

Brown had a piece of land that the plantation wanted, that was his private business. When Brown went to speak to Cropp about having his cane ground, Cropp used defiant and scornful language. He was unrelenting as the Jew in the Merchant of Venice. Brown did his best. Cropp says, "take your cane to Elele"—which was eight solid miles from where the cane was planted, including the going up and down of three steep gulches. The defendants tried to show that such a course was profitable when their own mill broke down. The Koloa Sugar Co. refused Brown the use of carts in order to bring him to their terms. Brown is not an idiot. He might as well have taken his cane to Lihue mill. The defendants have shown him no mercy. They have not given him one dollar. After he sues them, they wake up and offer him \$1,000, just half of what his cane would have realized. He believed they were trying to do him injury and he says, "No, I will trust to a Court and a jury," and he, the learned counsel, did not blame him for having nothing more to do with them. Where is the responsibility of these losses? Has he not been unfairly treated and pushed, and advantages taken of him that never ought to be taken of any man? The defendants had tried hard to wriggle out of their responsibility of this matter. Their counsel had used arguments that showed they were hard up for good arguments. The evidence shows that Brown tried to find out when they would be ready to grind his cane. They make contracts year in and year out, verbal and written. Here is a contract (holding one up to view). They say the contracts are not legal. As long as the Corporation can make money they are legal. He should have thought that the counsel for the defendants would have blushed to ask them to believe such statements.

The defendants say they may be liable for the first piece but not the second. It was for the jury to say whether the agreement did not mean the whole seven acres. Cropp re-affirmed the engagement as regards the second field. The learned counsel could not doubt the impression the evidence had made upon the minds of the jury. He believed they would find that the Koloa Sugar Co. was liable for not grinding the cane. Brown waited and waited until the mill was shut up, and the machinery taken to pieces. Then he gave it up. Does it not show great corruption to sacrifice the interests of this man? Why should they grind the Police Justice's cane? Perhaps there was some advantage to be gained in so doing. But because Brown does not choose to sell a little piece of land that he had bought, he is obliged to wander away from his home on the Island of Kauai to earn his daily bread. He thought the jury would find that the plaintiff's property was lost by the illegal act of the Koloa plantation manager. Corporations are bound by the acts of their managers. They are invested with large discretionary powers. Thanking the jury for their kind attention he concluded his lengthy address.

His Honor, in summing up, said this had been a long case on account of the number of witnesses and everything having to be stated in two languages. There had been a good deal of testimony that was of no use, and if considered at the outset it would never have been presented. It was for the jury to consider only what the plaintiff could recover on his contract, if any, with the Koloa Sugar Co. It was on the statutes of this country, and a very old law, dating back to the time of Charles II, that no action can be maintained unless the contract be performed within one year, provided the contract is not in writing. If the contract between Brown and Wright was for three years and could not be performed in one year, it would certainly be void according to the law, there being nothing proven that the contract was to extend over a series of years. The question was not whether it was performed by Brown in one year, but if the jury find that the contract was as stated by Brown, then Wright had to grind the cane from both pieces of land. The law has had opprobriums cast upon it, but it is generally found that what is common sense and justice, is also law. When Mr. Wright said he was "in honor bound," he was legally bound also. Therefore if the jury find that the Koloa Sugar Co., through its manager, knew that Brown was planting cane, and they gave him money and seed cane to assist him, and then say "we cannot grind your cane, because the contract is not in writing" then the law upholds the plaintiff. If they find that the Company's acts and representation are consistent, and that Brown was not intending to grind his cane at the Koloa mill, then they would disregard the contract. After cultivation and with no chance of grinding it was not necessary for Brown to cut and pile his cane, and then say, "Gentlemen, it is ready for grinding." In His Honor's opinion it was not necessary to put the case in such a position that it would sour in a few days. There is an obligation on the part of the contractor to do everything that is reasonable with the person with whom he contracted. If the jury find that it was Brown's duty to cart the cane to the mill, then they will find that he is not entitled to damages on that account. A man in plaintiff's situation is not obliged to make preposterous efforts. It makes no difference what the bye-laws of that Company were if the evidence shows that Wright made a contract for grinding, and the plaintiff acted on

that understanding, there being no disavowal on the part of the directors, then the Company are bound by their manager's agreement. There was no proof of a contract made by Mr. Cropp being ratified by three-fourths of the shareholders, and it appears that Mr. Wright even used more unlimited authority than that.

His Honor, in conclusion, submitted some figures to the jury for their guidance, and charged that the plaintiff could not recover more than \$2,000 on the theory most favorable to himself. The average proceeds of sugar from Koloa Plantation at the time in question were \$112.48 per ton. Finally he charged them if he find there was no contract of any kind, they must find for defendants.

The jury retired at 5 P.M., and on returning into Court at 5:40 P.M., they returned a verdict for plaintiff for \$1,771.56.

**Mr. Justice McCully, on the Bench.**  
BEFORE A FOREIGN JURY.  
Monday, April 21, 1884.

Rex vs. Delia Fernandez. Larceny in the 3rd degree. Appeal from the Honolulu Police Magistrate.

Mr. John Russell appeared for the defendant. The prisoner was formerly a domestic servant in the employ of Mr. W. R. Castle. A quantity of ladies apparel and other goods were produced in Court, the prisoner being charged with having stolen same. Several witnesses were called to prove ownership.

Mr. Russell in addressing the jury on behalf of the defendant said that this case had already been tried at the Police Court. On that occasion Mr. Castle's evidence alone was taken, and not supported as it had been to-day. There was nothing left but to have the facts further developed. The only thing that had been marked were three spools of cotton, which bore the name of Castle written in a very straggling way. Nothing else had been identified except in a general way of knowing the things because they are mine. The silk handkerchief said to have been a presentation, bore no marks as presents usually do. As to the books, (Macaulay's History of England) they were totally unnecessary in the library of defendant as she does not read English. He maintained that there were features which would account for these things having been found in the possession of the defendant. He would first show that she was a domestic in Mr. Castle's home, second that she had a room in that house, third, that a boy of whom she had the charge was in the habit of going to that room, fourth that she had a trunk there, and fifth that the lock of that trunk was broken. There was no hesitancy on the part of Delia to open that trunk, consequently there was no intent to conceal. The mere intent is not punishable, it is the act that constitutes the crime. These goods were never removed from Mr. Castle's house, but were in a trunk in her room.

If the things had been taken away and traced to her, the matter would have borne a different aspect. He had presented three gentlemen who had testified that the reputation of the defendant was unimpeachable during the time she was in their service therefore it was quite surprising to him that such a condition of things as this could arise so circumstantially strong against the defendant. It was a most curious thing that at the time she was in Mr. Castle's employ that the demon kleptomaniac should seize her. It seemed incomprehensible to him. The defendant was bordering on the threshold of life and if punished by sending her on the reef it would perhaps take away from her all opportunity of obtaining a livelihood. Her parents not being rich it was necessary for her to go to work. It was a dangerous thing to put such persons among the criminal classes if it could be avoided. If sent to the reef, the finger of derision will point at her. It was unfortunate that she could not be punished otherwise. He asked the jury to look at her and asked them if the enormity of this offence ought to be the means of sending her to the reef. He appealed to them to approach the question cautiously and to give the defendant their tender consideration. Mr. Castle had vigorously suggested that she be brought before the police magistrate and reprimanded, but circumstances had followed over which he had no control. With these remarks he left the case in the hands of the jury.

The acting Attorney-General said that any appeal to mercy would no doubt be taken into consideration, but it would be well to leave it to the Court. The transportation of books from one house to another was sufficient for the jury to draw all the inferences about this case, and sufficient to constitute the charge of larceny.

His Honor reminded the jury that they were bound to find a verdict according to the law and the evidence. The case had been brought up on appeal. He was sorry to see a young person in the position of the prisoner. The identity of the goods was positive. His Honor reviewed the testimony and pointed out the law to the jury.

After a brief absence the jury returned a verdict of guilty as charged with a recommendation to mercy.

Mr. Castle made a few remarks on behalf of the prisoner, and also stated that he would not have been justified in sending her away from his employ unpunished. He

had talked with others about it, and finally acted on the suggestion of Mr. Dayton. He thought it a hard thing that there was no place to send such young girls as the prisoner, without putting them in the same place as confirmed offenders. He further suggested that if it would meet the ends of justice, she be allowed to go and sentence suspended.

His Honor, after recess affirmed the sentence of the lower Court which was 15 days imprisonment and reduced the costs of Court to \$5. He considered it highly necessary that she should be punished. There was a certain amount of responsibility, attached to servants, as they are frequently left in houses alone. He further considered it necessary that there should be a House of Correction as suggested by counsel.

Rex vs. Ah Chow, Leong Tong and Sun Chuck Sin. Larceny in first degree and receiving stolen goods. Plea of all the prisoners, not guilty.

Mr. J. M. Davidson appeared for Ah Chow; Mr. John Russell for Leong Tong. Remanded until Wednesday.

The case of Rex vs. Alan in which the jury disagreed in the first trial, the Attorney-General moved that the defendant be allowed to go on his own recognizances, and to appear on the first of July if called upon.

**Business Cards.**

**H. E. McINTYRE & BROTHER,**  
GROCERY & FEED STORE.  
Corner of Fort and King Streets,  
and 81 days Honolulu, H. I.

**H. W. SEVERANCE,**  
Hawaiian Consul and Commission  
Merchant, 319 California Street, San Francisco,  
California, No. 4. oct 1 83-w

**RICHARD F. BICKERTON,**  
Attorney and Counsellor at Law.  
Money to Lend on Mortgages of Freeholds.  
Office, No. 40 Merchant Street, Honolulu, H. I.  
oct 1 83-w

**BROGLIE & SPEAR,**  
Manufacturing and Importing Jewellers.  
oct 1 83-w 75 FORT ST. HONOLULU.

**JNO. A. HASSINGER,**  
Agent to take Acknowledgments to  
Contracts for Labor.  
Interior Office, Honolulu. oct 1 83-w

**JOHN W. KALUA,**  
Attorney and Counsellor at Law.  
Agent to take acknowledgments to instruments  
for the Island of Maui. Also, Agent to take  
acknowledgments for labor Contracts for the District  
of Waialuku. Jan 1 81-w

**WILLIAM ROBSON,  
MERCHANT TAILOR.**  
90 Fort Street, Honolulu, H. I.  
feb 29-w 3m

**S. ROTH,  
MERCHANT TAILOR.**  
83 Fort St., Honolulu, H. I.  
oct 1 83-w

**MAX ECKART,**  
Manufacturing Jeweler and Watch-  
maker. Importer of Diamond, Gold and  
Plated Jewelry and Precious Stones.  
Fine Watch Repairing a Specialty.  
No. 66 Fort Street Honolulu, H. I.  
oct 1 83-w

**THOMAS SORENSON,**  
Ship Carpenter, Spar Maker & Caulk-  
er, No. 9 Queen Street, below  
Honolulu Iron Works.

Spars, Oak Plank of all sizes, Ship Knees, Oakum,  
Felt, Copper Bolts, and Sheathing  
Metal constantly on hand.

**FLAG POLES**  
Made to order and placed in position.  
Jan 1 84-w

**WILLIAMS, DIMOND & CO.,**  
Shipping  
— AND —

**Commission Merchants,**  
Union Block, 202 Market Street.  
Jan 30 83-w SAN FRANCISCO.

**W. H. CROSSMAN & BRO.,**  
Shipping  
— AND —

**Commission Merchants,**  
118 Chambers St., NEW YORK.  
Reference—Castle & Cooke and J. T. Waterhouse.  
Jan 1 83 D-w

**WING WO TAI & CO.,**  
Have constantly on hand and For  
Sale a full line of  
**JAPAN AND CHINA TEAS.**

both High and Low Priced, according to quality;  
Best China Mattings, plain and colored. Also, full  
assortment of Plantation supplies, all kinds.  
Always on hand a large stock of Rice, they being  
Agents of three Plantations. oct 1 83-w

**Mechanical.**

**G. LUCAS,**  
Contractor and Builder,  
Honolulu



Steam  
Planing  
MILLS  
Esplanade, Honolulu, H. I.

Manufactures all kinds of  
Mouldings, Brackets, Window Frames, Doors,  
Sashes, Blinds and all kinds of Wood-  
work finish.

**TURNING & SCROLL SAWING.**  
All kinds of

Planing and Sawing,  
Mortising and Tenoning.

Plans, Specifications, Detailed Draw-  
ings and estimates furnished upon  
Application.

Plantation Work of all Kinds, either  
in Brick, Wood, Iron or Stone Con-  
struction Door in Workmanlike  
manner, and at reasonable prices.

ORDERS PROMPTLY ATTENDED  
And Work Guaranteed.  
Orders from the other Islands solicited.  
oct 1 83-w

**BEYOND COMPETITION!**  
**R. More & Co.,**  
King Street, (between Bethel and Fort.)

**REPAIRING AND CONSTRUCTION**  
of all kinds of Machinery and Smith's work.

**GUNS & PISTOLS**  
For Sale and Repaired. Having

**STEAM POWER,**  
IMPROVED TOOLS and SKILLED WORKMEN,  
we can execute all kinds of work in our line.

**NEATNESS & DISPATCH.**  
**MORE & CO.,**  
73 King Street, Honolulu.  
oct 1 83-w

**C. C. COLEMAN,**  
Blacksmith and Machinist.

Hose Shoeing,  
CARRIAGE WORK, &c.

Shop on King Street, next to Castle & Cooke's.  
oct 1 83-w

**BROWN & PHILLIPS,**  
... PRACTICAL ...

**PLUMBERS, GASFITTERS,  
— AND —  
COPPERSMITHS.**

No. 71 King street, Honolulu, H. I.

**House & Ship Job Work**  
PROMPTLY ATTENDED TO.

Bath Tubs, Water Closets and Wash-Bowls  
ALWAYS ON HAND.

Particular attention paid to the fitting up of the  
**SPRINGFIELD GAS MACHINES**  
oct 1 83-w

**GEO. S. HARRIS,**  
Ship and General Blacksmith.

SHIP WORK, BRIDGE, HOUSE AND HEAVY  
Wagon Work, Moulding Blits, Planing Knives,  
Anchors and Anvils repaired. Gousses, Crank  
Axles and Wagon Axles made for the trade on  
reasonable terms.

Wagons for Traction Engines,  
Artesian Well Tools, with all their fittings, a  
specialty.  
All orders promptly attended to, and work  
guaranteed.  
Shop on the Esplanade, in the rear of Mr. Geo.  
Lucas' Planing Mill. July 1 83-w

**WENNER & CO.**  
Manufacturers and Importers of

**Diamonds, Fine Jewelry,**

WATCHES, GOLD AND SILVER WARE,  
Fort Street, opposite Odd Fellows' Hall,  
Honolulu, H. I. Engraving, and all kinds of  
jewelry made to order. Watches, Clocks and  
Jewelry repaired. feb 11-w 3m

**Hawaiian Carriage Manufacturing Co.,**  
(Successors to G. West.)

COMPLETE ASSORTMENT OF CARRIAGES  
and Wagons. Material on hand and for sale—  
also, CANE WAGONS. All kinds of Carriages  
made to order at very low rates. Orders from  
the other Islands solicited.

**Haw'n Carriage Manufacturing Co.,**  
Jan 26-w 3m 79 Queen Street, Honolulu.

**NOTICE.**

WE, THE UNDERSIGNED, CONCHEE &  
CO., have this day purchased the entire in-  
terest of J. MENDOZA in the Palama Dairy,  
Honolulu. CONCHEE & CO.  
February 28, 1884. feb 22-w 2m

**Foreign Advertisements.**

**L. P. FISHER,**  
ADVERTISING AGENT, 21 MERCHANTS  
EXCHANGE, San Francisco, California, is  
authorized to receive advertisements for the col-  
umns of this paper.

**Established 1852.**

**L. P. FISHER'S  
NEWSPAPER  
ADVERTISING AGENCY,**

Rooms 20 and 21, Merchants' Exchange  
California Street, San Francisco.

N. B.—Advertising Solicited for all  
Newspapers Published on the Pacific Coast,  
the Sandwich Islands, Polynesia, Mexican  
Ports, Panama, Valparaiso, Japan, China,  
New Zealand, the Australian Colonies, the  
Eastern States and Europe. Files of nearly  
every Newspaper Published on the Pacific  
Coast are kept constantly on hand, and all  
advertisers are allowed free access to them  
during Business Hours. The PACIFIC COM-  
MERCIAL ADVERTISER is kept on file at  
the Office of L. P. FISHER.



**Beale & Howard Streets,**  
SAN FRANCISCO, CALIFORNIA.

**W. H. TAYLOR,** President.  
**JOS. MOORE,** Superintendent.

**BUILDERS OF  
STEAM MACHINERY**

IN ALL ITS BRANCHES

**Steamboat,  
Steamship, Land  
ENGINES & BOILERS,  
High Pressure or Compound.**

**STEAM VESSELS** of all kinds, built complete  
with Hulls of Wood, Iron or Composite.

**ORDINARY ENGINES** compounded when  
advisable.

**STEAM LAUNCHES.** Barges and Steam  
Tugs constructed with reference to the Trade  
in which they are to be employed. Speed,  
tonnage and draft of water guaranteed.

**SUGAR MILLS AND SUGAR MAKING  
MACHINERY** made after the most approved  
plans. Also, all Boiler Iron Work connect-  
ed therewith.

**WATER PIPE,** of Boiler or Sheet Iron, of any  
size made in suitable lengths for connect-  
ing together, or Sheets Rolled, Punched and  
Packed for Shipment, ready to be riveted on  
the ground.

**HYDRAULIC RIVETING.** Boiler Work  
and Water Pipe made by this Establishment.  
Riveted by Hydraulic Riveting Machinery,  
that quality of work being far superior to hand  
work.

**SHIP WORK.** Ship and Steam Capstan,  
Steam Winches, Air and Circulating Pumps  
made after the most approved plans.

**AGENTS** for Worthington Duplex Steam Pumps

**PUMPS.** Direct Acting Pumps, for Irrigation or  
City Works' purposes, built with the cele-  
brated Davy Valve Motion, superior to any  
other pump. mar 31-82 w

**JOHN FOWLER & CO.**  
Leeds, England.

**ARE PREPARED TO FURNISH**  
Plans and Estimates for Street Portable Tram-  
ways, with or without cars or locomotives, speci-  
ally adapted for Sugar Plantations. Permanent  
Railways, with locomotives and cars, Traction  
Engines and Road Locomotives, Steam Ploughing  
and Cultivating Machinery, Portable Engines for  
all purposes, Winding Engines for Inclines.  
Catalogues, with illustrations, Models and Photo-  
graphs of the above Plant and Machinery may be  
seen at the offices of the undersigned.  
W. L. GREEN and  
G. W. MACFARLANE & CO.  
Agents for John Fowler & Co.  
aug 20 11

**Bone Meal! Bone Meal!**

**BONE MEAL** WARRANTED PURE, FROM  
the Manufacture of BUCK & ASHLAND  
San Francisco. Orders for this.

**Celebrated Fertilizer**

will now be received by the undersigned. Planters  
are requested to send their orders in early, so that  
there will be no delay in having them filled in  
time for the planting season. Also,

**Super-Phosphates,**  
A Fine Fertilizer for Cane.

Orders received in quantities to suit.  
feb 16-w 11 WM. G. IRWIN & CO., Agents