

香港醫務委員會  
The Medical Council of Hong Kong

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**DISCIPLINARY INQUIRY**  
**MEDICAL REGISTRATION ORDINANCE, CAP. 161**

Defendant: Dr BROCKWELL Jason (Reg. No.: M08232)

Date of hearing: 18 November 2025 (Tuesday) (Day 1); and  
17 January 2026 (Saturday) (Day 2)

Present at the hearing

Council Members/Assessors: Prof. TANG Wai-king, Grace, SBS, JP  
(Chairperson of the Inquiry Panel)  
Dr LING Siu-chi, Tony  
Dr CHOY Chung-ming, Eric  
Mr CHAN Wing-kai  
Ms LAU Sze-fan

Legal Adviser: Mr Edward SHUM

Defence Solicitor representing the Defendant: Mr Chris HOWSE of Messrs. Howse  
Williams

Legal Officer representing the Secretary: Miss Cindy LEUNG,  
Senior Government Counsel

**The Charge(s)**

1. The charge(s) against the Defendant, Dr BROCKWELL Jason, were:

*“That in or around June 2011, he, being a registered medical practitioner:*

- (a) *inappropriately altered and/or allowed the alternation(s) of the contents of the medical report dated 1 June 2011 of Dr LEUNG Hin Shuen (“Dr LEUNG”) in respect of his patient, [REDACTED]*

██████████ (“the Patient”); and/or

- (b) *inappropriately signed and issued the medical report dated 1 June 2011 on behalf of Dr LEUNG to the Patient without obtaining the consent or authorization from Dr LEUNG.*

*In relation to the facts alleged, either singularly or cumulatively, he has been guilty of misconduct in a professional respect.”*

### **Facts of the case**

2. The name of the Defendant has been included in the General Register from 14 August 1991 to the present. His name has been included in the Specialist Register under the specialty of Orthopaedics & Traumatology since 5 September 2001.
3. Briefly stated, the Defendant was at all material times the Medical Director of Asia Medical Specialists Limited (“AMS”), a medical practice which was on the panel of doctors of the Cathay Pacific medical scheme for their employees. The Complainant, Dr LEUNG Clarence Hin Shuen (“Dr LEUNG”), was an employee of AMS from 16 October 2006 to 7 June 2011. The Patient, a Cathay Pacific pilot, who suffered from lumbar discogenic back pain had been under the care of Dr LEUNG since around May 2010.
4. It was the routine practice of doctors at AMS, including Dr LEUNG, to produce a medical report in the form of a short letter following each consultation with the patient. The medical report contained a brief summary of the present position of the patient’s treatment and also set out briefly the future treatment.
5. Following his consultation with the Patient on 1 June 2011, Dr LEUNG orally dictated a medical report in the form of a short letter in accordance with the said routine practice. However, before Dr LEUNG signed this medical report, he tendered his resignation from AMS on 7 June 2011, which was accepted by the Defendant and who immediately put Dr LEUNG on gardening leave for his 3 month notice period.
6. There is conflicting evidence as to what ensued and in particular what had been agreed between Dr LEUNG and the Defendant on the arrangements for the signing and issue of medical report(s) to patient(s) then under the care of Dr LEUNG.
7. There is however no dispute that the Defendant deleted the words “*I will see you towards the end of June*” and added the words “*I am leaving Asia Medical Specialists. I commend you to the care of my colleague, spine surgeon, Dr HT*

*Chow*” from the letter originally prepared by Dr LEUNG. The Defendant also signed and issued the amended letter to the Patient on behalf of Dr LEUNG.

8. According to Dr LEUNG, the Patient consulted him at another clinic on 11 August 2011. The Patient made no complaint against AMS or the Defendant during this visit. But when the Patient consulted him again on 10 February 2012, Dr LEUNG came to know for the first time that the Defendant had signed and issued the amended letter to the Patient without informing him. Dr LEUNG brought the matter up with the Defendant and asking for a written explanation.
9. Upon the advice of his lawyer, Dr LEUNG subsequently lodged this complaint against the Defendant with the Secretary of the Medical Council (the “Council”).

### **Burden and Standard of Proof**

10. We bear in mind that the burden of proof is always on the Secretary and the Defendant does not have to prove his innocence. We also bear in mind that the standard of proof for disciplinary proceedings is the preponderance of probability. However, the more serious the act or omission alleged, the more inherently improbable must it be regarded. Therefore, the more inherently improbable it is regarded, the more compelling the evidence is required to prove it on the balance of probabilities.
11. There is no doubt that each of the allegations against the Defendant here is a serious one. Indeed, it is always a serious matter to accuse a registered medical practitioner of misconduct in a professional respect. Therefore, we need to look at all the evidence and to consider and determine each of the disciplinary charges against him separately and carefully.

### **Findings of the Inquiry Panel**

12. In response to the complaint against him, the Defendant submitted in his statement dated 10 November 2025 that:-

“ ...

3. *Dr Leung resigned from AMS on Tuesday 7<sup>th</sup> June 2011. I advised Dr Leung on 7<sup>th</sup> June 2011 that I accepted his resignation and that I*

*expected him to cease work immediately and to be on “gardening leave” for his 3 month notice period. We agreed to meet the following morning to discuss the terms of his departure from AMS.*

4. *The following morning, 8<sup>th</sup> June, Dr Leung and I met in his office at AMS. It was agreed that:*

a. *he would cease work immediately. He would not be required to work his three-month period although he would be paid his full salary during the notice period.*

b. *I would take care of the patients that he was treating at AMS with immediate effect and I would take appropriate steps to provide for their future treatment in accordance with my responsibilities as Medical Director.*

...

6. *I agreed with Dr Leung that I would amend his pending medical reports to his patients and referring doctors to advise them of Dr Leung’s departure from AMS and to refer the patients to our colleague, spine surgeon, Dr HT Chow.*

...

9. *The specific words that I added were, as agreed with Dr Leung: “I am leaving Asia Medical Specialists. I commend you to the care of my colleague, spine surgeon, Dr HT Chow”. I added this sentence because, as Medical Director of AMS, I had an obligation to make arrangements for the future care of AMS patients who were being treated by Dr LEUNG at the time of his resignation. By referring Mr Burton to Dr HT Chow, I ensured the continuation of treatment for this patient...*

10. *I note that Dr Leung attached a document dated 2<sup>nd</sup> June 2011 as attachment 3 to his complaint. I did not see this medical report prior to receiving the PIC complaint dated 29<sup>th</sup> July 2016. Even if this medical report was sent to the patient in early June, I still had a duty to Mr Burton to make arrangements for his further treatment so my amendment to Dr Leung’s draft medical report was appropriate.*

11. *A dispute subsequently arose between Dr Leung and AMS concerning the terms of his departure from AMS. Each party instructed a firm of lawyers... A settlement agreement, drafted by both firms of lawyers, was*

*concluded at the end of June, 2011 which was stated to be with effect from 10 June 2011...*

12. *The settlement agreement confirmed what I understand to be the correct procedure for the future treatment of patients who have consulted a doctor who has subsequently left a practice. Specifically, if any patient asked for the contact details of the doctor who had been treating them prior to that doctor resigning from the practice, and wished their patient notes to be transferred to that doctor, the practice which had been treating the patient is under an obligation to provide the patient with the contact details of the doctor who has resigned and, upon the patient's request, to forward copies of the treatment records to that doctor. Provisions to this effect were included in the settlement agreement between Dr Leung and AMS...*

...

17. *I believe that, at all times, I acted correctly in respect of the arrangements which I made for the ongoing treatment of Mr Shane Burdon following Dr Leung's resignation from AMS on 7<sup>th</sup> June 2011. I do not believe that it was improper or inappropriate to add the words quoted in paragraph 9 above to the medical report summarizing the consultation on 1<sup>st</sup> June 2011, as I needed to make provision for Mr Burton's ongoing treatment."*

13. The Defendant further explained in his oral evidence that it was agreed during his meeting with Dr LEUNG on 8 June 2011 that he could make the alterations in question and to sign and issue the medical report to Mr BURTON on behalf of Dr LEUNG. This is however denied by Dr LEUNG.

14. In assessing credibility of witnesses, we gratefully adopted the following approach set out by Deputy High Court Judge Eugene Fung SC (as he then was) in his Judgment in *Hoh Han Keyet v Artimax Investment Limited & Others*; HCA 1163/2013; 30 June 2016:-

*"36. In making my findings of fact in this case, I adopt the following general principles as to fact finding and assessment of credibility I set out in Hui Cheung Fai v Daiwa Development Ltd...*

*"77. Generally speaking, contemporaneous written documents and documents which came into existence before the problems in question emerged are of the greatest importance in assessing credibility: ...*

78. *In deciding whether to accept a witness's account, importance should also be attached to the inherent likelihood or unlikelihood of an event having happened, or the apparent logic of events...*

79. *In determining a witness's credibility, I have also attached importance to the consistency of the witness's evidence with undisputed or indisputable evidence, and the internal consistency of the witness's evidence. The latter type of consistency is often tested by a comparison between the witness' oral testimony and his or her witness statement.*

80. *I have cautioned myself against the dangers of too readily drawing conclusions about truthfulness and reliability solely or mainly from the appearance of witnesses...*

81. *The practical approach to assessing credibility of witnesses in a case such as the present may have best been summarized by the words of Robert Goff LJ, as he then was, in The Ocean Frost [1985] 1 Lloyd's Rep 1 at 57:*

*"Speaking from my experience, I have found it essential in cases of fraud, when considering the credibility of witnesses, always to test their veracity by reference to the objective facts proved independently of their testimony, in particular by reference to the documents in the case, and also to pay particular regard to their motives and to the overall probabilities. It is frequently very difficult to tell whether a witness is telling the truth or not; and where there is a conflict of evidence such as there was in the present case, reference to the objective facts and documents, to the witnesses' motives, and to the overall probabilities, can be of very great assistance to a Judge in ascertaining the truth."*

82. *Whilst these words were spoken in the context of fraud case, I believe they are applicable to any case where a witness' credibility features prominently in the court's determination..."*

...

37. *As mentioned earlier, contemporaneous documents are generally of the greatest importance in assessing credibility. However, where some evidence*

*indicates that part of a contemporaneous document might not be completely accurate, the court may need to accordingly adjust the evidential weight to be put on the document in question.”*

15. There is no dispute that the Settlement Agreement between AMS and Dr LEUNG was prepared by lawyers. It was agreed, *inter alia*, that “[i]n the event that any AMS patient who has been treated by or referred to Dr. Leung in the course of the [Employment] Agreement wishes to consult Dr. Leung at his new practice, AMS will take all reasonable steps to facilitate, with the patient’s approval, the prompt transfer of all that patient’s medical records, including but not limited to, doctors’ notes and test results.” In this connection, there was also attached to the Settlement Agreement a “Notice to be sent to medical practitioners and patients to whom Dr. Leung was referred” informing them that Dr LEUNG had ceased to practise with AMS and he could be contacted a new address and telephone number; and AMS would communicate to any person who enquired about Dr LEUNG as per the Note for a period of 6 months.
16. We do not believe the Defendant’s evidence that Dr LEUNG had agreed with him during their meeting on 8 June 2011 that he could make the alterations in question and sign and issue the medical report to Mr BURTON on behalf of Dr LEUNG. If there were such an agreement, we would naturally find this in the Settlement Agreement but we cannot.
17. Also, we note from reading the emails exchanged between the Defendant and Dr LEUNG in around February 2012 that when being pressed by Dr LEUNG for a written explanation for what he did, the Defendant replied by email on 24 February 2012 that:-

*“In that case I must take legal advice.  
It is not possible for me to check the records and reply to you by Monday.  
This is a small matter which probably does not merit letters etc – my offer to discuss stands, and, if you agree to discuss, I will provide you with a written explanation, if you do not agree to discuss I will simply follow my lawyer’s advice.”*
18. There would be no need “to check the records” or “to discuss” with the Defendant if Dr LEUNG had already agreed with him on 8 June 2011 that he could make the alterations in question and sign and issue the medical report to Mr BURTON on behalf of Dr LEUNG. In our view, the Defendant was making up his stories as he went along. And we accept Dr LEUNG’s oral evidence in this respect.
19. This is however not the end of the matter. We still need to consider and decide

whether the Defendant had by his conduct in this case fallen below the standards expected of registered medical practitioners in Hong Kong.

20. At the conclusion of the case of the Defendant, we directed the legal representatives for the parties to provide us with written submissions on the applicable legal principles together with relevant case authorities, statutory provisions; and relevant sections in the Code of Professional Conduct (the “Code”) at the material times viz. 2009 edition.
21. We wish to emphasize that the Code is only a guide and is by no means exhaustive. However, when considering whether the Defendant had by his conduct in this case fallen below the standards expected of registered medical practitioners in Hong Kong, analogy may still be drawn to the practice on material alterations to a medical record, which must pursuant to section 1.1.3 of the Code be clearly documented. In addition, section 1.1.4 of the Code also requires that medical records should be kept secure in order to prevent improper amendment.
22. Defence solicitor submitted that the Defendant, as Medical Director, had a continuing duty of care for patients previously under the care of Dr LEUNG. But this does not mean that the Defendant could alter and/or allow the alterations of the contents of the medical report of the Patient. Indeed, the Defendant went so far as to commending the Patient “*to the care of my colleague, spine surgeon, Dr HT Chow*”, when in fact Dr LEUNG never consented or authorized the Defendant to do so on his behalf.
23. We agree with the Legal Officer that “*there are ways to honour the duty of care*” that AMS owed to Mr BURTON “*without amending any medical report and without breaching the Code, which includes issuing a supplementary letter notifying the Patient about the departure of [Dr LEUNG] and the recommendation of Dr... CHOW for the continuing care under [the Defendant’s] own name or in the name of AMS.*”
24. For these reasons, by inappropriately altered and/or allowed the alteration(s) of the contents of the medical report dated 1 June 2011 of Dr LEUNG in respect of Mr BURTON and/or inappropriately signed and issued the said medical report on behalf of Dr LEUNG without obtaining the consent or authorization from Dr LEUNG, the Defendant had by his conduct in this case fallen below the standards expected of registered medical practitioners in Hong Kong.

Accordingly, we find the Defendant guilty of misconduct in a professional respect as per disciplinary charges (a) and (b).

### **Sentencing**

25. The Defendant has a clear disciplinary record.
26. We bear in mind that the primary purpose of a disciplinary order is not to punish the Defendant but to protect the public from persons who are unfit to practise medicine and to maintain public confidence in the medical profession by upholding its high standards and good reputation.
27. We appreciate that there is no evidence of any harm or inconvenience being caused to Mr BURTON by commending him to consult another doctor at AMS. It does not however mean that the Defendant's conduct in this case may be condoned.
28. Taking into consideration that the nature and gravity of the disciplinary charges for which we find the Defendant guilty and what we have heard and read in mitigation, we order that the Defendant be reprimanded.

Prof. TANG Wai-king, Grace, SBS, JP  
Chairperson of the Inquiry Panel  
The Medical Council of Hong Kong