

## **SUMMARY OF CORRESPONDENCE ON THE LAST WILL**

1. One of the Committee's key tasks was to consider what Mr Lee's wishes were in respect of the Property. In July 2016, the Committee wrote to the Parties, inviting their input on Mr Lee's thinking in respect of the Property, and the context/ circumstances relating to Mr Lee's thinking/ wishes, beyond what had already been made public then. The points made by the Parties regarding Mr Lee's Last Will, which have since then come into the public domain, are summarised here.

### **The Parties' Submissions**

2. In their responses to the Committee, both (i) Mr LHL and (ii) Dr LWL and Mr LHY referred to the Demolition Clause, and provided their views on the significance of this Clause in Mr Lee's Last Will.

3. Dr LWL and Mr LHY informed the Committee that "demolishing the House was the unwavering, heartfelt, and deeply personal wish" of Mr Lee, and that this wish "cannot be compromised in any way without disrespecting his memory". As evidence of this, Dr LWL and Mr LHY relied, *inter alia*, on the Demolition Clause in Mr Lee's Last Will. In their view:

- (a) Mr Lee's decision to express his wish for demolition publicly in his Last Will was "clear and incontrovertible evidence" that he wanted the Property demolished after his passing.
- (b) Mr Lee "did not want to make any acquisition of the Property easy, and sought to prevent it from happening".
- (c) As a result, Mr Lee decided to express his wish for demolition in his will (in the form of the Demolition Clause), and made provision to have this wish made public.

If the Property was acquired by the Government, Mr LHL as Prime Minister would then have to "suffer any political fallout" from defying Mr Lee's "express and public (as well as private) wish".

- (d) This was also reflected in the fact that the Demolition Clause publicly tasked each of Mr Lee's children – including Mr LHL – to ensure that Mr Lee's wishes were carried out.

4. Mr LHL informed the Committee, *inter alia*, that:

- (a) Whilst Mr Lee's personal wish was for the Property to be demolished, "after months of reflecting on the unanimous views expressed by Cabinet Ministers",<sup>1</sup> he "came to accept" that the Government may decide to preserve the Property, in the public interest. This "remained his position until he died".
- (b) The Demolition Clause "does not detract" from Mr Lee's acceptance of preservation. The Demolition Clause, as a whole, showed that Mr Lee was prepared to accept a decision by the Government to preserve the Property.
- (c) In addition, there were "serious questions about whether the Demolition Clause was inserted in the Last Will on Mr Lee's instructions and with his knowledge".
  - (i) Mr Lee's penultimate (sixth) will had given Dr LWL an extra share in his estate (relative to Mr LHL and Mr LHY).

In late 2013, this became the subject of discussion between Mr Lee and Mr LHY. As a result of these discussions, Mr Lee decided to change his will to divide his estate equally among his three children (thereby increasing Mr LHY and Mr LHL's shares).

- (ii) Unlike Mr Lee's first to sixth wills, which were prepared by Ms Kwa Kim Li ("KKL") from Lee & Lee, the Last Will was prepared by Mrs LSF's firm, Stamford Law Corporation ("Stamford Law", as it then was).

It would appear that "in a matter of hours", Mrs LSF and Mr LHY "had persuaded Mr Lee to let LSF's firm, Stamford Law Corporation, prepare a new will and to sign it urgently", the next day.

- In the evening of 16 December 2013, Mrs LSF sent Mr Lee what she referred to as "the original agreed Will", which gave the children equal shares in the estate.

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<sup>1</sup> Excluding Mr LHL.

- Less than 30 minutes later, Mr LHY told Mr Lee that he was unable to get in touch with Ms KKL, and suggested that his wife, Mrs LSF, and her partners could come round with an engrossed copy of the will to execute and witness it.
  - It is not clear why Mr LHY thought that the matter could not wait for Lee & Lee to prepare the new will, as it had done for Mr Lee's first to sixth wills.
- (iii) The Last Will was signed by Mr Lee the following morning, with two lawyers from Stamford Law signing off as witnesses. The two lawyers were at Mr Lee's residence for "only 15 minutes, including the time for logging in and out" from the Property.
- (iv) It would therefore appear that "whereas all that Mr Lee had wanted was to restore the division of the Estate to equal shares among the children ... LSF and her fellow lawyers prepared a new will which went beyond that, and got Mr Lee to sign it, all in haste".

Amongst other things, the Demolition Clause, which had been removed from Mr Lee's penultimate two wills (namely, his fifth and sixth wills), was re-inserted in the Last Will.

The gift-over clause, with provisions for the scenarios where Mr LHL, Dr LWL or Mr LHY predeceased Mr Lee, was also absent.

There was nothing to suggest that Mr Lee was "informed or advised about all the changes that were made when he signed the Last Will or that Mr Lee was properly advised about the contents of the Last Will". In fact, there was "no evidence that Mr Lee even knew that the Demolition Clause had been re-inserted into the Last Will".

- (v) After Mr Lee passed away, on 12 April 2015, his Last Will was read to the family by Mr Ng Joo Khin ("NJK"), a lawyer from Stamford Law.

At the reading, Mrs LSF “claimed that Mr Lee had asked her to prepare the Last Will, but that she had not wanted to get personally involved” and had therefore asked Mr NJK from her firm to handle the preparation of the Last Will.

In reading the Last Will to the family, the “impression” given by Mr NJK was that he had prepared it, as Mrs LSF had claimed. However, Mr LHL was “not aware of any facts which show that NJK met or communicated with Mr Lee in connection with Mr Lee’s signing of the Last Will”.

- (vi) Instead, the circumstances showed that Mr LHY and Mrs LSF were “intimately involved in the events surrounding and leading up to the Last Will”.

The involvement of Mrs LSF, as a lawyer (with Mr LHY also being involved) appeared to be a “conflict of interest”: “LSF was involved in the preparation and/or signing of the Last Will, while LHY was a beneficiary under the Last Will and stood to gain by the removal of LWL’s extra share in the Estate under the Last Will”.

5. To ensure that it had the benefit of the Parties’ full views, the Committee shared each Party’s submissions with the other Party, and invited further representations.

6. Mr LHL provided his responses to the Committee by way of statutory declaration. He informed the Committee that he decided to do so in view of the important matters of public interest that were raised.

7. In response to the questions raised in Mr LHL’s submissions, Dr LWL and Mr LHY took the position, *inter alia*, that:

- (a) Mr Lee wanted the Property demolished and was “implacably opposed to any other outcome”.
- (b) The Demolition Clause in the first will was “personally instructed by Mr. Lee and reduced to writing by Mrs. Lee Suet Fern in August 2011”.

- (c) The grant of probate was conclusive of the validity and contents of Mr Lee’s Last Will. Mr LHL was therefore “legally bound to accept” that the Last Will “is the valid last testament of Mr. Lee”.
- (d) Mr LHL’s allegations against Mr LHY, Mrs LSF and Stamford Law were “baseless”.
  - (i) The Last Will was “not drafted by Stamford Law Corporation or Mr. Ng Joo Khin, and LHL’s claimed recollection to this effect is clearly erroneous”. The drafting of the Last Will had “nothing to do with Mr. Ng Joo Khin”.
  - (ii) The Last Will was engrossed on the basis of Mr Lee’s express instruction to revert to his first will from 2011.

On the basis of this instruction, Mrs LSF “obtained what she understood to be the final version of the first will from 2011, without realising that a gift-over clause had been added to the executed version. This version was then engrossed without amendment by the solicitors from Stamford Law Corporation”.

“No sinister motive can possibly be inferred from the accidental exclusion of the gift-over clause”, which was “not an important clause”.

There were also “contemporaneous notes of the execution” of the Last Will showing that Mr Lee “carefully read the document and was fully aware of what he was signing”.

- (iii) Further, the urgency of the matter was explained by the fact that Mr Lee “had been in and out of hospital frequently prior to this, and consequently was anxious to put his affairs in order”.

### **Clarifications Sought on the Last Will to assist the Committee in its Work**

#### **(i) Dr LWL and Mr LHY**

8. After reviewing the correspondence from the Parties, in April 2017, the Committee sought their assistance to clarify various aspects of their respective positions. This was necessary as the Demolition Clause in Mr Lee’s Last Will

was of relevance to the Committee's work. Parties were invited to furnish their responses by end May 2017. As Mr LHL had provided his responses by way of statutory declarations, the Committee asked if Dr LWL and Mr LHY were also prepared to put their responses by way of statutory declarations.

9. In particular, the Committee asked Dr LWL and Mr LHY, *inter alia*:
  - (a) Whether a lawyer advised Mr Lee on the Last Will, and if so, who this was;
  - (b) To clarify the nature of Mrs LSF's involvement (and that of her firm, Stamford Law) in the preparation of the Last Will; and
  - (c) To provide the Committee with a copy of the contemporaneous notes of the execution of the Last Will, which Dr LWL and Mr LHY had referred to (see para 7(d)(ii) above).

In view of the questions regarding her involvement in the Last Will, Mrs LSF was also invited to set out her position by way of a statutory declaration.

10. The Committee explained to Dr LWL and Mr LHY that the legal validity of the Last Will was a matter between themselves, and Mr LHL, as beneficiaries. One of the Committee's key tasks was to consider what Mr Lee's wishes were in respect of the Property. However, as Dr LWL and Mr LHY took the position that the Committee should have regard to the Last Will as evidence that Mr Lee was not prepared to accept preservation of the Property, the circumstances in which that Last Will was prepared became relevant to the Committee's work. That was the context in which the Committee sought the clarifications on the Last Will.

11. On 12 May 2017, Dr LWL and Mr LHY replied, informing the Committee that they would only be able to respond to the Committee's request for clarifications (if at all) at the earliest by the end of June, as they were travelling in the next two months.<sup>2</sup>

12. On 14 June 2017, two weeks before the end-June date, Dr LWL and Mr LHY issued a public statement, titled: "What has happened to Lee Kuan Yew's

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<sup>2</sup> Mr LHL provided his responses to the questions the Committee asked him on 31 May 2017. In essence, these questions related to: (1) whether there was any inconsistency between Mr LHL's prior public statements, and his position in his letters to the Committee; and (2) why Mr LHL's concerns about the Last Will were not raised earlier.

values?”. Amongst other things, they took issue with the formation of the Committee, and the scope of the Committee’s work.

13. Later that same day, Dr LWL and Mr LHY sent a letter to the Committee, conveying their decision to “cease to engage” with the Committee. In the circumstances, the clarifications sought by the Committee regarding the preparation of the Last Will, and Mrs LSF’s involvement, as a lawyer, were not answered.

14. Subsequently, on 16 June 2017, Mr LHY issued a Facebook post, stating: “Stamford Law did not draft any will for LKY. The will was drafted by Kwa Kim Li of Lee & Lee.”

15. However, this assertion was publicly rejected by Ms KKL, who informed the media that she did not prepare the Last Will.<sup>3</sup>

(ii) Mr NJK

16. In April 2017, the Committee also wrote to Mr NJK, the lawyer from Mrs LSF’s law firm who read the Last Will to Mr Lee’s family.

- (a) According to Mr LHL, Mrs LSF had claimed at the reading that she had asked Mr NJK to handle the preparation of the Last Will because she did not want to get personally involved. (See para 4(c)(v) above.)
- (b) However, Dr LWL and Mr LHY had disagreed with Mr LHL’s account, and took the position that the Last Will was not drafted by Stamford Law or Mr NJK, and had nothing to do with Mr NJK. (See para 7(d)(i) above.)

17. Given the Parties’ differing accounts, the Committee sought Mr NJK’s assistance to clarify his involvement in the preparation of the Last Will. In particular, the Committee asked Mr NJK to clarify why he read the Last Will to Mr Lee’s family, if he was not involved in its preparation (as Dr LWL and Mr LHY had stated).

18. In end May 2017, Mr NJK informed the Committee that he was not in a position to respond to the Committee’s queries “in compliance with legal privilege and confidentiality”.

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<sup>3</sup> See Straits Times, “Lawyer Kwa Kim Li says she did not prepare Mr Lee Kuan Yew’s last will”, 17 June 2017.

19. In view of Mr NJK's claim of privilege, the Committee informed him that it would therefore presume that he had acted for and advised Mr Lee in the drafting and preparation of the Last Will.

20. Mr NJK then replied to the Committee, stating that the presumption was incorrect, i.e. that he did not act for or advise Mr Lee in the drafting and preparation of the Last Will.

### **The Committee's Views**

21. The Committee has stated to the Parties that its task is to consider what Mr Lee's wishes were in respect of the Property. The circumstances of the Last Will's preparation are only relevant to the Committee's work in the context of Dr LWL and Mr LHY's reliance on the Last Will (in particular, the Demolition Clause) as evidence of Mr Lee's staunch opposition to preservation.

22. In this regard, the Committee notes that Dr LWL and Mr LHY have not responded to the Committee's request for clarifications on the circumstances in which the Last Will was prepared, and that Mrs LSF also did not respond to the Committee's invitation to clarify her role in the preparation of the Last Will.

23. The Committee did not find it necessary to set out its views on these questions, or on the legal validity of the Last Will, for the purposes of this Report.

24. The points made by the Parties regarding Mr Lee's Last Will, which have been in the public domain, are summarised here for ease of reference and understanding, to assist in considering Mr Lee's wishes, when a decision has to be made on the Property.



**MR LEE KUAN YEW'S LETTER TO CABINET DATED 27 DEC 2011**

*Lee Kuan Yew  
Singapore*

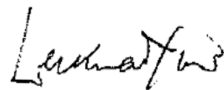
Note No.10/2011

27 December 2011

Cabinet

**38 Oxley Road**

Cabinet members were unanimous that 38 Oxley Road should not be demolished as I wanted. I have reflected on this and decided that if 38 Oxley Road is to be preserved, it needs to have its foundations reinforced and the whole building refurbished. It must then be let out for people to live in. An empty building will soon decline and decay.



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*Istana Annexe, Orchard Road, Singapore 238823*

## URA'S GRANT OF WRITTEN PERMISSION DATED 17 APR 2012



To make Singapore a great city to live, work and play in

**GRANT OF WRITTEN PERMISSION**

Under The Planning Act (Cap 232, 1998Ed)

Your Ref : A1002-00003-2012  
 Our Ref : DC/AREA/12/0003\_S(M)  
 Subm No. : 12/004  
 Date : 17 April 2012

FOR OFFICIAL USE

Decision No : 12/004

**W ARCHITECTS**  
 205 HENDERSON ROAD  
 SINGAPORE 159549  
 Attn: Mr Mok Wei Wei

**PART I - PARTICULARS OF APPLICATION**

- |  |  |
|--|--|
| 1. Name and Address of Developer                               | <b>LEE KUAN YEW</b><br>38 OXLEY ROAD<br>SINGAPORE 238628                       |
| 2. Date application received                                   | <b>29 Mar 2012</b>   |
| 3. Description of land which is the subject of the application | <b>TS20 ON LOT 99909X</b><br><b>38 OXLEY ROAD (RIVER VALLEY PLANNING AREA)</b> |
| 4. Description of the development proposed in the application  |  |

**PROPOSED ADDITIONS AND ALTERATIONS TO EXISTING 2-STOREY DETACHED DWELLING HOUSE ON LOT 99909X, TS 20 AT 38 OXLEY ROAD (RIVER VALLEY PLANNING AREA)**

**PART II - PARTICULARS OF DECISION**

- Planning Permission is granted under Section 14(4) of the Planning Act (Cap 232, 1998Ed) for the application referred to in Part I for the development shown in the plan registered as Plan (B) in DC/AREA/12/0003\_S(M) (hereinafter called the "approved plans").
- The details of the Planning Permission are set out in Part III and the approved plans which are enclosed herewith.
- The Planning Permission is subject to the conditions<sup>1</sup>, if any, set out in Part IV.
- The additional notes, if any, set out in Part V are for your information.

**PART III - DETAILS OF THE PLANNING PERMISSION**

Development as shown verged red on Proposal Plan (B) for a landed housing as follows:

**PLOT (1) - VERGED FOR THE PROPOSED ADDITIONS AND ALTERATIONS TO EXISTING 2-STOREY DETACHED DWELLING HOUSE**

<sup>1</sup> The Competent Authority may cancel the permission if any of these conditions is not complied with

#### PART IV - PLANNING CONDITIONS

- a. In granting this Planning Permission, the Competent Authority has acted in reliance on the following :-
- (i) There is no false or misleading information, statement or particulars furnished in relation to the application;
  - (ii) All certification(s) and declaration(s) submitted for the application is/are true and accurate; and
  - (iii) The proposal as set out in the latest resubmission dated 17 April 2012 for the application complies with all relevant Development Control guidelines.
- Where it is subsequently established that the matters referred to in (i), (ii) or (iii) above are untrue or inaccurate, the Applicant shall -
- (A) Within such period as specified in a notice in writing by the Competent Authority submit an amendment application to comply with such requirements as specified in the said notice; and
  - (B) Comply with all written instructions and directions given by the Competent Authority to obtain written permission for the amendment application.
- b. The total gross floor area of the proposed building is 871.1 m<sup>2</sup>. The overall plot ratio is 0.7774 (gross). Total gross floor area of the proposed building shall not exceed 871.1 m<sup>2</sup>. The overall plot ratio shall not exceed 0.7774 (gross).
- c. The proposed A&A works carried out and shown coloured pink have to be setback to meet the current guidelines should the structure comes up for a reconstruction.
- d. No access to R.C. flat roof except for maintenance only.
- e. The proposed car porch shall not be accessible except for maintenance only and should be non-load bearing.
- f. The proposed car porch at 2nd storey, which has been excluded from computation of the total gross floor area of the proposed development, shall at all times be used solely for car parking only and no other purposes unless with the prior written approval of the Competent Authority.
- g. The open roof terrace is not to be enclosed or roofed over.
- h. No structures or other uses are allowed on the rooftop unless otherwise approved by the Competent Authority.
- i. The certifications and/or declarations contained in the application referred to in the above are true and accurate. Where it is subsequently established that the said certifications and/or declarations are untrue or inaccurate, this planning permission shall be liable to be cancelled by the Competent Authority.
- j. Unless expressly stated otherwise in Part III and/or this Part, the Planning Permission is granted only for the development shown in the approved plans which are within the boundary of the land described in paragraph 3 in Part I.
- k. The owner is to take appropriate measures to prevent spillage of rainwater to the neighboring property arising from the roof eaves and sun-shading devices.
- l. All reinforced concrete ledges shall not be converted to any other uses (e.g. air conditioning condenser ledges) without prior planning approval.

#### PART V - ADDITIONAL NOTES

- a) In accordance with Section 20(1) of the Planning Act (Cap 232, 1998 Ed), the Permission shall lapse on 17 April 2014, if the development is not completed by the said date.

**PART VI – ADVISORY NOTES**

1. Building Plans may have to be submitted and approved by the Commissioner of Building Control. Please liaise directly with the Building and Construction Authority before the commencement of works.
2. The planning permission has been granted based on planning guidelines. You are required to comply with the technical requirements from the relevant technical departments at the Building Plan stage. Compliance with the technical requirements is the developer's responsibility and the planning permission granted by the Competent Authority does not represent that the development proposal will meet all the requirements of the technical departments.
3. The developer is to inform the Building and Construction Authority before the commencement of earthworks, the source of earth-fill (if any) and/or where the cut materials from the site (if any) will be deposited.
4. Where metal roofs are proposed, adequate measures are to be taken to reduce the reflection and glare on the adjoining developments.
5. As the subject site is in Tree Conservation Area, clearance from the National Parks Board has to be obtained.
6. Clearance from the Chief Engineer (Central Building Plan Unit) Pollution Control Department ENV is to be obtained at the Building Plan submission stage.



**VIVIAN SIM**  
DEVELOPMENT CONTROL GROUP  
for CHIEF EXECUTIVE OFFICER  
URBAN REDEVELOPMENT AUTHORITY  
as COMPETENT AUTHORITY

This grant of planning permission is in the form of an electronic record, which is signed with a digital signature.

cc  
Owner  
Attn: Mr Lee Kuan Yew

CUDG  
Attn: A/Ho Pei Yun

**THIS INFORMATION IS TO BE READ  
WITH A GRANT OF WRITTEN PERMISSION**

In addition to complying with the Planning Act (Cap 232, 1998 Ed) and rules thereunder, your attention is drawn to the following as may be applicable to your development:

- 1 The Written permission has been granted based on planning guidelines. You are required to comply with the technical requirements from the relevant technical departments at Building Plan stage. Compliance with the technical requirements is the developer's responsibility and that the Written permission granted by the Competent Authority does not represent that the development proposal will meet with all the requirements of the technical departments.
- 2 Where substantial earthworks are proposed, you are required to inform the Building and Construction Authority of the source of the earth-fill or where the cut material will be deposited before the commencement of any earthworks.
- 3 An application for block strata subdivision will only be considered after Building Plan approval has been obtained and the approved building is constructed up to the 1st storey. An application for unit strata subdivision will only be considered after the approved buildings are constructed up to the roof level and the basic framework of the communal facilities, if any, have been erected.
- 4 Where any lot in the development still remains under the "old system" of registration, the owner is required to write to the Singapore Land Registry forwarding the title-deeds relating to the land/s together with a photocopy of the approved development plan to seek the Registrar's direction under the Land Titles Act.
- 5 Where tennis court lightings are proposed, adequate measures are to be taken to reduce the glare on the adjoining developments.
- 6 If the proposal affects the approved demarcation of common property in a strata development, you should seek legal advice as to the relevant provisions under the Land Titles (Strata) Act that have to be complied with.
- 7 Applicant is advised to take into account that the allowable height for future developments in the area surrounding the subject site may be higher than the proposed location of the satellite dishes and therefore block transmission paths. The satellite dishes may have to be relocated with further planning permission or its use be discontinued upon development of surrounding areas.
- 8 Temporary permissions will not be considered by the Collector of Land Revenue for assessing the market value of the premises in determining the amount of compensation payable under the Land Acquisition Act, if the premises is acquired under the said Act.
- 9 Where the building or unit is approved as a "single-user industrial or warehouse", further planning approval is required from the Competent Authority if the nature of the approved development is changed i.e. strata subdividing the development, or the building is to be used by "multiple-user".
- 10 Where the proposal is approved as a light industrial building, further planning permission for change of use is required if the building or part thereof is not used as approved. The definition of a light industrial building is as follows:  

"Any industrial building in which the processes carried on or the machinery installed are such as could be carried on or in any residential area without detriment to the amenity of that area by reason of noise, vibration, smell, fumes, smoke, soot, ash, dust or grit."

Please consult Head, Pollution Control Department, ENV if you need clarification on whether a proposed industry qualifies as a light industry.
- 11 Where the proposal is a warehouse or factory development within a Water Catchment area (please see map overleaf):
  - a the owner or occupier of the warehouse is required to obtain prior clearance from the Head (Pollution Control Department) ENV for the goods/materials to be kept in the warehouse.
  - b the owner or occupier of the factories is required to obtain the prior clearance of the Head (Pollution Control Department) ENV on the type and nature of the industrial activities to be carried out in the factories.
- 12 The developer shall submit proposals and plans for the provision of carparks and car parking spaces to Car Park Planning & Processing Unit of Land Transport Authority at the same time as the developer submits building plans to the Commissioner of Building Control for approval.
- 13 Where the proposal is approved as hotels, boarding houses, guest houses, lodging houses, clubs, hostels (including students hostels), there is a requirement to refer to the Hotels Licensing Board for application of a licence (certificate of registration of premises and hotel-keeper's licence) / exemption from licensing, whichever applicable, prior to commencement of operation.
- 14 If your development involves provision of uncovered Private Enclosed Spaces (PES) for the 1st storey residential units, please note that the subsequent covering up of or enclosing the PES areas will not be allowed if the additional GFA involved exceeds the maximum allowable for the overall development.