

## NOTICES.

No. 439.

COLONIAL SECRETARY'S DEPARTMENT.

### HONGKONG OPIUM FARM.

Notice is hereby given that Sealed Tenders will be received at the Colonial Secretary's Office, Hongkong, till Noon on Friday, the 31st day of August, 1906, for the purchase of the privileges known as the Opium Farm established under The Prepared Opium Ordinance, 1891, as amended by the Prepared Opium Ordinance, 1904, that is to say, the sole privilege of preparing Opium and of Selling, within the Colony, (including the New Territories), Opium so prepared, inclusive of the privilege of collecting dross and of preparing and dealing in dross Opium, for three years from the 1st of March, 1907.

Full information as to conditions of tendering, etc., can be obtained from the Colonial Treasurer.

T. SERCOMBE SMITH,  
*Colonial Secretary.*

23rd May, 1906.

#### *Conditions of Tendering.*

1. No tender will be received unless the tenderer produces a receipt from the Treasurer for—
  - (i.) A deposit of \$30,000, or of Title Deeds, or other approved securities to a like amount, and
  - (ii.) An agreement, to be executed by him on a form provided by the Treasurer, to the effect that, if he should decline to accept a grant of the Farm on the terms of the tender sent in by him or fail to give the prescribed security for such grant, such deposit or securities shall be forfeited to the Crown.

Such deposit must be completed not later than Noon on the 30th day of August, 1906. All deposits will be returned to unsuccessful tenderers.

2. The tender must state the monthly sum offered for the Farm as rent.
3. The Government does not bind itself to accept the highest or any tender.
4. The successful tenderer shall before the 1st day of January, 1907, deposit with the Treasurer approved security, either money or title deeds, to the value of three months' rent of the Farm for the due performance of the conditions on which the privilege is granted and of the stipulations or agreement in respect thereof, and the security previously deposited with the Treasurer on the tender being received will be retained until such successful tenderer shall have deposited such security. Particulars of the Security offered must be submitted to the Treasurer before the 1st day of November, 1906, for the approval of the Government, and the security shall be in such form as the Treasurer may require. Title deeds of land in any British Territory may be submitted for approval.
5. The Governor in Council will execute to the accepted tenderer a Grant in the form, or as near thereto as may be, hereinafter set out, as soon as the security has been completed to the satisfaction of the Governor in Council: and the Grantee shall sign a counterpart of such Grant.
6. During the continuance of the privileges the successful tenderer shall be entitled to the use of a trade mark to be approved by the Governor in Council on all Opium prepared by him.

#### *Conditions to be fulfilled by the Grantee of the Opium Farm, and the breach of which will involve liability to the forfeiture of the Grant and of the Security deposited with the Treasurer.*

- (1) To pay the monthly fee regularly in advance, from the 1st day of March, 1907, on the first day of each month.
- (2) To have no Opium in possession except what is reported through the Imports and Exports Office; and, unless the special permission of the Governor to exceed that amount is obtained, to draw not more than 300 chests in any two consecutive months, of which not more than 175 chests are to be drawn in any one month.

## PUBLIC WORKS DEPARTMENT.

**No. 410.**—Particulars and Conditions of the letting by Public Auction Sale, to be held on Monday, the 21st day of May, 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 near Rural Building Lot 28, The Peak, in the Colony of Hong-kong, for a term of 75 years, with the option of renewal at a Crown Rent to be fixed by the Surveyor of His Majesty the KING, for one further term of 75 years.

## PARTICULARS OF THE LOT.

No. of Sale.	Registry No.	LOCALITY.	Boundary Measurements.				Con-tents in Sq. ft.	An-nual Rent.	Upset Price.
			NE.	SW.	SE.	NW.			
			feet.	feet.	feet.	feet.	\$	\$	
1	Rural Building Lot No. 124.	Near Rural Building Lot No. 28, The Peak.	50	50	30	30	1,500	8	180

## 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 build and finish, fit for occupation, before the expiration of twelve calendar months from the day of sale, in a good, substantial and workmanlike manner, one or more good and permanent messuage or tenement upon some part of his Lot, with walls of stone or brick and lime-mortar and roof of tiles or such other materials as may be approved by the Director of Public Works, and in other respects in accordance with the provisions of all Ordinances, Bye-laws and Regulations relating to Buildings or Sanitation as shall or may at any time be in force in the Colony, and shall expend thereon a sum of not less than \$200 in rateable improvements.

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 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.

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 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 Rural Building Lots in the Colony of Hong-kong. The Lease shall also contain a proviso that the lessee is to have the option of renewing the Lease for one further term of 75 years at a Crown Rent to be fixed by the Surveyor of His Majesty the KING.

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 nominal sum of \$1 per quarter to be paid into the Treasury for permission to obtain water from the channel on Crown Land adjoining the Lot.

2. No obstruction to be formed in the channel, in order to obtain the water, in such a manner as to cause any pool whatever.

3. The permission referred to in special condition No. 1 to be subject to cancellation at any time by one month's notice in writing signed by the Director of Public Works.

*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	Rural Building Lot No. 124.	\$ 8.		

*Witness to Signature of Purchaser.*

*Director of Public Works.*

*Witness to Signature of Director of Public Works.*

W. CHATHAM,  
*Director of Public Works.*

10th May, 1906.