

5

{ WHOLE No. 1270.

MISCELLANEOUS.

FIRE INSURANCE.
—
Royal Insurance Co
LIVERPOOL,
Capital and Funds. - \$ 29,000,000
UNION—New Zealand,
Capital. - - - \$ 10,000,000
— TAKE BILLS ON —
SHEPHERD & CO. MERCHANTS

MACHINE, FURNITURE

And all other Insurable Property at
Current Rates.

JOHN S. WALKER,
Agent for Hawaiian Islands.

MARINE INSURANCE.

—

The undersigned is authorized to take
Marine Risks on
HULLS, CARGOES,
FREIGHTS and
COMMISSIONS.

At Current Rates in the following Com-
panies, viz:

Union Fire and Marine, of New
Zealand,
Madgebury General Ins. Co.,
Sun Insurance Co., San Francisco.

JOHN S. WALKER,

12764y Agent for Hawaiian Islands.

Hawaiian Stamp Collectors

WILL DO WELL TO IN-
crease Prices allowed for Hawaiian Post-
age Stamps by the undersigned before sending
to a foreign country, in exchange for Stamps
from every of stamps of all countries which I
have to select from. The following prices are
allowed:

1 cent, second-hand	4 cents per 100
---------------------	-----------------

Cost	Revenue	Cost	Revenue
100	100	100	100
200	200	200	200
300	300	300	300
400	400	400	400
500	500	500	500
600	600	600	600
700	700	700	700
800	800	800	800
900	900	900	900
1000	1000	1000	1000

8-0675. 100
A. 10 cents stamps \$2.00 per 100. Higher
maximum in notes.
W. Z. REYNOLDS
200 N. 4th St., Suite 201, Fort
GARDNER K. WILDER,
Attorney at Law,
Office—Honolulu Hale, Merchant Street,
77 1204-15
R. W. WILCOX,
Civil Engineer and Surveyor
HONOLULU, H. I.
OFFICE—Corners of Beretani and Elee Sts.
[CP STAKES]
Send orders from the other Islands promptly
220 Attended to. 12

Attorney at Law.

KOHALA, HAWAII. 17
H. H. WILLIAMS & CO.
 Importers. Manufacturers. Upholsterers.
 — AND DEALERS IN —
 FURNITURE OF EVERY DESCRIPTION.
 Pianos and Musical Instruments.
 1244 NO FORT STREET. 18

WILLIAM C. ACHI.
 Attorney and Counsellor at Law, and
 Real Estate Broker.
 ATTORNEY AT THE CORNER OF THE KINGDOM
 OFFICE, No. 11 Kaimukia Street.
 1246 Kaimukia B. E. 19

HAWAIIAN WINE CO.,
 No. 24, Merchant Street, - - Honolulu
FRANK BROWN.

A. B. LOEBENSTEIN.

Surveyor and Civil Engineer.
1242 HILLO, HAWAII. 6m

A. M. SPROULL,
Civil Engineer and Surveyor.
Fort Street. - - - Honolulu.
(1261-5m)

Frank J. Kruger
Practical Watch Maker & Repairer
Is present located at S. Davis's Tailor Shop
Orders from the other Islands will be carefully
attended to. Send care of S. DAVIS. 1230-4m

W. L. ROSE,
HILLO, - - - HAWAII.
-DEALER IN ALL KINDS OF-

Agate and Granite Ware,
— ASSORTMENT OF —

IMPROVES. WITH ALL KINDS OF
STOVE PIPING.
All this Stock will be sold at Reasonable Prices.
We would advise you to Place orders early.
Please Give Me a Call. **754**
[1910-1911]

UNION FEED CO.,
—DEALERS IN—
HAY AND GRAIN
Green and Edinburgh Sts.
Telephone 175.
All orders solicited.
[1911-1912]

IF YOU WANT ALL THE NEWS
read the DAILY P. C. ADVERTISER.

TEN - PAGE EDITION.

[From Our San Francisco Correspondent.]

questions, will give every facility for such debate at the earliest possible

tried to withdraw it, but was too late, as thousands of copies had al-

The National Gazette favors Von

ture of the communications between Herbert Bismarck and Ham

composed of representatives from Samoa, Germany, England and the

meeting to the American delegates.

that Phelps will become chief of the

the Emperor conversed in a friendly manner with the Commissioners, who were delighted with the occasion.

by the Emperor because they were

The Post's Berlin correspondent

A special from the Berlin corres-

German lives, and said he desired
to be heard on the losses to German
business.

The English and American delegates express satisfaction at the pro-

he says the disorders in Samoa were

the part of Bismarck to persist in his indemnity demands.

sented to the appointment of Buckingham as American Secretary of the conference.

skill and bravery displayed by off-

The Nipsic had been repaired and

injury below the water-line by going ashore at Ania.

claim that the country is crowded with unemployed.

London on April 17th. The sugar market is much excited owing to the remark let fall by Baron de

his season, in consequence of the small yield estimated to be obtained

and in his pocket, and taking from

President (debating club): "Well, we have had some stirring speeches

At the negative side of the question of the evening, "Is Marriage a Failure?" but none of the gentlemen appointed to speak on the affirmative side have responded. "Secretary (whispering): "Their wives are here." The President (loudly): "Owing to the lateness of the hour, further debate is postponed." Addressed. (The foregoing does not describe the recent discussion in the Lincoln Debating Society.)

At the Museum.—Jack's Mamma (sighing to be impressive): "Just think, Jack, this was some little fellow's mamma." Jack (after some moments of intense thought): "If the mamas turn into mummies, what do the papas turn into? Pup-

Hawaiian Gazette

EST. 1864 BY J. B. HARRIS.

TEN-PAGE EDITION.

TUESDAY, MAY 14, 1889.

NEW PRINTING OFFICES.

The number of persons in this little community who desire to snare paper and monkey with type, is at all times considerable. Just now, the activity of this esteemed class of our fellow citizens seems rather on the increase. Several enterprises are reported, some with apparently substantial backing, and others whose corporations are as yet in the nebulous or gaseous stage of their evolution.

Hon. John E. Bush, who was a very good practical printer, before he left the case to embark upon the more attractive but uncertain sea of politics, returned from San Francisco by the *Unadilla*, bringing with him the plan for a new printing office. It embraces a large assortment of book, job and newspaper types, and the work is to be done on a Hoe cylinder press, which is expected to arrive next month. With these facilities, Mr. Bush expects to do work cheaper and better than it has ever been done here. His first attempts will be with one or two religious works for the Seventh Day Adventist Church to be issued in the Hawaiian language.

Besides this enterprise, new printing offices have been established in the Kamehameha and the Hilo Boarding Schools. Both these are fitted with fine types and improved presses, designed to instruct the pupils attending them in the art preservative of all other arts.

Then we have also the proposed printing office for the *Hilo Daily Record*—a weekly or daily paper to be issued under the supervision of Mr. Macdonald, in the capital city of Hawaii. This office is to be fitted with a good assortment of job types for doing any work that may be required to be done in that part of the kingdom. If these enterprises accomplish to other good, they will serve to educate a class of mechanics who can always find employment either here or on the coast.

In addition to the above, it is well understood that parties not unknown to local fame are anxious to obtain unto themselves "organs" wherein they may express their ideas of men and things, and particularly to impress upon the public mind the belief that the entire political and social machinery of the Hawaiian Islands will inevitably relapse into primordial chaos, unless they and their followers are given entire control of things, at the next general election. Altogether, there seems to be a prospect of a lively season among the ink slingers.

ELECTORAL RIGHTS OF HAWAIIANS.

The discussion of the above topic which has been going on lately in the Bulletin seems to us rather unprofitable, and entirely irrelevant to any practical issue which is now before the country, or which is likely to be for an indefinite time to come.

Everybody knows, and no one better than themselves, that the native Hawaiians have, not only all the elective franchise which they ever had at any time, but that under the present constitution, their rights in this respect have been very materially enlarged in many directions since 1852. Possessing the right to vote upon precisely the same terms as foreigners of American and European descent, regardless of all considerations of race or color, the native Hawaiians ought to be content, and we see no reason to doubt that they are, a few pestilent and mischief making demagogues to the contrary notwithstanding.

The man who would encourage the native to claim special and superior electoral rights as against the white settlers in the country, is not the Hawaiians' friend, whatever fine professions he may make. If those who are working to stir up race prejudice as a means of securing office and advancement for themselves, should find their ideas repudiated by the people in whose interests they pretend to be acting, it will not be the first time that the good sense and right feeling of the native has proved superior to the devices of his self-appointed and self-seeking representatives and spokesmen. We look for no serious movement in the direction of enlarging the already liberal basis of the franchise.

On the other hand we take it that

no man in his sober senses proposes to deprive the Hawaiians of any portion of the political rights which they now possess. The injustice, the impolicy and the impracticability of such a proposal is enough to stamp any one making it as either the crankiest of cranks, or else a knave, who for some ulterior and presumably mischievous purpose, is advocating doctrines in which he does not himself believe.

To which of these two classes the author of the Bulletin article signed "Equity" may happen to belong, we do not positively know, nor is it a matter of very much consequence, except in so far as it illustrates the Bulletin's "plan of campaign." Were we obliged to wager anything on the question, we think we would risk our little pile on the theory that the "Equity" article was a kind of dummy or man of straw, set up for the express purpose of allowing someone to exhibit his prowess by publicly and ostentatiously knocking the scarecrow down.

If such was the case, the thing was considerably overdone. The proposal to deprive the Hawaiians of their political rights, and deny them any voice in the government of their native country, was not only so unjust, but so utterly preposterous in every way, that it is very difficult to believe that it could have been put forward seriously or in good faith. We trust therefore that we shall be pardoned if we cannot entirely disabuse our mind of the suspicion that the chief object of the whole arrangement was to afford the Bulletin a plausible pretext for administering to the natives a strong dose of what is commonly known as "tuff." Incidentally, of course, it would be made to appear as though there really were foreigners here who were seeking to reduce the natives to a state of vassalage.

PUTTING CHARITY UPON THE STRETCH.

The Elele man is unhappy and who can blame him? In common with many professional patriots, white, brown and mixed he sighs for "the days that are no more," and are never likely to be again, in this country. As the Children of Israel, in their desert wanderings, looked back regretfully towards the flesh pots of the Egyptian bondage, so these worthies, reduced to the unwelcome and unaccustomed necessity of working for a living in a world whose practical maxim is "root, hog or die," long for a return of the time when they could walk up to the treasury on the last day of each month and "roll" a neat pile of coin for working the various little rackets the "old man" had always on hand, and all under the convenient guise of rendering public service.

No wonder it gives them the heart ache, and the stomach ache, and a harrowing doubt if life is worth living, as they remember how they used to enlarge their circumstances, and stimulate their abominable intellectual faculties, and lubricate their souls with the manifold good things dealt out without money and without price from the bounteous hand of Gibson's hash house. Such grief is natural and pardonable. We fancy we might even—with the aid of an onion—squeeze out a few sympathetic tears from our own and eyelids.

But it is really a little too bad that the intensity of the dear boy's feelings should betray him into such an exhibition as he made of himself the other day in the Elele. Not even a light head, a heavy heart and an aching stomach can entirely excuse a man for so disregarding facts and fairness as to make quotations from an anonymous letter in the Bulletin, and charge them to the account of the reform party in general and the *Advertiser* in particular.

The make up of the principal article in the last number of the *Advertiser*, our ally Elele, was as follows: First, a number of detached and entirely disconnected quotations were made from various articles which have appeared in the *Advertiser*. These were printed all along in a string, without reference to the sense in which they had been used, the circumstances under which they had appeared, or the context by which they were accompanied. We fear the fervor of the writer's emotions prevented him from realizing what a very old trick this is, as well as what a very poor one.

By a diligent application of this method, any person who has written much, can be made to appear in almost any light his quota desires, and represented as advocating any side of any question, without the slightest regard to the opinions he may really hold or have ex-

pressed. Sophistical theologians and logic-chopping sectaries of all kinds are particularly fond of dealing with the Bible after this schoolboy fashion. By quoting one part of the book without regard to any other part, by wrenching text from context, and picking out a sentence here, a verse there, and a clause anywhere, and putting them together to suit themselves, these people have made the sacred volume appear as endorsing innumerable and directly opposite doctrines.

To illustrate the Elele's style of argument, we will call the attention of the editor to the following scriptural quotations, with which, being a good churchman, he is of course familiar. They are no more disconnected, and not half as irrelevant as the quotations he has made from the *Advertiser* and Bulletin. Thus: "Judas went and hanged himself." "Go thou and do likewise." "That thou doest, do quickly."

But this survivor of the times before the flood is not satisfied with making chopped feed out of the sound mental and moral provender supplied by the *Advertiser*. To have our articles put upside down, our reasoning turned end for end, and our opinions represented as being exactly the reverse of what we have expressed, is too common an occurrence to be worth noticing. But when it comes to putting right along with the garbled extracts from the *Advertiser*, the most insulting and brutal expressions concerning natives, from the "Equity" letter in the Bulletin, and then charging the whole combination upon ourselves and our friends, even our lamblike disposition is subjected to a tension a little greater than it can quietly bear. We submit that not even the most liberal interpretation of the charity due the unfortunate and suffering, nor all possible allowance that can be made for the natural irritation of the unsuccessful politician and dilapidated "out," can justify the way in which the Elele is taking on.

SOME QUEER TIMEPIECES.

In the great museum at London is a small watch, 100 years old or more, in the shape of an apple. The golden outside is adorned with grains of pearl.

King George III. of England had a watch not larger than a 5-cent piece which had 120 parts, the whole not weighing quite so much as a 10-cent piece.

The rarest collection of old watches in the United States, if not in the world, is owned by Giovanni P. Morosini, at Irvington, on the Hudson. He has from 500 to 1000, worth about \$80,000.

In a Swiss museum is a watch only three-sixteenths of an inch in diameter inserted in the top of a pencil-case. Its tiny dial not only indicates hours, minutes and seconds, but also the day of the month.

About one hundred years ago a man named Dvor, made a very curious clock. Upon the top sat a negro, a shepherd and a dog. When the clock struck the negro played six times upon a flute, and the dog moved toward him as though glad to see him.

The Swiss watchmakers have invented a watch for the blind. A small peg is set in the middle of each figure. When the hour hand is moving toward a given hour the peg for that hour drops. The person finds the peg is down, and then counts back to twelve.

Catherine I. of Russia, had a musical watch. In the interior was the Holy Sepulchre and the Roman guard. By touching a spring the stones moved away from the door of the sepulchre, the guard knelt down, angels appeared, and the holy woman stepped into the tomb and sang the Easter song of the Russian churches.

A Great Hospital.

The Johns Hopkins Hospital was to be formally opened at Baltimore on May 7th. The seventeen building covers under roof over four acres of ground. It is the finest hospital in the world. The endowment is \$3,400,000. Over \$2,000,000 has been spent, and not only has the endowment remained untouched, but it has been increased by over \$200,000. The university and the hospital are separate trusts, but are managed conjointly. A medical school will be established in connection with the hospital. John Hopkins, the founder, has been dead sixteen years.

It is estimated that some of the seas at Apia in the great hurricane were fully forty feet deep.

Special Notices.

MR. W. F. ALLEN.

HAS AN OFFICE WITH MENNON, BISHOP & CO., corner of Merchant and Kamehameha streets, and will be pleased to attend to any business entrusted to him. 1221-22

THURM'S ALMANAC.

NOW HAND-BOOK EMELS THE HAWAIIAN ALMANAC AND ANNUAL for reliable statistical and general information relating to these islands. Price 50 cents, or mailed abroad to each reader.

THOMAS THURM, Publisher, Honolulu, H. I. 1221-22

THE KOHINOOR DIAMOND.

Insolent Letter from the Rebellion: Prince of India to Queen Victoria—Story of the Famous Jewel.

"Dhuleep Singh has written an insolent letter to her Majesty the Queen. He insists that the Kohinoor diamond shall be restored to him." The foregoing was telegraphed from London to the Sydney Herald on April 12, and that paper added the following comments:

"The diamond called the Kohinoor, or Mountain of Light, was found in the mines of Golconda in 1550, and is said to have belonged in turn to Shah Jehan, Aurangzeb, Nadir Shah, the Afghan rulers, and afterwards to the Sikh chief Runjeet Singh. Upon the abdication of Dhuleep Singh, the last ruler of the Punjab, and the annexation of his dominions to the British Empire, in 1849, the Kohinoor was surrendered to the Queen. It was accordingly brought over and presented to her, July 3, 1850. It was shown in the Great Exhibition, 1851. Its original weight was nearly 800 carats, but it was reduced by the unskillfulness of the artist, Hortensio Borghese, a Venetian, to 279 carats. Its shape and size resembled the pointed half (rose cut) of a small hen's egg. The value is scarcely computable, though two millions sterling have been mentioned as a justifiable price, if calculated by the scale employed in the trade. This diamond was recent in 1852 and now weighs 102½ carats."

The committee appointed to investigate the discovery of Pasteur for the extermination of rabbits have made their report in New South Wales. They found that the rabbits which had been inoculated with the virus of chicken cholera or which ate food which had been infected with the virus died, but that the disease was not communicated by one rabbit to another.

New Advertisements.

S. FOSTER & CO.,

WHOLESALE GROCERS

PURCHASING AGENTS.

Sole Agents for

Simpson's Top-o'-Can Brand

Diamond Creamery

BUTTER.

THIS CELEBRATED BUTTER IS of the finest quality, made upon the Danish and American systems combined. Packed in hermetically sealed tins, and warranted to keep in hot climates.

26 and 28 California St.

SAN FRANCISCO, CAL.

The Liverpool and London and Globe

INSURANCE CO

(ESTABLISHED 1841)

Assets.....\$40,000,000
Net Income.....\$2,100,000
Claims Paid.....\$112,500,000

Takes Risks against Loss or Damage by Fire on Buildings, Machinery, Sugar Mills, Dwellings and Furniture, on the most favorable terms.

Bishop & Co.

WILDER'S

Steamship Company

LIMITED.

STMR. KINAU

LORZEN : : : Commander.

Will leave Honolulu at 2 o'clock P.M., touching at Lualaba, Makara Bay and Makara Bay, and returning to Honolulu, on the following day, arriving at 11 o'clock A.M.

DELIVER HONOLULU : : : ARRIVE AT HONOLULU

Tuesday.....April 23 Wednesday.....April 24
Friday.....April 26 Saturday.....April 27
Tuesday.....April 30 Wednesday.....May 1
Friday.....May 3 Saturday.....May 4
Tuesday.....May 7 Wednesday.....May 8
Friday.....May 10 Saturday.....May 11
Tuesday.....May 14 Wednesday.....May 15
Friday.....May 17 Saturday.....May 18

STMR. LIKELIKE

DAVIES : : : Commander.

Leave Honolulu each week for Kure, Midway, Laysan, Palmyra, Johnston, and Kilauea.

STMR. KILAUEA HOU

CAMEROY : : : Commander.

Leave Honolulu each week for Papeete, Pohnpei, and Kilauea.

STMR. LEHUA

CLARKE : : : Commander.

Leave Honolulu each week for Kilauea, and Kure.

STMR. MOKOLII

McKEE : : : Commander.

Leave Honolulu each week for Kure, Midway, Laysan, Palmyra, Johnston, and Kilauea.

TICKETS per S. S. KINAU for the VOLCANO : : : \$50

W. C. WILDER, President.
S. B. BOVE, Secretary.
Capt. J. A. Kimo, Port Superintendent.
Office—Corner Fort and Queen Streets, Honolulu. 1221-22

New Advertisements.

CASTLE & COOKE,

HARDWARE AND COMMISSION

MERCHANTS,

Sugar Factors,

LIFE, FIRE AND MARINE

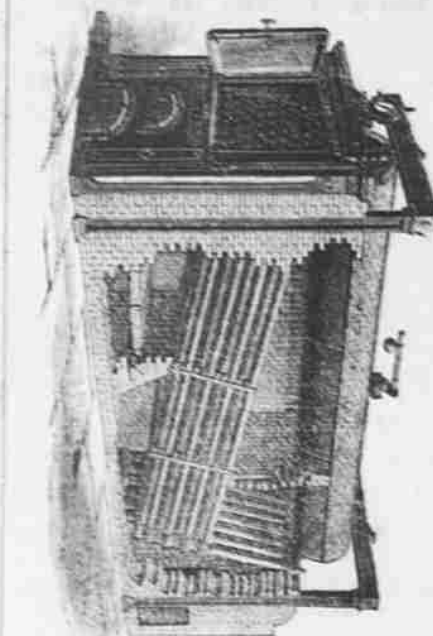
INSURANCE AGENTS!

HONOLULU, H. I.

(1221-22)

THE BABCOCK & WILCOX

Water Tube Boiler,



Is succeeding all other Steam Boilers — BECAUSE IT IS MORE — Economical of Fuel, Less Liable to Explode, Easier of Transportation AND COSTS NO MORE!!

Full description and prices can be obtained by application to:
W. E. ROWELL, Honolulu.

Sole Agent Hawaiian Islands

(1221-22)

CONSOLIDATED!

THE FIRMS OF,

Chas. Gray & Co., & T. W. Rawlins

Engaged in the Manufacture of Soap, have consolidated and will hereafter carry on the business under the firm name of

HAWAIIAN

Soap Manufacturing Company

At the premises formerly occupied at Lele,

KING STREET, HONOLULU.

Honolulu Oct. 1, 1888 1181-12

BENSON, SMITH & CO.

JOBBING AND MANUFACTURING

Fishplates, Bolts, Spikes, Switches, Portable Rails, Steel Sleepers, Portland Cement, Fire Bricks, Roof Slates, Baskets, Demijohns, Corks, &c.

STEEL RAILS.

Fishplates, Bolts, Spikes, Switches, Portable Rails, Steel Sleepers, Portland Cement, Fire Bricks, Roof Slates, Baskets, Demijohns, Corks, &c.

GROCERIES!

Pie Fruits, Sauces, Cond. Milk, Blue Mottled Soap, Windsor Soap, Wash Blue, Cream of Tartar, Carb. Soda, Vinegar, Biscuits, Stearin Candles, Rock Salt, Camphor, Safety Matches, Castor Oil, Epsom Salts, Hunyadi Janos, &c.

CROCKERY:

Dinner and Breakfast Sets, Plates, Bowls, Toilet Sets, Flower Pots, Assorted Crates, &c.

GLASSWARE: Tumblers, Wine Glasses, Sample Bottles, &c.

LIQUORS:

Champagne, Port Wine, Sherry, Bitters, Rheinwine, Claret, Cognac Brandy, Whiskey, Rum, Gin, Doornkat, Porter, Ale, St. Pauli Beer, Pilsener, Muller's Lagerbeer, &c.

Harzer Sauerbrunnen, (Mineral Water), Alcohol in bbls. and demijohns, &c.

HAVANA CIGARS,

American Smoking Tobacco, &c.

ALSO,

HAWAIIAN SUGAR AND RICE!

Golden Gate and Crown Flour, Bread, Salmon, Cal. Produce, &c.

For Sale on the most Liberal Terms and at Lowest Prices by

H. HACKFELD & CO.

(1214-22)

E. BRUNSWICK

BILLIARD AND POOL TABLE

MANUFACTURING CO. OF S. F.

EXPORTERS AND DEALERS IN

BILLIARD MATERIALS,

SPORTING GOODS, ETC.

C. J. MCCARTHY,

100 FORT ST., HONOLULU.

Sole Agent for Hawaiian Islands. 118

H. HACKFELD & CO.

HAVE JUST RECEIVED PER

Bk. C. R. Bishop

Per Steamers and other late arrivals, a large and complete assortment of

Dry Goods

SUCH AS

Prints, Cottons, bleached and unbleached;

Sheetings, Denims, Ticks, Stripes, &c.

A fine selection of

Dress Goods in the Latest Styles

Also, Curtains, Mosquito Netting, Lawns, &c.;

Woolen Goods of every description; A complete line

Tailors' Goods!

Clothing, O. & U. Shirts, Shawls, Blankets, Quilts, Towels, &c.

Handkerchiefs, Hosiery, Ribbons, Hats, Umbrellas, Carpets, &c.

Sealskin Traveling and Carriage Rugs, &c. Fancy Goods, Notions, &c.

Cs. of Best English and Australian HOGSKIN SADDLES!

BOOTS AND SHOES,

BAGS AND BAGGING

For every purpose:

Sail Twine and Filter-Press Cloth, Cutlery, Stationery, Jewelry, Perfumery, Pipes, &c.

VIENNA FURNITURE!

Looking Glasses, &c.

Pianos, Harpophones, Aristons, Accordeons, Harmonicas, &c.

WRAPPING AND PRINTING PAPERS.

Paints and Oils, &c.

Asphalt Roofing, Asbestos,

Barrels and Kags, Keg Shooks and Rivets,

2 Baxter Engines, Steam Pumps, Autograph Presses,

Iron Filter Presses!

Sugar Coolers, Iron Bedsteads, Galvanized Tubs and Buckets, Lanterns, Axes, Hammers, Tin Plates, Sheet Lead, Sheet Zinc, Galv. Iron Sheets,

Galvanized Corrugated Iron & Ridging

Screws and Washers;

GALVANIZED FENCE WIRE,

Barbed Fence Wire,

Yellow Metal, Comp. Nails, Iron Tanks,

STEEL RAILS,

Fishplates, Bolts, Spikes, Switches, Portable Rails, Steel Sleepers, Portland Cement, Fire Bricks, Roof Slates, Baskets, Demijohns, Corks, &c.

GROCERIES!

Pie Fruits, Sauces, Cond. Milk, Blue Mottled Soap, Windsor Soap, Wash Blue, Cream of Tartar, Carb. Soda, Vinegar, Biscuits, Stearin Candles, Rock Salt, Camphor, Safety Matches, Castor Oil, Epsom Salts, Hunyadi Janos, &c.

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Harzer Sauerbrunnen, (Mineral Water), Alcohol in bbls. and demijohns, &c.

HAVANA CIGARS,

American Smoking Tobacco, &c.

ALSO,

HAWAIIAN SUGAR AND RICE!

Golden Gate and Crown Flour, Bread, Salmon, Cal. Produce, &c.

For Sale on the most Liberal Terms and at Lowest Prices by

H. HACKFELD & CO.

(1214-22)

E. BRUNSWICK

BILLIARD AND POOL TABLE

MANUFACTURING CO. OF S. F.

EXPORTERS AND DEALERS IN

BILLIARD MATERIALS,

SPORTING GOODS, ETC.

C. J. MCCARTHY,

100 FORT ST., HONOLULU.

Sole Agent for Hawaiian Islands. 118

SALE OF GOVERNMENT LOTS AT KULA-
OAHU, HONOLULU.

On THURSDAY, May 10, 1889, at 12 o'clock noon, at the front entrance of Aliolani Hall, will be sold at Public Auction, Twenty-four (24) Building Lots, situated on the block bounded by Beretania, Young and Keolu streets, Honolulu.

Upper price—\$400 each.

In each case one lot will be offered with the privilege of six at the same price.

The terms and conditions of sale will be such as to the option of the purchaser, one-fourth cash and the remainder in equal installments payable in one, two and three years, with interest payable semi-annually at the rate of Seven per cent. per annum.

The purchaser must within one year from the date of purchase enclose the land bought by him with a good and substantial fence and lay on water from the Government pipes.

Special Patents will be issued for the land upon final payment of the purchase price.

A map of the lots can be seen at the Survey Office and on the Bulletin Board at the front door of the Government Building, and full particulars can be secured at the Land Office.

LOREN A. THURSTON,
Minister of the Interior.
Interior Office, April 13, 1889.
96-104, 125-44

Foreign Office Notice.

Official notice having been given that during the temporary absence of F. A. Schwenke, Esq., Consul for Italy, Italy-Honolulu, Esq., will discharge the functions of that office as Acting Consul, all persons are hereby notified to give full faith and credit to all the official acts of the said Italy-Honolulu, Esq.

JONA. AUSTIN,
Minister of Foreign Affairs.
Honolulu, May 10, 1889.
111 1270-44

Foreign Office Notice.

During the absence from his Post of Hon. J. B. Thurston, His Majesty's Consul-General at Hongkong, the functions of that office will be discharged by James Johnston Keenock, Esq., as Acting Consul-General.

JONA. AUSTIN,
Minister of Foreign Affairs.
Honolulu, May 10, 1889.
111 1270-44

Mr. J. K. KAO has this day been appointed a member of the Board of South Sea, Hawaii, vice J. W. Smith, resigned.

The Board now consists of:

S. K. KUMANO, Chairman.

J. W. KAHAKO, Secretary.

J. A. THURSTON, Minister of the Interior.

Interior Office, May 4, 1889. 1270-31

In Re Papekou Sugar Company.

DEPARTMENT OF THE INTERIOR.

Honolulu, April 22, 1889.

Whereas the Papekou Sugar Company has, pursuant to the laws in such case made and provided, duly filed with the undersigned a petition for the dissolution of the said Corporation, together with a certificate thereon as required by law. Now,

Notice is hereby given to any and all persons who have been or are now interested in any manner whatsoever in the said Corporation, that objections to the granting of the said petition must be filed in the office of the undersigned on or before the 20th day of June, 1889, and that any person or persons desiring to be heard thereon must be in attendance at the office of the undersigned at Aliolani Hall, Honolulu, at 11 o'clock a.m. of that day, and show cause why said petition should not be granted.

LOREN A. THURSTON,
Minister of the Interior.

1268-31

L. R. NAINOA has this day been appointed an Agent to grant Marriage Licenses for the District of Koolaula, Island of Oahu.

L. A. THURSTON,
Minister of the Interior.

Interior Office, May 1, 1889. 1269-31

Mr. S. K. KUMANO has this day been appointed Chairman of the Board of South Sea, Hawaii, vice J. W. Smith, resigned. The Board now consists of:

S. K. KUMANO, Chairman.

J. W. KAHAKO, Secretary.

J. A. THURSTON, Minister of the Interior.

Interior Office, April 24, 1889. 1268-31

JAMES W. COLVILLE has this day been appointed Chairman of the Board of South Sea, Hawaii, vice W. A. Lyman, resigned. The Board now consists of:

James W. Colville, Chairman.

A. von Grawert, Secretary.

L. A. THURSTON, Minister of the Interior.

Interior Office, April 22, 1889. 1268-31

Mr. ANDREW MOORE has this day been appointed a member of the Board of South Sea, Hawaii, vice W. H. Bishop, resigned. The Board now consists of:

John M. Hunter, Chairman.

W. H. Bishop, Secretary.

L. A. THURSTON, Minister of the Interior.

Interior Office, April 28, 1889. 1268-31

NOTICE!

THE UNDERSIGNED HAVING been duly appointed Administrator of the Estate of MRS. MARY A. ALEXANDER, late of Honolulu, Hawaii, deceased, Notice is hereby given to all persons to present their claims against the estate of said Mrs. M. A. Alexander, duly authenticated, to the undersigned at the Office of the Administrator, at the Hawaiian Hotel, Honolulu, within six months from the date hereof or they will be forever barred, and all persons indebted to said estate are hereby notified to make immediate payment.

J. P. BALDWIN,
Administrator of the Estate of Mrs. M. A. Alexander.
Honolulu, April 27, 1889. 1268-41

Hawaiian Gazette

EST. 1861. IN KEEPS.

TEN-PAGE EDITION.

TUESDAY, MAY 14, 1889.

THE NEWS BY THE ALAMEDA.

The foreign news to which we devote a considerable portion of our space in this morning's issue contains many items of interest to island people and will repay a careful perusal. The advance in sugar reported by the last previous arrival is fully sustained, and the tendency appears to be towards a strengthening of the market. The sensational charges against the American Refinery, based on alleged frauds in the rating of the Westmeath's cargo, have completely collapsed. Experts employed by the Treasury Department have reported that they find no evidence of the sugar being artificially colored, and the case has been decided in favor of the refinery. The American commissioners to the Berlin conference have been received with great cordiality, and all the indications are favorable to an amicable settlement of the Samoan question. Prince Bismarck's reception of Mr. Bates appears to have been especially friendly. The question of who shall represent the United States in these islands is still undecided, and at the last advice the fight over McKinley's appointment was waxing more bitter. The work of constructing ships of the most approved modern style for the new American navy is being pushed forward vigorously. The celebration of the centennial of Washington's inauguration as president, was something immense. It seems a pity that some notice of so interesting an event should not have been taken by the American residents in Honolulu.

THE METHOD OF CHOOSING JURIES.

Having referred once or twice lately to the lack of sound discretion occasionally shown in the selection of persons to serve as jurors, it seems proper that we should explain the process by which the selections are actually made under the present law. Twice in each year the clerk of the Supreme Court prepares two lists of fifty names each: one of Hawaiians and the other of foreigners. These lists are subject to the approval of one of the judges, who is usually but not necessarily the judge who is to hold the next trial term. These lists having been thus prepared and approved, constitute the material from which juries are to be drawn for the ensuing six months. There being four regular terms in each year, namely, in January, April, July and October, it follows, of course, that the persons whose names are on the lists, are liable for service through two terms.

As for the care to be used and the discretion exercised in making out and scrutinizing these lists, but little need be added to what has been said on former occasions. What is needed is somewhat more of carefulness in regard to the antecedents, habits and general reputation of the persons chosen. If a man is a notorious liar or blackguard, or so bitter a partisan as to be presumably incapable of acting fairly, these facts should be known to either the clerk or the judge, and in a community of the size and composition of ours, there is no valid excuse for those officials not knowing them. A somewhat higher standard as to the mental and moral qualifications needed in the jury box, as well as diligence and care in securing the same, might be expected and cultivated to advantage.

If existing conditions are in any way unfavorable to the easy securing of good juries, there are, as we intimated the other day, certain practical advantages which are more than compensatory. If the population is small, it is so much the easier for judges and clerks to know all that need be known about the men from whom they are to make their selections. Any defects of personal knowledge in this respect can be corrected by means of proper investigation, easily and readily made. On the other hand, while the community is small enough to make the necessary knowledge of individual character and qualification entirely practicable, it is quite large enough to allow a liberal discretion in making selections, and to effectually dispose of any pretense that it is ever necessary to put up with poor material on the ground of there being such a limited supply to choose from.

There are between thirty five hundred and four thousand voters in this district, and only one hundred names to be put on the jury list for each six months. Surely there is ample margin here for rejecting all bad or questionable material, and that too without imposing any unreasonable burdens upon a few, or compelling any one man to serve often enough to give just ground for complaint. But to accomplish these results, there must be system.

At the opening of each term, there are drawn by lot from each of the above described lists—one native and one foreign—twenty four names. These—forty eight in all—are the jurors for the term. Should it happen from any cause that more than this number are required, additional names are drawn in the same way, from the same lists.

Such, stated briefly and plainly, is the system now in operation. A careful examination of the law relative to jurors and juries reveals a number of what seem to us defects. It is our intention to point out, in a day or two, at least a portion of these, and indicate the direction in which changes are needed.

POLICE COURT.

A Brief Resume of the Most Important Cases During the Week.

The following named were fined or forfeited \$5 for drunkenness by Justice Foster on Monday: Waiwalea, Geo. Kalia, Sam Kahakua, Keaweale, Kawa, Edmund, Malulu, Kono, H. Hansen, Kamehameha, Peter Quinn, Billy Man, Maloe, John Waiwalea, Hele, Hama, Kalia, and David Anahulu.

Wm. Thomas Dunlap and Samuel Patterson, unlawfully importing 13 and 16 half pound tins of opium, respectively, were represented by Mr. Whiting and, pleading guilty, were each sentenced to pay \$250 fine, \$1 costs, and to be imprisoned at hard labor for twenty-four hours.

On Tuesday Yee Hon and Kaili were tried for affray. Kaili was discharged, but Yee Hon was fined \$2.50.

Two native women were charged with unlawful possession of opium. One was released; the other, Moanala, pleading guilty was sentenced to pay \$51 and do hard labor two months.

On Wednesday Kia was fined \$3.50, and Kalamia, Kamana and John Shaw, \$5 each, for drunkenness.

There were one discharge and two remandments in the Police Court on Friday.

H. Brooks was fined \$5 for leaving his licensed carriage at a liquor saloon.

CIVIL CASES.

S. K. Mahu and Nahawine Mahu, administrators estate D. K. Mahu, vs. W. O. Smith, administrator estate Kahalo, plaintiff. Judgment for plaintiff. Defendant appeals to Supreme Court appeal term.

D. T. Bailey vs. Hawaiian Bell Telephone Company. Damage. D. Dayton and J. A. Magoon for plaintiff; C. Brown for defendant. This is an action of damages for trespass, founded on the removal of a signboard of plaintiff, owner of the Crystal Soda Works, by the superintendent of the telephone company when the latter found the signboard interfering with the company's wires. Plaintiff testified he had spoken to one of the company's line-men, who at his request shifted the wires higher up and then said they were all right. He considered the damage was \$300. The line-man himself testified he told plaintiff the wires would be all right if insulated from the sign. J. Cassidy stated that eighteen wires touched the sign, and it being a wet day the wet wood distributed the electricity so as to derange the whole system. The case was continued for judgment.

W. C. Parker, assignee of W. H. Greenhalgh, bankrupt, vs. C. O. Berger, Assignee for \$155.40 goods sold and delivered. C. Brown for plaintiff; W. A. Whiting for defendant. Defendant filed set off for \$157.50. It was admitted that W. C. Parker is assignee of W. H. Greenhalgh. C. Bolte, who had power of attorney from Greenhalgh, testified the goods authorized him at a meeting to keep store open. Before the meeting defendant told him creditors were trying to buy goods at store so as to offset their claims. Defendant's wife bought goods, on which claim was sued, a few days after the meeting. Ernest Thrum, the clerk who sold the goods, did not remember defendant offering Greenhalgh's note to the court for payment for the goods. C. O. Berger testified to Greenhalgh making the note claimed as set off. Bolte paid him \$2.50 on it; balance was due and unpaid; he was at first meeting of creditors and after that would have nothing to do with it; he told his wife to go to the store and buy what she could get; later he offered Greenhalgh's note in payment; the \$2.50 was for fire insurance; the rest of the note was for life insurance. Judgment for plaintiff for amount and expenses, making \$171.79, and defendant's set off is disallowed, without prejudice to his right to file it as a claim against Greenhalgh's estate in bankruptcy. Appeal noted.

A. A. Montano vs. Enterprise Ranch Company. Damage \$200 for failure to deliver three cows secured for plaintiff at defendant's ranch. W. A. Whiting for plaintiff; J. A. Magoon for defendant. Judgment for defendant with \$5.50 costs. Plaintiff noted appeal.

Nancy S. Ellis vs. Iola. Action to recover summary possession of rented premises. W. H. Sea for plaintiff. Defendant agreed to quit premises before sunset on Saturday and pay \$2 costs, whereupon plaintiff discontinued.

On Saturday Jim Kikuna, who has given the police so much trouble in his brief career, was sentenced to one month at hard labor for stealing 25 cents from a woman at the Waikiki bath.

Judgment was given in the civil case of D. T. Bailey vs. Hawaiian Bell Telephone Co., for the plaintiff for \$29.75 including costs. Appeal noted.

THE SAMOAN SITUATION.

Important Facts and Interesting Details from our San Francisco Correspondent.

Ex-Minister Kasson, one of the Samoan Commissioners, who sails with Commissioners Bates and Phelps for Liverpool, in declining to express an opinion in regard to the stand taken by this Government, said:

"We all wish to enter the conference as free as possible from any utterances on the subject. We have considered the main question which confronts us for decision. It is to agree upon some mode of protecting the rights of foreigners at Samoa without interfering with native independence. Our general aim will be to secure good order at Samoa and maintain the principle of equal rights of the powers interested there. Kasson, when asked if he thought the destruction of the naval squadron at Samoa would affect the settlement, said he thought it would. There would probably be more strenuous efforts to reach a settlement so as to render unnecessary the maintenance of an armed force at the islands."

"Bismarck is a man of too much sense," said Kasson, "to let a man's views, as expressed in such a manner, influence him in a case like this. We are going over there to discuss the question of arrangement for securing the rights of foreigners in Samoa, without interfering with the native independence, and to secure good order in the islands upon principles of equal rights to the powers interested. We want to go into the conference with as much freedom from previously expressed views as possible."

"I must, therefore, decline to express any views in advance, save that I am sure the conference will be actuated by a desire to do justice to the honor of the countries interested, and to maintain the rights of all concerned."

Two or three circumstances connected with getting the Trenton ready for service marked her as a "Jonah," and several officers have had their orders changed when sent to her. The first attempt to launch her was December 30, 1875, but after two hours' work the effort was abandoned. Soon after being launched she was put into dock and coppered, and when she was taken out she was found to leak so badly that she had to be redocked. It was then found that two or three holes near the sternpost had been carelessly or maliciously bored and left without plugging. A few weeks later a large piece of the machinery fell from the crane when being hoisted on board and caused considerable damage as it went plunging through the decks to the bottom of the vessel.

Now that the Samoan disaster has passed into history, interesting facts in relation to its cause are likely to come to light, and none more significant than the following: The fact that none of the ill-fated vessels were provided with coal at the time of the accident is well known, and it is evident that "some one had blundered." It now transpires that this careless condition of the boats was not unpreventable, and that an offer was actually made to the heads of the Navy Department, which had it been accepted, might have prevented the calamity. A prominent firm in San Francisco, whose head is acquainted with the Samoan coast and the imminent danger existing there at this time of the year—especially menacing boats unprovided with fuel—made an offer, through Paymaster Goldsborough, to supply Australian coal to the vessels at Samoa at the rate of ten dollars per ton.

This offer was referred to Commodore Schley, who is the head of the Equipment Bureau at Washington, and was refused. The contract was, instead, carried off by a Philadelphia firm who sent 2,000 tons at very high rates to Pago Pago. Had the offer of Australian coal been accepted, it can be easily seen that the disaster might have been avoided, as the coal could have been placed on board within thirty days.

Respecting the San Francisco dispatch criticizing the Navy Department for its failure to accept the offer of coal from Australia for the American men-of-war at Apia, Commodore Schley of the Bureau of Equipment, said: "We do not yet know that the loss of our vessels at Apia was due to a lack of coal. My latest advices, dated the last week in January, show that there was a supply of coal on the beach amounting to 150 tons. Nine weeks ago the Monongahela sailed from San Francisco to Apia with 600 tons of coal, which we had on hand at the Mare Island Navy Yard. It was not, therefore, necessary to buy Wellington coal at ten dollars per ton when we had coal of our own which had been bought and paid for. Wellington coal will not bear exposure to weather and it would not be good economy to lay in a stock of it at a place where we have no provision for shelter."

Lieutenant Parker of the navy will accompany the Samoan Commission, which sails from New York, in the capacity of Secretary. He has been attached to the Adams for three years and it is expected that his knowledge of Samoan affairs, acquired during the stay of the Adams at Apia, will be of assistance to the commission. Lieutenant Buckingham, now naval attaché at the United

States Legation at London, but lately attached to the Berlin Mission in a similar capacity, will join the commission at Berlin and also act in the capacity of Secretary.

Emperor William went on board the warship Alexandrine, which is to relieve the corvette Sophie, and sailed down the harbor to Wangeroog. Upon leaving the vessel, he commended the ship's company to the protection of the Almighty.

The German warship Olga has arrived at Sydney from Samoa to repair damages sustained in the recent hurricane at Samoa. The Olga's damages are slight and can easily be repaired. She has on board the commander, two officers and thirty of the crew of the Adler.

The steamer Lubek, which left Apia April 24, reports that the Nip-sic is badly injured, and it is very doubtful if she will be able to return to America. The Lubek also reports that a large number of the bodies of seamen drowned on the ill-fated vessels have been recovered and buried at Apia.

The Lubek brought to Sydney the officers belonging to the Eber. They will proceed to Germany in the steamer Hapsburg.

Three officers and seventy-five men will stay at Apia to guard the interests of Germany.

The Olga's hull is perfectly sound, with the exception of a small hole in the stern. She will require two of her plates riveted. She made no water during her voyage from Apia to Sydney.

Naval Constructor Riechborn, acting Chief of the Construction Bureau, does not credit the report that the fires of the Trenton were extinguished by floods that came through the hawse pipes. He says that these pipes were placed on the berth deck to allow the heavy forward gun to be worked. The effect was to make the vessel ride at anchor more easily than if they had been placed on the upper deck. In a heavy sea water would come through them, and some complaint had been made that they kept the decks wet. Still they were furnished with rubber packed bucklers, which if applied would make the pipes nearly watertight, and Captain Hiebhorn says: "It is entirely incredible that enough water should come through to extinguish the fires. Undoubtedly the cause of her wreck was insufficient engine power. The English ship Calliope, which escaped by the bare margin of half a knot an hour to windward, has 3,000 horse-power; the Trenton has 3,100 horse-power, but her tonnage is 3,900."

Secretary Blaine's instructions to the Commissioners of the United States at the Berlin Conference, are that they must insist on the maintenance of Samoan independence. The United States will pay no indemnity for the alleged aggressions of American citizens in Samoa. The proof is deemed conclusive that Klein sought to avert bloodshed and not to provoke it.

The Berlin Post says the Samoan Conference will open on the first of May. The German delegates are Count Herbert Bismarck and Dr. Kranel, Privy Council of the Legation of the Foreign Office. Count Herbert Bismarck will preside. Sir Edward B. Malet, British Ambassador at Berlin, will represent England.

The Cologne Gazette says: "The nomination of Sewall as disbursing officer of the American Commissioners to the Samoan Conference, together with the appointment of Bates, as a member of the commission, warrants the supposition that the Washington Government does not seriously desire a friendly settlement of the question concerning Samoa."

Among the lengthy reports of the Samoan disaster published by the San Francisco papers, those of the Post and Chronicle were, by far the best. The former paper had an extra edition on the streets within a couple of hours of the Alameda's arrival. The Chronicle of course had longer time and gave a little more complete account. Both these reports were from the pen of John P. Dunning, of the Associated Press, who left here three months ago by the Alameda for Samoa. He was formerly connected with Wilmington, Delaware and Philadelphia papers. He stood on the beach at Samoa for thirty-six hours in the drenching rain, and almost blinded by the sand and flying sand, taking his notes and observing every incident of the disaster. His letter contained 22,000 words of which 20,000 words were telegraphed all over the country, the New York Tribune devoting nine columns to Mr. Dunning's report. This was the longest dispatch ever sent East from San Francisco. It was a clear and succinct account of every detail of the storm and wrecks, without any attempt at sensationalism, yet was heart-rending enough to draw many a tear from those who perused it, and it kept all riveted with interest from beginning to end.

Advertisements.

NOTICE!

DURING MY TEMPORARY absence from the Kingdom Mr. H. W. THEO. PURVIS will act for me as sole agent of attorney.

ST. D. G. WALTERS.
Honolulu, May 8, 1889. 1269-41

NOTICE!

ALL PERSONS HAVING animals pasturing in the Grove Ranch Plantation pastures, will please call for them on or before May 15th, and pay postage fees.

W. J. LOWRIE, Manager. 1269-21

THE MUSICAL.

Very Enjoyable Concert at Oahu College

Friday Evening.

A large audience, filling the large parlour of Oahu College and overflowing into the hall and on the veranda, was drawn together on Friday evening by the announcement of the following musical programme:

- PART I.
1. Chorus—"The Stars in Heaven" Rheinberger
 2. Song—"Orpheus and his Love" Sullivan
 3. Trio—"Allegretto" from Op. 4 Haydn
 4. Song—"Longing" Rubenstein
 5. Piano Solo—"Aria con Variazioni" Pabst
 6. Song—"Oh, Doubting Heart" Miss von Holt.

- PART II.
1. Piano Duet—"Larghetto" Symphonie in D. Beethoven
 2. Song—"Thou Everwhere" Lachner
 3. Vocal Duet—"The Birds" Rubenstein
 4. Trio—"Largo" from Opus 1 No. 2 Beethoven
 5. Song—"The Lost Chord" Sullivan
 6. Chorus—"Lullaby of Life" Leslie

Where nearly all the performers are amateurs, and all do their parts well, criticism is out of order and comparisons are invidious. It may be remarked, however, that the largest measure of applause, as is usually the case, was bestowed on the vocal part of the programme, particularly the singing of Miss von Holt and Miss Rhodes.

The late arrival of one of the trio, the two concerted instrumental pieces came in the second part.

The unavoidable absence of some of the ladies whose names had been announced, necessitated the omission of two numbers from the vocal portion of the entertainment. The enterprise of Mr. Gribble in running special cars to the college entrance was a great accommodation to many ladies and gentlemen and was heartily appreciated.

Lord Knutsford has telegraphed the Queensland Government that the new Chinese restriction bill of that colony differs in material particulars from the one agreed upon at the conference in Sydney last year. He added that the bill should secure exemption of classes entitled to such exemption under any treaty to be made with China.

Legal Advertisements.

SUPREME COURT OF THE

Hawaiian Islands.—In Probate. In the matter of the Estate of LAURA F. DICKSON, late of Honolulu, Oahu, deceased.

On reading and filing the petition and accounts of W. F. Allen, Executor of the Will of Laura F. Dickson, late of Honolulu, Oahu, deceased, wherein he asks to be allowed \$36,888.11, and charges himself with \$28,888.11, and asks that the same may be examined and approved, and that a final order may be made of distribution of the property remaining in the hands of the executor, and discharging him and his co-executors from all further responsibility as such executor.

It is ordered, that THURSDAY, the 18th day of June, A. D. 1889, at 10 o'clock a.m., before the said Justice, at Chambers, Honolulu, be and the same hereby is appointed as the time and place for hearing said petition and accounts, and that all persons interested may then and there appear and show cause, if any they have, why the same should not be granted, and may present evidence as to who are entitled to the said property.

Dated at Honolulu, H. I., this 10th day of May, 1889.

By the Court: J. H. REIST, Deputy Clerk.

SUPREME COURT OF THE

Hawaiian Islands.—In Probate. In the matter of the Estate of WARREN EUGENE CALLAHAN, late of Honolulu, Oahu, deceased.

On reading and filing the petition and accounts of Clarence W. Ashford, temporary Administrator of the Estate of Warren Eugene Callahan, late of Honolulu, Oahu, deceased, wherein he asks to be allowed \$178.15, and charges himself with \$400, and asks that the same may be examined and approved, and that a final order may be made of distribution of the property remaining in the hands of the administrator, and discharging him and his co-administrators from all further responsibility as such temporary Administrator.

It is ordered, that WEDNESDAY, the 30th day of May, A. D. 1889, at 10 o'clock a.m., before the said Justice, at Chambers, Honolulu, be and the same hereby is appointed as the time and place for hearing said petition and accounts, and that all persons interested may then and there appear and show cause, if any they have, why the same should not be granted, and may present evidence as to who are entitled to the said property.

Dated Honolulu, H. I., this 26th day of April, A. D. 1889.

By the Court: J. H. REIST, Deputy Clerk.

SUPREME COURT OF THE

Hawaiian Islands.—In Probate. In the matter of ROBERT STIRLING, late of a Ward, County of Kent, England, deceased. Order appointing time for hearing of Will and directing publication of notice of the same.

A document, purporting to be a duly authenticated copy of the last Will and Testament of Robert Stirling, deceased, having on the 2nd day of April, A. D. 1889, been presented to said Probate Court, and a petition for probate thereof, and for the appointment of an executor, and for the will annexed, to be read, and where any person interested may appear and contest the said Will, and the granting of letters testamentary.

Dated Honolulu, H. I., April 22, 1889.

By the Court: J. H. REIST, Deputy Clerk.

SUPREME COURT OF THE

Hawaiian Islands.—ORDER. By virtue of the power vested in me by the 4924 Section of the Civil Code, I hereby order a SPECIAL TERM of the Supreme Court, to be held in the Court Rooms of Aliolani Hall, in Honolulu, on WEDNESDAY, the 18th day of June, 1889, at 10 o'clock a.m. for the trial of civil cases by foreign jury from the April term, 1889, and note other.

Witness my hand and seal of the Supreme Court at Honolulu this 25th day of April, 1889.

A. TUDU,
Chief Justice of the Supreme Court.

Attest: Henry Harris, Clerk. 1269-31

OUR SAN FRANCISCO LETTER.

For S. S. Umataha, San Francisco, April 26, 1889.

(From our Special Correspondent.)

Sugar Matters.

Your correspondent is glad to note that Hawaiian sugar growers now have their own agent in New York to report correct quotations of sugar sales. That such was not done formerly is a notorious fact, and the neglect was purposely drawn attention to with the sole hope that the defect might be remedied. It is now a matter for Mr. J. O. Carter to thank your correspondent for not having overlooked an irregularity that he knows, just as well as I do, did exist within the past six months. All well that ends well, but there never should have been any occasion for the discussion. The appointment of an Eastern agent is what I advocated.

The Occidental Beet Sugar Company has been incorporated in San Francisco with a capital of \$5,000,000 in 50,000 shares of \$100 each. Claude Spreckels subscribes \$1,500,000 and John D. Spreckels \$1,000,000. The directors of the company are Claude Spreckels, John D. Spreckels, Louis Shies, A. L. Tibbels and M. H. Harnett. The objects of the company are to immediately erect about a dozen beet sugar factories on the Pacific Coast.

The New York Herald of April 15th contains a column article, headed up by figures to show that "the sugar trust has gone to smash." The original holders of trust certificates have sold out, and the trust, as originally formed, does not exist.

Lord Londonderry's Return.

Speaking of his trip in the Arctic, Lord Londonderry said: "I left London on February 20, 1888, with the intention of visiting the north, but not, as the newspapers stated, for the purpose of discovering the north pole. From London I crossed directly to New York, went from there to the southern station of the Hudson Bay Company, and thence to Winnipeg, from which place my journey actually commenced. From there I took a northern route to Melville Island, one of the most northern points ever reached. I remained there for several days and then went in a south-westerly direction to Liverpool Bay, on the northern border of British America, and then started for Alaska. My trip across Alaska was my worst experience. During the last eighty miles I had sixty-nine dogs and seventeen Indians with me besides a Hudson Bay man, who has been with me the entire trip, named William McCann. We found it terribly cold in Alaska, all but twenty-eight of my dogs freezing to death. The Indians refused to continue with me, and I was compelled to go out of my course to obtain relief. We finally got to Kodiak on March 16, and I was fortunate enough to find a steamer to take me to this port. I will remain here but a few days, as I am compelled to return to London in order to be with the First Regiment of Border troops, of which I am Major, by the 1st of June."

The Panama Canal.

President Nunez of Colombia published a most important letter, which is regarded as a death blow to all French schemes in connection with Panama, and is a strong declaration in favor of the principles of the Monroe doctrine. It is now positively certain that the canal will never be brought to completion by M. De Lesseps' French company, for the concession of the latter expires in 1892 and the Colombian Government is determined not to grant any extension thereof to the company. Both the Government and people are extremely anxious that the canal should be finished by the United States, and express the opinion that it would be to the latter of the same importance that the Suez canal is to England.

The liquidators of the Panama Canal Company made an unsuccessful attempt to borrow \$3,000,000 in London for necessary expenses and the maintenance of the canal works. This failure implies the abandonment and ruin of the machinery of the canal.

Marine Matters.

The Pacific, the new steamer of the Pacific Mail Steamship Company, will soon arrive from Glasgow and will ply between San Francisco and China and Japan. She is a steel vessel of 5,000 tons burthen, 456 feet long, 45 feet wide and 36 feet deep. She is double bottomed with twenty-four water-tight compartments. The vessel is of the turtle-back spar-deck class with three decks, and is fitted up with approved steam-heating apparatus, a steam windlass and capstan.

In Parliament at Ottawa the Minister of Finance moved the adoption of the report of the Committee of the House on the resolution to provide a subsidy for a fortnightly service between British Columbia and the Australian Colonies and New Zealand. Laurier opposed the adoption of the report. He spoke of the rivalry between Victoria and Vancouver. Prior, the member of Parliament from Victoria, asked that steamers stop there. The Government evaded the issue by saying that the matter was in the hands of the imperial authorities. Why not wait for another year?

The opposition leader moved an amendment that the report be not concerned in, but that it be resolved that the House, while ready to favor any reasonable scheme to promote trade with the antipodes, was of opinion that the Government had failed to show that such service

would be commensurate with the proposed expenditure. A division was taken and the amendment defeated: yeas 55, nays 77. The resolution was then agreed to.

Notes from San Francisco.

Timothy Guy Phelps has been appointed Collector of Customs at San Francisco.

Savage & Sons of the Empire Foundry, 135 Fremont street, have made an assignment. The total liabilities amount to \$35,884.90. A gentleman just returned from the Lower California new gold mines said: All practical miners have been well rewarded for hard work. I saw \$3,500 in dust sold in San Diego on one day and I myself sold seventeen ounces and Senor Morales sold thirty-seven ounces. There was a specimen taken from the Prensse mine on the outside of which there is free gold to be seen to the value of \$1,200. How much there is inside of it no one knows, as it has not been broken. It weighs 1,100 pounds. It will be exhibited in Los Angeles and San Francisco and then sent to the Paris exhibition.

Efforts are being made to establish an extensive zoological department at Golden Gate Park.

Sporting Notes.

It is now almost certain that three 70-foot sloop yachts will be built to meet the Volunteer and contest the right to defend the America cup. One will be designed by Burgess for the Boston yachtsmen, one by Cary Smith for a New York syndicate and one by William Gardiner for a member of the Seawanhaka Corinthian Yacht Club.

Lord Dunraven will be accommodated with five races instead of three as heretofore if he desires. He may be accommodated as well as to dates. Instead of racing within certain limits he may have all the courses laid outside the harbor, if he wants. The races must be sailed in seven hours. The challenger is denied his wish as to the basis of time allowances. He shall have nothing to say about the time of day when the races shall be started, nor will any race be started in a fog.

American Affairs.

The New England Piano Company of Boston and New York has failed. Liabilities \$200,000.

Sir Julian Pauncefote, the new British Minister to the United States, has arrived at Washington.

The English syndicate has secured the big brewing plant owned by Mrs. Christian Trefz in Newark, N. J. The purchase price was \$600,000. It is to be turned over on May 1st. The brewery is one of the best equipped in the country, and has a capacity of 100,000 barrels a year.

Cheney, W. T., sixteen miles west of Spokane Falls, was half destroyed by fire. Six blocks in the heart of town were completely destroyed. The entire loss is \$200,000.

At Littleton, N. H., on April 23d a luminous ring about sixty degrees in diameter appeared with the sun within its circumference. Two other rings, smaller in diameter, were linked into the largest ring. In the circumference of the large circle there were three bright spots, resembling the sun breaking through a cloud, and with the sun dividing the circumference into four equal sections. The phenomenon was visible for thirty minutes.

Foreign Affairs.

Lord Brownlow will succeed the Marquis of Londonderry as Lord Lieutenant of Ireland. Lady Brownlow is an aunt of Lady Londonderry.

Clinton P. Ferry, a millionaire merchant, who was selected to represent Washington Territory at the Paris Exposition, has brought suit for divorce against his wife, whom he found in a compromising position with a French clerk named Hippolyte Calicot in a house of ill-fame.

The Bijou Theatre at Melbourne has been totally destroyed by fire.

A battalion of Egyptian troops under the command of the Governor of Suakin and two gunboats started for Port Lahab, for the purpose of recapturing the port.

Fourteen persons have been arrested at Zurich on the charge of being concerned in the manufacture of dynamite bombs. The Russian Government has applied for the surrender of six directly charged with plotting against the Czar's life. The Bundesrath refuses to surrender them, but ordered their expulsion from Switzerland.

The Russian Prefect of Police has discovered the existence of a Nihilist plot to assassinate the Czar, while he was attending the funeral of General Pancker, Minister of Roads. The Czar was warned and a number of persons charged with being implicated have been arrested. The Nihilists intended to use dynamite on the Czar.

Rioting in connection with a strike of tram-car men occurred in Vienna. The strikers attacked the cars. The cavalry was called out, and a charge made upon the rioters. Many were wounded and 100 strikers were arrested. The Government offered to supply soldiers to drive the cars. The strikers thereupon offered to resume work unconditionally.

A friend of Boulanger states the reason he left Paris was that he learned that there was a plot to kill him. Desperadoes, hired by the Government, were to pretend to attack the police after Boulanger had been arrested and were to kill the General in the fight. If this plot failed Boulanger was to have been tried, convicted and executed within forty-eight hours.

Legitimate is making things very lively at the present time. His latest exploit was the capture of the town of Petite Revere, which he sacked and burned on the 7th of April.

AFTER THE HURRICANE.

Under the above heading the Samoan correspondent of the S. F. Examiner furnishes a very readable collection of items, of which the following are the portions most likely to interest the readers of the GAZETTE:

WRECKING OPERATIONS. The crews of all the American vessels have been at work ten hours a day saving rigging and whatever stores escaped destruction by water, but it is doubtful if the stuff landed will pay the cost of transportation to the nearest navy yard, or do more than take out the supplies of some storeroom that may be located here in future.

The officers of the Vandalia whose personal effects sank with the ship have been making efforts to recover cherished mementoes and imperishable valuables with the aid of native divers, but up to date the success that has crowned their efforts has not been commensurate with their labor and expenditures. The natives for the most part have placed the shipwrecked men under obligations to them by their honesty and endeavors to ameliorate the conditions of their unfortunate guests and aid whenever called upon.

SAMOAAN JUSTICE.

Chief Engineer Green, of the Vandalia, had an unfortunate experience, however. He had between \$300 and \$400 in gold in his stateroom, and engaged a native diver to fish it up. The diver went down several times and reported that he was unable to open the stateroom lockers owing to their being swollen by the water. His manner was such as to cause suspicion of his veracity, and this was verified yesterday morning when another diver resurfaced some of Green's clothing that had been stowed in the same locker with the money. The diver reported that all the lockers in the chief's room had been opened and ransacked. The first diver was then hauled up by the native sub-chief to whom the matter was reported, and after a short investigation the thief was fastened on the prisoner. One hundred and ninety dollars were recovered and restored to Chief Green with profuse apologies by the natives in authority, and a boat which the diver had purchased with the stolen money was ordered sold and the proceeds given to Green.

The diver was then ironed and sent to Mataafa's camp for punishment. The King desired to have him killed immediately, but was persuaded to forego such an extreme measure and the thief's fate has not yet been determined.

THE POLITICAL STATUS.

The "state of war" proclaimed by Consul Knappe is still in force as far as the original proclamation is concerned, but it is a farce of the first water. Mataafa's men spend half their time in the town and the King in person pays an occasional visit. He had a long talk with Admiral Kimberly day before yesterday, but neither seems to desire to disclose the subject and drift of their conference.

The Germans, in their present demoralized condition, would not be anything of a match for Mataafa and his forces, which are stronger than ever, and able to wipe out the enemy in a single day's fighting.

AN INTERVIEW WITH THE KING.

I interviewed Mataafa in his camp, yesterday, and found him willing for peace or war, as the Germans decide. He has an almost impregnable fortress, covering several square miles of country, about two miles north-west of Apia and can hold out indefinitely. The only terms he will listen to are the withdrawal of the proclamation of war and his being allowed to govern his own people.

Tamasese is still in camp up the coast, but the native war is virtually at an end. He has scarcely as many hundreds of men as Mataafa has thousands, and his remaining followers are disheartened at the long delay in the fulfillment of German promises.

I also called on Tamasese, but he declined to be seen or else was not in camp.

HONORS TO KIMBERLY.

Admiral Kimberly is being overwhelmed with honors by the natives. Fauna, the "maid of the village" and chief siva dancer, danced a figure especially in his honor at an entertainment given to the officers a night or two since, and then offered to kiss him.

Yesterday morning, and again today, talolos were given in his honor. A talolo consists of a clan of natives gathering up all the spare coconuts, chickens, young pigs, breadfruit, bananas, eggs, taro, etc., in their territory, and then marching in procession to the music of a drum to the presence of the person to be honored, and there dumping the animal and vegetable gifts at his feet, and fleeing back to the brush as speedily as possible.

The system has its advantages in that it requires no speechmaking, and there is no room to doubt the sincerity of the givers. The Admiral would require the appetite and united stomach of an army to get away with a tithe of the eatables showered on him by the two talolos. He sent the chickens mainly to the hospitals and the fruit to the sailors, and to-day wrote to Mataafa requesting him to restrain his people from further offerings, not that he did not appreciate them, but he understood the hurricane had left the people short of provisions, and it would give him more pleasure to know that they had plenty than to accept their offerings.

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No. 26 Merchant Street OFFICE { Honolulu, Hawaiian Islands.

Supreme Court of the Hawaiian Islands. In Equity. At Chambers.

Bill for Specific Performance.

JOHN P. PARKER AND SAMUEL PARKER VS. ALEXANDER J. CARTWRIGHT, TRUSTEE; ALBERT KUNIAKEA AND THE KAHA RANCH COMPANY.

BEFORE DOLE, J.

Decision.

The bill alleges that the defendant, Cartwright, as attorney in fact of Emma Kalelelanani, since deceased, testate, signed and sealed by said defendant on the one part and Allen and Stackpole on the other part, whereby the Ahupua'a of Kawaihala, on the island of Hawaii, was leased to said Allen and Stackpole for a term of ten years thereafter at an annual rental of \$450, and taxes, excepting certain reservations therein named, with a covenant that the lessee should have the privilege of renewal of said lease, subject however, to a new agreement therefor, and that the said lease was on July 1st, 1887, with the written consent of said Cartwright, assigned by the said lessees to the plaintiffs, who still occupy the demised premises under the same; that the said Cartwright is the devisee of the said premises in trust to pay the income thereof to said defendant, Kuniakaea, during his lifetime, and at his death to convey the same to his issue, if any, otherwise to the Queen's Hospital; that the said Cartwright, regardless of the plaintiffs' rights under the said covenant, has executed a lease of the said premises for a term of fifteen years from January 1st, 1889, at an annual rental of \$1,500, to E. A. Burchard, A. G. Burchard, F. Burchard and John McGuire, partners under the style of the Kahua Ranch Company, defendants as aforesaid, and that the said company took the said lease with actual knowledge that the plaintiffs held the said premises under the first named lease and that they were of peculiar value to the plaintiffs besides their intrinsic value, from the fact that they join other land of the plaintiffs, used by them in the ranching business, and that the plaintiffs desired and intended to renew their said lease; that the said company might have ascertained from the plaintiffs the existence of the said covenant of renewal. The bill further alleges that the said premises have a peculiar value to the plaintiffs as aforesaid; that ever since the said assignment to them of the said lease they have desired and intended and still desire that the said lease be renewed to them and that a new agreement therefor be made pursuant to the said covenant, and that they have requested the said Cartwright to execute with them such agreement, and that without intending to waive their rights thereto, they have offered to said Cartwright to take a lease of the said premises for a further term of fifteen years at an annual rental of \$600.

The plaintiffs claim that under the allegations, the said company are chargeable with notice of the said covenant and of the plaintiffs' interests therein, and that they have taken their said lease subject to the plaintiffs' rights under the same, and pray that they be decreed to surrender their said lease to the said Cartwright and that he be decreed to accept the same and to execute to plaintiffs a lease of the premises according to the said covenant.

All of the defendants filed answers to the bill of complaint.

The defendant Cartwright, in his answer admits the lease to Allen and Stackpole with the exception of the alleged covenant of renewal, which he denies. He further admits the assignment of the said lease to the plaintiffs and that they are still occupying the said premises under the lease; also that he is the devisee of the said premises in trust as alleged by the bill, and that a lease was executed and delivered to the Kahua Ranch Company, defendants, as alleged by the bill, but states, in explanation thereof, that he does not know of his own knowledge whether or not said premises adjoin plaintiffs' other land, or that plaintiffs desired or intended to obtain a new lease, but that in the year 1887 he notified W. F. Allen the agent of the plaintiffs, that other persons were desirous of leasing the said premises at the expiration of the existing lease and that he would receive bids for a new lease; that thereupon the said Allen, as such agent, made an offer to lease the said premises for a term of fifteen years at an annual rental of \$800, which he the said Cartwright, refused; that thereafter he received from the said Kahua Ranch Company an offer for a term of fifteen years at an annual rental of \$1,500 and taxes, which offer he accepted and executed the lease to the said company as aforesaid, and thereupon notified the said Allen thereof. The said answer further admits the plaintiffs' demand for a renewal of the existing lease under the alleged covenant for renewal, a few weeks before the proceedings, and alleges that no such covenant is contained in the counterpart of the said first lease which is in his possession, and that neither the said lease nor the alleged covenant of renewal are recorded in the Registry of Deeds.

The Kahua Ranch Company, defendants, in their answer admit the execution of the said lease in their favor, and that at and before the execution thereof they knew that the plaintiffs were in possession of the premises and that they were informed that plaintiffs held possession under a lease from Cartwright, defendant, acting for Emma Kalelelanani, but did not know the terms thereof, further than that it was about to expire, but deny that they knew that the premises were of peculiar value to the plaintiffs as alleged in the bill. Their answer further states that before the execution of the said lease they did not know and had not heard of the said alleged covenant for renewal of the said lease, nor of the intention or desire of the plaintiffs to enter into an agreement for such renewal; that they were informed that the said Cartwright, defendant, desired that bids should be made by persons wishing to lease the premises from the expiration of the existing lease; that they are informed and believe that the said Allen, the agent of the plaintiffs, received similar information from the said Cartwright, and was told by him that other persons were seeking to lease the premises and that

a new lease therefore would be given to the highest bidder, and that thereupon the said Allen tendered a bid therefor, as aforesaid, and that they, the said company, being ignorant of the offer made by the said Allen, made their bid for the said lease as aforesaid, which was accepted and a lease in conformity therewith was thereupon executed, and that the said Allen and the plaintiffs, during the pendency of the negotiations for the said lease and long after the execution thereof did not claim nor intimate that they were entitled to a renewal of the plaintiffs' said lease, nor that a covenant of renewal was contained therein; that on or about November 20, 1887, the said Allen, in conversation with the said E. A. Burchard, expressed much disapproval of the action of Cartwright in the matter, but did not claim nor intimate that the plaintiffs were entitled to a lease under the covenant of renewal, and said that they would never have paid such rent as had been offered by the company, and expressed surprise that the company had been willing to offer so much; and they claim that they have acted in good faith in the matter; that the action of the plaintiffs in tendering a bid for a new lease and their conduct in the premises was inconsistent with the supposition of the existence of a covenant for renewal; that the alleged covenant is void for uncertainty; that they are not chargeable with notice thereof, and that since the execution of the said lease to them they have, relying upon the same, arranged their business with the expectation of occupying the premises in question on January 1st, 1889, and are greatly prejudiced by reason thereof.

The answer of Albert Kuniakaea, defendant, was merely formal.

The covenant, which is the basis of this controversy, is as follows:

"It is understood and agreed between the parties to the above lease that Allen and Stackpole shall have the privilege of renewal subject, however, to a new agreement."

(Sigs.) ALEX. J. CARTWRIGHT, ALLEN & STACKPOLE.

This is written in Cartwright's handwriting immediately below the signatures of the original lease from Cartwright to Allen & Stackpole, which lease was delivered to Allen & Stackpole and went into the possession of the plaintiffs upon the assignment of the lease to them. The same lease contains the following marginal endorsements:

"Permission is hereby given to W. F. Allen and C. E. Stackpole to assign this lease to Samuel Parker and John P. Parker, subject to the covenants herein."

(Sigs.) KALELELANANI, by her atty, in fact,

ALEX. J. CARTWRIGHT.

ALEX. J. CARTWRIGHT, Jr.

And:

"The within lease is hereby assigned to John P. and Samuel Parker, July 1st, 1888."

(Sigs.) ALLEN & STACKPOLE."

Considerable testimony was taken on both sides, and the defendants contended that under the pleadings and evidence:

1. The alleged covenant for renewal is void for uncertainty.

2. The plaintiffs, by making proposals for a new lease obviously outside of the said alleged covenant for renewal, without at the time claiming any benefit or preference under the same, waived whatever rights they may have had under such covenant.

3. The plaintiffs, by their silence in regard to the said alleged covenant of renewal, at the time of the said lease to the Kahua Ranch Company and afterwards, are estopped from claiming any benefit therefrom.

4. The alleged covenant for renewal, being recorded, and the Kahua Ranch Company being ignorant of its existence, they should not be affected by it.

Upon the first point, that the alleged covenant for renewal is void for uncertainty, it is argued by counsel for defendants that the words "subject, however, to a new agreement," at the end of the covenant, introduce ambiguity into the document and prevent it from being a simple and definite covenant for renewal of the lease, but make it an agreement for a new lease upon terms to be agreed upon in the future, which, as counsel say, could not be construed nor enforced.

In considering this question, very little assistance is afforded by the evidence. Mr. Cartwright cannot remember anything about the covenant or its execution, and Mr. Allen cannot remember when it was made, but testifies that it was done at his request and that he should hardly have taken the lease without it. If we leave out the words "subject, however, to a new agreement," there is no question that it would be a covenant for a new lease upon the terms of the old one. (Taylor vs. Attorney Gen., 7 N. Y. 474.) Do these words change the meaning? If they make it mean that the tenants are entitled to a new lease upon terms to be agreed upon, the contention of defendants' counsel, that it is void for uncertainty, is certainly sound. The document is capable of this meaning; is it capable of any other? I do not see how it can be construed into an agreement to give the tenants a right to make a bid for a new lease; it contains no words which import such a meaning. There is only one other possible construction open to consideration, and that is that the words mean an agreement for renewal of the existing lease, that is to say, they form an agreement for a new lease upon the expiration of the old, upon the same terms with the old. I think the words are capable of this interpretation; the words "subject, however, to a new agreement," may mean either subject to terms that may be agreed upon, or subject merely to the conditions of a new lease to be executed for a similar term and similar conditions with the old one. Under a covenant for renewal a "lessor is bound to make another lease of the premises." (Taylor's Landlord and Tenant, 322, 340.) Such new lease on the same terms with the old may be meant by the words "new agreement." If the document is capable of two interpretations, I find by all the authorities that it must be construed in that sense in which it will have some effect. "When a cause is capable of two significations, it should be understood in that which will have some operation, rather than in that in which it will have none." (Archibald vs. Thos., 3

Cowen 290.) And Lord Mansfield said in *Pugh vs. Duke of Leeds*, (Comp. 755): "The ground of the opinion and judgment, which I now deliver is, that 'from,' may in the vulgar use, and even in the strictest propriety of language, mean either inclusive or exclusive; that the parties necessarily understood and used it in that sense which made their deed effectual; that the courts of justice are to construe the words of parties so as to effectuate their deeds, and not to destroy them; more especially where the words themselves abstractedly may admit of either meaning." The parties could not have intended a sham agreement, a document which was a covenant only in form but void in reality. The alleged covenant of renewal was part of the inducement to Allen and Stackpole to take the lease; it was understood by Allen to be a binding covenant, and Cartwright must have intended that he should so understand it. Therefore if the document is capable of two constructions, that one must be adopted in which the promising party intended the other to understand it, if the other did so understand it, or as Chancellor Kent expressed the rule: "The true principle of sound ethics is, to give the contract the sense in which the person making the promise believed the other party to have accepted it, if he in fact did so understand and accept it." (2 Kent 557, Chitty's Contracts, 74, and Paley's Moral Philosophy.) The old rule, that in the construction of instruments in cases of ambiguity, the words must be taken most strongly against the party that used them, cannot be applied to the other party, and if so, it supports the conclusion which I have adopted, that the document in question is a covenant for the renewal of the original lease at the option of the lessees.

The second point raised by the defense, is that the plaintiffs, by making proposals for a new and dissimilar lease, without notice to the other party, waived whatever rights they may have had under it.

If Allen's offer for a new lease for fifteen years at \$600 a year, had been accepted, it would have been a waiver of the covenant of renewal unless it could have been avoided on the ground of mistake, but it was refused. Although it is doubtful if an acceptance within the statute of frauds, as this is, may be proved to have been orally waived in an action at law, yet in equity such proof may be admitted, but such proof must be "express and of such a character as to leave no reasonable doubt as to the intention of the parties." (Rodman vs. Gilley, 1 N. J. Eq., 320, 328.) In the case before the court, the plaintiffs have no evidence of any such proof, except as such proposition for a fifteen year lease, might be so regarded; but both Allen and S. Parker appear to have forgotten the covenant of renewal at the time this proposition was made; and in any case it would not have the effect of a waiver unless it had been accepted and entered into.

When Mr. S. Parker is interviewed from San Francisco, in October, 1887, he first ascertained that the land had been leased to the Kahua Ranch Company, and shortly afterwards, in the month of December, he informed himself of the covenant for renewal. At that time there were negotiations going on through Mr. Allen for an exchange of these premises with another land, which Mr. Parker had proposed to obtain. In January, 1888, Mr. Parker had an interview with F. Burchard, at Kahua, upon the matter of the proposed exchange, at which time he told F. Burchard that he didn't know but he had a clause of renewal and if they couldn't come to terms he might apply for a new lease, presumably under such covenant of renewal. About February 10, 1888, S. Parker had an interview with F. Burchard upon the same subject at Kawaihala beach, and said during the conversation, if negotiations came to nothing he might try to get a renewal of the lease. These expressions of Mr. Parker are inconsistent with the theory of waiver, and they were made with reasonable promptitude after he had an opportunity to examine the lease, and to inform himself about the covenant for renewal.

The same circumstances are also unfavorable to the defense of estoppel; there was no concealment of the facts by the plaintiffs after the return of S. Parker from San Francisco; neither was there a "standing by" and allowing the Kahua Ranch Company to spend money, or arrange their business, and after reading the sworn bill of complaint herein and defendants' sworn answer thereto, the Court did not do that no testimony be introduced, but that a decree be entered upon said bill and answer in favor of the said plaintiff; wherefore,

It is hereby ordered, adjudged and decreed that the deed executed on the eleventh day of May, A. D. 1885 (recorded in Liber 98, page 118, in the Registry of Deeds), by said plaintiff, S. Kailaa, to defendant, S. M. Kaaukai, husband of defendant, J. C. Kaaukai, is a mortgage to secure the loan of the sum of \$20 and interest loaned and advanced by defendant, J. C. Kaaukai, to plaintiff, and that the report of the Master filed herein be confirmed, and said plaintiff is hereby decreed to pay to said Kaaukai the sum of \$20 15-100 as said in report found to be due.

That Mana, one of the defendants herein, is hereby ordered and decreed to execute unto said plaintiff a good and sufficient deed of the property mentioned in said mortgage, and which was conveyed to said Mana by the defendants, J. C. Kaaukai and S. M. Kaaukai, and that said Mana's wife join with him in said conveyance and deed to plaintiff.

That the defendants, S. M. Kaaukai and J. C. Kaaukai, deliver up to plaintiff the said deed executed on May 11th, 1885, and said Mana deliver up to said plaintiff the deed from S. M. Kaaukai and J. C. Kaaukai to him dated June 13th, 1885, of record in Liber 98, page 128.

That the defendant S. M. Kaaukai do pay all the costs incurred in this cause, and also all cost of drawing, acknowledging and recording the deed from Mana to plaintiff.

February 18, 1889.

The plaintiff alleges in his bill that on or about 24 May, 1885, plaintiff

(Hill vs. Epley, 31 Penn. 335.) "One is not relieved, who had the means of knowing acquainted with the extent of his rights." *Ibid* 334. I think that this meets the whole argument upon the ground of estoppel. The silence of both Allen and S. Parker in regard to the covenant of renewal at the time the bid was made for a fifteen year lease, was due to forgetfulness, and the plaintiffs promptly informed the company of the fact of the covenant when they ascertained it, and before the company had become prejudiced by acting in ignorance of it. (1 Storey's Eq. Jur., Secs. 140-142, and Kelly vs. Solari, 9 M. & W. 53.) The case of *Galbraith vs. Lumsford*, (27 Cen. L. J. 538,) which Mr. Smith, counsel for the Kahua Ranch Company, referred to upon the question of estoppel for acquiescence arising from ignorance of facts of which the parties might have informed themselves, shows a very long period of acquiescence amounting to inexcusable laches, extending over many years, during which the defendant's representative made expensive improvements. The circumstances of that case bear little analogy to the one before this Court and do not make it a precedent for it. No benefit by estoppel can be claimed in favor of the defendant, Cartwright, both for the reasons set forth above, and because there is no testimony adduced showing that he has acted under the lease to the Kahua Ranch Company in any way that would prejudice his *cestui que trust*, should the lease be cancelled.

Upon the fourth ground of defense, the covenant for renewal as being recorded, and the Kahua Ranch Company being ignorant of its existence, they should not be affected by it, I am compelled to find under their admissions that they knew that the plaintiffs were in possession under a lease, that they had sufficient notice to protect the previous lease. They were put upon their inquiry and might have ascertained the facts by going to the plaintiffs; they preferred to work in the dark and take their chances. (*Rives v. Adams*, 2 Haw. 166, *Davis vs. Spencer*, 3 Haw. 274, 283, and *Ahi vs. Kauna*, 5 Haw. 298.) "All the authorities agree that there is no difference in legal effect between actual and constructive notice." (*Hill vs. Epley*, 31 Penn. St. 335.) "It is established law in Pennsylvania, that whatever notice is upon inquiry amounts to notice; provided the inquiry becomes a duty, as it always is with a purchaser; and would lead to the discovery of the requisite fact by the exercise of ordinary diligence and understanding." (*Ibid* 336.)

There is nothing unfair in the covenant for renewal; the fact that the land could not be leased at a much higher rate than was reserved by the lease to Allen and Stackpole, is not a ground which may influence a court of equity to disturb a bona fide contract.

The plaintiffs made a written demand upon Cartwright for a renewal of their lease several weeks before it expired, which seems to have been reasonably notifiable to him. Under all the circumstances I think that they are entitled to such renewal and the Kahua Ranch Company, defendants, must hold their lease subject thereto.

Alfred S. Hartwell and Paul Neumann for plaintiffs; Cecil Brown for A. J. Cartwright, defendant; W. O. Smith for the Kahua Ranch Company, defendants.

Honolulu, February 11, 1889.

In the Supreme Court of the Hawaiian Islands—In Banco. Special Term, March, 1889.

S. KAILAA VS. S. M. KAAUKAI (K.), J. C. KAAUKAI (W.) AND MANA (K.).

BEFORE JUDGE C. J. McCULLY, PRESTON, BICKERTON AND DOLE, J.

Opinion of the Court by Bickerton, J. Dole, J., dissenting.

This is a bill in equity to declare a deed to be a mortgage. The matter comes here on appeal from the decision of Mr. Justice McCully, which is as follows:

DECEDE.

This cause comes on regularly to be heard on Thursday, the fourth day of January, A. D. 1885, Messrs. Charles Creighton and S. H. Kane appearing for the plaintiff, and Mr. J. M. Poepeo appearing for the defendants, and the respective parties being present in Court, and after reading the sworn bill of complaint herein and defendants' sworn answer thereto, the Court did not do that no testimony be introduced, but that a decree be entered upon said bill and answer in favor of the said plaintiff; wherefore,

It is hereby ordered, adjudged and decreed that the deed executed on the eleventh day of May, A. D. 1885 (recorded in Liber 98, page 118, in the Registry of Deeds), by said plaintiff, S. Kailaa, to defendant, S. M. Kaaukai, husband of defendant, J. C. Kaaukai, is a mortgage to secure the loan of the sum of \$20 and interest loaned and advanced by defendant, J. C. Kaaukai, to plaintiff, and that the report of the Master filed herein be confirmed, and said plaintiff is hereby decreed to pay to said Kaaukai the sum of \$20 15-100 as said in report found to be due.

That Mana, one of the defendants herein, is hereby ordered and decreed to execute unto said plaintiff a good and sufficient deed of the property mentioned in said mortgage, and which was conveyed to said Mana by the defendants, J. C. Kaaukai and S. M. Kaaukai, and that said Mana's wife join with him in said conveyance and deed to plaintiff.

That the defendants, S. M. Kaaukai and J. C. Kaaukai, deliver up to plaintiff the said deed executed on May 11th, 1885, and said Mana deliver up to said plaintiff the deed from S. M. Kaaukai and J. C. Kaaukai to him dated June 13th, 1885, of record in Liber 98, page 128.

That the defendant S. M. Kaaukai do pay all the costs incurred in this cause, and also all cost of drawing, acknowledging and recording the deed from Mana to plaintiff.

February 18, 1889.

The plaintiff alleges in his bill that on or about 24 May, 1885, plaintiff

went to one Meekapu, a tailor doing business in Honolulu, and ordered a coat, the price being \$16. When the coat was finished plaintiff did not have the money to pay for it, but said he would in one week; but Meekapu refused to deliver the coat until the \$16 was paid; that defendant Kaaukai was present and offered to loan the money to plaintiff if he would give security upon his land, which he (plaintiff) agreed to do; that a deed of the land was drawn up, the consideration named being \$20; that said deed was absolute in form, but was intended merely to be a mortgage to secure the repayment of the said \$20 so loaned by defendant; that deed was made to defendant, J. C. Kaaukai, wife of said S. M. Kaaukai, and was duly executed and acknowledged by the plaintiff.

That when the said deed was executed, defendant Kaaukai said to plaintiff that when said \$20 was paid to him he would deliver up said deed, and recover the land to plaintiff. That shortly after the execution and delivery of said deed, plaintiff tendered to Kaaukai the said sum of \$20, and requested him to return the deed and re-convey the said premises to him in accordance with the agreement between them. That Kaaukai refused to receive the \$20, or to surrender the deed, or to re-convey the said land, or cause the same to be done, but told the plaintiff that he had no land, as he (Kaaukai) had sold the land to the defendant Mana, and given him a deed of it. That shortly after plaintiff went to defendant Mana and tendered the said \$20; but he, Mana, refused to receive the money, or return the first-mentioned deed, or to re-convey the land to plaintiff. That the plaintiff is informed that Kaaukai held the said deed to Mana as security for the payment of a large part of the purchase money. That at time of purchase, and of execution of deed from Kaaukai to Mana, Mana had full knowledge of the fact that deed from plaintiff to Kaaukai was by way of mortgage, and that he had sufficient knowledge and information of the fact to put him on his inquiry. That the premises conveyed by plaintiff to Kaaukai are of the value of \$800. And that said consideration of \$20 is wholly inadequate for the said premises.

And plaintiff prays that the deed to Kaaukai be declared a mortgage for the security of the payment of the \$20, and that the Court will ascertain and declare the sum due upon such security. That the said deed may be ordered to be delivered up and cancelled upon the payment of the money due thereunder. That the said deed to Mana may be delivered up and cancelled, and said Mana ordered to convey said land to plaintiff.

The answer of S. M. Kaaukai and J. C. Kaaukai, his wife, sets forth: That plaintiff asked him, Kaaukai, to give him money for the purpose of paying Meekapu for the coat; that they talked about plaintiff selling some cows and calves, also some land, and finally plaintiff offered to sell the land in question; that it is not true that he, Kaaukai, agreed to let plaintiff have the money he wanted by way of mortgage, but that the money was paid and given because plaintiff promised to sell the land; that a deed was made between the plaintiff and defendant for \$20 in the shop of Meekapu, and there read to plaintiff and handed to him, and he (plaintiff) approved of said deed; that said deed was absolute in form, and was not intended as a mortgage to secure payment of \$20; that the deed was duly executed and acknowledged; that he, Kaaukai, told plaintiff that he was going to sell the land he would inform him, so he might have a chance to buy the land back again; and that before the deed to Mana was made, plaintiff was informed by defendant that he wanted to sell the land, and sent word to plaintiff to come and purchase said land if he wanted it, and that plaintiff did not come in time, and that J. C. Kaaukai and S. M. Kaaukai made a deed to defendant Mana; that after deed was made to Mana plaintiff did come to Kaaukai about the land, but did not offer him the \$20, but merely said he was ready with \$100, and if defendant S. M. Kaaukai would accept it he would buy the land back again. That it is true said land had been sold to Mana as stated in the complaint, and Kaaukai avers that he informed plaintiff that the land had been sold to Mana for \$150, and that \$100 had been paid; and that \$50 was still due, and that he, Kaaukai, still held the deed of said land until balance was paid; and that he advised the plaintiff to go and see Mana, and if Mana was willing to accept the \$100, then the land could be sold to him again.

The answer of Mana, one of the defendants, sets forth: That he did receive a deed from Kaaukai and wife for said land; that it is true that plaintiff came to him, but that he did not offer \$20 as stated in complaint, but said he had heard from Kaaukai that the land had been sold to defendant (Mana), and so he had come to pay him \$150 for the land. That Mana informed him he had paid \$150 for it, that \$100 had been paid, and that there was \$50 still due, which was to be paid in February, 1886; and that if plaintiff paid him \$100 and \$2 for acknowledgements, and made arrangement with Kaaukai about the \$50 still due, that he, Mana, would sell the land to plaintiff. That plaintiff said he would think over the matter; that from that time he has not seen the plaintiff. That said \$50 has been paid to Kaaukai; that plaintiff has not paid defendant the \$100; that he denies that Kaaukai had the deed to Mana as security for payment of part of the purchase price. That at time deed was made, and before that time, that he, Mana, did not know that the deed made by plaintiff to Kaaukai was in the nature of a mortgage; and that he did not hear nor know of the arrangements made between plaintiff and Kaaukai as would put him on his guard, or cause him to search the title of defendants. That he acted in good faith, supposing from the deed that Kaaukai and wife had a good title. That he paid the \$150 in three payments.

The deed from plaintiff to Kaaukai is dated 11th May, 1885, and recorded 15th of June, 1885. The deed from Kaaukai to Mana is dated 13th June, 1885, and recorded 27th February, 1886.

We do not find any denial by the answer that the land is of the value of \$800. This allegation we must presume to be true. It certainly does

seem a most extraordinary thing for a man to be willing to sell for \$20 what was worth \$800, simply to get \$16 to pay for a coat! Twenty dollars was certainly not anything near the value of land, for we find that a few weeks after Kaaukai sold the same to Mana for \$150.

Story, in his Equity Jurisprudence, Section 246, says:

"There may be such an unconscionableness or inadequacy in a bargain, as to demonstrate some gross imposition, or some undue influence, and, in such cases, Courts of Equity ought to interfere upon the satisfactory ground of fraud. But then such unconscionableness or such inadequacy should be made out as would (to use an expressive phrase) shock the conscience, and amount in itself to conclusive and decisive evidence of fraud."

This gross inadequacy in itself should have put Mana on his inquiry, as the deed to Kaaukai was of record. But we find from the answer, that a short time after the first deed and when Mana had only paid \$100 of the purchase price, still owing \$50, and when the deed from Kaaukai to Mana was still, as is admitted by Mana, in the possession of Kaaukai, and had not been delivered to Mana, plaintiff had a conversation with him, Mana, in regard to the land. He then had full notice of the transaction before his own purchase was complete, and cannot now claim that he was an innocent purchaser without notice. It is noticeable that the deed to Mana is dated 13th June, 1885, and not recorded until 27th February, 1886. This tends to show that Mana did not get delivery of the deed until about that date, viz: 27th February, 1886. This is a suspicious circumstance, for he had been informed some time before, in June, 1885, by plaintiff, that there was trouble about the land, and he would probably have placed the deed on record at once if he had it in his possession. Mana, in his answer, says there were three payments.

There are a great many very suspicious elements about this whole case, and they strongly indicate fraud on the part of Kaaukai.

We are of opinion that the learned Justice was fully warranted in ordering the decree he has, on the bill and answer. And the decree is sustained. Appeal dismissed with costs.

C. G. Bickerton, for the plaintiff; J. M. Poepeo for defendants.

Honolulu, April 30, 1889.

Dissenting Opinion by Mr. Justice Dole.

I doubt the correctness of the decree appealed from, with regard to the defendant, Mana. No evidence was taken, and the inference from the bill and answer that the deed from the Kaaukais had not been delivered to Mana when the plaintiff, Kailaa, first applied to him for the return of the land, appears to me to be based upon insufficient foundation. The bill in section 10, alleges that the defendant, S. M. Kaaukai told the plaintiff that he "had sold the land to Mana, defendant herein, and given him, said Mana, defendant, a deed of said premises." Mana, in the answer, alleges, "It is true, as stated in the 10th section of the bill, that he did receive a deed from S. M. Kaaukai and J. C. Kaaukai, two of the defendants, for the land in question." These statements clearly to a period previous to the first application by the plaintiff to Mana to return the land. If it was a fact that the deed was delivered to Mana at that time, the plaintiff's allegation, that he had not been delivered to Mana when the plaintiff, Kailaa, first applied to him for the return of the land, appears to me to be based upon insufficient foundation. The bill in section 10, alleges that the defendant, S. M. Kaaukai told the plaintiff that he "had sold the land to Mana, defendant herein, and given him, said Mana, defendant, a deed of said premises." Mana, in the answer, alleges, "It is true, as stated in the 10th section of the bill, that he did receive a deed from S. M. Kaaukai and J. C. Kaaukai, two of the defendants, for the land in question." These statements clearly to a period previous to the first application by the plaintiff to Mana to return the land. 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LOCAL AND GENERAL.

The Makaimaka native paper has suspended.

The Panama Sugar Company pay a dividend at C. Brewer & Co.'s.

The Panama of the Pacific for May is one—a very good number well got up.

Mail boxes per Mariposa for San Francisco comprised 4,915 letters and 1,517 parcels.

Mr. J. H. Lewis, bookkeeper, will give the Hawaiian Hotel in the absence of Mr. W. M. Graham, manager.

Hon. A. S. Ogilvie will be represented during his absence from the Kingdom by Mr. G. E. Boardman.

Over fifty baseball clubs have been formed in South Australia since the American players visited that country.

Mr. Levy has had a letter from Mr. J. H. Lewis, the veteran show-man, saying he will probably be here by next steamer from the Colonies with a company.

The Mackintosh will have 300 or 400 of the shipwrecked sailors from Apia. A. C. Wilson of the Vandalla is a passenger.

Minister Austin gives notice of the appointment of Mr. James Johnston as acting Consul-General at Honolulu.

Official notice is given that, during the absence of Mr. Schneider, his duties as Consul-General will be discharged by Mr. John H. Lewis.

General Austin display in burning colors, in the report, in a private letter from a gentleman who visited the General a few days ago.

The Tyrolers Warblers go to the other side of the island, like the other side. They will give a visit to the other side of the island.

A new electric lamp on Merchant, between King and Alameda streets. Illumination will be had from one of the electric lamps in the city.

Something has been to be taught at the Hawaiian School—two hours on the days of the week—by a member of the class of Messrs. Wright Bros.

Mr. Schlegel, of the firm of Hart & Co., returned from his last trip to the Hawaiian Islands. He reports business in San Francisco, but lively times in the north country.

James Kinkadee, at large on his appeal, had been arrested again, this time charged with stealing a small sum of money from a woman's dress at the Waikiki Hotel.

Mr. John Dyer and wife returned on Tuesday from a pleasant tour through Honolulu. Mr. Dyer reports all the mills at work, turning out sugar very rapidly. The cane is also looking well, notwithstanding the dry spell in March.

Mr. Mearns, one of the Tyrolers warblers, lodged a complaint at the station early on Friday morning, that he had lost a purse containing \$10 gold and a silver medal gained by him in Bremen, out of the dressing room of the Opera House.

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The weather was very sultry on Thursday.

It was raining briskly at 11 o'clock Sunday night.

Some fine California horses were on board the Alameda.

Several friendly faces reappeared on the arrival of the Alameda.

Two broken rollers arrived by the Likelike from two Spreckelsville mills.

The Umatilla's mail for San Francisco comprised 4,559 letters, 2,055 prints and 28 parcels.

Capt. J. Phillips, formerly of the brig Allie Rowe, is now first officer of the barkentine S. N. Castle.

The pig puzzle has struck the town badly. The attraction seems to be that there is neither pig nor puzzle in it.

A lodge of Knights of Pythias has been organized at Honolulu, Hawaii, with a charter list of twenty-one members.

The Hawaii Baseball Club much appreciate the gift of nine woolen uniform shirts from Hon. Henry Waterhouse.

On Saturday and Sunday there were six arrests made for drunkenness, two for furious driving, two for common nuisance (Chinese throwing things out of the street), and one for malicious injury.

Sergeant P. L. Barrington, late of the U. S. M. C. on board the Vandalla, has been appointed Sergeant Major of the Honolulu Rifles for the camp drill to take place at Diamond Head this week.

A strong iron bridge, from Mirreles, Watson & Co., Glasgow, for Panahan plantation, arrived by the bark Jamaica. A portion of it went up by the steamer Kilauea Hon last trip and the balance goes this week.

Mr. W. O'Ferrall is purser of the Alameda this trip. He made a favorable impression upon those having business to do with him here. It is not the first time he has been here. We have to thank him for courtesies rendered.

About noon Sunday a Chinaman was seen pummeling a fellow-countryman, whom he had under him on the ground, and varying his sport by spitting in the victim's face, at the police factory near King and Liliha streets, Palama.

There was a very small audience at the Opera House to hear the Swiss Warblers on Saturday night. The concert was a very enjoyable one, however, to those present, who proved it so by unstinted and enthusiastic applause.

Mr. S. M. Carter's office on King street was entered early Sunday morning, and the interior thoroughly ransacked without anything of value, so far as known, being taken. Entrance was made by looting or forcing a hook on the back door.

It looks like metropolitan style to see a single line store opened for wholesale and retail business. The Manufacturers' Shoe Co., of Boston, have opened an agency for their goods, with Mr. D. B. Smith in charge, in the new Brewer block on Hotel street. They have an immense stock in all kinds of under-standings.

The Nala ni Hiku musical club, that accompanied Hon. John A. Cummins to San Francisco, returned by the Alameda. They held good houses for a season at the Orpheum, and might have done so three weeks longer, but one or more of them grew homesick and so the engagement was paid.

It is four years since the late Thos. A. Tamm's father was heard from. It still alive, as his descendants here believe, he is 102 years old. Great-grandfather Thum, once paid a prolonged visit to this city, and his grandson-in-law, Mr. David Dayton, believes that he planted the tamarind tree now flourishing on the lot of the razed Sailor's Home.

A woman injured so that she could scarcely walk complained at the Police Station on Sunday forenoon that she had been run over by a brake between the prison and the bridge near King street. Upon her information a foreign resident was arrested on a warrant charging him with forcible and headless driving, and was required to deposit \$200 bail for appearance.

The baseball match between the Honolulu and Kamehameha nines on Saturday was enjoyed exquisitely by a large audience. Great applause followed the frequent good playing, particularly that by the Kamehamehas as new aspirants for diamond honors. They have reason to be proud of beating the Honolulu—heroes of a hundred fights—by the score of 14 to 10.

Capt. Cutler, of the barkentine Kikiki, which arrived from Puget Sound on Saturday, states that when about three hundred miles south of Cape Flattery, he picked up a buoy marked "Pacific Slope." The vessel of that name is a lumberman plying between Puget Sound and Australia, and in case of accident to the ship, this item may be of interest. She was last reported having left Sydney for Shanghai February 20.

The Alameda.

R. M. S. S. Alameda discharged San Francisco pilot May 5th, 1:25 p.m.; stopped for Honolulu pilot May 12th at 8:25 a.m. Time—6 days, 19 hours, 30 minutes. First 30 hours had strong S. W. and westerly winds, with high sea. Thence moderate N. E. and easterly winds, with smooth sea. The Alameda took on board a supply of coal and resumed her voyage for the Colonies about 9 o'clock p.m. Many of the friends of Mr. Walter Hill, editor of the Bulletin, went to the ship to see him off, and he found his room beautifully decorated with flowers. Mr. Cutrell, a young man of business, who arrived from Samoa in the same steamer as the famous Mr. Klein, returned to that troubled land by the Alameda. Mr. Matthy, the champion bicyclist, also took his departure.

Anglican Synod.

The session of the Anglican Diocesan Synod lasted past midnight of Thursday, there having been an animated discussion of church affairs. The Board of Trustees was filled up by the election of the following gentlemen: Capt. H. W. Mearns, R. N., Hon. M. P. Robinson, Messrs. T. R. Walker, T. May, C. R. S. Kynnersley and L. Aseu. The remaining trustees are Rev. Alex. Mackintosh, secretary, Mr. Henry Smith, treasurer; Revs. S. H. Davis and W. H. Barnes; Messrs. Edw. Stiles and G. Harris. The Bishop is President of the Board.

OBITUARY.

The Late Mrs. General Wallace—An Amiable Character.

The many friends of Mrs. General Wallace, who spent two years on Maui some years ago, will be grieved to learn of her death. It took place at her beautiful home, "The Oaks," at Ottawa, Illinois, on April 17th, and was caused by a second stroke of paralysis. Her death was painless and many friends were with her as she breathed her life gently away. She was in her 57th year.

She belonged to a family of soldiers, some of whom took prominent parts in the war for the Union. Her husband, General W. H. L. Wallace, commanded the only division at the battle of Shiloh which held its ground on the day of that fearful battle. He is credited, by the stubborn hold of that position, with saving General Grant's army from annihilation, as it prevented the rebels from getting between that army and the river. The rebels called it the "Hornets' Nest," and Generals Bragg and Pope brought division after division against it only to be repulsed. Finally General Wallace fell mortally wounded, a noble sacrifice for the salvation of an army.

Mrs. Wallace had arrived at the battle field that morning and he died in her arms four days later. Her father, Judge T. Lyle Dickey, was then as Colonel of the 4th Illinois Cavalry, and was afterwards Chief of Cavalry on General Grant's staff. Her brother, Captain Cyrus E. Dickey and Lieut. Charles H. Dickey, were also on that battle field, as were her husband's brothers, Colonel M. R. M. Wallace, Capt. John E. Wallace and C. H. Wallace, most of whom served through the war. Captain Cyrus E. Dickey lost his life one year later at the battle of Sabine Cross Roads, Louisiana.

During the remainder of the war Mrs. Wallace busied herself caring for the boys in blue, and has given herself up since to the care of her adopted daughter, Isabel, and to living the life of a lovely Christian woman. She spent several years in Germany and France having her daughter educated, and was there during the French and Prussian war. She was in Paris until the siege, going out of the city on the last train which left before the environment.

She leaves one sister and two brothers to mourn her loss—Mrs. C. H. Wallace, late of Honolulu, Hawaii; John J. Dickey, Superintendent Western Union Telegraph Headquarters, Omaha, Nebraska, and Charles H. Dickey, of Hailku, Maui.

THE UMATILLA'S DEPARTURE.

Heavy Passenger List and a Dense Crowd in Attendance.

There was an immense crowd on the Oceanic wharf to see the S. S. Umatilla off at noon on Friday. The deck of the ship was thronged almost to suffocation until the gong for "all not passengers go ashore" sounded. Leis were bestowed in gorgeous profusion upon the departing strangers and citizens. Princess Kaulani on ascending the gang plank was saluted with Hawaii Pono! by the band. The syren of H. B. M. S. Coronant was blown as the Umatilla passed, making a family weird accompaniment to the scene. Particulars of freight appear in the shipping column. The passengers were as follows: Hon. A. S. Cleghorn, Princess Kaulani, Miss A. Cleghorn, Mrs. S. S. Savige, Miss A. McBryde, Alex. McBryde, Miss Eversen, Mrs. Mulhern, Mrs. S. Roth and daughter, Col. H. A. Clarke, Hon. J. B. Atterton and wife, G. A. Ansdren, Mrs. Small, Mrs. Belan, Misses Lohmann (2), J. A. Folger, Jr., Miss Folger, T. R. Foster, Miss Grace Seiden, George Seiden, E. A. Schneider, G. C. Williams and wife, Miss A. Roberts, Miss Martin, Mrs. H. Baldwin and family, Miss L. Day, J. N. Robinson, wife, Mrs. Dr. McWaynes, Mrs. Ward, Misses Ward (2), Mrs. T. R. Walker and 2 children, Mrs. A. G. Burchard and 2 children, Mrs. Dillingham, Miss Dillingham, I. Q. Tewksbury, R. Gray, wife and child, Mrs. E. P. Low and child, Miss E. E. Crook, Mrs. A. Cornwell, Miss Adele Widdifield, Geo. W. Ashler, Dr. Walters, Mrs. E. C. Smith, W. W. Campbell and wife, H. H. Hitchcock, wife and child, Mrs. S. J. Levy and child, Mrs. Moore and daughter, W. H. Williamson and wife, Mrs. W. H. Stevens and family, T. W. Rawlins, W. M. Graham, A. J. Campbell, L. Harris, Dr. F. L. Haynes, Dr. R. W. Haynes, Geo. Simpson, J. Wilcocks, J. Parker, Miss Poplham and maid, Mrs. Bond, Miss Bond, Miss McCormick, H. L. Poplham, G. Woodford, E. James, E. James, J. James, J. Anderson, Rev. C. Behm, R. Williams, B. Hughes, J. Hughes, J. McAndrews, J. R. Halliday, O. Tadmam, T. T. Samuels, and 106 steerage.

HAWAIIAN CAMERA CLUB.

Large Attendance at the Monthly Meeting—The Members Photographed by Flash Light.

There was a good attendance of both ladies and gentlemen at the monthly meeting of the Hawaiian Camera Club Friday evening. Mr. C. Heideemann, President, was in the chair, and besides routine business some very interesting practical work took place.

The members were photographed by magnesium flash light, the negative when developed showing remarkably clear details. An exhibition of one or two hundred Hawaiian and European stereoscopic views was given, the instrument used being a beautiful, large, revolving one, in a handsome case. This stereoscope was presented by Emperor Napoleon III. in person to the late Queen Emma on her visit to Paris, and when her effects were sold it was bought by Mr. Heideemann.

Albums of work done by members were open to inspection, revealing some excellent views of scenery and groups. Members have lockers in a large cabinet in the main room, well stored with appliances and chemicals used in photography.

At the next meeting Dr. Martin will deliver the first of a series of lectures he has promised, upon the subject of the "Chemistry of Photography," which he will illustrate with a beautiful camera. The club is in a flourishing condition, having over fifty active members and an illustrious list of honorary members.

OUR SAN FRANCISCO LETTER.

Per S. S. Alameda, San Francisco, May 5, 1889.

(From Our Special Correspondent.)

Sugar Matters.

There is no change to report either in the price of raw or refined sugars. Since your last advices, on April 26th, the basis in New York, for 96 degrees, has remained at 7.47 cents, all arrivals deriving the benefit of the high rate.

Assistant Secretary Tichenor has sustained the appeal of the American Sugar Refining Company from the decision of the Collector of Customs at San Francisco in assessing recent importations of sugar from Java in excess of their polariscopic strength, on the theory that they had been artificially colored so as to degrade them below No. 13, Dutch standard. Samples of the sugars were submitted to experts at Boston, New York and Philadelphia, who reported that the sugar is perfectly normal, containing no artificial coloring. The department therefore decides that these sugars are liable to duty according to their polariscopic test or their apparent color at the time of their importation. This decision is in the matter of the cargo of the steamer Westmeath, on which the American Refinery under protest paid over \$62,000 duties, in addition to \$144,354.17 paid on the invoice valuation.

American Affairs.

Frederick Augustus Porter Barnard, late President of Columbia College, died at New York on April 27th from paralysis.

Z. S. Spalding of Honolulu passed through Chicago on April 29th en route to New York. He says that while he was riding from San Francisco to Chicago he made \$25,000 by a rise of two cents a pound in sugar.

Three thousand miners have quit work at Brazil, Ind., on account of a reduction in wages.

Ten thousand pounds of dynamite exploded at O'Fallon Station, near Hastings on the Hudson, in a storage shaft of the big aqueduct without hurting a single person. The aqueduct was damaged to the extent of nearly \$20,000.

St. Paul, on May 2d, Washington Irving Bishop, the mid-reader, and Mabel Clifford Tabor were married at St. Joseph's Hospital, to set at rest doubts about the legality of the previous contract of marriage entered into in California.

The Spanish-American Commercial Union has been organized in New York for the development of trade between the United States with Mexico, Central and South America, the West Indies and Philippine Islands.

Forreston, about twenty miles north of Dixon, Ill., was swept by a terrible conflagration. Three business blocks were entirely destroyed. Loss about \$125,000.

A circus exhibition was given by society people of New York in a large tent erected in the grounds of James Waterbury Jr. The performers were society people and amateurs.

San Francisco Notes.

Philip A. Roneh, a pioneer politician, is dead.

On May 1st seven cases of violent and sudden death were reported at the Morgue before 12:30 p.m. Captain G. A. Holt, of the steamer Ajax, dropped dead on the Oakland ferry boat. Captain T. Fogg, of Redwood City, dropped dead in the Post Office. E. O. F. Hastings, a well known lawyer, was killed by a Sutter street cabdriver. A boy was crushed to death by a large truck in front of the Grand Hotel. An unknown body was found dead in the bay. A colored man was found dead in his bed, and a Chinaman was found dead in a hallway.

The Washington centennial was celebrated by a grand parade in San Francisco on the 30th of April, and on the 1st May nearly 20,000 children enjoyed themselves at Golden Gate Park. In New York the celebration extended over three days, the marine review probably being the most noteworthy. The centennial ball ended in a drunken orgy.

Col. Geo. W. Macfarlane did not leave San Francisco for the east till May 1st.

Hawaiian Commercial Co.'s stock continues to sell at \$39.50.

Among passengers booked to leave are: Per Umatilla: Mrs. F. M. Hatch, Mrs. Lewis and daughter, Miss Laura Dickson, Miss C. H. Brown, Miss Minnie Brown, Per Mariposa: H. A. P. Carter and family, S. Louisson, B. F. Dillingham, Dr. J. S. B. Pratt.

The cruiser Charleston will start on her trip this week.

Ex-Judge Terry swears that the celebrated Hill-Sharon marriage contract was destroyed by fire with his library at Fresno.

Naval Notes.

The contract for building the great armored coast-defense vessel has been awarded to the Union Iron Works for \$1,628,000.

The following named cadets have reported at the Naval Academy for final examination, they having returned from the Trenton: B. C. Dexter, B. W. Creeds, B. H. Jackson and R. Streeter.

Orders have been given to put the Brooklyn and Essex at New York out of commission.

Ensign John A. Bell has been detached from the Navy Yard at Mare Island, and ordered to duty on the Iroquois.

The Dolphin arrived at Bombay, and the Mohican at Payta on May 4th.

H. B. M. S. Amphion arrived at San Francisco on May 3d, received stores and dispatches, and proceeded to Vancouver the same day. Captain Hutton is in command.

Latest San Francisco Shipping News.

SAN FRANCISCO, Arrivals: April 26, schr. George C. Perkins, 16 days from Honolulu; April 28, bark C. D. Bryant, 20 days from Honolulu; bark Queen, 14 days from Honolulu; bark Ferris S. Thompson, 15 days from Kahului; May 4, schr. Anna, 17 days from Kahului.

Departures: April 26, S. S. Umatilla; April 28, bark Colusa; April 30, bark Lady Lamson, all for Honolulu; May 2, brig W. G. Irwin; May 4, bark Ferris S. Thompson, both for Kahului.

AUCKLAND, April 28, S. S. Zealandia from Honolulu.

PORT TOWNSEND, April 30, bark Ivy from Honolulu.

Projected departures from San Francisco: Bark Forest Queen on May 15; bark C. D. Bryant on May 18; S. S. Umatilla on May 24, and bark W. H. Dimond (no date).

The S. S. Gaelic has just made the trip from Hongkong in 21½ days, and from Yokohama in 13 days, 18 hours and 25 minutes, the quickest time on record.

The bark C. D. Bryant had a terrible gale on the voyage from Honolulu. For twenty-eight hours the ship was hoisted under bare poles. Forty hours Captain Lee had to pump ship by steam, as the crew could not stay at the pumps. The first officer and one seaman had ribs broken, one man was washed overboard by one wave, but rode back safely to deck on the returning wave, a horse was killed and deckload of bananas washed away. The following named passengers signed a testimonial to Captain Lee, including the first and second officers, McDonald and Gillies, in their praise: Dr. A. F. Raymond, Mrs. A. F. Raymond, Mr. F. Hoffeng, Mrs. A. H. Rasmann, Jennie Sullivan, May Blacknell, G. D. Smith, Christ Maurer.

After a race of 108 days from Manila the ships John McLeod, Captain Stewart, and Paul Revere, Captain Sewall, dropped anchor only ten minutes apart in New York harbor. A challenge and wager passed at Manila between the skippers. The vessels sailed at the same time, separated at Cape Horn, sighted each other off Hatteras, were four days in a gale, were neck and neck at Sandy Hook, but the slant of the wind won for the American. From start to finish each carried every stitch of canvas the weather would permit.

Auction Sales.

BY L. J. LEVEY.

Regular Cash Sale!

On Friday, May 17

AT 10 O'CLOCK A. M.

At my Salesrooms, corner of Fort and Queen Streets, will be sold at Public Auction,

Dry Goods, Clothing!

Crockery and Glassware, Sacks Corn and Whole Barley, Cheats Tea, Soap and Perfumery.

California and Manila Cigars

GROCERIES, Etc., Etc.

Also a quantity of superior

Household Furniture!

LEWIS J. LEVEY, Auctioneer.

Mortgagee's

NOTICE OF SALE!

Whereas, the mortgagee hereinafter mentioned hath been heretofore notified by advertisement of mortgagee's notice of intention to foreclose, now, therefore, by order of A. H. Spencer, mortgagee of a certain indenture of mortgage dated September 1st, 1885, of record in the office of Registrar of Conveyances, in Book 93, pages 222, 223 and 224, I am directed to sell at Public Auction,

On Wednesday, May 22

AT 12 O'CLOCK NOON,

At my Salesroom, Queen street, in Honolulu, the property included in said mortgage, as follows:

— ALL THAT —

Certain Tract or Parcel of Land

lying, situate and being in Panahoa, Hilo, Hawaii, more particularly described in deed of S. N. Castle to John K. Akina, recorded in Liber 11, page 14

THE AUSTRALIAN.

Thorough Nature of Her Repairs—New Boilers and Engines—A Gain of One and a Half Knots an Hour.

There have been left at this office by Mr. T. J. T. agent of the works named below, some photographs of the new boiler now building at the Risdon Iron Works, San Francisco, for the Oceanic Steamship Company's steamer Australia. The boiler is fourteen feet four inches diameter by sixteen feet long, the shell being one and a quarter inch thick. The boiler throughout are made of the best quality of homogeneous steel with corrugated furnaces and are equipped with all the latest improvements known to the engineering world.

The boiler was tested in the boiler department of the Risdon Works on their completion, in the presence of Mr. John D. Speckels, President of the Company, and a large number of interested persons, and a hydrostatic pressure of 220 pounds per square inch was put upon them to the entire satisfaction of all present. These boilers are the latest ever built on the Pacific Coast. In ordinary steaming the pressure carried will probably not exceed 160 pounds per square inch. This of itself will produce a steam on the shell of 1,300 tons, and to these figures in the construction, an expansion of the metal of connecting the several sheets of the shell will not be of place. The longitudinal, or fore and aft seams, are provided with heavy butt straps on each side of the plate. The holes for the six rows of steel rivets connecting these are drilled after the shell is temporarily fitted together, so as to insure accuracy. The riveting is done by hydraulic machinery, each rivet being closed with a pressure of 150 tons. The new engine for the Australia is almost completed at the Risdon Iron Works and within a few weeks will be put on board the ship. They will be of the triple expansion type. The ship is being thoroughly overhauled and no expense is being spared to make her equal to the best. With the new engines and boilers it is calculated that the speed of the ship will be increased one and a half miles per hour, on a consumption of ten tons less coal per day. An idea of the size of the boiler is furnished in the photograph of one of them, which shows a man's face peering through a hole at the top, and a man sitting down inside at one of the fire holes at the bottom.

THE FIRE RECORD.

Report of Fires for 1888—Full Statistics by Fire Marshal White.

The report of Mr. John C. White, Survey Engineer and Fire Marshal, of fires, still alarms, etc., in Honolulu from April 1st, 1888, to March 31st, 1889, has been produced on a "blue print" chart, presenting a unique but very satisfactory appearance. It gives day and hour, extent of property and origin of fire, insurance and in what company, etc., in a very clear manner for reference.

During the year there were fifty-eight fires, of which twenty-one were still alarms. There were thirty-three fires, to all of which the department responded. Four fires were outside of the city limits, and the department did not attend them. Thirty-nine drills of companies were held.

LOSSES AND INSURANCE.
Total amount of loss by fire and water, \$33,871 50
Total insurance against such losses, 159,250 00
Insurance paid, 18,554 39
Insurance paid on buildings, 10,921 00
Insurance paid to occupants, 7,633 39
Insurance claims still unpaid, 18,554 59

ATTRIBUTED ORIGIN.
Incendiary, 21
Lamp, 6
Candlestick with matches, 6
Unknown, 5
Fire works, 4
Electric wires, 3
Smoking, 2
Defective stovepipes, 2
Spontaneous combustion, 2
Careless smoking, 1
Ashes, 1
Friction of machinery, 1
Sparks from stovepipe, 1
Rubbish burning, 1
Accidental, 1
Explosion of gasoline, 1

NEW MARKET HOUSE.

Large Number of Tenders Received—The Contract Awarded to an English House.

The following tenders have been received at the Interior Office for the erection of a new market house at Honolulu. The first ten were sent in through the house of Theo. H. Davies & Co.

Westwood & Wright, \$19,925; \$19,366.
Meehan & Sons, \$19,366.
John Lysaght, \$15,748; \$16,858; \$14,225.
Bence & Still, \$15,297.
S. Staffordshire Iron Bridge and Roof Co., \$16,917; \$17,423.
Isaac Dixon & Co., \$18,310; \$19,122.
F. Bealy & Co., \$19,355.
Andrew Handside & Co., \$19,255.
E. T. Bellhouse, \$23,103; \$21,040.
The Bridge and Roofing Co., \$28,176; \$32,302.
Arnold Bros., \$25,000; \$22,067; \$22,215.
O. E. Glasgow, \$25,000; \$23,374; \$14,34.
F. O. B., Glasgow, \$17,000.
Riber & Conley, \$17,000.
F. O. B., Pittsburgh, \$18,550.
J. N. S. Williams, \$18,550.
Boht, Cation, \$23,000.
R. More & Co., \$23,029; \$25,000 including wood work.
E. O. Hall & Son, \$23,044.
H. Hackfeld & Co., \$25,000.
Allen & Robinson, \$25,000.
The tender of John Lysaght for \$14,225 has been accepted, subject to approval of plans which were not specific enough.

Gentlemen (to Uncle Rastus):
"Why, Uncle Rastus, you never charged me thirty five cents before for carrying in a ton of coal." Uncle Rastus: "Dat's case de price hab riz, Mr. Smith. Yo' kain't expect to git 88 coal carried in at de ole rates, sah."

THE DEBATING SOCIETY.

A First-rate Debate—Farewell Social to President Hill.

There was a very good discussion in the Debating Society Thursday evening, upon the subject, "Resolved, that man is more influenced by money than by women." Mr. F. Torrill led in the affirmative, and Mr. P. L. Barrington in the negative, and very thoughtful speeches were made by Mr. J. W. Luning, Mr. A. Vogel and Mr. Hill, President, others speaking in a perfunctory sort of way as a matter of duty.

Two new members were elected, and the following subject was proposed for next meeting, "Resolved, That the influence of the pulpit is more beneficial than that of the press."

After adjournment of the regular session, Mr. Hill was invited to a collation in the ante-room, and a very pleasant time of one or two hours was enjoyed. The occasion was in honor of Mr. Walter Hill, editor and proprietor of the Bulletin, President of the Society during the eighteen months or so of its existence, in anticipation of his departure by this week's steamer for Australia on a four months' vacation he has granted himself. His great services to the society were fittingly acknowledged in speeches from everyone round the social board. Mr. J. W. Luning, a member for a shorter period, came in for a share of the parting alohas of the society, in view of his intended early departure for Washington State. This compliment was the more deserved from Mr. Luning being the mover and chairman of the farewell reception to the departing President.

Royal Colls.

Princess Kaiulani, accompanied by Hon. A. S. Cleghorn, her father, last week completed making calls in state. On Saturday week the residences of the following named were visited: Hon. Messrs. James Campbell, W. G. Irwin, A. Jaeger, H. A. Widemann, C. P. Iaukea, John S. Walker and S. M. Damon; His lordship Bishop Willis, the Roman Catholic Sisters, Marshal J. H. Soper, Rev. A. Mackintosh, Messrs. Robert Louis Stevenson, H. B. Macfarlane, G. E. Boardman, W. M. Giffard, J. T. Waterhouse, Sr., and P. C. Jones.

On Monday the finale was reached when Her youthful Royal Highness called upon Her Majesty Queen Kaiulani and His Majesty the King at Iolani Palace, and H. R. H. Princess Liliuokalani at Washington Place.

The party were driven as on the former days in the late Princess Liliuokalani's state carriage, drawn by a span of bays from the Fashion Stables in charge of Mr. J. J. Sullivan.

SCARRED STARS AND STRIPES.

Friday morning Mrs. Samuel B. Stafford of Cottage City, who passed through this city March 1st for Trenton, N. J., returned, having in her possession the oldest American flag in existence. In fact, it is said to be the only one which has survived Revolutionary times. At Trenton she turned it over to an agent of her husband, who went on to Washington, where it was displayed at the inaugural of President Harrison. The history which the lady gives leads one to believe that it has passed through about everything, and when unfolded to the gaze all doubt is dispelled. The flag has but twelve stars, and once floated proudly over the battle ship Bon Homme Richard in command of John Paul Jones. In an engagement with the British frigate Serapis, September 23, 1779, the flag was shot away and dropped into the sea. Her husband's father, who was under Jones, plunged into the water after it and gaining the deck of the Bon Homme Richard once more displayed the stars and stripes to the enemy. For his valiant conduct he was presented the flag, and it has since remained in the Stafford family.

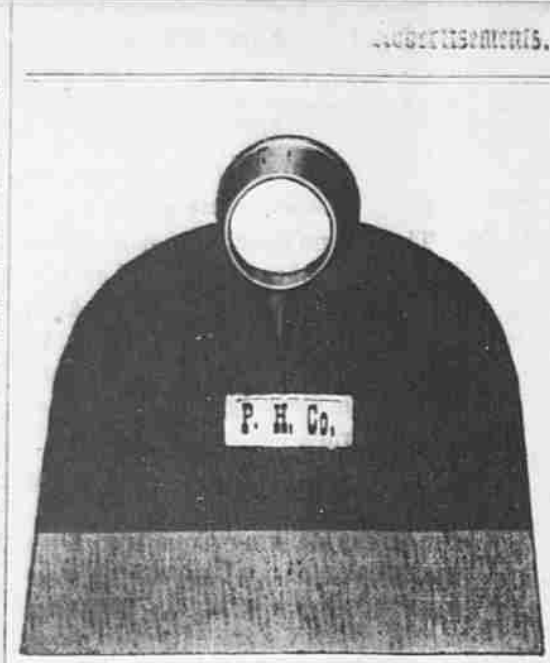
Mrs. Stafford, who relates the history, is an elderly lady and is as proud of her treasure as a mother with her first born babe. It is never to go from the family unless poverty compels the owners to part with it. It was the first flag of this nation to be saluted by a foreign power, the French having that honor.

Thursday night, while Mrs. Stafford was on board the steamer Providence, it was noised around that she had the flag in her possession, and she consented once more to display it. There was a large number of people on board, and as the purser and stewardess held the old flag, Mr. William Bradford of Fairhaven recited the history as above. The band on board played the "Star Spangled Banner," and the welkin rang with cheers for the old colors. Afterwards Mrs. Stafford was given a reception, and in conversation with a Standard reporter expressed herself as much pleased with the manner in which she had been treated on the boat.—New Bedford, Mass., Standard, March 14, 1889.

Ex King Milan, the misfit monarch who recently resigned the throne of Serbia, has been having what is now called by the "boys" a "razzle-dazzle time" in Vienna. He still fears assassination and wears a flexible steel undershirt. He is careful about his wine, and always smells of it before drinking. It is rumored that he will set up a harem in Turkey after completing his tour of Palestine.

ing G has given universal satisfaction in the cure of Gonorrhea and Gleet. I prescribe it and feel safe in recommending it to all sufferers. A. J. STONER, M.D., Dealer, Ill. PRICE, \$1.00. Sold by Druggists.

61 1261-1y



HAWAIIAN WINE COMP'Y,

No. 24 Merchant Street, near Fort Street.

Have on Hand and For Sale a Full Assortment of

All Brands of American Whiskies

Bourbon, Rye and Monongahela,
In Bulk or Case;
Scotch and Irish Whiskey,
In Glass and Stone Jars;
French Brandy,
Very Fine and Very Cheap Qualities, as are wanted;
Gins, in Large and Small Bottles,
(White or Black), also STONE JUGS;
Old Tom Gin,
Best Brand in the Market.

EUROPEAN SHERRIES & PORT!

In Bulk and Case;
All Brands of American Lager Beer,
English Ale and Porter,
German Beer, Etc., Etc.,
In Pints and Quarts.

FINEST BRANDS OF CHAMPAGNES!

In Pints and Quarts;
Bitters, Liqueurs,
Absinthe, Kummel,
Apollinaris Water.

VERY SUPERIOR CALIFORNIA WINES, AS FOLLOWS:

Zinfandel, Malaga, Tokay,
Madeira, Port, Sherry,
Riesling, Hocks, Etc., Etc.

All of which will be Sold at LOW RATES by
FRANK BROWN,
Manager.

THE ONLY GENUINE BLOOD PURIFIER.

SARSAPARILLA AND Iron Water.

IT REMOVES ALL SKIN DISEASES AND IS A HEALTHFUL AND PLEASANT TONIC.

Sole Manufacturers
CRYSTAL SODA WORKS.
69 HOTEL STREET, HONOLULU.
COUNTRY ORDERS SOLICITED. 1247-ly

PURE AND SPARKLING!

— IS THE —
Ginger Ale, Lemonade,
Sarsaparilla, Cream Soda,
Plain Soda, Mineral Waters
OF ALL KINDS.
MANUFACTURED BY
HOLLISTER & CO.

The Water used in preparing their GOODS being
PURIFIED by the
"HYATT PURE WATER SYSTEM."
In operation in the Hawaiian Islands in their Establishment only.

1264-ly

General Advertisements.

HAMBURG—MACDEBURG
Fire Insurance Company,
—OF HAMBURG—
BUILDINGS, MERCHANDISE, FURNITURE and Machinery Insured against Fire on the most favorable terms.
A. JAEGER,
Agent for the Hawaiian Islands.

ORIENT
Insurance Company
OF HARTFORD, CONNECTICUT.
CASH ASSETS JAN. 1ST, 1884: \$1,411,894.41
Takes risks against Loss or Damage by Fire on Buildings, Merchandise, Machinery and Furniture on favorable terms.
A. JAEGER,
Agent for the Hawaiian Islands.

GERMAN LLOYD
Marine Insurance Company,
—OF BERLIN—

FORTUNA
General Insurance Company,
—OF BERLIN—

The above Insurance Companies have established a General Agency here, and the undersigned, General Agents, are authorized to take Risks against the Dangers of the Seas at the Most Reasonable Rates, and on the Most Favorable Terms.

1263-ly F. A. SCHAEFER & CO., General Agents.

WASHINGTON
FIRE AND MARINE INSURANCE CO.,
OF BOSTON, MASSACHUSETTS.

Cash Assets Jan. 1st, 1884: \$1,595,550.34.

Takes Risks against Loss or Damage by Fire on Buildings, Merchandise, Machinery and Furniture on favorable terms.
A. JAEGER,
Agent for the Hawaiian Islands.



A. JAEGER, Agent for the Hawaiian Islands.

PRUSSIAN NATIONAL
INSURANCE COMPANY,
—OF STETTIN—

[ESTABLISHED 1845.]
Capital: 10,000,000 Marks.

The undersigned having been appointed agent of the above Company for the Hawaiian Islands is prepared to accept risks against Fire on Buildings, Merchandise, Furniture, Produce, Sugar Mills, etc., on the most favorable terms. LOSSES PROMPTLY ADJUSTED AND PAYABLE HERE.

H. RIEMENSCHNEIDER,
At Witness & Co.,

1211-ly

Northern Assurance Company.
[ESTABLISHED 1836.]

Accumulated Funds: \$3,000,000

The agent of this Company in Honolulu has received instructions to

Reduce the Rates of Life Insurance

In this country to a minimum rate, without any extra premium for residence in the Hawaiian Islands.

Among the principal advantages attaching to a Life Policy in the "NORTHERN," attention is specially drawn to the following:

SURRENDER VALUES of Lapsed Policies are held at the disposal of the Assured for Six Years.

IMMEDIATE PAYMENT of Claims, without deduction of discount.

ABOLITION of restrictions on Foreign Travel and Residence.

THEO. H. DAVIES,
1210-ly AGENT.

CASTLE & COOKE

LIFE, FIRE AND MARINE

Insurance Agents

— AGENTS FOR THE —

New England Mutual Life Ins. Co.
—OF BOSTON—

Aetna Fire Insurance Company,
—OF HARTFORD—

Union Fire and Marine Ins. Co.
—OF SAN FRANCISCO—

1251-ly

NORTH BRITISH AND MERCANTILE
Insurance Company

—OF—

LONDON AND EDINBURGH

ESTABLISHED 1800.

RESOURCES OF THE COMPANY AS AT DEC. 31, 1886:

1—Authorized Capital, £2,000,000

2—Subscribed, £2,000,000

3—Paid up, £25,000

4—Fire Fund and Reserves as at 31st December, 1886, £1,788,112

5—Life and Annuity Funds, £423,013

6—Revenue Fire Branch, £179,344

7—Revenue Life & Annuity Branches, 593,006

ED. HOFFSCHLAEGER & CO.,
1217-ly Agents for the Hawaiian Islands.

The Liverpool & London & Globe
INSURANCE CO.

ASSETS: \$31,161,000

NET INCOME: \$3,000,000

CLAIMS PAID: \$88,714,000

Have established an agency in Honolulu for the Hawaiian Islands, and the undersigned are prepared to write risks against

FIRE ON BUILDINGS,
MERCHANDISE & DWELLINGS
On favorable terms. Dwelling Risks a Specialty. Detached dwellings and contents insured for a period of three years, for two premiums in advance. Losses promptly adjusted and payable here.

1188-ly BISHOP & CO.

General Advertisements.

Boston Board of Underwriters.
AGENTS for the Hawaiian Islands,
C. BREWER & CO.,
1210-ly

Philadelphia Board of Underwriters.
AGENTS for the Hawaiian Islands,
C. BREWER & CO.,
1210-ly

HAMBURG—MACDEBURG
Fire Insurance Company,
—OF HAMBURG—

The undersigned having been appointed Agents of the above Company, are prepared to insure risks against fire on Stone and Brick Buildings, and on Merchandise stored therein, on the most favorable terms. For particulars apply at the office of F. A. SCHAEFER & CO., 1196-ly

GENERAL INSURANCE COMPANY
For Sea, River & Land Transport
—OF DRESDEN—

Having established an Agency at Honolulu for the Hawaiian Islands, the undersigned General Agents, are authorized to take Risks against the Danger of the Seas at the Most Reasonable Rates, and on the Most Favorable Terms.

F. A. SCHAEFER & CO.,
1256-ly Agent for the Hawaiian Islands.

Insurance Notice

The Agent for the British Foreign Marine Insurance Company (Limited) has received instructions to Reduce the Rates of Insurance between Honolulu and Ports in the Pacific, and is now prepared to issue Policies at the lowest rates, with a special reduction on freight per steamer.

THEO. H. DAVIES,
1191-ly Agent Brit. For. Mar. Ins. Co., Limited

Mutual Life Insurance Company.

—OF NEW YORK—

Assets Dec. 31, 1888: \$136,082,153.56

Reliable, Profitable, Prompt and Certain.

Those who desire safe Life Insurance are invited to apply to

S. B. ROSE,
1212-ly General Agent Hawaiian Islands.

The Hartford Fire Insurance Co.

—HARTFORD, CONNECTICUT—
(INCORPORATED 1816.)

Total Asst Jan. 1, 1888, \$5,288,643 97

Having established an agency at Honolulu for the Hawaiian Islands, the undersigned is prepared to accept risks against fire on Buildings, Merchandise, Furniture, Machinery, on the most favorable terms. Losses promptly adjusted and payable here.

C. O. KIRKMAN,
1220-6m Agent for the Hawaiian Islands

TRANS - - ATLANTIC

Fire Insurance Company,
—OF HAMBURG—

Capital of the Co. and Reserve, Reichs-

marks, 6,000,000

Capital their Re-Insurance Companies, 101,600,000

Total, Reichsmark 107,600,000

NORTH GERMAN

Fire Insurance Company,
—OF HAMBURG—

Capital of the Co. & Reserve Reichs-

marks, 8,800,000

Capital their Re-Insurance Companies 35,000,000

Total, Reichsmark 43,800,000

The undersigned, General Agents of the above three companies for the Hawaiian Islands, are prepared to insure Buildings, Furniture, Merchandise and Produce, Machinery, etc., also Sugar and Rice Mills, and vessels in the harbor, against loss or damage by fire on the most favorable terms.

H. HACKFELD & CO.,
1251-ly

Metropolitan Market

King Street.

Choicest Meats

— FROM —

Finest Herds.

G. J. WALLER, Prop.

FAMILIES AND SHIPPING

SUPPLIED ON SHORT NOTICE

— AND AT THE —

Lowest Market Prices.

All Meats delivered from this Market are thoroughly chilled immediately after killing by means of a Bell-Coleman Patent Dry Air Refrigerator. Meat so treated retains all its juicy properties, and is guaranteed to keep longer after delivery than freshly-killed meat.

1251-3m

Wing Wo Tai & Co.

Importers and Wholesale Dealers in

Chinese, Japanese, American

and European Goods.

By late arrival have received fresh stocks in

All kinds of Tea, White and Colored Mat-

ting, Japanese Screens, Flower Pots,

Camphor Trunks, White Silks.

Pongee Silk, Silk Handkerchiefs, Mantle

Cigars, best quality, etc.

1251-4f

AT MALIETOA'S COURT.

How an Embassy From King Kalakou Was Feasted at Samoa.

SPEECHES AND KAVA.

Remarks for Table Cloths and Pig.
Kava and Breadfruit for Dinner.

March 2, 1889. In San Francisco Examiner.

Honolulu, H. I., March 3.—We had brought out the long wicker chairs on the sand, handed them over the veranda rail in fact, for the beach house, "Mancua," is by the sea.

Two young fellows in white duck—we call them "Pueaka" and "Tusi-Tusi" since their return from Samoa—were stretched out in comfortable attitudes, smoking and talking about the tropics and their experiences there.

"The tired of hearing about the political side of your Samoan trip," I said, and with truth, for "Pueaka" (Samoa for shadow catcher, artist) had accompanied the Hawaiian Embassy, of which "Tusi-Tusi" (secretary, quick writer) was an important member, and I had heard the political situation of those islands, struggling in the grasp of the Germans, reviewed in all its lights.

"Tell me," I said, "something about the people themselves. Were they wild savages, speared and ferocious, brandishing spears and shrieking for gore?"

"Tusi-Tusi" laughed. "I never saw a more dignified man, or one with finer manners, than King Malietoa. He wore a malo or breech-cloth, but his skin was like shining bronze."

"Well," said Pueaka, "old Malietoa sent his canoe for us early one Friday morning, and this was to be the first formal presentation of the Hawaiian Embassy to the King. It was about 9 o'clock in the morning—a beautiful day."

"Hot as blazes," from Tusi-Tusi. "Malietoa's brother steered the canoe, four men paddled, and Polon, a high chief, stood at the bow acting as pilot through the reef."

"Did the chiefs wear any clothes?" I asked.

"No, nothing but a strip of tapa or bark cloth around the loins, and wreaths of seeds and flowers about their necks. Handsome fellows they were, too, over six feet tall, as most of the Samoans are, beautifully oiled, and shining in the sun like bronze statues come to life."

"When we were about half a mile from where the grand meeting was to be, the boat turned in and landed, in order for us to put on our togs. An old man came down to the shore, welcomed us and took us to his house, all spread with fine mats and one ancient chair with three legs."

"He made us a neat little speech which was translated by the court interpreter, a half-caste American and Samoan. One of us thanked them and then the kava bowl was passed around and we all took a drink."

"Then a mat was let down from the rafters and we went into the little improvised dressing-room, opened our grip-sacks and put on our togs."

"There were six big chiefs waiting to receive us—a delegation from the Council-house. They shook hands with us all around, beckoned us to follow them, and then fled away through a grove of bread-fruit and banana trees."

"When we arrived at King Malietoa's house he welcomed us right royally and placed us on his right and left hand on a bench covered with tapes and fine mats. Then the kava bowl was brought out and one of the Princesses made the kava."

"They make quite a ceremony over it. When it was ready the Princess—"

"Her side garment," said Tusi-Tusi, "was a petticoat of leaves, and I assure you, it was very becoming."

"She was as pretty as a picture," returned Pueaka, enthusiastically, "and so smiling and graceful. She clasped her hands as a signal that all was ready, and the body-servant of the King took his Majesty's drink—"

"a cup made of half a coconut, polished, and filled it with the beverage, first spilling a part on the ground to ward away the evil spirits."

"We had to drink ours in separate cups," said Tusi-Tusi. "It is sure death to use a royal coconut."

"Did you spill yours on the ground, too, Tusi-Tusi?" I asked.

"Of course," he answered, "it was a regular game of follow my leader. They believe if any one drinks without first breaking the spell by spilling some, he will surely die. After this some American whisky and gin were passed around."

"Were there any women there all this time?"

"The queen was there. She was a high chiefess from some other group farther south, and several princesses. They all wore their hair dyed. They covered it with a plaster of lime and water, and that bleaches it to a reddish color that is very becoming to some of them."

"What did they wear?"

"Oh, some wore petticoats of leaves that hung from the waist down and made the women look like ballet dancers, or they wore a piece of tapa closely wrapped around the loins. Then they have necklaces of

bright seeds and shells and flowers in their hair. I tell you they are handsome!"

"When we had rested and had more speeches the King arose and escorted us, single file, through a large village to the Council-house, which was a grass hut thirty-five by fifty feet, and crowded with chiefs. There must have been a hundred, all solemnly sitting cross-legged on their mats in rows, according to their rank."

"They wore flowers in their hair," continued Pueaka, "and strings of bright-red seeds around their necks, and they fairly glistened with coconut oil. Each carried a staff of polished wood and a fan. We were shown to a raised bench at one end of the house, with one of the fine mats at our feet. There wasn't a sign of a woman anywhere."

"Then one of the big chiefs stood up, and took the speaking staff the orator always holds while he is addressing the house. I can't remember all he said, though it was very well translated."

"I remember," said Tusi-Tusi. "The first man who spoke was the King's orator. He made us welcome to the village of Tifua and Pipula—to the birthplace of the Malietoas, and the seat of government. I tell you he talked like a book."

"The chief responded," said Pueaka, "and Tusi-Tusi here made a fine speech in thrilling Fenimore Cooper style that seemed to please everybody."

"Then came kava, this time made by one of the high chiefs. After about two hours of speeches a great noise was heard at the end of the village, and a procession filed along to the music of drums. First came four men bearing a litter with 250 pounds of roast pig on it, then came men with taro, chickens, ducks, bread fruit, coconuts, yams and fish, about sixty men in all."

"These things were all piled up before the house, and presented to us—cooked edibles enough for 1,400 people. Then the feast began; banana leaves were laid on the ground for tablecloths, and the tid-bits picked out for the guests. I was hungry, and the way I tackled the spring chicken and coconut milk was a wonder to the aborigines."

"After the feast the oldest of the chiefs stood up among the mountains of grub and divided it out among the chiefs of the villages, who, when their names were called, advanced and took their portion."

"After it was all divided but the big hog and about a ton of fruit and fish—which was our share to take home with us—the feasting began in the village."

"We sat around and smoked awhile, and then those six old chiefs got up, oiled themselves well with coconut oil, and danced the seava for us, a thing they had never done for foreigners before. They kept it up for two hours, doing the wildest things, prancing and leaping and throwing themselves like mad."

"After more speeches and kava the King escorted us back to his house, and we lay off in the shadow of the palms and smoked, starting homeward at 10 o'clock that night."

"Did you ever see Malietoa again?" I asked.

"Oh, yes," said Pueaka; "we saw him many times. What a shame it is to think that he is now in the power of the Germans, his beautiful islands the scene of riots and war. I cannot believe that Bismarck knows half."

"Bother Bismarck!" returned Tusi-Tusi, with warmth. "If the Americans had any spirit at all they would not have calmly laid by and—"

"But they had no authority from their Government—"

"Oh, well," I said, rising and shaking the sand from my dress, "if you fellows are going to talk politics, I'll leave."

I. S.

Advertisements.

PAULHARD PLANTATION,
HAWAII, March 9, 1889.

Hidden Iron and Locomotive Works, San Francisco.
Gentlemen—We have used two of your 30-inch diameter Filter Presses this season. They are convenient, easily handled and are working entirely to our satisfaction. I can recommend no improvement on them.

Very respectfully yours,
Richard A. Moore,
Manager Paulhard Plantation.

These Presses are being carried in stock in Honolulu and are sold at very low prices to meet the demand. A consignment is now on the way.

Risdon Iron & Locomotive Works,
San Francisco.
For particulars enquire of
JOHN DYER, 100 Broadway, New York.
Room N. 3 Spreckels Block.
By 129 W. G. IRWIN & Co., Agents.

FRANK GERTZ,
Fort Street, Honolulu.

Importer and Manufacturer of
Ladies', Misses', Gents'
and Youths'
— FINE —
BOOTS & SHOES

Of the Best and Latest Make.
1251-3m

New Advertisements.

SPRING AND SUMMER DRESS GOODS!

IMMENSE VARIETY NOW ON HAND AND STILL
MORE TO ARRIVE AT THE

POPULAR MILLINERY HOUSE,

104 Fort Street, Honolulu, H. I.

N. S. SACHS, - - PROPRIETOR.

New Novelties in Wash Materials, which we are offering at very Close Prices.

Fancy Figured and Solid Color Satines, for 25 cents a yard in all the New Shades and Latest Patterns.

Fancy Figured and Solid Color Chambrays, in Pink, Light Blue, Navy Blue, Brown and Slate Color.

Fancy Figured English Muslins, 12 yards in a piece for \$2.50.

Fancy Novelty Dress Gingham, in Stripes and Plaids, 6 yards for \$1.

Feather Gingham Chiffons and Crinkles, in all the new combination Colors.

Fancy Striped White Goods, entirely new; in Light Blue Red and Black Striped, only 20 cents a yard.

Our White Goods Department is Complete!

Nansooks, in White or Cream Plain Striped or Fancy Plaids, Victoria and Persian Lawns, India Linen, Etc.

Victoria Lawn, 8 and 10 yards pieces, 75 cents and \$1 a piece.

Open Lace Stripes and Lace Plaids, in Great Variety.

— A NEW ASSORTMENT OF —
Hamburg and Swiss Embroideries!

Yoke Embroideries, Edgings in White and Colored.

Oriental Lace Skirt Flouncings, in White, Cream, Ecru and Black.

CHOICE MILLINERY GOODS!

— JUST RECEIVED THE —
Latest Styles in Straw Hats and Bonnets!

— ALSO A FINE ASSORTMENT OF —
NEW FANCY RIBBONS AND NEW TRIMMINGS.

Island Orders Solicited and Promptly Attended to.
SAMPLES SENT WHEN APPLIED FOR.

CASTLE & COOKE,

Would respectfully call renewed attention to their
LARGE STOCK OF STANDARD GOODS

Especially selected to meet the demands of
Planters, Sugar Mills and Mechanics!

Recent large arrivals enable us to fill orders with increased satisfaction, and unremitting attention to the wants of our patrons and replenishing stock from San Francisco, New York and England, to disappoint our customers but very rarely. To catalogue our varied stock or properly describe it would take an entire issue of the GAZETTE, supplement and all in fine print. Call and make your wants known. We specially would call attention to new supplies as follows:

ASBESTOS FELT MIXTURE

The STANDARD pipe and boiler covering; and Hair Felt.

Pearl, Palace and Vulcan Kerosene Oils!

A large stock at bottom prices.

FRANKLYN STOVE COAL in quantities to suit.

Increased stocks and lines of Shelf Goods and Mechanics Tools.

Files, Saws, Planes, Etc.

A large line of AGATE WARE. A splendid "COOKING CROCK," a new invention which should be in every nice kitchen.

For the rest call and see for yourself!

JOHN NOTT,

At the old Stand, No. 8 Kaahumanu Street.

TIN, COPPER AND SHEET IRON WORKER

Plumbing, in all its branches;

— Artesian Well Pipe, all sizes: —

STOVES AND RANGES,

Galvanized Iron Water Pipe, all sizes,

— AND LAID ON AT LOWEST RATES —

Cast Iron and Lead Soil Pipe,

House Furnishing Goods,

— ALL KINDS. —

RUBBER HOSE—ALL SIZES AND GRADES:

Lift and Force Pumps, Cistern Pumps, Galvanized Iron, Sheet Copper, Sheet Lead, Lead Pipe, Tin Plate, Water Closets, Marble Slabs and Bowls, Enamelled Wash Stands

Chandeliers, Lamps and Lanterns Etc.

General Advertisements.

Cuticura



A POSITIVE CURE
for every form of
SKIN AND BLOOD
DISEASE
FROM



PIMPLES TO SCROFULA

DISFIGURING HUMORS, Humiliating Eruptions, Itching and Burning Skin, Tortures, Loathsome Sores, and every species of Itching, Scaly, Pimples, Inherited, Scrofulous, and Syphilitic Diseases of the Blood, Skin, and Scalp, with Loss of Hair, from infancy to old age, are cured by CUTICURA RESOLVENT, the new Blood Purifier, internally, and CUTICURA and CUTICURA SOAP, the great Skin Cures and Beautifiers, externally.

ITCHING and Burning Skin Diseases, Bakers', Barbers', Grocers', Washwomen's Itch, Itching Flies, and Pellicle Irritations peculiar to both sexes, instantly relieved by a warm bath with CUTICURA SOAP and a single application of CUTICURA, the great Skin Cure. This repeated daily, with three doses of CUTICURA RESOLVENT, will speedily cure Itching Diseases of the Skin and Scalp, when all other means absolutely fail.

A Magnificent Popular Work on the Skin, with Engraved Plates, is wrapped about the Resolvent. Also, one hundred Testimonials, so easily secured to before the British Consul, which repeat this story: I have been a terrible sufferer for years from Diseases of the Skin and Blood, have been obliged to shun public places by reason of my disgusting humors; have had the best physicians; have spent hundreds of dollars, and got no relief until I used the CUTICURA REMEDIES, which have cured me, and left my skin and blood as pure as a child's. Send for our sixty-four page book, "How to Cure Skin Diseases." Address:

HAWAIIAN CONSULENCE,
Benson, Smith & Co., Honolulu.

CUTICURA, the Great Skin Cure (a Medicinal Jelly for external use), instantly allays Itching and Inflammation, clears the Skin and Scalp of Humors, Sores, and Dandruff, destroys Itch Skin and Pimples, heals Ulcers, Sores, and Discharges; Wounds, restores the Hair, and beautifies the Skin.

Cuticura Soap, an exquisite Skin Beautifier and Toilet Requisite, prepared from CUTICURA, is indispensable in treating Skin Diseases, Baby Humors, Skin Blemishes, Prickly Heat, Itches, Sunburn, and Rough, Chapped, or Greasy Skin.

For Sale by all retail chemists and wholesale druggists and dealers in medicine throughout the world. CUTICURA, 50 cents per box, large boxes, \$1.00; CUTICURA SOAP, 25 cents; CUTICURA RESOLVENT, 15 cents; CUTICURA RESOLVENT, per bottle.

PREPARED BY THE
POTTER DRUG & CHEMICAL CO., BOSTON, U.S.A.

ASK FOR

LIEBIG COMPANY'S

And see that each Jar bears Baron Liebig's Signature in Blue Ink across the Label.

EXTRACT OF MEAT

FINEST AND CHEAPEST MEAT-FLAVOURING STOCK FOR SOUPS, MADE DISHES AND SAUCES.

Invaluable for India as an Efficient Tonic in all cases of Weakness.

Keeps good in the hottest climates, and for any length of time.

Cookery Books Post Free on Application to the Company.

LIEBIG'S EXTRACT OF MEAT Co., Limited, Fenchurch Avenue, London, England.

HOLLISTER & CO.

NEW GOODS!

Just to hand direct from Europe per

BARK SARACA.

Gosnell's Sherry Tooth-Paste, Gosnell's Tooth Brushes, Gosnell's Violet Toilet Powder, Gosnell's Cherry Blossom Perfume.

Jewsbury & Brown's Tooth Paste,

Pinaud's Huile Antieque,

Pinaud's Hongroise,

Floaline,

Rowland's Macassar Oil.

Saunders' Face Powder,

DeHaut's Pills

Liebig's Extract of Meat,

Blancard's Pills.

Hall's Pills,

Eastman's Powders.

Espe Cigarettes, Apollinaris Water, Friedrichall Water, Vichy Water.

Constantly on hand a full line of Pure Chemicals from the largest manufacturers of United States and Europe.

AGENTS FOR

P. Lorillard's Tobaccos!

Vanity Fair Tobacco and Cigarettes.

STRAITON & STORM CIGARS.

MANUFACTURERS OF

GINGER ALE, SODA WATER

LEMONADE, CREAM SODA

ETC., ETC., ETC.

PHOTOGRAPHIC MATERIALS A SPECIALTY

GOODS RECEIVED BY EVERY STEAMER.

HOLLISTER & CO.,

Vessels in Port from Foreign Ports.

n Mis p't Morning Star, Garland, S S
 er bk G N Wilcox, Itasca, Bremen.
 I B M S Cormorant, Nicolai, Hawaii.
 bk Olaf Trygvason, Meyer, Newcastle.
 bk Alex McNeil, Friis, San Francisco.
 aw bk Andrew Welch, Murston, New
 castle.
 er bk Jamaica, Siebert, Glasgow.
 bk Dr. Metzger, Newcastle.
 n bk C O Whitmore, Ward, Page Sound.
 k S N Castle, Hubbard, San Francisco.

PASSENGERS

ARRIVALS.

From San Francisco, per bkine S N
astle, May 6—C J Ludwigsen.

From Hamakua, per stmr Iwalaui, May
5—J Dyer and wife, W H Purvis, Miss
Lullinger, J S Muirhead, and 20 deck pas-
sengers.

From windward ports, per stmr Kinau
ay 8—Major W H Cornwall, J D Treg-
on, Jr, E M Baldwin, Mrs H T Walker
and 2 children, Mrs Hanuua, Miss Mary
aruna, H P Wood, C R Sneyd Kyner-
ey, Rev J M Silver, F Johnston, M
ookino, Tong Fong, Mrs H P Baldwin
and 2 children, Miss L Cockett, C E Short
and 60 deck passengers.

Adams from Waianua and Waiailua, per stirum
May 7—G L Edwards, R Williams,
J B Aarons, C Iepiers, and 15 deck passengers.

By from Waialua and Waialeale, per stirum
May 10—M F Falkner and wife,
John Hill, George H Walker, J S
Carrasco, Francisco Lopez, M S & N Adams.
May 12—W P A Brewer, wife, 2 children and servant, B Cartwright, wife and 2 children, Miss Margaret Cook, Mrs J D
Hill, John G Jones, Jr., E J Smith, J L Little, C W Macfarlane, wife and child,
N Phillips and wife, J O Prouty, M E Leiva, Ja Welsh and wife, and 31 cabin
passengers.

Caia from Maui, per stirum Lakelike, May 12—
Robinson, Mr Schobery, Bro Bertram's
Mahuna Kalele and child, Rev J Wainui-
waka, His Healey, Lex W Westervelt,
R T Emerson, and 46 deck passen-

Deck passengers from Kauai, per stirum Mikahala, May 12—
F W Gladie, wife and child, Dr Campbell,
J Blakely, Oscar Knapp, and Geo Camp-
bell, all of Honolulu. Capt Robert C
Barnes, Captain of ship, Mrs Barnard,

TYPESET BY THE PRESS

DEPARTURES.

For San Francisco, per S. S. Mariposa, May 6—W. H. Johnstone, Mrs. Ferguson, 4 passengers in transit.

For Maui and Hawaii, per star W. G. Hull, May 7.—For the Volcano: His Honor the Governor Justice S. H. Hale, Hon. G. H. Hale, 2 wives; L. M. Baldwin, Miss Louisa, W. Smith, G. Timoteo, N. Burgess, C. Allen, Col. S. Norris, and 75 deck passengers.

For Kauai, per star Mikahala, May 7.—W. H. Rice, A. Dreier, Mr. Sylvia and, Mr. Kahananiua, and 40 deck passengers.

For Maui, per star Libellek, May 7.—P. N. Makoe, Rev. J. Wainimu, R. D. Lubridge, J. A. Palmer, Mrs. Wm. Giffard, A. Bailey, Mr. Bailey, H. Morrison, W. Grotzke, and 30 deck passengers.

For Honolulu and Maui, per star E. White, May 8.—J. A. Mander, per star E. White, and nurse, Mr. Garstin, and 4 deck passengers.

For San Francisco, per star Rosalind, May 8.—J. A. Harvey, Mrs. Evans, Miss J. A. Mander, and 10 deck passengers.

SHIPPING NOTES.

The British bark Royal Alfred, 1,150 tons, assigned to Messrs. Theo. H. Davies & Co. is 122 days out from Liverpool.

The bark Alce, McNeil is taking in sugar at Kinau wharf. She will sail this day with nearly 30,000 bags sugar for Francisco.

The American tern W. S. Bowne, Capt. Blumh, arrived May 10th, 15 days from Francisco, with general cargo. Messrs. Kinnear & Co. are consignees.

The barkentine John Smith, Captain Edl, sailed for San Francisco from Kail, Maui, on Wednesday May 8th, with tons of sugar valued at \$89,780 85.

The schooner Sailor Boy arrived at Manoa, Hawaii, on April 29th, from San Francisco, and was to leave again yesterday May 8th, with sugar for San Francisco.

11. **Price:** 100

The American barkentine Kikikat, Capt. T. D. Cutler, arrived on Saturday morning from San Francisco at about 900 feet timber. She was anchored in stream.

The barkis California, 777 tons, John Ester, master, and tons, and E. Lersey, 680 tons, both heading for Los Angeles S. W., for Honolulu April 1st. John Worster is now on her way for

The schooner Rosalind sailed on May 1st for San Francisco with 8,000 bags strapped as follows: H. 440; teal & 1,240 do. Total tonnage, 460 tons; estimate value, \$34,550 TL.

The American schooner Rosalind, Capt. J. A. Smith, left here last night for San Francisco, with about 900 general merchandise. Had light variable cargo the greater part of the passage. The crew consisted of Master, J. H. Field and is moored at Brewer's wharf.

The American barkentine S. N. Castle,

The steamship *Unatilla* sailed May 10th for San Francisco with a cargo of domestic goods valued at \$145,383.49. The passengers were: W. G. Irwin & Co., 7,720 sugar; H. A. Wittenmund, 4,028 do.; C. Alfong, 2,451 do. do.; J. T. Waterhouse, 1,284 do. do.; A. J. Campbell, 401 bananas; S. J. J. Camp, 10 lbs. bananas; 193 bags rice, 417 bundles of sugar, 650 skins, 1,520 hides, 34 bags coffee, 4 bags sundries.

Particulars of the Suit Brought to Cancel Its Charter—Witnesses Who Knew Nothing.

asked to produce the books of the company to show this fact.

E. L. G. Steele testified that he was formerly the President of the American Sugar Refining Company and was the first to suggest that it join the trust. He went to Haverly in New York and made the proposition. Afterward it was carried out, everything being done through John E. Searles, Jr. He said Searles told him every refinery in the United States was in the trust, except Harrison, Fraser & Co., and E. C. Knight & Co. of Philadelphia, a small concern in Boston and Claus Spreckels.

Mr. Oxnard said he did not know anything personally of the formation of the trust, as the negotiations for the American Refinery were carried on by his attorney, John R. Dos Passos. After three hours of persistent questioning Mr. Oxnard confessed that the company, the American, exchanged its stock, with the exception of a few shares, for certificates of the Sugar Refineries Company, and that he signed the name of the company to the agreement. John E. Seales, Jr., presented the document and read a portion of it to him. He said he did not read it at all, and did not know what the title of it was. If he read the title he could not remember it.

Judge Wallace was curious to know whether the owner of so much valuable stock in the American Sugar Refinery surrendered it for certificates in the new combination without knowing what the latter were worth and signed the agreement without understanding what it contained. Mr. Oxnard said he did so upon the advice of his attorney.

Secretary F. W. Zelle of the American Sugar Refinery produced the letter books of the company in court, the prosecution desiring to show that the company renders reports of all its transactions to the trust in New York, through John E. Seales, Jr., the Treasurer of the combination.

The reading of such portions of the letters as would show the profits of the business was allowed.

The statements made to John E. Searies Jr. were to the effect that he profits from all sources from January 1, 1888, to August 1, 1888 were \$376,351.88; for August, \$72,34.92, and for September, \$93,916.42. October and November were fairly prosperous, but in December there was not a great deal of profit.

It was proved that all the expenses of the American Refinery were reported to John E. Searies Jr., and the following monthly payroll was placed in evidence to show how the money of the company is disbursed for office expenses: Robert Oxnard, assistant to the President, \$1,000; Attorney Mitchell explained this as another form of saying that he represents the sugar trust, \$625 a month; F. W. Zeile, Secretary and Treasurer, \$250; Charles W. Brown, Cashier, \$250; John Jones, bookkeeper, \$125; Miss Maloney, typewriter, \$40; Paul, office boy, \$25.

Mr. J. D. Spreckels testified that of the twenty-four sugar refineries in the United States all but seven have been shut down, and that of those working three are in the trust and four are not. Those out of the sugar trust are the California Refinery, owned by Claus Spreckels & Co., and the Bolander

Robert Oxnard being recalled said that from the time he arrived in this city he acted as assistant to President Welch of the American Sugar Refinery. He said the Hawaiian Island sugar planters are interested in half the profits of the American Sugar Refinery after taking out the cost of operations. This is an obligation that Havemeyers & Elder have undertaken as successors to the American Sugar Refinery.

Hermann Bendel, one of the stockholders of the American Sugar Refinery before the stock was transferred to the solid eleven of New York city, headed by John E. Seales, Jr., said he had a conversation with Mr. Seales in which he was given to understand that by exchanging his stock for certificates of the Sugar Refineries Company he would thereby become interested in several refineries instead of one. He sold his stock to Seales.

Samuel T. Alexander said he was owner of stock in the American Sugar Refinery until the stock was transferred to the Sugar Refineries company. He owned 210 shares of the stock and got 315 shares of

managers of the Sugar Refineries companies. He sold all of his stock. Nevertheless, ten shares were left standing in his name to enable him to act as a trustee. As a matter of fact he did not own these ten shares. W. W. Montague said he transferred all his stock in the American Sugar Refinery to Mr. Seearles. After that ten shares were put in his name to enable him to act as a trustee of the corporation. He did not know where the ten shares of stock came from. He did not buy them and never owned them, although they stood in his name.

"Would you have undertaken to be sold or to have mortgaged those ten shares?" asked Judge Wallace.

"No, sir," replied the witness.

General Dimond testified that ten shares of stock had been put in his name by President Welch of the American Sugar Refinery, but that he had never owned them.

The trial of the great sugar trust case was concluded yesterday morning, April 16th, after a long debate between Attorneys Pierson and Wilcox over the introduction of the report of the New York Senate, which

Advertisements

Mortgagee's Notice of Sale.
BY VIRTUE OF A POWER
 of Sale contained in a certain Mortgage
 Deed given by Ekekes and Kahimani, husband
 and wife, of Lanipahoehoe, Hilo, Hawaii, to the under-
 signed, E. W. Barnard, of Lanipahoehoe, Hilo,
 Hawaii, afterwards dated April 9, 1888, and re-
 corded in the books of Deeds in Liber 110
 and pages 291, 292 and 293; and for the breach of
 the conditions of said mortgage, the under-
 signed, E. W. Barnard, as mortgagee, hereby
 payment of principal and interest was made,
 that the undersigned intends to foreclose said
 mortgage, and to sell the premises, together with
 and hereditaments in said mortgage, and to
 named and described will, after the time limit
 and the publication of same, be sold at
 Public Auction.
 For further particulars inquire of W. E. Bar-

The Consuelo Libel Case—Gay vs. Mendonca.

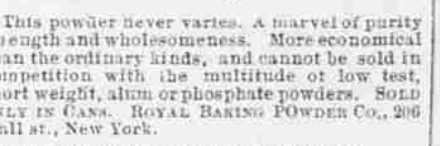
Mortgage. E. W. BARNARD, Mortgagee.
Laupahoehoe, Hawaii, April 24, 1889.
The property in said mortgage described being as follows:
All that certain tract or parcel of and situated at Puna, Hilo, Hawaii, being the same premises as that tract or parcel described in Royal Patent No. 4957; and also that tract or parcel of land situated at Kahua, more particularly described in said Patent No. 4957. That tract or parcel of land situated at Puna, Hilo, containing 86-16-10 acres, and the other at Kahua, containing 7 acres. 1208-4t

Mortgagee's Notice of Foreclosure.

IN ACCORDANCE WITH A
power given in a certain mortgage made by Kimo, Kolo of Honolulu, Oahu, to S. K. Aki of said Honolulu, on the 11th day of February, and recorded in Liber 112, on page 400, and in order to foreclose said mortgage, the lands herein-after mentioned will be sold at Public Auction, at the auction rooms of Jas. F. Moran, on Queen street, on SATURDAY, May 11th, 1889, at 12 o'clock noon.

The land mentioned in said mortgage are as follows:
1. A certain piece or parcel of land situated at Waialeale, Kauai, containing 10 acres, being the land granted to Kahuikukui, K. Royal Patent No. 4957, containing 10 acres. It is a good land for cultivating corn. S. K. Aki, Mortgagee.
Honolulu, April 19, 1889.
For further particulars apply to S. K. Aki, the attorney for mortgagee at his office over the bank of Bishop & Co. 1208-4t

Mortgagee's Notice of Foreclosure.

[illegible]

Mortgagee's Notice of Fore-

[illegible]

Together with all and singular the tenements,
rediments and appendances thereto

Mortgagee's Notice of Intention to Foreclose.

NOTICE IS HEREBY GIVEN

That pursuant to a power of sale contained in a certain mortgage deed, dated the 1st day of January, A. D. 1888, made by Louis Torg of Honolulu, Island of Oahu, to Alexander J. Cartwright, said Honolulu, recorded in the office of the Registrar of Conveyances in Liber 109, folios 334-8, and for a breach of the conditions said mortgage deed contained, to-wit: the non-payment of the interest thereon, that all the singular lands, tenements and hereditaments in said mortgage deed contained and described after the date of said mortgage deed at time to be hereafter designated, be and be lawfully sold at public auction on account of the breach of the conditions hereinafter recited, to-wit: the property in said mortgage deed described being situated at Kalihi, Island of Oahu, and the same is hereby advertised as follows:—

—That land conveyed by Louis Streiz Kahale, by deed dated the 6th day of November, 1887, recorded in the office of the said Registrar of Conveyances in Liber 60, folios 9-19, Area 1430-1000, in Liber 60, as folios

Faro Land—Commencing at the North corner of this land at annual and monthly payments of \$100.00.

magnetic 141.9 feet along Makana, S 48° 15' W. E magnetic 224.3 feet along Makana, S 44° 15' W. magnetic 129.9 feet along Makana, S 44° 36' W. magnetic 286.7 feet along Makana, S 60° 52' W. magnetic 36.0 feet along Makana, S 40° 15' W. magnetic 140.9 feet along Makana, S 40° 15' W. magnetic 80 feet along Makana, S 40° 15' W. magnetic 70.5 feet along same along fence, N 46° 52' W. magnetic 36.0 feet along Kallawa, S 42° 09' W. magnetic 36.0 feet along Kallawa, S 42° 09' W. magnetic 33.6 feet along Kallawa, thence N 45° 30' W. magnetic 150.6 feet along Kallawa to initial point. Area 97-00 of an acre, and being the same as the area of the said parcel of land owned by C. Bolte and M. Green, as per deed dated the 3rd of August, 1894, recorded in the office of the said Registrar, Liber 88, on folio 35.

M. M. MONSIEUR, Attorney for Mortgages.