**Samuel Mehdi Maxime Thibault** **… Plaintiff**

AND

**Easyplace Sdn Bhd** **… Defendant**

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**(High Court of Brunei Darussalam)**
**(Civil Appeal No. 1 of 2026)**

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Edward Timothy Starbuck Woolley, J.C.
**Date of Hearing: 31st October, 2026.**
**Date of Judgment: 2nd November, 2026.**

Appellant In Person.
Respondent In Person represented by Mr Phang Jan Kho, Director.

**JUDGMENT**

**Woolley, J.C.:**

This is an appeal from a judgment by Magistrate Harnita Zelda Skinner in a claim by the Appellant/Plaintiff arising out of an agreement dated 17 April 2025 between the Appellant and the Respondent/Defendant to engage in a poultry farming business for which the Appellant was to provide the capital of B$30,000.00. In the proceedings before the learned magistrate, the Appellant pleaded a number of breaches of the agreement, gross negligence and fraud, and claimed return of his investment and a continuing share of the profits. The learned magistrate rejected the majority of his claim except as to the sum of B$14,000.00. The Appellant now appeals this decision.

2 The background to this matter is that the Appellant, who resides in France, was working in Brunei in 2023 setting up a web development business when he met Mr Phang Jan Kho (Mr Phang) of the Respondent and, some time in 2024, agreed setting up a chicken farm with him to provide him some income while he was establishing his business in Brunei. Land for the farm was rented in November 2024 and, following legal authorization, the agreement was signed in April 2025 to commence the business, which was to be operated by Mr Phang and the profits divided between the parties with 60% to the Appellant and 40% to the Respondent. Under the agreement, the Respondent was to operate the chicken farm, purchase a warehouse of not less than 3,000 square feet, 2000 chickens and adequate food for them. Between January and May 2025, the Appellant transferred four sums of money to the Respondent amounting to B$30,000.00, the amount of his investment. In June 2025 the Appellant received a sum of B$6,567.00 from Mr Phang being the profits made by the farm so far, but has received nothing since.

3 In his statement of claim the Appellant contended that there had been a number of breaches of the agreement, which can be summarized as follows:

- Failure to follow a proper feeding plan for the chickens resulting in slow growth;
- Expenses not approved in writing;
- Failure to distribute profits since August 2025;
- Failure to consult on the hiring of new employees and the construction of a new warehouse;
- Bookkeeping and accounting records were not properly kept, salary expenses were not reported and financial summaries not provided;

Further, he maintains that of the 2,034 chicks that were purchased, he was told 200 had died, 1,613 were slaughtered and sold, leaving 221 chickens unaccounted for. It appears that relations between the parties had broken down by August 2025 when he started making enquiries about what he saw as discrepancies.

4 I have to say immediately that the evidence produced in this case was far from clear, comprising collections of invoices and receipts in no particular order or with good explanations. It is clear that no adequate, comprehensive, written accounts were kept by the Respondent, and the Appellant has a genuine grievance in this regard. However, the learned Magistrate had to base her findings on what was produced and I cannot fault her judgment in this respect.

5 From the documentary evidence which was produced, principally by the Respondent, at the trial, it seems that the total expenditure by the Respondent in setting up the chicken farm amounted to B$34,414.60, and from the documents before the court I agree with the learned Magistrate as to this figure, calculated in the judgment at paragraph 7. There can therefore be no suggestion that the Appellant's investment was not wholly expended on the project.

6 The Appellant bases his claim on clause 12.1 of the agreement which provides for the return of his investment if the business fails owing to gross negligence, fraud or misuse of funds. However, as is clear to me, as it was to the learned Magistrate, that the problems that arose, apart from inadequate accounting by the Respondent, were a natural outcome of a business which was not very successful and, almost certainly, not very well managed. There were no guarantees given to the Appellant under the agreement and, while the business might have been better managed, the learned Magistrate found on the facts that there was no evidence of gross negligence, fraud or misuse of funds under this clause. There is nothing before me which leads me to conclude that she was not entitled to come to this finding and I accordingly see no reason to vary it.

7 In his appeal the Appellant claims that the learned Magistrate erred in her findings of fact and in law, but in his petition of appeal or his submissions before me does not raise any new arguments as to fact or law which were not before the court below. Having carefully considered the evidence before the learned Magistrate and her findings thereon, I find that nothing the Appellant has now put before the court leads me to any conclusion but that the learned Magistrate was entitled to come to the conclusions she did, and I see no reason to interfere with any of them. The payment of B$14,000.00 ordered to be made by the Respondent to the Appellant is not appealed by either party and is therefore affirmed.

8 This appeal is accordingly dismissed with costs to the Respondent.



**EDWARD TIMOTHY STARBUCK WOOLLEY**
Judicial Commissioner