

No. 338.—His Excellency the Officer Administering the Government has given his assent, in the name and on behalf of His Majesty the King, to the following Ordinances passed by the Legislative Council:—

Ordinance No. 33 of 1910.—An Ordinance to amend the Opium Ordinance, 1909.

Ordinance No. 34 of 1910.—An Ordinance to consolidate and amend the laws relating to the administration and regulation of the New Territories.

HONGKONG.

No. 33 OF 1910.

An Ordinance to amend the Opium Ordinance,
1909.

F. H. MAY,

(LS)

Officer Administering the Government.

[28th October, 1910.]

BE it enacted by the Governor of Hongkong, with the advice and consent of the Legislative Council thereof, as follows:—

Short title
and
construction.

1. This Ordinance may be cited as the Opium Amendment (No. 2) Ordinance, 1910, and shall be read and construed as one with the Opium Ordinance, 1909, hereinafter referred to as "the Principal Ordinance".

Repeals
proviso to
section 49
of the
Principal
Ordinance.

2. The proviso to section 49 of the Principal Ordinance is hereby repealed.

Repeals
section 54
of the
Principal
Ordinance
and
substitutes
new section
therefor.

3. Section 54 of the Principal Ordinance is hereby repealed and there shall be substituted therefor the following section:—

"54.—(1.) On the importation of morphine or any compound of opium by a licensee under sections 51 and 53 of this Ordinance the said licensee or in cases where the licensee is a limited company the manager thereof shall before applying for or taking by himself or his servants delivery of the morphine or compound of opium make a declaration before the Superintendent stating the nature and amount of the goods to be imported.

(2.) Any person required to make a declaration under this section who fails to make a declaration or who makes a false declaration shall be guilty of an offence against this Ordinance."

Passed the Legislative Council of Hongkong, this 27th day of October, 1910.

C. CLEMENTI,
Clerk of Councils.

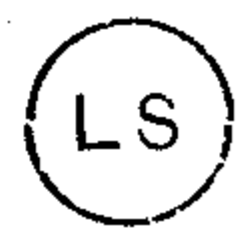
Assented to by His Excellency the Officer Administering the Government, the 28th day of October, 1910.

A. M. THOMSON,
Colonial Secretary.

HONGKONG.

No. 34 OF 1910.

An Ordinance to consolidate and amend the laws relating to the administration and regulation of the New Territories.



F. H. MAY,

Officer Administering the Government.

[28th October, 1910.]

BE it enacted by the Governor of Hongkong, with the advice and consent of the Legislative Council thereof, as follows:—

PART I.

Regulation.

1. This Ordinance may be cited as the New Territories Regulation Ordinance, 1910. Short title.

2. The Ordinances set out in the First Schedule to this Ordinance are hereby repealed. Ordinances repealed.

Provided that all regulations, rules and orders hitherto made under section 3 of the New Territories (Regulation) Ordinance, 1899, sections 4 and 40 of the New Territories Land Ordinance, 1905, and section 16 of the New Territories Small Debts Court Ordinance, 1908, shall be as valid and binding as though those Ordinances had not been repealed. Saving as to existing regulations, etc.

3. In this Ordinance or in any regulation made thereunder unless the context otherwise requires:— Interpretation of terms.

“The New Territories” mean the additional territories acquired by this Colony under the Convention dated the 9th day of June, 1898, between Her Majesty Queen Victoria and His Majesty the Emperor of China for the enlargement of the limits of this Colony, including the the City of Kowloon.

“New Kowloon” means that portion of the New Territories which is delineated and shewn upon a plan marked “New Kowloon” signed by the Director of Public Works and countersigned by the Governor and deposited in the Land Office of this Colony.

“District Officer” includes Assistant District Officer.

“Northern District” means the whole of the New Territories situate on the mainland except such portion thereof as is included in the Southern District as hereinafter defined and includes all Islands which are East of Longitude 114°10 and North of Latitude 22°15 excepting the Islands of Tunglung, Futau Chau and Slope Island.

“Southern District” means that portion of the New Territories situate on the mainland as is delineated and shewn on a plan marked “Southern District Mainland” dated the 21st day of February, 1909, signed by the Director of Public Works, and countersigned by the Governor, and deposited in the Land Office of the Colony, and the remainder of the Islands in the New Territories not included in the Northern District.

“Land” includes land covered by water or within the flow of the sea and houses and other buildings and any undivided share in land and every estate and interest in land and also includes any rent or profit issuing out of land and any easement affecting land.

In relation to land "income" includes rents and profits, and "possession" includes receipt of income.

"Conveyance" includes assignment, appointment, lease, settlement and other assurance, made by deed on a sale, mortgage, demise or settlement of land or on any other dealing with land; and "convey" has a meaning corresponding with that of conveyance.

"Mortgage" includes any charge on any land for securing money, or money's worth; and "mortgage money" means money, or money's worth, secured by mortgage; and "mortgagor" includes any person from time to time deriving title under the original mortgagor, or entitled to redeem a mortgage, according to his estate, interest or right, in the mortgaged property; and "mortgagee" includes any person from time to time deriving title under the original mortgagee; and "mortgagee in possession" is, for the purpose of this Ordinance, a mortgagee who, in right of the mortgage, has entered into and is in possession of the mortgaged property.

"Instrument" includes deed, will, codicil, power of attorney, Act of Parliament or Ordinance.

Certain Ordinances not to apply to the New Territories excluding New Kowloon.

4. The Ordinances mentioned in the Second Schedule to this Ordinance shall, to the extent set forth in the third column of the said Schedule respectively, not apply to the New Territories, excepting New Kowloon, unless and until the Governor by Order-in-Council notified in the *Gazette* otherwise directs.

Any rules, regulations, byelaws, Orders-in-Council, notifications or proclamations made under any Ordinances or parts of Ordinances which do not for the time being apply to the New Territories excepting New Kowloon shall not apply to the New Territories excepting New Kowloon unless and until the Governor by Order-in-Council notified in the *Gazette* otherwise directs.

Meaning of certain expressions relating to the Colony in existing grants and contracts.

5. Where in any existing grant of any right or privilege or farm or in any existing contract the expression "the Colony" or the word "Hongkong" or any similar expression referring to geographical limit or extent in relation to this Colony occurs, the same shall apply only to the territory which was within the limits of the Colony at the time when such grant or contract was made.

Making of rules relating to revenue matters in the New Territories.

6. It shall be lawful for the Governor-in-Council to do any or all of the following matters to take effect within the New Territories, namely:—

- (1.) To make rules for the farming out or licensing for revenue purposes in the New Territories the right to sell, manufacture or otherwise deal in spirits, opium, salt, kerosine oil or any dangerous goods as defined by the Dangerous Goods Ordinance, 1873, or any other commodity which by Resolution of the Legislative Council may be included in this sub-section, and for levying, collection, recovery by legal proceedings and safe custody of the revenue accruing from such farming or licensing and for the keeping of accounts thereof.
- (2.) To make rules for the levying, collection, recovery by legal proceedings and safe custody of such rents, rates, taxes and contributions from the New Territories as the Governor-in-Council may in his absolute discretion think fit and for the keeping of accounts thereof.

Publication of rules.

7. All rules made under section 6 of this Ordinance shall be published in the *Gazette* in English and Chinese and notified in the New Territories in such manner as the Governor may direct and shall thereupon become as valid and binding as if inserted in this Ordinance.

Punishment for breach of rule.

8. Any person who commits a breach of any rule made under section 6 of this Ordinance shall on summary conviction before a Magistrate be liable for such breach to a penalty not exceeding one hundred dollars or to imprisonment with or without hard labour for any term not exceeding six months.

9. The Governor may at any time direct the District Officer to inquire into and report as to any matter which is connected with the New Territories if such matter exclusively concerns persons of Chinese race whether British subjects or otherwise.

Power to summon Chinese for examination on inquiry relating to the New Territories.

It shall be lawful for the District Officer to summon in writing under his hand and seal any person of Chinese race whether a British subject or otherwise who appears to him to be able to give information regarding any matter into which the District Officer is directed by the Governor to inquire, reciting in the summons the subject of the inquiry.

10.—(1.) Every person so summoned shall be legally bound to attend before the District Officer at the time and place specified in such summons and to answer truthfully all questions which the District Officer may put to him relating to the matter under inquiry and to produce if required by him to the District Officer or to some person deputed by him for the purpose any books, documents or other written matter pertinent to the inquiry and to permit the inspection of any property either by the District Officer or by some person deputed by him for that purpose.

Obligation on person summoned to attend and answer.

(2.) The District Officer shall for the purposes of this Ordinance have powers similar to those vested in the Supreme Court in regard to examining witnesses upon oath, affirmation or otherwise.

(3.) Every person who wilfully gives false evidence upon oath or affirmation before the District Officer shall on summary conviction before a Magistrate be liable to a penalty not exceeding two hundred dollars or to imprisonment with or without hard labour for any term not exceeding six months.

(4.) The provisions of the Magistrates Ordinance, 1890, relating to summary procedure shall apply to any proceedings under this section.

11.—(1.) If any person so summoned omits to attend at the time and place so specified it shall be lawful for the District Officer to issue his warrant for the arrest of such person and such warrant shall be executed by a police officer or constable in the same manner as if it had been issued by a Magistrate and every person so arrested shall on summary conviction before a Magistrate be liable to a penalty not exceeding ten dollars.

Warrant for disobedience to summons and penalty therefor, etc.

(2.) The provisions of the Magistrates Ordinance, 1890, relating to summary conviction shall apply to any proceedings under this section.

(3.) If any person against whom a warrant has been so issued as aforesaid absconds or conceals himself so that such warrant cannot be executed, it shall be lawful for a Magistrate on the application of the District Officer to order that the rents and profits of such person's property shall be attached by an officer named in such order until such time as such person shall appear before the District Officer in obedience to such warrant. All or any part of the rents and profits so attached may if a Magistrate in his discretion so orders be forfeited to the Crown.

12.—(1.) When in the opinion of the Governor there is an undue prevalence of crime in any district or any tumult or disorder has taken place it shall be lawful for the Governor to station police or extra police in such district and to order the levy of a special rate either upon such district or upon any particular village or villages situate therein to an amount sufficient to defray the whole or any portion of the cost of such police.

Levying of contributions on inhabitants where extra crime requires provision of extra police.

(2.) When the levying of any such special rate is ordered by the Governor he may by such order specify the procedure by which payment of such rate may be enforced summarily by a Magistrate and all Magistrates shall have jurisdiction so to enforce the same accordingly.

PART II.

Land.

Application of Part II of this Ordinance, and exemption from operation of same.

13.—(1.) Part II of this Ordinance only applies to the New Territories.

(2.) Upon the application of the registered owner of any land in the New Territories which has been purchased from the Crown since the 17th day of April, 1899, and in respect of which a separate Crown Lease has been or is intended to be issued, the Governor may exempt the said land from the provisions of this Ordinance by a Memorandum under his hand.

(3.) Upon the application of the registered owner of any land in the New Territories not covered by the provisions of the last preceding sub-section, and upon proof to the satisfaction of the Land Officer of the title of such owner, and surrender of such land to the Crown, the Governor may direct a new Crown Lease for such land to be issued after due survey thereof has been made and the prescribed fees paid, and the Governor may thereupon exempt the said land from the provisions of this Ordinance by a Memorandum in writing under his hand: Provided Always that in any case in which such application refers to land of such small value that, in the opinion of the Governor, it is undesirable to grant exemption the Governor may refuse to grant the same.

Vesting of land in New Territories in the Crown and consequence thereof.

14. All land in the New Territories is hereby declared to be the property of the Crown, during the term specified in the Convention of the 9th day of June, 1898, hereinbefore referred to, and all persons in occupation of any such land after the commencement of this Ordinance shall be deemed to be trespassers as against the Crown, unless such occupation is authorised by grant from the Crown or by other title allowed under this Ordinance or by licence from the Governor or from some Government officer having authority to grant such licence.

Land Registry Office.

15.—(1.) The Land Registry Office shall be the Department authorized to carry into execution the provisions of Part II of this Ordinance.

Assistant Land Officer.

(2.) Where by any law, rule or regulation anything is required or appointed to be done by the Land Officer, the same may be lawfully done by any Assistant Land Officer appointed by the Governor, and such Assistant Land Officer shall have the same powers as are conferred upon the Land Officer by this Ordinance.

District Land Offices.

16. The Governor may from time to time by Order-in-Council establish one or more District Land Offices for the purposes of carrying out the provisions of this Ordinance, and may also from time to time by Order-in-Council define the Districts into which the New Territories shall be divided for the purposes of this Ordinance, and the place where the Office for each district (hereinafter called "the appropriate office") shall be situate: Provided that it shall be lawful for the Governor at any time by Order-in-Council to alter or vary such districts or the place of any such office as he may from time to time think expedient. Where in any Ordinance the term "Land Office" shall be used the same shall be deemed to include any District Land Office established under this Ordinance.

Documents to be registered in appropriate District Office.

17. The registration of any deed, will or other instrument, or any judgment, order, or *Lis Pendens*, in respect of or affecting land shall be made at the appropriate office for the District in which such land is situate, and it shall not be lawful to register any such deed, will or other instrument, judgment, order, or *Lis Pendens* elsewhere than at the appropriate office. If an instrument, order, judgment, or *Lis Pendens* affects land in more than one District it shall be registered at the appropriate office of each such District.

Payment of rent in money instead of in produce.

18. In any case where land in the New Territories is held under an agreement to pay rent in produce it shall be lawful for the tenant of such land to pay rent in money instead of such rent in produce, according to a rate which shall be fixed each year by the Governor-in-Council to be published in the *Gazette* as the fair commutation of such produce.

19. In any case where land in the New Territories is held under an agreement to pay rent in perpetuity it shall be lawful for the person who is liable to pay such rent either to pay an annual rent in money instead of in produce at a rate to be fixed in the manner provided by the last preceding section or with the consent of the Land Officer to redeem his liability to pay such rent by paying to such person as the Land Officer may direct such capital sum of money as the Land Officer may under all the circumstances of the case consider to be fair and reasonable.

Redemption of perpetual rent in produce or substitution of annual rent in money.

20. The Land Officer shall have power to decide in a summary way all questions and disputes in connection with, or in anywise arising out of, or regarding, any land, and he may, within three calendar months from the giving of his decision, re-open and re-hear the case upon such grounds as he shall in his discretion deem sufficient, and reverse or confirm the previous decision or judgment. The Land Officer shall have power to recognise and enforce any Chinese custom or customary right in relation to land, and the decision or judgment of the Land Officer shall be binding on all parties concerned unless and until the same is varied or set aside as hereinafter provided: Provided that the Land Officer shall not have power to decide any question or dispute to which the Crown is a party unless the Crown consents in writing to his so doing; And further the Land Officer shall not have power to decide any question or dispute in respect of any land having a capital value exceeding \$5,000 or an annual value exceeding \$500 unless with the written consent of the parties to such question or dispute.

Land Officer to decide questions relating to land in a summary way.

21.—(1.) For the purpose of this Ordinance the Land Officer shall have powers similar to those vested in the Supreme Court in respect of the following matters:—

Powers of Land Officer.

- (a.) Examining witnesses upon oath, affirmation or otherwise:
- (b.) Compelling the attendance of witnesses, and the production of documents:
- (c.) Entering and viewing land and ordering inspection of any property:
- (d.) Making and enforcing any order which may be necessary for the proper hearing and determination of any matter before the said Land Officer: and
- (e.) Enforcing any judgment made under the provisions of this Ordinance.

(2.) Every person who wilfully gives false evidence upon oath or affirmation before the Land Officer shall on summary conviction before the said Land Officer be liable to a penalty not exceeding two hundred dollars.

22. No legal practitioner shall be allowed to appear on behalf of any party in any matter before the Land Officer except by his special permission.

Exclusion of legal practitioners.

23. Every judgment or order of the Land Officer and every entry thereof in the Land Register shall be conclusive for all purposes: Provided that if any person shall consider himself aggrieved by any such judgment order or entry, and if the Land Officer shall certify that the capital value of the subject in dispute exceeds two thousand dollars, or if a Judge of the Supreme Court shall on good cause shown grant special leave to appeal, such person may within three months from the date of such judgment order or entry, move a Judge of the Supreme Court to vary or set aside the same; and it shall thereupon be lawful for such Judge to vary or set aside the judgment, order or entry on such terms as he may think fit.

Appeal from Land Officer to Supreme Court.

24. Except by way of appeal from the Land Officer, no proceeding relating to land in the New Territories shall be commenced in the Supreme Court of Hongkong, unless the Crown is a party, or unless the Land Officer shall certify that the capital value of the land affected or in dispute exceeds \$5,000 or the annual value thereof exceeds \$500.

Exclusion of land disputes from jurisdiction of Supreme Court.

Supreme Court may enforce Chinese customs.

25. In any proceedings in the Supreme Court in relation to land in the New Territories the Court shall have power to recognise and enforce any Chinese custom or customary right affecting such land.

Registration of judgment.

26. The Land Officer shall on judgment being given in respect of any land forthwith enter a memorandum of such judgment in the Land Register. No fee shall be payable for such entry.

Registration of Managers of "tongs" &c.

27. Whenever any land is held from the Crown under Lease or other grant, agreement or licence in the name of a clan, family or t'ong, such clan, family or t'ong shall appoint a Manager or Managers to represent it, and may from time to time appoint a new Manager. Every such appointment and change shall be reported at the appropriate office, and the Land Officer on receiving such proof as he may require of such appointment, shall, if he approves thereof, register the name of the said Manager or Managers; the said Manager or Managers thereupon shall after giving such notices as may be prescribed have full power to dispose of or in any way deal with the said land as if he or they were sole owner thereof, subject to the consent of the Land Officer, and shall be personally liable for the payment of all rents and charges and for the observance of all covenants and conditions in respect of the said land. Every instrument relating to land held by a clan, family or t'ong which is executed or signed by the registered Manager or Managers thereof in the presence of the Land Officer and is attested by him, shall be as effectual for all purposes as if it had been executed or signed by all the members of the said clan, family or t'ong. The Land Officer may on good cause shewn cancel the appointment of any Manager and select and register a new Manager in his place. If the members of any clan, family or t'ong holding land shall not within three months after the coming into operation of this Ordinance, or after the acquisition of the land if acquired after the coming into operation of this Ordinance, make and prove the appointment of such Manager or Managers as aforesaid, or within three months after any change of Manager prove the same as aforesaid, it shall be lawful for the Crown to re-enter upon the land held by such clan, family or t'ong which shall thereupon become forfeited to the Crown. Such re-entry shall be effected by the registration of a memorandum thereof in the appropriate office.

Exemption of certain clans from the Companies' Ordinances.

28. Any clan, family or t'ong owning land in the New Territories at the date of the coming into operation of this Ordinance in respect of which a Manager shall have been duly registered under this Ordinance, shall not, so long as such land is certified by the Land Officer as being used for agricultural, religious, educational, or charitable purposes, or such other uses of a similar nature as are recognised by established local custom, or for dwelling houses occupied by *bonâ fide* members of the clan, family or t'ong be required to be registered under the Companies' Ordinances, although such clan, family or t'ong may consist of more than 20 members.

Registration of successor to deceased landholder where no Probate granted.

29. In the event of the death of any person in whose name any land is registered otherwise than as a Manager, if no grant of Probate or Administration of the estate of the deceased is made by the Supreme Court within three months after such death (or, if the death occurred before the commencement of this Ordinance, within three months after such commencement) the Land Officer, on ascertaining the name of the person who is entitled to such land in succession to the deceased person (hereinafter described as "the successor"), shall register the name of the successor, and upon such registration being effected the said land shall vest in the successor for all the estate and interest of the deceased person therein, or for such estate and interest as shall be entered on the Register by the Land Officer against the entry of the name of the successor. On the registration of a successor the fees to be fixed by regulations hereafter shall be paid to the Land Officer by the successor, but no Probate Fees or Probate Duties shall be payable. The registered successor shall be liable to the debts of the deceased in the same manner and to the same extent as if a grant of Probate or Administration had been

made to him. This section shall apply in the case of a death whether occurring before or after the commencement of this Ordinance. Provided always that if a grant of Probate or Administration of the estate of the deceased shall be made by the Supreme Court within the period above specified the grantee therein named shall be registered as the successor and the fees in this section prescribed shall not be payable.

30. Whenever any land is vested in a minor it shall be lawful for the Land Officer to appoint some fit person or persons to be a Trustee or Trustees thereof for such minor during his minority, and to remove any such Trustee and to appoint any new Trustee. Every such appointment shall be registered by the Land Officer in the appropriate office, and upon registration the land the subject of the Trust shall vest in the registered Trustee for all the estate and interest of the minor therein, and upon registration of the removal of any Trustee the land shall divest from the Trustee so removed, and vest in the continuing Trustees or any newly registered Trustee as the case may be. The Land Officer before registering a Trustee may require him to give security in such manner and to such amount as the Land Officer may think fit for the due execution of the Trust. With the consent of the Land Officer a Trustee may buy, sell, mortgage, lease or otherwise deal with or dispose of any property to the like extent as if he were the beneficial owner thereof.

Power to appoint Trustees for minors.

31. For the purposes of this Ordinance it shall not be necessary for a memorial of any deed, will or other instrument to be verified upon oath, but every memorial shall in lieu thereof be certified by the Land Officer as correct.

Certification of Memorials.

32. It shall not be necessary for the Land Officer to keep an index of names of the several parties to deeds and other instruments, or of the devisors or devisees in the case of wills, or of the plaintiffs or defendants in the case of judgments.

Land Officer not required to keep index.

33. For the purposes of this Ordinance the Land Officer and every Assistant Land Officer shall be deemed to be a duly appointed Commissioner for taking acknowledgments of married women under the Married Women (Disposition of Property) Ordinance, 1885.

Land Officer to be Commissioner to take acknowledgments.

34.—(1.) A Conveyance shall be deemed to include and shall by virtue of this Ordinance operate to convey, with the land, all buildings, erections, fixtures, commons, hedges, ditches, fences, ways, waters, water-courses, liberties, privileges, easements, rights and advantages whatsoever, appertaining or reputed to appertain to the land, or any part thereof, or at the time of Conveyance demised, occupied or enjoyed with, or reputed or known as part or parcel of or appurtenant to, the land or any part thereof.

General words.

(2.) A Conveyance of land, having houses or other buildings thereon, shall be deemed to include, and shall by virtue of this Ordinance operate to convey, with the land, houses or other buildings, all outhouses, erections, fixtures, cellars, areas, courts, court-yards, cisterns, sewers, gutters, drains, ways, passages, lights, water-courses, liberties, privileges, easements, rights and advantages whatsoever, appertaining, or reputed to appertain to the land, houses or other buildings conveyed or any of them or any part thereof, or at the time of Conveyance demised, occupied or enjoyed with, or reputed or known as part or parcel of or appurtenant to, the land, houses or other buildings conveyed, or any of them or any part thereof.

(3.) This section applies only if and as far as a contrary intention is not expressed in the Conveyance, and shall have effect subject to the terms of the Conveyance and the provisions therein contained.

(4.) This section shall not be construed as giving to any person a better title to any property, right, or thing in this section mentioned than the title which this section gives to him to the land expressed to be conveyed, or as conveying to him any property, right or thing in this section mentioned further, or otherwise than as the same could have been conveyed to him by the conveying parties.

Conveyance to be in prescribed forms.

35. Every Conveyance executed after the coming into operation of this Ordinance shall be made according to one of the Forms set out in the Third Schedule to this Ordinance with such variations (if any) as circumstances may require. The Land Officer may from time to time prescribe such other forms as he may deem necessary for facilitating dealings with land; such forms shall be published in the *Gazette*, and shall thereafter be deemed to be included in the said Schedule.

Sales.

36. A Conveyance on a sale shall be made in Form A in the said Schedule, and the following covenants shall be deemed to be included in every such Conveyance:—

Implied covenants:
(a) Validity of lease, right to convey, further assurance.

(a.) A covenant by the Vendor with the Purchaser that notwithstanding anything by the Vendor done or knowingly omitted or suffered the Crown Lease, licence or grant under which the property conveyed is held is at the date of the Conveyance valid and subsisting; And that the Vendor has at the date of the Conveyance good right to convey the property comprised in the Conveyance as is in the Conveyance expressed free from incumbrances except as therein mentioned; And that the Vendor and all persons claiming under or in trust for him will, during the residue of the term of years created by the Crown Lease, licence or grant under which the property conveyed is held, at the request and cost of the Purchaser do all acts and execute and sign all deeds and writings reasonably required for perfecting the Conveyance.

(b) Purchaser to pay rents, &c.

(b.) A covenant by the Purchaser with the Vendor that the Purchaser will during the residue of the term of years created by the Crown Lease, licence or grant under which the property conveyed is held pay all rents payable in respect of the property conveyed, and will perform and observe all covenants and conditions so far as they relate to the property conveyed, contained in the said Crown Lease, licence or grant, and will indemnify the Vendor against the non-payment of the said rents and the non-performance and non-observance of the said covenants and conditions so far as aforesaid.

Mortgages.

37. A Conveyance by way of Mortgage (when it is the intention of the parties that the Mortgagee shall not enter into possession until default is made in payment of the mortgage money) shall be made in Form B in the Third Schedule to this Ordinance, and the following covenants and proviso shall be deemed to be included in every such mortgage:—

Implied covenants:
(a) To pay principal and interest.

(a.) A covenant by the Mortgagor with the Mortgagee that the Mortgagor will on the stated day pay to the Mortgagee the stated mortgage money, and will, so long as the mortgage money or any part thereof remains due, pay to the Mortgagee interest thereon by equal monthly payments at the stated rate on the stated day of each month.

(b) Validity of lease and right to convey.

(b.) A covenant by the Mortgagor with the Mortgagee that the Crown Lease, licence or grant under which the property conveyed is held is at the date of the Conveyance good, valid and subsisting, and that the rent thereby reserved and the Lessee's covenants therein contained have been paid and performed up to the date of the Conveyance; And the Mortgagor has at the said date power to assign the property conveyed in manner therein expressed free from incumbrances except as therein mentioned.

(c) Quiet enjoyment after default.

(c.) A covenant by the Mortgagor with the Mortgagee that the property conveyed may after default in payment of the monies intended to be secured by the mortgage be quietly entered

into, held and enjoyed by the Mortgagee without any interruption by any person.

- (d.) A covenant by the Mortgagor with the Mortgagee that the Mortgagor and every person claiming any estate or interest in the property conveyed will at all times at the cost of the Mortgagor execute and do all such assurances and things for further or better assuring all or any of the property conveyed unto the Mortgagee as by him shall be reasonably required. (d) Further assurance.
- (e.) A covenant by the Mortgagor with the Mortgagee that the Mortgagor (until the Mortgagee enters into possession of the property conveyed) will pay all rents payable in respect of the property conveyed, and will perform and observe all covenants and conditions, so far as they relate to the property conveyed, contained in the Crown Lease, licence or grant under which the property conveyed is held, and will indemnify the Mortgagee against the non-payment of the said rent and the non-performance and non-observance of the said covenants and conditions so far as aforesaid. (e) Mortgagor to pay rents, &c.
- (f.) A proviso that if the Mortgagor on the stated day pays to the Mortgagee the stated mortgage money with interest in the meantime at the stated rate the Mortgagee will at any time thereafter at the request and cost of the Mortgagor release the property to the Mortgagor as in this Ordinance is provided. (f) Proviso for redemption.

38. In a Conveyance by way of mortgage in Form C in the Third Schedule to this Ordinance there shall be deemed to be included the following further covenants and provisos in addition to the covenants contained in subsections (b) and (d) of section 37 of this Ordinance:— Chinese customary mortgage.

- (a.) A covenant by the Mortgagor with the Mortgagee that it shall be lawful for the Mortgagee, as from the date of the mortgage, if not receiving any interest on the mortgage money, to enter into possession of the property conveyed and thenceforth to quietly hold, occupy, enjoy and take the same and all benefits and advantages accruing in respect thereof without in any way accounting to any person whatsoever in respect thereof, and without any interruption by any person until the time when such mortgage shall be redeemed. Implied covenants:
(a) Quiet enjoyment.
- (b.) A covenant by the Mortgagee with the Mortgagor that the Mortgagee will on demand refund to the Mortgagor all sums paid by the latter on account of any Crown Rent or taxes payable in respect of the property conveyed during the possession of the Mortgagee, and that the Mortgagee will during such possession indemnify the Mortgagor against the non-performance and non-observance of the covenants and conditions, so far as they relate to the property conveyed, contained in the Crown Lease, licence or grant under which such property is held. (b) Refund of Crown Rent and indemnity.
- (c.) A proviso that on the Mortgagor paying to the Mortgagee the principal money (without interest) and all costs lawfully due to the Mortgagee in respect of the mortgage the Mortgagee will at the request and cost of the Mortgagor release the mortgaged property to the Mortgagor as in this Ordinance is provided. (c) Redemption at end of term.
- (d.) A proviso that the Mortgagor shall not be entitled to redeem the mortgage except on giving three months' previous notice in writing to the Mortgagee of his intention so to do. (d) Notice of intention to redeem.

39. A transfer of mortgage made in Form D in the Third Schedule to this Ordinance shall have effect as follows, namely:— Effect of transfer of mortgage.

- (a.) There shall be vested in the person to whom the mortgage is expressed to be transferred

(hereinafter called "the transferee") the right to demand, sue for, recover and give receipts for the mortgage money or the unpaid part thereof, and interest (if any) due thereon and thenceforth to become due thereon, and the benefit of all securities for the same, and the benefit of and the right to sue on all covenants with the Mortgagee and the right to exercise all powers of the Mortgagee.

(b.) All the estate and interest of the Mortgagee in the mortgaged property shall vest in the transferee subject to redemption.

Leases.
Implied covenants:

40. In any Lease made in the Form E in the Third Schedule to this Ordinance the following covenants by the Lessor and Lessee shall be implied, namely:—

(a) To pay rent and yield up at end of term.

(a.) A covenant by the Lessee at all times during the continuance of the Lease to pay the rent at the time, or times, and in the manner in which such rent is stated to be paid in the Lease, and all rates, taxes and assessments payable in respect thereof, except as otherwise expressly stated, and to keep and deliver up the said premises to the Lessor or persons deriving title under him at the expiration or sooner determination of the term or tenancy in good order and condition according to the custom of the country.

(b) Quiet enjoyment.

(b.) A covenant by the Lessor to permit the Lessee, and those deriving title from or under him, to enter into and upon, or receive, and thenceforth quietly hold and enjoy, or take the subject matter expressed to be leased during the continuance of the term or tenancy, so long as the Lessee shall perform all the covenants, agreements and conditions contained in such lease and on his part to be observed and performed.

(c) Lessor's right to inspect.

(c.) A reservation for the Lessor at all times in the daytime, by himself or his agents, of the right to enter into and upon the said premises for the purpose of inspecting the same.

(d) Proviso for re-entry.

(d.) A proviso that the Lessor, or person deriving title under him, may, in the event of the rent or any part thereof being in arrear for the space of 21 days after any of the days when it ought to be paid, or on the breach by the Lessee of any covenants, conditions, or agreements by him (either expressed or implied), re-enter upon the said premises the subject matter of the lease, or any part thereof in the name of the whole, and thereupon the said lease shall absolutely determine and become void.

Implied covenant on Conveyance by Mortgagee, Trustee, &c.

41. In any Conveyance under this Ordinance where any person is expressed to convey as Mortgagee or Trustee or as personal representative of a deceased person, or under an order made under this Ordinance or by any Court of Law, then the following covenant only, which covenant shall be deemed to extend to such person's own acts only, shall be implied (namely):—

That the person so conveying has not executed or done or knowingly suffered or been party or privy to any act, deed or thing, whereby or by means whereof the subject matter of the Conveyance or any part thereof is, or may be impeached, charged, affected or incumbered in title, estate or otherwise, or by means whereof the person who so conveys is in any wise hindered or prevented from conveying the subject matter of the Conveyance, or any part thereof, in the manner in which it is expressed to be conveyed.

Powers of Mortgagee.

42. A Mortgagee and any person for the time being entitled to give a receipt for the mortgage money, where the mortgage is made in accordance with Form B in the Third Schedule to this Ordinance, shall have the following powers to the like extent as if they had been conferred by the mortgage deed but not further (namely):—

- (1.) A power where the mortgage money has become due to sell and convey the mortgaged property, subject to prior charges, estates and interests (if any) to which the mortgaged property is subject, but free from all other estates, interests and rights to which the mortgage had priority, in such manner and subject to such conditions, not being at variance with the meaning of this Ordinance, as he thinks fit, with power to vary any contract for sale, buy in at any auction, and rescind any contract for sale, and to re-sell without being answerable for any loss occasioned thereby: Provided that a Mortgagee shall not exercise the power of sale unless and until notice requiring payment of the mortgage money has been served on the Mortgagor, or on one of the several Mortgagors, or left on the mortgaged premises, and default has been made in payment of the mortgage money or part thereof for one month after such service, or some interest under the mortgage is in arrear and unpaid for one month after becoming due, or there has been a breach of some provision contained in the mortgage deed or under this Ordinance, other than a covenant for payment of the mortgage money and interest.
- (2.) A power to insure the mortgaged property, or any part thereof, for any sum not exceeding the amount of the mortgage money, and any moneys paid for such insurance shall be a charge on the mortgaged property in addition to the mortgage money, and with the same priority, and with interest at the same rate as the mortgage money. The Mortgagee shall account to the Mortgagor for all moneys received by him on an insurance effected on the mortgaged property.

43. When a sale is made under a power of sale conferred by this Ordinance the title of the purchaser shall not be impeached by reason that no case had arisen to authorise the sale, or that due notice was not given, or that the power was otherwise improperly or irregularly exercised; but any person damaged by an unauthorised, improper or irregular exercise of the power of sale shall have his remedy in damages against the person exercising the power.

Protection of purchasers from Mortgagees.

44. Any money received by a Mortgagee from the sale, after payment and discharge of prior incumbrances (if any) to which the sale is not subject, shall be applied first in payment of all proper costs and expenses incurred by him on such sale, secondly, in payment of the mortgage money, interest and costs due under the mortgage, and the residue (if any) shall be paid to the person entitled to the mortgaged property, or authorised to give receipts for the proceeds of sale thereof.

Application of proceeds of sale.

45. The receipt in writing of a Mortgagee shall be a sufficient discharge for any money arising under the power of sale conferred by this Ordinance, and no person paying or transferring the same to the Mortgagee shall be concerned to enquire whether any money remains due under the mortgage.

Mortgagee's receipt a sufficient discharge.

46. Where all moneys due under or in respect of any mortgage have been paid off or the said mortgage has been otherwise fully satisfied a receipt by the Mortgagee in the Form F in the Third Schedule to this Ordinance, endorsed on the mortgage, and signed in the presence of and attested by the Land Officer, shall vest in the Mortgagor or other persons deriving title by, through or under him, the property comprised in such mortgage, freed and absolutely discharged from the said mortgage and all claims and demand in respect thereof.

Satisfaction of mortgage.

47. A receipt for any consideration money or other consideration embodied in a deed shall be a sufficient discharge to any person paying the same without any further receipt, and shall in favour of any subsequent purchaser not having notice that the same was not in fact paid or given be sufficient evidence of the payment thereof.

Receipt in body of deed to be sufficient.

- Mortgage to two or more jointly.** **48.** Where any mortgage made under this Ordinance is expressed to be made to more persons than one jointly and not in shares, the mortgage money shall be deemed to be owing to such persons on a joint account, and the receipt of the survivor, or his or her successors or personal representatives, shall be a complete discharge for that amount.
- Construction of implied covenants.** **49.** In the construction of a covenant, or a proviso, or other provision implied in a deed by virtue of this Ordinance words importing the singular or plural number or the masculine gender shall be read as also importing the plural or singular number, or the feminine gender, as the case may require.
- Covenant to be annexed to estate.** **50.** The benefit of a covenant implied by this Ordinance shall be annexed and incident to, and shall go with, the estate or interest of the implied-covenantee, and shall be capable of being enforced by any person in whom that estate or interest is, for the whole or any part thereof, from time to time vested.
- Covenants to extend to successors, &c.** **51.** Every covenant, whether expressed or implied, shall be deemed to be made with the covenantee, his successors, executors, administrators and assigns, and shall have effect as if successors, executors, administrators and assigns were expressed.
- Implied covenant may be varied.** **52.** Any covenant or provision implied by this Ordinance may be varied or extended by deed, and as so varied and extended shall as far as may be operate in the like manner and with all the like incidents, effects and consequences as if such variations and extensions were directed in this Ordinance to be implied.
- Provision for all the estate, &c.** **53.** Every Conveyance, except a Conveyance by way of lease, shall by virtue of this Ordinance be effectual to pass all the estate, right, title, interest, claim and demand which the conveying parties respectively have in, or to, or on the property so conveyed or expressed or intended to be so conveyed, or which they respectively have power to convey in, or to, or on the same.
- Power for Governor-in-Council to make regulations.** **54.** It shall be lawful for the Governor-in-Council from time to time as he may think fit to make regulations for the purposes of Part II of this Ordinance, and particularly of fixing the fees to be paid thereunder and of providing for the recovery of Crown Rent by distraint or other proceedings. The said regulations shall be published in the *Gazette* in both the English and Chinese languages, and shall thereupon be as valid as if inserted in this Ordinance.
- Recovery of fees.** **55.** Any fees payable in virtue of any regulation made under this Ordinance shall be recoverable in a summary way before a Magistrate.
- Certified copies receivable in evidence.** **56.** A copy of or extract from any document in the custody of the Land Officer shall, if certified by the Land Officer to be correct, be admissible in evidence in all Courts to the same extent as the original document would be admissible.
- Ordinance not to affect Crown, &c.** **57.** Nothing in this Ordinance shall be deemed to affect the interests of the Crown, or to confer a larger right in relation to any land than is granted in the Crown Lease, grant or licence whereunder the said land is held; and no liability shall attach to the Land Officer, or to any Assistant Land Officer, or to the Government of the Colony, or to the Crown, in respect of any act done, or entry made by such Land Officer or Assistant Land Officer in the course of his duty.

PART III.

Small Debts Court.

- Jurisdiction** **58.** It shall be lawful for a Magistrate (to be authorised for the purpose by the Governor by notification published in the *Gazette*) to hold a Small Debts Court in such place in the New Territories (exclusive of New

Kowloon) as the Governor may direct, and in such Court to exercise a summary jurisdiction at law and in equity in all actions or matters where the claim, debt or damages sought to be recovered does not exceed the sum of Two hundred dollars and the defendant or defendants is or are residing or carrying on business in any part of the New Territories exclusive of New Kowloon, as defined by section 3 of this Ordinance, or was or were residing or carrying on business at the time when the cause of action arose.

Provided that if both parties in any such action or matter shall agree, by a memorandum signed by them or duly authenticated by their marks, the Magistrate may on satisfying himself that the effect of the memorandum is fully understood by the parties, exercise a like jurisdiction where the claim debt or damages sought to be recovered does not exceed the sum of one thousand dollars. Provided always that the judgment of such Magistrate shall not be evidence of title between the parties or their privies in any other action or matter in that Court or in any other Court; and such consent shall not prejudice or affect any right of appeal of either of the parties.

59. All actions for sums not exceeding Two hundred dollars shall be commenced within three years next after the cause of action accrues, unless there has been some contract, acknowledgment, undertaking, or promise to pay in respect thereof by the party to be charged within three years before the commencement of such action.

Limitation of actions.

60. No person shall be precluded or exempted from suing or being sued for any debt or damages not exceeding Two hundred dollars by reason of his not having attained the full age of twenty-one years.

Infancy no bar.

61. No cause of action which exists at any one time amounting in the whole to a sum exceeding Two hundred dollars shall be split or divided so as to be made the ground of two or more different actions in order to bring such cases within the jurisdiction of the Magistrate, but if the Magistrate finds that the plaintiff in any case has split his cause of action as aforesaid, the Magistrate shall dismiss the action, without prejudice, however, to the plaintiff's right to sue upon the cause of action in such other manner as he may be advised: Provided that if such plaintiff is satisfied to recover a sum not exceeding Two hundred dollars, then the Magistrate shall and may entertain the action of such plaintiff, and in case any order is made in favour of such plaintiff, the same shall be expressed to be, and shall be, in full discharge of the whole cause of action.

Prohibition of splitting of claims.

62. It shall be lawful for the Magistrate before whom a claim under Part III of this Ordinance is heard to appoint from time to time any fit person or persons to execute any process of the Court in respect of such claim.

Appointment of person to execute process.

63. Any goods or chattels seized under a Distress Warrant issued by the authority of a Magistrate in respect of any claim under Part III of this Ordinance may be sold by the Bailiff or other Officer executing such warrant at or near the place of the seizure of such goods.

Goods seized may be sold at or near place of seizure.

64. Where a claim shall be made to or in respect of property taken in execution under Part III of this Ordinance by any person other than the party against whom such execution issued, such claim shall be heard and determined by the Magistrate upon a summons calling before him as well such claimant as the party on whose behalf such execution issued and the decision of the Magistrate upon such claim shall be final.

Claims in respect of property seized.

65. No action or proceeding for sums not exceeding two hundred dollars which might be brought under Part III of this Ordinance before a Magistrate shall be brought in the Summary Jurisdiction of the Supreme Court unless by the leave of the Magistrate or with the consent of the defendant.

Exclusive jurisdiction.

- Validation of past acts. **66.** Every judgment, order and decision given or made and every execution and distress issued or levied by a Magistrate in the New Territories (exclusive of New Kowloon) prior to the passing of this Ordinance in any claim or matter in respect of which the Magistrate would have had jurisdiction if this Ordinance had first been passed shall be deemed to be and always to have been as valid and effectual for all purposes as if this Ordinance had first been passed.
- No action against officer of Government without consent. **67.** No action or proceeding against any officer of the Government in his official capacity shall be brought under this Ordinance unless with the consent of the Attorney General.
- Provision as to Supreme Court. **68.** Any Magistrate holding a Court under Part III of this Ordinance if in his opinion any action or matter brought before him is of sufficient importance to be dealt with by the Supreme Court may decline to proceed with the same and in such event the plaintiff may thereafter institute proceedings in the Supreme Court as if no proceedings had been taken under Part III of this Ordinance.
- Exclusion of legal practitioners. **69.** No legal practitioner shall be allowed to appear on behalf of any party in any action or matter pending before a Magistrate under Part III of this Ordinance except by special permission of such Magistrate.
- Review of judgment. **70.** It shall be lawful for the Magistrate, on such grounds as he may, in his discretion, think sufficient, to review any judgment or decision given by him, within one month from the date thereof, and on such review to re-open and re-try the case, wholly or in part, and to take fresh evidence, and to reverse, vary, or confirm his previous judgment or decision.
- Jurisdiction under Part II and right of appeal reserved. **71.** Nothing in Part III of this Ordinance shall be deemed to limit in any way any jurisdiction conferred on the Land Officer by Part II of this Ordinance. Neither shall anything in Part III of this Ordinance affect the right of appeal of either of the parties. Provided that the provisions of the Magistrates Ordinance, 1890, with respect to appeals shall apply to the Magistrate under Part III of this Ordinance.
- Governor-in-Council to make rules. **72.** The Governor-in-Council may make rules for regulating proceedings under Part III of this Ordinance and may prescribe the forms to be used and the fees to be paid in such proceedings.

PART IV.

Miscellaneous.

- Licensing of Chinese money changers in the New Territories. **73.** The licence issued to a Chinese money changer under the Order and Cleanliness Ordinance 1867 as amended by the Order and Cleanliness Amendment Ordinance 1909 shall in the case of the New Territories be issued by, and the annual fee in respect thereof shall be collected by, the District Officer in the Northern District and the Captain Superintendent of Police in the Southern District instead of the Registrar General as prescribed by the said Ordinances.
- Licensing of Pawnbrokers in the Northern District of the New Territories. **74.** The licence issued to a pawnbroker under the Pawnbrokers Ordinance, 1860, as amended by Public Service Transfer of Duties Ordinance, 1909, shall in the case of the Northern District of the New Territories be issued by, and the fee in respect thereof shall be collected by, the District Officer instead of the Captain Superintendent of Police as prescribed by the said Ordinances.

Passed the Legislative Council of Hongkong, this 27th day of October, 1910.

C. CLEMENTI,
•Clerk of Councils.

Assented to by His Excellency the Officer Administering the Government, the 28th day of October, 1910.

A. M. THOMSON,
Colonial Secretary.

FIRST SCHEDULE.

Ordinance	6 of 1899.	The New Territories (Exemption from Laws) Ordinance.
"	7 of 1899.	Local Communities Ordinance.
"	8 of 1899.	The New Territories (Regulation) Ordinance.
"	12 of 1899.	Summoning of Chinese Ordinance.
"	4 of 1900.	Land Court Ordinance.
"	8 of 1900.	The New Territories Extension of Laws Ordinance.
"	4 of 1902.	The New Territories Land Court Ordinance.
"	19 of 1902.	The New Territories Land Court Ordinance.
"	10 of 1903.	The New Territories Rent Recovery Ordinance.
"	13 of 1903.	The New Territories Land Court (Amendment) Ordinance.
"	21 of 1903.	The New Territories Titles (Repeal) Ordinance.
"	2 of 1904.	The New Territories Land Court Further Amendment Ordinance.
"	3 of 1905.	The New Territories Land Ordinance.
"	9 of 1905.	The New Territories Land Amendment Ordinance.
"	10 of 1906.	The New Territories Land (Amendment) Ordinance.
"	12 of 1907.	Local Communities Amendment Ordinance.
"	22 of 1908.	The New Territories Small Debts Court Ordinance.

SECOND SCHEDULE.

No. and Year of Ordinance.	Title or Short Title.	Extent of non-application.
No. 8 of 1887.	The Licensing Ordinance.	The whole except in so far as it relates to the licensing and regulation of public vehicles and of traffic carried on by means of such vehicles.
No. 8 of 1898.	The Liquor Licences Ordinance, 1898.	The whole.
No. 46 of 1909.	The Liquor Licences Amendment Ordinance, 1909.	The whole excepting section 21.

THIRD SCHEDULE.

(A.)

Conveyance on Sale.

(1) If the Assignee is a Mortgagee Trustee, personal representative of a deceased person or a Registered Manager his capacity should be stated.

In consideration of \$ _____ this day paid (the receipt whereof is hereby acknowledged) of _____ (1) as Vendor hereby assigns unto _____ as Purchaser Lot No. _____ of _____ in District No. _____ in the New Territories of this Colony for the residue of the term of years created by the Crown Lease thereof, subject to the incumbrances mentioned in the Schedule hereto.

SCHEDULE.

Memorial.	Date.	Parties.	Particulars of Incumbrances.

AS WITNESS the hands and seals of the parties this day of _____ 19 _____

SIGNED, Sealed and Delivered by _____

[L. S.]
[L. S.]

(B.)

Mortgage.

In consideration of \$ _____ this day lent (or now owing) the receipt whereof is hereby acknowledged of _____ as Mortgagor hereby assigns unto _____ of _____ as Mortgagee Lot No. _____ in District No. _____ in the New Territories of this Colony for the residue of the term of years created by the Crown Lease thereof, subject to the incumbrances mentioned in the Schedule hereto, for securing payment on the day of _____ 19 _____, of \$ _____ as the mortgage money with interest thereon at the rate of \$ _____ per month payable monthly on the day of each month.

SCHEDULE.

Memorial.	Date.	Parties.	Particulars of Incumbrances.

AS WITNESS the hands and seals of the parties this day of _____ 19 _____

SIGNED, Sealed and Delivered by _____

[L. S.]
[L. S.]

(C.)

Chinese Customary Mortgage.

In consideration of \$ _____ this day lent (or now owing) the receipt whereof is hereby acknowledged of _____ as Mortgagor hereby assigns unto _____ of _____ as Mortgagee the Lot No. _____ in District No. _____ in the New Territories of this Colony for the residue of the term of years created by the Crown Lease thereof, subject to the incumbrances mentioned in the Schedule hereto, for securing payment on the day of _____ 19____, of \$ _____ as mortgage money without interest, the Mortgagee to be at liberty to enter into and keep possession of the mortgaged land until redemption.

SCHEDULE.

Memorial.	Date.	Parties.	Particulars of Incumbrances.

As WITNESS the hands and seals of the parties this day of _____, 19____.

SIGNED, Sealed and Delivered by }

[L. S.]
[L. S.]

(D.)

Transfer of Mortgage.

In consideration of \$ _____ this day paid the receipt whereof is hereby acknowledged of _____ as Transferor hereby transfers to _____ of _____ as Transferee the benefit of the mortgage of Lot No. _____ in District No. _____ in the New Territories of this Colony dated the _____ day of _____ 19____, and registered by Memorial No. _____

As WITNESS the hands and seals of the parties this day of _____, 19____.

SIGNED, Sealed and Delivered by }

[L. S.]
[L. S.]

(E.)

Lease.

Lessor, hereby leases unto _____ of _____, Lessee, Lot No. _____ in District No. _____ in the New Territories of this Colony for the term of _____ years from the _____ day of _____ 19____, at the rent of \$ _____ per month.

As WITNESS the hands and seals of the parties this day of _____, 19____.

SIGNED, Sealed and Delivered by }

[L. S.]
[L. S.]

(F.)

Receipt on Redemption of Mortgage.

Received from \$ _____ in
settlement of all monies intended to be secured by the
within written Deed.

WITNESS to the Signature)
of

Land Officer.

NOTICES.

TREASURY.

No. 339.—Financial Statement for the month of August, 1910.

REVENUE AND EXPENDITURE.

Balance of Assets and Liabilities on 31st July, 1910,	\$ 156,236.89
Revenue from 1st to 31st August, 1910,	539,419.54
	<u>695,656.43</u>
Expenditure from 1st to 31st August, 1910,	668,975.27
	<u>26,681.16</u>
Balance,.....	\$ 26,681.16

Assets and Liabilities on the 31st August, 1910.

LIABILITIES.		ASSETS.	
	\$		\$
Deposits not Available,	278,636.69	Subsidiary Coins,	191,988.65
Officers' Remittances,	157.65	Crown Agents' Current Account,.....	17,976.90
Balance, Bank,.....	13,541.85	Advances,	66,047.51
		Imprest,	41,138.76
Total Liabilities,.....	292,336.19	House Service Account,	1,865.53
* Balance,	26,681.16		
TOTAL,.....\$	319,017.35	TOTAL,.....\$	319,017.35

Reimbursement due by Railway Construction Account 31st July,
1910, \$1,176,972.93
Plus Dr. Balance on account of August, 1910, 87,129.09

1,264,102.02

* Balance as above, 26,681.16

Balance of Assets (General Account), \$1,290,783.18

C. McI. MESSEY
Treasurer.

24th October, 1910.