

# Homesteading Failures Made Clear in Reports

(Continued from Page 1.)

"The results of the 1921 crop show that of the two forms of milling contracts in effect between the homesteaders and the mill, the League Contract is much more favorable to the homesteader and the Non-League Contract should be abolished in favor of the League Contract, which paid \$7.55 more per ton of sugar than the Non-League Contract.

"Unless extended, the League Contract will expire January 1, 1924. Since the next crop from the fields being harvested will not come off until after that date, action should be taken at once to extend this contract so that the Mill will be in a position to make more advances for the care of the stools from which the 1924 crop will come and which should have immediate attention.

"It is evident from the data submitted that a radical change in the conduct of affairs at Waiakea must take place at once to prevent absolute failure of this homesteading project. We see absolutely no hope of success under present conditions. The homesteaders must take more interest in their lots and give more personal attention to the care of their crops. Without this personal attention, there is bound to be waste, inefficiency and neglect, with ever increasing indebtedness as a result. Conditions would be improved by having the homesteaders represented as a unit by a central authority whose entire time and energy would be expended in the management of the homesteaders' affairs. However this is not as desirable as personal attention by the homesteader.

"On the other hand there appears to be something radically wrong in the way in which work entrusted to the Mill by the homesteaders has been done. Otherwise what explanation is there for such enormous expenditures by the mill on crops yielding so little? The mill company has exceeded its contract obligations in the amount of money advanced to the homesteaders, but this has worked generally to the detriment of the homesteaders, since many of the advances were not warranted by conditions. The attitude of the mill company has not been helpful, to say the least, and without sympathetic cooperation between the mill company and the homesteader, this project can not succeed.

"In closing, we wish to state that the Waiakea Mill Company cooperated with us fully and rendered us every assistance possible in making this investigation."

"The report does not refer to the previous investigation of the Waiakea situation by territorial authorities, which was made during the administration of former Governor C. J. McCarthy, and resulted in an announcement by the territorial attorney general's office that a suit would be brought by the territory to recover from the Waiakea Mill Company, damages for losses which it was alleged then had been suffered by the homesteaders because of the purported lack of attention to the fields and crops of the homesteaders. This suit never was brought.

"A careful analysis of the report of the Territorial Sugar Expert and Land Commissioner reveals expressions of opinions that are open to very serious question. Young's letter said 'but we thoroughly appreciate the helpful spirit with which these two officials have approached this difficult problem, and no good purpose can possibly be served by injecting any controversy into this matter, as it undoubtedly would only add to the already difficult task of securing a solution of the serious situation that exists.

"This situation has largely developed from the fact that Waiakea Mill company has been reduced from the status of a sugar producing and manufacturing company to that of only a sugar manufacturer.

"In the year 1917, the labor force employed by the mill company averaged 1,030 men per day. This force has dwindled to 270 men per day at present, distributed in the following occupations—

"Eighty-six men employed in the mill and on the transportation system 131 men employed in harvesting

the present crop; leaving the small number of 53 men to care for the cultivation of the lands.

"First, when the mill company's tenure of the cane lands came to a close, its oldest and best planting contractors with a large force of laborers moved away to other plantations where they could secure cultivation contracts which the Waiakea mill could no longer offer to them—thus destroying and removing what for many years had been the backbone of the field operations of the company.

"Second: when the mill had labor available in 1920, the homesteaders in many cases declined to employ them on account of the high wages that prevailed during that year—the result being that the men not having continuous occupation, moved to other plantations where they were readily absorbed in positions which gave them continuous work.

"To enable the mill to rehabilitate its field force the company must be restored to the position of a sugar producing company as well as a manufacturing concern; and it can be readily seen that the only practical way to attain this is to place a substantial acreage of cane lands definitely under the control of the Mill company, so that contracts with laborers can be safely entered into.

"Where Mistake Lies

"Reviewing carefully and fully Exhibit 1, which gives in detail the present condition of each homestead, it is apparent that a very serious mistake was made in opening up for homesteading the cane lands comprising the third series; and we believe that this view has the full concurrence of the Sugar Expert. Practically all the lots of the third series have been neglected entirely and allowed to run wild, and it will require a large working force and approximately an expenditure of \$250,000 to reclaim same and bring some 1200 acres of cane lands into a condition of productivity.

"Concerning the homestead lots opened under series 2—the remedy suggested by the Sugar Expert and Land Commissioner, 'that the League Contract must be extended so that the Mill would be in a position to make advances for the care of the stools from which the 1924 crop will come,' is at best only a partial remedy and cannot be made effective to any appreciable degree unless the Mill company is placed in a definite position to cultivate properly the homestead lots in operation, without hindrance and interference from people who are almost, if not entirely, ignorant of proper cane cultivation methods, and the requirements of the crops and the soils.

"Some scheme must be evolved to attain this or the Mill company is unable to maintain an adequate force of labor to secure economical cultivation and perform the field work at the right time, and with the least possible amount of overhead expense.

"Under the terms of the League Contract referred to above, the cultivation of the land is one of the duties of the homesteaders. Their complete failure in this direction is borne out fully by the report of your advisors, and makes it imperative that they adopt immediately methods that will assure proper cultivation and fertilization of the lands, so that satisfactory crops may again be produced therefrom.

"We are in full accord with the views of the Sugar Expert and the Land Commissioner that a radical change must be effected in the conduct of the homesteads at Waiakea, and that it must be made operative with the least possible delay, otherwise the prospects of the crops for 1922 and 1924 are succeeding years will be seriously jeopardized.

"We cannot close this letter without expressing our appreciation of the report of your expert accountant, R. G. Dods; the thoroughness and completeness with which this work was executed cannot be commended, too highly.

"Ready To Cooperate

"We now desire to assure Your Excellency that the officers and directors of the mill company, and the officers and directors of our agents, Theo. H. Davies & Company, stand ready to cooperate with yourself and your officials and with the homesteaders in every possible way that will lead to the attainment of a reasonably good and practical solution of the homestead difficulties at Waiakea."

"A careful analysis of the report of the Territorial Sugar Expert and Land Commissioner reveals expressions of opinions that are open to very serious question. Young's letter said 'but we thoroughly appreciate the helpful spirit with which these two officials have approached this difficult problem, and no good purpose can possibly be served by injecting any controversy into this matter, as it undoubtedly would only add to the already difficult task of securing a solution of the serious situation that exists.

can be developed that would properly and adequately protect the homesteader; the Territory and the Waiakea Mill Company, and restore the Waiakea lands to a condition of prosperity."

## Father's Shirt and Mother's Old Skirts Go Into New Roofs

When mother, with characteristic impatience at house clearing time, drags forth from the clothes closet father's long disused or, perhaps, recently discarded fishing togs, or gives the contents of the garret to the rag man, she little realizes perhaps how much she is contributing in the effort to overcome the housing shortage. Old rags may be a poor shelter for the human body but American ingenuity has made of them an exceedingly artistic, fire-resistant and serviceable shelter for the human habitation.

From rags to roof is a far cry. But nevertheless old rags are now covering more American houses in the form of roll roofing and prepared shingles than all other types of roofing combined. Two-thirds of all roofing requirements in the United States are now supplied from asphalt materials known as "prepared roofing", the product of a novel and typically American industry that has been developed within the past few years.

The thousands of tons of rags consumed daily by this industry are obtained through dealers in all parts of the country and, upon their arrival at the factory are sorted and reduced to a pulp similar to that used in the manufacture of paper. This pulp is then transformed into a fabric or felt, of long fibre and great durability. Hot asphalt is forced through every pore and fibre of the fabric and the combination is then coated above and below with asphalt so as to make it proof against decay and leakage. Because asphalt is a substance that does not dry out, the roll roofings, or the shingles which are cut from this fabric do not crack or split. They are resilient and pliable and do not break from their moorings. As they contain no materials that freeze or rust they are also proof against frost. The roll roofings or shingles are covered with a crushed slate or rock surface in attractive colors which shields them from wear and further preserves the fabric against the ravages of the weather. During manufacture the crushed slate or rock surface is imbedded in the asphalt as firmly as pieces of marble are imbedded in a mosaic floor. The shingles are made in different sizes and in three colors, red, green and blue-black. By using appropriate colors or different combinations of colors it is possible for the home builder to get not only a fire-safe and a serviceable roof but one that can be made very artistic and that will blend nicely with the surrounding landscape.

While asphalt may be new as a roof covering it is known to have been used for many centuries as a building material, preservative against decay and water-proofing substance. In fact, it is the oldest water-proof adhesive known to man. When the children of Israel were suffering under the bondage of Egypt about 1500 B. C. Pharaoh's daughter found the infant Moses concealed among the bulrushes in a basket made of papyrus grass and daubed with asphalt. Noah's Ark, a boat that was 500 feet long and that was made of gopher wood, was caulked with asphalt before Noah filled it with his animals and rode out the flood. The ancient Egyptians mummified their dead by wrapping the bodies in cloth and then coating the cloth with asphaltic pitch. The sacred chambers, or tombs, of the dead Egyptian kings, as well as all the crevices in the pyramids were sealed against the centuries by means of asphalt. The bones of mastodon, sabre-tooth tiger and other prehistoric mammals recently have been found perfectly preserved in the asphalt beds of southern California.

When the prehistoric hunter made a tent of goat skins, sewed with thorns, or built a goat-skin boat, he water-proofed the seams by coating them with asphaltic bitumen. History recalls that the Babylonians crossed the Euphrates River on rafts made of inflated goat-skins, water-proofed with bitumen just as the Kurds are doing today. The ancient Sumerians, who inhabited the Euphrates Valley about 3,000 B. C., used asphalt as a cement or binder for attaching small ornaments to sculptures, carvings or pottery. As a mortar for brick, asphalt was used in the construction of the Tower of Babel. It was Nabopolassar, King of Babylon, who paved streets. His son, Nebuchadnezzar, continued the practice and caused to be inscribed in the pavement the words "Traverse These Streets With Joy" Asphaltic materials were used in the construction of the walls and foundation for the ancient city of Media.

Thus, it can readily be seen that the use of asphalt in the manufacture of roofing, in boat-building and in paving has been handed down to American industry by the ancients. This most modern application of asphalt to human needs as a roofing material, therefore, has come in a form made the more necessary by modern housing conditions.

"The Distracted Captain

Lieut. Tale—"They say Captain Jinks was very calm and collected after his accident this morning."

Col. Spin—"Yes, yes, quite calm—he's still being collected, however."—Sun Dodger.

Mr. and Mrs. Vernon Palace, latest dance steps and latest styles. See them Saturday, April 22nd, at the Territorial Building.—Adv.

**WHEN YOU WANT** hauling and trucking and want service call **SNIFFEN** Phone 183-A. P. O. Box 144

## Fine Vaudeville Program Arranged

Maui Teachers Association Will Stage Entertainment In Territorial Building Saturday Evening.

Six big vaudeville numbers go to make up the program for the entertainment to be offered by the Maui Teachers Association at the Territorial Building next Saturday evening. The cast is a large one and the array of talent that is to be presented certainly promises an evening full of fun and entertainment. It is a program that looks good from start to finish and will be followed by a jolly dance.

An "Oriental Act" is scheduled as the opener. As ladies of the harlem will appear Mesdames Humphreys, Lightner, Holt, Wilson and Jones and Misses Neale, Murdoch and Rodriguez. Mrs. Leslies Irene Moura and Blanche Garcia are to be slave girls. "The Way the Noise Began," a one act play, is the second feature of the bill featuring Mrs. James Taylor and Floyd Brown. Rehearsals have shown it to be a clever and amusing playlet.

Ten minutes of singing and dancing will follow. Karl Jetter will start it off with a solo and in the number he will have the assistance of Misses Hutton, Ross, Rodriguez, Rego, Walsh and Sparks. The latest dance steps will be shown by Mr. and Mrs. V. J. non Palace.

Mrs. Ruby Wilson is scheduled for a monologue, "Behind the Curtain" and a treat is promised. She will be followed by Mrs. Louise C. Jones in some well selected character songs, and all who have heard Mrs. Jones know her number will be a top liner. Closing the performance will come "Aloha Land," the name signifying just what may be expected. The cast of this number is to be composed of Misses Weight and Copp, Mesdames Wilmington, Garcia, Buck; Messrs. Lyons, Brown, Waiwaiole, Poincaine, Hoopi, Rego, Apo, Cockett and Master Bai.

Proceeds of the entertainment will go towards defraying the expenses of a Maui delegate to the convention of the National Educational Association on the mainland. There are to be two delegates from Honolulu, one each from the other counties and one at large and it looks as if the delegate at large would also be from Maui. The purpose of sending a delegate is to promote and advance the educational interests of the Islands in a larger sense than those of the teachers and the project is one in which every parent of school attending children on Maui is personally interested.

## Theosophist Cleared By California Court

SAN DIEGO, Calif., April 6—(Associated Press Mail)—Attorneys are preparing to petition the supreme court for rehearing of the action for \$200,000 brought against Mme Katherine Tingley, supreme leader of the International Brotherhood and Theosophical Society, by Mrs. Irene M. Mohn. Mrs. Mohn charged Mme. Tingley with having alienated the affections of her husband, Dr. George F. Mohn, and a supreme court jury here awarded her \$100,000 in April, 1921. Recently in Los Angeles the Second District Court of Appeals reversed the judgment and declared that the jury based its verdict upon suspicion and innuendo and exercised most, "inexpensive generosity" in determining up on the damages.

Trial of the case in the superior court here took more than a month and necessitated review of more than 100 letters, telegrams and other exhibits. The Mohns had lived at the Point Loma establishment of the theosophical society here for about 12 years. In 1918, Mrs. Mohn left the homestead and moved to San Diego. In her suit against Mme. Tingley, Mrs. Mohn charged that the theosophical leader had gained control over Dr. Mohn, destroyed his affection for his wife and tried to induce him to give large sums of money to the theosophical cause.

The defense contended that the breaking up of the Mohn household was caused by disagreements between Dr. and Mrs. Mohn over the latter's daughter by a former marriage, and insisted that Mrs. Mohn had long known of her husband's interest in theosophy and his intentions to give money to that work and had never opposed that intention. Several letters signed by Mme. Tingley were put in evidence to show that she had made every effort to bring about a reconciliation between Mrs. Mohn and her husband.

The appellate court's decision fully upholds the contention of Mme. Tingley's attorneys upon the facts of the case, and emphasizes the defense testimony as to Mme. Tingley's efforts to bring about a reconciliation.

"We are forced to conclude," the decision reads, "that the verdict has no foundation other than suspicion and innuendo. The evidence is wholly insufficient to sustain any peculiar or irregular influence over respondent's husband, or any influence other than such as was incident to her position as leader of the society, in which all of them claimed to be, and no doubt were very much interested. "There is not the slightest evidence of any meretricious relationship. The evidence does not tend to prove that appellant endeavored to or did entice the respondent's husband away from her, either directly or indirectly." As to the \$100,000 verdict, the court remarks that "this great and, to the jurors, most inexpensive generosity" does not have the sanction of the law. The decision is signed by Justices Conroy, Shaw and James of the district court of appeals at Los Angeles. The transcript sent them for review filled two volumes.

## WARNING Automobile Owners

You may be a careful driver? But remember there are lots of drivers dead or crippled who had the right of way.

Protect yourself and your family from the road hog who takes the inside of the turn on high—

**AUTOMOBILE, LIFE, ACCIDENT, FIRE POLICIES**

**The Baldwin Bank, Ltd.** Kahului Insurance Department Wailuku

**PHOTO STUDIOS**  
A. Kutsunai, Kahului  
Kodak Developing and Printing  
Enlarging  
Formerly S. S. Kobayashi Store  
N. Kutsunai, Lahaina

**S. MAKINO**  
HARNESS AND SHOEMAKER  
Latest model Landis' Stitching Machine. We repair Shoes While You Wait  
Market St. Wailuku, Maui

Clothes left with us for more than three months and not called for will be burned or otherwise destroyed. Customers who change their address will please let us know.

**KATO CLOTHES CLEANING SHOP**  
Wailuku, Maui.



With an **Autographic Kodak**

the date and title may be written on each film at the time the picture is made.

This autographic feature is exclusively Eastman—and every Kodak has it. Photography expensive? Look at the price tags in our Kodak window—or better still look over the line. Expensive? You never got such lasting pleasure at so small cost.

Kodaks \$8.00 up  
Brownies \$2.00 up

**Honolulu Photo Supply Co.**  
Everything Photographic  
Kodaks—Films—Finishing  
Framing  
1059 Fort Street, Honolulu

## TIME TABLE—KAHULUI RAILROAD CO.

Daily Passenger Train Schedule (Except Sunday)  
The following schedule went into effect November 18, 1918.

| TOWARDS WAILUKU |      |      |      |      | TOWARDS HAIKU |                        |          |      |      |      |      |      |   |
|-----------------|------|------|------|------|---------------|------------------------|----------|------|------|------|------|------|---|
| 9               | 7    | 5    | 3    | 1    | Distance      | STATIONS               | Distance | 2    | 4    | 6    | 8    | 10   |   |
|                 |      |      |      |      | Miles         |                        | Miles    |      |      |      |      |      |   |
| P               | M    | P    | M    | A    | M             | A                      | M        | A    | M    | P    | M    | P    | M |
| 5:33            | 3:30 | 1:25 | 8:35 | 6:35 | 15.3          | A. Wailuku. I          | 0        | 6:40 | 8:40 | 1:30 | 3:35 | 5:38 |   |
| 5:23            | 3:20 | 1:15 | 8:25 | 6:25 |               | L. " " " " " "         |          | 6:50 | 8:50 | 1:40 | 3:45 | 5:48 |   |
|                 |      |      |      |      |               | Kahului " "            |          |      |      |      |      |      |   |
| 5:20            | 3:17 |      | 8:20 | 6:20 | 12.0          | A. " " " " " "         | 3.3      | 6:52 |      | 1:42 | 3:47 |      |   |
| 5:10            | 3:07 |      | 8:10 | 6:10 |               | L. " " " " " "         |          | 7:02 |      | 1:52 | 3:57 |      |   |
|                 |      |      |      |      |               | " Spreck- " " " " " "  | 6.9      |      |      |      |      |      |   |
| 5:09            | 3:05 |      | 8:08 | 6:08 | 8.4           | A. elsiville. I        | 7.03     | 7:03 |      | 1:53 | 3:58 |      |   |
| 5:00            | 2:55 |      | 8:00 | 6:00 |               | L. " " " " " "         | 9.8      | 7:12 |      | 2:05 | 4:10 |      |   |
|                 |      |      |      |      |               | " Paia " " " " " "     |          | 7:15 |      | 2:07 | 4:12 |      |   |
| 4:58            | 2:53 |      | 7:57 | 5:57 | 5.5           | A. " " " " " "         |          | 7:20 |      | 2:14 | 4:19 |      |   |
| 4:52            | 2:47 |      | 7:52 | 5:52 |               | L. " " " " " "         |          |      |      |      |      |      |   |
|                 |      |      |      |      |               | " Hama- " " " " " "    | 11.9     |      |      |      |      |      |   |
| 4:51            | 2:46 |      | 7:50 | 5:50 | 3.4           | A. kuapoko. I          | 7:22     | 7:22 |      | 2:15 | 4:20 |      |   |
| 4:45            | 2:40 |      | 7:45 | 5:45 |               | L. " " " " " "         |          | 7:30 |      | 2:23 | 4:28 |      |   |
|                 |      |      |      |      |               | " Pauwela. " " " " " " | 13.9     |      |      |      |      |      |   |
| 4:44            | 2:29 |      | 7:44 | 5:44 | 1.4           | A. " " " " " "         | 7:32     | 7:32 |      | 2:25 | 4:30 |      |   |
| 4:40            | 2:35 |      | 7:40 | 5:40 | 0             | L. Haiku. A            | 15.3     | 7:36 |      | 2:30 | 4:35 |      |   |

## PUUNENE DIVISION

| TOWARDS PUUNENE |      |          | TOWARDS KAHULUI |          |           |           |
|-----------------|------|----------|-----------------|----------|-----------|-----------|
| 3               | 1    | Distance | STATIONS        | Distance | 2         | 4         |
|                 |      |          |                 | Miles    | Passenger | Passenger |
| PM              | AM   | Miles    |                 | Miles    | AM        | PM        |
| 2:50            | 6:00 | .0       | L. Kahului. A   | 2.5      | 6:22      | 3:15      |
| 3:00            | 6:10 | 2.5      | A. Puunene. L.  | .0       | 6:12      | 3:05      |

1. All trains daily except Sundays.  
2. A Special Train (Labor Train) will leave Wailuku daily, except Sundays, at 5:30 a. m., arriving at Kahului at 5:50 a. m., and connecting with the 6:00 a. m. train for Puunene.  
3. BAGGAGE RATES: 150 pounds of personal baggage will be carried free of charge on each whole ticket, and 75 pounds on each half ticket, when baggage is in charge of and on the same train as the holder of the ticket. For excess baggage 25 cents per 100 pounds or part thereof will be charged.  
For Ticket Fares and other information see Local Passenger Tariff I. C. C. No. 12 or inquire at any of the Depots.

**TYPEWRITER SECOND SHEETS**

Just the thing for use in schools and specially adapted to meet the needs of scholars. They are cut in letter size of white or yellow paper and are offered at \$1.00 a ream. They're a money saver.

**MAUI PUBLISHING CO. LTD.**