

尊敬的謝偉銓議員：

欣聞立法會之發展事務委員會將於七月十六日舉行公聽會研討公務員建屋計劃發生的問題及解決辦法。

事實上 GBHS 龍翔苑曾為此事向持首梁振英博士遞交了不少封請願信。附件附上。在未來之公聽會，我們亦會將相同的意見表達。由於發表意見的時間有限，我們會未能暢所欲言。特懇請主席將我們之信持首之請願信，亦看作我們之 written representation，公開給委員會各委員議員和公眾人士知曉。

謝謝關注。

GBHS 龍翔苑全体居民（我們都是耆耄之年已退休多年之公務員）

代表董樹成上 Shu-shing Tsang

（龍翔苑（廣播道）業主立案法團

管理委員會委員。 5th June, 2015

[REDACTED]

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價之 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價之 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, 與參與會面之外籍高官 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. 這些後加的口頭 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 的已屆耆耄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 *Shu-shing Jung*

[REDACTED]

[REDACTED]

副本寄:

[REDACTED]
[REDACTED]
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[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Petition from GBHS, Lung Cheung Court residents

Sunday, May 10, 2015 3:45 PM

From: "Henry Tung" [REDACTED]

To: "CE O" <ceo@ceo.gov.hk>

Cc: [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED] more ...

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 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 started?
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 to be paid in the future either.
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 is applied to GBHS purchasers?
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 imposition of land premium payment on GBHS Lung Cheung Court 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

Shu-shing Tung