

MEMORANDUM OF AGREEMENT BY THE PURCHASER.

Memorandum that

of

the person whose name is hereunder written has been declared the highest bidder for the Lot 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 thereof, under and subject to the foregoing Conditions of the Sale and on his part to perform and abide by the said Conditions.

Number of Sale.	Registry Number.	Annual Rental.	Amount of Premium at which purchased.	Signature of Purchaser.
1	Kowloon Inland Lot No. 1172.	\$152		

Witness to Signature of Purchaser.

Director of Public Works.

Witness to Signature of Director of Public Works.

W. CHATHAM,
Director of Public Works.

9th February, 1906.

PUBLIC WORKS DEPARTMENT.

No. 104.—Particulars and Conditions of the letting by Public Auction Sale, to be held on Monday, the 26th day of February, 1906, at 3 p.m., at the Offices of the Public Works Department, by Order of His Excellency the Governor of One Lot of Crown Land at Peng Chau Island, in the Colony of Hongkong, for a term of 75 years.

PARTICULARS OF THE LOT.

No. of Sale.	Registry No.	LOCALITY.	Boundary Measurements.				Area.	Annual Rent.	Upset Price.
			N.	S.	E.	W.			
1.	Peng Chau Farm Lot No. 1.	Peng Chau Island near Lantau Island, New Territory.	As	per	plan.	...	About 45 acres.	\$ 225	\$ 1,800

CONDITIONS OF SALE.

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

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

3. Immediately after the fall of the hammer, the Purchaser of the Lot shall sign the Memorandum of Agreement, hereinafter contained, for completing the purchase according to these Conditions, and shall, within Three Days of the day of sale, pay into the Colonial Treasury the full amount of Premium at which the Lot shall have been purchased.

4. The Purchaser of the Lot shall also pay into the Colonial Treasury on behalf of His Majesty the KING, the sum of \$24 within three days of the day of sale, for and in consideration of the Boundary Stones, properly cut, fixed, and marked with the Registry Number, which shall be placed by the Director of Public Works, for the Purchaser, at each angle of the Lot.

5. The Purchaser of the Lot shall pay to the Land Officer, on behalf of His Majesty the KING, a Fee of \$30 upon the execution of the Crown Lease thereof.

6. No sewage or refuse water will be allowed to flow from the Lot on to any of the adjoining lands whether belonging to the Crown or to private persons; neither shall any decaying, noisome, noxious, excrementitious, or other refuse matter be deposited on any portion of the Lot, and in carrying out any works of excavation on the Lot no excavated earth shall be deposited on the Lot or on Crown Land adjoining in such manner as shall expose the slopes of such excavated earth to be eroded and washed down by the rains, and all such slopes shall be properly turfed and, if necessary, secured in place by means of masonry toe walls. The Purchaser shall see that all refuse matters are properly removed daily from off the premises.

7. The Purchaser of the Lot shall pay into the Colonial Treasury a proportionate part of the annual rental specified in the particulars hereinbefore contained on the 24th day of June next, and thereafter shall pay such annual rental by equal half-yearly payments on the 25th day of December, and the 24th day of June, in each and every year during the term of 75 years hereinbefore mentioned.

8. When the conditions herein contained have been complied with to the satisfaction of the Director of Public Works, the Purchaser of the Lot shall be entitled to, and shall execute, on demand, a Lease from the Crown, of the Piece of Ground comprised in such Lot for 75 years, to be computed from the day of sale at such Annual Rental, payable half-yearly on the 24th day of June and the 25th day of December, in every year, as is specified in the Particulars of such Lot hereinbefore contained; and such Crown Lease shall be subject to, and contain, all Exceptions, Reservations, Covenants, Clauses, and Conditions inserted in the Crown Leases of Farm Lots in the New Territory of Hongkong.

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 Property at such time and place, and in such manner as to His Majesty shall seem fit, and in case of a 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 to re-enter and resume the property 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 re-entry shall not exonerate the present Purchaser upon a subsequent re-sale of the property to make good the deficiency, if any, upon such re-sale, and all costs and expenses as ascertained to be recoverable as aforesaid.

10. Possession of the Lot sold shall be given to the Purchaser, and deemed to have been taken by him, on the day of sale.

11. In the event of the Purchaser assigning the benefit of the underwritten agreement, the assignee shall be bound by the foregoing and following conditions of sale, and all powers and remedies shall be enforceable against him to the same extent as if such assignee were the original Purchaser.

SPECIAL CONDITIONS.

1. Portions of the Farm Lot may be converted into Inland Lots subject to payment of further premium at the rate of 2 cents per square foot and Crown Rent at the rate of \$100 per acre for such converted areas, and to the expenditure of a sum equal to 20 cents per square foot of such areas on buildings within a period of 24 months from the date of their conversion.

2. No building of any description to be erected on the area covered by the Farm Lot Lease.

3. No interference to be caused with any stream, well or watercourse or with any right of way or path used by the villagers.

4. Subject to payment of compensation at the rate of \$40 per acre for the land and of a further sum to be assessed by the Superintendent of the Botanical and Afforestation Department for any trees, &c., planted by the Purchaser, the Government may at any time resume any portion of the area of the Farm Lot provided such resumption or resumptions do not exceed half the area of the Lot.

5. The Purchaser to have no claim to any access to the sea nor to any compensation in the event of any reclamation being made on the seaward side of the Lot and a clause reserving to the Government the power to reclaim the foreshore or seabed whenever it thinks fit and without consulting the Purchaser or his assign to be inserted in the Lease.

6. The Purchaser to make his own arrangements for the acquisition of any private holdings within the area sold.

7. Any crops on the numbered but uncoloured patches within the areas proposed to be leased are to be compensated for to the satisfaction of the Assistant Land Officer.

8. No graves to be interfered with.

Director of Public Works.

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No. of Sale.	Registry Number.	Annual Rental.	Amount of Premium at which purchased.	Signature of Purchaser.
1	Peng Chau Farm Lot No. 1.	\$225.		

Witness to Signature of Purchaser.

Director of Public Works.

Witness to Signature of Director of Public Works.

W. CHATHAM,
Director of Public Works.

7th February, 1906.