勇敬的谢传铨误到:

被闯立法會之發信事務委員會将 於七月十六日舉行了聽會研討公務員建 序計劃發生的問題及解決辦法.

毒妄上GBHS 龍翔苑曾君此事內打 首梁振崇博士逸交了多针請教信副件 附上在未来之公聽會,我们永會明明 的意見表達,由我發表意見的時間有限, 我们之格特首之請教信,亦看作我们之 以下班 Mpresuntation, 公開你委員會各委員 議員和公家人任知 題.

謝謝差这.

GBHS 龍翔苑全体层民(我们都是看耄i 年已还休多年之名務員) 代表董樹成上 8hm-shiry Ing (龍翔苑(廣播遊) 業主之案法团 管理委員會委員 5m June, 2015 特首梁振英博士鈞鑒,

經過多次催促,發展局终於完成 钧座指令跟進的任務, 给我們之請願信一個回覆,並有副本呈交 钧座鑒閱. 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,只是巧言令語维護前朝政府辦 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 同是一体 (前朝的官員也是这样的觀点),請看附上有关 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,建造發展过程和购買方法,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 由公務員自已組織了 Coopts Society 而興建. 詳情己清楚地記載在上述两份 Circular 之内. 在那两份 Circular,多次講述, Housing Scheme 的地是以市值 50% 批地给與,而 GBHS 則是由政府授權 The Colonial Treasurer Incorporated 作為發展商,發展龙翔苑 (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 款方式售给合資格之公務員, Para 7 列明不同大小單位之售价及 明確顯示該售价是包括了地價和行政費用在内. 此 Circular 並 没有說這地价是只是部份款項,而付款方式亦沒有說將來有補地 价的需要. 於是我們根據 Circular 所示申請购買龙翔苑的單位. 成功申請者並缴付首期落实. 而發展局的覆函說道於 1969 年 6 月 13 日有高官团 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价只是當時 市值之 1/3. 但却沒有講將來或何時要補缴交这筆不足之地价和 方法. 而在會議後之两个星期 (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 包括附近的山坡售给 The Colonial Treasurer Incorporated 來發展 LCC 给合資格的公務員购買, Lease 之中沒有說购買价只是市 值之 1/3, 亦沒有說將來要補地价和假如要補的話, 要怎樣補的 方法. 要知道當時我們一群申請者, 職位低微, 最高不超过 MP 14, 與参與會面之外藉高官 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辩其不是之處, 因為在招 請我們购買 LCC 的 Circular 中,並沒有說地价 1/3 的條款,亦 沒有說將來要補地價和如要補地價, 应該要如何補法. 这些後加 的口头 Information, 己是 unconscionable contract. 更加上两星期

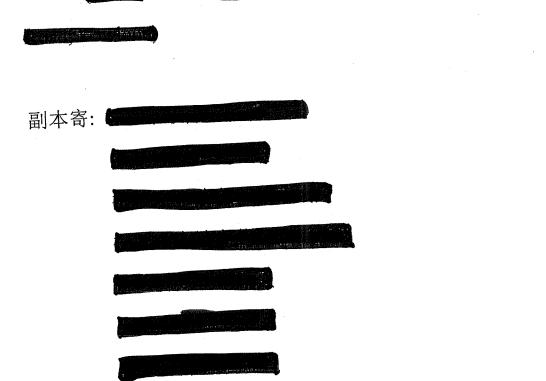
後的 lease 又沒有將 Akers-Jones 們的說話加進在内, 後來要我 們LCC的業主要補交地價的指令, 根本就沒有理由. 鈞座是土地 测量專業的專家, 应該明白這道理吧. 1984 年中英談判香港主权 塵埃落定之後, 1985年11月25日 Secretary for the Civil Service 發出公函說道港英政府的 Executive Council 决定除了 Wah Yuen Chuen 及 Shatin Lodge, 所有 Coopts Society 所建之 Housing Scheme 及 GBHS 必須跟指令的計算方式來補地價、而 Housing Scheme 舆 GBHS 的計算公式完全相同. 此乃一條由上 而下的指令, 並不容許下级反对, 完全是英人统治殖民地的霸道 手法, 己經違反了 Cap 458 Unconscionable Contract Ordinance, 正式是只許州官放火,不許百姓点燈.而且,此指引却是在事情 發生後 16 年後才頒佈,霸王硬上弓,这些殖民地行政手法,相信 钧座也不会認同,加上 GBHS 與 Coopts 之 Housing Scheme 是 两個完全不同的产物,殖民地政府要我們用同一條件補地价的指 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, 强迫我們 LCC 的己届耆耄之年的 退体公務員遵守, 並没有經特区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. 加上如此影响重大的更改 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 的数字來執行補地價的数目, 近年却大幅飚升, 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 年四月己得到 Occupation Permit, 但此時 LCC 之 Lease 仍未有, 此 Permit 之有效性及楼宇之安全性成疑. 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, 竟被有关部門視為違法, 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 鈞座與特区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. 謝谢.

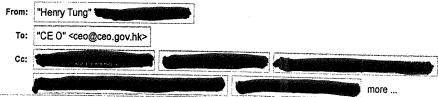
GBHS 龍翔苑全体耆耄退体公務員上

联絡人 董樹成 Shu-shing Jung



Petition from GBHS, Lung Cheung Court residents

Sunday, May 10, 2015 3:45 PM



Dear CEO Hon Dr. C.Y. Leung.

On 30th April, 2015, we had lodged a petition to your Honour for protesting the unreasonable charge of Land Premium on GBHS Lung Cheung Court set by the previous Colonial Government and the current relevant officer blindly to follow such imposition on us. The former Colonial Government did a lot of mistakes in administering this scheme. In our petition to your Honour previously, it has been pointed it out explicitly, and we now sum up the main points of our petition as follows:

Our grounds of petition.are;

1. EC No.69/68 dd 30.11.68 (the invitation Circular to local Civil Servants for application to purchase the flats under GBHS by instalments) clearly stated that the selling

price of GBHS to Civil Servants by instalments does include

the land cost. And no requirement of any arrears land premium to be paid in the future is stipulated.

2. Some blocks in the scheme already started construction

before a formal land lease was finalised on 27.06.1969. Our question is how

can a permit for construction be issued without a valid land

lease? Is it an illegal construction when the construction development was stared?

3. Occupation permit for those blocks had been issued in

April, 1969 before a valid land lease was available in June, 1969, and the

then B.O.O dared to issue such certification saying the

construction did comply with the lease condition. Is this occupation permit a valid document? And also that

some civil servants applied for purchasing the flats successfully had

paid the down payment already by that time, does the sale comply with the Cap 26 Sale of Goods Ordinance and other Protection of Consumers Ordinance?.

4. The later land lease issued on 27 June, 1969 did not say

the land cost paid by The Colonial Treasurer Incorporated to

acquire the land from Lands Department was a partly pay of the land cost, and that it does not say any about there would be an arrears of land premium

5. The CSR circular issued later in 1985 (signed by Wong

Sing Wah) listing the terms of land premium payment for both

Housing Schemes and GBHS are the same and the

circular/regulation is a "one side from top to low instruction" and is an

unconscionable contract (similar to Nanking Treaty). And the Scheme purchasers had no opportunity to object or argue. Furthermore, the purchase of GBHS flats is entirely different with that for the development of the Coopts Society Housing Schemes, why the same terms of payment of land premium

6. In 2002, the then DLO/Kowloon East used his personal

officer title to sign a letter of lease modification

incorporated Wong Sing Wah's circular forcing LCC to abide

with. Such action had not been discussed and approved by

both Exco and Legco of SAR Government. Furthermore, according to Govt.

correspondence procedure, such important document, it should

be signed and issued by the Head of Department rather than

by an officer whose grade is below D3. Apparently it is not the opinion of the head of the policy maker.

From the above, it would appear the then Colonial Government

administration does commit serious mistakes to have

violated Cap 26 Sale of Goods Ordinance as well as other Protection of Consumers Ordinance and in particular Cap 458

Unconscionable Ordinance plus to use the Colonial way to

administer which are totally unlawful and unacceptable. The

SAR Government has the duty to rectify it now. We beg therefore your Honour to rule that the impositon of land premium payment on GBHS Lung

Cheung Couer is invalid.

Thank you in anticipation.

Residents of GBHS, Lung Cheung Court, (we are all retired Civil Servants for over at least 15 years)

Concenvor: TUNG Shu-shing

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