

GOVERNMENT NOTIFICATION.—No. 475.

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 16th 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, 30th August, 1901.

Particulars and Conditions of the letting by Public Auction Sale, to be held on Monday, the 16th day of September, 1901, at 3 p.m., at the Offices of the Public Works Department, by Order of His Excellency the Governor, of One Lot of Crown Land, at Tsat Tsz Mui, 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 LOT.

No. of Sale.	Registry No.	LOCALITY.	Boundary Measurements.				Contents in Squareft.	Annual Rent.	Upset Price.
			N.	S.	E.	W.			
	Inland Lot No. 1,393.	Tsat Tsz Mui,.....	feet.	feet.	feet.	feet.		\$	\$
1			435	435	120	120	52,200	420	10,440

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 of the Lot 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 into the Colonial Treasury, on behalf of His Majesty the KING, the sum of \$25 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 His Majesty the KING, a Fee of \$15 upon the execution of the Crown Lease thereof.
6. The Purchaser of the 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 \$10,000 in rateable improvements.
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 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 Lot sold shall be given to the Purchaser, and deemed to have been taken by him, on the day of sale.

SPECIAL CONDITIONS.

1. Any Squatters interfered with to be compensated in accordance with terms arranged by the Director of Public Works.

2. The boundaries of the Lot to be determined by the Director of Public Works, and the Lot to be formed to such levels as he may direct.

3. Should any domestic buildings be erected on the Lot, the plan and arrangements of them to be subject to the approval of the Sanitary Board; and, if tenement houses are erected, the laying out of the Lot to be subject to the approval of the Director of Public Works, and public lanes, 15'0" in width, along the rear of such houses, to revert unconditionally to Government.

4. The Crown Lease to contain a proviso that the Purchasers or their Assigns, shall have no claim to any access to the sea, nor to any compensation, in the event of any reclamation being made on the seaward side of the Lot, and a clause reserving to the Government the power to reclaim the foreshore, whenever it thinks fit and without consulting the Purchasers or their Assigns.

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	Inland Lot No. 1,393.	\$420		

Witness to Signature of Purchaser.

Acting Director of Public Works.

Witness to Signature of Acting Director of Public Works.

GOVERNMENT NOTIFICATION.—No. 476.

Tenders will be received at this Office until Noon of Monday, the 16th September, 1901, for the erection of two Public Urinals, one on the Praya opposite Marine Lot No. 22, and one on the Praya opposite Marine Lot No. 37.

No work will be permitted on Sundays.

For form of tender, specification and further particulars apply at the Public Works Office.

The Government does not bind itself to accept the lowest or any tender.

By Command,

J. H. STEWART LOCKHART,
Colonial Secretary.

Colonial Secretary's Office, Hongkong, 30th August, 1901.