

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 Lot sold shall be given to the Purchaser, and deemed to have been taken by him, on the day of sale.

SPECIAL CONDITIONS.

1. Substantial retaining walls to be built against all cuttings to prevent landslips.
2. Right of way will be granted over Crown Land from the North-west corner of the Lot to Macdonnell Road, and from the South-west corner of the Lot to Bowen Road on lines approved by the Director of Public Works.
3. The design of the building to be erected on the Lot to be subject to the approval 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.

| Number of Sale. | Registry Number. | Annual Rental. | Amount of Premium at which Purchased. | Signature of Purchaser. |
|-----------------|-----------------------|----------------|---------------------------------------|-------------------------|
| 1 | Inland Lot No. 1,570. | \$398 | | |

Witness to Signature of Purchaser.

Director of Public Works.

Witness to Signature of Director of Public Works.

GOVERNMENT NOTIFICATION.—No. 609.

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 20th day of November, 1899, at 3.15 p.m., are published for general information.

By Command,

J. H. STEWART LOCKHART,
Colonial Secretary.

Colonial Secretary's Office, Hongkong, 4th November, 1899.

Particulars and Conditions of the letting by Public Auction Sale, to be held on Monday, the 20th day of November, 1899, at 3.15 p.m., at the Offices of the Public Works Department, by Order of His Excellency the Governor, of One Lot of Crown Land near To Kwa Wan, in the Colony of Hongkong, for a term of 75 Years, with the option of renewal at a Crown Rent to be fixed by the Surveyor of Her Majesty the QUEEN, for one further 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. | | | |
| 1 | Kowloon Marine Lot 67. | Kowloon Bay, (near To Kwa Wan), | feet. | feet. | feet. | feet. | | \$ | \$ |
| | | | 350 | 350 | 150 | 150 | 52,500 | 300 | 7,880 |

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 \$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 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 \$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 the 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 the Lot shall reclaim the whole area and shall build and finish, fit for occupation, before the expiration of two years from the day of sale, in a good, substantial and workmanlike manner, one or more 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 Ordinances, No. 15 of 1889, No. 25 of 1891, and No. 7 of 1895, and shall expend upon such improvements a sum of not less than \$5,000. The reclaimed area to be protected in a substantial manner to the satisfaction of the Director of Public Works.
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 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 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 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 Marine 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 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 will be permitted to remove earth from Crown Land for the purposes of the reclamation of the Lot and road adjoining, subject to the approval of, and permit from, the Director of Public Works.
2. The exact Boundaries of the Lot to be defined by the Director of Public Works.
3. The Purchaser of the Lot shall form a road 40 feet wide along the western and northern boundaries of his Lot and shall connect the same by means of a road 40 feet wide to the main road from Hung Hom to Kowloon City, all to such levels, and protected by sea walls in such a way, as may be approved by the Director of Public Works.
4. The Purchaser shall pay such Crown Squatters as will be disturbed by the reclamation of the Lots and adjoining roads such compensation as may be fixed by 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.

| No. of Sale. | Registry Number. | Annual Rental. | Amount of Premium at which Purchased. | Signature of Purchaser. |
|--------------|------------------------|----------------|---------------------------------------|-------------------------|
| 1 | Kowloon Marine Lot 67. | \$300 | | |

Witness to Signature of Purchaser.

Director of Public Works.

Witness to Signature of Director of Public Works.

GOVERNMENT NOTIFICATION.— No. 610.

The following Finding of the Marine Court of Enquiry into the stranding of the British Steamship *Shantung*, Official Number 99,039 of London, is published

By Command,

J. H. STEWART LOCKHART,
Colonial Secretary.

Colonial Secretary's Office, Hongkong, 3rd November, 1899.

FINDING.

We find that the British Steamship *Shantung*, Official Number 99,039 of London, of which HEATHFIELD CHARLES DALTON FRAMPTON, whose Certificate of Competency is 04961, was Master, left Sourabaya (Java) on 5th of July bound to Hongkong with a full cargo of Sugar.

The ship appears to have been fully found and equipped and to have carried a full complement of officers and crew.

That on the 8th July the Master decided to pass close to Seraia Island (Natuna Group) with the object of examining the shore line as he had reason to think that there had been a wreck on the beach, and the chart showed deep water and suggested no danger in such a proceeding. That accordingly a course was steered passing about one mile off the western shore of the island.

That, while steering this course abreast of the island, the ship struck and passed over a rock sustaining so much damage that the Master decided on beaching her, which he did.

That, assistance having been obtained from Singapore, the ship was sufficiently repaired and hauled off on the 17th July and proceeded under her own steam to Singapore.

The Court is of the opinion that, with the exception of omitting to use the lead in close proximity to land, the ship was navigated by the Master in a seamanlike and proper manner, but, as this omission does not appear to have contributed to the casualty and as in the subsequent proceedings commendable energy was displayed, the Court do not consider it necessary to deal with the Master's Certificate.

Given under our hands at Victoria, Hongkong, this 2nd day of November, 1899.

R. MURRAY RUMSEY, Retd. Com., R.N.,
President.

RICHD. J. ROGERS, Staff Commander, R.N.

JOHN H. RINDER, R.N.R., British S.S. *Coptic.*

PERCY H. ROLFE, R.N.R., British S.S. *Yuen Sang.*

J. A. MORRIS, British S.S. *Chow Tai.*

GOVERNMENT NOTIFICATION.— No. 611.

The following Notice is published.

By Command,

J. H. STEWART LOCKHART,
Colonial Secretary.

Colonial Secretary's Office, Hongkong, 4th November, 1899.