

GOVERNMENT NOTIFICATION.—No. 227.

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 15th day of April, 1901, at 3.30 p.m., are published for general information.

By Command,

T. SERCOMBE SMITH,
Acting Colonial Secretary.

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

Particulars and Conditions of the letting by Public Auction Sale, to be held on Monday, the 15th day of April, 1901, at 3.30 p.m., at the Offices of the Public Works Department, by Order of His Excellency the Governor, of Two Lots of Crown Land at Mong Kok Tsui, 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.			
			feet.	feet.	feet.	feet.		\$	\$
1	Kowloon Inland Lot No. 1,104.	Mong Kok Tsui,	47'.6"	47'.6"	305'	305'	14,487	166	11,590
2	„ 1,105.	„	47'.6"	47'.6"	190'	190'	9,025	104	7,220

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 \$1 per square foot of land purchased 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 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 each Lot sold shall be given to the Purchaser, and deemed to have been taken by him, on the day of sale.

SPECIAL CONDITION.

The land at each side of each Lot to be reclaimed to such level as may be fixed by the Director of Public Works, for half the width of the streets and lanes bounding them.

Acting 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. 1,104	\$166		
2	" " " 1,105	\$104		

Witness to Signature of Purchaser.

Acting Director of Public Works.

Witness to Signature of Acting Director of Public Works.

GOVERNMENT NOTIFICATION.—No. 228.

Notice is hereby given, under the provisions of Section 15 of The New Territories Land Court Ordinance, 1900, that His Excellency the Governor has fixed the 15th day of June, 1900, as the date after which all persons in occupation of land in the district hereunder specified, to wit, Survey District No. VI, the boundaries of which are hereunder specified, shall be deemed trespassers as against the Crown, unless such occupation is authorized by grant from the Crown or by other title allowed by the Court under the said Ordinance or by licence from the Governor or from some Government Officer having authority to grant such licence, or unless a claim to be entitled to such occupation has been duly presented to the Court and has not been withdrawn or heard and disallowed.

Boundaries of Survey District No. VI.

The North boundary starts from a boundary mark on the West shore of Plover Cove, following the ridge of the Pat Sing Lang in a westerly direction as far as the New Territory Survey Cairn on the summit of the highest peak in the range; thence it proceeds in a straight line to the point where the hill road from Sha Lo Tung to Wong Shan Ha crosses the crest of the hill; thence to top of the Wong Shan Ha Gap and includes the cultivation at the head of the stream running from the Sha Lo Tung plateau to the Kwai Fán Lóng valley, but omits the cultivation in the Wong Shan Ha valley, from the top of the Gap it proceeds North to the top of the Pui-fu-leng; thence follows the western ridge of the Pui-fu-leng as far as a boundary mark in the valley, thence to a boundary mark on the Sam Chun Road; thence running West and South-West it follows the ridge that forms the northern boundary of the Ts'oi Hang and Lam Ts'un valley as far as the Pat Heung Gap.

The south-western and southern boundary runs from the Pat Heung Gap to the top of the outstanding peak on the South known as Kún Yam Sh'an; thence follows the hill ridge to the top of Tai Mo Shan; thence East to the top of the Ün Iú Gap; and East again to the top of the Sz Fong Shan otherwise Pún Shan Ting; and thence follows the ridge to the summit of the K'i-Shan. It then proceeds along the eastern ridge to the Ma Nin Shui Waterfall.

The eastern boundary is an imaginary line between the boundary mark on the shore of Plover Cove and the Ma Nin Shui Waterfall, deflected so as to include the islands between Ta Mi Fuk and U Kwai Sha.

By Command,

T. SERCOMBE SMITH,
Acting Colonial Secretary.

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