

PUBLIC WORKS DEPARTMENT.

No. 963.—The following description and terms of the proposed lease of certain Crown Land at Shaukiwan, 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.

8th November, 1906.

DESCRIPTION OF THE LOTS 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	Shaukiwan Marine Lot No. 2	Shaukiwan West.	feet.	feet.	feet.	feet.		\$	\$	
	" " " 3		70	70	308	308	21,560	174		
	" " " 4		70	70	308	308	21,560	174		
	" " " 5		70	70	308	308	21,560	174		
	" " " 6		70	70	308	308	21,560	174		
	" " " 7		70	70	308	308	21,560	174		
	" " " 8		70	70	308	308	21,560	174		
	" " " 9		70	70	308	308	21,560	174		
	" " " 10		70	70	308	308	21,560	174		
			Inland Lot 408	"	s.w. feet. 136	N.W. feet. 297	N. feet. 326.8"	20,196		162

PROPOSED TERMS OF THE SALE AND CROWN LEASES.

1. 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 \$200.
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 \$250 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 each Lot.
5. The Purchaser of the Lots shall pay to the Land Officer, on behalf of His Majesty the KING, a Fee of \$30 upon the execution of each of the Crown Leases thereof.
6. The Purchaser of the Lots shall reclaim the entire area of each Lot and shall build and finish, fit for occupation, before the expiration of four years 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 other respects in accordance with the conditions of all Building Ordinances now in force in the Colony which are applicable, and shall expend thereon a sum of not less than \$100,000 in rateable improvements. The reclaimed area to be protected in a substantial manner to the satisfaction of the Director of Public Works.
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 each Crown Lease of Marine and Inland Lots shall be subject to, and contain, all Exceptions, Reservations, Covenants, Clauses, and Conditions usually inserted in the Crown Leases of Marine or Inland Lots respectively in the Colony of Hongkong; each 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. 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 entire area of each Lot and the Public Roads adjoining shown coloured brown on the sale plan to be filled in by the Purchaser of the Lots to such levels as the Director of Public Works may approve. The Purchaser of the Lots to construct a sea wall along the Eastern boundary of the reclaimed area and a wall to form the side wall of a nullah along the Southern boundary thereof. All the works to be done to the satisfaction of the Director of Public Works and to be completed within 24 calendar months of the date of sale of the Lots. The roads to be handed over to the Government within that period.

2. The Purchaser of the Lots to cut away the hill to the West of the Lots to such an extent as to provide for the diversion and widening of the Public Road between the points marked X and Y on the sale plan and for its formation to the levels shown thereon. The work to be executed to the satisfaction of the Director of Public Works.

3. No interference to be caused with the existing Public Road until the new road has been formed and the electric tramway has been laid in it and all rails, standards, etc., have been removed from the existing road.

4. The road adjoining Shaukiwan Marine Lot No. 1 on the South side to be widened by the Purchaser of the Lots to 75 feet.

5. The Purchaser of the Lots to make provision to the satisfaction of the Director of Public Works for any drainage that may be interfered with by the reclamation and the diversion of the road specified in Special Condition No. 2 and to construct such channels, drains or nullahs as that Officer may require. Any such nullahs, drains, etc., to be constructed in the Public Roads.

6. All roads shall be surfaced and channelled by the Government.

7. Access to the sea to extend only to the Eastern boundary of the respective Lots.

8. No interference to be caused with any outlets from quarries until some other suitable outlet has been provided to the satisfaction of the Director of Public Works.

9. The Purchaser of the Lots must acquire and hand over to Government, free of cost, that portion of Q. B. Marine Lot No. 2 shown coloured green on the sale plan. An equivalent area of land within the boundaries of the lots referred to in these conditions shall be granted free of premium.

10. The exact boundaries of the Lots to be determined by the Director of Public Works before the issue of the Crown Leases and Premium and Crown Rents to be then adjusted in accordance with the areas and rates at which the Lots were purchased.

*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.

No. of Sale.	Registry Number.	Annual Rental.	Amount of Premium at which Purchased.	Signature of Purchaser.
1	Shau-ki-wan Marine Lot No. 2.	\$174		
	" " " 3.	174		
	" " " 4.	174		
	" " " 5.	174		
	" " " 6.	174		
	" " " 7.	174		
	" " " 8.	174		
	" " " 9.	174		
	" " " 10.	174		
	" Inland " 408.	162		

*Witness to Signature of Purchaser.*

*Director of Public Works.*

*Witness to Signature of Director of Public Works.*

PUBLIC WORKS DEPARTMENT.

No. 964.—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 Leases 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 8th day of November, 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 Leases of said Lots, the said proposed sale will be proceeded with, and that the Crown Leases of the Lots 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.*

8th November, 1906.