

## GOVERNMENT NOTIFICATION.—No. 653.

The following Description and Terms of the proposed leases of certain Crown Land near To Kwa Wan comprising portions of the foreshore and sea bed are published under the provisions of the Foreshores and Sea Bed Ordinance, 1901.

By Command,

J. H. STEWART LOCKHART,  
Colonial Secretary.

Colonial Secretary's Office, Hongkong, 2nd November, 1901.

## DESCRIPTION OF THE LOTS PROPOSED TO BE LEASED.

No. of Sale.	Registry No.	LOCALITY.	Boundary Measurements.				Contents in Square ft.	Annual Rent.	Upset Price.
			N.	S.	E.	W.			
1	Kowloon Marine Lots No. 72	To Kwa Wan Kowloon, .....	Public Road 190	Public Road 190	Waters of the Harbour 150	Public Lane adjoining K.L. 722 150	28,500	\$ 164	} 14,740
	„ 73	„ „ .....	Crown Land 338	Public Road 350	Waters of the Harbour 160	Public Road to To Kwa Wan 246	69,763	400	

## PROPOSED TERMS OF THE SALE AND CROWN LEASES.

1. The two Lots will be put up and sold together. 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 of the Lots 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 by him.

4. The Purchaser of the Lots shall also pay into the Colonial Treasury, on behalf of His Majesty the KING, the sum of \$50 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 \$30 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 twenty-four calendar months from the day of sale, in a good, substantial and workmanlike manner, one or more good and permanent messuage, tenement, or godown upon some part of each 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 on each Lot.

7. Each Lot and the roads adjoining it as shown on the plan deposited in the office of the Director of Public Works is to be reclaimed by the Purchaser to such levels as the Director of Public Works may direct and the entire area to be protected by substantial sea walls or otherwise to his satisfaction.

8. The Purchaser of the Lots is to construct stormwater culverts or nullahs along the South side of each Lot to the satisfaction of the Director of Public Works.

9. The Purchaser of the Lots 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 term of 75 years hereinbefore mentioned.

10. 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, a lease from the Crown of the land comprised in each 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 each 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; each lease shall also specify the purposes for which the land is leased (*i.e.*, for the purpose of reclamation, building dwelling houses, factories, &c., godowns for the storing of coal or other goods and other similar purposes) and shall contain a proviso that in the event of the lessee, his executors, administrators and assigns or successors (as the case may be) failing, at any time during the continuance of the term of the said

lease, to use the demised land for the purposes so specified as aforesaid, without previous licence or consent of His Majesty His Heirs, Successors or Assigns signified in writing by the Governor, then it shall be lawful for His Majesty, His Heirs, Successors or Assigns, by the Governor or by any officer authorized by him in writing, to re-enter on such land, foreshore, and sea bed or any portion thereof in the name of the whole, and thereupon the same shall be forfeited to and vest in the Crown; each Lease shall also contain such further covenants and provisos as shall be approved by the Governor in Council with regard to the construction and use of any works to be made and done upon the said land and as to the time within which such works shall be commenced and completed, and shall also contain in particular a reservation to the Crown of all mines and minerals under the demised lands. Each Lease shall also contain a proviso that the lessee is to have the option of renewing the Lease for one further term of 75 years at a Crown Rent to be fixed by the Surveyor of His Majesty the King.

11. Should the Purchaser of the Lots 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.

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

*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 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 No. 72	\$164		
	" " " 73	\$400		

*Witness to Signature of Purchaser.*

*Acting Director of Public Works.*

*Witness to Signature of Acting Director of Public Works.*

GOVERNMENT NOTIFICATION.—No. 654.

Notice is hereby given under Section 3 of the Foreshores and Sea Bed Ordinance, 1901, that all persons having any objections to the granting of the Leases as above described must send in particulars of their objections in writing to the Colonial Secretary before the expiration of a period of three months from the 2nd day of November, 1901, and all such objections will be considered by the Governor in Council.

And notice is also given that if after the expiration of such period of three months the Governor in Council shall declare it to be expedient to grant Leases of the said Lots, the said proposed sale will be proceeded with, and that the Crown Lease of each Lot sold shall be deemed to demise to the lessee the foreshore or sea bed included in such lease free and discharged from all rights, privileges, profits-à-prendre, and easements, whether public or private, which may have existed or may be claimed in or over such foreshore and sea bed, so far as is necessary for carrying out the purposes for which the land is leased.

By Command,

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

Colonial Secretary's Office, Hongkong, 2nd November, 1901.