

The Hawaiian Star

DAILY AND SEMI-WEEKLY.

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GEORGE F. HENSHALLMANAGER

FRIDAY.....MARCH 5, 1909

GOVERNMENT BY POLITICAL COMMITTEE.

The local municipal mix-up is not at all a nice affair, and it shows by far too much politics in the consideration of municipal business. There are varying views as to where the blame lies. Many place it upon the supervisors for evident efforts to curb the power of the elected Democratic mayor. But it must be remembered that there is in reality no such person. It must be remembered that the elected mayor is guided absolutely by a partisan committee. The appointments which the supervisors resent are not those of the mayor but of a political clique. Suppose we ask the question, Is there a single message, communication or even a ruling during meetings of the municipal board that is really a message, communication or ruling by the man elected mayor? What is the answer? Does not everybody know very well that the mayor's every act is dictated by his political committee? Haven't the supervisors and the people seen him springing messages he couldn't properly read, much less understand? Messrs. W. A. Kimnew, E. M. Watson and C. L. Rhodes are citizens of excellent repute, but they were not elected mayor, nor chosen by the people as a triumvirate to manage a dummy mayor. The starting of the political controversy was absolutely the work of the elected mayor. During the days preceding the date on which he was to become chairman of the Board of Supervisors, he went into conference, not with members of the board, not with his elected official legal adviser, not with his prospective associates in administration, but with his partisan political committee. This committee, and he, made up a programme for running things from the Democratic headquarters without consulting the rest of the elected government at all. That any Republicans should blame the supervisors for resenting this sort of scheme is most extraordinary. If the Democrats had elected a mayor who was ready to act for himself, with whom the supervisors could discuss business, would it not be easy to compromise over appointments, where disagreements were threatened, and to reach a working basis, just as one is reached in hundreds of communities where public boards are politically divided? But suppose that Mr. Supervisor Blank should go to our esteemed mayor with a proposal. Would he get an answer from the mayor? Not at all. The gentlemen of the Democratic county committee would thrash the matter out and supply the mayor with an answer. Is it to be expected that a Board of Supervisors six to one Republican shall submit to government by Democratic county committee?

THE NEW LIQUOR AGITATION.

We beg to repeat that if there is to be any amendment of the present liquor law it should be one in the direction of strengthening its general system of regulation. We also wish to repeat that no Republican can vote for any other kind of amendment without breaking his pledge to carry out the party platform and thus destroying the faith of the people in his party organization. A pledge taken before the people as a means of getting their votes is a solemn thing, and any Republican who votes to undermine the system of the present liquor law by allowing appeals from a decision of a commission to the courts, is breaking his pledge. There is perhaps some reason in the criticism passed by some liquor men, that there is too much personal power in the hands of commissioners. Even here it might be answered, however, that courts have uniformly decided that such arbitrary and unjust powers are allowed in connection with this one line of business. However, in the interests of a "square deal" the amendment suggested some time ago is worth consideration. It is claimed with much plausibility that personal considerations might unconsciously influence even the best of liquor commissioners in reaching decisions and that therefore, on fundamental republican principles, absolute arbitrary power should not be given to individuals. By way of correcting this feature of the law, an appeal might be allowed from the commission to the governor, or to arbitration, or to the license commission of another district. There would be no harm in allowing appeals of this sort, always provided that the decision be one of immediate executive force and not further appealable.

As far as the general issue is concerned, it will not be surprising to see a somewhat strenuous campaign for Prohibition here. It is quite possible that such a campaign could carry the local electorate for Prohibition and very probable that a campaign in Washington could carry Congress for Prohibition in Hawaii. In this connection it may be noted that the first section of the draft of limitations placed upon New Mexico in framing a state constitution, published in these columns a few days ago, contains a provision that no liquor shall be sold or given to Indians under any circumstances. While we in Hawaii do not class the natives of this group in any way with Indians, it is very easy for agitators on the Mainland to put all in one class as "aborigines."

Yesterday Taft became President while Honolulu was eating breakfast. Washington could not call him President till noon. Who says Honolulu's slow?

The anti-saloon campaign is on again. Now let the fur fly. The liquor men started the rumpus, seeming to want a fight and they are going to get it.

From Dickens down, the writers who have burlesqued the law have hardly dreamed anything more absurd than submitting to a jury a question of whether a man is sane or not.

The Advertiser frequently asserts that if a Republican had been elected mayor things would have run smoothly and there would be no efforts to curb the mayor's powers. Not a doubt of it. And if the Board of Supervisors was Democratic it would harmonize with the mayor and help build a Democratic machine. It is also true that if there were no Democrats in Congress things would run more smoothly in Washington.

Last week The Star published a draft of President Eliot's ideal

law for a municipality. The nearest thing to it that has yet been attempted here is the system adopted by the present Board of Supervisors, which the Supreme Court declared illegal. President Eliot's system is government by a few heads of departments,—he avoids the objectionable term commission—and a division by them of the work and responsibility. The supervisors of this county sought to so divide work and responsibility among the chairmen of standing committees.

The writ of quo warranto being now sued out by certain appointees of the Mayor to secure possession of their claimed offices is the proper remedy, according to American judicial decisions, for the wrong alleged. If it had been taken at the outset, the dispute between the Mayor and Supervisors would probably have been decided within a week. It is a proceeding that goes right at the meat in the coconut. If the Mayor's appointments before taking office, under section 146 of the charter did not require the approval of the Board—the point that originally caused the whole row—the courts will now be in position to say so, and also to declare whether Wilson and the other Mayor's appointees took the steps required by law to qualify for their respective offices at noon of January 4. If it is decreed that the Mayor has the independent appointing power but that Wilson and the other suitors slept on their rights and did not qualify as the law requires, then it will be up to the Mayor to make new appointments. And the same if it is decreed that the Mayor's appointments are subject to approval of the Board of Supervisors.

Consistency is not necessarily a virtue, so we don't want to be understood as disapproving the changeable course of the Advertiser. But its effort now to hold Republican legislators to their convention pledges reminds readers of its recent claim that a pledge taken in the same way, under the same rules of the party, by Long, that he would support the action of the convention, was not a pledge to be respected. Having been on the wrong side at that time, the morning paper does well, of course, to set itself right, even though in doing so it lays itself open to the charge of being "on both sides."

MERCHANTS TO MEET

The Merchants' Association will hold a special meeting at 3 o'clock this afternoon to discuss the merchants license law and other matters which are before the present legislature.

This evening's program for the Methodist conference is the following: Epworth Leagues and Sunday Schools. R. H. Trent, presiding. Devotional Exercises by John McTaggart. "How to Build Up Our League Work?" Mrs. O. H. Walker. "How to Increase the Efficiency of Our Sunday Schools?" Mrs. John T. Jones. Helpful experiences by K. C. Lee, Otoo So, U. S. Kim, Arthur Robbins, M. G. Johnston and others. Bishop Smith will close with a message of cheer.

MORTGAGEE'S NOTICE OF INTENTION TO FORECLOSE AND OF FORECLOSURE SALE.

In accordance with the provisions of a certain mortgage made by the Hawaiian Mahogany Lumber Company, Limited, an Hawaiian corporation, to the Hawaiian Development Company, Limited, an Hawaiian corporation, dated June 24, 1908, recorded in the Registry of Deeds in Honolulu in Book 306, on page 181, notice is hereby given that the Mortgagee intends to foreclose the same for condition broken, to wit: non-payment of both principal and interest.

Notice is likewise given that after the expiration of four (4) weeks from the date of this notice the property covered by said mortgage will be advertised for sale and will be sold at public auction at the auction rooms of James F. Morgan, on Kaahumanu street, in Honolulu, on Saturday, the 27th day of March, 1909, at 12 o'clock noon of said day.

Dated, Honolulu, Territory of Hawaii, February 25, 1909.

HAWAIIAN DEVELOPMENT COMPANY, LIMITED.

By its President,

LORRIN A. THURSTON.

The premises covered by said mortgage, and which will be offered for sale, consist of the following described property and agreements, viz:

1. Agreement dated July 24, 1906, between J. O. Carter et al., trustees under the will of B. P. Bishop, and the Hawaiian Mahogany Lumber Co., Ltd., for the term of 15 years from and after the first day of January, 1907, giving the right to cut and remove Koa trees and logs from certain lands situate at Keahou, district of Kau, Island of Hawaii.
2. Lease dated March 19, 1907, from Carl On Tai, Henry On Tai and James On Tai, to the Hawaiian Mahogany Lumber Company, Limited, of the land of Kapallua or Kaepanu, situate at South Kona, Island of Hawaii, awarded to Z. Makuahia by Land Commission Awards 10218-10221, for the term of 10 years from the date thereof; said lease being recorded in the Register of Deeds, Honolulu, in Liber 288 on pages 273-275.
3. Agreement dated April 11, 1907, from William H. Shipman to the Hawaiian Mahogany Lumber Co., Ltd., granting right for 10 years to lumber Ohia trees from that portion of the land at Keauau, district of Puna, Island of Hawaii, lying between the 29 Mile fence and the 26 Mile fence of the grantor.
4. Lumbering agreement dated May 29, 1907, between Emanuel Friedlander and James B. Castle, giving the lumbering right

on the land of Honokua, South Kona, Island of Hawaii, being the land covered by L. C. A. 7713, R. P. 6857, to Victoria Kamamalu, which lumbering right was assigned by said J. B. Castle to the Hawaiian Mahogany Lumber Co., Ltd., by assignment dated August 8, 1907.

5. Lumbering agreement dated August 1, 1907, between A. W. T. Bottomley, Receiver of the Puna Sugar Co., Ltd.; the Puna Sugar Co., Ltd.; the Oiaa Sugar Company, Ltd., and the Hilo Railroad Co., to the Hawaiian Mahogany Lumber Co., Ltd., granting the right to lumber the timber on the land of the Catholic Mission near Pahoa, district of Puna, Island of Hawaii, the land of Keahialaka situate in the said Puna, and other lands of the Puna Sugar Company situated in the said Puna, during the term of 10 years from the date thereof.

6. Lumbering agreement dated August 1, 1907, from the Oiaa Sugar Company, Ltd., and the Hilo Railroad Company to the Hawaiian Mahogany Lumber Co., Ltd., granting right to lumber certain enumerated lots and parts of lots situated in Oiaa, Island of Hawaii, containing an area of 4500 acres more or less, during the term of 10 years from the date thereof.

7. Lumbering agreement dated August 31, 1907, from James B. Castle to the Hawaiian Mahogany Lumber Co., Ltd., concerning the lands of Kolo, Oieo-moana, Papa, Kalbi, Okoe, Honokua and all other lands now owned or which during the 10 years following July 1, 1907, may be acquired by said James B. Castle in the district of North Kona, South Kona, or Kau, on the Island of Hawaii, during the term of 10 years from the first day of July, 1907.

8. Lumbering agreement dated August 3, 1907, from the Kona Agricultural Company, Ltd., to the Hawaiian Mahogany Lumber Co., Ltd., to lumber trees on the lands of Hookena, Kalaiki, Ka-ohe, Kauhako and Honokua, in the district of South Kona, Island of Hawaii, for the term of 12 years from the first day of July, 1907.

9. Lumbering agreement dated August 9, 1907, from Lucy Peabody, Charles A. Reeves, Kahawai Mikona and Lucy K. Henriques to the Hawaiian Mahogany Lumber Co., Ltd., to lumber on the land of Kilauea, district of South Kona, Island of Hawaii, during the term of 20 years from the date thereof.

10. Lumbering agreement dated October 13, 1907, from E. C. Greenwell et al. to the Hawaiian Mahogany Lumber Company, Ltd., right to lumber on the lands of Kealakekua, Onouli, Hokuano, Halekii, Honokahau Nui and Kaumalumu, in the district of Kona, Island of Hawaii, during the term of 25 years from the first day of October, 1907.

11. Lumbering agreement dated November 19, 1907, from John A. Maguire to Hawaiian Mahogany Lumber Co., Ltd., on the land of Holualoa, North Kona, Island of Hawaii, during the term of 30 years from the date thereof.

12. Lumbering agreement dated May 8, 1908, from Marlon Jose to the Hawaiian Mahogany Lumber Co., Ltd., of land consisting of Lot No. 10 Kaoho Homestead, district of Puna, Island of Hawaii, containing an area of 84.53 acres, described in right of purchase lease No. 530, same to be exercised within one

year from the date thereof. Lumbering agreement dated May 15, 1908, between Sarah Benson Henry and the Hawaiian Mahogany Lumber Co., Ltd., concerning Lot No. 4 Kaoho Homestead, situated in Puna, Island of Hawaii, containing an area of 99 1/2 acres, timber to be removed within one year from the date thereof.

14. Lumbering agreement dated February 1, 1907, between Martin Porter and the Hawaiian Mahogany Lumber Company, Limited, concerning lumbering at 29 Miles, Oiaa, Hawaii, on lot W, Government Right of Purchase Lease No. 275, to Martin Porter, containing an area of 200 acres.

15. Lumbering agreement dated February 1, 1907, between A. J. W. Mackenzie and the Hawaiian Mahogany Lumber Company, Limited, concerning lumbering at 29 Miles, Oiaa, Hawaii, on lot 1, Government Right of Purchase Lease No. 274, to A. J. W. Mackenzie, containing an area of 200 acres.

16. Right of way dated April 11, 1907, from William H. Shipman to Hawaiian Mahogany Lumber Co., Ltd., across the land of Keauau, district of Puna, Island of Hawaii, from mauka end of said land to a point near the present terminus of the Hilo Railroad at Glenwood, Oiaa.

17. Right of way dated September 23, 1907, from C. R. Terry and W. S. Terry to the Hawaiian Mahogany Lumber Co., Ltd., over land situated in district of Puna conveyed to the grantors by W. H. Shipman and wife by deed dated November 2, 1899.

18. Right of way dated March 14, 1908, from F. G. Snow to Hawaiian Mahogany Lumber Co., Ltd., over land described in Lot No. 316 of the Oiaa reservation situated at Oiaa, district of Puna, Island of Hawaii, for a

term of 20 years from the date thereof. Lease dated August 12, 1907, by Commissioner of Public Lands to Hawaiian Mahogany Lumber Co., Ltd., of land located near 29 Miles on Volcano Road, Oiaa, district of Puna, Island of Hawaii, containing 3.04 acres, for a term of 2 years from August 12, 1907, at an annual rental of \$10.50.

19. Lease dated December 14, 1908, from H. Hackfeld & Co., Ltd., to Hawaiian Mahogany Lumber Company, Limited, of 38-00 acre, situate at Oiaa, being a portion of Oiaa lot No. 165, for a term of 3 years, at an annual rental of \$6.

20. Agreement dated August 21, 1906, between the Kilauea Volcano House Company and the Hawaiian Mahogany Lumber Co., relating to installation and use of water tanks at the Volcano House.

21. Contract dated November 14, 1907, by and between the Hilo Railroad Co. and the Hawaiian Mahogany Lumber Co., Ltd., relating to the transportation over the Hilo Railroad of the products, material and supplies of the Hawaiian Mahogany Lumber Co., Ltd.

22. And also all and singular all other lands, rights of way and numbering licenses and all railroads, buildings, water tanks, mills, machinery, tools, cars, locomotives, cables, goods, wares, merchandise, supplies, equipment, material and all other property, real, personal or mixed, now held or owned by the said Hawaiian Mahogany Lumber Company, Limited.

Further details and particulars concerning the property to be sold can be obtained at the office of the Hawaiian Development Company, Limited, in the Stangenwald building, Merchant street, Honolulu.

Sta.—Feb. 26; Mar. 5, 12, 19, 26.

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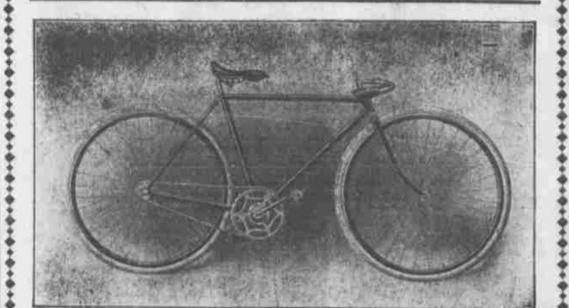
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