



In the Privy Council

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**ON APPEAL**  
***FROM THE COURT OF APPEAL OF HONG KONG***

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BETWEEN

AIK SAN REALTY LIMITED  
TUNG HING SHING REALTY LIMITED - - *Appellants*  
YAU SUN DEVELOPMENT COMPANY LIMITED *(Plaintiffs)*

AND

ATTORNEY GENERAL - - - - - *Respondent*  
*(Defendant)*

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**RECORD OF PROCEEDINGS**

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**M. K. LAM & CO.**

*Solicitors for the Appellants (Plaintiffs)*

**CROWN SOLICITOR**

*Solicitors for the Respondent (Defendant)*

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*(Defendant)*

**RECORD OF PROCEEDINGS**

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**Miscellaneous Proceedings**

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1980, No. 651

*In the  
Supreme Court  
of Hong Kong  
Miscellaneous  
Proceedings*

IN THE SUPREME COURT OF HONG KONG  
HIGH COURT  
MISCELLANEOUS PROCEEDINGS

No. 1  
Originating  
Summons

IN THE MATTER of Regulation 16  
of the Building (Planning) Regulations,  
Cap. 123

and

10

IN THE MATTER of the proposed  
redevelopment of Inland Lot 457, Section  
F, and Remaining Portions of Sections  
C, D, E and G (16-26 Yun Ping Road,  
Hong Kong)

and

IN THE MATTER of the Building  
Authority's rejection of building plans  
on 25th January, 1980.

BETWEEN

20

AIK SAN REALTY LIMITED  
TUNG HING SHING REALTY LIMITED  
YAU SUN DEVELOPMENT COMPANY LIMITED

*Plaintiffs*

and

THE ATTORNEY GENERAL

*Defendant*

To: The Attorney General, Legal Department, Central Government  
Offices, Victoria in the Colony of Hong Kong.

30

Let the Defendant within 8 days after service of this Summons on  
him, inclusive of the day of service, cause an appearance to be entered to  
this Summons which is issued on the application of the Plaintiffs whose  
registered office is situate at Room 97, New Henry House, 10 Ice House  
Street, Hong Kong.

By this Summons the Plaintiffs claim against the Defendant for the  
following relief: —

- (a) A declaration that upon the true construction of Regulation 16 of  
the Building (Planning) Regulations, the Plaintiffs' proposed building

on the aforesaid site (other than Section F thereof) will not abut, front or project over Jardine's Crescent.

- (b) A declaration that the Building Authority's decision dated 25th January, 1980 rejecting the Plaintiffs' building plans on the ground that the street shadow area had been exceeded under Building (Planning) Regulation 16 was accordingly invalid.
- (c) A declaration that the Plaintiffs' said building plans are deemed under Section 15 (1) of the Buildings Ordinance to have been approved by the Building Authority.
- (d) Such further or other relief as may be just.

**10**

Dated the 16th day of July, 1980.

(*Sd.*) N. J. BARNETT  
*Acting Registrar*

*Note*:—This summons may not be served later than 12 calendar months beginning with the above date unless renewed by Order of the Court.

This summons was taken out by Messrs. M. K. Lam & Co., of Yip Fung Building, 7th floor, D'Aguiar Street, Victoria in the Colony of Hong Kong, Solicitors for the Plaintiffs whose registered office is situate at 97, New Henry House, 10 Ice House Street, Hong Kong.

(*Sd.*) M. K. LAM & Co.  
*Solicitors for the Plaintiffs*

**20**

### **DIRECTORS FOR ENTERING APPEARANCE**

The Defendant may enter an appearance in person or by a solicitor either (1) by handing in the appropriate forms, duly completed, at the Registry of the Supreme Court in Victoria, Hong Kong, or (2) by sending them to the Registry by post.

**Interlocutory Order dated 26th September, 1980**

*In the  
Supreme Court  
of Hong Kong  
Miscellaneous  
Proceedings*

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**BEFORE MR. REGISTRAR RYAN OF SUPREME COURT  
IN CHAMBERS**

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No. 2  
Interlocutory  
Order  
Dated 26th  
September, 1980

**ORDER**

Upon the application by the Plaintiffs and by consent IT IS ORDERED that:—

- 10
- (a) the Defendant do within 28 days serve an affidavit in reply to that filed by the Plaintiffs on the 16th day of July, 1980;
  - (b) the Plaintiffs be at liberty to serve a further affidavit in reply to the Defendant's within 14 days of the Defendant's filing in their afore-said affidavit;
  - (c) the hearing of the Originating Summons issued herein on the 16th July, 1980 be heard before a Judge in Chambers on a date to be fixed according to Counsel's diary, such hearing being estimated to require 2 days, and that the first appointment fixed on the 10th day of October, 1980 at 10:00 o'clock in the forenoon before the Registrar in Chambers be vacated;
  - (d) the parties herein be at liberty to apply; and
  - (e) the costs of this hearing be costs in the cause.

20 Dated the 26th day of September, 1980.

(Sd.) J. G. ROY (L.S.)  
*Acting Registrar*



JUDGMENT OF HIGH COURT

No. 3  
Judgment of  
High Court

Coram : Liu, J. in Chambers.

Date : 23rd December, 1980.

Between May 1978 to November, 1979, the plaintiffs purchased six houses Nos. 16-26 Yun Ping Road with similar site areas. These six houses are sandwiched between Yun Ping Road and Jardine's Crescent. From July to November, 1979, a narrow strip of land facing Jardine's Crescent was assigned by the plaintiffs to Mentor Estate Limited for \$570,000. This strip of land lies immediately next to the pavement of Jardine's Crescent and extends all the way along five of the six houses *i.e.* from No. 18 to No. 26 but leaving No. 16 unencroached. It measures 140 feet in length but only 13 inches in depth. The more precise site area of this narrow strip is given as 12.801 square metres (137.738 square feet) on the plan exhibited to the affirmation of the architect, Simon Kwan dated 15th July, 1980 and therein marked "SK-6". Of the total site area of 10,585.438 square feet for these six houses assigned to the plaintiffs, this filamentous portion represents only 1.301 per cent.

10

Mentor Estate Limited proposes to erect an advertising signboard on this narrow strip for some \$90,000. The wall-like signboard will run parallel to Jardine's Crescent along the entire elongated site of Mentor Estate Limited reaching a height of 18 feet. On the remainder of the original total site area of these six houses, the plaintiffs intend to erect an almost 255-foot tall 27-storeyed building which is over fourteen times the height of the advertising signboard of Mentor Estate Limited.

20

The plaintiffs and Mentor Estate Limited retain the same professional advisers. The proposed plans for the 255-foot tall 27-storeyed building and the 18-foot advertising signboard were submitted for approval at about the same time on the 28th and 27th November, 1979 respectively. There is ample sign of co-ordination between the plaintiffs and Mentor Estate Limited, but it cannot be denied that they are in fact separate groups of legal entities.

30

On the 11th April, 1980, the proposed plan for the advertising signboard of Mentor Estate Limited was provisionally approved by a Form 12, subject to modification of certain structural details to overcome inadequate resistance to wind stress. The load carried by the four steel foundation columns in the original design has been evenly distributed to a modified reinforced foundation of eleven steel columns. Final approval for this redesigned advertising signboard of Mentor Estate Limited is not expected

to be further delayed by departmental objections. The signboard stretching from end to end of five of the six houses facing Jardine's Crescent *i.e.* Nos. 18-26 inclusive, will deprive the plaintiffs' 27-storeyed building actual land contiguity with that street save for that representing the present boundary of No. 16.

10 The plaintiffs' 27-storeyed commercial and domestic complex is so designed that its main entrances will face Yun Ping Road. The two main entrances on the upper ground level, one on each side of the building, will open onto Yun Ping Road. Next to one of the main entrances will be a staircase also discharging into Yun Ping Road. The rear side of the complex facing Jardine's Crescent is designed as a blank wall with no windows or openings except for 1/6th of its lower ground floor level which will physically join up with Jardine's Crescent. That rear portion in actual contact with the street will provide a rear entrance on the lower ground floor level from Jardine's Crescent, and through this rear entrance access may be gained to all the upper floors of the building. A second staircase discharges into Jardine's Crescent *via* two ramps and a pair of street openings. A further exit on this level will lead from the transformer room which is designed as a self-contained unit.

20 It would not be impertinent to refer here to Regulation 41 (2) of the Building (Planning) Regulations which requires the provision of a second staircase as a means of escape in case of emergency for a building exceeding 6 storeys in height. Therefore, the second staircase in the rear discharging into Jardine's Crescent is a necessity required by law.

The plaintiffs' submission for their proposed commercial and domestic complex was rejected by the Building Authority on the 25th January, 1980 principally on account of their alleged non-compliance with the provisions in Regulation 16 of the Building (Planning) Regulations.

30 The marginal note of Regulation 16 refers to "Height of buildings adjacent to street" which, if it is permitted to have regard to, may assist in gaining an insight into the purport of Regulation 16, but even published together with the Ordinance, marginal notes in Hong Kong have also been jealously excluded. See **In The Matter of The Canton Trust and Commercial Bank Limited (No. 1)**<sup>(1)</sup> and **A.G. v. Asia Electronics Company Limited**<sup>(2)</sup>.

The relevant parts of Regulation 16 are set out below:—

"16. (1) Where a building abuts, fronts or projects over a street, the height of such building shall be determined by reference to the street shadow area thereof.

(1) 1965 HKLR 450

(2) per Huggins, J., as he then was, unreported but judgment of which was delivered on the 28th June 1974

(2) Subject to paragraph (3), the street shadow area of a building shall not exceed the area obtained by applying the formula —

$$\frac{F \times W}{2}$$

in which —

F is the length of the frontage of the building; and W is the width of the street upon or over which the building abuts, fronts or projects. (4) For the purposes of this regulation —

10

“frontage” in relation to a building, means that boundary of a site upon which the building is erected which abuts or fronts a street and includes any service lane or other opening within such boundary;

“Street shadow area” in relation to a building, means an area on the surface of a street contained by —

- (a) a line formed by the projection from every part of the side of the building abutting, fronting or projecting over such street of planes at an angle of 76° from the horizontal from the highest point on such building or on any projection therefrom of a permanent nature, from which such planes could be drawn uninterrupted by any other part of that building;
- (b) a line formed by the frontage of the building; and
- (c) lines drawn from each extremity of the frontage of the building at right angles to the centre line of the street.”

20

Thus, under Regulation 16, when and only when a building abuts or fronts (there is no question here of any projection over) a street, its height is to be determined by reference to the street shadow area. In the prescribed formula for calculating the street shadow area of a building, the length of its frontage is one of the governing factors. Frontage has been defined as meaning the site boundary which abuts or fronts a street. It follows that if a building does not abut or front a street as envisaged by Regulation 16, limitation on its street shadow area or height limitation does not even begin to apply.

30

On sheet 4 of the submitted drawings for the plaintiffs’ proposed 27-storeyed building, the authorized architect has calculated its street shadow

area over Jardine's Crescent. By necessary implication, it must have been conceded, at least architecturally, that the plaintiffs' building will abut and/or front Jardine's Crescent. As between the plaintiffs' authorized architect and the Building Authority, the difference seems to lie merely in the proper length of the frontage of the proposed building on its side facing Jardine's Crescent for calculating its street shadow area. The plaintiffs' authorized architect maintained that such frontage length should be confined to the boundary of No. 16 in actual contact with Jardine's Crescent, as the boundary of Nos. 18-26 facing Jardine's Crescent would be, so argued the plaintiffs' authorized architect, separated from Jardine's Crescent by the thirteen inches intervening advertising signboard of Mentor Estate Limited. The Building Authority took the stand that the length of the frontage of the plaintiffs' proposed building on the side facing Jardine's Crescent *i.e.* its site boundary along that street, must include the whole length stretching from Nos. 16 to 26 notwithstanding the 18-foot tall intervening signboard. On the 25th January, 1980, despite the lack of actual physical contiguity of land for 5/6ths of the site boundary facing Jardine's Crescent, the Building Authority rejected the plaintiffs' submission for, *inter alia*, the reasons in the following terms:—

20                   “ The street shadow area over Jardine's Crescent has been exceeded, Building (Planning) Regulation 16. Your calculations should be based upon the overall frontage of the building. The alienated portion is not considered to affect the application of this Regulation.”

30                   In these proceedings, leading counsel for the plaintiffs adopted a more sweeping approach. It was contended that as the plaintiffs' proposed 27-storeyed building would not itself abut upon or front Jardine's Crescent, calculation of the limit of its street shadow area over Jardine's Crescent was uncalled for. Mr. Swaine's able analysis was that the plaintiffs' proposed building could never front Jardine's Crescent by reason of two facts, firstly that with only its bare back towering over Jardine's Crescent, it was not designed to stare that street in the face, and secondly that it would have no real contiguity with that street. Further, leading counsel elaborated that the actual contact with Jardine's Crescent of the portion of the plaintiffs' proposed building along the side of the site of No. 16 presently bordering that street would not be significant enough, both in length and utility, to bring about “fronting” or “abutting” within the meaning of Regulation 16. It was pressed upon me that it was necessarily a matter of degree and that relatively the proposed 27-storeyed building ought to be taken as having no real physical contiguity with and not abutting upon Jardine's Crescent. Also for this reason, so ran counsel's arguments, it cannot front the street even should the building be facing it.

40                   By their Originating Summons, the plaintiffs seek a declaration on the effect of Regulation 16 in terms of their submitted interpretation. No. 16 Yun Ping Road is section F of Inland Lot No. 457, and by their prayer for the declaration sought on the construction of Regulation 16, the plaintiffs themselves seem to have acknowledged that a portion of the site boundary

of their proposed building representing the site of No. 16 presently bordering Jardine's Crescent will abut upon or front that street. Prayer (a) for that declaration of the plaintiffs is set out verbatim below: —

“(a) A declaration that upon the true construction of Regulation 16 of the Building (Planning) Regulations, the plaintiff's proposed building on the aforesaid site (other than Section F thereof) will not abut, front or project over Jardine's Crescent.”

The plaintiffs further crave a declaration that the Building Authority's rejection of their submitted plans for their proposed 27-storeyed building on the 25th January, 1980 was in excess of jurisdiction conferred by Regulation 16 and accordingly invalid. 10

There is yet another declaration prayed for by the plaintiffs, but no submissions were advanced in support thereof, and it must be taken as having been abandoned.

A number of authorities were cited to me but they must be read with caution. These cases were decided on different provisions in somewhat unrelated legislation. For our purpose, no more than a guarded reception should be given to principles of general application evolved from these decisions. Of the authorities cited to me, it is evident that in construing “fronting” and “abutting”, the subject matter and the legislative purpose and object need constantly be remembered. In Wakefield Local Board of Health v. Lee & Another<sup>(3)</sup>, at p. 343, Grove, J. said of the words “fronting, adjoining, or abutting upon” in the following terms: 20

“Except in mathematics, it is difficult to frame exhaustive definitions of words; they must be construed with reference to the subject-matter to which they are applied.”

In Lightbound v. Higher Bebington Local Board<sup>(4)</sup>, at p. 584, Bowen, L.J. observed:

“It is that in construing the words (front, abut, and adjoin) you must look at the subject matter of the section and see what is its scope and object.” 30

The authorities commended for my consideration are concerned with expenses of paving or improving a street to which the principal entrance of a house had access. Our Regulation 16 was introduced with a view to conserving the desired quantity of accessible sunlight on street level by limiting building height. It is inherently tied to shadow casting. It matters not

(3) (1876) 1 Ex.D. 336

(4) (1885) 16 Q.B.D. 579

10 whether there is absolute land contiguity. A building not having physical contiguity with the street may cast on it an equally unwanted shadow, and even a building one row behind, given sufficient height, may cast a shadow just as objectionable. It is only too true that not just the front of a building, but all its sides may cast an unwelcome shadow on the street. When one turns to the definition of “street shadow area” in Regulation 16 (4), paragraph (a) of which refers to “every part of the side of a building”, it can readily be appreciated that the object of Regulation 16 is to control a shadow cast by any side, and not just the front of a building. Therefore, the face of a building and its actual contiguity with the street are two elements which should not be given a place of prominence in the interpretation of Regulation 16.

20 In all the authorities cited, the liability for the expenses of paving or improving any part of the street was not contemplated to attach to anyone other than the owner whose building enjoyed that corresponding length of frontage. See counsel’s argument at p. 850 in Lightbound v. Higher Bebington Local Board(5). Whilst in those cases, the prime consideration was the benefit enjoyed, Regulation 16 seeks to impose a restriction on building height by reference to controlled deprivation of natural light. Legal interpretation of Regulation 16 aside, the question in the forefront must be whether the structure in front immediately next to the street is substantial enough to remove or dilute any harmful effect of obstruction to natural light caused by the building a row behind or conversely, whether the building behind is by comparison of such magnitude as to reduce the structure in front to an erection of no real consequence. It must not be forgotten that Regulation 16 is not concerned with a singular liability for improvement expenses but with multiple effects arising from artificial interference with incident sun rays.

30 At p. 853, Smith, J. in the case of Lightbound, made what appears at first sight to be an inspiring remark: “How can there be two owners whose land fronts, adjoins or abuts on the street?” Apart from the different object sought to be achieved by the unrelated legislation in the case of Lightbound, what must not be lost sight of is that a site is two dimensional and a building is in three dimensions. The third dimension of a building is height which presents an aspect to what stands ahead and may be fronting it. Focussing on shadows cast by a side of a building, physical contiguity must lose much of its importance. It need also be remembered that although street shadow area is sought to be limited by Regulation 16, not all the buildings capable of casting an infringing shadow are captured by that regulation. It is only when a building abuts or physically or constructively fronts a street that the regulation could be invoked.

40 It is common ground that real contact is an essential ingredient in “abutting”. Common sense dictates that unless a significant part of a building actually and physically touches a street, the building does not abut upon it.

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(5) (1885) 14 Q.B.D. 849 at 850

In the instant case, a section of consequence will abut upon Jardine's Crescent. The portion actually touching Jardine's Crescent will provide a rear entrance and a pair of exits for the second staircase. In my view, the plaintiffs' proposed building will abut upon that street.

As for "fronting", on the facts of this case, the portion of the plaintiffs' proposed building which will have absolute contiguity with Jardine's Crescent is, in my view, of consequence. It will provide a substantial and requisite means of access to it. I have explained why physical contiguity is not vital for "fronting", but nevertheless physical contiguity of any part of the building with the street remains a factor not to be lightly ignored. Even without any actual contiguity, in determining whether a building actually or constructively fronts a street, regard must be had to considerations such as the importance of an exit road discharging into that street, the dimensions of a side overbearing upon it, the proximity of the building to the street and the nature and size of any intervening structure. It is quite impossible to attempt at an exhaustive list. Each case must be judged on its own merits. Broadly speaking, a building may front or give an aspect to a street if it presents a significant side to it by having either an important entrance leading from it or an overbearing portion virtually next to it or both. In this case, the rear wall of the plaintiffs' proposed building will have both these qualities: a side in part merely 13 inches away, reaching almost 255 feet with all its 27 storeys in addition to the requisite and other entrances from Jardine's Crescent. 10 20

It is largely a matter of degree, but in this case there can be no doubt that the signboard of such inconsequential dimensions as compared with the plaintiffs' proposed 27-storeyed building will not achieve the effect of withholding the presentation by this building of an aspect to Jardine's Crescent.

In conclusion, a building in this condition with a portion in actual contact with Jardine's Crescent, in point of the justice and equity of the case, can well be said, as a building, to be both abutting and fronting that street within the context of Regulation 16. 30

How then is its street shadow area to be calculated under Regulation 16 (2)? It is a fact that 5/6ths of the frontage of that proposed building facing Jardine's Crescent will be physically separated from that street by the width of thirteen inches of an intervening 18-foot tall structure owned by Mentor Estate Limited. The minimal separation in the manner earlier described will neither render the back of the plaintiffs' proposed building shadow free nor serve to sever all realistic association of that building with Jardine's Crescent. Shadow casting is not by itself a primary consideration, but I take the view that the plaintiffs' proposed building will present a significant side to Jardine's Crescent, which will in its close proximity to the street cast an alarmingly seizable shadow thereon. It is truly a matter of degree. For the purposes of Regulation 16 (2), a large and liberal construction should likewise be put on the term "the frontage". In my judgment, the whole length of the rear side of the plaintiffs' proposed building (1/6th 40

actually contiguous and 5/6ths behind a thirteen inches strip) will front Jardine's Crescent for determining the permitted street shadow area under Regulation 16 (2). Even completely without contiguity, upon the facts stated the plaintiffs' proposed building merely standing some thirteen inches behind an 18-foot signboard would, in my opinion, still present a significant side in close proximity to Jardine's Crescent rendering the building itself one which would front the street and its entire side "frontage" eligible for the formula prescribed by Regulation 16 (2).

10 I turn finally to the plaintiffs' arguments and will endeavour to examine them more closely. It was urged upon me that the proposed building would not front Jardine's Crescent by reason that it would neither be looking over Jardine's Crescent nor, to a material degree, actually touching it. Even for cases decided on liability for expenses incurred in paving or improving a street, absolute or actual contiguity with the street has at times been held to be unnecessary. In Lightbound v. Higher Bebington Local Board<sup>(5)</sup>, Mathew, J. had this to say :

20 "It was argued for the appellant that these words mean the same thing, and imply every case absolute contiguity with the street of the land sought to be charged. I am not satisfied that that contention is well founded. The cases shew, and particularly the case of Wakefield Local Board v. Lee (1 Ex.D. 336) shews, that absolute contiguity with the street is not necessary in order to impose liability upon owners in respect of these expenses. If the cottages had any direct access to the street, I am not prepared to say that the case would not come within the provisions of s. 150."

30 It would not be out of place here to revert to Wakefield Local Board of Health v. Lee<sup>(3)</sup>, where the Local Board of Health required occupiers of properties separated from a street by a small stream to pay expenses incurred in street improvement. The principal outlet from these properties discharged into another street. There were two bridges built across the small stream, and the Local Board of Health's claim against the owners of these properties was as "owners or occupiers of premises fronting, adjoining, or abutting upon" that street. It was argued by the owners that as the principal entrances to their properties were all from another street, they could not be owners of premises fronting, adjoining, or abutting upon the street across the stream. Cleasby, B. took the view that the properties did not front the street across the stream but held that the properties in question were adjoining the street. At p. 342, Cleasby, B. delivered his reasons :

40 "The most important word is 'adjoining'. Now it seems to me that, as the stream is very small, the premises are not really separated from the lane, and may be said to adjoin."

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(3) (1876) 1 Ex.D. 335

(5) (1885) 14 Q.B.D. 849 at 851



Grove, J. preferred a more practical approach and made the observation that with main entrances facing a different direction, the premises in question might still be said to front the street across the stream. At p. 343, the learned judge concluded :

“ Now it is to be observed that the narrow stream is crossed by two bridges, and that these bridges are under the control of the respondents. There is for practical purposes no division by intervening land, and I think that the respondents’ premises may be said in popular language to abut upon the lane, for the bridges, so far as appears, are useful only to them; and I also think that they may be said to front the lane; and further, I do not say that they may not adjoin.”

10

The liberal view of Grove, J. was not favourably received by Bowen, L.J. in **Lightbound v. Higher Bebington Local Board**(4) :

“ With regard to ‘front’ and ‘abut’, it does not appear to me that these cottages in either plot can be said, in any fair use of language, to front or abut upon the part of the street which has been paved, and it seems to me, though it is not necessary to decide it, that the judgment of Cleasby, B., in **Wakefield Local Board v. Lee** (1 Ex.D. 336) is preferable to that of Grove, J.”

20

In **Lightbound’s** case, it was held that cottages erected on plots of land separated from a street by a 5-foot wall belonging to a different owner did not front, adjoin, or abut on the street so as to make their owners liable for contribution towards the expenses of sewerage and paving the street.

In **The School Board for London v. The Vestry of St. Mary, Islington**(6), a school-house did not touch a street but stood back from it some 70 or 80 feet separated by a row of eleven small garden houses. The school-house and its property had its only access from the street. It was held that the school-house constructively formed part of the street within the meaning of “the houses forming the street.”

30

In **Stewart v. Greenock Corporation**(7), the owner of the upper flat in a villa was held not to be a proprietor of premises fronting a street which was immediately outside the ground floor flat of the villa. The only access to the upper flat was from another street. Whilst the Sheriff, Mr. McLean, Q.C. acknowledged the reality that a building might front a street with any of its four sides in the ordinary sense of the word, he construed the word “fronting” in the provision containing the words “the owners of the lands or

(4) (1885) 16 Q.B.D. 577 at 584

(6) (1875) 1 Q.B.D. 65

(7) (1957) Scots Law Times 21

premises fronting or abutting on” a street as having “very much the same meaning” as that of the word “abutting”. Thus, he was virtually driven to conclude that as in the case of “abutting”, “fronting” must be supported by absolute contiguity with the land of the street. At p. 25, the Sheriff had this to say :

10 “ I have already said that in my opinion to ‘front’ as here used means ‘to present a face or aspect to the street’, but that definition is obviously insufficient. A building may present a face or aspect to the street and yet be a long way back from that street or separated from it by intervening property belonging to someone else. Where then is the line to be drawn? ”

20 “ The thickness of a wall belonging to someone else has been held sufficient to prevent a property from abutting upon a street. What sort or size of intervening property can be held to prevent it from fronting upon a street? It seems to me that very much the same considerations apply and that although in the popular sense Mr. Stewart’s corner flat might be said to front on both Brisbane Street and Fox Street in respect that it overlooks those two streets, it cannot be said to front them in the technical sense in which I think the word must be held to be used in the sections of the Acts under consideration.”

I pass then to consider the case of **The Newport Urban Sanitary Authority v. Graham**<sup>(8)</sup> which is another decision on the words “adjoining” and “abutting” in legislation for street paving expenses. It was there held that premises, separated from the street by the owner’s own wall of 12 feet viewed from the outside, adjoined and abutted on the street. But as can be seen in the case of **Lightbound**<sup>(4)</sup> where the wall completely severing the property’s  
30 physical contiguity with the land of the street belonged to a stranger, an opposite conclusion was reached that the premises did not front, adjoin, or abut upon the street. There will be no total severance in this case. Moreover, the authorities to which counsel alluded were decided in their particular circumstances on unrelated legislation for different objects and purposes. **Buckinghamshire County Council v. Trigg**<sup>(9)</sup>, may serve as a reminder against any indiscriminate assimilation of the propounded principles in cases for paving expenses with those governing other legislation, particularly on dissimilar facts. In Trigg’s case, the word “fronting” was to include the word “adjoining” and the word “adjoining” to include the word “abutting”.  
40 Consequently, the word “fronting” had to be minced with this added spice, and the decision can offer no real assistance. At p. 408, Salmon, J. attributed the decision in Trigg to its own particular facts.

(8) (1882) 9 Q.B.D. 183

(9) (1963) 3 All ER 403

The decision in these cases for exacting contribution towards street improvement, may lend support to the general proposition that a building facing but standing back some distance from a street fronts the street when its only or principal entrance leads to that street. In the instant case, a secondary staircase is one statutorily required by Regulation 41 (2). The theme of the regulation under consideration is shadow casting. I am impressed by the definition first debated but ultimately abandoned as being insufficient by Mr. McLean, Q.C., the Sheriff in Stewart v. Greenock Corporation(7) :

“To ‘front’ as here used means ‘to present a face or aspect to the street’.”

10

I find it quite appropriate to our Regulation 16 presently under discussion. A definition of “aspect” in the Shorter Oxford Dictionary which also seems relevant is given as :

“A looking, facing, or fronting in a given direction; the side or surface which fronts in any direction.”

In conjunction with Regulation 16 (4) (a) which refers to “every part of the side of the building”, it is tolerably clear that Regulation 16 seeks to draw no distinction from any one side of a building. At least, the plaintiffs’ proposed building will have a necessary second staircase which is, in a sense, a subsidiary principal entrance from Jardine’s Crescent. Even strictly on the general principle enunciated in the cases cited, the plaintiffs’ proposed building may well be said to be fronting it. But construction of Regulation 16 should best be attempted independently of these authorities on street improvement contributions. I have no wish to whittle away these decisions in their proper context by fine distinctions, but there is obvious danger in seeking to apply principles of even the most general application in these cases to Regulation 16.

20

These entrances and exits on the lower ground level will, together with realistic land contiguity, certainly give the back of the building added importance. In all the circumstances, on a true construction of Regulation 16 independently of any of the decisions hereinbefore so eloquently relied upon, I find the intervening erection of Mentor Estate Limited in front of most of the plaintiffs’ proposed building inconsequential and I hold that the plaintiffs’ proposed building will abut and/or front Jardine’s Crescent and that its entire site boundary along that street must be included for calculating the street shadow area.

30

For all these reasons, I dismiss the plaintiffs’ Originating Summons with costs for the defendant.

John Swaine, Q.C. & Anthony Neoh (M. K. Lam & Co.) for Plaintiffs.  
N. Strawbridge for Defendant.

**In the Supreme Court of  
Hong Kong**

**Appellate Jurisdiction**

**Civil Appeal No. 14 of 1981**

**(on Appeal from High Court**

**Miscellaneous Proceedings**

**Action No. 651/1980)**

IN THE SUPREME COURT OF HONG KONG

Civil Appeal No. 14 of 1981

IN THE COURT OF APPEAL

(On Appeal from High Court Miscellaneous Proceedings  
Action No. 651 of 1980)

*In the  
Supreme Court  
of Hong Kong  
Appellate  
Jurisdiction*

No. 4  
Notice of  
Appeal

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BETWEEN

AIK SAN REALTY LIMITED *Plaintiffs*  
TUNG HING SHING REALTY LIMITED *(Appellants)*  
YAU SUN DEVELOPMENT COMPANY LIMITED

10

and

THE ATTORNEY GENERAL *Defendant*  
*(Respondent)*

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**NOTICE OF APPEAL**

TAKE NOTICE THAT the Court of Appeal will be moved as soon as Counsel can be heard on behalf of the above-named Plaintiffs on appeal from the Order of the Honourable Mr. Justice B. Liu given on the 23rd day of December 1980 dismissing the Originating Summons issued on behalf of the said Plaintiffs for an Order that the said Order be set aside, and the declarations sought by the said Plaintiffs be granted, with costs of this Appeal and the costs below to the Plaintiffs.

20

AND FURTHER TAKE NOTICE THAT the grounds of this Appeal are that the learned judge had erred in law in finding that the proposed building on the Plaintiffs' site known as Nos. 16-26 Yun Ping Road did for the purpose of Regulation 16 of the Building (Planning) Regulations abut and/or front Jardine's Crescent and that its entire site boundary along the said Jardine's Crescent must be included for calculating the street shadow area.

AND FURTHER TAKE NOTICE THAT the Plaintiffs intend to set down this Appeal.

Dated this 30th day of January, 1981.

(Sd.) M. K. LAM & CO.  
*Solicitors for the Plaintiffs*  
*(Appellants)*

**SUPPLEMENTARY NOTICE OF  
ADDITIONAL GROUNDS OF APPEAL**

No. 5  
Supplemental  
Notice of  
Additional  
Grounds of  
Appeal

TAKE NOTICE THAT at the hearing of this Appeal the Plaintiffs will rely upon the following further grounds : —

- (1) That the learned judge misconstrued the term “fronts” in Regulation 16 of the Building (Planning) Regulations.
- (2) That the learned judge wrongly held that physical contiguity is not essential for “fronting”.
- (3) That the learned judge wrongly held that the Plaintiffs’ proposed building will “front” onto Jardine’s Crescent. **10**
- (4) That the learned judge wrongly held that in calculating street shadow area for the purposes of Regulation 16 the whole length of the rear side of the Plaintiffs’ proposed building will “front” Jardine’s Crescent. The Plaintiffs say that if (which is denied) the proposed building “fronts” Jardine’s Crescent at all, it only does so to the extent of the boundary of the site of No. 16 Jardine’s Crescent, and that any street shadow area should be calculated accordingly.

Dated this 18th day of May, 1981.

(*Sd.*) M. K. LAM & Co.  
*Solicitors for the Plaintiffs*  
(*Appellants*)

## JUDGMENT OF COURT OF APPEAL

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*In the  
Supreme Court  
of Hong Kong  
Appellate  
Jurisdiction*

Coram: Sir Alan Huggins, V.-P., Leonard and Li, JJ.A.

Date: 30th June, 1981

No. 6  
Judgment of  
Court of Appeal

Sir Alan Huggins, V.-P.:

We are called upon to interpret regulation 16 of the Building (Planning) Regulations, which relates to the permitted height of buildings.

- 10 The Appellants planned to develop a piece of land by the erection thereon of a building. They desired to build to the maximum height permitted by law and were advised that if they could avoid making one side of the building contiguous throughout its length with Jardine's Crescent they could go higher than would otherwise be allowed. Accordingly they hit upon the plan of selling to a third party a strip of land 140' long and 1'3" wide along the boundary with that street. Upon it the purchaser plans to erect an advertising sign board. The result of the sale was that any building erected upon the remainder of the site could be contiguous to Jardine's Crescent for no more than 1/6 of its length. The question we have to decide is whether this device succeeds. We are not concerned with the merits of it, for either the Appellants have been correctly advised, in which event the Building Authority has no right to object, or they are not within the regulation and the Building Authority is entitled to disapprove the plans, as it has in fact done.

20 There are only two regulations which govern the heights of buildings, regulations 16 and 19. It is common ground that regulation 19 has no application to the proposed building, but it is relevant to see what it says:

“ Where a site abuts on a street less than 4.5 m wide or does not abut on a street, the height of a building on that site or of that building, the site coverage for the building and any part thereof and the plot ratio for the building shall be determined by the Building Authority.”

- 30 Like others of these regulations that could have been better expressed: it is by no means clear to what structure the words “that building” can possibly refer. It is accepted that the site upon which the Appellants proposed to build does “abut on a street”, albeit not at all points.

The material parts of regulation 16 are:

“ (1) Where a building abuts, fronts or projects over a street, the height of such building shall be determined by reference to the street shadow area thereof.

(2) Subject to paragraph (3), the street shadow area of a building shall not exceed the area obtained by applying the formula

$$\frac{F \times W}{2}$$

in which —

F is the length of the frontage of the building; and W is the width of the street upon or over which the building abuts, fronts or projects.

(4) For the purposes of this regulation —

10

“frontage” in relation to a building, means that boundary of a site upon which the building is erected which abuts or fronts a street and includes any service lane or other opening within such boundary;

“street” means a street or service lane at least 4.5 m wide;

“street shadow area” in relation to a building, means an area on the surface of a street contained by —

(a) a line formed by the projection from every part of the side of the building abutting, fronting or projecting over such street of planes at an angle of 76° from the horizontal from the highest point on such building or on any projection therefrom of a permanent nature, from which such planes could be drawn uninterrupted by any other part of that building;

20

(b) a line formed by the frontage of the building; and

(c) lines drawn from each extremity of the frontage of the building at right angles to the centre line of the street.”

Both parties agree that the proposed building falls within paragraph (1). Although they are not entirely ad idem as to the reason or reasons for that, it is unnecessary to say more on the subject.

30

I turn, therefore, to a consideration of the definition of “street shadow area”. The Appellants’ contention as to sub-paragraph (a) is, in effect, that (i) the first line of the area is to be formed by projection from every part (sc. every part of the side of the building) abutting or fronting the street and (ii) “fronting” must have a similar meaning to its grammatical variation “frontage” which is defined in paragraph (4), with the result that such part



of the side of the building as abuts the alienated strip of land neither abuts nor fronts the street. The Respondent's submission is (i) that this line is to be formed by projection from every part of the side (sc. the side of the building) abutting or fronting the street, and (ii) that in any event, whilst only part of the relevant side of this building abuts the street, the whole of that side is a side fronting the street. As to sub-paragraphs (b) and (c) the main issue between the parties again relates to the meaning of "frontage of the building" in the light of the definition of frontage in paragraph (4). The same issue arises under paragraph (2).

- 10 In sub-paragraph (a) I read the present participles as limiting the word "side" and not the word "part". That is not only the more natural reading but it appears to me to produce a result more in keeping with the obvious intention of the Governor in Council. In the present case the setting back of the building from the street so that it does not trespass upon the alienated land would make a very small difference to the size of the actual shadow which would be cast by the building when it is completed. I can conceive of no reason why it should have been thought appropriate to ignore the shadow from that part of the building which abuts the alienated land when the street shadow area is calculated. It was not suggested that this proposed
- 20 building had more than four "sides" and that one should regard that portion which abutted Jardine's Crescent as one side and that portion which abutted the alienated strip as another side.

The second argument for the Appellants has more substance. Section 5 of the Interpretation and General Clauses Ordinance provides:

"Where any word or expression is defined in any Ordinance, such definition shall extend to the grammatical variations and cognate expressions of such word or expression."

We therefore have to consider the definition of "frontage".

- 30 Why the definition speaks of a frontage "in relation to" a building rather than a frontage "of" a building I am not sure: no one has been able to suggest that there is any significance in the distinction. I take them to mean the same. Where the parties do not agree about the definition is principally as to the meaning of the words "that boundary . . . which abuts or fronts a street". Again, no point has been taken that there is some significance in the fact that the reference is to "a site" rather than "the site".

- 40 The contention for the Appellants is that by defining the frontage of a building in terms of a boundary of the site the Governor in Council has reduced "frontage" to a single dimension: whereas the frontage of a building, as normally understood, would have height and breadth, a boundary of a site can have only length. Therefore, it is said, the existence of the alienated strip of land, upon which it is planned to erect the advertising sign board, prevents 5/6 of the "building" from fronting the street. Mr. Widdicombe submits that, were it otherwise, there might be a case where both regulation

16 and regulation 19 applied — a situation which could not have been intended. Thus, if one had a site which on one side abutted a street less than 4.5 m wide, on two sides was nowhere near a street and on the fourth side was separated from a street of 4.5 m by a narrow strip of land for its whole length, it would be within regulation 19 but would, on the Respondent's contention, nevertheless "front" the widest street and be also within regulation 16 because the building had an aspect towards the street and was capable of casting a shadow on the street. How would the permitted height of the building be determined? It is a very real difficulty and although I would like to adopt the pragmatic interpretation of the trial judge I do not find myself able to do so. In fairness to him it must be said that this particular difficulty was not pointed out to him. He thought that the existence of intervening land was immaterial, provided that the building would cast a shadow on the street if the intervening land were vacant. But for regulation 19 that is an attractive view. I would agree with the learned Judge that the cases based upon unrelated legislation are of little assistance. He rightly emphasized that in construing words one must look to the subject matter of the legislation to see what is its scope and object, and I would have thought that his interpretation of regulation 16, taken on its own, best achieved the intention of the Governor in Council. The difficulty in construing these simple words is demonstrated by the difference of opinion in Wakefield Local Board of Health v. Lee (1876) 1 Ex. 336, where the respondent's premises were divided from a street by a small stream but were connected to it by two bridges. The majority of the Court thought that the premises "fronted and abutted" the street for the purposes of section 69 of the Public Health Act 1848, whilst Cleasby, B. thought that they did not but, with some hesitation, decided that they "adjoined" the street.

10

20

Under sub-paragraph (b) the second line is formed by "the frontage of the building". Again we are taken to the definition of "frontage" and have to ask what is "the boundary . . . which abuts or fronts"? The definition does not refer to "such part of the boundary" but to "the boundary". Accordingly, it is immaterial that only part of the boundary abuts or fronts the street. The definition appears to contemplate that some sites will have more than one boundary, just as most buildings have more than one "side". In the present case the relevant boundary of the site almost, but not quite, coincides with the side of the building: we are told that along two sides of the alienated land the building is set back about 50 mm. It is the boundary of the site which is to form the line. As with the "sides" of the building, I do not think one can treat the part of the boundary which abuts the street and the part which abuts the inner side of the alienated land as different boundaries: together they form the north-eastern boundary: see the block plan at p. 87 of the record.

30

40

Having regard to what I have already said, I do not think the line referred to in sub-paragraph (c) presents any difficulty. There does not appear to be any dispute that sub-paragraph (c) should be read so that the words "the centre line of the street" indicate the base for the drawing of the right

angles and not the limits of the two lines to be drawn. If it were otherwise there might be cases where the four lines described in the definition did not “contain” an area.

*In the  
Supreme Court  
of Hong Kong  
Appellate  
Jurisdiction*

It will be seen that the whole of the area contained by these three lines will not be “on the surface of a street”, but the definition does not require that it shall be. It was for this very reason that the words “on the surface of a street” were included: any part of the area which is not on the surface of the street, in this case the alienated land, is not to be measured.

No. 6  
Judgment of  
Court of Appeal  
(continued)

10 Although for different reasons I have come to the same conclusion as the learned Judge and would dismiss the appeal.

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**JUDGMENT**

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Leonard, J.A. :

No. 6  
Judgment of  
Court of Appeal  
(continued)

The facts on which this appeal turns have been set out in detail in the judgment in the court below and I do not propose to set them out again. They establish that the site in question is a Class A site abutting on 2 parallel streets. When planning the development of such a site to its greatest commercial advantage a developer will be primarily concerned with three aspects of the proposed building namely its permitted height, the permitted site coverage and the permitted plot ratio but permitted site coverage and permitted plot ratio are fixed with reference to the height so that height is of paramount importance. **10**

The essential question for decision here is whether a developer in planning the development of a site can increase the permitted potential height of the building to be erected on it by alienating a narrow strip of land along part of one side of the site so as to separate part of the new site thus created from the road over which the building is to tower. Mr. Widdicombe, Q.C., submits that Regulation 16 of the Building (Planning) Regulations permits the use of such a device and it is therefore necessary to examine the terms of that Regulation with some care with reference to the plans which have been rejected by the Building Authority. It is not necessary for me to describe all the plans but I must describe three of them. **20**

Firstly the Block Plan at p. 87 of the agreed bundle. This shows a squat T shaped building with the top of the T bordering on Jardine's Crescent the street with which we are concerned and the bottom bordering on Yun Ping Road. Secondly the Rear Elevation facing Jardine's Crescent at p. 93 of the agreed bundle; this shows the back of a 27 storey building unbroken by windows throughout its height. It is shaped like an extremely thick capital letter I but without "serifs" at the top. Thick "serifs" at the bottom represent 3 storeys and into that to the left are set doorways opening on to Jardine's Crescent as described by Liu, J. The "serif" to the right and the entire width of the upright representing 27 storeys would, if the plans were approved, ultimately face, intimately, to the back of the 18 foot high advertising sign to be erected on the 13 inch strip alienated from the original site. I will be pardoned, I trust, for an expression of gratitude that this rear elevation plan does not indicate what, if any, advertising signs it would ultimately bear and for a sigh of relief that I am not asked to adjudicate on any question of aesthetics. **30**

The third plan to which I must refer is that at p. 90 of the agreed bundle which shows that the "shadow area diagram" and "shadow area calculations" are based on the left "serif" (three storeys in height) to which I have referred when describing the rear elevation plan. It was because the shadow area calculations were based on this portion only that the plans were rejected. This left "serif" provides the sole outlet to Jardine's Crescent and **40**

is the only portion of the building which touches that street. It is this fact that gives rise to the appellants' claim that it alone should be considered when calculating the street shadow area of the building.

*In the  
Supreme Court  
of Hong Kong  
Appellate  
Jurisdiction*

The Building (Planning) Regulations are enacted under Section 38 of the Ordinance which empowers the governor in council to make regulations providing for (c)

No. 6  
Judgment of  
Court of Appeal  
(continued)

“ planning and design of buildings including . . . (iii) heights, site coverage, plot ratio . . . ”

10 and it was pursuant to this section that these regulations were enacted. These regulations deal not with existing buildings but with contemplated buildings for which plans have been submitted, since no building works may be commenced until plans have been approved (Section 14).

20 Therefore when Regulation 16 provides that the height of a building which abuts, fronts or projects over a street shall be determined by reference to its street shadow area, it must be taken to refer to the contemplated height of a contemplated building which if completed would so abut etc and to the calculated street shadow area of that contemplated building. This is self-evident but it must be borne in mind in construing this regulation for the wording of Regulation 16 and in particular of the definitions of “frontage” and “street shadow area” is so complicated that one must constantly remember that one is dealing with abstractions.

30 Under Regulation 16 (1) the planned height of a proposed building is to be determined by reference to the street shadow area of that proposed building if that proposed building abuts fronts or projects over a street. [It is to be noted that the Regulation does not use the qualification “insofar as a street shadow would be thrown by the abutting fronting or projecting portion of the building.”] There is no question of any part of this proposed building projecting over Jardine’s Crescent, but, as I understood him, Mr. Widdicombe concedes that the “serif” at the North Eastern and of the site both abuts and fronts Jardine’s Crescent. He argues that the remaining 5/6 of the boundary of the site neither abuts nor fronts any street. Clearly that remainder does not “abut” but whether it “fronts” is arguable. I will consider the effect of the remainder not fronting or abutting later.

40 Regulation 16 (2) requires the application of the formula  $\frac{F \times W}{2}$  for the determination of the maximum permitted street shadow area of a building where F = the “length of the frontage” of the proposed building (not be it noted “the length of the frontage of that portion of the proposed building which abuts or fronts on the street”) and W = the width of the street upon or over the building abuts fronts or projects. There is nothing in the affidavits to indicate that Jardine’s Crescent is not of uniform width throughout its length. So that in our case W is a constant and it is not necessary to consider what considerations would arise if Jardine’s Crescent varied in width.

The matters giving rise to difficulty in the application of these two paragraphs are therefore the interpretation of the phrases “frontage of the building” and “street shadow area” and of the word “fronts”.

The phrase “frontage of a building” is not defined. The word “frontage” is defined “in relation to a building” as meaning “that boundary of a site upon which the building is erected which abuts or fronts a street . . . ” which must, of course, mean for planning purposes “that boundary of a site upon which the building is to be erected”. Street shadow area” is defined again “in relation to a building” as meaning an area on the surface of a street contained by certain lines one of which is “(b) a line formed by the frontage of the building” (*i.e.* a line formed by that boundary of the site which abuts or fronts the street upon which the building is to be erected others of which are “(c) lines drawn from each extremity of the frontage of the building at right angles to the centre line of the street”. I think that (c) clearly recognizes that the “frontage” shall have two and only two extremities, one at each end of the boundary which abuts or fronts the street. The fourth line is described in (a) which is set out in Liu, J.’s judgment. It is not a line with which I need concern myself save to note that it is formed by the projection of planes “from every part of the side of the building abutting fronting or projecting over such street” and to say that I regard the words “abutting fronting or projecting over such street” as qualifying the word “building” rather than the word “side”.

10

20

Mr. Widdicombe makes out a very strong case for his contention that that portion of the proposed building which is to lie behind the severed strip will not abut or front Jardine’s Crescent and I am prepared to accept for the purposes of this judgment that it will not (however absurd such acceptance may be when one contemplates the vastness of the blank wall intended to tower over that street). I am equally prepared to accept that that portion of the boundary (of the site upon which the building is to be erected) which borders the severed strip does not abut or front Jardine’s Crescent. But that does not end the matter for the proposed building is an entity. If completed that entity will abut Jardine’s Crescent, it will also abut the severed strip and it will abut Yun Ping Road. The site will have four boundaries forming a rectangle as shown on the block plan at p. 87 of the agreed bundle. One of these four boundaries will abut and front Jardine’s Crescent. It will also abut and front the severed strip. Where it does it may not abut and front Jardine’s Crescent. But that does not make it two boundaries in relation to the site it contains. It is a single boundary — the boundary to the North East of the site. It abuts and fronts on Jardine’s Crescent. Reference to the shadow area diagram at p. 90 shows that the planner has not computed the street shadow area with reference to the boundary’s extremities but has computed that area with reference to one extremity and a point which is not at the other extremity.

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40

Therefore even if one accepts that there has been misconstruction of the word “fronts” as is maintained in grounds 1, 2 and 3 of the Grounds of Appeal there was no error in the refusal of the declarations sought.

I would dismiss this appeal.

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**JUDGMENT**

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*In the  
Supreme Court  
of Hong Kong  
Appellate  
Jurisdiction*

No. 6  
Judgment of  
Court of Appeal  
(continued)

Li, J.A. :

For the purpose of this appeal the facts may be stated shortly as follows. Between 1978 and 1979 the appellants purchased a row of six houses of equal size facing Jardine's Crescent known as Nos. 16-26 Yun Ping Road. In November 1979 they sold a strip of land immediately adjoining the pavement of Jardine's Crescent, extending to the length of five of the six houses. This was sold to a third party known as Mentor Estate Limited. Then Mentor Estate Limited applied to the Building Authority for permission to erect a signboard along the whole length of that strip of land. Permission was given in principle to that application. The appellants then submitted, through their architects, plans for a proposed building of 27 floors totalling 255 feet in height which stretched from one end of the site to the other less that strip of land. The Building Authority rejected the plans for non-compliance with the provisions of the Building (Planning) Regulations. The appellants applied by Originating Summons for a declaration that :

- 10
- (a) upon the true construction of Regulation 16 of the Building (Planning) Regulations, the plaintiff's proposed building on the aforesaid site (other than Section F thereof) will not abut, front or project over Jardine's Crescent;
- 20
- (b) that the Building Authority's decision rejecting the plaintiffs' building plans on the ground that the street shadow area had been exceeded under Building (Planning) Regulation 16 was accordingly invalid.

The application was refused by Mr. Justice Liu for reasons given in the court below. Hence this appeal. The grounds of appeal are that :

- (1) That the learned judge misconstrued the word "fronts" in Regulation 16.
- (2) The judge wrongly held that physical contiguity is not essential for "fronting".
- 30
- (3) The judge wrongly held that the plaintiffs' proposed building will "front" onto Jardine's Crescent.
- (4) The judge wrongly held that in calculating street shadow area for the purpose of Regulation 16 the whole length of the rear side of the plaintiffs' proposed building will "front" Jardine's Crescent.

Mr. Widdicombe for the appellants, with candid propriety, admits that there is no merit in his case. He relies entirely on questions of law. If I understand him correctly the whole appeal depends on the interpretation of the provisions of Regulation 16 of the Building (Planning) Regulations. The relevant points of Regulation 16 provides as follows :

16. (1) Where a building abuts, fronts or projects over a street, the height of such building shall be determined by reference to the street shadow area thereof.
- (2) Subject to paragraph (3), the street shadow area of a building shall not exceed the area obtained by applying the formula — **10**
- $$\frac{F \times W}{2}$$
- in which F is the length of the frontage of the building; and W is the width of the street upon or over which the building abuts, fronts or projects.
- (4) For the purposes of this regulation —
- “frontage” in relation to a building, means that boundary of a site upon which the building is erected which abuts or fronts a street and includes any service lane or other opening within such boundary;
- “street” means a street or service lane at least 4.5 m wide;
- “street shadow area” in relation to a building, means an area **20**  
on the surface of a street contained by —
- (a) a line formed by the project from every part of the side of the building abutting, fronting or projecting over such street of planes at an angle of 76° from the horizontal from the highest point on such building or on any projection therefrom of a permanent nature, from which such planes could be drawn uninterrupted by any other part of that building;
- (b) a line formed by the frontage of the building; and **30**
- (c) lines drawn from each extremity of the frontage of the building at right angles to the centre line of the street.

Mr. Widdicombe contends that, *vis-a-vis* the portion of that buildings which abuts or fronts the Jardine’s Crescent it does not infringe the requirements of Regulation 16. As to the other portion of the building, its frontage adjoins that strip of land which is private ownership of the Mentor Estate Limited. To be exact, the larger portion of the building is approximately 5 cm from the back of the signboard to be erected by Mentor Estate Ltd.



at the height of 18 feet on the strip of land. As such there is no frontage of that larger portion of the building which is contiguous to Jardine's Crescent. I hope I am not unfair to Mr. Widdicombe by saying that it is implicit in his argument that the provisions of Regulation 16 (1) have no application to that portion of the building the frontage of which does not abut or front Jardine's Crescent.

A fair number of authorities have been cited in explanation of the words "abut" or "front" in relation to assignments for pavement and road repairing expenses. I do not find them of great assistance.

**10** The result of his appeal depends entirely on the interpretation of the provisions of the Regulation 16. If the appellants' proposed building does not come within the spirit and the letter of such statutory requirements of Reg. 16 (1) lack of merit in this case is irrelevant. They are entitled to succeed.

The meaning of the words "abut" and "front" are clearcut enough. It is also abundantly clear that at least 1/6th of the proposed building abuts and fronts Jardine's Crescent. That is so because 1/6th of the building constitutes an integral part of the building. If it abuts, then the whole building (in one unit) can be said to be a building which abuts the street. For example, if a person puts one of his feet on to the street it is futile to argue that he has not entered the street simply because his whole body has not gone on the street. For this reason I am of the opinion that the building is one which abuts on Jardine's Crescent. As such it is a building to which paragraph 1 of Regulation 16 applies. The height of the whole building is to be determined by reference to the street shadow area.

**20**

Paragraph 2 of Regulation 16 merely provides a formula to work out the permitted maximum street shadow area. It is true that the frontage as defined in paragraph 4 of Regulation 16 might have the effect of rendering factor F in paragraph 2, merely the length of about 1/6th of the full length of the boundary line on the side of Jardine's Crescent. But that is not a point in issue here. I do not imagine that the Building Authority can be so unreasonable as to assign to factor F in paragraph 2 only 1/6th of the full length of the boundary thereby grossly reducing the permissible height of the building out of proportion.

**30**

Having regard to the definition of the word "frontage", I am of the opinion that a line can be drawn from the abutting part of the site or the two extremities of that abutting boundary at right angle to the centre line of the Jardine's Crescent for the purposes of sub. paragraph (b) and (c) in the definition of "street shadow area" in paragraph 4 of Regulation 16. After all a line is only a imaginary concept. It has neither width or height.

**40** Which then is the highest point of the building abutting Jardine's Crescent for the purpose of sub. paragraph (a) in paragraph 4 of Regulation 16? I have no doubt that it is not only the highest point of that part of

*In the  
Supreme Court  
of Hong Kong  
Appellate  
Jurisdiction*  
No. 6  
Judgment of  
Court of Appeal  
(continued)

the building which abuts on Jardine's Crescent. The provisions in the definition in sub. (4) (a) of "street shadow area" requires "a line formed by the projection from every part of the building abutting from the horizontal from the highest point on such buildings". For this reason the highest point is from the roof top of the whole building — not just from one part of the building. I am of the opinion that the learned trial judge is correct in finding the proposed building front the Jardine's Crescent and that he is not wrong in holding that the whole length of the rear side of the appellants' proposed building will front Jardine's Crescent. If he erred he is erred on the side of generosity — having regard to what I said about factor F in paragraph 2 of Regulation 16. Accordingly the appeal must be dismissed. **10**

David Widdicombe, Q.C. & Anthony Neoh (M. K. Lam & Co.) for Appellants.  
N. Strawbridge (Legal Dept.) for Respondent.

**NOTICE OF MOTION FOR LEAVE TO APPEAL**

*In the  
Supreme Court  
of Hong Kong  
Appellate  
Jurisdiction*

TAKE NOTICE that the Court of Appeal will be moved on Friday, the 17th day of July, 1981 at 10 o'clock in the forenoon, or so soon thereafter as Counsel can be heard, by Counsel for the Plaintiffs for leave to appeal to the Privy Council against the Judgment delivered by the Court of Appeal on the 30th day of June, 1981 and that the costs of this Application be costs in the appeal.

—  
No. 7  
Notice of  
Motion for  
leave to appeal

Dated the 13th day of July, 1981.

(*Sd.*) M. K. LAM & Co.  
*Solicitors for the Plaintiffs  
(Appellants)*

BEFORE THE HONOURABLE SIR ALAN HUGGINS,  
VICE-PRESIDENT, THE HONOURABLE MR. JUSTICE  
ZIMMERN AND THE HONOURABLE MR. JUSTICE POWER

No. 8  
Order for the  
Court of Appeal  
granting leave to  
Privy Council

**ORDER**

UPON READING the Notice of Motion herein dated the 13th day of July, 1981 on behalf of the abovenamed Plaintiffs for leave to appeal from the judgment of the Court of Appeal given on the 30th day of June, 1981 to Her Majesty in Council

AND UPON HEARING Counsel for the Plaintiffs and Counsel for the Defendant

**10**

IT IS ORDERED that the Plaintiffs do have leave to appeal from the said judgment of the Court of Appeal to Her Majesty in Council on condition that : —

1. The Plaintiffs do within one month from the date hereof furnish security in the sum of \$100,000.00 for the due prosecution of the Appeal, and the payment of all such costs as may become payable to the Defendant;
2. The Record of the Appeal be prepared and despatched within 4 months from the date hereof.

Dated the 17th day of July, 1981.

(Sd.) J. G. ROY  
*Acting Registrar*

**EVIDENCES**

**and**

**EXHIBITS**

**Affirmation of Simon Kwan**  
**Dated 15th July, 1980.**

**Item.**  
**No. A 1**

IN THE SUPREME COURT OF HONG KONG  
HIGH COURT  
MISCELLANEOUS PROCEEDINGS

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IN THE MATTER of Regulation 16  
of the Building (Planning) Regulations,  
Cap. 123

and

10

IN THE MATTER of the proposed  
redevelopment of Inland Lot 457, Section  
F, and Remaining Portions of Sections  
C, D, E and G (16-26 Yun Ping Road,  
Hong Kong)

and

IN THE MATTER of the Building  
Authority's rejection of building plans  
on 25th January, 1980.

---

BETWEEN

20

AIK SAN REALTY LIMITED  
TUNG HING SHING REALTY LIMITED  
YAU SUN DEVELOPMENT COMPANY LIMITED

*Plaintiffs*

and

THE ATTORNEY GENERAL

*Defendant*

---

**AFFIRMATION OF SIMON KWAN**

I, Simon Kwan, Chartered Architect, of 433-4 Man Yee Building, 67-71 Queen's Road Central, Hong Kong, do solemnly, sincerely and truly affirm as follows:—

30 1. I am the Senior Partner of Simon Kwan & Associates, Architects, Designers and Planners, and am the Authorised Person appointed by the Plaintiffs to redevelop I.L. 457 Section F and the remaining portion of Sections

**Item.**  
**No. A 1**  
(continued)

C, D, E & G (hereinafter called “the Plaintiffs’ Site”). I am duly authorised by the Plaintiffs to make this affirmation.

2. I have perused the Title Deeds and Land Office Records concerning the Plaintiffs’ Site and found that it originally formed part of a much larger site which was sold by William Jardines to Hysan Estates Limited in 1924. The original site, I.L. 457 was in fact sold together with I.L. 29. Part of I.L. 29 was surrendered to the Crown in the thirties for the construction of Yun Ping Road. I.L. 457 remained intact until the fifties when it was partitioned and developed. The Plaintiffs’ Site formed part of a residential development (which has remained to this day). Of the other portions of I.L. 457, development includes Sec. A which together with Sec. G of I.L. 29 is known as Caroline Mansions (Nos. 8 to 10 Yun Ping Road); R.P. of I.L. 457 known as Tower Court (Nos. 20 to 24 Yun Ping Road); and Sec. L of I.L. 457 known as the Lee Gardens Hotel Complex.

10

3. The Draft Causeway Bay Outline Zoning Plan No. LH 6/24 had zoned the entire I.L. 457 for residential and commercial development. The Plaintiffs’ Site therefore lies in an area of high density development and given no restrictions in the Crown Lease, I am advised that the Plaintiffs are entitled to build to the full site coverage and plot ratio stipulated in Schedule 1 of the Building (Planning) Regulations.

20

4. Sections F, C, D, E & G of I.L. 457 (Nos. 16 to 26 Yun Ping Road) was acquired by the Plaintiffs between May 1978 to November 1979. By a series of Deed Polls executed between July to November 1979, Sec. C, D, E & G were partitioned and parts of the partitioned sections sold to Mentor Limited (hereinafter referred to as the “Mentor Site”), with the following resultant holdings:—

<u>Plaintiffs’ Site</u>	<u>Mentor Limited’s Site</u>
I.L. 457 Section F	Section G subsec. 1
R.P. of Sec. G,	Section E subsec. 1 and 2;
E, D & C	Section D subsec. 1;
	Section C subsec. 1.

30

5. There are no restrictions imposed by the Crown Lease on the Plaintiffs or the said Mentor Limited both as to the user and as to the height of any proposed building.

6. Produced and shown to me are true copies of:—

- a. the Crown Lease applicable to the Plaintiffs’ Site as well as to the site occupied by the said Mentor Limited and particularized in paragraph (4) hereof marked “SK-1”.

- b. the said Deed Polls executed between July to November 1979 by **Item.** the Plaintiffs and the Assignments by the Plaintiffs to the said **No. A 1** Mentor Limited of the Sections particularized in paragraph (4) *(continued)* hereof, marked "SK-2" in a bundle.

7. On the instructions of the Plaintiffs, I submitted plans for the redevelopment of part of the Plaintiffs' site on 18th July 1979, but the plans were not approved by the Building Authority. Such disapproval was signified by the Building Authority on 17th September 1979. The Plaintiffs then acquired further portions of I.L. 457 and I was instructed to submit further plans for the present site. These plans hereinafter referred to as "the said Plans"), true copies of which are produced and shown to me marked "SK-3", were submitted to the Building Authority on 28th November 1979.

8. The said Plans contained proposals for a building of 27 storeys including a lower ground floor. The lower ground floor and the 1st four floors were intended for a shopping plaza, whilst the remaining upper floors were to be used for office accommodation. On 25th January 1980, the Building Authority disapproved the said Plans, giving, *inter alia*, the following reasons:—

20 "The street shadow area over Jardine's Crescent has been exceeded, Building (Planning) Regulation 16. Your calculations should be based upon the overall frontage of the building. The alienated portion is not considered to affect the application of this regulation".

9. By the "alienated portion", the Building Authority was referring to the Mentor site.

30 10. On 7th February 1980, an Appeal was lodged by the Plaintiffs to the Buildings Appeals Tribunal under Section 44 of the Buildings Ordinance. The Appeal was heard on 30th May 1980, but it was determined by the said Buildings Appeals Tribunal that the Building Authority's rejection of the Plaintiffs Plans on 25th January 1980 was not an exercise of discretion, but a performance of a Statutory Duty to reject those Plans. The Plaintiffs' only recourse now lies with the ordinary courts. In the course of those proceedings, Crown Counsel appearing for the Building Authority accepted that the two other items specified in the Letter of rejection were only minor matters. I therefore believe that the only issue is the question whether the Plaintiffs' proposed building will abut or front the portions of Jardine's Crescent in question.

11. Produced and shown to me are true copies of:—

- 40 a. the rejection letter dated 25th January 1980 from the Building Authority, marked as "SK-4".
- b. the determination of the Buildings Appeals Tribunal made on 30th May 1980 marked as "SK-5".



**Item.**  
**No. A 1**  
*(continued)*

12. I am advised by the Plaintiffs' legal advisers and verily believe that the Building Authority was wrong in law in rejecting the said Plans for the reasons given in paragraph (8) hereof, for upon a true and proper construction of Regulation 16 of the Buildings (Planning) Regulations, street shadow calculations were only applicable by reference to the following two frontages of the Plaintiffs' Site:—

- a. the frontage along Yun Ping Road formed by I.L. 457 Sec. F and R.P. of Sec. C, D, E & G.
- b. the frontage along Jardine's Crescent formed by I.L. 457 Sec. F alone.

10

13. I am also the Architect and Authorised Person retained by the said Mentor Limited to construct a large illuminated advertisement sign on the said Mentor Site, alienated from the Plaintiffs' original site. I am advised that this advertisement sign is, by Section 2 of the Buildings Ordinance, a building. It is proposed that a steel and concrete structure of approximately 1'1" wide, 18' high and 140' long, designed to house a number of illuminated advertising boards or show cases will be constructed on this site. The plans for these advertisement sign were submitted to the Building Authority on 11th March 1980 and approved on 11th April 1980 with the rider that consent to commence works should await resolution of structural matters. Produced and shown to me marked "SK-6" are true copies of the plans submitted to the Building Authority in respect of the said advertisement sign, and marked "SK-7", a true copy of the approval for the said advertisement sign by the Building Authority.

20

14. I am informed by the directors of Mentor Limited and do verily believe that there is absolutely no connection between Mentor Limited and the Plaintiffs and it is Mentor Limited's intention to commence building works on the aforesaid site as soon as vacant possession is given to it by the Plaintiffs. Produced and shown to me marked "SK-8" is a true copy of the Statutory Declaration made by Mr. Keith Lam Hon Keung, Managing Director of Mentor Limited, declaring his company's firm intention to carry out the aforesaid building works; the original of the said Statutory Declaration was submitted to the aforesaid Buildings Appeals Tribunal.

30

15. In November 1979, before I submitted plans on behalf of Mentor Limited to the Building Authority in respect of the said advertisement sign board, I conducted a study of the economic feasibility of such a project. Produced and shown to me marked "SK-9" is a true copy of the summary of the said feasibility study which I submitted to my client. From the said "SK-9", it will be seen that the total capital costs will be \$660,000. I have based my estimate of revenue on monthly charges made by the Cross Harbour Tunnel for its signboards near the toll area and the signboards measuring by 4' x 18' within the Star Ferry Concourse at \$3,000 and \$1,000 per month respectively. Since Mentor Limited's sign-board is much larger, it should be attractive to potential advertisers and it is my view that for a panel of

40

10' x 14', revenue at \$2,000 a month should be obtainable. There will be **Item.**  
10 such panels on the advertisement board, so gross revenue of \$240,000 **No. A 1**  
per annum should be obtainable. With administration costs at 20%, I would *(continued)*  
expect a percentage yield of 33.60% of capital investment per annum.

16. The said advertisement board will be facing Jardine's Crescent which is at present a street market. Upon construction of the said advertisement sign and the redevelopment of the Plaintiffs' Site, hawkers at present positioned in front of the said sign will according to the best of my knowledge of present policy of the Urban Council, be resited. However, I have every  
**10** reason to believe that Jardine's Crescent will continue to be a busy thoroughfare and the advertisement sign is most likely to attract potential advertisers.

17. As the said advertisement sign will be built on a site which abuts or fronts Jardine's Crescent, shadow area calculations have been made and provided for with regard to the entire frontage of the Mentor Limited's site measuring some 140'. The building plans annexed hereto as "SK-6" will show such shadow area calculations.

18. Since the Plaintiffs' site and their proposed building is physically separated from Jardine's Crescent by the Mentor site, and the aforesaid advertisement sign-board to be erected thereon, shadow area calculations  
**20** have in the said building plans exhibited hereto as "SK-3" only been made for the Plaintiffs' proposed building in respect of its Yun Ping Road frontage and the side of Section F of I.L. 457 fronting Jardine's Crescent where there is no intervening site or structure between the said Crescent and the Plaintiffs' site.

19. Although the physical separation provided by the Mentor site and the said advertisement sign erected thereon is only 1'1" wide, it is, in my experience, no more different in principle to many situations which may be observed in Hong Kong whereby very tall buildings are separated from narrow streets by very low-rise and quite shallow buildings. I quote the example of  
**30** Gloucester Road and Jaffe Road. Gloucester Road itself is very wide and Regulation 16 of the Building (Planning) Regulations will permit very tall buildings to be built with minimal set back, if at all, on the side facing it. On the other hand, Jaffe Road is very narrow. If the other side of the building were to front onto Jaffe Road, there would have been a drastic set back needed under the said Regulation 16. However, some tall buildings along Gloucester Road are separated from Jaffe Road by very low rise and quite shallow buildings with the result that there is no set back needed at all on the side of a Gloucester Road building which faces Jaffe Road. In actuality,  
**40** some tall building on Gloucester Road will cast a long shadow extending even beyond Jaffe Road, but where they are separated by low rise and shallow buildings from Jaffe Road, no set back is required by the said Regulation 16.

20. There are similar situations that may be found in the Bonham Strand and Queen's Road West area. Perhaps the most striking example is the Hopewell Centre which is over 600' high and which is bound to cause a

**Item.**  
**No. A 1**  
*(continued)*

shadow extending into several blocks. However, it is separated by low rise buildings from the narrow street in front of it and therefore, is not subject to the rigors of the said Regulation 16.

21. Produced and shown to me marked "SK-10" are photographs which I have taken of some of the examples which I have quoted in the preceding paragraph.

22. In the premises, I am advised that there is no need for street shadow area calculations to be made in respect of the part of the Plaintiffs' Site which is separated from Jardine's by the Mentor site, and humbly ask that this Honourable Court grant the declarations sought in these proceedings.

**10**

23. Lastly, I do solemnly, sincerely and truly affirm that the matters contained herein are, save as otherwise stated, true within my own knowledge

AFFIRMED at Room 2301, Lane }  
Crawford House, Hong Kong, this } (Sd.) SIMON KWAN  
15th day of July, 1980. }

Before me,

(Sd.) ANDREW KAM YEE-WAI  
*Solicitor,*  
Hong Kong.

Crown Lease of Inland Lot No. 457

Inland Lot No. 457.

Item.  
No. A 2

This Indenture, of the parts, made the Twenty ninth day of March 1861,  
between OUR SOVERAIGN LADY VICTORIA, by the Grace of GOD, Queen of Great Britain, Ireland, &c.,  
Defender of the Faith, of the one part, and Robert Jardine,

of the other part.  
WHEREAS by Letters Patent under the Great Seal of the United Kingdom of Great Britain and Ireland, made and dated at West-  
minster, the Fifth day of April in the Sixth Year of the Reign of Her said Majesty, the Island of Hongkong and its Dependencies  
were erected into a Colony, and full power and authority to the Governor of the said Colony of Hongkong, for the time being,  
were given and granted in the Name of Her said Majesty, and on Her behalf (but subject nevertheless to such provisions as might  
be in that respect contained in any Instructions which might from time to time be addressed to him by Her said Majesty,) to make  
and execute, in the Name and on the behalf of Her said Majesty, under the Public Seal of the said Colony, grants of Land to Her  
said Majesty belonging; within the said Colony, to private persons for their own use and benefit, or to any Persons, Bodies Politic or  
Corporate, in trust for the public uses of Her said Majesty's Subjects there resident, or any of them; AND WHEREAS by certain  
other Letters Patent under the Great Seal as aforesaid, bearing date the Twenty second day of June in the  
Twenty third Year of the Reign of Her said Majesty, Sir Hercules George Robert Robinson, Knight

was constituted and appointed Governor  
and Commander in Chief of the said Colony of Hongkong, and its Dependencies: AND WHEREAS at the said day of June of Her  
said Majesty, she said to the said Governor of Hongkong, and to the said Majesty's Council and Privy Council of Great Britain  
belonging to Her

said Majesty  
did hereby give, grant, sell, alienate, convey, and confirm, by deed and by part of the said  
deed, unto the said Robert Jardine, his Executors, Administrators  
and Assigns, to be paid, done and performed, and also of the sum of One thousand eight hundred  
Current Dollars, which are at this time a legal tender in the said Colony of Hongkong, in hand paid to the said William  
Thomas Mercer as Agent Governor of the said Colony, for the  
use of Her said Majesty, by the said Robert Jardine,

at or before the Sealing and Delivery of the said Presents, the Receipt whereof is hereby acknowledged; HER SAID MAJESTY QUEEN  
VICTORIA, hath demised, leased and to farm let, and by these presents hath demised, lease and to farm let, unto the said

Robert Executors, Administrators and Assigns,  
at Victoria in the said Island of Hongkong, Abutting on the  
North side of the said Victoria and measuring thereon One hundred and forty  
feet, on the South side thereof on a Close registered in the Land Office as portion  
of Inland Lot Number Twenty nine and measuring thereon One hundred and  
thirty feet, on the East side thereof on a Public Trust and measuring thereon One  
hundred and ten feet, and on the West side thereof on a Close registered in the  
Land Office as portion of said Inland Lot Number Twenty nine and measuring  
thereon One hundred and forty nine feet, which said piece or parcel of ground  
contains in the whole Eighty nine thousand Three hundred and fifty five square  
feet, and is registered in the Land Office as Inland Lot Number  
Two hundred and fifty seven in the maps of the said Victoria.

to have and to hold unto Her said Majesty, Her Heirs, Successors and Assigns, full power  
to possess and to dispose of all or any part of the said Close by deed, if required for the  
improvement of the said Close, and to do all things which may be necessary or expedient  
therein, being paid to the said Robert Jardine, his

Heirs, Executors, Administrators or Assigns, at a valuation to be made by the Surveyor of Her said Majesty,  
Her Heirs, Successors or Assigns, and in which said valuation, the benefit to accrue to the said Robert Jardine, his



Executors, Administrators or Assigns shall and will, before the expiration of six calendar months next after the said Surveyor of Her said Majesty, Her Heirs, Successors or Assigns, or such other person as the Governor shall in that behalf appoint, shall have required him so to do, at his and their own proper costs and charges, in a good, substantial and workman-like manner erect, build and completely finish fit for use, one or more good, substantial and safe brick or stone message or tenement, messuages or tenements, upon some part of the ground hereby demised, with proper fences, walls, sewers, drains and all other usual or necessary appurtenances, and shall and will, before the expiration of such six calendar months as aforesaid, lay out and expend thereon the sum of Three Thousand Four hundred and Ninety seven dollars

and upwards, which said message or tenement, messuages or tenements, shall be of the same rate of building, elevation, character and description, and shall front and range in an uniform manner with the messuages and tenements in the same Street, and the whole to be done, made, erected, built and finished, within the expiration of such six calendar months as aforesaid, and the said Robert Jardine or Assigns, shall and will, before the expiration of the said term hereby granted, lay out and expend thereon the sum of Three Thousand Four hundred and Ninety seven dollars

Executors, Administrators and Assigns shall and will, from time to time, and at all times, from and after the said message or tenement, erections and buildings on the said piece of ground hereby demised shall be respectively completed and finished, during the remainder of the said term hereby granted, when, where, and as often as need or occasion shall be and require, at his and their own proper costs and charges, will and sufficiently Repair, Uphold, Support, Maintain, Pave, Purge, Scour, Cleanse, Empty, Amend and Keep the said message or tenement, messuages or tenements, erections and buildings, and all the Walls, Rails, Lights, Pavements, Pitches, Sinks, Drains and Watercourses thereunto belonging, and which shall in any wise belong or appertain unto the same, in, by and with all and all manner of needful and necessary reparations, cleanings and amendments whatsoever, the whole to be done to the satisfaction of the Surveyor of Her said Majesty, Her Heirs, Successors or Assigns; AND THE SAID message or tenement, messuages or tenements, erections, buildings and premises, so being well and sufficiently repaired, sustained and amended, at the end, or sooner determination of the said term, shall and will peaceably and quietly deliver up to Her said Majesty, Her Heirs, Successors or Assigns; AND ALSO that the said Robert Jardine

Executors, Administrators and Assigns shall and will, during the term hereby granted, as often as need shall require, bear, pay and allow a reasonable share and proportion for and towards the costs and charges of making, building, repairing and amending, all or any roads, pavement, channels, fences and party-walls, draughts, private or public sewers and drains, requisite for, or in, or belonging to the said demised premises, or any part thereof, in common with other premises near or adjoining thereto and that such proportion shall be fixed and ascertained by the Surveyor of Her said Majesty, Her Heirs, Successors or Assigns, and shall be recoverable in the nature of rent in arrear; AND FURTHER that it shall and may be lawful to and for Her said Majesty, Her Heirs, Successors or Assigns, by Her or their Surveyor, or other persons deputed to as for Her or them, twice or oftener in every year during the said term, at all reasonable times in the day, to enter and come into and upon the said parcel of ground hereby demised, and into any messuages or tenements, which may at any time be built thereon, to view, search and see the condition of the same, and to demand, require and accept of any reparation and amendment thereof, and the said Robert Jardine or Assigns, shall be bound to give or leave notice or warning in writing, showing on the said parcel of ground, and on the said messuages or tenements, to the said Robert Jardine

Executors, Administrators or Assigns, to repair and amend the same within three Calendar Months the next following, within which said time or space of three Calendar Months, after every such notice or warning shall be so given, or left as aforesaid, the said Robert Jardine

Executors, Administrators and Assigns doth hereby covenant, promise and agree with Her said Majesty, Her Heirs, Successors and Assigns, to repair and amend all such decays, defects and wants of reparation and amendment accordingly; AND FURTHER that the said Robert Jardine for himself, his

Executors, Administrators or Assigns, shall not nor will, during the continuance of this demise, use, exercise or follow, in or out of the trade or business of, Brewer, Slaughterman, Soapmaker, Sugar-baker, Tallow-chandler, Distiller, or any other trade or business, without the previous license of Her said Majesty, Her Heirs, Successors or Assigns, or other person duly authorized in that behalf;

Executors, Administrators or Assigns, shall not nor will, underlet, mortgage or otherwise assign over, or otherwise part with, all or any part of the said hereby demised premises, or any part of the said term of nine hundred and ninety-nine years, without at the same time registering such alienation in the Land Office, or in such other Office as may hereafter be instituted for the purposes of Registration in the said Colony of Hongkong, and paying all reasonable fees and other expenses thereon. PROVIDED ALWAYS, and these are upon this express condition, that in case the said yearly rent of Three hundred and Ninety seven dollars

in current Dollars as of special her date, be reserved on any part thereof, shall be paid or tendered by the space of twenty-one days next next, or after any or either of the said days whereon the same ought to be paid as aforesaid, (being lawfully demanded) and if not so paid, the said yearly rent shall be deemed to be paid in case the said Robert Jardine

Item.  
No. A 2  
(continued)

Executors, Administrators or Assigns shall not, before the expiration of the first year of the term hereby granted, at his and their own proper costs and charges, in a good, substantial and workmanlike manner erect, build and completely finish fit for use, such one or more good, substantial and safe brick or stone messuage or tenement, messuages or tenements, as hereinbefore in that behalf mentioned, upon some part of the ground hereby demised, with proper fences, walls, sewers, drains and all other usual or necessary appurtenances, or in case he the said Robert Jardine, his

Executors, Administrators or Assigns shall not have, within such first year as aforesaid, laid out and expended thereon the sum of Three thousand Four hundred and Ninety seven dollars

or in case the whole of such erections and buildings shall not be done and made to the satisfaction of the Surveyor of Her said Majesty, Her Heirs, Successors or Assigns or of such other person as the Governor shall in that behalf appoint, or in case the said messuage or tenement shall not have so as aforesaid been built and completely finished with such additions and appurtenances as aforesaid, before the expiration of the said first year of the term hereby granted, according to the covenant hereinbefore contained, and in case he the said Robert Jardine, his

Executors, Administrators or Assigns shall not, before the expiration of six Calendar Months next after the said Surveyor of Her Majesty, Her Heirs, Successors or Assigns or such other person as the Governor shall in that behalf appoint, shall have requested him so to do, at his and their own proper costs and charges, in a good substantial and workmanlike manner have erected, built and completely finished fit for use, one or more such good, substantial and safe brick or stone messuage or tenement, messuages or tenements, as hereinbefore in that behalf mentioned, upon some part of the ground hereby demised, with proper fences, walls, sewers, drains and all other usual necessary appurtenances, or in case he the said Robert Jardine, his

Executors, Administrators or Assigns shall not have, within such six Calendar Months as aforesaid, laid out and expended thereon the sum of Three thousand Four hundred and Ninety seven dollars

or in case the whole of such last mentioned erections and buildings shall not be done and made to the satisfaction of the Surveyor of Her said Majesty, Her Heirs, Successors or Assigns or of such other person as the Governor shall in that behalf appoint within such six Calendar Months as last aforesaid or in case of breach or non-performance of any or either of the other covenants, clauses, conditions, agreements or provisions herein contained, and by or on the part and behalf of the said Robert Jardine, his

Executors, Administrators or Assigns to be kept, done and performed, then, and in either of the said cases, from thenceforth, and at all times thereafter, if shall and may be lawful to and for Her Majesty, Her Heirs, Successors or Assigns by the Governor of Hongkong or other person duly authorized in that behalf into and upon the said hereby demised premises, or any part thereof, in the name of the said Governor, and the same to have, do, execute, perform, and fulfill, with the appurtenances of the former estate, as if these premises had not been granted, and the said Robert Jardine, his

Executors, Administrators and Assigns, and all other occupiers of the said premises, therout and thence utterly to expel, put out and amove, this indenture or anything contained herein to the contrary notwithstanding. IN WITNESS whereof the said Robert Jardine hath hereunto set his hand and seal, the day and year first above written

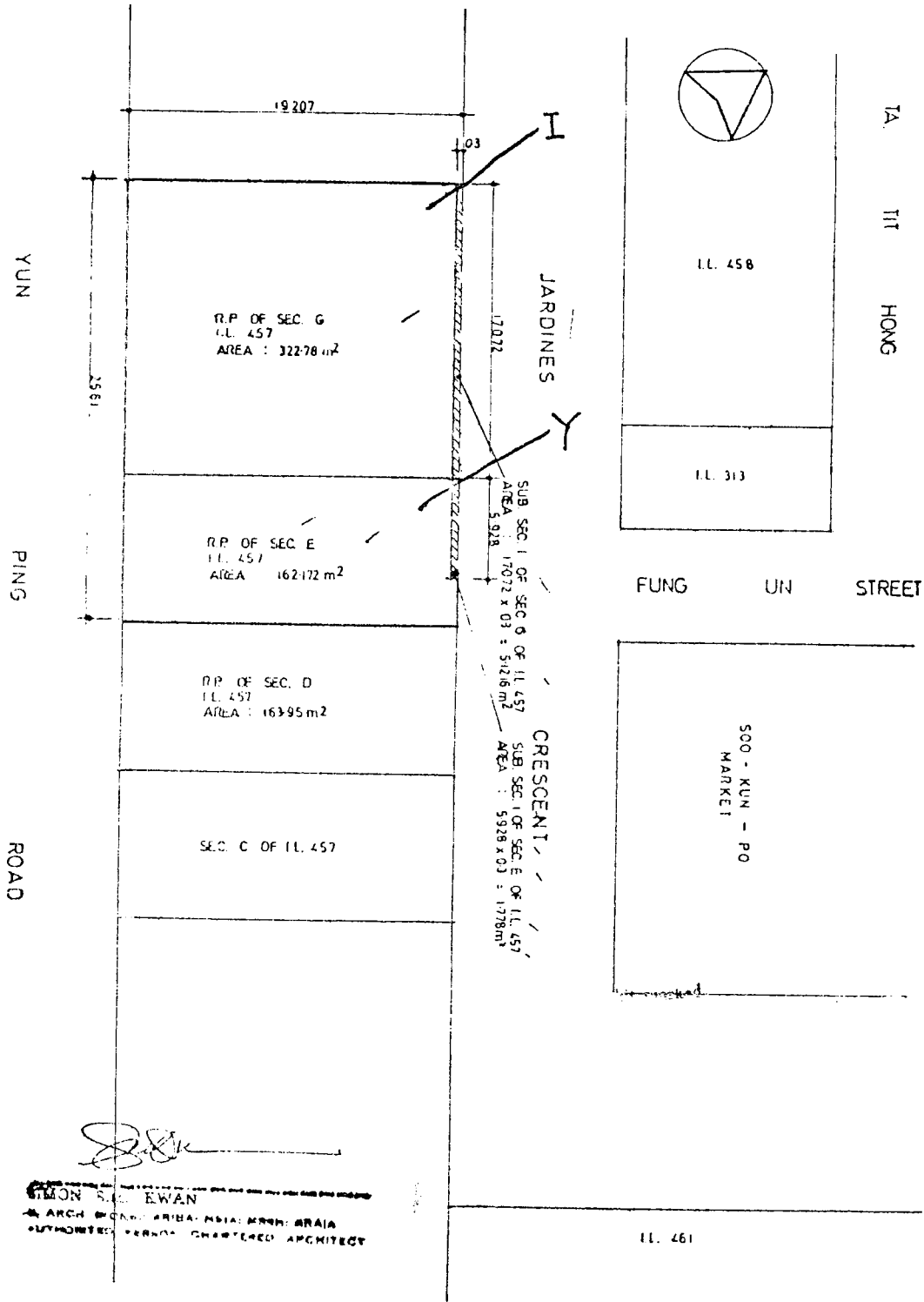
Rob. Jardine  
by his atty.  
J. M. Kitale

Signed, Sealed and Delivered  
at Victoria, Hongkong  
In the presence of

THE REMAINING PORTION OF SECTION E OF INLAND LOT NO. 457.  
 SUBSECTION ONE OF SECTION E OF INLAND LOT NO. 457.  
 THE REMAINING PORTION OF SECTION G OF INLAND LOT NO. 457.  
 SUBSECTION ONE OF SECTION G OF INLAND LOT NO. 457.

**Item.  
 No. A 3**

SCALE : 1 : 300





Item.  
No. A 3  
(continued)

THIS DEED made the Tenth day of July One thousand nine hundred and seventy-nine BETWEEN AIK SAN REALTY LIMITED whose registered office is situate at Rooms Nos.2401-6 Melbourne Plaza, 24th floor, No.33 Queen's Road, Central, Victoria, Hong Kong and TUNG HING SHING REALTY LIMITED whose registered office is situate at Room No.97 New Henry House, No.10 Ice House Street, Victoria aforesaid (who and each of whom and whose and each of whose successors and assigns are where not inapplicable hereinafter included under the designation "the Owners") of the one part and BANQUE BELGE POUR L'ETRANGER SOCIETE ANONYME a company incorporated under the laws of Kingdom of Belgium and having its Branch office at Edinburgh House, Queen's Road, Central, Victoria, Hong Kong (which said Company and its successors and assigns are where not inapplicable hereinafter included under the designation "the Mortgagee") of the other part

WHEREAS :-

1. All Those pieces or parcels of ground situate lying and being at Victoria, Hong Kong and registered in the Land Office as SECTION E OF INLAND LOT NO.457 and SECTION G OF INLAND LOT NO.457 (hereinafter collectively referred to as "the said Land") are now vested in the Owners as Tenants in Common in equal shares for the residue of the term of 999 years from the 24th day of December 1865 created therein by a Crown Lease dated the 29th day of March 1866 and made between Her late Majesty Queen Victoria of the one part and Robert Jardine of the other part subject to the rent and covenants therein reserved and contained and Subject also to a Mortgage dated the 22nd day of July 1978 and made between the Owners of the one part and the Mortgagee of the other part and registered in the Land Office by Memorial No.1587329 (hereinafter referred to as "the said Mortgage") to secure general banking facilities to the extent of \$9,800,000:00 and interest thereon subject to the proviso for redemption therein

contained.

2. The Owners now intend to have the said land divided into portions which shall at all times hereafter and for all purposes be known and designated as hereinafter mentioned.

**Item.**  
**No. A 3**  
*(continued)*

NOW THIS DEED POLL WITNESSETH that the Owners with the consent of the Mortgagee DO and each of them DOTI hereby declare and the Mortgagee at the request of the said Owners DOTI hereby confirm that from and after the date hereof ALL THOSE PORTIONS more particularly described in the First Column of the First and Second Schedules hereto of the said SECTION E OF INLAND LOT NO.457 and SECTION G OF INLAND LOT NO.457 respectively shall for all purposes be known designated and respectively registered in the Land Office as described in the Second Column of the said First and Second Schedules subject to the said Mortgage.

THE FIRST SCHEDULE ABOVE REFERRED TO

FIRST COLUMN	SECOND COLUMN
Portions of Section E of Inland Lot No.457 more particularly delineated on the plan annexed hereto and thereon coloured as follows :-	Portions (opposite to the colour described in the first column hereof) of the said land to be designated known and registered in the Land Office as follows :-
(1) Yellow hatched Black	Subsection One of Section E Of Inland Lot No.457
(2) Yellow	The Remaining Portion of Section E of Inland Lot No.457

THE SECOND SCHEDULE ABOVE REFERRED TO

Portions of Section G of Inland Lot No.457 more particularly delineated on the plan annexed hereto and thereon coloured as follows :-	Portions (opposite to the colour described in the first column hereof) of the said land to be designated known and registered in the Land Office as follows :-
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Item.  
No. A 3  
(continued)

(1) Blue hatched Black

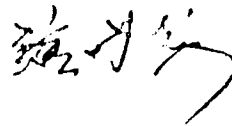
Subsection One of Section G of  
Inland Lot No.457

(2) Blue

The Remaining Portion of Section  
G of Inland Lot No.457

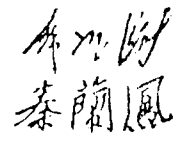
IN WITNESS whereof the Owners have caused their respective  
Common Seals to be hereunto affixed and  
Officers of the Mortgagee duly appointed to execute this Deed  
in the name of the Mortgagee hath hereunto set their hands and  
seals the day and year first above written.

SEALED with the Common Seal of AIK )  
SAN REALTY LIMITED and SIGNED )  
and DELIVERED by CHUNG MING FAI )  
its Director----- )  
whose signatures are verified by:- )



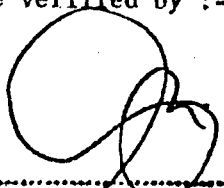
  
-----  
SIU LOONG WONG  
SOLICITOR,  
HONG KONG

SEALED with the Common Seal of )  
TUNG HING SHING REALTY LIMITED )  
and SIGNED and DELIVERED by )  
CHEUNG KUNG HAI and CHIN LAM )  
HONG its Directors----- )  
whose signatures are verified by :- )



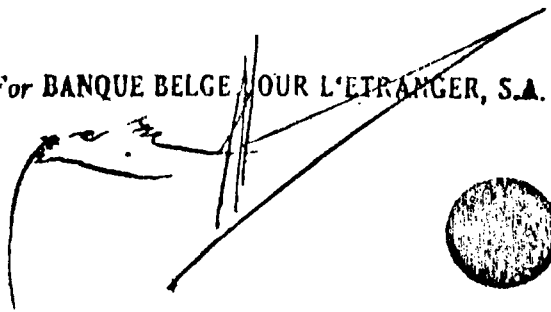
  
-----  
SIU LOONG WONG  
SOLICITOR,  
HONG KONG

SIGNED SEALED and DELIVERED by )  
Mrs. Kullie Lee and Mr. R. Canting )  
(Officers of the Mortgagee duly )  
appointed to execute this Deed in )  
the name of the Mortgagee) whose )  
signatures are verified by :- )



SIU LOONG WONG  
SOLICITOR  
HONG KONG

For BANQUE BELGE NOUR L'ETRANGER, S.A.

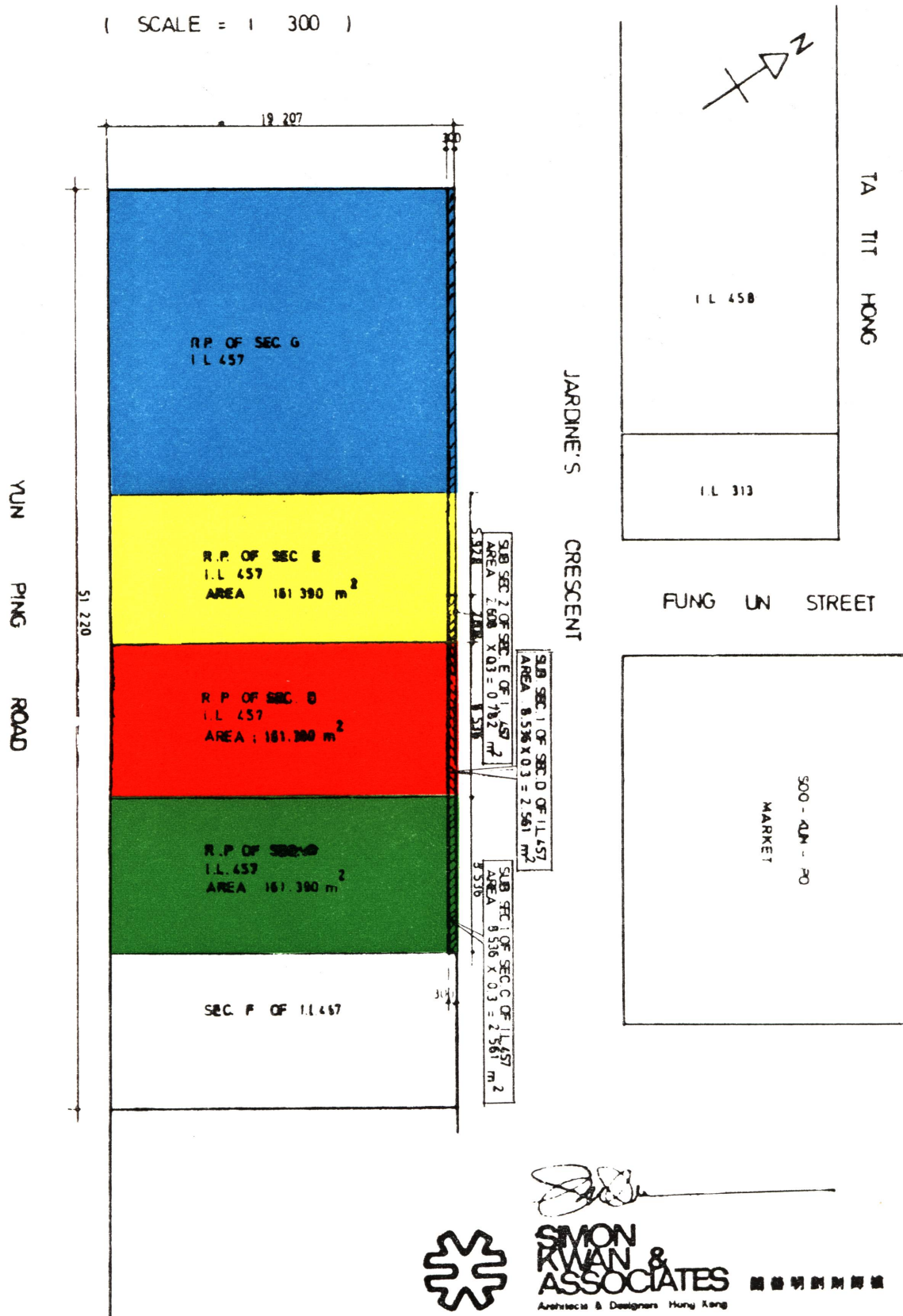


Item.  
No. A 3  
(continued)

THE REMAINING PORTION OF SEC E OF INLAND LOT NO 457  
 SUBSECTION TWO OF SEC E OF INLAND LOT NO 457  
 THE REMAINING PORTION OF SEC D OF INLAND LOT NO.457  
 SUBSECTION ONE OF SEC D OF INLAND LOT NO 457  
 THE REMAINING PORTION OF SEC C OF INLAND LOT NO.457  
 SUBSECTION ONE OF SEC C OF INLAND LOT NO.457

Item.  
 No. A 3  
 (continued)

( SCALE = 1 300 )



*Simon Kwan*

**SIMON  
 KWAN &  
 ASSOCIATES**

關善明劉剛陳維

Architects & Designers Hong Kong

S

D E E D made the 10th day of November One thousand nine hundred and seventy-nine

Item.  
No. A 3  
(continued)

BETWEEN YAU SUN DEVELOPMENT COMPANY LIMITED whose registered office is situate at Room No.97, New Henry House, No.10, Ice House Street, Victiria, Hong Kong (which said Company and its successors and assigns are where not inapplicable hereinafter included under the designation "the Owner")

WHEREAS :-

1. All That piece or parcel of ground situate lying and being at Victoria, Hong Kong and registered in the Land Office as ~~THE REMAINING PORTION OF~~ SECTION C OF INLAND LOT NO.457 (hereinafter referred to as "the said Land") is now vested in the Owner for the residue of the term of 999 years from the 24th day of December, 1865 created therein by a Crown Lease dated the 29th day of March 1866 and made between Her late Majesty Queen Victoria of the one part and Robert Jardine of the other part subject to the rent and covenants therein reserved and contained

*Wm H. C. Jan*  
57

2. The Owner now intends to have the said land divided into portions which shall at all times hereafter and for all purposes be known and designated as hereinafter mentioned,

NOW THIS DEED POLL WITNESSETH that the Owner DOTH hereby declare that from and after the date hereof ALL THAT PORTION more particularly described in the First Column of the Schedule hereto of the said ~~THE REMAINING PORTION OF~~ SECTION C OF INLAND LOT NO.457 shall for all purposes be known designated and registered in the Land Office as described in the Second Column of the said Schedule,

*Wm H. C. Jan*

Item.  
No. A 3  
(continued)

THE SCHEDULE ABOVE REFERRED TO

<u>FIRST COLUMN</u>	<u>SECOND COLUMN</u>
Portions of Section C of Inland lot No.457 more particularly delineated on the plan annexed hereto and thereon coloured as follows :-	Portions (opposite to the colour described in the First Column hereof) of the said land to be designated known and registered in the Land Office as follows :-
(1) Green hatched Black	Subsection One of Section C of Inland Lot No.457
(2) Green	The Remaining Portion of Section C of Inland Lot No.457

IN WITNESS whereof the Owner hath caused its Common Seal to be hereunto affixed the day and year first above written.

SEALED with the Common Seal of )  
YAU SUN DEVELOPMENT COMPANY LIMITED )  
and SIGNED and DELIVERED by )  
CHEUNG KUNG HAI and CHUNG MING FAI )  
its Director whose signatures are )  
verified by :- )

*A. H. P.*

*Handwritten signature*

*Albert H. C. Lam*  
-----  
ALBERT HON-CHUNG LAM  
SOLICITOR  
HONG KONG

THIS INDENTURE made the *28* day of *November* One thousand nine hundred and seventy nine BETWEEN ESTHER YEMPICK LEE (利芳瑞) of No.86 Kennedy 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 Vendor") of the first part TUNG HING SHING REALTY LIMITED whose registered office is situate at Room 97 New Henry House 10 Ice House Street Victoria aforesaid and AIK SAN REALTY LIMITED whose registered office is situate at Melbourne Plaza 24th floor 33 Queen's Road Central Victoria aforesaid (hereinafter called "the Confirmors") of the second part and YAU SUN DEVELOPMENT COMPANY LIMITED whose registered office is situate at 97 New Henry House 10 Ice House Street Victoria aforesaid (which said company and its successors and assigns are where not inapplicable hereinafter included under the designation "the Purchaser") of the third part WHEREAS by a Crown Lease dated the 29th day of March 1866 made between Her late Majesty Queen Victoria of the one part and Robert Jardine of the other part Her said Majesty demised unto the said Robert Jardine his executors administrators and assigns All That piece or parcel of ground situate lying and being at Victoria in the said Colony of Hong Kong therein more particularly described and registered in the Land Office as Inland Lot No.457 Except and reserved as was therein excepted and reserved from the 24th day of December 1865 for the term of 999 years subject to the rent and the lessees covenants and conditions therein reserved and contained AND WHEREAS All That portion hereinafter more particularly described of the said premises is now vested for the residue of the said term of 999 years in the Vendor who has agreed with the Confirmors for the sale thereof to the Confirmors for the price of \$8,500,000.00 but no assignment has yet been executed AND WHEREAS the Confirmors have since agreed with the Purchaser for the sale to the Purchaser of the said premises for the price of \$8,500,000.00 AND WHEREAS the Confirmors had requested the Vendor to execute these presents direct to the Purchaser which the Vendor has agreed to do as hereinafter appears NOW THIS INDENTURE WITNESSETH that in pursuance of such agreement and in consideration of the sum of DOLLARS EIGHT MILLION AND FIVE HUNDRED THOUSAND (\$8,500,000.00) now paid by the Purchaser to the Vendor at the request and by the direction of the Confirmors (testified by the Confirmors being a party to and executing these presents) (the receipt of which said sum of \$8,500,000.00 the Vendor doth hereby acknowledge) the Vendor at the request and by the direction of the Confirmors (testified as aforesaid) DOth hereby assign and the Confirmors DO hereby assign and confirm unto the Purchaser ALL THAT piece or parcel of ground situate at Victoria aforesaid which said piece or parcel of ground with its abuttals and dimensions is more particularly delineated and described on the plan annexed to an Assignment Memorial No.203585 and thereon coloured Pink and is registered in the Land Office as SECTION F OF INLAND LOT NUMBER FOUR HUNDRED AND FIFTY SEVEN Together with all messuages erections and buildings thereon known at the date hereof as No.16 Yun Ping Road Together also with all rights of way and particularly with a full free and uninterrupted right of way for the Purchaser or the owners for the time being

Item.  
No. A 3  
(continued)



**Item.**  
**No. A 3**  
*(continued)*

of the said premises hereby assigned their tenants servants workmen and others authorised by them in connection with the user of the said premises hereby assigned to pass and repass with or without vehicles over a road constructed or to be constructed upon all those pieces of ground known and registered in the Land Office respectively as Section M of Inland Lot No.29 and Section B of Inland Lot No.457 as shown on the plan annexed to a Reassignment dated the 27th day of July 1950 made between The Hong Kong & Shanghai Banking Corporation of the one part and one Lee Hysan Estate Company Limited of the other part and registered in the Land Office by Memorial No.192,253 until such road is taken over by or surrendered to the Government of Hong Kong And all other rights privileges easements and appurtenances thereto belonging And all the estate right title interest property claim and demand of the Vendor therein and thereto except and reserved as in the said Lease is excepted and reserved TO HOLD the said premises unto the Purchaser for the residue now to come of the said term of 999 years SUBJECT to the existing lettings and tenancies (if any) and SUBJECT ALSO to the payment of the proportion hereinafter mentioned of the rent and the performance of the covenants in the said Lease reserved and contained so far as they relate to the hereby assigned premises AND the Vendor hereby covenants with the Purchaser that notwithstanding any act deed or thing by the Vendor done or knowingly omitted or suffered the said Lease is now valid and subsisting and that the rent reserved by and the covenants by the Lessee contained in the said Crown Lease have been paid performed and observed up to the date of these presents AND that the Vendor now hath good right to assign the said premises as aforesaid free from incumbrances . AND that the Purchaser shall and may henceforth during the residue of the said term of 999 years peaceably and quietly possess and enjoy the said premises and receive the rents and profits thereof without any lawful eviction claim or demand whatsoever from or by the Vendor or any person or persons claiming from under or in trust for the Vendor AND that the Vendor and all persons lawfully or equitably claiming under or in trust for the Vendor shall during the residue of the said term of 999 years at the request and cost of the Purchaser do all acts and execute and sign all deeds and writings reasonably required for perfecting this assignment AND the Confirmors hereby covenant with the Purchaser that the Confirmors had not at any time heretofore done omitted or knowingly suffered or been party or privy to any act deed matter or thing whereby or by means whereof the said premises hereby assigned or any part thereof now are is can shall or may be in anywise incumbered AND the Purchaser with the object and intention of affording to the Vendor a full and sufficient indemnity but not further or otherwise hereby covenants with the Vendor that the Purchaser will during the residue of the said term of 999 years pay the annual sum of \$12.00 being a proportion of the rent and perform the Lessee's covenants and conditions in the said Lease reserved and contained so far as they relate to the hereby assigned premises and indemnify the Vendor and the Confirmors against the non-payment of the said rent or the non-performance of the said covenants and conditions AND the Purchaser as to the said hereby assigned premises and with intent to bind

**Item.**  
**No. A 3**  
*(continued)*

all persons in whom the said premises shall for the time being be vested but not so as to be personally liable under this covenant after they have parted with the said premises doth hereby covenant with the said Lee Hysan Estate Company Limited and its assigns that the said premises shall not be used during the residue of the said term of 999 years for any other purpose than that of a private dwelling house and that there shall not be done or suffered on the said premises anything which shall be a nuisance to the said Lee Hysan Estate Company Limited and its assigns or the occupiers of the land adjacent thereto or in the neighbourhood and that the said premises shall not be used for a brick-yard, stone-quarry factory, cinema, offensive and noisome and noxious trade, cabarets, studios or any other similar purposes AND that the Purchaser will permit the said Lee Hysan Estate Company Limited or owner or owners of the adjacent premises to make connections to the drains on the said premises AND that the Purchaser shall at all times maintain at their own cost and expenses half width of the road in continuation of the existing road now known as Yun Ping Road along the whole length of the said premises fronting on the said road (which said half width is shown and coloured Blue hatched Blue on the said plan annexed to the said Assignment Memorial No.203585) to the satisfaction of the Director of Public Work until the said road is taken over by or surrendered to the Government of Hong Kong.

IN WITNESS whereof the Vendor have hereunto set her hand and seal and the Confirmors and the Purchaser have hereunto caused their respective Common Seal to be hereto affixed the day and year first above written.

SIGNED SEALED and DELIVERED by the Vendor )  
(she having previously been identified by

(*Sh. I. R. A. MACCALLUM*)

in the presence of :-

(*Sh. Kethon Yeapick Lee* L.S.

(*Sh. I. R. A. MACCALLUM*  
Solicitor,

Hong Kong.

SEALED with the Common Seal of the Confirmors )

and signed by *Chung Ping Hai* *Cheng Kwong Hai* and *Cheng Cheam Siu*, *Kwai* respective *Confirmors*  
in the presence of :-

(*Sh. 鍾 明 都*

C.S.

(*Sh. 鍾 江 海*

C.S.

(*Sh. Cheng Cheam Siu*

(*Sh. Francis Chan*  
Solicitor,

Hong Kong.

**Item.**  
**No. A 3**  
**(continued)**

SEALED with the Common Seal of the Purchaser )  
and signed by Cheung Kung Hai and Chung )  
Ming Fai, two of its directors )  
in the presence of :- )

(sd, 鍾江海  
(sd, 鍾明輝

C.S

(  
(sd, Francis Chaine  
Solicitor,

Hong Kong.

RECEIVED the day and year first above written of and from )  
the Purchaser the sum of DOLLARS EIGHT MILLION AND FIVE HUNDRED )  
THOUSAND being the consideration money above expressed to be paid ) \$8,500,000.00  
by the Purchaser to the Vendor. )

W I T N E S S :-

(sd, I.R.A. MacCallum

Solicitor,

Hong Kong.

(sd,  
Richard Charles Lane

THIS INDENTURE made the 5<sup>th</sup> day of November One thousand nine hundred and seventy nine BETWEEN RICHARD CHARLES LEE of 86

Kennedy Road Victoria in the Colony of Hong Kong Civil Engineer (who and whose executors and administrators are where not inapplicable hereinafter included under the designation "the Vendor") of the first part TUNG HING SHING REALTY LIMITED whose registered office is situate at Room 97 New Henry House 10 Ice House Street Victoria aforesaid and A.K SAN REALTY LIMITED whose registered office is situate at Melbourne Plaza 24th floor 33 Queen's Road Central Victoria aforesaid (hereinafter called "the Confirmors") of the second part and YAU SUN DEVELOPMENT COMPANY LIMITED whose registered office is situate at 97 New Henry House 10 Ice House Street Victoria aforesaid (which said company and its successors and assigns are where not inapplicable hereinafter included under the designation "the Purchaser") of the third part WHEREAS by a Crown Lease dated the 29th day of March 1866 made between Her late Majesty Queen Victoria of the one part and Robert Jardine of the other part Her said Majesty devised unto the said Robert Jardine his executors administrators and assigns ALL That piece or parcel of ground situate lying and being at Victoria in the said Colony of Hong Kong therein more particularly described and registered in the Land Office as Inland Lot No.457 Except and reserved as was therein excepted and reserved from the 24th day of December 1865 for the term of 999 years subject to the rent and the leases covenants and conditions therein reserved and contained AND WHEREAS ALL That portion hereinafter more particularly described of the said premises is now vested for the residue of the said term of 999 years in the Vendor who has agreed with the Confirmors for the sale thereof to the Confirmors for the price of \$8,500,000.00 but no assignment has yet been executed AND WHEREAS the Confirmors have since agreed with the Purchaser for the sale to the Purchaser of the said premises for the price of \$8,500,000.00 AND WHEREAS the Confirmors had requested the Vendor to execute these presents direct to the Purchaser which the Vendor has agreed to do as hereinafter appears NOW THIS INDENTURE WITNESSETH that in pursuance of such agreement and in consideration of the sum of DOLLARS EIGHT MILLION AND FIVE HUNDRED THOUSAND (\$8,500,000.00) now paid by the Purchaser to the Vendor at the request and by the direction of the Confirmors (testified by the Confirmors being a party to and executing these presents) (the receipt of which said sum of \$8,500,000.00 the Vendor doth hereby acknowledge) the Vendor at the request and by the direction of the Confirmors (testified as aforesaid) BOTH hereby assign and the Confirmors DO hereby assign and confirm unto the Purchaser ALL THAT piece or parcel of ground situate at Victoria aforesaid which said piece or parcel of ground with its abutments and dimensions is more particularly delineated and described on the plan annexed to an Assignment Memorial No.199452 and thereon coloured Pink and is registered in the Land Office as SECTION C OF INLAND LOT NUMBER FOUR HUNDRED AND FIFTY SEVEN Together with all messuages erections and buildings thereon now known as No.18 Yun Ping Road Together also with all rights of way and particularly with a full free and uninterrupted right of way for the Purchaser or the owners for the time being of the said

Item.  
No. A 3  
(continued)

**Item.**  
**No. A 3**  
*(continued)*

premises hereby assigned their tenants servants workmen and others for the time being of the said premises hereby assigned their tenants servants workmen and others authorised by them in connection with the user of the said premises hereby assigned to pass and repass with or without vehicles over a road constructed or to be constructed upon all those pieces of ground known and registered in the Land Office respectively as Section M of Inland Lot No.29 and Section B of Inland Lot No.457 as shown on the plan annexed to a Reassignment dated the 27th day of July 1950 made between The Hongkong & Shanghai Banking Corporation of the one part and one Lee Hyman Estate Company Limited of the other part and registered in the Land Office by Memorial No.199,253 until such road is taken over by or surrendered to the Government of Hong Kong And all other rights privileges easements and appurtenances thereto belonging And all the estate right title interest property claim and demand of the Vendor therein and thereto except and reserved as in the said Lease is excepted and reserved TO HOLD the said premises unto the Purchaser for the residue now to come of the said term of 999 years SUBJECT to the payment of the proportion hereinafter mentioned of the rent and the performance of the covenants in the said Lease reserved and contained so far as they relate to the hereby assigned premises AND the Vendor hereby covenants with the Purchaser that notwithstanding any act deed or thing by the Vendor done or knowingly omitted or suffered the said Lease is now valid and subsisting and that the rent reserved by and the covenants by the Lessee contained in the said Crown Lease have been paid performed and observed up to the date of these presents AND that the Vendor now hath good right to assign the said premises as aforesaid free from incumbrances AND that the Purchaser shall and may henceforth during the residue of the said term of 999 years peaceably and quietly possess and enjoy the said premises and receive the rents and profits thereof without any lawful eviction claim or demand whatsoever from or by the Vendor or any person or persons claiming from under or in trust for the Vendor AND that the Vendor and all persons lawfully or equitably claiming under or in trust for the Vendor shall during the residue of the said term of 999 years at the request and cost of the Purchaser do all acts and execute and sign all deeds and writings reasonably required for perfecting this assignment AND the Confirmors hereby covenant with the Purchaser that the Confirmors had not at any time heretofore done omitted or knowingly suffered or been party or privy to any act deed matter or thing whereby or by means whereof the said premises hereby assigned or any part thereof now are or shall or may be in anywise incumbered AND the Purchaser with the object and intention of affording to the Vendor a full and sufficient indemnity but not further or otherwise hereby covenants with the Vendor that the Purchaser will during the residue of the said term of 999 years pay the annual sum of \$12.00 being a proportion of the rent and perform the Lessee's covenants and conditions in the said Lease reserved and contained so far as they relate to the hereby assigned premises and indemnify the Vendor and the Confirmors against the non-payment of the said rent or the non-performance of the said covenants and conditions AND the Purchaser as to the premises hereby assigned and with intent to bind

**Item.**  
**No. A 3**  
*(continued)*

persons in whom the premises hereby assigned shall for the time being be vested but not so as to be personally liable under this covenant after it has parted with the said premises hereby covenants with the said Lee Hysan Estate Company Limited and its assigns that the said premises shall not be used during the said term of 999 years for any other purpose than that of private dwelling house and that there shall not be done or suffered on the said premises anything which shall be a nuisance to the said Lee Hysan Estate Company Limited and its assigns or the occupiers of the land adjacent thereto or in the neighbourhood and that the said premises shall not be used for a brick-yard stone-quarry factory cinema offensive and noisome and noxious trades cabarets studios or any other similar purposes AND that the Purchaser will permit the said Lee Hysan Company Limited or owner or owners of the adjacent premises to make connections to the drains on the said premises AND that the Purchaser will prepare at their costs and expense upon the completion of the building a footpath or pavement adjoining and fronting the house on the said premises and that they will meet the costs for the formation and surfacing of half width of the projected road in continuation of the existing road now known as Yun Ping Road along the whole length of the said premises fronting on the said road (which said half width is shown on the said plan and thereon coloured Blue hatched Blue) and also maintain the same to the satisfaction of the Public Works Department until the said road is taken over by or surrendered to the Government of Hong Kong.

IN WITNESS whereof the said Vendor have hereunto set his hand and seal and the Confirmors and the Purchaser have hereunto caused their respective Common Seal to be hereto affixed the day and year first above written.

SIGNED SEALED and DELIVERED by the Vendor )  
(he having previously been identified by  
*(sd. J. P. MacCallum* )  
in the presence of :-

*(sd. Richard Charles Lee* L.S.

*(sd. J. P. MacCallum*  
Solicitor,  
Hong Kong.

SEALED with the Common Seal of the Confirmors )  
and signed by *Chung Ming Fai, Cheung Kung*  
*Hoi and Cheung Man Siu* respectively )  
directors  
in the presence of :-

*(sd. 鍾鳴輝*  
*(sd. 江海* C.S.  
*(sd. Cheung Tsam Siu* C.S.

*(sd. Francis Chan*  
Solicitor,  
Hong Kong.

**Item.**  
**No. A 3**  
(continued)

SEALED with the Common Seal of the Purchaser)  
and signed by *Chung King Hai and Chung*  
*Ming-tai, two of its directors*  
in the presence of :-

(*sh.* 鍾江海)

C.S.

(*sh.* 鍾明輝)

(*sh.* Francis Makin  
Solicitor,

Hong Kong.

RECEIVED the day and year first above written of and from)  
the Purchaser the sum of DOLLARS EIGHT MILLION AND FIVE HUNDRED }  
THOUSAND being the consideration money above expressed to be paid by } \$8,500,000.00  
the Purchaser to the Vendor. }

WITNESSES :-

(*sh.* I.R.A. MACCALLUM  
Solicitor,

Hong Kong.

(*sh.* Lester Yuen-pik Lee)

THIS INDENTURE made the 31<sup>st</sup> day of May 1966  
thousand nine hundred and seventy eight

One Item.  
No. A 3  
(continued)

BETWEEN LI YIP KIN (李業堅) alias LI CHI KIN (李志堅) of No.20 Yun Ping Road, 2nd Floor, Victoria in the Colony of Hong Kong Merchant (who and whose executors and administrators are where not inapplicable hereinafter included under the designation "the Vendor") of the one part and AIK SAN REALTY LIMITED whose registered office is situate at 2401-6 Melbourne Plaza, 24th Floor, 33 Queen's Road Central Victoria in the said Colony of Hong Kong and TUNG HING SHING REALTY LIMITED whose registered office is situate at Room 97 New Henry House, No.10 Ico House Street Victoria aforesaid (who and each of whom and whose and each of whose successors and assigns are where not inapplicable hereinafter included under the designation "the Purchasers") of the other part WHEREAS by a Crown Lease dated the 29th day of March 1866 and made between Her late Majesty Queen Victoria of the one part and Robert Jardine of the other part Her said late Majesty devised unto the said Robert Jardine his executors administrators and assigns All That piece or parcel of ground situate lying and being at Victoria aforesaid more particularly described in the now reciting Lease and registered in the Land Office of Victoria aforesaid as Inland Lot No.457 Except and reserved as was therein excepted and reserved from the 24th day of December 1865 for the term of 999 years subject to the rent and covenants therein reserved and contained AND WHEREAS all that portion hereinafter more particularly described of the said premises is now vested for the residue of the said term of 999 years in the Vendor who hath agreed with the Purchasers for the sale thereof to them for the price of \$5,300,000.00 NOW THIS INDENTURE WITNESSETH



**Item.**  
**No. A 3**  
*(continued)*

that in pursuance of such agreement and in consideration of DOLLARS FIVE MILLION AND THREE HUNDRED THOUSAND to the Vendor now paid by the Purchasers (the receipt whereof the Vendor doth hereby acknowledge) the Vendor DOTH hereby assign unto the Purchasers ALL THAT piece or parcel of ground registered in the Land Office as SECTION D OF INLAND LOT NO.457 as the same with its abuttals and dimensions is more particularly delineated and described on the Plan annexed to an Indenture of Assignment dated the 16th day of August 1950 and registered in the Land Office by Memorial No.199642 and thereon coloured Green TOGETHER with the messuage erections and building thereon known at the date hereof as No.20 Yun Ping Road (formerly known as No.20 Peiping Road) AND TOGETHER ALSO with all rights of way and particularly with a full free and uninterrupted right of way for the Purchasers or the owners for the time being of the said hereby assigned premises his or their tenants servants workmen and others authorised by him or them in connection with the user of the said premises hereby assigned to pass and repass with or without vehicles over a road constructed or to be constructed upon all those pieces of ground known and registered in the Land Office respectively as Section M of Inland Lot No.29 and Section B of Inland Lot No.457 as shown on the plan annexed to a Reassignment dated the 27th day of July 1950 made between The Hongkong and Shanghai Banking Corporation of the one part and the said Lee Hysan Estate Company Limited of the other part and registered in the Land-Office by Memorial No.192253 until such road is taken over by or surrendered to the Government of Hong Kong 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 except and reserved as in the said Crown Lease is excepted and reserved TO HOLD the premises hereby assigned unto the Purchasers as Tenants in Common in equal shares for the residue now to come and unexpired of the said term of 999 years SUBJECT to the existing lettings and tenancies save and except the whole of the second floor thereof and to the payment of the proportion hereinafter mentioned of the rent and the performance of the several covenants by the Lessee and conditions in and by the said Crown Lease reserved and contained so far as they relate to the hereby assigned premises AND the Vendor hereby covenants with the Purchasers that notwithstanding any act deed matter or thing by the Vendor done or knowingly omitted or suffered the rent reserved by and the Lessee's covenants and conditions contained in the said Crown Lease have been paid performed and observed up to the date of these presents and that the said Crown Lease is 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 during the residue of the said term of 999 years 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 during the residue of the said term of 999 years at the request cost and charges of the Purchasers do all acts and execute and sign all such assurances and things as may be reasonably required for further or better assuring all or any of the said premises unto the Purchasers AND the Purchasers hereby covenant with the

Item.  
No. A 3  
(continued)

Item.  
No. A 3  
(continued)

Vendor that the Purchasers will during the residue of the said term of 999 years pay the annual sum of \$12.00 being a proportion of the rent and perform the covenants and conditions by and in the said Crown Lease 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 proportion of the rent or the non-performance of the said covenants and conditions or any of them AND the Purchasers as to the premises hereby assigned and with intent to bind all person in whom the premises hereby assigned shall for the time being be used but not so as to be personally liable under this covenant after they have parted with the said premises hereby further covenants with the Vendor that the Purchasers will not use the said premises during the said term of 999 years for any other purpose than that of a private dwelling house and that there shall not be done or suffered on the said premises anything which shall be a nuisance to the occupiers of the land adjacent thereto or in the neighbourhood and that the said premises shall not be used for a brick-yard, stone-quarry, factory, cinema, offensive and noisome and noxious trades, cabarets, studios or any other similar purposes AND that the Purchasers will permit the owner or owners of the adjacent premises to make connections to the drains on the said premises AND that the Purchasers will prepare at their own costs and expenses a footpath or pavement adjoining and fronting the house on the said premises and that they will meet the costs for the formation and surfacing of half width of the projected road in continuation of the existing road now known as Yun Ping Road (formerly known as Peiping Road) along the whole length of

Item.  
No. A 3  
(continued)

the said premises fronting on the said road (which said half width is shown on the said plan annexed to the said Assignment Memorial No.199642 and thereon coloured Blue hatched blue) and also maintain the same to the satisfaction of the Public Works Department until the said road is taken over by or surrendered to the Government of Hong Kong.

IN WITNESS whereof the Vendor hath hereunto set his hands and seal and the Purchasers have hereunto caused their respective Common Seals to be affixed: the day and year first above written.

SIGNED SEALED and DELIVERED by the Vendor in the presence of :-

Handwritten signature: 李業建 L.S.  
Handwritten signature: 李 志 輝  
Hong Kong T/c No. 11055494

Handwritten signature: F. Wei Ko

Solicitor, Hong Kong.

SEALED with the Common Seal of the Purchasers and SIGNED by *Chang Ming* This Director of *Nick Sun Realty Ltd.* and *Chung Kung Hai and Chai Lam Hong* Directors of *Tung Hung Shing Realty Ltd.* in the presence of :-

Handwritten signature: 鍾明輝 C.S.  
Handwritten signature: 鍾江  
Handwritten signature: 秦 蔭 鳳 C.S.

Handwritten signature: A. Donald Yap

Solicitor, Hong Kong.

Item.  
No. A 3  
(continued)

INTERPRETED to the Vendor by :-

(S) F. H. Ko

~~Clerk to Messrs. Lau, Chan & Ko,  
Solicitors Co., Hong Kong.~~

R E C E I V E D on the day and year first )  
above written of and from the Purchasers the sum )  
of DOLLARS FIVE MILLION AND THREE HUNDRED THOUSAND ) \$5,300,000.00  
being the consideration money above expressed to )  
be paid by the Purchasers to the Vendor. )

W I T N E S S : -

(S) 李業建  
alias  
(S) Li Chi Kin

(S) F. H. Ko  
Solicitor, Hong Kong.

The Vendor has been previously )  
identified by :- )

(S) Chung Yan Hon  
Clerk to Messrs. Lo & Lo,  
Solicitors &c., Hong Kong.

THIS INDENTURE made the 23<sup>rd</sup> day of Dec, One thousand nine hundred and seventy eight

Item.  
No. A 3  
(continued)

BETWEEN CHIU SOONG SIK CHAN ( 趙宋錫珍 ) Widow, CHIU SHU FAN ( 趙樹軒 ) Gentleman, CHIU KUNG PHOO ( 趙公輔 ) Gentleman and CHIU YUK CHUEN ( 趙玉全 ) all of No.3 Old Peak Road, Flat J-5, in the Colony of Hong Kong, the executors named in the will of CHIU LUT SAU ( 趙卓修 ) deceased (who and the survivors or survivor of whom and the executors and administrators of such survivors or survivor are where not inapplicable hereinafter included under the designation "the Vendors") of the first part MING LUN ENTERPRISES LIMITED whose registered office is situate at Room 1205, Regent House, Queen's Road Central Victoria in the said Colony of Hong Kong (hereinafter called "the Confirmor") of the second part and AIK SAN REALTY LIMITED whose registered office is situate at 2401-6 Melbourne Plaza, 24th Floor, 33 Queen's Road Central Victoria aforesaid and TUNG HING SHING REALTY LIMITED whose registered office is situate at Room 97 New Henry House No.10 Ice House Street in the said Colony of Hong Kong (who and each of whom and whose and each of whose successors and assigns are where not inapplicable hereinafter included under the designation "the Purchasers") of the third part WHEREAS by a Crown Lease dated the 29th day of March 1866 made between Her late Majesty Queen Victoria of the one part and Robert Jardine of the other part Her Majesty demised unto the said Robert Jardine his executors administrators and assigns All That piece or parcel of ground situate lying and being at Victoria in the Colony of Hong Kong therein more particularly described and registered in the Land Office as Inland Lot No.457 Except and reserved as was therein excepted and reserved from the 24th day of December 1865 for the term of 999 years subject to

Item.  
No. A 3  
(continued)

the rent and covenants therein reserved and contained AND WHEREAS at the date of death of Chiu Lut Sau hereinafter first recited all that portion hereinafter more particularly described of the said premises were vented for the residue of the said term of 999 years in the said Chiu Lut Sau AND WHEREAS the said Chiu Lut Sau died on the 8th day of June 1974 after having duly made and executed his last will dated the 31st day of December 1973 whereby he appointed the Vendors to be the executors thereof AND WHEREAS Probate of the said will was on the 20th day of March 1978 granted to the Vendors as executors as aforesaid out of the Supreme Court of Hong Kong in its Probate Jurisdiction No.563 of 1978 AND WHEREAS the Vendors as such executors as aforesaid for the purpose and in the course of administration of the estate of the said deceased have agreed with the Confirmor for the sale thereof to the Confirmor for the price of \$5,000,000.00 AND WHEREAS the Confirmor hath since agreed with the Purchasers for the sale of the same premises to the Purchasers for the price of \$6,000,000.00 NOW THIS INDENTURE WITNESSETH that in pursuance of such agreement and in consideration of the sum of DOLLARS SIX MILLION (\$6,000,000.00), paid on or before these presents by the Purchasers as to \$5,000,000.00 part thereof to the Vendors at the request and by the direction (hereby testified) of the Confirmor and as to \$1,000,000.00 the residue thereof to the Confirmor (the receipt whereof the Vendors and the Confirmor do hereby respectively acknowledge) the Vendors as such executors as aforesaid in the course of administration of the estate of the said deceased and at the request (hereby testified) of the Confirmor DO hereby assign and the Confirmor DO hereby assign and confirm unto the Purchasers ALL THAT piece or parcel of ground situate at Victoria aforesaid which said

piece or parcel of ground with its abuttals and dimensions is more particularly delineated and described on the plan annexed to an Indenture of Assignment dated the 5th day of August 1950 and registered in the Land Office by Memorial No.199454 and thereon coloured Yellow and is intended to be registered in the Land Office as SECTION E OF INLAND LOT NUMBER FOUR HUNDRED AND FIFTY SEVEN Together with all messuages erections and buildings thereon known at the date hereof as No.22 Yun Ping Road Together also with all rights of way and particularly with a full free and uninterrupted right of way for the Purchasers or the owners for the time being of the said premises hereby assigned his or their tenants servants workmen and others authorised by him or them in connection with the user of the said premises hereby assigned to pass and repass with or without vehicles over a road constructed or to be constructed upon all those pieces of ground known and registered in the Land Office respectively as Section M of Inland Lot No.29 and Section B of Inland Lot No.457 as shown on the plan annexed to a Reassignment dated the 27th day of July 1950 made between The Hongkong & Shanghai Banking Corporation of the one part and the Vendor of the other part and registered in the Land Office by Memorial No.199253 until such road is taken over by or surrendered to the Government of Hong Kong And all other rights privileges easements and appurtenances thereto belonging And all the estate right title interest property claim and demand of the Vendors and the Confirmor therein and thereto except and reserved as in the said Lease is excepted and reserved TO HOLD the said premises unto the Purchasers as Tenants in Common in equal shares for the residue now to come of the said term of 999 years SUBJECT to the payment of the proportion hereinafter mentioned of the rent and the performance

Item.  
No. A 3  
(continued)



**Item.**  
**No. A 3**  
*(continued)*

of the covenants in the said Lease reserved and contained so far as they relate to the hereby assigned premises AND the Vendors as such executors as aforesaid DO and the Confirmor DOTM hereby covenant with the Purchasers that the Vendors have and the Confirmor hath not done omitted or knowingly suffered or been party or privy to any act deed matter or thing whereby or by means whereof the said premises hereinbefore assigned or any part thereof now are or is or can or shall or may be impeached charged affected or encumbered in title estate or otherwise howsoever AND the Purchasers with the object and intantion of affording to the Vendors a full and sufficient indemnity but not further or otherwise hereby covenant with the Vendors that the Purchasers will during the residue of the said term of 999 years pay the annual sum of \$12.00 being a proportion of the rent and perform the Lessee's covenants and conditions in the said Lease reserved and contained so far as they relate to the hereby assigned premises and indemnify the Vendor against the non-payment of the said rent or the non-performance of the said covenants and conditions AND the Purchasers as to the premises hereby assigned and with intent to bind all persons in whom the premises hereby assigned shall for the time being be vested but not so as to be personally liable under this covenant after they have parted with the said premises hereby covenant with the Vendors and its assigns that the Purchasers will not use the said premises during the said term of 999 years for any other purpose than that of private dwelling house and that there shall not be done or suffered on the said premises anything which shall be a nuisance to the occupiers of the land adjacent thereto or in the neighbourhood and that the said premises shall not be

used for a brick-yard, stone-quarry factory, cinema, offensive and noisesome and noxious trades, cabarets, studios or any other similar purposes AND that the Purchasers will permit the owner or owners of the adjacent premises to make connections to the drains on the said premises AND that the Purchasers will prepare at their own costs and expense a footpath or pavement adjoining and fronting the house on the said premises and that they will meet the costs for the formation and surfacing of half width of the projected road in continuation of the existing road now known as Yun Ping Road (formerly known as Peiping Road) along the whole length of the said premises fronting on the said road (which said half width is shown on the said plan and thereon coloured Blue hatched Blue) and also maintain the same to the satisfaction of the Public Works Department until the said road is taken over by or surrendered to the Government of Hong Kong.

**Item.**  
**No. A 3**  
*(continued)*

IN WITNESS whereof the Vendors have hereunto set their hands and seals and the Confirmor and the Purchasers have hereunto caused their respective Common Seals to be affixed

Item.  
No. A 3  
(continued)

the day and year first above written.

SIGNED SEALED and DELIVERED by the  
Vendors (they having been previously  
identified by

*Ad. A. David Yap*

)  
) *Ad. [Signature]*  
) *Ad. S. F. Chan*  
) *Ad. K. P. Chan*  
)  
) *Ad. [Signature]*  
)  
)

( )  
( )  
( )  
( )

in the presence of :-

*Ad. A. David Yap*  
Solicitor, Hong Kong.

SEALED with the Common Seal of the  
Confirmor and SIGNED by *Chan Wai Hong*  
and *Cheng Chung Ngai*, the Solicitors

in the presence of :-

)  
) *Ad. K. H. Chan*  
)  
) *Ad. Chan Wai Hong*  
)  
)

Common Seal  
*Chan Wai Hong*  
*Cheng Chung Ngai*  
Solicitors

*Ad. A. David Yap*  
Solicitor, Hong Kong.

SEALED with the Common Seal of the )  
 Purchasers and SIGNED by *Cheng Shu Tai* )  
*Chairman of the Joint Venture Ltd. and Cheng King Pak and* )  
*Chun San Hong, Directors of Tung Hing Shing Realty Limited* )  
 in the presence of :- )

*at the office of*  
*at the office of*  
*at the office of*

(*Witnessed by*  
*Tung Hing Shing Realty Ltd.*)  
 (*Witnessed by*  
*Chun San Hong*)

**Item.**  
**No. A 3**  
 (continued)

*at* A. David Yap  
 Solicitor, Hong Kong.

INTERPRETED to the Vendors by :-

Clerk to Messrs. Philip K. H. Wong & Co.,  
 Solicitors &c., Hong Kong.

R E C E I V E D (the day and year first )  
 above written of and from the Purchasers the )  
 sum of DOLLARS FIVE MILLION being the ) \$5,000,000.00  
 consideration money above expressed to be paid )  
 by the Purchasers to the Vendors. )

W I T N E S S : -

*at* A. David Yap  
 Solicitor, Hong Kong

*at the office of*  
*at the office of*  
*at the office of*  
*at the office of*

**Item.**  
**No. A 3**  
*(continued)*

R E C E I V E D the day and year first )  
above written of and from the Purchasers the )  
sum of DOLLARS ONE MILLION being the consideration) \$1,000,000.00  
money above expressed to be paid by the Purchasers )  
to the Confirmer. )

W I T N E S S : -

*ad. A. David Top*  
*ad. W. J. King*

*ad. W. J. King*      *Confirmer*  
*ad. A. David Top*      *of the firm*  
                                 *ad. W. J. King*

H I S     I N D E N T U R E     made the 23<sup>rd</sup> day of May     One  
thousand nine hundred and seventy eight

Item.  
No. A 3  
(continued)

BETWEEN CHAN PAK KEUNG (陳百強) Chartered Architect, CHAN  
PAK HO (陳百豪) Medical Practitioner and NG CHAN MUI FONG  
(吳陳梅芳) Married Woman all of Room 902, Bank of East Asia  
Building, Des Voeux Road Central, Victoria in the Colony of Hong  
Kong, the executors named in the will of CHAN LAI SO CHUN  
(陳來錫) deceased (who and the survivors or survivor of whom  
and the executors and administrators of such survivors or survivor  
are where not inapplicable hereinafter included under the  
designation "the Vendors") of the one part and AIK SAN REALTY  
LIMITED whose registered office is situate at 2401-6 Melbourne  
Plaza, 24th Floor, 33 Queen's Road Central Victoria aforesaid  
and TUNG HING SHING REALTY LIMITED whose registered office is  
situate at Room 97 New Henry House No.10 Ice House Street in  
the said Colony of Hong Kong (who and each of whom and whose  
and each of whose successors and assigns are where not inapplicable  
hereinafter included under the designation "the Purchasers")  
of the other part WHEREAS by a Crown Lease dated the 29th  
day of March 1866 made between Her late Majesty Queen Victoria  
of the one part and Robert Jardine of the other part Her late  
Majesty demised unto the said Robert Jardine his executors  
administrators and assigns All That piece or parcel of ground  
situate lying and being at Victoria in the Colony of Hong Kong  
therein more particularly described and registered in the Land  
Office as Inland Lot No.457 Except and reserved as was therein  
excepted and reserved from the 24th day of December 1865 for  
the term of 999 years subject to the rent and covenants therein  
reserved and contained AND WHEREAS at the date of death of  
Chan Lai So Chun hereinafter first recited all that portion

**Item.**  
**No. A 3**  
(continued)

hereinafter more particularly described of the said premises were vested for the residue of the said term of 999 years in the said Chan Lai So Chun AND WHEREAS the said Chan Lai So Chun died on the 2nd day of January 1973 after having duly made and executed her last will dated the 7th day of July 1971 whereby she appointed the Vendors to be the executors thereof AND WHEREAS Probate of the said will was on the 5th day of December 1974 granted to the Vendors as executors as aforesaid out of the Supreme Court of Hong Kong in its Probate Jurisdiction No.1755 of 1974 AND WHEREAS the Vendors as such executors as aforesaid for the purpose and in the course of administration of the estate of the said deceased have agreed with the Purchasers for the sale thereof to the Purchasers for the price of \$12,000,000.00 NOW THIS INDENTURE WITNESSETH that in pursuance of such agreement and in consideration of the sum of DOLLARS TWELVE MILLION (\$12,000,000.00) paid on or before these presents by the Purchasers to the Vendors (the receipt whereof the Vendors do hereby acknowledge) the Vendors as such executors as aforesaid in the course of administration of the estate of the said deceased DO hereby assign unto the Purchasers ALL THAT piece or parcel of ground situate at Victoria aforesaid and registered in the Land Office as SECTION G OF INLAND LOT NUMBER FOUR HUNDRED AND FIFTY SEVEN Together with all messuages erections and buildings thereon known at the date hereof as No.24 and 26 Yun Ping Road Together also with all rights of way and particularly with a full free and uninterrupted right of way for the Purchasers or the owners for the time being of the said premises hereby assigned her or their tenants servants workmen and others authorised by her or them in connection with the user of the said premises hereby assigned to pass and repass

with or without vehicles over a road constructed or to be constructed upon all those pieces of ground known and registered in the Land Office respectively as Section M of Inland Lot No.29 and Section B of Inland Lot No.457 as shown on the Plan annexed to a Reassignment dated the 27th day of July 1950 and between The Hong Kong and Shanghai Banking Corporation of the one part and the Vendor of the other part and registered in the Land Office by Memorial No.199253 until such road is taken over by or surrendered to the Government of Hong Kong And all other rights privileges easements and appurtenances thereto belonging And all the estate right title interest property claim and demand of the Vendors therein and thereto except and reserved as in the said Lease is excepted and reserved TO HOLD the said premises unto the Purchasers as Tenants-in-Common in equal shares for the residue now to come of the said term of 999 years SUBJECT to the payment of the proportion hereinafter mentioned of the rent and the performance of the covenants in the said Lease reserved and contained so far as they relate to the hereby assigned premises AND the Vendors as such executors as aforesaid DO hereby covenant with the Purchasers that the Vendors have not done omitted or knowingly suffered or been party or privy to any act deed matter or thing whereby or by means whereof the said premises hereinbefore assigned or any part thereof now are or is or can or shall or may be impeached charged affected or encumbered in title estate or otherwise howsoever AND the Purchasers with the object and intention of affording to the Vendors a full and sufficient indemnity but not further or otherwise hereby covenants with the Vendors that the Purchasers will during the residue of the said term of 999 years pay the annual sum of \$24.00 being a

Item.  
No. A 3  
(continued)



**Item.**  
**No. A 3**  
(continued)

proportion of the rent and perform the Lessee's covenants and conditions in the said Lease reserved and contained so far as they relate to the hereby assigned premises and indemnify the Vendors against the non-payment of the said rent or the non-performance of the said covenants and conditions AND the Purchasers as to the premises hereby assigned and with intent to bind all persons in whom the premises hereby assigned shall for the time being be vested but not so as to be personally liable under this covenant after they have parted with the said premises hereby covenants with the Vendors and their assigns that the Purchasers will not use the said premises during the residue of the said term of 999 years for any other purpose than that of private dwelling houses and that there shall not be done or suffered on the said premises anything which shall be a nuisance to the occupiers of the land adjacent thereto or in the neighbourhood and that the said premises shall not be used for a brick-yard stone-quarry factory cinema offensive and noisesome and noxious trades cabarets dancing studios or any other similar purposes AND that the Purchasers will permit the owner or owners of the adjacent premises to make connections to the drains on the said premises AND that the Purchasers will prepare at their own costs and expenses a footpath or pavement adjoining and fronting the houses on the said premises and that they will meet the costs for the formation and surfacing of half of the width of the projected road along the whole length of the said premises fronting on the road in continuation of the existing road now known as Yun Ping Road (formerly known as Peiping Road) (which said half width is shown on the Plan annexed to an Indenture of Reassignment dated the 21st day of September 1951 and registered in the Land Office by Memorial No.206705 and

thereon uncoloured hatched Blue) and also maintain the same to the satisfaction of the Public Works Department until the said road is taken over by or surrendered to the Government of Hong Kong.

**Item.**  
**No. A 3**  
(continued)

IN WITNESS whereof the Vendors have hereunto set their hands and seals and the Purchasers have hereunto caused their respective Common Seals to be affixed the day and year first above written.

SIGNED SEALED and DELIVERED by the	)	<i>ad. Chan Tak King</i>	(23)
Vendors (they having been previously	)	<i>ad. Chan Tak Ho</i>	(24)
identified by <i>ad. A. Donald Yap</i>	)	<i>ad. Ng Chan Shai King</i>	(25)
in the presence of :-	)		

*ad. A. Donald Yap*  
**Solicitor, Hong Kong.**

SEALED with the Common Seal of the	)	<i>ad. Ho Hing</i>	(Common Seal of <i>ad. Sun Kwai King</i> )
Purchasers and SIGNED by <i>Ching Hing Tsun,</i>	)		
<i>Director of Tak Sun Kwai Limited and Ching King, the and</i>	)		
<i>Ching Sun King, Director of Tung King Ching Kwai Limited</i>	)		
in the presence of :-	)	<i>ad. Ho Hing</i>	(Common Seal of Tung <i>King Ching Kwai Ltd</i> )
	)	<i>ad. Ho Hing</i>	

*ad. A. Donald Yap*  
**Solicitor, Hong Kong.**

**Item.**  
**No. A 3**  
*(continued)*

RECEIVED on the day and year )  
first above written of and from the Purchasers )  
the sum of TWELVE MILLION DOLLARS being the ) \$12,000,000.00  
consideration money above expressed to be paid )  
by the Purchasers to the Vendors. )

W I T N E S S :-

*at* A. Donald Yap  
Solicitor, Hong Kong.

*at* Chan Lik King  
*at* Chan Pak Ho  
*at* Ng Chan Man Tong

SCHEDULE OF SANITARY FITMENT

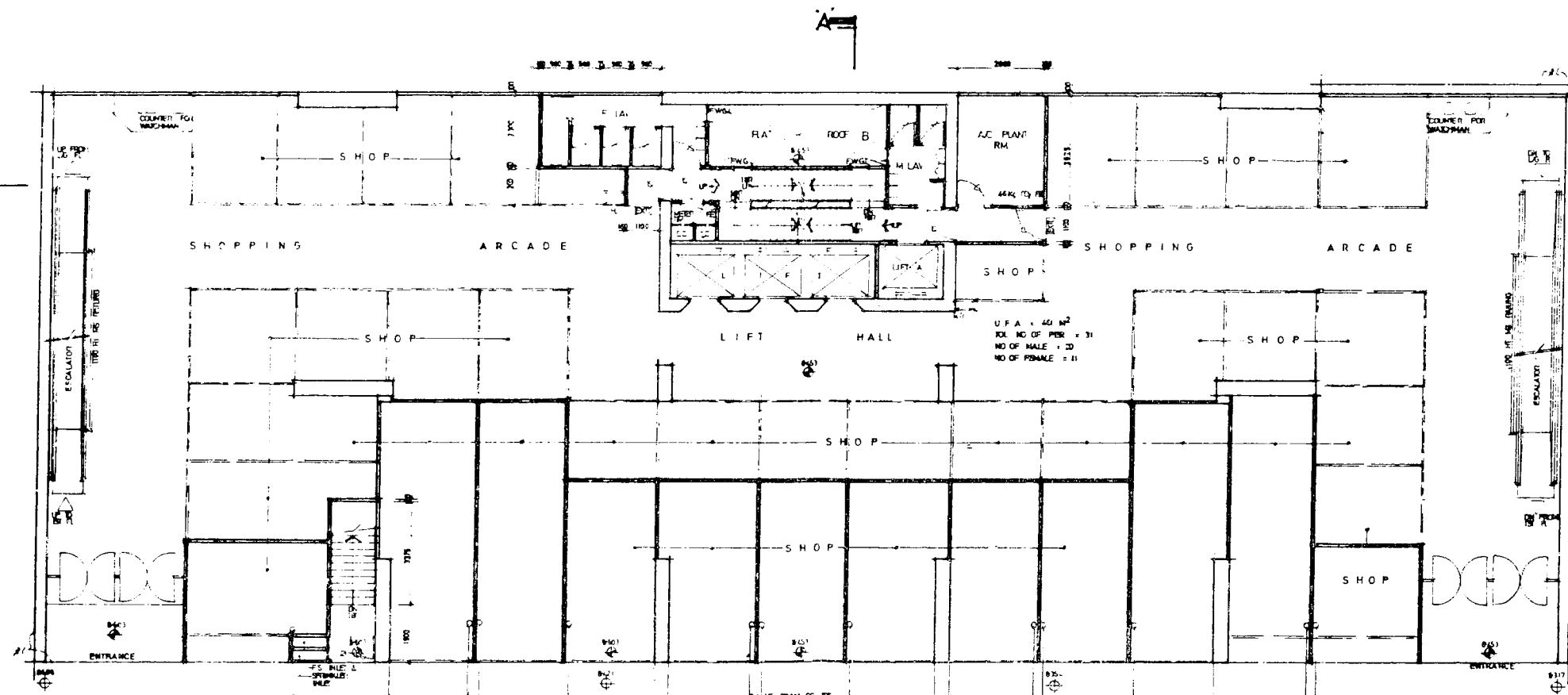
LOCATION	USE	U.F.A. (M <sup>2</sup> )	FACTOR	TOTAL NO. OF PERS.	NO OF FEMALE & MALE	SANITARY FITMENT REQUIRED			SANITARY FITMENT PROVIDED		
						W.C.	BASIN	URINAL	W.C.	BASIN	URINAL
LOWER GRD. FL.	SHOPS	485	15	33	MALE 42	2	2	1	2	2	2
UPPER GRD. FL.	SHOPS	461		31	FEMALE 22	2	1	1	4	2	2
1/F	SHOPS	520		35	MALE 23	1	1	1	2	1	1
2/F	SHOPS	520		35	FEMALE 12	2	2	2	2	1	1
3/F	SHOPS	525	9	35	MALE 23	1	1	1	2	1	1
4/F	OFFICE	433		48	FEMALE 12	2	2	2	2	2	2
15/F	OFFICE	433		48	MALE 12	2	2	2	2	2	2
16/F	OFFICE	224		25	FEMALE 16	2	2	2	2	2	2
					MALE 9	1	1	1	1	1	1

REQUIREMENT OF EXIT MEAN

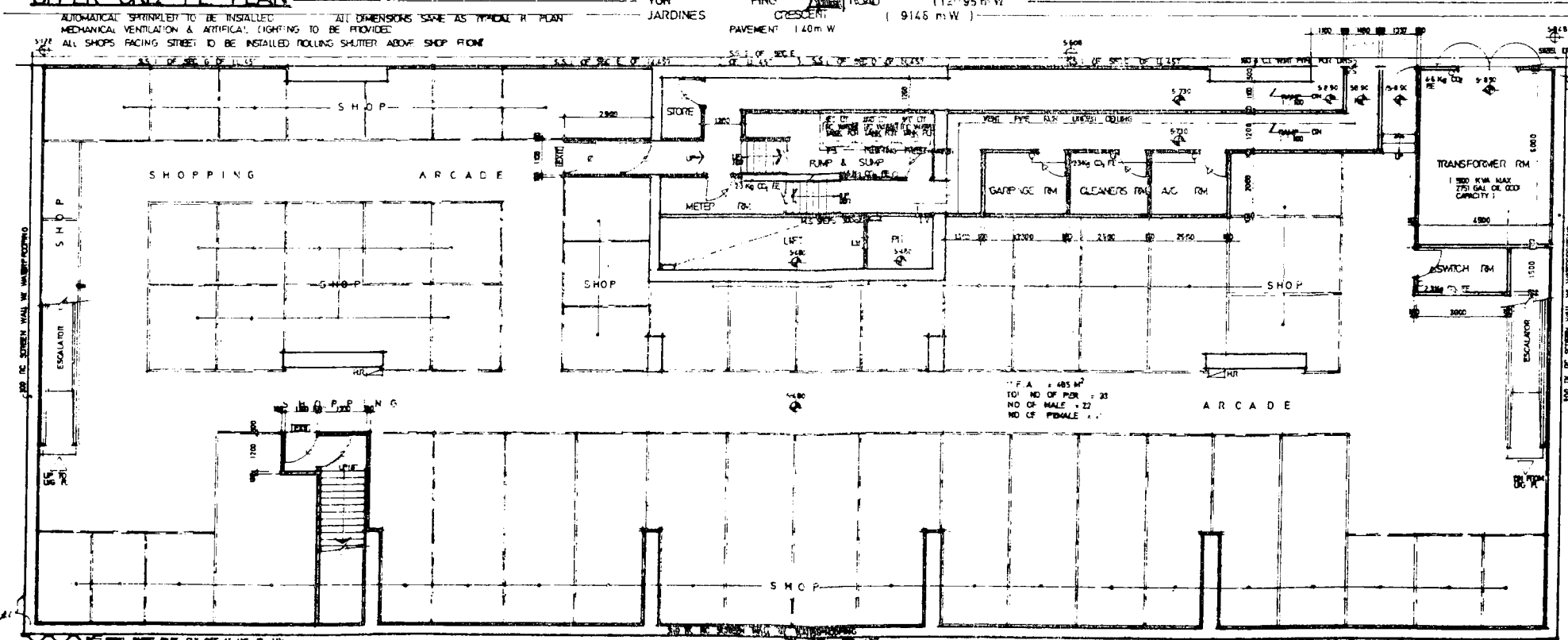
LOCATION	TOTAL U.F.A. (M <sup>2</sup> )	NO. OF PERSON	NO. OF EXIT				MIN. WIDTH OF EACH				MIN. TOTAL WIDTH OF			
			REQUIRED		PROVIDED		REQUIRED		PROVIDED		REQUIRED		PROVIDED	
			EXIT DOOR	EXIT ROUTE	EXIT DOOR	EXIT ROUTE	EXIT DOOR	EXIT ROUTE	EXIT DOOR	EXIT ROUTE	EXIT DOOR	EXIT ROUTE	EXIT DOOR	EXIT ROUTE
LOWER G/F	485	33	2	2	2	2	850	900	900	1070	1750	2000	1800	2140
UPPER G/F	461	31	2	2	2	2	850	900	900	1070	1750	2000	1800	2140
1/F	520	35	2	2	2	2	850	900	900	1070	1750	2000	1800	2140
2/F	520	35	2	2	2	2	850	900	900	1070	1750	2000	1800	2140
3/F	525	35	2	2	2	2	850	900	900	1070	1750	2000	1800	2140
4/F - 15/F	433	48	2	2	2	2	850	900	900	1070	1750	2000	1800	2140
16/F - 25/F	224	25	2	2	2	2	850	900	900	1070	1750	2000	1800	2140

SCHEDULE OF F.R.P.

LOCATION	USE	CLASS	COMPARTMENT OF BUILDING		F.R.P. REQUIRED (HOUR)	MIN. DIMENSION OF ELEMENT OF CONSTRUCTION					
			F.L. AREA (M <sup>2</sup> )	VOLUME (M <sup>3</sup> )		R.C. SLAB THICKNESS (MM)	R.C. WALL THICKNESS (MM)	R.C. COL. & BEAM COVER TO STEEL (MM)	R.C. WALL COVER TO STEEL (MM)	R.C. COL. & BEAM MIN. DIMENSION (MM)	R.C. WALL COVER TO STEEL (MM)
LOWER G/F	SHOPS	2			2	150	25	175	75	450	85
UPPER G/F	A/C RM	E	945.905	314.03	2	150	25	100	75	300	50
	METER RM	E				150	25	100	75	300	50
	SHOPS	2				125	25	100	75	300	50
1/F - 3/F	A/C RM	E	1135.326	2712.45	2	125	25	100	75	300	50
	METER RM	E				125	25	100	75	300	50
4/F - 15/F	OFFICE	3			2	100	15	100	25	300	50
	A/C RM	E	563.696	1606.53		125	25	100	25	300	50
16/F - 25/F	OFFICE	3			2	100	15	100	25	300	50
	METER RM	E	325.427	927.47		125	25	100	25	300	50

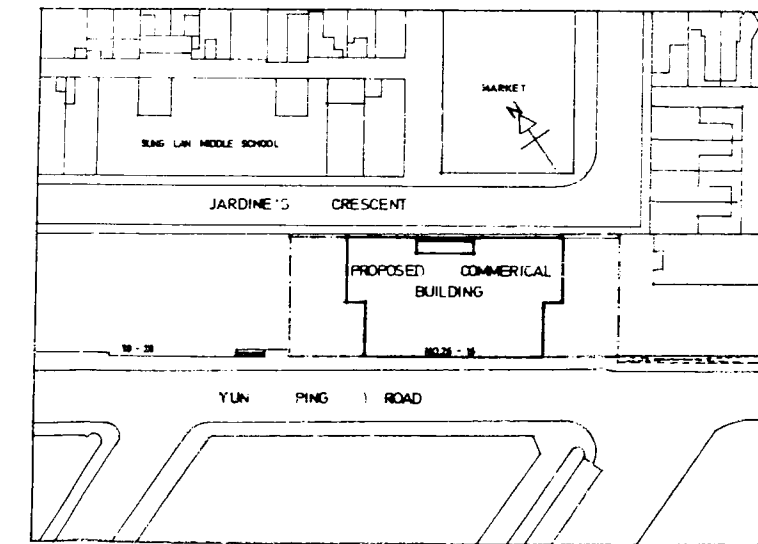


UPPER GRD. FL. PLAN



LOWER GRD. FL. PLAN

MECHANICAL SPRINKLER SYSTEM TO BE INSTALLED  
MECHANICAL VENTILATION & ARTIFICIAL LIGHTING TO BE PROVIDED  
ALL DIMENSIONS SAME AS TYPICAL F.L. PLAN



BLOCK PLAN (SCALE 1:500)

REV.	DATE	BY	CHKD.

NOTES

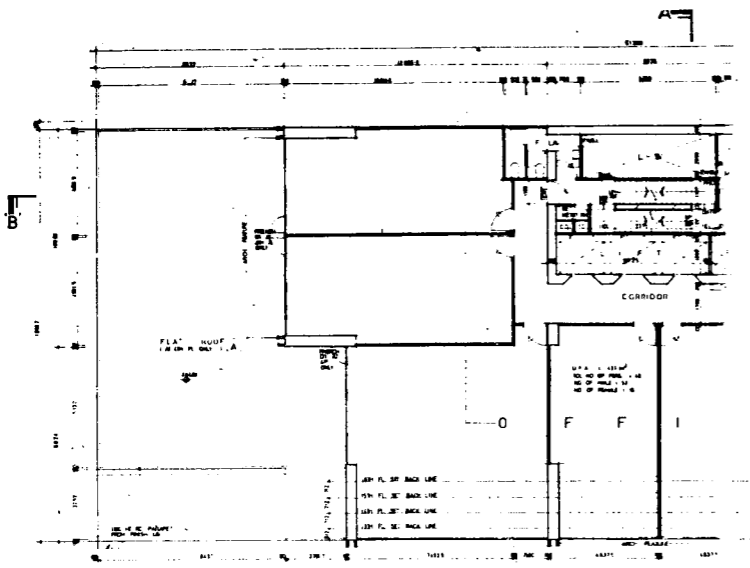
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DRAWING TITLE <b>GENERAL PLAN</b>	
SIGNATURE	DATE
BRUCE K. W. KWAN & ASSOCIATES ARCHITECTS REGISTERED ARCHITECTS	
SCALE 1:100	PRINTED
CHECKED	DATE
DRAWN <i>Liung</i>	DATE 11/70
JOB NO. <b>13979</b>	DRAWING NO. <b>G1/8</b>

Item.  
No. A 4  
(continued)

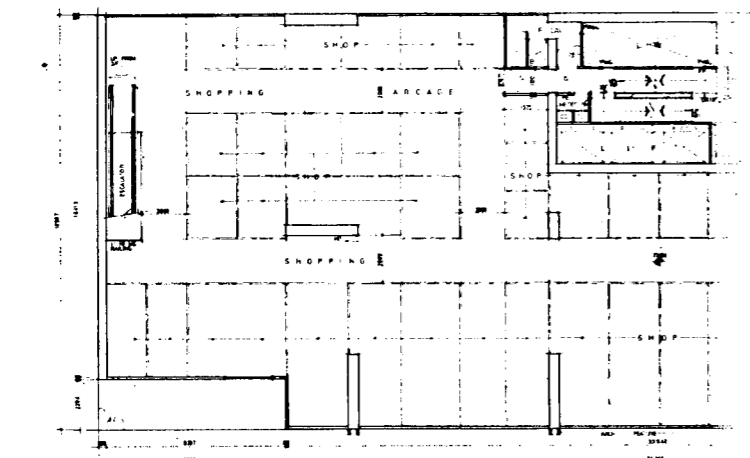
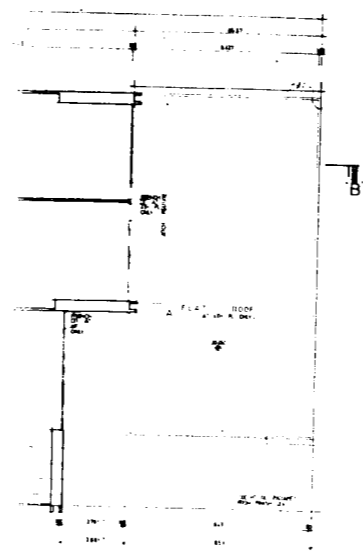
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REVISION	
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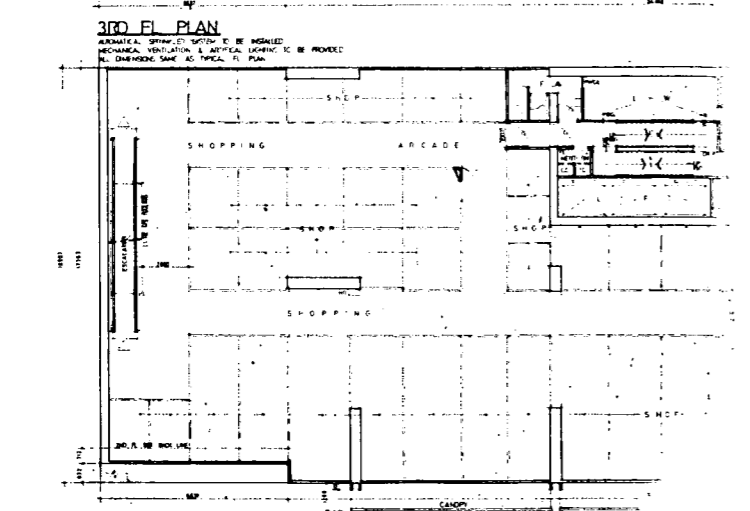
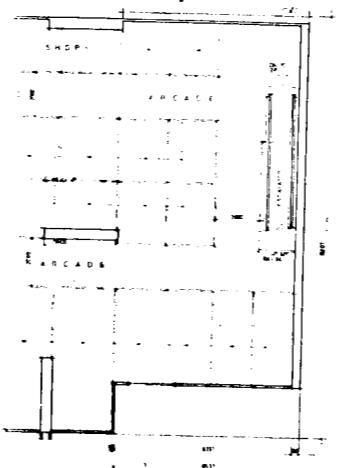
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ON 1:457 SEC C R.P. SEC D R.P. SEC E R.P. SEC F	
15-26 Y.L.A. 2740 ROAD, HK	
GENERAL PLAN	
NO. 107	DATE
13979	
G2/8	



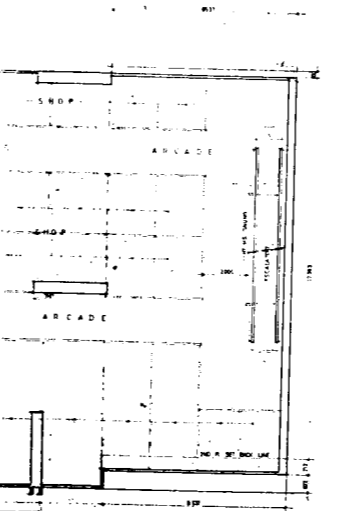
4TH FL - 15TH FL PLAN  
AUTOMATIC SPRINKLER SYSTEM TO BE INSTALLED



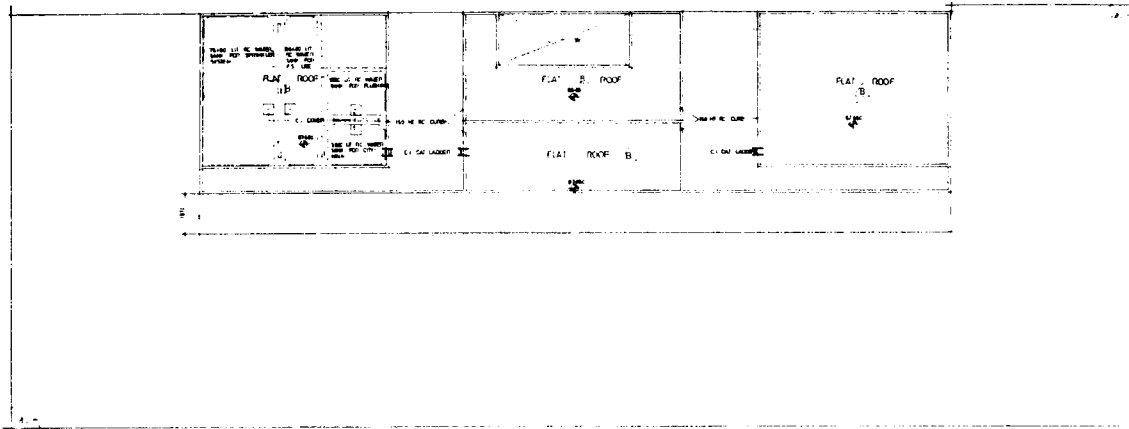
3RD FL PLAN  
AUTOMATIC SPRINKLER SYSTEM TO BE INSTALLED  
MECHANICAL VENTILATION & ARTIFICIAL LIGHTING TO BE PROVIDED  
ALL DIMENSIONS SAME AS TYPICAL FL. PLAN



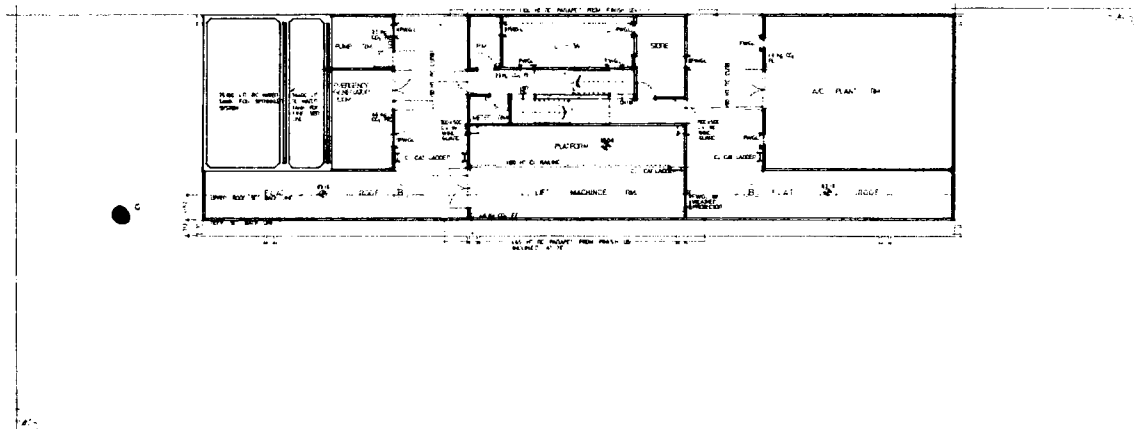
1ST FL - 2ND FL PLAN  
AUTOMATIC SPRINKLER SYSTEM TO BE INSTALLED  
MECHANICAL VENTILATION & ARTIFICIAL LIGHTING TO BE PROVIDED  
ALL DIMENSIONS SAME AS TYPICAL FL. PLAN



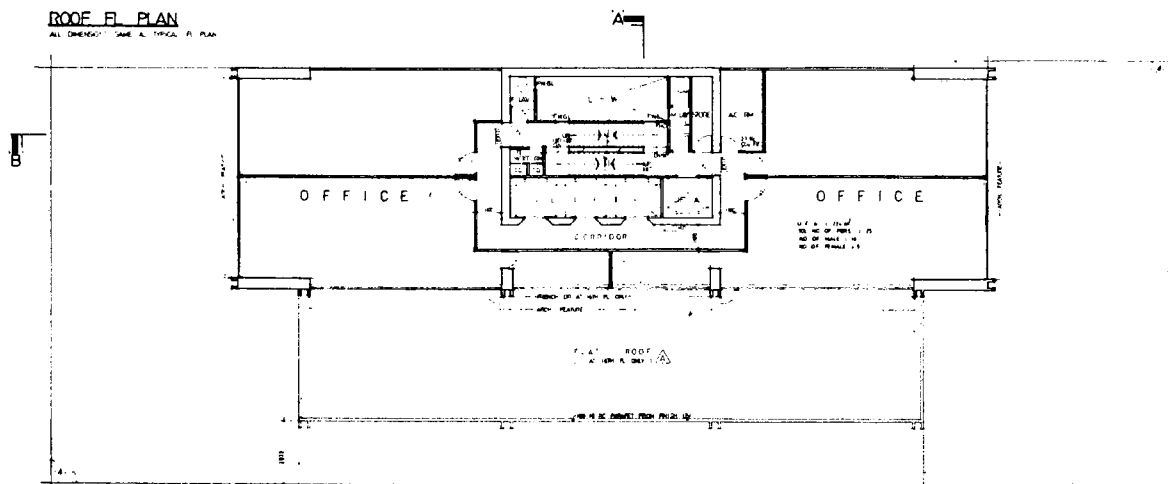
**Item.  
No. A4  
(continued)**



**UPPER ROOF PLAN**



**ROOF B PLAN**  
ALL DIMENSIONS SAME AS TYPICAL F PLAN



**16TH FL-25TH FL PLAN**  
ARCHITECTURAL SYMBOLS SHOWN IN B SYMBOLS  
ALL DIMENSIONS SAME AS TYPICAL F PLAN

**FIRE SERVICE NOTES :**

- (1) A WATER TANK WITH A CAPACITY OF NOT LESS THAN 36,400 LITRES TO BE PROVIDED TO SUPPLY THE F.N./M.R. INSTALLATION.
- (2) A MANUALLY OPERATED FIRE ALARM SYSTEM TO BE PROVIDED THROUGHOUT THE BUILDING AND INCORPORATED INTO F.N./M.R.
- (3) ALL REQUIRED EXITS TO BE CLEARLY INDICATED BY ILLUMINATED "EXIT" SIGNS IN 375 MILLIMETRES ENGLISH AND CHINESE CHARACTERS.
- (4) AN AUTOMATIC SPRINKLER INSTALLATION TO BE PROVIDED AND INSTALLED IN ACCORDANCE WITH THE 29TH EDITION F.O.C.C. RULES TO PROTECT ALL FLOORS EXCEPT LIFT MOTOR ROOM, A/C PLANT ROOM, SWITCH AND TRANSFORMER ROOM AND ELECTRIC GENERATOR ROOM.
- (5) WATER SUPPLY FOR THE SPRINKLERS MUST CONFORM TO 29TH EDITION FIRE OFFICES COMMITTEE RULES FOR AUTOMATIC SPRINKLER INSTALLATIONS.
- (6) THE NUMBER OF SPRINKLERS INLET TO BE DETERMINED BY THE FIRE SERVICES CONTRACTOR AT A LATER STAGE.
- (7) A SPRINKLER ANNUNCIATOR PANEL TO BE PROVIDED TO INDICATE THE FLOOR UPON WHICH SPRINKLERS ARE OPERATING.
- (8) A SECONDARY ELECTRICITY SUPPLY TO BE PROVIDED TO MAINTAIN ALL ESSENTIAL SERVICES (I.E. LIGHTING ILLUMINATION OF ALL EXITS MANUAL FIRE ALARM SYSTEM, SPRINKLER SYSTEM, FIRE PUMPS, FIREMAN'S LIFTS) IN THE EVENT OF A MAIN POWER FAILURE OR A FIRE INCIDENT.
- (9) LIFT MARKED "A" ON PLANS TO BE ARRANGED AS FIREMAN'S LIFT, IN WHICH SHOULD NOT BE SMALLER THAN THAT DEFINE BY LIFT. MANUFACTURERS AS 8 PERSONS LIFTS. SUCH LIFT TO BE PROVIDED WITH SUITABLE SWITCHES TO ENABLE THE F.S.D. TO OBTAIN COMPLETE CONTROL IN THE EVENT OF AN EMERGENCY AND TO BE CLEARLY INDICATED ON THE OUTSIDE.
- (10) ELECTRICAL CIRCUITS TO BE PROTECTED BY MINUTABLE CIRCUIT BREAKERS IN LIEU OF CONVENTIONAL REWIPEABLE FUSES.
- (11) ISOLATION VALVES TO BE PROVIDED WHERE NECESSARY SO AS TO MAINTAIN A PRESSURE NOT EXCEEDING 7kg/cm<sup>2</sup> AT ANY ONE HYDRANT POINT & NOT LESS THAN 4.2kg/cm<sup>2</sup> AT ANY ONE HYDRANT POINT.
- (12) ALL INTERNAL LINES FOR ACQUISITION OF THERMAL INSULATION OF DECORATIVE PURPOSES TO BE OF CLASS 1 OR 2 RATE OF SURFACE FLAME SPREAD AS LAID DOWN BY B.S.S. NO. 476 OF 1971 (PART 7).
- (13) THE INTERNAL DIAMETER OF EACH RISING MAIN OF THE FIRE SERVICES INSTALLATION TO BE NOT LESS THAN 100MM. EACH RISING MAIN WILL SUPPLY ONE OUTLETS AT EACH HYDRANT POINT.
- (14) (A) PIPE DUCT TO BE OF SUBSTANTIAL FIRE AND MECHANICAL RESISTANT CONSTRUCTION, I.E. BRICK OR CONCRETE CONSTRUCTION TO BE GIVEN TO THE SIDING OF THE DUCT SO THAT THE SAME PROTECTION IS ALSO AVAILABLE TO THE SERVICE WIRING RUNNING OFF THE DUCT TO INDIVIDUAL CONSUMERS ON EACH FLOOR.  
(B) PIPE DUCT TO BE SLOTTED UP AT POINTS WHICH THEY PASS THROUGH FLOORS AND COMPARTMENT WALLS AND ALL INSPECTION EXITS TO BE 50MM HARDWOOD SOLID-TIMBER SELF-CLOSING OR EQUIVALENT.
- (15) F.S.D. REQUIREMENTS FOR TRANSFORMER, SWITCH ROOM TO BE COMPLIED WITH.
- (16) A COPY OF LETTER OF CONSENT FROM THE WATER AUTHORITY WILL BE SUBMITTED TO F.S.D. IN DUE COURSE.
- (17) SPRINKLER SYSTEM TO BE PROVIDED AND INSTALLED BY FIRE SERVICES CONTRACTOR ACCORDING TO THE F.S.B. RULES (TO ALL FLOORS).
- (18) NO STORAGE OF DANGEROUS GOODS WITHOUT THE DIRECTOR OF THE FIRE SERVICES.
- (19) REQUIREMENTS FOR ELECTRICAL GENERATOR TO BE COMPLIED WITH. (WP/105)
- (20) WATER SUPPLY FOR SPRINKLER SYSTEM TO BE FROM TOWN'S MAIN WITH 75,400 LITRES ROOF TANK FOR EMERGENCY INITIAL SUPPLY FOR AT LEAST 30 MINUTES IN ACCORDANCE WITH 29TH EDITION OF F.O.C.C. RULES (A DIRECT LINE IS LINKED TO NEAREST FIRE CONTROL).
- (21) 2.5 MTS. 64KG CO. P.F.E. TO BE PROVIDED IN ELECTRIC GENERATOR ROOM, LIFT MOTOR ROOM, AND PUMP ROOM. 55 NOS. 2.3kg CO. P.F.E. TO BE PROVIDED IN SWITCH ROOM, METER ROOM. 131 NOS. HOSE REEL POINTS. 26 MTS. FIRE HYDRANT POINTS, ONE MTS. P.S. INLET AND ONE NO. SPRINKLER SYSTEM INLET AND STOP VALVE TO BE PROVIDED AS INDICATED ON PLANS.
- (22) F.S. REQUIREMENTS FOR BATTERY SECONDARY LIGHTING SYSTEM TO BE COMPLIED WITH WHERE APPLICABLE.

**GENERAL NOTES :**

- (1) R.C.C. DETAILS AND CALCULATIONS TO BE SUBMITTED LATER.
- (2) W.C. & DRAINAGE PLANS TO BE SUBMITTED LATER.
- (3) ALL BRICK WORKS TO BE BUILT IN "TENTH MORTAR 1:3 MIX.
- (4) EVERY STAIRCASE SHALL HAVE A CLEAR HEIGHT NOT LESS THAN 2 METRES AND PROVIDE HANDRAIL TO BOTH SIDES.
- (5) ALL STAIRCASE WINDOWS TO HAVE 7 MM WIND GLASS ON FIXED FRAMES WITH FACILITIES TO OPEN PARTIALLY.
- (6) THREADS OF STAIRCASE NOT LESS THAN 25MM AND RISERS NOT MORE THAN 175MM.
- (7) MIN. HEIGHT OF BEAMS AND CEILING ABOVE FLOOR LINE TO BE 2.3 M. AND 2.75 M.
- (8) ALL LAVATORIES TO HAVE MIN. 1.5 M. HEIGHT GLAZED TILE DADO.
- (9) ALL PARTITIONS OF LAVATORIES TO BE BUILT WITH 75 MM V.I. CON BLOCK OTHERWISE NOTED.
- (10) ALL DIMENSIONS TO BE INDICATED IN MILLIMETRES.

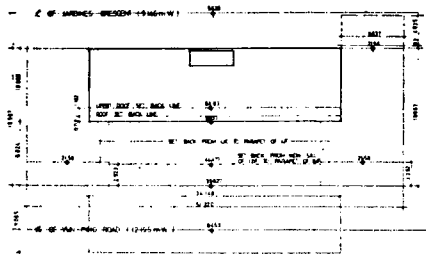
**SYMBOLS**

- 50 mm. HARDWOOD SOLID CORE SELF CLOSING DOOR W/ PAN. GLAZED GLASS.
- 50 mm. HAF WOOD SOLID CORE DOOR WITH W.G. PANELS.
- EXIT SIGN
- ONE COURSE QUARRY TILE ON 3-PLY WATER PROOFING FELT ON CEMENT SKEEDING.
- GRANITE CHIP ON 3-PLY WATER PROOFING FELT ON CEMENT SKEEDING.
- H.M./S.C. DOOR

**COLOR INDICATION**

- R.C.C. WORK
- V.I. CON BLOCK
- TEAK OR WOOD OR MARBLE
- MOZAIC OR GLAZED DADO
- METAL
- BRICK WORK
- GLASS

REV. NO.		DATE	
REV. NO.		DATE	
NOTES			
REV. NO.		DATE	
PROPOSED COMMERCIAL BUILDING			
ON ILL. SEC. 1.80, SEC. D.R.P. SEC. E.R.P.			
SEC. G.R.P. & SEC. F.			
15-26 YUN PING ROAD, HK			
DRAWING TITLE			
GENERAL PLAN & NOTES			
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CHECKED		DATE	
DRAWN		DATE	
JOB NO. <b>13979</b>		DRAWING NO. <b>G3/8</b>	
 HONG KONG ENGINEERING & ARCHITECTURE			



**SHADOW AREA DIAGRAM**

**SHADOW AREA CALCULATION**

**YUN PING ROAD**

SITE FRONTAGE 5122m

STREET WIDE 12195m

PERMITTED STREET SHADOW AREA  $121 \times 12195 \times 5122 = 312314 \text{ m}^2$

PROVIDED STREET SHADOW AREA  $9085 \times 34168 = 312295 \text{ m}^2 < 312314 \text{ m}^2$  OK

**JARDINES CROSSFEET**

SITE FRONTAGE 8537m

STREET WIDE 9166m

PERMITTED STREET SHADOW AREA  $12 \times 8537 \times 9166 = 3904 \text{ m}^2$

PROVIDED STREET SHADOW AREA  $8537 \times 4075 = 3436 \text{ m}^2 < 3904 \text{ m}^2$  OK

**COVERAGE AND PLOT RATIO CALCULATION**

SITE AREA 970978 m<sup>2</sup>

CLASS OF SITE A

BUILDING HEIGHT 7770m > 61m

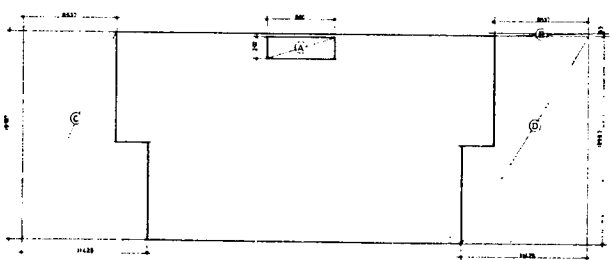
COVERAGES PERMITTED SITE COVERAGE UNDER 15m FOR NONDOMESTIC PART

ACTUAL SITE COVERAGE UNDER 15m FOR NONDOMESTIC PART

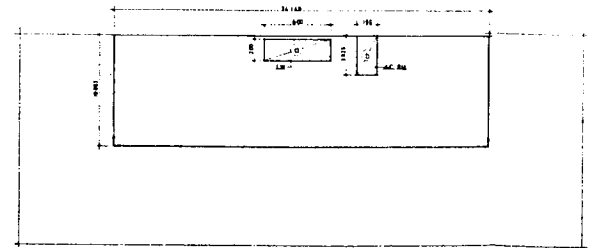
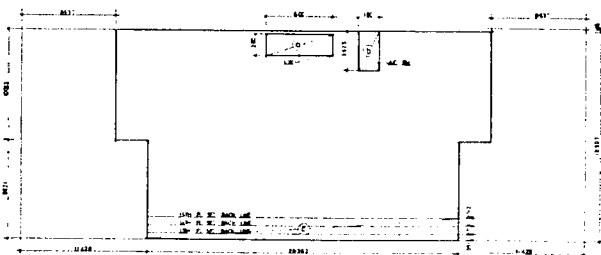
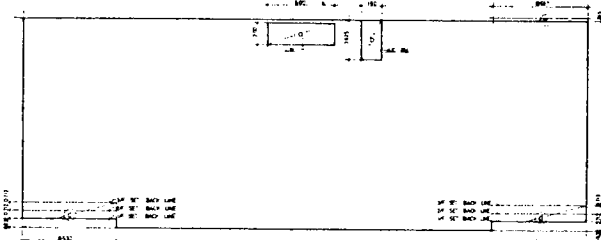
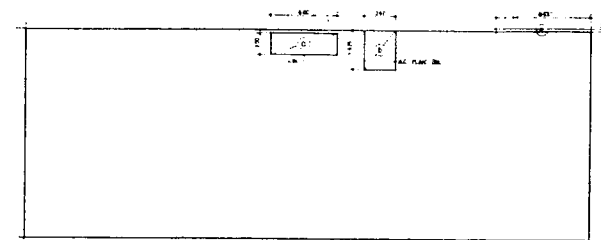
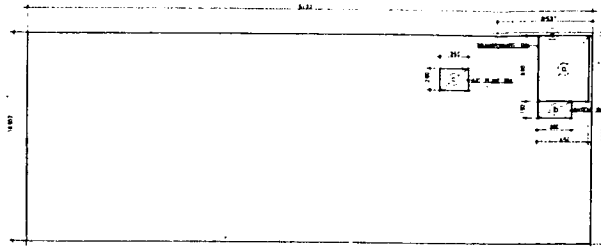
- \* 100%
  - \* SITE AREA - (A) - (B)
  - \*  $970978 - 12 - 2561$
  - \*  $968405 \text{ m}^2$
  - \*  $968405 < 100\%$  OK
- 
- \* 60%
  - \* SITE AREA - (A) - (B) - (C) - (D)
  - \*  $970978 - 12 - 2561 - 186918 - 186918$
  - \*  $583589 \text{ m}^2$
  - \*  $583589 < 60\%$  OK
- 
- \* 15%
  - \*  $1456467 \text{ m}^2$
  - \* TOTAL GROSS FL AREA : SITE AREA
  - \*  $14561779 \text{ m}^2$
  - \*  $14997 < 15$  --

PLOT RATIO PERMITTED PLOT RATIO FOR NONDOMESTIC PART OVER 61m

PROVIDED PLOT RATIO FOR NONDOMESTIC PART OVER 61m



**SITE COVERAGE DIAGRAM**



**GROSS FL AREA CALCULATION**

LOWER G/F AREA = SITE AREA - (A) - (B) - (C) - (D)

=  $970978 - 12 - 45 - 5 - 2561$

=  $931917 \text{ m}^2$

UPPER G/F AREA = SITE AREA - (A) - (B) - (C)

=  $970978 - 12 - 10512 - 2561$

=  $945905 \text{ m}^2$

1ST FL AREA = SITE AREA - (A) - (B) - (C) - (D) - (E)

=  $970978 - 12 - 6887 - 7102 - 7102 - 2561$

=  $935326 \text{ m}^2$

2ND FL AREA = SITE AREA - (A) - (B) - (C) - (D) - (E) - (F)

=  $970978 - 12 - 6887 - 15181 - 13181 - 2561$

=  $923168 \text{ m}^2$

3RD FL AREA = SITE AREA - (A) - (B) - (C) - (D) - (E)

=  $970978 - 12 - 6887 - 19259 - 19259 - 2561$

=  $911012 \text{ m}^2$

4TH-12TH FL AREA = TYPICAL COVERAGE AREA - (A) - (B) - (C) - (D) - (E)

=  $1562581 - 12 - 6887 - 8$

=  $563684 \text{ m}^2 \times 9$

=  $5073246 \text{ m}^2$

13TH FL AREA

=  $563684 - (G) - (H)$

=  $549172 \text{ m}^2$

14TH FL AREA

=  $549172 - (I) - (J)$

=  $528978 \text{ m}^2$

15TH FL AREA

=  $528978 - (K) - (L)$

=  $508785 \text{ m}^2$

16TH-25TH FL AREA = TYPICAL COVERAGE AREA - (M) - (N) - (O)

=  $1344274 - 12 - 6887 - 10$

=  $326427 \text{ m}^2 \times 10$

=  $3264270 \text{ m}^2$

TOTAL GROSS FL AREA FROM L/G FL TO 25TH FL

=  $931917 + 945905 + 935326 + 923168 + 911012 + 5073246 + 549172 + 528978 + 508785$

=  $14561779 \text{ m}^2$

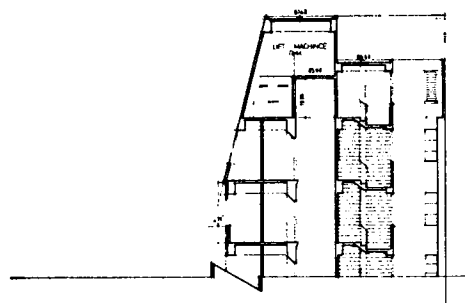
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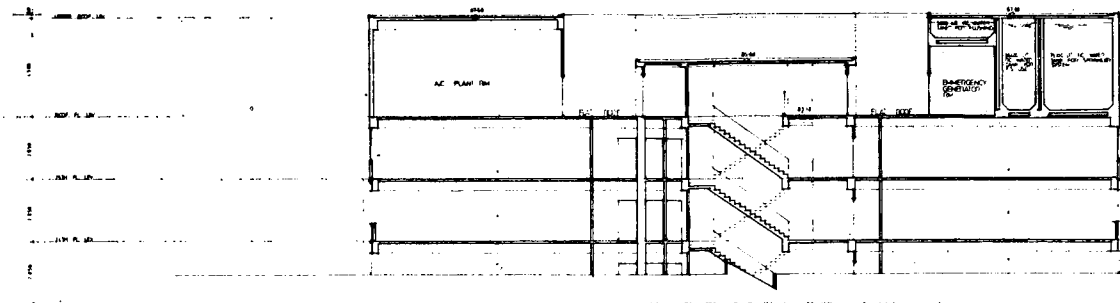
NOTES

REVISED		DATE
<p>PROPOSED COMMERCIAL BUILDING</p> <p>ON 1457 SEC. 6 RP, SEC. 8 RP, SEC. 8 RP, SEC. 8 RP, SEC. 8 RP, SEC. 8 RP</p> <p>16-26 YUN PING ROAD, HK</p>		
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DATE		DATE
PROJECT NO.		DATE
13979		G 4/8

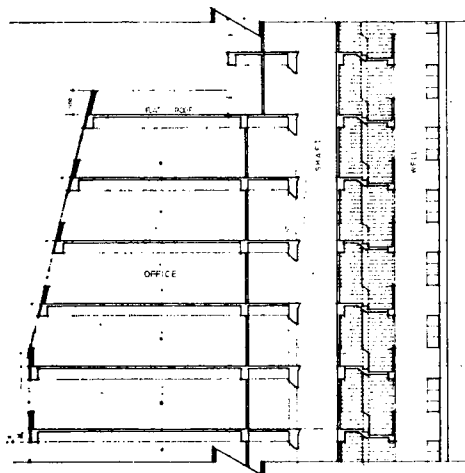




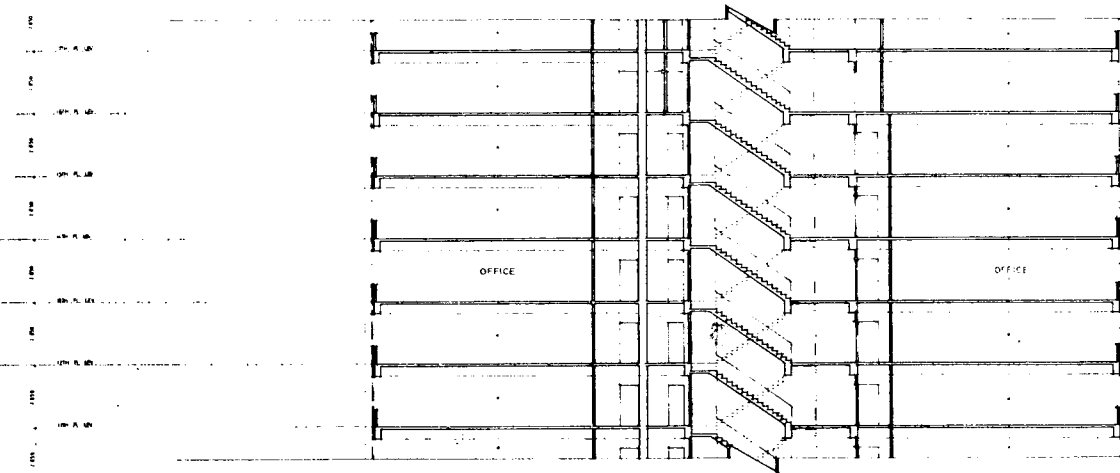
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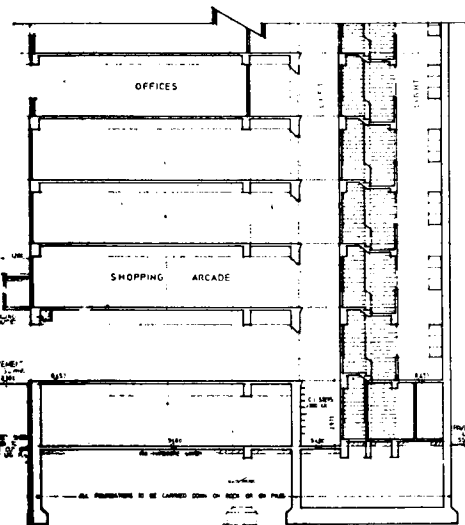
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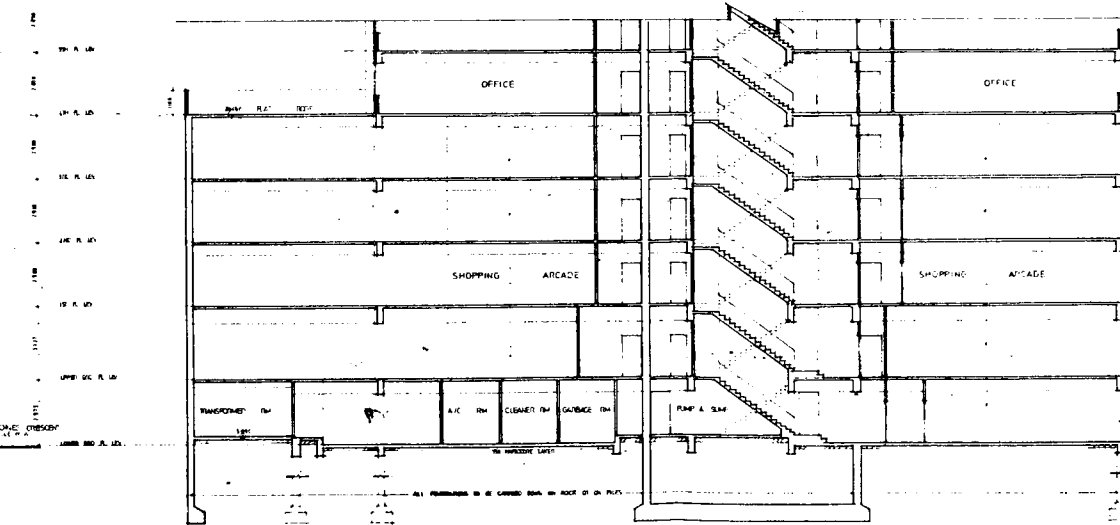
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SECTION A - A



SECTION B - B

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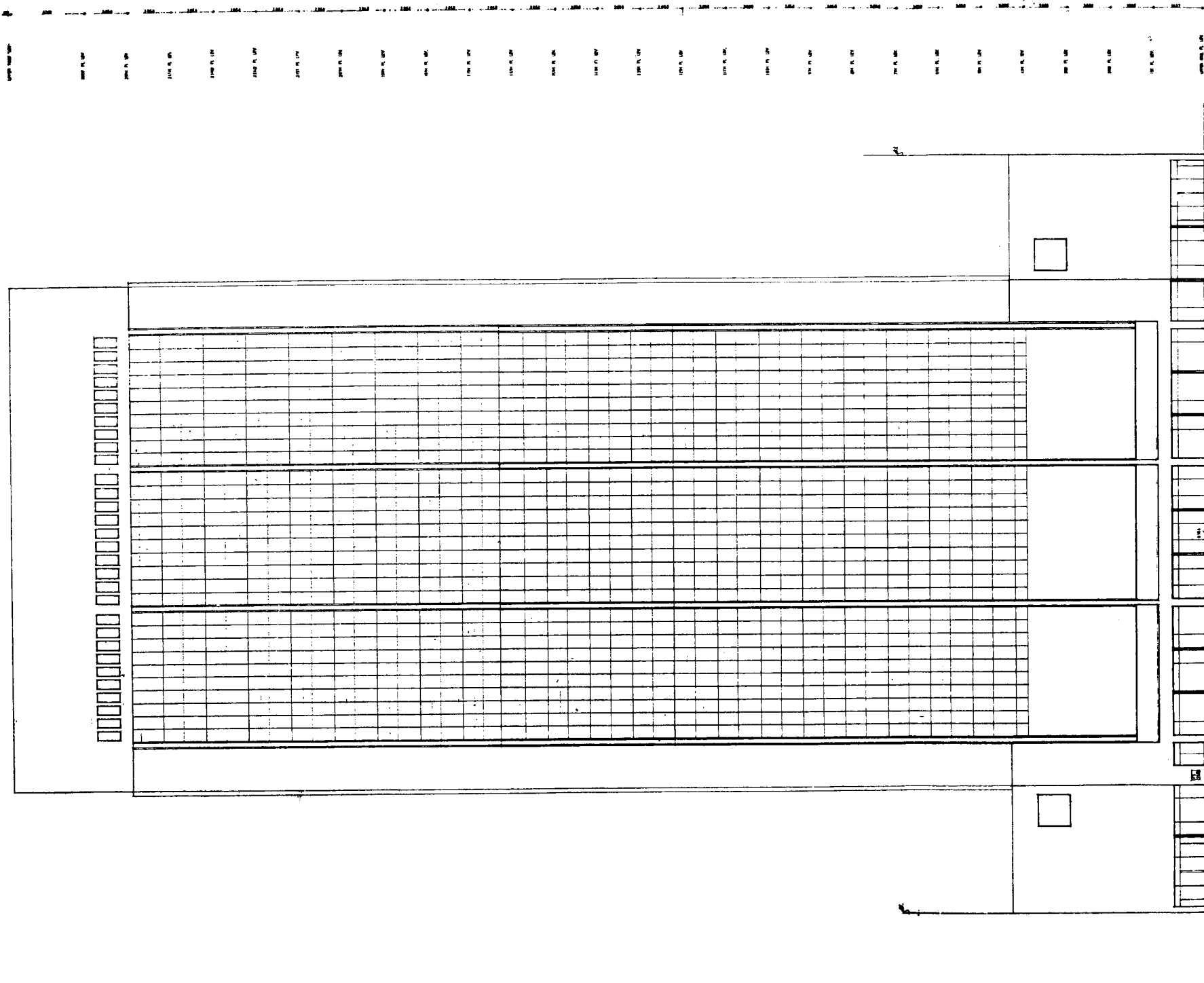
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PROJECT NO.	13979
DATE	11/78
SCALE	1:100
PROJECT	PROPOSED COMMERCIAL BUILDING
DATE	11/78
NO.	G5/8





Item.  
No. A 4  
(continued)



FRONT ELEVATION

DATE	
SCALE	
REVISIONS	
NOVEMBER	


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JOB TITLE	
<b>PROPOSED COMMERCIAL BUILDING</b>	
ON L1ST SEC C R.P., SEC D R.P., SEC E R.P., SEC G R.R. & SEC F.	
15-26 YUN FHW ROAD, HK.	

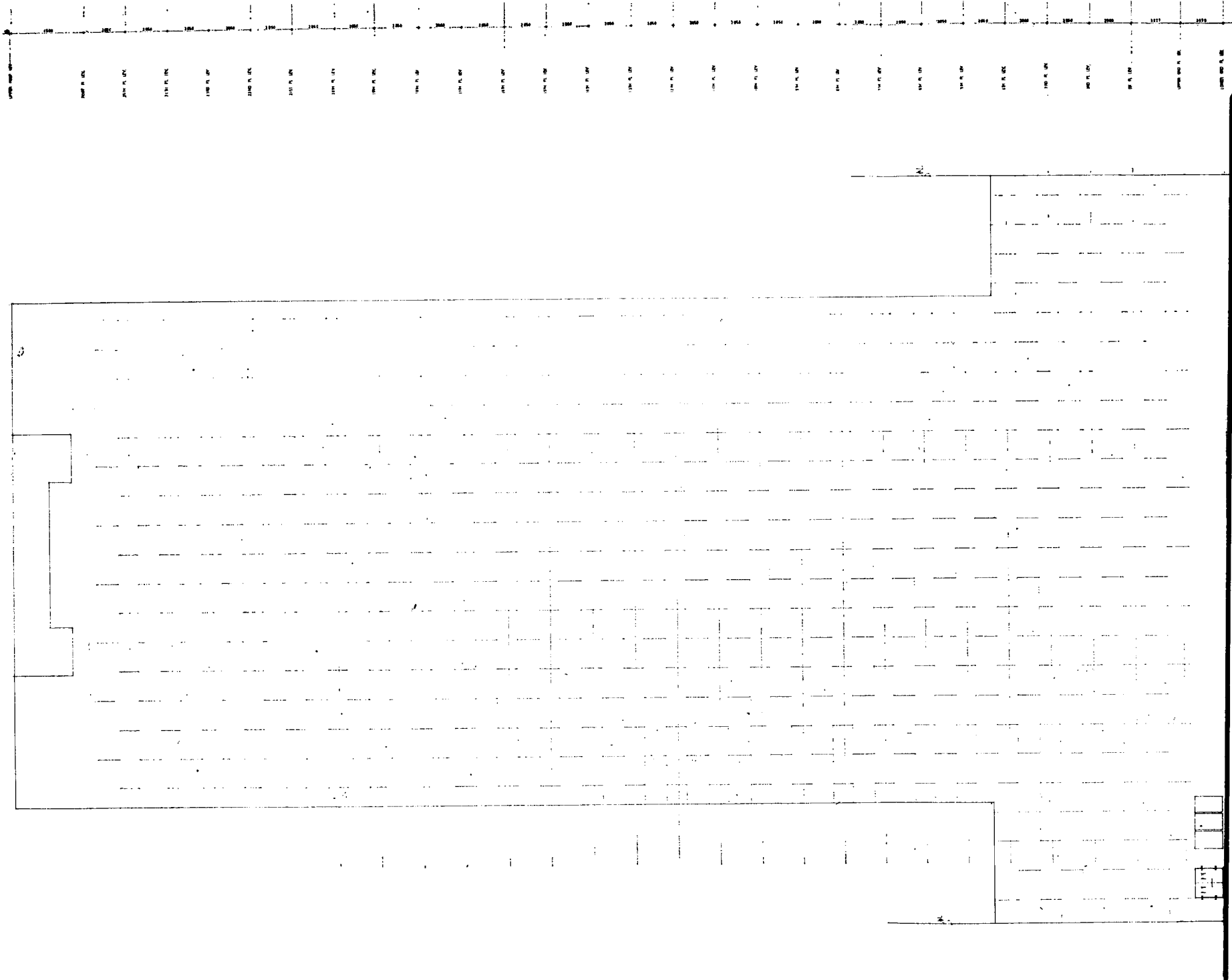
DATE	
<b>ELEVATION</b>	

SIGNATURE	DATE
<b>SSS &amp; ASSOCIATES ARCHITECTS, A/R/C/A, M/E/L, A/E/L/A</b>	

SCALE 1:100	DRAWN
	DATE 11/70
NO. 13979	G 6/6

  
SSS & ASSOCIATES ARCHITECTS, A/R/C/A, M/E/L, A/E/L/A

Item.  
No. A 4  
(continued)



REAR ELEVATION - EACH SIDE - CROSS SECTION

DATE	BY

NOTES

REVISION	DATE

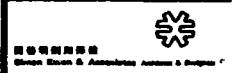
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TITLE  
**PROPOSED COMMERCIAL BUILDING**  
 DRILL 457 SEC. C RP- SEC. DRP- SEC. E RP.  
 SEC. G RP. & SEC. F  
 16-26 YUN PING ROAD, HK.

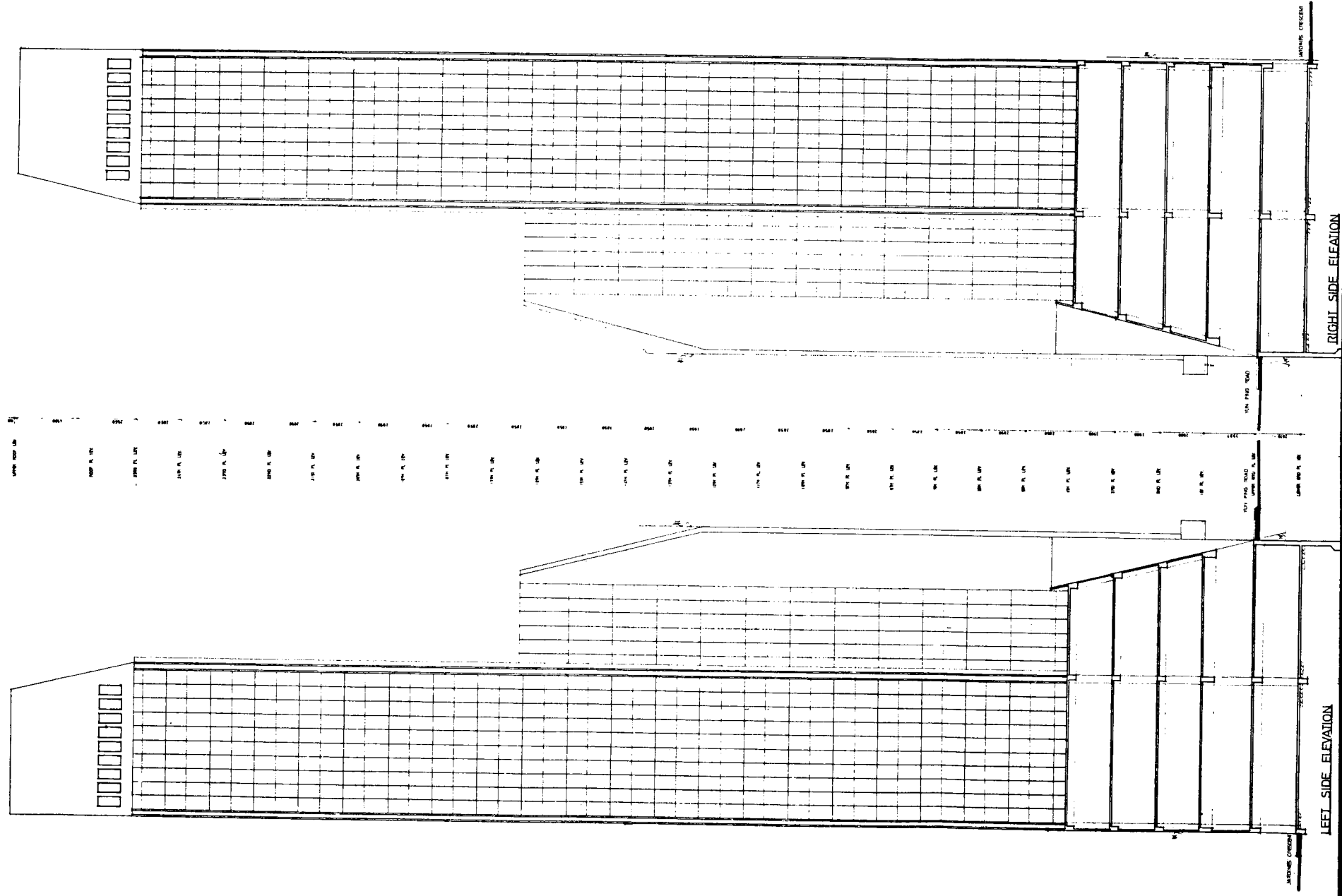
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**ELEVATION**

SIGNATURE DATE

YUN PING ROAD ARCHITECTURE & DESIGN	
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DRAWN <i>[Signature]</i>	DATE 11/79
JOB NO. 13979	DRAWING NO. G7/8



Item.  
No. A 4  
(continued)



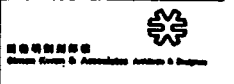
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NOTES


PROPOSED COMMERCIAL BUILDING  
ON L1, L27 SECC RP SEC D RP SEC E RP  
SEC G RP & SEC F  
15 - 26 YUN PING ROAD, HK

ELEVATION

SCALE	1:100
DATE	11/19
NO	13979
	G 8/8



**Building Authority's Letter**  
**Dated 25th January, 1980**

**Item.**  
**No. A 5**

25 January, 1980

Mr. Simon Kwan  
433-4 Man Yee Building,  
67-71 Queen's Road Central,  
Hong Kong.

Dear Sir,

16-26 Yun Ping Road — I.L. 457 s.F, s.O, s.D, s.E & s.G

I refer to your application dated 29th November 1979 for approval or 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

(Please see overleaf)

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.

Yours faithfully,

KL/vo

(Sd.) KENNETH LAI  
*pro Building Authority*

**Item.**  
**No. A 5**  
*(continued)*

2.
  - i) The relevant certificate from the Director of Fire Services has not been produced. Section 16 (1) (b) of the Buildings Ordinance refers.
  - ii) The canopy is unacceptable. Section 31 (1) of the Buildings Ordinance refers.
  - iii) The street shadow area over Jardine's Crescent has been exceeded, Building (Planning) Regulation 16. Your calculations should be based upon the overall frontage of the building.

The alienated portion is not considered to affect the application of this regulation.

5. Comments from Director of Fire Services attached. One set of your plans is retained for reference purposes while the other sets are returned herewith.

Item.  
No. A 6

**Buildings Appeals Tribunal's Decision**  
**Dated 30th May, 1980**

布政司署  
香港下亞厘畢道



GOVERNMENT SECRETARIAT  
LOWER ALBERT ROAD  
HONG KONG

本署檔號 OUR REF.: ENV 63/80/04

來函檔號 YOUR REF.:

24<sup>th</sup> June, 1980.

Dear Sir,

Appeal Tribunal - Buildings Ordinance  
Nos. 16-26, Yun Ping Road, Hong Kong  
Inland Lot No. 457 s.F, s.C, s.D,  
s.E and s.G

I enclose for your attention a copy of a minutes of the open hearing in the case of Nos. 16-26, Yun Ping Road, Hong Kong - Inland Lot No. 457 s.F, s.C, s.D, s.E & s.G, which was held on 30th May, 1980.

Yours faithfully,

(TANG Wui-yuen)  
for Secretary for the Environment

Messrs. M.K. Lam & Co.,  
Solicitors & Notaries,  
Yip Fung Building, 7th floor,  
D'Aguilar Street,  
Hong Kong.

The decision of the Tribunal was delivered orally:

**Item.**  
**No. A 6**  
*(continued)*

An Appeal has been brought to this Tribunal against the decision of the Building Authority to reject plans for the re-development of premises known as 16-26 Yun Ping Road.

10 On 25th January 1980 the subject plans were rejected and in a letter to the appellant's architect the grounds for rejection included as item II(3) "the street shadow area over Jardine's Crescent has been exceeded, Buildings (Planning) Regulation 16. Your calculations should be based upon the overall frontage of the building. The alienated portion is not considered to affect the application of this regulation."

We need not concern ourselves with the other grounds upon which the plans were rejected as we have been told that these are minor matters and of no consequence. This Appeal has been brought before us under the provisions of Section 44 of the Buildings Ordinance but it is necessary to go back to Section 43 to find out the purpose for which this Tribunal has been established and the limits of our jurisdiction.

20 Section 43(1) states that the Governor may appoint from time to time an Appeal Tribunal, as he has of course done, for the purpose of determining appeals by persons prejudiced by a decision of the Building Authority, and I must underline the words that follow, in the exercise of his discretion in respect of any act, matter or thing which is by this ordinance made subject to the exercise of such discretion.

30 Our powers are limited, and indeed it is a great pity that advocates appearing and arguing so eloquently before us have not dissected the decision in *Singway Co. Ltd. v The Attorney General*, we are an administrative Tribunal, and the fact that Counsel for the B.O.O., and for the appellant would like us to adjudicate does not give us power to extend our jurisdiction. By implication, the rejection of the subject plans has been under the first limb of Section 16(1) (d) of the Buildings Ordinance, namely that the carrying out of building works shown thereon would contravene the provisions of this Ordinance.

The Singway decision, although directly related to the second limb, must equally well apply to the first limb, and no case can be made out for distinguishing between the two parts of the same sub-section. Where the Building Authority reaches a conclusion that building works contravene the

**Item.**  
**No. A 6**  
*(continued)*

provisions of the Ordinance, (and that includes the Regulations made under the Ordinance) that is not an exercise of discretion, but a performance of his statutory duty to reject those plans. He has no choice. A choice only arises if the particular developer has sought to invoke the exercise of discretion by lodging in due form an application for exemption under Section 42 of the Buildings Ordinance. The wording of that section is quite clear. "Where in the opinion of the Building Authority special circumstances render it desirable, he may on receipt of an application therefore, and upon payment of prescribed fee, permit by notice of writing in prescribed form modification of the provisions of this Ordinance." No form has been lodged, no fee has been paid, no discretion has been exercised. **10**

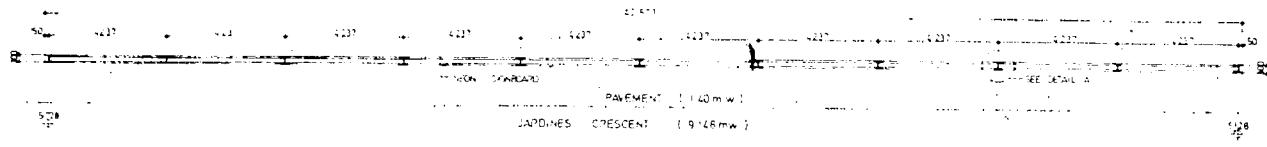
I am sorry gentlemen but you have wasted your time in coming to us. We are the wrong place to bring your grievance. You have knocked on the wrong door. Your remedies may lie elsewhere, but not here. We hold that we have no jurisdiction in this matter, and accordingly can make no ruling on the matters in issue.

Members of the Tribunal had nothing else to add.

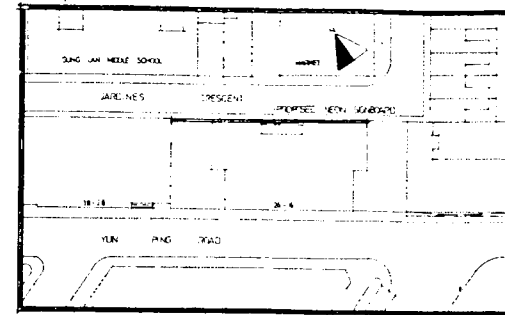


Plan of advertisement sign

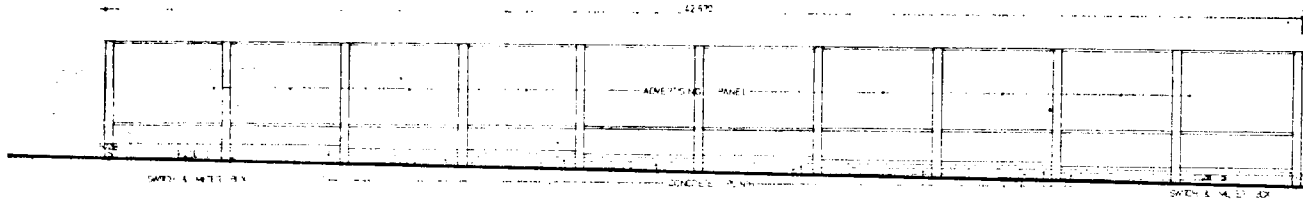
Item No. A 7



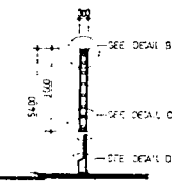
PLAN OF NEON SIGNBOARD



BLOCK PLAN SCALE 1:600



FRONT ELEVATION SCALE 1:100



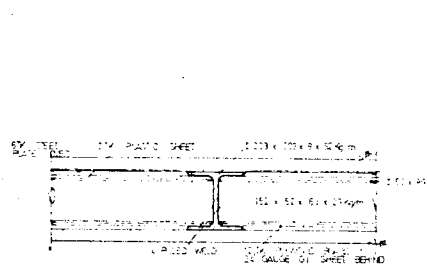
SECTION A-A

COVERAGE & PLOT RATIO CALCULATION

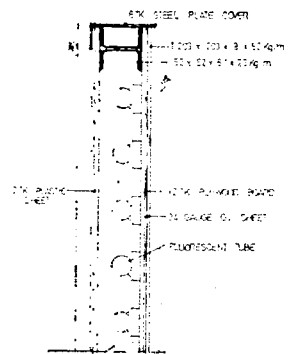
SITE AREA = 1280 m<sup>2</sup>  
 CLASS OF SITE = A  
 HEIGHT OF SIGNBOARD = 5.00 m  
 PERMITTED SITE COVERAGE OF SIGNBOARD FOR COMMERCIAL USE (NOT EXCEEDING 15m) = 100%  
 ACTUAL SITE COVERAGE OF SIGNBOARD FOR COMMERCIAL USE (NOT EXCEEDING 15m) = 280 m<sup>2</sup> / 100%  
 PERMITTED PLOT RATIO OF SIGNBOARD = 5% = 64.00 m<sup>2</sup>  
 ACTUAL PLOT RATIO OF SIGNBOARD = 1280 m<sup>2</sup> / 100% < 5% OK

STREET SHADOW AREA CALCULATION

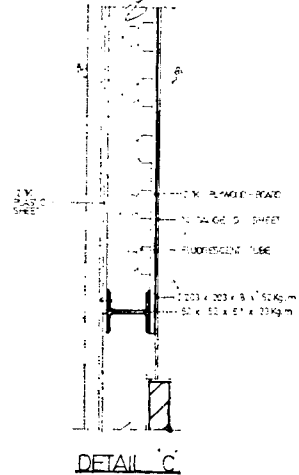
SITE FRONTAGE = 12.67 m  
 WIDTH OF STREET = 9.46 m (JARDINES CRESCENT)  
 PERMITTED STREET SHADOW AREA = 1/2 x 12.67 x 9.46 = 195.19 m<sup>2</sup>  
 ACTUAL STREET SHADOW AREA = 1/2 x 12.67 x 12.67 = 57.60 m<sup>2</sup> < 195.19 m<sup>2</sup> OK



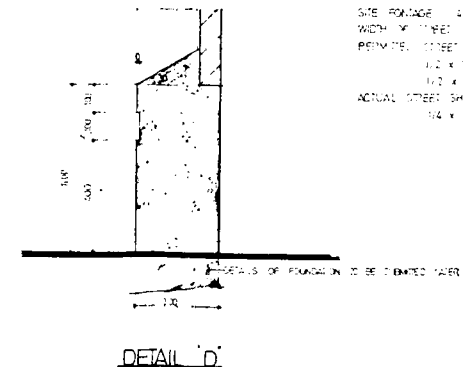
DETAIL A SCALE 1:10



DETAIL B



DETAIL C



DETAIL D

10707  
 PRO. BUILDING AUTHORITY  
 11 April 1979

NOTES: As these plans have been submitted, lined in Circular Letter No. 108, your attention is drawn to Section 4 (3) of the Ordinance providing your plans be Authorized and to Section 15 (2) of the Ordinance or any provision of the Buildings Ordinance.

PROJ. REF.	13979
PROJ. REF.	
DATE	
NOTES	
REVISIONS	
NO. NOT SCALE DRAWING CHECK ALL REQUIREMENTS ON SITE ALL RIGHTS RESERVED © SIMON SPAN & ASSOCIATES	
JOB TITLE	PROPOSED NEON SIGN-BOARD
ON 11/4/79 SEC. O.S.S.1 SEC. C.S.S.1 SEC. C.S.S.2 SEC. D.S.S.1 SEC. C.S.S.1	
JARDINES CRESCENT, HK.	
DRAWING TITLE	
SIGNATURE	DATE
SIMON S. E. SWAN B. ARCH. (HONG KONG) A. R. S. A. M. E. I. A. A. R. A. I. A. CHARTERED ARCHITECT	
REVISED AS SHOWN	PRINTED
CHECKED	DATE
DRAWN	DATE
JOB NO.	DRAWING NO.
13979	G1A
SIMON & ASSOCIATES	
新嘉坡明新建築師	

Item.  
No. A 8

Building Authority's approval for the advertisement sign  
Dated 11th April, 1980

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. 2/3009/80

To: MR. SIMON KWAN,

433, MAN YEE BUILDING,  
HONG KONG

OFFICE OF THE BUILDING AUTHORITY.

11<sup>TH</sup> APRIL, 1980

The BUILDING

(ADVERTISING SIGN)

plans attached hereto, on which I have signified my approval, are hereby approved.

(No. and Name of Street) JARDINE'S CRESCENT

on (Lot No./Permit Area No.) 1, L. 457 s. G. ss. 1, s. E. ss. 1, ss. 2, s. D. ss. 1, 3 & C. ss. 1

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.

Paul TAM  
pro. Building Authority.

**Statutory Declaration of Mr. Keith Hon Keung Lam,  
Director of Mentor Estate Limited**

---

**Item.  
No. A 9**

**Dated 30th May, 1980**

I, Keith Hon Keung Lam of 22, Tai Hang Road, 7th floor, Hong Kong, solemnly and sincerely declare as follows:—

1. I am a Director of Mentor Estate Limited (hereinafter referred to as “my Company”) and an fully authorised by my Company to make this statutory declaration.
2. My Company is a private company incorporated on 28th November 10 1978 with a nominal share capital of \$10,000 made up of \$10,000 shares of \$1 each. The two shareholders of my Company are myself and Mrs. May Lam, each owning one share.
3. Between July 1979 and November 1979, my Company acquired from Aik San Realty Limited, Tung Hing Shing Realty Limited and Yau Sun Development Limited (hereinafter referred to as the “said Companies”), a site fronting Jardine’s Crescent comprising IL457 Section C Subsection 1, Section D Subsection 1, Section E Subsection 1 & 2, and Section G Subsection 1 (hereinafter referred to as the “said site”)
4. The consideration for the acquisition of the aforesaid site was \$570,000 20 which was paid to the said companies upon execution of the three assignments which effected the transfer of the aforesaid site to my Company. This sum of \$570,000 was derived from a loan made by me to my company.
5. It has always been my Company’s intention to develop the said site into a tall advertisement sign. Jardine’s Crescent is a busy market area for dry goods (for example, clothing) and an advertising area made good commercial sense to me.
6. In about November 1979, I commissioned Mr. Simon Kwan, to be my company’s authorised person to draw up and submit plans to the Building Authority for the development of the said site into an advertisement sign. 30 It was and continues to be my company’s intention to commence building works as soon as the Building Authority approves the plans and vacant possession of the said site was obtained.
7. In April 1980, I was informed by the said Mr. Simon Kwan that plans for an advertisement sign measuring 18 feet by 140 feet have been approved by the Building Authority subject to structural matters being resolved. I

**Item.**  
**No. A 9**  
*(continued)*

understand from Mr. Simon Kwan that there are no insuperable difficulties in this respect.

8. Before plans were submitted for the said advertisement sign, Mr. Simon Kwan produced a feasibility study based on a land cost of \$570,000 (the consideration given by company here); the project should produce sufficient revenue to pay back the capital outlay as well as turning a profit. Based upon this study and my own knowledge of the potential of Jardine's Crescent for advertising, I instructed Mr. Simon Kwan to proceed with the plans.

9. It is my firm intention to continue with financing my company to complete the advertisement sign and works will be commenced as soon as vacant possession is given. I have every expectation of recouping my capital as well as turning it into a profitable venture. **10**

AND I make this solemn declaration conscientiously believing the saure to be true and by virtue of the Oaths and Declarations Ordinance.

*(Sd.)* KEITH HON KEUNG LAM

Declared at the Offices of M. K. Lam & Company 7th floor, Yip Fung Building, Hong Kong on the 30th day of May 1980.

Before me,

*(Sd.)* LEE CHI MUN PAULINA  
*Solicitor,*  
Hong Kong.

# Report of feasibility study of signboard

Item.  
No. A 10

**SIMON  
KWAN &  
ASSOCIATES** 關善明劃則師樓  
Architects, Designers & Planners

433-4 Man Yee Building, 67-71 Queen's Road C., Hong Kong. Tel. 5-262179, 5-247761 Cable: Simonates



Our Ref:

Your Ref:

### Feasibility Study of Signboard

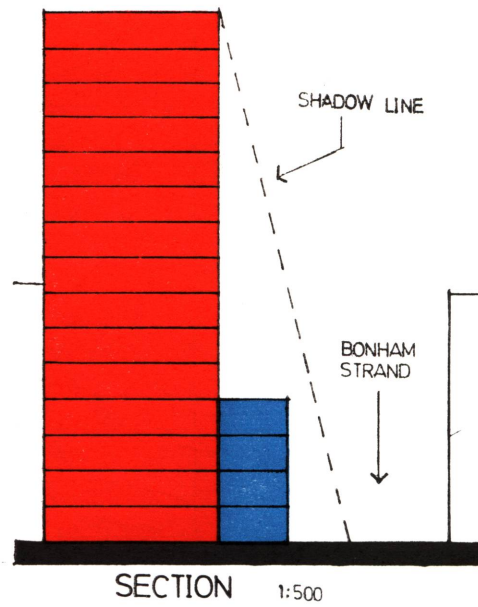
I.L. 457 s.G s.s.1; s.E s.s.1;  
s.s.2; s.D s.s.1 & s.C s.s.1

(1) Land cost .....	\$ 570,000
(2) Estimated construction cost:	
1. building work .....	\$ 50,000
2. electrical work .....	10,000
3. misc. expenses .....	30,000
	<hr/>
	: \$ 90,000
(3) Total capital cost .....	\$ 660,000
(4) Estimated income :	
1. rental income for each space (10' x 14') .....	\$ 24,000 p.a.
2. total income for 10 spaces .....	\$ 240,000 p.a.
(5) Administration cost (say 20%).....	\$ 48,000 p.a.
(6) Net income per annum .....	\$ 192,000 p.a.
(7) Percentage yield per annum .....	33.60%

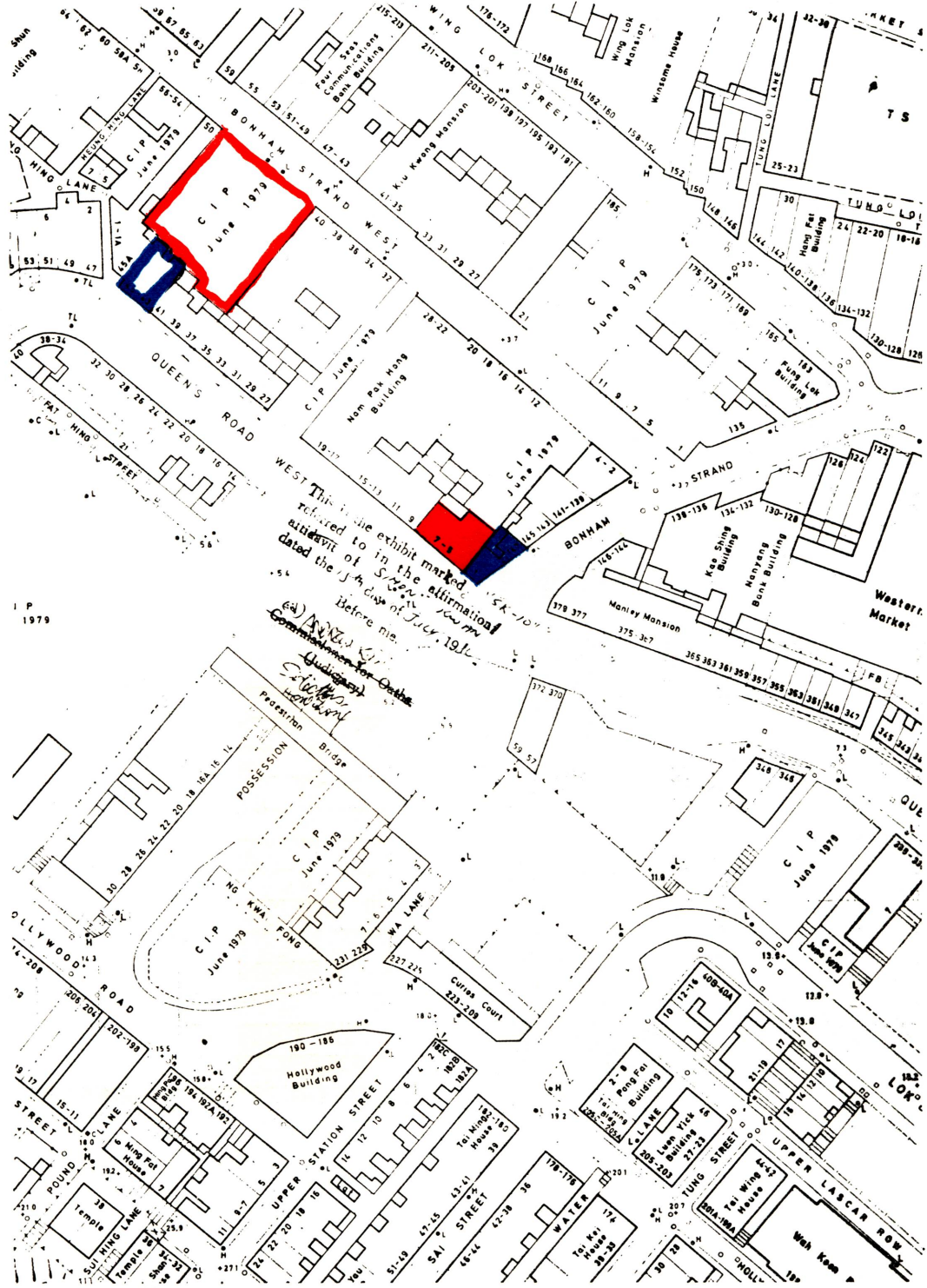
Simon Kwan B. Arch. (Hons.), R.I.B.A., M.S.I.A.D., H.K.I.A., A.R.A.I.A., Chartered Architect, Design Consultant.  
Associate: Edwin C. L. Tsang B. Arch., M. Phil., R.I.B.A., M.R.T.P.I., A.R.I.C.S., H.K.I.A., Chartered Architect, Town Planner & Surveyor,  
Project Architects: John W. T. Hul, B.A.A.S., B. Arch., H.K.I.A., R.I.B.A. Andrew T. C. Shiu: B. Arch. (McGill) A.  
Kehing Shiu: A.A. Dip. (Lond.)

Photographs and Plans showing two examples of the extensions of shadows of buildings

Item.  
No. A 11



Item.  
No. A 11  
(continued)

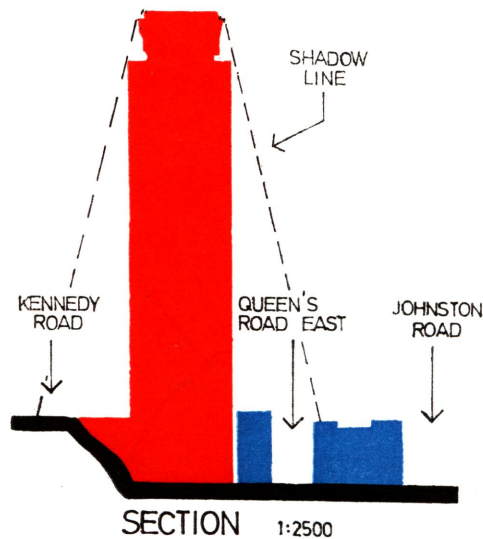


I P  
1979

This is the exhibit marked "A-11" referred to in the affirmation of *S. J. Wong* dated the 14th day of July, 1979, before me.

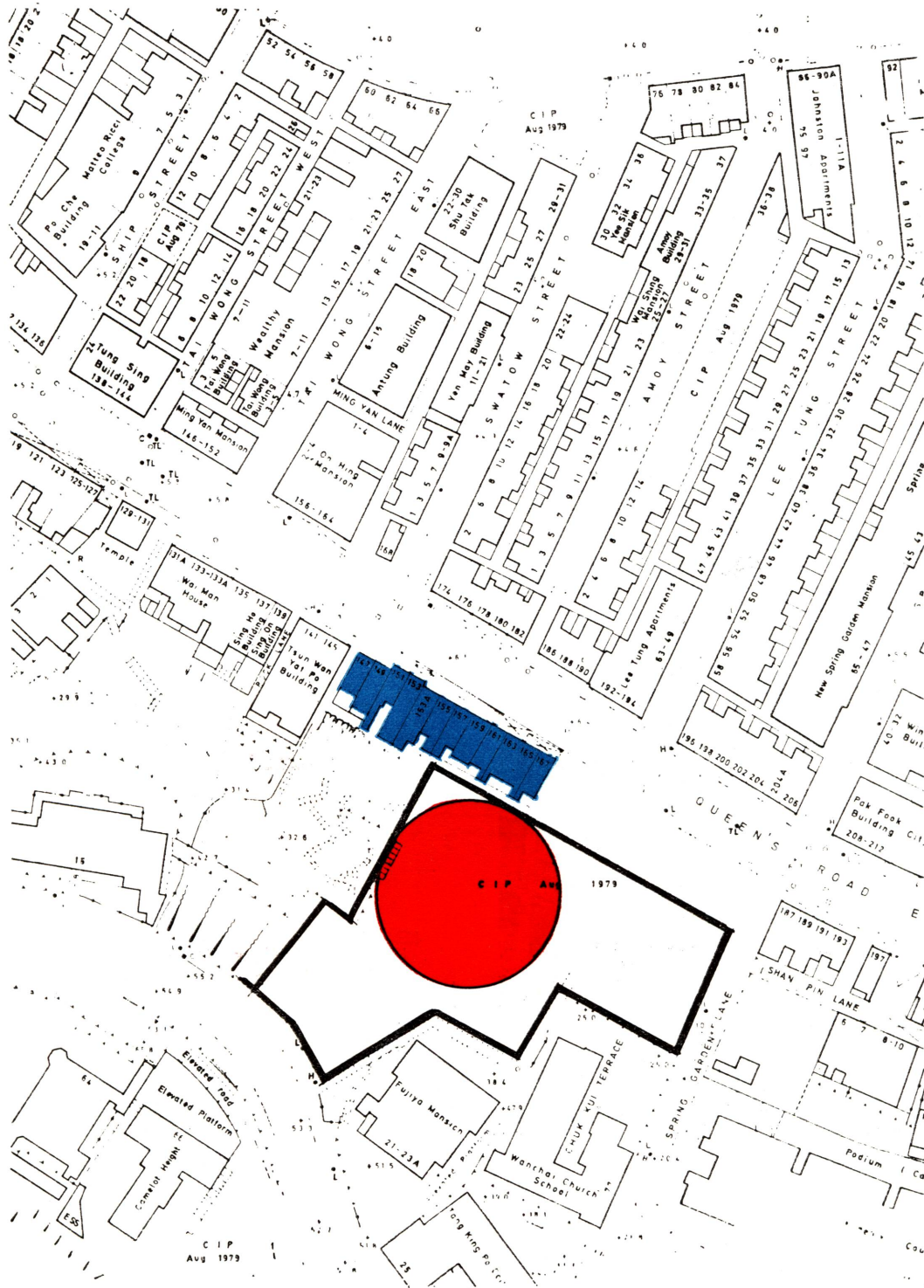
*S. J. Wong*  
Commissioner of Oaths  
*S. J. Wong*

**Item.**  
**No. A 11**  
*(continued)*





Item.  
No. A 11  
(continued)



Affirmation of Cheung Wei-dart  
Dated 14th November, 1980

Item.  
No. B 1

IN THE SUPREME COURT OF HONG KONG  
HIGH COURT  
MISCELLANEOUS PROCEEDINGS

---

IN THE MATTER of Regulation 16  
of the Building (Planning) Regulations,  
Cap. 123

and

10

IN THE MATTER of the proposed  
redevelopment of Inland Lot 457, Section  
F, and Remaining Portions of Sections  
C, D, E and G (16-26 Yun Ping Road,  
Hong Kong)

and

IN THE MATTER of the Building  
Authority's rejection of building plans  
on 25th January, 1980.

---

BETWEEN

20

AIK SAN REALTY LIMITED  
TUNG HING SHING REALTY LIMITED  
YAU SUN DEVELOPMENT COMPANY LIMITED

*Plaintiffs*

and

THE ATTORNEY GENERAL

*Defendant*

---

**AFFIRMATION**

I, Cheng Wei-dart of Hong Kong Chief Building Surveyor in the office  
of the Building Authority do solemnly sincerely and truly affirm as follows:—

1. That I have perused the affirmation of Simon Kwan filed herein and  
do not contest the matters referred to and set forth in paragraphs 1-11  
inclusive therein.

**Item.**  
**No. B 1**  
*(continued)*

2. In regard to paragraph 12, I am advised and do believe that the refusal by the Building Authority of the plans for building works was properly made pursuant to Section 16 of the Buildings Ordinance Chapter 123.

3. In regard to paragraph 13, I believe that such plans for the advertising sign were first submitted on the 27th day of December 1979 and were refused by the Building Authority on the 21st day of February 1980, and resubmitted on the 15th day of March 1980 (by application dated the 11th day of March 1980). I believe the Building Authority refused to approve structural plans submitted on behalf of Mentor Estates Limited (such refusal being dated the 2nd day of May 1980) and to my knowledge no resubmission of structural plans has been made as at the date hereof. That I am of the belief that there is doubt as to the structural feasibility of such proposal. **10**

4. In regard to paragraph 14, I believe there is a substantial connection existing between Mentor Estates Limited and the Plaintiffs herein as evidenced by the timely applications by that Company to the Building Authority, the employment of the same Solicitors, the employment of the same Authorised Person, the employment of the same Planning Consultant, the in depth knowledge of the Company's intentions as shown in the affirmation of Simon Kwan, and the attendance of Keith Lau Hon Keung at the hearing of the appeal before the Buildings Appeals Tribunal. Produced and shown to me is a true copy of a letter bearing date the 22nd day of December 1979 from LEUNG CHUN FAT to the Chief Building Surveyor wherein the proposals affecting the Plaintiffs' site and Mentor Estates Limited site are put forward on a composite basis, such letter marked "CW 1". **20**

5. In regard to paragraph 15, I believe the question of whether or not the proposal of Mentor Estates Limited is economically viable is of no bearing in this matter, in that I am advised and do believe that it is not possible to compel the Company to proceed with its proposal (even if approvals could be obtained) and that there is nothing to preclude the Plaintiffs at a later time purchasing the Company's land and hence amalgamating the same with the Plaintiffs' site. **30**

6. In regard to paragraph 16, I believe that construction of a substantial commercial building is presently continuing in Jardine's Crescent and that hawkers have not been removed from the site boundary, and that in this case, hawkers would possibly be removed during dangerous demolition works only, and thereafter be permitted to return. This I believe to be the usual policy of Urban Services. I believe Jardine's Crescent is a street heavily congested with hawkers, and is a well known bazaar, and that the public traversing the street would be precluded from seeing any such signs because of hawkers stalls and roof covers thereof. That to my knowledge based on my experience the usual policy of Urban Council as described by me is correct, and that the opinion of Simon Kwan in his affirmation is not correct. **40**

7. In regard to paragraphs 17 and 18, I believe such calculations have been made but I believe the stated basis or reasons on which the same have been made in regard to the Plaintiffs' site to be erroneous.

8. In regard to paragraphs 19, 20 and 21, I believe such described **Item.** circumstances are not relevant to this application in view *inter alia* that such **No. B 1** buildings quoted are all occupied (or can be) by people and further that the *(continued)* circumstances of each case enumerated are so different from this present case that they could not properly be said to be comparative situations.

9. In regard to paragraph 22, I believe the spirit purpose and intention of Regulation 16 is to preserve natural sunlight onto streets in Hong Kong, and that the angle of 76° was adopted by the legislature for the purpose of fixing a reference point, and produced and shown to me are true copies of **10** two solar diagrams marked "CW 2 and 3" respectively which I believe were the solar diagrams utilised by the Building Regulations Committee which committee formulated the Regulations known as regulations 17 and 17A of the 1955 version of the Buildings Planning Regulations (now in essence transformed into Regulation 16 as it now is).

10. That I believe the spirit purpose and intention of Regulation 16 would be circumvented by a device (namely the subdivision from the main site of a piece of land 13 inches wide) should the declarations sought be made.

AFFIRMED at C. D. O. }  
(CENTRAL & WESTERN) } (Sd.) CHENG WEI-DART  
this 14th day of November, 1980. }

Before me,

(Sd.) S. TANG  
*Commissioner for Oaths.*

C. D. O. (CENTRAL & WESTERN)

Item.  
No. B 2

**Letter from Mr. Leung Chun-fat, Planning Consultant  
to the Chief Building Surveyor**

---

**Dated 22nd December, 1979**

The Chief Building Surveyor (HK/E)  
The Buildings Ordinance Office,  
Murray Building, 10/F.,  
Garden Road,  
Hong Kong.

K. B. O'Sullivan  
Room 2409, Wing On Centre,  
24th floor,  
211, Des Voeux Road, Central,  
Hong Kong.

Dear Sir,

**NOS. 16-26, YUN PING ROAD, HONG KONG**

**10**

I have been appointed by the A.P.: architect, Mr. Simon Kwan, as the Planning Consultant for the above building project, which was re-submitted to your office on 28-November-1979 as a major revision (60 days) as the building proposal had been enlarged by the inclusion of Nos. 16 and 18, Yun Ping Road to Nos. 20-26 Yun Ping Road, plans for which (*i.e.* Nos. 20-26) were disapproved by your office on 17-September-1979.

I enclose herewith a copy of the letter of appointment and 2 sheets of plans; one shows a fairly large Advertisement Board and the other gives full calculations on a Notional Scheme regarding plot Ratio and Shadow Area with floor plans. I shall describe them fully on my OPINION which is also attached as a separate paper. **20**

I have studied the building proposal; in particular, the strip of private land which forms an alienation between the rear side of the proposed building and Jardine's Crescent. In your letter of 17-September-1979, shadow area calculations on Jardine's Crescent from the proposed building was required, and constituted an item of disapproval; despite the fact that the rear part of the proposed building was alienated from Jardine's Crescent by a strip of private land of some 0.3 M. in width. I do not consider it correct to require shadow area calculations in this case, and in the attached OPINION, I will give full reasons for supporting this view. **30**

I may add here that there are relatively very few sites which have frontages to a street at front and a street at rear. Such sites usually present some planning difficulties, as in most cases one of the streets is too narrow to facilitate good planning and architectural treatment. I still remember when I was in Government Service, I had to deal with an application for a re-development at Connaught Road West which was determined at 75 ft. wide and the site abutted a rear street of some 15 ft. wide, the New Market Street. I forget the number of the variations of design that the poor architect

had produced to achieve a decent office building; only to be turned down each time by me. The fatal factor was, of course, the 15 ft. wide New Market Street. At one time, a lawyer's letter was produced to suggest that the width of Connaught Road West should be determined at 1/200th of the direct distance between the shore in front of the building site to the shore on Kowloon side; or any scale the Building Authority would like to adopt; this was rejected as unnecessary as both streets, Connaught Road West and New Market Street, were wide enough that it was not necessary to invoke either Bldg. (Planning) Reg. 6 or Reg. 19. Then the architect argued that the vast openness of the harbour in front of Connaught Road West should merit a wider width to be allowed for Connaught Road West; this was refuted by the impending reclamation of that part of Connaught Road West. Then it was argued that if it were so, then Connaught Road West could only be wider than its 75 ft. width. This was unaccepted simply by the question that how did the architect know if buildings might not have been built on the reclaimed land. Then the architect produced a traffic plan from the Highways Office showing a future Connaught Road West of some 200 ft. wide; the disapproval at that time was this was only a traffic "proposal", which could not be recognized or accepted until actual work was put in hand. The plans never got approved when I left administering that area. I honestly thought I was doing my duty then, and only in the very recent years that I come to realize how cruel I had been; how difficult it would have been to produce good architecture which is in the best interest of Hong Kong as a city, and I had inflicted unintentional suffering on a fellow architect. I hope by now the plans will have been approved. However all this is by the by, and it is history now.

10

20

30

Coming back to the present building proposal, the circumstances are entirely different and there are very sound reasons and strong ground to do away with shadow area calculations on the Jardine's Crescent side. I refer your attention to the opinion enclosed and request this be given fair consideration as an informal appeal to your letter of 17-September-1979 please.

Yours faithfully,

(Sd.) LEUNG CHUN-FAT  
for LEUNG & O'SULLIVAN

Item.  
No. B 2  
(continued)

**OPINION**

**ON THE NON-APPLICABILITY OF REQUIRING  
SHADOW AREA COMPLIANCE FROM THE SIDE OF THE  
PROPOSED BUILDING AT NOS. 16-26, YUN PING ROAD,  
ONTO JARDINE'S CRESCENT.**

---

**Problem:—**

If Shadow Area consideration is required on the rear side of the Class A site building proposal at Nos. 16-26, Yun Ping Road which fronts Yun Ping Road with Jardine's Crescent at rear. The site of the proposed building at the rear is alienated from Jardine's Crescent by a strip of land of some 0.3 M. in width for almost the entire rear frontage. It is noted that in the revised scheme comprising Nos. 16-26, Yun Ping Road, (the previous scheme which was disapproved on 17-September-1979 was for Nos. 20-26, Yun Ping Road only) that:— 10

- (a) the alienation is, unlike the other cases, made out for a specific purpose, *i.e.* to provide space for a fairly large Advertisement Sign Board of some 5.4 M in height and 42.67 M in width, and the Advertisement Sign Board in itself provides a physical separation between the proposed building and Jardine's Crescent, (Please see Plan No. G1A) 20
- (b) a Notional Scheme with the main office tower block above podium level placed horizontally at centre and parallel with Yun Ping Road is submitted to substantiate the point that the obtainable plot-ratio of a non-domestic building of 15 can be achieved, and the shadow area calculations as shown prove that even if such calculations were called for on both streets, the resultant building could still be within the permissible limit but the building will have unsightly and non-architectural set-backs as only to be expected.

**Supporting Reasons:—**

**General Consideration:—**

- (i) it is a fundamental fact that the height of a building cannot be restricted by the use of Bldg. (Planning) Reg. 16 for the simple reason that set-backs have always been allowed by the Building Authority, 30
- (ii) to further substantiate point (i), the Building Authority has indeed adopted the well-known and standard policy to allow an excessive shadow area of 25% of the permissible shadow area; on the condition that a notional scheme be provided to prove that the obtainable plot-ratio will not be materially affected, and that such an 25% excess will result in a more pleasant architectural treatment of the building; *e.g.* avoiding unsightly set-backs, etc. 40

- (iii) in the present case, it is not a matter of additional shadow area, but **Item.** the building is on a site which is alienated at the rear from Jardine's **No. B 2** Crescent by a strip of private land of some 0.3 M. in width, on *(continued)* which a physical separation by an Advertisement Sign Board will be erected. In such circumstances, no problem of shadow area will even arise.

**Particular Consideration:—**

- 10 (i) In view of a physical separation in the form of an Advertisement Sign Board, in addition to a space separation, no consideration of shadow area can arise on the side of Jardine's Crescent, (Please see Plan No. G1A)
- 20 (ii) to reinforce point (i) under PARTICULAR CONSIDERATION, a Notional Scheme is also submitted to prove that even if shadow area calculations were required, a non-domestic building with the maximum plot-ratio, *i.e.* 15, is still obtainable by placing the office block horizontally across the centre as a slab block, and through the 76 degree set-backs, a non-domestic building of maximum plot-ratio can be built with shadow areas within the permissible. This Notional Scheme is therefore conclusive. (Please refer to Plan No. G2A)

Points (i) and (ii) under PARTICULAR CONSIDERATION prove the case beyond any reasonable doubt. It is therefore quite unnecessary to provide shadow area calculations on Jardine's Crescent. The Notional Scheme is conclusive; the physical separation in the form of an Advertisement Board puts the whole issue beyond dispute.

The result is a piece of good architecture, very well thought out and is neat and possesses the charm of simplicity, which will be utterly spoiled if adjustments have to be made for shadow area on Jardine's Crescent.

*(Sd.)* LEUNG CHUN-FAT

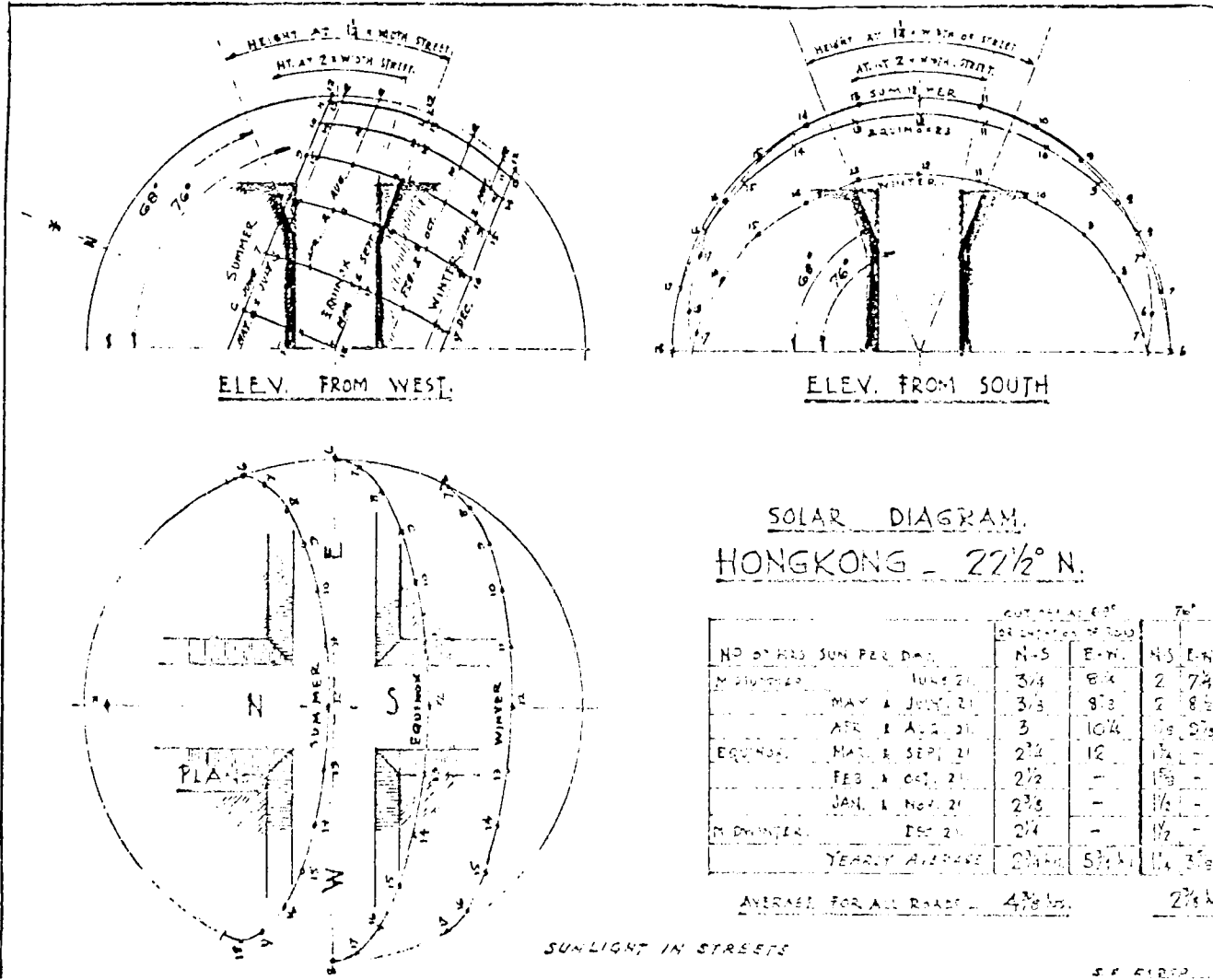
LCF/wl

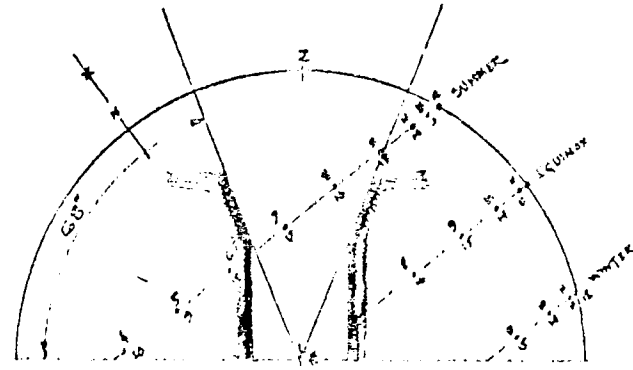
c.c. Mr. SIMON KWAN, A.P.



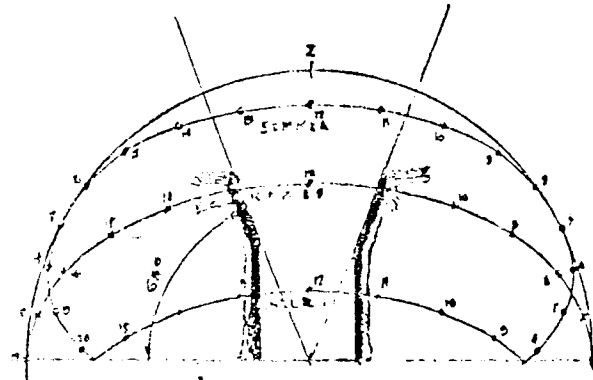
Item.  
No. B 3

Solar Diagram

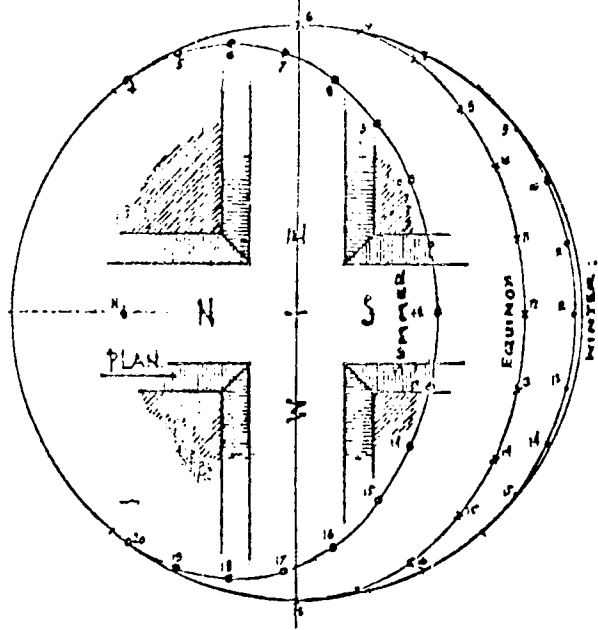




ELEV. FROM WEST.



ELEV. FROM SOUTH



SOLAR DIAGRAM.  
LONDON - 52° N.

NO. OF HRS. SUN PER DAY	CUT OFF AT 60° ORIENTATION OF ROADS.	
	N-S	E-W
MIDSUMMER. JUNE 21.	2 3/4	2 3/4
MAY 8; JULY 21	2 3/4	2
APR. 8; AUG. 21.	2 1/4	1 1/4
EQUINOX MAR. & SEPT. 21.	1 3/8	0
FEB. & OCT. 21.	1 3/8	-
JAN. & NOV. 21	1	-
MIDWINTER DEC. 21.	3/4	-
YEARLY AVERAGE.	1 3/8 hrs.	3/4 hrs.

AVERAGE FOR ALL ROADS - 1 1/8 hrs.

Item.  
No. C 1

Affirmation of Cheung Kun Hai  
Dated 27th November, 1980

IN THE SUPREME COURT OF HONG KONG  
HIGH COURT  
MISCELLANEOUS PROCEEDINGS

---

IN THE MATTER of Regulation 16  
of the Building (Planning) Regulations,  
Cap. 123

and

IN THE MATTER of the proposed **10**  
redevelopment of Inland Lot 457, Section  
F, and Remaining Portions of Sections  
C, D, E and G (16-26 Yun Ping Road,  
Hong Kong)

and

IN THE MATTER of the Building  
Authority's rejection of building plans  
on 25th January, 1980.

---

BETWEEN

AIK SAN REALTY LIMITED *Plaintiffs* **20**  
TUNG HING SHING REALTY LIMITED  
YAU SUN DEVELOPMENT COMPANY LIMITED

and

THE ATTORNEY GENERAL *Defendant*

---

**AFFIRMATION**

I, CHEUNG KUNG HAI of 97, New Henry House, 10, Ice House  
Street, Victoria, Hong Kong Merchant do solemnly sincerely and truly affirm  
as follows:—

1. I am a Director of Tung Hing Shing Realty Limited and Yau Sun  
Development Company Limited and am duly authorised by the Plaintiffs to **30**  
make this Affirmation.

2. I crave leave to refer to paras 4 and 5 of Mr. Cheng Wei-dart's Affirmation filed on 14th November, 1980. **Item. No. C 1**  
(continued)

3. There is no connection between the Mentor Estates Limited and the Plaintiffs, as will be apparent from a company search.

10 4. It is not the Plaintiffs' intention to purchase the site owned by Mentor Estate Limited mentioned in the Affirmation of Messrs. Simon Kwan and the said Cheng Wei-dart respectively. Neither is it the Plaintiffs' intention to amalgamate the Plaintiffs' site in question with the said Mentor Estate Limited's site. In fact, any amalgamation as suggested by the said Cheng Wei-dart will mean the creation of a different site and the re-submission of building plans, which course the Plaintiffs are definitely not intending or will ever intend to pursue.

5. Lastly, I do solemnly sincerely and truly affirm that the matters deposed herein are true in my own knowledge.

AFFIRMED at Rooms 2008-12 }  
Melbourne Plaza, Hong Kong this } (Sd.) CHEUNG KUNG HAI  
27th day of November, 1980. }

Before me,

(Sd.) YIP WAN TAK  
Solicitor,  
Hong Kong.

Item.  
No. D 1

Affirmation of Chung Ming Fai  
Dated 27th November, 1980

IN THE SUPREME COURT OF HONG KONG  
HIGH COURT  
MISCELLANEOUS PROCEEDINGS

---

IN THE MATTER of Regulation 16  
of the Building (Planning) Regulations,  
Cap. 123

and

IN THE MATTER of the proposed **10**  
redevelopment of Inland Lot 457, Section  
F, and Remaining Portions of Sections  
C, D, E and G (16-26 Yun Ping Road,  
Hong Kong)

and

IN THE MATTER of the Building  
Authority's rejection of building plans  
on 25th January, 1980.

---

BETWEEN

AIK SAN REALTY LIMITED *Plaintiffs* **20**  
TUNG HING SHING REALTY LIMITED  
YAU SUN DEVELOPMENT COMPANY LIMITED

and

THE ATTORNEY GENERAL *Defendant*

---

**AFFIRMATION**

I, CHUNG MING FAI of 2401-6 Melbourne Plaza, 33, Queen's Road  
Central, Victoria, Hong Kong Merchant do solemnly sincerely and truly  
affirm as follows:—

1. I am a Director of Aik San Realty Limited and Yau Sun Development  
Company Limited and am duly authorised by the Plaintiffs to make this **30**  
Affirmation.

2. I crave leave to refer to paras 4 and 5 of Mr. Cheng Wei-dart's Affirmation filed on 14th November, 1980.

**Item.  
No. D 1**  
*(continued)*

3. There is no connection between the Mentor Estates Limited and the Plaintiffs, as will be apparent from a company search.

4. It is not the Plaintiffs' intention to purchase the site owned by Mentor Estate Limited mentioned in the Affirmation of Messrs. Simon Kwan and the said Cheng Wei-dart respectively. Neither is it the Plaintiffs' intention to amalgamate the Plaintiffs' site in question with the said Mentor Estate Limited's site. In fact, any amalgamation as suggested by the said Cheng  
**10** Wei-dart will mean the creation of a different site and the re-submission of building plans, which course the Plaintiffs are definitely not intending or will ever intend to pursue.

5. Lastly, I do solemnly sincerely and truly affirm that the matters deposed herein are true in my own knowledge.

AFFIRMED at Rooms 2008-12 }  
Melbourne Plaza, Hong Kong this } (Sd.) CHUNG MING FAI  
27th day of November, 1980. }

Before me,

(Sd.) YIP WAN TAK  
*Solicitor,*  
Hong Kong.

**Item.**  
**No. E 1**

**Affirmation of Simon Kwan**  
**Dated 27th November, 1980**

**AFFIRMATION OF SIMON KWAN**

I, Simon Kwan, an Authorised Person and Chartered Architect, of 433-4 Man Yee Building, 67-71 Queen's Road, Central, Hong Kong, do solemnly, sincerely and truly affirm as follows:—

1. I make this Supplemental Affirmation with the due authorisation of the Plaintiff. The contents herein, save as otherwise indicated, are true within my own knowledge.
2. I crave leave to refer to para. 3 of the Affirmation of Mr. CHENG Wei-dart, Chief Building Surveyor, filed on the 14th day of November 1980. **10**
3. It is admitted that building plans of the advertising sign were first submitted on the 27th December 1979 and were refused by the Building Authority on the 21st day of February 1980. Produced and shown to me marked SK-11 is a true copy of a letter from the Building Authority conveying the said refusal. I respectfully draw this Honourable Court's attention to the fact that plans for the advertising sign were refused because the Building Authority required further information concerning the structural aspects of the said advertising sign. Accordingly, both building and structural plans were re-submitted to the Building Authority on the 15th day of March 1980 (by application dated the 11th day of March 1980). The Building Authority on the 11th day of April 1980, by Form 12, already produced and shown to me as SK-7 exhibited to my Affidavit of the 15th day of July 1980, approved the said building plans with the reservation that structural details would be dealt with separately. **20**
4. It is admitted that structural plans for the said advertising sign were refused on the 2nd day of May 1980. I am advised by MA Tung-po, my Structural Engineering Consultant, that the said refusal was primarily based on inadequate provision for wind stress and in his view adequate provision can indeed be made for such purpose. Produced and shown to me marked SK-12 is a true copy of a re-submission of the structural plans for the said advertising sign, in which my said Structural Consultant had made the necessary provision for wind stress as well as taking into account other minor problems raised by the Building Authority in their refusal of 2nd May 1980. My said Structural Consultant has advised me, and I verily believe the same to be true, that the said re-submitted structural plans conform to the requirements of the Building Authority and will result in a safe and stable structure. **30**
5. The new structural plans re-submitted to the Building Authority differ from the plans originally submitted in that in the old structural design, the signboard was supported mainly by 4 steel columns whereas in the now

proposed structural design, the signboard will be supported by 11 steel columns, each driven down to a depth of 5.3 meters.

**Item.**  
**No. E 1**  
*(continued)*

6. I am further advised by Mr. Au Sik-ling, Authorised Person and Registered Structural Engineer, and former Government Structural Engineer, and I believe the same to be true, that the erection of the said advertising sign based on the revised calculations and design submitted in the structural plans exhibited hereto as Sk-12 is structurally feasible, and that the supporting columns made with steel pile driven down to 5.3 meters would provide more than adequate lateral resistance to the wind force on the said structure.

10 7. In view of the fact that changes to the said advertising sign are restricted to foundation works, and there is absolutely no change in the length, width and height of the said sign, I believe that there is no need for amended building plans to be submitted.

8. And lastly, I do solemnly, sincerely and truly affirm that the contents of this Supplemental Affirmation are true as to matters within my own knowledge, and as to other matters, I believe the same to be true.

AFFIRMED at Room 2301, Lane  
Crawford House, Hong Kong, this } (Sd.) SIMON KWAN  
27th day of November, 1980. }

Before me,

(Sd.) ANDREW KAM YEE-WAI  
*Solicitors,*  
Hong Kong.



Item.  
No. E 2

Building Authority's Letter  
Dated 21st February, 1980

21st February 1980

Mr. Simon KWAN,  
433-4 Man Yee Building,  
67-71 Queen's Road C.,  
Hong Kong.

Dear Sir,

Jardine's Crescent — I.L. 457 s.G s.G ss.1 s.E' ss.1 ss.2  
s.D ss.1 & s.C ss.1

I refer to your application dated 24th December 1979 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

(Please see overleaf)

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.

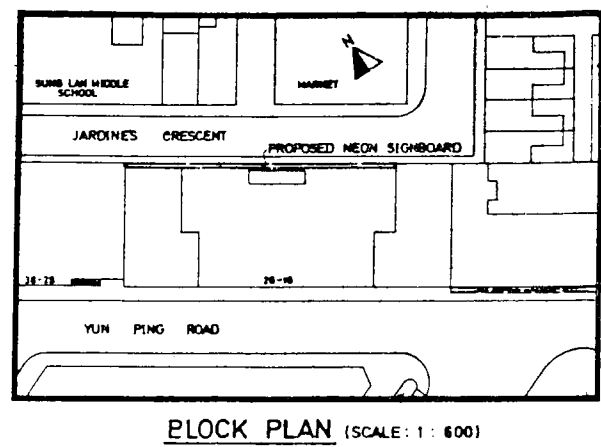
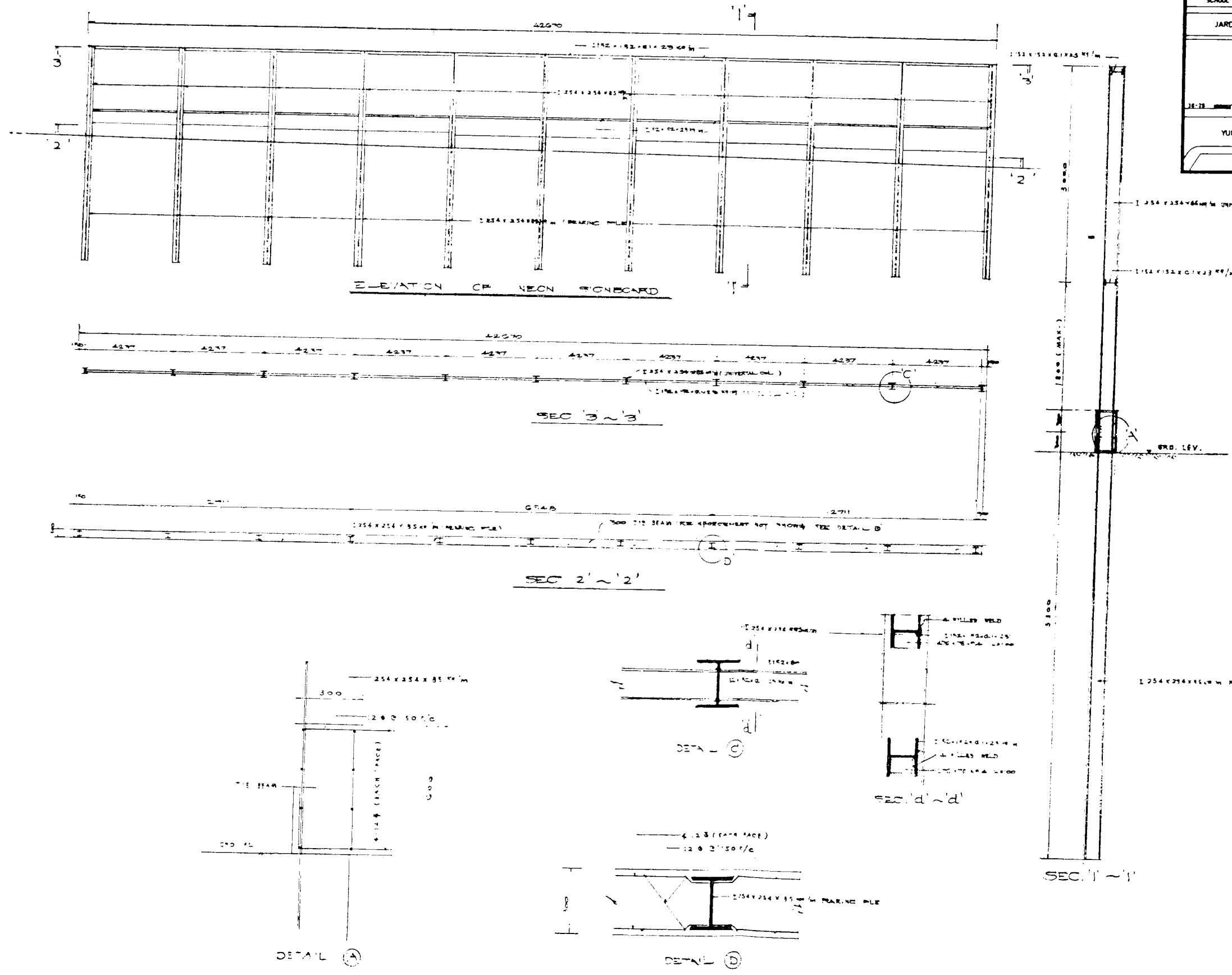
Yours faithfully,

KL/cl

(Sd.) K. K. W. LAI  
*pro Building Authority*

2. Further information in respect of foundation details to indicate that **Item.** the foundations will be independent of the building to the rear are **No. E 2** to be submitted. Buildings Ordinance Section 16(1) (i) refers. *(continued)*
5. One set of your plans is being retained for reference purposes, while the rest are returned herewith.
6. You are advised that separate structural calculations and details are required to be submitted for approval in due course.

Plan of advertising sign



E.O.D. NO. 3/7007/80	
P.A.S. REF.	
NOTES	
1.	CONCRETE MIX TO BE 1:2:4
2.	G RILEY WELD TO BE USED FOR THE JOINTS OF BEARING PILES AND COLS
3.	A RILEY WELD TO BE USED FOR JOINTS OF STEEL BEAM AND COLS
4.	WELDS TO BE DONE BY QUALIFIED WELDERS TO BE CHECKED EXTERNALLY WITH WITNESSED COMPOSITION FOR PROTECTION AGAINST CORROSION
5.	TO BE COVERED WITH TITANIUM DIOXIDE PAINTED REBS
6.	COVER 25 FOR REB JOINTS
7.	EXPOSED PORTION STRUCTURAL STEEL TO BE PAINTED WITH TWO COATS OF RED LEAD AS FOR CORROSION PROTECTION
8.	ALL STEEL COMPLYING WITH B.S. 449 GRADE S275 FOR STEEL FRAME BEARING PILE
REVISIONS	
NO.	DATE
DO NOT SCALE DRAWING. CHECK ALL MEASUREMENTS ON SITE. ALL RIGHTS RESERVED. © SIMON KWAN & ASSOCIATES	
JOB TITLE	
PROPOSED NEON SIGNBOARD ON 11, 457, 780, 851, 902, 951, 1000, 1050, 1100, 1150, 1200, 1250, 1300, 1350, 1400, 1450, 1500, 1550, 1600, 1650, 1700, 1750, 1800, 1850, 1900, 1950, 2000, 2050, 2100, 2150, 2200, 2250, 2300, 2350, 2400, 2450, 2500, 2550, 2600, 2650, 2700, 2750, 2800, 2850, 2900, 2950, 3000, 3050, 3100, 3150, 3200, 3250, 3300, 3350, 3400, 3450, 3500, 3550, 3600, 3650, 3700, 3750, 3800, 3850, 3900, 3950, 4000, 4050, 4100, 4150, 4200, 4250, 4300, 4350, 4400, 4450, 4500, 4550, 4600, 4650, 4700, 4750, 4800, 4850, 4900, 4950, 5000, 5050, 5100, 5150, 5200, 5250, 5300, 5350, 5400, 5450, 5500, 5550, 5600, 5650, 5700, 5750, 5800, 5850, 5900, 5950, 6000, 6050, 6100, 6150, 6200, 6250, 6300, 6350, 6400, 6450, 6500, 6550, 6600, 6650, 6700, 6750, 6800, 6850, 6900, 6950, 7000, 7050, 7100, 7150, 7200, 7250, 7300, 7350, 7400, 7450, 7500, 7550, 7600, 7650, 7700, 7750, 7800, 7850, 7900, 7950, 8000, 8050, 8100, 8150, 8200, 8250, 8300, 8350, 8400, 8450, 8500, 8550, 8600, 8650, 8700, 8750, 8800, 8850, 8900, 8950, 9000, 9050, 9100, 9150, 9200, 9250, 9300, 9350, 9400, 9450, 9500, 9550, 9600, 9650, 9700, 9750, 9800, 9850, 9900, 9950, 10000	
DRAWING TITLE	
SIGNATURE	
DATE	
SIMON S. M. KWAN ARCH (HONG KONG) A.R.C.E. M.S.A. A.R. A.I.A. CHARTERED ARCHITECT	
SCALE	PRINTED
CHECKED	DATE
DRAWN	DATE
JOB NO.	DRAWING NO.
M-8002	SB1/1

**Affirmation of Au Sik-ling**  
**Dated 27th November, 1980**

**Item.**  
**No. F 1**

IN THE SUPREME COURT OF HONG KONG  
HIGH COURT  
MISCELLANEOUS PROCEEDINGS

---

IN THE MATTER of Regulation 16  
of the Building (Planning) Regulations,  
Cap. 123

and

10

IN THE MATTER of the proposed  
redevelopment of Inland Lot 457, Section  
F, and Remaining Portions of Sections  
C, D, E and G (16-26 Yun Ping Road,  
Hong Kong)

and

IN THE MATTER of the Building  
Authority's rejection of building plans  
on 25th January, 1980.

---

BETWEEN

20

AIK SAN REALTY LIMITED  
TUNG HING SHING REALTY LIMITED  
YAU SUN DEVELOPMENT COMPANY LIMITED

*Plaintiffs*

and

THE ATTORNEY GENERAL

*Defendant*

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**AFFIRMATION**

I, AU SIK-LING, Registered Structural Engineer and Authorised Person, of Bernard Leung and Partners, Consulting Structural Engineers, 21st floor, Causeway Bay Commercial Building, 1-13, Sugar Street, Hong Kong, do solemnly, sincerely and truly affirm as follows:—

30

1. I am an Authorized Person, Registered Structural Engineer, Fellow of the Institute of Structural Engineer, Fellow of Hong Kong Institute of

**Item.**  
**No. F 1**  
*(continued)*

Engineers, members of the Association of Consulting Engineers of Hong Kong, member of the Disciplinary Board of Authorized Persons and Registered Structural Engineers, member of the Construction Industry Training Authority and partner of Bernard Leung & Partners, now practising at 21st floor, Causeway Bay Commercial Building, 1-13 Sugar Street, Causeway Bay, Hong Kong.

2. I have been practising as a Structural Engineer for 40 years, 26 years of which were spent as a Structural Engineer in the Buildings Ordinance Office and the Architectural Office, of the Public Works Department. I retired from Government Service on 1973, with the rank of Government Structural Engineer. I am now in private practice as indicated in Paragraph 1 hereof.

10

3. I am duly authorised by the Plaintiffs to make this Affirmation.

4. I have studied the structural plans submitted by Mr. MA Tung-po, Structural Engineer, regarding the advertising sign on I.L. 457, SEC. G. SS.1, SEC. E. SS.1, SEC. E. SS.2, SEC. D. SS1, SEC. C. SS.1, on 26th of November, 1980. In my considered opinion, I am of the view that:—

a. The erection of such Sign Board Structure is structurally feasible based on the revised structural calculation and detail provided by your Structural Engineer Mr. Ma Tung-po.

20

b. The supporting columns made with steel bearing pile driven 5.3 meter into ground would provide more than adequate lateral resistance to the wind force on the structure above.  
As a matter of fact, the wind force to such sign board is purely theoretical, as there is no shielding effect being taken into account from the adjoining structures.

AND Lastly I do solemnly, sincerely and truly affirm that the contents of this Affirmation are true as to matters within my own knowledge, and as to other matters, I believe the same to be true.

AFFIRMED at Room 2301, Lane }  
Crawford House, Hong Kong, this } (Sd.) AU SIK-LING  
27th day of November, 1980. }

Before me,

(Sd.) ANDREW KAM YEE-WAI

*Solicitors,*  
Hong Kong.

In the Privy Council

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ON APPEAL  
FROM THE COURT OF APPEAL OF HONG KONG

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BETWEEN

AIK SAN REALTY LIMITED  
TUNG HING SHING REALTY LIMITED - - *Appellants*  
YAU SUN DEVELOPMENT COMPANY LIMITED *(Plaintiffs)*

AND

ATTORNEY GENERAL - - - - - *Respondent*  
*(Defendant)*

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RECORD OF PROCEEDINGS

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**M. K. LAM & CO.**

*Solicitors for the Appellants (Plaintiffs)*

**CROWN SOLICITOR**

*Solicitors for the Respondent (Defendant)*