

IN THE PRIVY COUNCIL

ON APPEAL
FROM THE SUPREME COURT OF HONG KONG
(APPELLATE JURISDICTION)

B E T W E E N :

THE DIRECTOR OF PUBLIC WORKS
(1st Defendant)
and KWONG SIU KAU
(2nd Defendant)

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.. ..

Appellants

- and -

HO PO SANG, LEUNG TAK HING, CHAN SHUN, PANG SHIU
KAI, TSE KI BIU, CHOW CHAK CHUN, FOK WAI MAN,
CHAN HOK LIN, NGAN SHING YUEN trading as KWONG
SHING TONG, MEI LA HAIR DRESSING SALOON, CHAN WAI
SANG and LO KIN trading as HO KWONG FURNITURE &
DECORATION CO.

(1st Plaintiffs)

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CHAN YIU WING, LEUNG CHUEN KEE, LEE KI CHUNG,
LEUNG NGAI MUI, TAM CHIU, WONG CHIU TAI, WONG
WING CHEUNG, WONG YIU FONG, CHAN SHING, WONG TIM,
NG SHU SHUI, TANG HO, MAN CHI, LAM KAM HING, KWAN
KI NGONG, TSE SHEK, LI LAU, PANG YUK CHING, FUNG
KING, LEE MAN FAI, CHAN SING, FUNG CHOI, HO WAH,
AU YEUNG HOI, MAK HOI, MAK WING, MOK LAM, HO KWAI
HOI, FUNG LAM, POON KAU, FU CHEUNG KAN, CHOW SHING
KI, WONG CHING CHEUNG, HO HON NGUN, CHAN KAM CHOI,
WONG SAI, CHAN CHI KIN, TANG YAM, MUI YING HUNG
trading as HUNG SHING HO, LEUNG NGAI MI trading as
WAI KEE CIGARETTES, CHAN SAM MAN, NG CHIU KAU,
CHAN MOON, NG CHAU CHI, CHAN KI, TANG KAM CHAN and
LI KWOK CHOI

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(2nd Plaintiffs)

.. ..

Respondents

UNIVERSITY OF LONDON
W.C.I.
19 FEB 1961
INSTITUTE OF ADVANCED
LEGAL STUDIES

63692

CASE FOR THE APPELLANTS

1. This is an Appeal, by leave of that Court, from a
Judgment of the Supreme Court of Hong Kong (Appellate
Jurisdiction) of the 31st day of December 1959, allowing
an Appeal by the Respondents from a Judgment of the
Supreme Court of Hong Kong (Original Jurisdiction) of the
13th day of July 1959, which dismissed this action.

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2. The issues which arise on this Appeal are :-

(a) Was an Agreement (hereinafter called "the Agreement")
in writing dated the 7th day of June 1955 and made
between the Second Appellant (Defendant) of the one
part and the First Appellant (Defendant) of the other
part for the grant by the Governor of Hong Kong to
the Second Appellant of a New Crown Lease of the
premises known as Nos. 230, 232, 234 and 236 Temple

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Street (hereinafter called "the premises") valid and effective as between the parties thereto at least to the extent to which there was thereby imposed upon the Second Appellant an obligation to re-develop the same? and

(b) Had the Second Appellant (Defendant) an accrued right to possession of Nos. 230, 232, 234 and 236 Temple Street as against the First Respondents (Plaintiffs) the tenants thereof and the Second Respondents (Plaintiffs) the sub-tenants thereof under the provisions of the Landlord & Tenant Ordinance as amended by Ordinance No. 22 of 1953 and Ordinance No. 11 of 1954 prior to the repeal of the relevant provisions thereof by the Landlord & Tenant (Amendment) Ordinance No. 14 of 1957 on the 9th day of April 1957, which would survive such repeal in consequence of the provisions of Section 10 of the Interpretation Ordinance ?

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3. The facts have never been in dispute and the following summary thereof is taken substantially from the Judgment of the President in the Supreme Court of Hong Kong (Appellate Jurisdiction).

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4. The Second Appellant (Defendant) originally held the premises under a Crown Lease which expired on the 24th day of December 1951. The First Respondents (Plaintiffs) are his tenants: the Second Respondents are the sub-tenants of the First Respondent.

5. On the 9th day of April 1950 the Second Appellant applied for a renewal of his Crown Lease. By the Agreement made under hand between the Second Appellant of the one part and the First Appellant on behalf of the Governor of the other part, it was agreed that the Second Appellant should surrender the premises and should be entitled to a Lease of the New lot therein described (which New lot includes the premises) subject to and on the terms and conditions therein contained. Condition 1 of the General Conditions provided that the Second Appellant should surrender the old lot to the Crown at his expense when required. No such surrender was in fact made. Condition 2 provided that the Second Appellant should pay to the Government of Hong Kong the sum of \$70,800 premium for the grant of the new Crown Lease. Condition 3 provided that rent for the new lot was payable half yearly and to commence from the date of the Agreement. Condition 4(a) stipulated that provided that the Second Appellant complied with all the conditions, he would be entitled to a Lease of the new lot for

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a term of 150 years from the 25th day of December 1876. Condition 4(c) provided that pending the grant of such new Lease the tenancy of the new lot should be subject to and contain all exceptions reservations covenants clauses and conditions as were contained in the existing Lease under which the same was held as thereby varied modified or extended.

6. Condition 6(a) of the Agreement provided as follows :-

10 "The Lessee of the lot shall develop the same by the erection thereon of the buildings specified in /a certain condition/ such buildings to be completed before the expiration of 24 calendar months from the date hereof and shall expend thereon a sum of not less than \$200,000"

and Condition 6(b) thereof as follows :-

20 "Provided always that the fulfilment by the lessee of his obligations under the Conditions shall be deemed to be a condition precedent to the grant or continuance of tenancy hereunder and in the event of any default by the lessee in complying therewith such default shall be deemed to be a continuing breach ... "

7. After the signature of the Agreement the Second Appellant paid to the Crown the increased rent due under the Agreement, and also annual instalments towards the premium payable.

30 8. At the date of the Agreement, as an exception from the general law under which possession of controlled premises could be obtained by a landlord (if at all) upon payment of compensation to the tenants and sub-tenants thereof, the following provisions of the Landlord and Tenant Ordinance (Cap. 255) as amended by Ordinance No. 22 of 1953 and Ordinance No. 11 of 1954 were in force namely :-

40 3A(1) Whenever any person becomes liable to the Crown under a building covenant compliance wherewith involves the demolition of premises subject to this Ordinance of which premises such person is in law or equity the lessee of the Crown, vacant possession of such premises shall, subject to the provisions of this section and of sections 3B, 3C, 3D and 3E, be recoverable by such Lessee upon the expiration of two months from the giving of a certificate by the

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Director of Public Works (in this Ordinance referred to as a re-building certificate) that in the opinion of the Director of Public Works it is reasonable that such building covenant should be complied with and that such person should be given vacant possession of the premises.

- (2) After due consideration of an application for a re-building certificate, the Director of Public Works shall deliver written notice to the applicant of his intention either to give or not to give such certificate. 10
- (3) No re-building certificate shall be given until the applicant has proved to the satisfaction of the Director of Public Works that he has complied with section 3B, nor until after the time for any appeal provided for by that section has expired nor; in the event of any such appeal being made, until it has been determined. 20
- (4) This section shall apply notwithstanding any agreement or condition that the Crown lease will not be granted until the building covenant which would bring subsection (1) into operation has been fulfilled.
- 3B(1) Where, pursuant to the provisions of subsection (2) of section 3A, the Director of Public Works gives notice of his intention to grant a re-building certificate, the applicant may, within three weeks after receipt of such notice, serve in manner specified in section 32 notice in the prescribed form upon each tenant in occupation of the premises to which his application relates of the intention of the Director of Public Works to give a re-building certificate. 30
- (2) Any such tenant may, within three weeks after service upon him of such notice, appeal by way of petition to the Governor in Council against the proposal of the Director of Public Works to give a re-building certificate, and any tenant so appealing shall, within the said period, serve upon the applicant a copy of his petition. 40
- (3) Any applicant for a re-building certificate who is served with a copy of a petition

pursuant to the provisions of subsection (2) may, within fourteen days after such service, present a cross-petition to the Governor in Council, and in such event shall serve a copy of such cross-petition upon the tenant who has so appealed.

10 3D(2) No person lodging a petition or cross-petition as aforesaid shall be entitled to appear before the Governor in Council but every petition and cross-petition lodged in due time shall be taken into consideration by the Governor in Council who may direct that a re-building certificate be given or be not given as he may think fit in his absolute discretion.

(3) The decision of the Governor in Council shall be final.

20 3E(1) Within one month after the giving of a re-building certificate by the Director of Public Works, it shall be lawful for the lessee, notwithstanding any contractual tenancy, to serve in manner specified in section 32 a notice in the prescribed form calling upon all persons in occupation of the premises peaceably to quit the same on or before the expiration of the prescribed period of two months from the giving of the said certificate: Provided that where a new contractual tenancy exists in respect of which the period of notice to be given exceeds one month the prescribed period of two months shall be extended if necessary to enable notice in the prescribed form to operate as a notice to quit under the contractual tenancy, which such notice shall in such case be deemed to be.

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40 (2) Upon the expiration of the prescribed period the person who is in law or in equity the lessee of the Crown shall be entitled to vacant possession of the premises to which the re-building certificate relates in like manner and with the like remedies as if an order for possession thereof had been made under section 18, and the provisions of section 24 shall apply upon production of the re-building certificate and of a statutory declaration that the provisions of subsection (1) have been complied with, in like manner as they apply upon production of a copy of an order of a tribunal under Section 24.

9. Pursuant to the foregoing provisions, on the 11th day of June 1956 the Second Appellant applied to the

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First Appellant for a Rebuilding Certificate; and on the 20th day of July 1956 the First Appellant pursuant to the said Section 3(A)(2) duly notified the Second Appellant of his intention to give such a Certificate.

10. After receipt of the letter of the 20th day of July 1956, the provisions of the said Section 3B were complied with: the Respondents appealed by Petition to the Governor in Council, and there was a cross-petition from the Second Appellant. These Petitions and Cross-Petition were not determined by the Governor in Council until a considerable time after April 1957. In the meantime the Landlord and Tenant (Amendment) Ordinance No. 14 of 1957 was enacted, repealing the provisions of Sections 3A to 3E inclusive of the principal Ordinance as from the 9th day of April 1957.

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p.70

11. On the 20th day of March 1957 the first Appellant sent to the second Appellant's Solicitors a letter stating that the Government was prepared to grant the second Appellant an extension of time in which to fulfil his said building covenant up to the 28th day of June 1958.

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p.71

12. The Governor in Council having considered the Petitions, directed that the Rebuilding Certificate be given, and on the 12th day of October 1957 the First Appellant issued a Rebuilding Certificate to the Second Appellant certifying that it was reasonable that the said Building Covenant should be complied with and that the Second Appellant should be given vacant possession of the premises.

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13. Thereupon the Second Appellant served notice to quit on all his tenants under the repealed Section 3(E)(1) of the Landlord and Tenant Ordinance.

14. The present action was accordingly commenced on the 10th day of December 1957 by the First and Second Respondents claiming the following relief, namely :-

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"(a) A declaration that on the 12th October 1957, the 1st Defendant was no longer empowered to issue a re-building certificate as aforesaid.

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(b) Alternatively, a declaration that at no material time was the procedure under Sections 3A, B, C and D of the Ordinance

applicable to the premises the subject matter of this Action.

- (c) An Order that the 1st Defendant do withdraw the said certificate.
- (d) An injunction against the 2nd Defendant to restrain him from acting on the said certificate or any certificate purporting to be a re-building certificate and issued by the 1st Defendant after the 9th day of April 1957.
- (e) A declaration that the premises the subject matter of this action remain controlled under the Landlord and Tenant Ordinance Cap. 255.
- (f) A further injunction to restrain the 2nd Defendant from proceeding in the manner prescribed by section 3E of the Landlord and Tenant Ordinance (now repealed).
- (g) A declaration that the certificate issued by the 1st Defendant on or about the 12th October 1957 is null and void and an Order for its destruction.
- (h) A declaration that in the alternative the 2nd Plaintiffs are protected from ejection under the terms of the Landlord and Tenant Ordinance and have become direct Tenants of the 2nd Defendant by virtue of Section 23 thereof."

15. The submissions on behalf of the Respondents (Plaintiffs) were as follows :-

- (1) That the Agreement was a "disposition of land" within the meaning of Article XIII of the Letters Patent, and it was accordingly void as not having been executed by the Governor:
- (2) That the obligation thereby imposed on the Second Appellant was not a "covenant" within the meaning of Section 3A of the Landlord and Tenant Ordinance, and further that it was inoperative at the time when the rebuilding certificate was issued:
- (3) That the mere application of the Second Appellant for a building certificate did not create an "acquired or accrued right" within the meaning of the Interpretation Ordinance which provides inter alia as follows :-

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" The Repeal of any enactment shall not :-

(b) affect the previous operation of any enactment so repealed or anything duly done or suffered under any enactment so repealed: or

(c) affect any right privilege obligation or liability acquired accrued or incurred under any enactment so repealed:

(e) affect any investigation, legal proceeding or remedy in respect of any such right." 10

(4) That the repeal of Sections 3A - 3E of the Landlord and Tenant Ordinance with effect from the 9th day of April 1957 rendered the re-building certificate void:

(5) That even assuming an acquired or accrued right, the provisions of Section 3E(2) of the Landlord and Tenant Ordinance were subject to those of Section 23 of the Ordinance under which an order for ejection does not operate automatically as an order for the ejection of any sub-tenants, so that the Second Respondents were now immediate tenants of the Second Appellant. 20

16. The submissions on behalf of the Appellants (Defendants) were as follows :-

(1) That the Agreement was not a disposition of land within the meaning of the said Article XIII, but was only a mere agreement for a lease which would only become a disposition (if at all) when the Lessee had established a right to specific performance: alternatively, that the obligation to redevelop was in any event valid and attached to the yearly tenancy established by possession and payment of rent. Alternatively that the provisions of Article XIII do not require that the Governor shall personally execute every preliminary agreement relating to Crown land in the Colony of Hong Kong, but merely that he should retain the necessary ultimate control. In the further alternative, that the Crown had ratified the Agreement by accepting and collecting the rent and other payments due thereunder. 30 40

(2) That on the true construction of Section 3A

of the Landlord and Tenant Ordinance the word "covenant" means or includes an agreement whether under seal or not:

10 (3) That the application by the Second Appellant for a Rebuilding Certificate did create a contingent right namely the right to secure vacant possession of the premises which was in existence on the 9th day of April 1957 which entitled him to continue to invoke the provisions of the relevant sections of the Landlord and Tenant Ordinance.

(4) That accordingly the repeal of Sections 3A - 3E of the Landlord and Tenant Ordinance did not affect the right of the Second Appellant to continue to invoke such provisions.

20 (5) That the provisions of Section 3A of the Landlord and Tenant Ordinance contemplated that the developer would be entitled to such possession as would enable him to carry out the development contemplated, namely vacant possession of the whole, whether as against the head or any sub-lessees.

18. The Supreme Court of Hong Kong (Mr. Justice J. R. Gregg) by its Judgment of the 13th day of July 1959 found in favour of the Appellants and dismissed the action. The learned Judge dealt with the Respondents' argument (under the same reference numbers as in paragraph 16 hereof) as follows :- pp.13-21

30 " As regards point 1, I am satisfied having regard to the wording of Article 13 of the Letters Patent that the agreement for lease (Exh.A), while it confers an equitable interest upon the 2nd Defendant, is not technically an express "grant or disposition" of land as is contemplated by Article 13 of the Letters Patent. In my view, Exh. A is rather in the nature of a binding preliminary agreement for a lease of Crown land which gives no right of assignment, and is one which may be lawfully executed by any duly authorised agent of the Governor in that behalf e.g. the Director of Public Works. That being so, it does not, as does a formal grant or disposition of Crown land, require to be signed by the Governor himself under the Public Seal of the Colony. p.18. 1.14

40 As regards point 2, I am of the opinion, having regard to the context, that the rebuilding condition in clause 6 of Exh. A is a p.18. 1.30

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"covenant" for the purposes of section 3A. Accordingly "covenant" as used in section 3A, includes "condition" or "agreement" and need not be under seal. I am also of the opinion that the period of 24 calendar months stipulated in clause 6 of Exh. A was, by the letter (Exh. D) dated March 20, 1957 extended to the 28th of June 1958. This letter (Exh. D) was signed ostensibly for the person then performing the functions of Director of Public Works; and must, in my opinion, be allowed to operate, at least in equity, in favour of the 2nd Defendant.

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p.18. 1.44

As regards point 3, I am of the opinion that if by operation of sub-section 10(b) of the Interpretation Ordinance the repeal of any enactment shall not affect anything duly done, under the enactment repealed, then the application for a re-building certificate made by the 2nd defendant under section 3A(1) must remain a valid application, entitling the 2nd defendant to have his application determined in accordance with the repealed provisions of sections 3A - 3E inclusive. The said application also, amounts, in my view, to an acquired right under sub-section 10(c) of the Interpretation Ordinance; especially as the Director of Public Works had issued the prescribed "notice of intention" (Exh. C2) to give the 2nd defendant a re-building certificate. Accordingly I hold that the defendant had acquired a right to have his claim for vacant possession determined in accordance with the repealed section 3A - 3E of the Landlord and Tenant Ordinance.

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p.19. 1.16

With regard to point 4, it must, in my view, follow that if the 2nd defendant has acquired a right - as I have held he has - to have his application determined in accordance with the repealed provisions of section 3A - 3E inclusive, then, on the determination of that application or claim in his favour by the Governor in Council, it was in order for the Director of Public Works to issue him with the re-building certificate dated October 12, 1957: and accordingly I hold that this certificate is valid.

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p.20. 1.31

With regard to point 5, I am of the opinion that the order for "possession" under

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10 section 18 referred to in section 3E of the Landlord and Tenant Ordinance can only mean, having regard to the wording of section 3E and to that of the preceding section 3A, an order for vacant possession, which must mean an order ejecting all tenants including sub-tenants. Thus, it must be assumed that the situation contemplated by section 3E(2) is one in which an order for vacant possession has been made, by the Tenancy Tribunal, or, in other words, is one in which the Tenancy Tribunal has made an order for ejectment expressly directing (as it can do under s.23) that its ejectment order shall apply to sub-tenants as well as to principal tenants. In my view this is the only way in which the "vacant possession" contemplated by sections 3A and 3E can have any meaning."

20 19. From this Judgment the Respondent appealed to the Supreme Court of Hong Kong (Appellate Division) (Blair-Kerr and Mills Owens JJ) who delivered their Judgments allowing the appeal on the 31st day of December 1959.

30 20. Mr. Justice Blair-Kerr after setting out the facts substantially as stated in paragraphs 4 to 13 hereof, and listing the contentions of the Respondents, proceeded first to deal with their submission numbered 5 in paragraph 15 hereof, which he rejected on the short ground that "if the expression 'vacant possession' as used throughout these sections were not to mean that all persons on the premises vacated those premises, it would render the sections completely nugatory."

pp.23-45

21. The learned Judge then proceeded to deal with the question whether the Second Appellant had an "accrued right" on the 9th day of April 1957, and after a review of the authorities bearing on the question which had been cited to the Court he concluded as follows :-

40 "Sections 3A-E of the Landlord & Tenant Ordinance have to be read together. No particular right, defeasible by the Governor in Council's direction under section 3D(2), is conferred by section 3A(1) alone. The mere existence of the building covenant gives the lessee no more than a privilege to apply under the procedure set out in sections 3A-E. The Interpretation Ordinance does not preserve such

p.44. l.17

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"rights" to apply because there is nothing to be preserved after the appeal. Nor do I accept the submission that once this procedure was started by the application for a rebuilding certificate, the applicant had a "right" to have the procedure continued after the appeal.

The matter can be stated very simply thus :-
If the stage had been reached when notice to quit had been served on the tenants prior to the repeal, the 2nd respondent would undoubtedly in my opinion, have had an accrued right to vacant possession. If the Rebuilding Certificate had been issued prior to the repeal, even although no notice to quit had been served, it might also have been urged that the 2nd respondent had a vested right which should be preserved. But the mere application on his part for a rebuilding certificate and the expression of intention on the part of the 1st respondent that he intended to issue a certificate, taken by themselves, in my view, created no right or liability on any person."

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p.45. 1.29

22. In view of his conclusion on this point the learned Judge did not separately consider the question whether the Agreement was "a disposition of land", but concurred in the views expressed by Mills-Owens J. thereon.

pp.46-59

23. Mr. Justice Mills-Owens concurred with the Judgment of Mr. Justice Blair-Kerr on all points. On the question of "accrued rights" he formulated his opinion as follows :-

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" It is apparent ... that any notice given by the Director under Section 3A(2) was, essentially, in the nature of an originating process, giving rise to no rights or obligations per se."

and he further proceeded to consider the matter from the point of view of the tenants as follows :-

p.48. 1.7

" This leads to a consideration of the matter of 'vested rights' from the point of view of the tenants. Might it not be argued that they had acquired a 'status of irremovability' under the Ordinance which remained inviolate until, at least, the actual issue of a rebuilding certificate; that thus it was they, not the landlord, who had a vested right? Could it then be said their status became forfeit by

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by reason of the application for a certificate?
In my view the tenants had acquired and
remained entitled to vested rights in the sense
just propounded; when the sections were repealed
the whole substratum of the application dis-
appeared, and, inevitably the application with
its possible consequences vanished simultaneously."

10 24. Mr. Justice Mills-Owens further dealt with the
question whether the Agreement was a "disposition of
land" as follows :-

20 " On this aspect of the case it would therefore
be my view that the Agreement Exhibit A was a
purported "disposition" within the meaning of
Article XIII of the Letters Patent, a disposition
which as I have indicated above, it was not
competent for the Director of Public Works to
enter into on behalf of the Governor in the
absence of enabling legislation, and accordingly
that the second respondent was not, by virtue of
the Agreement, a lessee in equity bound by the
building covenant." p.58. 1.25

25. In accordance with this reasoning the Supreme
Court of Hong Kong (Appellate Division) allowed the
appeal and granted the Respondents the relief which
they sought in the action.

26. From this Judgment of the Supreme Court of Hong
Kong (Appellate Division) this appeal is proferred,
final leave to do so having been granted by that
Court on the 17th day of March 1960.

30 27. It is submitted on behalf of the Appellants that
the submissions made by them to the Supreme Court of
Hong Kong and repeated before the Appellate Division
thereof as set out in paragraph 16 hereof are correct
in law, and they therefore humbly submit that this
Appeal should be allowed and the Judgment of the
Supreme Court of Hong Kong (Original Jurisdiction)
restored for the following among other

R E A S O N S

40 (1) BECAUSE this Agreement being merely an agreement
for a lease was not a "disposition of land" within
the meaning of Article XIII of the Letters Patent
and thus did not require execution by the Governor
of Hong Kong.

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- (2) BECAUSE the Agreement being merely an agreement for a lease would not become a disposition of land until the Lessee had established his right to specific performance thereof.
- (3) BECAUSE even if the Agreement was originally not binding upon the Crown by virtue of the provisions of the said Article XIII the same has been ratified by the Crown by reason of the acceptance and collection of rent and other monies due under the provisions thereof. 10
- (4) BECAUSE even if the Agreement was void as a disposition of land the obligation to re-develop thereby imposed was valid and attached to the yearly tenancy of the premises in favour of the Second Appellant established by possession and the payment of rent.
- (5) BECAUSE on the 9th day of April, 1957, the Second Appellant had in the events which had happened an accrued right to have his application for a rebuilding certificate determined in accordance with the provisions of the Sections 3A to 3E of the Landlord and Tenant Ordinance and also an accrued right to vacant possession of the demised premises in certain events which happened. 20
- (6) BECAUSE such accrued rights survived the repeal of those sections of the Landlord and Tenant Ordinance by the Landlord and Tenant (Amendment) Ordinance No. 14 of 1957 with effect from the 9th day of April, 1957, by virtue of the provisions of Section 10 of the Interpretation Ordinance. 30
- (7) BECAUSE the provisions of Section 3A of the Landlord and Tenant Ordinance contemplate that the developer is to be entitled to vacant possession of the whole of the premises to which the rebuilding certificate relates.
- (8) BECAUSE for the reasons therein given the Judgment of the Supreme Court of Hong Kong (Original Jurisdiction) was correct and ought to be affirmed. 40
- (9) BECAUSE (except as to the true interpretation of the words "vacant possession" in Section 3A of the Landlord and Tenant Ordinance) the Judgment of the Supreme Court of Hong Kong (Appellate Jurisdiction) is wrong and ought to be set aside.

R. O. WILBERFORCE
RAYMOND WALTON.

IN THE PRIVY COUNCIL

O N A P P E A L
FROM THE SUPREME COURT OF HONG KONG
(APPELLATE JURISDICTION)

B E T W E E N :

DIRECTOR OF PUBLIC WORKS
(1st Defendant) 1st Appellant

KWONG SIU KAU
(2nd Defendant) 2nd Appellant

- and -

HO PO SANG & OTHERS
(1st Plaintiffs) 1st Respondents

CHAN YIU WING & OTHERS
(2nd Plaintiffs) 2nd Respondents

CASE FOR THE APPELLANTS

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Solicitors for the Appellants.