
23. Memorandum of Association of The Law Society of Hong Kong

1. The name of the Association is **“THE LAW SOCIETY OF HONG KONG”**.
2. The Registered Office of the Association will be situate in Hong Kong.
3. The objects for which the Association is established are:-
 - (1) To support and protect the character, status and interests of solicitors in Hong Kong.
 - (2) To establish and promote good standards of practice, to repress malpractice, to settle disputed points of practice and to decide all manner of questions of professional usage or courtesy between or amongst solicitors.
 - (3) To ensure compliance by solicitors with relevant laws, codes, regulations and practice directions.
 - (4) To develop and maintain the work of solicitors in all areas of the law, legal practice and legal procedures.
 - (5) To ensure the view of solicitors is accurately and purposefully communicated (including matters of public policy).
 - (6) To provide services to solicitors.
 - (7) To consider all manner of questions affecting the interests of the profession, and to represent the profession whether by way of negotiation, correspondence, Petition or otherwise and to procure changes of law or practice, and the promotion of improvements in the principles and administration of the law.
 - (8) To exercise such statutory functions as may from time to time be entrusted to the Association whether by Ordinance, Regulations, Order-in-Council or otherwise.
 - (9) To regulate charges for professional and other work and to provide for the enforcement of the same and to deal with and determine questions relating to costs and other remuneration whether by scale or otherwise.
 - (10) To rent, purchase, take on lease or in exchange, hire, or otherwise acquire a suitable building or buildings or part or parts thereof in Hong Kong or elsewhere and any estate or interest in and any rights connected therewith, to fit and furnish the same, or to make arrangements for such building or buildings or part or parts thereof to be properly fitted and furnished.
 - (11) To manage, maintain, improve, and develop all or any part of the property, land, building or buildings of the Association and to operate or use in conjunction or co-ownership with others, lease, mortgage, underlet, exchange, surrender, sell, turn to account or otherwise deal with and dispose of the same or any part or parts thereof or interest therein, for such consideration and on such terms and conditions as the Association may think fit.

- (12) To turn to account any land acquired by the Association or in which it is interested, and in particular by laying out and preparing the same for building purposes, erecting, constructing, altering, pulling down, demolishing, decorating, maintaining, keeping in repair, fitting up, and improving any buildings, for the purposes of the Association and by paving, draining, letting on building lease or building agreement, and by advancing money to and entering into contracts and arrangements of all kinds with developers, land investment companies, land mortgage companies, building estate companies, banks, financiers, building owners, tenants and others.
- (13) To borrow or raise or give security for any moneys required for the purposes of the Association upon such securities as may be determined and in such manner as the Association shall think fit and in particular by the issue of or upon bonds, debentures, debenture stock, bills of exchange, promissory notes or other obligations or securities of the Association or by mortgage or charge upon all or any part of the property of the Association both present and future.
- (14) To invest and deal with the moneys of the Association not immediately required upon such securities and in such manner as may from time to time be determined.
- (15) To engage in any activities in conjunction with other bodies or associations, within the limits of the Association's objects and to arrange reciprocal concessions and co-operation with other such bodies or associations.
- (16) To apply for and obtain any local ordinance enactment or regulation or amendment of any existing ordinance enactment or regulation for the furtherance of any of the objects of the Association or for the purpose of ratifying or regularizing any act or acts done or not done by or on behalf of the Association.
- (17) To give guarantees and to give and receive undertakings.
- (18) To encourage the study of law by solicitors and trainee solicitors and students and to arrange for dissemination of information of assistance to the profession by all manner of means and generally to promote knowledge of legal subjects by lectures, discussions, books, correspondence, pamphlets or otherwise.
- (19) To arrange social and recreational activities for members of the profession and their guests.
- (20) To offer prizes or other rewards or distinctions to trainee solicitors and students and to accept donations or legacies for such or similar purposes or for other purposes of benefit to the advancement of legal knowledge.
- (21) To act as underwriters in respect of all kinds of insurance business in respect of all and any professional risks relating to or arising from carrying on the practice of solicitors in Hong Kong.
- (22) To reinsure or reassure any insurances, assurances or liabilities in respect of all and any professional risks relating to or arising from carrying on the practice of solicitors in Hong Kong.

- (23) In furtherance of any of the above objects, whether by itself or through a wholly owned subsidiary, to carry on business as printers, proprietors, publishers and distributors of magazines, periodicals, journals and books.
- (24) To promote any wholly owned subsidiary company for the carrying on any of the businesses which the Association is authorised to carry on and to subscribe for, acquire and hold shares in any such subsidiary company.
- (25) To guarantee or otherwise support or secure whether by personal covenant or by mortgaging or charging all or part of the undertaking, property, assets and rights (present and future) of the Association or by both such methods or by any other means whatsoever, the liabilities and obligations of and the payment of any moneys whatsoever (including but not limited to capital, principal, premiums, interest, dividends, costs and expenses on any stocks, shares or securities) by any wholly owned subsidiary company of the Association.
- (26) To make charitable donations.
- (27) Generally to do all such other things as are incidental or conducive to the attainment of the above objects.

Provided that the Association shall not except as provided in Clauses 3(21), (22), (23), (24) and (25) above support with its funds any company or companies, association or associations or institution or institutions which pays or pay or transfers or transfer, directly or indirectly, its income and property, or any part thereof, by way of dividend, bonus or otherwise howsoever by way of profit to its members.

- 4. The income and property of the Association, whencesoever derived, shall be applied solely towards the promotion of the objects of the Association; as set 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, to the persons who at any time are or have been members of the Association or to any of them or to any person claiming through any of them.

Provided that nothing herein shall prevent the payment, in good faith, of remuneration to any officers or servants of the Association, or to any member of the Association or other person, in return for any services actually rendered to the Association.

- 5. Every member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up during the time that he is a member, or within one year afterwards, for payment of the debts and liabilities of the Association contracted before the time at which he ceases to be a member, and of the costs, charges and expenses of winding-up the same and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required, not exceeding fifty dollars.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into an Association, in pursuance of this Memorandum of Association.

Names, Addresses and Description of Subscribers

F.B.L. BOWLEY,	Solicitor, Hong Kong.
JOHN HASTINGS,	Solicitor, Hong Kong.
HERBERT W. LOOKER,	Solicitor, Hong Kong.
GODFREY C.C. MASTER,	8 Des Voeux Road Central, Hong Kong, Solicitor.
C.D. WILKINSON,	Solicitor, Hong Kong.
J. SCOTT HARSTON,	Solicitor, Hong Kong.
WALTER J. DANIEL,	Solicitor, Hong Kong.

WITNESS to the above signature -

H.G.C. BAILEY,

Solicitor,

Hong Kong.

Dated the 19th March, 1907