

PUBLIC WORKS DEPARTMENT.

No. 815.—The following description and terms of the proposed lease of certain Crown Land at Sham Shui Po, comprising portions of the foreshore and sea bed, are published under the provisions of The Foreshores and Sea Bed Ordinance, 1901.

W. CHATHAM,
Director of Public Works.

20th September, 1906.

DESCRIPTION OF THE LOT PROPOSED TO BE LEASED.

No. of Sale.	Registry No.	LOCALITY.	Boundary Measurements.				Contents in Sq. ft.	Annual Rent.	Upset Price.
			N.E.	S.W.	S.E.	N.W.			
1	{ New Kowloon Inland Lot No. 26. }	Sham Shui Po.	150	150	150	150	22,500	194	2,250
2	{ New Kowloon Inland Lot No. 27. }	Do.	87	87	130	130	11,310	98	1,696

PROPOSED TERMS OF THE SALE AND CROWN LEASE.

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 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 into the Colonial Treasury the full amount of Premium at which the Lot shall have been purchased by him.
4. The Purchaser of each 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 each Lot shall pay to the Land Officer, on behalf of His Majesty the KING, a Fee of \$30 upon the execution of the Crown Lease thereof.
6. The Purchaser of each Lot shall expend thereon a sum of not less than 25 cents per square foot, in rateable improvements, within 36 calendar months of the date of sale.
7. No sewage or refuse water will be allowed to flow from the 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 the Lot. The Purchaser shall see that all refuse matters are properly removed daily from off the premises.
8. The Purchaser of each 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.
9. 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 land comprised in such Lot for 75 years, to be computed from the 1st July, 1898, 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 the Crown Lease shall be subject to, and contain, all Exceptions, Reservations, Covenants, Clauses and Conditions usually inserted in the Crown Leases of Inland Lots in the Colony of Hongkong; the Lease shall also specify

the purposes for which the land is leased (*i.e.*, whether for the purpose of reclamation, building dwelling houses, factories, or godowns for the storing of 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, 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; the Lease shall also contain in particular a reservation to the Crown of all mines and minerals under the demised lands. The Lease shall also contain a proviso that the lessee is to have the option of renewing the Lease for one further term of 21 years less three days at a Crown Rent to be fixed by the Surveyor of His Majesty the KING.

10. Should the Purchaser of either Lot 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.

11. Possession of the Lot sold shall be given to the Purchaser, and deemed to have been taken by him, on the day of sale.

12. 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 of each Lot shall reclaim the whole area of the Lot and half the width of the adjoining roads to such levels as may be approved by the Director of Public Works and shall protect the reclaimed area with substantial sea wall or otherwise to the satisfaction of the Director of Public Works, the work to be done within two years of the date of sale of the Lot.

2. The Purchaser will, subject to the written approval of the Director of Public Works, be permitted to remove earth from Crown Land in the vicinity for the purpose of reclamation of the Lot.

3. The Crown Lease of each Lot to contain a proviso that the Purchaser or his assigns shall have no claim to any access to the sea nor any compensation in the event of any reclamation being made on the seaward side of the lot, and a clause reserving to Government the power to reclaim the foreshore whenever it thinks fit without consulting the Purchaser or his Assigns.

4. The actual area of the Lot to be determined before the issue of the Crown Lease and Premium and Crown Rent adjusted in proportion to the areas and according to the amounts at which the Lot was sold.

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 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	New Kowloon Inland Lot No. 26.	\$194		
2	Do. No. 27.	\$ 98		

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Witness to Signature of Purchaser.

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Director of Public Works

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Witness to Signature of Director of Public Works.

PUBLIC WORKS DEPARTMENT.

No. 816.—Notice is hereby given under Section 3 of The Foreshores and Sea Bed Ordinance, 1901, that all persons having any objections to the granting of the Lease as above described must send in particulars of their objections in writing to the Colonial Secretary before the expiration of a period of one month from the 20th day of September, 1906, and all such objections will be considered by the Governor-in-Council.

And notice is also given that if after the expiration of such period of one month the Governor-in-Council shall declare it to be expedient to grant a Lease of the said Lot, the said proposed sale will be proceeded with, and that the Crown Lease of the Lot shall be deemed to demise to the lessee the foreshore or sea bed included in such Lease free and discharged from all rights, privileges, profits-à-prendre, and easements, whether public or private, which may have existed or may be claimed in or over such foreshore and sea bed, so far as is necessary for carrying out the purposes for which the land is leased.

W. CHATHAM,
Director of Public Works.

20th September, 1906.