The Polynesian.

VOL. XIX. HONOLULU, AUGUST 2, 1862. No. 14.

The Polynesian:

PUBLISHED WEEKLY AT HONOLULU, Hawaiian Islands.

Abraham Fornander, ... Editor.

Business Cards.

CHAS. R. BISHOP. WM. A. ALDRICH.

BISHOP & CO.,
BANKERS,

Office in the East corner of 'Makee's Block,' on Kaahumanu street, Honolulu.

Draw Bills of Exchange on Messrs. Grinnell, Minturn & Co., New York; Henry A. Peirce, Esq., Boston; and Messrs. Morgan, Stone & Co., San Francisco.
Will receive deposits,
Discount first class business paper,
Attend to collecting, &c. &c. &c. 3-tf

W. A. Aldrich. J. S. Walker. S. C. Allen.

ALDRICH, WALKER & Co.,

Importers and Commission Merchants—Dealers in General Merchandise, and Agents for the Sale of Island Produce.
—ALSO—
Agents for the Libue, Metcalf, and Princeville Plantations. 36-1y.

JOHN THOMAS WATERHOUSE,
Importer and Dealer in General Merchandise,
Honolulu, H. I.
—REFERENCES.—
His Ex. R. C. Wyllie,.....Honolulu.
B. F. Snow, Esq.,..... do
C. A. Williams & Co.,..... do
Chas. Brewer, Esq., ... do
Wilcox, Richards & Co.,..... do
Dimond & Son,..... do
Thos. Spencer, Esq.,.....Hilo.
H. Dickinson, Esq.,.....Lahaina.
R. Pitman, Esq.,.....San Francisco.
McRuer & Merrill,..... do do
C. W. Brooks & Co.,..... do do
G. T. Lawton, Esq., ... do do
Tobin. Bros. & Co.,.....[276 1y] ..... do do
Field & Rice,.....New York.

SHERMAN PECK, Honolulu. CHAS. H. LUNT, Boston. H. A. P. CARTER, Honolulu.

C. BREWER & CO.
Commission and Shipping Merchants,
Honolulu, Oahu, H. I.
—REFER TO—
JOHN M. HOOD, New York.
JAMES HUNNEWELL, Esq., CHARLES BREWER, Esq., H. A. PIERCE, Esq., } Boston.
MESSRS. MCRUER & MERRILL, CHAS. WOLCOTT BROOKS, Esq., } San Francisco.
MESSRS. WM. PUSTAU & CO., Hongkong.
MESSRS. PEELE, HUBBELL & CO., Manila. 20-tf

MELCHERS & CO.,
Importers and Commission Merchants
Stone Store, Kaahumanu Street, Corner Merchant,
AGENTS FOR THE
Hamburgh-Bremen Fire Insurance Company;
Pioneer Flour Mills, San Francisco;
Sale of Asegut & Reinhardt's salt beef;
Sale of sugar, molasses and other Hawaiian produce.

Consignments respectfully solicited, and all orders from the other islands and abroad promptly executed.
GUST. C. MELCHERS, Bremen;
J. D. WICKE, Honolulu;
13-tf F. A. SCHAEFER, Honolulu.

JANION, GREEN & CO.,
Commission Merchants,
Fire Proof Buildings, Queen Street,
HONOLULU, OAHU, S. I. 52-tf.

B. F. SNOW,
DEALER IN GENERAL MERCHANDISE,
Honolulu, Oahu, H. I.

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

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

SAM'L. N. CASTLE. AMOS S. COOKE.
CASTLE & COOKE,
Importers & Wholesale and Retail Dealers in General Merchandise.
Agents for Dr. Jayne's Medicines.

C. BREWER 2d,
General Merchant and Agent for the sale of the products of the Brewer Plantation. 14-1y

A. S. GRINBAUM & Co.,
Importers, and Wholesale and Retail Dealers in
FASHIONABLE CLOTHING, HATS, CAPS, BOOTS and SHOES!
And every variety of Gentlemen's superior Furnishing Goods. Store in Makee's Block, formerly occupied by W. A. Aldrich, Esq., fronting on Queen street, Honolulu, Oahu.

JOHN RITSON,
DEALER IN WINES, SPIRITS, ALE & PORTER,
14-tf **Honolulu.**

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

GODFREY RHODES,
WHOLESALE DEALER IN
WINES and SPIRITS, ALE and PORTER,
4] **Near the Post-Office, Honolulu.** [tf

SAM'L H. DOWSETT,
LUMBER MERCHANT,
Will furnish Building Material of every description, at low prices.
☞ Orders from other Islands solicited. Yard on corner of Fort and Queen streets. 38 tf

GEORGE G. HOWE,
Lumber Merchant,
Lumber Yard Corner of Queen and Nuuanu Sts on the Punchard Premises. 34 tf

UTAI & AHEE,
Wholesale Merchants,
AND
Agents for the Aiko and Iwo Sugar Plantations, Hilo, Hawaii.
33] **KING STREET, HONOLULU.** [tf

C. H. LEWERS,
Lumber and Building Materials, Fort st., Honolulu. 14-tf

D. N. FLITNER,
CONTINUES his old business at the new store on Kaahumanu street.
Chronometers Rated by observations of the sun and stars with a transit instrument accurately adjusted to the meridian of Honolulu. Particular attention given to fine watch repairing. Sextant and Quadrant glasses silvered and adjusted. Charts and Nautical instruments constantly on hand and for sale. 28-tf

W. FISCHER,
Cabinet Maker and French Polisher,
Hotel street, opposite the Government House
48—tf

Business Cards.

THOMAS SPENCER,
SHIP CHANDLER,
DEALER IN GENERAL MERCHANDISE,
Island Produce, &c., &c.,.....and.....Commission Merchant,
BYRON'S BAY, HILO, H. I.
Will keep constantly on hand, an extensive assortment of every description of goods required by Ships and others.
☞ The highest price paid for Island Produce.
☞ Money advanced for Bills of Exchange at reasonable rates. 41 tf

CALIFORNIA LLOYDS.
MARINE INSURANCES.
OFFICE, Southwest corner of Washington and Battery Streets.

THE UNDERSIGNED ARE PREPARED TO issue "Marine Insurance Policies," each being responsible for the sum written on the Policies against his own name only, and for himself and not for others or any of them.

JOHN PARROTT,	JAMES DONAHUE,
GEORGE C. JOHNSON,	WILLIAM E. BARRON,
N. LUNING,	JAMES OTIS,
JAMES PHELAN,	JAMES B. HAGGIN,
LAFAYETTE MAYNARD,	J. MORA MOSS.

ALDRICH, WALKER & CO., Agents,
51 tf Honolulu, H. I.

F. S. PRATT & Co.,
IMPORTERS AND WHOLESALE DEALERS IN
WINES, SPIRITS, MALT LIQUORS,
TOBACCO and CIGARS,
HONOLULU, S. I.
REFER BY PERMISSION TO
Messrs. C. A. WILLIAMS & Co., ...Honolulu.
" WILCOX, RICHARDS & Co.,..... "
C. BREWER 2D, Esq.,..... "
A. J. CARTWRIGHT, Esq.,..... "
J. D. RICHARDS & SONS, ...Boston, U. S.
H. WEBSTER & Co.,..... San Francisco.
J. SPALDING, Esq., ... Salem, U. S.

GEORGE CLARK,
BOOT AND SHOE MANUFACTURER!
Hotel Street, between Nuuanu and Mauna Kea Sts.

CHUNG HOON,
WHOLESALE & RETAIL MERCHANT,
Importer of China and other Goods; dealer in Sugars, Molasses, Coffee, Rice, Fungus, &c. On King street, next door to Messrs. Castle & Cook. 49y

Chas. F. Guillou, M. D.,
LATE SURGEON UNITED STATES NAVY
Late Consular Physician to American Seamen,
AND GENERAL PRACTITIONER.
OFFICE corner of Kaahumanu and Merchant streets Residence at Dr. Wood's mansion, Hotel street.
☞ Office hours from 11 A. M. to 2 P. M., at other hours inquire at his residence. 26-tf

R. E. WAKEMAN.
Contractor of Building and Jobbing.
☞ ALSO—Wheelright, Carriage Making and Repairing.—King street, Honolulu, opposite the City Market.
48 tf

B. F. EHLERS,
DEALER IN DRY GOODS, SILKS, &c.
FORT STREET, HONOLULU. 50y

J. O'NEILL,
Painter, Paper-Hanger, &c.
Opposite Lewis & Norton's Cooperage, King st. 50

ALLEN & BERRILL,
SUCCESSORS TO
GEORGE W. MACY,
Kawaihae, Hawaii.
Will continue the General Merchandise and Shipping business at the above port, where they are prepared to furnish the justly celebrated Kawaihae Potatoes, and such recruits as are required by Whale Ships, at the shortest notice and on the most reasonable terms. 9 tf

J. WORTH,
AUCTION & COMMISSION MERCHANT,
AND DEALER IN
GENERAL MERCHANDISE.
☞ Ships supplied with Recruits and money advanced on Bills of Exchange.
HILO, Hawaii. 43 y

CALIFORNIA MUTUAL
MARINE INSURANCE COMPANY,
SAN FRANCISCO.

THE UNDERSIGNED **having been appointed** Agents for the above Company, beg leave to inform the public that they are now prepared to issue
MARINE INSURANCE POLICIES
On cargo, freight and treasure to all parts of the world.
H. HACKFELD & CO.
Honolulu, Aug. 21, 1861. 17-tf

Sisterhood of the Sacred Hearts.
HONOLULU,
Fort St., near the Catholic Church.

THE FOURTH ANNUAL SESSION of this Institution will commence on August 2d, 1862.
Young Ladies of every religious denomination will be admitted, provided it be previously agreed that they will conform to the general regulations of the house.
The course of Education for Boarders will comprise Reading, Writing, Grammar, Composition, Elocution, Arithmetic, Geography, use of Globes, History (sacred and profane), Chronology, Mythology, Logic, French and German Languages, Book-Keeping, Music (Vocal and Instrumental), Drawing, Painting, and all kinds of Fancy Needle-Work.
The Sisters being aware that all education is imperfect without the knowledge of the Law of God, will devote themselves with the most sedulous care, to the religious instruction of their Catholic pupils, without neglecting to inculcate in the minds of the others the general principles of Christian morality. The most conscientious attention will be given to form their manners and to train them up to habits of order, neatness and industry.
The diet will be wholesome and abundant.
The health of the pupils will be the object of constant and maternal solicitude, and at all times they will be under the immediate superintendance of their teachers.

TERMS.

BOARD & TUITION, per Quarter of Twelve Weeks, $45.
Music, Drawing, Painting, German Language, and Artificial Flowers, will form extra charges.
☞ No extra charge for the French Language.
Payments to be made quarterly in advance. Persons residing at a distance are requested to have a responsible agent in the city of Honolulu.
No reduction made in case of children being withdrawn before the expiration of the quarter.
Tuesdays and Saturdays will be the appointed days for parents to visit their children.
On the first Saturday of each month the Boarders will be allowed to go out with their parents or guardians, but never with any other, without a written permission from said parents or guardians. They must return to the establishment before 6 o'clock, P. M., the same day.
Postage, stationery, washing and mending, Doctor's fees and medicines, will be chargeable to the parents.
For further particulars, application may be made to Sister MARIA JOSEPHA. 40 y

ADVERTISE! ADVERTISE!

THE PERMANENT **establishment of the "Star** of the Pacific," (Hoku o ka Pakipika), newspaper to be printed in the Hawaiian language, having become a fixed fact, the undersigned respectfully notifies those desirous of availing themselves of its columns as an advertising medium, that its issue will be on Thursday of each week, and that the edition to be printed is over two thousand copies. Terms reasonable, and advertisements translated gratuitously.
G. W. MILLS, Manager.
☞ At the Polynesian Office. 2.-tf

For Sale.
AT THIS OFFICE—**Counting House Almanac** and Hawaiian Register.

Foreign Advertisements.

CHAS. WOLCOTT BROOKS, W. FRANK LADD, EDWARD F. HALL, JR

CHAS. W. BROOKS & Co.,
Shipping and
COMMISSION MERCHANTS,
123 SANSOME St.,
SAN FRANCISCO, CAL.

☞ Particular attention given to the purchase, shipment and sale of Merchandise, to forwarding and transhipment of goods, the chartering and sale of vessels, the supply-ing of whaleships, and the negotiation of Exchange.
☞ EXCHANGE ON HONOLULU in sums to suit.
ADVANCES MADE ON CONSIGNMENTS.
—REFER TO—
B. F. SNOW,.....Honolulu.
C. BREWER & Co., ... "
J. S. WALKER,..... "
H. HACKFELD & Co.,..... "
T. SHENGER,.....Hilo.
JAMES HUNNEWELL, ... Boston.
HENRY A. PEIRCE, ... "
CHAS. BREWER, ... "
THAYER, BRIGHAM & FIELD,..... "
SUTTON & Co.,.....New York.
SWIFT & ALLEN,.....N. Bedford.
33 tf

D. C. McRUER, J. C. MERRILL.

McRUER & MERRILL,
COMMISSION MERCHANTS
AND
AUCTIONEERS!
AGENTS OF THE
REGULAR DISPATCH LINE
OF
HONOLULU PACKETS

Particular attention paid to forwarding and transhipment of merchandise, sale of whalemen's bills, and other exchange, insurance of merchandise and specie under open policies, supplying whaleships, chartering ships, etc.
117 and 119 California-street,
SAN FRANCISCO Cal.
REFER TO—
Messrs. D. C. WATERMAN & Co., ...Honolulu
" C. BREWER & Co.,..... "
Capt. B. F. SNOW, ... "
A. P. EVERETT, Esq., ... "
Messrs. GILMAN & Co.,.....Lahaina.
B. PITMAN, Esq. .....Hilo. [22-tf

A. P. EVERETT,
COMMISSION MERCHANT!
VICTORIA, V. I.
..... REFERENCES: ....
Messrs. MCRUER & MERRILL, ...San Francisco.
" C. W. BROOKS & Co.,..... "
His Ex. R. C. WYLLIE,.....Honolulu. H. I.
B. F. SNOW, Esq., ... "
Messrs. ALDRICH, WALKER & Co., ... "
48 tf

RICE & Co.,
Shipping and Commission Merchants,
DEALERS IN
SHIP CHANDLERIES, &c.,
HAKODADI, JAPAN,

WILL ATTEND TO THE **sales of Merchandise,** as also to the purchase and shipment of all kinds of Goods exported from that country. Mr. RICE is the Commercial Agent for the United States at that port, and having already resided there for about five years, is enabled by his acquaintance with the country, to offer many advantages in the discharge of any business that may be entrusted to their House.
..... REFER TO .....
WM. T. COLEMAN & Co., ... New York,
JOHN H. ALDRICH, Esq.,..... "
I. HOWLAND, JR., & Co.,.....New Bedford.
CHARLES SCUDDER & Co.,.....Boston.
ALDEN SAMPSON, Esq.,.....Augusta, Me.
RICHARD D. RICE, Esq.,..... "
MCCONDRY & Co.,..... San Francisco, Cal.
C. WOLCOTT BROOKS & Co.,..... "
D. C. WATERMAN & Co.,.....Honolulu, S. I.
ALDRICH, WALKER & Co.,..... "
49 tf

MESSRS. C. A. FLETCHER & CO.
COMMISSION MERCHANTS
AND
GENERAL AGENTS
HAKODADI, JAPAN,

BEG TO INFORM OWNERS AND MASTERS OF SHIPS about to visit the port of Hakodadi, that they are prepared to take Consignments and do business on the usual terms.
☞ By arrangements with Home Insurance Offices, Messrs. FLETCHER & CO. can take risks on Oil, or other shipments of Produce hence.
Hakodadi, Yesso, Japan, 4th July, 1859. 18 tf

CHARLES BREWER,
COMMISSION MERCHANT,
Boston, U. S. 35 tf
☞ Refer to R. W. WOOD and C. BREWER 2D.

WM. FAULKNER & SON,
131 SANSOME ST., SAN FRANCISCO,
AGENT FOR JAMES CONNER & SONS, U. S. Type Foundry, and Dealers in all kinds of Printing Materials.
☞ Printers will find it to their advantage to call on us before purchasing. 8 1y

On Sale;
EX RECENT ARRIVALS!
THE FOLLOWING CHOICE ASSORTMENT OF GROCERIES, at the store of the undersigned:

Preserves	Fresh oysters
Fresh apples	do lobsters
do quinces	Sardines
do peaches,	French capers
do Pears	English pickles
Raspberry jam	do pie fruits
Cranberry jam	do sauces
Strawberry do, &c, &c, &c.	do mustard
Mince meats	French mustard
Sage	Hops
Sweet savory	Soap
Summer savory	Tins of water, butter, sugar, oyster, soda and wine crackers
Curry powder	
Ground cassia	
do black pepper	Smoked hams
Whole do	do herrings
Pimento	Best Oolong tea
Ground cloves	Preserved salmon
do ginger	Green corn
Cream Tartar	Crushed sugar
S. C. Soda	Loaf do
Fresh raisins	Haxall flour
do currants in tins	&c. &c. &c.

N.B. Fresh Island Butter and Ground Coffee always on hand.
17 tf H. MCINTYRE.

100 BARRELS ONLY ON HAND!
Of the well known
KAUAI BEEF!
PACKED BY E. KRULL, at Kealia.
For sale by
VON HOLT & HEUCK,
33tf Corner Fort and Merchant streets.

NOTICE.
ALL PERSONS ARE HEREBY NOTIFIED THAT THE privilege of gathering Pulu, Fungus and Arrowroot on all the Government lands on the Island of Hawaii (with the exception of those lands which may be sold or leased during the continuation of this privilege), has been this day granted to Mr C. C. Harris.
L KAMEHAMEHA.
Home Department, 30th July, 1859. 15 tf

Advertisements.

POLYNESIAN

BOOK & JOB
Printing Office!
ABRAHAM FORNANDER, - - PROPRIETOR.

BOOK AND JOB PRINTING
IN EVERY
VARIETY OF STYLE,
Executed promptly and neatly
ON THE MOST FAVORABLE TERMS.

WE HAVE A MOST VARIED
assortment of material appertaining to a complete Printing Office, and we would particularly call the attention of our friends and the public generally, to our large and beautiful assortment of Plain, Ornamental and Illuminated

CARD STOCK!

And Plain and Fancy NOTE and other Papers, which those desiring a really good article, neatly printed, are especially invited to call and examine.

POSTERS,	BLANKS,
BILL HEADS,	BILLS LADING,
CONSULAR BLANKS,	BLANK RECEIPTS,
BUSINESS CARDS,	ADDRESS CARDS,
CIRCULARS,	BILLETS.

In fact, any kind of Printing, either Plain or Ornamental, on any quality of Stock that may be desired, on terms as reasonable and in a style equal to anything ever executed in Honolulu. Our specimen books are open to the inspection of the Public, who are respectfully invited to call and examine for themselves.

☞ N. B. All kinds of FANCY PRINTING in Colors and in Bronze, done with care and in a style not to be surpassed on these Islands.

TABLES
OF POSTAGE TO FOREIGN COUNTRIES

The Asterisk indicates that in cases where it is prefixed, unless the letter be registered, the prepayment of Foreign Postage is optional; the Hawaiian Postage to be prepaid *in all cases.*

	HAW.	U. S.	TOTAL.
United States, East, *	5	12	17
San Francisco City, *	5	3	8
Inland California, Oregon & Utah Ter, *	5	5	10
Mexican Ports,	5	12	1
Panama (New Granada),	5	22	27
Peru,	5	24	29
Bolivia, Chile and Equador,	5	36	41
Canada & Brit N American Provinces, *	5	17	22
Great Britain, *	5	31	36
German States, Prussia and Austria, *	5	32	37
Russia and Poland, *	5	39	44
Belgium and Holland, *	5	23	28
Lauenburg, Lombardy and Altona, *	5	35	40
Denmark, Holstein and Switzerland, *	5	37	42
Norway, *	5	48	53
Sweden, *	5	44	49
Brazils,	5	47	52
Canary Islands and Maderia,	5	67	72
Cape of Good Hope,	5	35	40
Cape De Verd Islands,	5	67	72
Cuba and British West Indies,	5	22	27
West Indies not British, (except Cuba)	5	46	51
St Thomas,	5	30	35
Azores, (via Southampton and Lisbon)	5	65	70
St Helena and Mauritius,	5	35	40
Ports in the Pacific by Ships direct,	5		

All letters to and from foreign countries, (France and the British North American Provinces excepted), are to be charged with single rate of postage, if not exceeding the weight of half an ounce; double rate if exceeding half an ounce, but not exceeding an ounce; quadruple if exceeding an ounce, but not exceeding two ounces, and so on, changing two rates for every ounce or fractional part of an ounce over the first ounce.

To France and Algeria.

Foreign postage on letters for the above countries is 15 cents not exceeding the weight of ½ ounce; double that rate if exceeding ½ ounce but not exceeding ½ ounce, and so on, an additional rate being charged for each ½ ounce or fractional part of a ½ ounce, with the addition of Hawaiian postage, at the rate of 5 cents for each ½ ounce or fractional part of a ½ ounce in weight, with 2 cents sea postage added to the total amount.

By Sealed Mail to Great Britain direct.

Hawaiian Postage *only*, collected at the rate of 7 cents for each ½ ounce in weight.

Postage on Newspapers must be prepaid.

	HAW.	U. S.	TOTAL.
Any part of the United States,	2	1	3
Great Britain,	2	2	4
France,	2	2	4
German States,	2	6	8
British North America,	2	1	3
Pacific South American Ports,	2	6	8
Mexico and Panama,	2	2	4
Islands in the Pacific—Australia, China and East Indies, by Ship direct,	2		

Pamphlets and Bound Volumes.

Hawaiian Postage *only*, collected on pamphlets and bound volumes to *all* foreign countries.
For each pamphlet containing 40 pages or less, 4 cents.
" " " " from 40 to 150 pages, 8 "
For bound volumes, 2 cents an ounce or fraction of an ounce.
Newspapers and periodicals to foreign countries, (but particularly to the Continent of Europe,) must be sent in narrow bands open at the sides or end, otherwise they are chargeable with letter postage.
A. K. CLARK, P. M. G.
Post Office, Honolulu, Aug. 1st, 1859.

NOTICE.
WHEREAS THE UNDERSIGNED HAS BEEN INFORMED on good authority that great irregularity exists in the taking and killing of the wild cattle on the mountains on Hawaii, belonging to His Majesty and to the Government, by parties who claim or pretend to claim right under bills of sale from His Majesty or from the Government, and whereas, from the nature of the country and other causes it is almost impossible to place agents to guard the interests of His Majesty and of the Government, and whereas all parties having legal claims on the said wild cattle have already had time sufficient, if they have used due diligence to remove the same:
Now therefore, the undersigned hereby gives notice to all parties who purchased wild cattle running on the mountains on Hawaii, previous to the 1st day of January 1857, to remove the same if not already removed, on or before the 1st day of May next, after which time, parties taking wild cattle will be prosecuted
Interior Office, } L. KAMEHAMEHA.
Jan. 24, 1858. } 48-tf

NOTICE!
THE **undersigned beg to inform their friends** that they have established a branch of their house at VICTORIA, V. I., under the management of Mr. Henry Rhodes and under the style of JANION & GREEN, for the transaction of a general Commission business. Particular attention will be paid to consignments of Sandwich Island produce.
JANION, GREEN & CO.
Honolulu, May 10, 1859. 2-tf

Wanted.
10,000 LBS. TAMARINDS.—The subscriber will pay **3 cents** per pound for Tamarinds in the shell, or 5 cents without the shell.
6 tf FREDERICK HORNE.

The Polynesian.

SUPREME COURT—In Equity.

ISAAC MONTGOMERY *vs.* DANIEL MONTGOMERY.

Chancellor ALLEN delivered his Decision as follows:

This is a suit in equity, in which the complainant avers that M. Kekauonohi executed and delivered a deed of conveyance to him, of a tract of land called Puuloa, on the 17th of September, 1849, and that, on 15th day of the same month, he caused to be indorsed on the said instrument the following:

"For and in consideration of the sum of eight thousand dollars, to me in hand, paid by Charles M Vincent, of Honolulu, island of Oahu, Hawaiian Islands, the receipt whereof I hereby confess and acknowledge, bargained, granted, assigned, sold and transferred to the said Charles M. Vincent, all my right, title, interest and estate, of in and to the within described estate; to have and to hold the same to him, his heirs, executors, administrators and assigns forever.
In witness whereof I have hereunto set my hand and seal, this 15th day of September A. D. 1849.
(Signed.) ISAAC MONTGOMERY.
In presence of FRANK MANISI, J. O. CARTER.

The registry of the deed and the assignment bear date the 4th day of November, 1854.

He further avers that the said Vincent never paid him the consideration as alleged, but held the estate in trust for the use and benefit of the complainant, receiving for his said trust and management one-third part of the profits of the estate.

It is further alleged in the bill, that the stock and furniture were purchased by the complainant, or by his funds; and further, that the estate was mortgaged by said Vincent to B. F. Angel, for the sum of five thousand dollars, and that the money arising therefrom was received by the complainant and said Vincent, and that the latter gave his note for the amount he had received to the respondent, who, on the 20th of July, sued said note and received judgment thereon; and further, that said mortgage was paid by raising money on the estate.

The complainant further alleges, that the respondent, his brother, was induced to come to this country by him, that he paid his passage hither, and that he arrived here on the 17th of February, 1855, in very destitute circumstances; and that, on the 20th of June of the same year, said Vincent, by the request of complainant, executed a deed to the said respondent, of said estate, for and in consideration of $15,000 (fifteen thousand dollars); and he further avers that the consideration was nominal, that no money was paid to Vincent by respondent, that he was at the time without means, or credit, and that the object of the deed was that the estate might be held by him for the benefit of the complainant, who says that there was no verbal agreement with his brother that he should draw from the receipts of the property one hundred dollars per month; and that, at the end of each year, the respondent should receive for his services one-third of the profits of the business, and the complainant two-thirds; and that the one hundred dollars per month was to be accounted for on final settlement; that the respondent continued to pay him money, but no settlement has been made; but of late he refuses to pay him anything, and denies that complainant has any interest in the estate; and the complainant further alleges that it was expressly understood and agreed, that when he might desire it, the said estate was to be conveyed to him, or to whomsoever he might direct; that he has made repeated efforts for a settlement, but without success; that the respondent has offered only to give his notes secured on the estate for ten thousand dollars, payable in seven years, which he regards as wholly inadmissible, as the estate cost him fifty thousand dollars, besides many years of toil and care, since 1842.

Wherefore, the complainant prays that said respondent may be summoned to answer, and to render an account of the dealings and transactions appertaining to the Puuloa Salt Works, from the 19th of June, 1855, till the day of filing the account; that the amount due complainant may be ascertained, and that respondent may be decreed to pay the same, and also to bring into Court all the books and papers and accounts appertaining to the estate, and that he be ordered to convey the estate to complainant.

The complainant further avers, that said respondent is carrying away and selling the salt produced on the estate; and that he is intending to alienate the property on the estate, to the injury of complainant; and he further prays that said respondent may be enjoined not to sell or dispose of the said land, or any part thereof; or to sell any of the stock or other property thereon; and that respondent may be ordered to deliver up to complainant the estate and other property.

The respondent, in his answer, admits that M. Kekauonohi did execute and deliver a deed of Puuloa to the complainant, and that he transferred the same by a certain instrument made on said deed, to Charles W. Vincent; and that the registry was made on the 4th of November, 1854, as alleged.

The respondent further says that he was a resident in England at the time of the date of said deed, and has no personal knowledge of the facts or circumstances attending the said transaction, or of the consideration paid by the said Vincent for said property, but is credibly informed and verily believes, that the consideration of eight thousand dollars, as specified in said deed, was paid to complainant by said Vincent; and especially is he confirmed in this belief, from the fact that the complainant has never intimated that said consideration money had not been paid him.

"Defendant further answering saith he has no personal knowledge whether the complainant, as in bill alleged, continued until the 21st June, 1855, to enjoy a large or any portion of the proceeds of the said estate, or whether the same, if true, was, or was not, according to an agreement in bill alleged, as between the complainant and the said C. W. Vincent; or whether the said Vincent in fact held the estate in trust for the use or benefit of the complainant, as in bill alleged; or whether said writing was made for the purpose of enabling the said Vincent to manage the said estate more effectually, for the use or benefit of the complainant; or whether the said Vincent received for his alleged management one-third or any other, or what part of the proceeds, of the said estate, but saith this defendant is credibly informed, and verily believes, and therefore avers, that all the said above last-mentioned statements and allegations are without any foundation in fact, and were never alleged by the complainant, in any of the intercourse between them, since defendant arrived in this kingdom."

The respondent further avers that he does not know whether the furniture was furnished by the complainant, or with his funds, but believes that it was the property of said Vincent, for the reason that complainant never made any claim for it; that the stock of cattle were sold by the express order of the complainant, at auction, for the purpose of raising money to pay costs and expenses of a prosecution, which had been pending against him; and that the respondent purchased the same, and paid the money for the purposes aforesaid.

The respondent admits the mortgage of Vincent to Angel, and believes it to have been made by him as the sole and bona fide proprietor of said estate, but denies that Vincent gave him his note for any part of said loan, but that the note on which the respondent obtained judgment against him was for an entirely different consideration, and wholly unconnected from the Puuloa estate.

The respondent further says that the mortgage referred to in the bill, to Angel, was paid by his note and mortgage to said Angel. He admits that he came to this country at the intimation of complainant, but denies that he came in destitute circumstances, for he was skilled in the art of ship building, as well as having general business qualifications and with sufficient means at his command to establish himself independently of his patronage; and he further says that he does not know whether said deed from Vincent was executed at the request of complainant, but denies that the sum of fifteen thousand dollars, as stated, as a consideration in said deed, was merely nominal, but states that it was the price at which he purchased the estate of said Vincent, who sold him the same on time, secured by his negotiable notes and mortgage of the estate; and he denies further that the intent and object of the conveyance was that he should hold the estate for the use and benefit of the complainant, or for the purpose of enabling himself to manage it with more facility, for the use and benefit of complainant.

The respondent admits that he did not pay any money to said Vincent, on account of said purchase, for by the terms of the contract no part of the said purchase money was payable in cash, but the whole amount was received as before stated, and said Vincent informed him that he had transferred said notes and mortgage to the complainant for a valuable consideration, soon after the purchase, and before any money had been paid.

"And this defendant further answering saith he denies the allegation in said bill, to the effect that any agreement, either verbally or in writing, was ever made between the complainant and this defendant, by which complainant should draw from the earnings or receipts of the Puuloa property a sum of $100 per month, or any other sum of money, or by which the complainant was to have any interest in, or share of, the profits of said property or establishment, or that defendant was to keep any account, or make any settlement with complainant, in relation thereto, as in bill alleged; and also denies the allegations in said bill that this defendant, for a long time, or at all, continued to pay, or ever paid to the complainant, any sum of money, on such pretended agreement, or for any share or interest in Puuloa establishment; but saith that this defendant did pay, from time to time, very large sums of money to the complainant, as holder of the said promissory notes and mortgage."

The respondent answers and says that the house placed on the estate by complainant was so placed by his request, and not in the exercise of an undoubted right; and further, that the complainant has never been accustomed to examine the books containing an account of the business of the said estate; nor has he ever made a request so to do since respondent purchased the estate. He further denies that there was any understanding and agreement with him that he was to convey the estate to the complainant on his request, or to any one whom he might direct.

The respondent further answers that the complainant has not made any attempts to obtain a settlement with him, in relation to said estate, or the business connected therewith as alleged, or pretended any right to a settlement in relation thereto.

The complainant replies that he does not know whether the respondent executed notes to said Vincent for $15,000, secured by mortgage; neither does he know whether they were transferred to him by indorsement or assignment. The repliant further avers that if they were executed, it was for form only, and no such mortgage is recorded; and further, that for a year from October, 1855, the defendant had possession of all the papers belonging to him, and that, if such papers were executed, and in existence, they are in possession of the defendant.

The complainant replying, further avers that the sum of $145 was never paid by the defendant, and received by the complainant for cattle; nor were the cattle ever sold by plaintiff or bought by the defendant; that many more cattle have been bought since said advertisement for sale, by property, on the estate belonging to complainant, and have been taken for debts due to him; and further, that all the averrments in complainant's bill are true.

Upon the coming in of the answer, the counsel for the respondent moved to dissolve the injunction, which had been granted, to restrain the respondent from conveying the real estate and the personal estate thereon. And contended that the injunction should not have been granted, and ought to be dissolved, on the ground that it is not alleged in the bill that the defendant intends to alienate the *real estate*, but only the personal property thereon; or that it is in the knowledge of the complainant that respondent intends to alienate the property. Neither does the bill allege it, on information and belief; but it alleges only that the plaintiff has *reason* to believe, not that he does believe, that the defendant is intending to alienate property *on* the estate.

It is very true that an injunction must be specifically prayed for in the bill. It is the uniform practice not to grant this remedial process, unless it is so. This constitutes an exception from the general doctrine, as to the efficacy to the prayer for general relief; and there is some reason for this exception, for it has been truly said that the defendant might make a different case by his answer against the general words of a bill, from what he would have done against the specific prayer for an injunction.

The injunction in this case was prayed for specifically in the bill, and this prayer was based not upon any averment of knowledge of the intention of the respondent to make sale, but upon the alleged merits of the bill, and the legal apprehension that the respondent might be induced, by the suit, to place the title of the estate in other persons. The allegations, as contended for by the respondent, would strengthen the prayer for an injunction, especially if supported by affidavits, because there would be reason for dissolving this injunction, if it was in proof that the respondent was negotiating to sell and convey the estate, either real or personal; except the personal estate in the ordinary course of business.

If the allegations in the bill are true, the respondent should convey the estate to the plaintiff, for he holds it in trust, at the will of the complainant, and after demand, the respondent should state his account, and make his conveyance, and there would be perfect justice in restraining the sale under such a state of facts. I do not regard the allegations in cases like the present, as necessary as contended for by the respondent's counsel, of knowledge that he intends to sell. If such intention is necessary to be alleged, it is necessary to be proved. Those most adroit and skilled in fraud would be careful not to permit any intention to be discovered. But, when the allegations are based on the fraudulent conduct of a party, as a matter of precaution, an injunction may be issued, although the party cannot prove any effort or intention to sell.

I do not regard the authorities cited by the respondent's counsel as sustaining the position assumed by him. It would be a restraint upon the action of the Court, by which innocent parties might seriously suffer. While Courts should be certainly careful in issuing writs of injunction, it should not be placed within the power of an adroit and skilful man to prevent it, by taking a course which would prevent proof of a knowledge of his intention to sell. But, I regard the granting or refusal of an injunction before answer as a matter resting in the sound discretion of the Court, in view of the nature of the case, and of the whole allegations in the bill; and I regard a specific prayer for an injunction in this case as sufficient, without the allegations as contended for in the bill. There are many cases when this intention should be alleged and proved before an injunction should be imposed on one's business, but this is not of that class of cases. I know of no authority which makes it necessary in a case of this character, and if there was, I should hesitate to follow it in all cases, for it might lead to great inconvenience, additional expense of litigation and delay, and, perhaps, irreparable mischief.

It is contended further that all the equities of the bill, having been fully and unequivocally denied by the answer of the respondent, that therefore the injunction ought to be dissolved. It is undoubtedly true, that if the whole merits are satisfactorily denied by the answer, the injunction is ordinarily dissolved. But there are, as Mr. Justice Story says in Poor *vs.* Carleton, 3 Sum. Rep., 74, exceptions to the doctrine, and these for the most part are uniformly resolvable into the principle of irreparable mischief, such as cases of asserted waste, or of asserted mismanagement, in partnership concerns, or of asserted violations of copyright, or of patent rights. In cases of this sort the Court will look to the whole circumstances, and will continue or dissolve the injunction in the exercise of a sound discretion.

He says further: "I confess that I should be sorry to find that any such practice had been established as that a special injunction should be dissolved upon the mere denial by the answer of the whole merits of the bill. There are many cases in which such a practice would be most mischievous—nay, might be the cause of irreparable mischief. The true rule seems to be that the question of dissolution of a special injunction is one which, after the answer comes in, is addressed to the sound discretion of the Court."

The answer to a bill is regarded as true until disproved, and it is a general principle of law that an injunction will not be continued when it denies all the equities of the bill.—Hoffman *vs.* Livingstone, 1 John, Ch. 211; 4 H., 26. Neither will it be continued when the answer defeats the grounds upon which the injunction was based.—Orr *