

lutes, \$40,000" and "Aid to Volunteer Military Companies, \$20,000" were deferred for consideration with the Military Bill.

The Department of Finance items were now brought up for consideration and under that head the following items were inserted, being amounts due for twice paid and over paid taxes:

Table with 2 columns: Item, Amount. Includes J. F. Brown, W. P. Kaula, etc.

On motion the committee now rose and the chairman reported back to the Assembly the progress made. Report accepted and leave given to sit again.

At 3:20 the Assembly adjourned until 10 a. m. on the next day.

SEVENTH-SECOND DAY.

THURSDAY, AUG. 12.

The proceedings were opened, as usual, at 10 a. m. by prayer by the Chaplain, after which a wait of a quarter of an hour ensued, before the reading of the minutes on account of the lack of a quorum.

The minutes having been read and approved, Representative Thurston presented the following questions to the Minister of Finance: "Please state the date and amount of each payment made to the Oceanic Steamship Company for carrying the mails under Chapter 19 of the laws of 1884; and also the date of each of the bills of exchange and amount of each such bill."

The Minister of Finance presented the following answer to a question of the previous day as follows:

"I have the honor to present the following statement in reply to the questions put to me yesterday by the honorable member for Koolooloa. Had the honorable member himself familiar with the report which my honorable colleague, the late Minister of Finance, presented to the Assembly more than three months ago, he would have already been in possession of most of the information he now asks for. On page 19 of that report the following passage is to be found: 'Mr. McKinley accepts in lieu of salary one-half of the fees received at the Consulate after all necessary expenses have in the first place been paid out of them.' This furnishes the answer to the first three of the honorable gentleman's enquiries."

"To the other three questions I have the honor to return the following replies:

"And if any balance remains for the benefit of the country, where does the credit appear? The credit appears in Mr. McKinley's accounts, which are audited quarterly by the Department of Foreign Affairs."

"How much, if any sum, is now due the Government? Nothing."

"Has the Government any realization as yet; if so, how much? The sum of \$4,300, which has been paid into the Treasury as Government realization."

On motion the statements were received and laid on the table.

Representative Kaula offered a resolution that the sum of \$5,000 be appropriated for building a bridge over the stream at Honopouhale, Kaula, Maui. Tabled for consideration with the Appropriation Bill.

Hon. J. E. Bush read for the first time a bill to provide for a permanent settlement on the widow of the late John D. Barnard. The bill states that the deceased was Chief Clerk of the Supreme Court for a number of years and was much respected. He left his widow almost totally unprotected for the bill provides for the payment of \$800 per annum.

On suspension of the rules, the bill was read a second time by title and then referred to the Committee on Pensions.

The Minister of Foreign Affairs in answer to a question of Representative Brown states that the consular fees received at the Consulate at San Francisco amounted to between \$16,000 and \$17,000 a year.

Representative Kaula presented a resolution that \$7,500 be appropriated for improving the roads in the district of Ewa, Waianae. Tabled for consideration with the Appropriation Bill.

At 10:55 on motion, the Order of the Day was brought up and the Assembly resolved into Committee of the Whole. Rep. Richardson in the chair, for the purpose of considering the special business set, viz.: the resolution introduced by Rep. Dole, which read as follows:

"Whereas, the Hon. John L. Kaula, member for Hilo, has been commissioned by His Majesty the King as Marshal of the Kingdom, and is now acting under said commission as Marshal as aforesaid, be it

Resolved, That the seat of the Hon. John L. Kaula is hereby declared vacant, and a new election be ordered to fill the vacancy."

Representative Kaula was the first to speak in argument and after a rather long harangue he moved that the resolution be indefinitely postponed.

Representative Dole said the subject brought up by the resolution was of practical importance. It was not a question of a political settlement, but of the plain meaning of Article 29 of the Constitution, which says that the Supreme Power of the Kingdom is divided into the Executive, Legislative and Judicial, and these shall always be preserved distinct. These three powers, in their enforcement, are to be kept distinct. The meaning of that word is understood by all. He referred to him in Article 29, when the Executive is mentioned it refers to the King. The King is a figure of speech representing the whole country. When the Marshal hangs a man he exercises judicial power, of which the King is the fountain head. The Legislature made the laws, the Executive executed them, and the Judiciary interpreted them. Article 31, referred to by the previous speaker, of the Constitution says: "To the King belongs the Executive Power." That is true, and means nothing more than that the King is the fountain head of the Executive of which the Marshal is one of the chief officers. When the Marshal, under legal process, takes possession of property, or lays a criminal, he did it in the name of the King. Article 34 says: "The King is sovereign of all the chiefs and of all the people: the Kingdom is his." This was not exactly true, for the King cannot touch the property of a poor man any more than a citizen can. The Marshal is the executive officer of the whole Kingdom. The exercise of his executive power reaches to every district from Niihau to Hawaii. It may be argued that the Constitution only means to include Judges of the Supreme Court. Suppose a vacancy occurred in the Supreme Court, and the King commissioned Representative Kaula to the vacancy, what would the latter say? Suppose the King commissioned the Marshal Judge of the Supreme Court, how would that work? Imagine if you will a Judge sitting in a murder case and sentencing the prisoner to death, and then as Marshal executing the man, carrying out his own order. If the same person was to have part in making, executing and interpreting the laws, but rather to stand in three benches distinct, according to the Constitution. If so, then Representative Kaula was entitled to retain his seat.

Representative Paloha was in favor of indefinitely postponing the resolution. If it passed it would apply to himself and other sheriffs and deputy sheriffs in the Assembly.

Representative Kaunamano was also against the resolution. Rep. Dole had ability as a lawyer, but he (the speaker) did not know whether he had introduced the resolution in a serious mood or for the sake of amusement.

Representative Dickey said that all the members had taken a solemn oath to support the Constitution. He then read the oath. Continuing he said that having taken that oath it was necessary to understand the Articles of the Constitution, and then carry it out. The King and Ministers, being especially granted participation in the legislative branch under the Constitution, it was clear they were not included in the prohibition of Article 29. If the Judges below the Supreme Court judges cannot sit in the Legislature, the Marshal cannot. The Marshal has more executive power than the District Judges have judicial power. If that was not an illustration of the actual combination of the executive and judicial powers in one man, he would be glad to obtain an illustration of when it might occur. He called upon the members not to allow themselves to be biased by feelings of friendship, but to remember the oath they had taken.

The Attorney-General said he believed that Rep. Dole had not introduced the resolution with a purpose of ousting Rep. Kaula, but rather to draw attention to the lack of a law on this subject. The resolution rested upon Article 29 of the Constitution, and this Assembly, sitting in committee as a judge, should try this question by the Constitution. Rep. Kaula had been elected for the district of Hilo, his credentials were accepted and he was a member of the Assembly. Since his election he had pleased His Majesty to appoint him Marshal of the

Kingdom. The question was, did the holding of that office disqualify him from sitting in the Legislative Assembly? Rep. Dole had supported his resolution by Article 29.

Article 29, The Supreme Power of the Kingdom is divided into three parts, the Executive, Legislative and Judicial, and these shall always be preserved distinct, and no Judge of a Court of Record shall ever be a member of the Legislative Assembly.

He is a lawyer and knows that the laws should be constructed by their manifest intent. The manifest intent of Article 29 is that the Executive, Legislative and Judicial shall always be preserved distinct, and no Judge of a Court of Record shall ever be a member of the Legislative Assembly. He is a lawyer and knows that the laws should be constructed by their manifest intent. The manifest intent of Article 29 is that the Executive, Legislative and Judicial shall always be preserved distinct, and no Judge of a Court of Record shall ever be a member of the Legislative Assembly.

Rep. Dickey, interrupting: "Why then, is the executive mentioned?" The Attorney-General: "Will come to that presently." What is meant by the words to preserve "distinct?" It means that the executive shall not perform any legislative act, and the legislative shall perform no executive act.

Representative Dicker: "How is it where two thirds of the Legislature is composed of executive officers?"

The Attorney-General: Let me go on, will you? It means that in the absence of the Legislature, the Executive can make no laws. But it does not prohibit the Executive to take part in the Legislature and assist in making laws. The members of the Cabinet, Governor, Domestic and Foreign Affairs, of the islands of Maui and Oahu, Hon. Mr. Bishop, Hon. Mr. Macfarlane, all belong to the executive, and they occupy seats in the Legislature. Article 47 provides the oath of office. It is a solemn oath, and for one believed he was conscientiously supporting the Constitution of the United States, of Hawaii, in opposing this resolution. The executive affairs of the Government were particularly referred to in Article 41. Who constitutes the executive branch of the Government? Why, the Marshal, every Sheriff, Deputy Sheriff and officer who serves a process. Rep. Dole was an executive officer when he was appointed an administrator of an estate or the receiver of a bankrupt estate. The King was the chief executive officer, and holds the highest legislative power, as he can veto any of the bills passed by the Assembly. He would defy any one to draw a line to show where the executive power began and where it ceased. The framers of the Constitution never intended that any executive officer should be excluded from the Legislature. The judicial branch is defined to be the Judges, the Legislature, the members, and the executive branch, every other man who performed any act connected with the Government.

The hour being twelve minutes past 12, motion was made for an adjournment until 1:30 p. m., which was carried, and the committee rose.

AFTERNOON.

On reassembling at 1:47 o'clock Representative Thurston took the floor and spoke to the resolution in substance as follows:

The question did not involve the personality of Representative Kaula; it goes further: it involves the whole principle of legislation. The Attorney-General had stated that the Constitution expressly allowed members of the Executive to participate in the Legislature. With that he must take issue. They must look to the origin of article 29 of the Constitution. This rule originated in England. It took centuries of toil and bloodshed to put the Englishman where he stands today. The people of the United States and English colonies also had to go through a long and arduous struggle to place the Hawaiian in the same position. Kamehameha said the people should have the Legislature and be the Executive. In the earlier days of the present reign there was no interference, but ever since the present leader of the Government came into power the safeguard around the Constitution had been broken, and now they saw the Marshal of the Kingdom sitting in the Legislature. They had seen, during the last four or five years, more members coming in who are members of the Executive. They were going from bad to worse. In the present Legislature may be found nine Tax Assessors, three Judges, four Deputy Sheriffs, one Justice of the Peace, one Postmaster-General, one Marshal, a Clerk of the Board of Health, and an Officer of the Army. He did not know how many more were expecting to come in. Eleven of these officers had been appointed since the commencement of the session. Morally it is as much bribery as if the Ministers paid their lives for it. The Legislature was an encroachment by the Executive on the rights of the people. The Attorney-General says it is just as wrong for all the others to be in the House as the Marshal. That is just it, and what they are working for. If it is not accomplished this session it will be in the future, if they have to spend all their lives for it. The Legislature is being encroached upon by the Executive. If the people elect a man to sit in the Legislature, by ballot, they do not want a full Representative if he belongs to the Executive. There is one Representative sitting in the House, Representative Abalo, who holds three Executive offices, Postmaster-General, one Marshal, and one Justice of the Peace. Have the people of Lanai an unbiased Representative in Mr. Abalo? It was simply impossible for a man to hold a lucrative position under the Executive and be unbiased. The Executive should be maintained distinct. It was impossible for a man to act on two sides at once. Was it possible for a man to sit in the Legislature, and from the bench and argue the case, and go back and decide it? That was precisely the situation as set forth by the Attorney-General. It was a weak point of the Hawaiian Government in allowing Executive officers to sit in the Legislature. It first began with Assessors, until it has reached almost the head of the Executive. The Legislature and the Executive should be preserved distinct. One man cannot represent the Legislature and the Executive at the same time. If this thing goes on, the whole of the Representatives of the Legislature will be members of the Executive. It was for the purpose of the fighting against that, that this resolution was introduced.

Representative Kaula said that he was the party who held the position complained of, and being such, he desired to speak. This was not the first time that a point had been raised relative to the qualifications of members holding Government positions to seats in the Assembly. Some years ago the point was raised in the case of Judge Hanakoa, a circuit judge, and after a long and arduous session, the Judge was permitted to occupy his seat as a member of the House of Nobles. He, the speaker, was sitting as representative from Hilo, not as Marshal of the Kingdom.

The Minister of the Interior said that he considered that the question had been well argued, and he considered the interpretation of Article 29 of the Constitution by the Attorney-General was in accordance with common sense. Everywhere men of action and power are wanted. See the number of Generals sent to represent the people in the United States Congress. These executive men are preferred, and sought after by the people. Here they had Government officers, a Commissioner of troops, a Marshal, and Ministers, all controlling labor. The Attorney-General controls the police. They are all invested with representative power. Rep. Kaula, as a representative of the people of Hilo, would do nothing to conflict with the interests of his constituents. He would not, after receiving compensation for his services, charge a fee for drafting Legislative documents, would they say that was a violation. He hoped the question would be speedily put to a vote, and the resolution indefinitely postponed.

Hon. C. B. Bishop was not satisfied that the argument of the Attorney-General was made in answer to the principles advocated by Reps. Dole and Thurston. The Minister of Interior, he was satisfied, knew that the principle of not allowing Government officials to be eligible for election as Representatives was sound. It was misleading to speak of the election of Generals to Congress, as it was well known that they had to resign before election; they would not be allowed to maintain the dual position of a legislator and executive officer. Such ought to be the law in this country, but unfortunately it is not; but, as now on the Statute books it works badly, and leads to demoralization. He believed in the soundness of the resolution, but he should not vote to declare the seat of Rep. Kaula vacant.

Rep. Dole considered that the question was—is the principle a good one? Shall these powers be kept distinct? The House has a chance to say so today, and it would be a stepping-stone towards good government. He was not opposing the personality of the seat, but the principle of the question.

Representative Thurston now moved that the eyes and mayes be taken on the question before the committee, viz., the indefinite postponement of the resolution to declare the seat of Rep. Kaula vacant, and the motion being carried, the eyes and mayes were taken, resulting in the motion to indefinitely postpone being carried by a large majority, as follows:

Aye—The Ministers (4), Bishop, Dominis, Cleghorn, Judd, Macfarlane, Hayesden, Eneo, Baker, Kaula, Amara, C. Brown, Kanika, Paha, Kaunamano, Nakale, Nahani, Kekoa, Abalo, Kaula, Kaula, Kaula, Paloha—25.

Noes—Bush, Wight, Kalua, Castle, Dickey, Thurston, Dole—7.

The committee now, 3:25 p. m., rose, and Chairman Richardson reported back the business transacted to the Assembly. Report accepted.

On motion of Representative Hayesden, who had arrived but a few minutes previously from Lanai, yet had had the opportunity, and voted on the Kaula matter, the bill to amend Section 101 of the Civil Code, relating to the licenses of boats plying for hire, was taken up, read the third time, and passed as follows:

"An Act to amend Section 101 of the Civil Code. Section 101 of the Civil Code of Hawaii, and the same is hereby amended so to read as follows:—Section 101: The Minister of the Interior may grant a license to ply boats for hire in the harbors of Honolulu, Lahaina, Hilo and Kahului for the term of one year, upon receiving for the boats for the harbor of Honolulu eight dollars for every boat with more than four oars; and for the boats for the harbors of Lahaina, Hilo and Kahului eight dollars for every boat with four or more oars, and four dollars for every boat with less than four oars." Section 2: This Act shall become law on the date of its approval."

At 3:32, on motion, the Assembly adjourned until 10 a. m. the next day.

SEVENTH-THIRD DAY.

WEDNESDAY, AUG. 11th.

The Assembly convened at the usual hour and, after the prayer by the Chaplain, the minutes of the previous meeting were read and approved.

Section 101 of the Civil Code of Hawaii, committee returned the bill relating to the establishing of the grade of streets, on account of errors occurring in the English version, amendments not having been properly placed in by the Secretary. The version was corrected and returned to Representative Castle.

Representative Kaula under suspension of the rules presented a petition from residents of Lanai, Maui, praying that the Assembly provide necessary means for supplying a railroad from Lanai to Wailuku. To committee on Public Lands.

Representative Kalua presented a petition from residents of Lanai, Maui, praying for a law to encourage the exportation of Taro Flour. The petitioners stated that the increased consumption of Taro Flour would thus cause a demand, and rise in price, for Taro which would thus add to the wealth of the Kingdom. Petition returned to introduce an account of not being addressed to the Assembly.

Representative Thurston presented a petition from one Kumama, a policeman in Honolulu, for \$800 fine for serving delinquent tax notices. Referred to Judiciary Committee.

Representative Castle offered the following resolution:

"WHEREAS, the powers and authority of the commissioners to settle land boundaries will expire by limitation on the 23rd day of August instant, and whereas there is yet a large amount of work to be done by said commissioners, and there is now a bill before this Assembly to extend the term of said commissioners, which in the ordinary course would expire before the house may not be reached before said date; therefore,

Resolved, That the bill, entitled, "An Act to Extend the Term of the Commission of Boundaries," now before the Legislative Assembly, be taken out of its regular order and be placed at the head of all other orders for immediate consideration. Approved."

The Minister of Interior stated that in response to a question he had prepared a list of parties who were wanting water free, but that he did not desire to present it until tomorrow as several of those who were on the list were paying up for instance the Minister of Interior and several other former members. [Laughter.]

Representative Brown offered the following resolution:

"WHEREAS the Supreme Court of the Kingdom sitting in banco has decided adversely to the Hon. E. Kekoa, now sitting in this house as a member from the district of Lanai, in the case of E. Kekoa, and whereas the said E. Kekoa, in his own behalf, it appears that the law relating to the duties of inspectors of election (the said E. Kekoa being one) had been ignored, and not complied or conforming to by said E. Kekoa and the election held, by which election said E. Kekoa pretended to be returned to this House as a member thereof, being therefore illegal; now, therefore,

Be it resolved that the election of said E. Kekoa be declared by this House null and void, and the seat of said E. Kekoa vacant; and that the Secretary be ordered to notify the inspectors of election for said district, to return to their duties and order and non-compliance to action in said district.

The introducer moved that the resolution be considered in Committee of the Whole on Tuesday.

Representative Paloha moved that the resolution be laid on the table, as the Judiciary Committee had not yet reported on a petition in the name of the residents of Pana, praying for the ousting of the fraudulent representative.

Representative Brown said the delay of the Judiciary Committee to report was the cause of the introduction of this resolution. He considered it a disgrace to the whole Assembly to have a man of country, said E. Kekoa, pretend to be returned to this House as a member of honor or trust under the Government, to be allowed to sit in the House.

The Minister of Foreign Affairs desired to know whether the decision mentioned was of the Interior Ministry or in banco.

Representative Brown said he was surprised at such a question from the Minister and would inform the House that the question was one of banco.

Representative Kaula favored the motion to lay on the table. He said that he considered that the case should be heard on the evidence produced before the Assembly. Anything that the Supreme Court has stated or decided should not be allowed to have the slightest influence with the Assembly.

Representative Kalua, favored consideration of the resolution in committee of the Whole, on the morrow. It was not pleasant to sit here and see a man performing the functions of a legislator, who had no right in the House. The member of country, said E. Kekoa, had been convicted on his own testimony. If he, the speaker, was in a similar situation he would resign immediately. He considered that it was the duty of the House to declare the seat of the member vacant.

Representative Kaula raised the point of order, that, a similar resolution had been introduced, therefore the present one could not be entertained.

Representative Thurston considered that it was an eminently proper thing for the House to consider the resolution and decide whether the member, Kekoa, held his seat honestly or not. If honestly, then the Assembly, by vote, could say so, and the matter would be closed. The Judiciary Committee had said this matter in their hands for some time, but there was an evident wish on the part of two or three members of that committee to another investigation in this case. There was a howl previously that no petition from Pana was presented; now, although a petition has been forwarded, there is no desire to hear of it.

Representative Castle said that he had appeared before the Judiciary Committee on behalf of the petitioners for a new election. Rep. Kekoa and himself had agreed to the Court evidence being the evidence to be produced by him (Castle), while Kekoa desired to bring forward other witnesses. He had not been notified since of further investigation.

Representative Thurston said that the matter had passed out of the hands of the people of Pana, and now was a matter concerning the honor of the House. If the Judiciary Committee desired truth on the matter, it was waiting for them to take the trial. Here was a member of the Judiciary Committee presents this resolution, thereby acknowledging that his committee are not disposed to act in the matter. It has gone forth in the columns of the newspapers that this member, Kekoa, obtained his seat here by vote of delinquents, and that he desired to be harnessed in with such a man he did not, and he here presented his objection.

Representative Dole claimed that the two resolutions were distinct. The first was grounded on a communication from one of the judges of the Supreme Court to the Assembly. The last one was based on a decision of the Judiciary Committee, and confirming judgments of two lower courts, and on a petition from electors of Pana. There were men in the Assembly who are determined to prevent investigation by every means possible. Men who will gladly sit with and associate with the fraud from Pana, a man who had been found guilty of a criminal offense which snuff him from holding

any office under the Government. When the first discussion on this matter took place the excuse was that the consideration was too soon, the Supreme Court might reverse the decision of the lower court, there was no petition from Pana. Now however that those objections are removed the majority endeavor to get rid of the matter by this subterfuge of a point of order. It reminded him of the game of thimble-rig no outsider could tell under which cup the pea is.

Representative Paloha now took the floor and although he was shown to the President, that the member was entirely adrift in argument, and was called to order three different times, he was allowed to continue. He was in favor of indefinite postponement.

Representative Paloha favored placing the resolution on the table. He considered the least said is soonest mended. The member from Pana did not care whether he was sent home or not, he had obtained his \$500. If a new man came he would have to be paid \$500 more, thus the district of Pana would receive \$1000.

Representative Kaunamano said it was true that the two resolutions were different, but still he would like to have the President give a ruling in the matter at once.

President Walker then read the two resolutions, and stated that to him they, although not identical in wording, yet the object attempted was the same, therefore he would rule that the point of order was well taken, and the last resolution out of order.

No appeal was taken from the decision of the Chair.

Representative Dickey moved that the rules be suspended for the purpose of introducing the resolution anew, but before the motion was acted on, the Order of the Day was moved and carried.

The second order of the day was the consideration of the bill to extend the term of the Commission of Boundaries, and the bill was read a second time, ordered to engrossment, and to third reading on Saturday, the 14th instant.

The Assembly was about to resolve into Committee of the Whole for the purpose of considering items in the Appropriation Bill, when a motion was made to adjourn until 1:15 p. m., which being carried, the Assembly rose.

AFTERNOON.

The Assembly re-convened at 1:25 p. m., and immediately thereupon resolved into Committee of the Whole, Hon. A. S. Cleghorn in the chair, and proceeded to take up for consideration items for insertion in the Appropriation Bill. The following passed:

Pay of Road Supervisors.....\$18,000 Road tax unexpended, to be expended on districts where collected..... 57,378 17

With regard to an item of \$2,000 for proportion of cost of bridge at Kapa, Kaula, the Minister of Interior stated that Colonel Z. S. Spalding, of Kapa, had written to him, stating that if \$5,000 were paid to him (Spalding) he would give over his claim on the erection of the said bridge, and the use of the same. He, the speaker, did not consider it advisable to pay this amount, and moved that it be struck out. Motion carried.

Consideration of the following items was deferred for the time being, viz., \$3,000 for bridge over stream at Honopouhale, Kaula, Maui; \$4,000 for roads and bridges in the district of Lan, Hawaii; \$500 for water pipes at Waihiou, Hawaii.

The next item was passed as recommended by a committee, viz:

Road Tax 1886-7 to be expended in district where collected.....\$120,000

The next item, "M. Kealoha land damages \$65," introduced by Rep. Kalua, was laid on the table.

The Minister of the Interior stated that he had several new items which were desirable to have inserted in the Appropriation Bill the first of which was

Repairs and additions to the Honolulu Water Works.....\$35,000

As an argument for the favorable consideration of the items which he proposed to introduce the Minister stated that last session the sum of \$175,000 was voted to come out of a loan and not the ordinary revenue. He was not now in favor of borrowing any money, except from local persons of good credit for the former action of the Legislature, begun work in laying the pipes, which for several years had been an eyecore to everybody. This would very materially increase the water supply. The laying of the pipes would cost \$120,000. The work can be accomplished mainly by private enterprise.

Representative Castle said he was highly delighted to find that he was in accord with the Ministers, and was glad to hear there was to be no Loan Act. He would however ask the Minister how he proposed to borrow money down town without a Loan Act.

The Minister of Interior stated that the estimated expenditure in the Appropriation Bill was \$2,830,809 92, of which amount \$267,900 was bonds. There had never been an over-estimate of expenditure submitted to this House. The receipts for the current period he estimated at three millions dollars. Applications for land were before the Survey Department, from which a considerable amount would be realized. Several applications were in for the new land on the Esplanade, one applicant offering \$10,000, and engaging to put up a building worth \$10,000 on the lot. Altogether there were forty-six applications for small lots of land, and about \$126,000 was expected from that source. The Government had estimated a Pension Savings Bank deposit in which they did not propose to let remain idle. Those were legitimate sources of revenue, constituting a loan from their own people to the Government.

Representative Castle said he could not well understand how the Ministers could expect to utilize land money for general purposes when the law of 1884 set aside amounts aside as a sinking fund for the payment of bonds when due. He would like to know how the Government hoped to pay the debts of the country if this sinking fund was used for the payment of salaries, etc.

Representative Thurston said that he was in somewhat of a quandary; he did not know whether he was a good Government man, or that the Minister was training with the Opposition, but certainly the Minister of Interior and himself were on the same ground. One of the things he should oppose with all his might was a Loan Act for general purposes of this Administration; therefore, he was pleased to hear from the Minister that he was a good Government man, and that the Minister was training with the Opposition, but certainly the Minister of Interior and himself were on the same ground. One of the things he should oppose with all his might was a Loan Act for general purposes of this Administration; therefore, he was pleased to hear from the Minister that he was a good Government man, and that the Minister was training with the Opposition, but certainly the Minister of Interior and himself were on the same ground. One of the things he should oppose with all his might was a Loan Act for general purposes of this Administration; therefore, he was pleased to hear from the Minister that he was a good Government man, and that the Minister was training with the Opposition, but certainly the Minister of Interior and himself were on the same ground. One of the things he should oppose with all his might was a Loan Act for general purposes of this Administration; therefore, he was pleased to hear from the Minister that he was a good Government man, and that the Minister was training with the Opposition, but certainly the Minister of Interior and himself were on the same ground. One of the things he should oppose with all his might was a Loan Act for general purposes of this Administration; therefore, he was pleased to hear from the Minister that he was a good Government man, and that the Minister was training with the Opposition, but certainly the Minister of Interior and himself were on the same ground. One of the things he should oppose with all his might was a Loan Act for general purposes of this Administration; therefore, he was pleased to hear from the Minister that he was a good Government man, and that the Minister was training with the Opposition, but certainly the Minister of Interior and himself were on the same ground. One of the things he should oppose with all his might was a Loan Act for general purposes of this Administration; therefore, he was pleased to hear from the Minister that he was a good Government man, and that the Minister was training with the Opposition, but certainly the Minister of Interior and himself were on the same ground. One of the things he should oppose with all his might was a Loan Act for general purposes of this Administration; therefore, he was pleased to hear from the Minister that he was a good Government man, and that the Minister was training with the Opposition, but certainly the Minister of Interior and himself were on the same ground. One of the things he should oppose with all his might was a Loan Act for general purposes of this Administration; therefore, he was pleased to hear from the Minister that he was a good Government man, and that the Minister was training with the Opposition, but certainly the Minister of Interior and himself were on the same ground. One of the things he should oppose with all his might was a Loan Act for general purposes of this Administration; therefore, he was pleased to hear from the Minister that he was a good Government man, and that the Minister was training with the Opposition, but certainly the Minister of Interior and himself were on the same ground. One of the things he should oppose with all his might was a Loan Act for general purposes of this Administration; therefore, he was pleased to hear from the Minister that he was a good Government man, and that the Minister was training with the Opposition, but certainly the Minister of Interior and himself were on the same ground. One of the things he should oppose with all his might was a Loan Act for general purposes of this Administration; therefore, he was pleased to hear from the Minister that he was a good Government man, and that the Minister was training with the Opposition, but certainly the Minister of Interior and himself were on the same ground. One of the things he should oppose with all his might was a Loan Act for general purposes of this Administration; therefore, he was pleased to hear from the Minister that he was a good Government man, and that the Minister was training with the Opposition, but certainly the Minister of Interior and himself were on the same ground. One of the things he should oppose with all his might was a Loan Act for general purposes of this Administration; therefore, he was pleased to hear from the Minister that he was a good Government man, and that the Minister was training with the Opposition, but certainly the Minister of Interior and himself were on the same ground. One of the things he should oppose with all his might was a Loan Act for general purposes of this Administration; therefore, he was pleased to hear from the Minister that he was a good Government man, and that the Minister was training with the Opposition, but certainly the Minister of Interior and himself were on the same ground. One of the things he should oppose with all his might was a Loan Act for general purposes of this Administration; therefore, he was pleased to hear from the Minister that he was a good Government man, and that the Minister was training with the Opposition, but certainly the Minister of Interior and himself were on the same ground. One of the things he should oppose with all his might was a Loan Act for general purposes of this Administration; therefore, he was pleased to hear from the Minister that he was a good Government man, and that the Minister was training with the Opposition, but certainly the Minister of Interior and himself were on the same ground. One of the things he should oppose with all his might was a Loan Act for general purposes of this Administration; therefore, he was pleased to hear from the Minister that he was a good Government man, and that the Minister was training with the Opposition, but certainly the Minister of Interior and himself were on the same ground. One of the things he should oppose with all his might was a Loan Act for general purposes of this Administration; therefore, he was pleased to hear from the Minister that he was a good Government man, and that the Minister was training with the Opposition, but certainly the Minister of Interior and himself were on the same ground. One of the things he should oppose with all his might was a Loan Act for general purposes of this Administration; therefore, he was pleased to hear from the Minister that he was a good Government man, and that the Minister was training with the Opposition, but certainly the Minister of Interior and himself were on the same ground. One of the things he should oppose with all his might was a Loan Act for general purposes of this Administration; therefore, he was pleased to hear from the Minister that he was a good Government man, and that the Minister was training with the Opposition, but certainly the Minister of Interior and himself were on the same ground. One of the things he should oppose with all his might was a Loan Act for general purposes of this Administration; therefore, he was pleased to hear from the Minister that he was a good Government man, and that the Minister was training with the Opposition, but certainly the Minister of Interior and himself were on the same ground. One of the things he should oppose with all his might was a Loan Act for general purposes of this Administration; therefore, he was pleased to hear from the Minister that he was a good Government man, and that the Minister was training with the Opposition, but certainly the Minister of Interior and himself were on the same ground. One of the things he should oppose with all his might was a Loan Act for general purposes of this Administration; therefore, he was pleased to hear from the Minister that he was a good Government man, and that the Minister was training with the Opposition, but certainly the Minister of Interior and himself were on the same ground. One of the things he should oppose with all his might was a Loan Act for general purposes of this Administration; therefore, he was pleased to hear from the Minister that he was a good Government man, and that the Minister was training with the Opposition, but certainly the Minister of Interior and himself were on the same ground. One of the things he should oppose with all his might was a Loan Act for general purposes of this Administration; therefore, he was pleased to hear from the Minister that he was a good Government man, and that the Minister was training with the Opposition, but certainly the Minister of Interior and himself were on the same ground. One of the things he should oppose with all his might was a Loan Act for general purposes of this Administration; therefore, he was pleased to hear from the Minister that he was a good Government man, and that the Minister was training with the Opposition, but certainly the Minister of Interior and himself were on the same ground. One of the things he should oppose with all his might was a Loan Act for general purposes of this Administration; therefore, he was pleased to hear from the Minister that he was a good Government man, and that the Minister was training with the Opposition, but certainly the Minister of Interior and himself were on the same ground. One of the things he should oppose with all his might was a Loan Act for general purposes of this Administration; therefore, he was pleased to hear from the Minister that he was a good Government man, and that the Minister was training with the Opposition, but certainly the Minister of Interior and himself were on the same ground. One of the things he should oppose with all his might was a Loan Act for general purposes of this Administration; therefore, he was pleased to hear from the Minister that he was a good Government man, and that the Minister was training with the Opposition, but certainly the Minister of Interior and himself were on the same ground. One of the things he should oppose with all his might was a Loan Act for general purposes of this Administration; therefore, he was pleased to hear from the Minister that he was a good Government man, and that the Minister was training with the Opposition, but certainly the Minister of Interior and himself were on the same ground. One of the things he should oppose with all his might was a Loan Act for general purposes of this Administration; therefore, he was pleased to hear from the Minister that he was a good Government

Insurance Notices.

General Insurance Com'py. For Sea, River and Land Transport of DRESDEN. HAVING ESTABLISHED AN Agency at Honolulu for the Hawaiian Islands...

THE PACIFIC MUTUAL LIFE INSURANCE COMPANY OF CALIFORNIA. Desire to call the particular attention of everybody TO THEIR

Tontine Investment Policies! Which contain the "Indisputable Clause," No Restriction on Travel or Residence, Free from Danger of Forfeiture

The Deposit Endowment Policy and the Mutual Investment Policy.

This is one of the most reliable Companies extant; has no superior, and few equals. Settles all Claims promptly; acts honestly and fairly by all.

SOUTH BRITISH AND NATIONAL FIRE AND MARINE INSURANCE COMPANIES OF NEW ZEALAND. CAPITAL \$20,000,000

Losses Promptly Adjusted and Payable Here! Marine Risks on Merchandise, Freights and Treasure, at Current Rates.

TRANS-ATLANTIC FIRE INSURANCE COMPANY, OF HAMBURG. Capital of the Company & Reserve, Reichsmark 10,000,000

NORTH GERMAN FIRE INSURANCE COMPANY, OF HAMBURG. Capital of the Company & Reserve, Reichsmark 8,880,000

THE UNDERSIGNED, GENERAL AGENTS of the above three companies for the Hawaiian Islands, are prepared to insure Buildings, Furniture, Merchandise and Produce, Machinery, &c., also Sugar and Rice Mills, and vessels in the harbor, against loss or damage by fire, on the most favorable terms.

ACCIDENT DEPARTMENT Pacific Mutual Life Ins. Co. OF CALIFORNIA. Assets Dec. 31, 1884, \$1,263,000

MUTUAL LIFE INS. CO., OF NEW YORK. Assets Dec. 31st, 1884, \$103,876,178.51

JOSEPH E. WISEMAN No. 28 MERCHANT STREET, General Business Agent (ESTABLISHED 1879.)

Campbell Block, Honolulu, H. I. P. O. BOX No. 815. TELEPHONE 172.

Real Estate Agent, Employment Agent, Wilder's Steamship Agent, U. S. Great Burlington Rail Road Agent.

Custom House Broker, Manager Royal Opera House, Fire and Life Insurance Agent

Tourists or others abroad desiring Views of Principal Points of Interest on the Hawaiian Islands or Curious from the South Sea Islands, can obtain in formation or have their wants supplied at Reasonable Rates.

CORPORATION STOCKS FOR SALE.

Exchange on China! THE UNDERSIGNED ARE PREPARED TO DRAW ON THE Chartered Bank of India, Australia and China Hongkong.

THE UNDERSIGNED, GENERAL AGENTS of the above three companies for the Hawaiian Islands, are prepared to insure Buildings, Furniture, Merchandise and Produce, Machinery, &c., also Sugar and Rice Mills, and vessels in the harbor, against loss or damage by fire, on the most favorable terms.

THE DELIGHTFUL RESIDENCE of REV. J. M. ALEXANDER, situated at HAIKI, MAUI, consisting of 223 ACRES of LAND, of which 20 Acres is planted with European trees for firewood.

A Large Dwelling House Servants' House, Carriage House, and all the conveniences of a Home.

1 Choice American Stallion, 1 Jack, About 50 Horses, mares and colts, 1 Part Durham Bull, About 50 Cattle.

COTTAGE AT OLINDA! At an elevation of 4,000 feet! TERMS MODERATE—Cash or mortgage. For further particulars, apply to H

L. A. THURSTON, 38 Merchant Street. Notice to Creditors. THE UNDERSIGNED, HAVING been duly appointed Executor of the Will of Kahanauwai Kanaoa (late Mrs. Paul Kanaoa) of Honolulu, deceased, hereby gives notice to all persons having claims against the estate of said Kahanauwai Kanaoa to present the same duly authenticated within six months from the issuance of this notice or they will be forever barred; and those owing said estate to pay the same to the undersigned at his office on King street, below Maunakea street, Honolulu.

THE UNDERSIGNED, HAVING been duly appointed Administrator with the Will annexed of Mary F. Lindsey, late of Waimea, Island of Hawaii, deceased, notice is hereby given to all creditors of the deceased to present their claims whether secured by mortgage or otherwise duly authenticated and with the proper vouchers if any exist to the undersigned within six months from the date hereof or they will be forever barred; and all persons indebted to said deceased are requested to make immediate payment to the undersigned at his office, No. 27 Maunakea Street, Honolulu.

THE UNDERSIGNED, HAVING been duly appointed Administrator with the Will annexed of Mary F. Lindsey, late of Waimea, Island of Hawaii, deceased, notice is hereby given to all creditors of the deceased to present their claims whether secured by mortgage or otherwise duly authenticated and with the proper vouchers if any exist to the undersigned within six months from the date hereof or they will be forever barred; and all persons indebted to said deceased are requested to make immediate payment to the undersigned at his office, No. 27 Maunakea Street, Honolulu.

THE UNDERSIGNED, HAVING been duly appointed Administrator with the Will annexed of Mary F. Lindsey, late of Waimea, Island of Hawaii, deceased, notice is hereby given to all creditors of the deceased to present their claims whether secured by mortgage or otherwise duly authenticated and with the proper vouchers if any exist to the undersigned within six months from the date hereof or they will be forever barred; and all persons indebted to said deceased are requested to make immediate payment to the undersigned at his office, No. 27 Maunakea Street, Honolulu.

THE UNDERSIGNED, HAVING been duly appointed Administrator with the Will annexed of Mary F. Lindsey, late of Waimea, Island of Hawaii, deceased, notice is hereby given to all creditors of the deceased to present their claims whether secured by mortgage or otherwise duly authenticated and with the proper vouchers if any exist to the undersigned within six months from the date hereof or they will be forever barred; and all persons indebted to said deceased are requested to make immediate payment to the undersigned at his office, No. 27 Maunakea Street, Honolulu.

THE UNDERSIGNED, HAVING been duly appointed Administrator with the Will annexed of Mary F. Lindsey, late of Waimea, Island of Hawaii, deceased, notice is hereby given to all creditors of the deceased to present their claims whether secured by mortgage or otherwise duly authenticated and with the proper vouchers if any exist to the undersigned within six months from the date hereof or they will be forever barred; and all persons indebted to said deceased are requested to make immediate payment to the undersigned at his office, No. 27 Maunakea Street, Honolulu.

THE UNDERSIGNED, HAVING been duly appointed Administrator with the Will annexed of Mary F. Lindsey, late of Waimea, Island of Hawaii, deceased, notice is hereby given to all creditors of the deceased to present their claims whether secured by mortgage or otherwise duly authenticated and with the proper vouchers if any exist to the undersigned within six months from the date hereof or they will be forever barred; and all persons indebted to said deceased are requested to make immediate payment to the undersigned at his office, No. 27 Maunakea Street, Honolulu.

THE UNDERSIGNED, HAVING been duly appointed Administrator with the Will annexed of Mary F. Lindsey, late of Waimea, Island of Hawaii, deceased, notice is hereby given to all creditors of the deceased to present their claims whether secured by mortgage or otherwise duly authenticated and with the proper vouchers if any exist to the undersigned within six months from the date hereof or they will be forever barred; and all persons indebted to said deceased are requested to make immediate payment to the undersigned at his office, No. 27 Maunakea Street, Honolulu.

THE UNDERSIGNED, HAVING been duly appointed Administrator with the Will annexed of Mary F. Lindsey, late of Waimea, Island of Hawaii, deceased, notice is hereby given to all creditors of the deceased to present their claims whether secured by mortgage or otherwise duly authenticated and with the proper vouchers if any exist to the undersigned within six months from the date hereof or they will be forever barred; and all persons indebted to said deceased are requested to make immediate payment to the undersigned at his office, No. 27 Maunakea Street, Honolulu.

Mechanical Cards.

ED. C. ROWE House and Sign Painter, Paper Hanger, &c. 1063 1/2 No. 107 King Street, Honolulu.

JOHN NOTT. Importer and Dealer in Stoves, Ranges, Metals, House Furnishing Goods, Crockery, Glass and China Ware, Practical Mechanics, Honolulu, H. I. 1107 1/2

MRS. A. M. MELLIS, Fashionable Dress and Cloak Maker. 104 Fort Street, Honolulu, H. I. 1094 1/2

PIONEER STEAM Candy, Manufactory and Bakery F. BORN Practical Confectioner, Pastry Cook and Baker, 1077 71 Hotel Street, between Nuuanu and Fort. 2 1/2

C. E. WILLIAMS, IMPORTER, MANUFACTURER UPHOLSTERER AND DEALER IN FURNITURE OF EVERY DESCRIPTION, FURNITURE WAREHOUSES AND WORK SHOP at the old stand on Hotel Street.

HONOLULU IRON WORKS CO. STEAM ENGINES, SUGAR MILLS, Boilers, Coolers, Iron, Brass and Lead Castings Machinery of Every Description

N. F. BURGESS, CARPENTER & BUILDER, Shop on King Street, opposite Rose's. Estimates given on all kinds of buildings. When required, Offices and Stores fitted up in the latest Eastern styles. Repairing of every description done in the best possible manner, and at reasonable rates. 1124 1/2

GEO. C. STRATEMEYER, Artistic Signs a Specialty. 78 KING STREET, HONOLULU. P. O. Box 310. 1088a

J. A. DOWER, Ship Carpenter and Boat Builder. YARD AT THE ENTERPRISE MILL. Mutual Telephone 325.

TELEPHONE 55. ENTERPRISE PLANING MILL ALAKEA NEAR QUEEN STREET. C. J. HARDEE, Proprietor.

Contracting and Building. Mouldings and Finish always on hand. FOR SALE—Hard and Soft Stovewood, Cut and Split. 1121 3/4

BROWN & PHILLIPS, PRACTICAL PLUMBERS, GASFITTERS AND COPPERSMITHS. No. 71 King Street, Honolulu, H. I.

House and Ship Job Work PROMPTLY ATTENDED TO. Bath Tubs, Water Closets, Wash-Bowls, And all Kinds Plumbing Goods, 1101 ALWAYS ON HAND.

Valuable Real Estate FOR SALE. THE DELIGHTFUL RESIDENCE of REV. J. M. ALEXANDER, situated at HAIKI, MAUI, consisting of 223 ACRES of LAND, of which 20 Acres is planted with European trees for firewood.

A Large Dwelling House Servants' House, Carriage House, and all the conveniences of a Home.

1 Choice American Stallion, 1 Jack, About 50 Horses, mares and colts, 1 Part Durham Bull, About 50 Cattle.

COTTAGE AT OLINDA! At an elevation of 4,000 feet! TERMS MODERATE—Cash or mortgage. For further particulars, apply to H

L. A. THURSTON, 38 Merchant Street. Notice to Creditors. THE UNDERSIGNED, HAVING been duly appointed Executor of the Will of Kahanauwai Kanaoa (late Mrs. Paul Kanaoa) of Honolulu, deceased, hereby gives notice to all persons having claims against the estate of said Kahanauwai Kanaoa to present the same duly authenticated within six months from the issuance of this notice or they will be forever barred; and those owing said estate to pay the same to the undersigned at his office on King street, below Maunakea street, Honolulu.

THE UNDERSIGNED, HAVING been duly appointed Administrator with the Will annexed of Mary F. Lindsey, late of Waimea, Island of Hawaii, deceased, notice is hereby given to all creditors of the deceased to present their claims whether secured by mortgage or otherwise duly authenticated and with the proper vouchers if any exist to the undersigned within six months from the date hereof or they will be forever barred; and all persons indebted to said deceased are requested to make immediate payment to the undersigned at his office, No. 27 Maunakea Street, Honolulu.

THE UNDERSIGNED, HAVING been duly appointed Administrator with the Will annexed of Mary F. Lindsey, late of Waimea, Island of Hawaii, deceased, notice is hereby given to all creditors of the deceased to present their claims whether secured by mortgage or otherwise duly authenticated and with the proper vouchers if any exist to the undersigned within six months from the date hereof or they will be forever barred; and all persons indebted to said deceased are requested to make immediate payment to the undersigned at his office, No. 27 Maunakea Street, Honolulu.

THE UNDERSIGNED, HAVING been duly appointed Administrator with the Will annexed of Mary F. Lindsey, late of Waimea, Island of Hawaii, deceased, notice is hereby given to all creditors of the deceased to present their claims whether secured by mortgage or otherwise duly authenticated and with the proper vouchers if any exist to the undersigned within six months from the date hereof or they will be forever barred; and all persons indebted to said deceased are requested to make immediate payment to the undersigned at his office, No. 27 Maunakea Street, Honolulu.

THE UNDERSIGNED, HAVING been duly appointed Administrator with the Will annexed of Mary F. Lindsey, late of Waimea, Island of Hawaii, deceased, notice is hereby given to all creditors of the deceased to present their claims whether secured by mortgage or otherwise duly authenticated and with the proper vouchers if any exist to the undersigned within six months from the date hereof or they will be forever barred; and all persons indebted to said deceased are requested to make immediate payment to the undersigned at his office, No. 27 Maunakea Street, Honolulu.

THE UNDERSIGNED, HAVING been duly appointed Administrator with the Will annexed of Mary F. Lindsey, late of Waimea, Island of Hawaii, deceased, notice is hereby given to all creditors of the deceased to present their claims whether secured by mortgage or otherwise duly authenticated and with the proper vouchers if any exist to the undersigned within six months from the date hereof or they will be forever barred; and all persons indebted to said deceased are requested to make immediate payment to the undersigned at his office, No. 27 Maunakea Street, Honolulu.

THE UNDERSIGNED, HAVING been duly appointed Administrator with the Will annexed of Mary F. Lindsey, late of Waimea, Island of Hawaii, deceased, notice is hereby given to all creditors of the deceased to present their claims whether secured by mortgage or otherwise duly authenticated and with the proper vouchers if any exist to the undersigned within six months from the date hereof or they will be forever barred; and all persons indebted to said deceased are requested to make immediate payment to the undersigned at his office, No. 27 Maunakea Street, Honolulu.

THE UNDERSIGNED, HAVING been duly appointed Administrator with the Will annexed of Mary F. Lindsey, late of Waimea, Island of Hawaii, deceased, notice is hereby given to all creditors of the deceased to present their claims whether secured by mortgage or otherwise duly authenticated and with the proper vouchers if any exist to the undersigned within six months from the date hereof or they will be forever barred; and all persons indebted to said deceased are requested to make immediate payment to the undersigned at his office, No. 27 Maunakea Street, Honolulu.

THE UNDERSIGNED, HAVING been duly appointed Administrator with the Will annexed of Mary F. Lindsey, late of Waimea, Island of Hawaii, deceased, notice is hereby given to all creditors of the deceased to present their claims whether secured by mortgage or otherwise duly authenticated and with the proper vouchers if any exist to the undersigned within six months from the date hereof or they will be forever barred; and all persons indebted to said deceased are requested to make immediate payment to the undersigned at his office, No. 27 Maunakea Street, Honolulu.

THE UNDERSIGNED, HAVING been duly appointed Administrator with the Will annexed of Mary F. Lindsey, late of Waimea, Island of Hawaii, deceased, notice is hereby given to all creditors of the deceased to present their claims whether secured by mortgage or otherwise duly authenticated and with the proper vouchers if any exist to the undersigned within six months from the date hereof or they will be forever barred; and all persons indebted to said deceased are requested to make immediate payment to the undersigned at his office, No. 27 Maunakea Street, Honolulu.

THE UNDERSIGNED, HAVING been duly appointed Administrator with the Will annexed of Mary F. Lindsey, late of Waimea, Island of Hawaii, deceased, notice is hereby given to all creditors of the deceased to present their claims whether secured by mortgage or otherwise duly authenticated and with the proper vouchers if any exist to the undersigned within six months from the date hereof or they will be forever barred; and all persons indebted to said deceased are requested to make immediate payment to the undersigned at his office, No. 27 Maunakea Street, Honolulu.

THE UNDERSIGNED, HAVING been duly appointed Administrator with the Will annexed of Mary F. Lindsey, late of Waimea, Island of Hawaii, deceased, notice is hereby given to all creditors of the deceased to present their claims whether secured by mortgage or otherwise duly authenticated and with the proper vouchers if any exist to the undersigned within six months from the date hereof or they will be forever barred; and all persons indebted to said deceased are requested to make immediate payment to the undersigned at his office, No. 27 Maunakea Street, Honolulu.

THE UNDERSIGNED, HAVING been duly appointed Administrator with the Will annexed of Mary F. Lindsey, late of Waimea, Island of Hawaii, deceased, notice is hereby given to all creditors of the deceased to present their claims whether secured by mortgage or otherwise duly authenticated and with the proper vouchers if any exist to the undersigned within six months from the date hereof or they will be forever barred; and all persons indebted to said deceased are requested to make immediate payment to the undersigned at his office, No. 27 Maunakea Street, Honolulu.

THE UNDERSIGNED, HAVING been duly appointed Administrator with the Will annexed of Mary F. Lindsey, late of Waimea, Island of Hawaii, deceased, notice is hereby given to all creditors of the deceased to present their claims whether secured by mortgage or otherwise duly authenticated and with the proper vouchers if any exist to the undersigned within six months from the date hereof or they will be forever barred; and all persons indebted to said deceased are requested to make immediate payment to the undersigned at his office, No. 27 Maunakea Street, Honolulu.

THE UNDERSIGNED, HAVING been duly appointed Administrator with the Will annexed of Mary F. Lindsey, late of Waimea, Island of Hawaii, deceased, notice is hereby given to all creditors of the deceased to present their claims whether secured by mortgage or otherwise duly authenticated and with the proper vouchers if any exist to the undersigned within six months from the date hereof or they will be forever barred; and all persons indebted to said deceased are requested to make immediate payment to the undersigned at his office, No. 27 Maunakea Street, Honolulu.

THE UNDERSIGNED, HAVING been duly appointed Administrator with the Will annexed of Mary F. Lindsey, late of Waimea, Island of Hawaii, deceased, notice is hereby given to all creditors of the deceased to present their claims whether secured by mortgage or otherwise duly authenticated and with the proper vouchers if any exist to the undersigned within six months from the date hereof or they will be forever barred; and all persons indebted to said deceased are requested to make immediate payment to the undersigned at his office, No. 27 Maunakea Street, Honolulu.

THE UNDERSIGNED, HAVING been duly appointed Administrator with the Will annexed of Mary F. Lindsey, late of Waimea, Island of Hawaii, deceased, notice is hereby given to all creditors of the deceased to present their claims whether secured by mortgage or otherwise duly authenticated and with the proper vouchers if any exist to the undersigned within six months from the date hereof or they will be forever barred; and all persons indebted to said deceased are requested to make immediate payment to the undersigned at his office, No. 27 Maunakea Street, Honolulu.

THE UNDERSIGNED, HAVING been duly appointed Administrator with the Will annexed of Mary F. Lindsey, late of Waimea, Island of Hawaii, deceased, notice is hereby given to all creditors of the deceased to present their claims whether secured by mortgage or otherwise duly authenticated and with the proper vouchers if any exist to the undersigned within six months from the date hereof or they will be forever barred; and all persons indebted to said deceased are requested to make immediate payment to the undersigned at his office, No. 27 Maunakea Street, Honolulu.

THE UNDERSIGNED, HAVING been duly appointed Administrator with the Will annexed of Mary F. Lindsey, late of Waimea, Island of Hawaii, deceased, notice is hereby given to all creditors of the deceased to present their claims whether secured by mortgage or otherwise duly authenticated and with the proper vouchers if any exist to the undersigned within six months from the date hereof or they will be forever barred; and all persons indebted to said deceased are requested to make immediate payment to the undersigned at his office, No. 27 Maunakea Street, Honolulu.

THE UNDERSIGNED, HAVING been duly appointed Administrator with the Will annexed of Mary F. Lindsey, late of Waimea, Island of Hawaii, deceased, notice is hereby given to all creditors of the deceased to present their claims whether secured by mortgage or otherwise duly authenticated and with the proper vouchers if any exist to the undersigned within six months from the date hereof or they will be forever barred; and all persons indebted to said deceased are requested to make immediate payment to the undersigned at his office, No. 27 Maunakea Street, Honolulu.

THE UNDERSIGNED, HAVING been duly appointed Administrator with the Will annexed of Mary F. Lindsey, late of Waimea, Island of Hawaii, deceased, notice is hereby given to all creditors of the deceased to present their claims whether secured by mortgage or otherwise duly authenticated and with the proper vouchers if any exist to the undersigned within six months from the date hereof or they will be forever barred; and all persons indebted to said deceased are requested to make immediate payment to the undersigned at his office, No. 27 Maunakea Street, Honolulu.

THE UNDERSIGNED, HAVING been duly appointed Administrator with the Will annexed of Mary F. Lindsey, late of Waimea, Island of Hawaii, deceased, notice is hereby given to all creditors of the deceased to present their claims whether secured by mortgage or otherwise duly authenticated and with the proper vouchers if any exist to the undersigned within six months from the date hereof or they will be forever barred; and all persons indebted to said deceased are requested to make immediate payment to the undersigned at his office, No. 27 Maunakea Street, Honolulu.

General Advertisements.

Manila Cigars! IN BOND OR DUTY PAID

A Choice Lot JUST RECEIVED!

Fresh and Very Full. The Best in the Market

HOLLISTER & CO. 1116 3/4

Metropolitan Market King Street.

G. J. WALLER, Proprietor. Choicest Meats from Finest Herds

FAMILIES AND SHIPPING Supplied on Short Notice

Lowest Market Prices. All Meats delivered from this Market are thoroughly chilled immediately after killing by means of a Bell-Coleman Patent Dry Air Refrigerator.

JUST RECEIVED A Large and Well Selected Stock of CALIFORNIA WINES!

COMPRISED IN PART AS FOLLOWS: Cutedel, White Wine, Reisling, Red Zinfandel, Hock, Claret, Burgundy, Angelica, Sherry, Port, Tokay, Sweet Muscat, Malaga, Madeira, &c., &c.

IN CASKS AND CASES Having been Appointed Sole Agents by Messrs. S. LACHMAN & CO., for their "Early Celebrated Brands, we are enabled to offer the above goods to our friends and the public generally at unusually low rates.

Freeth & Peacock TELEPHONE NO. 46. 1101 NUUANU STREET, HONOLULU. 6m

REMOVED TO 103 FORT STREET! Frank Gertz Importer Dealer in Ladies', Misses', Gents' AND YOUTHS' FINE Boots & Shoes

OF THE BEST AND LATEST MAKE, Has removed to the above centrally located premises, lately occupied by Mrs. Wilkinson, where he has just received an invoice of New Goods in his line ex S. S. MAHOPA, making his Stock one of the most complete and varied, to be found in Honolulu.

These Fine Goods will be sold at prices to suit the times. All those desiring first-class and serviceable articles in the Boots and Shoes line will do well to give him a call. 103 Fort Street, Honolulu, H. I. 1121 3/4

FOR JOB WORK EXECUTED IN the neatest style, call at GAZETTE OFFICE.

General Advertisements.

C. BREWER & CO. OFFER FOR SALE, Per Bark MARTHADAVIS

FROM BOSTON, JUST ARRIVED.

Franklin Stove Coal in Casks, 1/2 Bbls. Crushed Sugar, Cases Frazer's Axle Grease, Cases Hoe Handles, Bbls. No. 1 Rosin, Cases Wheelbarrows

NESTTRUNKS Hay Cutters, Flax Packing, 1/2 Bbls. Wilmington Tar, Wilmington Pitch, Bales Navy Oakum, Cs. Ex. Lard Oil, Grindstones, Safes,

FARMERS BOILERS Bbls. Dairy Salt, Cement, 1 1/2 inch Ox Bows, Cs. Axe and Pick Handles, Canal Barrows, Kgs. Nails, Bbls. Ex. Prime Pork.

Cumberland Coal in Bulk Manila Cordage, Sisal Cordage, Oak Lumber, White Wood do, Walnut Lumber, Ash Lumber, Eastern White Pine Lumber, Refrigerators, Cs. Tin Tomatoes,

Electric and Downer's Kerosene Oil Ketchup and Cod Fish Balls, Cases Clam Chowder, Fish Chowder and Gherkins, Cases Sausage Meat, Cs. Huckin's Tomato Soup, Cs. do Mock Turtle Soup, Cases Huckin's Ox Tail Soup,

CENTRIFUGAL LININGS Buckets, Lime, Wash Boards, Cases Chairs, Cotton Waste, Cases Yellow Metal Sheathing, Kgs. Yellow M. Sheathing Nails, Bbls. Twine, Bales Duck, Hide Poison, Linseed Oils, Cases Turpentine, Cases of

BROWN SOAP 1/2 Bbls. Mineral Paint, Mammoth Rockers, Book Cases, Assorted, Extension Top Carriages, Cases Curled Hair, Drums Caustic Soda, 1121 3/4

WATER TUBE BOILER Is Superceding all other Steam Boilers, BECAUSE IT IS MORE Economical of Fuel. Easier of Transportation AND COSTS NO MORE!

Full description and prices can be obtained by application to. W. E. ROWELL, Honolulu. Sole Agent Hawaiian Islands. 1093 1/2

Beaver Saloon H. J. NORTON, Proprietor. Begs to announce to his friends and the public in general That he has opened the above Saloon where first-class Refreshments will be served from 2 a.m. till 10 p.m., under the immediate supervision of a Competent Chef de Cuisine

THE FINEST GRADES OF TOBACCO, Cigars, Pipes and Smoker's Sundries Chosen by a personal selection from first-class manufacturers, has been obtained, and will be added to from time to time.

One of Brunswick & Balke's Celebrated Billiard Tables is connected with the establishment, where lovers of the cue can participate. 1121 3/4

General Advertisements.

"Pioneer" Line FROM LIVERPOOL.

THEO. H. DAVIES & CO. HAVE RECEIVED BY THE Iron Ships Jupiter, Chilena and other Vessels Direct from London, The Following Goods: —VELVET PILE— CENTRE RUGS AND MATS New Styles and Designs; Various Sizes. BLUE STRIPED SUGAR BAGS, 20x36 Twilled and Striped Coal Bags, 26x34; Fine Quality Rice Bags, 20x35; Hessian Filter Press Bags, 22x36; Hessian and Burlap in Rolls, White's Portland Cement Johnson's Portland Cement, Square and Arch Fire Brick, Liverpool Rough Salt, Liverpool Rock Salt, English Belting, 3 to 12in. wide; Helveta Belting, 3in wide; Corrugated Iron Roofing YELLOW SHEATHING METAL AND NAILS, STEEL RAILS! 14lb. with Bolts, Fish Plates and Spikes. Iron Bedsteads, Tea Kettles and Sauce Pans, Sheet Lead, 1, 3, 4 and 6lb.; Tin Plates, 20x14in.; Sheet Zinc, 3oz. and 9oz. Hubbuck's Genuine White Lead Hubbuck's Pale Boiled Linseed Oil, Raw Linseed Oil and Turpentine, Fence Wire, No. 4, 5 and 6; Staples for the same. Saddles: Ladies' & Gents Bridles, Spurs, Etc., Rubber Coats and Leggings, Bed and Horse Blankets, AMERICAN, ENGLISH AND HAWAIIAN FLAGS, FULL LINE OF ENGLISH GROCERIES! ENGLISH COTTONS, DRESS GOODS, LACE, RIBBON, &c. Agents for Gossage's BLUE MOTTLED AND PALE SOAPS PLANTATION SUPPLIES by every opportunity from California. HAY, BARLEY, OATS, WHEAT, BRAN, Potatoes, Onions, Bread, Salmon, Pork, Codfish, Cheese, Etc., Etc. Canned Goods of all Description, Horace Davis & Co.'s, "Golden Gate," "El Dorado," "Merchant," and "Pacific" Flours, Salinas Mills "Drifted Snow" Flour, Stockton Mills "Crown" Flour. A Full Line of California Groceries! AMERICAN DENIMS, COTTON, TICKING, PRINTS AND DRY GOODS Of Every Description; PLANTATION BOOTS & SHOES, HARDWARE, CROCKERY, GLASSWARE, A Special Assortment of FLOOR OILCLOTHS In Various Widths and Designs. 1121 3/4

THEO. H. DAVIES & CO. HAVE RECEIVED BY THE Iron Ships Jupiter, Chilena and other Vessels Direct from London, The Following Goods: —VELVET PILE— CENTRE RUGS AND MATS New Styles and Designs; Various Sizes. BLUE STRIPED SUGAR BAGS, 20x36 Twilled and Striped Coal Bags, 26x34; Fine Quality Rice Bags, 20x35; Hessian Filter Press Bags, 22x36; Hessian and Burlap in Rolls, White's Portland Cement Johnson's Portland Cement, Square and Arch Fire Brick, Liverpool Rough Salt, Liverpool Rock Salt, English Belting, 3 to 12in. wide; Helveta Belting, 3in wide; Corrugated Iron Roofing YELLOW SHEATHING METAL AND NAILS, STEEL RAILS! 14lb. with Bolts, Fish Plates and Spikes. Iron Bedsteads, Tea Kettles and Sauce Pans, Sheet Lead, 1, 3, 4 and 6lb.; Tin Plates, 20x14in.; Sheet Zinc, 3oz. and 9oz. Hubbuck's Genuine White Lead Hubbuck's Pale Boiled Linseed Oil, Raw Linseed Oil and Turpentine, Fence Wire, No. 4, 5 and 6; Staples for the same. Saddles: Ladies' & Gents Bridles, Spurs, Etc., Rubber Coats and Leggings, Bed and Horse Blankets, AMERICAN, ENGLISH AND HAWAIIAN FLAGS, FULL LINE OF ENGLISH GROCERIES! ENGLISH COTTONS, DRESS GOODS, LACE, RIBBON, &c. Agents for Gossage's BLUE MOTTLED AND PALE SOAPS PLANTATION SUPPLIES by every opportunity from California. HAY, BARLEY, OATS, WHEAT, BRAN, Potatoes, Onions, Bread, Salmon, Pork, Codfish, Cheese, Etc., Etc. Canned Goods of all Description, Horace Davis & Co.'s, "Golden Gate," "El Dorado," "Merchant," and "Pacific" Flours, Salinas Mills "Drifted Snow" Flour, Stockton Mills "Crown" Flour. A Full Line of California Groceries! AMERICAN DENIMS, COTTON, TICKING, PRINTS AND DRY GOODS Of Every Description; PLANTATION BOOTS & SHOES, HARDWARE, CROCKERY, GLASSWARE, A Special Assortment of FLOOR OILCLOTHS In Various Widths and Designs. 1121 3/4

THEO. H. DAVIES & CO. HAVE RECEIVED BY THE Iron Ships Jupiter, Chilena and other Vessels Direct from London, The Following Goods: —VELVET PILE— CENTRE RUGS AND MATS New Styles and Designs; Various Sizes. BLUE STRIPED SUGAR BAGS, 20x36 Twilled and Striped Coal Bags, 26x34; Fine Quality Rice Bags, 20x35; Hessian Filter Press Bags, 22x36; Hessian and Burlap in Rolls, White's Portland Cement Johnson's Portland Cement, Square and Arch Fire Brick, Liverpool Rough Salt, Liverpool Rock Salt, English Belting, 3 to 12in. wide; Helveta Belting, 3in wide; Corrugated Iron Roofing YELLOW SHEATHING METAL AND NAILS, STEEL RAILS! 14lb. with Bolts, Fish Plates and Spikes. Iron Bedsteads, Tea Kettles and Sauce Pans, Sheet Lead, 1, 3, 4 and 6lb.; Tin Plates, 20x14in.; Sheet Zinc, 3oz. and 9oz. Hubbuck's Genuine White Lead Hubbuck's Pale Boiled Linseed Oil, Raw Linseed Oil and Turpentine, Fence Wire, No. 4, 5 and 6; Staples for the same. Saddles: Ladies' & Gents Bridles, Spurs, Etc., Rubber Coats and Leggings, Bed and Horse Blankets, AMERICAN, ENGLISH AND HAWAIIAN FLAGS, FULL LINE OF ENGLISH GROCERIES! ENGLISH COTTONS, DRESS GOODS, LACE, RIBBON, &c. Agents for Gossage's BLUE MOTTLED AND PALE SOAPS PLANTATION SUPPLIES by every opportunity from California. HAY, BARLEY, OATS, WHEAT, BRAN, Potatoes, Onions, Bread, Salmon, Pork, Codfish, Cheese, Etc., Etc. Canned Goods of all Description, Horace Davis & Co.'s, "Golden Gate," "El Dorado," "Merchant," and "Pacific" Flours, Salinas Mills "Drifted Snow" Flour, Stockton Mills "Crown" Flour. A Full Line of California Groceries! AMERICAN DENIMS, COTTON, TICKING, PRINTS AND DRY GOODS Of Every Description; PLANTATION BOOTS & SHOES, HARDWARE, CROCKERY, GLASSWARE, A Special Assortment of FLOOR OILCLOTHS In Various Widths and Designs. 1121 3/4

THEO. H. DAVIES & CO. HAVE RECEIVED BY THE Iron Ships Jupiter, Chilena and other Vessels Direct from London, The Following Goods: —VELVET PILE— CENTRE RUGS AND MATS New Styles and Designs; Various Sizes. BLUE STRIPED SUGAR BAGS, 20x36 Twilled and Striped Coal Bags, 26x34; Fine Quality Rice Bags, 20x35; Hessian Filter Press Bags, 22x36; Hessian and Burlap in Rolls, White's Portland Cement Johnson's Portland Cement, Square and Arch Fire Brick, Liverpool Rough Salt, Liverpool Rock Salt, English Belting, 3 to 12in. wide; Helveta Belting, 3in wide; Corrugated Iron Roofing YELLOW SHEATHING METAL AND NAILS, STEEL RAILS! 14lb. with Bolts, Fish Plates and Spikes. Iron Bedsteads, Tea Kettles and Sauce Pans, Sheet Lead, 1, 3, 4 and 6lb.; Tin Plates, 20x14in.; Sheet Zinc, 3oz. and 9oz. Hubbuck's Genuine White Lead Hubbuck's Pale Boiled Linseed Oil, Raw Linseed Oil and Turpentine, Fence Wire, No. 4, 5 and 6; Staples for the same. Saddles: Ladies' & Gents Bridles, Spurs, Etc., Rubber Coats and Leggings, Bed and Horse Blankets, AMERICAN, ENGLISH AND HAWAIIAN FLAGS, FULL LINE OF ENGLISH GROCERIES! ENGLISH COTTONS, DRESS GOODS, LACE, RIBBON, &c. Agents for Gossage's BLUE MOTTLED AND PALE SOAPS PLANTATION SUPPLIES by every opportunity from California. HAY, BARLEY, OATS, WHEAT, BRAN, Potatoes, Onions, Bread, Salmon, Pork, Codfish, Cheese, Etc., Etc. Canned Goods of all Description, Horace Davis & Co.'s, "Golden Gate," "El Dorado," "Merchant," and "Pacific" Flours, Salinas Mills "Drifted Snow" Flour, Stockton Mills "Crown" Flour. A Full Line of California Groceries! AMERICAN DENIMS, COTTON, TICKING, PRINTS AND DRY GOODS Of Every Description; PLANTATION BOOTS & SHOES, HARDWARE, CROCKERY, GLASSWARE, A Special Assortment of FLOOR OILCLOTHS In Various Widths and Designs. 1121 3/4

Hawaiian Gazette.

EST. 1841. PUBLISHED WEEKLY.

TUESDAY, AUGUST 17, 1886.

MR. S. N. CASTLE'S account of the visit of Commodore Ap Catesby Jones, which appears in this issue, is a most interesting contribution to the history of the Islands, and is well worthy the perusal of all who take an interest in them.

WHERE are the Finance Tables for last quarter. The quarter has been passed now over six weeks, and yet there appears no sign from the Finance Department.

THERE is one question which might have been asked by members of the Opposition when Mr. Attorney General Dare informed the House that he had come here at the "invitation of His Majesty."

THE wisecracks and those who nod their heads and know so much, prophesy that the Legislature will close its session in about a fortnight. There are some important measures, so far as the Government are concerned, which will have to be rushed through if the session is to close soon.

WITH the close of the session, if not before, will close the career of the alien Cabinet, and an entire reorganization of the public offices may be looked for.

THE New Extradition Treaty between the United States and Great Britain, the text of which came by the last mail is a step in advance. Unlike any previous treaty, it deals solely with extradition.

AN extradition treaty between this country and the United States would not be amiss and would save the Islands from becoming the home of certain scoundrels, who snap their fingers at those whom they have wronged, and who are quite ready to take any position under Government here, that may be offered them.

THE opening of the Canadian Pacific Line is likely to have an important effect not only on railway matters in the United States, but is also likely to have an influence on Hawaiian Affairs.

THE distance to be traveled may be compared as follows: From San Francisco to Pittsburgh via Ogden 2,888 miles.

AT Montreal passengers and freight strike ocean steamers, which by a voyage of 3,043 miles will carry them to Liverpool. On the other hand passengers and freight, when they reach Pittsburgh are still 444 miles from the ocean, at say, New York, and then they have a voyage of 3,450 miles before them, making a total distance of 6,762 miles, an excess of 824 miles, or a difference of at least two days and a half supposing the locomotives and steamers run at the same rate of speed.

THERE can be little doubt that very shortly a line of steamers will be running to Japan and China, from Port Moody. That will not affect us, save as it may injure San Francisco. But in the near future a line will be running from the Australian Colonies to the Dominion, and that undoubtedly will touch here, bringing us in almost as close connection with the Canadian Colonies as we are at present with the Great Republic.

of the banana shippers they can't do anything else but ship by the steamers and they get treated accordingly.

A little wholesome competition will do no harm; we are quite prepared however, to be told by the Government organ that such sentiments are treasonable.

On Thursday, 12th inst., the Minister of Interior presented a list of free water privileges, in reply to a question by Rep. Cecil Brown.

The first item relates to the Government buildings, and is set down at \$100. The second is Roads and Bridges, Stables \$250; perhaps the Minister might like to rise and explain this.

Further on we find three charges amounting to \$370 remitted to the Palace. Again seven charges amounting to \$460 remitted to His Majesty the King, and \$85 to Her Majesty the Queen, making \$815 per annum; if to these be added the mysterious \$250 quoted above, we have \$1,065 per annum. The whole list of privileges amounts to \$4,040.

The schools, fire department, hospitals, public offices, etc., ought to be assessed according to the size of delivery pipe, and the rates paid from the various funds from which each institution is supported.

This exemption of public institutions from public or general rates is only taking money out of one public pocket to put it into the other, and leads to a confusion of accounts and delusions as to the merits of each individual case.

The suburbs of this city are utterly unprotected as far as police are concerned. The people out Palama way, or on the Plains, or in the upper part of Nuuanu Valley might all be murdered, or might have their houses looted without the slightest notice being taken by police.

LOAN or no loan, that is the question. A while ago the Government organ, then edited by Mr. Creighton, the present Minister of Foreign Affairs, was very eager that a loan should be contracted for public works, and devoted a considerable amount of space to setting forth the advantage to be obtained from a loan.

Why this change of tone should come about is only known to those who have a little the inside track. The real inwardness of the matter is that there is now another Richmond in the field, besides the one who formerly had it all his own way.

As a fact we object and have always objected to a loan being contracted with any one. The country could be run on its income, and money might have been judiciously expended upon improvements.

A GREAT deal of time that might have been put to a better use has been consumed by the House of Representatives, as to the legality or the reverse, of the seat of Mr. Kekoa, self-styled member for Puna.

THE opening of the Canadian Pacific Line is likely to have an important effect not only on railway matters in the United States, but is also likely to have an influence on Hawaiian Affairs.

THE distance to be traveled may be compared as follows: From San Francisco to Pittsburgh via Ogden 2,888 miles. From Port Moody to Montreal by Canadian Pacific, 2,866 miles.

AT Montreal passengers and freight strike ocean steamers, which by a voyage of 3,043 miles will carry them to Liverpool. On the other hand passengers and freight, when they reach Pittsburgh are still 444 miles from the ocean, at say, New York, and then they have a voyage of 3,450 miles before them, making a total distance of 6,762 miles, an excess of 824 miles, or a difference of at least two days and a half supposing the locomotives and steamers run at the same rate of speed.

THERE can be little doubt that very shortly a line of steamers will be running to Japan and China, from Port Moody. That will not affect us, save as it may injure San Francisco. But in the near future a line will be running from the Australian Colonies to the Dominion, and that undoubtedly will touch here, bringing us in almost as close connection with the Canadian Colonies as we are at present with the Great Republic.

In the course of a short speech on Tuesday afternoon, one member recited a little list of the number of Government servants in the House, somewhat as follows: "there were in the present Assembly nine tax assessors, three judges, four deputy sheriffs, one road supervisor in-chief, the Postmaster-General, the Marshal, the Clerk of the Board of Health, and an officer of the standing army."

These are the reliable votes. The Ministry can afford to throw one of them overboard; hence the recommendation in the organ; perhaps when the newly imported Ministers begin to know persons and places so that they may be able to debate the questions brought before them with some degree of intelligence and information, they may possibly be able to avoid either the enlisting or discharging of such a partisan as Mr. Kekoa.

The records of this session—any more than the last—will not be pleasant reading for the friends of HAWAII.

In the course of an argument which took place in the Legislature on Tuesday last, it was proposed that the appointment of tax assessors be taken from the Minister of Finance and vested in "the King in Cabinet Council." Rep. Dickey moved an amendment to the effect that after the word "Kingdom," should be inserted the words "from the residents of such district," with the very laudable view of making such assessor a resident of the district he was to assess, or in other words limiting the appointment of assessor to a choice among the residents in his district.

A curious illustration of the principle striven for by the Government party was given on the same day, as follows: Mr. Dickey would ask the Minister of Interior why, with all his love for the Hawaiians, he had imported two lawyers from California, and selected a white man who had only been in the country a year and a half, to fill positions in the Cabinet?

Mr. Gibson can be mean enough to say "it was not I, but the King," who made an appointment eminently unsuitable and therefore unpopular.

His Excellency the Attorney-General of course, came forward like a man in self-defence. "He was in the Kingdom on the invitation of His Majesty the King," could any born Hawaiian say as much? This is a very important statement. A foreign gentleman arrives in this Kingdom by invitation of the King, he says, and is, shortly after arrival, installed in the Cabinet. His, the foreigner's parents had contributed their ten cents towards maintaining the missionaries, some of whose descendants now sat in the House.

But however, by accident of birth or otherwise, the present Attorney-General holds his post—indeed entered the Kingdom by invitation of the King. The bar of Hawaii, presumably does not write the name of one capable man on its rolls. His other Excellency, of the Foreign Office, also came into the Kingdom by invitation, not of King Kalakaua, but both were in the service of the same gentleman.

After all, perhaps Rep. Thurston's question, "under which King?" was inconveniently apposite!

IN THE LOBBY.

If there's a hole in a' your coats I rede ye tent it. A chief's amang ye takin' notes And faith he'll print it.

"Which Majesty?" says Thurston. My dear boy in a few days, so rumor goes, there will be another Richmond in the field. Just "trust in Providence and keep your powder dry."

I looked over the Bulletin on the 13th inst., and saw therein the editorial statement that, "the political parentage of a Ministry is considered a legitimate subject of inquiry." True, but suppose nobody owned a pen and they hardly dared to tell the story of their illegitimacy, are they not apt to kick at inquiry? You bet!

How I spiled when Kekoa Dare made his statement of having contributed some ten cent pieces towards providing for the transport of certain "missionary" people to these Islands. Why, in the days of the said people, the loquacious Attorney-General did not have a shirt to his back, and I am not the only one that knows this.

And, by the way, even if the parents of the said Dare did contribute their mite, to the good cause, is not he, as their representative, collecting the interest and principal at the rate of \$500 per month? Selah, Dare!

Gibson, it is true need to have nerve and has some left yet; but, I did not think that he would ever throw off on the "old man" the way he did. Why, that act, in its boldness, knocked me as sily as L. M. M.'s poetry.

And Creighton? Well, he lost his voice in the emergency, I mean in the wordy war between Thurston, Dole, Dickey, Gibson and Dare. He was paralyzed and was truly, for the time being, a political infant perdu.

Spreckels? Spreckels? I have heard that name before! Yes, come to think of it that is the name on the bills which are so freely taken at the Government Treasury. Now I would like nothing better than to have the privilege of circulating bank bills, of my own, I think I could then loan a little money.

Kekoa is approaching the end of his political life, and his death is expected daily. He was smart enough to draw his salary, \$500, and the best security that could be made with regard to the expenditure might be, "steal."

Rumors are still rife about changes to be made in several positions under political patronage, but, you just pay attention to my gentle warning when I say that, "the Ministerial quartette will end their political existence, swanlike, engaged in their own music." The Wilder deception will be paralleled.

I think the Genealogy Board has important duties to perform. No doubt it is desirable to look up these matters, for they are somewhat shady; but, sakes alive, mere patriotism ought to inspire the exertions of the Board. I would pro-

pose that Kaulukou take up the work during his leisure hours. No filthy dross to be paid out, but the researches made out of pure love of country. How many will join the Marshal free, gratis, and for nothing? Don't all speak at once.

I hear that a gentleman, a gentleman of a London bankers is now in town, and is prepared to advance, or supply, \$200,000 in gold, not silver, to assist in making permanent and progressive improvements, taking six per cent Government bonds therefor. Army, navy and genealogy schemes don't go, however, and the loan may not be accepted.

I expect to see, in the near future, a new man in the Cabinet, he will be an Hawaiian subject, and most probably a lawyer from California. I do not dare to say more just now.

I have been kind of lost this session with regard to the free lunches, I can't get in with the rest of the boys. Last session the Ministerial Restaurant, near the Music Hall, was a place that one could easily drop into. Now I have scraped my knuckles twice on the Palace gates to obtain a lunch. I am afraid to go often as I am too much inquired after.

Now Mr. Editor, let me ask you what has become of the Lanai matter and also the Molokai investigations? I have not heard any report yet, have you?

Dickey is a daisy? You ought to have been present the other day when he stated that "love for Hawaiians" produced the asthmatic Premier. And how hugely he enjoyed the rumpus that followed. The only thing that I don't like Dickey for is, that he writes poetry.

Micheli is acquitted—Abnua is not guilty—Ah Choy is spotted; but what about that valisette of opium which was displayed in open Court. To whom did it belong? I should really like to know. Maybe the opium was bogus?

Entre nous, that is, between us and your readers, allow me to tell you that there is a cause for the very near future. An explanation and settlement is required for non-compliance with a clause in the treaty of 1858. The present Minister of Foreign Affairs will probably write an article on the subject in the near future, while his successor will arrange matters with France.

Special Notices.

DR. WHITNEY'S DENTAL ROOMS will be closed from August 10th to September 13th, 1886. [1124 2]

MR. W. F. ALLEN. Has an office with Messrs. Bishop & Co., corner of Merchant and Kaahumanu Streets, and he will be pleased to attend to any business entrusted to him. 1109 6m

MR. W. C. PARKE. Has an Office over Messrs. Bishop & Co.'s Bank, corner Merchant and Kaahumanu Sts., and will be happy to attend to any business entrusted to his care. 1086 6m

THIS PAPER is kept on file at E. C. DAKES' Advertising Agency, 64 and 65 Merchants' Exchange, San Francisco, Cal., where contracts for advertising can be made for it. 1056

New Advertisements.

Auction Sale VALUABLE REAL ESTATE Live Stock, Household Furniture, Etc. I have received instructions from REV. JAS. ALEXANDER to sell at Public Auction at his residence at Hailu, Makawao, Maui, on Thursday, Sept. 2, 1886, AT 10 O'CLOCK A. M. The Homestead Property Situate within one mile of Hailu, Makawao, Maui, consisting of 229 acres valuable grazing and farming land, all thoroughly fenced, and with an unfailing supply of water, utilized by 6,000 feet water piping. Also, a LARGE DWELLING HOUSE, with carriage house, out-houses, etc., complete. There are about 20 acres Eucalyptus trees on the land, and it has been further improved by the planting of imported grasses, altogether forming a very desirable investment. Also, 28 acres land and good cottages, situate at "Ollinda," on the mountain slope of Haleakala—a delightful summer residence, 5,000 feet above sea level. I will also sell, at same time and place, a choice assortment of CATTLE, HORSES, and HOUSEHOLD FURNITURE, for particulars of which see posters. SAM. F. CHILLINGWORTH, Auctioneer. 1127-21

NOTICE IS HEREBY GIVEN that EDWARD H. BAILEY, of Makawao, Maui, and LOREN A. THURSTON, of Honolulu, Oahu, are carrying on business at said Makawao, as co-partners in the stock farm, dairy and general ranch business, under the firm name of the Haleakala Ranch Company. E. H. BAILEY, L. A. THURSTON. Honolulu, August 10, 1886. 1127-21

THIS IS TO CERTIFY THAT William H. Cummings, William H. Daniels and W. B. KEANE, all of Waialua, Maui, are doing business in said Waialua as co-partners in the buying and selling of Merchandise and general retail store business, under the firm name of W. H. DANIELS & CO. W. H. CUMMINGS, W. H. DANIELS, W. B. KEANE. Waialua, Maui, July 24, 1886. 1125-24

THE CO PARTNERSHIP HEREBY existing between J. REINHARDT, SR., and A. TODD, under the name and style of REINHARDT & TODD, doing business in Hilo as hatters and saddle makers, is this day dissolved by mutual consent. The affairs of the late firm will be settled by J. REINHARDT, SR., who is alone authorized to receive money and receipt bills due the firm, and who will carry on the business under the name and style of J. REINHARDT, SR. J. REINHARDT, SR., W. A. TODD. Hilo, August 13, 1886. 1127-21

NOTICE IS HEREBY GIVEN that EDWARD H. BAILEY, of Makawao, Maui, and LOREN A. THURSTON, of Honolulu, Oahu, are carrying on business at said Makawao, as co-partners in the stock farm, dairy and general ranch business, under the firm name of the Haleakala Ranch Company. E. H. BAILEY, L. A. THURSTON. Honolulu, August 10, 1886. 1127-21

THIS IS TO CERTIFY THAT William H. Cummings, William H. Daniels and W. B. KEANE, all of Waialua, Maui, are doing business in said Waialua as co-partners in the buying and selling of Merchandise and general retail store business, under the firm name of W. H. DANIELS & CO. W. H. CUMMINGS, W. H. DANIELS, W. B. KEANE. Waialua, Maui, July 24, 1886. 1125-24

THE CO PARTNERSHIP HEREBY existing between J. REINHARDT, SR., and A. TODD, under the name and style of REINHARDT & TODD, doing business in Hilo as hatters and saddle makers, is this day dissolved by mutual consent. The affairs of the late firm will be settled by J. REINHARDT, SR., who is alone authorized to receive money and receipt bills due the firm, and who will carry on the business under the name and style of J. REINHARDT, SR. J. REINHARDT, SR., W. A. TODD. Hilo, August 13, 1886. 1127-21

NOTICE IS HEREBY GIVEN that EDWARD H. BAILEY, of Makawao, Maui, and LOREN A. THURSTON, of Honolulu, Oahu, are carrying on business at said Makawao, as co-partners in the stock farm, dairy and general ranch business, under the firm name of the Haleakala Ranch Company. E. H. BAILEY, L. A. THURSTON. Honolulu, August 10, 1886. 1127-21

THIS IS TO CERTIFY THAT William H. Cummings, William H. Daniels and W. B. KEANE, all of Waialua, Maui, are doing business in said Waialua as co-partners in the buying and selling of Merchandise and general retail store business, under the firm name of W. H. DANIELS & CO. W. H. CUMMINGS, W. H. DANIELS, W. B. KEANE. Waialua, Maui, July 24, 1886. 1125-24

THE CO PARTNERSHIP HEREBY existing between J. REINHARDT, SR., and A. TODD, under the name and style of REINHARDT & TODD, doing business in Hilo as hatters and saddle makers, is this day dissolved by mutual consent. The affairs of the late firm will be settled by J. REINHARDT, SR., who is alone authorized to receive money and receipt bills due the firm, and who will carry on the business under the name and style of J. REINHARDT, SR. J. REINHARDT, SR., W. A. TODD. Hilo, August 13, 1886. 1127-21

NOTICE IS HEREBY GIVEN that EDWARD H. BAILEY, of Makawao, Maui, and LOREN A. THURSTON, of Honolulu, Oahu, are carrying on business at said Makawao, as co-partners in the stock farm, dairy and general ranch business, under the firm name of the Haleakala Ranch Company. E. H. BAILEY, L. A. THURSTON. Honolulu, August 10, 1886. 1127-21

THIS IS TO CERTIFY THAT William H. Cummings, William H. Daniels and W. B. KEANE, all of Waialua, Maui, are doing business in said Waialua as co-partners in the buying and selling of Merchandise and general retail store business, under the firm name of W. H. DANIELS & CO. W. H. CUMMINGS, W. H. DANIELS, W. B. KEANE. Waialua, Maui, July 24, 1886. 1125-24

THE CO PARTNERSHIP HEREBY existing between J. REINHARDT, SR., and A. TODD, under the name and style of REINHARDT & TODD, doing business in Hilo as hatters and saddle makers, is this day dissolved by mutual consent. The affairs of the late firm will be settled by J. REINHARDT, SR., who is alone authorized to receive money and receipt bills due the firm, and who will carry on the business under the name and style of J. REINHARDT, SR. J. REINHARDT, SR., W. A. TODD. Hilo, August 13, 1886. 1127-21

NOTICE IS HEREBY GIVEN that EDWARD H. BAILEY, of Makawao, Maui, and LOREN A. THURSTON, of Honolulu, Oahu, are carrying on business at said Makawao, as co-partners in the stock farm, dairy and general ranch business, under the firm name of the Haleakala Ranch Company. E. H. BAILEY, L. A. THURSTON. Honolulu, August 10, 1886. 1127-21

THIS IS TO CERTIFY THAT William H. Cummings, William H. Daniels and W. B. KEANE, all of Waialua, Maui, are doing business in said Waialua as co-partners in the buying and selling of Merchandise and general retail store business, under the firm name of W. H. DANIELS & CO. W. H. CUMMINGS, W. H. DANIELS, W. B. KEANE. Waialua, Maui, July 24, 1886. 1125-24

THE CO PARTNERSHIP HEREBY existing between J. REINHARDT, SR., and A. TODD, under the name and style of REINHARDT & TODD, doing business in Hilo as hatters and saddle makers, is this day dissolved by mutual consent. The affairs of the late firm will be settled by J. REINHARDT, SR., who is alone authorized to receive money and receipt bills due the firm, and who will carry on the business under the name and style of J. REINHARDT, SR. J. REINHARDT, SR., W. A. TODD. Hilo, August 13, 1886. 1127-21

NOTICE IS HEREBY GIVEN that EDWARD H. BAILEY, of Makawao, Maui, and LOREN A. THURSTON, of Honolulu, Oahu, are carrying on business at said Makawao, as co-partners in the stock farm, dairy and general ranch business, under the firm name of the Haleakala Ranch Company. E. H. BAILEY, L. A. THURSTON. Honolulu, August 10, 1886. 1127-21

THIS IS TO CERTIFY THAT William H. Cummings, William H. Daniels and W. B. KEANE, all of Waialua, Maui, are doing business in said Waialua as co-partners in the buying and selling of Merchandise and general retail store business, under the firm name of W. H. DANIELS & CO. W. H. CUMMINGS, W. H. DANIELS, W. B. KEANE. Waialua, Maui, July 24, 1886. 1125-24

THE CO PARTNERSHIP HEREBY existing between J. REINHARDT, SR., and A. TODD, under the name and style of REINHARDT & TODD, doing business in Hilo as hatters and saddle makers, is this day dissolved by mutual consent. The affairs of the late firm will be settled by J. REINHARDT, SR., who is alone authorized to receive money and receipt bills due the firm, and who will carry on the business under the name and style of J. REINHARDT, SR. J. REINHARDT, SR., W. A. TODD. Hilo, August 13, 1886. 1127-21

NOTICE IS HEREBY GIVEN that EDWARD H. BAILEY, of Makawao, Maui, and LOREN A. THURSTON, of Honolulu, Oahu, are carrying on business at said Makawao, as co-partners in the stock farm, dairy and general ranch business, under the firm name of the Haleakala Ranch Company. E. H. BAILEY, L. A. THURSTON. Honolulu, August 10, 1886. 1127-21

Legal Advertisements

SUPREME COURT OF THE HAWAIIAN ISLANDS.—In Probate. In the matter of the estate of WARREN EUGENE GALLIHAN, of Honolulu, Oahu, deceased, Intestate. Before Mr. Justice Preston.

On reading and filing the Petition of CLARENCE W. ASHFORD, of Honolulu, Oahu, alleging that Warren Eugene Gallihan, of said Honolulu, died intestate at the Samoan Kingdom, on or about the 25th day of June, 1886, as he is informed on credible authority and verily believes, and praying that letters of administration issue to said Clarence W. Ashford. It is ordered that THURSDAY, the 30th day of September, A. D. 1886, at 10 o'clock A. M. be and hereby is appointed for hearing said petition before the said Justice, in the Court Room of the Supreme Court at Honolulu, at which time and place all persons concerned may appear and show cause, if any they have, why said petition should not be granted, and that this order be published in the English language for three successive weeks in the HAWAIIAN GAZETTE newspaper in Honolulu, and that pending such hearing, said Clarence W. Ashford be and is hereby appointed temporary administrator of said estate, upon an approved bond of \$200.

Dated Honolulu, August 11th, 1886. EDWARD PRESTON, Justice of the Supreme Court. 1127-31

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT OF THE HAWAIIAN KINGDOM.—KALAKAUA, By the Grace of God, of the Hawaiian Islands, KING: To the Marshal of the Kingdom, or his Deputy—Greeting:

You are hereby commanded to summon FRANK SEARS, Defendant, in case he shall file written answer within twenty days after service hereof to be and appear before the Circuit Court at the June Term thereof, to be held at the Court Room, of the Court House, Waialua, in the Island of MAUI, on TUESDAY, the 1st day of June next, at 10 o'clock A. M., to show cause why the claim of LIUKA (w.) Plaintiff, should not be awarded her pursuant to the tenor of her annexed petition.

And have you then there this writ, with full return of your proceedings thereon. Witness, HON. A. FRANCIS JUDD, Chief Justice of our Supreme Court, at Honolulu, this 29th day of April, A. D. 1886. GEO. E. RICHARDSON, Clerk Second Circuit Court.

Diligent search having been made on the within-mentioned Frank Sears, he can not be found here as he is out of the Kingdom. And I hereby return this summons not served. JOHN H. SOPER, Marshal.

Honolulu, May 10th, 1886. I certify that the foregoing is a true copy of the summons in said cause and the return of the Marshal thereon, and that said Court, at the June Term, 1886, ordered that an attested copy of said summons be published as required by law. Witness my hand and the seal of said Court at Waialua, Maui, this 4th day of May, 1886. GEO. E. RICHARDSON, Clerk Second Circuit Court. 1119-61

IN THE SUPREME COURT OF THE HAWAIIAN KINGDOM.—KALAKAUA, By the Grace of God, of the Hawaiian Islands, KING: To the Marshal of the Kingdom, or his Deputy—Greeting:

You are hereby commanded to summon ADOLPH BRUGER, Defendant, in case he shall file written answer within twenty days after service hereof to be and appear before the Supreme Court at the July Term thereof, to be held at the Court Room, of the Court House, Honolulu, in the Island of OAHU, on MONDAY, the 5th day of July next, at 10 o'clock A. M., to show cause why the claim of KATHARINE M. Plaintiff, should not be awarded her pursuant to the tenor of her annexed petition.

And have you then there this writ, with full return of your proceedings thereon. Witness, HON. A. FRANCIS JUDD, Chief Justice of our Supreme Court, at Honolulu, this 17th day of April, A. D. 1886. HENRY SMITH, Deputy Clerk.

A diligent search having been made on the within-mentioned Adolph Bruger, but he cannot be found, as he is out of the Kingdom, and I hereby return this summons and petition not served. JOHN H. SOPER, Marshal.

Honolulu, June 25th, 1886. I certify that the foregoing is a true copy of the summons in said cause and the return of the Marshal thereon, and that said Court, at the July Term, 1886, ordered that the case stand continued until the next October Term, and that an attested copy of said summons be published as required by law. Witness my hand and the seal of said Court at Honolulu, this 2nd day of August, 1886. WILLIAM FOSTER, Clerk. 1125-61

IN THE SUPREME COURT OF THE HAWAIIAN KINGDOM.—KALAKAUA, By the Grace of God, of the Hawaiian Islands, KING: To the Marshal of the Kingdom, or his Deputy—Greeting:

You are hereby commanded to summon CHUN LOCK (Ch.) Defendant, in case he shall file written answer within twenty days after service hereof to be and appear before the Supreme Court at the July Term thereof, to be held at the Court Room, of the Court House, Honolulu, in the Island of OAHU, on MONDAY, the 5th day of July next, at 10 o'clock A. M., to show cause why the claim of HAINA (w.) Plaintiff, should not be awarded her pursuant to the tenor of her annexed petition.

And have you then there this writ, with full return of your proceedings thereon. Witness, HON. A. FRANCIS JUDD, Chief Justice of our Supreme Court at Honolulu, this 10th day of June, A. D. 1886. HENRY SMITH, Deputy Clerk.

A diligent search having been made on the within-mentioned Chun Lock, but he cannot be found, as he is out of the Kingdom, and I hereby return this summons and petition annexed not served. JOHN H. SOPER, Marshal.

Honolulu, June 10th, 1886. I certify that the foregoing is a true copy of the summons in said cause and the return of the Marshal thereon, and that said Court, at the July Term, 1886, ordered that the case stand continued until the next October Term, and that an attested copy of said summons be published as required by law. Witness my hand and the seal of said Court at Honolulu, this 7th day of July, 1886. WILLIAM FOSTER, Clerk. 1122-61

IN THE SUPREME COURT OF THE HAWAIIAN ISLANDS.—To JOHN H. SOPER, Esq., Marshal of the Hawaiian Islands, or his Deputy, Greeting:

You are commanded, by order of the Honorable A. F. Judd, Chief Justice of the Supreme Court, to summon LEE WING KEE, otherwise known as MAU KAU, of Naelehu, Kauai, Hawaii, Defendant, to be and appear before him, the aforesaid Chief Justice, of his Chambers in Oahu, on FRIDAY, the 1st day of May next, at 10 o'clock A. M., to show cause why the prayer of Wing Wo Tai, Complainant, should not be granted, pursuant to the tenor of their bill of complaint hereto annexed.

And have you then there this writ, with full return of your proceedings thereon. Witness, HON. A. FRANCIS JUDD, Chief Justice of the Supreme Court, at Honolulu, this 4th day of May, A. D. 1886. HENRY SMITH, Deputy Clerk.

I certify that the foregoing is a true copy of the summons in said cause; and that said Court has this day ordered publication thereof. Witness my hand and the seal of said Court this 5th day of May, 1886. WILLIAM FOSTER, Clerk. 1118-104

Mortgagee's Notice of Foreclosure & of Sale. IN ACCORDANCE WITH A POWER of sale contained in a certain mortgage made by Kamaeole and S. L. Kawilo, her husband, to S. B. Dole, dated the 17th day of March, A. D. 1884, recorded in Liber 74, page 60. Notice is hereby given that said mortgagee intends to foreclose said mortgage, for condition broken, and upon said foreclosure will sell at public auction, at the salesroom of E. J. Adams & Co., in Honolulu, on MONDAY, the 30th day of August, 1886, at 12 M. of said day, the premises described in said mortgage as below specified.

Further particulars can be had of W. CASTLE, Attorney-at-Law. S. B. DOLE, Mortgagee.

Premises to be sold are: 1st.—All that tract of land situate at Waialua, Kauai, described in Royal Patent No. 7080 to Honolulu, containing an area of 5.95-100 acres. 2nd.—All that tract of land situated at said Waialua, described in Royal Patent No. 9940 to Papaia, containing an area of 7.8-10 acres. 3rd.—All that tract of land situated at said Waialua, described in Royal Patent 6569 to Kahaku, containing an area of 5.85-100 acres. 1128-41

Mortgagee's Notice of Intention to Foreclose and of Sale. IN ACCORDANCE WITH A POWER of sale contained in a certain mortgage made by Jonathan Kupua of Koolanoloa, Oahu, to W. A. Kinney, dated June 2nd, 1885, recorded in the Hawaiian Registry of Conveyances in Honolulu, on pages 284 and 285. Notice is hereby given that said mortgagee intends to foreclose said mortgage, for condition broken, and upon said foreclosure will sell at public auction, at the Salesroom of E. J. Adams & Co., in Honolulu, Oahu, on SATURDAY, the 1st day of August, 1886, at 12 o'clock noon, the premises as described in said mortgage and more fully set forth below. For further particulars

Supreme Court of the Hawaiian Islands-- In Banco, July Term, 1886.

JOHN M. HORNOR vs. CLAUD SPRECKELS.

BEFORE JUDD, C. J., MCCULLY AND PRESTON, J. J. Opinion of the Court by PRESTON, J.

On exception to the ruling of McCully J. on trial.

This is an action of assumpsit and was tried before McCully J. and a foreign jury, at the last April term, when the plaintiff was nonsuited.

The plaintiff claims the sum of \$31,902.82 for damages accruing to him for a breach of contract as set out in the declaration.

The declaration states that the defendant, on the 19th January, 1880, agreed with one William Y. Horner, that in consideration that said W. Y. Horner should, for the term of seven years thereafter, plant each year, at least 200 acres of sugar cane for the defendant upon the Island of Maui, upon certain lands designated by the said agreement, and cultivate, irrigate and strip the said cane, and deliver the same to the defendant during the season when the cutting of cane is going on, and when the defendant should be ready to receive and grind the same, and perform other covenants set forth in said agreement, the defendant would furnish to said William Y. Horner from defendant's upper ditch such supply of water as in the opinion of the defendant or his agent should be sufficient for the said W. Y. Horner to carry out the terms of said agreement, and in case of a breakage of said upper ditch, or of excessive drought in the vicinity of said ditch, or if from any other cause the water should be low therein, the defendant would furnish said W. Y. Horner, from such ditch such a quantity of water as should be the fair proportion to be distributed to him for the irrigation of the said land, in the opinion of the defendant or his agent, regard being had to the quantity of water flowing in said ditch and the quantity of land to be irrigated thereby. And that the defendant would grind and manufacture said cane into sugar, and deliver to W. Y. Horner one half of said sugar during the first year of said term, and one third thereof thereafter.

The declaration then alleges an assignment by W. Y. Horner to the plaintiff, (with the assent of defendant) of an undivided half of his interest in said agreement, and that thereafter, with the knowledge and assent of defendant, the interests of said W. Y. Horner and plaintiff were divided and the lands cultivated separately.

BECAUSE: That from and after the fourth of March, 1883, the defendant did not furnish for irrigation of said land, planted and cultivated with sugar cane separately by plaintiff, such supply of water from defendant's said upper ditch or from any other source, as in the opinion of defendant or his agent was sufficient to enable the plaintiff to carry out the terms of said agreement, as applicable to him, and that there was no breakage of said upper ditch, or excessive drought in the vicinity of defendant or any other cause whereby the water of said upper ditch was low during such time as the defendant failed to furnish sufficient water as aforesaid, whereby the plaintiff sustained damages, etc.

Averment of performance of conditions, etc.

At the trial the agreement was produced and it contains the following stipulation:

"II. During the term of this agreement said party of the second part, (W. Y. Horner) shall during each year of the term created by this agreement seed and plant anew, at least 200 acres of the land described, with sugar cane, unless the so doing shall be waived in writing by said party of the first part." (the defendant.)

No evidence was given of any waiver in writing of this part of the agreement, but evidence was given by W. Y. Horner, that "by the earnest solicitation of the defendant, we planted 500 acres instead of 200 first year, also that defendant and his superintendents and manager did not object to the plaintiff cultivating rattoons instead of planting anew.

The plaintiff gave similar testimony, and it may be taken as proven, that the plaintiff's cane suffered from an insufficiency of water.

The plaintiff admitted that, except about sixty acres, (being all the land he could obtain) no cane was planted after the first year.

The defendant's agent and manager was not called by the plaintiff.

At the conclusion of the plaintiff's case, counsel for defendant applied for a nonsuit on the following grounds:

1st. The plaintiff on his own showing, has not complied with the contract by planting anew two hundred acres of cane each year, or shown any consent in writing for a modification of the contract in this particular.

2d. Plaintiff has not proved that defendant has not furnished sufficient water, in the opinion of defendant's agent to enable him to carry out the terms of the contract.

The Court nonsuited the plaintiff, who duly excepted, and the exceptions were argued on the 10th inst.

S. B. Dole (Jona. Austin with him) for plaintiff.

The contract in this case is a continuing contract to extend over seven years, the planting of the 200 acres a year is not a condition precedent to the furnishing water for what cane is on the ground, the cane growing during second year should be watered during that year until harvest.

It is not universally true that a party to a contract who has himself failed to perform some of its provisions, is thereby precluded from recovering damages for a breach committed by the other party. The question in such cases, is whether the stipulation which the plaintiff has failed to observe was a condition precedent to the performance by the defendant, and whether it is of that character or not, depends upon the general scope and intention of the agreement, to be gathered from its several provisions.

Tipton vs. Feltner, 20 N. Y. 423.

The furnishing of water is not dependent or conditional upon the planting of 200 acres anew each year, and if by reason of failure of defendant to furnish water, the plaintiff has suffered loss he may recover damages for the breach.

But in this case the plaintiff has not in fact committed any breach, the contract on his part has been substantially fulfilled by planting within three years, the whole of the 600 acres, except the small portion occupied by the defendant's buildings which he refused, on request to remove, and if the case was not divided into three annual plantings, it was because the defendant urged the doing of it in advance of the time stipulated in the contract, and his act in so urging the planting operated as a waiver of the condition of two hundred acres a year.

Counsel further argued that the acts of defendant as his manager in not objecting to the ratoon crop, operated as a waiver, and that a party who has prevented a performance shall not be allowed to avail himself of the non-performance he has occasioned.

The plaintiff in good faith, relied upon the fairly implied promise that if he would put in as much cane as he could the first year, the so doing should not be taken advantage of by the defendant to his injury.

The defendant suffered and requested the plaintiff to go on after the time limited (the second year, 1881) and thus waived the forfeiture which he might have claimed.

Sinclair vs. Talmage, 35 Barb. 694.

The evidence shows substantial fulfillment of the condition to plant 200 acres each year by planting the whole 600 acres within the first three years.

The evidence shows that the plaintiff relied upon the acts and advice of the defendant and his agents to plant all he could and to raise rattoons, as waiving the condition requiring him to get possent in writing, to do what they all wanted done.

Any breach of that condition should have been taken advantage of by the defendant and the end of 1881, not having done so he is now limited to a claim for damages for non-performance as to time. No such claim has been made.

The non-performance as to time was caused by the acts of the defendant and his agents, which rendered strict performance impossible within the bounds of reason and common sense.

They cited in support of their contention: Fleming vs. Gilbert, 3 John. 581.

Friess vs. Hider, 24 N. Y. 363.

Stone vs. Sprague, 20 Barb. 515.

Mayor etc. of New York vs. Butler, 1 Barb. 325/37.

Young vs. Hunter, 6 N. Y. 208.

As to the second ground of nonsuit: The decision of Williams, (defendant's agent) as to the supply of water, was not made in good faith, it was made for the purpose of "freezing out" the Horners. He made his decision at once, on his arrival, without knowing anything about the work, except that he did not want the Horners there. The evidence shows clearly that Williams was an intelligent man, capable of forming a correct judgment, then it shows by undisputed capable witnesses that the water furnished was not sufficient, and it was not the opinion in good faith, of Williams, that it should be sufficient.

A new trial should be granted, because while

Williams decided that half of the water was enough for ratoon, there is nothing in the evidence to show that Williams thought there was enough to enable plaintiff to carry out the terms of the contract, and the defendant should be required to show this affirmatively.

McClure vs. Briggs, (Vermont) Albany L. J., March 20, 1886, p. 223, and cases there cited. Paul Neumann for the defendant.

Article II of the agreement is a condition precedent.

Performance is alleged but not proven. An attempt to prove waiver was made but it was not proven. It was not pleaded, and cannot be proved if allegation is made that the conditions precedent are fulfilled.

Ratcliff vs. Pemberton, 1 Esp. 35.

Higgins vs. Lee, 15 Mod. 600.

Chitty on Contracts, Sec. 1083.

Crookitt vs. Fletcher, 1 Hurst and N. 893.

The contract is of necessity in writing, falling within the statute of frauds. Such a contract cannot be rescinded, and rescission proven by parol testimony, but an alteration of the contract, creating new obligations, in fact making a new contract, must be in writing, within the statute.

Chitty on Contracts, 155.

Moore vs. Campbell, 23 L. J. Exch. 310. (S. C. 26, E. L. and E. 534.)

The contract for the planting anew of 200 acres every year, could only be waived in writing, and no waiver in writing was produced.

By the Court:—In this case no claim of forfeiture arises, and therefore the arguments and authorities used and cited by plaintiff's counsel on that point do not require our consideration.

The case was elaborately argued on behalf of the plaintiff, but in our opinion the points and law involved are quite elementary.

We are of opinion, and the plaintiff, by his declaration states, that the performance of article II of the agreement is a condition precedent.

It is unnecessary to consider the question whether the defendant has waived the performance of the condition precedent or not, because if there were any evidence of such waiver, by parol (which we greatly doubt) it would not affect this case.

The plaintiff has averred the performance of all conditions precedent, and has not relied on any such waiver as an excuse for non-performance, and therefore, according to all the fundamental rules of pleading he cannot be allowed to prove any such excuse or waiver.

The contract declared upon, is a contract required to be in writing, and can only be waived in writing. It is true that a performance of a written contract may be varied by parol, but this cannot be where the contract would not, by the statute of frauds have been valid if made by parol, and we therefore consider the defendant's contention on this point to be correct.

See Marshall vs. Lynn, 6 Meeson and Webs. 110, and cases cited by defendant.

Blood vs. Goodrich, 9 Wend. 68.

We are therefore of opinion that the nonsuit was properly ordered on this point.

On the second ground we are also of opinion that the nonsuit was right.

The burden was upon the plaintiff to prove that the water supplied was "sufficient in the opinion of the defendant or his agent." He has alleged it in the declaration and it is for him to prove it. He contends that the defendant's agent did not act in good faith. This is contrary to his averment, and could not be allowed to be proved under the pleadings.

See Worstall vs. Wood, 6 T. R. 710.

Butler vs. Tucker, 24 Wend. 447.

Walker vs. Orange, 16 Gray 193.

Walker vs. Tirrell, 101 Mass. 257.

The exceptions are overruled with costs.

S. B. Dole and Jona. Austin for plaintiff; Paul Neumann and F. M. Hatch for defendant.

Dated Honolulu, July 31, 1886.

Supreme Court of the Hawaiian Islands-- In Banco, July Term, 1886.

LEE AHLO AS FATHER AND NEXT FRIEND OF LEE NGACK A MINOR

vs.

MUNG HUI OTHERWISE AMING.

BEFORE JUDD, C. J., MCCULLY AND PRESTON, J. J. Opinion of the Court by PRESTON, J.

Exceptions from decision of McCully J.

This is an action of Ejectment brought to recover one undivided moiety of a piece of land situate in Waipio, Ewa, Island of Oahu.

At the trial before McCully Judge, and a Foreign Jury, at the last April Term of the Court, the plaintiff proved title by purchase from one Kalukini (K), a son and one of the heirs at law of Hanuina the Patentee of the land.

The defendant claimed title under one Alali the eldest son of the Patentee who claimed under an alleged unrecorded deed from his father, and which was said to have been burnt.

To prove the contents of the alleged deed, Alali was called and testified. (interalia) "The paper contained the following: 'I, hereby bequeath to you Alali my lands for you to have control over and to care for your younger brothers and to share with them the receipts of the land.'"

The defendant also called one Kalua, who was said to be one of the witnesses to the said deed, but he denied knowing anything about it, and denied having told the defendant's attorney that he did.

A verdict was rendered for the plaintiff and the defendant subsequently moved for a new trial on the ground that he was taken by surprise by Kalua's testimony.

The application was supported by an affidavit by Kalua, stating that he had been persuaded to give false testimony and that he saw the intestate execute the instrument, also by an affidavit by Mr. Magoon, defendant's attorney, to the effect that he relied upon Kalua's testimony, and had therefore sought for other testimony, and that if a new trial is granted he will be able to establish the contents of the instrument.

The motion for a new trial was denied and Exceptions were duly taken.

By the Court:—The evidence as to the execution of the alleged burnt instrument is very vague, even supposing the witness Kalua should testify as expected.

The testimony of Alali is presumptive that the instrument was a will, and as it was not proved within five years from the death of the testator it would have no effect against the heirs.

Upon a review of the whole testimony and considering that the witness Kalua is very illiterate, being unable to write, we are disposed to differ from the decision of the presiding Judge and therefore

The exceptions are overruled with costs.

W. R. Castle for Plaintiff; P. Neumann, J. A. Magoon and A. Rosa for Defendant.

Honolulu, July 31st, 1886.

The Pahala School.

EDITOR GAZETTE.—In your edition, July 27th, amongst a list of annual school examinations there appears an account of an examination at the Pahala, Kau, English School on the 16th July.

Now, Sir, as a resident of Pahala, within a short distance of the school, and having a knowledge generally of what is going on in the place, I give a full denial of the statement that such an examination as spoken of occurred, or that there were any friends of scholars there—in fact the whole statement is untruthful and imaginary, and was sent to your paper with an object which residents of this place understand.

An examination of the school was held on the 14th July, the results of which were very different to the flattering account of your correspondent. This is what Mr. G. Kimokea, the examining officer, says:—"The school consisted of twenty children. Small sums in addition were written on the black-board by the Principal, and answered very indifferently by a few of the scholars. Two hymns were sung and played by the Principal; a few of the children were examined in reading on one page—number 27 of the primer, and could repeat the page by rote. On trying them on previous and after pages they could not read a word; only seven out of the twenty children could read or spell, and then only small words of one syllable, the rest were not past the alphabet. Examination in arithmetic or geography, there was none. The principal part of the work done by the children was drill—marching and counter-marching. The standard of scholarship is the lowest of any school in the district."

This is a true and unvarnished statement of facts as given me by Mr. Kimokea, and I think you and your readers will agree with me, Sir, that it is a very poor showing for the school, and that the people who are desirous of educating their children are to be pitied; but such is our fix, and has been for between two and three years. It has been a perfect farce on the name of school, and, in the face of this, to have such a false and misleading statement appear is more than human patience can stand; I therefore take this opportunity to say to you, and to give prominence to this in your next issue, etc.—T. C. WILLS.

Pahala, Kau, Hawaii, Aug. 7, 1886.

General Advertisements.

W. S. LUCE,

Wine & Spirit Merchant

MERCHANT STREET,

(CAMPBELL'S BLOCK)

Has on Hand and Offers For Sale

To the Trade and Public, the Best Brands of

ALES, WINES & SPIRITS.

Special attention is drawn to the Celebrated

ALES & PORTERS of

H. & J. Burke's

McKENNA'S

KENTUCKY WHISKEYS

—AND—

L. DELMONICO'S CHAMPAGNES.

Orders Filled with Promptness and at the usual Prices

for any of the Brands of

Gins, Brandies, Whiskeys

OR BITTERS,

USUALLY OBTAINED IN THIS MARKET.

An experience of several years in the WINE & SPIRIT Business is a guarantee that the interests of customers will be properly served. 1107 1mo

CRYSTAL SODA WORKS

Our Goods are Acknowledged the Best!

NO CORKS

We Use Patent Stoppers

In all our Bottles. Families Use no

Ginger Ale but ours

CHILDREN CRY FOR

OUR SODA WATER

We deliver our Goods Free of Charge to all parts of the City.

Careful attention paid to Island Orders: Address

The Crystal Soda Works,

P. O. BOX 397. HONOLULU, H. I.

OUR TELEPHONE IS NO. 298.

Orders left with Benson, Smith & Co., No. 11 Fort Street, will be received with attention. 1121 3m

Supreme Court of the Hawaiian Islands-- In Banco, July Term, 1886.

LEE AHLO AS FATHER AND NEXT FRIEND OF LEE NGACK A MINOR

vs.

MUNG HUI OTHERWISE AMING.

BEFORE JUDD, C. J., MCCULLY AND PRESTON, J. J. Opinion of the Court by PRESTON, J.

Exceptions from decision of McCully J.

This is an action of Ejectment brought to recover one undivided moiety of a piece of land situate in Waipio, Ewa, Island of Oahu.

At the trial before McCully Judge, and a Foreign Jury, at the last April Term of the Court, the plaintiff proved title by purchase from one Kalukini (K), a son and one of the heirs at law of Hanuina the Patentee of the land.

The defendant claimed title under one Alali the eldest son of the Patentee who claimed under an alleged unrecorded deed from his father, and which was said to have been burnt.

To prove the contents of the alleged deed, Alali was called and testified. (interalia) "The paper contained the following: 'I, hereby bequeath to you Alali my lands for you to have control over and to care for your younger brothers and to share with them the receipts of the land.'"

The defendant also called one Kalua, who was said to be one of the witnesses to the said deed, but he denied knowing anything about it, and denied having told the defendant's attorney that he did.

A verdict was rendered for the plaintiff and the defendant subsequently moved for a new trial on the ground that he was taken by surprise by Kalua's testimony.

The application was supported by an affidavit by Kalua, stating that he had been persuaded to give false testimony and that he saw the intestate execute the instrument, also by an affidavit by Mr. Magoon, defendant's attorney, to the effect that he relied upon Kalua's testimony, and had therefore sought for other testimony, and that if a new trial is granted he will be able to establish the contents of the instrument.

The motion for a new trial was denied and Exceptions were duly taken.

By the Court:—The evidence as to the execution of the alleged burnt instrument is very vague, even supposing the witness Kalua should testify as expected.

The testimony of Alali is presumptive that the instrument was a will, and as it was not proved within five years from the death of the testator it would have no effect against the heirs.

Upon a review of the whole testimony and considering that the witness Kalua is very illiterate, being unable to write, we are disposed to differ from the decision of the presiding Judge and therefore

The exceptions are overruled with costs.

W. R. Castle for Plaintiff; P. Neumann, J. A. Magoon and A. Rosa for Defendant.

Honolulu, July 31st, 1886.

General Advertisements.

W. S. LUCE,

Wine & Spirit Merchant

MERCHANT STREET,

(CAMPBELL'S BLOCK)

Has on Hand and Offers For Sale

To the Trade and Public, the Best Brands of

ALES, WINES & SPIRITS.

Special attention is drawn to the Celebrated

ALES & PORTERS of

H. & J. Burke's

McKENNA'S

KENTUCKY WHISKEYS

—AND—

L. DELMONICO'S CHAMPAGNES.

Orders Filled with Promptness and at the usual Prices

for any of the Brands of

Gins, Brandies, Whiskeys

OR BITTERS,

USUALLY OBTAINED IN THIS MARKET.

An experience of several years in the WINE & SPIRIT Business is a guarantee that the interests of customers will be properly served. 1107 1mo

CRYSTAL SODA WORKS

Our Goods are Acknowledged the Best!

NO CORKS

We Use Patent Stoppers

In all our Bottles. Families Use no

Ginger Ale but ours

CHILDREN CRY FOR

OUR SODA WATER

We deliver our Goods Free of Charge to all parts of the City.

Careful attention paid to Island Orders: Address

The Crystal Soda Works,

General Advertisements.

CALIFORNIA WINES!

The growth and manufacture of Pure Wines in California has surprised the most sanguine. Although small manufacturers, through probable ignorance and carelessness, turn out inferior Wines, it has been the ambition of

Messrs. Arpad Haraszthy & Co.,

To produce Wines that are absolutely Pure, and they are the ONLY HOUSE in California that Manufactures PURE CHAMPAGNES produced by the natural process of fermentation in the Bottle.

The importation of MESSRS. ARPAD HARASZTHY & CO.'S Wines into this Kingdom, from October 7th, 1885, to March 31st, 1886, being nearly two-thirds of ALL OTHER MANUFACTURES PUT TOGETHER, is a guaranty of their popularity, and that they are far superior to any Wines manufactured.

Sherry Wine, Port Wine, Tokery Wine, Zinfandel Claret,

Table Claret, Burgundy,

ECLIPSE CHAMPAGNE!

Madeira, Sweet Muscat, Angelica,

Malega, Hock, Gerke, Reising,

White Wine, Gutedel.

Also, just arrived direct from Milwaukee, in bond,

An Invoice of Falk's Milwaukee Pilsener Beer.

HAMILTON JOHNSON, SOLE AGENT

Merchant Street, Honolulu.

(1115 tfo)

RANGES!

STOVES!

JOHN NOTT,

At the Old Stand, No. 8 Kaahumanu Street,

TIN, COPPER & SHEET IRON WORKER

COMMERCIAL.

HONOLULU, AUGUST 17, 1886. Business, since last writing, inclines of retail trade, has fallen off some little from the status then noted, and, at present, all lines exhibit a most decided dullness.

PORT OF HONOLULU.

Arrived. Aug 10—Am bktnk W H Dimond, Swift, from San F Aug 10—Am tern Eva, Wikman, from Puzet Sound Aug 10—Am bktnk Ella, Rust, from San Francisco

Sailed.

Aug 13—Ger bk Furst Bismarck, Vanderving, San F Aug 13—R M S Zealandia, from San Francisco, St. Francisco Aug 14—Am bk Calbarien, Hubbard, San Francisco

Vessels in Port.

Haw schr Gen'l Seigel Ger schr Mary C Bohm, Bohm Am bktnk Mary Winkelman, C Backus Ger bk Livingstone, Steppens Am bktnk W H Dimond, Swift Am tern Eva, Wikman Am bktnk Ella, Rust Fr sch Hammonia, Armand

IMPORTS.

From San Francisco, per W H Dimond and Ella. Cargoes of miscellaneous merchandise and live stock. From Port Townsend per Eva. August 19, cargo of lumber.

EXPORTS.

For San Francisco, per Furst Bismarck, Aug 13-11, 222 bags sugar; domestic value \$64,135. For San Francisco, per Calbarien, Aug 14-6,961 bags sugar; domestic value \$33,815.97.

PASSENGERS.

DEPARTURES. For Maui and Hawaii per Kinau, August 9th.—H R H Princess Lilianakalani, H R H Princess Likelike, Professor H Berger, Jos Aea, D K Nason, W Aylett, Mrs S G Wilder, Sr, A G Young, Rev A G Present and wife, Miss Forbes, Mrs F E Atwater, Mrs C W Baldwin J H Reeves, Professor D D Baldwin and wife, Misses Lizzie and Susan Crockett, J F S Kynersey and wife, M Koki wife and children, Mrs Jas Wright, Geo F Holmes, W Jones, Misses Holmes (3), Mrs H Kuhlenthal, Master Wiat, C N Arnold, Jos Heleluhe, Miss Deborah, Mrs Kesaukani, Mrs Kamakua, and 180 steerage passengers. For the Volcano: W H Soper, J Brodie, M M Rose, G W Hughes, R H More, Mrs A Moore, G P Wilder and Miss Helen Wilder.

For Maui and Molokai, per Likelike, August 10th.—Hon W C Parker, Rev J C Parker, wife and family, Mrs Merritt, Mrs Fuller, Hon H Kuhlenthal, Capt D Toomey and wife, Miss Pupu Landford, Oscar Unna, Mrs J H Heist, E H Woodward and about 140 deck. For Kanae, per Iwalani, August 10th.—H R P P Kanae, Hon Ez Governor Lahaia, J Opa, Mrs Bingham, Mr Brubholtz, Levi Drew, Dr M W Whitney and 90 deck.

For Kanae, per James Makee, Aug 10th.—Heinrich von Holt and about 50 deck. For Lahaina, Maalea, Kona and Kan, per W G Hall Aug 10th.—Miss Magie Pennell, J R Robertson, Judie A Foruander, Miss M A Shaw, Miss M Wilcox, Miss B Kapaakali, A Fitzsimmons, Miss Maxwell, E Crawford, Mr Parker and 120 deck passengers. For the Volcano, H R Parmelee and wife and Miss Parmelee.

ARRIVALS. From Lahaina, Maalea and Kona, Hawaii, per W G Hall, August 10th.—Daniel Foster, C N Spencer, Hon. Fred H Hayden, wife and family, Hon J H S Martin D Hankins, Mrs P McRay, Jas R Robertson, Ah Sam, Mrs A Ward, E W Holdsworth, M Aho, C W Chong and 122 deck passengers.

From Eureka, Cal, per tern Eva, August 10th.—Geo H Fisher. From San Francisco, per W H Dimond, Aug 10.—Bert White and W Mullen.

From Kahului, per Likelike, August 14.—Geo C Williams, E F Hopke, Miss Wilder, Miss Walker, W C Wilder, T K Clarke, W Uel, E T Wilber, Miss Mary Holoma, Mr McRobb, R D Walbridge, 4 Chinese and 92 deck.

From Kanae, per James Makee, August 14.—Rev S E Bishop, C H Bishop, M D Monsarrat, and wife, Miss G Robinson, H McIntosh, W Urquhart, 2 Chinese and 25 deck.

From Kanae, per Iwalani, August 15.—His Excellency P P Kanae, Major Antonio Rosa, Captain Volney V Ashford, Levi Drew, W H Bellows, L Turner, M A Gonsalves, E W White and 120 deck passengers. From Kanae, per James Makee, August 15.—His Excellency P P Kanae, Major Antonio Rosa, Captain Volney V Ashford, Levi Drew, W H Bellows, L Turner, M A Gonsalves, E W White and 120 deck passengers.

BORN.

McMULLEN—At Honokaa, Hawaii, August 11, 1886, to the wife of D. McMullen, a son.

Oahu Notes.

(Continued.) KALUWAA.

Within a mile of Punaluu is the Valley of Kaniwaa, a remarkable cleft in the mountain, terminating in a fine water fall. The path crosses and re-crosses the crawling mountain stream and about two-thirds of the way up the horses have to be tethered and the rest of the trip made on foot. In this part of the Valley the scenery is grand, the cliffs rise most perpendicular on either hand, every shelf and cranny being covered with ferns and ti, a vast bank of green rising hundreds of feet above your head, and by creating your neck you can catch a glimpse of a blue ribbon of sky. The sights of the valley are the so-called canoes of Kamapua. They are two semi-circular cuts in the cliff and their formation has been the puzzle of many an amateur geologist. It is generally believed that they have been formed by water, but a more recent theory is that they have been hollowed out by the wind driving sand and particles of rock from the opposite bluff. The Native Legend settles the origin easily enough. In times gone by Kamapua, a sort of Robin Goodfellow, half pig half man, inhabited the valley. He worried the natives by stealing their pigs and chickens, roosting among their taro patches and behaving as no decent demigod ought to do. When his conduct became utterly unbearable a deputation was sent over to Madame Pele, who in those days inhabited Diamond Head, to ask her to get rid of the nuisance. How many pigs and how many unfortunate prisoners were hurled into the boiling caldron before Pele consented to act, the legend does not state, but on that one fine morning arrived with all her forces. Scouts were sent up the cliffs on each side of the valley, and as the morning mist cleared away one of these spies Kamapua, asleep, with his head pillowed on a stone. If you have any doubt on the subject the stone is there to prove the fact, and more, the demigod vented his rage upon the sharp eyed one, and turned him into stone. You can see him still, a pinnacle of rock guarding the entrance to this valley, a long spell of sentry go without any relief. As soon as the sun was found Madame Pele put in her oar, or rather her ore and soon made it too hot for Mr. K. To escape from the scorching heat, he put his shoulder to the rock and glided up, making the semi-circular cut above mentioned. In his hurry he had left his old mother behind so he had to descend again to save her and thus made the second cut. Tradition further says that after getting out of his little difficulty Kamapua took a long swim in the sea, and having swallowed a quantity of sea water, he emptied it into Diamond Head, during Pele's absence, and so put out his fires for ever. The valley is the worst a visit, and all who go round the island should make a point of calling there. The waterfall at the head leaps into a beautiful cool pool which extends far under the cliffs, itself in a dark cavern. The memory of Kamapua still lingers and every native who goes up makes his offering of leaves. There are portions where no native will talk about it. If the god gets offended he has an ugly habit of rolling stones down the cliffs. Great blocks are constantly falling. A large mass was noticed close to the pool which must have come down in the morning. From the native of the cliffs and the frequent rain

masses must constantly be detached. The trip does not occupy more than three hours.

THE MORMON SETTLEMENT.

The Mormon settlement at Laie is a most prosperous looking spot—in fact it looks more like a village than any other place on the island. There are some four hundred people resident at the settlement, while those who are members of this religious body number between 3,000 and 4,000—at least so says Elder Parr. The white members of the community are fifteen adult males, seven females and twelve children. Since the erection of the election of the new tabernacle, a handsome building, capable of seating one thousand people, the old meeting house has been used as a school room. In this some thirty children are educated by a young man who has recently come from Salt Lake City. The community has shown considerable energy in sinking artesian wells, of which there are five on various parts of the estate. By means of these wells the tract of rice land has been brought under cultivation. This is in a Valley back of the settlement and is not visible from the road. It comes as a surprise upon one when the bluff behind the homestead is ascended and this rich patch of land bursts upon the view. This same homestead is a very comfortable and roomy range of buildings wherein dwell all the white inhabitants of the settlement. Around this cluster the houses of the natives. Many of these build their own houses out of their private funds, others have money advanced to them by the settlement, while they repay by installments, and the house lot and houses pass from father to son or other members of the family, but are, of course, not saleable. Attached to the settlement is a small sugar plantation and a three-ton mill. The cane, which is thoroughly irrigated by a couple of artesian wells, looks green and healthy and shows every promise of giving an excellent yield. Upon the estate are some 100 head of cattle; the herd might be increased with advantage. Elder Parr says the settlement is self-supporting. Flourishing as this little spot is, it seems as if keeping one man at the head of it for a number of years, instead of constantly changing, as is now the system, might be of great advantage. To cultivate tropical products is a very different thing from cultivating in the Western States or territories and time is required both to gain experience and to learn the Hawaiian language. A visit to the Mormon Settlement is both pleasant and instructive, and the heads of the Settlement show themselves to be polite and intelligent.

New Advertisements.

HENRY MAY & CO. Have Just Received, From Liverpool and San Francisco, AN INVOICE OF Crosse & Blackwell's GOODS, IN GREAT VARIETY, INCLUDING: Assorted Jams, 1 and 2 lb Tins, tart Fruits for pies; Mener Chucolate in 6 lb Tins. Extra Fine Butter in 4 and 8 lb Tins, for Salads; Extra Fine Duret Oil in 1/2 pints, for Salads; Patt's Table Vinegar in quarts. Superior Sardines in 1/2 and 1 lb Tins. Genuine Oysters in 4 and 8 lb Tins. Oxford Sausage in 1/2 and 1 lb Tins. Metwarr & Truffed Liver Sausage. Sardells and Russian Sardines in Glass. Anchovies and Mackerel in Oil.

HAMS and BACON New Season's Curing. New York and California Cheese. Edam and Limburg Cheese. Choice Salmon in Barrels and Half Barrels. Deviled Ham and Potatoes. Baked Chicken and Corned Beef. Barataria Shrimps and Cod Fish Balls. EVERY VARIETY.

Variety of Condiments. Clam and Fish Chowder, Lewis Sausage Meat, Vienna Sausage, 1 and 2 lb Tins, Ham do, 3 lb Tins, Corned Beef, Pigs Feet, English Brawn, 2 lb Tins, Libby's Lunch Tongues, 1 and 2 lb Tins, Ox Tongues, whole, Dories Clams, 1 and 2 lb Tins, Java Crabbery Sauce, Sugar Corn, Sugar Peas and Succatash, Lima Beans, String Beans and Asparagus, Vermont Maple Syrup, in 1/2 and 1/4 gal Tins, Ketchup, Soured Cream, 8 oz and 16 oz for families, Keys, 1/2 and 1/4 Kits Family Pack, Royal Baking Powder, in 6, 12, 16 and 30 lb Tins, Fresh Almonds, Walnuts and Brazil Nuts.

Raisins, Currants, Alden Apples and Prunes. Macaroni and Vermicelli, Lilly Gloss Starch, Pearl Barley, Pearl Sago, and Flake Tapioca, Breakfast Gem, Oat Flakes, Porridge, and White Oats, Graham Flour, Oatmeal, Cracked Wheat, Rye Meal and Flour. Buckwheat Flour, Avena, Small Hominy, Culinary and Laundry Starch, Sapilla, Golden Gate Extra Family Flour, 1/2 Sacks, Crown Mills Extra Family Flour, 1/2 Sacks, Florida Flour, 1/2 Sacks, White and Red Beans, Blue Peas, Lima and Horse Beans.

Kidney and Peach Blossom Potatoes, new Crop. Silver Skin and Red Onions, NEW CROP. A Large Assortment of California Table Fruits, Jams and Jellies, Etc., Etc.

REFINED SUGARS: Cube Sugar in 25 and 100 lb Boxes, Granulated Sugar in 30 lb Boxes and 1/2 and whole Barrels. Powdered Sugar in 30 lb Boxes, Granulated Sugar in 20 lb Boxes, Island Washed Sugar in 1/2 Barrels.

Morton's Goods! We also sell at the Lowest Market Rates, Oats, Bran, Cracked Corn, Whole Corn, Ground Barley, Whole Barley, Wheat, Etc., Etc.

OF EUROPEAN GOODS We import and replenish our Stock by every vessel therefrom. OF THE CALIFORNIA STAPLE GOODS, we receive Supplies every fortnight by steamer, etc.

New Zealand Potatoes, & KNOWLES' STEAM AND VACUUM PUMPS THE UNDERSIGNED HAVE JUST received per Any Turner, from Boston, a full assortment of the best quality of steam and vacuum pumps, which are guaranteed to be cheaper and better than any other style of pump imported. We call the attention of planters particularly to the Vacuum Pump, which is less complicated and more serviceable than other pumps.

New Advertisements.

Take all in all. —Take all the Kidney and Liver Medicines, —Take all the Blood purifiers, —Take all the Rheumatic remedies, —Take all the Dyspepsia and indigestion cures, —Take all the Ague, Fever, and bilious specifics, —Take all the Brain and Nerve force restorers. —Take all the Great health restorers. In short, take all the best qualities of all these and the best —Qualities of all the best medicines in the world, and you will find that—Hop Bitters have the best curative qualities and powers of all—concentrated in them, —And that they will cure when any or all of those, singly, or—combined. Fail!!!! —A thorough trial will give positive proof of this. Hardened Liver. Five years ago I broke down with kidney and liver complaint and rheumatism. Since then I have been unable to be about at all. My liver became hard like wood; my limbs were puffed up and filled with water. All the best physicians agreed that nothing could cure me. I resolved to try Hop Bitters; I have used seven bottles; the hardness has all gone from my liver, the swelling from my limbs, and it has worked a miracle in my case; otherwise I would have been now in my grave. J. W. MOREY, Buffalo, Oct. 1, 1881.

Poverty and Suffering. "I was dragged down with debt, poverty and suffering for years, caused by a sick family and large bills for doctoring. I was completely discouraged, until one year ago by the advice of my pastor, I commenced using Hop Bitters, and in one month we were all well, and none of us have since a sick day since, and I want to say to all poor men, you can keep your families well a year with Hop Bitters for less than one doctor's visit will cost. Know it!" —A WORKINGMAN.

Prosecute the Swindlers!! If when you call for American Hop Bitters (see green tints of Hops on the white label and Dr. Soule's name blown in the bottle), the vendor hands out anything but American Hop Bitters, refuse to take them, and if you would a viper; and if he has taken your money for anything else indict him for the fraud and sue him for damages for the swindle, and we will pay you liberally for the conviction. For Sale by HOLLISTER & CO., No. 109 Fort St., Honolulu.

THE EQUITABLE Life Assurance Society OF THE UNITED STATES. No. 120 Broadway, New York. (ESTABLISHED IN 1859.) Issues Policies on all the best Plans, among which are to be found many new departures, containing features not yet in use in other companies, aiming to the comfort and security of the POLICY HOLDERS. This Company may be safely called the Pioneer in most of the important insurance reforms, and for this reason as well as many others, it now transacts the largest yearly business done by any one company in the world. Policies are both NON-FORFEITABLE and INDISPUTABLE.

Table with 2 columns: Description and Amount. ASSETS, January 1, 1886, \$60,553,387 50. LIABILITIES, 4-yr cent. valuation, \$52,691,148 57. SURPLUS, \$7,862,239 13. (SURPLUS ON N. Y. Standard 4 1/2 per cent. interest, \$17,452,329 40). NEW ASSOCIATES IN 1885, 95,011 378 00. TOTAL PAID POLICYHOLDERS IN 1885, 557,328 346 00. TOTAL PAID POLICYHOLDERS IN 1885, 7,138,589 05. PAID POLICYHOLDERS SINCE ORGANIZATION, 88,217,175 63. INCORPORATED, 16,590,023 13.

EVERY POLICY BECOMES INCONTESTABLE. As soon as it has been three years in force, and it is a part of the written agreement, that every incontestable policy shall be paid, without rebate of interest, immediately upon the receipt by the Society of satisfactory proof of death. 071,043 death claims, amounting to \$3,943,892, paid in 1885. 452 were paid the very day proofs were received; amount, \$1,598,255. 731 were paid within 2 days after receipt; amount, \$2,637,339. 833 within 10 days; amount, \$3,017,789. 1,903 within 90 days; amount, \$3,760,122. 40 after 90 days; amount, \$180,390. No other Company can show a Record for Promptness approaching that of THE EQUITABLE. Even the brief delays indicated above, were owing to the failure of claimants, chiefly at remote points, to furnish promptly the requisite legal release, and not to any lack of promptness on the part of the Society.

Contested Claims—None. The Society issues a plain and simple contract of Assurance, free from burdensome and technical conditions. NON-FORFEITABLE and INCONTESTABLE after three years. All Policies as soon as they become incontestable are Payable IMMEDIATELY upon the receipt of satisfactory proofs of death, and without the delay of sixty or ninety days, usual with other companies. For pamphlets or full particulars, apply to ALEX. J. CARTWRIGHT, 1111 G Agent Hawaiian Islands.

Shipping.

WILDER'S Steamship Company LIMITED. STEAMER KINAU KING, Commander. Leaves Honolulu as per the following schedule, touching at Lahaina, Maalea, Makana, Mahukona, Kawaihae, Launapahoehoe, Hilo and Keolu: Commencing on MONDAY, July 26, 1886, and on every alternate Monday, at 4 p.m., the Kinau will make the VOLCANO TRIP, touching Keolu on Wednesday morning, where horses and carriages are waiting to convey passengers to the VOLCANO HOUSE (five miles in the saddle and nine miles by carriage). Passengers by this route will have two days and two nights at the VOLCANO HOUSE. TICKETS FOR THE ROUND TRIP TO THE VOLCANO, FIFTY DOLLARS, WHICH PAYS ALL CHARGES.

STEAMER LIKELIKE, LORENZEN, Commander. Leaves Honolulu every Monday at 5 P.M. for *Kauaakali, Lahaina, Kahului, Huelo, Hana and Kipahulu, every week. Keolu, Maalea, Molokai and Nuu, every other week. Returning, will stop at the above ports, arriving back Saturday mornings. *For mail and passengers only. STMR. KILAUEA HOU, CAMERON, Commander. Will leave regularly for Lahaina, Paauhau, Kohala, Oahu, Kaula, Kukanui, Hoonohia, Launapahoehoe, Hikalau and Onomes.

STEAMER "MOKOLII," MCGREGOR, Commander. Leaves for the following ports every alternate Monday, at 5 p.m.: Commencing August 2nd—To Lahai, Kamalo, Pukoo, Kamalo, Olowalu. Returning to Lahaina, Pukoo, Kamalo, Lahai, arriving at Honolulu Saturday morning. Commencing August 9th—To Kauaakali, Kamalo, Pukoo, Hailawa, Wailua, Pelekunu, Kalaupapa, returning to Pukoo, Lahaina, Olowalu, Lahaina, Pukoo, Kamalo, Kauaakali, arriving in Honolulu Saturday morning.

INTER-ISLAND Steam Navigation Co. (LIMITED.) Steamer "W. G. HALL" (Malulani) BATES, Commander. Will run regularly to Maalea, Maui, and Kona and Kau, Hawaii. Steamer "IWALANI" FREEMAN, Commander. Will run regularly to Nawiliwili, Koloa, Eleale, and Waimea, Kauai. Stmr. "C. R. BISHOP" NYE, Commander. Will run regularly to Hamoa, Maui, and Kukuluaele, Honokaa and Paauhau, Hawaii. Stmr. "JAS. MAKEE" WEIR, Commander. Will run regularly to Kapaa, Kauai.

Shipping and Commission Merchants. W. H. CROSSMAN & BRO., COMMISSION MERCHANTS, 77 and 79 Broad Street, New York. Reference—Castle & Cooke, and J. T. Waterhouse, 1097 1/2.

Muller's Optical Depot. 135 Montgomery St., near Bush, S. F., Cal. Specialty 35 Years. The most complicated cases of defective vision, thoroughly diagnosed FREE OF CHARGE. Order by mail or express promptly attended to. Compound Astigmatic Lenses Mounted 1/2 Order at 2 Hours' Notice. 1/2

DR. SANFORD'S INVIGORATOR. Is a Reliable Remedy for Liver Complaint and Ills caused by a deranged or torpid condition of the Liver, as Dyspepsia, Constipation, Biliousness, Jaundice, Headache, Malaria, Rheumatism, etc. It regulates the bowels, purifies the blood, strengthens the system, assists digestion. AN INVALUABLE FAMILY MEDICINE. Thousands of Testimonials prove its merit. BENSON, SMITH & CO., Agent for Hawaiian Islands.

HYMAN BROS., Importers of General Merchandise FROM FRANCE, ENGLAND, GERMANY, AND UNITED STATES, No. 58 Queen Street, Honolulu, H. I.

COMMISSION MERCHANTS, 208 FRONT STREET, SAN FRANCISCO. Particular attention paid to filling and shipping island orders. 1114 1/2

St. Alban's College. ALATAU T. ATKINSON, Principal. THIS INSTITUTION WILL COME into the Session of the Scholastic Year, Christmas Term, on AUGUST 30th, 1886. The branches taught include, besides the usual common school course, classes in Greek, Latin, French, Trigonometry, Geometry, Algebra, Universal History, Bookkeeping, Drawing, and all the branches of a thorough English education. Applications for entrance must be made to the Principal, MR. ALATAU T. ATKINSON, 1187 1/2

THE WHEE HOUSE! No. 118, Nuuanu Street, HONOLULU, H. I. Private Family Hotel. Terms Reasonable. First-Class Accommodations. MRS. J. VIERRA, Proprietress. (1216 1/2)

John. F. Colburn, Importer and Dealer in HAY AND GRAIN. Corner King and Maunakea Streets. Goods delivered promptly. Mutual Telephone 287. (1217 1/2)

DR. CRADDOCK, PHYSICIAN AND SURGEON. (Late Government Physician, Waialea, Oahu.) OFFICE AND RESIDENCE: HOTEL STREET, OPPOSITE LIBRARY OFFICE HOURS. 1145

New Advertisements.

Mortgagee's Notice of Foreclosure & of Sale IN ACCORDANCE WITH A POWER OF SALE contained in a certain mortgage made by C. P. John Molokai, Wm. Kaholiki, Geo. L. Kaulokoa, et al. to James A. Hopper, dated the 9th day of October, 1883, recorded in Liber 36, page 82. Notice is hereby given that said mortgagee intends to foreclose said mortgage, for condition broken, and upon said foreclosure will sell at public auction at the auction room of P. Adams & Co. in Honolulu, on MONDAY, the 16th day of August, 1886, at 11 o'clock of said day, the premises therein particularized as below set forth. Particulars can be had of W. R. CARTER, Attorney-at-Law. JAS A HOPPER, Mortgagee.

Premises to be sold are: 1st—All those premises described in R P 3670, L C A 11069 to Aueha, 2 acres 2 rods 22 perches at Wailua, Kauai. 2nd—All those premises described in R P 5341, L C A 9070 to Kateriki, 1 acre 60 perches at Wailoi, Kauai. 3rd—All those premises described in R P 5448, L C A 10315 to Nihou, 3 rods 27 perches at Wailoi, Kauai. 4th—All those premises described in R P 5448, to Koaia, 2 rods 37 rods at said Wailoi. 5th—All those premises described in R P 5447, L C A 10325 to Nuuu, 4 acres 38 perches at Hanalei, Kauai. 6th—All those premises described in R P 5369, L C A 9070 to Kila, 3 rods 4 perches at Wailoi aforesaid. 7th—All those premises described in R P 5042, L C A 5280 to Solomon Kawaiinui, 2 acres 2 rods 36 perches at Wailoi aforesaid. 8th—All those premises described in R P 6687 to Pelehuiki, 3 acres 2 rods 90 perches at Anahulu, Kauai. 9th—All those premises described in R P 7418, L C A 10675 to Punahuehue, 1 rod 31 perches at Hanalei, Kauai. 10th—All those premises described in R P 3869, L C A 2927 to Pumala, 1 acre 1 rod 42 perches at Wailua, Kauai. 11th—All those premises described in L C A 142 B to Keawa, 2 1/2 100 acres at Ahua, Molokai. 12th—All those premises described in L C A 144 to Kawaha, 3 acres 49 fathoms at Honomuu, Molokai. (1214 1/2)

Foreign Advertisements. WILLIAMS, DIMOND & CO., Shipping and Commission Merchants 1097 218 California Street, San Francisco, 1/2

W. H. CROSSMAN & BRO., COMMISSION MERCHANTS, 77 and 79 Broad Street, New York. Reference—Castle & Cooke, and J. T. Waterhouse, 1097 1/2. THEO. H. DAVIES & CO., Commission Merchants, 12 & 13 The Albany. 1086 LIVERPOOL, 1/2

ONLY "PEBBLE" ESTABLISHMENT. 1885-1893. Muller's Optical Depot. 135 Montgomery St., near Bush, S. F., Cal. Specialty 35 Years. The most complicated cases of defective vision, thoroughly diagnosed FREE OF CHARGE. Order by mail or express promptly attended to. Compound Astigmatic Lenses Mounted 1/2 Order at 2 Hours' Notice. 1/2

DR. SANFORD'S INVIGORATOR. Is a Reliable Remedy for Liver Complaint and Ills caused by a deranged or torpid condition of the Liver, as Dyspepsia, Constipation, Biliousness, Jaundice, Headache, Malaria, Rheumatism, etc. It regulates the bowels, purifies the blood, strengthens the system, assists digestion. AN INVALUABLE FAMILY MEDICINE. Thousands of Testimonials prove its merit. BENSON, SMITH & CO., Agent for Hawaiian Islands.

HYMAN BROS., Importers of General Merchandise FROM FRANCE, ENGLAND, GERMANY, AND UNITED STATES, No. 58 Queen Street, Honolulu, H. I.

COMMISSION MERCHANTS, 208 FRONT STREET, SAN FRANCISCO. Particular attention paid to filling and shipping island orders. 1114 1/2

St. Alban's College. ALATAU T. ATKINSON, Principal. THIS INSTITUTION WILL COME into the Session of the Scholastic Year, Christmas Term, on AUGUST 30th, 1886. The branches taught include, besides the usual common school course, classes in Greek, Latin, French, Trigonometry, Geometry, Algebra, Universal History, Bookkeeping, Drawing, and all the branches of a thorough English education. Applications for entrance must be made to the Principal, MR. ALATAU T. ATKINSON, 1187 1/2

THE WHEE HOUSE! No. 118, Nuuanu Street, HONOLULU, H. I. Private Family Hotel. Terms Reasonable. First-Class Accommodations. MRS. J. VIERRA, Proprietress. (1216 1/2)

John. F. Colburn, Importer and Dealer in HAY AND GRAIN. Corner King and Maunakea Streets. Goods delivered promptly. Mutual Telephone 287. (1217 1/2)

DR. CRADDOCK, PHYSICIAN AND SURGEON. (Late Government Physician, Waialea, Oahu.) OFFICE AND RESIDENCE: HOTEL STREET, OPPOSITE LIBRARY OFFICE HOURS. 1145

Cuticura. A POSITIVE CURE for every form of SKIN AND BLOOD DISEASE FROM PIMPLES to SCROFULA. DISFIGURING HUMORS, Humiliating Eruptions, Itching and Burning Skin, Tortures, Lethargic Sores, and every species of Itching, Scaly, Pimply, Inherited, Scrofulous, and Syphilitic Diseases of the Blood, Skin, and Scalp, with Loss of Hair, from Infancy to old age, are cured by CUTICURA RESOLVENT, the new Blood Purifier, Internally, and CUTICURA SOAP, the great Skin Cure and Beautifier, externally. Itching and Burning Skin Diseases, Bakers', Barbers', Grocers', Washerwomen's Itch, Itching Eruptions, and Delicate Irritations peculiar to both sexes, instantly relieved by a warm bath with CUTICURA SOAP and a single application of CUTICURA, the great Skin Cure. This repeated daily, with three doses of CUTICURA RESOLVENT, will speedily cure Itching Diseases of the Skin and Scalp, when all other means absolutely fail. A Magnificent Popular Work on the Skin, with Engraved Plates, is wrapped about the RESOLVENT. Also, one hundred Testimonials, notable proof before the British Consul, which repeat this story: I have been a terrible sufferer for years from Diseases of the Skin and Blood; have been obliged to shun public places by reason of my disgusting humors; have had the best physicians; have spent hundreds of dollars, and got no relief until I used the CUTICURA REMEDIES, which have cured me, and left my skin and blood as pure as that of a child. Send for one copy of the book, "How to Cure Skin Diseases." Address: HAWAIIAN CONSIGNEES, Benson, Smith & Co., Honolulu. CUTICURA RESOLVENT, the new Blood Purifier and Aperient, cleanses the Blood and Perspiration of all Impurities and Poisonous Elements, and thus removes the CAUSE. Hence it cures speedily, permanently, and economically. CUTICURA, the GREAT SKIN CURE (a Medicinal Jelly for external use), instantly allays Itching and Inflammation, clears the Skin and Scalp of Humors, Sores, and Dandruff, destroys Dead Skin and Flesh, heals Ulcers, Sores, and Discharging Wounds, restores the Hair, and beautifies the Skin. CUTICURA SOAP, an exquisite Skin Beautifier and Toilet Requisite, prepared from CUTICURA, is indispensable in treating Skin Diseases, Baby Humors, Skin Blemishes, Eczema, Heat, Rash, Sunburn, and Rough, Chapped, or Greasy Skin. CUTICURA Remedies are the only real Blood Purifiers and Skin Beautifiers free from mercury, arsenic, lead, zinc, or any other mineral or vegetable poison whatsoever. Guaranteed absolutely pure by the Analytical Chemists of the State of Massachusetts. For Sale by all retail chemists and wholesale druggists and dealers in medicines throughout the world. CUTICURA, 50 cents per box, large boxes, \$1.00; CUTICURA SOAP, 25 cents; CUTICURA SHAMPOO SOAP, 15 cents; CUTICURA RESOLVENT, \$1.00 per bottle. PREPARED BY THE Potter Drug & Chemical Co., Boston, U.S.A.

The Michiel Opium Case.

Judge Bickerton's Decision.

This is a specific charge of having opium unlawfully in possession in Honolulu within the three days, viz.: 23rd, 30th and 31st of July last, more particularly on the 31st ultimo. We cannot go outside of this charge.

I have given this case very careful consideration, and have fully examined the authorities cited by counsel, although I understood the Attorney-General to admit that the law and authorities cited by the counsel were correct.

I think the definition of "reasonable doubt" given by the counsel for defendant is a fair one, and well supported by authorities, viz.: "It is that state which, after entire comparison and consideration of all the evidence, leaves the mind of the jurors in that condition that they cannot say they feel an abiding conviction to a moral certainty of the truth of the charges, a certainty that convinces and directs the understanding and satisfies the reason and judgment of those who are bound to act conscientiously upon it."

The evidence of Marshal Soper and Officers Good and Hopkins is simply to the effect that the opium was found on defendant's premises, and in some points may be said to attack the credibility of some of the other witnesses.

Abnua says that when Achoy entered the store he asked for and wanted to buy a hat; this he says in the direct and cross-examination. Achoy says that when he went in he did not ask for anything, he only looked about; he went in to look about. Again, Abnua says defendant took a tin of opium from under the counter and held it up in full view (showing that defendant held it up), and passed it to Achoy, who took it and examined it. Achoy says that Abnua and not the defendant, went behind the counter and took a tin of opium up and showed it to him.

Abnua further says that defendant did not leave the store that morning, but remained there until they closed the store; that he did not see where defendant took the opium from, or where he returned it to; that he did not know the opium was there; that defendant did not ask him [Abnua] if it was safe to sell to Achoy. This certainly does not seem to be reasonable. Achoy was a stranger to defendant. Abnua further says that when he got the key of the store from defendant on Saturday morning nothing was said about the opium, and defendant was in bed. This does not seem reasonable; if defendant knew the opium was to be delivered at 6:30 a. m., and that was the case, and he knew it, certainly something would have been said.

Abnua says Achoy returned the second time between 3 and 4 o'clock; but afterwards says he is positive it was 3 o'clock, for he looked at his watch. Achoy insists that he did not give the information until after his second visit; and yet Marshal Soper says the warrant was signed about 2 o'clock, and he was at McLeary's store a few minutes after, when Achoy came down the street and stopped at the Post Office; and Soper says, "I went to the door and showed myself to him," and he went on down to defendant's store, went in and came out again in a few minutes.

It is a fact that the warrant was signed a few minutes after 2 o'clock, perhaps 10 or 15 minutes. I had just begun a meeting of the Commissioners on Road Damages, when Mr. Soper came in and called me into the private room to sign the warrant. The Commissioners met at 2 p. m. that afternoon. It is evident that Marshal Soper and Achoy understood each other; the Marshal as much as says so. Achoy says: "I did not speak to anyone before I went to the store about opium."

In the first part of his testimony he says he only went in to look about; he further says positively that defendant bargained for thirty-seven tins of opium. He contradicts himself several times as to where he went after leaving defendant's store on both visits. First he says he went to the wharf; then he says he went up Fort street to Dodd's stables; then he says he went straight to the Government House, after second visit, looked at the clock and found it was 3 o'clock.

able grounds to presume that a jury would find the defendant guilty of the evidence in this case. This Court must either find defendant guilty or not guilty, and will not shift the responsibility onto a jury. I have no right to say a jury may acquit you and I will leave it to them to do so, and I acquit you while you may Apoe it. This Court is required to pass on this case, and it will do so, and not shirk its duty and put the defendant to the expense and delay of a jury trial, which could only result in one way. If the jury gave their verdict according to the law and the evidence, they would have to acquit on this showing.

LEGISLATIVE ASSEMBLY.

SESSION OF 1886. Continued from 2d page. SEVENTY-FOURTH DAY.

THURSDAY, Aug. 12. The Assembly convened at the usual hour, and after the preliminary business was transacted, Hon. A. S. Cleghorn, from the committee having charge of the bill relative to bankrupts, presented a report favoring the passage of the bill.

Report accepted.

The Minister of Interior presented a reply to Rep. Brown's question regarding free water privileges, showing a total of \$4,040 of such, as follows:

Table with 2 columns: Name, Amount. Includes Alifanani Hale, Roads and Bridges' Stables, Palace Yard, Palace Stables, Palace Oahu Yard, Barracks, Police Station, Oahu Prison, Marine Railway, Immigration Dept., Quarry R. R. Station, Emma Square, Custom House, Post Surveyor's Office, Post Office, Koolauloa Point, Steamers Pele, Elen and Dredge, Honolulu Fire Department Engine Co. No. 1, Honolulu Fire Department Engine Co. No. 2, Honolulu Fire Department Engine Co. No. 3, Honolulu Fire Department Hook & Ladder, Kawahala Hospital, Kaunakakai Church, Thomas Square, Branch Hospital Kakaako, Quarantine Hospital, Queen's Hospital, Station House Hospital, H. H. Brown's Stable, Royal School, Fort Street School, Pohukaina School, Kakaako School, Smith Street School, Reformatory School, Lot corner Beretania & Pihiki streets, His Majesty's Residence, Honolulu, His Majesty's Residence Honolulu, His Majesty's Residence Ulani, His Majesty's Residence Garden Kihuna, His Majesty's Boat House, His Majesty's Kawaiaha Lane, His Majesty's Paddock, His Majesty's J. D. Deane, Chas. T. Gillick, Hon. John M. Kapena, Hon. S. G. Wilder, R. Latham, Prof. W. D. Alexander, Royal Hawaiian Agricultural Society, Makiki Royal Hawaiian Agricultural Society, King Street, Superintendent and Employees Water Works, Estate W. C. Jones, T. H. Hobson, H. B. M. Commissioner J. H. Woodhouse, French Commissioner Henri Foe, Japanese Commissioner, Japanese Consul T. Ando, H. R. H. Lihoukalani, Palama, H. R. H. Lihoukalani, Waiakiki, Her Majesty's Panoa, Her Majesty's Kawaiaha Lane, Her Majesty's Rates on Alaia Street, Fish Market, Catholic Grave Yard, W. P. Akan, Y. M. C. A., Hon. J. F. Carter free by deed, Y. M. C. A., Honolulu Free Library, W. C. Hart (2 places), Saulting Battery.

Representative Keen, from a special committee having charge of items relating to the payment of certain sums to the estate of James G. Hayselden on account of work performed, reported favorably on the same.

Representative Kalua moved that the report be tabled until the minority report of the same committee was presented. Carried.

Rep. Richardson read for the first time a bill to establish a Board of Equalization. Read a second time by title and ordered to print.

The Minister of Foreign Affairs gave notice, and read for the first and second times, a bill relating to ocean cable lines. To engrossment and third reading on the 17th instant.

The President appointed the Minister of Interior and Reps. Castle, Brown, Cleghorn and Keen as special committee on road damages.

At 11:30 the special order of the day, consideration of the tax bill, was taken up in Committee of the Whole, Hon. S. G. Wilder in the chair, and Sections 4, 7 and 8 were struck out; sections 5 and 6 being passed. At noon, section 9 under discussion, adjournment was had at 12:45 to 1:30 p. m.

AFTERNOON. The Committee reconvened at 1:45 and consideration of the tax bill was continued and sections 9, 10 and 11 were passed.

Section 12 being reached considerable discussion ensued and a remark of Representative Dole that he "would support a cabinet composed entirely of Hawaiians" was loudly applauded.

The Minister of Interior avoiding debate on the Section took up the statement of Representative Dole added thereto by saying that he, the speaker would be pleased to see Hawaiians not alone in cabinet positions, but would be pleased to see a native Hawaiian lawyer on the Supreme bench.

Representative Dickey, interrogating the Minister of Interior asked, why, if he (the Minister) had such great love for Hawaiians in forming the two Ministries which he did, why did a lawyer from California as Attorney General for the first one and for the second also import a lawyer from California as other missionaries came here on the ten cent piece contributed for that purpose.

Representative Thurston. "Representative Dole's parents were here before you were born." Representative Dole (to the Attorney General.) You are here by the appointment of Mr. Spreckels. The Attorney General. No, I am free agent. But you gentlemen like all the missionaries have made the mistake of thinking you own this country entirely.

SEVENTY-FIFTH DAY. FRIDAY, Aug. 13. The Assembly convened at 10:10 a. m., and after the reading of the minutes of the preceding meeting, Hon. S. G. Wilder rose to a question of privilege, and stated that he was not in receipt of any free water privileges, although his name was on the list furnished by the Minister of the Interior. There was also a mistake regarding the Marine Railway obtaining water rates free.

The Minister of Interior presented a printed report of the work performed and expenditures by the Cabinet Relief Committee, and the same was laid on the table for consideration with the Appropriation Bill.

The Minister of Interior, for the Minister of Finance, presented an answer to the question relative to the subsidy paid the Oceanic S. S. Co. The appropriation was \$53,000, and \$61,500 had been paid, leaving a balance of \$1,500. The statement had been prepared by the Minister of Public Accounts, but does not answer the inquiry in one particular, the tonnage of each vessel. There was no information in the possession of the Registrar on this point.

Representative Hayselden, for the Special Committee on Postal Matters, presented a report recommending "that the item of \$32,640 in the Appropriation Bill for the pay of clerks of Post Office be reduced to \$24,800. That the item of \$17,000, pay of Postmasters, is not too much, and will be required. The item of \$25,000 for pay of mail carriers will be required on account of the opening of new mail routes. The item for incidentals, \$14,000, as in the Appropriation Bill, is in excess of the amount spent for the same purpose last period, which was \$10,182.49. The committee found, however, upon inquiry and examination, that there were old accounts owing under this head amounting to nearly \$8,000, and we recommend that the sum of \$14,000 for incidentals be passed as in the bill. The committee also recommended that an item of \$8,000 be placed in the Appropriation Bill for the purpose of paying off the old accounts incurred and not paid during the past and previous periods."

Report received and tabled for the Appropriation Bill. Representative Aholo, presented a report from the Finance Committee on a petition from one A. H. Hailio, that the sum of \$132.65 be paid him balance due as Tax Assessor for the district of Hanaleia for 1885, and recommending that the same be paid. Tabled for Appropriation Bill.

Representative Kanamalo, from the special committee appointed to examine into numerous petitions for roads, bridges, landings, and landing, etc., presented a report containing a list of items they recommended to be inserted in the Appropriation Bill.

The Minister of Interior said he had taken pains to arrange all the amounts petitioned for roads, bridges, landings, etc., and found the total amount was \$404,808. He would be content that the amount petitioned for roads, bridges and landings was \$214,000. The amount of road tax unexpended and estimated was \$200,000. The amount voted already is over \$60,000. This, with other amounts, would swell the appropriation for roads, bridges, landings, etc., to \$755,000. It would be well for the House to pause, unless they were determined to supplement the ordinary income by a loan. It was not his purpose or the purpose of any other Minister to borrow money. At the same time, he wished it to be understood that Ministers were not afraid to test the credit of the country if the Legislature decided upon carrying out enterprises. Then it would be proper to consider the Loan bill now before the House.

The report was laid upon the table for consideration with the Appropriation Bill. Representative Brown offered the following resolution: "That His Excellency the Minister of the Interior be requested to notify the Superintendent of Water Works that hereafter no free water rights be granted." Approved.

On motion the Order of the Day was taken up, and the credit of the country if the Legislature decided upon carrying out enterprises. Then it would be proper to consider the Loan bill now before the House.

The following items were passed as here printed: Pay of Clerks in Post Office, \$24,800. Pay of Mail Clerks, \$17,000. Incidentals of Post Office, \$14,000. Outstanding Claims Post Office, \$8,000. Interest on Deposits Postal Savings Bank Bill (referred).

AFTERNOON. The Committee reconvened at 1:30 and the consideration of items in the Appropriation Bill was continued with the following being passed: A. W. Hailio, services, \$132.65. M. Kenloha, land damages, \$65.00. Relief of sufferers fire of April 18, 1886, \$6,636. Road over Nuuanu Pali, \$75,000. Kapaemahu, road damages, \$500.

ROADS AND BRIDGES—HAWAII. Roads, district of Puna, \$2,000. Roads, district of Kaa, \$3,000. Road tax unexpended, \$10,238.96. Roads, district of South Kona, \$2,000. Road tax unexpended, \$523.71. Roads, district of North Kona, \$2,000. Road tax unexpended, \$2,444. Roads district of Kawaihewa, \$1,000. Road over stream at Kawaihewa, \$500. Roads and Bridges, dist. of Hanaleia, \$5,000. Road tax unexpended, \$3,517.52. Roads and bridges, North Kohala, \$3,000. Road tax unexpended, \$1,151.19. Roads and bridges, district of Hilo, \$20,000. Road tax unexpended, \$4,364.65. Wharf at Hilo, \$5,000. Bridge over stream at Kawaihewa, \$600. Landing, Lanipahoehoe, \$1,000.

ROADS AND BRIDGES—MAUI. Roads, district of Hana, \$5,000. Road tax unexpended, \$2,000. Wharf and landing, Keanae, \$500. Roads, district of Makawao, \$4,000. Road tax unexpended, \$8,672.32. Roads, district of Waialeale, \$3,000. Road tax unexpended, \$13,887.71. Roads, district of Lahaina, \$2,500. Road tax unexpended, \$1,779.46. Boat wharf, Olowalu, \$500. Bridge at Honokahua, \$5,000. Roads, district of Kaunakakai, \$2,500. Survey for beach road, Lahaina, \$1,000. Bridge at Waiehu, \$1,500.

MOLOKAI. Road to Kalaupapa and Kalawao, \$2,000. Bridge at Halawa, \$300. Roads, island of Molokai, \$2,500. Road tax unexpended, \$2,176.86.

LANAI. Roads, island of Lanai, \$2,000. Road tax unexpended, \$16.

OAHU. Road to Inasane Asylum from Reformatory School, \$1,000. Road, Union Valley, \$1,500. Roads, Panoa Valley, \$1,500. Road maha of Oahu Prison to Iwilei, \$1,000. Road east side of Kalihi Valley, \$3,000. Road from Moiliili to Maunaloa, \$2,000. Extension of Beretania street to Moiliili, \$3,000. Road from Ewa, \$5,000. Road tax unexpended, \$229.26. Roads, district of Waialua, \$4,000. Road tax unexpended, \$430.35. Roads, district of Koolauloa, \$7,000. Road tax unexpended, \$1,679.08. Breakwater at Kawaihewa, \$1,500. Roads, district of Koolauloa, \$5,000. Road tax unexpended, \$1,826.80.

General Advertisements. HOLLISTER & CO. WHOLESALE AND RETAIL.

Druggists and Tobacconists, 109 FORT STREET, TELEPHONE 49 BOTH COMPANIES TELEPHONE 49 MANUFACTURERS OF Ginger Ale, Soda Water, Lemonade, &c FACTORY. 37 Hotel Street. Telephone 71, Mutual.

BENSON, SMITH & CO., DRUGGISTS, Nos. 113 and 115 Fort Street, Honolulu, DEALERS IN Pure Drugs, Chemicals, Toilet Articles, Trusses, Etc., Etc., Etc., J. C. Ayer & Co.'s Preparations, Boschee's German Syrup, Green's August Flower, Horsford's Acid Phosphate, Fellow's Syrup, Warner's Safe Cure,

Kennedy's Discovery, Hop Bitters, St. Jacob's Oil, Barry's Tricopherous, Burnett's Cocaine, Vaseline Preparations, Colgate's Toilet Soaps, Ricksecker's Skin Soap, Hoyt's German Cologne, Maile Cologne, Etc., SPONGES: TOILET, BATH AND CARRIAGE! BUHACH, the Great Insect Destroyer.

Boreicke & Schreck's Homoeopathic Medicines, COME AND SEE THE New Goods! New Goods! The Popular Millinery House 104 Fort Street, Honolulu, H. I. N. S. SACHS, PROPRIETOR, Just Received an Entire Stock, consisting of Laces, Embroideries, Hosiery, Neck Wear, Underwear, Corsets, Gloves, Mitts, Etc., Etc. Also a Complete Line of Black and Colored Cashmeres The MILLINERY DEPARTMENT is entirely restocked with Latest Styles LADIES' & CHILDREN'S HATS, TRIMMED AND UNTRIMMED Latest Novelties in Fancy Feathers, Plumes, Tips, Etc. Native Straw Sewed in all Shapes.

Boston Board of Underwriters. GENTS for the Hawaiian Islands, C. BREWER & CO. Philadelphia Board of Underwriters. GENTS for the Hawaiian Islands, C. BREWER & CO.

UNION FEED CO., DEALERS IN HAY and GRAIN Queen and Edinburgh Sts. Telephone 175. Island orders solicited. [1121 3m]