Commercial Advertiser

THE PACIFIC

ESTABLISHED JULY 2, 1856.

VOL. XXXII., NO. 5698. HONOLULU, HAWAII TERRITORY, FRIDAY, NOVEMBER 9, 1900.—SIXTEEN PAGES. PRICE FIVE CENTS.

PLUMBING RULES TO BE ENFORCED

Regulations Will not Be Rescinded By Board of Health.

ARE CONSIDERED NECESSARY TO THE SANITARY CONDITIONS OF HONOLULU

President Wood Says That With a Reliable Inspector in Duffy's Place Householders Will Benefit By Them.

The Board of Health believes that the present plumbing regulations are a protection for the householder and will not rescind them. Dr. Wood, presiding officer of the board, stated last evening to an Advertiser representative that the members of the board had had the matter under consideration for several weeks and had concluded not to make any changes for the present.

With the new plumbing inspector the board believes that a solution of the unsatisfactory condition of affairs existing between the plumbing trust and householders will be solved and that the latter will benefit by the change in inspectors.

Former Plumbing Inspector Duffy is thus laid open to the charge that he, as the plumbing inspector, was responsible for a condition which allowed the plumbing trust to HOLD THE PUBLIC UP and allow all manner of frauds to creep into plumbing jobs. Furthermore, under his administration, it is said, members of the plumbing trust could mulct the householders at will, and laugh at them for protesting.

During the regime of Duffy the plumbing regulations, which were originally considered fair for both the householder and the plumber, became a menace to every citizen who had a house to plumb.

Under the new inspector, a civil engineer, and a man not in league with the plumbing trust, the Board of Health has come to the conclusion that they will, in reality, protect the citizens.

To rescind the plumbing regulations wholly, and thus allow plumbing to be done haphazard, would work an evil on the city not relished by the Board of Health, says Dr. Wood. Under the regulations the board knows where every job is being performed or about to be done. With the regulations rescinded the board would not be able to ascertain what was being done.

"Under the present plumbing regulations," said Dr. Wood, "the plumbing inspector can make his tour of the city and know where every piece of work is being put in. When finished he is supposed to know just how it has been done, and whether it is up to the standard or not, and his acceptance of the job depends upon his observations in the premises.

"All that means protection to everybody—householder and plumber alike. The regulations give us a grip on the plumber, that is, when we have a plumbing inspector on whom we can rely. Now, as far as the plumbing regulations being a hardship on the citizens, I don't believe there is anything in their make-up that can be construed as a hardship on the public at all. The trouble before was that WE COULD NOT RELY ON THE PLUMBING INSPECTOR. We think now that we can rely on the plumbing inspector just appointed.

"It would be a distinct disadvantage to rescind the regulations now. None of us could see where there was any good in rescinding them altogether. We did think so some weeks back when we were pretty mad over the situation of affairs caused by Duffy. We have read them over carefully and arrived at the conclusion that it was better to keep them intact. I had only one or two suggestions to make, but I don't think they will be adopted. The suggestion was simply to take away a little of the power of the inspector and give it to the board.

"What brought the question of rescinding the regulations to a focus was when we saw that the Board of Education was clearly up against it. Their peculiar position made us all angry, and then we had in mind the idea of doing away with the regulations entirely. We determined that it should not go any further. We desired then to deprive the plumbing inspector of his power.

"Of course, if we see that any regulation needs modifying, the Board can easily do that."

ANGLICAN CHURCH NEWS OF INTEREST

Ladies' Guild Will Give a Tea on November Seventeenth Next.

The Ladies' Guild of the Second Congregation, says the Anglican Church Chronicle, has decided to give an afternoon tea for the purpose of promoting sociability and securing a few dollars for the Sunday school, wherewith to buy books and papers. The tea will be given in the Sunday school room of the Cathedral on the afternoon of Saturday, November 17th, from 3 to 5 o'clock. All are invited.

The window to be placed in the Cathedral, in memory of the late Rev. J. F. Lane, is being prepared by Clayton and Bell, Regent street, London.

A union service of the two Cathedral congregations will be held on the morning on Thanksgiving Day, at 10:30 o'clock. A special effort will be made to have good and appropriate music. The collection will be for the benefit of the Victoria Hospital.

Church people will be glad to know that the Rev. W. W. Ault of Maui will not suffer from the withdrawal of the grant of the S. P. G. The people of Wailuku and adjacent districts have long felt the need of a resident clergyman, and they have now come forward in such a way as to deserve the commendation of all churchmen. They have opened their pocketbooks and subscribed most liberally, with the understanding that Mr. Ault shall reside in Wailuku. This he proposes to do at the beginning of the present month.

During the past few weeks there has been a great improvement in the music at the services of the Second Congregation. This is especially true of the music at the morning service, which is rendered by a large and capable choir of mixed voices. Mr. Wray Taylor is now not only organist but choir master.

The Sewing Society of the Cathedral Congregation will hold its annual fair on the afternoon of Saturday, December 1st. The funds derived from these fairs are, as a rule, appropriated for general expenses of the Cathedral, such as the erection or repair of buildings, the construction of fences, sidewalks and other needed improvements.

THE KILOHANA AT HOME SATURDAY

Japanese Features of the Art Entertainment Will be a Drawing Card

The "at home" of the Kilohana Art League on Saturday afternoon is being discussed with interest in art circles. It is to be a Japanese "at home" and promises to be replete with charming features. There is probably no other city in the United States that could give a similar entertainment. Everything in the way of decorations, receiving, music and costumes will be identical to those in Japan.

An entertaining feature of the program will be the address by Mrs. Imanishi on "Japanese Women and Their Home Life." It will be in English and will graphically describe manners and customs of the interesting empire.

The Sewer System

The sewer system will be completed in the next two or three days, says Engineer Edwards, who is finishing the work for the Government begun by the contractors. It was first proposed to make connections in the business district. Dr. Pratt, the new executive officer of the Board of Health, however, is desirous of putting in connections first on the Liliha street section and along King street where the Chinese colony has grown up in the last few months. These he believes are the most important portions of the City to be drained into the sewer. The business district is sparsely inhabited, and there is not the class of refuse in it which is to be found in Chinatown. Furthermore, he believes that the best test of the working of the sewer can be made in the Chinese district.

Miss Griswold's Concert.

Miss Delia E. Griswold will give a concert on November 23rd at the Opera House, assisted by Paul Egry, violinist, and Frank A. Ballaseyus, solo pianist. An attractive program is being arranged.

MORTUARY REPORT FOR OCTOBER

Honolulu, October 31, 1900.

MORTUARY REPORT FOR MONTH ENDING DATE.

BY SEX.	
Male	71
Female	31
BY NATIONALITY.	
Hawaiian	40
Chinese	14
Portuguese	9
Japanese	29
Great Britain	1
United States of America	...
Other nationalities	9
Total	102
BY AGES.	
Under 1	32
1 to 5	6
5 to 10	2
10 to 20	7
20 to 30	18
30 to 40	13
40 to 50	5
50 to 60	9
60 to 70	6
Over 70	4
BY WARDS.	
Ward 1	29
Ward 2	14
Ward 3	17
Ward 4	12
Ward 5	30
PERCENTAGE.	
Hawaiians	31.25
Chinese	13.08
Japanese	38.66
Portuguese	16.36
All others	12.50
CAUSES OF DEATH.	
Febrile or Zymotic—	
Maarial fevers	2
Typhoid fever	6
Diarrheal—	
Diarrhoea infantile	1
Dysentery	4
Dietetic Diseases—	
Inanition	2
Constitutional Diseases—	
Cancer of liver	1
Tuberculosis, articular	1
Tuberculosis, cerebral	1
Tuberculosis, hemoptysic	1
Tuberculosis, pulmonary	8
Tuberculosis other forms, laryngeal	1
Developmental—	
Atelectasis	1
Marasmus, infantile	1
Old age	3
Premature birth	3
Asphyxia neonatorum	1
Nervous Diseases—	
Apoplexy	2
Brain, congestion	6
Brain, other diseases	1
Convulsions	3
Tetanus	1
Beri-beri	7
Circulatory System—	
Heart, valve disease	7
Pericarditis	2
Respiratory System—	
Asthma	1
Bronchitis	7
Pneumonia	9
Digestive System—	
Gastric ulcer	1
Gastritis	2
Gastro enteritis	2
Intestines, inflammation of	3
Intestines, obstruction	1
Liver, cirrhosis	2
Jaundice	1
Peritonitis	1
Urinary System—	
Uremia	1
Reproductive System—	
Placenta previa	1
Accident and Violence—	
Burns and scalds	1
Electricity or machinery	1
Homicide	1
Suicide	1
MISCELLANEOUS.	
Post-mortem examinations	3
Deaths investigated	14
Still births	3
Coroner's inquests	2
Population of Honolulu, estimated census, 1900	44,500
Total deaths from all causes	102
Monthly death rate per 1,000 of population	22.92
Marriages reported	37
Births reported	9

LYING RUMOR OF POLITICAL DISCHARGES ON WATERFRONT

THE RUMOR HAS BEEN RIFE upon the street that the Oceanic Steamship Company discharged several of its dock laborers on Wednesday because they voted for Wilcox. This statement has been industriously circulated by the Independent leaders, with much denunciation of the haole.

A representative of this paper waited upon Mr. Giffard, manager of W. G. Irwin & Co., yesterday and asked him if the statement was correct.

Mr. Giffard replied with manifestation of considerable feeling, "You can say from me that there is not a word of truth in the statement. Yesterday morning when the laborers came onto the dock to unload the Alameda, a subordinate of the company, a timekeeper, was engaged in discussion over the political situation and reproached two of the men for having voted for Wilcox. Nothing was said about discharging them, and no men were discharged. Several of the men were under the influence of liquor and went away themselves. Several more tried to work but were so drunk that they had to be laid off to sober up. There has been and is now no suggestion of discharging any man by reason of the way he voted, and so long as I have any say in the matter no such policy will be pursued."

ORGAN FOR DEMOCRATS

Bryanites Will Buy The Republican.

THE DEAL TO BE MADE SOON

Humphreys' Paper Said to be Offered at a Low Rate to the Braves.

The Democrats of Honolulu are to have a daily paper if the desires and intentions of the local braves who possess wampum are fulfilled.

It was current talk at Democratic headquarters and on the street yesterday that the Democrats will buy the Republican, a morning paper started here some months ago.

The Democrats have for many months wanted an organ and during the campaign felt the want of it very badly.

At one time it was said offers were made to F. J. Testa to purchase the Independent but its owner held it too high for the Democrats.

Again it was whispered that the Bulletin was to be acquired by the Bryan men but this too proved a rumor only.

Now it is stated on excellent authority that the Republican will go to the Democrats within the next few weeks. It is understood that the editor of the new organ is already here and that its business manager recently came from the Coast.

The paper, according to report, will be an eight-page daily of neater appearance than the Republican and will be strong in its advocacy of the Bryan theories. Prince David, Charles J. McCarthy, E. B. McClanahan, W. A. Kinney and others, are understood to be the backers of the coming corporation which, it is believed will file papers within the next few days.

The present stockholders of the Republican are anxious to be relieved.

They are disgusted with the management of the paper during the campaign and a number of them have boldly expressed themselves as determined to withdraw from any connection with the Republican as soon as possible.

Circuit Judge Humphreys controls the paper at present through a majority of its stock and his ideas of the paper's general policy are understood to be opposed to those of the well known business men who own a minority of the stock.

The Republican has been a losing venture for its backers and, with no profits in sight and nothing else to be gained by continuing the paper on its present lines, the Democrats will be given an opportunity to get it at an attractive figure.

RAPID TRANSIT COMPANY PLANS

Track Will be Laid Along Wilder Avenue and Work Pushed Rapidly.

The Rapid Transit Street Railway Company will commence laying its tracks from Punahou next Monday. The tracks will be laid along Wilder avenue and thence down to the power house on Alapai street near Beretania. This section will be pushed rapidly and the extension to the Liliha street division will be put in simultaneously with the Punahou section.

The power house is going up rapidly and within three months the manager expects to have his machinery housed and in readiness to turn power into the trolley wires. Poles for the latter are being put into position along the streets and wire will be strung when all are in position.

The company has a full complement of track-laying implements, consisting of plows, rollers and scrapers. The rails and ties are here. This section of the work is about the heaviest to be done in putting the system into shape to commence running its cars. Manager Ballentyne believes that by March the first car will be run over the road.

POLICEMAN HURT.

Street Department Said To Be at Fault in Palama.

Lieutenant Leslie of the Mounted Patrol met last night with what may yet prove a serious accident.

The officer was on his way to the station house just before midnight, about to take the morning watch, and was coming from Palama, along King street, when his horse, unable to see for the intense darkness, ran headlong into a large pile of stones left there, without a light, to be used in the repair of the road.

Leslie was thrown violently from his horse onto the stones, sliding a good distance on his face and breast. He was badly bruised and cut in places and injured his legs, to what extent is not yet precisely known. He was just able to get back on his horse and managed to get to the police station where he was looked after and received medical attention. This pile of rocks was right opposite the pumping station, near the car stables. That no lives have been lost by the presence of so dangerous an obstacle is said to be no fault of the Street Department.

Kona Storm Predicted.

The indications now are that a "Kona storm" may be brewing, although it is rather early to look for one of these southerly gales, which are peculiar to this latitude. There has not been a very severe "Kona storm" here for several years past. Native seamen can often predict the advent of one several days before it sweeps over the group. Generally they are of short duration—two, three or four days—though old residents can recall some stretchings over a period of one or more weeks.

PARKER'S FULL VOTE ON OAHU

Did Queen Vote for Wilcox? Colonel Soper's Views on Election.

The full figures of the vote on Oahu are as follows for the Fifty-sixth Congress:

	4th Dist.	5th Dist.	Total.
Parker	1380	843	2223
Wilcox	879	1195	1974
Kawananakao	466	320	786

Parker's plurality over Wilcox, 249.

For the Fifty-seventh Congress the vote is:

	4th Dist.	5th Dist.	Total.
Parker	1381	837	2218
Wilcox	886	1097	1983
Kawananakoa	476	319	795

Parker's plurality over Wilcox, 235.

The returns so far received from Maui give Wilcox on that Island, a plurality of 24 over Parker for the Fifty-sixth Congress, and a plurality of 12 for the Fifty-seventh Congress. So that the returns to date give the following figures for the Fifty-sixth Congress:

PARKER	2595
WILCOX	2370
Parker's plurality	225

For the Fifty-seventh Congress the figures are:

PARKER	2590
WILCOX	2367
Parker's plurality	233

WHAT THE QUEEN DID.

Yesterday's Star intimated that Liliuokalani had favored Wilcox during the campaign and not Prince David. The Star says, "Samuel Parker, the Republican candidate against David, has been quoted as saying that the prince was thrown down and thrown down not by his own party, but by his own flesh and blood—the Queen. The Star has a lengthy article on the matter headed, "DID THE QUEEN KNIFE DAVID?"

The Star says:

The Queen was waited upon this morning for a statement regarding the report. She asked to be excused, as she was engaged. She spoke the truth, for at that moment she was conversing with Robert Wilcox, the Independent candidate for whom she is alleged to have betrayed her nephew.

Mr. Wilcox was asked about the report and said, "While I think the sympathies of the Queen were with the Independent party, I don't think she did anything toward helping us win. She is out of politics and I don't think she sent any emissaries or anybody else about to get the people to vote for us. She said that she did not favor David's candidacy on account of his being too young. She thought that he ought to first become a member of our Legislature here and get some experience in legislative affairs before he wanted to be Congressman. He disregarded her though and became a candidate. My conversation with the Queen today was nothing but that of a social visit. I called to pay my respects. I told her how the election stood. We did not talk over what policy I should pursue at Washington nor did she say anything to me about working to aid her there."

McKinley is the man, says Col. J. H. Soper, who returned to Honolulu on the Alameda, after spending several weeks on the Coast. The colonel states that the business men on the Coast generally favored the re-election of McKinley. Those who had been among the residents of the farming districts and among laborers sounding them on their politics, found them favoring the Republican ticket.

In Colonel Soper's opinion the Pacific cable will be laid during the coming McKinley administration. The commercial interests of the nation demand that the Islands be connected with the Mainland, and with McKinley in, the cable is assured.

Capital and business were being held in abeyance awaiting the result of the election. The men with big purse strings are disinclined to make investments until the election is settled. Should Bryan go in by some unforeseen circumstance, capital will be tied up and contracts will be declared null and void.

Dan H. Case, the court stenographer, who recently returned from his native State, Kansas, has his doubts as to the outcome of the election. Although a good Republican himself, he hails from a State that has known populism for years, and his sight may have been clouded by its presence. He says the election will be a close one. He places Indiana in the Bryan list. As New York goes, so goes the nation this time, is the way Mr. Case sums up the situation.

Towns in the northern part of London were flooded on October 27. Some of the railroads were impassable and others had water up to the floors of the cars. At Newcastle, Hartlepool, Stockton and South Shields people sought refuge in the upper stories of houses and traffic was carried on in boats.

HONOLULU'S HIGH SCHOOL'S MERITS

(By Mrs. Weston Coyney.)

THE chances for higher education in this favored Paradise of the Pacific have so increased of late years that today every ambitious young man and woman finds advantages awaiting them which twenty-five years ago were sighed for in vain. And these young men and women are not drawn merely from the wealth and fashion of the Islands, but from all classes down to the very humblest. As a natural result of this gradual and now universally widespread growth, Honolulu has at last evolved a number of genuine institutions of learning where almost every branch of knowledge may be thoroughly studied.

One of the foremost in the ranks today is the beautiful and stately edifice on Emma street, set in its spacious tropical surroundings, and known as the High School.

This seat of learning might with justice be called the gift of Royalty to Democracy; for it is well known to have been erected at a cost of something like ninety thousand dollars; to have been sold for the mere song of thirty thousand dollars and to be valued at this present day, at two hundred thousand dollars! Truly a royal seat of learning and a representative one for student life!

The rules of this educational institution are simple and liberal. In fact, they are hardly rules at all. Consequently, the very liberality or, one might say, the absence of ordinary regulations, has resulted in placing these young men and women, as well as the younger element in the grammar department, upon their mettle.

The means of instruction are fully up to the usual standard in the large cities. There are stores of books and elaborate apparatus and as good a working library as could be found in any institution of its class. The books comprise the different classes of literature in the following branches:

Natural Science, Philosophy, Literature, Fine Arts, Useful Arts, Fiction, Travel, History, Biography, and reference library. The first year in "reading critically," such authors as Virgil, Homer, Ruskin, Shakespere, Browning, Irving, Longfellow, Tennyson, Whittier, Dickens, Thackeray, etc., are made familiar to the class; so that their mind are elevated as well as amused. In this way much useful knowledge is imparted for future reference. The pupils have every facility to complete the course of common school education and to prepare for a collegiate course.

The regular attendance at the High School is three hundred. That number embraces the two hundred pupils who are taking the Grammar course. The remaining hundred are the High School pupils proper.

In the third year the pupils have access to the following reference books in English: Modern English, F. Hall; The English Language, Meiklejohn; Handbook of the English Tongue, Angus; Skeat's Etymological Dictionary; Sievers Grammar of Old English; English Past and Present, French; Words and Their Uses, R. G. White; Every Day English, R. G. White; Dictionary of Archaisms and Provincial Words, two volumes, Halliwell. Also, a large and miscellaneous reading outside the school, embracing historical and ancient stories from the Greek, Roman, English, Persian and Modern History. Algebra is taken up in the first year and also Latin, French and German. The pupils are permitted to choose any one of the three languages best suited to their requirements, but in all other studies are required to follow the curriculum. In the case of a student displaying especial ability and aptitude, the line is stretched a bit to include a second language. The science work is most noteworthy. Drawing enters largely into the school work; both free-hand and decorative work being taught. In the senior High School year, sketching from life and landscape is taken up. Wall paper designing, borders (in color) and book covers are embraced. The full public school course covers twelve years, from primary through Grammar High School to graduation.

The building itself is quite ideal in every respect. It was designed for a private residence, it looks like a palace and it has made a model schoolhouse. The pupils take immense pride in its appearance. It follows out the modern philanthropic notions: that to educate and uplift the masses you must place only before them the correct and beautiful. In that way we eradicate and eliminate the squalid, the ugly and the incorrect, from their minds. There are seven rooms on the main floor, all with hard wood floors, polished doors and painted and gilded ceilings. Not a mark nor a mutilation disfigures the beautiful wood, be it said to the credit of these young ladies and gentlemen. To the left, as you enter the grand hall, is the library and reference room. Ascending the broad and polished staircase you come upon three more large and handsome schoolrooms and, if you please, you can step out upon a sort of roof-garden, where occasionally a class that requires neither blackboard nor text book are taken for oral instruction. Just think what the children in overcrowded and over-heated schoolrooms in the States would say to a roof-garden-class! And the view is beautiful, the breezes entrancing! Here also is a luncheon room for the young ladies. On the floor above are three more rooms equally attractive in their way, where Latin, French and German, are taught. The faculty is an able one, and needs no special mention; being thoroughly well known. It is a charming, eager, ambitious community that floods these corridors and sweeps through the magnolia, azalea, and hybiscus scented grounds at the ring of the inevitable bell. Student life, which broadens and freshens with each successive year, is well worth watching with the flow and ebb of its variety. This great school is destined to play an important part in the future history of Honolulu.

MR. DOOLEY ON AMERICAN STAGE

"I've niver been much iv a hand f'r th' theaytre," said Mr. Dooley. "Whin I was a young man an' Crosby's opry house was r-runnin', I used to go down wanst in a while an' see Jawn Dillon throwin' things around f'r th' amusement iv th' popylace, an' whin Shakespere was played I often had a seat in th' gal'ry, not because I liked th' actin', d'ye mind, but because I'd often heerd me frind Hogan speak iv Shakespere. He was a good man, that Shakespere, but his pieces is full iv ol' gags that I heerd whin I was a boy. Th' trouble with me about goin' to plays is that no matther where I set I cud see some hired man in his shirt sleeves argyin' with wan iv his frinds about a dog fight while Romeo was makin' th' kind iv love ye wudden't want ye'er daughter to hear to Juliet in th' little bur-rd cage they calls a balcony. It mus've been because I wanst knowed a man be th' name iv Gallagher that was a scene painter that I cud niver get mesilf to th' pint iv concedin' that th' mountain that other people agreed was many miles in th' distance was in no danger iv bein' rubbed off th' map be th' coat-tails iv wan iv th' principal charachters. An' I always had me watch out to time th' moon whin 'twas shoved acrost th' sky an' th' record-breakin' iv day in th' robbers' cave where th' robbers don't dare f'r to shtep on a rock f'r fear they'll cave it in. If day iver broke on th' level th' way it does on th' stage, 'twud tear th' bastin' threads out iv what Hogan calls th' firmymint. Hogan says I haven't got th' dramatic delusion, an' he must be r-right, f'r ye can't make me believe that twinty years has elapsed whin I know that I've on'y had time to pass th' time iv day with th' bartinder nex' dure.

"Plays is upside down, Hinnissy, an' inside out. They begin with a full statemint iv what's goin' to happen an' how it's goin' to come out an' thin ye're asked to f'rgit what ye heerd an' be surprised be th' outcome. I always feel like goin' to th' box office an' gettin' me money or me lithograph pass back afther th' first act.

"Th' way to write a play is f'r to take a book an' write it over hindend foremost. They're puttin' all books on the stage nowadays. Fox's 'Book iv Martyrs' has been done into a three-act farce comedy an' 'll be projooced be Delia Fox, th' author, nex' summer. Webster's 'Onabridge Ditchnry' will be brought out as a society dhrama with eight hundhred thousan' char-rakters. Th' 'Constitution iv th' United States' (a farce) be Willum McKinley, is r-runin' to packed houses with th' cillybrated thradeejan Aggynaldoo as th' villain. In th' sixteenth scene in th' last act they're a nayger lynchin'. James H. Wilson, th' author iv 'Silo an' Ensilage' a story f'r boys, is dhramatizin' his cillybrated wurruk an' will follow it with a dhramatic version iv 'Sugar Beet Culture,' a farm play. 'Th' Familiar Lies iv Li Hung Chang' is expicted to do well in th' provinces, an' Hostetter's Alamnac has all dates filled. I undherstand th' Bible 'll be r-ready f'r th' stage undher th' direction iv Einstein an' Opperman befure th' first iv th' year. Some changes has been nicissry f'r to adapt it to stage purposes, I see be th' pa-pers. Th' authors has become con-vinced that Adam an' Eve must be carrid through th' whole play. So they have considerably lessened th' time between th' creation an' th' flood, an' have made Adam an English nobleman with a shady past an' th' Divvle a Fr-rinch count in love with Eve. They're rescued be Noah, th' faithful boatman, who has a comic naygur son."

"I see be th' pa-apar th' stage is goin' to th' dogs what with its Sappho's an' th' like iv that," said Mr. Hennessy.

"Well, it isn't what is used to be," said Mr. Dooley, "in th' days whin 'twas th' purpose iv th' hero to save th' honest girl fr'm th' clutches iv th' villain in time to go out with him an' have a shell iv beer at th' Dutchman's downstairs. In th' plays nowadays th' hero is more iv a villain thain th' villain himself. He's th' sort iv a man that we used to heave pavin' shtones at whin he came out iv th' stage dure iv th' Halsted sthreet opry house. To be a hero ye've first got to be an Englishman, an' as if that wasn't bad enough ye've got to have committed as manny crimes as th' late H. H. Holmes. If he'd been born in England he'd be a hero. Ye marry a woman who swears an' dhrinks and bets on th' races an' ye quarrel with her. Th' r-rest iv th' play is made up iv hard cracks be all th' char-ackters at each others' morals. This is called repartee be th' larned, an' Hogan. Repartee is where I say: 'Ye stole a horse,' and ye say: 'But think iv ye'er wife!' In Ar-rchey r-road 'tis called disord'ly conduct. They's another play on where a man r-runs off with a woman that's no better thin she ought to be. He hates her an' she marries a burglar. Another wan is about a lady that ates dinner with a German. He bites her an' she hits him with a cabbage. Thin they'se a play about an English gintleman iv th' ol' school who thries to make a girl write a letter f'r him an' if she don't he'll tell on her. He doesn't tell an' so he's rewarded be marryin' th' heroine, an' honest English girl out f'r th' money.

"Nobody's marrid in th' modhern play, Hinnissy, an' that's a good thing, too, f'r anny wan that got marrid wud have th' worst iv it. In th' ol' times th' la-ads that announces what's goin' to happen in th' first act always promised ye a happy maredge in th' end, an' as iverybody's lookin' f'r a happy marredge that held th' aujence. Now ye know that th' hero with th' wretched past is goin' to elope with th' dhrunken lady, an' th' play is goin' to end with th' couples prettily divoorced in th' centhre of th' stage. 'Tis called real life, an' mebbe that's what it is, but f'r me I don't want to see real life on th' stage. I can see that anny day. What I want is f'r th' spotless gintleman to saw th' la-ad with th' cigareet into two-be-fours an' marry th' lady that doesn't dhrink much while the aujeence is puttin' on their coats."

"Why don't they play Shakespere anny more?" Mr. Hennessy asked.

"I understand," said Mr. Dooley, "that they're goin' to dhramatize Shakespere whin th' dhramatizer gets through with th' 'Report iv th' Inteeryor Department f'r 1899-1900.'"

F. P. DUNNE.

IN MEMORIAM.

"I presume you carry a memento of some kind in that locket of yours?" "Precisely; it is a lock of my husband's hair." "But your husband is still alive." "Yes; but his hair is all gone." —Tit-Bits.

FEDERAL BUILDING MAY BE ERECTED IN HONOLULU SOON

THE SECRETARY OF THE TREASury of the United States will ask the next Congress to appropriate money for a Federal building for Honolulu. At the meeting of the Governor's Council yesterday morning Mr. Dole read a letter from E. A. Hitchcock, Secretary of the Interior in regard to securing land for the erection of a Federal building in this City. The Secretary stated the matter had been referred to the Secretary of the Treasury and the latter had advised the Interior Department that he would bring the matter to the attention of the next Congress.

Such a building would be used to house all officials of the United States Government.

Mr. McCandless read a letter from Manager Pain of the Hawaiian Tramways Company relative to the moving of the Alakea street tracks from their present position in order to clear a sewer manhole. Mr. Pain assured the Government that his own surveyor had gone over the matter and had come to the conclusion that the manhole, which is now located directly between the rails, might just as well have been placed to one side and thereby have saved the company the trouble of moving its track. Despite the fact that the Government's engineer had made his own investigations and found that the needs of the public demanded that the manhole should be placed where it now is, Mr. Pain takes exception to his judgment and demands that the Government take cognizance of his own convenience in the matter. Mr. McCandless replied to Mr. Pain that as the Government engineer had seen fit to place the manhole in the middle of the track, the Tramways Company would be under the necessity of moving the rails to one side, as the manhole location would not be changed under any consideration. The Tramways Company has been notified to move its track as soon as possible.

Section 597 of the Civil Laws reads: The right to grade, sewer, pave, macadamize or otherwise improve, alter or repair the streets or highways is reserved to the Government and cannot be alienated or impaired, but such work shall be done in such a manner as to obstruct the railway as little as possible; and, if required, the grantees must shift the rails so as to avoid the obstructions made.

The section makes the duty of the Tramways Company quite plain in the premises.

PERCENTISM THE CURSE

Commercialism Rules The World.

WHY THE MISSIONS LAG

President Smith of Oahu Scores the Prevailing Sentiment of America.

The following is an address delivered by President A. M. Smith of Oahu College before the Mission Children's Society:

Your 40th annual report contains the retiring president's address under a caption, "To Be or Not To Be." It suggested to us some of the great problems which have confronted missionary societies throughout the Christian world during the last few years, problems so grave that the question of the discouraged and heart-sick Zionist has forced itself upon more than one missionary board. Strangely enough, the argument for giving up missionary work, or that which in many instances has called for retrenchment, is so-called "civilization." In the address just mentioned the retiring president of this society set forth as the leading argument generally advanced for discontinuing this work, the fact that many of those who formerly had been regular in attendance and full of interest for the work had been drawn away by the multiplied interests and attractions of business and society—that is, by "civilization."

I was happy to note that the retiring president, though willing that the policy and methods of the society should be changed somewhat to meet new conditions, was still unwilling that it should be discarded. Missions or "civilization?" Which must yield? Formerly the Christian missionary went forth to conquer heathenism. Today he must fight—shall it be as just as desperately?—with so-called "civilization." Is the function of the gospel outgrown when that which we now call "civilization" has been extended through all the world?

For many years Christian missions have been struggling with that great empire of so-called heathenism,—China. Gradually "civilizing" influences have been forced upon her. Foreign ideas, customs, laws, goods, have gradually crept in and are slowly but surely established themselves.

Now the very foundations of a great and ancient kingdom are shaken, by the alluring and absorbing intrigues of "civilized" nations. Men say missionaries are grappling with the disorder and destruction in China today. Missionaries claim that "civilization," in its commercial and political greed, is the spirit of evil that invaded the superstition and ignorance of China into bloody fury. Men of more than ordinary intelligence and ability are even claiming that the age of missions is passed and that what the world now needs is commerce, commerce, commerce with a moderate dose of "a b c's." "Trade is the cry.

What is civilization? What is missionary? Can the two live together?

The first element of modern civilization is what most of us would call "commercialism." I cannot consent thus to name it, for there is a commercialism that is absolutely good, which benefits all lands in every community reached by it. That exchange of goods, ideas, customs, on a basis of mutual benefit—who will say that it has not been one of the great forces in the evolution of every race and nation? Such a commercialism, however, is not the fundamental characteristic of modern commerce. May I coin a word and name the first element of our modern civilization "percentism." Percentism for its own sake! To make 5, 10, 15 or 100 per cent, regardless of the effect of the transaction on all concerned. I am ready to admit that there are many evidences in our modern life, which, because of the mutual and general good they confer, readily earn 50 or 100 per cent for their promoters, but compared with the vast number of enterprises, business houses, corporations, whose only watchword is "money," "percentism," these worthy enterprises conducted because they are beneficial, are a drop in the ocean. The watchword of civilization today is "Percentism."

There are thousands of men who will risk great sums of money for the sole purpose of earning and obtaining and adding and enjoying the percentage of interest, but who, when approached by some needy person or worthy cause, declare that much as they would love to help they have none to spare at present. Of course not! How could a man call in a dollar loan or investment in order to give it to help some one or something the souls help? "It isn't business!"

I know there are those here who will not willingly admit that percentism is the predominating feature of our modern civilization. You say it is Christianity or American education or the influence of the American church. But the facts are against that opinion. Not more than one man in five in the United States can be called a churchgoing man. What are the other four doing? They are counting and scheming, enjoying and planning to get more and greater per cent. Percentism rules America today! It clutches at the throat of our modern life. It pervades society, even the class of the worthy and admirable, against the class of the unworthy and condemnable; it is trying to put its iron hand on the policy of educational institutions; it is driving churches out of business and out of existence.

This is fearfully pessimistic! But it is not. May I say here that no one believes more firmly than I in the ultimate triumph of the Gospel of Jesus Christ. I feel so confident of it that I don't care just the manner in which it is to come about. But for the present, perhaps all the good in our modern life that can be placed, by any process of analysis, under the category of Christianity. It rules our great cities. Political bosses who are in politics for the money they can make or steal, rule unchallenged almost every city of importance in the United States. New York is controlled almost completely by a band of rogues and Chicago by a gang of thieves. In just the proportion that Honolulu becomes an American city of importance will she be set upon by wolves in sheep's clothing—for the per cent there is in it.

But simply percentism is not all of modern civilization. There is alcoholism, which, on the other hand, not to be overlooked, are public education, laws of morality and a certain amount of moral and aesthetic culture.

What, now, is missionism? Because the historical facts of historical missionary effort stand out so boldly we are inclined, perhaps, to define the missionary effort in terms of these historical events. Missionary has long been considered the sending of Christian workers to a foreign, heathen land, or in one of its forms. But missionism is simply a blind conception of Christian effort to realize missionary effort to the fullest extent. It is precisely because we and our fathers and our fathers' fathers have considered the form and have forgotten the essence of missionism that we are prone to retreat before the onward march of "civilization." It is because men credit the church only with certain civilizing influences which are in reality the accidents and not the essence of missionism that they are willing to retire missionary societies as soon as the full tide of "civilization" has swept over a foreign, heathen land.

For instance, what service can a missionary render to a community, after the men have put on shirts and trousers and the women have donned holokus, and the children have begun to learn some other language than their own in a "school house?" I do not discredit these marks of civilization, and I hold that any man's capacity for spiritual life may be multiplied by culture, but I do object to narrowing missionary effort and influence and enterprise down to these things which are merely accidental to that great commission received from our Lord and Master. I know very well that not a person in this assembly so narrows the conception of missionism, but it is because the great majority of men who contribute their time and strength to the per cent civilization of our times do so analyze missions and missionaries, that the cause of missions has fallen into the background as compared with the prominent position it had not long ago. And it is for just this reason that I wish to maintain tonight that without the great uplifting, purifying, revivifying power of missionism, the civilization of our times must repeat the history of Greece and Rome, Egypt and Assyria, and every nation that has not known the only Name "whereby men can be saved." What is missionism?

It is the intrinsic force of the Christian church in its outward expression. It is the Spirit of Sonship and Brotherhood, radiating from any common center of Christian community. Missionism is not the church; it is not simply Christianity; it is Christianity in motion, love springing forth to rescue. It is the Spirit of God moving forth in power to bring righteousness and blessing to all the earth. Is there room, then, in the world for the modern type of civilization and missionism? No. Either one or the other must go. But with the going of the one, peace and good will and mercy and love must also go; with the going of the other, these abide.

The world, without the Spirit of Missions, must inevitably bring about its own destruction, for percentism is rotten at the core. Granted that there are mighty forces of education and culture abroad in the world struggling against the evil of greed, still it must be granted on the other hand that however educated and cultured a man may be, as the world counts these, no man can live as a child of God and as a brother of his fellowmen if the unselfish Spirit of Christ is not in him. From the a, b, c's to the Doctorate of Laws, there is not a single element of the wide sweep of modern education that cannot be perverted and that will not be perverted to a selfish use, ending inevitably in percentism, if the Spirit of Him who was all love and mercy and unselfish helpfulness does not possess the child of culture.

If the outgoing spirit of Christian love does not mightily prevail over the forces at work in modern society, our present type of civilization must prevail only for a season before it works its own utter ruin.

"Civilized" men by the thousands and millions today put the church and missions in the background—"outworn tools of a past generation," they say. And by as much as that type of civilization maintains today, by so much has the present generation taken the first step toward decay. If Christianity of the mission type does not again come to the fore and conquer the coming century, all that the world knows as good—those things which even the selfish per cent man must confess in his better moments are worth while—must be the first to pass away in another great historical reversion, such as crowd and sadden the pages of history.

I do not assume the role of a prophet. I speak only as one who has read history and human hearts and who feels, in spite of a most optimistic and youthful hope, that hard facts of human nature and human history must be met and taken precisely for what they are worth. Therefore, feeling keenly this great struggle between a shallow civilization and missionism—the expression of a divine love for man—I welcome and honor every effort that can in any manner foster the Spirit of Missions, which is the Spirit of God.

WHERE CHANGES ARE RAPID.

The South American stretched himself, yawned, and sat up. "Well, how goes the government?" asked the visitor who had just entered. "How do I know?" was the answering question. "I've been asleep for over an hour."—Chicago Evening Post.

DR. C. B. WOOD LEAVES THE BOARD TOMORROW

TOMORROW DR. CLIFFORD B. WOOD leaves the Board of Health, both as presiding officer and member. Thirty days ago he gave notice in writing that he would sever all connection he had with the Board of Health and retire again to private life.

For several months Dr. Wood has endeavored to resign as presiding officer and let some one else step in and take his place, but the members would not hear of it and pressed him to remain until some other arrangement could be effected. Dr. Wood felt that the incumbent of that office should be a man who could put all his attention to the important matters which arise daily. He himself could not do this, and thus his peremptory notice to the Board that they must provide a new head for the department.

Dr. Wood has been a member of the Board for more than six years. He was chosen president early this year when the epidemic of plague was at its height. His knowledge of medicine coupled with splendid executive ability, showed him to be the man of the hour. He was an indefatigable worker for the public good and had radical ideas as to the methods which should be employed to stamp out the disease.

Although he was not president when the first sanitary fires in Chinatown took place, he carried out the program thus begun to the letter.

In 1896 Dr. Wood, accompanied by W. O. Smith, then the Attorney General for the Republic, went to Japan and China to study sanitation. The former made a special study of plague and quarantine matters, both of which were of special service to him during the prevalence of plague in Honolulu.

Dr. Wood leaves the Board of Health with the sincere regret of his brother-members, who have grown to consider him as the only man fit for the important duties which devolve upon a presiding officer.

AN ELECTION AFTERMATH

Good Work of the Fifth District.

WHAT THE FIGURES SAY

Senator-Elect Geo. R. Carter Writing to W. C. Achi Replies to Criticisms.

The following is a copy of a letter sent to W. C. Achi yesterday by Senator-elect George R. Carter:

November 8, 1900.

W. C. Achi, City.

Dear Sir: Since the election I have heard statements made about the Fourth District saving the day, in comparison with the good-for-nothing Fifth District, and also because some of the helpers in the Fifth District have felt it necessary to apologize for the result, I have made up statistics from the figures given in last night's Star, which I think prove conclusively that the workers of the Fifth District have nothing to be ashamed of, when you take into consideration the following figures, showing the proportion of Hawaiian voters against all other nationalities:

Fourth District—		
Hawaiians	1637	or 52 per cent
All other nationalities	1502	or 48 per cent
Total registered	3139	
Fifth District—		
Hawaiians	2010	or 78 per cent
All other nationalities	561	or 22 per cent
Total registered	2571	

From the above figures you will see that in the Fourth District the Hawaiian vote was only slightly in excess of all other nationalities, whereas in the Fifth District the Hawaiian vote was nearly four times as large as all other nationalities combined.

It is evident to all that it was only the intelligent and younger Hawaiians who supported the Republican party, while the natives as a whole voted solidly the Independent ticket.

Now if the criticisms against the Fifth District are because of its overwhelming Hawaiian population, that is a matter over which we have no control, but if they are intended for the Republican workers in the Fifth District, the following facts will show that they are unwarranted and without foundation.

It is fair to assume that the Republicans and Democrats together carried all the votes other than Hawaiian. Now in the Fourth District the Republicans received 1,280 votes, or 49 per cent, and the Democrats 446 votes, or 17 per cent, and the two together 66 per cent of the whole vote cast. Now 48 per cent of the vote cast in that district was other than Hawaiian. Thus it is evident that the Hawaiian support of the Independent party was cut into to the extent of but 18 per cent—a matter of some 300 votes.

Reasoning the same way in the Fifth District, the Republican vote for Delegate was 813, or 36 per cent, and the Democratic 321, or 15 per cent—a total of 51 per cent. But in the Fifth District all nationalities except Hawaiian composed only 22 per cent, so that 29 per cent of the Hawaiians were taken away from the Independent party, or a gain of some 583 votes.

I think the above method of reasoning is fair, and it shows by actual figures, which are borne out as well by the Republican vote for Senators and Representatives, that in the Fifth District the net gain from the Hawaiian vote was 29 per cent, or 583 votes, while the net gain from the native vote in the Fourth District was only 18 per cent, or 294. This, taken into consideration with other facts known to you, certainly does the workers in the Fifth District no discredit.

Another very important fact is this—in the Fifth District the lowest vote polled by a Republican candidate for Representative was 624 votes, and yet there were only 561 votes other than Hawaiian, while in the Fourth District the lowest Republican Representative polled 1,016 votes, and there were other than Hawaiian 1,502 voters registered. In answer to this it will probably be argued that there was a large number of Democrats living in the Fourth District, but the Senatorial vote shows that the proportion of Democrats to Republicans was practically the same in both the Fourth and Fifth Districts, as follows:

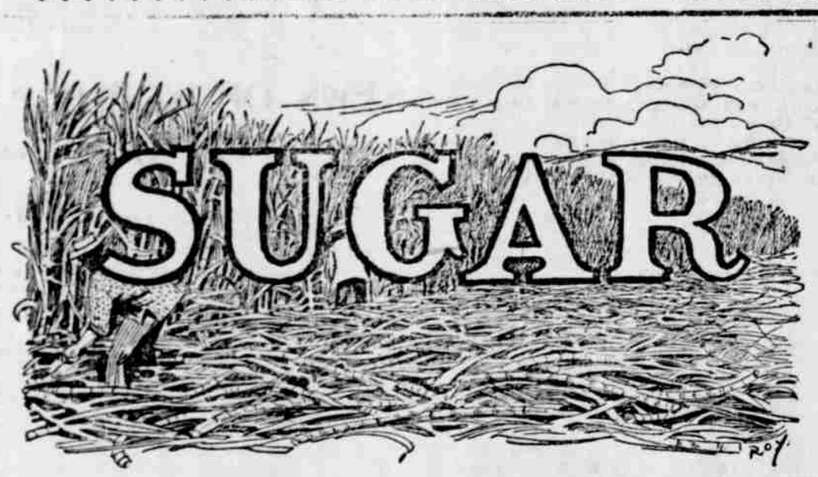
SENATORIAL VOTE.

Fourth District—		
Republican	7138	or 69 per cent
Democrat	3269	or 31 per cent
Total	10,407	
Fifth District—		
Republican	4591	or 70 per cent
Democrat	2214	or 30 per cent
Total	6805	

All the figures I have given go to show that the Republican gains in the Fifth District, against the overwhelming odds with which the Republican party had to contend, were much larger in proportion than the gains in the Fourth District.

The tabulated figures are at my office for corroboration and study if anyone desires.

Very sincerely yours,
GEORGE R. CARTER.



The following statistics are taken from Willett & Gray's Weekly Statistical Sugar Letter:

THE WEEK.—Raws declined 1-8c. Refined unchanged. Net cash quotations are: Muscovados, 4 1-8c; centrifugals, 4.625c; granulated, 5.49c. Receipts, 32,366 tons. Meltings, 36,000 tons. Total stock in four ports, 50,982 tons, against 54,616 tons last week, and 183,529 tons last year. Afloats to the United States from all countries, estimated, 190,000 tons, against 210,000 tons last year. Beet sugar quotations, f. o. b., Hamburg, 9s 7 1-2d per cwt. for 88 degree analysis. First marks German granulated f. o. b. Hamburg, 9s 4 1-2d, equal 4.91 New York duty paid.

Spot Foreign Granulated.—The demand is light and the supply much reduced. Russian crystals, 5.32; fine Austrian, nominal; Dutch, 5.54c asked, German 5.48c asked. For import, Dutch granulated, October shipment, 13s 5 1-4d, c. and f., equal to 5.28 duty paid. Fine Austrian granulated for prompt shipment, none obtainable.

This week's summary of the statistical position shows stocks in the United States and Cuba together of 54,582 tons, against 59,016 tons last week and 197,529 tons last year, a decrease of 142,947 tons under last year.

STATISTICS BY SPECIAL CABLES.—Cuba—The six principal ports—Receipts, none; exports, 500; stock, 3,000 tons, against 14,000 tons last year. Grinding has ceased.

Europe—Stocks in Europe, 268,000 tons, against 259,000 tons last week, and 442,945 tons last year. Total stocks of Europe and America, 322,582 tons, against 318,945 tons last week, and 639,574 tons last year at the same uneven dates, and 661,429 tons at even date of October 1st last year. The deficiency of stock is 316,992 tons, against a deficiency of 342,064 tons last week, and an excess of 56,023 tons December 28th, 1899.

Hamburg—Two thousand two hundred and fifty tons of raw beet sugar shipped to America from Hamburg and Bremen this week; 1,000 tons engagements; no refined shipped.

RAWS.—There has been a decline of 1-8c per pound in raw sugars on the spot, bringing quotations to 4 5-8c for 96 degree test centrifugals. At the same time centrifugals for arrival have sold at a further reduction to 2 3-4c, c. and f., being parity of 4 7-16c duty paid and beet sugars at parity of 4.31c. These last quotations will be the spot prices whenever receipts are increased to include larger amounts of unsold sugars. The trend of the market for at least a part of the new sugar campaign will be downward. The first estimates of the campaign supplies give crops of cane and beet sugars 827,218 tons in excess of the preceding year, so that the market is well assured against a high range of values, at least until the bulk of the crops have been marketed.

REFINED.—Trade fell off in anticipation of lower prices, but instead of reducing prices at once to meet the decline in raws, refiners gave guarantees to buyers of allowance of reduction if made before arrival of prompt shipments, and the orders came in rather more freely under this guarantee. The only reduction thus far made is 5c per 100 pounds on No. 2 grade of softs, but naturally other concessions will follow soon. The fact that so large a reduction (.40c) has already been made in refined against .37 1-2c in raw is reason for delay in new decline. Another reason is that the East is now supplying in part the usual demand at New Orleans, the refineries at that point being closed until November 5th on account of scarcity of raw supplies and for accumulation of domestic crop sugars. When those refineries start again it will be with an increased capacity to 7,000 barrels per day. At the close the market is again very dull, with buyers holding off.

SUGAR IN WALL STREET.—Wall street is having a political market all to itself. Nothing is taken into account except the election of McKinley. Wall street listens to nothing else. Statistics, trade conditions, counts for nothing. Politics count for everything and Wall street goes wild on its own hook. The outside public are not in it and are not invited as yet. They are expected in after the election. All stocks rise 10 to 20 points and sugar with the rest from $112 1-2 to $126 on politics. It is useless now to anticipate results when politics are eliminated and Wall street returns to normal conditions again, after election day.

THE PACIFIC

Commercial Advertiser

WALTER G. SMITH - - EDITOR.

FRIDAY : : : : : : NOVEMBER 9

The statement is published elsewhere herewith from Mr. W. M. Giffard, manager of W. G. Irwin & Company, denying that any wharf laborers had been discharged for voting for Wilcox. The rumor that such was the case has been persistently circulated by the Independents and it is just as well to have the truth known.

Considerable space is devoted to football in the November number of Caspar Whitney's magazine, "Outing," articles from the pens of such well known authorities as Walter Camp, Percy Haughton and George H. Brooke being given prominence. In view of the interest taken in the game here, these articles are especially seasonable and we shall quote from them at length in our Saturday page of Sports. "Outing" is showing a steady improvement and we find it one of the most interesting publications that comes to us.

In view of the increasing number of suggestions, not only from the press, but from responsible political bodies in California and elsewhere, that Hawaii be made a dumping ground for the lepers of the United States, we suggest the advisability of the Chambers of Commerce of Honolulu and Hilo taking some action in the matter and passing resolutions of protest, which shall be forwarded to other Chambers of Commerce in the States, and to the authorities in California and at Washington. The Planters' Washington representative might well be instructed also to do what he can in the matter, and individuals should write to their acquaintances in the United States so that it may become known that we are not indifferent upon the subject.

THE PLUMBING TRUST AGAIN.

At the last meeting of the Board of Health, Doctor Pratt, the then Sanitary Inspector, reported that the schools of the city, both public and private, were in bad sanitary condition; that these conditions had been remedied to some extent but that the Board of Education was unable to complete the necessary repairs and changes, because they could not obtain the necessary plumbing material except through master plumbers and their charges were so high that the amount of money available in the appropriation was insufficient.

Here stands an indictment which should bring the execration of the community upon the business houses in this town who, having plumbing supplies for sale, refuse to sell them to anyone except the master plumbers.

It is well known that insanitary closets are the most fertile source of disease and death.

It is equally well known that children are more susceptible to infection by disease germs than are adults.

We are faced with the situation, then, that the dealers in plumbing goods in this town, by illegally refusing to sell plumbing material to the Board of Education, are preventing the Board from placing its schools in decent sanitary condition.

We are faced with the fact that today the children of this city are being subjected to insanitary conditions which may bring disease and death among them, for the sole reason that a few business concerns have thought it good policy to form a close corporation monopoly and sell their goods only through the plumbing fraternity, who in turn charge such extortionate prices that it places the work beyond the reach of both private citizens and public bodies.

How will a member of the plumbing trust feel if his child happens to be the one who falls a victim to typhoid fever or diphtheria? Will he consider that the small amount of additional money which he has made by going into the plumbing trust will compensate him for the life of his child?

The plumbing trust iniquity does not grow less by lapse of time. Each day brings forth some additional phase of its viciousness; but this last development, by which the lives of the children of this community are being daily jeopardized, is simply infamous.

NATURALIZED CHINESE.

A most remarkable ruling has been made by the Solicitor of the Treasury concerning the status of naturalized Hawaiian Chinese, in which he takes the position that such a man is not a citizen of the United States. It is difficult to understand how the Solicitor of the Treasury could have arrived at this position. The Territorial Act declares that all Hawaiian citizens are citizens of the United States. "Hawaiian citizens" includes not only those native born but those theretofore naturalized under Hawaiian law. There is no exception made against the Chinese. Those who were naturalized under Hawaiian law are just as much Hawaiian citizens as are English and Germans who were naturalized, and those native born. They are recognized and treated here as American citizens by all officials. More than a hundred of them registered and voted at the first American election held on last Tuesday.

In the interests of fair play, such an important question as this ought not to be left to the decision of a single subordinate official. It is to be hoped that an early case can be made up which shall receive judicial interpretation of the standing of this class of our citizens.

Ruskin on the Bicycle.

This is what John Ruskin thought of the bicycle: "Some time since I put myself on record as an antagonist of the devil's own toy, the bicycle. I want to reiterate, with all the emphasis of strong language, that I condemn all manner of bi, tri, and 4, 5, 6, or 7-cycles. Any contrivance or invention intended to supersede the use of human feet on God's own ground is damnable. Walking, running, leaping and dancing are legitimate and natural joys of the body, and every attempt to stride on stilts, dangle on ropes or wriggle on wheels is an affront to the Almighty. You can't improve on God's appointed way of walking by substituting an improved cart wheel."

OF CURRENT INTEREST.

Champion Boy Sleep Walker.

"There's something just now up in our town," said a Geneva, N. Y., man, to an interviewer, recently, "that furnishes more excitement than politics. That something is a sixteen year old boy somnambulist, and the Flint Creekers believe he is the champion sleepwalker of the world. This youngster has been walking in his sleep since early childhood. His parents have often seen him take spoons and forks from the dining table and put them in ash barrels, and he has been known to go to the barn and take a harness to pieces and conceal the various parts. When he was eight years old he was found at 2 o'clock one morning sleeping under a tree in the yard of his parents' home. Not long since the lad's father was building a new barn, and when the carpenters stopped work they left a large wooden mallet on a cross-piece forty feet or more from the ground. At the supper table that night the boy's father remarked that he wished the mallet were down, as it might blow down and hurt some one. That night some country people returning from a dance saw a white-robed figure climbing a ladder leading to the staging around the new barn. The boy reached the top, and, balancing himself, walked upon a cross-piece eighty feet to the opposite end, picked up the mallet and returned to the ground without ever waking. The next morning he knew nothing of his night's adventures."

Wyoming for McKinley.

Governor Deforest Richards, of Wyoming, is confident that his State will swing into line for McKinley in November. Four years ago the electoral vote of Wyoming went to Bryan. "Two years ago," says Governor Richards in a letter received by a friend of his in Carbondale, Ill., "I, together with the entire State ticket, thoroughly canvassed the States, squarely drawing the issue between the gold standard and free silver, and after a most determined campaign we carried the State and broke the backbone of the free silver movement in the Rocky mountain district of our country. The effect of our victory of two years ago has been felt to a marked degree by our neighbors. Iconfidently believe that Kansas, Idaho and Washington will change their vote from Bryan to McKinley, with every prospect of Colorado and Utah doing the same thing."

Souvenir Palace Slippers

One American who returned from Europe this fall exhibited a novel souvenir of her travels. It consisted of a pair of enormous felt slippers that the visitor had been obliged to don before setting foot upon the floors of the most famous palaces. They are so big and shapeless, it is all an American can do to keep them on. Walking in them is impossible. Scuffling, sliding and shuffling are her only means of locomotion when so shod. The American who succeeded in bringing home a pair of the shoes as souvenirs did so only by means of a heavy bribe and the exercise of much diplomacy. The palace guards as a rule would never dream with parting with the things so precious to the polish of their floors.

Seems to be the Right Sort.

Young John D. Rockefeller, in his address to a Bible class in Tarrytown the other day, told his hearers that there were a good many things better than money in this world, and that one of them was work. He said he had learned this fact by cutting wood and crushing stone at fifteen cents an hour. He recalled that when he was in college his most intimate companions were men who worked their way by laundry work and doing janitor's duty. One of them was taken sick and went to the hospital. When he came out young Rockefeller wanted to share a part of his heavy expenses. He declined, saying if he could not pay his own way through college he would go home and work till he could.

Nothing to Learn

A surgeon from the West reached New York a few weeks ago to take what is styled a hospital course. The practitioner with pill and scalpel falls behind, remarks Victor Smith, in telling the story in the Press, unless he occasionally visits New York to learn new devices, fakes and methods. This surgeon went to Bellevue hospital one morning to see an operation performed for the cure of hare-lip and left town next day, saying: "What's the use of wasting time? There's nothing for me to learn at Bellevue. Only a lot of green boys over there practicing on stiffs and mutilating the unfortunate victims of disease and poverty."

Martinetti's Latest Marital Deal.

People who saw Actress Carrie Radcliffe in the audience at the New York theater the other night wondered at the generous applause she bestowed on Ignacio Martinetti every time that comedian appeared. In view of the fact that they were married secretly last Monday, Miss Radcliffe's enthusiasm is excusable. This is Martinetti's third matrimonial venture. Prior to Miss Radcliffe, Flo Irwin—sister of May—was Mrs. Martinetti. Before Flo Irwin—but, as a cynical correspondent puts it, that's too far back.

A Notable Change.

More than 20 per cent of the men discharged from the service of the New York Central Railroad Company twenty years ago were dropped from the rolls for drunkenness. Now, however, with 30,000 men in the employ of the company, less than 1 per cent of those annually discharged owe the loss of their situations to overindulgence in liquor. This change is said to be largely due to the beneficent influence of the railroad department of the Young Men's Christian Association.

Dr. Martin's View of It.

Rev. Dr. W. A. P. Martin, the venerable president of the Imperial University at Peking, and for fifty years a resident of China, believes that China must be partitioned among the powers. This solemn judgment is followed by a postscript, in his letter to the New York Times, which humorously says: "The new Imperial University, of which I have the honor to be president, is occupied as a barracks by Russian troops. It is likely to share the fate of the Manchu dynasty."

A Dog Dope Fiend.

Dr. J. W. Snow, of Atlantic City, has an Irish setter dog which was recently run over and badly mangled. Feeling sure that the animal would die the doctor began to experiment on it with morphine. To his surprise the setter is slowly recovering, but meantime has apparently become a confirmed morphine fiend, showing the same symptoms when denied the drug for any length of time as are exhibited by the human victim.

Due to Volcanic Action.

According to the views of a British sea captain, who was in the Gulf of Mexico during the Galveston tempest, the disturbance was partly volcanic.

ODD THEORY OF WIRELESS SYSTEM

Scientist Believes Electricity Goes Through Earth Not Air.

According to the daily press, M. Willot, of the French telegraph department, who is the inventor of various telegraphic and telephonic devices, maintains that it is the earth and not the air through which signals are transmitted in the Marconi system of wireless telegraphy, says the Boston Transcript:

"The fact that neither the roundness of the earth's surface nor intervening hills intercepts the signals suggested to him the question whether the matter telegraphed left the masts at the top or bottom. He conjectured that it left at the bottom, especially as the signalling is not affected by wind or fog, and is improved by giving the masts good electric connection with the earth. His theory involves communicating through the geological beds in which the earth's electricity has the same tension, the idea being that any disturbance at any one point in the same electric level creates what naturally would be called a swell in the whole level, leaving the higher and lower strata comparatively undisturbed. M. Willot proposes to tap these levels, boring shafts and measuring electrical tensions with the electroscope. * * * The French telegraph department has appointed a committee to sink shafts to ascertain the distribution of the electric levels."

The same idea is suggested in an editorial in the Electrical World and Engineer (September 22), in which the writer says:

"It is wonderful how much seems to depend upon the earth in the Hertzian-wave telegraphy. It is common belief that the earth has little or nothing to do with the matter, and that the air or upper world of ether is all-important. On the other hand, however, it is now recognized that transmission can be carried considerably further over the ocean than over the land, and it is believed that the difference is due to the higher conductivity of sea water. It is even stated that on land the dryness or dampness of the soil noticeably influences the transmission, and apparently from the same cause.

"It is stated that Hertzian-wave telegraphy has been a failure in South Africa during the recent war, owing to the general prevalence of bad earth. Not only is good earth in the technical sense difficult to secure, but the long desert plains are most unfavorable to the transmission of electric waves. What is ideally needed for their transmission is a highly conducting level surface over which the waves may run without absorption, being continually reflected. In the absence of such an electric mirror, the waves tumble into the earth and become absorbed, as well as dispersed.

"All these conditions seem to point to the ocean as the future scene of utilization of Hertzian-wave telegrphy. On land we can ordinarily hang or bury our wires and be content. At sea we are unable to maintain metallic communication, and where the ocean begins the opportunity of wireless telegraph begins also. It is to be hoped that the day may not be far distant when the lighthouses along our coasts will also be Hertzian-wave houses, and issue signals day and night to the shipping within fifty miles' radius. The steamer's mast will then have two functions left, one to hold up flags and the other to hold the antennae."

NEWS OF WORLD CONDENSED

Entertainments in New York will be on a very lavish scale this winter.

Cecil Rhodes, according to a special dispatch from Cape Town, is ill with fever.

A new "Schlatter" has appeared in San Francisco and is making money out of the credulous.

General Haywood's opinion is that 10,000 men should comprise the Marine Corps in order to meet all demands upon it.

The Assistant Secretary of the Treasury has decided that a cow and calf are household effects and as such are entitled to importation free of duty.

William Waldorf Astor wins new unpopularity by applying for permission to close a much-used footpath in his Cliveden estate on the banks of the Thames.

Minister Conger has preferred charges of cowardice against Captain Newt. T. Hall, U. S. M. C., the second in command of the marine force at Peking during the siege.

Frank Groskate, a lad of 7, residing in San Francisco, was struck on the head by a falling scantling and his skull was fractured. Trephining was resorted to. The boy may recover

Col. Chas. B. Wagner, personal friend of Abraham Lincoln, and who guarded the house to which he was carried after being shot by Wilkes Booth, died at Alameda at the age of 75 years.

Emperor William has ordered Prof. Begas to make His Majesty's own marble statue for the new Hall of Glories in Barmen, where statues of the Emperor's ancestors are already placed.

Dickens' house in Tavistock Square, where the novelist lived nine years, entertained celebrities of the day, and the place where he wrote "Bleak House" another works, has been demolished.

The charges of cowardice preferred by Minister Conger against Captain Newt. T. Hall, U. S. M. C., the second in command of the marine force at Peking during the siege, have been declared to be groundless.

W. S. Robson, one of the most extensive cotton planters of Texas, has gathered statistics from the Brazos and Colorado valleys. He declares the boll weevil has destroyed $6,000,000 worth of this year's cotton.

Paymaster General Bates reported to the Secretary of War that during the year ended June 30, 1900, he paid to the Army, regular and volunteer, $36,656,600; on the emergency fund to disband the Cuban army, $1,642,650.

Though John Sherman did not designate anyone to be his biographer it is supposed that Henry C. Hedges, chairman of the speakers' bureau at the National Republican headquarters at Chicago, will be chosen.

A dispatch from New York, October 29, stated that terrific and fatal explosions of chemicals shook New York like an earthquake. A seven-story drug store was hurled into the air, leaving many dead in the ruins. Two blocks of buildings were set on fire.

The Valencia, which sailed from Nome on October 16, had on board Alexander McKenzie, receiver of the Nome gold properties, as a prisoner. The Nome citizens went wild with joy over his arrest. He was forced to surrender the gold dust in his possession.

The grain shortage in Russia is not confined to the eastern provinces and Siberia. The provinces richest in cereals are actually suffering on account of poor harvests. Grain is forwarded ahead of other merchandise and grain railway rates have been reduced.

Edouard de Reszke, Scotti, the baritone, Mme. Nordica and Susan Strong arrived from Europe in New York on October 27. Their manager, Maurice Grau, crossed with them and seventy members of the company. Madame Melba and L'Aquitaine arrived on the French steamer.

AS TOLD BY A SPANIARD

The Story of Santiago's Fall.

MORRO'S KEEPER'S TALE

Translation of Curious Account of the Sea Fight by Eye-Witness of it.

Albert P. Wright, one of Roosevelt's Rough Riders, and the first man of the army to hoist the flag on Cuban soil, who is on his way to Manila on board the United States transport Port Stephens, now in this port, has in his possession a curious translation of the report made to the Spanish Government by the lighthouse-keeper at El Morro, Santiago de Cuba, concerning the naval engagement between the American and Spanish fleets.

This is a Spanish version of the affair, and has never before been published in the English language. Wright got hold of a copy of the report while he was in Cuba with the Rough Riders. He had a translation made of it by one Robert de Choudens.

The Morro lighthouse-keeper, Luis Lopez by name, prefaced his report with an account of the troops stationed at Morro Castle and also went into details concerning the sinking of the Merrimac. The following is an exact copy of the original report as translated by the above mentioned De Choudens. Those familiar with the story of the fight off Morro Castle will be able to detect various misstatements made by the Spaniard in his report:

Troops Stationed at Morro Castle—The troops stationed at Morro Castle numbered 225 soldiers, 100 of these belonging to the Second Battalion of Cuba and 125 between artillerymen, guerrillas and from the Engineers' Corps. The commander of the fort was Don Antonio Ros. The officers under him were Lieut. Antonio Quintana, Captain Antonio Anton, three lieutenants more and a major and two lieutenants of guerrillas. At the same time, as prisoners, we had in the Morro a major of guerrillas named Casteloi and three captains of same. The chief of the battery was Col. Ordonez and under him were two lieutenants, named respectively, Aguirre and Sanchez, both of whom were wounded in the first encounter. Lieut. Sanchez was afterwards sent to Punta Gorda battery with six artillerymen and four marines from the cruiser Reina Mercedes. The Socapa battery was manned by two officers, one sergeant and marines from the Reina Mercedes and six artillerymen. On the 6th of June four artillerymen were killed in the Socapa battery, one of them disappearing so completely that the only vestige found of him next day was a leg. There were present at the Morro two lieutenants and four marines more from the Reina Mercedes, who helped the lighthouse-keeper in the Signal Service. At the torpedo station on the beach were two officers and six marines from the Reina Mercedes, to whom the movements of the American fleet were communicated by telephone from above.

Account of the Fight.—On the 17th of May two steamers were sighted twelve miles from shore or, better said, from the Morro, one of which fired. One of the steamers was the San Luis. The Morro was not able to answer the fire at the time, as the only mounted gun was not ready for use. The next day, the 18th, the two steamers came to within two miles from the Morro and appeared to be taking up the cable. One of the lieutenants of infantry, who was on guard at the time, in company with the lighthouse-keeper, asked him what he thought of the steamers' movements. After looking through his glasses, the lighthouse-keeper replied that they were taking up the cable. The officer reported same to Major Ros, who came to inspect for himself, and said: "We will fire on them, as those are the only orders I have." They could only fire two rounds, as after that the only gun mounted became useless. The steamers answered with more than 100 rounds, which were counted by Major Ros.

Some of the shots damaged the semaphore signal and one shell entered the house occupied by Lieut. Quintana, which, had it exploded, would have killed three officers who were there at the time. All the troops got under cover, the only ones remaining being Major Ros, the lighthouse-keeper and one officer and two marines from the Viscaya. The firing getting too hot for the officer, he ran off with his two marines, dropping his sword while jumping a wire fence and fractured his leg. On the 19th six more steamers were sighted coming directly for the port. The officers and soldiers became very much alarmed and began to disappear on seeing they did not hoist their flag, and believed them to be American. The only ones who kept their stations were Major Ros, four marines from the Reina Mercedes and the lighthouse-keeper. On approaching nearer the ships were seen to belong to the Spanish fleet commanded by Admiral Cervera. Then everybody began to reappear and shout with glee: "Hurrah for Spain! Hurrah for Spain! Hurrah for the Spanish fleet! Hurrah for Admiral Cervera!" On the 20th of May an English steamer came towards port and the San Luis gave her a chase as soon as she sighted her. The Englishman put on all steam to get away, but the San Luis soon got within eight miles of her and on firing a shot at her, she hove to and surrendered. It was believed by everybody at the Morro that some of the Spanish ships would get out in her defence as soon as they knew what was taking place, and on seeing they did not do so, for fear of the American squadron being near, all the officers and soldiers at the Morro exclaimed: "They are afraid of the enemy! Our marines are cowards!"

A powerful fleet was sighted on the 21st of May, composed of the Indiana, Iowa, New York, Brooklyn, Texas, Massachusetts, a transport carrying coal, and several others. As soon as Admiral Cervera knew of the presence of the enemy, he came to the Morro with all of the officers of his ships and was soon convinced of the strength of the American fleet and the weakness of his. The Governor of Santiago, Gen. Linares, who was also present, said to Admiral Cervera: "We cannot deny it; the American squadron is powerful."

Admiral Cervera, fearing the Americans might attempt to enter the harbor, gave orders to put his ships in line of fire with the entrance, putting the Cristobal Colon, which was the best in the fleet, directly in front of the entrance, protected by the Punta Gorda battery. For two days the ships lay in this position, and then the Indiana fired on them at 2:30 p. m., making them get back to their original anchorage. The bay was bombarded every day and the shooting was pretty accurate and effective. On the 6th of June the ships directed their fire against the harbor, the Morro, Socapa and Punta Gorda batteries. In the Morro, Col. Ordonez was wounded and killed, as well as Lieut. Tejedijo and two soldiers, one from the artillery and the other from the Engineers' Corps. A shell burst in the Socapa battery, killing a corporal, four artillerymen and four marines from the Reina Mercedes. This continued until the 7th, and on the 15th the ships again opened their fire.

A shell from the Brooklyn fell on board the Reina Mercedes, killing the second commanding officer, two officers and nine marines and wounding one officer and five marines. On the 28th of June sixty vessels came into sight, bringing American troops, who were landed the next day at Daiquiri, one of the ships protecting the landing. From this date the fight continued by land and sea. El Caney, a small town, was taken on July 1st, and on the 2d General Vara del Rey was killed. At 9:30 a. m. July 3d Cervera's fleet lifted anchor, the Infanta Maria Teresa leading and commencing the fire against the Texas, which answered the fire. Those at the Morro saw one torpedo boat sink and another go on shore. The battle lasted one hour and in that hour the Spanish fleet was completely lost. At 12 p. m. July 4th an order was given by the Governor to sink the Reina Mercedes in the channel to prevent the Americans getting in the harbor should they attempt it; it could not be done, however, on account of the Texas firing on her. On the 5th the Governor gave orders for the residents to leave the city as the Americans were going to bombard it, which was effected by two of their ships. This continued until the 17th, when Gen. Linares surrendered to the American General, the Morro being turned over to a captain and twenty-five men of the American cavalry by Lieut. Quintana and Lieut. Aguirre of the artillery. Dated and signed:—Morro, Sept. 29, 1900, Lighthouse-Keeper, Luis Lopez.

The Sinking of the Merrimac.—The Merrimac came into the harbor at half-past three on the morning of June —. On getting in the entrance the Merrimac opened fire, to which the cruiser Reina Mercedes, the torpedo boat Pluton, which was in the bay called Nisperos, and the batteries of Estrella and and Punta Gorda answered. The two torpedo mines in the channel were also exploded. The raft, which the Merrimac had at her stern was destroyed and the small launch, which was doing service for the cruiser Almirante Oquendo, was damaged.

A short distance behind the Merrimac came two boats with men, who were to have picked up Capt. Hobson and his seven men. As soon as they saw the raft was destroyed they pulled outside the entrance, firing against the Morro. The officers in the Morro believed and affirmed that they had sunken a Spanish ship and that it probably was the one they were expecting with the convoy. They asked me, the lighthouse-keeper, if it was a Spanish boat and I replied that it was American. "You are wrong" and "How do you know?" they said. I answered that I had seen the American flag on her. We were yet disputing about it when a message came from the Reina Mercedes stating that they had eight prisoners from the sunken vessel. On board the Reina Mercedes the men were given dry clothes, water to bathe themselves and breakfast.

After taking their declarations, the officers of the Reina Mercedes asked: "How was it, Capt. Hobson, you had the courage to come into the harbor?" Hobson replied: "There are 100 more on board who would do the same." The Spanish officers answered: "And we have 1,000 here to receive them." At 7 a. m. of the same day Hobson and his men were brought to the Morro and they appeared content and without fear. One of the officers in the Morro, who spoke French, took Hobson's declaration and he replied the same as he had to the officers of the Reina Mercedes. The Spaniards said: "One has to be a brave man to do what Capt. Hobson has done; it is not every man who exposes himself to such dangers." Capt. Hobson was given every attention. He had a room in the Morro with a window in it, through which he could look out, and had he wished to, could have made signals to the American fleet.

That same day a small tug, the Colon, was sent out under flag of parliament, informing the fleet that Hobson and his men were prisoners and were safe. From the fleet, clothes and money were sent them. After a few days Hobson and his seven men were taken to the city barracks known as Cuartel Reina Mercedes.

LUIS LOPEZ.

A FISH EXPERT TO BE SENT HERE BY THE GOVERNMENT

Will Investigate Island Resources and Correct Abuses.

BY JANUARY 1, 1901, there is a possibility of an expert from the United States Fisheries Commission being sent here from Washington to investigate the fishing resources of the Islands.

Secretary of the Territory Cooper received in the last mail a letter from the Fish Commission informing him that although this investigation was contemplated, the Department had formed no definite plans. The letter intimates that a reply to Mr. Cooper's letter forwarded from here in August had been answered to the Department of the Interior. If the Interior Department forwarded the communication Mr. Cooper failed to receive it.

Mr. Cooper feels quite encouraged by the Department's reply. He feels that the present methods of the Japanese and Chinese fishermen will be frowned down upon by the Federal authorities and that measures will be promulgated to protect the fish preserves from wanton destruction. The investigation proposed by the Commission also means the propagation of foreign species in these waters. The letter reads as follows:

United States Fish and Fisheries Commission,
Washington, October 24, 1900.

The Honorable Secretary of the Territory of Hawaii.

Sir: Your communication of October 9 has been received. On August 25, in reply to a letter enclosing your communication to the Department of the Interior of August 3, this Commission had the honor to address the Secretary of the Interior as follows:

"This Commission has under consideration the matter of the investigation of the fisheries and fishery resources of Hawaii with a view to making recommendations for their improvement, if possible; but the work cannot be undertaken before January 1; the matter has not taken definite form. This Commission will be pleased to communicate further on this subject with the authorities of Hawaii at a later date."

This letter has doubtless reached you by now and the Commission is not in a position to say anything more definite at present.

Respectfully,
W. DE P. RAUEUIL,
Deputy Commissioner.

AN EXTRA CHARGE.

"Here, waiter, you have charged for three soups instead of two." "Yes, sir; there is the one I spilled on madame's dress."—Journal Amusant.

IN THE SUPREME COURT OF THE TERRITORY OF HAWAII.

SEPTEMBER TERM, 1900.

MARY C. ALDRICH, HELEN B. KING, HENRY S. SWINTON, HELEN M. SEAL, and NORMAN BROWN by W. C. KING, his next friend *v.* PRISCILLA E. HASSINGER, ANNIE H. TURTON, HENRIETTA E. ROSS and DOUGLAS K. BROWN.

APPEAL FROM CIRCUIT JUDGE, FIRST CIRCUIT.

SUBMITTED OCTOBER 4, 1900. DECIDED OCTOBER 29, 1900.

GALBRAITH AND PERRY, J.J., AND J. A. MAGOON, ESQ., OF THE BAR, IN PLACE OF FREAR, C.J., DISQUALIFIED.

M., being at the time grievously ill and about to die, and desiring to make a final disposition of her property either by will or by deed of trust so that said property should go to her five nephews and nieces, requested S., her most trusted friend and adviser, between whom and herself confidential relations existed, to assist her in effectuating that desire and intention. S., taking advantage of her great trust and confidence in him and fraudulently intending to obtain the absolute title to the property for himself, persuaded her to execute a deed, which he prepared, and which did not express the trust desired, by leading her to believe that he would hold the property subject to that trust and that he would carry out her desire and intention concerning the same. Held, that S. in his lifetime held the property as a trustee *ex maleficio*, and that since his death his heirs have held and now hold the same as trustees, for the use of the five nephews and nieces and a conveyance ordered accordingly.

OPINION OF THE COURT BY PERRY, J.,

(J. A. Magoon, Esq., dissenting).

These proceedings were instituted on the 10th day of November, 1891, before a Justice of the Supreme Court sitting, in Chambers, as a court of equity, by Mary C. Aldrich, Helen B. King, Harriet N. Brown, Helen M. Seal, Henry S. Swinton, Charles E. S. Swinton, and Douglas K. Brown and Norman Brown, by William C. King, their next friend, complainants, against W. James Smith, respondent. The main prayer of the bill is that respondent be declared to hold certain property therein particularly described and situate in Honolulu, Oahu, as trustee for the use of certain of the complainants named. The case was tried and submitted during the month of December, 1891, and in January, 1893, the Justice before whom the trial was had resigned his office without having rendered a decision. W. Jas. Smith died on the 22d of March, 1896, and on the 15th of May of the following year a bill of revivor was filed, reciting the fact of the respondent's death and praying that Priscilla E. Hassinger, Henrietta E. Ross and Annie H. Turton, his heirs at law, be substituted in his stead as parties defendant and that the suit stand revived against them, in the same plight and condition as it was in before the death of the respondent.

In June, 1897, the cause, as revived, was submitted to a Judge of the Circuit Court of the First Circuit, who, in the month of October following, filed a decision and a decree in favor of the complainants. For certain defects in the matter of parties to the bill of revivor, that decree was reversed and the case remanded. Douglas K. Brown, too, having come of age and deeming his interests to be adverse to those of the other complainants, moved that his name be stricken from the record as that of a party plaintiff. His motion was granted, and he was subsequently made a party defendant. Other proceedings were had and finally the case, entitled as above, was again, in July of this year, argued before another Judge of the First Circuit, who also rendered a decision and signed a decree granting the relief prayed for in the original bill. The cause now comes to this court on appeal from that decree.

At this point, we wish to call attention to the fact that in the decree entered July 21, 1899, which purports to revive the original suit and to place it in the same plight and condition as it was in just prior to the death of W. Jas. Smith, the name of Charles E. S. Swinton as a party plaintiff is omitted and that of Helen M. Seal is included as a party plaintiff. This was, apparently, by an oversight, or a clerical mistake. That decree itself recites that Charles E. S. Swinton was one of the original plaintiffs; and a stipulation, dated November 24, 1891, is on file, whereby all the parties concerned agree that "the name of Helen M. Seal may be stricken from the record as that of a complainant and that her name may be added as that of a party defendant, without necessity of amending the bill of complaint, that the bill shall be considered as though it had been so amended, that a copy of the bill may be handed to the attorney in fact of said Helen M. Seal, who will accept service thereof, and that the trial of the issues herein may thereupon proceed as though no change had been made in the parties hereto." The decree of October 24, 1899, makes the title of the suit as revived the same as does that of July 21, 1899, excepting only that the name of Douglas K. Brown is added as that of a defendant. If this was in fact due merely to an oversight or clerical mistake, the decrees should be corrected by the court below.

The allegations of the original bill are, in brief, as follows: That complainants are respectively related to the late Martha C. Swinton, thus: Henry S. Swinton and Charles E. S. Swinton as brothers, Helen M. Seal as sister, Mary C. Aldrich, Helen B. King and Harriet N. Brown as nieces, and Douglas K. Brown and Norman Brown as nephews, and that these complainants are the only heirs at law of said Martha C. Swinton; that Douglas K. Brown and Norman Brown are minors; that said Martha C. Swinton was possessed in her own right, during her life of a certain piece of land described; that Martha C. Swinton died on or about August 4, 1891; that for several months prior to her death, she suffered from a malady which finally resulted in her death and which, toward the close of her life, confined her to her room and bed; that for many years past it had been and, at the time of the execution of the deed hereinafter mentioned, was the intention, desire and purpose of said Martha C. Swinton to so leave and dispose of her said property that, at her death, its beneficial ownership, use and occupancy should be secured to her nephews and nieces above mentioned, in equal parts and rights and to the exclusion of all other persons; that for many years prior to and at the time of her death, Martha C. Swinton and respondent Smith sustained friendly and confidential relations, the one to the other, and that during all of said period said respondent was the most trusted friend and adviser of said Martha in regard to her property and business transactions; that within a few weeks of her death, Martha, realizing that her end was near and desiring and intending to arrange her property affairs in the manner above stated, summoned said respondent into conference, to advise her as to the best method of so disposing of said property as to attain said object and that in the course of the conference which then followed, said defendant advised and persuaded said Martha C. Swinton that the only safe manner in which to carry out the intention and purpose of said Martha C. Swinton to so secure to her said nieces and nephews the said property, in manner as aforesaid, was to make a conveyance thereof to said defendant, in trust for, and to the use of said nieces and nephews of said deceased; that among other reasons adduced by defendant to persuade said deceased into adopting such course as aforesaid, was the expense of probate proceedings for the establishment of a last will and testament, and the uncertainty of being able to sustain a will of said deceased in favor of her said nieces and nephews, in case of a contest thereof by the brothers and sister of said deceased above named; that in consequence of said representations to said deceased, by and on the part of said defendant, and which said deceased then and there believed, she, said deceased, was then and there induced and persuaded to execute, acknowledge and deliver the deed in question; that the respondent, being the confidential adviser as aforesaid and well knowing the desire and purpose of said Martha, seeking a selfish and fraudulent advantage in respect of said property, deceived and persuaded Martha into the belief that said deed, so executed by her, would secure to her nieces and nephews the beneficial ownership of the said property, and promised and assured Martha that he would hold said property under said deed in trust for and to the use of said nephews and nieces; that since the death of Martha said respondent has denied the trust character of said conveyance and claimed the sole legal and beneficial ownership in said property and denies that said nephews and nieces have any right, equitable or otherwise, therein; and that said deed was obtained by misrepresentation and fraud, and does not represent the wish, purpose or intent of the grantor.

The prayer is as already stated above, and, in the alternative, that respondent be ordered to convey the property to the nephews and nieces named. A general prayer of relief is also added.

Respondent in his answer admits the relationship of the parties, the minority of the two nephews, the ownership by Martha of the property mentioned, adding that it was conveyed to her by him in 1868 for no consideration other than the affection and friendship which he bore towards her; admits the facts stated in the bill concerning Martha's illness, except that he says that she was confined to her bed for only a few days; denies the truth of the averments concerning Martha's intention as to the disposal of her property; admits the existence of friendly and confidential relations between himself and Martha and the fact that he was her most trusted friend and adviser in regard to her property and business transactions; denies the truth of the allegations as to how he obtained the deed and states the facts on that subject to be these: that about three or four weeks before the death of said Martha C. Swinton, she sent for the defendant to come and talk with her about the disposition of her property in case she should not recover from the illness from which she was then suffering; that said Martha C. Swinton then and there told him that she did not want to show any partiality toward any of her relatives in the distribution of her property, and that she did not wish to leave it in such a manner that they could divide it up or dispose of it, as she desired that it might remain intact in order that they might all of them at all times have a place where they could live if they met with reverses or were unable to provide themselves with a home elsewhere. She also stated to the defendant that there were so many of them, she was afraid that unless there was some one person having control of the matter, they would get to squabbling among themselves and cause trouble; that the said Martha C. Swinton, without suggestion on the part of the defendant, stated that she had thought of making a will, but was afraid of the uncertainty of establishing a will, and thought it had better be done by deed, thus placing the property in a way that by his deed or will it might eventually go to the relatives whom he knew that she preferred should eventually possess it, in which opinion the defendant concurred. That she then told the defendant that she wanted him to act for her as the person to whom the property should be conveyed, with discretion in him to allow all or any of her relatives to use the said premises as a homestead, the reason for the exercise of such discretion being that any relative making trouble for the others living thereon at the time being, could be removed therefrom in the interest of the family peace without the legal right to refuse so to remove, and with the further object of preventing any of her said relatives from selling or otherwise disposing of said premises or using it for any other purpose than as a homestead. That he agreed to her request and prepared the deed and submitted it to her, that Martha carefully examined the same and declared that it expressed exactly what she wanted; that she never expressed to respondent any desire that her nephews and nieces should exclusively have the beneficial interest in the land but on the contrary repeatedly stated to him that she desired all the persons within the degree named to be treated alike unless respondent in his discretion should see fit to pursue a different course. Respondent further denies, in his answer, that he sought any selfish or fraudulent advantage in respect of said property, or that he deceived or persuaded said deceased into the belief that said deed so executed by her would secure to her said nieces and nephews the beneficial ownership of the property therein described, or that he promised and assured said deceased that he would hold said property under said deed in trust for and to the use of said nephews and nieces of said deceased and their heirs; that on the contrary the said deed was executed by the said deceased with full knowledge by the said Martha C. Swinton of the meaning and intent of such deed as therein expressed, and with the intent and desire on her part to dispose of the said property in manner as the same is disposed of by the said deed; and that he has sought and is now seeking solely to carry out the intent and desire of Martha as in his answer and in the deed expressed; and denies that he has at any time claimed beneficial ownership to himself personally in said property and does not now claim any such ownership except in the event of the death of all of Martha's relatives within the second degree of consanguinity.

The instrument in question is in form an absolute deed with habendum, "to the said W. James Smith his heirs and assigns to his and their use and behoof forever." Then follows this clause: "But it is my wish that the said premises may at all times be available for a homestead or place of dwelling for any or all of my blood relations of or within the second degree of consanguinity to me in the discretion of the said W. James Smith, or of him whom he shall appoint by deed or will for the purpose. The interpretation of the degrees of consanguinity to be that given by Blackstone."

The questions which now present themselves for determination are, first, whether or not the facts and circumstances attending the execution of the deed were such as to charge the property conveyed with a constructive trust, and, second, whether or not the language of the deed itself is such as to create a precatory trust.

The contention of counsel for the present respondents is that the evidence adduced fails to show that the deed was obtained by fraud or under other circumstances such as will justify the Court in declaring that a constructive trust exists, and that the language of the deed is wholly insufficient to create a precatory trust. For the complainants, the opposite view is urged on both subjects.

Undisputed evidence shows that Martha C. Swinton was, at the time of the execution of the deed on July 28, 1891, and for at least two or three weeks prior thereto had been grievously ill. About two weeks prior to the date named she, realizing that her end was near and desiring to make a final disposition of her property, which consisted solely of the piece of land now in controversy and a few articles of personalty, sent for W. J. Smith, who, as is admitted, was her most trusted friend and adviser and between whom and herself most confidential relations existed, to assist her in carrying out her purpose. Smith called on Martha as requested and an interview followed between the two. Between the time of that first interview and the date of the execution of the deed, Smith called on Martha several times and on each of these occasions, as, likewise, at the first interview, no one else was present.

We are satisfied from the evidence that at that time it was Martha's intention and desire to make a last and final disposition of her property, testamentary in its character. Whether she then had in mind a will or a deed is not, perhaps, entirely clear, but the circumstances of the case and the respondent's own evidence furnish strong ground for believing that a will was what she first desired. She had often for a long time past and even during the period of her last illness talked of leaving her property at her death to certain persons (the question of beneficiaries will be hereafter referred to) and the usual and ordinary method of such a disposition is by will. Moreover, the evidence shows that Smith advised her against making a will because of the cost of proceedings in probate and because of the possibility of a contest by relatives not provided for in the will. There would have been no necessity for this advice if she had not suggested a will. The subject was certainly discussed to some extent. See evidence of Smith, p. 86: "Q. She spoke of the uncertainty of establishing a will? A. Yes, while the question of litigation sometimes arises there was some of her relatives who might have been living that would bring a suit in sometimes. Q. So that that question was canvassed in her mind? A. She must have been thinking it over herself, she only mentioned the will the first time and then she dropped the idea. Q. She adopted the deed then as a surer method of giving the property to those whom she preferred? A. That is the way I understood it, yes, that is what she meant."

The thought of a will, then, having been abandoned and, as we believe, by reason of the advice given by Smith, Martha, to use Smith's own words, adopted the deed as the surer method of giving the property to those whom she preferred. But had she in mind an absolute deed granting the whole beneficial as well as the legal ownership to Smith, or did she desire simply to constitute him a trustee to hold the property for the benefit of others? We believe from the evidence that the latter was the fact. The testimony adduced for the complainants shows clearly that Martha had often expressed her intention of leaving at her death the property in question to her two nephews and three nieces, and we are satisfied that it was in fact her intention to so leave it. Even after the conversation had by her with Smith at which the subject of disposal of the property was discussed, she said to Hattie Brown, one of the nieces and a credible witness, that "she wished Mr. Smith would hurry up with the deed, he kept putting it off and she was afraid it would be too late and then she went on to explain what it was for, the deed she was leaving to Mr. Smith in trust for us children," (by the "children" Martha meant, the evidence shows, her five nieces and nephews); and to Mrs. Harry Swinton, in presence of Mrs. Aldrich, she said that "she thought the place would be left all right as Mr. Smith was going to make out a deed of trust and leave it to the five children."

Smith, it is true, while on the witness stand, at times denied *in toto* **that he held the legal title in any trust capacity** and claimed that the deed was intended as an absolute conveyance to him, but the truth of these assertions is amply disproven by his formal answer on file herein, his other testimony in the case and by other evidence. In paragraph 7 of the answer he says, "that the said Martha C. Swinton, without suggestion on the part of the defendant, stated that she had thought of making a will, but was afraid of the uncertainty of establishing a will, and thought it had better be done by deed, *thus placing the property in a way that by his deed or will it might eventually go to the relatives whom he knew that she preferred should eventually possess it* in which opinion the defendant concurred." "Well, if you must have it, I will state that it was her wish eventually that the boys named in the bill of complaint and her niece, Hattie Brown, should have the residence and that property, leaving it at my discretion to consider whether or not their conduct should deserve such a disposition of the property eventually. * * * She put it as I have put it there as near as possible. She wished it to be available for any of those there all or any at any time." Q. "Who were in that degree?" A. "Yes." Q. "And eventually it should go to those three whom you mentioned?" A. "Yes, that is a point I did not wish to speak about for fear of hurting some of their feelings."—Evidence of Smith. From the same

source: "Did you understand that that was to be conveyed to you for your own property or for you to hold as you have stated for the benefit of her relatives?" "That was her idea." * * * "In other words, she would not have made the deed in the way that she did if she had supposed that you would have devoted it to other purposes than those she wished and although she conferred upon you an absolute discretion, it was in the confidence that you would use that discretion in favor of her relatives?" A. "Of course, if she had not complete confidence in me she could not have given me complete discretion." Q. "And you encouraged her in thinking that you would so use your discretion for the benefit of her relatives?" A. "Well, I would not so encourage her when I had very little to say about the matter, it was done in a very short time." Q. "You allowed her to think that; you did nothing to dissuade her from that idea, *not for your own benefit, for the benefit of those whom she said?*" A. "*Well, I think that was the idea.*" Q. "So that at the time of making this deed to you, she did not believe and you did not give her to believe that you were seeking your own profit or that you would take advantage of the absolute character of the deed, in order to use the property for your own use?" A. "*I don't think that she thought or dreamt it.*"

The clause quoted above as being tacked on to the habendum, whether or not it is sufficient in itself to constitute a precatory trust, is certainly strong corroborative evidence that it was the desire and intention of Martha that the grantee should hold the property subject to a trust of some sort.

Upon this and all the other evidence in the case, then, we believe and find that it was the desire and intention of Martha at the time she asked Smith's assistance in the drawing up of the necessary instrument, that the whole beneficial ownership in the property should pass to her five nephews and nieces and that the instrument to be drawn up should be but the means of accomplishing that object. Smith's statement that Martha wished to make the two nephews and Hattie Brown the sole beneficiaries to the exclusion of the two other nieces, we think was correctly accounted for by Circuit Judge Carter on the theory that it was inspired by hostility towards the two nieces because of the active part taken by them in bringing these proceedings.

The fact that Martha on one or more occasions said that she would leave the property to the children "as a homestead," does not necessarily show that she intended for them a life estate only. If that had been her intention she would have made some provision as to how the remainder was to be disposed of. No mention of any such remainder, or provision concerning the same was ever made by her. Moreover, where she did contemplate provision for life only, she said so distinctly, as in the case of Capt. J. H. Brown. We believe on all the evidence that she did not intend to limit the estate of the five for life.

Returning now to the subject of the drawing of the deed, we find that Smith delayed about a week after his conversation with Martha above referred to and finally on the 28th of July, 1891, produced the instrument. Martha, after reading it over, said: "What made you do it that way?" to which Smith replied, "That's the best way to do it, so that there shall be no quarreling," or words to that effect. Martha then signed the deed, and about ten or fifteen minutes later acknowledged it before a notary. We believe from the evidence that the deed was executed in the belief, on Martha's part, that in that way would her will concerning the property as above stated be accomplished and in the full confidence that Smith would faithfully carry out her wishes; further, that Smith led her to believe that if she signed the deed as drawn he would see to it that the property did go in accordance with her wishes, to her five nephews and nieces, that but for his interference and advice she would have disposed of her property either by will or by deed unmistakably defining the trust desired, and that Smith, in advising her as he did and in obtaining the deed as it now stands, acted mala fide and with the fraudulent intention to secure to himself the absolute title to the land.

It would be against conscience to permit Smith or his heirs to retain the advantage thus gained. Under circumstances such as these, equity regards the grantee as a trustee *ex maleficio*. The constructive trust so declared is not based upon the promise itself, but arises out of the intentional fraud committed. The bill sufficiently alleges facts upon which this relief can be granted in this case.

"In general, whenever the legal title to property, real or personal, has been obtained through actual fraud, misrepresentations, concealments, or through undue influence, duress, taking advantage of one's weakness or necessities, or through any other similar means or under any other similar circumstances which render it unconscientious for the holder of the legal title to retain and enjoy the beneficial interest, equity impresses a constructive trust on the property thus acquired in favor of the one who is truly and equitably entitled to the same, although he may never perhaps have had any legal estate therein; and a court of equity has jurisdiction to reach the property either in the hands of the original wrongdoer, or in the hands of any subsequent holder, until a purchaser of it in good faith and without notice acquires a higher right, and takes the property relieved from the trust. The forms and varieties of these trusts, which are termed *ex maleficio* or *ex delicto*, are practically without limit. The principle is applied wherever it is necessary for the obtaining of complete justice, although the law may also give the remedy of damages against the wrongdoer."—2 Pom. Eq. Juris., Sec. 1053.

"A second well-settled and even common form of trusts *ex maleficio* occurs whenever a person acquires the legal title to land or other property by means of an intentionally false and fraudulent verbal promise to hold the same for a certain specified purpose—as, for example, a promise to convey the land to a designated individual, or to reconvey it to the grantor, and the like—and having thus fraudulently obtained the title, he retains, uses, and claims the property as absolutely his own, so that the whole transaction by means of which the ownership is obtained, is in fact a scheme of actual deceit. Equity regards such a person as holding the property charged with a constructive trust, and will compel him to fulfill the trust by conveying according to his engagement."—Sec. 1055, Ib.

See also Browne on the Stat. of Frauds, Sec. 94 et seq.; 1 Story Eq. Juris. Sec. 256; Hill on Trustees, top page 234.

"It will be observed that in all these cases there is something more than the mere receipt of the title to real estate, with a parol promise to hold it, subject to a trust. There is an interference with the owner of the property, by means of which he is induced to forego the execution by himself of his designs for the benefit of a third person, and to leave the execution to the party deluding him by a false promise, and through such false promise obtaining title to the property. * * * The distinction is this: If A voluntarily conveys land to B, the latter having taken no measures to procure the conveyance, but accepting it, and verbally promising to hold the property in trust for C, the case falls within the statute, and chancery will not enforce the parol promise. But if A was intending to convey the land directly to C, and B interposed and advised A not to convey directly to C, but to convey to him, promising, if A would do so, he, B, would hold the land in trust for C, chancery will lend its aid to enforce the trust, upon the ground that B obtained the title by fraud and imposition upon A. The distinction may seem nice, but it is well established. In the one case B has had no agency in procuring the conveyance to himself. In the other he has had an active and fraudulent agency. In the one case he has done nothing to prevent a conveyance to the intended beneficiary. In the other he has, by false promises, diverted to himself a conveyance about to be made to another."—*Lantry v. Lantry*, 51 Ill. 464-466.

See also *Larmon v. Knight*, 140 Ill. 232; *Dowd v. Tucker*, 41 Conn. 197, 198, 205; *Fischbeck v. Gross*, 112 Ill. 208, 214; *Hooker v. Axford*, 33 Mich. 452, 456; *Barrow v. Greenough*, 3 Vesey Jr. 151, 154; and *Giffen v. Taylor*, 139 Ind. 373.

Some of the cases seem to go to the extent of holding that even where the promise to hold for the benefit of another, or to convey to another, is made in good faith, if the grantee thereafter declines to carry out his agreement, equity will grant relief by declaring the grantee a trustee; but we need not now pass upon that question.

Hattie Brown, one of the nieces, died after the trial and prior to the filing of the bill of revivor. The record fails to show who her heirs are.

In view of the conclusion we have reached on the subject of the constructive trust, it becomes unnecessary for us to consider the question of a precatory trust.

In our opinion, Priscilla E. Hassinger, Annie H. Turton and Henrietta E. Ross, the heirs of W. James Smith, deceased, should be declared trustees of the property described in the deed under consideration for the use of Mary C. Aldrich, Helen B. King, Norman Brown and Douglas K. Brown, and other, if any, the heirs of Harriet N. Brown, and should be ordered to convey the said property by a good and sufficient deed to said beneficiaries.

The case is remanded to the Circuit Judge of the First Circuit, with instructions to correct, in the particulars above specified, the decrees reviving the original cause, if it be found that such decrees were in fact erroneous in those respects, to ascertain who the heirs of Harriet N. Brown are, and to enter a decree in accordance with the foregoing views.

Kinney, Ballou & McClanahan and *H. A. Bigelow* for complainants.

Robertson & Wilder for Henrietta E. Ross.

W. O. Smith and *A. Lewis, Jr.*, for Priscilla E. Hassinger and Annie H. Turton.

No appearance of or for D. K. Brown.

DISSENTING OPINION OF J. ALFRED MAGOON, ESQ.

I am unable to concur in the opinion of the Court. Were I not satisfied that the defendants should prevail in this case a difficulty presents itself which cannot be overcome on this appeal as the case now stands.

The original plaintiffs were Mary C. Aldrich, Helen B. King, Harriet N. Brown, Henry S. Swinton, Charles E. S. Swinton, Helen M. Seal and Norman Brown, and Douglas K. Brown, by their next friend W. C. King.

Henry S. Swinton has practically disclaimed in his testimony, and it is perhaps immaterial as to him whether he is party plaintiff or defendant. Helen M. Seal, by stipulation, was made party defendant, but an order of the Court signed October 24th, 1899, contains the following,—"said suit shall hereafter be entitled Mary C. Aldrich, Helen B. King, Henry S. Swinton, Helen M. Seal and Norman Brown by W. C. King, his next friend, vs. Priscilla E. Hassinger, Annie M. Turton and Henrietta E. Ross and Douglas K. Brown." It will be observed that Mrs. Seal is still improperly joined as party plaintiff and that Charles E. S. Swinton and Hattie K. Brown by the same order are left out of the case entirely with nothing on the record to show the reason therefor. The interests of Charles E. S. Swinton are directly opposed to those of Mary C. Aldrich, Helen B. King, Norman Brown and Harriet N. Brown, and he should not be a party plaintiff in this action as he has not now and never has had independent counsel herein, and has not personally made any appearance in the case. While it is not necessary that a party plaintiff having interests adverse to the other plaintiffs should in equity be a defendant; (1 Pom. Eq. Jur. p. 98) it is essential that the record show that he is represented, if he be made a party plaintiff, but no attorney can represent conflicting interests in a case.

"An attorney cannot accept employment from adverse litigants at the same time and in the same controversy, though his intentions and motives are honest. The rule is a rigid one and designed, not alone to prevent the dishonest practitioner from fraudulent conduct, but as well, to preclude the honest practitioner from putting himself in a position where he may be required to choose between conflicting duties, or be led to an attempt to reconcile conflicting interests rather than to enforce to their full extent the rights and interests which he should alone represent."

Strong v. International Building Loan & Investment Union, 82 Ill. App. 426 and see Weeks on Attorneys p. 548, 15 Ency. Pld. & Pr. p. 584. It is a familiar rule of equity that all persons materially interested in the event of the suit, must be made parties. This confusion with reference to the parties and their appearance is, in all probability, due to the fact that this litigation has been before the Courts, in one way or another, since 1891, and many different counsel have appeared in the case. As I desire that no misunderstanding shall arise with reference to what I have above stated, I will say that no reflection of any kind is directed against counsel in the case, either for the real plaintiffs or the defendants, for nothing could be more honorable than their conduct in their most able presentation of this case.

Counsel for Mrs. Aldrich, Mrs. King, Harriet N. Brown and Norman Brown, who should be the real plaintiffs in this case as it now stands, rely for relief upon two grounds. They, in the first place, contend that a precatory trust was created. While the doctrine of precatory trust is firmly established it is certainly looked upon with great disfavor. 2 Pom. Eq. Jur. Sec. 1017. The doctrine depends upon a presumption of law that a person using words of belief, desire, will, request, wish, hope, etc., intended to give to those expressions the meaning of direction, command, etc. The doctrine is applicable to wills which are made in contemplation of death and not to deeds. In a will the testator must leave to others the execution of his wishes. He is obliged to substitute as it were the discretion of another for his own. If it is claimed that the deed in question was to serve the purpose of a will, the answer is that it was not a will, and I do not believe in extending the doctrine of precatory trust. Even though the deed created a precatory trust it would contravene the contention of the real plaintiffs. By the deed the relatives within the second degree of consanguinity would be the *cestuis que trustant*, but counsel for the real plaintiffs rely upon parol proof to establish the trust in their behalf in common with Douglas K. Brown. This is directly contrary to every principle of law and equity. It is an attempt to vary a written instrument by parol proof, which manifestly cannot be done. 1 Perry on Trusts, 3rd p. 113, in note and case there cited; *Irvine v. Sullivan*, Law Rep. 8 Eq. 673.

"When parties have deliberately put their engagements into writing, in such terms as import a legal obligation, without any uncertainty as to the object or extent of such engagements, it is conclusively presumed that the whole engagement of the parties and the extent and manner of their undertaking was reduced to writing, and all oral testimony of a previous colloquim between the parties, or of conversation of declarations at the time when it was completed or afterwards, as it would tend in many instances to substitute a new and different contract from the one which was really agreed upon, to the prejudice, possibly of one of the parties, is rejected." 1 Greenleaf Evi., 13th Ed., p. 321.

"The writing, it is true, may be read by the light of surrounding circumstances in order more perfectly to understand the intent and meaning of the parties, but as they have constituted the writing to be the only outward and visible expression of their meaning, *no other words* are to be added to it, or substituted in its stead. The duty of the court in such cases is to ascertain, not what the parties may have secretly intended, as contradistinguished from what their words express, but what is the meaning of the words they have used." Id. 322.

* * * "The rule excludes only parol evidence of the language of the parties, contradicting, varying or adding to that which is contained in the written instrument, and this because they have themselves committed to writing all which they deemed necessary to give full expression to their meaning, and because of the mischiefs which would result if verbal testimony in such cases were received." Id. p. 328.

The degrees of consanguinity should be computed according to the common law; but if it was intended to create a trust and it is uncertain under which rule the degrees are to be computed, and for this reason the deed to Smith is inoperative, the land must go to all of the heirs of Martha Swinton and not to the real plaintiffs.

The real plaintiffs in the second place, contend that in case no precatory trust was created, the facts and circumstances show a constructive trust. A constructive trust must under the circumstances in this case be established by actual fraud; there is no element of constructive fraud involved. If such a trust exists, it rests entirely upon a deliberate intent to cheat and defraud Martha Swinton when the deed was signed. To sustain this contention the evidence should be clear and convincing. 15 Am. & Eng. Ency. of Law, 1195; *Lantry v. Lantry*, 51 Ill. 458.

Instead of being convinced that there is actual fraud, I am convinced to the contrary. Counsel for the real plaintiffs state the case as strongly in their favor as it can be put. This is what they say,—"Now those whom she preferred, it is perfectly clear from the evidence in the case, were the five children already mentioned, so that it seems pretty clear that at the time W. James Smith called with reference to the property Miss Swinton's idea was still as it had been for years past, that the property after her death should go to her five nephews and nieces." I cannot consent to brand a man as a scoundrel upon any such theory. That it is "*pretty clear*," according to the mind of counsel for the real plaintiffs, that Miss Swinton's idea was that the property after her death should go to her five nephews and nieces, is not sufficient. It must be *clear*. Many things might have happened between the time when she last spoke to any of her nieces and nephews in regard to the matter, and the execution of the deed, which was about one week, according to the view of the testimony most favorable to the real plaintiffs. Even if it were admitted that the testimony for the real plaintiffs in this regard be true, it would not necessarily follow that Miss Swinton had not changed her mind. She might have recognized her ingratitude towards Mr. Smith, as she saw her end approaching, and have been stricken with remorse at being the recipient of his bounty for all those twenty-three years, without recognizing him in any way at her death. She had no one who had any peculiar claims upon her but Mr. Smith. She was greatly indebted to him, and is it any wonder that she should want to return to him, when she thought she no longer had any use for it, the property which he had so generously given her. She could see that by giving it to her five nephews and nieces in all probability it would go from him forever, and why should they have it? What had they done for her to counterbalance the services and generosity of Mr. Smith, not only towards her but towards the members of her family. Under the circumstances was he not the natural object of her bounty? She had every reason to believe that, owing to the almost paternal love he had shown for her nephews and nieces, he would give the property to them or to such of them as he thought most deserving when he should no longer need it I cannot bring myself to believe that this man who had been so good to the members of this family, had any intention in his heart to commit the fraud now attempted to be fastened upon him. It was Miss Swinton who urged the making of the deed—who represented the necessity for haste. The deed was executed in the light of day, with the full knowledge of the family. There was no attempt at concealment. Miss Swinton was in full possession of her mental faculties. It must be assumed that she was a woman of intelligence. She spoke English better than her native tongue. She took the deed and read it carefully over in the presence of at least one witness, and then, according to the statement of that witness whose testimony is relied upon by the real plaintiffs, she asked Smith, "What made you do it in this way? A. That is the only way I can stop a row, from being a row. Q. She did not say anything? A. That is all I heard. * * * Q. Did not Miss Swinton say to Mr. Smith, I want this to go to the five

children, or anything about the children? A. No, sir. Q. Were there no words about the children whatever? A. No, sir." He kept the matter of the deed no secret. He spoke of it to Mr. Aldrich before and after it was signed. After the deed was signed he went for a notary, and it was duly acknowledged before him, as her free act and deed. It was signed July 28, 1891, and filed for record the next day, thus becoming public to the world.

The conduct of the real plaintiffs does not sustain their statements that there was to be a trust deed. They claim that it was perfectly understood, that there was to be a trust deed executed, in which they were to be the beneficiaries, yet not one of them makes any suggestion as to what it should contain. After it is executed not one of them ever inquires about it of Miss Swinton, nor makes any inquiries as to its terms. Miss Swinton herself only makes one allusion to it, according to the statement of Hattie N. Brown, who testifies that Miss Swinton said "I don't like those papers, I don't like them, but she supposed he knows best, that it will be all right, she hopes so." I cannot understand how persons who claimed almost a vested right to property should be as remiss as the plaintiffs have been in this case. After the lips of Martha Swinton were sealed so that she could not vindicate her life-long friend and benefactor from the calumny to which he is now subjected, vigorous inquiry and search begins to be made, and immediate steps were taken to establish what the real plaintiffs claim to be their rights. Why this sudden activity after, why the apathy immediately prior to Miss Swinton's death? The very language of Miss Swinton after the deed was signed as related by Hattie N. Brown if her testimony is true, should have produced immediate action. To me, the reputation of the living should not be blasted, nor the memory of the dead consigned to obloquy upon such a showing.

None of the witnesses for the plaintiffs, with the exception of Mahuna, testify to anything that took place at the time of the execution of the deed, and the alleged fraud of Smith depends entirely upon assumption. All of the witnesses for the real plaintiffs are interested, with the exception of the plaintiff Henry S. Swinton, who, in his testimony disclaims all interest, and Mahuna. Mr. Swinton's testimony is indefinite and unsatisfactory. There is nothing in the case which does not entitle Mr. Smith's testimony to as much weight as any or all of the witnesses for the real plaintiffs, and he positively and categorically denies that any misrepresentations were made by him to Miss Swinton with the circumstances strongly in his favor. A few disconnected statements of his, partly words of the lawyer addressing questions to him, with reference to what was taking place in Miss Swinton's mind as to her intentions, are apparently of great weight with the court in the establishment of a trust. The following is one of such questions, "So that at the time of making this deed to you she didn't believe, and you didn't give her to believe that you were seeking your own profit, or that you would take advantage of the absolute character of the deed in order to use the property for your own use? A. I don't think she thought or dreamt it." This question and answer must have been allowed through inadvertence. Mr. Smith could not possibly have known what was taking place in Miss Swinton's mind, excepting as indicated by her conduct and words. His answer is not evidence. The question is misleading for the reason that it embraces several propositions which do not admit of one answer. The testimony elicited under such circumstances is to my mind, entitled to no consideration.

Mr. Smith's testimony, taken as a whole, shows conclusively that the property was to be given to him and when he was through with the same, it was Miss Swinton's wish that it should go to her relatives. This, undoubtedly, was the wish of Mr. Smith also, at that time.

I fail utterly to understand how a constructive trust can be grafted upon a deed in the very teeth of the express words of the deed itself. If there is to be a trust the court might possibly supply that which is omitted from the deed, but it ought not directly violate its provisions. The trust, if any trust exists, is not limited to the five nephews and nieces, but extends to all those within the second degree of consanguinity. It would be difficult to find a clearer case of varying a written instrument by parol testimony.

The question of undue influence does not arise in this case. There is no claim that Smith persuaded Miss Swinton to give the land to him, though she had intended to give it to her nieces and nephews, that is, that he over-persuaded her to abandon her intention to give it to them, and induced her to give it to him; but the contention is that the deed was one that would carry out her wishes when he knew that it did not express her wish at all

The real plaintiffs now ask the court to declare a trust in their favor but there is no contention that the trust as established by the opinion of the court is anything like what Miss Swinton desired. There is no provision here as to the Browns; there is no provision with reference to the different members of the family having a homestead on the premises; there is no provision for Miss Swinton herself in case she had survived; there is no trustee to control the premises and protect the plaintiffs against each other, which was certainly Miss Swinton's desire, else what would be the object of a trust deed? It is not to be presumed that Miss Swinton desired to have a trust deed just for the purpose of appointing a trustee merely with no powers; and she makes no objection when Smith replies to her "that is the only way I can stop a row." The court in this instance declares a trust which to my mind violates the intention of Miss Swinton beyond any doubt. Even Mrs. Helen B. King says of this important trust deed, "she (Miss Swinton) didn't name the proposed trustee * * * she didn't mention the terms or any of the terms of the proposed trust." Mrs. Aldrich nullifies to a large extent all of her testimony with reference to the trust deed when she says "She told me to step in at Mr. Smith's on my way home and tell him to hurry up with the paper" and then as though she had forgotten what she was to say, she adds, "with the deed of trust." In another part of her testimony she states "I told Mr. Smith to hurry up with the papers. * * * Q. Are you sure that you used that term to Mr. Smith when you went to see him first, that your aunt wanted him to hurry up with the deed of trust? A. Yes I said a deed of trust or as she calls it or something like that, I used the words anyway. The Court: What did you say to Mr. Smith? A. I said my aunt wants you to hurry up with the deed of trust or something like that." Such indefinite testimony tends to throw discredit upon the contention that there was to be a deed of trust rather than to support such contention. A question has arisen in this case with reference to the parents of Douglas K. Brown one of the present defendants. He claims to be the son of Martha Swinton. This issue, it seems to me, should be tried and disposed of before any decision can be given upon the merits of this case. If his contention is true it discredits entirely the testimony of the real plaintiffs in the case. If the deed contained language sufficient to create a precatory trust, and such a trust could be created by a deed, all the relatives within the second degree and not the real plaintiffs are entitled to the benefit of a decree setting aside the deed, but I have in this opinion given my reasons why I do not consider a precatory trust was created.

I therefore respectfully dissent from the opinion of the Court.

IN THE SUPREME COURT OF THE TERRITORY OF HAWAII.

SEPTEMBER TERM, 1900.

HAWAII LAND COMPANY *v.* LION FIRE INSURANCE COMPANY.

ORIGINAL.

WONG CHOW, WONG CHEW YOU, LAM KAI CHOW and LAM YING CHIN, partners doing business under the firm name of YEE WO CHAN & CO. *v.* THE MAGDEBURG FIRE INSURANCE COMPANY.

EXCEPTIONS FROM CIRCUIT COURT, FIRST CIRCUIT.

SUBMITTED OCTOBER 5, 1900. DECIDED OCTOBER 30, 1900

FREAR, C.J., GALBRAITH AND PERRY, JJ.

Insured property was destroyed by fire which spread from other buildings which had been set on fire by order of the Board of Health because of infection by bubonic plague. The policy provided that the insurer should "not be liable for loss caused directly or indirectly by invasion, insurrection, riot, civil war or commotion, or military or usurped power, or by order of any civil authority; or by theft;" &c. Held,

The words "directly and indirectly" apply in the case of loss caused "by order of any civil authority" as well as in the case of loss caused "by invasion," &c.

Loss caused directly or indirectly by order of a civil authority includes loss of property destroyed by fire which has spread, unaided by any independent efficient intervening cause, from the buildings which were ordered burned. It is not confined to the loss of the particular buildings intended to be burned.

To exempt the insurer, it is not necessary that the order of the civil authority be lawful and justifiable in the particular case. It is sufficient if the civil authority may lawfully order buildings burned when necessary for purposes within the scope of its duties and in the particular case acts officially and in good faith and within the apparent scope of its powers.

Where buildings are set on fire by order of a civil authority on account of infection by plague, and loss caused by order of any civil authority is excepted but loss caused by plague is neither insured against nor excepted, the order and not the plague should be regarded as the cause of the loss within the meaning of the policy.

OPINION OF THE COURT BY FREAR, C.J.

These cases were argued together. The facts, except as to the form of the policies, are substantially the same as in the case of *Yee Wo Chan & Co. v. The Transatlantic Fire Ins. Co., ante* ——. The first of these cases is a submission to this court on an agreed statement of facts and is based on a policy for $3000 upon a building at the corner of River and Pauahi streets, several blocks from where the fire originated. The second comes up on plaintiffs' exceptions from the Circuit Court, First Circuit, and is an action on a policy for $5000 upon the same merchandise as that covered in the other *Yee Wo Chan & Co.* case just mentioned. These cases differ from that in that the defendants rely not only on the defense of "civil commotion" as an excepted risk, which the decision in that case settles against them, but also on the exception of loss caused "by order of any civil authority," which the policy in that case did not contain. The paragraph in which these words occur is the same in each of the policies now in question and is as follows:

"This company shall not be liable for *loss caused directly or indirectly* by invasion, insurrection, riot, civil war or commotion, or military or usurped power, or *by order of any civil authority;* or by theft; or by neglect of the insured to use all reasonable means to save and preserve the property at and after a fire or when the property is endangered by fire in neighboring premises; or (unless fire ensues, and, in that event, for the damage by fire only) by explosion of any kind, or lightning; but liability for direct damage by lightning may be assumed by specific agreement hereon."

It is contended, particularly by counsel for the plaintiff in the first of these cases, that the words "directly or indirectly" do not apply to the words "by order of any civil authority," but that they apply to the preceding words only. We cannot agree with him. It is true, as argued, that the enumerated risks ending with "usurped power" may be grouped together as implying violence or lawlessness to a greater degree or as being more uncertain as to the extent of their operation than the risk next named, that is "order of any civil authority," and it is argued that this indicates a break in thought in the enumeration of these two classes of risks and affords ground for belief that the words "directly" and especially "indirectly" were intended to apply to the first class only; and yet all these risks, including the last, may be classed together as possessing certain common attributes. They are, for instance, all of a more or less public or political nature. It is true also that at first impression the repetition of the words "or by" in the last clause preceding the first semicolon would seem to indicate a break in the thought; and yet "or" would naturally be repeated before the last of a series. It is here repeated even before the next to the last. And it as well as the word "by" is implied where not expressed before every one of the enumerated risks. The insertion or repetition or omission of these words in any particular instance is largely a matter of taste. The punctuation certainly favors the view that all these risks are classified together, for they are all separated from each other by commas at most, and are as a whole separated from what follows by a semicolon. But a controlling consideration is that the words "directly" and "indirectly" are adverbs modifying the word "caused." This is true also of the adverbial phrases "by invasion," &c. These also modify "caused." The words "directly or indirectly" do not modify "by invasion," &c., nor was there any intention to distinguish between a direct and an indirect invasion, or direct and indirect riot, or direct and indirect order, &c. That would be absurd. The direct or indirect consequences of these are what was in mind. The "or" before "by order" connects "by invasion," &c., with "by order," not "caused directly or indirectly" with "caused" implied before "by order." Whether the words "directly or indirectly" are continued by implication after the first semicolon or not, we need not decide, but the fact that they modify "caused" which certainly is implied throughout, as well as the fact that direct and indirect damage are distinguished in the last two clauses of the paragraph, would seem to point strongly that way.

Whether the words "direct" and "indirect" are synonymous with the words "proximate" and "remote" which are so familiar in the law of cases of this class, we need not decide. Nor need we decide whether it would make any difference in this particular case if the word "indirectly" was not implied with the word "caused" before the words "by order." For, if the order of the Board of Health was the cause of the fire in this instance, was it not the direct and proximate cause? There certainly was no independent efficient intervening cause between the fire originally caused by that order and the fire which consumed the insured property. But holding, as we do, that "indirectly" is implied before the words "by order," at least makes a portion of this case clearer than it might otherwise be. For instance, in connection with the argument that the word "indirectly" does not apply to the words "by order," it is urged that the word "order" implies intention and that therefore the excepted risk was meant to apply only to cases where there was a direct intention to burn the property covered by the policy and that since the civil authorities in this instance not only intended to burn only particular buildings not including those now in question but also took every precaution and did everything they could to prevent the fire from spreading to other buildings, the buildings in question cannot be said to have been destroyed by "order" of the authorities. But when it is considered that the exception covers loss caused indirectly as well as that caused directly by order of any civil authority, whatever force this argument might otherwise have, disappears. "Loss caused * * * indirectly" by order of civil authority is not necessarily merely commensurate with the order. It may include loss caused by the order though not intended. We may add that the exception in the policy is not "what is done by or in pursuance of" an order, but "loss caused by," that is, "resulting from" an order. The losses in question resulted from, that is, were caused by, the order, indirectly, if not directly.

It is further contended, especially by counsel for the plaintiffs in the second case, that to exempt the insurer, the order must be lawful and that the Board of Health could not lawfully order the burning of buildings. The language of the policy is "loss caused by order of any civil authority." Nothing is said about the order being lawful, and it could not have been the intention of the insurer in inserting this clause in the policy to make its exemption from liability depend on the solution of nice questions as to the lawfulness of the orders of the civil authorities. We do not mean to say that the insurer would be exempt in every case in which a person or body possessing civil authority might set fire to a building. In most cases if a person should cause another's building to be burned, he might be taken to have acted in his private capacity, and not as a civil authority, even though he possessed civil authority of some kind and purported to act in his official capacity. But it is sufficient when, as here, the civil authority, the Board of Health, has the power under the statutes to destroy buildings when it is necessary to do this for the public health, and in the particular case purports to act in its official capacity and does act in good faith and within the apparent scope of its powers. In such case the insured cannot under a policy of the kind now in question raise an inquiry as to whether the exercise of the lawful power was justified by the circumstances of the particular case. This is an action on contract against one who did not cause the loss and must be governed by the terms of the contract. What questions the insured might properly raise in an action of tort against the alleged wrongdoer, though a civil authority, who has set his property on fire is another matter.

One question remains to be considered. Was the order of the Board of Health the cause of the loss from a legal standpoint? Either the order or the plague was the cause. There was no independent efficient intervening cause after the order. Should the plague be considered the cause, and the order only an incident to that? Or should the order be considered the cause and the stamping out of the plague only a motive to that? Or should the plague be considered a remote cause, and the order an efficient intervening or proximate cause? Of course, if the order was the cause the defendants are not liable, while if the plague was the cause and the order was not an efficient intervening cause the defendants are liable. It is often difficult to determine whether a cause is proximate, remote or efficient and intervening. Much law has been evolved on this subject. The proximate cause is not necessarily the nearest in time or place. It is the predominating, operative, efficient cause,—which sets the others in motion. If there are two or more independent efficient causes, the loss is usually attributed to the nearest. No case has come to our attention in which the phrase "by order of any civil authority" has been the subject of judicial construction. In the cases before us, should the order be considered the cause in point of law and the stamping out of the plague the motive or object, or should the plague be considered the cause and the order the incident or instrument, as if the order was for the destruction of the buildings in some other way as by pulling them down?

In *Insurance Co. v. Boon*, 95 U. S. 117, the insured property was destroyed by a fire that spread from another building which had been set on fire by order of the Commander of the United States forces to prevent the rebel forces from getting the military stores therein, the order having been given when it became apparent that the loyal forces could not hold out against the rebel attack then in progress. The policy did not except loss caused by

order of any authority, whether civil or military, but did except loss caused by invasion or usurped power. The question was whether the invasion or usurped power of the rebels or the order of the Commander of the Union forces was the proximate cause of the loss. The Circuit Court held that although the attack was the reason for the order yet the order was the cause, an independent intervening cause, and that therefore the insurer was liable, inasmuch as that cause was not excepted in the policy, (40 Conn. 573; 3 Fed. Cas. No. 1639). But the Supreme Court reversed that decision and held that the invasion or usurped power was the efficient cause and that the order was only "an incident, a necessary incident and consequence of the hostile rebel attack on the town,—a military necessity caused by the attack. It was one of a continuous chain of events brought into being by the usurped military power,—events so linked together as to form one continuous whole." But in *Portsmouth Ins. Co. v. Reynolds*, 32 Gratt. (Va.) 613, referred in 13 Am. & Eng. Ency. of Law, 2nd Ed., 131, where the insured buildings were destroyed by fire which spread from other buildings set on fire by order of the United States authorities under an apprehension of an attack by the Confederate forces, the court held that the insurers were liable, that the threatened attack was not the cause in a legal sense, or, if a cause, only a remote cause of the loss, and that the act of the government authority was an independent intervening efficient cause. In this case there was no attack in progress nor such an urgent necessity as in the other. And in *Harris v. The York Mut. Ins. Co.*, 50 Pa. St. 341, where the loss excepted was that caused "by fire occasioned by mobs and riot," and where the insured buildings were destroyed by the spread of fire from a bridge set on fire by the Commander of the United States forces to prevent the advance of a rebel army, the court held the insurer liable, both because the force in question was not merely a mob or body of rioters and because the fire was occasioned proximately by the order of the military authorities, and only remotely by the invading army.

Thus there seems to be some difference of opinion as to whether the invasion or usurped power, where loss occasioned thereby is excepted, or the order given by the opposing commander in consequence of such invasion or usurped power, where loss occasioned by such order is not excepted, is the proximate cause of the loss in a legal sense. If the decisions of the United States Circuit Court and the Supreme Courts of Pennsylvania and Virginia should be followed, the order of the Board of Health should be considered the proximate cause and the insurers would not be liable. But if the decision of the Supreme Court of the United States is in point and is followed, the plague is the proximate cause and the insurers are liable. It seems to us that these cases are distinguishable from that decided by the Supreme Court of the United States. In that case as in these cases the insurance was against fire, but in that the expected risk was invasion or usurped power, while in this it is the "order of any civil authority." Would not the court in that case have arrived at a different conclusion if the exception had been the "order of any civil authority" and not "invasion or usurped power?" The question is not merely what the proximate cause is from an abstract scientific point of view or what it might be in some other line of action. It is largely a question of the intention of the parties as determined by the language of the contract and its subject matter. In that case the court, in order to carry the cause of the order to the usurped power, laid considerable stress on the intention of the parties. It said, among other things: "Policies of insurance, like other contracts, must receive a reasonable interpretation consonant with the apparent object and intent of the parties. This is entirely consistent with the rule that ambiguities should be construed most strongly against underwriters, and most favorably to the assured. * * * Invasion involved, of necessity, resistance by the constituted authorities of the government, and the employment of its military forces. Destruction of property by fire was quite as likely to be caused by resistance to the usurping military power as by the destruction of that power itself. This must have been foreseen and considered when the insurance was effected. It is difficult, therefore, to believe that the parties intended to confine the stipulated exemption within the limits to which the assured would afterwards confine it. * * *

"It cannot be said that was not anticipated which military history recognized. And the insurers and the assured must be looked for such action by the Federal forces as a probable and reasonable consequence of an overpowering attack upon the city by an invading rebellious force. Having excepted from the risk undertaken responsibility for such an attack, they excepted all responsibility for the consequences reasonably to be anticipated from it."

Now, assuming that we must go back for the cause at least as far as the order, as shown by all the cases cited above, could it be reasonably contended that the parties did not intend that "loss caused directly or indirectly by order of any civil authority" should cover cases like the present? When loss is caused by order of a civil authority, the officer or official body, unless it goes far beyond the scope of its authority, that it cannot be regarded as acting as a civil authority at all, necessarily acts in expectance of some cause or reason. It may destroy property to prevent the spread of an epidemic or to prevent an invasion of the army or to accomplish other purposes. Whether, if the civil authority should order the burning of property to prevent the spread of fire, the case would come within the exception, we do not say. In such case the fire, the spread of which is sought to be prevented, is the very risk insured against. In this case, fire is not the risk insured against. If the exemption was not intended to cover cases like the present, what was it intended to cover? The determination of the proximate cause in the legal sense depends to some extent upon what the main risk insured against is and what the exception is. For instance, if loss by fire is the main loss insured against and loss by explosion is the exception, and if this is taken to include loss caused by fire occasioned by explosion as well as that caused by the shock of the explosion, so that the exception is in effect "loss caused directly or indirectly by explosion," then in case a fire is caused by explosion and spreads to other buildings, the explosion is regarded as the proximate cause and the insurer is not liable. But if loss caused by explosion is not excepted, the loss is regarded as caused by the fire proximately and by the explosion only remotely and the insurer is liable. *St. John v. Am. Mut. Fire and Marine Ins. Co.*, 22 N. Y. 516. In neither case would the court go back of the explosion to see what caused that. And yet if invasion were an excepted risk and a shot from the invading army caused an explosion which in turn caused the fire, the loss would be regarded as caused proximately by the invasion and not by either the fire or the explosion and the insurer would not be liable. So here where loss by fire is insured against and "loss caused directly or indirectly by order of any civil authority" is excepted, the order and not the fire should be regarded as the proximate cause; and if loss caused directly or indirectly by plague were excepted and not loss caused by order of any civil authority, the plague and not the order might be regarded as the cause, within the meaning of the contract. But since loss by plague is neither insured against nor excepted, the plague cannot be regarded as the cause of the loss of property destroyed by fire ordered by civil authority, though in consequence of the plague. We may add also that here as in the Virginia case there was not the same pressing necessity for the destruction of the property either in point of time or as to the method of destroying it as there was in the case of *Insurance Co. v. Boon*. Nor was there the same recognized duty to destroy it at all. In cases of that kind there was a well recognized military necessity and duty to destroy property of that kind under such circumstances, so that in making the contract such losses could fairly be considered as intended to come within the scope of the exception. But there is no well known necessity or duty or practice of burning buildings in case of plague or other infectious or contagious diseases. On the whole we are of opinion that within the meaning of these policies the loss must be regarded as caused by the order of the Board of Health and not by the bubonic plague. Whether the Board was justified in issuing the order is a question not before us.

Judgment for the defendant in the first of these cases. Exceptions overruled in the second.

J. T. De Bolt for the plaintiff in the first case.

W. R. Castle and *P. L. Weaver* for the defendant.

P. Neumann and *W. A. Whiting* for the plaintiffs in the second case.

A. G. M. Robertson and *L. A. Thurston* for the defendant.

IN THE SUPREME COURT OF THE TERRITORY OF HAWAII.

SEPTEMBER TERM, 1900.

WONG CHOW, WONG CHEW YOU, LAM KAI CHOW and LAM YING CHIN, partners doing business under the firm name of YEE WO CHAN & CO. *v.* THE TRANSATLANTIC FIRE INSURANCE COMPANY, Limited.

EXCEPTIONS FROM CIRCUIT COURT, FIRST CIRCUIT.

SUBMITTED OCTOBER 6, 1900. DECIDED OCTOBER 30, 1900.

FREAR, C.J., GALBRAITH AND PERRY, JJ.

In an epidemic of bubonic plague the Health authorities set fire to certain buildings declared to be infected, from which the fire spread by accident to other buildings including the plaintiffs' store containing goods covered by a policy of insurance. Held, that the circumstances set forth in the opinion did not show that the loss was caused by a civil commotion so as to exempt the insurers under the clause in the policy that they should not be liable for any loss or damage caused by civil commotion.

OPINION OF THE COURT BY FREAR, C.J.

This is one of three fire insurance cases argued at this term, representative of many others, arising out of the burning of "Chinatown" in the city of Honolulu on the 20th of last January. The action is for $5,000 upon a policy issued by the defendant company, of Hamburg, Germany, upon the merchandise contained in the plaintiffs' store on Maunakea street, a little above King street, in this city.

The case was tried by the circuit court, jury waived, and judgment rendered for the plaintiffs and now comes here on several exceptions.

The only questions raised are whether there was a "civil commotion" and, if so, whether that caused the fire—so as to bring the case within the provision of the policy that the company should "not be liable for any loss or damage caused by means of invasion, insurrection, riot, *civil commotion*, or military or usurped power."

The facts are briefly as follows: The bubonic plague broke out in Honolulu on December 12, 1899. A number of cases occurred in Chinatown, which was in an insanitary condition, and several in other parts of the city. Chinatown, consisting of fifteen blocks, bounded by the Nuuanu stream and Kukui, Nuuanu, Marine and Queen streets, was placed in quarantine by the Board of Health, and to maintain the quarantine the local militia was placed on duty. Subsequently the city of Honolulu was quarantined from the rest of the island and traffic with that as well as with the other islands and foreign ports was carried on only to a limited extent and under regulations of the Board of Health. The people organized "The Citizens' Sanitary Committee," which, acting under the directions of the Board, undertook the work of making a house to house inspection of the city twice a day. Several hundred people were engaged in this work. For a time the courts suspended business for the most part and business houses opened late and closed early in order to enable employees to assist in the work of inspection and other work connected with the plague. The quarantine was finally raised in the month of May, 1900.

In the early part of January the Board adopted fire as a means of disinfection and thereafter from time to time until the 20th of that month burned a number of buildings. After inspecting the locality, the Board on the 10th of that month passed a resolution declaring that a certain portion of what was known as Block 15, the block in Chinatown furthest inland or to the windward when the trade winds blew, was in an insanitary condition and infected by bubonic plague, that the infection could not be removed by any means but fire, and ordering that all the buildings within that portion of the block be destroyed by fire. The President of the Board thereupon directed one of the Fire Commissioners to burn such buildings. The Fire Commissioner caused the fire to be started by and under the supervision of the Honolulu Fire Department on the morning of the 20th of January. The fire, having been so started, accidentally spread to Kaumakapili Church in the same block and thence through nearly all the blocks in Chinatown to the water front, including the store of the plaintiffs, which was several blocks from where the fire started. There was only a moderate breeze blowing at the time and no efficient cause intervened between the setting of the fire under the orders of the Health authorities and the burning of the merchandise in the plaintiffs' store. Such substantially are the facts as found by the trial court and supported by the evidence. That court found that these facts did not show a "civil commotion" within the meaning of the policy and it is to this that objection is taken.

Counsel for the defendant would have the court find that a civil commotion was occasioned upon the outbreak of the plague and continued until the 20th of January when the fire in question was started by the Health authorities. The phrase "civil commotion" is no doubt of broad meaning but it cannot be stretched to cover the condition prevailing in this city during the period preceding the fire in question. Naturally, courts have seldom been called upon to construe this phrase. Lord Mansfield, applying it to the riot acts of 1780, said: "I think a civil commotion is this, an insurrection of the people for general purposes, though it may not amount to a rebellion while there is a usurped power." *Langsdale v. Mason*, quoted in Joyce, Ins., Sec. 2581. This is said to have been quoted in *Portsmouth Ins. Co. v. Reynolds*, 32 Gratt (Va.) 622. 6 Am. & Eng. Enc. of Law, 2nd Ed. 291. In *Spruill v. N. C. Mut. Life Ins Co.*, 46 N. C. 126, a case of insurance upon the life of a fugitive slave who was shot by persons attempting to capture him, the court, holding that there was no civil commotion, said: "A commotion is defined by the lexicographer referred to, (Worcester) to be a tumult; and a tumult to be a promiscuous commotion of a multitude; an irregular violence; a wild commotion. A civil commotion, therefore, requires the wild or irregular action of many persons assembled together." It is true that in this case the business of the courts and of the community was more or less interrupted, but that is not sufficient to make a civil commotion. There was nothing of a wild, tumultuous, violent, turbulent or seditious nature which the phrase is generally understood to imply and which it was intended to imply in this policy as shown by the words with which it is associated. The interruption to business was orderly, deliberate and for peaceful and laudable purposes. These words cannot be taken strictly in their etymological meaning—as a moving together not military, ecclesiastical, &c. If so, they would include the ordinary celebration of a holiday—when business is more interrupted than it was during the plague here, or they would even include many occurrences in the ordinary course of business or social life. The words have grown to have a different meaning. The plague or epidemic itself was not a civil commotion nor did it cause a civil commotion. There was, it is true, considerable excitement after the fire department lost control of the fire, for several thousand people were obliged to leave their homes in haste in order to escape the flames and had to be safely conducted elsewhere and not allowed to scatter in the uninfected portions of the city, but if there was a civil commotion then, it did not cause the fire. The fire caused it.

It may be that a fire of this kind is so unusual that the insurance company did not in fact contemplate it and that it contemplated only ordinary risks, but we must go by the terms of the policy and hold it to cover all loss or damage by fire not included in one of the excepted risks. The probable intention of the parties may aid in the construction of doubtful phrases in the policy, but cannot alter the plain meaning of its language.

If bubonic plague were named in the policy as one of the excepted risks it might be a nice question whether that was the proximate cause of the fire, but that was not mentioned as an excepted risk.

The plague itself was not a civil commotion and the facts of the case do not show that it caused a civil commotion prior to the fire in question. It is unnecessary to go further and say whether, if the condition existing prior to the fire could be properly described as a civil commotion, it, rather than the plague or the order of the Health authorities, was the cause of the fire. The policy excepts losses caused by civil commotion, not losses which merely occur in time of civil commotion.

The exceptions are overruled.

Paul Neumann and *W. Austin Whiting* for the plaintiffs.

L. A. Thurston and *Robertson & Wilder* for the defendant.

HILO FROM HONOLULU

Breezy Account Given by Bishop Willis.

INCIDENTS OF A TRIP

What the Passenger Sees in a Journey by the Island Steamships.

The following is an account of a trip from Honolulu to Hilo written in the Anglican Church Chronicle for November by Bishop Willis:

The editor of the Anglican Church Chronicle having expressed the wish for an account of the trip between the Islands from one who is familiar with it, believing it would be interesting to his readers in the States, and serve to remove some current misconceptions with regard to the extent of the Islands, and their distance from one another, the following sketch has been put on paper:

Twenty-five years ago there was but one steamer plying between the Islands—the Kilauea, running one week to Hilo and the next to Kona and the southern ports of Hawaii. Once a quarter a trip was made to the most western Island, Kauai. This boat was unprovided with any such luxury as a stateroom, and unless driven by rain or spray to the bunks, like pigeon holes, round the saloon, passengers usually slept on mattresses on deck, which, not infrequently, was strewn with sleeping forms from one end to the other, particularly when a royal progress was on hand. But this was such an advance on travelling by schooner that the accommodation seemed A1. The Kilauea used to leave Honolulu on Mondays at 5 p. m., reaching Lahaina about 6 a. m. the next morning. It was generally dark when she reached Kawaihae, on Hawaii, after battling for hours with the trades in the Hawaii channel. Her last trip was made about 1875. On that occasion an old-time kona storm was encountered and she sprang a leak. At Lahaina, where the storm was raging furiously, the danger the boat was in was clearly seen by an old sea captain among the passengers, and at his instance the boat was headed for Honolulu. In the Oahu channel, unable to steam against the wind (so much steam power being used for the pumps) they were driven to the leeward of Oahu and took refuge off Kaneohe, and when the storm broke the boat crawled into Honolulu harbor, loaded down to the water's edge with a cargo of salt water, which had with great exertion been kept from extinguishing the fires. She never went out again.

Since then the great development of the sugar industry has given employment to two fleets of steamers, owned respectively by the Wilder and Inter-Island Companies. The principal passenger boats are the Kinau and Claudine of the Wilder company and the Mauna Loa and Mikahala, belonging to the Inter-Island company. The Kinau makes a weekly trip to Hilo and way ports, and the Claudine to the ports on Maui. The Mauna Loa's route is to Kailua and the southern ports on Hawaii, and the Mikahala runs to Kauai. All the boats are furnished with the electric light, and offer accommodation of which only the chronic growler will complain.

A passenger bound for Hilo must be aboard the Kinau at noon on Tuesday. As the boat leaves the harbor and approaches Diamond Head, a fine view is presented of the mountains rising behind Honolulu, and the successive vallies, by which the range is cleft, of Nuuanu, Pauoa, Manoa and Palolo. As soon as Diamond Head is passed the shore begins to recede, and, if the trade wind is strong, its effect begins to be felt, and it is well to be on the lee side of the boat to avoid a shower bath. The channel between Oahu and Molokai is about thirty miles across. At the point of this Island is a much needed lighthouse, and near it there has lately been erected what, viewed from the boat, appeared to be a flagstaff, reaching to heaven. It is for the wireless telegraphy. Under the lee of Molokai smooth water is enjoyed for two hours, and a fine view of the Island is obtained. The steamer sometimes puts in to Kaunakakai, a boat being sent off from shore for passengers and mails. The reef runs out here a very long way, so that a vessel of the Kinau's draught has to lie two miles off. It was here that the American Sugar Company attempted to establish a large sugar plantation. At first the prospects were most favorable, but, finally, the project had to be abandoned for want of a sufficiency of water. Among the permanent improvements made by the company is a wharf running out three-quarters of a mile, to which vessels of light draught, like the Lehua, can come alongside. Before this, landing was always disagreeable, as the boat would usually ground in the mud several yards from the shore. From this port, the Leper Settlement, which lies on the opposite side of the Island, can be visited. It may be remembered how Stevenson describes the Settlement as "a bracket against a wall." From Kaunakakai you go up to the Meyers' ranch at Kalae, and continuing to ascend from there you come to the top of this wall, and find a zigzag path leading down to the sea-girt bracket below. To come back again is quite a climb.

Leaving Kaunakakai, the steamer is abreast with the western end of Lanai, which is now kept on your right at several miles distance until Lahaina is reached. As the shore of Molokai recedes, the force of the trade wind sweeping between Maui and Molokai is felt for a little while, but the boat soon runs into calm water under the lee of the mountains of West Maui, at the base of which is the rich sugar land of Lahaina. If the sun has not set before the anchorage is reached, a very beautiful view will be obtained. The line of surf breaking over the reef, the shore fringed with cocoanut palms, the bright green of the sugar fields, contrasting with the red of the base of mountains towering into the clouds, are some of the features of the landscape.

It will probably be dark when the steamer gets away from Lahaina, and only the outline of the high mountains, as you keep along the coast of Maui, will be discernible. It takes a little over an hour to reach Maalaea Bay, the port for Wailuku. This bay lies under the mountains of West Maui at one end of the isthmus between East and West Maui. Across this isthmus the wind rushes with peculiar force, making the landing at times very difficult, the sailors being unable to make headway against it. There have been some curious experiences here. On one occasion a newly married couple were coming up to spend their honeymoon on Maui. The bridegroom handed his bride into the first boat, but was not allowed to follow, the lady having made up the boat's complement. So he followed in the second boat, which after a two hours' struggle, landed him at the wharf about 1 a. m. But the first boat had not been heard of, and it was a pitch dark night. Dawn was approaching when the disconsolate husband met his bride safe on shore. The boat had been driven out to sea, and finally made the land in a creek sheltered from the full force of the wind.

An array of hacks is always found at the Bay to convey passengers to Wailuku, a distance of seven miles. From this place Kahului, Spreckelsville and Paia can be reached by train.

The next port to Maalaea is Kihei, on the opposite side of the bay, brought into existence by a new plantation of that name. On this part of the route magnificent views are obtained of Haleakala, which rises to a height of 10,000 feet, and contains the largest extinct crater in the world. This mountain makes up East Maui. The name Hale-a-ka-la means House of the Sun and was probably given because the sun appears to rise out of the crater. The tract of land on the lower slopes of the mountain and on the plain at the base, once a desert, and now covered with sugar cane, is immense. In this tract are the three plantations, Wailuku, Spreckelsville and Kihei.

At the next port, Makena, large shipments are generally made of pigs, fowls, corn, etc., raised by Portuguese and Chinese farmers on the higher slopes of the mountain. It is generally past midnight when the Kinau has taken the freight from this port, and as the Hawaii channel has now to be crossed the best thing the passenger can do is to take a sound sleep and become unconscious of rolls and pitches until off Kawaihae—which Mark Twain phonetically wrote "toe-y-high"—the boat is again in calm water. Here in the early morning a magnificent panorama meets your view as you come on deck. The three great mountains of Hawaii, tinged with the rising sun, are all in sight, Mauna Kea, Mauna Loa, and Hualalai. The last named being at a nearer distance, it is not observable how much lower its elevation is than that of the other two. Its height is only 8,000 feet, that of Mauna Loa and Mauna Kea being 14,000. These mountains are seen to the best advantage in the winter months, when capped with snow. About breakfast time the Kinau may be expected to drop her anchor at Mahukona, the port for Kohala, a large and prosperous sugar district, with which it is connected by a serpentine railway track. Passengers must not expect to find Pullman cars. They are not needed, the distance being only fifteen miles. Two or three hours are generally occupied in landing freight at Mahukona. When again under way the magnificent cliff scenery of the Hamakua coast comes into view, the mouths of the deep Waimanu and Waipio valleys are passed, and waterfalls will be seen pouring into the sea with a sheer descent of 1,000 feet. It is a cliff coast all the way from here to Hilo broken by a succession of deep gulches torn out by the torrents that for ages have rushed down from the mountain. The rainfall was probably at one time greater than it is now, but freshets of terrific force may still be witnessed in these channels. All along the Hamakua coast are a series of landings for the several plantations, but with one exception the Kinau does not call at them. In all these cases the landing stages are on the rocks at a considerable elevation above the water. Passengers are landed in the same way as the freight. By means of a crane a box which will contain four persons is lowered into the boat, and in this they are hoisted on to terra firma. The Kinau has only one regular stopping place between Mahukona and Hilo, Laupahoehoe, at the mouth of a deep gulch, where you can land without being suspended in mid-air. Whilst the vessel is at anchor here the big rollers enable one to experience what is the meaning of being rocked in the cradle of the deep. It will be anywhere between 9 p. m. and midnight when the lights on shore tell you that you are in Hilo bay. It is worthy of the progress that Hilo is making that landing here in small boats is a thing of the past. A wharf has been constructed at Waiakea, at which the Kinau can tie up, and passengers can go ashore in a civilized manner, and find hacks to convey them to all parts of the Rainy City.

E. O. HALL & SON WANT A BILL PAID

A Suit Against Palawai Valley and Upland Development Association.

E. O. Hall & Son have brought suit against the Palawai Valley and Upland Development Association, H. A. Isenberg, J. H. Schnack, W. H. Pain, Fred Hayselden, Paul Neumann, et al., for a bill of $915.39 alleged to be due since December 30, 1899.

In its complaint, by W. W. Hall, president, the corporation states that on December 30, 1899, the defendants were and now are indebted to the plaintiff in the sum of $915.39 as a balance due on an account for goods, wares and merchandise sold and delivered by the plaintiff to the defendants at their special request and instance.

The complaint sets forth that the bill is now wholly due and unpaid, that plaintiff has often demanded payment thereof but defendants have neglected and failed to pay same up to the present time.

Whereof the plaintiff asks the process of the court to cite the said defendant to appear and answer the complaint before a jury of the country at the February, 1901 term, unless sooner disposed of by judicial authority and that the plaintiff may have judgment against the defendant for the sum of $915.39 together with legal interest from December 30, 1899. J. T. DeBolt for plaintiff.

Paper money is at a premium at Nome. Miners find it more convenient than gold and pay as much as 2 per cent in excess of its value for it.

The schedule time of the new steamers and others of the Oceanic Steamship Company is shown by a new schedule just received. The new list is for the next few months.

The Sierra is booked to leave San Francisco on the 21st of November, arriving in Honolulu on the 27th. According to the last reports she had not arrived at San Francisco, being on her way around Cape Horn. In all probability she will be on time, however. Next of the new boats on the list comes the Sonoma. She will leave the Coast on January 2. The Ventura sails on February 13 for this port from San Francisco. The Sierra, Ventura and Sonoma all go through to Australia.

For the next two trips the Zealandia will take the place of the old Australia. The Alameda will then be placed on the San Francisco-Honolulu run for awhile. Leaving San Francisco on December 3 and 26 the Zealandia will run only to this port, and return to the Coast.

On January 12, the Alameda, which is now on a trip to the Colonies, will take the Honolulu run. The Mariposa is due today from the Colonies. When she has completed her trip to the Coast she will be laid up for repairs and extensive alterations, then, while she is taking the Honolulu run, the Alameda will have her turn at being overhauled and improved.

The following people are booked to take passage to San Francisco on the Mariposa today: Mrs. Fowler, Miss Neumann, Mrs. Taylor and child, F. J. Turk and wife, O. C. Lewis and wife, W. Lewis, Miss M. Fleckheumer, Mrs. J. S. Kimball, Miss A. Rycroft, Mrs. Bosley, Mrs. C. A. Ruder, J. H. Makins, C. H. Schmidt, Mrs. A. A. Cunningham, C. C. Douglas, C. A. Bruns, D. C. Becker and wife, Misses Macfarlane, P. M. Pond, James L. McLean, Mrs. G. A. Rathborn and child, Dr. Pfluger, S. H. Comstock, Dr. M. Grossman, J. Colley, D. J. McKay, Hy Hill, C. S. Shanklin, E. R. Swain, Miss McBoyle, Dr. L. A. Baner, Miss C. Castle, A. Drier and wife, Mrs. Harrison, Mrs. Knaff, Mrs. Davies, A. F. Gunn and wife, John Cargill, W. T. Cornwall and wife.

A FIGHT ON THE FRONT.

A fierce fight on the waterfront excited considerable interest for a few moments yesterday morning. It took place at the transport Port Stephens' wharf; Officer Merins and a Chinese from the transport were the contestants and the matter threatened to end seriously until others interfered and prevented the savage Boxer from chipping whole chunks off the fearless officer with a large chisel with which he fought.

Merins had been specially assigned to duty on this particular wharf for the purpose of preventing Chinese from landing from the Port Stephens. Tong See Chong attempted to come ashore, and the officer immediately grabbed him and reminded the pig-tailed coolie that he had no right to set foot on the wharf. The Oriental had a chisel in his hand and made a thrust at the officer with it, making a nasty gash in his cheek. Merins quickly drew his club and gave the almond-eyed Celestial a tap on the head which would have brought tears to the eyes of anyone less ferocious. The Chink, as the Chinese are called aboard the transport, went for the officer again, however, and administered a stab in the side and another in the hip.

Merins' club had not been idle by any means, and the head of the Boxer spoke eloquently to that effect. Fortunately, just about this time, the second mate of the Stephens and Captain Flint showed up, the fight was stopped and the Chinese taken to the police station.

FIRE STILL RAGES.

The fire in the Government coal pile on the corner of Alakea and Allen streets, which was discovered on election day, is still raging, and it will probably be a few days yet before it is finally mastered. The coal is being moved as rapidly as possible and the fire department is still at work. Chief Hunt says that he will stay by the fire until it is extinguished. Not until the fire is definitely located will the firemen be able to do efficient work, however.

OF INTEREST TO PACIFIC COAST.

WASHINGTON, Oct. 30.—Naval Constructor F. B. Zahm has been ordered to the Mare Island navy yard to take charge of construction work. Zahm has been on duty in Washington for the past few years as principal assistant to Chief Constructor Admiral Hichborn. His transfer to Mare Island is in the nature of a promotion in view of the important work thereby devolving upon him.

The Secretary of the Treasury issued an order today for the placing of three light beacons in Suisun Bay, Cal., one each at Point Edith, Middle Point and Stake Point. Proposals for the work will be invited by circulars. The amount estimated as necessary to complete the work is $15,000.

THE PERRY LAUNCHED.

SAN FRANCISCO, Oct. 28.—At precisely 12:30 o'clock yesterday afternoon the new torpedo-boat destroyer Perry, first of her class to be built here, was launched at the Union Iron Works. The honor of christening the vessel fell to Miss Maud O'Connor, daughter of the late Cornelius O'Connor. In every respect the launching was a success, and was witnessed by several hundred persons, including Irving M. Scott and a party of specially invited guests.

The Perry is one of sixteen torpedo-boat destroyers which were ordered by the Government two years ago. She is the first to be built on this Coast, and is to be followed by the Paul Jones and Preble. The Perry, like all the others built or building, has a length on the water line of 245 feet, a maximum beam of twenty-three feet, and will draw, upon a trial displacement of 420 tons, exactly eight feet of water over the tips of her screws, of which she will have two. The stern has been made full at the water line, but tunneled out below, so that the boat shall not "squat" when going at full speed, nor give the propellers a chance to race in the air when running in a heavy sea. The sides have been run well up, and support a forecastle deck of some length. There are two conning towers, each of which has a steering wheel, but only the forward one will have steam mechanism. All the woodwork is fire-proof, and the deck is to be covered with linoleum, instead of planking. The boat is subdivided into about eighty compartments. When making about 330 revolutions a minute, the engines will develop an indicated horse-power of thirty knots. At least 100 tons of coal will be carried, and a considerable radius of action is assured. The limit of cost for the destroyer is $295,000, and no bonus is offered for excess development of speed.

The armament of the Perry will consist of two three-inch rapid-fire guns, five six-pounder guns, and two eighteen-inch forpedo tubes.

TRANSPORT MEADE.

SAN FRANCISCO, Oct. 31.—Head winds and a rough sea for the greater part of the voyage were reported by the officers of the United States Army transport Meade, which reached port last evening from Manila. Nagasaki was the only port of call on the trip, the Meade leaving there on October 11, and occupying nineteen days on the voyage across, following the southern route. Thirty-nine cabin passengers were brought by the transport, the more prominent being Lieutenant Colonel W. F. Spurgin, who has been collector of customs at Manila for the past year or more, and Lieutenant Colonel John L. Tiernon, who as chief of police of Manila, organized the native police force of 700 native Filipinos in that city. Colonel Spurgin comes home for a rest and to recuperate his health. His son, who had been on the fighting line for several months, died at Manila of blood poisoning as the result of a scratch, and the body of the young man was brought home on the Meade. Colonel Tiernon, who as chief of police became prominent at Manila, was given a rousing farewell upon his departure from the Philippine capital, hundreds of citizens, accompanied by the Filipino band, accompanying him out to the Meade, lying at anchor in the harbor.

The remains of eighteen deceased soldiers who died in the Philippines were brought back by the Meade, besides forty-nine discharged soldiers, nine dishonorably discharged soldiers, twenty-two disabled soldiers, five insane soldiers, and 254 sick soldiers in the ship's hospital. Eight of the sick men died at sea. The sick and disabled will be taken to the general hospital at the Presidio today. The Meade was released from quarantine after about two hours' detention, and cast anchor in the stream off Folsom street wharf. Only two or three cabin passengers landed last night. The others will disembark about 10:30 this morning.

When in midocean the Meade ran into very bad weather, the waves rising mountain high and greatly impeding her progress. One particularly high wave swept the upper deck of the transport, staving in one or two of the lifeboats, but doing no other damage.

VESSELS IN PORT

ARMY AND NAVY.

U. S. Tug Iroquois, Pond, Midway Island, August 5.
U. S. A. T. Port Stephens, Gray, San Francisco, November 4, horses for Manila.

MERCHANTMEN.

(This list does not include coasters.)
Albert, Am. bk., Griffiths, San Francisco, November 5.
Bertie Minor, Am. schr., Ravese, Eureka, November 6.
Chas. E. Moody, Hansen, Tacoma, October 18.
Ceylon, Am. bk., Weller, Laysan Island, October 25.
C. F. Sargent, Am. sp., Gammons, Tacoma, October 27.
C. D. Bryant, Am. bk., Colly, San Francisco, November 5.
Enterprise, Am. schr., San Francisco, August 26.
Emily F. Whitney, Am. sp., Brigman, San Francisco, October 23.
Eureka, Am. schr., Schon, Eureka, November 5.
Golden Shore, Am. schr., Rasmussen, Newcastle, October 27.
Gardiner City, Am. bktn., Walton, San Francisco, October 29.
George Curtis, Am. sp., Calhoun, San Francisco, October 30.
Helen Brewer, Am. sp., McKay, New York, October 21.
Helene, Am. schr., Christiansen, San Francisco, October 22.
H. D. Bendixen, Am. schr., Olsen, Port Blakeley, October 22.
Klikitat, Am. bk., Cutler, Port Ludlow, October 24.
Kennebec, Am. sp., W. F. Lewis, Newcastle, October 31.
Mohican, Am. bk., Kelly, San Francisco, October 22.
Martha Davis, Am. bk., McAlman, Hilo, October 30.
Robert Lewers, Am. schr., Underwood, Port Ludlow, October 26.
Sebastian Bach, Br. bk., Nagasaki, February 17.
Star of Russia, Am. sp., Mortenson, Newcastle, October 2.
S. G. Wilder, Am. bktn., Jackson, San Francisco, October 27.
S. N. Castle, Am. bktn., B. O. Nelson, San Francisco, October 30.
Yola, Br. sp., Pennicuik, London, November 5.

Notice to Shipmasters.

U. S. Branch Hydrographic Office, San Francisco, Cal.

By communicating with the Branch Hydrographic Office in San Francisco, captains of vessels who will co-operate with the Hydrographic Office by recording the meteorological observations suggested by the office, can have forwarded to them at any desired port, and free of expense, the monthly pilot charts of the North Pacific Ocean, and the latest information regarding the danger to navigation in the waters which they frequent.

Mariners are requested to report to the office dangers discovered, or any other information which can be utilized for correcting charts or sailing directions, or in the publication of the pilot charts of the North Pacific. C. G. CALKINS,
Lieut.-Comdr., U. S. N., in Charge.

Mount St. Elias, Alaska, was badly shaken up by the recent earthquake that did so much damage at Kodiak.

The DAILY ADVERTISER is delivered to any part of the city for 75 cents a month.

WILL FIGHT TO STAY IN HAWAII

Chinese Ordered Deported To China.

ARE TO APPEAL TO MAINLAND COURT

Juror Bergstrom Fined $100 for Being Late by Judge Humphreys.

The cases of Lau King and Chun Hoy, two Chinese who were ordered sent back to China by Judge Estee some time ago as a result of an investigation which seemed to show that they were admitted to the Islands as a result of fraud on the part of an interpreter, Lin Shin Chow, are to be appealed to the Circuit Court of Appeals at San Francisco.

In the course of his decision on their cases Judge Estee announced that as the evidence of the two Chinese boys that they had been born in these Islands was uncorroborated by any white witness he would not admit them to the Islands. It is upon this point that a writ of error to the Circuit Court of Appeals is to be sued out. Lorrin Andrews who defended one of the boys has been retained by a number of Chinese of the city to take the matter to a higher court and he believes that he can prove error.

The cases were of considerable interest as in the progress of their trial, evidence was brought to light that tended to show that Lin Shin Chow, the Chinese interpreter of the Customs Department, had been guilty of accepting bribes. Chow is quite prominent in the Chinese colony and his examination before United States Commissioner Robinson and binding over to await the action of the Grand Jury in the Federal Court at the February term caused a mild sensation in Chinatown.

The papers in the case will be transmitted to the Circuit Court of Appeals very soon and in the meantime the two Chinese boys instead of being forced to go back to China by the next steamer will remain in custody of the United States Marshal at Quarantine Island. The members of the Chinese society who are backing the proposition of taking the case up have agreed to pay the board and lodging of their compatriots at the Island during the delay which must result before the case can be decided at San Francisco.

FOSTER MAKES EXCUSES.

Frank H. Foster, one of the three Kamalo Sugar Company promoters who were accused of grave misdoings by Judge Humphreys, filed a motion yesterday in the Circuit Court for permission to file an answer and to introduce evidence against the amended bill of complaint filed by the plaintiffs in the case some days ago.

The motion is supported by an affidavit wherein he asserts that at the time of the alleged taking of the company's stock he was possessed of valuable options on land and that he could have sold these options for more than he ever received from the Kamalo company. He likewise states that his services as a promoter were very valuable and that he expended a large amount of time and labor in the Kamalo Sugar Company as a promoter for which he received nothing save the stocks and money received from the company. No issue was raised at the trial, he goes on, whereby his title to the stock was put in jeopardy, and he desires his day in court to prove expenditures of money and the value of time and labor expended to the benefit of the company and to prove the market value of the options turned over by him to the company without which it could not have been organized.

He declares likewise that if the stock in question is declared forfeited by the court he still has the right to recover from the company upon quantum meruit for the value of the options and his services. He states that while it might be true that the plaintiffs in the case were unaware of the exact amount made by the promoters, they were aware that the promoters were receiving compensation and were entitled to do so.

HEAVY FINE FOR BERGSTROM.

Hereafter when Honolulans are summoned to act as jurors in the Circuit Court when Judge Humphreys is on the bench they will do well to camp on the steps of the Judiciary building all night rather than be absent when court convenes in the morning. J. W. Bergstrom is wishing that he had followed some such course as this for yesterday he was assessed the sum of $100 by Judge Humphreys for failing to be on hand when his name was called.

A special venire was issued on Wednesday to secure jurors for the Downing murder case, and Bergstrom was one of the called. Bergstrom accepted the matter philosophically and promised to be on hand in the morning, but when court convened he was not to be found.

Judge Humphreys issued a bench warrant for his arrest and after about an hour Bergstrom appeared under the protecting wing of a stalwart bailiff.

When asked by Judge Humphreys why he had failed to answer to the summons of the court Bergstrom looked puzzled and said he'd been busy and had forgotten to appear in court until the officer came in on him.

Judge Humphreys delivered a mild homily on the virtues of punctuality and the heinousness of his offense in being late in court. He wound up by ordering Bergstrom to pay a fine of $100 or go to jail. Bergstrom went back to his seat feeling rather pale and it is likely that henceforth he will carry an alarm clock in his clothes to remind him of his engagements.

DOWNING TRIAL PROGRESSES.

The case against Charles Downing charged with the murder of a native up Nuuanu valley last March is dragging on very slowly in the Circuit Court before Judge Humphreys. It is likely that the case will last until Saturday at least, for the first witness for the prosecution was still on the stand at adjournment yesterday.

The jury was completed shortly before noon yesterday and G. W. Pahu, an old Hawaiian who was one of those to find the bodies of the murdered men after the affray was over, was placed on the stand. His direct examination lasted until noon, and after luncheon the judge, jury, defendant attorneys and officers of the court all paid a visit to the scene of the murder. This occupied a good share of the balance of the day.

Pahu went on the stand for the rest of the afternoon and at adjournment Mr. Gathcart was still examining him.

FLINT MUST DIG UP.

Captain Harry Flint must dig up the coin for the payment of the attorneys who brought suit against him last July on behalf of his wife for divorce. Yesterday a motion was filed by Magoon and Thompson asking that Flint show cause for not paying the temporary alimony which the court ordered him to pay last July or be adjudged guilty of contempt of court. Shortly after this order was made by Judge Humphreys Flint and his wife made it up and Mrs. Flint went away on the Australia covered with leis and bathed in tears leaving her husband waving loving farewells from the wharf. A few days ago Mrs. Flint returned to Honolulu. She had failed to pay her attorneys before leaving, nor had Captain Harry attended to that duty and now he must dig up or go to jail.

ESTATE OF CHILDREN.

J. Peenahele, guardian of Emelia, Kihelu, Kawekiu, William Maunaloa and Annie Wailani, yesterday filed an inventory of the property of his wards. It shows that the children are tenants in common of lands at Kawaokapuna, Hana, and at Kaukuhalahala, and at Papahawahawa, about 100 acres altogether.

LEWIS AND TURK GO FREE.

Lewis and Turk, the crimps, will not have to answer in the Circuit Court for their assault upon their fellow craftsman McCarthy. Yesterday morning their case was dismissed, a nolle prosequi being entered at the instance of Deputy Attorney General Cathcart. The "Heavenly Twins" will leave by the Mariposa to-day for the Mainland, shaking the dust of the Islands from their feet for good and all.

CHINESE CASE DISMISSED.

The case against Chun Hong Cho, brought from the District Court at Koolaupoko, was dismissed yesterday by Judge Humphreys. The defendant was accused of making threats.

ORATORY UNDER DIFFICULTIES.

Congressman Smith Addresses His Constituents While Glued to a Chair.

The meanest scalawag in Michigan lives over in Augusta township, Washtenaw county, and we'll proceed to prove it. Hank Smith was billed to speak at a school house near Whitcomb, when a Republican club was to be organized. The room was jammed full of men, women and children. A little platform had been temporarily arranged for the orator of the evening, surmounted by a single chair, the seat of which some miscreant had covered with fresh glue. In this chair, to which he was conducted, "Hank" sat down, not knowing it was loaded. Meantime the burghers proceeded with their work, and an hour was consumed before the officers were elected and the job finished. The new President then stepped forward and introduced "the present and th next Congressman of this district, the Hon. Henry C. Smith of Adrian."

Mr. Smith got up and so did the chair. He tried to shake it off by a hip wriggle. This failed. He reached down and tried to pry it off with his fingers, but without success. He pulled sturdily at the rear to force it to let go, but it wouldn't do anything of the kind. He now smelt a rodent. The President, seeing his predicament, stepped up and gave the thing such a tug that Smith in alarm, but in an undertone, said:

"Hold on, Ferguson, you'll tear the cloth away, and you can see my coat is a short sack, and there are ladies present."

The audience now tumbled to the situation, and instantly burst into thundering guffaws. The room became a bedlam of laughter-convulsed lunatics. Women screamed and children whooped, while able-bodied men lay down on the benches and roared. The hilarity was catching, and soon Hank, genial-hearted and fun-loving as he was, sat down, leaned back and joined the deafening chorus. Finally, waving his hand, the crowd became sufficiently quiet to hear him say: "I came here to speak my piece, and I'll do it, though the whole school house were glued to me." Then he got up again, and, half bent over, with the chair dangling behind, waded in. At every motion he made the chair would bump up and down on the floor or swing against the wall, or strike the table holding the lamp. Of course, the crowd laughed when he joked and laughed when he didn't joke. At last the speaker said:

"Ladies and gentlemen, I must rest. My back is about broken," and sat down. At this an old fellow ran out, and, trotting across the way to his house, brought over a pair of overalls. "Hank" was steadied off the platform amid renewed yells of laughter and with a man holding the chair away from his calves, waddled outdoors, where he was "unhusked." He finished his speech in the overalls.—Grass Lake, Mich., News.

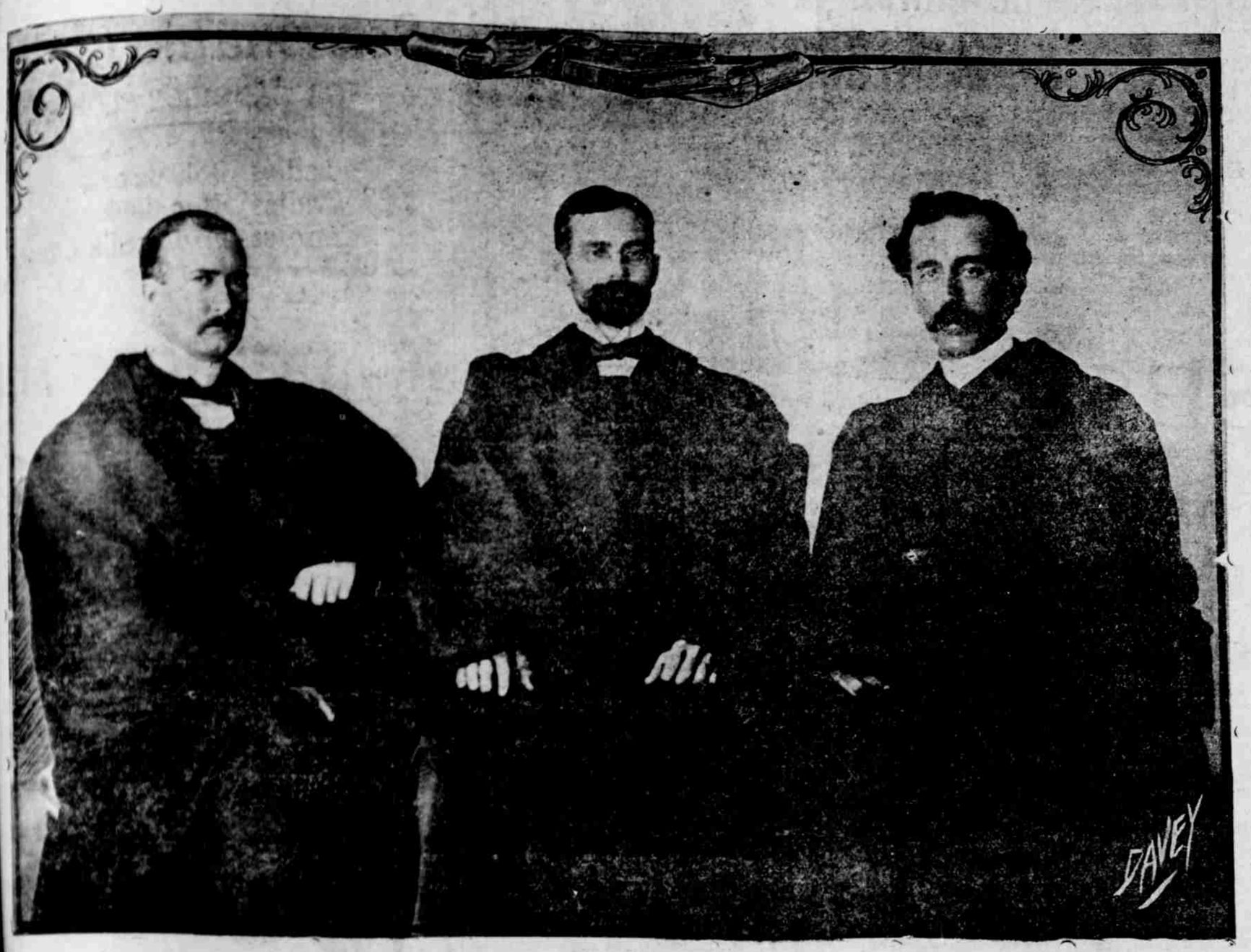
AND SHE WONDERED.

Miss Olive (of St. Louis): "Say, cousin, what's a periphrasis?"

Miss Browning (of Boston): "A periphrasis is simply a circumlocutory cycle of oratorical sonorosity, circumscribing an infinitesimal ideality interred in a verbal profundity."

Miss Olive: "Thanks; I thought it was something like that, but I wasn't quite sure."—Chicago News.

E SUPREME COURT OF THE TERRITORY OF HAWAII



members of the pres- Supreme Court of the Ter- Justices Frear and Per- given to the people of Galbraith is not so the above picture of the court constituted was ago and it presents of the three jus- bench.

details of the lives of the Supreme Court will interest:

Walter F. Frear was Valley, California, on For a few years his Santa Cruz and he came with his parents when of age. He secured his at Oahu College, grad- that institution in 1881. he entered Yale Univer- sity, being graduated with the degree of Bachelor of Arts in 1885, and securing an election to the Phi Beta Kappa Society, whose members are chosen from the honor men of each senior class. He returned to San Francisco and spent a half year in attendance at Hastings Law College there. Later he returned to the Islands and for two years and a half was an instructor at Oahu College teaching Greek, Mathematics and Political Economy. After a year in the law office of Judge A. S. Hartwell, Judge Frear went to Yale Law school and took the degree of LL.B. (magna cum laude) there in 1890, winning the Jewell Prize for the best examination. He spent the summer in Europe and then returned to Honolulu, being admitted to the bar at once and practicing law for five months by himself. He then went into partnership with L. A. Thurston. On January 1, 1893, he was appointed second judge of the Circuit Court by Queen Liliuokalani, and on March 7, following, after the downfall of the monarchy he was appointed second associate justice of the Supreme Court by Sanford B. Dole, as chairman of the Provisional Government. On January 6, 1896, President Dole appointed him first assistant justice of the Supreme Court. In 1898 he was appointed a member of the Hawaiian commission and served as such during the following fall and winter here and afterwards at Washington. Judge Frear did a large part of the work of drawing the Territorial Act. During the illness of Chief Justice Judd, Judge Frear acted as chief justice and on June 6th last he was appointed as chief justice of the Supreme Court of the Territory.

Antonio Perry, first associate justice, was born in Honolulu on January 5th, 1871, and is the only native son of the Islands on the bench. He attended the public schools of the city during his early years and afterwards w- St. Albans College. Later he entered Oahu College and graduated there in June, 1889. He continued as a student there for another year taking post graduate work. He went to the States intending to enter college but owing to ill health was unable to carry out his ambition. Returning to the Islands he entered the law office of Judge A. S Hartwell and studied there until March 15, 1893, when he was admitted to the bar. He continued his association with Judge Hartwell for something over a year or more, being appointed on September 1st, 1894, to the position of District magistrate for Honolulu. On January 11, 1896, he received the appointment of second Circuit judge, and on November 1, 1897, he was appointed first Circuit judge. This position he held until he was appointed first associate justice of the Supreme Court by President McKinley on June 6, 1900.

Clinton A. Galbraith, second associate justice, was born in Bartholomew County, Indiana, in 1860, and gained his early education in the common schools of the county. He matriculated at Hartsville College, Hartsville, Indiana, and pursued the classical course at that institution for four years. After graduating at this institution he studied law for a time in the office of Hon. Francis T. Hord, at Columbus, Indiana, and then entered the law department of the University of Michigan taking his degree there in 1884, being a classmate of J. A. Magoon. In the same year he located in Kaufman County, Texas, and practiced there for some years. In the spring of 1889, at the time of the opening of the Oklahoma lands, he moved to Oklahoma City and lived there from that time until February, 1898, when he came to the Islands. During his residence in Oklahoma he for four years occupied the position of Attorney General of the Territory. For a time after removing to the Islands Justice Galbraith was associated with J. A. Magoon and later removed to Hilo, where he was practicing law at the time of his appointment to the Supreme bench.

RSALE.

SMITH STREET, between Pauahi streets.

ers inquire of
S. BOUGHTAILING,
Favorite Saloon.

olou Concrete Co.

ns H. F. Bertlemann, cor- King street, opposite ann & Co.

Side Works a

of STONE and CON- at California prices.

G LUNG CO.
OCERS
ON HAND AT ALL TIMES.
corner of Alakea.

ICE &
CTRIC CO.
DELIVERED
part of the City.
an & Markham
P. O. Box 600.
Kewalo.

STACKABLE IN A BOX

Conflicting Decisions To Reconcile.

LAWS ARE AT VARIANCE

Curious Inequalities in Directions of Treasury Department as To Chinese.

Collector Stackable is between the devil and the deep sea as to how to act legally in the admittance or exclusion of Chinese coming here from their own country. Decisions seemingly contrary to one another are in his hands as guides from the Government at Washington. With all collectors of American ports where the business with China is large there is a constant inability to know exactly what to do in many cases of applications to land on the part of Chinese.

In Honolulu many of these cases are in the courts. Decisions of lower courts are constantly being appealed and it puzzles Collector Stackable to know how to act in each individual case. Here is a decision dated at Washington, September 17, which is indeed a remarkable one:

Treasury Department,
Office of Commissioner-General of Immigration.
Washington, September 17, 1900.
Collector of Customs,
Honolulu, H. T.

Sir:—The Bureau is in receipt of your letter of 24th ultimo, inclosing a communication from Messrs. H. Hackfeld and Company, Ltd., requesting a refund of Head tax on all Chinese passengers who have been landed at your port since June 14, 1900, upon the ground that they were possessed of Hawaiian birth certificates and are therefore citizens of the United States.

The Solicitor of the Treasury has gone over this matter and has expressed the opinion that the application of Messrs. H. Hackfeld and Company should be denied, upon the ground that Chinese persons acquiring citizenship under the laws of Hawaii cannot be considered citizens of the United States, and are therefore not immune from the collection of per capita tax.

Respectfully,
J. H. LARNED,
Acting Commissioner-General.

According to this decision Chinese who had been naturalized under the laws of Hawaii are not citizens of the United States. As the Territorial Act said plainly that all citizens of Hawaii were citizens of the United States and as about 100 Chinese have registered and voted here in the last election, this Treasury decision bumps up against a higher authority, that of the Congress and President of the United States.

The following decision at variance with the preceding one is taken from "Treasury Decisions," published at Washington, October 25:

(22551)

Admission of Wife of a Chinese Native-born Citizen of the United States.

The wife of a Chinese native-born citizen of the United States is entitled to admission regardless of the provisions of Section 1944, Revised Statutes, nor does such right to land depend on the status of her husband as a merchant, even if it is held that the exclusion laws apply to a Chinese merchant who is native-born.

Treasury Department,
October 19, 1900.

Sir:—The Department is in receipt of your letter of 10th instant transmitting papers on appeal in behalf of Li Ham Shi, a Chinese woman to whom admission was denied by you upon the ground (1) that she can not, under Section 1994 of the Revised Statutes of the United States, take the status of her husband, who is a native-born citizen of this country, and (2) that she is not admissible as the wife of a merchant, her husband not having been a merchant at the time of her application for admission.

The Solicitor of the Treasury has rendered an opinion on this case, an extract from which follows:

I do not think that Section 1994, Revised Statutes, applies to this case. There is no question of citizenship, as to the wife, involved. She does not apply to be landed because of any supposed right to be "lawfully naturalized" but because she is the wife of a native-born citizen of the United States. I do not think her right to land depends on the status of her husband as a merchant—even assuming that the exclusion laws in this regard apply to a Chinese merchant who is a citizen of this country—but rather on her higher right not to be separated from her husband, who is a citizen of the United States and is legally entitled to live in the country of his birth.

In view of the foregoing, the appeal is hereby sustained and you are directed to release and land the said Li Ham Shi.

Respectfully,
H. A. TAYLOR,
Assistant Secretary.

Collector of Customs, San Francisco, Cal.

Lady Wm. Beresford (formerly Lillian, Duchess of Marlborough) has brought action against the young Duke of Marlborough to recover the money which she spent in improving Blenheim Palace during the lifetime of the last Duke.

BURGLARS' BOLD DEEDS

City Business Houses Robbed.

GET ONLY SMALL BOOTY

Nuuanu Street Stores Entered by a Skilled Gang--Police Have No Clew.

A gang of burglars is at work in the city. At some time during Wednesday night and Thursday morning several Nuuanu street business houses were broken into and articles of value and money taken.

That the gang picked out a street in the business district in which to operate in and chose to force the front entrances indicates that the men are old hands at the business and know the police conditions.

The shop of On Hing, a Chinese merchant, was broken into in a bold manner.

The display window which is very thick plate glass was shattered by a a blow. Watches, jewelry and other trinkets were abstracted from the showcase. The proprietor estimates his loss at about $120.

The strangest feature of the robbery is that there were no police officers in the vicinity at the time. The shattering of a plate glass window at dead of night makes quite a noise, but no member of the force appeared to disturb the burglars as they plied their trade.

The Hoffmann saloon, corner of Nuuanu and Hotel streets, was a sufferer to the extent of $12 cash. It is supposed that an entrance was affected by going through one of the Chinese stores and getting in at a back window.

A stepladder made the ascent to the window an easy matter, and the window offered but little obstruction to the thieves' entrance. A screen was placed before the window so that they could not be seen from the street. An attempt was made to open the safe by means of a chisel, which was unsuccessful. About $250 was in the safe.

The next foray seems to have taken place in the Royal Annex saloon, almost opposite the police station clerk's office.

Entrance was effected at the rear by cutting a hole in the door. The lock was cut out first, but an iron bar held the door and a panel was removed. Nothing of value was stolen. The money had been put away in the safe.

The police department yesterday had not the slightest clue to the identity of the burglars.

There are a number of rough characters in town who came into port lately. These are being watched by the detectives.

SOMETHING WRONG.

Wife (to husband returning at 3 a. m.): "One o'clock I think." (Clock strikes three).

Wife: "Why, it just struck three, sir."

Husband: "Ridiculous, my dear; that clock must stutter."—Fliegende Blatter.

The city of Caracas, Venezuela, was severely shaken by a temblor October 29. Fifteen persons were killed and many injured, among them being the President, General Cipriano Castro.

Corporation Notices.

ANNUAL MEETING.

ONOMEA SUGAR COMPANY.

THE ANNUAL MEETING OF THE stockholders of the Onomea Sugar Company will be held at the office of C. Brewer & Co., Ltd., in Honolulu, on Thursday the 8th instant, at 11 a. m.

Dated, Honolulu, November 7, 1900.
E. F. BISHOP,
5696 Secretary.

MEETING NOTICE.

THE ADJOURNED QUARTERLY meeting of the shareholders of C. Brewer & Co., Ltd., will be held at the offices of the Company in Honolulu on Thursday, November 8, 1900, at 10 a. m.

GEORGE H. ROBERTSON,
5692 Manager.

HONOKAA SUGAR CO.

THE ADJOURNED ANNUAL meeting of the shareholders of the Honokaa Sugar Company will be held at the office of F. A. Schaefer & Co., on Monday, November 12, 1900, at 10 a. m.

5695 W. LANZ, Secretary.

NOTICE.

THE ADJOURNED ANNUAL meeting of the shareholders of the Pacific Sugar Mill will be held at the office of F. A. Schaefer & Co. on Monday, November 12, 1900, at 2 p. m.

5695 W. LANZ, Secretary.

NOTICE

KONA SUGAR COMPANY STOCKHOLDERS' MEETING.

Notice is hereby given that a special meeting of the Kona Sugar Co., Ltd., will be held at the office of M. W. McChesney & Sons, Queen street, Honolulu, at 10 o'clock a. m., on the 23d day of November, 1900, for the purpose of considering the advisability of borrowing money for the purposes of the business of the corporation on the security of coupon bonds of the company in an amount not exceeding $200,000 to be secured by a deed of trust of the franchise and all the property of the company, present and future.

WILLIAM W. HALL,
Vice President Kona Sugar Co.
Honolulu, October 30, 1900. 5690

ASSESSMENT NOTICE.

WAIALUA AGRICULTURAL CO., LIMITED.

THE NINTH AND FINAL ASsessment of 10 per cent ($10.00 per share), has been called on the assessable stock of this company, to become due and payable at the office of Castle & Cooke, Ltd., on October 30, 1900, DELINQUENT NOVEMBER 30, 1900.

W. A. BOWEN,
Treas. Waialua Agricultural Co., Lt'd. 5690

MEETING NOTICE.

THE ANNUAL MEETING OF THE stockholders of WILDER'S STEAMSHIP COMPANY will take place at the office of the Company in this city at 10 o'clock Monday morning, November 19, 1900.

S. B. ROSE, Secretary.
Honolulu, November 7, 1900. 5697

NOTICE

NOTICE IS HEREBY GIVEN THAT the Pearl City Cemetery will be open for interments on and after Monday, November 5th, 1900. A special funeral train will leave the railroad station at 2:15 p. m., daily, remaining at the cemetery until after all interments.

The rates for transportation are one dollar for the corpse, and fifty cents for the round trip for mourners.

Plats are now on sale at the office of the company, ranging in price from $10 up, according to location and size. No other charges of any nature.

HAWAIIAN CEMETERY ASSOCIATION, LTD.,
Room 3, Love Building, Fort St.
5693

ROMANCE OF A WEDDING

A Kamehameha School Teacher's Wooing.

BRIDE FROM FAR EAST

Prof. Beadle Married to Miss Moore After Courtship Since Childhood.

A pretty romance culminated happily a week ago when Professor Irwin F. Beadle of the Kamehameha Manual school was married to Miss Grace Moore. Professor Beadle is in the manual department of the Kamehameha school and has been in the Islands about a year.

His wedding Miss Moore was the sequel of an engagement made when mere children. Professor Beadle and his bride are living in a cosy little cottage on the school grounds. The following from the Kansas City Journal gives an insight into the romance of the pair:

KANSAS CITY, Oct. 15.—Thirteen thousand miles must be traveled by Miss Grace Moore, of Glens Falls, N. Y., in order that she may marry Professor Irwin F. Beadle, of Honolulu, to whom she has pledged her troth.

Miss Moore on Tuesday of last week started on her long trip. In a fortnight she will be Professor Beadle's bride.

Behind the trip there is a pretty, romantic story. It tells of a young man who attended school in Oswego, N. Y., and sat at the same form with a bright, pretty girl, a child of 8 or 9 years. He himself was 11. The two had always been playmates and when they grew to be youth and miss they became lovers. Friends watched them and smiled indulgently, saying it was only a boy and girl affair and would be outgrown in time as they grew older. But as the years passed they became more and more attached to each other and ere long were publicly announced engaged to marry. This was before the young man had finished his course at college, and he then had no prospects other than the necessity of earning his living by virtue of his bright intelligent mind. He was studying to be a teacher and hoped to make enough money upon his graduation to claim his bride and care for her.

But as the end of his college life came he found he could do little in the East. He started West with a determination to make his fortune and come back and claim his bride. But when he reached the West he found himself still unable to make rapid headway up the ladder of fortune, so he wrote his fiancee and told her he had determined to go to Honolulu and awaited her consent. This was not long in coming, and a year ago he sailed for the Hawaiian Islands.

Arriving at the islands he found a demand for an English instructor in the schools. He applied and was appointed to a position and by judicious investment of his little capital he obtained a start on the road that has already led him to a competence and which he expects will eventually make him one of the richest men in Hawaii. So he sent for his fiancee to join him and told her he would arrange for their immediate marriage.

The Royal Scroll.

A unique way of presenting the great facts of Bible history is found in the Royal Scroll, one of the best devices ever published, now being introduced in this city for the first time by A. M. Mellis, sole agent for Hawaii Territory. The idea of the publishers was to present to the public a panoramic Bible, which, by the truthfulness and vividness of its representations, should interest all classes. It is a work that may safely be commended as at least soundly evangelical in its teachings and its wide circulation will be eminently helpful to the cause of morality and Christianity. It is a collection of finely finished illustrations of Scripture history in a case compact and self adjustable. Agent A. M. Mellis extends an invitation to clergymen and instructors to communicate with him in regard to the Royal Scroll, addressing him at the Advertiser office. He will be glad to give an exhibition of the Royal Scroll whenever and wherever it may be desired by those interested.

Artist Bunker Here.

Harry M. Bunker, the artist, sailed October 24th for Honolulu on the American bark Albert, on which he expects to make the round trip. As some time will be consumed in loading and unloading, he will have ample opportunities to see places of interest in the new island territory. Mr. Bunker has been for the past several months in the Santa Cruz mountains in the Ben Lomond district. This extended vacation has been taken in the interest of his health, which was impaired during an extended stay in New York, where he studied and illustrated for several of the leading publications. He seems quite restored, but the family is determined to take no chances; hence his further holiday.—S. F. Chronicle.

Alabama Wants a Slice of Florida.

MONTGOMERY, Ala., Oct. 25.—Secretary of State McDavid has taken the first step toward annexing West Florida to Alabama. In his annual report to the government, the secretary of state says Alabama runs a mile further south on the eastern boundary than the tract books have heretofore shown and that the state is possessed of a wedge of land which his office records failed to show it owned, running 100 miles along the southern end of the state.

"The actor," said Joe Jefferson in a speech to a Chicago audience the other night, "wonders why he does not succeed as an orator, and the orator wonders why he is not a success on the stage. It is because, while in certain things they are alike, in cardinal points they are entirely different. The orator never has to listen. No one ever talks back to him. The orator impresses. The actor is impressed."

LOCAL BREVITIES.

...s and plants sale at Morgan's

...Mariposa, from the Colonies, is ...ssir.

...Gaelic will arrive from San ...isco tomorrow.

...der's in Sans Souci at the ...Grill for lunch today.

...Hesianis will give their dance ...ening at the boat house.

...-pleated dresses are all the go. ...ders at 31? Hotel street.

...Kingsbury pianos will be sold ...rgan's auction rooms today.

...s & Co., Ltd., call your atten... to their new ad on this page.

...sale of household goods, fur... and ranges, at Morgan's auction ...today.

...of the election on Kauai will ...ably arrive today by the steamer ...Mokee.

...King street, near the Waikiki ...Police Court Officer George Son ...a gold ring.

...Alfred Foster and sister, Miss ...Nunnain, leave for England to... by the Mariposa.

...short, braided black cape has been ...on the Waikiki road. Finder will ...return to this office.

...Free Kindergarten Association ...meet this morning in the Young ...Christian Association hall.

...water manufactured from fil... water at Benson, Smith & Co's ...Fort and Hotel streets.

...furnished rooms in private house, ...able for light housekeeping, can be ...by consulting our want column.

...Lillian Russell cigar has come to ...Honolulu Tobacco Co., Ltd., are ...agents for the Hawaiian Territory.

...Hung Company, the grocers on ...and Alakea streets, have a fine ...shipment of Oregon apples on hand.

...transports Sherman and Sheri... both having left San Francisco ...November 1st, are due here now at ...time.

...hours of the office accommodations ...the new Campbell block can be ...at the office of the trustees, J. O. ...and Cecil Brown.

...C. B. Reynolds, wife of C. B. ...Reynolds, court reporter for the Unit... States District Court, arrived by ...Australia with Miss Reynolds.

...Miss Kilbean will sacrifice ...some straw hats that she has for ...in order to make room for the ...new novelties which will be dis... at once.

...lot on Smith street, between ...Hotel and Pauahi streets, is offer... for sale by George Houghtailing ...a low and he will give you the ...and terms.

...society event in New London, ...Conn., on the 20th instant, will ...be the marriage of Miss Alfreda Mitch... to William Bingham Jr.

...young man thirty years of age, of ...good education, who has had ten ...years experience in business, and who ...is afraid to work, would like a ...position. See address on last page.

...young man just from the Coast ...has good references, desires a posi... with a wholesale house. Has had ...some experience in business, and is ...willing to work his way up. See ad.

...Prospective guests of the Hea... Club dance are requested to ...leave names with Gus Prescott, ...at Cs's before 12 o'clock noon ...today if they desire to join the bus ...party.

...It is very often that you can buy ...fine serges and tweeds at twenty-...five cents a yard. The Bargain Store ...on Nuuanu and Fort street are hav... a special sale this week of these ...excellent goods.

...The extension of Millilani street from ...Punchbowl street to Halekauwila street is ...now under way. The cottages which stood ...on the property to be occupied by the ...new road are being moved off and the ...fences and lines adjusted.

...Rev. G. E. Cory and Mr. Wal... will address the Christian Endeavorers at the Methodist Church on ...Sunday evening next, at 7:30 o'clock. ...The young people will also plan their ...work for the winter.

...A gentle family horse, a good cow, ...a number of choice fowls; also a two-...seated top carriage with harness and ...a buggy, are offered for sale at a ...bargain. If you need any of the above ...you should consult our classified ads.

...Tomorrow night is ladies' night at ...the Young Men's Christian Association. ...There will be an indoor baseball game ...in the gymnasium, and refreshments ...will be served. This social will also ...be the occasion of the presenting of ...prizes.

...More benches should be provided for ...the Capitol grounds if the Sunday af...noon concerts are to be made popu...lar there. Last Sunday afternoon the ...accommodations were not sufficient to seat the ladies present, let ...alone the men.

...The Young Men's Research Club ...will hold a meeting this evening at the ...residence of C. M. Cooke on Beretania ...street, at 7:30 o'clock. Dr. Whitney ...and W. R. Castle Jr., will speak, the ...subject being "The Passion Play at ...Oberammergau."

...R. Kellogg, manager of the Hawaii... Fruit and Plant Company, is rejoic... over the arrival of his brother, H. ...Kellogg and family. He will de... on the water resources of the Waia... Plantation and Hawaiian Fruit and ...Packing Company.

...Major James A. Woolhouse, former ...immigration commissioner to the Hawaiian ...Islands, has announced the engage... of his daughter Leilha Wode... to Mr. Raby of Valparaiso, ...Chile. The marriage takes place early ...in the new year.

...The wedding of Rev. Joseph F. Du... of the Portuguese Mission of Ko... Hawaii, and Miss Mary Madeira ...of this city will take place on the 20th ...of this month at 7:30 o'clock at the ...Portuguese Church, corner Miller and ...Beretania streets.

...Yesterday morning a carriage driven ...by a white woman ran over a little ...Portuguese boy aged four years at ...King and Fort streets. By some ...means the child, when struck by the ...horse, rolled over. That saved him, ...but he escaped with only a few ...bruises.

...Many of the Democrats are out of ...pocket in the recent campaign. It is ...said that Prince David spent some... ...like $5,000 to further his candi... ...Chairman C. J. McCarthy is said ...to be out of pocket about $1,000. Other ...democratic leaders gave up wampum ...in smaller amounts.

...The police calendar yesterday morn... ...for a light one. Many of the cases ...of assault and battery were continued ...over today and Saturday. The case ...of Lee Hashen, charged with malicious ...injury, was set over until November 10. ...The case of Lee Hong for assault and ...battery on Ilung Hu, was continued ...until today. Charles Silva, charged ...with malicious injury, was discharged. ...Ah Chi, cruelty to animals, was fined ...$5. Waihee, same offense, was reprimanded and discharged. Kaelepulu, ...whose offense was disobedience to his ...parents, received a lecture from Judge ...Wilcox, and was told to go home and ...do what his parents asked of him.

MOONLIGHT ON TANTALUS.

When the moonflowers bloom on Tantalus,
Spreading their white disks wide;
Then the fairies of perfume come dancing
Over the mountain side.

Swift from each deep-throated blossom,
Laden with incense rare,
Over the moonbeams they scamper,
Over the valleys fair.

You hear the sharp voices of crickets,
Awake in the long, swaying grass,
And the fairies come shaking out fragrance
As over the ridges they pass.

The moon rides above the blue mountains,
There are clouds like a curtain below;
In valleys where shadows are deepest,
Like fallen stars moonflowers glow.

Sheltered from tempests' rude touch,
Where the south winds oft pause to play—
A ghost in the hill's quiet shadow,
There's a kukui tree old and grey.

And the sweets that the fairies are strewing
Afar on the breath of the night,
Float up to us as we wander
Abroad in the golden light.

Comes an echo of deep-toned music!
'Tis the sea on the shore far away—
It lies a pale dream-ocean,
Fretting its reefs with spray.

The thousand eyes of the City,
That lies below to the west,
Stare up to the peaceful old mountain,
And twipkle in fiot unrest.

MAY HALEY ROTHWELL.
Honolulu, 1900.

Dinner at Hawaiian.

Mr. and Mrs. A. T. Gunn gave a dinner party last evening at the Hawaiian Hotel to the following guests: Judge and Mrs. M. M. Estee, Mr. and Mrs. Alatau Atkinson, Mr. and Mrs. A. M. Brown, Miss Atkinson, Mrs. Rathbone of San Francisco, Miss Gunn, Mr. A. L. C. Atkinson, Mr. Grimwood and Mr. Holt. The hotel ordinary was used for the occasion and was prettily decorated in pink and white flowers, mostly carnations. In the center of the table was a vase of lilies surrounded by a dense mass of carnations, ferns and maile. Unique floral designs of leis presented a pleasing appearance.

THE PACIFIC
Commercial Advertiser
Entered at the Postoffice at Honolulu, H. T., Second-class Matter.
Issued Every Morning, Except Sunday, by the
HAWAIIAN GAZETTE COMPANY
Von Holt Block, King Street.
A. W. PEARSON,
Business Manager.

Oahu Railway & Land Co.

TIME TABLE.

From and after Jan. 1, 1900.

OUTWARD.

Stations.	Daily ex. Sun.	Daily	Daily	Daily ex. Sun.	Daily	Daily
	a.m.	a.m.	a.m.	p.m.	p.m.	
Honolulu..	7:10	9:15	11:05	3:15	5:10	
Pearl City	8:03	9:48	11:40	3:47	5:59	
Ewa Mill..	8:32	10:08	12:09	4:06	6:10	
Waianae	.....	10:50	.....	4:45	....	
Waialua	.....	11:55	.....	5:40	....	
Kahuku	.....	12:32	.....	6:16	....	

INWARD.

Stations.	Daily ex. Sun.	Daily	Daily ex. Sun.	Daily	Daily
	a.m.	a.m.	a.m.	p.m.	p.m.
Kahuku	....	5:35	....	2:08	
Waialua	....	6:10	....	2:50	
Waianae	....	7:10	....	3:55	
Ewa Mill	5:50	7:45	1:05	4:32	
Pearl City	6:15	8:03	1:30	4:52	
Honolulu	6:50	8:35	2:05	5:26	

J. P. DENISON, Superintendent.
F. C. SMITH, G. P. & T. A.

TIDES, SUN AND MOON.

Days	Nov.	Large. High Tide	Ht. of Tide	Small. High Tide	Ht. of Tide	Sun Rises	Sun Sets	Moon Rises	Moon Sets	Moon Passes Meridian	Moon's Age	Moon's Phase
		a. m.	Ft.	p. m.	p. m.	a. m.						Sets.
Mon.	5	2 38	1 8	2 25	8.12	9. 5 6	05	5.22			4	47 R sc
Tues.	7	3 20	2.0	3 08	8 48	0 1	6 06	5 22			5	23
Wed.	6	4 05	2.1	3 10	9 24	11 05	6.06	5 21			6	20
						p.m.						
Thur.	8	4 50	2 1	4.35	0 00	12 0	6.07	5.21			7	18
Fri.	9	5 31	2 0	5 24	10 39	2 56	6 07	5 20			8	19
Sat.	10	6 17	1 9	6 27	11 23	1 5	6 08	5 20			9	16
Sun.	11	7.03	1.8	7.4	a.m.	2	6 08	5 21			10	14
Mon.	12	7.52	1 6	9 25	0.17	3 41	6 09	5 19			11	09

Full moon on November 6 at 12:30 p. m.
Tides from the United States Coast and Geodetic Survey tables:
The tides at Kahului and Hilo occur bout one hour earlier than at Honolulu.
Hawaiian standard time is 10 hours 30 minutes slower than Greenwich time, being that of the meridian of 157 degrees 30 minutes. The time whistle blows at 1:30 p. m., which is the same as Greenwich, 0 hours 0 minutes. Sun and moon are for local time for the whole group.

SHIPPING INTELLIGENCE.

DIAMOND HEAD SIGNAL STATION, Nov. 8, 10 p. m.—Weather, clear; wind, light, N.

SAILED FROM HONOLULU.

Thursday, November 8.

Stmr. Mikahala, Pederson, for Eleele and Hanapepe.

Stmr. Lehua, Bennett, for Molokai ports and Lahaina.

Stmr. Hawaii, Nicholson, for Paauhau, Ookala, Kukaiau, Laupahoehoe and Papaion.

MOVEMENTS OF STEAMERS.

ARRIVE.

Steamers.	From.	Due.
Mariposa—Colonies		Nov. 9
Gaelic—S. F.		Nov. 10
Doric—Yokohama		Nov. 13
Zealandia—S. F.		Nov. 17
Hongkong Maru—S. F.		Nov. 20
Nippon Maru—Yokohama		Nov. 20
Warrimoo—Colonies		Nov. 21
Aorangi—Victoria		Nov. 24
China—S. F.		Nov. 27
Sierra—S. F.		Nov. 27
Rio de Janeiro—Yokohama		Nov. 30

DEPART.

Mariposa—S F.	Nov. 9
Gaelic—Yokohama	Nov. 10
Doric—S. F.	Nov. 13
Hongkong Maru—Yokohama	Nov. 20
Nippon Maru—S. F.	Nov. 20
Zealandia—S. F.	Nov. 21
Warrimoo—Victoria	Nov. 21
Aorangi—Colonies	Nov. 24
China—Yokohama	Nov. 27
Sierra—Colonies	Nov. 27
Rio de Janeiro—S. F.	Nov. 30

VESSELS EXPECTED.

Vessel.	From.
Foohng Suey, Am. bk.	New York
Nuuanu, Am. bk.	New York
Henry Failing, Am. sp.	New York
Henry Villard, Am. sh.	Savannah
Ventura, Br. bk.	Antwerp
J. C. Glade, Ger. bk.	Bremen
Marie Hackfeld, Ger. sh.	Bremen
Energia, Br. stmr.	Hongkong
A. J. Fuller, Am. sp.	Nagasaki
Lottie Bennett, Am. sch.	Hakodate
Novelty, Am. schr.	Nitrate Ports
J. D. Tallant, Am. schr.	Nitrate Ports
W. H. Macy, Am. sh.	Sydney
Hayden Brown, Am. bk.	Newcastle
Lyman D. Foster, Am. sch.	Newcastle
John C. Potter, Am. sp.	Newcastle
Robert Searles, Am. sch.	Newcastle
Wachusett, Am. sp.	Newcastle
Perseverance, Br. sp.	Newcastle
Prince Albert, Nor. sp.	Newcastle
Prince Victor, Nor. sp.	Newcastle
Ancenis, Br. sp.	Newcastle
Fantasi, Nor. bk.	Newcastle
Invincible, Am. sp.	Newcastle
Wrestler, Am. bkt.	Newcastle
Drumburton, Br. sp.	Newcastle
Alex. McNeil, Am. bk.	Newcastle
James Nesmith, Am. sp.	Newcastle
Balkamah, Br. sp.	Newcastle
Chehalis, Am. bk.	Newcastle
Roland, Ger. sp.	Necastwle
Irby, Br. sh.	Newcastle
Mary A. Troop, Br. bk.	Newcastle
Snow and Burgess, Am. bk.	Newcastle
Benmore, Nor. bk.	Newcastle
Lady Palmerston, Nor. bk.	Newcastle
Marion Lightbody, Br. sh.	Newcastle, Eng.
Odderajaa, Nor. sh.	Newcastle
Palmyra, Am. ba.	Newcastle
J. L. Stanford, Am. bkt.	Newcastle
Seminole, Am. bk.	Newcastle
Honolulu, Am. sch.	Newcastle
Addenda, Am. bkt.	Newcastle
Echo, Am. bkt.	Necwastle
Falls of Garry, Br. sh.	Newcatsle
Churchill, Am. sch.	Newcastle
Battle Abbey, Br. bk.	Newcastle
Drummuir, Br. sh.	Newcastle
Gleaner, Am. bk.t	Newcastle
Sonoma, Am. bk.	Newcastle
Robt. Sudden, Am. bkt.	Newcastle
Alta, Chil. bk.	Newcastle
Star of Bengal, Am. bk.	Newcastle
Big Bonanza, Am. bk.	Newcastle
Omega, Am. bkt.	Newcastle
M. P. Grace, Am. sh.	Newcastle
Lyman D. Foster, Am. sch.	Newcastle
Encore, Am. bk.	Newcastle
Honolpu, Am. sch.	Newcastle
Muriel, Am. sch.	Necwastle
City Adelaide, Br. bk.	Newcastle
Hesper, Am. bk.	Newcastle
Highlands, Br. bk.	Newcastle
Himalaya, Am. bk.	Necawstle
Mary A. Troop, Br. bk.	Newcastle
Jas. Drummond, Am. sh.	Newcastle

There is still some uncertainty regarding the building of the proposed line from Los Angeles to Salt Lake City. Work will be conditional upon negotiations pending between ex-Senator Clark and the authorities of Salt Lake.

WAR ON THE WATERFRONT

Crimps and Sailors' Union Battle.

STAR OF RUSSIA TROUBLE

Efforts of Captain to get a Crew Make a Lively Scene.

There have been hot times on the waterfront for the past few days.

The crimps and the Sailors' Union men are at war with each other, and violence is likely unless the matter takes an unlooked for turn, or the law steps in and prevents the carrying out of threats.

The big ship Star of Russia has been needing a crew for the last ten days. Three times have crews been put aboard of her, and three times have those crews deserted the ship. Turk and Lewis, Charles McCarthy and Captain Bray of the Sailors' Home have all tried to supply the Star of Russia with men; they have all failed up to the present time to accomplish the work.

First, Turk and Lewis put a crew aboard, but they did not stick; they were non-union men, and it is said that the union men persuaded the non-union men to leave the ship. Then Captain Bray of the Sailors' Home tried his hand at supplying the vessel with hands, but he failed even as Turk and Lewis had failed. Charles McCarthy thought he could do it all right, and went ahead and secured a crew of non-union men who stayed aboard about twenty-four hours, and then followed in the footseps of their predecessors.

Meanwhile the Star of Russia was becoming the talk of the waterfront, and union men and non-union men were watching developments with great interest. And they are still watching very closely, for this morning at sunrise the Star of Russia will move out into the stream and big Charles McCarthy will attempt to put aboard a crew of non-union men.

McCarthy says he will do it, and the union men swear that he will not. McCarthy will call upon the police to protect him, if necessary, and it is very likely he will succeed in shipping his crew if representatives of the law are on hand.

Last night the waterfront was patrolled by union men who were on the lookout for any attempt on the part of the crimps to put a crew aboard the Star of Russia.

Some union men who were sent to the vessel demanded, first of all, $40 per month, and when that was agreed to, demanded $45 for the trip, agreeing only to work ship, and objecting to doing any "cleaning up."

Captain Mortensen can secure non-union men who will work ship and "clean up," too, for $35 per month, and he is not looking for expensive labor when he can get what he wants at more reasonable rates.

There are at present in Honolulu a great number of men who are "on the beach," and are anxiously awaiting a chance to ship. They do not belong to the union, however, and the union men want to have first whack at any ship in need of a crew. The crimps furnish ships with a large number of non-union men for the simple reason that the non-union men are not "sticking out" for a high rate of wages. The consequence is that the crimps and the union men are continually at war with each other. In this particular case the union men declare that they will not permit a non-union crew to go out on the Star of Russia. Of course, to a great extent, their threats amount only to so much wind, for if McCarthy manages to round up a crew for the vessel there is no way by which the union men can prevent their shipping unless they want to create a disturbance.

According to the stories told by many of the non-union sailors along the waterfront, they are made various promises now and then by the union men to keep them from shipping on vessels which union men are desirous of placing their own men. Capt. Mortensen does not anticipate any trouble that will amount to anything in finally getting a crew aboard. The crew which McCarthy expects to put aboard the Star of Russia this morning signed articles yesterday morning, and if they refuse to ship now, they may be refused the privilege of shipping on any vessel for the next six months to come.

The Star of Russia will move out into the stream before the sailors are put aboard. In this way it will not be as easy for them to desert. Captain Mortensen does not care a straw whether the men he gets are union men, or non-union men, as long as they are able to work ship, and are not asking unsusually high rates. The union men, however, say that there is likely to be trouble if non-union men not asking unusually high rates. The ship is at present at Emmes wharf.

The "Heavenly Twins," Lewis and Turk, are booked to leave today for their vacation on the Mainland. Some of their friends say that they are not going after all, while others are all prepared with leis with which to decorate them at their departure.

SHIPPING NOTES.

The gasoline schooner Eclipse sails today for Lahaina, Kihei, Makena and Kona.

Bark Albert pulled up to Brewer's wharf yesterday to discharge her cargo. She has twelve boilers for Lahaina plantation on her deck; five pieces of machinery for Oahu plantation, weighing over fifty tons; one piece of machinery weighing eighteen tons; two pieces fourteen tons each, and two pieces weighing ten tons each; this is pumping machinery. There are also, aboard the Albert, ninety carwheels and axles for the Oahu Railway, and several tons of machinery for the new mill at the Honolulu plantation; also, 130 tons of fertilizer for the Hawaiian Fertilizer Company, and many kegs of beer.

A POLITICAL FORECAST.

"All the banners on Market street are for McKinley and Roosevelt," remarked a wily politician to his friend the other day. "But banners don't vote," replied the other. "No," agreed the politician, "but they show which way the wind blows."—Exchange.

HONOLULU STOCK EXCHANGE.

Honolulu, November 8, 1900.

NAME OF STOCK.	Capital	Val	Bid	Asked
MERCANTILE				
C. Brewer & Co.	1,000,000	100	....	....
SUGAR.				
Ewa	5,000,000	20	27¼	28
Hamoa	175,000	100	....	....
Haw. Agricultural Co	1,000,000	100	....	....
Haw. Com. & Sug. Co.	2,312,750	100	....	....
Hawaiian Sugar Co.	2,000,000	20	38	39
Honomu	750,000	100	....	170
Honokaa	2,000,000	20	....	....
Haiku	500,000	100	....	240
Kahuku	500,000	20	22½	....
Kamalo Sug. Co. Lt. a	225,000	20	....	....
" Paid up	250,000	20	....	....
Kihei Plan. Co. Lt. a	1,050,000	50	8	9
" Paid up	1,500,000	50	....	....
Kipahulu	160,000	100	....	....
Koloa	300,000	100	....	....
Kona Sugar Co.	500,000	100	....	....
Maunalei S. Co., Ass	405,000	100	....	....
" Paid up	100,000	100	....	....
McBryde S. Co. Lt. A	832,500	20	5	5⅛
" Paid up	1,650,000	20	....	1⅝
Nahiku Sugar Co. A	.....	20	....	....
" Paid up	.....	20	....	....
Oahu Sugar Co.	3,600,000	100	148	150
Onomea	1,000,000	20	....	....
Ookala	500,000	20	....	....
Olaa Sugar Co. Lt. As	812,500	20	2¾	3
Paid up	2,500,000	20	13¾	14
Olowain	150,000	100	....	....
Paauhau Sug. Plan. Co	5,000,000	50	....	....
Pacific	500,000	100	....	275
Pala	750,000	100	210	65
Pepeekeo	750,000	100	....	20
Pioneer	2,000,000	100	149	....
Waialua Agr. Co.	4,500,000	100	1 3	1.6½
Waianae	300,000	100	....	....
Wailuku	700,000	100	....	....
Waimanalo	252,000	100	140	....
Waimea	125,000	100	....	100
STEAMSHIP COS.				
Wilder S. S. Co.	500,000	100	....	105
Inter-Island S. S. Co.	500,000	100	....	....
MISCELLANEOUS				
Hawaiian Elect. Co.	250,000	100	....	170
Haw. Electric Assess	12,500	100	....	....
Hon. Rp. Tr. & Ld. Co	250,000	100	....	95
Hon. Steam Laundry	25,000	100	....	....
Mutual Telephone Co	139,000	10	10	....
Makaha Cof Co Pd up	40,000	100	....	....
O. R. & L. Co.	2,000,000	100	160	....
People's Ice & Ref. Co	150,000	100	....	....
BONDS.				
Haw. Govt. 6 per cent.	.....	.....	100	....
Haw. Govt. 5 per cent.	.....	.....	96	....
Haw. Govt. Postal Savings 4½ per cent.	.....	.....	.....	....
Hilo R. R. Co. 6 per ct	.....	.....	.....	101
Ewa Plantation 6 p c.	.....	.....	.....	102
O. R. & L. Co.	.....	.....	10	102
Oahu Plant, 6 p. c	.....	.....	.....	101
Olaa Plant. 6 p. c	.....	.....	.....	....

Session Sales—Morning Session—Thirty-five Ookala, $15.

Between Boards—Thirty-five Oahu, $150; 100 Pioneer, $150.

Classified Advertisements.

WANTED.

A YOUNG man thirty years of age, of good education, ten years experience in business and not afraid to work, desires a position. Address "C. W.," this office. 5698

A YOUNG MAN, just from the Coast, desires a position in wholesale house. Has had experience. Address "J. W. R.," this office. 5698

A LARGE house or house with cottages on grounds. Must be centrally located, or on line of street cars. Address "A. S.," this office. 5697

A COTTAGE of three or four rooms is wanted. Address "E. N. B.," postoffice box 186. 5695

FOR SALE.

A GENTLE family horse, a good cow, two dozen choice fowls, one two-seated top carriage and harness, one top buggy and light harness. Will sell cheap. Apply at Reform School, or Box 598. 5698

A GENTLE bay mare, formerly the property of W. M. Giffard. For price and particulars, call at this office. 5677

FOR RENT

FURNISHED rooms in private house. Light housekeeping. Address "Z.," this office. 5698

NICELY furnished mosquito-proof room at 112 Keeaumoku street, between King and Beretania. 5695

FOR SALE OR FOR RENT.

NEW two-story house on Young street at Pawaa, containing five bedrooms, two parlors, dining room, bath, kitchen and pantry. Particulars of Holmes & Stanley, attorneys at law, Kaahumanu street. 5696

LOST.

ON WAIKIKI road; a short black cape, braided. Finder please return to this office. 5698

A BAY gelding; white spot on shoulder, brand M, height about sixteen hands. Finder call at police station and receive reward. 5694

MORTGAGEE'S NOTICE OF INTENTION OF FORECLOSURE AND OF SALE.

NOTICE IS HEREBY GIVEN THAT pursuant to the power of sale contained in that certain mortgage dated May 15, 1896, made by MARY A. AKI of Honolulu, Island of Oahu, mortgagor, to S. C. ALLEN doing business under the firm name of Allen & Robinson of said Honolulu, mortgagee, and recorded in the Registry of Conveyances in Honolulu in Liber 160, on pages 380 to 383, the said mortgagee intends to foreclose the said mortgage for condition broken, to wit, the non-payment of principal and interest when due.

Notice is likewise given that the property conveyed by said mortgage will be sold at public auction at the auction rooms of James F. Morgan, Queen street, Honolulu, on Saturday, November 24, 1900,

AT 12 O'CLOCK NOON.

The property covered by said mortgage consists of: All of those premises situate at Kalihi, Kona, Island of Oahu (being a portion of the premises described in Royal Patent No. 3546, Land Commission Award No. 10498 to Nahinu), bounded and described as follows: Beginning at a point on the west side of Kamehameha IV Road, 450 feet north from the junction of King street and Kamehameha IV Road (north side), and thence running:

North 34° 30' east, 126 feet along said Kamehameha IV Road, thence

North 50° 30' west, 200 feet along accommodation road, thence

South 36° 05' west, 134 feet, thence

South 52° 20' east, 202 feet to Kamehameha IV Road, the place of beginning, containing .56 (fifty-six hundredths) of an acre more or less.

Together with all improvements thereon and the privileges and appurtenances thereunto belonging.

S. C. ALLEN,
Doing business under the firm name of Allen & Robinson, mortgagee.

Terms: Cash, United States gold coin. Deeds at expense of purchaser. For further particulars, apply to Holmes & Stanley, attorneys for the mortgagee.

Dated, Honolulu, October 25, 1900.
5686

The DAILY ADVERTISER is delivered to any part of the city for 75 cents a month.