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1933

The land comprised in the within written Lease is hereby exempted from the provisions of Part II of the New Territories Regulation Ordinance 1910.

Dated this *Eleventh* day of *December* 1933.

*W. J. S. ...*  
Officer administering the Government.

# This Indenture

made the *Eleventh* day of *December*  
One thousand Nine hundred and thirty *five* Between Our Sovereign LORD GEORGE V  
by the Grace of God King of Great Britain Ireland and of the British Dominions beyond the Seas  
Defender of the Faith Emperor of India (hereinafter referred to as "His said Majesty" which  
expression shall where the context admits be deemed to include His Heirs Successors and Assigns)  
of the one part and *Jung Wai Fong of No. 253 Queen's Road*  
*Central Victoria*  
in the Colony of Hong Kong Married Woman

(hereinafter referred to as "the said Lessee" which expression shall where the context admits  
be deemed to include *her executors administrators and assigns*)

of the other part Whereas  
<sup>Officer administering the Government -</sup>  
the Governot and Commander-in-Chief of the Colony of Hong Kong and its Dependencies  
(hereinafter referred to as "<sup>Officer administering the Government -</sup>the Governor") is duly authorised to enter into these presents in the  
name and on behalf of His said Majesty Now This Indenture witnesseth that in consideration  
of the yearly rent covenants and stipulations hereinafter reserved and contained by and on the part  
and behalf of the said Lessee to be paid done and performed His said Majesty Doth hereby grant  
and demise unto the said Lessee All that piece or parcel of Ground situate lying and being at

and fronting to Prince Edward Road Howloon City in  
the said Colony bounded on or towards the North by a  
Scavenging Lane and having a frontage thereto of twenty  
feet eleven inches on or towards the South by Prince  
Edward Road aforesaid and having a frontage thereto  
of twenty one feet six inches on or towards the East by  
New Howloon Inland Lot No. 2359 and having a frontage

thereto of sixty six feet ten inches and on or towards the West by New Howloon Inland Lot No. 1942 and having a frontage thereto of seventy one feet eight inches which said piece or parcel of ground expressed to be hereby demised contains in the whole by admeasurement one thousand four hundred and forty eight square feet or thereabouts and is more particularly delineated and described on the plan thereof annexed to these presents and thereon coloured pink and is registered in the Land Office as New Howloon Inland Lot No. 2358

And all the emements and appurtenances whatsoever to the said demised premises belonging or in any-wise appertaining **Except and Reserved** into His said Majesty all Mines Minerals Mineral Oils 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 now are or hereafter during the continuance of this demise shall be under or upon the said premises or any part or parts thereof as His said Majesty may require for the Roads Public Buildings or other Public Purposes of the said Colony of Hong Kong with full liberty of Ingress Egress and Regress to and for His said Majesty His Agents servants and workmen at reasonable times in the day during the continuance of this demise 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 premises hereby expressed to be demised

213

FC  
AUG.  
1933

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 said Lessee AND also SAve AND EXCEPT full power to His said Majesty to make and conduct in through and under the said premises all and any public or common sewers drains or watercourses To have AND to hold the said piece or parcel of ground and premises hereby expressed to be demised with their and every of their appurtenances unto the said Lessee

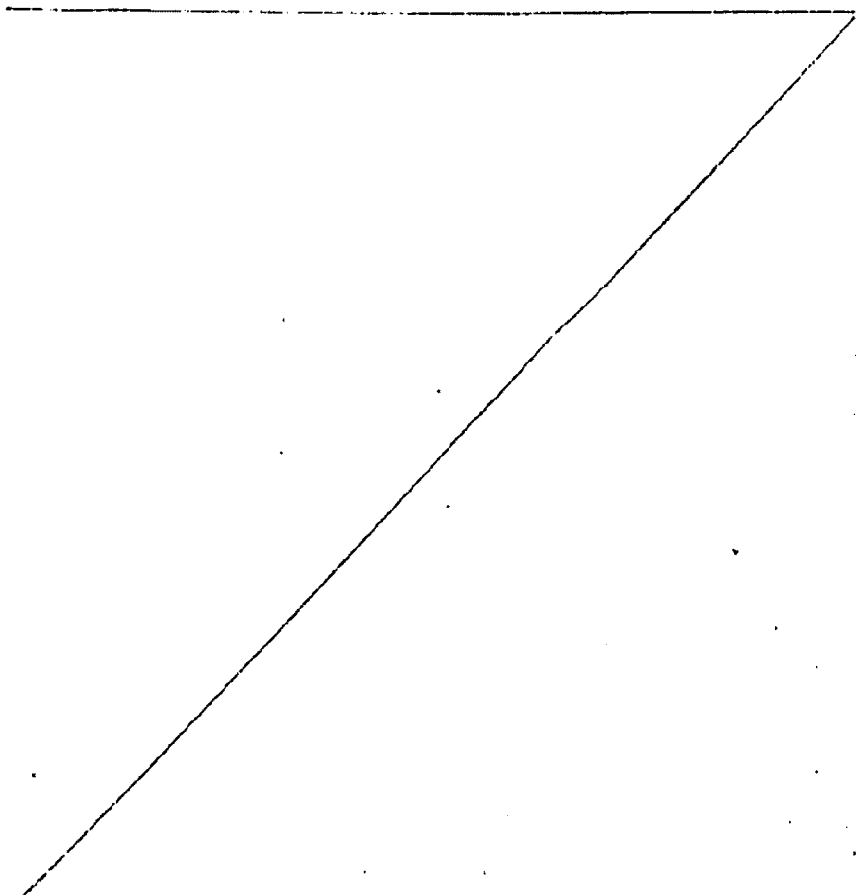
from the FIRST day of JULY ONE THOUSAND EIGHT HUNDRED AND NINETY EIGHT for and during and unto the full end and term of SEVENTY FIVE YEARS from then next ensuing and fully to be complete and ended with such right of renewal for one further term of TWENTY FOUR YEARS LESS THE LAST THREE DAYS THEREOF as is hereinafter provided Holding and Paying therefor yearly and every year during the term hereby granted the sum of *sixteen*

dollars in Current Money of the said Colony by equal half-yearly payments on the Twenty-fourth day of June and the Twenty-fifth day of December in every year free and clear of and from all Taxes Rates Charges Assessments and Deductions whatsoever charged upon or in respect of the said premises or any part thereof the first half-yearly payment of the said Rent becoming due and to be made on the *Twenty fifth* day of *December* One thousand nine hundred and *twenty five* and the said Lessee

Doth hereby covenant with His said Majesty by these presents in manner following that is to say that the said Lessee will yearly and every year during the said term hereby granted well and truly pay or cause to be paid to His said Majesty the said yearly Rent of *sixteen*

dollars clear of all deductions as aforesaid on the several days and times and in the manner hereinbefore reserved and made payable AND will during the whole of the said term hereby granted bear pay and discharge all taxes rates charges and assessments whatsoever which now are or shall be hereafter assessed or charged upon or in respect of the said premises hereby expressed to be demised or any part thereof AND will obtain the special

approval of His said Majesty's Director of Public Works (hereinafter called "the said Director") to the facade or facades of any buildings erected or hereafter to be erected on the said piece or parcel of ground hereby demised or any part thereof And



shall and will from time to time and at all times hereafter when where and as often as need or occasion shall be and require at his her or their own proper costs and charges well and sufficiently Repair Uphold Support Maintain Pave Purge Scour Cleanse Empty Amend and keep the messuage or tenement messuages or tenements and all other erections and buildings now or at any time hereafter standing upon the said piece or parcel of ground hereby expressed to be demised and all the Walls Banks Cuttings Hedges Ditches Rails Lights Pavements Privies Sinks Drains and Watercourses thereunto belonging and which shall in any-wise belong or appertain unto the same in by and with all and all manner of needful and necessary reparations cleansings and amendments whatsoever the whole to be done to the satisfaction of His said Majesty's Director of Public Works (hereinafter referred to as "the said Director") And the said messuage or tenement messuages or tenements erections buildings and premises so being well and sufficiently repaired

sustained and unended at the end or sooner determination of the term hereby granted will peaceably and quietly deliver up to His said Majesty And will during the term hereby granted as often as need shall require bear pay and allow a reasonable share and proportion for and towards the costs and charges of making building repairing and amending all or any roads pavements channels fences and party walls draughts private or public sewers and drains requisite for or in or belonging to the said premises hereby expressed to be demised or any part thereof in common with other premises near or adjoining thereto and that such proportion shall be fixed and ascertained by the said Director and shall be recoverable in the nature of rent in arrear And that it shall and may be lawful to and for His said Majesty by the said Director or other persons deputed to act for Him twice or oftener in every year during the said term at all reasonable times in the day to enter into and upon the said premises hereby expressed to be demised to view search and see the condition of the same and of all decays defects and wants of reparation and amendment which upon every such view shall be found to give or leave notice in writing at or upon the said premises or some part thereof unto or for the said Lessee to repair and amend the same within Three Calendar Months then next following within which time the said Lessee will repair and amend the same accordingly And that the said Lessee or any other person or persons shall not nor will during the continuance of this demise use exercise or follow in or upon the said premises or any part thereof the trade or business of a Brazier Slaughterman Soap-maker Sugar-baker Fellmonger Melter of tallow Oilman Butcher Distiller Victualler or Tavern-keeper Blacksmith Nightman Scavenger or any other noisy noisome or offensive trade or business whatever without the previous licence of His said Majesty signified in writing by the Governor or other person duly authorized in that behalf And will not let underlet mortgage assign or otherwise part with all or any part of the said premises hereby expressed to be demised for all or any part of the term hereby granted without at the same time registering such alienation in the Land Office or in such other Office as may hereafter be instituted for the purposes of Registration in the said Colony and paying the prescribed fees therefor Prohibited always and it is hereby agreed and declared that in case the said yearly rent of sixteen \_\_\_\_\_ dollars hereinbefore reserved or any part thereof shall be in arrear and unpaid by the space of twenty one days next after any 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 of the covenants and conditions herein contained and by or on the part of the said Lessee to be performed then and in either of the said cases it shall be lawful for His said Majesty by the Governor or other person duly authorized in that behalf into and upon the said premises hereby expressed to be demised or any part thereof in the name of the whole to re-enter and the same to have again repossess and enjoy as in His former estate as if these presents had not been made and the said Lessee and all other occupiers of the said premises thereout to expel this Indenture or anything contained herein to the contrary notwithstanding Prohibited also and it is hereby further agreed and declared that His said Majesty shall have full power to resume enter into and re-take possession of all or any part of the premises hereby expressed to be demised if required for the improvement of the said Colony or for any other public purpose whatsoever Three Calendar Months notice being given to the said Lessee of its being so required and a 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 said Director and upon the exercise of such power the term and estate hereby created shall respectively cease determine and be void ~~Provided~~ also and it is hereby further agreed and declared that the said Lessee shall on the expiration of the term hereby granted be entitled to a renewed Lease of the premises hereby expressed to be demised for a further term of TWENTY-FOUR YEARS LESS THE LAST THREE DAYS THEREOF without payment of any Fine or Premium therefor and at the Rent hereinafter mentioned AND that His said Majesty will at the request and cost of the said Lessee grant unto him or them on the expiration of the term hereby granted a new Lease of the said premises for the term of Twenty-four years less the last three days thereof at such Rent as shall be fairly and impartially fixed by the said Director 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 contained in this present Lease with the exception of this proviso for renewal which shall not be contained in such new Lease ~~Provided~~ also and it is hereby further agreed and declared that the said piece or parcel of ground hereby demised shall be deemed to be and treated as land acquired after the passing of the Public Health and Buildings Ordinance No. 1 of 1903

— In Witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered  
by the said Tung Wai  
Fong in the presence of:

芳 蕙 馮

*W. T. Penn*  
architect.

Examined and certified to be correct.

*J. D. Smith*  
Asst. Land Officer.

Registered.

*W. A. L. S. S. S.*  
Asst. Land Officer.

Dated *11<sup>th</sup> December, 1935.*

(COUNTERPART)

# Lease

*OF*  
*Kow*  
*How Loon Inland Lot No. 2358*

Commencing 1st day of July, 1898.

Term: 75 years.

(renewable for 24 years less 3 days)

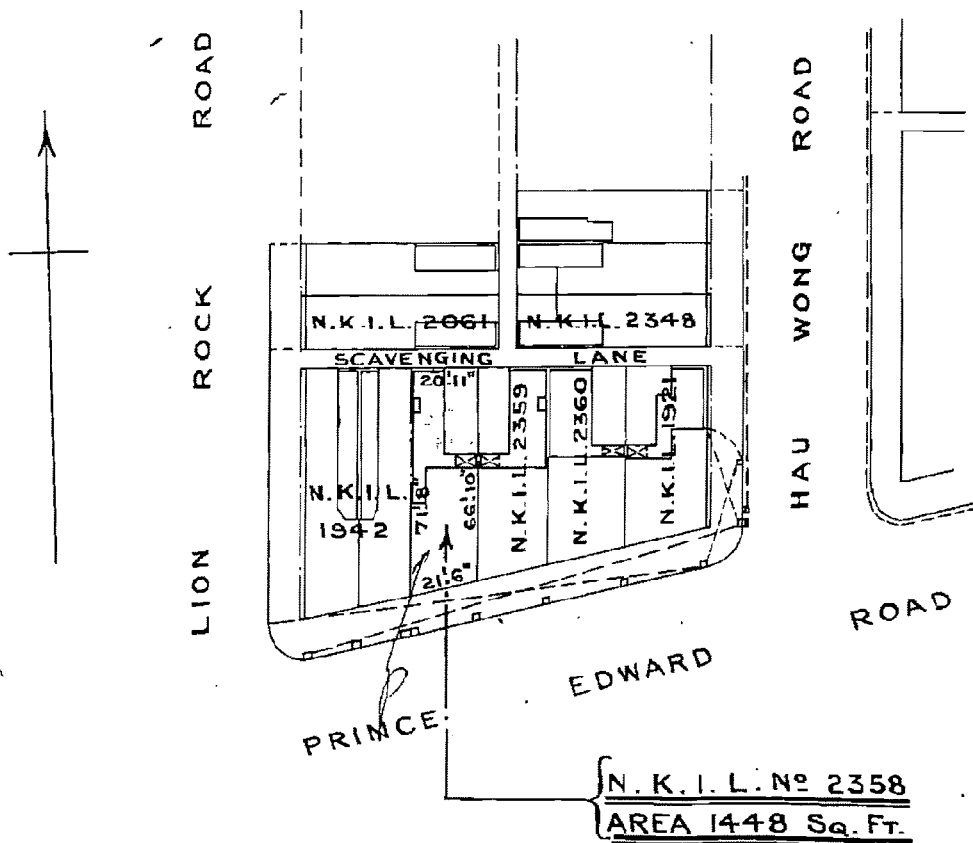
Annual Crown Rent \$ *16<sup>00</sup>*

Registered Vol.: C *L* / X Fol.: *124*  
*Witnessed*

*Land Officer.*

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# NEW KOWLOON INLAND LOT N° 2358



N. K. I. L. N° 2358  
AREA 1448 Sq. Ft.

*AB Reed*

SUPERINTENDENT OF  
CROWN LANDS & SURVEYS

SCALE 50 FT TO ONE INCH

