

## 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 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.
1	To be in accordance with the Schedule attached to the Piers Ordinance (No. 11 of 1899).		

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*Witness to Signature of Purchaser.*

.....  
*Director of Public Works.*

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*Witness to Signature of Director of Public Works.*

## PUBLIC WORKS DEPARTMENT.

**No. 642.**—It is hereby notified that the right of erecting and maintaining a Temporary Pier over Crown Foreshore in the Colony of Hongkong will be sold by Public Auction at the Offices of the Public Works Department, on Tuesday, the 7th day of August, 1906, at 3 p.m.

W. CHATHAM,  
*Director of Public Works.*

25th July, 1906.

Particulars and Conditions of Sale of the right of erecting and maintaining a Temporary Pier over Crown Foreshore opposite Waterloo Road, Yaumati, to be held at the Offices of the Public Works Department by order of His Excellency the Governor, on Tuesday, the 7th day of August, 1906, at 3 p.m., for a term of 1 year commencing from the 7th day of August, 1906.

## PARTICULARS OF THE PIER.

No. of Sale.	Position.	Largest Dimensions.	Upset price.
2	Opposite Waterloo Road, Yaumati.	75' × 13'	\$250.

1. The right to erect and maintain this Pier will be for a period of 1 year from 7th August, 1906.

2. The Pier to be erected shall be subject, in all respects to the provisions of Ordinance No. 11 of 1899 and of any amending Ordinance hereafter passed and rent shall be paid in accordance with the Schedule attached to said Ordinance.
3. The Pier shall not 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 \$10.
6. The Purchaser must pay into the Treasury, within three days of the day sale, the full amount of Premium at which he shall have agreed to purchase.
7. The area of the Pier to be calculated on the over-all dimensions at deck level, that is, including fenders, whether vertical or horizontal.
8. Any vessels lying alongside the Pier must not project beyond the end of the Pier.
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 a 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.

*Director of Public Works.*

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No. of Sale.	Annual Rental.	Amount of Premium at which purchased.	Signature of Purchaser.
2	To be in accordance with the Schedule attached to the Piers Ordinance (No. 11 of 1899).		

*Witness to Signature of Purchaser.*

*Director of Public Works.*

*Witness to Signature of Director of Public Works.*