

option and pleasure of His 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 His 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.

*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	Kowloon In. Lot No. 1,134	\$32		

*Witness to Signature of Purchaser.*

*Director of Public Works.*

*Witness to Signature of Director of Public Works.*

### GOVERNMENT NOTIFICATION.—No. 87.

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 25th day of February, 1901, at 3 p.m., are published for general information.

By Command,

J. H. STEWART LOCKHART,  
*Colonial Secretary.*

Colonial Secretary's Office, Hongkong, 9th February, 1901.

Particulars and Conditions of the letting by Public Auction Sale, to be held on Monday, the 25th day of February, 1901, at 3 p.m., at the Offices of the Public Works Department, by Order of His Excellency the Governor, of Five Lots of Crown Land at Hung Hom, Kowloon, 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 His Majesty the KING, for one further term of 75 years.

### PARTICULARS OF THE LOTS.

No. of Sale.	Registry No.	LOCALITY.	Boundary Measurements.				Contents in Square ft.	Annual Rent.	Upset Price.
			N.	S.	E.	W.			
	Hung Hom		feet.	feet.	feet.	feet.			
1	In. Lot No. 230	Hung Hom, .....	150'	150'	47'.6"	47'.6"	7,125	\$ 82	\$ 4,275
2	" " 231	" .....	150'	150'	47'.6"	47'.6"	7,125	82	4,275
3	" " 232	" .....	150'	150'	47'.6"	47'.6"	7,125	82	4,275
4	" " 233	" .....	150'	150'	47'.6"	47'.6"	7,125	82	4,275
5	" " 234	" .....	165'	210'	47'.6"	60'.0"	} 20,734	238	12,440
			222'	264'	47'.6"	65'.0"			

### 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 of each Lot shall also pay to the Land Officer, on behalf of His Majesty the KING, 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 His Majesty the KING, a Fee of \$15 upon the execution of the Crown Lease thereof.
6. The Purchaser of each Lot shall build and finish, fit for occupation, before the expiration of twenty-four calendar months 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 provisions of all Ordinances, Bye-laws and Regulations relating to Buildings or Sanitation as shall or may at any time be in force in the Colony, and shall expend thereon a sum of not less than \$7,500 in rateable improvements on Hung Hom Inland Lot 230 and Hung Hom Inland Lot 231, \$8,000 to be spent respectively on Hung Hom Inland Lot 232 and Hung Hom Inland Lot 233, and \$21,000 on Hung Hom Inland Lot 234.
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 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 each and every year during the continuance of the lease.
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 24th day of June and the 25th day of December 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 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 His 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 His 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 His 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 His 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 His 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 will be permitted to remove earth from Crown Land, for the purpose of the reclamation of the Lots, subject to the approval of, and permit from, the Director of Public Works.
2. The exact Boundaries of the Lots to be defined by the Director of Public Works.
3. The roads and lanes shewn bounding the properties to be reclaimed and raised to such level as may be directed by the Director of Public Works, by the Purchaser.
4. The Crown Lease to contain a proviso that the Purchasers or their Assigns shall have no claim to compensation in the event of any reclamation being made on the seaward side of the Lots.

*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	Hung Hom In. Lot No. 230	\$ 82		
2	" " " 231	\$ 82		
3	" " " 232	\$ 82		
4	" " " 233	\$ 82		
5	" " " 234	\$238		

Witness to Signature of Purchaser.

Director of Public Works.

Witness to Signature of Director of Public Works.

## GOVERNMENT NOTIFICATION.—No. 88.

The following is published.

By Command,

J. H. STEWART LOCKHART,  
Colonial Secretary.

Colonial Secretary's Office, Hongkong, 9th February, 1901.

"ALACRITY" AT SHANGHAI,  
19th January, 1901.

## HYDROGRAPHICAL MEMORANDUM No. 23.

From H.M.S. "Bramble."

## PERAK RIVER.

With reference to Notice to Mariners No. 603 of 1900, H.M.S. "Bramble" in searching for rock on which S.S. "Rosa" reported having struck, found a rock with 9 feet on it at low water in the following approximate positions:—

Islet (163) bearing N. 52° 30' W. 6 cables. } Magnetic.  
Islet (186) North 11½ cables

This is probably the rock that S.S. "Rosa" struck.

Chart 1009.

From H.M.S. "Woodlark."

## NGANKIN REACH.

A depth of no bottom at 7 fathoms is shown on Chart No. 2678 close to the right river bank about one mile above the beacon. A bank has formed here and extends about 500 yards from the right bank. At 100 yards from right bank 2½ fathoms was found gradually increasing to 5 fathoms 500 yards from right bank. Water mark at Kuikiang 4 feet 5 inches.

Directions:—Proceeding up or down river, do not go into the bight above the beacon. Keep about a third the width of river from right bank.

Chart 2678.

From Commissioner of Customs, Tientsin.

## APPROACHES TO TAKU ANCHORAGE.

H.I.M.S. "Petropavlovsk" approaching Taku anchorage on 17th November, 1900, struck a sunken article. It is supposed that the battleship ran across an iron lighter that sunk in a gale of wind on 27th July in 5¼ fathoms. There must have been about 20 feet low water covering the spot.

Approximate position of the discovered danger and of the sunken lighter are the same—S. 84° E. (true bearing) and distant from Taku lightship 4 nautical miles. The approximate position of the above-mentioned wreck has been marked by a black wooden spar.

E. H. SEYMOUR,  
Vice-Admiral.