

No. 189.

GOVERNMENT NOTIFICATION.

The following Particulars and Conditions of Sale of Crown Land by Public Auction, to be held on the spot, on Monday, the 14th day of October, 1878, at 4 P.M., are published for general information.

By Command,

C. MAY,
Acting Colonial Secretary.

Colonial Secretary's Office, Hongkong, 27th September, 1878.

Particulars and Conditions of the letting by Public Auction Sale, to be held on Monday, the 14th day of October, 1878, at 4 P.M., by Order of His Excellency the Governor, of Three Lots of Crown Land, in the Colony of Hongkong, for a term of 999 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.			
	Marine Lot,		feet.	feet.	feet.	feet.		\$	\$
1	No. 266.	Lap-Sap Wán,	100.0	100.0	200.0	200.0	20,000	264.43	2,000.00
2	No. 267.	Do.,	100.0	100.0	200.0	200.0	20,000	264.43	2,000.00
3	No. 268.	Do.,	100.0	100.0	200.0	200.0	20,000	264.43	2,000.00

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 in dispute shall be put up again at a former bidding.
2. No person shall at any bidding advance less than \$25.
3. Immediately after the fall of the hammer, the Purchaser shall sign the Memorandum of Agreement hereinafter contained for completing the purchase according to these Conditions, and shall within Three Days after the sale pay into the Colonial Treasury a deposit of one half of the amount of Premium at which the Lot has been knocked down, and within one calendar month from the day of sale shall pay the remaining half of the said premium.
4. The Purchaser shall be entitled to and shall execute on demand a Lease from the Crown of the Piece or Parcel of Ground comprised in such Lot, for 999 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 such 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.
5. The Purchaser, of each Lot shall pay to the Surveyor General on behalf of Her Majesty The QUEEN, a Fee of \$5 upon the execution of the Crown Lease thereof.
6. 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 Her 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 Her 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 Her Majesty, and the deficiency, if any, and all Costs and Expenses shall be made good by the defaulter and be recoverable as liquidated damages.
7. 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 OF SALE.

1. The Crown Lessee shall, within six calendar months from the date of the Crown Lease, construct an Embankment and a temporary inexpensive Sea-wall 50 feet from and co-extensive with the front of his Marine Lot, in strict accordance with the constructional details contained in the Conditions and Drawing attached to the Sale Plan, which is now on view at the Surveyor General's Office.
2. All damages to the temporary Sea-wall and Roadway caused by rains, or the sea, shall be forthwith made good, at his own expense, by the Crown Lessee, failing which, such repairs shall be carried out by the Colonial Government, at the sole cost of the Lessee, and such cost shall be recoverable under Summary Jurisdiction.
3. Upon the expiration of five years from the date of the Crown Lease, the temporary Sea-wall shall be removed down to the foundations, and in lieu thereof a substantial and permanent Wall shall be built along the same site by the Colonial Government at the sole cost of the Crown Lessee, always provided such cost does not exceed the prices given in the Official Schedule of Prices in force at that

time in the Public Works Department. The constructional details of the permanent Sea-wall and Roadway shall be in strict accord with the aforesaid Conditions and Drawing attached to the Sale Plan, which is now on view at the Surveyor General's Office.

4. Upon the completion of the permanent Sea-wall and Roadway, their maintenance and repair shall devolve upon the Colonial Government, and the Crown Lessee shall be entirely freed from any charge in respect of the up-keep of the said Roadway and Wall.

MEMORANDUM OF AGREEMENT BY THE PURCHASER.

Memorandum that 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 Lot.	Registry Number and Description of Lot Purchased.	Annual Rental.	Amount of Premium at which Purchased.	Signature of Purchaser.

No. 190.

GOVERNMENT NOTIFICATION.

The following Notice to Mariners is published for general information.

By Command,

Colonial Secretary's Office, Hongkong, 28th September, 1878.

C. MAY,
Acting Colonial Secretary.

Government of India.

DEPARTMENT OF REVENUE, AGRICULTURE, AND CO

NOTICE TO MARINERS.

[No. 21.]

PERSIAN GULF.

Additional Information concerning the reported Shoal, N. N. E. of Bahrain.

With reference to Notice to Mariners, No. 19, issued from this Department on the 18th July 1878, the following additional information has been received through the Bombay Government:—

The Master of the British Barque *Oribe* describes this shoal as being about a quarter of a mile in extent, and lying in a north and south direction; the southern end, about 30 yards in diameter, being the shallowest part, and appeared to be nearly awash. The water over the patch is described as being "thick and muddy, with a light curling ripple."

At the time of passing the shoal, *Jebel Direng* bore N.-E. nearly.

By Direction of the Government of India,

A. DUNDAS TAYLOR, *Comdr. (late I. N.),*
Superintendent, Marine Survey of India.

MARINE SURVEY DEPARTMENT, CALCUTTA, 27th August 1878.

This Notice affects the following Admiralty Charts:—Persian Gulf, No. 2837b; Indian Ocean, Sheet 2, northern portion, No. 748b; also, Admiralty Persian Gulf Pilot, page 125; and Taylor's Sailing Directory, Vol. 1, page 249.

If this Notice is received on boardship, the substance of it should be inserted on the Charts affected by it, and introduced into the Sailing Directions to which it relates.

No. 168.

GOVERNMENT NOTIFICATION.

Tenders will be received at this Office, until Noon of the 30th September, for taking down and rebuilding the four sections of the Sea Wall in front of the Praya, situated between Marine Lot 63, Bonham Strand, and Wardley Street. The work will be divided into four contracts, and separate tenders received for each section.

The Specifications and Drawings can be seen on application at the Surveyor General's Office, where also a proper Form of Tender may be obtained.

The Government will not bind itself to accept the lowest or any Tender.

By Command,

J. M. PRICE,
Acting Colonial Secretary.

Colonial Secretary's Office, Hongkong, 31st August, 1878.