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Supreme Court of the Hawaiian Islands—In Banco. In Equity. July Term 1885.

M. S. GRINBAUM AND M. LOUISSON COMPRISING THE FIRM OF M. S. GRINBAUM & CO. vs. THE HEEIA SUGAR PLANTATION CO., C. M. COOKE, H. MACFARLANE & CO. AND ALEXANDER KENNEDY.

IN RE THE CLAIM OF J. FOWLER & CO.

Before Judd C. J., McCully and Preston J. J. Opinion of the Court by Preston J.

The bill in this case was filed on July 3rd, 1884, and sets forth:

That on the 16th of August, 1883, the Heeia Sugar Plantation Co., a corporation established under the laws of the State of California and doing business at Koolau, Island of Oahu, one of the defendants executed and delivered to the plaintiffs a mortgage deed of all the property belonging to and forming said Heeia Sugar Plantation, and all other property that might thereafter be added to and constitute and form said plantation, to secure the repayment of $60,000 in three years from the date thereof, with interest at nine per cent per annum, payable semi-annually, being for money advanced by said plaintiffs for the purpose of continuing and carrying on said plantation, and that $60,000 and more had been advanced and were then owing to plaintiffs from said Heeia Sugar Plantation Co. under said mortgage;

That $2600 due to the plaintiffs for six months interest on said mortgage on the 16th February, 1884, had not been paid:

That said mortgage was executed and purported to be subject to three mortgages, first from J. McKeague and Alexander Kennedy to H. Hackfeld & Co., dated September 30th, 1879, and by H. Hackfeld & Co. assigned to P. Isenberg, and by him assigned to the defendant, C. M. Cooke; second, a mortgage from said McKeague and Kennedy to the defendants H. Macfarlane & Co.; third a mortgage from said McKeague to said Kennedy:

That said mortgage from McKeague to Kennedy was collusive and fraudulent and void for want of consideration, intended and calculated to defraud subsequent creditors advancing moneys for carrying on said plantation, and ought not to stand as a valid security against the mortgage of the plaintiffs:

That at the date of the execution of said mortgage by said McKeague and Kennedy to H. Macfarlane & Co., said McKeague and Kennedy were partners and plaintiffs were ignorant whether said partnership had been dissolved, and avers in substance that Kennedy is absent and that one S. M. Damon was his attorney in fact:

That said mortgage from McKeague and Kennedy to H. Macfarlane & Co. was made to secure the debt due from McKeague and Kennedy to said Macfarlane & Co., and for moneys advanced to them, and the plaintiffs submit that said mortgage was a valid security only for the moneys advanced by said H. Macfarlane & Co. to said McKeague and Kennedy.

The bill contains further allegations respecting a lease comprised in the mortgage to H. Macfarlane & Co. not necessary to be repeated here, and prayed for an account to be taken of amount due to plaintiffs and decree for payment: That on default equity of redemption be foreclosed; That all said outstanding mortgages be marshalled and an account taken of what was done upon each: That the mortgage from McKeague to Kennedy be declared fraudulent and void against plaintiffs: That said mortgage to H. Macfarlane & Co. was a valid security only to the extent of the moneys advanced by said H. Macfarlane & Co. to said McKeague and Kennedy: And for general relief.

The bill was amended by making G. W. Macfarlane & Co. defendants, to whom the mortgage to H. Macfarlane & Co. had been transferred, and also J. McKeague.

A receiver had been appointed in other proceedings.

The defendants, G. W. Macfarlane & Co., Kennedy and Cooke answered, and the bill was taken *pro confesso* as against the Heeia Sugar Plantation Co.

The case came on for hearing before the Chancellor on 12th and 13th December, 1884, who on the 25th March, 1885, made his decree whereby he directed that the mortgage to the plaintiffs, and the several mortgages to H. Hackfeld & Co., and H. Macfarlane & Co., be foreclosed, and all the property described in the three several mortgages be sold at public auction, free from incumbrances, and the proceeds applied first in repayment of the amount found to be due upon an accounting before the master, upon the mortgage to H. Hackfeld & Co.; second, to the repayment of the amount found to be due on a like accounting, upon the mortgage to H. Macfarlane & Co.; third, to the repayment of the amount found to be due upon the mortgage to the plaintiffs; fourth, the balance if any, to be paid into Court to await the Court's disposition of same: That said mortgage to H. Macfarlane & Co. be a security up to $40,000 and interest, and that the mortgage to Kennedy and notes given therewith were void and of no effect.

The plaintiffs and defendant Kennedy appealed, and the decree was sustained by the Court sitting in banco at the last April Term.

The mortgage to plaintiffs comprised "all railways, railway locomotives, tracks, cars and trucks, now or hereafter belonging to or forming a part of said Heeia Sugar Plantation."

On the 23rd April, 1885, a petition was filed on behalf of Robert Fowler, David Greig and Barnard Fowler, of Leeds, England, co-partners in business, under the firm name of John Fowler & Co., stating:

That they were the owners of certain rails, tracks, portable railroad, cars, rolling stock and other railroad appurtenances, then situated and being upon the Heeia Plantation according to a description thereof, filed therewith:

That said railroad cars and appurtenance were then in the possession of the Receiver appointed by the Court in the said suit and then and now pending:

That said railroad was originally ordered by said McKeague, when he was the manager and part owner of the said plantation: That before the arrival of said railroad, said McKeague sold said plantation to the Heeia Sugar Plantation Co.; That all of the property set forth in said schedule (except a certain amount of track not delivered) was delivered to said Heeia Sugar Plantation Co., between the month of November, 1882, and October, 1883, upon the special agreement and contract, that the title to said railroad should not pass to said plantation Co. until the same was paid for, but that the title to the same should remain in petitioners. That in pursuance of said agreement, said plantation Co., on the 20th November, 1882, paid to petitioners six thousand dollars, and failed to pay any more on account of said railroad, and petitioners in consequence of said failure, refused to deliver a certain portion of said railroad, to wit, about one half a mile of portable track, and then held possession of the same: That said plaintiffs, (Grinbaum & Co.) well knew the above facts at the time of taking their mortgage and promised to pay for said railroad if the same were allowed to remain on said premises:

That neither said Grinbaum & Co., nor said Heeia Sugar Plantation Co. have paid for said railroad, and the receiver appointed by the Court had refused to allow petitioners to remove the same. And petitioners prayed for an order allowing them to enter upon said Heeia Plantation and to remove so much of the railroad, etc., as had not been paid for.

Mr. Oscar Unna, the receiver, filed an answer and opposed the granting the prayer of the petition:

1st. Because the railway and other property claimed, were fixtures affixed to the soil and thereby vested in and formed part of the security of said several mortgages.

2nd. Because said several mortgagees other than said Grinbaum & Co., are not shown in the petition to have known or acquiesced in any of the alleged agreements mentioned, and therefore are not affected or bound thereby, and:

3rd. Because if said Grinbaum & Co. had no claim to said railroad property under the averments in said motion they had the right to insist that said other mortgagees should exhaust their security against the same.

The petition came on for hearing before the Chancellor on the 20th and 21st May, 1885, who after hearing the evidence found that on the facts and the law, the petitioners were entitled to the relief prayed, and a decree was signed, whereby

"It is ordered, adjudged and decreed, that said John Fowler & Co., may at any time enter said Heeia Plantation and may remove all of the railroad track, cars, material and appurtenances there situated, according to the schedule annexed to said motion, except six thousand twenty-one thousand two hundred and fifty-sevenths thereof, (6000-21,257.90) to be designated by appraisers thereby appointed."

From this decree the receiver and Grinbaum & Co. appeal, which appeal came on and was argued at the present term.

F. M. Hatch for petitioners.

The sale was a conditional sale, no property passed.

"When by agreement of parties the property does not vest in purchaser until the purchase money is paid, the vendor may, if money is not paid, recover the property from the vendee or from one who holds it under a mortgage or sale from him." *Benner vs. Puffer*, 114 Mass. 376, *Coggill vs. Hartford and N. H. R. R.*, 3 Gray 545, *Zuchtmann vs. Roberts*, 109 Mass. 53, and cited many other cases and authorities to the same effect, and contended that the evidence fully supported the decree.

A. S. Hartwell for the Receiver and Grinbaum & Co.

The burden of proof of the alleged contract is on petitioners. We question the contract. The transaction as alleged is a mortgage, not a sale. (*Fosdick vs. Car Co.*, 99 U. S. 256.) Such a contract is contrary to good policy. We do not ask that *Raymond & Wilshire vs. Dole & Wilcox*, 4 Hawn. p. 232 be reconsidered but should be confined to exact cases. We do not deny authority of cases so far as they go. This was not a bailment because there was part payment—condition if any was waived—waiver is an act done or allowed not to be done to the prejudice of another. There is no sufficient evidence to support claim. As to property in railroad etc., being in vendee and mortgagee. *Newhall vs. Kingsbury*, 131 Mass. 445.

In this case we have to consider first, what is the law governing the case? second, whether the evidence before the Court is sufficient to satisfy us that the sale was a conditional one as alleged.

As to the law, this Court has in the case of *Raymond* and *Wilshire* vs. *Dole assignee* adopted the principle contended for by the petitioners, and without saying that we should go as far as some of the cases cited for the petitioners we should feel bound if the evidence were direct and unequivocal to support the alleged contract, but such evidence should be positive and certain in its details as to the terms and stipulations of such contract.

The learned Chancellor had the advantage of hearing the evidence and of seeing the witnesses, we have only the written testimony before us, which has perhaps lost some of its effect in transcribing, and feel bound to give full effect to and support the finding of the learned judge, if we can satisfy our minds that the evidence is such as to leave even a favorable doubt upon the effect of such testimony.

Neisser says he was business manager from October 1882. The cars and railroad tracks were ordered by McKeague, through Macfarlane & Co. McKeague told me so—No railroads on the place when I went there—Delay in delivering tracks—The railroad was to be delivered in time for the crop of 1882-3 and the railroad was to be considered as the property of Fowler & Co. until paid. The railroad was not put into general plantation account. The understanding was that railroad was to be paid for after it was finished and delivered. There was no written agreement about it and no definite time set for payment. No term of credit agreed upon that I know of. On cross examination the witness said: "I was in San Francisco at the time the locomotive was taken to the plantation. It must have come over in October or November. I dont know that McKeague made the bargain for railroad. I did not order it nor did the Heeia Co. During the delivery of the railroad material at Heeia, Macfarlane was there and said to me. 'You know, Mr. Neisser, that the railroad shall remain as the property of Fowler & Co. till paid.' I told him I was aware of that arrangement between McKeague and him. I did not inform Grinbaum & Co of this nor that it was not paid for. The arrangement for the continued ownership of the railroad by Fowler was made by McKeague in the first place and afterwards by me. McKeague did not tell me of the arrangement. I can't remember exactly who told me. Can't remember when the talk was with Macfarlane. Delivery of railroad iron commenced in October or November 1882 and is not completed yet. (September 1884.)—I think it was after we bought that I heard of the arrangement." (The purchase was 30th June 1882.)

Henry R. Macfarlane says: "Our firm are agents for J. Fowler & Co—were so in 1882-3 when order for railroad was given. R. H. Fowler of J. Fowler & Co was here in Honolulu. McKeague wanted a railroad, he talked with Fowler about it, before place was incorporated, before transactions with Neisser. It was about a year before the road was delivered some time before that—from six months to a year—(delivery commenced October 1882.) McKeague wanted railroad—was not quite certain whether it would work among hills. Fowler said their tramway would work there, would guarantee it to work if their engineer constructed road. He was anxious to have a road there because planters from other islands could go there easily and see how it worked. Understanding was that he would guarantee the road—payments were to be made easy—the understanding was that the road was to be Fowler's until it was paid for. They had a lot of railroad stock here. As soon as crop was off the road was to be laid—cars and locomotive to be sent out afterwards. It was mostly a permanent track. They got portable tracks afterwards—its all in the bill. We were agents for McKeague plantation at the time. First delivery was about latter part of 1882. This is a correct account of what was sent over. Neisser was in charge of plantation—told him I would like something on account. I suppose he understood the road was to be Fowler's until paid for. I asked him and he said he understood it so. He gave me $6000 on account. I suppose if it hadn't worked it would have been Fowler's loss. There would have been trouble in settlement. The railroad has not all been delivered—the agency was changed. We thought we ought to have more payment, so we held on to locomotives, rails and cars. The locomotive has since been delivered to Grinbaum & Co and paid for by them. We didn't deliver it because we hadn't got the payments as promised. On cross-examination he says: The conversation with Neisser about road being Fowler's until paid for was here in town, before we began to deliver. He promised he would pay along as crop came in. Neisser promised this. McKeague made no agreement as to time and manner of payment. Agency was transferred 22 August 1883. All my agreements about railroad were made with Neisser. He reiterated McKeague's order—it was along in 1882 shortly after the affair was turned over to the corporation—we talked it over before he went to California. The arrangement with Neisser was that road should be Fowler's till paid for, and Neisser should do the best he could with the crop. Most of the railroad business was verbal between Fowler and McKeague, Neisser and myself. I did not appropriate part of the $17,000 to pay for railroad because they (i. e. Frank and Neisser) wanted us to be easy about it—it would be settled after the crop came off. As the railroad was ours, and as Grinbaum & Co. were making advances, that was the best they could do. I went to Heeia with Fowler and McKeague—Fowler said he would guarantee road if his engineer built it.

Captain John Ross says: Have been manager of Heeia Plantation from November 1882 till February 1st 1884. Neisser employed me—objected to Neisser as to direction of line—he answered I must get along as best I could as road was laid out by Fowler & Co's engineer and was to be in their hands until tested and paid for. Was present at conversation between Neisser and Henry Macfarlane. I heard if the road was not a success it was to revert to Fowler & Co—remember once distinctly—may have been more."

G. W. Macfarlane—"can't recollect exact date of my first conversation about the railroad—it was before I went to England—in 1882 I think. There was more or less talk between McKeague and my brother Henry—he attended to Heeia matters. There was an arrangement between Fowler and Neisser about putting a railroad on Heeia plantation. They were to guarantee working of road. It was to be done at Fowler & Co's risk. If not satisfactory, it was to be thrown back on their hands. It was arranged between Henry Fowler and myself in England that the matter of putting road down, payments, etc., were to be left to my brother Henry and Neisser. It was agreed that road was to be put down by Fowler's engineer, expense of engineer to be paid partly by Fowler and part by plantation and after road was paid for it was to pass over to the plantation. This arrangement was arrived at because we could not undertake to guarantee the account as agents of the plantation our advances were sufficiently large, we did not care to take an extra burden and we had not means then at our command to make advances for this purpose. Fowler who was out here and his uncle in London agreed to this arrangement. At time of transfer Frank and Selig came in the office and notified us they were ready to take up balance of account he had arranged with Henry that railroad was to be an outside matter to be paid for out of crop and that they were to have a year's time on the mortgage. Selig was standing there with Frank." Cross examined. "The mortgage was for all plantation property. We could not include railway, because it belonged to Fowler & Co., we could not take mortgage for railroad because it had not passed to Heeia Plantation.

(Mortgage is dated 2nd July 1881.)

On this evidence can it be said that the alleged contract is proven.

To say the least according to the evidence of the two Macfarlanes, it was a very loose and unbusiness-like transaction. The contract involved property to the amount of nearly thirty thousand dollars and could not have been completed within a year. Yet nothing in writing passed between the parties. According to the evidence on behalf of the claimants, the railroad was to be taken back if not a success.

Neisser's evidence should be looked at with great caution. Grinbaum & Co. had commenced proceedings for foreclosure, a receiver had been appointed and Neisser was ousted from the management, and he does not fix any definite dates and cannot remember from whom he first heard that the property was to remain Fowler's until paid for.

Henry Macfarlane says that the matter was first spoken of about a year before delivery commenced, or about six or eight months before incorporation. Now the conveyance from McKeague to Neisser was on the 30th June 1882, so that it would appear that this time is about correct as delivery commenced in October 1882.

G. W. Macfarlane's testimony is important, if correct. But we think he is mistaken, because he says that the conversation with Neisser was just before he left for England in 1882; he does not fix the time, but from enquiries made and from official sources within reach, it is ascertained he left on the 26th September; Neisser left with McKeague on about the first of July. McKeague returned on the 4th September, and Neisser did not return until some time in October and after Macfarlane left. We think from the evidence he is also mistaken as to the presence of Selig with Frank at the time the draft for the balance was given and consequently as to the conversation stated to have taken place in Selig's presence.

And now we come to a part of his testimony which satisfies us that neither his nor Henry Macfarlane's testimony is reliable. He says "It was arranged between Henry Fowler and myself in England that the matter of putting down the road, payments, etc., were to be left to my brother Henry and Neisser, and after road was paid for, it was to pass over to the plantation. Fowler who was out here and his uncle in London agreed to this arrangement." Now as G. Macfarlane left at the date mentioned, delivery must have commenced before this arrangement was made in England, and it was made by the Fowlers with their own agent who was not in a position to guarantee the account.

Neisser's conduct in concealing from his agents Grinbaum & Co., the alleged contract, although they were advancing sixty thousand dollars and carrying on the plantation, does prevent us from giving much credence to his testimony.

Again G. W. Macfarlane says that the railroad was not included in their mortgage because it was Fowler's property and had not passed to the Heeia Plantation. This has been offered as tending to induce the Court to support the alleged contract, where as it has an entirely opposite effect with us, as the mortgage was given in July 1881 long before any negotiation was had respecting the railroad and consequently it could not have been included in their mortgage. It is an instance of loose and reckless statements being made without consideration.

Feeling as we do that this claim has not been proved, and that to allow it, would be contrary to public policy and injurious to the rights of third parties, we have come to the conclusion that the decree appealed from should be reversed and the petition and motion dismissed, with costs in this Court and in the Court below.

F. L. Hatch for petitioners; A. S. Hartwell for respondents.

Aliiolani Hale, 29th July 1885.

By Authority.

Marshal's Sale on Foreclosure.

By virtue of an order issuing from the Chancellor of the Kingdom, directing me to sell the property known as the HEEIA SUGAR PLANTATION, situated at Heeia, Koolau, in the Island of Oahu, free from all incumbrances; I shall offer for Sale the said Heeia Sugar Plantation upon MONDAY, the 11th day of May, A. D. 1885, at 12 o'clock noon, at the door of Aliiolani Hale, to the highest bidder for cash.

The property to be sold is situated at Heeia, Koolau, Island of Oahu, about ten miles from Honolulu, and consists of freehold and leasehold land; a well-equipped mill known as a 9-ton mill; also, 220 head of cattle, 4 milking cows, 1 Jersey bull, about 20 horses, one a valuable California horse, 8 mules, and a California stallion, 25 ox carts in good order, and yokes, chains and bows, 1 locomotive, 62 cane cars, 4 flat construction cars, movable railway track and fixed track, levelling instrument, plows, harrows, etc. A well equipped blacksmith's shop; there is also a large well constructed reservoir on the land. A fine residence for the manager, partly furnished houses for engineer, sugar boiler, etc., and houses to accommodate nearly 200 laborers.

The mill is equipped with 4 centrifugals nearly new. Good landing for shipping sugar; mill will grind about 1,200 tons of sugar for this year's crop, of which between 800 and 900 tons is for the Plantation. It is estimated that the crop for the Plantation for next year will be about the same. Most of this land is leasehold under long leases, about 1,000 acres is at ... for cane land, and about 1,800 for pasture land. Part of the land is subleased for rice culture, and for other purposes. The income from these subleases is more than sufficient to pay the rent.

Further particulars will be given later, and full information can be obtained from J. H. Soper.

Possession to be given as soon as the crop now coming off is ground.

JNO. H. SOPER, Marshal.

The above sale is postponed to SATURDAY, June 27th, by order of the Chancellor.

Dated Honolulu, March 31st, 1885.

The above Sale is further postponed, by order of Chief Justice Judd, until SATURDAY, July 25th, at the same hour and place.

J. H. SOPER, Marshal.

Dated Honolulu, June 29th, 1885.

The above Sale is further postponed, by order of Chief Justice Judd, until SATURDAY, August 1st, 1885, at the same hour and place.

J. H. SOPER, Marshal.

Honolulu, July 25th, 1885.

The above Sale is still further postponed by order of the Chief Justice to WEDNESDAY, August 26th, 1885, at the same hour and place.

J. H. SOPER, Marshal.

Honolulu, August 1st, 1885.

Hawaiian Gazette.

EST MODUS IN REBUS.

WEDNESDAY, AUGUST 12, 1885.

The death of General Grant has been long expected, truly, but none the less is his country plunged in grief for the loss of an illustrious citizen and a brave soldier. And it is not only his native land that will regret him; his fame has spread to every country of the civilized world, and wherever the English tongue is spoken, wherever the thrilling tale of America's great and righteous struggle is told, there the name of Grant is held in honor.

The fame of General Grant will rest on his military career; he was personally brave, which attribute he held in common with his officers and soldiers, but he was not only a brave soldier, he was a skilful captain and was, as the London *Daily Telegraph* says, beyond all others the best fitted to cope with the tremendous crisis which made his fame.

The financial disasters which embittered the last years of the simple soldier, have been regretted and regarded with sympathy. They have left no stain upon the General's spotless honor. They will be forgotten in the lapse of years; but the simplicity of his character, the sincerity of the man and the truly heroic qualities which he possessed will become clearer in the light of history. Among the greatest of her many great citizens, Columbia will ever reckon Ulysses Simpson Grant.

The attention of our readers is called to a proclamation issued by the Minister of Interior relative to immigrants. We have neither time nor space to discuss it fully to-day, but intend to do so next week. Meanwhile planters and employers of labor will do well to study it carefully.

What are they going to do? it is really a serious question which faces not alone the Ministry, but the whole country. Public works of the first importance have to be attended to; a large amount of funds is needed to put them in order, and the treasury is practically empty. Moreover, it cannot be very readily filled again. It is true the taxes will soon be coming in, and it is also true that the assessment may be screwed up as high as possible to put a comfortable percentage in the pocket of the son-in-law, but the Government owes all that can be collected from this year's taxes and more to boot.

The fact is the ship of state now lies on a reef; during the days of smooth sailing it was all very well for the bunglers who are now at the helm of state to fool with it, but when the winds begin to blow they find themselves helpless.

What is going to be done to repair the damage caused by the late gale? Landings have gone, bridges have disappeared; in consequence the most serious inconvenience and, in some cases, direct pecuniary loss has been inflicted upon that section of our population who are the producers, the main money getters of the place.

It is no time to sit with folded hands, to say we would like to do this or that, but ...

[illegible]

... population has been decreased by 606, excess of departures over arrivals. Seeing the small number of foreigners resident here, this loss is a very serious one, and it must be remembered that the most sturdy class in the community, the mechanic, goes largely to make it up.

Now taking a look at the Chinese we find that the increase of natives of from the Flowery Kingdom has been 1,693 for the year up to date; we have had 1,937 Japanese imported during the same time, making a total of 3,630 Asiatics brought into this little kingdom within the space of seven months. It must further be remembered that the bulk, in fact one might almost say the whole of this increase consists of healthy, young males—the number of female immigrants have been so small as to be practically zero in matters of calculation. With such an increase of males, what kind of morality are we to expect in the islands? There have been revelations made in the *Pall Mall Gazette* which have sent a thrill of horror through the civilized world. The immorality of the Chinese in our midst would afford material for a series of somewhat similar articles. The good people of this community do not know a tithe of what is going on, under their very windows one might say.

Is it any matter of surprise that immorality should exist among the mass of Chinese males here? Certainly not—a mere knowledge of human nature will show any one that it must exist. And yet the Government make little effort to bring women to the country.

The day will come when this matter, if not grappled with, will so force itself upon public attention, that it must be heard, but it will be heard in a most frightful form. This question of over populating with Chinese males, is one which affects every one in the community. This warning is most likely to be treated as the prophecies of Cassandra were, it will undoubtedly incur strong hostility in many quarters, but it must be remembered that all that Cassandra foretold came true.

NOTES.

The Sorghum factory at Alvarado California, has made 1,250 tons of refined beet sugar this season. This is said to be four times greater than the total product of sorghum sugar in the United States. The Alvarado factory has been in operation six years, and its profits are computed at $104,000 on an investment of $125,000. The growers get $4 50 a ton for beets, and the yield is said to average twenty tons to the acre. The factory pays out about $90,000 a year for beets.

The following tables and statistics give the transactions in real estate in San Francisco for the last six months; also comparisons with similar periods in 1884:

MORTGAGES.

Six months ending—	Number.	Amount.
June 30, 1884	1,395	$5,28[illegible],510
December 31, 1884	1,257	4,54[illegible],192
June 30, 1885	1,[illegible]	5,[illegible]

RELEASES.

Six months ending—	Number.	Amount.
June 30, 1884	1,0[illegible]	$5,[illegible]

[illegible]

the host as stingy, and the entertainment as slow, because, forsooth, the temptation and means to get intoxicated on the premises is out of his reach.

OBSERVER.

A Trip to the Volcano.

The New Route.

The new volcano route certainly affords great advantages to tourists and indeed to many of our island people. The trip which started July 30th, was an exceptionally excellent one however, as it not only gave considerable extra time at the volcano, but also gave two whole days at Hilo, more than sufficient to take a good general view of that tropical but exceedingly moist town.

THE KINAU.

Those who started on the trip found the *Kinau* a comfortable vessel, with clean, nice cabins, a good table, at whose head presides purser Beckley and the most reliable of skippers in Captain King. The servants are attentive, the table good. All that the *Kinau* needs is a bath room, and as an inter-island coaster she would be perfection.

OFF WE GO.

The usual crowd lined the wharf at Honolulu as the whistle blew, and amid waving of handkerchiefs, hats and veils, the excursion party started. It was a pleasant run to Lahaina, which was reached at 11:30. There was a short wait here and one of the party took the opportunity of running ashore where he had exactly three minutes on the landing stage, amid a motley crowd, who were hand shaking and kissing the newly arrived, who were shouting for luggage, and haggling with boat men, while the dull roar of the breakers made a deep bass to the many shrill trebles, a queer scene in the dim light of a half obscured moon, and swept away from sight as if it were a dream. It truly seems but a dream, that three minutes, and then out into the tossing sea again—the water black and threatening, with angry breakers on either side, showing white and glancing against a leaden sky, while heavy rollers came racing in through the narrow passage. The Lahaina boatboys, however, are probably the most skillful in the world, and watching their time, and then plying their oars, with great rapidity the passage was passed and the safety of the open roadstead was reached. Few people realize, who travel constantly in and out by these boats, how much skill and nerve is required by the boat's crew. Things always go well—but let a fault be made and away goes boat, crew, passengers and all—and the breakers of Lahaina would be by no means a pleasant bath, let alone the chances of a hungry shark or two. Maalaea and Makena were passed in the dark hours of the morning and remain a black, misty shadow in the memory. A few hours more, tossing in the ever rough Hawaii channel, and as day dawns the steamer nears that gem of scenic beauty

KAWAIHAE BAY.

"See Naples and then die," might well be applied by Hawaiians to Kawaihae Bay. It is not only the most beautiful on these islands, but it presents one of the most lovely scenes in the world. Here you get the first view of Hawaii's three massive domes; to the left rises Mauna Kea, with a peak somewhat rugged in outline, but with dome shaped sides rising to a height of 14,000 feet. To the left is Hualalai, only 8,000 feet high, but from its nearness appearing to tower as high as Mauna Kea. Its southern slopes run out into the so called Fisherman's Point. In the center, making a grand sweep between the two mountains, rises the gigantic Mauna Loa, a vast lava bubble; dim and blue in the extreme distance. At its summit is Mokuaweoweo, the crater which sent forth a stream of molten lava fifty miles long and nearly overwhelmed Hilo, while on its southern slope is the ever active crater of Kilauea, which is the objective point of the present trip. The beach below and sweeps in a graceful curve—here and there ...

[illegible]

Death of General Grant!

Mt. McGregor, July 23.—The morning had passed five minutes beyond 8 o'clock, and there was not one of the strained and waiting watchers but who could mark the nearness of the life-tide to its final ebbing. Dr. Douglas, who noted the nearness of the supreme moment, quietly approached the bedside and bent above it, and while he did so the sorrow of the gray-haired physician seemed closely allied with that of the family. Dr. Shrady also drew near. It was seven minutes past 8 o'clock and the eyes of the General were closing. His breath grew more hushed as the last functions of the heart and lungs were hastened to the closing of life. A peaceful expression seemed to be deepening in the firm and strong-lined face. A minute more passed and was closing as the General drew a deeper breath; there was an exhalation like one relieved of long and anxious tension. The members of the group were impelled each a step nearer the bed and each wanted to note the next respiration, but it did not come. It never came. There was absolute stillness in the room and a flush of expectancy, so that no sound broke the silence save the singing of the birds in the pines outside the cottage and the measured throbbing of the engine that all night had waited by the mountain depot.

"It is all over," quietly spoke Dr. Douglas, and there came then heavily to each witness a realization that General Grant was dead. Then the doctors withdrew, the nurse closed the eyelids and composed the dead General's head, after which each of the family group pressed to the bedside, one after the other, and touched their lips upon the quiet face so lately stilled. Dr. Shrady passed out upon the piazza and as he did so he met Dr. Newman hastening upstairs. "He is dead," remarked Dr. Shrady quietly. The fact of having been absent from the side of the dying man and his family at the last moment was a cause of sorrow and regret to the clergyman who had waited all night at the collapse. He had been summoned a moment too late, and reached the cottage only to minister to the family sorrowing, and gaze upon the scarcely hushed lips of the dead General to whom Dr. Newman's love had bound him in such close ties and relations.

New York, July 23.—Among the incidents of Grant's last hours is the following: As Nellie was standing by the bedside holding her father's hand and watching the quiet, impassive face on the pillow, she leaned forward, and with her mouth close to her father's ear, said: "Papa, if you know your Nellie will you squeeze her hand?" The emaciated fingers contracted slightly, and this was the last evidence of existing consciousness. The exact time of the General's death is not known, as there was considerable variation in the watches. Dr. Douglas's watch was exactly at 8, while the other watches were a few minutes faster or slower. At the very last Nellie stood at the foot of the bed with her arm encircling the waists of her sister-in-law, and her head resting upon the shoulder of Colonel Grant's wife. Her heart was broken and she seemed dazed and could not shed a tear. Dr. Shrady was watching the General closely. When he saw the pallor strike his face and saw the last slight gasp he learned slightly forward and said to Colonel Grant, "At last the end has come." Dr. Douglas gave a deep sigh and said, "It is all over," and then slowly moved away from the bed while the tears trickled down his cheeks. Mrs. Grant was dazed for a moment and would not believe her husband was no more. She clasped his cold hands to her bosom, and Nellie, burying her face in her hands, said, "Poor mamma." Mrs. Grant got up from her chair, and leaning over the calm, silent face, kissed the cold lips again and again, until Dr. Newman, who had entered the room just as the General died, took her gently by the arm and led her to the sofa. Newman's face was flushed with ...

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In Memoriam

[illegible]

The San Francisco Consulate.

[illegible]

Abetting the Enemy.

W. C. T. U.

[illegible]

Special Notices.

CARD OF THANKS.

[illegible]

H. W. SEVERENCE.

Commission Merchant, 316 California St.,

[illegible]

New Advertisements.

Public Notice.

[illegible]

CIRCULAR!

[illegible]

MULES FOR SALE!

[illegible]

Mortgagees' Notice of Foreclosure & of Sale

[illegible]

Legal Advertisements.

CIRCUIT COURT, THIRD JUDICIAL District, Hawaiian Islands.—In Probate. In the matter of the Estate of GEORGE FRACHT, of Kau, Hawaii, deceased.

On reading and filing the petition of G. W. C. Jones, Executor of the Will of George Fracht, of Kau, Hawaii, deceased, asking that his accounts may be examined and approved, and that a final order may be made of distribution of the property remaining in his hands to the persons thereto entitled, and discharging him and his sureties from all further responsibility as such Executor.

It is hereby ordered, that THURSDAY, the 3rd day of September, A. D. 1885, at 10 o'clock a. m., in the Court House in Waiohinu, Kau, be appointed as the time and place for hearing petition and any objections that may be offered thereto, and all persons interested in said estate are hereby notified to attend.

F. S. LYMAN, Circuit Judge Third Judicial District H. I.

Hilo, Hawaii, July 23d, 1885.

CIRCUIT COURT, THIRD JUDICIAL District, Hawaiian Islands.—In Probate. In the matter of the Estate of W. T. MARTIN, of Kau, Hawaii, deceased.

On reading and filing the petition of J. H. S. Martin, alleging that W. T. Martin, of Kau, Hawaii, died intestate on or about the 29th day of April, A. D. 1885, and praying that letters of Administration issue to J. Kauhane.

It is ordered, that THURSDAY, the 3rd day of September, A. D. 1885, at 10 o'clock a. m., in the Court House at Waiohinu, Kau, be set as the time and place for hearing said petition and any objections that may be offered thereto; and all persons interested in said estate are hereby notified to attend.

F. S. LYMAN, Circuit Judge, Third Judicial District, H. I.

Hilo, Hawaii, July 23rd, 1885.

SUPREME COURT OF THE HAWAIIAN Islands. In the matter of the Bankruptcy of CHEE MAN. Before Chief Justice Judd.

Chee Man, doing business in Hilo, Island of Hawaii, having this day been adjudicated bankrupt on the petition of Yick Sun Lung Co., it is hereby ordered that all creditors of said bankrupt come in and prove their claims before me, at my Chambers, in Honolulu, on FRIDAY, August 21st, 1885, at 10 o'clock a. m.

And it is further ordered that, upon said day, the creditors proceed to hold the ELECTION of an assignee or assignees of said bankrupt estate, and that notice hereof be published three times in the HAWAIIAN GAZETTE and two times in the Hawaiian Chinese News newspapers, previous to said day.

Dated Honolulu, August 4th, 1885.

A. F. JUDD, Chief Justice Supreme Court.

Attest: HENRY SMITH, Deputy Clerk.

SUPREME COURT OF THE HAWAIIAN Islands. In Probate—In the matter of the Estate of ROBERT C. AUSTIN, of Honolulu, deceased. Before Preston, J. Order appointing time for Probate of Will and directing publication of notice of the same.

A document, purporting to be the last Will and Testament of Robert C. Austin, deceased, having on the 4th day of August, A. D. 1885, been presented to said Probate Court, and a petition for the Probate thereof, and for the issuance of Letters of Administration with the Will annexed to A. P. Peterson, Esq., having been filed by Mrs. Umi Austin, the widow.

It is hereby ordered, that MONDAY, the 31st day of August, A. D. 1885, at 10 o'clock a. m., of said day, before Mr. Justice Preston, at the Court Room of said Court, at Aliiolani Hale in Honolulu be, and the same is, hereby appointed the time for proving said Will and hearing said application, when and where any person interested may appear and contest the said Will, and the granting of letters of administration.

It is further ordered, that notice thereof be given by publication, for three successive weeks, in the HAWAIIAN GAZETTE and *Kuokoa*, newspapers printed and published in Honolulu.

Dated Honolulu, August 4th, 1885.

A. F. JUDD, Chief Justice of the Supreme Court.

Attest: HENRY SMITH, Deputy Clerk.

SUPREME COURT OF THE HAWAIIAN Islands. In the matter of the Bankruptcy of FRANK J. HIGGINS. Before Mr. Justice Preston.

Frank J. Higgins, doing business in Honolulu, Island of Oahu, having this day been adjudicated bankrupt on his own petition, it is hereby ordered that all creditors of said bankrupt come in and prove their claims before me, at my Chambers, in Honolulu, on MONDAY, August 24th, 1885, at 10 o'clock a. m.

And it is further ordered, that upon said day, the creditors proceed to hold the ELECTION of an assignee or assignees of said bankrupt estate, and that notice hereof be published in the HAWAIIAN GAZETTE three times previous to said day.

Dated Honolulu, July 27th, 1885.

EDWARD PRESTON, Associate Justice Supreme Court.

Attest: HENRY SMITH, Deputy Clerk.

IN THE SUPREME COURT OF ...

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COMMERCIAL.

HONOLULU, AUGUST 12, 1885.

Business during the past week has not shown any signs of improvement in lines of general trade and the continued dullness is becoming most monotonous. The falling off in the arrivals of sugar from the other islands tends to make the existing dullness more visible on account of the lack of dray travel which, of itself, has been extraordinarily quiet during the past week. There is but little movement in real estate and prices are much in favor of buyers. Building operations are not by any means as brisk as at this season last year and the prospects are for less improvements. The tightness with which the Administration holds on to what little money that yet remains within their control has its effect on retailers who depend on the employment of men upon public improvements to brighten their business.

The O. O. S. Mariposa and P. M. S. S. Australia arrived in port here on the 8th inst., within a few hours of each other; the former vessel brought a mail, and news dates to the 1st inst., also a large amount of gold coin for private parties.

The Mariposa will sail for the coast at noon on the 12th inst.

Below is presented Messrs. Williams, Dimond & Co.'s latest bi-monthly commercial trade circular, to hand per Mariposa:

SAN FRANCISCO, August 1st 1885.

SUGAR—On the 22d inst. the California Sugar Refinery advanced its prices ⅛c per lb for Whites and ⅛c for Yellows. This makes the prices of the two refineries conform. Otherwise there has been no change in the condition of our local market.

EASTERN AND FOREIGN MARKETS—Since our last report we have to note a further decline in Raws both in New York and London.

The English markets appear to be irregular and unsettled and are still overburdened with increasing supplies of Raw as well as Refined, for which the outlet is comparatively light. Beets declined on the 21st ult. to 14s 3d, and on the 23d advanced to 15s; 27th to 15s 6d, and the 29th declined again to 15s 1½d.

At the close of our last report the New York market was virtually at a standstill, the views of buyers and sellers being apart. After remaining in that condition for about ten days, it at last reopened, refiners having found occasion to replenish their stocks and sellers accepting instead a decline of ⅛c form the basis of previous sales. The sales reported were on a basis of 5⅛c for Fair Refining, and 5⅞ for 96 per cent Centrifugals.

At the decline thus established, the market developed a steady tone, with more buyers than sellers. Refiners were willing to make further purchases on this basis, but the majority of sellers still appear to retain confidence in the situation—consequently after a few days of activity, transactions have again become very limited.

We quote from Willett, Hamlin & Co.'s New York circular of July 23d, as follows:

"PRICES—Two important facts remain unchanged as indicating higher prices for sugar, viz: the shorter Beet crop and the certainty of imports from Europe into the United States; and it is noticeable that the entire stocks of Europe, and America are steadily diminishing, and were on June 1st, only 102,000 tons in excess of last year. Receipts were 5,193 tons less than for preceding week. Meltings were about the same, and now average 3,100 tons daily. Stock in all hands decreased 2,383 tons. Refiners stock decreased 6,180 tons. Export demand for Refined ceased and refiners found it desirable to regulate the output of Granulated and its price, making a stand at 6⅝c after sales at 6¾c.

"CUBA CROP—Messrs. C. L. Deetjen & Co., Matanzas, under date of June 30th, give estimated crop 1884-5 as 560,125 tons for export, plus 30,000 tons for local consumption, making total crop 590,125 tons against 557,549 tons previous crop, or say 7 per cent. increase.

"LOUISIANA CROP 1884-5.—The Louisiana Sugar Report, just issued, gives full information regarding last crop—866 sugar houses were in operation, a decrease of 92 from the previous year. Total production 170,431 hhds. 211,472,963 lbs., say 94,375 tons of 2,240 lbs., or 105,736 tons of 2,000 lbs, against last season 128,443 tons of 2,240 lbs. There were 115,636 acres of cane ground, which is 33,761 acres less than last season."

Our latest telegraphic advices from New York, dated July 30th, state that the market is dull, and trade depressed. Demand for export has ceased, but consumption is increasing—prices are not likely to go much lower.

Cuba Centrifugals 96 per cent, test 5 15-16c.

LONDON, July 30th.—Beets 88 per cent. test 15s.

Latest cable advices report the European and foreign markets steady, and state that the French crop is injured by drought and the yield will be considerably reduced.

On the 17th ult., the Manila basis declined to 5.48 and again on the 23d ult. to 5.37 for 91 per cent.

RICE—The whole shipment ex stmr. Mariposa was sold at 6⅛c, 60 days, the market weakening somewhat under the large importation.

Some 2,000 bags choice Japan Rice has been imported and is slowly selling at 6 to 6⅛c—a fair stock of Carolina is on hand.

We quote price to-day at 6⅛c 60 days, market firm but demand light.

CHARTERS—We have no favorable change to note in our market which continues entirely void of animation. Last charter, an iron ship, 32s 6d Cork, U. K., Havre, Antwerp. 30s Liverpool, Havre, Antwerp direct and we can only quote same rate for iron and 30s for Wood, both nominal. English advices continue depressed, while our wheat market shows little change.

EXCHANGE—London 60 days sight 4.84½. New York sight 1-5th.

FLOUR—G. G. Extra Family $4.65; El Dorado $3.80.

BRAN—$14 per ton.

BARLEY—No. 1 feed per ctl. $1.20.

GROUND BARLEY—$25.50 per ton.

OATS—Fair $1.10; med. $1.17½; choice $1.35.

HAY—comp. wheat and oat $12.00 to 13.50 per ton; large bales do $12 to $14.

LIME—$1.40 and $1.50 per bbl.

PORT OF HONOLULU.

Arrived.

Aug 8—O S S Mariposa, Hayward, from San Fran
8—P M S S Australia, Ghest, from San Fran
9—Bkw bk T H Foster, Bugg, from Pt Townsend
9—Am schr J B Leeds, Peterson, from Navarro R
10—Am bktne Discovery, Meyers, for San Fran
10—Am bktne W H Dimond, Houdlett, for S Fran
11—Ger S S Raiatea, Viereck, from Tahiti

Sailed.

Aug 5—Am bk Forest Queen, Neilson, for San Fran
5—Am bk Amy Turner, Newell, for Hongkong
6—Bk bk Fortis, for Port Townsend
8—P M S S Australia, Ghest, for the Colonies
11—Am bgtne Consuelo, Cousins, for San Fran
11—Ger S S Raiatea, Viereck, for San Fran

Vessels in Port.

Am schr Wm Renton, Rocken
Am bgtne W G Irwin, Turner
Am bktne Eureka, Lee
O S S Mariposa, Hayward
Haw bk T H Foster, Bugg
Am schr J B Leeds, Peterson

IMPORTS.

From San Francisco, per Mariposa, Aug 8—Cargo of assorted merchandise, provisions, specie, live stock, etc.

From San Francisco, per W H Dimond, Aug 10—Cargo of merchandise, provisions, live stock, etc.

EXPORTS.

For San Francisco, per Forest Queen, Aug 5—Cargo of sugar, rice and molasses, valued at $42,109.50.

PASSENGERS.

For Kauai via Waialua, per Jas Makee, Aug 6—Miss B Wight, Miss A Wight, J Wight, E Phoebe, Miss E A Auld, Miss M A Auld, Miss S Keomalani, Miss E Hatfield, Sister Albertina, Sister Beatrice, M A Gonsalves, Miss E Paulker, Miss C Kahalikupua.

From Hawaii and Maui, per Kinau, Aug 7—J C Ward, C H Murphy, Alex Boyd and wife, G C Boyd, C Nizdorf, J F Morgan, C Hustace, Mrs Anderson, Miss M Hopper, Rev Oggel and wife, N B Babcock, M Coates and wife, A T Atkinson, Mrs S Chapin, Miss E Hall, Miss A Horner, L A Toussant, M W Holmes and wife, Miss M Champ, M G Oliver, E G Hitchcock, wife and daughter, C A Arnold, Mrs J D Arnold, J D Trazier and wife, T Lillie, A Horner, J E Bryant, J M Horner, Teng Man, wife and child, W H Purvis, B F Halsip, R Catton, C B Wells, Mrs B J Taylor and 2 children, Miss M Taylor, Miss L Taylor, Miss I Taylor, Miss L Wood and servant, E de Bisse, L G McMillan, C L Wight, F P Hastings and wife, Mrs M A Schaefer, F Seaberg, Mrs B J Wright, E Norrie and bride, Hon S Parker, wife and son, Mrs Kulleland, G W Pilipo and wife, W H Cornwell, S Roth, Miss E Daniels, N Polkai, Miss E Wilder, W J Horner, D R Vida, W D Wilder, A A Wilder, D Crowningburg, wife and child, Miss D Richardson, Mrs J Dawson and child, C Schrabber.

From Hawaii, per C R Bishop, Aug 8—H R H Princess Liliuokalani, S Selig, G W Farr.

From Kauai, via Waialua, Aug 9—Mr Justice Preston, W A Whiting, A P Peterson, F B Auerbach, T Mack.

From Maui, per Lehua, Aug 8—Mrs J E Barnard, Dr G A Rawson, Miss M Unna, Master C Putnam, Miss M Forbes, Rev Father Gulstan, Miss G Robertson, Mrs M W Meyers and child, O E Wilder, W J Lowrie.

From San Francisco, per Mariposa, Aug 8—W Center, H F Glade, Miss L Cockett, Mrs E C Bond and two children, L Durand and wife, Arthur Brown, H A Vose, D N Johnson, R W Freyer, D Fitzgerald, L Shillets, F C Jones, J B Atherton, E C Damon, J B Gaylor, Thos Bligh, L Samwell, and 35 steerage passengers.

From Hawaii and Maui, per W G Hall, Aug 9—C D Irwin, C Silva, M Fosting, D L Walls, Mrs E Porter, F May, A McDade, Hon D H Nahinu, G Glendon, D McKenzie, Man Hun.

For the Colonies, per Australia, Aug 8—Mr Wm Center, Mrs Anderson, Dr J H Spear, wife and child, Mr C Nizdorf.

From San Francisco, per Discovery, Aug 10—Dr Baker and wife, and 2 steerage passengers.

From San Francisco, per W H Dimond, Aug 10—W H Wright, Capt E F Cameron and wife, W Porteous and wife, Miss R H Shoulter, Geo Dunn.

For Molokai, per J I Dowsett, Aug 10—H Kapu and wife, Miss L Kapu, S Monsarrat.

For Kauai, via Waianae, per Iwalani, Aug 10—H S Townsend, Hon H A Widemann, Miss Widemann, J Neeno, Mrs H Lose and child, Miss Wright.

For Maui and Hawaii, per Lehua, Aug 10—Rev J A Cruzan, wife, nurse and 2 children, Mrs Solomons and daughter, Mrs Hoffman, W Urquhart, Rev Father Mathias, Rev Father James, Brothers Francis, Thomas, Andrew, Philip, and William, E C Winston, Mrs Kalama and son, Miss Cameron, W J Lowrie.

MARRIED.

NORRIE—RICHARDSON—At Wailuku, Maui, on August 6th, 1885, at the residence of Thos. W. Everett, by Rev. Jas. M. Alexander, Mr. EDMOND NORRIE, of Honolulu, to MARIA ILAX RICHARDSON, of Wailuku, Maui.

DIED.

JONES—At Lahaina, Maui, July 26th, 1885, at the family residence, Mrs. MARY SUSAN JONES, aged about 29 years. Deceased was born at Wailuku, East Maui, in 1856.

MOFFATT—At Philadelphia, July 19th, 1885, of consumption, A. W. MOFFATT, late first assistant engineer of steamship Mariposa, aged 33 years and 1 month.

A Midnight Blaze.

At 11:35 o'clock on the night of the 5th inst., the quick ringing of the bell of Hawaii Engine Co., No. 4, betokened the presence of the fire fiend and almost immediately the ward, two, was struck on the Tower bell indicating the locality. A look toward the district indicated soon enabled the observer to discover the bright flames mounting skyward the light showing distinctly that the location of the fire was in some unoccupied cottages situated at the end of a lane leading from Nuuanu street a short distance mauka of the first bridge. Hawaii Engine Co., No. 4 which is stationed near by, was quickly on the scene but during the time wasted by them in unlimbering their line of hose and making connections, Captain Mehrtens managed to obtain a garden hose and utilized its water power to good effect getting first water and preventing the rapid spread of the fire on the Waikiki end of the now fiercely burning building. A cottage situated ewa of the one in flames also caught fire and but for the well directed efforts of No. 4's hosemen, under the instructions of Col. J. H. Boyd, would have succumbed to the fiery embrace of the devastating element. As it was the fire was confined to the building in which it originated but, as usual, the useless ruins alone remain to mark the scene of the conflagration. The damaged buildings were owned by Mrs. E. Bachelor and were insured in the Sun Fire Insurance office for the sum of $2,700.—The owner of the property was present during the conflagration and as an evidence of her appreciation of the work performed, she tenders her thanks in a card in this issue of the GAZETTE.

The Storm in Hawaii.

Additional items of the effects of the storm on Hawaii have come to hand. The storehouse known as the potato house, which was put up by Captain French in the 40's was blown down. The telephone posts had been blown down, and telephonic communication was stopped.

At Mahukona it started to blow fresh on the Saturday and gradually increased during Sunday till it became a perfect hurricane. The roof of the coal shed was carried off bodily, the heavy timbers being landed seventy-five feet away; one piece was found buried three feet in the railroad track, it was impossible to release it and it had to be dug out. Mr. Wight's wind mill was also blown down, and several outhouses were prostrated.

A curious incident occurred, showing the force with which timbers were hurled. One of Mr. Wright's cows was missed, and search being made, she was found dead, with a piece of 1x2 blunt timber actually *driven* four inches into her back. The wind must have hustled around pretty lively. In Kohala the damage was chiefly to flumes—of which some miles have been destroyed, the chief sufferers being the Hon. C. F. Hart, the Star Mill Co. and the Halawa Sugar Co.

ISLAND LOCALS.

ABOUT TOWN.

The annual meeting of stockholders in the "Halawa" Sugar Co. will take place at the office of C. Brewer & Co., on the 17th inst.

The latest news relative to prices abroad for sugar is that there has been a decline of ⅛ cent, in London and New York, for raws.

The tug *Pele* sailed this morning for Pearl River, having on board Her Majesty the Queen and suite. The *Pele* will return this afternoon.

Mr. Adams will sell, to-day, at 12 o'clock noon, the hull and spars of the schooner *Liholiho*, condemned, as she now lies on the Marine Railway.

By the last steamer another invoice of Gospel Hymns came for the Hawaiian Board. Parties wishing a supply can be accommodated at the sales-room, Merchant street.

Messrs. Sorenson & Lyle have successfully placed in position on the grounds attached to Aliiolani Hale a new flag pole, replacing the one blown down during the late storm.

A quantity of gold coin was received by the *Mariposa*, amounting in valuation to $145,000. Of that amount $85,000 were for the bank of Bishop & Co. and $60,000 were for Messrs H. Hackfeld & Co.

H. R. H. Princess Likelike held a reception at her residence at Waikiki on the afternoon of the 6th inst. The band was in attendance, and a pleasant afternoon was spent by the many callers present.

Now that the election season is at hand, it will be in order to note the probably great interest displayed by the "powers that be" in the condition of the unfortunate inmates of Kakaako and Kalapapa.

The base ball match between nines of the *Press* and *Advertiser* offices, competed at the Recreation grounds on the morning of the 8th inst., resulted in a victory for the *Press* representatives by a score of 22 to 19.

The band concerts at Emma Square on the afternoon of the 8th and the evening of the 10th inst, were well attended and were most enjoyable, the selections played being of a class that pleased the general public.

The German steamer *Raiatea*, of the Tahiti line to San Francisco, called in here yesterday afternoon, and sailed again for San Francisco at 7 p. m. A disarrangement of the steering gear is said to be the reason of her calling.

The P. M. S. S. *Australia* in command of Captain Srit, her new captain, arrived in port here at 11:45 a. m. on the 8th inst., 6 days and 20 hours from San Francisco. The vessel sailed at 4 p. m. the same date for the South.

Miss Dore, a member of the Spreckles party, mourns the loss of a valuable pair of diamond earrings which were taken without her knowledge or consent from her room, on or about the 7th inst. No clue has as yet been obtained to their whereabouts.

The Honolulu and Oceanic base ball clubs met in friendly rivalry again at the Recreation grounds on the afternoon of the 8th inst. On this occasion the Honolulu's turned the tables on their previously unconquered opponents and won the game by a score of 9 to 5.

Several of the passengers of the *Iwalani*, on the occasion of the late excursion to Niihoa, are out in a card expressing their appreciation of the courtesy and attention shown by Captain Freeman during the trip. H. R. H. Princess Liliuokalani is one of the signers.

The new store on the corner of Hotel and Fort street, soon to be occupied by Mr. C. J. Fishel with millinery and dry goods, is to have two of the largest single plate glass windows in the city. Mr. Fishel hopes to display his stock to the public on or about September 1st.

Rapid progress is now being made in completing the building to be occupied by the "Chinese Union," on King street opposite the Police Station and travel has been to an extent assisted by the removal of the great pile of bricks that for so long blocked the roadway.

By the arrival of the *Mariposa* several well-known residents are again enabled to be "at home," as, amongst the passengers by the vessel, are noticed the names of Messrs P. C. Jones, J. B. Atherton, E. C. Damon, H. F. Glade, Mrs. E. C. Bond, and Miss Cockett.

At a meeting of the members of the Chamber of Commerce in this city on the 3rd inst., the following gentlemen were elected as the officers of the organization for the ensuing term: President, A. J. Cartwright; Vice-President, T. H. Davies; Secretary and Treasurer, H. R. Macfarlane.

As a warning to the would be "bad men" of the community who may desire to display a cheap revolver on their person Police Justice Bickerton on the 5th inst. fined one Peter Miranda, an express driver, the sum of $15, for being captured with a revolver protruding from a posterior pocket.

The O. S. S. *Mariposa* arrived in port here on the 8th inst., at 6:30 a. m., 6 days and 15 hours from San Francisco. The vessel brought mail and news dates to afternoon of the 1st inst. Thanks are returned for the usual news favors to this office from Purser Guard and the Merchant's Exchange.

The White House, Nuuanu Avenue, is very appropriately decorated in respect to the memory of the late General Grant. Mr. White the proprietor, served under the General in many of his campaigns during the war and properly appreciates his country's loss in the death of this able and excellent soldier.

Quite an enjoyable evening was passed by those present at Fort Street church vestry on the evening of the 5th inst, on the occasion of the "Congo Conference." Papers were read on the subject of "Congo as a Free State," by Mrs. W. W. Hall, Horace Hall and Mrs. McCully and proved quite interesting and instructive.

A letter received by the President of the Board of Health from Maui, on the 9th inst., stated that a case of suspected small-pox had been isolated. The tug *Elen* was immediately dispatched, with medical assistance. The tug arrived back in port here at 4:30 a. m. yesterday and information is obtained that the case was not small-pox.

There was a rather slim attendance of members at the called meeting of the Athletic Association, held in the office of Mr. Fred Wundenburg on the 6th inst. Some little business was transacted by those present, the most important item being the ratification of the change in number necessary for a quorum, five being now the required number instead of twenty-five as formerly.

The sale of Mr. W. S. Luce's furniture at his residence, Nuuanu Valley, realized the handsome sum of $5,040. In most cases the prices were good, in some even exceeding the original cost. His Majesty, Mr. J. Campbell and Mr. Sam Parker were amongst the principal buyers. The house and lot was subsequently sold to Mr. Waterhouse for $9,500.

Wednesday last the 5th inst., was the anniversary birthday of the present Emperor of China who on that date arrived at the Rubicon of his fifteenth year. The day was observed amongst Chinese residents in this city by the display of holiday attire, the serenading of the Chinese Commercial Agents, and in the evening, by a general lantern illumination in the Chinese quarter.

Captain Mehrtens has cut short the breath of liberty taken by Ah See, a Chinese prisoner who escaped from Oahu jail on the 7th inst, by capturing the missing one on the 10th inst, after a lively chase across the taro lots that are planted on the ewa side of Liliha street. The officer after his chase and capture looked as though he had well earned the money. Ah See is now again behind the bars.

By the mortuary report for July, it will probably be noticed that the deaths for the time specified show an increase over the number reported in the corresponding period in 1884, and also that, as usual, in nationalities, poor Hawaii has sent the majority. A not very pleasing prospect to those who have the interests of Hawaii at heart and who still cling to the forlorn hope that there is something for good in the vaunted motto *Hoola Lahui*.

Mr. Jaeger, the treasurer of the Royal Hawaiian Agricultural Society has now on hand a lot of seeds for gratuitous distribution amongst those who may desire some samples for experimental purposes. The seeds include the cereals, also a number of grasses, vegetables, rice, peas, flax, locust, tobacco, pine and fodder plants, also South Sea Island cotton.

Marshal Soper assisted by Captains Fehlbehr and Kauhane made a successful raid on the morning of the 6th inst upon a party of Chinese gamblers in the room of a house situated in a yard near the corner of Meek and Hotel streets, capturing eight gamblers and about $50 in money. The place is one that is most difficult of access, but the hour chosen by the Marshal for the descent aided greatly in the successful entry and consequent capture.

The old and young in the community who have been languishing for the appearance of a circus have an opportunity to enjoy themselves by witnessing the performances which will take place under the spacious canvas set on the lot formerly occupied by Bertlemann's mill on Fort street. "Fryers" circus and trained animals is the name of the lately arrived novelty and the first performance will be given to-morrow evening.

The notice promulgated by Captain J. H. Brown, Agent of the Board of Health, relative to the piling up of miniature mountains, of tree leaves and branches, by residents in the roadways, was quite timely and had the desired effect. Nearly all of the culpable ones erred unintentionally in littering the streets, and the ample opportunity to amend, given by the genial Captain, was taken advantage of, and the labors of the health carts became lightened.

The fourth year of the Academic School for Girls, under the charge of Mrs. George Wallace, will begin upon September 14th. This school affords the best advantages for an extended course in all branches that constitute a liberal education. The number of pupils is limited, and the school is select. Pupils from ten years of age upward are received. Application for admission, or information regarding the school, may be made to Mrs. Wallace, or, in her absence, to Rev. Geo. Wallace, 190 Nuuanu Avenue.

George Torbert, a lodger at the hotel was apprehended by Marshal Soper and Captain Mehrtens on the afternoon of the 10th inst., on suspicion of having committed several robberies which have taken place of late in the Hotel. An attache of a local newspaper, Mr. L. Montgomery Mather, was the direct means of furnishing the information which resulted in the arrest of the suspected party, the obstruction of a favorite pair of hose and a razor being the articles that supplied the wanting link in the chain of circumstantial evidence.

From Deputy Marshal Dayton, further information, relative to the terrible tale of the adventures of the crew of the lost schooner *Pohaiki* has been obtained and by which it is learned that the statement originally made relative to the throwing overboard of the Captain, *while alive*, is untrue. The truth is that the Captain died in the boat, after having been prepared to meet his Maker, bidding his companions goodbye. His body was kept there for ten days, but the unseaworthy condition of the frail craft and the slow progress made caused the survivors to decide to bury the body at sea, it being consigned to the watery grave after suitable prayers.

The steamer *Kinau* returned back to port here on the 7th inst., after a pleasant and successful voyage to Keauhou, bringing along the volcano tourists, that had ventured within the domains of Madam Pele, who were all loud in their praises of the very agreeable manner in which every one had contributed to the enjoyment of the trip. Amongst the names of the returning voyagers were noticed those of Mrs. Anderson, Mrs. Maggie Hopper, A. T. Atkinson, Alexander and Mrs. Boyd, G. C. Boyd, C. H. Murphy, J. C. Ward, Frank Hustace, James Morgan, Mr. and Mrs. F. Atwater, Mr. and Mrs. Baldwin and children, Miss Atherton, Mr. and Mrs. M. Coates and Mr. G. A. Spreckels.

The business manager of Fryer's Equiscurriculum Mr. W. Bligh is a relative of the well known Admiral Wm. Bligh who was appointed to the governorship of New South Wales shortly after the occurrence of the mutiny of the "Bounty." Mr. Bligh is also a retired Captain of the English army having held command in the 12th. Lancers during which he made the remarkable overland trip from Madras to Balaklava during the Crimeans was arriving with his jaded and weary troop in time to witness the world renowned 'Charge of the Light Brigade,' composed of detachments of the 7th, 8th and 11th Hussars, 4th Light Dragoons and 17th Lancers, under command of Lord Cardigan.

HAWAII.

The bark *Ceylon*, Capt. Calhoun, arrived at Hilo on Tuesday August 4th, 21 days from Port Townsend with a full cargo of lumber; 500,000 ft. for Messrs. Richardson & Coan.

The old Church at Kailua, is to receive a new roof of galvanized iron. It is to be done at the expense of the King, who has recently purchased the old Kamehameha residence in that locality.

Hawaii at Olaa—on the way from Hilo to the Volcano and halfway between the two points,—has greatly enlarged and improved his house for the benefit of travelers visiting the Volcano.

The *Emma Claudina* Capt. Matson sailed from Hilo on Wednesday Aug. 5th for San Francisco with full freight and a large party of passengers. Miss Knowles, Miss Cleveland, Miss Mary Hitchcock, Miss Elvie Stabler, Mrs. Briggs, Mrs. S. L. Coan and Mrs. Howard Hitchcock take passage by the *Emma Claudina*.

The "half-way house" now offers good inducements to those who do not wish to make the journey from Hilo to Kilauea at one time. It contains four good rooms with nice clean beds and bedding—with a good dining room and kitchen adjoining with all the necessaries of a cookstove &c., &c., so that parties can remain over nights and be supplied with good supper and breakfast.

There will be a grand Sunday School Reunion in Kohala on Aug. 19th, and great preparations are being made to make the affair a complete success. Delegations are expected from all the Islands. Oahu, Maui, Kauai and the distant districts of Puna and Kona all supplying material. It is estimated that upwards of 800 children and their teachers will be landed at Mahukona. The exercises will be held August 22nd and 23rd. The children will remain at Kohala just a week.

German Measles Again.

EDITOR GAZETTE:—The *Advertiser* of Aug. 6th has quite a labored article, to say the least, from the pen of one of our physicians on "German Measles." It is not fully a reliable statement of facts, and I fear that the author was cognizant of this fact when he penned the letter.

One of his statements is that Mrs. Inouye "whom he had honor" of waiting upon during her illness, left on the *Yamashiro Maru*, on the 30th July "perfectly well." Many who visited and paid their compliments to her thought otherwise. There are many who can testify to the contrary. The lady was very weak and languid, and had well marked symptoms on her face sufficient to show that she was very far from being well at that date.

The *Advertiser* says that an attempt was made by your contemporary, to prove that this disease was introduced by the *Yamashiro Maru*, whereas it has been *more or less* virulent here for the past two years, and such of the Japanese as have shown symptoms of it, appear to have contracted it ashore—this is also Dr. Trousseau's statement. Why was it kept so secret? Why was it not reported to the Board of Health—and if so, why not made public that the people could be guarded against it. Certainly if Drs. Trousseau and Arning had this disease prevailing to the extent stated by Dr. Trousseau himself—they were neglectful in not warning their patients and the public.

Did Mrs. Inouye mix much with the class of patients spoken of by the Doctor? Did she associate or mix with either black or white while here outside of her own people the Japanese. Has not the statement been made public again and again by some of the parties who came here—by the vessel spoken of, that measles had been prevailing to a dangerous extent before the vessel's departure from Japan. Why was it necessary for the Doctor to say, after making the very decided statement that there had been no measles on board, that he had the honor also of treating the gentleman referred to by the GAZETTE, meaning the editor of the *Advertiser*, that "he had a very slight attack of the disease, and that he could not trace any possible contagion with the ship."

And further, why the necessity for the publication of the following item, which appeared in the *Advertiser* of July 29th, and which was evidently intended as a warning to parties having Japanese in their employ, that had been brought here by the *Yamashiro Maru*:

"Those who have any of the *last lot* of Japanese working for them need not feel alarmed if they notice that some of the people have an attack of fever with headache and other symptoms that resemble to a certain degree the premonitory symptoms of small-pox. It will turn out to be, without doubt, a sort of mild measles with which they seem to be troubled, and the disease yields readily to proper medical treatment, and is not considered dangerous. The rash that makes its appearance in this complaint might produce a scare in the minds of those who are always dreading some dire disease, but there is no need for alarm."

The doctor thinks that it was "a pity that the editor of the GAZETTE did not seek information from me," the "responsible party for the action of the board of Health," before making any remarks on this medical subject. The doctor seems to consider himself the only authority on subjects of this nature.

This disease *German Measles* or *Rothlen*, has not shown itself more or less *virulent* here, for the past two years, about that time, two years ago, we had a few cases that could be classed under that head—but since, until about the time of the arrival of the Japanese ship, I have heard nothing of it from medical gentlemen, and nothing from the *Board of Health* in regard to it, although the saviour of the county is the President of the Board.

A LOOKER ON.

School Exhibition at Honokaa, Hawaii.

The first public exhibition of the Honokaa Foreign School took place the other day. Parents and friends were present, and the children, fifteen in number, looked and did their best. The room was very prettily decorated with ferns and flowers, and has been very much improved by a coat of paint; a large platform covered with a nice carpet, and a bookcase partly filled with Sunday School books.

The school room is back of the main room, but on this day the folding doors were thrown open and the children came onto the platform to recite. They did very well in all of their lessons, and for the most part spoke in clear distinct voices. The singing was excellent, and showed that their voices have had a careful training. The calisthenic exercises were enjoyed by all, and at the close of the school were repeated again by request of those who were not present in the morning, the children kept time to a march, "Sweet Maile Wreath," composed and played by the teacher, Mr. Goodell. The recitations were very good, but the spelling match was the best thing of all; to watch the faces of those children as they stood on the platform anxious to do their best was very amusing. After considerable spelling, and the last one on each side had failed they were allowed to take their seats. All went away seemingly pleased with what they had seen and heard, and hoping next year to see more improvements and a larger number of pupils at the Honokaa Lyceum.

S. L.

Baffled and Captured.

Between four and half past four on the morning of the 10th inst., J. Ahrens, who sleeps in a verandah room in one of the adjacent cottages to F. Horn's confectionery was aroused by the fall of a heavy body. On the impulse of the moment he made a lunge forward and grappled with the intruder. Grappling with his opponent Ahrens, threw him to the floor, when the burglar immediately fastened his teeth into the fleshy part of the upper left arm of Ahrens making him let go his hold and affording the baffled thief an opportunity to escape.

The noise and cries of alarm had awakened several people, among whom was a young man named Goodwin, who "caught on" to the flying form of the burglar, and in a wrestle at Fowler's yard threw him, but the dread of a knife made him soon sever his close connection with his; antagonist the burglar took advantage of the cessation of hostilities and getting to his feet, fled, being soon lost to view in the insinuosities of Fowler's yard, Goodwin going to the Police Station. Station-keeper Crabbe, on hearing the story immediately dispatched police officer Kauhane along Nuuanu street, he, himgoing into the depths of Maunakea and Smith sts, and the adjoining alleys. After a little while officer Kauhane returned, bringing as captive the escaped burglar, who answered to the name of Sooner, and who was soon safely locked up.

Death of Ex-Minister Pierce.

By this mail was received the news of the death of Mr. Henry A. Pierce, for a long time American Minister Resident at Honolulu. Mr. Pierce was a native of Boston, being born in that city in 1808. In 1825 young Pierce came to San Francisco, where the Hudson Bay Company had a trading post. He subsequently became agent for that Company in Honolulu, and resided here for over 20 years, realizing a large fortune. He returned to the States and joined the shipping firm of Pierce, Hunniwell and Brewer. Through unforeseen reverses he lost his fortune, and on Grant's becoming President Mr. Pierce was appointed Minister Resident at Honolulu. During his stay here Mr. Pierce was lavish of his hospitality and was very popular. Subsequently Mr. Pierce became Minister of Foreign Affairs, but the Cabinet to which he was attached soon resigned. He then left the country and resided chiefly at the Union Club, San Francisco, where he died July 29. Among those who followed the remains to the tomb were several Hawaiian friends.

Meeting of Chamber of Commerce

The annual meeting of the Chamber of Commerce was held at their room in the Campbell Block on Wednesday the 5th inst., when the following officers were elected by ballot: A. J. Cartwright, president; F. A. Schaefer, vice-president; J. B. Atherton, secretary and treasurer.

Committee of Arbitration: Messrs. Theo. H. Davies, F. A. Schaefer, W. G. Irwin, P. C. Jones, S. G. Wilder.

A vote of thanks was tendered to the retiring President, Hon. C. R. Bishop, by unanimous vote, in appreciation of the valuable services rendered by him to the Chamber during his prolonged term of office.

A similar vote was also passed for the Secretary, Mr. J. B. Atherton, in recognition of the efficient discharge of the onerous duties of his office during the preceding year.

Postal Money Orders for Europe.

The first postal money orders ever received from England and payable in Honolulu, came by the *Mariposa*, one for ten shillings and the other for one pound sterling. The advice which accompanies the order states the value of the pound sterling in decimal currency as $4 87. Money orders can now be issued in any part of England, Scotland or Ireland, payable in Hawaii, and orders can also be issued here payable in any part of the United Kingdom, the original orders being transmitted by the remitter to the payee, in the same manner as to the United States. Our money order system will soon be extended to Portugal and her Colonies, and also to the German Empire.

Dance at the Palace.

Last Thursday evening the King gave a dance at the Palace. The affair was informal and very pleasant. Dancing took place in the Throne Room. A large number of guests were present—Honolulu citizens and strangers visiting the islands. Supper was served in the dining-room about 11 o'clock. Dancing was kept up till the traditional "wee sma' hours."

LATEST FOREIGN NEWS.

Per O. S. S. Mariposa. Dates to August 1st.

AMERICAN.

NEW YORK, July 31.—A *Times'* editorial on the San Francisco Supervisors' Chinese report says: It shows very plainly how vice and crime have flourished in Chinatown because the city authorities have refused to do their duty, and because the citizens have assisted in developing the iniquity which they now deplore. There seems to be no attempt to enforce some of the most important laws and ordinances in the Chinese district. Degraded wretches have been allowed to hold it, and make it one of the worst slums in America.

NEW YORK, Aug. 1.—Judge Cullen to-day in the Supreme Court rendered a decision in the case of the Gypsies brought here on a steamer of the Bordeaux Line, by which they will be compelled to return to France.

NEW YORK, Aug. 1.—Applications for positions in the funeral cortege and offers of personal service for staff and other duties connected with the military escort on the occasion of Grant's funeral, continue to pour into Major-General Hancock's office on Governor's Island, and have necessitated the employment of several extra clerks and the appointment of Lieut. Lemley as aide on the staff to assist Capt. Young and Lieut. Allen in filling and recording the mass of correspondence.

NEW YORK, Aug. 1.—The *Sun's* London special says: There are great heart-burnings among the Americans in London over the arrangements for the memorial service in Westminster Abbey on Tuesday, in honor of Grant. The principal cause of complaint is the inadequacy of the accommodations provided for the vast number of Americans who desire to attend. Already several thousand applications for tickets have been made, but seats were provided for 500 only, and these have been engaged for days. Among the British notabilities who have signified their intention of attending the service are the Prince of Wales, Duke of Cambridge, Duke of Connaught, Argyll, Salisbury, Wolseley, John Bright, Matthew Arnold and Miss Mary Anderson.

LIMA, Aug. 1.—A letter from Gen. Mas regarding his action while in command of the expedition to the central provinces, is published. He praises the loyalty of the troops to the Government, but acknowledges being harassed by the intrigues of persons boasting to be friends of the Government. He says revolution would have been crushed had he been allowed to engage the enemy after the fight at Izruchaca, and when at length permission was obtained, the rebels had so profited by the delay as to render an attack unadvisable.

LIMA, Aug. 1.—The Bishop of Lima has sent an address to Monsignor Favor, Minister of Justice protesting against the proposed Masonic Hall to be erected in Lima. The Minister has replied in strong terms, deprecating the publicity given to this protest by the Bishop, but assuring him that in virtue of the Constitution the Government has not permitted and never will permit the erection of a Masonic Temple in Lima.

MT. MCGREGOR, July 30.—The summit of Mt. McGregor was visited by a severe thunderstorm last evening, and during its continuance the electric fluid entered the cottage where the remains of General Grant are reposing, and two army officers were prostrated by the shock. The President and his Cabinet have decided to attend the funeral in New York Aug. 8th. General Hancock continues the work of organization in preparation of the great pageant upon that day, which General Sherman says will be the grandest spectacle of the kind ever seen in the metropolis. The President, at the request of Mrs. Grant, has designated twelve gentlemen to act as pall-bearers. The Monument Committee in New York calls for contributions from the people for the erection of a suitable memorial to the dead hero.

CLEVELAND (O.), July 30.—Maud S. renewed her claim to the title of "Queen of the Turf" at the Glenville track to-day in the presence of 10,000 people. The fleet little mare trotted a mile over a slow course in 2:8¾. This beats her previous record by half a second and is one second and a half faster than the best time ever made by any other horse.

VICTORIA, (B. C.), July 29.—A steamboat collision occurred yesterday afternoon ten miles from Victoria, between the steamers R. P. Rithet and Enterprise. The *Rithet* struck the *Enterprise* forward of the wheel and stove in her side. Several lives were at first reported lost and many were injured by the flying debris. The *Enterprise*, which is a total wreck, was built in 1860 to run between San Francisco and Stockton, and was afterward sold to the Hudson Bay Company. She was the property of the Canadian Pacific Navigation Company at the time of the disaster and valued at $50,000. The treasure, mail and express were recovered, but twenty-nine head of cattle were lost. One of the Chinese cooks is reported having been killed by the bow of the colliding steamer. There were 100 passengers aboard when the collision occurred.

NEW YORK, July 30.—Workmen were engaged during yesterday in making the excavation for the temporary vault, within which will repose the remains of General Grant until the permanent tomb is completed. At Mount McGregor the remains were transferred to the burial casket, in which they are to be interred. General Hancock is busily engaged in making arrangements for the funeral pageant, and applications continue to pour in upon him from all parts of the Union for position in line.

Another match has been arranged between John L. Sullivan and McCaffrey, to take place in Cincinati some time during the first week in September.

At Montgomery, Texas, July 28th, Hon. C. B. Stewart died, aged 81. The deceased was one of the two surviving signers of the declaration of Texas independence.

The rate of postage on letters sent from the United States to Australia and New Zealand, via England, Brindisi and Suez Canal, has been reduced from 15 to 12 cents, making it uniform with the rate via San Francisco.

ST. PAUL, July 27.—During an exhibition performance of Commodore Kittson's flyers at Rochester, Minn., today, the pacer Johnston made a mile in 2:11¼, the fastest mile ever made in this State, beating the recent Midway record half a second.

WASHINGTON, July 27.—Secretary Whitney has sent the following letter to George W. Quintard and other gentlemen to whom John Roach made his assignment: At our interview in New York on Wednesday last you requested me to take into consideration each of the contracts between the Government and Roach pending and incomplete and, in view of his assignment, make some suggestion as to the method of dealing with the whole subject. I gave you assurance that I would do so, and communicate with you after reaching Washington. As I view the matter, the rules that govern individuals in these business transactions should govern the action of the department. At all events, if there is a different rule proper to be applied, I am not aware of it. My duty here has seemed very simple and plain. It has been to insist upon the strict enforcement of the contract obligations, as interpreted to me, without regard to the consequences. That is the ordinary plain business method, a departure from which in a public officer can have no justification, and in like manner I know of no reason why the ordinary principles which actuate merchants in dealing with each other, and in accordance with which a generous consideration is extended ordinarily to an unfortunate business associate, should not govern the action of the department under similar circumstances.

NEW YORK, July 27.—The *Post* this evening, in speaking of the decision to bury General Grant in Central Park, says: Although his son, Colonel Grant, has expressed a desire for his interment in Central Park at the head of the mall, we feel sure that further consideration in calmer moments would satisfy him, as well as other members of the family, that a place of popular amusement like the park, and particularly that part of the park in which the band plays and lovers of amusement most do congregate, is hardly suitable. That the Soldiers' Home is on the border line between the North and South gives it peculiar fitness as a place of interment. The Soldiers' Home is national in character, it is near to the scenes of the dead hero's greatest triumphs, both military and civil; it is within sight of Arlington, that great "bivouac of the dead," were so many thousands of his comrades lie; it is a memento of the first war in which he took part; but most of all, it overlooks the two great sections of our common country that claim an equal right to render homage at his tomb.

NEW YORK, July 25.—The thermometer at at 3 p.m. registered 96°. Six cases of sunstroke had been reported up to that hour.

A *Post* Washington special says: A comparison of the figures at the Signal Service office shows that Washington has been the hottest city in the country during the heated term. For twelve days the thermometer has not been below 90°—most of the time much higher. The average of the entire day yesterday was 25°.

REGINA, (N. W. T.), July 21.—In the Riel trial to-day the prosecution stated safe conduct to Dumont and Dumais had not been given. The production of documents asked for was also denied. An adjournment of one week was agreed to.

NEW YORK, July 21.—The *Journal of Commerce* says: In the opinion of leading authorities in the sugar trade here, British sugar refiners have mistaken the cause of the strong competition with the home product which American refined sugars have recently been making in the markets of the United Kingdom. Nearly the whole trade, it is said, was represented at the conference of the 17th inst., in London, when a resolution was adopted petitioning the Marquis of Salisbury to make a tour of the country and bring before the people the alleged injustice of the American Government in paying a bounty through its tariff laws to the American exporters of refined sugars. Refiners claim that this bounty is ruinning the sugar industry of Great Britain. A leading sugar broker said yesterday: "This has been a phenomenal year in the sugar trade. The export of refined sugar to the United Kingdom since January 1st to the close of last week was nearly 73,000 tons, against 27,000 tons last year. The bounty, so called, which is in reality a drawback equal to the amount of the duty paid on materials imported, existed last year as well as this. The explanation of the phenomenon which has so alarmed the British refiners is that the English market has been higher this year than the American for all sugars, and the American goods have naturally sought the higher market. The English market which has been forced up by speculation on a predicted shortage in beets, having now fallen to a level with the American, buying for export to the United Kingdom has practically ceased."

WASHINGTON, July 21.—Secretary Whitney has decided that the eight hour law shall hereafter be enforced in the navy yards—that is, employes shall receive ten hours' pay for eight hours' labor. Heretofore they received eight hours' pay for eight hours' labor. The general order directing the change has not been issued yet, but information of the proposed change has been received at the Washington Navy Yard.

PITTSBURG, July 21.—It is asserted among sporting men that the course over which Gaudaur made the time yesterday was 430 feet short. The referee invites investigation, and it is probable the course will be again surveyed.

Carrying The Mails.

WASHINGTON, July 31.—Five American steamship companies—Pacific Mail, San Francisco to Australia; the Red Line, New York to Venezuela; the Clyde Line, New York to Turk's Island; the New York, Havana and Mexico, and the New York and Cuba Line—have all declined to carry the United States mails after to-day. Commenting upon this action, Postmaster-General Vilas to-day said "Certain American steamship lines, probably under the lead of the Pacific Mail Steamship Company, have entered into a combination, apparently with the purpose of forcing a distribution among them of the $400,000 appropriated by Congress for mileage compensation for carrying the mails. Some of them wrote to the Postoffice Department desiring to know what terms would be given. I proposed to each of the companies to go to the full limit the law would allow and award them both sea and inland postage. This is about three times what they had been receiving for the same service during the past twelve years, it is three times what is paid for carriage across the Atlantic and probably in most cases all that should be paid for carrying the mails. The companies were still acting in concert, and in consequence of their combination refused to accept these terms, which were so liberal compared with those they had received, that they felt, I suppose, that they could drive the Government out of the position it had taken by refusing to carry for the compensation offered. The Superintendent of Foreign Mails said the American companies had refused the offer of $1.60 per pound for carrying the mails. This is what is known as the combined sea and inland postage, and is equivalent to $3,200 per ton. They receive at present the international rate of 44 cents per pound. The Postmaster General has directed the following changes to be made in the dispatch of correspondence for foreign countries to take place August 1st: Mails for Cuba, heretofore dispatched by sea from New York will be forwarded to Key West, via Tampa, Fla., for dispatch to Havana by the steamer which leaves Key West every Wednesday and Friday; correspondence for New Zealand and the Australian Colonies, heretofore included in mails made up at San Francisco for dispatch to those colonies direct, will be fowarded exclusively via Great Britain in mails made up at New York as well as San Francisco. There being only one dispatch during August next, on the 1st prox., from San Francisco for China and Japan direct, correspondence for China, Japan and the East Indies will be also forwarded until the 20th of August via Great Britain in mails made up at New York, to contain all registered correspondence for the destinations above named.

SAN FRANCISCO, July 31.—The announcement that Postmaster-General Vilas has dropped the August schedule of ocean mails those via this port and the Pacific Mail Steamship Company's vessels to New Zealand, Australia and Panama, and has ordered that Australian mails be sent via Brindisi, occasioned considerable surprise among the local Postoffice officials, who have not yet received the August schedule. The Pacific Mail is under contract to the New Zealand Government to carry the mails for that country until the first of November, after which date no arrangements have been announced. If San Francisco mails are sent via London and Brindisi, they will be, it is estimated, fifty-six days en route to Australia.

NEW YORK, July 29.—A conference of representatives of the Pacific Mail and other steamship lines was held to-day to determine upon a course of action to pursue in the matter of carrying the United States mails to foreign ports. The result was the adoption of the following announcement to the public:

"All letters or packets relating to cargo on board any of our vessels will be received and conveyed to their destination; and, in order that the public may not be inconvenienced, this company will also for the present receive at its office at New York and forward all letters enclosed in stamped envelopes, if the postage stamp is of a denomination sufficient to cover the postage that would be chargeable thereon if the same were sent by mail, provided, that such envelopes shall be duly directed and properly sealed, so that the letter cannot be taken therefrom without defacing the envelope, and the date of the letter or of its transmission, or the receipt thereof, shall be so written or stamped upon the envelope."

"This form of announcement," said Vice-President Lauterback, of the Pacific Mail Company, "is substantially that adopted by all the companies, and there the matter now rests."

Office of the Board of Immigration.

His Majesty's Government are anxious to secure the successful settlement in this country of Portuguese, Japanese and other agricultural laborers, and the Legislature by its liberal appropriations, and in the discussion which occurred in regard to immigrants of various nationalities that come to settle here has manifested a similar feeling. Expressions of public opinion both from those specially interested in the question of plantation labor and from other classes of the community have forcibly endorsed this desire as the expression of a sound national policy. The arrangements for securing this settlement have been perfected, but in order to obtain satisfactory results it will be necessary that the needs and requirements and the peculiarities of the several races of men who come to this country in the hope of thereby bettering their condition, should be studied by those with whom they are brought into contact as employers.

Peculiarities of race require consideration. For instance, it must be evident to all who have had occasion to employ the Japanese that they are eminently a teachable race and that at the same time it is only by a kind and just treatment that they can be successfully dealt with. Such treatment is indeed essential to success in the management of immigrant foreign laborers generally. In view of this fact it is well that the bases of the agreements which exist between His Majesty's Government and the several Governments interested in this subject, should be clearly understood by all employers of laborers who are serving under original contracts with the Board of Immigration.

The understanding with the Japanese Government is that while the immigrants remain under their original contracts they are to be under the immediate guardianship of the Government and that the planters to whom their contracts are assigned are the agents of the Government, the latter being responsible on the original contracts at points. This provision, which is but a definite and legal definition of the contents of the contracts themselves, will apply equally to Portuguese and all other laborers who are performing their original terms of service under contracts to which the Board is a party.

From this understanding it follows that on the Government rests the duty of enquiring into, and endeavoring to settle in an amicable manner, all complaints and differences that may arise between the actual employer and the laborer. To ensure the fulfillment of this duty, the Government has decided to establish under the Board of Immigration a Special Commission of Inspection of Japanese laborers (of which Mr. Nakayama is at present the chief,) also a Special Inspection of Portuguese and others, the whole system being under the direction of an Inspector General, who will receive his orders from the Board of Immigration. Under this arrangement the Government will be able to place Inspectors and Interpreters on the principal Islands.

To these Commissions of Inspection, all complaints on the part of employers of immigrant laborers are to be made. The laborers themselves will be instructed (as the Japanese have already been) to make any complaints they may have to these Inspectors, rather than to the representatives of their own Government, the two fold aim being to obviate the necessity of the several representatives making official complaints and also to secure the prompt settlement of all disputes that may arise between employers and employed without need of reference to the Courts of Law.

It is indeed fully understood that the actual employers of immigrants brought here by the Government being virtually agents of the Government, arrests for breach of service contracts are not to be made without the concurrence of the Board of Immigration. The Government has confidence that in almost all cases the action of the several Commissions of Inspection will render such arrests unnecessary.

It has farther been distinctly considered and determined by the Government, that no employer or overseer (*luna*) shall be permitted, under any circumstances, (except in self-defense) to strike or lay hands upon any contract laborer who is recognized as a Government ward. This determination is made binding by agreements to this effect, actually entered into; and it is rendered all the more important when considered in the light of the sensitive nature of the Japanese race, in particular, which renders any rough-handling of the laborer abortive, if intended to secure obedience. It must therefore be understood by all employers that blows or other violence used against a contract laborer, except in absolute self-defense, will be deemed sufficient ground for the withdrawal of the assignment made to them of any person so dealt with.

It rests mainly with employers to make these new arrangements successful. It is only in detail that they are *new*, the spirit which animates this Government and the Governments of the several countries from which the immigrant laborers come, is already embodied in the laws and in the settled polity of the Hawaiian Kingdom. Employers have now before them the understanding on which they hold the services of the immigrant laborers assigned to them, and if they endeavor to bring about the adjustment of all disputes which may arise with their laborers in the spirit of that understanding, they will also be acting in a spirit which will secure the cordial commendation, not only of the several Governments interested, but of all enlightened nations everywhere.

CHAS. T. GULICK.
Minister of Interior and President
Board of Immigration.

Honolulu, 10th August, 1885.

Hawaiian Gazette.

WEDNESDAY, AUGUST 12 1885

Supreme Court of the Hawaiian Islands—In Equity.

J. M. Kapena, Minister of Finance, vs. Emma Kaleleonalani, Queen Dowager, Hon. Mrs. B. P. Bishop and C. R. Bishop.

Opinion of Chancellor Judd.

The following is a simplified statement of the essential allegations in the bill:

I. Certain premises on Merchant street in Honolulu, known as "Honolulu Hale," as well as several other parcels of land described in the bill, were the property of Kamehameha IV in his private capacity, and were not a part of the Royal Domain commonly known as "Crown Lands," although they were erroneously understood and believed to be such and were so treated.

II. An Act of the Legislature passed January 3rd, 1865, entitled "An Act to relieve the Royal Domain from encumbrances &c.," authorized the Minister of Finance to extinguish such mortgages on the Crown Lands as might remain unsatisfied after the administrators of Kamehameha IV's estate had exhausted the estate belonging to their deceased intestate in his private capacity.

III. The property described in paragraph 1 was not sold by the administrators, because it was believed to be a part of the Royal Domain and not the private estate of the deceased King.

IV. The premises above described as "Honolulu Hale," as well as certain "Crown Lands" had been encumbered with a mortgage by His Majesty Kamehameha IV through the intervention of Wm. Webster as trustee, and this mortgage amounting to $7,732, was paid off by the Minister of Finance in pursuance of the said Act of the Legislature of January 3rd, 1865, under the belief that all the private estate of Kamehameha IV had been sold, and the Minister of Finance paid other mortgages and liens amounting in all to the sum of $27,000, towards discharging the debts of Kamehameha IV.

V. The plaintiff is the Minister of Finance and in behalf of the King and people of this Kingdom makes this demand and asks for the relief prayed for. The defendant Emma is the widow and statutory heir of one half of the estate which was of Kamehameha IV.

VI. The premises above described as "Honolulu Hale" were held by the Commissioners of Crown Lands as part of the Royal Domain from the time of the creation of their trust by law until the termination of a suit on the equity side of this Court brought by defendants against the Commissioners of Crown Lands, by which the said premises were decreed to belong to the defendants.

The bill prays that the premises known as "Honolulu Hale" may be decreed to be chargeable with the amount of the mortgage paid off by the Minister of Finance and that they be sold to satisfy the same &c.

Both defendants demur. The questions raised are (first) the Commissioners of Crown Lands necessary parties to the bill either as plaintiffs or defendants.

I cannot see that the Commissioners of Crown Lands have now any right or interest in the premises sought to be charged with the payment made, or in the fund sought to be recovered by the Minister of Finance. Their claims have been considered and adjudicated by the Court and they cannot be again heard.

If the Minister of Finance has paid from the public treasury a greater sum than he would if the land in question had been sold to extinguish the mortgage upon it, his right to recover this sum from the owners of the land is unaffected by the fact that the Commissioner of Crown Lands have had possession of the premises and collected its rents, for they are accountable for these rents, not to the Minister of Finance, but to the defendants, the holders of the title. The diminution of the supposed extent of the "Crown Lands" by the decree above referred to in favor of defendants, is a matter not raised by the bill and the enquiry as to who should be made good in consequence of the diminution, whether the Crown or the public Treasury, is therefore not pertinent to the issues before me.

I do not think the bill is demurrable on account of the non-joinder of the Commissioners of Crown Lands.

The second question is, should the executors of the will of the late R. Keelikolani be made parties instead of her heir and devisee.

It is elementary law that it is not necessary to make the personal representatives of a mortgage parties to a bill for fore closure of a mortgage upon real estate. See Story's Eq. Jur. Sec. 175. The learned author says this is not necessary even though the mortgage is primarily a debt chargeable upon the personal assets.

If the bill sought to charge the personality of the deceased defendant with this claim or to recover from it any deficiency over and above the proceeds of of the land, her personal representatives should be made parties, otherwise not. It was so held in *Leonard* vs. *Morris* 9 Paige 89. I think the heir and devisee who holds the title to the real estate sought to be charged with a lien is the proper party defendant. The case of *Campbell* vs. *Kamaiopili* 3 Hawn. R. 477 is in point.

The objection taken by defendants that the administrator of Kamehameha IV had no authority to sell the deceased King's lands in order to pay his debts, I do not think is tenable. The jurisdiction to order such sales when the personal estate is insufficient has been exercised by the Probate Courts of this Kingdom from the time of their creation and a confirmatory statute was passed by the Legislature of 1876. The administrator did as a matter of fact sell many of the King's private lands in pursuance of the authority of the Probate Court.

I do not think that the fact that the law set apart one fourth of the revenues of the Crown Lands to be devoted to the repayment of the advances made by the Treasury affects this case.

Nor do I think the issues raised in this case are affected by the subsequent act of 1866 which discharged the Commissioners of Crown Lands from all liability to repay these advances. This law made the grant in relief an absolute gratuity, the object of the Legislature being to relieve the Royal Domain of the mortgages upon it and thus benefit the reigning Sovereign by enhancing the revenues of the Crown Lands. I can see nothing in the Acts indicating that their object was to benefit the heirs-at-law of Kamehameha IV. The reigning Sovereign Kamehameha V, was not the deceased King Kamehameha IV's heir-at-law. The statutory heirs of Kamehameha IV were his widow and his father.

The remaining question is whether the bill shows title to the plaintiff to relief in equity.

Is there a lien in equity in favor of the public Treasury upon the premises in question by virtue of the Treasury having paid the mortgage upon it? Is the Minister of Finance subrogated to the rights of the mortgagee?

The decision of these questions involve the discussion of many points not easy of solution.

The duty was by the law cast upon the Minister of Finance in connection with the Commissioners, to negotiate for the redemption of the mortgages, and he was to issue the bonds and use them to "extinguish those mortgages which may remain unsatisfied after the administrator of his late Majesty's estate has exhausted all the estate belonging to his late Majesty, in a private capacity, which the administrator may be legally entitled to use for the payment of the debts of the estate."

The bill alleges that the Minister of Finance, believing that all the private estate of Kamehameha IV had been sold in accordance with the provisions of the law, issued $27,000 of Government bonds and extinguished the mortgages, paying the amounts due to the several mortgagees.

Subrogation is defined by Sheldon to be "the substitution of another person in the place of a creditor so that the person in whose favor it is exercised succeeds to the rights of the creditor in relation to the debt. The substitute is put in all respects in the place of the party to whose rights he is subrogated.

"Subrogation is treated as the creature of equity and is so administered as to secure real and essential justice without regard to form and is independent of any contractual relations between the parties to be affected by it." "It is broad enough to include every instance in which one party pays a debt for which another is primarily answerable, and which in equity and good conscience, should have been discharged by the latter; but it is not to be applied in favor of one who has officiously and as a mere volunteer, paid the debt of another, for which neither he nor his property was answerable and which he was under no obligation to pay; and it is not allowed where it works any injustice to the rights of others." Sheldon on Subr. Sec. I.

Bispham says, "The principle is a general one, and will apply in every instance (except in the case of a mere stranger) where one man has paid a debt for which another is primarily liable." Bispham Principles of Eq. Sec. 337.

Chancellor Kent in the leading case in America, *Cheesebrough* vs. *Millard* 1 John. Ch. 412 says, "It is a rule which is founded on natural justice and is recognized in every cultivated system of jurisprudence."

The doctrine does not depend upon privity. It is not necessary to show any privity of contract between the Minister of Finance and the mortgagee.

The debt has been paid and the mortgage discharged. But this is not fatal to the application of the doctrine, "although as between debtor and creditor, the debt may be extinguished, yet as between the person who has paid the debt and the other parties the debt is kept alive so far as may be necessary to preserve the securities."

Wall vs. *Mason* 102 Mass. 316. This case is an instructive one. A grantee of land, who, through neglect to record his deed, has had the land taken from him on an execution issued upon a judgment rendered against his grantor in an action on a debt secured by a mortgage of the grantor's other land, may maintain a bill in equity against his grantor and the judgment creditor, to be subrogated, to the extent of his loss by the levy, to all the rights of the latter under the mortgage, not required for the full satisfaction of the debt. It was claimed in the demurrer that the bill showed that the mortgage was extinguished and discharged by the levy so that the judgment creditor had no rights to which the plaintiff could be subrogated or which could be assigned to the plaintiff; also that the plaintiff omitted to record his deeds as required by law through no fault of the defendants but through gross negligence from the consequences of which he had no ground of relief in equity. Chapman J. says "The doctrine of subrogation is not founded in contract, either, express or implied, but is resorted to for the sake of doing justice between the parties. In the present case, the plaintiff, by neglecting to record his deed, left his land exposed to be attached and taken on execution by the creditor of his grantor. It has been taken and set off by the defendant Thayer. The plaintiff has thus paid his grantor's debt which the grantor ought to have paid himself; and it is but just that he should have the benefit of the security which his grantor had previously given to the creditor for the debt." I will again refer to this case later on.

The mortgage upon the land in question should in equity and good conscience have been paid by the administrator of the estate of Kamehameha IV. out of the proceeds of the land itself, for it was private land of the King. The Minister of Finance was not a mere volunteer, for it is to be presumed that he was requested to pay this mortgage by the administrator. He cannot be regarded as having made the payment officiously and without any color of obligation to do so. The act in question placed the obligation upon him to discharge the mortgages upon the Crown Lands. In attempting to do this he made the double mistake, first, of paying the mortgage before the administrator had exhausted the private lands of his intestate, and secondly, of paying a mortgage existing upon a private land of the King. But he nevertheless paid a debt which the administrator or the heirs at law of the King should have paid, and under the definitions above given of the doctrine of subrogation, he should have the benefit of the security given by the ancestor of the heirs at law to the mortgagee.

"Where the owner of premises conveyed to him subject to a mortgage, in ignorance of the lien thereon of a judgment against a former owner, subsequent to the mortgage, pays the mortgage and causes the same to be satisfied of record, he is entitled to have the same reinstated as a lien prior and paramount to the lien of the judgment." *Barnes* vs. *Mott* 64 N. Y. 397. Here the Court say "So much of the judgment as restores the mortgage upon the premises now owned by the plaintiff, paid off and satisfied by the devisees of Burr, the then owners, and reinstates the same as a lien upon the mortgaged premises prior and paramount to the lien of the judgment recovered by Orchard and assigned to the defendant, is clearly right. Upon payment of the mortgage by the then owners of the premises, they were entitled to all the rights of the mortgagee and to an assignment of the mortgage; and having caused the same to be satisfied under circumstances authorizing an inference of a mistate of fact, equity will presume such mistake and give the party the benefit of the equitable doctrine of subrogation. To do this in this case is to prevent manifest injustice and hardship and interferes with no superior intervening equities."

Here the payment was made in ignorance of the fact of a judgment lien.

In the case from 102 Mass. the payment was made (or rather the land was levied upon) because the grantee had, through ignorance of law, not recorded his deed.

In the case before us, the Minister of Finance was ignorant of the fact that the mortgaged premises was private land of the King. He acted under the mistaken belief that the land was Crown Land. Is this such a mistake as will entitle him to relief?

The general rule is that ignorance of law will not furnish an excuse for any person, either for a breach or for an omission of duty. 1 Story's Eq. Jur. 110. The presumption is that every person is acquainted with his own rights, provided he has had a reasonable opportunity to know them. Judge Story says, id. Sec. 116, "that whatever exceptions there may be to this rule they will be found to have something peculiar in their character and to involve other elements of decision." Judge Story id. 120 says "The most general class of cases relied on as exceptions to the rule, is that class where the party has acted under a misapprehension or ignorance of his title to the property respecting which some agreement has been or conveyance executed. So far as ignorance in point of fact of any title in the party is an ingredient in any of these cases they fall under a very different consideration." Numerous cases are given where equity relieves a person who had parted with a title of whose existence he was wholly ignorant Id. Secs. 123, 124, 125.

In 15 American Decisions 162, the case of Black and Ward from 27 Mich. 191 is commented upon and all the principal authorities are well reviewed. I excerpt the following: "The case of *Brigham* vs. *Brigham* 1 Ves. Sen. 126 is an important case on this side. The plaintiff had purchased an estate which already belonged to him, under a mistake of law, and the Court ordered the defendant to refund the money, holding that there was a plain mistake, such as the Court was warranted to relieve against."

"The Master of the Rolls. Sir John Leach, in a later case (*Cockerell* vs. *Cholmley* 1 Younge and Coll. 418) said that "no man can be held by any act of his to confirm a title, unless he was fully aware at the time, not only of the facts upon which the defect of title depends, but of the consequences in point of law; and here there is no proof that the defendant at the time of the acts referred to was aware of the law on the subject." The annotator adds that he believes the true principle to be deduced from the case pro and con, and one which strongly commends itself to our notions of right and justice, is that laid down by Lord Mansfield in *Bize* vs. *Dickason* 1 T. R. 285, namely: that if a man has actually paid what the law would not have compelled him to pay, but what in equity and conscience he might, he cannot recover it back. But when money is paid under a mistake, which there was no ground to claim in conscience, the party may recover it back again." The Connecticut cases are in accord with this view.

In the 19 Conn. 548 *Northrop* vs. *Graves* the Chief Justice said "We do not decide that money paid by a mere mistake in point of law can be recovered back, as if it had been paid by an infant, or by a *femme covert*, or by a person after the statute of limitation has barred the action, or when any other merely legal defense exists against a claim for the money so paid, and which might be honestly retained. But we mean distinctly to assert, that where money is paid by one under a mistake of his rights and his duties, and which he was under no legal or moral obligation to pay, and which the recipient had no right, in good conscience to retain, it may be recovered back in action of indebilatus assumpsit whether such mistake be one of fact or of law; and this we insist may be done upon the principle of christian morals and the common law." This principle was reaffirmed in *Stedwell* vs. *Anderson* 31 Conn. 139.

I think it is clear from the above cases that where reasons exist in equity and good conscience why the relief should be granted, the fact that the mistake was one of law should not prevent the granting of the relief.

From 2 Pomeroy Sec. 849, I take the following: "Courts have felt the imperative demands of justice and have aided the mistaken parties, although they have often assigned as the reason for doing so, some inequitable conduct of the other party which they have inferred or assumed. The real reason for this judicial tendency is obvious, although it has not always been assigned. A private legal right, title, estate, interest, duty or liability is always a very complex conception. It necessary depends so much upon conditions of fact, that it is difficult, if not impossible, to form a distinct notion of a legal right, interest, or liability, separated from the facts in which it is involved and upon which it depends. Mistakes, therefore, of a person with respect to his own private rights and liabilities, may be properly regarded—as in great measure they really are—and may be dealt with as mistakes of fact. Courts have constantly felt and acted upon this view, though not always avowedly. Lord Westbury openly declares that such misconceptions are truly mistakes of fact."

In the case before me the Minister thought that "Honolulu Hale" was Crown Land. The fair inference from the bill is that he did not know that it was not listed in the statutory schedule of the lands reserved by Kamehameha III, to his heirs and successors. He may have thought, as many have, that all the lands of which Kamehameha III. died seized were Crown lands whether in the schedule or not.

I cannot hold that this was a mere mistake of law, with a full knowledge of the facts. It was not a naked mistake of fact unattended with any special circumstances, for it seems to me that the Minister may have reposed special confidence in the representations and peculiar knowledge of the Administrator of Kamehameha IV's estate who held the evidences of title that the premises in question was "Crown Land." It is to be presumed that the Administrator thought it was. Fraud or deception on his part is not to be presumed. It seems to me that it was a mutual mistake. In fact the error was common to all who participated in the transaction.

I think the Minister of Finance representing the public Treasury is shown by the bill to have a lien upon the "Honolulu Hale" premises to the extent of the amount of its value at the time the mortgage was released.

The demurrer is overruled.

Attorney-General Neumann for plaintiff; A. S. Hartwell for Mr. and Mrs. Bishop; F. M. Hatch for Queen Emma.

Honolulu, July 23, 1885.

In the Supreme Court of the Hawaiian Islands—In Equity. In Banco. July Term 1885.

M. S. Grinbaum & Co. vs. The Heeia Sugar Plantation Co. et. al.

Before Judd, C. J., McCully and Preston, J. J. Opinion of the Court by Preston, J.

This is an appeal by the defendant The Heeia Sugar Co. from a decision of the Chancellor made on the 17th instant denying a motion made on behalf of the said defendant to rescind the decree of foreclosure and sale made herein.

On behalf of the defendant it was contended that as the complainant's had not kept a separate account of the moneys due on account of the mortgage and of the account current for advances for carrying in the plantation and as they had received payments in cash from the defendant, it was their duty to appropriate the moneys received in payment of the interest due on the mortgage, or at all events considering their position as agents for the defendant, to have given notice of their intention not to apply it for that purpose.

Counsel for the defendant argued that the rule of the Civil law respecting appropriations should be adopted in this case.

The Court however sees no reason for departing from the course hitherto taken of adopting the rule of the Common Law.

The Court adopt the reasoning of the Chancellor as contained in his decision and affirm the order made by him.

A. S. Hartwell for complainant; P. Neumann and F. M. Hatch for defendant.

Honolulu, July 31st 1885.

Gazette Supplement, August 12, 1885.

The British Cabinet.

The following epitome of the careers of the members of the new Cabinet of Great Britain and Ireland, may be interesting, as showing the usual course of education and training which lead to the highest offices of State in that Kingdom:

The public school, the university, oftentimes a profession, a seat in the House of Commons, is the almost universally trodden road to the Government of Great Britain. The annexed sketch will show how far the members of the present Cabinet have qualified themselves for their respective posts, as to education and general experience of public business.

Lord Salisbury, Prime Minister. Educated at Eton and Oxford, (fellowship) sat in the Commons for fifteen years.

Hardinge Giffard, Lord Halsbury, Lord Chancellor, is an M. A. of Oxford, has been Solicitor-General and member of the House of Commons for eight years.

Stafford Northcote, Lord Iddesleigh, First Lord of the Treasury, Eton and Oxford, a barrister, has been in the House of Commons for thirty years.

Lord Carnarvon, Lord Lieut. of Ireland, Eton and Oxford, (1st class classics) was never in the Commons, but has held office as Under-Secretary or Secretary of State for seven years.

Lord Cranbrook, President of the Council, educated at Shrewsbury and Oxford, a barrister, sat in the Commons for twenty-two years, has held several important offices, Cabinet and other.

Lord Harrowby, Privy Seal, educated at Harrow and Oxford, in the Commons for seventeen years, has held several important offices.

Sir M. Hicks Beach, Chancellor of Exchequer, Eton and Oxford, now twenty years in the House of Commons, has held many important offices.

Sir Richard Cross, Home Secretary, educated at Rugby and Cambridge, a barrister, twenty years in the House of Commons; has held the same Cabinet office before.

Col. Hon. F. A. Stanley, Secretary for the Colonies, educated at Eton, and thence entered the army. Twenty years in the Commons and has held office, but not in the Cabinet before.

Rt. Hon. W. H. Smith, Secretary for War, schools or colleges not recorded. Member for Westminster for seventeen years, has held office in a former Cabinet.

Lord R. Churchill, Secretary for India, educated at Eton and Oxford, has sat in the Commons for eleven years, never held office before.

Lord George Hamilton, First Lord of Admiralty, educated at Harrow, thence passed into the army, seventeen years in the House of Commons, has held various offices before.

Rt. Hon. Ed. Gibson, Lord Chancellor of Ireland, educated at Trinity College, Dublin. Member for Dublin University for fourteen years, and Attorney-General for Ireland for three years.

Lord Jno. Manners, Postmaster General, educated at Eton and Cambridge, has sat in the Commons for forty years and held many important posts, his present one among others.

The Duke of Richmond and Gordon, President of the Board of Trade, educated at Westminster and Oxford, twenty years in the Commons, has held the same and other posts.

Hon. Ed. Stanhope, Vice President of the Council, educated at Harrow and Oxford, (fellowship) a barrister, entered the House of Commons in 1874, has held sundry important offices.

The Cabinet thus consists of sixteen Ministers, of whom seven, including the two recent creations, are Peers, four inherited and three achieved their rank, and six of the seven have represented constituences in the House of Commons.

The oldest Minister is Lord Cranbrook, aged 71 years, the youngest is Randolph Churchill, 36 years, giving a mean of 54½ years.

Of the great public schools Eton is represented by seven, Harrow by three, Rugby, Westminster, Dublin and Shrewsbury one each.

Of Universities, Oxford claims ten, Cambridge two, Dublin one, and three are non University men.

Of professions, there are six members of the Bar, and two army men. Seven of the other eight have not practiced any profession, the eighth, Rt. Hon. W. H. Smith is the great news agent, whose name may be seen over every book stall in every railway station throughout the United Kingdom. He was elected by the great city of Westminster in 1868, his antagonist being the late Jno. Stuart Mill, and he has sat for that constituency ever since.

The above is an accurate analysis of the composition of the new English Ministry.

Eskimau Baby Life.

When a baby Eskimau's mother makes the hood for her reindeer suit she stretches it into a long sack or bag that hangs down behind and is supported by her shoulders, and this bag of reindeer skin is his cradle and home, where he lives until he is able to walk, when he gets his own first suit of clothing.

This, however, is while the baby Eskimau is out of doors or his mother is making a social visit. When at his own home, in order not to trouble his mother while she is sewing, or cooking, or doing such other work, the little baby is allowed to roll around almost without clothing among the reindeer skins that make the bed, where it amuses itself with anything it can lay its hands on, from a hatchet to a snow-stick.

You doubtless think little Boreas should have a nice time rolling around to his heart's content on the soft, warm reindeer skins, but when I tell you more about his little home you may not then think so.

"But won't the snow melt and the house tumble in?" you will ask. Of course it will, if you get it warmer than just the coldness at which water freezes; but during the greater part of the year it is so cold that the snow will not melt, even when the Esquimaux burn fires in their stone lamps inside these snow houses; so by closely regulating the amount of the fire, they can just keep the snow from melting. In short, it must always be cold enough in their home to freeze.

So you can see that the little Esquimaux cannot have such a very nice time, and you can't see how in the world he can be almost naked all day long when it is so cold. But such is the fact.

Yet, in spite of all this, the little fellow really enjoys himself. He gets used to the cold, and has great fun frolicking around on the reindeer skins and playing with his toys; and when I have told you some other stories about the cold these little fellows can endure, you can understand how they can enjoy themselves in the snow huts, or igloos, as they call them when it is only a little colder than freezing.

At times the fire will get too warm in the snow house, and then the ceiling will commence melting, for you will perhaps have learned at school that when a room becomes warmed it is warmer at the ceiling and cooler near the floor. So with the hut of snow; it commences melting at the top, because it is warmer there, and when two or three drops of cold water have fallen on the baby's shoulders, his father or mother finds that it is getting too warm, and cuts down the fire.

When the water commences dropping, the mother will often take a snowball from the floor, where it is colder than freezing, and stick it against the point where the water is dripping. There it freezes fast and soaks up the water just like a sponge until it becomes full; and then she removes it and puts on another, as soon as it commences to drop again. Sometimes she will forget to remove it, and when it gets soaked and heavy with water and warm enough to loose its freezing hold, down it comes! perhaps right on the baby's bare back, where it flattens out like a slushy pan-cake—or into his face, as it once served me.—*St. Nicholas.*

Lithography.

The art of lithography, or printing from stone, now so extremely common, was the result of an accidental discovery. Alois Senefelder, a poor musician of Munich, Bavaria, used to engrave his own compositions. As copper plates were too expensive, he tried etching on stone, but was not successful.

One morning, his mother asked him to make out the washing bill, and in his hurry he caught up one of his polished stones, and wrote out the bill on that, with the peculiar ink he had prepared for his experiments. Some time after he found that the ink had firmly set in the stone.

He then conceived the idea of causing an acid to eat away the stone where it was not protected by ink. One experiment led to another, and the process of lithography was invented. The idea was to make a drawing with a greasy substance. On passing a roller covered with peculiar ink over the stone, the lines drawn took the ink, and the rest of the stone was left clean.

It was in 1799, only three years after the first discovery of the process, that Senefelder obtained the exclusive privilege for lithography in Bavaria, and the venture was highly successful.

There is something remarkable in the fact that if Senefelder had experimented with any other stone, he would have failed, for although there are other deposits in the world that can be used instead of the Kelheim stone, there are none equal to it.

A New Torpedo.

For a year or so past experiments have been carried out to test the extraordinary powers claimed for a new torpedo invented by Mr. Brennan, a young Australian, and offered by him to the British Government. The Admiralty granted to the inventor the use of a casement on the upper tier of Garrison Point fort, Sheerness, and a torpedo factory was erected outside the fort with a tramway running down to the sea beach. With these advantages and ample sea room in front, the preliminary trials have taken place, and the mechanism has been so far perfected as to admit of an official inspection. This has proved so satisfactory that the Admiralty have already agreed to adopt the torpedo as a part of the national armament. According to report, the inventor is to have a very handsome reward, and various sums ranging from £40,000 to £100,000, are mentioned, while it is positively asserted he has been paid £10,000 on account. The new torpedo, which is of the aggressive class, is altogether distinct in principle from the Whitehead, the Harvey, or any other system known in the service. In many trials which have taken place in public, a machine something like the section of a boat has been seen to descend to the water's edge by means of a carriage on the tramway and plunge into the sea, through which it has shot at a marvelous speed estimated by some observers at fifty miles an hour. Its principles have now, however, been explained without reserve to many officials and others, and will shortly be taught generally thoughout the navy. There will consequently be no longer any attempt to keep the secret, and it may be explained that the torpedo is impelled by a steam engine, which is stationed within the fort, and acts upon it by winding in very rapidly two wires coiled round reels within the machine. As the wires are independent of each other and actuate different propellers, the torpedo can be steered from the engine with great accuracy it is even practicable to stop the messenger in full flight and send him on again, but this is thought to try severely the endurance of the wires, which are as thin as those of a birdcage. Jets of light are produced by some chemical agency, and are simply to indicate the position of the torpedo at night, but being screened in front they are visible only to observers in the rear. Travelling with little of its body above water it would scarcely be seen by an enemy until too close for resistance or escape, and as its speed increases the harder it is pulled, the last part of the journey can always be the fastest.—*London Times.*

A Dinner Suggestion

At a dinner given lately, each gentleman on entering the house had an envelop handed to him with his on the outside and inside the name of the lady he was to take into dinner. Is not this a rather convenient and pleasant arrangement? Convenient for the hostess, because her guests being placed, in her own mind days before, it still remained for her to communicate to each gentleman her will and pleasure, which the little envelop does most satisfactorily. Pleasant for the guest because, during the few moments spent in the dressing-room, regarding his white tie with joy or chagrin, as the case may be, he has ample opportunity to sketch out his plan of conversation for the evening, suiting it, if he is happy enough to know the fair one who is to be his company for some hours to come, to her tastes and attainments, even indulgently pandering to her hobbies if he be amiable. If the lady is a fair unknown, a guest from another town, a few leading remarks upon other cities always complimentary to the absent, will fit in pleasantly and will soon bring into view the favored place whence she has come after which an inexhaustible subject of conversation will hold the floor until the last course and the rising of the hostess announces the dinner is over.—*Philadelphia Call.*