

EXECUTIVE COUNCIL.

No. 671.

Regulations made by the Governor-in-Council on the 26th day of July, 1906, under Section 5 of the Prospecting and Mining Ordinance, 1906, (Ordinance No. 7 of 1906), with reference to prospecting and mining in the New Territories of Hongkong.

I.—Prospecting Licences.

1. No prospecting for metals or minerals shall be carried on in the New Territories (except by the holder of a Mining Licence or Mining Lease) without a Prospecting Licence from the Governor-in-Council, and no Licensee shall prospect for any metal or mineral other than such as are specified in his Licence.

2. Each Prospecting Licence shall be for the area of one of the Mining Districts as shown on the plan deposited in the Office of the Director of Public Works and bearing the same date as these Rules, and not more than four licences shall be held by the same licensee at the same time.

3. Prospecting Licences shall be in the form prescribed in the First Schedule hereto, or as near thereto as circumstances permit, and shall be subject to the conditions specified in such Schedule.

4. A licence may be cancelled at any time by the Governor in the event of any breach of the conditions thereof by the Licensee or his employees, or if in the opinion of the Governor the Licensee is not carrying on *bonâ fide* work under his licence.

II.—Mining Licences.

5. No mining shall be carried on in the New Territories (except by the holder of a Mining Lease) without a licence from the Governor-in-Council, and no Licensee shall mine any metal or mineral other than such as are specified in his licence.

6. No single licence shall cover an area of more than five square miles, and not more than four licences shall be held by the same Licensee at the same time.

7. Mining Licences shall be in the form prescribed in the Second Schedule hereto, or as near thereto as circumstances permit, and shall be subject to the conditions specified in such Schedule.

8. The licence may be cancelled at any time by the Governor in the event of any breach of the conditions thereof by the Licensee or his employees, or if in the opinion of the Governor the Licensee is not carrying on *bonâ fide* work under his licence.

III.—Mining Leases.

9. A Mining Lease in respect of land in the New Territories will be granted only to the holder of a Prospecting Licence or Mining Licence.

10. No single lease shall be for an area or areas greater in the aggregate than one square mile, and not more than four leases shall be held by the same lessee at the same time.

11. Mining Leases may be in the form prescribed in the Third Schedule hereto or in such other form as the Governor may think fit.

12. Every Mining Lease shall reserve a Crown Rent at the rate of \$2 for each acre or part of an acre payable in respect of the whole of the leased area, and a Crown Rent at the rate of \$50 per acre for so much thereof as may from time to time be occupied by workings or buildings, or used for storage.

13. The Governor-in-Council shall once in each year fix the rate at which royalties are to be paid during the then current year in respect of each species of metal or other mineral for the mining of which Leases have been granted or shall during such year be granted, and every Mining Lease shall provide for the payment of such royalty which shall be at a rate not exceeding 5 per cent. of the estimated market value of the metal or other mineral (in respect of which it is payable) at the Mines when ready for exportation or for smelting or reducing.

IV.—Penalty.

14. Any person committing a breach of these Regulations or of any condition in a Prospecting or Mining Licence or of any condition, covenant, proviso or clause in a Mining Lease (provided that such breach does not relate to non-payment of fees, rents or royalties) shall be liable on summary conviction to a penalty not exceeding two hundred dollars or in default to imprisonment with or without hard labour for any period not exceeding six months: a conviction under this Regulation shall not in any way prejudice any right or remedy of the Crown or the Governor-in-Council.

A. G. M. FLETCHER,
Clerk of Councils.

COUNCIL CHAMBER,
26th July, 1906.

FIRST SCHEDULE.

FORM OF PROSPECTING LICENCE.

Prospecting Licence.

Permission is hereby granted by the Governor-in-Council to
of _____ to prospect for *
within the District of _____ in this Colony for a period of Six
months from the _____ day of _____ 190____, (renewable for one like
period) subject to the conditions hereto annexed.

* The metals
or minerals
which the
licence
covers must
be inserted.

Hongkong, the _____ day of _____ 190____.
Fee \$500.

Clerk of Councils.

Conditions of Licence.

1. The Licence is limited to unoccupied Crown Lands within the area of the Mining District to which it refers.

2. The licence shall continue in force for Six months from its date and shall be renewable for one like period of Six months at the option of the Licensee, who shall give notice of his desire for renewal not less than Fourteen days before the expiry of the first period of Six months.

3. A payment for the Licence of Five Hundred Dollars shall be made in advance and a similar payment shall be made at the time of application for renewal.

4. The Licensee to have during the period of his Prospecting Licence and within the area covered by it a preferential right to a Mining Licence for the metals and minerals specified in his Licence for an area not exceeding Five Square Miles under such conditions as are provided for in these Rules, or to a Mining Lease for the like metals and minerals for an area not exceeding One Square Mile for such a term of years, at such rent and subject to such covenants and conditions as the Governor may determine.

5. The Licensee to have no right to carry away minerals or metals except specimens, of which a list, giving natures and weights, shall be sent to the Land Officer.

6. The grant of a Licence shall not in any way interfere with the right of the Government to sell, lease or otherwise dispose of or grant licences in respect of any part of the area covered by it for industrial, agricultural, quarrying or any purpose other than mining any of the metals or minerals specified in such licence, and on such sale, lease or disposal the Licensee's right to prospect within the part of the area sold, leased or otherwise disposed of shall cease.

7. The grant of a Licence shall not in any way interfere with the right of the Government to construct water-works, roads, or other public works of whatsoever nature within the area covered by the Licence.

8. No trees shall be felled by the Licensee without the permission of the Land Officer.

Whenever the Licensee shall desire to fell any trees he shall give notice to the Land Officer who shall inspect the trees to be felled and if he thinks fit shall give permission for the felling of such trees as he shall mark. The Land Officer shall assess the value of all trees felled or injured by the Licensee and the Licensee shall pay to such person as the Land Officer may direct the amount of such assessment.

9. In the event of any injury or damage being occasioned by the operations of the Licensee to any crops, plantations, banks, buildings or other property whatsoever, the Licensee shall pay to the injured party such sum as the Land Officer may award as compensation.

10. The Licensee shall not divert, obstruct or foul any running or standing waters or any water-course or water-gathering area within the area covered by the Licence.

11. All spoil and debris shall be so disposed of as to avoid its being washed into any water-course or on to any cultivated land.

12. The Licensee shall adopt such precautions as may be prescribed by law, or as the Land Officer or other Officer appointed by the Governor may direct, in regard to the storage and use of explosives within the area covered by the Licence.

13. No buildings shall be erected by the Licensee within the area covered by the Licence except such temporary structures as may be required for the use of the employees of the Licensee or for storing materials or explosives. All such structures as may be erected shall be subject to the control of the Land Officer or other Officer appointed by the Governor and shall be removed by the Licensee if the Land Officer or other Officer appointed by the Governor shall so direct.

14. The Licensee shall at all times maintain order amongst his employees.

15. The Licensee shall securely timber and support any underground workings and shall protect as may be necessary for safety any open workings. He shall carry out any instructions he may receive as to these matters from the Land Officer or other Officer appointed by the Governor.

16. All parts of every underground working shall be properly and sufficiently ventilated and the Licensee shall carry out any instructions he may receive as to this from the Land Officer or other Officer appointed by the Governor.

17. The Licensee shall observe and perform all Regulations now in force or hereafter brought into force with reference to the safety of his workings or of the persons engaged in or near such workings.

18. The Licence shall not be transferred by the Licensee.

I agree to the terms of this Licence.

Hongkong, the day of 190 .

Witness:

.....
Licensee.

Received the above mentioned fee of \$

Hongkong, the day of 190 .

.....
Colonial Treasurer.

SECOND SCHEDULE.

FORM OF MINING LICENCE.

Mining Licence.

Permission is hereby granted by the Governor-in-Council to
of _____ to get and carry away * from the area
shown on the Map hereto annexed situate in the District of _____
in this Colony for a period of Twelve months from the _____
day of _____ 190 _____, (renewable for one like period) subject to the
conditions hereunto annexed.

* The metals or minerals intended to be covered by the licence must be specified.

Hongkong, the _____ day of _____ 190 _____.

Fee \$ _____

.....
Clerk of Councils.

Conditions of Licence.

1. The Licence is limited to unoccupied Crown Lands within the area shown on the map annexed to it.
2. The Licence shall continue in force for Twelve months from its date and shall be renewable for one like period of Twelve months at the option of the Licensee, who shall give notice of his desire for renewal not less than one month before the expiry of the first period of one year. The Licence shall be renewable for a further period of Twelve months at the option of the Governor.
3. A payment for the Licence at the rate of Two Hundred and Fifty Dollars a square mile shall be made in advance and a similar payment shall be made at the time of application for renewal.
4. The Licensee to have during the period of his Mining Licence and within the area covered by it a preferential right to a Mining Lease for the metals and minerals specified in his Licence for an area not exceeding one square mile for such a term of years, at such rent and subject to such covenants and conditions as the Governor may determine.
5. The Licensee to have the right to get and carry away from the area covered by the Licence any of the minerals or metals named in the Licence subject to the payment of a Royalty of Five per centum of their estimated market value at the Mines when ready for exportation or for smelting or reducing, such value to be assessed by the Land Officer or by such other person or persons as the Governor may appoint. For this purpose the books of account of the Licensee shall be open at all times to such Officer, person or persons.
6. The Director of Public Works and the Land Officer and any other Officer appointed by the Governor shall at all times be entitled to enter upon the area covered by the Licence for the purpose of inspecting all the workings, machinery, buildings, stores and materials thereon and for any other purpose whatsoever.
7. The grant of a Licence shall not in any way interfere with the right of the Government to construct water-works, roads, or other public works of whatsoever nature within the area covered by the Licence.

8. No trees shall be felled by the Licensee without the permission of the Land Officer.

Whenever the Licensee shall desire to fell any trees he shall give notice to the Land Officer, who shall inspect the trees to be felled and if he thinks fit shall give permission for the felling of such trees as he shall mark. The Land Officer shall assess the value of all trees felled or injured by the Licensee or his employees, and the Licensee shall pay to such person as the Land Officer may direct the amount of such assessment.

9. In the event of any injury or damage being occasioned by the operations of the Licensee to any crops, plantations, banks, buildings or other property whatsoever, the Licensee shall pay to the injured party such sum as the Land Officer may award as compensation.

10. The Licensee shall not obstruct or foul any running or standing waters or any water-course or water-gathering area within the area covered by the Licence, but he may otherwise make use of such water in such places, by such means, in such manner and in such quantities as may be permitted by the Government.

11. All spoil and debris shall be so disposed of as to avoid its being washed into any water-course or over any cultivated land.

12. The Licensee shall adopt such precautions as may be prescribed by law, or as the Land Officer or other Officer appointed by the Governor may direct, in regard to the storage and use of explosives within the area covered by the Licence.

13. No buildings shall be erected by the Licensee within the area covered by the Licence except such temporary structures as may be required for the use of the employees of the Licensee or for storing materials or explosives. All such structures as may be erected shall be subject to the control of the Land Officer or other Officer appointed by the Governor and shall be removed by the Licensee if the Land Officer or other Officer appointed by the Governor shall so direct.

14. The Licensee shall at all times maintain order amongst his employees.

15. The Licensee shall at all times work the mines in a skilful and workmanlike manner according to the most approved practice for the time being adopted in similar mines in the District, without unnecessary waste and with as little damage as possible to the mines and minerals included in the Licence, or to other mines or minerals in the vicinity thereof, or to the surface of the lands included in the Licence.

16. The Licensee shall securely timber and support any underground workings and shall protect as may be necessary for safety any open workings. He shall carry out any instructions he may receive as to these matters from the Land Officer or other Officer appointed by the Governor.

17. All parts of every underground working shall be properly and sufficiently ventilated and the Licensee shall carry out any instructions he may receive as to this from the Land Officer or other Officer appointed by the Governor.

18. The Licensee shall observe and perform all regulations now in force or hereafter brought into force with reference to the safety of his workings or of the persons engaged in or near such workings.

19. The Licence shall not be transferred by the Licensee.

I agree to the terms of this Licence.

Hongkong, the _____ day of _____ 190 .

Witness :

Licensee.

Received the above mentioned fee of \$ _____ .

Hongkong, the _____ day of _____ 190 .

Colonial Treasurer.

THIRD SCHEDULE.

FORM OF MINING LEASE.

THIS INDENTURE made the _____ day of _____
 One Thousand Nine Hundred and _____
 BETWEEN OUR SOVEREIGN LORD EDWARD THE SEVENTH by the
 Grace of God of the United Kingdom of Great Britain and Ireland and of the
 British Dominions beyond the Seas, King, Defender of the Faith, Emperor of
 India, of the one part and
 who and whose heirs executors administrators and assigns are hereinafter included
 under the designation "the Lessee" of the other part WHEREAS

_____ is now the duly constituted and appointed Governor and Com-
 mander-in-Chief of the Colony of Hongkong and its Dependencies and is duly
 authorised to enter into these presents in the name of and on behalf of His said
 Majesty NOW THIS INDENTURE WITNESSETH that in consideration of
 the yearly rents royalty and covenants and stipulations hereinafter reserved and
 contained by and on the part and behalf of the said Lessee to be paid done and
 performed His said Majesty KING EDWARD doth hereby grant and demise unto the

Lessee ALL the* _____ (hereinafter referred to as "the said mines and
 minerals") in, under and upon the piece of land situate at _____ in

*The metals
 and minerals
 included
 must be
 specified.

Survey District Number _____ in the New Territories of this
 Colony having an area of _____ or thereabouts and delineated on

the Plan hereto annexed and therein coloured pink TOGETHER with full and free
 liberty for the Lessee his agents and workmen in and upon the said land to dig,
 sink, drive, make and use all such pits, shafts, levels, water-courses and other
 works which it may be necessary to use in finding, seeking for, winning, working,
 and obtaining the said mines and minerals, and also to appropriate and use such
 part of the said land either underground or on the surface as may be proper and
 requisite as well as for depositing and laying down the said mines and minerals,
 and placing and keeping the waste, refuse and rubbish which may be worked along
 with them from time to time, as for washing and obtaining the said mines and
 minerals and for effectually separating them from all the soil and other substances
 mixed with them and for smelting or reducing the Ore into Metal, and also for
 supplying the said mines and works with water and for freeing the same from water,
 and for the purposes aforesaid to erect, make and employ all such fire, steam, water,
 or other engines, buildings, smelting works, furnaces, workmen's houses, shafts,
 crushing mills, sheds or huts, machinery and works as may be proper and reason-
 able, and all other necessary or convenient powers or authorities, privileges and
 advantages for all or any of the purposes aforesaid PROVIDED that the Lessee
 shall only be at liberty to use such parts of the surface of the said land as consist
 of Crown waste land not otherwise demised TO HOLD the said mines and min-
 erals and all and singular the premises with the appurtenances unto the Lessee from

the _____ day of _____ One Thousand Nine Hundred

and _____ for and during the term of Seventy-five years from thence next
 ensuing and fully to be completed and ended YIELDING and paying therefor
 yearly unto His said Majesty his heirs and successors in advance on the

day of _____ and thenceforth in advance at the commencement of every current

year during the said term a yearly rent or sum of Two Dollars for each acre or part
 of an acre and YIELDING and paying a Royalty on all the produce of the said
 mines at such rate per ton of each species of metal or other mineral procured
 from the said mines as may be fixed for each year of the said term by the
 Governor-in-Council PROVIDED that the rate of such royalty shall not
 exceed five per cent. of the estimated market value of the metal or mineral (in
 respect of which it is charged) at the Mines when ready for exportation or for

smelting or reducing AND provided that the said royalty shall only be payable in respect of the actual quantity of metal or mineral which is during the course of the year for which the royalty is fixed either removed from the area included in this lease or taken to some smelting or reducing works within that area PROVIDED also that in case of any dispute arising as to the amount of royalty payable such dispute shall be referred to the Governor of Hongkong whose decision shall be final AND YIELDING and paying a further yearly rent at the rate of Fifty Dollars per acre for such parts of the surface of the area included in this demise, consisting of Crown waste land, as may from time to time be occupied by the Lessee for the purpose either of working mines or for the erection of any buildings or works which the Lessee is permitted to erect under these presents, or for the purpose of depositing or storing minerals, metals, ore and other substances (excepting any spoil or debris), the Area so occupied to be ascertained by the Land Officer or by any other person appointed for the purpose by the Governor of Hongkong and the amount of rent payable to be fixed by him or them at intervals of six months AND IT IS HEREBY DECLARED that for the purpose of calculating the royalty payable hereunder the Lessee shall keep accurate books showing the quantities of metals and other minerals procured from the mines and the quantities removed from the leased area and the quantities taken to smelting or reducing works within that area and that the books of account of the Lessee shall be open at all times to the inspection of the Land Officer and of such other person or persons as the Governor may appoint; and that no metals or other minerals shall be removed from the leased area or taken to smelting or reducing works within that area unless at least three days' previous notice of the intention to move the same has been given to the Land Officer or to such other person as aforesaid; and that an account showing the quantities of each metal and other mineral in respect of which royalty is payable shall be returned by the Lessee to the Colonial Treasurer within fourteen days after the expiration of each year of the term of this lease and the said Treasurer shall thereupon certify the amount due as royalty in respect thereof and the amount certified to be due shall be paid by the Lessee into the Treasury within fourteen days from the date of the Treasurer's certificate thereof AND THE LESSEE HEREBY COVENANTS with His said Majesty his heirs successors and assigns by these presents in manner following, that is to say, that he the Lessee shall and will yearly and every year during the said term hereby granted well and truly pay or cause to be paid to His said Majesty his heirs successors and assigns the said yearly rents and royalty herein reserved on the several days and times and in the manner hereinbefore reserved and made payable AND also that the Lessee shall and will during all the said term hereby granted bear, pay and discharge all taxes, rates, charges and assessments whatsoever which now are or shall be hereafter assessed or charged in respect of the said premises hereby expressed to be demised or any part thereof AND also that the Lessee shall and will use the premises for the purpose of mining only and for no other purpose whatsoever and will at all times work the mines in a skilful and workmanlike manner according to the most approved practice for the time being adopted in similar mines in the District without unnecessary waste and with as little damage as possible to the mines and minerals included in this demise or to other mines and minerals in the vicinity thereof or to the surface of the lands over the hereby demised mines and minerals AND that the Lessee will observe and perform the following conditions and regulations at all times during the continuance of this demise:—

1. No trees shall be felled by the Lessee without the permission of the Land Officer and whenever the Lessee shall desire to fell any trees he shall give notice to the Land Officer, who shall inspect the trees to be felled and if he thinks fit shall give permission for the felling of such trees as he shall mark: the Land Officer shall assess the value of all trees felled or injured by the Lessee or his employees or workmen and the Lessee shall pay forthwith to such person as the Land Officer may direct the amount of such assessment.

2. The Lessee shall not obstruct or foul any running or standing water or any water-course or water-gathering area within the area covered by the Lease, but he may otherwise make use of such water in such places, by such means, in such manner and in such quantity as may be permitted by the Government.

3. The Lessee shall dispose of all spoil and debris on such portions only of the area covered by the Lease as may from time to time be determined by the Director of Public Works, and in such manner as to avoid its being washed into water-courses, or over any cultivated land.

4. In the event of any injury or damage being caused by the operations of the Lessee to any crops, plantations, banks, buildings or other property whatsoever the Lessee shall pay to the injured party such sum as the Land Officer may award as compensation.

5. The Lessee shall adopt such precautions as may be prescribed by law, or as the Land Officer or other Officer appointed by the Governor may direct, in regard to the storage and use of explosives within the area covered by the Lease.

6. No building or structure shall be erected by the Lessee within the area covered by the Lease except such as may be required for the use of the employees of the Lessee or for storing materials or explosives or for the purposes of carrying on mining operations: such buildings or structures shall be subject in all respects to the approval of the Director of Public Works.

7. The Lessee shall at all times maintain order amongst his employees.

8. The Lessee shall securely timber and support any underground working and shall protect as may be necessary for safety any open working. He shall carry out any instructions he may receive as to these matters from the Land Officer or other Officer appointed by the Governor.

9. All parts of every underground working shall be properly and sufficiently ventilated and the Lessee shall carry out any instructions he may receive as to this from the Land Officer or other Officer appointed by the Governor.

10. The Lessee shall observe and perform all regulations now in force or hereafter brought into force with reference to the safety of his workings or of the persons engaged in or near such workings.

AND THE LESSEE HEREBY FURTHER COVENANTS with His said Majesty his heirs successors and assigns that the Lessee shall keep His said Majesty his heirs successors and assigns and the Government of Hongkong at all times during the continuance of this demise indemnified from and against all actions proceedings claims and demands in respect of any loss damage or liability in respect of or arising out of the working of the demised mines AND that at the end or sooner determination of the term hereby granted the Lessee shall and will peaceably and quietly deliver up the demised premises to His said Majesty his heirs successors or assigns AND FURTHER that it shall and may be lawful to and for His said Majesty his heirs successors or assigns by his or their surveyor or other persons deputed to act for him at all times during the said term at reasonable times in the day to enter and come into and upon the said premises hereby expressed to be demised to view, search and see the condition of the same PROVIDED ALWAYS and it is hereby agreed and declared that in case the said yearly rents hereinbefore reserved or the said Royalty of Five per cent. hereinbefore reserved, or either of them or any part thereof, shall be in arrear or unpaid by the Lessee for a space of Twenty-one days next after any or either of the said dates whereon the same ought to be paid (whether lawfully demanded or not) and in case of the breach or non-performance of any or either of the covenants and conditions herein contained and by or on the part of the Lessee to be kept, done and performed or if in the opinion of the Governor of Hongkong (whose decision shall be final) the Lessee has not been carrying on any *bonâ fide* work under this demise for a period of Twelve months, then and in either of the said cases it shall be lawful to and for His said Majesty his heirs successors or assigns by the Governor of Hongkong or other person duly authorised into and upon the said premises hereby expressed to be demised or any part thereof in the name of the whole to re-enter and the same to have again, retain, repossess and enjoy as in his or their first or former estate as if these presents had not been made, and the Lessee and all other occupiers of the said premises thereout and thence utterly to expel, this Indenture or anything contained herein notwithstanding PROVIDED ALSO that after the expiration of three years from the *

day of One Thousand Nine Hundred and

* Commencement of Lease.

His said Majesty, his heirs successors and assigns shall have power to resume, enter into and re-take possession of all or any part of the demised area the surface of which is not occupied by the Lessee for the purposes of mining operations and to sell, lease or otherwise dispose of the same without paying any compensation to the Lessee PROVIDED that no such sale, lease or other dealing shall operate

to dispose of any of the said mines or minerals hereby expressed to be demised PROVIDED ALSO that His said Majesty, his heirs successors or assigns shall have power to resume, enter in and re-take possession of all or any part of the premises hereby expressed to be demised, if required for the improvement of the said Colony of Hongkong or for any other purpose whatsoever Three Calendar months' notice being given to the Lessee or posted on the demised premises of its being so required and a full and fair compensation for the area resumed being paid to the Lessee at a valuation to be fairly and impartially made by a surveyor of His said Majesty his heirs successors or assigns, and upon the exercise of such power the term and estate hereby created shall respectively cease, determine and be void.

IN WITNESS whereof the said

duly authorised by His said Majesty as aforesaid has executed these presents and has hereunto set the Public Seal of the Colony of Hongkong aforesaid in the name of and on behalf of His said Majesty.

APPOINTMENTS, &c.

No. 672.—In pursuance of directions given by His Majesty the KING, SIR HENRY SPENCER BERKELEY, Kt., Attorney General, has been appointed one of His Majesty's Counsel for Hongkong.

9th August, 1906.

No. 673.—His Majesty the KING has been pleased to approve of the appointments of the Honourable Mr. EDBERT ANSGAR HEWETT to be an Unofficial Member of the Executive Council of Hongkong and of the Honourable Mr. WILLIAM JARDINE GRESSON to be an Unofficial Member of the Legislative Council, *vice* Mr. CHARLES WEDDERBURN DICKSON resigned.

10th August, 1906.

SUPREME COURT.

No. 674.—It is hereby notified that His Honour Sir FRANCIS TAYLOR PIGGOTT, Knight, Chief Justice, has, by Commission signed by him, appointed JOSEPH HORSFORD KEMP, Esquire, Bachelor of Arts, the Cape University, Deputy Registrar and Appraiser of the Supreme Court of Hongkong, to be a Commissioner for taking acknowledgments by married women of the Deeds to be executed by them, so long as he shall hold the said Office of Deputy Registrar and Appraiser as aforesaid.

ARATHOON SETH,
Registrar.

7th August, 1906.

NOTICES.

COLONIAL SECRETARY'S DEPARTMENT.

No. 675.—It is hereby notified that the DRIED MILK COMPANY, LIMITED, have by assignment transferred their Trade Mark No. 86 of 1904, registered on the 30th September, 1904, in respect of Dried milk and like products for use as food, in Class 42, to NESTLE AND ANGLO-SWISS CONDENSED MILK COMPANY (a company incorporated according to the Laws of Switzerland) of Cham, Switzerland; and St. George's House, 6 and 8, Eastcheap, London, England.

T. SERCOMBE SMITH,
Colonial Secretary.

7th August, 1906.