

**ANNEX C:  
EXAMPLES OF INACCURATE STATEMENTS FROM THE BOOK**

**(1) Mrs LSF and Mr LHY have not been cleared of all impropriety**

Mr Thomas claims that Mrs LSF and Mr LHY have been “cleared of all suspicion of improper motives or manipulations vis-à-vis Lee Kuan Yew and his will”.

The C3J and the DT however said otherwise. Mrs LSF and Mr LHY had lied under oath and acted dishonestly.

Mr Thomas' statements	C3J and DT Report
<ul style="list-style-type: none"> <li><b>Mrs LSF lied under oath and acted dishonestly</b></li> </ul>	
<p><b>pp 11, 40</b> Lee Suet Fern ... has been cleared of all suspicion of improper motives or manipulations vis-à-vis Lee Kuan Yew and his will.</p> <p><b>p 40</b> The mainstream media has unsurprisingly focussed on LSF's charge and 15-month suspension, thereby, consciously or not, distracting members of the public from the fact that she has been <b>cleared of all ill intent</b>.</p>	<p><b>C3J at [101]</b> we also agree with and affirm the DT's finding that the Respondent's evidence on this issue, which echoed Mr LHY's, was similarly <b><u>untrue</u> and to be rejected</b>.</p> <p><b>C3J at [103]</b> The Respondent also claimed in her AEIC that after she received the Draft Last Will from Mr LHY (an assertion which we have just found to be untrue (see [101]–[102] above)), she did not even open it before forwarding it to the Testator. ... [W]e agree with the DT that it is <b>implausible and ultimately incredible</b> that the Respondent did not even open the Draft Last Will before forwarding it to the Testator ...</p> <p><b>C3J at [151]</b> after the disciplinary proceedings were initiated, the Respondent adopted the position, which the DT rejected and which we too have <b>rejected as false</b>, that it was her husband who had forwarded the Draft Last Will to her</p>

	<p><b>C3J at [159(b)]</b>  ... <u>[T]he Respondent did act with a degree of dishonesty in the disciplinary proceedings</u>, in that she sought to downplay her participation in the preparation and execution of the Last Will by giving a contrived and ultimately untrue account of her role, in particular, as regards the circumstances which led her to send the 7.08pm email on 16 December 2013 and how she obtained the Draft Last Will attached to that email. ...</p> <p><b>DT Report at [618]</b>  The Respondent was a <u>deceitful witness</u>, who tailored her evidence to portray herself as an innocent victim who had been maligned. This was a façade. She lied to the AGC and she lied to us. <b>Before us, she lied or became evasive whenever she thought that it was to her benefit to lie or evade.</b></p>
<ul style="list-style-type: none"> <li>• <b>Mr LHY lied under oath and acted dishonestly</b></li> </ul>	
<p><b>pp 11, 40</b>  <b>Lee Hsien Yang ... has been cleared of all suspicion of improper motives or manipulations vis-à-vis Lee Kuan Yew and his will.</b></p>	<p><b>C3J at [101]</b>  ... [W]e agree with and affirm the DT’s finding that <b>Mr LHY was not telling the truth</b> when he said that he was the one who had forwarded the Draft Last Will to the Respondent.</p> <p><b>DT Report at [491] and [496]</b>  <b>Mr LHY admitted in cross-examination that aspects of these posts “could be misleading” and “inaccurate”. These assertions are in fact untrue, and dishonest,</b> for the reasons set out earlier ...</p> <p><b>Mr LHY’s explanations for the untruths in his posts were not credible.</b> He gave the same reason that he had cited in the context of his correspondence with the MC ... - namely, that he had not written these posts “with the level of care which a legal affidavit</p>

	<p>requires". But in fact, <b>this was not a case of carelessness. Mr LHY knew the true facts. He admitted that some of his statements were inaccurate.</b></p> <p><b>DT Report at [619]</b>  <b>Mr LHY's conduct was <u>equally deceitful</u>.</b> He lied to the public, he lied to the MC, and he lied to us. <b>He tried to hide how he and his wife had misled his own father, Mr Lee, on the Last Will.</b> He had no qualms about making up evidence as he went along. We found him to be <b>cynical about telling the truth.</b></p>
<ul style="list-style-type: none"> <li>• They lied under oath and acted dishonestly</li> </ul>	
<p><b>pp 11, 40</b>  <b>Lee Suet Fern ... (and by association Lee Hsien Yang) has been cleared of all suspicion of improper motives or manipulations vis-à-vis Lee Kuan Yew and his will.</b></p>	<p><b>DT Report at [233]–[234]</b>  They both drew distinctions between statements to the MC on the one hand, and court documents on the other and in the case of Mr LHY, he went further and made a further distinction with IPO documents. They said that different standards of care and precision apply between the two, because the former are merely in the nature of “optional explanations”. This was said by reference to both public and private statements made by Mr LHY. <b>In plain language, <u>the effect of what they said is this: Mr LHY may make untrue statements, in public and in private, whenever there is no legal penalty for telling untruths; his public and private statements cannot be relied upon to be accurate.</u></b> This is a surprising statement.</p> <p>We do not find these explanations credible.</p> <p><b>DT Report at [588]</b>  Considered in totality, the Respondent’s conduct was quite dishonest. <b>Mr LHY’s and her conduct demonstrated a <u>calculated attempt</u> to:</b></p> <ol style="list-style-type: none"> <li>(a) <b>Ensure that Mr Lee executed the Last Will as quickly as possible, without due regard for Mr Lee’s wishes, and</b></li> <li>(b) <b><u>Hide their wrongdoing</u> in having done so.</b></li> </ol>

**DT Report at [592]**

Having procured the Last Will through these improper means, **she and Mr LHY then fabricated a series of lies and inaccuracies, to perpetuate the falsehood that Ms KKL had been involved in the Last Will, and hide their own role in getting Mr Lee to sign the Last Will and their wrongdoings ...**

**DT Report at [610]**

Mr LHY and the Respondent tried to explain away their conduct, the contemporaneous documentary evidence and other surrounding evidence, and even their own previous statements. **Their explanations ranged from the improbable, to the patently contrived, to the downright dishonest.**

**DT Report at [612(b)]**

**Mr LHY lied to the public about how the Last Will was drafted. He admitted to us that some of his statements were inaccurate.** He said his public statements could be inaccurate because they are not sworn statements, and thus he may not look at them carefully. **The Respondent adopted, in her Defence, what Mr LHY had said publicly (which was untrue). That was dishonest.**

**DT Report at [617]**

In essence, an **elaborate edifice of lies** was presented, both on oath (through Mr LHY and the Respondent's Affidavits, and on the witness stand), and through their public and other statements, (which were referred to/relied upon during the Disciplinary Proceedings). **The Affidavits were contrived to present a false picture. Several of the lies were quite blatant.**

**(2) Mrs LSF acted with complete disregard for Mr LKY’s interests**

Mr Thomas claims that Mrs LSF made an “innocent mistake” in sending Mr LKY a different version of the will.

However, the C3J and the DT found that Mrs LSF had acted with complete disregard for Mr LKY’s interests. This was improper, unacceptable, and grossly negligent – it was no innocent mistake.

Mr Thomas’ statements	C3J and DT Report
<p><b>pp 11, 37</b> in following Lee Kuan Yew’s orders Lee Suet Fern was also found to have made one <b>error</b>, which reflects an <b>oversight</b>, not ill-intent</p> <p><b>p 29</b> instead of sending LKY the final version of the first will, LSF mistakenly sent him another version that was missing several clauses that were in the final version. ... <b>LSF ostensibly believed that she had correctly followed LKY’s instructions because she “wouldn’t have dared”</b> send him the e-mail otherwise.</p> <p><b>p 39</b> It appears as if LSF made an <b>innocent mistake</b>, in not realising that the “original agreed will” she had was not the actual first will.</p>	<p><b>C3J at [103]</b> We also find that she was <b>in no position to make any representation</b> to the effect that the Draft Last Will was the same as the actual version of the First Will, given that the executed version of the First Will was never in her hands. Despite this, <b>she did make such a representation, which was in fact false.</b></p> <p><b>C3J at [150]</b> In this case, the Respondent not only failed to act with prudence, but in fact <b>acted with complete disregard for the interests of the Testator</b>, and failed at all stages to alert him to the fact that the representations which she had made about the Draft Last Will and which he was relying on were unverified. In those circumstances, the Respondent’s failure to put a stop to her husband’s efforts to procure the execution of the Last Will with unseemly haste can only be described as <b>improper and unacceptable</b>. To put it at its highest for the Respondent, she <b>blindly followed the directions of her husband, a significant beneficiary under the very will whose execution she helped to rush through.</b></p> <p><b>C3J at [153]</b> As the DT observed at [531] of its GD, <b>the Respondent “focused primarily on what her husband wanted done”, and “worked together with Mr LHY, with a singular purpose, of getting [the Testator] to execute the Last Will quickly”</b>. In the result, the checks required to ensure that the Testator achieved his wish of re-executing his</p>

First Will were simply not carried out. The **Respondent's lack of due diligence** is demonstrated most clearly by her sending the Draft Last Will to the Testator without even checking whether it was the final draft of the First Will that she had in her possession ... In essence, **the Respondent simply focused on doing what Mr LHY wanted her to do without considering the Testator's interests at all.** This is reinforced by the fact that after the Last Will was executed, the Respondent asked Mr LHY, rather than the Testator, what she should do with the two original copies of it. **The Respondent's failure to have due regard to the Testator's interest is a grave failure on her part even in the absence of an implied retainer.**

**C3J at [158(c)]**

The Respondent was, at the material time, a solicitor of more than 30 years' standing. While this was the first blemish in the course of a long career, her significant experience rendered her conduct **wholly unacceptable and inexcusable.**

**C3J at [159(a)]**

... [T]he Testator was ultimately led by Mr LHY, **with the Respondent's knowledge,** to rely solely on the Respondent's crucial representations that the Draft Last Will was the First Will and could be used for execution, **which representations turned out to be untrue.**

**C3J at [159(b)]**

there is **no doubt that it was clearly imprudent and grossly negligent** for the Respondent to have held out the representations that she made about the Draft Last Will as true.

**DT Report at [531]**

**The evidence shows that the Respondent ... abused her position to further Mr LHY's wishes that the Last Will be executed hurriedly ...** The Respondent's conduct in taking instructions from Mr LHY on the arrangements relating to and arising from the execution of the Last Will is, in the Tribunal's view, an aggravating factor which increases the egregiousness of her conduct. ... The Respondent testified that she

followed Mr LHY's directions as she was an "*obedient wife*". But **her statement, that she was an "*obedient wife*" shows her mindset on 16 and 17 December 2013: that she focused primarily on what her husband wanted done, though her duties were owed to Mr Lee. She worked together with Mr LHY, with a singular purpose, of getting Mr Lee to execute the Last Will quickly.**

**DT Report at [565]**

... The Respondent: (a) Did **not** have a proper discussion with Mr Lee to ascertain his wishes; (b) Did **not** take the required steps to herself ensure that Mr Lee's wishes were properly reflected; and (c) Primarily focussed on ensuring that **her husband's and her desire** to get a will executed by Mr Lee quickly – which contained terms which had **not** been discussed with Mr Lee, and on which he was **not** advised.

**DT Report at [607]**

The Respondent **gave the briefest of advice to Mr Lee, and did not alert Mr Lee to all the differences** between what Mr Lee had earlier wanted and what the Last Will actually provided for.

**DT Report at [609]**

Mr Lee, who was very frail and in poor health, was **misled by the very people whom he trusted:** his son, Mr LHY, and **daughter-in-law, the Respondent.**

**(3) Mr LHY's act of cutting out Ms KKL from communications with Mr LKY on the Last Will was disturbing and troubling**

Mr Thomas suggests that Mr LHY's exclusion of Ms KKL from communications with Mr LKY on the Last Will was not "shady behaviour".

However, the C3J and the DT were disturbed by Mr LHY's actions.

- Mr LHY could not have known that Mr LKY would agree to exclude Ms KKL, as she was the solicitor who had attended to all Mr LKY's previous wills, and Mr LKY evidently wanted her to be involved in the execution of the Last Will.
- Further, the C3J noted that Mr LHY had procured the execution of Mr LKY's Last Will in an "unseemly rush", and had led Mr LKY to rely on Mrs LSF's untrue representations.

Mr Thomas' statements	C3J and DT Report
<p><b>p 30</b>  Note: Much has been made about LHY's decision to take Kwa Kim Li off the above e-mail thread, <b>as if this reflects shady behaviour</b>. I might have given more credence to that theory if he had also taken off Wong Lin Hoe. But he didn't. LKY's personal secretary, a neutral, non-family member from the Prime Minister's Office, was privy to all deliberations regarding the signing of the last will.</p>	<p><b>C3J at [110]–[111]</b>  What happened next is <b>disturbing</b> and critically important. At 7.31pm on 16 December 2013, <b>Mr LHY sent the Testator an email which was copied to the Respondent and Ms Wong, but which simultaneously removed Ms Kwa from the list of addressees</b> (see [17] above). In that 7.31pm email, Mr LHY informed the Testator that he could not contact Ms Kwa, and that he did not think it was wise for the Testator to wait until Ms Kwa was back before executing the Last Will. He also said that the Respondent could arrange for witnesses for the Testator's execution of the Last Will, which was all that was left to be done.</p> <p>We find several aspects of this email <b>troubling</b>. First, <b>Mr LHY could not have known at that stage that the Testator would agree to the exclusion of Ms Kwa, who, we reiterate, was the solicitor who had attended to all of his previous wills, and who he evidently wanted to be involved in the execution of the Last Will</b> (see [89(b)] above). Yet, Mr LHY removed Ms Kwa from the list of addressees in this email. Second, Mr LHY said that he "[didn't] think it [was] wise to wait till [Ms Kwa was] back"<sup>128</sup> before executing the Last Will. However, <b>it does not appear that Mr LHY had checked with anyone when Ms Kwa would be contactable or when she would be back. In fact, the evidence shows that Ms Kwa was very much contactable ...</b></p> <p><b>C3J at [130]</b>  the <b>Testator had been encouraged by Mr LHY to sign the Last Will without waiting for Ms Kwa to be back</b>, and he did so believing the Respondent's representation that the Draft Last Will was identical to the First Will, such that all that remained to be done was for him to sign the engrossed version of the draft before two witnesses.</p>

**C3J at [150]**

the Respondent's failure to put a stop to her husband's efforts to procure the execution of the Last Will with unseemly haste can only be described as improper and unacceptable

**C3J at [159(a)]**

... [T]he Testator was ultimately led by Mr LHY, with the Respondent's knowledge, to rely solely on the Respondent's crucial representations that the Draft Last Will was the First Will and could be used for execution, **which representations turned out to be untrue.**

**DT Report at [605(f)]**

... The Respondent and Mr LHY knew that Ms KKL was away. Mr LHY told Mr Lee that he should not wait for Ms KKL to settle the new Will. The Respondent was on that email. **They persuaded Mr Lee to sign the draft Last Will, without Ms KKL.** Mr LHY told Mr Lee that the Respondent's firm, Stanford [*sic*] Law, could handle the matter. Mr LHY removed Ms KKL from the email correspondence (after the Respondent's initial email of 7.08pm), even before Mr Lee agreed to use another lawyer for the Last Will. **Ms KKL was then cut out of the discussions.**

**DT Report at [607]**

The facts expose **an unsavoury tale.** The Respondent and Mr LHY, on 16 December 2013, persuaded their aged father-in-law/father, Mr Lee (then a 90-year-old man in poor health, who had recently been hospitalised for several weeks, with serious medical conditions), to sign a new Will without his usual lawyer (Ms KKL), to advise him. **They cut off that lawyer (Ms KKL) from communications with Mr Lee on the Last Will, and rushed through the execution of the Last Will, in her absence.** ...

**DT Report at [609]**

**Mr Lee, who was very frail and in poor health, was misled by the very people whom he trusted: his son, Mr LHY, and daughter-in-law, the Respondent.**

**(4) Mr LKY did not sign the will that he wanted to sign**

Mr Thomas asserts that Mr LKY signed the will that he wanted to sign.

However, the C3J and the DT found that, misled by Mr LHY and Mrs LSF, Mr LKY signed a will which was not what he had wished to sign.

<b>Mr Thomas' statements</b>	<b>C3J and DT Report</b>
<p><b>pp 11, 34</b> Lee Kuan Yew was of sound mind and signed the last will, line by line, that <b>he wanted to sign</b></p> <p><b>p 33</b> Still, did LKY get the draft will that he wanted? We know that he carefully read the draft that LSF had sent him, and signed it in the morning on 17 December 2013. Moreover, later that same evening, he re-read the will. He then subsequently asked his personal secretary to forward it on to Kwa Kim Li as “the agreement between the siblings”.</p>	<p><b>C3J at [116]–[118]</b> ... although he did read the Last Will before he signed it, <b>it is idle, if not misleading, to suggest that he would have known whether or not it was a true and faithful reproduction of the First Will.</b> In truth, he was not in a position to compare it with the First Will to check whether there were any differences between them, and if there were, to consider whether any of the differences were material to him.</p> <p>... <b>the Testator could not possibly have been expected to recall from memory the contents of the First Will</b>, and, thus, would not have been able to tell whether there were any differences between the terms of the Last Will and those of the First Will.</p> <p>In the absence of any evidence to show that the Testator even knew that there were differences between the First Will and the Last Will, <b>there is no basis at all for concluding that he would have been content with signing a will that was merely broadly similar to the First Will if he had wanted specifically to revert to the First Will, and all the more so without having had the opportunity to discuss this with his regular solicitor, Ms Kwa. ...</b></p> <p><b>C3J at [154]</b> Because the Respondent simply followed her husband’s wishes without considering the Testator’s interest, <b>the Testator ended up signing the Last Will without being</b></p>

aware that it was in fact not the **First Will** which he had evidently expressed a **wish to re-execute**. The Respondent's inaccurate representations about the Draft Last Will (as outlined at [104(d)] above) contributed to the Testator's decision to proceed with its execution without waiting for Ms Kwa to be back, in the belief that in executing the Last Will, he was in effect re-executing the First Will.

**C3J at [161]**

As for the harm caused in this case, the material harm was that **the Testator ended up signing a document which was in fact not that which he had indicated he wished to sign.**

**DT Report at [561]**

... **[I]t is no answer to say that Mr Lee read through the Last Will. He was given a document and given false assurances about it. He trusted the Respondent.** He read it, and signed it. But was he aware that this Will was very different from what he had discussed with Ms KKL just four days earlier? **Did he remember, for example, that four days earlier, he had not wanted to include the Demolition Clause?** Did he, for example, remember that the Penultimate Will did not have the Demolition Clause?

**DT Report at [605(g)–(k)]**

(g) **Mr LHY and the Respondent made all the arrangements for the execution of the Last Will.** They took steps to have lawyers from the Respondent's law firm, Stamford Law, engross and witness the Last Will for Mr Lee, hurriedly.

(h) Mr Lee was 90 at that time, very frail and in poor health. He had been hospitalised in the preceding weeks. **Mr Lee agreed to sign the Last Will, because he trusted the Respondent (whom he had instructed), and whom he was told prepared the Last Will, and believed that what she told him was true.** He was not advised by any other lawyer before he signed the Last Will.

(i) **The Respondent misled Mr Lee on the terms of the Last Will.** She told him that the draft Last Will was the same as the First Will executed by Mr Lee in 2011. That was untrue. This is not in dispute. Such misleading is in breach of a solicitor's duties.

(j) The Respondent did not advise Mr Lee on the differences between the draft Last Will that she gave him, and Mr Lee's Sixth (or Penultimate) Will. **He was not advised that the draft Last Will ... [i]nserted a Demolition Clause (which was not in the Penultimate Will) – even though three days earlier, Mr Lee was not going to have such a clause ...**

(k) **The Respondent did not alert Mr Lee to any of these changes.** Nor did she find out what Mr Lee had agreed with Ms KKL, or confirm with Mr Lee that he indeed wanted to make these changes to the Penultimate Will, or check if there were any other changes that he wanted to make. This is in direct contravention of the legal requirements on solicitors.

**DT Report at [607]**

The facts expose **an unsavoury tale. The Respondent and Mr LHY, on 16 December 2013, persuaded their aged father-in-law/father, Mr Lee (then a 90-year-old man in poor health, who had recently been hospitalised for several weeks, with serious medical conditions), to sign a new Will without his usual lawyer (Ms KKL), to advise him.** They cut off that lawyer (Ms KKL) from communications with Mr Lee on the Last Will, and rushed through the execution of the Last Will, in her absence. **The Respondent took over as the lawyer to prepare the Last Will and advise Mr Lee, and misled Mr Lee on the terms of the Last Will that he was going to sign. Mr Lee was persuaded into signing the Last Will within 16 hours** – the Respondent sent a draft of the Last Will at 7.08pm on 16 December 2013 and it was signed at 11.10am on 17 December 2013. The Will that Mr Lee signed was **very different** from both the Penultimate Will, and the proposed Codicil (that Mr Lee had discussed and agreed with Ms KKL, on 13 December 2013, four days before he signed the Last Will prepared by the Respondent). **The Respondent gave the briefest of advice to Mr Lee, and did not alert Mr Lee to**

	<b>all the differences between what Mr Lee had earlier wanted and what the Last Will actually provided for.</b>
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**(5) Mr LKY did not have discussions with Ms KKL about reinserting the Demolition Clause into the Last Will, and was not advised by Mrs LSF that the Last Will reinserted the Demolition Clause**

Mr Thomas states that the Last Will was based on Mr LKY’s orders and suggests that Mr LKY had made a conscious decision to include the Demolition Clause in his Last Will.

However, the C3J and the DT found that:

- Up to three days before signing the Last Will, Mr LKY had not discussed with Ms KKL about replacing his Sixth Will with another will, nor about reinstating the Demolition Clause in particular; and
- Mrs LSF did not tell Mr LKY that the Last Will reinserted the Demolition Clause.

Mr Thomas’ statements	C3J and DT Report
<p><b>pp 10, 16</b>            ...he ultimately decided that he still wanted the house demolished, <b>which is why he included a Demolition Clause</b> in his first will, and, most importantly, in his seventh and last will.</p> <p><b>p 17</b>            LKY wanted to sign his seventh and last will, in which <b>he re-inserted the Demolition Clause</b> ... Armed with the truth, <b>he put [the Demolition Clause] back in.</b></p>	<p><b>C3J at [11]</b>            As at 13 December 2013, which was three days before the Testator received from the Respondent a draft of what became his last will, the Testator’s professed intention that had been discussed over a two-week period with his solicitor, Ms Kwa, was to execute a codicil to his Sixth Will that would: (a) revert to leaving his estate to his three children in equal shares; and (b) make provision for two carpets to be bequeathed to Mr LHY. While there had been discussions about making provision for any escalation of the value of the Oxley House in the event that it was “de-gazetted”, <b><u>there had been no discussions about replacing the Sixth Will with another will, nor about reinstating either the First Will as a whole or the Demolition Clause in particular.</u></b></p> <p><b>C3J at [95]</b>            We note that the Testator’s decision to revert to the First Will marked a change in the position which he had arrived at as at 13 December 2013 following his discussions with Ms Kwa about the changes that he wished to make to the Sixth Will. As we</p>

mentioned at [11] above, although the Testator had decided by 13 December 2013 to revert to leaving his estate to his three children in equal shares (among other things), **his discussions with Ms Kwa had not extended to replacing the Sixth Will with another will, nor to reinstating either the First Will as a whole or the Demolition Clause in particular.**

**C3J at [113]**

Despite the exclusion of Ms Kwa, the Respondent, a senior solicitor with a wealth of experience, aligned herself with her husband's position that all that remained to be done was for the Testator to sign the Last Will before two witnesses. This was despite the fact that the Respondent must have known or appreciated, or, at the very least, must be taken to have known or appreciated, that had Ms Kwa been involved as the Testator had originally intended, there were a number of things that Ms Kwa would have had to do as the Testator's solicitor ... **The most basic of these was verifying that the Testator was being presented with the document that he actually wished to sign, something that the Respondent must have known she could not be sure of**, especially since she had not even checked whether the Draft Last Will was the final draft of the First Will that she had in her possession. At this stage, and in these circumstances, it is simply untenable that the need for caution, restraint and circumspection did not strike the Respondent. ...

**DT Report at [537]–[538]**

... In the Fifth and Sixth (or Penultimate) Wills, the Demolition Clause was removed completely. Thus, **the Respondent should have checked with Mr Lee: did he want the Demolition Clause reinserted, when he had removed them from his immediately preceding two Wills?**

The Respondent did not do this. **She did not tell Mr Lee that the Demolition Clause (which had been removed in the Penultimate Will) had been reinserted in the draft Last Will that she sent to Mr Lee.** ...