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JAMES J. JARVES, EDITOR.

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I am prepared to receive proposals for erecting
buildings, at either of the above branches
of business, at his old stand, in Honolulu. Contractors
who favor him with proposals may be assured of
his immediate attention to the same, and that his
estimates will always be upon terms as reasonable
as can be obtained at any other establishment. His
facilities for building are unsurpassed, and his work-
men all of the first order. Any work entrusted to
his care, will be warranted to fully meet his obli-
gations.

C. W. V. has in connection with his other
business a large supply of very superior California,
Columbian River and American Lumber, suitable for
all branches of building, which will be disposed of on
reasonable terms.
Also, a large lot of ready made doors, door frames,
window frames, sash, blinds, &c., &c., to which he
warrants the attention of the public.
N. B.—Coral Stone will be furnished, if required,
at rates sufficiently low to ensure satisfaction.

HENDERSON & CAMPBELL,
DRAPERS AND TAILORS, keep
constantly on hand a superior assortment of Broad-
cloths, Cassimeres, Vestings, &c., &c., which they
are prepared to make up to order, in the most ap-
proved styles. They will also attend to the making
and trimming of garments from materials purchased
elsewhere. In all cases they will exert their best
efforts, in default of which the damage will be made
good.

H. & C. have just received the latest Parisian,
London and United States' fashions, which the pub-
lic are respectfully invited to call and examine.
They have also made arrangements with celebrated
tailors, to be at the service of the public, at all
times, on the semi-annual fairs of Fashion.
N. B.—Four Journeymen Tailors wanted. To
assist in steady habits, and masters of their business,
constant employment and good wages will be given.
my 22

Z. BENT & CO.,
HOUSE CARPENTERS, would respect-
fully inform their friends and the public that they
are prepared to execute orders in their business
in a thorough, workmanlike manner, at the shortest
notice, and on the most reasonable terms.
They are prepared at all times to contract for
building, and persons entrusting work to their care
rest assured that it will be executed in a manner
to ensure entire satisfaction, as they are enabled
to attend to it personally.
Lumber and building materials supplied at the
lowest market prices.
American manufactured Sash, Blinds and Door
frames on hand and for sale.
All orders promptly executed. my 29

SAMUEL RAWSON,
CLOCK AND WATCH MAKER.
I would inform the public, that he has establish-
ed himself in Honolulu for the purpose of carry-
ing on the business of repairing and cleaning
Watches, Clocks, and fine Jewellery.
He has lately received superior sets of tools
of the most approved styles and finish, and he hopes
that by assiduous endeavors to please, and punctu-
ality in executing orders, to merit a share of public
patronage.
For sale a great variety of lunette, plain and
double tint glasses, watch springs, chains, verges,
&c., &c.
Shop directly opposite the residence of Dr.
Wood. my 22

THE "BLONDE,"
JOSEPH BOOTH, Proprietor
and keeper of the above named House,
would respectfully inform the public and the public
generally, that the "good cheer" he
has ever endeavored to accommodate them with
will be amply provided for the future. Superior Wines,
Spirits and Malt Liqueurs, excellent cigars and an
accomplished barkeeper, he hopes will insure him
a continuance of that patronage he has ever en-
deavored to deserve.
The usual evening amusements will be continued
as heretofore, and all are invited to participate in
them. Gambling, quarreling and fighting are abso-
lutely prohibited. my 22

GEORGE RISELY,
BUTCHER AND GENERAL
MEAT SALESMAN, begs leave most
respectfully to inform the residents
of Honolulu and shipmasters generally,
that he has taken the stand owned by Mr.
French, and lately occupied by Messrs. Robinson
& Co., where he is determined to sell none but
the best of meat, and trusts that by cleanliness and
strict attention to his business he may merit a share
of public patronage.
G. R. trusts nothing shall be wanting on his part
to give satisfaction to those whom he may have the
honor to serve.
N. B. Or Tongues and Corned Beef cured in a
superior manner. my 22

THE "TELEGRAPH,"
MCDUFF & FRIEL take this
method of returning thanks to their nu-
merous patrons for past favors, and would
remind the public that their late supply
of Liqueurs are of a very superior quality, and will be
served up as heretofore, by men of long experience
in the business, thereby ensuring the greatest satisfac-
tion.
M. & F. hope by personally attending to their
business, to merit a continuance of that liberal pa-
tronage they have so long enjoyed.
N. B.—Two superior Bowling Alleys attached.—
The usual evening amusements will be continued.
my 22

NOTICE.
JAMES ROBINSON & CO.
having opened their new Butcher Shop
on the new wharf opposite the Custom
House, respectfully inform their
friends and former customers, that they will be able
to supply them with the best BEEF the islands af-
ford, at the usual prices. my 22

SUGAR AND MOLASSES.
The subscriber is constantly making, and
has on hand, a superior quality of molasses and
brown sugar, for sale cheap for cash or approved
notes. Apply to
W. M. McLANE, or to
McKean, Maui, 1846. J. T. GOWER.

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Handbills, Consular Blanks,
Bill Heads, Blank Deeds,

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With neatness and despatch, on liberal terms.

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WANTED—Government or Whaler's Bills on the United
States, England or France, for which money will
be advanced on the most favorable terms.

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Exchange on the United States, England and France.

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General Commission Merchants,
O. P. RICKER, HONOLULU, OAHU, H. I.
M. JOHNSON, HONOLULU, OAHU, H. I.

WANTED—Bills on the U. States, England and France,
for which money will be advanced on liberal terms.

E. & H. GRIMES,
General Commission Merchants,
HONOLULU AND SAN FRANCISCO,
ELIAS GRIMES, H. I. ISLANDS AND CALIFORNIA.
WANTED—Bills of Exchange on the United States,
England and France, at the usual rates.

WALDO & CO.,
Ship Chandlery and General Merchandise,
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Merchant Tailor.
(Establishment opposite the Seaman's Chapel.)
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A large assortment of Broadcloths, Cassimeres, Vestings,
Cassimeres and Linen Drillings, constantly for sale.
Garments made at short notice, in latest fashion.

C. W. VINCENT,
HOUSE CARPENTER AND JOINER,
HONOLULU, OAHU, H. I.
Building and Jobbing executed at short notice on the
most reasonable terms.

PELLEY & ALLAN,
Agents for the Hudson's Bay Company,
GEORGE PELLEY, HONOLULU, OAHU, H. I.
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General Commission Merchant,
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G. REODES, HONOLULU, OAHU, H. I.
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ISRAEL H. WRIGHT,
PAINTER, GILDER AND GLAZIER,
HONOLULU, OAHU, H. I.
Will execute with neatness and despatch, House, Sign,
Coach, Ship and Ornamental Painting.

JOHN J. CARANAVE,
IMPORTER OF EUROPEAN GOODS,
Ship Chandlery and General Merchandise,
HONOLULU, OAHU, H. I.
[At the store formerly occupied by E. & H. Grimes.]

J. WYDLER,
SIGN AND ORNAMENTAL PAINTER,
HONOLULU, OAHU
Transparent Window Shades and Ornamental Painting
Executed with neatness and despatch.
Orders to be left with Messrs. Ricker & Johnson.

WARD & SMITH,
General Commission Merchants for the Coast
of California,
FRANK WARD, SAN FRANCISCO.
W. M. SMITH, SAN FRANCISCO.

WOOD & PARKE,
CABINET MAKERS AND UPHOLSTERERS,
HONOLULU, OAHU, H. I.

SAMSING & CO.,
Importers and Dealers in China Goods,
HONOLULU, OAHU, H. I.
On hand and for sale, Sugar, Molasses, Tea and Coffee.
Families and Ships supplied with Bread, &c.

ISAAC MONTGOMERY,
DEALER IN GENERAL MERCHANDISE,
HONOLULU, OAHU, H. I.
Ships supplied with Stock at the shortest notice.

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DEALER IN GENERAL MERCHANDISE,
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[Office over C. Brewer & Co's retail store.]

A. P. EVERETT,
DEALER IN GENERAL MERCHANDISE,
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[Office at the Counting Room of Everett & Co.]

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DEALER IN
SHIP CHANDLERY AND GENERAL MERCHANDISE,
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GENERAL COMMISSION AGENTS,
HONOLULU, OAHU, H. I.
Orders from other Islands promptly attended to.

HENDERSON & CAMPBELL,
DRAPERS AND TAILORS.
(Corner of Broadway and Fort Streets.)
THOMAS HENDERSON, HONOLULU, H. I.
JAMES CAMPBELL, HONOLULU, H. I.

JOHN R. JASPER,
Attorney at Law and Solicitor in Chancery,
HONOLULU, OAHU, H. I.
(Office on the upper floor of the Honolulu House.)

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HONOLULU, OAHU, H. I.
Ships supplied with recruits at the lowest market price,
for Cash or Bills on the United States or Europe.

CORNELIUS HOYER,
DEALER IN
General Merchandise & Hawaiian Produce,
HILO, HAWAII.
Wholesale supplied with recruits on favorable terms, in
exchange for Bills or Goods adapted to the market.

Published by Authority.

The public being deeply interested in
the awards made by the Board of Commis-
sioners to quiet land titles, we are happy to
be able to submit to their perusal this week,
several, with which the President has fur-
nished us.

CLAIM NO. 1—JOHN VOSS.

This seems to be a clear case, coming un-
der the 4th Rule of this Board, being found-
ed upon a lease executed by M. Kekuanooa,
Governor of Oahu, who sets up no counter
claim to the ownership; admitting that the
lease was an executive official transaction,
and that the land in question, though bought
by himself, was paid for with Government
money, entrusted to him for official uses.—
This statement is corroborated by the evi-
dence of Mr. Judd, at present His Majesty's
Minister of Finance. There can be no doubt,
therefore, that the title is in Government
money unencumbered, except by the residue
of Voss' lease, which will expire on the
31st March, A. D. 1865; up to which time,
the lessee should pay to Government—the
real lessor—the rent of \$35; reserved nomi-
nally to M. Kekuanooa.

But it is in evidence that the dimensions
of the leasehold were greater at the time of
the contract, by 3 feet, extending into the
street, which at present forms its North
Westerly boundary, and intersects Chapel
street. These 3 feet were, a short time
after the date of the lease, 31st March, 1810,
taken from the lessee, and appropriated to
the public use; a power universally exercised
for the good and convenience of the mass of
the people, and which resides in every gov-
ernment, even without declaratory statutes.
Yet, although this right is unquestionably in-
herent, it is never exercised in any enlight-
ened and free government, without awarding
just compensation for what was taken.

Chapter 5th, of the laws passed in Nov.
11, 1810, contemplates just remuneration in
such cases. This is likewise contemplated
by act 1, chap. 3, part 1st, of the act to or-
ganize the executive departments; now con-
stituting part of the declared civil code of
this Kingdom, and as such, a measure of
what should be considered just by us. These
several statutes should not, legally speaking,
be considered *ex post facto*—for Chief Justice
Marshall, in the Supreme Court of the U.
States, (Calder et al. v. Bull, et al., 3 Dallas,
R., 307,) thus defines the meaning of the
words *ex post facto*, as applicable to retroac-
tive legislation: "Ex post facto laws have an
appropriate signification; they extend to
penal statutes, and no further; they are re-
stricted in legal estimation, to the creation,
and perhaps, enhancement of crimes, pains
and penalties." A law for the benefit and
relief of the person whose case comes within
its purview, is not *ex post facto*, but remedial
and beneficial. The course pointed out by
our statute above referred to, for awarding
the legal compensation, would be the proper
one for the case now under consideration, if
the parties did not appear from the testimony
to have agreed upon a compromise. This
being the case, such agreement is as much
a contract as the lease, and should be ful-
filled by the Minister of the Interior, who
has succeeded to the rights and duties of the
Governor under this land.

The compromise proposed, appears to
have been an extension of the lease to 50
years from the date of the old one; and the
evidence goes to show, that the claimant
would be glad, in consideration of what was
taken from him, to receive at present such
extension for 50 years, at an increased rent
of \$45 per annum.

There do not appear to be any private na-
tive rights of occupancy in said land.
We accordingly confirm said land, in-
cluded within the annexed metes and bounds,
to His Excellency, the Minister of the In-
terior, for the use of the Hawaiian Govern-
ment, subject only to the unexpired term of
John Voss' lease—being 15 years from 31st
of March, 1817; and subject to the equita-
ble right of said John Voss to an extension
as above stated, upon an increase of rent, as
also above stated, which extension we recom-
mend to His Highness the Minister of the
Interior.

Description of the land confirmed above,
according to the field notes of a survey made
by Theophilus Metcalf, dated 26th March,
1816:
"Commencing at a North corner of said
lot at intersection of Hotel and cross street,
leading from Wm. French's makai, 32 links
from the South corner of Geo. Bush's lot,
diagonally opposite, and 67 links from
corner of lot opposite, on the West, and run-
ning S. 69° E. 1 chain 59 links, along Ho-
tel street to East corner of lot measured.—
Thence S. 35° 15 West, 72 links to well-
house belonging to premises measured.—
Then offset 5 links to left, to East corner of
well-house. Thence S. 41° 15 West, 1
chain to M. Beckley's lot, also South corner
of lot measured. Thence N. 46° 15 West,
1 ch. 74 links to cross st. Thence N. 46° 15
East, 1 ch. 5 links along cross st. to place of
commencement—including an area of, Rods
37, Links 197, according to annexed dia-
gram.

It is competent to the claimant to commute
his leasehold with the Minister of the In-
terior; pursuant to 2d K. III., chap. 7, art.
4th, sec. 10; upon appraisement to be or-
dered for that purpose.

CLAIM NO. 2—ROBERT KILDAY.

The facts in this case, collated from the
testimony of the several witnesses examined
by this Board, are in substance, these:—
Robert Boyd deposed that the land in
question called Pualoalo, was joined at the
Westward by Piko'i's land, at the S. and E.
by Namaanu, called Kaohokane; at N. and
E. by a land called Kaaleo, owned by Kini-
maka; and at the S. by a road leading by the
road from Honolulu to Nuuanu. He sup-
posed the length and breadth of it to be
equal—600 feet East to West, and the same
North to South.

Mr. Boyd arrived in 1823, and Kilday was
then in possession of it. He has known him
to have lived on it 16 years, and has known
before that time.
Kekuanooa stated that the land was given
in 1825, and that Kilday was the King's
Tailor before the death of Kamehameha II.,
but he has not occupied it the entire time.
Mr. Boyd knew Kilday had a house built
upon it in 1823, and has had several build-
ings on it since. He has lived on it ever
since, with the exception of intervals, when
he followed the King; which were 5 or 6
months at a time. Kilday has lived steadily
on it during the last 14 years; he was the
King's tailor. Mr. Boyd understood Keike-
owa to have given him this land in the name
of the King, and that the land was called
Boki's. He does not know who that land
belonged to.

Kekuanooa stated, the land was given him
by the King, but that it was necessary his
guardians should co-operate with him, who
were Kalaimoku and Kaahumanu, to render
the gift valid; he being at the time only 12
years of age—Paki testified to the same.

Mr. Boyd stated, the common usage, for-
merly, to admit of capricious bestowments
and reversals.
Kekuanooa stated that occupancy could
not confer proprietorship.
Mr. Boyd said there are tenants on the
land belonging to relations of Kilday's wife;
one named Kaneahu, was living on the land
when Kilday first obtained it; three others
are put on it by Kilday; Kaneahu has put up
a house with his sufferance, and has two taro
patches. They pay a rateable proportion of
the land tax to Kilday.
Kekuanooa thought the real rights of Kil-
day are small compared with those of the
tenants. Kilday has two taro patches, but
the tenants owned the greater part. He
thought, after deducting the rights of the
tenants, the half of the remainder should be-
long to the King. He thought the two taro
patches the whole of what belonged to Kil-
day, in strict right; uncultivated lands be-
long to the Government, the principal part
should belong to the King.
Paki stated, if he should buy out the rights
of all his tenants, and should divide his
share with the King, he should consider a
third to be the King's due. He had known
no harm of the claimant; he made clothes
for the King, as also was testified by Keku-
anooa.

Mr. Boyd stated that two attempts had
been made to dispossess Kilday; one in 1823,
by Keikeowa, and the other in 1834, by
Haalilio, both of which the King resisted;
because he thought it would be an act of in-
justice. Mr. Boyd understood the land was
first given in remuneration for Kilday's ser-
vices. Mr. Boyd has conversed with the
King, and never heard him deny this gift,
or express any wish to reverse it.

Kekuanooa stated, that for the sake of
propriety, a landlord would not turn a tenant
off without a fault, for which, he would im-
mediately dispossess him if committed. He
heard that Kilday had been paid for his work,
independently of this land, though he does
not know that the King gave him any thing.
Haalilio's reason for attempting to dispos-
sess him, was because he refused to do work
for the King without payment. No other
persons would be injured but the King, upon
the title to this land being given to Kilday.

Mr. Boyd stated, the fish ponds are situ-
ated about 2 miles from the land, but are con-
sidered appendant to it; they belonged natu-
rally to the place; according to old usage they
must be used as fish ponds, they cannot be
filled up.

Robert Kilday said he is a British subject,
and came here from the North West coast
in the Volunteer, American vessel. He was
invited by Mr. Pitt and Hopu, who came on
board, to go on shore and live with the young
Prince. He did so; and after going with
him to Maui and returning, Mr. Pitt and Boki
gave him this land under the King, and he
immediately commenced working for the
King, and went about with him wherever he
went. He has made his principal clothes for
him when a boy, and different articles since,
and also for the soldiers. He never paid
rent, but paid the land tax. Government
did not allow him to pay any till lately.—
From about 1829 he has paid tax in hops or
money, of about \$9 amount. Since the first
law relating to the land he has paid the high-
est rate for it.

From all which, it appears, that since, ad-
ditionally speaking, these lands pertained to
the Crown, at the time they were verbally
conferred by the reigning Prince during his
minority, though without the consent of his
Guardians; yet it seems no one would, in
the language of Kekuanooa, be injured, by con-
firming Kilday's right, except the King. Ac-
cording to the received usage of civilized na-
tions, against which there is no positive na-
tive usage, to the contrary, "most of the
acts of infants are voidable only, and not ab-
solutely void; and it is deemed sufficient if
the infant be allowed, when he attains to ma-
jurity, the privilege to affirm or avoid, in his
discretion, his acts and contracts made in in-
fancy."—2 Kent, 231.

This doctrine seems to apply with more
force to cases of royal private transactions,
based upon royal private property, than to
those of other parties, and this Board is dis-
posed in all such cases to honor the royal
discretion. It appears from the testimony
that in two distinct instances, one as late as
1834, the King having attained majority, so
far from avoiding his infantile act, deemed it
unjust to disturb the claimant's possession,
and by reference to the authority of foreign
cases, it is clear, that slight acts and circum-
stances, have always been deemed sufficient
ground from which to infer assent.—8 and
503, Taunt; 35 and 503, Com. Dig. title,
'Infant,' chap. 3, 5, 9, 11.

The act of assent in this case, was not
circumstantial, but positive, and the King's
minority should not be urged as a reason
against the claimant.

This claim comes plainly within the pur-
view of the 1st rule established for the gov-
ernment of this Board. The claimant has
been in continuous possession for a series of
years anterior to the 7th June, 1839. He
has occupied, built upon, and otherwise im-

proved the land of which he was originally
put in possession, on account of past and
current services.

There appears, however, to be a counter
claim to some portion of this land in the
person of Namaanu, but by private agree-
ment between Namaanu and claimant, Nama-
anu has postponed his rights under this ad-
judication, reserving them for future con-
tingency. Our decision is therefore to be un-
derstood subject to the inchoate rights of
Namaanu.

There appears to be three native tenants
exclusive of Kilday's wife, whose possessory
right in the land must, by the law of the 7th
June, 1839, be respected.
The law does not preclude the claimant
from compounding with these tenants, and
thus extinguishing their right of possession
at any time.

We accordingly confirm to Robert Kilday
said land, included within the metes and
bounds ascertained by T. Metcalf, Esq.,
Surveyor, on the 20th and 23d of March,
1840, as follows:

SURVEY OF PUALOALO.
"Commencing at a stake at East corner,
75 links west of road leading to Nuuanu
Valley; also on the North side and beside a
mud wall and running N. 51° 45 West, 6
chains 80 links to stake in middle of rivulet,
8 links Easterly, of a large firm rock.—
Thence S. 47° 45 West, 16 chains 53 links
along said rivulet to top of a rock at an an-
gle of rivulet. Thence S. 31° 30 West, 3
chains 94 links to stake at West corner of
lot measured. Thence S. 49° 30 E., 5 chs.
55 lks. to stake at S. corner. Thence N. 43°
E., 10 chs. 47 lks. running along nearly par-
allel with road to place of commencement;
including an area of 7 acres 74 rods and 25
links."

SURVEY OF PUALOALO, HONOLULU.
"Commencing at the West corner at a
stake 75 links S. and E. from the South
corner of Peh'u's lot, it being also at the
East corner at the intersection of roads, one
leading from stone church (Mr. Bingham's)
out in a S. and Easterly direction; the other
running in direction of the Northern bound-
ary of lot measured, and intersecting road
leading from stone church to Waikiki, West
of Mission Station, and running S. 33° E.,
4 chains 66 links along East side of road
leading from stone church out in a South and
Easterly direction to stake. Thence North
55° E., 4 chains along middle of bank, di-
viding fish pond to stake. Thence N. 17° 15
West, 4 chains and 17 links to road. Thence
S. 62° 15 West, 5 chains and 15 links along
road to place of commencement; including
an area of, Acres 1, Rods 154, Links 371.

and award to him a freehold less
than allodial, which may be conferred in fee
simple to Robert Boyd, the claimant's sub-
stitute, who is a Hawaiian subject, upon the
payment of the commutation of \$433 33,
being the third part of the unimproved value
of the property above described, as ascer-
tained by Messrs. Paty, VonPister and
Hooliomanu, the commissioners appointed
by this Board, on the 5th April, 1816."

CLAIM NO. 4—GEORGE PELLEY.

This claim is of simple complexion. It
comes under the first rule established for the
Government of this Board.
The facts are well attested, and are briefly
these: Wm. Pitt (Karaimoku) some time in
the year 1823, or 1824, in the usual verbal
loose way of the country, gave James Rob-
inson a plot of ground, comprising the site
of this claim. Robinson occupied, enclosed
and improved it, for 6 or 7 years, and sold
the portion described below for \$400 to
Richard Ridley, on 2d August, 1830, as ap-
pears from an original bill of sale on file.
On 6th of February, 1835, Ridley sold
the same Premises to George Pelly for the
consideration of \$700, of which there is
documentary evidence on file. The claimant
has ever since resided on the premises,
and greatly added to and improved them,
by building and otherwise; but without other
title than what could be derived from the original
verbal permission given by Karaimoku to
James Robinson, in accordance with the na-
tive custom, viz: the tenure of the country,
as explained in the principles adopted by this
Board.

There are no private native rights of oc-
cupancy in this plot, the boundaries of which
have been ascertained and demarked by T.
Metcalf, on the 27th of March, 1846, as
follows:

"Survey of Geo. Pelly's dwelling house
lot in Honolulu, commencing at South West
corner of lot measured, being the North
East corner at the intersection of Branch
street, on West side of this lot and Hotel
street, 23 links from corner of Alex. Adam's
lot on opposite side of Branch street, and
running N. 31° 15 East, 2 chains 57 links
along Branch street to corner of John Ned-
dies' lot. Thence S. 49° 30 East, 71 links
along boundary line between this lot and
John Neddies' lot to slight angle. Thence
S. 47° 15 East, 1 chain 9 links to N. West
corner of George Bush's lot. Thence S.
43° 15 West, 2 chains 17 links along bound-
ary line between lot measured and George
Bush's Hotel street. Thence N. 61° 45 W.,
63 links along Hotel street to slight angle.
Thence N. 62° West, 71 1-2 links to place
of commencement; including an area of,
rods 53, links 131.

We therefore confirm the claimant's right
to a freehold estate in the premises, less
than allodial.

CONSULS ABROAD.—In a very excellent
account of "British Consuls Abroad," by Mr.
Robert Fyne, who has himself visited nearly
all the stations in Europe and the Levant,
there are some most useful details of the
duties and jurisdiction of those important
functionaries, of which it is essential, more
especially, that every merchant and ship owner
should be fully cognizant. Among a mass
of interesting information the author reminds
us that—
"A consul must watch and protect British
trade and interests, and respect the prohibi-
tions to export or import any article, as well
on the part of the state wherein he resides,

as on that of the government which employs
him, so that he may admonish all British sub-
jects against carrying on an illicit commerce
to the detriment of the revenues and in vio-
lation of the laws of either. It is his duty
to attend diligently to this part of his office,
in order to prevent smuggling, and consequ-
ent hazard of confiscation or detention of
ships, and imprisonment of the masters and
crews. It is his duty