## The Companies Ordinance (Chapter 32)

Company Limited by Guarantee and not having a share Capital

MEMORANDUM OF ASSOCIATION

OF

# LOK SIN TONG LEUNG KAU KUI COLLEGE PARENTS' AND TEACHERS' ASSOCIATION LIMITED 樂善堂梁銶琚書院家長教師會有限公司

## 1. Name:

The name of the Company shall be "LOK SIN TONG LEUNG KAU KUI COLLEGE PARENTS' AND TEACHERS' ASSOCIATION LIMITED 樂善堂梁銶琚書院家長教師會有限公司". (Hereinafter called "the Association")

## 2. Registered Office:

The registered office of the Association will be situate in Hong Kong.

## 3. Objects:

The objects for which the Association is established are:-

- 3.1 To foster and promote close relationships and better understanding among the parents and teachers of Lok Sin Tong Leung Kau Kui College. (Hereinafter called "the School")
- 3.2 To support, assist and co-operate with the School to achieve its objectives as the Association may think fit.
- 3.3 Any other activities incidental to the objects of the Association.
- 3.4 For the purposes of the Association, to acquire and hold land and immovable property and to sell, develop and maintain such immovable property including the power to demolish and erect new buildings for the purposes of the Association.
- 3.5 To set up and control funds for the purpose of the objects of the Association.
- 3.6 For the purposes of the Association, to take any gift of property, whether subject to any special trust of not, for any one or more of the objects of the Association.
- 3.7 To take such steps by personal or written appeals, public meetings, or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Association.

- 3.8 To print and publish any newspapers, periodicals, books or leaflets that the Association may think desirable for the promotion of the objects of the Association.
- 3.9 For the purposes of the Association, to sell, manage, lease, mortgage, dispose of, or otherwise deal with all or any part of the property of the Association.
- 3.10 To invest the monies of the Association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may from time to time be imposed or required by law.
- 3.11 To establish and support, and to aid in the establishment and support of, any other associations formed for all or any of the objects of the Association.
- 3.12 To affiliate, amalgamate or join with any charitable companies, institutions, societies or associations having objects altogether or in part similar to those of this Association, which shall have powers to restrict the distribution of their profits and assets to members by way of profit, dividend or otherwise at least as great as imposed under Clause 6 of the Memorandum of Association of the Association.
- 3.13 To carry on all other charitable objects as the Committee shall consider to be incidental and conducive to or furtherance of the above objects.

#### Provided that:

- (i) In case the Association shall take or hold any property which may be subject to any trusts, the Association will only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- (ii) The objects of the Association shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
- (iii) The powers set forth in the Seventh Schedule of the Companies Ordinance (Cap. 32) are hereby excluded.

## 4. Limited Liability:

The liability of the members of the Association is limited.

#### 5. Contribution of Members:

Every Member of the Association undertakes to contribute to the assets of the Association in the event of its being wound up while he is a member, or within 1 year afterwards, for payment of the debts and liabilities of the Association contracted before he ceases to be a member, and the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding HK\$1.00.

#### 6. No Distribution of Profit:

The income and property of the Association whencesover derived, shall be applied solely towards the promotion of the objects of the Association as asset forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus, or otherwise howsoever by way of profit, to the members of the Association. Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Association, or to any member of the Association, in return for any service actually rendered to the Association, nor prevent the payment of interest at a rate not exceeding 12 per cent per annum or 2 per cent above the prime rate established by the Hong Kong Association of Bankers whichever is the greater on money lent or reasonable and proper rent for premises demised or let by any member to the Association; but so that no member of the council of management or governing body of the Association shall be appointed to any salaried office of the Association, or any office of the Association paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Association to any member of such council or governing body except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Association provided that the provision last aforesaid shall not apply to any payment to any company of which a member of the council of management or governing body may be a member and in which such member shall hold more than one-hundredth part of the capital, and such member shall not be bound to account for any share of profit he may receive in respect of any such payment.

# 7. Winding Up:

If upon the winding up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Association, but shall be given or transferred to The Lok Sin Tong Benevolent Society, Kowloon.

## 8. Interpretation:

The headings are inserted for convenience only and shall not affect the construction of this Memorandum.

The Companies Ordinance (Chapter 32)

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Company Limited by Guarantee and not having a Share Capital

**ARTICLES OF ASSOCIATION** 

of

# LOK SIN TONG LEUNG KAU KUI COLLEGE PARENTS' AND TEACHERS' ASSOCIATION LIMITED 樂善堂梁銶琚書院家長教師會有限公司

### **INTERPRETATION**

## 1. Interpretation

In these Articles, unless there is something in the context inconsistent therewith:

"The Association" means Lok Sin Tong Leung Kau Kui College Parents' And Teachers' Association Limited 樂善堂梁銶琚書院家長教師會有限公司.

"The School" means Lok Sin Tong Leung Kau Kui College.

"The Committee" means the Committee of the Association.

"Membership Fees" includes fees upon admission and periodical subscription payable by a member to the Association.

"Month" and "Year" respectively means calendar month and calendar year.

"The Office" means the registered office for the time being of the Association.

"The Ordinance" means the Companies Ordinance, Chapter 32, and every other Ordinance incorporated therewith, or any Ordinance substituted therefore and in the case of any such substitution the references herein to the provisions of the Ordinance shall be read as references to the provisions substituted therefor in the new Ordinance.

"The Seal" means the Common Seal of the Association.

"The Secretary" means the Secretary for the time being of the Association.

Words denoting the singular shall include the plural and vice versa. Words denoting the masculine shall include the feminine.

Subject as aforesaid any words or expressions defined in the Ordinance shall (if not inconsistent with the subject or context) bear the same meanings in these Articles.

A Special Resolution shall be effective for any purpose for which an Ordinary Resolution is expressed to be required under any provision of these Articles.

The headings are inserted for convenience only and shall not affect the construction of these Articles.

### 2. Purposes

The Association is established for the purposes expressed in the Memorandum of Association.

#### MEMBERS

#### 3. Number Of Members

The number of members of the Association is unlimited.

## 4. Classification Of Membership

Members shall be divided into the following classes:

- 4.1 Parent Members
- 4.2 Teacher Members
- 4.3 Associate Members

#### 5. Parent Members

Any family of the students of the School shall be eligible to be a Parent Member of the Association. A Parent Member upon admission shall also be required to pay such annual membership fee as the Committee shall from time to time prescribe. A Parent Member shall have voting right at any general meeting of the Association and shall have all the rights, privileges and obligations of a Member of the Association. The membership of a Parent Member shall be for a term of 1 year and shall be renewable by payment of the annual membership fee.

## 6. Teacher Members

The Principal and teachers of the School shall be eligible to be a Teacher Member of the Association. A Teacher Member shall have voting right at any general meeting of the Association and shall have all the rights, privileges and obligations of a member of the Association.

#### 7. Associate Members

Any family of the alumni of the school shall be eligible to be an Associate Member of the Association. An Associate Member shall attend any function of the Association. An Associate Member shall have no rights, privileges and obligations of a Member of the Association.

#### 8. Rules

On the admission of a member, the fact shall be notified to him by the Association and a copy of the Memorandum and Articles of Association and the by-laws of the Association if any shall be given to him. A Member shall upon his admission be bound by all the Rules of the Association.

## 9. Resignation

Any Member may resign from the Association by giving one month's previous notice in writing to the Association.

#### 10. Consultant

The Principal of the School shall be the Consultant of the Association.

#### **GENERAL MEETINGS**

#### 11. Directors

The Directors shall be elected by the Members in general meeting. The duties of the Directors are to open bank accounts and to be the bank account holders. The Directors may or may not be the Members of the Committee. The Clause 6 of the Memorandum of Association is still valid.

# 12. Annual General Meeting

The Association shall in each year hold a general meeting as its annual general meeting in addition to any other meeting in that year and shall specify the meeting as such in the notice called it; and not more than 15 months shall elapse between the date of one annual general meeting of the Association and that of the next. Provided that so long as the Association holds its first annual general meeting within 18 months of its incorporation it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such time and place as the Committee shall appoint.

## 13. Extraordinary General Meeting

All general meetings other than annual general meetings shall be called extraordinary general meetings.

## 14. Convening of Extraordinary General Meeting

The Committee may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened by such requisition, or in default, may be convened by the quorum required for the Annual General Meeting.

#### 15. Notice

An annual general meeting and a meeting called for the passing of a special resolution shall be called by 21 days' notice in writing at the least, and a meeting of Association other than an annual general meeting or a meeting for the passing of a special resolution shall be called by 14 days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business and shall be given in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Association in general meeting, to such persons as are, under the Articles of the Association, entitled to receive such notices from the Association:

Provided that a meeting of the Association shall, notwithstanding that it is called by shorter notice than that specified in this Article be deemed to have been duly called if it is so agreed:-

- in the case of a meeting called as the annual general meeting, by all the members entitled to attend and vote thereat; and
- (b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a

majority together representing not less than 95 per cent of the total voting rights of all the members entitled to attend and vote at that meeting.

#### 16. Accidental Omission

The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

#### 17. Business

All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of the consideration of the income and expenditure accounts, balance sheets, and the reports of the Executive Committee and auditors, the election of Committee Members in the place of those retiring and the appointment of, and the fixing of the remuneration of, the auditors.

## 18. Quorum

No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business and continues to be present until the conclusion of the meeting; save as herein otherwise provided, 40 members or 1/10 of the Parent and Teacher Members or above (whichever is the lowest) present in person shall be a quorum. All the transactions of the business shall be passed by the half of the members present at the general meeting.

### 19. Failure to Muster a Quorum

If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the following 21 days, at the same time and place, or to such other days and at such other time and place as the Executive Committee may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.

# 20. Chairman

The Chairman of the Committee of the Association shall preside as the chairman at a general meeting. If there be no such Chairman or if at any meeting he shall not be present within five minutes after the time appointed for holding the meeting and willing to act, the Committee Members present shall choose one of their number (or, if no Committee Members be present or if all the Committee Members present decline to take the chair, the Members present shall choose one of their number) to be the chairman of the meeting.

#### 21. Adjournment

The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. If a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

## 22. Method of Voting

At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:

- (a) by the chairman; or
- (b) by at least 10 members present in person or by proxy; or
- (c) by any member or member present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.

Unless a poll be so demanded a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the minutes of proceedings of the Association shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.

#### 23. Time for Poll

A poll demanded on the election of a chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll. Except as aforesaid, if a poll is duly demanded it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

# 24. Casting Vote

In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

#### 25. Number of Vote

Every Parent and Teacher Member shall each have one vote.

# 26. Admissibility

No objection shall be raised as to admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is or may be given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.

## 27. Exercise of Votes

On a poll votes may be given either personally or by proxy and a person entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

## P R O X I E S

#### 28. To attend and vote

A Member may attend by proxy, any general meeting which he is entitled to attend in person and, on a poll but not otherwise, vote by proxy on any resolution at any such meeting on which he would, if present in person, otherwise be entitled to vote. A proxy need not be a Member of the Association.

## 29. General proxy

An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit or such other form which the Committee:

### General Proxy

## LOK SIN TONG LEUNG KAU KUI COLLEGE PARENTS' AND TEACHERS' ASSOCIATION LIMITED

Ι,		, of		
being a member of the above-named Association hereby appoint				, or
failing him,				
of				
as my proxy to vote	for me on my behalf at	the (annual or ex	xtraordinary, as	s the case may
be) general meeting of the Association to be held on the			day	of
19, and at any a	djournment thereof.			
Signed this	day of	19	•	
Special Proxy				

# 30.

Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit or such other form which the Committee may approve:

## Special Proxy

# LOK SIN TONG LEUNG KAU KUI COLLEGE PARENTS' AND TEACHERS' ASSOCIATION LIMITED

l, , of					
being a member of the above-named Association hereby appoint , or					
failing him,					
of					
as my proxy to vote for me on my behalf at the (annual or extraordinary, as the case may					
be) general meeting of the Association to be held on the day of					
19 , and at any adjournment thereof.					
Signed this day of 19 .					

This form is to be used (\*in favour of/against) the resolution.

unless otherwise instructed, the proxy will vote as he thinks fit.

## 31. Execution of Proxy Form

An instrument appointing a proxy shall be signed by the appointor or his attorney.

## 32. Delivery of Proxy Form

An instrument appointing a proxy (and, where it is signed on behalf of the appointor by an attorney, and failing previous registration with the Association the power of attorney or a certified copy thereof) must either be delivered at such place or one of such places (if any) as may be specified for that purpose in or by way of note to or in any document accompanying the notice convening the meeting (or, if no place is so specified, at the office) at least 48 hours before the time appointed for holding the meeting or adjourned meeting or (in the case of a poll taken otherwise that at or on the same day as the meeting

<sup>\*</sup>Strike out whichever is not desired.

or adjourned meeting) for the taking of the poll at which it is to be used. An instrument of proxy shall not be treated as valid until such delivery shall have been effected. The instrument shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting as for the meeting to which it relates. An instrument of proxy relating to more than one meeting (including any adjournment thereof) having once been so delivered for the purpose of any meeting shall not be required again to be delivered for the purpose of any subsequent meeting to which it relates.

# 33. Rights of proxy

An instrument appointing a proxy shall be deemed to include the right to demand or join in demanding a poll, and the same right to speak at the meeting as the appointor has.

#### 34. Invalidation

A vote cast by proxy shall be invalidated by the previous death or insanity of the appointor or by the revocation of the appointment of the proxy or of the authority under which the appointment of the proxy or of the authority under which the appointment was made provided that no intimation in writing of such death, insanity or revocation shall have been received by the Association at the Office at least 48 hours before, the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) the time appointed for the taking of the poll at which the vote is casted.

#### C O M M I T T E E

#### 35. Number of Committee

The Committee shall consist of 7 Parent Members and 7 Teacher Members and 3 Reserve Parent Members.

- 36. The Teacher Members of the Committee shall be elected by the Teacher Members at the Annual General Meeting. The Parent Members of the Committee shall be elected by the Parent Members at the Annual General Meeting.
- 37. The Members of the Committee shall be elected to their posts by a poll conducted among themselves.
- 38. The members of the Committee will be as follows:
  - (a) 1 Chairman (elected from among the Parent Members)
  - (b) 2 Vice-Chairmen (one elected from among the Parent Members and one elected from among the Teacher Members)
  - (c) 1 Treasurer (elected from among the Teacher Members)
  - (d) 1 Auditor (elected from among the Parent Members)
  - (e) 2 Secretaries (one elected from among the Parent Members and one elected from among the Teacher Members)
  - (f) 2 Social Activities Co-ordinators (one elected from among the Parent Members and one elected from among the Teacher Members)
  - (g) 3 Communications Officers (one elected from among the Parent Members and two elected from among the Teacher Members)
  - (h) 2 Committee Members without specified responsibilities (one elected from among

the Parent Members and one elected from among the Teacher Members)

#### 39. The duties of the Members of the Committee are as follows:

## (a) Chairman

- (i) To call and preside over both general and sub-committee meetings.
- (ii) To supervise the execution of motions which have been passed at general and sub-committee meetings.
- (iii) To supervise the day-to-day business of the association and give his official signature to the instruments of the Association.

#### (b) Vice-Chairmen

To assist the Chairman in his duties. If the Chairman is unable to perform his duties, the Vice-Chairman (Parent Member) will assume the role of acting Chairman.

## (c) Treasurer

To be responsible for the upkeep of the financial records of the Association and to present a full report of these records to the annual general meetings which shall be subject to the scrutiny of the auditor prior to its presentation to the members.

#### (d) Auditor

To inspect the financial records kept by the Treasurer and to sign these records as confirmation of their validity.

#### (e) Secretaries

To keep records of all meetings and to perform any other secretarial duties.

## (f) Social Activities Co-ordinators

To be responsible for the promotion of the Association and to furnish all members with the details of future meetings.

## (g) Communications Officers

To organize social events for the benefit of the members.

## (h) Committee Members without specified responsibilities

To assist in carrying out the functions of the Association.

#### 40. Casual Vacancy

Any Casual vacancy occurring in the meeting of the Committee may be filled up by one of three Reserve Parent Members whose is awarded the majority votes in the Annual General Meeting. These 3 Reserve Parent Members have no voting right.

41. The Principal of the School shall be the Consultant of the Committee and have right to present at the meeting of the Committee.

#### 42. Term of Office

The term of office of the Parent and Teacher Members of the Committee shall be one year, but the Parent Member shall be eligible for 2 more successive re-elections and the Teacher Member shall be eligible for re-election

#### 43. Quorum

The Committee shall at least hold two meetings in each year. The quorum necessary for the transaction of the business of the Committee shall be half of the members present at the meeting. A meeting of the Committee at which a quorum is present when the meeting proceeds to business shall be competent to exercise all powers and discretions for the time being exercisable by the Committee.

#### 44. Votes

Question arising at any meeting of the Committee shall be determined by a majority of votes. The chairman of any meeting shall have a second or casting vote.

#### 45. Powers of the Committee

The business and affairs of the Association shall be managed by the Committee who may, subject to the Ordinance and these Articles, exercise all such powers of the Association as are not by the Ordinance or by these Articles required to be exercised by the Association in general meeting. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Committee by any other Article.

# C H E U Q E S

## 46. Cheques

All cheques, promissory notes, drafts, bills of exchange, and other negotiable or transferable instruments, and all receipts for monies paid, contributed or donated to the Association shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by the Chairman or Vice-Chairman (Parent Member) together with the Treasurer of the Association jointly.

## S E A L

## 47. Seal

The Committee shall provide for the safe custody of the Seal which shall not be used without the authority of the Committee. Every instrument to which the Seal shall be affixed shall be signed autographically by any two or more persons authorised for the purpose by the Committee, and where any instrument to which the Seal is affixed is so signed the Seal shall, as regards all persons dealing in good faith with the Association, be deemed to have been affixed to that instrument with the authority of the Committee.

## ACCOUNTS

#### 48. Accounts

- (A) The Committee shall cause proper books of account to be kept with respect to:
  - (a) all sums of money received and expended by the Association and the matters in respect of which the receipt and expenditure takes place;
  - (b) all sales and purchases of goods by the Association; and
  - (c) the assets and liabilities of the Association.
- (B) Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Association's affairs and to explain its transactions.

## 49. Inspection

The books of account shall be kept at the Office of the Association or, subject to the Ordinance, at such other place or places as the Committee think fit, and shall always be open to the inspection of the Committee. The Committee shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Association or any of them shall be open to the inspection of members not being a Committee and no member (not being a Committee) shall have any right of inspecting any account or book or document of the Association except as conferred by statute or authorised by the Committee or by the Association in general meeting.

#### 50. Annual Accounts

The Committee shall from time to time in accordance with the Ordinance, cause to be prepared and to be laid before the Association in general meeting such income and expenditure accounts, balance sheet, group accounts (if any) and reports as referred to in the Ordinance. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Association in general meeting together with a copy of the Committee's report and copy of the auditor's report, shall not less than 21 days before the date of the meeting be sent to every member of, and every holder of debentures, if any, of the Association; provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Association is not aware or to more than one of the joint holders of any debentures.

#### 51. Audit

Auditors shall be appointed and their duties shall be regulated in accordance with the Ordinance.

#### NOTICE

#### 52. Service

A notice may be given by the Association to any Member either personally or by sending it by post to him or to his registered address. Where a notice is sent by post, service of the notice shall deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 48 hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

#### 53. Persons to Receive Notice

Notice of every general meeting shall be given in any manner hereinbefore authorized to:

- (a) every member entitled to attend and vote except those members who have not supplied to the Association an address within Hong Kong for the giving of notices to them; and
- (b) the auditors for the time being of the Association.

#### 54. Indemnity

Every Committee, agent, manager and other officer for the time being of the Association shall be indemnified out of the assets of the Association against any liability (other than professional liability) incurred by him in relation to the Association in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under section 358 of the Ordinance in which relief is granted to him by the Court.

#### M I S C E L L A N E O U S

55. The Secretary of the Association shall be Wong Chun Kin who may resign from this office upon giving notice to the Association of such intention and such resignation shall take effect upon the expiration of such notice or its earlier acceptance.