

GOVERNMENT NOTIFICATION.—No. 535.

The following Particulars and Conditions of Sale of Crown Land by Public Auction, to be held on the spot, on Monday, the 12th day of December, 1898, at 3 p.m., are published for general information.

By Command,

T. SERCOMBE SMITH,
Acting Colonial Secretary.

Colonial Secretary's Office, Hongkong, 26th November, 1898.

Particulars and Conditions of the letting by Public Auction Sale, to be held on Monday, the 12th day of December, 1898, at 3 p.m., by Order of His Excellency the Officer Administering the Government, of Two Lots of Crown Land, at Fuk Tsun Heung, Kowloon, in the Colony of Hongkong, for a term of 75 Years.

PARTICULARS OF THE LOTS.

No. of Sale.	Registry No.	LOCALITY.	Boundary Measurements.				Contents in Squareft.	Annual Rent.	Upset Price.
			N.	S.	E.	W.			
1	Kowloon Marine Lot No. 42.	Fuk Tsun Heung, (North of Cosmopolitan Docks).	feet. 51'	feet. 47'.6"	feet. 350'	feet. 342'	17,041	\$ 118	\$ 2,556
2	Kowloon Inland Lot No. 877.	Do. Do. Do.	56'	47'.6"	366'	353'	19,204	130	1,344

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 \$25.
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 \$15 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 Director of Public Works, for the Purchaser, at each angle of the Lot.
5. The Purchaser of each Lot shall 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 reclaim the same from the sea to the levels required by the Government and 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 messuage or tenement upon some part of his Lot, with walls of stone or brick and lime-mortar and roof of tiles or such other materials as may be approved by the Director of Public Works, and in other respects in accordance with the conditions of the Building (Amendment) Ordinances, No. 25 of 1891, and No. 7 of 1895, and shall expend thereon a sum of not less than \$5,000 in rateable improvements.
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 each and every year during the term of 75 years hereinbefore mentioned.
8. When the conditions herein contained have been complied with to the satisfaction of the Director of Public Works, 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 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 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 Marine and Inland 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, or at the option and pleasure of Her 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 Her 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.

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.

1. The Purchaser of Kowloon Marine Lot 42 will be required to fill in and reclaim to the proper lines and levels, to be determined by the Director of Public Works, at his own cost and charges that portion of Crown foreshore, shewn on the Sale Plan being 357 feet in length and 30 feet in width abutting on the Western Boundary of the Lot, and 47'.6" in length and 15 feet in width abutting on the Southern Boundary of the Lot and further at his own cost and charges to protect the same by a wall constructed to the satisfaction of the Director of Public Works. The aforesaid reclamations and walls shall be completed and handed over to the Government free of charge within a period of 24 months from the day of sale.

2. The Purchaser of Kowloon Inland Lot 877 will be required to fill in and reclaim to the proper lines and levels, to be determined by the Director of Public Works, at his own cost and charges that portion of Crown foreshore shewn on the Sale Plan being 368 feet in length and 20 feet in width abutting on the Western Boundary of the Lot and 47'.6" in length and 15 feet in width abutting on the Southern Boundary of the Lot and further (if necessary) at his own cost and charges to protect the same by a wall constructed to the satisfaction of the Director of Public Works. The aforesaid reclamation and walls shall be completed and handed over to the Government free of charge within a period of 24 months from the day of sale.

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 bidder for the Lot 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.

Number of Sale Lot.	Registry Number and Description of Lot Purchased.	Annual Rental.	Amount of Premium at which Purchased.	Signature of Purchaser.
1	Kowloon Marine Lot No. 42.	\$118		
2	Kowloon Inland Lot No. 877.	\$130		

Witness to Signature of Purchaser.

Director of Public Works.

Witness to Signature of Director of Public Works.

GOVERNMENT NOTIFICATION.—No. 537.

The following Notice is published.

By Command,

T. SERCOMBE SMITH,
Acting Colonial Secretary.

Colonial Secretary's Office, Hongkong, 24th November, 1898.

TREASURY NOTICE.

Owners of property are reminded that Crown Rent for the second half-year of 1898 is payable at the Treasury on or before the 24th December next.

A. M. THOMSON,
Acting Colonial Treasurer.

Treasury, Hongkong, 23rd November, 1898.