

GOVERNMENT NOTIFICATION.—No. 448.

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 2nd day of September, 1901, at 3 p.m., are published for general information.

By Command.

J. H. STEWART LOCKHART,
Colonial Secretary.

Colonial Secretary's Office, Hongkong, 15th August, 1901.

Particulars and Conditions of the letting by Public Auction Sale, to be held on Monday, the 2nd day of September, 1901, at 3 p.m., at the Offices of the Public Works Department, by Order of His Excellency the Governor, of Four Lots of Crown Land at Tai 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.			
1	Kowloon Inland Lot No. 1,128	Tai Kok Tsui,.....	215'	215'	50'	50'	10,750	100	} 5,308
	" 1,129	"	215'	207'	51'	50'	10,550	96	
	" 1,130	"	165'	175'	51'	50'	8,500	78	
	" 1,131	"	111'.9"	111'.9"	51'	51'	5,588	52	

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 the Lots shall also pay to the Land Officer, on behalf of His Majesty the KING, the sum of \$100 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 Lots.

5. The Purchaser of the Lots shall pay to the Land Officer, on behalf of His Majesty the KING, a Fee of \$60 upon the execution of the Crown Leases thereof.

6. The Purchaser of the Lots 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 or more good and permanent messuage or tenement upon some part of his 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 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 \$20,000 in rateable improvements.

7. The Purchaser of the Lots shall pay into the Treasury a proportionate part of the annual rentals specified in the particulars hereinbefore contained on the 25th day of December next, and thereafter shall pay such annual rentals 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, Leases from the Crown of the Pieces of Ground comprised in such Lots for 75 years, to be computed from the day of sale, at such Annual Rentals, payable half-yearly on the 25th day of December and the 24th day of June in every year, as are 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 Main Road and the areas reserved for the construction of other roads and back lanes, shown on sale plan, to be cut down to such widths and levels as the Director of Public Works may direct and to be handed over to the Government within eighteen months of the date of sale.

2. The Purchaser to cut the hills to such slopes as he may consider necessary in order to obviate the risk of landslips.

3. The exact boundaries of the Lot to be defined by the Director of Public Works on completion of the work of levelling them and premium and Crown Rent to be then adjusted in proportion to the amounts realized at auction for the areas sold.

4. Any houses erected on any of the Lots, to be built in accordance with the plan showing an improved type of Chinese Houses, signed by the Acting Director of Public Works and dated 1st August, 1901, or with such other plan as may be approved by the Sanitary Board.

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 Lots 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 In. Lot No. 1,128	\$100		
	" " " 1,129	\$ 96		
	" " " 1,130	\$ 78		
	" " " 1,131	\$ 52		

Witness to Signature of Purchaser.

Acting Director of Public Works.

Witness to Signature of Acting Director of Public Works.