

## GOVERNMENT NOTIFICATION.—No. 223.

His Excellency the Governor has given his assent, in the name and on behalf of the Queen, to the following Ordinance passed by the Legislative Council:—

Ordinance No. 16 of 1889.—*An Ordinance enacted by the Governor of Hongkong, with the advice and consent of the Legislative Council thereof, to carry out a scheme for the Reclamation of the foreshore opposite the City of Victoria.*

By Command,

FREDERICK STEWART,  
Colonial Secretary.

Colonial Secretary's Office, Hongkong, 10th May, 1889.

No. 16 OF 1889.

Title. An Ordinance enacted by the Governor of Hongkong, with the advice and consent of the Legislative Council thereof, to carry out a scheme for the Reclamation of the foreshore opposite the City of Victoria.

LS G. WILLIAM DES VŒUX.

[10th May, 1889.]

Preamble. 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:—

Short title. 1. This Ordinance may be cited for all purposes as *The Praya Reclamation Ordinance, 1889.*

Power to carry out works of reclamation. 2. 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.

3. 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 plan and drawings deposited in the Land Registry Office signed by the Surveyor General and countersigned by the Governor, and such plan and drawings shall remain in the said Office and shall be open to public inspection at convenient hours.

Deviations. 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 plan and drawings: Provided that the area of land to be disposed of for building as shewn upon the said plan shall not be unnecessarily diminished.

Commencement of works. The works shall be commenced forthwith and shall proceed without unnecessary interruption or delay until completion and the Governor is hereby authorized to appoint a competent officer to superintend and a competent staff to assist in carrying out the said works and to procure and obtain such plant, machinery materials and things as may be necessary for the said works. The salaries of such officer and staff and the cost of such plant, machinery, materials and things shall be defrayed as part of the costs of the said works in manner hereinafter provided.

Appointment of special staff, &c. 4. The works authorized by this Ordinance comprise the following, that is to say:

Works authorized. (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 Marine Lot No. 188 and marked upon the said plan, 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 seventy-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.

5. 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, vacant 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.

Power to remove obstructions to work.

6. 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.

Title to reclaimed land.

Rights, easements, &c.

7. Whereas the Crown lessees or their assigns registered in the Land Registry Office at the date of the commencement of this Ordinance in respect of the lots of land or sections thereof fronting the Praya Roadway along the line of the proposed reclamation (which persons with their executors, administrators and assigns except where repugnant to the context are hereinafter referred to as lessees) or the majority of them have already declared or signified their readiness to contribute towards the cost to be incurred for and in connection with the works authorized by this Ordinance: provided the Governor will grant to them respectively Crown leases of such equitable proportion of the proposed reclamation as may be available having regard to public requirements in respect of the roads and streets to be made on the land when reclaimed and in the case of each lessee having regard to the claims of other lessees and whereas it has been agreed that the cost of the said works shall also include a sum not exceeding \$5,000 for preliminary expenses, a sum not exceeding \$180,000 by way of compensation to owners and occupiers of Wharves and Piers along the line of the proposed reclamation and a further sum not exceeding \$105,000 for the purchase of a portion of the land in course of reclamation opposite Marine Lots Nos. 95, 96, 97, 98 and 105. Be it further enacted as follows:—

Provisions as to cost of works and agreements with lessees, &c.

(i.) As soon as practicable after the commencement of this Ordinance, a further plan signed by the Surveyor General and countersigned by the Governor, showing in detail the portion of the proposed reclamation assigned to lessees in respect of the lots of land or sections thereof registered in their names at the Land Registry Office at the date of the commencement of this Ordinance, shall be deposited at the said Office and shall have annexed thereto a Schedule containing a list of the lessees of such lots of land and sections as aforesaid and the approximate contribution required from each of them in respect of the cost of his portion of the reclamation.

Detailed plan to be made and deposited with Schedule of lessees and their contributions at Land Office.

(ii.) The deposit of such further plan as aforesaid shall be notified in the *Gazette*, a copy of the said Schedule being published at the same time, and lessees who are desirous of entering into the agreement hereafter mentioned shall within

Deposit to be notified and Schedule to be published in *Gazette*.

a period of two months from the date of such notification, signify respectively in writing their acceptance of the portions of the land assigned to them on the said plan and of their intention to enter into an agreement.

Power to enter into agreements with assenting lessees.

(iii.) On the expiration of two months from the date of such notification as aforesaid and within a further period of one month it shall be lawful for the Governor if he think fit to enter into an agreement with the lessees individually who have signified their intention and acceptance as aforesaid, such agreement being upon the terms and subject to the conditions in the form in the Schedule to this Ordinance; and the Governor is hereby empowered to dispose of the reclaimed land in accordance therewith.

Errors in quantity or area of land agreed to be granted.

(iv.) Notwithstanding any such agreement as aforesaid shall have been signed by any lessee, if any error in quantity or area of land agreed to be granted shall be discovered by either party thereto prior to the granting of a Crown lease of such land it shall be lawful for the Governor in Council to rectify and readjust the same and to grant a less or greater portion of land as the case may be, and to alter accordingly the lessees contribution: Provided always that the lessee, if his portion of land is diminished, shall have the option, if he so elect, of cancelling the said agreement and thereupon all moneys he shall have already paid shall be refunded.

Each lessee to bear actual cost of his portion of reclamation.

(v.) Notwithstanding anything contained in the Schedule to be deposited in the said Office as aforesaid or in any agreement entered into in pursuance of this Ordinance no lessee shall (save as provided by sub-section (vii) of this section) be liable for more than the actual cost of the reclamation of the land agreed to be granted to him and of all works authorized by this Ordinance in connection therewith (such actual cost in case of doubt to be decided by the Governor in Council) and if such cost shall exceed or be less than the amount estimated or named in such Schedule or any agreement as aforesaid the lessee shall bear and pay such excess or be entitled to the benefit of such less sum and to a proportionate refund.

Compensation to non-assenting lessees.

(vi.) In case any lessee shall not signify his acceptance in the manner and within the time provided in sub-sections (ii and iii) of this section he shall have no claim to any compensation in respect of any depreciation of his lot by reason of the said works, 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 lessee may have sustained by the said works.

Extraordinary expenses of works, how to be borne.

(vii.) If from time to time before the completion of the said works any extraordinary loss, damage or expense is caused to or rendered necessary for the said works or for any portion thereof by or in consequence of any unforeseen difficulties that may present themselves in the progress of the said 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 lessees who have entered into agreements in pursuance of this section such lessees contributing such a proportion of the sum required, as the Surveyor General shall certify to be equivalent to the proportion which the amount of the lessee's contribution mentioned in his agreement bears to the total cost of the said works.

Provision for cost of works not borne by lessees.

(viii.) So much of the cost of the said works as shall not be contributed by the lessees under the provisions of this Ordinance shall be defrayed out of the Public Revenues of the Colony.

8. 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 said works.

Certain claims barred as against the Crown.

9. 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 lessees and their sub-lessees or tenants inter se.

Saving as to foreshore rights.

10. From and after the completion of the embankment authorized by this Ordinance, the Governor shall keep and maintain the sea wall thereof and all the Public Roads thereon out of monies to be provided from the public revenues of the Colony: Save as aforesaid, the Governor shall not be liable for any deterioration, subsidence, or damage of and to the said embankment.

Maintenance of sea wall, roads, &c.

Passed the Legislative Council of Hongkong, this 26th day of April, 1889.

ARATHOON SETH,  
*Clerk of Councils.*

Assented to by His Excellency the Governor, the 10th day of May, 1889.

FREDERICK STEWART,  
*Colonial Secretary.*

#### SCHEDULE.

ARTICLES OF AGREEMENT made the        day of  
188    Between  
Acting for and on behalf of the Governor of Hongkong (hereinafter called the Governor) of the one part and  
(hereinafter with his executors administrators and assigns called the lessee) of the other part. WHEREAS the lessee is a Crown Lessee of Marine Lot No.        (or is the registered holder or assign of the        of Marine Lot No.        or of section        of Marine Lot No.        (as the case may be) and has agreed to contribute towards the cost of the works authorized by the Praya Reclamation Ordinance, 1889 the sum of \$        and such further or other sums as hereinafter mentioned upon the terms and subject to the conditions hereinafter contained.

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

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

2. The sum of \$        being the balance of the said contribution shall be paid by the lessee to the Governor in such instalments and at such times as shall be required by the Governor provided that 30 days' previous notice in writing of each such payment being required shall be given by the said Governor to the lessee 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 lessee towards the said works and paid as aforesaid the lessee 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 lessee to the Governor at such time or times as shall be required by the Governor thirty days' previous notice in writing of every such payment being required being given by the Governor as aforesaid: Provided always that if the actual cost of the reclamation of the land hereby agreed to be granted shall exceed or be less than the said sum of \$       , the excess or less sum shall be paid by the lessee or refunded to him as the case may require and if any difference shall arise as to such actual cost the same shall be decided by the Governor in Council.

4. If the lessee 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 him 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 lessee 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 portion of the said works in the area of Reclamation described as Section on the plan deposited in the Land Office pursuant to Section 7 of the said Ordinance, and upon payment by the lessee of the whole of the said balance of \$ (if any) 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 lessee 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 easements and reservations (save as to rent hereinafter provided) as are contained in Crown Leases of Marine Lots now in use.

Provided always that nothing in this agreement contained shall be held to give the lessee any right or rights over the new foreshore or otherwise in respect of or in connection with the portion of the reclamation hereby agreed to be granted to him, of a nature different to or in a degree greater or less than such rights as the lessee may have had in respect of or in connection with the said Marine Lot No. (or as the case may be) immediately before the coming into operation of this Ordinance.

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.

#### GOVERNMENT NOTIFICATION.—No. 224.

Information has been received from the Military Authorities that Artillery Practice will take place from Stone Cutters' Island, South Shore Battery, between the hours of 6.30 A.M. and 10 A.M. on the 13th, 14th, 15th and 16th instant.

The line of fire will be in a South Westerly direction from the Battery.

All Ships, Junks, and other vessels are cautioned to keep clear of the range.

By Command,

FREDERICK STEWART,  
Colonial Secretary.

Colonial Secretary's Office, Hongkong, 9th May, 1889.

#### GOVERNMENT NOTIFICATION.—No. 225.

Notice is hereby given that the Governor in Council, under and in pursuance of Ordinance No. 14 of 1862, entitled—*An Ordinance for granting Patents for Inventions within this Colony*, has granted Letters Patent bearing date the 8th day of May, 1889, to HENRY HARRIS LAKE of the firm of HASELTINE LAKE & Co., Patent Agents, Southampton Buildings, London, England, for securing to the said HENRY HARRIS LAKE, the exclusive right of using, within the Colony of Hongkong and its Dependencies, the Inventions hereinafter mentioned for which Her Majesty's Letters Patent have been obtained in England by the said HENRY HARRIS LAKE, viz.:—

(1.) *Improvements relating to the pulverization or reduction of Mineral or other substances and to apparatus therefor*, for the term of 14 years from the 26th day of January, 1887.

(2.) *Improvements in apparatus for crushing or pulverizing Ores and other substances*, for the term of 14 years from the 20th day of March, 1888.

By Command,

FREDERICK STEWART,  
Colonial Secretary.

Colonial Secretary's Office, Hongkong, 11th May, 1889.