

PUBLIC WORKS DEPARTMENT.

No. 794.—Particulars and Conditions of the letting by Public Auction Sale, to be held on Monday, the 24th day of September, 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 Bowen Road, in the Colony of Hongkong, for a term of 21 years.

PARTICULARS OF THE LOT.

| No. of Sale. | Registry No. | LOCALITY. | Boundary Measurements. | | | | Contents in Sq. ft. | Annual Rent. | Upset Price. |
|--------------|--------------------|----------------------------------|------------------------|-------|-------|-------|---------------------|--------------|--------------|
| | | | N. | S. | E. | W. | | | |
| | | | feet. | feet. | feet. | feet. | \$ | \$ | |
| 1 | Garden Lot No. 28. | Near Inland Lot 1711 Bowen Road. | 100 | 83 | 155 | 114 | 10,700 | 24 | 535 |

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 \$25 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. The Purchaser of the Lot shall forthwith lay out the whole of the Lot as a Garden, and for that purpose, at his own expense in all things, build, in a substantial and workmanlike manner, all boundary walls, and all retaining walls, necessary for effectively supporting the same; and the whole of the work to be done to the satisfaction of the Director of Public Works according to plans which shall first be submitted to and approved by him. No building of any description other than retaining and boundary walls shall be executed upon the Lot, except such as may be required for the proper maintenance and care and enjoyment of the same as a Garden.

7. 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.

8. 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 25th day of December next, and thereafter shall pay such annual rental by equal half-yearly payments on the 24th day of June and the 25th day of December in each and every year during the term of 21 years hereinbefore mentioned.

9. 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 21 years, to be computed from the day of sale at such Annual Rental payable half-yearly on the 25th day of December, and the 24th day of June, 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 Garden Lots in the Colony of Hongkong.

10. 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.

11. Possession of 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 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. The Purchaser to cover over the nullah at his own expense. The work to be performed in accordance with a plan to be approved by the Director of Public Works and to be carried out to the satisfaction of that Officer.
2. The design of any work adjacent to Bowen Road to be subject to the approval of the Director of Public Works.
3. The Purchaser to have no rights over the water flowing in the nullah.
4. The Purchaser to construct substantial retaining walls where necessary to obviate landslips in the event of his cutting away the hill to level the site.
5. At the end of the term of 21 years for which the Lot is leased the land with all improvements thereon shall revert unconditionally to the Government
6. The actual area of the Lot to be determined before the issue of the Crown Lease and Premium and Crown Rent adjusted in proportion to the Area and in accordance with the amount of Premium and Crown Rent at which the Lot is sold.

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. | Annual Rental. | Amount of Premium at which Purchased. | Signature of Purchaser. |
|--------------|--------------------|----------------|---------------------------------------|-------------------------|
| 1 | Garden Lot No. 28. | \$ 24 | | |

Witness to Signature of Purchaser.

Director of Public Works.

Witness to Signature of Director of Public Works.

W. CHATHAM,
Director of Public Works.

14th September, 1906.