

## GOVERNMENT NOTIFICATION.—No. 515.

The following Particulars and Conditions of Sale of Sites for Piers by Public Auction to be held at the Offices of the Public Works Department on Monday, the 8th day of September, 1902, at 3 p.m., are published for general information.

By Command,

F. H. MAY,  
*Colonial Secretary.*

Colonial Secretary's Office, Hongkong, 15th August, 1902.

Particulars and conditions of Sale of the right of erecting and maintaining piers over Crown Fore-shore to be held at the offices of the Public Works Department by order of His Excellency the Officer Administering the Government, on Monday, the 8th day September, 1902, at 3 p.m.

## PARTICULARS.

## PERMANENT PIERS.

No. of Sale.	Position.	Largest Dimensions.	Upset Price.
1	West end of Wing Lok Street, .....	200' × 30'	\$10,000
2	End of Queen Street, .....	200' × 30'	10,000
3	End of Sutherland Street, .....	150' × 30'	8,000

## TEMPORARY PIERS.

No. of Sale.	Position.	Largest Dimensions.	Period of Licence.	Upset Price.
4	At end of public road, South side of K.M.L. 48, Yaumati, .....	150' × 20'	3 years.	\$1,000
5	At end of public road, North side of K.M.L., 39, Yaumati, .....	150' × 20'	3 years.	1,000

1. The right to erect and maintain those designated as permanent piers will be leased for a period of fifty years from 1st January, 1900, and for the right to erect and maintain those designated as temporary piers licences will be issued for a period of three years.

2. The piers to be erected shall be subject in all respects to the provisions of Ordinances Nos. 37 of 1899 and 17 of 1900 and of any amending Ordinance hereafter passed, and rent shall be paid in accordance with the Schedule attached to the Principal Ordinance.

3. In no case shall the pier exceed the dimensions specified, but a pier of less dimensions may be erected by the lessee.

4. The highest bidder above the upset price shall be the Purchaser and, if any dispute arise between two or more bidders, the site shall be put up again at a former bidding.

5. No person shall at any bidding advance less than \$20.

6. The Purchaser must pay into the Treasury, within 3 days of the day of sale, the full amount of Premium at which he shall have agreed to purchase.

7. The purchaser shall, within 12 months from the day of sale in the case of permanent piers and within 6 months in the case of temporary piers, build and finish, fit for use, a pier in accordance with plans, which must, in the first instance, be submitted to the Director of Public Works and be approved of in writing by him. The Purchaser shall from the date of sale and until the completion of such pier as aforesaid pay to the Colonial Treasurer on the first day of each month in advance a monthly sum equivalent to one-twelfth part of the annual rent to become payable by him on the granting of the Lease or Licence hereafter mentioned.

8. When the conditions herein contained have been complied with to the satisfaction of the Director of Public Works, the Purchaser of the right to erect and maintain a permanent pier shall be entitled to, and shall execute, on demand, a Lease from the Crown of the right to erect and maintain the pier which he has erected, for 50 years, to be computed from the 1st day of January, 1900, at such monthly rental, payable in advance, as is specified in the Schedule attached to the Piers Ordinance (No. 37 of 1899); and such Crown Lease shall be in the form which may be seen at the Public Works Offices. In similar manner the Purchaser of the right to erect and maintain a temporary pier shall be entitled to and shall receive a Licence for three years to be computed from the day of sale. The rent payable in respect of such piers shall commence from the date of the granting of the Lease or Licence therefor.

9. Should the Purchaser neglect or fail to comply with these conditions, his Premium, or any portion thereof which may be paid, shall be thereupon forfeited to His Majesty, who shall be at full liberty either to enforce the sale, or to re-sell the right to erect and maintain such pier at such time and place, and in such manner as to His Majesty shall seem fit, and in case of re-sale, the increase, if any, of the Premium or Purchase Money shall be retained by His Majesty, and the deficiency, if any, and all costs and expenses shall be made good by the defaulter and be recoverable as liquidated damages, or at the option and pleasure of His Majesty, His Majesty shall be at liberty to cancel such right to erect and maintain a pier as if no sale had ever taken place, in which case also the Premium paid by the Purchaser shall be thereupon wholly forfeited to His Majesty. But such cancellation shall not exonerate the present Purchaser upon a subsequent re-sale of the right to erect and maintain such pier to make good the deficiency, if any, upon such re-sale and all costs and expenses as ascertained to be recoverable as aforesaid.

#### SPECIAL CONDITION WITH REGARD TO SITE 2.

The Purchaser of Site 2 will be at liberty to make arrangements for purchasing the pier at present occupying the site but, in the event of his failing to arrange terms with the owner of the pier, must allow him one calendar month within which to remove it.

*Director of Public Works.*

#### MEMORANDUM OF AGREEMENT BY THE PURCHASER.

Memorandum that

of

the person whose name is hereunder written has been declared the highest bidder for the right to erect and maintain the pier described in the foregoing Particulars of Sale and hereunder specified opposite to his said name and signature, and does hereby agree to become the Lessee or Licensee thereof under and subject to the foregoing Conditions of Sale, and on his part to perform and abide by the said Conditions.

No. of Sale.	Annual Rental.	Amount of Premium at which purchased.	Signature of Purchaser.
	To be in accordance with Schedule attached to the Piers Ordinance (No. 37 of 1899.)		

*Witness to Signature of Purchaser*

*Director of Public Works.*

*Witness to Signature of Director of Public Works.*