

## **THE LITIGATION CASE OF THE CENTURY**

### **SUMMARY OF THE JUDGMENT**

#### **RELIEF**

1. The Court pronounced for the force and validity of the last Will of Mrs Nina Wang dated 28 July 2002 and pronounced against the force and validity of the alleged last Will dated 16 October 2006 laid before the Court by Mr Tony Chan. The Court also dismissed the counterclaim of Mr Chan and ordered him to pay the legal costs of Chinachem Charitable Foundation Limited.

#### **THE 2002 WILL**

2. The 2002 Will was drafted by Mrs Wang with the assistance of her secretary and sister, which involved several drafts before the final version. Mrs Wang signed the 2002 Will in the presence of two witnesses.
3. The Court found that the 2002 Will, naming, inter alia, Chinachem Charitable Foundation Limited as beneficiary and for charitable purposes after her death, was duly executed by Mrs Wang and attested in accordance with Section 5(1) of the Wills Ordinance.
4. The Court rejected Mr Chan's evidence and submission that the ulterior motive of Mrs Wang in making the 2002 Will, and donations to various Chinese entities, was to enhance her public image and solicit assistance from Central Government in her probate litigation with her father-in-law. The Court also rejected Mr Chan's submission as to why Mrs Wang would replace the 2002 Will with the 2006 Will, viz she loved him so much that she wanted to give him everything.
5. The 2002 Will reflected the true and long held intention of Mrs Wang for Chinachem Charitable Foundation Limited to continue with charitable works she had started and to pursue the setting up of a prize similar to the Nobel Prize. Up to her death, Mrs Wang's actions, including her publicly avowed charitable intentions, were in line with the 2002 Will. If Mrs Wang had revoked the 2002 Will and replaced it with the 2006 Will, giving her entire estate to Mr Chan, it would be a complete departure from her publicly acknowledged charitable intentions for her estate after her death.
6. The Court did not find Mr Chan to be a credible witness in this regard. The Court found that Mr Chan was prepared to say anything to advance his claim in the action. The Court did not find Mr Chan truthful.

#### **IS THE 2006 WILL A FORGERY?**

7. Mrs Wang's Relationship with Mr Chan

- 7.1 The Court found that Mrs Wang's relationship with Mr Chan started off as a client and fung shui master relationship and even though some form of intimacy did develop after September 1992, Mr Chan at the same time acted as Mrs Wang's fung shui master. Mr Chan obtained financial benefit from the services he provided throughout this period.
- 7.2 The Court further found that as far as Mrs Wang was concerned, her intimate relationship was a secret and to be kept as such – to be buried with her.

8. The 2006 Will

- 8.1 Having considered all factual and expert evidence, as well as relevant circumstantial background, the Court found that the 2006 Will was not signed by Mrs Wang in the presence of the two witnesses, Mr Winfield Wong and Mr Ng Shun Mo, on 16 October 2006.
- 8.2 The Court found that the document executed on 16 October 2006 was the Specific Bequest Will as testified by Winfield Wong. This Will left a sum of about HK\$10 million to a Mr Chan. This Specific Bequest Will cannot be found.
- 8.3 The Court considered the hard physical evidence derived from document examination together with the attesting witnesses' testimonies on the process of execution of the document they signed as witnesses to Mrs Wang's execution on 16 October 2006.
- 8.4 The Court found that the Electro Static Detection Apparatus ["ESDA"] evidence established that:
- (a) The signatures and writings on the 2006 Will were signed and written when it was placed on top of the Unsigned Document i.e. the two sheets of paper were together (the 2006 Will on top of the Unsigned Document) when the 2006 Will was signed.
  - (b) There was no substantial movement in the handling of the 2006 Will and the Unsigned Document causing displacement of the Unsigned Document or the 2006 Will in between the execution of the three signatures of the 2006 Will.
- 8.5 The Court accepted the evidence of Ng Shun Mo and found that when Mrs Wang and the two witnesses signed the document on 16 October 2006, there was only one sheet of paper in front of them. Together with the ESDA

evidence, the Court ruled out the 2006 Will as the document executed on 16 October 2006.

- 8.6 The Court accepted the evidence of Winfield Wong that:
- (a) The document was handed to him in the air by Mrs Wang.
  - (b) He read the document by holding it in the air.
  - (c) He handed the document back to Mrs Wang for her to sign.
- 8.7 The Court found that in the course of the execution process by the three parties, the following motions are likely to cause slippage between two sheets of paper:
- (a) Picking up the document off the table into the air.
  - (b) Placing the document from the air onto the table.
  - (c) Passing the document in the air from one person to another.
  - (d) Turning the document on the table surface.
  - (e) Addressing the paper to the customized angle of the writer for writing or signing on it.
- 8.8 The Court found that assuming there were two sheets of paper, which the Court found not to be the case, there would have been some displacement of the two sheets of paper during the process. This would produce a result incompatible with the ESDA evidence. The Court therefore drew the implication that the 2006 Will was not the document executed on 16 October 2006.
- 8.9 Further, document examination revealed that there was a crease on the 2006 Will and Mrs Wang's purported signature on the 2006 Will was written across the crease. Expert evidence established that the purported signature of Mrs Wang was signed on the 2006 Will after the crease was made. The Court accepted the evidence of Winfield Wong and Ng Shun Mo and found that the document they attested to on 16 October 2006 had no crease on it. The Court therefore found that the 2006 Will was not the document executed by Mrs Wang on 16 October 2006.
- 8.10 The Court accepted Winfield Wong's evidence that the document he attested to on 16 October 2006 was a Will providing a specific gift of about HK\$10 million to a Mr Chan.
- 8.11 The Court found that Mrs Wang signed the Specific Bequest Will on 16 October 2006.
- 8.12 The Court did not believe that the relationship between Mrs Wang and Mr Chan was such that she was prepared to make him the sole heir to the Chinachem empire by giving him everything.

8.13 In view of the poor health of Mrs Wang, the Court found that Mrs Wang could not have typed out the 2006 Will and the Unsigned Document on 16 October 2006 by herself.

8.14 The Court found that the only person likely to have a part in the preparation of the 2006 Will and the Unsigned Document was Mr Chan. The Court found that Mr Chan lied and withheld relevant information from the Court regarding the circumstances leading up to the preparation of the document executed on 16 October 2006.

8.15 The Court rejected the evidence of Mr Chan's wife that he had showed her the 2006 Will on 18 October 2006, two days after he was given it.

8.16 The Court found that Mr Chan had been making preparations for a legal battle for Mrs Wang's estate for quite some time before her death.

## 9. The Handwriting Experts

9.1 The Court accepted the expert evidence of Mr Radley (instructed by Wilkinson & Grist) and Dr Giles (the 1<sup>st</sup> expert instructed by Mr Chan) as follows:

- (a) That the Nina Wang signature on the 2006 Will is a highly skilled simulation.
- (b) That the Winfield Wong signature on the 2006 Will is a highly skilled simulation.
- (c) That handwriting examination cannot prove whether the Ng Shun Mo signature and handwriting on the 2006 Will is genuine or forged.

9.2 The Court rejected the expert evidence of Mr Westwood (the 2<sup>nd</sup> expert instructed by Mr Chan).

## 10. Conclusion

The Court concluded that the 2006 Will is a forged document.