诉因

Dr Alexander Ressos, TEP
Attorney-at-Law (Switzerland and Germany),
Solicitor (England & Wales and Hong Kong)
Of Counsel, KGP Legal LLC
alexander.ressos@kgplegal.com.sg
www.ressos.com.sg

违反信托与推定信托

受信人挪用受托于她的资产的，自挪用之时起，该资产即以推定信托的形式为委托人持有。*ByBit*案将这一原则适用于一名将USDT转入其自有地址的薪资管理员。法院宣布，自欺诈发生之时起，就该加密资产及法定货币成立制度性推定信托，并认定该交易所始终是"法定及实益所有人"。[1]同样的分析也适用于从未担任受信人的窃贼。英国法和新加坡法均将盗窃所得财产视为以推定信托形式为受害人持有。因此，受害人可以追踪至其收益，并主张优先于窃贼的债权人受偿。[2]

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不当得利

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注释

1. *ByBit* [2023] SGHC 199 第[42]–[44]段。 ↩
2. *Westdeutsche Landesbank Girozentrale v Islington LBC* [1996] AC 669 第716页（Lord Browne-Wilkinson），在新加坡于*CLM v CLN* [2022] SGHC 46 第[53]段中被接受为具有充分可争辩性的主张。 ↩
3. *George Raymond Zage III v Ho Chi Kwong* [2010] SGCA 4 第[20]–[32]段，关于新加坡法中的知情收受与不诚实协助。 ↩
4. *Wee Chiaw Sek Anna v Ng Li-Ann Genevieve* [2013] SGCA 36 第[98]–[134]段，确认新加坡对不当得利采用不当因素方法。 ↩
5. *Quoine Pte Ltd v B2C2 Ltd* [2020] SGCA(I) 02 第[7]段。 ↩
6. *CLM v CLN* [2022] SGHC 46 第[54]–[55]段，将被告的不诚实行为及使用一次性数字钱包视为存在实际资产转移风险的证据。 ↩

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Author contact: Dr Alexander Ressos, TEP · contact@ressos.com

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