

PUBLIC WORKS DEPARTMENT.

No. 668.—Particulars and Conditions of the letting by Public Auction Sale, to be held on Monday, the 13th day of August, 1906, at 3 p.m., at the Public Works Department, by Order of His Excellency the Governor, of the right to quarry Stone on One Lot of Crown Land, at Ngau Shui Wan, near Tai Wan Village, New Kowloon, in the New Territory of Hongkong, for a period extending from date of sale up to and including 31st March, 1907.

PARTICULARS OF THE LOT.

| No. of Sale. | Registry No. | LOCALITY. | Boundary Measurements. | | | | Contents in Squareft. | Upset Crown Rent |
|--------------|---------------------------|--|------------------------|-------|-------|-------|-----------------------|------------------|
| | | | N. | S. | E. | W. | | |
| 1 | Tai Wan Quarry Lot No. 3. | West of Tai Wan Village, Ngau Shui Wan, New Territory. | feet. | feet. | feet. | feet. | | \$ |
| | | | 200 | 200 | 50 | 50 | 10,000 | 44 |

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 \$2.

3. Immediately after the fall of the hammer, the Purchaser of the right to quarry the Lot shall sign the Memorandum of Agreement, hereinafter contained, for completing the purchase according to these Conditions, and shall pay into the Colonial Treasury the Crown Rent up to and including 31st March, 1907, at which the right to quarry the Lot shall have been purchased, within Three Days of the day of sale.

4. The Purchaser of the right to quarry the Lot shall have Boundary Stones of a size and pattern to be approved by the Director of Public Works and marked with the Registry number, placed at each angle of the Lot within one month of the date of sale.

5. The Purchaser of the right to quarry 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.

7. The Purchaser of the right to quarry the Lot will be allowed to erect one temporary pier or jetty for the purpose of shipping stone cut in the quarry into junks or boats, the materials, erection, site and dimension of such pier shall be subject in all respects to the approval of the Director of Public Works, who may at any time direct the removal of any such pier or jetty if in his opinion such removal is necessary, and the Purchaser shall have no claim for compensation for such removal.

8. The Purchaser of the right to quarry the Lot shall be allowed to erect within the area of his Lot dwellings or sheds for the use of workmen employed in the quarry on the said Lot or for storing explosives or other materials for use in such quarries, such dwellings and sheds to be constructed of brick or stone and roofed with tiles or other incombustible material and to be subject in all respects to the approval of the Director of Public Works and to any regulations of the Sanitary Board from time to time in force and to be removed on the termination of the lease or on receipt of one month's written notice from the Director of Public Works without the Purchaser having any claim for compensation for such removal.

9. When the preliminary conditions herein contained have been complied with to the satisfaction of the Director of Public Works, the Purchaser of the right to quarry 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 from date of sale till 31st March, 1907, to be computed from the day of sale at the Rental, mentioned in the Memorandum of Agreement signed by the Purchaser, at which the Lot shall have been purchased; and such Crown Lease shall be subject to, and contain, all Exceptions, Reservations, Covenants, Clauses and Conditions inserted in the Crown Leases of Quarry Lots in the New Territory of Hongkong.

10. Should the Purchaser neglect, or fail to comply with these Conditions, His Majesty shall be at full liberty either to re-enter and resume the property as if no sale had ever taken place, in which case also any Crown Rent 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.

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

12. In the event of the Purchaser assigning the benefit of the underwritten agreement, the assignee shall be bound by the foregoing 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.

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 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 Sale, and on his part to perform and abide by the said Conditions.

| No. of Sale. | Registry Number. | Rental. | Signature of Purchaser. |
|--------------|---------------------------|---------|-------------------------|
| 1 | Tai Wan Quarry Lot No. 3. | | |

Witness to Signature of Purchaser.

Director of Public Works.

Witness to Signature of Director of Public Works.

W. CHATHAM,
Director of Public Works.

3rd August, 1906.