

10. Possession of the Lot sold shall be given to the Purchaser, and deemed to have been taken by him, on the day of sale.

MEMORANDUM OF AGREEMENT BY THE PURCHASER.

Memorandum that of the person whose name is hereunder written has been declared the highest bidder for the Lot described in the foregoing Particulars of Sale and hereunder specified opposite to his said name and signature respectively, and does hereby agree with Her Majesty the QUEEN 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.

Number of Sale Lot.	Registry Number and Description of Lot Purchased.	Annual Rental.	Amount of Premium at which Purchased.	Signature of Purchaser.
1	Rural Building Lot No. 48.	\$42		

GOVERNMENT NOTIFICATION.—No. 386.

The following Particulars and Conditions of Sale of Crown Land by Public Auction, to be held on the spot, on Monday, the 25th day of October, 1886, at 4 P.M., are published for general information.

By Command,

FREDERICK STEWART,
Acting Colonial Secretary.

Colonial Secretary's Office, Hongkong, 2nd October, 1886.

Particulars and Conditions of the letting by Public Auction Sale, to be held on Monday, the 25th day of October, 1886, at 4 P.M., by Order of His Excellency the Officer Administering the Government, of Three Lots of Crown Land, in the Colony of Hongkong, for a term of 999 Years.

PARTICULARS OF THE LOTS.

No. of Sale.	Registry No.	LOCALITY.	Boundary Measurements.				Contents in Square ft.	Annual Rent.	Upset Price.
			N.	S.	E.	W.			
			feet.	feet.	feet.	feet.	\$	\$	
1	Marine Lot No. 260.	Kennedy Town,.....	80'9"	109'	121'9"	100'	10,376	166	1,000
2	" 261.	Do.,	109'	124'6"	101'6"	100'	11,675	186	1,000
3	" 262.	Do.,	124'6"	140'	101'6"	100'	13,225	212	5,000

CONDITIONS OF SALE.

1. The highest bidder above the upset price shall be the Purchaser, and if any dispute arise between two or more bidders, the Lot in dispute shall be put up again at a former bidding.
2. No person shall at any bidding advance less than \$10.
3. Immediately after the fall of the hammer, the Purchaser shall sign the Memorandum of Agreement, hereinafter contained, for completing the purchase according to these Conditions, and shall, within Three Days of the day of sale, pay into the Colonial Treasury the full amount of Premium at which the Lot shall have been purchased.
4. The Purchaser of each Lot shall also pay to the Land Officer, on behalf of Her Majesty the QUEEN, the sum of \$10 within three days of the day of sale, for and in consideration of the Boundary Stones properly cut, fixed, and marked with the Registry Number, which shall be placed by the Surveyor General, for the Purchaser, at each angle of the Lot.
5. The Purchaser of each Lot shall also pay to the Land Officer, on behalf of Her Majesty The QUEEN, a Fee of \$15 upon the execution of the Crown Lease thereof.
6. The Purchaser of each Lot shall build and finish, fit for occupation before the expiration of thirty-six calendar months from the day of sale, in a good, substantial and workmanlike manner, one good and permanent message or tenement upon some part of his Lot, and shall expend thereon a sum of not less than \$2,000 (Two thousand dollars).
7. The Purchaser of each Lot shall pay into the 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 half-yearly payments on the 24th day of June and the 25th day of December in every Year.

8. When the conditions herein contained have been complied with to the satisfaction of the Surveyor General the Purchaser of each Lot shall be entitled to, and shall execute on demand a Lease from the Crown of the Piece of Ground comprised in such Lot for 999 Years, to be computed from the day of Sale, at such Annual Rental, payable half-yearly on the 24th day of June, and the 25th day of December in every Year, as is specified in the Particulars of such Lot 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 Marine Building Lots in the Colony of Hongkong.

9. 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 Her 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 Her 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 Her Majesty, and the deficiency, if any, and all Costs and Expenses shall be made good by the defaulter and be recoverable as liquidated damages.

10. Possession of each Lot sold shall be given to the Purchaser, and deemed to have been taken by him, on the day of sale.

SPECIAL CONDITIONS OF SALE.

1. The purchaser of each lot shall remove whatever portion of the large rock may fall within his boundaries and shall leave the whole area of his lot finished uniformly to the required level and to a gradient of 1 in 100 ascending inland from the finished level of the Praya, and he shall also fill in one-fourth of the width of the Praya roadway in front of his lot, and shall cut down to the required level one-half the width of Belcher Street in the rear of the same. The purchaser of Lot No. 262 shall, in addition, fill in one-half the width of Collinson Street abreast his lot to the required levels and gradients.

2. The Colonial Government will, within thirty calendar months from the date of sale, cause to be built and completed for and on behalf of the purchaser of each lot, a permanent sea-wall and embankment running parallel to and at a distance of fifty feet from the frontage of the lots, and shall also cause to be filled to a width of thirty-eight feet back from the outer face of the wall, a marine roadway or embankment, and the purchaser of each lot shall reimburse the Colonial Government the cost of the sea-wall and embankment in the following proportions: the purchaser of Lot No. 260 shall pay Ten thousand dollars (\$10,000), the purchaser of Lot No. 261 shall pay Ten thousand dollars (\$10,000), and the purchaser of Lot No. 262 shall pay Fifteen thousand five hundred dollars (\$15,500) and such payments shall be made by the purchasers of the lots on demand to the Surveyor General direct, and in such instalments as may be required by the said Surveyor General from time to time to defray the cost of the sea-wall and embankment as these progress.

3. Upon the completion of the permanent sea-wall and embankment their maintenance and repair shall devolve upon the Colonial Government exclusively, and the Crown Lessee shall be entirely free from any charge in respect of such maintenance or repair.

4. The present temporary and provisional pathway which passes through the Lots shall be left open for a width of 20 feet, and the public shall have the right to use it until the new sea-wall and embankment running along the back of the Lots shall have been sufficiently advanced to be opened for public traffic.

5. The Crown Leases to be issued for the Lots shall be subject to the right of the War Department to carry on practice from the Batteries at any time without the payment of compensation to the Lessees for injury to property or person.

6. The design for any building proposed to be erected on any of the lots shall be submitted for reference to the Officer Commanding the Troops whose decision shall be final as to whether such building can be permitted or not, and the Crown Lessee shall have no claim for compensation if the building be not allowed, but as a general rule such permission shall not be refused if the proposed building does not interfere with the line of fire, horizontal or vertical from any of the guns of the Batteries.

MEMORANDUM OF AGREEMENT.

Memorandum that the persons whose names are hereunder written have been declared the highest bidders for the Lots described in the foregoing Particulars of Sale and hereunder specified opposite to their said names and signatures respectively, and do hereby agree with Her Majesty The QUEEN to become the Lessees thereof under and subject to the foregoing Conditions of Sale, and on their parts to perform and abide by the said Conditions.

Number of Sale Lot.	Registry Number and Description of Lot Purchased.	Annual Rental.	Amount of Premium at which Purchased.	Signatures of Purchasers.
1	Marine Lot No. 260	\$166		
2	" " 261	\$186		
3	" " 262	\$212		