

立法會秘書處法律事務部的信頭
Letterhead of Legislative Council Secretariat Legal Service Division

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By Fax No. 25093770

4 June 1999

Ms Eva To
Principal Assistant Secretary
Housing Bureau
18/F Murray Building
Garden Road
Hong Kong

Dear Ms To,

**Estate Agents Practice
(General Duties and Hong Kong Residential Properties) Regulation**

On scrutinizing the legal and drafting aspects of the above Regulation (L.N. 124 of 1999), I would like to seek your clarifications on the following points:

- (1) In the Chinese text of section 3(1), it states that “以下各項相應亦屬為施行本條例而訂明者－”。Can “相應” be used as a noun?
- (2) In sections 6, 10, 11, 12(7) and 13 “a lease of the property” is mentioned. The parties to the lease should be the landlord or the tenant respectively but such parties are omitted in these sections. Only the vendor or purchaser appears. Should the words “or a landlord” be added after the word “vendor”, say, in section 6(1)?
- (3) In item 2(b), Part 1 of Form 1 in the Schedule, the Chinese text for “assignment” is rendered as “轉讓的買賣協議”。 “協議” may not be a deed. Should it be “轉讓契” as used in the Conveyancing and Property Ordinance (Cap. 219)?
- (4) In paragraph 4 of Form 4, the English text is the “Purchaser” but in the Chinese, it is rendered as “賣方”。 Will an amendment be proposed to rectify it as “買方”。

Your early reply in both Chinese and English is appreciated.

Yours sincerely,

(Anita Ho)
Assistant Legal Adviser

c.c. Miss Betty Cheung, SGC
LA, (Fax No. 2868 2813)

政府總部房屋局的信頭

本局檔號 Our Ref. (25) in HB 9/7/42
來函檔號 Your Ref.

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7 June 1999

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Legislative Council Secretariat
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Dear Ms Ho,

**Estates Agents Practice
(General Duties and Hong Kong Residential Properties) Regulation**

Thank you for your letter dated 4 June 1999. We have consulted the Department of Justice and set out our comments on the points you raised as follows for your information -

Section 3(1)

“相應” is not a noun and the clause is correctly rendered.

Section 6, 10, 11, 12(7) and 13

“Vendor” is defined under section 2 of the principal Ordinance which includes a “prospective landlord”. Therefore, we do not need to add “or a landlord” in the provisions as suggested.

Item 2(b), Part 1 of Form 1 of Schedule

“assignment” is correctly rendered as “轉讓” (not as “轉讓的買賣協議” as suggested) and “買賣協議” is the rendition of “agreement for sale and purchase”.

Paragraph 4 of Form 4

The typo of “賣方” will be corrected as “買方” in future.

Yours sincerely,

(Ms Eva To)
for Secretary for Housing