

16/81

No. 16 of 1980

In the Privy Council

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**ON APPEAL**  
**FROM THE SUPREME COURT OF HONG KONG**  
**(APPELLATE JURISDICTION)**  
**CIVIL APPEAL NO. 84 OF 1978**  
**(On Appeal from Miscellaneous Proceedings No. 773 of 1977)**

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*BETWEEN*

**HANG WAH CHONG INVESTMENT COMPANY LIMITED**      **Appellant**

**and**

**THE ATTORNEY GENERAL**      **Respondent**

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**RECORD OF PROCEEDINGS**

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**DEACONS**  
*Solicitors &c.,*  
8th Floor, Ocean Centre,  
Canton Road,  
Kowloon, Hong Kong.  
*Solicitors for the Appellant*

**THE ATTORNEY GENERAL**  
*The Respondent*

In the Privy Council

ON APPEAL  
(APPELLATE JURISDICTION)  
CIVIL APPEAL NO. 84 OF 1978

(On Appeal from Miscellaneous Proceedings No. 773 of 1977)

BETWEEN

HANG WAH CHONG INVESTMENT COMPANY LIMITED ... *Appellant*

and

THE ATTORNEY GENERAL ... .. *Respondent*

RECORD OF PROCEEDINGS  
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**PART I**

In the  
Supreme  
Court of  
Hong Kong  
No. 1  
Amended  
Originating  
Summons

Amended as in Red this 28th any  
of July, 1978 pursuant to Order  
of Hon. Mr. Justice YANG,  
dated the 28th day of July, 1978.

Ag. Registrar

1977, No. 773

IN THE SUPREME COURT OF HONG KONG  
MISCELLANEOUS PROCEEDINGS

IN THE MATTER of Kowloon Inland Lot  
No. 2657 Section Dss1, 2 and Remaining 10  
Portion (109-135 Kadoorie Avenue,  
Grand Court, Kowloon).

and

IN THE MATTER of Conditions of Sale  
No. 3121 in respect of Kowloon Inland  
Lot No. 2657 dated 16th November 1931.

BETWEEN HANG WAH CHONG INVESTMENT COMPANY LIMITED  
Plaintiff

and

THE ATTORNEY GENERAL Defendant 20

TO: The Attorney General who is sued as representing the Crown as the Plaintiff's  
Landlord of the said premises and as representing the Director of Public  
Works.

LET the Defendant within 8 days after service of this Summons upon him  
inclusive of the day of service cause an appearance to be entered to this Summons  
which is issued on the application of Hang Wah Chong Investment Company Limited  
whose registered office is situate at Room No. 401, Hang Seng Bank Building, No.  
77, Des Voeux Road Central, Victoria in the Colony of Hong Kong.

By this Summons the Plaintiff claims against the Defendant:-

1. A Declaration that the Plaintiff as the owner of Kowloon Inland Lot No. 30  
2657 Section Dss1 and 2 and the Remaining Portion ("the said premises") is  
entitled to proceed with the redevelopment of the said premises by constructing  
thereon 4 blocks of flats for residential purposes in accordance with plans  
submitted to and approved by the Building Authority by letter dated 26th  
October 1976 under reference 2/4299/76.
2. A Declaration that for the purposes of the said proposed redevelopment no  
modification of lease conditions is required.
3. A Declaration that the Crown is not entitled to charge the Plaintiff any premium  
for the purpose of the said redevelopment.

4. *A Declaration that no further approval of the Director of Public Works is required for the erection on the said premises of:—*

*(a) the type of building comprised in the said proposed redevelopment; or*

*(b) buildings of the height of the said proposed redevelopment.*

4A. *A Declaration that the Director of Public Works by approving the plans referred to in Paragraph 1 hereof has approved inter alia the design of the exterior elevations plans height and disposition of the buildings comprised in the said proposed redevelopment.*

5. A Declaration that no consent of the Governor is required for the purpose of the said redevelopment. 10

6. A Declaration that upon a true construction of Special Condition 6 incorporated in the Conditions of Sale No. 3121 of 16th November 1931 the expressions “detached or semi-detached residential premises of European type” and “a private dwelling house” include flats or blocks of flats constructed or to be constructed upon the said premises for residential occupation only.

Further or alternatively to the relief sought as aforesaid the Plaintiff claims:—

7. A Declaration that the Crown has expressly or by conduct  
(a) Released the said Special Condition 6 to the extent that the Owners for the being time of KIL 2657 alternatively the Owners for the time being of the said premises may erect blocks of flats thereon and use the same for residential purposes, without obtaining any further consent or approval of the Crown or obtaining any modification of Lease Conditions. 20

(b) Waived the right to object to or acquiesced in the erection on the said lot or premises of blocks of flats for residential use.

8. A Declaration that the Director of Public Works has expressly or by conduct approved generally of the erection on the said Lot or premises of blocks of flats of European type for residential purposes.

9. A Declaration that the Crown and/or the Director of Public Works is now estopped by conduct from objecting to the erection on the said Lot or premises of blocks of flats of European type for residential purposes. 30

IF the Defendant does not enter an appearance, such judgment may be given or order made against or in relation to him as the Court may think just and expedient.

Dated the 23rd day of November, 1977.

N. J. BARNETT  
Acting Registrar.

NOTE: This Summons may not be served more than 12 calendar months after the

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Summons  
(Contd.)

above date unless renewed by Order of the Court.

THIS Summons was taken out by Messrs. Deacons of Ocean Centre, 8th Floor, Canton Road, Kowloon, Hong Kong, Solicitors for the said Plaintiff whose registered office is situate at Room No. 401, Hang Seng Bank Building, No. 77, Des Voeux Road Central, Victoria in the Colony of Hong Kong.

IN THE SUPREME COURT OF HONG KONG  
MISCELLANEOUS PROCEEDINGS

IN THE MATTER of Kowloon Inland Lot  
No. 2657 Section Dss1, 2 and Remaining  
Portion (109-135 Kadoorie Avenue,  
Grand Court, Kowloon).

and

IN THE MATTER of Conditions of Sale  
No. 3121 in respect of Kowloon Inland  
Lot No. 2657 dated 16th November 1931. 10

BETWEEN

HANG WAH CHONG INVESTMENT  
COMPANY LIMITED

Plaintiff

and

THE ATTORNEY GENERAL

Defendant

PLEASE enter an appearance for the Attorney General, the defendant in  
this matter.

Dated the 6th day of December, 1977.

(M. H. Airey) 20  
Counsel for the Defendant  
whose address for service  
is Legal Dept., Central,  
Government Offices,  
Main Wing, 2/F.,  
Hong Kong.

To: Messrs. Deacons,  
Solicitors for the Plaintiff,  
Ocean Centre,  
8/F.,  
Canton Rd.,  
Kowloon.

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IN THE SUPREME COURT OF HONG KONG  
MISCELLANEOUS PROCEEDINGS

IN THE MATTER of Kowloon Inland Lot  
No. 2657 Section Dss1, 2 and Remaining  
Portion (109-135 Kadoorie Avenue,  
Grand Court, Kowloon).

and

IN THE MATTER of Conditions of Sale  
No. 3121 in respect of Kowloon Inland  
Lot No. 2657 dated 16th November 1931.

10

BETWEEN

HANG WAH CHONG INVESTMENT  
COMPANY LIMITED

Plaintiff

and

THE ATTORNEY GENERAL

Defendant

I, CHAN LAI of Room 401 Hang Seng Bank Building, 77 Des Voeux Road,  
Central Hong Kong do solemnly, sincerely and truly affirm and say as follows:—

1. I am the Manager of the Plaintiff Company and am duly authorised by the  
Plaintiff Company to make this Affidavit on its behalf. The facts deposed to herein  
are true within my own knowledge. 20
2. The Plaintiff Company is the registered owner of Kowloon Inland Lot 2657  
Section D Sub-sections 1 and 2 and the Remaining Portion thereof. This property  
is more commonly known as Grand Court, Kadoorie Avenue, Kowloon (hereinafter  
called "Grand Court").
3. Grand Court forms part of a larger area of land which was originally registered  
as Kowloon Inland Lot No. 2657, although many portions of the original plot have  
been re-registered under other title numbers pursuant to the filing of carving out  
Memorials.
4. On the 16th day of November 1931 Kowloon Inland Lot No. 2657 was offered  
for sale at public auction subject to the Particulars and Conditions of Sale registered  
under No. 3121 at the Land Registry. There is now produced and shown to me  
marked "CL1" a true copy of the said Particulars and Conditions of Sale. 30
5. By a Memorandum of Agreement by the Purchaser, the Hong Kong Engineering  
and Construction Company Limited was declared to be the highest bidder for Kowloon  
Inland Lot No. 2657 and agreed inter alia to become the Lessee thereof for a term  
of 75 years from the 16th day of November 1931, renewable for one further term  
of 75 years. There is now produced and shown to me marked "CL2" a true copy  
of the said Memorandum of Agreement, together with a typed copy thereof marked  
"CL2A". 40

6. By a Memorandum of Agreement dated the 10th day of September 1937 and made between the Director of Public Works of the Government of the Colony of Hong Kong (the Director) of the one part and the Hong Kong Engineering and Construction Company Limited (the Company) of the other part the aforesaid Conditions of Sale registered under No. 3121 at the Land Registry were altered as was therein agreed. There is now produced and shown to me marked "CL3" a true copy of the said Memorandum of Agreement together with a typed copy thereof marked "CL3A".

7. By an Assignment dated the 18th day of May 1954 and made between Hong Kong Engineering and Construction Company Limited (the Vendor) of the first part, Kan Nee Godfrey Yeh (the Confirmor) of the second part and Sun Hsing Company Limited, Lieu Jee Kong, Lieu Jee Chen, Frank Wen King Tsao and Kan Nee Godfrey Yeh (the Purchasers) of the third part, the Vendor, at the request of the Confirmor assigned and the Confirmor assigned and confirmed to the Purchasers as tenants in common the Land described therein, intended to be registered in the Land Office as Section D of Kowloon Inland Lot No. 2657. The premises were assigned to the Purchasers as tenants in common in the following shares, namely:—

1. 505/1000th parts or shares to Sun Hsing Company Limited
2. 275/1000th parts or shares to Lieu Jee Kong
3. 132/1000th parts or shares to Lieu Jee Chen
4. 44/1000th parts or shares to Frank Wen King Tsao
- and 5. 44/1000th parts or shares to Kan Nee Godfrey Yeh

There is now produced and shown to me marked "CL4" a true copy of Memorial No. 225460 recording the said Assignment.

8. By a Deed of Partition dated the 23rd day of November 1954 and made between Sun Hsing Company Limited (the First owner) of the first part, Lieu Jee Kong (the Second owner) of the second part and Lieu Jee Chen, Frank Wen King Tsao and Kan Nee Godfrey Yeh (the Third owners) of the third part, Section D of Kowloon Inland Lot No. 2657 was partitioned between the parties thereto as follows:—

- (1) The First owner should take in severalty the part intended to be registered as The Remaining Portion of Section D of Kowloon Inland Lot No. 2657.
- (2) The Second owner should take in severalty the part intended to be registered as Subsection 2 of Section D of Kowloon Inland Lot No. 2657.
- (3) The Third owners should take as Tenants in Common in the following shares, namely:—
  - (a) 3/5th parts or shares to Lieu Jee Chen
  - (b) 1/5th part or share to Frank Wen King Tsao

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(Cond.)

(c) 1/5th part or share to Kan Nee Godfrey Yeh

the part intended to be registered as Subsection 1 of Section D of Kowloon Inland Lot No. 2657. There is now produced and shown to me marked "CL5" a true copy of Memorial No. 230395 recording the said Deed of Partition.

9. By an Assignment dated the 23rd of November 1954 and made between Kan Nee Godfrey Yeh (the Vendor) of the one part and Lieu Jee Chen (the Purchaser) of the other part the Vendor assigned to the Purchaser his 1/5th part or share in the property registered at the Land Office as Subsection 1 of Section D of Kowloon Inland Lot No. 2657. There is now produced and shown to me marked "CL6" a true copy of Memorial No. 230396 recording the said Assignment.

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10. By an Assignment dated the 20th day of October 1955 and made between Sun Hsing Company Limited (the Assignor) of the one part and Leung Wai Wah, Wong Wai Fong, Leung Lai Har, Chan Bik Wah and Lee Wing Yip (the Assignees) of the other part the Assignor assigned to the Assignees the property registered in the Land Office as The Remaining Portion of Section D of Kowloon Inland Lot No. 2657 to hold the same as tenants in common in the following shares, namely:—

1. 60/100th parts or shares to Leung Wai Wah
2. 20/100th parts or shares to Wong Wai Fong
3. 10/100th parts or shares to Leung Lai Har
4. 8/100th parts or shares to Chan Bik Wah
- and 5. 2/100th parts or shares to Lee Wing Yip

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There is now produced and shown to me marked "CL7" a true copy of Memorial No. 241098, recording the said Assignment.

11. By an Assignment dated the 20th day of October 1955 and made between Leung Wai Wah (the Vendor) of the one part and Sun Hsing Company Limited (the Purchaser) of the other part the Vendor assigned to the Purchaser his 60/100th parts or shares in the property registered at the Land Office as The Remaining Portion of Subsection D of Kowloon Inland Lot No. 2657, there is now produced and shown to me marked "CL8" a true copy of Memorial No. 241099, recording the said Assignment.

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12. By an Assignment dated the 31st day of January 1956 and made between Lieu Jee Chen and Frank Wen King Tsao (the Vendors) of the one part and Hang Seng Bank Limited, Sun Hsing Company Limited, Lee Yee Ngan, Wong Wai Sheung, Sheng Ka Wai and Chan Shuk Fong (the Purchasers) of the other part the Vendors assigned to the Purchasers their parts or shares, respectively 4/5th and 1/5th in the property registered in the Land Office as Subsection 1 of Section D of Kowloon Inland Lot No. 2657, to hold the same as tenants in common in the following shares, namely:—

1. 40/100th parts or shares to Hang Seng Bank Limited
2. 25/100th parts or shares to Sun Hsing Company Limited
3. 20/100th parts or shares to Lee Yee Ngan
4. 5/100th parts or shares to Wong Wai Sheung

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5. 5/100th parts or shares to Sheng Ka Wai
6. 5/100th parts or shares to Chan Shuk Fong

There is now produced and shown to me marked "CL9" a true copy of Memorial No. 244304, recording the said Assignment.

13. By an Assignment dated the 31st day of January 1956 and made between Lieu Jee Hong (the Vendor) of the one part and Hang Seng Bank Limited, Sun Hsing Company Limited, Lee Yee Ngan, Wong Wai Sheung, Sheng Ka Wai and Chan Shuk Fong, (the Purchasers) of the other part the Vendor assigned to the Purchasers his interest in the property registered in the Land Office as Subsection 2 of Section D of Kowloon Inland Lot No. 2657, to hold the same as tenants in common in the following shares, namely:— 10

1. 40/100th parts or shares to Hang Seng Bank Limited
2. 25/100th parts or shares to Sun Hsing Company Limited
3. 20/100th parts or shares to Lee Yee Ngan
4. 5/100th parts or shares to Wong Wai Sheung
5. 5/100th parts or shares to Sheng Ka Wai
6. 5/100th parts or shares to Chan Shuk Fong

There is now produced and shown to me marked "CL10" a true copy of Memorial No. 244306, recording the said Assignment.

14. By an Assignment dated the 6th day of April 1957 and made between Lee Wing Yip (the Vendor) of the one part and Kwok Wai Chan (the Purchaser) of the other part, the Vendor assigned to the Purchaser his 2/100th parts or shares in the property registered in the Land Office as The Remaining Portion of Section D of Kowloon Inland Lot No. 2657. There is now produced and shown to me marked "CL11" a true copy of Memorial No. 259247, recording the said Assignment. 20

15. By an Assignment dated the 3rd day of June 1969 and made between Hang Seng Bank Limited, Lee Yee Ngan, Wong Wai Sheung, Sheng Ka Wai and Chan Shuk Fong (the Vendors) of the one part and Sun Hsing Company Limited (the Purchaser) of the other part the Vendors assigned to the Purchaser their 75/100th parts or shares in the property registered at the Land Office as Subsections 1 and 2 of Section D of Kowloon Inland Lot No. 2657. There is now produced and shown to me marked "CL12" a true copy of the said Assignment. 30

16. By an Assignment dated the 3rd day of June 1969 and made between Stephen Wing Chiu Leung (the First Vendor) of the first part, Leung Lai Har (the Second Vendor) of the second part, Chan Bik Wah (the Third Vendor) of the third part, Kwok Wai Chan (the Fourth Vendor) of the fourth part, Leung Wing Huen, Leung Wing Bill, Leung Wing Pui, Leung Wing Keung and Leung Wing Kwok (the Confirmers) of the fifth part and Sun Hsing Company Limited (the Purchaser) of the sixth part, the First Vendor, at the request of the Confirmers, the Second, Third and Fourth Vendors assigned and confirmed to the Purchaser their 40/100th parts or shares in the property registered at the Land Office as The Remaining Portion of Section D of Kowloon Inland Lot No. 2657. There is now produced and shown to me marked "CL13" a true copy of the said Assignment. 40

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of Chan Lai  
(Contd.)

17. By an Assignment dated the 30th day of March 1973 and made between Sun Hsing Company Limited (the Vendor) of the one part and Hang Wah Chong Investment Company Limited (the Purchaser) of the other part the Vendor assigned to the Purchaser (the Plaintiff Company Limited) its interest in the properties registered in the Land Office as Subsection 1 and Subsection 2 and The Remaining Portion of Section D of Kowloon Inland Lot No. 2657. There is now produced and shown to me marked "CL14" a true copy of the said Assignment.

And lastly, I do solemnly, sincerely and truly affirm and say that the contents of this my affirmation are true.

Affirmed at the offices of Messrs  
Wilkinson & Grist, 301, J. Hotung House,  
Kowloon  
this 24th day of February, 1978.  
Before me,

} Sd. Chan Lai

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Sd. Gary Paul Miller  
Solicitor  
(This affirmation is filed on behalf of the Plaintiff)

IN THE SUPREME COURT OF HONG KONG  
MISCELLANEOUS PROCEEDINGS

IN THE MATTER of Kowloon Inland Lot  
No. 2657 Section Dss1, 2 and Remaining  
Portion (109-135 Kadoorie Avenue,  
Grand Court, Kowloon).

and

IN THE MATTER of Conditions of Sale  
No. 3121 in respect of Kowloon Inland  
Lot No. 2657 dated 16th November 1931. 10

BETWEEN

HANG WAH CHONG INVESTMENT  
COMPANY LIMITED

Plaintiff

and

THE ATTORNEY GENERAL

Defendant

This Exhibit referred to the Affirmation of Chan Lai filed therein on the  
27th day of February, 1978.

Exhibit Marked	Consist of pages	
"CL1"	Six (6) pages	20
"CL2"	One (1) page	
"CL2A"	One (1) page	
"CL3"	Four (4) pages	
"CL3A"	Four (4) pages	
"CL4"	Five (5) pages	
"CL5"	Seven (7) pages	
"CL6"	Two (2) pages	
"CL7"	Four (4) pages	
"CL8"	Two (2) pages	
"CL9"	Three (3) pages	30
"CL10"	Three (3) pages	
"CL11"	Two (2) pages	
"CL12"	Three (3) pages	
"CL13"	Five (5) pages	
"CL14"	Three (3) pages	

DEACONS,  
Solicitors &c.,  
Hong Kong.

In the  
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Affirmation  
of Chan Lai  
(Contd.)

This is the exhibit marked CL-1 referred to in the Affirmation of Chan Lai.

Affirmed before me this 24th day fo February 1978.

Gary Paul Miller Solicitor Hong Kong.

Land Officer.

C.S.O. 3999/31.  
(Sd.) Illegible

PARTICULARS AND CONDITIONS of the Sale by Public Auction to be held on Monday, the 16th day of November, 1931, at 3 p.m. at the Offices of the Public Works Department, by Order of His Excellency the Governor, of one Lot of Crown Land at Junction of Argyle Street and Waterloo Aoad, in the Colony of Hong Kong, for a term of 75 years, with the option of renewal at a Crown Rent to be fixed by the Surveyor of His Majesty the King, for one further term of 75 years. 10

General and Special Conditions in respect of House Nos. 3, 5, 7, 9, 11, 13, 17, 19 complied with vide memo from S.C.L. & S of 1852-65 attached. 20

(Sd.) Illegible  
p. L. O.  
22-2-65.

PARTICULARS OF THE LOT.

No. of Sale.	Registry No.	Locality.	Boundary Measurements.				Contents in sq. ft.	Annual Rental	Upset Price
			N.	S.	E.	W.			
2	Kowloon Inland Lot No. 2657.	Junction of Argyle Street and Waterloo Road.	ft.	ft.	ft.	ft.	about 1,330,000	\$ 15,266	\$ 266,000

KIL No. 9664 (Formerly KIL 2657 s. G. ss.1) General & Special Conditions complied with, vide copy of C. L. & S.O.'s memo of 26.11.1970 attached.

(Sd.) Illegible  
p. L. O.  
28.12.1970

S.A. & R.P. of ss.3 of S.A. of KIL 2657 (now known as ss.3 of S.A. of KIL 2657) General & Special Conditions complied with, vide copy of S.C.L. & S's memo of 10.6.1969 attached.

(Sd.) Illegible  
p. L. O.  
17.6.1969.

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Affirmation  
of Chan Lai  
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## CONDITIONS OF SALE.

1. The highest bidder at or above the upset price shall be the Purchaser, and if any dispute arise between two or more bidders the Lot shall be put up again at a former bidding. 10
2. No person shall at any bidding advance less than \$100.
3. The Lot is offered for sale subject to the rights of His Majesty the King to bid by any officer or other person or by the auctioneer as often as he or they may think fit and to withdraw every or any Lot.
4. Immediately after the fall of the hammer, the Purchaser of the Lot shall sign the Memorandum of Agreement, hereinafter contained, for completing the purchase according to these Conditions, and the Special Conditions hereinafter contained and shall, within three days of the day of sale pay into the Colonial Treasury the full amount of Premium at which the Lot shall have been purchased. 10
5. The person who signs the Contract of Sale as Purchaser shall be regarded as a principal unless at the time of signing the same he shall disclose the fact that he is acting as an agent only, in which case he shall at the same time disclose the name or names of his principal or principals and insert the same in the Contract.
6. The Purchaser shall pay into the Colonial Treasury on behalf of His Majesty the King within three days of the day of sale, the sum of \$50 for and in consideration of boundary stones, which shall be fixed by the Director of Public Works at each angle of the Lot, properly cut and marked with the Registry Number of the Lot, and the Purchaser shall notify the Director of Public Works when he is ready to have the boundary stones fixed. If it is intended that the angles of the Lot shall be covered by buildings, walls or other erections, such notification must be given at least fourteen days before the foundations are up to ground level to enable the boundary stones to be built into such buildings, walls or other erections as the work proceeds. If such notification be not duly given, the Director of Public Works shall be at liberty at any time to enter on the Lot and to cut into any buildings, walls or other erections thereon and to do any act which may be necessary for the purpose of fixing the boundary stones. Any expense incurred in consequence of such cutting into buildings, walls or other erections shall be borne by the Purchaser, and the amount thereof shall be paid by him to the Colonial Treasury within seven days of receipt of a demand in writing from the Director of Public Works. 20 30

KIL 7822 (formerly KIL 2657 s.A ss.10 s.A. KIL 2657 s.A. ss.11 s.A R.P.) General & Special Conditions complied with, vide copy of C. E. S. (V)'s memo of 31.7.1970 attached.

(Sd.) Illegible  
p. L. O.  
14.8.1970.

KIL 7353 (s.G R.P. of KIL 2657) & KIL 7351 (formerly KIL 2657 s.A ss.11, s.A ss.1) General & Special of Conditions complied with, vide copy C.E.S. (V)'s memo of 31.7.1970 attached.

(Sd.) Illegible  
p. L. O.  
Date illegible

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7. The Purchaser shall apply to the Director of Public Works for the Lot to be set out on the ground and shall not commence any operations for building thereon until the Lot shall have been so set out by the Director of Public Works. If the Purchaser shall erect any building otherwise than in due accord with the alignment of the setting out as aforesaid he shall when called upon by the Director of Public Works so to do, demolish such building and shall rebuild upon the correct alignment. If the Purchaser shall when required by the Director of Public Works so to do fail to demolish any such building as aforesaid it shall be lawful for the Director of Public Works to cause such building to be demolished and the Purchaser shall on demand pay to the Director of Public Works the amount certified by him to be the cost of such demolition. A certificate purporting to be signed by the Director of Public Works as to the alignment of any building or as to the cost of demolition shall be final and conclusive evidence as between the parties hereto as to the facts certified therein. 10

8. The Purchaser shall execute and take up a Crown Lease for the Lot when called upon to do so by the Land Officer, for which purpose all estates or interest whatsoever in the Lot or any part thereof created since the day of sale, by way of Mortgage, Charge or otherwise then outstanding shall thereupon forthwith be previously reassigned or satisfied and an endorsement by the Land Officer on these Conditions that Plans of the Lot or any specified part thereof are in the Land Office and that the Crown Lease thereof must be taken up before any further dealings with the Lot or such specified part can be registered, shall be deemed to be a sufficient requisition to that effect, and shall pay to him, therefor, the prescribed fee. 20

9. The Purchaser of the Lot shall build and finish, fit for occupation, before the expiration of 5 years from the date of sale in a good, substantial and workmanlike manner, one or more good and permanent buildings upon some part of the Lot with such materials as may be approved by the Director of Public Works, and in other respects in accordance with the provisions of all Ordinances, Bye-laws and Regulations relating to Buildings or Sanitation as shall or may at any time be in force in the Colony and shall expend thereon a sum of not less than \$500,000 in rateable improvements. Provided that notwithstanding any default by the Purchaser in complying with this condition, and notwithstanding the acceptance on behalf of the Crown of any Crown rent or rates, or other payment whatever, the Director of Public Works may in his discretion, and whether the Purchaser consent or not, fix at any time and from time to time any extended period for the completion of the said buildings in substitution for the said period of 5 years, and thereupon the obligation hereunder of the Purchaser in question to complete the said buildings shall be taken to refer to such substituted period, and the right of re-entry reserved in these conditions shall arise upon default of completion within such substituted period as if it had been the period originally provided. 30 40

10. No sewage or refuse water will be allowed to flow from the Lot on to any of the adjoining lands whether belonging to the Crown or to private persons; neither shall any decaying, noisome, noxious, excrementitious, or other refuse matter be deposited on any portion of the Lot, and in carrying out any works of excavation on the Lot no excavated earth shall be deposited on the Lot or (with permission) on Crown Land adjoining in such manner as shall expose the slopes of such excavated

earth to be eroded and washed down by the rains, and all such slopes shall be properly turfed and, if necessary, secured in place by means of masonry toe walls. The Purchaser shall see that all refuse matters are properly removed daily from off the premises.

11. The Purchaser of the Lot shall pay into the Colonial Treasury a proportionate part of the annual rental specified in the particulars hereinbefore contained on the 25th day of December next, and thereafter shall pay such annual rental by equal half-yearly payments on the 24th day of June and the 25th day of December in each and every year during the term of 75 years hereinbefore mentioned.

12. The exact boundaries and area of the Lot or subdivisions thereof shall be determined before the issue of the Crown Lease or Leases. In the event of any discrepancy being found to exist between the aggregate of the areas leased or to be leased and the areas taken over by the Government as roads when compared with the area specified in the particulars hereinbefore contained there shall be paid or refunded to the Purchaser for the excess or deficiency, as the case may be, an amount per square foot (Illegible) calculated at the rate per square foot at which the Lot is sold. The Crown Rent will be adjusted to the nearest even dollar at the rate of \$500 per acre per annum for the area of each Lot leased. 10

13. When the Conditions herein contained have been complied with to the satisfaction of the Director of Public Works, the Purchaser of the Lot shall be entitled to a Lease from the Crown, of the Piece of Ground comprised in such Lot for 75 years, to be computed from the day of sale at such Annual Rental payable half-yearly on the 24th day of June and the 25th day of December, in each and every year as is specified in the Particulars of such Lot hereinbefore contained; and such Crown Lease shall be subject to, and contain all Exceptions, Reservations, Covenants, Clauses and Conditions inserted in the Crown Leases of similar Lots in the Colony of Hong Kong, or which may be required for the purpose of carrying out any of the General and Special Conditions herein contained affecting the said Lot or the title thereto. The Lease shall also contain a proviso that the Lessee is to have the option of renewing the Lease for one further term of 75 years, at a Crown Rent to be fixed by the Surveyor of His Majesty the King. 20 30

14. Should the Purchaser neglect, or fail to comply with these Conditions or any of them, his Premium, or any portion thereof which may be paid, shall be thereupon forfeited to His Majesty, who shall be at full liberty either to enforce the sale, or to resell the Property at such time and place and in such manner as to His Majesty shall seem fit, and in case of a re-sale the increase, if any, of the Premium or Purchase Money shall be retained by His Majesty, and the deficiency, if any, and all Costs and Expenses shall be made good by the Purchaser and be recoverable as liquidated damages, or at the option and pleasure of His Majesty, to re-enter and resume the property as if no sale had ever taken place, in which case also the premium paid by the Purchaser shall be thereupon wholly forfeited to His Majesty. But such re-entry shall not exonerate the present Purchaser upon a subsequent re-sale of the property to make good the deficiency, if any, upon such re-sale, and all costs and expenses as ascertained to be recoverable as aforesaid. 40

15. Possession of the Lot sold shall be deemed to have been given to the Purchaser,

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and to have been taken by him, on the day of sale.

16. The expression "Purchaser" used herein shall in every case include the Purchaser and where the context so admits or requires his executors, administrators or assigns, and in the case of a corporation its successors or assigns.

17. The foregoing General Conditions shall be read and construed as varied or modified by the Special Conditions hereinafter contained.

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**SPECIAL CONDITIONS OF SALE HEREINBEFORE  
REFERRED TO.**

1. The Purchaser, his executors, administrators and permitted assigns shall not, except by way of mortgage, assign or underlet or part with the possession or otherwise dispose of the Lot in question or any part thereof or of his interest therein without the consent of His Excellency the Governor unless and until he has formed the whole areas in accordance with Special Condition No. 2 and has expended upon the erection of buildings on the Lot the sum required by clause 9 of the general conditions of sale. 10

Provided that when the whole of the areas has been formed in compliance with Special Condition No. 2 the Purchaser may at his option, to be exercised within three months of the completion of such formation, call upon the Director of Public Works to apportion between the Lots shown on the lay out plan in proportion as nearly as may be to their area the liability for expenditure under clause 9 of the general conditions of sale, but in such event the total sum to be expended under that clause shall be \$600,000 in lieu of \$500,000. If such apportionment shall be made then the Purchaser shall be at liberty to sell any lot when the apportioned building covenant has been complied with in respect of such Lot. In the event of such apportionment the right (Illegible) reserved by the general conditions of sale shall be deemed to be severable and shall be enforceable upon neglect or failure to comply with the general or Special Conditions of Sale in respect of any individual Lot. 20

2. The whole of the areas coloured red and green on sale plan shall be formed by the Purchaser at his own expense to such levels as may be approved by the Director of Public Works within three years from the day of sale. The area coloured green shall be handed over to the Government free of cost on completion of the formation. 30

3. The Purchaser shall not utilize the area coloured green on the sale plan for the purpose of storage or for the erection of any temporary buildings without the written consent of the Director of Public Works first having been obtained. The said Director will give such reasonable facilities for the use of this area as he shall in his absolute discretion think fit.

4. The Purchaser shall within six months of the date of the sale supply to the Director of Public Works a general lay out plan showing the positions width and levels of the roads which it is proposed to make, the positions levels and dimensions of the Lots into which it is proposed to divide the Lot and the positions and nature 40

of the buildings which it is proposed to erect and such lay-out plan shall be subject to the approval of the Director of Public Works. The whole of the lot shall be developed by the Purchaser to the satisfaction of the Director of Public Works in accordance with an approved layout plan and no alteration shall be made in the positions width or levels of roads, the positions levels or dimensions of Lots or the positions or nature of the buildings shown on such plan without the consent in writing of the Director of Public Works. No road upon the Lot shall be less than twenty feet wide and every road, other than a cul de sac upon which not more than four Lots about, shall be not less than twenty five feet wide.

5. The number of houses to be erected on the original Lot shall not be less than 35. 10

The area of the site and curtilage of each house intended to comprise a separate Lot shall be not less than 8,000 square feet and the Purchaser shall not dispose of any Lot of less area. The Crown Lease of each Lot shall contain a covenant in such form as may be required by the Land Officer for ensuring the continued maintenance of such an area for the Lot.

6. Save as provided herein the Purchaser shall not erect on the Lot any buildings other than detached or semi-detached residential premises of European type or such other buildings of European type as the Director of Public Works may approve of with garages and all proper outbuildings thereto. Provided that, subject to the provisions of Special Conditions 7 and 8, the Purchaser shall be at liberty to erect flats, with or without shops or self-contained garages on the ground floor, fronting to Argyle Street and Waterloo Road on that part of the Lot hatched red on the sale plan and having a frontage of approximately 350 feet to Argyle Street and approximately 125 feet to Waterloo Road. 20

\* Save as herein provided no buildings erected on the Lot shall be used otherwise than as a private dwelling-house without the written consent of the Governor.

7. The design of the exterior elevations plans height and disposition of any buildings to be erected on the Lot shall be subject to the special approval of the Director of Public Works and no building shall be erected on the Lot save in accordance with such approval. 30

8. The Purchaser shall not without the written consent of the Governor erect any building whatsoever within 20 feet of Argyle Street or Waterloo Road.

9. The Purchaser shall construct substantial retaining walls, where necessary to obviate landslips in the event of his cutting away the hill to level and develop the site, or to protect any filling in connection with the same. Should a landslip occur as a result of such cutting or levelling, the Purchaser will be held responsible for and shall indemnify the Government and its officers from and against all actions claims and

\* Consent to erection of block of offices with substation at the rear for China Light & Power Co. 40

(Sd.) Illegible 7.7.39.

demands arising out of any damage resulting from or brought about by such landslip.

10. The Purchaser shall at his own expense construct to the satisfaction of the Director of Public Works such drains or channels as that officer may consider necessary to intercept and carry off storm-water falling upon or flowing on to the Lot and the Purchaser shall be liable for and shall indemnify the Government and its officers from and against all actions claims and demands arising out of any damage or nuisance caused by such storm water.

11. The purchaser shall pay into the Colonial Treasury, on demand, the cost of removing any Chinese graves at present on the Lot, if such removal becomes necessary; the work of removal to be done by the Tung Wah Hospital Authorities.

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12. The purchaser shall not remove any trees growing on the Lot but shall notify the Superintendent of Botanical and Forestry Department in the event of his requiring the removal of any trees which may interfere with building or levelling operations. The removed of such trees shall be effected by the said Superintendent.

13. The Purchaser shall pay into the Colonial Treasury, on demand, the cost of removing, diverting and reinstating elsewhere as may be required any water main, cable, telegraph or telephone line, sewer or culvert, on the Lot, which the Director of Public Works may consider it necessary to remove or divert.

14. Subject to the provisions of Special Condition No. 2 the Purchaser shall be at liberty to utilize, for a period of 5 years from the day of the sale, for purposes in connection with transportation work or the manufacture of reinforced concrete pipes or other matters connected with structural work an area of 87,000 square feet or thereabouts in the north west corner of the lot abutting on Kowloon Inland Lots Nos. 1588 and 2341: Provided always that the Purchaser shall not use or permit the said area to be used for any noisy, noisome or offensive business and shall indemnify the Government and its officers from and against all actions claims and demands arising out of the use of the said area. The said area shall be developed and built upon in accordance with the approved lay out plan within six years from the date of the sale.

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15. The Purchaser shall form to such levels as may be required by the Director of Public Works all roads upon the lot as indicated on the lay out plan and shall roughly surface them or otherwise prepare them so that they will drain and carry off rain water and permit of all building traffic being carried on. Upon the completion of the formation of such roads as aforesaid and upon completion of the buildings on the lots abutting thereon in accordance with the lay-out plan such roads to the extent to which buildings shall have been completed on the lots abutting thereon shall be surfaced kerbed and channeled by the Government at the cost of the Purchaser. The Purchaser shall, on demand, pay into the Colonial Treasury the estimated cost of the surfacing, kerbing and channeling of any road or portion of a road and shall, on demand, pay into the Colonial Treasury such further sum or sums as may be certified by the Director of Public Works to be the amount by which the actual cost of such surfacing kerbing and channeling has exceeded the estimated cost. After such roads have been surfaced kerbed and channeled as aforesaid and payment therefor has been

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duly made they shall be given up to the Government free of charge and the Government shall take over and keep the same in repair and provide lighting therefor.

16. The Government shall as soon as Special Condition No. 2 has been complied with construct proper usual and sufficient storm-water drains and sewers. Nothing in this condition contained shall be interpreted as imposing on the Government the obligation of constructing any storm-water or other drain on any portion of the lot other than the portions given up as roads or to make the connections between the storm-water drains and sewers and the drains on the lot or any part thereof.

The Government reserves the right to make and conduct in through and under any part of the lot any public or common sewers drains and water courses. 10

17. No flush system shall be used on any building upon any portion of the lot unless the Purchaser shall have obtained the written consent of the Director of Public Works.

No water from the Government mains shall be used for flushing, except with the consent of the Director of Public Works

See also File

18. The Government shall within one year of the due formation of any individual portion of the lot amounting to not less than one third of the whole area (Illegible) such water mains as shall be requisite for the service of buildings to be erected on such formed portion of the lot, and shall within a like period of the formation of each succeeding undivided third portion of the lot lay the like water mains for the service of the buildings to be erected thereon. 20

19. The Crown Rent of the lot shall be adjusted from time to time by the deduction of a proportionate part thereof for the area comprised in any road or part of a road indicated on the lay out plan which may be taken over by the Government.

20. The Purchaser shall, on demand pay into the Colonial Treasury any sum which the Director of Public Works shall certify to be the cost of making good any damage done to any road which has been taken over by the Government by the purchaser his contractors or subcontractors or his or their workmen or vehicles.

21. Where under these conditions the consent or approval of the Governor or of the Director of Public Works is required the grant or with-holding of such consent shall be in the absolute discretion of the person (Illegible). 30

Sd. (Illegible)

Director of Public Works.

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## MEMORANDUM OF AGREEMENT BY THE PURCHASER

Memorandum that Mr. J. P. Bragar for and on behalf of the Hong Kong Engineering & Construction Co. Ltd.

The person whose name is hereunder written has been declared the highest bidder for the Lot described in the foregoing particulars of Sale and hereunder specified opposite to his said name and signature and does hereby agree to become the Lessee thereof under and subject to the foregoing Conditions of Sale, and on his part to perform and abide by the said Conditions.

No. of Sale.	Registry Number	Annual Rent	Amount of Premium at which Purchased	Signature of Purchaser	
2	Kowloon Inland Lot No. 2657.	\$ 15,266	\$326,000. paid 19.11.31.	For and on behalf of the Hongkong Engineering & Construction Co. Ltd.	10
			Sd. (Illegible)	Sd. (J. P. Bragar) Managing Director	20

Sd. (Illegible)

.....  
Witness to Signature of Purchaser.

Sd. (Illegible)

.....  
Director of Public Works.

Sd. (Illegible)

.....  
Witness to Signature of Director of Public Works.

This is the exhibit marked "CL2" referred to in the Affirmation of Chan Lai.  
Affirmed before me this 24th day of February 1978.  
Sd. Gary Paul Miller Solicitor

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DATED 10th September 1937.

KOWLOON INLAND LOT NO. 2657

THE DIRECTOR OF PUBLIC WORKS  
and on behalf of THE GOVERNMENT  
OF THE COLONY OF HONG KONG.

and  
THE HONG KONG ENGINEERING AND  
CONSTRUCTION CO., LTD.

MEMORANDUM OF AGREEMENT relating  
and supplemental to Conditions of  
Sale No. 3121 10

Land Office,  
Hong Kong.

MEMORANDUM OF AGREEMENT made the tenth day of September One thousand nine hundred and thirty seven between the Director of Public Works of THE GOVERNMENT OF THE COLONY OF HONG KONG for and on behalf of the said Government (who and whose successors in office are where the context so admits hereinafter referred to as "the said Director") of the one part and the HONG KONG ENGINEERING AND CONSTRUCTION COMPANY LIMITED whose registered office is situate at Victoria in the said Colony (who and whose permitted assigns are where the context so admits hereinafter referred to as "the Company") of the other part relative and supplemental to Conditions of Sale of Kowloon Inland Lot Number 2657 registered in the Land Office as Conditions Number 3121 WHEREAS following a sale by public auction the said Conditions of Sale were signed on the sixteenth day of November One thousand nine hundred and thirty one for and on behalf of the Company by its Managing Director and for and on behalf of the said Government by the then Director of Public Works AND WHEREAS it has been agreed between the parties as IT IS HEREBY AGREED that the Conditions of Sale be and are hereby altered as follows:— 20

1. Special Condition Number 1 is amended to the effect that the Company will be permitted from time to time and before completion of the building conditions on the whole Lot to alienate such portions of the Lot as may be approved in writing by the Director of Public Works subject in each case to separate building conditions on such portion in which the amount to be expended in building on such portion will be allocated by the said Director (not necessarily in proportion to area) and such portion shall be subject to right of re-entry by the Crown in the event of default in respect of such portion as if such separate condition and separate allocation had been specified in the said Conditions of Sale. Subject also to right of re-entry by the Crown on such portion in the event of default in respect of such portion in any of the conditions contained in the said Conditions of Sale in so far as such conditions are applicable to such portion but without prejudice to the Crown's right of re-entry on the remainder of the Original Lot in the event of failure to expend the sum of Six hundred thousand dollars (including sums allocated as aforesaid) on at least thirty-five houses on the Original Lot, or on failure in respect of the said remainder 30 40



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to comply with any other condition contained in the said Conditions of Sale and such right of re-entry on the remainder of the Original Lot shall be deemed to be severable and will not involve re-entry on such portion.

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(Contd.)

2. The Company or its permitted assigns of such portion shall execute and take up a Crown Lease for such portion when called upon to do so by the Land Officer in such manner and subject to such conditions as are provided in General Condition Number 8 of the said Conditions of Sale.

3. The said Conditions of Sale and this Memorandum of Agreement shall be read and construed together as forming one document and except in so far as hereby altered or varied the said Conditions of Sale shall apply alike to such portions as aforesaid and to the remainder of the Original Lot. 10

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above mentioned.

SIGNED by the Director of Public Works in the presence of Sd. P. D. Wilson Assistant Director of Public Works. } Sd. R. M. Henderson

SIGNED for and on behalf of the Hong Kong Engineering and Construction Company Limited by J. P. Bragar its Managing Director in the presence of } on behalf of the HONGKONG ENGINEERING AND CONSTRUCTION COMPANY, LTD. Sd. J. P. Bragar Managing Director. 20

Sd. (Illegible)  
  
Secretary  
Hongkong Engineering &  
Construction Co. Ltd.

This is the exhibit marked "CL3A" referred to in the Affirmation of Chan Lai. Affirmed before me this 24th day of February 1978. Sd. Gary Paul Miller Solicitor 30

In the Supreme Court of Hong Kong  
No. 3 Affirmation of Chan Lai (Contd.)  
2% Ad Valorem Duty Paid  
\$17,954:—  
(Sd.) L. C. Strange  
p. Collector  
19 MAY 1954  
(Seal)

I hereby certify that the Stamp Duty payable under Section 6(1) of Stamp Ordinance, Cap. 117 amounts to dollars Twenty six thousand nine hundred and thirty one only  
(\$26,931: — Paid)  
C/R No: — 9024 (sd.) L. C. Strange.  
Assistant Collector  
19 MAY 1954  
(Seal)

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\$

No. 225460

MEMORIAL required to be registered in the Land Office according to the provisions of the Land Registration Ordinance, (Chapter 128).

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Nature and object of the Instrument to which the Memorial relates.

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ASSIGNMENT made between the undermentioned Vendor of the first part the undermentioned Confirmor of the second part and the undermentioned Purchasers of the third part.

WHEREBY AFTER RECITING that at a sale by public auction held by order of His Excellency the Governor on the 16th November 1931 the Vendor purchased from the Crown All That piece or parcel of ground registered in the Land Office as Kowloon Inland Lot No. 2657 subject to the terms and conditions contained in certain General and Special Conditions of Sale deposited and registered in the Land Office as Conditions of Sale No. 3121 (thereinafter referred to as "the said Conditions").

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AND AFTER RECITING that by Clause 9 of the said General Conditions it was provided that the purchaser of the lot should build and finish fit for occupation at the expiration of five years from the date of sale in a good substantial and workman-like manner one or more good and permanent buildings upon some part of the lot with such materials as might be approved by the Director of Public Works and in other respects in accordance with the provisions of all the Ordinances, Bye-laws and Regulations relating to Buildings or Sanitation as should or might at any time be in force in the Colony and should expend thereon a sum of not less than \$500,000.00 in rateable improvements.

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AND AFTER RECITING that by the said General Conditions it was also inter alia provided that when the conditions therein contained had been complied with to the satisfaction of the Director of Public Works the purchaser of the lot should be entitled to a Lease from the Crown for a term of 75 years from the date of sale with an option of renewal for one further term of 75 years.

AND AFTER RECITING that by Clause 1 of the said Special Condition it was provided that the purchaser of the lot should not except by way of mortgage assign or underlet or part with the possession of or otherwise dispose of the lot in question or any part thereof or any interest therein without the consent of His Excellency the

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Governor unless and until it had formed the whole area in accordance with Special Conditions No. 2 and had expended upon the erection of building the sum required by Clause 9 of the said General Conditions of Sale.

AND AFTER RECITING that the Vendor had duly formed at its own expense to such levels as approved by the Director of Public Works the whole of the area as specified in Clause 2 of the said Special Conditions and had also complied with the Building Covenant as specified in Clause 9 of the said General Conditions.

AND AFTER RECITING that the Vendor in accordance with Clause 4 of the said Special Conditions of Sale had developed the said Lot into 76 separate lots in pursuance to a general lay-out plan approved by the Director of Public Works.

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AND AFTER RECITING that All That portion of the said premises then registered or intended to be registered in the Land Office as The Remaining Portion of Kowloon Inland Lot No. 2657 remained vested in the Vendor subject to and with the benefit of the said Conditions.

AND AFTER RECITING that the Vendor had agreed with the Confirmor for the sale of All That portion thereafter more particularly described of the said premises to him for the price of \$897,650.00.

AND AFTER RECITING that the Confirmor had since agreed with the Purchasers for the sale of the same portion of the said premises to them for the price of \$897,650.00.

AND AFTER RECITING that the Purchasers had provided the said purchase price of \$897,650.00 in the shares following namely as to \$453,313.25 by Sun Hsing Company Limited as to \$246,853.75 by Lieu Jee Kong as to \$118,489.80 by Lieu Jee Chen as to \$39,496.60 by Frank Wen King Tsao and as to the remaining \$39,496.60 by Kan Nee Godfrey Yeh and had requested that the said premises should be assigned to them in the shares thereafter appearing.

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IT WAS WITNESSED that in pursuance of such agreement and in consideration of \$897,650.00 then paid by the Purchasers in the shares aforesaid to the Vendor at the request (thereby testified) of the Confirmor (receipt &c.) The Vendor at the request (thereby testified) of the Confirmor DID thereby assign and the Confirmor DID thereby assign and confirm unto the Purchasers ALL THAT the interest benefit and advantage of the Vendor of and in ALL THAT portion of the piece or parcel of ground situate lying and being at Kadoorie Avenue Kowloon in the Colony of Hong Kong which portion with its abutments and dimensions was more particularly delineated and described on the plan thereto and hereto annexed and thereon coloured Pink and was intended to be registered in the Land Office as SECTION D OF KOWLOON INLAND LOT NO. 2657 and of and in the messuages erections and buildings thereon (if any) and all rights rights of way (if any) privileges easements and appurtenances thereto belonging or appertaining AND all the estate right title interest property claim and demand whatsoever of the Vendor and the Confirmor therein and thereto except and reserved as in the said Conditions was excepted and reserved TO HOLD the premises thereby assigned unto the Purchasers as Tenants in Common in the following shares namely as to 505/1000th parts or shares thereof in the said Sun Hsing Company Limited as to another 275/1000th parts or shares

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thereof in the said Lieu Jee Kong as to another 132/1000th parts or shares thereof in the said Lieu Jee Chen as to another 44/1000th parts or shares thereof in the said Frank Wen King Tsao and as to the remaining 44/1000th parts or shares thereof in the said Kan Nee Godfrey Yeh absolutely subject to and with the benefit of the said Conditions subject to the payment of the proportion thereafter mentioned of the rent and the performance of the several terms and conditions in and by the said Conditions reserved and contained so far as they related to the thereby assigned premises.

COVENANT by the Vendor for title, right to assign, quiet enjoyment and for further assurances. 10

COVENANT by the Confirmor that he had not encumbered.

COVENANT by the Purchasers to pay the annual sum of \$686.90 being a proportion of the rent and to perform the terms and conditions by and in the said Conditions reserved and contained so far as they related to the thereby assigned premises and at their own costs and expenses to take up the Crown Lease or Crown Leases of the premises thereby assigned whenever called upon by the Land Officer so to do and for indemnity.

(#) aforesaid LIEU JEE KONG (呂建康) Merchant of No. 5 Henderson Road Tai Hang in the said Colony of Hong Kong LIEU JEE CHEN (呂建成) Merchant of No. 5 Henderson Road aforesaid FRANK WEN KING TSAO (曹文錦) Merchant of No. 4 Perkins Road Tai Hang aforesaid and the said KAN NEE GODFREY YEH "the Purchasers" of the third part. 20

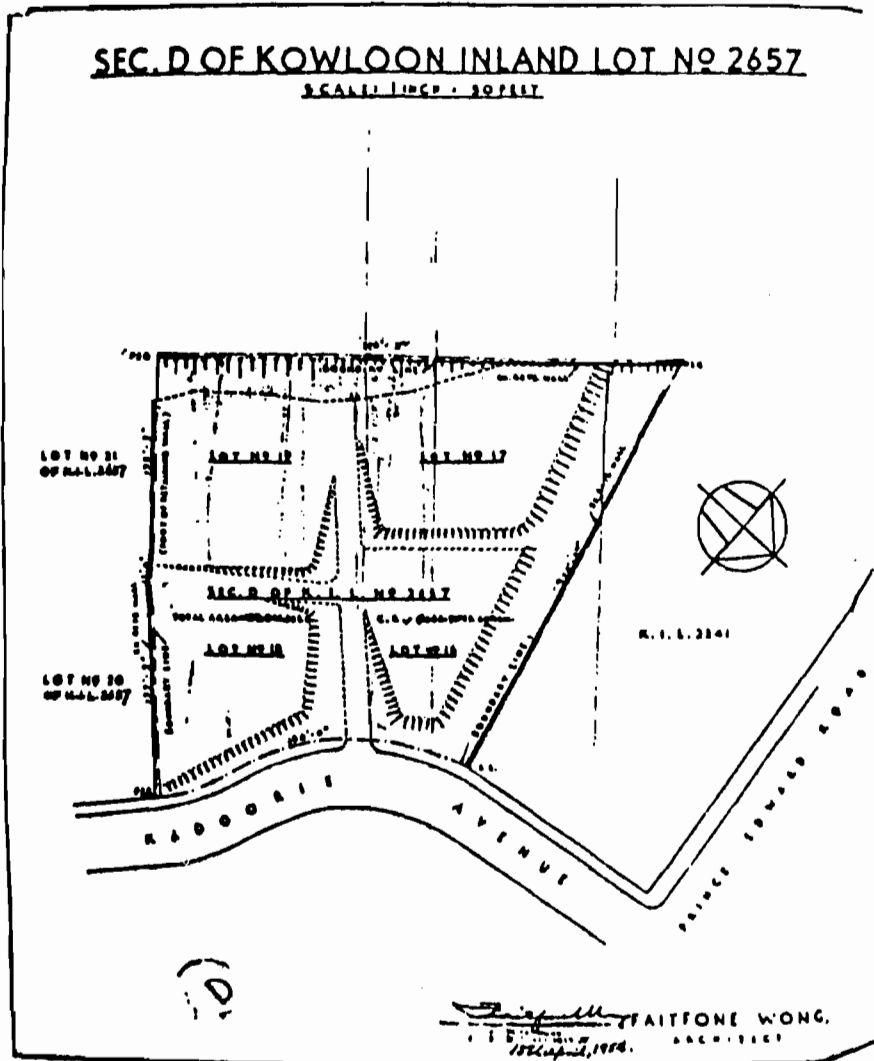
(##) and Kan Nee Godfrey Yeh:— M. W. Lo, Solicitor, Hong Kong.

This is the exhibit marked "CL-4" referred to in the Affirmation of Chan Lai affirmed herein on the 24th day of February 1978.

(Sd.) Gary Paul Miller  
Solicitor, Hong Kong

In the  
Supreme  
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(Contd.)



Sharia without the consent of His Excellency the Governor unless and

In the  
Supreme  
Court of  
Hong Kong

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of Chan Lai  
(Contd.)

Date of Instrument	The 18th day of May 1954.
Names & Additions of Parties.	HONG KONG ENGINEERING AND CONSTRUCTION COMPANY LIMITED whose registered office is situate at St. George's Building, second floor, Victoria in the Colony of Hong Kong "the Vendor" of the first part KAN NEE GODFREY YEH (葉庚年) of No. 12 Stanley Street Victoria aforesaid Merchant "the Confirmor" of the second part and SUN HSING COMPANY LIMITED whose registered office is situate at No. 4A Des Voeux Road Central, second floor, Victoria (#)
Names & Additions of Witnesses.	Witness to the affixing of the Common Seal of the Vendor and signed by Hon. Lawrence Kadoorie, W. A. Welch, two directors D. Sahmet Secretary, and the execution by the Confirmor and to the affixing of the Common Seal of the said Sun Hsing Company Limited and signed by John Fook Ming its Manager and the execution by the said Lieu Jee Kong, Lieu Jee Chen, Frank Wen King Tsao (##)
Premises affected by the Instrument.	the interest benefit and advantage of the Vendor of and in SECTION D OF KOWLOON INLAND LOT NO. 2657.
Signature of Parties signing Memorial.	

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I A. K. W. Lui of Messrs. Lo and Lo, duly admitted and enrolled as a solicitor in the Colony of Hong Kong, hereby certify that [according to Section VII of the Land Registration Ordinance (Cap. 128)] the foregoing Memorial contains a just and true account of the several particulars therein set forth.

RECEIVED at the Land Office and Registered as Memorial No. 225460 on 25 MAY 1954.

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Dated the 25th day of April 1954.

p. Land Officer.

(Sd.) A. K. W. Lui  
Solicitor,  
Hong Kong.

V. DRX111-176

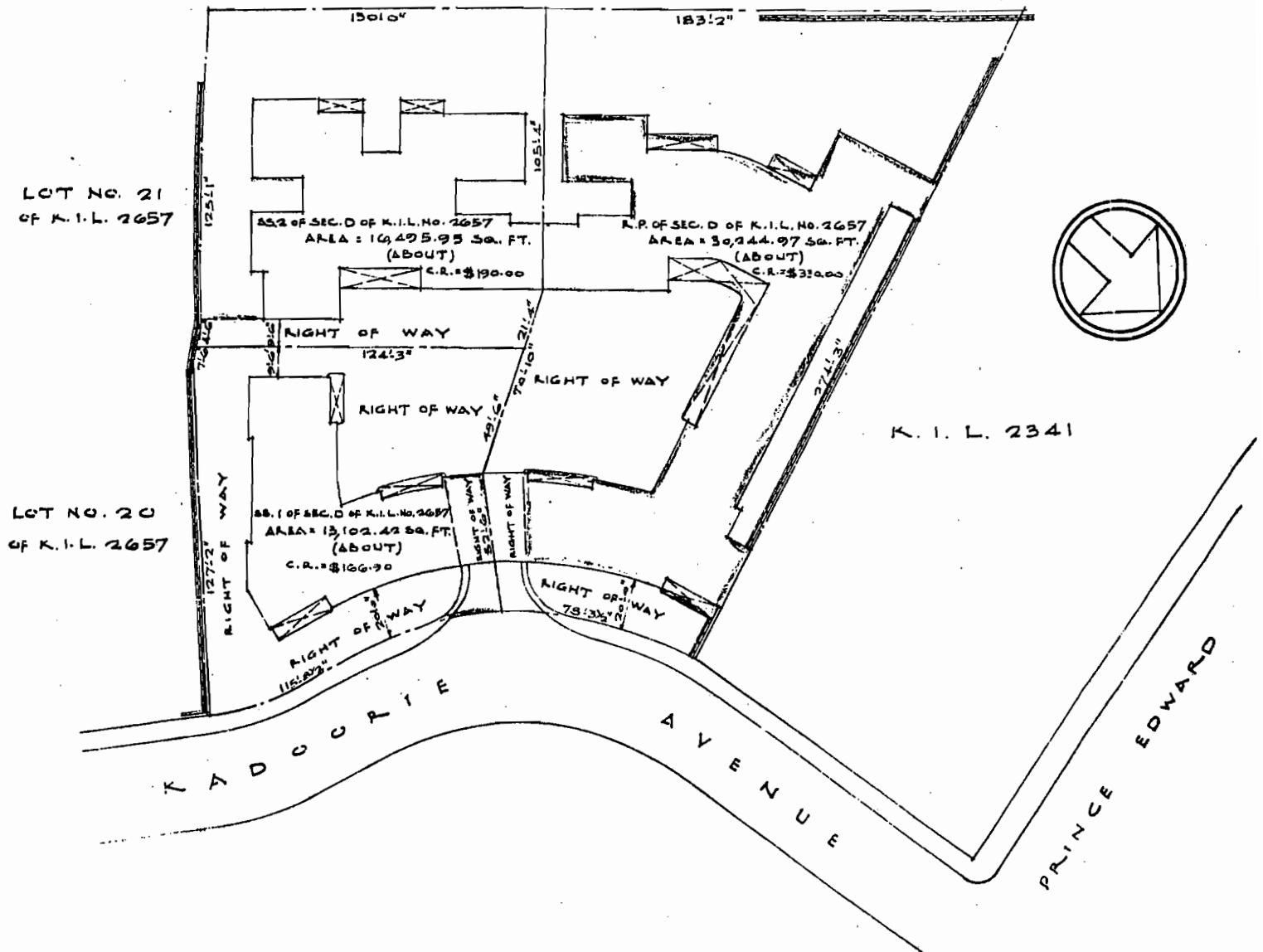
In the  
Supreme  
Court of  
Hong Kong

No. 3  
Affirmation  
of Chan Lai  
(Contd.)

SEC. D OF K. I. L. NO 2657

SCALE: 50' 0" = 1"

This is the exhibit marked "CL-5"  
referred to in the Affirmation  
of Chan Lai  
Sworn Affirmed before me this 14th day  
of February 1978  
SA. Sam Paul Miller  
Notary Public  
Hong Kong



In the  
Supreme  
Court of  
Hong Kong

**DUPLICATES of COUNTERPARTS**

each stamped with \$2.00

\$20.00

No. 230395

No. 3  
Affirmation  
of Chan Lai  
(Contd.)

MEMORIAL required to be registered in the Land Office according to the provisions of the Land Registration Ordinance (Chapter 128)

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Nature and object of the Instrument to which the Memorial relates

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DEED OF PARTITION (in Quintuplicate) made between the undermentioned First Owner of the First part the undermentioned Second Owner of the second part and the undermentioned Third Owners of the third part.

WHEREBY AFTER RECITING that the First Owner, the Second Owner and The Third Owners were possessed of or otherwise entitled to ALL THAT piece of land situate at Kadoorie Avenue Kowloon and registered in the Land Office as SECTION D OF KOWLOON INLAND LOT NO. 2657 as Tenants in Common in the following shares namely as to 505/1000th parts or shares thereof in the First Owner, as to another 275/1000th parts or shares thereof in the Second Owner and as to the remaining 220/1000th parts or shares thereof in the Third Owners (of which 220/1000th parts or shares Lieu Jee Chen hold 132/1000th Frank Wen King Tsao hold 44/1000th and Kan Nee Godfrey Yeh hold 44/1000th). 10

AND AFTER RECITING that the First, Second and Third Owners had agreed to make a partition of the said premises. 20

AND AFTER RECITING that it had been agreed by and between the parties thereto that such partition should be effected in manner following that was to say:— The First Owner should take in severalty the premises comprised in the First Schedule thereto with and subject to such rights of way as were therein specified: The Second Owner should take in severalty the premises comprised in the Second Schedule with and subject to such rights of way as were therein specified: The Third Owners should take in severalty the premises comprised in the Third Schedule with and subject to such rights of way as were therein specified:

IT WAS WITNESSED that in pursuance of the said agreement and in consideration of the assignment by the First Owner thereafter contained the Second Owner and the Third Owners DID and each of them DID thereby assign and grant unto the First Owner ALL THOSE their respective shares and interests of and in the premises the particulars whereof were set out in the First Schedule thereto together with such rights of way as were more particularly described in the said Schedule and all other rights privileges easements and appurtenances thereto belonging or appertaining and all the estate right title interest property claim and demands whatsoever of the Second Owner and the Third Owners therein and thereto TO HOLD the said premises unto the First Owner thenceforth in severalty subject to and with the benefit of Conditions of Sale No. 3121 and subject to the payment of the proportion mentioned in the First Schedule thereto of the rent and the performance of the terms and conditions in and by the said Conditions of Sale reserved and contained so far as 30 40



they related to the said premises and subject to such right of way as were more particularly described in the First Schedule thereto.

AND in further pursuance of the said Agreement and in consideration of the assignments by the Second Owner thereinbefore contained and thereafter respectively contained the First Owner and the Third Owners DID and each of them DID assign and grant unto the Second Owner ALL THOSE their respective shares and interests of and in the premises the particulars whereof were set out in the Second Schedule thereto Together with such rights of way as were more particularly described in the said Schedule and all other rights privileges easements and appurtenances thereto belonging or appertaining and all the estate right title interest property claim and demands whatsoever of the First and the Third Owners therein and thereto TO HOLD the said premises unto the Second Owner thenceforth in severalty subject to and with the benefit of the said Conditions of Sale No. 3121 and subject to the payment of the proportions mentioned in the Second Schedule thereto of the rent and the performance of the terms and conditions in the said Conditions of Sale reserved and contained so far as they related to the said premises and subject to such rights of way as were more particularly described in the Second Schedule thereto.

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AND in further pursuance of the said Agreement and in consideration of the assignments by the Third Owners thereinbefore contained the First Owner and the Second Owner DID and each of them DID assign and grant unto the Third Owners ALL THOSE their respective shares and interests of and in the premises the particulars whereof were set out in the Third Schedule thereto Together with such rights of way as were more particularly described in the said Schedule and all other rights privileges easements and appurtenances thereto belonging or appertaining, and all the estate right title interest property claim and demands whatsoever of the First Owner and the Second Owner therein and thereto TO HOLD the said premises unto the Third Owners as Tenants in Common in the Following shares namely, as to three fifth shares in Lieu Jee Chen as to one fifth share in Frank Wen King Tsao and as to the remaining one fifth share in Kan Nee Godfrey Yeh subject to and with the benefit of Conditions of Sale No. 3121 and subject to the payment of the proportion mentioned in the Third Schedule thereto of the rent and the performance of the terms and conditions in the said Conditions of Sale reserved and contained so far as they related to the said premises and subject to such rights of way as were more particularly described in the Third Schedule thereto.

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MUTUAL COVENANT by each of them the First Owner the Second Owner and the Third Owners for title, right to assign, quiet enjoyment and for further assurances.

FURTHER COVENANT by each of them the First Owner, the Second Owner and the Third Owners, that the covenanting party would pay the said proportions of the rent payable by the covenanting party in respect of the premises so thereinbefore respectively assigned to the covenanting party and perform the covenants and conditions in and by the said Conditions of Sale reserved and contained so far as they related to the premises so thereinbefore respectively assigned to the covenanting party and for indemnity.

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AND as regards the right of way over that portion coloured Yellow on the Plan thereto and hereto annexed the First Owner should be at liberty to build over the same provided

that the ceiling should be at least 12 feet above the ground level AND as regards the right of way over that portion coloured Purple on the Plan thereto and hereto annexed the Third Owners should be at liberty to build over the same provided that the ceiling should be at least 12 feet above the ground level.

**THE FIRST SCHEDULE ABOVE REFERRED TO.**

ALL THAT portion of the piece of land registered in the Land Office as SECTION D OF KOWLOON INLAND LOT NO. 2657 which portion with its abutments and dimensions was more particularly delineated and described on the Plan thereto and hereto annexed and thereon coloured Pink Grey and Yellow and was intended to be registered as THE REMAINING PORTION OF SECTION D OF KOWLOON INLAND LOT NO. 2657 Together with a right of way for the First Owner and occupiers for the time being of the said premises its tenants servants visitors workmen and licensees from time to time and at all times day and night to go pass and repass over along and on that portion comprised in the Second Schedule and coloured Brown on the said Plan and on those portions comprised in the Third Schedule and coloured Purple and Green on the said Plan and subject to a right of way for the Second Owner and occupiers for the time being of the premises comprised in the Second Schedule and his tenants servants visitors workmen and licensees from time to time and at all times day and night to go pass and repass over along and on those portions coloured Grey and Yellow for the purpose of going to and from any part of the premises comprised in the Second Schedule and subject to a right of way for the Third Owners and occupiers for the time being of the premises comprised in the Third Schedule and their tenants servants visitors workmen and licensees from time to time and at all times day and night to go pass and repass over along and on those portions coloured Grey and Yellow for the purpose of going to and from any part of the premises comprised in the Third Schedule.

**THE SECOND SCHEDULE ABOVE REFERRED TO.**

ALL THAT portion of the piece of land registered in the Land Office as SECTION D OF KOWLOON INLAND LOT NO. 2657 which portion with its abutments and dimensions was more particularly delineated and described on the Plan thereto and hereto annexed and thereon coloured Blue and Brown and was intended to be registered as SUBSECTION 2 OF SECTION D OF KOWLOON INLAND LOT NO. 2657 Together with a right of way for the Second Owner and occupiers for the time being of the said premises its tenants servants visitors workmen and licensees from time to time and at all times day and night to go pass and repass over along and on those portions comprised in the First Schedule and coloured Grey and Yellow on the said Plan and on that portion comprised in the Third Schedule and coloured Green and Purple on the said Plan and subject to a right of way for the First Owner and occupiers for the time being of the premises comprised in the First Schedule and his tenants servants visitors workmen and licensees from time to time and at all times day and night to go pass and repass over along and on that portion coloured Brown for the purpose of going to and from any part of the premises comprised in the First Schedule and subject to a right of way for the Third Owners and occupiers for the time being of the premises comprised in the Third Schedule and their tenants servants visitors workmen and licensees from time to time and all times day and night to go pass and repass over along and on that portion coloured Brown for the

In the  
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purpose of going to and from any part of the premises comprised in the Third Schedule.

**THE THIRD SCHEDULE ABOVE REFERRED TO.**

No. 3  
Affirmation  
of Chan Lai  
(Contd.)

ALL THAT portion of the piece of land registered in the Land Office as SECTION D OF KOWLOON INLAND LOT NO. 2657 which portion with its abuttals and dimensions was more particularly delineated and described on the Plan thereto and hereto annexed and thereon coloured Orange Green and Purple and was intended to be registered as SUBSECTION 1 OF SECTION D OF KOWLOON INLAND LOT NO. 2657 Together with a right of way for the Third Owners and occupiers for the time being of the said premises its tenants servants visitors workmen and licencees from time to time and at all times day and night to go pass and repass over along and on those portions comprised in the First Schedule and coloured Grey and Yellow on the said Plan and on that portion comprised in the Second Schedule and coloured Brown on the said Plan and subject to a right of way for the First Owner and occupiers for the time being of the premises comprised in the First Schedule and his tenants servants visitors workmen and licensees from time to time and at all times day and night to go pass and repass over along and on those portions coloured Green and Purple for the purpose of going to and from any part of the premises comprised in the First Schedule and subject to a right of way for the Second Owners and occupiers for the time being of the premises comprised in the Second Schedule and their tenants servants visitors workmen and licensees from time to time and at all times day and night to go pass and repass over along and on those portions coloured Green and Purple for the purpose of going to and from any part of the premises comprised in the Second Schedule.

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This is the exhibit marked "CL4"  
referred to in the Affirmation of  
Chan Lai.  
Affirmed before me this 24th day  
of February 1978.  
Sd. Gary Paul Miller Solicitor

In the  
Supreme  
Court of  
Hong Kong

No. 3  
Affirmation  
of Chan Lai  
(Contd.)

(#) Merchant and KAN NEE GODFREY YEH (葉庚年) of No. 12 Stanley Street  
Victoria aforesaid Merchant "the Third Owners"

Date of Instrument	The 23rd day of November 1954.
Names & Additions of Parties.	SUN HSING COMPANY LIMITED whose registered office is situate at No. 4A Des Voeux Road Central Victoria in the Colony of Hong Kong "the first Owner" of the first part LIEU JEE KONG (呂建康) of No. 5 Henderson Road Victoria aforesaid Merchant "the Second Owner" of the second part and LIEU JEE CHEN (呂建成) No. 5 of Henderson Road aforesaid Merchant FRANK WEN KING TSAO (曹文錦) of No. 4 Perkins Road Victoria aforesaid (#) 10
Names & Additions of Witnesses.	Witness to the affixion of the Common Seal of the First Owner and signed by John Fook Ming its Director and to the execution by the Second Owner and the Third Owners:-  M. W. Lo, Solicitor, Hong Kong.
Premises affected by the Instrument.	SUBSECTION OF SECTION D OF KOWLOON INLAND LOT NO. 2657, THE REMAINING PORTION OF SECTION D OF KOWLOON INLAND LOT NO. 2657 AND SUBSECTION 1 OF SECTION D OF KOWLOON INLAND LOT NO. 2657 20
Signature of Parties signing Memorial.	(illegible)

I, KENNETH LO, of Messrs. Lo and Lo duly admitted and enrolled as a solicitor in the Colony of Hong Kong, hereby certify that according to Section VII of the Land Registration Ordinance (Cap. 128) the foregoing Memorial contains a just and true account of the several particulars therein set forth.

Dated the 3rd day of December 1954.

(Sd.) Kenneth Lo  
Solicitor,  
Hong Kong.

Received at the Land Office and  
Registered as Memorial No. 230395  
on 3 DEC. 1954

p. Land Officer.

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In the  
Supreme  
Court of  
Hong Kong  
  
No. 3  
Affirmation  
of Chan Lai  
(Contd.)

Excess Duty no longer required.  
(Sd.) L. C. Strange  
Asst. Collector  
27 NOV. 1954  
(Seal)

2% Ad Valorem Duty Paid \$790:—  
(Sd.) L. C. Strange  
p. Collector  
27 NOV. 1954 (Seal)  
C/R No. 14007.

No. 230396

A MEMORIAL required to be registered in the Land Office according to the provisions of the Land Registration Ordinance (Chapter 128).

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Nature and object of the Instrument to which the Memorial relates.

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ASSIGNMENT made between the undermentioned Vendor of the one part 10  
and the undermentioned Purchaser of the other part.

WHEREBY AFTER RECITING that the Vendor was the owner of One fifth share of and in All That piece or parcel of ground situate lying and being at Kadoorie Avenue Kowloon in the Colony of Hong Kong and registered in the Land Office as Subsection 1 of Section D of Kowloon Inland Lot No. 2657 and was together with other the co-owner or co-owners for the time being entitled to a Crown Lease or Leases thereof for the term of 75 years from the 16th November 1931 with the right of renewal for a further term of 75 years upon performing and fulfilling certain terms and conditions contained in a Memorandum of Agreement dated the 16th November 1931 then deposited and registered in the Land Office as Conditions of Sale No. 3121 (hereinafter called "the said Conditions of Sale") so far as they related to the said premises. 20

AND AFTER RECITING that the Vendor had agreed with the Purchaser for the sale of his One fifth share of and in the said premises to the Purchaser for the price of \$39,496.60.

IT WAS WITNESSED that in pursuance of such agreement and in consideration of \$39,496.60 to the Vendor then paid by the Purchaser (receipt &c.) The Vendor DID thereby assign unto the Purchaser ALL THAT One fifth part or share of the Vendor of and in ALL THAT the estate right title and interest of and in ALL THAT the said piece or parcel of ground situate lying and being at Kadoorie Avenue Kowloon aforesaid and registered in the Land Office as SUBSECTION 1 OF SECTION D OF KOWLOON INLAND LOT NO. 2657 and of and in all the messuages erections and buildings thereon and all rights rights of way (if any) privileges easements and appurtenances thereto belonging or appertaining AND all the estate right title interest property claim and demand whatsoever of the Vendor therein and thereto except and reserved as in the said Conditions of Sale was excepted and reserved TO HOLD the premises thereby assigned unto the Purchaser absolutely subject to and with the benefit of the said Conditions of Sale SUBJECT to the payment of the proportion thereafter mentioned of the rent and the performance of the terms and conditions in and by the said Conditions of Sale reserved and contained so far as they related to the thereby assigned premises. 30 40

In the Supreme Court of Hong Kong

COVENANT by the Vendor in so far as related to the premises thereby assigned but no further or otherwise, for title, right to assign, quiet enjoyment and for further assurances.

No. 3  
Affirmation  
of Chan Lai  
(Contd.)

COVENANT by the Purchaser that he together with other the co-owner or co-owners for the time being to take up the Crown Lease or Leases of the said premises when called upon by the Land Officer so to do and to pay one fifth share of the costs and expenses in connection therewith and to pay his one fifth share of the annual sum of \$686.90 being a proportion of the rent and to perform the terms and conditions by and in the said Conditions of Sale reserved and contained so far as they related to the thereby assigned premises and for indemnity.

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Date of Instrument.	The 23rd day of November 1954.
Names & Additions of Parties.	KAN NEE GODFREY YEH (葉庚年) of No. 12 Stanley Street Victoria in the Colony of Hong Kong Merchant "the Vendor" of the one part and LIEU JEE CHEN (呂建成) of No. 4 Perkins Road Tai Hang in the said Colony of Hong Kong Merchant "the Purchaser" of the one part.
Names & Additions of Witnesses.	Witness to the execution by the said parties:- M. W. Lo, Solicitor, Hong Kong.
Premises affected by the Instrument.	One fifth part or share of the Vendor of and in the estate right title and interest of and in SUBSECTION 1 OF SECTION D OF KOWLOON INLAND LOT No. 2657.
Signature of Parties signing Memorial.	

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I, KENNETH LO, of Messrs. Lo and Lo, duly admitted and enrolled as a solicitor in the Colony of Hong Kong, hereby certify that [according to Section VII of the Land Registration Ordinance (Cap. 128)] the foregoing Memorial contains a just and true account of the several particulars therein set forth.

Received at the Land Office and Registered as Memorial No. 230396 on 3 DEC. 1954.

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Dated the 3rd day of December 1954.

(Sd.) Kenneth Lo  
Solicitor,  
Hong Kong.

p. Land Officer.

This is the exhibit marked "CL-6" referred to in the affirmation of Chan Lai affirmed on the 24th day of February 1978

(Sd.) Gary Paul Miller  
Solicitor, Hong Kong.

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In the  
Supreme  
Court of  
Hong Kong

No. 3  
Affirmation  
of Chan Lai  
(Contd.)

I hereby certify that this instrument is deemed to be duly stamped in accordance with Section 27 (5) of the Stamp Ordinance CAP. 117.

(D/N No. A13503)

Sd. T. R. Ingram.  
p. Collector.  
26th October, 1955.  
No. 241098

Stamp Duty on Deed \$20.00.

A MEMORIAL required to be registered in the Land Office according to the provisions of the Land Registration Ordinance Cap. 128.

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Nature and Object of the Instrument to which the Memorial relates

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INDENTURE OF ASSIGNMENT made between the undermentioned Assignor of the one part and the undermentioned Assignees of the other part WHEREBY AFTER RECITING that at a sale by public auction held by order of His Excellency the Governor on the 16th day of November 1931 the Hong Kong Engineering and Construction Company Limited purchased from the Crown All That piece or parcel of ground registered in the Land Office as Kowloon Inland Lot No. 2657 subject to the terms and conditions contained in certain General and Special Conditions of Sale deposited and registered in the Land Office as Conditions of Sale No. 3121 (hereinafter referred to as "the said Conditions of Sale") AND AFTER RECITING that by an Indenture of Assignment dated the 18th day of May 1954 and made between the said Hong Kong Engineering and Construction Company Limited of the first part Kan Nee Godfrey Yeh of the second part and the Assignor Lieu Jee Kong Lieu Jee Chen Frank Wen King Tsao and the said Kan Nee Godfrey Yeh of the third part and registered in the Land Office by Memorial No. 225,460 for the consideration of \$897,650.00 paid by the Assignor the said Lieu Jee Kong Lieu Jee Chen Frank Wen King Tsao and Kan Nee Godfrey Yeh to the said Hong Kong Engineering and Construction Company Limited at the request (thereby testified) of the said Kan Nee Godfrey Yeh as therein mentioned the said Hong Kong Engineering and Construction Company Limited thereby assigned and the said Kan Nee Godfrey Yeh thereby assigned and confirmed unto the Assignor Lieu Jee Kong Lieu Jee Chen Frank Wen King Tsao and Kan Nee Godfrey Yeh all that the interest benefit and advantage of the said Hong Kong Engineering and Construction Company Limited of and in All That piece or parcel of ground registered in the Land Office as Section D of Kowloon Inland Lot No. 2657 as Tenants in Common in the following shares namely as to 505/1000th parts or shares thereof in the Assignor as to another 275/1000th parts or shares thereof in the said Lieu Jee Kong as to another 132/1000th parts or shares thereof in the said Lieu Jee Chen as to another 44/1000th parts or shares thereof in the said Frank Wen King Tsao and as to the remaining 44/1000th parts or shares thereof in the said Kan Nee Godfrey Yeh absolutely subject to and with the benefit of the said Conditions of Sale AND AFTER RECITING that of the said consideration money of \$897,650.00 paid to the said Hong Kong Engineering and Construction Company Limited the sum contributed by the Assignor for its 505/1000th parts or shares of and in the said premises was \$453,313.25 AND AFTER RECITING that

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In the  
Supreme  
Court of  
Hong Kong  
  
No. 3  
Affirmation  
of Chan Lai  
(Contd.)

by a Declaration of Trust dated the 18th day of May 1954 made by the Assignor the Assignor therein declared that the said contribution of \$453,313.25 made by it was in fact money paid by the Assignees in the following shares namely as to 60% thereof by the said Leung Wai Wah as to 20% thereof by the said Wong Wai Fong as to 10% thereof by the said Leung Lai Har as to 8% thereof by the said Chan Bik Wah and as to the remaining 2% thereof by the said Lee Wing Yip and that the said 505/1000th parts or shares of and in the said premises was in fact purchased by the Assignor as agent and trustee for the Assignees as Tenants in Common in the shares thereinbefore mentioned subject to and with the benefit of the Partition Agreement therein mentioned AND AFTER RECITING that in pursuance of the said Partition Agreement a Deed of Partition dated the 23rd day of November 1954 and made between the Assignor of the first part the said Lieu Jee Kong of the second part and the said Lieu Jee Chen Frank Wen King Tsao and Kan Nee Godfrey Yeh of the third part and registered in the Land Office by Memorial No. 230,395 was executed whereby the said premises were divided into three lots namely Subsection 1 of Section D of Kowloon Inland Lot No. 2657 Subsection 2 of Section D of Kowloon Inland Lot No. 2657 and The Remaining Portion of Section D of Kowloon Inland Lot No. 2657 and All That piece or parcel of ground then registered in the Land Office as The Remaining Portion of Section D of Kowloon Inland Lot No. 2657 became vested in the Assignor absolutely as being the Assignor's 505/1000th parts or shares of and in the said premises subject to and with the benefit of the said Conditions of Sale AND AFTER RECITING that the Assignees had requested the Assignor to assign the said Remaining Portion of Section D of Kowloon Inland Lot No. 2657 to them as tenants in common in manner thereafter appearing which the Assignor had agreed to do IT WAS WITNESSED that in pursuance of such agreement and in consideration of the premises the Assignor DID thereby assign unto the Assignees ALL THAT the interest benefit and advantage of the Assignor of and in ALL THAT piece or parcel of ground registered in the Land Office as THE REMAINING PORTION OF SECTION D OF KOWLOON INLAND LOT NO. 2657 and of and in the messuages erections and buildings thereon TOGETHER with such right of way as were more particularly defined in the said Deed of Partition registered in the Land Office by Memorial No. 230,395 and all other rights privileges easements and appurtenances thereto belonging or appertaining AND all the estate right title interest property claim and demand whatsoever of the Assignor therein and thereto TO HOLD the premises thereby assigned unto the Assignees as Tenants in Common in the following shares namely as to sixty equal undivided one-hundredth parts or shares thereof in the said Leung Wai Wah as to twenty equal undivided one-hundredth parts or shares thereof in the said Wong Wai Fong as to ten equal undivided one-hundredth parts or shares thereof in the said Leung Lai Har as to eight equal undivided one-hundredth parts or shares thereof in the said Chan Bik Wah and as to the remaining two equal undivided one-hundredth parts or shares thereof in the said Lee Wing Yip absolutely SUBJECT to and with the benefit of the said Conditions of Sale AND SUBJECT to and with the benefit of the said Deed of Partition Memorial No. 230,395 AND SUBJECT to the payment of the proportion thereafter mentioned of the rent and the performance of the terms and conditions in the said Conditions of Sale reserved and contained so far as they related to the thereby assigned premises AND SUBJECT ALSO to such rights of way as were more particularly defined in the said Deed of Partition Memorial No. 230,395 Covenant by Assignor that the Assignor had not encumbered Covenant by Assignee to pay the annual sum of \$330.00 being a proportion of the rent and to perform the terms and conditions in the said Conditions



In the  
Supreme  
Court  
Court of  
Hong Kong

No. 3  
Affirmation  
of Chan Lai  
(Contd.)

of Sale reserved and contained so far as they related to the thereby assigned premises and further would at their own costs and expenses take up the Crown Lease or Crown Leases of the premises thereby assigned whenever call upon by the Land Officer so to do and for indemnity.

\*\* Merchant all care of Messrs. T. C. Yuen & Co., of No. 4A Des Voeux Road Central Second Floor Victoria aforesaid "the Assignees" of the other part.

Date of Instrument	The 20th day of October, 1955.	
Names & Additions of Parties	SUN HSING COMPANY, LIMITED whose registered office is situate at No. 4A Des Voeux Road Central Second Floor Victoria in the Colony of Hong Kong "the Assignor" of the one part and LEUNG WAI WAH (梁惠華) Merchant WONG WAI FONG (黃蕙芳) Married Woman LEUNG LAI HAR (梁麗霞) Married Woman CHAN BIK WAH (陳碧華) Married Woman and LEE WING YIP (李永業)**	10
Names & Additions of Witnesses	to the affixing of the Common Seal of the Assignor and the signature of Ming John Fook its Manager and to the execution of the Assignees — C. Y. Kwan, Solicitor, Hong Kong.	
Premises affected by the Instrument	the interest benefit and advantage of the Assignor of and in THE REMAINING PORTION OF SECTION D OF KOWLOON INLAND LOT NO. 2657.	20
Signature of Parties signing Memorial	梁惠華 黃蕙芳 梁麗霞 陳碧華 李永業	

On this 11th day of November, 1955 Chau King Fai of Victoria in the Colony of Hong Kong Clerk to C. Y. Kwan & Co., Solicitors, appeared before me and affirmed that (according to Section VII of the Land Registration Ordinance Cap. 128) the foregoing Memorial contains a just and true account of the several particulars therein set forth.

RECEIVED at the Land Office & Registered as Memorial No. 241098 on 11th November 1955.

(Sd.) Illegible  
Victoria,  
J.P.

p. Land Officer.

This is the exhibit marked "CL-7" referred to in the affirmation of Chan Lai affirmed on the 24th day of February 1978.

(Sd.) Gary Paul Miller  
Solicitor, Hong Kong.

In the  
Supreme  
Court of  
Hong Kong  
  
No. 3  
Affirmation  
of Chan Lai  
(Contd.)

Excess Duty no longer  
required.  
Sd. T. R. Ingram.  
Asst. Collector  
28.10.1955.  
Stamp Duty on Deed \$

2% Ad Valorem Duty Paid  
\$30,000:—  
Sd. T. R. Ingram.  
P. Collector,  
D/No. A14899

No. 241099  
28th October, 1955.

A MEMORIAL required to be registered in the Land Office according to the provisions of the Land Registration Ordinance Cap. 128.

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Nature and Object of the Instrument to which the Memorial relates 10

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INDENTURE OF ASSIGNMENT made between the undermentioned Vendor of the one part and the undermentioned Purchaser of the other part WHEREBY AFTER RECITING that the Vendor was possessed of or otherwise entitled to All That piece or parcel of ground registered in the Land Office as The Remaining Portion of Section D of Kowloon Inland Lot No. 2657 as a tenant in common to the extent of sixty equal undivided one-hundredth parts thereof subject to the terms and conditions contained in the Conditions of Sale registered in the Land Office as Conditions of Sale No. 3121 (hereinafter referred to as "the said Conditions of Sale") AND AFTER RECITING that the Vendor had agreed with the Purchaser for the sale of the Vendor's sixty equal undivided one-hundredth parts or shares of and in the said premises to the Purchaser for the price of \$1,500,000.00 IT WAS WITNESSED that in pursuance of such agreement and in consideration of \$1,500,000.00 to the Vendor then paid by the Purchaser (the receipt etc.,) The Vendor DID thereby assign unto the Purchaser ALL THOSE sixty equal undivided one-hundredth parts or shares of the Vendor of and in or other the interest and share of the Vendor in the said piece or parcel of ground registered in the Land Office as THE REMAINING PORTION OF SECTION D OF KOWLOON INLAND LOT NO. 2657 and of and in the messuages erections and buildings thereon and all other rights privileges easements and appurtenances thereto belonging or appertaining AND all the estate right title interest property claim and demand whatsoever of the Vendor therein and thereto TO HOLD the premises thereby assigned unto the Purchaser absolutely subject to and with the benefit of the said Conditions of Sale And Subject to and with the benefit of the Deed of Partition registered in the Land Office by Memorial No. 230,395 And Subject also to the payment of the proportion thereafter mentioned of the rent and the performance of the terms and conditions in the said Conditions of Sale reserved and contained so far as they related to the thereby assigned premises And Subject also to such rights of way as were more particularly defined in the said Deed of Partition Memorial No. 230,395 Covenant for title by Vendor Covenant by Purchaser to pay the due proportion of the rent and to perform the terms and conditions in the said Conditions of Sale reserved and contained so far as they related to the thereby assigned premises and further would in conjunction with the co-owners for the time being of the said premises take up the Crown Lease or Crown Leases of the premises thereby assigned whenever called upon by the Land Officer so to do and would pay the due proportion of the costs and expenses in connection therewith and for indemnity. 20 30 40

In the  
Supreme  
Court of  
Hong Kong  
  
No. 3  
Affirmation  
of Chan Lai  
(Contd.)

Date of Instrument	The 20th day of October 1955.
Names & Additions of Parties	LEUNG WAI WAH (梁惠華) care of Messrs. T. C. Yuen & Co., of No. 4A Des Voeux Road Central second floor Victoria in the Colony of Hong Kong Merchant "the Vendor" of the one part and SUN HSING COMPANY, LIMITED whose registered office is situate at No. 4A Des Voeux Road Central second floor Victoria aforesaid "the Purchaser" of the other part.
Names & Additions of Witnesses	To the execution thereof by the Vendor and to the affixing of the Common Seal of the Purchaser and the signature of Ming John Fook its Manager — C.Y. Kwan, Solicitor, Hong Kong.
Premises affected by the Instrument	The interest benefit and advantage of Sixty equal undivided one-hundredth parts or shares of and in THE REMAINING PORTION OF SECTION D OF KOWLOON INLAND LOT NO. 2657.
Signature of Parties signing Memorial	梁惠華 明長福

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On this 11th day of November, 1955 Chau King Fai of Victoria in the Colony of Hong Kong Clerk to C. Y. Kwan & Co., Solicitors, appeared before me and affirmed that (according to Section VII of the Land Registration Ordinance Cap. 128) the foregoing Memorial contains a just and true account of the several particulars therein set forth.

RECEIVED at the Land Office & Registered as Memorial No. 241099 on 11 November, 1955.

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(Sd.) Illegible  
Victoria,  
J.P.

p. Land Officer.

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This is the exhibit marked "CL-8" referred to in the affirmation of Chan Lai affirmed on the 24th day of February 1978

(Sd.) Gary Paul Miller  
Solicitor, Hong Kong.

In the  
Supreme  
Court of  
Hong Kong  
No. 3  
Affirmation  
of Chan Lai  
(Contd.)

Excess Duty no longer  
required  
Sd. L. C. Strange.  
Asst. Collector  
4.2.56.

2% Ad Valorem Duty Paid:  
\$19,000:—  
Sd. L. C. Strange.  
D/NNNo. U/2882.

No. 244304  
4th February, 1956.

A MEMORIAL required to be registered in the Land Office according to the provisions of the Land Registration Ordinance Cap. 128.

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Nature and Object of the Instrument to which the Memorial relates 10

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INDENTURE OF ASSIGNMENT made between the undermentioned Vendors of the one part and the undermentioned Purchasers of the other part WHEREBY AFTER RECITING that the Vendors were possessed of or otherwise entitled to All That piece or parcel of ground registered in the Land Office as Subsection 1 of Section D of Kowloon Inland Lot No. 2657 as Tenants in Common in the following shares namely as to four equal undivided fifth parts or shares thereof in the said Lieu Jee Chen and as to the remaining one equal undivided fifth part or share thereof in the said Frank Wen King Tsao and were entitled to a Crown Lease or Leases thereof for the term of 75 years from the 16th day of November 1931 with the right of renewal for a further term of 75 years subject to the terms and conditions contained in the Conditions of Sale registered in the Land Office as Conditions of Sale No. 3121 (hereinafter called "the said Conditions of Sale") so far as they related to the said premises AND AFTER RECITING that the Vendors had agreed with the Purchasers for the sale of the said premises to the Purchasers for the price of \$950,000.00 IT WAS WITNESSED that in pursuance of such agreement and in consideration of \$950,000.00 to the Vendors then paid by the Purchasers (the receipt etc.) the Vendors DID and each of them DID thereby assign unto the Purchasers ALL THAT the estate right title and interest of the Vendors of and in ALL THAT the said piece or parcel of ground registered in the Land Office as SUBSECTION 1 OF SECTION D OF KOWLOON INLAND LOT NO. 2657 and of and in the messuages erections and buildings thereon known at the date thereof as Nos. 109, 111 and 113 Kadoorie Avenue Together with such rights of way as were more particularly defined in the Deed of Partition dated the 23rd day of November 1954 and registered in the Land Office by Memorial No. 230,395 and all other rights privileges easements and appurtenances thereto belonging or appertaining AND all the estate right title interest property claim and demand whatsoever of the Vendors therein and thereto TO HOLD the premises thereby assigned unto the Purchasers as Tenants in Common in the following shares namely as to forty equal undivided one-hundredth parts or shares thereof in the said Hang Seng Bank, Limited as to twenty five equal undivided one-hundredth parts or shares thereof in the said Sun Hsing Company, Limited as to twenty equal undivided one-hundredth parts or shares thereof in the said Lee Yee Ngan as to five equal undivided one-hundredth parts or shares thereof in the said Wong Wai Sheung as to five equal undivided one-hundredth parts or shares thereof in the said Sheng Ka Wai and as to the remaining five equal undivided one-hundredth parts or shares thereof in the said Chan Shuk Fong absolutely Subject

In the  
Supreme  
Court of  
Hong Kong  
No. 3  
Affirmation  
of Chan Lai  
(Contd.)

to and with the benefit of the said Conditions of Sale And Subject to and with the benefit of the said Deed of Partition Memorial No. 230,395 And Subject also to the existing letting and tenancies thereof (if any) and to the payment of the proportion thereafter mentioned of the rent and the performance of the terms and conditions in and by the said Conditions of Sale reserved and contained so far as they related to the thereby assigned premises And Subject also to such rights of way as were more particularly defined in the said Deed of Partition Memorial No. 230,395 Covenant for title by Vendors Covenant by Purchasers that the Purchasers would at any time thereafter when called upon by the Land Officer so to do take up the Crown Lease or Leases of the said premises and would pay all costs and expenses in connection therewith and would at all times thereafter pay the annual sum of \$166.90 being a proportion of the rent and to perform the terms and conditions by and in the said Conditions of Sale reserved and contained so for as they related to the thereby assigned premises and for indemnity.

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In the  
Supreme  
Court of  
Hong Kong

No. 3  
Affirmation  
of Chan Lai  
(Contd.)

\*\* Assistant Manager and to the affixing of the Common Seal of the said Sun Hsing Company, Limited and the signature of Ming John Fook its Manager and to the execution thereof by the said Lee Yee Ngan, Wong Wai Sheung, Sheng Ka Wai and Chan Shuk Fong — C. Y. Kwan, Solicitor, Hong Kong.

## Hong Kong SUN HSING COMPANY, LIMITED whose registered office is situate at No. 4A Des Voeux Road Central Second Floor Victoria aforesaid LEE YEE NGAN (李怡顏) of No. 10 Dragon Terrace Victoria aforesaid Married Woman WONG WAI SHEUNG (黃慧嫦) of No. 8 Dragon Terrace First Floor Victoria aforesaid Widow SHENG KA WAI (盛家懷) of No. 19 Repulse Bay Road in the said Colony of Hong Kong Merchant and CHAN SHUK FONG (陳淑芳) of No. 43 Village Road Victoria aforesaid Married Woman “the Purchasers” of the other part. 10

Date of Instrument	The 31st day of January 1956.	
Names & Additions of Parties	LIEU JEE CHEN (呂建成) of No. 5 Henderson Road Tai Hang in the Colony of Hong Kong Merchant and FRANK WEN KING TSAO (曹文錦) of No. 4 Perkins Road Tai Hang aforesaid Merchant “the Vendors” of the one part and HANG SENG BANK, LIMITED whose registered office is situate at Nos. 163-167 Queen’s Road Central Victoria in the Colony of##	20
Names & Additions of Witnesses	To the execution thereof by the Vendors and to the affixing of the Common Seal of the said Hang Seng Bank, Limited and the signatures of Ho Tim its General Manager and of Fu-Chiu Lee its **	
Premises affected by the Instrument	the estate right title and interest of the Vendors of and in SUBSECTION 1 OF SECTION D OF KOWLOON INLAND LOT NO. 2657.	
Signature of Parties signing Memorial	明長福 盛家懷 陳淑芳 黃慧嫦 李怡顏	

In the  
Supreme  
Court of  
Hong Kong

No. 3  
Affirmation  
of Chan Lai  
(Contd.)

On this 6th day of February, 1956  
Chau King Fai of Victoria in the Colony  
of Hong Kong Clerk to C. Y. Kwan &  
Co., Solicitors, appeared before me and  
affirmed that (according to Section VII  
of the Land Registration Ordinance Cap.  
128) the foregoing Memorial contains a  
just and true account of the several  
particulars therein set forth.

(Sd.) Illegible  
Victoria,  
J.P.

RECEIVED at the Land Office &  
Registered as Memorial No. 244304  
on 6 February, 1956.

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p. Land Officer.

This is the exhibit marked "CL-9" referred  
to in the affirmation of Chan Lai affirmed  
on the 24th day of February 1978. }

(Sd.) Gary Paul Miller  
Solicitor, Hong Kong.

In the 2% Ad Valorem Duty Paid  
Supreme Court of \$24,000:—  
Hong Kong Sd. L. C. Strange.

Excess Duty no longer  
required  
Sd. L. C. Strange.  
Asst. Collector

No. 3  
Affirmation of Chan Lai  
(Contd.) D/N No. U/2882. 4.2.56.

4th February, 1956.  
No. 244306

A MEMORIAL required to be registered in the Land Office according to the provisions of the Land Registration Ordinance Cap. 128.

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Nature and Object of the Instrument to which the Memorial relates 10

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INDENTURE OF ASSIGNMENT made between the undermentioned Vendor of the one part and the undermentioned Purchasers of the other part WHEREBY AFTER RECITING that the Vendor was possessed of or otherwise entitled to All That piece or parcel of ground registered in the Land Office as Subsection 2 of Section D of Kowloon Inland Lot No. 2657 and was entitled to a Crown Lease or Leases thereof for the terms of 75 years from the 16th day of November 1931 with the right of renewal for a further term of 75 years subject to the terms and conditions contained in the Conditions of Sale registered in the Land Office as Conditions of Sale No. 3121 (hereinafter called "the said Conditions of Sale") so far as they related to the said premises AND AFTER RECITING that the Vendor had agreed with the Purchasers for the sale of the said premises to the Purchasers for the price of \$1,200,000.00 IT WAS WITNESSED that in pursuance of such agreement and in consideration of \$1,200,000.00 to the Vendor then paid by the Purchasers (the receipt etc.) the Vendor DID thereby assign unto the Purchasers ALL THAT the estate right title and interest of the Vendor of and in ALL THAT the said piece or parcel of ground registered in the Land Office as SUBSECTION 2 OF SECTION D OF KOWLOON INLAND LOT NO. 2657 and of and in the messuages erections and buildings thereon known at the date thereof as Nos. 115, 117, 119 and 121 Kadoorie Avenue TOGETHER with such rights of way as were more particularly defined in the Deed of Partition dated the 23rd day of November 1954 and registered in the Land Office by Memorial No. 230,395 and all other rights privileges easements and appurtenances thereto belonging or appertaining AND all the estate right title interest property claim and demand whatsoever of the Vendor therein and thereto TO HOLD the premises thereby assigned unto the Purchasers as Tenants in Common in the following shares namely as to forty equal undivided one-hundredth parts or shares thereof in the said Hang Seng Bank, Limited as to twenty five equal undivided one-hundredth parts or shares thereof in the said Sun Hsing Company, Limited as to twenty equal undivided one-hundredth parts or shares thereof in the said Lee Yee Ngan as to five equal undivided one-hundredth parts or shares thereof in the said Wong Wai Sheung as to five equal undivided one-hundredth parts or shares thereof in the said Sheng Ka Wai and as to the remaining five equal undivided one-hundredth parts or shares thereof in the said Chan Shuk Fong absolutely SUBJECT to and with the benefit of the said Conditions of Sale AND SUBJECT to and with the benefit of the said Deed of Partition Memorial No. 230,395 AND SUBJECT to the existing



In the  
Supreme  
Court of  
Hong Kong  
No. 3  
Affirmation  
of Chan Lai  
(Contd.)

lettings and tenancies thereof (if any) and to the payment of the proportion thereinafter mentioned of the rent and the performance of the terms and conditions in and by the said Conditions of Sale reserved and contained so far as they related to the thereby assigned premises AND SUBJECT ALSO to such rights of way as were more particularly defined in the said Deed of Partition Memorial No. 230,395 Covenant for title by Vendor Covenant by Purchasers that the Purchasers would at any time thereafter when called upon by the Land Office so to do take up the Crown Lease or Leases of the said premises and would pay all costs and expenses in connection therewith and would at all times thereafter pay the annual sum of \$190.00 being a proportion of the rent and to perform the terms and conditions by and in the said Conditions of Sale reserved and contained so far as they related to the thereby assigned premises and for indemnity.

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## Manager and to the affixing of the Common Seal of the said Sun Hsing Company, Limited and the signature of Ming John Fook its Manager — C. Y. Kwan, Solicitor, Hong Kong.

To the execution thereof by the said Lee Yee Ngan, Wong Wai Sheung, Sheng Ka Wai and Chan Shuk Fong — C. Y. Kwan, Solicitor, Hong Kong.

\*\* is situate at No. 4A Des Voeux Road Central Second Floor Victoria aforesaid LEE YEE NGAN (李怡顏) of No. 10 Dragon Terrace Victoria aforesaid Married Woman WONG WAI SHEUNG (黃慧嫦) of No. 8 Dragon Terrace First Floor Victoria aforesaid Widow SHENG KA WAI (盛家懷) of No. 19 Repulse Bay Road in the said Colony of Hong Kong Merchant and CHAN SHUK FONG (陳淑芳) of No. 43 Village Road Victoria aforesaid Married Woman “the Purchasers” of the other part.

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Date of Instrument	The 31st day of January 1956.
Names & Additions of Parties	LIEU JEE KONG (呂建康) of No. 5 Henderson Road Tai Hang in the Colony of Hong Kong Merchant “the Vendor” one part and HANG SENG BANK, LIMITED whose registered office is situate at Nos. 163-167 Queen’s Road Central Victoria in the Colony of Hong Kong SUN HSING COMPANY, LIMITED whose registered office **
Names & Additions of Witnesses	To the execution thereof by the Vendor and to the affixing of the Common Seal of the said Hang Seng Bank, Limited and the signatures of Ho Tim its General Manager and of Fu-Chiu Lee its Assistant ##
Premises affected by the Instrument	the estate right title and interest of the Vendor of and in SUBSECTION 2 OF SECTION D OF KOWLOON INLAND LOT NO. 2657.
Signature of Parties signing Memorial	明長福 黃慧嫦 陳淑芳 盛家懷 李怡顏

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In the  
Supreme  
Court of  
Hong Kong  
No. 3  
Affirmation  
of Chan Lai  
(Contd.)

On this 6th day of February, 1956  
Chau King Fai of Victoria in the Colony  
of Hong Kong Clerk to C. Y. Kwan &  
Co., Solicitors, appeared before me and  
affirmed that (according to Section VII  
of the Land Registration Ordinance Cap.  
128) the foregoing Memorial contains a  
just and true account of the several  
particulars therein set forth.

(Sd.) Illegible  
Victoria,  
J.P.

RECEIVED at the Land Office &  
Registered as Memorial No. 244306  
on 6th February 1956.

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p. Land Officer.

This is the exhibit marked "CL-10" referred  
to in the affirmation of Chan Lai affirmed  
on the 24th day of February 1978. }

(Sd.) Gary Paul Miller  
Solicitor, Hong Kong.

In the  
Supreme  
Court of  
Hong Kong  
No. 3  
Affirmation  
of Chan Lai  
(Contd.)

Excess Duty no longer  
required (Mem. 225, 460)  
Sd. L. White.  
Asst. Collector  
9.4.57

2% Ad. Valorem Duty  
Paid \$900.00.  
Sd. L. White.  
Asst. Collector  
(C. R. No. 5965)

9th April, 1957.  
No. 259247

Stamp Duty on Deed \$

A MEMORIAL required to be registered in the Land Office according to the provisions of the Land Registration Ordinance Cap. 128.

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Nature and Object of the Instrument to which the Memorial relates

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ASSIGNMENT made between the undermentioned Vendor of the one part and the undermentioned Purchaser of the other part WHEREBY AFTER RECITING that the Vendor was in possession of or otherwise entitled to All That piece or parcel of ground registered in the Land Office as The Remaining Portion of Section D of Kowloon Inland Lot No. 2657 as a tenant in common to the extent of two equal undivided one-hundredth parts thereof subject to the terms and conditions contained in the Conditions of Sale registered in the Land Office as Conditions of Sale No. 3121 (thereinafter referred to as "the said Conditions of Sale") AND AFTER RECITING that the Vendor had agreed with the Purchaser for the sale of the Vendor's two equal undivided one-hundredth parts or shares of and in the said premises to the Purchaser for the price of \$45,000.00 IT WAS WITNESSED that in pursuance of such agreement and in consideration of \$45,000.00 to the Vendor then paid by the Purchaser (the receipt etc.) The Vendor DID thereby assign unto the Purchaser ALL THAT the interest benefit and advantage of the Vendor of and in ALL THOSE two equal undivided one-hundredth parts or shares of the Vendor of and in or other the interest and share of the Vendor in the said piece or parcel of ground registered in the Land Office as THE REMAINING PORTION OF SECTION D OF KOWLOON INLAND LOT NO. 2657 and of and in the messuages erections and buildings thereon TOGETHER with such rights of way as were more particularly defined in the Deed of Partition registered in the Land Office by Memorial No. 230,395 and all other rights privileges easements and appurtenances thereto belonging or appertaining AND all the estate right title interest property claim and demand whatsoever of the Vendor therein and thereto TO HOLD the premises thereby assigned unto the Purchaser absolutely subject to and with the benefit of the said Conditions of Sale And Subject to and with the benefit of the said Deed of Partition Memorial No. 230,395 And Subject to the existing lettings and tenancies thereof (if any) and to the payment of the proportion thereafter mentioned of the rent and the performance of the terms and conditions in the said Conditions of Sale reserved and contained so far as they related to the thereby assigned premises And Subject also to such rights of way as were more particularly defined in the said Deed of Partition Memorial No. 230,395 And Subject also to and with the benefit of the Lease registered in the Land Office by Memorial No. 256,047 Covenant for title by Vendor Covenant by Purchaser that the Purchaser would at all times thereafter pay the due proportion of the rent and perform the term and conditions by and in the said Conditions of Sale

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In the  
Supreme  
Court of  
Hong Kong  
No. 3  
Affirmation  
of Chan Lai  
(Contd.)

reserved and contained so far as they related to the thereby assigned premises and further would in conjunction with the co-owners for the time being of the said premises take up the Crown Lease or Crown Leases of the premises thereby assigned whenever called upon by the Land Officer so to do and would pay the due proportion of the costs and expenses in connection therewith and for indemnity.

Date of Instrument	Dated the 6th day of April 1957.	
Names & Additions of Parties	Lee Wing Yip (李永業) care of T. C. Yuen & Co. of Room No. 740 Alexandra House seventh floor Ice House Street Victoria in the Colony of Hong Kong Merchant "the Vendor" of the one part and Kwok Wai Chan (郭蕙珍) care of T. C. Yuen & Co. of Room No. 740 Alexandra House seventh floor Ice House Street Victoria aforesaid Married Woman "the Purchaser" of the other part.	10
Names & Additions of Witnesses	To the execution thereof by the parties — C. Y. Kwan Solicitor, Hong Kong.	
Premises affected by the Instrument	All That the interest benefit and advantage of the Vendor of and in All Those two equal undivided one-hundredth parts or shares of the Vendor of and in THE REMAINING PORTION OF SECTION D OF KOWLOON INLAND LOT NO. 2657.	20
Signature of Parties signing Memorial	李永業 郭蕙珍	

On this 17th day of April, 1957 Chau King Fai of Victoria in the Colony of Hong Kong Clerk to C. Y. Kwan & Co., Solicitors, appeared before me and affirmed that (according to Section VII of the Land Registration Ordinance Cap. 128) the foregoing Memorial contains a just and true account of the several particulars therein set forth.

RECEIVED at the Land Office & Registered as Memorial No. 259247 on 17th April, 1957.

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Sd. Illegible  
Victoria,  
J.P.

p. Land Officer.

T.R. VIII-173

This is the exhibit marked "CL-11" referred to in the affirmation of Chan Lai affirmed on the 24th day of February 1978

(Sd.) Gary Paul Miller  
Solicitor, Hong Kong.

In the  
Supreme  
Court of  
Hong Kong

No. 3  
Affirmation  
of Chan Lai  
(Contd.)

Annexure to Memorial No. 683082

2% Ad. Valorem Duty Paid  
\$54,450. C.R. No. 9542  
Sd. K. Y. Chan  
Asst. Collector

23. JUN 1969

THIS INDENTURE made the 3rd day of June One thousand nine hundred and sixty nine BETWEEN HANG SENG BANK, LIMITED whose registered office is situate at No. 77 Des Voeux Road Central Victoria in the Colony of Hong Kong LEE YEE NGAN (李怡顏) of No. 10 Dragon Terrace Victoria aforesaid Married Woman WONG WAI SHEUNG (黃慧嫦) of Flat B Victoria Court 16th floor Hing Fat Street Causeway Bay in the Colony of Hong Kong Widow SHENG KA WAI (盛家懷) of No. 19 Repulse Bay Road in the Colony of Hong Kong Merchant and CHAN SHUK FONG (陳淑芳) of A-42 Estoril Court Garden Road Victoria aforesaid Married Woman (the said Hang Seng Bank, Limited and its successors and the said Lee Yee Ngan Wong Wai Sheung Sheng Ka Wai and Chan Shuk Fong and each of them and their and each of their executors and administrators are where not inapplicable hereinafter included under the designation "the Vendors") of the one part and SUN HSING COMPANY, LIMITED whose registered office is situate at Chinese Club Building No. 21 Connaught Road Central third floor Victoria aforesaid (who and whose successors and assigns are where not inapplicable hereinafter included under the designation "the Purchaser") of the other part WHEREAS the Vendors are in possession of or otherwise entitled to All Those 75 equal undivided 100th parts or shares of and in All Those pieces or parcels of ground situate lying and being at Kadoorie Avenue Kowloon in the said Colony of Hong Kong and registered in the Land Office as Subsection 1 of Section D of Kowloon Inland Lot No. 2657 and Subsection 2 of Section D of Kowloon Inland Lot No. 2657 respectively as Tenants in Common in the following shares namely as to forty equal undivided one hundredth parts or shares thereof in the said Hang Seng Bank, Limited as to twenty equal undivided one hundredth parts or shares thereof in the said Lee Yee Ngan as to five equal undivided one hundredth parts or shares thereof in the said Wong Wai Sheung as to five equal undivided one hundredth parts or shares thereof in the said Sheng Ka Wai and as to the remaining five equal undivided one hundredth parts or shares thereof in the said Chan Shuk Fong and are entitled to a Crown Lease or Leases thereof for the term of 75 years from the 16th day of November 1931 with a right of renewal for a further term of 75 years subject to the terms and conditions contained in the said Conditions of Sale registered in the Land Office as Conditions of Sale No. 3121 (hereinafter called "the said Conditions of Sale") so far as they relate to the said premises AND WHEREAS the Vendors have agreed with the Purchaser for the sale of the said premises to the Purchaser for the price of Two Million Seven Hundred and Twenty Two Thousand Five Hundred Dollars NOW THIS INDENTURE WITNESSETH that in pursuance of such agreement and in consideration of TWO MILLION SEVEN HUNDRED AND TWENTY TWO THOUSAND AND FIVE HUNDRED DOLLARS (\$2,722,500.00) to the Vendors now paid by the Purchaser (the receipt whereof the Vendors do hereby acknowledge) the Vendors DO and each of them DOTN hereby assign unto the Purchaser ALL THAT the estate right title and interest of the Vendors of to and in ALL THOSE seventy five equal undivided one hundredth parts or shares of and in ALL THOSE the said pieces or parcels of ground registered in the Land Office as SUBSECTION 1 OF

In the  
Supreme  
Court of  
Hong Kong

No. 3  
Affirmation  
of Chan Lai  
(Contd.)

SECTION D OF KOWLOON INLAND LOT NO. 2657 and SUBSECTION 2  
OF SECTION D OF KOWLOON INLAND LOT NO. 2657 respectively And of  
and in the messuages erections and buildings thereon known at the date hereof as  
Nos. 109, 111, 113, 115, 117, 119 and 121 Kadoorie Avenue TOGETHER with such  
rights of way as are more particularly defined in the Deed of Partition dated the 23rd  
day of November 1954 and registered in the Land Office by Memorial No. 230395  
and all other rights privileges easements and appurtenances thereto belonging or  
appertaining AND all the estate right title interest property claim and demand what-  
soever of the Vendors therein and thereto except and reserved as in the said Conditions  
of Sale are excepted and reserved TO HOLD the premises hereby assigned unto the  
Purchaser absolutely SUBJECT to and with the benefit of the said Conditions of  
Sale AND SUBJECT to and with the benefit of the said Deed of Partition Memorial  
No. 230395 AND SUBJECT ALSO to the existing lettings and tenancies thereof  
(if any) and to the payment of the proportion hereinafter mentioned of the rent and  
the performance of the terms and conditions in and by the said Conditions of Sale  
reserved and contained so far as they relate to the hereby assigned premises AND  
SUBJECT ALSO to such rights of way as are more particularly defined in the said  
Deed of Partition Memorial No. 230395 AND SUBJECT ALSO to and with the  
benefit of a Tenancy Agreement dated the 29th day of May 1967 and registered in  
the Land Office by Memorial No. 583546 AND the Vendors hereby covenant with  
the Purchaser that notwithstanding any deed matter or thing by the Vendors done  
or knowingly omitted or suffered the rent reserved by and the terms and conditions  
contained in the said Conditions of Sale have been paid performed and observed up  
to the date of these presents and that the said Conditions of Sale are now good valid  
and subsisting AND that the Vendors now have good right and full power to assign  
the said premises as aforesaid free from incumbrances AND that the said premises  
may be quietly entered into and at all times hereafter held and enjoyed without any  
interruption by the Vendors or any person or persons claiming through under or in  
trust for the Vendors AND that the Vendors and all persons claiming under or in  
trust for the Vendors shall at all times hereafter at the request cost and charges of  
the Purchaser do all acts and execute and do all such assurances and things as may  
be reasonably required for further or better assuring all or any of the said premises  
unto the Purchaser AND the Purchaser hereby covenants with the Vendors that the  
Purchaser will at any time hereafter when called upon by the Land Officer so to do  
take up the Crown Lease or Leases of the said premises and will pay all costs and  
expenses in connection therewith and will at all times hereafter pay in respect of  
Subsection 1 of Section D of Kowloon Inland Lot No. 2657 the annual sum of \$166.90  
being a proportion of the rent and in respect of Subsection 2 of Section D of Kowloon  
Inland Lot No. 2657 the annual sum of \$190.00 being a proportion of the rent and  
perform the terms and conditions by and in the said Conditions of Sale reserved and  
contained so far as they relate to the hereby assigned premises and indemnify the  
Vendors against all actions suits expenses claims and demands on account of or in  
respect of the non-payment of the said rents or the non-performance of the said  
terms and conditions or any of them or in default in taking up such Crown Lease  
or Leases as aforesaid IN WITNESS whereof the said Hang Seng Bank Limited  
and the Purchaser have caused their respective Common Seals to be hereunto affixed  
and the said Lee Yee Ngan Wong Wai Sheung Sheng Ka Wai and Chan Shuk Fong  
have hereunto set their respective hands and seals the day and year first above written.

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In the  
Supreme  
Court of  
Hong Kong  
No. 3  
Affirmation  
of Chan Lai  
(Contd.)

SEALED with the Common Seal of the  
said Hang Seng Bank, Limited and  
SIGNED by Lee Quo Wei, one of its  
Directors and by Man Kwok Lau, its  
Sub-Manager, in the presence of:—

Sd. Lee Quo Wei.      COMMON  
Sd. K. L. Man.      SEAL

Sd. W. Y. Choy  
Solicitor,  
Hong Kong.

SIGNED SEALED and DELIVERED by  
the said Lee Yee Ngan, Wong Wai  
Sheung, Sheng Ka Wai and Chan  
Shuk Fong (they having been previously  
identified by Sd. Chow Cham Shu)  
in the presence of:—

Sd. 李怡顏      L.S.  
Sd. 黃慧嫦      L.S.      10  
Sd. 盛家懷      L.S.  
Sd. 陳淑芳      L.S.

Sd. W. Y. Choy.  
Solicitor,  
Hong Kong.

SEALED with the Common Seal of  
the said Sun Hsing Company,  
Limited and **Signed** by Ming John Fook,  
its Manager, in the presence of:—

Sd. 明長福      COMMON  
SEAL      20

Sd. W. Y. Choy.  
Solicitor,  
Hong Kong.

INTERPRETED to the said Wong Wai Sheung, Sheng Ka Wai,  
Chan Shuk Fong and Ming John Fook by:—

Sd. Chau King Fai.  
Clerk to Messrs. C. Y. Kwan & Co.,  
Solicitors, etc., Hong Kong.

RECEIVED on the day and year first above written of  
and from the Purchaser the sum of TWO MILLION SEVEN  
HUNDRED AND TWENTY TWO THOUSAND AND FIVE  
HUNDRED DOLLARS being the consideration money above  
expressed to be paid by the Purchaser to the Vendors.

30  
\$2,722,500.00.

WITNESS:—

Sd. W. Y. Choy.

Sd.      Sd. Lee Quo Wei  
Sd.      Sd. K. L. Man.  
Sd.      Common  
Sd.      Seal

This is the exhibit marked  
"CL12" to in the Affirmation of 40  
Chan Lai  
Affirmed before me this 24th day  
of February 1978.  
Sd. Gary Paul Miller Solicitor.

A Memorial required to be registered in the Land Office according to the provisions of the Land Registration Ordinance, Cap. 128.

Nature and Object of the Instrument to which the Memorial relates

ASSIGNMENT a copy of which is hereunto annexed:—

Consideration to whom and how paid	\$2,722,500.00.	
Date of Instrument	The 3rd day of June 1969.	10
Names & Additions of Parties	HANG SENG BANK LIMITED whose registered office is situate at No. 77 Des Voeux Road Central Victoria in the Colony of Hong Kong LEE YEE NGAN (李怡顏) of No. 10 Dragon Terrace Victoria aforesaid Married Woman WONG WAI SHEUNG (黃慧嫦) of Flat B Victoria Court 16th Floor Hing Fat Street Causeway Bay in the Colony of Hong Kong Widow SHENG KA WAI (盛家懷) of No. 19 Repulse Bay Road in the Colony of Hong Kong Merchant and CHAN SHUK FONG (陳淑芳) of A-42 Estoril Court Garden Road Victoria aforesaid Married Woman "the Vendors" of the one part <i>and</i> SUN HSING COMPANY LIMITED whose registered office is situate at Chinese Club Building No. 21 Connaught Road Central third floor Victoria aforesaid "the Purchaser" of the other part.	20
Names & Additions of Witnesses		
Premises affected by the Instrument	the estate right title and interest to and in 75 equal undivided 100th parts or shares of and in SUBSECTIONS 1 and 2 OF SECTION D OF KOWLOON INLAND LOT NO. 2657 (Nos. 109, 111, 113, 115, 117, 119 and 121 Kadoorie Avenue).	30
Signature of Parties signing Memorial	(Sd.) 黃慧嫦 (Sd.) Lee Que Wei (Sd.) 陳淑芳 (Sd.) K. L. Man (C.S.) (Sd.) 盛家懷 (Sd.) 李怡顏 (Sd.) 明長福 (C.S.)	



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WAH YING CHOY of Messrs. C. Y.  
Kwan & Co. duly admitted and enrolled  
as a solicitor in the Colony of Hong Kong  
hereby certify that (according to Section  
VII of the Land Registration Ordinance  
(Cap. 128)) the foregoing Memorial  
contains a just and true account of the  
several particulars therein set forth.

Dated 12 JUL 1969  
(Sd.) W. Y. Choy  
Solicitor,  
Hong Kong.

TR Card

RECEIVED at the Land Office and  
Registered as Memorial  
No. 683082 on 14 JUL 1969  
(Sd.) Illegible

(Sd.) Illegible  
p. Land Officer.

10

THIS INDENTURE made the 3rd day of June One thousand nine hundred and sixty nine BETWEEN STEPHEN WING CHIU LEUNG (梁泳釗) of No. 148 Prince Edward Road 11th floor Kowloon in the Colony of Hong Kong Medical Practitioner (who and whose executors and administrators are where not inapplicable hereinafter included under the designation "the First Vendor") of the first part LEUNG LAI HAR (梁麗霞) of No. 11A Kin Wah Street 1st floor North Point in the Colony of Hong Kong Married Woman (who and whose executors and administrators are where not inapplicable hereinafter included under the designation "the Second Vendor" of the second part CHAN BIK WAH (陳碧華) of Apartment K-12 Pine Court No. 5 Old Peak Road Victoria in the Colony of Hong Kong Married Woman (who and whose executors and administrators are where not inapplicable hereinafter included under the designation "the Third Vendor") of the third part KWOK WAI CHAN (郭蕙珍) of Block D-1 10th floor Vila Monte Rosa Stubbs Road in the Colony of Hong Kong Married Woman (who and whose executors and administrators are where not inapplicable hereinafter included under the designation "the Fourth Vendor") of the fourth part LEUNG WING HUEN (梁泳煊) of Apartment F-6 Pine Court No. 5 Old Peak Road Victoria aforesaid Banker LEUNG WING BILL (梁泳標) of Apartment E3 Pine Court No. 5 Old Peak Road Victoria aforesaid Banker LEUNG WING PUI (梁泳培) of Wesselblek 9, 2 Hamburg 63, West Germany Gentleman LEUNG WING KEUNG (梁泳強) of 112N Orchard Apt. 4 Madison Wisconsin in the United States of America Gentleman and LEUNG WING KWOK (梁泳國) of 112N Orchard Apt. 4 Madison Wisconsin in the United States of America Gentleman (hereinafter called "the Confirmors") of the fifth part and SUN HSING COMPANY, LIMITED whose registered office is situate at Chinese Club Building 3rd floor No. 21 Connaught Road Central Victoria aforesaid (who and whose successors and assigns are where not inapplicable hereinafter included under the designation "the Purchaser") of the sixth part WHEREAS the First Vendor the Second Vendor the Third Vendor and the Fourth Vendor are in possession of or otherwise entitled to All Those 40 equal undivided 100th parts or shares of and in All That piece or parcel of ground situate lying and being at Kadoorie Avenue Kowloon in the said Colony of Hong Kong and registered in the Land Office as The Remaining Portion of Section D of Kowloon Inland Lot No. 2657 as Tenants in Common in the following shares namely as to twenty equal undivided one hundredth parts or shares thereof in the First Vendor as to ten equal undivided one hundredth parts or shares thereof in the Second Vendor as to eight equal undivided one hundredth parts or shares thereof in the Third Vendor and as to the remaining two equal undivided one hundredth parts or shares thereof in the Fourth Vendor and are entitled to a Crown Lease or Leases thereof for the term of 75 years from the 16th day of November 1931 with a right of renewal for a further term of 75 years subject to the terms and conditions contained in the Conditions of Sale registered in the Land Office as Conditions of Sale No. 3121 (hereinafter called "the said Conditions of Sale") AND WHEREAS by a Declaration of Trust dated the 18th day of March 1968 made by the First Vendor and registered in the Land Office by Memorial No. 620,837 the First Vendor therein declared that the consideration money which the First Vendor paid for the purchase of the twenty equal undivided one hundredth parts or shares of and in the said The Remaining Portion of Section D of Kowloon Inland Lot No. 2657 was in fact money belonging to and provided by the First Vendor and the Confirmors in equal shares and that 5/6th shares of and in the said twenty equal undivided one hundredth parts

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or shares of and in the said The Remaining Portion of Section D of Kowloon Inland Lot No. 2657 were purchased by the First Vendor for and on behalf of the Confirmors as tenants in common in equal shares AND WHEREAS the First Vendor for himself and at the request (hereby testified by their being parties hereto) of the Confirmors the Second Vendor the Third Vendor and the Fourth Vendor have agreed with the Purchaser for the sale of the said premises to the Purchaser for the price of One Million Six Hundred and Forty Eight Thousand Dollars NOW THIS INDENTURE WITNESSETH that in pursuance of such agreement and in consideration of ONE MILLION SIX HUNDRED AND FORTY EIGHT THOUSAND DOLLARS (\$1,648,000.00) to the First Vendor the Confirmors the Second Vendor the Third Vendor and the Fourth Vendor now paid by the Purchaser (the receipt whereof the First Vendor the Confirmors the Second Vendor the Third Vendor and the Fourth Vendor do hereby respectively acknowledge) the First Vendor for himself and at the request (hereby testified by their being parties hereto) of the Confirmors the Second Vendor the Third Vendor and the Fourth Vendor DO and each of them DOTN hereby assign and the Confirmors DO and each of them DOTN hereby assign and confirm unto the Purchaser ALL THAT the interest benefit and advantage of and in ALL THOSE forty equal undivided one hundredth parts or shares of and in ALL THAT the said piece or parcel of ground registered in the Land Office as THE REMAINING PORTION OF SECTION D OF KOWLOON INLAND LOT NO. 2657 And of and in the messuages erections and buildings thereon known at the date hereof as Nos. 123, 125, 127, 129, 131, 133 and 135 Kadoorie Avenue TOGETHER with such rights of way as are more particularly defined in the Deed of Partition registered in the Land Office by Memorial No. 230395 and all other rights privileges easements and appurtenances thereto belonging or appertaining AND all the estate right title interest property claim and demands whatsoever of the First Vendor the Confirmors the Second Vendor the Third Vendor and the Fourth Vendor therein and thereto except and reserved as in the said Conditions of Sale are excepted and reserved TO HOLD the premises hereby assigned unto the Purchaser absolutely SUBJECT to and with the benefit of the said Conditions of Sale AND SUBJECT to and with the benefit of the said Deed of Partition Memorial No. 230395 AND SUBJECT ALSO to the payment of the proportion hereinafter mentioned of the rent and the performance of the terms and conditions in the said Conditions of Sale reserved and contained so far as they relate to the hereby assigned premises AND SUBJECT ALSO to such rights of way as are more particularly defined in the said Deed of Partition Memorial No. 230395 AND SUBJECT ALSO to and with the benefit of three several Tenancy Agreements registered in the Land Office by Memorial Nos. 583546; 590147 and 640564 respectively AND the First Vendor the Second Vendor the Third Vendor and the Fourth Vendor hereby covenant with the Purchaser that notwithstanding any act deed matter or thing by the First Vendor the Second Vendor the Third Vendor and the Fourth Vendor done or knowingly omitted or suffered the rent reserved by and the terms and conditions contained in the said Conditions of Sale have been paid performed and observed up to the date of these presents and that the said Conditions of Sale are now good valid and subsisting AND that the First Vendor the Second Vendor the Third Vendor and the Fourth Vendor now have good right and full power to assign the said premises as aforesaid free from incumbrances AND that the said premises may be quietly entered into and at all times hereafter held and enjoyed without any interruption by the First Vendor the Second Vendor the Third Vendor and the Fourth Vendor or any person or persons claiming through under or in trust for the First Vendor the Second Vendor the Third

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Vendor and the Fourth Vendor AND that the First Vendor the Second Vendor the Third Vendor and the Fourth Vendor and all persons claiming under or in trust for the First Vendor the Second Vendor the Third Vendor and the Fourth Vendor shall at all times hereafter at the request cost and charges of the Purchaser do all acts and execute and do all such assurances and things as may be reasonably required for further or better assuring all of any of the said premises unto the Purchaser AND the Confirmors hereby covenant with the Purchaser that they the Confirmors have not done omitted or knowingly suffered or been party or privy to any act deed matter or thing whereby the premises hereby assigned or any part thereof are is or may be impeached incumbered or affected in title estate or otherwise howsoever AND the Purchaser hereby covenants with the First Vendor the Confirmors the Second Vendor the Third Vendor and the Fourth Vendor that the Purchaser will at all times hereafter pay the due proportion of the rent and perform the terms and conditions by and in the said Conditions of Sale reserved and contained so far as they relate to the hereby assigned premises and further will take up the Crown Lease or Crown Leases of the premises hereby assigned whenever called upon by the Land Officer so to do and will pay the costs and expenses in connection therewith and indemnify the First Vendor the Confirmors the Second Vendor the Third Vendor and the Fourth Vendor against all actions suits expenses claims and demands on account of or in respect of the non-payment of the said proportion of the rent or the non-performance of the said terms and conditions or any of them or the default in taking up such Crown Lease or Crown Leases as aforesaid IN WITNESS whereof the First Vendor the Confirmors the Second Vendor the Third Vendor and the Fourth Vendor have hereunto set their respective hands and seals and the Purchaser hath caused its Common Seal to be hereunto affixed the day and year first above written.

SIGNED SEALED and DELIVERED  
by the First Vendor (he having been  
previously identified by Sd. Chan  
Chuen Fuk) in the presence of:—

} Sd. Stephen Leung L.S.

Sd. W. Y. Choy  
Solicitor,  
Hong Kong.

SIGNED SEALED and DELIVERED  
by the Confirmors the said Leung  
Wing Pui, Leung Wing Keung  
and Leung Wing Kwok by their  
Attorney Leung Chik Wai (they having  
been previously identified by

)

in the presence of:—

Sd. W. Y. Choy  
Solicitor,  
Hong Kong.

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SIGNED SEALED and DELIVERED  
by the Second Vendor (she having been  
previously identified by Sd. Chau Cham  
Shu) in the presence of:—

Sd. W. Y. Choy  
Solicitor,  
Hong Kong.

Sd. 梁麗霞

L.S.

SIGNED SEALED and DELIVERED  
by the Third Vendor (she having been  
previously identified by Sd. Chau Cham  
Shu) in the presence of:—

Sd. W. Y. Choy  
Solicitor,  
Hong Kong.

Sd. 陳碧華

L.S.

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SIGNED SEALED and DELIVERED  
by the Fourth Vendor (she having been  
previously identified by Sd. Chau Cham  
Shu) in the presence of:—

Sd. W. Y. Choy  
Solicitor,  
Hong Kong.

Sd. 郭蕙珍

L.S.

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SEALED with the Common Seal of  
the Purchaser and SIGNED by  
Ming John Fook; its Manager  
in the presence of:—

Sd. W. Y. Choy  
Solicitor,  
Hong Kong.

Sd. 明長福

Common Seal

INTERPRETED to the said Leung Lai  
Har, Chan Bik Wah, Kwok Wai Chan,  
Leung Chik Wai and Ming John Fook  
by:—

Sd. Chau King Fai  
Clerk to Messrs. C. Y. Kwan & Co.,  
Solicitors, etc., Hong Kong.

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(Contd.)

RECEIVED on the day and year first above written of  
and from the Purchaser the sum of ONE MILLION SIX  
HUNDRED AND FORTY EIGHT THOUSAND  
DOLLARS being the consideration money above expressed to  
be paid by the Purchaser to the First Vendor the Confirmors  
the Second Vendor the Third Vendor and the Fourth Vendor.

\$1,648,000.00

WITNESS:—

Sd. W. Y. Choy

Sd.

Sd. 梁麗霞

Sd. 梁碧華

Sd. 梁泳培授權人梁植偉

10

This is the exhibit marked  
“CL13” referred to in the  
Affirmation of Chan Lai.  
Affirmed before me this 24th day  
of February 1978.  
Sd. Gary Paul Miller Solicitor.

A Memorial required to be registered in the Land Office according to the provisions of the Land Registration Ordinance, Cap. 128.

Nature and Object of the Instrument to which the Memorial relates

ASSIGNMENT (a copy of which is hereto annexed).

## No. 5 Old Peak Road, Victoria aforesaid Banker LEUNG WING PUI (梁泳培) of Wesselblek 9, 2 Hamburg 63, West Germany Gentleman LEUNG WING KEUNG (梁泳强) of 112N Orchard Apt. 4 Madison Wisconsin in the United States of America Gentleman and LEUNG WING KWOK (梁泳國) of 112N Orchard Apt. 4 Madison Wisconsin in the United States of America Gentleman "the Confirmors" of the fifth part and SUN HSING COMPANY, LIMITED whose registered office is situate at Chinese Club Building 3rd floor No. 21 Connaught Road Central Victoria aforesaid "the Purchaser" of the sixth part. 10

Consideration to whom and how paid	\$1,648,000.00.
Date of Instrument	Dated the 3rd day of June 1969.
Name & Additions of Witnesses	STEPHEN WING CHIU LEUNG (梁泳釗) of No. 148 Prince Edward Road 11th floor Kowloon in the Colony of Hong Kong Medical Practitioner "the First Vendor" of the first part LEUNG LAI HAR (梁麗霞) of No. 11A Kin Wah Street 1st floor North Point in the Colony of Hong Kong Married Woman "the Second Vendor" of the second part CHAN BIK WAH (陳碧華) of Apartment K-12 Pine Court No. 5 Old Peak Road Victoria in the Colony of Hong Kong Married Woman "the Third Vendor" of the third part KWOK WAI CHAN (郭蕙珍) of Block D-1 10th floor Vila Monte Rosa Stubbs Road in the Colony of Hong Kong Married Woman "the Fourth Vendor" of the fourth part LEUNG WING HUEN (梁泳煊) of Apartment F-6 Pine Court No. 5 Old Peak Road Victoria aforesaid Banker LEUNG WING BILL (梁泳標) of Apartment E-3 Pine Court ## 20 30
Premises affected by the Instrument	The interest benefit and advantage of and in forty equal undivided one hundredth parts or shares of and in THE REMAINING PORTION OF SECTION D OF KOWLOON INLAND LOT No. 2657 (Nos. 123, 125, 127, 129, 131, 133 and 135 Kadoorie Avenue Kowloon) 40
Signature of Parties signing Memorial	(Sd.) (Sd.) (Sd.) (Sd.) (Sd.) (Sd.) 陳碧華 (Sd.) 梁麗霞 (Sd.) 明長福

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(Contd.)

I, WAH YING CHOY of Messrs.  
C. Y. Kwan & Co. duly admitted and  
enrolled as a solicitor in the  
Colony of Hong Kong, hereby certify  
that (according to Section VII of  
the Land Registration Ordinance  
(Cap. 128)) the foregoing Memorial  
contains a just and true account of  
the several particulars therein  
set forth.

Dated the 12 day of  
JUL 1969.

(Sd.) W. Y. Choy  
Solicitor,  
Hong Kong.

(Sd.) TR Card

Received at the Land Office and  
Registered as Memorial No. 683083  
on 14 JUL 1969

(Sd.) Illegible

(Sd.) Illegible  
p. Land Officer. 10



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(Contd.)

2% Ad. Valorem Duty Paid  
\$980,000.00 C.R. No. 8736  
Sd. Illegible  
Asst. Collector.  
26 APR 1973

THIS INDENTURE made the 30th day of March One thousand nine hundred and seventy three BETWEEN SUN HSING COMPANY LIMITED whose registered office is situate at Chinese Club Building No. 21 Connaught Road Central Third Floor Victoria in the Colony of Hong Kong (who and whose successors are where not inapplicable hereinafter included under the designation "the Vendor") of the one part and HANG WAH CHONG INVESTMENT COMPANY LIMITED whose registered office is situate at Room No. 401 Hang Seng Bank Building No. 77 Des Voeux Road Central Victoria aforesaid (who and whose successors and assigns are where not inapplicable hereinafter included under the designation "the Purchaser") of the other part WHEREAS the Vendor is in possession of or otherwise entitled to All Those pieces or parcels of ground respectively registered in the Land Office as Subsection 1 of Section D of Kowloon Inland Lot No. 2657 Subsection 2 of Section D of Kowloon Inland Lot No. 2657 and The Remaining Portion of Section D of Kowloon Inland Lot No. 2657 and is entitled to a Crown Lease or Leases thereof for the term of 75 years from the 16th day of November 1931 with a right of renewal for a further term of 75 years subject to the terms and conditions contained in the said Conditions of Sale deposited and registered in the Land Office as Conditions of Sale No. 3121 (hereinafter called "the said Conditions of Sale") AND WHEREAS the Vendor hath agreed with the Purchaser for the sale of the said premises to the Purchaser for the price of \$49,000,000.00 NOW THIS INDENTURE WITNESSETH that in pursuance of such agreement and in consideration of DOLLARS FORTY NINE MILLION to the Vendor now paid by the Purchaser (the receipt whereof the Vendor doth hereby acknowledge) The Vendor DOTN hereby assign unto the Purchaser ALL THAT the right title and interest to and in ALL THOSE the said pieces or parcels of ground respectively registered in the Land Office as SUBSECTION 1 OF SECTION D OF KOWLOON INLAND LOT NO. 2657 SUBSECTION 2 OF SECTION D OF KOWLOON INLAND LOT NO. 2657 and THE REMAINING PORTION OF SECTION D OF KOWLOON INLAND LOT NO. 2657 And to and in the messuages erections and buildings thereon known at the date hereof as Nos. 109, 111, 113, 115, 117, 119, 121, 123, 125, 127, 129, 131, 133 and 135 Kadoorie Avenue TOGETHER with such rights of way as are more particularly described in a Deed of Partition registered in the Land Office by Memorial No. 230395 and all other rights of way (if any) privileges easements and appurtenances thereto belonging or appertaining AND all the estate right title interest property claim and demand whatsoever of the Vendor therein and thereto except and reserved as in the said Conditions of Sale are excepted and reserved TO HOLD the premises hereby assigned unto the Purchaser absolutely SUBJECT to the existing lettings and tenancies thereof (if any) and to the payment of the proportions hereinafter mentioned of the rents and the performance of the several terms and conditions in and by the said Conditions of Sale reserved and contained AND SUBJECT to and with the benefit of the said Conditions of Sale and the said Deed of Partition Memorial No. 230395 AND SUBJECT ALSO to such rights of way as are more particularly described in the said Deed of Partition Memorial No. 230395

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AND the Vendor hereby covenants with the Purchaser that notwithstanding any act deed matter or thing by the Vendor done or knowingly omitted or suffered the rents reserved by and the terms and conditions contained in the said Conditions of Sale have been paid performed and observed up to the date of these presents and that the said Conditions of Sale are now good valid and subsisting AND that the Vendor now hath good right and full power to assign the said premises as aforesaid free from incumbrances AND that the said premises may be quietly entered into and at all times hereafter held and enjoyed without any interruption by the Vendor or any person or persons claiming through under or in trust for the Vendor AND that the Vendor and all persons claiming under or in trust for the Vendor shall at all times hereafter at the request cost and charges of the Purchaser do all acts and execute and do all such assurances and things as may be reasonably required for further or better assuring all of any of the said premises unto the Purchaser AND the Purchaser hereby covenants with the Vendor that the Purchaser will at all times hereafter when called upon by the Land Officer so to do take up the Crown Lease or Leases of the said premises and will pay all costs and expenses in connection therewith and will at all times hereafter pay the annual sums of \$166.90, \$190.00 and \$330.00 being the proportions of the rents and perform the terms and conditions in the said Conditions of Sale reserved and contained so far as they relate to the hereby assigned premises and indemnify the Vendor against all actions suits expenses claims and demands on account of or in respect of the non-payment of the said rents or the non-performance of the said terms and conditions or any of them IN WITNESS whereof the said parties have caused their respective Common Seals to be hereunto affixed the day and year first above written.

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SEALED with the Common Seal of the Vendor and SIGNED by John Fook Ming its Director in the presence of:—

} Sd. 明長福 SUN HSING CO. LTD.  
Sd. John Fook Ming  
Manager C.S.

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Sd. Francis H. B. Wong  
Solicitor,  
Hong Kong.

SEALED with the Common Seal of the Purchaser and SIGNED by Man Kwok Lau and Leung Kau Kui two of its Directors in the presence of:—

} HANG WAH CHONG  
INVESTMENT CO. LTD.  
Sd. Man Kwok Lau and  
Leung Kau Kui

AUTHORISED SIGNATURE  
C.S.

Sd. Francis H. B. Wong  
Solicitor,  
Hong Kong.

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RECEIVED on the day and year first above written of and from the Purchaser the sum of DOLLARS FORTY NINE MILLION being the consideration money above expressed to be paid by the Purchaser to the Vendor. } \$49,000,000.00

In the  
Supreme  
Court of  
Hong Kong

No. 3  
Affirmation  
of Chan Lai  
(Contd.)

WITNESS:—

Sd. Francis H. B. Wong

Sd. 明長福

SUN HSING CO. LTD.  
Sd. John Fook Ming  
Manager

A Memorial required to be registered in the Land Office according to the provisions of the Land Registration Ordinance, Cap. 128.

Nature and Object of the Instrument to which the Memorial relates	
ASSIGNMENT, a copy of which is hereto annexed:—	
Consideration to whom and how paid	\$49,000,000.00
Date of Instrument	Dated the 30th day of March 1973.
Names & Additions of Parties	SUN HSING COMPANY LIMITED whose registered office is situate at Chinese Club Building No. 21 Connaught Road Central Third Floor Victoria in the Colony of Hong Kong "the Vendor" of the one part and HANG WAH CHONG INVESTMENT COMPANY LIMITED whose registered office is situate at Room No. 401 Hang Seng Bank Building No. 77 Des Voeux Road Central Victoria in the said Colony of Hong Kong "the Purchaser" of the other part
Names & Additions of Witnesses	Please see copy of Assignment hereto annexed.
Premises affected by the Instrument	the right title and interest to and in Subsection 1 of Section D of Kowloon Inland Lot No. 2657 Subsection 2 of Section D of Kowloon Inland Lot No. 2657 and The Remaining Portion of Section D of Kowloon Inland Lot No. 2657 (Nos. 109, 111, 113, 115, 117, 119, 121, 123, 125, 127, 129, 131, 133 and 135 Kadoorie Avenue).
Signature of Parties signing Memorial	SUN HSING CO. LTD. HANG WAH CHONG INVESTMENT CO. LTD. (Sd.) (Sd.) (C.S.) ..... (Sd.) Manager (Sd.) (C.S.) (Sd.) 明長福 ..... Authorised Signature

I, WAH YING CHOY of Messrs. C. Y. Kwan & Co. duly admitted and enrolled as a solicitor in the Colony of Hong Kong, hereby certify that according to Section VII of the Land Registration Ordinance (Cap. 128) the foregoing Memorial contains a just and true account of the several particulars therein set forth.

RECEIVED at the Land Office and Registered as Memorial No. 994507 on 12 JUN 1973.

Dated the 4th day of JUN 1973.

(Sd.) W. Y. Choy  
Solicitor,  
Hong Kong.

(Sd.)  
P. Land Officer.

TR Card

IN THE SUPREME COURT OF HONG KONG  
MISCELLANEOUS PROCEEDINGS

IN THE MATTER of Kowloon Inland  
Lot No. 2657 Section D ss.1, 2 and  
Remaining Portion (109-135 Kadoorie  
Avenue, Grand Court, Kowloon).  
and

IN THE MATTER of Conditions of Sale  
No. 3121 in respect of Kowloon 10  
Inland Lot No. 2657 dated 16th  
November 1931.

BETWEEN

HANG WAH CHONG INVESTMENT  
COMPANY LIMITED

Plaintiff

and

THE ATTORNEY GENERAL

Defendant

I, ANDREW LEE KING-FUN of Flat 15B, 41 Repulse Bay Road, Hong Kong  
do solemnly, sincerely and truly affirm and say as follows:—

1. I am a Fellow of the Royal Australian Institute of Architects and Senior 20  
Partner in the Firm of Andrew Lee King-Fun and Associates of 302, Man Yee  
Building, 62-68 Des Voeux Road, Central, Hong Kong.
2. In May of 1976 my firm was engaged as Architects by Hang Wah Chong  
Investment Company Limited, the registered owners of K.I.L. 2657 Section D.  
Subsections 1 and 2 and Remaining Portion being Grand Court, 109-135 Kadoorie  
Avenue, Kowloon, Hong Kong (hereinafter referred to as "Grand Court") in con-  
nection with the proposed re-development of Grand Court.
3. In accordance with my instructions I prepared plans for the said proposed  
re-development and, as Authorised Person, submitted the same to the office of the  
Building Authority for approval on the 25th day of August 1976. There is now 30  
produced and shown to me marked "ALKF-1" a true copy of the said plans. There  
is further produced and shown to me marked "ALKF-2" a true copy of the Form 9  
therewith, being the application for the aforesaid approval. As appears from "ALKF-  
1" the Plaintiff is desirous of replacing the existing buildings now known as Grand  
Court with 3 blocks each of 12 storeys, with 3 flats per storey comprising in all 108  
flats.
4. The said plans "ALKF-1", were approved by the office of the Building  
Authority on the 26th day of October 1976. There is now produced and shown to  
me marked "ALKF-3" a true copy of the said approval in Form 12. There is further  
produced and shown to me marked "ALKF-4" a true copy of a letter which enclosed 40

In the  
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Court of  
Hong Kong

the said Form 12 dated the 26th day of October 1976 which I received from the office of the Building Authority.

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

5. I am aware of the correspondence that has passed between the Office of the Building Authority, the Land Office the Crown Lands and Survey Office and my Clients concerning the said re-development of Grand Court. I am also aware of similar correspondence that has passed between the Office of the Building Authority, the Land Office the Crown Lands and Survey Office and my Clients predecessor in title Sun Hsing Company Limited. I am also aware of the correspondence that has passed between the office of the Building Authority, the Land Office, the Crown Lands and Survey Office and the advisors to my clients and Sun Hsing Company Limited, namely Mr. Stephen Tse-Tung Ho, Messrs. Tony Petty and Associates, Messrs. C. Y. Kwan and Company and Messrs. Deacons. There is now produced and shown to me marked "ALKF-5" a bundle of such letters comprising true copies of the relevant parts of the said correspondence. 10

6. There is further now produced and shown to me marked "ALKF-6" a true copy of a plan showing the present layout of KIL 2657. As appears therefrom the boundary of KIL 2657 is marked in red. The Lot has however been subdivided and the subdivision boundaries are indicated in green. "ALKF-6" also gives certain information regarding some of the premises (coloured yellow) within KIL 2657. The premises indicated in blue are adjacent to Grand Court but are outside KIL 2657. I crave leave to refer also to the key to the said Plan in the margin thereof which lists and identifies certain of the premises that are now erected upon the said Lot. There is further produced and shown to me marked "ALKF-7" a Schedule indicating the date upon which building plans for certain of the premises now erected upon the said Lot were submitted to the Office of the Building Authority together with a description of the type of premises involved and indicating the number of Flats, height etc. There are further produced and shown to me marked "ALKF-8" true copies of photographs I have caused to be taken of the premises which have been erected upon the said Lot indicating the identity of the premises in question. 20

AND lastly, I do solemnly, sincerely and truly affirm and say that the contents of this my affirmation are true. 30

AFFIRMED at Courts of Justice,  
Victoria, Hong Kong this 24th day of June 1978. } Sd. Andrew Lee King-Fun

Before me,  
Sd. Kwok Sau Lin  
Commissioner for Oaths.

(This Affirmation is filed on behalf of the Plaintiff).

IN THE SUPREME COURT OF HONG KONG  
MISCELLANEOUS PROCEEDINGS

IN THE MATTER of Kowloon Inland Lot  
No. 2657 Section D ss.1, 2 and Remaining  
Portion (109-135 Kadoorie Avenue,  
Grand Court, Kowloon.)

and

IN THE MATTER of Conditions of Sale  
No. 3121 in respect of Kowloon Inland  
Lot No. 2657 dated 16th November 1931.

10

BETWEEN

HANG WAH CHONG INVESTMENT  
COMPANY LIMITED

Plaintiff

and

THE ATTORNEY GENERAL

Defendant

This Exhibit referred to the Affirmation of Andrew Lee King-Fun filed  
therein on the 27th day of June 1978.

Exhibit Marked

Consist of pages

"ALKF-1"	Eight	(8) pages	20
"ALKF-2"	Two	(2) pages	
"ALKF-3"	One	(1) page	
"ALKF-4"	One	(1) page	
"ALKF-5"	Sixty-four	(64) pages	
"ALKF-6"	One	(1) page	
"ALKF-7"	Two	(2) pages	
"ALKF-8"	Five	(5) pages	

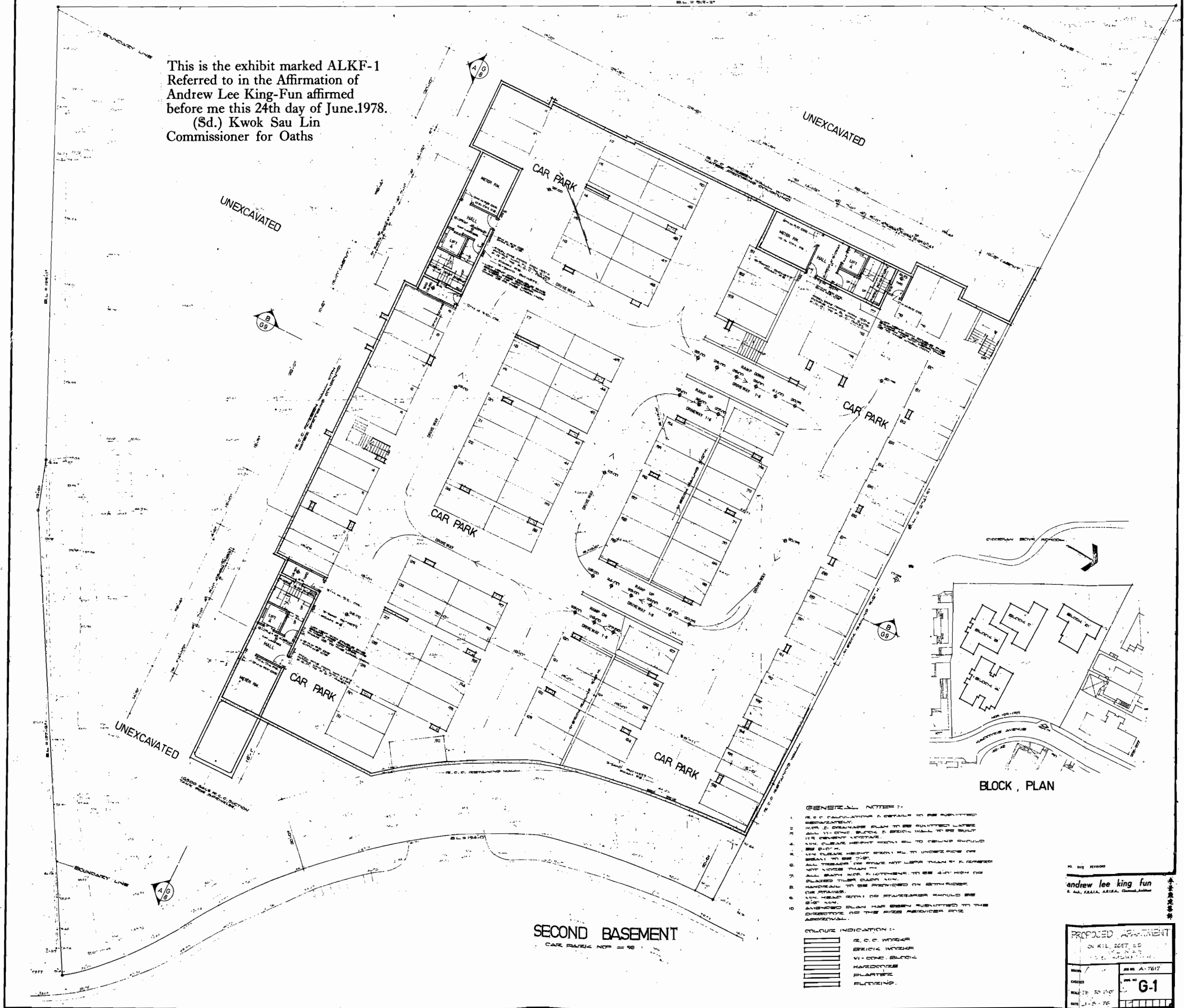
DEACONS,  
Solicitors &c.,  
Hong Kong.

30

In the  
Supreme  
Court of  
Hong Kong

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

This is the exhibit marked ALKF-1  
Referred to in the Affirmation of  
Andrew Lee King-Fun affirmed  
before me this 24th day of June.1978.  
(Sd.) Kwok Sau Lin  
Commissioner for Oaths



- GENERAL NOTES :-
1. R.C.C. CALCULATIONS & DETAILS TO BE SUBMITTED SEPARATELY.
  2. WATER & DRAINAGE PLAN TO BE SUBMITTED LATER.
  3. ALL WORKING BLOCKS WHICH WILL BE BUILT IN ITS CURRENT STATE.
  4. MIN. CLEARANCE HEIGHT FROM 2ND TO CEILING SHOULD BE 2.1M.
  5. MIN. CLEARANCE HEIGHT FROM 2ND TO UNDER SIDE OF BEAM TO BE 2.1M.
  6. ALL TROUSERS OR STAIRS NOT LESS THAN 8" RAMPED NOT LESS THAN 11" ALL STAIRS NOT FLATTERS TO BE 40" HIGH OR FLAT TO BE 40" MIN.
  7. HANDRAIL TO BE PROVIDED ON BOTH SIDES OF STAIRS.
  8. MIN. HEAD ROOM OF STAIRWAYS SHOULD BE 2.0M MIN.
  9. FINISHED PLAN HAS BEEN SUBMITTED TO THE OFFICE OF THE SACS SERVICES FOR APPROVAL.

- COLOUR INDICATION :-
- ▬ R.C.C. WORKS
  - ▬ BRICK WORKS
  - ▬ VI - CONC. BLOCK
  - ▬ HARDWOOD
  - ▬ PLASTER
  - ▬ FLOORING

NO. DATE REVISION  
andrew lee king fun  
S. AD. PRATA, ARCHT. CONSULTANT

PROPOSED APARTMENT  
ON K.L. 2027, 20  
1/20

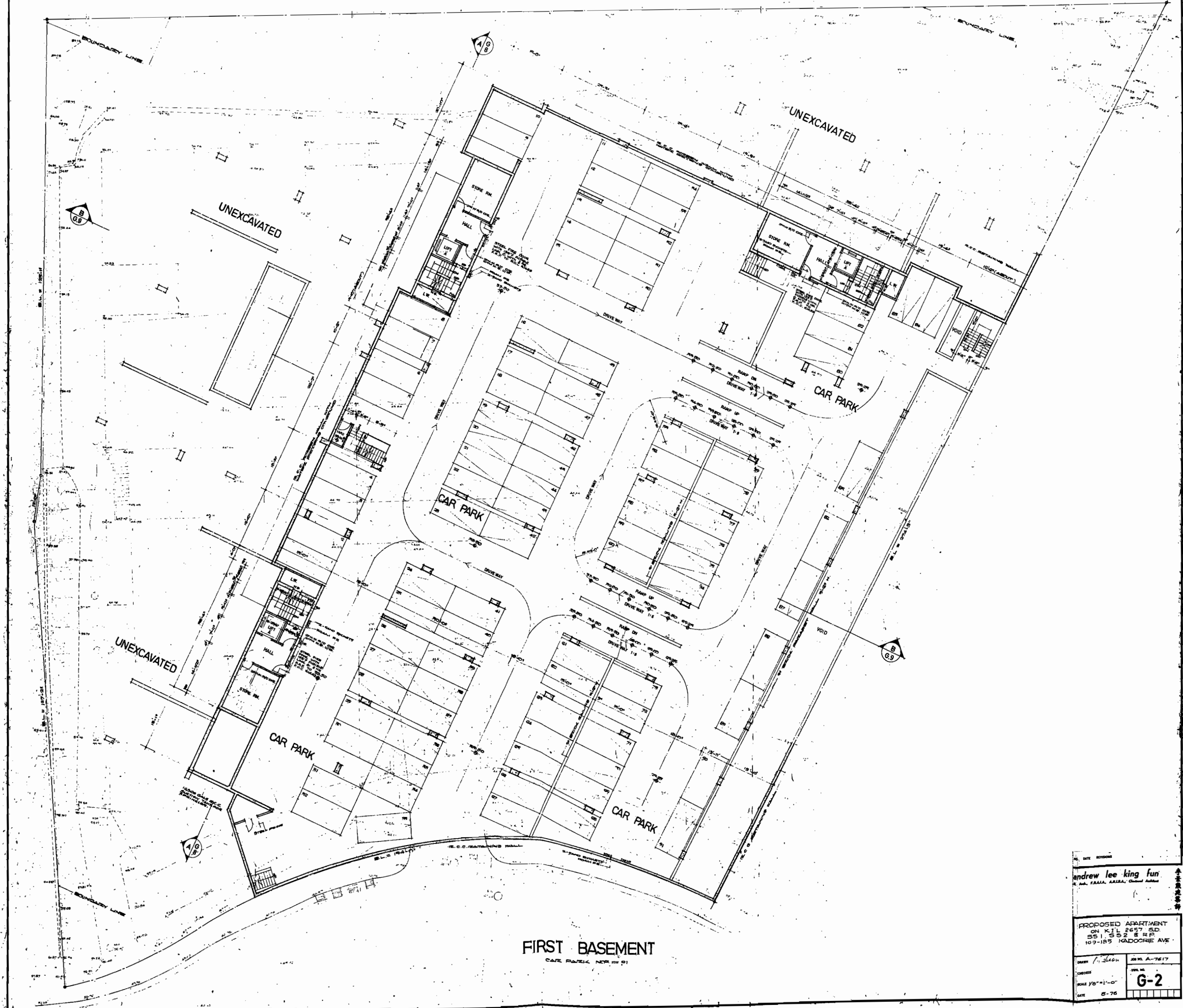
DATE	NO. A-7617
CREATED	NO. 10
SCALE	1:50
DATE	1/25

**G-1**



In the  
Supreme  
Court of  
Hong Kong

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

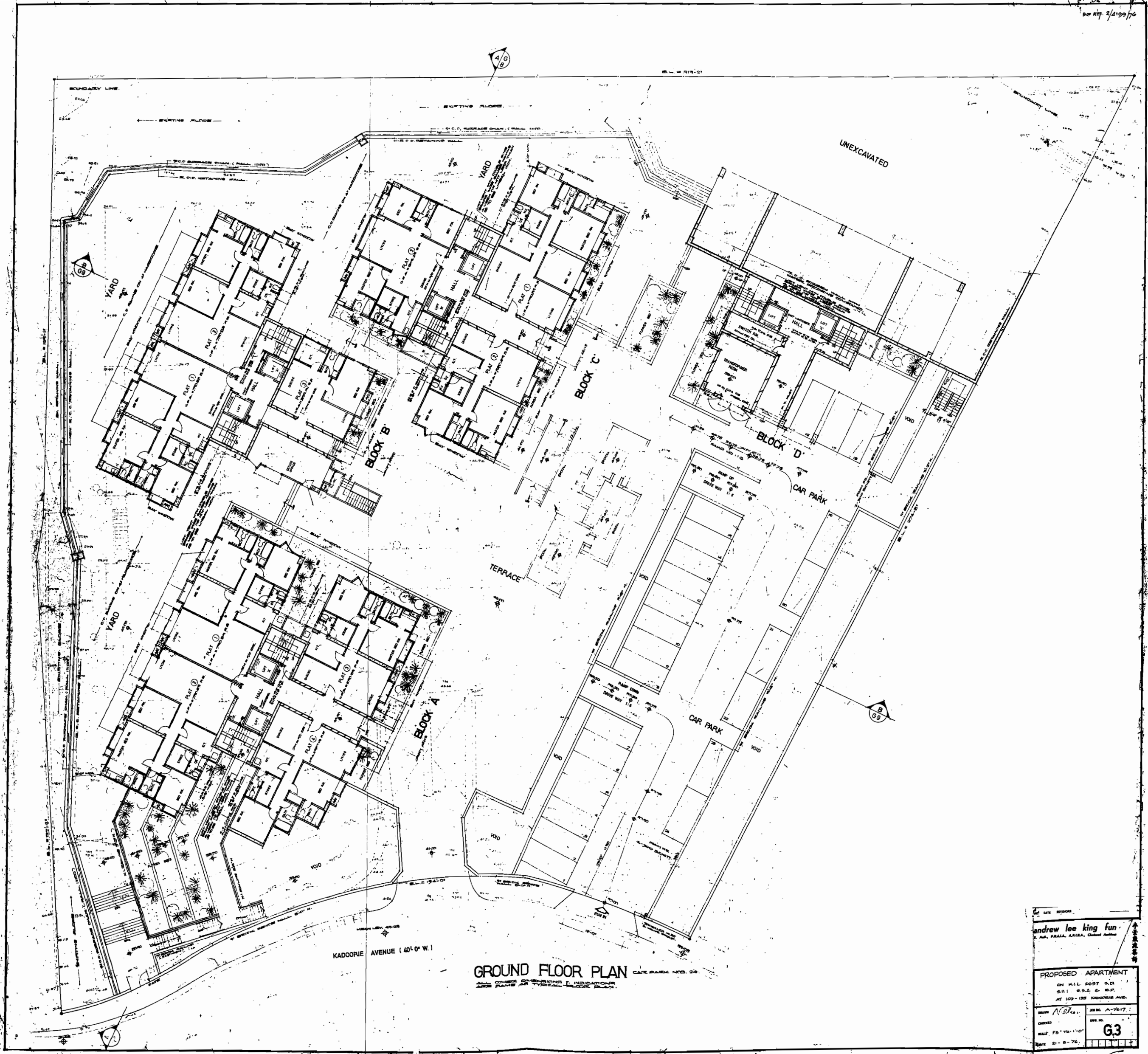


FIRST BASEMENT  
CAR PARK NORTH

DATE	REVISION
andrew lee king fun	
PROPOSED APARTMENT	
ON K11 2657 SD	
551-552 ERP	
109-185 KADOORIE AVE	
DRAWN	2000 A-7617
CHECKED	
SCALE	1/8"=1'-0"
DATE	8-76
<b>G-2</b>	

In the  
Supreme  
Court of  
Hong Kong

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)



**GROUND FLOOR PLAN** CASE BANC. NOS. 24  
ALL OTHER DIMENSIONS & INDICATIONS  
SEE PARTS OF TYPICAL FLOOR PLAN.

DATE REVISION

**andrew lee king fun**  
A. ARCHT. A. ARCHT. A. ARCHT. A. ARCHT.

**PROPOSED APARTMENT**  
ON P.L.L. 2057 S.D.  
S.S.I. S.S.E. & R.P.  
AT 109-132 KADOORIE AVE.

DRAWN *Andrew Lee King Fun* DATE 11-1-76  
CHECKED DATE 11-1-76  
SCALE 1/8" = 1'-0"  
SHEET 31 - 8 - 76

NO. 11-1-76  
NO. 11-1-76  
**G3**

In the  
Supreme  
Court of  
Hong Kong  
No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)



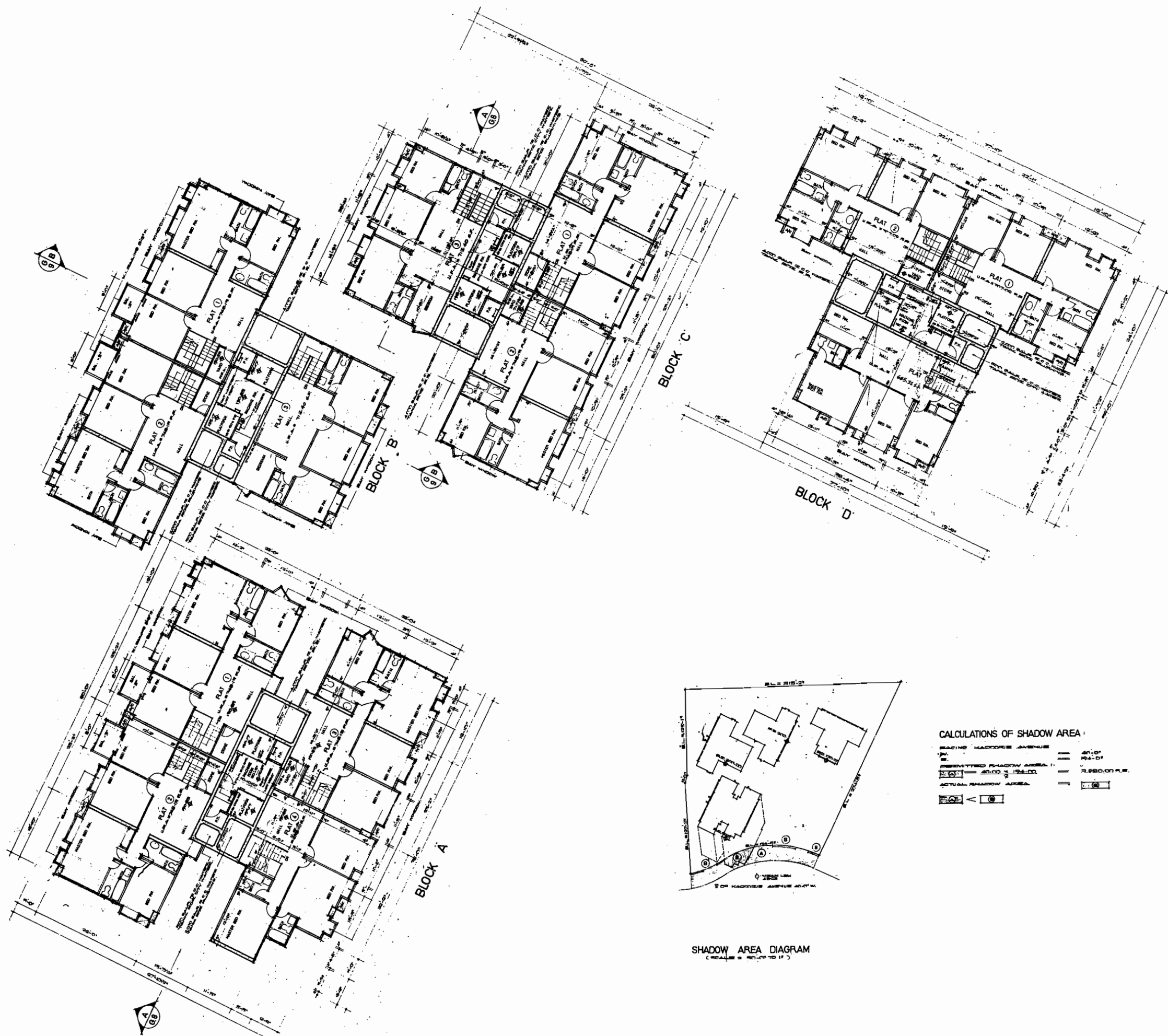
TYPICAL FLOOR PLAN  
BLOCK A,B,C 1ST TO 15TH FLOOR  
BLOCK D 1ST TO 12TH FLOOR

NO. DATE REVISION	
andrew lee king fun	
PROPOSED APARTMENT	
DATE	NO. A-707
CHECKED	64
SCALE 1/4" = 1'-0"	
DATE	



In the Supreme Court of Hong Kong

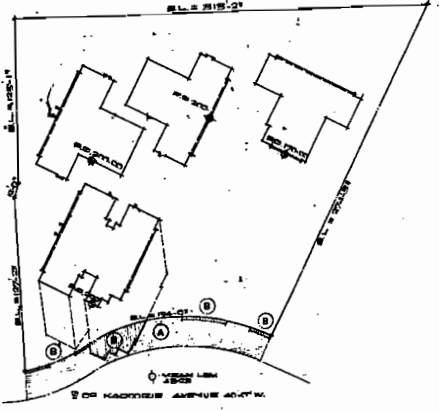
No. 4 Affirmation of Andrew Lee King-Fun (Contd.)



BLOCK A, B, C. 17TH FLOOR PLAN  
BLOCK D. 14TH FLOOR PLAN

CALCULATIONS OF SHADOW AREA

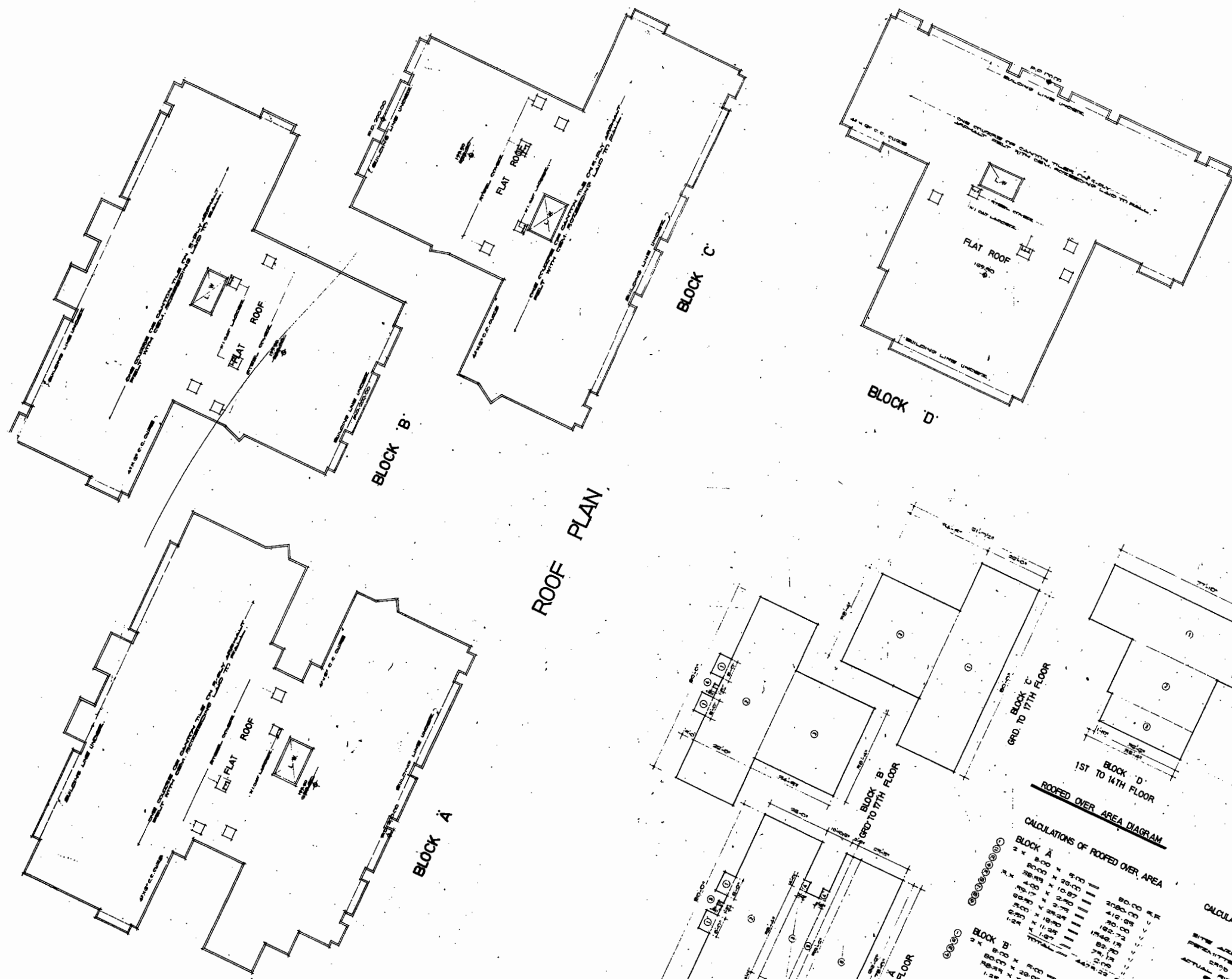
PLACING HAZARDOUS AVENUE	40'-0"
PLACING HAZARDOUS AVENUE	40'-0"
PRESENTED SHADOW AREA	2,880.00 S.F.
ACTUAL SHADOW AREA	1,100.00 S.F.



andrew lee king fun  
 PROPOSED APARTMENT  
 ON K.L. 2657 S.D.  
 S.S.I. 552 & S.P.  
 AT 109-135 HAZARDOUS AV.  
 DRAWN BY: Nica  
 CHECKED BY: A-7617  
 SCALE: 1/8" TO 1'-0"  
 DATE: 21-8-79  
**G6**

In the  
Supreme  
Court of  
Hong Kong

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)



ROOF PLAN

FIRE RESISTANCE REQUIREMENT FOR ELEMENT OF CONSTRUCTION										
FLOOR	USE CLASS	COMPARTMENT OF BUILDING		F.R.P. REQUIREMENT	MIN. DIMENSION OF ELEMENT OF CONSTRUCTION					
		FL. AREA (SQ. FT.)	VOLUME (CU. FT.)		THICK. (INCH)	HEIGHT (FEET)	W.C. (INCH)	GLASS (INCH)	GLASS (INCH)	GLASS (INCH)
2ND FLOOR	DOMESTIC	26693.43	266934.13	2 HOURS	5"	7 1/2"	12"	2"	12"	2"
1ST FLOOR	DOMESTIC	27743.06	277430.01	2 HOURS	5"	7 1/2"	12"	2"	12"	2"
GROUND FL.	DOMESTIC	4473.32	38782.82	1 HOUR	4"	7 1/2"	9"	1"	9"	1 1/2"
1ST TO 17TH FLOOR	DOMESTIC	4473.32	38782.82	1 HOUR	4"	7 1/2"	9"	1"	9"	1 1/2"
1ST TO 17TH FLOOR	DOMESTIC	3481.41	30183.82	1 HOUR	4"	7 1/2"	9"	1"	9"	1 1/2"
1ST TO 17TH FLOOR	DOMESTIC	3327.32	29473.10	1 HOUR	4"	7 1/2"	9"	1"	9"	1 1/2"
1ST TO 17TH FLOOR	DOMESTIC	3187.31	27635.71	1 HOUR	4"	7 1/2"	9"	1"	9"	1 1/2"
MACH. RM.	MACH. RM.			2 HOURS	5"	7 1/2"	12"	2"	12"	2"

CALCULATION OF MIN. WIDTH OF EXIT ROUTE & EXIT DOOR (Each Block)						
FLOOR	USE	UNIT	NOS. OF PERSON	CAPACITY OF STAIRWAY	REQD. MIN. WIDTH OF EXIT DOOR	REQD. MIN. WIDTH OF EXIT ROUTE
1ST TO 15TH	DOMESTIC	FLAT 1, 2, 3, 4	5 (MACH. RM.)	50	2'-10"	7'-6"
15TH & 17TH		FLAT 1, 2, 3, 4	15 (MACH. RM.)	57	2'-10"	9'-0"

SCHEDULE OF REQUIREMENT OF SANITARY FITMENT (Each Block)								
FLOOR	USE	UNIT	HABITABLE AREA (SQ. FT.)	NOS. OF PERSON	W.C.	BATH	TOILET	SHOWER BATH
1ST TO 15TH	DOMESTIC	FLAT 1, 2, 3, 4	750.75 (MACH. RM.)	5	1	1	1	3
15TH & 17TH		FLAT 1, 2, 3, 4	1470.36 (MACH. RM.)	15	2	2	2	4

**CALCULATIONS OF ROOFED OVER AREA**

**BLOCK A**  
 2' x 8'00" x 9'70" = 147.00 SQ. FT.  
 8'00" x 20'00" = 160.00 SQ. FT.  
 20'00" x 10'00" = 200.00 SQ. FT.  
 10'00" x 2'00" = 20.00 SQ. FT.  
 2'00" x 20'00" = 40.00 SQ. FT.  
 2'00" x 10'00" = 20.00 SQ. FT.  
 1'00" x 10'00" = 10.00 SQ. FT.  
 TOTAL = 587.00 SQ. FT.

**BLOCK B**  
 2' x 8'00" x 9'70" = 147.00 SQ. FT.  
 8'00" x 20'00" = 160.00 SQ. FT.  
 20'00" x 10'00" = 200.00 SQ. FT.  
 10'00" x 2'00" = 20.00 SQ. FT.  
 2'00" x 20'00" = 40.00 SQ. FT.  
 2'00" x 10'00" = 20.00 SQ. FT.  
 1'00" x 10'00" = 10.00 SQ. FT.  
 TOTAL = 587.00 SQ. FT.

**BLOCK C**  
 8'00" x 20'00" = 160.00 SQ. FT.  
 20'00" x 10'00" = 200.00 SQ. FT.  
 10'00" x 2'00" = 20.00 SQ. FT.  
 2'00" x 20'00" = 40.00 SQ. FT.  
 2'00" x 10'00" = 20.00 SQ. FT.  
 1'00" x 10'00" = 10.00 SQ. FT.  
 TOTAL = 650.00 SQ. FT.

**BLOCK D**  
 2' x 8'00" x 9'70" = 147.00 SQ. FT.  
 8'00" x 20'00" = 160.00 SQ. FT.  
 20'00" x 10'00" = 200.00 SQ. FT.  
 10'00" x 2'00" = 20.00 SQ. FT.  
 2'00" x 20'00" = 40.00 SQ. FT.  
 2'00" x 10'00" = 20.00 SQ. FT.  
 1'00" x 10'00" = 10.00 SQ. FT.  
 TOTAL = 587.00 SQ. FT.

**CALCULATIONS OF SITE COVERAGE & PLOT RATIO**

**CALCULATIONS OF CAR PARK NOS.**

**CALCULATIONS OF DISCHARGE VALUE**

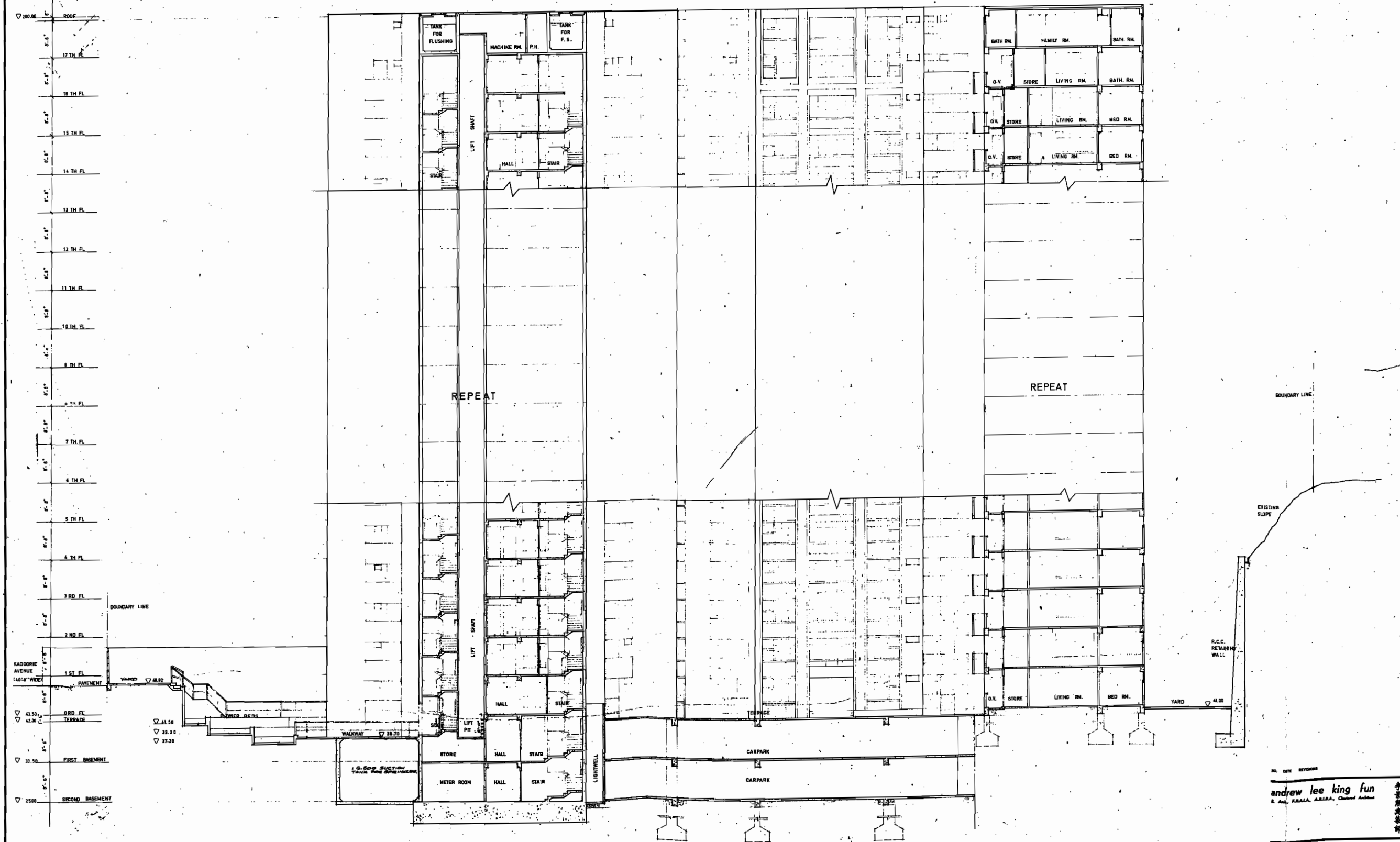
17 STOREY ABOVE GROUND FL. SERVED BY 2 SEC. OF  
 9'-6" WIDE STAIRCASES  
 DICHARGE VALUE = (60 x 7)  
 1075 PERSONS  
 ACTUAL NO. OF PERSONS  
 1ST TO 15TH FL. 30 x 5 = 150 PERSONS  
 15TH & 17TH FL. 30 x 2 = 60 PERSONS  
 TOTAL = 210 PERSONS

andrew lee king fun  
 118, 120, 122, 124, 126, 128, 130, 132, 134, 136, 138, 140, 142, 144, 146, 148, 150, 152, 154, 156, 158, 160, 162, 164, 166, 168, 170, 172, 174, 176, 178, 180, 182, 184, 186, 188, 190, 192, 194, 196, 198, 200, 202, 204, 206, 208, 210, 212, 214, 216, 218, 220, 222, 224, 226, 228, 230, 232, 234, 236, 238, 240, 242, 244, 246, 248, 250, 252, 254, 256, 258, 260, 262, 264, 266, 268, 270, 272, 274, 276, 278, 280, 282, 284, 286, 288, 290, 292, 294, 296, 298, 300, 302, 304, 306, 308, 310, 312, 314, 316, 318, 320, 322, 324, 326, 328, 330, 332, 334, 336, 338, 340, 342, 344, 346, 348, 350, 352, 354, 356, 358, 360, 362, 364, 366, 368, 370, 372, 374, 376, 378, 380, 382, 384, 386, 388, 390, 392, 394, 396, 398, 400, 402, 404, 406, 408, 410, 412, 414, 416, 418, 420, 422, 424, 426, 428, 430, 432, 434, 436, 438, 440, 442, 444, 446, 448, 450, 452, 454, 456, 458, 460, 462, 464, 466, 468, 470, 472, 474, 476, 478, 480, 482, 484, 486, 488, 490, 492, 494, 496, 498, 500, 502, 504, 506, 508, 510, 512, 514, 516, 518, 520, 522, 524, 526, 528, 530, 532, 534, 536, 538, 540, 542, 544, 546, 548, 550, 552, 554, 556, 558, 560, 562, 564, 566, 568, 570, 572, 574, 576, 578, 580, 582, 584, 586, 588, 590, 592, 594, 596, 598, 600, 602, 604, 606, 608, 610, 612, 614, 616, 618, 620, 622, 624, 626, 628, 630, 632, 634, 636, 638, 640, 642, 644, 646, 648, 650, 652, 654, 656, 658, 660, 662, 664, 666, 668, 670, 672, 674, 676, 678, 680, 682, 684, 686, 688, 690, 692, 694, 696, 698, 700, 702, 704, 706, 708, 710, 712, 714, 716, 718, 720, 722, 724, 726, 728, 730, 732, 734, 736, 738, 740, 742, 744, 746, 748, 750, 752, 754, 756, 758, 760, 762, 764, 766, 768, 770, 772, 774, 776, 778, 780, 782, 784, 786, 788, 790, 792, 794, 796, 798, 800, 802, 804, 806, 808, 810, 812, 814, 816, 818, 820, 822, 824, 826, 828, 830, 832, 834, 836, 838, 840, 842, 844, 846, 848, 850, 852, 854, 856, 858, 860, 862, 864, 866, 868, 870, 872, 874, 876, 878, 880, 882, 884, 886, 888, 890, 892, 894, 896, 898, 900, 902, 904, 906, 908, 910, 912, 914, 916, 918, 920, 922, 924, 926, 928, 930, 932, 934, 936, 938, 940, 942, 944, 946, 948, 950, 952, 954, 956, 958, 960, 962, 964, 966, 968, 970, 972, 974, 976, 978, 980, 982, 984, 986, 988, 990, 992, 994, 996, 998, 1000

PROPOSED APARTMENT  
 ON K.L.L. 2687 S.D.  
 AT 105-106 KADOKIA AVE.  
 G-7

In the Supreme Court of Hong Kong

No. 4 Affirmation of Andrew Lee King-Fun (Contd.)



200.00  
 ROOF  
 17 TH FL.  
 16 TH FL.  
 15 TH FL.  
 14 TH FL.  
 13 TH FL.  
 12 TH FL.  
 11 TH FL.  
 10 TH FL.  
 9 TH FL.  
 8 TH FL.  
 7 TH FL.  
 6 TH FL.  
 5 TH FL.  
 4 TH FL.  
 3 RD FL.  
 2 ND FL.  
 1 ST FL.  
 140'-0" WIDE PAVEMENT  
 43.50  
 42.00  
 38.20  
 37.20  
 33.50  
 25.00  
 KADODRIE AVENUE  
 140'-0" WIDE PAVEMENT  
 YARD 48.82  
 POWER REGR.  
 WALKWAY 38.95  
 I.O.S. SECTION  
 TANK FOR FLUSHING  
 MACHINE RM. P.M.  
 TANK FOR F.S.  
 LIFT SHAFT  
 HALL  
 STAIR  
 STORE  
 METER ROOM  
 HALL  
 STAIR  
 LIGHTWELL  
 CARPARK  
 CARPARK  
 YARD 43.00  
 R.C.C. RETAINING WALL  
 EXISTING SLOPE  
 BOUNDARY LINE

SECTION A-A

andrew lee king fun  
R. Arch., P.R.A.S., A.R.I.B.A., Chartered Architect

PROPOSED APARTMENT  
 ON K.L.L. 2657 S.D.  
 S.S.1., S.S.2 & R.P.  
 100 - 155 KADODRIE AVE.

NO. DATE REVISION

1/14

1/18" = 1'-0"

1/8-76

A-7617

G8

In the  
Supreme  
Court of  
Hong Kong

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

GOVERNMENT OF HONG KONG.

Form 9.

BUILDINGS ORDINANCE.

(Chapter 123).

Section 4(1).

BUILDING (ADMINISTRATION) REGULATIONS.

Regulation 29.

Application for approval of plans of building works and/or street works\*  
and

Notice of appointment of authorized person  
(\*architect/engineer/surveyor) as co-ordinator;  
Notice of appointment of registered structural engineer  
as consultant to appointed authorized person.

23rd August, 1976

To the Building Authority,

I/We\* HANG WAH CHONG INVESTMENT CO., LTD.

(Name of applicant in block letters)

in accordance with the provisions of regulation 29 of the Building (Administration) Regulations—

General

(a) apply for your approval of the plans submitted herewith;

(b) certify that the said plans have been prepared by Mr. Lee King Fun

authorized person of 302 Man Yee Building, Hong Kong.

(Address of authorized person)

(c) give you notice that I/we have appointed the said Mr. Lee King Fun

authorized person to be the co-ordinator in respect of these works;

(d) certify that the structural elements have been/will be designed and the details prepared by Mr.

registered structural engineer of

(Address of registered structural engineer)

(e) give you notice that I/we have appointed the said Mr.

as consultant to the appointed authorized person in respect of the above described works.

2. Particulars of the building works and/or street works\*—(To be completed as appropriate).

GENERAL.

(a) Number and name of street and locality 109-135 Kadoorie Avenue, Kowloon.

(b) Lot number with details of any section or subsection of the lot K.I.L.2657, s.D.s.s.1,  
s.s.2, & R.P.

(c) Name and address of the owner Hang Wah Chong Investment Co., Ltd.  
401 Hang Seng Bank Building, 77 Des Voeux Road C., H.K.

(d) Name and address of any duly authorized agent of the owner Lee King Fun  
302 Man Yee Building, Hong Kong.

(e) Number of any licence or permit relating to the proposed building works or site

P.W.D.-B.A. 9(S)

This is the exhibit marked "AKF-2" referred to in the Affidavit/Affirmation of Andrew Lee King-Fun sworn/affirmed before me this 23rd day of June, 1976.  
S. K. Kwok, Notary Public  
Commissioner for Oaths/Notary Public



In the  
Supreme  
Court of  
Hong Kong

(f) The date on which the tenure of the lot will expire in any case in which the unexpired portion of the lease is less than 10 years ~~more than 10 years~~, property sold by Government ..... in November, 1931.....

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

**\*BUILDING WORKS.**

(a) Width of street or streets upon which the building abuts or fronts .....  
..... Kadoorie Avenue - 40'-0" wide.....

(b) The intended use of the building or parts thereof on completion of the building works Block A, B, C -  
P 1 & 2 - Carparks, G/F - Residential apartments, entrance & terrace, 1/F -  
1/F - Residential apartments, Block D - Basements 1 & 2 - Carparks, G/F - entrance  
lobby, transformer room/switchroom & carparks, 1/F - 14/F - Residential apartments.

(c) Details of any conditions of sale, any particular lease covenants affecting the height, design, type or use,  
of the building which may be erected on the lot or permit area Zone 2 coverage at 25%.  
1 carpark per flat. Subject to Airport (Control of Obstruction)  
Ordinance, part of the site restricted for development of building  
not exceeding 200' p.d. & the remaining part for development not  
exceeding 170' p.d. 20' set back for Kadoorie Ave., 15' set back for  
side boundaries. The design & disposition of building subject to  
**\*STREET WORKS.** special approval of the D.P.W. →

(a) Width of street or streets from which access is to be obtained .....


(b) Whether the street works are for construction of an access road or a private street .....

(c) If an access road, state the number of separate buildings or flats (with total floor areas) for which it is  
intended to provide access .....

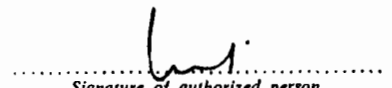
(d) Details of any conditions of sale and any particular lease covenants affecting the street works .....

For and on behalf of

HANU WAH CHONG INVESTMENT CO., LTD.

  
Signature of applicant. DIRECTOR(S)  
23 AUG 1976, 19.....

I confirm that I have been appointed as the authorized person to be the co-ordinator in respect of the above described works.

  
Signature of authorized person.  
23/8/76, 1976

I confirm that I have been appointed as the registered structural engineer to be the consultant to the appointed authorized person in respect of the above described works.

.....  
Signature of registered structural engineer.  
....., 19.....

\* Delete whichever is inapplicable

In the  
Supreme  
Court of  
Hong Kong

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

*K1093/76*

GOVERNMENT OF HONG KONG.

Form 12.

BUILDINGS ORDINANCE.

(Chapter 123).

Section 14.

BUILDING (ADMINISTRATION) REGULATIONS.

Regulation 30(1)(a).

Approval of Plans.

B.O.O. Ref. No. *214299/76*  
To: *Hong Wah Cheng Invest. Co. Ltd.,*  
*c/o Mr. Lee King Fun,*  
*302, Man Yee Bldg,*  
*Hong Kong.*

OFFICE OF THE BUILDING AUTHORITY.  
*26<sup>th</sup> October, 1976.*

The .....  
*Building*  
.....  
plans attached hereto, on which I have signified my approval, are hereby approved.  
(No. and Name of Street) *109-135 Kadcoria Avenue*  
on (Lot No./~~Permit Area No.~~) *K.L.L. 2657a D.S.S. 1, S.S. 2, R.P.*

2. Your attention is drawn to subsection (2) of section 14 of the Buildings Ordinance, which provides that the giving by the Building Authority of his approval to any plans shall not exempt any person from the necessity of obtaining the consent of the Building Authority to the commencement and carrying out of the ..... *building* ..... works shown on such plans. This approval does NOT authorize the commencement or carrying out of any ..... *building* ..... works.

*[Signature]*  
.....  
pro. Building Authority.

F.W.D.-B.A. 12 (Rev.) (S.)

This is the exhibit marked "A/KF-3" referred to in the Affidavit/Affirmation of Andrew Lee King-Fun Sworn/Affirmed before me this *26<sup>th</sup>* day of *June, 1976*.  
*Sol. Kwok San-fu*  
A Commissioner for oaths/Notary Public  
Hong Kong

In the  
Supreme  
Court of  
Hong Kong

Ref. BOO 2/4299/76  
Your Ref. A-7617/2

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

Mr. Lee King Fun,  
302, Man Yee Building,  
62-68, Des Voeux Road C.,  
Hong Kong.

Office of the Building Authority,  
Public Works Department,  
Murray Building, 8th-10th floors,  
Garden Road,  
Hong Kong.  
Tel. No. 5-251111 Ext. 2373

26th Oct., 1976.

Dear Sir,

**109-135, Kadoorie Avenue**  
**K.I.L. 2657 s.D. ss.1, ss.2 & R.P.**

10

I refer to your application dated 25th August, 1976 for approval of proposals.

It is the usual practice in the Buildings Ordinance Office for all submissions to be checked carefully to ensure that contraventions of the Buildings Ordinance and Regulations are not present and that from other aspects where the public interest is involved, the proposals are viable. However, the pressure of work in the Buildings Ordinance Office is such that this usual practice cannot be followed without most serious delay continuing to affect all submissions to the B.O.O. Therefore, while your application has been checked on the basis of certain elementary checks (and on this basis I am satisfied that your proposals may be approved) the full range of usual checking has not been carried out. 20

The curtailment of the usual range of checks emphasizes your duties and responsibilities as Authorized Person and I must stress the importance the Building Authority attaches to the proper assumption of responsibility by Authorized Persons. It is self-evident that any alteration to a building during erection or on completion, costs money and causes delays. Where the Building Authority is of the opinion that an Authorised Person has failed in his duty appropriate action will be taken.

Form 12 indicating approval to your proposals, and one set of plans are enclosed herewith. Will you please draw the contents of this letter to the attention of your client? 30

This approval is given subject to Section 14(2) of Buildings Ordinance.

It is noted that a modification of the lease Conditions is required in order to permit the development you propose and you should therefore advise your client to apply for such a modification before proceeding further.

In the  
Supreme  
Court of  
Hong Kong

RC/wy

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

S.L. 9

Yours faithfully,  
(Sd.) Illegible  
(H. J. Powell)  
pro Building Authority.

This is the exhibit marked  
"ALKF-4" referred to in the  
Affirmation of Andrew Lee King  
Fun.

Affirmed before me this 24th day 10  
of June, 1978.

Sd. Kwok Sau Lin Commissioner  
for oaths.

In the  
Supreme  
Court of  
Hong Kong

COPY

8th December, 1953.

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

Lieu Jee Chen, Esq.,  
c/o Messrs. P. C. Woo & Co.,  
Bank of East Asia Building,  
Hong Kong.

Dear Sir,

**Sites Nos. 16, 17, 18 & 19,  
of K.I.L. 2657.**

In reply to your letters of the 5th and 7th December, we are prepared to 10  
accept your offer, subject to the following modifications:—

Clause 2. Purchase Price: \$14.00 per sq. ft. including slopes and roads.

„ 3. Payment: 20 per cent of purchase price to be paid on signing  
of Agreement for Sale and Purchase, and balance to  
be paid on completion of Assignment.

„ 6. The following clause to be substituted for Clause 6 of your letter:

“Immediately after signing the Agreement for Sale and Purchase,  
the Purchaser shall apply to the Director of Public Works for approval for  
the erection of Apartment Buildings on the four lots of a height levelling 20  
to the roof of the Hillview Apartments (erected on Subsecs. 1 and of Sec.  
A of K.I.L. No. 2657). Should such approval be not granted within one  
month from the date of the signing of the Agreement for Sale and Purchase,  
the Purchaser shall have the option to cancel the purchase, in which case,  
the deposit shall be returned without interest, but less the sum of \$10,000  
which shall be retained by the Vendor as Compensation. Should such  
approval be granted, the Purchaser shall covenant with the Vendor that  
he will erect substantial good buildings of first-class materials on the said  
lots, subject to the approval of the Director of Public Works. The Pur-  
chaser shall also covenant with the Vendor that he will erect buildings 30  
at a distance of not less than ten feet clear from the north boundaries of  
Sites Nos. 20 and 21 of K.I.L. No. 2657.”

Your acceptance of the modified terms must reach us not later than the 9th  
December, 1953, failing which, other arrangements for the disposal of the properties  
will be made.

In the  
Supreme  
Court of  
Hong Kong

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

Yours faithfully,

HONGKONG ENGINEERING & CONSTRUCTION  
COMPANY LIMITED

(Sd.)  
(ERNEST SAHMET)  
Secretary.

(Sd.)  
(J. GRANT)  
Business Manager

This is the exhibit marked "ALKF-5"  
referred to in the Affirmation of  
Andrew Lee King-Fun  
Affirmed before me this 24th day of June 1978.  
Sd. Kwok Sau Lin  
Commissioner for oaths

10

In the  
Supreme  
Court of  
Hong Kong

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

**COPY**

**P. C. WOO & CO.**  
**Solicitors & Notaries.**  
Bank of East Asia Bldg.

Hong Kong. 9th Dec., 1953.

The Hon. T. L. Bowring, O.B.E.,  
Director of Public Works,  
Hong Kong.

Dear Mr. Bowring,

Referring to my conversation with you regarding lots Nos. 16, 17, 18 and 19 10  
of K.I.L. 2657, I confirm that I act on behalf of a prospective purchaser from the  
Hongkong Engineering & Construction Co., Ltd., the owners of the said Lots.

My client desires to purchase these Lots for the purpose of erecting Apartment  
Buildings of a height levelling to the roof of the Hillview Apartments (erected on  
Subsecs. 1 and 2 of Sec. A of K.I.L. 2657).

The said Lots are on the same level as the said Hillview Apartments but there  
is a clause in the Conditions of Sale of the said K.I.L. 2657 which says "The design  
of the exterior elevations plans height and disposition of any buildings to be erected  
on the lot shall be subject to the special approval of the Director of Public Works  
and no building shall be erected on the Lot save in accordance with such approval." 20

Before my client purchases the said Lots he desires to know whether your  
Department have any objection to the proposed height of the buildings to be erected  
on the said Lots.

So far as I remember, when application was made by the Hillview Apartments  
Ltd. to you for the erection of their buildings, the Hongkong Engineering & Con-  
struction Co., Ltd. then raised objection. On the other hand with regard to these  
Lots they have no objection as you will see from Clause 6 of the enclosed copy letter  
from them to my client.

The Company have extended the acceptance of my client's offer to to-morrow 30  
and I shall be much obliged if you will kindly let me know the views of your Depart-  
ment on the matter.

Thanking you,

Yours sincerely,  
(Sd.) P. C. Woo.

Encl.

This is the exhibit marked "ALKF-5"

In the  
Supreme  
Court of  
Hong Kong  
No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

referred to in the Affirmation of  
Andrew Lee King-Fun  
Affirmed before me this 24th day  
of June, 1978  
Sd. Kwok Sau Lin  
Commissioner for oaths



In the BC/KIL 2657.  
Supreme Court of  
Hong Kong Gentlemen,

31st Dec., 1953.

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

**K.I.L. 2657.**

In reply to your letter of the 9th December, 1953, I am instructed to inform you that the Director of Public Works is prepared to approve the erection of buildings on sites nos. 16, 17, 18 and 19 of the above lot with roofs at a level not higher than the roof level of Hillview Apartments.

It is noted that the present owners have no objection to buildings of this height. 10

Yours faithfully,  
(Sd) Illegible  
pro Building Authority.

Messrs. P. C. Woo & Co.,  
Bank of East Asia Building,  
(First Floor),  
Hong Kong.  
c.c. S.C.L. & S.  
JHB: LB

This is the exhibit marked "ALKF-5" 20  
referred to in the Affirmation  
of Andrew Lee King-Fun  
Affirmed before me this 24th day  
of June, 1978  
Sd. Kwok Sau Lin  
Commissioner for oaths

In the  
Supreme  
Court of  
Hong Kong

**BUILDING AUTHORITY'S OFFICE.**

Hong Kong, 26th May, 1954.

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

Plan No. 2/4194/54  
Modification No. 30/54.

**Fourteen Apartment Houses at  
Kadoorie Avenue on  
Kowloon Inland Lot No. 2657 Section D.**

Sirs,

I beg to inform you that under the powers vested in me by Section 150 of the Buildings Ordinance, (Chapter 123 of the Revised Edition, 1950), I herewith 10  
grant the following Modification of Sections 77 & 78 of this Ordinance, viz:—

To permit the buildings to be erected to the height shown on the submitted plans.

in accordance with the notice and plans deposited in this Office.

The above Modification is granted subject to the following conditions:—

I am, Sir,  
Your obedient servant,  
(Sd.) ILLEGIBLE  
Building Authority

To Messrs. Sun Hsing Co., Ltd., Mr. Lieu Jee Kong,  
Mr. Lieu Jee Chen, Mr. Frank Wen-King Tsao &  
Mr. K. N. Godfrey Yeh,  
c/o Messrs. T. C. Yuen & Co.,  
4A, Des Voeux Road Central, 2nd. floor,  
Hong Kong.

20

In the  
Supreme  
Court of  
Hong Kong

**COPY**  
**BUILDING AUTHORITY'S OFFICE.**

Hong Kong, 3rd June, 1954.

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

No. 1049 K

Ref. No. 2/4194/54.

Notice has been duly received from Messrs. Lieu Jee Kong & others, of intention to erect apartment buildings at Kadoorie Avenue on K.I.L. 2657 S.D. in accordance with the plans date 29-3-54 deposited in this office by Mr. T. C. Yuen. 19-5-54

The work is to be carried out in accordance with the terms of the Buildings Ordinance (Chapter 123 of the Revised Edition, 1950). 10

I approve of the plan accompanying the said notice as being in conformity with the Buildings Ordinance (Chapter 123 of the Revised Edition, 1950). This approval is given in respect only of the requirements of Section 128 of the Buildings Ordinance and before proceeding with the proposed development the applicant should satisfy himself that it does not in any manner contravene any other Ordinance or Regulation or the provisions of the Crown Lease of the property.

Modification No. 30/54 of  
Sections 77 & 78.

(Signed) J. H. Bottomley. 20  
pro Building Authority,

N.B. — This paper should be handed to the person in charge of the work.

In the  
Supreme  
Court of  
Hong Kong

Occupation Permit

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

**Domestic Permit**  
**COPY**  
**BUILDING AUTHORITY'S OFFICE.**

Hong Kong 23rd Sept., 1955

**Permit No. 443**  
**B.O.O. Ref. No. 2/4194/54**

Mr. T. C. Yuen Authorised Architect has certified on 15-9-55 in the form contained in schedule A that this new building being one apartment building at Nos. 109-135 Kadoorie Avenue in K.I.L. 2657 Sec. D complies in all respects with the provisions of the Building Ordinance (Chapter 123 of the Revised Edition, 1950) and that it is structurally safe. Permission is hereby granted to occupy and use the building for domestic purposes. 10

(Signed) J. H. Bottomley  
pro Building Authority.

To Messrs. Sun Hsing Co., Ltd. & Others.  
c/o Mr. T. C. Yuen.  
c.c. S.C.L. & S.  
Commissioner of Rating & Valuation Office

In the Ref. No. BOO 2/4037/70  
Supreme Court of  
Hong Kong Your Ref. K 860

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

Kowloon, 13th April, 1970

Messrs. T. C. Yuen & Co.,  
Chinese Club Building,  
21-22 Connaught Road, Central,  
3rd Floor,  
Hong Kong.

Dear Sirs,

**GRAND COURT — 109-135**  
**Kadoorie Avenue, s.D of K.I.L. 2657**

10

Further to your enquiry dated 19th January and my subsequent interim reply dated 19th February, I am now able to advise you that the maximum height permissible for the proposed tower blocks will be that permitted under the Airport (Control and Obstruction) Ordinance, i.e. 200 ft. or 170 ft. P.D., depending upon what part of the site the towers are constructed.

Yours faithfully,

(G. L. Lowman)  
pro. Building Authority.

GLL/bt

20

In the  
Supreme  
Court of  
Hong Kong

Ref.: L.C. 12/316/52

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

THE LAND OFFICE  
REGISTRAR GENERAL'S DEPARTMENT  
CENTRAL GOVERNMENT OFFICES  
(WEST WING) 11TH FLOOR  
HONG KONG

8th December, 1972.

**LAND OFFICE CIRCULAR MEMORANDUM NO. 39**

**Modification Premiums**

As you are no doubt aware, under a policy introduced in the immediate post-war period, and still in force, the premium exacted by Government for a modification of a Crown lease of a pre-war lot (which for this purpose means a lot sold or granted before 25th December, 1941) is 50% of the amount by which the value of the lot is increased as a result of the modification. 10

This policy was originally introduced in order to encourage development or redevelopment of lots. Having reviewed the policy recently, the Governor in Council has decided that there is no longer justification for the policy, and has ordered that the premium for modifications relating to pre-war lots should, as in other cases, be the whole amount by which the value of the lot is increased as a result of the modification. Since, however, there may be land transactions currently taking place on the basis that the 50% concession policy will apply, the Governor in Council has ordered that the revised policy will not apply where a request for modification is made before 1st July, 1973. 20

W. Hume (signed)  
Registrar General  
(Land Officer)

To: All Solicitors

In the  
Supreme  
Court of  
Hong Kong

Ref: AGENCY — c/byc

12th April, 1973.

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

T. C. Yuen, Esq.,  
Sun Hsing Co. Ltd.,  
Chinese Club Building, 3rd floor,  
21/22 Connaught Road C.,  
HONG KONG.

Dear Sir,

**Re: Modification Premiums**

Attached is a copy of Land Office Circular Memorandum No. 39 dated 8th 10  
December, 1972 relating to modification premiums which restates the present  
Government policy of charging only 50% of the amount by which the value of a  
pre-war lot situated in the urban areas is increased as a result of a modification.

The Land Office Circular goes on to state that this 50% concession will no  
longer apply to applications requesting a modification which are submitted after 30th  
June, 1973.

If, therefore, you or your Principal(s) are considering redevelopment of a lot  
sold or granted before 25th December, 1941 you are advised to submit particulars  
of the redevelopment proposed together with a request for modification to the Director  
of Lands & Survey before 1st July, 1973. 20

In the case of multi-owned buildings, the consent of all Owners would be  
required before an application is submitted.

Yours faithfully,  
for THE HONGKONG LAND COMPANY LTD.

N. Cooke  
Agency Manager

Encl.

In the  
Supreme  
Court of  
Hong Kong

67387/W/c.

20th June, 1973.

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

Crown Land & Survey Office,  
Modification Section,  
Hong Kong.

Dear Sirs,

**Re: Grand Court — Subsection 1 of Sec. D  
of K.I.L. No. 2657, Subsection 2 of  
Sec. D of K.I.L. No. 2657 and R.P.  
of Sec. D of K.I.L. No. 2657.**

10

The above building now comprises a single block of building six storeys high, with a total of eighty-six flats. The owner of the above property now intends to redevelop the above lot by the building of three blocks of flats, each block consisting of 12 storeys with three flats for each storey.

From the conditions of sale of Kowloon Inland Lot No. 2657 it would appear that no modification premium will be payable in the event of redevelopment of the above lot. However, for the avoidance of doubt and in view of the "Land Office Circular Memorandum No. 39", we are instructed by Hang Wah Chong Investment Co. Ltd. to request you to confirm if our understanding is correct.

If, on the other hand, you are of the view that modification of the conditions of Sale is required, please treat this letter and the enclosed plan as an application of our clients for the purpose of the said circular memorandum. 20

Yours faithfully,  
C. Y. Kwan & Co.

Encl.



In the  
Supreme  
Court of  
Hong Kong

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

L.S.O. 720/KLT/64 (9)

Your Ref.: 67387/W/c.

CROWN LANDS & SURVEY OFFICE  
PUBLIC WORKS DEPARTMENT  
HONG KONG

23rd August, 1973

Messrs. C. Y. Kwan & Co.,  
Solicitors & Notaries Public,  
Room 736, 7th floor,  
Alexandra House,  
4-8, Ice House Street,  
Hong Kong.

10

Dear Sirs,

**K.I.L. 2657 S.D. ss.1, ss.2 & R.P.  
109/135 Kadoorie Avenue, Grand Court.**

I refer to your letter dated 27th June, 1973 together with enclosures and have to advise you that I am prepared to recommend a modification, by way of contemporaneous exchange, of the Conditions of Sale governing the above sections subject to the acceptance of the following provisional basic terms:—

- (i) Private residential use only.
- (ii) Zone II coverage for a Class A site subject to large site sliding scale adjustment. Plot ratio to be determined when survey of site has been carried out and precise area is known. 20
- (iii) No part of any building to exceed 170' C.P.D.
- (iv) Car parking to be provided within the lot, excluding the set back area at the rate of 1½ spaces per flat.
- (v) 20' set back to Kadoorie Avenue, 15' set back from other lot boundaries.
- (vi) Vehicular ingress/egress to be to the satisfaction of P.G.H.E.
- (vii) No trees on the lot or adjacent thereto to be interfered with or removed without the prior written consent of the D.P.W.
- (viii) Payment of a premium. 30

Would you please advise me if the above terms are acceptable to your clients. Should no acceptance be received within 2 months of the date of this letter, the terms quoted will be automatically withdrawn without further reference to you.

On receipt of your confirmation that your clients wish to proceed, I shall

In the  
Supreme  
Court of  
Hong Kong

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

arrange for the assessment of the premium and shall advise you of this in due course. I must point out, however, that I am not in a position to commit Government in this matter at the present stage and this letter should not be construed that a modification will be granted. I would also point out that the provisional basic terms and premium may be withdrawn or varied at any stage prior to the execution of the formal modification document.

In the event of any dealing with the lot prior to the execution of the formal modification document, the terms quoted above may be withdrawn and any assignee wishing to complete a modification would have to submit a fresh application. In such a case, no undertaking can be given that the terms quoted above will be re-offered. 10

Yours faithfully,

(R. A. Nissim)  
for Director of Lands & Survey

RAN/pt

In the  
Supreme  
Court of  
Hong Kong

**LETTER FROM TONY PETTY & ASSOCIATES**

19th October 1973

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

Our ref: DSF/vc/222  
Your ref: 67387/W/c.

Crown Lands & Survey Office,  
Public Works Department,  
Murray Building,  
Garden Road,  
Hong Kong.

**Attention: Mr. R. A. Nissim**

10

Dear Sir,

**K.I.L. 2657 S.D. ss.1, ss.2 & R.P.  
109/135 Kadoorie Avenue, Grand Court**

We refer to your letter dated the 23rd of August 1973 addressed to Messrs. C. Y. Kwan and Company and would advise you that we have now been instructed to act in this matter by the registered owners.

We confirm our conversation with Mr. Nissim today that it is our intention to take up the question of terms (iii) and (viii) of your letter and we should be obliged if the terms in the first instance could remain open for a further month.

Yours faithfully,  
D. S. Fleming, F.R.I.C.S.

20

In the  
Supreme  
Court of  
Hong Kong

**LETTER FROM TONY PETTY & ASSOCIATES**

24th October 1973

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

Our ref: DSF/vc/222

Mr. Stephen Tse-Tung Ho,  
1004 Hang Seng Bank Bldg.,  
77 Des Voeux Road, Central,  
Hong Kong.

Dear Sir,

**Grand Court, 109-135 Kadoorie Avenue**

We thank you for your memorandum dated the 23rd of October enclosing a copy of C. Y. Kwan's letter to the Crown Lands & Survey Office dated the 20th of June. 10

I enclose herewith a copy of my letter dated the 19th of October to the Crown Lands & Survey Office and now have the following comments to make on the proposals.

From my preliminary discussion with Mr. Nissim it would appear that there is quite a possibility of development on the lot being permitted to the respective maximum heights allowed under the Airport Control Obstructions Ordinance which will permit you to build either two buildings or a stepped building to a height of +170 and + 200 ft. above Colony Principal Datum.

As to the question of the premium for the proposed modification, it is understood that this is to be calculated on the difference between the value of the land restricted to the volume of the existing building as against the value of the land permitted to be developed to the maximum. The resulting premium to be at half rate as the application was made prior to the 1st of July 1973. 20

We understand that the height restriction on Grand Court is contained in a letter signed by the then Director of Public Works in 1953 giving permission to a block of flats provided these do not exceed the height of Hillview Apartments situated on the opposite side of the road. We can find nothing registered against the title of Hillview Apartments in the way of any modification and consequently, we are not at this stage able to say how this building was permitted although we would assume that a similar letter was written giving permission for a block of flats but whether any height limit is mentioned we are unaware at the moment. 30

It would appear that the permission for the original block of flats on Grand Court was given under Special Condition 6 of the Conditions of Sale which permits such other buildings of European Type as the Director of Public Works may approve and in view of the letter from the Crown Lands dated the 23rd of August 1973 it appears that the D.P.W. is still prepared to permit a block of flats on this site but in this instance to the maximum height permitted. We are not aware of any case in the past where a modification premium has been charged where the only restriction in the Conditions refers to the design, disposition and height of the buildings and 40

In the  
Supreme  
Court of  
Hong Kong

we do not feel that the original 1953 letter can be upheld in law although we would like to make further investigations on this point.

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

In the circumstances and with your approval, we propose taking up the matter of the height and the premium with the Crown Lands Office on the lines of the above and indicate to them that our mutual Clients would be prepared to accept a contemporaneous exchange on the terms offered subject to the height of any building being permitted to the maximum i.e. + 170 and + 200 ft. above Colony Principal Datum and that any premium to be charged would be in the way of a nominal administration fee and we should be obliged if you would telephone the writer to confirm this course of action.

10

Yours faithfully,  
D. S. Fleming, F.R.I.C.S.

Encl.

In the  
Supreme  
Court of  
Hong Kong

**LETTER FROM TONY PETTY & ASSOCIATES**

30th October, 1973

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

Our ref: DSF/vc/222  
Your ref: 720/KLT/64 (12)

The Director,  
Crown Lands & Survey Office,  
Public Works Department,  
Murray Building,  
Garden Road,  
Hong Kong.

10

Dear Sir,

**K.I.L. 2657 S.D. ss. 1, ss. 2 & R.P.  
109/135 Kadoorie Avenue, Grand Court**

We refer to your letter dated the 23rd of August 1973 as amended by your letter dated the 26th of October.

Following the writer's meeting with Mr. Nissim when the boundary line between the height limits of + 170 P.D. and + 200 P.D. as imposed by the Airport (Control of Obstructions) Ordinance was found to come approximately midway through the site, we would appreciate your confirmation that development of this lot may proceed to the heights mentioned rather than to the lower height of + 170 as contained in Condition 3 of your letter of the 23rd of August.

20

We would now wish to take up the question of Condition 8 of your letter of the 23rd of August wherein you stated that a premium will be charged for the modification offered. It is our contention that in fact no modification is required in this instance although our Clients are quite prepared to enter into a contemporaneous exchange on the basic terms 1 to 7 of your letter as amended by the above comments regarding the height limit; subject to the payment of a premium which would be charged in the way of a nominal administration fee.

In our opinion, the existing building has been permitted under Special Condition 6 which gives the Director of Public Works discretion to approve other buildings of European Type. There are of course many examples of buildings of European Type in the Colony which have been permitted by the Crown and which can comprise anything from shops and offices to residential accommodation, many of them multi-storey in nature and consequently, we feel that the decision to permit a block of flats on this site, granted without premium in the past, still runs good now.

30

We can find no height restriction affecting this lot other than the standard clause requiring the design of the exterior elevations, plans height and disposition of any buildings to be subject to the approval of the Director of Public Works and to the writer's knowledge there has been no premium payable in the past where multi-

40

In the  
Supreme  
Court of  
Hong Kong

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

storey buildings had been permitted under this clause.

Furthermore, there appears to be no height restriction registered against this lot nor against Hillview Apartments opposite and it would appear that the consent to erect blocks of flats on these two lots has been given under Special Condition 6 free of premium. We are also aware that permission has been given up until quite recently for blocks of flats to be erected within the Kadoorie Estate especially in Braga Circuit and consequently, this would appear to come under the provision of Special Condition 6 and consequently we fail to see why a premium is chargeable in this instance.

We should be pleased to hear that you are willing to reconsider the terms of the modification offered and that a contemporaneous exchange will be offered subject only to the payment of an administration fee and to the height limit being amended as above but, otherwise in accordance with your letter of the 23rd of August. 10

Yours faithfully,  
D. S. Fleming, F.R.I.C.S.

In the  
Supreme  
Court of  
Hong Kong

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

L.S.O. 720/KLT/64 (20)

Your Ref.: DSF/vc/222

CROWN LANDS & SURVEY OFFICE  
PUBLIC WORKS DEPARTMENT  
HONG KONG

2nd January, 1974

Tony Petty & Associates,  
Auction, Survey & Estate Offices,  
Rooms 1001/2, Queen's Building,  
74, Queen's Road, Central,  
Hong Kong.

10

Dear Sirs,

**K.I.L. 2657 s.D ss.1, ss.2 & R.P.  
109/135 Kadoorie Avenue, Grand Court.**

I refer to the second paragraph of your letter of 30th October, 1973, and confirm that development of the above sections may proceed to the maximum limits as imposed by the Airport (Control of Obstructions) Ordinance in so far as they affect this particular site, subject to the acceptance of all the basic terms outlined in my letter of 23rd August, 1973 addressed to Messrs. C. Y. Kwan & Co.

Consideration has been given to the points you have raised concerning the question of payment of a premium. However, I do not accept your contention that no modification is required to permit the proposed redevelopment. The building at present on the above site conforms with the approval that was given in 1953 and as such it may be construed that a modification had been granted but only to the extent of the existing development. 20

Therefore the proposed redevelopment will require a modification at a premium which will be calculated on the basis of the difference between the gross domestic floor area which will be premitted under the modification and that now existing on the lot.

On receipt of your confirmation that your clients wish to proceed on this basis, I shall prepare the assessment of the modification premium. Should no acceptance be received within one month of the date of this letter, the terms will be automatically withdrawn without further reference to you. 30

I would draw your attention to paragraphs 3 and 4 of my letter of 23rd August, 1973 referred to above which still apply.

Yours faithfully,  
(J. Hughes)  
for Director of Lands & Survey

RAN/JH/pt



In the  
Supreme  
Court of  
Hong Kong

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

CROWN LANDS & SURVEY OFFICE  
PUBLIC WORKS DEPARTMENT  
HONG KONG

L.S.O. 720/KLT/64 (22)

1st February, 1974

Your Ref.: DSF/vc/222

Tony Petty & Associates,  
Auction, Survey & Estate Offices,  
Rms. 1001/2, Queen's Bldg.,  
74, Queen's Road, Central,  
Hong Kong.

10

Dear Sirs,

**K.I.L. 2657 s. D ss. 1, ss. 2 & R.P.  
109-135 Kadoorie Avenue, Grand Court.**

I refer to your letter dated 21st January, 1974 addressed to the Director of Lands & Survey.

In all the circumstances I am prepared to recommend an extension of time till the 28th February, 1974 for your clients to decide whether or not they wish to proceed with this matter.

Yours faithfully,  
(R. A. Nissim)  
for Chief Estate Surveyor (P.M. & M.)

20

RAN/pt

In the L.S.O. 720/KLT/64 (28)  
Supreme Court of  
Hong Kong Your Ref.: DSF/vc/222

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

30th April, 1974

Messrs. Tony Petty & Associates,  
Auction, Survey & Estate Offices,  
Rooms 1001/2, Queen's Building,  
74, Queen's Road Central,  
Hong Kong.

Dear Sirs,

**K.I.L. 2657 s.D ss.1, ss.2 & R.P.  
109-135, Kadoorie Avenue, Grand Court.**

10

I refer to your letters dated 6th March and 9th April, 1974 and have to advise you that I am prepared to recommend a premium of \$3,216,000 for the modification of the Crown lease governing the above section.

Kindly advise if the above is acceptable. Should no acceptance be received within two months of from the date of this letter, then all terms will be automatically withdrawn without further reference to you.

I would draw your attention to the last two paragraphs of my letter dated 23rd August, 1973 which still apply.

Yours faithfully,  
(G. H. Moffoot)  
for Chief Estate Surveyor (Property  
Management/Modification Division)

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GHM/pt

In the  
Supreme  
Court of  
Hong Kong

Your Ref.: DSF/vc/222

3rd May, 1974

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

Messrs. Tony Petty & Associates,  
Auction, Survey & Estate Offices,  
Rooms 1001/2, Queen's Building,  
74, Queen's Road Central,  
Hong Kong.

Dear Sirs,

**K.I.L. 2657 s.D ss.1, ss.2 & R.P.  
109-135, Kadoorie Avenue, Grand Court.**

10

I refer to my letters dated 23rd August, 1973 and 30th April, 1974 informing you of the terms and premium I am prepared to recommend for the modification of the Crown lease governing the above lot.

I wish to advise that a site survey has been carried out and the area of the section has been determined to be 58,170 sq. ft. Term (ii) of my letter dated 30th August, 1973 should therefore be amended as follows:—

“Maximum site coverage of 22% subject to a maximum gross floor area of 191,961 sq. ft.”

In addition, term (iii) should be amended as follows:—

“No building to exceed the maximum height permitted under the Airport (Control of Obstruction) Ordinance.” 20

I look forward to hearing that the modification terms and premium are acceptable to your clients.

I would draw your attention to the last two paragraphs of my letter dated 23rd August, 1973 which still apply.

Yours faithfully,  
(G. H. Moffoot)  
for Chief Estate Surveyor (Property  
Management/Modification Division)

GHM/pt

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In the  
Supreme  
Court of  
Hong Kong

3rd May 1974

Our ref.: DSF/vc/222

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

Mr. Stephen Tse-Tung Ho,  
1004 Hang Seng Bank Building,  
77 Des Voeux Road, Central,  
Hong Kong.

Dear Sir,

**K.I.L. 2657 s.D ss.1, ss.2 & R.P.  
109-135 Kadoorie Avenue, Grand Court**

We enclose herewith a copy of a letter we have received from the Crown Lands Office indicating that they are prepared to modify the above property to permit maximum development on payment of a premium of \$3,216,000. The Crown have omitted to advise the gross floor area that they will permit on this site and the Crown Lands Office have been requested to let us have this figure as soon as possible which we will forward to you on its receipt. 10

After we obtained this further information if you would be good enough to telephone the writer we can then consider the amount of premium being quoted.

Yours faithfully,  
D. S. Fleming, F.R.I.C.S.

Encl.

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In the  
Supreme  
Court of  
Hong Kong

14th May, 1974

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

Our ref: DSF/vc/222

Mr. Stephen Tse-Tung Ho,  
1004 Hang Seng Bank Building,  
77 Des Voeux Road, Central,  
Hong Kong.

Dear Sir,

**K.I.L. 2657 S.D. ss.1, ss.2 & R R.P.  
109-135 Kadoorie Avenue, Grand Court**

We thank you for your letter dated the 13th May 1974 enclosing sketch plans 10  
in respect of the redevelopment of the above property.

We have been in touch verbally with the Crown Lands & Survey Office and  
we are hopeful that they will agree to the additional plot ratio amounting to 194,390  
sq. ft. but keeping the premium quoted at the same figure.

As soon as we have any definite reply from them we will be in communication  
with you.

Yours faithfully,

D. S. Fleming, F.R.I.C.S.

In the  
Supreme  
Court of  
Hong Kong

Our ref: DSF/jvs/222

29th May, 1974

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

Mr. Stephen Tze-Tung Ho,  
1004 Hang Seng Bank Bldg.,  
77 Des Voeux Road, Central,  
Hong Kong.

Dear Sir,

**K.I.L. 2657 S.D., s.s.1, s.s.2 & R.P.  
109-135 Kadoorie Avenue, Kowloon**

We refer to your letter dated 24th May 1974 and note the comments from your Client. Despite the fact the Crown appear to be using different figures for the flat sale prices in their calculations, they have in our opinion assessed a premium which we consider to be reasonable. However, we feel that we should go into the figures in more detail with the Crown and we will keep you advised of progress and ensure that any negotiations do not prejudice the existing terms. 10

Yours faithfully,

D. S. Fleming, F.R.I.C.S.

In the  
Supreme  
Court of  
Hong Kong

Our ref.: DSF/jvs/222

4th July, 1974

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

Mr. Stephen Tse-Tung Ho,  
1004 Hang Seng Bank Bldg.,  
77 Des Voeux Road, Central,  
Hong Kong.

Dear Sir,

**K.I.L. 2657 S.D. s.s.1, s.s.2 & R.P.  
109-135 Kadoorie Avenue, Kowloon**

Further to our letter dated 29th May 1974 and our recent telephone conversation, we enclose herewith a letter received from the Crown Lands and Survey Office dated 29th June 1974. 10

Perhaps you would be good enough to telephone the writer in view of the date for acceptance of these terms.

Yours faithfully,

D. S. Fleming, F.R.I.C.S.

Encl.

In the  
Supreme  
Court of  
Hong Kong

L.S.O. 720/KLT/64  
Your Ref.: DSF/vc/222

29th June 1974

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

Messrs. Tony Petty & Associates,  
Room 1608 Korea Centre Building,  
119/121 Connaught Road Central,  
Hong Kong.

Dear Sirs,

**K.I.L. 2657 S.D. s.s.1, ss.2 & R.P.**  
**109-135 Kadoorie Avenue, Grand Court**

10

I refer to your letters dated 14th May and 29th May 1974.

The matter has been given careful consideration and I am now prepared to recommend that term (ii) as amended in my letter dated 3rd May 1974, be further amended as follows:—

“Maximum site coverage of 22% subject to a maximum gross floor area of 194,390 sq. ft.”

It is pointed out, however, that plans still have to be submitted for approval of the Building Authority in the normal way and no guarantee is given that the maximum gross square footage stated can be achieved under the Building Ordinance.

Your comments regarding the assessment of the modification premium have been noted but I regret that I am not prepared to recommend any reduction from the figure quoted to you in my letter of 30th April 1974. 20

I am prepared to extend the period for acceptance of the premium to 28 days from the date of this letter. Should no acceptance be received within this time then all terms will be automatically withdrawn without further reference to you.

I would draw your attention to the last two paragraphs of my letter dated 23rd August 1973 which still apply.

Yours faithfully,

(G. H. Moffoot)  
for Chief Estate Surveyor  
(Property Management/Modification Division) 30

GHM/jl



In the  
Supreme  
Court of  
Hong Kong

Your Ref: L.S.O. 720/KLT/64 (29)

26th July, 1974

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

Chief Estate Surveyor,  
Modification Division  
Crown Land & Survey Office,  
Kowloon Government Offices,  
9th Floor,  
405 Nathan Road,  
Kowloon.

Dear Sirs,

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**K.I.L. 2657 S.D. ss.1, ss.2 & R.P.  
109-135 Kadoorie Avenue, Grand Court**

I refer to the previous correspondence between your office and Messrs. Tony Petty & Associates regarding modification of the lease conditions for the above lots. I am instructed by the owners of the above lots to accept the terms and conditions set out in your letters of 23rd August, 1973 and 29th June, 1974. I must point out however that the premium of \$3,216,000 is too high to be realistic and the undersigned had achieved a lower figure based on the sales price of \$280 per square foot of floor area for both the existing building and the one with modified lease conditions.

I attached herewith calculation sheets to support my claim and should you 20  
feel like to discuss the matter of premium, I would most welcome the opportunity.

Yours faithfully,

Stephen T. T. Ho

In the  
Supreme  
Court of  
Hong Kong  
No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

Mr. Q. W. Lee,  
Hang Seng Bank Ltd.,  
Hong Kong.

Dear Q. W.,

29th July, 1974.

PERSONAL

**K.I.L. 2657 s.D ss.1, ss.2 & R.P.  
109-135 Kadoorie Avenue, Grand Court**

Thank you for your letter dated the 26th July. I note that in the letter dated the 26th July from your Architect that the full terms and conditions of modification as offered and including the premium of \$3,216,000 have been accepted. Nevertheless, I have arranged that no demand note will be issued in this sum for the time being pending a reconsideration of the premium. This is now being undertaken and I will write to you again as soon as a decision has been reached. 10

Yours sincerely,

(D. Wilkinson)

DW/lai

In the  
Supreme  
Court of  
Hong Kong

L.S.O. 720/KLT/64

28 October, 1974.

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

Mr. Stephen Tze-Tung Ho  
Authorized Architect,  
1004 Hang Seng Bank Bldg.,  
77 Des Voeux Road C.,  
Hong Kong.

Dear Sir,

**K.I.L. 2657 S.D. ss.1, ss.2 & R.P.  
109-135 Kadoorie Avenue, Grand Court**

10

I refer to your letter dated 26th July 1974 the contents of which have been carefully considered.

I have to advise you that, after further consideration, I am now prepared to recommend a premium of \$3,077,000 for the modification of the Crown Lease governing the above section on the basic terms previously quoted.

Kindly advise if the above is acceptable to your clients. Should no acceptance be received within one month of the date of this letter, all terms for modification will be automatically withdrawn without further reference to you.

I would draw your attention to the last two paragraphs of my letter to Messrs. C. Y. Kwan & Co. dated 23rd August 1973 which still apply.

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Yours faithfully,

(G. H. Moffoot)  
for Chief Estate Surveyor  
(Property Management/Modification Division)

In the  
Supreme  
Court of  
Hong Kong

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

Mr. Stephen Tze-Tung Ho  
Authorized Architect,  
1004 Hang Seng Bank Bldg.,  
77 Des Voeux Road C.,  
Hong Kong.

10 December, 1974.

Dear Sir,

**K.I.L. 2657 S.D. ss.1, ss.2 & R.P.  
109-135 Kadoorie Avenue, Grand Court**

I refer to my letter dated 28th October, 1974.

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The period for acceptance of the modification premium quoted to you in the above referred to letter has now expired and accordingly all terms for a modification are hereby withdrawn.

Yours faithfully,

(G. H. Moffoot)  
for Chief Estate Surveyor  
(Property Management & Modification)

GHM/mp

In the  
Supreme  
Court of  
Hong Kong

L.S.O. 720/KLT/64

15 January, 1975

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

Mr. Stephen Tze-Tung Ho,  
Authorized Architect,  
1004 Hang Seng Bank Building,  
77 Des Voeux Road C.,  
Hong Kong.

Dear Sir,

**K.I.L. 2657 S.D. ss.1, ss.2 & R.P.  
109-135 Kadoorie Avenue, Grand Court**

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Further to my letter dated 10th December 1974 I wish to make it clear that the benefit of the half rate premium concession has now been lost and in the event of a fresh application for a modification being made, the premium will be assessed at full rate.

Yours faithfully,

(G. H. Moffoot)  
for Chief Estate Surveyor/  
Property Management & Modification

GHM/ah

In the  
Supreme  
Court of  
Hong Kong

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

**URGENT  
BY HAND**

The Director of Lands & Survey,  
Crown Lands & Survey Office,  
Public Works Department,  
Hong Kong.

Dear Sir,

**Re: 109/135 Kadoorie Avenue, Grand Court**

We act for Sun Hsing Company Limited, the registered owner of the above property and are instructed by our client to send you herewith draft building plans prepared by Mr. Lee King Fun for the redevelopment of the captioned property and should be grateful if you would express your opinion on the proposed lay-out building plans.

Yours faithfully,  
Deacons

L.S.O. 720/KLT/64  
OKTL:S:MY  
76/17895

8th July, 1976

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In the  
Supreme  
Court of  
Hong Kong

Your Ref.: OKTL:S:MY  
76/17895

494

13 August, 1976.

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

Messrs. Deacons,  
P.O. Box K-2541,  
Kowloon.

Dear Sirs,

**109/135 Kadoorie Avenue, Grand Court**

Thank you for your letter dated 8th July, 1976.

The matter is under consideration. I shall communicate with you again as soon as I am in a position to do so. 10

Yours faithfully,  
(LAU Yeuk-wai)  
for Chief Estate Surveyor  
Property Management & Modification

LYW: ef

In the  
Supreme  
Court of  
Hong Kong

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

The Chief Estate Surveyor,  
Property Management & Modification,  
Crown Lands & Survey Office,  
Kowloon Government Offices, 9th Floor,  
405 Nathan Road,  
Kowloon.

720/MLT/64  
OKTL:S:MY 76/17895  
20th August, 1976.

Dear Sir,

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**Re: 109/135 Kadoorie Avenue, Grand Court**

We refer to your letter of the 13th August 1976 and should be obliged to receive your opinion on the proposed lay-out building plans.

Yours faithfully,  
Deacons



In the 720/KLT/64  
Supreme Your Ref.: OKTL:S:MY 76/17895  
Court of  
Hong Kong

494

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

23 Aug., 1976.

Messrs. Deacons,  
P.O. Box 2541  
Kowloon.

Dear Sir,

**K.I.L. 2657 S.D. ss.1, ss.2 & R.P.  
109-135 Kadoorie Avenue, Grand Court**

Your Letter dated 8.7.76 refers.

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2. A recent search in the Land Office revealed that the above sections are now vested in Hang Wah Chong Investment Co., Ltd., not Sun Hsing Co., Ltd. as indicated on your said letter.

3. On receipt of your confirmation that you now act for the new owners, I shall then process your application further.

Yours faithfully,  
(LAU Yeuk-wai)  
for Chief Estate Surveyor  
Property Management & Modification

LYW/kmh

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In the  
Supreme  
Court of  
Hong Kong

L.S.O. 720/KLT/64  
OKTL:S:MY 76/17895  
7th September, 1976

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

The Chief Estate Surveyor,  
Property Management & Modification,  
Crown Lands & Survey Office,  
Kowloon Government Offices, 9th Floor,  
405 Nathan Road,  
Kowloon.

Dear Sir,

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**Re: K.I.L. 2657 S.D. Ss.1, Ss.2 & R.P.  
109-135 Kadoorie Avenue, Grand Court**

We thank you for your letter of the 23rd August 1976 and wish to confirm that we act for Hang Wah Chong Investment Co. Ltd. in our application to you dated the 8th July 1976. It was only a mistake to state that we act for Sun Hsing Co. Ltd., the then owner of the said properties.

Thank you for your pointing out to us this mistake and should be obliged to receive your early reply hereon.

Yours faithfully,  
Deacons

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In the  
Supreme  
Court of  
Hong Kong

Our Ref.: OKTL:S:MY 76/17895

494  
20 September 1976

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

Messrs. Deacons,  
P.O. Box K-2541,  
1418, Tung Ying Building,  
Nathan Road,  
Kowloon.

Dear Sirs,

**K.I.L. 2657 s. D ss.1, ss.2 & R.P.**  
**109-135 Kadoorie Avenue, Grand Court**

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Further to your letter dated 7th September 1976, my preliminary view is that parts of Blocks A & C lie within the 51.83m airport height restriction limit and the blocks, therefore, rise above this height restriction.

Another point is that the site being a large site, further controls apply regarding the percentage site coverage and the 25% proposed may not be achieved.

For these reasons I regret I am not prepared to recommend a modification. However, I will be happy to discuss the matter further if you wish.

Yours faithfully,  
(Lau Yeuk Wai)  
for Chief Estate Surveyor  
(Property Management/Modification Division)

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LYW/dt

In the  
Supreme  
Court of  
Hong Kong

Our Ref: A-7617/6

Your Ref: L.S.O. 720/KLT/64 (49)

14th October, 1976.

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

The Chief Estate Surveyor  
Property Management/Modification Division  
Crown Lands & Survey Office  
Public Works Department  
Hong Kong

Attn.: Mr. Lau Yeuk Wai

Dear Sir,

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**K.I.L. 2657, s.D, s.s.1, s.s.2 & R.P.  
109-135 Kadoorie Avenue, Kowloon.**

With reference to our discussion on the 12th instant, I was most surprised to learn that the boundary between the height limits of 170 p.d. & 200 p.d. as imposed by the Airport (Control of Obstruction) Ordinance over the above site has been changed. Our design has been based on the boundary shown on plan No. LM 144, showing the co-ordinates at 675800.00N & 130209.30E which we obtained from your office and confirmed with the Civil Aviation Department in May, 1976 and which was found to come approximately midway through the site as shown on the enclosed plan (The co-ordinates were marked by your office) and I wish to know why there is such a change of the boundary and perhaps you care to send me the revised boundary co-ordinates for my reference. 20

I would inform you also that the design submitted to your office in 1973 by Tony Petty & Associates, and Mr. Stephen T. T. Ho, who were previously engaged for this project was also based on the same boundary shown on our drawing and that our general plans have been submitted to the Building Authority on 23rd August, 1976. Accordingly, I wish to confirm with your office therefore that the boundary between the height limits should be taken as the same as the plan submitted.

Yours faithfully,  
Lee King-fun

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LKF/aw  
Encl: as stated  
c.c. Hang Seng (Nominee) Ltd.

In the  
Supreme  
Court of  
Hong Kong

L.S.O. 720/KLT/64  
OKTL:S:JL 76/17895

26th October 1976

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

The Chief Estate Surveyor,  
Property Management & Modification,  
Crown Lands & Survey Office,  
Kowloon Government Offices, 9/F,  
405 Nathan Road,  
Kowloon.

Dear Sir,

**Re: K.I.L. 2657 s.D Ss.1, Ss.2 & R.P.  
109-135 Kadoorie Avenue, Grand Court**

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We acknowledge receipt of your letter of the 20th September 1976, contents whereof had been duly noted by us and upon which we are taking our client's instructions. We shall be writing to you again in due course.

Yours faithfully,  
Deacons

In the  
Supreme  
Court of  
Hong Kong

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

L.S.O. 720/KLT/64  
OKTL: H: MY 76/17895  
2nd December, 1976

**EXTREMELY URGENT  
BY HAND**

The Chief Estate Surveyor  
(Property Management/Modification Div.),  
Crown Lands & Survey Office,  
Kowloon Government Offices, 9th Floor,  
405 Nathan Road,  
Kowloon.

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**Attention: Mr. Lau Yeuk Wai**

Dear Sir,

**Re: K.I.L. 2657 S.D. Ss.1 Ss.2 & R.P.  
(109-135 Kadoorie Avenue, Grand Court)**

We refer to your letter of the 12th November 1976 and are most surprised to note that your office maintains the view that a modification of the Conditions of Sale governing the above property is necessary for the development of our client's property in accordance with the approved building plans by the Building Authority on the 26th October 1976 under B.O.O. Ref. 2/4299/76.

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The abovementioned property is held from the Crown under and by virtue of the terms and conditions contained in the Conditions of Exchange registered in the Land Office as Conditions of Sale No. 3121 (hereinafter called "the said Conditions of Sale").

Subject to the special conditions hereinafter mentioned, General Condition No. 9 contained in the said Conditions of Sale enables the owner of the abovementioned lot to build in a good substantial and workmanlike manner one or more good and permanent buildings upon some part of the lot with such materials as may be approved by the Director of Public Works and in other respects in accordance with the provisions of all Ordinances, Bye-laws and Regulations relating to buildings or sanitation as shall or may at any time be in force in the Colony. It is our contention that the provisions hereto mentioned is a general description on the part of the Crown as regards the user of the premises and the restrictions on the development of the lot but subject to the special conditions hereinafter mentioned. In other words the intention of the Government is that the owner of the property is, subject to the special conditions hereinafter mentioned, free to develop the property by the erection thereon one or more buildings strictly in accordance with the provisions contained in the Buildings Ordinance and other ancillary regulations thereto. The building plans of our client's intended development have already been approved by the Building Authority as mentioned above and it is, therefore, our contention that in so far as our client is proceeding to develop the lot strictly in accordance with the said approved plans, our client is free to develop the lot without the necessity of any modification whether

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with or without premium chargeable.

As mentioned above, the said Conditions of Sale contains other provisions by way of special conditions restricting the development of the above property. However, we have considered such special conditions and are of the opinion that these special conditions would not affect our contention abovementioned to the extent that our client is legally entitled to develop the abovementioned property strictly in accordance with the approved building plans. We propose to deal with such special conditions in great details and the special conditions that are relevant to the subject issue are, in our opinion, Special Conditions Nos. 4, 6 & 7.

Special Condition No. 4 provides that “the purchaser shall...supply to the Director of Public Works a general lay-out plan showing the positions widths and levels of the roads which it is proposed to make, the positions levels and dimensions of the lots into which it is proposed to divide, the lot and the positions and nature of the buildings which it is proposed to erect and such lay-out plan shall be subject to the approval of the Director of Public Works”. Our search at the Land Office reveals that such lay-out plan was duly submitted to the Director of Public Works by the then owner of the entire property i.e. The Hong Kong Engineering & Construction Co. Ltd. giving full details to the Government as regards the widths of the roads, the divisions of the lot and the apportionment of the building covenant amount on each portion of the said lot. The Director of Public Works had then approved the said lay-out plan with confirmation to the then owner of the lot that the carved out portions of the lot should be for the construction thereon European-type houses for private residential purposes with the minimum building covenant amount to be expended thereon against such development. It is, therefore, our contention that the lot is for the erection thereon European-type houses for private residential purposes coinciding with our contention abovementioned to the extent that the general user of the property, subject to such special conditions, is for the erection of building or building for private residential purposes. Needless to say, our client’s intended development, according to the approved lay-out plan, is 100% within this definition and it is, therefore, our argument that your requirement to modify the said Conditions of Sale whether with or without premium is totally unjustifiable and unreasonable and is beyond the contractual terms contained in the said Conditions of Sale.

Special Condition No. 6 provides 2 limbs of restrictions:

- (a) “The purchaser shall not erect on the lot any buildings other than detached or semi-detached residential premises of European-type or such other buildings of European-type as the Director of Public Works may approve”. The intended development is undoubtedly for the construction of buildings for residential premises of European-type. On top of that, such buildings of European-type had already been approved by the Building Authority to which we respectfully invite your attention to the provisions contained in the Buildings Ordinance (Cap. 123) wherein it is clearly defined that “Building Authority” means “the Director of Public Works”. Therefore, this limb of restriction is again irrelevant to our client’s intended development.
- (b) The second limb of restriction in this Special Condition No. 6 is that

“Save as herein provided, no buildings erected on the lot shall be used otherwise than as a private dwelling house without the written consent of the Governor”. It is very obvious that your reason to maintain that modification is required for the development of the lot is based on this second limb of restriction provided in Special Condition No. 6 but you have, with due respect, over-sighted that in fact the Governor had already given his consent to our client or its predecessor to develop the portions of our client’s property by the erection thereon blocks of residential flats of European-type which are at present standing on the property and known as “Grand Court”, Nos. 109-135 Kadoorie Avenue. Therefore, 10  
it is our submission that this second limb of restriction is again irrelevant and in fact, is no longer applicable. On top of that, it is also our submission that the European-type developments are private houses for residential purposes and unless our client is intending to develop the property by the erection thereon building or buildings, house or houses other than for residential purposes, then and only in such case the Governor’s written consent is required.

Special Condition No. 7 provides that “The design of the exterior elevations plans heights and disposition of any buildings to be erected on the lot shall be subject to the special approval of the Director of Public Works and no building shall be erected on the lot save in accordance with such approval. The approval of the building plans by the Building Authority is a clear indication that the Director of Public Works had already approved the exterior elevations plans height and disposition of such buildings and our client has no intention to deviate from such approved building plans. Our client’s intention is always to develop the property strictly and 100% in accordance with the said approved building plans. 20

In view of the facts abovementioned, we are of the opinion that your demand to the extent that our client is required to apply to you for modification of the said Conditions of Sale either with or without premium before the intended development can be proceeded with is totally unjustifiable and unreasonable and we are 100% 30  
not in agreement to your suggestion. However, as we feel that as solicitors for the owner of the property held under the said Conditions of Sale, we have to send you herewith the specific approved building plans and a copy of Form 12 covering such approval and to give you notice of our client’s intention to building the specific buildings in accordance with the approved building plans enclosed herewith. The purpose of this letter is, therefore, to acquaint you with our client’s intention and to give you notice, which we hereby do, that if we do not receive from you, on behalf of the Government, a formal notice of your objection to our client’s continuing with the construction of the said buildings in the normal way, we shall assume that your objection has been withdrawn and construction of this building will commence. We 40  
respectfully draw your attention that, if you do object to the construction of such buildings in accordance with the enclosed approved building plans, then quite apart from the declaration that our client will seek from the Court that such objection is invalid, our client will also claim damages for the delay that such objection will occasion.

May we, therefore, hear from you not later than one month from the date of this letter? If you feel that this does not give you sufficient time for due consideration,



In the  
Supreme  
Court of  
Hong Kong

we will be pleased to take our client's instructions on any reasonable extension that you may think is necessary.

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

c.c. Hang Wah Chong Inv. Co. Ltd.  
(Attn.: Mr. Chan Lai)

Yours faithfully,  
Deacons

In the  
Supreme  
Court of  
Hong Kong

10 December, 1976

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

Messrs. Deacons,  
1418, Tung Ying Building,  
Nathan Road,  
Kowloon.

Dear Sirs,

**Re: K.I.L. 2657 S.D. Ss.1 Ss.2 & R.P.  
(109-135 Kadoorie Avenue, Grand Court)**

I refer to your letter dated 2nd December 1976 and would advise you that  
the matter is under consideration.

10

2. I shall communicate with you further as soon as I am in a position to do so.

Yours faithfully,

(LAU Yeuk-wai)  
for Chief Estate Surveyor/  
Property Management & Modification

In the  
Supreme  
Court of  
Hong Kong

720/KLT/64  
OKTL:S:JL 76/17895

20th December, 1976

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

The Chief Estate Surveyor,  
(Property Management/Modification Div.),  
Crown Lands & Survey Office,  
Kowloon Government Offices, 9/F,  
405 Nathan Road,  
Kowloon.

Attn: **Mr. Lau Yeuk Wai** 10

Dear Sir,

**Re: K.I.L. 2657 S.D. Ss.1 Ss.2 & R.P.  
(109-135 Kadoorie Avenue, Grand Court)**

We thank you for your letter of the 10th December 1976, contents whereof had been duly noted by us.

According to the conversation between your Mr. Lau Yeuk Wai and our Mr. Oscar Lai, it is our understanding that you had referred the matter to the Registrar General's Department for opinion. We sincerely hope that you would request the Registrar General's Department to expedite the matter in order to avoid further complication on the subject issue.

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Yours faithfully,  
Deacons

b.c.c. Hang Wah Chong Investment Co. Ltd.  
c/o Hang Seng Bank Ltd.  
(Attn: Mr. Chan Lai)

In the  
Supreme  
Court of  
Hong Kong

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

Messrs. Deacons,  
Solicitors,  
1418, Tung Ying Building,  
Nathan Road,  
Kowloon.

29th December, 1976.

Dear Sirs,

**Re: K.I.L. 2657 S.D. ss.1 ss.2 & R.P.  
(109-135 Kadoorie Avenue, Grand Court)**

I refer to your letter of 2nd December 1976 addressed to the Chief Estate 10  
Surveyor and the subsequent without prejudice meeting with your Mr. Lai and Mr.  
Lee and our Mr. Davison and myself on the 29th December at my office.

With respect, I am sure that you will agree that the last two paragraphs of  
your letter are now not appropriate and I look forward to hearing from you as a  
result of our meeting as soon as possible.

Yours faithfully,

(W. J. Tootill)  
p. Registrar General  
(Land Officer)

WJT/li

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In the  
Supreme  
Court of  
Hong Kong

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

OKTL:H:MY  
76/17895  
14th January, 1977

**EXTREMELY URGENT  
BY HAND**

The Registrar General (Land Officer),  
The Land Office,  
Registrar General's Department,  
Central Government Offices,  
West Wing, 11th Floor,  
Hong Kong.

10

**Attention: Mr. W. J. Tootill**

Dear Sir,

**Re: K.I.L. 2657 S.D. Ss.1 Ss.2 & R.P.  
(109-135 Kadoorie Avenue, Grand Court)**

We thank you for your letter of the 29th December 1976 and confirm that we shall not proceed with the court proceedings pending clarification of the discussion we had in our meeting at your office on the 29th December 1976.

In our said meeting, we all agreed that we would pin point our argument on Special Condition No. 6 contained in the Conditions of Sale by reference to the Judgment given by Mr. Justice Trainor on the 7th December 1973 in O.J.M.P. No. 199/73.

20

With due respect, we would mention that we are not agreeable to the Judgment given by Mr. Justice Trainor in respect of his interpretation of the second limb provided in Special Condition No. 6 in the Conditions of Sale. It is our contention that the second limb of the said condition is purely to confirm that the user of the lot is strictly for residential purposes but with a right conferred on the Governor to change the user into other premises. It is clearly provided in the early part of this Condition that the buildings erected on the lot shall be in the form of detached or semi-detached residential premises of European type but with a proviso that the purchaser can erect flats and shops for a mixed use of commercial and residential purposes in that particular strip of land facing Argyle Street and Waterloo Road. It follows that if the lot or any part thereof is developed or redeveloped by the erection of buildings thereon for residential purposes, there is no breach whatsoever.

30

It is also our contention even if the Judgment of Mr. Justice Trainor is accepted which we deny, the facts in that case are different from our client's case hereto. In this connection, we would respectfully invite your attention that the present buildings erected on our client's properties were completed long time ago and contained blocks of buildings with residential flats inside. Assuming the Judgment of Justice Trainor stands, it cannot apply to our client's case as the Government had already waived such requirement. As the present building had been standing on the lot for such a long time, the Government is estopped from reverting back to such provision as

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In the Supreme Court of Hong Kong

contained in Special Condition No. 6.

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

Anyway, we are obtaining a leading Counsel's Opinion from London and shall revert back to you again.

Yours faithfully,  
Deacons

1st February 1977.

In the  
Supreme  
Court of  
Hong Kong

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

Messrs. Deacons,  
Solicitors,  
P.O. Box K-2541,  
Kowloon.

Dear Sirs,

**Re: K.I.L. 2657 S.D. Ss.1 Ss.2 & R.P.  
(109-135 Kadoorie Avenue, Grand Court)**

Thank you for your letter of the 14th January and I look forward to hearing  
from you further in accordance with the last paragraph thereof. .

10

Yours faithfully,

(W. J. Tootill)  
p. Registrar General  
(Land Officer)

WJT/li

In the  
Supreme  
Court of  
Hong Kong

Our Ref. K 2692 Z

8th, February, 1977.

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

Mr. Chan Lai,  
c/o Hang Wah Chong,  
Hang Seng Bank Bldg, 17/F,  
Hong Kong.

Dear Sir,

**Re: K.I.L. 2657 Sec. D  
Kadoorie Avenue**

In reply to your enquiry regarding the status of the above mentioned Lot we take pleasure to inform you that our Client Sun Hsing Co. Ltd. and others bought the lot consisted of 59,843.34 sq. ft. on May 1st, 1954. 10

At the time of transaction the lot were consisted of 4 Terraces believed to be duly formed by Hong Kong Engineering in the 1930s. There were no other developments or structures of any kind existed on the site at the date of the purchases.

Yours faithfully,  
T. C. YUEN & COMPANY

Encl: 1 Plan  
(Original)

TCY/ml

20



26th March, 1977.

In the  
Supreme  
Court of  
Hong Kong

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

Messrs. Deacons,  
Solicitors,  
P.O. Box K-2541,  
Kowloon.

Dear Sirs,

**Re: K.I.L. 2657 S.D. Ss.1 Ss.2 & R.P.  
(109-135 Kadoorie Avenue, Grand Court)**

I refer to my letter of 15th February and should be pleased to hear from you.

Yours faithfully,

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(W. J. Tootill)  
p. Registrar General  
(Land Officer)

WJT/li

In the  
Supreme  
Court of  
Hong Kong

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

LO75/272/73

OKTL:RAP:DT  
H: 76/17895

31st March, 1977

The Land Office,  
Registrar General's Dept.,  
Central Govt. Offices,  
West Wing, 11th floor,  
Hong Kong.

Dear Sirs,

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**Re: K.I.L. 2657 S.D. Ss.1 Ss.2 & R.P.  
(109-135 Kadoorie Ave., Grand Court)**

We thank you for your letter of the 26th instant and should inform you that we have sought opinion from Counsel in London and are informed that this will be available in the early part of April. When we have had time to consider the opinion, we shall write to you further.

Your letter refers to an earlier letter of the 15th February but we regret that we do not appear to have the same on our file. However, there is a letter of the 1st February and unless we hear the contrary, we shall presume that this is the letter in question. If it is not, then we should be obliged for a copy of the said letter of the 15th February. 20

Yours faithfully,  
Deacons

In the  
Supreme  
Court of  
Hong Kong

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

BY HAND

The Land Office,  
Registrar General's Dept.,  
Central Govt. Offices,  
West Wing, 11/F.,  
Hong Kong.

OKTL:RAP:DT  
H:76/17895  
13th April, 1977

Dear Sirs,

**Re: K.I.L. 2657 S.D. SS.1 SS.2 & R.P.  
(109-135 Kadoorie Ave., Grand Court)**

10

We refer to the considerable correspondence in this matter terminating with our letter of the 31st ultimo. We have now received the opinion from Counsel in London and based upon that we should like to put you the various arguments supporting our contention that you are incorrect in requiring the modification of the lease conditions and the contingent payment of a premium before the above property may be redeveloped.

Our arguments heretofore have hinged upon the interpretation of Special Condition 6. We think that we are both intransigent in our respective interpretations on what is a private dwelling house, what is detached etc., therefore we do not propose to repeat our arguments, simply stating that we are prepared to put our interpretation to the test, if necessary before the courts. However, should it be that this matter comes before the courts and that, hypothetically speaking, your interpretation should prevail, we feel that the court would have no hesitation in deciding that there has been an implied waiver of the Special Conditions. In support of this contention, we should state that there has been a block of flats on this site allegedly in contravention of the Special Conditions for more than 20 years. Throughout those years, the Crown was fully aware of the nature of the building erected on the site and of the manner of its occupation; nevertheless there has been no indication of any objection to the building or its use. Therefore, we must conclude that the Crown has acquiesced in the use to which the site has been put despite the fact that the use is alleged to be in contravention of the Special Conditions.

Accordingly, the Crown should not seek to reimpose conditions which were waived so long ago, now that our clients wish to redevelop the site. As we have said, we are fully prepared to pursue this matter as far as may be necessary and have instructions to that effect. However, we should hope that, after you have considered our arguments, you will conclude that no modification of this land may be required.

We should be grateful for your earliest reply.

Yours faithfully,  
Deacons

c.c. Hang Wah Chong Investment Co. Ltd.

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In the  
Supreme  
Court of  
Hong Kong

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

BY HAND  
The Land Office,  
Registrar General's Dept.,  
Central Govt. Offices,  
West Wing, 11/F.,  
Hong Kong.

Dear Sirs,

**Re: K.I.L. 2657 S.D. SS.1 SS.2 & R.P.  
(109-135 Kadoorie Ave., Grand Court)**

Despite our request for an early reply to our letter of the 13th ultimo, none has been received. We must ask that you give our letter your earliest consideration and shall expect to receive your reply in the very near future.

Yours faithfully,  
Deacons

LO75/272/73

OKTL:RAP:DT  
H:76/17895

4th May, 1977

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In the  
Supreme  
Court of  
Hong Kong

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

BY HAND

The Land Office,  
Registrar General's Dept.,  
Central Govt. Offices,  
West Wing, 11/F.,  
Hong Kong.

Dear Sirs,

**Re: K.I.L. 2657 S.D. SS.1 SS.2 & R.P.  
(109-135 Kadoorie Ave., Grand Court)**

Despite our reminder of the 4th May, you have not yet favoured us with a reply to our letter of the 13th ultimo. As this matter has been continuing for some time, we are sure that you are as interested in reaching a final conclusion as we are but a delay of this nature will obviously be to the detachment of our clients' intention for the development of the property. Therefore, please be so kind as to reply to our said letter at your very earliest convenience.

Yours faithfully,  
Deacons

LO75/272/73

OKTL:RAP:DT  
H:76/17895

19th May, 1977

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In the  
Supreme  
Court of  
Hong Kong

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

BY HAND  
The Land Office,  
Registrar General's Department,  
Central Govt. Offices,  
West Wing, 11/F.,  
Hong Kong.

Dear Sirs,

**Re: K.I.L. 2657 S.D. SS.1 SS.2 & R.P.  
(109-135 Kadoorie Ave., Grand Court)**

Further to our several telephone conversations with Mr. Tootill of your office, we are sorry to have to remind you that we await the favour of your reply to our letter of the 13th April last despite our reminders of the 4th and 19th ultimo. We have understood from Mr. Tootill that a letter had been prepared some time ago and we are at a loss to understand why it has not yet been received. Please be so kind as to reply at your very earliest convenience.

Yours faithfully,  
Deacons

LO75/272/73

OKTL:RAP:DT  
H:76/17895  
24th June, 1977

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In the  
Supreme  
Court of  
Hong Kong

OKTL:H:NL (RAP)  
76/17895  
13th July 1977

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

The Land Office,  
Registrar General's Department,  
Central Govt. Offices,  
West Wing, 11th Floor,  
Hong Kong.

**Attention: Mr. N. M. Gleeson**

Dear Sir,

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**Re: 109-135 Kadoorie Avenue, Grand Court**

We refer to the telephone conversation between your Mr. N. M. Gleeson and our Mr. Oscar Lai on the 16th June 1977 wherein we were informed that a decision would be made fairly soon.

As there has already been a lapse of a further month since the said conversation, we should be grateful if you would give us a reply at your convenience.

Yours faithfully,  
Deacons

b.c.c. Hang Seng (Nominees) Limited  
(Attention: Mr. Chan Lai)

20

13th July, 1977.

Messrs Deacons,  
Solicitors & Notaries,  
1418, Tung Ying Building,  
Nathan Road,  
Kowloon.

Dear Sirs,

**Re: K.I.L. 2657 s.D ss.1 ss.2 & R.P.  
(109-135 Kadoorie Ave., Grand Court)**

10

I refer to the correspondence between your firm and this Department resting with your letter of the 24th June 1977 and also to our Lai/Gleeson telephone conversation of the 17th June 1977.

I regret that it has not been possible to reply comprehensively to you on the issues involved before now. In fact, even at this stage, I can only deal with what Government believes to be the legal position under the lease conditions, which is as follows:

- (1) Under Special Conditions 6 and 7 of the Conditions of Sale, the approval of the Director of Public Works is required to any type of building which does not fall within the description "detached or semi-detached residential premises". 20
- (2) His discretion to approve or disapprove anything other than "detached or semi-detached residential premises" is absolute i.e. he is not bound to approve some other form of development which may happen to suit any owner for the time being.
- (3) The words "detached or semi-detached residential premises" mean what they say in accordance with the ordinary usages of the English language i.e. they do not include flats. This is particularly so having regard to the proviso in Special Condition 6, which specifically permits flats on a certain specified part of the lot, and the user restriction at the end of this Special Condition. 30
- (4) Under the last sentence of Special Condition 6 no building on the lot shall be used otherwise than as "a private dwelling-house" i.e. single family residential dwelling, without the consent of the Governor.
- (5) There has been no waiver of any of the restrictions in the Conditions of Sale in favour of your Client. This is because the present block of flats on the above site was specifically approved by the Director of Public Works under Special Condition 6 of the Conditions of Sale by his letter



In the  
Supreme  
Court of  
Hong Kong

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

of the 31st December 1953 addressed to the solicitors then acting i.e. the present block of flats, having been specifically approved by the Director under the provisions of Special Condition 6, is not now, and was never, in breach of the Conditions of Sale. There can therefore be no question of any waiver.

As to whether or not the Director of Public Works is now prepared under Special Condition 6 to permit more intensive development of this site and, if so, upon what terms, I can only say that this is at present under consideration, and that a further communication will be addressed to you as soon as a decision has been taken.

Yours faithfully,

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(Noel M. Gleeson)  
p. Registrar General  
(Land Officer)

NMG/el

In the  
Supreme  
Court of  
Hong Kong

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

The Land Officer,  
The Land Office,  
Registrar General's Department,  
Central Government Offices,  
(West Wing), 11/F.,  
Hong Kong.

L.O.75/272/73  
OKTL: RAP:DT  
H:76/17895

22nd July, 1977

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**Attention: Mr. Noel M. Gleeson**

Dear Sirs,

**Re: K.I.L. 2657 S.D. ss.1 ss.2 & R.P.  
(109-135 Kadoorie Ave., Grand Court)**

We thank you for your letter of the 13th instant which has crossed ours of the same date. We have made careful note of your arguments especially those contained in the paragraph numbered 5 and shall refer to clients for their further instructions. In the meantime, we shall look forward to hearing from you with the results of your consideration as mentioned in the final paragraph of your letter.

Yours faithfully,  
Deacons

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In the  
Supreme  
Court of  
Hong Kong

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

The Land Officer,  
The Land Office,  
Registrar General's Department,  
Central Government Offices,  
(West Wing), 11/F.,  
Hong Kong.

L.O. 75/272/73  
OKTL:RAP:DT  
H:76/17895

9th August, 1977

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**Attention: Mr. Noel M. Gleeson**

Dear Sir,

**Re: K.I.L. 2657 S.D. ss.1 ss.2 & R.P.  
(109-135 Kadoorie Ave., Grand Court)**

Further to our letter of the 22nd ultimo, we should be grateful to learn if a decision has been taken as regards the terms mentioned in the final paragraph in your letter of the 13th instant. If such a decision has not been taken as yet, would you kindly indicate at what time we may expect to hear from you. You will appreciate that the continuous delay in resolving this matter is detrimental to our clients' proposals for the redevelopment of this site and therefore we are anxious to reach a speedy conclusion, if this is possible. 20

Yours faithfully,  
Deacons

c.c. Hang Wah Chong Investment Co. Ltd.

In the  
Supreme  
Court of  
Hong Kong

L.O. 75/272/73

15th November, 1977.

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

Your Ref.: OKTL:RAP:DT H:76/17895

Messrs Deacons,  
Solicitors & Notaries,  
1418, Tung Ying Building,  
Nathan Road,  
Kowloon.

Dear Sirs,

**Re: K.I.L. 2657 s.D ss.1 ss.2 & R.P.  
(109-135 Kadoorie Ave., Grand Court)**

10

I refer to the correspondence between us resting with your letter of the 9th August 1977 and have now to advise that the Director of Public Works is not prepared to exercise his discretion under the Conditions of Sale to permit the redevelopment of the above property with any building higher than that which was approved by his letter of the 31st December 1953, that is to say, higher than the existing block of flats known as Grand Court.

Yours faithfully,

(Noel M. Gleeson)  
p. Registrar General  
(Land Officer)

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NMG/jc

In the  
Supreme  
Court of  
Hong Kong

L.O. 75/272/73  
OKTL:RAP:DT  
H:76/17895

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

21st November, 1977

The Land Office,  
Registrar General's Department,  
Central Govt. Office (West Wing),  
11th floor,  
Hong Kong.

Dear Sirs,

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**Re: K.I.L. 2657 s.D s.s.1 s.s.2 & R.P.  
(109-135 Kadoorie Ave., Grand Court)**

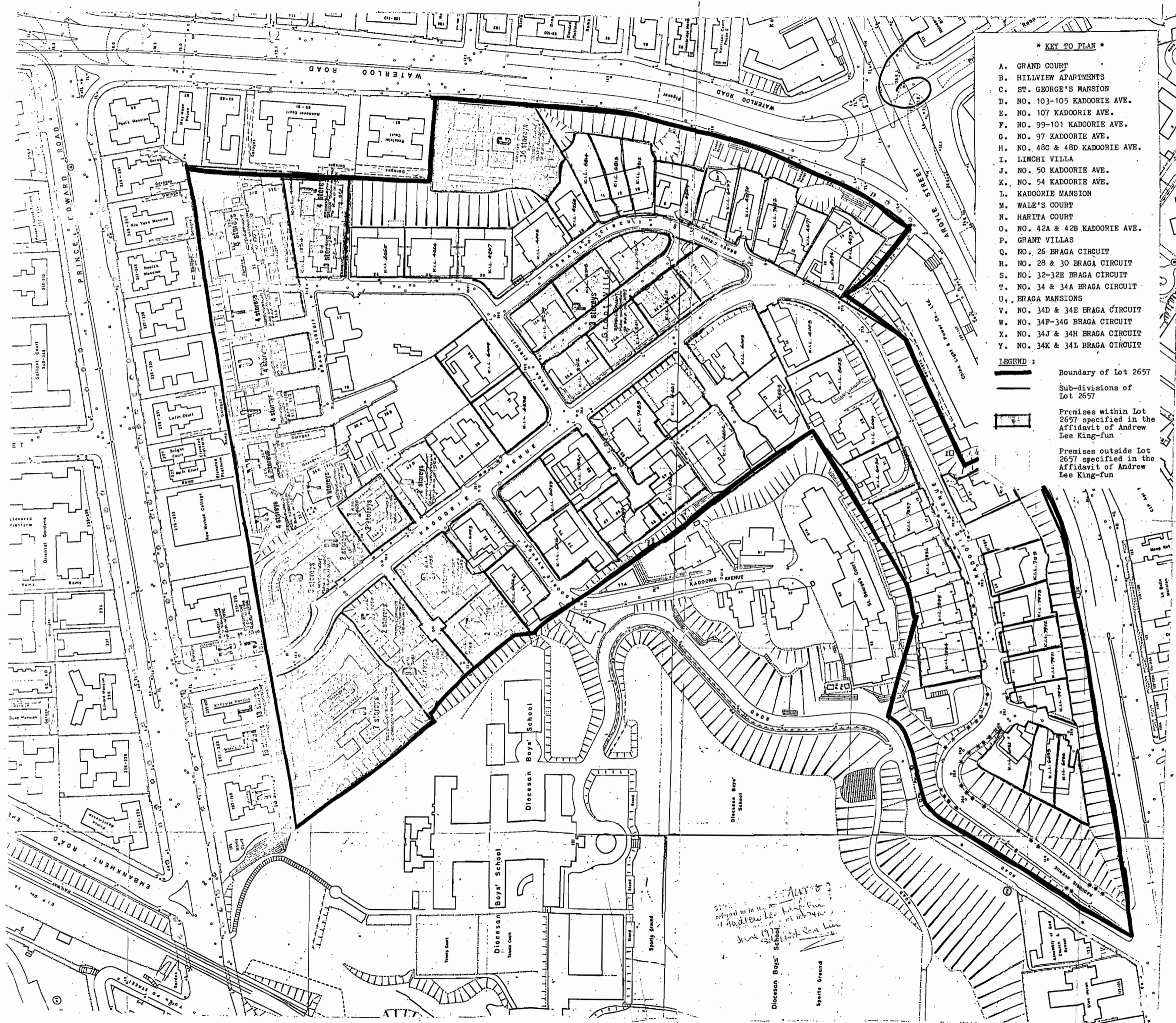
We thank you for your letter of the 15th instant, the contents whereof are noted.

Yours faithfully,  
Deacons

This is the exhibit marked ALKF-1  
 Referred to in the Affirmation of  
 Andrew Lee King-Fun affirmed  
 before me this 24th day of June 1978.  
 (Sd.) Kwok Sau Lin  
 Commissioner for Oaths

In the  
 Supreme  
 Court of  
 Hong Kong

No. 4  
 Affirmation  
 of Andrew  
 Lee  
 King-Fun  
 (Contd.)



\* KEY TO PLAN \*

- A. GRAND COURT
- B. HILLVIEW APARTMENTS
- C. ST. GEORGE'S MANSION
- D. NO. 103-105 KADOORIE AVE.
- E. NO. 107 KADOORIE AVE.
- F. NO. 99-101 KADOORIE AVE.
- G. NO. 97 KADOORIE AVE.
- H. NO. 48C & 48D KADOORIE AVE.
- I. LIMCHI VILLA
- J. NO. 50 KADOORIE AVE.
- K. NO. 54 KADOORIE AVE.
- L. KADOORIE MANSION
- M. WALE'S COURT
- N. HARITA COURT
- O. NO. 42A & 42B KADOORIE AVE.
- P. GRANT VILLAS
- Q. NO. 26 BRAGA CIRCUIT
- R. NO. 28 & 30 BRAGA CIRCUIT
- S. NO. 32-32E BRAGA CIRCUIT
- T. NO. 34 & 34A BRAGA CIRCUIT
- U. BRAGA MANSIONS
- V. NO. 34D & 34E BRAGA CIRCUIT
- W. NO. 34F-34G BRAGA CIRCUIT
- X. NO. 34J & 34H BRAGA CIRCUIT
- Y. NO. 34K & 34L BRAGA CIRCUIT

- LEGEND :
- Boundary of Lot 2657
  - Sub-divisions of Lot 2657
  - Premises within Lot 2657 specified in the Affidavit of Andrew Lee King-fun
  - Premises outside Lot 2657 specified in the Affidavit of Andrew Lee King-fun

**109-135 Kadoorie Avenue, Kowloon**

Index	Building/Address	Type	No. of Flats	No. of Storeys	Height (about)	Redevelopment Plan submission to B.O.O.
A.	No. 109-135 Kadoorie Ave. (Grand Court) K.I.L. 2657	Apartment	86	7	70 ft.	1954
B.	No. 46A-48B Kadoorie Ave. (Hillview Apartments) K.I.L. 2657	Apartment	20	6	60 ft.	1948
C.	No. 81 Waterloo Rd. (St. George Mansion) K.I.L. 2657 (Site 37 & 38)	Apartment	48	14	140 ft.	1970
D.	No. 103-105 Kadoorie Ave. K.I.L. 7081 (K.I.L. 2657)	Private House— Single Dwelling	—	2	25 ft.	1953
E.	No. 107 Kadoorie Ave. K.I.L. 7080 (K.I.L. 2657)	Private House— Single Dwelling	—	2	25 ft.	1953
F.	No. 99-101 Kadoorie Ave. K.I.L. 7083 (K.I.L. 2657)	Private House— Single Dwelling	—	2	25 ft.	1950
G.	No. 97 Kadoorie Ave. K.I.L. 7082 (K.I.L. 2657)	Private House— Single Dwelling	—	2	25 ft.	1948
H.	No. 48C & 48D Kadoorie Ave. K.I.L. 2657	Private House— Multiple Dwelling	4	2	25 ft.	1970
I.	No. 44 & 44A Kadoorie Ave. (Limchi Villa) K.I.L. 9688 (K.I.L. 2657)	Private House— Multiple Dwelling	8	2	25 ft.	1958
J.	No. 50 Kadoorie Ave. K.I.L. 2340	Apartment	4	4	40 ft.	1954
K.	No. 54 Kadoorie Ave. (Shuet Kan Mansion) K.I.L. 2340	Apartment	12	13	130 ft.	1972
						30

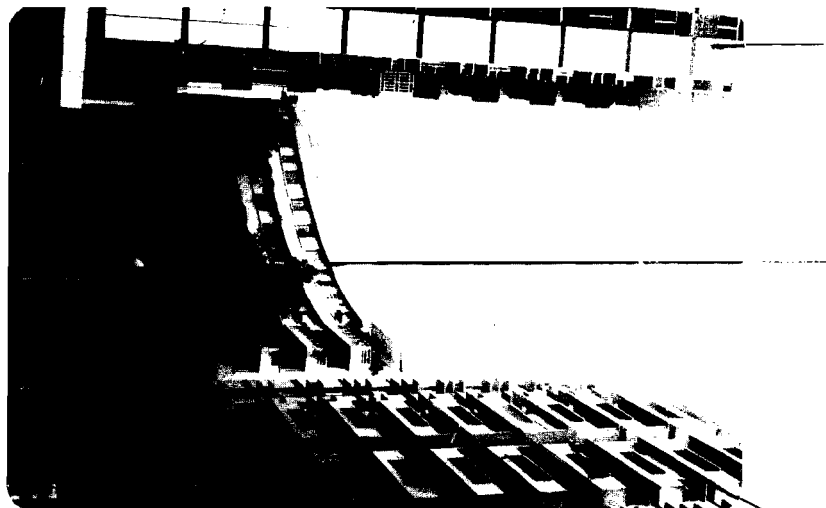
This is the exhibit marked "ALKF-7" referred to in the Affirmation of Andrew Lee King-Fun Affirmed before me this 24th day of June 1978  
Sd. Kwok Sau Lin  
A Commissioner for oaths

Index	Building/Address	Type	No. of Flats	No. of Storeys	Height (about)	Redevelopment Plan submission to B.O.O.
L.	No. 205-207 Prince Edward Rd. (Kadoorie Mansion) K.I.L. 2341	Apartment	24	13	130 ft.	1963
M.	No. 201-203 Prince Edward Rd. (Wale's Court) K.I.L. 2341	Apartment	34	16	160 ft.	1971
N.	No. 197-199 Prince Edward Rd. (Harita Court) K.I.L. 2341	Apartment	48	13	130 ft.	1961
O.	No. 42A & 42B Kadoorie Ave. K.I.L. 2657	Private House— Multiple Dwelling	4	2	25 ft.	1950
P.	No. 1-11A & No. 32-36A Braga Circuit (Grant Villas) K.I.L. 8206-8212	Private House— Single Dwelling	—	3	35 ft.	1959
Q.	No. 26 Braga Circuit K.I.L. 4264 (K.I.L. 2657)	Apartment	3	4	30 ft.	1972
R.	No. 28 & 30 Braga Circuit K.I.L. 10341 (K.I.L. 2657)	Apartment	6	3	30 ft.	1972
S.	No. 32-32E Braga Circuit K.I.L. 2657	Apartment	20	4	40 ft.	1952
T.	No. 34 & 34A Braga Circuit K.I.L. 2657	Apartment	10	4 & Basement	50 ft.	1953
U.	No. 34B & 34C Braga Circuit (Braga Mansions) K.I.L. 2657	Apartment	10	4 & Basement	50 ft.	1953
V.	No. 34D & 34E Braga Circuit K.I.L. 2657	Apartment	10	4 & Basement	50 ft.	1953
W.	No. 34F-34G Braga Circuit K.I.L. 2657	Apartment	8	4	40 ft.	1955
X.	No. 34J & 34H Braga Circuit K.I.L. 2657	Apartment	8	4	40 ft.	1955
Y.	No. 34K & 34L Braga Circuit K.I.L. 2657	Apartment	8	4	40 ft.	1955



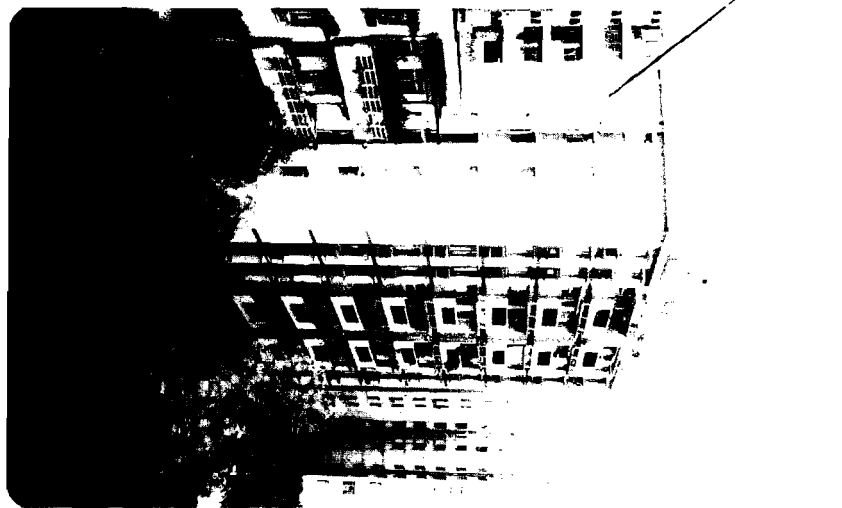
In the  
Supreme  
Court of  
Hong Kong

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)



Shuet Kan  
Mansion  
13 storeys

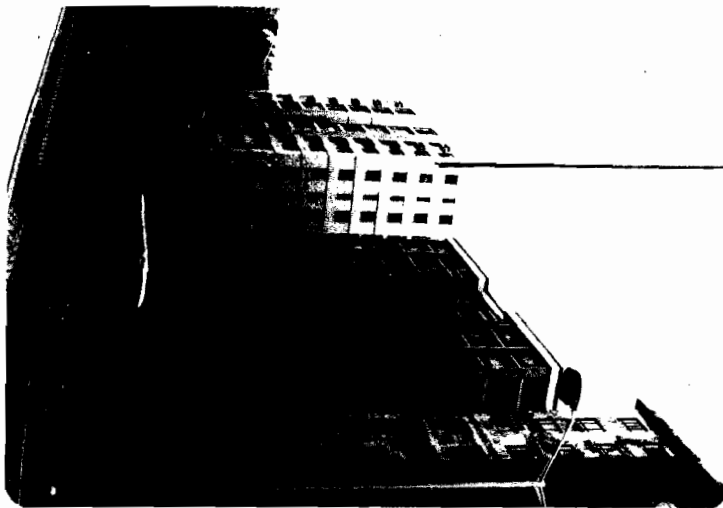
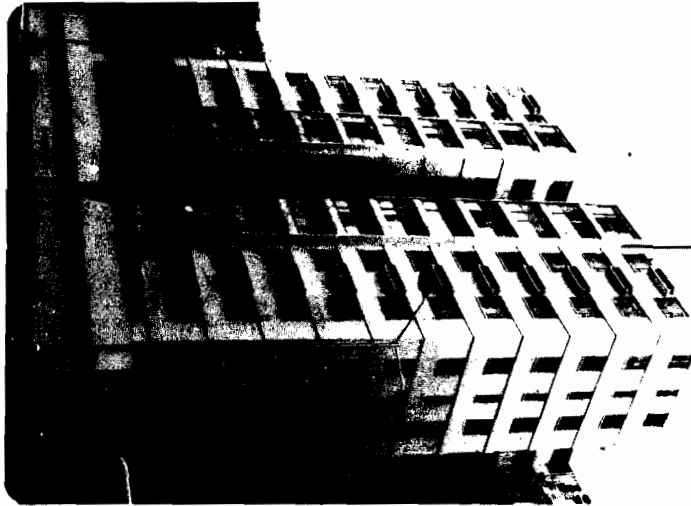
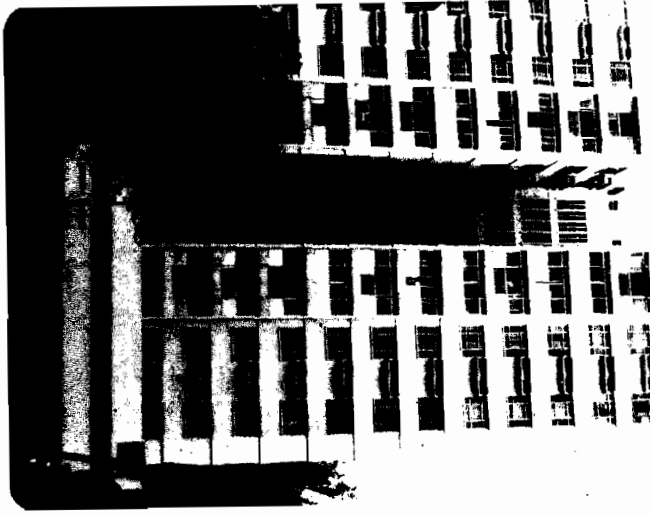
Grand Court  
7 storeys



Kadoorie  
Avenue Man-  
sion (13)

In the  
Supreme  
Court of  
Hong Kong

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)



St. George's  
Mansion  
13 storeys

In the  
Supreme  
Court of  
Hong Kong

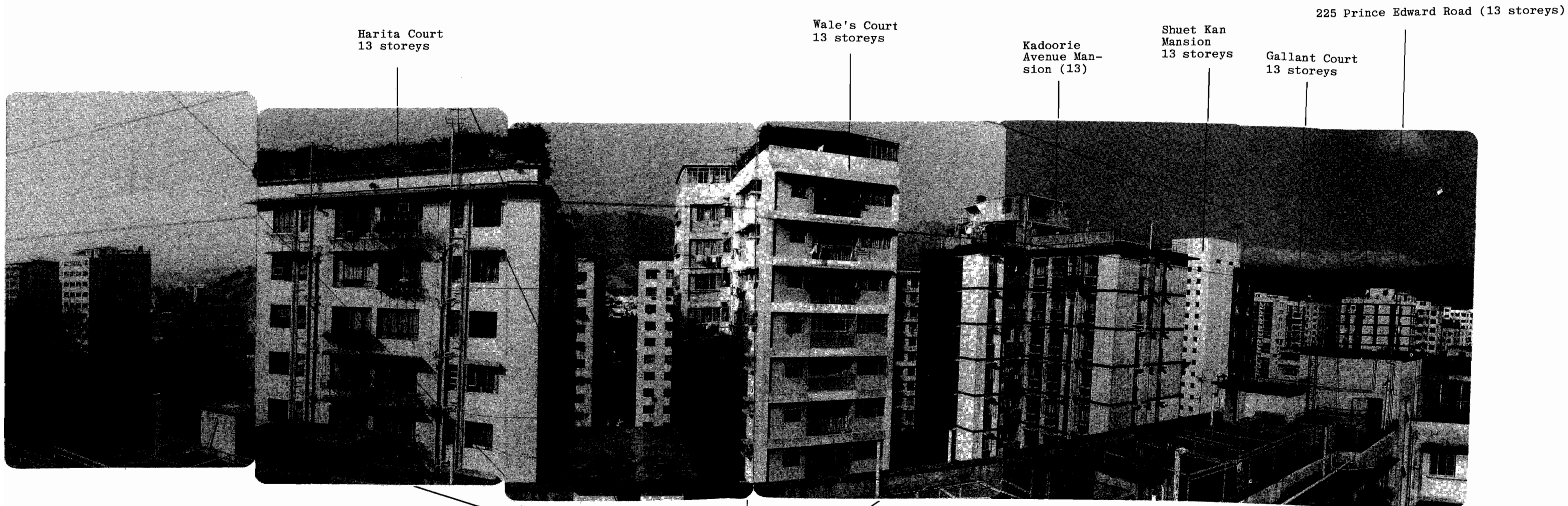
No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)



St. George's Mansion 13 storeys

In the  
Supreme  
Court of  
Hong Kong

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)



In the  
Supreme  
Court of  
Hong Kong

No. 4  
Affirmation  
of Andrew  
Lee  
King-Fun  
(Contd.)

Harita Court  
197-199 Prince  
Edward Road  
13 storeys

Wale's Court, 201-203 Prince Edward  
Road, (13 storeys)

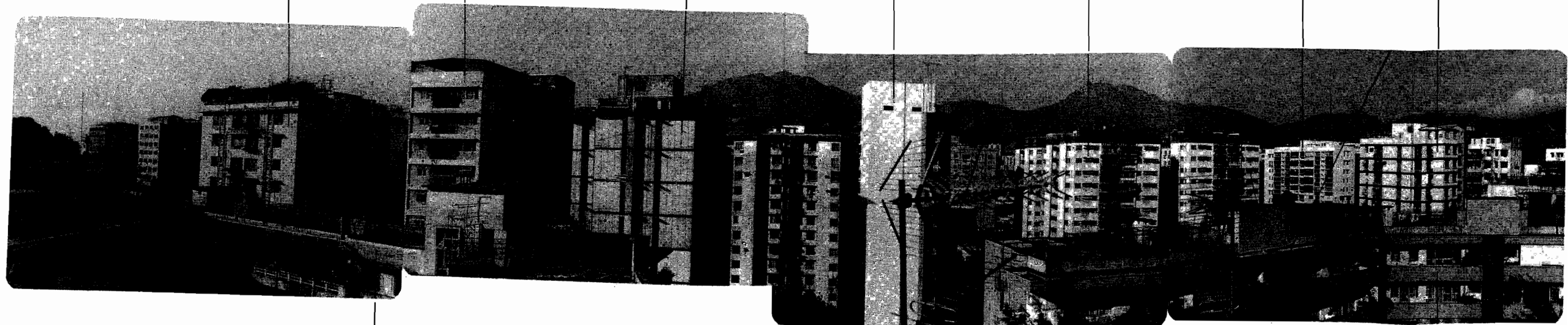
Kadoorie Ave.,  
Mansion  
13 storeys

Shuet Kan  
Mansion  
13 storeys

Oriental Garden, 236-238  
Prince Edward Road, 13 storeys

Gallant Court  
13 storeys

225 Prince Edward Road  
13 storeys



The Roof of Grand Court  
109-135 Kadoorie Avenue  
7 storeys

Hill View Apt.,  
48 Kadoorie Ave., (6 storeys)



**PART II**

IN THE SUPREME COURT OF HONG KONG  
MISCELLANEOUS PROCEEDINGS

IN THE MATTER of Kowloon Inland  
Lot No. 2657 Section Dss1, 2 and  
Remaining Portion (109-135 Kadoorie  
Avenue, Grand Court, Kowloon).

and

IN THE MATTER of Conditions of Sale  
No. 3121 in respect of Kowloon Inland 10  
Lot No. 2657 dated 16th November 1931.

BETWEEN

HANG WAH CHONG INVESTMENT  
COMPANY LIMITED

Plaintiff

and

THE ATTORNEY GENERAL

Defendant

I, DUNCAN SCOTT FLEMING of D10 Broad Acres No. 4 Broadwood  
Road, Happy Valley, Hong Kong do solemnly, sincerely and truly affirm and say as  
follows:—

1. I am a Fellow of the Royal Institute of Chartered Surveyors and a Partner in 20  
the firm of Tony Petty & Associates, Chartered Surveyors of 5th Floor, Connaught  
Building, 55 Connaught Road, Central, Hong Kong. I have been in practice as a  
Chartered Surveyor in Hong Kong since January 1966. Until May 1973 I was  
employed in the Crown Lands and Survey Office of the Hong Kong Government  
and during the period from 1970 to May 1973 I was a Senior Estate Surveyor in the  
Modification Division of the Crown Lands & Survey Office. Since May 1973 I have  
been in private practice as a Chartered Surveyor with Messrs. Tony Petty & Asso-  
ciates.
2. I am well acquainted with land development in Hong Kong as a result of my 30  
experience as a representative of The Crown Lands and Survey Office and as a  
Chartered Surveyor in private practice.
3. It is generally true to say that it has been the Government's policy to encourage 40  
redevelopment of land wherever possible. In the event of a lot being subject to  
restrictive covenants whether as to user or as to the height of permitted development,  
the Government has generally permitted modification of lease conditions to permit  
owners to maximise the development potential of their land holding. To further  
encourage redevelopment of sites, it was the Government's policy up until July 1973  
to charge only 50% of the assessed modification premium where lease conditions  
needed to be modified. In such cases the premium was calculated by assessing the  
land value of the lot with the benefit of the development permitted by the modification  
terms and deducting therefrom the value of that same lot subject to the pre-existing  
lease conditions.

4. I am familiar with the area known as Kowloon Inland Lot No. 2657 which is otherwise known as the Kadoorie Estate and I have also seen and read the particulars and conditions of sale of 16th November 1931 relating to this said Lot. I crave leave to refer to special condition 6 incorporated in the said conditions of sale which provides inter alia as follows:—

“Save as provided herein the Purchaser shall not erect on the Lot any buildings other than detached or semi-detached residential premises of European type or such other buildings of European type as the Director of Public Works may approve of, with garages and all proper outbuildings thereto.....”

10

“Save as herein provided no buildings erected on the Lot shall be used otherwise than as a private dwelling-house without the written consent of the Governor.”

5. K.I.L. 2657 has been sub-divided and extensively redeveloped. I crave leave to refer to the Affidavit of Andrew Lee King Fun dated the 24th day of June 1978 and to the plan exhibited thereto and marked “ALKF-6” which shows the present layout of K.I.L. 2657 indicating the relevant sub-divisions and certain of the premises now erected upon the lot. I crave leave to refer to the Schedule exhibited to the said Affidavit and marked “ALKF-7” which indicates the date upon which building plans for each of the premises now erected upon the lot, and indicated on “ALKF-6”, were submitted to the Building Authority; together with a description of the type of premises involved and indicating the number of storeys, number of flats, heights etc. I further crave leave to refer to the photographs exhibited to the said Affidavit and marked “ALKF-8” which are photographs of some of the premises erected on the lot.

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6. As appears from the specifications set out in the said “ALKF-7” as well as the photographs in the said “ALKF-8”, it is clear that development has been permitted of many of the premises situate on the lot to varying heights. I refer in particular to the premises known as Grand Court; Hillview Apartments; 28-34L Braga Circuit; 42 and 44 Kadoorie Avenue and St. George’s Mansions. Indeed St. George’s Mansions appears to have been built to the maximum height permitted under the Airport (Control of Obstructions) Ordinance i.e. 200 feet above Colony Principal Datum. Furthermore to the best of my knowledge information and belief, notwithstanding the terms of special condition 6 which requires that premises erected on the lot be “detached or semi-detached residential premises of European type” and “a private dwelling house”, it is clear that this has been interpreted by the Crown to include flats or blocks of flats constructed for residential occupation. So far as I am aware there has been no modification of lease conditions for the purpose of erecting blocks of flats on the lot, nor has any premium been paid to the government in respect thereof.

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40

7. Further on the question of interpretation of lease restrictions in Hong Kong, I would respectfully refer to developments recently completed on lots numbers N.K.I.L. 4607 and 4677 being No. 5 Verbena Road and No. 2 Magnolia Road, Yau Yat Chuen respectively. The restrictive covenant in the Crown Leases for these 2 properties reads as follows:—



In the  
Supreme  
Court of  
Hong Kong

No. 4  
Affirmation  
of Duncan  
Scott  
Fleming  
(Contd.)

“And that the said Lessee will not erect or allow to be erected any building or buildings on the said piece or parcel of ground except one detached or semi-detached private residence of European type (the composition of which shall be decided by the said Director) with or without a private garage and other usual outbuildings and appurtenances And will obtain the special approval of the said Director to the design disposition and height of any building erected or to be erected on the said piece or parcel of ground and in no case will the height of any such building exceed 35 feet.”

To the best of my knowledge information and belief no modification of this restrictive covenant has been required by the Crown and the 2 lots have both been developed by the erection there on of blocks of residential flats. No. 5 Verbena Road comprises a block of 12 flats in a building of 3 storeys over car ports. No. 2 Magnolia Road comprises 15 in a building of four storeys. 10

8. Accordingly it would seem quite clear that both in respect of K.I.L. 2657 as well as other lots, the Director of Public Works has approved generally of the erection of blocks of flats for residential purposes on the lots in question notwithstanding the existence of a limitation that the premises be “detached or semi-detached residential premises of European type” and “a private dwelling house”.

And lastly, I do solemnly, sincerely and truly affirm and say that the contents of this my affirmation are true. 20

Affirmed at the Courts of Justice,  
Victoria, Hong Kong this 24th day } Sd. Duncan Scott Fleming  
of June, 1978.

Before me,  
Sd. Kwok Sau Lin  
Commissioner for Oaths

(This affirmation is filed on behalf of the Plaintiff)

IN THE SUPREME COURT OF HONG KONG  
MISCELLANEOUS PROCEEDINGS

IN THE MATTER of Kowloon Inland  
Lot No. 2657 Section Dss.1, 2 and  
Remaining Portion (109-135 Kadoorie  
Avenue, Grand Court, Kowloon.)

and  
IN THE MATTER of Conditions of Sale  
No. 3121 in respect of Kowloon  
Inland Lot No. 2657 dated 16th  
November 1931. 10

BETWEEN

HANG WAH CHONG INVESTMENT  
COMPANY LIMITED

Plaintiff

and

THE ATTORNEY GENERAL

Defendant

I, ANDREW LEE KING-FUN of Flat 15B, 41 Repulse Bay Road, Hong  
Kong do solemnly, sincerely and truly affirm and say as follows:—

1. I beg to refer to my earlier Affirmation affirmed in this matter dated the 24th 20  
of June 1978.

2. Paragraph 3 of my said Affirmation has been brought to my attention by  
Messrs. Deacons, Solicitors. It unfortunately contains an error of fact. Whereas I  
have affirmed that as appears from "ALKF-1" the Plaintiff is desirous of replacing  
the existing building now known as Grand Court with 3 blocks each of 12 storeys  
with 3 flats per storey comprising in all 108 flats, this is not the case. "ALKF-1"  
contains plans for the erection of 4 blocks, A, B, C, and D. Block A will consist  
of a ground floor containing 4 flats, 15 storeys containing 4 flats per storey and 2  
storeys containing 4 duplexes. Blocks B and C will each consist of a ground floor  
containing 3 flats, 15 storeys containing 3 flats per storey and 2 storeys containing 30  
3 duplexes. Block D will consist of 12 storeys containing 3 flats per storey and 2  
storeys containing 3 duplexes. The proposed re-development will comprise a total  
of 209 flats and duplexes.

AND lastly, I do solemnly, sincerely and truly affirm and say that the contents  
of this my affirmation are true.

AFFIRMED at the Courts of  
Justice, Victoria, Hong Kong  
this 15th day of July 1978.

} Sd. Andrew Lee

Before me,

Sd. K. K. Lai  
Commissioner for Oaths

40

(This Affirmation is filed on behalf of the Plaintiff).

IN THE SUPREME COURT OF HONG KONG  
MISCELLANEOUS PROCEEDINGS

IN THE MATTER of Kowloon Inland Lot  
No. 2657 Section D, Subsections 1 and 2 and Remaining  
Portion (109-135 Kadoorie Avenue, Grand Court, Kowloon)  
and

IN THE MATTER of Conditions of Sale No. 3121  
in respect of Kowloon Inland Lot No. 2657  
dated 16th November 1931.

10

BETWEEN

HANG WAH CHONG INVESTMENT  
COMPANY LIMITED

Plaintiff

and

THE ATTORNEY GENERAL

Defendant

**AFFIDAVIT IN REPLY**

I, Robert Douglas Pope of Hong Kong Chief Estate Surveyor make oath  
and say as follows:—

1. I am the Chief Estate Surveyor of the Government Property Management & Modification Division of the Crown Lands and Survey Office and am duly authorised by the Defendant as the Plaintiff's Landlord of the said premises and as representing the Director of Public Works to make this affidavit on his behalf. 20
2. I have received and read the Originating Summons and Affidavit of CHAN LAI filed herein.
3. Paragraphs 2 to 17 inclusive the said Affidavit of CHAN LAI truly and accurately reflect the title position as recorded in the Land Office and that the Plaintiff holds the property subject to the Conditions of Sale No. 3121 dated 16th November 1931.
4. I crave leave to refer to paragraph 3 of the affidavit of ANDREW LEE KING FUN filed herein. Therein it is stated that "the Plaintiff is desirous of replacing the existing building now known as 'Grand Court' with 3 blocks each of 12 storeys with 3 flats per storey comprising in all 108 flats." The approval given was for 3 blocks of 17 storeys and 1 block of 14 storeys over 2 storeys of car-park. 30
5. While the Plaintiff seeks a declaration that no approval is required to permit such redevelopment to proceed it is contended by the Defendant that such redevelopment is not permitted under Conditions of Sale No. 3121 dated the 16th November 1931 under which the said premises are held from the Crown unless the approval of the Director of Public Works thereto is first obtained.

6. It is contended that the relevant Special Conditions of the said Conditions of Sale are Special Conditions Nos. 6, 7 and 8 which provide as follows:—

“6. Save as provided herein the Purchaser shall not erect on the Lot any buildings other than detached or semi-detached residential premises of European type or such other buildings of European type as the Director of Public Works may approve of, with garages and all proper outbuildings thereto: Provided that, subject to the provisions of Special Conditions 7 and 8, the Purchaser shall be at liberty to erect flats, with or without shops or self-contained garages on the ground floor, fronting to Argyle Street and Waterloo Road on that part of the Lot hatched red on the sale plan and having a frontage of approximately 350 feet to Argyle Street and approximately 125 feet to Waterloo Road. 10

Save as herein provided no buildings erected on the Lot shall be used otherwise than as a private dwelling-house without the written consent of the Governor.

7. The design of the exterior elevations plans height and disposition of any buildings to be erected on the Lot shall be subject to the special approval of the Director of Public Works and no buildings shall be erected on the Lot save in accordance with such approval.

8. The Purchaser shall not without the written consent of the Governor erect any building whatsoever within 20 feet of Argyle Street or Waterloo Road.” 20

It is contended that, upon a true interpretation and taken together, these Special Conditions have the following effect:

- (1) that the design, height and disposition of any building to be erected on the said premises shall be subject to the special approval of the Director of Public Works;
- (2) that the Plaintiff is precluded from erecting on the said premises any buildings other than “detached or semi-detached residential premises of European type or such other buildings of European type as the Director of Public Works may approve”; 30
- (3) that the Plaintiff is precluded from erecting flats on the said premises except on that part of the original lot shown hatched red on the sale plan attached to the Conditions of Sale, which part of the original lot does not comprise the said premises or any part thereof; and
- (4) that the Plaintiff is precluded from using any building that is erected on the said premises otherwise than as “a private dwelling house” without the written consent of the Governor.

7. The Director of Public Works, having carefully considered the application of the Plaintiff, is prepared to exercise the discretion conferred upon him under the Conditions of Sale so as to permit the redevelopment of the said premises to the 40

same height and coverage as, but no greater than, that permitted by him in his letter of the 31st December 1953 when the six-storey block of flats now standing on the said premises was erected, being at a roof height of 118 feet above Principal Datum or six storeys over one storey of carports whichever is the lower. Copies of the Director's said letter approving the existing development dated 31st December 1953, and of the Registrar General's letter dated the 15th day of November 1977 on behalf of the said Director to the Plaintiff's solicitors disapproving the redevelopment now proposed are attached hereto and marked "RDP 1" and "RDP 2" respectively.

8. By Section 12(2)(b) of the Building Ordinance (Cap. 123) the approval of the building plans by the Building Authority for the redevelopment now proposed by the Plaintiff on the said premises does not operate to waive any of the terms of the Conditions of Sale under which the said premises are held from the Crown. 10

9. It is contended by the Defendant that the Director of Public Works has an absolute and unfettered discretion under the Conditions of Sale to approve or disapprove, inter alia, the height of any building to be erected on the said premises, and that the Governor has an absolute and unfettered discretion to approve or disapprove the use of any such building for a purpose other than as a private dwelling house.

10. The Plaintiff seeks a declaration that upon a true construction of Special Condition 6 in the Conditions of Sale No. 3121 of 16th November 1931 the expressions 'detached or semi-detached residential premises of European type' and 'a private dwelling house' include flats or blocks of flats constructed or to be constructed upon the said premises for residential occupation only. It is contended that in common English usage of these words, flats or blocks of flats are excluded. This is particularly so having regard to the proviso in the said Special Condition 6 which specifically only permits flats on a certain specified part of the Lot. 20

11. It is contended by the Defendant that the approval of the existing six-storey building on the said premises contained in the Director of Public Works' said letter of the 31st December 1953 was given pursuant to Special Condition 6 and/or 7 under the Conditions of Sale and that in no way have the restrictions imposed by the Conditions of Sale been abrogated or removed in any way. 30

SWORN at the Courts of Justice,  
Victoria, Hong Kong, the 17th } (Sd.) R. D. Pope  
day of July 1978.

Before me,  
(Sd.) N. J. Barnett  
Commissioner for Oaths.

This affidavit is filed by the Attorney General.

In the  
Supreme  
Court of  
Hong Kong

BC/KIL 2657.

31st Dec., 53.

No. 7  
Affidavit  
in Reply  
of Robert  
Douglas  
Pope  
(Contd.)

Gentlemen,

“RDP 1”

**K.I.L. 2657.**

In reply to your letter of the 9th December, 1953, I am instructed to inform you that the Director of Public Works is prepared to approve the erection of buildings on sites nos. 16, 17, 18 and 19 of the above lot with roofs at a level not higher than the roof level of Hillview Apartments.

It is noted that the present owners have no objection to buildings of this height. 10

Yours faithfully,  
Sd. Illegible  
pro Building Authority.

Messrs. P. C. Woo & Co.,  
Bank of East Asia Building,  
(First Floor),  
Hong Kong.

c.c. S.C.L. & S.  
JHB: LB

This is the exhibit marked “RDP 1” referred to in the affidavit of ROBERT DOUGLAS POPE affirmed before me this 17th day of July 1978. 20

Sd. N. J. Barnett  
Commissioner for Oaths.

In the Supreme Court of Hong Kong L.O. 75/272/73  
OKTL:RAP:DT H:76/17895

15th November, 1977.

No. 7  
Affidavit  
in Reply  
of Robert  
Douglas  
Pope  
(Contd.)  
Messrs Deacons,  
Solicitors & Notaries,  
1418, Tung Ying Building,  
Nathan Road,  
Kowloon.

Dear Sirs,

**Re: K.I.L. 2657 s.D ss.1 ss.2 & R.P.  
(109-135 Kadoorie Ave., Grand Court)**

10

I refer to the correspondence between us resting with your letter of the 9th August 1977 and have now to advise that the Director of Public Works is not prepared to exercise his discretion under the Conditions of Sale to permit the redevelopment of the above property with any building higher than that which was approved by his letter of the 31st December 1953, that is to say, higher than the existing block of flats known as Grand Court.

Yours faithfully,

(Noel M. Gleeson)  
p. Registrar General  
(Land Officer)

20

This is the exhibit marked "RDP 2" referred to in the affidavit of ROBERT DOUGLAS POPE affirmed before me this 17th day of July 1978.

Sd. N. J. Barnett  
Commissioner for Oaths.

In the  
Supreme  
Court of  
Hong Kong

IN THE SUPREME COURT OF HONG KONG  
MISCELLANEOUS PROCEEDINGS

No. 8  
Further  
Affirmation  
of Chan Lai

IN THE MATTER of Kowloon Inland  
Lot No. 2657 Section Dss.1, 2 and  
Remaining Portion (109-135 Kadoorie  
Avenue, Grand Court, Kowloon)

and  
IN THE MATTER of Conditions of Sale  
No. 3121 in respect of Kowloon Inland  
Lot No. 2657 dated 16th November 1931.

10

BETWEEN

HANG WAH CHONG INVESTMENT  
COMPANY LIMITED

Plaintiff

and

THE ATTORNEY GENERAL

Defendant

I, CHAN LAI of Room 401 Hang Seng Bank Building, 77 Des Voeux Road, Central, Hong Kong do solemnly, sincerely and truly affirm and say as follows:—

1. I beg to refer to my earlier Affirmation affirmed in this matter dated the 24th day of February 1978.
2. To the best of my knowledge and belief Grand Court has been occupied and used as an apartment block since 1955. Subsequently there has been no interference or adverse comment from the Government, or any of its departments, concerning such use. 20
3. To the best of my knowledge and belief the valuation for rating purposes of Grand Court has been made on the basis that Grand Court is an apartment block and is used as such, and Grand Court has been assessed on that basis since it was built.
4. I have had prepared a list of the current tenants of Grand Court and the same is now shown and produced to me and marked "CL15". I have underlined in red the name Colonial Treasurer Incorporated. It is my belief that the said Colonial Treasurer Incorporated is a body representing the Government for the purposes of securing tenancies for Government Employees. Colonial Treasurer Incorporated is the tenant of 33 of the total of 86 Flats. 30
5. I have been concerned with the redevelopment of Inland Lot No. 8311, otherwise known as Dragon Terrace. Under the Particulars and Conditions of Exchange by which Dragon Terrace was acquired from the Crown certain Special Conditions were imposed. There is now produced and shown to me marked "CL16" a true copy of those Special Conditions.
6. There is further produced and shown to me marked "CL17" a true copy of



In the  
Supreme  
Court of  
Hong Kong

a letter dated the 7th September 1976 from the Building Authority to Mr. Stephen T. T. Ho, Architect of the said re-development.

No. 8  
Further  
Affirmation  
of Chan Lai  
(Contd.)

7. In my opinion the said "CL17" indicates the practice of the Building Authority in contemporaneous instances in respect of the manner in which applications for approval of redevelopment proposals where the premises involved are subject to Special Conditions and approvals are handled.

And lastly, I do solemnly, sincerely and truly affirm and say that the contents of this my affirmation are true.

AFFIRMED at Courts of Justice,  
Hong Kong this 28th day of  
July, 1978.

} Sd. CHAN LAI

10

Before me.  
YUAN I Tseng  
Commissioner for Oaths  
JUDICIARY  
(This affirmation is filed on behalf of the Plaintiff)

In the  
Supreme  
Court of  
Hong Kong

No. 8  
Further  
Affirmation  
of Chan Lai  
(Contd.)

1977, No. 773

IN THE SUPREME COURT OF HONG KONG  
MISCELLANEOUS PROCEEDINGS

IN THE MATTER of Kowloon Inland Lot  
No. 2657 Section Dss1, 2 and Remaining  
Portion (109-135 Kadoorie Avenue,  
Grand Court, Kowloon).

and

IN THE MATTER of Conditions of  
Sale No. 3121 in respect of Kowloon  
Inland Lot No. 2657 dated  
16th November, 1931.

10

BETWEEN

HANG WAH CHONG INVESTMENT  
COMPANY LIMITED

Plaintiff

and

THE ATTORNEY GENERAL

Defendant

This Exhibit referred to the Affirmation of Chan Lai filed therein on the  
28th day of July, 1978.

Exhibit Marked  
"CL15"  
"CL16"  
"CL17"

Consist of pages  
Three (3) pages  
Six (6) pages  
Two (2) pages

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DEACONS,  
Solicitors &c.,  
Hong Kong.

In the  
Supreme  
Court of  
Hong Kong  
  
No. 8  
Further  
Affirmation  
of Chan Lai  
(Contd.)

LOCATION	NAME OF TENANTS	
Flat No. 109-1	Mr. Chan Yan Kin, Philip	(Inc.) (A4)
109-2	Colonial Treasurer Incorporated	(2)
109-3	Mr. David Yung	(Inc.) (3)
109-4		(A12)
109-5	Mr. R. E. Mayne	(A3)
109-6	Mr. F. D. Roome	(Inc.) (B16)
111-1	Miss Linda Kaur	
111-2	Mr. Michael Robert Daniel Bunting	
111-3	Illegible	
111-4	Captain Gordon B. Hughes	(Inc.) (17)
111-5	Mr. Chan Chun Wing, Terence	(Inc.) (B18)
111-6	Lufthansa German Airlines	(Inc.) (5)
113-1	Colonial Treasurer Incorporated	
113-2	Mr. Roy E. Olsson	
113-3	Mr. Shek Shih Yueh	(8, B34)
113-4	Mr. Morris Birndaum	(Inc.) (B22)
113-5	Mrs. Elanna Chow	(Inc.) (A2)
113-6	Mr. Chow Chi Lap	(A1)
115-1	Mr. R. N. Richards	(A5, A6)
115-2	China Light & Power Co., Ltd.	(A8)
115-3	Mr. Wang Ning	(Inc.) (A11)
115-4	Colonial Treasurer Incorporated	(A6A)
115-5	Colonial Treasurer Incorporated	(1)
115-6	Colonial Treasurer Incorporated	(B33)
117-1	Mrs. Angela Martin	(15)
117-2	Miss Cheung Man Yee	
117-3	Mrs. Kim Choi Sun-AE	(A12)
117-4	Colonial Treasurer Incorporated	
117-5	Colonial Treasurer Incorporated	(A13)
117-6	Colonial Treasurer Incorporated	
119-1	Kumagai Gumi Co., Ltd. (H. K. Branch)	
119-2	Colonial Treasurer Incorporated	(A9)
119-3	Mr. Esther Huang	(A7, 14)
119-4	Colonial Treasurer Incorporated	(A10)
119-5	Colonial Treasurer Incorporated	(A12A)
119-6	Colonial Treasurer Incorporated	(A15)
121-1	Colonial Treasurer Incorporated	(6)
121-2	China Light & Power Co., Ltd.	(B15)
121-3	Colonial Treasurer Incorporated	(9)
121-4	H. L. K. Services, Ltd.	
121-5	Colonial Treasurer Incorporated	(11)
121-6	Mr. E. H. Narain	
123-1	Colonial Treasurer Incorporated	(B19)
123-2	Colonial Treasurer Incorporated	(B17)
123-3	Colonial Treasurer Incorporated	(B20)
123-4	Colonial Treasurer Incorporated	(B30)
123-5	Mr. H. Turner	
123-6	Colonial Treasurer Incorporated	(B29)

In the  
Supreme  
Court of  
Hong Kong

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Further  
Affirmation  
of Chan Lai  
(Contd.)

LOCATION	NAME OF TENANTS	
Flat No. 125-1	Colonial Treasurer Incorporated	(B21)
125-2	The Travel Advisers Ltd. Inc.	(B21, B27)
125-3	Colonial Treasurer Incorporated	(B14A)
125-4	Colonial Treasurer Incorporated	
125-5	China Light & Power Co., Ltd.	
125-6	Colonial Treasurer Incorporated	
127-1	Colonial Treasurer Incorporated	(B10A)
127-2	Colonial Treasurer Incorporated	(B10)
127-3		10
127-4	Yale Industrial Ltd.	(Inc.) (B28)
127-5	Kumagai Gumi (Hong Kong) Ltd.	(Inc.) (B5)
127-6	Air-India	
127-B	Mr. Alistair McIntosh	
129-1	China Light & Power Co., Ltd.	(Inc.) (B35)
129-2	Lai Yuen Enterprise Co., Ltd.	(Inc.) (B11)
129-3	China Light & Power Co., Ltd.	(Inc.) (B12)
129-4	Mr. Ross H. Munro	Vacant 31/7/78
129-5	Colonial Treasurer Incorporated	(B23)
129-6	Colonial Treasurer Incorporated	(B31A)
131-1	Wing Cheong Trading Co.	(4)
131-2	Miss S. Park	(B31B)
131-3	Colonial Treasurer Incorporated	(A14)
131-4	Colonial Treasurer Incorporated	(B32A) (B32P)
131-5	Colonial Treasurer Incorporated	
131-6	Colonial Treasurer Incorporated	(7)
131-B	Mr. A. F. Sutcliffe	(B8)
133-1	Tops Optical Co., Ltd.	(16, B13, B2)
133-2	Mr. Lynn T. White III	Vacant 12/7/78
133-3	Mr. Brian George Hughes	(Inc.) (B26)
133-4	Emsco Corporation Ltd.	(12)
133-5	Bollore & Co., Ltd.	(B9)
133-6	Mr. Kwok Chiu	(B3)
135-1	Mr. Yang Ming Sing, Maxim	
135-2	Air-India	(B4)
135-3	China Light & Power Co., Ltd.	(Inc.) (10)
135-4	Air-India	
135-5	Air-India	
135-6	Colonial Treasurer Incorporated	(B1)
		40

This is the exhibit marked "CL15"  
referred to in the Affirmation of Chan Lai  
Affirmed before me this 28th day of July 1978  
YUAN I Tseng  
A Commissioner for oaths

## SPECIAL CONDITIONS

- (1) The grantee shall at his own expense surrender to the Crown the old lots described in the Second Schedule hereto together with all rights of way and other rights and easements, if any, used and enjoyed therewith, to the satisfaction of the Land Officer contemporaneously with the execution of these Conditions.
- (2) The grantee shall pay to the Government on demand the sum of \$923,600 being the premium stated in the First Schedule hereto.
- (3) Every assignment, mortgage, charge, underletting or other alienation of the lot or any part thereof or any interest therein shall be registered at the Land Office.
- (4) The lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for private residential purposes. 10
- (5)
  - (a) The areas shown coloured green on the plan annexed hereto shall be formed by the grantee at his own expense and to the satisfaction of the Director of Public Works and shall be retained by Government on completion.
  - (b) The grantee shall form the areas shown coloured green on the plan annexed hereto, or any portion thereof, within Twelve (12) months from the date of a letter from the Director of Public Works requiring him to carry out the said formation work.
  - (c) The method and sequence of the formation of the areas shown coloured green on the plan annexed hereto, or any portion thereof, and all necessary temporary and permanent protective and storm-water drainage works shall be subject to the approval of the Director of Public Works. 20
  - (d) In the event of non-fulfilment of any of the formation works aforesaid within the prescribed period or in accordance with the method and sequence approved as aforesaid, the Government may carry out the work at the cost of the grantee, who shall pay to the Government on demand a sum equal to the cost thereof.
- (6) For the purposes of formation only the grantee shall, be granted possession of the areas shown coloured green on the plan annexed hereto, or any portion thereof, on such date or dates as shall be specified by the Director of Public Works. Possession of the said areas, or any portion thereof shall be re-delivered on demand and in any event shall be deemed to have been re-delivered to the Government by the grantee on the date of a letter from the Director of Public Works indicating either that the formation work has been completed, or that the General and Special Conditions have been complied with to his satisfaction. 30
- (7) The grantee shall not without the prior written consent of the Director of Public Works use the areas shown coloured green on the plan annexed hereto for the purpose of storage or for the erection of any temporary structure.

(8) The grantee shall not cut away, remove or set back any land adjoining the lot except with the prior written consent of the Director of Public Works.

(9) Where any cutting away, removal or setting back of adjacent or nearby hillside or banks or any building up or filling in is required for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof, the grantee shall construct or bear the cost of the construction of such retaining walls or other support as shall or may then or at any time thereafter be necessary to protect and support such hillside and banks and the lot itself and to obviate and prevent any falling away, landslip or subsidence occurring thereafter, and shall at all times maintain the said retaining walls or other support in good and substantial repair and condition. In the event of any landslip, subsidence or falling away occurring at any time whether in or from the adjacent hillside or banks whether the same be Crown or leased land, or in or from the lot itself, the grantee shall at his own expense reinstate and make good the same and shall indemnify the Government from and against all costs, charges, damages, demands, and claims whatsoever which shall or may be made, suffered or incurred through or by reason thereof. In addition to any other rights or remedies herein provided for breach of any of the conditions hereof the Director of Public Works shall be entitled by a notice in writing to call upon the grantee or carry out such construction and/or maintenance or to reinstate and make good any falling away, landslip or subsidence, and if the grantee shall neglect or fail to comply with such notice within the period specified therein the said Director may forthwith execute and carry out the work and the grantee shall on demand repay to the Government the cost thereof.

(10) In the event of spoil or debris from the site or from other areas affected by any development of the lot being eroded and washed down on to public lanes or roads or into road-culverts, sewers, storm-water drains or nullahs or other Government properties, the grantee shall be held responsible and shall pay to the Government on demand the cost of removal of the spoil and debris from or of damage to the public lanes or roads or road-culverts, sewers, storm-water drains or nullahs or other Government properties. The grantee shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion and washing down.

(11) No earth, debris, spoil of whatsoever nature, or building materials shall be dumped on any adjoining Crown land.

(12) The grantee shall pay to the Government on demand the cost of removing, diverting and reinstating elsewhere as may be required any footpaths, drains, sewers, nullahs, water courses, pipes, cables, wires, utility services or any other works or installations on the lot or on areas adjacent thereto which the Director of Public Works may consider it necessary to remove, divert or reinstate upon any development thereof.

(13) The design and disposition of any building to be erected on the lot shall be subject to the approval in writing of the Director of Public Works.

(14) Upon development or redevelopment of the lot or any part thereof, the building or buildings erected or to be erected shall in all respects comply with the Buildings

Ordinance, any regulations made thereunder and any amending legislation.

(15) The lot shall not be sub-divided by assignment, deed of partition or otherwise in such a way as to create or leave any part of it with a roofed-over area in excess of the coverage limitations stated in the Buildings Ordinance, any regulations made thereunder and any amending legislation as applied to the area of such part.

(16) Space shall be provided within the lot to the satisfaction of the Director of Public Works for the parking of motor vehicles at the rate of not less than one car per flat. Car ports under the building or buildings will be permitted. The space so provided shall not be used other than for the purpose of parking private motor vehicles belonging to the residents of the building or buildings to be erected on the lot. 10

(17) Car ports under the building or buildings at or above ground level will be permitted and any storey designed and used solely for this purpose will not be regarded as a storey for the purpose of calculating coverage limitations.

(18) A lay-out plan indicating the parking spaces or car ports or all or any of them to be provided within the lot in accordance with Special Condition No. (16) and approved by the Building Authority, or a copy of such plan certified by an authorized architect, shall be registered by the grantee by memorial in the Land Office. No transaction affecting the lot or any part thereof or any building or part of any building erected or to be erected thereon shall be entered into prior to such registration. The parking spaces or car ports or all or any of them indicated on the said approved plan shall not be used for any purpose other than the purposes set out in Special Condition No. (16). The grantee shall maintain the parking spaces or car ports or all or any of them in accordance with the said approved plan and shall not alter the layout except with the prior written consent of the Director of Public Works. 20

(19) No part of any structure to be erected on the lot shall exceed a height of three hundred and eighty one and one half (381.5) feet above the Colony Principal Datum.

(20) The grantee shall at his own expense and to the satisfaction of the Director of Public Works form with approved materials so that building traffic may be carried thereon the portions of future public road shown coloured green on the plan annexed hereto and shall thereafter maintain such portions in good condition until the lot has been developed in accordance with these conditions. 30

(21) The grantee shall pay to the Government on demand any sum which the Director of Public Works shall certify to be the cost of making good any damage done to adjoining public roads by the grantee, his contractors or sub-contractors or his or their workmen or vehicles or by any spoil from the lot.

(22) No materials shall be dumped or stored, nor shall any work be carried out within the boundaries of a public road or way without the prior written consent of the Director of Public Works.

(23) The grantee shall construct, realign and maintain at his own expense and to the satisfaction of the Director of Public Works such drains and channels, whether 40

within the boundaries of the lot or on Crown land, as the said Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or storm-water drain all storm-water or rain-water falling or flowing on the lot, and the grantee shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.

(24) Any damage or obstruction caused by the grantee, his servants or agents to any nullah, sewer, storm-water drain, watermain or other Government properties within or adjoining the lot shall be made good by the Government at the cost of the grantee, and the amount due in respect thereof shall be paid on demand to the Government by the grantee. 10

(25) The grantee shall pay to the Government on demand the cost of connecting any drains and sewers from the lot to the Government storm-water drains and sewers when laid. Such works shall be carried out by the Director of Public Works, who shall incur no liability to the grantee in respect thereof.

(26) Any foundations to be constructed near or adjoining any sewer, storm-water drain or nullah within or adjoining the lot shall comply with the requirements of the Director of Public Works.

(27) The drainage of any building erected on the lot shall be effected as may be required by the Director of Public Works, and the grantee shall make all arrangements at his own expense and to the satisfaction of the said Director for the treatment and disposal of foul or contaminated water by the construction of suitable works either within the lot or on Crown land or otherwise and on such terms as the said Director shall require, and the grantee shall be solely liable for any damage or nuisance caused thereby. 20

(28) The Government does not undertake to provide facilities for flush drainage and gives no guarantee that such facilities will become available.

(29) A filtered water supply from Government mains will be given on the usual terms and subject to the provisions of the Waterworks Ordinance or any enactment amending or replacing the same, but no guarantee is given that any water that is supplied will be continuously available. 30

(30) A salt water supply from Government mains will be given for flushing purposes, and the grantee will be required to accept this supply and to install plumbing capable of withstanding the corrosive effect of salt water. If a salt water supply is not available when required, a temporary mains water supply will be provided for flushing purposes. The temporary fresh water if required, and the ultimate salt water supply, will be given on the usual terms and subject to the provisions of the Waterworks Ordinance or any enactment amending or replacing it.

(31) Except with the prior written consent of the Water Authority, no fresh or salt water from Government mains shall be used for any air-conditioning purpose. 40

(32) The grantee shall not interfere with any watermain or pipe within or adjoining



In the  
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(Contd.)

the lot without the prior written consent of the Water Authority. Such consent will not be given until any necessary diversion of any such watermain or pipe has been completed. Any diversion shall be carried out by the said Authority, and the grantee shall pay to the Government on demand \$1,000 in respect thereof.

(33) The grantee shall have no right of ingress and egress to or from the lot for the passage of motor vehicles except between the points marked X and Y on the plan annexed hereto.

(34) The vehicular access to the lot shall comply with the Buildings (Private Streets and Access Road) Regulations.

(35) The grantee shall not install or use or cause or permit or suffer to be installed or used on the lot or any part thereof or in any building or part of any building erected thereon any apparatus, appliance, wiring, lighting or other equipment of any kind whatsoever (hereinafter called "electrical equipment") generating or conducting or supplied or operated by electricity which is used or intended or designed to be used for industrial or commercial purposes. 10

(36) The lot is granted with the benefit of a free and uninterrupted right for the grantee his tenants servants visitors workmen and other persons authorized by him in that behalf from time to time and at all times during the continuance of this demise for all purposes connected with the proper use and enjoyment of the lot to pass and repass on along over by and through such portions of neighbouring lots as are shown coloured yellow on the plan annexed hereto. 20

(37) There is reserved to Her said Majesty and other lessees of neighbouring lots licenced by her their tenants servants visitors workmen and other persons authorised by them in that behalf a free and uninterrupted right of way from time to time and at all times during the continuance of this demise for all purposes connected with the proper use and enjoyment of such neighbouring lots to pass and repass on along over by and through such portion of the lot as is shown coloured pink cross-hatched black on the plan annexed hereto.

L.S.O. 333/HLT/61

This is the exhibit marked "CL16"  
referred to in the Affirmation  
of Chan Lai  
Affirmed before me this 28th day  
of July, 1978  
YUAN I Tseng  
A Commissioner for oaths

30

In the  
Supreme  
Court of  
Hong Kong

No. 8  
Further  
Affirmation  
of Chan Lai  
(Contd.)

Mr. Stephen T. T. Ho,  
1502 Hang Sang Bank Building,  
77 Des Voeux Road Central,  
Hong Kong.

Office of the Building Authority,  
Public Works Department,  
Murray Building, 8th-10th floors,  
Garden Road,  
Hong Kong.

7 September, 1976. 10

**3-4, 11-16, Dragon Terrace — I.L. 8311**

Dear Sir,

I refer to your application dated 12th July, 1976 for approval of proposals.

It is the usual practice in the Buildings Ordinance Office for all submissions to be checked carefully to ensure that contraventions of the Buildings Ordinance and Regulations are not present and that from other aspects where the public interest is involved, the proposals are viable. However, the pressure of work in the Buildings Ordinance Office is such that this usual practice cannot be followed without most serious delay continuing to affect all submissions to the B.O.O. Therefore, your application has been checked on the basis of certain elementary checks only but this elementary checking has disclosed that 20

and your proposal therefore is disapproved.

This curtailment of the usual range of checks emphasizes your duties and responsibilities as Authorised Person and I must stress the importance the Building Authority attaches to the proper assumption of responsibility by Authorised Persons. It is self-evident that any alteration to a building during erection or on completion, costs money and causes delays. Where the Building Authority is of the opinion that an Authorised Person has failed in his duty appropriate action will be taken.

Please ensure, therefore, that a re-submission complies fully with the Buildings Ordinance and Regulations, and that all relevant information is attached. 30

(Please see overleaf)

In the  
Supreme  
Court of  
Hong Kong

c.c. Kam Luen Investment Co. Ltd.  
401, Hang Seng Bank Bldg.,  
77 Des Voeux Road C.,  
Hong Kong.

No. 8  
Further  
Affirmation  
of Chan Lai  
(Contd.)

LKH/ch  
C.L. & S.O.

Yours faithfully,

(D. W. Cockram)  
pro Building Authority

S.L. 8

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This is the exhibit marked "CL17"  
referred to in the Affirmation  
of Chan Lai  
Affirmed before me this 28th day of July 1978  
Sd. Yuan I. Tseng

- a) A certificate from the Director of Fire Services has not been submitted. Section 16 (1) (b), Buildings Ordinance.
  - b) Form 11A has not been submitted. Building (Administration) Regulation
  - c) Site area is incorrect. The area to be formed under the lease condition has not been shown on plans. Building (Administration) Regulation 7.
  - d) The watchman's room and lavatory at car park '1' and staircases 7 & 10, liftways and halls at car parks '1' to '7' should be included in the gross floor area calculations. Building (Planning) Regulations 21 & 23.
  - e) A Form 29 is required for:
    - (i) the canopy at car park '2' level,
    - (ii) street shadow area as shown to fall beyond the width of the sheet.
- Section 31 of the Buildings Ordinance and Building (Planning) Regulation 1.
- f) A portion of I.L. 3656 has been included in your site which is not covered by your Form 9. Building (Administration) Regulation 7.

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The right-of-way as shown on Drawing Nos. G3, G4, G5 and G6 is not acceptable by the Crown Lands and Survey Office as in accordance with Special Condition (37). Comments regarding any modifications of the Buildings Ordinance and Regulations mark thereunder are reserved pending clarification of this point.

*This matter which drastically affects your proposals should be resolved with The Crown Lands and Survey Office prior to re-submission.* 20

Special Condition (33) restricts vehicular access to the frontage between points X and Y in Dragon Terrace. The right-of-way lies outside these points and its junction with Dragon Terrace is obstructed only with 6" diameter posts which could easily be removed. Please consult Crown Lands & Survey Office in this connection.

Special Approval as required under Special Condition (13) has not been considered at this stage.

Your attention is drawn to Section 14 (2) of the Buildings Ordinance.

Your plans are returned herewith.

IN THE SUPREME COURT OF HONG KONG  
MISCELLANEOUS PROCEEDINGS

IN THE MATTER of Kowloon Inland Lot  
No. 2657 Section Dss1, 2 and Remaining  
Portion (109-135 Kadoorie Avenue,  
Grand Court, Kowloon).

and

IN THE MATTER of Conditions of Sale  
No. 3121 in respect of Kowloon Inland  
Lot No. 2657 dated 16th November 1931.

10

BETWEEN

HANG WAH CHONG INVESTMENT  
COMPANY LIMITED

Plaintiff

and

THE ATTORNEY GENERAL

Defendant

I, CHAN LAI of Room 401 Hang Seng Bank Building, 77 Des Voeux Road,  
Central, Hong Kong do solemnly, sincerely and truly affirm and say as follows:—

1. I beg to refer to my earlier Affirmations affirmed in this matter dated the 24th  
of February 1978 and the 28th of July 1978.

20

2. I have been concerned with the redevelopment of Rural Building Lot No.  
407, No. 41 Repulse Bay Road (hereinafter called "No. 41 Repulse Bay Road").

3. There is now produced and shown to me marked "CL-18" a true copy of the  
Special Conditions of Sale imposed upon No. 41 Repulse Bay Road.

4. Subsequent to the acquisition of No. 41 Repulse Bay Road the Crown Lands  
and Survey Office were approached with a view to ascertaining whether consent under  
Special Condition 3 would be given. There are now produced and shown to me  
marked "CL-19" true copies of the correspondence between Messrs. Wong Ng  
Ouyang & Associates, Architects of the proposed redevelopment and the Crown Lands  
and Survey Office.

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5. Subsequent to the correspondence above referred to, approval of the building  
plans for the said redevelopment has given. There is now produced and shown to  
me marked "CL-20" a true copy of the Form 12 recording such approval and dated  
the 2nd of November 1971.

6. To the best of my knowledge and belief no other relevant approval was given  
in respect of the said redevelopment and specifically in respect of Special Condition 3.

7. To the best of my knowledge and belief, no further approval or consent was  
required in respect of the said re-development.

In the  
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Court of  
Hong Kong

No. 9  
2nd Further  
Affirmation  
of Chan Lai  
(Contd.)

8. There is now produced and shown to me marked "CL-21" a true copy of the Occupation Permit of the said Lot, subsequent to the said re-development.

9. I have also had handed to me a copy of the letter from the Building Authority dated 8th January 1976 refusing approval of building plans on the sole ground that the proposal was in conflict with Special Conditions. This is the scheme in respect of 9 Peony Road, N.K.I.L. 4583, Yau Yat Chuen which was handled by Messrs. Deacons who are also the Plaintiff's solicitors. There is now produced and shown to me marked "CL22" a copy of the said letter dated 8th January 1976.

AND lastly, I do solemnly, sincerely and truly affirm and say that the contents of this my affirmation are true.

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Affirmed at Courts of Justice,  
Hong Kong this 28th day of     }     Sd. Chan Lai  
July 1978.

Before me,  
Sd. Leslie Gray  
Commissioner for Oaths.

(This affirmation is filed on behalf of the Plaintiff)

In the  
Supreme  
Court of  
Hong Kong

No. 9  
2nd Further  
Affirmation  
of Chan Lai  
(Contd.)

1977, No. 773

IN THE SUPREME COURT OF HONG KONG  
MISCELLANEOUS PROCEEDINGS

IN THE MATTER of Kowloon Inland Lot  
No. 2657 Section Dss1, 2 and Remaining Portion  
(109-135 Kadoorie Avenue, Grand Court, Kowloon).

and

IN THE MATTER of Conditions of Sale  
No. 3121 in respect of Kowloon Inland  
Lot No. 2657 dated 16th November 1931.

10

BETWEEN

HANG WAH CHONG INVESTMENT  
COMPANY LIMITED

Plaintiff

and

THE ATTORNEY GENERAL

Defendant

This Exhibit referred to the Affirmation of Chan Lai filed therein on the 28th day of July, 1978.

Exhibit Marked

“CL18”

“CL19”

“CL20”

“CL21”

“CL22”

Consist of pages

Two (2) pages

Six (6) pages

One (1) page

One (1) Page

Two (2) Pages

20

DEACONS,  
Solicitors &c.,  
Hong Kong.

**SPECIAL CONDITIONS OF SALE HEREINBEFORE  
REFERRED TO**

(1) The Purchaser, his executors, administrators and permitted assigns shall not except by way of mortgage, assign or underlet or part with the possession or otherwise dispose of the lot in question or any part thereof or his interest therein without the consent of the Governor unless and until he has expended upon the erection of buildings on the lot the sum required in clause 9 of the general conditions of sale.

(2) *The purchaser will not be allowed to erect any buildings on the lot except one house of European type.* 10

(3) *The design of the exterior elevations and the disposition and height of the building to be erected on the lot shall be subject to the special approval of the Director of Public Works.*

(4) *The purchaser shall construct substantial retaining walls, where necessary, to obviate landslips in the event of his cutting away the hill to level the site or to protect any filling in connection with the same. Should a landslip occur as a result of such cutting or levelling, the purchaser will be held responsible for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage resulting from or brought about by such landslip.*

(5) A water supply from the Government mains will be arranged for on payment of a contribution of \$100.00 in addition to the cost of connection. 20

(6) The purchaser shall not interfere with any existing drain or nullah until the necessary diversion of such drain or nullah has been completed.

(7) The purchaser shall defray the cost of connecting drains from the lot to the Government sewer, such connection being carried out by the Director of Public Works and the cost of the work to be paid into the Colonial Treasury on demand in writing of the amount due by the Director of Public Works. The Director of Public Works shall however incur no liability to the purchaser in respect thereof.

(8) *The purchaser shall pay into the Colonial Treasury, on demand, the sum of \$2,000.00 towards the cost of constructing the sewer in Repulse Bay Road.* 30

(9) In the event of spoil from the excavated site or spoil sites or other areas affected by the development of the lot being eroded and washed down into the nullahs, the purchaser shall be held responsible and shall pay into the Colonial Treasury on demand such sum as may be demanded by Government to cover the cost of removal of spoil from or damage to the nullahs, or other Government properties.

(10) The purchaser shall construct to the satisfaction of the Director of Public Works such drains or channels as that officer may consider necessary to intercept and carry off storm-water falling on or flowing on to the lot from the hillside, and the purchaser shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage 40



In the  
Supreme  
Court of  
Hong Kong  
  
No. 9  
2nd Further  
Affirmation  
of Chan Lai  
(Contd.)

or nuisance caused thereby.

(11) In the event of its becoming necessary or advisable in the opinion of the Director of Public Works to carry out nullah training works in the vicinity of the lot, the purchaser of the lot shall pay into the Colonial Treasury, on demand, a sum equal to half of the cost of such works, provided that the sum payable shall not exceed \$500.00. Any such works shall be carried out by the Director of Public Works.

(12) *The piece of ground marked Crown Reserve on the sale plan may be used for such purpose as the Government may think fit and the same may for such purpose be cut away or filled in or the level thereof may be altered. The purchaser shall not be entitled to compensation for any damage to the lot resulting from any such user, or cutting away, filling in or alteration of level.* 10

(13) A right-of-way from Repulse Bay Road to the lot on a line to be approved by the Director of Public Works will be given. *The purchaser shall construct a road or path on the piece of ground over and along which such right-of-way shall be given at such time or times and in such manner as the Director of Public Works may direct and shall uphold, maintain and repair such road or path and everything forming portion of or appertaining to it to the satisfaction of the Director of Public Works, and the purchaser shall be responsible for the whole as if he were absolute owner thereof. Any alteration of the Government road to which the right-of-way is given absorbing a portion of such piece of ground or affecting the gradient thereof shall not give rise to any claim by the purchaser who shall carry out all consequent alterations to such road or path constructed by him.* 20

(14) *The grant of the right-of-way referred to in Special Condition No. (13) shall not give the purchaser the exclusive right to use the road or path constructed by him, and Government reserves the right to grant rights-of-way over such road or path to the lessees of any other lots which may be sold in vicinity or to take over the whole or any portion of such road or path at any time.*

(15) The purchaser shall pay into the Colonial Treasury, on demand, any sum which the Director of Public Works shall certify to be the cost of making good any damage done to Repulse Bay Road by the purchaser, his contractors or sub-contractors or his or their workmen or vehicles or by any spoil from the lot. 30

(16) The purchaser shall pay into the Colonial Treasury, on demand, the cost of removing any Chinese graves at present on the area, if such removal becomes necessary; the work to be done by the Urban Council.

(17) The purchaser must notify the Superintendent of Botanical and Forestry Department in the event of his requiring the removal of any trees from the lot, which may interfere with building operations. Such trees will be removed by the said Superintendent.

(18) The purchaser shall pay into the Colonial Treasury, on demand, the cost of removing any water main, gas main or service pipe, cable, telegraph or telephone line, sewer or culvert, which the Director of Public Works may consider it necessary to have removed. 40

Director of Public Works.

In the  
Supreme  
Court of  
Hong Kong

**LETTER FROM WONG NG OUYANG & ASSOCIATES**

23rd September, 1970.

No. 9  
2nd Further  
Affirmation  
of Chan Lai  
(Contd.)

The Superintendent,  
Crown Lands & Survey Office,  
Public Works Department,  
Hong Kong.

**Attention: Mr. D. S. Fleming**

Dear Sir,

**R.B.L. 407 — No. 41 Repulse Bay Road**

We have been instructed by the registered building owner, Mr. C. S. Lok, 10  
to prepare plans for redevelopment of the above mentioned lot.

Our client intends to erect on the said property, *one block* of flats to the height  
of *20 storeys or above* following the Zone 3 coverage of 15%. We realise that the  
maximum plot ratio applicable to building above 20 storey is  $20 \times 15\%$ , i.e. 3.

We would be grateful if you will advise whether special approval under special  
condition No. 3 will be given to such a development proposal.

Yours faithfully,  
WONG NG OUYANG & ASSOCIATES,

Jackson C. S. Wong.

c.c. Mr. S. S. Lok  
Mr. Chan Lai, Hang Seng Bank  
JCSW/ckf

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This is the exhibit marked "CL-19"  
referred to in the Affirmation of  
Chan Lai  
Affirmed before me this 25th day  
of July 1978.  
Sd. Leslie Gray  
Solicitor,  
Hong Kong.

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In the  
Supreme  
Court of  
Hong Kong

**COPY**

December 17, 1970

No. 9  
2nd Further  
Affirmation  
of Chan Lai  
(Contd.)

**URGENT BY HAND**

Our Ref: Job No. 672-2  
Your Ref: L.S.O. 3037/46 (13)

The Director  
Crown Lands & Survey Office  
Public Works Dept.  
Murray Building  
Hong Kong  
Attention: Mr. E. T. Farnworth

10

Dear Sir,

**41 Repulse Bay Road — R.B.L. 407**

We have the pleasure to refer to the meeting between Mr. E. T. Farnworth and the undersigned this morning, and re-submit herewith revised sketch plan for the access road, showing the width of the run-in being reduced to 22'-0", as requested by the Chief Engineer of Highways, for your perusal.

We understand that details of our application are required to be considered at the Building Conference. But in view of the urgency of the matter discussed, we would appreciate if you can just confirm in principle that "one block of flats designed around a central staircase would be permitted under the existing lease conditions, and twenty storeys to Zone III coverage will be permitted." 20

We will be submitting separately our tentative proposal to the Building Authority for comments, with particular reference to the fact that the site is not abutting on a street.

We are also sending a copy of this letter to the Chief Engineer Highways (HK) for his reference.

Yours faithfully,  
Jackson C. S. Wong

JCSW/ec  
cc: The Chief Engineer Highways, with drawings  
Client (2 copies)

30

In the  
Supreme  
Court of  
Hong Kong

L.S.O. 3037/46 (HV) (21)  
Your Ref: Job No. 672-2

2nd February, 1971

No. 9  
2nd Further  
Affirmation  
of Chan Lai  
(Contd.)

Messrs. Wong Ng Ouyang & Associates.  
6th floor,  
Gloucester Building,  
Hong Kong.

Gentlemen,

**Re: R.B.L. 407 — 41 Repulse Bay Road**

I refer to your letter of 17th December 1970, Job. No. 672-2, in connection with your client's proposal to redevelop the above lot and am pleased to inform you that I am prepared to recommend to Government a modification of the Crown lease on the following terms:— 10

- (i) Maximum zone III coverage.
- (ii) The lot to be used for residential purposes only.
- (iii) A right of way 22 FT WIDE to be granted and construction of access road to the satisfaction of Principal Government Highway Engineer.
- (iv) Compliance with Building Ordinance.
- (v) Car parking shall be at the rate of a minimum of 1½ car spaces per flat.
- (vi) Payment of a premium. 20

Will you please confirm that the above terms are acceptable to your client so that I may submit my recommendations to Government. I am not however authorised to commit Government and this letter must not be taken as an undertaking that a modification would be granted.

Your faithfully,  
(E. T. Farnworth)  
for Director of Lands & Survey

In the  
Supreme  
Court of  
Hong Kong  
No. 9  
2nd Further  
Affirmation  
of Chan Lai  
(Contd.)

WKC/lt

L.S.O. 3037/46 (HV)

Your Ref. Job No. 672-2

10th February 1971

Messrs. Wong Ng Ouyang & Associates,  
6th floor,  
Gloucester Building,  
Hong Kong.

Dear Sirs,

**R.B.L. 407 — 41 Repulse Bay Road**

10

Further to my letter of 2nd February 1971 and your visit to this Office, I confirm that:—

- (a) As your development comprises only one block of flats to be designed around one central entrance and staircase, *no modification will be required.*
- (b) Your development should comply with Conditions (i) to (v) of my letter of 2nd February 1971.

Yours faithfully,

(E. T. Farnworth)  
for Director of Lands & Survey

ETF: fy

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In the  
Supreme  
Court of  
Hong Kong  
No. 9  
2nd Further  
Affirmation  
of Chan Lai  
(Contd.)

**LETTER FROM WONG NG OUYANG & ASSOCIATES**

Our Ref: Job No. 672-2  
Your Ref: BOO 2/3245/70

June 8, 1971.

The Building Authority  
Office of The Building Authority  
Public Works Department  
Murray Building  
Garden Road  
Hong Kong.

10

Dear Sir,

**Proposed Apartment Building  
41, Repulse Bay Road — R.B.L. 407**

We submit herewith the following for your approval:

- 1) 1 No. of Form 9;
- 2) 1 No. of Form 29;
- 3) A copy letter dated 2-2-71 from Crown Lands & Survey Office;
- 4) The required certificate from the Director of Fire Service dated 29th May, 1971;
- 5) 2-sets of building plan (Drawing 201-211);
- 6) A copy letter dated 24th March, 1971 from Chief Engineer Highway (H.K.);
- 7) A copy letter dated 10th Feb., 1971 from Crown Lands & Survey Office.

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Yours faithfully,  
WONG NG OUYANG & ASSOCIATES

Leslie Ouyang

CK/mh  
cc: clients

In the  
Supreme  
Court of  
Hong Kong

No. 9  
2nd Further  
Affirmation  
of Chan Lai  
(Contd.)

Mr. Leslie OUYANG,  
6th floor,  
Gloucester Building,  
Hong Kong.

Office of the Building Authority,  
Public Works Department,  
Murray Building, 8th-10th floors,  
Garden Road,  
Hong Kong.

31st July, 1971. 10

Dear Sir,

**41, Repulse Bay Road — R.B.L. 407**

I hereby refuse to give my approval to the plans for proposed BUILDING WORKS accompanying your application form dated 8th June, 1971 and received in this office on 11th June, 1971.

2. My grounds for refusing approval are:—

(a) The container chamber for the refuse chute is not to be provided with louvred windows (Refuse Chute Regulation 16).

(b) The cleaning room, lifts, lobby, lavatories and staircase at lower ground level and the entrance hall, lifts, cleaning room and staircase at ground level *are to be included in the plot ratio calculations.* (Planning Regulation 23 (3)). 20

3. Your plans are returned herewith.

4. Before resubmission will you please confirm that the Director of Lands & Survey has no objections to the following points:—

(a) The provision of cleaning rooms lavatories etc. on the ground and lower ground floors.

(b) That the architectural features can be excluded from the site coverage. (Paragraph 2 (b) of my letter dated the 4th January, 1971 refers.)

Yours faithfully,

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(R. LAU)  
pro Building Authority

c.c. clients.  
SL. 8  
JMH/yk

In the  
Supreme  
Court of  
Hong Kong  
  
No. 9  
2nd Further  
Affirmation  
of Chan Lai  
(Contd.)

GOVERNMENT OF HONG KONG.  
Form 12.  
BUILDINGS ORDINANCE.  
(Chapter 123).  
Section 14.  
BUILDING (ADMINISTRATION) REGULATIONS  
Regulation 30(1)(a).  
Approval of Plans.

JOB NO. 672	
RECEIVED	4-11-71
ROUTE	AND (R)
J W	(R)
CMN	
L	SR (R)
COPY TO CLIENTS	
FILE	P. W. P.
CNF	TR, CLN, AUT, ACC, CNF

I.O.O. Ref. No. 2/3245/70  
 to: *Nany Chien Investment Co., Ltd.,*  
*90 The Leslie Bungalows,*  
*609 Gloucester Building,*  
*Hong Kong.*  
*Building*

OFFICE OF THE BUILDING AUTHORITY.  
 2nd November 1971.

Plans attached hereto, on which I have signified my approval, are hereby approved.

Address (and Name of Street) *471 Repulse Bay Road*  
 (Lot No./Permit Area No.) *R.B.L. 407*

Your attention is drawn to subsection (2) of section 14 of the Buildings Ordinance, which provides that the giving by the Building Authority of his approval to any plans shall not exempt any person from the necessity of obtaining the consent of the Building Authority to the commencement and carrying out of the *Building* works shown on such plans. This approval does NOT authorize the commencement or carrying out of any *Building* works.

Declared to be correct in the Affirmation / Affidavit of *Chun King* filed herein on the *28* day of *July* 1971.  
 Before me

*W. K. Lee* Commissioner of Oaths pro. Building Authority.





8th January, 1976.

In the  
Supreme  
Court of  
Hong Kong

**9 Peony Road — H.K.I.L. 4583, Yau Yat Chuen**

No. 9  
2nd Further  
Affirmation  
of Chan Lai  
(Contd.)

I refer to your application received on 22nd December, 1976 for approval of proposals.

It is the usual practice in the Buildings Ordinance Office for all submission to be checked carefully to ensure that contraventions of the Buildings Ordinance and Regulations are not present and that from other aspects where the public interest is involved, the proposals are viable. However, the pressure of work in the Buildings Ordinance Office is such that this usual practice cannot be followed without most serious delay continuing to affect all submissions to the B.O.O. Therefore, your application has been checked on the basis of certain elementary checks only but this elementary checking has disclosed that your plans are not accompanied by a certificate from the Director of Fire Services in accordance with Section 16 (1) (b). 10

and your proposal therefore is disapproved.

This curtailment of the usual range of checks emphasizes your duties and responsibilities as Authorized Person and I must stress the importance the Building Authority attaches to the proper assumption of responsibility by Authorised Architects. It is self-evident that any alteration to a building during erection or on completion, costs money and causes delays. Where the Building Authority is of the opinion that an Authorized Person has failed in his duty appropriate action will be taken. 20

Please ensure, therefore, that a re-submission complies fully with the Buildings Ordinance and Regulations, and that all relevant information is attached.

(P.T.O.)

Yours faithfully,

(H. J. Powell)  
pro Building Authority.

This is the exhibit marked "CL-22"  
referred to in the Affirmation of Chan Lai  
Affirmed before me this 28th day  
of July 1979.  
Sd. Leslie Gray  
Solicitor,  
Hong Kong.

30

In the  
Supreme  
Court of  
Hong Kong

It is noted that your proposal is in conflict with Special Condition 7 which limits to one house, the extent to which this lot may be developed.

No. 9  
2nd Further  
Affirmation  
of Chan Lai  
(Contd.)

You should also ascertain from the Government Land Agent, C.L. & S.C. whether the proposed building heights are acceptable under Special Lease Condition 10 which restricts the height on any buildings to 35'.

Owing to the fundamental nature of the conflict with lease conditions, your plans have not been checked in relation to the Buildings Ordinance.

Your plans are returned herewith.

IN THE SUPREME COURT OF HONG KONG  
MISCELLANEOUS PROCEEDINGS

IN THE MATTER of Kowloon Inland Lot  
No. 2657 Section Dss1, 2 and Remaining  
Portion (109-135, Kadoorie Avenue,  
Grand Court, Kowloon).

and

IN THE MATTER of Conditions of Sale  
No. 3121 in respect of Kowloon Inland  
Lot No. 2657 dated 16th November 1931.

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BETWEEN HANG WAH CHONG INVESTMENT  
COMPANY LIMITED

Plaintiff

and

THE ATTORNEY GENERAL

Defendant

TO: The Defendant THE ATTORNEY GENERAL of Legal Department, 2nd  
Floor, Central Government Offices, East Wing, Victoria in the Colony of  
Hong Kong.

TAKE NOTICE that the Originating Summons issued herein on the 23rd  
day of November 1977 will be heard by the Judge in Chambers at the Supreme Court  
in Victoria, Hong Kong, on Thursday, the 27th day of July, 1978 at 10.00 am. O'Clock  
in the forenoon. You may attend in person, or by your Solicitor or Counsel.  
If you fail to attend, such order will be made as the Court may think just and expedient.

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Dated the 27th day of June, 1978.

S. H. MAYO  
Registrar.

This Notice was filed by Messrs. Deacons of Ocean Centre, Canton Road,  
Kowloon, Solicitors for the Plaintiff.

Sd. DEACONS

(Estimated length of hearing: half a day)

30

IN THE SUPREME COURT OF HONG KONG  
MISCELLANEOUS PROCEEDINGS

In the matter of Kowloon Inland Lot  
No. 2657 Section Dss1, 2 and Remaining  
Portion (109-135, Kadoorie Avenue,  
Grand Court, Kowloon)

and

In the matter of Conditions of Sale  
No. 3121 in respect of Kowloon Inland 10  
Lot No. 2657 dated 16th November, 1931.

BETWEEN

HANG WAH CHONG INVESTMENT  
COMPANY LIMITED

Plaintiff

and

THE ATTORNEY GENERAL

Defendant

Coram: Yang, J.

Date: 18th August, 1978.

**JUDGMENT**

The Plaintiff Company is the registered owner of K.I.L. 2657 Section D 20  
subsections 1 and 2 and the Remaining Portion thereof. The property is more  
commonly known as Grand Court, Kadoorie Avenue, Kowloon. It forms part of a  
larger area of land which was originally registered as K.I.L. 2657, though many  
portions of this original plot have been re-registered under other numbers.

On 16th November 1931, K.I.L. 2657 was offered for sale by public auction  
and the Hong Kong Engineering & Construction Company acquired the whole lot  
as the highest bidder. In 1973 the Plaintiff Company acquired that portion of the  
lot on which they erected the flats known as Grand Court.

By Special Conditions 6 and 7 of the Particulars and Conditions of Sale of 30  
16th November 1931 it was provided:

“6. Save as provided herein the Purchaser shall not erect on the Lot any  
buildings other than detached or semi-detached residential premises of European  
type or such other buildings of European type as the Director of Public Works  
may approve of with garages and all proper outbuildings thereto. Provided  
that, subject to the provisions of Special Conditions 7 and 8, the Purchaser  
shall be at liberty to erect flats, with or without shops or self-contained garages  
on the ground floor, fronting to Argyle Street and Waterloo Road on that part  
of the Lot hatched red on the sale plan and having a frontage of approximately  
350 feet to Argyle Street and approximately 125 feet to Waterloo Road.

Save as herein provided no buildings erected on the Lot shall be used otherwise than as a private dwelling-house without the written consent of the Governor.

7. The design of the exterior elevations plans height and disposition of any buildings to be erected on the Lot shall be subject to the special approval of the Director of Public Works and no building shall be erected on the Lot save in accordance with such approval."

The Plaintiff Company now wishes to redevelop the site and erect thereon three apartment buildings each of 17 storeys in height and a fourth apartment building of 14 storeys. Grand Court is seven storeys in height. 10

The questions which call for determination by this Court are:

- (i) (a) whether flats fall within the prohibition in Special Condition 6?
  - (b) If they do, whether the Crown has released the site from that condition?
- (ii) whether under Special Condition 7 the Director of Public Works has not in fact and in law already given his approval to the heights of the proposed redevelopment?

On the authority of *Wong Bei-nei v. The Attorney General*<sup>(1)</sup>, the answer to Question (i) (a) is yes.

On Question (i) (b), the Plaintiff Company relies on a letter from the Building Authority, dated 31st December 1953 (Ex. ALKF-5, page 1C) and two related letters and claims that the Crown had by virtue of that letter expressly and impliedly released the site from Special Condition 6. In my view the correspondence was nothing more than the Crown's permission to the Plaintiff Company to construct flats up to seven storeys. Whether the permission was express or implied is immaterial for the purpose of this case, but it was in any case not a blanket permission for all times, but was restricted to that particular development at that particular time i.e. Grand Court. Subsequent redevelopments were not, on a reading of Special Condition 6 and the letter of 31st December 1953, exempted from that condition (vide *Wong Bei-nei's case*, supra, at p. 597, penultimate paragraph). 20 30

There being no breach of Special Condition 6, the question of the Crown's waiver or acquiescence does not arise.

The decisions in *Chatsworth Estates v. Fenwell*<sup>(2)</sup> was relied on by the Plaintiff Company as showing that Special Condition 6 may not now be invoked due to the change in character of the neighbourhood from one of rural to one of urban area. A look at the sketch plan (Ex. ALFK-6) will show that there has not been the sort of complete change in the character of the neighbourhood envisaged in *Chatsworth's case*. There are still a large number of private dwelling houses in the area standing side by side with blocks of flats.

- (1) (1973) H.K.L.R. 582.
- (2) (1931) 1 Ch. 224.

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In the  
Supreme  
Court of  
Hong Kong

No. 11  
Judgment  
of Mr.  
Justice  
Yang  
(Contd.)

Accordingly the answer to Question (i) (b) is also no.

I now proceed to deal with Question (ii).

Approval for the plan submitted by the Plaintiff Company's architect for the erection of the new flats was given by the Building Authority on 26th October 1976 (Ex. ALKF-4), but such approval was subject to s.14(2)(b) of the Buildings Ordinance. In my view the Building Authority's approval of the architect's plan was not a "special approval" given under Special Condition 7. In the light of s.14(2)(b), it cannot be said that the special approval required by Special Condition 7 had been waived by virtue of the Building Authority's approval. In fact approval for the height proposed by the Plaintiff Company's architect was refused, though belatedly and almost as an afterthought, on 15th November 1977 (Ex. ALKF-5, p. 51). If the Building Authority's approval may be treated as a special approval under Special Condition 7, then both the requirement in the Special Condition for a special approval and s.14(2)(b) would be redundant. In my judgment the answer to Question (ii) is also no. 10

For the reasons given above the Plaintiff Company's case is dismissed with costs. Certificate for Counsel.

T. L. Yang  
Judge of the High Court

Mr. J. Swaine, Q.C. and Mr. R. Mills-Owens (Deacons) for Plaintiff.  
Mr. G. F. Fuller, Crown Counsel for Defendant.

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In the  
Supreme  
Court of  
Hong Kong

No. 12  
Order of  
Mr. Justice  
Yang upon  
Hearing

1977, No. 773

IN THE SUPREME COURT OF HONG KONG  
MISCELLANEOUS PROCEEDINGS

IN THE MATTER of Kowloon Inland Lot  
No. 2657 Section Dss1, 2 and Remaining  
Portion (109-135, Kadoorie Avenue,  
Grand Court, Kowloon).

and

IN THE MATTER of Conditions of Sale  
No. 3121 in respect of Kowloon Inland  
Lot No. 2657 dated 16th November 1931.

10

BETWEEN

HANG WAH CHONG INVESTMENT  
COMPANY LIMITED

Plaintiff

and

THE ATTORNEY GENERAL

Defendant

BEFORE THE HONOURABLE  
MR. JUSTICE YANG IN CHAMBERS

ORDER

Upon the application of the Plaintiff by originating summons dated the 23rd 20  
day of November 1977.

And upon hearing Counsel for the Plaintiff and Crown Counsel for the Defendant.

IT IS ORDERED that the Plaintiff's application be dismissed with costs.  
Certificate for Counsel.

Dated the 18th day of August 1978.

Sd. S. H. MAYO  
Registrar.



IN THE SUPREME COURT OF HONG KONG  
COURT OF APPEAL

(ON APPEAL FROM MISCELLANEOUS  
PROCEEDINGS NO. 773 OF 1977)

BETWEEN

HANG WAH CHONG INVESTMENT  
COMPANY LIMITED

Appellant  
(Plaintiff)

and

THE ATTORNEY GENERAL

Respondent  
(Defendant)

10

**NOTICE OF APPEAL**

TAKE NOTICE that the Court of Appeal will be moved as soon as Counsel can be heard on behalf of the abovenamed Appellant (Plaintiff) on the appeal from the Judgment herein of the Honourable Mr. Justice Yang given on the 18th day of August 1978 whereby he dismissed the Plaintiff Company's case with costs.

AND FURTHER TAKE NOTICE that the grounds of this appeal are that:—

1. On its proper construction, Special Condition 6 of the Conditions of Sale No. 3121 does not prohibit the erection or user of flats on the subject site, and the case of Wong Bei-Nee v. The Attorney General (1973) H.K.L.R. 582 was wrongly decided. 20
2. Alternatively, if flats are within the prohibition in Special Condition 6, the Crown has released the subject site from its operation.
3. Such release is either to be implied from the actions of the Crown, or is express, to be found in the letter from the Building Authority dated 31st December, 1953 to the Solicitors for the Appellant's predecessor-in-title.
4. The trial Judge erred in his view that the correspondence was nothing more than the Crown's permission to construct flats up to seven storeys.
5. On the true view of the correspondence, the Building Authority was not by the letter of 31st December, 1953 applying his mind to the question of the type of development but was concerned only with the height of the proposed development. 30
6. Hence his approval as conveyed in the letter of 31st December 1953 was one given under Special Condition 7 (which controls the height of the proposed development) and was not a permission given under Special Condition 6 which relates to the type of development.

7. The correct inference from the circumstances placed before the trial Judge was that in 1953 the Building Authority was of the view:—
  - (a) That flats were not prohibited by Special Condition 6.
  - (b) Alternatively that Special Condition 6 had become a dead letter by reason of the flatted development that had already been permitted in other portions of the parent lot.
8. In all the circumstances therefore the Crown had waived the right to object to flats being erected on the said site; alternatively had acquiesced in the erection of flats on the said site, alternatively was estopped from objecting to such erection. 10
9. Alternatively if the letter dated 31st December, 1953 was correctly interpreted by the trial Judge to be a Special Condition 6 permission, its effect was nevertheless to release the subject site from the prohibition against flats.
10. Further the trial Judge was wrong in holding that the Plaintiff (Appellant) could not invoke the decision in *Chatsworth Estates v. Fenwell* (1931) 1 Ch. 224, because in his view there had not been “the sort of complete change in the character of the neighbourhood envisaged in *Chatsworth’s* case.” It was sufficient for the Plaintiff to show a material change in the character of the neighbourhood, as such change had been brought about by the acts or omissions of the Crown. 20
11. The trial Judge was wrong in holding that the requirement under Special Condition 7 for the height of the proposed building to be subject to the “special approval of the Director of Public Works” had not been satisfied in this case.
12. The approval of building plans by the Building Authority on 26th October 1976 included approval of the height of the proposed building, and amounted in all the circumstances to the Director’s special approval under Special Condition 7.
13. The trial Judge misdirected himself on the effect of Section 14 (2) (b) of the Building Ordinance, to which the aforesaid approval dated 26th October 1976 was subject, as Section 14 (2) (b) could not have the effect of requiring the Plaintiff (Appellant) to re-submit the same plans to the same person for a second approval. 30
14. Alternatively the trial Judge failed to give any or any sufficient weight to the uncontradicted evidence before him as to the practice of the Building Authority in other cases involving “special approval”.
15. Further the trial Judge failed to give proper weight to the correspondence between the Plaintiff’s (Appellant’s) Solicitors and the Crown from the latter part of 1976 onwards from which the inference is fairly to be drawn that the Crown recognised that “special approval” had already been given. It was not until 15th November 1977 that the Registrar General notified that the height 40

In the  
Supreme  
Court of  
Hong Kong

No. 13  
Notice of  
Appeal  
(Contd.)

as distinct from the type of the development was in issue. The trial Judge held that this was “almost as an afterthought” but failed to give sufficient weight to this feature nor to the absence of any affidavit evidence from the Crown on this aspect of the case.

AND FURTHER TAKE NOTICE that the Appellant reserves the right to and intends to add to the foregoing grounds of appeal when a transcript of the evidence is available.

Dated the 26th day of September 1978.

Sd. DEACONS  
MESSRS. DEACONS,  
Solicitors for the Appellant (Plaintiff).

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TO: The Respondent (Defendant),  
The Attorney General.

IN THE COURT OF APPEAL

1978 No. 84  
(Civil)

BETWEEN

HANG WAH CHONG INVESTMENT  
COMPANY LIMITED

Appellant  
(Plaintiff)

and  
ATTORNEY GENERAL

Respondent  
(Defendant)

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Coram: Huggins, J.A., Cons and Zimmern, JJ.

**JUDGMENT**

Huggins, J.A.:

Yang, J. dismissed this originating summons seeking sundry declarations concerning the rights of the Plaintiff Company to redevelop land off Kadoorie Avenue, Kowloon. In short the Plaintiff claims to be now entitled under an agreement made in 1931 to demolish the seven-storeyed block of flats known as Grand Court which was erected on the site in or about 1955 and to build four new blocks of flats, three of which would be seventeen storeys high. The Crown contends that there is no such right but is prepared to give consent for the new development upon payment of a substantial premium. 20

The site of Grand Court is part of a lot which was sold to the Hong Kong Engineering and Construction Co. Ltd. ("Hong Kong Engineering") by the Crown in 1931 at an auction. The Conditions of Sale required, inter alia, the erection of a number of buildings and provided for the grant of a Crown lease when the conditions had been complied with. Pursuant to the conditions a memorandum of agreement was signed after the auction, but no Crown lease has been executed. The memorandum acknowledged that the purchaser was bound by the conditions of sale.

The vital conditions for the purposes of this appeal were Special Conditions 6, 7 and 21, which were in these terms: 30

"6. Save as provided herein the Purchaser shall not erect on the Lot any buildings other than detached or semi-detached residential premises of European type or such other buildings of European type as the Director of Public Works may approve of with garages and all proper outbuildings thereto. Provided that, subject to the provisions of Special Conditions 7 and 8, the Purchaser shall be at liberty to erect flats, with or without shops or self-contained garages on the ground floor, fronting to Argyle Street and Waterloo Road on that part of the Lot hatched red on the sale plan and having a frontage of approxi-

mately 350 feet to Argyle Street and approximately 125 feet to Waterloo Road.

Save as herein provided no buildings erected on the Lot shall be used otherwise than as a private dwelling-house without the written consent of the Governor.

7. The design of the exterior elevations plans height and disposition of any buildings to be erected on the Lot shall be subject to the special approval of the Director of Public Works and no building shall be erected on the Lot save in accordance with such approval.”

“21. Where under these conditions the consent or approval of the Governor or of the Director of Public Works is required the grant or with-holding of such consent shall be in the absolute discretion of the person named.” 10

Special Condition 8, which is referred to in Special Condition 6, is not material.

The Plaintiff’s predecessors in title were minded to purchase from Hong Kong Engineering that part of the lot with which we are concerned and to build a block of flats. Those flats would not be “fronting to Argyle Street and Waterloo Road” within the meaning of Special Condition 6. The predecessors in title wished first to be satisfied that the Director of Public Works would not object to their plans and the senior partner in their firm of solicitors wrote personally to the Director of Public Works as follows:

“ Hong Kong. 9th Dec., 1953 20

Referring to my conversation with you regarding lots Nos. 16, 17, 18 and 19 of K.I.L. 2657, I confirm that I act on behalf of a prospective purchaser from the Hongkong Engineering & Construction Co., Ltd., the owners of the said Lots.

My client desires to purchase these Lots for the purpose of erecting Apartment Buildings of a height levelling to the roof of the Hillview Apartments (erected on Subsecs. 1 and 2 of Sec. A of K.I.L. 2657).

The said Lots are on the same level as the said Hillview Apartments but there is a clause in the Conditions of Sale of the said K.I.L. 2657 which says “The design of the exterior elevations plans height and disposition of any buildings to be erected on the lot shall be subject to the special approval of the Director of Public Works and no building shall be erected on the Lot save in accordance with such approval.” 30

Before my client purchases the said Lots he desires to know whether your Department have any objection to the proposed height of the buildings to be erected on the said Lots.

So far as I remember, when application was made by the Hillview Apartments Ltd. to you for the erection of their buildings, the Hongkong Engineering & Construction Co., Ltd. then raised objection. On the other hand with

regard to these Lots they have no objection as you will see from Clause 6 of the enclosed copy letter from them to my client.

The Company have extended the acceptance of my client's offer to tomorrow and I shall be much obliged if you will kindly let me know the views of your Department on the matter."

On 31st December 1953 a member of the Director of Public Works's staff, who signed "pro Building Authority", replied to that letter:

"In reply to your letter of the 9th December, 1953, I am instructed to inform you that the Director of Public Works is prepared to approve the erection of buildings on sites nos. 16, 17, 18 and 19 of the above lot with roofs at a level not higher than the roof level of Hillview Apartments. 10

It is noted that the present owners have no objection to buildings of this height."

On 26th May 1954 the Building Authority issued a formal notice of which the following is the material part:

"I beg to inform you that under the powers vested in me by Section 150 of the Buildings Ordinance, (Chapter 123 of the Revised Edition, 1950), I herewith grant the following Modification of Sections 77 & 78 of this Ordinance, viz:—

To permit the buildings to be erected to the height shown on the submitted plans 20

in accordance with the notice and plans deposited in this Office."

Subsequently Grand Court was built and the land was assigned to the Plaintiff. The Plaintiff proceeded to prepare and submit to the Building Authority plans for a proposed redevelopment and these plans were approved on 26th October 1976. In a letter forwarding the notice of approval to the Plaintiff's authorized architect the Building Authority stated:

"This approval is given subject to Section 14(2) of Buildings Ordinance.

It is noted that a modification of the lease Conditions is required in order to permit the development you propose and you should therefore advise your client to apply for such a modification before proceeding further." 30

Section 14 (2) of the Buildings Ordinance provides:

"Neither the approval of any plans nor the consent to the commencement of any building works or street works shall be deemed-

(b) to act as a waiver of any term in any lease or licence".

The Building Authority's letter raised the first issue which has been argued before us, whether the terms of the tenancy themselves permitted the erection of flats on this site. The Plaintiff contends that a block of flats is clearly "detached residential premises of European type" within the meaning of Special Condition 6 and asserts that the Crown has so regarded it. Thus, whereas permissions to build shops and offices on other sites on the same lot have been endorsed upon the original Conditions of Sale, no such endorsement appears in relation to Grand Court or to blocks of flats which have been built on other sites. Moreover, where land in another part of the colony was subject to a condition that "the purchaser will not be allowed to erect any buildings on the lot except one house of European type" the Crown had stated that, as the "development comprises only one block of flats to be designed around one central entrance and staircase, no modification will be required". In my view neither of these pieces of evidence assists the Plaintiff and the condition must be interpreted in its context. I think that the words "residential premises" have been misused and were clearly intended to mean "dwellings". A block of flats is not a detached or semi-detached dwelling. Mr. Barlow, for the Attorney General, argues that the proviso adds emphasis to the plain meaning of the earlier words by authorizing the erection of flats on specified parts of the site and I agree with the learned judge in *Wong Bei-mei v Attorney General* 1973 H.K.L.R. 582 that the maxim *expressio unius est exclusio alterius* is apt. That case related to another part of this same lot, which was therefore subject to the same Conditions of Sale. Mr. Miller has submitted that the case was wrongly decided. He argues that the proviso was inserted to permit the inclusion of shops, but I do not so read it. There is more force in his objection to the manner in which the saving was there used in the interpretation of the condition and I agree with him that in spite of the precise words used the intention must have been to limit the use of individual units in a building containing more than one unit, e.g. a pair of semi-detached dwellings or an approved block of flats. Nevertheless I am satisfied that the conclusion reached in *Wong Bei-mei v Attorney General* was correct and that Yang, J. was right to follow that decision.

Since flats were not expressly permitted by Special Condition 6, the approval of the Director of Public Works was required under that condition for the erection of Grand Court. The judge said:

"In my view the correspondence was nothing more than the Crown's permission to the Plaintiff Company to construct flats up to seven storeys."

It is not contested that that was a finding that the correspondence contained the Crown's permission to the Plaintiff Company to construct flats up to seven storeys, but nothing more. Mr. Miller has submitted that the finding was not supported by the evidence: first, he says, there was no application for consent under Special Condition 6 and no consent given under that condition: secondly, if there was a consent under that condition it was a general consent to erect flats without limitation as to height. As to the first of these arguments we are faced with a concession by counsel for the Attorney General that the evidence of an application for consent under Special Condition 6 was insufficient. I must say very plainly that I think the concession was wrong and that the judge was amply justified in making the finding which he did. It was even suggested that the letter of 31st December 1953 could not be a consent under the Special Conditions at all, because it was signed "pro Building Authority" and the Building Authority as such had no authority to grant or refuse approval

under the Conditions of Sale. I will return to that argument later when I consider the alternative contention that the Director of Public Works and the Building Authority were the same for all purposes. The letter of 9th December sets out Special Condition 7 and in asking whether “your Department” had any objection to the proposed height of the buildings to be erected the solicitor was undoubtedly seeking approval under the agreement and not under the Buildings Ordinance. Then it was argued that that letter, having referred expressly to Special Condition 7, should not be construed as seeking consent under Special Condition 6 also. It is true that neither this letter nor the reply expressly referred to approval for the erection of flats, but the request related to “apartment buildings”. Moreover, even if, which I doubt, anyone in England would contemplate the erection of detached or semi-detached dwellings of a height equal to that of a seven-storeyed block of flats, I am quite sure that no one in Hong Kong would do so. Assume that the solicitor was under the impression that no approval was required under Special Condition 6 for the erection of the flats: the fact remained that approval was required and it would be unthinkable that in the face of his reply the Director of Public Works could have sued for forfeiture upon an allegation that he had never approved the erection of Grand Court. In my judgment there was at least an implied consent under Special Condition 6. 10

What was the nature of that consent? Mr. Barlow contends that it cannot have been more than a consent to erect flats not exceeding seven storeys in height. Mr. Miller argues that such a limitation could not be imposed upon a consent under Special Condition 6, because that condition was concerned with “town planning type control”: therefore any consent for flats given under that condition would extend to flats of any height. I do not think it follows from the fact that Special Condition 7 refers expressly to the height of buildings for which special approval is required that a consent under Special Condition 6 may not also include a limitation as to height. On the contrary, I think that the Director of Public Works was clearly consenting to the erection of blocks of flats not exceeding a specified height and he was not consenting to the erection of blocks of flats exceeding that height. 20

If I be wrong in my view that there was a consent under Special Condition 6, then the Plaintiff’s predecessors in title were in breach of Special Condition 6 when they built Grand Court. Mr. Miller argues that by allowing that breach to continue for well over twenty years the Crown has not only waived the breach but has waived the condition itself. For this he relies upon *Hepworth v Pickles* 1900 1 Ch. 108. There a conveyance was subject to a covenant that no building to be erected on the land should at any time be used as an inn, tavern or beerhouse. Soon after the date of the conveyance beer and spirits were sold in one of the houses on the land and continued to be sold openly for upwards of twenty-four years. Farwell, J. held that it must be presumed that there had been a waiver or release of the covenant. He based his decision on the principle, stated in *Gibson v Doeg* (1857) 2 H. & N. 615 that “no person would have permitted a covenant to be broken for more than twenty years, unless he was aware that it was broken as a matter of right”. 30 40

I am not persuaded that it necessarily follows that what would have been waived here is the condition rather than the particular breach. One must always have regard to the terms of the covenant and the nature of the act constituting the breach. If a consent under Special Condition 6 cannot be limited as to height, there might be some force in the argument, but I have already given my reasons for rejecting



that proposition. What would have been waived would be the breach committed by the building of Grand Court, and I cannot accept that that would bar the Director of Public Works from objecting to other, higher flats.

Whatever the position in relation to Special Condition 6, we are still left with the fact that the only approval so far given under Special Condition 7 was for a building “with roofs at a level not higher than the roof level of Hillview Apartments”. Mr. Miller contends that that is immaterial for the following reasons. In the first place there is no doubt that the Director of Public Works in his capacity as the Building Authority has approved the new plans for the redevelopment, which involves buildings of greater height. Secondly, he says that the Director of Public Works is the Director of Public Works whatever hat he happens to be wearing and that his approval of the new plans is sufficient approval for all purposes: he cannot be heard to say that he approves and disapproves at the same time. Thirdly, the Director of Public Works has in fact indicated that he does not disapprove the new plans and that the only reason why he has not approved is that the Plaintiff has not paid the premium demanded: that, it is submitted, is not a proper ground for refusing approval under Special Condition 7.

Much has been made in argument of the fact that at all material times the “Building Authority” has been the Director of Public Works and Mr. Miller has suggested that in consequence there is really no distinction between the Building Authority and the Director of Public Works. The extent to which he goes is demonstrated by his contention that the Director of Public Works is not concerned with the collection of revenue. With respect I believe there is a fundamental fallacy here. The Director of Public Works has many responsibilities besides those imposed by the Buildings Ordinance. Inter alia he is in effect the Crown’s land agent and, as is notorious as a result of *Ho Po-sang v Director of Public Works* 1959 H.K.L.R. 632, has for many years executed deeds relating to land on behalf of the Crown, a practice now authorized by the Letters Patent. In my judgment the Director of Public Works can bind himself in his capacity as the Building Authority without binding himself in his capacity as land agent and vice versa.

If the vendor had been a private person there might have been many reasons which would have led him to object to the erection of a building higher than Grand Court, although, viewing the plans in the discharge of its statutory duties, the Building Authority might find no ground for objecting. I do not see why the Crown should be in any worse position than a private vendor. We come, therefore, to the third contention, namely that the Director of Public Works, having indicated that he would be willing to approve if a premium were paid, is wrongly withholding his approval. Reliance is placed upon two classes of case, those which decide that, where work is to be done to the satisfaction of a surveyor, the capricious withholding of the surveyor’s certificate cannot be allowed to destroy the basis of the contract and those which provide that an official in whom is vested a discretion must not, in the exercise of that discretion, take into consideration irrelevant factors. I do not think it is necessary to review all these authorities, for the principles are not in dispute: what is in dispute is whether they are applicable to the present case. Once again the argument on behalf of the Plaintiff depends upon the assumption that for the purposes of Special Condition 7 the Director of Public Works is required to act in the capacity of an arbitrator rather than as the alter ego of the landlord (the Crown). I see no reason

at all to accept that assumption, but, on the other hand, am of opinion that Special Condition 21 is wholly inconsistent with it. It was argued that, if the Director of Public Works was not being named as an arbitrator, so that he was to have a discretion enabling him to veto any and every plan submitted for approval under Special Condition 7, that would destroy the whole basis of the contract. If in *Viscount Tredegar v Harwood* 1929 A.C. 72 the named insurance office had gone out of business, the landlord could equally have prevented the tenant from complying with the covenant to insure by declining to approve an alternative "responsible insurance office". However, that case is authority for the proposition that a landlord whose approval is necessary for some act by the tenant has an absolute right to withhold his approval without entering into reasons. That does not mean that if the landlord gives reasons it is open to the tenant to argue that the reasons are insufficient. Only Lord Blanesburgh, in a dissenting judgment, thought that *Dallman v King* (1837) 1835-42 All E.R. Rep. 411 could be applied in the circumstances of that case. It is true that the House of Lords went on to say that, if it were possible to imply a term that the landlord's approval was not to be unreasonably withheld, the landlord's disapproval in that case was reasonable, but the law is as laid down by the House. Tindal, C.J. in *Dallman v King* (supra at p. 412I) did say:

"It never could have been intended that [the lessor] should be allowed capriciously to withhold his approval. That would have been a condition which would go to the destruction of the thing granted, and if so, according to the well-known rule, the thing granted would pass discharged of the condition".

If the Director of Public Works had capriciously disapproved every plan submitted prior to the expiration of the five years fixed by General Condition 9 for the fulfilment of that building condition, no doubt *Dallman v King* could have been prayed in aid, but that is not the position here. In the present case the existence of Special Condition 21 makes it even less necessary than it was in *Viscount Tredegar v Harwood* to imply a term that approval should not be unreasonably withheld.

We are concerned solely with the legality or otherwise of the refusal by the Director of Public Works to approve under the Special Conditions the proposed redevelopment. I am not persuaded that he was not fully entitled to take the stand which he did.

I would dismiss the appeal.

Cons, J.:

I agree with what has just been said and would only like to add two personal views.

The first is as to the position if we are wrong in holding that consent was given under Special Condition 6 in 1953.

In *Hepworth v Pickles* 1900 1 Ch. 108 at 110 Farwell, J. set out the judgment of Pollock, C.B. in *Gibson v Doeg* (1857) 2 H. & N. 615 and then said:

“That I take to mean this — that if you find a long course of usage, such as in the present case for twenty-four years, which is wholly inconsistent with the continuance of the covenant relied upon, the Court infers some legal proceeding which has put an end to that covenant, in order to shew that the usage has been and is now lawful, and not wrongful.”

If the correspondence did not amount to a legal proceeding which made the present user of the land lawful we are forced to infer that there was some other legal proceeding. But I see no reason to infer that that other legal proceeding in itself permitted flats to be built to an unlimited height. Rather the opposite. It is common experience that developers build flats up to or near to the maximum that physical or other limitations permit. Grand Court could obviously physically have been built higher than it is. I can only presume that the developers were prevented from doing so by some provision in that inferred proceeding which limited them to the height to which they in fact built and which would still bind the present owners today. 10

The second is that in my view, while there may be some force in the argument that it would be improper for the Director to demand a premium for giving his approval under Special Condition 7 to works with which he is otherwise satisfied, the argument cannot in any event be extended to Condition 6. I take the intention of Condition 6 to be one which deliberately restricts the intensity of development. This is a matter which directly affects the value of the land and would have been taken into account when the lease was granted in 1931. I see nothing improper therefore in the Crown's demanding a premium if the Plaintiff wishes now to have those restrictions lifted. 20

I too would dismiss the appeal.

Zimmern, J.:

I also agree that the appeal should be dismissed.

31st October 1979.



In the  
Supreme  
Court of  
Hong Kong

Civil Appeal No. 84 of 1978

IN THE COURT OF APPEAL

(ON APPEAL FROM MISCELLANEOUS  
PROCEEDINGS NO. 773 OF 1977)

No. 16  
Order of  
the Court  
of Appeal  
Granting  
Conditional  
Leave to  
Appeal to  
the Privy  
Council

BETWEEN

HANG WAH CHONG INVESTMENT  
COMPANY LIMITED

Appellant  
(Plaintiff)

and

THE ATTORNEY GENERAL

Respondent  
(Defendant)

10

BEFORE THE HONOURABLE MR. JUSTICE HUGGINS,  
THE HONOURABLE MR. JUSTICE CONS AND  
THE HONOURABLE MR. JUSTICE ZIMMERN

ORDER

Dated the 31st day of October 1979

UPON MOTION by way of appeal from the judgment dated the 18th day of August 1978 made unto this Court by Counsel for the Plaintiff

AND UPON HEARING Counsel for the Plaintiff and Counsel for the Defendant

AND UPON READING the said judgment dated the 18th day of August 1978 20

THIS COURT DID ORDER that the said appeal should stand for judgment

AND the said appeal standing this day for judgment in the presence of Counsel for the Plaintiff and for the Defendant

THIS COURT DOTH ORDER that the said judgment dated the 18th day of August 1978 be affirmed

AND IT IS ORDERED that the Plaintiff do pay to the Defendant his costs occasioned by the said appeal, such costs to be taxed.

Sd. S. H. MAYO  
Registrar

In the  
Supreme  
Court of  
Hong Kong

No. 17  
Notice of  
Payment  
into Court

Civil Appeal No. 84 of 1978

IN THE SUPREME COURT OF HONG KONG  
COURT OF APPEAL

(ON APPEAL FROM MISCELLANEOUS  
PROCEEDINGS NO. 773 OF 1977)

BETWEEN	HANG WAH CHONG INVESTMENT COMPANY LIMITED	Appellant (Plaintiff)	
	and		
	THE ATTORNEY GENERAL	Respondent (Defendant)	10

TAKE NOTICE that:—

The Appellant has paid \$30,000.00 into Court.

The said \$30,000.00 is for security of costs payable under the Order given by The Honourable Mr. Justice Huggins, The Honourable Mr. Justice Cons and The Honourable Mr. Justice Zimmern on the 31st day of October 1979.

Dated the 6th day of November 1979.

Solicitors for the Appellant.

RECEIVED the sum of HONG KONG DOLLARS THIRTY THOUSAND  
(HK\$30,000.00) into Court.

Dated the 6th day of November 1979.

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Sd. S. H. MAYO  
Registrar.

In the  
Supreme  
Court of  
Hong Kong

No. 18  
Notice of  
Motion for  
Extension  
of Time for  
Preparation

Civil Appeal No. 84 of 1978

IN THE SUPREME COURT OF HONG KONG  
COURT OF APPEAL

(ON APPEAL FROM MISCELLANEOUS  
PROCEEDINGS NO. 773 OF 1977)

BETWEEN

HANG WAH CHONG INVESTMENT  
COMPANY LIMITED

Appellant  
(Plaintiff)

and

THE ATTORNEY GENERAL

Respondent  
(Defendant)

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TO: The Respondent THE ATTORNEY GENERAL of 2nd Floor, Legal Department, Central Government Offices, East Wing, Hong Kong.

TAKE NOTICE that the Court of Appeal will be moved at Ten O'clock in the forenoon on Friday, the 1st day of February, 1980 or so soon thereafter as Counsel for the Appellant can be heard for an Order that the time for preparation and despatch of the record of appeal under the Order of 31st October 1979 be extended for a further 2 months from 1st February 1980.

Dated the 28th day of January 1980.

S. H. MAYO  
Registrar

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This Notice of Motion was taken out by Messrs. Deacons of Ocean Centre, 8th Floor, Canton Road, Kowloon, Hong Kong, Solicitors for the Appellants. (Estimated time of hearing: 10 minutes)

Sd. DEACONS

Civil Appeal No. 84 of 1978

IN THE SUPREME COURT OF HONG KONG  
COURT OF APPEAL

(ON APPEAL FROM MISCELLANEOUS  
PROCEEDINGS NO. 773 OF 1977)

BETWEEN

HANG WAH CHONG INVESTMENT  
COMPANY LIMITED

Appellant  
(Plaintiff)

and

THE ATTORNEY GENERAL

Respondent  
(Defendant)

10

I, RICHARD ALAN PARRY of Flat 16B, Carble Garden, 2-3 Seymour Terrace, in the Colony of Hong Kong, Solicitor, make oath and say as follows:-

1. I am an Assistant Solicitor employed by Messrs. Deacons, Solicitors and Notaries of Ocean Centre, 8th Floor, Canton Road, Kowloon in the Colony of Hong Kong and have the conduct of these proceedings on behalf of the Appellant. The matters herein deposed to are matters within my own knowledge and are true.

2. The Appellant's appeal was dismissed with costs on 31st October 1979. At the same time Counsel for the Appellant sought leave to appeal to Her Majesty in counsel which application was granted and the conditions imposed were that the Plaintiff (Appellant) do furnish security for costs in the sum of \$30,000.00 within 7 days and prepare and despatch the Record of Appeal within 3 months from that date namely 31st October 1979. The Plaintiff duly furnished the security for costs in the sum of \$30,000.00 in compliance with the said Order but unfortunately it has not been possible for a combination of reasons to finalize preparation and despatch of the Record within the time limit imposed. 20

3. The reasons to which I refer in the preceding paragraph are partly personal. After the Appeal was dismissed on 31st October 1979 I was away from Hong Kong in November on leave and shortly after my return got married and regretably the papers did not receive the urgent attention that they required in my absence or on my return. The Christmas break then intervened and when I had finally prepared the draft Record with a view to submitting it to Crown Counsel for approval before sending it to the printers I learnt that the Crown Counsel actually handling the matter were out of Hong Kong at the time. I emphasise that in saying this I do not make any criticism of Crown Counsel who have been most co-operative in handling the matter expeditiously upon their return. I attempted to contact the printers in early January to request the expediting of the Record but was unable to get hold of the Manager until 14th January. The draft Record was submitted to him on 15th January and he has informed me that the printing of the Record will probably take 30 to 40 days. 30 40

4. I have to accept that the Appellant's inability to finalize preparation of the



In the  
Supreme  
Court of  
Hong Kong  
No. 19  
Affidavit  
of Richard  
Alan Parry  
(Contd.)

Record is substantially due to pressure of other work and personal commitments but it is my respectful submission that this Honourable Court can properly grant an extension of time as prayed in the Notice of Motion as the Respondent is in no way prejudiced by the delay on the Appellant's part. Indeed it is my understanding that the Respondents do not object to a reasonable extension of time for preparing and despatching the Record.

5. In the circumstances I humbly crave the Court's indulgence and ask for an extension of 2 further months in which to comply with the second condition imposed by this Honourable Court for leave to Appeal.

SWORN at Messrs. Y. K. Poon &  
Co. of Room 612, Ocean Centre,  
Canton Road, Kowloon the 26th  
day of January, 1980

} Sd. Richard A. Parry

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Before me,  
Sd. Y. K. Poon  
Solicitor, Hong Kong

In the  
Supreme  
Court of  
Hong Kong

No. 20  
Order of  
the Court  
of Appeal  
Granting  
Extension  
of Time  
for  
Preparation

Civil Appeal No. 84 of 1978

IN THE COURT OF APPEAL

(ON APPEAL FROM MISCELLANEOUS  
PROCEEDINGS NO. 773 OF 1977)

BETWEEN

HANG WAH CHONG INVESTMENT  
COMPANY LIMITED

Appellant  
(Plaintiff)

and

THE ATTORNEY GENERAL

Respondent  
(Defendant)

10

**BEFORE THE HONOURABLE MR. JUSTICE HUGGINS AND  
THE HONOURABLE MR. JUSTICE O'CONNOR**

**ORDER**

UPON READING the notice of motion dated the 28th day of January, 1980 on behalf of the Plaintiff that it may be granted an extension of time for preparation and despatch of the record of appeal

AND UPON READING the affidavit of Richard Alan Parry filed herein on the 28th day of January 1980

AND UPON HEARING Counsel for the Plaintiff and Counsel for the Defendant

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IT IS ORDERED that the time for preparation and despatch of the record of appeal under the Order of the 31st October 1979 be extended for a period of two (2) months from the date hereof.

Dated the 1st day of February 1980.

(Sd.) N. J. BARNETT  
Acting Registrar

