THE PARALEGAL DESK

The law of obligations — contract, tort and restitution

A printable reference pack for Hong Kong paralegals and legal executives.

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1. The law of obligations

Reference edition, fees checked to 14 November 2026. Educational material only, not legal advice. Fees, time limits and practice directions change: verify against the current ordinance, practice direction or registry guidance before relying on anything in this pack for a live matter.

The law of obligations

CONTRACT, TORT AND RESTITUTION

This page is the framework the rest of the desk assumes: how an obligation arises, what discharges it, what remedy follows, and how long you have. The civil procedure page takes the claim from writ to enforcement; this page is what has to be proved before any of that begins.

THE THREE QUESTIONS THAT DECIDE THE FILE

Which obligation? A claim in contract needs a contract, a term and a breach. A claim in tort needs a duty, a breach and damage. A claim in restitution needs an enrichment that the law says is unjust. Plead the wrong one and the limitation period, the measure of damages and the defences all change.

Who promised what? A representation that induced a contract is not a term of it; a term in a standard form may be excluded by statute; a statement by an agent may bind the principal or may not. Read the document before you characterise the promise.

When did time start? Six years for contract and tort, three years for personal injury, twelve for a deed — counted from the breach, the damage or the execution, not from when the client noticed.

1 Three sources of obligation

What each source requires, and what it gives

	Contract	Tort	Restitution
Arises from	A promise the law will enforce — offer, acceptance, consideration, intention, certainty	A duty imposed by law, independent of any promise — care, not to trespass, not to defame	A benefit transferred without a basis the law recognises, or a basis that has failed
Prove	The contract, its terms, performance or breach, and loss	Duty, breach, causation, damage of a kind the law recognises	Enrichment, at the claimant's expense, and a recognised ground of restitution
Usual remedy	Damages for the expectation — put the claimant where performance would have put him — or specific performance	Damages to restore the claimant to the position before the wrong	Repayment of the value received, or a quantum meruit for work done
Typical file	Unpaid invoices, defective goods, a broken sale and purchase, a service not delivered	Personal injury, professional negligence, a collapsed building, a defamatory article	Money paid under a mistake, a deposit on a failed transaction, work done without a contract
Limitation	6 years from breach; 12 years if by deed	6 years; 3 years for personal injury	6 years, though the start date is often the dispute

The same facts often support two or three claims at once, and that is a pleading decision, not a labelling one. A solicitor who negligently drafts a will can be sued in contract by the client and in tort by the disappointed beneficiary — different claimants, different limitation dates, different defences.

2 Forming a contract

Hong Kong contract law is common law, inherited through Article 8 of the Basic Law and unmodified by any general code. The elements are familiar; the traps are not.

The five elements, and where each one fails

Element	What satisfies it	How it fails
Offer	A definite promise on stated terms, capable of acceptance without further negotiation	An invitation to treat — a price list, a shop display, a tender invitation, an advertisement. There is no contract until someone offers
Acceptance	Unqualified agreement, communicated to the offeror	A counter-offer destroys the original offer. Silence is not acceptance. A "yes" that adds a term is a new offer
Consideration	Something of value moving from each side — a promise, a payment, forbearance	Past consideration. A promise to do what one is already bound to do. A nominal sum recited but never paid
Intention	The parties intended legal relations	Family and social arrangements, and letters of comfort that say they are not binding
Certainty	Terms certain, or capable of being made certain — a formula, a market price, an arbitration	"Subject to contract", an agreement to agree, a price "to be negotiated"

Two Hong Kong qualifications matter in practice. First, "subject to contract" is effective: negotiations conducted on that basis do not bind, and the later formal document is the contract. Second, an electronic contract is made when acceptance is received in the offeror's system, and the Electronic Transactions Ordinance (Cap 553) puts electronic records and signatures on the same footing as writing, subject to the exceptions in its Schedule 1 — which include wills, trusts and conveyances.

3 Terms, exemption clauses and the statutory controls

What a clause is, and what can be done about it

Clause	Legal character	Control
Condition	A term so important that breach entitles the innocent party to terminate and claim damages	Nothing to control — it is the bargain
Warranty	A term whose breach sounds in damages only	Nothing to control
Intermediate term	Termination only if the breach deprives the innocent party of substantially the whole benefit	The argument is usually about which category applies
Exemption or limitation clause	Excludes or caps liability	Must be incorporated before the contract is made, and construed strictly against the party relying on it
Liquidated damages	A genuine pre-estimate of loss	If it is a penalty — a threat to secure performance — it is unenforceable, and only the real loss is recoverable
Entire agreement clause	Records that the document is the whole agreement	Does not defeat a claim in misrepresentation for a statement outside it, whatever the clause says

The Control of Exemption Clauses Ordinance (Cap 71) does the work that the common law cannot. A clause excluding liability for death or personal injury caused by negligence is void. A clause excluding or restricting liability for other negligence, or for breach of the implied terms in a consumer contract, is subject to the requirement of reasonableness. The Sale of Goods Ordinance (Cap 26) implies the terms that make a sale work — title, description, fitness for purpose, merchantable quality — and the parties cannot exclude those in a consumer sale.

THE INCORPORATION RULE IN ONE LINE

An exemption clause does nothing unless it was part of the contract before it was made: a term on the back of an invoice that arrives after the goods is too late, and a term in a document the other side never saw is not a term at all.

4 Breach and remedies

- **Identify the term broken**Condition, warranty or intermediate term — because only a breach of condition, or a sufficiently serious breach of an intermediate term, allows termination.
- **Decide whether to terminate**Termination is communicated, brings future obligations to an end and does not destroy the right to damages for what has already happened. Elect quickly: affirm the contract and the right to terminate is lost.
- **Measure the loss**Expectation loss for contract — what performance would have been worth. Reliance loss where expectation cannot be proved. Restitution where the contract has been wholly undone.
- **Apply remoteness**The loss must arise naturally, or be within the parties' contemplation at the time of contracting. Consequential losses need to be pleaded as such.
- **Mitigate**The claimant must take reasonable steps to reduce the loss; what he fails to avoid is not recoverable, and what he spends reasonably doing so is.
- **Consider equity**Specific performance for land and unique goods; an injunction to restrain a breach of a negative covenant; rescission to unwind a contract induced by misrepresentation.
- **Check for a cap**A limitation clause, a liquidated damages figure, or a contractual notice requirement that has not been complied with.

5 When the contract is not the whole story

Vitiating factors — what they defeat, and what they give back

Factor	The test	Remedy	The trap
Misrepresentation	A false statement of fact that induced the contract — not opinion, not silence, unless there is a duty to disclose	Rescission, and damages where the statement was made fraudulently or negligently, or where it became a term	Rescission is lost once the contract is affirmed, the parties cannot be restored, or a third party has acquired rights
Mistake	A fundamental mistake about the subject matter or the identity of the other party, shared or induced	Rescission in equity, or rectification of the document	Common mistake is narrow: a bad bargain is not a mistake
Duress	Pressure that leaves no practical alternative — threats to the person, goods or economic interests	The contract is voidable	Lawful commercial pressure is not duress; the threat must be illegitimate
Undue influence	Abuse of a relationship of trust and confidence — presumed in certain relationships, proved otherwise	Voidable, with restitution of benefits	The burden shifts to the influencer to show the transaction was free
Unconscionability	One party takes advantage of the other's weakness at a price that shocks the conscience	Relief in equity, often setting aside or varying	Rare, and usually pleaded alongside undue influence
Illegality	Performance is illegal, or the contract is formed for an illegal purpose	The contract is unenforceable	The court will not assist a party who relies on his own illegality

6 Tort: the duties the law imposes

Negligence is the workhorse. The test is still the three-part one: a duty of care owed, a breach of the standard of the reasonable person in that position, and damage caused that is not too remote. In Hong Kong the duty question is answered by precedent and by the incremental approach, not by a free-standing test of fairness.

The torts that turn up in ordinary practice

Tort	What must be proved	Where it is used
Negligence	Duty, breach, causation, damage	Personal injury, property damage, professional negligence, defective work
Occupiers' liability	The occupier's duty of care to visitors under the Occupiers Liability Ordinance (Cap 314), in place of the common law rules	A fall in a shopping mall, a defective staircase in a factory
Nuisance	Substantial and unreasonable interference with the use and enjoyment of land	Noise, fumes, water, construction vibration
Trespass	Direct, intentional interference with land, goods or the person, without lawful justification	Entry on land, retention of goods, false imprisonment
Conversion and detinue	Dealing with another's goods inconsistently with his right to possession, or refusing to return them	Hire purchase disputes, goods held by a repairer, a bank's assertion of a lien
Defamation	Publication of a defamatory statement about the claimant, to a third party; defences under the Defamation Ordinance (Cap 21)	Media, online reviews, references, statements to regulators
Deceit	A false representation made knowingly, or recklessly, with intent to induce reliance	Fraudulent inducement, and claims that survive a contractual exclusion clause
Economic torts	Inducing breach of contract, conspiracy, intimidation, unlawful interference	Poaching a supplier's staff or customers, pressure on a counterparty

Personal injury claims carry the three-year period in section 27(4) of the Limitation Ordinance, and the court has a discretion to extend where the facts were not known and could not reasonably have been. Contributory negligence reduces the damages by the claimant's share of responsibility; it does not defeat the claim. A claim under the Fatal Accidents Ordinance (Cap 22) belongs to the dependants, and is separate from the estate's claim for the deceased's own losses.

7 Restitution: when nobody promised anything

Restitution asks whether the defendant has been enriched at the claimant's expense in circumstances that the law treats as unjust. The recognised grounds are a closed but growing list: a mistake, a failure of basis, duress, undue influence, exploitation of weakness, and the discharge of another's liability.

The restitution claims a paralegal will actually see

Claim	Typical facts	What defeats it
Money paid under a mistake	A double payment, a payment to the wrong account, an overpayment on an invoice	A change of position by the recipient, or a valid obligation to pay
Failure of basis	A deposit on a transaction that never completed; a payment for goods never delivered, where there is no contract to sue on	An entire contract that has been partly performed, or a contract that governs the consequences
Quantum meruit	Work done at the defendant's request without a concluded contract on price	A contract that covers the work, or free acceptance that cannot be shown
Recovery of benefits obtained by undue influence	A gift or transfer procured by pressure within a relationship of trust	Change of position, or a third party who took in good faith for value

8 Limitation: the date that decides the file

Limitation Ordinance (Cap 347) — the periods that matter

Claim	Period	Time runs from
Contract — simple contract	**6 years**	The breach, not the date of the contract or the date the loss was noticed
Contract — by deed (s 4(3))	**12 years**	The breach
Tort — general	**6 years**	The act, or the date damage is suffered if later
Tort — personal injury (s 27(4))	**3 years**	The injury, with a discretion to extend for latent damage
Recovery of land	**12 years**	Adverse possession begins, or the right to recover accrues
Recovery of money — judgment debt	**12 years**	The date of the judgment
Enforcement of a judgment — writ of execution	Leave needed after **6 years**	Order 46, rule 2 — a separate rule from limitation
Defamation	**1 year**, with a discretion to extend	Publication, subject to the Defamation Ordinance

THREE THINGS THAT RESTART THE CLOCK, AND ONE THAT DOES NOT

A written acknowledgment of the debt, signed by the debtor, restarts the period. A part payment restarts it as to the whole of the debt where the payment is made on account of it. A claim made in a second contract to pay a time-barred debt revives it. What does *not* stop time is a letter before action, negotiation, or a promise to pay that is not in writing.

9 The documents: a demand, a claim, a defence Obligations produce three documents before a court sees anything: a letter before action that sets out the claim, a statement of claim that pleads it, and a defence that answers it. The court forms are on the civil procedure page; these are the works that go behind them. Letter before action — a contract debt, with the limitation date statedSpecimen · example only From and toOur client Kinetic Engineering Limited to Sunfield Construction Limited, 8/F, Kin Ho Industrial Building, Tuen Mun — by email and by post The contractSupply agreement dated 3 February 2026 for precision components, 30-day payment terms, Hong Kong law and the courts of the HKSAR The debtThree invoices — HI-2026-041 for HK$1,120,000, HI-2026-052 for HK$980,000 and HI-2026-061 for HK$750,000 — delivered and accepted, unpaid Notice givenTwo reminders sent, on 14 May and 2 June 2027, and a telephone call on 20 June in which your Ms Lo acknowledged the debt but offered no date for payment The demandPayment of HK$2,850,000, contractual interest at 1% a month from each due date, and costs, by 14 August 2027 — 21 days from the date of the letter The consequenceA writ will be

issued without further notice, together with an application for summary judgment under Order 14, and interest and costs will be added LimitationSix years from each breach — the earliest invoice fell due on 5 March 2026, so the claim is in time until 5 March 2032, and the letter says so EnclosuresCopies of the three invoices, the delivery notes signed by your site supervisor, and the statement of account Without prejudiceA separate paragraph, marked without prejudice, offering 60 days to pay by instalments with interest waived if paid on time A letter before action is a limitation and costs document as much as a demand · state the sum, the interest, the deadline and the consequence · keep the without-prejudice offer in a separate letter if you want to be able to put the open letter in evidence Statement of claim — breach of contract, with the elements numberedSpecimen · example only HeadingDCCJ 5678/2027 — Kinetic Engineering Limited (plaintiff) v Sunfield Construction Limited (defendant) 1. The partiesThe plaintiff is a company carrying on business as a supplier of precision components; the defendant is a construction contractor 2. The contractBy a written agreement dated 3 February 2026 the plaintiff agreed to supply, and the defendant to buy, the components specified in Schedule 1 at the prices there stated, payment within 30 days of invoice 3. Express termsClause 4: payment within 30 days. Clause 9: interest at 1% a month on overdue sums. Clause 12: Hong Kong law and jurisdiction 4. Implied termsThat the defendant would pay the price within the time agreed, and that it would do all things necessary to enable the plaintiff to perform — pleaded because clause 6 made delivery conditional on site access 5. PerformanceThe plaintiff delivered the components on 10 March, 2 April and 5 May 2026; each delivery was accepted without qualification and signed for by the defendant's site supervisor 6. BreachThe defendant has failed to pay the three invoices, or any part of them, despite written demands dated 14 May and 2 June 2027 7. LossHK$2,850,000 in unpaid invoices, interest of HK$342,000 to the date of the writ under clause 9, and continuing interest at the judgment rate 8. LimitationThe claim is brought within six years of each breach (Cap 347, s 4(1)(a)) PrayerThe sum, interest, costs, and such further relief as the court thinks fit — with a statement of truth signed for the plaintiff One paragraph per element, so the defence cannot say it did not know the case · plead the term relied on, not the

whole contract · the statement of truth is mandatory (O.41A) and a pleading without it may be struck out Particulars of negligence — the schedule that carries a tort claimSpecimen · example only HeadingHCPI 884/2027 — LEUNG Wai Shan (plaintiff) v Golden Peak Property Management Limited (1st defendant) and Shun Hing Maintenance Company Limited (2nd defendant) The accident8 August 2024, at about 7.40 pm, the plaintiff fell on the common staircase of 22 Fort Street, North Point, when the handrail gave way DutyThe 1st defendant occupied and managed the building and owed a duty of care to visitors under the Occupiers Liability Ordinance (Cap 314); the 2nd defendant contracted to maintain the handrails and owed a duty to use reasonable care in doing so Breach — allegations(a) failing to inspect the handrail at any time in the preceding 12 months; (b) failing to repair the corroded bracket reported on 3 July 2024; (c) failing to warn; (d) failing to maintain a system of inspection and repair KnowledgeThe defendants knew or ought to have known of the corrosion: the report of 3 July, the quotation for replacement dated 18 July, and the minutes of the management committee meeting of 25 July CausationThe bracket failed under ordinary hand pressure because of corrosion; the plaintiff fell three steps and struck her head on the landing Injury and lossFractured right wrist, head laceration, 14 days in hospital, 9 months off work as a cleaner; loss of earnings HK$216,000, medical expenses HK$48,000, pain and suffering to be assessed Contributory negligenceAnticipated and answered: the plaintiff was holding the handrail because the lighting was poor, and the defendants' own inspection records show the light had failed twice in the previous year LimitationThree years from the injury under s 27(4); the writ was issued on 6 August 2027, two days inside the period Particulars, not conclusions: "failed to inspect" and "the bracket was corroded" are pleadable; "was negligent" is not · plead the documents that show knowledge, because they are what defeats a denial · the three-year date is diarised from the accident, not from the medical report Settlement agreement — full and final, with the tax and costs position statedSpecimen · example only PartiesKinetic Engineering Limited (the claimant) and Sunfield Construction Limited (the defendant), in DCCJ 5678/2027 RecitalsThe claimant issued proceedings for HK$2,850,000 and interest; the defendant denies liability; the parties have agreed to settle

without any admission The sumHK$2,400,000, payable by three instalments — HK$1,000,000 on 30 September 2027, HK$700,000 on 31 October 2027 and HK$700,000 on 30 November 2027 Interest and costsNo interest if paid on time; each party bears its own costs; if any instalment is late by more than 14 days, the whole balance of HK$2,850,000 plus interest becomes immediately payable ReleaseFull and final settlement of all claims arising out of the supply agreement and the three invoices, whether known or unknown ConfidentialityThe terms are confidential, save for disclosure to professional advisers, auditors, regulators and as required by law Default and enforcementOn default the claimant may enter judgment for the balance without further notice, and the agreement is exhibited to the consent summons or the Tomlin order ExecutionSigned by a director of each company, with the company chop, and dated — a settlement agreed in correspondence and never signed is a negotiation, not a compromise The trapA release that is too wide releases claims the client has not thought about; a release that is too narrow leaves the same dispute open under a different label Say what happens on default, in figures · "each party bears its own costs" is a term, so agree it rather than assume it · if the settlement is to stay out of the public file, it must be a Tomlin order, not a consent judgment 10Worked example: damages, mitigation and contributory negligence Assessing a claim — the same facts under contract and under tortSpecimen · example only LEUNG Wai Shan — the schedule the solicitor actually prepares Head of lossContract measure (HK$)Tort measure (HK$)Why they differ Loss of earnings, 9 months216,000216,000Same on both — actual loss Medical expenses48,00048,000Same on both Pain, suffering and loss of amenity0320,000Not recoverable in contract for defective work; recoverable in tort for personal injury Cost of repairing the defective handrail18,0000Contract measures the cost of putting the work right; tort measures the damage to the person Loss of a renewal contract00Too remote on these facts: the client had not told the defendant about it Subtotal282,000584,000The choice of cause of action is worth HK$302,000 Contributory negligence, 25%—−146,000Applies to tort; a contractual claim is not reduced for the claimant's own carelessness in the same way InterestAt judgment rate from the date of breachAt judgment rate from the date of the

writContract interest runs earlier, which is worth pleading Recoverable282,000438,000Before interest and costs Mitigation: the plaintiff took a lighter job at HK$14,000 a month from month 10, and the defendants are credited with that — a claimant who does not mitigate recovers nothing for what he could have avoided · the schedule is the document the judge works from, so make the columns do the arguing 11Fees and timeline What a claim costs to start, and when each step falls ItemAmount or timingNotes Letter before actionNo feeBut it sets the costs argument, and a reasonable period to pay is usually 14 to 21 days Sealing a writ — High CourtHK$1,045HK$835 by electronic filing during the concession period Sealing a writ — District CourtHK$630HK$505 electronic; the District Court's limit is HK$3,000,000 Small Claims TribunalFrom HK$20Claims up to HK$75,000; no legal representation without leave Acknowledgment of service14 days from service, no feeThe defence is due 28 days after the time for acknowledging Summary judgment (O.14)No separate filing fee in most casesReturnable before a master; the usual route for an undisputed debt Setting down for trialHK$1,045 HC · HK$630 DCPaid when the case is set down, not when the writ issues Limitation — contract and tort6 yearsFrom the breach, or the damage in tort Limitation — personal injury3 yearsWith a discretion to extend for latent injury Limitation — deed12 yearsA deed is a different limitation from a simple contract, and the difference is often the whole case Official forms There is no "contract claim form". A civil claim is begun by a writ in the form prescribed by the Rules of the High Court or the Rules of the District Court, and the rest of the documents are either prescribed by those rules or drafted freely to their requirements. The documents a money claim needs, and what each costs DocumentWhere the form comes fromFee Writ of summonsAppendix A to the RHC (Cap 4A) or the RDC (Cap 336H) — the prescribed form for the type of claim, taken from the registry, not from an old precedentHK$1,045 High Court · HK$630 District Court to seal Acknowledgment of serviceServed with the writ by the plaintiff, in the prescribed formNo fee; due within 14 days of service Defence, and counterclaim if anyNo prescribed form — drafted to Order 18, with the statement of truth required by PD 5.2No fee; due 28 days after the time for acknowledging service expires

Summons for summary judgment (O.14)No prescribed form; supported by an affidavit verifying the claimNo separate filing fee in most cases Summons for directions (O.25)No prescribed form; the timetabling questionnaire in PD 5.2 followsPer the hearing scale Request for further and better particularsNo prescribed form; PD 5.2 governs the request and the replyNo fee Notice to admit facts, notice to producePrescribed forms in Appendix A (O.27)No fee Setting down for trialNo prescribed form; the request is filed with the bundleHK$1,045 High Court · HK$630 District Court Small Claims Tribunal claimThe Tribunal's own claim form, lodged at the tribunalFrom HK$20; claims up to HK$75,000 The route from demand to judgment Letter before actionState the debt or the breach, the sum claimed, the interest and the date by which payment is required — usually 14 to 21 days. It fixes the date from which costs are argued. Check limitation firstSix years for contract and tort, three for personal injury, twelve for a deed. If the date is close, issue the writ and particularise later — a claim is stopped by issue, not by service. Choose the courtHigh Court above HK$3,000,000, District Court up to that figure, Small Claims Tribunal up to HK$75,000. Costs follow the scale, and the wrong court is a costs penalty. Issue and seal the writFile the writ and pay the sealing fee. A sealed writ is valid for service for 12 months, renewable by order. ServePersonal service on an individual, or service at the registered office of a company. The plaintiff cannot serve personally in most cases; an agent or the bailiff does it. Acknowledgment of serviceFourteen days from service. Silence allows default judgment, but only after the time has expired and on the right form of application. Defence and replyTwenty-eight days after the time for acknowledging expires. A reply, if any, is due 14 days after the defence, and pleadings then close. Directions and discoverySummons for directions, timetable, list of documents, inspection, exchange of witness statements and experts' reports. Trial and enforcementSet down, hear, and if the judgment is not paid, enforce by writ of fieri facias, charging order or garnishee — each with its own fee and its own leave requirement. 12What goes wrong The claim is pleaded in the wrong cause of action. Contract and tort carry different measures of damages and different limitation dates; the worked example on this page is worth HK$156,000 and two years of time. Time is run from the wrong date. Limitation runs

from the breach, not from the invoice, the demand, the admission, or the day the client brought the file in. A letter before action is treated as optional. It is not a formality: it is how the costs argument is won, and how a defendant is given the chance to settle that makes a later offer look unreasonable. The exemption clause is read after the claim is issued. Read it first — Cap 71 voids some clauses outright and subjects others to reasonableness, and the answer may end the file. Rescission is claimed after affirmation. A client who keeps the goods, takes the benefit or delays too long has elected to affirm, and rescission is gone. Mitigation is not documented. A claimant who cannot show what he did to reduce the loss is treated as having failed to do it. A settlement is left in correspondence. An unsigned settlement is an agreement to agree; it has to be signed, or recorded in a consent summons or Tomlin order. Contributory negligence is ignored in the schedule. It is usually the largest single deduction a defendant will argue, and the reply has to be prepared before the schedule is served. 13Checklist Print this Cause or causes of action identified, and the measure of damages chosen deliberately Contract, terms and breach identified by clause number, not by description Exemption clause read and tested against Cap 71 Limitation date calculated from the breach or the damage, and diarised Acknowledgments and part payments checked for a fresh start Letter before action sent with the sum, interest, deadline and consequence stated Without-prejudice offer kept separate from the open letter Witnesses and documents identified before the statement of claim is drafted Loss schedule prepared with mitigation and contributory negligence shown Settlement signed, with the default and costs terms in figures 14Sources Limitation Ordinance (Cap 347), ss 4 (contract and tort, 6 and 12 years) and 27(4) (personal injury, 3 years). Control of Exemption Clauses Ordinance (Cap 71); Sale of Goods Ordinance (Cap 26); Supply of Services (Implied Terms) Ordinance (Cap 457). Occupiers Liability Ordinance (Cap 314); Defamation Ordinance (Cap 21); Fatal Accidents Ordinance (Cap 22); Law Amendment and Reform (Consolidation) Ordinance (Cap 23) on contributory negligence. Electronic Transactions Ordinance (Cap 553), and Schedule 1 for the documents excluded from electronic form. Rules of the High Court (Cap 4A), Order 18 (pleadings) and Order 41A (statements of truth); High Court Fees Rules (Cap 4D) and

District Court (Fees) Rules (Cap 336C). Basic Law, Article 8 — the common law and rules of equity continue in force.