COMMERCIAL.

FRIDAY, FEBRUARY 2, 1877.

IN movements of shipping we have very little to report, viz: The arrival and departure of the mail steamer City of Sydney, to-day, and the departure of the schooner Bonanza yesterday, both vessels for San Francisco. The former took a large list of passengers hence, and the following freight: 652,573 lbs Sugar, 7589 lbs Coffee, 1600 lbs Peanuts, 32 pkgs Bees' Leaves, 978 bnchs Bananas, 8 pkgs Oranges, 11 do sundries, 1 tank goldfish, $4850 in coin. The Bonanza took domestic produce valued at $21,587.58.

Schr Fannie Hare and brig Elise are loading for San Francisco, to have dispatch.

The mail steamer Zealandia will be due from San Francisco on Tuesday next.

PORT OF HONOLULU, H. I.

ARRIVALS.

Jan. 27—Schr Warwick, Joe Bull, from Kalaupapa, Molokai
28—Schr Marion, Niks, from Koloa and Waimea, Kauai
29—Schr Paushi, Hopu, from Hilo, Hawaii.
1—Schr *Fairy Queen*, Peni, from Hanalei, Kauai.
Feb. 1—Schr Manuokawai, Kalua, from Nawiliwili, Kauai.
2—P M S City of Sydney, Dearborn, 14 days fm Auckland.
2—Schr Jenny, Ullama, from Kona & Kau, Hawaii.

DEPARTURES.

Jan. 27—Schr Manuokawai, Kalua, for Nawiliwili, Kauai.
30—Stmr Kilauea, Marchant, for Maui and Hawaii.
30—Schr Warwick, John Bull, for Kalaupapa, Molokai
30—H B M's S Fantome, Commander Long, for Hawaii.
31—Schr Ioland, Powers, for Maliko, Maui.
31—Schr Prince, Beck, for Kona and Kau, Hawaii.
Feb. 1—Schr Ka Moi, Reynolds, for Kahului, Maui.
1—Schr Nettie Merrill, Crane, for Lahaina, Maui.
1—Schr Marion, Niks, for Koloa & Waimea, Kauai.
1—Am schr Bonanza, Dexter, for San Francisco.
1—Schr Manuokawai, Kalua, for Nawiliwili, Kauai.
2—Schr Paauhi, Hopu, for Hilo, Hawaii.
2—Schr Fairy Queen, Peni, for Hanalei, Kaua.
2—P M S City of Sydney, Dearborn, for San Francisco

MEMORANDA.

REPORT OF P M S CITY OF SYDNEY, DEARBORN, COMMANDER.—Left Sydney Dec 15th, 1876, at 8.15 a m; arrived at Kandavu, Fiji, on the 22d, at 7.55 a m; transferred mails, passengers, etc, into the ss Zealandia. On the 26th, 6.30 a m, ss Australia arrived from San Francisco, and was placed in quarantine by the Health Officer, Commanders not deeming it advisable to transfer passengers, etc, for New Zealand; both ships left for Auckland at 1.40 p m, same day, and arrived at Auckland on the 30th, 8 a m; left Auckland for Sydney on the 31st, 12 p m, and arrived Jan 5th, 1877, 2 a m; Left Sydney again on the 12th, 3.30 p m, (Australia still in quarantine at that port) and arrived at Auckland on the 17th, 8 a m; left same day at 5 p m and arrived at Kandavu on the 22d, 7.50 a m; left same day at 8.50 a m and arrived at Honolulu Feb 2d. Exchanged signals with the ss City of New York on the 23d, at 7 a m. J O LYMAN, Purser.

IMPORTS.

FROM SYDNEY—Per City of Sydney, Feb 2d—13 cs preserved meats, 7 pkgs sodee, 66 cs brandy, 18 kegs butter and lard, 15 cs whisky, 1 do piano, 1 do sewing machine, 4 pkgs perfumery, 124 crates potatoes, 112 coils rope.

EXPORTS.

FOR SAN FRANCISCO—Per Bonanza, Jan 31st—

Cocoanut Oil, galls	3,300	Rice, lbs	53,300
Cocoanuts	1,333	Sugar, lbs	263,162
Coffee, lbs	100		

Value—Domestic.....$21,587.58; Foreign.....$1,054

PASSENGERS.

FOR WINDWARD PORTS—Per Kilauea, Jan 30th—E H Rogers, Geo Gray, E W Fuller, J F Smith, W M Gibson, Mr Bomford, H Cornwell, Geo C McLean and son, J D Spreckels, S Parker, Miss E Mitchell, Hon S K Kaai, A Walters, C J Lyons, A Morrow, A P Jones, C Macfarlane, Mr Stackpole, M Pico and wife, Mrs Morris, Mrs Jos Pico and child, Alona and wife, and about 55 deck.

FOR SAN FRANCISCO—Per Bonanza, Jan 31st—Mrs S L Dexter and 2 children, Mr Pomeroy and wife, T G Hughes, R Wench, Capt King, Sueykean.

FROM SYDNEY—Per City of Sydney, Feb 2d—Mrs Clevoin, Miss H Spalding.

FOR SAN FRANCISCO—Per City of Sydney, Feb 2d—Hon E H Allen, Gen'ls Grear, Ingalls and Meyers, A N Tripp, Sister E Bertha, R S Moffitt, H Thormen, L H Davis and wife, A S Patterson, Lieut Bonhoff, Thos Jolly, Geo S Snell, C H Alexander, Rev Mr Taylor, Mrs Logan, H Riemenschneider, S Magnin, G Martinez, Tuck Chow, Mrs Apack.

BRIEF MENTION.

DI MURSKA—Among the passengers from the Colonies to San Francisco was the Hungarian Nightingale—and Signor Susini, the basso.

DIPTHERIA prevails in New Zealand and is reported as assuming the character of an epidemic. They have also scarlet fever, and other zymotic diseases.

ANOTHER EXPOSITION.—We notice that there is to be an industrial and agricultural exposition at Cape Town, Southern Africa, on the 15th of March—next month.

RAMBLES IN THE OLD WORLD.—A very interesting letter—the first of a series—from the pen of Prof. Frank W. Damon, and dated at Paris, appears in the *Friend* for this month.

AMATEUR THEATRICALS.—We understand there will shortly be another performance by the amateurs who were so successful on a recent occasion. Due notice will be given of time and place.

CHILD LOST.—A letter from Kohala, dated on the 24th ult. says that a little child of Mr. Upchurch of that place, had been lost for several days in the woods, and had not been found at last accounts.

MAURITIUS.—Advices to the 13th November report an enormous quantity of shipping there awaiting freight, but none was offering except in small quantities and at such low rates that shipmasters deemed it better to lay up.

GOOD TEMPLARS.—The following are the officers elect of Ultima Thule Lodge No. 1, I. O. G. T. for the ensuing term:

W. C. T.	W. L. Hopper.
W. V. T.	Mrs. C. Blackburn.
W. S.	J. F. Noble.
W. F. S.	H. M. Lewers.
W. T.	D. P. Peterson.
W. M.	F. H. Oat.
W. J. G.	J. M. Oat.
W. O. G.	C. Blackburn.
P. W. C. T.	W. T. Paty.

AMATEUR PRINTING.—Prof. Clarke, of the Haleakala Boys Boarding School, Makawao, sends us a neat little affair of 28 pages, each page measuring an inch and a half by one inch, it being a selection of Scripture texts for use in the Sunday School. The printing is well done for amateurs. The title page of this diminutive book reads "Dew-Drops. 'My speech shall distill as the dew.' Published at the Haleakala Boy's School, 1877."

THE RAINS.—During the month past, the country, both here and on the other islands, has enjoyed fine rains, that make the agriculturist to rejoice. Our Makawao correspondent says: "On Wednesday the 9th of January, there fell in this district 3.25 inches of rain. January has in fact been a good month, rain having fallen very frequently, and in every instance has come down "drizzle drozzle" so that it has sunk into the ground, not as sometimes when it "pours" and runs off in freshets. It is to be hoped that the Ministry will see if they cannot utilize some of the water that runs to waste here every winter."

DEATH OF THE MOTHER SUPERIOR.—The Reverend Mother Maria Josepha, Superior of the Sisterhood of the Sacred Heart in these islands, died in this city on the 29th inst., after an illness of several years. The company of lady teachers of which she was the principal, arrived here on the 4th of May, 1859, and the schools for girls which they have maintained have been eminently successful and have exerted a very salutary influence on our society. The esteem in which the Mother Superior was held was evinced by the extremely large attendance of both young and old at her funeral, which took place on the 30th. This is the fourth of the Sisterhood who have deceased, and we learn that a reinforcement of their numbers is looked for.

FIREMEN'S PARADE.—The annual parade of the Honolulu Fire Department will take place this morning, when all the different companies will turn out in uniform with their machines and march in procession through the principal streets. Very fortunately we have seldom had occasion to require the aid of our Fire Department in actual service; but let us not on that account underestimate its value as a public institution—a standing insurance against fire. The line of march will be on the same route as last year, starting at 11 o'clock.

A CLEAR ATMOSPHERE.—At 6 o'clock P. M. on Thursday, Pilot McIntyre at his residence in the valley was sweeping the S. W. horizon with his glass, when he saw the upper masts of a vessel, in the direction in which the Australian steamer should be coming, and shortly after smoke arising. He felt sure that it was the steamer, and made his arrangements for her arrival off the port by 10 or 11 o'clock; which guess proved to be correct. Capt. Dearborn, of the *City of Sydney*, reports that at 6 o'clock P. M. he was by reckoning 55 miles distant from the entrance of the harbor. Capt. McIntyre's look-out is at an elevation of about 140 feet above the sea level. The atmosphere has latterly been remarkably clear about the islands.

THE PACIFIC

Commercial Advertiser.

SATURDAY, FEBRUARY 3.

THE resignation of Chief Justice Allen on Monday last, was followed on Tuesday by the reorganization of the Bench, Mr. Justice Harris, the First Associate, being promoted to the position of Chief Justice and Chancellor of the Kingdom, and Mr. Justice Judd, Second Associate to that of First, while Mr. Lawrence McCully was elevated to the Bench as Second Associate. This is the first instance in the history of the Supreme Court, since its original organization under Judge Lee, of regular promotion on the Bench. There have been numerous changes in the past by death or resignation, but vacancies have always been filled from without.

The first of these appointments had, from the very natural course of events, been foreseen for years. Besides being a ripe scholar (a graduate of Harvard) and a thorough lawyer, the present Chief Justice has had over a quarter of a century's active and intimate acquaintance with the Courts and the people of this country, as a private practitioner, public prosecutor, Cabinet Minister and judge. His familiar knowledge of the peculiarities of our people, our laws and usages, which has been acquired in this lengthy and varied experience, together with that characteristic (not always found in a judge) which we may term *approachableness* by all classes, constitute valuable qualifications for the high position.

Of Mr. Justice Judd,—who was elevated to the Bench nearly three years since, shortly after the accession of His present Majesty, and who now becomes First Associate,—it is only necessary to say that the opinion then expressed by us of his ability and fitness for the position has been fully sustained.

Mr. Justice McCully, the newly appointed Second Associate, is a native of the State of New York, a graduate of Yale College (as also is Mr. Justice Judd) has been a resident of the islands since 1854, and a member of the Hawaiian Bar since 1859. He was for several years Police Magistrate of Hilo, and filled with acceptance the position of Deputy Attorney General during the incumbency of Mr. S. H. Phillips. Besides the qualifications of a logical mind, a legal education and much experience in the practice of our Courts, he has the valuable additional advantages of being a good Hawaiian scholar and possessing a thorough knowledge of the native character.

WOOD AND WATER are the life of any country; without wood and water neither man nor beast can long exist anywhere, and vegetation—even of the commonest weed—becomes impossible. Without water there can be no wood, and without wood no water, and the absence of both means a barren waste, a dry Sahara, a field of death.

In view of the tour of inspection upon the other islands about to be undertaken by the Commissioners recently appointed in accordance with an act "To aid the Development of the Resources of the Kingdom," it occurs to us that among their duties should be that of a careful examination of localities with a view of deciding upon such as may afford facilities for the construction of natural reservoirs of rain water in those regions that are peculiarly liable to seasons of drought. This system has been followed for many years in Europe, where especially in Switzerland and the Tyrol are found numerous reservoirs, which receive the rain-fall or the water from the melting snows and glaciers, and from which it is distributed upon the cultivated lands. In Mexico, also, such reservoirs are found, often of great extent, and are formed by closing up the entrances of valleys surrounded by mountains. Instances are recorded where the existence of such reservoirs in the latter country has proved the preservation of many thousands of animals during long continued seasons of drought. It is quite probable that our Commissioners will meet with many valleys among the mountains of these islands where a small outlay of labor would suffice to create magazines of water to be used in case of necessity in farming operations on the lower lands, or in the way of replanting forests, or in creating a forest where none now exists—where the land is entirely barren, as at Waikiki near Honolulu, or upon the sandy plains between Wailuku and Ulupalakua. What a beneficial change might be created at the latter point in a very few years, and with a very small outlay! Leaving out of the question the theory about increasing the rain-fall, the prospective value of the firewood that would be afforded should demand attention. If that region were planted with seeds of the algaroba, dropped in a furrow made with a two-horse plow, planting say fifty acres at a time, and fencing with wire, the fence to be moved on to another fifty acres after the plants had had two or three years growth—the dreary waste would soon become a place of beauty and value.

A correspondent at Makawao informs us that on the 9th of January there fell in that district, 3.25 inches of rain, extending over an area of at least five miles square. Now the above amount of water would fill a tank 3000 feet square and twenty feet deep—if we had the tank. The rains that do the most good are of course those that fall gently, when every cubic inch sinks into the ground; the destructive rains are those that "pour," for then the land-owner sees the best of his hillside soil carried down to the low lands, to his loss. Just how much of the top soil is thus carried away may be roughly estimated by noticing the rapidity with which hollows in the face of the ground in the wake of freshets are filled with silt, and how denuded of earth the bare hillsides become. If the cultivation of trees and shrubs afforded no other result, their office as arresters of escaping soil would, of itself, be of inestimable value.

Supreme Court Decisions.

Kaaihue vs. Crabbe. A majority of the Court has ordered a new trial in this somewhat celebrated case. The claim of the plaintiffs to the land was that of inheritance from one Kalamau; and also by prescriptive use for over twenty years. The defendants claimed under a deed of conveyance from Kalamau of Feb. 26, 1850. The defendants moved for a new trial, alleging as grounds therefor that the verdict was contrary to law, evidence and instructions, and error of the Court in giving and refusing certain instructions; and also for newly discovered evidence. The Court rejected the last ground. The Court in commenting on the statute requiring registration of deeds to make them admissible in evidence against subsequent deeds duly registered correctly remark, that this statute does not make an unregistered deed (as the one in question) a nullity; but the inference of the Court that "it would seem that the jury so regarded it," must be regarded as conjectural, since evidence of adverse possession in the plaintiffs, as well as evidence of the genuineness of the grantor's signature, was before the jury, and either their belief of the former or disbelief of the latter would have justified their verdict. The Court also state correctly that no direct evidence was offered to impeach the deed; but the fact that the defendants undertook to prove the deed, by proving not only the signature of the witness but that of the alleged grantor also, and the fact that the proof of the grantor's signature was attacked by the cross-examination is not alluded to. The Court recognize the principle that the landlord and tenant act applies only to cases of admitted tenancy, and cannot be used in lieu of ejectment. The Court in this case consider some questions of law which are involved, although the Bill of Exceptions raising them does not show that the points were duly excepted to at the trial.

Mr. Hartwell for plaintiffs; Messrs. Jones and Preston for defendants.

H. A. Widemann vs Kalapu. As this case involves questions of great interest to planters, we print the statement of the matters submitted by agreement to the Supreme Court, together with its opinion. The plaintiff, we understand, relied mainly on the power of attorney, and the absence of any necessity of his continuing to own the land itself.

Agreement to transfer cause to the Supreme Court in Banco.

It is hereby agreed by and between the above named parties as follows, viz:

That the Plaintiff claims the services of the defendant under and by virtue of a contract of labor, a copy whereof is hereto appended, which contract was duly executed in duplicate, and under the following statement of facts viz: That at the date of said contract Charles C. Harris and the said H. A. Widemann were owners of the Waihee Plantation and were carrying on and managing said plantation for their joint interest as co-partners.

That on the 15th day of August, A. D. 1876, the said Charles C. Harris released to the said H. A. Widemann his interest in the said plantation.

That on the 20th day of September, A. D. 1876, the said H. A. Widemann executed the conveyance to James Makee and John D. Spreckles which is filed herewith, reserving to himself a certain undivided interest in the crop of said plantation, and as a part of the consideration for such conveyance making said James Makee his attorney to enforce all outstanding labor contracts, as shown by indenture of agreement and letters of attorney whereof copies are herewith filed. That the Plaintiff brought suit against the Defendant to enforce said contract before the District Justice of Wailuku on said Island of Maui, on the second day of November, A. D. 1876, and said Magistrate thereupon ordered and adjudged that the said defendant do return to the plaintiff's service on said plantation, from which judgment the defendant appealed to the Circuit Court of said second Judicial District.

That by leave of said Circuit Court first had and obtained the said cause is agreed to be transferred from said Circuit Court to the Justice of the Supreme Court in Banco, to be heard by them at any time in vacation or in term time when they may so direct, and their decision thereon is to be final to determine the rights of the said parties in the premises.

ALFRED S. HARTWELL, attorney for plaintiff.
EDWARD PRESTON,
WM. H. HALSTEAD,
Attorneys for defendant.

Lahaina, Island of Maui, Dec. 5th 1876.

I hereby certify that the foregoing is a true copy of the original agreement filed in the clerk's office of the second Judicial Circuit Court in the within mentioned cause. HENRY DICKENSON, JR.
Clerk Circuit Court, 2d Judicial Circuit.

Lahaina, Dec. 13th 1876.

The owners of the Waihee Plantation vs. Kalapu.

ALLEN, CH. J., HARRIS AND JUDD, J. J.

This is a statutory action to enforce a contract for service, brought up by appeal from the district court of Wailuku to the circuit court of the second judicial circuit; the jury waived, and the case transferred by consent, to the Supreme Court in Banco.

It appears from the papers and admissions filed that this contract was made on the 19th of January 1876, by which the Defendant agrees to work for the term of thirty-four months for the "Owners of the Waihee Plantation" then being Messrs. Charles C. Harris and Hermann A. Widemann: that on the 15th day of August A. D. 1876, Mr Harris sold his interest to Mr Widemann, who then became the owner of the entire plantation. This was a dissolution of the partnership. 1 Parsons Contract, page 130.

Section 1424 of the Civil Code enacts "That where the servant is bound by any company of individuals, the death of any one partner or the change of partners in each company, shall not operate to release such servant from the terms of his contract."

This we take to mean that whatever changes may take place in the original firm employing the laborer, the contract continues to be binding so long as one of the original members remains in the firm, to whom the laborer can look for the payment of his wages, for directions as to his labor, and for humane treatment, all of which were the considerations, which induced him to enter into the contract,

The term "The owners of the Waihee Plantation" in this contract is no more than the title, by which this co-partnership was known; that is, it is the firm-name under which this enterprise was conducted. It cannot be claimed that the Defendant by the form of his agreement, contracted to work for whomsoever might become the owners of the Waihee Plantation, for then there would be no individuals ascertained to whom the service was owing, or in case of a change of ownership, these individuals would be ascertained independently of the servant's will.

On the 20th of September 1876, Mr. Widemann sold the Waihee Sugar Plantation to James Makee and John D. Spreckles, but reserved a certain share in the proceeds of the plantation as stated in an indenture cotemporaneously executed. By this indenture the purchasers of the plantation agree that Mr. Widemann shall receive during the term of two years, three fourths of all the gross proceeds of the crops on the Waihee Plantation, in consideration of a reduction made by him in the agreed price of the plantation, and in the further consideration that Mr. Widemann employ and retain the laborers then employed on the plantation under labor contracts, and Mr. Widemann at the same time gave Mr. Makee a Power of Attorney to manage the labor in his name.

Story defines a co-partnership to be" a voluntary contract between two or more competent persons to place their money, effects labor and skill, or some or all of them, in lawful commerce or business, with the understanding that there shall be a communion of profits between them."

Lindley on co-partnership, section 12, says; "An agreement to share profits and losses, may be said to be the type of a partnership contract;" and again, "Although it has already been pointed out, that to share profits is prima facie an agreement for a co-partnership, yet it is conceived rightly that a partnership, is not the result of an agreement to share gross returns." 1 Lindley on Partnership 77.

Tested by this definition Mr. Widemann is not a partner, for he does not share in either the profits or the losses of the plantation, but in its gross proceeds.

This indenture contains a condition that the percentage to be paid Mr. Widemann shall cease upon any sale of the plantation. This would militate against the idea that the payment of the percentage was upon any valid consideration except the one last stated i. e. the employment of the laborers by Mr. Widemann under their contracts, and by itself, would be nothing more than the agreement between Widemann on the one part and Makee and Spreckles on the other part, by which Widemann in consideration of this percentage was to retain and employ the contracted laborers on the plantation of Makee and Spreckles.

Now the Plantiff can only have the right to enforce the personal services of the Defendant by virtue of the Master and Servant Act, subject to provisions of which this contract was made.

When Mr Harris left the partnership Mr. Widemann being the remaining partner had the right to compel the service of the respondent by the 1424 section of the Civil Code which controls the whole matter. And if he has taken Messrs Makee and Spreckles into partnership then the partnership thus formed would have a right to compel the service: so that the question rises whether this is a change in the partnership, which is provided for by the law, or a mere attempt to assign the contract, which in itself, is unassignable.

Now it is clear that Widemann had conveyed the absolute interest in the Estate, and had nothing more to convey: he would have to pay no share of its losses, and he would enjoy no share of its profits. The clear averment is that he would have three quarters of one per cent of its gross proceeds, not of its net proceeds as part payment of the price for which he sold, thus averring a sale of the whole Estate. He has no voice in the management of the Estate or even in its sale, if Messrs Makee and Spreckles shall see fit to sell it. He is in no respect an owner of this plantation in which title this action is brought. Messrs Spreckles and Makee are the sole owners of that plantation and they are not the owners with which this man contracted.

Judgment for Defendant.

ELISHA H. ALLEN.
CHAS. C. HARRIS.
A. FRANCIS JUDD.

HON. A. S. HARTWELL, for Plaintiffs.
E. PRESTON, for Defendant,

Honolulu, January 30th 1877.

The Execution at Apaiang.

HONOLULU, Jan. 26th 1877.

To the Editor of the Pacific Commercial Advertiser:

SIR: H. B. M's. Schr. "Renard," Lieut. Com. Pugh, entered the lagoon of Apaiang, Gilbert Is., on Sunday afternoon April 23rd 1876. She was sent to see that the murderer of Mr. A. J. Keyes, a British subject, was executed by the King of Apaiang. The government of Apaiang is not yet recognized by nations as a civilized government, so Capt. Pugh could not treat with the King as he could with a regularly organized and recognized government. But Te Kaie, King of Apaiang, had given Mr. Keyes a written promise of protection to life and property, therefore the King, and not Capt. Pugh must execute the murderer. On Monday Capt. Pugh asked me to go on board the "Renard" and give all the evidence in my possession as to the murder. Capt. R. Randolf, a British subject and trader, was also called. On Tuesday afternoon the King and a high chief by name of Te Kabunare were called on board, and received with honor. On being shown into the cabin, Capt. Pugh asked Te Kaiea if he was King of Apaiang. He said he was. When shown the written promise of protection he had given Mr. Keyes he said "That is it. I know what it means, I signed that with my own hand." Capt. Pugh then asked him why he did not promptly arrest and execute the murderer. The answer was "I was at Butaritari at the time." "Why did you not" said Capt. Pugh "send to Marakai as soon as you got back and bring him over here and execute him." Now mark the answer: "The missionary told me that I ought to do so, and that a British man-of-war would be here to settle about it if I didn't; but I didn't know whether you would really come. My mind was that if a man-of-war should come it might execute the man, if not *he might live.*" Capt. Pugh, looking at his watch said, "Within two hours a large canoe filled with men must be on the way to Marakai to get the murderer. If you think the people there will try to protect the man send canoes enough and men enough to overcome all opposition. Don't return without him." Te Kaiea asked: But what if we don't bring him" The reply was such as the commander of a war vessel should have made, "If you do not bring him you will not see my face again." And through us told him his village would be destroyed at once if the canoe returned without the murderer. A canoe with only five men, bearing letters to Kanoho—the Hawaiian missionary—and a trader on Marakai instructing them to tell the natives to give up the criminal or have their whole island destroyed by the man-of-war—left within two hours. Thursday evening it returned with the murderer. He was secured on the "Renard" that evening. Many of his friends came, armed, from the North, saying they would rescue him. And Te Kaiea said the people of Apaiang would fight if the Captain landed with his crew. Friday morning at a quarter of eight two boats put off from the "Renard"—which had dropped down and was lying directly under the King's house—and landed Lieut. Com. Pugh, Lieut. Reese, fourteen of the "Renard's" crew (there were but twenty six all told) and the murderer with a rope round his neck, and his hands firmly tied behind him. The crew formed on the beach, loaded with ball cartridge, fixed bayonets, and marched directly in front of the crowd of five hundred or more natives, and, turning their backs on the crowd, stood facing the cannon to which the man was to be bound. The natives who were armed slunk off through the crowd, and all were so frightened they didn't know whether to stand or run. The murderer was tied to the mouth of the gun, the torch was applied—all by the natives, at the command of the king, and without a moments suffering Tekeaua passed to the next world, and his mangled remains lay on the beach where he used to play when a boy. The mode of execution seems horrible, but may it not be that just such a lesson was needed by the people? At first I felt as many do now, but afterwards I saw the good effect of it. Capt. Pugh's orders were strict; he must see the king execute the murderer, and he did. By threatening to destroy his village if the murderer was not secured. And if he fired the captain was compelled to fire on the king's village, because the king had given Mr. Keyes a written promise of protection. Threatening to destroy the whole village, I think was not wise. For in so doing he would necessarily destroy the misson premises, and have a bill of some $2,000 to pay, which would have injured the effect, on the natives, of their punishment.

The whole people were guilty, because not more than fifty wanted to have Tekeaua executed. If Capt. Pugh had replied to Te Kaiea, 'If you do not bring the murderer, you will lose our confidence and respect, and we will have nothing more to do with you,' the canoe would not have started to Marakei, Tekeaua would now be living, and no native would fear to kill a white man on the slightest provocation. That would have been greater injustice than to blow the man from the cannon's mouth.

Yours truly, HORACE J. TAYLOR.

Last year when the *Star* left Apaiang, the natives talked about driving all the whites off the island, and I felt the missionaries were in real danger. This year when we arrived at Apaiang, I was greatly surprised to see the change in the appearance of the natives. They were very respectful and kind to us and to the missionaries, and I soon learned the cause; it was the execution of the murderer of Keyes. They were compelled to do it by the Captain of an English man-of-war, and it had the best effect of anything that has been done there for a long time.

Men have to be persuaded sometimes according to their education, and this people that have learned to eat one another can be persuaded quickest by the voice of a cannon.

There is yet the sum of $400 due from the King of Tarawa to the American Board for mission property destroyed; if there is an American man-of-war sent down there right away, it can be collected no doubt without blood shed, but if it is put off for a year or so, it is my opinion, as well as Mr. Taylor's, that the natives will kill the Hawaiian Missionary there. A. D. COLCORD.

DEPARTURE OF JUDGE ALLEN.—His Excellency the Hawaiian Minister Resident in the United States sailed yesterday for San Francisco mail steamer. His Majesty the King, the Prince Leleiohoku, the Judges of the Supreme Court, the King's Ministers, and many personal friends of the retiring public servant assembled on the wharf to shake hands and wish him God-speed. The Band was in attendance and played several appropriate airs, finishing with "Auld Lang Syne" as the vessel started from the wharf.

SMALL POX.—The steamer from the Colonies which arrived on Friday morning was considered as due on Monday, and we learn that the delay was caused by the presence of small pox on board the *Australia*, on the passage to Sydney, necessitating the putting of that vessel into quarantine, the *City of Sydney* being thereby made to do double duty for a time. The *Australia* sailed from Honolulu on the 15th December, and the disease appeared (one case) on the 23d. The steamer was placed in strict quarantine at the Fiji Islands.

LATER FOREIGN NEWS!

Via Sydney per Cable.

The *City of Sydney*, which arrived yesterday morning, brings Colonial papers to the 15th January, from which we clip the following cablegrams, which are six days later than our advices via San Francisco:

LONDON, January 9th.—At the meeting of the conference on Turkish affairs on Monday, Lord Salisbury refused to admit the arguments of the Turkish delegates, who were equally persistent in rejection of the conditons proposed by the Representatives of the European Powers and entered into a debate on the question of the guarantee, especially with reference to the proposed international commission.

LONDON, Jan. 10th.—It is generally expected that the Conference of European Representatives will end in failure.

The Turkish delegates will yield nothing substantial.

Abul Hamid, replying to a petition from a number of subjects at Adrianople who sought permission to take up arms against their common enemy, said that if war was necessary he would at once place himself at the head of the Turkish forces.

The Russian Levant squadron has rendezvoused at Odessa.

LONDON, Jan. 11.—An election crisis occurred at New Orleans through the Democratic Militia obeying the orders of Lieutenant-Governor Witty.

The Republican officers were duly installed, when the Democratic official corps and Militia blockaded the Republican Governor and Legislators in the State House. There was however no bloodshed.

President Grant has ordered the Federal commander of Louisiana, General Augur, to take steps to maintain peace, without in any way recognizing the Democratic Governor.

C. S. BARTOW,
AUCTIONEER, SALESROOM ON QUEEN Street, foot of Kaahumanu. fe3 1y

FOR SALE.
A NEARLY NEW BLACK WALNUT Chamber Set, Marble Top Bureau, Hair Cloth Sofa, Etc. complete. Enquire of H. I. NOLTE, Corner of Queen and Nuuanu Sts. fe3 3t

NOTICE.
MESSRS. A. S. CLEGHORN & Co., HAVE to notify the public that owing to the illness of Mr. J. PORTER GREEN, that gentleman is no longer authorized to collect their accounts.
Honolulu, February 1st, 1877. fe3 2t

NOTICE.
THE UNDERSIGNED OFFERS HIS SERvices to the public as collector of accounts, as well as copying, etc. All business entrusted to him will be attended to with dispatch, fidelity and accuracy. Office with Cecil Brown, Esq., Kaahumanu Street.
fe3 3m. R. W. LAINE.

NOTICE.
AT THE ADJOURNED ANNUAL MEETING of the Kohala Sugar Company, held January 27th, 1877, the following officers, for the ensuing year, were elected, to wit:

J MOTT SMITH.....PRESIDENT.
SAM'L C ALLEN.....VICE PRESIDENT.
SAM'L N CASTLE.....TREASURER.
J P COOKE.....SECRETARY.
DAN'L SMITH.....AUDITOR.

J P COOKE,
fe3 2t Sec'y Kohala Sugar Company.

WAILUKU PLANTATION!
WAILUKU, MAUI. CROP OF 1876
For Sale by C. BREWER & Co., Agents.
fe3 3m

HONOLULU FIRE DEPARTMENT
ANNUAL PARADE!
THE SEVERAL COMPANIES OF THE Department are requested to assemble in the Square opposite the House of Mechanic Engine Co. No. 2, at 9:30 o'clock, **This Saturday Morning, in Full Uniform,** with their several apparatus, for the purpose of forming the Annual Parade. ☞ A full attendance is requested. ☞ The Procession will start at the tap of the Tower Bell.
Per order, CHAS. T. GULICK,
Honolulu, February 3d, 1877. Sec'y H. F. D.

LOOK OUT FOR VALENTINES!
Will shortly be opened up a fine variety
— OF —
Sentimental and Comic Valentines,
ordered with special reference to this season's requirements, by
THRUM & OAT, Stationers.
Orders by mail faithfully attended to. fe3 2t

AT
DICKSON'S ART GALLERY!
61 Fort Street,
MAY BE FOUND,
— IN ADDITION TO —
His Large & Varied Stock
— OF —
Photographs!
PICTURE FRAMES, &c.
AN ELEGANT & EXTENSIVE STOCK
— OF —
Rare & Beautiful Corals
WHITE, RED, PURPLE AND BLACK;
Rare Specimens!
— OF THE —
FINEST PINK SHELLS!
In Great Variety.
HAWAIIAN FERNS,
BEAUTIFULLY MOUNTED, IN SETS; AND
A LARGE SUPPLY OF RARE SEA MOSSES
OF THESE ISLANDS.—GIVE US A CALL.
fe3 qr

Superior
OREGON HAMS, SUGAR CURED
Oregon Oats and Bran,
COLUMBIA RIVER SALMON,
In Barrels and Half Barrels;
JUST RECEIVED AND FOR SALE LOW.
— BY —
CASTLE & COOKE.
fe3

IRON WATER WHEEL FOR SALE.
MANUFACTURED BY THE McONIE'S, in Glasgow. The wheel is in perfect order, and almost new; is 24 feet in diameter by 3 feet on the face. There are two spare sections of side plates of buckets belonging to it. For further particulars, terms, &c., apply to Dr. J. WOIFF, Kohala, Hawaii, or to J. T. WATERHOUSE, Honolulu.
ja13

TENDERS WANTED
FOR THE CONSTRUCTION OF
TWO AUXILIARY BUILDINGS!
To the Queen's Hospital,
to be placed on the grounds.
PLANS AND SPECIFICATIONS FOR INSPECTION
At the Office of the undersigned.
Sealed Tenders to be handed to him on or before Feb. 10th.
By Order of the Board of Trustees of the Queen's Hospital.
F. A. SCHAEFER, Secretary.
Honolulu, Jan. 24, 1877. ja27 3t

MAGIC INK!
— THE —
MOST WONDERFUL DISCOVERY!
Of the Age.
CALL AND EXAMINE,
FOR SALE AT
ja27 2m A. L. SMITH'S, Fort Street.

PUBLIC NOTICE.
THE FOLLOWING OFFICERS WERE elected for the ensuing year at the annual meeting of the Haiku Sugar Company, held January 13th, 1877:

J MOTT SMITH.....PRESIDENT,
S T ALEXANDER.....VICE PRESIDENT,
J P COOKE.....SECRETARY,
S N CASTLE.....TREASURER,
C M COOKE.....AUDITOR.

Per Order, J P COOKE,
ja20 3t Secretary Haiku Sugar Co.

KAPIOLANI PARK ASSOCIATION.
NOTICE IS HEREBY GIVEN THAT AT a meeting of the Board of Trustees held the 17th day of January, 1877, an assessment of ($25) Twenty-five dollars per share was levied upon the capital stock of the corporation, payable immediately to the Treasurer at office of Bishop & Co.
By order of the Board of Trustees,
ja20 3t H. MACFARLANE, Secretary.

NOTICE TO TRESPASSERS.
ALL PERSONS ARE HEREBY FORBIDDEN to trespass on the land called WAIMANALO, in the Ahupuaa of Honouliuli, District of Ewa, Oahu, by letting cattle run on the same, or by cutting, or taking wood, or killing wild cattle, or hunting on said land.
The boundaries of said land are described as follows: "O na Aina Hoolimaima mua ia John Meek. O ke Kula o LIHUE, a me ke Kula o HONOULIULI, ma ka aoao mauka, a me na aoao makai o NANAKULI, ma kahi aoao a na Koolina, ma kahi aoao."
Honolulu, March 11, 1876. (mh11 tf) J. H. CONEY.

JUST ISSUED
THE
Hawaiian Almanac and Annual
For 1877!
THE MOST COMPLETE NUMBER YET published, and the best pamphlet to answer foreign enquiries that has been issued, as well as the fullest in information for local requirements.
Price, 50cts each, or 60cts for foreign mail.
☞ Orders from abroad can be remitted in stamps.
THRUM & OAT, Publishers
ja20-1m Honolulu, H. I.

NOTICE TO CREDITORS.
A THIRD AND LAST DIVIDEND OF 40 per cent. will be paid by the Assignees of Siemsen & Conway at the office of A S Cleghorn & Co. on and after WEDNESDAY, January 17th, 1877.
A S CLEGHORN,
Assignee of Estate Siemsen & Conway
Honolulu, Jan. 16, 1877 ja27 2t

C. BREWER & CO.
Offer for Sale to Arrive,
PER AMERICAN SHIP CORINGA,
FROM BOSTON!
Due in March next, the Largest and
Most Complete Assortment
—OF—
General Merchandise!
Ever Imported into this Country, consisting in part of:
Steam Coal, Red Oak Casks, forty gallons each,
Cumberland Coal, 30 ft. Extra Timbered Whale Boats,
Card Matches!
Pitch, Tar, Resin, Turpentine, Varnish, Linseed Oil, Mineral Paint, Lamp Black, Putty, Hide Poison,
A CHOICE SELECTION OF GROCERIES!
Namely: Corn Starch, Clams, Lemon Syrup, Green Peas, Tomato Ketchup, Mackerel, Potted Meats, Lobsters, Tomatoes, Sausage Meat, Gerkins, Cider Vinegar, Green Corn, LA CROIX BRAND; White Cube Sugar, Mock Turtle & Tomato Soups, Barrels and Cases Salt, Family Pork, in barrels;
Sperm Candles, Mason's Blacking, Gold Leaf Tobacco,
Ox Bows, 1¼, 1¼, and 2 inches;
A Choice Assortment of FIRE WORKS!
Consisting of Rockets, Bengolas and Roman Candles, An Invoice of Cut Nails, 3d to 40d; Oars, Axe Handles, Hoe Handles, Hand Carts, light and heavy; Cultivators, Side Hill Plows,
PARIS PLOWS,
Leather Belting, six inches; Fairbank's Scales, Hunt's Hatchets, axe and shingling; AXES, 44 Rivets, Babbitt Metal, Hemp Twine, Rubber Packing, 1-16 inch; Hemp Packing, Solder, 3 Ply Rubber Hose, ¾ inch, for garden use; CHARCOAL IRONS, Mule Collars, Brass Wire Sieves, Centrifugal Linings, Grindstones, Burgs, Birch and Corn Brooms, Zinc Wash Boards, Maynard & Noyes' Ink, Tallow Metal & Sheathing Nails, Anchors, 1400 lbs. and 1650 lbs.; New Bedford Cordage, 6 threads to 4½ in; Whale Line, An Invoice of Refined Iron, asstd