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From: Henry Tung

Date: 18/02/2016 07:33AM

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Subject: Petition From GBHS (Lung Cheung Court) for sc_dev_cbs
Meeting on 01.03.2016

(See attached file: 指鹿为马.doc)

(See attached file: Housing Benefit for Local Officers.doc 2015.doc)

(See attached file: Development and the sale of GBHS.1doc.doc)

(See attached file: Scan Estab Circular 69-68.jpg)

(See attached file: Scan0002.jpg)

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(See attached file: Scan0004.jpg)

(See attached file: Scan0005.jpg)

(See attached file: GBHS Sale Confirmation Letter p1.jpg)

(See attached file: GBHS Sale Confirmation Letter p2.jpg)

(See attached file: GBHS Sale Confirmation Letter p3.jpg)

(See attached file: LCC Land Lease-land Premium Payment.jpg)

(See attached file: Letter to Ip Lau)

(See attached file: 04.2015.doc)

(See attached file: Cap 26 Explanation and Example.jpg)

(See attached file: Cap 362 Trade Descriptions Ordinance.jpg)

(See attached file: Cap 458 Unconscionable Contract.jpg)

(See attached file: Basic Law Article No.6.jpg)

(See attached file: Presentation from Lung Cheung Court.2016 doc.doc)

Dear CEO Dr. C.Y. Leung and Hon Councillors,

Attached is the petition from Residents of GBHS (Lung Cheung Court) to
the SC_DEV_CBS of Panel on Dev for the meeting on 1 March, 2016.

Residents of GBHS (Lung Cheung Court)

Convenor TUNG Shu-shing

P.O. Box 73163, Kowloon Central Post Office. 405 Nathan Road,
Kowloon.

Presentation from Lung Cheung Court

On 01.03.2016

GBHS (龙翔苑及康利苑) 和公务员建屋合作社建造的 Housing Scheme 是不同的, 是殖民地政府做了物业发展商的地位, 购地, 设计, 建筑好了楼宇, 以分期付款的形式来售给本地公务员, 协助我们置业, 但没有特别优惠, 只是为我们代劳做了发展楼宇的程序而已. 1968 年 11 月 30 日发出的 Establishment Circular No.69/68 邀请我们购买 GBHS 的通告, 很清楚写明楼宇的售价是包了地价在内, 及为发展楼宇政府所耗之人力资源服务亦要计算在内, 贷款的利息亦不是低息, 年息 7%, 20 年都没有改变, 比今时今日的息率标准高很多. 那时我们的职位不高, 最高都只是 MPS 14, 每月供款占去了我们收入之四分之一, 但为了要使我们家庭有一个安乐窝, 而售价與相近之私人屋苑映月台相若, 又可以分期付款. (是时香港银行还未有贷款分期购物业制度). 於是接受了列出的条件去申请, 在接纳我们申请成功的通知, 只告知我们要交若干作首期, 每月要供款若干, 并没有说有要将来要补地价的附加条件. 於是我们便接纳了做了 GBHS 的业主. 那条不文明又苛刻的补地价条款, 是 1985 年 Civil Service 发出的通告说所有 Housing Scheme (包括合作社建造的和我们的 GBHS) 一律要补地价之後才可以出售, 出租及按揭, 而那条补地价公式

又不知是根据什么原则推算出来, 不同 Scheme 都是用同一公式, 而且是天文数字, 我们数十年尽心尽力为市民服务所得之退休服务之 Lump Sum 退休金, 亦不足支付此延後补地价数目. 十分强横无理. 形同抢劫, 劫掠我们的私有血汗财产. 完全违反香港法例 Cap 26 货品售卖条例 Cap 362 商品说明条例及 Cap 458 不合情理合约条例. 虽然这是殖民地政府统治时代制定的苛政, 现在的特区政府应该拨乱反正, 为我们平反, 将之废除. 还我们一个公道. 基本法第六条规定: 香港特别行政区要依法保护私有财产权. 现在的政府行政人员应该切实地去遵守.

多谢各位.

“指鹿为马”在中国是一些奸狡掌权的官员用来控制百姓的手法。在港英殖民地政府，那些政府高官虽然他们不是炎黄子孙，却利用之到炉火纯青阶段。我们的 Scheme 龙翔苑及康利苑是叫做 Government Built Housing Scheme, 但是與合作社建造之 Scheme 是完全不同, 不论发展形式, 财政支援都与合作社之 Housing Scheme 完全不同. 但英政府的高层人士, 什至名望很高的钟逸佶爵士却说 GBHS 和合作社建筑之 Housing Scheme 完全一样, 却忘记了由港英政府发出的 Establishment Circular No.69/68 dd 30.11.68 (招请本地公务员购买 GBHS 的通告), Para 7 明确地列明不同大小的单位的售价 (连地价及代劳兴建的行政费用亦包括在内.). 而还款方式那栏亦没有提出将来有后续补地价需要的条件. 后来 1985 年由铨叙司发出的指引, 却将 GBHS 和 Coopt Society 的 Housing Scheme 混为一谈. 合作社建造之 Housing Scheme 在分契时要补地价, GBHS 亦要补地价, 而计算方法及公式完全一样. 十分不合理, 而这些补地价计算方法又没有理据来支持. Housing Scheme 的朋友都十分不满, 但他们是高高在上的官员. 官口是大口, 我们是殖民地的蚁民, 又有什么力量去反驳. 而且这 1985 年发出的指引却是在第一个 Coopts Society 组成後的第三十年, GBHS 建成後的第十七年, 实在是 (大石责死蟹) 的殖民地施政的手法. 现在殖民地政府撤走了, 特区政府应该将殖民地官员制定的不合

理指令取消. 我们在给特首的几封请愿仅(书面陈情文件一至五) 将此事经过写得很清楚, 本年五月廿六日, 我们亦有书面陈情文件呈交委员会, 请各位委员花些时间来阅读, 我不再在这里重覆. 多谢各位.

Housing Benefit for Local Officers

A. Coopts Society Housing Schemes

Formation of Coopts Society to develop housing schemes for local officers was based on Secretariat Temporary Circular No.74 dd 10.12.1952 & Secretariat Standing Circular No. 9 dd 11.6.1956. They required that each Society comprised of a group of not less than ten officers. The Colonial Government provided loan to the Society for the purchase of land and construction development cost. The loan beared interest at 3.5% per annum payable every six months and to be repaid all within a period of twenty years. The Society purchased the land from Land Office at half upset price and employed architect to execute the construction of the scheme. Nothing was mentioned in the both circulars that there would be any arrear land premium payment requirement for the land acquired at discount.

B. Government Built Housing Scheme (GBHS)

This scheme consisted of two sites, i.e. Lung Cheung Court at Broadcast Drive and Hong Lee Court in Kwun Tong. The Development and the sale of GBHS flats to local officers was based on the Establishment Circular No. 69/68 dd 30.11.1969. The details of how this Scheme was formed and its sale to the qualified Local Officers is now summarised in the paper attached

as Annex: The Development and the Sale of GBHS. It is very clear that GBHS is entirely different from the Coopts Society Housing Schemes from the way of development and financial assistance from The Colonial Government. The scheme was developed by a Government agency The Colonial Treasurer Incorporated and sold the flats to Local Officers at cost (Land Cost plus Construction with Administration expense) and provided loans to the purchasers with interest charge. The interest of the loan the GBHS members to pay was 7% per annum (not cheap at all) , repaid by monthly instalment. On top of this, the purchasers had to pay a certain % of the purchase cost as down payment. All above was strictly following the procedure of the transaction of property in the territory. Thus, the purchasers should be protected under the Consumers Protection Laws provision. In 1985, 17 years after 1969, CSB issued a CSR saying all Housing Schemes (Coopts and GBHS) members should pay the so called Arrear Land Premium Payment before they can dispose the property freely. It is very unreasonable, and the formulae from which assessing the amount of payment does not have any ground.

C. Home Purchase Scheme and Home Finance Scheme

These two schemes were created in mid-70. They provided cash

allowance to subsidize the Local Officers to purchase flats from the private sector. The cash allowance varied from \$10,000 to \$20,000 per month for a period of 10 years in accordance to the grade of the officer. In other word, the highest amount an officer could get was more than \$2 M in cash in 10 years. With such amount of house allowance, one could acquire easily an elegant flat at the North Point water front or Tin Hau Temple Road or Boyce Road at Jardine's Lookout in early 80. For the lesser amount of allowance drawn by the lower grade officers, the beneficiar could still afford to purchase a flat in Tai Koo Shing which was sold at less than \$1M in early 80. For those allowance awarded to the qualified officers, there was no need for them to pay back any of these allowance when they disposed the property. Also some officers joining the Government Service at that time, even they had already purchased flats by instalments as their residence, they were allowed to re-finance the mortgage according to the fresh market value at that time and got the allowance to re-pay the new loan for the ten years period and the Colonial Government allowed this to happen and the members of Coopts Society Housing Scheme and the purchasers of GBHS were not allowed to settle their outstanding loan in this way.

D. The Wah Yuen Village (华员村) in Kwai Chung

The development of Wah Yuen Village (华员村) was undertaken by HKCCSA (华员会) also in mid-70. The land was assigned to HKCCSA at a discount. The Association engaged the private bank to provide financial assistance for the payment of the land cost and construction. The purchasers were limited to the Association members. The payment for the flats was financed by the local banks. However, the purchaser could utilize the Home Purchase Scheme allowance/Home Finance Scheme allowance to pay for the loan by instalment. As such, some officers did complete the payment of the loan in less than 5 years (because the flat's size is small), so some of them sold back the flats to the Association and used the money to purchase properties in private sector and continued to draw the allowance for the remaining period for the amount which was applicable to their grade at that time..

From the above, it would appear The Colonial Government did not apply the same principle to handle housing benefits for the Local Officers, it is too harsh and unreasonable for the old officers of the Coopts Society Housing Schemes and GBHS and too lenient to the new ones. It is very unfair.

Development and the sale of GBHS

1. Establishment No. 69/68 dd 30.11.68 was circulated to the Local Civil Servants to invite them to purchase the flats built by Government under GBHS. In which, par.7 clearly stated that the selling price does include the land cost and administration cost, and in the payment section there is no mention there would be any arrear land premium payment in the future. (Please note that some flats in LCC had already been under construction, and no land lease was issued yet) We based on the terms in the EC dated 30.11.1968 to apply to purchase the flat.
2. On 23 April, 1969, the first batch successful applicants were notified, telling them the value of the flats allocated to them to be paid, and there is also no mention about there would be any arrear land premium payment in the future either. (Please note that the notification also mentioned the Occupation Permit for those flats had been issued, and no land lease was available)
3. Some successful applicants had already moved to live in LCC and on 13 June, 1969, Aker Jones in the capacity as a Govt. officer in charge of Civil Servants matter held a

meeting with several successful applicants telling them that the land cost was only 1/3 of the market value and the purchaser could not mortgage nor lent out the whole or part of the premises. But Aker Jones had not mentioned there might be arrear land premium payment requirement in the future. No Land Lease was issued yet.

4. .The formal land lease of LCC was issued on 27 June, 1969, saying the land was acquired at HKD 3,082,740 for the development of LCC, and no mention it is only 1/3 of the market price nor there would be any arrear land premium payment.
5. On 25 November, 1985 (17 years after the issue of the invitation of the sale of GBHS flats circular EC No. 69/68 dd 30.11.68) a letter signed by Dominic S.W. Wong (It is believed that Mr. Wong had passed away years ago) for Secretary of Civil Service (Instructed by David Ford) informed all Coopt HS members and GBHS members an arrear land premium of these schemes would be imposed and the details of assessment not clearly given.
6. .On 13 July, 1996, the then HK Govt and The Financial Secretary Incorporated entered a new lease for the extension of the lease term for 50 years. The term of land premium

payment is in according to Cap. 150 New Territories Leases (Extension) Ordinance, and no mention about the arrear land premium requirement as said in SCS's letter in 1985.

7. On 5 March, 2002, DLO/Kowloon East in his office bearer capacity entered with The Financial Secretary Incorporated for modification of lease, in which the arrear land premium payment method is stipulated. DLO/KE is only a D1 officer, the validity of the issue is doubtful. Since it is a great change varied from EC No. 69/68 after 34 years and the deviation of the revised lease in 1996. it is understood that the SAR Exco and Legco do not have such knowledge about this new land premium payment policy. The 2002 letter of lease modification should be void as it violated Cap 26 Sale of Goods Ordinance, Cap 362 Trade Descriptions Ordinance and Cap 458 Unconscionable Contracts Ordinance..

RESTRICTED
BL 2/738/67

Aburdeen Fish office

Colonial Secretariat,
Lower Albert Road,
Hong Kong.

30th November, 1968.

ESTABLISHMENT CIRCULAR NO. 69/68

Local Government Officers New Type Housing Schemes
(Government Built Scheme)

Note: This circular should be read by Heads, Deputy and Assistant Heads of Departments, Departmental Secretaries and Executive Officers, and by locally appointed officers on the pensionable establishment.

The purpose of this Circular is to explain the procedure for applications for the Government Built Scheme Lung Cheung Road Stage I flats.

2. For the benefit of those who have not seen previous Circulars on this subject, i.e. Secretariat Standing Circular No. "G" 20 of 17th October 1963, Establishment Circular No. 52/67 of 23rd June 1967 and Establishment Circular No. 58/68 of 25th September 1968, this present Circular repeats the essential points relating to the new type housing schemes for local Government officers.
3. Two sites, one near Lung Cheung Road and the other at Ngok Yue Shan (Kwun Tong), have been selected for the first blocks of these flats which eligible officers may purchase from Government by instalments.
4. The site near Lung Cheung Road has a total area of some 340,000 square feet, or 7.8 acres. The scheme is designed to provide a total of 296 flats (104 Type 2 flats, 32 Type 3 maisonettes and 160 Type 3⁺ flats). The whole scheme comprises 10 blocks of flats and maisonettes. The blocks vary in height from 5 to 9 storeys. The estate is being constructed in two stages. The first stage, which comprises 7 blocks (i.e. Blocks 3, 5, 6, 7, 8, 9 and 10 - vide Appendix A) of flats with a total of 160 units (all Type 3⁺ flats) is now due to be completed in about mid-February, 1969. The second stage, which comprises 2 blocks (i.e. Blocks 1 and 2) of 104 Type 2 flats and 1 block (i.e. Block 4) of 32 Type 3 maisonettes, is due to be completed in about August/September 1969. Each unit comprises one combined living/dining room, 3 bed-rooms, 2 bathrooms, a kitchen and servants' quarters. Car parking will be provided at the rate of one car park space per unit.
5. Work has also started on the second site at Ngok Yue Shan in Kwun Tong. This second scheme, which is designed to provide a total of 431 flats (91 Type 2 flats and 340 Type 1 flats) in 2 blocks, is due to be completed in about November, 1970.

/..... Eligibility

Eligibility

6. Officers wishing to participate in this scheme must fulfil the following qualifications:

- (i) be employed in the service of the Hong Kong Government on the permanent and pensionable establishment;
- (ii) not be employed on expatriate terms;
- (iii) be 25 years of age or over;
- (iv) be not already housed in a Government co-operative flat, whether held in the applicant's name or in that of his wife;
- (v) (in the case of female officers) be unmarried at the time of allocation.

Note: The above may be varied or departed from at the discretion of the Governor.

Description of flats

7. The flats to be built will be of three basic types and eligibility will be according to salary range as follows:

Type	Range of monthly salaries	Gross floor area of flat	Approximate cost (including admin. fees and land cost)	Downpayment as % of cost
1	\$ 745 - \$1,253	775 sq. ft.	\$22,000	10%
2	\$1,254 - \$2,225	1,060 sq. ft.	\$32,000 (Kwun Tong) \$34,500 (Lung Cheung Road)	} 12½%
3	\$2,226 - \$3,251	1,429 sq. ft.	\$53,000	
3+		1,327 sq. ft.	\$49,000	} 15%

Notes: (1) Type 2 flats at Lung Cheung Road are dearer than at Kwun Tong because of higher land values at the former.

(2) Type 3 flats are of a maisonette design on two floors.

Allocations

8. Allocations will be made on a points basis as follows:

- (i) Salary: for each \$50 of salary (Points for women officers are calculated as if they were on equivalent male salary points) 1 point (max. 60 points)
- (ii) Service: for each year of service since first appointment 1 point
- (iii) Dependants: (a) for a wife 10 points
(b) for each child (Children mean unmarried sons and daughters under the age of 18 years) 3 points

/..... (iv)

(iv) Housing situation:

- (a) not already housed in
 - (1) own accommodation;
 - (2) accommodation which the officer is purchasing by instalments;
- or (3) accommodation which he has a beneficial interest 10 points to occupy
- (b) already housed in wife's accommodation 5 points

Repayments

9. Successful applicants will be required to make a downpayment as set out in paragraph 7 above before moving into the flat. The balance of the cost of the flat will thereafter be repaid over 20 years with interest at 7% per annum. Government reserves the right to vary the rate of interest in respect of outstanding repayments by up to 2% either way subject, however, to variation of the repayment period so that the annual instalments remain the same.

10. An officer in one salary range will be eligible to apply for a flat in a higher range, but if successful, will be required to make a downpayment appropriate to that range, subject to the proviso that his monthly payments in respect of this flat may not exceed one quarter of his total regular monthly emoluments from Government Service. For the avoidance of doubt, this one quarter will be calculated inclusive of payment of rates, Crown rent, fire insurance, building maintenance and common service, as well as interest and capital repayments to Government. An officer who obtains a flat in a range lower than that appropriate to his salary will still be required to make a downpayment appropriate to his salary range.

Officers with Priority

11. Paragraph 6 of Establishment Circular No. 58/68 stated that any of the '63 groups' (i.e. the remaining groups under the former co-operative scheme) which opted for the new Government Built Scheme would have absolute priority over other applicants. A total of 7 groups comprising 96 members subsequently opted for the new scheme.

12. Applications from these 96 members with absolute priority were invited in late September 1968, with a closing date of 1st November 1968. The results of the applications that were submitted are as follows:-

- (B) (i) 9 eligible members have been allocated Lung Cheung Road Stage I Type 3⁺ flats (see Appendix B). 8 other members who submitted applications for Type 3⁺ flats were unsuccessful because their monthly salaries were not on a level sufficient to satisfy the proviso referred to in para. 10 above that their monthly payments must not exceed one quarter of their total regular monthly emoluments. As far as can be judged at the present time, the cost of a Type 3⁺ flat will be approximately \$49,000 and the total monthly payment required for one of these flats will be \$475, including repayment of loan, maintenance, rates, etc. Hence any officer with a monthly salary of less than \$1,900 is regarded as being ineligible for a Type 3⁺ flat. However, these applicants will be considered for Type 2 flats when they are allocated in due course.

/... (ii)

- (ii) 57 members (including the 8 unsuccessful applicants for Type 3+ flats referred to above), submitted applications for either the Lung Cheung Road Stage II or the Ngok Yue Shan flats (see Appendix C); and
- (C)
- (iii) 30 members either did not submit applications or failed to submit them in time and have thus lost their absolute priority for flats built under this new scheme, although they remain eligible to make applications with other eligible officers on the terms set out in paragraph 13 below.

Applications and Closing Date

13. Applications for the remaining Lung Cheung Road Stage I Type 3+ flats are now invited from eligible officers in the civil service. Application Forms, a sample of which is at Appendix D, are obtainable from Heads of Departments, or the Buildings and Lands Registry of the Colonial Secretariat. Completed application forms should be submitted through the respective Head of Department to Land Assistant (1), Lands Branch, Colonial Secretariat, before noon on 2nd January 1969.
- (D)

(Note: Applications for Lung Cheung Road Stage II/Ngok Yue Shan flats will be called for at a later date).

14. For ease of reference a "Block" plan and a chart showing the numbering of flats are attached as Appendices E & F respectively. Those flats which has been crossed out in Appendix F have already been allocated to officers listed in Appendix B.
- (E)
- (F)

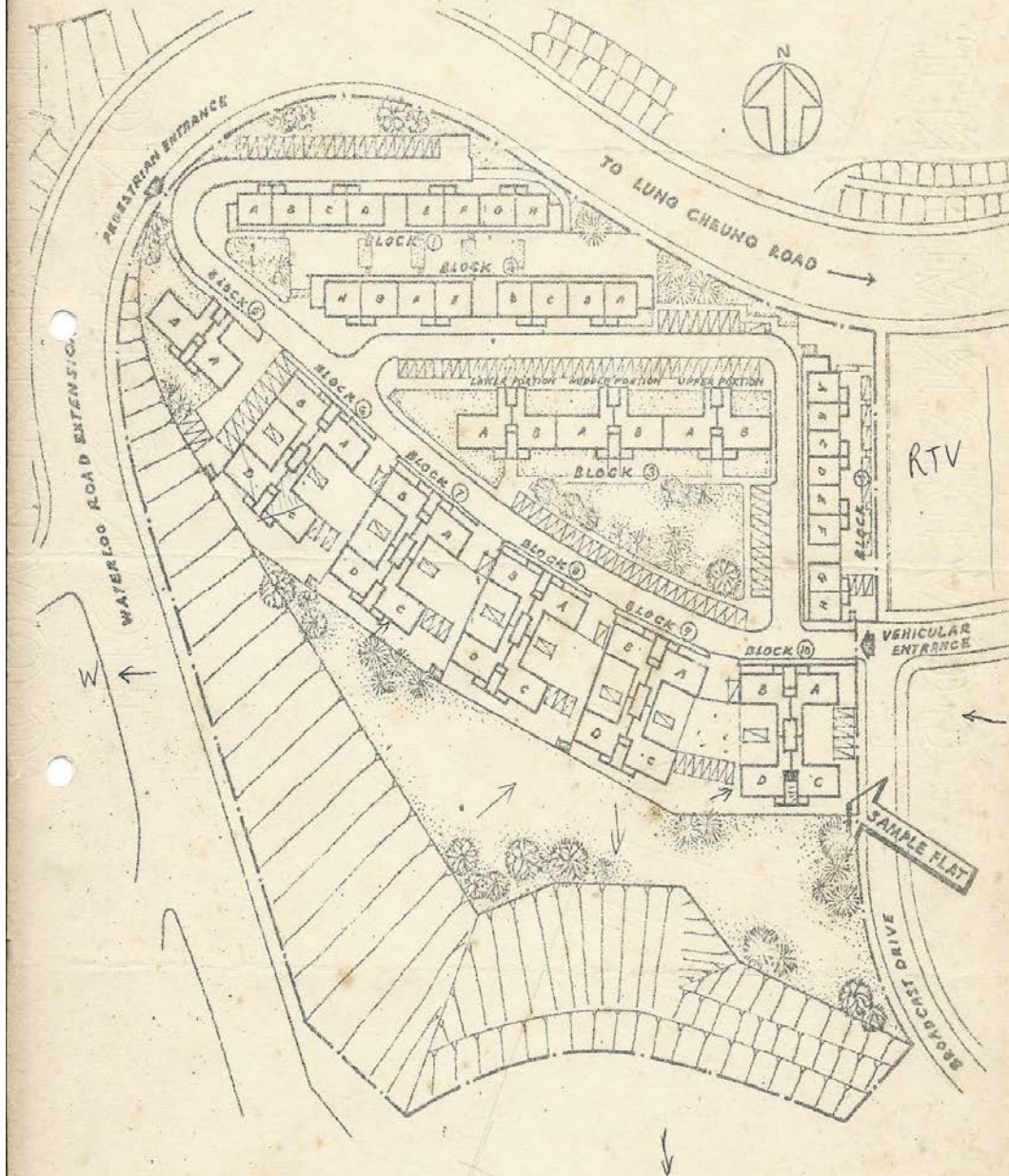
15. The allocations to individual officers will be published in a separate Circular. An appeals panel will be set up with its membership drawn from existing Co-operative Building Societies with matured schemes, to hear and determine appeals arising out of allocations made under these rules. An appeal against an allocation may be made to the Establishment Officer. The appeal must reach the Establishment Officer not later than two weeks after the allocation Circular, a copy being sent to the officer's Head of Department who should forward his views on the merits of the appeal to the Establishment Officer within one week.

16. A Type 3+ sample flat has been prepared at Lung Cheung Road Stage I so that applicants may view a completed flat.

17. Any enquiries about this Circular should be addressed to Land Assistant (1) on Telephone No.H-95531.

J.N. HENDERSON
Establishment Officer

To : Heads of Department



LAYOUT PLAN

SCALE: 100 FT. TO AN INCH

BL 6/738/69

Colonial Secretariat,
Hong Kong.

23th April, 1969.

Dear Sir,

Local Government Officers New Type Housing Schemes
(Government Built Scheme)

Lung Cheung Road Stage I

Further to my letter dated 21st March, 1969 this is to confirm that you have been allocated flat No. 2C in Block No. 7 at Lung Cheung Court.

2. The selling price of this flat is \$49,500 and you will be required to make a downpayment of \$7,425 (15% of the cost of the flat) and to execute all the requisite legal documents before you occupy the flat.

3. The balance of the purchase price will be advanced to you on loan by The Colonial Treasurer Incorporated upon the following conditions:

- (a) That you execute a standard form mortgage of your leasehold interest in the flat, the common parts of the buildings and the site to secure repayment of the loan and interest.
- (b) The amount of the loan will be \$42,075.
- (c) The effective interest rate will be 7% per annum (subject to variation by The Colonial Treasurer Incorporated within lower and upper limits of 5% and 9%).
- (d) Interest will be computed with half-yearly rests.
- (e) The term of the mortgage loan will be for 20 years. Should you so decide, however, you may obtain earlier discharge of your mortgage by paying the whole of the outstanding loan and all accrued interest either on a date which is 6 months after the date of the advance, or at any time after that upon your giving one month's notice in writing of your intention to repay.
- (f) Your monthly payments on account of the loan advance and interest will be \$326.20.

4. At the effective interest rate of 7% it is calculated that over the 20 year period of your loan you will pay interest totalling \$36,213.

5. In the case of the present co-operative societies the headlease is granted by the Crown to the society which in turn grants underleases to its members. We propose to follow much the same procedure for these flats except, of course, that there will be no co-operative society. The Colonial Treasurer Incorporated who now holds the grant of the land will grant an underlease to you.

Good! ✓

6. The underlease will transfer to you (a) your flat and (b) an undivided share (jointly with the other flat owners) in the site and common parts, e.g. the staircases and passages, of the blocks of flats at Lung Cheung Court. You will also be granted the right to use a car parking space which will be allocated to you under a Deed of Mutual Covenant. There will also be a provision in the underlease that you shall observe the Deed of Mutual Covenant, which will include regulations governing the Management Committee to be formed from the flat owners and various rules for the management and proper use of the flats and common parts of the development. This Deed will also define your liability to contribute towards the common expenses of repairing, maintaining and managing the buildings. There will also be a standard form of mortgage which you will be required to execute if receiving a loan towards the purchase of your flat. It is a term of the underlease that you do not object to the appointment of the Commissioner for Housing under the Deed of Mutual Covenant to act as manager of the buildings.

7. In case you are not familiar with the use of an underlease, I should explain that an underlease is the most appropriate form of legal document for transferring property when reversionary rights are involved. The underlease contains certain clauses which provide for determination in certain events which will be set out in detail in the Second Schedule of the underlease.

8. As the purchaser of a flat you will, of course, have to pay the Stamp Duty on the underlease and mortgage together with fees for the registration of these documents.

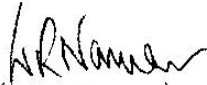
9. The Colonial Treasurer Incorporated will instruct the Crown Solicitor to act on its behalf. You will appreciate that the Crown Solicitor will be acting solely on behalf of The Colonial Treasurer Incorporated. He will therefore prepare all the necessary documents which you will be required to sign as a condition of being given possession of a flat. If you decide to accept this offer and are employing a solicitor to act on your behalf you should complete the relevant part of the attached form of acceptance and return it to me. Your solicitor should communicate with the Crown Solicitor who will in turn forward to him the documents for your signature. You will yourself of course be responsible for payment of your own solicitor's costs. If you decide to accept this offer and do not employ a solicitor but wish to act on your own behalf you should delete the appropriate portion of the form of acceptance of offer before returning it to me. The Crown Solicitor will then forward to you copies of the documents for your perusal and notify you as to the time and date when you are to attend at his Chambers in order to sign them. Should you wish to accept this offer kindly complete and return to me in duplicate as soon as possible the attached form.

any fees involved?

10. The flats for this stage are due to be completed in April 1969 and the documents should be ready for execution in about May 1969. You should therefore be able to occupy the flat in May or June 1969.

11. If you have any queries about these proposals you are asked to get in touch with Mr. Joseph Lee, Land Assistant(1) on telephone number 95531.

Yours faithfully,


(W.R. Norman)
for Colonial Secretary

Mr. Anthony Robert SWINTON,
(Industry Assistant I),
c/o Commerce & Industry Department.

WRN/gc

c.c. R.G. (29 in L.O. 4/592/67 II)
Hon. A.G. (AGC 5/1900/52 III (TLWP))
Acct. Gen. (49 in D/8/218/1 II)
C. for H. (H.E. 2/45/65)
S.C.L. & S. (LSC 493/5146/53)
D. of Audit
A.S.(LB)
BL 2/31/220/67

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This Indenture

made the 20th day of June

One thousand Nine hundred and sixty nine Between Our Sovereign Lady ELIZABETH II by the Grace of God of the United Kingdom of Great Britain and Northern Ireland and of Her other Realms and Territories Queen Head of the Commonwealth Defender of the Faith (hereinafter referred to as "Her said Majesty" which expression shall where the context admits be deemed to include Her Heirs Successors and Assigns) of the one part and THE COLONIAL TREASURER INCORPORATED a corporation sole incorporated under and by virtue of the Colonial Treasurer Incorporation Ordinance whose office is situate at Colonial Secretariat Central Government Offices Main Wing Lower Albert Road 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 Her Successors and Assigns

of the other part Whereas the Governor and Commander-in-Chief of the Colony of Hong Kong and his Dependents in his above capacity doth and the Officer for the time being acting for the Government of the Colony and hereinafter referred to as "the Governor" is duly authorized to enter into these presents in the name and on behalf of Her said Majesty Now This Indenture Witnesseth that in consideration of a premium of Three million eight hundred and twenty seven thousand

and thirty dollars in Current Money of the said Colony which has been paid and in consideration of the yearly rent herein as hereinafter reserved and certain other and as the part and behalf of the said Lessee has been paid done and performed Her said Majesty doth hereby grant and demise unto the said Lessee All that piece or parcel of ground situate in the said Colony near Broadest Street Newton in the said Colony bounded on or towards the North by Waterloo Road and having frontages hereof of thirty four feet two inches or thereabouts (on curve) two hundred and thirty two feet three inches or thereabouts (on curve) two hundred feet or thereabouts and one hundred and sixty two feet five inches or thereabouts (on curve) on or towards the East partly by Crown Land and partly by

尊敬的葉劉淑儀議員，

您好，有关 GBHS 龍翔苑被地政署乱收 Land Premium 的投訴，我們已依你的指示找尋法律界人士研究，原來大部份責任是殖民地政府行政人員的过失。有关 GBHS 购屋时，我们所付楼宇的地价，EC No. 69/68 dd 30.11.68, para 7 已经很清楚说明是包了地价，而在付款细节之中，亦没有说将来会有 Arrear Land Premium Payment 的要求，在 April, 1969 给成功申请者的函件，亦没有说将来有 Arrear Land Premium Payment 的一回事。而说 GBHS 的建造，政府只收到 1/3 地价的说话，乃出自 June, 1969 Aker Jones (他当时是主理公务员事务的最高级官员) 之口，似乎他对 GBHS 之建造源流，全不明瞭。在他说了这番话後两个星期，27.06.1969, GBHS 之 Land Lease 才正式发出。但是在 Lease 之中，没有说到 Land Cost Payment 是 1/3 的情形，亦没有说将来有 Arrear Land Premium Payment 的 Condition。另外我们发觉原来在 GBHS 建造龙翔苑时，Land Lease 完全未有，而招请我们购 GBHS 之通告发出时，即 EC No.69/68, LCC 之 Land Lease 仍然未有。而通知我们申请者成功申请的函件及如何付款细节的仅之时，Land Lease 仍然未有，而入伙纸当时已经发出，当然亦没有 Land Lease。处理得太糊涂了。

至於要 GBHS 及 Coopt HS 要交 Arrear Land Premium Payment 之政策，乃是 David Ford 之主意，由 Wong Sing Wah 发出之 CSR 而强制收取，完全是殖民地的统治手法。

1996 年时, 地政署将 LCC 的 Lease 续期 50 年时没有说将来有 Arrear Land Premium Payment 这一回事. 而特区政府 2002/2003 時的行政人員(一个小小的 DLO), 因循苟且, 没有经 Legco 及 Exco 查核 1985 CSR 有关 Housing Schemes 要交 Arrear Land Premium Payment 之合法性和合理性. 要 GBHS LCC 的成员遵守, 乃大大失誤. 致形成此冤案. 而殖民地政府所制定 GBHS 要交 Arrear Land Premium Payment, 乃是违反香港法例 Cap 26, Sale of Goods Ordinance, Cap 458 Unconscionable Contracts Ordinance 及 Cap 362 Trade Descriptions Ordinance. 議員处政府高位多年, 应深知此乃殖民地之行政手法. 本基本法賦與爱港爱国办事為港人謀福祉给尊敬议员的您的期望, 督促政府早日將此前朝違下之殖民地色彩的苛政撤消. 俾我們在有生之年, 可睹此沉冤得雪. 謝謝.

GBHS 龍翔苑全体耆耄退休公務員上

聯絡人 董樹成

P.O.Box 73163, Kowloon Central Post Office, 405

Nathan Road, Kowloon.

副本交

香港中联办张晓明主任

香港特区特首梁振英博士

存阅



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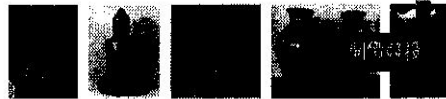
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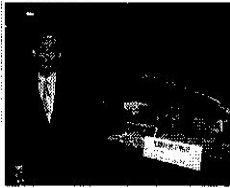
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藥房「斤變錢」收多160倍

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放大圖片



■海關署理高級監督許偉明講述「黃金戰士」行動，打擊不良藥房的首階段成果。

海關搗6店拘9人 中秋國慶「黃金戰士」續出動

香港文匯報訊(記者 杜法祖)海關展開為期10周、代號「黃金戰士」行動，打擊藥房不良營商手法，以保障消費者利益。行動分兩階段進行，在上月中開始的第一階段行動中，海關發現有6間藥房分別涉嫌以混淆價格和「影射產品」手法誤導消費者，包括將藥物充當知名品牌出售，及使用「斤變」或「斤變錢」的手法，令顧客要多付逾百倍價錢，總共有9人在行動中逮捕，包括藥房負責人和職員。行動的第二階段將於本月底至10月初的中秋及國慶假期進行，海關將加強巡查熱門旅遊購物區。

海關版權及商標調查科署理高級監督許偉明昨日表示，海關由8月起展開「黃金戰士」第一階段行動，其間在銅鑼灣、尖沙咀和旺角多間藥房調查和「放蛇」，發現有兩間藥房涉嫌以混淆價格誤導手法，由「斤變」或「斤變錢」計算貨品，令顧客要多付逾百倍價錢。涉案的商品為瑪卡和花膠，總值逾11.6萬元，為消費者預期價格的16倍(以「斤變」計算)或160倍(以錢計算)。

「影射產品」扮名牌 違商品例

海關又揭發另有4間藥房涉嫌以外觀相似的「影射產品」充當知名品牌出售，涉及475盒藥物、價值約1.5萬元。整個行動拘捕8男1女，年齡25歲至54歲，包括藥房負責人和職員，全部獲准保釋候查。

海關指出，出售「影射貨品」並非違法，但藥房銷售時若聲稱這些是知名品牌誤導消費者，就違反《商品說明條例》。

兩年破46案 20定罪兩即囚

海關又指，近兩年偵破46宗藥房不良營商個案，其中20宗被定罪，兩宗判即時監禁。

「黃金戰士」行動第二階段，將於本月底至10月初的假期繼續進行，屆時海關人員將加強巡查熱門的旅遊購物區，向商戶及遊客加強宣傳。許偉明提醒商戶守法，而消費者亦應光顧信譽良好的商戶，並留意商品的計價單位，盡量要求更多資訊，如所選商品的總價格，再作交易決定。消費者如要購買藥品，應了解有關品牌的包裝，並於購買前仔細檢查貨品，收據亦應妥善保存以備將來參考。市民如發現懷疑違反《條例》的情況，可致電海關24小時熱線2545 6182。

根據《商品說明條例》，商戶如在交易過程中遺漏重要或隱藏重要資料、以不明確、難以理解、含糊或不適時的方式提供重要資料，或未能表露其商業用意的營業行為，因而導致或相當可能導致一般消費者作出某項交易決定，而如該消費者沒有接觸該營業行為，該消費者是不會作出該項交易決定的，即屬違法。

此外，商品說明可以透過任何形式及任何途徑展示，包括口頭陳述或書面紀錄，任何人士在營商或業務過程中供應已應用虛假商品說明的貨品，即屬違法。違反《商品說明條例》，一經定罪，最高可被判罰款50萬元及監禁5年。

他的態度 and 心情(已有16人表贊):



文匯點擊排行榜

- 屠放「資料」 港「恩師」傳爆
- 廿四味: 劉進圖「及時」爆料 不揮陳文雅遺為憾
- 習近平訪中港開放: 「芝麻開門」關不上
- 校委斥劉進圖「假復論」荒謬
- 中美學生合唱彭麗媛名曲

- 政經人語: 關注組「游說」為名「恐嚇」港大校友
- 蔡耀昌稱痛危「本土」冷血兇
- 關注組「游說」為名「恐嚇」港大校友
- 不依合約造險 承建商須「埋單」
- 麥加朝聖人跌入 117死805傷 伊朗斥沙特封路離境

- 安倍再射三箭 欲振經濟救民怨
- 特稿: 普羅「動盪」讓誰言「今」復復論: 怎麼說?
- 吳秋北: 破壞法治不受制裁堪憂
- 習近平訪中港開放: 「芝麻開門」關不上
- 兩團巨額在華成立合資公司

文匯新聞專題

- 不忘國難 精神前行
- 打虎拍蠅
- 尼泊爾大地震
- 習近平訪美
- 「一國兩制」在香港特別行政區的實踐

- 香港大講堂
- 2015兩會
- 長江考輪沉沒
- 反對派一意孤行，香港民主萎縮
- 中國主場 2014北京APEC

- 慶祝澳門回歸15周年
- 習近平西行香港工商專業界訪京團
- 樂焦四中全会
- 基本法25周年
- 施德通: 裝思想的「金雞納果」

張覺顏色



Cap 362 Section 2

Contents of Section		Trade Descriptions Ordinance	Gazette Number: L.N. 72 of 2013
Chapter: 362	Title:	Trade Descriptions Ordinance	Version Date: 19/07/2013
Section: 2	Heading:	Interpretation	

(1) In this Ordinance, unless the context otherwise requires-

advertisement (宣傳品) includes a catalogue, a circular and a price list;

authorized officer (獲授權人員) means a public officer appointed under section 14;

average consumer (一般消費者) —see section 13D; (Added 25 of 2012 s. 3)

commercial practice (營業行為) means any act, omission, course of conduct, representation or commercial communication (including advertising and marketing) by a trader which is directly connected with the promotion of a product to consumers or the sale or supply of a product to or from consumers, whether occurring before, during or after a commercial transaction (if any) in relation to a product; (Added 25 of 2012 s. 3)

Commissioner (關長) means the Commissioner of Customs and Excise and any Deputy or Assistant Commissioner of Customs and Excise; (Added L.N. 294 of 1982. Amended 65 of 2000 s. 3)

Communications Authority (通訊事務管理局) means the Communications Authority established by section 3 of the Communications Authority Ordinance (Cap 616); (Added 25 of 2012 s. 24)

consumer (消費者) means an individual who, in relation to a commercial practice, is acting, or purporting to act, primarily for purposes that are unrelated to the person's trade or business; (Added 25 of 2012 s. 3)

Convention country (公約國家) means a Paris Convention country or WTO member as defined in section 2(1) of the Trade Marks Ordinance (Cap 559); (Replaced 35 of 2000 s. 98)

exempt person (獲豁免人士) means a person who is acting in the capacity of a person described in an item of Schedule 3; (Added 25 of 2012 s. 3)

false trade description (虛假商品說明) means-

- (a) a trade description which is false to a material degree; or (Amended 25 of 2012 s. 3)
- (b) a trade description which, though not false, is misleading, that is to say, likely to be taken for a trade description of a kind that would be false to a material degree. (Amended 25 of 2012 s. 3)
- (c)-(e) (Repealed 25 of 2012 s. 3)

forged trade mark (偽造商標) has the meaning assigned to it by section 9(3); (Added 35 of 2000 s. 98)

★ **goods** (貨品) includes vessel and aircraft, things attached to land and growing crops.

goods in transit (過境貨品) means goods which-

- (a) are brought into Hong Kong on a vessel or aircraft for the sole purpose of taking them out of Hong Kong; and
- (b) remain at all times while they are in Hong Kong on the vessel or aircraft. (Replaced 19 of 2008 s. 4)

import (進口) means to bring, or cause to be brought, into Hong Kong.

infringing goods (侵犯權利貨品) means goods to which-

- (a) a forged trade mark is applied; or
- (b) a trade mark or mark so nearly resembling a trade mark as to be calculated to deceive is falsely applied; (Added 35 of 2000 s. 98)

★ **invitation to purchase** (購買邀請) means a commercial communication that indicates characteristics of the product and its price in a way appropriate to the medium used for that communication and therefore enables the consumer to make a purchase; (Added 25 of 2012 s. 3)

mark (標記), when used as a noun, includes a sign capable of distinguishing the goods of one undertaking from those of other undertakings; (Added 35 of 2000 s. 98)

premises (處所) includes any place and any stall, vehicle, vessel or aircraft;

product (產品) means any goods or service but does not include any goods or service covered by Schedule 4;

Note—

See subsection (4). (Added 25 of 2012 s. 3)

Secretary (局長) means the Secretary for Commerce and Economic Development; (Added 5 of 2012 s. 3)

service (服務) includes any right, benefit, privilege or facility that is, or is to be, provided, granted, conferred or offered under a contractual right other than one arising under a contract of employment as defined by section 2(1) of the Employment Ordinance (Cap 57); (Added 25 of 2012 s. 3)

trade description (商品說明), in relation to goods, means an indication, direct or indirect, and by whatever means given, with respect to the goods or any part of the goods including an indication of any of the following matters- (Amended 25 of 2012 s. 3)

- (a) quantity (which includes length, width, height, area, volume, capacity, weight and number), size or gauge;
- (b) method of manufacture, production, processing or reconditioning;
- (c) composition;
- (d) fitness for purpose, strength, performance, behaviour or accuracy;

← things attached to land should mean a house or building

← EC 69/68 dd 30-11

(Enacted 1994)

Section:	4	Application	30/06/1997
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Nothing in this Ordinance applies to contracts made before the commencement of this Ordinance.

(Enacted 1994)

Part:	II	UNCONSCIONABLE CONTRACTS	30/06/1997
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(Enacted 1994)

Section:	5	Relief where contract unconscionable	30/06/1997
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(1) If, with respect to a contract for the sale of goods or supply of services in which one of the parties deals as consumer, the court finds the contract or any part of the contract to have been unconscionable in the circumstances relating to the contract at the time it was made, the court may-

- (a) refuse to enforce the contract;
- (b) enforce the remainder of the contract without the unconscionable part;
- (c) limit the application of, or revise or alter, any unconscionable part so as to avoid any unconscionable result.

(2) It is for the person claiming that a contract or part of a contract is unconscionable to prove that it is.

(Enacted 1994)

Section:	6	Matters to be considered by the court	30/06/1997
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(1) In determining whether a contract or part of a contract was unconscionable in the circumstances relating to the contract at the time it was made, the court may have regard to (among other things)-

- (a) the relative strengths of the bargaining positions of the consumer and the other party;
- (b) whether, as a result of conduct engaged in by the other party, the consumer was required to comply with conditions that were not reasonably necessary for the protection of the legitimate interests of the other party;
- (c) whether the consumer was able to understand any documents relating to the supply or possible supply of the goods or services;
- (d) whether any undue influence or pressure was exerted on, or any unfair tactics were used against, the consumer or a person acting on behalf of the consumer by the other party or a person acting on behalf of the other party in relation to the supply or possible supply of the goods or services; and
- (e) the amount for which, and the circumstances under which, the consumer could have acquired identical or equivalent goods or services from a person other than the other party.

(2) In determining whether a contract or part of a contract was unconscionable in the circumstances relating to the contract at the time it was made-

- (a) the court shall not have regard to any unconscionability arising from circumstances that were not reasonably foreseeable at the time the contract was made; and
- (b) the court may have regard to conduct engaged in, or circumstances existing, before the commencement of this Ordinance.

(3) In considering the exercise of its powers under section 5 to grant relief in respect of a contract or part of a contract found to be unconscionable, the court may have regard to the conduct of the parties to the proceedings in relation to the performance of the contract since it was made.

(Enacted 1994)

Part:	III	MISCELLANEOUS	30/06/1997
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(Enacted 1994)

Basic Law

- National laws shall not be applied in the HKSAR except for those listed in Annex III to the Basic Law. Law in Annex III shall be confined to those relating to defence and foreign affairs as well as other matters outside the autonomy of the HKSAR. The laws listed in Annex III shall be applied locally by way of promulgation in the HKSAR. (BL Article 18)
- No department of the CPG and no province, autonomous region, or municipality directly under the Central Government may interfere in the affairs which the HKSAR administers on its own in accordance with the Basic Law.

★ Protection of Rights and Freedoms

- ★ ● The HKSAR shall protect the right of private ownership of property in accordance with law. (BL Article 6)
- All Hong Kong residents shall be equal before the law. Permanent residents of the HKSAR shall have the right to stand for election in accordance with law. (BL Articles 25-26)
- The freedom of the person of Hong Kong residents shall be inviolable. No Hong Kong resident shall be subjected to arbitrary or unlawful arrest, detention or imprisonment. Arbitrary or unlawful search of the body of any person, or deprivation or restriction of the freedom of the person shall be prohibited. Torture of any resident or arbitrary deprivation of the life of any resident shall be prohibited. (BL Article 28)
- Hong Kong residents shall have, among other things, freedom of speech, of the press and of publication, of assembly, of procession, of demonstration, of communication, of movement, of conscience, of belief, and of marriage; and the right and freedom to form and join trade unions, and to strike. (BL Article 27)
- The provisions of the International Covenant on Civil and Political Rights, the International Covenant on Economic, Social and Cultural Rights, and international labour conventions as applied to Hong Kong shall remain in force and shall be implemented through the laws of the HKSAR. (BL Article 39)

Political Structure

The Executive Authorities

- The Chief Executive of the HKSAR shall be a Chinese citizen of not less than 40 years of age who is a permanent resident of the HKSAR with no right of abode in any foreign country and has ordinarily resided in Hong Kong for a continuous period of not less than 20 years. (BL Article 44)
- The Chief Executive of the HKSAR shall be selected by election or through consultations held locally and approved by the CPG. The method for selecting the Chief Executive shall be specified in the light of the actual situation of the HKSAR and in accordance with the principle of gradual and orderly progress. The ultimate aim is the selection of the Chief Executive by universal suffrage upon nomination by a broadly representative nominating committee in accordance with democratic procedures. (BL Article 45)
- The Government of the HKSAR (HKSARG) must abide by the law and be accountable to the Legislative Council of the HKSAR; it shall implement laws passed by the Council and already in force; it shall present regular reports to the Council; it shall answer questions raised by members of the Council; and it shall obtain approval from the Council for taxation and public expenditure. (BL Article 64)

The Legislature