

APPENDIX 4

RECORDS ON BUILDING ENTITLEMENT

No. S. 102.—Statement of Sanitary Measures adopted by Hongkong.

Disease.	Port or Place.	Restrictions in Force.	Authority.
Cholera.	Bangkok.	Medical examination; quarantine at the discretion of the Health Officer.	Proclamation No. 1 dated 6th May, 1910.

A. M. THOMSON,
Colonial Secretary.

10th June, 1910.

TREASURY.

No. S. 103.—Owners of property are reminded that Crown Rent for the First Half-year of 1910 is payable at the Treasury on or before the 24th instant.

C. McI. MESSER,
Treasurer.

7th June, 1910.

LAND REGISTRY OFFICE.

No. S. 104.—It is hereby notified that the following Sales of Crown Land by Public Auction will be held at the District Land Office, Tai Po, at 10 a.m., on Saturday, the 18th day of June, 1910.

The Lots are sold for the term of Seventy-five years from the 1st day of July, 1898, with the right of renewal for a further term of 24 years less 3 days at a re-assessed Crown Rent, Lots Nos. 1248 and 1249 as Building Lots, Lot No. 1250 as a Threshing Floor, and Lots Nos. 1394, 1682, 1689, 1694, 1695, 1719 and 1741 as Agricultural Lots, subject to the General Conditions of Sale published in Government Notification No. 365 of 1906. Lot No. 1250 is further subject to special condition No. 1 and Lots Nos. 1394, 1682, 1689, 1694, 1695, 1719 and 1741 to special conditions Nos. 1, 2, 3 and 4 published in Government Notification No. 697 of 1909.

The amount to be spent in rateable improvements on each of the Lots Nos. 1248 and 1249 under the General Condition No. 5 is \$100.

PARTICULARS OF THE LOTS.

Registry No.	Locality.	Boundary Measurements.				Contents in Sq. ft. or Acres.	Upset Price.	Annual Crown Rent.
		n.	s.	e.	w.			
Survey District 52. Lot No. 1248.	Sheung Shui.	35	35	32	32	1,120	12	3.00
Lot No. 1249.	Do.	39	39	35	35	1,365	14	3.50
Lot No. 1250.	Do.	32	32	50	50	1,630	16	0.12
Survey District 120. Lot No. 1394.	Shan Chung.	As per plan attached and deposited in the District Land Office for the Northern District of the New Territories, Tai Po.				4.74 acres.	207	4.74
Lot No. 1682.								
Lot No. 1689.								
Lot No. 1694.								
Lot No. 1695.								
Lot No. 1719.								
Lot No. 1741.								

G. H. WAREMAN,

LAND REGISTRY OFFICE.

No. 364.—It is hereby notified that the General Conditions of Sale applicable to all sales of Crown Land for building in the New Territories (exclusive of New Kowloon), published in Government Notification No. 57 of the 19th January, 1906, are revoked.

G. H. WAKEMAN,
Land Officer.

25th April, 1906.

LAND REGISTRY OFFICE.

No. 365.—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 in the New Territories (exclusive of that portion described as "Southern District Mainland" in the Order in Council dated the 15th March, 1906, Government Notification No. 212 of 1906) 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 or such other sum as shall be named at the time of sale.
3. Immediately after the fall of the hammer, the Purchaser of each Lot shall sign a Memorandum of Agreement, in the form 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, for and on behalf of His Majesty the KING 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 where such Lot is sold as a Building Lot, build and finish, fit for occupation, before the expiration of twenty-four calendar months from the day of sale, in a good, substantial and workmanlike manner, one or more good and permanent message 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 Assistant Land Officer, and in all other respects to the satisfaction of the Assistant Land Officer and shall expend thereon in rateable improvements not less than the amount specified in the particulars of sale.
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 or such other Officer who may be appointed to receive the same a proportionate part of the annual rental specified in the Particulars of Sale of such Lot on the 30th day of June next after the date of sale, and thereafter shall pay such annual rental by equal yearly payments on the 30th day of June in each and every year during the term of years for which the Lot is sold.
8. When the conditions herein contained have been complied with to the satisfaction of the Assistant Land Officer the Purchaser of each Lot shall be entitled to and shall execute on demand a Lease from the Crown of the ground comprised in each Lot for the term of years for which the Lot has been sold, at the annual rent stated in the Particulars of Sale of the Lot payable yearly on the 30th day of June in each and every year. Such Crown Lease shall unless otherwise provided be in the form set out in Schedule A hereunder and there shall be deemed to be incorporated in such Lease unless otherwise expressly excepted or provided the terms, exceptions, reservations, covenants, conditions, provisos and agreements contained in Schedule B hereunder which said terms, exceptions, reservations, covenants, conditions, provisos and agreements shall be binding on the Lessee his executors, administrators and assigns in the same manner as if they had been incorporated and written in such Lease.

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 and all subsequent assignees 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.

14. The exact area boundaries and measurements of each Lot shall be determined before the issue of the Crown Lease and the Premium and Crown Rent shall be then adjusted in accordance with the area and the amounts of Premium and Crown Rent at which the Lot was sold.

Assistant Land Officer.

Memorandum of Agreement by the Purchaser.

Memorandum that

of

the person whose name is hereunder written has been this day 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.

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

Dated this _____ day 190 .

Witness to Signature of Purchaser.

Assistant Land Officer.

Witness to Signature of Assistant Land Officer.

Land Officer.

SCHEDULE A.

(FORM OF CROWN LEASE.)

THIS INDENTURE made the _____ day of _____ 190 _____, BETWEEN Our Sovereign Lord EDWARD VII by the Grace of GOD of the United Kingdom of GREAT BRITAIN and IRELAND and of the BRITISH Dominions beyond the Seas King, Defender of the Faith, Emperor of INDIA of the one part and

of

(who and whose heirs executors administrators successors managers and assigns are where not inapplicable hereinafter included under the designation "the Lessee") of the other part WITNESSETH that in consideration of the sum of \$ _____ paid to the Treasurer of the Colony of Hongkong on behalf of His said Majesty by the Lessee and in consideration of the yearly rent and the covenants and stipulations hereinafter reserved and contained and on the part of the Lessee to be paid done and performed His said Majesty doth hereby grant and demise unto the Lessee ALL THAT piece or parcel of ground situate in the New Territories in the Colony of Hongkong described in the Schedule hereto and delineated on the plan annexed hereto or endorsed hereon and thereon coloured red TO HOLD the same unto the Lessee as (1) _____ ground for the term of _____ years from the _____ day of _____ 19 _____

(1) Insert Building, Garden or Agricultural as the case may be.

YIELDING AND PAYING therefor the annual rent specified in the Schedule hereto or such other sum as may hereafter be fixed in lieu thereof with the benefit of and subject to the terms, exceptions, reservations, covenants, conditions, provisoes and agreements as are contained in Schedule B of Government Notification No. 365 of 1906 dated the Twenty-fifth day of April, 1906, which terms, exceptions, reservations, covenants, conditions, provisoes and agreements shall be deemed to be incorporated in these presents and shall be binding on the Lessee in the same manner as if they had been written in these presents and subject also to the terms, exceptions, reservations, covenants, conditions, provisoes and agreements (if any) as are hereinafter contained.

IN WITNESS whereof His Excellency Sir MATTHEW NATHAN, Governor and Commander in Chief of the Colony of Hongkong and its Dependencies and Vice Admiral of the same, duly authorized by His said Majesty hath executed these presents and hereunto set the Public Seal of the Colony of Hongkong aforesaid and Lessee hath hereunto set his hand and seal the day and year first above written.

SCHEDULE.

Survey District.	Lot No.	Area or measurements.	Annual Crown Rent.

SCHEDULE B.

(TERMS, EXCEPTIONS, RESERVATIONS, COVENANTS, CONDITIONS, PROVISOES AND AGREEMENTS INCORPORATED IN CROWN LEASE.)

1. Whenever the word "Grant" shall be hereafter used the same shall be deemed to include any Grant Demise Lease Agreement for Lease Tenancy or Letting. And whenever the words "the said premises" shall be hereafter used the same shall be deemed to refer to the ground and premises granted.

2. There shall except where otherwise stated be included in every Grant of ground all messuages, erections and buildings thereon, and all the easements and appurtenances whatsoever to the said premises belonging, or in anywise appertaining thereto.

3. There shall be excepted and reserved unto His said Majesty, His Heirs, Successors and Assigns all Mines, Minerals, and Quarries of Stone in, under and upon the said premises, and all such Earth, Soil, Marl, Clay, Chalk, Brick-earth, Gravel, Sand, Stone and Stones, and other Earths or Materials, which at any time shall be under or upon the said premises, or any part or parts thereof, as His said Majesty, His Heirs, Successors or Assigns may require for the Roads, Public Buildings, or other Public Purposes of the said Colony of Hongkong; with full liberty of Ingress, Egress, and Regress, to and for His said Majesty, His Heirs, Successors and Assigns, and His and their Agents, Servants, and Workmen at reasonable times in the day with or without horses, carts, carriages, and all other necessary things, into, upon, from and out of all or any part or parts of the said premises to view, dig for, convert and carry away, the said excepted Minerals, Stone, Earths and other things respectively, or any part or parts thereof respectively, thereby doing as little damage as possible to the Lessee; There shall be also excepted full power to His said Majesty, His Heirs, Successors and Assigns, to make and conduct in, over, along, through or under the said premises, all and any Public or Common sewers, drains, or water-courses, water or other mains, telegraph and telephone lines with full power at all times to enter into and upon the said premises for the purpose of making, laying, erecting, inspecting or repairing the same or otherwise in connection therewith.

4. Every grant shall be subject to all existing Public or Private rights and easements in, over, along through or under the said premises or any part or parts thereof respectively or in any wise appertaining thereto.

5. The Rent reserved shall be paid in Current Money of the said Colony of Hongkong, on the thirtieth day of June in every year free and clear from all Taxes, Rates, Charges, Assessments and Deductions whatsoever, charged upon or in respect of the said premises or any part thereof, payment of the said Rent for the first year or a proportion thereof as the case may be becoming due on the thirtieth day of June next after the date of the Grant of the premises in respect of which rent is reserved; provided that in the event of any building being erected on any premises expressed to be granted as agricultural or garden ground the rent payable in respect of such premises shall be such sum as shall be specified in the licence for the erection of such building to be granted in manner hereinafter appearing.

6. Each Lessee for himself and herself and for his and her executors, administrators, managers, successors and assigns covenants with His said Majesty, His Heirs, Successors and Assigns in manner following, that is to say, that the Lessee shall and will yearly, and every year, during the term granted, well and truly pay or cause to be paid to His said Majesty, His Heirs, Successors and Assigns, the yearly Rent stated in the Grant or such other rent or rents as shall become payable under the proviso hereinbefore contained clear of all deductions as aforesaid on the several days and times and in the manner hereinbefore reserved and made payable: and also that the Lessee shall and will at all times during the term of the Grant, bear, pay and discharge all taxes, rates, charges and assessments whatsoever, which are or shall be assessed or charged upon, or in respect of, the said premises or any part thereof: And will (except where otherwise provided) pay the said taxes, rates,

charges and assessments for each and every year by annual payments in advance with the rent reserved on the thirtieth day of June in every year: And also that the Lessee shall and will, from time to time, and at all times when, where, and as often as need or occasion shall be and require, at his or her and their proper costs and charges, well and sufficiently Repair, Uphold, Support, Maintain, Pave, Purge, Scour, Cleanse, Empty, Amend and Keep the message or tenements, and all other erections and buildings, at any time standing upon the said pieces or parcels of ground expressed to be granted and all the Walls, Rails, Lights, Pavements, Privies, Sinks, Drains, and Water-courses thereunto belonging and which shall in anywise belong or appertain unto the same, in, by, and with all and all manner of needful and necessary reparations, cleansing and amendments whatsoever, the whole to be done to the satisfaction of the Surveyor of His said Majesty, His Heirs, Successors or Assigns, (Now the Director of Public Works) And the said message or tenement, erection, buildings and premises being so well and sufficiently repaired, sustained and amended, at the end or sooner determination of the term granted shall and will peaceably and quietly deliver up to His said Majesty, His Heirs, Successors or Assigns: And further it shall and may be lawful to and for His said Majesty, His Heirs, Successors or Assigns, by His or their Surveyor, or other persons deputed to act for Him or Them, twice or oftener in every year during the term granted, at all reasonable times in the day, to enter and come into and upon the said premises to view, search, and see, the condition of the same, and of all decays, defects, and wants of repair and amendments, which upon every such view or views shall be found, to give or leave notice or warning, in writing, at or upon the said premises or some part thereof, unto or for the Lessee to repair and amend the same within Three Calendar Months then next following, within which said time or space of Three Calendar Months, after every such notice or warning shall be so given, or left as aforesaid, the Lessee will repair and amend the same accordingly: And further that the Lessee or any other person or persons shall not, nor will, during the continuance of the Grant use, exercise or follow, in or upon the said premises, or any part thereof, any noisy, noisome or offensive trade or business whatever, nor convert any ground expressed to be granted as agricultural or garden ground into use for building purposes other than for the proper occupation of the same ground as agricultural or garden ground without the previous Licence of His said Majesty, His Heirs, Successors or Assigns, signified in writing by the Governor of the said Colony of Hongkong, or other person duly authorized in that behalf: And further that the Lessee or any other person or persons shall not nor will at any time during the said term erect or construct any building or structure of any description on the said premises or any part thereof whether demised as agricultural or garden ground or otherwise without first having obtained the approval thereto of the Surveyor to His said Majesty, His Heirs, Successors or Assigns, or other person duly authorized by the Governor of the said Colony of Hongkong, in that behalf: And also that the Lessee shall not, nor will, assign, demise, mortgage, or otherwise part with, all or any part of the said premises for all or any part of the term expressed to be granted without forthwith registering such alienation in the Land Office, or such other Office as may hereafter be instituted for the purposes of Land Registration in the Colony of Hongkong, and paying all reasonable fees and other expenses thereon.

7. Provided always, and it is agreed and declared, that in case the yearly rent reserved, or any part thereof, shall be in arrear and unpaid by the space of twenty-one days next over, or after any or either of the said days whereon the same ought to be paid as aforesaid (whether lawfully demanded or not) or in case of the breach or non-performance of any or either of the covenants and conditions herein or in the said Grant contained, and by or on the part and behalf of the Lessee to be kept done and performed, then, and in either of the said cases, it shall and may be lawful to and for His said Majesty, His Heirs, Successors or Assigns, by the Governor of Hongkong, or other person duly authorized in that behalf, in and upon the said premises or any part thereof in the name of the whole, to re-enter, and the same to have again, retain, re-possess, and enjoy, as in His or Their first or former estate, as if no Grant of the said premises had been made, and the Lessee and all other occupiers of the said premises thereout and thence utterly to expel, put out and remove, the said Grant or anything contained herein to the contrary notwithstanding.

8. Provided also, and it is further agreed and declared that His said Majesty, His Heirs, Successors and Assigns, shall have full power to resume, enter into, and re-take possession of all or any part of the said premises if required for the improvement of the said Colony of Hongkong, or for any other public purposes whatsoever, Three Calendar Months' notice being given to the Lessee of its being so required, and full and fair compensation for the said Land and the Buildings thereon, being paid to the said Lessee at a valuation, to be fairly and impartially made by the Surveyor of His said Majesty, His Heirs, Successors or Assigns, and upon the exercise of such notice or the said term and estate shall respectively cease, determine and be void:

9. Provided also, and it is further agreed and declared that each Lessee shall in such cases where the premises are granted for a term of Seventy-five Years commencing on the first day of July one thousand eight hundred and ninety-eight be entitled on the expiration of the said term of Seventy-five Years to a renewed Lease of the premises respectively granted to him or her for the further term of Twenty-four Years less three days without payment of any Fine or Premium therefor and at the Rent herein-after mentioned; And His said Majesty, His Heirs, Successors or Assigns shall and will at the request and cost of such Lessee grant unto him or her on the expiration of the said term of Seventy-five Years a new Lease of the said premises for the term of Twenty-four Years less three days at such Rent as shall be fairly and impartially fixed by the Surveyor of His said Majesty, His Heirs, Successors, or Assigns as the fair and reasonable rental value of the ground at the date of such renewal; And in all other respects such new Lease shall be granted upon the same terms and under and subject to the same reservations, covenants, stipulations, provisos and declarations as are or shall be contained in such Lease for Seventy-five Years with the exception of this proviso for renewal which shall not be contained in such new Lease.

G. H. WAKEMAN,
Land Officer.

25th April, 1906.

HARBOUR MASTER'S DEPARTMENT.

No. 366. NOTICE TO MARINERS.

Information has been received from Captain H. SIMS recently in command of the British S.S. *Ajibcourt* that on his last voyage he passed an uncharted shoal off the North coast of New Guinea the centre of which lies in Lat. 3° 19' S. Long. 145° 9' E.

It is some 4½ miles in extent and soundings shewed from 11 to 16 feet varying to no bottom at 100 fathoms.

L. BARNES-LAWRENCE, Captain, R.N.,
Harbour Master, &c.

21st April, 1906.

No. 367. TRANSLATION.

Notification No. 147 of Department for Communications.

NOTICE TO MARINERS.

CHANGING THE ARC OF TENPOZAN LIGHTHOUSE, OSAKA BAY.

NOTICE is hereby given that, *Red Arc* between the bearings of N. 73° 41' E. and N. 83° 41' E. of *Tenpozan Lighthouse*, Osaka harbour, Province of Settsu, will be changed into *White*, on and after the month of May, this year, as the blocking up the mouth of the Ajikawa for Osaka harbour Works will be begun.

NOTE:—Further notice will be given after the changing has been effected.

YAMAGATA ISABURO,
Minister of State for Communications.

Tokyo, April 5th, 1906.

FOOCHOW DISTRICT.

LOCAL NOTICE TO MARINERS, No. 93.

The channel between No. 2 and No. 3 Fairway Buoys has shoaled considerably, there being at present but 10 feet in it at Low Water spring tides for about ¼ to ½ the distance to Westward of No. 2 buoy.

C. H. PALMER,
Harbour Master.

Approved:
E. B. DREW,
Commissioner of Customs.
Custom House, Foochow, 19th April, 1906.