

Form 105 (version 7)
UCPR 51.16, 51.18, 51.20


Shing Hei Lam
17 October 2025

NOTICE OF APPEAL

COURT DETAILS

Court Supreme Court of New South Wales, Court of Appeal
Registry Sydney
Case number 2025/251819

TITLE OF PROCEEDINGS

Appellant Kin Lam
Respondent Tuo Liu

FILED

2 JUL 2025



PROCEEDINGS IN THE COURT BELOW

Title below Tuo Liu v Kin Lam
Court below NSW Supreme Court
Case number below 2020/00117870
Dates of hearing 14, 15, 16, 19, 20, 23, 27 February, 13 March 2024
Material date 4 April 2025
Decision of Walton J

FILING DETAILS

Filed for Kin Lam (appellant)
Filed in relation to Whole decision below
Legal representative Mr Shing Hei Lam (MLH Lawyers)
Legal representative reference Kin.SL
Contact name and telephone Mr Shing Hei Lam, 02 9223 1513
Contact email Shing.lam@mlhlawyers.com.au

HEARING DETAILS

This notice of appeal is listed for directions at [time, date and place to be inserted by the registry unless otherwise known].

23/07/2025 9:00AM

TYPE OF APPEAL

Contract

DETAILS OF APPEAL

- 1 This appeal is brought under s 101(1) of the *Supreme Court Act 1970* (NSW).
- 2 This notice of appeal is not filed pursuant to leave to appeal.
- 3 The appellant has filed and served a notice of intention to appeal, which was served on the prospective respondent on 28 April 2025.
- 4 The appellant appeals from the whole of the decision below.

APPEAL GROUNDS

- 1 The primary judge erred in finding that the agreement entered into between the parties on or about 14 May 2018 (**Agreement**) was a binding contract at law and hence erred in holding that the Agreement was enforceable against the Appellant, because:
 - a. The primary judge made no finding that the Respondent gave sufficient consideration for the Appellant's promises under the Agreement, being a requirement for the formation of a binding contract at law;
 - b. On proper construction of the Agreement, the Respondent did not give sufficient consideration at law. The sole 'consideration' contended for by the Respondent (forbearance to sue) was not, on proper construction, given by the Respondent either at all or in respect of any enforceable debt owed by the Appellant to the Respondent that existed prior to the Agreement;
 - c. The primary judge made no finding that there was any enforceable debt owed by the Appellant to the Respondent that existed prior to the Agreement. In the absence of any such finding, no finding of sufficient consideration by way of forbearance from suing was open, and ought not have been assumed; and
 - d. Based on any or all of (a)-(c), the primary judge ought to have found that the Respondent had not established its contention that the Agreement was supported by consideration and, accordingly, found that the Agreement was not a binding and enforceable contract as a matter of law.

ORDERS SOUGHT

- 1 Appeal allowed.
- 2 The orders made by the Court below be set aside.
- 3 In lieu thereof, the following orders be made:
 - a. The Respondent's claim be dismissed; and
 - b. The Respondent pay the Appellant's costs of and incidental to the proceedings below.
- 4 The Respondent pay the Appellants costs of and incidental to the appeal.
- 5 Such further or other order as the Court considers fit.

UCPR 51.22 CERTIFICATE

I certify under UCPR 51.22(2) that the amount in issue in this appeal exceeds the specified amount under s 101(2)(r) of the *Supreme Court Act* 1970 (NSW).

SIGNATURE OF LEGAL REPRESENTATIVE

I certify under clause 4 of Schedule 2 to the *Legal Profession Uniform Law Application Act 2014* that there are reasonable grounds for believing on the basis of provable facts and a reasonably arguable view of the law that the claim for damages in these proceedings has reasonable prospects of success.

I have advised the appellant that court fees will be payable during these proceedings. These fees may include a hearing allocation fee.

Signature

Capacity

Date of signature



solicitor on record

2 July 2025

NOTICE TO RESPONDENT

If your solicitor, barrister or you do not attend the hearing, the court may give judgment or make orders against you in your absence. The judgment may be for the orders sought in the notice of appeal and for the appellant's costs of bringing these proceedings.

Before you can appear before the court, you must file at the court an appearance in the approved form.

HOW TO RESPOND

Please read this notice of appeal very carefully. If you have any trouble understanding it or require assistance on how to respond to the notice of appeal you should get legal advice as soon as possible.

You can get further information about what you need to do to respond to the notice of appeal from:

- A legal practitioner.
- LawAccess NSW on 1300 888 529 or at www.lawaccess.nsw.gov.au.
- The court registry for limited procedural information.

Court forms are available on the UCPR website at www.ucprforms.nsw.gov.au or at any NSW court registry.

REGISTRY ADDRESS

Street address	Supreme Court of New South Wales, Court of Appeal Law Courts Building Queen's Square Level 5, 184 Phillip Street Sydney NSW 2000
Postal address	GPO Box 3 Sydney NSW 2001
Telephone	1300 679 272

PARTY DETAILS

A list of parties must be filed and served with this notice of appeal.

FURTHER DETAILS ABOUT APPELLANT**Appellant**

Name	Kin Lam
Address [The filing party must give the party's address.]	16 Peace Avenue, Pymble NSW 2073

Legal representative for Appellant

Name	Shing Hei Lam
Practising certificate number	61345
Firm	MLH Lawyers
#Contact solicitor	Shing Hei Lam
Address	Suite 4, Level 22, 56 Pitt Street, Sydney NSW 2000
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DETAILS ABOUT RESPONDENT**Respondent**

Name	Tuo Liu
Address	c/ Piper Alderman, Level 23, Governor Macquarie Tower, 1 Farrer Place, Sydney NSW 2000