

GOVERNMENT NOTIFICATION.—No. 331.

The following Particulars and Conditions of Sale of Crown Land by Public Auction, to be held at the Offices of the Public Works Department, on Monday, the 26th day of June, 1899, at 3.30 p.m., are published for general information.

By Command,

J. G. T. BUCKLE,
for the Colonial Secretary.

Colonial Secretary's Office, Hongkong, 10th June, 1899.

Particulars and Conditions of the letting by Public Auction Sale, to be held on Monday, the 26th day of June, 1899, at 3.30 p.m., at the Offices of the Public Works Department, by Order of His Excellency the Governor, of Fourteen Lots of Crown Land at Tai Kok Tsui, in the Colony of Hongkong, for a term of 75 Years.

PARTICULARS OF THE LOTS.

Sale No.	Registry No.	LOCALITY.	Boundary Measurements.				Contents in Square ft.	Annual Rent.	Upset Price.		
			N.	S.	E.	W.					
			feet.	feet.	feet.	feet.	\$	\$			
1	Kowloon Inland	Tai Kok Tsui,									
	Lot No. 887		100'.0"	102'.0"	352'.0"	334'.0"	34,300	} 2,917	21,780		
	" 888		100'.0"	102'.0"	380'.0"	362'.0"	37,100				
	" 889		40'.9"	40'.0"	336'.0"	330'.0"	13,320				
	" 890		102'.0"	100'.0"	364'.0"	346'.0"	35,500				
	" 891		102'.0"	100'.0"	392'.0"	374'.0"	38,300				
	" 892		40'.0"	40'.0"	312'.0"	312'.0"	12,480				
	" 893		100'.0"	100'.0"	312'.0"	312'.0"	31,200				
	" 894		100'.0"	100'.0"	312'.0"	312'.0"	31,200				
	" 895		40'.0"	40'.0"	280'.0"	280'.0"	11,200				
	" 896		100'.0"	100'.0"	280'.0"	280'.0"	28,000				
	" 897		100'.0"	100'.0"	280'.0"	280'.0"	28,000				
	Kowloon Marine										
	Lot No. 44		40'.0"	40'.0"	260'.0"	260'.0"	10,400				
" 45	100'.0"	100'.0"	260'.0"	260'.0"	26,000						
" 46	100'.0"	100'.0"	260'.0"	260'.0"	26,000						

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 Lots shall be put up again at a former bidding.
2. No person shall at any bidding advance less than \$20.
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 Lots shall have been purchased.
4. The Purchaser shall also pay to the Land Officer, on behalf of Her Majesty the QUEEN, the sum of \$210 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 each Lot.
5. The Purchaser of the Lots 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 the Lots shall build and finish, fit for occupation, before the expiration of four years from the day of sale, in a good, substantial and workmanlike manner, one good and permanent messuage or tenement upon some part of the Lots, 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 \$50,000 in rateable improvements.
7. The Purchaser of the Lots 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 the Lots 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 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 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 the Lots 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 to reclaim the land by the removal of the hill on the West as far as practicable, to form also the embankment for the road (shewn by the dotted lines from A to B on the Sale Plan) across the tidal flat to meet the Station Street North road, the height of such embankment to be 13 feet above Ordnance Datum after all settlement has taken place and the width on the top to be 25 feet. The Purchaser shall also reclaim the ground for roads between the lots and for a road to the East of the lots to such widths and levels as shall be approved by the Director of Public Works.

2. In excavating the hill to the West only the earth is to be removed, any rock found in it to be the property of the Quarry Farmer as far as he can remove it this year while his lease exists, any loose rock left after the 31st December to be at the disposal of the Purchaser of the Land.

3. The Southern part of the reclamation to be protected on the sea face from C to D by a wall to the satisfaction of the Director of Public Works.

4. If Chinese houses are erected 15-foot lanes shall be left down the middle of the 100-ft. blocks, which shall be the property of the Government, and the houses to be ventilated on each floor and provided with latrine accommodation on each floor to the satisfaction of the Director of Public Works.

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.

Sale No.	Registry Number.	Annual Rental.	Amount of Premium at which Purchased.	Signature of Purchaser.
1	Kowloon Inland Lot No. 887	\$2,917		
	" 888			
	" 889			
	" 890			
	" 891			
	" 892			
	" 893			
	" 894			
	" 895			
	" 896			
	" 897			
	Kowloon Marine Lot No. 44			
	" 45			
" 46				

Witness to Signature of Purchaser.

Director of Public Works.

Witness to Signature of Director of Public Works.