

A BILL

ENTITLED

An Ordinance relating to Bills of Lading.

WHEREAS it is expedient that Ordinance No. 2 of 1856 should be re-enacted with certain amendments: Be it enacted by the Governor of Hongkong, with the advice of the Legislative Council thereof, as follows:—

1. This Ordinance may be cited for all purposes as "The Bills of Lading Ordinance, 1886."

2. Ordinance No. 2 of 1856 is hereby repealed but such repeal shall not affect the past operation of the said Ordinance nor anything done or suffered thereunder.

3. Every consignee of goods named in a Bill of Lading, and every endorsee of a Bill of Lading to whom the property in the goods therein mentioned shall pass, upon or by reason of such consignment or endorsement, shall have transferred to and vested in him all rights of suit, and be subject to the same liabilities in respect of such goods, as if the contract contained in the Bill of Lading had been made with himself.

4. Nothing herein contained shall prejudice or affect any right of stoppage in transitu, or any right to claim freight against the original shipper or owner, or any liability of the consignee or endorsee by reason or in consequence of his being such consignee, or endorsee, or of his receipt of the goods by reason or in consequence of such consignment or endorsement.

5. Every Bill of Lading in the hands of a consignee or endorsee for valuable consideration representing goods to have been shipped on board a vessel, shall be conclusive evidence of such shipment as against the master or other person signing the same, notwithstanding that such goods or some part thereof may not have been so shipped, unless such holder of the Bill of Lading shall have had actual notice at the time of receiving the same that the goods had not been in fact laden on board: Provided that the master or other person so signing may exonerate himself in respect of such misrepresentation by showing that it was caused without any default on his part, and wholly by the fraud of the shipper, or of the holder, or some person under whom the holder claims.

Short title.

Repeal.

Rights under Bills of Lading to vest in consignee or endorsee. (18 & 19 Vic. c. 111, s. 1.)

Not to affect right of stoppage in transitu or claims for freight. (18 & 19 Vic. c. 111, s. 2.)

Bill of Lading in hands of consignee, &c., conclusive evidence of the shipment as against Master, &c. (18 & 19 Vic. c. 111, s. 3.)

Proviso.

GOVERNMENT NOTIFICATION.—No. 435.

The following Particulars and Conditions of Sale of Crown Land by Public Auction, to be held on the spot, on Monday, the 29th day of November, 1886, at 4 P.M., are published for general information.

By Command,

FREDERICK STEWART,
Acting Colonial Secretary.

Colonial Secretary's Office, Hongkong, 13th November, 1886.

Particulars and Conditions of the letting by Public Auction Sale, to be held on Monday, the 29th day of November, 1886, at 4 P.M., by Order of His Excellency the Officer Administering the Government of Five 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.W. & W.	S. & S.E.	E.	W.			
1	Rural Building Lots 37	Magazine Gap,	290	370	207	...	42,100	98	840
2	38	Do.,	256	120	310	207	44,800	104	900
3	39	Do.,	210	350	219	240	61,900	138	1,240
4	49	Do.,	350	300		237	36,100	84	720
5	50	Do.,	237	400	237	330	63,800	146	1,280

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 at 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 the 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 \$4,000 (Four thousand Dollars). The Purchaser of each Lot shall construct all the necessary covered drains to carry off all waste waters from main buildings and out-offices in conformity with the rules and regulations in force in the Colony regarding the drainage of buildings in the Hill districts, and no sewage or sullage water will be led by the Purchaser, to, or through any adjoining land, whether belonging to the Crown or to private persons, nor shall he allow any decaying, noisome, noxious, excrementitious, or other offensive matter to be deposited on any portion of his Lot.
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 BY THE PURCHASERS.

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. 37.	\$ 98		
2	" " 38,	\$104		
3	" " 39,	\$138		
4	" " 49,	\$ 84		
5	" " 50,	\$146		