

Claim nature:
A. Non-monetary Claim only
B. Land

HCMP No. 1271 of 2012

IN THE HIGH COURT OF THE  
HONG KONG SPECIAL ADMINISTRATIVE REGION  
COURT OF FIRST INSTANCE  
MISCELLANEOUS PROCEEDINGS NO. 1271 OF 2012

IN THE MATTER OF all the property situated at the Ground Floor of 1 Queen's Road,  
Central, Hong Kong

AND

IN THE MATTER OF ORDER 113 of the Rules of the High Court (Cap. 4A)  
BETWEEN



THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED Plaintiff

and

THE OCCUPIERS OF THE GROUND FLOOR OF 1<sup>st</sup> Defendants  
1 QUEEN'S ROAD CENTRAL, HONG KONG whose names are not known

WONG CHUNG HANG 2<sup>nd</sup> Defendant

HO YIU SHING (何耀勝) 3<sup>rd</sup> Defendant

MUI KAI MING 4<sup>th</sup> Defendant

**ORIGINATING SUMMONS FOR POSSESSION**

To WONG CHUNG HANG, HO YIU SHING (何耀勝), MUI KAI MING and every other person in occupation of the Ground Floor of 1 Queen's Road, Central, Hong Kong.

Let all persons concerned attend before Master K. Lo at the High Court of Hong Kong, No. 38 Queensway, Hong Kong, on Monday, the 16<sup>th</sup> day of July 2012 at 9:30 o'clock in the fore noon on the hearing of an application by The Hongkong and Shanghai Banking Corporation Limited for an Order that:

1. The Plaintiff does recover possession of the Ground Floor of 1 Queen's Road, Central, Hong Kong by a time on a date to be specified by the Court on the ground that it is entitled to possession and that the persons in occupation are in occupation without licence or consent.
2. The Plaintiff be permitted to effect service on the Defendants by making the Originating Summons, supporting affidavit and exhibit available for inspection on the ground floor reception area of 1 Queen's Road Central on Mondays to Fridays from 9am to 5pm until the return date of this Originating Summons. Persons may inspect and take copies of the documents for service only upon production of a Hong Kong Identity Card to the Plaintiff.
3. The Plaintiff shall make the arrangements for service in Paragraph 2 above known to the Defendants by way of posting notices on the Property.
4. The Plaintiff be at liberty to recover possession at a time outside of regular office hours.

Dated the 22<sup>nd</sup> day of June 2012

Registrar

This Summons was taken out by Messrs. Clifford Chance of 28<sup>th</sup> Floor, Jardine House, 1 Connaught Place, Central, Hong Kong, solicitors for the Plaintiff whose registered office is situated at 1 Queen's Road, Central, Hong Kong.

*Clifford Chance*

Note : Any person occupying the premises may apply to the Court personally or by counsel or solicitor to be joined as a defendant. If a person occupying the premises does not attend personally or by counsel or solicitor at the time and place above-mentioned, such order will be made as the Court may think just and expedient.

*Estimated time: 15 minutes*

**Note:**

This is a legal document. The consequences of ignoring it may be serious. If in doubt, you should enquire as soon as possible at the Registry of the Court issuing the document, namely (High Court) LG 1, High Court Building, No. 38 Queensway, Hong Kong. You should also consider taking the advice of a Solicitor or applying for Legal Aid.

**(注意)**

因這是法律文件，忽視它可帶來嚴重的後果。如有疑問，請盡早向發出文件的法庭登記處（高等法院）香港金鐘道三十八號高等法院大樓低層一樓查詢。你亦應考慮聽取律師的意見或是申請法律援助。

表格 11A

就管有而發出的原訴傳票

(第 113 號命令第 2 條規則)

二〇.....年案件第.....宗

香港特別行政區  
高等法院  
原訟法庭

高院雜項案件 20 年第 號

(有關.....事宜)

A.B. 原告人

及

C.D. 姓名或名稱已知的被告人(如有的話)

致 [C.D. 及 ] 佔用 ..... 的 [ 其他 ] 每一人。  
所有有關各方均須於 20.....年.....月.....日星期.....上 / 下午.....時.....分  
到香港.....原訟法庭.....席前，出席就 A.B. 要求作出  
命令讓他收回.....的管有的申請所進行的聆訊，而 A.B. 提出申請的理  
由是他有權管有而佔用的人是未經特許或同意而佔用該處所的。  
日 期 : 20..... 年 ..... 月 ..... 日

本傳票是由代表上述原告人.....的高偉紳律師行取得，其地址為：  
香港中環康樂廣場 1 號，怡和大廈 29 樓。而該原告人的地址則如上述（或凡原告人是  
親自起訴者。本傳票是由居於上述地址（或按具體情況填寫）的上述原告人取得，及  
（如原告人並非居於本司法管轄權範圍內）其送達地址  
為 .....  
.....  
.....）。

備註：— 任何現正佔用該處所的人，均可親自或由大律師或律師代表向法庭申請加入  
成為被告人。如現正佔用該處所的人不在上述時間地點親自或由大律師或律師代表出  
席，法庭會按其認為公正及合宜的方式作出命令。

二〇.....年案件第.....宗

香港特別行政區

高等法院

原訟法庭

高院雜項案件 20 年 第 號

(有關.....事宜)

原告人

及

被告人

---

原訴傳票

---

發出日期: 年 月 日

送交存檔日期: 年 月 日

原告人代表律師  
高偉紳律師行  
香港中環康樂廣場一號  
怡和大廈 29 樓

電話: 2825 8888

傳真: 2825 8800

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IN THE MATTER OF ORDER 113 of the Rules of the  
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BETWEEN

THE HONGKONG AND SHANGHAI                      Plaintiff  
BANKING CORPORATION LIMITED

and

THE OCCUPIERS OF THE GROUND FLOOR OF 1 QUEEN'S ROAD CENTRAL HONG KONG	1 <sup>st</sup> Defendants whose names are not known
WONG CHUNG HANG	2 <sup>nd</sup> Defendant
HO YIU SHING (何耀勝)	3 <sup>rd</sup> Defendant
MUI KAI MING	4 <sup>th</sup> Defendant

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ORIGINATING SUMMONS FOR POSSESSION

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Dated the 22<sup>nd</sup> day of June 2012

Filed the 22<sup>nd</sup> day of June 2012

Clifford Chance  
Solicitors for the Plaintiff  
28<sup>th</sup> Floor, Jardine House  
1 Connaught Place  
Central  
Hong Kong  
Tel: 2825 8888 Fax: 2825 8800  
MDXR.10-40510146.LC.JWQ

- (i) Applicants
- (ii) Mark Ivan Boyne
- (iii) First
- (iv) 22 June 2012
- (v) MIB-1

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BETWEEN

THE HONGKONG AND SHANGHAI BANKING  
CORPORATION LIMITED

Plaintiff

and

THE OCCUPIERS OF THE GROUND FLOOR OF  
1 QUEEN'S ROAD CENTRAL, HONG KONG

1<sup>st</sup> Defendants  
whose names  
are not known

WONG CHUNG HANG

2<sup>nd</sup> Defendant

HO YIU SHING (何耀勝)

3<sup>rd</sup> Defendant

MUI KAI MING

4<sup>th</sup> Defendant

"EXHIBIT MIB-1"

This is the exhibit marked "MIB-1" referred to in the affidavit of Mark Ivan Boyne sworn on the  
22<sup>nd</sup> day of June 2012.

	Date	Description	Pages
1.	23 November 1938	Copy of Lease of Inland Lot No. 3566	1-8
2.	1 May 1857	Copy of Lease of Marine Lot No. 104	9-12

	<b>Date</b>	<b>Description</b>	<b>Pages</b>
3.	4 January 1983	Copy of Deed of Dedication	13-21
4.	19 December 1985	Copy of Assignment	22-25
5.	5 December 2006	Copy of Deed of Variation of Dedication	26-31
6.	Undated	Photographs of the Occupy Central Movement on the Property	32-33
7.	Undated	Photograph of Left 21 banner on the Property	34
8.	Undated	Photographs of FM101 member and equipment on the Property	35-36
9.	31 May 2012	Extract from the website of the Occupy Central Movement	37
10.	Undated	Copy of a letter from Ho Yiu Shing (何耀勝) to the Plaintiff (with English translation)	38-47
11.	Undated	Photograph of banners erected by the Mui Protestors on the Property	48
12.	Undated	Photograph of Mui Kai Ming erecting protest banner on the Property	49
13.	Undated	Photograph of protest banners erected by the Structured Products Protestors on the Property	50
14.	Undated	Photograph of sign denoting beginning of the occupation as 15 October 2011	51
15.	11 May 2012	Map depicting extent of occupation of the Property	52
16.	15 October 2011 to 20 June 2012	Collection of photographs of the occupation taken daily by the Plaintiff	53-74
17.	Undated	Assorted photographs depicting the nature of the occupation	75-81
18.	24 October 2011	Sample of accounts of daily activities of the Occupy Central Movement posted by the Defendants on the internet	82-100



	<b>Date</b>	<b>Description</b>	<b>Pages</b>
19.	16 December 2012	Photographs of a movie screening hosted by the Defendants on the Property	101-102
20.	26 February 2012	Copy of advertisement for music and art fair on the Property	103
21.	31 December 2011	Copy of advertisement for a general assembly on the Property	104
22.	19 February 2012	Copy of advertisement for lessons at the Free School	105
23.	27 May 2012	Extract from website of the Lehman Brothers Victims Alliance calling for a public rally on the Property (with English translation)	106-107
24.	6 June 2012	Photographs of a public rally on the Property in relation to the Structured Products Protestors	108-110
25.	16 December 2011	Copy of email from EC Harris to the Plaintiff	111
26.	23 November 2011	Copy of internal email of EC Harris	112
27.	16 May 2012	Copy of email from EC Harris to the Plaintiff	113
28.	Undated	Copy of Plaintiff's notice concerning cancellation of the 2011 Halloween Charity Parade	114
29.	22 June 2012	List of events held on the Property in recent years, and events proposed to be held on the Property in the near future	115-116
30.	Undated	Photograph of one of the unsafe structures blown over by winds	117
31.	18 April 2012	Copy of Plaintiff's notice concerning unsafe structures	118
32.	Undated	Photograph of notice placed on unsafe structure	119

	<b>Date</b>	<b>Description</b>	<b>Pages</b>
33.	Undated	Copy of Plaintiff's notice concerning removal of unsafe structure	120
34.	27 October 2011	Copy of letter from EC Harris to all HSBC Main Building Users	121
35.	29 May 2012	Summary note of meeting between the Plaintiff and the Defendants	122-124
36.	21 June 2012	Declaration posted on the Facebook website of the Occupy Central Movement (with English translation of the substantive portion).	125-136

Before me



Solicitor, Hong Kong SAR

John Malcolm Hickin  
Mayer Brown JSM  
Solicitor, Hong Kong SAR



(i) Applicants  
(ii) Mark Ivan Boyne  
(iii) First  
(iv) 22 June 2012  
(v) MIB-1

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Plaintiff

and

THE OCCUPIERS OF THE GROUND FLOOR OF  
1 QUEEN'S ROAD CENTRAL, HONG KONG

1<sup>st</sup> Defendants  
whose names  
are not known

WONG CHUNG HANG

2<sup>nd</sup> Defendant

HO YIU SHING (何耀勝)

3<sup>rd</sup> Defendant

MUI KAI MING

4<sup>th</sup> Defendant

---

**AFFIDAVIT OF MARK IVAN BOYNE**

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I, Mark Ivan Boyne, of the HSBC Main Building, 1 Queen's Road, Central, Hong Kong, do  
solemnly and sincerely affirm as follows:

1. I am the Chief Operating Officer Hong Kong for the Plaintiff, and am duly authorised  
by the Plaintiff to make this Affidavit on its behalf.

2. The facts and matters deposed herein are either within my personal knowledge as the Chief Operating Officer and are true or, where derived from investigation of the affairs, books, documents and records of the Plaintiff identified herein, are true to the best of my knowledge, information and belief.
3. There is produced and shown to me marked "MIB-1" a bundle of documents to which I refer to in this Affidavit.

#### **The Property**

4. The Plaintiff is the registered owner of ALL THOSE pieces or parcels of ground registered in the Land Registry as INLAND LOT NO. 3566 and MARINE LOT NO. 104 (the "Lots") held under the lease of Inland Lot No. 3566 dated 23 November 1938 and the lease of Marine Lot No. 104 dated 1 May 1857 respectively and registered in the Land Registry by Memorial No. 2405321. Copies of these leases are at pages 1 to 12 of Exhibit MIB-1.
5. By a Deed of Dedication dated 4 January 1983 and registered in the Land Registry by Memorial No. 2405322 (the "Deed"), 1 Queen's Road Central Limited (the then owner and a related company of the Plaintiff) with the consent of the Government of Hong Kong dedicated part of the Ground Floor of No. 1 Queen's Road, Central, Hong Kong for the purposes of public pedestrian passage on the terms and conditions contained in the Deed. A copy of the Deed is at page 13 of Exhibit MIB-1.
6. By an Assignment dated 19 December 1985 and registered in the Land Registry by Memorial No. UB2985499, the Lots together with the messuages, erections and buildings thereon known as No. 1 Queen's Road Central was assigned to the Plaintiff subject to the Deed. A copy of this Assignment is at page 22 of Exhibit MIB-1.
7. By a Deed of Variation of Dedication dated 5 December 2006 and registered in the Land Registry by Memorial No. 06122700340016, the boundaries of the dedicated area were changed in order to accommodate the construction of a new lift lobby enclosure (the "Property"). A copy of this Deed of Variation of Dedication is at page 26 of Exhibit MIB-1. A map outlining the boundaries of the Property is annexed to the Deed of Variation of Dedication, and produced at page 30 of Exhibit MIB-1.

#### **The Plaintiff's duties in respect of the Property**

8. The Plaintiff is subject to obligations under the Deed concerning the ongoing management and maintenance of the Property.
9. Clause 1 of the Deed dedicates the Property "for the purposes of public pedestrian passage for the period during which the Building shall be situated on the Property upon and subject to the terms and conditions herein contained."
10. Sub clause 2(v) of the Deed requires the Plaintiff to keep the Property "in a clean and tidy construction and free from any obstruction".

11. Sub clause 2(viii) of the Deed states: "The right of pedestrian passage as aforesaid may be partially restricted (with temporary cordons) between the hours of 2 a.m. to 6 a.m. in each day (or during such other hours as may be approved in writing for the time being and from time to time by the Building Authority) for the purposes of daily maintenance and the cleaning and/or repair of the surface of the Dedicated Area (*i.e. the Property as referred to in paragraph 7 of this Affidavit*). In this respect through passage must be maintained over at least half the Dedicated Area at all times".
12. Sub clause 2(ix) of the Deed states: "Subject to the prior written approval of the Building Authority, the Owner (*i.e. the Plaintiff*) may be permitted to place temporary structures on the Dedicated Area from time to time for the purpose of temporary exhibitions and displays provided that the same shall not impede the general right of pedestrian passage as aforesaid".
13. Clause 4 of the Deed states that "the Dedicated Area is and shall remain the property of the Owner and shall subject to the terms hereof continue to be subject to and have the benefit of all the covenants, terms and conditions of the Crown Grant".

#### The Defendants

14. The Defendants are various groups of people currently encamped on and otherwise occupying the Property without the licence or consent of the Plaintiff.
15. As far as the Plaintiff is aware, the Defendants consist of a number of different groups including:
  - (a) A group popularly known as "Occupy Central" or "Occupy Hong Kong" (the "Occupy Central Movement"). The Plaintiff understands that this group was established following a similar movement which began in New York and has spread to a number of cities around the world. This group also includes a number of political interest groups known as "Left 21" and "FM101" along with their respective supporters.
    - (i) Photographs and an extract from the website of the Occupy Central Movement evidencing the occupation of the Property are produced at pages 32 to 37 of Exhibit MIB-1.
    - (ii) The Plaintiff has identified Wong Chung Hang as one of the members of the Occupy Central Movement and have named him as the 2<sup>nd</sup> Defendant in this Application. As far as the Plaintiff is aware, Mr Wong has occupied the Property on a regular basis since mid-April 2012.
    - (iii) The Plaintiff has also identified Ho Yiu Shing (何耀勝) as one of the members of the Occupy Central Movement and have named him as the 3<sup>rd</sup> Defendant in this Application. Mr Ho presently occupies an area adjacent to the automated teller machines on the Property, where

he has placed a large amount of furniture and personal possessions. Mr Ho has also written a rather disjointed letter to the Plaintiff, in which he holds himself out to be the person in charge of the Occupy Central Movement. Regardless, despite further interaction with Mr Ho (generally discussed in paragraphs 30 to 35 below) the Plaintiff is unclear as to his motives for joining the occupation. A copy of the letter from Mr Ho to the Plaintiff is produced at pages 38 to 47 of Exhibit MIB-1.

- (b) Persons carrying on demonstrations in relation to the estate of the late Ms Mui Yim Fong, who was a singer and celebrity in Hong Kong in her lifetime (the "Mui Protestors"). In this connection, HSBC International Trustee Ltd (which is an associated group company of the Plaintiff) is the sole executor and trustee named in the Will of Mui Yim Fong dated 3<sup>rd</sup> December 2003 (the "Will") (the force and validity of which has been conclusively pronounced by the Court), as well as the trustee of the Karen Trust which is the sole devisee named in the Will.
  - (i) Photographs evidencing the Mui Protestors' occupation of the Property are produced at pages 48 to 49 of Exhibit MIB-1.
  - (ii) The Plaintiff has identified Mui Kai Ming, the elder brother of the late Mui Yim Fong, as one of the Mui Protestors and has named him as the 4<sup>th</sup> Defendant in this Application.
- (c) Persons generally demonstrating in relation to the selling of Lehman related structured financial products in Hong Kong (the "Structured Products Protestors"). The Plaintiff notes that it has never been a distributor of these products. The protest banners erected by this group appear to target banks generally, not only the Plaintiff. A photograph of some of the Structured Products Protestors' banners on the Property is at page 50 of Exhibit MIB-1.

16. The Plaintiff has observed that the individuals comprising the Defendants have changed from time to time throughout the occupation. Therefore while many of the Defendants can be classified in general groups, the individual Defendants encamped on the Property today are not necessarily the same individuals who were present at the beginning of the occupation.

#### The occupation of the Property

17. The Defendants have been encamped on the Property since 15 October 2011 – approximately 8 months to date. The Defendants have posted a sign noting the date at which they began the occupation, a photograph of which is at page 51 of Exhibit MIB-1.

18. Since the Occupy Central Movement entered the Property on 15 October 2011, all of the groups of Defendants mentioned above have taken to entering the Property in the course of their demonstrations. Prior to 15 October 2011, the Mui Protestors and the Structured Products Protestors largely confined any occupation of the Property to during daylight hours, vacating the Property in the evenings.
19. At first, a single encampment which made up the occupation was situated around the centre of the Property. This encampment has since multiplied and spread over time, and now encompasses several corner areas of the Property. A map outlining the extent of the occupation is at page 52 of Exhibit MIB-1.
20. The Defendants have acted consistent with long term habitation of the Property. In the course of their occupation, the Defendants have:
  - (a) erected tents in which some of the Defendants sleep overnight and store personal belongings, banners and signage;
  - (b) erected banners on the Property;
  - (c) set up a cooking station stocked with cooking utensils, fresh and tinned food, etc.;
  - (d) set up a roaster and gas stove for cooking and in one instance lit an open fire on the Property;
  - (e) set up a generator on the Property to provide electrical power;
  - (f) set up a small library and a number of sitting areas which include tables, chairs and a number of lounges;
  - (g) set aside an area for hanging their washing;
  - (h) posted messages from the public on display boards;
  - (i) used several parts of the Property to store banners, signage and other assorted items such as clothing, musical instruments and a bicycle;
  - (j) set up a donation box asking members of the public for support; and
  - (k) demarked some of their areas of occupation with lines of prayer flags.
21. To assist the Court, the Plaintiff produces:-
  - (a) a broad pictorial record of the occupation consisting of photographs taken daily by the Plaintiff's security personnel from the beginning of the occupation until 20 June 2012 is produced at page 53 of Exhibit MIB-1; and



- (b) assorted photographs depicting the nature of the occupation as described in paragraph 19 above are produced from pages 75 to 81 of Exhibit MIB-1. These photographs were taken at various stages over the course of the occupation.
22. In addition to continual habitation on the Property by some of the Defendants, the Plaintiff has also observed Defendants:
- (a) posting accounts of their daily activities on the internet;
  - (b) holding small musical concerts, movie nights and in one instance an art fair on the Property; and
  - (c) providing free lessons – named "Free School" - on the Property to the public on recreational activities including yoga and tai chi (including setting up a whiteboard on the Property advertising the timeslots at which the lessons are going to be held).

Samples of selected accounts of daily activities, and advertisements for some of these events are produced at pages 82 to 105 of Exhibit MIB-1

23. The Defendants have also been using the Property to host a number of public meetings and rallies which disturb the area. In a recent example, on 6 June 2012 some of the Structured Products Protestors identifying themselves as the "Lehman Brothers Victims Alliance" held a public rally on the Property. The public rally was called in response to the Hong Kong Legislative Council Subcommittee to Study Issues Arising from Lehman-related Minibonds and Structured Financial Products, which tabled its final report at a meeting of the Legislative Council on the same day. A notice posted on the website of the Lehman Brothers Victims Alliance calling for the public rally (with an attached English translation) is at page 106 of Exhibit MIB-1. Photographs of the rally on the Property are produced at page 108 of Exhibit MIB-1.
24. Officers from the Hong Kong Police Force have provided supervision over the Property since the beginning of the occupation.
25. The Hong Kong Food and Environmental Hygiene Department and the Hong Kong Fire Services Department have also conducted onsite inspections of the Property.
26. At the time at which this application is made, it appears to the Plaintiff that the publicity generated by the various Defendants is generally on the wane. Perhaps as a consequence, the number of Defendants permanently occupying the Property seems to have dwindled. However, there still remains on the Property a vast assortment of items which have not been removed during the course of the occupation.

Concerns held by the Plaintiff in relation to the occupation

27. The occupation has caused difficulties for the Plaintiff in performing its obligations under the Deed in respect of the Property:

- (a) The Plaintiff has been unable to provide regular maintenance and cleaning of the plaza and typhoon shutter on the Property despite rights and obligations placed upon it under sub clauses 2(v) and 2(viii) of the Deed. This has resulted in damage to the Property, including staining of the granite tiles that make up the area of occupation. Details of the damage and disrupted maintenance schedules are at pages 111 to 113 of Exhibit MIB-1.
- (b) The Plaintiff has not been in a position to allow the use of the Property for temporary public exhibitions as contemplated in Sub clause 2(ix) of the Deed.
  - (i) For example, the Halloween Charity Parade in aid of the Hong Kong Cancer Fund, held annually since 2008 and expected to be held again on 29 October 2011, was cancelled mainly on account of the obstruction caused by the Defendants. A notice posted by the Plaintiff on the Property informing passersby of the cancellation is at page 114 of Exhibit MIB-1.
  - (ii) A list detailing events usually held on the Property, and events in which the Plaintiff is currently in negotiation to hold on the Property is at page 115 of Exhibit MIB-1.

28. The occupation continues to pose a number of safety issues of which the Plaintiff has limited control, necessitating that the Plaintiff take extra steps that would otherwise not have been required but for the Defendants:

- (a) Loose debris such as rubbish and rolling bottles, etc. may cause injury, as may cooking on open and gas fires on the Property, which also raise the fire risk.
- (b) As the occupation continues the hygiene situation is deteriorating will likely continue to deteriorate.
- (c) The Plaintiff has noticed that the encampments on the Property are now attracting homeless and otherwise vulnerable people, some of whom have now joined in the occupation.
- (d) Members of the public using the automated teller machines on the Property or otherwise passing through in the evenings may be made to feel uncomfortable or unduly wary because of the encampments.

- (e) Unsafe temporary structures erected by the Defendants present a safety risk which the Plaintiff cannot immediately remedy.
- (i) In one incident, high winds on 16 April 2012 caused a metal scaffolding erected by the Defendants to blow over. Fortunately no injuries were sustained. The Plaintiff eventually removed the unsafe structure when the Defendants failed to do so. At the same time the Plaintiff also placed written notices on similar unsafe structures, and eventually removed them from the Property. After removal, the Plaintiff then put in place of the structures written notices informing the Defendants of the reasons for the removal, and that they can be returned on request. Despite the Plaintiff's notices, the Defendants have not collected these items from the Plaintiff. Photographs of some of the unsafe structures, and the various written notices issued by the Plaintiff can be found at pages 117 to 120 of Exhibit MIB-1.
- (ii) On 12 June 2012, high winds caused a banner belonging to the Mui Protestors - which was held up by long metal poles in large planters of cement - to blow over and collapse. No injuries were sustained. Out of concern for general passersby, the Plaintiff removed the collapsed long metal poles which held up the banner.
- (f) The Plaintiff postponed a full evacuation drill on 27 October 2011 due to concerns over the safety of staff and customers carrying out the drill. The Plaintiff subsequently held a successful fire drill on 12 January 2012, but had to take extra steps in order to prevent the participants of the drill from moving through the occupied area. A letter explaining the cancellation of the 27 October 2011 drill and the reasons for it is at page 121 of Exhibit MIB-1.
- (g) Additional security is needed by the Plaintiff in order appropriately to monitor the Property and its occupants. Most recently, the Plaintiff was informed late in the evening on 17 May 2012 by the Commercial Crime Bureau of the Hong Kong Police Force that a suspect in a police investigation may enter the Property. A short while later, the Plaintiff observed the individual in question enter the Property and spend time with the various Defendants on site. The Plaintiff's security guards reported the situation to the Police, who arrested the individual. Events such as this heighten the Plaintiff's concerns that as a result of the occupation, the Property is now facilitating both the gathering of people unconnected with the original intention behind the occupation, and the possible commission of illegal acts. The Plaintiff has incurred significant costs in maintaining the additional security presence since October 2011.

Occupation not authorised by the Plaintiff

29. The Plaintiff has never granted a licence or consented to allow the Defendants to occupy the Property.
30. Since the beginning of the occupation the Plaintiff has made various attempts to establish a constructive dialogue with the Defendants, at times with the assistance of the Hong Kong Police.
31. In these early dealings, each of the various groups of Defendants adopted a relatively collective decision-making process, allowing constructive dialogue to take place between the parties. This facilitated the removal of the unsafe structures and debris, limited cleaning and maintenance of parts of the Property and the relocation of some Defendants to other parts of the Property to allow greater thoroughfare through the area.
32. However as of December 2011, the Plaintiff has observed that some the Defendants (especially the Occupy Central Movement) have become increasingly disparate with no centralised leadership. The Plaintiff understands that in one instance, a dispute between some of the Defendants led to one of the Defendants becoming estranged from the rest, and moving his encampment to another part of the Property. Any discussions with one group or another may not hold for all the Defendants.
33. On 29 May 2012, the Plaintiff met with the available Defendants who were occupying the Property at the time. The purpose of the meeting was to communicate to those present the Plaintiff's rights and obligations in respect of the Property, that the Defendants should therefore vacate the area, and that the Plaintiff is willing to assist them in this process.
34. As a result of the meeting with those Defendants present, the Plaintiff has learned that:
  - (a) the Defendants remain decentralised, leaderless and uncoordinated;
  - (b) the Defendants remain generally unwilling to vacate the Property;
  - (c) members of the "Occupy Central" movement in their previous meetings resolved that they would not hold any discussion with the Bank;
  - (d) the Defendants do not accept that the Property is the private property of the Plaintiff; and
  - (e) even if the Plaintiff's request to leave was to be considered, a general meeting of the Defendants would have to be called and the decision-making process could take weeks or even months. One of the Defendants stated that such a meeting of the Defendants could consist of up to a thousand people congregating on the Property.

A summary note of the meeting prepared by the Plaintiff is at page 122 of Exhibit MIB-1.

35. In response to the meeting, the Occupy Central Movement posted a declaration on its Facebook website which:
- (a) declares that the members of the Occupy Central Movement will not voluntarily vacate the Property, nor do they have any intention of doing so;
  - (b) reiterates the Occupy Central Movement's general call for the wider public to join the occupation of the Property; and
  - (c) states that the Defendants will attempt to resume occupying the Property even if the Plaintiff successfully removes them.

A copy of the declaration, along with an English translation of its substantive portions, is at pages 125 to 136 of Exhibit MIB-1.

36. At the time this application is made, the Plaintiff notes that similar "Occupy" movements have recently been evicted from their encampments in Finsbury Square and outside St Paul's Cathedral in London.

#### **This Application**

37. For reasons set out above, I am advised and verily believe that the Defendants are currently trespassing on the Property by their continued occupation thereon.
38. Notwithstanding the reasons expressed by the various Defendants to explain the occupation, the Plaintiff is the owner of the Property and must fulfil obligations in respect of it under the Deed. The current state of the occupation presents a number of difficulties for the Plaintiff in carrying out these obligations and raises a number of safety concerns. The Plaintiff must therefore ask the Court for relief.
39. The Plaintiff does not know the full name of any other persons occupying the Property or part thereof who are not named in the Originating Summons filed herein and the circumstances beyond those that have been described herein in which the Property or part thereof has been occupied without licence or consent.
40. The length of the originating summons and its supporting documents, along with the transient nature of some of the Defendants presents the Plaintiff with difficulties in effecting service on the Defendants in this manner prescribed in Order 113 Rules 1 and 2 of the Rules of the High Court (Cap. 4A) ("RHC"). The Plaintiff therefore seeks the Court's consent pursuant to RHC Order 113 Rule 1(c) to serve the Defendants by the following method:
- (a) the Plaintiff will make the Originating Summons, this affidavit and its supporting exhibit available for inspection on the ground floor reception area

of 1 Queen's Road Central on Mondays to Fridays from 9am to 5pm until the return date for the Originating Summons. Persons may inspect and take copies of the documents for service only upon production of a Hong Kong Identity Card to the Plaintiff.

(b) the Plaintiff will post signs on the Property alerting the Defendants to the arrangement in (a) above.

41. The Plaintiff also seeks the court's permission to have the option of removing the Defendants at a time outside of office hours. The Plaintiff intends to work with the Bailiff's Office properly to resolve the situation and remove any occupiers on the property during regular hours where possible. However, the Plaintiff also has concerns about the potential disruption and risk (if there were to be a violent reaction by any Defendant(s)) to the public and negative publicity resulting from the process of removal during working hours and seeks the court's permission to adopt a more flexible approach.

42. I respectfully ask the Court to make orders in terms of the Originating Summons.

SWORN at LEVEL 10, 1 )  
QUEEN'S ROAD CENTRAL, ) M Lyan  
HONG KONG )  
on 22<sup>nd</sup> day of June 2012  
Before me:-

Solicitor, HKSAR



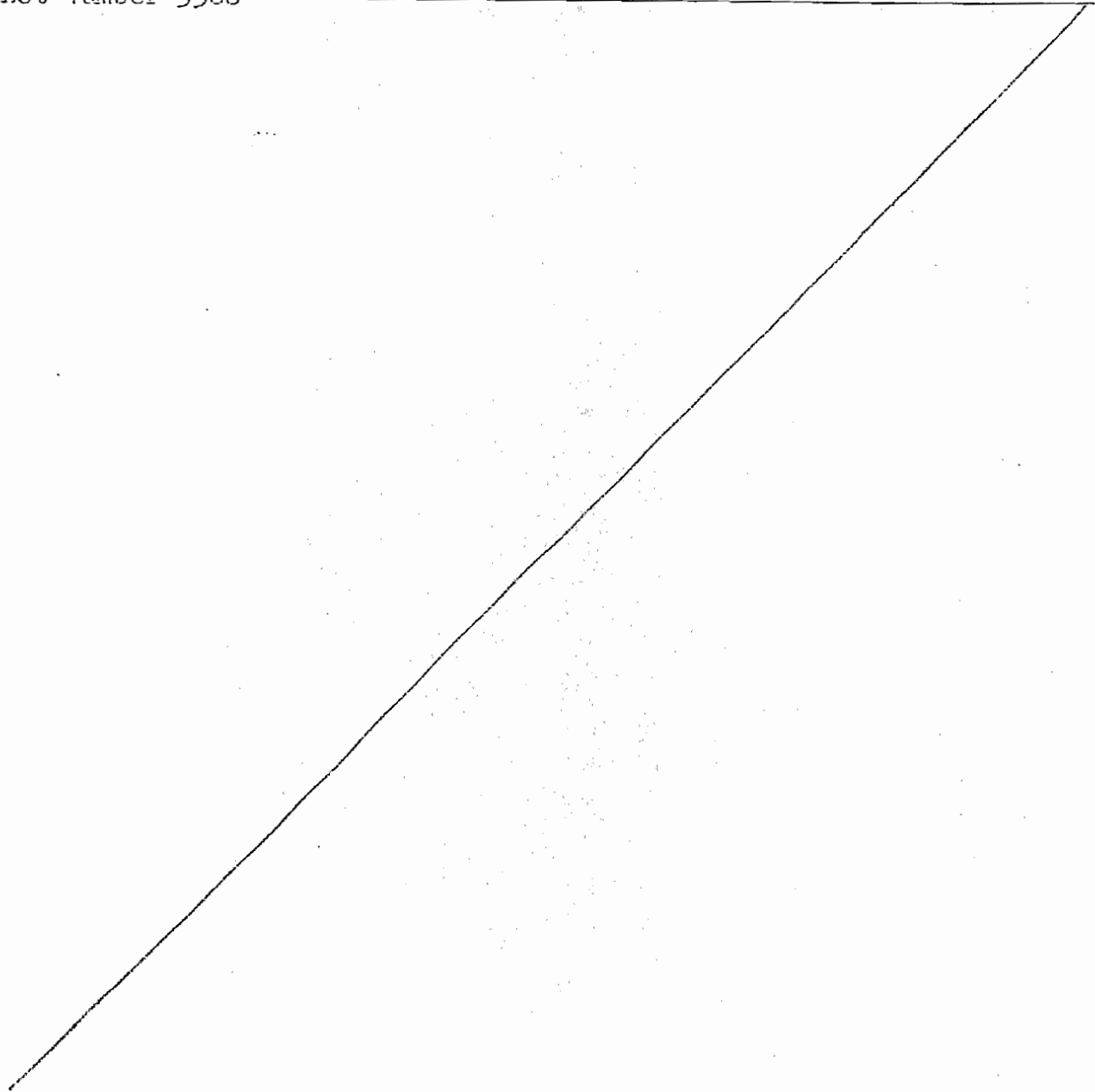
**John Malcolm Hicklin**  
**Mayer Brown JSM**  
**Solicitor, Hong Kong SAR**

This Affidavit is filed on behalf of the Plaintiff.

**This Indenture** made the *Twenty third* day of *November*  
One thousand Nine hundred and thirty *eight* Between OUR SOVEREIGN LORD GEORGE VI  
by the Grace of God of Great Britain Ireland and the British Dominions beyond the Seas King  
Defender of the Faith Emperor of India (hereinafter referred to as "His said Majesty" which  
expression shall where the context admits be deemed to include His Heirs Successors and Assigns)  
of the one part and THE HONG KONG AND SHANGHAI BANKING CORPORATION a body  
corporate incorporated pursuant to the Hong Kong and Shanghai Bank  
Ordinance 1866 and having its Head Office at Victoria in the Colony of  
Hong Kong

(hereinafter referred to as "the said Lessee" which expression shall where the context admits  
be deemed to include ~~his her or their Executors Administrators and Assigns and the survivor of  
them his or her Executors Administrators and Assigns and in the case of a Body Corporate its  
Assigns~~) of the other part ~~Whereas~~ the Governor and Commander-in-Chief of the Colony of  
Hong Kong and its Dependencies (hereinafter referred to as "the Governor") is duly authorised  
to enter into these presents in the name and on behalf of His said Majesty **Now This Indenture  
witnesseth** that in consideration of the yearly rent covenants and stipulations hereinafter reserved  
and contained by and on the part and behalf of the said Lessee to be paid done and performed  
His said Majesty **Doth** hereby grant and demise unto the said Lessee **All** that piece or parcel  
of Ground situate lying and being at Victoria aforesaid bounded on or towards the  
North by Des Voeux Road Central and having a frontage thereto of One  
hundred and twenty two feet five inches or thereabouts on or towards the  
South by Queen's Road Central and having two separate frontages thereto  
of One hundred and fourteen feet eleven inches or thereabouts and Nineteen  
feet four inches or thereabouts respectively on or towards the West by  
a public road and having a frontage thereto of One hundred and seventy  
five feet five inches or thereabouts and on or towards the West by Marine  
Lot Number 101 and having a frontage thereto of Two hundred and twenty  
five feet two inches or thereabouts which said piece or parcel of ground  
hereby expressed to be devised contains in the whole by measurement  
Twenty five thousand and fifty square feet or thereabouts and is more

particularly delineated and described on the plan annexed hereto and thereon coloured pink and is registered in the Land Office as Inland Lot Number 3566



And all the easements and appurtenances whatsoever to the said demised premises belonging or in any-wise appertaining ~~Except and Reserved~~ unto His said Majesty all Mines Minerals Mineral Oils and Quarries of Stone in under and upon the said premises and all such Earth Soil Marl Clay Chalk Brick-earth Gravel Sand Stone and Stones and other Earths or Materials which now are or hereafter during the continuance of this demise shall be under or upon the said premises or any part or parts thereof as His said Majesty may require for the Roads Public Buildings or other Public Purposes of the said Colony of Hong Kong with full liberty of Ingress Egress and Regress to and for His said Majesty His Agents servants and workmen at reasonable times in the day during the continuance of this demise with or without horses carts carriages and all other necessary things into upon from and out of all or any part or parts of the premises hereby expressed to be demised



to view dig for convert and carry away the said excepted Minerals Stone Earths and other things respectively or any part or parts thereof respectively thereby doing as little damage as possible to the said Lessee <sup>demised premises</sup> ~~And also Save and Except~~ full power to His said Majesty to make and conduct in through and under the said premises all and any public or common sewers drains or watercourses **To have and to hold** the said piece or parcel of ground and premises hereby expressed to be demised with their and every of their appurtenances unto the said Lessee

from the            First            day of January One thousand nine hundred and            <sup>thirty four</sup> for and during and unto the full end and term of SEVENTY FIVE YEARS from then next ensuing and fully to be complete and ended with such right of renewal for one further term of SEVENTY FIVE YEARS as is hereinafter provided **Yielding and Paying** therefor yearly and every year during the term hereby granted the sum of Five hundred and seventy six            dollars in Current Money of the said Colony by equal half-yearly payments on the Twenty-fourth day of June and the Twenty-fifth day of December in every year free and clear of and from all Taxes Rates Charges Assessments and Deductions whatsoever charged upon or in respect of the said premises or any part thereof the first half-yearly payment of the said Rent becoming due and to be made on the *Twenty fifth*            day of *December* One thousand nine hundred and *thirty eight*            **And** the said Lessee

**Both hereby covenant** with His said Majesty by these presents in manner following that is to say that the said Lessee will yearly and every year during the said term hereby granted well and truly pay or cause to be paid to His said Majesty the said yearly Rent of Five hundred and            seventy six            dollars clear of all deductions as aforesaid on the several days and times and in the manner hereinbefore reserved and made payable **And** will during the whole of the said term hereby granted bear pay and discharge all taxes rates charges and assessments whatsoever which now are or shall be hereafter assessed or charged upon or in respect of the said premises hereby expressed to be demised or any part thereof **And** will duly perform and abide by the terms conditions and obligations in so far as they are still subsisting and applicable specified in a Contract of Sale dated the seventeenth day of May One thousand nine hundred and thirty four and registered in the Land Office as Number 3617 entered into between His said Majesty's Director of Public Works (hereinafter referred to as "the said Director") for and on behalf of the Governor of the one part and the said Lessee of the other part **AND**

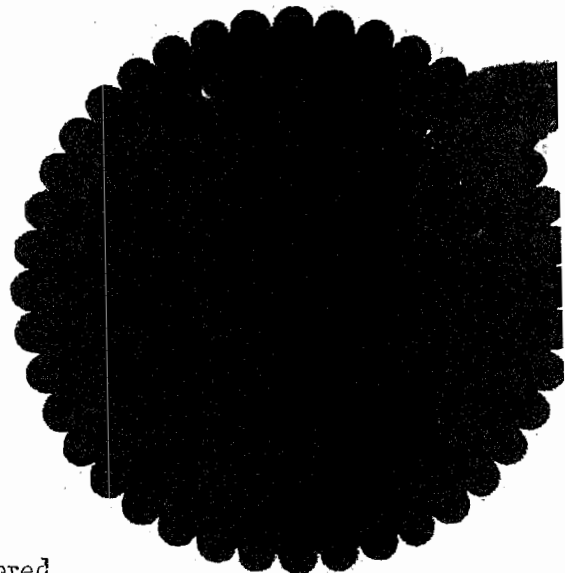
shall and will from time to time and at all times hereafter when where and as often as need or occasion shall be and require at ~~his~~<sup>its</sup> ~~her or their~~ own proper costs and charges well and sufficiently Repair Uphold Support Maintain Pave Purge Scour Cleanse Empty Amend and keep the messuage or tenement messuages or tenements and all other erections and buildings now or at any time hereafter standing upon the said piece or parcel of ground hereby expressed to be demised and all the Walls Banks Cuttings Hedges Ditches Rails Lights Pavements Privies 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 cleansings and amendments whatsoever the whole to be done to the satisfaction of ~~His said Majesty's Director of Public Works~~ (hereinafter referred to as "the said Director") ~~And~~ the said messuage 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 term hereby granted will peaceably and quietly deliver up to His said Majesty **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 pavements channels fences and party walls draughts private or public sewers and drains requisite for or in or belonging to the said premises hereby expressed to be demised or any part thereof in common with other premises near or adjoining thereto and that such proportion shall be fixed and ascertained by the said Director and shall be recoverable in the nature of rent in arrear **And** that it shall and may be lawful to and for His said Majesty by the said Director or other persons deputed to act for Him twice or oftener in every year during the said term at all reasonable times in the day to enter into and upon the said premises hereby expressed to be demised to view search and see the condition of the same and of all decays defects and wants of reparation and amendment which upon every such view shall be found to give or leave notice in writing at or upon the said premises or some part thereof unto or for the said Lessee to repair and amend the same within Three Calendar Months then next following within which time the said Lessee will repair and amend the same accordingly **And** that the said Lessee or any other person or persons shall not nor will during the continuance of this demise use exercise or follow in or upon the said premises or any part thereof the trade or business of a Brazier Slaughterman Soap-maker Sugar-baker Fellmonger Melter of tallow Oilman Butcher Distiller Victualler or Tavern-keeper Blacksmith Nightman Scavenger or any other noisy noisome or offensive trade or business whatever without the previous licence of His said Majesty signified in writing by the Governor or other person duly authorized in that behalf **And** will not let underlet mortgage assign or otherwise part with all or any part of the said premises hereby expressed to be demised for all or any part of the term hereby granted 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 and paying the prescribed fees therefor **Provided always and it is hereby agreed and declared** that in case the said yearly rent of Five hundred and seventy six—— dollars hereinbefore reserved or any part thereof shall be in arrear and unpaid by the space of twenty one days next after any of the said days whereon the same ought to be paid as aforesaid (whether lawfully demanded or not) or in case of the breach or non-performance of any of the covenants and conditions herein contained and by or on the part of the said Lessee to be performed then and in either of the said cases it shall be lawful for His said Majesty by the Governor or other person duly authorized in that behalf into and upon the said premises hereby expressed to be demised or any part thereof in the name of the whole to re-enter and the same to have again repossess and enjoy as in His former estate as if these presents had not been made and the said Lessee and all other occupiers of the said premises thereout to expel this Indenture or anything contained herein to the contrary notwithstanding **Provided also and it is hereby further agreed and declared** that His said Majesty shall have full power to resume enter into and re-take possession of all or any part of the premises hereby expressed to be demised if required for the improvement of the said Colony or for any other public purpose whatsoever Three Calendar Months' notice being given to the said Lessee of its being so required and a full and fair compensation for the said Land and the Buildings thereon being paid to the said Lessee at a Valuation

to be fairly and impartially made by the said Director and upon the exercise of such power the term and estate hereby created shall respectively cease determine and be void **Provided also and it is hereby further agreed and declared** that the said Lessee shall on the expiration of the term hereby granted be entitled to a renewed Lease of the premises hereby expressed to be demised for a further term of SEVENTY FIVE YEARS without payment of any Fine or Premium therefor and at the Rent hereinafter mentioned **And** that His said Majesty will at the request and cost of the said Lessee grant unto <sup>it</sup> ~~him or them~~ on the expiration of the term hereby granted a new Lease of the said premises for the term of Seventy five years at such Rent as shall be fairly and impartially fixed by the said Director as the fair and reasonable rental value of the ground at the date of such renewal And in all other respects such new Lease shall be granted upon the same terms and under and subject to the same reservations covenants stipulations provisoes and declarations as are contained in this present Lease with the exception of this proviso for renewal which shall not be contained in such new Lease **Provided also and it is hereby further agreed and declared** that in no case shall the Crown rent in respect of a further term of seventy five years as aforesaid exceed the sum of One thousand one hundred and fifty two dollars per annum

\_\_\_\_\_ In Witness whereof the Governor duly authorized by His said Majesty as aforesaid hath executed these Presents and hereunto set the Public Seal of the said Colony in the Name and on behalf of His said Majesty the day and year first above written.

*J. C. ...*  
Governor.



Examined and certified to be correct.

*J. B. ...*  
Land Officer.

Registered.

*[Signature]*

Land Officer.

20th Nov 1934

Dated 23rd November, 1934.

# Lease

OF

Inland

Lot No. 3566

Commencing 1st day of January  
1934

Term: 75 years.

(renewable for a further term of  
75 years)

Annual Crown Rent \$ 576.00

Registered Vol. : C L X X X V / Fol. : 32.

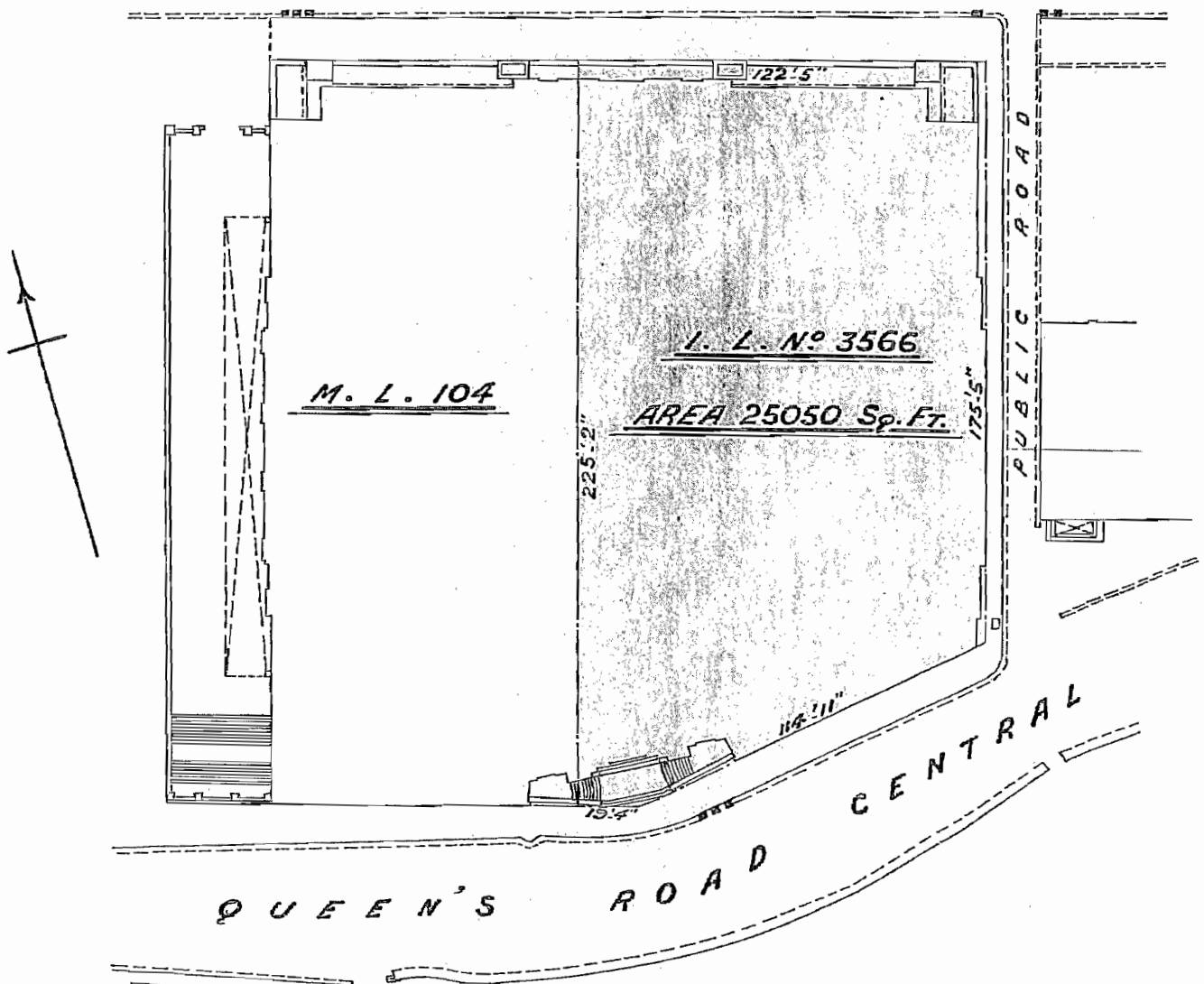


Land Officer.

PRINTED BY NORONHA & CO., HONG KONG.

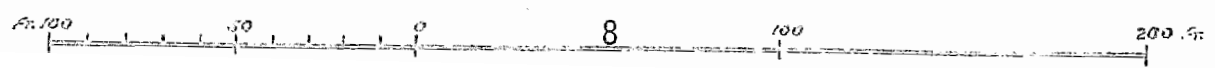
# INLAND LOT N° 3566

DES VŒUX ROAD CENTRAL



*T. A. Lambert*  
SUPERINTENDENT OF  
CROWN LANDS & SURVEYS

SCALE 50 FT TO ONE INCH



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 Westminster, 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 Her said Majesty), to make, and execute in the Name, and on the behalf of Her said Majesty, under Her 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 use 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 eleventh day of Jan in the seventeenth Year of the Reign of Her said Majesty, John Bowring was constituted and appointed Governor of the said Colony of Hongkong, and its Dependencies; AND WHEREAS by certain Instructions of Her said Majesty, addressed to the then Governor of Hongkong, under Her said Majesty's Signet and Sign Manual, and dated the Sixth day of April 1843, the said Governor was, amongst other things, instructed to grant Leases of the Land in the said Colony belonging to Her said Majesty. NOW THIS INDENTURE WITNESSETH, that in

consideration of the yearly rents, conditions, and agreements, hereinafter reserved and contained, by and on the part and behalf of the said James Bowman and Francis Bulkely Johnson, their

executors, administrators, and assigns, to be paid, done, and performed, and also of the sum of Five Current Dollars, which are at this time a legal tender in the said Colony of Hongkong, in hand paid to the said John Bowring as Governor of the said Colony for the use of Her said Majesty by the said James Bowman and Francis Bulkely Johnson

at or before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged; Her said Majesty QUEEN VICTORIA, Hath demised, leased, and to farm let, and by these presents Doth demise, lease and to farm let unto the said James Bowman and Francis Bulkely Johnson,

their executors, administrators, and assigns, ALL that piece or parcel of ground, situate, lying, and being at Victoria in the said Island of Hongkong, abutting on the North side thereof on the Strand Road and measuring thereon one hundred and twenty five feet, on the South side thereof on the Queen's Road and measuring thereon one hundred and twenty five feet, on the East side thereof on a Public Road and measuring thereon two hundred and twenty five feet, and on the West side thereof on a Close registered in the Land Office as Marine Lot Number One hundred and three and measuring thereon two hundred and twenty five feet, which said piece or parcel of ground contains in the whole twenty eight thousand one hundred and twenty five square feet, and is registered in the Land Office as Marine Lot Number One hundred and four in the names of the late James Bowman and Francis Bulkely Johnson, trading under the style or firm of H. B. Hardley and Company together with all easements, profits, commodities and appurtenances whatsoever, to the said demised premises belonging, or in any wise appertaining, EXCEPT AND ALWAYS RESERVED unto Her said Majesty, Her Heirs, Successors, and Assigns full power to resume and take possession of all or any part of the said piece or parcel of Ground hereby demised, if required for the improvement of the said Colony of Hongkong, or for any other public purpose whatsoever, three Calendar Months notice being given to the occupant thereof of its being so required, and a full and fair compensation for the said land and the buildings thereon, being paid to the said James Bowman and Francis

Bulkely Johnson, their heirs, executors, administrators, or assigns, at a valuation to be fairly and impartially 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 James Bowman and Francis Bulkely Johnson, their

heirs, executors, administrators, or assigns from any such improvement, or public purpose shall be allowed by way of set-off against any damage, he, or they may suffer from such resumption as aforesaid; EXCEPT AND RESERVED ALSO all mines, minerals, and quarries of stone in and upon the said premises, and all such marl, clay, chalk, brick-earth, gravel, sand, stone, and stones, and other earths or materials, which now are or hereafter during the continuance of this demise, shall be under, or upon the said premises, or any part or parts thereof, as Her said Majesty, Her Heirs, Successors and Assigns may require for the roads, public buildings, or other public purposes of the said Colony of Hongkong, with full liberty of ingress, egress, and regress, to and for Her said Majesty, Her Heirs, Successors, and Assigns and Her, and their agents, servants, and workmen, at reasonable times in the year during the continuance of this demise, with or without horses, carts, carriages, and all other necessary things into, upon, from, and out of all or any part

through, and under the said hereby demised premises, all and any public or common sewers drains or watercourses, *And also such portion thereof adjacent to the sea as may be required for building any Public Quay, Pier or landing fronting thereto;* — TO HAVE AND TO HOLD the said piece or parcel of ground and premises hereby demised or intended so to be, with their, and every of their appurtenances, unto the said *James*

*Borman and Francis Bulkely Johnson, their* executors, administrators, and assigns from the *twentieth day of November, A. D. 1855* for and during and unto the full end and term of *nine hundred and ninety-nine* years from the next ensuing and full to be complete, and ended, *YIELDING AND PAYING* therefor yearly and every year the Sum of *sixty two pounds*

*ten shillings* Sterling, in Current Dollars of the said Colony of Hongkong (at such rate of exchange, as is now, or may hereafter from time to time be fixed as the rate of exchange, for the payment of the Salaries of the Public Servants of the said Colony), by half yearly payments, on the *Twenty-fourth day of June, and the Twenty-fifth day of December, in every year, free and clear of and from all taxes, rates, charges, impositions and assessments whatsoever imposed or to be imposed upon or in respect of the said hereby demised premises or any part thereof; during the term hereby granted; the first half yearly payment of the said yearly rent or Sum of* *sixty two pounds ten shillings*

Sterling to be made on the *twenty fifth* day of *December* 1855  
AND THE SAID *James Borman and Francis Bulkely Johnson*

for *themselves, their* heirs, executors, administrators, and assigns doth hereby covenant, promise, and agree, to and with Her said Majesty, Her Heirs, Successors, and Assigns by these presents, in manner following, that is to say, that *they* the said *James Borman and*

*Francis Bulkely Johnson, their* heirs, executors, administrators, or assigns shall and will yearly, and every *nine hundred and ninety-nine* years from the next ensuing, to be paid to Her said Majesty, Her Heirs, Successors, and Assigns, the said yearly Sum of *sixty two pounds ten shillings*

Sterling, payable in Dollars at the rate of exchange aforesaid, clear of all taxes and deductions as aforesaid, in the several days and times, and in the manner herein before reserved and made payable; AND ALSO that *they* the said *James Borman and Francis*

*Bulkely Johnson, their* executors, administrators, and assigns shall, and will during all the said term hereby granted, bear, pay, and discharge all taxes, charges and impositions, whatsoever, as are or shall be hereafter assessed or charged, or in anywise imposed upon or in respect of the said premises hereby demised or intended so to be or any part thereof, AND that *they* the said *James Borman*

*and Francis Bulkely Johnson, their* executors, administrators, or assigns, shall, and will, 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 workman-like manner, erect, build, and completely finish fit for use, one or more good, substantial, and safe brick or stone messuage or tenement, messuages or tenements, upon some part of the ground hereby demised, with proper fences, walls, sewers, drains, and all other needful or necessary appurtenances, and shall and will lay out, and expend thereon the Sum of *six hundred and twenty five pounds Sterling*

and upwards, which said messuage or tenement, messuages or tenements shall be of the same use of building, elevation, character, and description, and shall front and range in an uniform manner with the messuages or tenements in the same street, and the work to be done to the satisfaction of the Surveyor of Her said Majesty, Her Heirs, Successors or Assigns; AND ALSO that the said *James Borman and Francis Bulkely Johnson, their*

executors, administrators, and assigns, shall and will from time to time, and at all times, from and after the said messuage 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, well and sufficiently repair, uphold support, maintain, pave, plug, secure, cleanse, empty, amend, and keep the said messuage or tenement, messuages or tenements, erections and buildings, and all the walls, rails, lights, pavements, privies, sinks, drains and water-courses 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 messuage 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 peacefully and quietly deliver up to Her said Majesty, Her Heirs, Successors, or Assigns; AND ALSO that it shall be lawful for Her said Majesty, Her Heirs, Successors, or Assigns, or Her and their Agent, or any person or persons deputed by him, or them, to enter into, and



and party walls, draughts, private or public sewers, and drains, requisite for, or in, or belonging to the said devised 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 act 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 devised, 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 of all decays, defects and wants of reparation and amendment, which upon every such view, or views shall be found, to give, or leave notes or writing in writing, at or upon the said devised premises, unto, or for the said James Bowman and Francis Bulkeley

Months, their next following, within which said time, or space of three Calendar Months, any of writing shall be so given, or left as aforesaid, they the said James Bowman and Francis Bulkeley Johnson

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 James

Bowman and Francis Bulkeley Johnson, their executors, administrators, and assigns any other person or persons, shall not, nor will during the continuance of this demise, use, exercise, or follow in, or upon the said premises or any part thereof, the trade or business of a Brazier, Slaughterman, Soap-maker, Sugar-baker, Fellmonger, Meltor of tallow, Oilman, Dutcher, Distiller, Victualler or Tavern-keeper, Blacksmith, Nightman, Scavenger or any or either of them, or any other noisye, noisome, or offensive trade or business whatever, without the previous license of Her said Majesty, Her Heirs, Successors, or Assigns, signified by the Governor of the said Colony of Hongkong, or other person duly authorized in that behalf: AND ALSO that they the said James Bowman and Francis

Johnson, their executors, administrators, and assigns shall not, nor will during the continuance of this demise, use, exercise, or follow in, or upon the said premises or any part thereof, the trade or business of a Brazier, Slaughterman, Soap-maker, Sugar-baker, Fellmonger, Meltor of tallow, Oilman, Dutcher, Distiller, Victualler or Tavern-keeper, Blacksmith, Nightman, Scavenger or any or either of them, or any other noisye, noisome, or offensive trade or business whatever, without the previous license of Her said Majesty, Her Heirs, Successors, or Assigns, signified by the Governor of the said Colony of Hongkong, or other person duly authorized in that behalf: AND ALSO that they the said James Bowman and Francis

Johnson, their executors, administrators, and assigns shall not, nor will during the continuance of this demise, use, exercise, or follow in, or upon the said premises or any part thereof, the trade or business of a Brazier, Slaughterman, Soap-maker, Sugar-baker, Fellmonger, Meltor of tallow, Oilman, Dutcher, Distiller, Victualler or Tavern-keeper, Blacksmith, Nightman, Scavenger or any or either of them, or any other noisye, noisome, or offensive trade or business whatever, without the previous license of Her said Majesty, Her Heirs, Successors, or Assigns, signified by the Governor of the said Colony of Hongkong, or other person duly authorized in that behalf: AND ALSO that they the said James Bowman and Francis

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, it 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 devised premises, or any part thereof, in the name of the whole, to re-enter, and the same to have, regain, retain, possess, and enjoy, as in Her or their first or former estate, as if these presents had not been made: and the said James

Bowman and Francis Bulkeley Johnson, their executors, administrators, and assigns, and all other occupants of the said premises, hereout and thenceforth, to exclude, put out, and remove, this Indenture or anything contained herein to the contrary notwithstanding. IN WITNESS whereof the said Geo John Bowring

duly authorized by Her said Majesty as aforesaid, hath executed these presents, and hereunto set the Public Seal of the Colony of Hongkong aforesaid, in the Name and on the behalf of Her said Majesty, the day and year first above written.

John Bowring

Examined and Certified to be Correct: William Cooper  
Acting Secretary General

Register  
J. C. Brown

Case L. B. No. 105

Rowman and  
Bullhelly Johnson  
The Firm of  
Wardley & Co.  
Registered  
G. 10.  
J. P. Owen

PAID  
1877

1877



THIS DEED OF DEDICATION is made the 4th day of January One <sup>three</sup> thousand nine hundred and eighty-~~two~~

BETWEEN 1 QUEEN'S ROAD CENTRAL LIMITED whose registered office is situate at 50 Shirley Street, Nassau, Bahamas (as Owner).

WHEREAS :-

(1) In this Deed of Dedication the following expressions shall have the following meanings :-

"Building Authority" shall have the same definition as appears in Section 2 of the Buildings Ordinance (Chapter 123 of the Laws of Hong Kong) or any statutory amendment thereof;

"Building" means a new multi-storey building or buildings to be erected upon and to form part of the Property in accordance with plans submitted to the Building Authority under BOO Ref.

No.2/1026/80 and any amendment thereto;

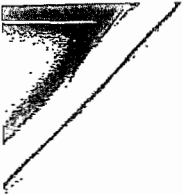
"Crown Grant" means and includes the two several Crown Leases more particularly described in the First Schedule hereto and any variation or modification thereof under which the Property is held at the date hereof by the Owner;

"Dedicated Area" means the area forming part of the Property as more particularly described in the Second Schedule hereto;

"Government" means the Government of Hong Kong;

"Lots" means Marine Lot Number 104 and Inland Lot Number 3566 as mentioned in the First Schedule hereto;

"Modification" means in respect of the Building the benefit of excess site coverage and plot ratio calculable in a manner similar to the provisions of Regulation 22(1) of the Building (Planning) Regulations (Cap.123 of the Laws of Hong Kong) as permitted by the modification of Regulations 20 and 21 of the said Building (Planning) Regulations;



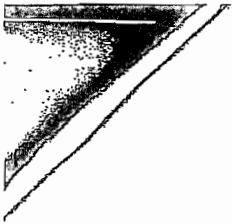
"Owner" means the said 1 Queen's Road Central Limited and its successors and assigns;

"Property" means the property (including the Lots) described in the First Schedule hereto.

- (2) (a) The Owner is the registered owner of the Property subject to and with the benefit of the Crown Grant;
- (b) The Owner desires to construct the Building on the Property, and further desires to dedicate an area (hereinafter referred to as "the Dedicated Area") to the public for the purposes of pedestrian passage and upon the terms and conditions hereinafter contained, to which Dedication the Government has consented;
- (c) The Owner further desires to, and the Government has agreed that upon registration of this Deed in the Land Office the Owner shall, secure the Modification in respect of the Building.


NOW THIS DEED WITNESSETH as follows :-

1. In consideration of the Modification and in pursuance of the agreement recited in (2) (c) above the Owner HEREBY DEDICATES from the date hereof ALL THAT the Dedicated Area for the purposes of public pedestrian passage for the period during which the Building shall be situated on the Property upon and subject to the terms and conditions herein contained.
2. This Dedication is made subject to and with the benefit of the following terms and conditions :-
- (i) It shall be irrevocable for the period during which the Building shall be situated on the Property except with the written consent of the Government.
- (ii) The right of passage as aforesaid is a right of pedestrian passage only and no vehicle or other means




of transport, motorised or otherwise, of whatsoever nature, and no cart, stall or similar mode of conveyance of any person, matter or thing, shall have any right of access to or passage over or on the Dedicated Area; PROVIDED however that the Owner shall, unless the Building Authority objects, have vehicular access to the Dedicated Area at all times when such access is necessary or required for the purposes of maintenance or upkeep of the Dedicated Area or the structure above.

- (iii) The Owner shall at its own expense and to the satisfaction of the Building Authority form and surface the Dedicated Area at such time or times as the Owner may consider desirable but in any event not later than the date upon which an Occupation Permit for the Building is issued.
- (iv) After completion of the formation and surfacing work of the Dedicated Area the Owner shall at its own expense and to the satisfaction of the Building Authority maintain, repair and when necessary renew the surfacing of the Dedicated Area at such time or times as the Building Authority and/or the Owner may consider desirable. The Owner shall not carry out any works which affect the surfacing of the Dedicated Area except with the prior written consent of the Building Authority.
- (v) The Owner shall throughout the period during which the Building shall be situated on the Property at its own expense and to the satisfaction of the Building Authority keep and maintain the Dedicated Area in a



clean and tidy condition and free from any obstruction. If and when called upon so to do by the Building Authority the Owner shall carry out such works for the removal of any obstruction from the Dedicated Area as the Building Authority shall reasonably require and, in the event of the Owner being unable or incapable of effecting any such removal, the Building Authority may do so or procure the same forthwith.

- (vi) For the purposes of Sub-Clause (v) hereof the Owner shall employ such cleaners and watchmen as are necessary for the provision of cleaning and security services (and shall also liaise with the Royal Hong Kong Police Force in this connection) to the Dedicated Area.
- (vii) In the event of the failure on the part of the Owner to perform its obligations under and in accordance with Sub-Clauses (iv) or (v) hereof it shall be lawful for the Government, acting by its servants, agents or contractors having given reasonable prior notice to the Owner, to enter the Dedicated Area and carry out such works as the Building Authority shall consider necessary to make good such failure and the reasonable cost of such works, including administrative charges, shall be payable by the Owner to the Government on demand.
- (viii) The right of pedestrian passage as aforesaid may be partially restricted (with temporary cordons) between the hours of 2 a.m. to 6 a.m. in each day (or during such other hours as may be approved in writing for the time being and from time to time by the Building



Authority) for the purposes of daily maintenance and the cleaning and/or repair of the surface of the Dedicated Area. In this respect through passage must be maintained over at least half the Dedicated Area at all times.

(ix) Subject to the prior written approval of the Building Authority, the Owner may be permitted to place temporary structures on the Dedicated Area from time to time for the purpose of temporary exhibitions and displays provided that the same shall not impede the general right of pedestrian passage as aforesaid. Any provisions in this respect shall be exclusive to the Owner provided however that any such exhibitions and displays may be organised by the Hongkong Bank Foundation.

3. The Owner shall not be precluded from taking advantage or otherwise deriving benefit of or from any change in the laws or regulations of Hong Kong for the time being and from time to time which expressly or impliedly affect or have reference to the terms and provisions of this Deed of Dedication provided always the Dedicated Area is not adversely affected, and to this extent such terms and provisions shall not be considered as exhaustive.

4. This Deed of Dedication notwithstanding the Dedicated Area is and shall remain the property of the Owner and shall subject to the terms hereof continue to be subject to and to have the benefit of all the covenants, terms and conditions of the Crown Grant.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THOSE pieces or parcels of ground situate, lying and being at Victoria, Hong Kong and registered in the Land Office as MARINE LOT NO.104 and INALND LOT NO.3566 TOGETHER with the messuage, erections and buildings erected or to be erected thereon now known as NO.1 QUEEN'S ROAD CENTRAL, Victoria, Hong Kong AND TOGETHER with all subsisting rights and rights of way HELD from the Crown (1) as to the said Marine Lot No.104 for the residue now to come and unexpired of the term of 999 years from the 16th day of November 1865 and made between Her late Majesty Queen Victoria of the one part and James Bowman and Francis Bulkely Johnson of the other part and (2) as to the said Inland Lot No.3566 for the residue now to come and unexpired of the term of 75 years from the 1st day of January 1934 with a right of renewal for one further term of 75 years created by a Crown Lease dated the 23rd day of November 1938 and made between His late Majesty King George this Sixth of the one part and The Hongkong and Shanghai Banking Corporation of the other part.

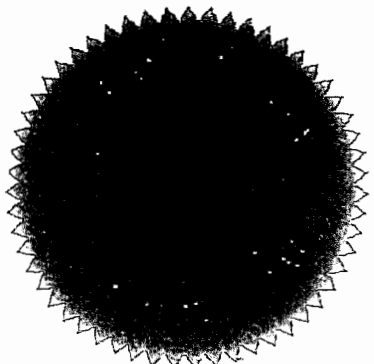
THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT ground floor area of the Building shown shaded grey on the Ground Floor Plan attached hereto having a total (nett) area of 3,401.68 square metres.

SEALED with the Common Seal of )  
 )  
NO.1 QUEEN'S ROAD CENTRAL LIMITED )  
 )  
and SIGNED by )  
 )  
DAVID E JOEL )  
 )  
being duly authorised in the )  
 )  
presence of :- )

*[Handwritten Signature]*  
DIRECTOR

*[Handwritten Signature]*  
50 Shirley Street,  
Kowloon, Hong Kong.  
Attorney-at-law





IT IS HEREBY CONFIRMED that the before written Deed of Dedication has been made with the consent of the Government and that subject to all the conditions and provisions contained in the said Deed and the Owner's observance of the same and every one of them the dedication of the area described in the Second Schedule hereto is accepted in consideration of the grant of the Modification.

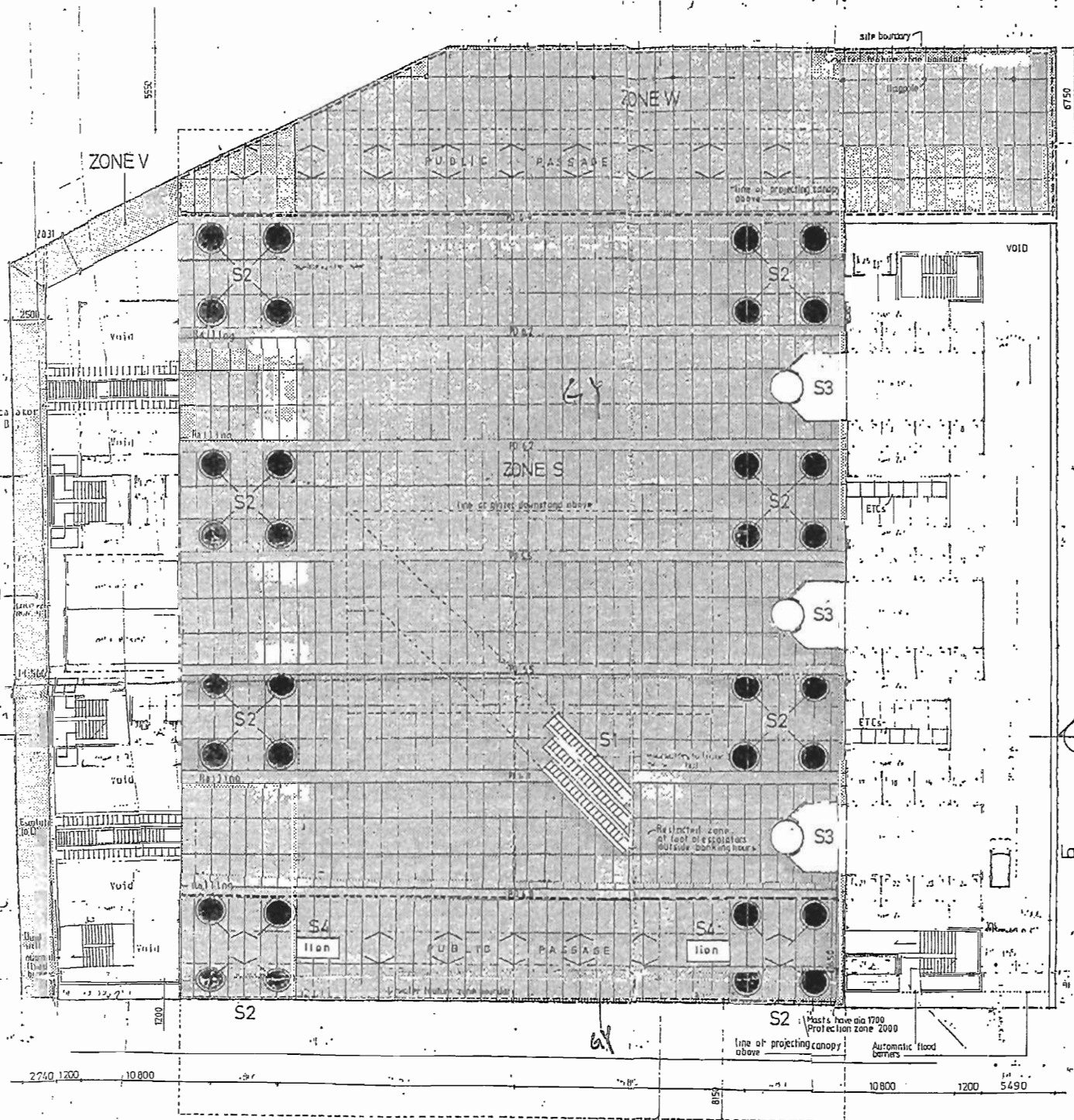
Dated the 5th day of January

3  
1982.

SIGNED for and on behalf of the )  
Government of Hong Kong by )  
 )  
 )  
W.T. Mok )  
Director of Building Development (Ag.) )  
 )  
in the presence of :- )

E. Yao  
Senior Personal Secretary





**PUBLIC DEDICATION**

AREA DEDICATED TO THE PUBLIC PASSAGE  
CALCULATIONS

ZONE S (GROSS)	48 x 56.4 =	2707.20
less S1	3 x 1.2 x 8.0 =	28.80
S2	32 x 2.54 =	81.30
S3	3 x 18.4 =	55.20
S4	2 x 1.5 x 3.0 =	9.00

ZONE S (NETT) = 2532.90 m<sup>2</sup>

ZONE S (NETT) 2532.90

U  $\frac{63.45 + 51.00}{2} \times 2.58 = 134.74$

V  $\frac{3.50 + 10.50}{2} \times 2.83 = 33.96$

W  $3 \times 62.8 + \frac{62.8 + 43.8}{2} \times 9.6 = 700.08$

TOTAL = 3401.68 m<sup>2</sup>

TOTAL SITE AREA = 4941 m<sup>2</sup>

PROPOSED AREA DEDICATED TO PUBLIC PASSAGE 3401.68 m<sup>2</sup>

PLOT RATIO BONUS  
 $\frac{5 \times 3401.68}{4941} = 3.44 > 20\% \text{ OF } 15:1$

TOTAL ALLOWABLE DEVELOPMENT  
4941 x 18 = 88938 m<sup>2</sup>

SITE COVERAGE BONUS  
 $\frac{1500 \times 3411.68}{4941 \times 177.3} = 5.83\%$

MAXIMUM ALLOWABLE SITE COVERAGE  
4941 x (65 + 5.83)% = 3499 m<sup>2</sup>

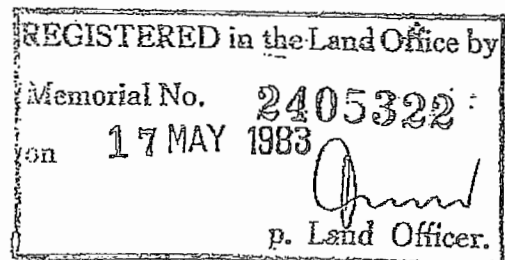
*W. T. Mok*  
Director

DATED 4th day of January, 1983.

DEED OF DEDICATION

by

1 QUEEN'S ROAD CENTRAL LIMITED



JOHNSON, STOKES & MASTER,

SOLICITORS, &C.,

HONG KONG.

ASSIGNMENT

is made the 19<sup>th</sup> day of December

One thousand nine hundred and eighty-five

BETWEEN

- (1) 1 QUEEN'S ROAD CENTRAL LIMITED whose registered office is situate at No.50 Shirley Street, Nassau, Bahamas ("the Vendor"); and
- (2) THE HONGKONG AND SHANGHAI BANKING CORPORATION whose Head Office is situate at No.1 Queen's Road Central, Hong Kong ("the Purchaser").

12 SEP 1983

In consideration of the sum of SIX THOUSAND SIX HUNDRED AND THIRTY MILLION HONG KONG DOLLARS (HK\$6,630,000,000.00) paid by the Purchaser to the Vendor (receipt whereof is acknowledged) the Vendor as Beneficial Owner ASSIGNS to the Purchaser the Property described in the Schedule hereto ("the Property") TO HOLD the same unto the Purchaser for the residues of the respective terms of years created by the Crown Leases referred to in the Schedule. Subject to the payment of the Crown rents reserved by and the covenants conditions and provisos contained in the Crown Leases AND SUBJECT to and with the benefit of a Deed of Dedication dated the 4th day of January 1983 and registered in the Land Office by Memorial No.2405322.

ADJUDGED NOT CHARGEABLE WITH ANY DUTY  
 ASST. COLLECTOR

15  
 ASST. COLLECTOR

IN WITNESS whereof the Vendor has caused its Common Seal to be hereunto affixed and the duly appointed Attorney in Hong Kong of the Purchaser has hereunto set his hand and seal the day and year first above written.

THE SCHEDULE

- 1. The Property :-
  - (a) Description, address, Lot number etc :-

ALL THOSE pieces or parcels of ground situate, lying and being at Victoria, Hong Kong and registered in the Land Office respectively as MARINE LOT NO.104 and INLAND LOT NO.3566 TOGETHER with the messuages, erections and buildings thereon Known as NO.1 QUEEN'S ROAD CENTRAL.

(b) Exceptions and reservations :-

Except and Reserved as in the Crown Leases is excepted and reserved;

(c) Easements and other appurtenant rights the benefit of which is assigned with the Property :-

All rights, rights of ways (if any) and other rights and all privileges, easements and appurtenances belonging or appurtenant to the Property.

(d) Easements and other appurtenant rights to which the Property is subject :-

All subsisting rights, rights of way and easements to which the Property is now subject.

2. The Crown Leases :-

AS REGARDS MARINE LOT NO.104

- (a) Date : the 1st day of May 1857;
- (b) Parties : Her late Majesty Queen Victoria of the one part and James Bowman and Francis Bulkely Johnson of the other part;
- (c) Term : 999 years commencing from the 16th day of November 1865;
- (d) Crown Lease varied and modified by : a Deed of Variation of Crown Leases dated the 4th day of January 1983 and registered in the Land Office by Memorial No.2405321.

AS REGARDS INLAND LOT NO.3566

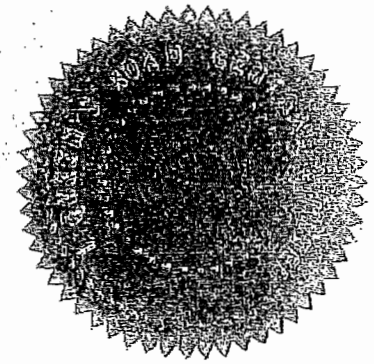
- (a) Date : the 23rd day of November 1938;
- (b) Parties : His late Majesty King George VI of the one part and The Hongkong and Shanghai Banking Corporation (the Purchaser) of the other part;

- (c) Term : 75 years commencing from the 1st day of January 1934 with a right of renewal for a further term of 75 years;
- (d) Crown Lease varied and modified by : a Deed of Variation of Crown Leases dated the 4th day of January 1983 and registered in the Land Office by Memorial No. 2405321.

SEALED with the Common Seal of  
 the Vendor and SIGNED by  
 PETER JOHN CORNISH JACKSON AND  
 MARIAN WELLS, DIRECTORS  
 in the presence of :-

*M. A. Taylor*  
 MARIAN ANTOINETTE TAYLOR  
 Secretary  
 No. 50 Shirley Street, Nassau,  
 Bahamas

*(Handwritten signatures)*



SIGNED SEALED AND DELIVERED by  
 PETER JOHN WRANGHAM  
 the duly appointed Attorney in  
 Hong Kong of the Purchaser  
 in the presence of :-

As Attorney and Agent for and  
 on behalf of the Purchaser

*(Handwritten signature of Peter John Wrangham)*



*(Handwritten signature of K. S. Bryan)*

K. S. BRYAN  
 Financial Controller  
 Area Management Office, Hong Kong  
 The Hongkong and Shanghai Banking Corporation

Dated 19<sup>th</sup> December 1985.

1 QUEEN'S ROAD CENTRAL LIMITED

TO

THE HONGKONG AND SHANGHAI  
BANKING CORPORATION

---


A S S I G N M E N T

OF

Marine Lot No.104 and Inland Lot No.3566  
(No.1 Queen's Road Central, Hong Kong)  
in consideration of HK\$6,630,000,000.00.

---

REGISTERED at the Land Office,  
by Memorial No. **2985499**  
on **1 FEB 1986**

  
p. Land Officer.

---

JOHNSON, STOKES & MASTER,  
SOLICITORS, &C.,  
HONG KONG.

RSNB/482114/7/EC  
F/141285/cc

**DEED OF VARIATION OF DEDICATION**

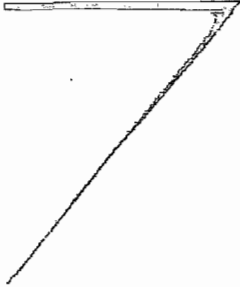
THIS DEED OF VARIATION OF DEDICATION is made the *5th* day of *December* 200 *6* by THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED (formerly known as THE HONGKONG AND SHANGHAI BANKING CORPORATION) whose registered office is situate at No. 1 Queen's Road Central, Hong Kong (hereinafter referred to as "the Owner" which term shall include its successors and assigns)

**WHEREAS :-**

- (A) The Owner is the registered owner of ALL THOSE pieces or parcels of ground registered in the Land Registry as INLAND LOT NO. 3566 and MARINE LOT NO. 104 (hereinafter collectively referred to as "the Lots") held under the lease of Inland Lot No. 3566 dated the 23rd day of November 1938 and the lease of Marine Lot No. 104 dated the 1st day of May 1857 respectively both varied or modified by a Deed of Variation dated the 4th day of January 1983 and registered in the Land Registry by Memorial No. UB2405321;
- (B) By a Deed of Dedication dated the 4th day of January 1983 and registered in the Land Registry by Memorial No. UB2405322 (hereinafter referred to as "the Deed"), the then Owner, 1 Queen's Road Central Limited, with the consent of the Government of Hong Kong dedicated with effect from the date of the Deed the Dedicated Area described in the Second Schedule (hereinafter referred to as "the Dedicated Area") to the Deed and more particularly delineated and shown shaded grey on the Ground Floor Plan annexed to the Deed for the purposes of public pedestrian passage on the terms and conditions contained in the Deed for the period during which the Building referred to in recital (1) of the Deed shall be situated on the Lots;
- (C) By an Assignment dated the 19th day of December 1985 and registered in the Land Registry by Memorial No. UB2985499, the Lots together with the messuages, erections and buildings thereon known as No. 1 Queen's Road Central (hereinafter referred to as "the Building") was assigned to the Owner subject to the Deed;





- 
- (D) There has now been constructed on the Lots the Building and an Occupation Permit No. H77/86 in respect of the Building has been issued;
- (E) The Owner desires to carry out certain alteration and addition works to the Building erected on the Lots in accordance with the plans approved by the Building Authority under Buildings Department Reference No. BD 2-3/1026/80/12 and any amendments thereto subsequently approved (hereinafter referred to as “the Works”) and further desires to revise the Dedicated Area so as to permit construction of the Works;
- (F) It was inter alia provided in the Deed that the Owner shall at its own expense to the satisfaction of the Building Authority form and surface the Dedicated Area and thereafter maintain, repair and when necessary renew the surfacing of the Dedicated Area and keep and maintain the Dedicated Area in a clean and tidy condition and free of any obstruction in accordance with the terms and condition of the Deed;
- (G) It was further provided in the Deed that subject to the Owner’s observance of each and every condition and provision contained in the Deed the dedication of the Dedicated Area is accepted for the purpose of Regulation 22(1) of the Building (Planning) Regulations to secure in respect of the Lots for the Owner the benefit of excess site coverage and plot ratio under the said Regulation; and
- (H) The Owner requests to revise the Dedicated Area to which revision the Government of the Hong Kong Special Administrative Region (hereinafter referred to as “the Government”) has consented.

NOW THIS DEED WITNESSETH that from the date hereof:-

- (1) The Owner with the consent of the Government HEREBY REVISES the Dedicated Area described in the Second Schedule to the Deed;

(2) the Ground Floor Plan annexed to the Deed shall be deemed to be null and void and the plan (Drawing No. HSBC/BD/05) annexed hereto shall be deemed to substitute therefor. All references in the Deed to the Dedicated Area shall be deemed to refer to areas more particularly delineated and shown coloured pink and green on the plan (Drawing No. HSBC/BD/05) annexed hereto.

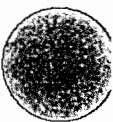
(3) The Second Schedule of the Deed shall be construed to read as follows;

“A total area of 3,192.892 square metres on the Ground Floor of the Building more particularly delineated and shown coloured pink and green on the plan (Drawing No. HSBC/BD/05) annexed hereto which has been approved by the Building Authority on 12 May 2006 under Buildings Department Reference No. BD 2-3/1026/80/12.”

(4) Except as hereby varied in Clauses (1), (2) and (3) above, all the provisions, stipulations and conditions contained in the Deed shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first before written.

SIGNED SEALED AND DELIVERED by )  
 )  
 PAUL RICHLEY FEATHERSTONE )  
 )  
 the lawful attorney of THE HONGKONG AND )  
 SHANGHAI BANKING CORPORATION )  
 LIMITED (formerly known as THE HONGKONG )  
 AND SHANGHAI BANKING CORPORATION) )  
 whose signature/s is/are verified by :- )  
 )  
 )  
 )  
 )  
 )  
 )  
 )



PETER DAVID SHAW



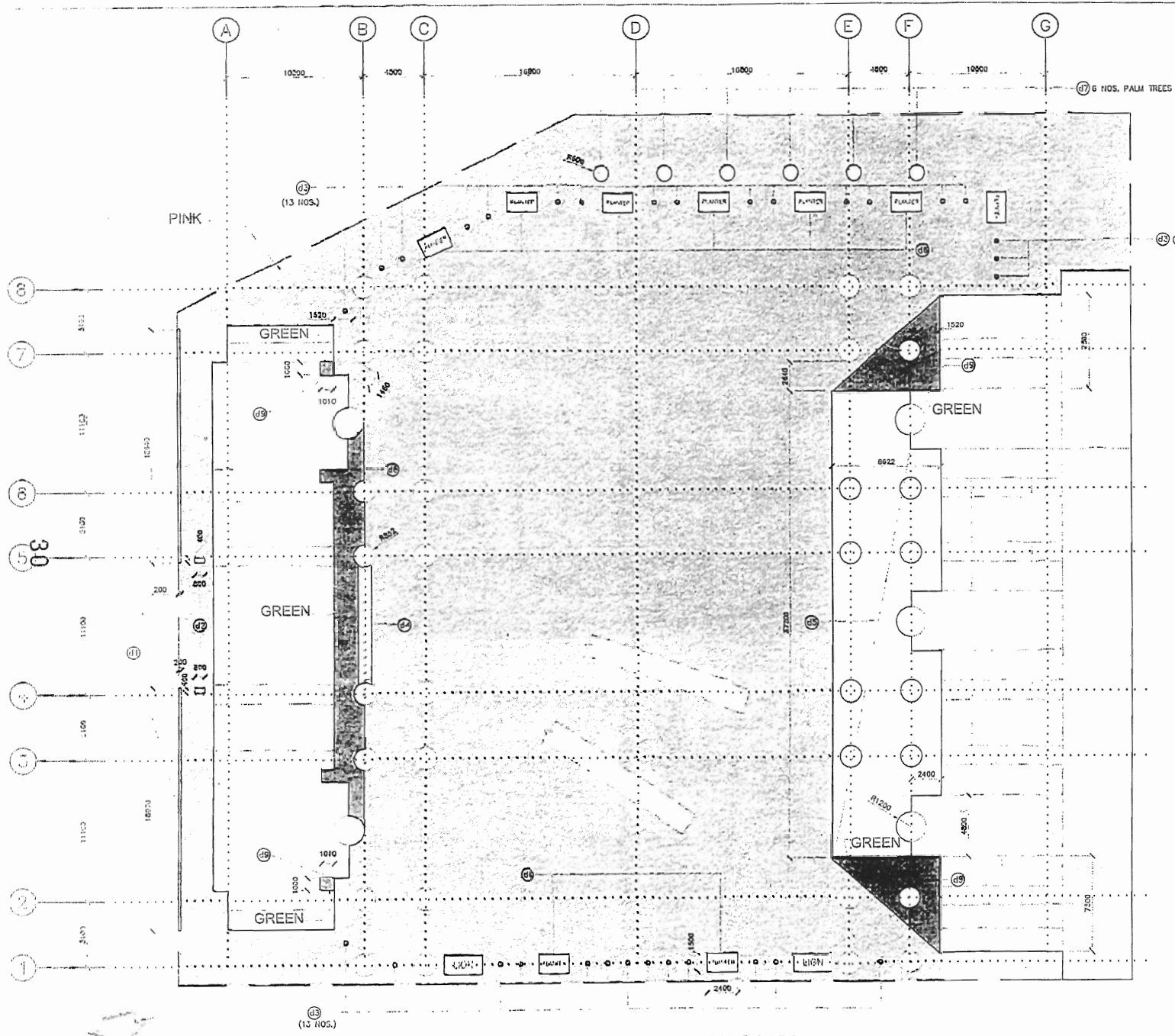
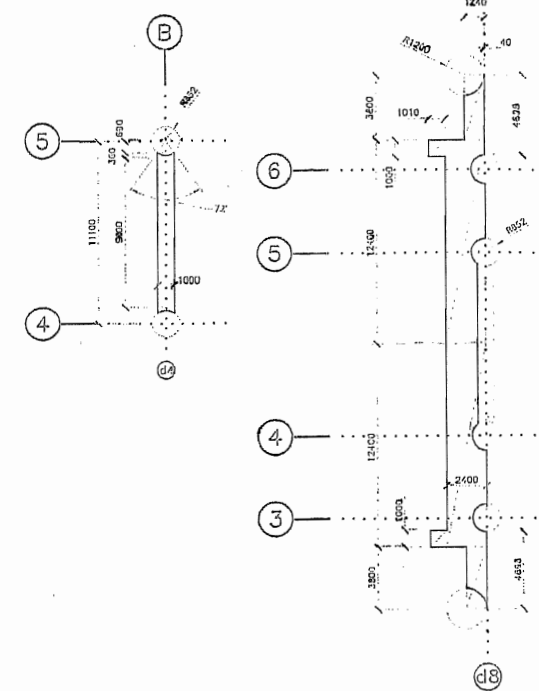


DIAGRAM FOR CALCULATION OF DEDICATED AREA TO PUBLIC PASSAGE

LEGEND: -  
 [Shaded Area] AREA TO BE DEDICATED IN RETURN FOR BONUS PLOT RATIO & SITE COVERAGE (PINK)



BLOW-UP DIAGRAM FOR AREA CALCULATION

**DEDICATED AREA CALCULATIONS: -**  
 § DEDICATED AREA TO PUBLIC PASSAGE WITH REDUCTION OF AREA FOR THE FOLLOWING: -

- WEST SIDE SERVICE/USABLE AREA
- EAST SIDE SERVICE/USABLE AREA
- ESCALATORS
- WASTES
- LOUNGS
- FLAG POLES + PALM TREES

3511,000 S.M.

**ADD:**  
 ORIGINAL FLAG POLES + PALM TREES  
 (AS ORIGINAL FLAG POLES WERE REMOVED AND PALM TREES WERE ALIQUATED): 3,000 S.M.

**LESS:** 3514,000 S.M.

BALESTRINE & DEAD SPACES BETWEEN:	①	$0.200 \times (18,970 + 10,640) =$	7,522 S.M.
RECTANGULAR BOLLARD:	②	$(0.600 \times 0.400) \times 2 =$	0.640 S.M.
CIRCULAR BOLLARD (4335):	③	$(0.299/2)^2 \times 3.142 \times 31 =$	5,117 S.M.
NEW SPACE FOR ATM:	④	$1,000 \times 8,000 + [(0.380 \times 1,000) + (0.690 \times 1,000 \times 1/2)] \times 3.142 \times 72/2000 \times 2 =$	9,490 S.M.
NEW LOBBY ENCLOSURE:	⑤	$37,200 \times 0.822 - 0.652^2 \times 3.142 \times 0 =$ $(2,400 \times 4,800 + 1/2 \times 1.2^2 \times 3.142) \times 3$	201,144 S.M.
§ NOS. PLANTERS:	⑥	$1,500 \times 2,600 \times 0 =$	32,400 S.M.
PRESBYT. PALM TREES:	⑦	$(0.600^2 \times 3.142) \times 0 =$	6,707 S.M.
			321,109 S.M.

NEW DEDICATED AREA TO PUBLIC PASSAGE [ ] (PINK) + [ ] (GREEN) = 3192,602 S.M.

**LESS DEDICATED AREA WHICH IS NOT ELIGIBLE FOR BONUS (P.A. CALCULATION):**

SPACE AROUND ATM: ⑧  $(1,140 \times 3,500 + 1,000 \times 1,010 + 12,400 \times 2,400) - (1/4 \times 1,200^2 \times 3.142) - (1/2 \times 0.652^2 \times 3.142) \times 2 = (2 \times (1/2 \times (1.2^2 \times 3.142) - (2 \times 1/2 \times 0.652^2 \times 3.142))) =$

DEAD SPACES: ⑨  $(1,000 \times 1,010) \times 2 + [(7,500 \times 0.822 + 1/2) - 0.652^2 \times 3.142] \times 2 =$  62,124 S.M.

124,140 S.M.

NEW DEDICATED AREA FOR BONUS (P.A. CALCULATION) [ ] (PINK) = 307,172 S.M.

Dated the 5<sup>th</sup> day of December 2006  
LACO(H) 16/582/82

DEED OF VARIATION OF DEDICATION

by

THE HONGKONG AND SHANGHAI  
BANKING CORPORATION LIMITED  
(formerly known as THE HONGKONG  
AND SHANGHAI BANKING  
CORPORATION)

Parts of the building situated on

INLAND LOT NO. 3566 and MARINE LOT  
NO. 104


Registered in the Land Registry by Memorial  
No. on



註冊摘要編號 Memorial No.:  
**06122700340016**

本文書於2006年12月27日在土地註冊處  
以上述註冊摘要編號註冊。

This instrument was registered in the  
Land Registry by the above Memorial  
No. on 27 December 2006.

  
署理土地註冊處處長  
Acting Land Registrar

LANDS DEPARTMENT  
HONG KONG



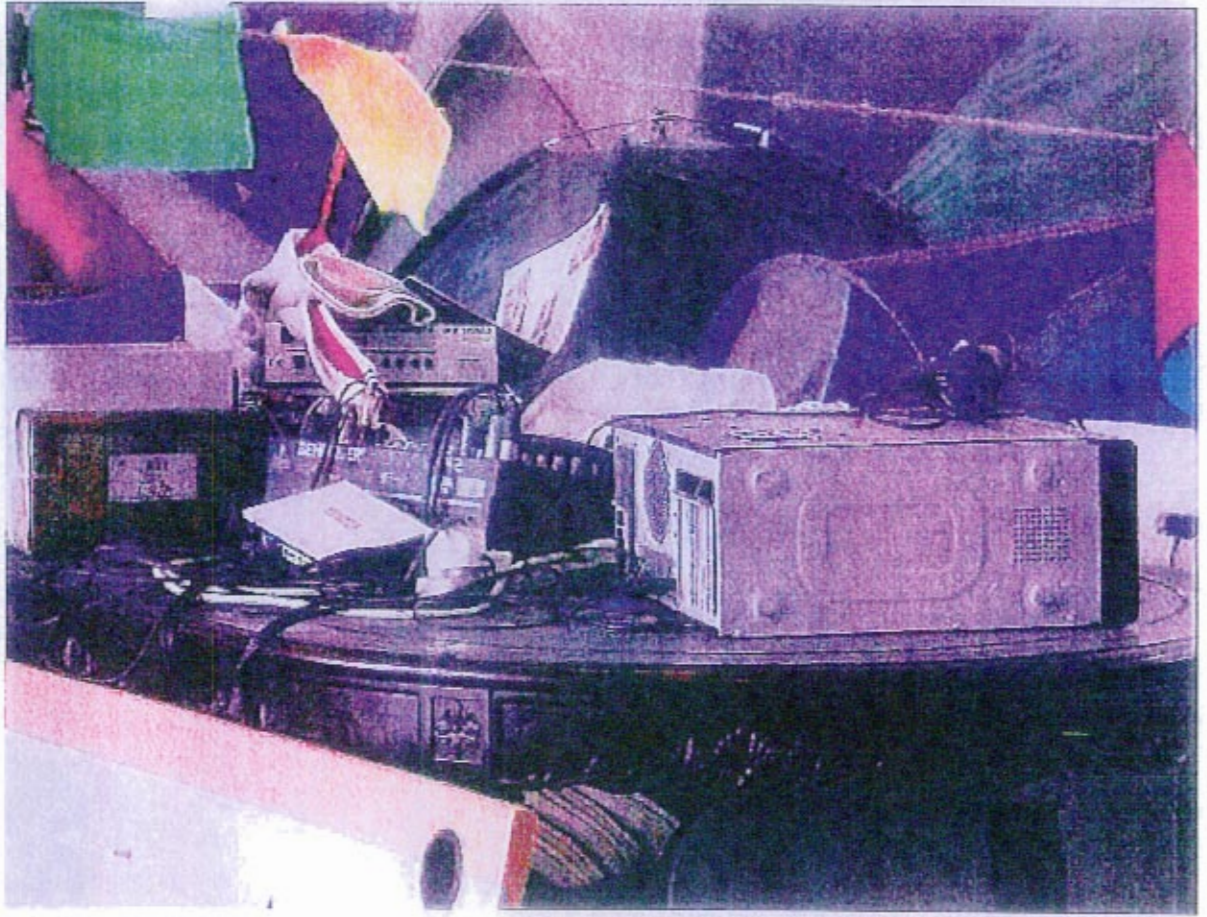


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## #OP-Central Hong Kong

「佔領中環」 共治社區

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### 關於我們 About Us

Like 7 people like this.

Tweet 0

我們對於資本主義十分不滿

我們響應全球的佔領運動 現在我們聚集在中環

討論一下對於反抗資本主義有什麼方法

We are discontented with capitalism

We respond to the global occupying movement so now we are together in Cental

Discussing how to strike against capitalism

朋友啊

作為一個受壓迫的人

作為一個勞動者

作為99%的人

Dear Friends,

Being a suppressed,

Being a working,

Being one of the 99%

我們都在同一個階級 有著同一樣的敵人 - 資本主義

We are in the same class having the same enemy- capitalism

我們聚集在中環匯豐總行下面

加入我們一起吧!

We gathering under the HSBC headquarter in Central

Join us!

如有任何需要, 例如組織活動, 可發電郵到occupy.central.hk@gmail.com

If you need anything, eg. organizing activities, please send an email to  
occupy.central.hk@gmail.com

0

佔領香江何堪勝付

總裁  
王冬勝

先生

Spring Is  
Return.

Blossoming

Flower Tell

us We Have A New  
World

中國山河壯闊，細心遊樂，二十年都未足夠，而八大區名菜 (eg. 廣、川、京、湘等)，無論養生或品嚐，都可令生活幸福。

鳳城酒家百多年承傳，我有鳳城酒家的親戚師傅，考到御廚，而春季不妨吃焗布甸，海鞭魚 (要訂)，菜瓜魚片湯，叉燒酥、粉菓等，正宗的譚國景、譚國俠師傅仁風高繫，獻技於太子 (W2381 5261) 友北角。

佔領香江何師傅

基層員工，建設香港多年，  
過年過節，中國人優良傳統，  
問候發放或安排，令他們  
知道社會尊重與關懷，是一  
代傳一代的優良傳統，而春  
天能組織他們郊遊（eg 城川水塘  
大城石澗段），商德文化，澤  
於蒼黎，而秘書和接待處代  
表聯繫，企業形象，至關重要  
，國際風雨三年，是重建  
和恢復 HSBC 形象的特機  
了，遊艇及渡假屋約有空

位，一來他們同往大家可  
互相照應，而基層和聯繫人  
員之愉快態度，是滙豐大家  
庭的核心動力。

佔領香江

主事人 何魏勝  
(何師傅)

97年有通知金管層索跟斯衝擊  
比火車環而在金融海嘯前發表  
友黃冠一，滙豐金融 Jack Jan



鳳城酒家  
Fung Shing Restaurant

馳名雞炖翅 脆皮炸子雞

正宗  
順德名廚

九龍旺角彌敦道749號一樓至二樓  
(太子地鐵站C1出口)  
749 Nathan Road, 1F-2F, Mongkok, Kowloon.

電話：2381 5261  
2380 7502  
傳真：2395 0952

香港北角渣甸道62號一至二樓  
62 Java Road, 1F-2F, Northpoint, Hong Kong.

電話：2578 4898  
傳真：2578 5238

特選豪華宴

鴻運原隻乳豬 (特上)  
二大熱軍  
百花鮮蟹拑  
生炒响螺片  
肘子炖鮑翅 20兩  
清蒸海東星  
上湯焗龍蝦  
蠔皇鮮鮑片  
脆皮龍江雞

瑤柱蛋白菜粒炒飯  
白菜水餃麵  
蓮蓉西米燴布甸  
奉送美點或桃飽  
合時鮮果

每席 \$ 8,280  
加一服務費  
請早預訂



全  
包  
宴

### 龍鳳呈祥

三  
大  
熱  
菜

紅透半邊天  
沙律鍋貼明蝦  
鳳柳花枝片  
瑤柱竹筴時蔬  
原隻雞炖翅  
滑蒸大海班  
螺片扣鵝掌  
脆皮炸子雞

鮮荷葉飯  
雙喜伊麵  
精美甜品  
奉送美點或桃飽  
合時鮮果

每席 \$ 4,480  
內包嘉士伯啤酒四罐  
可口可樂汽水八罐  
加一服務費

全  
包  
宴

### 如意吉祥

金錢雞拼乳豬生腸  
淮杞燉螺頭  
鳳爪  
炒螺片拼鍋蝦  
古法炆龍躉翅  
脆皮炸子雞  
鮮蟹肉時蔬

鮮荷葉飯  
雙喜伊麵  
蓮蓉西米燭布甸  
奉送美點或桃飽  
合時鮮果

每席 \$ 4,880  
內包嘉士伯啤酒四罐  
可口可樂汽水八罐  
加一服務費

手牽手 心連心  
寒送暖 中國心

佔領香江 何師傳





**Letter to HSBC Chief Executive Peter Wong Tung-shun**

**"Spring is return. Blossoming Flower tell Us We Have a New World"<sup>1</sup> from Occupy Hong Kong He Yao Sheng (何耀勝)**

Chinese mountains and rivers are magnificent. Even if you travel with care, twenty years are still not enough, and the famous dishes of the 8 major regions (e.g. Guangzhou, Sichuan, Beijing, Hunan etc), regardless of health or taste, can still make life happy.

Fung Shing Restaurant has more than a hundred years of heritage; I have a relative who is a chef at Fung Shing Restaurant, who got into the imperial kitchen. While in spring you may wish to eat baked pudding, "sea whip" fish (海鞭魚) (prior booking required), fruit melon and fish filet soup (菓瓜魚片湯), char-siu puff pastry, "Chiu Chow dumplings" (紛菓) etc. The authentic chefs Tan Guojing (譚國景) and Tan Guoxia (譚國俠) have a benevolent style of high culinary art and they have displayed their skills at Prince Edward (telephone number 23815261) and North Point.

Occupy Hong Kong Master He

Grassroots workers built Hong Kong for many years. During Chinese New Year and other festivals, Chinese people's fine traditions, greetings or arrangements make they understand social respects and cares. This is a fine tradition passed on from one generation to another. During the spring, they can organize their outings (e.g. Shing Mun Reservoir, Dai Shing Stream Area), culture of business ethics, and be benevolent to the people. The secretary and reception represent connection. Corporate image is crucial. International turmoil for two, three years, is a crucial time for HSBC to rebuild and restore its image. If there are spaces in the yachts and holiday houses, they can live together and we can take care of each other. The pleasant attitude between the grassroots and contact persons is the core power of HSBC's big family.

Occupy Hong Kong  
Leader/Principal He Yao Sheng (何耀勝)  
(Master He)

In 1997, there was a notification to the Monetary Authority that Soros attacked Hong Kong . Before the financial tsunami, there was an announcement of the domino theory, you can refer to Tan Shao Xing (譚紹興) and Huang Guan Yi (黃冠一) and HSBC Finance Jack Jam.

**Hands holding hands, hearts connected  
Delivering warmth to the Chinese heart in the cold**

Occupy Hong Kong  
Master He

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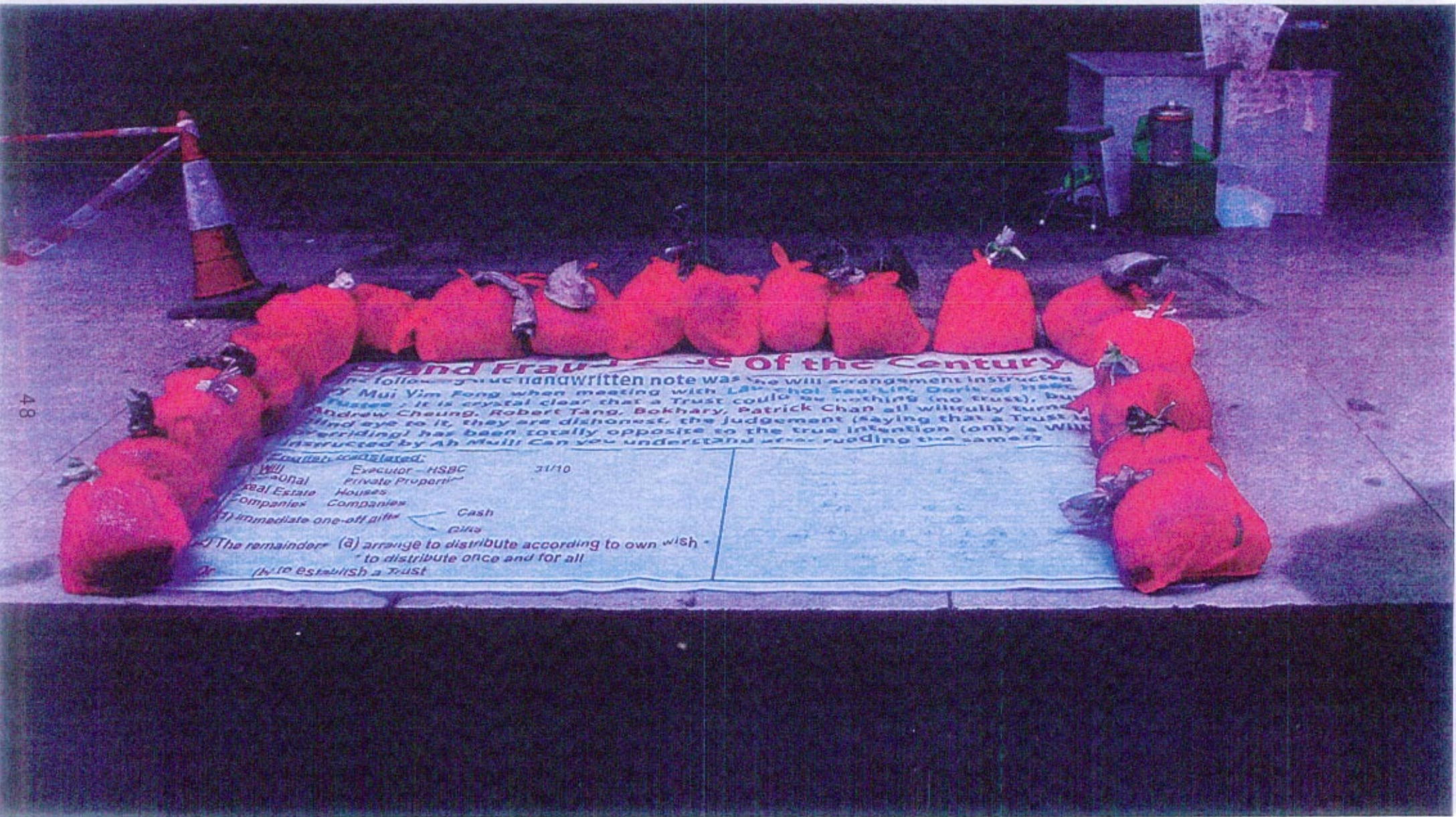
<sup>1</sup> Note: this is the exact English title written by He Yao Sheng.

**Grand Fraud Case of the Century**

The following handwritten note was the will arrangement instructed by Mui Yim Fong when meeting with LA<sup>Y</sup> Choi Sau Lin, Clerk of HSBC Trusts. It is crystal clear that a Trust could be nothing (no trust), but Andrew Cheung, Robert Tang, Bokhary, Patrick Chan all willfully turned blind eye to it, they are dishonest, the judgement (saying that a Trust is overriding) has been totally opposite to the true intention (only a Will instructed by Ah Mull! Can you understand what I'm ridding the same?)

Will	Executor - HSBC	31/10
Personal	Private Property	
Real Estate	Houses	
Companies	Companies	
(1) immediate one-off gift	Cash	
	Gifts	

The remainder (a) arrange to distribute according to own wish - to distribute once and for all  
 or (b) to establish a Trust





...with the ... arrangement to ...  
... could be ... the ...  
... Patrick Chan ...  
... the judgement ...  
... to the true intention ...  
... to stand after reading the same

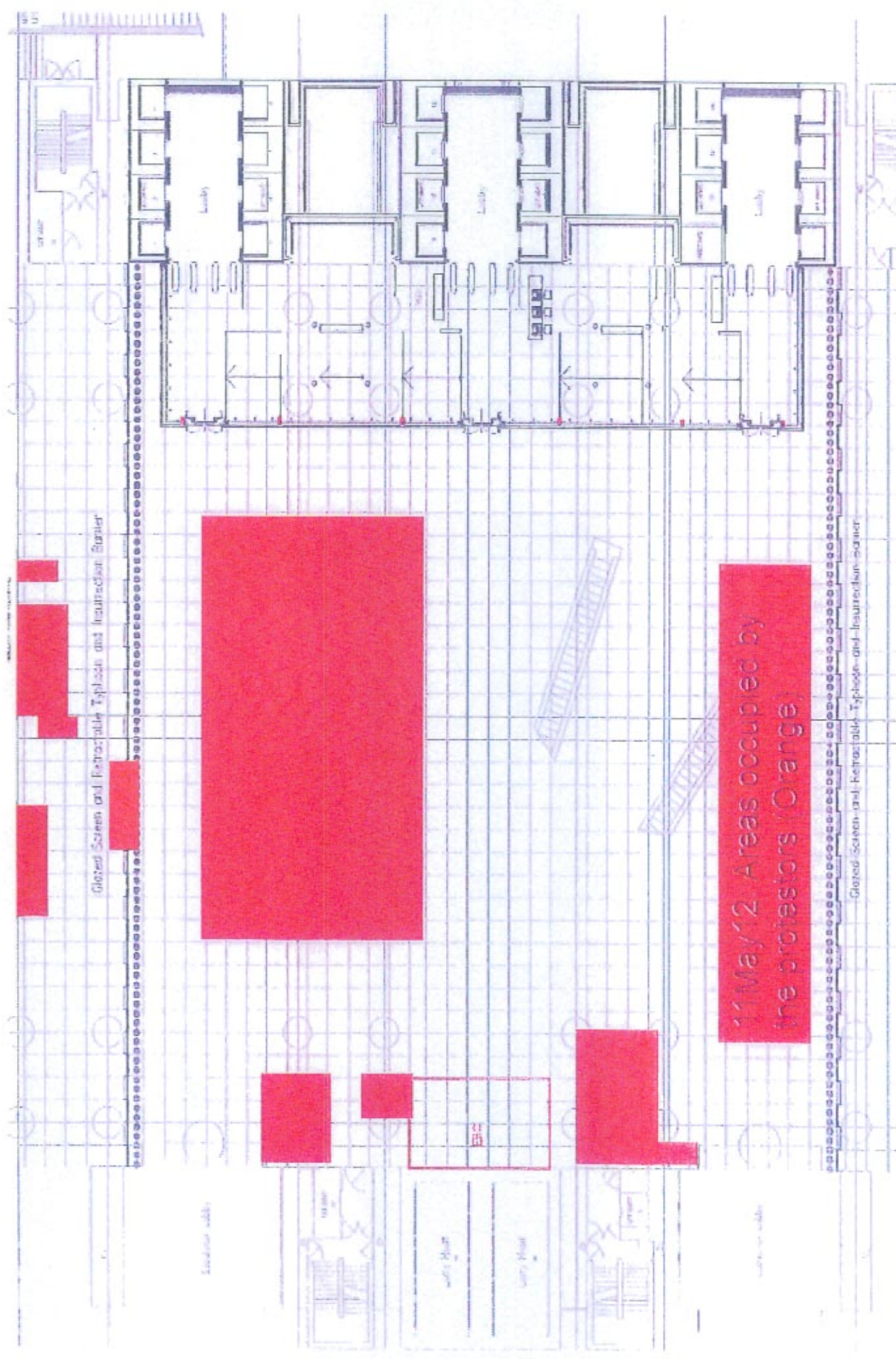
(d) Length of Occupation

Details refer to daily reports.



RESTRICTED





Glazed Screen and Retractable Typology and Insulation Barrier

11 May '12. Areas occupied by the protestors (Orange)

Glazed Screen (and) Retractable Typology and Insulation Barrier



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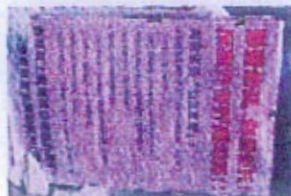
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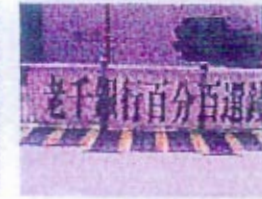
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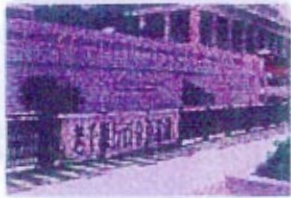
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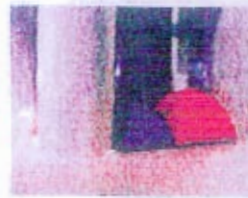
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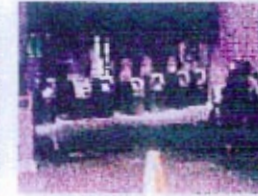
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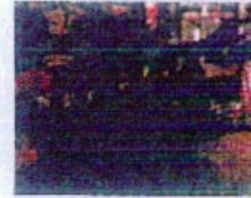
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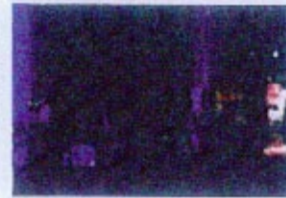
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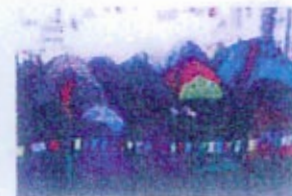
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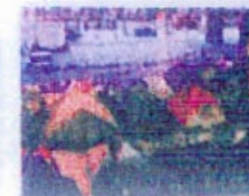
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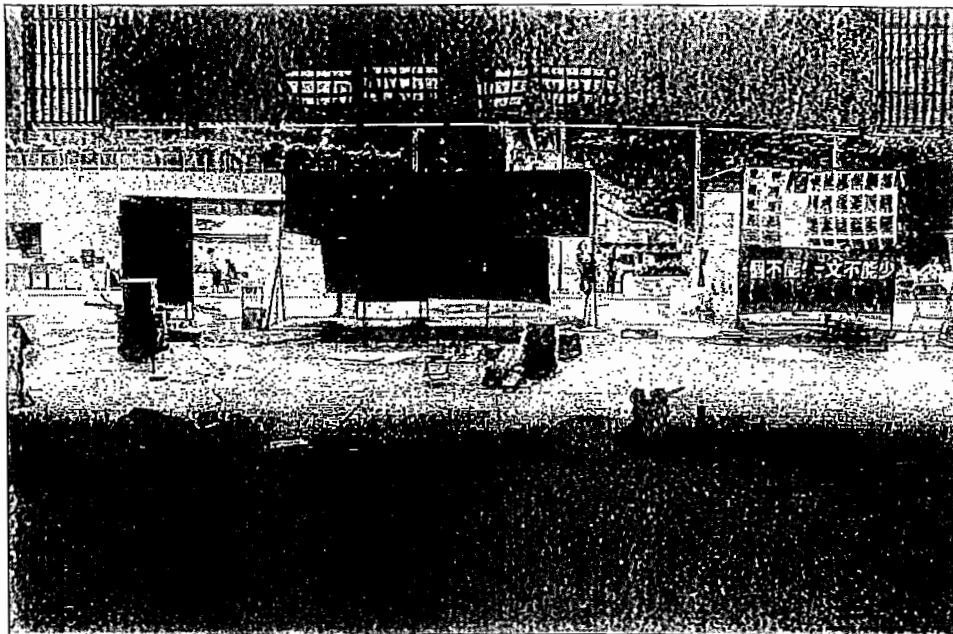
佔領第九天-社區生活(上午-下午時段) Life in the Community on the 9th Day  
(morning to afternoon)

Posted on 24/10/2011 by #OP-Central Hong

Kong<http://occupycentralhk.com/?paged=4>

又是新的一日，今天已經是第九天，佔領的人也愈來愈多。

It's the 9<sup>th</sup> day. There are more and more participants.



有些人，還在睡覺，開會太累了。

Some were still in bed due to the tiring assembly last night.



有些起來後，聚在一起聊天，畫畫。

Some woken-ups were chatting or drawing.

RESTRICTED



今日要和菲律賓的朋友們一起共用這個空間。  
We shared this space with Filipino friends today.





煮食組在煮午餐了。

The cooking team was preparing lunch.



另外一邊，有 yoga 工作坊，yoga 老師教我們 yoga，身體健康很重要。

On the other side there was a yoga workshop. Physical health is also important.



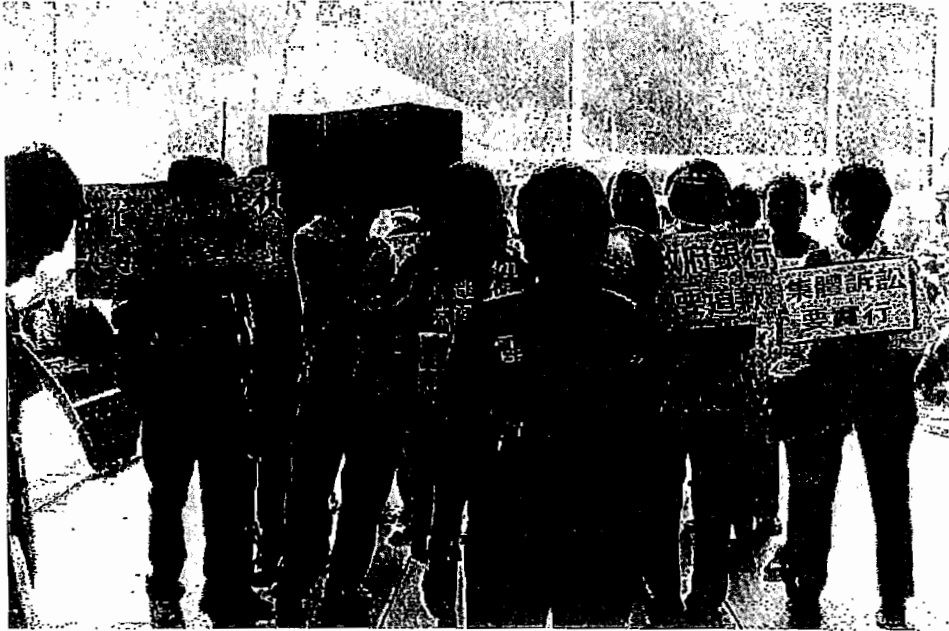
大家很認真在做。

Everyone was following the yoga teacher's instructions seriously.



同時，雷曼苦主有示威行動。

At the same time, Lehman Brothers Victims were going on a protest.

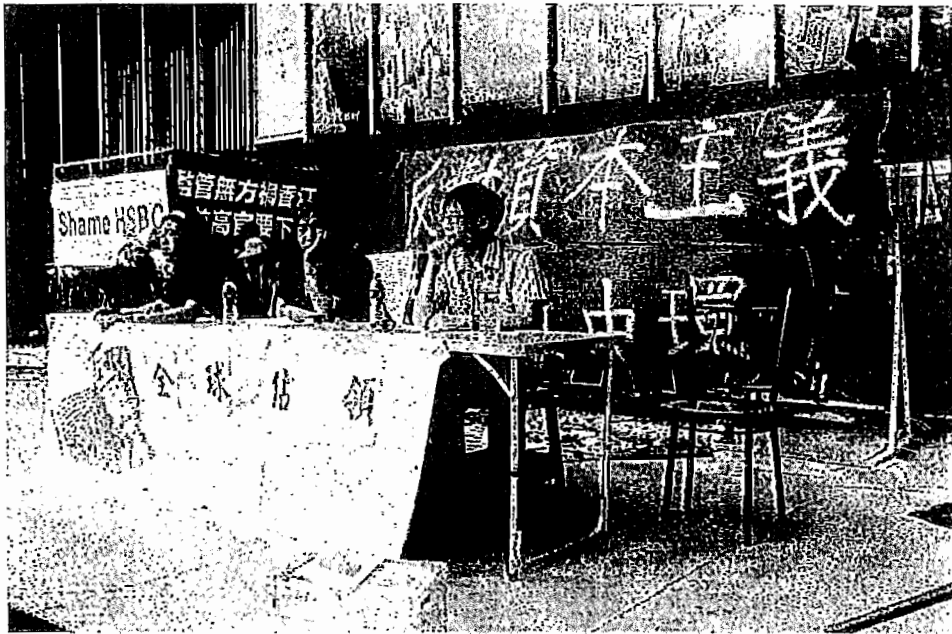


下午三點，資本主義論壇開始。講者有長毛梁國雄立法會議員，覃俊基左翼 21 成員，

陳敬慈香港城市大學助理教授，探討一下資本主義制度的核心問題是什麼？我們為什麼反資本主義？反對資本主義，那我們有什麼出路？

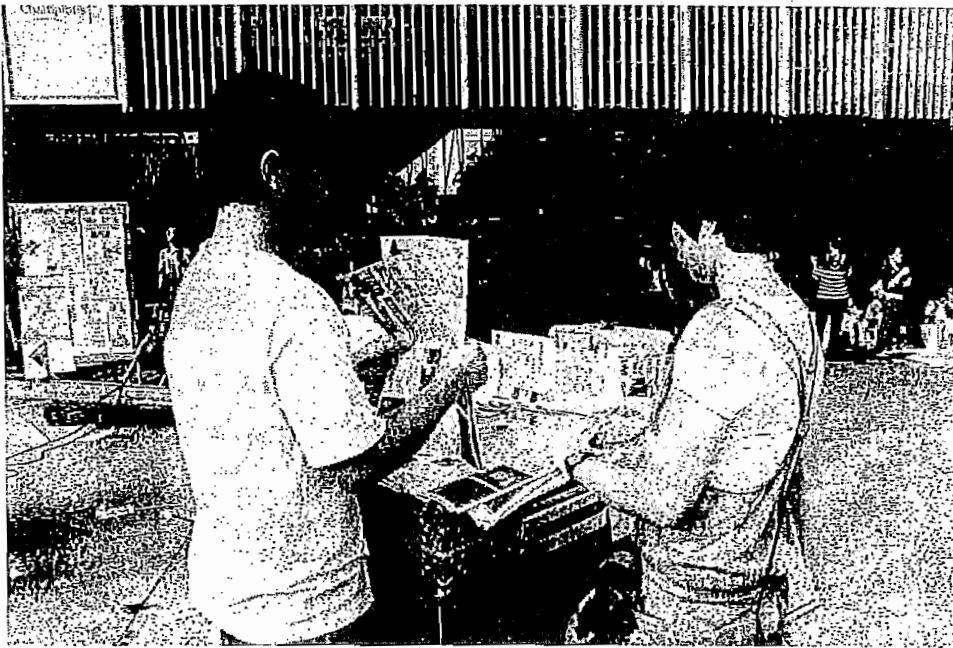
The Against-capitalism Forum began at 3pm. Legislative Councilor Longhair Leung Kwok Hung, Left21 member Ka Chun Kei, and City University of Hong Kong Associate Professor Chan, Chris King Chi were the speakers.

The core problems of the capitalist system, the reasons for anti-capitalism, and the alternatives other than capitalism were discussed.





我們還印了一些單張和小冊子派給途人看。  
We also printed leaflets and booklets for the passers-by to read.



佔領第八天-社區生活 Life in the Community on the 8th Day

Posted on 24/10/2011 by #OP-Central Hong Kong

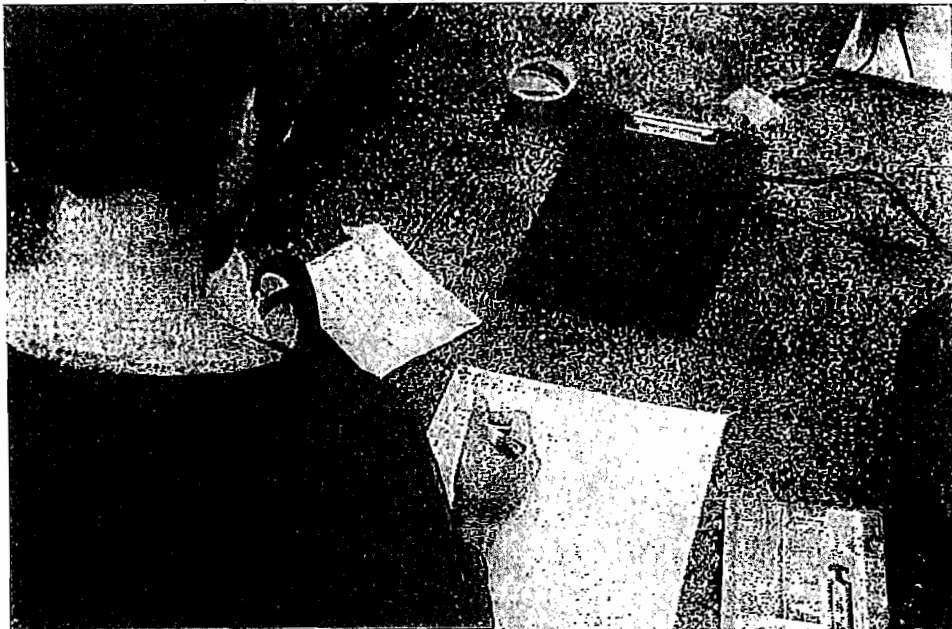
<http://occupycentralhk.com/?paged=5>

下午例會時間，我們圍圈一起討論如何處理一些社區的實務問題。

We formed a circle to discuss some practical issues in the community during the afternoon assembly.



37  
2





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這是同意

的手勢，所以說一致通過議程了。

This is the gesture for "agree". Here the agenda was passed without disagreement.

午會的時候說到詢問處人手不足的問題，我們嘗試把詢問處成爲一個可以舒服地聊天的地方。

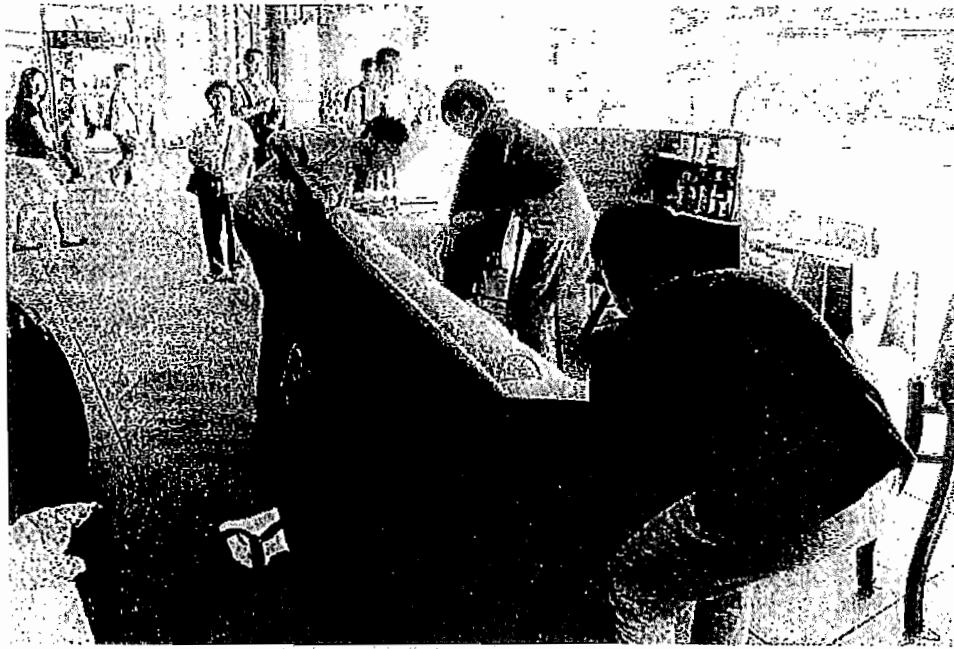
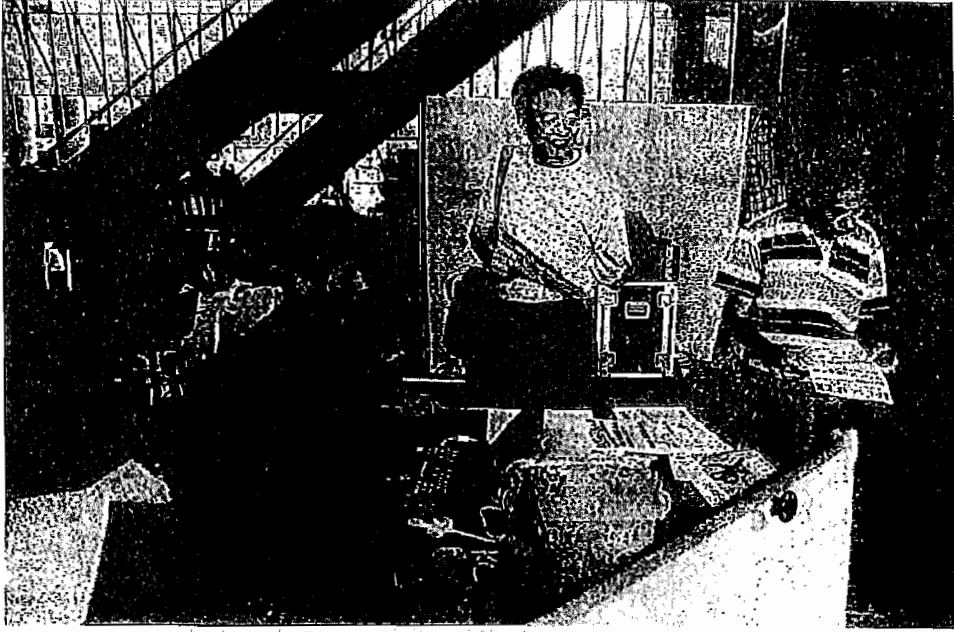
We had mentioned that the Reception Counter lacked staff during the afternoon assembly. We were trying to make the Reception Counter into a place in which people can talk comfortably.



我們把圖

書館的 sofa 搬過去，這樣就不會沒有人在那了。

We moved a sofa from the library to the Reception Counter, so that somebody would be there always.



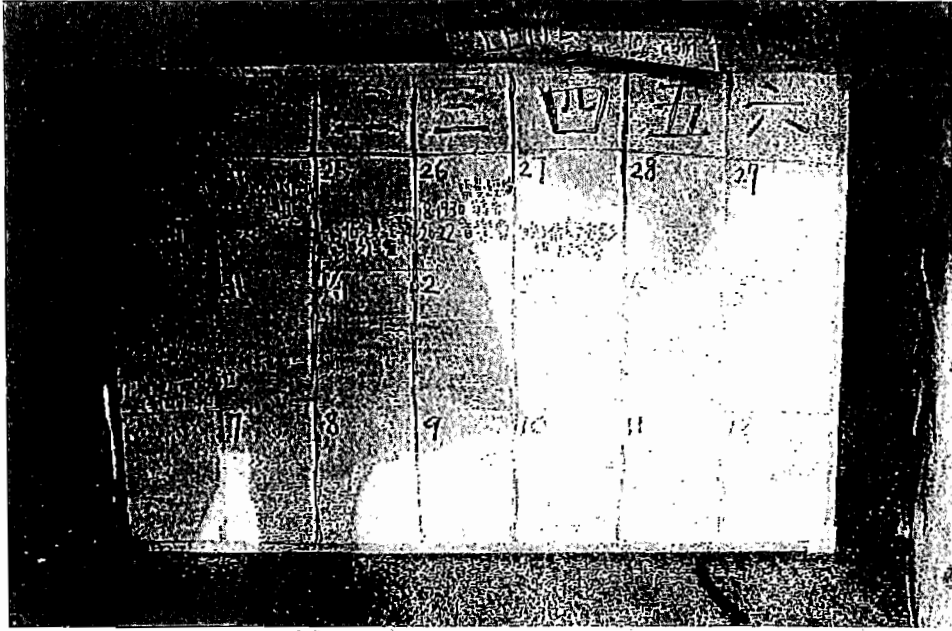
還放了一些 banner 給途人看。

We put down some banners for the passers-by to see.



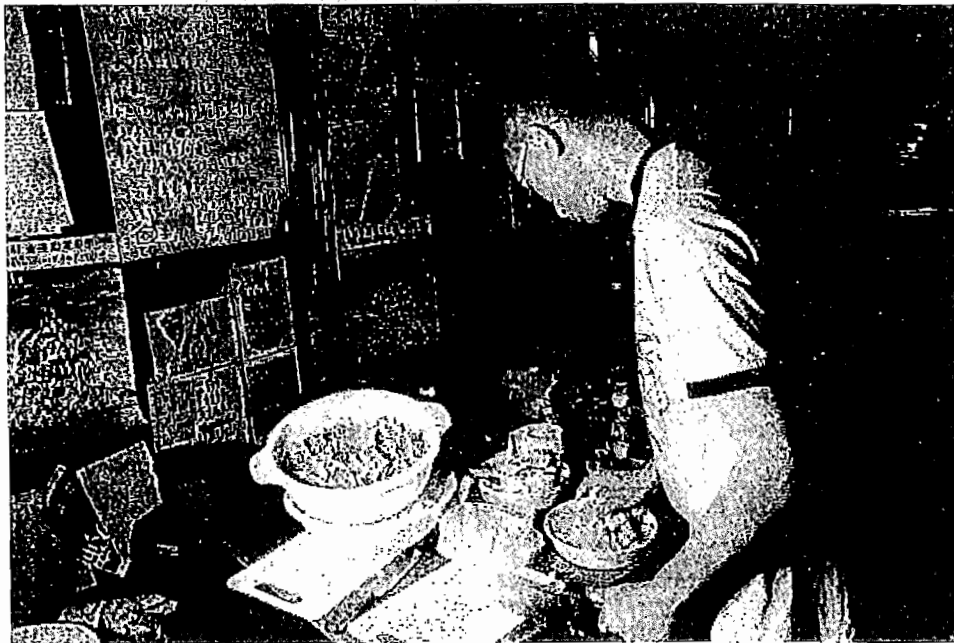
另外，也放了未來一星期的活動時間表在詢問處，大家經過都可以看看將會有什麼活動進行。

Also, we put the schedule of the events in the coming weeks at the Reception Counter, so that people would know what activities would be held.

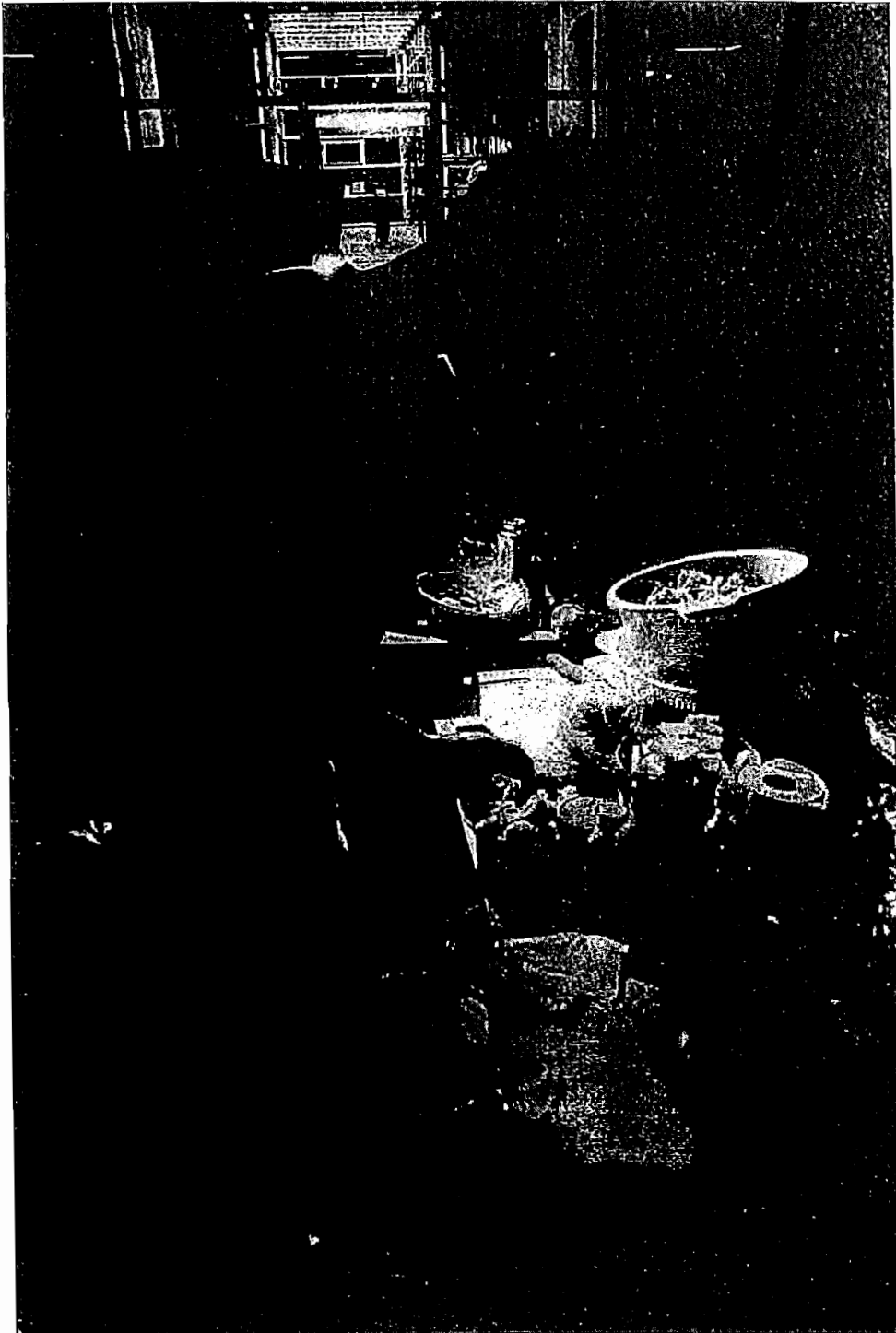


天夜了，煮食組忙著為大家烹調美食。

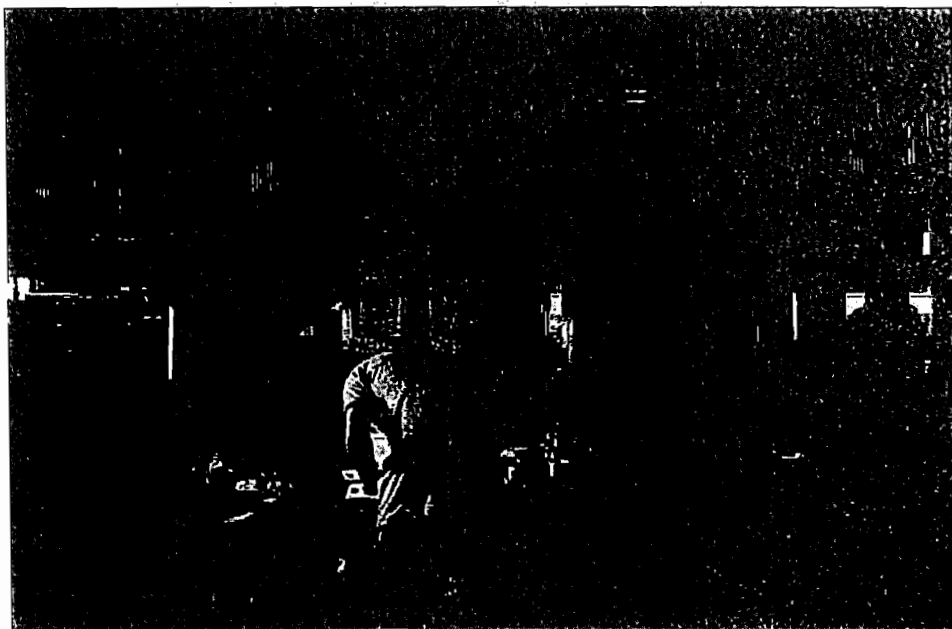
It was getting dark.. The cooking team was busy preparing a delicious meal.



8 398



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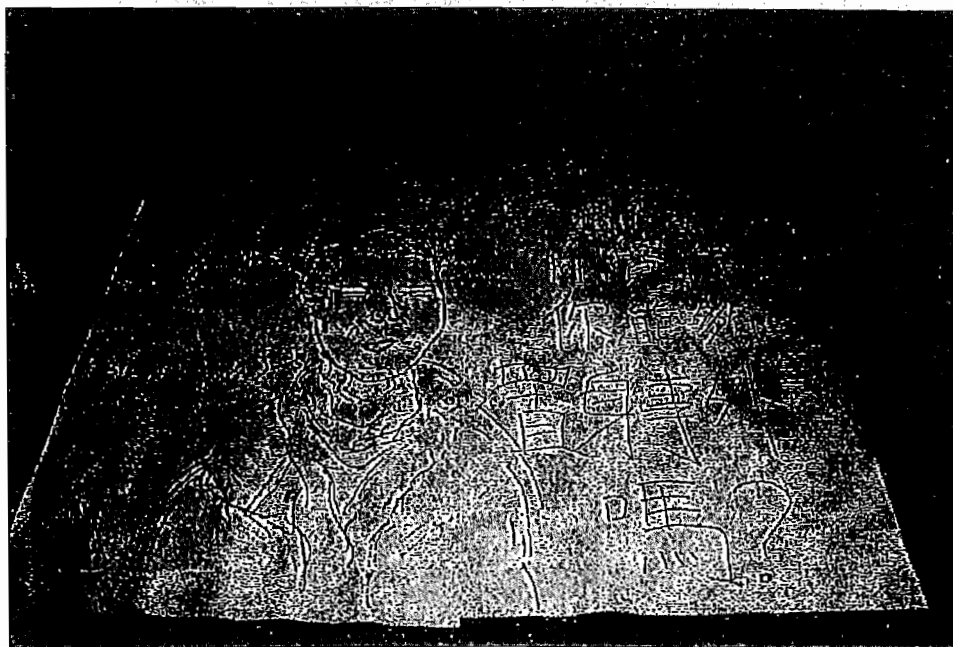
爲了我們的旗幟再明顯一點，有些朋友搭了一個鐵架，用來掛大 banner。  
To make our stand-point more clear, some friends built an iron rack for hanging large banners.





99%路過的朋友，你覺得，你能夠置身事外嗎？

Friends passing by, you are the 99%. Do you think you can stay out of this?



晚飯過後，就開始宇宙大會。

The universal assembly began after dinner.



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12



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活動回顧：《出賣牙買加》放映及討論

<http://occupycentralhk.com/>

Posted on 16/12/2011 by #OP-Central Hong Kong



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2

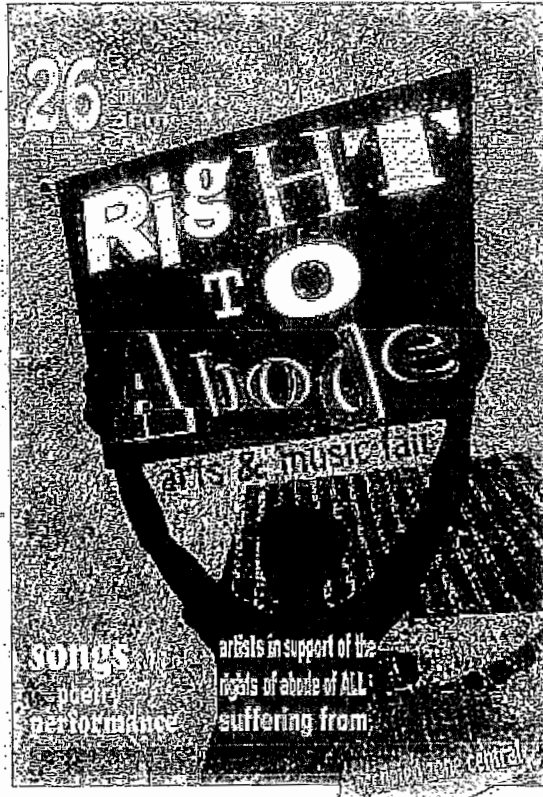


RESTRICTED

53

# 居港權音樂藝術聚集 The Right TO abode music & arts fair

Posted on 26/02/2012 by occupycentralhongkong



<http://occupycentralhk.com/>

時間 time: 3:00pm

地點 location: 中環滙豐銀行, 佔領中環

Central HSBC, Occupy Central

=====

english follows –tagalogsumusunod–bahasaindonesiaberikut

=====

## 邀請參與

居港權音樂藝術聚集,是為支持近日極具爭議的居港權抗爭而舉行的活動.亦即港府第三次侵犯居港權的事例.活動由甘神父及藝行者連涅(lenny)聯合舉辦.此活動期望以藝術行動型式顯視港府以行政手段進行壓制的不公義.

我們夢想這是一個,願意與在地爭取權利的的朋友們團結一致的藝術家們,發表他們的歌曲;詩賦及演出的活動.我們邀請藝術家;詩人及行為藝術家前來參與這次活動.



# 「佔領中環：自由學社」一下星期開學喇！

Posted on 19/02/2012 by occupycentralhongkonghttp://occupycentralhk.com/

**佔領中環**

二月 20	二月 21	二月 22	二月 23	二月 24	二月 25
	4:30-6pm 本能·擦磁				2pm 說說刀架研習小組 2:30-3:30pm 本能·擦磁 5:30 「他感」(TA) (6) 初階研習班
二月 26	二月 27	二月 28	二月 29		三月 10
1pm Self-Developing Black & White Film 2:30-3pm 自製木炭畫設計 欣賞(Ginger Aie) 3:30-5:30pm 不是 一個人寫的 微型小說工作坊		7:30pm Flash Projection 教學	7pm 從法語文化看社會公益		4 pm Anyone can play 給他玩
三月 24	佔領中環				
10-12 am 原團協展	佔領中環				

**OCCUPY CENTRAL FREE SCHOOL**

有興趣的朋友請電郵至：[freeschool\\_oc@gmail.com](mailto:freeschool_oc@gmail.com)  
 fb群組：<http://www.facebook.com/groups/288631577851924/>  
 如果你還有其他想教、想學、想開課的課程，歡迎隨時寄給我們，我們會按功能組及課表去公佈。

自由學社，經過開學禮和網上募集，匯聚了各位擁有不同經驗／興趣／學識／技能／異能的朋友，即將在佔領中環開始一連串教和學的實驗。頭炮有周可凡帶領的「手療班」，和 heyo 的 hip hop 班（下周二開始），接著就有微型小說創作、



◦ What's New

- 大聯盟特稿
- 大聯盟影音區
- 雷曼產品
  - 迷你債券
  - 星展星債
  - 精明債券
  - ELN
  - 蜜源
  - 神州
  - 袖珍
  - CMS
  - PPN
  - SPARC

- 107 條法例
- 「司法覆核」
- 致中央信
- 美國集體訴訟
- 立法會雷曼小組

下載表格:  
司法覆核窮譯表格  
星展苦主聯合自救組表格  
加入雷曼苦主大聯盟  
會員登記表  
捐助表格

Total Visitor  
3441426

重要公佈

1 28-May-12 2012.05.27

各苦主如有需要助請聯絡電郵本會 lbvweb@gmail.com 或 郵寄 GPO Box 5637 Hong Kong

# 重要通告

延宕了四年的立法會研究雷曼迷債  
小組將於6月6日提交研訊報告:

四年追討,證據確鑿,無能政府,欠缺交代

!!沉冤未雪,雷曼未解決!!

!!永不放棄,追究責任!!

!!公開真相,還我公道!!

冷血任志剛 卸責曾蔭權

龜縮曾俊華 推莊陳家強

公義未伸張 雷曼未解決

!!幾年怒火齊爆發!!

!!已賠未賠齊出來!!

呼喚所有雷曼苦主,已和解及未獲賠償及追尾數的苦主,  
齊集新立法會,見證這個重要時刻.請各位儘早向你的  
僱主,請假一天,出席這個大行動及記者招待會.

日期: 2012年6月6日(星期三)

時間: 10:00am 至中午12時 地點: 新立法會大樓

行動: 聲討無能政府,中午12時遊行到特首辦公室,金管局和證監會, 至中環匯豐總行

時間: 3:00pm 至 4:00pm 地點: 中環匯豐總行營地

行動: 記者招待會

**Translation of notice posted on Lehman Brothers Victims Alliance website (<http://www.lbv.org.hk/>) on 27 May 2012**

### **Important notice**

The Legislative Council Subcommittee to study issues arising from Lehman-related Minibonds and Structured Financial Products will present their report, which has been delayed by 4 years, on 6 June.

After 4 years of chasing, even with solid evidence, the incompetent government has still not made any explanation.

The justice has not been upheld. Lehman has not been resolved.

Never give up. Seek accountability.

Reveal the truth. Seek justice.

Joseph Yam is cold blooded. Donald Tsang, John Tsang, and Ceajer Chan are avoiding responsibility.

The justice has not been upheld. Lehman has not been resolved.

Years of accumulated anger will now be released.

Both those who have been compensated and those who have not should come.

We are now summoning all victims of the Lehman incident, including all those who have received compensation, those who have not received compensation and those who are still claiming for their remaining balance, to gather at the new Legislative Council. Do not miss this important moment. Please apply for leave from your employer to take a day off from work to attend this big event and press conference.

Date: 6 June 2012 (Wednesday)

Time: From 10:00 am to Noon  
Action: Denounce the incompetent government  
Venue: New Legislative Council Building

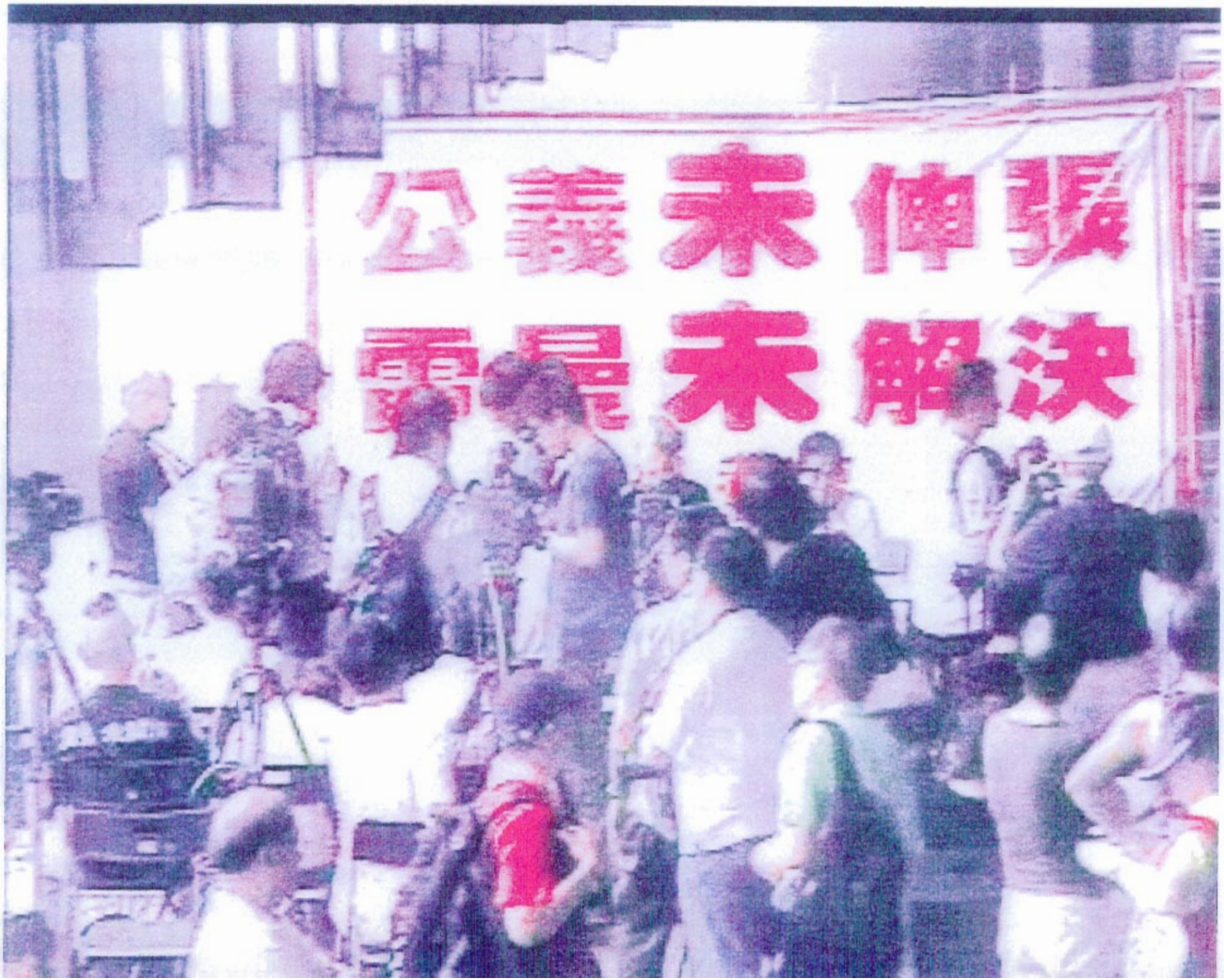
Time: From Noon  
Action: Parade  
Venue: From New Legislative Council Building to, office of Chief Executive, HKMA, SFC and finally to the HSBC headquarters

Time: From 3pm to 4pm  
Action: Press conference  
Venue: The campsite at the HSBC headquarters





張伸未義公  
決未晨雷





RE: Request on Providing Records (Stanley Y L WONG)

638



<ray.kwan@echarris.com> To  
16 Dec 2011 09:49 Mail Size: 23512 cc

Wai Cho Joe LAU/BSE APH/HBAP/HSBC@HSBC03  
Jeff S K YIP/BSE APH/HBAP/HSBC@HSBC03, Stanley Y L  
WONG/BSE AMH/HBAP/HSBC@HSBC03,  
<alain.fang@echarris.com>, <alex-sm.chan@echarris.com>,  
RE: Request on Providing Records

Subject

More Options

Our Ref

Your Ref

Hi Joe,

Since the "Occupy Central" at plaza, several cleaning schedules were affected as follows:-

- o Daily plaza floor cleaning
- o Daily escalator cleaning between plaza and L3
- o Weekly fixture and fitting cleaning at plaza including soffit of escalators and some masts
- o Monthly underbelly (bottom part) cleaning
- o Monthly external glass cleaning at south side catwalk from L3 to L27

After your team negotiated with the protesters, we arranged the typhoon screen maintenance and cleaning at plaza to be carried out from late November to mid December.

I would like to further point out that the cleanliness of the gathering area has deteriorated and granite tiles have been stained without proper cleaning since the commencement of the occupation. Events at plaza are affected. Protestors have further extended their occupied area in the plaza.

Regards,  
Ray

**From:** waichojoelau@hsbc.com.hk [mailto:waichojoelau@hsbc.com.hk]  
**Sent:** Thursday, December 15, 2011 6:14 PM  
**To:** Kwan, Ray  
**Cc:** jeffskyip@hsbc.com.hk; stanleyylwong@hsbc.com.hk  
**Subject:** Request on Providing Records

Dear Ray,

I would like to seek your help on providing records for all those cleaning and maintenance related which ECH was impacted by the "Occupy Central" at the plaza, and the duration should be commenced from the D-day of 15 Oct 2011 till the present.

Feel free to call me at 51129123 for further discussions.

Thanks!

Best regards,

**Joe LAU**  
Guarding Protective Services Manager | HBAP  
The Hongkong and Shanghai Banking Corporation Limited  
SECURITY AND FRAUD RISK ASP

FW: Typhoon Shutter Maintenance (Stanley Y L WONG)

63 9



<ray.kwan@echarris.com> To <HMB.BMO@echarris.com>  
 23 Nov 2011 15:59 Mail Size: 37302 cc <nicholas.mak@echarris.com>, <alain.tang@echarris.com>, <alex-sm.chan@echarris.com>, <leon.lo@echarris.com>, <issnkb01@hk.issworld.com>  
 Subject FW: Typhoon Shutter Maintenance

More Options  
 Our Ref  
 Your Ref

Hi Team,

Please note the revised maintenance schedule below:-

Item	Date	Time	Activity
1	26 Nov 2011 (Saturday)	13:00 to 20:00	Maintenance services of Typhoon Screens (South side)
2	3 Dec 2011 (Saturday)	13:00 to 20:00	Cleaning of Typhoon Screens (South side)
3	3 Dec 2011 (Saturday)	13:00 to 20:00	Maintenance services of Typhoon Screens (North side)
4	10 Dec 2011 (Saturday)	13:00 to 20:00	Cleaning of Typhoon Screens (North side)

Please ask the workers or cleaners to mark off a cordon area during the work to ensure the safety at the plaza.

Regards,  
Ray

**From:** stanleyylwong@hsbc.com.hk [mailto:stanleyylwong@hsbc.com.hk]  
**Sent:** Wednesday, November 23, 2011 12:22 PM  
**To:** Kwan, Ray  
**Cc:** jeffskyip@hsbc.com.hk  
**Subject:** Typhoon Shutter Maintenance

Ray

The protesters agreed to clear space for the maintenance and cleaning of the typhoon shutter on 26NOV & 03DEC. The time slot as agreed is 1300-2000 hrs. The occupiers are quite concerned about their safety at the plaza during the work. Please ask the technicians to mark off a cordon area during the work to ensure the safety at the plaza.

Best regards,

**Stanley Y L WONG**  
 BSE Main Building Officer | HBAP  
 The Hong Kong and Shanghai Banking Corporation Ltd  
 SECURITY AND FRAUD RISK ASP

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Phone. 852 2822 2755  
 Email. [stanleyylwong@hsbc.com.hk](mailto:stanleyylwong@hsbc.com.hk)

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63  
10



**FW: Floor Plan of Plaza**  
peter.lam to: Stanley Y L WONG  
Cc: ray.kwan, honming.kwok, HMB.BMO, jam.cheung

16/05/2012 16:53

History: This message has been replied to.

Dear Stanley,

Schedule of the typhoon shutters on plaza cleaning & maintenance hindered because of the occupation  
(Oct 2011 – May 2012)

ISS _cleaning	Scheduled 12 Nov 2011 19 Nov 2011	Changed 10 Dec 2011 3 Dec 2011
ACME Gondola _ maintenance	Scheduled 11 Nov 2011	Changed 17 Nov 2011

Peter Lam

**EC Harris (Hong Kong) Limited**

BL1, HSBC Main Building, 1 Queen's road, Hong Kong.

Tel: +852 2147 3886  
Fax: +852 2263 7399

**From:** Lam, Peter  
**Sent:** 15 May 2012 12:43  
**To:** 'stanleyylwong@hsbc.com.hk'  
**Cc:** Kwan, Ray; Kwok, Hon Ming; BMO, HMB  
**Subject:** FW: Floor Plan of Plaza

Dear Stanley,

Schedule of the typhoon shutters on plaza cleaning & maintenance list below:  
ISS \_cleaning Of 2012  
June (South), July (North), Aug (South), Sep (North), Oct (South), Nov (North), Dec (South)

ACME Gondola \_ maintenance of 2012  
June (north & south), Sep (north & south), Dec (north & south)

Peter Lam

**EC Harris (Hong Kong) Limited**

BL1, HSBC Main Building, 1 Queen's road, Hong Kong.

Halloween Charity Parade 2011 is  
cancelled.

For enquiry, please contact  
[hsbchalloween@hkcf.org](mailto:hsbchalloween@hkcf.org)

or

67772379 Ms Cheng

萬聖節慈善大巡遊活動已經取消  
如有垂詢可電郵

[hsbchalloween@hkcf.org](mailto:hsbchalloween@hkcf.org)

或致電67772379 鄭小姐



HSBC   
The world's local bank

## HSBC – USE OF THE PROPERTY FOR THE HOLDING OF EVENTS

### 1. Events held on the Property in recent years

2008

Date	Event
28-Mar	Lions HSBC autograph session
12-Apr & 18-Apr	Heap Hong Society Raffle Ticket Sale
15-Apr to 18-Apr	Roving Exhibition at Plaza
18-Oct	The 3rd Tour of Hong Kong Shanghai -HSBC Hong Kong Stage - Cycling Opening Ceremony
19-Oct	The 3rd Tour of Hong Kong Shanghai -HSBC Hong Kong Stage – Departure
25-Oct	HSBC Insurance Halloween Parade
14-Nov	Launch Ceremony of HSBC HKCSS Social Enterprise Business Centre at South Plaza
13-Dec	Company Programme 2008-09 Trade Fair
16-Dec to 28-Dec	"Climate is Changing, Act Now" Exhibition

2009

Date	Event
29-Sep	Halloween Parade 2009 Press Conference
09-Oct	HSBC Insurance Charity Parade 2009
31-Oct	Halloween Charity Parade
12-Nov to 4 Dec	HSBC's The Character of Hong Kong Cartoon Exhibition
20-Nov to 21-Nov	HSBC Diversity Program Fun Day
27-Nov to 2 Dec	Go Green @ School Arts Competition Award presentation and art exhibition
19-Dec	Company Programme Trade Fair 2009-10

2010

Date	Event
26-Feb	HSBC Premier Spring Cocktail 2010
24-Mar to 9-Apr	The Character of Hong Kong Cartoon Drawing Competition - Awards Presentation cum Exhibition
23-Jun	HSBC Business Centre Grand Opening
26-Jul	HSBC 25th Anniversary Exhibition Launch Ceremony



2010 (Continued)

<b>Date</b>	<b>Event</b>
30-Oct	HSBC Insurance Halloween Charity Parade 2010
2-Nov to 4-Dec	Art Exhibition championed by Sandy Flockhart
16-Nov	Operations Santa Claus
12-Dec	14th Tour of South China Sea HSBC Hong Kong Stage
18-Dec	Company Programme Trade Fair 2010-11

2011

<b>Date</b>	<b>Event</b>
12-Jan to 28-Jan	"Save for your dreams" Piggy Banks Design Competition & Exhibition
13-Jun to 15-Jul	Hong Kong Bank Foundation 30th Anniversary "30 Logo" sculpture display and Launch Event
8-Sep to 14-Sep	Hong Kong Bank Foundation 30th Anniversary Finale & Exhibition

2012

<b>Date</b>	<b>Event</b>
---	<i>(No record due to the Occupy Central demonstration at plaza)</i>

## **2. Events proposed to be held on the Property in the near future**

- o HSBC Community NGO Partners Expo Programme – a series of exhibitions over a month where Community Partners can showcase their activities and promote registration of volunteers
- o HSBC Social Enterprise Bazaar Programme – a series of Bazaars over a number of weeks where Social Enterprise organizations can promote their activities and exhibit and sell their wares
- o Junior Achievement Company Programme Bazaar
- o Exhibition of School Children Design Competition



Shame HSBC  
shame on HSBC  
shame on HSBC  
shame on HSBC  
shame on HSBC  
shame on HSBC  
shame on HSBC  
shame on HSBC  
shame on HSBC  
shame on HSBC

Citibank Shame Shame  
花旗製造經驗投資者  
零賠償 還錢  
還錢

18 April 2012

To whom it may concern,

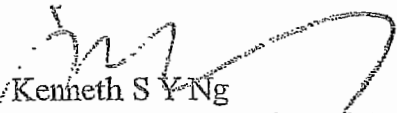
I am writing on behalf of HSBC to request you to remove the temporary structures and certain debris located on the Queen's Road Central side of the plaza beneath the Bank's building.

We are making this request at this time because we are very concerned about the real risk to passers-by, customers and staff of HSBC after the collapse of one of these structures on Monday, 16 April 2012, due to winds. The Hong Kong Observatory continues to forecast squally thunderstorms over the next few days, and therefore, we would like to work with you to remove these potential hazards.

Please contact any member of the Bank staff stationed on the ground floor of our building as soon as possible and by latest midday tomorrow, Thursday, 19 April 2012, to confirm your arrangements and whether you need any assistance from us.

Meanwhile, as leaseholder of the plaza, we reserve our rights in respect of the plaza generally and, given the danger to the general public, we particularly reserve our rights in respect of any hazardous structure in the plaza.

Your sincerely,

  
Kenneth S Y Ng

General Counsel Asia Pacific

The Hongkong and Shanghai Banking Corporation Limited



敬啓者：

基於安全理由，閣下的物品已被移走及由本公司代為保管。如有查詢安排認領，請致電 2822 2345。



**EC HARRIS**  
**BUILT ASSET**  
**CONSULTANCY**

EC Harris (Hong Kong) Ltd  
Building Facility Management Office  
Level 24, HSBC Main Building  
1 Queen's Road Central  
Hong Kong  
t +852 2269 0600  
f +852 2269 0611  
echarris.com

Our Ref.: BNHMB11101

Date: 27 Oct '11

All HSBC Main Building Users,

**Re: Cancellation of Full Evacuation Drill – HSBC Main Building on 27 October '11**

Please note a revision to Building Notice BNHMB1189 & BNHMB1193. Due to the "Occupy Central" demonstration and concerns about the safety of our building users, please note that the full evacuation drill, which was scheduled to be carried out today, **is cancelled**. Details of the rescheduled date will be announced in due course.

Should you require further details or any special arrangement, please call the Help Desk on 2269 0600 or email to [help.me@echarris.com](mailto:help.me@echarris.com).

Please accept our apologies for any inconvenience this might cause.

Yours Sincerely,  
EC Harris (Hong Kong) Ltd.



Alex Chan  
Facility Manager – HMB

<INTERNAL> WHOLLY OWNED OFFICES IN EMEA, ASIA PACIFIC AND NORTH AMERICA

## HSBC Note on Meeting with Occupiers on 29 May 2012

HSBC representatives (the "Representatives"):

- William Chiu (Corporate Sustainability),
- Evon Leung (Legal); and
- Ah Mei (BSE)

Total time spent: about 1.5 hours (starting at around 10:25 am)

**1. The Representatives met with the following "groups" of people occupying the Plaza (the "Occupiers"):**

- (i) People who purported to be members of the "Occupy Central" movement;
- (ii) Mr Ho (demonstrator of a movement named "佔領香江"); and
- (iii) Mr Wong Chung Hang (an elderly man).

**2. The Representatives conveyed the following messages to the Occupiers:**

- HSBC has a long history of holding/staging community and charity events on the plaza. The Bank has planned charity events in the later part of this year, and therefore needs the protestors to voluntarily vacate the plaza area and remove their items and so that the Bank can carry out its plan to stage such charity events.
- The plaza is HSBC's private property.
- The Bank would like to understand how it could help the occupiers or support them in the vacating process, for instance, offer was made to help them to move their belongings to another location.
- Representatives attended with the hope of creating a channel of communication and to facilitate mutual understanding. The Occupiers should feel free to contact HSBC whenever they wish (William gave his name card to them).
- Representatives requested the Occupiers to consider the Bank's request. The Bank's representatives might visit them again to discuss the progress.

**3. Summary of the discussions with each group:**

- (i) Purported members of "Occupy Central" movement who are occupying the main site
  - Representatives sat down and discussed with four persons who came out from their tents (the "Group"). Two of them chain-smoked throughout the discussion:
    - 1. A young lady (Ting Ting), who appeared to be a student of Baptist University, said she represented only herself. Her views were the most radical and she was quite reluctant to discuss.

2. One young man (Adrian or Ah Chun) who gave us his name card and appeared to know quite well what type of community/charity activities that the Bank held on the plaza in the past;
  3. Another young man (Ah Ho?) who said he had a friend who used to work for the Bank's Corporate Sustainability Department (but did not provide the name) and knew someone who applied for donations from the Bank (but did not say if that was successful).
  4. One man in his fifties/sixties, who appeared to be street-sleeper, said he just stayed there the night before but seemed to know the other 3 persons quite well and remained friendly and understanding.
- The Group's responses to the Bank's request are summarized as follows :
- Members of the "Occupy Central" movement in their previous meetings resolved they would not hold any discussion with the Bank. Therefore, at the beginning the Group said they did not think there was anything that they could discuss with the Bank;
  - The Group considered the plaza was a public place and did not accept it was a private property of the Bank. Ting Ting said they did not believe in private ownership so she did not recognize the plaza was the Bank's private property and she said the law supporting the Bank's claim was "your law";
  - Ting Ting said members would need to hold discussions before reaching any collective decision, as "no one here was the boss". However, she said it was unlikely that they would discuss the Bank's request in their upcoming meeting (they hold regular meetings every Tuesdays, Thursdays and Saturdays and more members gathered at the plaza at around midnight in those days) because they have other priorities (such as June 4<sup>th</sup>);
  - The members usually took a long time to resolve issues thus even if they did discuss the Bank's request, it would take them weeks and months to get back to us (Ting Ting later said it took 'at least 2 weeks' and said she might call William);
  - After some kind of 'brain-storming', Adrian proposed perhaps both they and the Bank's events could co-exist on the plaza at the same time. It was proposed that the members of "Occupy Central" could move their belongings to another corner, or maybe they could stay where they were but lower their volume, or maybe the Bank could move its activities to Statue Square, etc.;
  - The Group said they had friends who were connected to the League of Social Democrats (Long Hair's political group). If "Occupy Central"



members wished to gather all their stakeholders to discuss the matter, 'there may be a thousand people.';

- The Group said they did not believe in or resist capitalism (this was triggered when it was mentioned the charity events organized by the Bank supported social enterprises to sell their goods) and they would make a stand;
- The Bank's charity work did not really benefit the most needy and poor in the society. The Bank only made donations to polish its corporate image. The charity who came to the Bank for donations were 'beggars' and the group claimed that 'they were not beggars';
- The Group said the movement did not need any money or 'support' from HSBC; and
- The movement had also been helping the community. Members handed out food to street sleepers in Central. The difference between their approach of helping the community and that of HSBC is that they will not hesitate to make a stand and fight.

(ii) Mr Ho (who occupies a separate corner near ATM).

- The Representatives also sat down and discussed with Mr. Ho :
  - Mr Ho mostly talked about events in his personal history, for example, he said he was connected with senior people at HSBC and that he fought for the well-being of the Bank's employees. He also said he wrote a letter to President Obama and was now writing three books, etc.
  - Mr Ho warned that the protestors were not simple and things might not be what they appeared and the Bank should pay attention. The Representatives thanked him for telling them about his view.

(iii) Mr Wong Chung Hang (who stayed at the desk next to Queen's Road Central)

- After the Representatives notified Mr Wong about the Bank's request, Mr Wong seemed calm and receptive.

#### **4. Observations after the discussion with the Group and Mr Ho:**

- The Occupiers understood the message conveyed by the Bank and the reason why the Representatives were there to talk to them.
- By approaching them and listening to them, the Representatives established some level of friendliness with them (e.g. we waved at each other when we walked past them after the talk. Mr Ho gave us three copies of his portrait with his phone number written on it).
- It appears quite clear that the main group of occupiers is not going to vacate the plaza voluntarily. There was little discussion about how the items on the plaza should be handled.



## 堅守中環 反清場事先聲明

[上一頁](#)

[下一頁](#)

### **Occupy Central 佔領中環**

#### 堅守中環 — 反清場事先聲明

2012年5月29日早上時份，佔領中環首次收到清場的「軟性警告」，三名匯豐銀行的成員非正式地與部份佔領中環的成員商討「自願撤離安排」。他們自稱是慈善部和法律部的員工，向在場的佔領中環成員表示，由於匯豐銀行總行地下，乃屬匯豐銀行所擁有，匯豐銀行期望佔領中環可「讓出空間」，讓他們可「批出」此空地舉辦不同的慈善活動。他們還表示，若佔領中環願意主動讓出空間，匯豐可對佔領中環「搬走」給予協助。

我們事先聲明，我們不會放棄佔領。

2011年10月15日至今，佔領中環已經持續八個月，我們拉起反對資本主義的橫額，在此聚合、討論、共識、分享、行動。在這中環價值的核心地帶，我們嘗試劃出一個「不可能的空間」，令其不再是「有待批

准」的活動場所，為其重新定義。我們在此放置傢俱，搭建帳篷，設立圖書館，嘗試建立共治社區，以及一個反抗的聚腳點。不同的民間團體和對資本主義下的種種制度和現況抱有質疑的朋友，為了實踐理想世界的想像，在佔領中環裡互相認識、在活動裡連結、在討論裡一同思考、在針對資本主義社會不公的行動上互相支援。

除了作為反思和行動的連結點，佔領中環亦是開放、公共的空間。附近的上班族、星期天的外籍家傭、路過的途人、相識的、陌生的，只要你願意進入佔領中環的社區，也可一同參與、分享這裡的佔領經驗，使用這裡的傢俱、閱讀圖書館裡的書籍、分享音樂會裡的音樂、在歌聲中起舞，一同為這片空間創造更多的可能。

我們必需承認，這一切還在萌芽階段：反資的另途生活、反抗者的橫向連結、公共空間的各種可能...。我們在佔領，也同時在學習佔領，實驗尚未結果，革命還未開始。但我們知道，扎根、持續走下去，才有可能，看到反抗的「另途」。

佔領中環不會接受匯豐銀行「自願撤離」的建議，也拒絕接受任何來自匯豐銀行關於「搬走」的協助。若然匯豐銀行採取進一步行動，甚或使用武力來清場，佔領中環成員將會再一次對匯豐銀行總行下的空間進行佔領。佔領中環作為佔領運動的一部份，整個社區的形式及發展也尚未定形，除了星期二及星期六晚上九時的大會、自由學社(**free school**)的活動，及下列的種種，我們還期待更多行動及活動的發生。

我們在此呼籲：所有相信「空間應由自己定義」的團體和個人，一同參與、交流、創造，共同實現反對資本主義的佔領。

有關清場的事態發展，佔領中環將會在大會、專頁和網誌上公佈。各界傳媒如欲對以上事件或佔領中環進行採訪，可聯絡以下成員：  
黃衍仁（電話：9313 1940）／tiv wong（電話：6037 2057）

在「佔領中環」這空間發生過：

10 月

音樂會 / 遊 gig show

音樂會 / Hidden Agenda

音樂堂 / 阿珏

瑜珈工作坊 / 嘉源  
佔領中環論壇:點解要反資本主義? / 左翼 21  
填詞工作坊 /  
佔領經驗分享會 / 左翼 21  
雷曼經驗分享會 / 雷曼苦主大聯盟  
行動中的崇拜 / 一班關心社會的基督徒  
音樂會 / Hidden Agenda  
1936 年西班牙革命講座 / 陳寧  
阿根廷佔廠運動記錄片 / 左翼 21  
中上環導賞團 / 柏齊  
<憤怒之源> 放映 / 社運電影節  
我在佔領中環分享交流會 / 陽光時務 x 佔領中環

## 11 月

禮物經濟通識課 / 許煜  
交流會 / 活化廳 x 我們家 x 佔領中環  
「詩歌佔領中環」朗誦會 / 字花  
快樂廚房 / 香港和平婦女與一代人公社  
動物：資本主義中最弱勢講座 / 動物地球  
社運中的靈性軌跡 / 余在思  
自製薄餅+意粉工作坊 / 小明  
農村武裝青年音樂會 / Hidden Agenda  
「硬食、位置、許願」藝術、詩歌之夜 / one love tribe  
禮物經濟通識課 / 許煜  
禮物墟 / 佔領中環  
「出賣牙買加」放映會 /  
「布爾喬亞重佔城市中心」放映會 / terry  
禁核嘍 HOWL Live / 郭達年

## 12 月

禮物墟 / 佔領中環  
拆禮物音樂會 / 佔領中環  
禮物墟 / 佔領中環

## 1 月

自由學社開幕禮 / 佔領中環  
午夜藍特備吹水會：色慾情陷夜中環 / 午夜藍 x 佔領中環  
BREATH, MOVEMENT & YOGA / One Love Tribe

「告到爛晒」音樂會 / 佔領中環  
「告到爛晒」音樂會 / 佔領中環

2月

居港權音樂藝術聚集 / 甘仔與 lenny

3月

交換故事 / 黃懷琰

4月

自由學社學期中聚會 / 佔領中環

《素人之亂·西日本作戰》放映會 / 江仔  
東亞諸眾峰會:「革命後之世界」/活化廳

5月

國際 OT 日派包行動 / 佔領中環

身體吶喊工作坊 / 這一代的六四

《不是長毛，不是切·古華拉》放映會 / 這一代的六四  
城市烏托邦實地考察 / 香港批判地理學會  
香港可以流浪嗎？吹水會 / 豪仔

6月

流浪看 分享會 / 豪仔

自由學社(Free School)舉辦過的課堂，部分仍在進行中：

本能。療癒

香港 hip hop 簡史與導賞

禮物考察研發小組

甚麼是數學，不如重新認識

沖洗黑白菲林工作坊

不是一個人寫的微型小說工作坊

Flash Projection 教學

從法語文化看社會公義

Anyone can play 結他班

瑜伽伸展

藝術與革命：美學、詩意與起義讀書組(實現會社合辦)

繪畫探討“價值”  
離晒大譜英文班  
「行動者修練」工作坊  
攝影同好吹水會

以往的文章：

佔領中環 - 自由學社聲明

<http://www.inmediahk.net/%E4%BD%94%E9%A0%98%E4%B8%AD%E7%92%B0-%E8%87%AA%E7%94%B1%E5%AD%B8%E7%A4%BE%E8%81%B2%E6%98%8E>

「唔該，請問民主擺係邊？」佔領中環 325 聲明

<http://www.inmediahk.net/%E3%80%8C%E5%94%94%E8%A9%B2%EF%BC%8C%E8%AB%8B%E5%95%8F%E6%B0%91%E4%B8%BB%E6%93%BA%E4%BF%82%E9%82%8A%EF%BC%9F%E3%80%8D-%E4%BD%94%E9%A0%98%E4%B8%AD%E7%92%B0325%E8%81%B2%E6%98%8E>

《要求平反，不如造反》 - 佔領中環六四聲明

<http://www.inmediahk.net/%E3%80%8A%E8%A6%81%E6%B1%82%E5%B9%B3%E5%8F%8D%EF%BC%8C%E4%B8%8D%E5%A6%82%E9%80%A0%E5%8F%8D%E3%80%8B-%E4%BD%94%E9%A0%98%E4%B8%AD%E7%92%B0%E5%85%AD%E5%9B%9B%E8%81%B2%E6%98%8E>

Wall 上的相片 · 昨天 16:16

讚好 · [檢視完整大小](#)

舉報相片



有 144 個人都讚這好。

[檢視較舊的留言](#)

**Salvatore Liu**

兩個問題：1. 請問在佔領中環下放 notebook 仅是为了发表声明和收緊急消息嗎？2. notebook 和 smartphone 就一定是資本主義的標志、資本主義的獨有產物嗎？

昨天 19:47 · 讚好

**Sean Mansi Ng**

我都有 D 好奇 如果佔領中環成員咁懇切地要滅絕資本主義(曾看過咩

資本主義去死吧,直到資本主義消失等等口號)  
但另一方面又話要適應而家生活世界  
其實你可以過番古人生活 古人無電腦 SMART 風都生存到先有後代,  
但高舉反資本主義 又要人番工賺錢養你地(唔係邊樹黎資金)  
又要附近拎水(公廁好體育館好都係資本主義先有) 你生活到而家靠咩  
唔怪你 從明天到永遠你唔好倚靠資本主義 OK? 徹底執行你地既教義  
OK? 否則響作爲一個小市民既我 你所講既野真係毫無說服力  
昨天 20:37 · 讚好

### **Sean Mansi Ng**

你地唔係唔使食飯 只係"唔靠資本主義"去食飯  
即係包括你搵塊田耕下田 去海邊釣魚 靠自己咪得 LAW  
冇 NOTE 卜通知唔到?  
以前 D 人資訊唔發達 新界古時都有人上京考科舉啦 唔通佢地又有得  
上網 CHECK 到考期先出發? 你地有本事棟響 HSBC 底都有人訪問你  
地 你地唔識去周街搵人呼籲?  
我覺得你地真正需要既係說服力 可以身體力行既決心 而家睇唔到  
昨天 20:41 · 讚好

### **Wright Fu**

.都是以一個外人角度，其實以一兩個月前經過佔領中環時的感覺，看到那情景的確很難不讓匯豐做出軟性清場的警告。一方面你們當然要繼續宣揚這些意識形態，但與此同時也要維持該處的環境，以減少匯豐能夠做出清場藉口的機會  
昨天 20:55 · 讚好 · 3

### **Wang Chi Yung Benjamin**

我諗張資本主義=電腦,iPad, iPhone or 現代生活會唔會簡單咗 D? 個問題係究竟而家資本主義可唔可以斷續行落去? 換句話講,以資本去分割社會,用金錢去分配資源可唔可以持續?呢個先係關鍵所在。其實而家西方經濟問題的中心就係資源不均所導致,亦即是說用金錢去分配資源的方法行唔通,係咪要打晒仗,第三次世界大戰,血流成河先承認資本主義行唔通? 先至去討論一個較好的方法去分配資源?  
昨天 21:09 · 讚好 · 3

### **Occupy Central 佔領中環**

**Wright Fu**, 如果衛生問題的話，已改善了不少 :)

**Salvatore Liu**, 是的，用電腦當然不止是做有關佔領中環的事。但又正如你第二條問題指出，我也看不到利用現代科技跟反對資本主義有何矛盾之處。**Sean Mansi Ng Ng** 如果說任何資本主義制度之下生產的都不應該用，那不只是吃的問題，就連要穿的衣都要自己種麻棉、用鐵磨針來縫(還未提在現行環境之下，就算天降一塊田給你種，難保何時要為

「發展」而讓路，就如菜園村、馬屎埔等地方)。

「身體力行」不代表要離開制度。資本主義所帶來的問題不只影響在 HSBC 底下的我們，更是所有無權無勢無產的人。在這篇聲明也有提到，HSBC 底下就是一個可以讓大家聚合的地方，所以我們應當堅守。當然，不是留在這裏便完事，我們也一直嘗試在行動現場把所信的傳給其他人，並且繼續以行動/活動去組織、連結。

11 小時前 · 讚好

### 日青

如果佔領的人沒有電腦沒有手機沒有上網的話，可以想像成佔領人在做想做的事，留返比朋友／記者來報導表達宣傳呼 yu... 而依家呢D 網上對答，可以留返係現場親身溝通。都無話唔得既~~

10 小時前 · 讚好

### Dennis Chau Lok Kan

"資本主義去死吧,直到資本主義消失"等等大概只是一種申訴方式. 背後要表達的我猜是要走向社會主義, 這點不會有很多人反對, 爭論焦點只在如何, 以及到甚麼程度. 我想若果佔領中環是走向社會主義的第一步實踐(我強調是實踐, practice), 那我們該看看, 佔領中環為香港或者中環帶來了甚麼改變.


(1) 佔領匯豐總行地面的公共空間, 目的是"為其重新定義/在此放置傢俱, 搭建帳篷, 設立圖書館, 嘗試建立共治社區". 就功能而言其實這和香港今天的社區中心無異. 分別只在前者是民間發起而後者由政府或 ngo 管理. 縱觀主辦單位張貼出來的活動也似乎無一項是現存社區中心空間所不能滿足. 當然你可以說, 社區中心不會有"城市烏托邦實地考察"或者"從法語文化看社會公義"之類的高層次活動, 但那是發起人問題, 不是空間分配問題. 那請問佔領中環, 從功能(programme)上, 改變了甚麼? 其實沒改變甚麼.

(2) 匯豐總行地面的公共空間, 顧名思義是開放予公眾, 每人均有使用權. 然而當使用變成長期佔領便有爭議了. 回到我一開始的立場, 佔領中環是一種實踐, 也就是說行之有效的話, 這種實踐模式將被推而廣之至香港其他地方, 從而做到走向社會主義, 為香港帶來改變. 但試想像若果所有公共空間均以佔領中環的方式長期佔領, 它們就不再是公共空間, 而是服務一小撮人的空間, 甚至成為私人空間. 在資本主義下, 一個城市裡面的一個空間的擁有權(ownership)需要購買獲得. 而在佔領中環這個實踐下, 一個城市裡面的一個空間則是(a)先到先得, 或(b)妥協獲得. 然而你知道妥協不是那麼容易達成的. 譬如說, 現在匯豐就派人來跟你們妥協, 何以你們又寸步不讓呢? 更何況, 所謂空間的妥協,




常見於很多舊區，例如大牌檔的臨時帳篷。其實不能完全說是資本主義的對立。

由是觀之，佔領中環作為一個實踐，在社會功能上並無帶來新見解，在空間擁有權上似乎並未帶來可行的新方法。當然可以說，它引起了關注。但若果佔領中環僅僅是一場示威，旨在引起關注，博出位，那是相當令人失望的。

9 小時前 · [讚好](#) ·  2

**Nick Chan**

假若要舉行慈善活動，大可以出席大會，跟大家介紹及協調有關活動，不用什麼「自願撤離」！

7 小時前 · [讚好](#) ·  1

**William Constantine**

Don't keep talking legion, if we have a statement already, Why don't make an operations out for support?

Time for fight back the Freedom of places. Make am assembly for keep HSBC-G we don't need to move anywhere.

Call all the people if you are joined in the pass a year. Occupy is a movement! Not a game!

Well Tommy told me the 2.0 of Occupy Hong Kong. But where is the 2.0 then? WTF are the all doing.....

respect to everyone, respect to the simple people. If no more idea are out Occupy will end here"

4 小時前 · [讚好](#)

## **"To defend Central - anti-evacuation declaration"**

### **Occupy Central**

In the morning of 29 May 2012, the Occupy Central Movement received a evacuation "soft warning" for the first time. Three HSBC employees had unofficial discussion with members of the Occupy Central Movement on "voluntary evacuation arrangements". Claiming to be employees from the charity department and legal department, they told the members of the Occupy Central Movement that the ground floor of HSBC headquarters belongs to HSBC and that HSBC expects Occupy Central Movement to "make room" so that HSBC can grant the open space for various charity activities. They also said that HSBC can assist Occupy Central Movement to "move out", if Occupy Central Movement is willing to make room.

We declare in advance: we will not abandon the occupation.

Since 15 October 2011, Occupy Central Movement has continued for eight months. We put up anti-capitalism banners and gathered, discussed, agreed, shared and operated together at this place. At this core area of this Central Value, we attempted to draw an "area of impossibility" so that it is no longer an event venue "pending approval". We redefined this area. We placed furniture, built tents, set up libraries, and tried to establish a common-rule community as a resistance gathering point. For fulfilling the imagination of an ideal world, different public organizations and friends with doubts on capitalist system got to understand each other, to link together through activities, to think through discussions, to mutually support each other in this movement against the injustice of capitalism.

In addition to being a gathering point for the movement and rethinking, Occupy Central Movement is also an open and public space. Office workers nearby, foreign domestic helpers on Sunday, passers-by, acquaintances, strangers can all participate and share the experience of Occupy Central, as long as you are willing to enter the Occupy Central community. You can also use the furniture here, read the books from the library, share music in concerts, dance along to the songs together and can create further possibilities for this space

We must admit that all this is still in its infancy: a different way of anti-capitalism living, horizontal links of rebels, all the possibilities of public space... As we occupy, we are also learning to occupy. The experiment has not yield results yet. The revolution has not begun yet. But we know there is a possibility to see the "another way" to resistance by taking root and continuing the path.

Occupy Central Movement will not accept HSBC's "voluntary evacuation" proposal and will reject any assistance to "move out" from HSBC. If HSBC takes further actions or evacuate the space by force, Occupy Central members will once again occupy the open space at HSBC headquarters. Occupying Central is a part of the occupy movement and the form and development of the entire community have not formed yet. We also look forward to more movements and activities in addition to the General Assemblies on Tuesday and Saturday night 9 pm and Free School activities etc.

We hereby appeal to all those groups and individuals who believe that "space should be defined by itself" to participate, exchange, create together to achieve the anti-capitalism occupation.

The Occupy Central Movement will publish developments on evacuation in the General Assembly, websites and blogs. The media can contact "Huang Yan Ren" (黃衍仁) (Tel: 9313 1940) / tiv wong (telephone: 6037 2057) for interviews in relation to the incident mentioned above or the Occupy Central Movement.

### **Events happened in the space under Occupy Central:**

#### **October**

Concert / touring gig show  
Concert / Hidden Agenda  
Concert Hall / "Ah Jue"  
Yoga Workshop / "Jia Yuan"  
Occupy Central Forum: Why is it necessary to oppose capitalism? / Left 21  
Lyrics Writing Workshop /  
Occupying Experience Sharing Session / Left 21  
Lehman Experience Sharing Session / Alliance of Lehman Brothers Victims  
Worship During Action / A Group of Christians Showing Care for the Society  
Concert / Hidden Agenda  
Lecture on 1936 Spanish Revolution / "Chen Ning"  
Occupying Factory in Argentina Documentary / Left 21  
Tour around Central and Sheung Wan / "Bo Qi"  
"Reasons for the Rage" Film Screening / Hong Kong Social Movement Film Festival  
We Are Occupying Central Sharing Session / iSun Affairs x Occupy Central

#### **November**

Courses on Gift Economy and General Knowledge / "Xu Yu"  
Interacting Session / Wooferten x Our Home x Occupy Central  
Poetry Occupies Central Reading / "Zi Hua"  
Happy Kitchen / "Hong Kong Peace Woman" and A Generation  
Animal: Lecture on the most vulnerable in Capitalism / Animal Earth  
The Spiritual Trajectory of Social Movements / "Yu Zai Si"  
Self-made Pizza + Spaghetti Workshop / "Xiao Ming"  
Armed Youth Concert / Hidden Agenda  
"Art event of performance, music & poetry" / one love tribe  
Courses on Gift Economy and General Knowledge / "Xu Yu"  
Bazaar of Gifts / Occupy Central  
"Jamaica for Sale" Film Screening /  
"The Bourgeoisie Returns to the Center" Film Screening / terry  
Howl HOWL Live / Lenny Kwok

#### **December**

Bazaar of Gifts / Occupy Central  
Opening Presents Concerts / Occupy Central  
Bazaar of Gifts / Occupy Central

#### **January**

General Assembly on the Free School / Occupy Central  
Midnight Blue Chit Chat Group: Sex and the love trap night in Central / Midnight Blue x Occupy Central

BREATH, MOVEMENT & YOGA / One Love Tribe  
"Sue you till the end" Concert / Occupy Central  
"Sue you till the end" Concert/ Occupy Central

### **February**

The Right TO abode music & arts fair / Father Franco Mella and lenny

### **March**

Exchange Story / "Wai Yim"

### **April**

General Assembly on the Free School / Occupy Central  
"Amateur Riot 2 - Battle in West Japan" / "Little Kong"  
East Asia Multitude Meeting: The world after revolution / Wooferten

### **May**

International OT Day Distribution Action / Occupy Central  
Body Crying Workshop / 4<sup>th</sup> of June of This Generation  
"Not Only Long Hair, Not Only Ernesto Che Guevara" Film Screening / 4<sup>th</sup> of June of This Generation  
Site Visits of Urban Utopia / Hong Kong Critical Geography Group  
Wandering in Hong Kong? Chit Chat Group / "Little Ho"

### **June**

Wanderer Sharing Session / "Little Ho"

Some courses that had been organized by Free School are still running:

Instinct . Healing  
Hong Kong hip hop History and Appreciation  
Gift examination R&D group  
What is Mathematics, learning it again  
Wash the black and white film workshop  
Not a person to write micro fiction workshop  
Teaching Flash Projection  
Seeing social justice from the French culture  
Anyone can play guitar class  
Extending yoga  
Art and Revolution: aesthetics, poetry and uprising reading group (The Coming Society)  
Painting explore "value"  
Ridiculous English Class  
Activist training workshop  
Photography enthusiasts chit chat group

Previous passages:

Occupy Central – Free School Declaration

<http://www.inmediahk.net/%E4%BD%94%E9%A0%98%E4%B8%AD%E7%92%B0-%E8%87%AA%E7%94%B1%E5%AD%B8%E7%A4%BE%E8%81%B2%E6%98%8E>

"Excuse me, where is democracy placed?" Occupy Central 325 Declaration

<http://www.inmediahk.net/%E3%80%8C%E5%94%94%E8%A9%B2%EF%BC%8C%E8%AB%8B%E5%95%8F%E6%B0%91%E4%B8%BB%E6%93%BA%E4%BF%82%E9%82%8A%EF%BC%9F%E3%80%8D-%E4%BD%94%E9%A0%98%E4%B8%AD%E7%92%B0325%E8%81%B2%E6%98%8E>

"Redress 4<sup>th</sup> of June, no rebellion" Occupy Central 4<sup>th</sup> of June Declaration

<http://www.inmediahk.net/%E3%80%8A%E8%A6%81%E6%B1%82%E5%B9%B3%E5%8F%8D%EF%BC%8C%E4%B8%8D%E5%A6%82%E9%80%A0%E5%8F%8D%E3%80%8B-%E4%BD%94%E9%A0%98%E4%B8%AD%E7%92%B0%E5%85%AD%E5%9B%9B%E8%81%B2%E6%98%8E>