

Supreme Court.

In the matter of the Petition of Opa, for a
Writ of Mandamus.Before ALLEN, C. J., and HARTWELL and WID-
MANN, J. J.—In Banco, heard by agreement in
vacation, after January Term, 1873. ALLEN, C.
J., delivered the opinion of the Court.This is a petition for a Writ of Mandamus
against John Montgomery, Police Magistrate of
Honolulu, praying that he may be directed to
grant a certificate of appeal as claimed by the
defendant in the suit of John Meek vs. Opa.This application was heard before Mr. Justice
Widemann, and the writ awarded by him, from
which an appeal was taken. It appears that a
writ was issued by the said Police Justice, by
which the defendant was summoned to answer
the complaint of the plaintiff, in which it was
alleged that the defendant is in possession of
certain premises, which he holds unlawfully and
against the right of the plaintiff.It was a process of summary proceeding under
the statute, in which judgment was rendered by
the Police Justice in favor of the plaintiff, and
notice of an appeal was given by the defendant
to the Justice within twenty-four hours, and a
bond tendered in six days thereafter. The Justice
declined to grant a certificate of appeal, on the
ground that a bond had not been filed within the
time prescribed by statute.It is purely a question of construction of the
statute by virtue of which the process was issued.
Either party may appeal at any time within
twenty-four hours after entry of the judgment, or
on a Circuit Judge, or to the Supreme Court, but
before an allowance for an appeal a bond for
costs shall be filed.There is a material distinction between an ap-
peal and notice of an appeal. The one refers to
an appeal complete in itself; the other, to an
appeal to be perfected at some future time.This language was used for the purpose of
carrying out the intention of the statute. It is
a summary process to recover possession of land
held unlawfully and against the right of the
plaintiff. It is unlike the ordinary process of
ejectment where a doubtful title is involved, but
in this case the defendant holds under the
plaintiff, and ought to deliver up the possession
at the expiration of the term, and the statute is
enacted for the express purpose of defeating
delays, and it would not be in conformity to its
spirit to grant any delays not especially given.The statutes are consistent on the subject of
appeals. By Sec. 245, in case of trespass of
animals on land, the language is, an appeal shall
not be allowed unless taken within five days, and
a bond given for payment of costs. Here five
days are given. In this case, twenty-four hours
are given for perfecting the appeal.The intent and spirit of this statute is further
illustrated by reference to Section 949, in which
it is declared that when a defendant is proceeded
against for the non-payment of rent, he shall not
be allowed to keep possession and take his appeal
unless he first gives a bond to the plaintiff, with
sufficiency to pay the rent which may accrue after
the appeal. The construction as claimed by the
petitioner would defeat the security for rent for
at least ten days, which would be expressly con-
trary to its provisions.In Section 1006, a party may appeal by giving
notice of his appeal within five days after judg-
ment, and within ten days, paying costs and
depositing a bond for costs that may accrue there-
after. A party has not appealed until he has
done what the statute fully requires of him. In
this case, either party may appeal within twenty-
four hours, and if any requirement of the law is
omitted, it is not an appeal which the Court can
recognize.HARTWELL, J.:
I concur with the view of the Chief Justice.
In the King vs. Cullen, July Term, 1869, the
defendant was not allowed to bring his appeal to
this Court by reason of a failure to pay costs
within the statutory time. In the Estate of Ke-
liohouli, January Term, 1866, an appeal was
taken within the time required by the Rules, but
there being no statute affecting that case, but the
appeal was held to be ineffectual for not filing a
bond for costs. This was by analogy with the
statutes of appeal in other cases, for the Rules
required no bond. These decisions by the full
Court rest on reasoning which I suppose con-
sidered the present case, making the appeal in-
effectual unless perfected by the bond.If the Legislature had intended to allow ten
days for filing bond to perfect the appeal in these
cases I think they would have said so, and that
the words "either party may appeal," used in this
statute, are not synonymous with the words
"give notice of appeal," used in the general statu-
te. If the requirement be strict, it is for the
Legislature only to lighten it.WIDMANN, J.:
With due deference to the views above ex-
pressed by the Chief Justice and First Associate
Justice, and besides fully concurring in the gen-
eral principle that laws should be strictly con-
strued, I can still not concur in the above
opinion. Under the construction of the law as
above given, it may become a practical impossi-
bility in some cases to fulfill the conditions of
the statute. This would amount to a denial of justice,
and as I can not bring myself to believe that the
Legislature intended to make such a law, and as
there seems to me to be a possibility of a differ-
ent construction, I feel it my duty to record a
dissent.Supreme Court—In Banco.
JANUARY TERM, 1873.
BEFORE ALLEN, C. J., HARTWELL and WIDMANN, J. J.
Petition of Nakapua, Deceased.OPINION OF THE COURT BY WIDMANN, J.
Keahi, claiming to be a relative of the de-
ceased, petitioned the Court for letters of adminis-
tration on the estate of Nakapua. Kanapua
contested the appointment, and the Chief Justice
before whom the case was heard, appointed A.
F. Judd temporary Administrator, as there were
several claimants.Kanapua claimed the estate as adopted child
(keiki hana) of the deceased, and all the others
claimed as blood relations. The Chief Justice
decided against the claimant. Under this decision
of facts an appeal was taken from the decision
of the Chief Justice to a jury, and a verdict was
rendered in the July Term, 1869, that Kanapua
was a keiki hana of Puhala and Nakapua.A motion to set aside the verdict for want of
evidence was denied. In December, 1870, a
deed pro forma was made, based on this verdict,
by the Chief Justice, awarding the estate to theclaimant. From this decree an appeal was taken
to the full Court in Banco. The full Court, Jan-
uary term, 1872, decided that the verdict ren-
dered was irrevocable to the issue, and a new
trial was ordered. This new trial was had in the
January term, 1872, and the verdict of the jury
was that the claimant was not "the adopted
heir of Nakapua and Puhala." Exceptions to
the full Court were taken, and the verdict was
set aside for the admission of incompetent evi-
dence. The whole case now is submitted to the
full Court on all the evidence, to decide whether
Kanapua is the adopted heir of Nakapua and
Puhala, and entitled to inherit the estate.The decision of the Court in the January term,
1872, was given by ALLEN, C. J.: "The majority
of the Court are of opinion that there was, prior to
the written law, a custom and usage which recog-
nized an adoption, if clearly defined in the contract,
by which the child adopted might be as heir to the
property of the adopter," and WIDMANN, J.: "The
adoption of a child as heir, clearly and definitely
made according to Hawaiian customs and usages,
prior to the written law, is held to be valid under
existing laws, and therefore, &c., &c."The custom of adopting an heir, by the above
decision made the law of the land, must be not alone
clearly and definitely made, but it must also be
proven that it was clearly and definitely made.
The evidence in this case, as to the adoption of
Nakapua, is not at the first satisfactory. The evi-
dence given at three different times, does not give
me an impression completely favorable as to its
reliability in all particulars. Kakaiko's principal
knowledge dates from the first sandalwood ex-
pedition. There, in the mountains of Waiala, Puhala
and Kakaiko told him of his adoption, and he
consequently told the King of it. His recollection
as to the date of the birth of the claimant, the date
of the sandalwood expedition, and the age and
height of the claimant at the first sandalwood ex-
pedition is not of the clearest. Kapa, being Puhala's
head man, would best recollect whether or
not his master went to the first sandalwood ex-
pedition. Taking, therefore, his statement to be
the correct one, who told Kakaiko of the adoption
at this sandalwood expedition? and what is the
value of the evidence on that special matter unless
Puhala himself told him?From the whole tenor of the evidence I do, how-
ever, find that Puhala and Nakapua acknowledged
claimant as keikihana hana at various times, but
I am not satisfied that, if Puhala adopted claimant
at the time referred to by Kapa and Kakaiko,
Nakapua was in any way concerned in that
adoption. I also find from the evidence that Naka-
pua frequently held out hopes of inheritance to
claimant. Puhala perhaps did so also. From
all the words used by the witnesses on this head I
could not form a correct inference as to the result
of the conclusion. What Puhala himself meant
by them he has shown by his will.Kapa, at this hearing, states that both Puhala
and Nakapua, at the time of the adoption, declared
that they adopted claimant as their heir. This,
and this only, is all the proof offered to sustain
claimant's title to the estate under the decision of
the Court cited above. This decision was made
under the impression that this "adoption of an
heir" was a Hawaiian custom. If ever it was such,
Hawaiians knew it, and the witness knew it. Had
the witness given this evidence at the first hearing,
it would have carried great weight; its coming at
this late day materially detracts from its weight.There being no proof of any notoriety whatever,
and with such frail evidence of the "adoption as
heir," the claim must fail.HARTWELL, J.:
This case, which has been litigating for several
years, is now submitted to the Court on all the
evidence to find the facts, and to decide whether
the claimant Kanapua is entitled as heir to inher-
it this estate. These proceedings began in
1869 by petition for administration, which was
brought before His Honor Chief Justice Allen
and the claim of Kanapua was denied. On ap-
peal to a jury, a verdict was rendered at the July
Term, 1869, that the claimant was a keiki hana
or foster child of Puhala and Nakapua. A
motion to set aside this verdict for want of evi-
dence was denied. In December, 1870, a decree
was made by His Honor the Chief Justice awarding
the estate to the claimant by virtue of this
verdict. Appeal was taken from this decree to
the full Court in Banco, by whom the decree was
vacated and a new trial was ordered. The Court
agreed that the verdict was inconclusive of the
issue and therefore not sufficient basis for the de-
cree, but were divided on the question of the
present legality of an ancient adoption as heir.
The Chief Justice and Second Associate Justice
regarded the custom as still valid, while the First
Associate Justice thought that the Statutes re-
quiring written wills and deeds and agreements
of adoption and directing the descent of property
of intestates, operated to cut off claims under the
ancient mode of adopting heirs, in all cases
in which the ancestor died after the enactment
of those Statutes.At the second trial in the January Term, 1872,
a verdict against the claimant was rendered, but on
exceptions to the full Court was set aside for the
admission of incompetent evidence. The Court
however overruled exceptions to the following in-
structions given to the jury:—"Declaration since
1863, (the date of the Act requiring written agree-
ments of adoption), cannot be received; the adop-
tion if valid must have been made before 1863. It
is not enough that Puhala took the child before his
marriage with Nakapua, but it must be shown that
Nakapua adopted her as an heir." In approving
these instructions, the Court said, "The ancient
mode of adoption has no force unless complete before
1863," and that "Puhala's will may be regarded
as annulling his adoptive act, which in no aspect
of the case became an ante-nuptial contract binding
on the widow unless expressly disannulled by her."
The widow's mere silence would not suffice to show her
revival of the original adoption."The evidence shows to my mind the following
state of facts, briefly stated: About 1857 or 1858, Pu-
hala, a man of chief rank adopted the girl Ka-
napua as his child, the woman Nakapua, a former
servant of his whom he afterward married, joining
in the adoption. The child lived with them until
her death. Puhala died in 1869 devising all his
estate to Nakapua, who died intestate in 1869. She
had conveyed with her attorney Mr. Austin about
making a will, but when he arrived at her house
just before her death, to draw her will at her re-quest, she was too weak to act. She had never
named Kanapua to him as her intended devisee.
Both Puhala and Nakapua were heard at various
times to speak of the child as their "heir," a
word meaning "heir" or "devisee." One witness
said they called her so at the time of the original
adoption. One witness, a man, whom con-
nected by blood and marriage, or an intimate
friend with the parties, testified that they had never
been aware of the child's adoption as heir, or that she
was regarded by the adopters as their heir. To this
evidence the claimant's counsel strongly objected, as
of a negative hearsay nature, incompetent to rebut
evidence of an adoption, but the Court admitted it
on the ground that no adoption of an heir can be
recognized as valid unless it be shown that it was
made with sufficient ceremony and publicity among
the kindred and family friends to make them aware
of it.It does not seem to me that the claimant has
shown her adoption as the heir of Nakapua under
the rules of law as already laid down by this Court.
I am not satisfied of the fact on all the evidence in
her favor. All the objections to oral wills apply with
full force in this class of cases, for memory is often
at fault in regard to declarations made many years
ago, and such declarations, unless confirmed in some
manner, are unsatisfactory for the purpose of
showing so solemn an act as the adoption of an heir.
This Court has ruled out declarations since 1863, as
incompetent under the Act which requires a written
agreement of adoption. If such evidence were
admissible except for the Statute, it would certainly
be as likely to show a mere promise held out, or an in-
tention never carried into effect, as to explain a pre-
vious act. Puhala's will, made in 1869, shows
that he was fully aware of the existence of making a
will; so was Nakapua, as shown by her attorney,
Mr. Austin.The Court held, as the evidence shows, that the
adoption of an heir must be shown by circumstances
of notoriety among the kindred and family circle of
the parties. The objection to this evidence does not
seem to me to be valid. The relation sought to be
established is not the ordinary one of pedigree, but
is one unknown to English and American law. Un-
der that law, evidence of family conduct and of
kindred is admitted. Berkeley Perceage case, 4 Camp,
416. Shrewsbury Barony case, 7 House Lords, 1.
Tieborne Barony case, &c., &c.Whatever the grounds of the English rule, whether
it be that such evidence is in the nature of admissions
against evidence, part of the res gestae, or confirma-
tion of facts otherwise shown, in this case this evi-
dence is admitted on the broad ground that the
 requisite publicity is a portion of the case to be
proved. In a private bilateral or tripartite contract,
proof of knowledge on the part of those not parties
to it would be negative and incompetent; but it is
material in this case, which requires such knowl-
edge to be shown in order to its validity.I see no sufficient grounds for thinking that Naka-
pua adopted Kanapua as her heir, and therefore I
concur in the judgment of the Court disallowing
her claim.

W. C. JONES for the Claimant.

A. F. Judd and S. B. Dole, contra.

ALLEN, C. J.:
The question of the claimant's right of inher-
itance as an adopted child of Nakapua was
submitted originally to the Court of Probate, in
which I presided, and after careful examination
of the law and evidence, I decided that by the
ancient custom of Hawaiians, children adopted
as heirs were entitled to the inheritance, but in
this case the claimant had not established that
relationship, and therefore was not entitled to the
inheritance on that ground. As my as-
sociates have given very succinctly and clearly
the testimony, I consider it unnecessary to say
more than that I see no reason, from any ad-
ditional testimony introduced in the subsequent
hearings, to change my opinion, and therefore I
concur with them.

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Notwithstanding rumors of reaction, the zeal of the Japanese for improvement is unabated. Their wonderful advancement within the last five years, now commanding the admiration of the civilized world, is to themselves a stimulus to further progress. In their most rapid march, a temporary halt to fortify the new position is not a retreat. The thought of retrogression has not been entertained for a moment, while there is need of wisdom, foresight and caution. So great transformations have, of course, encountered opposition. But while these changes naturally met difficulties at home, it is unusual and shameful that they should be aggravated by worse troubles from abroad. Misrepresentation from Christian lands has done irreparable mischief, and their intrigues, frauds and views have intensified, if not justified, the old prejudice against foreigners, and started the view, "these exotic weeds are worse than our most noxious ones." But such frauds and wrongs are not likely to be repeated. Experience has been a school of shrewdness as well as of patience and forbearance. The Japanese have learned to discriminate, to assert their rights, to be wary in trade, and cautious in negotiations. The kindness and good will now shown in many ways by our Government to Japan is most fully and gratefully appreciated, and our cordial reception of the Embassy has produced a happy impression. Though the educational service proposed to me in Japan is indefinitely postponed, I feel a growing interest in the progress of that remarkable and progressive people, as well as their students in this country, by whom, personally or by letter, I am almost daily consulted. Though unofficial, I am almost daily consulted. Though unofficial, I am almost daily consulted. Though unofficial, I am almost daily consulted.

On the new and comprehensive educational system recently formed, I have not space now to speak. Plans are now maturing for a measure of the greatest difficulty and importance—the establishment of religious liberty. No one unfamiliar with Japanese history and traditions as to the political troubles which followed the Jesuit mission three hundred years ago, and their peculiar theory of the religious character and claims of the sovereign, can appreciate the obstacles to be overcome. My information on these matters has been gained from repeated interviews with Japanese students as well as with Minister Mori. The opportunity to study these new movements while recently his guest at Washington, enables me to give below an epitome, mostly in his own language, of a remarkable paper on religious liberty addressed by him to His Excellency Sengoshi Sanjo, Prime Minister in His Imperial Majesty's Government.

RELIGIOUS LIBERTY IN JAPAN.

Our religious faith is the most vital concern of man. Though, among enlightened nations, liberty of conscience is regarded as both an inherent right and an essential element of human progress, in all the glorious history of our race this sacred right has not been recognized. Prejudice, ignorance, hereditary ideas and usage, are obstacles to our progress. The attempt to unite the two antagonistic systems of Buddhism and Shintoism has failed. A new religion cannot be made by the State, or forced upon the people. Religion is not a thing to be manufactured or sold. It is not a matter of private judgment and individual conscience—a question between each man and his Creator. To deny liberty of conscience is to crush the human soul, for religion is the duty of man as a rational being, and according to each one's free reception of its light can we know the life of faith, and gain insight into spiritual truths. As there is an inexhaustible variety in nature, so there is a useful diversity in religious faith. There have been wisely modified in successive ages, in accordance with the changing conditions of human society.

It may be objected that our past history, having identified in the popular belief the very name of Christianity with political troubles and intrigues, now enjoys protection against the invasion of new creeds from abroad, disturbing our peace in this critical time of change, and involving conflict and discord, and retarding our progress, while we are still unprepared to discriminate between the good and the bad in this foreign religion.

These objections assume that the Christian system would be well in its reference; but is this objection founded on a knowledge of its true character? Many feel that Christianity would disturb our social relations, introducing discord between apostles and infidels in our class system of society. But agitation is better than stagnation. Progress comes through discussion. Conflict may be a blessing. The nation which receives a new knowledge and power like that of the Christian morality and faith, will necessarily better its condition, and become wiser and stronger, and ultimately harmonious and fraternal all classes of society. History attests this assertion, for no nation of the earth has so grandly advanced to the lead of civilization as those whose religion has been Christianity. A coerced uniformity must be a grievous wrong, since the Creator has so made us that we cannot all honestly hold the same views.

May fear that disturbance would result from an immediate introduction of Christianity. Now, prudence is wise and essential, but timidity is not prudence. Caution is essential to success in all great achievements, but inaction on account of difficulties is not prudence. It is negligence, and becomes a wall against progress. True caution is both an active and protecting element of progress.

The best precautions for us are the establishment of just laws by which all the proper rights of man shall be recognized and protected, including complete liberty of conscience, impartiality of the State towards all religious denominations, and yet protection to the State from all disturbances consequent upon religious differences. Wise laws are the best guarantees for the peace, security, and prosperity both of the governing and the governed. Thus the ruler has the best protection, and the subject the fullest liberty. Then follow social order, obedience to law, virtue and good will.

Our present position is one of awful responsibility. We are charged with the task of moulding the destiny of our nation. Nay, more, the laws and institutions we form will exert an influence on all the other nations of Asia. This herculean task ought to inspire us with such zeal and solemnity that we shall do our best in the great cause of humanity.

This memorial closes with a charter of religious freedom in form appropriate for an imperial proclamation, of which the following is a summary:—Whereas, Religious faith can be properly determined only by reason and conviction, not by force or violence; and

Whereas, No man, or society of men, has any right to impose his or its opinions or interpretations, or any other, in matters of religion, since every man must be responsible for himself; and

Whereas, The experience of the world shows

that great evil has followed the patronage of any particular religion by the State;—It is now solemnly resolved and declared that the Imperial Government of Dai Nippon will make no law prohibiting, either directly or indirectly, the free exercise of conscience or religious liberty within its dominions; that the organization of any religious order shall not be interfered with by either local or national authority, so long as such organization does not conflict with the laws of the State; and that the law of the Empire shall recognize no religious institution as special or different from any other kind of social institution; and that no special privilege or favor shall be granted by either local or national authority to any particular sect or religious denomination without extending the same at once to every other; and that no religious or ecclesiastical title or rank shall be conferred by the State upon any person belonging to any religious association.

The above, though a mere epitome of Mr. Mori's memorial to his Government, plainly means more tolerance, but full religious liberty. His position on this subject has been misunderstood. When last winter Gov. Buckingham, Hon. Peter Parker and Dr. N. G. Clark, and afterwards the Secretary of State, urged the recognition of religious liberty in the proposed treaty, Mr. Mori resisted the proposition. A just national pride would accept no dictation as to their internal policy. But in his own mind religious liberty and separation of Church and State were accepted principles, and in his view they will in due time be so recognized by his own Government, and that too without any treaty stipulation or outside pressure. Present investigations and deliberations may involve delay. To adjust all preliminaries will take time. But of the ultimate result I have no doubt. I learn from one of the Embassy that in a late interview with the Archbishop of Canterbury in London, he advised the entire separation of Church and State in the re-organization of the Empire of Japan.

Japan and Peru.

It was reported a short time since, says the S. F. Bulletin, that two iron-clads were fitting out in Peru, for the purpose of proceeding to Japan, and demanding an apology and reparation for the alleged insult to the Peruvian flag, in connection with the proceedings of the Peruvian coolie ship Maria Luz, when some hundreds of coolies were returned to China, and the ship detained at Yokohama. If such was the intention, the Peruvian Government has evidently thought better of the project, and instead of the gentle persuasion embodied in a fleet of iron-clads, a formidable though peaceful legion of officials will pay court to the Mikado. These officials will shortly arrive in San Francisco, en route for China and Japan, charged with instructions to negotiate treaties of amity and commerce with those countries, and to establish, as represented, regulations under which coolie emigration to Peru shall be conducted in a less objectionable manner. If the report above referred to had a good basis, the second consideration given to the matter by the Peruvian Government is much the wiser one. If even Peru had been successful with the barbaric display of mere force in obtaining from Japan the fullest amount of satisfaction, and the most abject acknowledgments of regret for setting free the coolies and passing sentence on the captain of the vessel, public opinion of the world at large would still have endorsed Japan. The advice received by the Japan December mail states that the reported intentions of Peru had reached the Tokyo Government, which was prepared to give the iron-clads a suitable reception if hostile intentions were manifested. Any such design, however, is denied by the Peruvian Legation, and the war, if any, will be confined to the more enduring power of ink and paper.

Much has been said and written on the horrors of the coolie trade by nations making pretensions to a higher grade of civilization than Japan, but it was reserved to the Government of the latter country to announce by a judicial decision that the shipment of coolies as practiced by the Maria Luz was nothing else than piracy. In some quarters this was considered a high handed proceeding, and one of the Anglo-Japan papers declared that the Mikado's Government had involved itself in an unwise international complication by the course it had pursued. The Japanese Government stood firm, and by so doing it earned the thanks of all enemies of oppression the world over. So far from the decision leading to a war, it has resulted in a manner directly the opposite, and Peru goes to Japan in a manner wholly different from a warlike spirit.

The action of Japan has also aroused the sympathy of the Chinese to the barbarism of this coolie traffic, and it is said that the Imperial Government has gone so far as to give notice to the Portuguese that they must quit Macao or stop the coolie trade. Peru states that she needs these coolies to develop her mineral and agricultural resources, although it has generally been understood that they were required for the unhealthy employment among the guano deposits of the Chincha Islands. If the system is to be continued, Peru has found that it can no longer be conducted as in the past, but must be more in accordance with the spirit of the age.

Japan is to-day stronger from the course it took in the matter, and the courage it evinced to do right and brave the consequences is highly creditable to the Mikado and his Government. This was also done when it had on hand insupportable differences with Corea and China, which possibly might lead to hostilities. It is gratifying, however, to know that the danger of Japan being involved in a war while just entering on the Western path of progress, is now passed, and that a peaceful solution of the difficulties between herself and Peru and China and Corea may be considered certain. The Government has made itself memorable by officially condemning the iniquities of coolieism at a time of extreme pressure, and if the horrors of the traffic be hereafter ameliorated, to Japan will belong the honor of having rendered a signal service to the cause of humanity.

SAN FRANCISCO, Jan. 28.—The steamer Montana arrived this morning, one day ahead of time, as she was not expected until to-morrow. The Union of to-morrow will contain the following:—The steamer Montana has on board an Embassy from the Republic of Peru, en route to Japan and China. The Legation is composed of the following gentlemen: Enay Extraordinary and Minister Plenipotentiary, Capitan de Navio Don Aurelio Garcia y Garcia, one of the most distinguished officers of the Peruvian Navy, late commander of the powerful iron-clad Independencia, and a brother of Senator Jose Antonio Garcia y Garcia, was the former Minister of Peru in Washington. Secretary of the Legation—Don Juan Federico Elmore, L.L.D., a Professor of Law in the University of Lima, and late Under Secretary of State for Foreign Affairs in Peru. Attaché—Don Emilio Guirio, Don Joaquin Delgado, Don Francisco Ros Torda, Don Gerardo Garland, Don Julio Benavidez, and Don Amador Paredon. Military Attaché—Major Francisco Ransor Pochecho, one of the Aides-de-

Camp of the President of Peru. Naval Attaché—Lieutenant Octavio Freyre and Lieutenant Nicolson Irambert.

This Embassy is sent out by the new President, Don Manuel Pardo, for the purpose of concluding general treaties of amity, commerce and navigation with the Chinese and Japanese Governments, and with the more special object of regulating and establishing the principles on which the emigration of Asiatics to Peru shall hereafter be conducted. The agricultural interests of Peru are wholly dependent upon Chinese labor for their successful advancement. Over thirteen thousand Chiamens were introduced into the country during the last year. The Legation will aim to facilitate the importation of Chinese into Peru in greater numbers and of a better class than those that have heretofore been introduced into the country.

To these Chinese immigrants the Peruvian Government will extend all the guarantees which are given them in the treaties made with other Christian nations.

It was originally intended that the mission should proceed direct to its destination in two of the finest vessels of the Peruvian navy, which had been specially prepared for the voyage, but the complications produced by the case of the Peruvian ship Maria Luz, in Yokohama, made the Peruvian Government change its plan, lest the appearance of the first Minister of the Republic accompanied by an armed force might be wrongly interpreted by the Japanese Government.

The Governor of Massachusetts and the Mayor of Boston both have and their offices in modest hotel apartments. Governor Washburne is not a resident of Boston, and thinks he can keep his family cheaper at a hotel than he could in a residence befitting the station of the chief magistrate of a great commonwealth. Mayor Pierce is a bachelor, and has no female relative to take care of his house, supposing he had one.

Our nautical contributor wishes to know if Tom Thumb, having become a yachtsman, is to be allowed to revive the tortures of the Inquisition by preparing hands for the Thumb's crew.

Tux Boston Commercial Bulletin is answerable for the following awful attempts on the vernacular:—

Books for Thanksgiving—those that a bound in full turkey.

A trying business—soap boiling. It is said that the newspapers are the means of a great many ladies "getting their backs up." The best conducted papers often make a great battle among them, and nearly every publisher is a newspaper waist-buster.

France has had her Napoleon the Great, and her Napoleon the Little; now for Napoleon the Least.

The Needle is the title of a new monthly proposed in New York. The publisher should have his eye to the teeth, and be sharp enough to establish a firm basis for his enterprise. The pages should be filled with pointed articles.—Boston Transcript.

Yes, and the proprietor should be careful that The Needle never becomes a common sewer. Odd fellow's haul.—A rich wife. A horticultural gentleman gives as his reason for painting his sleigh red, "that he always liked scarlet runners."

Our Cockney contributor says sailors are rest less fellows. As soon as they arrive in port they are "hankering after a voyage."

A calico party.—The agent of the Manchester Print Works. A floating hotel is said to be building on the Alleghany. The first order of the captain of the craft will be, "Prepare to receive boarders."

SUGAR & MOLASSES

WEST MAUI SUGAR ASSOCIATION, LANAHANA, MAUI.

CHOICE SUGARS CROP OF 1873 now coming in and for sale by C. BREWER & CO., Agents.

THOMAS SPENCER PLANTATION, HILLO, H. I.

Sugar and Molasses, CROP NOW COMING IN, and for sale in quantities to suit purchasers by WALKER & ALLEN, Agents.

KAUPAKUEA PLANTATION, SUGAR NOW COMING IN and for sale in quantities to suit purchasers by WALKER & ALLEN, Agents.

Pioneer Mill, Lanahana, CAMPBELL & TURTON, Proprietors. Crop of sugar of superior quality, now coming in and for sale in quantities to suit by H. HACKFELD & CO.

ONOMEA PLANTATION, Sugar and Molasses—Crop 1871 COMING IN, FOR SALE IN QUANTITIES to suit purchasers by WALKER & ALLEN, Agents.

PRINCEVILLE PLANTATION, Sugar and Molasses—Crop 1871 COMING IN, FOR SALE IN QUANTITIES to suit purchasers by WALKER & ALLEN, Agents.

MAKAE PLANTATION, New Crop of Sugar & Molasses NOW COMING IN, and FOR SALE IN QUANTITIES to suit purchasers by C. BREWER & CO., Agents.

WAILUKU PLANTATION, NEW CROP NOW COMING IN. FOR SALE in quantities to suit purchasers by C. BREWER & CO., Agents.

Boundary Commissioner's Notice. PROPER APPLICATION HAVING BEEN MADE to the undersigned that the boundaries of the following lands, situated in the District of North Kohala, Island of Hawaii, H. I., may be defined and settled, viz: Pololu, Kaunohu, Keheha 2d, Nunu, uia 1st and 2d, Kaunohu 1st and 2d, Notice is hereby given to all whom it may concern that WEDNESDAY, the 9th day of April next, A.D. 1873, at 10 o'clock A. M., is the day and hour set apart for the hearing of said applications, at the Court House in North Kohala, Hawaii. R. A. LYMAN, Commissioner of Boundaries, 34 Judd's Circle, Hilo, Feb. 26, 1873.

ADMINISTRATOR'S NOTICE. The undersigned having been appointed Administrator of the Estate of the late APO (Chinese), of Hilo, Island of Hawaii, hereby notify all persons indebted to the said estate to make immediate payment; and all persons having claims against said estate are hereby notified to present the same.

KALUKE, L. SEVERANCE, Temporary Administrator. Sheriff's Office, Hilo, February 4, 1873.

Executors' Notice. THE Undersigned having been appointed Executors of the Will of Hiram Frederic, of Koloa, requests all parties having claims against the said Estate, to present the same properly authenticated, within six months from this date, or they will be forever barred. And all parties interested in the Estate will make immediate payment to the Executors.

W. H. WRIGHT, of Koloa, Feb. 27, 1873.—3 st Executor.

H. HACKFELD & CO. A. W. PEIRCE & CO.

Offer for Sale THE FOLLOWING GOODS

JUST RECEIVED PER HAWAIIAN BARK KA MOI

FROM BREMEN:

PRINTS—Fancy, Pink, White Ground; Brilliants, White Shirts, Horrocks' Long Cloth, Brown Cottons, Blue Cotton, Heavy Denims, Ticking, Fine and Common Black Cobourgs, Linen Dress Goods, White Linen, Silesias, Blankets, Burelups—heavy and light.

Fine Black Doeskin, Fine Pilot Cloth, Blue Flannel, White Flannel, Fancy Flannel, Bunting—red, white and blue, Bedquills, Hickory Shirts, White and Fancy Cotton Shirts, Linen-bosom Shirts, Fancy Flannel Shirts, Fine and Common Cotton Undershirts, Linen and Cotton Handkerchiefs, Linen and Cotton Towels, Turkish Towels, Veil Barege, Fine Woollen Shawls, Fashionable Neckties, Scarfs, Hats, Parasols, Umbrellas—heavy Silk with Whalebone, Common Silk Umbrellas, Cotton Umbrellas, An Assortment of Fine Clothing.

Assorted Socks and Stockings, Linen and Cotton Threads, Assorted Assorted English Saddles, Fancy Calfskins, Perfumery, Lubin's Extracts, Pinand's Pomatams, Hair Oil, Soap, Hair Brushes, Tooth Brushes, Cloth Brushes, Tooth Combs, L. R. Dressing Combs.

Assortment of Real Amber Fancy Goods, Sets of Ornaments, Meerchaum Cigar Holders, with Amber Mouth Pieces, Accordions, Heavy Silverplated Spoons and Forks, Mother of Pearl Shirt Buttons, Stationery—Fine French Letter Paper, Blank Books, Shipping Receipt Books, Blank Notes, Scissors, Pocket-knives, Knives.

Yellow Metal and Nails, Sheet Zinc, Banca Tin, Babbitts Metal, C. C. Tin Plates, Rivets, Hoop Iron for Barrels and Kegs, Galvanized Iron Pipes, 1 to 1 1/2 inch, Guarded Lanterns, Elbows and Ties, Steam Pipes 2 to 2 1/2 inches, Saneopans, C. C. Irons, Assorted Sewing Needles, Galvanized Iron Buckets, Washing Tubs.

Wines, Liquors, &c., Seltzerwater, Rum, Gin, Fine Claret in Glass, Cognac Brandy, Champagne, Ale and Porter, Bitters, &c. &c., Full Assortment of German, English and French Groceries.

Stearine Candles, Swedish Safety Matches, Hubbard's Pale Billed Linseed Oil, &c., White Lead, White Zinc, Red Lead, Cordage, Green, Black and Blue Paints, Coal Tar, Stockholm Tar, Crown Pitch, Fire Clay, Fire Bricks, Roofing Slates, Wrapping Paper, Empty Barrels, Oak Boats for Coasters, Porcelain Sets, Tumblers, Alcohol, Looking Glasses (gift frames).

Havana and German Cigars, Hemp Canvas and Raveaduck, Sail-twine, Riffing Whips and Cane, Wallpaper and Borders, Vienna Chairs and Sofas, Walnut Sideboards, Wardrobes, Chests of Drawers, Writing Tables, Haircloth Sofas, Centre-tables, &c. &c. &c., Cocoa Door Mats, Chamber and Cutch, AND MANY OTHER ARTICLES

Too Numerous to Mention. SHIP CHANDLERY AND SHIP STORES! A LARGE ASSORTMENT.

COMPRISING ALL THE ARTICLES USUALLY wanted by ships or smaller craft, all of which will be sold AT THE LOWEST PRICES.

BOLLES & CO. HEMP CANVAS, RUSSIA DUCK, HEMP SAIL TWINE, COTTON Duck, assorted numbers, Cotton Sail Twine, assorted sizes. For sale by BOLLES & CO.

ANCHORS, ENGLISH IRON-STOCK ANCHORS—WEIGHT from 100 lbs. to 4000 lbs. For sale by BOLLES & CO.

COAL TAR, 50 CASKS COAL TAR FOR SALE BY BOLLES & CO.

YORK HAMS, A Few of the Real Article, just received and for sale by BOLLES & CO.

POLAR OIL, A FEW CASKS OF VERY SUPERIOR QUALITY For sale by (6) BOLLES & CO.

DOWNER'S AND DEVOE'S KEROSENE OIL, A SMALL LOT LEFT, AND For sale by BOLLES & CO.

CALIFORNIA RED BRICK, A FEW OF THOSE SUPERIOR NORWAY Brick. Also, California Lime and Portland Cement. For sale by (6) BOLLES & CO.

CHAIN CABLES, SIZES FROM 5/8 TO 1 1/2 INCH. SMALL Chain in quantities to suit. For sale by BOLLES & CO.

COLUMBIA RIVER SALMON, PACKED IN 1872. THE BEST ARTICLE IN the market. Also, Salmon Backs in barrels. Salmon Bolls in kegs, and a few bolls No. 2 quality. For sale by (6) BOLLES & CO.

SPERM OIL, WARRANTED PURE, AND VERY LIGHT Color. For sale by BOLLES & CO.

SPERM CANDLES, ASSORTED SIZES, PUT UP IN CARTONS, and warranted the genuine article. For sale by (6) BOLLES & CO.

CORDAGE, HEMP AND MANILLA CORDAGE, Assorted Sizes. For sale by BOLLES & CO.

SPUNYARN, WORMLINE, HOUSELINE, SEIZING, MARLINE, &c. For sale by BOLLES & CO.

TAR, STOCKHOLM, IN BBLs. AND HALF BBLs. American Tar in bbls. For sale by BOLLES & CO.

PITCH, STOCKHOLM PITCH IN BBLs. AND HALF BBLs. & Wilmington Pitch in bbls. For sale by BOLLES & CO.

CIGARS, 10,000 SWISS CIGARS, Manila Cigars, German Cigars, &c. For sale by BOLLES & CO.

Offer for Sale

SHIP CHANDLERY

New

WHALE BOATS AND BOAT STOCK!

GROCERIES,

Flour & Bread!

Lime and Cement,

California Hay,

— AND —

By Steamer from San Francisco,

Potatoes, Onions, &c.

— Agents for

Brand's Bomb Lances,

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KEROSENE LAMPS

— TO —

BURN WITHOUT CHIMNEY!

FIRST IMPORTED BY THE UNDERSIGNED.

It is the Only Lamp that has been made

TO BURN KEROSENE PERFECTLY.

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No Smell,

No Chimney,

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Too Simple to get out of Order.

Low Priced Lamps for the Cottage.

Elegant Styles for Dining and Drawing Rooms.

Sole Agents for the Hawaiian Islands: DILLINGHAM & Co.,

30-32 Koa, 95 and 97 King St.

NOTICE!

GENUINE FRENCH SCREWED BOOTS

GENUINE FRENCH SCREWED BOOTS

GENUINE FRENCH SCREWED BOOTS

A splendid assortment of the above celebrated FRENCH CALF SCREWED BOOTS just received; also, a few more left of FRENCH CALF GAITERS, which will be sold at the Lowest Possible Price.

M. S. GRINBAUM & Co.

46 3m

JUST RECEIVED

EX HAWAIIAN BARK "R. C. WYLIE."

A Large and Fine Assortment of Havana & German Cigars!

Turkish, Porto Rico and Kanasta Smoking Tobacco, — AND —

A Small Lot of Very Fine Cigarettes! ALSO—CONSTANTLY ON HAND, THE VERY BEST

— OF — CHEWING AND SMOKING TOBACCO! Meerchaum Pipes.

Cigar Holders, &c. For Sale at the Oldest Cigar and Tobacco Store in Honolulu, corner of Queen and Nuanuan Streets. H. I. NOLTE.

FOR SALE! HIS LATE MAJESTY'S

Schr. PAUHI

TONNAGE, ABOUT 136 TONS.

THIS VESSEL IS IN EXCELLENT CONDITION & in every respect, having been re-uppered, re-rigged, and otherwise thoroughly repaired about fourteen months ago. She is well found in sails, rigging, etc., and is ready for sea at any moment. For terms of sale apply to CHAS. R. BISHOP, or JNO. O. DOMINIS.

Honolulu, January 21, 1873.

"THE COLUMN!"

Established 1851.

Established 1851.

JOHN THOMAS WATERHOUSE,

IMPORTER OF

Dry Goods of all Kinds,

Clothing, Groceries, Earthenware,

HARDWARE, CUTLERY, SADDLERY, GLASSWARE,

Leather Goods,

Portland Cement, Rope, Oils, Paints, Colors,

&c., &c., &c.

WITH AN ENDLESS VARIETY OF NOTIONS,

English, Yankee, French and German.

Some of the Present Stock will be Sold for Less Prices than it is Possible to Import New Goods!

Invoices are Now to Hand of

CHOICE SELECTIONS FOR NO. TEN!

CONSISTING IN PART OF

BEST FRENCH KID GLOVES, LACES OF ALL KINDS!

BRIDAL AND BABY GOODS.

As well as a Large Variety of Desirable Sundries!

Which will Advertise themselves when seen on a Handsome Form.

To prevent a rush these Live Times, it will not do to say too much independent of making the Trade as wise as ourselves.

LADIES

Prospect for Yourselves, do not Purchase unless you get a Bargain

The central idea of conducting my Business is

"A Nimble Ninepence before a Slow Shilling."

JOHN THOMAS WATERHOUSE.

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