

IN THE BARRISTERS DISCIPLINARY TRIBUNAL

BETWEEN

THE BAR COUNCIL

Applicant

and

CHOW WAI HUNG ENZO

Respondent

Before: JAT Sew-tong SC (Chairman), Dr PANG Yat Bond Derrick JP,
Jonathan KWAN (Members)

Date of Hearing: 20 February 2025

Date of Decision: 3 April 2025

DECISION

1. By a Notice dated 12 July 2024, a Barristers Disciplinary Tribunal ("Tribunal") was constituted pursuant to section 35A of the Legal Practitioners Ordinance, Cap. 159 and section 3(1) of the Barristers Disciplinary Tribunal Proceedings Rules Cap. 159P to inquire into the conduct of Mr Chow Wai Hung Enzo ("Mr Chow" or "Respondent"). The Tribunal as then constituted consisted of Mr Jat Sew-tong SC as chairman, with Dr Pang Yat Bond Derrick JP and Ms Janine YY Cheung as members. By an Amended Notice dated 15 October 2024, the current Tribunal is constituted, with Mr Jonathan Kwan replacing Ms Cheung.
2. The Council of the Hong Kong Bar Association ("Bar Council" or "Applicant") referred to the Tribunal seven complaints, as set out in its

Complaints dated 24 June 2024. A copy of the Complaints is at **Annex A** to this Decision.

3. In essence, Complaints 1 to 6 concern Mr Chow's failure from December 2019 to August 2021 to pay six of his pupils ("Pupil 1" to "Pupil 6") the minimum honorarium of HK\$6,000 per month ("honorarium") during their respective pupillages as required by Paragraph 11.9A ("§11.9A") of the Code of Conduct of the Hong Kong Bar Association ("Bar Code"). Failure to comply with §11.9A would constitute a disciplinary offence: Bar Code para. 11.13.
4. Complaint 7 arose from Mr Chow's answers given by him in response to inquiries made with him by the Chairman of the Bar Council's Standing Committee on Discipline ("Committee"). The Bar Council contends that Mr Chow knowingly provided false and inaccurate information to the Committee, and such conduct was dishonest or otherwise discreditable to a barrister, contrary to para. 4.1(b)(i) of the Bar Code.
5. By letter dated 16 September 2024 from his then solicitors, Mr Chow denied all the complaints although he did helpfully indicate that he would not dispute the particulars of misconduct in respect of Complaints 1 to 6.
6. In accordance with directions given by the Tribunal, the parties have prepared (i) an Agreed Statement of Facts, (ii) an Agreed Chronology and (iii) an Agreed List of Issues, copies of which are at **Annex B**, **Annex C** and **Annex D** to this Decision.

Complaints 1-6

7. It is unnecessary to recite in detail the facts as agreed, which are set out in the Agreed Statement of Facts in Annex B. For present purposes, it is sufficient to record the following essential facts.
8. **Complaint 1:** Pupil 1 served pupillage with Mr Chow from 1 December 2019 to 29 February 2020. He did not receive any honorarium during his

pupillage with Mr Chow. On 15 September 2021, ie. 18.5 months after the completion of his pupillage with Mr Chow, he received an undated cheque for HK\$18,000 from Mr Chow for payment of his honorarium.

9. **Complaint 2:** Pupil 2 served pupillage with Mr Chow from 1 March to 31 May 2020. She did not receive any honorarium during her pupillage with Mr Chow. On 14 September 2021, ie. 15.5 months after the completion of her pupillage with Mr Chow, she received an undated cheque for HK\$18,000 from Mr Chow for payment of her honorarium.
10. **Complaint 3:** Pupil 3 served pupillage with Mr Chow from 1 December 2020 to 28 February 2021. He did not receive any honorarium during his pupillage with Mr Chow. On 13 September 2021, ie. 6.5 months after the completion of his pupillage with Mr Chow, he received an undated cheque for HK\$18,000 from Mr Chow for payment of his honorarium.
11. **Complaint 4:** Pupil 4 served pupillage with Mr Chow from 1 March to 31 May 2021. He did not receive any honorarium during his pupillage with Mr Chow. On 13 September 2021, ie. 3.5 months after the completion of his pupillage with Mr Chow, he received a cheque for HK\$18,000 from Mr Chow for payment of his honorarium. Pupil 4 cannot recall whether the cheque was dated when he received it.
12. **Complaint 5:** Pupil 5 served pupillage with Mr Chow from 1 June to 31 August 2021. She did not receive any honorarium during her pupillage with Mr Chow. On 30 September 2021, ie. 1 month after the completion of her pupillage with Mr Chow, she received a cheque dated 8 September 2021 for HK\$18,000 from Mr Chow for payment of her honorarium.
13. **Complaint 6:** Pupil 6 served pupillage with Mr Chow from 1 June to 31 August 2021. She did not receive any honorarium during her pupillage with Mr Chow. In around mid-September 2021, ie. around 2 weeks after the completion of her pupillage with Mr Chow, she received a cheque for HK\$18,000 from Mr Chow for payment of her honorarium.

14. As indicated by Mr Chow in his written opening submissions, he accepted that he had failed to pay Pupils 1 to 4 at any time when they served their respective pupillages with him, and had no reasonable excuse for not doing so.
15. Mr Chow, however, took issue with Complaints 5 and 6. His case was that he had paid Pupils 5 and 6 shortly after the conclusion of their pupillage (which ended on the same date, 31 August 2021), within 2 weeks in the case of Pupil 6 and within a month in the case of Pupil 5.
16. According to Mr Chow, the difference between the two categories of cases arose from the proper construction of §11.9A. His contention was that §11.9A only required the honorarium to be paid *within a reasonable time after the conclusion of the pupillage*, and he contended that 1 month would be within a reasonable time.
17. The Council's position is that §11.9A requires the honorarium to be paid during the course of the pupillage, at any rate before its conclusion.

Construction of §11.9A

18. Since Mr Chow accepted the particulars of complaint in relation to Complaints 1 to 6, the only issue is the proper construction of §11.9A.
19. §11.9A provides as follows:

“Without prejudice to Paragraph 11.9(h) above, a pupil master (excluding any pupil master in the Department of Justice) should at all stages of a pupil's pupillage with him pay a monthly honorarium to the pupil at a minimum rate of HK\$6,000 per month. The pupil master should determine the rate of the honorarium and inform the pupil of such rate before the commencement of the pupillage. Any failure to pay the honorarium by the pupil master without reasonable excuse may amount to professional misconduct or breach of proper professional standards under Paragraph 11.13 below. However, the pupil has no right of action against the pupil master in default since

the payment of honorarium is not intended to be and is not a contractual obligation of the pupil master. (Circular No. 207/18; the new paragraph 11.9A is to take effect for pupillages which commence on or after 1 September 2019)" (emphasis added)

20. In our view, §11.9A is clear. It requires the honorarium to be paid "*at all stages of a pupil's pupillage with him [the pupil master]*". The plain meaning of the rule is that the honorarium must be paid during the course of the pupillage, otherwise the words "*at all stages of a pupil's pupillage with him*" would have no meaning and would be superfluous.
21. This construction of §11.9A not only accords with the language of the rule but also finds support when the purpose of the rule is considered.
22. §11.9A was introduced in 2018 in order to provide pupils with basic financial support in the course of their pupillage. Whether pupillage should be paid on a compulsory basis had been an issue for some years in Hong Kong (in the UK, a system of paid pupillage was introduced in 2006). In June 2018, the Bar Council conducted a consultation to collect views of junior members who had taken pupillage within the past three years (from 2015 to 2017).
23. In Bar Circular 150/2018 dated 23 August 2018, the Bar Council advised members of the results of that consultation and the Bar Council's decision to introduce paid pupillage. In a "Summary of Bar Council's Proposal of Paid Pupillage" annexed to the Circular, the then Chairman of the Bar (Mr Philip Dykes SC) explained the arguments in favour of paid pupillage and the Bar Council's proposal as follows:

"D. Arguments in Favour of Paid Pupillage"

11. The following are the main grounds for introducing a Paid Pupillage system:-

(1) Paid Pupillage system would be conducive to improving the quality of intake of new barristers in Hong Kong. Many promising

law graduates are deterred from joining the Bar, especially in light of highly competitive offers from the other branch of the profession. While the proposed payment may still not be competitive enough in comparison with the other branch of the profession and may only provide a kind of honorarium to subsidise basic needs for food and travelling, views have been expressed that it will still serve as an incentive for those who are so deterred.

(2) Secondly, a Paid Pupillage system recognizes the dignity and efforts of the pupils. While it is accepted that pupillage is still a period of learning and their work may not necessarily be of great value, it is difficult to justify the current phenomenon of unpaid pupillage in the 21st century.

(3) Thirdly, there will be a more level field in terms of financial support to pupils as compared with the average income earned by University fresh graduates who undergo a period of training.

...

F. Discussion

...

14. Few pupil masters are currently paying their pupils other than irregularly providing free lunches or drinks to pupils. The reality remains that the majority of pupils are not paid at all for a whole year when there is a need to support themselves in terms of expense and travelling. It is demoralizing for pupils to work hard, but without at least some subsidy for their lunch and transport expenses. The recognition by payment of an honorarium serves to respect the dignity of the pupils as a person and a future member of the profession.

...

G. Responsibility for Payment and the Level of Payment

...

27. In proposing the appropriate level of honorarium we take into account that (1) it should provide a decent subsidy for daily expenses incurred for working in Central and nearby districts ...

28. Accordingly, we propose a minimum monthly honorarium (and pro rata for any period that is less than a month) of \$6,000 and no distinction is drawn between the first six and second six months of pupillage, since the difference in the pupils' working experience in the said periods will not be significant, and above all, the honorarium is a subsidy and not a reflection of the value of the work of the pupil."

24. §11.9A was introduced by amendment to the Code of Conduct and came into effect as from 1 September 2019. The new rule applied to all pupillage arrangements made after that date.
25. In our view, the construction contended by the Bar Council is consonant with the purpose of the rule, which was to provide basic financial support for pupils during their pupillage. Mr Chow's construction would be inconsistent with that purpose.
26. Mr Chow's contention would also mean re-writing §11.9A to introduce "*within a reasonable time*" into the paragraph. There is no basis for adopting that approach. His construction would also expose the operation of the rule to uncertainty as to what might be considered a "reasonable time" for the purposes of §11.9A: indeed, Mr Chow cannot provide any sensible answer as to why 1 month, rather than any other period of time, is "reasonable".
27. Accordingly, we have no difficulty in rejecting the construction contended by Mr Chow. We agree with the Bar Council that §11.9A requires the honorarium to be paid during the course of the relevant pupillage.

28. As recorded earlier in [17] above, the Bar Council's alternative contention is that the honorarium must be paid no later than the conclusion of the relevant pupillage. It is unnecessary in this case to decide whether the honorarium has to be paid on a monthly or periodic basis during the course of the pupillage, and we do not express any view on that point.

Complaint 7

29. The main thrust of the Bar Council's argument for Complaint 7 can be summarised as follows: -

29.1. First, the dates of issuance recorded on cheque stubs of cheques numbered 797586, 797593, and 797616 (collectively "**the Relevant Cheques**" and "**the Relevant Stubs**") are false and inaccurate. Mr Chow agrees that the Relevant Cheques were in fact undated when the same were given to Pupils 1 to 3.

29.2. Second, Mr Chow provided the Relevant Stubs which contain false and inaccurate dates in his letter to the Committee dated 11 October 2021. In so doing, Mr Chow knew that the dates of issuance written on the Relevant Stubs were false and inaccurate, but he did so with intent to mislead the Committee into thinking that the Relevant Cheques bore the dates of issuance on the Relevant Stubs.

30. Salient evidence which the Tribunal considers relevant to Complaint 7 include: -

30.1. Mr Chow confirmed that he was the person who wrote the dates on the Relevant Stubs at the time when he drew up the Relevant Cheques.

30.2. It was his usual practice to date the cheques he drew.

- 30.3. Mr Chow intended to give the Relevant Cheques to the respective pupils soon after their respective issuance, but he forgot to do so. Nonetheless, he did not date the Relevant Cheques as he was not sure when he would see the respective pupils. He believed that even if the Relevant Cheques were undated, they could still be banked in.
- 30.4. Mr Chow agreed that in the Committee's letter dated 28 September 2021, he was asked to provide documentary evidence of payment he had made to his pupils, and he provided the Relevant Stubs in his letter to the Committee dated 11 October 2021 as evidence of payment. He further agreed that a reasonable person would understand from his response that the Relevant Cheques had been issued on the respective dates written on the Relevant Stubs.
- 30.5. By letter dated 26 October 2021, the Committee made further enquiry regarding the discrepancy between the dates of delivery and receipts of the cheques to Pupil 2 and Pupil 3 with the dates on the respective cheque stubs. Mr Chow agreed that in his letter in reply dated 9 November 2021, he did not clarify with the Committee that the cheques given to Pupil 2 and Pupil 3 were undated and continued to insist that the respective dates on the cheque stubs were the dates of issuance of the respective cheques. He also agreed that he could have informed the Committee that these cheques were in fact delivered to Pupil 2 and Pupil 3 in September 2021, but he had failed to do so.
- 30.6. Mr Chow agreed that the date of the Relevant Stubs might give a false impression to the Committee, albeit that was unintentional.

Finding of Facts

31. There is no dispute that the Bar Council bears the burden of proof on the balance of probabilities.

32. The Tribunal bears in mind that in assessing evidence, it should consider, *inter alia*, the inherent likelihood or unlikelihood of the witness' evidence, the consistency of the witness' evidence with undisputed or indisputable evidence, and the internal consistency of the witness' evidence: **Hui Cheung Fai v Daiwa Development Ltd**, (unrep., HCA 1734/2009, 8 April 2014), [78]-[79].
33. The Tribunal also bears in mind that the more serious the allegation, the more compelling will be the evidence required to prove it on a balance of probabilities: **Re A Solicitor** FACV 24 of 2007 (13 March 2008) at [64]-[66]; **The Bar Council v Lim Tin Tin Valerie** (Statement of Findings 20 April 2014) at [17].
34. First, it is beyond dispute that the dates written on the Relevant Stubs are inaccurate in that they do not correspond with or reflect the respective dates of the Relevant Cheques, which are undated.
35. Second, it is also beyond dispute that Mr Chow knew that the dates on the Relevant Stubs are inaccurate in the sense that they do not correspond with or reflect the respective dates of the Relevant Cheques. He claimed that he did not date the Relevant Cheques as he was not sure when he would deliver the Relevant Cheques to Pupils 1 to 3 respectively. Nonetheless, the dates on the Relevant Stubs are the dates of issuance of the Relevant Cheques on his record.
36. The Tribunal rejects Mr Chow's explanation. It is inherently improbable as it cannot explain why Mr Chow chose to deviate from his usual practice to date cheques for the Relevant Cheques. His explanation is incredible especially when he agreed that he could have contacted his pupils without difficulty.
37. In any event, in its letter to Mr Chow dated 28 September 2021, the Committee specifically asked Mr Chow to "*produce copies of documentary evidence to prove the payments you made*". In his reply dated 11 October 2021, Mr. Chow stated that his pupils (including Pupils 1 to 3) were paid by cheques and enclosed copies of cheque stubs (including the Relevant

Stubs) for the Committee's reference. It is apparent that in so doing, Mr Chow intended the Relevant Stubs to be "documentary evidence to prove payments" he had made.

38. Mr Chow must have known that the dates on the Relevant Stubs are plainly relevant and material in answering the Committee's query, especially in light of the subject of the investigation being whether he has paid his pupils the honorarium "in accordance with paragraph 11.9A of the Bar Code".
39. Nonetheless, in providing dated cheque stubs to the Committee as documentary evidence to prove payments he had made to his pupils, Mr Chow did not bring to the Committee's attention that the Relevant Cheques or any of them were in fact undated, or the fact that the Relevant Cheques were given to Pupils 1 to 3 in September 2021.
40. Moreover, in its letter dated 26 October 2021, the Committee specifically highlighted the discrepancy between dates of delivery and receipt of the cheques to Pupils 2 and 3 and the respective dates of the respective cheque stubs. The Committee specifically asked for explanation as to why the date of issuance and delivery of the cheques to Pupil 2 and Pupil 3 differ from the dates on the cheque stubs provided by Mr Chow.
41. In his reply dated 9 November 2021, Mr Chow still did not bring to the Committee's attention that the Relevant Cheques or any of them were in fact undated, let alone explain why he had left the Relevant Cheques or any of them undated. Rather, he continued to assert that the "dates respectively appeared on the cheque stubs are the dates of the issues of the relevant cheques on my record" and that he had "no particular explanation for such time gaps".
42. The Tribunal rejects Mr Chow's explanation that the Relevant Cheques were undated as he did not know when he would deliver the Relevant Cheques to Pupils 1 to 3 for being an afterthought.
43. The Tribunal is satisfied, and finds that: -

- 43.1. Mr Chow knowingly provided the Relevant Stubs to the Committee as documentary evidence to prove payments he had made.
 - 43.2. Mr Chow knew that the dates appearing on the Relevant Stubs were inaccurate or at least inconsistent with or cannot reflect the respective dates of the Relevant Cheques as the Relevant Cheques were undated.
 - 43.3. Mr Chow knew that the dates written on the Relevant Stubs were relevant and material to the Committee's investigation against him.
 - 43.4. Mr Chow agreed that the dates appearing on the Relevant Stubs might give a false impression to the Committee as to the date when the Relevant Cheques had been issued, but he nevertheless failed to disclose to the Committee that the Relevant Cheques or any of them were in fact undated and the reason for not dating them despite the Committee's specific enquiry and request for explanation.
44. In these premises, the Tribunal is satisfied that Mr Chow was discreditable in that:
- 44.1. he provided the Relevant Stubs to the Committee knowing that they were inaccurate and failed to inform the Committee of their inaccuracy, and
 - 44.2. in so doing he attempted to mislead the Committee into thinking that the Relevant Cheques had been issued to Pupil 1 to Pupil 3 on the dates written on the Relevant Stubs, when in fact the Relevant Cheques were issued to Pupil 1 to Pupil 3 in September 2021.

Conclusion

45. For the reasons stated above, we find that all Complaints are established.

46. In accordance with the parties' agreement, the Tribunal will receive written representations from the parties as to what, if any, orders are to be made in the light of the Tribunal's findings. In that connection, we make the following directions:

46.1. The Bar Council and the Respondent to lodge with the Tribunal (in pdf format and OCR-ed) and exchange written submissions and authorities within 14 days from the handing down of this Decision.

46.2. The Respondent to lodge with the Tribunal (in pdf format and OCR-ed) and serve on the Bar Council written reply and authorities within 7 days after receipt of the Bar Council's written submissions.

46.3. Any party who wishes to have an oral hearing shall so state in their written submissions.

(Signed)

JAT Sew-tong SC
Chairman

(Signed)

Dr PANG Yat Bond Derrick JP
Member

(Signed)

Jonathan KWAN
Member

Ms Sara Tong SC and Mr Eugene Kwan, instructed by Messrs. Keith Lam Lau & Chan, for the Bar Council.

The Respondent in person.

IN THE BARRISTERS DISCIPLINARY TRIBUNAL

BETWEEN

THE BAR COUNCIL

Applicant

and

CHOW WAI HUNG ENZO

Respondent

COMPLAINTS

The following complaints of misconduct are laid by the Bar Council against the Respondent before the Barristers Disciplinary Tribunal:

PARTICULARS OF MISCONDUCT

COMPLAINT 1

The Respondent failed to pay a monthly honorarium to his pupil, Cheng Yu Hin (“**Mr. Cheng**”), at all stages of Mr. Cheng’s pupillage with him without reasonable excuse, contrary to paragraph 11.9A of the Code of Conduct of the Bar of the Hong Kong Special Administrative Region.

PARTICULARS

The Respondent was the pupil master of Mr. Cheng between 1 December 2019 and 29 February 2020. Throughout all stages of Mr. Cheng’s pupillage with the Respondent, the Respondent did not pay Mr. Cheng a monthly honorarium at the

minimum rate of HK\$6,000 per month for the months of December 2019, January 2020 and February 2020 without any reasonable excuse.

COMPLAINT 2

The Respondent failed to pay a monthly honorarium to his pupil, Yeung Sheung Kwan Natalie (“**Ms. Yeung**”), at all stages of Ms. Yeung’s pupillage with him without reasonable excuse, contrary to paragraph 11.9A of the Code of Conduct of the Bar of the Hong Kong Special Administrative Region.

PARTICULARS

The Respondent was the pupil master of Ms. Yeung between 1 March 2020 and 31 May 2020. Throughout all stages of Ms. Yeung’s pupillage with the Respondent, the Respondent did not pay Ms. Yeung a monthly honorarium at the minimum rate of HK\$6,000 per month for the months of March 2020, April 2020 and May 2020, without any reasonable excuse.

COMPLAINT 3

The Respondent failed to pay a monthly honorarium to his pupil, Yip Ka Chai Jimmy (“**Mr. Yip**”), at all stages of Mr. Yip’s pupillage with him without reasonable excuse, contrary to paragraph 11.9A of the Code of Conduct of the Bar of the Hong Kong Special Administrative Region.

PARTICULARS

The Respondent was the pupil master of Mr. Yip between 1 December 2020 and 28 February 2021. Throughout all stages of Mr. Yip’s pupillage with the Respondent, the Respondent did not pay Mr. Yip a monthly honorarium at the minimum rate of

HK\$6,000 per month for the months of December 2020, January 2021 and February 2021, without any reasonable excuse.

COMPLAINT 4

The Respondent failed to pay a monthly honorarium to his pupil, Chan King Fun Fergus (“**Mr. Chan**”), at all stages of Mr. Chan’s pupillage with him without reasonable excuse, contrary to paragraph 11.9A of the Code of Conduct of the Bar of the Hong Kong Special Administrative Region.

PARTICULARS

The Respondent was the pupil master of Mr. Chan between 1 March 2021 and 31 May 2021. Throughout all stages of Mr. Chan’s pupillage with the Respondent, the Respondent did not pay Mr. Chan a monthly honorarium at the minimum rate of HK\$6,000 per month for the months of March 2021, April 2021 and 31 May 2021, without any reasonable excuse.

COMPLAINT 5

The Respondent failed to pay a monthly honorarium to his pupil, Cho Siu Man Linda (“**Ms. Cho**”), at all stages of Ms. Cho’s pupillage with him without reasonable excuse, contrary to paragraph 11.9A of the Code of Conduct of the Bar of the Hong Kong Special Administrative Region.

PARTICULARS

The Respondent was the pupil master of Ms. Cho between 1 June 2021 and 31 August 2021. Throughout all stages of Ms. Cho’s pupillage with the Respondent, the Respondent did not pay Ms. Cho a monthly honorarium at the minimum rate of

HK\$6,000 per month for the months of June 2021, July 2021 and August 2021, without any reasonable excuse.

COMPLAINT 6

The Respondent failed to pay a monthly honorarium to his pupil, Lee Yan Yee Christie (“**Ms. Lee**”), at all stages of Ms. Lee’s pupillage with him without reasonable excuse, contrary to paragraph 11.9A of the Code of Conduct of the Bar of the Hong Kong Special Administrative Region.

PARTICULARS

The Respondent was the pupil master of Ms. Lee between 1 June 2021 and 31 August 2021. Throughout all stages of Ms. Lee’s pupillage with the Respondent, the Respondent did not pay Ms. Lee a monthly honorarium at the minimum rate of HK\$6,000 per month for the months of June 2021, July 2021 and August 2021, without any reasonable excuse.

COMPLAINT 7

The Respondent engaged in conduct which is dishonest or otherwise discreditable to a barrister, contrary to paragraph 4.1(b)(i) of the Code of Conduct of the Bar of the Hong Kong Special Administrative Region.

PARTICULARS

- (1) On 28 September 2021, the Chairman of the Standing Committee on Discipline of the Hong Kong Bar Association issued a letter to the Respondent, inquiring whether the Respondent had paid his pupils their monthly honorariums during their respective pupillages in accordance with paragraph 11.9A of the Bar Code.

- (2) On 11 October 2021, the Respondent wrote a letter to the Chairman of the Standing Committee on Discipline of the Hong Kong Bar Association, stating that, apart from Ms. Chiu Sau Mee, Ms Esther K.Y. Leung and Mr. Eddie W.S. Sean, all the other pupils named in the letter dated 28 September 2011 had been paid their monthly honorariums by cheques.
- (3) In the Respondent's letter to the Chairman of the Standing Committee on Discipline of the Hong Kong Bar Association dated 11 October 2021, the Respondent enclosed copies of various cheque stubs. The cheque stubs recorded that the Respondent had issued six cheques each in the amount of HK\$18,000 to Mr. Cheng, Ms. Yeung, Mr. Yip, Mr. Chan, Ms. Cho and Ms. Lee, with the date of issuance specified as March 2020, 5 June 2020 and 4 March 2021, 5 June 2021, 8 September 2021 and 8 September 2021 respectively.
- (4) The Respondent provided the aforementioned cheque stubs to the Chairman of the Standing Committee on Discipline of the Hong Kong Bar Association knowing that the dates of issuance for the cheques drawn in favour of Mr. Cheng, Ms. Yeung and Mr. Yip recorded on the cheque stubs are false and inaccurate.
- (5) The cheques drawn by the Respondent in favour of Ms. Yeung and Mr. Yip were in fact undated.
- (6) The cheques drawn by the Respondent in favour of Mr. Cheng, Ms. Yeung and Mr. Yip could not have been issued on the dates stated on the cheque stubs, since they were deposited on 20 September 2021 (i.e. 18 months after the stub date), 15 September 2021 (i.e. 15 months after the stub date) and 20 September 2021 (i.e. 6.5 months after the stub date). In accordance with banking practice

in Hong Kong, a cheque is only valid for 6 months and a cheque which is over 6 months old cannot be presented for payment.

Dated this 24th day of June 2024

Sara Tong, S.C.

Eugene Kwan

Counsel for the Applicant

(Signed)

Keith, Lam, Lau & Chan

Solicitors for the Applicant

IN THE BARRISTERS DISCIPLINARY TRIBUNAL

BETWEEN

THE BAR COUNCIL

Applicant

and

CHOW WAI HUNG ENZO

Respondent

COMPLAINTS

Dated 24th June 2024

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Ref: 20221/22/WC/LWY

IN THE BARRISTERS DISCIPLINARY TRIBUNAL

BETWEEN

THE BAR COUNCIL

Applicant

and

CHOW WAI HUNG ENZO

Respondent

AGREED STATEMENT OF FACTS

The Respondent

1. The Respondent was admitted as a barrister of the High Court of Hong Kong on 16 September 2006.

The Former Pupils

2. The following former pupils of the Respondent (the “**Former Pupils**”) served their pupillages with the Respondent during the periods specified below:-
 - (1) Mr. Cheng Yu Hin Jinson (“**Mr. Cheng**”) served his pupillage with the Respondent between 1 December 2019 and 29 February 2020 (both dates inclusive);
 - (2) Ms. Yeung Sheung Kwan Natalie (“**Ms. Yeung**”) served her pupillage with the Respondent between 1 March 2020 and 31 May 2020 (both dates inclusive);
 - (3) Mr. Yip Ka Chai Jimmy (“**Mr. Yip**”) served his pupillage with the Respondent between 1 December 2020 and 28 February 2021 (both dates inclusive);
 - (4) Mr. Chan King Fun Fergus (“**Mr. Chan**”) served his pupillage with the Respondent between 1 March 2021 and 31st May 2021 (both dates inclusive);

- (5) Ms. Cho Siu Man Linda (“**Ms. Cho**”) served her pupillage with the Respondent between 1 June 2021 and 31 August 2021 (both dates inclusive); and
- (6) Ms. Lee Yan Yee Christie (“**Ms. Lee**”) served her pupillage with the Respondent between 1 June 2021 and 31 August 2021 (both dates inclusive).
3. None of the Former Pupils received payment of a monthly honorarium (the “**Monthly Honorarium**”) from the Respondent during the periods of their respective pupillages with the Respondent.

Complaint to the HKBA

4. On 5 September 2021, the Bar Secretariat and the Standing Committee on Discipline of the Hong Kong Bar Association (the “**HKBA**”) received an email from “pupils.of.enzo.chow@gmail.com”, complaining that the Respondent had acted in breach of paragraph 11.9A of the Code of Conduct of the HKBA (the “**Bar Code**”) by failing to pay the Monthly Honorarium to his former pupils.
5. On 9 September 2021, the Chairman of the Standing Committee on Discipline of the HKBA (the “**Chairman**”) issued letters to the Respondent’s former pupils (including but not limited to the Former Pupils as defined in paragraph 2 above) to inquire whether the Respondent paid them the monthly honorarium.

Payment of Monthly Honorarium

6. Between 10 September 2021 and 20 September 2021, the Respondent contacted the following Former Pupils to make arrangement for them to collect the cheques for the Monthly Honorarium from him:
- (1) The Respondent contacted Mr. Cheng on 10 September 2021 through WhatsApp;
- (2) The Respondent contacted Ms. Yeung on 10 September 2021 through WhatsApp;
- (3) The Respondent contacted Mr. Yip on 10 September 2021 through WhatsApp;

- (4) The Respondent contacted Mr. Chan on 10 September 2021 through WhatsApp; and
 - (5) The Respondent contacted Ms. Cho on 20 September 2021 through WhatsApp.
7. The Former Pupils collected cheques from the Respondent for payment of their Monthly Honorarium on the following dates:
- (1) On 13 September 2021, Mr. Yip received an undated cheque from the Respondent for payment of his Monthly Honorarium, *i.e.* 6.5 months after the completion of his pupillage with the Respondent;
 - (2) On 13 September 2021, Mr. Chan received a cheque from the Respondent for payment of his Monthly Honorarium, *i.e.* 3.5 months after the completion of his pupillage;
 - (3) On 14 September 2021, Ms. Yeung received an undated cheque from the Respondent for payment of her Monthly Honorarium, *i.e.* 15.5 months after the completion of her pupillage with the Respondent;
 - (4) On 15 September 2021, Mr. Cheng received an undated cheque from the Respondent for payment of his Monthly Honorarium, *i.e.* 18.5 months after the completion of his pupillage with the Respondent;
 - (5) In or around mid-September 2021, Ms. Lee received a cheque from the Respondent for payment of her Monthly Honorarium, *i.e.* around 2 weeks after the completion of her pupillage; and
 - (6) On 30 September 2021, Ms. Cho received a cheque dated 8 September 2021 from the Respondent for payment of her Monthly Honorarium, *i.e.* 1 month after the completion of her pupillage.

The HKBA's Investigation

8. By a letter dated 28 September 2021, the Chairman requested the Respondent to,

inter alia, confirm whether he had paid his former pupils their monthly honorariums during their respective pupillages in accordance with paragraph 11.9A of the Bar Code and produce copies of documentary evidence to prove the payments he had made.

9. By a letter dated 11 October 2021, the Respondent replied to the Chairman, stating, *inter alia*, that the Former Pupils were paid their monthly honorariums by cheques. Cheque stubs with the following details were enclosed with the Respondent's letter:

Cheque No.	Date	To	Amount
797586	March 2020	Mr. Cheng	HK\$18,000
797593	5 June 2020	Ms. Yeung	HK\$18,000
797616	4 March 2021	Mr. Yip	HK\$18,000
797617	5 June 2021	Mr. Chan	HK\$18,000
797631	8 September 2021	Ms. Lee	HK\$18,000
797632	8 September 2021	Ms. Cho	HK\$18,000

10. By a letter dated 26 October 2021, the Chairman issued a letter to the Respondent, stating, *inter alia*, that the dates of delivery and receipt of the cheques issued by him to Ms. Yeung and Mr. Yip are different from the dates appearing on the copies of the cheque stubs provided by the Respondent. The Chairman requested the Respondent to provide information concerning the said discrepancies.
11. By a letter dated 9 November 2021, the Respondent replied to the Chairman, stating, *inter alia*, that he did not have records of the exact dates of delivery of the two cheques to Ms. Yeung and Mr. Yip. However, the Respondent acknowledged that there were time gaps between the issuance of the cheques to Ms. Yeung and Mr. Yip and the actual delivery dates. The Respondent stated that he had "*no particular explanation*" for such time gaps.

Dated 5th day of February 2025.

(Signed)

Messrs. Keith Lam Lau & Chan
Solicitors for the Applicant

(Signed)

Messrs. Cheung Yeung & Lee
Solicitors for the Respondent

IN THE BARRISTERS DISCIPLINARY TRIBUNAL

BETWEEN

THE BAR COUNCIL

Applicant

and

CHOW WAI HUNG ENZO

Respondent

AGREED CHRONOLOGY

[A/1/1/§1] = Bundle A/Item 1/ Page 1/Paragraph 1(if applicable)

Date	Event	Reference
2006.09.16	The Respondent was admitted as a Barrister of the High Court of Hong Kong	[D/71/232]
2018.11.16	Issuance of the Hong Kong Bar Association Circular No.207/18 on scheme for paid pupillage	[D/72/233-235]
2019.12.01	Commencement of the pupillage of Mr. Cheng Yu Hin Jinson (“ Mr. Cheng ”) with the Respondent	[B/3/14/§1]
2020.02.29	End of Mr. Cheng’s pupillage with the Respondent	[B/3/14/§1]
2020.03.01	Commencement of the pupillage of Ms. Yeung Sheung Kwan Natalie (“ Ms. Yeung ”) with the Respondent	[B/4/18/§1]
2020.05.31	End of Ms. Yeung’s pupillage with the Respondent	[B/4/18/§1]
2020.12.01	Commencement of the pupillage of Mr. Yip Ka Chai Jimmy (“ Mr. Yip ”) with the Respondent	[B/5/23/§1]
2021.02.28	End of Mr. Yip’s pupillage with the Respondent	[B/5/23/§1]
2021.03.01	Commencement of the pupillage of Mr. Chan King Fun Fergus (“ Mr. Chan ”) with the Respondent	[B/6/28/§1]
2021.03.09	Mr. Yip asked the Respondent on WhatsApp “Sifu, 我想問下關於我張 cheque for 3 month pupillage? 麻煩你。”. The Respondent replied that “今個星期太忙，完全冇時間搞。下星期過嚟攞得唔得?”.	[B/5/24/§4] & [C/19/81]

2021.03.22	Mr. Yip asked the Respondent on WhatsApp “師傅，請問今個星期方便嗎？”. The Respondent replied that “可能要今個禮拜四或者五左右”.	[B/5/24/§5] & [C/19/81]
2021.05.31	End of Mr. Chan’s pupillage with the Respondent	[B/6/28/§1]
2021.06.01	Commencement of the pupillages of Ms. Cho Siu Man Linda (“ Ms. Cho ”) and Ms. Lee Yan Yee Christie (“ Ms. Lee ”) with the Respondent	[B/7/33/§1] [B/8/37/§1]
2021.08.31	End of Ms. Cho’s and Ms. Lee’s pupillages with the Respondent	[B/7/33/§1] [B/8/37/§1]
2021.09.05	An email was sent from “pupils.of.enzo.chow@gmail.com” to the Bar Secretariat and the Standing Committee on Discipline to complain about the Respondent’s failure to pay monthly honorarium to his former pupils	[D/31/136]
2021.09.09	The Chairman of the Standing Committee on Discipline of the Hong Kong Bar Association (the “ Chairman ”) issued letters to the Respondent’s former pupils to inquire whether the Respondent paid them the monthly honorarium	[D/32-40/137-154]
2021.09.10	The Respondent contacted Mr. Yip, Ms. Yeung, Mr. Chan and Mr. Cheng respectively through WhatsApp asking when they will be free to collect a cheque from him	[B/5/24/§7] & [C/19/82], [B/4/19/§5] & [C/13/66], [B/6/29/§6] & [C/21/90], [B/3/15/§6] & [C/11/61]
2021.09.13	Mr. Yip met the Respondent and collected an undated cheque in the sum of HK\$18,000 for payment of his monthly honorarium Mr. Chan met the Respondent and collected a cheque in the sum of HK\$18,000 for payment of his monthly honorarium	[B/5/24/§8] [B/6/30/§7]
2021.09.14	Ms. Yeung met the Respondent and collected an undated cheque in the sum of HK\$18,000 for payment of her monthly honorarium	[B/4/20/§6]

2021.09.15	Mr. Cheng met the Respondent and collected an undated cheque in the sum of HK\$18,000 for payment of his monthly honorarium	[B/3/15/§6]
In or around mid-September 2021	Ms. Lee met the Respondent and collected a cheque in the sum of HK\$18,000 for payment of her monthly honorarium	[B/8/37-38/§3]
2021.09.17	Mr. Yip messaged the Respondent on WhatsApp, stating that “Sifu, I realised that the date of the cheque you just gave me on Monday was unfilled”. The Respondent asked him “Do you have any problem of depositing it?”. Mr. Yip answered “I haven’t tried because I see the date was blank”. The Respondent stated “Just let me know if there is any problem”.	[B/5/25/§9] & [C/19/84]
2021.09.20	The Respondent contacted Ms. Cho through WhatsApp asking her when she would be free collect the cheque for payment of her monthly honorarium	[B/7/34/§4] & [C/23/95]
2021.09.28	Letter from the Chairman to the Respondent to inquire whether the latter had paid monthly honorarium to his former pupils	[D/66/216-217]
2021.09.30	Ms. Cho met the Respondent and collected a cheque dated 8 September 2021 in the sum of HK\$18,000 for payment of her monthly honorarium	[B/7/34/§5]
2021.10.11	Reply letter from the Respondent to the Chairman enclosing various cheque stubs recording the issuance of cheques to Mr. Cheng, Ms. Yeung, Mr. Yip, Mr. Chan, Ms. Cho and Ms. Lee	[D/67/218-225]
2021.10.26	Letter from the Chairman to the Respondent for further clarifications on the cheques issued to Ms. Yeung and Mr. Yip	[D/68/226-227]
2021.11.09	Reply Letter from the Respondent to the Chairman	[D/69/228-229]
2022.01.21	Letter from the Honorary Secretary of the Hong Kong Bar Association to the Respondent informing him that the matter	[D/70/230-231]

	would be referred to the Tribunal Convenor for disciplinary inquiry	
2024.06.24	The Applicant lodged the Complaints (the “ Complaints ”)	[A/1/1-7]
2024.07.12	Constitution of the Barrister Disciplinary Tribunal to inquire into the Complaints	

Dated 5th day of February 2025.

(Signed)

~~Messrs. Keith Lam Lau & Chan~~
Solicitors for the Applicant

(Signed)

~~Messrs. Cheung Yeung & Lee~~
Solicitors for the Respondent

IN THE BARRISTERS DISCIPLINARY TRIBUNAL

BETWEEN

THE BAR COUNCIL

Applicant

and

CHOW WAI HUNG ENZO

Respondent

AGREED LIST OF ISSUES

1. In respect of Complaints 1 to 6:

(1) Whether the Respondent was in breach of paragraph 11.9A of the Code of Conduct of the Bar of the Hong Kong Special Administrative Region (the “**Bar Code**”) by failing to pay a monthly honorarium to the following pupils at all stages of their respective pupillages with him without reasonable excuse:

- (i) Mr. Cheng Yu Hin (“**Mr. Cheng**”);
- (ii) Ms. Yeung Sheung Kwan Natalie (“**Ms. Yeung**”);
- (iii) Mr. Yip Ka Chai Jimmy (“**Mr. Yip**”)
- (iv) Mr. Chan King Fun Fergus (“**Mr. Chan**”);
- (v) Ms. Cho Siu Man Linda (“**Ms. Cho**”); and
- (vi) Ms. Lee Yan Yee Christie (“**Ms. Lee**”).


(2) If so, whether the Respondent’s breach or breaches amount to professional misconduct or a breach of professional standards under paragraph 11.13 of the Bar Code?

2. In respect of Complaint 7:

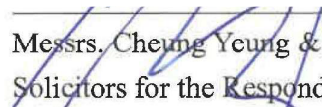
- (1) Did the Respondent provide the cheque stubs enclosed in his letter to the Chairman of the Standing Committee on Discipline of the Hong Kong Bar Association dated 11 October 2021, knowing that the dates of issuance of the cheques drawn in favour of Mr. Cheng, Ms. Yeung and Mr. Yip recorded on the cheque stubs are false and inaccurate?
 - (2) If so, whether the Respondent's conduct was dishonest or otherwise discreditable to a barrister under paragraph 4.1(b)(i) of the Bar Code?
3. If the Complaints (or any of them) are established, what are the appropriate orders to be made against the Respondent under section 37 of the Legal Practitioners Ordinance (Cap. 159)?

Dated 5th day of February 2025.

(Signed)


Messrs. Keith Lam Lau & Chan
Solicitors for the Applicant

(Signed)


Messrs. Cheung Yeung & Lee
Solicitors for the Respondent