



4112

R.G. 254
0-3/61-312319

E. No. 4 1 1 2

CONDITIONS OF EXCHANGE

New York Loan Balance to Nos 2814, 2815 & 2816.

OWNER

Wong Fook Hong

TERM

75 years (renouvelable) from 17.18.98

CROWN RENT ~~\$100~~, ~~\$78~~ + ~~\$84~~

PREMIUM ~~\$153~~ .00

REFER TO VOL. *TR II* FOLIO *5*

Entered and Indexed

L. O. No.

B. L. No.

C S. O. No. *13/4200/1940*

Condition
 P. P. W. *in P.B.O. 540/40*
 dated *9-5-40*

L.S.O. 2.

FORM FOR NEW TERRITORIES.

P.W.D.

Reg. No.

EXCHANGE OF LAND.

Particulars and Conditions for a lease of the Piece or Parcel of Crown Lands described in the first Schedule hereto (hereinafter called the "New Lot" and shown **coloured red & marked A, B & C respectively** on the attached plan), for a term of 75 years commencing on the 1st July, 1898, to be granted by private contract in exchange for the surrender of the piece or parcel of Land described in the second Schedule hereto, (~~shown~~ ~~marked~~) 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 24 years, less the last three days thereof.

First Schedule.

PARTICULARS OF THE NEW LOT.S

No. Registry	Locality.	Boundary Measurements.				Contents in sq. feet.	Annual Rental.	Premium. shown
		N.	S.	E.	W.			
(A)	New Kowloon Cheung Sha Wen Inland Lot 2814					About 7,560	\$104	} \$153
(B)	" " 2815 "					5,637	\$78	
(C)	" " 2816 "					6,120	\$84	

Second Schedule.

LOT S TO BE SURRENDERED.

Registry No.	Locality.	Contents in sq. feet.	Annual Rental.	Remarks.
		About		
K.I.L. 64	Fuk Tsun Heung	822		
K.M.L. 38 Sec.A. S.S.1	" " "	2,225		

General Conditions of Exchange. for each new lot.

1.—(1) The Lessee shall sign forthwith the Agreement hereinafter contained for completing the exchange according to these conditions and the Special Conditions hereinafter contained.

(2) On registration of such agreement the Crown Lease or (as the case may be) Tenancy agreement of the piece or parcel of land described in the Second Schedule hereto shall be deemed to have incorporated therein the following additional covenant condition or stipulation:— "Should the Lessee his executors administrators or assigns at any time hereafter enter into an agreement with the Crown to surrender the said piece or parcel of ground or any part thereof of the Lessee his executors administrators or assigns shall execute such surrender within 21 days of a written request by the Land Officer (~~Director of Public Works~~) so to do sent to him or them by registered post at his or their usual or last known place of abode or business; and if the Lessee fails to so surrender, a right of re-entry on the said piece or parcel of land shall thereupon accrue to His Majesty."

*Surrendered
6.12.1940
J.S.W.*

2. The Lessee shall at his own expense surrender to the Crown ~~K.I.L. 644 and K.M.L. 38~~ K.I.L. 644 and K.M.L. 38 ~~Sec. A, S.S.1~~ Sec. A, S.S.1 when required by the (Land Officer.) (~~Director of Public Works~~)

3. The Lessee shall remove all erections and buildings (~~thereon~~) on ~~K.I.L. 644 and K.M.L. 38~~ K.I.L. 644 and K.M.L. 38 ~~Sec. A, S.S.1~~ Sec. A, S.S.1 within ~~three~~ three months of the date on which possession of the new Lot shall be given to the Lessee (~~Director of Public Works~~)

*paid
26.6.40
J.S.W.*

4.—(a) The Lessee shall pay into the Colonial Treasury within seven days of the date on which possession shall be given to the Lessee the sum of \$ 152.00 (~~being~~ being ~~the excess in the estimated value of the new Lot over the value of~~ the excess in the estimated value of the new Lot over the value of ~~K.I.L. 644 and K.M.L. 38~~ K.I.L. 644 and K.M.L. 38 ~~Sec. A, S.S.1 and the buildings thereon.~~ Sec. A, S.S.1 and the buildings thereon.)

~~(b) The Lessee shall pay into the Colonial Treasury within seven days of the date on which possession shall be given to the Lessee the sum of \$ 152.00 being the excess in the estimated value of the new Lot over the value of K.I.L. 644 and K.M.L. 38 Sec. A, S.S.1 and the buildings thereon.~~

~~(c) The Lessee shall pay into the Colonial Treasury within seven days of the date on which possession shall be given to the Lessee the sum of \$ 152.00 being the excess in the estimated value of the new Lot over the value of K.I.L. 644 and K.M.L. 38 Sec. A, S.S.1 and the buildings thereon.~~

*B.S fees
\$ 72
paid
26.6.40
J.S.W.*

5. The Lessee shall on demand and prior to the issue of the Crown Lease, (or leases if more than one shall be required) pay into the Colonial Treasury on behalf of His Majesty the King, the sum of \$ 6.00 for and in consideration of each boundary stone which shall be fixed by the Director of Public Works at each angle of the new Lot, (or any other Lots into which the same may be divided prior to the issue of the Crown Lease or Leases) properly cut and marked with the Registry Number of the Lot, and the Lessee shall notify the Director of Public Works when he is ready to have the boundary stones fixed. If it is intended that the angles of the Lot or Lots shall be covered by buildings, walls or other erections, such notification must be given at least fourteen days before the foundations are up to ground level to enable the boundary stones to be built into such buildings, walls or other erections as the work proceeds. If such notification be not duly given, the Director of Public Works shall be at liberty at any time to enter on the Lot or Lots and to cut into any buildings, walls or other erections thereon and to do any other act which may be necessary for the purpose of fixing the boundary stones. Any expense incurred in consequence of such cutting into buildings, walls or other erections shall be borne by the Lessee, and the amount thereof shall be paid by him into the Colonial Treasury within seven days of receipt of a demand in writing from the Director of Public Works.

6. The Lessee shall apply to the Director of Public Works for the new Lot to be set out on the ground and shall not commence any operations for building thereon until the Lot shall have been so set out by the Director of Public Works. If the Lessee shall erect any building otherwise than in due accord with the alignment of the Lot so set out as aforesaid he shall when called upon by the Director of Public Works so to do demolish such building and shall rebuild upon the correct alignment. If the Lessee shall when required by the Director of Public Works so to do fail to demolish any such building as aforesaid it shall be lawful for the Director of Public Works to cause such building to be demolished and the Lessee shall on demand pay to the Director of Public Works the amount certified by him to be the cost of such demolition. A certificate purporting to be signed by the Director of Public Works as to the alignment of any building or as to the cost of demolition shall be final and conclusive evidence as between the parties hereto as to the facts certified therein.

7. The Lessee of the new Lot shall execute and take up a Crown Lease for the Lot when called upon to do so by the Land Officer, for which purpose all estates or interests whatsoever in the Lot or any part thereof created since the date of this agreement by way of Mortgage, Charge or otherwise then outstanding shall thereupon forthwith be previously reassigned or satisfied and an endorsement by the Land Officer on these conditions that plans of the Lot or any specified part thereof are in the Land Office and that the Crown Lease thereof must be taken up before any further dealings with the Lot or such specified part can be registered, shall be deemed to be a sufficient requisition to that effect, and shall pay to him, therefor, the prescribed fee. In the event of more than one building being erected on the said Lot the Lessee may be required to take up a separate lease for the site of each separate building and shall pay the Land Officer the prescribed fee for every additional lease so required to be taken up, provided that in the event of more than one lease being granted to the same person the fee for every lease exceeding one shall be \$50.00.

8. The Lessee of the new Lot shall build and finish, fit for occupation, before the expiration of²⁴.....calendar months from the date on which possession shall be given to the Lessee, in a good substantial and workmanlike manner, one or more good and permanent buildings upon some part of the Lot with such materials as may be approved by the Director of Public Works, and in other respects in accordance with the provisions of all Ordinances, Bye-laws and Regulations relating to Buildings or Sanitation as shall or may at any time be in force in the Colony, and shall expend thereon a sum of not less than \$10,000.00 on lot A, \$8,000.00 on lot B and \$9,000.00 on lot C in rateable improvements. Provided that notwithstanding any default by the Lessee in complying with this condition, and notwithstanding the acceptance on behalf of the Crown of any Crown rent or rates or other payment whatever, the Director of Public Works may in his discretion, and whether the Lessee consent or not, fix at any time and from time to time any extended period for the completion of the said buildings in substitution for the said period of²⁴.....months, and thereupon the obligation hereunder of the Lessee in question to complete the said buildings shall be taken to refer to such substituted period, and the right of re-entry reserved in these conditions shall arise upon default or completion within such substituted period as if it had been the period originally provided. **Provided also that the period will be extended only in special circumstances and subject to such conditions as to payment or otherwise as Government may impose.**
~~As to the rateable improvements, the rateable improvements shall be treated as having been completed at the expiration of the period hereinafter provided for the completion of the said buildings, and the period hereinafter provided shall be deemed to be the period for the completion of the said buildings.~~

9. ~~XX~~ No sewage or refuse water will be allowed to flow from the new 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, and in carrying out any works of excavation on the Lot no excavated earth shall be deposited on the Lot or (with permission) 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, and all such slopes shall be properly turfed and, if necessary, secured in place by means of masonry toe walls. The Lessee shall see that all refuse matters are properly removed daily from off the premises.

10. ~~XX~~ The Crown Rent of the new Lot shall commence from the date on which possession shall be given to the Lessee who shall pay into the Colonial Treasury a proportionate part of the annual rental specified in the Schedule hereinbefore contained on the next half-yearly day on which Crown Rent is payable 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 hereinbefore mentioned.

11. ~~XX~~ The exact boundaries of the new Lot shall be determined before the issue of the Crown Lease. In the event of any excess or deficiency in area being found to exist as compared with the area specified in the First Schedule hereinbefore contained the amount to be paid by or to be refunded to the Lessee in respect of such excess or deficiency will be calculated at the rate of \$.....~~per acre~~ Crown Rent will be adjusted to the nearest even dollar at the rate of \$ 600.00..... per acre per annum. For the purposes of this condition the Lessee shall be deemed to be the person to whom the Crown

60 cents per square foot in respect of Lots A & C and 75 cents in respect of Lot B.

Lease shall be issued for the Lot, or, in the event of a subdivision of the Lot before the issue of the Crown Lease, the person to whom the Crown Lease shall be issued for that portion of the Lot designated the Remaining Portion.

- 12. XX** Any scavenging lanes formed to be handed over to Government free of cost.
- 13. XX** When the Conditions herein contained have been complied with to the satisfaction of the Director of Public Works, the Lessee of the Lot shall be entitled to a Lease from the Crown, of the Piece of Ground comprised in such Lot for 75 years, to commence on the 1st day of July 1898 at such Annual Rental payable half-yearly on the 24th day of June and the 26th day of December, in each and every year as is specified in the Particulars of such Lot in the First Schedule hereinbefore contained; and such Crown Lease shall be subject to, and contain, all Exceptions, Reservations, Convenants, Clauses and Conditions inserted in the Crown Leases of similar Lots in the Colony of Hong Kong or which may be required for the purpose of carrying out any of the General and Special Conditions herein contained affecting the Lot or the title thereto. The Lease shall also contain a proviso that the Lessee is to have the option of renewing the Lease for one further term of 24 years less the last three days thereof at a Crown Rent to be fixed by the Surveyor of His Majesty the KING.
- 14. XX** Should the Lessee neglect or fail to comply with these conditions ~~XXXXXXXXXXXX~~ His Majesty shall have full power to retain the property so surrendered or agreed to be surrendered by the Lessee and also to retain any premium which the Lessee may have paid and also to re-enter and take possession of the new Lot and to re-sell the same either by public auction or private contract at such time and place and in such manner as to His said Majesty shall seem fit.
- 15. XX** Possession of the new Lot shall be deemed to have been given to the Lessee, and to have been taken by him, from the date of a letter from the Director of Public Works stating that the new Lot is at the disposal of the Lessee.
- 16. XX** The expression "Lessee" used herein shall in every case include the Lessee or Lessees and where the context so admits or requires ^{his}/_{their} executors, administrators and assigns and in the case of a corporation its successors and assigns.
- 17. XX** The new Lot shall be exempt from the provisions of Part II of the New Territories Regulation Ordinance No. 34 of 1910.
- 18. XX** The foregoing General Conditions shall be read and construed as varied or modified by the Special Conditions hereinafter contained.
- or of any of the special conditions hereinafter specified**

THE SPECIAL CONDITIONS HEREINBEFORE REFERRED TO.

- (a) The whole of the areas coloured red and green on plan shall be formed by the lessee at his own expense to such levels as may be approved by the Director of Public Works within 12 months from the date on which possession shall be given to the lessee (the filling to be protected, if necessary to the satisfaction of the Director of Public Works). The area coloured green to be handed over to Government free of cost on completion.
- (b) The lessee will not be allowed to utilize the area coloured green for the purpose of storage or for the erection of any buildings or structures without the consent of the Director of Public Works first having been obtained.
- (c) The lessee of the lot shall pay into the Colonial Treasury, on demand, the cost of removing any water main, gas main or service pipe, cable, telegraph or telephone line, sewer or culvert, which the Director of Public Works may consider it necessary to have removed.

MEMORANDUM OF AGREEMENT BY THE LESSEE.

Memorandum that
 of
 the Lessee whose name $\frac{is}{are}$ hereunder written $\frac{has}{have}$ this day agreed to exchange the
 Lot and premises as set out in the foregoing particulars for the new Lot on the
 terms and conditions hereinbefore contained, and, as such Lessee, hereby agrees to
 carry out the exchange on the said terms of and subject to the said conditions and
 fully to observe and perform the said terms and conditions and to be bound thereby
 and the Director of Public Works on behalf of His Excellency the Governor ratifies
 and confirms the said exchange on the above terms and conditions.

Dated this 11th day of May 1940.

Signature of Lessee Wong Suk Hong

Witness to Signature of Lessee Wong Suk Hong Lam Chee Sing

Occupation Merchant

Address 36 Boundary Street 2nd floor

Name of Interpreter (if any)

Occupation

Address

Seng Fye Kwan
 Witness to Signature of the Director of Public Works.

[Signature]
 Director of Public Works.

C.S.O. 13 in 4200/40.

21st June, 1940.

Sir,

Kowloon Inland Lot No. 644 and
Kowloon Marine Lot No. 39, Sec. A, S.S.I.

With reference to the conditions of exchange signed by you on the 11th. May 1940, I have to inform you that Government has approved the exchange of the above lots and that the new areas are at your disposal. Kindly pay into the Colonial Treasury the following sum (as per attached memorandum):-

Premium	=	\$153.00	} paid 26.6.40
Fee for boundary stones (\$24.00 for each lot)	=	72.00	
Total	=	<u>\$225.00</u>	

The new lots A, B & C will be known as New Kowloon Inland Lots Nos. 2814, 2815 & 2816, and Crown Rents, viz:- \$104.00, \$78.00 and \$84.00 per annum respectively commence on this date.

One copy of conditions of exchange, duly completed, returned herewith.

Kindly note that the buildings referred to in clause 3 of the general conditions of exchange must be removed within three months from the date of this letter.

I have the honour to be,
Sir,

Your obedient servant,

H. H. Pegg.

Director of Public Works.

Mr. Wong Fuk Hong,
c/o Mansion Motors & Co.,
Wing On Bank Building.

/WYM.

No. 4 1 1 2.

Conditions of Exchange

of

NEW KOWLOON INLAND LOTS NOS. 2814,
2815 and 2816.

(in exchange for K.I.L. 644 & K.M.L.
38 Sec.A ss.1).

Locality : Cheung Sha Wan.

C. S. O. : 13/4200/1940.

Owner :- Wong Fuk Hong.

Refer to T.R. II folio 5

Land Office,
Hong Kong.

