

HONGKONG.

REPORT

FROM THE

HONGKONG LAND COMMISSION

OF

1886-1887,

ON THE HISTORY OF THE

SALE, TENURE, AND OCCUPATION OF THE CROWN LANDS OF THE COLONY

WITH RECOMMENDATIONS FOR THEIR FUTURE REGULATION AND CONTROL AND
THE FACILITATION OF TRANSFER AND ALSO ON THE ALLEVIATION
OF OVERCROWDING IN THE CITY OF VICTORIA
TOGETHER WITH APPENDIX.



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REPORT OF THE HONGKONG LAND COMMISSION OF 1886-1887.

*Presented to the Legislative Council, by Command of His Excellency
the Officer Administering the Government,
on the 23rd September, 1887.*

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COMMISSION

OF

His Excellency the Officer Administering the Government.

[L.S.] W. H. MARSH.

Whereas it is expedient that a Commission should be appointed to enquire into and report upon the system of leasing or otherwise disposing of Crown Lands, and to suggest any alterations or improvements therein, or to facilitate the transfer of land held directly or indirectly from the Crown and generally to report upon any means that can be adopted by the Government in the disposal of land to check overcrowding in the more thickly populated parts of the City: Now, therefore, I WILLIAM HENRY MARSH, Companion of the Most Distinguished Order of Saint Michael and Saint George, Officer Administering the Government of the Colony of Hongkong and its Dependencies and Vice-Admiral of the same, do hereby appoint you Sir GEORGE PHILLIPPO, Knight, Chief Justice; The Honourable EDWARD JAMES ACKROYD, Acting Attorney General; The Honourable JOHN MACNEILE PRICE, Surveyor General; ALEXANDER PALMER MACEWEN, Esquire, Justice of the Peace; and HO KAI, Esquire, Justice of the Peace, to be a Commission to make such Inquiry and to take evidence for the purpose, and to report to me the evidence and your opinion thereon; and I hereby charge all persons in the public service to assist you herein.

Given under my Hand and the Public Seal of the Colony, this 30th day of April, 1886.

By Command,

FREDERICK STEWART,
Acting Colonial Secretary.

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LAND COMMISSION REPORT.

A Commission was issued by the Officer Administering the Government on the 30th of April, 1886, appointing the undersigned Commissioners for the purpose of inquiring into and reporting upon the system of leasing or otherwise disposing of Crown Lands, and to suggest any alterations or improvements therein, or to facilitate the transfer of land held directly or indirectly from the Crown, and generally to report upon any means that can be adopted by the Government in the disposal of land to check overcrowding in the more thickly populated parts of the City. They were also empowered to receive evidence for that purpose, and to report the evidence and their opinion thereon.

Mr. BRUCE SHEPHERD, Deputy Land Officer, was appointed Secretary to the Commission on the 4th May, 1886, and on the 9th October following, Mr. JAMES SAMPSON then temporarily attached as Surveyor to the Public Works Department was appointed Land Surveyor to the Commission for the purpose of obtaining information required by the Commissioners with reference to the numbers, dwellings, areas of ground occupied, and other requisite particulars concerning the villagers in the outlying districts and the nature of their occupancy.

The inquiries of the Commission were necessarily divided under four heads:—

- 1st. The system of selling and granting Crown Lands upon Lease or otherwise.
- 2nd. The registration of deeds and documents in the Land Office, including the system of dividing and sub-dividing the lots granted upon Lease by the Leaseholders into sections and sub-sections and sections of sub-sections.
- 3rd. The occupancy of Land in the villages other than under Crown Leases.
- 4th. The overcrowding in the City of Victoria, its causes, and methods of alleviation.

The extent and nature of these subjects induced the Commissioners to prepare a series of questions upon most of the matters under inquiry in order that answers and information might be obtained after due consideration, a copy of which is annexed, and on the 16th February, 1887, these questions were circulated among upwards of 100 of the principal Landowners, Barristers, Solicitors, Surveyors, and others having special knowledge of the subjects under inquiry, and, as the result, information and answers have been presented to the Committee by 66 individuals and important evidence has thereby been obtained.

These answers have been presented by 10 European Landowners, 34 Chinese Landowners (31 of whom have given their answers and opinions in one body), 12 Barristers and Solicitors, 4 Surveyors and Auctioneers, and 6 by Government Officers having special knowledge of the subjects under consideration.

Seven sittings of the Commission have been held in the Chambers of the Chairman.

THE SYSTEM OF SELLING AND GRANTING CROWN LANDS
UPON LEASE OR OTHERWISE.

The disposition of Crown Lands by sale commenced with the earliest days of the Colony. Possession was taken of the Island of Hongkong on behalf of the Crown on the 26th January, 1841, and on the 1st May of the same year, the following public notice of the first land sale and declaration of the conditions upon which allotments of land would be made, was published by Captain (afterwards Sir CHARLES) ELLIOT, the then "Chief Superintendent of the Trade of British subjects in China, and holding full powers, under the Great Seal of the United Kingdom of Great Britain and Ireland, to execute the Office of Her Majesty's Commissioner, Procurator, and Plenipotentiary in China."

PUBLIC NOTICE AND DECLARATION OF 1ST MAY, 1841.

"The following Notice is published for general information. But the necessary particulars not having yet been obtained regarding the portions of land already surveyed, the blanks relating to number and extent of allotments and period of sale, cannot yet be filled up.

"Arrangements having been made for the permanent occupation of the Island of Hongkong it has become necessary to declare the principles and conditions upon which allotments of land will be made, pending Her Majesty's further pleasure.

"With a view to the reservation to the Crown of as extensive a control over the lands as may be compatible with the immediate progress of the establishment, it is now declared that the number of allotments to be disposed of from time to time will be regulated with due regard to the actual public wants.

"It will be a condition of each title that a building of a certain value, hereafter to be fixed, must be erected within a reasonable period of time on the allotments; and there will be a general reservation of all Her Majesty's rights. Pending Her Majesty's further pleasure the lands will be allotted according to the principles and practice of British laws upon the tenure of quit rent to the Crown.

"Each allotment to be put up at public auction at a certain upset rate of quit rent and to be disposed of to the highest bidder; but it is engaged upon the part of Her Majesty's Government, that persons taking land upon these terms shall have the privilege of purchasing in freehold (if that tenure shall hereafter be offered by Her Majesty's Government), or of continuing to hold upon the original quit rent, if that condition be better liked.

"All arrangements with natives for the cession of lands, in cultivation, or substantially built upon, to be made only through an officer deputed by the Government of the Island; and no title will be valid, and no occupancy respected, unless the person claiming shall hold under an instrument granted by the Government of the Island, of which due registry must be made in the Government Office.

"It is distinctly to be understood, that all natives, in the actual occupancy of lands, in cultivation, or substantially built upon, will be constrained to establish their rights, to the satisfaction of the land officer, and to take out titles, and have the same duly registered.

"In order to accelerate the establishment, notice is hereby given, that a sale of town allotments, having a water frontage of yards, and running back yards, will take place at Macao on the instant, by which time, it is hoped, plans, exhibiting the water front of the town, will be prepared.

"Persons purchasing town lots will be entitled to purchase suburban or country lots of square acres each, and will be permitted, for the present, to choose their own sites, subject to the approval of the Government of the Island.

"No run of water to be diverted from its course without permission of the Government.

(Signed), "CHARLES ELLIOT."

"Macao, 1st May, 1841."

[Hongkong Gazette, 1st and 15th May, 1841.]

On the 7th June, 1841, a Notice under the hand of Sir CHARLES ELLIOT was advertised of the proposed sale of the annual quit rents of 100 lots of land with water frontage and of 100 town or suburban lots, as follows:—

PUBLIC NOTICE OF 7TH JUNE, 1841.

"Notice is hereby given, that a sale of the annual quit rent of 100 lots of land having water frontage will take place at Hongkong, on Saturday, the 12th instant, as also of 100 town or suburban lots. The dimensions of the respective lots will be specified and defined on the spot by the Commanding Officer of Engineers, to whom parties are referred for further particulars.

"The titles will be delivered on payment of the rent, and the minimum value of the buildings to be erected on the lots, and the period allowed for erection, will also be then declared.

(Signed), CHARLES ELLIOT,
Chief Superintendent,
charged with the Government of Hongkong.

"Macao, 7th June, 1841."

The sale advertised for the 12th was postponed to the 14th June, 1841, when it had been found impossible to put up the number of lots (200) as advertised in the Government Advertisement of the 7th of that month, and only 50 lots having a sea frontage of 100 feet each, or nearly so, were offered for sale, and it will be observed, from the following copy of the terms of that sale, that not only was the frontage not defined, but the depth from the sea to the road (the present Queen's Road), was stated to necessarily vary considerably, and that the parties, (intending purchasers), would have the opportunity of observing the extent for themselves.

TERMS OF SALE ON 14TH JUNE, 1841.

"1. Upon a careful examination of the ground, it has been found impossible to put up the number of lots named in the Government Advertisement of the 7th instant, and only 50 lots, having a sea frontage of 100 feet each, can at present be offered for sale. These lots will all be on the seaward side of the road. Lots on the land side of it, and hill and suburban lots in general, it will yet require some time to mark out.

"2. Each lot will have a sea frontage of 100 feet, nearly. The depth from the sea to the road will necessarily vary considerably. The actual extent of each lot as nearly as it has been possible to ascertain it will be declared on the ground. And parties will also have the opportunity of observing the extent for themselves.

"3. The biddings are to be for annual rate of quit rent, and shall be made in pounds sterling, the dollar in all payments to be computed at the rate of 4s. 4d. The upset price will be £10 for each lot, the biddings to advance by 10s.

"4. Each lot having been knocked down to the highest bidder, he will receive an acknowledgment that he is the purchaser of the lot; and this acknowledgment will be exchanged for a more formal title, as soon as the precise measurement and registration of the lots shall be completed.

"5. Upon delivery of the titles, the purchasers will be called on to pay the rent for the first year reckoning from the date of sale.

"6. They will also be required to erect upon each lot a building of the appraised value of \$1,000 or to incur upon the land an outlay to that amount, within a period of six months from the date of sale. As security for the performance of this engagement a deposit of \$500 shall be paid into the hands of the Treasurer to the Superintendents within one week from the day of sale, the deposit repayable as soon as an equal amount shall have been expended. Non-compliance with these terms will incur forfeiture of the deposit and allotment.

(Signed), J. ROBERT MORRISON,
"Acting Secretary and Treasurer to the
Superintendents of Trade."

Sir CHARLES ELLIOT'S object respecting the disposition of the Crown Lands, pending the pleasure of Her Majesty's Government, appears in a letter addressed by him, immediately after the first land sale, to MESSRS. JARDINE, MATHESON & Co. and MESSRS. DENT & Co., as follows:—

"MACAO, 17th June, 1841.

"GENTLEMEN,—Having had under my consideration the particulars of the first sale of lots in Hongkong on the 14th instant, I am of opinion that I shall be consulting the best interests of the establishment in making immediate public declaration of my purpose to move Her Majesty's Government, either to pass the lands in fee simple for one or two years purchase at the late rates, or to charge them in future at no more than a nominal quit rent, if that tenure continue to obtain.

"My own object respecting the disposal of lands, pending the pleasure of Her Majesty's Government, was, to secure to firms and all other persons, British and Foreigners, having permanent interests in the country, sufficient space for their necessities, at moderate rates, with as little competition as might enable parties to accommodate themselves according to their respective wants.

"I feel assured, upon attentive reflection, that steady adherence to this rule will be found most conducive to the well understood interests of the establishment, and to the fair claims of persons on the spot. Parties falling within the description I have specified, not yet supplied with lots, will soon be in a situation to accommodate themselves.

"May I request you, Gentlemen, to circulate this letter.—I have, &c.,

(Signed), CHARLES ELLIOT.

"Messrs. JARDINE, MATHESON & Co., and Messrs. DENT & Co."

[Hongkong Gazette, June 25th, 1855.]

It would appear from the following Government Notification that in the interval between the sale of 14th June, 1841, and the 15th October following, it was determined to sell lots of land for building purposes at fixed rates of annual rental without public competition.

GOVERNMENT NOTIFICATION of 15th October, 1841.

"1. With reference to the Public Notice and declaration under date the 1st May, 1841, it is now found desirable that persons applying for lots of land for the purpose of building upon, should be at once accommodated upon terms which will be made known to them by application in person to the Land Officer.

(Signed), A. R. JOHNSTON,
*Deputy Superintendent charged with the Government
of the Island of Hongkong.*

"Hongkong, 15th October, 1841."

The terms of sale referred to in this Notification were the average rate of rental realised at the sale on the 14th June, 1841, and at the rate of £20 per annum per quarter acre for Town Inland Lots and £5 per quarter acre for Suburban Inland Lots.

Owing to the uncertain description of the lots sold, the claims made for allotments of land, the alteration, curtailment and enlargement of boundaries by the making of new roads, and the uncertain tenure upon which the land was to be held, difficulties began to arise in the following year, when the then Governor Sir HENRY POTTINGER issued a Notification as follows:—

GOVERNMENT NOTIFICATION OF 22ND MARCH, 1842.

"His Excellency Sir HENRY POTTINGER, Bart., Her Britannic Majesty's Plenipotentiary, &c., deems it expedient to intimate to all persons interested in the subject, that it is his intention to appoint very shortly, a Committee consisting of not less than three members, to investigate any claim that may yet be pending, regarding allotted locations of ground of whatever description and finally to define and mark off the limits of all locations that have yet been sold or granted upon any other terms.

"The Committee will likewise definitely fix the direction, breadth, &c., &c., of the "Queen's" and all other public roads, within the settlement, and will be empowered to order the immediate removal of any encroachments that may be found to have been unauthorizedly made upon them, the expense of such removals being chargeable to the individuals, to whom the locations, in which they have been made belong.

"The Committee will further be instructed to turn its attention to the examination of the best points for laying down new lines of roads, beyond those that have already been marked off, with a view of providing locations, to meet the demands that may be expected from the rapidly increasing population of the Colony, both European and Native; and any suggestions that individuals may wish to offer on this part of the Committee's proceedings will receive from it the fullest consideration, but it is at the same time expressly notified that no purchases of ground by private persons, from natives formerly or now in possession, will be recognized or confirmed unless the previous sanction of the constituted authorities shall have been obtained, it being the basis of the footing on which the Island of Hongkong has been taken possession of, and is to be held pending the Queen's Royal and Gracious Commands, that the proprietary of the soil is vested and appertains solely to the Crown. On the same principle, the reclaiming of land beyond high water mark, must be deemed an infringement on the Royalties of Her Majesty, and it is therefore positively prohibited by any private persons.

GOD SAVE THE QUEEN.

(Signed), HENRY POTTINGER.

"Hongkong, Government House, this 22nd March, 1842"

The Land Committee was appointed on the 29th March, 1842, by the Governor, as follows:—

“With reference to the Notification dated on the 22nd instant, the following gentlemen are appointed a Committee to carry into effect the objects therein described.

With the sanction of Major-General BURRELL, C.B.,

{	Major MALCOLM.
	Captain MEIK, H.M.'s 49th Foot.
	Lieut. SARGENT.

R. WOOSNAM, Esq.

With the sanction of Capt. Sir THOMAS HERBERT, K.C.B.,

}	Mr. PASCO, 2nd Master of H.M.'s Ship “ <i>Blenheim</i> .”
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“Captain MYLIUS, Land Officer, will attend the Committee for the purpose of giving effect to its proceedings, by laying down the necessary Land Marks, Boundaries, Roads, &c., &c.

“The Committee will report to Government any cases in which they are of opinion that the native Chinese should be remunerated for ground which was in their possession previous to the occupation of the Island by Her Majesty's forces, and which may have been appropriated, as well as the amount of remuneration.

“The Committee will select the most eligible spots for building landing places, will define the limits of the Cantonments, or locations for Officers, near the different Barracks; will likewise fix the extent of ground to be preserved for the Naval Depôt, and for Dock Yards, including spots for one or more Patent Slips which it is understood are likely to be erected by Companies or individuals.

“It being the intention of Government to form a watering place for the shipping, hereafter, the Committee will select the most eligible spot with a running stream of good water for the purpose.

(Signed), HENRY POTTINGER.

“Dated at Hongkong, Government House, 29th day of March, 1842.”

This Committee appears to have granted several lots of land but made no report upon the subject.

At this time sales of lots had begun to take place from one holder to another, difficulties had already arisen as to the liabilities of the purchasers to the Crown, and as no system of registration had then been adopted the purchasers were not known except to the seller of the lot. No Lease or other deed of grant of the lots was issued to the purchaser, the “Grant” of the lot being simply an entry in a book kept by the Land Officer shewing only the name of the person purchasing and the side measurements of the lot purchased.

As a remedy for these difficulties in the future, and to provide for the registration of sales, the following Government Notification of the 2nd May, 1842, signed by the Land Officer was issued:—

“GOVERNMENT NOTIFICATION OF 2ND MAY, 1842.

“With a view to the prevention of future misunderstanding and difficulties, His Excellency Sir HENRY POTTINGER, Bart., is pleased to direct that no sales of land are to be made by the holders of Grants to other parties except with the knowledge of the Land Officer and that any sales that may have been made, or may be made in future, unless registered in the Land Office shall be held to be invalid.

“Purchasers of grants from the individuals before holding them are to understand distinctly that they will be under the same liabilities to Government as the parties from whom they purchase.

By Order,

(Signed), GEO. F. MYLIUS,
Land Officer.

“Land Office, Hongkong, 2nd May, 1842.”

Two weeks, only, afterwards, the appointment of Land Officer was temporarily abolished, and further grants of land were prohibited, and on the 27th May, 1842, a “Land and Road Inspector” was appointed.

The following are extracts from his instructions with reference to Crown Lands, the continuance of the prohibition against further grants of land, the prevention of encroachments on unappropriated lands or upon roads, and the registration of the sales and transfers of land in his Office.

“EXTRACT FROM INSTRUCTIONS OF 27TH MAY, 1842.

“As the existing prohibition against further grants of land is to continue in full force pending the receipt of commands from Her Majesty’s Government, it will not even be necessary for you to bring any applications on that subject to the notice of the Deputy Superintendent who will be charged with the Civil Government of the Island during the absence of His Excellency Sir HENRY POTTINGER, Bart.

“You are to take the utmost care to prevent any encroachments on the unappropriated lands in any part of this Island or on the roads, whether completed, or now in progress, and should anything of the kind come to your knowledge, you will, whatever be the plea or pretence assigned, instantly stop the work and report the circumstance to the Deputy Superintendent.

“Ground will probably, however, be required for the erection of Barracks, and other Military Buildings on different parts of the Island, and regarding it you will receive directions from the Deputy Superintendent.

“You will register in your office all sales and transfers of land, in conformity with the Notification issue by the Land Officer on the 2nd, and published in the *Friend of China* and *Hongkong Gazette* of the 5th instant.”

(Signed), J. ROBT. MORRISON,
Acting Secretary and Treasurer.

GRANTS OF LAND UNDER THE CHARTER OF THE COLONY AND HER MAJESTY’S INSTRUCTIONS.

The Island of Hongkong, and its Dependencies, were erected into the “Colony of Hongkong” by Royal Charter bearing date the 5th April, 1843, (or nearly two years after the first Land Sale), and full power and authority is thereby given to the Governor of the Colony for the time being, in the name of Her Majesty and on Her behalf, (but subject nevertheless to such provisions as might be in that respect contained in any Instructions which might from time to time be addressed to him by Her said Majesty) to make and execute, in the name and on the behalf of Her said Majesty, under the Public Seal of the said Colony grants of land to Her said Majesty belonging within the said Colony to private persons for their own use and benefit, or to any persons, bodies politic or corporate, in trust for the public uses of Her said Majesty’s Subjects there resident or any of them.

Her Majesty’s Instructions also dated the 5th April, 1843, directed to Sir HENRY POTTINGER prescribe with reference to the disposal of further Crown Lands, and the reservation of lands for roads, &c. as follows:—

“And it is Our further Will and pleasure that no such lands shall be sold or let except at public auction; and that at every such auction, the lands to be then sold or let, be put up at a reserved, or minimum price equal to the fair reasonable price and value or annual rent thereof.”

“And it is Our pleasure, and We do further direct you to ascertain what particular lands it may be proper to reserve in the said Colony for public roads and other internal communication whether by land or by water, or as the sites of Towns, Villages, Churches, School-houses or Parsonage-houses, or as places for the interment of the dead, or as places for the future extension of any existing Towns or Villages, or as places fit to be set apart for the recreation and amusement of the inhabitants of any Town or Village, or for promoting the health of such inhabitants or as the sites of quays or landing places, which it may at any future time be expedient to erect, form, or establish on the sea coast, or which it may be desirable to reserve for any other purposes of public convenience, utility, health or enjoyment, and you are to cause such tracts, pieces or parcels of land as may appear best adapted to answer and promote the several public purposes before mentioned, to be distinguished on the public charts of the said Colony, or in some other authentic manner. And it is Our Will and pleasure and We do strictly enjoin and require you that you do not on any account, or on any pretence whatsoever, grant, convey or demise to any person or persons, any of the lands so specified, as fit to be reserved as aforesaid, nor permit or suffer any such lands to be occupied by any private person for any private purposes.”

On the 10th April, 1843, the progress of further buildings was ordered to be stopped until final arrangements with reference to the land already sold had been concluded and the Land Officer, (who had then been again appointed), was authorized to take summary measures to prevent encroachments, a Government Notification of that date being issued as follows:—

GOVERNMENT NOTIFICATION OF 10TH APRIL, 1843.

“In consequence of instructions recently received from Her Majesty’s Government, and until defined regulations can be framed and promulgated grounded upon those instructions, His Excellency Sir HENRY POTTINGER, Bart., K.C.B., &c. &c., is pleased to notify as follows:—

"1st. All persons holding land of any denomination on the Island of Hongkong, are hereby required to send in the fullest explanations as well as the proofs they possess of their claims to such land, to the Land Officer with the least possible delay.

"2nd. The Land Officer has been authorized and instructed to prevent the commencement of any further buildings upon, or clearing away of, locations, until final arrangements can be made

"The Land Officer has also been authorised and instructed to take summary measures in concert with the Chief Magistrate, to put a stop to all buildings that may be in progress on locations of whatever denomination, where the explanation or proof submitted, may appear to him to be at variance with his present instructions and also in cases where the explanation and proofs now called for may be delayed beyond a reasonable time.

"3rd. The Land Officer has further been authorised and instructed to summarily prevent the progress of all buildings, on locations which may, in his opinion, encroach on the present, or any future line of roads or streets, and to oblige all persons to confine themselves to the exact dimensions of the Lots which were originally allotted to them.

"4th. It has been repeatedly intimated that the terms and tenure of holding all Lands on the Island of Hongkong, were to depend solely upon the pleasure and commands of Her Majesty's Government and the information called for in this notification is required before such terms and tenure can be announced to the public.

By Order,

(Signed), RICHARD WOOSNAM.

"Hongkong, Government House, 10th April, 1843."

In August, 1843, the Governor having received instructions from Lord STANLEY, then Her Majesty's Principal Secretary of State for the Colonies, directing him to abstain from alienating any of the land on the Island for any time of greater length than might be necessary to induce and enable the tenants to erect substantial buildings, &c., and refusing to sanction any such grants as had already been made, but with a promise that an enquiry should be instituted into the equitable claims of all holders of land to a confirmation, either permanent or temporary, of their titles, issued the following Government Notification:—

GOVERNMENT NOTIFICATION OF 21ST AUGUST, 1843.

"His Excellency the Governor having had under his careful consideration the instructions which he has received from Her Majesty's Government on the subject of Crown Lands in this Colony is pleased to publish the following extracts of a despatch from Her Majesty's Principal Secretary of State for the Colonies.

"Sir HENRY POTTINGER is to abstain from alienating any of the land on the island, either in perpetuity or for any time of greater length than may be necessary to induce and enable the tenants to erect substantial buildings, &c.

"But with the general prohibition against the alienation of Crown Lands, and with the general refusal to sanction any such grants as may have already been made, Lord STANLEY would connect a promise that immediately on the establishment of a regular Government in the place an enquiry should be instituted, by some competent and impartial authority, into the equitable claims of all Holders of Land, to a confirmation either permanent or temporary, of their titles so far as they could be confirmed consistently with a just regard to the interests of Society at large."

"With advertence to the principle laid down in the above extracts it will be understood that Her Majesty's Government do not recognize the validity of any grants, or sales of Land that may have been made or may have taken place under any authority whatsoever previous to the exchange of the ratification of the Treaty upon which event the Island of Hongkong became a *bonâ fide* possession of the British Crown, and from which day the payment of rents derivable from such Land will only be held to commence.

"In obedience to the intimation conveyed in one of the preceding extracts, His Excellency the Governor in Council is pleased to appoint,—

A. G. GORDON, Esq., *Land Officer, &c.*

Captain D'HAVILLAND, *H.M.'s 55th Regt., Assistant Surveyor, and*

CHARLES EDWARD STEWART, Esq., *Treasurer and Financial Secretary to Government.*

to be a Committee assisted by RICHARD BURGASS, Esq., Legal Adviser to Government, to enquire into the equitable claims of all Holders of Lands, to define the classes to which particular lots shall henceforward belong, as well as their future annual rent, and to arrange for the disposal of further lots regarding which Her Majesty's instructions prescribe:—'And it is Our further Will and pleasure that no such lands shall be sold or let, except at public auction; and that at every such auction, the lands to be then sold or let, be put up at a reserved, or minimum price equal to the fair reasonable price and value or annual rent thereof.'"

On the 4th January, 1844, the last mentioned Committee reported that the sale of the Marine Lots gave an average annual rental of nearly £350 per acre, and looking to the fact that this was the result of a public sale, and that the purchasers were under the impression that the time for which the land was disposed of was unlimited, recommended that all the Marine Lots hitherto sold or granted should be recognised and confirmed for a period of 75 years, excepting those which had been abandoned or forfeited, and considering that, in some instances, the rate of annual rent at £20 per quarter acre at which Inland Town Lots had been sold was too low, and in others, too high, further recommended that all lots, other than Marine, that had hitherto been granted or occupied should be classified and rated according to a scale determined with reference to locality.

On the 13th January, 1844, the Committee recommended a system of classification of lots (other than Marine) for rental as follows:—

No. of Classes	At the rate of per acre per annum.
1	£160. 0.0
2	120 0.0
3	100. 0.0
4	80. 0.0
5	60. 0.0
6	40. 0.0
7	20. 0.0
8	12. 0.0
9	6. 0.0
10	3. 0.0
11	2. 0.0
12	1. 0.0
13	0.10.0

On the 28th February, 1844, an Ordinance, (No. 3 of 1844), was passed for the registration by the Land Officer, in the Land Office, of all dealings with land, or its disposition by deed or will, and providing for the priorities of registered documents, the forms of registration by Memorial, and deposit of deeds and documents for safe custody.

This Ordinance is in force at the present day without alteration or amendment.

In the same year (1844) a large number of Chinese had come over to the Colony and taken possession of land for erecting their dwellings and carrying on their business, without any grant or permission.

To check this the then Governor Sir JOHN F. DAVIS issued a proclamation directing their removal within a reasonable time as follows:—

GOVERNMENT PROCLAMATION OF 21ST OCTOBER, 1844.

“Whereas a great number of Chinese and others have, without permission and in direct opposition to Law and Custom, settled themselves upon the Queen’s Road and at divers places along the coast of this Island, and have there erected mat-houses, and in some instances even wooden houses, wherein they live and carry on business without paying any rent to the Crown for the land so occupied.

“This is to give notice, that the Surveyor General of this Colony has received my commands to give the aforesaid persons notice to remove themselves and structures within a reasonable time, and at his discretion and in default of their doing so to eject them and remove their mat sheds and other structures.

“This proclamation to be translated into Chinese and circulated throughout the Island.

“GOD SAVE THE QUEEN.

(Signed), J. F. DAVIS,
Governor, &c.

“Victoria, Hongkong, 21st October, 1844.”

[Friend of China & Hongkong Gazette, October 23rd, 1844.]

At this time also it was found that the lot holders had encroached on Crown Land, and on the space set apart for streets, by building balconies and verandahs outside the limits of their lots. The removal of these buildings was directed by the Governor and the following Government Notification of the 19th November, 1844, to that effect was published:—

GOVERNMENT NOTIFICATION OF 19TH NOVEMBER, 1844.

“As it has come to the knowledge of His Excellency the Governor, that persons have encroached on the property of the Crown, and on the space set apart for Streets, by erecting Buildings and constructing Balconies and Verandahs, extending beyond the limits of the Lots held by them on Lease: His Excellency has given instructions to have the encroachments removed; and warns all persons, that no permission will in future be granted to any one to exceed the Boundaries of his Lot, on any pretence whatever.

“By Order,

(Signed), FREDERICK W. A. BRUCE,
Colonial Secretary.

“Victoria, Hongkong, 19th November, 1844.”

In January, 1846, however, Government permission was given for the construction of Verandahs projecting beyond the boundaries of Lots over any Public Road or Street within the City of Victoria, in accordance with a plan, open for inspection at the Surveyor General's Office; and from time to time since that date regulations have been made for the more solid construction of Verandahs with the view of preventing the spread of fire, but no provision has ever been made in the Crown Lease for these erections which are, to this day, allowed by Surveyor General's licence. The consequence is that the purchaser of a house, in hundreds of cases, acquires no other title or estate in the exterior parts of the building he purchases than what would pass by his Deed of Assignment as an easement, if such an easement attached to his holding, which, under the Governor's instructions for the disposal of Land, appears to the Commissioners to be somewhat doubtful.

In consequence of complaints arising in the year 1847 from the Landowners of the Colony in regard to the land tenure of the Colony, and the high Crown Rents, it was, after much consideration, represented first by Governor Sir JOHN DAVIS and afterwards by Governor Sir GEORGE BONHAM, that the extension of the term of 75 years on which the lands of this Colony were then held, or the grant of the lands in perpetuity, would be accepted as a boon by the merchants, and Governor Sir GEORGE BONHAM suggested (Despatch No. 64 Financial of 26th August 1848) that he might be authorized to extend the term of tenure from 75 years to any other that Her Majesty's Government might approve of, and mentioned that at Singapore the term is for 999 years, and that the intention there was to convey to the landholders all the advantages that attach to a permanent grant, without saddling them with the inconvenience sometimes attending the tenure of real property.

In reply to that Despatch, Earl GREY stated (Despatch No. 76b of 4th December 1848) that fully appreciating the difficulty in proposing any plan, short of the actual reduction of the rents, which would prove entirely satisfactory to the general body of Landowners, he was inclined to concur in the opinion that to extend the term of the existing leases would be the most expedient course to adopt. Earl GREY then authorized the Governor to take the necessary measures for granting these leases in virtual perpetuity for the term of 999 years. Thereupon the following Government Notification was published:—

GOVERNMENT NOTIFICATION OF 3RD MARCH, 1849.

“It is hereby notified that, under instructions from Her Majesty's Principal Secretary of State for the Colonies, all Crown Leases heretofore granted for a term of 75 years may be extended for a further term of 924 years.

“All Tenants of the Crown who may be desirous of availing themselves of the above concession will, on application at the Surveyor General's Office, receive the directions necessary to enable them to obtain a prolongation of their respective Leases in conformity with the above instructions.

By Order,

(Signed), W. CAINE,
Colonial Secretary.

“Colonial Office, Hongkong, 3rd March, 1849.”

In the year 1849 the tenure of the land of the Colony was again the subject of consideration, and a Committee, consisting of the then Colonial Treasurer, Surveyor General, Assistant Commissary General, and two Merchants, were appointed to report upon the landed tenure generally, and to represent individual cases in which the amount of rent paid seemed extravagant. Another subject offered to the Committee at this time for its consideration and opinion was whether it would not be for the interest of the Colony to reserve in all future Land Sales a portion only of the price in the form of rental, the competition being made to turn upon the premium offered.

In their joint letter of report dated 18th May, 1850, the Committee on this occasion represented the difficulty, which already then existed, of disposing of landed property in consequence of the inability of lessees to transfer a subdivision of their lots. In many cases several houses were, at that time, built upon one lot and it was considered convenient for the owner to dispose of a portion or portions of it which, under the prevailing system, he was unable to effect. The Committee then recommended that such sales and transfers be permitted and fresh titles granted by Government, stating that the restrictions then felt would thus be removed and an enhanced value be given to property in the Colony.

Upon this subject the then Governor Sir SAMUEL G. BONHAM took the opinion of Mr. STERLING, the Attorney General, whose opinion dated August, 1850, was as follows:—

“The Crown Lessee unless prohibited by his lease may make sub-leases; this being so, house property is similarly circumstanced here, as in all towns in England.

“If in any case the Crown be willing to adopt the under-tenant as its immediate lessee it can do so, (supposing there be no liens or encumbrances attaching to the head lease), in its own discretion, by accepting a surrender in writing of the head lease, and then granting two leases of the original lot as apportioned by the two tenants, but in doing so or in any other way interfering with the title created by the first lease, the danger will arise of interfering with the securities and remedies of unregistered encumbrances or creditors having or about to obtain executions.”

(Signed), “PAUL STERLING.

“August, 1850.”

In the remarks of Governor BONHAM upon this question to the Secretary of State (Despatch No. 85, Financial, of the 29th August, 1850), he states that, in his opinion, it would be well that parties should be allowed to dispose of portions of their properties, as recommended by the Committee; but thought the concession might be open to much abuse in cases where any party having a house erected on a large lot of ground might be desirous of getting rid of a part of the ground to a man of straw because it was useless to him, while the individual to whom it was sold having no property in the Colony might quit it leaving the Government without any means of enforcing its just claim.

In the Despatch of Earl GREY to Governor BONHAM of 2nd January, 1851, acknowledging the receipt of Governor BONHAM'S Despatch of the 29th of August preceding, Earl GREY communicated the conclusions at which he had arrived, after a careful consideration of the papers before him, and as regarded the system of selling Crown Lands to the highest bidder of an annual rent stated he was decidedly of opinion that, in future, biddings for Crown Lands should not be in the form of an advance of rent, but that any such property should be offered for lease at a moderate rent to be determined by the Crown Surveyor and that the competition should be in the amount to be paid down as a premium for the lease at the rent so reserved by parties desiring to obtain it.

And on the question of affording Crown Lessees the power of alienating portions of their lands Earl GREY stated his opinion to be that such a measure, if properly guarding against the inconveniences suggested by Governor BONHAM, and the Attorney General, would be very desirable, and it was a subject which he was quite prepared to entrust to the discretion of the Local Government.

In the inclosures accompanying the last mentioned Committee's Report, many references are made to a Parliamentary China Blue Book of 1847 which would seem, from the references made to it, to have dealt exhaustively with the disposition of Crown Lands in this Colony, but the Commissioners regret that they have been unable to obtain a copy in the Colony as it might have afforded them some very valuable information.

In June, 1875, another Commission was appointed consisting of the Attorney General, the Acting Treasurer, Mr. PHINEAS RYRIE, Mr. HENRY LOWCOCK and the Surveyor General to inquire into the alleged magnitude of Crown Rents in various parts of the City owing to the complaints which had, from time to time, been made to the Government by the holders of Crown Lands in the less populous parts of the Colony, that the rents were out of proportion to the real value of the lands, so that they could not turn the lands to profitable account, or to advantage, to the injury of the complainants and to the hindrance of the general progress of the Colony.

The Commissioners, however, reported that no reduction of Crown Rents would appreciably affect the diminished value of property in certain portions of the City.

These complaints have, however, with returning prosperity ceased, and in no single instance has any complaint, as to excessive Crown Rents, been made to the Commissioners.

The sales of Crown Land which have taken place since the year 1869, have been at a fixed annual rent with an upset price, the highest bidder above the upset price being declared the purchaser at the fixed annual rent.

ACREAGE OF HONGKONG.

The acreage of Hongkong has been estimated to be as follows:—

	<i>Acres</i> <i>cultivated.</i>	<i>Acres</i> <i>uncultivated.</i>	<i>Total.</i>
Hongkong (exclusive of Victoria,)	406	16,796	17,202
Victoria,	—	—	900
Kowloon,.....	412	1,309	1,721
Stonecutters' Island,.....	—	192	192
Totals,.....	<u>818</u>	<u>18,297</u>	<u>20,015</u>

These figures, however, are only estimated in so far as they relate to the cultivated area, and the inquiries of the Commissioners would lead them to believe that the lands actually in possession of villagers, squatters, and trespassers, &c. greatly exceed the estimate.

NUMBERS AND RENTALS OF LEASED LOTS AND THE HOUSES STANDING UPON THEM.

The following shows the number and description of leased lots with their rental as existing on the 25th December, 1886:—

	<i>No.</i>	<i>Annual Rental.</i>
Marine Lots, (for 999 years),	276	\$62,143.69
Inland Lots, („ 999 „),	947	71,019.63
Quarry Bay, Marine, (for 999 years),	1	2,534.44
Victoria Farm, („ 75 „),	42	1,067.88
Rural Building, („ 75 „),	43	3,013.01
Aberdeen, Marine, („ 999 „),	5	579.16
„ Inland, („ 999 „),	56	329.36
Apleechow, Marine, („ 999 „),	19	142.26
„ Inland, („ 999 „),	19	186.84
Sowkewan Lots, („ 999 „),	91	1,087.50
Stanley, Inland, („ 75 „),	1	1.00
Kowloon, Marine, („ 999 „),	15	10,748.85
„ Inland, („ 75 „),	113	3,270.35
„ Farm, („ 999 „),	9	240.37
„ Garden, („ 14 „),	68	2,017.32
Hunghòm, Inland, („ 75 „),	143	1,139.00
Total,.....	<u>1,847</u>	<u>\$159,520.66</u>

Resumed Lots paying no rent, but the rentals of which are now being adjusted for payment :—

Inland Lot, No. 51,	\$ 492.70
„ No. 136,	287.35
„ No. 134,	208.98
„ No. 135,	240.33
„ No. 139,	3.06
	1,232.42
	159,520.66
Total annual rental for 1886,.....	\$160,753.08
„ „ 1882,.....	\$148,450.87
	Increase in 4 Years,.....\$ 12,302.21

The total number of acres held under leases, (excluding encroachments which are not ascertained), was on the same day, (25th December, 1886), 1,118.

The houses which have been built on these lots, and upon which rates have been paid for 1886, are :—

In Victoria,	7,318
In Kowloon,	1,161
In the Villages (including the Peak),	1,512
	Total,.....9,991

The estimate of the population living in these houses at the end of the year 1886, amounts to 157,400, being an average of 18 people for each house in Victoria, 13 for each house at Kowloon and 7 for each house in the Hongkong Villages, but the Commissioners have reason to believe that the numbers are greatly under-estimated.

There are also a large number of houses and dwellings erected by squatters and on a few of the leased lots, and also a very large floating population which pay no rates, and these are not included in the above.

DIVISION OF THE LOTS INTO SECTIONS AND SUB-SECTIONS AND TITLES TO LAND.

Owing probably to the objections raised by the Governor, and the Attorney General, in 1849, before referred to, while it was considered advisable to allow transfers of sections and sub-sections of lots to be registered it was apparently considered desirable to keep the original holder, or his assignee who was owner of the Remaining Portion of the Lot, responsible for the whole of the Crown Rent.

Great difficulties have arisen in consequence, the lots have been built upon to the extent of many houses upon one lot, all owned by different people, as section holders, sub-section or section of sub-section holders; in great numbers of cases no proportion of Crown Rent was allotted on the first carving out of the sections, and consequently none on the carving out of the sub-sections or sections of sub-sections. Streets have been made over and across several lots disregarding the line of boundaries of the lots as sold and held upon lease, and very many houses have been built along the line of street frontage so that the front part of the house is on one lot, the middle of the house on another and the rear upon another, and the owner of one house would properly speaking have to pay proportions of Crown Rent to the owners of the Remaining Portions of three different lots. In very

many cases the line of the lease boundary runs through the centre of a house, in many others across the house, sometimes obliquely, in others at right angles, and the titles are often most complicated in regard to different portions of the same house, the Remaining Portion owners of the original lots find it so difficult as to render the recovery of the due proportion of Crown Rent so impracticable, that they ultimately prefer to pay the whole Crown Rent without any attempt at recovery, and thus the owner of one portion of a lot has become burdened with the Crown Rent apportionable upon another portion of the same lot. In other cases where there is no Remaining Portion owner, or where, as in many instances, the Remaining Portion is left as part of a roadway or passage way (some of the lots, as Inland Lot No. 8 comprising as many as 5 separate private streets) over which the owner of each house has a right of way, the Remaining Portion owner, by death, or absence, ceases to pay the rent of the lot, the Remaining Portion is an unsaleable property, and the Crown Rent ceases to be paid, a section holder to prevent forfeiture has to pay the whole Crown Rent without power of recovery from the owners of the other portions of the lot, as it is impossible to fix the due proportion of the Crown Rent recoverable from the other owners.

At the present time there are 5 lots, representing an annual rental of \$1,233, which were re-entered upon by the Government in October, 1885, for non-payment of Crown Rent, upon which 137 houses in the most central part of the city are standing, owned by 45 different people. This question still remains unsettled, although most of the section owners are willing to pay more than their due proportion of Crown Rent to get new leases, but all are unwilling, principally because they believe themselves to be unable, to collect proportions from other owners, particularly as no house on the borders of the lots stands within its lease boundary. In all these cases the Remaining Portion owners, who have been kept on the Rent Roll, have not a vestige of interest remaining in the lots, the original leaseholders being dead, without representatives or known estate, and the intermediate assignees, when there were Remaining Portions, having disposed of all their interest, without leaving any Remaining Portion owner.

It is true that each portion of a lot is liable to the whole of the Crown Rent, but in dealing with a number of people it is impossible to make one pay for the whole without creating, under all the circumstances of the case, an intolerable hardship upon some, to the profit of others, which should not be allowed.

The Commissioners have annexed to this their Report several tracings produced before them by the Deputy Land Officer, shewing specimens of the manner in which various lots have been divided and sub-divided, and of other complexities which the commissioners think it would be desirable to remove.

In connection with this subject the Commissioners have also appended to their Report a Petition to the Legislative Council, signed by all the Solicitors in the Colony and supported by several of the leading inhabitants, transmitting a Bill for dealing with this question, dated January, 1885. It is therein alleged that a very large number of Titles to land in the Colony have fallen into a most complicated and entangled condition, and to such an extent that there are comparatively very few titles in the Colony which the Court could force upon an unwilling purchaser.

These complications, they say, have arisen from a number of causes, viz., the exigencies of street building; the ignorance, until within recent years, which prevailed in the system of granting leases and making assignments to families and even partnership firms in an assumed unincorporate title which cannot be recognised by the Courts, and to which no legal Estate could pass; the difficulty, amounting in many cases to the impossibility, of finding in whose custody the deeds are, because no Remaining Portion of the lot has been kept, the whole lot in those cases having been divided into sections and subsections without a Remaining Portion; the number of owners who take or send their title deeds, relating to the title of others as well as to their own, out of the Colony to the mainland, to India, to

Persia, and to England; the great number of documents of title which have been destroyed by fire, or lost in transit from one place to another; the number of deeds executed under Powers of Attorney, the deeds remaining and the Powers of Attorney either lost or destroyed as useless; and the extensions of the further term of 924 years having been, in years past, granted in many cases to people on an erroneous representation of ownership.

Owing to these circumstances the sale of land with a marketable title is in the majority of cases an absolute impossibility, and unless the purchaser is a willing purchaser, or intends to keep his property in his own hands and descendants for a long term of years, the sale of landed property in the Colony has become to a great extent an impracticable undertaking.

The Commissioners would also refer to recent Judgments of the Supreme Court which they have appended to this their Report, viz., *Ow Yeong Kwon Sek v. Tang A Lok*, which shows a state of things which they believe not to have been uncommon; *Lo On v. Lee Foo Wing*, which shows that possessory rights, without registration, have been under certain circumstances acknowledged; *Chun Yik Chung v. Stephens*, which enters fully into the original mode of marking out boundaries; and The Official Administrator of the Estate of *Leung Kwong Chi v. Ho Yung* relating to land at Apli-chau, showing that leases have been granted to fictitious persons, a course which in the earlier days of the Colony the Commissioners are assured was not infrequent.

With reference to limitations of Title, and the Ordinance to that effect put forward by the Solicitors, it appears that the Ordinance was considered objectionable on the ground that it recognised possessory rights, without registration, which was considered by some undesirable. The Commissioners are of opinion, however, that with some modifications it might be advisable to adopt some of the suggestions with regard to the new Leases which may be granted, and also with regard to the investigation of Titles for the purpose of granting such new Leases; but a better opinion could be given upon this subject by those who will have the opportunity of working out the new arrangements.

In view of the Instructions issued to the Governor that no land shall be disposed of otherwise than by Auction, the question arises whether the Governor, in granting extensions of lots to Leaseholders for the purpose of adding to their holdings, or of rectifying or modifying boundaries, or in order to effect reclamations, or otherwise; the Registrar General in granting licences for squatting on Crown Lands, and the Surveyor General in granting licences for easements upon Crown Land, have been justified in doing so by such Instructions, and whether such grants are not therefore void in law *ab initio*.

No copies of Instructions have been kept in the Land Office, and where the sanction of the Secretary of State has been applied for and received, (if that were considered sufficient under the power given to the Governor by the Crown), no reference to such sanction has been made in the grant, nor has there been any such sanction recorded in the Land Office, and although a great deal of reference has been made in the Colony to missing Powers of Attorney no reference has been made by any one, apparently, to the powers of the Governor, the Registrar General, or the Surveyor General, in dealing with land or rights connected therewith from the very foundation of the Colony up to and inclusive of the present time. Everybody seems to have thought, including the authorities themselves, that the Governor, as representing the Queen, had the power to dispose of Crown Lands in any way he thought fit, and that the Surveyor General as Commissioner of Crown Lands, and the Registrar General as delegated by the Governor, had full power to grant licences affecting interests in such Lands. In fact all parties seem to have considered that, in dealing with a public Officer, they were in fact dealing with the Crown, and that the Crown was in fact bound by the action of its Officers in respect to Land, even if the Governor exceeded the powers which were delegated solely to him and the other Officers had no powers conferred upon them to deal with land, or with interests arising therefrom, by the Crown at all.

THE OCCUPANCY OF LAND IN THE VILLAGES OTHER THAN UNDER CROWN LEASES.

In addition to the land which has been granted on lease for 999 years or 75 years, there are other descriptions of holdings throughout the Colony.

1. The original villagers upon the Island at the time of its cession, or their descendants, a Village Rent Roll of numbers and rents of houses, but not of names, being kept until quite recently by the Registrar General, and now by the Treasurer, who collects rents, rates and taxes from all.

2. The squatters licensed by the Registrar General from year to year under a squatter's licence.

3. Trespassers, who although not licensed, yet have built several hundreds of dwellings on undisposed of Crown Land in the outlying districts, many of whom are assessed for rates and taxes.

The Crown Lands are under the control of the Surveyor General; the lands occupied by the original Villagers were, until very recently, entirely under the supervision of the Registrar General, who collected their annual Village rents, and the supervision is now divided between the Registrar General and the Treasurer, the latter of whom now collects the rents; the lands occupied by squatters are or were under the control of the Registrar General, but the rents, rates and taxes are collected by the Treasurer; the woods and forests, which are now growing and becoming every year of greatly increased value, are under the control of the Superintendent of the Botanical and Afforestation Department.

There are other lands also upon which grass cutters have been allowed to cut and take away the growth of herbage, and people who keep cattle and goats have been permitted to let them graze. These lands are principally under the control of the Surveyor General, but are partly under the supervision of the Botanical Superintendent for the protection of the young trees, neither of whom has a sufficient staff to effectively exercise any but the slightest semblance of control.

The Commissioners are of opinion that the division of the control and supervision of the Crown Lands among different departments, where each department is working separately, is mischievous and obstructive to the best interests of the Colony particularly as there can be no effective control under the circumstances.

Amongst other things also the consequences are, as pointed out by the Registrar General three years ago, that the proper sanitation of the Colony is undoubtedly impracticable if the system of squatting, as at present practised, is any longer continued, on account of the miserable shanties in which these people live, owing to their having no fixity of tenure.

In connexion with the question of trespassing, the Commissioners would refer to a Report made by the Surveyor General, which was laid before them, and which they have appended hereto, and which in their opinion shows the absolute necessity of adopting some measures to prevent the rights of the Crown being encroached upon in the country districts. One of the first things which the Commissioners did, principally in consequence of that Report, was to recommend that trespassing should be put a stop to at once, and a Minute was issued by the Acting Governor on the 8th day of September, 1886, directing the Police to prevent any further trespassing, and, if necessary, to pull down any houses or matsheds that may be erected in spite of their prohibition.

RECOMMENDATIONS.

The Commissioners recommend, either :—

- (1.) That a Special Commissioner, with Deputies if necessary, be appointed to examine into questions of Title, invested with full power for that purpose by the Crown or by the Legislature, or by both.

- (2.) Or that a Crown Land Board be appointed with special powers to deal with all questions affecting the land of the Colony.
- (3.) Or that the Surveyor General should be furnished with much greater powers than he at present possesses.
- (4.) Or that there should be a duly constituted Land Court.

The authority to be constituted could decide, upon inquiry into the merits of each case, what arrangements should be made with Leaseholders, and other than Leaseholders, subject to the Governor's approval, and the approval of the Secretary of State if considered necessary.

The general opinion is that a Crown Land Board should be constituted.

Considerable differences of opinion, however, seem to exist as to what ought to be the powers and authorities of the Crown Land Board, and also with regard to the persons who ought to compose it.

The Commissioners think, for obvious reasons, it would be most objectionable to have a large Board, but that a Board consisting of three or at most five members would be sufficient, and there are obvious reasons why they should be Government Officials having no personal interest in the disposition of the Crown Lands.

If the supervision of Crown Lands is to be removed from the Surveyor General, or even if it remains with him, it would be absolutely necessary that the services of one or two Surveyors should be secured in connexion with the survey of Crown Lands who should have no other duties to perform, but these Surveyors should be under the control of the Surveyor General and be responsible to him. Their salaries might be charged to the Crown Land Office. The Commissioners in considering their draft Report, and in anticipation of this their Report, have already strongly urged the Government forthwith to obtain the services of at least one Surveyor for this purpose, to be attached to the Surveyor General's Office.

Appended is a statement in which is collated the information already obtained by Mr. SAMPSON for the Commissioners regarding the numbers of squatters houses and land held by them in the different villages, shewing that large quantities of land are held by these people rent free and tax free or on payment of police rates only. Mr. SAMPSON has, as yet, been able to examine into the holdings in 25 villages, and there still remain 30 more villages for his inquiries, but the Commissioners have every reason to believe that in all the other villages in the Colony the same state of things will be found to exist, and it is absolutely necessary that some steps should be adopted, as speedily as possible, to bring the lands now occupied by squatters and others in the villages under effective control. The Commissioners have suggested that Mr. SAMPSON's services should be continued in obtaining this information until he has completed his enquiry throughout all the villages, and that he should report the result from time to time to the Surveyor General, as they are of opinion that the information collected by him now, will prove of very great value hereafter when the Government has to determine what should be done in respect of the villagers, and with respect to any claims made by them to lands or houses in their occupation.

The Commissioners are of opinion that all parties in possession of land should be dealt with equitably and liberally, and that the necessary powers for this purpose should be given to the Crown Land Board, or other authority created to decide upon these questions.

The Commissioners think the only remedy for the confusion which has been pointed out is to permit the assignee of each separate house to surrender his section or sections and to grant him a new Crown Lease with a separate rent to be fixed on equitable terms, and to be paid direct to the Crown. No difficulty can arise with regard to the collection of the Crown Rent, because each house is of very much greater annual value than the Crown Rent.

The Commissioners themselves are very strongly of opinion that there should be constituted, at once, a Crown Land Board to whom all applications for Land, or for in any way dealing with Crown property, should in the first instance be submitted; and they are of opinion that there ought to be no more difficulty in dealing with Crown property in this Colony than in dealing with any well managed large estate in England. That, indeed, there ought to be less as there can be no difficulty in obtaining any legislative powers that may be considered necessary or desirable. That the Surveyor General should be the Executive Officer and Chairman of the Board. That for the present the Land Officer and the Attorney General should be members of the Board, but that, if the recommendations of the Commissioners are eventually carried out, the Special Commissioner for investigating Titles, or Judge of the Land Court, should be substituted for the Attorney General, and it should be the particular business of the Officers, other than the Surveyor General, to see, in conjunction with him, that the decisions of the Board, when approved by the Governor, are duly carried into effect and that all legal requirements and formalities are complied with. The Commissioners think that there ought to be frequent, say weekly, sittings of the Board in order to dispose of current business. The Commissioners think that such a Board if constituted with the necessary powers, with a good Secretary, and a proper staff, might proceed at once to deal with a great many cases which are at present in a state of entanglement. Under the present law relating to registration the difficulties as to accepting a surrender are not very great; the chief things that are required in order to accepting a surrender and granting a New Lease, if the Title on the Register is clear, are consent of all parties interested; proofs of possession under the Title, and of identity, and these might be easily provided for by requiring advertisement of application for some fixed time before a surrender is accepted.

If, in addition to this, proceedings by way of *scire facias* to set aside a Crown Lease were provided for (see *Regina v. Hughes* L. R. 1 P. C. 81), by making the Leases records of the Court, the Commissioners think that no wrong could be inflicted upon any one for which there would not be an adequate remedy.

There are, however, many Titles the Commissioners feel sure for which further provision would have to be made either by the appointment of a Special Commissioner or the formation of a Land Court with special powers, and the nature of those special powers the Commissioners think the Crown Land Board would be in a far better position than themselves to suggest after some experience of the nature of the difficulties to be surmounted.

The Commissioners would have to receive, either from the Crown or by Ordinance, greater powers than have been given to the Governor or to the Surveyor General for the purpose of dealing with the land, and the Commissioners think it advisable that some rules should be laid down for their guidance within which they, with the approval of the Governor, should have given them large discretionary powers.

The Commissioners would also recommend that possessory rights, and also claims to easements, should be taken into consideration, as between individuals, where they would be sustained by Law, and even as against the Crown where they could not be so sustained, as far as possible, but the Commissioners would recommend that in the new Registration Ordinance, that they propose should be framed, no rights to Land or easement should be allowed by virtue of mere possession, or user, unless they appear in the Register. These claims are generally founded either on force or on fraud, and the Commissioners conceive no harm can be done to any person by refusing to recognise claims which are not founded upon matters of record.

The Commission recommend that trespassing should be entirely put a stop to, and the system of squatting abolished.

With regard to original holders of Land, at the time of the occupation of the Colony, their assignees and descendants who can prove their claims, the Commissioners consider that great liberality

should be shown to them by the Government, even to the extent of granting them leases for the remaining portion of 999 years from the foundation of the Colony.

With regard to licensed squatters the Commissioners consider that they can have no just claims to be confirmed in their holdings. If their lands were not required for other purposes, and they were in a condition to take out leases, some amount of preference might be shown to them, but whenever a squatter, who has been in possession for a lengthened period, is dispossessed the Commissioners think that it would only be just to give him some compensation for disturbance, however small, and to allow him the value of any improvements he may have made; and with regard to trespassers, of long standing especially, such as have been rated, the Commissioners think that they should have a reasonable notice to remove, and some compensation if they have, owing to the laches of the Crown, been induced to effect any permanent improvements, or are damaged owing to their having put up buildings in the belief that they would not be disturbed.

The Commissioners see no reason why lands, not wanted for other purposes, should not be disposed of for pastoral or agricultural purposes, or for garden lots. These lands might be either disposed of to tenants from year to year, or on leases for 7, 14 or 21 years, and the Commissioners think that considerable discretion might be given to the Crown Land Board in dealing with any applications for Land, for these purposes, that may be made to them, subject of course to approval by the Governor, or the Governor in Council, and in accordance with any Instructions that he may receive from the Secretary of State.

With regard to the means to be taken by the Government for looking after the interests of the Colony, in the outlying districts, the Commissioners are satisfied the Government will have eventually to appoint suitable men with similar powers to the Government Agents in Ceylon, and other places.

The Commissioners are strongly of opinion that there should be one such Agent resident in Kowloon; one in the South-Eastern, and one in the North-Eastern Districts of Hongkong.

The duties of these Agents, so far as regards the Land question, would be to make themselves acquainted, in the first instance, with the present occupiers and tenants; to act as Deputy Land Commissioners and to report to the Crown Land Board upon all existing claims to Land in their respective Districts; to receive, and to report on, applications for grants of Land, or for other privileges which it might be in the power of the Crown Land Board to grant; to superintend the collection of Crown rents and rates and taxes; to prevent trespassing; to look after the forests, and to prevent the trespassing thereon, and the cutting down of trees for sale, or for use as fuel, a temptation to which the villagers, and others, are becoming more and more exposed; to regulate, under the directions of the Crown Land Board, or of the departments concerned, the cutting of grass, the keeping of pigs, the depasturing of cattle and goats. For such duties the Commissioners think that the services of a Passed Cadet might be utilized and that it would afford him a good opportunity for familiarizing himself with the languages spoken in Hongkong; for bringing him into contact with the various departments and for enabling the Government to form some opinion as to the capacity in which his services would be most likely to be useful thereafter; and the Commissioners consider that the increase to the revenue resulting from more strictly looking after the interests of the Crown in the outlying districts would more than compensate for the increased staff that would be required. In addition to the duties we have suggested these gentlemen might be appointed Magistrates and deal with criminal cases subject to an appeal or re-hearing before the Magistrates in Victoria and they might also have a limited jurisdiction for dealing with cases of petty debt, and the Commissioners cannot help saying, although not within the scope of their present enquiry, that in their opinion such appointments would have the best possible effect in bringing the Government more into touch with the people and the weakening of the power of the secret societies to which, as we understand, the people now turn for redress whenever they consider that they are in any way wronged as amongst themselves. These gentlemen ought also generally to

concern themselves about the Government interests in their Districts; to report to the departments interested; to look after the Police, Forest guards, Collectors of Revenue, Lands, Fishing Boats Fisheries, Industries, agricultural and otherwise, the Junk Trade, Roads, Lighthouses, Reservoirs, Water supply, Reclamations, Public Buildings, Repairs, Contractors and workmen employed by Government, &c., &c., &c. These duties the Commissioners think would keep them actively employed and would be of great use to them in after life.

Of course a permanent staff would be required, but only experience can show what that staff should consist of. At present the staff employed is singularly deficient for the work that has to be done. There are Inspectors of Police at Kowloon; at Sowkewan; at Stanley, and at Aberdeen, each with a small body of Police under them; there are three forest rangers for the whole Island, and there are light-house keepers, &c., at each of the light-houses in the Island.

The Treasurer has lately employed an extra shroff and collector in his office; the Surveyor General sends an Inspector occasionally; the Registrar General has hitherto only received applications that have been made to him, and used formerly occasionally to send out a collector; each department works separately, and there has been absolutely no local supervision beyond what the heads of departments, or their deputies, could occasionally give.

The Commissioners think that the time has fully come when some such supervision should be established.

If, however, the Government take a different view, and should not feel justified in incurring the increased expense, the Commissioners think that the services of the Inspectors of Police in the outlying districts might be utilized to a far greater extent than they have hitherto been.

A larger staff will be required at the Land Office, but the Commissioners can make no recommendations on that subject, which recommendations must wait the result of experience.

Many suggestions have been made to the Commissioners that there is no sufficient survey of the Colony, especially of the City of Victoria, which, with a public map, it has been represented is very much required for registration and other purposes, and several persons have suggested that the survey should be undertaken and a public map prepared as soon as practicable. Some suggest that a staff of the Ordnance Survey Department in England should be sent out for the purpose, and that the expense to the Colony would, ultimately, be very small, as the value of the map would cover the expenses, and possibly leave a profit.

The Commissioners are informed, however, that there is a very useful map of 160 feet to the inch, prepared some time ago in the Surveyor General's Office and corrected to the latest date, and the Surveyor General has promised that a copy of this map shall be furnished to the Land Office. The Commissioners would recommend that this map should also show houses and street numbers and be kept at the Land Office under constant correction. The Commissioners attach the greatest importance to the compilation of proper maps for registration purposes, and recommend the subject to a Crown Land Board, or other authority to be hereafter constituted in lieu thereof.

The Commissioners are of opinion that it is desirable in the interests of the Colony that all the land granted upon lease (except for agricultural or pastoral purposes, or for garden lots), should be granted upon the same tenure. Before very long it will be necessary that something should be done in reference to the Leases for 75 years. The same difficulties will soon arise in dealing with them as arose with the 75 years Leases granted in the early days of the Colony, when the lot holders looked forward to the fact that the termination of their Leases was within a measurable distance; to remedy which the term was extended for a further period of 924 years. The lots become unmarketable, tenants will do nothing towards repairs, or in the improvements or sustenance of their dwellings; if they were habitable towards the expiration of the term that is as much as they would be. No one

has bought land on a 75 years Lease only, with the idea that the Crown would enforce its right of re-entry at the end of 75 years and turn them out. Nor does it appear why there should be any distinction on one side of the harbour to the other; or on lands in the town or in the country. It may be urged that parties should be kept to the strict performance of their engagements with the Crown, and that where land has risen in value the landlord should be entitled to the unearned increment, at least proportionably with the tenant.

In modern days it has been strenuously urged that the landlord, even if a private individual, has no right to this unearned increment. In case the Crown insists upon its rights, however, the Crown will, at the expiration of 75 years, take not only the unearned increment, but the whole value of the improvements effected by the tenants.

The Crown in dealing with Crown Lands is not like some private persons selfishly seeking to drive a hard bargain at the expense of an individual, but to dispose of its lands in the best interests of the whole community.

The Crown, as the Commissioners have endeavoured to point out in another part of this Report, has the entire monopoly of all ungranted land, and in the case of the settlers at Kowloon, and on the Hills, purchasers were, and are, compelled either to accept the terms that are offered by the Crown, or to go without the land.

The Commissioners feel sure that the same reasons which decided Earl GREY to sanction the extension of the Town Lots from 75 to 999 years would apply equally to the extension of the Leases of all other lots from 75 to 999 years.

A new Registration Ordinance is required under which all new Titles should be registered, but the Registration Ordinance, 3 of 1844, should not be repealed, so that the old Titles may still be kept under that Ordinance until they are all got rid of and absorbed under the new system.

The Commissioners, however, have already suggested that some amendments to that Ordinance might be at once made so as to facilitate the bringing of Land under the new system.

Great objection has been taken to the provision in the Leases for the resumption of Land for public purposes at a valuation to be made solely by the Surveyor General, and the Commissioners think that in any new Leases to be issued this provision might be omitted, and an Ordinance might be passed with similar provisions respecting the valuation of such lands as were prescribed in the Ordinance recently passed for the valuation of lands required for the purpose of constructing Tramways.

With regard to the form of Crown Lease to be hereafter issued the Commissioners are of opinion that it is very desirable many of the covenants and provisions should be omitted, as unnecessary, and other covenants might be replaced by the provisions of an Ordinance.

A form of lease might be prepared for the new leases to be issued, leaving it to the authority who shall have the control of these matters to decide as to whether any special covenants are required under special circumstances.

A short form of assignment, and of mortgage, might also be adopted which might be extensively used in all ordinary transactions.

The Commissioners have attached to this their Report specimens of the various grants and licences issued by the Government or Government Officers.

The Commissioners recommend that provisions should be made for the registration of all Powers of Attorney under which deeds relating to land are executed, and also for their production and keeping copies in the Land Office, and for examined, or office copies, to be accepted in evidence; and that with respect to present Titles, which are affected by Powers of Attorney not being forthcoming, some legislation is desirable.

The Commissioners are also strongly of opinion it is desirable, under the new Registration Ordinance, that copies of all original documents affecting Title should be recorded in the Land Office.

With regard to the protection of boundaries, and the fixing of Boundary Marks or Stones, the Commissioners think that this question can be left to the Crown Land Board, or other Authority hereafter appointed.

The restriction of Chinese Houses should in the opinion of the Commissioners be retained, and the present boundaries should be fixed by Ordinance, and power might be given to the Crown Land Board, or other Authority appointed, from time to time to alter such boundaries with the approval of the Governor and with notice, previously to the restriction being removed, to the neighbouring lot-holders so as to give them an opportunity of objecting, if they considered their interests affected.

With regard to the assessment of rates and taxes, if the Crown Land Board is appointed the Commissioners consider that such Board should constitute the authority to which the Rate-payers could appeal in the first instance, and this would not be to them so grave a thing as to appear in Court. The Rate-payer could simply go before the Board himself and state his reasons for considering that he was rated too high.

As to the preparation of the valuations and Rate Books, the Commissioners are of opinion that this could most properly be done in the Crown Land Office and under the authority of the Crown Land Board.

With reference to encouraging applications for the disposal of land outside Victoria the Commissioners think that, if their suggestions as to a Crown Land Board and District Deputy Commissioners of Lands are adopted, ample opportunity will be given to persons requiring land for any purposes to make their wants known to the Government, and the Crown Land Board, if constituted, will be in a position to make any suggestions that they think advisable in each particular case as it may arise.

It sometimes happens when lands are sold that squatters are living upon the ground sold, and one of the conditions of sale in such cases has been that the purchaser should compensate the squatters to the satisfaction of the Government before the Lease is issued. Cases have happened where this condition has prevented the delivery of the Lease to the purchaser, owing to his being unable to bring evidence that the squatter has been properly compensated, or even compensated at all, as the terms of compensation were not reduced to writing, and the squatters have removed to places where they cannot be found. This is an undoubted inconvenience to the purchaser which inconvenience would not arise if the squatters were first dealt with by Government and the land sold free of temporary occupants; but if the recommendation of the Commissioners with regard to temporary occupants are adopted this inconvenience would scarcely arise in future.

The conditions of sale generally issued by the Government state that the purchaser shall accept a Crown Lease in the usual form and execute a counterpart when called upon, and the Lease would thereupon issue. In a great many cases, however, the building covenant was disregarded and lands which ought to have been built upon have remained unproductive. This led to the necessity of stopping the grant of the Lease until the building stipulations in the contract have been performed to the satisfaction of the Surveyor General. It is alleged by some persons that this provision has caused unnecessary inconvenience to the purchasers, who, in many cases, have to borrow money in order to complete their buildings, which they are unable to do until the Lease has been issued, no duplicate contract for sale being handed to the purchaser, and there being no provision for the registration of dealings with the contract to safeguard the purchaser or mortgagee. This the Commissioners think would be sufficiently obviated by the registration of the contract, and all dealings under it, in the Land Office in the same manner as the original Lease, for a limited period, and the delivery to the

purchaser of a duplicate of his contract; but there should be stringent limitations as to the time during which the temporary registration should be allowed, as otherwise some purchasers would probably neglect to take out their Leases at all. When the Lease is taken out the Register in respect of each particular piece of land should be closed.

● OVERCROWDING IN VICTORIA, ITS CAUSES AND METHODS OF ALLEVIATION.

With regard to overcrowding, it appears that so long ago as the year 1849 Mr. DUDDELL called the attention of the Land Committee sitting at that time to the remarkable hoarding together of the Chinese.

And this has gone on increasing to the present day.

In 1874 the Colonial Surgeon called the serious attention of the Government to the evils of overcrowding.

In 1880 the Military Authorities complained to the Government of the excessive crowding of the houses erected within the neighbourhood of the Barracks, endangering the health of the Troops, and suggested a Colonial Ordinance should be passed limiting the inhabitants of a house to what Health Officers consider a fitting number of human beings.

In the same year the Earl of KIMBERLEY, (Despatch 26th November, 1880), complained to Governor HENNESSY that little appeared to have been done since the date of the Colonial Surgeon, Dr. AYRES, reports to improve the sanitary condition of those parts of the Town of Victoria which are inhabited by Chinese, and that the rapid growth of the population cannot fail to have added to the evil of overcrowding.

Statements have recently been made that, if the sanitary measures proposed by the newly constituted Sanitary Board are adopted, large numbers of people will be rendered homeless, and even now, notwithstanding the cold season has not yet come to an end, it is alleged people are already obliged to sleep in the streets.

Rents in the Colony are simply enormous, the rents charged for European dwelling houses being at least three times as much as the rents obtained in any close suburb of London, without the same accommodation and at least double what they ought to be.

The Commissioners are of opinion that this will be a question for a Crown Land Board, or other constituted body, to consider seriously and to report as to whether any steps can be taken by the Government to afford relief, in this respect, by putting land in the market for sale at a reduced Crown Rent or otherwise.

The Government, as has been pointed out, has a monopoly of all the unsold land, and an intending purchaser must either comply with any terms that the Government may demand, or purchase land already sold by Government, and in the hands of private persons, (much of which is in the hands of persons who have bought for investment), or go without.

The sale of land by Government has no effect in reducing rents, because as lands in the hands of private parties increase in value an additional and proportional Crown rent is claimed by Government.

In addition to this as rents increase, so, in like proportion, do rates, and the result of all these combined causes is that houses for respectable European families are difficult to obtain; rents are constantly being forced up higher, and the Commissioners are informed that a large number of the poorer classes of the European community are compelled, to their great detriment, owing to the high rents asked for the very smallest European house, to live in Chinese houses.

The best means to adopt for the checking of overcrowding is to enlarge the area in which people can live, and the most obvious thing to do is, if possible, to get the Naval and Military Establishments, removed from the centre of the Town, or at all events to remove as far as they can do so consistently with the interests of the Government.

The Commissioners have received returns from the Naval and Military Authorities which they have appended to this their report. From these returns it would appear that the Naval authorities have in their possession :—

	A. R. P.
In Victoria ; Naval Yard,	4.3.26
„ „ Mt. Shadwell,	6.3.33
„ Hongkong, Mt. Gough,	4.3.23
Out of Victoria ; Kowloon,	5.0. 3
At Stone Cutters' Island the use of a rifle range extend- } ing to 600 yards,	} ...
At Kowloon the use of a rifle range extending to 400 yds. ...	}
	A. 21.3. 5

say 22 acres or 958,320 square feet.

And the Military Authorities have in their possession about 337 acres or 13,579,720 square feet. Some of this land is at Stone Cutters' Island and some at the Peak.

But in addition to this the Commissioners understand that there are tracts of land more especially at Kowloon and at the back of Kennedy Road, which owing to the restrictions placed upon them by the Military Authorities the Government is unable to dispose of, although otherwise readily saleable.

The amount occupied by the Naval and Military Authorities in the centre of the Town, and cutting the Town in two, is:—By the Naval Authorities $4\frac{3}{4}$ acres—or at the rate of 43,560 square feet to the acre—206,910 square feet; and by the Military Authorities, 84 acres, or 3,659,040 square feet. In addition to which the proposed reclamations in front of the Naval and Military Establishments, except what is wanted for the new Praya are claimed as follows :—By the Naval Authorities $2\frac{1}{2}$ acres or 108,900 square feet, and by the Military, 6 acres, or 261,360 square feet, making a grand total of 4,236,410 square feet.

It has been pointed out to the Commissioners, by several persons, that the City of Victoria is really divided into two Towns, and the effect of the recent purchases by the Military Authorities has been to make things worse than they were before, both in regard to their having turned out a number of people having to seek for some other places in which to live and carry on their businesses, and that from the fact of their having dispossessed and turned out all these people from the Queen's Road they have more than ever divided the Town into two complete parts.

The land now occupied by the Naval and Military Authorities is extremely valuable, and has for some time been steadily increasing in value, and, although it might not be advisable to put the whole of the land into the Market at once, yet, with the present increasing population of the Colony, it would be rapidly absorbed, and the Government would not only get the premium for it, but a large Crown Rent.

In addition to this, as soon as the land is covered with houses the Government would get a large amount for rates.

There are other measures which could be carried out, in the event of the Government arranging for the Naval and Military Authorities to give up a sufficient quantity of the land they now occupy, such as tramways, reclamation of the foreshore, and other reclamations advantageous to be effected, all of which would tend to increase the general revenue of the Colony.

If the Naval and Military Authorities even gave up only the land to the North of the Queen's Road it would be very much to the public advantage.

Although the Commissioners are aware that there is great objection to giving up, on the part of the Naval and Military Authorities, of any portion of their land, yet the Commissioners think that

the Naval and Military Authorities would not oppose themselves to the well being and the interests of the whole community if they were thoroughly satisfied that they were standing in the way of the best interests of the Colony.

Sooner or later, the Commissioners think, that if the population continues to increase, it will be absolutely necessary with the increasing want of space, and value of land, that the space occupied by the Naval and Military Authorities will have to be relinquished in consequence of the pressure of population in the adjoining portions.

Now that the forts are completed they will be worse than useless unless the garrison is largely increased. If the garrison is increased more buildings will have to be erected, and the cost of removal will be very greatly increased. If the best lands of the Colony are occupied for military purposes the Colony is really contributing enormously towards the expenses of the troops, and can hardly be called upon, in justice, to make any further military contribution.

The Commissioners, while attaching the greatest importance to the views of military experts, especially to those of so competent and liberal minded an officer as the present Major-General CAMERON, C.B., are not convinced of the necessity of cutting the City into two parts. They venture to think that other positions might be found, which, with the aid of speedy communication that might be obtained, would be equally advantageous for all military purposes, and for the protection of the City, looking to its peculiar configuration, and would be prepared to suggest what they would consider to be suitable sites for the whole barrack accommodation, inclusive of officers quarters and bungalows for married officers, and parade grounds, if there was the slightest chance of inducing the Military Authorities to consider the advisability of removal.

Whether the Military Authorities can be induced to leave the centre of the City, or to withdraw from the Northern side of Queen's Road as far as they can possibly do so consistently with keeping open their communication with the sea, the Commissioners consider that they should at all events be called upon to determine as to what portion of the 337 acres now in their occupation should be retained by them, and what restrictions it is necessary for them to impose upon land that is required for building purposes.

Great complaints have been made to the Commissioners as to alleged unnecessary restrictions imposed upon building at Kowloon, and also as to building villa residences above Kennedy Road which are greatly required, and as to both of which complaints the Commissioners, as at present advised, believe the restrictions alleged to have been imposed to be unnecessary, either for military purposes in the one case, or with necessary restrictions as a sanitary precaution, in the other.

The Commissioners also strongly recommend the removal of all public buildings, that are not absolutely essential, in the heart of the Town. The Supreme Court House and Offices in consequence of the great value of the site could be removed, without any expense, if a suitable site could be obtained elsewhere.

If the land were reclaimed between the City Hall and Murray Pier the Post Office could be removed to a much better position for it there, where the Post Office Officials could be alone to themselves, have plenty of light, plenty of air, and free communication with the water.

And the Gaol might be removed.

The cost of the new Gaol would be large, and it is considered that the value of the ground would be very much less than the cost of the new Gaol, and it is said that a new Gaol is not at present required, and that, if removed, the site would be wanted for Government purposes.

But if the Gaol were removed, whatever buildings are removed to its site would be removed from the lower parts of the Town, and the Commissioners think that in the valuations which have been made, the

increased Crown rents and rates to be obtained have not been taken into consideration, and that it may not be advisable to spend all the money estimated as the cost of the new Gaol for some time to come, if sufficient space is reserved for extension. Still, as a measure of relief, its removal would open out a considerable space for building houses for some of the European population who are unable to find or afford the expense of a house on the higher levels.

These reasons, apart from any other questions, make it advisable for the Gaol to be removed from the centre of the Town.

If the Magistracy is continued there, of course provision would have to be made for prisoners before trial, and for those who are committed to trial at the Supreme Court.

The Commissioners are of opinion that if the Naval and Military Authorities can be prevailed upon to remove from the centre of the Town, and if the public buildings to which they have referred are also removed there will be sufficient available space to be filled up for some time to come.

If this is, however, impracticable, the Commissioners think that some relief may be obtained by having free communication by Railway or Tramway with the villages and outlying districts, and by reclamations that may be effected at a moderate cost.

It is impossible, at present, to say what effect the making of Railways would have, but judging from other places it is reasonable to suppose that it would have the effect of removing many workshops, and a large number of people, from the central part of the City, and, with better protection, the better class of Chinese might be induced to remove their family houses out of the city. The Villages would be increased; a portion of the Junk trade would find it convenient to go to the outports, especially if some allowance were made with regard to the payment of fees, and it would certainly make the Crown lands in the neighbourhood of considerably increased value.

If it is thought desirable the construction of a Railway as an experiment might be tried, but seeing that if it fell into the hands of private persons it must inevitably be a monopoly, the Commissioners think if it were undertaken, (and there are no engineering difficulties in its way), it would probably be better that it should be undertaken by the Government, even if it were subsequently leased to a private Company; and considering the vast numbers of Chinese who are constantly passing through this place it would have a considerable effect in introducing improved means of communication, and railways, into the Southern part of China, thus increasing the commercial importance of the Colony.

If the propositions for transferring Crown Lands to the Crown Land Board are entertained the Crown Land Board will be able to undertake public works which would be remunerative; they would be in a position, probably to entertain some such scheme; and with reclamations in the harbour, and removal of public buildings from the centre of the Town, the Government could provide a considerable amount of space.

REDEMPTION OF CROWN RENTS.

The whole of the purchase moneys received from the sales of land are not now brought into the general Revenue of the Colony, but are placed to a separate account, on the ground that the present population ought not to be spending the assets of the Colony except in permanent improvements which will be to the benefit of their successors.

The Crown rents, the Commissioners think, might well be put on the same footing and ought to be expended in the first instance in the improvement of the Crown property, transferring only the annual profits received by the Crown Land Board, and not required for the purposes of improvement, to the general revenue.

The expenses of reclamations, and expenses of many of the recommendations that are made to Government are enormous, and the Commissioners think that in regard to reclamations, which have hitherto mostly been made at the expense of individuals, the Government, owing to not having the means to affect reclamations itself, has hitherto acted upon an entirely wrong principle, detrimental to the public interests.

If the moneys receivable for Crown rents were put into the same fund as the purchase moneys, the Crown Land Board would have a Revenue which would enable them to make permanent improvements, many of which would yield a large annual Revenue to the Government, in the shape of assessments.

In that case the Crown Land Board might be empowered, with the consent of the Governor, subject to the instructions of the Secretary of State not only to spend their current Revenue, but to allow commutations for Crown rent, which, in the opinion of the Commissioners ought not to be less than 25 years' purchase, and also to borrow upon the security of Crown rents.

It must be remembered that the Crown rents are the first charge upon all the lands, and is one of the safest modes of investment that can be devised.

If the handing over the Crown rents to the Crown Land Board cannot be acceded to, at present on account of the deficiency which would be created in the annual Revenue, yet the Revenue has been growing so largely that in a year or two's time the amount that is at present received for Crown rents would hardly be missed, and the effect of improvements to Crown property will certainly, or most probably, increase the rates to a very large amount.

The following table shews the growth of Crown rents, the estimated annual value of buildings for rating purposes, the amount received for rates, and the growth of Revenue from all sources during the last 12 years:—

Table shewing growth of Crown rents, estimated annual value of buildings for rating purposes, the amount received for rates, and the growth of Revenue from all sources from the year 1875 to the year 1886 inclusive.

Years.	Amount of Rent Roll.	Estimated Annual Value of Buildings for Rating Purposes.	Received for Rates.	Total Revenue of the Colony from all sources (except premia from Land Sales.)
	\$	\$	\$	\$
1875	128,509	1,670,410	186,098	893,818
1876	128,130	1,694,695	184,509	871,308
1877	129,404	1,733,515	190,865	920,910
1878	130,123	1,764,662	197,925	936,606
1879	130,812	1,900,870	171,342	962,687
1880	131,716	2,094,235	230,557	1,063,949
1881	146,227	2,062,854	221,796	1,120,797
1882	148,450	2,308,882	252,938	1,209,517
1883	153,109	2,330,010	258,614	1,289,448
1884	153,923	2,404,302	263,989	1,173,071
1885	155,490	2,562,254	285,765	1,251,890
1886	160,753	2,590,942	306,132	1,367,978

If at any time the Crown Rents should yield a profit, the first thing which should be done, the Commissioners think, is to reduce the amounts that are paid for rates which are now, in the City, no less than 13 per cent. on the estimated annual value.

The reason of the delay in making this report has been the vast nature of the inquiry. It would have been desirable for the Commissioners to have examined the witnesses, as they might have altered their opinions if they had been acquainted with the facts in the possession of the Commissioners. The absence of the Chairman, the Chief Justice, was unavoidable, and it was thought by the members of the Commission desirable to get the Report prepared before he went away, more especially as he would then be in a position to give any information which might be required in England. They therefore decided to close their enquiry before his departure, and agreed to the draft Report, which has since been amplified by him, and has been transmitted by him in its present shape from Japan.

The Commissioners feel that their Report is somewhat imperfect, but that, even such as it is, they owe it in a large measure to the exertions of their Secretary, who has spent much time in collecting the materials for them, and whose labours they think should be adequately rewarded.

14th April, 1887.

GEO. PHILLIPPO,
Chairman.

EDW. J. ACKROYD.

J. M. PRICE.

A. P. McEWEN.

HO KAI.

ADDITIONAL REMARKS BY THE SURVEYOR GENERAL.

I concur generally in the recommendations contained in this Report with the exception of those at pages 26 and 29 in connexion with trespassers and squatters.

I desire to record my objection to any compensation for disturbance being awarded to trespassers of however long standing,

Native poachers are perfectly well aware that they are acting illegally in surreptitiously appropriating Crown Land and—looking to the difficulties of detection—I think that the *laches* of the Crown in not evicting immediately that the trespass has been committed should be no reason on which to found any recommendation for indemnity.

Nor in respect of Squatters can I see the justice of saddling the general ratepayers of the Colony with the burthen of any compensation for disturbance in view of the covenants endorsed on the Licence of the squatter which specially set forth that the latter is only a tenant at will.

(Signed), J. M. PRICE,
Surveyor General.

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Appendix No. 1.

QUESTIONS submitted by the Commissioners for the consideration and opinion of Landowners, Barristers, Solicitors, Surveyors, and others, regarding the sale and tenure of the land of the Colony, and other matters relating thereto, the answers to which were required for the information of the Commissioners.

Questions.

1. Is your acquaintance with the land of the Colony an extensive one as Landowner, or Solicitor having the preparation of Deeds relating to the land, or as Surveyor, or otherwise?

2. Where land is not granted to persons already in possession, or having an admitted claim to the grant of a Lease, it is put up to public auction on the application of an intending purchaser—such application and proposed sale being first approved by the Governor. An annual Crown Rent is fixed by the Surveyor General and the land is offered at the auction at an upset price, upon certain conditions, the highest bidder above the upset price being declared the purchaser for a term of 999 years if a Victoria Marine or Inland Lot, and for 75 years if of another class, and in any case subject to the payment of the fixed annual rental. Has any inconvenience in this mode of sale to the public by auction, on the application of individuals, arisen or come to your knowledge? If so will you be good enough to state the nature of the inconvenience and your opinion thereon.

3. The purchaser at the auction signs a contract for purchase in the terms of a form previously advertised. Until recently the essence of the contract was that the purchaser would accept a Crown Lease in the usual form and execute a counterpart when called upon, and the Lease would thereupon issue; now, the building and other conditions are stated in the contract and the Lease is not granted until the conditions are complied with to the satisfaction of the Surveyor General. Has any inconvenience or hardship arisen, so far as you know, particularly with regard to the purchaser's dealing with or selling his contract to purchase before the Lease can be issued, or otherwise with regard to the stipulations of the contract? If so, what is the nature of the inconvenience or hardship, and your opinion thereon?

4. When the purchaser has complied with his conditions of purchase a Crown Lease is issued to him from the Land Office containing reservations and covenants, and your opinion is desired upon the following points as regards the effect of the Lease upon the Lessee or his Assignees and Successors in Title.

All earth, stones, and minerals are excepted and reserved from the grant, so that the lessee has left in him the surface only of his Lot, and the erections standing upon it for the term for which the Lease is granted. Can you say whether this reservation has ever been found appreciably injurious to the lessee in his occupation or dealings with the ground so granted, or that the effect of this reservation is of no moment to him?

5. The Crown, by the Lease, reserves the right of digging for, acquiring, and carrying away the excepted earth, stones, and minerals if required for public purposes, of course doing as little damage as possible to the lessee. Has this reservation any effect upon the value of property, or does it occasion any difficulty in its sale, or is it otherwise injurious to the lessee?

6. Is it generally believed by purchasers of property that the Crown would not exercise this right, and is it treated as a nullity and therefore of no effect?

7. And with regard to the covenants to keep in repair as between Landlord and Tenant with power to the Surveyor General to view and serve notice of, and compel such repairs as he may consider necessary, are these covenants of use to the inhabitants generally in preventing dangerous decays, or are they deemed useless when the Building Laws in force in the Colony are carried into effect?

8. Certain noisome and offensive trades are prohibited by covenant in the Lease, unless carried on with licence. Do the lessees as a rule comply with this covenant, and do purchasers of property where these prohibited trades are carried on inquire whether a licence has been obtained before they complete their purchases or is no inquiry upon this subject made?

9. By Ordinance 10 of 1872, and the Rules under Ordinance 7 of 1883, provision is made in respect of noisome and offensive trades. Is it considered that the Police Regulations are sufficiently stringent without the necessity of the clause in the Lease at all?

10. The Crown reserves to itself by the Lease the right of determining the Lease and resuming possession of the ground, when required by the Government for public purposes, on 3 months' notice and payment to the lessee of a full and fair compensation to be fairly and impartially made by the Surveyor General. Has this right of resumption by the Crown on payment of the Surveyor General's valuation occasioned any harm or inconvenience to your knowledge?

11. Has it any effect upon the value of the property?

12. Does it act in any way to the prejudice of its transfer?

13. And what is your opinion upon the clause generally?

14. Is it desirable to have a simpler form of Crown Lease? Would there be any objection to embody the usual provisions in an Ordinance and to confine the Crown Lease to a description of the parties and to the property leased?

15. When a lot is sold, pickets, and in some cases boundary stones are fixed in the ground to mark its boundaries. These are frequently removed in the course of building operations by the contractor or his workmen, and it is subsequently found out that the lot has become altered in measurements. How do you propose that the lessee should be dealt with in such cases with the view to keeping his Title to the Lot strictly in order?

16. The owner of a Lot which adjoins vacant ground has a width upon which he can build 3 houses. He builds 5 under one roof of which 2 and part of a third are over the boundary of his Lot on the previously vacant ground to which he has no Title. The lot is sold with the 5 houses described as erected thereon. What steps as to measurement are usually taken by a purchaser to ascertain that in buying the 5 houses they are all comprised in the vendor's Title which is described by Lot and not by houses?

17. Is it the case that frequently on sales and purchases of houses that neither the vendor nor purchaser can establish by measurement or otherwise that a house which is sold or purchased really forms part of the Lot comprised in the vendor's Title Deeds?

18. Are there many cases where a purchaser accepts a vendor's Title to a Lot which by the Lease he purports to sell is described as in one situation when the property he takes possession of under his purchase deed is found to be actually in another situation?

19. Generally as to boundaries, are they so ill-defined by the Leases, particularly the Leases granted during the first 30 years after the foundation of the Colony, that by reason of the variation of boundaries, buildings, formation of private streets and alleys, and otherwise such boundaries cannot be even approximately identified?

20. Or, with originally well defined Lease boundaries have such boundaries been changed with changes in building by successive owners as to render the boundaries so unrecognisable that they cannot be located as approximating the boundaries as described by the Leases?

21. Or, when the boundary of a Lot is sought for and cannot be ascertained is it found that both Lease description and change of building are the causes?

22. What from your experience and in your judgment is the most approved manner of protecting boundaries of Lots from obliteration during a long term of years so as to cause the least trouble of identification when the ground and buildings of the Colony are dealt with?

23. A Building Lease contains a lessee's covenant to build to the satisfaction of the Surveyor General, and the style of house is limited in some localities to European and in others to Chinese. Is there any inconvenience to the lessees or the tenants in this restriction?

24. Do you consider that with varying Colonial circumstances the restriction as to the class of house to be built should from time to time be modified to meet such circumstances?

25. Would it be advisable for the present limits to be fixed by Ordinance, leaving by such Ordinance a course open to amendment from time to time? Or should it be left to the Surveyor General, or a Crown Land Board with the approval of the Governor?

26. What is your opinion as to the localities where European houses ought alone to be built? Or should there be any restriction?

27. When the ground comprised in a Lease is dealt with the document,—assignment, settlement, mortgage or other instrument affecting it,—must be registered with the proper Officer under a covenant in the Lease. A Registration Ordinance [No. 3 of 1844] provides a method of registration by Memorial and regulates the priorities of the documents registered—the system of registration being more a registration of Titles than of Deeds. Does this system of registration answer any useful purpose or in your opinion can it be improved?

28. Would it be more useful to record the documents *in extenso*; or, if the system can be improved in any other way, in what respect?

29. Do the registers of Titles in the course of time—by giving notice of old transactions—outstanding legal estates which probably cannot be got in, and other things,—become an impediment, rather than an assistance, to the Title?

30. Would you suggest that the Register of Titles, so far as it gives notice to a proposed purchaser or mortgagee, should be limited as to time? For example, an owner's registered Title is in order for the last 17 years, but is not marketable owing to apparently outstanding estates created more than 17 years ago not having been got in. If the Title could be limited to 16 years so that no notice could be obtained of prior defects would such Title be marketable?

31. If you suggest a limit of time what time would you consider a reasonable limit considering the circumstances of the Colony and the number of absentee owners?

32. Would it not in your opinion be better to provide by Ordinance for settling such questions by citing the parties, apparently having claims, before a Court to shew cause why a clear Title should not be granted, or what other method would you suggest?

33. When part only of a Lot is sold it is registered as a section, and when part only of a section is sold it is registered as a sub-section, and so on—and by reason of blocks of buildings having been erected in a direction not intended nor thought of when the Lot was originally sold it happens in many cases that one house stands on two and sometimes three Lots, and the Title to one house occupies 3 folios of the different register books so that three searches of three different Lots are necessary to ascertain the state of the Title to one house. How do you consider questions of this sort should be dealt with?

34. If by register of the Title to a house by name or street number, how would you propose the identification of the house and ground it stands on should be kept clear?

35. The owner of a house standing upon portions of three separate Lots has to pay proportions of Crown Rents to three different owners of the remaining portions of the Lots—the owner of a remaining portion being looked upon as directly responsible for the whole Crown Rent to the Crown. How would you deal with the question of payments of proportions of Crown Rents in such cases?

36. By what legal means does the owner of a remaining portion recover the proportion of Crown Rent due from the section holders, and section holders from the sub-section holders and so on?

37. If a sub-section holder pays up the Crown Rent to prevent forfeiture (there being no remaining portion or no remaining portion owner) how does he recover the proportions from the owners of other sections and sub-sections?

38. What powers of cross distress are usually given in cases of sales and purchases of sections and sub-sections?

39. Do you consider the system hitherto practised of permitting sections and sub-sections to be registered a good system or not? If not, state objections and whether it would be desirable for all holders of sections and sub-sections to hold direct from the Crown under a new Lease from the Crown, and if so the reasons for your opinion?

40. Numerous Deeds have been, and are still being, executed by the Attorneys of absentee owners; how is the Memorial evidence of a Deed executed by an Attorney under power seeing there is no evidence in the Land Office records that such a power exists?

41. Would you insist on the Power of Attorney being registered when land is dealt with under it?

42. Many Powers of Attorney are missing, and Deeds executed under them, and their Memorials, cannot by any means be proved to be properly executed and signed by the proper parties. How do you consider that cases of this sort—which render a Title unmarketable—should be dealt with, so as to render the Title marketable, if no other defect exists?

43. The Memorial of a Deed gives no statement of the usual covenants the Deed contains—such covenants being presumed—If the law were that every Deed should be taken to comprise certain usual covenants would Deeds and their registration become in your opinion—more simplified?

44. Are the forms of Memorials generally adopted for registration, in other respects, sufficient as secondary evidence of missing Deeds? If not what defects are there and how do you consider they should be remedied?

45. When the Title to a lot was defective owing to a comparison of the description of the Lot gathered from the Title Deeds with the Lot itself shewing the original ground has been added to, it was customary for the Crown to accept a surrender of the Lot and grant a new Lease with corrected boundaries, and adjusted rental. If the former Lot was sold at a premium an extra premium would be assessed and charged at the same rate for the additional area. Now, if the surrender

of a Lease is accepted and a new Lease granted the premium for additional area is assessed by the Surveyor General at such rate as he finds to be the market rate of the day in the particular locality the Lot in question is situated. Do you consider there is any objection or inconvenience to this course being continued and if so what is the nature of the objection or inconvenience?

46. Is it advisable for the Crown to accept surrenders and to grant fresh Crown Leases upon an *ex parte* application and without notice to possible claimants? Or is it desirable to make provisions on the subject so as to do justice to all parties and to have the applicant's Title approved by some competent tribunal before surrenders are accepted?

47. In addition to the Marine and Inland Building Leases for 999 years and Rural Building for 75 years there is another form of Lease called a Farm Lease the extra privileges it confers beyond a Building Lease being the low rate of Crown Rent charged, and the liberty it gives to "turn out cattle, sheep, or other stock upon the "waste or uncultivated hills adjoining" the Lot. Its extra restrictions being the reservation of all timber, trees, and underwood and a covenant not to build except what is required for the purposes of a Farm.

These Lots are now nearly all built upon as if they were Rural Building Lots and ornamental trees and shrubs have been planted upon them, the buildings having been erected with the sanction of the proper Government Officer, but the Lots remain with the restrictions of the Farm Lease and consequently at the lower rent. Is it in your opinion desirable that these restrictions should be removed, and if so upon what terms as to payment of premium and extr. Crown Rent, and how to be assessed and whether the terms should be optional or compulsory.

48. There are also certain Garden Lots at Kowloon granted for 14 years, renewable, to which the same statement and questions apply. Does your opinion include both Farm and Garden Lots and if not, in what respect is there a difference?

49. How are the Lots mentioned in the two last statements dealt with, and what steps does a purchaser take when he purchases a Farm or Garden Lot with a house standing upon it to ascertain that it is not contrary to the terms of the Lease and the sanction of the Government?

50. Ground is also held by squatters under a form of Squatter's Licence. Do you know whether there are any dealings by the squatters among themselves or others selling, mortgaging, or underletting their holdings?

51. If so what title is given or accepted?

52. Do you consider that before underletting his holding a squatter should be compelled to purchase a Lease? If so what class of Lease and upon what terms as to payment of premium and Crown Rent?

53. Do these people keep cattle, pigs, or goats to any extent? If so, do they take out licences? Do they depasture their animals on Government property beyond the ground covered by their licences? If so by what authority and should such a practice if existing be stopped or checked?

54. Land is sold with squatters upon it, licensed or unlicensed, subject to the purchaser compensating them to the satisfaction of the Government. Do you consider this a satisfactory mode of sale?

55. Some ground is held upon Lease for 75 years at a high Crown Rent, and for which a high premium has been paid. Similar or better land is held by licensed squatters at a low rent for which no premium has been paid. What effect have these different tenures upon the value of property, its transfer and occupation?

56. Do you consider that the occupier, not being a trespasser, no matter how low the tenure of his holding, should have an option of purchasing a better tenure against all new comers; if so upon what terms, and how are the terms to be assessed to the best advantage for all classes of Leaseholders?

57. Do you consider that a trespasser after, or before, being assessed on the rate books should also have an option of purchasing the ground he is occupying as such. If so under what circumstances and upon what terms?

58. If such occupier, licensed or unlicensed, be too poor to purchase his lot how would you then propose the property he holds should be dealt with in the event of its being required by an intending purchaser able and willing to pay the market premium of the day and Crown Rent?

59. How are leased lands affected by the 3 classes of squatters viz. :—

(1.) The licensed squatter who pays rates and a low Crown Rent.

(2.) The squatter, unlicensed, who gets on to the rate books and pays rates only, and

(3.) The squatter who pays neither rates nor rent and who as a rule is too poor to pay either?

60. Crown Rents are reserved by every Lease and Licence, viz. Marine, Inland, Farm, Rural Building and Garden Lot Leases and Squatters Licences. Do you consider as regards the Marine and Inland Lot Leases for 999 years and Rural Building Lot Leases for 75 years that advantages would accrue to the Colony generally and the value of property become more assured if the Leaseholders had the option of redeeming their Crown Rents. These Crown Rents vary very consider-

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ably, some properties paying more than one hundred times as much as other properties of equal value, and unless something is done, this inequality will continue with respect to Leases for 999 years, practically, for ever. Is there any reason why this inequality should continue, and if not what do you consider a fair price for the Leaseholder to pay for its redemption? Would 20 years' purchase be too much or too little?

61. In your opinion would the opportunity of redeeming ground rents be taken advantage of to any extent?

The present yield of Crown Rent is about \$170,000 per annum. Twenty years purchase would amount to \$3,400,000. In consideration of the very large requirements for public works is there any reason why this amount should not be raised?

62. Do you consider that the holder of a lower class of Lease or tenure should also have an option to redeem his Crown Rent, and if so upon what terms and how to be fixed?

63. How many Crown Leases are there for 999 years? How many sections and sub-sections? How many owners of sections and sub-sections and how many houses built thereon? How many Farm Lots, Rural Building Lots and Garden Lots? Are there any section or sub-section holders on these? If so, how many? and how many houses? How many Squatters Licences and how many houses, and of what description? How many trespassers and how many houses and of what description? How many houses of all descriptions are there that are rated in each class?

64. What property is held by the Military and Naval Authorities, and what amount of land is prevented from being occupied by the action of the Military Authorities?

65. Is the present mode of granting Crown Land satisfactory, or would you recommend that a Crown Land Board should be appointed to consider applications for the grant of Land, to sit at frequent intervals and to report to the Governor and generally to have the management of everything connected with Crown property? If so of what members should the Board consist and should they be remunerated or should their services be given voluntarily?

66. Would it be desirable that the Board, if appointed, should have agents outside of Victoria to receive applications, and would it be desirable for the Inspectors of Police in the outlying districts to be such agents and report to the Board, or should the agents be of a different class?

67. Is it advisable to encourage applications for the disposal of land outside of Victoria?

68. If so, are there any concessions to Chinese sentiments which, in dealing with the waste lands of the Colony, the Government might make so as to induce respectable Chinese to build their Family houses in the country districts?

69. Are there any concessions which the Government could make in dealing with such land for the purpose of increasing manufactories?

70. In your opinion has the time yet come when it is advisable to have Government Agents who would also be Magistrates in Kowloon and in the Country Districts of Hongkong, to attend amongst other things to receiving applications for grants of land, to look after the Crown's interests in the Forests, to have the superintendence of the collection of Crown Rents and Rates and Taxes and generally to look after the Crown's interests in outlying districts, and if so how many should be appointed in the first instance?

71. With respect to Forests, is it advisable that they should be placed under the Crown Land Board?

72. With respect to sales of land generally, are there any peculiar difficulties in the making of Titles owing to the present arrangements respecting the grant of Crown Leases and assignments of sections and sub-sections? If so, please state what difficulties are experienced in these or in any other respects and the best way in your opinion to remove such difficulties.

73. Are there many Titles to land in your experience which the Court would refuse to enforce upon an unwilling purchaser, and of what nature are the objections to the Title?

74. Are Conditions of Sale with regard to blots upon Title frequently made and what are the most usual blots for which conditions are provided?

75. Is the market value of property injuriously affected by such conditions?

76. With respect to existing dispositions of Crown Land, is it in your opinion possible without a full and complete inquiry into the whole of the property to make the present Titles correspond with the actual land occupied? Or is it desirable to inquire into all the Crown Leases already granted and to grant new Crown Leases upon equitable terms as far as practicable in accordance with present holdings giving to each Crown Lessee and to all holders of sections and sub-sections a new Crown Lease and thus starting afresh, and commencing registration *de novo*?

77. If in your opinion it is desirable that such a course should be adopted would you recommend that it should be compulsory, or should it be made compulsory upon the application of a Crown Lessee, or of a majority in number and value of holders under any one Crown Lease?

APPENDIX TO REPORT FROM THE LAND COMMISSION OF 1886-87.

78. Should the inquiry be conducted under the authority of a Crown Land Board or of Commissioners to be specially appointed for the purpose, with an appeal on questions of law to the Supreme Court or under a Land Court to be appointed for the purpose?

79. Supposing new Leases to be granted is it desirable in future to recognize possessory Titles without documentary evidence of record in the Land Registry?

80. Would the provisions of the last Registration Act in England "The Yorkshire Registration Act, 1884," 47 and 48 Vic. c. 54 meet the present requirements as to Land Registry?

81. Would it be advisable to introduce the Australian system of Land Registry in cases where it was so desired, and would such a system of registration be likely to be taken advantage of to any extent?

82. Would it be advisable to simplify the Crown Leases by Ordinance so as to make it necessary only to describe the parties and the land?

83. Is there any objection to an Ordinance simplifying Assignments, Mortgages, and Underleases?

84. Would it be advisable to register Memorials only, or would it be better to preserve a copy of all original documents in the Land Registry? Or is it advisable to give the party registering an option in the matter?

85. Is the present system of granting Leases suitable to the circumstances of the Colony or is it desirable to convert leaseholds into freeholds?

86. If the Leasehold system is to continue how should property bequeathed by Will be registered? Also in cases of intestacy where Leasehold property is not required by the Administrator for payment of debts?

87. In future sales of Crown Land is there any reason why Crown Rent beyond a nominal sum should be charged, or is it advisable that the value of the Crown Rent should be considered in the upset price?

88. Is it advisable that the purchase money should be charged in a lump sum, or would it be any convenience to purchasers if the amount of purchase money with interest was distributed over a number of years, or at least until after buildings were erected.

89. At present no one knows who are the Crown Tenants. A list is made out by the Registrar of owners of Crown Leases of Inland and Marine Lots, Farm, Rural Building, and Garden Lots, and by the Registrar General of holders of Squatters licences, and furnished to the Treasurer. The rents are collected by the Treasurer who receives the amount from any one who chooses to pay. Does this practice leave any opening for fraud on the Government?

90. Are the amounts punctually collected or are there generally large arrears?

91. Is it desirable for the assessment of rates and taxes to be made by a Crown Land Board?

92. Should appeals be made in the first instance to the Crown Land Board?

93. Is it desirable that Crown Rents and Rates should be collected by the Board or its Officers so as to bring them more directly in contact with the Tenants?

94. As to overcrowding. Can any measures in your opinion be adopted by Government to prevent the overcrowding in certain districts in the city?

95. What Government Buildings are there in the City and can any be advantageously removed to places less required by the business portion of the community?

96. What land is occupied by the Naval and Military Authorities in the City and could any inducements be offered to them to remove their establishments or any portion of them to places outside the City limits?

97. Is any land elsewhere available and if so where?

98. Supposing the authorities were willing to remove, would the land now occupied by them be likely to be taken up by the Community for building purposes?

99. Would the Hongkong Government be likely to obtain sufficient from the sales to justify the offering to build new Barracks and Officers Quarters in a less populous locality?

100. If the land were generally taken up for building purposes, would the Hongkong Government be in a position out of the rates to pay a larger amount of subsidy for military purposes?

101. Would the making of tramways to Shau-ki-wán and Aberdeen have any effect in removing any of the people from the crowded districts to other localities, and could Government grant any facilities for construction?

102. Could any of the junk trade be removed to the harbours on the South side of the Island?

103. Could any greater facilities be given for settlement at Kowloon?

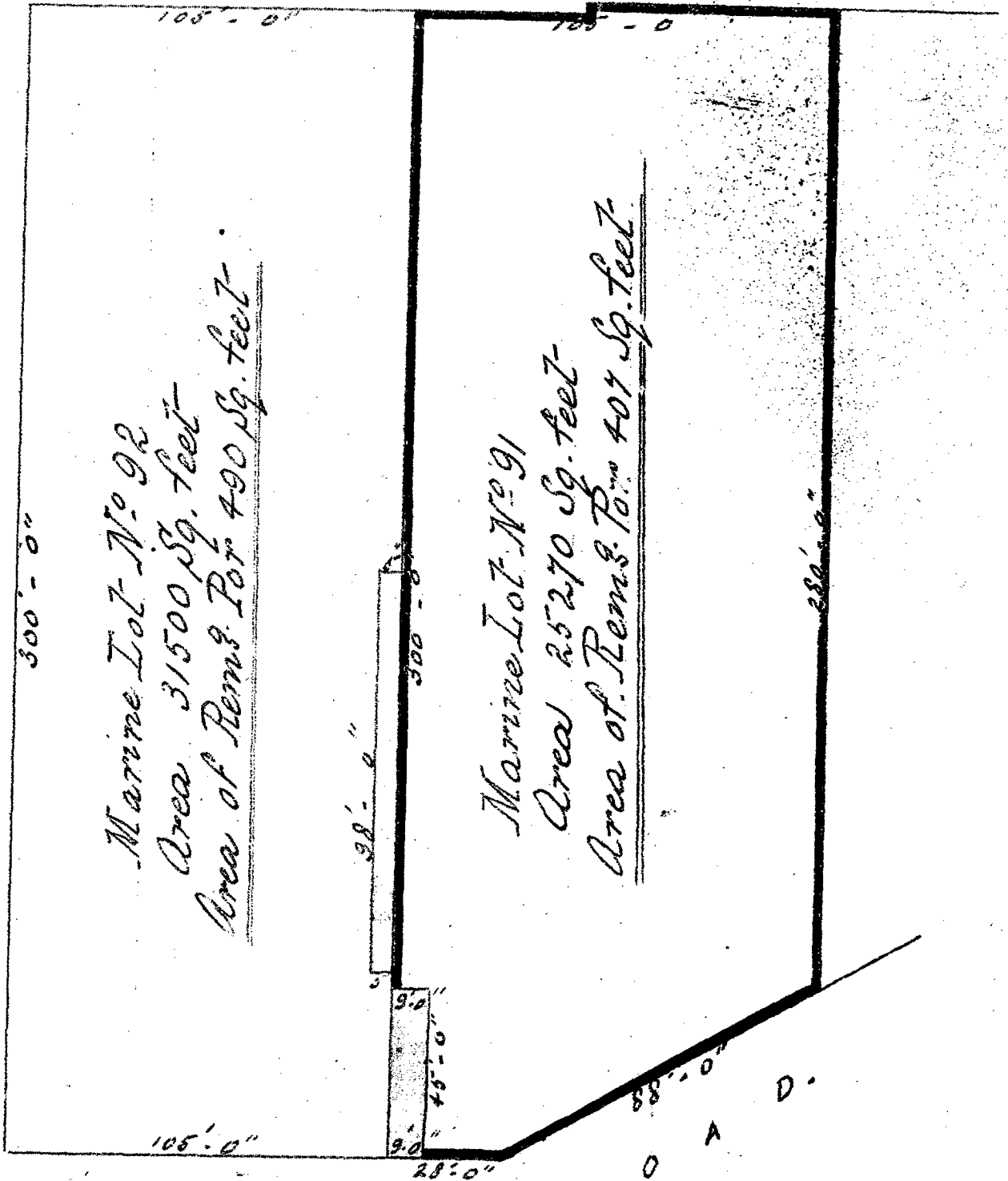
104. What effect would the completion of the Praya between the Eastern and Western portions of the City be likely to have? Is it an undertaking that should be commenced at once?

105. Is there any portion of the sea shore in the Colony where reclamations are desirable?

Plan of Marine Lots Nos 91 and 92
Shewing the Remaining Portions tinted
red, the Owners of which pay Crown
Rent for the whole areas.

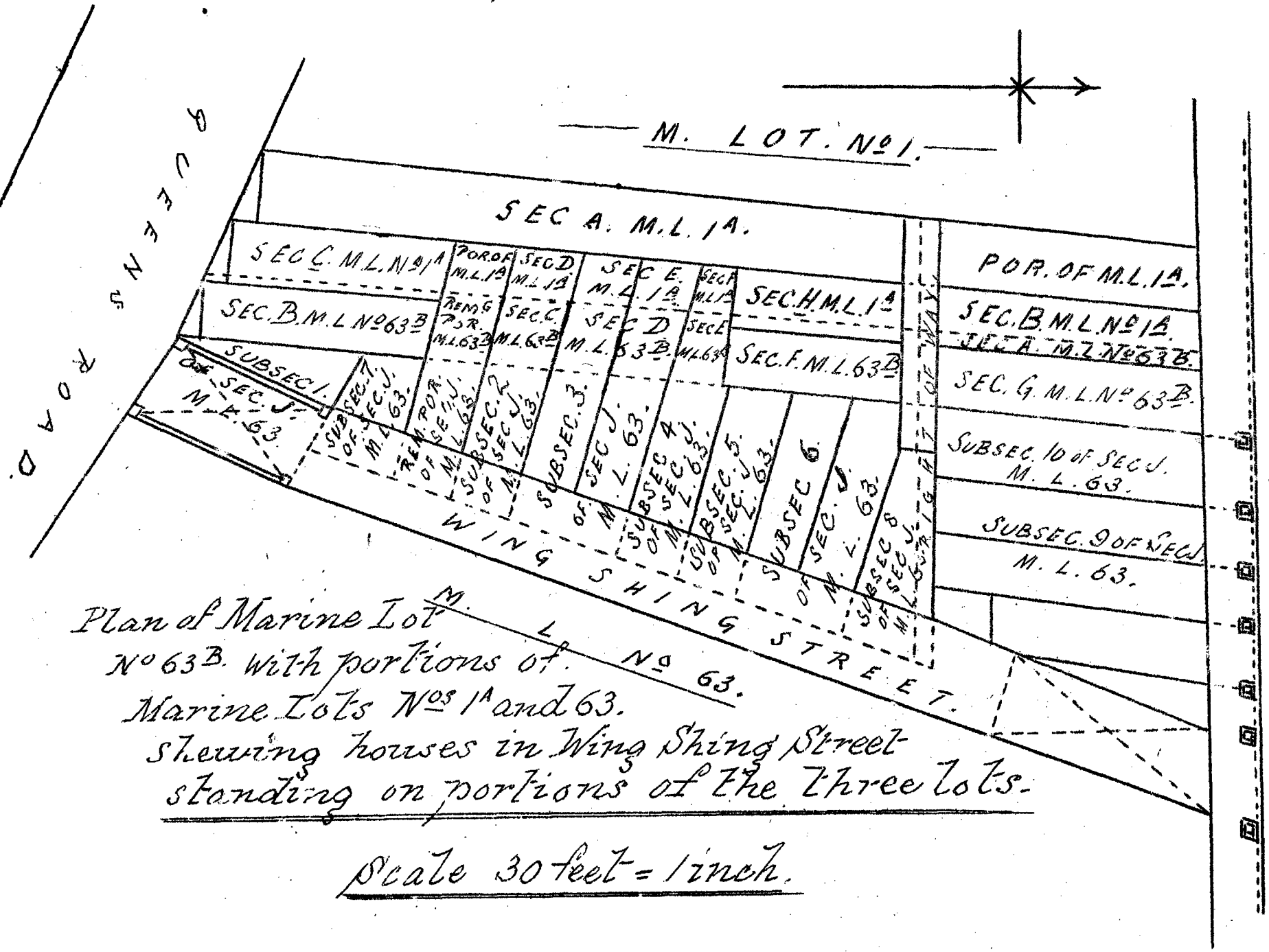
P R A Y A .

N E W E A S T S T R E E T .



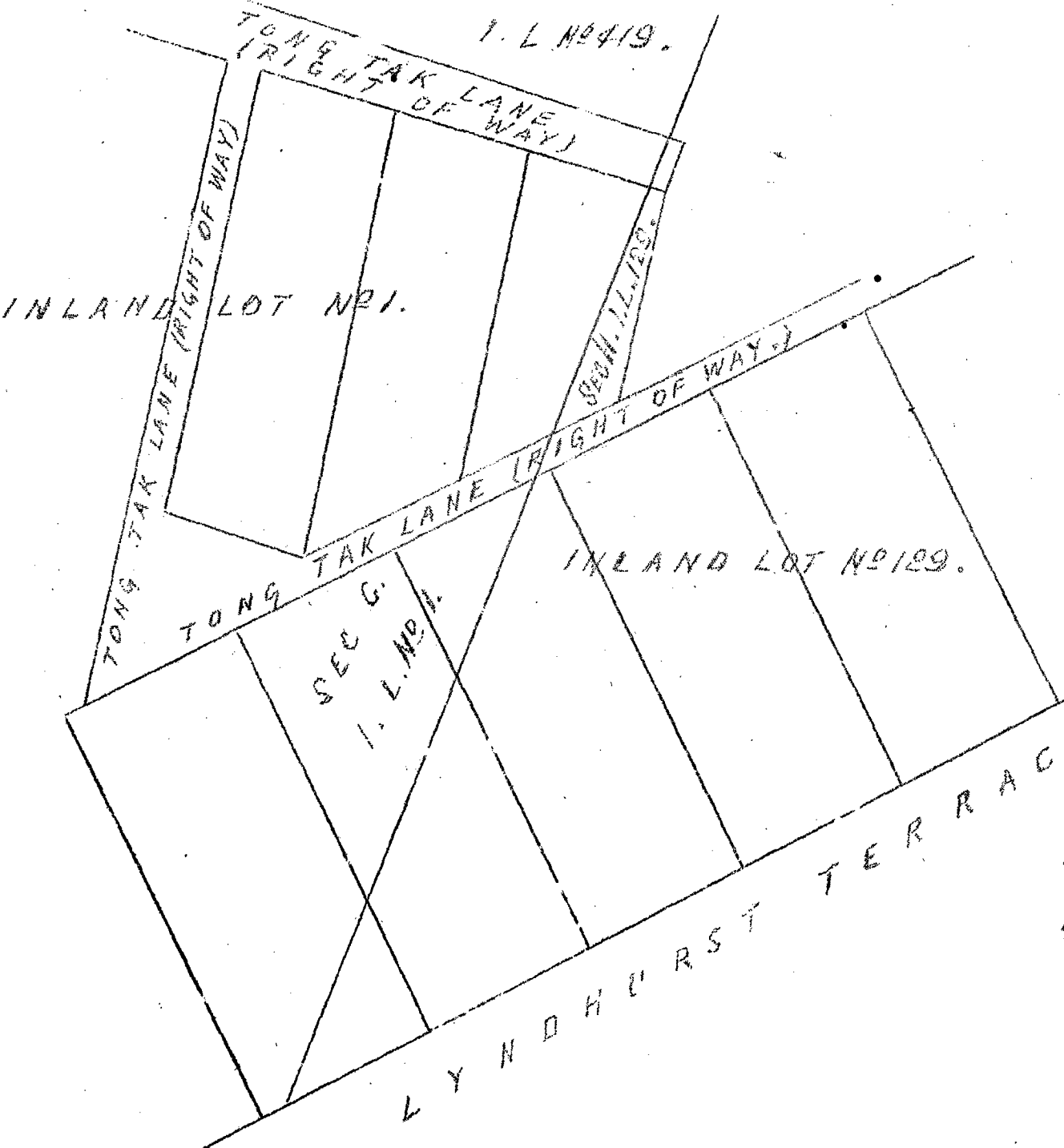
Q U E E N S

R O A D .



Plan of Marine Lot ^{M.} L. No. 63B. with portions of ^{M.} L. No. 63.
 Marine Lots Nos 1A and 63.
 showing houses in Wing Shing Street
 standing on portions of the three lots.

Scale 30 feet = 1 inch.

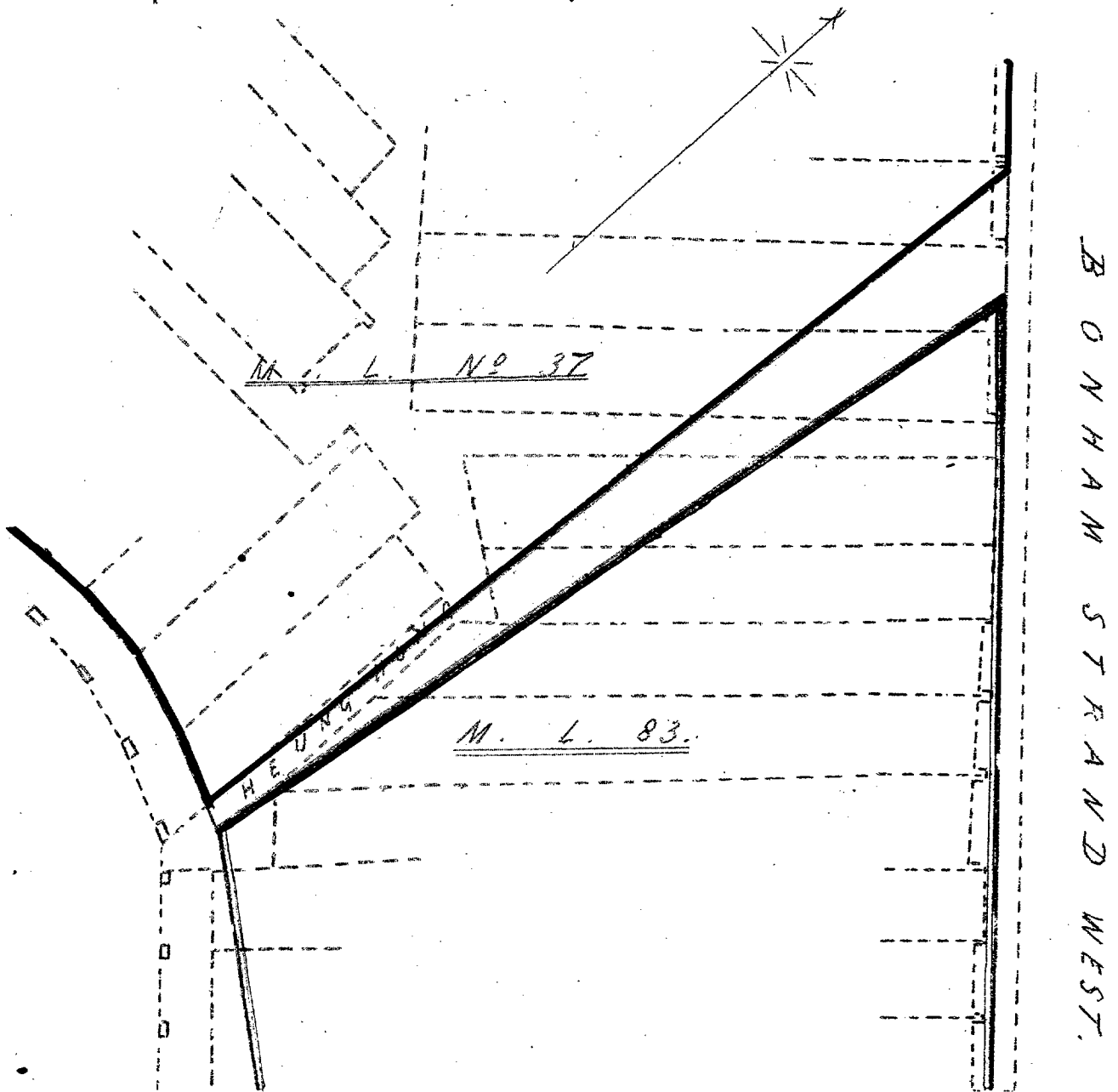


Plan of portions of Inland Lots Nos 1 & 129 shewing Tong Tak Lane running obliquely through the lots and houses with the lot boundaries running through them obliquely.

Appendix, No. 2,—(Continued).

Plan, No. 4.

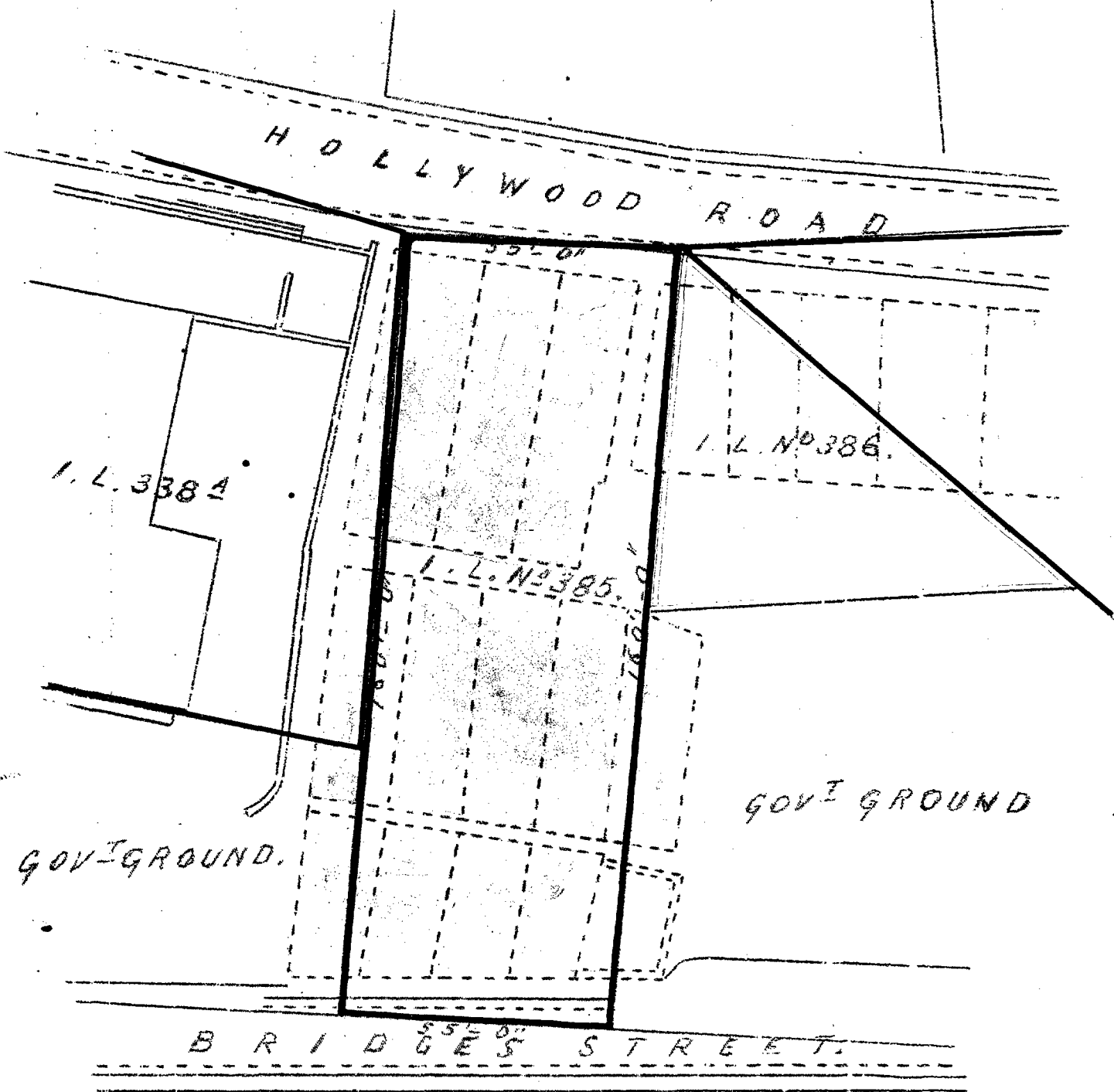
Plan showing boundaries between Marine Lots No^s 37 and 83 supposed to be identical, but really leaving the strip tinted red not included in either Lot. The houses are built over the boundaries and over the strip tinted red.



Appendix, No. 2,—(Continued).

Plan, No. 5.

Plan of Inland Lots Nos 385 & 386
showing buildings on Inland Lot No 385
encroaching over adjoining ground
and Inland Lot No 386 with no entrance
to it except through adjoining lots.



SCALE 30 FT = 1 INCH.

Appendix No. 3.

PETITION TO THE LEGISLATIVE COUNCIL SIGNED BY ALL THE SOLICITORS IN THE COLONY
AND SUPPORTED BY SEVERAL OF THE LEADING INHABITANTS, TRANSMITTING
A BILL FOR DEALING WITH LAND QUESTIONS DATED JANUARY, 1885.

To the Honourable

THE LEGISLATIVE COUNCIL

OF HONGKONG.

THE HUMBLE PETITION OF THE UNDERSIGNED PETITIONERS.

SHEWETH:—

I. That your petitioners the undersigned solicitors constitute the whole body of solicitors in the Colony of Hongkong.

II. That a very large number (it is believed a majority) of the titles to land in the Colony have, for various reasons, during the existence of the Colony, fallen into a most complicated and entangled condition, so much so that there are, as your said petitioners have experienced, a very great number of titles which, though possibly so far good in the sense that no one could dispossess their owners thereof, are, from a technical point of view, practically bad in the sense of their not being, as they should be, titles which a Court of Equity would force on an unwilling purchaser.

III. Owing to these facts the transfers of land in the Colony have become to a large extent difficult, if not, indeed, on open contracts, impracticable undertakings, demanding strong guarding conditions of limitation on sales, which, however valuable as a protection to Vendors, are apt to startle intending purchasers and prejudice the biddings, or where the contract is an open one, such as by letter, as so many are, the result, as the experience of the last three years conclusively proves, is frequently a law-suit.

IV. In consequence of the legal difficulties above referred to attaching to transmissions of land, your said petitioners, at a meeting lately held by them, considered the whole question, and the mode that would be best in the public interest to effect a remedy.

V. At the same meeting your said petitioners unanimously passed the following resolutions:—

(1.)—That in order to assimilate the law of property in this Colony to that now in force in England, and to facilitate the transfer of land in the Colony, it is very desirable that the Imperial Acts known as the Real Property Limitation Act 1874 and the Vendor and Purchaser Act 1874 should be extended to this Colony so far as the provisions of the same are applicable and with such variations and additions as may be necessary.

(2.)—That having regard to the manner in which the Crown Lots in this Colony have been and are still being divided into Sections and such Sections into Sub-sections, and the difficulty, and in some cases the impossibility, thus occasioned in tracing and obtaining production of such of the Title Deeds as relate to the whole of the Crown Lot or Section before such division, it would greatly facilitate and cheapen the transmission of land if a system for filing official copies of all Deeds which have now to be registered in the Land Office were legalized, either by duplicate copies of such deeds being left with the originals, or by such originals being copied by clerks to be appointed for the purpose, such official copies to be taken and received as evidence of the originals, and if certified copies of the memorials of all such deeds as have already been registered were (unless and except so far as they should be proved to be inaccurate) to be taken to be sufficient evidence of the deed and of the due execution thereof so far as the same were exemplified in the memorial.

VI. Your said petitioners also discussed several other points of practice and procedure, and came unanimously to the conclusion that without the aid of state legislation nothing effectual could be accomplished towards rescuing the land question of the Colony from its present hopeless and entangled position.

VII. The accompanying draft form of Ordinance has been prepared by your said petitioners after careful consideration and regard to the special nature of the requirements of the practice of conveyancing in the Colony.

VIII. If an Ordinance to the proposed effect were passed, your said petitioners have no hesitation in saying that it would be a great relief to a large majority of land-owners and would materially facilitate dealings with lands in this Colony.

Your said petitioners therefore humbly pray Your Excellency and the Legislative Council to introduce an Ordinance to the above effect and your petitioners will ever pray, &c.

A. B. JOHNSON,
Crown Solicitor.

WILLIAM WOTTON.

VICTOR H. DEACON.

ALFRED PARKER STOKES.

H. L. DENNYS.

F. H. O. WILSON

C. ERNEST BOWLES.

ERNEST R. WOOD.

W. H. R. MOSSOP.

MATHEW J. D. STEPHENS.

HENRY J. HOLMES.

CREASY EWENS.

H. T. ARKCOLL.

DANIEL E. CALDWELL.

GODFREY C. C. MASTER.

WE, the undersigned residents and landowners of the Colony of Hongkong, having read the foregoing Petition, are advised and firmly believe that if its prayer be granted the effects will be of a highly beneficial nature to the large body of residents who have interests in, and will greatly facilitate dealings with, lands in this Colony.

W. KESWICK.

T. JACKSON.

F. D. SASSOON.

WONG SHING.

C. P. CHATER.

WM. H. FORBES.

A. P. McEWEN.

J. S. LAPRAIK

by his Attorney,

C. D. BOTTOMLEY.

C. D. BOTTOMLEY.

E. R. BELLIOS.

E. MACKINTOSH.

J. BELL-IRVING.

H. HOPPIUS.

A. GULTZOW.

M. GROTE.

M. E. SASSOON.

C. STIEBEL.

W. KERFOOT HUGHES.

L. POESNECKER.

C. ERDMANN.

A. McIVER.

H. W. DAVIS

by his Attorney,

FRED. T. P. FOSTER.

EDMUND SHARP

by his Attorney,

FRED. T. P. FOSTER.

GRANVILLE SHARP

by his Attorney,

FRED. T. P. FOSTER.

FRED. T. P. FOSTER.

J. GODFREY BIRD.

CLEMENT PALMER.

DORABJEE NOWROJEE.

F. DODWELL.

W. H. RAY.

E. L. WOODIN.

A. McCONACHIE

Attorney for the Executors of

R. J. GILMAN, Deceased.

R. J. ASHTON

by his Attorney,

A. McCONACHIE.

A. E. HUDSON

by his Attorney,

A. McCONACHIE.

W. S. YOUNG

by his Attorney,

A. McCONACHIE.

H. G. THOMSETT.

J. P. McEVEN

by his Attorney,

H. G. THOMSETT.

R. K. LEIGH.

CHEONG KAI.

LI SING.

YU SUIWAN.

HO LAI SHI

by her Attorney,

HO KAI.

WEI A YUK.

LEE TUCK CHEONG.

CHOA CHEE BEE.

CHAN TAI

by his Attorney,

PUN PONG.

CHING KWAI

by his Attorney,

PUN PONG.

FORM OF ORDINANCE ENCLOSED IN THE ABOVE PETITION.

A BILL

ENTITLED

An Ordinance for the further limitation of actions and suits relating to the recovery of land and rent and for altering and amending the law of conveyancing within the Colony of Hongkong, 1885.

WHEREAS it is desirable further to limit the times within which actions or suits may be brought within the Colony of Hongkong for the recovery of land or rent and of charges thereon, and to facilitate the transfer of land within the Colony by means of certain amendments in the law of conveyancing: Be it therefore enacted by the Governor of Hongkong, with the advice of the Legislative Council thereof as follows:—

1. This Ordinance may be cited as *The Conveyancing Ordinance, 1885.*

Short title.

2. The terms hereinafter mentioned shall have the meanings assigned to them unless there be something either in the subject or context repugnant to such construction that is to say:—

Interpretations.

The expression "the Land Office" shall mean the Land Office of the Colony.

The Land Office.

The expression "the Land Officer" shall mean the person (other than the Governor) who shall for the time being have the lawful control and superintendence of the Land Office.

The Land Officer.

The word "Land" shall extend to messuages, land, tenements and hereditaments of any tenure situate in the Colony.

Land.

The expression "the Court" shall mean the Supreme Court of the Colony.

The Court.

3. After the commencement of this Ordinance no person shall make an entry or distress, or bring any action or suit, to recover any land or rent, but within twelve years next after the time at which the right to make such entry or distress, or to bring such action or suit, shall have first accrued to some person through whom he claims, or, if such right shall not have accrued to any person through whom he claims then within twelve years next after the time at which the right to make such entry or distress, or to bring such action or suit, shall have first accrued to the person making or bringing the same.

No land or rent to be recovered but within twelve years after the right of action accrued. [37 & 38 Vict., c. 57, s. 1.]

4. A right to make an entry or distress, or to bring an action or suit to recover any land or rent shall be deemed to have first accrued, in respect of an estate or interest in reversion or remainder, or other future estate or interest, at the time at which the same shall have become an estate or interest in possession by the determination of any estate in respect of which such land shall have been held, or the profits thereof or such rent shall have been received, notwithstanding that the person claiming such land or rent, or some person through whom he claims, shall, at any time previously to the creation of the estate which shall have determined, have been in the possession or receipt of the profits of such land, or in receipt of such rent; but, if the person last entitled to any particular estate on which any future estate or interest was expectant shall not have been in the possession or receipt of the profits of such land, or in receipt of such rent, at the time when his interest determined, no such entry or distress shall be made, and no such action or suit shall be brought by any person becoming entitled in possession to a future estate or interest but within twelve years next after the time when the right to make an entry or distress, or to bring an action or suit for the recovery of such land or rent, shall have first accrued to the person whose interest shall have so determined, or within six years next after the time when the estate of the person becoming entitled in possession shall have become vested

Provision for case of future estates. [37 & 38 Vict., c. 57, s. 2.]

Time limited to six years when person entitled to the particular estate out of possession, &c.

in possession, (whichever of those two periods shall be the longer) and, if the right of any such person to make such entry or distress, or to bring any such action or suit, shall have been barred under this Ordinance, no person, afterwards claiming to be entitled to the same land or rent in respect of any subsequent estate or interest under any deed, will, or settlement executed or taking effect after the time when a right to make an entry or distress, or to bring an action or suit for the recovery of such land or rent, shall have first accrued to the owner of the particular estate whose interest shall have so determined as aforesaid shall make any such entry or distress, or bring any such action or suit, to recover any such land or rent.

In cases of
infancy,
coverture or
lunacy when
right of action
accrues, six
years to be
allowed from
termination of
disability or
previous death.
[37 & 38 Vict.,
c. 57, s. 3.]

5. If, at the time at which the right of any person to make an entry or distress or to bring an action or suit to recover any land or rent, shall have first accrued as aforesaid, such person shall have been under any of the following disabilities, that is to say, infancy, coverture, idiocy, lunacy, or unsoundness of mind, then such person, or the person claiming through him, may, notwithstanding that the period of twelve years or six years (as the case may be) hereinbefore limited shall have expired, make an entry or distress, or bring an action or suit to recover such land, or rent, at any time within six years next after the time at which the person to whom such right shall first have accrued shall have ceased to be under any such disability, or shall have died (whichever of those two events shall have first happened).

No time
allowed for
absence from
Colony.
[37 & 38 Vict.,
c. 57, s. 4.]

6 The time within which any such entry may be made, or any such action or suit may be brought as aforesaid, shall not in any case after the commencement of this Ordinance be extended or enlarged by reason of the absence from the Colony, during all or any part of that time, of the person having the right to make such entry, or to bring such action or suit, or of any person through whom he claims.

Thirty years
utmost allow-
ance for
disabilities.
[37 & 38 Vict.,
c. 57, s. 5.]

7. No entry, distress, action, or suit shall be made or brought by any person who, at the time at which his right to make an entry or distress or to bring an action or suit to recover any land or rent shall have first accrued, shall be under any of the disabilities hereinbefore mentioned or by any person claiming through him but within thirty years next after the time at which such right shall have first accrued, although the person under disability at such time may have remained under one or more of such disabilities during the whole of such thirty years, or although the term of six years from the time at which he shall have ceased to be under any such disability, or have died shall not have expired.

Mortgagor to
be barred at
end of twelve
years from the
time when
mortgagee
took posses-
sion or from
last written
acknowledg-
ment.
[37 & 38 Vict.,
c. 57, s. 7.]

8. When a mortgagee shall have obtained the possession or receipt of the profits of any land, or of any rent comprised in his mortgage the mortgagor, or any person claiming through him, shall not bring any action or suit to redeem the mortgage but within twelve years next after the time at which the mortgagee obtained such possession or receipt, unless in the meantime an acknowledgment in writing of the title of the mortgagor, or of his right to redemption, shall have been given to the mortgagor or some person claiming his estate, or to the agent of such mortgagor or person, signed by the mortgagee or the person claiming through him; and in such case no such action or suit shall be brought but within twelve years next after the time at which such acknowledgment, or (if more than one) the last of such acknowledgments was given, and when there shall be more than one mortgagor, or more than one person claiming through the mortgagor or mortgagors, such acknowledgment, if given to any of such mortgagors or persons, or his or their agent, shall be as effectual as if the same had been given to all such mortgagors or persons, but where there shall be more than one mortgagee, or more than one person claiming the estate or interest of the mortgagee or mortgagees, such acknowledgment, signed by one or more of such mortgagees or persons shall be effectual only as against the party or parties signing as aforesaid, and the person or persons claiming any part of the mortgage money or land or rent by from or under him or them, and any person or persons entitled to any estate or interest, to take effect after or in defeasance of his or their estate or interest, and shall

not operate to give to the mortgagor or mortgagors a right to redeem the mortgage as against the person or persons entitled to any other undivided or divided part of the money or land or rent; and where such of the mortgagees or persons aforesaid as shall have given such acknowledgment shall be entitled to a divided part of the land or rent comprised in the mortgage, or some estate or interest therein, and not to any ascertained part of the mortgage money, the mortgagor or mortgagors shall be entitled to redeem the same divided part of the land or rent on payment, with interest, of the part of the mortgage money which shall bear the same proportion to the whole of the mortgage money as the value of such divided part of the land or rent shall bear to the value of the whole of the land or rent comprised in the mortgage.

9. No action or suit or other proceeding shall be brought to recover any sum of money secured by any mortgage, judgment, or lien, or otherwise charged upon or payable out of any land or rent at law or in equity, or any legacy, but within twelve years next after a present right to receive the same shall have accrued to some person capable of giving a discharge for or release of the same, unless in the meantime some part of the principal money or some interest thereon, shall have been paid, or some acknowledgment of the right thereto shall have been given in writing signed by the person by whom the same shall be payable, or his agent, to the person entitled thereto or his agent, and in such case no such action or suit or proceeding shall be brought but within twelve years after such payment or acknowledgment, or (if more than one) the last of such payments or acknowledgments was given.

Money charged on land and legacies to be deemed satisfied at the end of twelve years if no interest paid nor written acknowledgment given meantime. [37 & 38 Vict., c. 57, s. 8.]

10. After the commencement of this Ordinance no action, suit, or other proceeding shall be brought to recover any sum of money or legacy charged upon, or payable out of, any land or rent, at law or in equity, and secured by an express trust, or to recover any arrears of rent or of interest in respect of any sum of money or legacy so charged or payable, and so secured, or any damages in respect of such arrears, except within the time within which the same would be recoverable if there were not any such trust.

Time for recovering charges and arrears of interest not to be enlarged by trusts for raising same. [37 & 38 Vict., c. 57, s. 10.]

11. In the completion of any contract for sale of land made prior to or after the commencement of this Ordinance, and subject to any stipulation to the contrary in the contract, twelve years shall be the period of commencement of title which a purchaser may require.

Twelve years the root of title. [37 & 38 Vict., c. 78, s. 1.]

12. In the completion of any such contract as aforesaid and subject to any stipulation to the contrary therein, the obligations and rights of vendor and purchaser shall be regulated by the following rules, that is to say:—

Rules for regulating obligations and rights of vendor and purchaser. [37 & 38 Vict., c. 78, s. 2.]

First. Under a contract to grant or assign a term of years, whether derived or to be derived out of a freehold or leasehold estate, the intended lessee or assignee shall not be entitled to call for nor enquire into nor make any objection to the title to the freehold;

[37 & 38 Vict., c. 78, s. 2.]

Second. Recitals statements, and descriptions of facts, matters, and parties contained in deeds, instruments, ordinances, or statutory declarations twelve years old at the date of the contract, shall, unless and except so far as they shall be proved to be inaccurate, be taken to be sufficient evidence of the truth of such facts, matters, and descriptions;

[37 & 38 Vict., c. 78, s. 2.]

Third. The inability of the vendor to furnish the purchaser with a legal covenant to produce and furnish copies of documents of title shall not be an objection to title in case the purchaser will, on the completion of the contract, have an equitable right to the production of such documents;

[37 & 38 Vict., c. 78, s. 2.]

Fourth. Such covenants for production as the purchaser can and shall require, shall be furnished at his expense and the vendor shall bear the expense of perusal and execution on behalf of and by himself and on behalf of and by all necessary parties other than the purchaser;

Fifth. Where the vendor retains any part of or any interest in any estate to which any documents of title relate, he shall be entitled to retain such documents but shall, at his own expense if required, give to the purchaser notarially certified copies of such documents as he shall retain ;

Sixth. The inability of the vendor to get in the legal estate of and in any land contracted to be sold which shall have been outstanding for a period of at least twelve years immediately preceding the date of the contract shall not be an objection to title.

Trustees may sell, &c., notwithstanding rules. [37 & 38 Vict., c. 78, s. 3.]

13. Trustees who are either vendors or purchasers may sell or buy without excluding the application of the 10th section of this Ordinance.

Vendor or purchaser may obtain decision of Judge in chambers as to requisitions or objections, &c. [37 & 38 Vict., c. 78, s. 9.]

14. A vendor or purchaser of land, or their representatives respectively, may at any time and from time to time apply in a summary manner to a Judge of the Court in Chambers in respect of any requisitions or objections, or any claim for compensation, or any other question arising out of, or connected with the contract not being a question affecting the existence or validity of the contract, and thereupon the judge shall make such order as to him shall appear just, and shall order how and by whom all or any of the costs of and incident to the application shall be borne and paid.

Copies of deeds, &c., to be made by land officer.

15. The land officer shall make and retain in the Land Office a copy (certified by him to be a true copy) of every deed, probate, letters of administration, judgment, or other instrument, or writing, whether under seal or not, which shall be registered in the Land Office under Ordinance No. 3 of 1884, or Ordinance No. 10 of 1856, and such certified copy shall be taken to be sufficient evidence of the original deed, probate, letters of administration or other instrument or writing of which it is a certified copy.

Notarially certified copies of powers of attorney, &c., to be registered.

16. Where any person shall desire to register in the Land Office any deed, or other instrument, or writing, whether under seal, or not, which shall have been or shall purport to have been executed or signed by the attorney of any party thereto under a power of attorney or other authority in writing such person shall simultaneously with such registration deposit in the Land Office a notarially certified copy of such power of attorney or other authority, and such notarially certified copy shall be taken to be sufficient evidence of the original power of attorney or authority of which it is a notarially certified copy, and any deed or other instrument, or writing, whether under seal or not, which prior to the commencement of this Ordinance shall have been or shall purport to have been executed or signed under or by virtue of any power of attorney or other authority in writing whether such power of attorney or other authority can be produced or not shall, unless and except so far as the contrary be proved, be deemed to have been duly and lawfully executed in pursuance of such power of attorney or other authority, and such power of attorney or other authority shall, unless and except so far as the contrary be proved, be deemed to have contained full and sufficient power and authority for the execution or signature of such deed or other instrument or writing.

True copies of memorials of deeds, &c., registered prior to the commencement of Ordinance to be evidenc.

17. A copy certified by the land officer to be a true copy of the registered memorials of any deed or other instrument or writing which shall have been registered in the Land Office prior to the commencement of this Ordinance shall, unless and except so far as the same shall be proved to be inaccurate, be taken to be sufficient evidence of the contents, and due execution of the deed, or other instrument or writing of the memorial of which it is a certified copy.

Commencement of Ordinance.

18. This Ordinance shall commence and take effect on the day of 1885.

Appendix No. 4.

JUDGMENTS OF THE SUPREME COURT OF HONGKONG.

No. 1.

IN THE SUPREME COURT OF HONGKONG. ORIGINAL JURISDICTION.

Suit No. 61 of 1878.

Between OW YEONG KWON SEK, *Plaintiff*,

and

TANG A LOK, *Defendant*.*Judgment of The Honourable Sir George Phillippo Kt., Chief Justice, delivered 21st May, 1883.*

This suit, which has been pending for a long time, was brought by the plaintiff in respect of Inland Lot No. 323, which was taken by the Government in 1876 for a market, and for which certain lands were given by the Government to the defendant in exchange. Neither the plaintiff nor defendant deserve any sympathy in this case, the one having abandoned his property according to his own account, and the other having, according to his account, purchased without any title and spent money upon the land which he had so acquired.

Like other cases which have come before the Court, it shows how little in former days the interests of the Crown have been looked after, and it also seems to show that if some measures are not speedily taken to prevent it, before very long many of the titles to land in the Colony will be in a state of great if not hopeless confusion. It is admitted on both sides that in February, 1851, Inland Lot No. 323, which had been previously granted by the Crown, was assigned by the assignee of the original Crown Lessee, and that a memorial was registered at the Land office of an assignment from LOK AYEE to OW YEONG KWON SEK. The plaintiff alleges that the land was purchased by his father for him, and that the assignment was taken by his father purposely in his name, and that his father let him into possession, and that in 1854 or about that time he built three wooden houses thereon, and let the land and premises to one WONG YEE for \$9 per month, payable quarterly. That he received three quarters' rent from WONG YEE when he borrowed \$100 from him upon an agreement that he should pay himself out of the rent, and shortly after left Hongkong and did not return until 1876, when he returned in consequence of some letters he received from the defendant addressed to his father in respect of this land. It further appeared from the evidence that WONG YEE had parted with the land in question to TANG ALOK, but it was alleged that the plaintiff was not the OW YEONG KWON SEK to whom the land was assigned by LOK AYEE, but that this real OW YEONG KWON SEK or KUM SEK was an older man, a carpenter by trade, who has never been heard of by any one for many years. That this OW YEONG KWON SEK allowed the Crown rent to fall into arrear, when the land was sold by public auction and was bought at auction by WONG YEE for \$44. There is no doubt that the defendant entered into possession and was in possession for many years but there is no satisfactory evidence of any sale by auction or purchase by WONG YEE. In 1876 the property was required by Government for a market and negotiations were opened with TANG ALOK for an exchange with him of other land for the land in question. It was soon discovered, however, that TANG ALOK had no title. TANG ALOK seems to have referred to WONG YEE, but WONG YEE had no title either. Whether the sale by auction had been mentioned to any one before or whether it was then suggested for the first time is not clear, but at any rate it appears to have been communicated to the Crown Solicitor that such was the case and the Crown Solicitor seems to have suggested a statutory declaration by WONG YEE and TANG ALOK and a surrender to the Crown by WONG YEE and TANG ALOK of the land in question and a Crown grant to TANG ALOK of the land to be exchanged. We are not informed as to when this suggestion of the Crown Solicitor was made, but TANG ALOK seems immediately to have opened negotiations with WONG YEE to induce him to sign the necessary papers. WONG YEE, however, who it is said was living at Chinese Kowloon, was not inclined to do so without being paid for his trouble, and according to TANG ALOK's own account wanted \$300 for his trouble. This TANG ALOK was unwilling to pay and he wrote the following letter to the father of the plaintiff:—

(Translation.)

HONGKONG, 7th April, 1876.

To Mr. SHUN, my benevolent brother,

SIR,

I respectfully state that notwithstanding I am a great distance from you, you are always in my mind. Trusting that you and your family are enjoying perfect health and good luck, and your sons and grandsons are worthy and virtuous. I am very thankful for the good advice which you have so constantly given me when you were in Hongkong, I have lately bought a piece of ground from WONG YEE situated at Wanchai, Inland Lot No. 323. Now the British Government used the said ground for forming a market, and they agree to give the ground No. 686 Saiyingpün in exchange, but they are so dull of understanding and foolish and say that I have no deed for the former ground to hold for proof and they press me to find out a witness to give satisfactory proof before the exchange be undertaken. I understood that this

ground was formerly bought by you from the Government afterwards the Government sold it by auction on account of your owing certain amounts for Crown rent. WONG YEE bought the said ground at auction without a title deed, and I bought it from WONG YEE but there was no deed of transfer given either to WONG YEE nor to me.

Now, dear Sir, have you got the old deed in your hands and if so I shall be very grateful if you will kindly bring it with you as soon as possible to my house at Hongkong. If the deed is missing I beg of your goodness to come and give satisfactory proof that the ground is yours. The passage expenses on your coming here, and going back, I shall repay heavily, I hope you will not refuse. Herewith I enclose one dollar, please examine and receive. Hoping you are getting riches and enjoying health. (A card enclosed named TANG WAI CHING).

(Translation.)

HONGKONG, 16th May, 1876.

To HAK SHUN, my benevolent brother,

I respectfully state that I bought a piece of ground from WONG YEE, Inland Lot No. 323, situate at Wanchai, with three houses thereon. It was originally your ground, you left it to WONG YEE to live there. Because five quarters Crown rent were owing, therefore Government sold the ground by auction. WONG YEE says he has bought it at auction but there is no deed granted to him. Certainly WONG YEE did not buy it at auction. The deed is registered in your name. Crown rent is paid regularly by me in your name. Now the Government used the ground for forming a market and gave a piece of ground at Saiyingpún in exchange, but I have no deed for the ground in my hands therefore Government object to issue a deed to me and say a deed must be made to be signed by you before the exchange is undertaken. I send Mr. Woo SAM to your house and beg you will come to Hongkong with him. I shall give you one hundred dollars for your trouble. Hoping you are getting riches and enjoying good health, in haste.

(Signed) TANG HOG KAI.

(Seal) TANG YUNE CHEONG.

Upon receipt of the last of these letters the plaintiff came down and it would seem that upon the plaintiff refusing to part with his interest in the land for \$100 and finding that the plaintiff had no title deeds in his possession the defendant closed with WONG YEE for \$150 and their surrender of the land was accepted by the Government and a new grant given to the defendant for the land which had been agreed to be given him in exchange. The plaintiff at once took the two letters to Mr. HOLMES to commence proceedings against the defendant and those letters have been in Mr. HOLMES' possession ever since. At the trial the defendant swore himself and produced witnesses to prove that the original owner of the land was not the plaintiff Ow YEONG KWON SEK, the son of the person to whom he had written, but Ow YEONG KWON or KUM SEK, a carpenter who had not been heard of for many years, but I was not satisfied with the evidence. The cause has now been pending for several years since, and during all that time no better evidence can be produced by the defendant, because, I presume, no better can be obtained, and I do not see how the defendant can get over the statements made in his letters which he eventually admitted were written by his direction, he well knowing the person to whom they were addressed to be the father of the plaintiff, unless he can explain how it was that he came to make such a mistake as to suppose that the plaintiff's father had anything to do with the land in question if he knew all the time that it was owned by quite a different person. Several technical objections as to the admission of evidence were taken by the Attorney General, which I decided to overrule upon the trial and which decision, upon consideration, I have seen no reason to alter, and although it would have been much more satisfactory if the plaintiff had been able to produce his title deeds, yet as between him and the defendant I do not see that he ought to lose his land because he has been unable to do so. It would also have been much more satisfactory, and this case never could have arisen, if the Crown had exercised its rights years ago and entered on possession of this land. But I have to deal with matters as they stand. The plaintiff has made out to my satisfaction that he was the person in whom the land was vested in 1851, and it is admitted that since then he has done nothing to part with his rights to the land in question and that the statute of limitations does not apply in his case. That being so the question remains as to what redress he should receive. It seems to me inequitable that under the particular circumstances of this case he should recover either the value of the original piece of the land with the improvements effected thereon or that he should recover the pieces of land which the Government have given the defendant in exchange for the original piece of land together with the improvements effected by the defendant, and it was so admitted by the plaintiff's counsel. The order of the court will be therefore such as was suggested by the plaintiff's counsel, viz.: that it be referred to the Registrar to ascertain the value of the land apart from any buildings thereon at the time it was taken over by the Government, and that the defendant shall pay to the plaintiff the amount which shall be so found to be such value, together with the costs of this suit. The defendant would have found it cheaper to have settled with the plaintiff in the first instance than to have paid \$150 to WONG YEE for joining in the surrender to the Crown especially if the defendant's story was true, which appears to have been mentioned for the first time at the trial, namely that he had documents in Chinese in his possession which could not be admitted in evidence as he was not prepared with proof of their execution, but which shewed that WONG YEE had assigned to TANG ALOK his whole interest in the land many years before the surrender was made by WONG YEE and TANG ALOK to the Crown.

Appendix No. 4,—*Continued.*

No. 2.

IN THE SUPREME COURT OF HONGKONG.

ORIGINAL JURISDICTION.

Suit No. 98 of 1882.

Between Lo ON, *Plaintiff,*

and

LEE FOO WING, *Defendant.**Judgment of the Honourable Sir George Phillippo, Kt., Chief Justice, delivered 4th August, 1882.*

This case came before me upon an Agreement under the Code of Civil Procedure, Section 88, and the question for my decision is as follows:—Has the defendant a legal right to the possession of No. 46, Jervois Street, Victoria, Hongkong not barred by the Statute 3 and 4, Wm. IV. C. 27?

The premises in question were a portion of Inland Lot No. 202 which was granted by a Crown Lease dated 3rd June, 1846, to one CHING CHEONG for 75 years.

By an Indenture bearing date the 28th December, 1850, indorsed on the Crown Lease of 3rd June, 1846, and made or purporting to be made between Her Majesty the Queen of the one part and JOHN GRAHAM MORRISON of the other part After reciting that Her Majesty had been pleased to direct that the term of existing Crown Leases of lands and premises in Hongkong should be extended from the period of 75 years for the further term of 924 years, and that the said JOHN GRAHAM MORRISON had represented that all the title and interest in the within Lease had duly vested in him the said J. G. MORRISON Her Majesty leased the said Lot to the said J. G. MORRISON for the term of 924 years to be computed from the expiration of the said term of 75 years at under and subject to the like rent payable in like manner as in the original Crown Lease is mentioned in respect of the rent thereby reserved and to the like covenants provisions and agreements as are therein respectively contained. By Indenture bearing date 29th July, 1881, Mr. MORRISON by his attorney Mr. RYRIE assigned to YIU CHOW and by Indenture bearing date 28th October, 1881, YIU CHOW assigned to the defendant.

It was admitted by the Attorney General who appeared together with Mr. FRANCIS and Mr. HO KAI for the plaintiff that as far as documentary Title goes the defendant had a good Title but that he, the defendant, must prove that he has the right of possession as well as Title.

Being myself of that opinion I ruled that the defendant must show a right to possession.

Mr. McKEAN, for the defendant, then called some evidence to show that in 1868 the premises had been rebuilt after a fire by the Agent of Mr. MORRISON, but he was unable to give satisfactory evidence that such was the case. Mr. McKEAN whilst admitting present possession in plaintiff, refusing to admit 20 years adverse possession, the Attorney General called evidence to that effect which was unshaken by cross-examination and remained uncontradicted.

It was contended on the part of the defendant that the 3rd and 4th Wm. IV. did not apply to this Colony inasmuch as all lands in the Colony are held by Lease from the Crown and the Statute of Limitations did not bind the Crown who, if bound at all, come under the provisions of 9 Geo. III. C. 16. and several cases were cited in support of this contention. Upon examination of them however they do not appear to me to bear out the contention. One of the cases related to disseisin, and in another of the cases cited the trespasses alleged occurred prior to the Leases granted and not, as in this case, many years after. In that particular case therefore the Lessees took all the rights the Crown had not parted with. In this case the trespass originally, if it was a trespass, was not against the Crown but against the Lessee and the Crown's interest at the time was not prejudicially affected. (*Dart's Vendors and Purchasers* 404.)

The first entry appears from the evidence given on the part of the defendant to have taken place between the years 1855 and 1858. It does not appear whether Mr. MORRISON was or was not then in the Colony, but as it was not alleged that he was under disability during the time I conclude that he must have been in the Colony when the alleged wrongful entry was first made and that he made no objection thereto.

Mr. McKEAN also referred to Ordinance No. 3 of 1844. Now although the object of the Ordinance as stated in the preamble is "to prevent secret and fraudulent conveyances and to provide means whereby the title to real and immoveable property may be easily traced and ascertained" yet the Ordinance does not provide against merely possessory Titles in any way whatever, but merely provides for the registration of any documents affecting Title.

The Proclamation of 1st May, 1841, would seem to have provided for the abolition of merely possessory Titles up to that date and in subsequent Crown Leases the Legislature may have considered that the Crown had already provided for the prevention of merely possessory Titles, inasmuch as amongst the covenants for Title contained in the Crown Leases for which a condition of re-entry is imposed is one that "the Lessee shall not nor will let underlet mortgage or otherwise assign over or otherwise part with all or any part of the land leased for all or any part of the term demised 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 of Hongkong and paying all reasonable fees and other expenses thereon."

If the Attorney General were not counsel for the plaintiff I should perhaps have thought it necessary that he should be served with notice of this question being raised on a Crown Lease so that he might take any steps on behalf of the Crown that he might consider advisable. As it is he has notice of the suit and will as a matter of course take steps to protect the interests of the Crown if he considers such interests involved.

As the case stands at present I must hold that the defendant's right to the possession of the premises is barred by the Statute 3 and 4 Wm. IV. C. 27. which I take it is in force in this Colony as it has been decided to be in India and recognized as it has been to a certain extent by Ordinance 13 of 1864, subject to any legislation which may have affected it.

As neither the Proclamation of 1841 nor Ordinance 3 of 1844 as it seems to me in any way prohibits possessory titles as between individuals or even as against the Crown, the law of England in respect thereto must be considered to be in force here.

The defendant therefore in my opinion has not a legal right to the possession of the premises in question.

The effect of this finding is governed by the Agreement filed in the cause and is equivalent to a Judgment for the plaintiff.

Appendix No. 4,—Continued.

No. 3.

IN THE SUPREME COURT OF HONGKONG,

ORIGINAL JURISDICTION.

Suit No. 69 of 1884.

Between CHUN YIK CHUNG AND OTHERS, *Plaintiffs*,

and

M. J. D. STEPHENS, *Defendant*.

Judgment of the Honourable Sir George Phillipps, Kt., Chief Justice, delivered 6th March, 1885.

In this action the question was mainly one of boundaries between the possessors of Marine Lot 184 and Marine Lot 185.

The Plaintiffs the Owners of Marine Lot 185 complained that the defendant who was the Owner of Marine Lot 184 had pulled down a wall of a house belonging to them and was also preparing to build upon a narrow strip of land belonging to them which the defendant claimed as his property so as completely to deprive the plaintiffs of light and air through the windows of their godowns and the plaintiffs claimed \$500 for damages and that the defendant might be restrained from trespassing on their land.

The hearing lasted for some days and a considerable number of maps and plans and Title Deeds were put in evidence. The *vidé voce* evidence consisted in great part of the evidence of skilled Witnesses, Mr. DANBY on the part of the plaintiffs and Mr. HANCOCK on the part of the defendant. Their evidence, as is usual, was somewhat conflicting and if I did not see my way to come to a conclusion without deciding as to which of them was in the wrong I might have considered it necessary to refer their plans and evidence to some qualified and disinterested Surveyor for my guidance in the matter. I do not think that this is necessary, however, because their measurements were not taken from exactly the same stand points and there seems to me to be sufficient evidence to enable me to dispose of the case without reference exclusively to

either of the plans or to the measurements that are in dispute. Mr. HANCOCK's evidence was based entirely upon the lease measurements of a large block of ground which had been sold to various parties without taking into account the dealings which had taken place with regard to the land in the meantime. This might have been very conclusive had the ground remained unbuilt upon, but I do not think that we can rely entirely upon lease measurements where the ground has been built upon with the assent, express or implied, of the Government and the adjoining lot owners. Even admitting him to be correct in his assumptions and his measurements, which appear to have been made from West to East, I cannot agree with him that it amounts to an assumption, far less to proof, that there was an encroachment at any time by the Owner of Lot 184 on Whitty Street. The block in question now consists of Marine Lots 184, 185, 186, 205, 204 and 198 running along the Praya in the order named from West to East. The first reference to these Lots that was produced in evidence was in a Sale plan which was headed "Plan of Sale of Crown Land for Sale by public auction 28th June, 1861, and following days," signed by the Surveyor General and approved by the Governor.

From that plan it would appear that Lots 184, 185, 186 were, amongst other Lots, to be offered for Sale. Lots subsequently sold as 204 and 205 were marked Ochterlony Battery and the Lot subsequently sold as 197 was marked as reserved. These Lots all appear to lie between two Streets, one on the East and one on the West, with a Street through the middle between Ochterlony Battery and Lot 186, having the Praya on the North and Lots No. 184, 185, 186 having a road at the South, Ochterlony Battery having some reserved Land at the South and the Lot subsequently sold as 197 having another Road considerably further back from the road marked as the Southern boundary of 186 and 187 called Battery Road as its Southern boundary.

It must, however, be observed that these boundaries were not actual boundaries but simply boundaries marked upon the plan and there appears to have been no boundary actually in existence when this Sale plan was made, although the measurements of Lots 184, 185 and 186 are given on the North, South, East, and West on each Lot.

Lots 184, 185, 186 were sold shortly after at or about the same time. There purports upon the Sale plan to be a Street on the East of these Lots, a Street on the West, the Praya on the North, and a public road on the South, when in fact, as appears by the plan itself, there could have been no Streets, Praya, or public road, the plan showing low water mark and high water mark as being well inside the lots and the hill coming down where the public road should have been at the back.

How these lots were measured we have no evidence to show, but it could not under the circumstances I should imagine have been very accurately done. There seems to have been a point stretching into the sea at Ochterlony Battery beyond the extent of the proposed Praya at low water, and I presume the Northern measurements were taken from a point on Ochterlony Battery, which stood above the low water mark and almost on a level with the inside of the proposed Praya, by boat.

The Leases for Marine Lots 184 and 185 were granted to the same purchaser on the 22nd October, 1861, and for Marine Lot 186 on 2nd November, 1861. The boundaries given on the Leases are the same as mentioned in the Sale plan.

No evidence has been given as to when the Praya was made nor as to when the Streets on the East and West sides of Lots 184, 185, and 186 were laid out, nor as to when, if ever, the proposed road on the South side of these Lots connecting with the Streets on the East and West side thereof was made, nor has any evidence been given as to what took place on the purchasers entering into possession.

On 25th February, 1862, a Lease was granted of Marine Lot 198 which was marked as reserved on the Sale plan of 28th June, 1861, which afterwards, owing to the abandonment of the road between Ochterlony Battery and Lot No. 186, became the Westernmost portion of a larger block of land than the original block which had as its Western boundary the Western end of Lot No. 186.

By the 16th November, 1864, it seems to have been decided to sell Ochterlony Battery, to do away with the road between Ochterlony Battery and Lot No. 186, and to remove the road which was to run at the back of Lots 184, 185, 186 and to make it a continuation of the road at the back of Marine Lot 198, which was to continue along the Southern boundary of Lots 205 and 204, as on a Sale plan of that date signed by the Surveyor General and approved by the Governor I find that Battery Road is extended to the South Western end of Lot No. 184, and that the former site of Ochterlony Battery extending it back to Battery Road and including the road between Ochterlony Battery and Lot No. 186 was to be offered for Sale by auction in 2 Lots, Lots No. 204 and 205 as well as the portions of Land South of Lots 186, 185 and 184, lying between those lots and the proposed extension of Battery Road.

Lots 204 and 205 were sold and Leases of them were granted to the same purchaser on the 4th March, 1865, but the other pieces are marked on the Sale plan as withdrawn.

Whether the Praya in front of these Lots was built when this Sale plan was made out or whether the purchasers of 186, 185 and 184 had entered into possession of their Lots at that time does not appear. The frontage of the Lots is in a straight line as nearly as possible parallel to the frontage of the Praya as it was in the Original Sale plan, and the measurements of each of the pieces of Land South of 186, 185 and 184 are given.

On the 23rd March, 1866, the then Owner of Lot 186 obtained a grant from the Government which was indorsed on or attached to the Original Crown Lease of the piece of Land to the South of Lot 186 according to the measurements contained in the Sale Plan of 1864.

In 1877, the Owner of Marine Lot 185 applied to the Government for the piece of Land South of his Lot and between his Lot and Battery Road, and instead of granting it to him according to the measurements of the Sale plan of 1864, Mr. DANBY who was then in Government employment was sent from the Surveyor General's Office to survey and take actual measurements of the ground.

Mr. DANBY made a survey of Lots 186, 185 and 184 he found he says a well defined boundary on the Eastern side of Lot 186, and made it the Western boundary of Lot 185 he then obtained the other boundaries of Lot 185 by measurement and having obtained these boundaries he extended the Eastern and Western boundaries of Lot 185 to Battery Road, and plotted out Inland Lot No. 38 with an extension of the Eastern and Western boundaries of Lot 185 as defined by him, and having Lot 185 on the North and Battery Road on the South. The measurements, however, differed considerably from the measurements of the piece of Land South of Lot 185 as given in the Sale plan of 1864, and Mr. DANBY came to the conclusion that those measurements must be incorrect as he could not make them correspond with the actual holdings, particularly in the measurements of length. A Sale Plan of this Inland Lot No. 38 as laid out by Mr. DANBY was prepared and approved by the Government, and Inland Lot 38 as so laid out was subsequently sold on the 27th June, 1877, to the then Owners of Lot 185.

At that time Lot 184 was in the possession of the defendant's predecessors in title the Owners of MACDONALD'S slip. They made no objection to the Western boundary of Marine Lot 185 and Inland Lot No. 38, as laid down by Mr. DANBY. In fact up to that time they do not appear to have claimed up to that Western boundary. Their buildings did not go up to the line and according to the boundary line that Mr. DANBY laid out they got considerably more than their lease measurements so that they were not likely to make any objection.

Shortly after the purchase of Inland Lot 38, the Owners of Marine Lot 185, appear to have built godowns upon the two lots along the Western boundary as fixed by Mr. DANBY.

In 1880, Mr. DANBY, who had then left the Government service, was employed by the Owners of Marine Lot 184 to survey the Lot for them he then obtained from the Surveyor General's Office a copy of the plan he had made of Marine Lot 185 and Inland Lot 38, and made out the Western boundary of Lot 184 according to the Eastern boundary that he had laid down for Marine Lot 185 and Inland Lot 38. Mr. DANBY then found that Buildings had been put along the Western boundary of those two Lots up to the line that he had marked and on the part of the Owners of Lot 184, he seems to have acquiesced in that boundary. Had those buildings remained I think we may take it that judging from Mr. HANCOCK'S conduct with regard to the North Western corner of Lot 185 when he says he found an encroachment, but did not feel at liberty to interfere with existing buildings this dispute with regard to boundaries would probably not have arisen.

In 1881, the present Owners purchased Marine Lot 185 and Inland Lot 38. There were 8 shops fronting on the Praya, and there were buildings apparently along nearly the whole length of the Western boundary as shown in the plan used by Mr. DANBY in the survey made by him for the Owners of Marine Lot 184.

Shortly after entering into possession the present owners determined to pull down the old buildings at the back of the lot, and build new godowns with windows and openings for air and ventilation on the eastern and Western sides. They got a plan prepared by CHO AYUN who is now Mr. STEPHEN'S Contractor, and that plan bears them out in their assertion that they intended to put back the walls on both the Eastern and Western sides, and in this they are uncontradicted although CHO AYUN might have been called as a witness for the defendant if their statements were not correct. The plan was submitted to Government and approved, and buildings appear to have been put up at once and no objection seems to have been made by any one. They also, they admit altered the wall of the Western boundary of the shops in order as they say to strengthen it, and in so doing it is admitted encroached slightly upon the line recognized by Mr. DANBY, but no objection appears to have been made by the Owners of Lot 184, at the time and there could I imagine have been no intentional encroachment as the work was done under the supervision of the well known Architects and Surveyors belonging to this place Messrs. BIRD AND PALMER. Indeed it was so slight an encroachment that I should imagine it would hardly have been perceived unless particular attention were for some reason or other called to it.

In 1884 the defendant was about purchasing Marine Lot 184, and on the 19th May he received an intimation that the Surveyor General would be prepared to grant him a new Lease of the encroachments which were assumed

to have taken place to the West and South. This was done by Mr. STEPHENS at the instance of the Government in accordance with their previous notification and, as far as I can see, he derived no appreciable benefit from the transaction. Mr. STEPHENS became the purchaser of Marine Lot 184, took an assignment of it from the then owner, surrendered it to the Crown and obtained a new Crown Lease with altered boundaries on the 13th September, 1884. These new boundaries were settled by Mr. HANCOCK from the measurements contained in the various Leases, working from West to East. He found, according to his measurements, that the block was more extensive than the Lease measurements and that most of the increase was found in Lot 184. He had instructions to make Whitty Street 30 feet, if possible, instead of 25 feet and seems to have considered himself justified in assuming, that because Lot 184 contained more land than was mentioned in the Lease, that therefore there must have been an encroachment at one time by Lot 184 on Whitty Street. But it does not appear that Whitty Street was ever at any time, or was ever intended to have been, wider than 25 feet, indeed, according to the sale plans, 25 feet appear as nearly as we can judge to have been the width intended. Now the Government sold and intended to part with the whole block of land, and I presume that, under the circumstances, the measurements were given as approximate and proportionate between the various purchasers of the different lots into which the block was subsequently intended to be actually divided. At first, as we have seen, when Lots 184, 185, 186 were sold there were intended to be two blocks with a Street dividing the block originally sold from the one that was retained in the hands of the Government. Subsequently, as we find, the Street was abandoned and the two blocks were thrown into one. We do not know, as I have already pointed out, when the reclamations were made and the blocks laid out. Judging from probabilities one would assume that the Lots upon which the Battery originally stood would be the first reclaimed and that the work of filling up was continued at the same time both to the East and West of the land which was originally above low water mark, nor do we know whether the reclamation of Lots 184, 185 and 186 was completed before the other Lots were sold. If it was and the streets and roads were actually laid out in accordance with the sale plan, or approximately thereto, then, as it appears to me, if there was any slight excess in the block the parties who had purchased the various Lots would have been entitled to have divided the excess between them, possibly paying the difference if appreciable for the increase in their holdings, as they would have been obliged to have retained their purchases if there had been a slight diminution in the quantity possibly receiving an abatement in the price and a proportionate deduction in the ground rent. If the land had not been actually reclaimed until the two blocks had been consolidated into one then as it appears to me the holders of the various lots would have had equal rights to have had the surplus or the loss divided between them. When the blocks were reclaimed however they do not appear to have been re-measured and divided between the parties according to their purchases. No question arises with regard to Lots 198, 204 and 205. Lots 204 and 205 seem, according to the evidence, to have been held as one Lot, and the actual boundaries seem to correspond very nearly with the actual lease measurements except in the length which both Mr. HANCOCK and Mr. DANBY agree in saying do not correspond. Mr. HANCOCK assuming that these Lots were put back from the Praya, and Mr. DANBY assuming that the road at the South was originally intended to be put further back than it actually has been. At the Eastern boundary of Lot 198 it would appear to be the exact length while each of the other boundaries decreases, and decreases in a corresponding ratio as we compare them with the measurement of the Leases until we come to the Western boundary of 184 which is about the same. Mr. HANCOCK on his plan has shown what he considers to have been the original line intended along the Praya, and Mr. DANBY and Mr. DRUITT agree with him that the actual present line of the Praya does not agree with either of the sale plans. Mr. HANCOCK asserts that, according to the way in which he has laid out what he considers the original frontage of the Praya as it was intended to be, all the actual length measurements exactly correspond except the Western boundary of Lot 184 which ought to have been 360 feet to make it correspond with the other measurements of length, but is given on the Lease as 340 feet. This lease measurement he considers must have been a mistaken one, and as he thinks probably a clerical error. If this be so, and I am inclined to think it is if Mr. HANCOCK's measurements are to be relied on, it seems probable that when the block was laid out a measurement was taken out from Battery Road of 250 feet to the Praya, and that that spot was marked as the North Eastern line of the Southern side of the Praya and that a line was taken from some temporary mark on the South Eastern boundary where, from the importance of its position, we should expect some fixed mark to be, (there being nothing to prevent a mark being placed there on the hill side), and that a line of 340 feet instead of 360 feet was run out to the Praya, and that that spot was marked as the North Western line of the Praya, the Southern line of the Praya running from the North Eastern boundary of the Lot to the South Eastern boundary, as thus ascertained, along the whole of the Lots, the intermediate boundaries of the lots as regards length not being measured, and this is borne out to some extent by the evidence of the Surveyors, Mr. HANCOCK stating that there is a well defined boundary on the North Eastern portion of the block, and Mr. DANBY stating that there was also a well defined boundary on the North Western portion of the block. But we are told that the buildings on the Praya are not in a straight line, but that the buildings on Lots 198, 204 and 205 are in a straight line but slope back from the Praya, while the buildings on Lots 184, 185 and 186 are in another straight line but sloping still further back from the Praya. If we assume

that the buildings on Lots 198, 204 and 205 were built first it might be that although built sloping back from the Praya they did not slope far enough back to reach the North Western point of the block previously referred to, but that when WING-KEE's coal godown was built it was set far enough back with sufficient slope to go back to the North Western point. When Mr. DANBY went on the land in 1877 he did not survey Lots 198, 204 and 205, he did partially, however, survey Lot 205, and there were then buildings reaching to the Praya, and there was an Alley-way between that Lot and Lot 186.

On Lot 186 WING KEE's Coal Depôt was built, extending to the Praya; on Lot 185 there was a small building in the North Eastern corner extending to the Praya in the same line with WING KEE's Coal Depôt and in the same line with the North Western boundary of Marine Lot 184. There does not appear at that time to have been any buildings extending on to the Praya on Lot 184 but, assuming that Mr. HANCOCK is right in his presumption, it does not follow that he is right in taking his measurements of the whole block from the North Eastern corner of Lot 196. The owner of Lot 184 was perfectly justified according to his Lease in taking Whitty Street as it was laid out by the Government, 25 feet in width, as his Western boundary, and he apparently did so but if the Government had originally laid out Whitty Street as 30 feet wide instead of 25 I do not know that any of the Lot Owners, not even the Owner of Lot 184, could have complained if they too had got the measurements set out in their Leases. Be this as it may what probably did happen was that the Owner of Lot 198 took the Street to the East of his Lot as his Eastern boundary. The Owner of Lots 204 and 205 took the line of 198 as his Eastern boundary, and the Owner of Lot 186 took the line of 205 as his Eastern boundary. No dispute arises as to these boundaries. Mr. DANBY says they do not perfectly agree with Lease measurements from East to West as they are now held, but the difference is inconsiderable, and Mr. HANCOCK says that the difference between them is so small that for all practical purposes they may be taken to be correct. The difference between Mr. DANBY and Mr. HANCOCK commences at the Western boundary of 185. Mr. DANBY took the Western boundary from WING KEE's Coal Depot extending the Western line of that building down to Battery Road. As I understand Mr. HANCOCK that would make Lot 186 encroach on the South Eastern corner of Inland Lot 38 almost to the extent of the alleged encroachment on the South Eastern corner of land then unallotted by Government at the South of Lot 184. Mr. DANBY on the other hand alleges that even now, after going over the whole matter most carefully, he finds that the actual measurements of the Southern boundary of the various Lots from the South Eastern extremity of Lot 196 to the South Western extremity as he has fixed it of Inland Lot 38 correspond nearly exactly, the measurements in the Leases being 679 feet 9 inches and the actual measurements being 679 feet 6 inches. But, however this may be, Mr. DANBY then a duly authorized Government agent, and acting in his employment as such, set out the boundaries of Inland Lot 38, which boundaries were approved by the Surveyor General and by the Governor, and Inland Lot 38 with the boundaries as fixed by Mr. DANBY was sold by the Government to the then owner of Marine Lot 185, and as extending on the South to Battery Hill Road. If there was any encroachment at all it was an encroachment on land which had not then been allotted by the Government and was not in the actual occupation of anyone. So far as Inland Lot 38 is concerned there can be no doubt, in my mind, but that Mr. DANBY's boundary must be taken to be the boundary of the land actually sold by the Government and that the Defendant is not justified in building beyond that boundary even although the land beyond it had once been actually conveyed to him by the Government. But the Western and Eastern boundaries of Marine Lot 185 were also necessarily defined by Mr. DANBY at that time. If the owners of Lot 186 had encroached at that time, they had not encroached all the way down the line, that is to say, WING KEE's Coal Depôt did not extend from the Praya to Battery Road and the effect of Mr. DANBY's conclusion as to the line of the Western boundary of Lot 186 was calculated to induce the owner of Lot 185 to acquiesce in it as if there was an encroachment he got his redress on the other side. With regard to the owner of 184 there is ample evidence of acquiescence in the line that Mr. DANBY eventually adopted. But it is said that Mr. DANBY's plan shows that at one time Mr. DANBY must have arrived by some other means at the same conclusion as Mr. HANCOCK with regard to the line of boundaries. If this be so it also shows that Mr. DANBY rightly or wrongly deliberately discarded that line in favour of the one subsequently adopted by him. If the boundaries were taken up to the Western boundary of Marine Lot 185 in the way I have pointed out, and if the boundary of Marine Lot 184 was taken from Whitty Street, and I see no other way in which it could have been taken under the circumstances, as the Western boundary of Lot 185 does not appear to have been defined until Mr. DANBY defined it in 1877, then it would appear that the surplus land contained in the block lay between 184, 185 and 186, and I think that until Mr. DANBY fixed the boundaries the owners of those lots if they had wished were entitled to have it divided between them. After Mr. DANBY had fixed the line I am disposed to think that, as between themselves, they were all bound by acquiescence, and the same of Lot 184 additionally so by the fact that the owner of 185 was bound by acquiescence to the line fixed on his Eastern boundary. Whether the owners of Marine Lot 184 and 186 could or could not have held the increased area virtually allotted to them by Mr. DANBY without any compensation to Government is a question that does not arise in this case.

Mr. STEPHENS surrendered Lot 184 to Government, but he could only surrender what he had acquired from his predecessor in Title, and the Eastern boundary that he had acquired from his predecessor in Title was the line laid down by Mr. DANBY in which his predecessor in Title had acquiesced. So far as the present boundary between Lot 184 and Inland Lot 38 is concerned Mr. STEPHENS has acquired that solely from the Crown, but the Crown could not grant beyond the boundary fixed in the previous Lease. So far as the Western boundary of Lot 185 goes beyond Inland Lot No. 38 it seems to me that the Crown as well as Mr. STEPHENS are bound by the line Mr. DANBY pointed out. Mr. HANCOCK seems to admit that if buildings had been actually standing up to the line fixed by Mr. DANBY he would not have been justified in going beyond the line of buildings. What he in effect says is that the Government wanted 5 feet extra width for Whitty Street, and I found I could get that width and give Mr. STEPHENS the measurements contained in his Lease if I ran his line right up to the existing buildings on Lot 185, which I took to be on the extreme portion of that Lot. This shows the inadvisability of the officers of the Crown running their surveys and acting upon their measurements without communication with the owners of adjoining Lots. I think that if Mr. HANCOCK had been acquainted with all the circumstances of the case he would not have advised the Crown to have granted to Mr. STEPHENS anything beyond the line fixed by Mr. DANBY, and if they could have made no other arrangements, to have advised a smaller increase in the width of Whitty Street. Consequently, upon Mr. DANBY's arrangement, if Mr. HANCOCK be right, the owners of Marine Lot 185 had acquiesced in the line fixed by Mr. DANBY between 186 and 185 to their detriment, and buildings had been subsequently erected on Lot 186 up to that line. The owners of Marine Lot 185 had built up to the line fixed between 185 and 184, and they had pulled down those buildings, and rebuilt, setting their new buildings back from their line advisedly, in order to get light and air. I do not think that under these circumstances the Government, either through Mr. STEPHENS, or as originally entitled to the land in question, can justifiably grant to Mr. STEPHENS any of the ground inside the boundary line laid down by Mr. DANBY between Marine Lots 184 and 185. This being the case I do not think the defendant was justified in pulling down the plaintiff's wall, even although he might, perhaps, have been justified in removing the three inches or so that projected if he could have done so without material injury to the building. I think the amount of damages claimed, viz., \$500, a not unreasonable sum, and I consider that the application for restraining the defendant from further trespassing must be allowed, and the line as marked out by Mr. DANBY must be recognised. The plaintiffs will not, however, in rebuilding the wall pulled down, be justified in extending it beyond the limits of the boundary line as now recognised. The judgment will therefore be for the plaintiffs, with costs I may add that the law with respect to acquiescence seems to me to be carefully considered and correctly laid down in Kerr on Fraud, pages 81 to 87.

Appendix No. 4,— *Continued.*

IN THE SUPREME COURT OF HONGKONG.

No. 4.

SUMMARY JURISDICTION.

Suit No. 442 of 1886.

Between the Official Administrator of the Estate of LEUNG KWONG CHI, *Plaintiff,*

and

HO YUNG, *Defendant.*

Judgment of The Honourable James Russell, Puisne Judge, delivered 22nd February, 1887.

The writ in this case was issued on 22nd April, 1886, and claimed "from the defendant the sum of \$198, amount of rent of No. 64, Aplichau for three years to the date of issue of the writ." The writ was subsequently amended to "The plaintiff, as the official administrator of LEUNG KWONG CHI, deceased, claims from the defendant the recovery of possession of No. 64, Aplichau, situate on Aplichau Marine Lot No. 7, and he also claims the sum of \$198 for mesne profits."

Pleadings were ordered in this case, and a petition was filed setting out that LEUNG KWONG CHI died intestate on or about the 22nd September, 1868, at Aplichau, that letters of administration were granted to the Official Administrator on the 14th January, 1886, that LEUNG KWONG CHI was at the time of his death possessed (inter alia) of a messuage and premises being No. 64 situate on Aplichau Marine Lot No. 7, and that the defendant after the death of LEUNG KWONG CHI entered into possession of the house and premises and refuses to give them up. The plaintiff then prays that the defendant may be ordered to give possession to him of the house and premises, and that he may be ordered to pay \$198 mesne profits.

The defendant denied that any such person as LEUNG KWONG CHI lived or died at Aplichau in the Colony of Hongkong, or that any person of that name was possessed of the premises in question. He also said that he had been in possession of the said premises since 12th February, 1886, as tenant of MOK CHEUNG the rightful owner thereof.

Mr. EWENS appeared for the plaintiff, and Mr. CALDWELL for the defendant; but the real defendant as was announced at the hearing, is MOK CHEUNG. The plaintiff's solicitor could not fix the time when the defendant HO YUNG entered into possession after the death of LEUNG KWONG CHI.

The case for the plaintiff is that LEUNG KWONG CHI had certain lands, Inland Lot No. 19 and Marine Lot No. 7 in Aplichau, and that he lived there and carried on a trade as a rope and sail maker till 1868, when he died from the result of an accident at the age of 61. It was alleged that the title deeds had been lost or taken possession of by some of his partners, and his wife named LAU CHUK YEE lived in the country at Nam Tau, and being ignorant of English law and usages, although she knew of the existence of the property, had taken no step till last year to recover it. She and an alleged adopted son, named LEUNG FUK YAM, are admittedly the persons who would benefit by these proceedings, as the real son of the widow and the deceased, named LEUNG HI KWAN, has not been heard of since 1869, and is supposed to be dead or to have emigrated—having disappeared from Aplichau about that time after collecting debts due to his father. The mother admits this and says she got some of the money collected.

The adopted son, LEUNG FUK YAM, is said to have been of surname CHAN, and was adopted as the son of a concubine named LAI, who lived with the deceased as his so called second wife, the first or lawful wife, as is generally the custom here, living at her native village, and only periodically visiting Aplichau where her husband lived.

LAU CHUK YEE, the widow of the deceased, says she married her husband under the name of LEUNG KWONG CHI, that he was called LEUNG SUI WA also, and that he was also called MANG WAI, or blind AWAI. She says he was also called WAI KUN (she means WAI KIN no doubt). They were married 43 years ago, and she did not come to Aplichau till 5 years after the marriage, although the concubine LAI went with the husband. One or two years after the marriage the husband told her about the Aplichau property and the title deeds. The witness admitted in cross-examination that she had given the name of LEUNG CHI KWONG to Mr. CALDWELL instead of LEUNG KWONG CHI, for it appears that she had gone to him in the first instance, when she came from the country to seek her rights. She was told of them by some woman, who took her to Taipingshan, where she found some one who took her to the lawyers, she says.

LEUNG FUK YAM said he was the adopted son that he and HI KWAN were present at the death of LEUNG KWONG CHI, as they lived with him and the "small mother." He says that the partnership between his father and others was dissolved before his father's death. He says the father was also called HIN WA and WAI KIN (偉乾), that he had seen him write, and witness being asked to write "Wai" wrote it thus (爲) as did LUM CHIU TIN, another witness called by the plaintiff.

LUM CHIU TIN says he is 39 years of age, says that he knew KWONG CHI, and was present when he died. He says the deceased was in partnership with CHEUNG A-TING and others, and that the business was called LEUNG HOP LI, but that before the death of KWONG CHI or MANG WAI the business was burnt down, and that no business was carried on after that. He also stated that HI KWAN, the son, collected the father's debts.

LAU CHIU CHI, 33 years of age, knew LEUNG KWONG CHI as having a rope shop at Aplichau, and trading under LEUNG HOP LI.

Mr. BRUCE SHEPHERD produced the counterparts of the two Crown leases dated 16th March, 1866. One for Marine Lot No. 7, Aplichau, granted to LEUNG KWONG CHI (志光梁), and one for Inland Lot 19 granted to LEUNG KWONG CHI. He also produced the papers connected with the sale of these lands, from which it appears that Marine Lot No. 7, Aplichau, consisted of 3,600 square feet and was sold for \$5, rental \$7.92 per annum, on the 3rd or 4th January, 1861, and Inland Lot 19 of 4,000 was fixed at \$39 as the price, and at a reserved rent of \$6.60 per annum.

It appears that a notice was issued by the Government that squatters who had held licenses from the Registrar General might have the option of buying the lots on which they had squatted at a price to be fixed by the Surveyor

General, and from the sale plan of Aplichau it appears that 3 houses or huts were built upon Inland Lot 19. This lot is entered in red ink figures like some other lots and the \$39 are so entered.

Against the signature and seal of purchasers on the list is written opposite Marine Lot No. 7 LEUNG QUONG CHEE, but the Chinese is LEUNG WAI KIN (乾偉梁), whilst opposite Inland Lot No. 19 is also written LEUNG QUONG CHEE, but in Chinese LEUNG KWONG CHU (柱光良). It will be seen from the Chinese that the characters "leung" are quite different, the first being a regular surname, but the second not a surname at all, but a word signifying good, and such as might be used in a shop name. The first name LEUNG WAI KIN might be the name "WAI KUN" which the widow and the adopted son say was one of the names of deceased, although it is to be observed that the adopted son and LAM CHIU TIN wrote the "Wai" of WAI KIN by quite a different character. The LEUNG KWONG CHU after Inland Lot 19 cannot be a Chinese name, and I understand it cannot be even a shop name. These characters are all different from that in the counterpart leases, and therefore from the name of the deceased.

For the defence the occupant was called and proved that he only rented recently the house from MOK CHEUNG, and that he had no interest one way or other in the property, but that he had paid his rent to MOK CHEUNG.

CHENG YUK CHEUNG or CHENG CHI TING, who is 61 years of age, and carries on rope business at Apli-chau says that the deceased was called HIN WA and was his partner with others in rope and sail making under the name of LEUNG HOP LI, that they carried on business on Inland Lot 19, and that HIN WA lived in the end house. He says that the partners were LEUNG WA CHAU, LEUNG HIN WA, MOK KWONG FAT and himself CHENG CHI TING. He said that HIN WA had two shares, and that at the sale of the lots in 1861 the ground was bought as partnership property. He states that in the end of 1867 there was a large fire at Aplichau which burned them out, and that the title deeds were burned. He produces copies of the lease got from the Surveyor General's Office after the fire, and these have been in his possession ever since. He also produced the Crown rent receipts from the beginning of 1868, and states that after the fire the LEUNG HOP LI business was wound up, and that the deceased and the others apportioned the land amongst them, the deceased having his two shares in it.

He says that the characters LEUNG KWONG CHI written in the lease were written by him, and that LEUNG KWONG CHI was a made up name representing persons in the partnership. "LEUNG" being taken for the two partners of the LEUNG HOP LI, "KWONG" from a third, and "CHI" from his own, that they had agreed to take the leases in this way in the interest of all, and that by agreement he signed and took the leases thus. When he writes the characters now there is a great similarity in the writing, but as he has had access to the documents at the land office he may have had time to practice. This old man says he has MOK KWONG FAT's share, also LEUNG WA CHAU's, that they had no sons, and gave their interest to him. He does not claim the property the subject of this action, but recognises MOK CHEUNG's claim to it as well as the claim of another man called LI to a portion of Lot 19. He says LEUNG HIN WA's son, HI KWAN, looked after the property after the father's death, and that LI got from the son the Western house, and MOK CHEUNG got other portions. Both refund to him a portion of the Crown rents he says, and that although "LAI" and "LAU" were known to him, none of them have ever made any claim on him.

MOK WA CHEUNG, who is the real defendant in this action, is 67 years of age and owns other lots at Aplichau. He says he bought 20 feet of the Marine Lot from LEUNG KWAN, the son, and paid \$30 to him in the presence of the widow "LAU," and the concubine "LAI." The property, he says, he bought in 1869, and it was a share of the property of LEUNG HOP LI, a rope shop. He gives the names of all the partners and describes the fire of 1867, as burning down everything. He had a Chinese deed written out, and said "LAU" was present when it was made out, and the money was paid.

I am of opinion that there was not a person of the name of LEUNG KWONG CHI, but that the characters represented a "Tong" name as one of the witnesses said, and that the Official Administrator as representative of LEUNG KWONG CHI does not represent a person but an abstraction. I am also of opinion that according to Chinese ideas the son HI KWAN with the knowledge and assent of his mother LAU disposed of the interest in the land to LI and to MOK CHEUNG which belonged to his father, although no proper title has been made to them. Indeed the grant of the Government to "LEUNG KWONG CHI" can only amount to an equitable estate in the persons and their legal representatives who comprised the syndicate, and 2-5ths of the interest at all events would seem to have reverted to the Government as unclaimed property of intestates MOK KWONG FAT and LEUNG WA CHAU.

Judgment of non-suit.

Question of costs to stand over.

J. RUSSELL,
Puisne Judge.

Appendix No. 5.

REPORT BY THE SURVEYOR GENERAL UPON THE SUBJECT OF SQUATTING.

Surveyor General to Colonial Secretary.

(Copy.)

No. 73.

SIR,

PUBLIC WORKS DEPARTMENT,

30th May, 1885.

I have the honour to invite the attention of His Excellency the Governor to the large sums of money of which the Colonial Treasury continues to be defrauded year after year by the free and unauthorized occupation of Government lands without payment, on the part of persons who are perfectly well able to pay Crown rent or squatters fees, and I beg to submit some propositions which I think will do much towards systematizing the collection of squatters fees and putting a stop to the practices here exposed.

2. It is the custom of many new comers from the continent who desire to settle down on British territory and live under our laws, to look about them for eligible sites on Government land. These persons are generally very sly. They watch a favourable opportunity, and suddenly running up a house on the ground selected, make themselves thoroughly at home before the Police or other authority has realized the trespass which may or may not go undetected. No application having been made for the land at any Government Office, of course no rent ever reaches the Colonial Treasury, and the Police, who have neither the time or the training to attend to land matters, are unable to exercise the systematic control necessary to avert this incessant land-thieving and deprivation of legitimate revenue to the Government.

3. Another dishonest practice still more common among squatters is to obtain a licence for a plot of very small dimensions, bearing a correspondingly very small fee, and then to occupy, by virtue of the licence obtained, an area twice, three times, or even five times larger than that which they pay for.

4. An equally common ruse is to take out a Squatter's licence for twelve months, paying the fees corresponding to this term, and at its expiration, to forget to call and renew the licence or pay further fees, but to remain all the same in occupation of the ground until detected.

5. Another squatter's device, very lucrative, and much in favour with the shrewder class of well-to-do natives of Victoria, is to take out squatter's licences in the villages at the usual very low Government scale of fees, and then to sublet these squattings to villagers at high rates, thus pocketing handsome profits from a class of tenure the main condition of which is, that the licensee *shall not sublet*.

6. In addition to the four primary specific types of abuse set forth in paragraphs 2, 3, 4 and 5, there are other compound frauds, if I may so term them, consisting of combinations of the four radical ones. For instance, a combination of 2 and 5 is not infrequent by which a man first steals a piece of Crown Land, and after trespassing on it for a time, and thus establishing a sort of fancied right, lets it out to somebody else for a consideration pocketing the receipts until detected.

7. An equally favourite combination is that of 3 and 4, under which a man takes out a squatters licence for a very small plot with a correspondingly very small fee, and that only for 12 months, after which period he discontinues the licence and the payment of fees, but continues in occupation largely expanding his boundaries.

8. A third combination is that of 4 and 5 by which regular and authorized squatter discontinues his licence after a time, and consequently the payment of his fees, but continues to sublet the ground to tenants and to pocket the receipts.

9. A fourth combination of 3, 4 and 5 is more complex, but by no means infrequent. A man takes out a squatter's licence for a very small plot of ground with a correspondingly very small fee. He then gradually expands his boundaries, and occupies an area much larger than his licence warrants. Having done this, he discontinues the licence altogether and consequently the payment to Government of the fee corresponding even to the smaller area and having thus freed himself from any payments to the Crown, he sublets the ground to others for a consideration which he pockets.

10. I am often successful in finding out these abuses, but as in most instances of detection they prove to have been of long standing, I am satisfied that a large proportion of the squatters on Crown Land are either unauthorized or committing in each case some one or more of the irregularities described in the preceding paragraphs to the detriment of the Public Revenue.

11. The existence of these abuses cannot be a matter of surprise to the Government if it pauses to consider the system under which land is occupied by squatters, and if it bears in mind that there is no machinery save the very imperfect one of the village Police wherewith to prevent trespassing, to deter the transferring and subletting of licences, or the occupation of areas in excess of those specified in the licences, or the non-renewing of licences and the falling into arrears of fees on the part of the squatters.

12. Under the present system, there are a limited number of fixed squatters enrolled in the books of the Registrar General and from these that Officer collects the fees with regularity, though he has no proof that they are not in occupation of areas greatly in excess of those for which they pay. But the bulk of the squatters in this Colony are not enrolled in the Registrar General's books.

12. In addition to the very limited number of squatters permanently registered in the Registrar General's Office, there are a great number of applicants who receive their squattings from this office yearly, paying in their fees for the same to the Registrar General. It is left entirely to these applicants to return at the expiration of the year and apply for a renewal of their licences. If they do not come back for a renewal at the expiration of the year, there is no renewal, and no consequent payment of fees to the Registrar General, yet on the other hand there is no proof that these people are not in continued occupation and enjoyment of the ground or that they have not let it to tenants for a consideration which they have arranged to pocket.

14. These evils must continue until the Government establishes efficient machinery for their prevention, as well as a proper system of registration of all squatters in the Colony. I therefore beg to make some recommendations in this connexion.

15. I advise that on and after the 1st of January next, the name of every actual squatter in the Colony be registered in a Squatters Roll to be kept by the Treasury. The Registration to be divided into districts, to contain full particulars as to locality, area of squatting and amount of yearly fee payable in advance. This is merely an extension of the present Registrar General's Squatters Roll so as to include the whole of the squatters in the Colony in lieu of only a portion as heretofore. The transfer of the Squatters Roll from the Registrar General's Department to the Treasury is proposed for reasons that will be submitted presently.

16. That all persons registered in the Treasury Squatters' Roll receive yearly from the Surveyor General corresponding licences (in English and Chinese), setting forth the conditions of the tenancy, the area of the squatting and amount of yearly fee. That no licence be issued unless the squatter shall have been previously registered in the Treasury Squatters' Roll, and that a new Squatters' Roll be framed every year.

17. That a Land Bailiff be appointed by Government and attached to the Public Works Department, whose duty it shall be to perambulate continually every district of the Registry both in the Island and Kowloon in order to make sure, by close personal inspection and surveillance, from day to day, that in every case the occupation of Crown Land by a squatter is not a trespass but a *bona fide* occupation by virtue of a licence in accord with the terms of the Treasury Squatters' Roll.

18. That the Land Bailiff shall immediately upon discovery report to the Surveyor General the existence of unauthorized occupiers of Crown Land together with the areas illegally appropriated by them, and that such trespassers be confirmed in their holdings if unobjectionable and be made to pay the usual squatters' fees plus a penalty for the trespass, or if, on sanitary or other public grounds such unauthorized occupation of public lands be objectionable, that such trespassers be proceeded against according to law or be summarily ejected.

19. That the Land Bailiff shall immediately upon discovery, report to the Surveyor General any areas in occupation by squatters, in excess of those specified in their licences, and that at the option of the Government, the squatters shall either be made to pay for these excesses of area at the same rate per square foot as their original holding plus a penalty for the trespass, or else that they be made to return to their original boundaries on pain of forfeiture of their licences.

20. That the Land Bailiff be a carefully selected intelligent European Officer of the relative rank of a Police Inspector. That he be paid at the same rate as a Police Inspector, and that he have a chair allowance to enable him to move about quickly from district to district, and that he be allowed the assistance of the Police Interpreter, generally attached to each village Police Station, and that he be also conceded some small allowance to defray the cost of steam-ferrys and boat hire.

21. That as a rule no more squatters' licences be issued by Government except for strictly rural districts, and that in the City of Victoria and its suburbs, and in the village of Yau-ma-Ti, Hung-Hom, Mong-kok, Shaukiwan, Aberdeen, Stanley, Aplichao, and such other centres of population as His Excellency the Governor may approve, no more building land be alienated except on small and inexpensive building leaseholds. This principal has been, in fact, already approved by His Excellency and is partly in force.

22. That the Government scale of fees for squatters' licences be revised from time to time, and be brought up to the standard of modern values. At the present time the appraisals for land held under squatters licences, are based on prices fixed by the late Mr. CALDWELL quondam Registrar General. Land values quoted in the days of Sir JOHN DAVIS and Sir GEORGE BONHAM are no longer applicable. I am of opinion that the duty of appraising squattings from year to year might properly be left to the Surveyor General of the day. This duty devolves on him in the disposal by auction sale of leaseholds and in the valuations for Crown resumptions of Government allotments, and there is no reason therefore why squattings, which are of less importance, should not be subjected equally to his periodical valuations. It is to be presumed that his prices would be fair and equitable. At present the scale of fees charged for squattings, while equitable in many of the poorer districts, is far too low in the richer. It is these almost nominal fees charged by Government which have been such a temptation to speculators to hire Government land under squatters' licence for the purpose of subletting it to others at great pecuniary advantage to themselves. Valuations for squattings should be made yearly or every two years in the same way as the valuations for municipal rates and taxes.

23. I am of opinion that the salary of a Land Bailiff would be more than amply recouped in increased squatters' fees and that the cost of such an appointment will not therefore be unproductive.

24. I recommend the transfer of the Squatters' Roll from the Registrar General's Office to the Treasury, because I understand the latter has greater facilities for collecting revenue, and because also it is not impossible the services of the Land Bailiff might be utilized by the Treasurer for other purposes of tax gathering and distraining.

25. I am credibly informed that the bays and waters of the Island are every year parcelled out among themselves, by the same sea squatters, who without anybody's leave stake out the most eligible fishing grounds for their own sole use and benefit. Nobody is allowed to encroach within the precincts of these stakes. As Hongkong waters should be opened to every body wishing to fish in them, I would submit the desirability of some enquiry into these sea-squattings, and if it turns out that they tend in any way to induce a monopoly of fishing in Hongkong, I think such monopoly tending to raise the price of food, should be discountenanced by Government.

26. I annex a return of the squatters in the Colony, both the permanent ones on the Registrar General's Roll and the twelve-monthly ones. It will be perceived that the aggregate revenues derived from these two sources amount only to \$1,508, a sum totally inadequate, looking to the intrinsic value and extent of the areas occupied.

27. If His Excellency the Governor approves of the institution of a Squatters' Registry as recommended in paragraph 15, a Board of three or more Officers will have to be appointed to personally examine in detail every district of the Island, and every actual squatter's holding in every district and the area and extent of each holding, carefully registering the name of each holder, the area occupied, and the corresponding yearly fee to be paid to Government. The work of the Board will be most arduous and they should receive compensation for it. It will be desirable that one member of this Board should be the person who will receive the post of Land Bailiff.

I have, &c.,

(Signed), J. M. PRICE,
Surveyor General.

Appendix, No. 6.

Statement in tabular form of the information obtained by Mr. SAMPSON in 25 Villages, shewing that large quantities of land are held by Squatters rent free and tax free or on payment of Police Rates only.

STATEMENT IN TABULAR FORM OF THE INFORMATION OBTAINED BY MR. SAMPSON IN
RENT FREE AND TAX FREE OR ON

NAME OF VILLAGE.	IN OCCUPATION OF ORIGINAL HOLDERS OR THEIR DESCENDANTS.							IN OCCUPATION OF			
	No. of Houses.	No. of Houses paying Village House Rent.	No. of Houses paying Police Rates.	Area of Buildings.	Cultivated Land Area as per Registrar General's List.	Actual Area of Cultivated Land in Occupation.	Area in Excess of Amount shewn in Registrar General's List.	No. of Houses.	No. of Houses paying Police Rates.	Area of Buildings as per Licences.	Actual Area of Buildings in Occupation.
				<i>sq. ft.</i>	<i>sq. ft.</i>	<i>sq. ft.</i>	<i>sq. ft.</i>			<i>sq. ft.</i>	<i>sq. ft.</i>
Wongneichong,	117	94	97	25,000	11,220	40,000	28,780	6	2	2,512	2,512
Caroline Hill, .....	...	...	...	...	...	...	...	...	...	...	...
New Sookunpoo, .....	...	...	...	...	...	...	...	31	28	12,925	18,218
Sookunpoo, .....	...	...	...	...	...	...	...	...	...	...	...
Tunglowan, .....	...	...	...	...	...	...	...	...	...	...	...
Pakshuiwan, .....	...	...	...	...	...	...	...	...	...	...	...
Tsattszmui,	22	5	16	18,732	33,000	40,300	7,300	...	...	...	...
Shuitseungwan,	7	6	6	18,767	...	...	...	...	...	...	...
Wongkoktsui,	6	6	6	6,353	...	...	...	...	...	...	...
Chunloong, .....	...	...	...	...	...	...	...	...	...	...	...
Akungngam,	14	12	14	14,782	...	...	...	5	5	5,056	25,395
Tsaiwan,	20	18	15	24,538	240,244	1,306,800	1,066,556	2	1	1,625	1,625
Sheko,	64	28	29	37,253	284,460	1,089,000	804,540	5	1	1,300	2,964
Hoktsui,	11	8	...	7,390	17,820	653,400	635,580	...	...	...	...
Tooteewan,	3	1	1	931	...	10,890	10,890	...	...	...	...
Tytamtuk Bay, .....	...	...	...	...	...	...	...	...	...	...	...
Tytamtuk,	20	13	13	11,456	115,500	696,960	581,460	...	...	...	...
Tytam,	17	12	9	12,455	100,980	348,480	247,500	1	1	225	286
Tungtauchau, .....	...	...	...	...	...	...	...	...	...	...	...
Wongmakok,	11	4	3	8,150	66,000	348,480	282,480	...	...	...	...
Choonghom Bay, .....	...	...	...	...	...	...	...	1	...	400	400
Repulse Bay, .....	...	...	...	...	...	...	...	2	...	840	704
Tongpo (Hanchow Is.), .....	...	...	...	...	...	...	...	...	...	...	...
Deep Water Bay, .....	...	...	...	...	...	...	...	2	...	796	874
Little Hongkong,	100	53	46	40,860	784,080	3,267,000	2,482,920	4	3	4,700	5,565
Totals,	412	260	255	226,667	1,653,304	7,801,310	6,148,006	59	41	30,379	58,543

25 VILLAGES SHEWING THAT LARGE QUANTITIES OF LAND ARE HELD BY SQUATTERS
PAYMENT OF POLICE RATES ONLY.

LICENSED SQUATTERS.				IN OCCUPATION OF UNLICENSED SQUATTERS.				Total No. of Houses.	Total No. of Houses paying Village House Rent.	Total No. of Houses paying Police Rates.	Total Area of Buildings.	Total Area of Cultivated Land.
Area in Excess of Amount as per Licences.	Area of Cultivated Land as per Licences.	Actual Area of Cultivated Land in Occupation.	Area in Excess of Amount as per Licences.	No. of Houses.	No. of Houses paying Police Rates.	Area of Buildings.	Area of Cultivated Land.					
<i>sq. ft.</i>	<i>sq. ft.</i>	<i>sq. ft.</i>	<i>sq. ft.</i>			<i>sq. ft.</i>	<i>sq. ft.</i>				<i>sq. ft.</i>	<i>sq. ft.</i>
...	4	...	1,364	...	127	94	99	28,876	40,000
...	53	...	40,000	...	53	...	...	40,000	...
5,293	22,242	22,242	...	16	11	5,952	...	47	...	39	24,170	22,242
...	1	...	1,152	26,400	1	...	...	1,152	26,400
...	37	17	32,250	...	37	...	17	32,250	...
...	75,900	125,400	49,500	6	...	1,705	...	6	...	...	1,705	125,400
...	61	15	23,272	105,900	83	5	31	42,004	146,200
...	20	11	14,889	25,800	27	6	17	33,656	25,800
...	23	2	8,168	130,680	29	6	8	14,521	130,680
...	9	...	5,739	30,000	9	...	...	5,739	30,000
20,339	23	10	13,791	12,000	42	12	29	53,968	12,000
...	26,400	26,400	...	28	10	13,260	43,560	50	18	26	39,423	1,376,760
1,664	17	6	8,085	...	86	28	36	48,302	1,089,000
...	2	...	810	...	13	8	...	8,200	653,400
...	3	1	1	931	10,890
...	12	...	2,910	...	12	...	...	2,910	...
...	20	13	13	11,456	696,960
61	8	...	2,319	...	26	12	10	15,060	348,480
...	2	...	1,000	...	2	...	...	1,000	...
...	4	...	2,200	...	15	4	3	10,350	348,480
...	3	...	1,205	21,890	4	...	...	1,605	21,890
136	2	...	...	704	...
...	11	...	4,012	...	11	...	...	4,012	...
78	8	...	1,812	10,890	10	...	...	2,686	10,890
865	43,560	174,240	130,680	7	4	3,566	...	14	53	53	49,991	3,441,240
28,164	168,102	348,282	180,180	355	86	189,461	407,120	826	260	381	474,671	8,556,712

Appendix, No. 7.

**SPECIMENS OF GRANTS AND LICENCES ISSUED BY THE GOVERNMENT OR
GOVERNMENT OFFICERS.**

(No. 1.)

**FORM OF CROWN LEASE UNDER THE SEAL OF THE COLONY AND SIGNED
BY THE GOVERNOR.**

THIS INDENTURE, made the day of One thousand eight hundred and eighty-
BETWEEN OUR SOVEREIGN LADY VICTORIA, by the GRACE of GOD, of the United Kingdom of Great Britain
and Ireland, Queen, Defender of the Faith, Empress of India, of the one part, and
of the other part. WHEREAS by certain Letters Patent under the Great Seal of the United Kingdom of Great Britain
and Ireland, made and dated at Westminster, the Fifth day of April in the Sixth Year of the Reign of Her said Majesty,
the Island of Hongkong and its Dependencies were erected into a Colony, and full power and authority to the Governor
of the said Colony of Hongkong, for the time being, were given and granted in the Name of Her said Majesty, and on
Her behalf (but subject nevertheless to such provisions as might be in that respect contained in any Instructions which
might from time to time be addressed to him by Her said Majesty,) to make and execute, in the Name and on the behalf
of Her said Majesty, under the Public Seal of the said Colony, grants of Land to Her said Majesty belonging, within the said
Colony, to private persons for their own use and benefit, or to any Persons, Bodies Politic or Corporate, in trust for the
public uses of Her said Majesty's Subjects there resident, or any of them; AND WHEREAS under and by virtue of
certain other Letters Patent passed under the Great Seal of the United Kingdom, made and dated at Westminster, on
the Ninth day of April, in the Fortieth Year of the Reign of Her said Majesty, constituting the Office of Governor and
Commander-in-Chief of the Colony of Hongkong and its Dependencies and of a Commission under Her Majesty's Royal
Sign Manual and Signet, bearing date the day of in the
Year of the Reign of Her said Majesty,
was constituted and appointed Governor and Commander-in-Chief of the said Colony of Hongkong, and its Dependencies;
NOW THIS INDENTURE WITNESSETH, that in consideration of the sum of and
of the yearly rent, covenants and stipulations hereinafter reserved and contained, by and on the part and behalf on the
said
Executors, Administrators and Assigns, to be paid, done and performed; HER SAID MAJESTY QUEEN VICTORIA,
DOTH hereby grant and demise, unto the said
Executors, Administrators and Assigns, ALL that piece or parcel of Ground situate, lying and being [here describe parcels]
together with the message or messages, tenement or tenements, erections and buildings now standing and being
thereon, and all the easements and appurtenances whatsoever to the said demised premises belonging, or in any-wise
appertaining. EXCEPT AND RESERVED unto Her said Majesty, Her 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 Her said Majesty,
Her Heirs, Successors and 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 Her said Majesty, Her Heirs,
Successors and Assigns, and Her and their Agents, servants and workmen, at reasonable times in the year 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 hereinbefore 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 said
Executors, Administrators, or Assigns; AND ALSO SAVE AND EXCEPT full power to Her said Majesty, Her Heirs,
Successors and Assigns 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
Executors, Administrators and Assigns, from the day of
One thousand eight hundred and eighty for and during and unto the full end and term of Nine hundred and
Ninety-nine Years from thence next ensuing and fully to be complete and ended: YIELDING AND PAYING therefor
yearly and every year the sum of

Appendix, No. 7,—(Continued.)

in Current money of the said Colony of Hongkong, 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

One thousand eight hundred and eighty

AND the said

day of

for

Heirs, Executors, Administrators and Assigns doth hereby covenant, with Her said

Majesty, Her Heirs, Successors and Assigns by these presents, in manner following, that is to say, that

the said

Heirs, Executors, Administrators, or Assigns shall and will yearly, and every year, during the said term hereby granted, well and truly pay or cause to be paid to Her said Majesty, Her Heirs, Successors and Assigns, the said yearly Rent of

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 said

Executors, Administrators, and Assigns 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 or any part thereof. AND ALSO that the said

Executors, Administrators, or Assigns, shall and will, before the expiration of the first year of the term hereby granted, at his or their own proper costs and charges, erect, build and completely finish fit for use in a good, substantial and workmanlike manner and with the best materials of their respective kinds, one or more good, substantial and safe brick or stone messuage or tenement, messuages or tenements, upon some part of the ground hereby demised, with proper fences, walls, sewers, drains, and all other usual or necessary appurtenances, and shall and will before the expiration of the said first year lay out and expend thereon the Sum of

at the least, which said messuage or tenement, messuages or tenements, shall be of the same rate of building, elevation, character and description, and shall front and range in a uniform manner with the buildings (if any) immediately adjoining in the same Street, and the whole to be done to the satisfaction of the Surveyor of Her said Majesty, Her Heirs, Successors, or Assigns. AND ALSO that he the said

Executors, Administrators and Assigns, 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 and 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, 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 the Surveyor of Her said Majesty, Her Heirs, Successors, or Assigns; AND THE SAID messuage or tenement, messuages or tenements, erections, 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 Her said Majesty, Her Heirs, Successors, or Assigns; AND ALSO that the said

Executors, Administrators and Assigns shall 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 Surveyor of Her said Majesty, Her Heirs, Successors, or Assigns, and shall be recoverable in the nature of rent in arrear; AND FURTHER that it shall and may be lawful to and for Her said Majesty, Her Heirs, Successors or Assigns, by Her or their Surveyor, or other persons deputed to act for Her 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 condition of the same, and of all decays, defects and wants of reparation and amendment, 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 said

Executors, Administrators, or Assigns, 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 said

Executors, Administrators or Assigns will repair and amend the same accordingly; AND FURTHER that the said

Executors, Administrators or Assigns, 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

Appendix, No. 7,—(Continued).

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 whatsoever, without the previous licence of Her said Majesty, Her 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 ALSO that the said

Executors, Administrators or Assigns, shall not nor will, 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 said term of Nine hundred and Ninety-nine years, 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 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 rent of

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 herein contained, and by or on the part and behalf of the said

Executors, Administrators or Assigns, to be kept, done and performed, then, and in either of the said cases, it shall and may be lawful to and for Her said Majesty, Her Heirs, Successors, or Assigns, by the Governor of Hongkong, 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, retain, repossess and enjoy, as in Her or their first or former estate, as if these presents had not been made; and the said

Executors, Administrators and Assigns, 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 Her said Majesty, Her 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 purpose whatsoever, Three Calendar Months' notice being given to the said

Executors, Administrators, and Assigns of its being so required, and a full and fair Compensation for the said Land and the Buildings thereon, being paid to the said

Heirs, Executors, Administrators, or Assigns, at a valuation, to be fairly and impartially made by the Surveyor of Her said Majesty, Her Heirs, Successors, or Assigns, and upon the exercise of such power the term and estate hereby created shall respectively cease determine and be void. IN WITNESS whereof the said

duly authorized by Her said Majesty as aforesaid, has executed these presents, and hereunto set the Public Seal of the Colony of Hongkong aforesaid, in the Name and on the behalf of Her said Majesty, the day and year first above written.

Registered.

(No. 2.)

FORM OF AGREEMENT WITH SURVEYOR GENERAL TO ERECT VERANDAHS
OVER CROWN LAND.

Guarantee No. of 188

HONGKONG.

188

To the SURVEYOR GENERAL.

SIR,

hereby agree, in consideration of being permitted by His Excellency the Governor to erect Verandah over Crown Land adjoining house No. Lot No.

Hongkong, during the construction of the said Verandah in no way to deviate from the plan thereof supplied, signed and deposited herewith in the Office of the Surveyor General.

II.— further agree for heirs, executors, administrators and assigns, that will not at any future time make any addition or alteration to the said Verandah by erecting any partition therein or by enclosing any portion thereof, nor shall any one make any use of as Bath Room Urinal Water Closet Sleeping Apartment Store or Cook Room nor allow any rain or other water to be projected therefrom on to the thoroughfare.

Appendix, No. 7,—(Continued).

III.—That will always keep the said Verandah in good repair and will paint and cleanse the same whenever required by the Surveyor General to do so.

IV.—That will defray all expenses of the maintenance of the footway under the said Verandah and of any granite paving or alterations to the same, on the Schedule of Prices in use in the Surveyor General's Office. That after the erection of the Verandah will always keep the footway clear of all goods, articles of trade, or anything whatsoever, and will sweep the same every morning.

V.—That will always give free ingress to the Surveyor General, or any Officers duly authorized to enter the premises and examine the Verandah

VI.—And that should the land over which Verandah is to be erected be at any future time required by the Government for any Public Work, improvement, or other purpose, or should any of the houses or tenements erected on the aforesaid Lot in any way contravene clause VII, hereby undertake on receipt of a notice in writing from the Surveyor General, given with the sanction of His Excellency the Governor, to remove at own expense the whole of the structure within three months' time from the date of the receipt of such notice, and without any compensation whatsoever from the Government.

VII.—In consideration of the privileges afforded by Verandah being erected over Crown Land, hereby undertake, in reference to the arrangement of all dwellings to be constructed upon the Lot before named during the continuance of such privileged encroachment, that with a view to improve the sanitary condition of the said houses the following regulations shall be observed, viz. :—

1. So long as a continuous blank wall forms the back of any Tenement not adjoining a side street, an open yard shall be provided between the house and its kitchen of the full width of the said house and of a depth proportionate to the number of stories contained therein, viz., 4 feet deep for every house of two floors high (including the basement and ground floors), 5 feet deep for every house three floors high, and increasing 1 foot in depth for every additional floor in height beyond.

2. That the said yard shall not at any time be tiled over or covered in except by such bridges (roofed on the top floor only) of a width of not over 4 feet each as may be necessary to afford access to the kitchens from the upper floors, and that the said yards shall be paved with granite.

3. That in case the party or external walls of such contiguous yards shall be built up above the ground floor there shall be provided on each side of every yard and at or about the level of every floor an aperture for ventilation through such party or external wall of a size of not less than 6 feet by 3 feet, in which no windows, jalousies or obstruction shall be placed, other than iron bars for the protection of property.

4. That the utmost endeavours shall be used to cause the Tenants of the houses to keep the said open yards in such free and clean condition as shall allow of the continuous passage of air through them on the level of every floor from one end of such block of buildings to the other.

VIII.—And further agree for , heirs, administrators and assigns that the breach of any, or either of the Clauses herein contained shall be deemed a nuisance and shall, if thought necessary by the Surveyor General, be proceeded against under Clauses Nos. 17 and 18 of Ordinance No. 8 of 1856.

Sir,

Your obedient Servant,

WITNESS.

Crown Lessee of _____

Lot No. _____

Appendix, No. 7,—(Continued).

(No. 3.)

FORM OF SQUATTER'S LICENCE SIGNED BY THE SURVEYOR GENERAL.

No.

SQUATTER'S LICENCE.

PUBLIC WORKS' DEPARTMENT,

188 .

Permission is hereby granted to Mr.
to occupy a plot of ground at
measuring
for the period of one year commencing from the date hereof in consideration of the payment of a fee of dollars
cents receipt of which is hereby acknowledged and subject to the conditions endorsed hereon.

Surveyor General.

CONDITIONS OF LICENCE.

1. This Licence shall cease and become void upon the death of the Licensee or in case he shall cease to reside in the Colony or transfer this Licence to or permit the same to be used by any other Person.
2. The Surveyor General may revoke this Licence at any time by giving One Month's Notice of such revocation to the Licensee, and in every such case the Licensee shall be entitled to a return of a proportionate part of the Licence Fee for the unexpired term of the Licence.
3. Notice in the *Hongkong Gazette* of the Revocation of this Licence shall be sufficient in all cases where personal notice cannot be effected.
4. This Licence does not grant permission to erect buildings of any kind. For this purpose reference must be made to the Surveyor General stating what kind of structure it is intended to erect.
5. This Licence is not transferable.

(No. 4.)

FORM OF REGISTRAR GENERAL'S AGREEMENT FOR TENANCY OF CROWN BUILDINGS.

AGREEMENT made the day of One thousand eight hundred and eighty- BETWEEN
Registrar General for the Colony of Hongkong, for and on behalf of Her Majesty
Queen VICTORIA, (hereinafter called the Lessor) of the first part
(hereinafter called the Lessee) of the second part and
(hereinafter called the Surety) of the third part.

Witnesseth

1. The Lessor agrees to let, and the Lessee agrees to rent All
from the day of One thousand eight hundred and eighty- for the term of one Calendar
month from the day of and so from month to month until this Agreement shall be determined at
the end of any month by one party giving to the other one month's previous notice or as hereinafter mentioned at the
monthly rental of Dollars payable in advance within the first seven days of each month of this tenancy.

2. The Lessee hereby agrees that during the said term he will duly and punctually pay the said rent free from all rates, taxes, and other assessments in respect of the said premises.

3. The Lessee also agrees that he will not during the said term pull down nor alter the said premises, nor any part thereof, and that he will during the said term keep the outside and inside of the said premises in the same state of repair as they are at present.

4. The said premises are let to the Lessee to be used as a stall only during the said term, and the Lessee hereby agrees not to carry on any other trade or business there during the said term, nor to assign, nor underlet, with the possession of the said premises without the Lessors consent in writing.

5. That in case any payment of rent shall be in arrear in payment for more than ten days, or in case the Lessee fail to perform this agreement, or any part thereof, then it shall be lawful for the Lessor immediately to re-enter possession of the said premises, and to determine the tenancy hereby created.

6. And lastly in consideration of the premises the Surety hereby agrees with the Lessor to guarantee punctual payment by the Lessee of the said rent as aforesaid, and the due performance by the Lessee of the
AS WITNESS the hands of the said parties.

Appendix, No. 8,—(Continued).

built on, and Godowns erected, therefore a considerable sum would be required to purchase this Company out. This site is the best in the Colony in my opinion, but I believe objected to in the early days of the Colony owing to its exposure to bombardment from an enemy's ships, when the forts were situated close in, but though still liable to this objection in a minor degree, the forts now being constructed are far off, its advantages of depth of water shelter, and space, far outweigh the off chance of a stray shell, or so, damaging the buildings, stores, &c., and which the present Naval establishment at Victoria is not altogether free from.

There is however an alternative not so advantageous in point of depth of water, but yet by reclamation could be made available, viz., the bay North of the Kowloon Yard which if filled in and a sea wall built extending from the present outer wall of the Kowloon Naval Yard to the point opposite, with the adjacent unoccupied land, would make a very efficient establishment, and if the War Department could be induced to allow the necessary official dwelling houses to be built on the hills surrounding this bay, a very efficient establishment could be created, and being in a ring-fence so to speak, more supervision would be exercised at less cost.

Question No. 98.—Undoubtedly the site now occupied by the Naval Establishment is one of the most valuable lots in the Colony, having one front in the Queen's Road and the other on the sea.

Question No. 99.—I believe the Hongkong Government would more than cover the expenses.

Question No. 100.—This does not come within my province.

I have, &c.,

(Signed) GEO. DIGBY MORANT,
Commodore.

Vice-Admiral R. VESEY HAMILTON, C.B.,

Commander-in-Chief,

&c., &c., &c.

STATEMENT OF THE OFFICER SUPERINTENDING ADMIRALTY WORKS, HONGKONG.

COMMODORE,

64. The property held by the Naval Authorities amounts to 21A. 3R. 5P. and the attached statement shows the detail and occupation.

96. Naval Yard 4A. 3R. 26P. (the Seamen's Hospital not considered in the City).

100. I cannot say.

(Signed) A. BROOKE,
Maj., R.E.

16th February, 1887.

STATEMENT OF LAND AT HONGKONG OCCUPIED BY THE NAVAL AUTHORITIES.

Situation.	Lot.	Area.	How occupied.	Remarks.
Victoria,	*	A. R. P. 4. 3. 26	Steam Factory, Boiler Makers' and Carpenters' Sheds, Stores, Officers Quarters & Police Barracks.	* No record.
Victoria, Mount Shadwell,...	620	6. 3. 33	Seamens' Hospital, Surgeons Quarters, &c.	.....
Victoria, Mount Gough,.....	63	4. 3. 23	Commodore's Quarters, Sanitarium for Officers.	It is proposed to build a new Officers' and an additional new Seamens' Sanitarium.
Kowloon,.....	*	5. 0. 3	Seamens' Quarters, Coal and other Stores, Torpedo Establishment.	.....
Stone Cutters' Island,	nil	nil	A rifle range to 600 yards.	} These ranges though used by the Naval Authorities are not Admiralty property.
Kowloon,.....	nil	nil	Do. 400 "	

(Signed) A. DE V. BROOKE
Major, R.E.

14th February, 1887.

Appendix, No. 9.

RETURNS FURNISHED BY THE MILITARY AUTHORITIES.

*The Major-General Commanding in China and Straits Settlements, to the Officer Administrating
the Government of Hongkong.*

HEAD QUARTERS,
HONGKONG, 26th February, 1887.

SIR,

With reference to your Excellency's letter No. 37 G. of the 11th instant, and the questions of the Land Commission to which my attention is invited; I have the honour, in forwarding a Copy of the Commanding Royal Engineers' Memorandum thereon, to state, as regards my own opinion, that the removal of the Garrison "to places outside the city limits," would be a highly imprudent and dangerous proceeding.

The first requisite, in the event of Hongkong being attacked, is that its small Garrison should be placed as is fortunately the case at present in the most central position for rapidly manning the harbour forts, occupying the passes over the hills at the back of the town and their approaches from the South, and pouring in reinforcements wherever danger threatens.

A glance at the map will shew that there is no other possible locality outside the city limits which fulfils these conditions,—especially as regards the land front facing South the portion to be defended extending only from Stanley Gap on the one side to Belcher's Point on the other.

I might proceed further to shew how necessary is a deep sea frontage for our communications with the harbour forts and in connexion with the Arsenal, Laboratory, Commissariat and Submarine Mining Establishments, but hope all this will be readily understood, and that I need say no more of our requirements in a tactical or administrative sense.

For the protection of the European Community and as a place of refuge for them, the Government Officials, Treasury, &c., &c., the present cantonment is equally well adapted. It is close to our Government Offices and business quarter of town, has the necessary clear space nearly all round it for defensive purposes, and stands in the most central position for striking out right or left in the event of a rising of the enormous and ever increasing Chinese Population.

In a sanitary point of view the present Barracks are very satisfactory more particularly those on the sea shore, and occupying new ground has always proved most injurious to the health of the troops for several years afterwards.

Moreover our present position on completion of the Praya extension offers ample means of expansion to meet the requirements of a largely increased Garrison and provide for a large Hospital on shore on the breaking up of the old hulk, "Meeanee," now used as a Hospital.

It appears to me also very questionable whether such removal, as suggested, would prove a financial success for the Colony, considering the costly character of the Barrack and other Military Buildings and the large extent of ground they cover consequent on their detached state (for sanitary reasons) and the open spaces to be left for parade purposes.

Neither would the Medical Authorities probably agree to an occupation of new Barracks for two years from the time the foundations were laid and meanwhile the money expended would be unremunerative and the troops have to remain where they are.

Taking all this into consideration, together with the increased area to be allotted to provide for a corresponding increase of Garrison,—would the profit realized by the Public on any exchange of ground (a considerable sea frontage being indispensable) cover the cost of all the buildings required for a new Cantonment?

The higher considerations referred to in the earlier part of this letter will, I feel sure, prevent the War Department from entering into any scheme for the removal of the Garrison from its present Cantonment and I have only touched upon the financial question in order to allay, if possible, any disappointment in the matter.

I am as desirous as any member of the Legislature of seeing the town of Victoria improved in the direction indicated, the Praya extended and tramway communication established from Belcher's Point to Causeway Bay and I hope much further still,—but all this can be done I submit without any removal of the Garrison.

Appendix, No. 9,—(Continued.)

Your Excellency is aware how constantly I have urged the War Office to contribute towards the expense of the Praya extension and I think, as previously intimated verbally, that if a strong case were made out to the Secretary of State for the Colonies and he conferred with the War Office on the subject a satisfactory solution might be arrived at.

I have &c.,

(Signed), W. G. CAMERON,
Major-General,
Commanding in China and Straits Settlements.

His Excellency

The Honourable W. H. MARSH, C.M.G.,
Administering the Government,
Hongkong.

Memorandum of the Colonel Commanding Royal Engineers.

A. M. S.

No. 64. About 337 acres is held by the Military Authorities; a portion of this (as at Stone Cutters' Island and at the Peak) is undefined.

There are restrictions on land being occupied for building purposes; the chief of these are at the Peak, Town Gun, Belcher's Point, Kowloon Peninsula, Lyemun and Stone Cutters' Island. The amount is undefined, it being the practice to ask the consent of the Military Authorities before permitting building rights to be acquired where they may interfere with the defences.

No. 96. By the Military about 84 acres. The Establishments could not be removed as it is necessary to concentrate the bulk of the Forces in the city, and to maintain the Military Establishments there also.

No. 97. There is land available at the Peak, Stone Cutters' Island, Kowloon Peninsula, and elsewhere for a portion of the Garrison, if it were considered desirable to dispose of them in that way, but see preceeding answer.

(Signed), A. T. STORER,
Col. C.R.E.

17th February, 1887.