

GOVERNMENT NOTIFICATION.—No. 637.

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 3rd day of November, 1902, at 3 p.m., are published for general information.

By Command,

F. H. MAY,  
Colonial Secretary.

Colonial Secretary's Office, Hongkong, 15th October, 1902.

Particulars and Conditions of the letting by Public Auction Sale, to be held on Monday, the 3rd day of November, 1902, 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 Tsim Sha Tsui Point, 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 Marine Lots No. 74.	Tsim Sha Tsui Point, .....	Public Road. 383'	Public Road. 378'	Public Road. 285'	Public Road. 298'	110,670	\$ 1,651	\$ 232,800
		" " " .....	Public Road. 908'	Public Road. 1,164'	Public Road. 232'	Public Road. 281'		271,852	
	Kowloon Island Lots No. 1140	Tsim Sha Tsui Point, .....	Public Road. 300'	Public Road. 300'	Public Road. 303'	Public Road. 275'	86,094	1,285	
		" " " .....	Public Road. 203'	Public Road. 220'	I.L. 448. 287'	Public Road. 298'	61,336	915	

CONDITIONS OF SALE.

1. The four 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 \$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 six years 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 \$300,000 in rateable improvements on the Lots.

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 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.

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 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 Leases shall be subject to, and contain, all Exceptions, Reservations, Covenants, Clauses, and Conditions usually inserted in Crown Leases of Marine and Inland Lots in the Colony of Hongkong; each Lease shall further specify the purposes for which the land is leased (*i.e.*, whether for the purpose of reclamation, or for the purpose of building dwelling houses, factories, or godowns for storing coal, or other goods, or whether for any other purpose) 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 or Successors, signified in writing by the Governor, then it shall be lawful for His Majesty, His Heirs or Successors, 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 mine 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 to build to the satisfaction of the Director of Public Works a Sea Wall similar to the adjoining Praya Wall now existing to the Westward of the Lots proposed to be sold and to reclaim to such levels as he may direct the whole area of the lots and public roads shewn and tinted yellow on the plan, signed by the Director of Public Works and dated the 24th day of April, 1902, within three years from the date of sale. The Sea Wall and roads shewn on the said plan to become the property of the Government on their completion. The roads to be kerbed, channelled and surfaced by the Government.

2. The Purchaser to extend at his own expense all drains and sewers to the outer face of the Sea Wall in such manner and with such materials as the Director of Public Works may direct.

3. In the event of dwelling houses being erected on the lots or any portion of them, the laying out of the lots to be subject to the approval of the Director of Public Works. All such houses to have back-lanes of at least 15 feet in width and open at both ends unless permission be granted by the Director of Public Works, on the recommendation of the Sanitary Board, to modify or dispense with such back-lanes.

4. Any dwelling houses erected on any of the Lots to be built in accordance with the plan shewing 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. The provision of back-yards will be dispensed with in the event of houses being erected in accordance with the plan first specified.

5. The Purchaser at his own expense to cut away the hill to form Middle Road in the rear of Kowloon Inland Lots Nos. 442 and 618 to such lines and levels as the Director of Public Works may direct.

6. Permission will be granted to the Purchaser to obtain any further earth required for forming the reclamation from Crown Land at points approved by the Director of Public Works. He will also be permitted to remove any stone met with at such points.

7. No interference to be caused with the access for vessels to Messrs. BLACKHEAD & COMPANY'S Wharf.

8. The actual areas of the lots to be ascertained upon completion of the Reclamation and the premium and Crown Rent to be then adjusted in proportion to the areas and amounts stated in the conditions of sale. Subject to such re-adjustment of Crown Rent and premium, the Government reserves to itself the right to increase the width of the extension of Salisbury Road to not more than 100 feet by deducting whatever area is required for that purpose from the southern portions of the two Inland Lots together with such area from the northern portion of Marine Lot 74 as is cut off by a line drawn from the north-east angle of the said lot to a point on the western boundary of and 50 feet distant from the north-west angle of Marine Lot 3.

*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.

Number of Sale.	Registry Number.	Annual Rental.	Amount of Premium at which Purchased.	Signature of Purchaser.
1	Kowloon Marine Lot 74	\$1,651		
	" " " 75	\$4,057		
	Kowloon Inland Lot 1140	\$1,285		
	" " " 1141	\$ 915		

*Witness to Signature of Purchaser.*

*Director of Public Works.*

*Witness to Signature of Director of Public Works.*

GOVERNMENT NOTIFICATION.—No. 638.

The following Statement of Quarantine Restrictions is published.

By Command,

F. H. MAY,  
*Colonial Secretary.*

Colonial Secretary's Office, Hongkong, 17th October, 1902.

STATEMENT OF QUARANTINE RESTRICTIONS IN FORCE ON 17TH OCTOBER, 1902.

Disease.	Port or Place.	Restrictions in Force.	Authority.
Scarlet Fever, Diphtheria and Cholera. Cholera.	Shanghai.	Medical examination; quarantine at the discretion of the Health Officer.	Proclamation No. 1 dated 22nd March, 1902.
	Manila.	Do. do. do.	Proclamation No. 2 dated 7th April, 1902.