

Protocol.

HAVING met in the Ministry for Foreign Affairs of Ecuador, the Undersigned, Christian William Lawrence, Esq., Her Britannic Majesty's Minister Resident, and J. Modesto Espinosa, Minister for Foreign Affairs, authorized by their respective full powers, found in good and due form, in discussing the exchange of the ratifications of the Treaty of Friendship, Commerce, and Navigation, signed in Quito on the 18th of October, 1880, and approved by Her Britannic Majesty and by the Congress of Ecuador, have agreed to the present Protocol:

1. The stipulations of the aforesaid Treaty shall be applicable to all the Colonies and foreign possessions of Her Britannic Majesty, with the exception of those hereinafter named, that is to say:

- " The Dominion of Canada,
- New South Wales,
- Victoria.
- Tasmania.

2. A paper shall be drawn up in which, after comparing the English and Spanish texts, the errors which had been made in copying them shall be corrected.

In witness whereof the Undersigned have signed the present Protocol, and have thereto affixed their seals.

Done at Quito, the seventeenth day of July, one thousand eight hundred and eighty-five.

(L.S.) C. W. LAWRENCE.

Protocol.

ON account of the disappearance from their respective archives of the Declaration signed on the 11th November, 1880, for the better understanding of the XVth Article of the Treaty of Friendship and Commerce celebrated on the 18th October, of the same year, the Undersigned, Plenipotentiaries of Her Britannic Majesty and of Ecuador, having ascertained the terms of said Declaration from official notes and a duly authorized copy, agree to ratify it, reproducing it in the following terms:—

" The Plenipotentiaries of Her Britannic Majesty and of Ecuador declare:

" That the usages, customs, and ceremonies referred to in the third paragraph of the XVth Article of the Treaty made by them must be understood as applying solely to the interior of the cemeteries which British subjects possess or may acquire, that is to say, that said ceremonies shall not take place except within the walls of the Pantheons or places of burial."

(Signed) " CORNELIO E. VERNAZA.

" FEDERICO DOUGLAS HAMILTON."

In witness whereof the present Protocol was signed in Quito on the 21st day of July, 1885.

(L.S.) C. W. LAWRENCE.

(L.S.) J. MODESTO ESPINOSA.

GOVERNMENT NOTIFICATION.—No. 329.

The following Particulars and Conditions of Sale of Crown Land by Public Auction, to be held on the spot, on Monday, the 13th day of September, 1886, at 5 P.M., are published for general information.

By Command,

FREDERICK STEWART,
Acting Colonial Secretary.

Colonial Secretary's Office, Hongkong, 28th August, 1886.

Particulars and Conditions of the letting by Public Auction Sale, to be held on Monday, the 13th day of September, 1886, at 5 P.M., by Order of His Excellency the Officer Administering the Government of Two Lots of Crown Land, in the Colony of Hongkong, for a term of 75 Years.

PARTICULARS OF THE LOTS.

No. of Sale.	Registry No.	LOCALITY.	Boundary Measurements.				Contents in Square ft.	Annual Rent.	Upset Price.
			N.	S.	E.	W.			
			feet.	feet.	feet.	feet.	\$	\$	
1	Rural Building Lot No. 45.	The Peak Road,.....	131	160	{ 90 } { 64 }	90	15,300	40	160
2	„ 46.	Mount Kellett Road,.....	120	120	120	120	14,400	34	150

CONDITIONS OF SALE.

1. The highest bidder above the upset price shall be the Purchaser, and if any dispute arise between two or more bidders, the Lot in dispute shall be put up again at a former bidding.
2. No person shall at any bidding advance less than \$10.
3. Immediately after the fall of the hammer, the Purchaser shall sign the Memorandum of Agreement, hereinafter contained, for completing the purchase according to these Conditions, and shall within Three Days of the day of sale, pay into the Colonial Treasury the full amount of Premium, which the Lot shall have been purchased.
4. The Purchaser of each Lot shall also pay to the Land Officer, on behalf of Her Majesty the QUEEN, the sum of \$10 within three days of the day of Sale, for and in consideration of the Boundary Stones, properly cut, fixed, and marked with the Registry Number, which shall be placed by the Surveyor General, for the Purchaser, at each angle of the Lot.
5. The Purchaser of each Lot shall also pay to the Land Officer, on behalf of Her Majesty The QUEEN, a Fee of \$15 upon the execution of the Crown Lease thereof.
6. The Purchaser of each Lot shall build and finish, fit for occupation, before the expiration of twelve calendar months from the day of sale, in a good, substantial and workmanlike manner, one good and permanent messuage, or tenement upon some part of his Lot, and shall expend thereon a sum of not less than \$5,000 (Five thousand Dollars). The Purchaser of each Lot shall also construct all the necessary covered drains to carry off the waste and refuse water from the main building or main buildings, cook-house, and out-offices, and conduct the said waste and refuse water into one or more air and water-tight cess-pits, or tanks, to be constructed on some portion of the Lot in a good, substantial, and workmanlike manner to the entire satisfaction of the Surveyor General; no sewage or refuse water will be allowed to flow on, to, or through any of the adjoining lands, whether belonging to the Crown or to private persons, or into the Pokfulam drainage area, nor shall the contents of such cess-pit be emptied on Crown Land or any Government road or drain, neither shall any decaying, noisome, noxious, excrementitious, or other refuse matter be deposited on any portion of the Lots. The Crown Lessees shall see that all refuse matters are removed daily from off the premises.
7. The Purchaser of each Lot shall pay into the Treasury a proportionate part of the annual rental specified in the particulars hereinbefore contained on the 25th day of December next, and thereafter shall pay such annual rental by equal half yearly payments on the 24th day of June and the 25th day of December in every Year.
8. When the conditions herein contained have been complied with to the satisfaction of the Surveyor General the Purchaser of each Lot shall be entitled to, and shall execute on demand, a Lease from the Crown of the Piece of Ground comprised in such Lot for 75 Years, to be computed from the day of Sale, at such Annual Rental, payable half-yearly on the 24th day of June, and the 25th day of December in every Year, as is specified in the Particulars of such Lot hereinbefore contained; and such Crown Lease shall be subject to, and contain, all Exceptions, Reservations, Covenants, Clauses, and Conditions inserted in the Crown Leases of Rural Building Lots in the Colony of Hongkong.
9. Should the Purchaser neglect, or fail to comply with these Conditions, his Premium or any portion thereof which may be paid, shall be thereupon forfeited to Her Majesty, who shall be at full liberty either to enforce the Sale, or to re-sell the Property at such time and place, and in such manner as to Her Majesty shall seem fit, and in case of a re-sale the increase, if any, of the Premium or Purchase Money shall be retained by Her Majesty, and the deficiency, if any, and all Costs and Expenses shall be made good by the defaulter and be recoverable as liquidated damages.
10. Possession of the Lots sold shall be given to the Purchasers, and deemed to have been taken by them, on the day of sale.

MEMORANDUM OF AGREEMENT.

Memorandum that the persons whose names are hereunder written have been declared the highest bidders for the Lots described in the foregoing Particulars of Sale and hereunder specified opposite to their said names and signatures respectively, and do hereby agree with Her Majesty The QUEEN to become the Lessees thereof under and subject to the foregoing Conditions of Sale, and on their parts to perform and abide by the said Conditions.

Number of Sale Lot.	Registry Number and Description of Lot Purchased.	Annual Rental.	Amount of Premium at which Purchased.	Signatures of Purchasers.
1	Rural Building Lot No. 45	\$40		
2	" " " 46	\$34		