

Hawaiian Gazette.

VOL. XL NO. 4,

HONOLULU, H. T., FRIDAY, JANUARY 13, 1905.—SEMI-WEEKLY.

WHOLE 2659

VILE FOODS DESTROYED

Reports for November and December of R. A. Duncan, food commissioner, were presented at Wednesday's meeting of the Board of Health. The results of analyses show a considerable degree of protection for the community from inferior or deleterious milk, food and drugs.

Out of 88 milk samples examined in November two were below standard. There were one sent to office and one taken from F. Correa. In the same month thirteen samples of food, of which eleven were found below standard, were examined.

In December five samples of milk were below standard out of 93 examined. One of the bad samples was sent from Hilo by Inspector Bowman, with six above standard. Correa and Nobriga furnished one each, and Omal two samples of the poor milk sold to Honolulu people. Three out of five samples of food examined in December were below standard and nine out of eighteen drug samples.

A sample of water from Hawaii was found contaminated. Spring water from the Boys' Industrial School, Wai-alea, was found of good quality.

White pepper, cloves and allspices of the Favorite brand were found adulterated. The agent had assured the commissioner that the sale of this brand in the Territory would be stopped.

Crown brand white pepper and ground mustard manufactured by Leye & Hawkins, San Francisco, were found adulterated.

Six lots of food, consisting of 172 packages of miscellaneous goods, were condemned as unfit for food.

Cinnamon and poultry seasoning of Tillman & Bendella were found adulterated.

Two samples of soil were examined for the Department of Public Works.

Five samples tincture iodine were found below standard. The Pharmacopoeia requires in this drug approximately 7 grams iodine per 100 cubic centimeters, and the samples showed but as follows: Honolulu Drug Co., 5.8; Benson, Smith & Co., 5.7; Hobron Drug Co., 5.6; Hollister Drug Co., 5.1; Chambers Drug Co., 5.1 grams.

Five samples liquor potass arsenitis (Fowler's solution) were examined, four of which approached the standard of 1 per cent arsenious acid and one fell considerably below, thus: Benson, Smith & Co., .96; Hollister Drug Co., .95; Hobron Drug Co., .95; Chambers Drug Co., .93; Honolulu Drug Co., .72 per cent.

Four samples tincture ferri chloride were all near the standard of 4.7 per cent metallic iron, thus: Benson, Smith & Co., 4.95; Hollister Drug Co., 4.95; Hobron Drug Co., 5.39; Chambers Drug Co., 4.75.

Four samples unguentum hydrargyri (blue ointment) showed but one approaching the standard of 50 per cent of mercury thus: Hobron Drug Co., 48.9; Benson, Smith & Co., 35.9; Hollister Drug Co., 35.6; Chambers Drug Co., 35.

A sample of boiled beef was found fit for food and a sample of ground coffee not adulterated.

Decomposed and condemned as not fit for food were one lot of 30 cans assorted fruit, one lot of 15 cases miscellaneous Japanese food and one lot of five barrels salt salmon.

One analysis was made in connection with a coroner's inquest.

A CHINESE GIRL ACCIDENTALLY SHOT

Yesterday afternoon a young Chinese girl, Ah Moy by name, accidentally shot herself with a shotgun. She and her older sister were playing with an old gun. It slipped from the little girl's hands and went off tearing a large hole in her side and injuring the arm. Ah Moy was taken to the Queen's hospital, and it was found that two of her ribs were broken and there was a great gaping hole which allowed her liver to be seen. The little thing was put under the effect of opiates and a large number of the shot extracted. The wound is as severe, however, that it is not expected that the child will live.

WANTS AN ARBOR DAY

Carter Thinks Children Should be Taught to Plant Trees.

"It is a long game but a dead sure winner."

"Get the children interested in tree planting," said Governor Carter yesterday. "Then there will be trees planted."

The Governor was considering the advisability of having an Arbor Day in Hawaii, as they have in the mainland in the interest of tree culture. It is a movement that has spread very largely, and one from which great good has resulted, not only in the arid states but in older communities where they have native forests. There cannot be too many trees planted in any country, a fact which the men who think the longest for the future all realize.

Governor Carter was looking over the list of public holidays made by law, and trying to fix in his mind upon which day would be the best for an Arbor Day. At first he was inclined to select a day in spring, as they do on the mainland where the spring is the growing time. He had a preference, then, for Kamehameha Day, June 11, thinking that the memory of the old King could not find a better way of perpetuation than in the planting of trees. But he happened to think that perhaps the autumn would be better, as giving the newly planted trees the benefit of the winter rains; and then it occurred to him that the third Saturday in September, which is Regatta Day and a public holiday, would be the proper date.

"The children can plant trees while the oarsmen are rowing," said the Governor. "There are a lot of public spirited men in this Territory who would take up this matter if it were properly placed before them. I will be one to offer \$100 a year to be given in prizes of, say five dollars each, to the twenty school children who can show the highest number of trees planted by them during the year and still growing and giving promise of future growth on the day that the prizes are to be distributed. The winner must show not only that he has planted the most trees during the year, but that he has watered them and cared for them and seen that they have had a chance to grow. It will not matter where the trees are planted, at home, beside a road, or in the public domain. They must be tended and cared for, and must be growing. It would be well to make this a permanent thing, and of course no child could count in his score trees planted in a prior year."

"It seems to me that if we could get a fund sufficient to offer a five dollar prize to be won in every school in the Territory it would be the inauguration of a movement that would have far reaching consequences for good. Trees have value of themselves to the land, and it is a good thing to interest the little folks in their planting and culture. If this generation will not be made to see a good work, the children who are the next can be educated to see it."

MISSIONARIES TO HAWAII

The question is sometimes asked, What missionaries, appointed by the American Board, to labor in the Hawaiian Islands, are still living and residing in the islands? Blackman in his excellent book "The Making of Hawaii," gives the tabulated list of missionaries appointed and dates of appointment. This list shows that ten missionaries are now resident in these islands. They are as follows:

Mother Parker, coming in 1833.
Mother Rice, coming in 1841.
Mother Castle, coming in 1843.
Rev. and Mrs. O. H. Gullick, coming in 1862.
Rev. and Mrs. S. E. Bishop, coming in 1862.
Dr. and Mrs. W. D. Alexander, coming in 1865.
Rev. W. D. Westervelt, coming in 1889.
Rev. and Mrs. John Leaningham, appointed in 1894, and Mrs. Hyde, appointed in 1877, are now residing in the States.
This would make thirteen living missionaries representing the work of the American Board in these islands.
To this list it seems as if Rev. and Mrs. O. P. Emerson of Maui should be added, for Mr. Emerson came by a joint arrangement of the American Board and the Hawaiian Evangelical Association.—The Friend.

CONTRACTORS ASK CARTER TO CANCEL THE CONTRACT

Honolulu, January 12th, 1905.

Hon. George R. Carter, Governor Territory Hawaii.

We the undersigned, contractors and builders, resident in Honolulu, hereby present for your consideration the following claims, viz:

1. The specifications for the Insane Asylum lately advertised for tenders and awarded to the American-Hawaiian Engineering and Construction Company, Ltd., are so worded that it is impossible for contractors to bid thereon on an equal basis.

2. The specifications for brick and concrete buildings advertised, are for equivalent buildings, those for brick being for a much more elaborate and stronger building than that for concrete, by reason of which it was impossible for the brick building specified to compete with the concrete building specified.

3. That by reason of the foregoing, the call for an alternative bid for brick was nullified and it was a foregone conclusion that the bid for a brick building would be so much higher than the bid for the concrete building, that the bids for the brick building must be rejected.

4. That if a brick building fairly equivalent in strength and water proof qualities with the concrete were specified, it is the belief of the undersigned that it would cost less than the equivalent concrete building.

5. That in our opinion it is wholly unnecessary to use pressure machines in the manufacture of blocks for the construction of the Insane Asylum, we believing that the standard hand tamping machines in ordinary use will make a perfect block for such purpose. If a pressure block is called for, it will, if it is possible to make it at all, make the building cost a number of thousand dollars more than will otherwise be the case, and will be prohibitive of fair and equal competition.

6. That we are of the opinion that the letting of said contract to the American-Hawaiian Construction Company, Ltd., was upon such specifications and under such circumstances as make it unfair and inequitable to other contractors.

We therefore ask that the said contract may be cancelled; that said specifications may be so changed as to enable the contractors to tender thereon on an equal basis as between brick and concrete, and on terms and conditions which will give all contractors an equal opportunity to tender for said building.

We remain,

Respectfully yours,

LUCAS BROTHERS,
by J. Lucas.
JOHN WALKER,
F. H. REDWARD,
L. M. WHITEHOUSE,
FRED HARRISON.

GILMAN ANSWERS CARTER. ASKS WHO IS QUIBBLING?

January 12, 1905.

Hon. Geo. R. Carter, Governor, Territory of Hawaii:

Sir: I hereby acknowledge the receipt of yours of the 11th instant. You have publicly accused me with quibbling, in connection with the Insane Asylum contract, and with causing public interests to suffer for my delay.

I consider that your statements are unjust and uncalled for. In good faith the American-Hawaiian Engineering and Construction Company tendered to build the Insane Asylum, spending much time and thought upon the same.

The sum bid is ample to construct a good and substantial building.

Through no fault of ours, but through the act of the architect who represents the government in this matter, we are advised that we cannot legally hold said contract.

On December 8th, last, at your request, this company informed you that if you thought it in the public interest, we would permit you to cancel said contract. Such consent still stands, and I also again notified you to that effect yesterday.

I also notified you yesterday in definite and explicit language that, for the reasons therein set forth, this Company was unable to and could not go on with said contract.

I asked further that in justice not only to this company, but to all contractors, that the specifications be redrafted so as to be fair and equitable and to give all an equal opportunity to bid, and to again call for bids.

You say that the public is suffering. I say that it is suffering through no fault or delay caused by this company. This company has suffered and is suffering, and it is caused by an architect for whom the Government stands sponsor.

I have handed you statements which I submit, render it obligatory upon you, in the interests of fair and honest administration, to stop this company from going on with the contract in question, if it wanted to do so, and which should cause you to make investigation as to the fitness of some of the government employees to continue in office.

I have no words to express myself more clearly than I have.

In view of the foregoing I respectfully submit that the quibbling and delay in this matter are not on the part of

Yours truly,

CHAS. H. GILMAN,
President American-Hawaiian Engineering and Construction Company, Ltd.

HARMONIZING IN CIRCLES

County Act Commissioners Far From Agreement.

The County Act Commissioners met to harmonize last night and harmonized in constantly widening circles, that left them at the conclusion of the meeting farther from an agreement than they have been at any stage of the game. It was all about the election or non-election of Supervisors, whom Chairman Cooper and Mr. Watson were willing should be provided for in the main bill, and elected under the provisions of a second, and whom Stewart did not want to elect at all, just at first.

"But," said Watson, "I understood from what you said when you took a copy of our bill last night that you would be willing to come to an agreement tonight upon something."

"Why do you pass the buck up to me, huh?" asked Stewart. "My general position is known. I am opposed to putting the election of Supervisors in the county bill at all, and to giving them the power of taxation."

"Well, if you are not willing to reach some kind of an agreement," said Watson, "I do not see the use of meeting tonight at all."

"Mr. Watson and myself are willing to make the concession that the supervisors shall be provided for in the main bill and that there shall be a subsequent bill providing for their election," said Chairman Cooper.

"Can you say, as matters stand now, that you would agree to that in the interest of harmony?" asked Watson of Stewart.

"Can you say that you would be willing to take the supervisors out altogether in the interest of harmonization?" retorted Stewart.

"No, sir," answered Watson. "But I had some faint hope from the position that you took last night that you would be ready to get together tonight."

"The harmonization cannot come altogether from me," said Stewart. "Will you come together for harmonization on my bill?"

"No, sir. But it seems that you have changed your position radically since last night, as I understood your position."

"Suddenly not, huh? Suddenly not! But the harmonization cannot all be on one side."

"Then, Mr. Chairman, I move we adjourn," said Watson. And after a little wrangling the commissioners did adjourn until next Tuesday night, when it is understood that the several revised county bills will be reported ready for printing.

BEGINS WORK ON MESSAGE

As the time for the opening of the session of the Legislature draws nearer it is borne in upon the executive departments that they must get matters in line for the consideration of the statesmen. The whole clerical force of the Governor's office is already at work on the message in various ways. Preliminary work in getting things in shape for the Governor's use.

Governor Carter himself has not yet begun the actual preparation of the message. In fact, it is doubtful whether the document has even begun to take form in his mind. But he is getting his subjects in line and has already had a night session or two with his office force relative to the document. In all probability there will be more night sessions as time goes on. This is a time when the Governor particularly misses the Secretary of the Territory, who might give him valuable assistance. Nobody, however, has heard from Secretary Atkinson, and there is not a soul in Honolulu who has any idea when he will return from Washington.

Governor Carter announced several days ago that he would have to begin denying himself to callers unless their business was most urgent, would make no more appointments to see people, and would even have to neglect his mail work on the message. However, the Governor has not yet been able to adopt the closed door policy at his office. The Pinkham report and things have made absolutely necessary that he should continue to see people for a few days past.

All the same the message is shaping and no doubt the annual reports of the several heads of departments are likewise. These things must all be ready for the meeting of the Legislature and their preparation is no light task.

THE RUSSIANS FOR MORE WAR

Trophies From the Victorious Field.

Oyama Reinforced By General Nogi's Corps.

(Associated Press Cablegrams.)

ST. PETERSBURG, Jan. 13.

—The Russian government is apparently about to make the irrevocable decision that the prestige of the empire abroad and the critical situation at home demand the continuance of the war with Japan until peace with dignity is possible. The lack of cohesion among the factions opposed to the Czar make any attempt at revolution at this time improbable.

OYAMA REINFORCED.

MUKDEN, Jan. 13.—The Japanese army in the field has been reinforced by 368 siege guns and 32,000 infantry. This makes the total force in the field now 388,000 men and 1254 guns.

PRISONERS REACH JAPAN.

NAGASAKI, Jan. 13.—Sixteen hundred Russian prisoners of war, with fifty officers, have arrived here. General Stoessel will arrive on Saturday, and will sail for Europe on the 16th inst.

PORT ARTHUR TROPHIES.

TOKIO, Jan. 13.—The trophies captured by the Japanese at Port Arthur include 546 guns, 82,670 shells, thirty thousand bushels of powder and two million rounds of rifle ammunition.

SUBMARINES FOR RUSSIA.

LIBAU, Jan. 13.—Four submarine boats for the Russian navy have arrived here from America.

AFTERNOON REPORT.

SUEZ, Jan. 12.—Admiral Rotzovsky's squadron of the Russian Baltic Sea fleet has arrived.

Washington, Jan. 12, 1905.
To the Japanese Consul-General, Honolulu.

On Thursday General Nogi reports that delivery was completed and that principal trophies are as follows:

Fifty-nine permanent forts; 546 guns, whereof 54 are of large calibre, 149 of medium calibre, 343 of small calibre, 82,670 cannon balls, 30,000 kilos of ammunition, 25,252 rifles, 1920 horses, four battleships except the Sevastopol which entirely sunk, two cruisers, fourteen gunboats and destroyers, ten steamers, etc. Besides the above, thirty-five small steamers are usable after a little repair.

TAKAHIRA.

TAFT TO VISIT MANILA.

WASHINGTON, Jan. 13.—It is announced officially that Secretary of War Taft will visit the Philippine Islands during the coming summer.

CONNECTICUT CHOOSES BULKELEY.

HARTFORD, Conn., Jan. 13.—Ex-Governor Bulkeley has been nominated for United States Senator by the Republican caucus.

LODGE AND CRANE RE-ELECTED.

BOSTON, Jan. 13.—Henry Cabot Lodge and W. Murray Crane have been re-elected to represent Massachusetts in the United States Senate.

CONTRACTS NOT TAXABLE

(From Wednesday's Advertiser)

The Tax Appeal Court yesterday handed down a decision that plantation agency contracts were not taxable, thereby putting itself in conflict with a decision of the Territorial Supreme Court in *Brewer vs. Assessor*, which decision was handed down on June 1, 1903. The syllabus of that decision, upon the point of the taxation of agency contracts, follows:

"Sugar plantation contracts are contracts within the meaning of that word as used in Section 819, and taxable; but neither promissory notes, nor accounts receivable are such contracts, nor are they taxable."

The agencies involved in the decision made yesterday are as follows, with the amounts at issue: W. G. Irwin & Co., Ltd., assessed at \$63,985, returned amount in dispute \$63,985; F. A. Schaefer & Co., Ltd., assessed at \$18,125, amount in dispute \$18,125; C. Brewer & Co., Ltd., assessed at \$65,465, returned at \$3,308.46, amount in dispute \$57,156.52; H. Hackfeld & Co., Ltd., assessed at \$110,615, returned at \$40,444.52, amount in dispute \$70,170.48; T. H. Davies & Co., Ltd., assessed at \$56,895, returned at \$120, amount in dispute \$56,775; Alexander & Baldwin, Ltd., assessed at \$111,830, returned as of no value, amount in dispute \$111,830; Castle & Cooke, Ltd., assessed at \$97,662, returned amount in dispute \$97,662.

Under the terms of the decision, the Territory would stand to lose a large sum in taxes, but the matter will be appealed to the Supreme Court and so the fight is not ended yet. The contracts of the agencies had been given a total taxable value of \$433,233 by the assessor making the tax due from them at one per cent \$3,332.33. The text of the Tax Appeal Court's decision follows:

"Two questions are to be especially considered by this Board in the matter of the above appeals.

"First. Are these agency contracts taxable property within the meaning and intent of the law?

"Second. If taxable under the law, what is the cash value of such contracts?"

"Counsel for various appellants have submitted briefs arguing with much force and supported by various authorities that none of these contracts are within the purview and intent of the tax law.

"The Supreme Court of the Territory has, in the case of *Assessor vs. C. Brewer & Co.*, 15 Haw., page 36, definitely set forth the view that, 'These agreements whether written or verbal, and whether for a definite period or terminable at will, are certainly all contracts within the meaning of Sec. 819 and are taxable.'

As to the value of such contracts, the Supreme Court has further given opinion in 15 Haw., page 36, that such contracts terminable at will or for a period of not more than one year have of themselves no cash value.

The decision further reads, 'Nothing could be realized upon an attempted sale of a privilege to act as agent, which privilege, carries with it no assurance of its continuance for a definite length of time.

"The evidence shows that the agent holding contracts with the sugar companies, invariably either themselves, or with their employees, officers and friends, hold a majority control of the stock of the sugar company, and the contracts are unquestionably of value to the agents holding them.

"Those contracts containing provisions such that they can be terminated at a year's notice, from either party, are to a large degree perpetual contracts, for those interested are officers, directors and stockholders in both companies to the agreement, and therefore so interwoven with one another that it would be almost impossible to dispose with the contract alone, without a transfer of the control of the stock.

"It is difficult to imagine one of these agency contracts, standing by itself, where the agency holding the contract has no direct interest in the plantation, nor has any agent's own stockholders or friends any direct interest in said plantation, in which case the central of the plantation would be in the hands of rivals or opponents to the agent holding the contract.

"It is further difficult to imagine that an agency contract under conditions above outlined has much market value, if any.

"The Supreme Court decision in 15 Haw., page 44, reads: 'The value at which property is to be assessed under the tax law is the value for the purposes of sale, and not the value to the owner.'

"No legislative enactment prescribes a mode of estimating the value of these contracts.

"The revenue in the form of commissions from these contracts might form a basis for establishing a value, if the contracts could be brought under the head of an 'enterprise for profit'; but this too has been excluded by the Supreme Court decision above referred to.

"The evidence shows that these agency contracts, by themselves, have never been bought or sold in this market; therefore no previous sales of contracts can be used for establishing values.

"Messrs. Brewer & Co. and Messrs. H. Hackfeld & Co. have indeed returned certain of these contracts at a valuation, but other agencies making sworn returns, have assigned no cash value to the same class of contracts.

"The return of one contract, and particularly where such contract was coupled with control of plantation stock, could not serve to fix the value of the naked contract, stripped of control of stock and incidental advantage in the case of some other agency.

"This court cannot find any basis

for determining a cash value on these contracts, within the meaning and intent of the law, either from the evidence as given, or from the laws enacted by our Legislature.

"The court therefore sustains the appellants."

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PINKHAM'S UNINVENTED MACHINE

(From Thursday's Advertiser)

Governor Carter has been urging the American-Hawaiian Construction Company to state why they did not go on with the Asylum contract.

President Charles Gilman answered yesterday. He charges that the specifications were purposely drawn in the interest of the Concrete Construction Company, and to shut out all competition with the Pinkham uninvented machine.

He charges further that when the contracting Company discovered that there was no existing machine which could do the work, and that it was Pinkham's machine or nothing, Beardslee, the government architect in charge of the job, offered to procure the machine for \$5000, but wanted seven months in which to build it, the machine to belong to Beardslee and his assigns after the job was done.

Gilman charges further that the contract is so illegal and that the circumstances surrounding it are so tainted with favoritism, that he is unsafe in going ahead with the contract.

He asks that the specifications be amended so as to give all contractors a fair deal and that new tenders be then called for.

He backs up his claim by legal opinions from Castle and Withington.

He shows also that his bondsman, A. N. Campbell, has made demand upon him to take this course, on the ground that the contract is illegal, and cannot be held, and that the company will lose all the money that it puts into the job.

Campbell "got busy" when Superintendent Holloway announced his intention of holding the bondsmen on the contract, retained a lawyer and did some investigation on his own account.

He found that the leading contractors of the city were of the opinion that the Beardslee specifications were for the benefit of the Concrete Construction Company and Pinkham's machine. He secured statements to this effect from John Lucas, Fred Harrison, John Walker, L. M. Whitehouse and John Ouderkirk.

Mr. Ouderkirk states further that after Pinkham was made President of the Board of Health he tried to get Ouderkirk to take a half interest in the machine for \$2000, upon condition that concrete blocks made by it were to be sold only through the Concrete Construction Company; also that the profits out of the Asylum job alone would pay for his share in the machine.

A statement by Mr. Dyer, assistant superintendent of the Honolulu Iron Works, is also filed, showing that the commercial feasibility of the Pinkham machine is open to grave doubt, and must necessarily require much experimenting with before it can be successful, if ever.

The Governor answered Mr. Gilman immediately telling him that his lawyers' opinions were of no more value than those of the Superintendent of Public Works and Attorney General, and again wants to know whether the contractor is going on with the work.

Honolulu, Jan. 10, 1905.
George R. Carter, Governor Territory of Hawaii.

Sir: The American-Hawaiian Engineering & Construction Company, Limited, has delayed making a final statement of its position concerning the Insane Asylum contract, until it could receive the latest information from its manager, F. J. Amweg, now in San Francisco, and obtain advice of counsel. Such information and advice being at hand, I now state to you the conclusions which this company has come to, first summarizing the facts necessary to an understanding of the conclusions reached.

This company, in good faith, bid on the contract to build an Insane Asylum, offering to erect a building of brick for \$56,575, or of concrete blocks for \$49,391.

Its bid for concrete construction was accepted by the Superintendent of Public Works, upon condition that the concrete blocks be made in Honolulu, which condition the company accepted.

The only other bid filed was that of the Concrete Construction Company to build a concrete building for \$62,525.

THE JOKER IN THE CONTRACT.

Mr. Amweg was absent when the contract was awarded. Upon his return, the fact that but one other contractor had filed a bid, and that it was more than \$13,000 higher than that of this company excited his suspicions that there was a "joker" in the contract.

Upon further study of the specifications and consultation with the Public Works officers he for the first time became aware that the government had constructed the contract that the contractor would be required to use hydraulic pressure in constructing the concrete blocks, as well as, and in addition to, the usual hand tamping process.

This was an entire surprise to the contractor, for the following reasons: (a) Concrete is a standard building material, and the method of construction is equally well known, viz.: by hand tamping in a mould.

(b) There are no pressure machines which will make the kind of block called for in the specifications, nor any pressure machines of any kind, except for permanent factory purposes, for making hollow blocks in sections, for sale on a large scale.

(c) The plan of the blocks, forming a part of the specifications, shows the regulation form of block made in standard hand tamping machines, and never made by pressure machines.

(d) There was nothing in the specifications to indicate that the pressure called for was to be produced hydraulically, and the contractor being misled thereby and by the facts above set forth, had not taken the providing of high priced hydraulic machinery into consideration in making his bid.

PINKHAM'S UNINVENTED MACHINE.

Notwithstanding this unexpected development, Mr. Amweg desiring to carry out the contract, requested Mr.

Beardslee, the government architect on this job, to inform him where a machine called for by the specifications could be obtained. To his amazement Mr. Beardslee replied that such a machine did not exist; but that Mr. L. E. Pinkham, President of the Board of Health, had invented one, which would do the work. Asked further as to how, when and on what terms the Pinkham machine could be obtained, Mr. Beardslee further stated that it yet existed only in Mr. Pinkham's mind; but that he could make it.

During the course of the conversation Mr. Beardslee stated that the Pinkham machine had been evolved especially in connection with the construction of the Insane Asylum; that the machine was to have been controlled by the Concrete Construction Company, of which Mr. Pinkham was formerly president; that the specifications were so drawn as to shut out a brick building, secure a concrete building and shut out all concrete blocks except those which could be made by the Pinkham machine.

BEARDSLEE \$5000 PROPOSITION. After much discussion Mr. Beardslee offered to personally undertake to furnish to this company a Pinkham machine, to be furnished in seven months, for the sum of \$5000, the machine to belong to Mr. Beardslee and his assigns after the job was completed.

The objection was made that the contract called for completion in thirteen months and if seven were consumed in securing a machine there would not be time to finish in the remaining six months.

Mr. Beardslee replied that he thought the machine could be built in less than seven months, but that he must ask for seven, as some experimenting must be done; also that if the building was not done on time there would be no difficulty in getting an extension, if it were made known that Pinkham caused the delay.

To the objection that if the contractor paid for the machine, it should belong to the contractor, Mr. Beardslee replied that the machine would be furnished on no other terms.

Mr. Beardslee finally reduced his proposition to writing and delivered it to Mr. Amweg. He stated, however, that he did not want it to appear as coming from him and he therefore drew it in the form of a letter to be written by this company to him, assuring Mr. Amweg that immediately upon its receipt, the proposition would be accepted by him and he would personally see to it that Pinkham carried out its terms.

This letter, in Mr. Beardslee's handwriting, I now have.

AMWEG'S NEXT MOVE.

The foregoing state of facts, with much more of detail, was thereupon laid before Mr. Holloway, Superintendent of Public Works. It was urged upon him that the specifications did not on their face require blocks made under hydraulic pressure; that they were inconsistent, in that the plan showed blocks of a type made only by hand;

that it was impossible to make the blocks called for, under pressure, because no machine existed which could make them; that contractors should not be compelled to bid on a contract which could be carried out only by the use of an uninvented machine, under control of a government official supervising the job. He was requested to permit the contractor to proceed with the contract, making the blocks by the standard hand method.

Mr. Holloway refused the request, stated that there were a number of machines capable of making concrete blocks under pressure, in accordance with the specifications, and insisted that the contractor proceed with the work.

This company asked that the matter be referred to the Attorney General for an opinion. This was done and an opinion obtained, which dealt entirely with an undisputed law point, and did not cover the grounds involved.

Mr. Holloway then suggested that the matters in issue be arbitrated.

Arbitration was considered, but the points to be arbitrated could not be agreed upon in such form as, in the opinion of the contractor, to fairly decide the matter.

NO PRESSURE MACHINES AVAILABLE.

Mr. Holloway thereupon peremptorily ordered the contractor to proceed, furnishing the names and addresses of four makers of machines which he claimed would make concrete blocks called for by the specifications.

The contractor, desiring to carry out the contract if possible, Mr. Amweg thereupon went to San Francisco and made an exhaustive investigation of concrete block pressure machines.

He found that for years experiments have been carried on by many people, to construct a machine that would make concrete blocks by hydraulic pressure;

That no hydraulic machine has yet been invented which makes blocks of the size or type prescribed in the specifications of this contract;

That no machine has yet been invented which makes blocks under hydraulic pressure, of any type, except large plants for factory purposes where blocks are made on a large scale for sale. Moreover, the blocks so made are of radically different type from those prescribed in the specifications;

That of the four manufacturers whose names were furnished by Mr. Holloway, two make only hand machines, and two make factory plants of a character above referred to. One only had made a portable machine, which it had advertised. Mr. Amweg entered into negotiations for this machine, but found that the company had discontinued its manufacture, as it was unsatisfactory; that they were still experimenting with it, and hoped to perfect it; that they would make such a machine if desired, but would not guarantee that it would do the work, and recommended a hand machine made by themselves, as being the best on the market.

CONTRACTOR CONSENTED TO CANCEL CONTRACT.

Meanwhile the contractor had, at the request of the Governor, made a full statement to him of its position, including many details not included herein.

Before considering the subject the Governor, in writing, inquired if he requested the cancellation of the contract, whether the contractor would consent thereto.

The contractor replied in writing, on December 8, 1904, that it would cancel the contract if the Governor requested it. Such consent has never been withdrawn and still stands.

About this time Mr. Holloway again made demand on the contractor to proceed with the contract, threatening to notify its bondsmen if it did not comply with his request.

THURSTON ADVISES CAMPBELL CONTRACT IS ILLEGAL.

Mr. A. N. Campbell, one of the bondsmen, thereupon obtained much evidence upon the subject of the legality and fairness of the specifications, not theretofore available to the contractor, and requested legal advice from L. A. Thurston as to the legal status of the contract and the bondsmen's responsibilities.

Mr. Campbell was advised by his counsel that for various reasons the Insane Asylum contract was invalid, and illegal; that under the recent decision of the supreme court in the Brewer wharf case, it cannot be enforced, and the contractor would be subject to be enjoined from proceeding with the building, even though it used blocks manufactured under hydraulic pressure; and that it would be liable to lose all the money that it expended upon the contract.

Mr. Campbell thereupon notified this company that he was unwilling that it should proceed with the contract, and requested that it so notify the government.

CASTLE AND WITHINGTON ADVISE CONTRACT IS VOID.

Mr. Campbell's letter and the legal opinion upon which it is based were thereupon referred to Castle & Withington, the attorneys for this company, and they have corroborated the conclusions reached by Mr. Thurston, advising us that the specifications and surrounding circumstances are such as to render the contract illegal and to make it impossible for this company to hold the contract, even with the consent of the government.

CONTRACTORS RELUCTANTLY LET GO.

This company is therefore reluctantly forced to the conclusion:

First. That under the facts and circumstances surrounding this contract, for which it is in no wise responsible, and under the legal advice of responsible counsel, it cannot be forced to proceed, nor can it proceed if it so wishes, with the literal execution of the contract, which requires an impossibility.

Second. That it cannot proceed under a modification thereof eliminating the pressure clause, because this would so change the original contract as to subject the contractor to injunction at

the hands of rival contractors, who stand ready to take such action were the modification permitted by the government.

Third. That the evidence that the specifications are purposely drawn so as to unfairly exclude competition on even terms is so strong that it is impossible for any contractor to safely bid upon them upon any future call for tenders, if such there be.

CONTRACT WOULD HAVE BEEN PROFITABLE.

It is with great reluctance that I am obliged to do this, as there is a good margin of profit in the price bid by this company, provided it is permitted to use standard concrete constructing apparatus, instead of its being required to use a machine which does not exist, and to pay tribute to officers of this government to try and invent such a machine, which when invented, will belong to such officers and not to the contractor who pays for it.

I wish to corroborate the statement made by other contractors that a brick building so planned as to be an equivalent in strength, finish and waterproof qualities, with the concrete building designed by Mr. Beardslee, can be built for less money than such concrete one. The brick building described in the specifications is not an equivalent of the concrete one, but is a much more elaborate and expensive one. I desire to further call your attention to the fact that the specifications are so incomplete and imperfect that there must necessarily be extras to a large amount in order to properly complete the building fit for occupation.

FAIR SPECIFICATIONS AND RE-ADVERTISEMENT ASKED.

In the interest of fair, honest dealing, of the general public and of the contractors of Honolulu who have through no fault of their own, been compelled to waste much valuable time upon this matter, I respectfully request:

First. That the specifications for the Insane Asylum may be so changed as to render it possible for all intending contractors to bid on a fair and equal basis.

Second. That if tenders are called for a concrete building, the requirements may be so modified that standard apparatus for making concrete blocks may be used.

Third. That provisions which unfairly exclude brick construction may be eliminated.

Fourth. That when so changed, tenders may again be called for, to build the Insane Asylum.

Enclosed herewith please find copies of the opinions of counsel rendered to this company and its bondsmen, including evidence secured by such bondsmen, above referred to.

I have the honor to remain, Your obedient servant,

CHAS. H. GILMAN,
President American-Hawaiian Engineering & Construction Company, Limited.

December 22, 1904.

L. A. Thurston, Esq., City.

Dear Sir: I am a surety on the bond of the American-Hawaiian Engineering & Construction Company, to secure the performance of the contract with the government, to construct the Insane Asylum at Honolulu in thirteen (13) months.

The contractors are desirous of going on with the contract, provided they are not required to do the impossible, claiming that there is good profit in it. I do not wish to interfere with their doing so if it is safe for them to go on; but certain questions have arisen in connection with the contract which make it necessary for me to know their legal status in the matter, as bearing on my responsibilities. I therefore request that you will examine the contract and correspondence, which the contractors will place at your disposal, and such other information as may be available, and advise me upon the following points, viz.:

The contractor claims that no machine exists which will make the concrete blocks, under 400 lbs. pressure to the square inch, called for by the contract; but that such blocks can be perfectly constructed by standard hand tamping apparatus, which it is desirous of using.

Question 1. If this claim of the contractor is correct, will it be legally justified in proceeding with the contract, using such hand apparatus and ignoring the pressure clause upon the theory that it requires a commercial impossibility, if the Superintendent of Public Works refuses his consent?

Question 2. If the Superintendent consents to ignore the pressure clause, will the contractor be safe in going ahead with the work, or would it be liable to be enjoined?

Question 3. If this contractor cannot proceed except by complying with the pressure clause, can the government compel it to go on with the contract or hold the bondsmen if it does not?

The contractor states that the specifications are unfairly drawn in several respects, for the apparent purpose of shutting out or hampering competition and giving a particular company, the Concrete Construction Co., an advantage over the bidders. Notwithstanding this the contractor is desirous of going on with the work if it can safely do so.

Question 4. Does the evidence, in your opinion justify this claim?

Question 5. If it does, in view of the fact that the Concrete Construction Co. did not get the contract, is the American-Hawaiian Co. safe in going on, if other obstacles can be removed; or would it be liable to be stopped by injunction, on the ground that there had not been fair competition, or for other reason?

Question 6. If the contractor is stopped by injunction for any of the foregoing reasons, can it recover from the government for labor or material put into the job up to that date?

Question 7. What course do you advise me to pursue?

Yours very truly,
A. N. CAMPBELL.

SHERIFF ANDREWS OUT AND THE GOVERNOR TELLS WHY

Carter Makes Serious Allegations Against the Former Official—Private and Public Business Mixed Up—Recommendations Bought.

L. A. Andrews, after battling with the stress and storm of office as Sheriff of Hawaii for several years, was yesterday, through executive action, replaced by John C. Searle. The immediate agent of this official change was High Sheriff William Henry, but Governor Carter assumes the responsibility of the act.

In a set explanation of the matter to an Advertiser reporter, the Governor gave as reasons for the removal of Sheriff Andrews, substantially, public and executive dissatisfaction with police administration on Hawaii, a too great admixture of his private with the public interests by Mr. Andrews, an excessive complaisance regarding police discipline and the dividing with members of the force, monthly, of money exacted from holders of licenses.

"There has been general dissatisfaction on the part of the people," the Governor began, "with the police on Hawaii, in which the Government joins. This dissatisfaction has been found to exist in almost every district.

"There has existed, right straight along, an arrangement about the garbage department of Hilo in which Mr. Andrews's public and private capacities are entwined so that it is hard to say which is which. On my trip to the island I showed my disapproval of it. I made an attempt to get it adjusted but could not bring it about and nothing has been done. It has drifted ever since, and it is not right.

"Not long since Andrews got alarmed about his position and got up a petition in favor of himself, paying fifteen cents a name for signatures, which did not enhance my estimate of him.

"The principal difficulty with Mr. Andrews has been his lack of judgment and willingness to overlook, in the men in his employ, of glaring faults. His attitude toward all questions is a good deal like this.

"Some time ago I found that his officers were making a charge for collecting licenses, sending it in to him at the end of the month, when he would divide the proceeds between himself and the officers, which of course he was willing to stop when he found that such a course would not be countenanced.

"I have found that the police department could be better aroused and the people of Hawaii get better service by a change.

"Mr. Henry went up to investigate and see if we could get any man locally under whose appointment there was a fair chance of bettering the circumstances."

Governor Carter, from the report of Mr. Searle's appointment, presumed that the High Sheriff had found that Mr. Searle was suitable and would be acceptable to the people of the big island.

John C. Searle, in this year's directory, is down as "head overseer Hilea plantation and postmaster, Hilea." That is in the district of Kau, where Mr. Searle formerly had experience in the police department. He is a part Hawaiian.

Lorrin A. Andrews was born at Lahainaluna, Maui, October 12, 1857, his father having come out from Ohio as a missionary, and settled first on Molokai and later became a professor at Lahainaluna. Young Andrews's father died when he was still in his minority and instead of getting an education for himself, the young man managed his father's estate so that his brothers and sisters might receive the college education that could not be his.

In 1888 he was appointed Tax Assessor for the District of Makawao, Maui, and the following year he was appointed Deputy Sheriff on that island. In 1893 he became Senior Captain of Police in Honolulu and a year later he was appointed Sheriff of Maui, which position he held until Sheriff E. G. Hitchcock was made Judge of the Third Circuit, when Andrews succeeded him as Sheriff of Hawaii. At the recent county election Sheriff Andrews was defeated for Sheriff of East Hawaii, but on the breaking up of the county system he resumed his place as Sheriff of Hawaii.



SHERIFF ANDREWS OF HAWAII, WHO WAS REMOVED FROM OFFICE YESTERDAY.

Honolulu, Dec. 30, 1904.
Mr. A. N. Campbell, City:

Dear Sir: In reply to your letter of December 22d, requesting answers to certain questions relating to the Insane Asylum contract and your liabilities thereunder as surety on the bond of the contractor if it proceeds with the work, I would say that I have carefully examined all of the documents and statements submitted to me and taken a number of additional state-

ments bearing upon the subject, and have reached the following conclusions, viz.:

Reply to questions 1 and 2: I am of opinion that the clause requiring the concrete blocks to be made under a pressure of 400 pounds to the square inch is so vitally an integral part of the contract that it cannot be legally ignored, or waived, either with or without the consent of the Superin-

(Continued from page 6.)

Hawaiian Gazette.

Entered at the Postoffice of Honolulu,
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ISSUED TUESDAYS AND FRIDAYS.

WALTER O. SMITH, Editor.

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FRIDAY : : : JANUARY 13.

WANTED—LABORERS.

The Pinkham commission having been smoked out of its cloud of mystery, it appears that the object primarily sought was very simple. The plantations, as well as the minor industries, need more field laborers. The immigration does not more than offset the emigration of laborers, while the demand for labor is slowly but steadily increasing.

The natural course to pursue, under these circumstances, is to seek additional sources of supply. Years of experience and many experiments render all sources except one, problematical of success. That one is China. Simply take down the bars, and in a short time laborers would be available in plenty.

All that stands in the way of the accomplishment of this object is United States legislation which prohibits it.

Some of our good people believe that it might be induced to strike Uncle Sam's hard heart some day, and melt away the drastic legislation which now excludes Chinese laborers.

There is no doubt but that the present Chinese exclusion law is unnecessarily harsh and arbitrary; there is equally no doubt but that a limited and restricted Chinese immigration to Hawaii, of agricultural laborers, would be beneficial to not only plantation owners, but to nearly every one else who lives here—mechanics included—for, in the last analysis, practically every one here lives off of sugar.

The great obstacle to the immigration of Chinese into the Union is organized labor.

It is conceived by those who believe that in some way Chinese agricultural laborers can be secured, that if local organized labor could be convinced that Chinese immigration would be beneficial to it, and would so represent to their fellows on the mainland, the opposition of the latter to Chinese immigration into Hawaii might be removed or modified. Whether this theory is correct, is another story.

The first and main object of the Pinkham commission was, therefore, to convince the local labor people that it was beneficial to them to have Chinese agricultural laborers come to Hawaii, if they could be restricted to agricultural work.

Instead of going to the labor people and dealing directly with them, the unfortunate decision was made to act through Pinkham who is supposed to be able to do the Svengali act on the most radical walking delegate who ever behaved.

Pinkham's imagination immediately began to sprout. Jack's bean stalk wasn't in it. He started in to compile an encyclopedia of Hawaii and to turn out photographs by the mile. One of his texts was that the small farmer was a failure and never could be anything else in Hawaii; that diversified industry was a fraud, a snare and a delusion. While everything else was shrouded in obscurity he left behind him a trail of denunciation of small farming, and those who advocated it, like the path left by an exploding meteor as it streaks the heavens.

He went out of his way to unnecessarily walk on the neck of every industry, except sugar, in the territory, and thereby excited the suspicion and hostility of every one who believes that twin necessities of Hawaii are diversified industries and beef eating American citizens.

What need was there for a cord of typewriting and a mile of photographs to prove that coffee was a failure, bananas of little account, sisal not worth considering and the cattle business a back number?

Does the showing, if true, help the sugar business? Does it tend to convince any one that we need Chinese cheap labor? Does it help Hawaii or any resident within its borders? On the contrary it is not on a par with the bird which wantonly fouls its own nest?

The Pinkham report is a monument of misplaced energy.

The planters want a specific thing. They want the support of the local labor men in attempting to secure it. These men know just as much about the situation as the planters do. They do not need Pinkham's library to help them make up their minds, any more than a cat needs two tails.

Why is not the sound course to dump Pinkham; ignore his report, which has unnecessarily raised all this rumpus on a side issue, and deal directly with the labor representatives on the one main issue?

If the other statements in the Pinkham report are no more correct than the quotation therein contained of what L. A. Thurston said about castor beans, it is about as reliable as its hole-in-the-corner predecessor, the Blount Report.

The President's decision to call an extra session of Congress for a revision of the tariff might be set down in the eastern weather bulletins under the heading: "Indications of a Storm."

The truest characterization of the Lawson expose is that it is the work of a multi-millionaire turned State's evidence.

Evidently the weekly Bulletin has detected a new test.

FOULING ONE'S OWN NEST.

Every State in the American Union small farming which affords a living while the farmer is growing tropical crops for export, appears in the last statement made by the Kona Orphanage. Of course, it is ignored in the urging its claims upon the investor and homemaker with a zeal which is only equalled by its loyalty to its own best interests. Every State welcomes the newcomer and gives him a chance and advances any sort of legislation which tends to increase its own population and people its vacant acres. All the States together, acting through the Federal government, are promoting the immigration, even of the poor, in every legitimate and effective way; and where they have public lands, the property is almost given to any one who will build homes upon it.

All the Territories of the United States but one are doing their best to obtain farmers and other settlers. Arizona, New Mexico and Oklahoma are constantly in the field for the acquisition of new inhabitants and fresh capital. They boom themselves from one year's end to another. Gradually, but surely, they are building up their opportunities for Statehood and becoming richer, stronger and more American. In both States and Territories—all but one—there can be no meaner treachery than to decry the resources and deny the opportunities and oppose the settlement of the commonwealth.

The exceptional Territory is Hawaii, one of the most fertile and favored spots under the flag, with the richest soil, the most equable of climates and the one most profitable, acre by acre, in the form of agriculture which it has developed. It is a Territory, moreover, which the President has said should "be developed on traditional American lines." But strangely enough it is one which deliberately advertises itself, with the sanction of the Governor, as one where the opportunities for white men are confined to planters and to a few hundred mechanics, who may be permitted to enter and earn wages. And all this where there are thousands upon thousands of acres of vacant public land as full of latent possibilities as the soil of California or Cuba or Yucatan.

No citizen of any other Territory, let alone an official, would dare to get on his feet and say that his Territory was no place for white settlers and was incapable of the civilization enjoyed by every other part of his common country; that it was too ill-favored of nature to sustain more than one agricultural industry. No paper, even though drawing its mental inspiration from a diet of veal, would venture to defame its own locality and try to bind it hand and foot to conditions which would, so long as they existed, interrupt its progress and limit its hope. Imagine an official of Arizona going to Washington and saying: "Our Territory has but one industry, mining. All we want for that is Mexican peon labor. There is no room for white settlers even in our rich, irrigated valleys, and what you see there of agriculture is a mirage. Give us our peons and we will let in a few hundred mechanics to work with them, but no others. Refuse our peons and even the mechanics need not apply. Please consider Arizona a closed corporation. Americanism be damned."

Fellow citizens, a man who went before Congress with that plea would be kicked out of Washington and when he returned home, if he ever dared to, he would be tarred and feathered.

For Heaven's sake, let us put Hawaii before the world as a place capable of holding its position in the American system and willing as well as able to develop in the American way and sometime be a State. Let us show that we care for its future and that we are not ready to let it be overwhelmed by Asia, but that, whatever the Mongol numbers may necessarily be, there will yet be enough Americans left as owners of the soil to guard the ark of the American covenant and make this something better than the old South was before the war.

We have heard of many people who read yesterday, with profound interest, the letter from a woman showing that she and her husband landed here seven years ago almost without means, and have been steadily making their way since. It was a disingenuous letter, perfectly sincere and a human document of much value to students of

EMERGENCY RATION

A man has lived forty days without other food than his own fat.

Fat is man's emergency ration. The fat is stored in convenient hollows all over the body against the day of necessity.

Consumption makes heavy demand on the storage of fat. Nature uses fat to fight the disease. The crying need of the consumptive is fat.

Scott's Emulsion contains the best fat to be had, next to human fat itself. Scott's Emulsion is a natural substitute for human fat. It prevents waste. It furnishes the consumptive with nature's own weapon for fighting the disease.

We'll send you a sample free upon request.
SCOTT & BOWNE, 409 Pearl Street, New York.

THE IGNORED SUCCESS.

One of the successes in the sort of data which Mr. Pinkham is having printed day by day, to discredit Hawaii abroad, just as the statements of many other successful farms and farm-ers have been ignored or slighted. One hears in the proxy Pinkham deliveries very little about the Von Temp-sky, Buchholts and Bruner achievements, the Wahiawa crops, the paying Louisiana ventures, the cheering tobacco results at Hamakua, the widespread successes of sisal, the growth of the pineapple industry and the like. If there is any of the truth concerning these things concealed in the voluminous pages of the Pinkham report, the author of that astonishing document is careful to overlook it when picking out things to give the public in the columns of his organ.

But to return to the last Kona Orphanage report. Here it is:

There are forty acres of land belonging to the Kona orphanage. Twenty acres are in coffee, five acres are planted in fruit and vegetables and fifteen acres are used as pasture land.

The following estimate shows that not less than \$3,095 worth of farm produce is now raised yearly at Kona orphanage:

Coffee, 1740 quarts a month.....\$ 500
Milk, 1740 quarts a month..... 1618
Butter, 100 pounds a month..... 480
Honey, 450 pounds a year..... 45
Eggs, 50 dozen a month..... 250
String beans, 960 pounds a year 24
Carrots, 430 pounds a year..... 36
Onions, 900 pounds a year..... 36
Tomatoes, 550 pounds a year..... 14
Papaia, 1600 pounds a year..... 75
Sweet potatoes, 120 bags a year 20
Peas, 320 pounds a year..... 10

Total\$3095

The cost of farm labor is about \$552 a year. The cost of stock and chicken feed is about \$750 a year.

The orphanage farm has been under cultivation for seven years. A gentleman connected with the government Agricultural Department in Honolulu recently visited the farm and expressed himself as being pleased with the small farming at Kona orphanage.

Here are annual profits of nearly \$1,800 from a farm run by a woman. Bear in mind that the Advertiser does not call this small farming in the best and export sense, for the production of such crops we recommend merely as a side issue. But Pinkham calls it small farming and, ignoring such statistics as those of Kona, assumes that white producers have no chance on the soil unless they grow sugar. The truth is, that he deliberately set out, in company with men, one of whom mistook a blue gum for a coffee tree and not one of whom could tell an underground vegetable by its blooming top, set out we say, to misrepresent small farming. And he has misrepresented it in a way which exposes him to the derision of every practical farmer in this Territory—and we say that without consulting them, in full faith that Pinkham dare not submit his conclusions to men like Mr. Bruner, Messrs. Smith, Van Dine and Higgins of the U. S. Agricultural Experiment Station; Charles Dole and Mr. Thomas of Wahiawa; Byron O. Clark, Abram Louison, Miss Beards of the Kona Orphanage; Mr. Rhodes of Manoa; Allen Herbert, Franz Buchholz, Dr. Russell of Oahu, Mrs. Von Temp-sky, Mr. Edwards of the Vanilla Park Plantation at Napo-o-o, and August Iten of Oahu. Here are men who know, witnesses all, we believe, to the Advertiser's contention. What has Mr. Pinkham or Mr. Heffernan, or Mr. Rosenstern got to confront them with but the adverse testimony of men who have not yet tried to produce tropical export crops on this soil and who merely insist, as we all do, that this is no place in which to compete with the farming of the north temperate zone.

EVADING THE REAL ISSUE.

The refusal of the opponents of small farming to debate the industry on its merits, as is plain in the Pinkham report as it is in the casual letters which this and other local papers have published from time to time.

For instance the report sets up a man of straw and knocks it down in this wise:

It is both "cruel" and "criminal" to indiscriminately boom and urge ventures in experimental small farming by persons of small means dependent on prompt returns, or ventures, individually in a small way in growing staples that are produced in more favored localities on an immense scale by low cost and abundant labor.

If there is one thing the advocates of small farming have constantly repudiated it is the idea that the farmer should grow staples in competition with those of the mainland. Small farming here, as we have explained scores of times, means the production of purely tropical crops for export. As for temperate zone products they may be produced in a small way to help feed the farmer while his pineapples, sisal, tobacco, bananas, cassava, rubber, vanilla, etc., are growing.

Mr. E. C. Greenwell of Kealahou, also misrepresents the small farm movement when he says:

I consider that the letters appearing from time to time in the different papers are very misleading, and for persons of small means, cruel to hold out bright prospects, granted that we are free from pests.

There is no market for any fruit, vegetables, eggs, poultry, butter. The storekeepers in Honolulu prefer to get all they want from the coast.

"No sale" is the usual remark.

Again the truck farm. Nobody is trying to induce people to come here to compete with the local Chinese and the coast jobbers in raising the products of some other zone. Mr. Greenwell either evolved that idea from his inner consciousness or got it from the enemies of small farming who, not daring to deny that this soil and climate confer their benefits upon more than one tropical product, solemnly assert the undisputed truth that this is no place to raise, on a commercial scale, the products of Kansas and Maine.

COUNTY ACT COMMISSIONERS.

In view of the increased expenditure of public money and the consequently increased taxation likely to follow up on the adoption of even the mildest modification of a county government system, the failure of the County Act Commissioners to reach an agreement in time for the forthcoming meeting of the legislature might not be regarded by all the citizens of Hawaii as an irreparable misfortune. Certainly the commission is riding to a fall, if any like body ever was. There are two elements in it, and they are absolutely irreconcilable. The result of this will not be that no county bill at all will be reported. Rather, it will be that the commission will submit two bills, at least, and then it will be up to the legislature to select the one that is least mischievous.

The presumption is that the legislature will do the best that it can for the Territory, but there are indications that neither bill presented will lack ardent partisans who will do their utmost to secure its passage. And the fight that is now waged in the small way will be carried to the wider legislative field, with the friends of the various acts lobbying to secure their passage. In this view it is just possible that the legislature may become dead-locked also—and, if it does, the adoption of county government will once more be postponed. Probably it is inevitable, in the end, but the people at large will not be found going into mourning because of any present postponement.

THE PLIGHT OF RUSSIA.

Russia wants to make peace with Japan but fears the ridicule of Europe. It is difficult to see, however, that she can gain the respect of Europe by continuing a hopeless fight and exposing herself to needless humiliations. Japan now commands both sea and land. Rodjstevsky admits that he cannot challenge her ocean supremacy and Kuropatkin, driven 250 miles from his first stand, has all he can do to keep from being pushed further back and may, under the pressure of Oyama's reinforcements, be hurled from his foothold almost without warning. Japan can keep more troops in Manchuria than Russia because she can feed more; and her people are united in their support of the war while those of Russia are in a revolutionary mood. In brief Russia is beaten and had better admit it with what grace she can summon. The jeers of Europe ought to be easier to bear than the misery of successive defeats, the groans of unhappy subjects and the growing menace of an insurrection.

SHERIFF ANDREWS.

There are many men who can fill the position of Sheriff of Hawaii, and fill it well; but there will be no man to occupy the position with an eye morose to the public interests.

Lorin A. Andrews has not a disreputable hair in his head, nor in the sartorial of official embezzlement and corruption which recently swept over the Territory, did a dirty dollar stick to his palm. He is a man of generous impulses, good executive ability, intense energy, quick judgment and cares little for the opinions of others when he believes himself to be right.

Such a man usually creates enemies. The chief of police or chief executive of any State, Territory or city who does not make enemies would not be worth a rap.

Mr. Andrews will carry into private life the esteem and friendship of the best people of Hawaii.

The Sunday Advertiser stated that there would soon be a plank-walking on Hawaii and that Sheriff Andrews had drawn the black bean. It was a true prophecy. Yesterday the news came that Andrews had been superseded by John C. Searle, who will later give way to L. M. Baldwin of Maui.

COMMON PROPERTY

Send a steamer time card to your friends on the mainland. Copies can be had gratis by calling at the Gazette office.

W. B. Kincaid has left Hopp & Co. and will depart in the Olympic today to take a position in a San Francisco furniture house.

The Chauntauque Literary and Scientific Circle will meet this afternoon at 3 o'clock in the parlors of the Central Union Church.

Yesterday's cablegram from E. Politz & Co. to Henry Waterhouse Trust Co. reports raw sugar selling in New York at 5.1 cents cash.

The Bishop of Zeugma will go to Rome after the custom of new bishops, to pay his respects to the Pope. Incidentally he will tour Europe.

Kondo, brought from Maui on a charge of distilling okolehao, was committed by United States Commissioner Judd to the April term of the Federal Court.

Mrs. Ellse Neumann has begun a suit for accounting of her late husband's interest as attorney in fire claim cases against W. A. Whiting and W. T. Robinson.

Fred Harrison, Edmund Norrie, Manuel Reis, Thomas Rawlins and Fred H. Redward celebrated the anniversary of their arrest in 1895 as insurrectionists by a dinner at the Young.

John C. Searle, the new Sheriff of Hawaii, was born in Australia and came to Hawaii with his father, an Episcopal minister. He is about 48 years of age. His early education was at Iolani College, Honolulu.

Thus far the police have been baffled in gaining any light upon the assault, with supposed robbery of several hundred dollars, committed on Paul Rodrigues, an aged Portuguese, a fortnight ago. The old man has been discharged from the hospital, but cannot recollect the circumstances of his misadventure.

LOCAL BREVITIES.

(From Wednesday's Advertiser.)

All the companies of the National Guard will go to work drilling this week.

Stockholders of the First National Bank of Hawaii held a meeting at 3 o'clock yesterday afternoon.

Otto Berndt, son of Fish Inspector Berndt, goes to Kaku plantation this month as assistant bookkeeper.

The band gave a concert at the Royal Hawaiian Hotel last night complimentary to Brigadier General Moore and staff.

Miss Power does not leave on the Alameda today for the coast, but will leave later in the month for San Francisco.

Lieutenant Harlee had marines from the naval station and sailors from the Iroquois out for target practice yesterday morning.

Dr. Hoffman leaves on today's Alameda for the coast for a three weeks' trip. During his absence Dr. Wood will have charge of his practice.

Henry May & Co. are selling the first product of the new refinery at Honolulu plantation. It is a beautiful white granulated sugar and very much in demand.

N. Kaumans, minister of agriculture of Alsace, who has been sent to the Hawaiian Islands by the German Government to make a study of the sugar industry, was a passenger on the Kilauea for Hawaii.

Captain Jargstroff took the new 1904 model White steam touring car out yesterday for a spin. The machine lacks the usual noises attendant even on the old models of steam cars. In a recent contest with Vanderbilt's 90 horsepower French machine the 95 White climbed the same high grades with equal facility.

Superintendent of Public Works Holloway is the possessor of a cribbage board made of a dozen different varieties of island wood, all highly polished and beautifully finished. The outer border is of the rare kou wood, perhaps the most valuable now found in the Islands. The board is a genuine work of art in its way.

(From Thursday's Advertiser.)

H. J. Nolte has been confined to his home at Kapiolani park by illness for two days.

The Kauai rioters all pleaded guilty and were fined \$50 apiece, making the receipts for that day amount to \$2,000.

General Moore inspected the Army Hospital on Wyllie street, the commissary department and the Kahauiki reservation yesterday.

August Dreier was able to do business at some of the Government offices yesterday. His right eye is affected but he has fully recovered his voice and general good health.

Eleven hundred and fifty-five shares of McHyde sold between boards yesterday at eight and eight and one-eighth, while at Morgan's auction 215 shares sold at an average of \$8.825.

The Kauai grand jury deplores the lack of funds for their police department, which curtails the usefulness of that body. It also says the jails are inadequate and should be altered or new ones erected in their place.

Manuel de Monte, the Portuguese shot at Alea a few days ago by August de Courte, has made a statement, exonerating de Courte from all blame, saying that the pistol went off while they were trying to extract a cartridge.

At the Chamber of Commerce meeting yesterday Secretary Spencer reported that \$5,000 had been turned over to the Promotion Committee. Letters from the Pacific Mail and the San Francisco Chamber of Commerce said that they would push the movement for harbor improvements here. Communications from Governor Carter and Lieutenant Slattery on the same subject were also read. President Tenney said that as estimates are generally prepared at one session and appropriations made the next, it would be unlikely that we should get an appropriation this session.

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Distress After Eating

Nausea between meals, belching, vomiting, flatulence, fits of nervous headache, pain in the stomach, are all symptoms of dyspepsia, and the longer it is neglected the harder it is to cure it.

Hood's Sarsaparilla and Pills

Radically and permanently cure it—strengthen and tone the stomach and other digestive organs for the natural performance of their functions.

Accept no substitute for Hood's. "I had dyspepsia twenty-five years and took different medicines but got no help until I began taking Hood's Sarsaparilla. Have taken four bottles of this medicine and can now eat almost anything, sleep well, have no cramps in my stomach, no burning and no distress." Mrs. WILLIAM G. BARRETT, 14 Olney St., Providence, R. I. Hood's Sarsaparilla promises to cure and keeps the promise.

BUSINESS CARDS.

H. HACKFELD & CO., LTD.—General Commission Agents, Queen St., Honolulu, H. I.

F. A. SCHAEFER & CO.—Importers and Commission Merchants, Honolulu, Hawaiian Islands.

LEWERS & COOKE.—(Robert Lewers, F. J. Lowrey, C. M. Cooke.)—Importers and dealers in lumber and building materials. Office, 414 Fort St.

HONOLULU IRON WORKS CO.—Machinery of every description made to order.

HONOLULU STOCK EXCHANGE.

Honolulu, January 12, 1905.

NAME OF STOCK	Capital	Val.	Bid.	Ask.
MERCANTILE.				
C. Brewer & Co.	\$1,000,000	100		400
SUGAR.				
Ewa	5,000,000	20	25 1/2	26 1/2
Haw. Agricultural	1,000,000	100		10
Haw. Com. & Sugar Co.	2,812,750	100	74	75
Hawaiian Sugar Co.	2,000,000	30		10
Honolulu	750,000	100	147 1/2	
Kaunakakai	2,000,000	20	15 1/2	15 3/4
Kauai	500,000	100		10
Kauai Sugar Co.	500,000	20	25 1/2	26 1/2
Kibei Plant. Co., Ltd.	2,500,000	50		
Kipahulu	100,000	100		60
Koloa	500,000	100		140
McBryde Sug. Co., Ltd.	8,000,000	30	8 1/2	8 3/4
Oahu Sugar Co.	8,000,000	100	100	125
Onomae	1,000,000	20	75	85
Ookala	500,000	20	75	85
Oahu Sugar Co., Ltd.	8,000,000	20	8 1/2	8 3/4
Olowalu	150,000	100		10
Panama Sug. Plant Co.	8,000,000	50		
Pacific	500,000	100		10
Pala	750,000	100	150	
Pepee	750,000	100		10
Pioneer	2,750,000	100	140	145
Waialua Agri. Co.	4,500,000	100	75	87
Walukou	200,000	100	275 1/2	285
Waianae	222,000	100	140	
STRAIGHT CO.				
Wilder, S. S. Co.	500,000	100	100	110
Yule Island P. & S. Co.	500,000	100	125	125
MISCELLANEOUS.				
Haw. Electric Co.	500,000	100	102 1/2	100
H. B. T. & L. Co., Ltd.	1,000,000	100		100
H. B. T. & L. Co.	1,000,000	100		65
Mutual Tel. Co.	150,000	100	85	100
H. B. T. & L. Co., Ltd.	1,000,000	100		100
Hilo & L. Co.	1,000,000	100		100
BONDS.				
Haw. Terr. & p. c. (Fire Claims)				98
Haw. Terr. & p. c.			100	
Haw. Terr. & p. c.		100		
Haw. Com. & Sugar Co. 5 p. c.				
Haw. Electric, 8 p. c.			10 1/2	
Hauiku 5 p.			10 1/2	
Hawaiian Sugar 5 p. c.			10 1/2	
Hon. B. T. & L. Co. 5 p. c.			100	90
Hon. B. T. & L. Co. 5 p. c.				
Kahuku 5 p. c.			100	
K. B. & L. Co. 5 p. c.			10 1/2	100 1/2
Oahu Sugar Co. 5 p. c.			10 1/2	
Oahu Sugar Co. 5 p. c.			10 1/2	98
Pioneer Mill Co.			10 1/2	
Waialua Ag. Co. 5 p. c.			90	100

REPORT OF PINKHAM NOT PUBLIC PROPERTY

Governor Carter Says the Public Did Not Pay For the Document and Talks About Secrecy,

"I do not regard the Pinkham report as a public document," said Governor Carter yesterday. "The public is not paying for it."

The statement was made in the course of a talk with the Governor relative to the publication in an afternoon paper charging, in effect, that the Governor, in making the statement that he was not responsible for the secrecy that had attended the work of the Pinkham Commission, had forgotten his own cablegram from Washington to Secretary Atkinson directing that the inquiry should be made, and that it should be a private inquiry.

At first, Governor Carter was not at all inclined to go into the matter of the charge made in the evening paper. "Perhaps," he said, "the less said about that the better."

Then, after a moment of consideration, the Governor said: "There was never a reporter for any of the papers asked me about the Pinkham report. The men who were making up that report, the members of the Commission, came to me and asked me about the advisability of making it public. I asked them, in my turn, when they would be ready, and they told me that it would be finished in ten or twelve days."

"Well, then," I said, "why not wait and give it all to the public at once?"

"So far as my holding anything back is concerned, there was my cablegram to Secretary Atkinson, sent from Rochester. Like all my cablegrams of a public nature, that was a public document. But I did not feel, after the commission had been named, that I should dominate the report. I had selected the labor men to get the truth and the whole truth about labor conditions here. It was not for me to decide whether they should hold open or closed sessions. That was a matter for them to determine themselves. The secrecy of the commission, after it had been formed, was the commissioners' work, and not mine."

"Besides, I do not consider the Pinkham report a public document, anyway. The public is not paying for it."

In the publication of stories coming as an aftermath of the Pinkham report, one of the evening papers claimed that there was a discrepancy between the Governor's published statements relative to the secrecy which had been observed in the compilation of the report, and his cablegram to Secretary Atkinson directing that the report be compiled. The Governor's cablegram was as follows:

"Atkinson, Acting Governor, Honolulu:

"Request Labor and Builders' organizations privately investigate labor and industrial situation appoint Pinkham plan supervise investigation and manage expense."

And this is that portion of the Governor's statements with which the above cablegram is said to be in conflict:

"There is nothing dishonest in our efforts. I cannot agree that publicity is needed for everything and I presume it was largely at the wishes of the members of the Commission that their plans were kept to themselves. They did not take me into their confidence and I do not believe Pinkham has improperly influenced the Commission in its endeavor to get at facts. We all want the truth."

INDUSTRIAL EDUCATION AS CARRIED ON IN HAWAII

Industrial education in the islands is thus touched upon by Superintendent of Schools Atkinson in Governor Carter's annual report:

"Upon this branch of education the superintendent and the commissioners are very eager to make improvements. Some years ago the matter was almost entirely neglected. Gradually, however, it has been possible to interest both the inspectors and teachers in this most important portion of the public school education. Of course, there are those who still retain the idea that education simply means the cultivation of the memory and other attributes of the brain, but from the point of view of Superintendent Atkinson and his colleagues, true education consists not only in cultivating those attributes but in making the hand follow the orders of the brain. The work of our normal school has greatly facilitated an improvement in manual training in the schools. The young teachers who go forth, both male and female,

are all capable of giving instruction in sewing, knife work, weaving, agriculture, and drawing. Every school has its sewing chest. Every school has its agricultural implements; and in those places where there are minor industries peculiar to that district, the department strives as much as possible to have instruction given in that particular industry. Of course, in the larger schools it is possible to carry out these plans better than in the smaller schools, but there is not a school in the Territory under government control which does not instruct in some portion of manual training. Among the very small schools there is nothing done except agricultural work. In the larger schools everything is carried out, and in some of them even printing, leather work, bookbinding, and other mechanical arts have been encouraged and have met with considerable success."

Number of pupils in sewing, agriculture, manual work, and drawing in the public schools:

	Sewing	Knife work	Agriculture	Laundry and bamboo work	Mat weaving	Other manual training	Drawing
Hawaii	1,754	58	1,783	125	2,835	43	3,154
Maul	1,043	49	717	146	1,693	15	1,636
Molokai	97	8	91	29	86	20	154
Oahu	2,696	130	3,009	134	4,426	144	4,555
Kauai and Niihau	823	31	573	22	28	115	1,403
Total	6,413	276	6,173	466	9,068	337	10,902

BOY CURED OF CROUP IN FIFTEEN MINUTES.

"Chamberlain's Cough Remedy cured our little four year old boy of croup in fifteen minutes. My wife and I have used this remedy in our family for the past five years, having tried many other kinds previous to that time, and can say that we consider it far superior to any other."—FRANK HELLYER, Ipaia, Illinois, U. S. A. For sale by all dealers and druggists. Benson, Smith & Co., Ltd., agents for Hawaii.

Mr. Nolte was better yesterday, expecting to return to business soon.

Mrs. Wingate Lake is expected to return in the Sierra from San Francisco.

High Sheriff Henry may return from Hawaii in the steamer W. G. Hall this morning.

The Eagles will hold their annual picnic at Pearl City the latter part of this month.

DR. SCUDDER'S APPEAL TO AMERICAN CHURCHES

At the January meeting of the Hawaiian Board the following report of the work done by the recent delegation sent to the mainland was made by the Secretary.

The project of a trip to the mainland was suggested in a communication to the Board last January which outlined a proposed way out of the difficulties then confronting our work. By vote of the Board, a committee consisting of our President, Hon. P. C. Jones, our Recording Secretary, Rey. W. D. Westervelt, and the Corresponding Secretary was appointed to confer on the ground with the various benevolent societies and the latter officer was granted the required leave of absence. Departure was taken September 27 and return made December 23, a little less than three months.

The object of the trip was five-fold:

1. To impress the Triennial National Council of the The Congregational Churches of the United States with the importance of the work of the Board and to secure its endorsement.
2. To win the sympathy and backing of the churches through a campaign of information.
3. To secure the financial cooperation of the Home Societies in our entire missionary enterprise.
4. To establish wide connections between the board and the homeland.
5. To come into personal contact with men to man our field.

THE DES MOINES MEETING.

The Home Societies furnished the sine qua non for success in this five-sided endeavor by engaging to meet the representatives of our board in private session at Des Moines and by inviting the Secretary to address the National Council. Upon the issue of the private and public presentation of our cause at that meeting the entire campaign depended. Fortunately for Hawaii our President, Hon. P. C. Jones, was able to be present both at the meeting of the American Board at Grinnell and at Des Moines. The weight of his influence was most powerfully felt. That a business man of his standing in the Territory and with so many demands upon his attention should show sufficient interest in the cause of the Hawaiian Board to undertake such a journey and devote so much time to furthering its interests with the mainland churches created a very strong impression and prepared the way for a decision in our favor. Dr. Bingham's appearance and address at the American Board meeting scored another triumph and predisposed towards a sympathetic hearing of our case. Rev. Mr. Westervelt's personal influence with friends in positions of importance helped greatly and his consultations with officers of several of the societies, notably the Sunday School and Publishing Society, led to promises of cooperation. At the various consultations with Executive Committees at Des Moines, the evidence of the Board's earnestness in commissioning so large a delegation to represent its claims carried conviction and secured a consideration that would otherwise have been impossible. The public appeal following all this up and chancing to strike a responsive chord, the National Council was clearly won and its Chairman for the session of the Home Missionary Society, President Cyrus Northrup of the University of Minnesota, pledged the support of the churches in a most dramatic response when he said, addressing our representative, "We are with you. The churches will do all you want."

TALKS IN THE CHURCHES.

After that it was easy to secure engagements to tell the story of Hawaii to the churches. There would have been no difficulty in arranging to spend a year with every Sunday busy and any number of midweek appointments. Before leaving Des Moines the entire campaign was mapped out until December 17, only the details remaining for correspondence. Beginning with Grinnell the Secretary was kept at it, delivering in the nine weeks and two days available twenty-four stereopticon lectures and fifteen addresses on the work of the Hawaiian Board in addition to five sermons and three other talks. The places covered were Grinnell and Des Moines, Ia., Sparta and Baraboo, Wis., Jersey City and Montclair, N. J., Springfield, Boston, Woburn, Wakefield and Winchester, Mass., Watertown, Hartford and New Haven, Conn., New York City, Chicago and suburbs, St. Louis, Los Angeles, Oakland and San Francisco, all with two or three exceptions leading churches in the denomination. Besides these, addresses were delivered in Sunday Schools, Endeavor Societies, Yale and Chicago Theological Seminaries, Stanford University Y. M. C. A., Associations of Women, Church receptions and Ministers' meetings. No occasion was neglected. The results were beyond expectation and may be summarized as follows:

THE PRACTICAL RESULTS.

1. Offers of money were made without solicitation. These were all turned over to the American Missionary Association.
2. In two cases it was proposed to assume the support of some definite part of the Board's work. If this opportunity should be faithfully pressed it might result in a large regular income to the Home Societies for missionary enterprises in Hawaii.
3. The churches generally pledged themselves to stand by the Home Societies in their new venture in these Islands.
4. The deepest interest was evinced by all classes of people. The Chicago ministers overflowed with enthusiasm and kept the speaker on the stand an hour or more with eager questions. Promises to visit the Islands were frequent, applications for employment here were by no means few, expressions of determination to do all possible to help maintain and strengthen Christian institutions in this Territory were freely given. Ignorance of Hawaii was evident side by side with the greatest eagerness to know more of conditions prevailing here. One thing is certain, the Homeland Churches are interested in us. We have only to work our advantage to realize our high hopes.

OTHER SOURCES OF AID.

Turning now from this matter of winning the sympathy and backing of the churches about which more might be said to that of securing the financial cooperation of the various missionary organizations, allusion has already been made to the Sunday School and Publishing Society whose promise of aid Rev. Mr. Westervelt was fortunate in gaining from one of its officers. We may also depend upon the Church Building Society if ever we feel called to request assistance. The College Education Society which has previously signified its willingness to do its part may before long be helping to educate some promising candidates for higher ministerial training. The negotiations carried on at Des Moines and subsequently in Boston with the American Board guarantee the continuance of the

old-time close relations, first by its assumption of the Nauru Mission and second by the enthusiastic support of its worldwide work on the part both of all our Island churches and of our own Board itself. The Home Missionary Society in June voted us as an opening grant \$2000, thus binding us to this great organization. This assistance is intended for our English language department. When the deputation set out it was instructed to ask the American Missionary Association to assume the support of one-half of our Asiatic department by a grant of \$10,000, thus enabling us to push strenuously this very pressing feature of our enterprise. The Executive Committee received the Board's delegation most kindly, invited the Secretary to meet the full committee in executive session in New York City where a delightful conference was held. With glad heartiness the Association decided to enter into the plan of cooperation and while unable because of debt to do all that was asked the committee unanimously voted to assist in expanding our Asiatic work by a grant of \$6,000. The entire cost to the Board of securing this sum amounts to \$9,32, a rather sound business venture.

As a result of these several lines of effort we have the right now to consider ourselves in complete affiliation to the churches of the entire nation. Ecclesiastically Hawaii no longer stands by itself but is in the American Union as an integral factor of the national life.

WIDER CONNECTIONS.

The fourth object of the deputation, viz., to establish wider connections with the homeland, has also been reasonably attained. Of the eight Theological Seminaries time and opportunity for coming into personal contact with only two were afforded. Fortunately these were the largest and strongest. The results of the visit to each of these were gratifying. The enthusiastic interest of the leading men was secured and in Chicago President George was moved to make a bid for students in his newly organized Training School for Christian Workers. The denominational press is also to be counted among the supporters of our work. Whatever we send of vital interest we may be sure of getting before the churches of the nation. Furthermore a long step ahead has been taken in cementing the bonds that unite Asiatic work here and on the Pacific Coast. At the request of our Secretary the A. M. A. decided to accept the offer of Rev. H. Kozaki of Tokyo to make a tour of the Coast in the interests of the Japanese department. That society hopes some day to see our enterprise here and its own on the Pacific slope so intimately connected that each will mightily assist the other.

NEEDS OF HAWAII.

As for new men it is pleasant to report that all that Hawaii needs to do when it wants consecrated Christian men and women from the mainland to occupy posts of power out here is to go for them. In Yale, at Chicago, in Berkeley and elsewhere men of the best reputation were found open to conviction. For the peculiar work in Palama Mr. and Mrs. James A. Rath were secured. Mr. Rath is an Englishman, born in India, who proved himself so devoted and successful in work for young men that he was sent to the Y. M. C. A. Training School in Springfield, Mass. His course there was brilliant, terminating in an engagement to teach in the institution. His wife is a lady of normal school education, an accomplished kindergartner and a consecrated Christian worker. The faculty of the Training School commends Mr. Rath as a fine speaker and possessed of exceptional intellectual gifts. Besides him there are no less than six men, five of them now in seminaries and one a graduate who are commended to us as possible candidates for labor here.

CONCLUSIONS.

In view of the above record of the results of the recent campaign, permit a few suggested conclusions:

1. It would seem wise to take advantage of President George's offer, select a few promising men and send them to Chicago for the special training available there. Dr. George is planning his school to meet exactly the conditions presented by such men from this and other lands. His purpose is to turn out persons fitted to work effectively. If he can succeed in doing this for Hawaii the question of our theological department is for the present settled. His school aims to do in a larger, more thorough way what the Moody Bible Institute is attempting. Being one of our Congregational institutions the Education Society might help in this direction.
2. The campaign of information should be followed up by the preparation of a series of leaflets planned to deepen the interest aroused. We now have a list of new friends in the mainland. Let us cultivate them.
3. We must show something for the \$8000 voted us. I am convinced that America will give us all that we need if we prove ourselves worthy of it. The very first step towards demonstrating our worthiness is to pay off our debt. If we could write during the next few weeks, "Hawaii so appreciates what you on the mainland have done that she has paid our debt," the effect would be electric. Next in order of importance it may be added that enthusiastic support of the American Board by our churches will tell more than anything else upon the home churches. This demonstration of Hawaii's gratitude will appeal powerfully and in turn stimulate to gifts for our special work. Furthermore every effort should be made to man the field with faithful and able Chinese and Japanese workers. We ought also to secure a large body of American Christians willing to show their possession of the spirit of Christ by volunteering to help in our Asiatic department. Our evangelists should be stimulated to produce results. A plan should be matured for showing visitors what we are doing. An exhibit of our work might be prepared and kept up for this purpose. I can think of no better investment than a well-equipped Headquarters House such as the memorial building suggested by the Cousins Society. We have a great field here. Let us thoroughly exploit it. The more we do, the better we succeed and the greater our real needs, the larger will be the response from our mainland brothers.
4. Lastly let us organize a Mid-Pacific Institute in or near Honolulu. We already have the nucleus in our three great schools, Kawaiahae Seminary, Mills Institute and the Japanese Boarding School. Such a project would appeal to the whole Union. I believe we can build here one of the striking Christian educational institutions of the world, doing for the lands washed by the Pacific a unique and lasting service.

D. SCUDDER.

A NEW LIGHT PLANT FOR NUUANU VALLEY

Under the direction of the Superintendent of Public Works Architect Traphagen will commence work at once on plans for the new electric light station in Nuuanu valley, just below the old station. The new building will be complete in every detail and absolutely up to date. It will be fifty by thirty

feet in size and will be built of brick and concrete, perhaps pressed concrete. The equipment, which has already been ordered from the coast, and should be here next month, will consist of a 150 kilowatt generator and a waterwheel. The new building will be big enough to permit of the duplication of the plant should the demand for light grow big enough.

W. R. Castle succeeds August Dreier, retired on account of health, on the board of directors of the First National Bank of Hawaii. Re-elected directors are Cecil Brown, Mark P. Robinson, G. N. Wilcox, Bruce Cartwright and W. G. Cooper.

MR. CAMPBELL'S VIEWS ON THE ALIEN LABOR QUESTION

(From Thursday's Advertiser)

Editor Advertiser: During the last three or four years a great deal of discussion has taken place and numerous resolutions have been adopted by so-called labor organizations, relative to the employment of Japanese skilled labor in the Hawaiian Islands.

While I have been familiar with the sporadic attempts to agitate this question, and have realized that these efforts were partly owing to the fact that I have largely employed Japanese labor in my building operations—yet I have heretofore refrained from entering into any controversy, through the press or otherwise, relative to the subject above referred to.

I have been led, however, from reading Mr. Pinkham's illogical and remarkable document, so prematurely and unexpectedly made public last Sunday morning through the alertness and enterprise of the Daily Advertiser, that I cannot allow to pass unchallenged some of the statements therein contained.

Though I am not prepared to submit photographs or rainfall statistics of doubtful value, yet I can present facts which are self-evident to any fair minded person.

After eliminating the many ridiculous absurdities abounding in Mr. Pinkham's report, the fact remains that in the last analysis, the main and ostensible purpose which actuated the authors of this report, was to prejudice the public mind against Japanese skilled labor in the interests of a few white mechanics.

Mr. Pinkham points out that there are no objections to employing Japanese for such positions as white men refuse to fill. I would like to ask Mr. Pinkham what kind of work, be it ever so menial though honorable, that unskilled white labor will refuse to perform in these Islands, provided it is paid the same wages pro rata, compared with skilled labor, as in the United States. A white mechanic's wages in Honolulu ranges from four to five dollars per day, and the unskilled laborer's pro rata would be two dollars and a half per day. Let our plantations offer this wage to white laborers, and there will be no occasion for complaint as to the scarcity of white labor for the purposes required. Why then do not our great plantations rise to the occasion and offer compensation sufficient to attract white labor to these islands? Simply for the reason that such an expenditure for labor would so increase the cost of production as to leave no margin of profit—and such action would therefore be suicidal to the sugar interests.

The writer of this article employs Japanese. Why? For the same reason that the plantations are compelled to do so. Had I employed white labor at wages and hours demanded, I would have built but a small fraction of the one or two hundred houses for which I am directly or indirectly responsible. This increase to the residence capacity of the town has resulted in a marked decline in the rental price of dwellings, which has ranged from twenty to fifty per cent—and thus made it possible for those of small means to rent comfortable dwellings with modern improvements, in some cases for less than twenty dollars a month—and thus continue to make this their permanent home, where otherwise they would have been forced to leave the Islands. Again, from an investment standpoint, it is not now possible to profitably construct a house at the price of white labor, neither can a purchaser, dependent on the average salary, afford to add to the cost of his home for the sentimental reason of employing such labor.

For these reasons I am employing Japanese labor, and can point to no stronger justification than is shown by the large number of people now owning their own homes—a matter of pride to any city; and the resultant large increase in home life is a fact which gives greater stability and permanency to our society and government.

Finally, to our numerous critics who have forced the agitation referred to at the beginning of this article—and who insist so rigidly that a skilled Japanese laborer has no right to follow his chosen occupation in these Islands, a few questions might be pertinent. With hardly an exception—these men employ the Chinese laundryman instead of the white man. Why? They patronize Chinese and Japanese stores. Why? They visit the Chinese restaurant. Why? They employ Japanese and Chinese servants. Why? And in this connection, I would like to ask what class of labor is or should be more skilled than cooks. Please a man's stomach and you please the world. To be consistent, alien cooks, at least, should also come under the ban. But where is the unwritten law under the Stars and Stripes, that will permit Jackson Jones to employ a Japanese stable boy, and not permit him to employ the stable boy's brother, a carpenter, to repair the stable door or alter the front veranda.

The absurdity of such unjust discrimination with reference to alien skilled labor, is plainly manifest. All attempts to force such an issue, whether originating directly through labor organizations or whether subtly conveyed under the guise of a commissioner's report on labor conditions in the Hawaiian Islands, must prove abortive, as such efforts are contrary to public policy, to public interest, and are clearly un-American in spirit.

MATLOCK CAMPBELL.

\$100,000 FOR NEW PUBLIC BUILDING

The Governor is said to contemplate asking the legislature to appropriate \$100,000 to be used in the erection of a public building on the site of the old government stables, between the present Judiciary building and the Automobile building on King street. At the County Act meeting last night one of the commissioners was authority for the statement.

This brought up the suggestion of Chairman Cooper, when he was Superintendent of Public Works, that two wings be added to the present capitol building, or the old palace as it is familiarly known. Mr. Cooper said that a study of the proposition made by him, convinced him now that, if followed, the building would become one of the handsomest and most commodious public structures in the country.

OIL FOR LEADING CITY THOROUGHFARE

Road Supervisor Johnson states that estimates have been asked of one of the local oil companies for soaking Pensacola street from Wilder avenue to King street, with crude oil. The reason for this is that Pensacola street receives hard usage from the crushed rock-laden wagons coming down from the Makiki quarry. The macadamized road gives way in a short time and necessitates frequent repairs.

The Supervisor also states that the department is figuring on paving Fort street from Beretania to the waterfront with either wood block or bitumen. Hotel street, King street and Queen street for a block on either side of Fort street are contemplated in the improvement in pavements.

PINKHAM'S UNINVENTED MACHINE

(Continued from Page 1.)

tendent of Public Works.

If such course were attempted without the consent of the government, the Superintendent of Public Works could refuse to pay under the contract. If the superintendent consented, it would be the duty of the auditor to refuse payment, and if he did not do so, any taxpayer could, in my opinion, enjoin payments on the contract.

The reason for this opinion is that the estimate of cost of hand-tamping apparatus is \$500. The lowest estimate of cost of a power press is for the so-called "Pinkham" machine, which is valued at \$5,000.

The cost of the block-making apparatus must be included in the cost of the building.

In the case of the "Pinkham" machine this is specifically so, as the only proposition to the contractor is that it shall pay \$5,000 with which the machine shall be built, and for the use of it, and when the asylum is completed the machine shall revert to the inventor, or whoever the owner may be. It is therefore manifest that the building will cost at least \$4,500 more if built of blocks made under pressure than if made with blocks made in the ordinary way.

The taxpayers are entitled to this saving and not the contractor.

The law does not permit the advertising of bids on one basis, and the carrying out of the contract on a radically different one. This would prevent fair competition, which is required by the general law, as well as by Hawaiian statute.

The recent supreme court decision in the Brewer wharf case is conclusive on this point. It says:

"The object of all such statutory provisions is to prevent favoritism, corruption, extravagance and improvidence in the awarding of all public contracts."

If the contractor was permitted to ignore the pressure clause it would be rank favoritism, and unfair to other contractors who based their bids on the cost of pressure blocks, or who might have been prevented from bidding by the presence of the pressure clause.

As a practical fact, the statement is made by at least five responsible contractors that the pressure clause prevented them from bidding, and one of them has assured me that he will begin injunction proceedings if the American-Hawaiian Company attempts to construct the building with hand-tamped blocks.

If it is impossible to carry out the pressure clause, the contract is void, and the only course open is for the government to re-advertise the contract, omitting the pressure clause.

Answer to question 3: If it is physically impossible to make the blocks required by the contract, the contractor and its bondsmen cannot be required to do impossibilities, and would be absolved from going on with the contract.

If it is impossible except by means of a machine which has never been built, and which exists only in the brain of its inventor, and concerning which there is still a well-founded doubt as to whether it will do the work or not, I am of the opinion that the contractor is absolved from the obligation to go on with the contract.

Reliable engineering authorities state that serious doubt does exist concerning the ability of the Pinkham machine to do the work required, and that whether it is ultimately successful or not, it will doubtless require much experimenting with before it can be made a success. I do not think that the contractor can be required to depend upon the possibilities of Mr. Pinkham's theoretical invention being ultimately successful, or to pay for the experiments necessary to prove it, and no other method of making this machine available is suggested.

Another phase of the question is presented if there are machines already invented which are physically capable of making the blocks in question, but which cannot practically and commercially do so, by reason of the great cost.

On this point the authorities differ; some holding that the contract must be performed if it is physically possible, even though the cost is ruinous; others hold the more moderate view that it must be reasonably practicable. In the case in question the evident intention of the parties was that the blocks should be made here. In fact, the Superintendent of Public Works required an agreement from the contractor that such would be done, as a condition of signing the contract.

From the evidence laid before me it appears to be conclusively shown that although for a long time past attempts have been made to invent portable pressure machines to make concrete blocks, no such attempt has as yet been successful.

The Superintendent of Public Works furnished the contractor with the names of four machines supposed to be capable of doing the work. The contractor has communicated with them all. Two make only hand machines. One makes only large factory machines, and the fourth, although advertising to furnish portable pressure machines, stated that they had discontinued making them, as they were unsatisfactory and needed further perfecting, and they are now making only hand-tamping machines.

The contractor, after diligent inquiry, can find no other machine capable of meeting the contract.

The question then is, can the contractor be compelled to buy a large and

expensive factory plant and erect it in Honolulu, with which to carry out this contract.

This is a question that can only be finally answered by the court. My opinion is, however, that the court would take the surrounding circumstances into consideration, and would not compel the contractor to buy and erect an expensive concrete factory for the purpose of making blocks for this one job.

Reply to questions 4 and 5: An authoritative answer to this question involves expert knowledge which I do not possess. The statements of a number of responsible and expert contractors have therefore been obtained and with some difference in detail they unanimously support the claim of the American-Hawaiian Company, that the specifications of the Insane Asylum contract are unfairly drawn, with apparent intent to shut out competition and to favor the Concrete Construction Company.

The names of the contractors making these statements are John Ouderkerk, John Lucas, Fred Harrison, L. M. Whitehouse and John Walker. I submit their detailed statements herewith.

The charge is also supported by Mr. Amweg and Mr. Gilman, the manager and president of the American-Hawaiian Company, who also state that Mr. Beardslee, the government architect for the asylum building, admitted to them that the specifications were drawn with intention to favor the Concrete Construction Company, and further offered to furnish the Pinkham machine for their use for \$5,000, the machine to be his when the job was completed. They exhibit a draft of a letter, admitted to be in Beardslee's handwriting, addressed to himself, to be copied and sent to him by the contractor, making this \$5,000 proposition. Further corroboration exists in many admissions and surrounding circumstances.

Without expressing any opinion to the correctness of the charge, I advise you that the evidence is so strong in support of the unfair and collusive character of the specifications and the circumstances surrounding them, that it is unsafe for the contractor to proceed with the contract under any circumstances, unless there is first obtained a judicial decision that the charge is untrue, for if it is true the contract is illegal and either the government or any taxpayer can enjoin thereunder.

The Brewer wharf case is again decisive upon this point, where it says: "A fair competition among the bidders is the prime object of such statutory provisions (requiring public works to be built on public tender), and anything which tends to impair this is illegal."

"Genuine competition can only result when parties are bidding against each other for precisely the same thing on precisely the same footing."

"The fact that the business is in such shape that divergent bids might be made, whether actually made or not, should be controlling in considering the validity of the transaction."

Answer to question 6: If the contractor is stopped from going on with the contract on the ground that the contract is illegal, I know of no legal remedy for work and material expended. Its only basis of claim against the government is the contract. If the contract is illegal it is as though it did not exist. There is no appropriation from which payment could be made. My opinion is that its only remedy would be to appeal to the Legislature for relief.

Answer to question 7: I advise you at once to notify the contractor that you are unwilling that it should proceed with the contract, on the grounds herein set forth, and request that it notify the government that it is unable to lawfully proceed with the contract, giving the reasons why.

If the contractor does not comply with your request, I would suggest that you protest to the government against its allowing the contractor to proceed, on the ground that it is against the public interest as well as yours individually.

It will be time enough to consider what to do next if neither of these

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suggestions is adopted. I remain, yours truly, L. A. THURSTON.

STATEMENT MADE BY JOHN OUDERKERK.

Mr. Pinkham and Mr. Beardslee were at that time business associates, occupying offices in the Elite building on Hotel street. When Dr. Cooper retired from the presidency of the Board of Health and Mr. Pinkham succeeded him and while he (Pinkham) was actually serving as head of the Board of Health Department he sent for me and informed me that he had just invented a machine for the pressing of concrete blocks, and that he desired me to go into partnership with him. Mr. Pinkham stated that he would sell me a half interest in this machine for \$2000, cash, and that for his half interest he would put up \$500 in cash, and the remaining \$1500 was to be paid him as a bonus for his invention. He stated at the time that this machine was invented especially for the proposed Insane Asylum building, bids for which building were soon to be let, and he informed me that he would have considerable to do with the awarding of this contract, and was sure that the contractor who had this machine would be the successful bidder. He said that the appropriation was too small and the building could not be built for it, except by using his machine; that he had invented this machine for the express purpose of being able to build the asylum within the appropriation. Mr. Pinkham told me that the profit made out of this machine on the asylum contract alone would more than reimburse us for the money put out. He imposed one condition, however, that if I should take a half interest in this machine that I would not be allowed to take any outside bids for concrete blocks unless through the Concrete Construction Co. I told Mr. Pinkham that I would think this matter over and did so and gave him my reply. I told him that I did not care to have anything to do with the machine for several reasons—one—that the machine had not been tried and therefore could not be depended upon for practical work; another that I could land a well-tried machine from San Francisco for this work for \$2000 and would own the machine all myself; another, that I did not like the condition put upon the machine in which I was to have a half interest, restricting the bids for outside work to come through the Concrete Construction Co. In which I always understood he was a large stockholder. This closed my interview with Mr. Pinkham.

I did not care to bid on this asylum contract for the reason that I knew that an outside contractor would be at a disadvantage in the making of these concrete blocks. I felt that whoever President Pinkham of the Board of Health entered into a partnership with in his machine, that party would have an advantage over outside contractors, and therefore, I did not care to enter into competition for the work against such odds. I stand for fair play and I have nothing to fear from government officials. I am willing to take the stand, if necessary, and tell just what I know about this matter and you can depend upon me telling the whole truth about it.

The fact that the American-Hawaiian Company bid had nothing to do with my not bidding. I have bid a number of times against them. The reason I did not bid was because I felt the specifications were fixed to run the work into one channel and I did not want to waste my time. I am friendly to Mr. Beardslee but I do not believe in boycotting one contractor in favor of another. If Mr. Pinkham had given all the contractors an opportunity to figure on his machine there would have been some fairness about it, although there is no model and no proof that it will ever work.

JOHN OUDERKERK.

THE GOVERNOR'S REPLY.

Governor Carter, in giving out for publication his reply as below to the latest communication from the American-Hawaiian Construction Co., expressed some hope that the matter had reached a stage where the Asylum contract might be brought into the courts for the settlement of the disputed points.

What concerned the Governor most was the further holding up of the already long-delayed and very necessary improved accommodations for the institution. He feared that there would not be funds on hand for the work unless it were very soon put under way.

Incidentally, Governor Carter made it known that the failure of Mr. Turrell, agent of the United States Mortgage and Trust Co., to get here in the Alameda with the bonds of the second million of the Territorial loan was liable seriously to handicap public improvements.

There is but about \$83,000 left of the first million, while the rate of expenditure of the fund is about \$100,000 a month. As, owing to the agent's delay, the money or credit cannot be obtained on the bonds until well on in February, it is easy to see that there is likely to be a hiatus in the progress of public works from the loan appropriations.

The Governor's letter to the Construction Company is as follows: Charles H. Gilman, Esq., President, American-Hawaiian Engineering & Construction Co., Ltd., Honolulu.

Dear Sir: May I acknowledge yours of January 10, received on the 11th inst., and again refer you to my letters of December 21 and 23, and request you to reply whether or not you intend to carry out your contract.

The conclusions that you and your attorneys come to should have no more weight than those of the Superintendent of Public Works and the Attorney General.

We have already admitted that the government cannot force you to a decision of this question, and it can do nothing until you give a definite reply. Meanwhile public interests must suffer.

Awaiting your convenience, I am, Sincerely yours,

G. R. CARTER, Governor.

(Continued on Page 8.)

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BOARD OF AGRICULTURE

HEARS JARED SMITH

The Board of Agriculture yesterday afternoon heard the report of Jared G. Smith, Director of the U. S. Experiment Station containing estimates of sums desired from the legislature to aid in the station's work. Following are the sums asked for: Tantalus reservoir, \$10,000; for experimental shipments of cold-storage fruits to coast, \$1000 per year; for coffee curing experiments, \$1500 per year; for tobacco, \$1500; for greenhouse, \$3000. These with general expenses total \$27,000. Mr. Smith spoke most favorably of the experiments with coffee and tobacco and said that the greatest success was being met. The coffee "ring" is blamed in a large measure for discrimination against the Hawaiian product.

A resolution was passed declaring that the land of Kahe, Hawaii, is not needed as a forest reserve but recommending that leases or buyers be required to fence the upper line. The superintendent of forestry is negotiating with Messrs. Henriques and Gomes for a large area of koa timber on the Honouua, North Kona tract, the lease of which has been decided to belong to them.

THE ONLY COUGH MEDICINE

FREE FROM POISON.

The Pharmacy Board of New South Wales, Australia, had an analysis made of all the cough medicines that were sold on the market. Out of the entire list they found only one that they declared was entirely free from all poisons. This exception was Chamberlain's Cough Remedy, which proves it to be the safest and best that can be had. It is especially recommended for coughs, colds, croup and whooping cough and may be given to the little ones with absolute security. For sale by all dealers and druggists. Benson, Smith & Co., Ltd., agents for Hawaii.

Wm. McCarthy, the shipping master, has brought a libel suit against Shipping Master Morris Rosenberg for \$300, claiming that Rosenberg enticed away nine of the men he (McCarthy) had got to sign articles to ship on the Erskine M. Phelps. W. B. Mailing, U. S. Commissioner, will take evidence in the case today.

CASTLE & COOKE CO., Ltd. HONOLULU. Commission Merchants SUGAR FACTORS.

AGENTS FOR
The Ewa Plantation Company.
The Waiwae Agricultural Co., Ltd.
The Kohala Sugar Company.
The Waiwae Sugar Mill Company.
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The Aetna Insurance Co., of Hartford, Conn.
The Alliance Assurance Company, of London.

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Northern Assurance Company
OF LONDON, FOR FIRE AND
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Accumulated Funds £2,975,000.

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Capital £1,000,000.
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The Famous Tourist Route of the
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To All Points in the United States
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Tickets to All Points in Japan, China,
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For Tickets and general information
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THEO. H. DAVIES & CO., Ltd.
Agents Canadian-Australian S. S. Line
Canadian Pacific Railway.

**CHAS. BREWER & CO'S
NEW YORK LINE**
Bark Nuuanu sailing from
New York to Honolulu on or
about March 1st. FREIGHT
TAKEN AT LOWEST RATES.
For freight rates apply to
CHAS. BREWER & CO.,
27 Kilby St., Boston, or
C. BREWER & CO., LTD.,
Honolulu.

REAL ESTATE TRANSACTIONS

Recorded Dec 24, 1904.
Lucy K. Kaili (Mrs) to Chuck Tong, B
S; 2 yrs income from rent of pes land,
Waipio, Hamakua, Hawaii. \$430. B
265, p 255. Dated July 27, 1904.
Chuck Tong to C K Chow et al, P A;
special powers. B 265, p 256. Dated
Dec 20, 1904.
Henry J Harrison and wf to Cecil
Brown Tr, M; lots 51, 52, 67 and 68
of gr 293, King and Young streets, Ho-
nolulu, Oahu. \$350. B 260, p 394. Dated
Dec 23, 1904.
L. Ahlo to M S Grinbaum & Co Ltd,
P A; special powers. B 265, p 257.
Dated Dec 10, 1904.
Jennie L. Hildebrand (Mrs) to Mark
P. Robinson, P A; special powers. B
265, p 258. Dated Nov 24, 1899.
J. Kaniannalele and wf to David Ka-
wananaka, P A; general powers. B
265, p 359. Dated Oct 2, 1903.
D. Kawanakaoa and as atty et al to
E A C Long Tr, D; int in gr 4591,
por gr 4636, por ap 39, R P 7799 and 2
pes land, Punchbowl, Miller, Kinau,
Emma and Vineyard streets and Wal-

kiki road, Honolulu, Oahu; int in R
P 4634 and ap 2, 3 and 4. R P 4634.
Waikiki, Honolulu, Oahu; but in por
R P 7422, Mah Awarai Cl, Puukapala-
lei, Honolulu, Oahu. \$1000. B 267, p
304. Dated July 12, 1904.
Faukineu Mookini and hsb to M A
Rego, M; int in E of Kanihi, dec,
Koloa, Kauai. \$225.70. B 268, p 30.
Dated Dec 6, 1904.
Charles B. Makee and wf to E J. Mor-
gan, D; int in 1 share in hui land,
Molokai, Kawaihau, Kauai. \$175. B
268, p 72. Dated Dec 17, 1904.
Emma Makee and hsb (C B) to E J.
Morgan, D; int in 1 share in hui land,
Molokai, Kawaihau, Kauai. \$87.50. B
268, p 73. Dated Dec 17, 1904.
Recorded Dec 27, 1904.
T. Higashi to C F Bradshaw, C M;
leasehold, bldgs, etc, Piopio, Hilo, Ha-
waii. \$488. B 262, p 183. Dated July
18, 1904.
M T Souza and wf to John G Jones,
D; por lot 4 land patent 4718, Ahua-
loa, Hamakua, Hawaii. \$2300. B 269,
p 24. Dated Dec 5, 1904.
Kali and hsb to John Mai, D; 5-8
ac of R P 1304, Pololu, N Kohala, Ha-
waii. \$10. B 269, p 26. Dated Dec 19,
1904.
Tam Chong and wf to Tam Yau, D;
pe land, Kaula, Kula, Maui. \$1025. B
269, p 27. Dated Dec 6, 1904.
W Geo Kithenul and wf to Hilo
Boarding School Trs of, Add Secy; por
R P 4365, kul 11050B, Waiakae, Hilo,
Hawaii. \$1. B 262, p 184. Dated Nov
14, 1904.
Charles McFarlane and wf et als by
atty to F S Lyman, D; lot 24A of
patent 4667, lot 25 of patent 4666 and
lot 26 of patent 4668, Ponahawai lands,
Hilo, Hawaii. \$3000. B 269, p 74. Dated
Dec 21, 1904.
J H Nui and wf to Manoel Carreiro
Jr, D; 1-2 int in 1 share in hui land,
Uluomai, Hamakua, Maui. \$225. B
269, p 75. Dated Dec 8, 1904.
G G Seong and wf to W L Decoto,
M; 5-8 of 20A in R P 415, kul 75 and
livestock, Mahinahina, Kaunapali, Maui.
\$500. B 262, p 186. Dated Dec 20,
1904.
Ching See and hsb to Manuel G Ba-
lanceo, R P 6186, kul 3458, Pohakunui,
Waiehu, Maui. \$250. B 269, p 28. Dated
Dec 17, 1904.
Julia M Brown and hsb to R A
Wadsworth, M; 1-5 int in ap 11 R P
469, 3 pes land, bldg, furniture and
7 horses, Kamaole, Kula, Maui. \$300. B
262, p 188. Dated Dec 19, 1904.
Joseph Manuel and wf to Pakekepa
(w), D; 1-2 int in R P 3483, kul 2323,
Kaneohe, Koolau, Oahu. \$1. B
266, p 76. Dated Dec 21, 1904.
Emma Macfarlane (H R) to S C Al-
len of by Trs, M; por gr 153, bldgs,
etc, Punahou street, Honolulu, Oahu;
1-9 int in R P 663, por R P 7427, pe
land bldgs, etc, Fort, Hotel and Pau-
ahou streets, Honolulu, Oahu. \$19,000.
B 268, p 31. Dated Dec 24, 1904.
S C Allen Est of by Trs to Emma
Macfarlane, Rel; pe land bldgs, etc,
Punahou street, Honolulu, Oahu; 1-9
int in R P 663, por R P 7427, pe land
bldgs, etc, Fort, Hotel and Pauahou Sts,
Honolulu, Oahu. \$14,000. B 269, p 97.
Dated Dec 24, 1904.
Kuolokea (w) to Keamo Pakeke (w),
D; por R P 7358, kul 8735 and bldgs,
Kapaau, N Kohala, Hawaii. \$5. B 266,
p 78. Dated Dec 12, 1904.
H A Widemann to Henry Holmes,
M; 1-9 int in R P 663, por R P 7427, pe
land bldgs, etc, Fort, Hotel and Pau-
ahou streets, Honolulu, Oahu. \$2000. B
268, p 37. Dated Dec 24, 1904.
A Zimmerman et al to Olaa Sugar
Co Ltd, C M; cane on subdiv 17 of lot
89, Olaa tract, Puna, Hawaii. \$1 and
adv. B 268, p 40. Dated Dec 20, 1904.
A Zimmerman et al to Olaa Sugar
Co Ltd, C M; cane on subdiv 7 of lot
89, Olaa tract, Puna, Hawaii. \$1 and
adv. B 268, p 47. Dated Oct 24, 1903.
Takamoto Hisamatsu to S Kobayashi,
Assmt; int in cane on subdiv 7
of lot 89, Olaa tract, Puna, Hawaii. B
268, p 53. Dated Oct 31, 1903.
A Zimmerman et al to Olaa Sugar
Co Ltd, C M; cane on subdiv 14 of lot
89, Olaa tract, Puna, Hawaii. \$1 and
adv. B 268, p 54. Dated Oct 24, 1903.
A Zimmerman et al to Olaa Sugar
Co Ltd, C M; cane on subdiv 15 of lot
89, Olaa tract, Puna, Hawaii. \$1 and
adv. B 268, p 61. Dated Dec 28, 1903.
A Zimmerman et al to Olaa Sugar
Co Ltd, C M; cane on subdiv 8 of lot
89, Olaa tract, Puna, Hawaii. \$1 and
adv. B 268, p 68. Dated Dec 19, 1903.
A Zimmerman et al to Olaa Sugar
Co Ltd, C M; cane on subdiv 9 and 10
of lot 89, Olaa tract, Puna, Hawaii. \$1
and adv. B 260, p 396. Dated Dec
13, 1903.
A Zimmerman et al to Olaa Sugar
Co Ltd, C M; cane on subdiv 6 of lot
89, Olaa tract, Puna, Hawaii. \$1 and
adv. B 260, p 401. Dated Jan 9, 1904.
A Zimmerman et al to Olaa Sugar
Co Ltd, C M; cane on subdiv 11 of lot
89, Olaa tract, Puna, Hawaii. \$1 and
adv. B 260, p 405. Dated Dec 28, 1903.
A Zimmerman et al to Olaa Sugar
Co Ltd, C M; cane on subdiv 13 of lot
89, Olaa tract, Puna, Hawaii. \$1 and
adv. B 260, p 417. Dated Nov 23,
1903.
A Zimmerman et al to Olaa Sugar
Co Ltd, C M; cane on subdiv 12 of lot
89, Olaa tract, Puna, Hawaii. \$1 and
adv. B 260, p 412. Dated Nov 28,
1903.
Y Miyamoto to M Kawahara, B S;
goods, wares, mdse, furniture, fixtures,
2 horses, etc, Honouliuli, Ewa, Oahu.
\$809. B 274, p 13. Dated Dec 13, 1904.
J M Dowsett et al Trs to Emma
Macfarlane, Rel; 8-9 int in por gr 153,
bldgs, etc, Punahou St, Honolulu, Oa-
hu. \$9500. B 236, p 175. Dated Dec
24, 1904.
Z Kaldina and wf to George Mun-
don, D; shares in hui land, Wainiha,
Hanalei, Kauai. \$400. B 266, p 79. Dated
Mar 17, 1904.
Recorded Dec 28, 1904.
Lee Chuck to Ah Chew, P A; gen-
eral powers. B 274, p 13. Dated Sept
14, 1904.
G Immo et al to Hutchinson Sugar
Plant Co, C M; int in cane, etc, in
agmt. \$1 and adv. B 267, p 69. Dated
Oct 19, 1904.
K Takasa et als to Hutchinson Sug-
Plant Co, C M; int in cane, etc, in
agmt. \$202.91 and adv. B 267, p 62.
Dated Nov 1, 1904.
M Matsumura et als to Hutchinson
Sug Plant Co, C M; int in cane, etc, in
agmt. \$1726.92 and adv. B 267, p 66.
Dated Sept 23, 1904.
J Imamoto et als to Hutchinson Sug-
Plant Co, C M; int in cane, etc, in
agmt. \$1047.59 and adv. B 267, p 69.
Dated Nov 7, 1904.
K Sadayasu et al to Hutchinson Sug

THE PRESIDENT'S NEW FREIGHT RATE ISSUE

(Mail Special to the Advertiser.)

WASHINGTON, D. C., Dec. 24.—The Congressional surprise of the present session has been the broaching of the Interstate Commerce regulation of freight rates, which President Roosevelt is so earnestly championing. Dull and interesting as the topic might seem to the average reader, the legislative situation, in which great personalities are pitted against each other and in which the President and Congress may become vigorously involved, make it of absorbing concern. Primarily the question is over centering in some body, probably a court of special judges, the right to say what is a fair and equitable freight rate and also to give that court the power to enforce its decisions.

A few days before the convening of Congress, one of the President's callers inquired whether there was to be much of interest during the winter in legislation that he would request. He replied that there would not be, in all probability, save one little matter. He hoped Congress would enact legislation in accord with his views on that.

"I do not want to say what that is just now," the President added, and the conversation was directed to other matters. As it would probably be treated in his then forthcoming message, at the time a confidential document, the propriety of the President's observation will be realized.

The "little matter" that the President had in mind was the regulation of freight rates. It is needless to explain what an enormous question it is as the President himself has all along fully realized. It involves annual transactions to the extent of millions upon millions of dollars and the well ordered adjustment of countless enterprises and businesses, not to mention entire communities.

The popularity of the President's recommendations has become immediately apparent. Especially in the Western States, the people almost universally in some sections are pushing their Senators and members of Congress to "get busy" and if they fail to do so a goodly number of them will be left at home when the elections are held two years from now.

The Senate and much of the House are reluctant to enter upon such sweeping legislation as the President recommends and yet he has virtually kindled a fire under them and they must be doing something. The railroads are not necessarily hostile altogether to the recommendations, but they have some good arguments on their side and naturally, with such vast property interests involved, will insist on a very full and complete consideration of any legislation that may be pressed. Little has yet been heard of the railroad side of the propositions advanced. It is not, however, to be doubted that they will be fully heard. Nearly all the influential men in both branches of Congress have relations of a more or less close character with the railroads in their own vicinity. This holds particularly true of the Senate.

The two committees on Interstate Commerce that deal with those topics, have already been stirred up by the President's recommendations. The chairman of the Senate Committee, Mr. Elkins, of West Virginia, is himself a railroad man, who has participated in the construction of railroads and knows as much as any man in Congress about the operation of such properties. At first he counseled the President to go slow but the President preferred to follow his own opinions, with the result that Mr. Elkins, to a degree, changed his attitude but not to such an extent as to favor any legislation at this session of Congress. There have, however, been many urgent consultations at that end of the Capitol, about the regulation of freight rates. The hoary headed leaders, like Senator Allison, of Iowa, although determined that Congress shall not act hastily, are indicating that there must be preliminary action at this session, looking forward to some final legislation in the next Congress. Senator Allison, for example, is secure in his seat, but his colleague Senator Dolliver, a younger man with but brief service in the Senate thus far, is being worried seriously by the clamor of his constituents for Congress to regulate freight rates.

In his committee Senator Elkins has some very wise heads. Some of them are former governors of big states, who keep a finger constantly on the public pulse and know the political value of prompt action when a deep seated popular demand comes.

The chairman of the House Committee is Colonel "Pete" Hepburn, of Iowa, a veteran member, who has been through many a political scrimmage. He is now growing old in public honors. He is hardly more enthusiastic about hasty legislation on rates than is Senator Elkins but he and his Committee will be largely guided by the Speaker and the general sentiment of the House, just as Senator Elkins and his committee will be in the main guided by the sentiment of a little coterie of Senate leaders, who take their cue largely from the general sentiment of that branch of Congress.

The railroads are already gathering their forces for the fight and will strengthen themselves between now and next December by every possible means that can ensure no legislation that will be detrimental to their interests. It seems to be conceded pretty generally now around the Capitol that the fight must come in the next session of Congress. If so, it will be the dominating subject of that session, overshadowing tariff, economy in public expenditures, or any one of a half dozen other Congressional topics, now prominent in the public mind.

The President is distinctly the champion of the people in this matter and his championship is full of political possibilities. Should he win a decided victory, his popularity would be increased and there are now men who prophesy that his own declarations about accepting another term in 1908, would be no more than a straw against an ocean billow. But should Congress refuse to act, it might become the dominant issue of the 1906 campaign. Democrats might make it the issue. There is no telling what sort of turns the struggle so suddenly precipitated in the national forum will take.

ERNEST G. WALKER.

Plant Co, C M; int in cane, etc in agmt. \$1227.34 and adv. B 267, p 72. Dated Dec 14, 1904.
C Hasegawa et al to Hutchinson Sug Plant Co, C M; int in cane, etc, in agmt. \$503.86 and adv. B 267, p 16. Dated Nov 1, 1904.
Y Okamura to Hutchinson Sug Plant Co, C M; int in cane, etc, in agmt. \$611.03 and adv. B 267, p 79. Dated Nov 19, 1904.
G Arizumi et als to Hutchinson Sug Plant Co, C M; int in cane, etc, in agmt. \$371.75 and adv. B 267, p 82. Dated Sept 24, 1904.
T Akiyama to Hutchinson Sug Plant Co, C M; int in cane, etc, in agmt. \$402.30 and adv. B 267, p 85. Dated Sept 24, 1904.
A Kitagawa to Hutchinson Sugar Plant Co, C M; int in cane, etc, in agmt. \$642.74 and adv. B 268, p 74. Dated Oct 19, 1904.
Kawamoto Kinjiro to Hutchinson Sug Plant Co, C M; int in cane, etc, in agmt. \$796.42 and adv. B 268, p 78. Dated Sept 7, 1904.
George J Campbell to Notice, Notice; apply for Reg Title of R P 8169, kul 689, King St, Honolulu, Oahu. B 274, p 15. Dated Dec 27, 1904.
Joquin S Mello to Joao R Tavares, Rel; leasehold, bldgs, etc. \$400. B 230, p 120. Dated Nov 19, 1904.
Joao R Tavares to Manuel Andrade, C M; leasehold, bldgs, etc. \$400. B 262, p 190. Dated Nov 19, 1904.
Archib Markham to S M Damon, D; 1-8 int in R P 3506, kul 5261, Moanalu, Honolulu, Oahu. \$25 and mtg \$82.50. B 266, p 80. Dated Dec 28, 1904.

SAVE YOUR HAIR

With Shampoos of



And light dressings of CUTICURA, purest of emollient skin cures. This treatment at once stops falling hair, removes crusts, scales, and dandruff, soothes irritated, itching surfaces, stimulates the hair follicles, supplies the roots with energy and nourishment, and makes the hair grow upon a sweet, wholesome, healthy scalp, when all else fails.

Complete External and Internal Treatment for Every Humour. Consisting of CUTICURA SOAP, to cleanse the skin of crusts and scales and soften the thickened cuticle, CUTICURA Ointment, to instantly allay itching, inflammation, and irritation, and soothe and heal, and CUTICURA RESOLVENT, to cool and cleanse the blood. A SINGLE BATH is often sufficient to cure the severest humours, with loss of hair, when all else fails. Aust. Depot: R. Towns & Co., Sydney, N. S. W. So. African Depot: L. S. N. LTD., Cape Town. "All about the Skin, Scalp, and Hair," post free. POTTER & CO., Sole Props., Boston, U. S. A.

THE FUNDAMENTAL LAW OF HAWAII: A NEW LAW BOOK

The Hawaiian Gazette Company, Ltd., announce the publication of a book, edited and indexed by Lorrin A. Thurston, containing the several constitutions and other fundamental laws of earlier days, the annexation treaty, resolutions and procedure and the Organic Act.

The book contains 298 pages of text and 138 pages of index. It is printed in regulation law book type and style and is substantially bound in calf skin.

The price is \$5.

The scope and character of the book and the reasons for its publication are given in the preface, which is as follows:

PREFACE TO THE FUNDAMENTAL LAW OF HAWAII.

Congress has expressly enacted a law organizing Hawaii into a Territory, and extended the provisions of the United States Constitution to the Territory.

In a restricted sense, therefore, the United States Constitution and the Organic Act constitute Hawaii's fundamental law; but the Organic Act specifically re-enacts the great body of pre-existing Hawaiian statute law, which was based upon the several Hawaiian Constitutions and organic laws.

A large proportion of the law governing real estate, property and personal rights in Hawaii being based upon these early constitutions and laws, and precedents, decisions and court practice having grown out of them, it is necessary to consult them in order to have a comprehensive understanding of existing Hawaiian law. They are nearly all published, however, in books now out of print, and in scattered volumes, inaccessible to many, and inconveniently located for all. In fact, not even practicing lawyers in Hawaii can, except at considerable loss of time, place their hands on the laws and constitutions necessary for the study and decision of practical questions continually being presented to them.

Under these circumstances it is believed that the public interest requires the re-publication in convenient reference form of what may be called "the fundamental law of Hawaii." To meet this requirement the following constitutions, laws and documents have been compiled under the common title of "The Fundamental Law of Hawaii," viz.:

1. The first Constitution of Kamehameha III, 1840, including the previously issued Bill of Rights.
2. The first laws of Hawaii, enacted under Kamehameha III, (1833-1842), published together in 1842.
3. The law creating and principles guiding the Land Commission.
4. The second Constitution of Kamehameha III, 1852.
5. The Constitution of Kamehameha V, 1864.
6. The Constitution of Kalakaua, 1887.
7. The Proclamation and orders incident to the establishment of the Provisional Government, 1893.
8. The Constitution of the Republic of Hawaii, 1894.
9. The treaty annexing Hawaii to the United States, 1897.
10. The Resolution of the Hawaiian Senate ratifying the annexation treaty, 1897.
11. The Joint Resolution of Congress annexing Hawaii, 1898.
12. The documents and procedure incident to the transfer of the sovereignty and possession of Hawaii to the United States, 1898; and the executive orders of President McKinley, relating to the government of Hawaii, issued during the transition period between the date of annexation and the passage of the Organic Act, 1898-1900.

Hawaiian Gazette Company, Honolulu, T. H.

Enclosed herewith find five dollars to pay for one copy of the Fundamental Law of Hawaii, which please send to

Name

Address

Cut this out and mail it to the Hawaiian Gazette Company, Honolulu, T. H. with \$5 and the Fundamental Laws of Hawaii will be immediately mailed to you, postage prepaid.

ABSOLUTELY HARMLESS.

Any mother can give Chamberlain's Cough Remedy to her little ones with a feeling of security. The absence of all narcotics makes this remedy the safest and best that can be procured. For sale by all dealers and druggists. Benson, Smith & Co., Ltd., agents for Hawaii.

Walter Macfarlane left on the Alameda yesterday in response to a cablegram, which stated that his fiancée, Miss Alice Campbell, was seriously ill. The Hoola and Houlu Lahui Society will hold a special meeting Friday morning at 11 o'clock at the Maternity Home. All members are invited.

THE OLD RELIABLE



ROYAL
BAKING
POWDER
Absolutely Pure
THERE IS NO SUBSTITUTE

PINKHAM'S

UNINVENTED
MACHINE

(Continued from page 6.)

To get reports on small farming Mr. Pinkham sent out a blank which is described by Dr. Russell of Oiaa as "having been framed in such a way that no idea can be given of local conditions." It asks the small farmer about his success with cane, corn, barley, wheat, beans, oats, potatoes, bananas, livestock, vegetables and coffee. Cane, as Mr. Pinkham knew at the time his circular was prepared, is not an asset of the small farmer, save in rare cases. Of the whole list of farm products, six—corn, barley, wheat, beans, oats and potatoes—have no relation to tropical agriculture; and their failure here as a commercial asset was long ago known and discounted. Vegetables are truck-farm products, successfully raised by the Chinese and neglected by the white farmer, save for his kitchen garden, or as an asset of self-supporting schools and orphanages. Livestock on any scale, is not a small farm but a large farm enterprise. Coffee is a good crop awaiting the protection of the tariff to give it a market and is not quoted by any one excepting Pinkham as a product by which the small farm opportunities of Hawaii may be judged. What shows the base misrepresentative character of the Pinkham report is that the circular to small farmers—as given below—deliberately omits questions about pineapples, grapes, limes, asial, taro, tobacco and vanilla. Furthermore, in getting dairy statistics, Mr. Pinkham omitted, as local dairymen inform us, to send blanks to the successful milk and butter farmers near this city. Instead he questioned the handicapped ones far from the market.

Nor is this the worst: Franz Buchholz is authority for the statement that he made, in answer to Mr. Pinkham's request for agricultural data, a favorable report on diversified farming in Kona, Hawaii, and that Pinkham SENT THE REPORT BACK TO HIM WITH THE INFORMATION THAT SUCH STATEMENTS WERE NOT WHAT HE WANTED AT ALL.

TEXT OF PINKHAM'S BLANK.

Following is the circular referred to above. Statistics acquired by it cannot be much more indicative of the prospects of the small farmer in Hawaii than statistics would be in derogation of his chances in California, based upon his failure there to produce sugar, cane, pineapples and alligator pears:

Name of owner or leaseholder (use a column for each, making three on page).
Nationality.
Number of acres owned.
Number of acres leased.
Elevation of land above sea level.
Cost of land.
Cost of buildings.
Amount of money owing on land.
Amount overdue.
Annual rental if leased land.
Rentals overdue and unpaid.
From whom was land purchased.
Name of landlord.
Is the land sub-leased by owner or lessee?
To whom is it leased.
Name date present occupant took land.
Number in family.
Ages of children.
Does occupant have employment away from home.
If so give the reason why, and to what extent he labors away from home.
State number each of horses, cows, cattle and pigs owned.
State acres of cane planted, tons sold and value received in 1902.
State acres of cane planted, tons sold and value received in 1903.
State acres of cane planted, tons sold and value received in 1904.

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State acres planted, bushels raised

and value of corn in 1902.

State acres planted, bushels raised

and value of corn in 1903.

State acres planted, bushels raised

and value of corn in 1904.

State acres planted, bushels raised

and value of wheat in 1902.

State acres planted, bushels raised

and value of wheat in 1903.

State acres planted, bushels raised

and value of wheat in 1904.

State acres planted, bushels raised

and value of barley in 1902.

State acres planted, bushels raised

and value of barley in 1903.

State acres planted, bushels raised

and value of barley in 1904.

State acres planted, bushels raised

and value of beans in 1902.

State acres planted, bushels raised

and value of beans in 1903.

State acres planted, bushels raised

and value of beans in 1904.

State acres planted, bushels raised

and value of oats in 1902.

State acres planted, bushels raised

and value of oats in 1903.

State acres planted, bushels raised

and value of oats in 1904.

State acres planted, bushels raised

and value of potatoes in 1902.

State acres planted, bushels raised

and value of potatoes in 1903.

State acres planted, bushels raised

and value of potatoes in 1904.

State acres planted, bunches raised

and value of bananas in 1902.

State acres planted, bunches raised

and value of bananas in 1903.

State acres planted, bunches raised

and value of bananas in 1904.

State value of vegetables, fruits and

other products sold in 1902.

State value of vegetables, fruits and

other products sold in 1903.

State value of vegetables, fruits and

other products sold in 1904.

State value of pigs, chickens, eggs

and butter sold in 1902.

State value of pigs, chickens, eggs

and butter sold in 1903.

State value of pigs, chickens, eggs

and butter sold in 1904.

Name any pests or blight affecting

wheat, barley, and oats.

Name any pests or blight affecting

beans.

Name any pests or blight affecting

potatoes.

Name any pests or blight affecting

bananas.

Name any pests or blight affecting

vegetables.

Name any pests or blight affecting

coffee.

State acres you have in coffee, pounds

raised and value in 1902.

State acres you have in coffee, pounds

raised and value in 1903.

State acres you have in coffee, pounds

raised and value in 1904.

Is the rainfall sufficient to assure

raising your crops?

What is the quality of your soil?

Does your land require fertilizing?

What do you estimate the expense

per acre?

What has been your success as a

small farmer and what is your opinion?

WHAT PINKHAM OVERLOOKED

Mountain View, Nov. 30, '04.

Mr. John M. McGuire.

Dear Sir: I have seen in the papers

about the Pinkham Commission

investigating the farms and farmers of

this island. Your commission passed

my house but did not stop, so I would

like to state my views as a farmer to

you. It may help you in your report

to Washington, D. C. Mr. J. T. Ryan

came to me to find out if the Pinkham

Commission was stopping at my house.

He also took my views.

I have lived in Oiaa for over ten

years and have been engaged in coffee,

sugar and general farming. Farming

in Hawaii would not be a failure if

there were American farmers on the

land instead of Japanese and Chinese.

I raise on my place corn, sugar, coffee,

bananas, potatoes, stock and vegeta-

bles; but I cannot sell much milk and

butter owing to the competition of the

Jap who pastures his cows on govern-

ment land. I am not in it. Sugar is

all right. Any American farmer can

plant cane and market it himself, the

same as I do. It is not as hard work

as most of the work the American

farmer has to do on the mainland. I

was born in Switzerland and was nine-

teen years old when I got to America.

I have worked on farms there, also in

factories and on railroads and have

worked harder than anybody does here.

I and my wife, who was born in Ger-

many, do all the work on my place.

I find that a Jap or Chinaman will

not do more work nor so much as I. Every

man and corporation loses on the Jap

when employed. I can do more work

in any one day with two horses than

any four Japs with four mules. If the

plantations would get 30,000 American

farmers down here instead of China-

men there would be no hard times. But

the American would vote and demand

roads and schools; that is why the

American farmer is not wanted here.

Why did not Pinkham stop with me

and others like me if the government

was honest about this investigation.

I am not so hard to find. The tax col-

lector finds me when he comes to col-

lect \$50 taxes on 40 acres of land or

the sheriff, when he wants a juryman

to waste about two months every year

sitting on Japanese cases.

I do not see any reason why the

American farmer can't live here. But

to be a farmer one cannot live in Hilo

as a doctor, a lawyer or a clerk and

have Japs manage his place.

Respectfully yours,

AUGUST ITEN.

DR. RUSSEL'S VIEWS.

Mountain View, Nov. 15, 1904.

Mr. John McGuire, Honolulu.

Dear Sir: Mr. Ryan has given me a

blank to fill, which I return to you

filled the best I could. Sorry it is made

in such a way that no idea of local

conditions can be conveyed. If you

want to know my personal opinion of

these conditions, I refer you to my

memorial published in the report of

the subcommittee on Hawaiian investi-

gations to the committee on Pacific Is-

lands of the Senate and to my answer

to queries of the Hilo Board of Trade

published in Commercial Advertiser of

Honolulu on October 22, 1904.

Notwithstanding some drawbacks of

the soil (which can be improved by

plowing and fertilizing), and some

blights, that are constantly introduced

and take root here, on account of the

lack of their natural enemies, the

climate in this district is healthy and

in no way an obstacle to farming.

Hundreds of small white farmers and

settlers live and continue to live and

work here without any detriment to

their health. The idea that a white

farmer cannot work on the Hawaiian

fields for climatic reasons is totally

erroneous. I was a student of this

question here for over ten years and

my opinion you will find in the pam-

phlets that I beg to mail you together

with this in a separate cover.

The reasons of general failure of

white farmers are only economical and

political in connection with the inter-

ests of sugar corporations and their

large holdings. Their interests do not

agree with the settling this country

with white farmers. Politically, be-

cause such independent element would

wrench political power and control out

of their hands. Economically, because

they need government lands for the

extension of their plantations, and the

local market for their goods, that they

import (instead of the ballast) on re-

turning sugar vessels from the coast

for their wholesale and retail stores.

Local producer would be a disagree-

able competitor. * * *

In order to swell the dividends of a

small number of investors at home and

abroad, mostly absentees, the country

after the annexation to the United

States is already practically surren-

dered to Asiatics, numbering 100,000

out of 150,000 of total population, whose

Asiatic element is steadily increasing

and the native and white rapidly

waning. It needs but few years more

to make Japanese full masters of the

situation. Of course the corporate sug-

ar interests will resist the longest,

but they most undoubtedly will have

to surrender also. I repeat, what I

have said in my published letter: "A

country always belongs to the nation-

ality, to which its laboring classes

belong, no matter what colors fly over

it."

We are ignorant whether or not such

was the intentional policy of the United

States administration. If it was in-

tentional, we have but to bow before it

respectfully. But, I think, it is our

duty to clear the situation, so that

there should be no misunderstanding

and regret later.

Yours respectfully,

DR. NICHOLAS RUSSEL.

UNCLE SAM

HAS CHOICE

"We are not offering for sale one

foot of public land along the coast line

of any of the islands without the con-

sent of the United States authorities,"

said Land Commissioner Pratt yester-

day. "That is to say, before any piece

of land abutting on the sea is put up

for sale, a consultation is had with

the local Federal officials as to whether

that particular piece may be needed

for coast defense or lighthouse pur-

poses.

"We do not know what the plans of

the War Department or the Lighthouse

Board may be, but they know. And

they do not tell us. But if a piece of

land abutting on the sea is wanted, we

first submit the proposition to the Fed-

eral people before we put it up at auc-

tion. If they ask that it be reserved

for them, then it is not sold.

"As a general proposition, they want

only a strip about one hundred feet

wide along the seashore, but they can

have whatever they want. Only the

other day I had a piece of land on Ka-

uau to put up for sale, land abutting

on the sea, and I sent word to the local

lighthouse people before the sale was

made. They sent a man to examine the

land, and reported to me that it was

not wanted for any of their purposes.

And then the sale was made."

It would seem, from the talk of the