

GOVERNMENT NOTIFICATION.—No. 121.

The following Bill, which was read a first time at a Meeting of the Legislative Council held yesterday, is published for general information.

ARATHOON SETH,
Clerk of Councils.

Council Chamber, Hongkong, 23rd March, 1889.

A BILL

ENTITLED

The Reclamation Ordinance.

WHEREAS the foreshore of the Harbour of Victoria is in process of silting up to the detriment of the health and commerce of the Colony, and it is expedient to put a stop to such process and to provide a deep water frontage; and whereas the area of level land for building and for roads and quays and open spaces along the sea front of the City of Victoria is insufficient to meet the growing wants of the Colony, and it is expedient to enlarge the same: Be it enacted by the Governor of Hongkong, by and with the advice and consent of the Legislative Council thereof, as follows:—

1. The works authorized by this Ordinance and all works for the effectual and convenient carrying out of the same are declared to be works for the improvement of the Colony and for a "public purpose" within the meaning of that term as contained in the Crown leases of lands in the Colony.

2. Subject to the provisions and for the purposes of this Ordinance, it shall be lawful for the Governor to carry out the works authorized by this Ordinance according to the plans and drawings signed by the Surveyor General, countersigned by the Governor and now deposited in the Land Office, and such plans and drawings shall remain in the said Office and shall be open to public inspection at convenient hours.

In carrying out the works it shall be lawful for the Governor to deviate in respect of details to any extent that shall not materially alter or affect the general design set forth in such plans and drawings.

3. The works authorized by this Ordinance comprise the following, that is to say:

(a.) The making of an embankment along the harbour front of the City of Victoria with all necessary and convenient walls, drains, wharves, piers, landing places, approaches and other conveniences and works; such embankment to commence Westward at a point upon the sea-shore opposite the Gas Works, and to terminate Eastward at a point opposite to Murray Pier; the said embankment to be constructed in whole or in greater part upon the bed or foreshore of the harbour.

(b.) The making upon the said embankment of a public road-way not less than seventy-five feet, and the widening out of the present Praya road-way to a width of not less than sixty-five feet, with all necessary and convenient approaches to the same.

(c.) The reclaiming and enclosing and filling up so much of the foreshore and bed of the Harbour as lies between the present Praya Wall and the intended embankment, to such heights and levels as may be determined by the Governor.

4. For the purpose of effecting the works authorized by this Ordinance it shall be lawful for the Governor to remove, destroy, alter, divert, stop up, or enclose such streets, drains, void ground, wharves, piers, landing places, and other things as shall in the judgment of the Governor be necessary to be done for the purposes of this Ordinance.

5. All the land and foreshore and bed of the sea to be reclaimed under this Ordinance, and all the land occupied by the present Praya road-way and wall along the line of the intended reclamation, is hereby declared to be absolutely the property of the Crown, free from any restriction whatever, and the Governor shall have power, subject to the provisions of this Ordinance, to deal with the same and to dispose of the same for building or any other purpose in the same way and to as full an extent as in the case of other Crown lands; and all property, estate, rights or supposed rights and easements or supposed easements of any persons or class of persons, whether Crown leaseholders or licensees or otherwise, to the user or possession or occupation of, in, over or in any way in relation to such land, foreshore, bed of the sea embankment, reclamation or praya road-way and wall, or in relation to any wharf, landing place, pier or other place, situate thereupon, are hereby declared to be absolutely extinguished and determined.

6. Whereas the persons whose names are contained in Schedule *A* to this Ordinance are respectively the holders of the lots of land or sections thereof fronting the Praya Roadway and registered in the Land Office of the Colony under the numbers and descriptions specified in the said Schedule, and such persons have declared their readiness to contribute for the purposes of the works authorized by this Ordinance, the sums of money set out in the said Schedule, provided that the Governor will grant to them respectively Crown leases of such portions of the proposed reclamation as are delineated and marked with their respective names and coloured red upon the plans now deposited in the Land Office, and have respectively declared themselves willing to enter into agreements with the Government to carry out such arrangements: be it enacted that it shall be lawful for the Governor to enter into and carry out such agreements in the form and terms set out in Schedule *B* to this Ordinance, and to dispose of the reclaimed land in accordance therewith.

All holders of lots or sections fronting upon the present praya road-way between the eastern and western limits mentioned in this Ordinance who have not already declared their willingness to enter into agreements, as in Schedules *A* and *B* set forth, to contribute for the purposes of the works shall have the option of entering into such agreements at any time within 3 months of the passing of this Ordinance, and such of the said holders as do enter into such agreements shall be entitled to receive in respect of their contributions as specified in Schedule *C* to this Ordinance Crown leases of such portions of the proposed reclamation as are delineated and marked with the numbers of their respective lots and painted yellow upon the plans now deposited in the Land Office; and it shall be lawful for the Governor to enter into and carry out such agreements, and to dispose of the reclaimed land in accordance therewith.

In case any such holder declines to enter into any agreement in manner above provided he shall have no claim to any compensation in respect of any depreciation of his lot by reason of the works to be carried out under this Ordinance, but the Governor may if he thinks fit award to him such a sum of money or such a Crown Lease of new land as he may in his absolute discretion think sufficient as and by way of compensation for any injury that such lot-holder may have sustained by the works.

If from time to time before the completion of the works authorized by this Ordinance any extraordinary loss, damage or expense is caused to or rendered necessary for the works or for any portion thereof by or in consequence of any unforeseen difficulties that may present themselves in the progress of the works or by or in consequence of any typhoon or storm or other catastrophe such loss, damage or expense shall when it has been ascertained by the Surveyor General and certified by him to the Governor in Council, be made good by the holders whose names are contained in Schedules *A* and *C* each holder contributing such a proportion of the sum required as shall in the opinion of the Surveyor General correspond to the proportion which such holder's original contribution as stated in the third column of Schedule *A* or *C* (as the case may be) bore to the whole sum originally agreed to be contributed by the holders, whose names are contained in such Schedules the amount in each case to be determined by the Surveyor General.

If any holder who has entered into an agreement as in Schedule B set forth makes default in payment of any monies payable by him under this Ordinance or under such agreement all money that he may have previously paid to the Governor as a guarantee for his performance of the agreement and all instalments of money he may have previously paid under the agreement shall be forfeited.

If any holder who has entered into an agreement as in Schedule B set forth makes default in taking up a Crown Lease of the portion of reclamation specified in the agreement in manner provided by the agreement he shall forfeit all rights thereto and all other rights under his agreement, and all monies paid by him under the agreement.

So much of the cost of the works as is not covered by the amounts contributed under the agreements referred to in this Section shall be provided out of the public revenues.

7. Except as in this Ordinance provided, no marine lot-holder or other person shall be entitled *as against the Crown* to any damages or compensation for the depreciation or injurious affecting of his property or business caused by, or resulting either directly or remotely, from any of the works authorized by this Ordinance.

8. *Nothing in this Ordinance shall be deemed to recognise any foreshore rights whatever as against the Crown; nor shall anything herein be deemed to affect any right or claim as between holders of lots and sections and their sub-lessees or tenants inter se.*

9. From and after the completion of the embankment authorized by this Ordinance, the Governor shall keep and maintain the same out of monies to be provided from the public revenues.

SCHEDULES.

(A.)

Name of Registered Crown Leaseholder.	Registered Number of Marine Lot.	Amount of Contribution.

(B.)

AGREEMENT.

Articles OF AGREEMENT made this day of
1888 Between
Acting for and on behalf of the Governor of Hongkong (hereinafter called the Governor) of the one part and

of the other
part. WHEREAS the said
is a Crown Lessee of Marine Lot No. (or is the registered holder
of Section of Marine Lot No.)
and has declared his readiness to contribute for the works authorized
by Ordinance No. of 188 the sum of \$ and to enter
into the Agreement hereinafter contained provided that the Governor
will grant to him a Crown Lease of that portion of the Reclamation
provided for by the said Ordinance hereinafter more particularly
described as hereinafter mentioned.

NOW IT IS HEREBY AGREED by and between the parties hereto
as follows:—

1. The said shall
contribute towards the works authorized by the said Ordinance the
sum of \$ of which \$ (25 %) have been this day
paid by the said to the
said Governor as a guarantee for the due performance by the said
of this Agreement.

2. The sum of \$ being the balance of the said contribution shall be paid by the said to the said Governor in such instalments and at such times as shall be required by the said Governor provided that 30 days' previous notice in writing of each such payment being required shall be given by the said Governor to the said

or to his Agent in Hongkong or left at his or their last known place of abode, in Hongkong.

3. In addition to the said sum of \$ to be contributed by the said towards the said works and paid as aforesaid the said shall also contribute a proportion of the sum or sums that may be required to make good any loss damage or expense which may have been caused to or rendered necessary for the said works or for any portion thereof from time to time previous to the completion thereof by or in consequence of any unforeseen difficulties that may have presented themselves in the progress thereof or by or in consequence of any typhoon or storm or other catastrophe the said proportion of the said sum or sums to be ascertained and determined as provided by the said Ordinance, and to be paid by the said to the said Governor at such time or times as shall be required by the said Governor thirty days' previous notice in writing of every such payment being required being given by the said Governor as aforesaid.

4. If the said shall make default in payment of any instalment as hereinbefore provided or shall make default in payment of any sum or sums of money which may become payable by the said under the third clause of this agreement as thereby provided the said guarantee and all instalments and other moneys (if any) previously paid by him and all his rights under this Agreement shall be forfeited. And if the said shall make default in taking up a Crown Lease, in the manner hereinafter provided, of that portion of the Reclamation hereinafter more particularly mentioned his right thereto and all other rights under this Agreement and all moneys paid by him thereunder shall also be forfeited.

5. Upon completion of the works authorized by the said Ordinance and upon payment by the said of the whole of the said balance of \$ and of all such sum or sums of money as may have become payable under the third clause hereof the Governor will grant to the said a Crown Lease of all that portion of the Reclamation provided for by the said Ordinance as is delineated on the plan hereunto annexed and thereon colored Red for a term of 999 years and so far as circumstances permit upon similar terms and conditions and subject to similar covenants declarations exceptions and reservations (save as to rent hereinafter provided) as are contained in Crown Leases now in use.

6. The Crown rent to be reserved by the said Crown Lease for the said portion of the Reclamation shall be at the rate of \$200 per quarter acre.

7. The said Crown Lease so to be granted as aforesaid shall provide that

(a.) Any buildings to be erected by the said on the said portion of Land to be leased to him as aforesaid shall be erected subject to the following structural provisions as to light space and ventilation :—

Houses of a depth of 50 feet or less shall have 10 foot yards.

Do. do. from 50 to 60 feet do. 11 do.

Do. do. from 60 to 70 feet do. 12 do.

Do. do. from 70 to 80 feet do. 13 do.

Do. do. from 80 to 90 feet do. 14 do.

Do. do. from 90 to 100 feet do. 15 do.

and no private lane on which any such buildings shall front shall be of a less width than 15 feet.

IN WITNESS whereof the said parties to these presents have hereunto set their hands the day and year first above written.

(C.)

Name of Registered Crown Leaseholder.	Registered Number of Marine Lot.	Amount of Contribution.