

No. S. 256.—It is hereby notified that the following Sales of Crown Land by Public Auction will be held at the Offices of the Public Works Department on Monday, the 5th day of September, 1921, at 3 p.m.

Full Particulars and Conditions may be obtained at this Office.

PARTICULARS OF THE LOTS.

No of Sale.	Registry No.	Locality.	Boundary Measurements.				Contents in sq. ft.	Annual Rental.	Upset Price.
			N.	S.	E.	W.			
1	Marine Lots Nos. 430 & 431.	North-east of Marine Lot No. 321, North Point.	As per sale plan.				About 270,650 477,985	\$ 2,796 4,988	\$ 149,730

The Purchaser of the Lots will also have to pay the sum of \$56.25 for boundary stones required to define the Lots and \$60 for Crown Leases and he also has to pay, on demand, the sum of \$15,500 towards the cost of lifting and relaying the existing cables and constructing a new cable house.

No. S. 257.—It is hereby notified that the following Sales of Crown Land by Public Auction will be held at the Offices of the Public Works Department on Tuesday, the 11th day of October, 1921, at 3 p.m.

Full Particulars and Conditions may be obtained at this Office.

PARTICULARS OF THE LOTS.

No. of Sale.	Registry No.	Locality.	Boundary Measurements.				Contents in sq. feet.	Annual Rental.	Upset Price.
			N. W.	S. E.	N. E.	S. W.			
1	Inland Lot No. 2316.	Queen's Road Central.	feet. 213'3"	feet. 211'2"	feet. 42'8"	feet. 64'11"	About. 11,366	\$ 782	\$ 511,470
2	Inland Lot No. 2317.	At junction of Queen's Road Central and Pedder Street.	43'8"	43'8"	165'7"	165'7"	7,232	498	325,440
3	Inland Lot No. 2318.	Pedder Street.	43'8"	43'8"	165'7"	165'7"	7,232	498	325,440
4	Inland Lot No. 2319.	Pedder Street.	46'9"	43'8"	165'10"	165'7"	7,488	516	336,960

1. The Government reserve the right to put up to auction the Lots singly or as a whole, or in such combination of two or more of the Lots, shewn on the plan referred to in the sale conditions, as it may think fit.

Intending bidders who may desire to bid for any such modified areas and are prepared to deposit \$20,000 in the Colonial Treasury to be forfeited in the case of their not bidding the upset or the combined upset price for such Lots, should notify the Government of their wish to do so not less than 14 days prior to date of sale for its consideration and decision.

2. The Purchaser of each Lot will also have to pay the sum of \$25.00 for boundary stones and \$30.00 for each Crown Lease.

T. L. PERKINS,
Director of Public Works.

19th August, 1921.

Particulars and Conditions of the letting by Public Auction Sale, to be held on Tuesday, the 11th day of October, 1921, at 3 p.m., at the Offices of the Public Works Department, by Order of His Excellency the Governor of four Lots of Crown Land at the junction of Queen's Road Central and Pedder Street, in the Colony of Hongkong, for a term of 75 years, with the option of renewal at a Crown Rent to be fixed by the Surveyor of His Majesty the KING, for one further term of 75 years.

PARTICULARS OF THE LOTS.

No. of Sale.	Registry No.	Locality.	Boundary Measurements.				Contents in sq. feet.	Annual Rental.	Upset Price.
			N.W.	S.E.	N.E.	S.W.			
			feet.	feet.	feet.	feet.	About.	\$	\$
1	Inland Lot No. 2316.	Queen's Road Central.	213'3"	211'2"	42'8"	64'11"	11,366	782	511,470
2	Inland Lot No. 2317.	At junction of Queen's Road Central and Pedder Street.	43'8"	43'8"	165'7"	165'7"	7,232	498	325,440
3	Inland Lot No. 2318.	Pedder Street.	43'8"	43'8"	165'7"	165'7"	7,232	498	325,440
4	Inland Lot No. 2319.	Pedder Street.	46'9"	43'8"	165'10"	165'7"	7,488	516	336,960

CONDITIONS OF SALE.

1. The highest bidder shall be the Purchaser, and if any dispute arise between two or more bidders the Lot or Lots shall be put up again at a former bidding.

2. No person shall at any bidding advance less than \$1,000.

3. Immediately after the fall of the hammer, the Purchaser of a Lot or Lots shall sign the Memorandum of Agreement, hereinafter contained, for completing the purchase according to these Conditions. He shall, within three days of the day of sale, pay into the Colonial Treasury in respect of each Lot the following sums, viz:—Inland Lot No. 2316 \$75,000, Inland Lot No. 2317 \$47,000, Inland Lot No. 2318 \$47,000 and Inland Lot No. 2319 \$49,000, and within six months of the day of sale the balance of the Premium or Premia at which the Lot or Lots shall have been purchased; provided that interest at the rate of 7 per cent. per annum will be payable [by the Purchaser on any balance of the Premium or Premia which may be outstanding at the end of three calendar months from the date of sale, such interest to be reckoned as accruing from the expiration of three months aforesaid; and provided further that if the whole Premium or Premia be not paid on the expiration of six months from the date of sale, the Purchaser will be held to have failed to comply with the conditions of the sale, and the provisions set out in paragraph 10 of these conditions will apply.

4. The Purchaser shall also pay into the Colonial Treasury on behalf of His Majesty the KING, within three days of the date of sale, the sum of \$25 for and in consideration of boundary stones for each Lot, which shall be fixed by the Director of Public Works at each angle of the Lot, properly cut and marked with the Registry Number of the Lot, and the Purchaser shall notify the Director of Public Works when he is ready to have the boundary stones fixed. If it is intended that the angles of the Lot shall be covered by buildings, walls or other erections, such notifications must be given at least fourteen days before the foundations are up to ground level to enable the boundary stones to be built into

such buildings, walls or other erections as the work proceeds. If such notification be not duly given, the Director of Public Works shall be at liberty at any time to enter on the Lot and to cut into any buildings, walls or other erections thereon and to do any other act which may be necessary for the purpose of fixing the boundary stones. Any expense incurred in consequence of such cutting into buildings, walls or other erections, shall be borne by the Purchaser, and the amount thereof shall be paid by him into the Colonial Treasury within three days of receipt of a demand in writing from the Director of Public Works.

5. The Purchaser of a Lot or Lots shall pay to the Land Officer, on behalf of His Majesty the KING, a fee of \$30 upon the execution of each Crown Lease thereof, such Crown Lease to be taken up by the Purchaser when required by the Land Officer.

6. The Purchaser of a Lot or Lots shall within eight months of the day of sale submit to the Building Authority plans for the erection of buildings on a Lot or Lots, as required by Section 222 of the Public Health and Buildings Ordinance, 1903. He shall also build and finish, fit for occupation, before the expiration of thirty-six calendar months from the date of passing of the plans, in a good, substantial and workmanlike manner, one or more good permanent building or buildings which must be non-domestic, except with the consent of the Governor-in-Council or a Hotel upon some part of his Lot or Lots with walls of stone or brick and limemortar and roof of tiles or such other materials as may be required by the Director of Public Works, and in other respect in accordance with the provisions of all Ordinances, By-laws and Regulations relating to buildings or Sanitation as shall or may at any time be in force in the Colony, and shall expend therein in respect of each Lot, not less than the following sums, *viz* :—Inland Lot No. 2316 \$170,000, Inland Lot No. 2317 \$108,000, Inland Lot No. 2318 \$108,000 and Inland Lot No. 2319 \$112,000 in rateable improvements: Provided that in the event of the plans not being passed within three months of the date of their submission, the aforesaid thirty-six months allowed for the completion of the buildings shall be reckoned as commencing on the expiration of three months from the date of submission of the plans.

7. No sewage or refuse water will be allowed to flow from a Lot or Lots on to any of the adjoining lands whether belonging to the Crown or to private persons; neither shall any decaying, noisome, noxious, excrementitious, or other refuse matter be deposited on any portion of the Lot or Lots, and in carrying out any works of excavation on a Lot or Lots no excavated earth shall be deposited on a Lot or Lots or on Crown Land adjoining. The Purchaser shall see that all refuse matters are properly removed daily from off the premises.

8. The Purchaser of a Lot or Lots shall pay into the Colonial Treasury a proportionate part of the annual rental specified in the particulars hereinbefore contained on the 25th day of December next, and thereafter shall pay such annual rental by equal-yearly payments on the 24th day of June and the 25th day of December in each and every year during the term of 75 years hereinbefore mentioned.

9. When the conditions herein contained have been complied with to the satisfaction of the Director of Public Works, the Purchaser of a Lot or Lots shall be entitled to and shall execute on demand a Lease from the Crown of the Piece of Ground comprised in each Lot for 75 years, to be computed from the day of sale at such Annual Rental payable half-yearly on the 25th day of December and the 24th day of June in every year as is specified in the Particulars of such Lot or Lots hereinbefore contained; and such Crown Lease shall be subject to, and contain, all Exceptions, Reservations, Covenants, Clauses and Conditions inserted in the Crown Leases of Inland Lots in the Colony of Hongkong. The Lease shall also contain a proviso that the Lessee is to have the option of renewing the Lease for one further term of 75 years at a Crown Rent to be fixed by the Surveyor of His Majesty the KING.

10. Should the Purchaser neglect, or fail to comply with these Conditions, his Premium, or any portion thereof which may be paid, shall be thereupon forfeited to His Majesty, who shall be at full liberty either to enforce the sale, or to re-sell the Property at such time and place, and in such manner as to His Majesty shall seem fit, and in case of a re-sale the increase, if any, of the Premium or Purchase Money shall be retained by His Majesty, and the deficiency, if any, and all costs and expenses shall be made good by the defaulter and be recoverable as liquidated damages, or at the option and pleasure

of His Majesty to re-enter and resume the property as if no sale had ever taken place, in which case also the Premium paid by the Purchaser shall be thereupon wholly forfeited to His Majesty. But such re-entry shall not exonerate the present Purchaser upon a subsequent re-sale of the property to make good the deficiency, if any, upon such re-sale, and all costs and expenses as ascertained to be recoverable as aforesaid.

11. Possession of Inland Lot No. 2316 will not be given to the Purchaser until the 18th January, 1922, from which date Crown Rent will commence. Possession of the remainder of the Lots sold shall be given to the Purchaser or Purchasers, and deemed to have been taken by him or by them on the day of sale.

12. In the event of the Purchaser assigning the benefit of the underwritten agreement, the assignee shall be bound by the foregoing and following conditions of sale, and all powers and remedies shall be enforceable against him to the same extent as if such assignee were the original Purchaser.

SPECIAL CONDITIONS.

1. The Purchaser or Purchasers of a Lot or Lots must within 8 months of the date of sale entirely demolish the buildings at present standing on such Lot or Lots or partly on such Lot or Lots and partly on Crown Land adjoining, except that building on a portion of Inland Lot No. 2316 shown hatched green on sale plan which is not included in the sale. They must also clear away all old foundations, drains, mains, pipes, culverts or anything below ground level, which appertains to them, as required by the Director of Public Works, prior to the erection of new buildings. Such work to be carried out in such manner as to cause as little inconvenience as possible to the public or adjoining property owners. The purchaser or purchasers shall be liable for any damage which may be caused by carrying out the above.

2. Any mains, culverts, drains, services, etc., at present running across a Lot, which have not been laid wholly for the purpose of the existing buildings or are also used in conjunction with other premises or properties, must be dealt with as directed by the Director of Public Works, and should he consider it necessary to alter or divert any of the aforesaid items, such alteration or diversion will be done by Government at the expense of the Purchaser, and the cost of same must be paid by him into the Colonial Treasury on demand.

3. The Purchaser of a Lot or Lots must accept the boundaries thereof as set out by the Director of Public Works and no divergence from such setting out will be permitted.

4. No building shall be erected on a Lot or Lots to a height exceeding 125 feet.

5. The design of the exterior elevations of any building to be erected on the whole of the Lots or any one or more of the Lots will be subject to the special approval of the Director of Public Works, who shall have power to regulate the height of storeys and may require the main feature of any building to harmonize with those of the adjoining buildings.

6. Subject to the submission of satisfactory designs, permission will be granted to the Purchaser or Purchasers to construct verandahs over the public footpaths in Queen's Road and Pedder Street extending the full height of the building or buildings. In the case of such verandahs, there must be a clear space of at least 9 feet between the face of the external wall of the building and the inside face of any portion of the piers or columns upon which such verandahs are supported.

7. The ground floor of the building or buildings to be kept at such levels as the Director of Public Works may direct in order that it may be in conformity with the proposed future alteration to the street levels.

8. The exact boundaries of each Lot to be determined before the issue of the Crown Lease. In the event of any excess or deficiency in area being found to exist as compared with the areas stated in these conditions, the amount to be paid by or to be refunded to the Purchaser in respect of such excess or deficiency will be calculated at the rate of \$45 per square foot plus a proportional part of any increase over the upset price. Crown Rent will be adjusted at the rate of \$3,000 per acre per annum.

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Director of Public Works.

MEMORANDUM OF AGREEMENT BY THE PURCHASER.

Memorandum that _____ of

the person whose name is hereunder written has been declared the highest bid for the Lot or Lots described in the foregoing Particulars of Sale and hereunder specified opposite to his said name and signature, and does hereby agree to become the Lessee thereof, under and subject to the foregoing Conditions of Sale, and on his part to perform and abide by the said Conditions.

No. of Sale.	Registry Number.	Annual Rental.	Amount of Premium at which Purchased.	Signature of Purchaser.
1	Inland Lot No. 2316.	\$ 782		
2	Inland Lot No. 2317.	498		
3	Inland Lot No. 2318.	498		
4	Inland Lot No. 2319.	516		

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Witness to Signature of Purchaser.

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Director of Public Works.

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Witness to Signature of Director of Public Works.