

24. Mr. Bukoh said that no glasses were used in the economy section, only clear plastic cups; one such was produced. The only glass in that section would be the bottles on the trolley. The only drinks on the trolley would be champagne, beer and orange juice. If a passenger wanted any other drink it would be taken from the refrigerator in the galley and there poured into a plastic cup and then brought to the passenger.

25. He said that pineapple juice would normally come from a ring-pull can obtained from a manufacturer called Lee’s, in Singapore; one such can was produced. The airline had been using that type of canned pineapple juice throughout the six years he had been working for it. The can holds more than a plastic cup, but the passenger does not get the can as well; the opened, half-empty can is put back in the refrigerator, and may be used if someone else asks for pineapple juice. It would have no lid on it. Sometimes juice from a carton would be used if cartons were loaded at some other aiport, but any opened can or carton would be cleared out of the refrigerator at Singapore and new, unopened Lee’s cans would be put in.

26. He also said that he had never known of any breakages in the economy class; in effect there was nothing to break, though glasses used in the business class were broken from time to time. He had once had a report of a hair in food, and once a report of a porcelain chip in food, which would have come from the dish that the food came in.

27. The defendant has also produced a statement of one Cheng Kek Nguang, the in-flight supervisor on the flight who says that no complaint was reported to him, and there was no record of the incident complained of in the Cabin Voyage Report. There are also two statements from one Pamela Fan Chi Mei, the member of ground staff who dealt with the plaintiff’s missing baggage complaint. She said that the plaintiff appeared drunk then; this was something which, I believe, was given some prominence in the earlier trial but not before me. The plaintiff said that he had had two beers and a whisky on the flight but that is neither here nor there. The effect of this statement is simply to confirm what is not in dispute namely that the plaintiff did not make any complaint to ground staff of glass in pineapple juice.

# Evaluation

28. The plaintiff has represented himself in both trials. He is a dogged, determined individual. I have no doubt that he is convinced that he swallowed glass, and suffered abdominal symptoms afterwards. He was no doubt convinced of it when he presented to Dr. Lam, who gave him medication because he was anxious and worried. He is also convinced that the defendant has throughout tried to “cover up” the incident of which he complains.

29. Unfortunately, however, there is before me only the plaintiff’s own word that the incident happened. His evidence is inconsistent on some points as to exactly how it happened. Some points are simply unlikely; for instance that the seat-back tray was in the down position while the aircraft was landing or taxi-ing; it is common knowledge among air travellers, a sizeable proportion of the population in this day and age, that on any reputable airline there is an announcement about seat position, trays and seat belts before landing, and the cabin crew members check that the instructions are followed. Further there is really no good explanation as to why he waited two days before seeking medical attention. If glass is swallowed there is a potential danger of a puncture to the stomach or bowel, with serious results. It is not something to be treated lightly.

30. The medical evidence is at best equivocal. There was apparently nothing objectively wrong with the plaintiff when he saw Dr. Yuen. All the physical signs recorded were normal. In particular the abdomen was soft and non-tender; bowel sounds were normal, per rectal examination was normal; and no melaena, i.e. tarry stool was found. The possibility of glass in the digestive tract could not be ruled out, and that was why admission was advised; but for whatever reason the plaintiff was not admitted, and so we do not have any better evidence than what appears in Dr. Yuen’s report and notes. The reports of Drs. Innes and Lam are likewise equivocal; they do not rule out what the plaintiff complains of but there is nothing in them to support it.

31. The original note by Dr. Wong likewise does not rule out the presence of glass in the abdomen. All he was saying is that what he could see on the film did not appear to be glass; but he says in effect that there could have been glass there, which was not visible on X-ray.

32. If that were all, it would be possible to accept the plaintiff’s evidence. But his major problem now lies in the false, or altered copy of the note by Dr. Wong. We know that it came from the plaintiff; it was put in the trial bundle for use in the first trial. But the plaintiff cannot explain it. He simply says that he does not know how it came to be like that. He has suggested that it might have been altered by accident, in that something might have got on to it while it was being copied, which has to be a very remote possibility. The other writing on the copy is clear. He has suggested that it was altered by his own former solicitor or by the defendant’s solicitor; suggestions which are too far-fetched for serious consideration.

33. I am left with a false document which only the plaintiff might be able to explain and he says he cannot explain it. The obvious inference in the absence of explanation is that he has tried to “gild the lily” but the attempt has backfired. I do not say it is the only inference which may be drawn; that is a matter for the criminal courts; but it is the most likely inference. In the circumstances the plaintiff’s evidence must be treated with suspicion. It might be possible to regard his evidence as credible in spite of that suspicion if corroboration could be found, but unfortunately there is none. His witness, Mrs. Choi has not given evidence before me and there is no other independent corroboration of what he says.

34. Looking at the evidence from the defence side, Mr. Bukoh seemed a straightforward and honest witness. It is true that he was not interviewed or asked for a statement until late 2001 or early 2002 but he would surely have remembered a report if one had been made. The plaintiff of course says that Mr. Bukoh was not the steward, it was someone else; but there seems to be no reason to doubt that Mr. Bukoh was the only male steward in the complement of eight cabin crew in the economy section. I suppose there may be a remote possibility that another male steward had come in from another section, but in any event if a complaint was made, it is very difficult to see why it would not be followed up. Mr. Bukoh says that crew are encouraged to report, and not penalised for doing so. Further the defendant is a major Asian airline; its liability for passenger claims is limited by international convention and statute and it presumably carries insurance against such claims. If a complaint was made, other passengers would have been in a position to see and hear it being made. Any notional advantage to be gained by a “cover-up” of the complaint would be outweighed by the adverse publicity which the airline would suffer if it failed. Airlines are notoriously conscious of publicity; their advertisements are inescapable by the newspaper reader or television viewer.

35. For these reasons I cannot be satisfied on the balance of probabilities that the plaintiff did swallow glass in the pineapple juice or suffer bodily injury thereby.

# The Statutory Defence

36. Though it is not strictly necessary in the light of the finding above, I will deal with the statutory defence, as interpreted by the United Kingdom Courts.Decisions on the interpretation of Article 20 in relation to international carriage are relevant.

37. In Swiss Bank **Corporation and Others v** Brink's-**Mat Ltd and Others [1986] 2 Lloyd's Rep 79** Lord Bingham considered the earlier authorities and interpreted Article 20 thus:

*(b) Article 20*

*Article 18 (1) establishes the prima facie liability of Swissair/KLM for the loss of the SBC and UBS consignments. To defeat this liability they relied on art 20:*

*The carrier is not liable if he proves that he and his servants or agents have taken all necessary measures to avoid the damage or that it was impossible for him or them to take such measures.*

*It was argued for Swissair/KLM that "impossible" should be construed as meaning "not reasonably possible". I do not accept this. "Impossible", even if it cannot be read with complete literalness, is a very strong word. It envisages damage which was inevitable, or at least which no human precaution or foresight would have prevented. This was not the case here. After the robbery KLM constructed a secure area within their warehouse. It might have been inconvenient and difficult to do this before the robbery, but I would not be justified in holding that it was impossible.*

*It was also argued for Swissair/KLM that "all necessary measures" means "all reasonably necessary measures". This construction was accepted by Mr Justice* ***Chapman in Goldman v Thai Airways International Ltd****, (31/3/81, unreported). It also finds support in a judgment in an opinion of Judge Conner sitting in the US District Court for the Southern District of New York,* ***Manufacturers Hanover Trust Company v Alitalia Airlines****, 429 F Supp 964 (1977):*

*“Both plaintiff and defendant have devoted considerable efforts to explain and support their respective constructions of the phrase "all necessary measures". But, in the end, a common-sense reading serves best. Thus, notwithstanding plaintiff's argument to the contrary, this Court concludes that the phrase "all necessary measures" cannot be read with strict literality, but must, rather, be construed to mean "all reasonable measures". After all, there could scarcely be a loss of goods -- and consequently no call for operation of Article 20 -- were a carrier to have taken every precaution literally necessary to the prevention of loss. Nor, on the other hand, may a carrier escape liability under Article 20, as Alitalia suggest, by demonstrating no more than its recourse to some -- as opposed to all -- reasonable measures. In short, Article 20 requires of defendant proof, not of a surfeit of preventatives, but rather, of an undertaking embracing all precautions that in sum are appropriate to the risk, i.e, measures reasonably available to defendant and reasonably calculated, in culmination, to prevent the subject loss.”*

*I respectfully agree with the way the matter is put by the learned Judge. If, as I think, he interprets the article as imposing a somewhat higher duty upon the carrier than a mere duty to take reasonable care, I agree with that interpretation also. In* ***Chisholm v British European Airways****, [1963] 1 Lloyd's Rep 626, Mr Justice Atkinson (as he then was) was attracted by that approach, but felt bound to follow and adopt what was said by Lord Justice Greer in his dissenting judgment in* ***Grein v Imperial Airways Ltd****, (1936) 55 LL Rep 318; [1937] 1 KB 50. The policy of the Convention is, however, to impose a prima facie liability on the carrier, subject always to the limitation in art 22 unless the carrier loses that protection by virtue of art 25. The carrier can escape liability altogether by proving that it was impossible for him to take measures to avoid the damage. The alternative means of escape, that he took all (reasonably) necessary measures to avoid the damage, in my view requires him to prove more than that he was not negligent. That is the price he pays for the limitation of liability.*

38. In the present case, on the evidence of Mr. Bukoh, the pineapple juice in the plastic cup must have come from a can which was loaded unopened at Singapore. It might have been poured fresh when the can was opened, or poured after the can had been left open in the refrigerator, but there is nothing to suggest that glass could have fallen into an opened can in the refrigerator, for there was no glass in the cabin except for the bottles which were on the trolley. So we must take it that the glass, if glass there was, came from the can, or was perhaps in the plastic cup when it was empty though again there is nothing to suggest that glass could have got into the cup in the galley. Therefore the most likely conclusion is that if there was glass it came in the can, from the juice manufacturer.

39. The plaintiff argues that if the defendant must prove more than that it was not negligent, it has not done so, because there is no evidence before me of any kind of quality control exercised by the defendant over the pineapple juice or indeed other provisions supplied to it. It is true that there is no evidence as to what steps the defendant took to check that there was nothing wrong with the provisions supplied to it; but it is difficult to see what they were expected to do, in the case of canned drinks. Such drinks come from the supplier in cans; even if one takes random samples of them it will not guard against a foreign body in an individual can. Perhaps they could have put all fruit juices through a sieve when pouring them out of the container though I doubt that this would be regarded as a “necessary” measure unless there had been some history of foreign bodies in drinks supplied by a particular supplier.

40. If we go back to the ***Manufacturers Hanover*** dictum cited with approval by Lord Bingham, the defendant must prove that it took “*precautions that … are appropriate to the risk, i.e., measures reasonably available to defendant and reasonably calculated… to prevent the subject loss*”. It is difficult to see what those precautions should be, when one looks at canned drinks. The risk of finding a foreign body in a canned drink in this day and age is very slight. It is so slight that I do not think that even the most prudent airline could be expected to have its cabin crew sieve, or even individually check, every drink for foreign bodies.

41. In my view, therefore, if the plaintiff had been able to establish on the balance of probabilities that there had been glass fragments in the pineapple juice which he drank and that they caused him bodily injury, the defendant could have escaped liability by the application of Article 20.

# Quantum

42. The plaintiff could in any event only recover damages for bodily injury, i.e. for pain, suffering and loss of amenity. Economic loss is not provided for. Per Lord Hope in **Sidhu** at page 448:

It would be largely destructive of the system which this chapter seems to have been designed to lay down if a passenger were to be able, for example, to maintain a claim of damages for non-bodily injury, for loss of or damage to the personal possessions which he had with him inside the aircraft or for economic loss, outside the conditions and limits set by the Convention while maintaining a claim under the Convention for the bodily injury.

43. I do not think it necessary for me to comment on the award made in the first trial or to substitute any award that I might have made for pain, suffering and loss of amenity on a finding of liability. I will only say that as is clear from the case of **Sidhu**, damages for economic loss could not be recovered, even if they had been proved, and in this case there was a dearth of evidence of such loss apart from the plaintiff’s own word for it.

# Conclusion

44. It follows that the plaintiff’s claim is dismissed. I will hear the parties as to costs.

(G.P. Muttrie)

District Judge

Plaintiff, acting in person

Mr. Joanathan Frasher instructed by M/S Stevenson, Wong & Co. for Defendant