

To: complaints legco <complaints@legco.gov.hk>, CE O <ceo@ceo.gov.hk>, ex co <exco@ceo.gov.hk>, Panel on Dev <panel_dev@legco.gov.hk>, panel on ps <panel_ps@legco.gov.hk>

From: Henry Tung

Date: 04/01/2016 06:51PM

Cc: WK Lo, Andrew Leung, Priscilla Leung, Jeff Lam, chris cheung, Tony Tse, siu Poon, Yiu Chung Tam, Starry, , Lai Wan Chiang, James Tien, Ip Lau, YH Chan, ftu, Paul Tse, Helena Wong, Wai Yip CHAN, Sau Lan Ho, MK Mak

Subject: Petition on Unreasonable Imposition of Arrear Land Premium on GBHS

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

(See attached file: LCC EC Circular 1968.zip)

(See attached file: Housing Scheme Land 1952)

(See attached file: GBHS and Coopts HS difference.jpg)

(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: LCC Land Lease-land Premium Payment.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: Letter to Ip Lau)

(See attached file: 04.2015.doc)

(See attached file: Confidential.Petition to CY)

(See attached file: 2015 doc.doc)

(See attached file: Petition to CEO 12.2015.doc)

(See attached file: Petition to 特首梁振英博士.11.2015.doc)

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

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

Attached are our further petition on the Unreasonable Imposition of Arrear Land Premium on GBHS by the Administration Department. From the document we gather, such imposition is unnecessary. It is entirely the Department's maladministration. Grateful please order the Department to rectify such mistake.

Thank you.

Residents of GBHS (Lung Cheung Court)

Concensor: TUNG Shu Shing, Committee Member of The Incorporated Owners of Lung Cheung Court (Broadcast Drive)

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

Shedden 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	15%
3+ {		1,327 sq. ft.	\$49,000	

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.

/.... (11)

- (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.
- (D) 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.

(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.

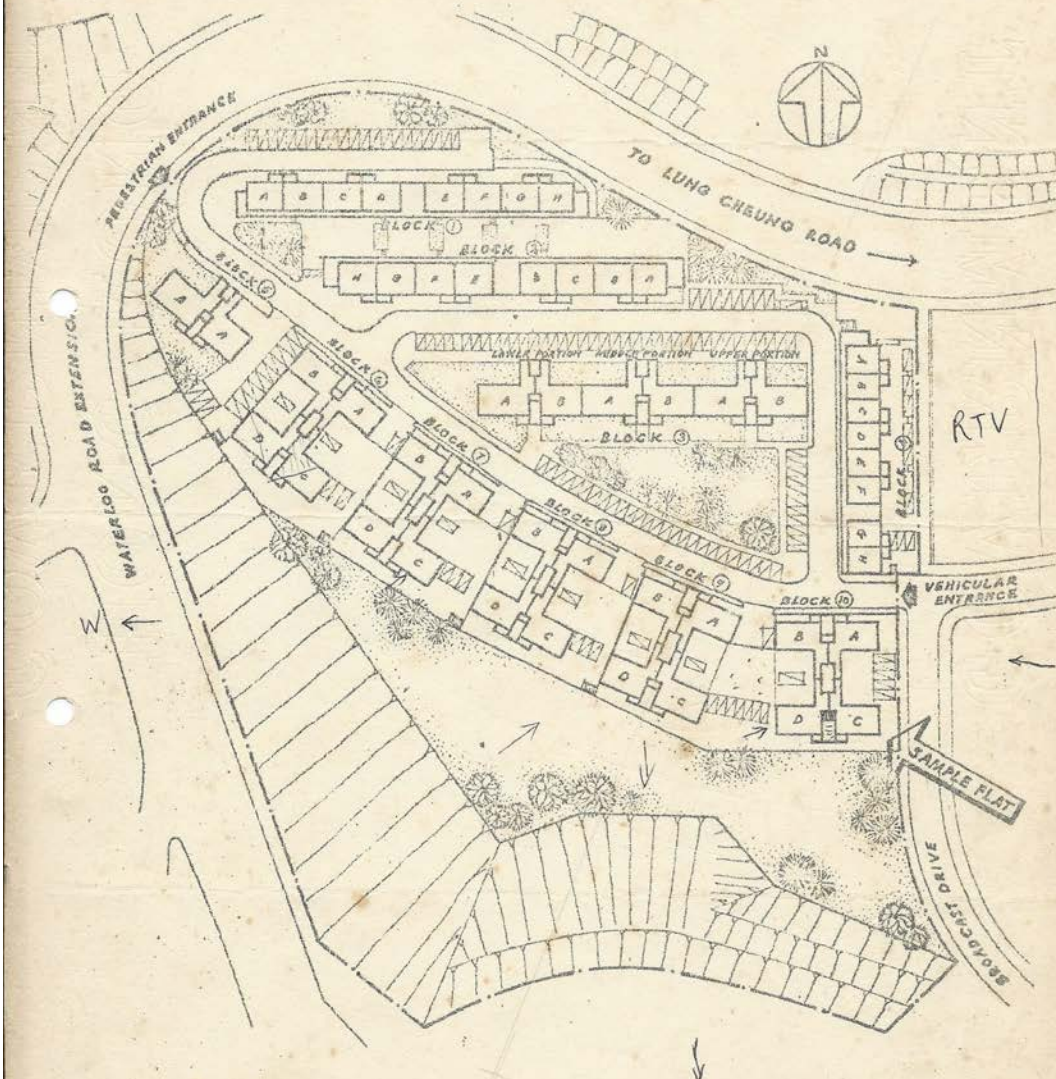
16. A Type 3+ sample flat has been prepared at Lung Cheung Road Stage I so that applicants may view a completed flat.

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

Appendix A



LAYOUT PLAN

SCALE: 100 FT. TO AN INCH

C O P Y

Colonial Secretariat,
Hong Kong.

10th December, 1952.

RESTRICTED.

No. 5/611/51

SECRETARIAT TEMPORARY CIRCULAR NO. 74

Government assistance towards housing of local officers.

A number of requests have recently been received by Government for financial assistance to non-expatriate officers who wish to provide themselves with housing.

2. Subject to the approval of the Secretary of State, it has been decided to set aside funds for this purpose, and applications for loans from these funds will now be received.
3. It is proposed that Crown land shall be made available at half the upset price, together with full crown rent, for approved scheme, and that the cost of forming the site and constructing the building shall be advanced to a maximum figure. The loan, which will include the half-value of the land, will bear interest at $3\frac{1}{2}$ per cent per annum payable every six months and must be repaid within a period normally of not more than twenty years. There will be a strict prohibition on sale or mortgage for a period of years or until the loan is repaid, and conditions adequate to ensure that the building is used only for the housing of Government servants.
4. Government is not prepared to deal with groups of less than ten officers. Accordingly any officers who wish to promote their own housing scheme should prepare their proposals and submit them for consideration, giving as many particulars as possible including the desired site, sketch plans, estimated costs and financial details of the scheme, and names and posts of the participants. Officers are particularly requested carefully to consider the important point of whether their means will be equal to the financial burden they propose to undertake, bearing in mind that outgoings on the completed building will include capital repayments, interest, Crown Rent, property tax, rates, and maintenance.
5. In view of the increasing shortage of building sites, no scheme will be accepted unless the land is to be developed to the fullest possible extent. In any case of doubt, the Director of Public Works may be consulted on this point, and he will also advise regarding sites and plans.
6. If a scheme is accepted, the sponsors will be required to form themselves into a co-operative society (or other corporate body) with which Government will thereafter deal. It is essential that the by-laws of the society provide that the flats to be built may be tenanted only by civil servants serving or retired. The Registrar of Co-operatives will advise on procedure and a set of model by-laws will be made available to sponsors by him.
7. The scheme applies only to non-expatriate officers on the pensionable establishment.
8. Applications should reach this Secretariat by 1st March, 1953.

By Command,

D.W.B. BARON,
Acting Deputy Colonial Secretary.

C O P Y

RESTRICTED

Colonial Secretariat,
Hong Kong.

File No. 5/2321/56.

11th June, 1956.

SECRETARIAT STANDING CIRCULAR NO. 9
Government assistance in housing
non-expatriate officers.

As a result of the successful completion of several housing schemes by building co-operative societies, Government now proposes to extend its assistance beyond the limits set out in Secretariat Temporary Circular 74 of 10th December, 1952.

2. Funds will be made available to groups, numbering not less than ten members and consisting of officers on the pensionable establishment not eligible by their terms of service for Government quarters. Groups must accept the following general conditions:

- (a) the sponsors to form themselves into a co-operative building society if their scheme is accepted
- (b) the Crown land, made available at half the upset price, to be developed to the fullest possible extent
- (c) the loan, for the purchase of the land and the construction of the building, and interest at $3\frac{1}{2}\%$ per annum, payable every six months, to be repaid within a period of twenty years
- (d) a strict prohibition on sale or mortgage until the loan is repaid
- (e) accommodation for individual officers to be such that no officer will be involved in monthly payment to the co-operative society in excess of one quarter of total monthly emoluments.

3. Government will deal only with co-operative building societies and the sponsors of schemes must accept by-laws based on models available on application to the Registrar of Co-operatives.

4. Because of the shortage of building sites no scheme will be accepted unless the land is developed to the fullest extent possible. The Director of Public Works will advise on sites available and the extent to which they must be developed.

5. Sponsors of scheme must first apply to the Colonial Secretariat for formal permission to participate in the facilities now offered. Applications must provide a list of officers wishing to be associated in the scheme showing names, grades, and total emoluments, details of the proposed site, and a rough estimate of the loan required.

6. When formal permission is granted to initiate a scheme the sponsors will be required to take advantage of the facilities granted as soon as possible. Details of the financial and building procedures will be made available on application to the ~~XX~~ Colonial Secretariat.

By Command,

E. B. DAVID
Colonial Secretary.

In reply please quote:

L.S.O. 102/5146/53

Crown Lands & Survey Office,
Public Works Department,
Hong Kong.

2nd November, 1956

Sir(x),

Local Officers Housing Scheme
Secretariat Circular No. 9 of 1956

回德 56年6月11日
通告 10-7 而申請

I have the honour to refer to your application dated 22.9.1956

concerning the grant of an area of Crown Land at Shun Ning Road on which to erect a residential building and to inform you that the site shown edged red on the attached plan comprising 6,000 sq. ft. at Shun Ning Road, Kowloon has been provisionally reserved for your group.

2. This Department is considering recommending to Government the grant of this site on the following terms :

Premium : \$ 20.00 per sq. ft.
Crown Rent : \$ 1,200.00 per acre per annum.
Building Covenant: \$ 200,000.00 in 24 months.

It is considered that the site is suitable for the erection of a 5-storey block of 20 flats.

3. The above mentioned terms are purely tentative and are stated here merely to give your group an approximate basis upon which to plan. Action is in hand for the preparation of full terms and conditions of Sale for submission to Government and no guarantee can be given that these will contain the identical figures given in para. 2 above and in any case whatever recommendation is made will be subject to final approval by Government.

I have the honour to be,
Sir(x),
Your obedient servant,



(R. C. Clarke)
for Director of Public Works

c.c. D. F. S.

Edward Lee, Esq.,
c/o Port Health Office,
Marine Department Building,
Hong Kong.

Difference of Coopts Housing Schemes and GBHS

Tuesday, March 31, 2015 6:43 PM

From: "Henry Tung"
To: "Esther pui kwan"
Cc: "WS SZETO" "Manho Wong"
"Henry Tung"

The Difference of Coopts Housing Schemes and GBHS (LCC and Hong Lee Court)

Housing Schemes

1. The Housing Scheme was done by a Coopts Society formed by a group of Civil Servants individually and applied to Govt. for loan (The Colonial Treasurer Incorporated) for financing and Lands Department for lease of land to develop the scheme. The loan is the full amount of the development (land cost, construction, architect fees, etc. etc). The loan is to be repaid by 20 years instalments and the interest was only 3.5% per annum. The upper limit of the loan repayment per month of each staff would not be exceeding one quarter of their salary to control the size of the flats to be developed. The Society leased the land from Lands Department at 50% of the market price. (CS's Secretariat Standing Circular No. 9 dd 11 June, 1956 referred). It means that the land acquired by the Coopts Society is one half of the market price. But later, in some Govt.'s document saying it was only 1/3 of the market price, whether the Officers in Lands Department were absent-minded or there is another later Standing Circular to replace this one, we do not know.
2. As the schemes were spread over Hong Kong island, Kowloon, New Kowloon and the New Territories, land lease for lots in different region are different. For HK Island, it started from the date of the lease for 75 years, and Kowloon (South of Boundary Street) started from 1698 for 75 years and renewable for 50 years. For New Kowloon (North of Boundary Street) and New Territories started from 1898 for 75 years and renewable 24 years up to the end of June, 1987 less 3 days.
3. Since some of the Coopts Societies at the time they acquired the land, it was almost to the expiration date of 75 years, so Lands Department issued a "Modification Lease Letter" to the Coopts Societies and asked them to abide to. As in the Standing Circular had said, the original land payment by Coopts Societies are "one half" of the market price, but the Officers in Lands Department alleged saying that it was only "one third" such that the terms for land premium payment was imposed as follows:
"An amount equal to two third of either the existing use land value of the Property 'or' the full market value of the Property as the case may be at 'Director's discretion'".

Coopts Societies are still arguing with Govt on this point.

Government Built Housing Scheme (GBHS)--Lung Cheung Court and Hong Lee Court

1. GBHS was initiated by The Colonial Treasurer Incorporated (changed name to The Financial Secretary Incorporated soon before 1997), this organisation developed the afore-said two sites, built the flats in various size to sell it to Civil Servants. The method is detailed in an Establishment Circular 88/68 dd 30 November, 1968. Para 3 of the Circular said the flats were developed to sell to the qualified Civil Servants by instalments. Para 7 of the Circular listed various amount of acquirement of the various size of the flats, also stated that the price does include Land Cost plus administration cost (normal Govt practice is 20% on top of the made up overall expense of the project). From our understanding, the land cost is the full amount of the land value. As in the original lease, it is stated that Lands Department leased the Land to The Colonial Treasurer Incorporated at an amount of \$3,082,740.00. The leasees has to undertake huge site formation as the lot is located on a hilly site. The lease expired in 1997. Unlike in the lease to the Coopts Societies, it is only stated that Lands Department leased this lot to xxx Coopts Society to develop the housing scheme and no amount of payment is put in. The role of The Colonial Treasurer Incorporated in the development of LCC was just like a normal territory property developer and all procedures about trading were adhered to.
2. We, the purchasers of GBHS had to pay an amount varied from 10% to 15% of the selling price as down payment depending on the size of the flat we were allocated. Then The Colonial Treasurer Incorporated acted as money lender to lent the balance of the purchase cost and repaid by 20 years instalments at an interest rate of 7% per annum. (GBHS repaid monthly, while for the Coopts Societies, repaid at half year interval). We, LCC members applied to purchase the flats individually and not as a group as Coopts Society, to develop the site themselves.
3. Since these two lots, LCC and Hong Lee Court are located in New Kowloon (North of Boundary Street), the lease term is same as that for the other lots in that territory. Soon before 1997, HK Govt enacted a law Cap 150 New Territories Land Contract (Renewal) Regulation, it is stipulated that there is no need to pay land premium for the renewal of lease, only an additional of 3% charge added to the rate payment. In fact, in 1996, Hong Kong Govt entered a new lease with The Financial Secretary Incorporated to incorporate the Cap 150 requirement as a Memorial No. UB66743324 dd 4 July, 1996 and registered it in The Registry. However, in 2002, two organisations of Govt. (DLO/Kowloon East and The Financial Secretary Incorporated) enter an agreement in the form of lease modification letter (Memorial No. 8524082 dd 22 Feb. 2002) saying that the extension of lease entered in 1996 is considered void and replaced by this lease modification letter, the terms of payment of land premium is added to which stated that
"the said Lessees shall have first paid to the Government the amount of premium in respect of his Unit which is a due proportion of an amount equal to two-third of either the existing use value of the Lot or, where the Lot is economically suitable for re-development at the relevant date, the full market land value of the Lot at the relevant date".
It is same as that the Lands Department imposed on Coopts Society, though the way of acquirement of the flats for LCC is entirely different from Coopts Housing Schemes. We consider it is very unreasonable. Furthermore, DLO/Kowloon East is only a D1 officer in the Govt. as the modification of lease letter was not signed "for Director of Lands" (authority assigned by the Director), we doubt very much about its validity.
4. Please note that after 1997, we, the LCC owners do pay the additional rate payment requirement according to Cap. 150.
5. GBHS Hong Lee Court has started to apply for title deed in April, 2014, but so far Govt. has not yet replied and give them any terms yet.
6. The acquirement of land, the lease for the Coopts Society was signed between the Chairman of the Coopts Society, and LCC the original land lease was entered between the Lands Department and The Colonial Treasurer Incorporated. As to the Deed of Mutual Consent, for Housing Scheme, it was entered between the Chairman of the Coopts Society and a member of the Society. And for LCC, it was entered between The Financial Secretary Incorporated and a purchaser Leung Ho Kam Kenneth on 24 June, 2003 and in which it explicitly stated that we should abide to the lease, in particular the lease modification letter. It is very unfair. In fact we have already paid off all loans by 1990 or before. We purchased the flats entirely to follow the normal property trading procedure in HK, the unreasonable term of land premium payment imposed long after all loan is settled. We consider Govt. does violate the law of HK, Cap 26 Sales of Goods Ordinance as well Cap 458 Unconscionable Contract Ordinance.
7. We have lodged a petition to CEO C.Y. Leung in August, 2014 pleading to cancel such unreasonable imposition, and CY replied he has referred to DevB and CSB for following up. Two weeks after, CSB replied saying it is not his branch's idea and is entirely DevB's decision. One should note that when we dealt with The Colonial Treasurer Incorporated or The Financial Secretary Incorporated, CSB staff do represent and sign all document for those organisation.
8. Genius comment on our finding on this is sought.



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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。

海關拘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人在行動中被捕，包括藥房負責人及職員。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，令顧客要多付多逾百倍價錢。涉案的商品為瑪卡花膠，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「斤變錢」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，並應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途的營業行為，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人表態):

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他的態度 and 心情(已有16人表態):

10



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他的態度 and 心情(已有16人表態):

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Cap 362 Section 2

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

(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)

F-1967
J. 5195

This Indenture

made the 2nd day of June
One thousand Nine hundred and thirty 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 its Successors and Assigns

of the other part Whereas the Governor and Commander-in-Chief of the Colony of Hong Kong and
its Dependencies in his name where necessary in Council and the Officer for the time being acting in
his stead of the Colony are 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 seven hundred
and forty dollars in Current Money of the said Colony which has been paid and

in consideration of the land hereinafter reserved and contained in and on
the part and behalf of the said Lessee to be paid done and performed Her said Majesty Both hereby
grant and demise unto the said Lessee All that piece or parcel of ground situate in the said Colony
or near Broadest Street Newcomen in the said Colony bounded on or towards the North
by Waterloo Road and having frontages thereof of thirty four feet two inches or there-
abouts (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

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.

Agreed ✓

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.

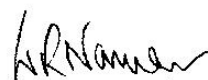
any fees involved?

/10.

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 (TLvP))
Acct. Gen. (49 in D/8/218/1 II)
C. for H. (H.D. 2/45/65)
S.C.L. & S. (LFC 493/5146/53)
D. of Audit
A.S.(LB)
BL 2/31/220/67

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



特首梁振英博士鈞鑒，

經過多次催促，發展局終於完成 鈞座指令跟進的任務，給我們之請願信一個回覆，並有副本呈交 鈞座鑒閱。我等很詫異發展局的官員在今時今日仍然用前朝殖民地官僚統治香港的手法來處理今次我們的請願投訴，只是巧言令語維護前朝政府辦事的短處，並沒有以先天下之憂而憂的精神，自覺地來改正前朝犯下的過失。

首先，地政署的官員仍以為 GBHS 與 Coopts Society 所建之 Housing Scheme 同是一體（前朝的官員也是這樣的觀點），請看附上有關 GBHS 及 Coopts Society 建造之 Housing Scheme 完全不同的分析，二者無論是從獲地形式，建造發展過程和購買方法，貸款條件完全不同。Housing Scheme 是根據 Secretary Temporary Circular No. 74 dd 10th December, 1952 及 Secretary Standing Circular No. 9 dd 11th June, 1956 由公務員自己組織了 Coopts Society 而興建。詳情已清楚地記載在上述兩份 Circular 之內。在那兩份 Circular，多次講述，Housing Scheme 的地是以市值 50% 批地給與，而 GBHS 則是由政府授權 The Colonial Treasurer Incorporated 作為發展商，發展龍翔苑 (Lung Cheung Court) 及康利苑 (Hong Lee Court) 以分期付款方式售與合資格之本地公務員，情形與 Housing Scheme 炯然不同。發展

GBHS 以分期付款形式售與公務員及招售詳情見 Establishment Circular 69/68 dd 30.11.1968. 在此通告中, Para 3 說是以分期付款方式售給合資格之公務員, Para 7 列明不同大小單位之售價及明確顯示該售價是包括了地價和行政費用在內. 此 Circular 並沒有說這地價是只是部份款項, 而付款方式亦沒有說將來有補地價的需要. 於是我們根據 Circular 所示申請購買龍翔苑的單位. 成功申請者並繳付首期落實. 而發展局的覆函說道於 1969 年 6 月 13 日有高官團 Expatriate Officer, 包括 D8 之 Akers-Jones 及兩名 A.S. 與七位成功的申請者講話說道售價中之地價只是當時市值之 1/3. 但卻沒有講將來或何時要補繳交這筆不足之地價和方法. 而在會議後之兩個星期 (27.6.1969), Land Lease 才正式發出, 只說道該天港英政府是以 HK\$3,082,740.00 將 LCC 的地包括附近的山坡售給 The Colonial Treasurer Incorporated 來發展 LCC 給合資格的公務員購買, Lease 之中沒有說購買價只是市值之 1/3, 亦沒有說將來要補地價和假如要補的話, 要怎樣補的方法. 要知道當時我們一群申請者, 職位低微, 最高不超過 MP 14, 與參與會面之外藉高官 D8 比, 懸殊得很, 根本沒有 “the relative strength of the bargaining positions” with those high rank expatriate officers 來和港英政府高官爭辯其不是之處, 因為在招請我們購買 LCC 的 Circular 中, 並沒有說地價 1/3 的條款, 亦沒有說將來要補地價和如要補地價, 應該要如何補法. 這些後加的口头 Information, 已是 unconscionable contract. 更加上兩星期

後的 lease 又沒有將 Akers-Jones 們的說話加進在內，後來要我們 LCC 的業主要補交地價的指令，根本就沒有理由。鈞座是土地測量專業的專家，應該明白這道理吧。1984 年中英談判香港主權塵埃落定之後，1985 年 11 月 25 日 Secretary for the Civil Service 發出公函說道港英政府的 Executive Council 決定除了 Wah Yuen Chuen 及 Shatin Lodge，所有 Coopts Society 所建之 Housing Scheme 及 GBHS 必須跟指令的計算方式來補地價，而 Housing Scheme 與 GBHS 的計算公式完全相同。此乃一條由上而下的指令，並不容許下級反對，完全是英人統治殖民地的霸道手法，已經違反了 Cap 458 Unconscionable Contract Ordinance，正式是只許州官放火，不許百姓點燈。而且，此指引却是在事情發生後 16 年後才頒佈，霸王硬上弓，這些殖民地行政手法，相信鈞座也不會認同，加上 GBHS 與 Coopts 之 Housing Scheme 是兩個完全不同的產物，殖民地政府要我們用同一條件補地價的指引，十分不合理。到 2002 年時，當時之 DLO/Kowloon East 為了邀功，將此不合理的補地價條款以 Letter of Lease Modification 用自己職位名義簽署和登記，強迫我們 LCC 的已屆耄耋之年的退休公務員遵守，並沒有經特區政府之行政會及立法會來再審核 1985 年之指令的合理性和合法性。加上如此影響重大的更改 Lease Condition 並不是一個小小部門的主管有資格簽署的。在後來執行此 Letter of Lease Modification 時，地政署初時用 Lower Bound 的數字來執行補地價的數目，近年却大幅飆升，用 Upper

Bound 的数字收取, 時價不同, 仿如在市場售賣海鮮情况一样. 另一点令我們担心者, 根據 Akers-Jones 在 13.06.1969 的講話, 原來 LCC 在 1969 年四月已得到 Occupation Permit, 但此時 LCC 之 Lease 仍未有, 此 Permit 之有效性及樓宇之安全性成疑. 鈞座任職不久, 在山頂大宅之花園只建造一個小小花棚作為休憩之所, 竟被有關部門視為違法, 大事張揚公佈, 下令拆除. 而对前朝政府所做之違法之事却視若無睹, 噤若寒蟬. 真不可思異.

我等特懇請 鈞座與特區之行政會及立法會檢討 1985 年前朝頒佈之苛政的合理性和合法性. 还我們一個公道. 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)

副本寄: 香港中联办張曉明主任

立法會譚耀宗議員

行政及立法會李慧琼議員

行政及立法會葉劉淑儀議員

立法會陳婉嫻議員

立法會蔣麗芸議員

立法會陳恆鑌議員

立法會梁美芬議員

立法會潘兆平議員

立法會謝偉銓議員

Date 30 December, 2015

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

Further to our petition submitted in Nov. 2015, we have now gathered more information on how the Colonial Government handled the Housing Benefit for the Local Officers in the last century. It is very clear it was the Colonial way of Administration and was very unfair to the Officers who joined the service before 1980, for GBHS members in particular. Grateful your Honour will correct such malministration committed by the Colonial Government in the not too distant future, as we are now all very senior citizens and like to see such 冤案平反 before we leave this world. Thanks.

Resident of GBHS (Lung Cheung Court)

Convenor: TUNG Shu-shing, Committee Member of The Incorporated Owners of Lung Cheung Court (Broadcast Drive)

Correspondence Address: P.O. Box 73163, Kowloon Central post Office, 405 Nathan Road, Kowloon.

c.c 中联办张晓明主任

Hon TAM Yiu Chung

Hon Frederick FUNG Kin-Kee

Hon Starring LEE Wai-King

Dr Hon CHIANG Lai-Wan

Dr Hon Elizabeth QUAT

Hon Tony TSE Wai-Chuen

Hon POON Siu-Ping

Hon CHAN Han-Pan

Hon Mrs. Reginia IP LAU Suk-Yee

Dr Hon Priscilla LEUNG Mei-Fun

Hon Paul TSE Wai-Chun

Hon Abraham SHEK Lai-Him

Dr Hon Helena WONG Pik-Wan

Hon CHAN Yuen-Han

Hon James TIEN Pei-Chun

特首梁振英博士钧鉴，

您好。

团结香港基金发表的香港土地发展报告写得很好。值得接纳依此施政。有关居屋补地价的建议，更是合理之至。美中不足之处是没有提到 Civil Servant Coopt Society 兴建的 Housing Scheme 和 政府兴建的 Housing Scheme (GBHS) 补地价的问题。事实上，这些 Housing Scheme 的产生，是居屋发展的蓝本，分别是 Housing Scheme 是为 1950-1970 年代之本地公务员而设。而居屋则是 80 年後为全港市民而设立。就是这样分别而已，Coopt Society Housing Scheme 是公务员以 1/2 土地价格向政府购地自行兴建，而 GBHS 则是政府以土地全价批地，兴建後售给公务员。当 Aker Jones 从马来亚调来香港主理 Civil Service 事务时，却诡辩说所有发展 Scheme 之土地只是以 1/3 土地价格批出。但又没有提出是否日後是否要补回土地差额的需要。第一期的居屋俊民苑(落成於 80 年初) 都没有要补地价差额之事。而到隔了十七年後(GBHS 建造於 1968) 的 1985 年，那时是 David Ford 掌大权，他突然发出指令，由 Secretary of Civil Service 颁报说所有 Housing Scheme 一定要补回土地差额 (以 Current 土地价计算)，然後才可以出售及出租 (分租小部份亦在内)。很明显这是殖民地主子统治殖民地人民的手段和手法。在我等 GBHS (Lung Cheung Court) 多次给 钧座的请愿函都表示了我们的怨气。今特将我们收集了有关发展和出售 GBHS 过程的

资料综合起来给 钧座阅览和为 GBHS 反案决策之用.

谢谢.

GBHS (Lung Cheung Cout) 全体居民上

Convener 董树成 ,

龙翔苑(广播道) 叶主立案法团管理委员会委员

Correspondence Address: P.O.Box 73163, Kowloon Central Post
Office, Kowloon.

cc. 谭耀宗议员 请为我们这宗冤案发声
 督促政府早日将之平反

李慧琼议员

蒋丽芸议员

葛佩帆议员

谢伟铨议员

潘兆平议员

陈恒镛议员

叶刘淑仪议员

中联办张晓明主任

梁美芬议员

谢伟俊议员

黄碧云议员

..

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 beneficiary 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.