

known as the Prepared Opium Farms established under the Opium Ordinances 1884 and 1887 would be disposed of by public tender on the _____ day of _____ for the term of three years from the 1st day of March 1889; AND WHEREAS the conditions of the said privilege and the form of grant thereof were regulated and determined by the Governor in Council in pursuance of the said Ordinances on the _____ day of _____ 188 and notified to the public in the *Hongkong Government Gazette* of the _____ day of _____ 188 ; AND WHEREAS _____ (whose name in Chinese characters is _____) of _____

was declared to be the accepted tenderer for the purchase of the said privilege at the sum of \$ _____ per annum payable in equal monthly instalments in advance.

AND WHEREAS the said _____ in pursuance of the provisions in that behalf contained in the said Ordinances has entered into a Bond with sureties in the sum of \$ _____ as security for the due and regular payment of the said yearly sum of \$ _____ by equal monthly instalments of \$ _____ in advance on the first day of each month and for the due observance and performance of the other conditions and stipulations on which the said privilege is granted; AND WHEREAS the said _____

has also deposited in the _____ as additional security the sum of \$ _____ in the name of the Colonial Treasurer for the due observance and fulfilment of the conditions of the said privilege, KNOW YE THEREFORE that in consideration of the premises and of the payment by the said _____ of the yearly sum of \$ _____ payable in twelve monthly instalments of \$ _____ each on the first day of each month, in advance during the term hereby granted, and in pursuance of the said Ordinances and such conditions as are regulated and determined or may be regulated and determined as provided by the said Ordinances, I the said Governor by and with the advice of the said Executive Council have given and granted and by these presents under the seal of the said Colony for myself and my successors in the Government of the same DO GIVE AND GRANT unto the said _____

executors, administrators and assigns the sole privilege of boiling and preparing Opium (inclusive of dross opium) and of selling and retailing within the said Colony, and the waters thereof, Opium so boiled or prepared for and during the term hereinafter expressed, in conformity with and subject to the said Ordinances in that behalf provided, and to the said conditions and stipulations and to these presents, and so as that the said _____ his executors, administrators and assigns shall and lawfully may have and enjoy the whole profit, benefit, commodity and advantage, from time to time, during the said term coming, growing, accruing and arising by reason of the said privilege To HAVE hold use exercise and enjoy the premises hereby granted, with the power to grant licenses subject to such conditions as shall from time to time be by the Governor in Council regulated and notified as aforesaid, and all other powers incident to the said privilege, and all benefit and advantage of the said Ordinances and conditions, or any of them unto the said _____ for and during and unto the full end and term of three whole years commencing with the First day of March, 1889; PROVIDED ALWAYS and these presents are upon this express condition, that if at any time during the said term hereby granted the said _____ his executors, administrators or assigns shall not upon his or their part or behalf pay the said monthly instalments or any of them, or observe, perform, and keep any of the provisions of these presents, or of the said Ordinances, or the said conditions and stipulations or any of them, or shall of their own proper authority add to or alter the said provisions and conditions respectively, or any of the same respectively, or attempt to make any such addition or alteration in that behalf, or if these presents are now, or at any time during the said term shall become or be contrary to Law, then and in any or either of the said cases, these presents shall forthwith cease, determine and be utterly void, anything hereinbefore contained to the contrary thereof in anywise notwithstanding. IN WITNESS whereof, I, the said Governor have set my hand and the Seal of the said Colony to these presents on the _____ day of _____ 188 .

GOVERNMENT NOTIFICATION.—No. 224.

The following is published for general information.

By Command,

FREDERICK STEWART,
Colonial Secretary.

Colonial Secretary's Office, Hongkong, 26th May, 1888.

POST OFFICE NOTICE.

On and after the first June, 1888, the Postmaster General will (not in consequence of any legal liability, but voluntarily, and as an act of grace) subject to the rules hereinafter mentioned, give com-

compensation to an amount not exceeding 20s. for the loss and damage of Parcels sent by Parcel Post to the United Kingdom or the following British Colonies or Dependencies :—

Ascension,	Grenada,
Barbados,	St. Lucia,
British Guiana,	St. Vincent,
British Honduras,	Trinidad
Cyprus,	

The compensation given in case of damage will be in proportion to that which would have been given had the Parcel been lost—see Rule 7 below.

No legal liability to give compensation in respect of any Parcel will attach to the Postmaster General, either personally or in his official capacity. Accordingly the decision of the Governor as to all questions of compensation will be final.

Subject to these conditions the following Rules will regulate the giving of compensation.

RULES AS TO COMPENSATION.

Posting and Packing of Parcels.

1.—The Parcel must be posted in the manner prescribed for the posting of Parcels by the Regulations for the time being, and the postage must be prepaid.

2.—The contents of the Parcel must be securely packed and enclosed in a reasonably strong case, wrapper or cover securely fastened, fit to preserve the contents from loss or damage in the Post, and in accordance with the regulations in force as to packing.

General Conditions.

3.—No compensation will be given in respect of—

- (a.) A Parcel containing any prohibited article.
- (b.) A Parcel containing money, a watch or jewellery.
- (c.) A Parcel which has been delivered to the addressee and in respect of which no complaint has been made at the time of delivery.

4.—No compensation will be given in respect of damage to—

- (a.) A Parcel containing any liquid or semi-liquid.
- (b.) A Parcel containing eggs or any other article of an exceptionally fragile character, or soft fruit or any other article which, from its nature, cannot with reasonable safety be sent by Post.
- (c.) A Parcel containing any perishable article where the damage arises from natural decay and the Parcel is delivered without undue delay.

But in all such cases compensation will be given in respect of the loss of the Parcel or of any article contained therein.

5.—In every case it must appear that the loss or damage did not arise wholly or in part from the fault of the sender, and that it occurred while the Parcel was in the Post.

6.—The compensation given will in no case exceed the value of the article lost or the damage sustained.

7.—The compensation given in case of damage will be in proportion to that which would have been given had the Parcel been lost. Thus :—

- (a.) Where the value of the Parcel does not exceed 20s. compensation will be given to the full amount of the loss or damage.
- (b.) Where the value of the Parcel exceeds 20s., the compensation given will bear the same proportion to 20s. as the extent of the damage bears to the total value of the Parcel. For example, if a Parcel worth 40s. be damaged to the extent of one-half its value, 10s. and not 20s. will be payable.

In this Rule the expression *damage* includes the loss or abstraction of part of the contents of the Parcel.

8.—The Postmaster General will in every case either of loss or damage, if he thinks fit, re-instate the contents of a Parcel, instead of giving pecuniary compensation.

9.—Where compensation is given for the loss of a Parcel, or of any article contained therein, the Postmaster General will reserve the right to retain and dispose, as he thinks fit, of the Parcel or any such article, in case it should subsequently come into his hands.

10.—In no case will the Postmaster General give compensation for injury or damage consequential upon the loss or damage of a Parcel, or any article contained therein.

11.—Without prejudice to any of the preceding rules the Postmaster General will, if he thinks fit, refuse to give compensation for loss or damage on any ground on which a Common Carrier might in like case claim exemption from legal liability.

Claims for Compensation.

12.—Every application for compensation should be made by letter addressed to the Postmaster General without unnecessary delay.

13.—The certificate of posting should be produced when required.

14.—Where the application relates to the damage of a Parcel, or to the damage or loss of any article contained therein, the Parcel should be retained for inspection as nearly as possible in the state in which it was delivered.

15.—Where a Parcel when delivered bears signs of injury the recipient must call attention to the fact of such injury at the time of delivery, and should if possible open the Parcel in the presence of an officer of the Post Office.

16.—No application for compensation in respect of any Parcel will be entertained unless made within twelve months of the date of the posting of the Parcel.

Definition of Terms.

17.—In these Rules—

(a.) The term *money* means and includes—

(A.) Coin of all kinds whether or not current in the United Kingdom or elsewhere.

(B.) Notes of the Banks of England and Ireland, or of any Bank of issue in the United Kingdom, and notes current in any Foreign state or British possession.

(C.) Money orders, postal orders and postage or revenue stamps.

(D.) Exchequer bills, bank post bills, bills of exchange, promissory notes, cheques, and all orders and authorities for the payment of money whether negotiable or not.

(E.) Bonds, coupons, and securities for money whether negotiable or not.

(b.) The term *jewellery* means and includes—

(A.) Gold or silver in a manufactured or un-manufactured state.

(B.) Watches and jewels.

(C.) Diamonds and precious stones.

(D.) Any article of a like nature, which apart from the workmanship has an intrinsic or marketable value.

GENERAL POST OFFICE,

HONGKONG, MAY 15TH, 1888.