



NEW SOUTH WALES
GOVERNMENT GAZETTE,

Published by Authority.

TUESDAY, FEBRUARY 9, 1841.

PROCLAMATION.

By His Excellency Sir **GEORGE GIPPS**, Knight, Captain-General and Governor-in-Chief of the Territory of New South Wales, and its Dependencies, and Vice-Admiral of the same, &c. &c.

WHEREAS, by an Act passed in the present year of the reign of Her Majesty Queen Victoria, intituled "*An Act to provide for the more effectual Administration of Justice in New South Wales and its Dependencies*," it is amongst other things enacted that it shall be lawful for the Governor to appoint from time to time, one of the Judges of the Supreme Court to reside in the District of Port Phillip, and by Proclamation for that purpose, issued with the advice of the Executive Council, to declare and define the limits of the said District within which such resident Judge shall exercise jurisdiction; and that within the limits so declared and defined, the said Judge who so resident therein, shall have, exercise, and enjoy all such and the like powers, jurisdiction, and authority, as now is, or are, or can be legally exercised by the said Supreme Court, or by all, or any of the Judges thereof collectively or individually: And whereas, I, the Governor aforesaid, have by a Commission bearing even date herewith, under my Hand and the Seal of the Colony, appointed **JOHN WALPOLE WILLIS**, Esq., one of the Judges of the said Court, to reside in the said District of Port Phillip;—

Now I, the **GOVERNOR** aforesaid, with the advice of the said Executive Council, do hereby declare, in pursuance of the powers so in me vested, that the said District of Port Phillip shall comprise all that part of the Territory of New South Wales which is bounded on the north by the thirty-sixth degree of south latitude; on the east by the one hundred and forty-sixth degree of east longitude, measuring from the meridian of Greenwich; on the south by the waters of Bass's Straits and the Pacific Ocean, and on the west by the one hundred and forty-first degree of east longitude, from the said meridian of Greenwich, being the limits of the said district set forth in the Government Notice bearing date

at Sydney the Tenth Day of September, One thousand eight hundred and thirty-nine, within which His Honor the Superintendent exercises the powers of a Lieutenant Governor, and that within the said limits the said John Walpole Willis as such resident Judge, or such other Judge of the said Supreme Court as may hereafter be duly appointed to reside therein, shall have exercise, and enjoy the powers, jurisdiction, and authority, which are conferred by the provisions of the said recited Act.

Given under my Hand and Seal, at Government House, Sydney, this Eighth day of February, in the Year of our Lord One thousand eight hundred and forty-one.

(L. S.) " **GEORGE GIPPS**,"
 GOVERNOR-IN-CHIEF.

By His Excellency's Command,
E. DEAS THOMSON.
 GOD SAVE THE QUEEN!

*Colonial Secretary's Office,
 Sydney, 2nd February, 1841.*

HIS Excellency the **GOVERNOR** is pleased to direct, that the following **NOTICE TO MARINERS** be re-published from the *London Gazette*, for general information.

By His Excellency's Command,
E. DEAS THOMSON.

(COPY.)

NOTICE TO MARINERS.

BEACON ON THE WOLFE ROCK.

*Trinity House, London,
 July 21, 1840.*

THE CORPORATION of Trinity House have much satisfaction in stating, for the information of Masters of Vessels, and Mariners in general, that the difficult and hazardous works, which have, during the last four summers, been in operation, under their direction, for constructing a beacon upon that dangerous rock called the Wolfe, situate about 7½ miles W.S.W. of the Land's End of Cornwall, have been completed,

and that a conspicuous beacon has been erected thereon.

This beacon consists of an artificial cone, bearing a mast, having a large ball upon its summit, at an elevation of thirty-six feet above the level of the sea at high water; and Mariners are to observe, that spring tides rise at this station nineteen feet, and that at low water of those tides the rock is uncovered to the height of fifteen feet.

The bearings and distances of the under-mentioned objects from this beacon are as follows, viz.:

Longship's Light House, NE. N. by distant $7\frac{3}{4}$ miles.

Scilly Light House, W. by N. $\frac{1}{2}$ N. distant 21 miles.

Rundlestone Rock, which covers at half flood, E. by N. $\frac{1}{2}$ N. distant 7 miles.

Seven Stones, centre thereof, N.W. $\frac{1}{2}$ N. distant $13\frac{1}{2}$ miles.

Lizard Light Houses, S.E. by E. $\frac{3}{4}$ E., distant 23 miles.

It being of great importance that this beacon should not sustain injury, Masters of Vessels and others are hereby cautioned and enjoined, not to approach it on any consideration, lest their own safety, as well as the security of the structure, should be thereby unnecessarily endangered.

By Order,

(Signed) J. HERBERT,
Secretary.

Colonial Secretary's Office,
Sydney, 16th January, 1841.

SUPPLIES FOR 1841.

NOTICE is hereby given, that Tenders will be received at this Office, until twelve o'clock, on Monday, the 1st day of March next, for furnishing from the 1st of April, until the 31st December, 1841, the supplies required for the Colonial service in the districts of Port Macquarie and Brisbane Water.

The Rations and conditions are those specified in the notice from this Office, dated 1st September, 1840.

Parties Tendering or their Agents, are requested to attend at this office on the above day.

By His Excellency's Command,

E. DEAS THOMSON.

Commissariat Office,

Sydney, 1st January, 1841.

NOTICE is hereby given, that Tenders will be received at this Office until Monday, the 15th day of February, at Noon, for furnishing for the Military and Convict Service, in the several Districts, the Supplies under-mentioned, in such quantities as may be required, during Twelve Calendar Months, commencing the 1st April next, under the conditions hereafter specified, viz.—

PROVISION.

1. The Military Ration being
 - 1 lb. Fresh Meat
 - 1 lb. Wheaten Bread
 - 1-7 of an Imperial Quart of Rum
2. The Ration for Male Convicts being
 - 12 oz. Wheaten Bread

14 oz. Maize or Barley Bread
(the Contractor having the option of giving 20 oz. of Wheaten Bread for the whole.)

- 8 oz. Maize Meal
- 1 lb. Fresh Beef
- 1 oz. Brown Sugar
- $\frac{1}{2}$ oz. Salt
- $\frac{1}{4}$ oz. Yellow Soap

3. The Ration for Female Convicts in the first and second Classes.

10 oz. Wheaten Bread
10 oz. Maize or Barley Bread
(the Contractor having the option of giving 16 ozs. of Wheaten Bread for the whole.)

- 6 oz. Maize Meal
- 12 oz. Fresh Beef
- 8 oz. Vegetables
- $\frac{1}{2}$ oz. Salt
- $1\frac{1}{2}$ oz. Brown Sugar
- $\frac{1}{4}$ oz. Tea
- $\frac{1}{4}$ oz. Yellow Soap

4. Female Convicts in the third Class.

- 12 oz. Wheaten Bread
- 12 oz. Maize Meal
- 4 oz. Fresh Beef
- 8 oz. Vegetables
- $\frac{1}{2}$ oz. Salt
- $\frac{1}{4}$ oz. Yellow Soap

5. For Children of two years and upwards.

- 8 oz. Wheaten Bread, best quality
- 4 oz. Fresh Beef
- 4 oz. Maize Meal
- 1 Pint Milk
- $\frac{1}{4}$ oz. Yellow Soap

6. For Children under two years.

- 8 oz. Wheaten Bread, best quality
- 4 oz. Fresh Beef
- 1 Pint Milk
- $\frac{1}{4}$ oz. Yellow Soap

7. For Children under nine months.

- 6 oz. Wheaten Bread, best quality.
- $\frac{1}{2}$ Pint Milk
- $\frac{1}{4}$ oz. Yellow Soap

8. For Boatmen (Sydney.)

- 1 5-16 lb. 20 per cent. Flour
- 1 2-16 lb. Fresh Beef
- 1 oz. Sugar
- $\frac{1}{2}$ oz. Salt
- $\frac{1}{4}$ oz. Soap

9. FORAGE.

The Ration of Forage being

- 8 lbs. of Maize or Barley, or 10lbs. Oats
- 4 lbs. Bran
- 12 lbs. of Oaten or Cultivated Grass Hay
- 4 lbs. Wheaten Straw

10. FUEL AND LIGHT.

- Firewood, per 100 lbs.
- Sperm Oil } per Gallon, Imperial
- Common Oil } per lb.
- Mould Candles } per lb.
- Dip Candles } per lb.
- Cotton Wick }

11. FOR HOSPITALS, &c.

- Fresh Beef
 - Fresh Mutton
 - Maize Meal
 - The best Wheaten Bread—Bread of 2nd and 3rd quality
- } per lb

Arrowroot, Sago, Rice
 Tea, Sugar, Oatmeal
 Salt, Yellow Soap, Pearl Barley
 Tobacco, Vegetables
 Milk, per Quart
 Port Wine, per Dozen
 Vinegar, per Imperial Gallon
 Roach Lime, per Bushel
 Straw for Bedding, per 100 lbs

} per lb

12. SUPPLIES FOR PENAL SETTLEMENTS.

Wheaten Meal, 20 per cent.
 Wheaten Meal, 10 per cent.
 Maize Meal, ditto
 Maize
 Biscuit
 Sugar, Tea
 Rice, Soap
 Colonial Leaf Tobacco
 Rum, per Imperial Gallon
 to be packed and shipped at the expense of the Contractor.

} per 100 lbs.

DISTRICTS

- 1.—*Sydney,*
- 2.—*Parramatta,*
- 3.—*Liverpool and* }
- 4.—*Campbelltown,* }
- 5.—*Berrima,*
- 6.—*Illawarra,*
- 7.—*Goulburn,*
- 8.—*Windsor,*
- 9.—*Penrith,*
- 10.—*Hartley,*
- 11.—*Bathurst.*

The limits of the Districts are the same as those adopted in the Division of the Colony into Police Districts, and a map shewing the same may be seen at this office.

CONDITIONS.

QUALITIES OF THE SUPPLIES.

- 1 All the articles shall be of the best quality of their several kinds.
2. The Bread shall be the produce of clean, sound Colonial Wheat, Barley and Maize, from which, on the Military Ration 20 per cent., and on the Convict Ration 10 per cent., has been extracted in bran and waste. The Wheaten Bread shall be made in loaves of 3lbs., and the Mixed Bread in loaves of 3½lbs. each, and baked 24 hours before being issued.
3. The Fresh Meat for the military Ration, shall be in the proportion of 5lbs. of Beef and 2lbs. of Mutton weekly; deliverable alternately in fore and hind quarters, when the quantity admits of it; for the Convict Rations the Beef shall be delivered in the same manner; Salted Beef being issued only in summer to Road Parties, and when authorised.
4. The Maize Meal shall be similar in quality to the Wheaten Meal, and shall be twice ground.
5. The Vegetables for the Hospitals and other Establishments entitled thereto, shall be supplied in reasonable proportions of Potatoes, Greens, Pumpkins, Onions, &c.
 The Rum shall be West India, five per cent. under proof.

MODE OF DELIVERY.

6. No part whatever of the Supplies above specified shall be received in charge of the Commissariat, but shall all be delivered by the Contractor direct to the Parties or Establishments entitled thereto, upon the written order of the Commissariat Officer in charge of the District, or of the Person authorised for that purpose.

7. At the several fixed Stations the Rations for the Troops, the Convict Establishments, and Road and other Parties, shall be delivered by the Contractor at the Barracks, Establishments, or Huts where the Parties to be supplied may be stationed; being previously to removal from the Contractor's Premises approved by a Person authorised for the purpose.

8. The Forage shall be delivered by the Contractor at the Establishments where the Horses or Cattle are stationed, and in case the whole Ration of Forage be not required or delivered, each of the species shall be reckoned as the proportion of the Ration undermentioned, viz.—

The Maize or Barley.. 4-12lbs.
 The Hay 5-12lbs.
 The Bran 2-12lbs.
 The Straw 1-12th.

GENERAL CONDITIONS.

9. The whole of the supplies of every description in each District are to be included in one Contract; and, therefore, no Tenders will be received unless for supplying the whole without exception that may be required in the entire of a District, and for each district there must be a separate Tender.

10. Provisions and Forage being required by Rations according to scales under these respective heads, the Tenders are to express the price per Ration only, and not of the several Articles, excepting that of Rum, the price of which must be separately stated.

11. Fuel and Light, as well as the supplies for Hospitals and Penal Settlements, being required by Weight and Measure, must be priced accordingly, as shewn under these heads respectively.

12. Contractors supplying Road Parties on the Bathurst or other roads similarly situated, shall have at all times on the spot a supply for fourteen days in reserve, in the care of a competent Agent to whom reference may be had in the Contractor's absence.

13. In the event of a difference of opinion between the Contractor and the Party receiving the supply as to its quality, the same shall be decided in the following manner: The Party objecting shall name one Person as Arbitrator, the Contractor or his Agent another; these shall (previously to any other proceeding on their part) concur in naming a third as Umpire, who, in the event of the Arbitrators not agreeing in the opinion, shall be called upon for his decision, which shall be final. And should it be decided that the article is not of proper

quality, it shall be immediately replaced by the Contractor, failing which it shall be procured and the expense charged to his account.

14. It shall be in the power of either Party to limit the duration of the Contract, by giving in writing a notice of three calendar months to the opposite Party, and to end the Contract at the expiration of that period, it being understood that such notice can be given only from the first day of a month, and within the period for which the Contract is made, or agreed to be made.

15. The Contractor shall prepare his own account monthly, according to the prescribed form; and on the production thereof, with the requisite vouchers in a complete state, shall receive payment either in British silver coin, or by a bill on Her Majesty's Treasury at the established rate of the period, at the option of the Senior Commissariat Officer.

16. The value of all packages shall be included in the prices demanded.

17. Persons wishing to Tender are requested to apply either at this Office, or, to the Commissariat Officers in charge at the several Stations, who will furnish them with Printed Forms for the purpose, and communicate further particulars; and as adequate security will be required for the due fulfilment of the Contracts, each Tender must be accompanied by a letter from the Parties proposed as such, stating that they are willing to become bound as securities for the Contractor accordingly; and no payment will be made upon any Contracts until the bonds have been executed.

18. The amounts of the Bonds required in the several Districts, are as follows, viz.:- Sydney, £5,000; Parramatta, £2,000; Liverpool and Campbelltown, £1,000; Hawarra, £500; Goulburn, £500; Windsor, £1,000; Penrith, 1,000; Hartley, £1,000; Bathurst, £1,000.

19. Tenders are to be enclosed in a separate envelope, addressed to the undersigned, marked "Supplies for 1841," and no Tender made in consequence of this Advertisement shall be withdrawn or altered, but notice of those accepted shall be given within three days of the time of opening.

20. Flour in place of Bread to be given for the Military Ration, when required, in the proportion of 14 2-7th ozs. of the former for 16 ozs. of the latter.

21. The Contractor for the District of Sydney will also be required to furnish the Government Vessels, or casual purposes, any of the supplies under the head of Hospitals.

22. The Rations and Articles particularised under the head of Provisions, No. 1 to 12, may be required not only for the purposes specified, but also for any other purpose of the Military, Naval, and Convict services, should there be occasion for it.

WILLIAM MILLER,
Dep. Com. Gen.

Commissariat Office, Sydney,
January 2nd, 1841.

NOTICE is hereby given, that Tenders will be received at this Office, until Monday, the 15th day of February next, at noon, for furnishing for the Military and Convict Service, in the districts of Port Macquarie, Maitland, and Newcastle, the supplies as specified in the Advertisement of this Department, dated the 1st Instant.

In order, however, to afford the opportunity for additional competition, Tenders will also be received for furnishing the said supplies in these three districts, in the six sub-divisions following, by a separate Tender for each; the undersigned reserving to himself the power of accepting the Tenders for supplying, by either mode, as may be found most expedient; the conditions in other respects, remaining the same.

1. Fresh beef and mutton for military and hospitals, and fresh beef for Convicts.
2. Bread (fine) for hospitals, }
Ditto from 20 per cent, flour } per pound.
Ditto from 10 per cent, flour }
Maize Meal }
3. West India rum, 5 per cent. under proof, per imperial gallon.
Port Wine per dozen
Sugar, tea, salt, soap, per pound
Arrow Root, rice, sago, oatmeal, per pound
Vinegar, per imperial gallon.
4. Milk per quart
Vegetables, per pound.
5. Firewood, per 100 lbs.
Sperm oil } per imperial Gallon.
Common oil }
Cotton wick }
Mould candles } per pound.
Dip candles }
6. Ration of forage, consisting of -
8 lbs. of Maize or barley }
or 10 lbs. oats } per ration.
12 lbs. Hay }
4 lbs. Straw }
4 lbs. Bran }

Straw for bedding, per 100 lbs.

The amounts of the surety bonds are as follows: Port Macquarie and Newcastle districts, £1,500 each; Maitland, £500.

W. MILLER,
Dep. Com. Gen.

BATHURST QUARTER SESSIONS.

NOTICE is hereby given, that a Court of General Quarter Sessions of the Peace, in and for the Colony of New South Wales, will be holden at the Court House, Bathurst, on Wednesday, the 3rd day of March next, at which time and place all persons under recognizance, to appear either as prosecutors, witnesses, or defendants, or who have appeals to interpose or other business to transact, are desired to give their attendance at Ten o'clock in the forenoon.

E. ROGERS,
Clerk of the Peace.

Court House, Sydney. }
30th January, 1841. }

*Water Police Office,
Sydney, 1st February, 1841.*

NOTICE is hereby given, that the usual License for departure was this day granted to T. G. Bedington, to proceed in the ship *Calypso*, for Calcutta, agreeably to the 10th section of the Act of Council, 4th VICTORIA, No. 17.

H. H. BROWNE, J. P.
Superintendent of Water Police.

*Water Police Office,
Sydney, 6th February, 1841.*

NOTICE is hereby given, that the usual Licenses for Departure were this day granted to Mr. Thomas William Bean and Mr. Taite, to proceed in the schooner *Waterlily*, for Hobart Town, agreeably to the 10th section of the Act of Council, 4th VICTORIA, No. 17.

H. H. BROWNE, J. P.,
Superintendent of Water Police.

TABLE OF RATES to be charged for Trespass of Cattle, and the Sustenance thereof, while Impounded in the District of Patrick's Plains, under the provisions of the 4th WILLIAM IV., No. 3.

Description of Cattle trespassing, &c.	Amount to be charged daily for sustenance.			
	In any forest, or open pasture land, or open stubble, after grass, or other unenclosed lands.	In any paddock, or grass enclosure, or growing crops of any kind, enclosed by a good and substantial fence.	In any garden or meadow enclosed by a good and substantial fence.	Per Head.
Horses and Cattle	Per Head.	Per Head.	Per Head.	Per Head.
Sheep	2d.	1s. 0d.	6s. 0d.	0s. 8d.
Swine	1d.	0s. 8d.	1s. 6d.	0s. 2d.
Goats	3d.	1s. 6d.	0s. 7c.	0s. 6d.
Entire Horses exceeding 12 months old	1d.	0s. 8d.	0s. 7d.	0s. 2d.
months old	£s. 0d.

Fixed by the Justices in Petty Sessions, assembled at Singleton, on the 25th day of January, 1841.
Allocated by His Excellency the Governor,
HENRY BAILEY,
Clerk of Petty Sessions.
E. DEAS THOMSON.

*Police Office, Mudgee,
23rd January, 1841.*

NOTICE is hereby given, that the undermentioned Articles having been seized and forfeited to the Crown, will be sold by Public Auction, on Friday, the 26th February next, at this Office.

By order of the Bench of Magistrates,
RICHARD M. DUNN,
Clerk of the Bench.

- Two kegs rum, ten gallons each
- One ditto ditto, five ditto
- One ditto ditto, broached
- One half pint measure
- One tundish
- Thirteen bladders
- One gill measure
- Forty-eight canisters gun-powder
- Three gimblets.
- One small fowling piece
- Small quantity shot
- Twenty-four figs tobacco
- Six dozen knives
- Six dozen forks
- Three carving knives
- Three carving forks
- One half dozen night caps
- Paper of fishing hooks
- Eight boxes matches
- Two black silk handkerchiefs
- Five white shirts
- Three blue ditto
- Three pair corduroy trousers
- Two pieces cotton
- One blue jacket
- One case razors
- One small bottle ink
- Two pair fustian trousers
- Five colored shirts
- Three pillow cases
- One scarf
- One fishing line
- One pair scissors
- One parcel of hops
- Six blankets
- Five sheets
- One quilt
- One counterpane
- One pair stays
- One gown
- Two steels
- One pair pincers
- Two balls hemp
- One horse nose bag
- One umbrella
- Six old knives
- Five cleavers
- One copper kettle
- One small pot
- One old tea pot
- One case pipes
- One tarpaulin
- One mattress
- Two pillows
- One hammock
- Two great coats
- Several pieces of old articles
- One cart
- Two sets of harness

THE OLD BOTANY ROAD.

NOTICE.—The Presiding Magistrates and Assessors, at a meeting held at this Office on Thursday the 28th day of January, 1841, having, within five days of such meeting, reported to us, the undersigned Magistrates, assembled in Petty Sessions for the District of Sydney, that the undernamed individuals had been elected at such meeting as Trustees for the Old Botany Road viz:—

**JAMES HOLT,
RANDOLPH J. WANT,
WILLIAM THURLOW,
HENRY HOLLINGSHEAD,
EDWARD LORD ;—**

We, the undersigned Magistrates, do hereby declare the afore-said individuals to be Trustees of the said Parish Road, conformably to the Act of Council, 4th Vic. Reg., No. 12, in such case made and provided.

Given under our hands, at the Police Office, Sydney, this 3rd day of February, 1841.

CHARLES WINDEYER, J. P.,
Second Police Magistrate.
JOHN RYAN BRENNAN,
Police Magistrate.
J. LONG INNES, J. P.,
Superintendent of Police.

REPORT of a Deserter from the Twenty-eighth Regiment of Foot, dated at Melbourne, Port Phillip, this 18th day of January, 1841:—

Name—James Dowton, No. 1004, Private
Age—25 years and 4 months
Size—5 feet 6 $\frac{3}{4}$ inches
Colour of—Complexion, dark; Hair, dark brown;
Eyes, grey
Peculiar marks by which his identity may be ascertained—None
Date of Desertion—11th January, 1841

From whence Deserted—Melbourne, Port Phillip
Date of enlistment—5th September, 1833
Place of enlistment—Harford
Parish where born—Tottenham
County—Middlesex
Former trade or occupation—Labourer
Dress at the time of desertion—great coat, duck trousers, boots and forage cap
Remarks—supposed to have gone to Portland Bay

F. D. VIGNOLES,
Lieutenant 28th Regiment,
Commanding Detachment.

DISSOLUTION OF PARTNERSHIP.

NOTICE is hereby given, that the Partnership hitherto existing between the undersigned Parties, as Attorneys, Solicitors, and Proctors, has been this day dissolved by mutual consent.

**J. W. M'CURDY,
FRANCIS WALROND EDYE.**

East Maitland, 1st February, 1841.

DISSOLUTION OF PARTNERSHIP.

THE Partnership hitherto carried on by **HENRY INCLEDON PILCHER** and **JOHN PLAISTOWE**, as Attornies and Proctors, at Maitland, under the name and style of **PILCHER** and **PLAISTOWE**, will cease on the 31st day of January, inst., and in future the said **H. I. Pilcher** and **John Plaistowe** will carry on the said business solely on their own separate accounts; and the said **H. I. Pilcher's** agent will be **Mr. Minithorpe**, Solicitor, George-street, Sydney. Dated this 22nd day of January, 1841.

H. I. PILCHER.

Sydney:—Printed and Published at the Government Printing Office, Bent-street, by JOHN KITCHEN, Government Printer.—February 9, 1841.