

LAND REGISTRY OFFICE.

No. 57.—It is hereby notified that, until further notice and unless otherwise stated, the following General Conditions of Sale will be applicable to all sales of Crown land for building in the New Territories (exclusive of New Kowloon) in the same manner as if the said General Conditions were included in the published Particulars and Conditions of Sale in each case. Special Conditions of Sale will be separately set forth:—

General 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 for any Lot, such Lot shall be put up again at a former bidding.

2. No person shall at any bidding advance less than one dollar.

3. Immediately after the fall of the hammer, the Purchaser of each 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 to the Assistant Land Officer the full amount of Premium at which the Lot shall have been purchased.

4. The Purchaser of each Lot shall also have Boundary Stones of a size and pattern to be approved by the Assistant Land Officer, marked with the Registry Number, placed at each angle of the Lot within one month of the date of sale.

5. The Purchaser of each Lot shall build and finish, fit for occupation, before the expiration of _____ calendar months from the day of sale, in a good, substantial and workmanlike manner, one or more good and permanent messuage 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 all other respects to the satisfaction of the Director of Public Works and shall expend thereon a sum of not less than \$ _____ in rateable improvements.

6. No sewage or refuse water will be allowed to flow from any Lot on to any of the adjoining lands whether belonging to the Crown or to private persons; neither shall any decaying, noisome, noxious, excrementitious, or other refuse matter be deposited on any portion of any Lot, and in carrying out any works of excavation on any Lot no excavated earth shall be deposited on such Lot or on Crown land adjoining in such manner as shall expose the slopes of such excavated earth to be eroded and washed down by the rains. The Purchaser of each Lot shall see that all refuse matters are properly removed daily from off the premises.

7. The Purchaser of each Lot shall pay to the Assistant Land Officer a proportionate part of the annual rental specified in the particulars of sale of such Lot on the 1st day of July next, and thereafter shall pay such annual rental by equal yearly payments on the 1st day of July 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 each 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 1st day of July in every year, as is specified in the Particulars of Sale of such Lot and such Crown Lease shall be subject to, and contain, all Exceptions, Reservations, Covenants, Clauses, and Conditions usually inserted in Crown Leases of Building Lots in the New Territories of Hongkong.

9. Should the Purchaser of any Lot neglect, or fail to comply with any of the General or Special Conditions of Sale of such Lot 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 original 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 each Lot sold shall be given to the Purchaser thereof, and deemed to have been taken by him, on the day of sale.

11. No verandah shall be constructed so as to project over Crown Land.

12. No house shall be more than two stories in height.

13. In the event of the Purchaser of any Lot assigning the benefit of the agreement signed by him under General Condition 3 the assignee shall be bound by all the General and Special 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.

Assistant Land Officer.

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 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 General and Special Conditions of the Sale of such Lot, and on his part to perform and abide by the said Conditions.

Survey District No.	Annual Rental.	Amount of Premium at which Purchased.	Signature of Purchaser.
Lot No.	\$	\$	

Witness to Signature of Purchaser.

Assistant Land Officer.

Witness to Signature of Assistant Land Officer.

G. H. WAKEMAN,
Land Officer.

19th January, 1906.