

## PUBLIC WORKS DEPARTMENT.

**No. 902.**—Particulars and Conditions of the letting by Public Auction Sale, to be held on Monday, the 5th day of November, 1906, at 3 p.m., at the Offices of the Public Works Department, by Order of His Excellency the Governor of One Lot of Crown Land at North Point 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 LOT.

| No. of Sale. | Registry No.        | LOCALITY.    | Boundary Measurements. |       |       |       | Contents in Sq. ft. | Annual Rent. | Upset Price. |
|--------------|---------------------|--------------|------------------------|-------|-------|-------|---------------------|--------------|--------------|
|              |                     |              | N. W.                  | S. E. | N. E. | S. W. |                     |              |              |
|              |                     |              | feet.                  | feet. | feet. | feet. |                     | \$           | \$           |
| 1            | Marine Lot No. 298. | North Point. | 150.4"                 | 150   | 328   | 338   | 49,950              | 688          | 17,482       |

## 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 shall be put up again at a former bidding.

2. No person shall at any bidding advance less than \$200.

3. Immediately after the fall of the hammer, the Purchaser of the 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 the 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 the 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 the Lot shall expend thereon a sum of not less than \$20,000 in rateable improvements, within 48 months of the date of sale.

7. The Purchaser of the Lot 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 Lot shall be entitled to, and shall execute, on demand, a Lease from the Crown of the land comprised in the 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 the Crown Lease shall be subject to, and contain, all Exceptions, Reservations, Covenants, Clauses, and Conditions usually inserted in the Crown Leases of Marine 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 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; 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 75 years at a Crown Rent to be fixed by the Surveyor of His Majesty the KING.

9. Should the Purchaser of the 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.

10. Possession of the Lot 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 fill in and reclaim the whole area of the Lot and the area coloured green on the sale plan to such levels as the Director of Public Works may approve and to protect the same on the North-West and North-East sides by substantial Sea Walls or otherwise as that Officer may approve. The work to be completed within Two years of the date of sale and the area tinted green to be handed over to Government within the said period.

2. The Purchaser to make provision for the erection of a post with such stays, &c., as may be required on the North-Eastern boundary of the Lot at a point to be determined by the Director of Public Works for the marking of the Cable Reserve. A right-of-way to be reserved to Government for access to the post for the purpose of attending to the light to be displayed at night. No obstruction to be caused to the view of the present post until the new post has been fixed.

3. Any rights as regards Marine frontage shall extend only to the North-West frontage of the Lot, which measures 150' 4" in length.

4. Permission will be given to the Purchaser to obtain from Crown Land in the vicinity of the Lot, at points approved by the Director of Public Works, the earth required for filling in the areas to be reclaimed. The Purchaser will be required to remove any boulders met with in excavating the earth and must trim off and leave the area in a tidy condition on the completion of his operations.

5. The actual area of the Lot to be ascertained upon completion of the reclamation and the Premium and Crown Rent to be then adjusted in accordance with the rates 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            | Marine Lot No. 293. | \$688          |                                       |                         |

\_\_\_\_\_  
*Witness to Signature of Purchaser.*

\_\_\_\_\_  
*Director of Public Works.*

\_\_\_\_\_  
*Witness to Signature of Director of Public Works.*

W. CHATHAM,  
*Director of Public Works.*

26th October, 1906.

## PUBLIC WORKS DEPARTMENT.

**No. 903.**—Particulars and Conditions of the letting by Public Auction Sale, to be held on Monday, the 5th day of November, 1906, at 3 p.m., at the Offices of the Public Works Department, by Order of His Excellency the Governor of Two Lots of Crown Land at Sham Shui Po, New Kowloon in the New Territory of Hongkong, for a term of 75 years commencing from the 1st day of July, 1898, 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 21 years less 3 days.

## PARTICULARS OF THE LOT.

| 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<br>Inland Lot No. 26. } | Sham Shui Po. | feet.<br>150           | feet.<br>150 | feet.<br>150 | feet.<br>150 | 22,500              | \$<br>194    | \$<br>2,250  |
| 2            | { New Kowloon<br>Inland Lot No. 27. } | Do.           | 87                     | 87           | 130          | 130          | 11,310              | 98           | 1,696        |