

IN THE JUDICIAL COMMITTEE
OF THE PRIVY COUNCIL

No. 25 of 1976

O N A P P E A L
FROM THE FEDERAL COURT OF MALAYSIA (Appellate Jurisdiction)

IN THE MATTER OF THE KONG THAI SAWMILL (MIRI) SDN. BHD.

and

IN THE MATTER OF THE COMPANIES ACT 1965

B E T W E E N:

KONG THAI SAWMILL (MIRI) SDN. BHD. (First Respondent)

LING BENG SIEW (Second Respondent)

LING BENG SIONG (Third Respondent)

APPELLANTS

and

LING BENG SUNG (Applicant)

RESPONDENT

And by Cross-Appeal

B E T W E E N:

LING BENG SUNG (Applicant) APPELLANT ON
CROSS-APPEAL

and

KONG THAI SAWMILL (MIRI) SDN. BHD. (First Respondent)

LING BENG SIEW (Second Respondent) and

LING BENG SIONG (Third Respondent)

RESPONDENTS ON
CROSS-APPEAL

R E C O R D O F P R O C E E D I N G S

V O L U M E VII

Coward Chance,
Royex House,
Aldermanbury Square,
LONDON EC2V 7LD

Stephenson Harwood & Tatham,
Saddlers' Hall,
Gutter Lane, Cheapside,
LONDON EC2V 6BS.

Solicitors for the Appellants
and the Respondent on the Cross-
Appeal

Solicitors for the Respondent
and the Appellant on the Cross-
Appeal

ExhibitsFile of Trust Documents

K T S 53

ExhibitsKTS53
File of Trust
DocumentsTRUST DOCUMENTS relating to the following Companies:-

- (I) KONG THAI LUMBER SENDIRIAN BERHAD
 - (II) SABAH AGENCY SENDIRIAN BERHAD
 - (III) P.T. KALIMANTAN SARI
 - (IV) UNITED SINGAPORE LUMBER (PTE) LIMITED
-

(I) KONG THAI LUMBER SENDIRIAN BERHAD

- (1) Robert Tai
- (2) Ngiong Chin Kwong
- (3) Sia Ho Liang
- (4) Hii Ing Long
- (5) Ling Kah Chee
- (6) Ling Tang Sing
- (7) Eng Kheng Him
- (8) Tang Choon Hong
- (9) Cheng Yew Kiew
- (10) Ting Ing Yee
- (11) Ting Ka Siang
- (12) Chen Siang Seng

(II) SABAH AGENCY SENDIRIAN BERHAD

- (1) Tai Sing Chii
- (2) Ling Tang Sing
- (3) Sia Ho Liang
- (4) Hii Ing Long
- (5) Pau Ung Ming
- (6) Ting Ka Siang
- (7) Chen Siang Seng

(III) P.T. KALIMANTAN SARI

- (1) Ting Ing Yee
- (2) Ling Tang Sing
- (3) Wong Siang Ming
- (4) Liu Sing Sang
- (5) Ting Ka Siang
- (6) Chen Siang Seng

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(continued)

(IV) UNITED SINGAPORE LUMBER (PTE) LIMITED

(1) Chen Siang Seng

(2) Ting Ka Siang

THIS TRUST DEED is made this 7th day of February, 1972;
BETWEEN Dato Ling Beng Siew (BIC No. K550450) of No. 13, Island
Road, Sibu (hereinafter called the Trustee) of the one part and
Robert Tai (I/C No. K130547) of Sibu (hereinafter called the
Beneficial Owner) of the other part.

HEREAS:

1. The Trustee is holding 1250 shares in Kong Thai Lumber Sendirian Berhad (hereinafter called the Company) at \$100.00 per share as per the Company's Share Certificate No. 1 issued on 5th February, 1969 and Share Certificate No. 11 issued on 23rd October, 1971.
2. Of these 1250 shares, 80 shares are held by the Trustee in trust for the Beneficial Owner.
3. This Trust Deed is specially created for the confirmation of the aforesaid Trust.

NOW THIS DEED WITNESSETH:

1. The Trustee declares that he holds 80 shares in the Company and the dividends thereon, if any, in trust for the Beneficial Owner and will sell transfer or otherwise deal with such shares as the Beneficial Owner shall from time to time direct and at the costs of the Beneficial Owner, subject to the approval or sanction of the Board of the Directors of the Company.
2. The dividends (if any) declared by the Company relating to the said 80 shares after deduction of tax liabilities, the half of the balance of the same to be paid to the Beneficial Owner while the other half to be utilized in payment of loan and interests at the rate of 7% per annum owing by the Beneficial Owner to Kong Thai Sawmill (Miri) Sendirian Berhad.
3. The Trustee shall vote in respect of the said 80 shares according to the instructions given by the Beneficial

J. S. J.

[Signature]

Exhibits

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(continued)

Owner or to execute such proxy in favour of such member
or members of the Company to be named by the Beneficial
Owner with such directions with regard to voting as the
Beneficial Owner may think fit and proper.

IN WITNESS whereof the parties hereto have hereunto set
their hands and seals the day and year first above written.

SIGNED, SEALED and DELIVERED
by the said Dato Ling Beng
Siew (Trustee) in the
presence of:

[Handwritten signature]
.....

WONG CHI TUNG
2, Kampong Nyabor Road, Sibu
ADVOCATE

[Handwritten signature]

SIGNED, SEALED and DELIVERED
by the said Robert Tai
(Beneficial Owner) in the
presence of:

[Handwritten signature]
.....

JAMES Y. K HO
F-1, Park Arcade, Min.
Advocate.

[Handwritten signature]

NOV 9 1972
[Handwritten signature]

Exhibits

Exhibits

2. Lapsin #41/- } 98519 KTS 53
 Registration Fee \$ 5/- }
 Stamp Fee \$ 10/- } TRUST DEED
 SIBU DEED No. 1187

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 (continued)

THIS TRUST DEED is made the 6th day of November, 1972
 BETWEEN Dato Ling Beng Siew (BIC No. K550450) of No. 13, Island
 Road, Sibu (hereinafter called the Trustee) of the one part and
 Nguong Chin Kiong (BIC No. K264440) of Sibu (hereinafter called
 the Beneficial Owner) of the other part.

WHEREAS:

1. The Trustee is holding 1250 shares in Kong Thai Lumber Sendirian Berhad (hereinafter called the Company) at \$100.00 per share as per the Company Share Certificate No. 1 issued on 5th February, 1969 and Share Certificate No. 11 issued on the 23rd December 1971.
2. Of these 1250 shares, 80 shares are held by the Trustee in trust for the Beneficial Owner.
3. This Trust Deed is specially created for the confirmation of the aforesaid Trust.

NOW THIS DEED WITNESSETH:

1. The Trustee declares that he holds 80 shares in the Company and the dividends thereon, if any, in trust for the Beneficial Owner and will sell transfer or otherwise deal with such shares as the Beneficial Owner shall from time to time direct and at the costs of the Beneficial Owner, subject to the approval or sanction of the Board of the Directors of the Company.
2. The dividends (if any) declared by the Company relating to the said 80 shares after deduction of tax liabilities, the half of the balance of the same to be paid to the Beneficial Owner while the other half to be utilized in payment of loan and interests at the rate of 7% per annum owing by the Beneficial Owner to Kong Thai Sawmill (Miri) Sendirian Berhad.
3. The Trustee shall vote in respect of the said 80 shares according to the instructions given by the Beneficial Owner or to execute such proxy in favour of such member

N. C. Kiong

[Signature]

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or members of the Company to be named by the Beneficial Owner with such directions with regard to voting as the Beneficial Owner may think fit and proper.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED and DELIVERED
by the said Dato Ling Eow:
Siew (Trustee) in the
presence of:-

[Signature]
.....

WONG CHI TUNG
2, Kampong Nyabor Road, Sibuan
ADVOCATE

[Signature]

SIGNED, SEALED and DELIVERED
by the said Ngong Chin
Fwong (Beneficial Owner) in
the presence, of:-

[Signature]
.....

JAMES Y. K. HO
F-1, Park Arcade, Hill
Advocate.

[Signature]

9 NOV 1972
[Signature]

Registration Fee \$
Stamp Fee \$

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TRUST DEED

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(continued)

THIS TRUST DEED is made the _____ day of _____, 1972;
BETWEEN Datu Ling Dong Siew (BIC No. F558450) of No. 13, Island
Road, Sibu (hereinafter called the Trustee) of the one part and
Sia Ho Liong (BIC No. K252577) of Sibu (hereinafter called the
Beneficial Owner) of the other part.

WHEREAS:

1. The Trustee is holding 1250 shares in Kong Thai Lumber
Sempirian Berhad (hereinafter called the Company) at
\$100.00 per share as per the Company Share Certificate
No. 1 issued on 5th February, 1969 and Share Certificate
No. 11, issued on the 23rd December 1971.
2. Of those 1250 shares, 80 shares are held by the Trustee
in trust for the Beneficial Owner.
3. This Trust Deed is specially created for the confirmation
of the aforesaid Trust.

HOW THIS DEED WITNESSETH:

1. The Trustee declares that he holds 80 shares in the
Company and the dividends thereon, if any, in trust for
the Beneficial Owner and will sell transfer or otherwise
deal with such shares as the Beneficial Owner shall from
time to time direct and at the costs of the Beneficial
Owner, subject to the approval or sanction of the Board
of the Directors of the Company.
2. The dividends (if any) declared by the Company relating
to the said 80 shares after deduction of tax liabilities,
the half of the balance of the same to be paid to the
Beneficial Owner while the other half to be utilized in
payment of loan and interests at the rate of 7% per annum
owing by the Beneficial Owner to Kong Thai Sawmill (M.S.)
Sempirian Berhad.
3. The Trustee shall vote in respect of the said 80 shares
according to the instructions given by the Beneficial
Owner or to execute such proxy in favour of such member

[Signature]

[Signature]

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or members of the Company to be named by the Beneficial Owner with such direction with regard to voting as the Beneficial Owner may think fit and proper.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED and DELIVERED)
by the said Jato Ling Beng)
Siew (Trustee) in the)
presence of:-)

Jato Ling Beng
.....
[Signature]

WONG CHI TUNG
2, Kampong Nyabor Road, Sibu
ADVOCATE

SIGNED, SEALED and DELIVERED)
by the said Sia Ho Liong)
(Beneficial Owner) in the)
presence of:-)

Sia Ho Liong
.....
[Signature]

WONG CHI TUNG
2, Kampong Nyabor Road, Sibu
ADVOCATE

REGISTERED AT DISTRICT OFFICE, SIBU.
THIS 13 NOV 1972 DAY OF
[Signature]
REGISTRAR

Exhibits

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Documents
(continued)

TRUST DEED

THIS TRUST DEED is made the 6th day of November, 1972
BETWEEN Datu Lim Bong Siew (DIC No.K558450) of No.13, Island
Road, Sibu (hereinafter called the Trustee) of the one part and
Hii Ing Long (DIC No.K105037) of Sibu (hereinafter called the
Beneficial Owner) of the other part.

WHEREAS:

1. The Trustee is holding 1250 shares in Kong Thai Lumber
Sendirian Berhad (hereinafter called the Company) at
\$100.00 per share as per the Company Share Certificate
No.1 issued on 5th February, 1969 and Share Certificate
No.11 issued on the 23rd December 1971.
2. Of these 1250 shares, 80 shares are held by the Trustee
in trust for the Beneficial Owner.
3. This Trust Deed is specially created for the confirmation
of the aforesaid Trust.

NOW THIS DEED WITNESSETH:

1. The Trustee declares that he holds 80 shares in the
Company and the dividends thereon, if any, in trust for
the Beneficial Owner and will sell transfer or otherwise
deal with such shares as the Beneficial Owner shall from
time to time direct and at the costs of the Beneficial
Owner, subject to the approval or sanction of the Board
of the Directors of the Company.
2. The dividends (if any) declared by the Company relating
to the said 80 shares after deduction of tax liabilities,
the half of the balance of the same to be paid to the
Beneficial Owner while the other half to be utilized in
payment of loan and interests at the rate of 7% per annum
owing by the Beneficial Owner to Kong Thai Sawmill (Miri)
Sendirian Berhad.
3. The Trustee shall vote in respect of the said 80 shares
according to the instructions given by the Beneficial
Owner or to execute such proxy in favour of such trustee

Lim Bong Siew
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or members of the Company to be named by the Beneficial
Owner with such directions with regard to voting as the
Beneficial Owner may think fit and proper.

IN WITNESS whereof the parties hereto have hereunto set
their hands and seals the day and year first above written.

SIGNED, SEALED and DELIVERED
by the said Dato Ling Beng
Siew (Trustee) in the
presence of:-

[Handwritten signature]
.....

WONG CHI TUNG
2, Kampong Nyabor Road, Sibu
ADVOCATE

[Handwritten signature]

SIGNED, SEALED and DELIVERED
by the said (Beneficial Owner) in the
presence of:-

[Handwritten signature]
.....

WONG CHI TUNG
2, Kampong Nyabor Road, Sibu
ADVOCATE

[Handwritten signature]

REGISTERED AT DISTRICT OFFICE, SIBU
- 9 NOV 1953 - DAY OF
[Handwritten signature]
REGISTRAR

KTS 53

SIBU TRUST DEED No: 1211/72

Stamp: 9/2/72

THIS TRUST DEED is made the 11th day of NOV. 1972;
 BETWEEN Dato Ling Deng Siew (BIC No. K552450) of No. 23, Island
 Road, Sibn (hereinafter called the Trustee) of the one part and
 Ling Kah Chee (BIC No. K597959) of Sibn (hereinafter called the
 Beneficial Owner) of the other part.

WHEREAS:

1. The Trustee is holding 1250 shares in Kong Thai Lumber Sendirian Berhad (hereinafter called the Company) at \$100.00 per share as per the Company Share Certificate No. 1 issued on 5th February, 1969 and Share Certificate No. 11 issued on the 23rd December 1971.
2. Of these 1250 shares, 80 shares are held by the Trustee in trust for the Beneficial Owner.
3. This Trust Deed is specially created for the confirmation of the aforesaid trust.

NOW THIS DEED WITNESSETH:

1. The Trustee declares that he holds 80 shares in the Company and the dividends thereon, if any, in trust for the Beneficial Owner and will sell transfer or otherwise deal with such shares as the Beneficial Owner shall from time to time direct and at the costs of the Beneficial Owner, subject to the approval or sanction of the Board of the Directors of the Company.
2. The dividends (if any) declared by the Company relating to the said 80 shares after deduction of tax liabilities, the half of the balance of the same to be paid to the Beneficial Owner while the other half to be utilized in payment of loan and interests at the rate of 7% per annum owing by the Beneficial Owner to Kong Thai Sawmill (Miri) Sendirian Berhad.
3. The Trustee shall vote in respect of the said 80 shares according to the instructions given by the Beneficial Owner or to execute such proxy in favour of such member

X. L. Siew

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or members of the Company to be named by the Beneficial Owner with such directions with regard to voting as the Beneficial Owner may think fit and proper.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED and DELIVERED)
by the said Dato Ling Beng Siew (Trustee) in the presence of:-

[Signature]
.....
[Signature]

WCNG CHI TUNG
2, Kampong Nyabor Road, Sibn
ADVOCATE

SIGNED, SEALED and DELIVERED)
by the said Ling Kah Choo (Beneficial Owner) in the presence of:-

[Signature]
[Signature]
11-11-72.
DIAPULUNLIMA RUPIAH

No: 037/pa in his field
For legalization of the signature of
Ling Kah Choo Manager of
Comp. The Lumber Siamin Sural, de-
reside at Tawau Sabah
and known to me, notary,
Djakarra, November 11 1972
Notary.



REGISTERED AT DISTRICT OFFICE, SIBU
THIS 13 NOV. 1972 OF
[Signature]
REGISTRAR

10/16/72 } 9-16-72
TRUST DEED KTS 53

THIS TRUST DEED is made the 16th day of October, 1972
BETWEEN Dato Ling Beng Siew (NIC No. K551150) of No. 13, Island
Road, Sibu (hereinafter called the Trustee) of the one part and
Ling Tan Seng (NIC No. 58846) of Sibu (hereinafter called the
Beneficial Owner) of the other part.

WHEREAS:

1. The Trustee is holding 1250 shares in Kong Thai Lumber
Sendirian Berhad (hereinafter called the Company) at
\$100.00 per share as per the Company Share Certificate
No. 1 issued on 5th January, 1972 and Share Certificate
No. 11 issued on the 27th December 1971.
2. Of these 1250 shares, 60 shares are held by the Trustee
in trust for the Beneficial Owner.
3. This trust deed is specially created for the confirmation
of the aforesaid trust.

NOW THIS DEED IS MADE WITNESSETH:

1. The Trustee declares that he holds 60 shares in the
Company and the dividends thereon, if any, in trust for
the Beneficial Owner and will sell, transfer or otherwise
deal with such shares as the Beneficial Owner shall from
time to time direct and at the costs of the Beneficial
Owner, subject to the approval or sanction of the Board
of the Directors of the Company.
2. The dividends (if any) declared by the Company relating
to the said 60 shares after deduction of tax liabilities,
the half of the balance of the same to be paid to the
Beneficial Owner while the other half to be utilized in
payment of loan and interests at the rate of 7% per annum
owing by the Beneficial Owner to Kong Thai Sawmill (Miri)
Sendirian Berhad.
3. The Trustee shall vote in respect of the said 60 shares
according to the instructions given by the Beneficial
Owner or to execute such proxy in favour of such member
or members of the Company to be named by the Beneficial

KTS 53

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Owner with such directions with regard to voting as the Beneficial Owner may think fit and proper.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED and DELIVERED)

by the said Dato Ling Beng Siew (Trustee) in the presence of:-

WONG CHI TUNG
2, Kampong Nyabor Road, Sibu
ADVOCATE

SIGNED, SEALED and DELIVERED)

by the said Ling Tang Sing (Beneficial Owner) in the presence of:-

WONG CHI TUNG
2, Kampong Nyabor Road, Sibu
ADVOCATE

[Handwritten signatures and circular stamps]

REGISTERED AT DISTRICT OFFICE, SIBU
THIS 9 NOV 1972 DAY OF
[Signature]
REGISTER

Exhibits

TRUST DEED

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Exhibits

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THIS TRUST DEED is made the 17th day of ~~January~~, 1972,
BETWEEN Dato Ling Bong Siew (BIC No.K558450) of No.13, Island
Road, Sibu (hereinafter called the Trustee) of the one part and
Eng Kheng Hin (BIC No.K391454) of Sibu (hereinafter called the
Beneficial Owner) of the other part.

WHEREAS:

1. The Trustee is holding 1250 shares in Kong Thai Lumber
Sendirian Berhad (hereinafter called the Company) at
\$100.00 per share as per the Company Share Certificate
No.1 issued on 5th February, 1969 and Share Certificate
No.11 issued on the 23rd December 1971.
2. Of these 1250 shares, 80 shares are held by the Trustee
in trust for the Beneficial Owner.
3. This Trust Deed is specially created for the confirmation
of the aforesaid Trust.

NOW THIS DEED IT ENDS WITH:

1. The Trustee declares that he holds 80 shares in the
Company and the dividends thereon, if any, in trust for
the Beneficial Owner and will sell transfer or otherwise
deal with such shares as the Beneficial Owner shall from
time to time direct and at the costs of the Beneficial
Owner, subject to the approval or sanction of the Board
of the Directors of the Company.
2. The dividends (if any) declared by the Company relating
to the said 80 shares after deduction of tax liabilities,
the half of the balance of the same to be paid to the
Beneficial Owner while the other half to be utilized in
payment of loan and interests at the rate of 7% per annum
owing by the Beneficial Owner to Kong Thai Sawmill (Miri)
Sendirian Berhad.
3. The Trustee shall vote in respect of the said 80 shares
according to the instructions given by the Beneficial
Owner or to execute such proxy in favour of such holder.

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or members of the Company to be made by the Beneficial Owner with such directions with regard to voting as the Beneficial Owner may think fit and proper.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED and DELIVERED
by the said *Wong Chi Tung*
Siew (Trustee) in the
presence of:-

WONG CHI TUNG
2, Kampong Nyabor Road, Sibu
ADVOCATE

SIGNED, SEALED and DELIVERED
by the said *Wong Chi Tung*
(Beneficial Owner) in the
presence of:-

WONG CHI TUNG
2, Kampong Nyabor Road, Sibu
ADVOCATE

REGISTERED AT DISTRICT OFFICE, SIBU
THIS 9 NOV 1972, OF *[Signature]*
REGISTRAR

Exhibits

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Documents
(continued)TRUST DEED

THIS TRUST DEED is made the 11 day of November, 1972
BETWEEN Datu Ling Beng Siew (BIC No. K55F450) of No. 13, Inala
Road, Sibu (hereinafter called the Trustee) of the one part and
Tan Cheng Hong (BIC No. F306222) of Sibu (hereinafter called the
Beneficial Owner) of the other part.

WHEREAS:

1. The Trustee is holding 1250 shares in Kong Thai Lumber
Sawmills Berhad (hereinafter called the Company) at
100.00 per share as per the Company Share Certificate
No. 1 issued on 5th February, 1969 and Share Certificate
No. 11 issued on the 23rd December 1971.
2. Of these 1250 shares, 80 shares are held by the Trustee
in trust for the Beneficial Owner.
- 2- This Trust Deed is specially created for the confirmation
of the aforesaid Trust.

NOW THIS DEED IS WITNESSED:

1. The Trustee declares that he holds 80 shares in the
Company and the dividends thereon, if any, in trust for
the Beneficial Owner and will sell transfer or otherwise
deal with such shares as the Beneficial Owner shall from
time to time direct and at the costs of the Beneficial
Owner, subject to the approval or sanction of the Board
of the Directors of the Company.
2. The dividends (if any) declared by the Company relating
to the said 80 shares after deduction of tax liabilities,
the half of the balance of the same to be paid to the
Beneficial Owner while the other half to be utilized in
payment of loan and interests at the rate of 7% per annum
owing by the Beneficial Owner to Kong Thai Sawmill (Miri)
Sawmills Berhad.
3. The Trustee shall vote in respect of the said 80 shares
according to the instructions given by the Beneficial
Owner or to execute such proxy in favour of such member

W. S. Lim *J. S. Lim*

KTS 53

or members of the Company to be named by the Beneficial Owner with such directions with regard to voting as the Beneficial Owner may think fit and proper.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED and DELIVERED)
by the said Dato Ling Beng Siew (Trustee) in the presence of:-

WONG CHI TUNG
2, Kampong Nyabor Road, Sibn
ADVOCATE

SIGNED, SEALED and DELIVERED)
by the said Tan Chong Hong (Beneficial Owner) in the presence of:-

JAMES Y. K. HO
F-1, Park Arcade, Min.
Advocate.

RECEIVED
NOV 9 NOV 1972

[Handwritten signatures and circular stamps]

Registration Fee \$ 5/-
Stamp Fee \$ 10/-

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TRUST DEED

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(continued)

THIS TRUST DEED is made the 12th day of November, 1972;
BETWEEN Dato Ling Beng Siew (BIC No.K558450) of No.13, Island
Road, Sibu (hereinafter called the Trustee) of the one part and
Cheng Yew Kiew (BIC No.K104176) of Kuching (hereinafter called
the Beneficial Owner) of the other part.

WHEREAS:

1. The Trustee is holding 1250 shares in Kong Thai Lumber
Saudirian Berhad (hereinafter called the Company) at
\$100.00 per share as per the Company Share Certificate
No.1 issued on 5th February, 1969 and Share Certificate
No.11 issued on the 23rd December 1971.
2. Of these 1250 shares, 80 shares are held by the Trustee
in trust for the Beneficial Owner.
3. This Trust Deed is specially created for the confirmation
of the aforesaid Trust.

NOW THIS DEED WITNESSETH:

1. The Trustee declares that he holds 80 shares in the
Company and the dividends thereon, if any, in trust for
the Beneficial Owner and will sell transfer or otherwise
deal with such shares as the Beneficial Owner shall from
time to time direct and at the costs of the Beneficial
Owner, subject to the approval or sanction of the Board
of the Directors of the Company.
2. The dividends (if any) declared by the Company relating
to the said 80 shares after deduction of tax liabilities,
the half of the balance of the same to be paid to the
Beneficial Owner while the other half to be utilized in
payment of loan and interests at the rate of 7% per annum
owing by the Beneficial Owner to Kong Thai Lumber
Saudirian Berhad.
3. The Trustee shall vote in respect of the said 80 shares
according to the instructions given by the Beneficial
Owner or to execute such proxy in favour of such member

Cheng Yew Kiew

KTS 53

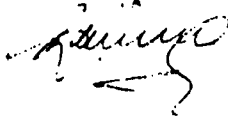
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(continued)

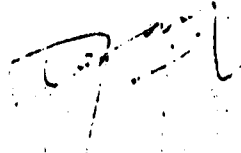
or members of the Company to be named by the Beneficial Owner with such directions with regard to voting as the Beneficial Owner may think fit and proper.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED and DELIVERED
by the said Dato Ling Beng
Kiew (Trustee) in the
presence of:-



WONG CHI TUNG
2, Kampong Nyabor Road, Sibn
ADVOCATE



SIGNED, SEALED and DELIVERED
by the said Cheong Yew Kiew
(Beneficial Owner) in the
presence of:-



REGISTERED AT DISTRICT OFFICE, SIBU
THIS 13 NOV 1972 DAY OF
REGISTRAR

DECLARATION OF TRUST KTS 53

This Trust Deed is declared this 6th day of November, 1972, by Dato Ling Beng Siew (BIC No.K558450) of No.13, Island Road, Sibis, Sarawak (hereinafter called the Trustee).

TERMS:

1. The Trustee is holding 1250 shares in Kong Thai Lumber Sendirian Berhad (hereinafter called the Company) at \$100.00 per share as per the Company Share Certificate No.1, issued on 5th February, 1969 and Share Certificate No.11 issued on the 23rd December 1971.
2. Of these 1250 shares, 80 shares are held by the Trustee in trust for Cheng Yew Kiew (BIC No.K104176) of Kuching, Sarawak (hereinafter called the Beneficial Owner).
3. This Trust Deed is specially created for the confirmation of the aforesaid Trust.

NOW THIS DEED WITNESSETH:

1. The Trustee declares that he holds 80 shares in the Company and the dividends thereon, if any, in trust for the Beneficial Owner and will sell transfer or otherwise deal with such shares as the Beneficial Owner shall from time to time direct and at the costs of the Beneficial Owner, subject to the approval or sanction of the Board of the Directors of the Company.
2. The dividends (if any) declared by the Company relating to the said 80 shares after deduction of tax liabilities, the half of the balance of the same to be paid to the Beneficial Owner while the other half to be utilized in payment of loan and interests at the rate of 7% per annum owing by the Beneficial Owner to Kong Thai Lumber Sendirian Berhad.
3. The Trustee shall vote in respect of the said 80 shares according to the instructions given by the Beneficial Owner or to execute such proxy in favour of such member or members of the Company to be named by the Beneficial Owner with such directions with regard to voting as the

[Signature]

KTS 53

- 2 -

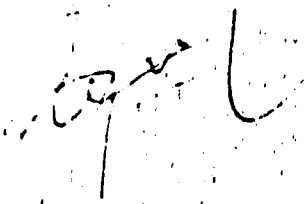
Beneficial Owner may think fit and proper.

IN WITNESS whereof the said Dato Ling Beng Siew has hereunto set his hand and seal the day and year first above written.

SIGNED, SEALED and DELIVERED)
by the said Dato Ling Beng Siew)
(Trustee) in the presence of:-)



WONG CHI TUNG
2, Kampong Nyabor Road, Sibu
ADVOCATE



REGISTERED AT DISTRICT OFFICE SIBU
THIS 19 NOV 1972
REGISTRAR

Stamp Fee \$

TRUST DEED

SIBU DEED No. *12*

KTS 53

KTS53
File of Trust
Documents
(continued)

THIS TRUST DEED is made the 6th day of November, 1972;
BETWEEN Dato Liag Beng Siew (BIC No. K55F450) of No. 13, Island
Road, Sibul (hereinafter called the Trustee) of the one part and
Ting Joo Yee (BIC No. K325162) of Sibul (hereinafter called the
Beneficial Owner) of the other part.

WHEREAS:

1. The Trustee is holding 1250 shares in Kang Thai Lumber
Saudirian Berhad (hereinafter called the Company) at
\$100.00 per share as per the Company Share Certificate
No. 1, issued on 5th day of February, 1969 and Share
Certificate No. 11 issued on the 23rd December 1971.
2. Of these 1250 shares, 80 shares are held by the Trustee
in trust for the Beneficial Owner.
3. This Trust Deed is specially created for the confirmation
of the aforesaid Trust.

NOW THIS DEED WITNESSETH:

1. The Trustee declares that he holds 80 shares in the
Company and the dividends thereon, if any, in trust for
the Beneficial Owner and will sell transfer or otherwise
deal with such shares as the Beneficial Owner shall from
time to time direct and at the costs of the Beneficial
Owner, subject to the approval or sanction of the Board
of the Directors of the Company.
2. The dividends (if any) declared by the Company relating
to the said 80 shares after deduction of tax liabilities,
the half of the balance of the same to be paid to the
Beneficial Owner while the other half to be utilized in
payment of loan and interests at the rate of 7% per annum
owing by the Beneficial Owner to Kang Thai ~~Saudirian~~
Saudirian Berhad.
3. The Trustee shall vote in respect of the said 80 shares
according to the instructions given by the Beneficial
Owner or to execute such proxy in favour of such member
or members of the Company to be named by the Beneficial

KTS 53

- 2 -

Owner with such directions with regard to voting as
the Beneficial Owner may think fit and proper.

IN WITNESS whereof the parties hereto have hereunto
set their hands and seals the day and year first above written.

SIGNED, SEALED and DELIVERED
by the said Date Ling Boag
Siew (Trustee) in the
presence of:-

Date Ling Boag Siew (Signature) (Seal)

WONG CHI TUNG
2, Kampong Nyabor Road, Sibu
ADVOCATE

Wong Chi Tung (Signature)

SIGNED, SEALED and DELIVERED
by the said Ting Ing Yoo
(Beneficial Owner) in the
presence of:-

Ting Ing Yoo (Signature) (Seal)



Dian Piranta Jam sil (Signature)
Dian Piranta Jam sil,
by virtue of the decree of the Chairman
of the Court of Central Jakarta dated
October 23, 1972 number 546/72 P.,
Deputy of Djaja Kalsaji H.H., officially
appointed Karyo Kepala in Jakarta.

REGISTERED AT DISTRICT OFFICE, SIBU.
THIS 3 NOV. 1972 OF 19
REGISTRAR

24/1-72 } 9-11-72
35/1- }
10/1- } KTS 53
TRUST DEED

THIS TRUST DEED is made the _____ day of _____, 1972;
BETWEEN Dato Ling Beng Siew (BIC No.K558450) of No.13, Island
Road, 4ibu (hereinafter called the Trustee) of the one part and
Ting Ka Siang (BIC No.K591491) of Sibn (hereinafter called the
Beneficial Owner) of the other part.

WHEREAS:

1. The Trustee is holding 1250 shares in Long Thai Lumber
Sempitiam Berhad (hereinafter called the Company) at
\$100.00 per share as per the Company Share Certificate
No.1 issued on 5th February, 1969 and share Certificate
No.11 issued on the 23rd December 1971.
2. Of these 1250 shares, 225 shares are held by the Trustee
in trust for the Beneficial Owner.
3. This Trust deed is specially created for the confirmation
of the aforesaid Trust.

NOW THIS DEED IS ENDEAVOURING:

1. The Trustee declares that he holds 225 shares in the
Company and the dividends thereon, if any, in trust for
the Beneficial Owner and will well transfer or otherwise
deal with such shares as the Beneficial Owner shall from
time to time direct and at the costs of the Beneficial
Owner, subject to the approval or sanction of the Board
of the Directors of the Company.
2. The dividends (if any) declared by the Company relating
to the said 225 shares after deduction of tax liabilities,
the half of the balance of the same to be paid to the
Beneficial Owner while the other half to be utilized in
repayment of loan and interests at the rate of 7% per annum
due and owing by the Beneficial Owner to the Trustee himself
3. The Trustee shall vote in respect of the said 225 shares
according to the instructions given by the Beneficial Owner
or to execute such proxy in favour of such member or members
of the Company to be named by the Beneficial Owner with...

C.C.T.

KTS 53
- 2 -

KTS53
File of Trust
Documents
(continued)

directions with regard to voting as the Beneficial
Owner may think fit and proper.

IN WITNESS whereof the parties hereto have hereunto
set their hands and seals the day and year first above written.

SIGNED, SEALED and DELIVERED)
by the said Dato Ling Beng
Siew (Trustee) in the
presence of:-

WONG CHI TUNG
2, Kampong Nyabor Road, Sibu
ADVOCATE

SIGNED, SEALED and DELIVERED)
by the said Ting Ka Siang
(Beneficial Owner) in the
presence of:-

Dato TIONG CHIONG CHU
2, Kampong Nyabor Road, Sibu
ADVOCATE

REGISTERED AT DISTRICT OFFICE SIBU
THIS 9 NOV 1962
REGISTRAR



[Handwritten signature]

Exhibits

Exhibits

Registration 1 5/-
State Fee 8 10/-

9-11-1972
K T S 53
TRUST DEED

KTS53
File of Trust
Documents
(continued)

THIS TRUST DEED is made the 11th day of November, 1972,
BETWEEN Dato Ling Beng Siew (BIC No. K558450) of No. 13, Island
Road, Sibul (hereinafter called the Trustee) of the one part and
Chen Siong Seng (BIC No. K830063) of Sibul (hereinafter called the
Beneficial Owner) of the other part.

WHEREAS:

1. The Trustee is holding 1250 shares in Kong Thai Lumber Sendirian Berhad (hereinafter called the Company) at \$100.00 per share as per the Company Share Certificate No. 1 issued on 5th February, 1969 and Share Certificate No. 11 issued on the 23rd December 1971.
2. Of these 1250 shares, 225 shares are held by the Trustee in trust for the Beneficial Owner.
3. This Trust Deed is specially created for the confirmation of the aforesaid Trust.

NOW THIS DEED WITNESSETH:

1. The Trustee declares that he holds 225 shares in the Company and the dividends thereon, if any, in trust for the Beneficial Owner and will sell transfer or otherwise deal with such shares as the Beneficial Owner shall from time to time direct and at the costs of the Beneficial Owner, subject to the approval or sanction of the Board of the Directors of the Company.
2. The dividends (if any) declared by the Company relating to the said 225 shares after deduction of tax liabilities, the half of the balance of the same to be paid to the Beneficial Owner while the other half to be utilized in repayment of loan and interest at the rate of 7% per annum due and owing by the Beneficial Owner to the Trustee himself.
3. The Trustee shall vote in respect of the said 225 shares according to the instructions given by the Beneficial Owner or to execute such proxy in favour of such member or members of the Company to be named by the Beneficial Owner with such

Chen Siong Seng

KTS 53

- 2 -

directions with regard to voting as the Beneficial
Owner may think fit and proper.

IN WITNESS whereof the parties hereto have hereunto
set their hands and seals the day and year first above written.

SIGNED, SEALED and DELIVERED)
by the said Liao Ling Beng)
Siew (Trustee) in the)
presence of:-)

WONG CHI TUNG
2, Kampong Nyabor Road, Sibu
ADVOCATE

SIGNED, SEALED and DELIVERED)
by the said Chen Siang Seng)
(Beneficial Owner) in the)
presence of:-)

WONG CHI TUNG
2, Kampong Nyabor Road, Sibu
ADVOCATE

- 9 NOV 1972

Handwritten signature



KTS 53
TRUST DEED

KTS53
File of Trust
Documents
(continued)

THIS TRUST DEED is made the *10th* day of *November* 1972; BETWEEN *Lat Pau Hong Niew* (DIC No. K55P450) of No. 13, Island Road, Sibul (hereinafter called the Trustee) of the one part and Mr. Tai Sing Chii (DIC No. K141111) of No. 18, Old Street, Sibul (hereinafter called the Beneficial Owner) of the other part.

WHEREAS:

1. The Trustee is holding 1745 shares in Sabah Agency Sendirian Berhad (hereinafter called the Company) at \$100.00 per share as per the Company's share Certificate No. 1 issued on 20th February, 1969 and share Certificate Nos. 12 and 15 issued on 23rd December 1971.
2. Of these 1745 shares, 225 shares are held by the Trustee in trust for the Beneficial Owner.
3. This Trust Deed is specially created for the confirmation of the aforesaid Trust.

NOW THIS DEED WITNESSETH:

1. The Trustee declares that he holds 225 shares in the Company and the dividends thereon, if any, in trust for the Beneficial Owner and will sell, transfer or otherwise deal with such shares as the Beneficial Owner shall from time to time direct and at the costs of the Beneficial Owner, subject to the approval or sanction of the Board of the Directors of the Company.
2. The dividends (if any) declared by the Company relating to the said 225 shares after deduction of tax liabilities, the half of the balance of the same to be paid to the Beneficial Owner while the other half to be utilized in payment of loan and interests at the rate of 7% per annum owing by the Beneficial Owner to Kong Thai Sawmill (Miri) Sendirian Berhad.
3. The Trustee shall vote in respect of the said 225 shares according to the instructions given by the Beneficial

ki

KTS 53

- 2 -

Owner or to execute such proxy in favour of such member
or members of the Company to be named by the Beneficial
Owner with such directions with regard to voting as the
Beneficial Owner may think fit and proper.

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IN WITNESS whereof the parties hereto have hereunto
set their hands and seals the day and year first above written.

SIGNED, SEALED and DELIVERED)
by the said Dato Ling Beng
Siew (Trustee) in the
presence of:-

.....
[Signature]

WONG CHI TUNG
2, Kampong Nyabor Road, Sibn
ADVOCATE

SIGNED, SEALED and DELIVERED)
by the said Mr. Tai Sing Chii
(Beneficial Owner) in the
presence of:-

.....
[Signature]

WONG CHI TUNG
2, Kampong Nyabor Road, Sibn
ADVOCATE

.....
[Signature]

REGISTERED AT DISTRICT OFFICE, SIBU
THIS 13 NOV 1972 DAY OF 19.....
[Signature]
REGISTRAR

KTS 5372
TRUST DEED

THIS TRUST DEED is made the 11th day of July, 1972;
BETWEEN Dato Ling Beng Siew (BIC No. K558450) of No. 13, Island
Road, Sibu (hereinafter called the Trustee) of the one part and
Ling Tang Sing (BIC No. K558450) of Sibu (hereinafter called the
Beneficial Owner) of the other part.

WHEREAS:

1. The Trustee is holding 1745 shares in Sabah Agency
Sondirian Berhad (hereinafter called the Company)
at \$100.00 per share as per the Company's Share
Certificate No. 1 issued on 20th February, 1969 and
Share Certificate Nos. 12 and 15 issued on 23rd
December 1971.
2. Of those 1745 shares, 80 shares are held by the Trustee
in trust for the Beneficial Owner.
3. This Trust Deed is specially created for the confirmation
of the aforesaid Trust.

NOW THIS TRUST DEED ENACTS:

1. The Trustee declares that he holds 80 shares in the
Company and the dividends thereon, if any, in trust for
the Beneficial Owner and will sell transfer or otherwise
deal with such shares as the Beneficial Owner shall from
time to time direct and at the costs of the Beneficial
Owner, subject to the approval or sanction of the Board
of the Directors of the Company.
2. The dividends (if any) declared by the Company relating
to the said 80 shares after deduction of tax liabilities,
the half of the balance of the same to be paid to the
Beneficial Owner while the other half to be utilized in
payment of loan and interests at the rate of 7% per annum
owing by the Beneficial Owner to Kong Thai Sawall (Miri)
Sondirian Berhad.
3. The Trustee shall vote in respect of the said 80 shares
according to the instructions given by the Beneficial

KTS 53

- 2 -

Owner or to execute such proxy in favour of such member or members of the Company to be named by the Beneficial Owner with such directions with regard to voting as the Beneficial Owner may think fit and proper.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED and DELIVERED)
by the said Dato Ling Beng Siew (Trustee) in the presence of:-)

WONG CHI TUNG
2, Kampong Nyabor Road, Sibu
ADVOCATE

SIGNED, SEALED and DELIVERED)
by the said Ling Tang Sing (Beneficial Owner) in the presence of:-)

WONG CHI TUNG
2, Kampong Nyabor Road, Sibu
ADVOCATE

REGISTERED AT DISTRICT OFFICE SIBU
THIS 9 NOV 1954 DAY OF ...
[Signature]

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Exhibits

Exhibits

Registered in
Stamp No. 5

KTS 53
TRUST DEED

KTS53
File of Trust
Documents
(continued)

THIS TRUST DEED is made this 14th day of _____, 1972,
BETWEEN Dato Ling Beng Siew (DIC No. 558450) of No. 13, Island
Road, Sibn (hereinafter called the Trustee) of the one part and
Sia Ho Liong (DIC No. K252577) of Sibn (hereinafter called the
Beneficial Owner) of the other part.

WHEREAS:

1. The Trustee is holding 1745 shares in Sabah Agency Sendirian Berhad (hereinafter called the Company) at \$100.00 per share as per the Company's Share Certificate No. 1 issued on 30th February, 1969 and Share Certificate Nos. 12 and 15 issued on 21st December 1971.
2. Of these 1745 shares, 80 shares are held by the Trustee in trust for the Beneficial Owner.
3. This Trust Deed is specially created for the confirmation of the aforesaid Trust.

NOW THIS DEED IN WITNESS:

1. The Trustee declares that he holds 80 shares in the Company and the dividends thereon, if any, in trust for the Beneficial Owner and will sell transfer or otherwise deal with such shares as the Beneficial Owner shall from time to time direct and at the costs of the Beneficial Owner, subject to the approval or sanction of the Board of the Directors of the Company.
2. The dividends (if any) declared by the Company relating to the said 80 shares after deduction of tax liabilities, the half of the balance of the same to be paid to the Beneficial Owner while the other half to be utilized in payment of loan and interests at the rate of 7% per annum owing by the Beneficial Owner to Kong Thai Sawmill (Miri) Sendirian Berhad.
3. The Trustee shall vote in respect of the said 80 shares according to the instructions given by the Beneficial

[Signature]

[Signature]

KTS 53

- 2 -

Owner or to execute such proxy in favour of such member or members of the Company to be named by the Beneficial Owner with such directions with regard to voting as the Beneficial Owner may think fit and proper.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED and DELIVERED)
by the said Dato Ling Hong Siew (Trustee) in the presence of:-

WONG CHI TUNG
2, Kampong Nyabor Road, Sibn
ADVOCATE

[Handwritten signature] ○
.....

SIGNED, SEALED and DELIVERED)
by the said Sia Ho Liong (Beneficial Owner) in the presence of:-

WONG CHI TUNG
2, Kampong Nyabor Road, Sibn
ADVOCATE

[Handwritten signature] ○
.....
[Handwritten signature]

REGISTERED AT DISTRICT OFFICE, SIBU
THIS 13 NOV 1972 DAY OF
REGISTRAR

Exhibits

Exhibits

KTS53
File of Trust
Documents
(continued)Registration
Stamp Fee

TRUST DEED

TRUST DEED NO. 119/72

THIS TRUST DEED is made the 6th day of November, 1972;
 between Late Ling Beng Siew (BIC No. F558450) of No. 13, Island
 Road, Sibu (hereinafter called the Trustee) of the one part and
 Lim Ing Liang (BIC No. K105037) of Sibu (hereinafter called the
 Beneficial Owner) of the other part.

WHEREAS:

1. The Trustee is holding 1745 shares in Sabah Agency Sendirian Berhad (hereinafter called the Company) at \$100.00 per share as per the Company's Share Certificate No. 1 issued on 20th February, 1969 and Share Certificate Nos. 12 and 15 issued on 23rd December 1971.
2. Of these 1745 shares, 80 shares are held by the Trustee in trust for the Beneficial Owner.
3. This Trust Deed is specially created for the confirmation of the aforesaid Trust.

NOW THIS DEED WITNESSETH:

1. The Trustee declares that he holds 80 shares in the Company and the dividends thereon, if any, in trust for the Beneficial Owner and will sell transfer or otherwise deal with such shares as the Beneficial Owner shall from time to time direct and at the costs of the Beneficial Owner, subject to the approval or sanction of the Board of the Directors of the Company.
2. The dividends (if any) declared by the Company relating to the said 80 shares after deduction of tax liabilities, the half of the balance of the same to be paid to the Beneficial Owner while the other half to be utilized in payment of loan and interests at the rate of 7% per annum owing by the Beneficial Owner to Hong Thai Siewall (Miri) Sendirian Berhad.
3. The Trustee shall vote in respect of the said 80 shares according to the instructions given by the Beneficial Owner or to execute such proxy in favour of such member

[Signature]

KTS 53

KTS53
File of Trust
Documents
(continued)

- 2 -

or members of the Company to be acted by the Beneficial Owner with such directions with regard to voting as the Beneficial Owner may think fit and proper.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED and DELIVERED)
by the said Date Lim Beng)
Sic (Trustee) in the)
presence of:-)

CHAI TONG
2, Kampong Nyabor Road, Sibu
ADVOCATE

SIGNED, SEALED and DELIVERED)
by the said Lim Beng)
(Beneficial Owner) in the)
presence of:-)

CHAI TONG
2, Kampong Nyabor Road, Sibu
ADVOCATE

[Handwritten signatures and initials]

REGISTERED AT DISTRICT OFFICE, SIBU
THIS 9 NOV 1972 DAY OF
[Handwritten signature]

Exhibits

Exhibits

Stamp Fee \$

10/- } 9-11-72
KTS 53KTS53
File of Trust
Documents
(continued)TRUST DEED

THIS TRUST DEED is made the 11th day of *November*, 1972;
BETWEEN Dato Ling Beng Siew (NIC No.K558450) of No.13, Island
Road, Sibu (hereinafter called the Trustee) of the one part and
Pau Uong Ming (I/C No.K223970) of Sibu (hereinafter called the
Beneficial Owner) of the other part.

WHEREAS:

1. The Trustee is holding 1745 shares in Sabah Agency
Sendirian Berhad (hereinafter called the Company)
at \$100.00 per share as per the Company's Share
Certificate No.1 issued on 20th February, 1969 and
Share Certificate Nos.12 and 15 issued on 23rd
December, 1971.
2. Of these 1745 shares, 80 shares are held by the Trustee
in trust for the Beneficial Owner.
3. This Trust Deed is specially created for the confirmation
of the aforesaid Trust.

NOW THIS DEED WITNESSETH:

1. The Trustee declares that he holds 80 shares in the
Company and the dividends thereon, if any, in trust for
the Beneficial Owner and will sell transfer or otherwise
deal with such shares as the Beneficial Owner shall from
time to time direct and at the costs of the Beneficial
Owner, subject to the approval or sanction of the Board
of the Directors of the Company.
2. The dividends (if any) declared by the Company relating
to the said 80 shares after deduction of tax liabilities,
the half of the balance of the same to be paid to the
Beneficial Owner while the other half to be utilized in
payment of loan and interests at the rate of 7 per annum
owing by the Beneficial Owner to Hong Thai Bank (Miri)
Sendirian Berhad.
3. The Trustee shall vote in respect of the said 80 shares
according to the instructions given by the Beneficial

Pau Uong Ming 9/11/72

Dato Ling Beng Siew

Exhibits

K T S 53

(2)

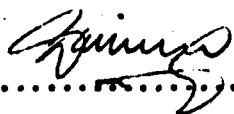
Exhibits

**KTS53
File of Trust
Documents
(continued)**

Owner or to execute such proxy in favour of such member
or members of the Company to be named by the Beneficial
Owner with such directions with regard to voting as the
Beneficial Owner may think fit and proper.

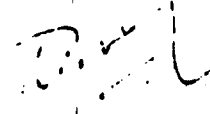
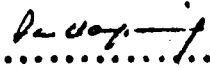
IN WITNESS whereof the parties hereto have hereunto set
their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED
by the said Dato Ling Beng
siew (Trustee) in the
presence of:


.....

WONG CHI TUNG
2, Kampong Nyabor Road, Sibu
ADVOCATE

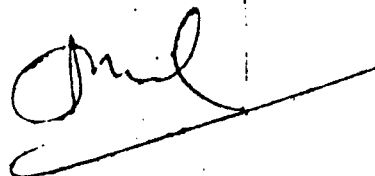
SIGNED, SEALED and DELIVERED
by the said Pau Jong Ling
(Beneficial Owner) in the
presence of:


.....

.....

JAMES Y. K. HO
F-1, Park Arcade, Miri
Advocate.



- 9 NOV 1972



Exhibits

Registration Fee \$ 5/10
 Stamp Fee \$ 10/10

TRUST DEED K T S 53

Exhibits

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 File of Trust
 Documents
 (continued)

THIS TRUST DEED is made the 10 day of February, 1972;
 BETWEEN Dato Ling Beng Siew (BIC No.K558450) of No.13, Island
 Road, Sibu (hereinafter called the Trustee) of the one part and
 Ting Ka Siang (BIC No.K591491) of Sibu (hereinafter called the
 Beneficial Owner) of the other part.

WHEREAS:

1. The Trustee is holding 1745 shares in Sabah Agency Sendirian Berhad (hereinafter called the Company) at \$100.00 per share as per the Company's Share Certificate No.1 issued on 20th February, 1969 and Share Certificate Nos.12 and 15 issued on 23rd December 1971.
2. Of these 1745 shares, 150 shares are held by the Trustee in trust for the Beneficial Owner.
3. This Trust Deed is specially created for the confirmation of the aforesaid Trust.

NOW THIS DEED WITNESSETH:

1. The Trustee declares that he holds 150 shares in the Company and the dividends thereon, if any, in trust for the Beneficial Owner and will sell transfer or otherwise deal with such shares as the Beneficial Owner shall from time to time direct and at the costs of the Beneficial Owner, subject to the approval or sanction of the Board of the Directors of the Company.
2. The dividends (if any) declared by the Company relating to the said 150 shares after deduction of tax liabilities, the half of the balance of the same to be paid to the Beneficial Owner while the other half to be utilized in repayment of loans and interests at the rate of 7% per annum due and owing by the Beneficial Owner to the Trustee himself.
3. The Trustee shall act in respect of the said 150 shares according to the instructions given by the Beneficial Owner or to execute such proxy in favour of such member or members

Exhibits

Exhibits

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- 2 -

**KTS53
File of Trust
Documents
(continued)**

of the Company to be named by the Beneficial Owner

with such directions with regard to voting as the Beneficial Owner may think fit and proper.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED and DELIVERED
by the said Wing Fong Siang
S'ia (Trustee) in the
presence of:-

WONG CHI TUNG
2, Kampong Nyabor Road, Sibu
ADVOCATE

SIGNED, SEALED and DELIVERED
by the said Wing Fong Siang
(Beneficial Owner) in the
presence of:-

David **TIONG CHIONG CHU**
2, Kampong Nyabor Road, Sibu
ADVOCATE

9 NOV 1972
David

[Handwritten signatures and circular stamps]

Exhibits

10/2 } 9-11-72

TRUST DEED K T S 53

Exhibits

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File of Trust
Documents
(continued)

THIS TRUST DEED is made the 11th day of October, 1972;
BETWEEN Dato Ling Beng Siew (BIC No. 455450) of No. 13, Jalan
Road, Sibu (hereinafter called the Trustee) of the one part and
Chen Siong Senq (BIC No. 11300(3)) of Sibu (hereinafter called the
Beneficial Owner) of the other part.

WHEREAS:

1. The Trustee is holding 1745 shares in Sabah Agency
Sendirian Berhad (hereinafter called the Company)
at \$100.00 per share as per the Company's Share
Certificate No. 1 issued on 20th February, 1969 and
Share Certificate Nos. 12 and 15 issued on 23rd
December 1971.
2. Of these 1745 shares, 150 shares are held by the Trustee
in trust for the Beneficial Owner.
3. This Trust deed is specially created for the confirmation
of the aforesaid Trust.

NOW THIS DEED IS WITNESSED:

1. The Trustee declares that he holds 150 shares in the
Company and the dividends thereon, if any, in trust for
the Beneficial Owner and will sell transfer or otherwise
deal with such shares as the Beneficial Owner shall from
time to time direct and at the costs of the Beneficial
Owner, subject to the approval or sanction of the Board
of the Directors of the Company.
2. The dividends (if any) declared by the Company relating
to the said 150 shares after deduction of tax liabilities,
the half of the balance of the same to be paid to the
Beneficial Owner while the other half to be utilized in
repayment of loan and interests at the rate of 7% per annum
due and owing by the Beneficial Owner to the Trustee himself.
3. The Trustee shall vote in respect of the said 150 shares
according to the instructions given by the Beneficial Owner
or to execute such proxy in favour of such member or members.

Chen Siong Senq

- 2 - K T S 53

of the Company to be named by the Beneficial Owner
with such directions with regard to voting as the
Beneficial Owner may think fit and proper.

IN WITNESS whereof the parties hereto have hereunto
set their hands and seals the day and year first above written.

SIGNED, SEALED and DELIVERED)
by the said Dato Ling Beng)
Siew (Trustee) in the)
presence of:-)

[Signature]
.....

WONG CHI TUNG
2, Kampong Nyabor Road, Sibu
ADVOCATE

[Signature]

SIGNED, SEALED and DELIVERED)
by the said Chen Siong Seng)
(Beneficial Owner) in the)
presence of:-)

[Signature]
.....

WONG CHI TUNG
2, Kampong Nyabor Road, Sibu
ADVOCATE

[Signature]

REGISTERED BY DISTRICT OFFICE, SIBU
THIS 13th DAY OF
[Signature]
REGISTERED

KTS 53
1209
TRUST DEED

THIS TRUST DEED is made the *Friday* of *November*, 1972,
BETWEEN Dato Ling Beng Siew (NIC No. K555483) of No. 13, Island
Road, Sibu (hereinafter called the Trustee) of the one part and
Ying Ing Yee (NIC No. K325162) of Sibu (hereinafter called the
Beneficial Owner) of the other part.

WITNESSETH:

1. The Trustee is holding 498 Shares in P.T. Kalimantan Semb,
Indonesia (hereinafter called the Company) at U.S.\$1,000.00
per share.
2. Of those 49 Shares, 14 Shares are held by the Trustee in trust
for the Beneficial Owner.
3. This Trust Deed is specially created for the confirmation
of the aforesaid Trust.

HOW THIS DEED WITNESSETH:

1. The Trustee declares that he holds 14 Shares in the Company and
the dividends thereon, if any, in trust for the Beneficial
Owner and will sell transfer or otherwise deal with such
Shares as the Beneficial Owner shall from time to time direct
and at the costs of the Beneficial Owner, subject to the
approval or sanction of the Board of Directors of the Company.
2. The dividends (if any) declared by the Company relating to the
said 14 Shares after deduction of tax liabilities, the remaining
balance of the same is to be utilized in the repayment of
loan and interests at the rate of 7% per annum due and owing
by the Beneficial Owner to the Trustee himself until the whole
loan of U.S.\$14,000.00 together with interests thereon will
be fully settled.
3. The Trustee shall vote in respect of the said 14 Shares according
to the instructions given by the Beneficial Owner or to execute
such proxy in favour of such member or members of the Company to be

KTS 53

- 2 -

named by the Beneficial Owner with such direction with regard to voting as the Beneficial Owner may think fit and proper.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED and DELIVERED
by the said Datu Ling Bong
Siew (Trustee) in the
presence of:-

[Signature] ○
.....

WONG CHI TUNG
2, Kampong Nyabor Road, Sibu
ADVOCATE

[Signature]

SIGNED, SEALED and DELIVERED
by the said Ling Ing Yee
(Beneficial Owner) in the
presence of:-

[Signature] ○
.....

WONG CHI TUNG
2, Kampong Nyabor Road, Sibu
ADVOCATE

[Signature]

RECEIVED
FEB 13 1972

[Signature]

Exhibits

Exhibits

Registration Fee \$
Stamp Fee \$

11/11/72
98682
SIRI DEER
TRUST DEED KTS 53

KTS53
File of Trust
Documents
(continued)

THIS TRUST DEED is made the 11th day of November, 1972,
BETWEEN Dato Ling Hong Siew (BIC No. K558450) of No. 13, Island
Road, Sibu (hereinafter called the Trustee) of the one part and
Ling Tong Sing (BIC No. K558265) of Sibu (hereinafter called the
Beneficial Owner) of the other part.

WHEREAS:

1. The Trustee is holding 49 Shares in P.T. Kalimantan Sari,
Indonesia (hereinafter called the Company) at U.S.\$1,000.00
per share.
2. Of these 49 Shares, 7 Shares are held by the Trustee in trust
for the Beneficial Owner.
3. This Trust Deed is specially created for the confirmation
of the aforesaid Trust.

NOW THIS DEED WITNESSETH:

1. The Trustee declares that he holds 7 Shares in the Company and
the dividends thereon, if any, in trust for the Beneficial
Owner and will sell transfer or otherwise deal with such
Shares as the Beneficial Owner shall from time to time direct
and at the costs of the Beneficial Owner, subject to the
approval or sanction of the Board of Directors of the Company.
2. The dividends (if any) declared by the Company relating to the
said 7 Shares after deduction of tax liabilities, the remaining
balance of the same is to be utilized in the repayment of
loan and interests at the rate of 7% per annum due and owing
by the Beneficial Owner to the Trustee himself until the whole
loan of U.S.\$7,000.00 together with interests thereon will
be fully settled.
3. The Trustee shall vote in respect of the said 7 Shares according
to the instructions given by the Beneficial Owner as to exercise
such proxy in favour of such member or members of the Company as to

[Handwritten signature]

K T S 53

- 2 -

nused by the Beneficial Owner with such direction with regard to voting as the Beneficial Owner may think fit and proper.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED and DELIVERED)
by the said Dato Ling Hong)
Siew (Trustee) in the)
presence of:-)

[Handwritten signature]
.....

WONG CHI TUNG
2, Kampong Nyabor Road, Sibu
ADVOCATE

[Handwritten signature]

SIGNED, SEALED and DELIVERED)
by the said Ling Tang Sing)
(Beneficial Owner) in the)
presence of:-)

[Handwritten signature]
.....

WONG CHI TUNG
2, Kampong Nyabor Road, Sibu
ADVOCATE

[Handwritten signature]

REGISTERED AT DISTRICT OFFICE, SIBU.
THIS 13 NOV 1972 OF *[Signature]*
REGISTERAR

Exhibits

Exhibits

Registration Fee \$
Stamp Fee \$

18/11/73 KTS 53
TRUST DEED No: 1245

KTS53
File of Trust
Documents
(continued)

THIS TRUST DEED is made the 10th day of November, 1973
BETWEEN Dato Ling Beng Siew (BIC No. K558450) of No. 13, Jeland
Road, Sibul (hereinafter called the Trustee) of the one part and
Mang Siang King (1/2 K. S. S. S.) of Sibul (hereinafter called the
Beneficial Owner) of the other part.

WHEREAS:

1. The Trustee is holding 49 Shares in P.T. Kalimantan Suri,
Indonesia (hereinafter called the Company) at U.S.\$1,000.00
per share.
2. Of these 49 shares, 7 Shares are held by the Trustee in trust
for the Beneficial Owner.
3. This Trust Deed is specially created for the confirmation of
the aforesaid Trust.

BY THIS DEED WITNESSETH:

1. The Trustee declares that he holds 7 Shares in the Company and
the dividends thereon, if any, in trust for the Beneficial Owner
and will sell transfer or otherwise deal with such Shares as the
Beneficial Owner shall from time to time direct and at the
costs of the Beneficial Owner, subject to the approval or sanction
of the Board of Directors of the Company.
2. The dividends (if any) declared by the Company relating to the
said 7 Shares after deduction of tax liabilities, the remaining
balance of the same is to be utilized in the repayment of loan
and interests at the rate of 7% per annum due and owing by the
Beneficial Owner to the Trustee himself until the whole loan of
U.S.\$7,000.00 together with interests thereon will be fully
settled.
3. The Trustee shall vote in respect of the said 7 Shares according
to the instructions given by the Beneficial Owner as to exercise
such proxy in favour of such member or members of the Company to be

[Handwritten signature]
Jr

Exhibits

Exhibits

KTS53
File of Trust
Documents
(continued)

K T S 53

- 2 -

named by the Beneficial Owner with such directions with regard to voting as the Beneficial Owner may think fit and proper.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED and DELIVERED
by the said Dato Ling Beng
Siew (Trustee) in the
presence of:-

WONG CHI TUNG
2, Kampong Nyabor Road, Sibn
ADVOCATE

SIGNED, SEALED and DELIVERED
by the said Wong Siang King
(Beneficial Owner) in the
presence of:-



No: 337/72 in fine held
For legalization of the signature of
Mr Wong Siang King, Company
Manager P.T. Kalimantan Per.
Residing in Pontianak
and known to me, Notary.

Ujakarra, 10th November 1972
Notary.

REGISTERED AT DISTRICT OFFICE SIBN
ON 13 NOV. 1972
RESISTRAR



Exhibits

Exhibits

KTS53
File of Trust
Documents
(continued)

TRUST DEED

KTS 53

THIS TRUST DEED is made the 11th day of NOVEMBER, 1971
 BETWEEN Dato Ling Hong Siew (BIC No. K558450) of No. 13, Island
 Road, Sibul (hereinafter called the Trustee) of the one part and
 Liu Sing Song (BIC NO. K 422318) of Sibul (hereinafter called the
 Beneficial Owner) of the other part.

WHEREAS:

1. The Trustee is holding 49 Shares in P.T. Kalimantan Sari, Indonesia (hereinafter called the Company) at U.S.\$1,000.00 per share.
2. Of these 49 Shares, 7 Shares are held by the Trustee in trust for the Beneficial Owner.
3. This Trust Deed is specially created for the confirmation of the aforesaid Trust.

NOW THIS DEED WITNESSETH:

1. The Trustee declares that he holds 7 Shares in the Company and the dividends thereon, if any, in trust for the Beneficial Owner and will sell transfer or otherwise deal with such Shares as the Beneficial Owner shall from time to time direct and at the costs of the Beneficial Owner, subject to the approval or sanction of the Board of Directors of the Company.
2. The dividends (if any) declared by the Company relating to the said 7 Shares after deduction of tax liabilities, the remaining balance of the same is to be utilized in the repayment of loan and interests at the rate of 7% per annum due and owing by the Beneficial Owner to the Trustee himself until the whole loan of U.S.\$7,000.00 together with interests thereon will be fully settled.
3. The Trustee shall vote in respect of the said 7 Shares according to the instructions given by the Beneficial Owner or to execute such proxy in favour of such minor or minors of the Company as

Handwritten signatures and initials, including a large signature in a circle and another signature to its right.

Exhibits

Exhibits

KTS 53

KTS53
File of Trust
Documents
(continued)

- 2 -

named by the Beneficial Owner with such directions with
regard to voting as the Beneficial Owner may think fit and
proper

IN WITNESS whereof the parties hereto have hereunto set
their hands and seals the day and year first above written.

SIGNED, SEALED and DELIVERED
by the said Dato Ling Hong
Sim (Trustee) in the
presence of:-

WONG CHI TUNG
Kampung Nyabor Road, Sibu
ADVOCATE

SIGNED, SEALED and DELIVERED
by the said Liu Sing Seng
(Beneficial Owner) in the
presence of:-

[Handwritten signature]
.....

[Handwritten signature]
.....



[Handwritten signature]
.....

No. 110/1/1972
For legalization of the signature of
Liu Sing Seng Manager
of P.T. Antang Kalimantan
Domicile at Banjarmasin
and known to me, notary,
Jakarta, November 11/1972
Notary.



REGISTERED AT DISTRICT OFFICE SIBU
THIS 13 NOV 1972 BY OF
[Handwritten signature]
REGISTRAR

Exhibits

Exhibits

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leg. to [unclear] R/123 13/11-7
step to [unclear]
TRUST DEED
K T S 53

KTS53
 File of Trust
 Documents
 (continued)


THIS TRUST DEED is made the *12* day of *March*, 1972,
 BETWEEN Dato Ling Bang Siew (BIC No. K558450) of No. 13, Island
 Road, Sibu (hereinafter called the Trustee) of the one part and
 Ting Ka Siang (BIC No. K591491) of Sibu (hereinafter called the
 Beneficial Owner) of the other part.

WITNESSES:

1. The Trustee is holding 498 Shares in P.T. Kalimantan Sari, Indonesia (hereinafter called the Company) at U.S.\$1,000.00 per share.
2. Of these 49 Shares, 7 Shares are held by the Trustee in trust for the Beneficial Owner.
3. This Trust Deed is specially created for the confirmation of the aforesaid Trust.

AND THIS DEED WITNESSETH:

1. The Trustee declares that he holds 7 Shares in the Company and the dividends thereon, if any, in trust for the Beneficial Owner and will sell transfer or otherwise deal with such Shares as the Beneficial Owner shall from time to time direct and at the costs of the Beneficial Owner, subject to the approval or sanction of the Board of Directors of the Company.
2. The dividends (if any) declared by the Company relating to the said 7 Shares after deduction of tax liabilities, the remaining balance of the same is to be utilized in the repayment of loans and interests at the rate of 7% per annum due and owing by the Beneficial Owner to the Trustee himself until the whole loan of U.S.\$7,000.00 together with interests thereon will be fully settled.
3. The Trustee shall vote in respect of the said 7 Shares according to the instructions given by the Beneficial Owner or to himself such proxy in favour of the said 7 Shares of the Company as he

KTS 53

KTS53
File of Trust
Documents
(continued)

- 2 -

named by the Beneficial Owner with such directors with regard to voting as the Beneficial Owner may think fit and proper.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED and DELIVERED
by the said Dato Ling Hong
Siew (Trustee) in the
presence of:-

[Handwritten signature]
.....

[Handwritten signature]

SIGNED, SEALED and DELIVERED
by the said Ting Ka Siang
(Beneficial Owner) in the
presence of:-

[Handwritten signature]
.....

[Handwritten signature]



REGISTERED AT DISTRICT OFFICE, SIBU
THIS 13th DAY OF Nov 19 19
REGISTRAR

Exhibits

Exhibits

KTS53
File of Trust
Documents
(continued)

THIS TRUST DEED is made the 2nd day of July, 1971
BETWEEN Dato Ling Benj Sira (BIC No. K558450) of No. 13, Island
Road, Sibul (hereinafter called the Trustee) of the one part and
Chen Siang Beng (BIC No. K830883) of Sibul (hereinafter called the
Beneficial Owner) of the other part.

PURPOSES:

1. The Trustee is holding 498 Shares in P.T. Kalimantan Sani,
Indonesia (hereinafter called the Company) at U.S.\$1,000.00
per share.
2. Of these 498 Shares, 7 Shares are held by the Trustee in
trust for the Beneficial Owner.
3. This Trust Deed is specially created for the confirmation
of the aforesaid Trust.

NOW THIS DEED WITNESSETH:

1. The Trustee declares that he holds 7 Shares in the Company
and the dividends thereon, if any, in trust for the Beneficial
Owner and will sell transfer or otherwise deal with such
Shares as the Beneficial Owner shall from time to time direct
and at the costs of the Beneficial Owner, subject to the
approval or sanction of the Board of Directors of the Company.
2. The dividends (if any) declared by the Company relating to
the said 7 Shares after deduction of tax liabilities, the
remaining balance of the same is to be utilized in the repayment
of loan and interests at the rate of 7% per annum due and owing
by the Beneficial Owner to the Trustee himself until the said
loan of U.S.\$7,000.00 together with interests thereon will be
fully settled.
3. The Trustee shall not in respect of the said 7 Shares conforming
to the instructions given by the Beneficial Owner as to exercise
such power in favour of such member or members of the Company as to

Chen Siang Beng

Spring

K T S 53

KTS53
File of Trust
Documents
(continued)

named by the Beneficial Owner with such direction with regard to voting as the Beneficial Owner may think fit and proper.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED and DELIVERED)
by the said Dato Ling Eang)
Siam (Trustee) in the)
presence of:-)

[Signature]
.....

WONG CHI TUNG
2, Kampong Nyabor Road, Sibu
ADVOCATE

[Signature]

SIGNED, SEALED and DELIVERED)
by the said Chen Siang Song)
(Beneficial Owner) in the)
presence of:-)

[Signature]
.....

WONG CHI TUNG
2, Kampong Nyabor Road, Sibu
ADVOCATE

[Signature]

REGISTERED AT DISTRICT OFFICE, SIBU.
THIS ... 11 9 NOV 1972 OF
[Signature]
L. L. L. L. L.

Exhibits

Stamp
KTS 53
TRUST DEED

Exhibits

KTS53
File of Trust
Documents
(continued)

THIS TRUST DEED is made the // day of November, 1972;
BETWEEN Dato Ling Beng Siew (BIC No.K558450) of No.13, Island
Road, Sibul (hereinafter called the Trustee) of the one part and
Chen Siong Seng (BIC No.K830063) of Sibul (hereinafter called the
Beneficial Owner) of the other part.

WHEREAS:

1. The Trustee is holding 8,290 shares in United Singapore Lumber (Pte.) Ltd., Singapore (hereinafter called the Company) at S\$1.00 per share.
2. Of these 8,290 shares, 4,145 shares are held by the Trustee in trust for the Beneficial Owner.
3. This Trust Deed is specially created for the confirmation of the aforesaid Trust.

NOW THIS DEED WITNESSETH:

1. The Trustee declares that he holds 4,145 shares in the Company and the dividends thereon, if any, in trust for the Beneficial Owner and will sell transfer or otherwise deal with such shares as the Beneficial Owner shall from time to time direct and at the costs of the Beneficial Owner, subject to the approval or sanction of the Board of Directors of the Company.
2. The dividends (if any) declared by the Company relating to the said 4,145 shares after deduction of tax liabilities, the remaining balance of the same is to be paid to the Beneficial Owner by the Trustee.
3. The Trustee shall vote in respect of the said 4,145 shares according to the instructions given by the Beneficial Owner or to execute such proxy in favour of such member or members of the Company to be named by the Beneficial Owner with such directions with regard to voting as the Beneficial Owner may think fit and proper.

Chen Siong Seng

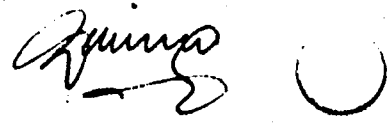
Dato Ling Beng Siew

K T S 53

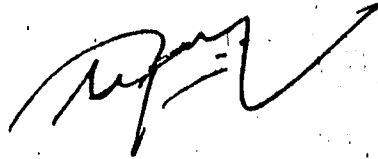
- 3 -

IN WITNESS whereof the parties hereto have hereunto set
their hands and seals the day and year first above written.

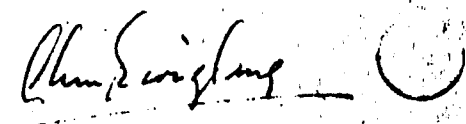
SIGNED, SEALED and DELIVERED)
by the said Dato Ling Bang
Siew (Trustee) in the
presence of:-



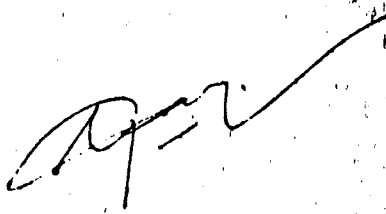
WONG CHI TUNG
2, Kampong Nyabor Road, Sibn
ADVOCATE

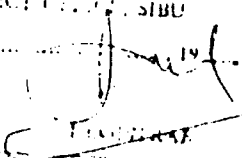


SIGNED, SEALED and DELIVERED)
by the said Chea Siong Seng
(Beneficial Owner) in the
presence of:-



WONG CHI TUNG
2, Kampong Nyabor Road, Sibn
ADVOCATE



REGISTERED AT GENERAL REGISTRY, SIBU
THIS 13 NOV 1972


Exhibits

Exhibits

Stamp Fee \$

TRUST DEED

SIBU DEED
KTS 53KTS53
File of Trust
Documents
(continued)

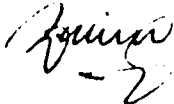
THIS TRUST DEED is made the 12th day of November, 1972;
BETWEEN Dato Ling Beng Siew (BIC No.K558450) of No.13, Inland
Road, SibU (hereinafter called the Trustee) of the one part and
Ting Ka Siang (BIC No.K591491) of SibU (hereinafter called the
Beneficial Owner) of the other part.

WHEREAS:

1. The Trustee is holding 8,290 shares in United Singapore Lumber (Pte) Ltd., Singapore (hereinafter called the Company) at S\$1.00 per share.
2. Of these 8,290 shares, 4,145 shares are held by the Trustee in trust for the Beneficial Owner.
3. This Trust Deed is specially created for the confirmation of the aforesaid Trust.

NOW THIS DEED WITNESSETH:

1. The Trustee declares that he holds 4,145 shares in the Company and the dividends thereon, if any, in trust for the Beneficial Owner and will sell transfer or otherwise deal with such shares as the Beneficial Owner shall from time to time direct and at the costs of the Beneficial Owner, subject to the approval or sanction of the Board of Directors of the Company.
2. The dividends (if any) declared by the Company relating to the said 4,145 shares after deduction of tax liabilities, the remaining balance of the same is to be paid to the Beneficial Owner by the Trustee.
3. The Trustee shall vote in respect of the said 4,145 shares according to the instructions given by the Beneficial Owner or to execute such proxy in favour of such member or members of the Company to be named by the Beneficial Owner with such directions with regard to voting as the Beneficial Owner may think fit and proper.

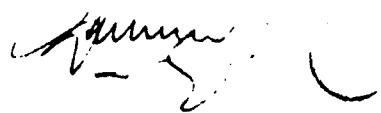


K T S 5 3

- 2 -

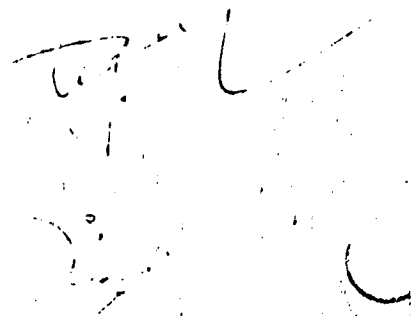
IN WITNESS whereof the parties hereto have hereunto
set their hands and seals the day and year first above written.

SIGNED, SEALED and DELIVERED
by the said Dato Ling Beng
Siew (Trustee) in the
presence of :-

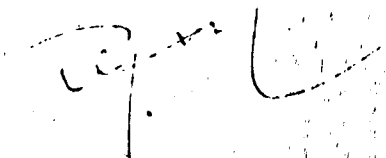


WONG CHI TUNG
2, Kampong Nyabor Road, Sibu
ADVOCATE

SIGNED, SEALED and DELIVERED
by the said Ting Ka Siang
(Beneficial Owner) in the
presence of:-



WONG CHI TUNG
2, Kampong Nyabor Road, Sibu
ADVOCATE



REGISTERED DISTRICT OFFICE, SIBU
RE: 13 NOV 1972 DAY OF ...
REGISTRAR

1257.

Exhibits

Timber Licence of Kong Thai Sawmill for the Forest Concession
1st April 1965

LICENSEE

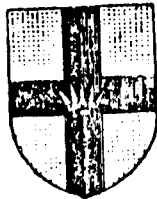
K T S 54

Exhibits

KTS54

Timber Licence
of Kong Thai
Sawmill for the
Forest Concession

1st April 1965



STATE OF SARAWAK

FOREST TIMBER LICENCE

No. T/0091

ISSUED TO: KONG THAI SAWMILL (Miri) LTD.

DATE OF ISSUE: 1-4-65

DATE OF EXPIRY: 31-3-75

RENEWED TO:

K T S 54

STATE OF SARAWAK

FOREST TIMBER LICENCE

INDEX TO CLAUSES.

Clause

1. Interpretation.
2. Alienation of land in licensed area.
3. Constitution of Forest Reserve or Protected Forest in the licensed area.
4. Constitution of Forest Reserves or Communal Forests for domestic supplies.
5. Working plan.
6. Permit to enter coupe.
7. Trees to be felled and removed.
8. Felling of trees for extraction routes, etc.
9. Minimum girth limits.
10. Royalty on timber and other produce used in buildings.
11. Methods of felling and extraction.
12. Prevention of damage by insects, etc.
13. Clearing of boundary lines.
14. Forest Department to be informed of operations of Licensee.
15. Responsibility of Licensee.
16. Other licences and permits.
17. Deposit.
18. Refund of deposit.
19. Royalty rates and premia.
- 19A. Annual minimum royalty
20. Export duties.
21. Royalty assessment.
22. Termination of licence by Licensee.
23. Termination of licence by Conservator.
24. Summary termination of licence.
25. Building, plant and roads.
26. Damages for breach.
27. Appeal.
28. Construction of licence.
29. Renewal of licence.
30. Arbitration.
31. Licence not transferable.
32. Commencement and expiry.

INDEX TO SCHEDULES.

FIRST SCHEDULE--Working Plan or Felling Plan.

SECOND SCHEDULE--Licensed Area.

THIRD SCHEDULE - Obligatory Species.

FOURTH SCHEDULE--Royalty Rates and Premia in Forest Reserve and Protected Forest.

FIFTH SCHEDULE - Liquidated Damages.

KTS54

Timber Licence
of Kong Thai
Sawmill for the
Forest Concession1st April 1965
(continued)

Exhibits

KTS 54

F. 30 (Rev. 12/64)

STATE OF SARAWAK

FOREST TIMBER LICENCE

Cap. 126.

The Conservator of Forests in exercise of the power conferred on him by sections 49 and 55 of the Forests Ordinance and with the approval of the Minister hereby grants licence to The Kongsai Sawmill
(Miri) Ltd. of 142-A Sylvia Road, Miri.

(hereinafter referred to as "the Licensee")
as follows:—

1. In this licence the interpretation given in the Forests Ordinance and subsidiary legislation made thereunder shall apply unless otherwise defined below: Interpretation.

"Conservator" means the Conservator of Forests and any person authorized by him in that behalf to discharge the functions of the Conservator under this licence;

"coupe" means a sub-division of the licensed area, sufficient for one year's working unless otherwise stated in the working plan;

"coupe clearance certificate" means a written statement, signed by the Section Forest Officer, acknowledging that the felling and removal of timber from a given coupe has been satisfactorily completed;

"licensed area" means the area specified in the Second Schedule over which the Licensee has been granted the rights to fell and remove timber in accordance with the terms of this licence and the working plan;

"logging block" means the smallest unit used in the control of logging operations, as prescribed in the working plan;

"merchantable timber" includes merchantable logs as defined in the Forest Rules and all pieces of sound timber capable of being incorporated with and reflowed as part of a merchantable log;

"obligatory species" means a tree of any kind specified in the Third Schedule;

"permit to enter coupe" means the written permission given by the Section Forest Officer for the Licensee to commence certain operations in a coupe;

"working plan" or "felling plan" means the written plan which regulates the work performed under this licence and of which a copy is attached as the First Schedule.

2. In the event of the whole or any part of the licensed area being alienated under the Land Code, the area alienated shall be excluded from the licensed area but the Licensee shall be given reasonable opportunity to exercise, with respect to the area to be alienated, the rights conferred by this licence before that area is so excluded. Alienation of and in licensed area.

3. In the event of any part of the licensed area being constituted a Forest Reserve or Protected Forest, the working plan may be altered accordingly. Constitution of Forest Reserve or Protected Forest in the licensed area.

4. Notwithstanding the provisions of clause 3, Forest Reserves or Communal Forests may be constituted within the licensed area for the purpose of preserving domestic supplies of timber and other forest produce for the benefit of local communities and from the date of their constitution such Forest Reserves or Communal Forests shall be excluded from the licensed area. Constitution of Forest Reserves or Communal Forests for domestic supplies.

5. The Licensee shall conform to the prescriptions of the working plan or felling plan in the First Schedule, which may be varied by the Conservator at his discretion. Working plan.

6.—(1) The Licensee shall demarcate all boundaries of the coupe and of the logging blocks contained therein as soon as a permit to enter coupe has been issued by the Section Forest Officer. The Licensee may thereafter lay rail lines or construct roads but shall not commence felling operations, other than those required for the construction of extraction routes, until the Section Forest Officer has so authorized by endorsement on the permit to enter coupe. Nor shall the Licensee fell any tree in a coupe after a coupe clearance certificate has been issued by the Section Forest Officer. Permit to enter coupe.

Exhibits

KTS54

Timber Licence
of Kong Thai
Sawmill for the
Forest Concession

1st April 1965
(continued)

Exhibits**K T S 54**

-- 2 --

Exhibits

KTS54

Timber Licence
of Kong Thai
Sawmill for the
Forest Concession

1st April 1965
(continued)

(2) Notwithstanding the provisions of paragraph (1) the Section Forest Officer may, at his discretion, employ labour to demarcate the boundaries of the coupe and of the logging blocks and recover from the Licensee the full cost of such work.

Trees to be felled and removed. 7. (1) The Licensee shall fell and cross-cut into logs all marketable trees of the obligatory species in such a manner as to ensure that as much merchantable timber as possible is obtained therefrom.

(2) The Licensee shall cross-cut into logs all fallen trees of the obligatory species which contain merchantable timber.

(3) The Licensee may fell any other trees for sale, the felling of which is not prohibited by the working or felling plan or by the Forest Rules; he shall cross-cut such trees into logs in such a manner as to ensure that as much merchantable timber as possible is obtained therefrom.

(4) The Licensee shall remove from the licensed area all such merchantable timber as is referred to in paragraphs (1), (2) and (3) within one month of felling or within such longer period as the Section Forest Officer may in any particular case expressly permit.

Felling of trees for extraction routes, etc. 8. The Licensee may fell trees for the construction of extraction routes or any works or buildings in connection therewith under the following conditions:—

(a) *Marketable trees of obligatory species.* Royalty will be charged on all such trees felled.

(b) *Trees, the felling of which is prohibited under the Forest Rules or by the working or felling plan.* No royalty will be charged or penalty imposed provided that the stump of any such tree felled is not further from the centre of the extraction route than the distances shown below

(i) Roads	100 feet
(ii) Railway lines with an intended working life of more than one year	30 feet
(iii) Railway lines with an intended working life of one year or less	10 feet
(iv) <i>Kudu-kudu</i> (provided these are laid in accordance with the requirements of the Section Forest Officer)	5 feet

provided that these distances may be extended for trees that interfere with the construction of or constitute a danger to such extraction routes or any works or buildings in connection therewith.

(c) *Other trees.* No royalty will be charged.

Minimum girth limits. 9. Except as provided in clause 8, the Licensee shall not fell any tree under this licence if the girth of that tree when measured above buttresses or, in the case of a tree without buttresses, when measured at a height of four feet three inches above the ground is less than the minimum girth prescribed for that tree in the working plan relating to the licensed area or as otherwise prescribed by the Conservator.

Royalty on timber and other produce used in buildings. 10. No refund of royalty shall be made in respect of timber and other forest produce used in the construction of such buildings as may be necessary for the exploitation of the licensed area.

Methods of felling and extraction. 11.—(1) The Licensee shall employ only such methods of felling and extraction as may in the opinion of the Conservator be suitable for the efficient exploitation of the rights granted under this licence.

(2) All trees felled under this licence, for the purpose of conversion into timber, shall be cut at a height not exceeding twelve inches or, in the case of a buttressed tree, immediately above the buttresses.

Prevention of damage by insects, etc. 12. The Licensee shall comply with any orders that the Conservator may make from time to time concerning measures to be taken for the prevention of damage by insects, fungi and other organisms destructive to timber.

Clearing of boundary lines. 13. The Licensee shall clear away all trees and portions of trees felled by him and which lie across boundary lines with the least possible delay and in any case within fourteen days from the receipt of an order in writing to that effect from the Section Forest Officer; if the order is not complied

Exhibits

KTS 54

with the Section Forest Officer shall have the right to employ labour to clear away such trees or portions of such trees and to recover from the Licensee the full cost of such work.

14.—(1) The Licensee shall at all reasonable times provide the officers of the Forest Department with full information regarding his operations and facilities for inspecting them.

Forest Department to be informed of operations of Licensee.

(2) The Licensee shall furnish the Section Forest Officer with a statement showing the number of trees felled in and the number and volume of logs of each species removed from each logging block completed during the month, in such form as may be prescribed from time to time.

15. The Licensee shall be responsible for all work done and purporting to be done under this licence.

Responsibility of Licensee.

16. The right is reserved to the Conservator to issue licences to other parties for the collection and removal of any forest produce other than that specified in clause 7 in the whole or in any part of the licensed area:

Other licences and permits

Provided that no such licence shall be issued if the Conservator is satisfied that operations thereunder would seriously interfere with the operations of the Licensee under this licence.

17.—(1) The Licensee shall within one month from the commencement of this licence deposit the sum of (\$60,000) with the Accountant-General or, in lieu thereof, such security, guarantee or bond in respect of payment of the said sum as may be acceptable to the Accountant-General and on default being made in the payment of any royalty or other sum under this licence the Government shall be entitled to appropriate a sum equal to the royalty or other sum in respect of which payment is in default from the sum deposited or to realise the security or enforce the guarantee or bond.

Deposit.

(2) The Conservator may from time to time require the sum to be deposited or otherwise secured guaranteed or bonded by virtue of paragraph (1) to be increased and such requirement shall be complied with by the Licensee within one month thereof:

Provided that no such increase shall require the sum to be deposited secured guaranteed or bonded to exceed in value the royalty due in respect of one-sixth of the yield of timber from the current annual coupe as estimated by the Conservator.

18. On the termination or expiry of this licence the deposit or security or such part thereof as may remain after deducting therefrom any amount or amounts which may have been appropriated by the Government under any of the conditions of this licence shall be returned to the Licensee as soon as the Accountant-General is satisfied that all monies due from the Licensee to the Government have been paid in full.

Re-fund of deposit.

19. Except as provided in clause 8 and without prejudice to clause 19A, the Licensee shall pay royalty and premia in respect of all merchantable timber felled, whether or not such timber is removed from the licensed area, at rates determined in accordance with section 49 or section 52 of the Forests Ordinance, as may be appropriate. In the case of timber felled in Forest Reserve or Protected Forest, the rates of royalty and premia shall be those set out in the Fourth Schedule, as amended from time to time by the Conservator.

Royalty rates and premia.

19A.—(1) Notwithstanding the provisions of clause 19 where the amount of royalty payable in accordance with clause 19 in respect of forest products cut and removed would in any period of the term of the licence set out hereunder be less than the sum specified opposite such period the amount so specified in respect of such period shall be payable by the licensee:

Annual minimum royalty

Provided that the Conservator of Forests may, with the approval of the Chief Minister reduce or waive any royalty payable under this clause if in his opinion payment would result in undue hardship to the licensee, by reason of adverse market conditions or any other unforeseen circumstances.

(2) The periods and amounts referred to in paragraph (1) are:

- (a) the first twelve months after the commencement of the term of the licence ...
- (b) the second twelve months after the commencement of the term of the licence ...
- (c) the third and each subsequent period of twelve months after the commencement of the term of the licence ...

* Remitted to
 \$50,000 \$120,000.00
 \$150,000 as from 1-4-69
 \$260,000 will be 673,101.70
 and 26.5.70

20. There shall be charged, levied and paid on all logs or sawn timber exported from Sarawak such customs export duty as may be prescribed from time to time under the Customs Ordinance.

Export duties.

Exhibits

KTS54
Timber Licence
of Kong Thai
Sawmill for the
Forest Concession

1st April 1965
(continued)

Exhibits

KTS 54

- 4 -

Exhibits

KTS54

Timber Licence
of Kong Thai
Sawmill for the
Forest Concession

1st April 1965
(continued)

- Royalty assessment.** 21. For purposes of royalty assessment, timber shall be measured by such methods as the Conservator may from time to time by order under section 96 of the Forests Ordinance regulate. The Licensee shall supply a specification showing the serial number, species, length, girth and volume in cubic feet Hoppus of each log presented for royalty assessment. *Cap. 126.*
- Termination of licence by Licensee.** 22. The Licensee may terminate this licence at any time by giving the Conservator twelve months' notice in writing or such shorter notice as the Conservator may approve.
- Termination of licence by Conservator.** 23. The Conservator with the approval of the Minister may at any time terminate this licence by three months' notice in writing if the Licensee fails to comply with any of the provisions and conditions of this licence.
- Summary termination of licence.** 24. Notwithstanding clause 23, the Conservator may terminate this licence summarily if the Licensee fails to comply with the provisions of clause 17 or if the Licensee shall become insolvent or if his business shall be wound up or go into liquidation.
- Building, plant and roads.** 25. (1) On the termination of this licence under clause 22, 23, 24 or under the provisions of section 93 of the Forests Ordinance, or on the expiry of this licence, if it is not renewed, the Licensee shall within a period of six months from the date of termination or expiry, as the case may be, or within such longer period as the Conservator may in any special case approve, remove from the licensed area all buildings and plant used in his operations.
- (2) At the end of the period aforesaid all buildings, plant and timber remaining in the licensed area shall become the property of the Government and the Licensee shall have no claim to compensation.
- (3) All roads and bridges made by the Licensee shall in any case become the property of the Government and the Licensee shall have no claim to compensation.
- Damages for breach.** 26. (1) For breach of any of the provisions of clause 6, 7, 9 or 11, the Licensee shall be liable to pay to the Government by way of liquidated damages the sums specified in the Fifth Schedule unless he proves to the satisfaction of the Conservator that the breach was caused by circumstances beyond his control.
- (2) The payment of damages in respect of any timber under paragraph (1) shall not exempt the Licensee from payment of royalty and premium in respect of that timber.
- Appeal.** 27. An appeal may be made to the Conservator if the Licensee is dissatisfied with any direction or order of a forest officer exercising delegated powers under this licence:
- Provided that such appeal is lodged within two months from the date of the issue of such direction or order or within such time as the Conservator may consider reasonable having regard to the circumstances.
- Construction of licence.** 28. This licence is granted subject to the native and other rights specified in section 65, of the Forests Ordinance, to all mining rights and rights in connexion therewith now existing or hereafter created and to all other lawful rights now existing. *Cap. 126.*
- Renewal of licence.** 29. The Licensee shall have the option of renewing this licence for a further period of 10 years on such terms as the Conservator may approve, provided that the Licensee shall give notice in writing to the Conservator of his desire to renew the licence not less than one year before the expiry of the licence.
- Arbitration.** 30. In the event of any dispute arising regarding the interpretation of any condition or provision of this licence or regarding the due performance thereof the dispute shall be referred to arbitration in accordance with the terms of the Arbitration Ordinance as from time to time amended. *Cap. 43.*
- Licence not transferable.** 31. This licence is not transferable.
- Commencement and expiry.** 32. This licence shall come into force on 1/4/65
and expire on 31/3/75

Given at Kuching this day of

19
Conservator of Forests.
Minister for Natural Resources.
9/4/65

KTS 54

KTS54
Timber Licence
of Kong Thai
Sawmill for the
Forest Concession

FIRST SCHEDULE

1st April 1965
(continued)

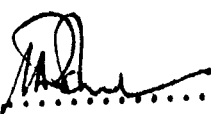
FELLING PLAN

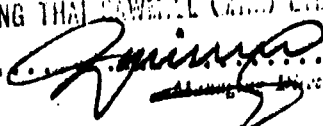
FOR

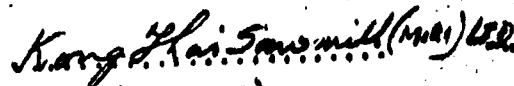
THE TAMA STATELAND FOREST

Period of plan 1/4/65 to 31/3/75

Written by T. W. W. WOOD

Approved by  on 20/1/65
Conservator of Forests (Date)

Accepted by  on 22/1/65
KONG THAI SAWMILL (SIAM) LTD.,
Managing Director (Date)

for Messrs. 
(Licensee)

1264.

Exhibits

Letter, Police to Tang & Co. with Police report by Yik Suk Moi
15th November 1972

Exhibits

KTS55
Letter, Police
to Tang & Co.
with Police
report by Yik
Suk Moi

15th November
1972

K T S 55

C/ Ref: 35/59/A.....

Y/Ref:



Divisional Constabulary Headquarters
Royal Malaysia Police
Sibu.

15th November, 1972.

15th November, 1972.

Y/Ref: JCC1/T/C.S./1106/71

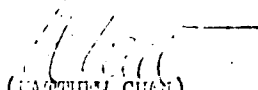
TANG & COMPANY
ADVOCATES,
SIBU.

Sir,

re: Originating Motion No. 1 of 1971
Ling Beng Sung
vs
Kong Thai Sawmill (Miri) Sdn., Bhd.
Ling Beng Siew
Ling Beng Siang

Reference is made to your above quoted memorandum
and as requested I enclosed herewith a copy of the
Salinan Aduan duly certified by the Officer-in-Charge,
Central Police Station with compliment.

Yours faithfully,


(MATTHEW CHAN)
Divisional Superintendent,
Sarawak Royal Malaysia Police,
Third Division,
SIBU

Enc.

HC/rf

Exhibits

Exhibits

K T S 55

KTS55
Letter, Police
to Tang & Co.
with Police
report by Yik
Suk Moi

15th November
1972
(continued)

SARAWAK ROYAL MALAYSIYA POLICE

SALINAN ADUAN

Report No. 808/71 Rumah Pasong OPS Sibu
 Pada Pagi 1110 hrs haribulan 9th March, 1971
Petang
 Perkara Section
 Aduan Yii Suk Mui Sa-orang laki2
Ch/Foochow kerja
 Bangsa
 Tempat kediaman Tempat Beranak
 Saksi2-nya
 Kenyataan Aduan

On 14.2.71 at around 1700 hrs when I came to the
 office No. 2 Kampong Nyabor I discovered that front
 door of the office was broke into and I found out that
 all the confidential documents concerning the Sarawak
 Chinese Association were found missing from the steel
 filing cabinets. I want to lodge the report to prevent
 future allegation against me of being responsible for
 the loss.

Sgd: Yii Suk Mui

Record by P.I. Lee C.K.

Charlie
O.C.S.

Pada Pagi 1500 haribulan 15/11/72 19.....
Petang

RECORDED

Exhibits

Resolutions of Directors of United Singapore Lumber (Pte) Ltd.
21st February 1972

Exhibits

KTS57
Resolutions of
Directors of
United Singapore
Lumber (Pte) Ltd.
21st February
1972

KTS-57

UNITED SINGAPORE LUMBER (PTE.) LTD.
12th Floor, USA Building,
77, Robinson Road,
Singapore, 1.

RESOLUTION OF DIRECTORS made pursuant to Article 91(i)

We, the undersigned, Dato Ling Beng Siew and J.N. Hacking, being all of the Directors of UNITED SINGAPORE LUMBER (PTE.) LTD.; at this date, do pursuant to Article 91(i) of the Company's Articles of Association, resolve:-

2nd Allotment of Shares

That 28,999 of "A" Ordinary Shares of S\$1-00 each, numbered A.000000 to A.029000 inclusive, be and are hereby allotted to Dato Ling Beng Siew, and 74,999 of "A" Ordinary Shares of S\$1-00 each, numbered A.029000 to A.104000 inclusive, be and are hereby allotted to The Borneo Company (Singapore) Sdn. Bhd. and 96,000 of "A" Ordinary Shares of S\$1-00 each, numbered A.104000 to A.200000 inclusive, be and are hereby allotted to Kong Thai Sawmill (Miri) Sdn. Bhd. The same and respective share allotments are detailed in the Company's Register of Members on page 1, 3 and 4 respectively.

Call and Payment on Shares Allotted

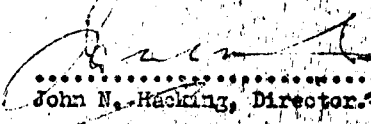
That a call of S\$1-00 per share is now and hereby made on the holders of all Ordinary Shares allotted on this date and the same be debited to the accounts of the following shareholders in the amounts indicated:-

Dato Ling Beng Siew	\$ 28,999-00
The Borneo Co. (S) Sdn. Bhd.	\$ 74,999-00
Kong Thai Sawmill (Miri) Sdn. Bhd.	\$ 96,000-00
Total:	\$199,998-00

Approved by:

Approved by:


.....
Dato Ling Beng Siew, Director.


.....
John N. Hacking, Director.

Dated at Singapore this 21st day of February, 1972.

Exhibits

Resolutions of Directors of United Singapore Lumber (Pte) Ltd.
22nd May 1972

Exhibits

KTS57
Resolutions of
Directors of
United Singapore
Lumber (Pte) Ltd.
22nd May 1972

KTS57

UNITED SINGAPORE LUMBER (PTE.) LTD.
12th Floor, L.M. Building,
77, Robinson Road,
Singapore, S.

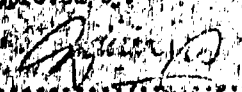
RESOLUTION OF DIRECTORS made pursuant to Article 91(1)

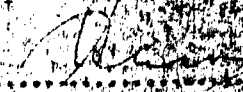
That, the undersigned, Dato Ling Bong Siew and John W. Mackinnon, being all of the Directors of United Singapore Lumber (Pte.) Ltd., at this date, do pursuant to Article 91(1) of the Company's Articles of Association, resolve:-

Re-allotment of Shares

That 23,999 of "A" Ordinary Shares of S\$1.00 each numbered A.000001 to A.024351 inclusive allotted to Dato Ling Bong Siew on 21st February, 1972, to-date, not been paid up, be and are hereby re-allot to the following persons in details as indicated:-

<u>Name</u>	<u>Share Numbers</u>	<u>No. of Shares</u>
Dato Ling Bong Siew	A.000001 to A.000001	1
Mr. Ling Tang Sing	A.000002 to A.016575	16574
Mrs. Ting Ing Yee	A.016576 to A.020717	4141
Mr. Ong Kek Haw	A.020718 to A.024351	13633
Mrs. Wong Siang King	A.024352 to A.029901	5549
Total		23999

Approved by

Dato Ling Bong Siew, Director.

Approved by

John W. Mackinnon, Director.

Witnessed at Singapore this 22nd day of May, 1972.

ExhibitsResolutions of Directors of United Singapore Lumber (Pte) Ltd.
21st July 1972ExhibitsKTS57
Resolutions of
Directors of
United Singapore
Lumber (Pte) Ltd.
21st July 1972

KTS 57

UNITED SINGAPORE LUMBER (PTE.) LTD.
12th Floor, LML Building,
77, Robinson Road,
Singapore 1.

RESOLUTION OF DIRECTORS made pursuant to Article 91(i)

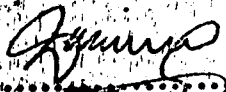
We, the undersigned, Dato Ling Beng Siew and John H. Hacking, being all of the Directors of United Singapore Lumber (Pte.) Ltd., at this date, do pursuant to Article 91(i) of the Company's Articles of Association, resolve:-

Approval of Affixing Company's Seal to Share Certificates

That approval be and is hereby given to the affixing of the Common Seal of the Company to the Share Certificates No. 3 to No. 9, detailed as follows:-


<u>Share Cert. No.</u>	<u>Name</u>	<u>No. of Shares</u>
3	Dato Ling Beng Siew	8,289
4	Mr. Ling Tang Sing	8,284
5	Mr. Ting Ing Yee	4,142
6	Mr. Ong Kek Haw	4,142
7	Mr. Wong Siang King	4,142
8	The Borneo Co. (S) Sdn. Bhd.	74,999
9	Kong Thai Sammlar (Miri) Sdn. Berhad	95,000
	Total	<u>199,998</u>

Approved by:



 Dato Ling Beng Siew, Director.

Approved by:



 John H. Hacking, Director.

Dated at Singapore this 21st day of July, 1972.

Exhibits

Agreement between United Investment and Finance (H.K.) Ltd. and Glendale Investments Ltd.
18th December 1969

Exhibits

KTS58
Agreement
between United
Investment and
Finance (H.K.)
Ltd. and
Glendale Invest-
ments Ltd.
18th December
1969

KTS 58

Dated the 18th day of Dec, 1969.

KTS 58

BETWEEN

M/s. UNITED INVESTMENT & FINANCE (H.K.) LTD.,
of 1703, Hang Chong Building,
Queen's Road Central,
Hong Kong.

..... of the one part

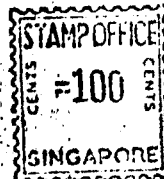
AND

M/s. GLENDALE INVESTMENTS LIMITED,
of 15th Floor, P & O Building,
Hong Kong.

..... of the other part

AGREEMENT

KTS 58
AGREEMENT



AN AGREEMENT made the 18th day of December One thousand nine hundred and sixty-nine (1969). Between **UNITED INVESTMENT & FINANCE (H.K.) LTD.**, a Company incorporated in Hong Kong and having its registered offices at 1703, Hong Chong Building, Queen's Road, Central, Hong Kong. (hereinafter called "the Company") of the one part and **M/S. GLENDALE INVESTMENTS LIMITED** of 15th Floor, P & O Building, Hong Kong, (hereinafter called "the sub-contractors") of the other part.

WHEREAS the Company hereby warrants that Perhutani/Jamaker (hereinafter called "Perhutani/Jamaker") have obtained from the proper authorities in Indonesia a licence P. P. No. 25/63 & 46/KA/1968, to exploit and extract timber from an area of approximately 70,000 acres in Indonesian Kalimantan (hereinafter called "the licensed area") which area is delineated in Ital on the survey map annexed hereto and marked "A".

AND WHEREAS the Company hereby further warrants that Perhutani/Jamaker are entitled to and has granted a sub-licence to the Company for the exploitation and extraction of the timber as aforesaid, with liberty to the Company to further sub-licence,

NOW IT IS AGREED as follows:-

(1) The Company hereby grants the Sub-Contractors a sole exclusive and full licence and authority to exploit the licensed area and extract, fell, cut and remove therefrom all commercially usable timber for a period of eighteen (18) years from the date of coming into force of this Agreement, upon the terms hereinafter appearing. They are also at liberty to further sub-licence the area to other sub-contractors.

The Sub-Contractors operations hereunder shall commence when the road referred to in Clause 6 hereof is passable.

(2) The Sub-Contractors shall pay the Company for the timber extracted as aforesaid at the rate of 6cents per cubic foot in the case of "Floater" and 60cents per cubic foot in the case of "Stinker" and 10cents per cubic foot with a girth of 6 feet or more.

The deduction of taxes as provided for in the Indonesian Forestry regulations will have to be taken into account.

(3) All timber extracted as aforesaid and exported insofar as Clause (2) applies shall be paid for by way of Irrevocable Letters of Credit opened in favour of **UNITED INVESTMENT & FINANCE (H.K.) LIMITED**, and the documents called for therein and any other documentation necessary to effect the export of the timber to be signed and, where necessary, procured by or on behalf of Perhutani/Jamaker and returned to the Sub-Contractors through **UNITED INVESTMENT & FINANCE (H.K.) LIMITED**. The Company shall arrange for Perhutani/Jamaker, its officers, servants or agents to sign and procure and return to the Sub-Contractors for negotiation all such documents, and shall indemnify the Sub-Contractors in the manner hereinafter appearing against any neglect, default or fraud on the part of Perhutani/Jamaker its officers, servants or agents in and about the procuring, signing and returning to the Sub-Contractors of such documents.

Settlement of accounts shall be made after each shipment, soon after all bills have been negotiated through the Bank.

(4) The Sub-Contractors shall provide all labour and equipment for the exploitation, extraction, felling, cutting and removing of timber from the licensed area, and shall be entitled to erect in such places as they may deem fit such plant, equipment, huts, tack shops or buildings as they may find necessary or convenient.

KTS58
Agreement
between United
Investment and
Finance (H. K.)
Ltd. and
Glendale Invest-
ments Ltd.

18th December
1969

(continued)

Contd. sheet 2/-

K T S 58

KTS58

Agreement
between United
Investment and
Finance (H. K.)
Ltd. and
Glendale Invest-
ments Ltd.

18th December
1969

(continued)

The Sub-Contractors shall, wherever possible, engage Indonesian labour through Perhutani/Jamaker and also provide them with the necessary training to enable them to be skilled jobs later on.

All Indonesian labour must be fully covered by insurance.

Wages payable to Indonesians engaged through Perhutani/Jamaker shall be paid through the Company.

With regard to the running of truck shops, all stocks must however be drawn from the appointed Sole Suppliers, who will supply at competitive prices.

(5) The Sub-Contractors shall :-

(1) provide the Company with a list containing the names and identities of their employees employed within the licensed area and shall at all times keep such list up to date.

(2) ensure that their said employees abide by all local laws, in particular those relating to smuggling, subversive activities, gambling and correct practices, and shall render their said servants or agents liable to summary dismissal for any breach thereof. Instances of corrupt practice shall be reported by the Sub-Contractors to the Company.

(6) The Sub-Contractors shall construct and maintain a single trunk road from any convenient point running through the area delineated in 111 in the survey map annexed hereto and marked "A" (hereinafter called "the concession area") to serve the licensed area as well as areas licensed by the Company to other Sub-Contractors within the concession area. The Sub-Contract shall be entitled to make use of granite found within the concession area for the construction and maintenance of the said road, free of any payment. In consideration of the construction of the aforesaid road by the Sub-Contractors the Sub-Contractors shall be entitled to exploit, extract, fell, cut and remove free of any payment all commercially viable timber growing to a distance of 300 yards on either side of the said road, where it passes through areas not within the license area. Provided that the export of such timber shall be subject to the provisions of Clauses 2 & 3 hereof.

(7) The Sub-Contractors shall be entitled to impose a toll or charge upon the owners or operators of vehicles using the said road and shall also be entitled, at their sole discretion, to refuse the use of the said road to any vehicle.

(8) The Sub-Contractors shall submit a detailed plan of the said road to the Company showing the proposed path thereof through areas licensed to other Sub-Contractors within the concession area, and work on the said road shall proceed within one year afterwards, upon the Company approving the said plan, which approval shall not be unreasonably withheld.

(9) The Company shall ensure that adequate security shall be provided for the Sub-Contractors employees and shall be responsible for obtaining all necessary visas for the said employees' entry into the licensed area, and all necessary sanctions, licences and permits for the entry into the licensed area of the Licensees' machinery, equipment and vehicles.

(10) The Sub-Contractors shall not take or cause Indonesian currency to be taken into the licensed area.

(11) The Company shall only be responsible for payment of royalty fees to the Central Government and Port Authority, Ado, HPO, Annual License Fees, Grading Fee, Small Crafts charges and Embarkation Fee.

contd. sh. 3/-

Exhibits

Exhibits

KTS58

Agreement between United Investment and Finance (H. K.) Ltd. and Glendale Investments Ltd.

18th December 1969

(continued)

K T S 58

Contract sheet 3/-

(12) In the event of the Sub-Contractors being prevented, precluded or prohibited by the default of the Company or by reason of the sub-license granted to the Company by Perhutani/Jamhuri being revoked or becoming inoperative or invalid from extracting and removing timber from the licensed area or from the area defined in Clause 6 hereof, within the space of three years from the date this Agreement is signed, the Company shall indemnify the Sub-Contractors in the manner hereinafter appearing, the amount of the indemnity to be arrived at by dividing the sum of \$750,000/- by the specified period of three years that have run up to the date of such prevention, production or prohibition.

(13) The indemnity referred to in Clauses 8 and 12 hereof shall be by way of the Company's guarantee, such guarantee to be expressed as indemnifying the Sub-Contractors against all loss, damage and expense whatsoever that may be incurred by the Sub-Contractors as a result of any neglect, default or fraud on the part of Perhutani/Jamhuri, its servants or agents and against any loss, calculated in accordance with Clause 15 hereof, arising from the Sub-Contractors being prevented, precluded or prohibited as aforesaid from extracting and removing timber from the licensed area or from the area defined in Clause 6 hereof. The said guarantee shall be to a limit of \$750,000/-.

(14) Any disputes arising under this Agreement shall be referred to an arbitrator, and in case the parties shall not agree to the appointment of the arbitrator, then two arbitrators shall be nominated, one by UNITED INVESTMENT & FINANCE (H. K.) LIMITED, and other by the Sub-Contractors, and the decision of the arbitrator or the two arbitrators shall be binding on the parties concerned.

Signed by: GLENDALE INVESTMENTS LIMITED, of 18th Floor, P & O Bldg., Hong Kong.

[Signature]

(Dato Ling Eng Dow) Managing Director.

In the presence of ... *[Signature]* ... Singapore

Signed by: UNITED INVESTMENT & FINANCE (H. K.) LTD of 1703, Hong Cheong Building, Queen's Road Central, Hong Kong.

[Signature]

(Dato H. T. Wong) Managing Director.

In the presence of ... *[Signature]* ...

RICHARD LAYCOCK Advocate and Solicitor Singapore.

All amounts shown in this Agreement are expressed in Malaysian Currency.

[Signature]

[Signature]

Certificate of Registration of "Berjaya Malaysia"
29th March 1969

KTS60
Certificate of
Registration of
"Berjaya
Malaysia"
29th March 1969

Form No. 9

KTS 60

CERTIFICATE OF MALAYSIAN REGISTRY

PARTICULARS OF SHIP

Official Number 325009	Name of Ship BERJAYA MALAYSIA	No., Year and Port of Registry No. 2 in 1969, Kuching.	No., Year and Port of previous Registry (if any) Ex. Naval Minesweeper.
Whether Malaysian or Foreign Built Foreign	Whether a Sailing, Steam or Motor Ship? If Steam or Motor, how propelled? Motor Ship Twin Screw	Where Built Unknown	Name and Address of Builders Unknown Built for British Admiralty
Number of Decks One	Length from fore-part of stem, to the axis of the rudder stock 112	FEET 19	TENTHS 4.0
Number of Masts Not	Main breadth to outside of plating 7		7.0
Rigged Straight	Depth in hold from tonnage deck to ceiling amidships 11		3.7
Stem Transom	Depth in hold from upper deck to ceiling amidships, in the case of three decks and upwards 0		1.3
Stern Clinker	Depth from top of deck at side amidships to bottom of keel 24		0.0
Build Steel Pleasure	Round of beam Six		
Framework and description of vessel Six	Length of engine-room (if any)		

PARTICULARS OF PROPPELLING ENGINE, &c. (IF ANY), as supplied by Builders, Owners, or Engine Makers.

No. of Engines	Description of Engines	Whether Reciprocating or Rotary	When made	Name and Address of Makers	Reciprocating Engines		Rotary Engines	N.H.P. B.H.P. Estimated Speed of Ship
					No. and Diameter of cylinders in each set	Length of Stroke		
Two	4 S.C. S.A.	Foreign	1954	Paxmans, U.K.	Twelve 7"	7 1/2"		550 B.H.P.
Two								

PARTICULARS OF TONNAGE

GROSS TONNAGE		DEDUCTIONS ALLOWED		REGISTER TONNAGE	
No. of Tons	No. of Tons	No. of Tons	No. of Tons	No. of Tons	No. of Tons
Under Tonnage Deck	133.47	On account of space required for propelling power	68.99		68.99
Space or spaces between decks		Under Sec. 79 of the Merchant Shipping Act, 1894, on account of spaces provided by way of crew accommodation, as follows:			
Turret or Trunk		Crew Accommodation (Ford)	17.60		17.60
Forecastle		Other deductions under Sec. 79 of the Merchant Shipping Act, 1894, and Sec. 54 of the Merchant Shipping Act, 1906, as follows:			
Bridge Space		Chart Table	1.22		
Poop		Wheel-space	2.55		
Side Houses		Galley	10.95		
Deck Houses		Steering Gear	1.49		
Chart House		Chain Locker	0.29		
Spaces for Machinery and Light and Air, under Sec. 74(2) of the Merchant Shipping Act, 1894					16.50
Excess of Hatchways					
Gross Tonnage	610.01				103.09
Deductions, as per Contra	291.75				
Register Tonnage	318.26				103.09

NOTE 1.—The tonnage of the engine-room spaces below the upper deck is 30.91 tons, and the tonnage of the total spaces framed in above the upper deck for propelling machinery and for light and air is 0.50 tons.

NOTE 2.—The undermentioned spaces above the upper deck are not included in the cubical contents forming the ship's register tonnage.

NOTE 3.—The location and tonnage of the bunkers are as follows:

I, the undersigned, Registrar of Malaysian Ships at the Port of KUCHING, hereby certify that the Ship, the Description of which is prefixed to this my Certificate, has been duly surveyed, and that the above Description is in accordance with the Register Book; that Aladin Bin Sapong whose Certificate of Competency or Service is No. 0030 is the Master of the said Ship; and that the Name Below, Residence and Description of the Owner, and Number of Sixty-fourth Shares held by Hi are as follows:

Name, Residence, and Occupation of the Owner.	Number of Sixty-fourth Shares.
<u>Dato Ling Beng Siew, P.N.B.S. No. 13, Island Road, Sibn, SARAWAK.</u>	<u>Sixty-four Shares.</u>

Dated at Kuching the 29th day of March One thousand nine hundred & sixty-nine.

Registrar of Malaysian Ships.

NOTICE.—A Certificate of Registry is not a document of Title. It does not necessarily contain notice of all changes of ownership, and in no case does it contain an official record of any mortgages affecting the ship. In case of any change of ownership it is important for the protection of the interests of all parties that the change should be registered according to law. Changes of ownership, address or other registered particulars should be notified to the Registrar at the Port of Registry. Should the vessel be lost, sold to foreigners, or broken up, notice thereof, together with the Certificate of Registry, if in existence, should immediately be given to the Registrar of Malaysian Ships at the Port of Registry under a Penalty of \$1000 for default.

Exhibits

Exhibits

KTS60
Certificate of
Registration of
"Berjaya
Malaysia"

29th March 1969
(continued)

REGISTRY OF SHIPPING
SIBU 26TH APRIL 1971
I hereby certify that JACK BN BUJAL
Certificate of Competency No. 0086 (MASTER)
is now master.

REGISTRY OF SHIPPING
SIBU 20TH JUNE 1969
I hereby certify that TANG SIEW LING
Certificate of Competency No. 0027 (MASTER)
is now master.

REGISTRY OF SHIPPING
Kuching 28th October 1969
I hereby certify that Mr. Jack Bin Bujal
Certificate of Competency No. 0086
is now master.

REGISTRY OF SHIPPING
Kuching 29th AUG. 1969
I hereby certify that Mr. RAJALI BIN JORAJI
Certificate of Competency No. 0009 (MASTER/1/D)
is now master.

REGISTRY OF SHIPPING
Kuching 22 2 1970
I hereby certify that Hein bin Long
Certificate of Competency No. 0086
is now master.

REGISTRY OF SHIPPING
SIBU 12th DECEMBER 1970
I hereby certify that ADIE BIN MAT
Certificate of Competency No. 293 (MASTER/1/D)
is now master.

REGISTRY OF SHIPPING
Kuching 26-3-1971
I hereby certify that Jack Adie Bin Mat
Certificate of Competency No. 0086 (MASTER/1/D)
is now master.

REGISTRY OF SHIPPING
SIBU 21st SEPT. 1971
I hereby certify that JACK BN BUJAL
Certificate of Competency No. 0086 (MASTER/1/D)
is now master.

This is to certify that on the 20th day of April, 1970, Messrs. Tan Hai Suan (117-1) Sen. Pte., No. 13, Island Road, Sibu, Sarawak, is now the sole true registered owner of the vessel within described.

KTS 61

KTS61
 Constitution of
 Sarawak Chinese
 Association
 (continued)

CONSTITUTION

of the

SARAWAK CHINESE ASSOCIATION

Part 1

NAME

1. The name of the Association shall be the "Sarawak Chinese Association".
2. The Central office of the Association shall be at "Teochew Building", NO. 30M Tabuan Road, Kuching and shall be called the Sarawak Chinese Association Headquarters.

Part 11

OBJECTS

3. The objects of the Association shall be :-
 - (a) To promote and maintain inter-racial goodwill and harmony in Sarawak so as to ensure the peaceful progress of the nation;
 - (b) To support, adopt and encourage all measures necessary for the maintenance of peace and good order in the country and the building of a healthy nationhood;
 - (c) To foster, safeguard, advance and secure the political, social, educational, cultural, economic and other interests of its members by legitimate and constitutional means;
 - (d) To consider, assist and deal with problems affecting its members as a whole;
 - (e) To promote the development and utilisation of the economic assets of the country for the benefit of the citizens of the country as a whole;
 - (f) To promote full and equitable employment for all citizens of the country;
 - (g) To work for and promote a high standard of living by increasing and improving the production of the country;
 - (h) To promote and maintain social justice, economic security and equal opportunity for every citizen of this country;
 - (i) To secure and maintain the enforcement of human rights and correction of injustice;
 - (j) To ensure the recognition of and the safeguarding of the rights of minorities;
 - (k) To work with other political organisations registered within Sarawak with similar aims and objectives as the Association so as to encourage the healthy development of party politics;
 - (l) To preserve and sustain the use and study of the Chinese language;
 - (m) Generally to do all such acts and things as may be incidental to, connected with or conducive to the attainment of all or any of the objects of the Association.

KTS 6

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PART IIISTRUCTURE AND ORGANISATION OF THE ASSOCIATION

Section 1

Ward Branches

4. Membership of the Association shall be through admission and registration at Ward Branches in the manner hereinafter provided in Section X of this Part.

5. A Ward Branch may be set up in any area corresponding to a Municipal or Local Council Electoral Ward where more than 20 members reside.

Provided that the District Assembly concerned or where there is no District Assembly, the Divisional Assembly concerned or where there is no Divisional Assembly the Central Working Committee may decide that a Ward Branch may be set up in such other area as may have more than 20 members residing therein.

6. Any 5 members of the Association residing in such Ward area may on the recommendation of the District Assembly if any and with the approval of the Divisional Working Committee convene a general meeting of its members to devise means to register members residing in the Ward and if there shall be more than 20 members, a second general meeting of the registered members shall be called to elect a Ward Working Committee and also delegates to represent the Ward Branch in the District Assembly.

7. A Ward Branch shall elect the following office-bearers who shall form the Ward Working Committee :-

- (a) A Chairman;
- (b) One or more Vice-Chairman;
- (c) An Honorary Treasurer and an Assistant Treasurer;
- (d) An Honorary Secretary and an Assistant Secretary;
- (e) A Chairman for any one or more of each of the following standing Sub-Committees :-
 - (i) Political
 - (ii) Labour
 - (iii) Youth
 - (iv) Education
 - (v) Welfare
 - (vi) Legal
 - (vii) Publicity
 - (viii) Finance
 - (ix) Women
 - (x) Sports and Games
 - (xi) Any other Standing Sub-Committee, and
 - (xii) Any other Working Committee members as the Ward Branch may think fit to elect.
- (f) A delegate or delegates to its District Assembly.

K T S 6 1

- 3 -

8. A Chairman of a Standing Sub-Committee may with the prior approval of the Ward Working Committee appoint such members as he may think fit to serve in his Sub-Committee.

Section 11

District Assembly

9. A District Assembly shall consist of delegates elected by Ward Branches in the same District Council Area or such extended area as recommended by the Divisional Working Committee and approved by the Central Working Committee. The area which a District Assembly controls shall be called a District.

10. Every Ward Branch shall be entitled to elect one delegate to represent it at its District Assembly for every 50 members on its register or any subsequent part thereof provided such part is over 20

Provided that every Ward Branch shall be entitled to be represented by at least one delegate.

11. In the event of a Ward Branch being established to cover territory extending into more than one District or Council Negri Constituency, the Ward Branch shall apply for instruction from the Divisional Working Committee as to which District Assembly it should send its delegates to.

12. A District Assembly shall elect from amongst its members the following office-bearers who shall form the District Working Committee :-

- (a) A Chairman;
- (b) One or more Vice-Chairman;
- (c) An Honorary Treasurer;
- (d) An Honorary Secretary;
- (e) A Chairman for any one or more of each of the following Standing Sub-Committees :-
 - (i) Political
 - (ii) Labour
 - (iii) Youth
 - (iv) Education
 - (v) Welfare
 - (vi) Legal
 - (vii) Publicity
 - (viii) Finance
 - (ix) Women
 - (x) Sports and Games
 - (xi) Any other Standing Sub-Committee, and
 - (xii) Any other Working Committee members as the District Assembly may think fit to elect.
- (f) A delegate or delegates to its Divisional Assembly and to the Central General Assembly.

Exhibits**KTS 61**

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Exhibits

KTS61
 Constitution of
 Sarawak Chinese
 Association
 (continued)

13. A Chairman of a Standing Sub-Committee may with the prior approval of the District Working Committee appoint such members as he may think fit to serve in his Sub-Committee.

Section 111

Divisional Assembly

14. A Divisional Assembly shall consist of delegates elected by District Assemblies in the same Division.

Provided that where a Divisional Assembly has less than 10 members, the Chairman may co-opt such persons from amongst the members registered in any of the Ward Branches in the Division, as may be approved by the Divisional Assembly, to ten. Such co-opted members shall not have the right to vote.

15. Every District Assembly shall be entitled to elect one delegate to represent it at its Divisional Assembly for every complete 100 members on the registers of the Ward Branches forming the District or any subsequent part thereof provided such part is over 50.

Provided that every District Assembly shall be entitled to be represented by at least one delegate.

16. A Divisional Assembly shall elect from amongst its members the following office-bearers who shall form the Divisional Working Committee :-

- (a) A Chairman
- (b) One or more Vice-Chairman;
- (c) An Honorary Treasurer;
- (d) An Honorary Secretary;
- (e) A Chairman for any one or more of each of the following Standing Sub-Committees :-
 - (i) Political
 - (ii) Labour
 - (iii) Youth
 - (iv) Education
 - (v) Welfare
 - (vi) Legal
 - (vii) Publicity
 - (viii) Finance
 - (ix) Women
 - (x) Sports and Games
 - (xi) Any other Standing Sub-Committee and
 - (xii) Any other Working Committee members as the Divisional Assembly may think fit to elect.
- (f) A delegate to the Central working Committee.
- (g) A delegate or delegates to the Central General Assembly.

17. A Chairman of a Standing Sub-Committee may with the prior approval of the State Working Committee appoint such members as he may think fit to serve on his Sub-Committee.

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Section IV

Central General Assembly

KTS61
 Constitution of
 Sarawak Chinese
 Association
 (continued)

18. Every District Assembly shall in addition to electing delegates to the Divisional Assembly also elect delegates to form a Central General Assembly.

19. Every District Assembly shall be entitled to elect one delegate to represent it in the Central General Assembly for every 500 members on the registers of the Ward Branches forming the District or any subsequent part thereof, provided such part is over 250.

Provided that every District Assembly shall be entitled to be represented by at least one delegate.

20. Every Divisional Assembly shall be entitled to elect one delegate to represent it in the Central General Assembly for every complete 1000 members on the registers of the Ward Branches in the Division or any subsequent part thereof provided that such part is over 500.

Provided that every Divisional Assembly shall be entitled to be represented by at least one delegate.

21. The Central General Assembly shall elect from amongst its members the following office-bearers :-

- (a) A President;
- (b) One or not more than 3 Vice-Presidents;
- (c) An Honorary Treasurer-General;
- (d) An Honorary Secretary-General;
- (e) A Chairman for any one or more of each of the following Standing Sub-Committees :-
 - (i) Political
 - (ii) Labour
 - (iii) Youth
 - (iv) Education
 - (v) Welfare
 - (vi) Legal
 - (vii) Publicity
 - (viii) Finance
 - (ix) Women
 - (x) Sports and Games
 - (xi) Any other standing Sub-Committee and
 - (xii) Any other working Committee members not exceeding three in number as the Central General Assembly may think fit to elect.

22. A Central Working Committee shall be formed consisting of the office-bearers elected by the Central General Assembly and one delegate elected by the Divisional Assembly of each Division and of such other equivalent area as the Central General Assembly may decide.

Section V

Special Committee

23. The Central Working Committee may in its absolute discretion appoint from amongst the members of the central Working Committee not less than 5 but not more than 9 members to form a Special Committee and may terminate such appointment if and when it deems fit.

Section VI

Headquarters Organisation

24. The Association shall establish in Kuching a Headquarters Secretariat which shall be managed and controlled by the Central Working Committee through the Honorary Secretary-General.
25. The staff to be employed in the Head-office Secretariat shall be in such numbers and on such terms and conditions as the Central Working Committee shall determine.
26. The Central Working Committee may appoint from amongst its own members a House Committee one of whom shall be the Honorary Secretary-General to supervise the administration of the Headquarters Secretariat and to exercise such powers as the Central Working Committee may delegate to it.
27. The Central Working Committee may from time to time make such Rules as it may deem necessary and expedient for the administration of the Headquarters Secretariat.

Section VII

Membership

28. A person of either sex shall qualify to be a member if he or she is :-
- (a) A Malaysian citizen of Chinese descent;
 - (b) Above 18 years of age prior to or on the date of application to be a member;
 - (c) Resident in the Ward through which he seeks membership, except where the Central Working Committee has made a direction in exercise of its powers under Rule 35.
29. Notwithstanding anything in this Constitution all persons who are members of the Association prior to the adoption of the amended Constitution shall continue to be members provided they are Malaysian citizens.
30. The Association may further allow to be affiliated to it, on such terms as the Central General Assembly may approve, any political organisation registered within Sarawak which has aims similar or consistent with those of the Association and which has declared by a Resolution in its General Meeting that it supports the work and objects of the Association.
31. Application for membership shall be made on such form as the Central Working Committee may from time to time prescribe.

Section VIII

Membership Fees

32. Subscription fees payable by members shall be as follows:
- (a) Entrance fee - \$1/- payable at the time of application for membership;
 - (b) Annual Subscription - \$3/- per annum payable yearly. Where there are more than one member from the same family joining the Association, only one person is required to pay the Annual Subscription.

Exhibits**KTS 61**

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Exhibits

KTS61
 Constitution of
 Sarawak Chinese
 Association
 (continued)

- (c) Special Donation - Members may be asked for special donations as and when necessary and with the prior approval of the Central Working Committee.

Section IX

Payment of Subscription

33. All subscription shall be collected by the Ward Branch to which the member belongs. The Ward Branch shall forward within 30 days of their being paid all such subscription except such portion as may be allocated to it by the Central General Assembly to the Headquarters Secretariat which shall then within 30 days of the receipt thereof re-allocate and distribute all or part of such collections received to District Assemblies and Divisional Assemblies in such manner and amounts as the Central General Assembly may direct.

34. Entrance fee of \$1/- for each person applying for Membership shall be paid with the submission of membership application form and shall be refunded if the application is not duly approved and confirmed.

Section X

Admission to Membership

35. An intending member shall submit his application for membership in such form as the Central Working Committee may from time to time prescribe together with his subscription in advance to the Ward Branch covering the area in which he is resident.

Provided always that the Central Working Committee may on the recommendation of the Divisional Working Committee direct that a person resident in an area in which there is no Ward Branch be admitted as a member to any Ward Branch covering an adjoining area.

36. Every application for membership shall first be put up for approval to the Ward Working Committee and if approved shall be forwarded forthwith to the Divisional Working Committee for further approval. On the approval of the Divisional Working Committee the application shall be sent immediately to the Central Working Committee or such other person or persons as may be appointed for such purpose for confirmation. Every application for membership shall on its being submitted be considered at the next meeting of the Ward Working Committee or Divisional Working Committee as the case may be.

37. The Central Working Committee or its representative or representatives for such purpose shall not confirm any membership until such portion of the applicant's subscription as should be forwarded to the Headquarters under Rule 35 has been received by the Headquarters Secretariat.

Provided that the Central Working Committee or its representatives or representatives shall confirm any membership if all the requirements of this Constitution as to membership contained in Section 7 - 14 inclusive of this Part are complied with, unless that applicant has at any time been expelled from the Association or has been the subject of an adverse decision in any disciplinary

proceedings taken by anybody of the Association or is disqualified from being a member by virtue of the provisions of Rule 43 hereof.

38. In the event of the applicant failing either to be approved by the Ward Working Committee or the Divisional Working Committee or to be confirmed by the Central Working Committee, the applicant shall be so informed within 14 days of the decision and shall be entitled within one month of his being informed of the rejection of his application to appeal to the Central Working Committee who shall forthwith set up a special Appeals Committee of not more than 5 members who shall then deal with the appeal and its decision shall be final.

39. In any case where the applicant has not within two months from the date of his submitting his application been informed of the result thereof, the applicant may at any time within one month thereafter appeal to the Central Working Committee for a decision. The Central Working Committee shall forthwith set up a Special Appeals Committee as provided for in rule 38 above and the decision of such Committee shall be final.

40. An applicant shall be entitled to require the refund of his subscription in full, if after he has been informed of his application being rejected he indicates that he does not intend to appeal or in the event of his lodging an appeal to the Central Working Committee, after the rejection of his appeal.

41. The acceptance by an applicant of the refund of his subscription on his application being rejected shall not operate as a waiver of his right to appeal except where he has required the refund of his subscription.

42. A person shall on his application being duly approved and confirmed be deemed to have been admitted as a member of the Association as from the date of the receipt of his application by the Ward Branch and he shall be informed within 14 days of the decision.

43. No person shall be admitted as a member if :-

- (a) he has within the period of 5 years immediately preceding the day of his application to be a member been convicted of and sentenced to a term of imprisonment of 6 months or more for any offence involving violence or dishonesty by a Court of Law in Sarawak and has not received a free pardon;
- (b) he is a member of another political party;
- (c) he has been convicted under the Societies Ordinance as member of an unlawful organisation.

Section XI

Deprivation of Membership

44. Any member who is known or shown to be a person disqualified from being a member under Rule 43 may be deprived of his membership by the Central Working Committee.

Section XII

Renewal of Membership

45. Notwithstanding the qualifications required under Rule 28 a member shall be entitled to renew his membership

- (a) by payment of his subscriptions at the Ward Branch at which he is registered if his name has not been struck off the register; or
- (b) by filing an application for renewal of his membership and paying up all arrears of subscriptions if his name has been struck off the register solely by reason of his failing to renew his membership.

Exhibits**KTS 61**

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All applications for renewal of membership under (b) of this Rule shall be dealt with in the same manner as an application for admission to membership under Rule 35 - 42 inclusive.

46. In the event of any Ward Branch and/or Divisional Working Committee refusing to accept the renewal of membership by any member, the Ward Branch shall inform in writing the member concerned of the reason for the refusal to renew within 14 days from such refusal.

47. A member so rejected shall be entitled within one month of his being informed of such rejection to appeal to the central Working Committee. The Central Working Committee shall forthwith set up a Special Appeals Committee of not more than 5 members which shall then deal with the appeal and its decision shall be final.

48. An applicant shall be entitled to require the refund of his subscription in full if after he has been informed of his application being rejected he indicates he does not intend to appeal or in the event of his lodging an appeal to the Central Working Committee, after the rejection of his appeal.

49. The acceptance by an applicant of a refund of his subscription on his application being rejected shall not operate as a waiver of his right to appeal except where he has required the refund of his subscription.

Section XIII

Register Of Members

50. (a) A register of its members with such particulars: name, sex, address, national registration card number and occupation, shall be kept by every Ward Branch, and 4 copies thereof brought up-to-date shall be sent in the month of February of each year to the Honorary Secretary-General. A copy of such register shall be sent by the Honorary Secretary-General to and kept by the District Assembly and Divisional Assembly to which the Ward Branch belongs.
- (b) Such registers shall in addition be brought up-to-date from time to time and any changes in the membership shall be submitted to the Headquarters Secretariat once in every quarter.
- (c) Every person whose application for membership has been duly approved and confirmed shall be entitled to have his name recorded as a member in all copies of the register of the Ward Branch concerned together with the commencing date of his membership.
- (d) Any member who has failed to pay his subscription for one year shall automatically have his rights as a member suspended. He shall cease to be a member and his name shall be struck off from all the registers of members if his subscription has been in arrears for two years, but such removal from the register shall not in any way affect his right of entitlement to renewal under Rule 45.
- (e) On the resignation, death or expulsion of a member his membership shall be deemed to have ceased and his name shall be struck off from all the registers of members.

Exhibits

KTS61

Constitution of
Sarawak Chinese
Association
(continued)

Exhibits**K T S 61**

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Exhibits

KTS61
 Constitution of
 Sarawak Chinese
 Association
 (continued)

51. (a) In addition to the Register of members of Ward Branches there shall be kept the following Registers in the prescribed form by the Honorary-Secretary of the body concerned :-

- (i) Ward Branch Working Committee
- (ii) District Assembly
- (iii) District Working Committee
- (iv) Divisional Assembly
- (v) Divisional Working Committee
- (vi) Central General Assembly
- (vii) Central Working Committee
- (viii) Standing or Ad Hoc Sub-Committee

(b) The Honorary Secretary or Honorary Secretary-General concerned shall deposit with the Headquarters Secretariat an up-to-date copy of each of the registers required to be kept under this Section and notify the Headquarters Secretariat of such changes as may be made from time to time.

52. For the purpose of carrying out the provision as to membership contained in Sections 7-14 inclusive of this Part the Central Working Committee may on its own motion or as a result of an application by any member take steps to rectify or delete any entry or make a fresh entry in any register or do such acts pertaining to the register as it may think fit.

53. All copies of any Register of members wherever kept shall be available for inspection by any member on the giving of 7 days' notice in writing to the person having custody thereof.

54. A register shall be deemed to be in the custody of the Honorary Secretary of the Ward Branch Committee, Working Committee or Sub-Committee concerned and copies of any Register Deposited in the Headquarters Secretariat in the custody of the Honorary Secretary-General.

Section XIV

Transfer Of Members

55. A member shall inform the Ward Branch in which he is registered of any change of residence.

56. In the event of his new residence being located within the area of another Ward, the Ward Branch at which his name is registered shall immediately by request in writing cause the member to be transferred to the Ward Branch in which his new residence is situated and shall inform the member concerned of such transfer.

57. A copy of the said request in writing shall be forwarded to the Headquarters Secretariat for the necessary changes in the Ward Branch Register to be made,

58. A member on being transferred from one Ward Branch to another shall not be deemed to be a new member and all subscriptions paid shall hold good and not be affected by such transfer.

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Section XV

Right of Member

59. A member, so long as he or she has not for any reason ceased to be or has not been suspended from being a member, shall be entitled.

- (a) to attend and speak at all meetings which he is entitled to attend;
- (b) to vote at all meetings which he is entitled to attend;
- (c) to hold such office in the Association, to which he may be duly elected or appointed;
- (d) to have access to and to make such reasonable use of such facilities as the Association may provide; and
- (e) to inspect the Register of Members.

60. An Affiliate Organisation shall not be entitled to any rights except to nominate such representatives, as it may be called upon by the Central General Assembly of the Association to be, to sit in the Central General Assembly or in any Committees or Sub-Committees for any specific or general purpose but shall have not the right to vote.

Section XVI

Obligations of Members

61. Members shall be obliged to assist actively

- (a) in the attainment of the objects of the Association;
- (b) in the furtherance and implementation of the policies and work of the association;
- (c) In such council Negri, Divisional Council, Municipal or local Council elections as he may be asked by the Central Working Committee or by the Working Committee of the Ward Branch or Divisional Assembly of the Association which is directly concerned in the conduct of the election campaign; and
- (d) other members of the Association if such assistance is sought and can reasonably be given.

Section XVII

Duties of Office Bearers

62. The office-bearers named in this rule shall without prejudice to the other powers and duties conferred by this constitution have the following duties :-

(a) Chairman or President :-

To preside at all meetings of the Assembly or Ward Branch or Working Committee or such other Committee or Committees, whether Standing or Ad Hoc, of which he is Chairman;

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To be responsible, in conjunction with the Working committee, for the implementation of the decisions of the Assembly or Ward Branch;

To supervise, if necessary, the work of Standing or Ad Hoc Committees.

(b) Vice-Chairman or Vice President :-

To preside in the absence of the President or Chairman at meetings of the Assembly, Ward Branch or Working Committee or Committees, whether Standing or Ad Hoc, of which the President or Chairman is Chairman;

To carry out the other duties of the President or Chairman in his absence.

(c) Honorary Treasurer-General and Honorary Treasurer :-

To devise and take steps to collect subscriptions and to raise funds for the Association;

To receive payments of subscriptions, donations, proceeds of fun fairs, concerts, and such other fund raising functions, and pay them into the appropriate banking account, and generally to handle all moneys receivable or payable by the Association, Assembly or Ward Branch;

To prepare an annual budget for the forthcoming year in respect of the Ward Branch or Assembly of which he is Treasurer for consideration and approval at a General meeting;

To keep proper accounts showing the financial standing and affairs of the Ward Branch or Assembly of which he is Treasurer;

To be a compulsory signatory to all cheques drawn on the bank account of the Association, Assembly or Ward Branch in conjunction with such other member or members as the General Assembly or Working Committee shall decide.

(d) Honorary Secretary-General and Honorary Secretary :-

To call meetings on the instructions of the President or Chairman ;

To deal with the day-to-day correspondence and administration;

To keep proper minutes of meetings of the Assembly, Ward Branch or Working Committee of which he is Secretary.

(e) Sub-Committee Chairman :-

To preside over meetings of Standing or Ad Hoc Committees;

To appoint or co-opt such other member or members to his committee or committees as he deems fit;

To appoint an Honorary Secretary for each Standing or Ad Hoc Committee from amongst the members, such Honorary Secretary to call meetings on the instructions of Committee Chairman and keep proper minutes;

To ensure that his Sub-Committee carries out the duties or work assigned to it either by an Assembly or Ward Branch or a Working Committee;

Prepare estimates of the financial requirements of his Sub-Committee for the forthcoming year for inclusion in the Annual Budget of the Honorary Treasurer or Honorary Treasurer-General;

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To draw up bye-laws governing the activities of his Sub-Committee subject to the approval of the Central Working Committee.

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Election of Office-Bearers

63. The following Election Rules shall apply :-

(a) Nomination of Candidates

- (i) A member may stand for election as an office-bearer of any Ward Branch irrespective of the Ward Branch in which he is registered. Provided that no member may stand for election in more than one Ward Branch in any General Election.
- (ii) A member standing for election shall give his consent so to stand in writing and shall be proposed by one member and seconded by another member from the Ward Branch, District Assembly or Divisional Assembly in which he is standing for election.
- (iii) Written notice of nomination shall be handed to the Honorary Secretary of the Ward Branch or District Assembly or Divisional Assembly holding the elections 7 days before the date of elections.
- (iv) Such notice of nomination and written consent shall be posted on the notice board of the Ward Branch or District Assembly or Divisional Assembly concerned immediately on receipt by the Honorary Secretary.
- (v) All elections of office-bearers in the Central General Assembly shall be made from the floor.

VOTING AT MEETINGS OF WARD BRANCHESAND ASSEMBLIES FOR ELECTIONS AND ALLRESOLUTIONS

- 64. (i) Voting shall be by secret ballot only, provided that in resolutions affecting business other than election of office-bearers the meeting may resolve to vote by a show of hands.
- (ii) No voting by proxy shall be allowed at any meeting.
- (iii) The right of a member to vote at a Ward Branch or Assembly meeting shall in each case be determined by the entries in the copy of the Ward Branch or Assembly Register which is kept at the Headquarters Secretariat and certified as correct by the Honorary Secretary of the Ward Branch or Assembly concerned and by the Honorary Secretary General.

Provided that in the case of an election the copy of the said register shall be one that has been certified as aforesaid not more than 30 days before the election.
- (iv) Whenever any dispute arises over any register of members of a Ward Branch or Assembly or Working Committee or Sub-Committee any interested member shall be entitled to appeal to the President who shall forthwith set up a Special Appeals Committee to investigate into the matter in such

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manner as it thinks fit including reference to all the relevant copies of the register.

- (v) Where there has been any dispute as to the correctness of any register of members or where there has been an appeal as to the right to be a member the Central Working Committee may issue supplementary or corrective list of members in accordance with the findings of the Special Appeals Committee as may have been set up to deal with the matter and such list shall for all purposes be deemed to be part of the copy of the register of members affected.
- (vi) Every member shall have the right to vote on any resolution or in any election at any meeting that he is entitled to attend except that no member shall have the right to vote at any election unless the entries in the Ward Branch Register concerned and which has been certified as correct under Rule 65(iii) above show that he qualifies as a member.
- (vii) Every member who is entitled to vote shall have one vote only.
- (viii) Unless otherwise expressly provided in this Constitution any matter voted upon shall be decided by a simple majority of the members present and voting and in the event of an equality of votes the Chairman shall have a casting vote.
- (ix) A proper place for the filling up of ballot papers shall be provided so that each voter may do so in secret.
- (x) Each voter shall fill in his own ballot paper. Provided always that a writer may at the request of the voter be provided to assist him in filling in his ballot paper at the place provided under Sub-Rule (ix) above.
- (xi) Two or more members of the Ward Branch or Assembly carrying out an election shall be elected at the meeting to be scrutineers and to count the votes cast in the election and they shall carry out their duties under a supervisor who shall be similarly elected.
- (xii) Any Ward Branch, Working Committee, Sub-Committee or Assembly may without meeting together transact any urgent business or any routine matter by circular with the approval of the President or Chairman and any resolution may be voted upon by its members by posting their votes to the Chairman.
- (xiii) Any resolution circularised for voting upon shall be sent by registered post to every member entitled to vote and such voting shall be deemed to be closed on the expiry of 14 days from the date of posting or of such extended period as the Chairman of the Sub-Committee or the Working Committee concerned or the Working Committee of the Ward Branch or Assembly concerned may decide.

Provided that no resolution shall be effective unless not less than one half of its members so circularised have returned their votes before the closing date of any extension thereof.

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Section XIX

Term of Office

65. All Office-bearers elected under the Constitution shall hold office until the next election. Every Ward Branch, District Assembly, Divisional Assembly and Central General Assembly shall hold a general election for its office-bearers once in every two years.

66. A Ward Branch shall hold its elections not earlier than 1st March and not later than 30th April of the year in which elections should be held.

67. A District Assembly shall hold its elections not earlier than the 1st May and not later than 30th June of the year in which elections should be held.

68. A Divisional Assembly shall hold its elections not earlier than 1st July and not later than 31st August of the year in which elections should be held.

69. The Central General Assembly shall hold its elections not earlier than 1st September and not later than 31st October of the year in which the elections should be held.

70. In the event of any Ward Branch, District Assembly or Divisional Assembly failing to hold its elections within the periods stated above, the President or an officer appointed by him for the purpose may convene a meeting and hold the elections.

71. No District Assembly or Divisional Assembly or Central General Assembly shall delay its elections on account of the failure of any Ward Branch, District Assembly or Divisional Assembly to hold its elections in time but shall carry out its elections without the representatives from the defaulting Branch or Assembly.

72. In the event of the Central General Assembly elections not being held within the period provided for above a requisition may be made to hold a general meeting for the purpose of the elections, such requisition to be made in the manner hereinafter provided for in Rule 95.

73. In the event of any vacancy in any office occurring at any time before the next general election caused by the death, resignation, suspension, or expulsion of any office-bearer or by any other cause, such vacancy may be filled by the Working Committees of the respective Ward Branch, District or Divisional Assembly by whom the office-bearer was elected and by the Central Working Committee in the case of the office-bearers elected by the Central General Assembly.

74. In the event of it being found expedient or necessary to create a new office or offices for the better carrying into effect the provisions of this Constitution any Ward Branch, Sub-Committee, Working Committee or Assembly may at any time convene a meeting to elect an office-bearer or office-bearers to fill such office or offices.

75. A Ward Branch or Assembly may at any time at a General Meeting convened for the purpose pass a resolution to remove any office-bearer provided that no such resolution shall be passed unless two-thirds of all the members present have voted in favour of the resolution. In the event of an office-bearer being so removed, the Ward Branch or Assembly may immediately elect another person to fill the office.

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Section XX

Terms of Reference of Standing Sub-Committees

76. The terms of reference of all Standing Sub-Committees of the Association with regard to all matters appropriate to and coming under the title of the Sub-Committee concerned shall include powers :-

- (a) To discuss and make recommendations on all such matters as may affect members at the relevant levels of the Association;
- (b) To initiate discussions on matters of policy and to make recommendations to the relevant parent Ward Branch or Assembly of the Association;
- (c) To organise appropriate activities amongst members, such activities to be launched with the written approval of the relevant parent Working Committee of the Ward Branch or Assembly of the Association;
- (d) To devise schemes for effecting the policy of the Association, such schemes to be carried out with the written approval of the relevant parent Working Committee of the Ward Branch or Assembly of the Association;
- (e) To co-operate and work in conjunction with other Standing or Ad Hoc Sub-Committees of the Association in order to achieve the objects of the Association;
- (f) To co-operate and work in conjunction with any affiliate Organisation or body; and
- (g) To perform any other work which may be deemed to be appropriate and beneficial to the Association.

Section XXI

Powers of Central General Assembly

77. Without prejudice to the generality of its powers conferred by this Constitution the Central General Assembly shall have the following powers:-

- (a) To appoint from time to time such Ad Hoc Sub-Committees as it may deem fit to consider and deal with specific matters as may be necessary;
- (b) To determine and provide terms of reference for such Sub-Committees as it may think fit and to make such rules as may be necessary for the regulation of its business;
- (c) To enter into arrangements upon such terms and subject to such conditions as the Central General Assembly may deem desirable for working in conjunction with any Association or Organisation with like aims and objects;
- (d) To make such rules as the Central General Assembly may consider expedient for the joint working of the business of any Organisation connected with this Association or for the purpose of defining the terms and conditions of the joint working of the business of such other Organisation or as may from time to time be agreed upon between the Central General Assembly and such Organisation;

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- (e) Subject to these Rules, to regulate its own proceedings, direct, manage and control the affairs of the Association and act in the name of the Association;
- (f) To make such bye-laws for the election of members and office-bearers or for carrying on the business of the Association at all levels as they may from time to time think necessary for the furtherance of all or any of the objects for which the Association is established, provided always that no such bye-laws shall be inconsistent with these Rules nor shall such bye-laws be contrary to any written law governing elections to legislative, public or other bodies;
- (g) To prepare and give effect to schemes for the attainment of the objects of the Association or any one of them;
- (h) To present the views of the Association any matter relating to the objects of the Association or on questions of general interest;
- (i) To appoint officers, clerks and servants as it may deem necessary and to define their duties and functions; to suspend or dismiss them, or dispense with their services as occasion may require and to give them salaries, allowance, gratuities and other privileges as the Central General Assembly may from time to time consider necessary;
- (j) To delegate, subject to such conditions as it may think fit, all or any of its powers, except those under sub-Rule (m) of this rule and such other rules as are herein expressly prohibited from being delegated, to the Central Working Committee or any other Sub-Committee;
- (k) To grant affiliation to any political organisation or body registered within Sarawak having aims similar to those of this Association and to withdraw affiliation if the interests of this Association require it;
- (l) To collect or receive any donation or contribution in money or kind for the attainment of the objects of the Association or any of them;
- (m) Subject to Rule 141 add to, repeal, amend Substitute or alter the Rules of this Constitution as it shall think expedient for the attainment of any of the objects of the Association or for the better management thereof;
- (n) To purchase, take on lease, or licence, or hire or otherwise acquire movable or immovable property of any kind, and to sell, exchange, charge or mortgage or otherwise dispose of or deal with any movable or immovable property, and to borrow moneys with or without security, including power to mortgage and to operate any overdraft facilities with any bank and for such purposes to charge or mortgage by way of security the Association's movable and immovable properties of all kinds;
- (o) To print and publish newspapers, periodicals and pamphlets for the spreading of information with

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respect to matters having relation to the objects of the Association;

- (p) To promote or oppose legislative and other measures affecting or likely to affect the members of the Association, to communicate with public authorities and with kindred bodies on all matters affecting the interests of members and to co-operate with other Associations or bodies in such all matters;
- (q) To accept, undertake or execute any trust or gift which may be deemed to be in accordance with or which may further or benefit the objects of the Association or any of them;
- (r) To deal with all matters appertaining to the Association not specifically provided for by these Rules.

Section XXII

Powers of Special Committee and
Central Working Committee

78. Without prejudice to the generality of the powers conferred by this Constitution :-

- (a) The Central Working Committee shall have power to delegate on such terms and conditions as it deems fit to any standing or Ad Hoc Sub-Committee or any specified person all or any of its powers as may be delegated or directly entrusted to it under this Constitution;
- (b) The Special Committee shall have such powers as may be directly delegated to it by the Central General Assembly or General Working Committee.
- (c) The Central Working Committee may, by a majority vote of its members taken at a meeting, approve the establishment of a Ward, District or Divisional Branch at any area where there are at least 20 members.
- (d) The Central Working Committee may dissolve a Ward Branch, District and Divisional branches:
 - (1) If for a consecutive period of six months the number of Branch members is below 20; or
 - (2) If the Branch refuses to abide by the rules of the Association or the decisions of the Central Assembly or the Central Working Committee or if it is in the opinion of the Central Working Committee guilty of conduct detrimental to the Association.

82. The Central Working Committee shall meet at least once in every 6 months.

83. The Divisional Assembly shall meet at least once in one year.

84. The Divisional Working Committee shall meet at least once in every 6 months.

85. The District Assembly shall meet at least once in one year.

86. The District Working Committee shall meet at least once in every 2 months.

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87. The General Meeting of every Ward Branch shall meet at least once in one year.

88. The Working Committee of every Ward Branch shall meet once in every 1 month.

89. Meetings of Standing or Ad Hoc Sub-Committees shall be held as and when their respective Chairmen think necessary,

90. The President of the Association or the Chairman of any Ward Branch, Sub-Committee, Working Committee or Assembly may call a meeting of the body over which he presides.

91. Notice of any such meeting shall be in writing and be of the following duration :-

Central General Assembly at least 21 days notice.

Any other Assembly or Ward Branch at least 14 days notice,

Any Sub-Committee or Working Committee at least 3 days notice.

Provided that the President or Chairman of the Assembly, Ward Branch, Working Committee or Sub-Committee concerned may in cases of urgency give such shorter notice as he may think fit,

Section XXVI

Requisition of Meetings

92. A General meeting of a Ward Branch may be requisitioned by any 10 members giving at least 21 days notice in writing to the Honorary Secretary concerned requiring him to call a meeting and specifying the date and time for the meeting and the Agenda for discussion.

93. A General meeting of a District Assembly may be requisitioned by a request signed by not less than one quarter of the members of the Assembly concerned giving at least 21 days notice in writing and specifying the date and time for the meeting and the Agenda for discussion.

94. A general meeting of a Divisional Assembly may be requisitioned by a request signed by not less than one quarter of the members of the Assembly concerned giving at least 21 days notice in writing to the Honorary Secretary concerned requiring him to call a meeting and specifying the date and time for the meeting and the agenda for discussion.

95. A general meeting of the Central General Assembly may be requisitioned by any 7 members of the Assembly, each from different Districts giving at least 30 days notice in writing to the Honorary Secretary-General specifying the date and time for the meeting and the Agenda for discussion.

96. A meeting of any Working Committee of the Association may be requisitioned by any 5 members of the Working Committee concerned giving at least 14 days notice to the Chairman concerned specifying the date and time for the meeting and the Agenda for discussion.

97. Any requisition under Rules 93 to 101 inclusive may be made by more than one document.

98. The office-bearer concerned in a requisition shall within 4 days of the receipt of a request send out the necessary notices for the meeting and in the event of such office-bearer failing to do so within the aforesaid 4 days the persons making the requisition may send out the necessary notices signed by any one of them.

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Provided that such notices issued by the requisitionists shall comply with the requirements provided for in Rule 93.

Section XXVII

Quorum

99. The quorum for the conduct of proceedings of any meeting shall be the presence at all times of one-third of the number of members entitled to attend the meeting.

100. If at any time either at the commencement of or during the progress of a meeting, there are not sufficient members to constitute a quorum, the Chairman shall stay the meeting for half an hour and should there be still no quorum, he shall adjourn the meeting to a date 7 days from the date of adjournment or such other later date as the members present may unanimously decide.

101. No quorum shall be necessary at such adjourned meeting.

Section XXVIII

Dissolution

102. Notwithstanding any provision to the contrary and without prejudice to anything contained in this Constitution the Rules set out in this Section as to Dissolution shall apply.

DISSOLUTION OF WARD BRANCHES

103. (a). A Ward Branch shall be deemed to be dissolved at the expiry of 3 months from the date of a notice in writing set by the Honorary Secretary-General of the Ward Branch concerned that according to the copies of the Registers of members kept at the Headquarters Secretariat, the Divisional Assembly, District Assembly and Ward Branch, the number of members in that Ward Branch is below ~~25~~²⁰.

Provided that such dissolution shall not be deemed to have taken effect if during the said period of 3 months the Honorary Secretary of the Ward Branch concerned satisfied the Central Working Committee that the number of members on the said copies of the register has increased to above ~~25~~²⁰.

(b). A Ward Branch may also be dissolved by a resolution at a General Meeting of the Ward Branch in which at least three-fourths of the members present voted in favour thereof.

Provided always that the resolution to dissolve shall not take effect unless such three-fourths shall number more than half of the total number of members of the Ward Branch concerned.

(c) On the dissolution of a Ward Branch the Divisional Working Committee may direct that its members be transferred to any other Ward Branch notwithstanding that they are not within the boundaries of the same Municipal or Local Council boundaries.

(d) Such transfer shall take effect as if there has been a change of residence of the members concerned and shall be carried out in accordance with the Rules on Transfer of members mutatis mutandis under Section XIV of this Part.

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(continued)**104. DISSOLUTION OF DISTRICT, DIVISIONAL AND CENTRAL GENERAL ASSEMBLIES.**

- (a) A District or Divisional Assembly shall be deemed to be dissolved if it ceases to have any members by reason of the dissolution of the Ward Branch or District Assembly which sends delegates to it.
- (b) Any Assembly of the Association may dissolve itself by a resolution in General Meeting carried by a majority of at least three-fourths of those present, provided that at least two-thirds of the members of the Assembly concerned are present at the meeting.

105. DISSOLUTION OF WARD BRANCH OR ASSEMBLY BY RESOLUTION

No. resolution for the dissolution of any Ward Branch or Assembly of the association shall be put to the vote in any General Meeting unless it has been specifically stated in the notice calling the meeting, or other such meeting be requisitioned under Section XXVI of this Part or otherwise.

106. DISSOLUTION OF DIVISIONAL ASSEMBLY, DISTRICT ASSEMBLY, WARD BRANCH, WORKING COMMITTEE OR SUB-COMMITTEE BY CENTRAL GENERAL ASSEMBLY

A Divisional Assembly, District Assembly, Ward Branch, Working Committee or Sub-Committee shall be deemed to be dissolved on the Central General Assembly passing a resolution for its dissolution by a three-fourths majority of the members present and voting or as a result of a decision in disciplinary proceedings instituted in accordance with Section XXXI of Part III that it be dissolved.

107. Every delegate elected by a Ward Branch or Assembly to present it in any other body shall on the dissolution of the Ward Branch or Assembly he presents cease to serve as such delegate.

108. In the event of a dissolution of a Ward Branch, Sub-Committee Working Committee or Assembly in accordance with any provision in this Constitution the President shall after consultation with the Central Working Committee direct in what manner its liabilities shall be discharged its assets dealt with and its affairs wound up; and every such Ward Branch, Sub-Committee, Working Committee or Assembly Dissolved shall on demand hand over all records, documents, stamps, seals, cash, furniture and assets of any nature whatsoever to the President of the Association or to his representative.

For the purpose of this rule the President may after consultation with the Central Working Committee appoint any person or persons to be his representatives with all the abovesaid duties and powers of the President or such powers or duties as may be specified.

Section XXIXFinance & Accounts

109. There shall be created a Fund from the moneys and movable property held by the Headquarters Secretariat and by each Ward Branch, Sub-Committee, District Assembly or Divisional Assembly. Such funds shall be operated in accordance with the Rules of this Section.

110. There shall in addition be created a Central Fund of the Association from the assets of the Association to be held in the following manner:-

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- (a) Immovable property, securities, bonds, fixed deposits of cash and investments of any nature shall be held in the name of the elected Trustees as provided for under Section XXX of this Part.
- (b) Cash shall be held in a Bank account or in fixed deposit in accordance with Rules 121 and 122 of this Section.

111. A proper system of accounting shall be adopted and kept at the Headquarters Secretariat in respect of all financial matters relating to the Secretariat and Central Fund. Proper account shall be kept under the supervision and direction of the Honorary Treasurer-General.

112. All Ward branches, Sub-Committees and Assemblies shall also adopt such system of accounting as the Central Working Committee may recommend and such system of accounts shall be kept and carried out under the general supervision of the Honorary Treasurer-General.

113. The Honorary Treasurer of each Ward Branch, District Assembly or Divisional Assembly shall be responsible for all matters relating to finance in his Ward Branch, District Assembly or Divisional Assembly and shall work under the general supervision and be responsible to his own Working Committee and to the Honorary Treasurer-General in so far as the keeping of proper, efficient and accurate accounts are concerned.

114. Current Banking accounts shall be opened and fixed deposits may be made for the Central Fund of the Association and for the funds kept by Headquarters Secretariat, the Ward Branches, District Assemblies and Divisional Assemblies.

115. The Honorary Secretary-General at Headquarters Secretariat and the Honorary Treasurer of each Ward Branch, District Assembly shall keep a Petty Cash Imprest Accounts not exceeding \$250/-

116. Cheques in each such account and withdrawals of fixed deposits shall be signed by at least 3 members who shall in the case of cheques drawn on the current banking account or fixed deposits account of the Central Fund of the Association or of cheques drawn by the Headquarters Secretariat to the Honorary Treasurer-General, the Honorary Secretary-General and one other member. In all other cases cheques shall be signed by the Honorary Treasurer and the Honorary Secretary concerned together with one other member.

117. The working Committee of every Ward Branch and Assembly shall each appoint a qualified person to serve as Honorary auditor to audit its accounts.

Provided that in the case of a qualified person not being available to serve as Honorary Auditor in a Ward Branch, District Assembly or Divisional Assembly, such other person as its Divisional Working Committee may approve may be appointed Honorary Auditor.

118. For purposes of audit, all accounts shall close on 31st December of each year.

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119. The Honorary Treasurer of every Ward Branch and Assembly, except the Central General Assembly, shall submit at the end of every year Statements of Income and Expenditure and Balance Sheets to their respective Working Committees not later than 2 months immediately after the end of every year or more often on request by their respective Working Committees concerned. Copies of all such Statements of Income and Expenditure and Balance Sheets be sent to the Headquarters Secretariat and the Honorary Treasurer-General at Headquarters for his comments and advice.

120. The Honorary Treasurer-General shall be responsible for all matters relating to finance of the Association to the Central Working Committee and may whenever it appears to him desirable submit reports of the financial position of any Ward Branch, District Assembly or Divisional Assembly to the Central Working Committee after the receipt of the yearly Statements of Income and Expenditure and Balance Sheets sent to him by the Ward Branches, District Assemblies and Divisional Assemblies together with his advice as to any action to be taken thereon by the Central Working Committee.

121. The Honorary Secretary-General shall also submit to the Central Working Committee quarterly Statements of Income and Expenditure and Balance Sheets of the Headquarters Secretariat not later than two months after the end of every quarter or more often on request by the Central Working Committee.

122. The Honorary Treasurer-General shall submit every year to the Central General Assembly a proper audited statement of account and Balance Sheet of the Central Fund of the Association in respect of the previous financial year together with a report in writing of the financial state of the Association Headquarters Secretariat and its Ward Branches, District Assemblies and Divisional Assemblies.

123. The Central General Assembly may if it deems it expedient or necessary so to do create a Special Fund or Funds for the attainment of the objects of the Association or any of them and such fund or funds shall be administered by special rules to be made by the Central General Assembly.

Section XXX

Assets and Trustees

124. All assets of whatever nature shall belong to the Association, and shall be under the control of the Central Working Committee, to be dealt with in such manner as it may decide and all immovable property shall be held in the names of the Trustees appointed at a general meeting of the Central General Assembly in accordance with Rule 126 below.

Provided that the Central Working Committee shall in respect of movable property, or of such immovable property as may be transferred to the Trustees, appoint of Working Committee of Divisional or District or Ward Branch by whom such movable or immovable assets are acquired to manage them.

125. All assets acquired by a Divisional or District Assembly or Ward Branch shall be enjoyed and utilised by the Divisional or District Assembly or Ward Branch which acquired them.

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126. All immovable property, securities, stocks, bonds and investments of any nature held by any Assembly or Ward Branch shall be held in the name of trustees not exceeding 4 in number in each case, such Trustees to be nominated by the Working Committee of the Assembly or Ward Branch concerned and confirmed by the Central General Assembly. Such trustees may hold such other assets as the Central Working Committee may decide should be held in their names. In this connection they shall deal with such assets, sign such documents and carry out such acts as the Central Working Committee may direct.

127. Every Trustee shall hold office until his death, resignation or his removal from office by the Central General Assembly and any vacancy amongst the Trustees shall be filled by nomination by the Working Committee of the Assembly or Ward Branch concerned and confirmed by the Central General Assembly.

128. The Association shall indemnify and keep indemnified the trustees appointed under Rule 126 above against any liabilities of whatsoever nature incurred in the carrying out of their duties as Trustees.

Section XXXI

Discipline

129. Disciplinary action may be taken against any member, Ward Branch, Sub-Committee, Working Committee, Assembly or Organisation affiliated to the Association whose utterance, action or conduct is contrary or injurious to or tends to injure or affect adversely the policies or interest of the Association.

130. The Central Working Committee may take such disciplinary action on complaint by any member, Ward Branch, Sub-Committee, Working Committee, Assembly or Organisation affiliated to the Association ~~to the Central Working Committee.~~

131. Any disciplinary action taken by the Central Working Committee may be in the form of dissolution, expulsion, suspension from the exercise of all or any of the rights of membership, removal from office for a specified term or in any other manner as the Central Working Committee may think fit.

Provided that no disciplinary action shall be taken unless a resolution is passed in a meeting of the Central Working Committee at which not less than two thirds of its members are present and by not less than two-thirds of such members present voting in favour thereof.

Section XXXII

Contest of Elections

132. The Association may put up candidates to contest in any election at any level including Municipal, Town or Local Divisional or Council Regri Elections.

133. All Candidates contesting in any Municipal, Town or Local Council Elections with the support of the Association or of any Organisation with which the Association is working in conjunction shall be nominated by the Working Committee of the Ward Branch which controls the Ward in which the candidates is to contest and approved by the Working Committee of the District Assembly which controls the District in which the election is to take place.

134. All candidates contesting in any Divisional Election with the support of the Association or of any organisation with which the Association is working in conjunction shall be nominated by the Working Committee of the District Assembly which controls the District in which the election is to take place. Such nomination shall be submitted for the approval of the Working Committee of the Divisional Assembly concerned.

135. In the event of the Working Committee of a District Assembly refusing to approve any candidate nominated by the Working Committee of a Ward Branch or in the event of the Working Committee of a Divisional Assembly refusing to approve any candidate nominated by the Working Committee of a District Assembly, the Working Committee of the Ward Branch or the Working Committee of the District Assembly concerned may nominate an alternative candidate for approval by the Working Committee of the District Assembly or the Working Committee of the Divisional Assembly concerned, or appeal to the Central Working Committee. On an appeal to the Central Working Committee, it shall forthwith set up a Special Appeals Committee of not less than 3 and more than 5 members who shall then deal with the appeal and its decision shall be final.

Provided that no member shall be appointed to serve in any special Appeals Committee if he is an office-bearer of or his name is registered in the register of the Ward Branch District Assembly or Divisional Assembly which is a party to the appeal.

136. All candidates contesting in any Council Negri Election with the support of the Association or of any organisation with which the Association is working in conjunction shall be nominated by the Working Committee of the District Assembly which controls the District in which the Election is to take place after consultation with the Working Committee of the Divisional Assembly concerned. Such nomination shall be submitted for the approval of the Central Working Committee. The Central Working Committee may refuse to approve any such nomination and on such refusal shall request the Working Committee of the Divisional Assembly to nominate an alternative candidate or candidates. The decision of the Central Working Committee shall be final.

Section XXIII

General Provisions

137. Where for any reason whatsoever the person empowered or whose duty it is under this Constitution to carry out any act is unable or is unwilling or neglects without good and sufficient cause to do so, the Working Committee of the body concerned may itself perform such act or discharge such duty or appoint such other person as it may think fit to do so.

138. The Association shall not be liable or responsible for any contracts or liabilities which have been incurred in its name without the approval and authority in writing of the Central Working Committee.

The Central Working Committee may delegate to such person or persons as it may deem fit its powers to approve and authorise the incurrence of liabilities on behalf of the Association.

ExhibitsKTS 61
- 26 -ExhibitsKTS61
Constitution of
Sarawak Chinese
Association
(continued)

139. The Central General Assembly shall have full powers to deal with and have ultimate control over all matters of whatsoever nature come raising the Association.

140. Every officer performing executive functions in the Association and every adviser, ~~also the legal adviser,~~ shall be Malaysian citizens.

141. Any member of the Central General Assembly seconded by another such member may propose the addition of any new rule to or the repeal, amendment, substitution or alteration of any rule of this constitution by giving notice in writing to the Honorary Secretary-General of such new rule to be added to or of such repeal, amendment, substitution or alteration not less than one month before the date of the meeting of the Central General Assembly at which it is to come for consideration. The Honorary Secretary-General shall immediately on receipt of such notice notify all the members of the Central General Assembly of such proposal and shall send copies of the proposed amendments or alteration to each member of the Central General Assembly not less than 14 days before the meeting at which it is to be considered. No such proposal shall be carried into effect unless it is passed as a resolution by the Central General Assembly by a majority of at least two-thirds of the members present and voting at the meeting.

142. In any balloting carried out under this Constitution no spoilt vote or unmarked ballot paper shall be deemed to be a vote or taken into account.

143. The validity of any proceeding or action taken in pursuance of and in accordance with any provision in this Constitution shall not be affected in any manner merely because any member or members entitled to vote or to be notified have not been able to vote or have not received such notification unless such omission affects more than one-fourth of the number of members so entitled.

144. This Constitution shall come into force from the date of approval of this Constitution by the Registrar of Societies, Sarawak.

Exhibits

Agreement between Chalfont Investment Ltd. and Kong Thai Lumber Sdn. Bhd.
31st October 1969

Exhibits

KTS62
 Agreement
 between Chalfont
 Investment Ltd.
 and Kong Thai
 Lumber Sdn. Bhd
 31st October 1969

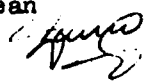
A G R E E M E N T **K T S 6 2**

AN AGREEMENT made this 31st day of October, 1969, BETWEEN CHALFONT INVESTMENTS LIMITED, a company incorporated and registered in Hong Kong and having its registered office at 15th Floor, P & O Building, Victoria, Hong Kong, (hereinafter called "the Employer") of the one part AND KONG THAI LUMBER SENDIRIAN BERHAD, a company incorporated and registered in Sabah and having its registered office at No. 1086, North Road, Tawau, Sabah, (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer has the right to fell and extract timber from a timber concession in the District of Sudjau, Kalimantan, the Republic of Indonesia, under Licence No. 191/KPTS/UM/5/1969 (hereinafter referred to as "the said forest area").

AND WHEREAS the Employer is desirous of employing the Contractor to execute the logging operation in respect of the said forest area on the terms and conditions hereinafter contained.

WHEREBY IT IS AGREED as follows:-

1. The Employer shall employ the Contractor ^{/to} execute the whole logging operation in respect of the said forest area.
2. The Employer shall pay to the Contractor M\$50.00 (Malaysian Dollars fifty only) ^{or such other sum as may from time to time be agreed} per ton of 50 cubic feet FOB ocean vessel(s) loading at P. Nunukan. 
3. The Contractor shall fell cross-cut into logs bark and extract all merchantable timber from the said forest area.
4. The Contractor shall haul all logs from the forest blocks to loading ramps load them onto trucks transport them to the camp log pond(s) raft and tow them to P. Nunukan log pond(s) provide watchmen to supervise the logs at P. Nunukan and finally load them onto ocean vessel(s) at P. Nunukan.
5. The Contractor shall recruit and pay the wages salaries costs of passports and visas travelling expenses and medical fees of all labourers drivers mechanics craftsmen and managerial staff in connection with the logging operation.
6. The Contractor shall pay the insurance premium under the Workmen's compensation Policy for all workmen in its employment and shall be responsible for all claims arising



Exhibits**KTS 62**

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Exhibits

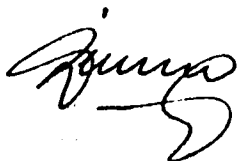
KTS62

Agreement
between Chalfont
Investment Ltd.
and Kong Thai
Lumber Sdn. Bhd.

31st October 1969
(continued)

therefrom.

7. The Contractor shall pay the Salary Tax and Pay-roll Tax which may be payable either or both in Sabah and/or Indonesia.
8. The Contractor shall erect, build, construct at its own costs labourers' quarters camps offices stores roads bridges ramps and wharves where and when necessary for its operation.
9. The Contractor shall provide at its own costs sundry tools and utensils such as chain-saws axes hooks S-hooks barking knives wire ropes screws nuts rafting nails outboard motors electrical wirings sundry electrical equipments and appliances.
10. The Contractor shall provide tug-boats for towing rafts at its own costs and expenses.
11. The Employer shall provide and deliver to P. Nunukan via Tawau at its own costs and expenses all heavy equipments required for the logging operation at the said forest area including generators, tractors, log loaders, shovels, logging trucks, tipper trucks, stone-crushers, air-compressors, graders, land rovers, tank-trucks, lathes, cranes and road-rollers, all of which shall be insured at the costs of the Employer.
12. The Contractor undertakes to make all arrangements necessary in respect of the import export insurance freight trans-shipment and delivery of the said heavy equipments under clause (11) above and the actual costs and expenses thereof shall be charged to the Employer.
13. The Contractor shall pay for the maintenance repairs fuel lubricant spare parts and running expenses of all heavy equipments supplied by the Employer.
14. Upon the completion of the logging operation at the said forest area the Contractor shall make all necessary arrangements to return to the Employer all heavy equipments supplied by the Employer, and the actual costs and expenses thereof shall be charged to the Employer.
15. The Employer shall pay all royalty premium cess and other fees (if any) in respect of and concerning the said forest



/3....



Exhibits

KTS 62

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Exhibits

KTS62
Agreement
between Chalfont
Investment Ltd.
and Kong Thai
Lumber Sdn. Bhd.

31st October 1969
(continued)

and related to the right to the timber concession in the said forest area.

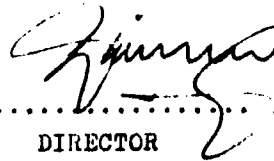
- 16. The Contractor shall comply with and carry out all the conditions and regulations imposed and directions given by the Forest authorities of Indonesia and the Contractor shall be responsible for all damages claims or fines arising from any breach thereof.
- 17. The Contractor shall comply with any directions that may be given from time to time by the Employer.


IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

The Common Seal of the above-named CHALFONT INVESTMENTS LTD. (Employer) was by the authority of a resolution of the Board of Directors hereunto affixed in the presence of:-


.....
DIRECTOR

The Common Seal of the above-named KONG THAI LUMBER SDN. BHD. (Contractor) was by the authority of a resolution of the Board of Directors hereunto affixed in the presence of:-


.....
DIRECTOR


.....
SECRETARY

Exhibits

Exhibits

K T S 62

KTS62
Agreement
between Chalfont
Investment Ltd.
and Kong Thai
Lumber Sdn. Bhd.

31st October 1969
(continued)

In accordance with the provisions of Clause 2 of an agreement made on 31st day of December, 1969 between Chalfont Investments Ltd. and Kong Thai Lumber Sdn Bhd., it is hereby mutually agreed that the price on contract work shall be increased from \$50.00 per ton of 50 cu.ft. to M\$57.50 (Malaysian Dollars fifty seven and cents fifty only) per ton of 50 cu. Ft. with effect from 1st of January, 1970.

Dated this 21st day of April 1971.

Agreed and confirmed by)
)
✓ Chalfont Investments Ltd.,)
Hong Kong.)
Director

Agreed and confirmed by)
)
Kong Thai Lumber Sdn Bhd.,)
)
Tawau.)
Director

ExhibitsAgreement between Glendale Investments Ltd. and Sabah Agency Sdn. Bhd.
23rd December 1969**KTS 63**A G R E E M E N TExhibitsKTS63
Agreement
between Glendale
Investments Ltd.
and Sabah Agency
Sdn. Bhd.23rd December
1969

AN AGREEMENT made this 23rd day of December, 1969 BETWEEN GLENDALE INVESTMENTS LIMITED, a company incorporated and registered in Hong Kong and having its registered office at 15th Floor, P. O Building, Victoria, Hong Kong, (hereinafter called "the Employer") of the one part AND SABAH AGENCY SENDIRIAN BERHAD, a company incorporated and registered in Sabah and having its registered office at No. 1086, North Road, Tawau, Sabah, (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer has the right to exploit and extract timber from a timber concession in Kalimantan, the Republic of Indonesia, under Licence P.P. No. 35/63 & 46/KA/1963, comprising an area of approximately 78,000 acres (hereinafter referred to as "the said forest area").

AND WHEREAS the Employer is desirous of employing the Contractor to execute the logging operation in respect of the said forest area on the terms and conditions hereinafter contained.

WHEREBY IT IS AGREED as follows:-

1. The Employer shall employ the Contractor to execute the whole logging operation in respect of the said forest area.
2. The Employer shall pay to the Contractor M\$50.00 (Malaysian Dollars fifty only) ^{or such other sum as may from time to time be agreed} per ton of cubic feet FOB ocean vessel(s) loading at P. Nunukan. *Signature*
3. The Contractor shall fell cross-cut into logs bark and extract all merchantable timber from the said forest area.
4. The Contractor shall haul all logs from the forest blocks to loading ramps load them onto trucks transport them to the camp log pond(s) raft and tow them to P. Nunukan log pond(s) provide watchmen to supervise the logs at P. Nunukan and finally load them onto ocean vessel(s) at P. Nunukan.
5. The Contractor shall recruit and pay the wages salaries costs of passports and visas travelling expenses and medical fees, of all labourers drivers mechanics craftsmen and managerial staff in connection with the logging operation.
6. The Contractor shall pay the insurance premium under

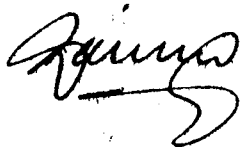
Signature

Exhibits

- 2 - K T S 63

Workmen's Compensation Policy for all workmen in its employment and shall be responsible for all claims arising therefrom.

7. The Contractor shall pay the Salary Tax and Pay-roll Tax which may be payable either or both in Sabah and/or Indonesia.
8. The Contractor shall erect, build, construct at its own costs labourers' quarters camps offices stores roads bridges ramps and wharves where and when necessary for its operation.
9. The Contractor shall provide at its own costs sundry tools and utensils such as chain-saws axes hooks S-hooks barking knives wire ropes screws nuts rafting nails outboard motors electrical wirings sundry electrical equipments and appliances.
10. The Contractor shall provide tug-boats for towing rafts at its own costs and expenses.
11. The Employer shall provide and deliver to P. Nunukan via Tawau at its own costs and expenses all heavy equipments required for the logging operation at the said forest area including generators tractors log loaders shovels logging trucks tipper trucks stone-crushers air-compressors graders land rovers tank-trucks lathes cranes and road-rollers, all of which shall be insured at the costs of the Employer.
12. The Contractor undertakes to make all arrangements necessary in respect of the import export insurance freight trans-shipment and delivery of the said heavy equipments under Clause (11) above and the actual costs and expenses thereof shall be charged to the Employer.
13. The Contractor shall pay for the maintenance repairs fuel lubricant spare parts and running expenses of all heavy equipments supplied by the Employer.
14. Upon the completion of the logging operation at the said forest area the Contractor shall make all necessary arrangements to return to the Employer all heavy equipments supplied by Employer, and the actual costs and expenses thereof shall be charged to the Employer.



/3.....

Exhibits

KTS63
Agreement
between Glendale
Investments Ltd.
and Sabah Agency
Sdn. Bhd.

23rd December
1969

(continued)

Exhibits

KTS 63

- 3 -

- 15. The Employer shall pay all royalty premium cess and other fees (if any) in respect of and concerning the said forest area and related to the right to the timber concession in the said forest area.
- 16. The Contractor shall comply with all conditions and regulations imposed and directions given by the Forests authorities of Indonesia and the Contractor shall be responsible all claims compensations or fines arising from any breach thereof.
- 17. The Contractor shall comply with and carry out all directions in respect of the logging operation in the said forest area as may be given from time to time by the Employer.
- 18. This Agreement shall automatically determine on the 17th day of December, 1987, unless previously determined by three months notice in writing given at any time by either party.

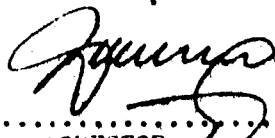
IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written,

The Common Seal of the above-named **GLENDALE INVESTMENTS LTD.** (Employer) was by the authority of a resolution of the Board of Directors hereunto affixed in the presence of:-



 DIRECTOR

The Common Seal of the above-named **SABAH AGENCY SDN. BHD.** (Contractor) was by the authority of a resolution of the Board of Directors hereunto affixed in the presence of:-



 DIRECTOR



 SECRETARY

Exhibits

KTS63

Agreement between Glendale Investments Ltd. and Sabah Agency Sdn. Bhd.

23rd December 1969

(continued)

Exhibits

K T S 63

Exhibits

KTS63
Agreement
between Glendale
Investments Ltd.
and Sabah Agency
Sdn. Bhd.

23rd December
1969
(continued)

In accordance with the provisions of Clause 2 of an agreement made on 23rd day of December, 1969 between Glendale Investments Ltd. and Sabah Agency Sdn Bhd., it is hereby mutually agreed that the price on contract work shall be increased from \$50.00 per ton of 50 cu. ft. to M\$57.50 (Malaysian Dollars fifty seven and cents fifty only) per ton of 50 cu. ft. with effect from 1st January, 1970.

Dated this 21st day of April 1971.

Agreed and confirmed by)
)
✓ Glendale Investments Ltd.,)
)
Hong Kong.) Director

Agreed and confirmed by)
)
Sabah Agency Sdn Bhd.,)
)
Tawau.) Director

Exhibits

Agreement between Chalfont Investments Ltd. and Kong Thai Lumber Sdn. Bhd.
31st October 1969

KTS 64AGREEMENT

AN AGREEMENT made this 31st day of October, 1969, BETWEEN CHALFONT INVESTMENTS LIMITED, a company incorporated and registered in Hong Kong and having its registered office at 15th Floor, P & O Building, Victoria, Hong Kong, (hereinafter called "the Employer") of the one part AND KONG THAI LUMBER SINDIRIAN BERHAD, a company incorporated and registered in Sabah and having its registered office at No. 106a, North Road, Tawau, Sabah, (hereinafter called "the Contractor") of the other part,

WHICHAS the Employer has the right to fell and extract timber from a timber concession in the District of Kudat, Kalimantan, the Republic of Indonesia, under Licence No. 131/KTS/UM/5/1969 (hereinafter referred to as "the said forest area"),

AND WHEREAS the Employer is desirous of employing the Contractor to execute the logging operation in respect of the said forest area on the terms and conditions hereinafter contained,

WHEREBY IT IS AGREED as follows:-

1. The Employer shall employ the Contractor to execute the whole logging operation in respect of the said forest area.
2. The Employer shall pay to the Contractor RM45.00 (Malaysian Dollars forty five only) per ton of 50 cubic feet FOB open vessel (a) loading at P. Hunkan.
3. The Contractor shall fell and cut into logs and extract all merchantable timber from the said forest area.
4. The Contractor shall load all logs from the forest blocks to loading ramp and then onto trucks transport them to the camp log pond (a) full and tow them to P. Hunkan log pond (a) provide waterway to unloading the logs at P. Hunkan and finally load them onto open vessel (a) at P. Hunkan.
5. The Contractor shall recruit and pay the wages salaries costs of passages and visas travelling, expenses and medical fees of all labourers drivers mechanic craftsmen and managerial staff in connection with the logging operation.
6. The Contractor shall pay the maximum protection under the Workmen's Compensation Policy for all workmen in the employment and shall be responsible for all claims arising

Exhibits

KTS64
 Agreement
 between Chalfont
 Investments Ltd.
 and Kong Thai
 Lumber Sdn. Bhd.
 31st October 1969

KTS 64

KTS64
 Agreement
 between Chalfont
 Investments Ltd.
 and Kong Thai
 Lumber Sdn. Bhd.

31st October 1969
 (continued)

- 2 -

therefrom.

7. The Contractor shall pay the Salary Tax and Pay-roll Tax which may be payable either or both in Sabah and/or Indonesia.
8. The Contractor shall erect, build, construct at its own costs labourers' quarters camps offices stores roads bridges ramps and wharves where and when necessary for its operation.
9. The Contractor shall provide at its own costs sundry tools and utensils such as chainsaws axes hooks S-hooks burking knives wire ropes saws wire nailing nails outboard motors electrical wirings sundry electrical equipments and appliances.
10. The Contractor shall provide tug-boats for towing rafts at its own costs and expenses.
11. The Employer shall provide and deliver to P. Bunkan via Cawau at its own costs and expenses all heavy equipments required for the logging operation at the said forest area including generators tractors log loaders shovels logging trucks tipper trucks crane cradles air-compressors graders and reverse track-tracks trolly cranes and road-rollers, all of which shall be insured at the costs of the Employer.
12. The Contractor undertakes to make all arrangements necessary in respect of the import export insurance freight trans-shipment and delivery of the said heavy equipments under clause (11) above and the actual costs and expenses thereof shall be charged to the Employer.
13. The Contractor shall pay for the maintenance repairs fuel lubricant spare parts and running expenses of all heavy equipments supplied by the Employer.
14. Upon the completion of the logging operation at the said forest area the Contractor shall make all necessary arrangements to return to the Employer all heavy equipments supplied by the Employer, and the actual costs and expenses thereof shall be charged to the Employer.
15. The Employer shall pay all royalty payments and other fees (if any) in respect of land comprising the said forest

K T S 64

KTS64
Agreement
between Chalfont
Investments Ltd.
and Kong Thai
Lumber Sdn. Bhd.

31st October 1969
(continued)

and related to the right to the timber concession in the said forest area.

- 16. The Contractor shall comply with and carry out all the conditions and regulations imposed and directions given by the Forest authorities of Indonesia and the Contractor shall be responsible for all damages claims or fines arising from any breach thereof.
- 17. The Contractor shall comply with any directions that may be given from time to time by the Employer.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

The Common Seal of the above-named **CHALFONT INVESTMENTS LTD.** (Employer) was by the authority of a resolution of the Board of Directors hereunto affixed in the presence of:-

.....
DIRECTOR

The Common Seal of the above-named **KONG THAI LUMBER SDN. BHD.** (Contractor) was by the authority of a resolution of the Board of Directors hereunto affixed in the presence of:-

[Handwritten Signature]
.....
DIRECTOR

.....
SECRETARY

Exhibits

Agreement between Glendale Investments Ltd. and Sabah Agency Sdn. Bhd.
23rd December 1969

Exhibits

KTS65
 Agreement
 between Glendale
 Investments Ltd.
 and Sabah Agency
 Sdn. Bhd.
 23rd December
 1969

(Signature)
 AGREEMENT

KTS 65

AN AGREEMENT made this 23rd day of December, 1969 BETWEEN
 GLENDALE INVESTMENTS LIMITED, a company incorporated and
 registered in Hong Kong and having its registered office at 15th
 Floor, P. O Building, Victoria, Hong Kong, (hereinafter called
 "the Employer") of the one part AND SABAH AGENCY SENDIRIANG BERNAD,
 a company incorporated and registered in Sabah and having its
 registered office at No. 1086, North Road, Tawau, Sabah, (hereinafter
 called "the Contractor") of the other part.

WHEREAS the Employer has the right to exploit and extract
 timber from a timber concession in Kalimantan, the Republic of
 Indonesia, under Licence P.P. No. 35/63 & 46/KA/1963, comprising
 an area of approximately 73,000 acres (hereinafter referred to
 as "the said forest area").

AND WHEREAS the Employer is desirous of employing the Con-
 tractor to execute the logging operation in respect of the said
 forest area on the terms and conditions hereinafter contained.

WHEREBY IT IS AGREED as follows:-

1. The Employer shall employ the Contractor to execute the whole
 logging operation in respect of the said forest area.
2. The Employer shall pay to the Contractor M250.00 (Malaysian
 Dollars fifty only) per ton of 50 cubic feet FOB ocean
 vessel(s) loading at P. Nunukan.
3. The Contractor shall fell cross-cut into logs bark and
 extract all merchantable timber from the said forest area.
4. The Contractor shall haul all logs from the forest blocks to
 loading ramps load them onto trucks transport them to the
 camp log pond(s) raft and tow them to P. Nunukan log pond(s)
 provide watchmen to supervise the logs at P. Nunukan and
 finally load them onto ocean vessel(s) at P. Nunukan.
5. The Contractor shall recruit and pay the wages salaries costs
 of passports and visas travelling expenses and medical fees,
 of all labourers drivers mechanics craftsmen and managerial
 staff in connection with the logging operation.
6. The Contractor shall pay the insurance premium under

(Signature)

/2....

Exhibits

- 2 - K T S C E

Exhibits

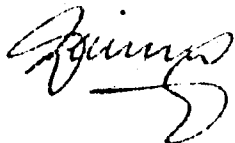
KTS65

Agreement
between Glendale
Investments Ltd.
and Sabah Agency
Sdn. Bhd.

23rd December
1969

(continued)

- Workmen's Compensation Policy for all workmen in its employment and shall be responsible for all claims arising therefrom.
7. The Contractor shall pay the Salary Tax and Pay-roll Tax which may be payable either or both in Sabah and/or Indonesia.
 8. The Contractor shall erect, build, construct at its own costs labourers' quarters camps offices stores roads bridges ramps and wharves where and when necessary for its operation.
 9. The Contractor shall provide at its own costs sundry tools and utensils such as chain-saws axes hooks S-hooks barking knives wire ropes screws nuts rafting nails outboard motors electrical wirings sundry electrical equipments and appliances
 10. The Contractor shall provide tug-boats for towing rafts at its own costs and expenses.
 11. The Employer shall provide and deliver to P. Nunukan via Tawau at its own costs and expenses all heavy equipments required for the logging operation at the said forest area including generators tractors log loaders shovels logging trucks tipper trucks stone-crushers air-compressors graders land rovers tank-trucks lathes cranes and road-rollers, all of which shall be insured at the costs of the Employer.
 12. The Contractor undertakes to make all arrangements necessary in respect of the import export insurance freight trans-shipment and delivery of the said heavy equipments under Clause (11) above and the actual costs and expenses thereof shall be charged to the Employer.
 13. The Contractor shall pay for the maintenance repairs fuel lubricant spare parts and running expenses of all heavy equipments supplied by the Employer.
 14. Upon the completion of the logging operation at the said forest area the Contractor shall make all necessary arrangements to return to the Employer all heavy equipments supplied by Employer, and the actual costs and expenses thereof shall be charged to the Employer.



13.....

Exhibits

KTS 65

- 3 -

Exhibits

KTS65
Agreement
between Glendale
Investments Ltd.
and Sabah Agency
Sdn. Bhd.

23rd December
1969

(continued)

- 15. The Employer shall pay all royalty premium cess and other fees (if any) in respect of and concerning the said forest area and related to the right to the timber concession in the said forest area.
- 16. The Contractor shall comply with all conditions and regulations imposed and directions given by the Forests authorities of Indonesia and the Contractor shall be responsible all claims compensations or fines arising from any breach thereof.
- 17. The Contractor shall comply with and carry out all directions in respect of the logging operation in the said forest area as may be given from time to time by the Employer.
- 18. This Agreement shall automatically determine on the 17th day of December, 1967.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first ab. written.

The Common Seal of the above-named **GLENDALE INVESTMENTS LTD.** (Employer) was by the authority of a resolution of the Board of Directors hereunto affixed in the presence of:-

.....
DIRECTOR

The Common Seal of the above-named **SABAH AGENCY SDN. BHD.** (Contractor) was by the authority of a resolution of the Board of Directors hereunto affixed in the presence of:-

[Signature]
.....
DIRECTOR

[Signature]
.....
SECRETARY

K T S 66

KONG THAI SAWMILL (MRL) LIMITED

**STATEMENT
OF
ACCOUNTS**

AS AT 30TH SEPTEMBER, 1965

周 國 時 公 司
PETER G. P. CHEW & CO.,
Incorporated Commercial Accountants and Authorised Auditors,
SARAWAK, NORTH BORNEO & BRUNEI.

KUCHING OFFICE

2nd Fl. Kion Seng Building,
83, Padungan Road,
KUCHING, SARAWAK.
TEL. 2654

SIBU OFFICE

2nd Fl. No. 7, Wong Nai Siong Road,
SIBU, SARAWAK.
TEL. 721

英荷三邦政府特准會計師
周國聘公司
 PETER G. P. CHEW & CO.,
 Incorporated Commercial Accountants,
 Authorised Auditors,
 Sarawak, North Borneo & Brunei

1317.
 Exhibits
KONG THAI SAWMILL (MIRI) LIMITED
BALANCE SHEET AS AT 30TH SEPTEMBER, 1965

KT-S C6

Exhibits
 KTS66
 Balance Sheet
 of Kong Thai
 Sawmill as at
 30th September
 1965
 (continued)

LIABILITIES		ASSETS	
SHARE CAPITAL		FIXED ASSETS	
Authorized: 30,000 shares of \$100 each	\$3,000,000.00	Tractor	\$1,050,068.76
Issued: 10,000 shares of \$100 each	\$1,000,000.00	High Lifting Station Construction	74,071.34
OTHER LIABILITIES		Road Construction	512,776.43
Bank Overdraft: Hong Kong Bank Ltd.	\$141,340.64	Outboard Engines & Hulls	9,319.05
Sundry Creditors	913,898.20	Motor Vehicles	148,127.28
Audit Fee Due	600.00	Furniture & Fittings	16,108.45
Secretarial Fee Due	200.00	Machineries & Equipment	128,174.77
Salaries Tax Payable	63.50	Motor Launch "Sri Katherine"	28,152.00
	<u>1,056,102.34</u>		<u>\$1,806,708.08</u>
DIRECTORS		CURRENT ASSETS	
		Deposits:	
		House Rent	\$2,000.00
		Forest Tender	1,000.00
			\$ 3,000.00
		Advances:	
		Sundries	\$8,175.25
		Forest Survey Expenses	3,768.65
		Grants to Natives	9,700.00
			21,644.10
		Stocks:	
		Stores	\$14,693.60
		Stationery	2,000.00
			16,693.60
		Sundry Debtors	9,965.83
		Cash In Hand & at Banks:	
		Sibu Office	\$ 449.25
		Miri	3,586.57
		Miri	2,682.56
		Hong Kong Bank Ltd., Sibu	528.77
			7,247.15
			58,570.70
		INTANGIBLE ASSETS	
		Preliminary Expenses	\$50,750.00
		Pre-production Expenses	139,943.56
			190,693.56
			<u>\$2,056,102.34</u>

AUDITOR'S REPORT

I have audited the Balance Sheet of Kong Thai Sawmill (Miri) Limited as at 30th September, 1965, as set forth above. I have obtained all the information and explanations I have required, in my opinion, such Balance Sheet is properly drawn up so as to exhibit a true and correct view of the state of the Company's affairs, according to the best of my information and the explanations given me, and as shown by the books of the Company.

Dated this 25th February, 1966.

Peter G. P. Chew
 Peter G. P. Chew, P. Comm. A.,
 Authorised Auditor.

第三邦政府特准會計師
周國聘公司
 PETER G. P. CHEW & CO.,
 Incorporated Commercial Accountants,
 Authorised Auditors,
 Sarawak, North Borneo & Brunei

1318.
 Exhibits

KONG THAI SAWMILL (MTR) LIMITED
FIXED-PRODUCTION EXPENSES
FOR THE YEAR ENDED 30TH SEPTEMBER, 1965

K T S 66

Exhibits

To	Amount	By	Amount
To Staff Travelling Expenses & Transport	613,861.83	By Balance, carried forward	613,943.56
Telephone Subscription	2,308.90		
Postage & Telegrams	1,337.30		
Entertainment	9,187.21		
Medical Expenses	301.80		
Printing & Stationery	1,232.11		
General Expenses	319.80		
Bank Charges	1,999.67		
Newspapers & Advertisement	527.65		
Repairs & Renewals	1,614.45		
Outboard Motor Running Expenses	4,680.26		
Light Lighting Expenses	645.15		
Office & Home Rent	4,350.00		
High Staff Quarters Expenses	787.00		
Water, Lighting & Gas	868.06		
High Staff Quarters Expenses	2,303.83		
Staff Salaries & Allowances	47,973.30		
Food	2,157.45		
Maintenance of Manager's Car	1,223.53		
Donations	5,657.64		
Insurance: Office Building, Furniture & Store	163.75		
Sundries	47.04		
High General Expenses	3,474.23		
Interest	3,168.27		
K. V. "Sri Katherine" Running Expenses	28,498.01		
Secretarial Charges	200.00		
Audit Fee	600.00		
	<u>613,943.56</u>		<u>613,943.56</u>

KTS66
 Balance Sheet
 of Kong Thai
 Sawmill as at
 30th September
 1965
 (continued)

英屬三邦政府特准會計師
周國聘公司
 PETER G. P. CHEW & CO.,
 Incorporated Commercial Accountants,
 Authorised Auditors,
 Sarawak, North Borneo & Brunei

1319.

Exhibits

KONG THAI SAWMILL (MRL) LIMITED

WOOD CONSTRUCTION

AS AT 30TH SEPTEMBER, 1965

K T S 6

Exhibits

KTS66
 Balance Sheet
 of Kong Thai
 Sawmill as at
 30th September
 1965
 (continued)

To High Wood Construction	\$131,071.17	By Balance, carried forward	\$312,776.43
Workers Travelling Expenses	13,553.05		
High Forest Station Salaries	39,158.70		
Fuel	50,222.27		
Repairs & Maintenance of Motor Vehicles	7,097.95		
Stone Quarry Expenses	35,274.23		
Insurance: Workmen Compensation	2,350.21		
Tractors & Motor Vehicles	4,464.66		
Repairs & Maintenance of Tractors	16,951.65		
Repairs & Maintenance of Machineries & Equipment	7,612.34		
	<u>\$312,776.43</u>		<u>\$312,776.43</u>

B. V. "KONG THAI SAWMILL" ACCOUNTS A/C.

To Fuel	\$1,467.72	By Freight Received	\$ 1,414.91
Salaries & Allowances	9,905.30	Balance transferred to Pre-Production Expenses a/c	28,498.01
Insurance	2,166.75		
Repairs & Maintenance	18,402.54		
Sundry Expenses	3,990.61		
	<u>\$29,912.92</u>		<u>\$29,912.92</u>

KTS 66

KONG THAI SAWMILL (MIRI) LIMITED.

Sundry CreditorsAs At 30th September, 1965

Wong Ching Hee	\$ 695.96
Austral Limited	13,314.16
Sarawak United Sawmills Ltd.	45,926.10
Ling Beng Tuang	50,000.00
Hu Yu Chuong	50,000.00
Lau Hui Kang	10,000.00
Jardine Waugh (B) Ltd. 45/11	187,249.07
Borneo Co. Ltd., Singapore	14,794.71
Jardine Waugh (B) Ltd., Miri	1,655.70
Ling Heng Toh (1964) Construction Co.	11,800.00
Pan Sarawak Co. Ltd.	12,273.53
New Borneo Trading Co.	4,898.80
Borneo Co. Ltd., Miri	14,277.18
Jardine Waugh (B) Ltd. 50/11	57,519.76
Ling Beng Siew	99,228.36
Ling Beng Siew & Co., Miri	9,397.66
Lau Pang Kang	2,400.00
Jardine Waugh (B) Ltd. 44/11	16,132.41
"	267,221.30
"	1,242.30
Typhoon & Co.	730.00
Chans Engineering	8,003.20
Kiat Siang	10,164.75
Thye Seng	3,500.00
Shin Fung Trading Co.	10,000.00
Sibu Office	534.00
Borneo Printing Co. Ltd.	3,591.45
Chip Cheong Sawmill Co. Ltd.	2,489.50
Sarawak Government	60.00
Wong Kiat Chong	2,703.55
South East Asia Tractors Ltd.	2,094.75
Sing Biap Guan Engineering Works	
	<u>\$913,898.20</u>

Sundry DebtorsAs At 30th September, 1965

Ling Yei Sing	\$797.60
Liew Sing Sang	870.85
Tuan Ku Bujang	5,000.00
Siu Hua Kwong	50.00
Chew Sing See	400.00
Lai Chiew Siang	300.00
Tang Lung Kang	200.00
Wong Chee Lu	500.00
Chew Kwong Min	391.00
Kong Thai Provision Store	1,165.40
Yak Sing Yew	291.00
	<u>\$9,965.85</u>

K T S 6 6

KONG THAI SAWMILL (MIRI) LIMITED

KTS65
Balance Sheet
of Kong Thai
Sawmill as at
30th September
1965
(continued)

Fixed Assets

As At 30th September, 1965

Outboard Engines & Boats, \$9,319.05

1 Outboard Boat	\$ 463.30	
1 Long Boat	388.00	
1 Outboard Boat	402.50	
1 Long Boat	600.00	
1 Long Boat	318.00	
1 Long Boat	700.00	\$2,871.80
1 18 h.p. Johnson Motor	\$1,118.10	
1 18 h.p. " "	1,180.00	
1 6 h/p. " "	817.50	
1 40 h.p. " "	1,731.65	
1 40 h.p. " "	1,600.00	6,447.25
		<u>\$9,319.05</u>

Tractors & Attachment, \$1,050,068.76

4 Allis Chalmers Tractors HD11E	\$338,354.09
1 Tractor Shovel Allis Chalmers HD60	57,351.42
1 Allis Chalmers Tractor Grader	32,281.23
4 Allis Chalmers Tractors HD11E	341,752.47
1 Tractor attachment TR11 Ripper	8,400.00
2 Allis Chalmers Tractors HK16DP	271,929.55
	<u>\$1,050,068.76</u>

Motor Vehicles, \$188,127.28

1 Land Rover No. S 2504	\$ 4,130.00
1 Road Roller	6,982.58
1 Bedford Tipper Truck	16,460.00
2 " "	28,880.21
1 AEO Leyland Logging Truck	27,525.00
1 Road Roller	10,206.74
1 AEO Leyland Logging Truck	31,430.00
1 Road Roller	29,542.50
1 Leyland Logging Truck	32,970.25
	<u>\$188,127.28</u>

Machinery & Equipments, \$128,174.77

1 Stone Crusher	\$ 17,179.25
1 Ruston Generating Set	1,953.00
2 Petter 5 h.p. Engine	2,550.00
1 Atlas Copco Air Compressor	10,460.00
1 "Parker" Rocksizer Crusher	28,067.73
1 Pye Radio Telephone	4,279.73
1 Leyland Mobile Crane	36,456.15
2 Petter 10 h.p. Engine	3,830.60
1 Stone Conveyer	5,433.65
1 Pye Radion Telephone	2,462.24
1 Battery Charger	186.94
1 Water Pump	305.00
1 Meopta Surveyor Level	650.00
1 Battery	234.00
1 Chain Block	150.00
1 Water Tank	170.00

Exhibits

KTS 66

Exhibits

KTS65
 Balance Sheet
 of Kong Thai
 Sawmill as at
 30th September
 1965
 (continued)

2 Office chairs	440.00	
1 Folding Table	38.00	
1 Steel Cabinet	220.00	
2 Tables	84.00	
4 Plywood chairs	56.00	
1 Office desk	85.00	
6 chairs	60.00	
1 Bedstead	50.00	
1 Steel Cabinet	214.10	
2 Samco safe	1,265.10	
1 Steel Cabinet	195.00	
1 Writing desk	<u>170.00</u>	6,606.65
1 Gas heater	372.40	
1 Hoover Cleaner	112.50	
1 Iron collapsible door	<u>308.00</u>	792.90
1 Table Fan	990.00	
1 " " 10"	64.00	
1 " " 12"	75.00	
1 " " "	<u>98.55</u>	327.55
2 Facit Calculators	1,250.00	
1 Commodore Dycopy Machine	749.15	
1 Underwood typewriter	571.00	
1 Addio Adding Machine	426.75	
1 Facit Calculator	625.00	
1 " " "	634.30	
1 Underwood adding machine	<u>355.75</u>	4,611.95
1 Philco Air Conditioner	885.00	
1 G.E. Air Conditioner	1,096.90	
1 Electrolux Refrigerator	800.00	
1 G.E. Refrigerator	<u>787.50</u>	3,569.40
		<u>16,108.45</u>

Exhibits

K T S 6 6

- 2 -

4 Chainsaws	\$2,270.04
3 Chainsaw Cutters	121.50
Tools - screw drivers, changkols, Handsaw & axes etc.	427.32
1 Battery charger	50.44
1 Air Compressor	476.00
1 Bicycle	155.00
2 Water Tanks	400.00
1 Wire Rope Cutter	318.00
1 Chain Block	99.00
1 Water Pump 1 1/2"	315.00
1 Wiley Crane	1,218.00
1 Bicycle	124.00
1 set Loading Tongs	751.98
1 Water Pump 1 1/2"	341.40
1 Electric Drill	256.20
7 Fire Extinguishers	319.20
7 Pioneer Chainsaw	5,040.00
1 set service Tools	1,143.40
	<u>\$128,174.77</u>

Furnitures & Fittings, \$16,108.45

1 Dinner Set (1 table & chairs)	\$130.00
2 Dunlop Mattress	160.00
1 Vono Spring Mattress	165.00
1 Teakwood Bedstead	125.00
1 Iron Lazy Chair	14.00
2 Cotton chairs	34.00
2 Bedsteads	100.00
1 Table with P top	20.00
2 Wooden beds	85.00
4 Canvas beds	68.00
1 Clock	45.00
2 Dunlop Mattress	160.00
1 Dining Table	140.00
2 Plywood chairs	20.00
1 Clock	36.00
1 Dunlop Mattresses	80.00
1 Venetian Blind	87.95
1 Clock	38.00
3 Cupboards	305.00
1 Vono Mattress	105.00
1 Dressing Wardrobe	180.00
1 Cupboard	130.00
1 Wooden Bed	90.00
1 Rubber Mattress	120.00
1 Wooden Wardrobe	270.00
1 Folding Table	38.00
1 Plywood chair	9.00
2 Wooden Beds	180.00
2 Inner Spring Mattresses	320.00
1 Wooden Dressing Wardrobe	175.00
1 " writing table	90.00
1 " Showcase	75.00
12 Plywood chairs	108.00
1 Office desk	70.00
1 Kitchen cupboard	55.00
4 Chairs	52.00
1 Clock	49.50
1 Office desk	120.00
2 Arm chairs	28.00
1 Writing desk 3' x 5'	135.00
1 " " 2 1/2' x 4 1/2'	115.00

.....3/

Exhibits

KTS65

Balance Sheet
of Kong Thai
Sawmill as at
30th September
1965
(continued)

Cutting from See Hua Daily News and English Translation
5th January 1960

KTS71
Cutting from See
Hua Daily News
and English
Translation

5th January 1960

TRANSLATION KTS 71

... my brother have up to his studies and stays
back at home on account of the necessity in managing our family
affairs and some business for the benefit of all brothers con-
cerned. This is to clarify my un- and misunderstanding, because
outsiders may misunderstand that he is fighting for power and
personal gain, which is entirely contrary to fact.

... 5th day of January, 1960

(Published on 5th January 1960 in See Hua Daily News)

Signed by:

- Ling Beng Siew,
- Ling Beng Thuan,
- Ling Beng Strong,
- Ling Beng Hut, &
- Ling Beng King.

詩華日報

SEE HUA DAILY NEWS

NO. 11 ISLAND ROAD, SIBU. 詩巫愛運街十一號

一九六零年一月七日星期四

第二四九九號 電話四一五七

純酒 活力長生

古 公司公務

世界最貴之酒
此酒之功效
能使人精神
百倍一試便
知其妙處

聲明啓事

林國榮之妻李在案管理業
務全為林兄弟之利益及服務之
利，外人不知誤以其為李之
利，實與事實不符特此聲明

林國榮 林國祥 林國輝 林國欽

一九六零年一月五日

以色列設法防止 反獨運動之復活

以色列政府已採取一切
措施，以阻止反獨運動之
復活。此舉引起國際社會
之廣泛關注。

請吸烟味

品質

款式新

一向為名

搭

萬注意 屬巫銷運輪首

全鹿丸 腰痛片

Senior correspondent Michael Fathers reported

SNAP Denies Receiving Donation From Kong Thai

KUCHING, Saturday — The Chairman of the Sarawak National Party, Dato Stephen Kalong Ningkan categorically denied his party or he personally had received any donations from Kong Thai Sawmill via Dato Ling Beng Siew sometime in April and May 1969.

In a statement to the press today, Dato Ningkan said "As the chairman of the Sarawak National Party, I am totally taken aback and very surprised to hear that the total sum of \$145,000 as reported in the press on April 13, 1972 were donated by Kong Thai Sawmill via Dato Ling Beng Siew, sometime in April and May, 1969, to the Sarawak National Party in four separate donations, as mentioned.

"I feel that it is my duty, in the interest of the Party, to inform the public that SNAP, as a political body, had never received the money as alleged. In fact, it is the first time I heard about the donation I therefore felt very shocked to learn of this matter.

"I must reiterate on behalf of the Sarawak National Party, as its chairman, that SNAP, as a political organisation, had never received, at any time as stated, such money from Kong Thai Sawmill or from Dato Ling Beng Siew. Personally, I never received a single cent from any one of them." Dato Ningkan said.

Early today two battalions of paratroopers were airlifted to a point south of the town from a relief column stalled south of An Loc by a carefully planned roadblock on Highway 13.

The paratroopers were fighting their way into the town.

Helicopters this morning dropped medical supplies and ammunition into An Loc, pilots reported.

Investigation

Kuala Lumpur, Sat. Bernama: — The election commission will be asked to carry out a full investigation on the poor turnout for the Lipis by-election last week, Tan Razak said today.

He said that the turn-out of 61 per cent was low and had never happened before.

"It is very seldom that we have less than 70 per cent turn-out, especially in a by-election", he told reporters after presiding over the UMNO supreme council meeting which lasted for three and a half hours at UMNO headquarters here.

The Prime Minister said that he was happy with the result but not with the turn-out.

"A lot of people turned up but many did not find their names on the electoral rolls.

"Something must have gone wrong and I have asked for a full investigation into the matter and will take it up with the Election Commission," he said.

The meeting discussed the UMNO general assembly to be held here from June 23 and decided that paid officials of the party including the secretary general cannot stand for election at the assembly.



Kuching, Sat. — The First Inter-District Primary Schools Table Tennis competition opened this morning at the premises of the Sarawak Government Asian Officers' Union at Batu Lintang Road.

Sponsored by the First Division Primary Schools Sports Council, the competition will last two days. It is participated by schools from five districts — Kuching, Bau, Lundu, Upper Sadong and Lower Sadong.

All districts with the exception of Lower Sadong District (which sent only the Boys' section) sent teams for the Boys and Girls Sections.

Another 29 Students Released

Kuching, Sat. — Twenty-nine students who were arrested last month during Operation Petek were released from the Centre of Protective Custody this morning.

This was the second batch of students to have been released. The first batch of fifteen was released on March 30.


At a simple ceremony held to mark their release, all the students admitted they had been lured by the communists into joining the free tuition classes where they were indoctrinated with communist ideology and heard anti-Government propaganda.

They revealed that they had given monthly subscription of \$12 to \$40 to the underground organisation to support the so-called armed struggle.

Combined Service

A COMBINED SERVICE WILL BE HELD THIS EVENING 7:00 P.M. AT ST. THOMAS'S CATHEDRAL. THE SERVICE IS ECUMENICAL IN NATURE AND WILL BE CONDUCTED IN THE HEBREW LANGUAGE.

ExhibitsPress Statement by Dato NingkanExhibitsR2Press Statement
by Dato Ningkan**Ex. R2**PRESS STATEMENT.DATO NINGKAN SURPRISED.

R 2
 04/11/72
 PWS
 10.4.72


As the Chairman of the Sarawak National Party, I am totally taken aback and very surprised to hear that the total sum of \$145,000 as reported in the press on April 13th, 1972 were donated by Kong Thai Sawmill via Dato Ling Bong Siow, sometimes in April and May, 1969, to the Sarawak National Party, in four separate donations, as mentioned.

I feel that it is my duty, in the interest of the Party, to inform the public that SNAP, as a political body, had never received the money as alleged. In fact, it is the first time I heard about the donation. I therefore felt very shocked to learn of this matter.

I must reiterate on behalf of the Sarawak National Party, as its Chairman, that SNAP, as a political organisation, had never received, at any time as stated, such money from Kong Thai Sawmill or from Dato Ling Bong Siow. Personally, I never received a single cent from any one of them.

Dato Stephen Kalong Ningkan,
 Chairman,
 SARAWAK NATIONAL PARTY.

115, Green Road,
 Kuching.

15th April, 1972.

Exhibits

Authority to Sarawak National Party to Fund Raising
5th March 1969

Exhibits

R3
Authority to
Sarawak National
Party to Fund
Raising

5th March 1969



Ex. R 3

SARAWAK NATIONAL PARTY

HEADQUARTERS SECRETARIAT

File No. 4646

Reference No.

Reference No.

No. 289, Jalan Dato Wee Kheng G.
off Padungan Road, First Floor
Kuching, SARAWAK,
Malaysia.

5th March,

1969

TO WHOM IT MAY CONCERN

At the Sarawak National Party Fund Raising Committee Meeting held at Sibuan on 1st. November, 1968, it was unanimously agreed that the following Sarawak National Party members were elected to represent the Fund Raising Committee, Third Division, Sarawak.

- Mr. Roland Yao Fing Ling (Chairman)
- Mr. Charlie Yeo (Secretary)
- Mr. Tong Tung Hain (Treasurer)
- Mr. Ngo King Hwong
- Enche Abang Haji Abdul Razak
- Mr. Loalie Ajan
- Enche Amie bin Dedy.

The above named members are authorized to raise funds for Party purposes. Official receipts will be issued to support all donations.

(Secretary)

Fund Raising Committee

(Chairman)

Fund Raising Committee

Dated 5th March, 1969.

*This is the Exhibit marked "NPLA" referred to in the Affidavit of Mr. Pong...
17th...*

Exhibits

Sarawak National Party Receipt No. 01056
26th March 1969

Exhibits

R4
Sarawak National
Party Receipt
No. 01056
26th March 1969

EX. R 4

SARAWAK NATIONAL PARTY
RECEIPT

NO. 01056

26 March 1969

Recd. from *Lim Guan Seng* 1969

Received from *Lim Guan Seng*

the sum of Dollars *Two hundred and* and cents *—*

being payment of *the share fund*

H.Q./Branch

200/—

for payment

total 753006

This is the Exhibit marked Y/123 in file in the Affidavit of Yoo Ping King sworn on 17th APRIL 1972

for *Lim Guan Seng*
Treasurer, Collector

Exhibits

Sarawak National Party Receipt No. 01051
9th April 1969

Exhibits

R5
Sarawak National
Party Receipt
No. 01051
9th April 1969

Ex. R5

SARAWAK NATIONAL PARTY
RECEIPT

No. 01051

Date 9-4-1969

Received from Dato Ling Bang Siew
the sum of Dollars Fifty thousand only and cents —

in payment of Contribution towards Election Fund

HQ Branch Sibu

\$50,000/-

[Signature]
Treasurer/Collector

This is the Exhibit marked for "YPL 3" referred to in the Affidavit of Ling Bang Siew before me this 17th APRIL 1972.

Exhibits

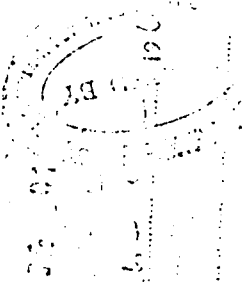
Sarawak National Party Receipt No. 01054
26th April 1969

Exhibits

R6
Sarawak National
Party Receipt
No. 01054
26th April 1969

Ex. R 6

SARAWAK NATIONAL PARTY
RECEIPT



Received from *Pa's Lim Boon Seng*

the sum of Dollars *Five thousand only*

being payment of *Subsidy Fund*

H.Q. Branch

5,000/-

This is for EX-1000 marked by [Signature]
VP 13 - A [Signature] in the [Signature]
Yeo Peng [Signature] [Signature] 17/4/69

Sarawak National Party Receipt No. 01055
9th May 1969

R7
Sarawak National
Party Receipt
No. 01055
9th May 1969

Ex. R 7

SARAWAK NATIONAL PARTY
RECEIPT

No. 01055

Date



Received from *Don Long & Sons of Long*
the sum of Dollars *Two thousand one hundred and cents*
being payment of *collection fund*

H.Q Branch

Signature

This is the Exhibit marked 'Treasurer Collector' 'YPL 3' referred to in the Affidavit of Don Long & Sons before me this 17th May 1972.

Exhibits

Letter, Registrar of Societies to Clarence Tan Sek
6th January 1972

Exhibits

R8
 Letter,
 Registrar of
 Societies to
 Clarence Tan Sek
 6th January 1972

Ex. R8

Ex. R8

14.11.72

92

6th January, 72.

92/RS/1820.

Mr. Clarence Tan Sek Boon,
 State Youth Chairman,
 Sarawak Chinese Association,
 P.O. Box 1686,
 Kuching.

Sir,

Sarawak Chinese Association

I am to refer to your letter dated 5th January, 1972 and to inform you that I had received, other than those statements of accounts furnished to you on 29th June, 1971, statements of accounts for 1969 and 1970 of of the Sarikei Branch of the abovenamed party on 24th November, 1971.

I am, Sir,
 Your obedient servant,

(Signature)
 (Ying Ten Ping)

f. Asst. Registrar of Societies,
 Sarawak.

YTP/RL.

Exhibits

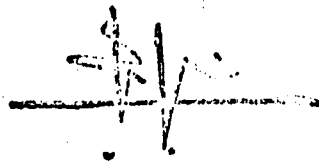
Specimen Signatures of Datuk Harun Ariffin


Exhibits

R9
Specimen
Signatures of
Datuk Harun
Ariffin

Ex. R 9

Ex. R 9
R9
20.11.74.

A handwritten signature specimen consisting of a stylized, cursive script above a horizontal line.A second handwritten signature specimen, similar in style to the first, positioned above a horizontal line.A third handwritten signature specimen, consistent with the previous ones, placed above a horizontal line.


R9/MSB

Exhibits

Hock Hua Bank cheque no. KT000353 for \$10,000 in favour of Datuk Harun Ariffin
3rd March 1969

Ex. R 10

Exhibits

R10
Hock Hua Bank
cheque no.
KT000353 for
\$10,000 in
favour of Datuk
Harun Ariffin
3rd March 1969

Ex. R 10 16-20-01

STAMP
DUPLICATE PAID

KONG THAI SAWMILL (MIRI) SDN. BHD.

HOCK HUA BANK BERHAD.
(INCORPORATED IN SARAWAK)
SIBU, SARAWAK.

KT 000353

3rd March 1969

此票在詩巫支取

For Kong Thai Sawmill (Miri) Sdn. Bhd.

A/C No. 1658

\$10,000/-

Handwritten: *Datuk Harun Ariffin*
Tan Ahn Keng

Handwritten: *22/*

Handwritten: *A/C Paid*

Exhibits

Affidavit of Dato Ling Beng Siew in Civil Case No. 200 of 1962
18th January 1963

Exhibits

R12
 Affidavit of Dato
 Ling Beng Siew
 in Civil Case
 No. 200 of 1962
 18th January 1963

Ex. R 12

R12

[Handwritten signature]

IN THE HIGH COURT OF SARAWAK, NORTH BORNEO AND BRUNEI

HOLDEN AT SIBU

Civil Case No. 200 of 1962

Between: Ling Beng Sung }
 Ling Beng Hui } ... Applicants
 Ling Beng King }
 And: Ling Beng Siew }
 Ling Beng Siong } ... Respondents

AFFIDAVIT IN REPLY

I, Ling Beng Siew of No.13, Island Road, Sibu
 affirm and say as follows:-

1. I am one of the respondents in Civil Case No. 200 of 1962 and the other respondent is my brother Ling Beng Siong.
2. I and Ling Beng Siong and Ling Beng Tuang and the three applicants Ling Beng Sung, Ling Beng Hui and Ling Beng King, are brothers and partners in the Kong Thai (M.K.) Sawmill of Sibu the business address of which is No. 13, Island Road, Sibu (hereinafter referred to as "the said Sawmill").
3. The partnership is not registered but each of the partners holds a one-sixth equal undivided share in the said Sawmill and each of the partners has received his share of the profits up to and including 31st December, 1961. The profits for the year ending 31st December 1962 have not yet been declared.
4. Ling Beng Sung returned from Australia some time in the latter half of 1958 and at a meeting held at the Kong Thai residency on 27th January 1959 was appointed Managing

Exhibits**Ex. R 12**

- 2 -

Exhibits

R12

Affidavit of Dato
Ling Beng Siew
in Civil Case
No. 200 of 1962

18th January 1963
(continued)

4. Partner of the said Sawmill which position he still holds.
5. At the time that Ling Beng Sung was appointed Managing Partner of the said Sawmill the books of account for the years 1956, 1957 and 1958 were handed over to him by Ling Beng Siong at the office of the said Sawmill. These books were subsequently taken by Ling Beng Sung and kept by him in the Kong Thai residency, and so far as I am aware they are still in his custody.
6. My late father Ling Chu Ming was the sole proprietor and had absolute control of the handling of all the cash of the said Sawmill up to the time of his death on 16th November 1955. He kept his own accounts and it was his practice to destroy all past books of account except those preceding the current books of account by two years.
7. This practice of my late father of destroying past account books was explained to Ling Beng Sung and at the time the account books for the years 1956, 1957 and 1958 were handed over to him, he was informed that the account book for the year 1955 had been destroyed sometime in 1958 but that the statement of accounts for that year had been prepared and he was furnished with a copy of the statement of accounts not only for the year 1955 but also for the years 1956, 1957 and 1958.
8. Never at any time, either orally or in writing, was any request made of me to produce the account books for the year 1955 until I received the

Exhibits**Ex. R 12**

- 3 -

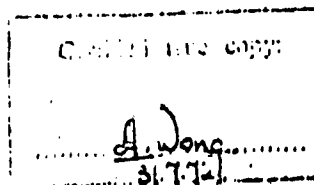
8. annexed copy of a letter dated the 18th December 1962 from Messrs. Seah & Co., advocates for the applicants addressed to my advocates Messrs. Reddi & Co. nor was any query raised from any source as to the veracity of the statement of accounts for the year 1955.

Affirmed by the said Ling Beng Siew at Sibn this 18th day of January, 1963, before me, a Magistrate of the 1st Class.

Sgd: (Ling Beng Siew)

Before me,

Sgd: (Lo Yik Fong)
Magistrate of 1st Class.

Exhibits

R12

Affidavit of Dato
Ling Beng Siew
in Civil Case
No. 200 of 1962

18th January 1963
(continued)

Exhibits

Application by Dato Ling Beng Sung and others in Civil Case No. 17 of 1963
16th February 1963

Ex. R 13

~~IN THE HIGH COURT OF SARAWAK, NORTH BORNEO AND BRUNAI~~

~~SIBU~~

Civil Case No. 17/63

Between: 1. Ling Beng Sung
 2. Ling Beng Hui
 3. Ling Beng Heng
 all of Sibü, Sarawak } - Applicants

And: 1. Ling Beng Siew
 2. Ling Beng Siong
 as administrators of
 the estate of Ling
 Chu Ming, deceased,
 all of Sibü. } - Respondents

In the matter of the estate of Ling Chu Ming, deceased
 and

In the matter of section 25 of the Administration of
 Estates Ordinance

APPLICATION

Let all parties concerned attend the Judge in
 Chambers in the High Court holden at Sibü on the 2nd
 day of March, 1963 at 10.00 a.m. on the hearing of an
 application on the part of the applicants for an Order
 that the respondents, Ling Beng Siew and Ling Beng
 Siong, as administrators of the estate of Ling Chu
 Ming, deceased do produce to the applicants true and
 complete account books of Lee Sang Tai Company, Sibü
 from 1955 to 1958, inclusive.

Dated the 16th day of February, 1963.

Sgd: Seah & Co.
 Advocates for the Applicants.

This originating summons is taken out by the applicants
 as beneficiaries of the estate of Ling Chu Ming,
 deceased and an Affidavit in support of the application
 is annexed.

Certified true copy:

.....
 A. Wong
 31.1.63

Exhibits

R13

Application by
 Dato Ling Beng
 Sung and others
 in Civil Case
 No. 17 of 1963

16th February
 1963

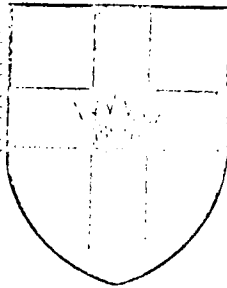
R13

Sarawak Hydrological Year Book for the Water Year 1962

R14
Sarawak Hydro-
logical Year
Book for the
Water Year 1962

Ex. R 14

R-14



Sarawak
HYDROLOGICAL

YEAR BOOK FOR THE WATER YEAR 1962-3

UNIVERSITY OF MALAYA

Ex. R 14**PHYSICAL ASPECTS****of the January — February, 1963 Floods in Sarawak**

by

M. D. Jeeps and R. I. Gates

Introduction

1.1 Many parts of Sarawak experienced the most disastrous floods in recorded history during January and February of 1963. This report has been prepared in an attempt to place on record physical data relating to these floods, although the interested reader will realize that there are many gaps. It is perhaps not surprising that in a country, where for various reasons, floods are accepted as a part of normal life and where, as yet, no country-wide organisation charged specifically with river control has been established few precise measurements are made.

1.2 This report records information relating to areas affected, time factors, rainfall, flood levels, run-offs, velocities, and tidal effects. A brief section on the social effects is also included.

Areas Affected and Flood Duration

2.1 The areas of the country affected by flooding during the period under review are shown in Fig. 1. The floods did not occur simultaneously throughout the country, and Fig. 2 is a graphical representation of flood dates and durations for selected places. It will be seen that the Fourth Division was unique in that in a large number of areas surface flooding persisted for four weeks or more. After eight continuous rainfall days flooding began in the Sibu area on January 4th and reached its peak there on the 12th. Meanwhile, flooding began in the Balingian, Tatau, Kemena, Suai, Niah, and Sibuti river systems on January 8th. Flooding in Bekenu, on the Sibuti River, began on January 9th, and in Marudi, on the Baram, on the 13th. Fig. 3 shows the extent of flooding in the Fourth Division, whilst the photographs of Figs. 4 to 14 show flooding at points on the Baram River System, illustrating particularly the extent and disruptive effect of such flooding in a country of riverine settlements.

2.2 By January 15th Ukong on the Limbang River was flooded, and the areas of the Fifth Division shown in Fig. 15 were under water. Fig. 16 is an aerial view of an unidentified long-house on the middle reaches of the Limbang River. Water began receding in the Niah, Sibuti, Limbang, and Lawas river systems between January 20th and the 25th. Flooding began on the Mukah and Oya Rivers, and at Third Division coastal points on January 22nd; and the areas affected are outlined on Fig. 17. Figures 18 to 21 show aerial views of various points within these flooded areas. Marudi experienced its highest floods on January 23rd, and by the 26th flood waters began to recede slowly in the whole Baram River system. By this time flooding had begun in the Kuching and Bau Districts, and on January 28th and 29th large areas, as shown in Fig. 22, were affected. Details of areas within the Kuching Municipality affected are shown on Figure 23. Figs. 24 to 27 show views of the flooding at various points in the First Division. By February 2nd flood waters in most areas had receded. However, on February 25th parts of Sibu again flooded, and on the 26th Simanggang bazaar reported the highest flood level in its history. After March 1st there was minor flooding in some areas, but the worst was over.

(continued on Page 61)

Receipts of Kong Thai Sawmill issued to Dato Harun Ariffin

R16
Receipts of Kong
Thai Sawmill
issued to Dato
Harun Ariffin

Ex. R 16

R.16 A

RECEIPT

Kong Thai Sawmill (Miri) Limited

SIBU

Sibu

No. 0856

Received from

the sum of Dollars

in payment of

\$

Cash / Cheque

Manager

10 344

Ex. R 16

R16
Receipts of Kong
Thai Sawmill
issued to Dato
Harun Ariffin
(continued)

R.16 B

RECEIPT

Kong Thai Sawmill (Miri) Limited

SIBU

Sibu, 27th August, 1977

0874

Received from Mr. Harun Bin Ariffin

the sum of Dollars Five hundred only

in payment of 1/2 C

\$ 500/00

Cash / Cheque

1977

[Signature]
Manager

Manager

RECEIVED

[Faint handwritten notes and stamps]

Ex. R 16

R16 C

RECEIPT

Kong Thai Sawmill (Miri) Limited

S180

Sdn Bhd S. 171

No. 0901

Received from Mr. Hassan bin Yusoff

the sum of Dollars 500.00

in payment of 10303

500.00
Cash / Cheque

[Signature]
Manager.

Ex. R 16

R16
Receipts of Kong
Thai Sawmill
issued to Dato
Harun Ariffin
(continued)

R 16 D

RECEIPT

Kong Thai Sawmill (Miri) Limited

SIBU Sibu, 27/9/1952

No. 0923

Received from Mr. Harun Ariffin, Director of the
 the sum of Dollars Five hundred only 0/10

in payment of 1/45 24/1/52

\$ 500/- Manager
 Cash / Cheque

(100) HARUN ARIFIN 2003

Ex. R 16

R 16 E

RECEIPT Kong Thai Sawmill (Miri) Limited

SIBC No. 2512 N.S. 1111

No. 0942

Received from Mr. Harun Ariffin

the sum of Dollars Five hundred and

in payment of HK 1200

\$ 500.00
Cash / Cheque

[Signature]
Manager.

limited

R16
Receipts of Kong
Thai Sawmill
issued to Dato
Harun Ariffin
(continued)

Ex. R 16

R.16F

RECEIPT

Kong Thai Sawmill (Miri) Limited

SIBU

Sibu, 29th Dec, 1974

No. 0958

Received from *Harun Ariffin*

the sum of Dollars *Five hundred only*

in payment of *1/4 C*

\$ *500/-*
Cash / Cheque

[Signature]
Manager

[Faint handwritten notes and signatures in the bottom section of the receipt]

Ex. R 16

R16
Receipts of Kong
Thai Sawmill
issued to Dato
Harun Ariffin
(continued)

R/16G

RECEIPT

Kong Thai Sawmill (Miri) Limited

S18C

Sibu, 21-1-1972

No. 0970

Received from Mr. Harun Ariffin
the sum of Five hundred only

in payment of MYK
500/-
Cash/ Cheque

[Signature]
Manager

Exhibits

Production Figures for the past 12 months in Kong Thai (Miri) Sawmill Sdn. Bhd's
concession

EX. R 17Exhibits

R17
Production
Figures for the
past 12 months
in Kong Thai
(Miri) Sawmill
Sdn. Bhd's
concession

KONG THAI SAWMILL (MIRI) SDN. BHD.PRODUCTION OF LOGS RECORD

Jan., 71	-	2,618.506
Feb. 71	-	1,651.396
March, 71	-	10,390.644
April, 71	-	7,881.258
May, 71	-	7,036.700
June, 71	-	6,586.750
July, 71	-	6,675.880
Aug., 71	-	2,063.918
Sept., 71	-	5,265.268
Oct., 71	-	4,858.004
Nov., 71	-	3,750.062
Dec., 71	-	2,347.598
Jan., 72	-	3,041.025
Feb., 72	-	1,319.426
Mar., 72	-	5,888.656
April, 72	-	6,795.370
May, 72	-	4,126.470
June, 72	-	4,045.370
July, 72	-	7,908.592
August 72	-	5,936.576
Sept., 72	-	5,062.672

ExhibitsTranslation of Dato Ling Beng Siew's written answer under re-examination**Ex. R 18**Exhibits

R18

Translation of
Dato Ling Beng
Siew's written
answer under
re-examination

Prior to the Second World War, my father due to the failure in his business, owed a great deal of debts. He could not repay the said debts; so he was even sued in the Courts of Law. His pockets had always kept the Writs of Summons. Everyday he used to beg the Creditors to allow him time to make the repayment.

He was even forced by one Creditor to let him to take away the only big 'Safe' left to settle the debt. The 'price' of the said 'Safe' was fixed at a discount in that instance.

During the Second World War, all the Creditors stopped pressing my father for the repayment of the debts because they knew of the conditions existing at that time. Not until after the second world war, when my business in the sawmill made profits I began to make gradual repayment for and on behalf of my father's debts due to others prior to the Second world war.

As far as I can remember on the last occasion when all the debts being cleared and repaid, he was extremely happy and he changed a new set of the Account-Books.

He himself transferred all the necessary accounts into the new Account Books. As regards the debts due to him by other people, those of which he felt were over due for a long time or those debtors whom he felt were unable to repay, he did not write or copy or transfer the same into the new Account Books. In other words, he cancelled all the debts that being overdue to him, the debts of debtors who were unable to repay.

After that being done he put the old account books underneath a big tree in front of the House and burnt them. At the same time, he felt very happy and said to the members of our family. "When I owed other people monies, I had been forced until I had no way out I had already tasted that bitterness which was beyond description. Today I have owed no other debts I feel the whole of my body very light." At the same time, he told me that I must not press the poor debtors for the repayment. For those debts owing over the

E v R 18

R18
Translation of
Dato Ling Beng
Siew's written
answer under
re-examination
(continued)

- 2 -

period of two years after careful investigation if I found that the debtors were really not in the position to make any repayment I must not press for the same and not need to transfer same into the new Account Books. All the old Account Books could be put together and burnt them".

This is my beloved father's instruction.

He said, "Because at that time one Mr. Hie Kui who bought over other people's Account Books during an Auction. In those Account Books my father was shown as one of Debtors. Mr. Hie Kui pressed my father for the repayment and took away one big 'safe' in the family.

My father said, "That old Account Books had done serious harm to me".

Certified true translation from
document marked 'A'

Sgd:

Mr. Interpreter/Translator,
High Court, Sibu.

23rd November, 1972.

Exhibits

To Supplementary Affidavit of Dato Ling Beng Sung filed 14th February 1975

Cutting from Sarawak Tribune newspaper
5th March 1968

Exhibits

LB1 ✓

to Supplementary Affidavit of Dato Ling Beng Sung filed 14th February 1975

Cutting from Sarawak Tribune newspaper

5th March 1968

J T 1

PAGE 8

5/3/68

Hovercraft Ordered For
Regular Use In Sarawak



HOVERCRAFT PROGRAM
(SARAWAK TOUR CLUB)

Hovercraft
last
two
months

6/5
Paul Kheo
Kuching, Mon.— A 19,000 Hovercraft (picture of a model is seen here) has been ordered by Dato Ling Beng Siew, a Sarawak Member of Parliament and well-known timber merchant and banker.
The Hovercraft which is manufactured by Hovercraft Limited, is expected to arrive in Kuching some-

PHILTOP ROOM

(SARAWAK TURF CLUB)

Floor Show

Band

Quiz

Marches

From Walter Hill,

the Sensational

Queen of Dances.....

MISS JULIE TAN MISS ASIA YUM

MISS JULIE TAN

MISS ASIA YUM

MISS BENNY LOO

MISS ANN LOH

Floor Show
Cover Charge:

50 per person

Music By Philtop Quintet

Telephone 2215

Lon. Backtime.

SARAWAK TURF CLUB

THE BERLAYA MEETING,

1968

(In Aid of the State Civil

Disaster Fund)

Saturday, 9th March, 1968

Cost Sweep Tickets are now available at the Club's Town Office.

The Special Cash Sweep Tickets which are now on sale will be drawn on 9th March, 1968.

Hovercat (Picture)

Logging. Now - A Hovercat (picture of a model is seen here) has been ordered by Dato Ling Beng Siew, a Sarawak Member of Parliament and well-known timber merchant and banker.

The Hovercat which is manufactured by Hovermarine Limited, is expected to arrive in Kuching sometime in June or July. It was scheduled to have arrived earlier but the manufacturers had to put in a number of extras as instructed by Dato Ling.

The Hovercat, which weighs two and a half tons with a full load, is equipped with 90 horse-power petrol driven engine and has a maximum speed of thirty knots. Fibre glass is extensively used in its construction.

With a length of twenty-eight feet and twelve feet in width, the Hovercat can carry five persons or 680lb of cargo and a driver.

This Hovercat is streamlined for harbour and logging use. In Borneo where travelling around the interior depends to a great extent on waterways, the Hovercat is extremely useful and convenient for visits to logging camps and especially for travels in log-straw rivers which are usually a hazard to ordinary river craft.

Dato Ling told the Tribune today that this was a craft very suitable for rivers in Sarawak. He cited the Rejang River as an example.

He added that such a craft would mean easier and better service for himself and his staff when they have to visit logging camps.

New Yacht

Dato Ling has also disclosed that an order has been placed with firm in Singapore for the purchase of a luxurious yacht, the construction of which has already commenced.

The yacht will be ready by June or July and will have seven air-conditioned cabins, long baths, a bar and a dining room with a long table to sit eighteen. The room can also be used as a conference room.

The yacht is 120 feet long and is equipped with a 1000 horse-power engine.

Costing over half a million dollars, the yacht can travel between Kuching and Singapore in less than twenty four hours.

certains of the minimum nine votes needed for approval when the Council met this morning. The Council's two communist members, Soviet Union and Hungary, were expected to give the two vital supporting votes.

The resolution holds out the threat of further "effective measures" against South Africa if the Pretoria Government fails to free the Southwest Africans, convicted under the Terrorism Act, within the next

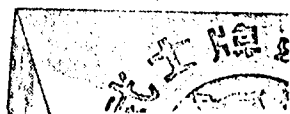
SNAP STAI

KUCHING, Mon.- The following statement has been released by the Headquarters Secretariat of the Sarawak National Party (SNAP) today:-

"In view of the remarks made in Parliament on the subject of Sarawak Elections, regarding what appears to be deliberate delaying tactics on the part of the Alliance Government, SNAP would like to make it quite clear that we realise no blame can be attached to those Civil Servants who serve on the Elections Commission and who because of their position and Government Regulations are unable to defend themselves in public. We are equally certain that, given the necessary instructions and honest co-operation by the Alliance leaders they could carry out their duties well and efficiently. These remarks equally apply to many of our hard working and conscientious Civil Servants who are continually frustrated in their efforts to do a good job, but who unfortunately as a result, come in for a lot of undeserved criticism.

"We do however criticise the Alliance Party Ministers, who we feel are entirely to blame for the calculated delay in this matter and also their failure to expedite the issue of new Identity Cards. These officials are in a much more favourable position than their unfortunate subordinates in that they can if they wish (and if it is possible) explain to the public the reasons for their procrastination.

MOSELY



to Supplementary Affidavit of Dato Ling Beng Sung filed 14th February 1975

Cutting from Sarawak Tribune newspaper

5th March 1968 (continued)

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Exhibits

To Supplementary Affidavit of Dato Ling Beng Sung filed 14th February 1975

Cutting from See Hua Daily News and translation

4th September 1968

Exhibits

LSB 3 & 4

to Supplementary Affidavit of Dato Ling Beng Sung filed 14th February 1975

Cutting from See Hua Daily News and translation

4th September 1968

JT 1

一九六八年九月四日

（此處為新聞剪報內容，文字極小且模糊，難以逐字辨識。可見大段中文新聞內容。）

Exhibits

Exhibits

JTA

LSB3 & 4
to Supplementary
Affidavit of Dato
Ling Beng Sung
filed 14th
February 1975
Cutting from See
Hua Daily News
and translation
4th September
1968
(continued)

4th September, 1968.

Government taken action to repair main trunk road in Teku, SibU. Dato Ling Beng Siew donated \$5,000/-.

Sibu News: Teku, a village near SibU Airport has a population including the Chinese farmers and the Ibans of roughly three thousand people. The main trunk road of this area which was constructed by the Government sometime over ten years ago, is in a very bad condition because of lack of maintenance during the past years. This is especially so during the flooding and the raining season. As a result of the state of the road it causes great inconvenience to the students and the farmers who use it in that area.

Because of such the people of this village appointed a representative to see Dato Ling Beng Siew, a member of Parliament for assistance to repair the road by informing the authority concerned for allocation of fund.

Because of the interests Dato Ling Beng Siew has for the people Dato Ling personally visited the area. He also conveyed the requests of the people to the Minister for communication and works Dato Teo Kai Seng who then inspected the area when he was visiting SibU.

The Authorities concerned now realise the position and feel the necessity of repairing the road have allocated a sum of \$20,000/- for the road repairing expenses under the minor rural development plan. Dato Ling feels that a sum of \$20,000/- is insufficient for the extensive repairs of the road he not only taken the interest of the welfare of the people at heart but generously donated \$5,000/- so as to enable the speedy completion of the road. The people in Teku are very grateful for the kind and generous deed of Dato Ling.

The Public Works Department has commenced their works. Soon, the narrow, muddy road will be replaced by a good standard one which will benefit all people.

[Handwritten signature and notes]

This is the Exhibit marked *LSB4* referred to in the Affidavit of Dato Ling Beng Sung filed in the Court of Sessions at Kuching on the 14th day of February 1975. I have examined the same and confirmed before me that it is a true and correct copy of the original. Witness my hand and seal this 19th day of September 1968.
Commissioner for Oaths

Exhibits

Exhibits

LSB 5A ✓

To Supplementary Affidavit of Dato Ling Beng Sung filed 14th February 1975
Statement of Receipts and payments of Sarawak Chinese Association from 1st
January 1968 to 31st December 1968

to Supplementary Affidavit of Dato Ling Beng Sung filed 14th February 1975
Statement of Receipts and payments of Sarawak Chinese Association from 1st January 1968 to 31st December 1968

JT 1

SARAWAK CHINESE ASSOCIATION
Statement of Receipts and payments
(from 1st January 1968 to 31st December, 1968)

Receipts
Balance at beginning of year (1st Jan., 1968)
Cash in Hock Hua Bank\$4722.85
Cash in hands of Treasurer 100.00
Monthly contribution from members 6150.00
Special donation from members 1600.00

Payments

Salaries & Allowance\$4660.00
Printing & stationery 273.84
Newspaper 522.40
Transport 425.00
Postage & Telegram 508.65
Entertainment 63.52
Exp for elections 300.00
Contribution for outstanding charges 7.44
Miscellaneous 424.80
Balance at the end of year
31st December, 1968
Cash in Hock Hua Bank 2414.07
Cash in hands of Treasurer 200.00

TOTAL\$16,572.85

TOTAL\$16,572.85

Signature:
MR. CHEN TO LING
(Secretary-General)



Signature:
MR. IBS SWEE HOCK
(Hon. Treasurer)

Supplementary Affidavit of Dato Ling Beng Sung

Exhibits

To Supplementary Affidavit of Dato Ling Beng Sung filed 14th February 1975
Balance Sheet of Sarawak Chinese Association as at 31st December 1968

Exhibits

LB 5B ✓

to Supplementary Affidavit of Dato Ling Beng Sung filed 14th February 1975

Balance Sheet of Sarawak Chinese Association as at 31st December 1968

JT1

STATEMENT OF ACCOUNTS
Balance Sheet as at 31st December, 1968.

<u>Liabilities</u>		<u>Assets</u>	
Amount of General Fund		Cash - In hands of Treasurer	100.00
Balance at beginning of year		In Hong Hai Bank	5276.87
(1st January, 1968)	\$5991.35		\$5376.87
Less: Depreciation of		Fixed Assets (at beginning of the year 1968)	1263.50
Furniture for the year 1968	77.50	Less: Depreciation for the year 1968	77.50
Less: Excess of receipts over			1001.00
payments (in the year of 1968)	554.02		
<u>TOTAL</u>	<u>\$6467.87</u>	<u>TOTAL</u>	<u>\$6467.87</u>

Directors:
MR. CHIN HO HUI
(Secretary-General)

.....
MR. LIM HO HOE
(Treasurer)

REGISTERED TRADE OFFICE

Joint Incorporator of Societies



Exhibits

Exhibits

LSB6A

To Supplementary Affidavit of Dato Ling Beng Sung filed 14th February 1975
Statement of Receipts and payments of Sarawak Chinese Association from 1st
January 1969 to 31st December 1969

to Supplementary Affidavit of Dato Ling Beng Sung filed 14th February 1975

Statement of Receipts and payments of Sarawak Chinese Association from 1st January 1969 to 31st December 1969

RECEIPTS

SARAWAK CHINESE ASSOCIATION
Statement of Receipt and Payment
(from 1st January, 1969 to 31st December, 1969)

Balance at beginning of year (1st Jan. 1969)	
Cash in Hock Hua Bank	\$1276.87
Cash in hands of Treasurer	\$100.00
Monthly contribution from members	\$3900.00
Special donation from members	\$1736.00

PAYMENTS

Salary & Allowance	\$4680.00
Printing & Stationery	\$491.75
Newspaper	\$617.30
Transport	\$2009.60
Postage & Telegram	\$101.25
Telephone	\$927.35
Electrical Roll	\$392.20
Employees Provident Fund	\$74.00
Entertainment	\$5.15
Contribution for organization charges	\$8.20
Miscellaneous	\$70.00
Cash in hands of Treasurer (1st Dec. 1969):	\$1100.00
Cash in hands of Treasurer	\$100.00

TOTAL: \$1012.57

TOTAL: \$1012.57

Signatures:

(CHER KO KING)
(Secretary-General)

LEE SWEE HOCK
(Hon. Treasurer)



Exhibits

To Supplementary Affidavit of Dato Ling Beng Sung filed 14th February 1975

Balance Sheet of Sarawak Chinese Association as at 31st December 1969

Exhibits

LSB6B ✓

to Supplementary Affidavit of Dato Ling Beng Sung filed 14th February 1975

Balance Sheet of Sarawak Chinese Association as at 31st December 1969

JT 1

SARAWAK CHINESE ASSOCIATION
Balance Sheet as at 31st December, 1969.

<u>Liabilities</u>		<u>Assets</u>	
Amount of general fund		Cash - In hands of Treasurer	
Balance at beginning of year	.....\$6467.87	In Hoek Hua Bank	\$1725.00
Loss: Depreciation of furniture for the year 1969	.....\$ 77.50	Furniture (at beginning of year 1969)	\$1091.00
Loss: Excess of payments over receipts (for the year of 1969)	.....\$300.87	Loss: Depreciation for the year of 1969	\$ 77.50
TOTAL	.....\$8000.00	TOTAL	.....\$8000.00

Signature:
LING BENG SUNG
(Secretary-General)

Signature:
LING BENG SUNG
(Hon. Treasurer)

CERTIFIED TRUE COPY



14/78

IN THE JUDICIAL COMMITTEE
OF THE PRIVY COUNCIL

No. 25 of 1976

O N A P P E A L
FROM THE FEDERAL COURT OF MALAYSIA (Appellate Jurisdiction)

IN THE MATTER OF THE KONG THAI SAWMILL (MIRI) SDN. BHD.

and

IN THE MATTER OF THE COMPANIES ACT 1965

B E T W E E N:

KONG THAI SAWMILL (MIRI) SDN. BHD. (First Respondent)

LING BENG SIEW (Second Respondent)

LING BENG SIONG (Third Respondent)

APPELLANTS

and

LING BENG SUNG (Applicant)

RESPONDENT

And by Cross-Appeal

B E T W E E N:

LING BENG SUNG (Applicant) APPELLANT ON
CROSS-APPEAL

and

KONG THAI SAWMILL (MIRI) SDN. BHD. (First Respondent)

LING BENG SIEW (Second Respondent) and

LING BENG SIONG (Third Respondent)

RESPONDENTS ON
CROSS-APPEAL

R E C O R D O F P R O C E E D I N G S

V O L U M E VII

Coward Chance,
Royex House,
Aldermanbury Square,
LONDON EC2V 7LD

Stephenson Harwood & Tatham,
Saddlers' Hall,
Gutter Lane, Cheapside,
LONDON EC2V 6BS.

Solicitors for the Appellants
and the Respondent on the Cross-
Appeal

Solicitors for the Respondent
and the Appellant on the Cross-
Appeal