The Polynesian.

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THE POLYNESIAN

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EDWIN O. HALL, EDITOR.

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" " each continuance,..... 25
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Cards, Notices, &c., not exceeding one half square, by the year,.....5 00
Cards, Notices, etc., not exceeding one square,.....8 00
Yearly advertising, not exceeding one half column, 30 00
" " " " column, ...60 00

☞ Yearly advertising limited to the advertiser's own business.

LEGAL ADVERTISEMENTS.—Twenty-five cents per line for the first insertion, and six and one fourth cents for each subsequent insertion.

☞ Subscription to the Polynesian is payable INVARIABLY IN ADVANCE.

☞ No transient advertisements will be inserted, UNLESS PREPAID.

BUSINESS CARDS.

Importers & Commission Merchants.

C. A. ALDRICH, C. R. BISHOP.
ALDRICH & BISHOP.
Importers and Dealers in General Merchandise.
Honolulu, Oahu, S. I.
Island Produce bought and sold. Agents for the sale of the products of the Lihue Plantation.-35-tf

CYRUS W. JONES & CO.,
Dealers in Wines and Liquors,
Swan & Clifford's Building, foot Kaahumanu Street. 40-1y

FREDERIC OGDEN,
Importer and general Commission Merchant,
HONOLULU, OAHU, HAWAIIAN ISLANDS.
Wanted Bills of Exchange on England, France, and the United States.
N. B.—Money advanced on vessels bound from this port to Sydney, or other parts of the Australian Colonies. 35-tf

IRA RICHARDSON,
Dealer in Ship Chandlery, Hawaiian Produce, and General Merchandise,
Corner of Queen and Nuuanu streets, Honolulu, Oahu, H. I. 34-tf

B. F. SNOW,
Importer & Dealer in General Merchandise, Honolulu, Oahu, Hawaiian Islands.
☞ Bills of Exchange on foreign countries wanted. -35-tf

ROBERT C. JANION,
Merchant and Commisson Agent,
Honolulu, Oahu, H. I. 35-tf

H. HACKFELD & CO.,
General Commission Agents and Ship Chandlers,
Honolulu, Oahu, H. I. 35-tf

J. C. SPALDING,
Commission Merchant and Importer,
Honolulu, Oahu, H. I.
Wanted, bills of Exchange on the U. S. and Europe. Consignments from abroad promptly attended to. Island produce of all kinds taken in Exchange for goods.-35-tf

AHUCHEW. AHPONG,
C. P. SAMSING & CO.,
Dealers in China Goods,
Honolulu, Oahu, H. I.
On hand and for sale, Sugar, Molasses, Tea and Coffee. 35tf

L. S. SWAN, O. G. CLIFFORD.
SWAN & CLIFFORD,
Ship Chandlers and General Agents,
Honolulu, Oahu, S. I. 35-tf

JAS AUSTIN, WM. BACLE
AUSTIN & BACLE,
Dealers in General Merchandise.
Honolulu, Oahu, S. I. 35-tf

VINCENT GRENIER,
Importer & Commission Merchant,
Nuuanu Street, Honolulu.
VINCENT GRENIER, Proprietor, Bordeaux. J. J. CARANAVE, Agent, Honolulu

CHARLES BREWER,
Commission Merchant,
Boston, U. S.
☞ Refer to MAKEE, ANTHON & Co. and R. W. WOOD.-35-t

C. BREWER 2d,
General Commission Merchant.
Honolulu, Oahu, S. I.
Money advanced on favorable terms for Bills of Exchange on the United States, England, or France.-35-tf

THOS. SPENCER,
Ship Chandler and Commission Merchant.
Honolulu, Oahu, S. I.
Ships supplied with refreshments, provisions, &c. at the shortest notice, on reasonable terms. WHALERS BILLS WANTED.-35-tf

SAM'L N. CASTLE, AMOS S. COOKE.
CASTLE & COOKE,
Importers and Wholesale and Retail Dealers in General Merchandise,
At the old stand, corner of King and School streets, near the large Stone Church.—Also, at the Store formerly occupied by C. H. Nicholson, in King St., opposite the Seamen's Chapel. 35-tf

HENRY ROBINSON. HENRY RHODES.
ROBINSON & RHODES,
Importers, and Wholesale Dealers in Wines, Liquors, Cigars, &c.
R. & R. intend keeping a large and well assorted stock of the best quality at the lowest possible prices, and for this purpose Mr Rhodes will remain in San Francisco for a considerable period to select, with his well known good taste and judgment, the best that market affords, previous to his visiting England to make permanent arrangements for future supplies.-35-tf

GUST. C. MELCHERS, GUST. REINERS.
MELCHERS & CO.,
Commission Merchants and Ship Chandlers,
Honolulu, Oahu, S. I.
Stone Store, corner of Kaahumanu and Merchant sts. Money advanced on favorable terms for Whaler's Bills on the United States and Europe. 35-tf

R. VON HOLT. C. TH. HEUCK.
Von HOLT & HEUCK,
General Commission Merchants.
Honolulu, Oahu, S. I. 35-tf

W. N. LADD,
IMPORTER AND DEALER IN HARDWARE,
Fort Street, Honolulu. 44 tf

P. MICHEL,
Dealer in General Merchandise.
Honolulu, Oahu, S. I.
At the French Store corner of Nuuanu and Marine st.-35-tf

G. H. GULICK, A. K. CLARK.
GULICK & CLARK,
Importers and Commission Merchants,
King st., Honolulu, Oahu, S. I. 35-tf

J. WORTH,
Dealer in General Merchandise,
Hilo, Hawaii.
Ships supplied with Recruits at the shortest notice, on reasonable terms. Bills of Exchange wanted tf-5

ERNST KRULL. EDUARD MOLL.
KRULL & MOLL,
Importers and Commission Merchants.
Stone store, French's Yard. 18--tf.

R. COADY, J. C. BULLIONS.
R. COADY & CO.,
Ship Chandlers & Commission Merchants.
Honolulu, Oahu, S. I.
Ships supplied with refreshments, provisions, &c., at the shortest notice, on reasonable terms. N. B.—Wanted, whalers' bills on the U. S, or Europe, for which money will be advanced on favorable terms. 35-tf

BUSINESS CARDS.

WHOLESALE & RETAIL.

WILLIAM BOWDEN,
Ship Broker and General Agent.
Honolulu, Fort St. tf-2

RICE & CO.,
Auction and Commission Merchants.
Honolulu, Oahu, S. I.
☞ JOHN F COLBURN, Auctioneer.-35-tf

FELDHEIM & CO.,
Importers and Commission Merchants,
Queen st., Honolulu, Oahu, S. I. 35-tf

J. W. RIXMANN & CO.,
Merchants, Honolulu, Oahu, S. I.,
Nuuanu St. one door above King St. 21-1y

B. PITMAN.
Ship Chandler and Dealer in General Merchandise.
Byron's Bay, Hilo, Hawaii.
Ships supplied with general Recruits, Wood, &c., at the shortest notice, and most reasonable terms in exchange for bills or goods adapted to the market. Wanted, Whaler's bills on the United States or Europe, for which money will be advanced on favorable terms. N. B.—Storage for 3 or 4000 barrels taken at customary rates.-35-tf

B. F. BOLLES, S. HOFFMEYER.
B. F. BOLLES & CO.
Commission Merchants, Ship Chandlers and General Agents,
Lahaina, Maui, H. I.
Ships furnished with recruits. Whaler's Bills wanted on the U. S. and Europe. STORAGE.-35-tf

G. CLARK,
Dealer in Dry Goods, Clothing, &c.,
Hotel Street, Honolulu, S. I. 20-6m*

GILMAN & CO.,
Ship Chandlers and General Agents.
Lahaina, Maui, S. I.
Ships supplied with RECRUITS, STORAGE, and MONEY -35-tf

WILLIAM MAXWELL,
Butcher,
At Stalls Nos. 1, 2 and 4, in the New Market,
Will supply Ships and Families with the best of Fresh Beef, Mutton, Pork, &c., at the most reasonable rates.
☞ Stock and Vegetables supplied to Vessels at short notice. Corn Beef and Tongues put up to order. 43-3m

B. F. HARDER,
Butcher and Sausage Maker,
Honolulu, Oahu, S. I.
Would respectfully inform the Residents and Ship Masters that they can be supplied with the best Beef, Pork and Mutton at his establishment, the Rose Cottage Market, nearly opposite the Bethel, at the very lowest prices Families, Hotels and Boarding Houses can be supplied at any time of day with the best Sausages, Pork &c. Vessels supplied with Corned Beef and Live Stock on the shortest notice.-
Honolulu, Jan. 1, 1855.—35-tf

EDWARD KOPKA,
Working Jeweller,
Hotel-St., Opposite Mr. F. Spencer's Store.
All kinds of Jewelry made and repaired, at the shortest notice and on reasonable terms. 43-6m*

D. N. FLITNER,
Continues to repair Chronometers, at the old stand: accurate rates determined by observations of the sun and stars, with a transit instrument made by Roskell, Liverpool Particular attention given to fine watch repairing. Sextant and Quadrant glasses silvered and adjusted.-35-tf

H. PRENDERGAST, Agent of HAWAIIAN STEAM NAVIGATION COMPANY. Office on Merchant st, over Ruggles & Co. tf-26

C. H. NICHOLSON,
Merchant Tailor.
[Establishment opposite Seamen's Chapel,]
Honolulu, Oahu, H. I.
A large assortment of Broadcloths, Cassimeres and Linen Drillings, constantly for sale. Garments made at short notice, in latest fashion. 35-tf

J. FOX'S
Bakery and Grocery Store
Honolulu, Oahu, S. I.
Nuuanu street, between Chaplain and Hotel streets.-35-tf

T. MOSSMAN, T. MOSSMAN JR.
MOSSMAN & SON,
Bakers, Grocers and Dealers in Dry Goods.
Nuuanu St., Honolulu, Oahu, S. I. 35-tf

C. A. TANER,
Sail Maker, Honolulu, Oahu, S. I.
Has constantly on hand and for sale, hemp and cotton Canvass, Duck, Rigging, Patent Blocks, Needles, Old Sails and everything appertaining to the trade. Orders promptly attended to, and executed with quick despatch.

DANIEL JANNER'S
Restaurant Republic,
Meals at all hours, and with the best the market affords Mauna Kea street, 1 door below Liberty Hall.-35-tf

P. EMMERT
Lithographer.
PORTRAITS, Landscapes, Private Residences Maps, Plans, Bill-heads, Circulars, Labels, Business, Show, and Visiting Cards, neatly Lithographed and Engraved.
Portraits and Landscapes painted in Oil or Water-Colors. All orders neatly and promptly executed. Caranaves' Building, over Vincent Grenier, Nuuanu St., Honolulu. 29-tf

J. H. WOOD,
Boot and Shoe Manufacturer, Shoe and Leather Dealer.
Honolulu, Oahu, S. I.
At the Brick Shoe Store, corner of Fort and Merchant sts.35-t

BENJ. CARMAN,
ARCHITECT AND BUILDER.
In Nuuanu Street, (opposite the Commercial Hotel.) Plans and Specifications drafted; work done by the day or contract, or superintended at a fair per centage on the cost of building. 44-6m*
N. B.—All kinds of Job Work done on the shortest notice.

S. JOHNSON,
House Carpenter, &c.,
Successor to C. H. Lewers.
Work Shop on the premises adjoining the French Hotel. All orders punctually attended to and jobbing done on reasonable terms. Plans and specifications drawn to order. tf-23

FISCHER & JURGENS,
Cabinet Makers and French Polishers,
Hotel-St, opposite Government House. 43-6m*

STUART & RAHE,
Cabinet Makers and Turners,
Honolulu, Oahu, S. I.
☞ Successors to R. A. S. Wood, on Hotel street.-35-tf

JOHN FEY'S
Hat and Cap Establishment,
Honolulu, Oahu, S. I.,
Late of San Francisco, would respectfully inform the residents and visiters of Honolulu that he has opened a Hat establishment in Nuuanu st., one door above J. Fox's Bakery and Grocery Store, where may be found an assortment of fashionable hats.-1y-25

E. HEEREN,
Manufacturer of Soda Water and Syrups,
At Commercial Hotel, Nuuanu St.
tf-12

WM. WEBSTER,
Land Agent to His Majesty.
Office in the King's Garden, Beritania Street. tf-4

MORT & OPPENHEIM,
Commission Merchants.
Sydney, N. S. W. 35-tf

ATTORNEYS.

JOSEPH P. GRISWOLD,
Attorney at Law.
Office Kaahumanu Street, Honolulu, Oahu.-26-tf

J. E. CHAMBERLAIN,
Attorney at Law.
Office in the Court House. 45-tf

AUCTIONEERS.

M. C. MONSARRAT,
Auctioneer, Honolulu,
Oahu, S. I. 35-tf

HENRY SEA,
Auctioneer,
Over the Store of R. Coady & Co. 25-tf

G. D. GILMAN,
Auctioneer, Lahaina,
Maui, S. I. 41-tf

BUSINESS CARDS.

BANK OF
PAGE, BACON & CO.,
HONOLULU.
Drafts bought on the principal cities of the United States and England, also sight Exchange for sale in sums to suit.
PAGE, BACON & CO,
BANKERS, San Francisco.
PAGE & BACON,
BANKERS, St. Louis. 23-tf

PHYSICIANS.

CHAS. F. GUILLOU,
LATE SURGEON UNITED STATES NAVY,
Consular Physician to Sick American Seamen.
Office corner of Kaahumanu and Queen Streets, (up stairs;) Dwelling at Mr. J. Dudoit's, Beretania and Garden Streets.
Respectfully offers his professional services to resident families, to the shipping, and to strangers generally. Medical and surgical advice in English, French, Spanish, and Italian.
Office hours for the present, from 9 to 10 A M., and from one to 2 P. M. 41 tf

S. PORTER FORD,
Surgeon and Physician,
Kaahumanu st., Honolulu, Oahu, S. I.
N. B.—Particular attention given to the treatment of diseases of the eye and ear.-35-tf

JAMES O'BRIEN,
Surgeon and Physician,
Office in Fort St. 3 doors below the corner of Hotel St. and opposite the Store of R. G. Davis.
☞ Particular attention paid to Chronic diseases. 12-tf

GEO. A. LATHROP,
Physician and Surgeon,
Honolulu, Oahu, S. I,
Office at the Market Drug Store. Residence corner of Fort and Beretania sts., next above the Catholic Church.

G. P. JUDD, M. D.,
Physician and Surgeon,
Honolulu, Oahu, S. I.
Office corner of Fort and Merchant streets. Office open from 9 A. M. to 4 P. M.-35-tf

E. HOFFMANN.
Physician and Surgeon,
Office in the New Drug Store, Corner of Kaahumanu and Queen Sts., Makee & Anthon's Block. Open day and night. tf 11

C. H. WETMORE,
Physician and Surgeon,
Hilo, Hawaii S. I.
N B. Medecine Chests replenished on reasonable terms.-35-t

D. C. STOCKING,
Dentist,
Office on Fort Street, 3 doors below Hotel Street.
38—6m*

JAS. W. SMITH,
Physician and Surgeon,
Koloa, Kauai, S. I.
N. B. Medicine Chests replenished on reasonable terms.-27tf

DR. Ch. Fr. BERG,
Physician and Surgeon.
Honolulu, Oahu, S. I.
Office corner of Merchant and Alakea Sts, opposite the residence of Judge Robertson. 39-tf

E. S. RUGGLES. A. G THURSTON.
RUGGLES & CO.,
Drug Store and Dispensary,
Corner of Kaahumanu and Merchant streets. Open at all hours of the day and night. Prescriptions carefully compounded. tf-44

UNDERWRITERS.

FLORENS STAPENHORST,
Agent for the Bremen Board of Underwriters.
THE UNDERSIGNED having been appointed Agent for the Bremen Board of Underwriters, begs to inform the commercial public in general, that all average claims against the said Underwriters, occurring in or about this Kingdom, will have to be verified by him. Masters of Bremen vessels entering this or any other port of the Hawaiian Islands, in distress or average, are requested to apply to the same at their earliest convenience.
FLORENS STAPENHORST.
Honolulu, 1st July, 1854. 9-1y Office Nuuanu Street

KRULL & MOLL,
Agents of the Hamburg and Lubeck Underwriters,
Honolulu, Oahu, S. I. 18-tf

COOPERAGE.

CHAS. H. BUTLER,
Cooper, Honolulu, Oahu, S. I.
The undersigned will continue to carry on the business of Coopering, in all its branches, at the old stand, formerly occupied by Swain & Butler. Particular attention given to Gauging by Gunter.
☞ Chas. H. Butler would inform his friends and the public, that he will be at his shop to give prompt and immediate attention to all their orders. He would also invite them to call and examine his large stock of Casks, Barrels, Tubs, &c. Bathing Tubs, &c., made to order. 28-tf

J. A. BURDICK,
Cooper, Honolulu, Oahu, S. I.,
Having taken the premises formerly occupied by W. Vincent, Hotel st., near Mauna Kea st. will continue to carry on the cooper's business in all its branches at the above mentioned place where he hopes that those of his friends who have hitherto afforded him a liberal patronage will not fail to give him a call. N. B. 1,500 bbls water casks on hand and for sale on liberal terms.

C. H. MARSHALL,
Cooper, Honolulu, Oahu, S. I.,
Has removed his shop to the yard in rear of the store formerly occupied by Punchard & Co., and would respectfully inform the public that he is now prepared to execute any orders in the cooperage line, at the shortest notice and on the most reasonable terms. Tubs, shower baths, and work of every description made to order.-35-tf

HENRY C. GRAHAM,
Cooper, Honolulu, Oahu, S. I.
Successor to GRAHAM & LEWIS, will carry on the above business in all its branches, on the premises formerly occupied by C. A. Taner, as a sail loft, where he hopes, by close attention to business, to merit a share of public patronage. 1y*23

Hawaiian Steam Flouring Company.
A. G. THURSTON, Manager.
Office in Honolulu House, opposite Page, Bacon & Co.'s.
Feb. 1, 1855. 39 tf

THE HONOLULU IRON WORKS.
The undersigned is now prepared to manufacture all kinds of
MACHINERY AND MILL WORK,
and also all kinds of IRON AND BRASS CASTINGS made to order. Also, SAWING OF LUMBER promptly attended to.
1-tf D. M. WESTON.

GEORGE G. HOWE,
LUMBER MERCHANT,
Lumber Yard Corner of Queen and Nuuanu Sts. on the Punchard Premises. 43-tf

WELLS, FARGO & CO.'S
EXPRESS!
FOR UNITED STATES AND EUROPE.
Merchandise and Specie transported to all parts of the World.
44-tf R. COADY & CO., Agents.

ADAMS & CO'S. EXPRESS
FOR CALIFORNIA, OREGON,
United States and Europe,
For the transportation of every description of Merchandise and valuables.
RICE & CO.
Agents for Adams & Co.
Honolulu, Aug. 3, 1854.—tf-13

GENERAL MERCHANDISE.

NOTICE.—J. C. Spalding begs leave to inform his friends and the public that he has removed to the new fire-proof store on Kaahumanu street adjoining the store occupied by J. Makee Esq., where he offers for sale the following assortment of goods, being invoices of merchandise ex "Washington Allston," "John Caskie," "Falcon" and steamer "Peytonia," viz:

DRY GOODS.
Cases Hamilton pink prints, green and orange do,
Blue drills, super denims,
Bleached jeans, do drills,
Brown drills, nankins,
Nankin checks, do stripes,
Twilled do, camleteens, Rob Roys,
Fancy checks, Caspians,
Mexican mixtures, Verona twills,
Orleans Fancies, heavy twills,
Rokoko plaids, fancy prints,
Webster Ticks, Orleans Sheetings,
Bleached do, Silver Lake do,
Orange prints, green do,
Orange and canary do, orange leaf do.
Small fig'd do, orange and red plaids,
Eng, lawns, book muslins, bishop's lawn.
Victoria lawns, striped cambric, ch'd muslins.

CLOTHING.
Linen drill pants, do do frocks,
Best Paris shirts, fancy silk and satin vests,
Marseilles do, cashmeret sack coats,
Alpacca pants, do coats,
Fancy sacks, blue and red flannel shirts,
Calico do, denim frocks and pants,
Regatta and hickory shirts,
Silk and muslin cravats.

BOOTS AND SHOES.
Cases gents' fine brogans, do calf do,
Do goat do, native women's shoes,
Rubber boots.

SADDLERY.
Cases best American saddles, do Columbian do,
Fixtures, such as bridles, bitts, stirrups, martingals, &c,
Ring bitts, California do,
Harnesses for light buggy use.

PROVISIONS and GROCERIES.
150 bbls mess beef, 150 do prime pork,
Hf bbls crushed sugar, tierces hams,
Cases pres'd peaches, do olive oil,
Do oysters, do crackers in tins,
Do fresh cheese in tins, do clams and lobsters,
Do preserved meats, comprising the following assortment in each case—boiled beef, roast do, boiled mutton, roast do, roast turkey and chicken, stewed veal, beef soup, sausages.

SUNDRIES.
Bbls tar, do pitch, bales wrapping paper,
Crates mugs and pitchers, navy caps in trunks,
Tin plate in boxes, anchors and chains,
Bales corks, single and double blocks,
Egg and bulb lanterns, sailors' pots and pans,
Rigging, sole and pump leather,
Manila bed cords, jewsharps,
Cut tacks, copper do, spring stirrups,
Handcuffs, leg irons, sheath knives,
Butchers' do, coopers' tools, all kinds,
Axe helves, Russia hand lines, log do,
Spunyarn, marline, hemp and Manila cordage,
Jib hanks, coral beads, mirrors,
Hooks and eyes, pins, agate buttons,
Metal strap'd and japanned do,
White metal thimbles, brass do,
Needles, pencil leeds, violin strings,
Pearl buttons, cut teeth side combs,
Coarse and fine do, horn and dressing do,
Ivory do, lather brushes,
Pencil cases, cluster pins, &c. &c.

—ALSO—FOR SALE—
Cases pres. quinces, cranberry jam,
Drums figs, boxes raisins in prime order,
Cases blk pepper, do allspice and cinnamon,
Do cloves, boxes sperm candles,
Carriage whips, cases sardines,
Boxes asst'd pie fruits, cases Martell's brandy,
Cases chocolate, coffee, tea and sugar.
Family stores of all kinds,
Ladies' shoes, gunny bags in bales of 100 each,
Fire-proof money safes, sheaths and belts,
Seamen's jackets and pants,
And a general assortment of merchandise adapted to the trade.

Constantly on hand a complete assortment of ship stores and chandlery, also a large and well selected assortment of merchandise adapted to the retail trade.

ALSO—JUST RECIVED,
1 doz very superior Army SWORDS, favorite pattern, with equipments, &c. complete.
Shortly expected, per "Living Age," from New York,—
Cases Saddlery, do printed Lawns.
Honolulu, Aug. 24, 1854-tf-16

BOOTS AND SHOES.—AT THE BRICK SHOE STORE.—Just received another lot of those CUSTOM MADE, comprising the most extensive variety of *LADIES', GENTS', MISSES', BOYS', AND CHILDRENS' BOOTS, SHOES AND GAITERS,* ever offered in Honolulu, all of which, quality considered, will be sold cheap.
Also, Gents', Boys', Misses' and Children's plain and fancy HOSIERY, of superior quality.
Shoe Findings, Pump Sole, Rigging, Harness, Bridle, Band and Wash Leather.
Blacking, Shoe brushes, Leather Preservative, (a superior article for sea boots, harnesses, and carriage tops.) Neat's foot oil, Sparring Gloves, &c.
N. B. Boots and Shoes made and repaired with neatness and dispatch, and all work warranted by
23-tf J. H. WOOD.

WANTED.—Two Journeyman Boot and Shoe Makers, to whom good wages and steady employment will be given. None but good workmen need apply. 23-tf J. H. WOOD.

Honolulu Daguerrean Gallery.
THE Subscriber begs leave to inform the citizens of Honolulu and vicinity, that, having returned from his tour to the windward islands, he has reopened the above establishment, where he is now prepared to take Daguerreotype Miniatures and Stereoscopic Pictures in a very superior manner with all the late improvements in the art, and at moderate prices.
Ministures inserted in lockets, pins, bracelets, rings, &c. Paintings and Daguerreotypes copied. and views of gentlemen's residences, vessels, parts of the city, &c. &c., taken correctly, and *without reversing.* Perfect satisfaction will be given in all cases, or no charge will be made.
Also, just received, an assortment of beautiful Pearl, Jewel and Fancy Cases.
Please call and see!
HUGO STANGENWALD.
Honolulu, Sept. 21, 1854. 20-tf

NOTICE TO WHALE-SHIPS.
MESSRS. BAIN & BURTT, General Merchants, Ship and Commission Agents, residing at Auckland, New Zealand, hereby respectfully tender their best services for supplying ships with stores and refreshments of every kind, for purchasing or disposing of oil, bone &c., for cashing bills of exchange, and generally for the transaction of all other shipping and mercantile business.
☞ For sailing directions and general information relative to the port of Auckland, Messrs. Bain & Burtt beg to refer commanders of whale-ships and other vessels to their Circular of June, 1852, copies of which may be had on application to Henry J. Holdsworth, captain of the port of Honolulu, and to the Consuls of the United States, at Lahaina, and Hilo.
Honolulu, Nov. 19th, 1853 -tf-28

SODA WATER!
THE undersigned, from and after the 1st of January, 1855, will fill 10 gallon fountains with good Whiting Acid Soda, for $1 50 each.
Also Bottles of Soda for passenger's and ship's use, warranted to keep the passage to San Francisco.
34-tf F. BRUBAKER.

The Polynesian.

SUPREME COURT.—IN ADMIRALTY.

Decision of Chief Justice Lee.

G. B. POST vs. Am. Schooner LADY JANE.

A. B. BATES and J. P. GRISWOLD, Esqrs., for Libellant.

J. D. BLAIR, Esqr., for Kashow and Hunter.

Chief Justice Lee in delivering his opinion stated as follows:—This is an action brought to recover possession of the American schooner, Lady Jane.

The libellant sets forth in his petition that on the 24th day of Sept. last, Mary Kashow of San Francisco, California. obtained a decree of divorce against Israel Kashow, in the District Court of the fourth Judicial District of California, and also a further decree that there should be a division of the common property of the said Israel and Mary Kashow: that on or about the 12th day of December last, the said libellant was duly appointed receiver of all the personal property belonging to the said Israel Kashow: that on or about the 13th day of December 1854, he took into his possession and custody the schooner Lady Jane, the property of the said Israel Kashow, then lying in the port of San Francisco, and held the same subject to the order of said court. The libellant further alleges that as receiver aforesaid, he appointed D. P. Penhallow, master of the said vessel with instructions to take her to Honolulu, and on his arrival to deliver her into the custody of R. Coady & Co., his duly constituted Agents: that on the said 13th day of December the said Penhallow having accepted the command of the vessel, she sailed with passengers and cargo for Honolulu, where she arrived on the 29th day of December 1854, and was delivered into the possession and custody of R. Coady & Co., Agents of the libellant, who appointed William Lee Hays master of the vessel, he having been duly authorized by the libellant to take the command of her, on her arrival at Honolulu, and that the said Hays was duly entered on the register of the vessel as her master, by the American Consul at this port.

And he further alleges that the said Hays proceeded on board and took command of the vessel; and that subsequently the American Consul, at the request of Israel Kashow, also entered the name of Charles H. T. Hunter on the register of the vessel, as master thereof, when the said Hunter also proceeded on board of the vessel and assumed command of the same; that both Hunter and Hays claim to be in possession of the vessel; and further alleging that the entire possession and control of the vessel is wrongfully withheld from him, prays this court to decree the possession of the schooner to be delivered to him, and also for damages resulting to him from such wrongful interference and detention.

The claimant Kashow answers that he has no knowledge of the decree of divorce set forth in the libellant's petition, and that the vessel is registered in the name of one Elisha Bloomer, of New York, whom he believes to be the legal owner of the same: that he hired the vessel of the said Bloomer for the sum of three hundred dollars per annum, and, as such hirer, is legally entitled to the possession of the same. He further alleges that he has no knowledge of the appointment of G. B. Post the libellant receiver as aforesaid.

The first question for the court to determine is, who is the owner of this vessel? Is it Israel Kashow, or Elisha Bloomer? It is contended by Kashow that the register is the legal and proper evidence of ownership, behind which we cannot go, and that by the said register, Bloomer appears to be the owner and must be considered as such. Now, what is the law on this subject? It appears to be a well established doctrine that the registry of a ship is entitled to very little weight as evidence of ownership, and so far from being conclusive, is merely *prima facie* evidence. Professor Greenleaf, in his valuable treatise on Evidence, (1 Greenleaf's Evid. §494) says, "Where the question of ownership is merely incidental, the register alone has been deemed sufficient *prima facie* evidence.—But in favor of the person claiming as owner it is no evidence at all, being nothing more than his own declaration."

(See also 3 Kent's Commentaries, 149 and 150. Weston vs. Penniman, 1 Mason, 306 and 318. Tinkler vs. Walpole, 14 East, 226.)

A vessel may be, and often is, registered in the name of a person who has not a farthing's interest in her, while the equitable title and real ownership is in another person, and where there is proof of the ownership being in some other party, the register, unless auxiliary proof is brought in aid of the same, will avail but little. Now, has such auxiliary proof been furnished in this case? Most clearly not. There is not a particle of evidence on this point aside from the naked register, and is it reasonable to suppose, that if Bloomer was the real, *bona fide* owner of this valuable vessel, he would have hired her to Kashow for the small sum of three hundred dollars per annum! It appears by the evidence of the master who sailed the ship from New York to Honolulu, and others, that Kashow frequently declared himself to be the owner of the schooner Lady Jane, and that he has acted as such from the time he built her up to December last when this dispute arose. It further appears that while he invariably represented himself as the owner of the Lady Jane, he repeatedly stated that he had caused her to be registered in the name of Elisha Bloomer, because he was afraid if she stood in his own name she would be taken away from him at the suit of Mary Kashow.—Leaving the California evidence out of the question, I am convinced that Kashow is the real, and equitable owner of the schooner Lady Jane.

We now come to the question, whether Mary Kashow has obtained a decree of divorce against Israel Kashow, and also a decree for the division of their common property, and finally, whether the libellant was appointed receiver of said property, had this vessel in his possession as such, and sent her to the Islands while in his custody. And here let us pause a moment to consider certain objections interposed by the learned counsel, against receiving the evidence upon which the libellant seeks to establish the affirmative of these questions. It has been urged with much force, and argued with unusual legal acumen and ability by the learned counsel, that the depositions and other evidence taken in California have not been taken in the manner intended by the Court, or in compliance with the letters rogatory issued in this cause. It is contended that, instead of being taken by an Admiralty Court, as directed in the letters, it was taken before a commissioner, and that it does not appear that said commissioner acted by the order or under the direction of any Court of Admiralty. To these objections it is answered by the learned counsel for the libellant that these exceptions if taken at all, should have been taken before the evidence was read to the Court, and that not having been so taken, the counsel for the claimant has waived his right to interpose them. Were we to confine the parties to the technical rules of practice, we should think the objections well taken, notwithstanding the counsel failed to interpose them until after the reading of the depositions.—But we do not, and ought not, to stand upon such rules, when there is no evidence of fraud or wrong intention, in the manner of executing the letters rogatory, and taking the evidence under them. It appears that the commissioner who took these depositions is authorized to take depositions to be read in any Court of the United States, and to do all other acts and things that the Judge of the District Court, in California, could do at chambers, and therefore, it is not clear that it was necessary for the commissioners to have a special order of the Court to take evidence under letters rogatory. I am convinced that the evidence, though somewhat informal, has been taken in good faith, and while it is not entitled to the fullest credit, or entirely conclusive in this matter, yet, when taken in connection with the testimony given at Honolulu, it is sufficient to satisfy me that there was a decree for the division of the property; that the libellant was appointed receiver, and that the vessel was sent to Honolulu while in his possession and under his control. I am therefore of the opinion, that the libellant, as such receiver, is entitled to the possession of the vessel at the present time.

The only matter remaining to be determined is, whether the libellant is entitled to any damages for the detention of the vessel at Honolulu. I think he is not. The vessel, at the time she was sent to San Francisco, was under the command of a person appointed by Kashow, and was consigned to the libellant as the agent of the owner. On the return of the vessel to Honolulu, Kashow, naturally indignant at the steps which had been taken to deprive him of his vessel, and feeling that his agents had betrayed his trust and confidence, took immediate steps to regain possession, and in part succeeded. There was no good and satisfactory evidence shown to him of the appointment of the libellant as receiver, and, under all the circumstances of the case, I think he was justified in taking and holding possession of the vessel, until the question was determined by this court.

Let decree be entered in favor of the libellant for the possession of the vessel, and let the costs be equally divided between the parties.

SUPREME COURT.

Decision of Judge Robertson.

C. C. HARRIS, Esq., for Plaintiff.

J. D. BLAIR, Esq., for Defendant.

William Morgan vs. *Antonio Manuel.*—Justice ROBERTSON, delivering the opinion of the Court, said: The question to be decided by the Court is whether or not a verification of a plaintiff's petition, by his Attorney, "*as he verily believes,*" is a sufficient verification under our statute.

The words of the statute referred to are as follows, viz.: "That in every civil action hereafter to be tried in any of the Courts of Record in this Kingdom, such action shall be commenced by petition, which petition shall be verified by the oath of the plaintiff, or some one on his behalf." *Supp. to Stat. Laws, 1848; p. 11, Sec. 1st.*

As has been well said by one of the learned counsel, the object of the statute is to guard against frivolous and unnecessary litigation; and by another, it is to prevent dishonest persons and speculating attorneys from embarking in unfounded suits from mercenary or malicious motives.

Keeping in view its well understood object, what is the reasonable and proper construction of the section above quoted?

It seems to me reasonable to say, that the object of the statute, so far as it depends upon a rule like the present, cannot be attained unless the plaintiff's petition is verified by the oath of some person who is able, of his own knowledge, to swear to the truth of the facts therein set forth. The language of the statute is direct and unqualified, and evidently does not contemplate the verification of a petition by a person who cannot say of his own knowledge, whether the allegations of the petition are true or false. In this case, if he is permitted to swear that the petition is true "as he verily believes," merely, no opportunity is afforded, as in the case of a witness on the stand, by cross-examination, to test his opportunities of knowledge or the grounds of his belief.

Again, our statute does not require that the plaintiff should be out of the kingdom before his petition may be verified by some one on his behalf; and it seems to me, that if we allow a stranger or an attorney to come in and make oath, on behalf of the plaintiff, that he verily believes the statements in the petition to be true—basing his oath probably on the mere word of the plaintiff—we entirely defeat the object of the statute, by rendering it practicable for the plaintiff to have a petition verified and acted upon by the Court, to the truth of which he would not dare make oath himself.

By the New York Code of Procedure, as amended in 1851, the verification, in the courts of that State, must be to the effect, that the petition is true to the knowledge of the person making it, and must be by the party, or if there be several parties united in interest and pleading together, by one at least of such parties *acquainted with the facts,* if such party be within the county where the attorney resides, and capable of making the affidavit. The affidavit may also be made by the agent or attorney, if the action or defense be founded upon a written instrument for the payment of money only, and such instrument be in the possession of the agent or attorney, or if all the material allegations of the pleading be within the personal knowledge of the agent or attorney. When the pleading is verified by any other person than the party, he shall set forth in the affidavit his knowledge, or the grounds of his belief on the subject, and the reasons why it is not made by the party. *New York Code of 1852, pp. 171 and 172.*

A verification which stated that the party had read the pleading, and that "the same is true according to the best of his knowledge and belief," is not a sufficient verification. *Van Horn vs. Montgomery, 5 Pr. Reports,* 328. And this, I presume, was a case in which the verification was made by the party himself, and not by his attorney, or some other person on his behalf. If it is necessary to be thus stringent with the party, who may be presumed to be personally acquainted with the facts on which he seeks to bring his action, *a fortiori* it is necessary towards an attorney, or any other person in whose favor the presumption of personal knowledge does not arise.

I have cited the rule in New York merely for the purpose of helping us to arrive at a reasonable construction of our own statute, which, although less full and explicit on the subject, was framed for precisely the same purpose, and to effect the same object, as that of New York and of all other States having statutes on the subject.

It is contended, and perhaps with reason, that the construction put upon the statute by the Court, would sometimes render it inconvenient to carry on a suit where the plaintiff resides in a foreign country. But I think it will not be denied, that the evils against which the statute is intended to guard are just as likely to arise in suits of this description, as in any other. At all events, I cannot see why the Court should be swayed by the suggestion of this practical difficulty, in its construction of the statute. If the law is defective, let it be amended by the proper authority.

The rule requiring a plaintiff to verify his petition or declaration by oath, is derived from the Roman Law, and was prob