

GOVERNMENT NOTIFICATION.—No. 185.

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 7th day of April, 1902, at 3 p.m., are published for general information.

By Command,

J. H. STEWART LOCKHART,
Colonial Secretary.

Colonial Secretary's Office, Hongkong, 22nd March, 1902.

Particulars and Conditions of the letting by Public Auction Sale, to be held on Monday, the 7th day of April, 1902, at 3 p.m., at the Offices of the Public Works Department, by order of His Excellency the Officer Administering the Government, of Two Lots of Crown Land at To Kwa Wan, 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.	Boundaries & 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 ft.	Public Road 190 ft.	Waters of the Harbour 150 ft.	Public Lane adjoining K.L.L. 722 150 ft.	28,500	\$ 164	} 14,740
	" 73	" "	Crown Land 338 ft.	Public Road 350 ft.	Waters of the Harbour 160 ft.	Public Road to To Kwa Wan 246 ft.	69,763	400	

CONDITIONS OF SALE.

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. 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.

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, 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 24th day of June and the 25th day of December 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, or 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 the 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 the land, foreshore, and sea bed included in and demised by such lease or on 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 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.

9. 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.

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.

11. In the event of the Purchaser assigning the benefit of the underwritten agreement, the assignee shall be bound by the foregoing and following conditions of sale, and all powers and remedies shall be enforceable against him to the same extent as if such assignee were the original Purchaser.

SPECIAL CONDITIONS.

1. The Purchaser shall reclaim the whole area of both Lots to such levels as may be approved by, and generally to the satisfaction of the Director of Public Works, and shall protect the reclaimed area in a substantial manner to the satisfaction of the Director of Public Works; the Purchaser will be permitted to remove earth from Crown Land for the purposes of the reclamation of the Lots and roads adjoining, subject to the written approval and permission of the Director of Public Works.

2. The exact boundaries of the Lots to be defined by the Director of Public Works.

3. The Purchaser shall form a road, 60 feet wide, between the two Lots, a road 40 feet wide along the southern boundary, and a road 20 feet wide along the western boundary of Kowloon Marine Lot No. 72, all to such levels as may be approved by and generally to the satisfaction of the Director of Public Works.

4. The Purchaser shall construct storm-water Culverts or Nullahs along the South side of each Lot to the satisfaction of the Director of Public Works.

5. The Purchaser shall protect the whole of the East boundary of both Lots and Roads by a substantial sea-wall or otherwise to the satisfaction of the Director of Public Works.

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

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.

Director of Public Works.

Witness to Signature of Director of Public Works.