

8. When the conditions herein contained have been complied with to the satisfaction of the Surveyor General the Purchaser of the 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 75 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 Rural 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 the Lot 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. | Registry Number and Description of Lot Purchased. | Annual Rental. | Amount of Premium at which Purchased. | Signature of Purchaser. |
|-----------------|---|----------------|---------------------------------------|-------------------------|
| 1               | Rural Building Lot No. 74.                        | \$360          |                                       |                         |

#### GOVERNMENT NOTIFICATION.—No. 160.

The following Particulars and Conditions of Sale of Crown Land by Public Auction, to be held on the 17th day of April, 1889, at 5 P.M., are published for general information.

By Command,

FREDERICK STEWART,  
*Colonial Secretary.*

Hongkong, 6th April, 1889.

Particulars and Conditions of the letting by Public Auction Sale, to be held on Wednesday, the 17th day of April, 1889, at 5 P.M., by Order of His Excellency the Governor of One Lot of Crown Land, in the Colony of Hongkong, for a term of 75 Years.

#### PARTICULARS OF THE LOT.

| 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            | Rural Building Lot No. 75. | Plantation Road, (near the Tramway), | 160                    | 160   | { 80<br>160 } | { 80<br>160 } | 3,000                  | 110          | 3,000        |

#### 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 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 the 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 the 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 the Lot shall build and finish, fit for occupation, before the expiration of twelve calendar months from the day of sale, in a good, substantial and workmanlike manner, one or more good and permanent messuages or tenements upon some part of his Lot, and shall expend thereon a sum of not less than \$4,000 (Four thousand Dollars). No houses other than buildings of the character and design usually tenanted by Europeans and having the necessary European out-offices and appurtenances, will be allowed to be built on the Lot. The Purchaser of the Lot shall construct all the necessary pipe drains to carry off the waste and refuse water from the main building or main buildings, cook-houses, and out-offices, and conduct the said waste and refuse water into the nearest Government sewer; or, if there be no Government sewer in the vicinity, to such places as may be indicated by the Surveyor General, such drains to be constructed of material and in a manner approved of by the Sanitary Board. No sewage or refuse water will be allowed to flow from the Lot 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, and in carrying out any works of excavation on the Lot, no excavated earth shall be deposited on the Lot or on Crown Land adjoining in such manner as shall expose the slopes of such excavated earth to be eroded and washed down by the rains, and all such slopes shall be properly turfed and if necessary secured in place by means of masonry toe-walls. The Purchaser shall see that all refuse matters are properly removed daily from off the premises.

7. The Purchaser of the Lot shall pay into the Treasury a proportionate part of the annual rental specified in the particulars hereinbefore contained on the 24th day of June next, and thereafter shall pay such annual rental by equal half-yearly payments on the 25th day of December, and the 24th day of June in every Year.

8. When the conditions herein contained have been complied with to the satisfaction of the Surveyor General the Purchaser of the 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 75 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 Rural 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 the Lot shall be given to the Purchaser, and deemed to have been taken by him, on the day of sale.

SPECIAL CONDITION.

The Purchaser shall construct within his Lot, such drain as is necessary to provide for the conveyance of the sewage and waste waters from the New Naval Sanitarium on Farm Lot No. 63.

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. | Registry Number and Description of Lot Purchased. | Annual Rental. | Amount of Premium at which Purchased. | Signature of Purchaser. |
|-----------------|---|----------------|---------------------------------------|-------------------------|
| 1               | Rural Building Lot No. 75.                        | \$110          |                                       |                         |