

## **Appendix Va**

Block Government Lease of DD313 (Extracts)

# This Indenture

made the eighteenth day of March

One thousand nine hundred and four

Between One 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 the several persons, clans, families and "tongs" whose names are set out in the Schedule hereunder written or in any Schedule which may hereafter be substituted therefor and may be certified by the Governor of Hongkong to embody the same awards of the Land Court of the New Territories as are embodied in the Schedule hereunder written, or in any Supplemental Schedule signed by the said Governor which may hereafter be attached hereto (which original Schedule, Substituted Schedule and Supplemental Schedules are hereinafter included in the expression "the Schedule hereto") and each of whom and whose respective Heirs, Executors, Administrators, Managers and Assigns are where not inapplicable hereinafter included under the designation of "the Lessee" of the other part.

Whereas Sir MATTHEW NATHAN, Knight Commander of the most Distinguished Order of Saint Michael and Saint George is now the duly constituted and appointed Governor and Commander-in-Chief of the Colony of Hongkong and its Dependencies and is duly authorized to enter into these presents in the name and on behalf of His said Majesty

Now this Indenture witnesseth that in consideration of the covenants and stipulations hereinafter reserved and contained by and on the part and behalf of each Lessee respectively to be paid done and performed, His said Majesty KING EDWARD VII. doth hereby grant and demise unto each Lessee All that piece or parcel of ground situate, lying and being in Santa Island District No. San Tin in the New Territories in the Colony of Hongkong set out and described in the Schedule hereto opposite to the name of such Lessee And which said piece or parcel of ground is more particularly delineated and described on the plan or plans of Survey District No. San Tin attached hereto according to the lot number set out in the Schedule hereto opposite to the name of such Lessee and marked on the said plan together with the messuages, erections and buildings thereon And all the easements and appurtenances whatsoever to the said demised premises belonging or in anywise appertaining, EXCEPT

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 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, His Heirs, Successors or Assigns may require for the Roads, Public Buildings, for 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, 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 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;

AND ALSO SAVE AND EXCEPT 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 demised premises for the purpose of making, laying, erecting, inspecting or repairing the same or otherwise in connection therewith.

Co-hab and to hold unto each Lessee the said piece or parcel of ground and hereby expressed to be demised to such Lessee with their and every of their appurtenances from the first day of July One thousand nine hundred and Ninety-eight for and during and unto the full end of the term of Seventy-five years, except in the case opposite which a different term of years or tenancy is stated in the Schedule hereto which lots shall be held for the term of so stated. Subject nevertheless to all existing Public or Private rights and easements in, over, along through or under premises or any part or parts thereof respectively, or in anywise appertaining thereto and subject also to such mortgages, estates and interests (if any) as are mentioned in the Schedule hereto or are duly entered against the same or

thereof in the Land Office and subject to all existing rights of all persons occupying the said premises as tenants or mortgagors and paying therefor yearly and every year the sum stated in the Schedule hereto against the said Lot number or

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fixed in lieu thereof under the provisos next hereinafter contained 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 current year becoming due on the thirtieth day of June One thousand nine hundred and five: **Provided always and it is hereby agreed and declared** that on the expiration of the first ten years of the term hereby granted the rent hereby reserved shall cease and thereafter such rent shall be paid and become payable in respect of the said premises for the residue of the term hereby granted as shall be fairly and impartially fixed by the Surveyor to His said Majesty, His Heirs, Successors or Assigns (now the Director of Public Works) as the fair and reasonable rental value of the ground at that date; **Provided also** that in the event of any building being erected on any premises expressed to be demised 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: **And** each Lessee for himself and herself and for his and her own acts and deeds only and not the one for the other of them doth hereby covenant with His said Majesty, His Heirs, Successors and Assigns by these presents in manner following, that is to say, that the Lessee shall and will yearly, and every year, during the said term hereby granted, well and truly pay or cause to be paid to His said Majesty, His Heirs, Successors and Assigns, the said yearly Rent stated in the Schedule hereto opposite the Lot number of the premises demised to him or her or such other rents as shall become payable under the provisos 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 during all 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 to him or her or any part thereof: **And** will pay the said taxes, rates, charges and assessments for each and every year by annual payments in advance with the rent hereinbefore 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 hereafter 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 messuage or tenements, and all other erections and buildings, now or at any time hereafter standing upon the said pieces or parcels of ground hereby expressed to be demised, 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, **And** the said messuage or tenement, erection, buildings and premises being so well and sufficiently repaired, sustained and amended, at the end or sooner determination of the said term hereby 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 said term, at all reasonable times in the day, to enter and come into and upon the said premises hereby expressed to be demised to view, search, and see, the conditions of the same, and of all decays, defects, and wants of reparation 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 this demise, 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 hereby expressed to be demised 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 demised 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 hereby expressed to be demised for any part of the term hereby expressed to be granted without forthwith registering such alienation in the Land Office, or such other Office as may be instituted for the purposes of Land Registration in the said Colony of Hongkong, and paying all reasonable fees and other expenses thereon:

**Provided** always, and it is hereby agreed and declared, that in case the said yearly rents hereinbefore 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 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 hereby expressed to be demised in respect of which such rent shall be in arrear or such breach or non-performance shall have occurred 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 these presents had not been made, and the Lessee and all other occupiers of the said premises thereout and thence utterly to expel, put out and amove, this Indenture or anything contained herein to the contrary notwithstanding: **Provided** also, and it is hereby 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 premises hereby expressed to be demised, 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 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 each Lessee shall in such cases where the premises are demised for a term of Seventy-five Years be entitled on the expiration of the said term of Seventy-five Years to a renewed Lease of the premises respectively demised to him or her for a further term of twenty-four Years less three days without payment of any Fine or Premium therefor and at the Rent hereinafter 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 hereby granted 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 contained in this present Lease with the exception of this proviso for renewal which shall not be contained in such new Lease. **In Witness** whereof the said SIR MATTHEW NATHAN duly authorized by His said Majesty as aforesaid hath executed these presents, and hereunto set the Public Seal of the Colony of Hongkong aforesaid, in the Name and on behalf of His said Majesty.

*Matthew Nathan*

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Examined and certified to be correct,

*R. Wood*

Member, Land Officer



DISTRICT NO. 313

Lantau Island

Lot No.	Serial No.	Area	Description of Lot	Name of Owner		Address	Crown Rent	REMARKS
				Chinese	Transliteration			
23	58	0.11	Dry Cuck. (1.5)	邱喜興	Yau Si Hing	Kat Hong St. Lane	\$ 4	
274	103	0.12	"	劉九	Lau Kau	do	6 1/2	Backland. Not used for Crown lease
275	054	0.1	"	葉樹程	Yip Shu Ching	do		do
36	54 336	0.11	"	"	do	Kat Hong St. Lane		Backland. Not used for Crown lease
27	nd	0.19	bank	"	do	do	11	do Recm! do
38	01	0.1	of Gallons	"	do	do		Arden land
27	01	0.1	"	"	do	do		do
40	01	0.1	"	"	do	do		do
41	169	12.70	house & land	"	do	do		do
42	200	0.2	bank	"	do	do		do
43	261	183.08	Pad; followed by 李敦仁堂	李敦仁堂	Li Tun Yin Tong	153 B.R.C., HK 3rd	2 40	Recd for Crown lease
44	257	0.09	李敦仁堂	李敦仁堂	Li Tun Yin Tong	100 B.R.C., HK 3rd	29	Vide Rep. VI. 52: P. 62. Recd
45	263	0.430	field	"	do	do		do
46	188, 101	0.01	Pad; followed by 李敦仁堂	李敦仁堂	Li Tun Yin Tong	153 B.R.C., HK 3rd	5 75	Recd for Crown lease
47	268	0.17	Dry Cuck. house & land	李敦仁堂	Li Tun Yin Tong	do	1 20	Recd for Crown lease
48	118	0.04	李敦仁堂	李敦仁堂	Li Tun Yin Tong	Wing Hong	63	Recd for Crown lease
49	117	0.04	李敦仁堂	李敦仁堂	Li Tun Yin Tong	Wing Hong	2	Recd for Crown lease
50	118	0.01	李敦仁堂	李敦仁堂	Li Tun Yin Tong	Wing Hong	50	Recd for Crown lease
51	118	0.01	李敦仁堂	李敦仁堂	Li Tun Yin Tong	Wing Hong	1	Recd for Crown lease
52	6	0.01	李敦仁堂	李敦仁堂	Li Tun Yin Tong	Wing Hong	50	Recd for Crown lease
53	5	0.01	李敦仁堂	李敦仁堂	Li Tun Yin Tong	Wing Hong	50	Recd for Crown lease
54	1	0.01	李敦仁堂	李敦仁堂	Li Tun Yin Tong	Wing Hong	50	Recd for Crown lease
55	15	0.01	李敦仁堂	李敦仁堂	Li Tun Yin Tong	Wing Hong	50	Recd for Crown lease
56	1	0.01	李敦仁堂	李敦仁堂	Li Tun Yin Tong	Wing Hong	50	Recd for Crown lease
57	1	0.01	李敦仁堂	李敦仁堂	Li Tun Yin Tong	Wing Hong	50	Recd for Crown lease
58	1	0.01	李敦仁堂	李敦仁堂	Li Tun Yin Tong	Wing Hong	50	Recd for Crown lease
59	1	0.01	李敦仁堂	李敦仁堂	Li Tun Yin Tong	Wing Hong	50	Recd for Crown lease
60	218	0.10	Dry Cuck. (1.5)	李敦仁堂	Li Tun Yin Tong	153 B.R.C., HK 3rd	1 00	Recd for Crown lease
61	244	0.02	李敦仁堂	李敦仁堂	Li Tun Yin Tong	do	1 00	Recd for Crown lease
62	107	0.01	李敦仁堂	李敦仁堂	Li Tun Yin Tong	do	1 00	Recd for Crown lease
63	119 264 255 54	0.01	李敦仁堂	李敦仁堂	Li Tun Yin Tong	do	1 00	Recd for Crown lease
64	179	0.01	李敦仁堂	李敦仁堂	Li Tun Yin Tong	do	1 00	Recd for Crown lease