

THE FRIEND OF CHINA, AND HONGKONG GAZETTE.

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NOTIFICATION.

The publication of the Hongkong Gazette, under the authority of Government, will be discontinued from this date; but all public orders and notifications appearing in "The Friend of China and Hongkong Gazette," with the signatures of duly authorized Functionaries of the Government are still to be considered as official.

By order,

J. Robt. Morrison
Acting Secretary and Treasurer

Hongkong, March, 23rd. 1842.

NOTIFICATION.

His Excellency, Sir Henry Pottinger, Bart. &c. &c. is pleased to direct the publication of the annexed Correspondence, and to intimate that he will be glad to hear from any Gentleman, who may be disposed to submit his individual opinions on the subjects to which the letter from Sir Henry Pottinger, particularly refers, viz. a Tariff and Scale of Duties including Anchorage fees, &c. &c.

By order

RICHARD WOOSNAM
Acting Secretary.

Government House at
Hongkong, Jan'y, 16, 1843.

To His Excellency

SIR HENRY POTTINGER, BART.
H. M's Plenipotentiary and
Superintendent of British Trade
in China.

Sir,

We have the honor to acknowledge the receipt of Your Excellency's letter to the British Merchants in China, under date 29th ultimo, with the several enclosures therein referred to, and in replying to that communication, we beg leave to forward to your Excellency copies of Resolutions passed at a general Meeting of the Merchants, by which Your Excellency will observe, that the Underigned have been requested to act as a Committee on the occasion.

It does not appear to us that, at the present moment, the information before us, is of a sufficiently tangible or specific character, to enable us to place any thing before Your Excellency which could be useful; but if Your Excellency could furnish us with instructions of the necessary nature, we would be glad to comply with the same.

On all other points, we beg to refer to the enclosed Resolutions, and to the Report of the British Merchants, which we have the honor to enclose.

We are, Sir, very respectfully,
Your obedient Servants,
The Underigned

The letter having been read, after some discussion, the following proposition was made by Mr. G. T. Braine, seconded by Mr. A. Matheson, and passed unanimously.

That the Communications desired by Sir Henry Pottinger should be made by the Merchants collectively.

After some further conversation, it was proposed by Mr. Matheson, seconded by Mr. D. L. Burn, and passed unanimously.

That a Committee of five Merchants, should be formed, to draw up such recommendations in regard to the alteration of the Tariff, and other Commercial matters, as might appear to be beneficial to British interests, to be adopted, and that the same should be submitted to a general Meeting of the Merchants, before being communicated to Sir Henry Pottinger.

A committee was then balloted for, when the Scrutineers declared that the following gentlemen had been chosen viz.

Messrs Matheson, Braine, Thomson, Burn, and Livingstone.

These gentlemen having consented to act, the meeting was dissolved.

Macao, 21st December, 1842.
RICHARD WOOSNAM
Acting Secretary.

Government House,
Hongkong, Jan'y. 7th, 1813.

Gentlemen,

I have this moment received your letter of Yesterday's date, and lose no time in informing you, in reply, that I have as yet received none of the Papers, which the High Commissioners speak of, in one of their Memoranda, as likely to come from the Board of Revenue at Peking, nor do I expect to be furnished with those Papers, until I recommence my discussion with the Commissioners at Canton.

Under these circumstances, I have the honor to suggest, that you should proceed, (with the information which you must already possess, from your long local experience of the Trade of China,) to draw up, in a concise form, a Report showing the alterations in the present system, which you would wish to see effected, and the footing as to Tariff and Duties—including anchorage charges, &c. &c.—on which you would desire to see the Trade placed, in times to come.

Should your Report and the Deliberations of the Revenue Board at Peking, be of such a nature, as to lead to a delay or withdrawal of the proposed alterations, it would be well to have a view taken, as to the footing on which the Trade should be placed, in the event of such a contingency.

I am, Sir, very respectfully,
Your obedient Servant,
The Underigned

based on the regular Imperial Duties, and, as we have no means of ascertaining what those duties actually are, we do not conceive there could be any advantage in proceeding as Your Excellency suggests, "with the information actually before us, and our long local experience" in preparing a Report on the Subject.

The Imperial Duties, properly so called, are generally understood to be very moderate, except on 2 or 3 articles; but those duties have been swelled by a variety of additional charges, some of which are possibly regular, although it is generally believed many of them have arisen from either the necessities of the Local Government, from Consoo charges, or extortions of the Government Functionaries.

We may instance the article of Tea, the Imperial Duty on which is said to be nominally (2) two mace per picul, but raised by incidental charges to one tael, two mace, and four candareens; while for several years the actual payment, including Consoo charge, has varied from 2½ taels to 8½ taels.

We may observe, however, that we never have been able to obtain any authentic account of the authorized Duties; and we again beg leave to suggest to Your Excellency, the expediency of obtaining for us, from the Canton Government, a copy of the Imperial Tariff, to enable us to proceed with the consideration of any alteration which may suggest themselves.

As the privileges of the Hong Merchants, and indeed the system of which they were part, are to be abolished, an entire change must necessarily be made in the management of the Trade. Hitherto the Settlement of Duties inward and outward, arrangements for warehousing Goods, taking charge of them when landed, in short all details of the Trade have been made by that body, while they are besides proprietors of the Factories in which we have resided, and the Warehouse in which our property has been stored. As the responsibility both of them and of the Government will necessarily cease with the existence of the Co Hong, the important question arises, of what system Your Excellency and the Chinese Commissioners may propose to establish in place of the former one. We are not aware whether it is the wish of Your Excellency that our Report should embrace this branch of the subject; but should such be the case, we may be allowed to observe that unless other parts of the Treaty than those we have seen, should in some measure define the principles upon which the Foreign intercourse in Canton is to be in future conducted, it might be desirable that we should defer any consideration of the matter, until some specific plan be placed before us as the model of the system which to be adopted.

(Signed) Alex. Matheson
George T. Braine
D. L. Burn
Wm. Livingstone

Macao, 13th January, 1843.
(True copy)
RICHARD WOOSNAM
Acting Secretary.

Government House,
Hongkong, Jan'y. 16th, 1843.

I have the honor to receive your letter of the 12th inst. in reply to my letter of the 10th inst. and beg to inform you that I have the honor to enclose herewith a copy of the Report of the British Merchants, which I have the honor to enclose.

I am, Sir, very respectfully,
Your obedient Servant,
The Underigned

anxiously longing for, for years past; and I am sorry to find that it is out of your power to comply with my suggestion.

As to the arrangements to be made for carrying on your Trade at Canton, after the Co-Hong shall be formally abolished, it appears to me that they will depend solely on yourselves. The Trade is to be conducted in China, as in all other parts of the World, and I am not aware that it would be possible, or proper, to make the smallest difference between Canton and the other Ports, which are to be thrown open to British Merchants.

After I shall have seen Eleppa, should I have any fresh information to communicate, I will again address you; but you will understand from the above observations, that it is my present intention to leave the Commerce totally unshackled by rules, beyond those providing for a Tariff and Scale of Duties, including anchorage fees, &c. I have &c.

(Signed) HENRY POTTINGER
H. M's. Plenipotentiary.

To Messrs Matheson,
Braine,
Burn,
Thomson.

(True copy) RICHARD WOOSNAM
Acting Secretary.

FRIEND OF CHINA
AND HONGKONG GAZETTE.

HONGKONG, THURSDAY, JANUARY 19th. 1833.

On the 21st we published, by DESIRE, the EXTRAORDINARY, containing the late correspondence between H. F. the Plenipotentiary and the Merchant's Committee. We now reprint such parts as have not already appeared in our Ordinary issue, on the 12th instant.

We do not affect a deep regret, at the determination come to by the Committee, and which we certainly did not expect. At the same time, in official quarters, it has all along been said, that such would be the result. It is alleged the same state of circumstances; so forcibly depicted by Sir George Best Robinson, in his Correspondence with Lord Palmerston, still exists in full force in China. (Vide the Blue Book).

In the Petition of the British Merchants to the King, dated Dec. 9th 1831. The Petitioners would humbly suggest, that your Majesty's Minister in China should be instructed to put himself in communication with the Merchants of Canton, qualified as they must be in a certain degree by their experience and observation, to point out in what respect the benefits that might be reaped under a well-regulated system of commercial intercourse, are curtailed or lost in consequence of the restrictions to which the trade is at present subjected, and the arbitrary and irregular exactions to which it is exposed, either directly or not less severely because indirectly, through the medium of the very limited number of merchants licensed to deal with foreigners and it further adds, of these Hong Merchants "few of them are in a really solvent state."

In the same petition, they urge the propriety of obtaining a restoration of the liberty to trade at Amoy, Ningpo, and Chusan, and with great good sense remark "it would ill become your Majesty's Petitioners to point to any individual, as more competent than another, to undertake the office of placing on a secure and advantageous footing our commercial relations with this country. We may, however, perhaps, be permitted to suggest, the expediency of assigning such a task, to any person previously known in China, as connected with commerce conducted under the tyrannical and degrading to which it has hitherto been subjected, or to any one in short, who has had the misfortune, either in a public or

private capacity, to endure insult or injury from Chinese authorities."

We need not say how thoroughly the Plenipotentiary fulfills, in his own person and mission, all the requirements of the Petitioners; many of whom are still residents, and one of them, is justly esteemed to be the most influential member of the Committee.

Mr. Matheson, in his excellent Pamphlet, to which we have had often occasion to refer, says "The establishment of the Hong Merchants is one of the most artful and successful engines of oppression and extortion that was ever devised." He adds, but a few of them are really solvent and urges, "the imperative necessity of abolishing so degrading and odious a monopoly. In the Chapter on the Arbitrary Duties, he cites the article of Cotton Wool, and shows that whilst the Authorised duty, is but, Tael 0.2054 per picul, yet the Hong Merchants exactions had raised the duty to Tael 1.500; which amount we believe has been still further increased.

There are several Memorials appended to the above named work. That from Manchester, when speaking of the China trade, affirms that it is "subjected to the arbitrary exactions of the Hong Merchants, (a body of men through whom alone our transactions are permitted to be conducted, nearly all of them in embarrassed circumstances, and many of them insolvent,) and of the corrupt local officers, whose exactions it is believed, are contrary to the law of the Empire, and to the wishes of the Government."

The Liverpool Memorial states, "This trade labours under two great evils, from which arise most of the other grievances by which it is oppressed:—First, the imposition, by the Canton local officers, of unauthorised and arbitrary duties, greatly exceeding the established Tariff. And, secondly, the restriction of the trade to ten or twelve Chinese, under the name of Hong Merchants, most of whom are in embarrassed circumstances. To these Hong Merchants all imports must be passed for sale, wholly out of the owner's custody and control.

In the Glasgow memorial it is remarked, "The goods of British traders must be passed for Sale, wholly out of the hands of the owner into that of the Hong Merchants, upon whom the owner possesses no check whatever. The trade is subjected to numerous duties and heavy exactions, the rate and mode of charging which are arbitrary, and for the payment of a large proportion of which the Hong Merchants are held responsible, by the Chinese government, thus placing in jeopardy the whole property of British subjects and others, for debts due to government by these Hong Merchants, the majority of whom it is notorious are in arrears for years past, and are in an insolvent state." The memorialists also recommend the obtaining of "one or more of the islands near China, as an emporium."

In the foregoing we have quoted the opinions of the China Merchants, with respect to the acknowledged grievances (which we hope will be soon brought to an end) in preference to our own.

As before mentioned, we were wholly unprepared for such an abrupt termination of the labours of the Committee.

We have no doubt that the Committee (in the exercise of its delegated functions) held there was no other course to adopt, than that it has followed until we cannot but express our unqualified regret at its determination. Although we are deprived of the authorised recommendations of the Committee, in our collective capacity, we yet count on the exertions of the individual members, who the experience of each of its members will individually furnish in private, for the same object.

The subscription of H. F. the Plenipotentiary, will afford the opportunity to every

individual of expressing his opinions, on the impending changes. Several memoirs on the exigencies of our Trade, are we know in preparation, some have already been sent in. We hope our American and other foreign friends, connected with the Trade will not hesitate to forward any recommendations, which their great experience and local knowledge may suggest. It befits the dignity of Great Britain that the China question shall be finally adjusted on the principles of a liberal and comprehensive policy, alike creditable to England to China and to Western Civilization.

SHORT REVIEW OF THE WOOL TRADE FOR TEN YEARS.

In 1831, the total quantity of sheep and lamb's wool imported from foreign countries and from our own Colonies, amounted to 31,652,020lbs.

In 1841, the total quantity amounted to 56,179,641lbs. This increase of imports, therefore, in 10 years, has been 24,527,621lbs. or 77 per cent.

An increase of trade, however, does not always bring a profit of trade; but in the case of the wool trade, the nation has not only increased her activity, but increased her profit.

Notwithstanding the total increase in the ten years' imports amounts to 24,527,621lbs. yet the increase of imports from foreign Europe is only 1,360,205lbs.

And seeing that in 1841 we re-exported 2,554,455lbs. and in 1831 only 1,025,962lbs. (making a difference of 1,528,493lbs.) in effect we imported less wool from foreign Europe in 1841, than in 1831, by 168,288lbs.

The increase of the wool trade, therefore, does not result from trade with foreign Europe. From whence, then, does it come?

In 1831 the quantity of wool imported from the river Plate, Chili, and Peru, was only 13,299lbs.; in 1831, it amounted to 9,173,931lbs.; an increase in 10 years from those countries of 29 per cent. increase of our total imports of 77 per cent.

This is a profitable trade for the nation, being with countries which in no way have rivalry with England, being producing, not manufacturing countries. In 1831 the value of our total exports to those countries was 1,400,490l.; in 1841 2,748,911l.

The trade of no country can be so good to us as with our Colonies, but this trade approaches nearest to it; the link of Spain is broken, and these are the Colonies of the world; fertile in raw materials, naked of manufacturing power.

And now for our Colonies.

In 1831, our imports from them amounted to 2,541,956lbs. weight; in 1841, 16,498,951lbs. an increase of 13,256,995lbs. weight, or more than five-fold in ten years.

We received no wool from India till 1833; when the importation was 3,721lbs only; in 1841, we received 3,008,664lbs.

From all the Australian Settlements and New Zealand, the import in 1831, was 2,493,337lbs.; in 1841, 12,899,362lbs. This is more than five-fold in ten years.

From the Cape of Good Hope, the import, in 1831, was 47,868lbs. only; in 1841, it was 1,079,916lbs. This is more than twenty-three fold in ten years.

We have transferred the above from an interesting communication by Mr. Christopher, published in the *Emigration Gazette*. The increasing imports from the Cape and the East Indies are very encouraging circumstances. We take this opportunity of drawing the attention of our mercantile friends to the article of Indian Sheep's Wool, the superior qualities of which generally obtain but an unremunerating rate in the English Market. By the last accounts, inferior and black wool are only worth 2d. to 2d. per lb. Coarse and yellowish 5d. to 6d. The former is the quality, which (if our reports from the North be correct) there is a reasonable expectation, may be sold in quantity at Ningpo and Shanghai, when those ports are opened. Bombay is the market, in which it can be bought most advantageously, and all accounts concur that a large supply would be obtainable from thence. The Exports, thence during the 1840-41 were 1,678,148 of the Value of 2,92,725 Rupees, say of an aggregate worth of 4d per lb.

We regret to learn that the Pirates, still daringly pursue their vocation just outside the harbour. On a late occasion the *Spec Schooner*, on her passage from Macao was attacked, but managed to beat the Pirates off. But a short time since, we are told, the *Kappa* steamer on her passage to this Port, was compelled to fire and happily took a broadside shot, which was feared, would have done her in. Another under the lee of an island, was taken by the advances of the nation. It is to be hoped, that the community we are so proud to be a considerable feeling of alarm, and that the safety of our commerce, and the safety of our lives, will be secured by the strictest measures, and that the Pirates, who are so much to be treated,

GENERAL HAELING—It having been fully ascertained, to the entire satisfaction of the imperial mind, that the Tartar General Haeling, voluntarily sacrificed his life on account of the loss of the city of Chinkeangfoo, the Emperor, in a late Gazette, issues detailed directions for the highest honours to be paid to his memory, and munificent favours to be shown towards his wife and all his relations. A splendid Temple, in commemoration of his virtues and his unexampled bravery is to be forthwith erected at Chinkeangfoo, and a tablet, with his name inscribed by the Emperor's own hand, is to be suspended in the Hall of the principal Temple at Peking.

THE American merchant Ships LINTIN and LEMA, belonging to the Amer. firm of Messrs Russell & Co., have both been recently sold to the Provincial Authorities of Canton. They are to be armed and manned and added to the Chinese Navy.

ORIGINAL CORRESPONDENCE.

Chekiu, January 16th, 1843.

Mr. Editor,

Sir,
THE Chinese seem to be getting more and more sanguinary in their piracy! On the 12th instant a junk was attacked between here and Hongkong, and fired upon by three piratical junks. Three of the crew were severely wounded and arrived here bleeding! Two of the wounded are here now under medical treatment. One is wounded in the breast and the other in the abdomen; One is thought to be dangerously wounded, and the other is not out of danger! It seems that the pirates had watched them at Hongkong, until they had sold and bought, got ready and started; when they pursued until beyond the West Point, out of sight of the shipping, and then attacked them!

Is it not most deplorable for the sake of commerce and humanity, that this piratical influence, which seems to be increasing in audacity, should be counteracted, and overcome? And would it not prove of essential advantage in the accomplishment of this end, were it practicable either from public or private patronage, to establish

an Insurance Company for the benefit of the Chinese themselves, who are trading in this Vicinity? Could such a company be got up under proper principles and regulations, countenanced and patronized by both foreign and Chinese merchants; it would soon break up those secret societies often spoken of among the Chinese, which are something of the same nature, but very partially so, and then not honestly conducted, yet those societies require about 10 per cent per annum on the amount insured, which would most likely sustain a proper, and honestly conducted Insurance Company. Were such a Company got up success fully at Hongkong, it might not only prove a great blessing and encouragement to Commerce in this Vicinity; but would most probably spread its influence extensively in all the maritime quarters of the nation, as one of the earliest innovations in the improvements of commerce, yielding that beneficial security and safety to property, which has been so long and advantageously enjoyed by other nations.

It seems almost essential for the safety of the trading and sailing junks that sail or ten Chinese junks, manned and armed principally by Chinese themselves, should be sent out with pirates when out sight, to be constantly cruising about in this Vicinity. At least a steamer or two, such as have been often mentioned, would be of great benefit to the security of the Chinese, and it is to be hoped that the Chinese Government will be able to catch some of the cutters, and prove the value of them. The pirates will always be very numerous, and the Government of China, and the British Government, will have to be very vigilant in their efforts to suppress them.

BOMBAY. SUPREME COURT.

McINTYRE, versus HEERJEEBOY RUSTOMJEE.

On Saturday the 10th instant, Mr. Howard applied ex parte for a writ of *Ne exeat regno* to be issued against the Defendant in this cause, on a affidavit verifying the Plaintiff's demand, and stating that the Defendant was about to leave Bombay, on the following day on the ship *Aglaia* for China.

The Court after hearing the affidavit, granted the writ—adding that they would entertain a motion to discharge the writ at any time in the course of the day.

In the course of the day the Advocate-General moved to discharge the order for the writ; the motion was opposed by Mr. Dickinson on behalf of the Plaintiff, several authorities were cited on both sides, and the Court took time to consider the questions raised.

On the 12th instant Sir Erskine Perry delivered the Judgment of the Court to the following effect:—

In this case, an application was made by the Plaintiff, on Saturday, for the writ *ne exeat regno*, the effect of which is to compel the Defendant to give security to the amount of the Plaintiff's demand not to quit the jurisdiction without the leave of the Court. The circumstances relied on by the Plaintiff, are in substance, as follows. In April 1840, the Plaintiff McIntyre, being then in command of the barque *Ardsler* which was at anchor off the island of Macao, fallen with Opium went on shore, and by verbal contract agreed to sell to the Defendant Heerjeebooy, 50 Chests of Opium, at 450 dollars, for Cash on delivery. The Opium was to be delivered at Tongoob, which is about 3 or 4 hours' sail from Macao, and on board a receiving ship there lying, belonging to Heerjeebooy. Heerjeebooy accordingly, gave him a sealed note to one Lyons, the captain of his receiving ship, and McIntyre proceeded there on the same day, with his vessel, and the Opium on board. McIntyre gave Heerjeebooy's letter to captain Lyons, and offered to deliver the Opium also, on receiving cash or securities, but the captain refused to accept the Opium on such terms, having, as he alleged, received no orders to that effect from Heerjeebooy. McIntyre thereupon informed him that he should remain at Tongoob a few days, and that the captain had better communicate with Heerjeebooy. The captain wrote accordingly, but no answer having arrived from Heerjeebooy, the Plaintiff McIntyre at the end of six days, sailed back with his opium to Macao and there informed the Defendant that he had not delivered the opium to capt. Lyons on the ground of his declining to pay for it, and that he had given him six days to take it. McIntyre thereupon sold the opium to other parties, and again left Macao in further prosecution of his voyage. He returned to it about the 18th May, and having gone on shore, he was arrested at the suit of Heerjeebooy for 7500 dollars, as the alleged measure of damages arising out of the non-delivery of the opium. McIntyre gave bail for his appearance in the Portuguese Court, on the Monday following, and on appearance there, the Judge informed him that the matter must be settled by arbitration, and the Judge thereupon, nominated Mr. W. Spott Boyd as arbitrator for Heerjeebooy, and ordered the Plaintiff to select an arbitrator for himself. McIntyre protested against the jurisdiction of the Court altogether, and he especially protested against Mr. Boyd as an arbitrator, as he believed him to be in partnership with Heerjeebooy in opium transactions. The Judge however, straggled his objection, on the ground that Heerjeebooy was determined to have Mr. Boyd, and informed the Plaintiff that he would not be allowed to leave the Court till he also had named an arbitrator. The Plaintiff thereupon named one of the persons present in Court, and the Judge named an umpire. McIntyre shortly afterwards sailed from Macao, having put in bail to stand to the award, but this also, as he alleges, upon compulsion; and on the 17th June following, Mr. Boyd and the arbitrator named by McIntyre made an award against him for 8700 dollars, which is equivalent to about 12000 Rupees. This sum, it appears, has been secured by the Plaintiff's Agent. The Plaintiff alleges that Heerjeebooy had no cause of action against him, and that this award was obtained by the fraudulent and oppressive means of the Portuguese Court, and that Heerjeebooy was residing here, and immediately took measures for proceeding against him, and on the 8th Sept. last having learned that Heerjeebooy was about to proceed on a voyage to China, he applied to the Court for the writ of *ne exeat regno*, and the Court granted it.

competent tribunal. Now altho' in this case, many of the statements made by the Plaintiff are rather unwelcome, especially as to the mode in which he was forced into Court, and an arbitrator imposed upon him by the Judge—I think it is our duty to presume, until the contrary be shown, that the Portuguese Court proceeded in conformity with their law. According to English jurisprudence it is of the essence of judgment by arbitration, that the litigating parties should freely consent to the matter being referred, and very large discretionary powers, both over law and facts, are therefore given to arbitrators as being judges, voluntarily selected by the parties themselves. But in examining the procedure of a foreign Tribunal, it is necessary to divest one's mind of all attachment to mere technical rules, and if the Portuguese law authorizes the Judge to drive the parties into arbitration against their consent, I cannot say that the practice is so contrary to first principles, as to induce us to consider all the proceedings, which have been based upon it, a nullity. Again it does not appear but that the Plaintiff had an opportunity of stating his case in person, and urging all the facts he brings forward here, before the arbitrators, and as he is telling his own story, and is silent upon this subject, it is too much to call upon us to presume that the arbitrators made their award without having fully heard him or his agent. But if the arbitrators did fully hear the case; if they heard both Plaintiff and Defendant, and the witnesses in the cause, with all the local advantages which always must attend a trial on the spot, I should be very unwilling to admit that their *bona fide* decision, however much it might clash with my own views, was examinable in this Court. And on this point it will not fail to be observed, that the arbitrator nominated at least (if not freely chosen) by McIntyre, joined in the award against him, and that the umpire was never called in. There are two other distinct grounds however, on which it is contended that this suit is maintainable; first of all, because McIntyre was not liable to the Jurisdiction of the Portuguese Court, secondly, because the judgment was obtained by fraud.

Undoubtedly either of these objections to the validity of a foreign judgment, is sufficient to warrant an English Court in entering into an examination of it, and I am of opinion that both are sufficiently raised on the Plaintiff's affidavit, to entitle him to put the matter in suit. With regard to the first, it appears that the Plaintiff and Defendant, both British subjects, enter into a contract at Macao, with respect to property out of the Portuguese Jurisdiction, and that the Plaintiff McIntyre was undoubtedly not domiciled in that island. According to the common law, which takes but little notice of domicile, if foreign merchants come within the jurisdiction of an English Court, merely for a period of time, long enough to be served with process, the competence of the English Court accrues. But this is not the case in countries governed by systems founded on the Civil Law, in Scotland for instance, where a Defendant must reside forty days before jurisdiction over him arises, — 7 Burse 1017; and in this case McIntyre alleges that the Portuguese Court had not jurisdiction over him, and we find his statement corroborated by the letter of Captain Elliot R. N. who was the representative of British Interests in those waters. But if the Portuguese Court was not one of competent jurisdiction, its judgment was a nullity, the money obtained under it does not belong to Heerjeebooy, and the matter is a fit subject for inquiry in this Court.

Again the Plaintiff distinctly alleges that the judgment was obtained by the fraud of the Defendant, conjointly with the Judge, and one of the arbitrators. Whether it were so or not, we have not now to determine, but that a party who alleges himself to have been injured by a judgment obtained by fraud, has a right to seek relief in this Court; there can be no doubt. "If," says Lord Eldon, 2 Ves. Junior 385, "judgment at law was obtained, a bill showing that it was obtained against conscience, by concealment, would open it to relief in this Court." "Fraud" in the language of Lord Coke, "voids all judicial acts, ecclesiastical and temporal." But if the judgment of an English Court of Law is thus examinable, it follows that the comity of nations cannot entitle foreign judgments to greater immunity, and the case of *Novelli v. Rose & B.* and *Ad. Price v. Dewhurst S. Sim* and the *M. S. case of Blake v. Smith*, here cited by the Vice Chancellor, fully show that our Courts will examine into, and set aside a foreign judgment improperly obtained. A doubt pressed on my mind during the argument, whether the Plaintiff McIntyre could not be held responsible from the sentence of the Portuguese Court to the Court above, if there be one, or all events to have shown that no such Court existed, according to the principle which prevails in our law with regard to the judgments of the superior Courts, upon reference to *the case of Novelli*, I find that in *Price v. Dewhurst*, the Vice Chancellor, in examining into the validity of a foreign judgment, stated that he had been informed that the Court which had rendered the judgment, was not a Court of Law, and that the judgment was void, and that the Plaintiff was entitled to relief in this Court.

which he authorised his agent to perform. Besides which, this is not a question as to a legal debt, or an arrest at Common Law, but as to the equitable claim of the Plaintiff to have Heerjeebhoj declared a trustee for the money he has received, under a fraudulent judgment. On the two grounds therefore of alleged want of jurisdiction, and of fraud, I think the Plaintiff has made out a prima facie case for relief and under the circumstances of the Defendant leaving the Island immediately, the application to discharge the *Ne exeat Regno* must be refused. *Bombay-Courier, September 16.*

NOTICE.

The Service of the "Church of England" will be performed at the Temporary Chapel at the foot of Government Hill every Sabbath at 3 P. M. until further notice.

NOTICE.

PUBLIC Auctions are held at the Rooms of the undersigned every Tuesday and Saturday regularly.

CONDITIONS.

Account Sales will be rendered three days after and proceeds fifteen, or sooner if required. A Commission of 5 per cent will be charged on any amount not exceeding \$ 500 4 not exceeding " 1000 3 " 2000 2 1/2 " on any amount exceeding " 2000 Opium, Ships or Vessels, Landed property, Silver ware, &c. &c. 1 1/2 per cent: as soon as the Lots are knocked down, they will stand at the risk of the purchaser, and no Lot or Lots will be removed from the Spot before the money is paid. Should parties refuse to clear their Lots in course of three days or paying for the same the said Lot or Lots will again be brought to hammer at the Risk of the first purchaser who will be held responsible for Losses and forfeit the Gains. A commission of 2 1/2 per cent each time will be charged on limited goods sent to Auction. Should any party or Parties send articles to the Auction Rooms and themselves dispose of the same by Private contract, 5 per cent commission will be charged and it must be clearly understood between the Vender and purchaser who will pay the said charge. An advance of 50 per cent if required, will be made upon unlimited Goods deposited for Public Auction. The undersigned will not be answerable for any property lost in their Sale Rooms unless it is left under their charge.

G. MOSES & CO.

P. S. Should any dispute arise between Two Bidders at the time of sale, the Lot or Lots will be put up again for the satisfaction of all parties.

G. M. & CO.

Hongkong 2 Jany. 1843.

For Sale at the Rooms of the undersigned the following Goods Viz. Anchors of all Sizes. Chain Cables, Manila Segars, 4: Superior, do. do. 4: Fine equal to 3rd Superior. Superfine Blue cloth, Ladies Muslin dresses of all colours, Silks, Satin and Straw Bonnets, Stout and Patent Leather Shoes, Sewing Cotton of all numbers, Black Silk Stockings, White coloured and Fancy Socks, Regatta Shirts, Duck and Fancy Trowsers, Dress and Shooting Coats, Woollen Caps, and Striped Gingham for Shirtings, Bengal Towels, Copying and writing ink, Best double distilled Lavender water with Glass Stoppers by Smith & Co. Eau de Cologne, Needles of all Nos. Fancy quilting for Gents, Vests and Childrens Frocks, Plain and figured Jean and drillings, Figured Flannel for Ladies winter dresses, Quills and Black Lead Pencils, Fresh Table Raisins, Copper Kettles horn Lentherns and fish Boilers, Spermecite candles, Pad Locks, Powder Flasks, Vices, Chisels, files &c. &c. Dutch Blankets, Persian Carpets, &c. &c. Best Brandy, Sherry, Gin and Beer &c. &c. &c. Also an invoice of Saldery &c. &c. daily expected by Sophia Fraser, and a Variety of other Goods and articles too numerous to mention.

G. Mosza & Co.

Hongkong, 25th Jany, 1843

Queen's Road

WANTED—A steady sober and Competent young man for Auctioneering, Liberal wages will be given.

G. Moses & Co.

Hongkong, 25th Jany, 1843

Queen's Road

REAL ESTATE FOR SALE, the house and lot opposite the Hongkong Market, known as the Auckland Hotel, also one lot on Queen's Road, south side.

Apply to

C. V. Gillespie.

Hongkong, 25th Jany, 1843.

D. WILSON & Co. WINE, BEER & SPIRIT MERCHANTS, OIL & ITALIAN WAREHOUSMEN, HOTEL and STORE-KEEPERS.

have, in connexion with their Establishment in Calcutta, completed most extensive arrangements with the first Houses in England and France for receiving regular consignments of every description of goods: and they are now prepared to execute orders to any extent for goods of the best quality, on the most moderate terms, and every article is guaranteed to arrive in the best Condition.

FIRST-RATE WINES.

received from the most eminent Houses in England and on the Continent.

N. B. Liberal Credit and the usual Discount given to Regimental Messes and Dealers taking their regular supplies.

Lists of goods for sale to be had on application at the Store.

AUCKLAND HOTEL } January 1st 1843.

NOTICE—Goods and Merchandize of all descriptions, received and carefully stored in spacious dry, and secure Brick Godowns, at Hongkong upon moderate terms; apply upon the Premises to

N. DUUS, or

FEARON & SON.—Macao

Goods are received and sold on Commission. HONGKONG, 1st JANUARY, 1842.

FOR SALE. Bally Rife, Coffe, Coconut Oil, Java arrack, in cases and casks. Port and Sherry wines, whiskey, and Old Rum, in barrels. Cherry Cordial—in (in pints) —Singapore Beams, and Planks —Europe Rope from 1, to 3 in.

By JOHN BÜRD & Co.

Hongkong

December, 1842

FOR SALE. Exchange Tables, Dollars into Rupees, and Rupees into Dollars, at a glance, according to the Government established rate of 225 Rs, for \$ 100; from one Pie to eighty thousand dollars. Beautifully printed "on one side of a single small quarto sheet. Price \$ 1 per set. Apply at the Office of the FRIEND OF CHINA.

Hongkong November 24th 1842.

C. V. Gillespie 46 Queens Road, has on Sale Large-Singapore Spars suitable for Lower Masts, Orrel Coal, square Iron Plate Glass, Lish Pork in barrels, Preserved Meats, Fish and Vegetables in tin and in cases of six dozen each, Sherry, Champagne, Port, Hock, Brandy, White and Grey Long Cloths, &c Hong-kong 3rd Nov. 1842.

FOR SALE Anchors, Cables, Copper Sheathing and Nails, Patent Felt, Carpeting and Rugs and Woollen Tartan—by

W. T. Kinsley.

Hongkong, Jany 11th 1843.

TO LET. The premises known as No. 37 Queen's Road Houwan Bay.

Apply to

C. V. Gillespie.

Hongkong 4th January 1843.

FOR SALE.—On the marine Lot next the China Bazaar. Chains 1 1/2, 1 and 1 1/2 inches, do. Rigging, Topgal sheets, Jyes &c. 1-16, 5-16, 11-16, Anchors 300 to 360 lb, and 21, 22, and 23 Cwt. each, One double purchase Crab. Canvas (English, English and China) Singapore spars 68 to 74 feet, by 22 to 24 inches, Rough pine spars 30 to 50 feet, Java Coffee in bags, Sherry in Wood and bottle, very Superior, Java Arrack in half Leaguers. Apply to Mr. Antonio Collaco, on the premises, or to WILLIAM SCOTT.—Macao.

Hongkong, October 5th, 1842.

FOR SALE

Shaw and Maxwells Port and Sherry in 3 and 6 dozen Cases, apply at the Godown of Messrs Gibb, Livingston & Co.

Hongkong 10th December 1842.

All persons indebted to the above named firm, are called upon to make immediate payment, and all persons having any demands, are requested to present the same to the undersigned for liquidation.

P. Townsend & Co.

Hangkong January 13 1843,

NOTICE—The interest and responsibility of Mr. WILLIAM WARDROP Shaw in our firms here, at Maulmain, and in that of Buchanan & Co. Glasgow, ceased on the 31st December last.

(Signed) DUNNETT, SHAW, & Co. Pinang, 10th Jany, 1843.

FOR SALE.—Java Coffee and Rice Best Bengal Mooshy Rice and Dholl, American Flour and Macis, Salt Provisions, Tobacco, Soap and Candles, Manila Rum, Java Arrack and English Brandy in Casks, of all sizes.

N. DUUS.

FEARON'S Wharf, No. 18, Queen's Road. Hongkong, 2nd November, 1842.

NOTICE—Goods and Merchandize of all descriptions received and carefully stored in spacious dry and secure Brick Godowns, situated on the Queen's Road No. 20 at Hongkong, upon moderate terms. Apply upon the premises to

F. H. TIEDMAN, or REYNVAAN & Co.—Macao.

Goods are received and sold on Commission.

Hongkong, 19th October, 1842.

NOTICE.—Storage can be obtained at low rates in Granite Godowns on application

C. V. Gillespie.

Hongkong 20th December 1842.

FOR SALE.—Newcastle. Coals in bags at 50 cents per peaul.

Apply to C. V. Gillespie.

46 Queens Road.

Hongkong 20th December 1842.

FOR SALE—Batavia Arrack, Claret, Cherry Wine, Brandy in Cases, Manilla Segars No. 3, 4, and Sodawater.

Apply to

F. H. Tiedeman.

Queens Road No. 20.

WANTED.—Two or three English Composers, liberal wages will be given to good hands, apply to, A. B. at the "London Hotel," Queen's Road.

Hongkong, 2nd November, 1842.

For, Manilla, Singapore, Malacca and Penang.



The British Barque.

Cacique.

Capt. Man.

Will sail for the above mentioned ports on the 8th proximo, calling at Hongkong if required.

For Freight or passage apply to.

FEARON & SON.

Macao 14 January 1843.

NOTICE.

Notice is hereby given that the Partnership heretofore existing between the undersigned is this day dissolved by mutual consent.

Hongkong January 13 1843.

J. Moulton.

Chas. Smith.

John Woolner.

FOR SALE.

Ship Chandlery, and Stores of all kinds for Ships.

P. Townsend & Co.

JUST received ex Greyhound, a quantity of Stationery of all kinds, Port, Sherry, Champagne and Claret Wines, Beer and Porter in Bottles, Top Coats, Hats, also a few Cheeses.

P. Townsend & Co.

Hongkong, Jany 7th 1843.

ON SALE.

Beef and Pork in barrels Cabin and Ship Bread Sperm Candles Arrack Glassware

P. Townsend & Co.

NOTICE.

Mr. Edward Farncomb, Notary Public and Solicitor No. 1 & 2 Magistracy Street. Hongkong.

FOR SALE on board the Barque Siam, Patent bleached Canvas No 4 5 6 7.

Roving and Roping Twine Bright Varnish in barrels 28 gal. each, Patent Black do. do. do. Linseed Oil in iron casks 3 gal. each White Lead in do. 28 do. Green Paint in do. 28 do. Black Paint in do. 28 do. Europe bottled Beer

Apply to Capt. Willmett, on board.

Shipping Intelligence.

ARRIVED.

Table with columns for ship name, agent, and origin. Includes: 18th Siam (H. Willmett, Liverpool), 20th Sri Singapora (Forman, Whampoa), 21st Royal Exchange (Hubertson, Macao), 22nd Spec & Theresa (Schooners, Macao), Sri Singapora & Ariel (Schooners, Macao), 23rd H. C. Str. Proserpine Hough & N. (Canton), Osprey (R. Sedgwick, New Zealand), Columbine (Major, Macao), 24th H. M. T. S. Apollo (Frederick, Chusan)

S A I L E D.

Table with columns for ship name, agent, and destination. Includes: 19th H. C. Str Akbar (Pepper & N., Whampoa), H. M. B. Koyalist (Chetwode & N., Chekchu), 20th Hongkong (Macao), Isabella Anna (T. Thompson, Manilla), Hugh Walker (Hugh Shanks, Macao), 21st Liverpool (Rt. McDowell, Whampoa), Good Success (Eames, Siam), Sri Singapora (Macao), 22nd Bolton (J. Rigbey, Macao), 23rd Johnstone (Singapore), Royal Exchange (Hubertson, Namoa), 24th North Star Frigate (Sir E. Home Bt., Sidney), Alligator Troop Ship (Brown R. N. Ft. Edingston), HMB Wolverine (Capt. Johnson R.P. China Sea), 25th Sri Singapora (Macao), Columbine (Major, East Coast), Thomas Grenville (F. Thornhill, Macao), 26th Little Catherine (Franklyn, Macao), Australasian Pt. (Hill, Sidney)

William Pender

Haris Master