

GOVERNMENT NOTIFICATION.—No. 709.

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 9th day of December, 1901, at 3 p.m., are published for general information.

By Command,

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

Colonial Secretary's Office, Hongkong, 23rd November, 1901.

Particulars and Conditions of the letting by Public Auction Sale, to be held on Monday, the 9th day of December, 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, 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 Square ft.	Annual Rent.	Upset Price.
			N.	S.	E.	W.			
1	Rural Building Lot No. 110.	Deep Water Bay, .....	feet.	feet.	feet.	feet.		\$	\$
			150'	150'	150'	150'	22,500	52	1,125

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 twelve calendar months from the day of sale, in a good, substantial and workmanlike manner, one or more good and permanent message 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 \$3,000 in rateable improvements.
7. The Purchaser of the Lot shall pay into the Colonial 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 Rural Building 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.

*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	Rural Building Lot No. 110.	\$52		

*Witness to Signature of Purchaser.*

*Director of Public Works.*

*Witness to Signature of Director of Public Works.*

GOVERNMENT NOTIFICATION.—No. 710.

The following is published.

By Command,

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

Colonial Secretary's Office, Hongkong, 20th November, 1901.

*Government of China.*

SAMSHUI DISTRICT.

LOCAL NOTICE TO MARINERS.

No. 5.

A sandbank has formed in the West River between Si In Kau and Outer Point. Ample water channels lie on either side keeping close to the North and South banks. The sandbank is marked by a sampan made fast to a white painted spar buoy and bearing a red light on a bamboo pole between sunset and sunrise, and a red flag similarly between sunrise and sunset. In the event of strong Northerly winds the sampan will probably have to remove elsewhere and the spar-buoy will alone remain in position. At present there are 4 feet of water on sandbank. The "Bar" between the Summer and Winter Anchorage gives 2 feet more water than is on this sandbank.

A. MORRISON,  
*Assistant Examiner.*

Approved:  
ERNEST ALABASTER,  
*Assistant-in-Charge.*

CUSTOM HOUSE.  
SAMSHUI, 27th OCTOBER, 1901.