

BY AUTHORITY.



PROCLAMATION.

WE, KAMEHAMEHA V., by the Grace of God, of the Hawaiian Islands, King, DO PROCLAIM:

That it is OUR pleasure, in pursuance of the provisions of OUR Constitution, that the Members of the Legislative Assembly of OUR Kingdom do assemble at the Court House, at OUR Capital of Honolulu, for the dispatch of Public Business, at 12 o'clock M. on TUESDAY, the THIRTIETH DAY OF APRIL, A. D. Eighteen Hundred and Seventy-two.

Given under OUR Royal Sign Manual at OUR Palace in the City of Honolulu, this Twenty-seventh day of February, Eighteen Hundred and Seventy-two, and the Ninth Year of OUR Reign.

[Signed] KAMEHAMEHA R. By the King.

The Minister of the Interior, [Signed] FRED. W. HUTCHISON.

ATTORNEY GENERAL'S OFFICE, Honolulu, April 9, 1872.

Mr. SAMUEL WHITNEY WILCOX has been duly commissioned as Sheriff of the Subordinate Division, consisting of the Islands of Kauai and Nihoa, in place of Mr. WILLIAM O. SWEE, resigned to accept the appointment of Sheriff of the Subordinate Division, consisting of the Islands of Maui, Molokai, Lanai and Kahoolawe.

STEPHEN H. PHILLIPS, Attorney General.

Reception at Iolani Palace.

On Friday, April 12th, the French Commissioner and Consul, M. Ballieu had an audience of His Majesty, the King, for the purpose of presenting Admiral de Lapelin, Commander in Chief of the Pacific Squadron, the officers of his Staff and of the French Frigate La Flore. His Majesty was attended on the occasion by the Chancellor of the Kingdom, Chief Justice Allen, Their Excellencies the Cabinet Ministers, His Excellency the Governor of Oahu, His Honor Mr. Justice Widemann of the Supreme Court, His Majesty's Chamberlain, Cols. Kalkana, Pratt, and Allen, and Majors Hoffmann, Harris and Kahana, of the Staff, and the Hon. Chas. R. Bishop of the House of Nobles, Hons. S. N. Castle and G. Rhodes, of the Privy Council.

Admiral de Lapelin was accompanied by Capitaine de Vaisseau—R. Juin. Chef d'Etat Major—de la Motte Rouge. Commissaire de Division—Tayean. Medecin de Division—Dr. A. Fournier. Ammiral de Division—Abbe Millour. Aide de Camp—Talpona. Officier d'ordonnance—Rathouis. Lieutenant de Vaisseau—Foucaud de Fourcroy.

Ensigne de Vaisseau—de St. Blancard. Aspirant de Marine—Bernard. Admiral de Lapelin, upon being presented by M. Ballieu, addressed His Majesty as follows: SIRE: J'ai ete assez heureux dans ma carriere maritime pour qu'elle m'ait conduit plusieurs fois dans le Royaume de Votre Majeste, et, chaque fois, comme il en sera de meme encore, j'en ai emporte le meilleur souvenir, tant pour l'accueil gracieux qui a ete fait au pavillon de la France que pour les progres incessants qui ont ete accomplis sous le regne de vos predecesseurs, et qui se poursuivent avec tant de succes sous celui de Votre Majeste.

Je fais les vœux les plus sinceres, tant au nom du Gouvernement Francais, qu'au mien, pour que cette ere de prosperite se continue, et que l'entente entre les deux nations se perpetue dans toute sa cordialite. Je remercie Votre Majeste d'avoir bien voulu me procurer l'occasion de lui exprimer ces sentiments.

TRANSLATION. SIRE: I have been fortunate enough in my seafaring life to have visited Your Majesty's Kingdom several times, and on my departure I have carried away with me, as I shall now do, the pleasant remembrance, not only for the gracious welcome which the flag of France has always received, but for the unvarying progress which I have always seen going on under the reign of Your Predecessors, and which is now likewise so successfully pursued under that of Your Majesty.

In the name of the French Government, as well as my own, I most sincerely wish that this era of prosperity may be continued, and that the good understanding between the two Nations may be perpetuated in all its cordiality. I beg to offer to Your Majesty my sincere thanks for this opportunity of expressing these sentiments.

His Majesty was pleased to reply as follows: ADMIRAL: It is always with pleasure that I receive those who, like yourself, having visited us in their younger professional life, have advanced to the highest rank in their profession.

It affords me gratification to know that in the intervals which have elapsed between your different visits we appear to you to have made some progress in social and material well being. I thank you for your good wishes regarding the prosperity of my people, and most heartily reciprocate them for the French Nation.

I am sorry that your stay will be short, but hope still, that (short as it may be,) it will renew agreeable impressions in your own mind, and leave them in the minds of your officers who now visit us for the first time.

HIS MAJESTY THE KING visited the French frigate La Flore yesterday at one o'clock. He was accompanied by Her Majesty Queen Emma; and His Honor the Chancellor of the Kingdom, their Excellencies the Cabinet Ministers; their Excellencies the Governors of Oahu and Kauai; Hon. Judge Widemann, His Majesty's Chamberlain, and Members of the Staff; Hon. Mrs. Bishop, Mrs. Allen, Mrs. Hutchison, Mrs. Phillips, Mrs. Smith, Mrs. Harris, Miss Hutchison, Mrs. Col. Allen, Mrs. Major Harris and Miss Peabody.

The yards of the ship were manned and a salute fired as His Majesty approached, and was received on board of the La Flore by Admiral de Lapelin, his Staff, and the officers of the ship. After remaining on board for three hours, His Majesty returned on shore with his Suite, having been highly gratified with his visit.

During His Majesty's visit on board all the exercises of the ship were exhibited for his entertainment. M. Ballieu, the French Commissioner and Consul, and Madame Ballieu were on board, and assisted the Admiral in entertaining His Majesty and Suite.

His Excellency the Governor of Oahu, accompanied by Colonel, Hon. D. Kalkana, called upon Admiral de Lapelin on Thursday the 11th, on board the French frigate La Flore. Upon leaving the ship His Excellency was saluted with seventeen guns.

On Saturday, the 13th inst., their Excellencies the Cabinet Ministers paid a visit to Admiral de Lapelin on board the French frigate Le Flore. After passing a pleasant hour with the Admiral their Excellencies returned on shore, receiving the usual salute on their departure from the vessel.

We publish to-day the contracts as concluded between His Majesty's Government and William H. Webb, which were signed yesterday morning. We believe that these will be more interesting reading than any other we would be able to give our readers.

WHEREAS, on the twenty-eighth day of March, in the year One Thousand Eight Hundred and Seventy-two, at a Privy Council held by His Majesty the King of the Hawaiian Islands, a resolution was passed in the words following, that is to say:

Resolved: That the consent of the Privy Council, and the same is hereby given, to the expenditure, at the discretion of His Majesty's Cabinet, of the unexpended balance of the appropriation of money to be paid to a line of steamers running between the port of Honolulu and Australia and New Zealand, and making Honolulu a terminus or stopping place for receiving and delivering cargo; it being understood that the balance, the expenditure of which is hereby consented to, shall be paid to the United States, New Zealand and Australian Mail Steamship Line, commonly known as "Webb's Line," in monthly payments of not more than One Thousand (\$1,000) dollars each, to be computed from the date of the establishment of a line of steamers in accordance with the law authorizing the appropriation; but this consent is given upon condition that such steamers shall carry the mails and run from Honolulu and a port of Australia and New Zealand, without further charge, and shall continue to call at this port for and during the term of five years, if the line shall be so long maintained.

And whereas, on the 11th day of April in the said year, at a Cabinet Council held by command of His Majesty the King, a resolution was passed in the words following, that is to say:

Whereas, this Cabinet are reasonably satisfied that a Steamship line, of which William H. Webb, Esq., is the principal proprietor, and commonly styled the United States, New Zealand and Australian Mail Steamship Line, has been actually established between Honolulu and Australia and New Zealand, therefore,

Resolved: That the Minister of Finance is authorized to execute a contract with the United States, New Zealand and Australian Mail Steamship Company, in conformity with the resolution of the Privy Council adopted March 28th, 1872.

Now, therefore, This Contract, made and concluded the Sixteenth day of April in the year aforesaid, by virtue of the authority contained in the Resolutions aforesaid, by and between the Government of the Kingdom of the Hawaiian Islands, who execute the same by J. Mott Smith, His Majesty's Minister of Finance as Parties of the First Part, and William H. Webb and Benjamin Holladay, of the City, County and State of New York, one of the United States of America, partners, under the style of the United States, New Zealand and Australian Mail Steamship Line, who execute the same by the hands of William H. Webb aforesaid, as Parties of the Second Part, Witnesseth:

First: The Parties of the Second Part having in view the establishment of a Steamship Line between San Francisco, in the State of California, one of the United States of America, and Auckland in the British Colony of New Zealand and Melbourne in the British Colony of Victoria, together with other ports in Australia, in the manner contemplated by the aforesaid resolutions, hereby agree that the steamers of such line shall call regularly at Honolulu upon their passages in each direction, for and during the term of five years, if the line shall be so long maintained, for the purpose of receiving and delivering cargo, and will afford all reasonable facilities therefor, and that they will convey the mails to and from Honolulu, from and to the ports of Auckland and Melbourne aforesaid, and such other ports of Australia as the steamers of the said line may visit, without charge to the Hawaiian Government, except as is hereinafter set forth.

Second: In consideration of the premises the said Party of the First Part hereby agrees to pay to the Party of the Second Part at the rate of One Thousand Dollars per month, during the time that said steamers shall continue to call at the port of Honolulu, in pursuance of the agreement contained in the preceding article, until the balance of the appropriation granted by the Legislative Assembly of the Hawaiian Islands in the Appropriation Act (approved July 22d, in the year One Thousand Eight Hundred and Seventy) shall have been exhausted, the said balance now amounting to Thirty-five Thousand Three Hundred

and Five Dollars (\$35,305), and whereas, the said steamers may call at Honolulu more frequently than once in each month, it is hereby agreed that the subsidy aforesaid shall be payable upon the departure of each steamer of the line aforesaid for Australasian ports in pursuance of this contract, and the fractional proportion thereof, at such time, shall be then and there computed and paid. It is further understood that this line shall be considered to have been established on the 18th day of April in the year One Thousand Eight Hundred and Seventy-one, and computations made from such date.

Third: All mails shall be received and delivered by the proper agents of the Hawaiian Government at the wharf, by the side of the steamships.

In witness whereof the said Government of the Hawaiian Kingdom hath caused these presents to be signed by J. Mott Smith, His Majesty's Minister of Finance, and the seal of the Department of Finance to be hereto affixed, and the said partners, acting under the name and style of the United States, New Zealand and Australian Steamship Line, have caused their name and seal to be hereto affixed by William H. Webb at Honolulu aforesaid, on the day and year first above named.

[L.S.] J. MOTT SMITH, Minister of Finance. [L.S.] W. H. WEBB, BENJAMIN HOLLADAY, By his Attorney, W. H. Webb. Executed and delivered in presence of STEPHEN H. PHILLIPS.

CONTRACT.

Between the Government of the Kingdom of the Hawaiian Islands and William H. Webb and Benjamin Holladay, of the City, County and State of New York, one of the United States of America, partners, under the style of the United States, New Zealand and Australian Mail Steamship Line.

The undersigned, Minister of the Interior of the Kingdom of the Hawaiian Islands, for and on behalf of the aforesaid Government, party of the first part, and William H. Webb and Benjamin Holladay aforesaid, parties of the second part, having in view the encouragement and extension of steam communication between San Francisco, Honolulu and the ports in Australia and New Zealand, have mutually agreed as follows:

First: The steamers of the said parties of the second part shall have the right to enter and leave, to load and discharge cargo in the Port of Honolulu, upon the payment of all lawful charges thereon; but their steamers shall be exempted from the payment of all port dues and compulsory pilotage; they shall have free wharfage, and the right to procure water from the Government pipes free of charge.

Second: The said Government of the Kingdom of the Hawaiian Islands will admit free of duty, coals and other materials for the production of steam, and all supplies requisite for the use of the said steamships, and all vessels that may arrive, during the continuance of this contract, loaded entirely with coals, machinery and supplies as aforesaid, imported by said parties of the second part, shall be free from any and all taxes and harbor dues, excepting pilotage; and all vessels loaded partially with coals, &c., for said parties of the second part shall be exempted from harbor dues and taxes, excepting pilotage, in the proportion which such imports may bear to the entire capacity of the vessel, such proportion to be determined without appeal by the Collector General. And the property of the said parties of the second part shall, during the term of this contract, be exempt from taxation.

Third: The Government of the Kingdom of the Hawaiian Islands agrees to furnish the said parties of the second part, for the use of their steamers, a convenient and sufficient wharf, in front of the Custom House, free of charge, receiving, however, the rights of free disposal over such wharf at times when it is not wanted for the use of such steamers. The aforesaid Government also consents to the parties of the second part a right of way for the use of tram tracks, as at present constructed over said wharf and now owned by said parties of the second part.

Fourth: The Government of the Kingdom of the Hawaiian Islands further agrees to set apart, for the exclusive use of said parties of the second part, a lot of land of convenient size, the locality and dimensions whereof shall be determined by the Minister of the Interior and William H. Webb, before the execution of this contract, and delineated upon a plan to be annexed hereto and marked A, and also the storehouse in front of the Custom House, now used by said parties of the second part. But the expense of ordinary wear and tear of said warehouse shall be borne by said parties of the second part, and if, at any future time, the parties to this contract agree to change the limits of the lot of land set apart for storage of coal, according to the plan hereto annexed, the contract shall be modified accordingly; it being the desire of the said Government that a larger space shall be reserved upon the wharf for public uses. It is also expressly understood that storage may be charged upon all merchandise stored upon said land, and in said storehouses which is not the subject of steamship transportation, and that no preference shall be given to particular shippers.

Fifth: If the said parties of the second part should neglect to keep, fill and perform the stipulations in this contract, by them to be kept, fulfilled and performed during four months, the privileges and concessions to them by this instrument granted, shall be taken and held to have been abandoned.

Sixth: All the rights, privileges, franchises or exemptions granted in this contract shall remain in force for a period of Ten Years.

Seventh: The parties of the second part may transfer this Contract to any Company which may hereafter be organized for the purpose of transacting the business at present transacted by the parties of the second part, or to any other Company, or individuals, who shall give good and sufficient guaranty for the fulfillment of this Contract.

Eighth: In event of the party of the second part establishing steam communication between these Islands and other Islands in the Pacific Ocean, their steamers employed in such business shall enjoy the same rights, exemptions and privileges as granted by this instrument.

Ninth: This contract shall not be construed to confer upon the parties of the second part any rights which would be inconsistent with the Government of the Hawaiian Islands under any of its existing treaties with foreign nations, to concede, nor to require the said Government to do, per form, permit, or suffer any act or thing, inconsistent with strict neutrality in time of war.

Tenth: This contract is executed upon the assumption that the contract concluded upon the tenth day of August, in the year one thousand eight hundred and sixty-eight, between the Government of the Kingdom of the Hawaiian Islands and the California, Oregon and Mexico Steamship Company, is, and shall be wholly abrogated and cancelled, and the parties hereto of the second part agree that within six months they will execute and deliver a sufficient instrument of

cancelation of the same, and that if they fail to do so this contract shall become wholly void. But the parties of the second part promise and agree that if the contract with the California, Oregon and Mexico Steamship Company shall be cancelled as aforesaid, they will keep and perform all the stipulations set forth in the first Article thereof to be performed by said California, Oregon and Mexico Steamship Company, relative to the transportation of the mails to and from San Francisco, free of charge, and that if the steamships of said parties of the second part shall cease to call at Honolulu on their passages between San Francisco and Australasian Ports, for the purpose of receiving and delivering cargo, the rights and privileges granted by this contract shall thereupon cease and determine.

In WITNESS WHEREOF, the Government of the Kingdom of the Hawaiian Islands has caused these presents to be executed by His Excellency Ferdinand W. Hutchison, Minister of the Interior, and the Seal of the Department of the Interior to be hereto affixed, and the said parties of the second part, by the hands of William H. Webb, Esquire, have hereto set their names and seals, this Sixteenth day of April, in the year one thousand eight and seventy-two.

[L.S.] (Signed) F. W. HUTCHISON, Minister of the Interior. [L.S.] (Signed) W. H. WEBB, BENJAMIN HOLLADAY, By his Attorney W. H. Webb. Executed and delivered in the presence of STEPHEN H. PHILLIPS.

DEPARTMENT OF INTERIOR.

Honolulu, April 13, 1872.

W. H. WEBB, Esq., Honolulu, Oahu—SIR: The contract about to be executed with yourself on behalf of the U. S. N. Z. and A. M. S. S. L., provides that a lot of land of convenient size shall be set apart for the use of the Steamship Line, and that the locality and dimensions thereof shall be determined by yourself and the Minister of the Interior before the execution of the contract.

In order to prevent misunderstanding, I would say that it is the intention of the Government to set apart for a coal depot the lot of land described on the plan annexed to the contract, and marked "A," which is included in red lines in said plan and marked "Coal Pile," said lot contains 12,370 square feet or thereabouts. It is indispensable that a space at least 45 feet wide must be left open between the line of the sea-wall and the front of the coal pile, for the general traffic of the Esplanade.

You will be also entitled to the use of the store-house now occupied for steamboat purposes, which is one hundred feet long and forty feet wide. You are referred to the contract for the terms on which said store-house shall be occupied. The Government will proceed with all convenient dispatch to construct an addition to the present building, on the makai (seaward) side thereof, forty feet in length, so as to complete a shed 190 feet long by 35 feet in width.

The shed at present on the wharf shall be inclosed on the east side and the two ends, so as to be reasonably weather-proof. A new shed will be built on the western side of the present shed 190 feet long and 30 feet wide. The Government are very desirous to secure a wider space on the Esplanade for public uses, and hope that some agreement may hereafter be made by which a portion of the lot now used for storing coal may be abandoned and some new place occupied. This, however, is a matter for future consideration.

The contract speaks for itself upon other matters, and I hope that this communication may make those matters clear which were before in doubt.

I have the honor to be, Your Ob't Serv't, [Signed] FRED. W. HUTCHISON.

HONOLULU, April 15, 1872.

SIR: I have received your letter of which the within is a copy, and accept its terms as entirely satisfactory.

Very respectfully, Your Ob't Serv't, [Signed] W. H. WEBB.

To His Excellency, The Minister of the Interior.

Mr. Bath, of Napa, California, is owner of some fine stock. "Humboldt" a seven year old steer weighs 2,850 lbs. "Napa Twins" a pair of five year old Durham steers, tip 4,800 lbs., and look so much alike as to almost bother the owner to tell "tho' from which" while a cow, five years old, weighs upwards of 1,900 lbs. In addition to these animals Mr. Bath is the happy possessor of some fine Cashmere goats a merino sheep that yields a 20 lb. does; and last, but not least, an American Eagle that prides itself on a display of muscle.

The Bostonians observed with pain that the Grand Duke was inclined to sneer at their Banker Bill Monument. A large assemblage was present to see how he would be impressed with the big shaft, when it was noticed that he "gazed steadily at it for about a quarter of a minute, surveyed it from top to bottom with his lustrous eyes, and then" simply smiled.

NEW ADVERTISEMENTS.

Notice.

DURING MY ABSENCE FROM THE KINGDOM, S. B. Dole Esq., is authorized to act as my agent and to receive for me all moneys, and to pay out my outstanding accounts. (13-24) C. F. NICHOLS.

To Rent.

THE HOUSE AND PREMISES lately occupied by the "Union Club," Richardson Street.

Also, the House and Premises adjoining, No. 29. Possession given immediately. For further particulars, apply to J. H. CONYER, or to C. S. BARTON.

Honolulu Ice Manufactory!

THE UNDERSIGNED HAVING RECEIVED A fresh supply of ammonia and made permanent arrangements to prevent falling short in the future, ICE will be delivered to Regular Customers as before, At five (5) cents per yard.

Orders can be given to Mr. Wm. Wallace, who has the sole and delivery in charge, or left on the slates at Thos. G. Thurston's and J. J. Lanyon's. Orders from the other Islands delivered alongside the vessels, properly packed, at same rate, with cost of box and saw last added. Cost of box refunded if returned to the Factory. Refrigerators and Ice Boxes made to order at lowest possible price. D. SMITH, Honolulu, Feb. 21, 1872.

NOTICE.

GENTLEMEN IN WANT OF FINE SHIRTS would do well to call at No. 8, Nuuanu Street, Opposite Merchant Street.

Where a small invoice of Davies & Jones' celebrated Shirts, in high numbers, direct from New York, can be had and are to be SOLD WITHOUT RESERVE.

Cloths, Dressing Cases, Towels, Lady's Cloth, Blue Flannel and Vesting White Flannel, Mole-skins, Duces, Drills and Fustings, sold by yard or manufactured in order to style. Merchant Tailor will oblige by sending in their orders for the Spring and Summer Fashions expected by next mail. ALEX. CAMPBELL, Tailor.

KEGS of Oregon Dried Apples, received per "Falkenberg" and for sale by BOLLES & CO.

TEMPORARY REMOVAL! DILLINGHAM & CO., BEG TO NOTIFY THE PUBLIC

That they have removed their business to the HARDWARE STORE, under the Odd Fellows' Hall, on Fort Street, and will occupy that Stand until the erection of a Commodious Warehouse now being built at their place on King Street.

PACKET LINES. For San Francisco. THE CLIPPER BRIG "Hesperian" WILKINSON, MASTER.

Health Officer's Notice! THE ATTENTION OF PARTIES DEPOSITING Bills or rubbick below or above the posts in the Esplanade, is called to Section 1304 of the Regulations of the Board of Health.

Regular Packet for Molokai. Schr. Pauahi, H. REYNOLDS, Master. Will run as a regular packet between Honolulu and Molokai, touching at Kaunakakai and Pelehu.

BOOK AND STATIONERY WAREHOUSE HENRY M. WHITNEY, AT THE OLD POST OFFICE BUILDING, MERCHANT ST., Importer and Dealer in BOOKS, STATIONERY ACCOUNT BOOKS!

And every Article of utility and fancy connected with the line, adapted to the Counting House and Office, and for Artists, Teachers, Professional Gentlemen, Travelers, etc., on as reasonable terms as can be had here or in San Francisco, among which are the following Staple Articles:

English and French Letter Papers, satin surface and extra fine, plain and gilt edges. Do. Bitter and Note, do. do. do. do. Letter and Note Envelopes, to match the above Mourning Paper and Envelopes—an assortment constantly on hand.

Gold Pens, with Gold Cases " " with Silver Cases and diamond points, from \$1.50 to \$5.00 each Rogers' celebrated Fine Silver Steel Penknives, 1 to 4 blades, of pearl, shell, ivory, bone and buffalo handles, of rich and beautiful patterns, imported expressly to order.

Large and more complete assortment than can be found at any other establishment, such as Memorandum Books, Postage Stamp Albums, Pocket Books, Wallets and Portfolios.

A very full and extensive assortment of superior quality, comprising every variety of form and style, adapted to all kinds of business, namely—Ledgers, Journals, Day Books, Cash Books, Sales Books, Waste Books, Invoice Books, Note Books, Note and Bill Books, Letter Books, etc., etc.

N. B.—All New Articles of FANCY STATIONERY received by the earliest arrivals from London and New York. ACCOUNT BOOKS, for Banks, Insurance Companies, Railroad Companies, etc., made to order with despatch.

Printing of Bill Heads, Circulars, Cards, &c., Executed with Despatch at the Lowest Rates. New Stock Received by Every Steamer.

LEGAL NOTICES. BEFORE THE SUPREME COURT OF THE Hawaiian Islands, in Probate. In the matter of the Estate of the late WILLIAM M. RABBITT, deceased.

Notice! IN THE MATTER OF THE Estate of JOHN NICHOLS, of Pelehu, Pelehu, Hawaii, deceased: He is known to whom it may concern, that all persons interested in the Estate of the said JOHN NICHOLS, deceased, are hereby ordered to appear before the undersigned, one of the Justices of the Peace of the Hawaiian Islands, in the Court House in Hilo, on WEDNESDAY, the 15th day of May, 1872, at 10 o'clock A. M., then and there to show cause, if any, why the accounts of L. S. GARDNER, Esq., Sheriff of Hawaii, and Administrator of said Estate, should not be settled and the said Administrator dismissed from further responsibility.

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