

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

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COMPLAINTS

Dated 24th June 2024

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