HAWAIIAN GAZETTE

M. RAPLEE,
DIRECTOR OF THE GOVERNMENT PRESS

HONOLULU:
WEDNESDAY, JULY 24, 1872.

BY AUTHORITY.

Notice has been received at this Department that Mr. Thomas Spencer, of Hilo, has been appointed Consular Agent for the United States at that Port.

CHAS. C. HARRIS,
Minister for Foreign Affairs.

Department Foreign Affairs,
Honolulu, July 22, 1872.

MONSIEUR HENRY LE NOBLETS having presented to this Office his authority to act as Consul and Commissioner for the French Republic, all persons in this Kingdom are requested to pay high consideration to his person, property and retainers, and to give full faith and credit to all his acts done by virtue of his said office.

CHARLES C. HARRIS,
Minister for Foreign Affairs.

Foreign Office, July 8th, 1872.

BY THE BOARD OF HEALTH.—Whereas, a misunderstanding has arisen in regard to the meaning of the Regulation of the Board of Health issued on the 8th day of July, 1872, whereby passengers from the other Islands have been prevented from visiting the City of Honolulu; therefore, notice is hereby given that the above named Regulation places no restriction whatever upon travellers desiring to visit Honolulu.

By order of the Board of Health.

C. T. GULICK, Secretary.

Honolulu, July 22, 1872.

Notice is hereby given that, by virtue of an order issued this day by Chief Justice Allen, the June Term of the Second Judicial Circuit to be held at Lahaina, Maui, is further postponed from the third Tuesday of July—to wit: the 16th inst.—to and until the second Tuesday in September, A. D. 1872—to wit: on the 10th of September, A. D. 1872, at 10 o'clock A. M.

By order of Court.

WALTER E. SEAR,
Clerk Sup. Court.

NOTICE.—The Regulation of the Board of Health, published on July 1st, 1872, forbidding passengers from leaving the Island of Oahu, is this day rescinded as to the Island of Maui.

By Order of the Board of Health.

CHAS. T. GULICK, Secretary.

Honolulu, July 8, 1872.

AN ACT

TO PREVENT THE USE OF EXPLOSIVE SUBSTANCES IN TAKING FISH.

Be it Enacted by the King and the Legislative Assembly of the Hawaiian Islands in the Legislature of the Kingdom assembled.

SECTION 1. No person shall use Giant Powder, or any other explosive substance in taking fish within or upon any harbors streams, reefs or waters within the jurisdiction of this Kingdom.

SECTION 2. Whoever violates the provisions of the preceding Section shall be punished by a fine, not exceeding Five Hundred Dollars, and not less than Twenty Five Dollars, or by imprisonment at hard labor, not exceeding Five years, and not less than three months, or both, at the discretion of the Court.

SECTION 3. The several District Justices and Police Courts shall have concurrent jurisdiction in all cases under this Act.

Approved this 3d day of June, A. D. 1872.

KAMEHAMEHA R.

AN ACT

TO AMEND SECTION 1448, OF CHAPTER 32 OF THE CIVIL CODE RELATING TO THE DESCENT OF PROPERTY.

Be it Enacted by the King and the Legislative Assembly of the Hawaiian Islands in the Legislature of the Kingdom assembled.

SECTION 1. That Section 1448 of the Civil Code be, and the same is hereby amended by inserting the following words, after the words "shall be preferred to the others" in the latter part of the present Section, viz:

"If the intestate be a woman, and leave no issue, her estate shall descend one half to her husband, and the other half to her father and mother as tenants in common, and if she leave no husband, nor issue, the whole shall descend to her father and mother or to either of them if only one be alive; if she shall leave no issue, nor father, nor mother, her estate shall descend one half to her husband and the other half to her brothers and sisters, and to the children of any brother or sister by right of representation:

If she shall leave no issue nor father or mother, and no brother or sister, her estate shall descend one half to her husband, if any, and one half to the brothers and sisters of her father and mother and to their children and heirs by right of representation; and if she leave no husband then such collateral heirs shall inherit the whole estate: provided, always, that if the estate shall come through either parent, the brothers and sisters of that parent shall be preferred to the others."

SECTION 2. This Act shall become a law from and after the date of its passage and all laws and parts of laws in conflict with or repugnant to the provisions of this Act are hereby repealed.

Approved this 3d day of June, A. D. 1872.

KAMEHAMEHA R.

SUD ADVENTURE.—On Wednesday morning, a native, while on the wharf near where the ship Devonshire is being broken up, discovered the body of a foreign child in the water over the wharf. It was ascertained after the body was recovered to be that of the son of Mr. S. Maguire, a boy about seven years old. Every effort was made to resuscitate the child but without effect. He could not have been in the water over half an hour as he was seen by some of his relatives about half past six and found a little after seven o'clock.

A Valuable Coal Mine.

In an account of the Coos Bay Coal Mines, which we find in the *Daily Alta*, appears the following facts relating to the new coal mine owned and being worked by our former townsmen, I. Bartlett, W. Goodale, Jacob and W. H. Hardy. The mine is evidently very valuable property, and we congratulate these gentlemen on its ownership:

"THE HARDY COAL MINE.—Is the name given to one comparatively recently opened and now almost ready for supplying the market. The Company is represented by San Francisco business men, who have expended about $30,000 in improvements, besides the first cost of the land, (which was $40,000.) They have purchased 1,700 acres on the north side of the bay, eight miles northeast of the entrance. This tract lies between Hayne's and Jordan's Sloughs, and fronts upon the bay. A good depth of water is found all along the western border. Fourteen feet at low tide, being the same depth as that on the bar, is found 400 feet from the shore, directly opposite the mine. The land rises gradually from the bay to a height ranging from 200 to 300 feet, and is densely timbered with fir and cedar. The coal is found in a regular bed, four to five feet in thickness on all sides of the tract, the outcroppings being found on the easterly slope for a distance of two miles. On the northwest corner, near the bay, the coal has been uncovered for the purpose of testing the average capacity of the mine. The improvements already nearly completed are situated in the southwest front near the confluence of Jordan's Slough with the bay. The wharf is about half finished and is being prepared for a double track. Leaving the wharf, the track extends with a slightly ascending grade to the mouth of the tunnel, which penetrates the hill and reaches the coal bed. The tunnel is 1,000 feet long, 10 feet wide and 8½ feet high and is provided with double tracks. It now remains to open out the chambers to the right and left and extract the coal from the portion of the bed which is inclined above the tunnel. The quarry lying north and east of the end of the tunnel, and which may all be extracted without machinery for either raising or freeing the mine of water, is estimated at not less than 1,200,000 tons, and the whole amount of coal on the tract at three times that amount. A boarding-house, bunkers, blacksmith shops and other improvements comprise the work already completed. It is expected soon to have the mine in active operation.

There has been some talk of organizing a line of propellers specially constructed for this coal trade. If done, the enterprise will greatly facilitate the working and thorough development of these mines and will greatly tend to regulate the price of coal in this market.

Other places are well known as good points for opening mines, while there are many which at present are not available for want of ready means for transportation."

Remarks of the Minister of Finance on the Bill regulating the hours of labor.

He had not spoken upon this Bill, but proposed now briefly to give his views thereon, as he was opposed to its passage in any form. In this he differed from his colleagues, who had admitted there were some reasons why a law of this kind might be placed upon the Statute book. He did not believe in the wisdom of laws defining the duration of a day's work any more than in laws defining rates of wages. Both were improper subjects of legislation, and both should be left to the operation of individual will, and the natural laws of competition and business, which were amply sufficient to govern the relations of employer and employed, in so far as work and pay thereby is concerned.

It was a practice in England in olden times to regulate the wages of laborers by Act of Parliament—a practice now abandoned to contrary in the best interests of all concerned, as well of the State as of the individual. In the modern phase of this same idea—the regulation of the hours which shall constitute a day's work—now so fiercely agitated in Europe and America, he only saw a revival of the obsolete and exploded legislation of the past.

Labor and its compensation may safely be left to take care of itself, for the profitable relation of each to the other must depend upon the profits realized upon the sale of the product brought into existence by the means of labor. To regulate labor by legislation we must go a long step further back, and regulate by law, prices, the markets, the relation of supply and demand, in other words, the profits on the commodities which we have for sale.

Labor and its compensation is the very thing involved in this bill, which seeks to establish a day's work in this Kingdom at nine hours. Whatever advantages it is hoped may be gained by this law, as for instance the lessening of the work of the laborer, the greater opportunities for his mental or social improvement, or the guidance of magistrates when appealed to, to decide what is a fair day's work, the main issue involved cannot be avoided. It comes first, last, and always. This law will disturb values, and introduce a new element into all the relations of business and enterprise throughout the country. By its election the ordinary day's labor, and thereby increases the cost of production. None know this fact, or ought to know it, better than the introducers of this Bill.

If we were to make a law that the sun should rise an hour later and set an hour earlier than it does, we can easily imagine—could the law be made operative—how general a disturbance it would create in all human affairs, how it would modify and change all business calculations. So time laws regulating the length of day's work have an analogous result, some the less certain because we cannot trace their effects to their fullest extent.

Reason for a little upon the effect which this law must have upon our productions. Say we have a piece of work which 100 men, working 10 hours per day, can accomplish in 4 days; let us reduce the working hours to nine, and it is easily seen that to finish the work in the same time 110 men will be required. In other words, with men at the same wages the work will cost 10 per cent more in the latter than in the former case.

Or, take another instance. Suppose that working ten hours per day with wages at one dollars per month, it costs five cents per pound to produce sugar, and the sugar will sell for only five cents, in this case nothing is made or lost in the transaction. But suppose further that we reduce the hours of work to nine, the ten per cent reduction of the labor, at the same wages increases of course the cost of the sugar ten per cent., so that it will now cost five and one fifth cents per pound; but the market price is only five cents, consequently every pound produced is at a loss of one-fifth of a cent per pound. No producer can stand this; he must stop growing sugar, and laborers will be thrown out of employment. But there is a remedy; the planter must bring his cost back to five cents by reducing the wages, and he does so by informing the nine-hour men that he can keep going, only by reducing their wages to nine dollars per month. Thus you see that the result of your legislation will, sooner or later, be felt in the rate of wages. It must bring up there, and the attention of native members is especially called to this result. The member from Waikiki says, with great elation, that this law is demanded by the people; that it will be a great advantage to them; that the laborers on Makee's plantation, and on the Waikiki plantations, urged him to get such a law as this one passed. But while it may be a satisfaction for him to tell them, "I have relieved you of one hour's work a day, I have been a zealous champion in your cause," will it be much of a satisfaction to them, to be made aware that this same law has reduced their wages from ten to nine dollars per month? Members may think that by supporting this law they are getting large advantages for their constituents; but they must remember also that this advantage is immediately offset by an equal disadvantage. Labor and its compensation are not to be regulated in this Chamber, but by the markets, over which we have no control.

Some years ago the carpenters in this town, by an agreement among themselves, reduced their working hours from ten hours to nine per day. The direct effect of this was to raise the cost of building houses. A person who formerly might have been able to have had a house put up, cannot now, with the same means, do so. If he had but a thousand dollars then, and with it could procure his house, he must now have eleven hundred dollars; and this, perhaps, may put the matter entirely out of the question, and the house remain unbuilt. House building and improvements in houses has by this means been directly discouraged. In like manner all enterprises in this Kingdom, by the passage of this law, will be impeded and discouraged.

Labor laws are not common in Statute books. You will search in vain for them in most books. Labor is left wisely to the agreement of employer and employed, who know what is best for their own interest. At the last session of Congress a law was passed, fixing the working day at eight hours, but it was not imposed upon employers universally throughout the country. But if been so imposed, it must have become inoperative and a dead letter at once. But it was restricted to such workmen as are employed by the Government in arsenals, in navy-yards, and other national works. That Government is rich, with abundant means in hand, and can afford to stand the loss sustained by such a reduction of working hours. It can afford to try the experiment for a time although it already comes to be regarded as an disadvantageous one, and as an example has failed to impose its value upon private employers. There could not withstand the ruin and disaster which would follow the enactment of such a law. We here cannot afford to try experiments in this line. It is better for us to study it at a distance.

But this law it is said only relates to contract labor—such as become so under the 1417th and 1418th Sections of the Civil Code. The hours per day has already been specified by the Government in the contracts with the Chinese last brought by the Board of Immigration, and it is quite sufficient that this forms a precedent, or at least the basis of a usage, that may define what is a fair day's work.

But let this law be put in our Statute books and nine hours becomes at once a legal definition of a day's work, not only for contract men but for all sorts of labor. How can this be avoided? On the plantations there are not only contract men, but day laborers working side by side with them. Will it be supposed that while the contract man works only nine hours his fellow laborer will work ten? What plantation work can be carried on on any such double system? The day laborer will soon demand that his day shall be shortened, and a custom specially established quickly becomes general. All sorts of rude labor will fall into the same category of hours and pay, and nine hours will become the recognized and legal limit of a day's work.

We shall have the day laborers in this town claiming nine hours like his fellows in the agricultural districts; our house servants, our gardeners, our grooms, and, in fact, all our employees, will claim nine hours and demand pay for overtime. A man in my garden may now be employed for one dollar per day, and he works ten hours cheerfully; but under this law, to do what should be a fair day's work he must be paid for one hour's overtime, that is, $1.10. Now this principle is recognized in the Chinese contracts spoken of a moment ago. These Chinese when engaged in China, were told that some of them might be engaged as house servants, and if so, a day's work could not be limited to ten hours, in which case a larger wage was agreed to be paid for their services. With this law in force we shall see servants, under simple verbal contracts, standing perhaps on their legal rights; our cooks throwing down their ladles and leaving dinner half cooked at the expiration of their nine hours; or clerks leaving their stores on time; or our house servants off to their houses long before we can spare them—or else what amounts to the same thing, overtime must be paid for. We are taking the rude laborers into our paternal consideration, yet they are not the only class of workers in the community. If we regulate their hours of labor, why shall we not do the same for others? Why do they need more paternal care than sailors, house servants, lawyers, doctors, all of whom would be glad to have regular and shorter hours of labor? If it be well to regulate hours of labor by law, we should certainly extend our regard and care in this respect to all classes. Yet we all see how foolish it would be, as well as impossible, to make hours for all the work that is incident to the various callings of life. We must leave that to the corrective which applies itself without our help. The time expended in labor, as well as the kind of labor, adjusts itself by the ranges of employment and the competition of business to its proportionate compensation, and we may well leave the laborer to the operation of these laws.

This law placed among our statutes will be productive of more evil than good. We have spent much time over these contract laborers. We have been considering the welfare for several days past; have taken him up and tried to hedge him about as a curse does a child, to guard him from all possible harm from himself and others. We have proposed to shorten his hours of labor; to show him how to bargain and sign a contract; to keep him from being ill used, beaten, and battered; from being enticed away from his work; to show him how to pocket his advance, and for $30 or four months imprisonment, be freed from his contract as a profit to himself; in fact, to do everything for him while he is called upon to do nothing for himself. It really strikes me, Mr. President, that there are other interests besides those of the contract men, which demand our consideration and attention, and which are worthy of a money of our time. I shall therefore vote to indefinitely postpone this Bill.

Speech of the Hon. J. O. Carter, in the Legislative Assembly, July 17th, on a bill for the repeal of the 1419 and 1420 Sections of the Civil Code.

Mr. Carter said: All that I claim for the Bill now being debated is that, with all its imperfections, its provisions are far superior to the provisions of Sections 1419 and 1420 of the Civil Code. The main objection that has been raised against the Bill is that it opens the way for the servant to swindle his master. The Honorable Member from Koolaupoko says that a native may engage for a year, obtain one hundred dollars advance, and within a week refuse to serve, be taken before a magistrate, coolly pay the fine of thirty dollars and walk off with seventy dollars in his pocket gained by the operation. It is perhaps unnecessary for me to say that if this Bill passes that it cannot affect any contract made even a day before it becomes a law of the Kingdom; it cannot have retrospective action. Should the Bill become a law, I know that the Honorable Member from Koolaupoko would not be foolish enough to advance one hundred dollars to any contract laborer, for by the terms of the Bill he could not possibly hope to recover more thirty dollars, and possibly not even that amount. The Honorable member says now that he might advance it trusting in the man's honor to fulfill his obligation, if so, if he is willing to advance such a sum upon the man's bare promise to repay, why does he ask for a provision of law that binds his debtor's person, his liberty, as security for the repayment of the advance? But, he says, in pass this bill will be to deprive the laborer of the opportunity to obtain a large advance, to deprive the people of a right. As I proceed I hope to clearly show the fallacy of this right which he fears that I shall deprive the people of. It is generally admitted that the system of paying advances to contract laborers is the top root of all the abuses and evils which exist under our "Masters and Servant's Law." The masters say that they wish that the system could be rooted out, well, it is to this end that this bill aims; for under its provisions no master would advance over thirty dollars, if he did that sum, and this would be a great gain, it would pave the way to the abolition of the whole system. There is much truth in the proverb that there are two poor paymasters, the one that pays before work is done and the one that must pay after it is done. It is poor policy to pay a man in advance for a year's labor, particularly so when you know full well the improvident, spendthrift disposition of a very large majority of our laborers. A laborer taking the sum advanced, gives security in his person for its repayment; squanders it and then proceeds to repay the sum in his labor. Six months or a year of labor before him without a farthing coming to him at the end of the term! Can you reasonably expect him to be a willing, diligent servant? It is quite recently that a planter said to me, "Every day's labor on my plantation costs nearly a dollar. The wages paid amount to thirty-five or forty cents a day to the man, but it takes two men to do a fair, honest day's work." Is it at all surprising that this should be the case? You will say that there must be something wrong; that the overseer must be at fault. No! It is because the laborer has no reward to look forward to; he has a term to work out, and it matters nothing to him—the result is the same—whether he performs an honest day's work or a poor half day's work. He has no incentive to work honestly and hopefully; there is nothing coming to him at the end of the week or month. It is said that the Hawaiian has no such feeling. Human nature is the same, be it in a white or black man, unless it be admitted that our labor system has been so far demoralizing as to crush out the hopeful element in human nature. All that I ask of this Assembly is to consider and weigh fairly the provisions of this Bill and of the Sections 1419 and 1420 of the Civil Code, and decide which is the most liberal and fair in its provisions. The Sections of the Civil Code to be repealed, if this Bill is passed, read as follows:

"Section 1419. If any person lawfully bound to service, shall willfully absent himself from such service, without the leave of his master, any District or Police Justice of the Kingdom, upon complaint made, under oath, by the master, or by any one on his behalf, may issue a warrant to apprehend such person and bring him before the said Justice; and if the complaint shall be maintained, the Justice shall order such offender to be restored to his master, and he shall be compelled to serve not to exceed double the time of his absence, in the discretion of the Court, unless he make satisfaction to the master for the loss and injury sustained by such absence, provided, always, that such additional term of service shall not extend beyond one year, next after the original term of service.

Section 1420. If any such person shall refuse to serve according to the provisions of the last Section, in the terms of his contract, his master may apply to any District or Police Justice, where he may reside, who shall be authorized by warrant or otherwise, to send for the person so refusing, and if such refusal be persisted in, to commit such person to prison, there to remain, at hard labor for any term not to exceed three months; and at the expiration of such imprisonment, each Justice shall order such offender to be restored to his master to serve him for the remainder of such original term of service, and any penal term which may have been added thereto by such Justice."

I admit that the term of imprisonment in the Bill before the Assembly is a very bad feature, but it is imprisonment in case the party shall not pay the fine of $30. The provision in the Bill that sets the party free after the penalty has been paid is certainly superior to the one in the present law that returns the servant to the master with the penalty of extra service upon him. Again, it will be in the interest of the masters to have the fine paid, and whoever is to their interest will prevail. A laborer may find his employment on one plantation irksome and galling, for reasons that seem good and sufficient to him; under the law as it now stands, there is no release from his bondage, but under this Bill he may refuse labor, pay his fine or suffer imprisonment and then be free. If a servant who is indebted to his master shall refuse to serve and be taken before a magistrate, it will be to the interest of the master to secure his debt by arranging for some other planter to make the advance required and secure the services of the laborer, who may be well satisfied to make the change rather than go to prison. The provisions of the Bill will surely lead to the diminishing of amount of advance paid. Again, the Bill fixes an equal penalty upon master and servant. The law as it exists provides imprisonment as the only penalty for the laborer, and fines for or imprisonment for the master. How often is a master imprisoned? Is the law just and equal in its provisions? Is not the Bill before you, imperfect as it is, to be preferred to the existing law?

Our contracts lack in the first principle of a contract; they are far from being mutual as to terms. For instance, the contracts have been and can be assigned, but if a laborer has a bad master he cannot change. This applies to the contract directly; indirectly under the law it is far from mutual, as I have shown. The one previous specific and definite in the law, to the laborer, is imprisonment if he fails to carry out his contract. The master may fail to carry out his part of the contract, may refuse to pay according to its terms, and the most that can happen, for him is to pass through the bankruptcy courts. In shipping seamen and paying advances to them, you do not demand their persons as security,—you take a third party in his estate; you do not affix the penalty of indefinite imprisonment for refusing to serve. I admit that when you once get a man on blue water he is comparatively safe.

Of contracts to labor, John Stuart Mill says: "All such obligations are a form of compulsory labor, that is, slavery. My only aim is to make these contracts as little objectionable as possible. The main evil in our system is the matter of advances. You entice the laborer by a large advance, and demand as security that he should put his person in pawn. This system of pawning one's person is recognized by our law, death alone renders the security given for the advance. This pawn system gives our labor contracts their value; renders the laborer a slave as defined in the British Statutes. Said Chief Justice Sandes, of Hongkong, in a decision given in 1871, in a case where this same contract system was in question: "I turn to the light of the interpretation of 6 and 7 Vic., C. 98, Sec. 2, as to what persons are slaves, and find that all persons holden, *i. e.*, for the time being, without reference to the length of holding for life or for years, that all persons holden in security as pledges for debt, and commonly called "pawns," (in Chinese, "pigs,") or by any other name, are to be considered as slaves within the scope of the slave-trade acts. * * * How easily would the slave-trade acts have been evaded if 'engaging' Africans for years, say twenty or eight years, instead of kidnapping them for life, had been resorted to for a subterfuge." When the master hires the laborer by a large advance, he knows that he has no property—is not in a condition to incur pecuniary responsibility. Without a labor contract, would he trust him for the same sum or its value in goods? If it is right to imprison for debt, then Section 1420 is based upon correct principles. In most civilized lands, imprisonment for debt is looked upon as a relic of barbarism. The Honorable Member on my left says the Bill under discussion provides imprisonment for debt. I answer, only when the fine can not be paid, and I believe such instances would be rare. The only excuse to be offered for this objectionable provision in the one urged by planters, that to remove all restrictions of law at once would create a revolution in our labor system—would ruin the sugar interest. I recognize the force of this reasoning, and yield partially to it. I believe that our present laws have so far demoralized laborers that they might take advantage of the repeal of the restrictions, and lose cause; thus to reach a just and equitable platform we should proceed by degrees. Speaking of imprisoning contract laborers for debt, a gentleman who recently visited a sugar-growing country where the same system of contract labor obtains, said: "Imprisonment for breach of civil contract is opposed to modern, if not indeed to ancient, English notions of freedom, and is on principle open to serious criticism. * * * For my own part, I can not hesitate to express a strong opinion against the imprisonment of coolies or any other laborers for breach of contract, a repugnance confirmed the more I inquired and thought about the immigration system. I know the defenders of this provision will say (and say with much plausibility,) that the laborer has no other security to make—he must give his body for the sin of his soul. The master you can mulct in money, and goods, and credit, and social standing; but the poor laborer—without wealth, or possessions, or credit, or position—nothing but his bare poor skin—full of bones, thews, and sinews—you must, like another Shylock, in default, take your terms out of that. God help me if I could do it, were there never a stroke of work done on any property of mine! And when you attentively look into the effect of it, you will see how it demoralizes the subject. Should he complain of his master's breach of contract, he sees the latter asked to pay a monetary fine, while he, for a converse breach, suffers as a felon. Repeat that operation a few times, and then behold the sort of man you have made. Hardened, harassed, sullling, shirking—broken perhaps in spirit; rightly or wrongly indignant that there is one law for the rich and another for the poor;—what kind of work do you get out of him? Is it hopeful, energetic, strengthful, willing? or is it such as you would get out of your stubborn child if you stood over him with a dog-whip?" In most civilized lands, "if a man sign a contract to work one year for another, even stipulating with the strongest form of language the control of the master over his time and his body, it will not hold." Our contracts need not to be definite or explicit on these points, for the law makes them effective over the time and the body of the laborer for an indefinite term. Under the provisions of the Bill now debated none of these wrongs can exist, so I claim that it is far preferable to the existing law.

A man who makes a contract to labor makes his labor a matter of merchandise, not his body, and if he fail to furnish the labor for which he has contracted he should be held responsible in estate, but not in person. "His body is in the image of God, sacred to the uses and purposes of his Maker so long as he is under subjection to the law that secures and protects life and property." "Human law may diminish natural liberty, but it increases the civil liberty of mankind." It would be far better for master and servant, for the material welfare of this Kingdom, if we could do away with advances and contracts to labor.

Can a man alienate his liberty? John Stuart Mill repudiates the idea that it is possible for a man to alienate his liberty. All writers on this subject agree upon this point. "No man is to be governed by his own will, and much less should he be governed by the will of another." "No man has a right to sell his body while life is in it even for a single day." Says Chief Justice Sande: "Christianity teaches us that God made man in his own image, and breathed into him the breath of life—eternal life. It does so happen that this Christianity is the law of England, of this Colony; and modern European philosophy, in its own refined language, teaches much the same doctrine of man's equality with man, only (as it assumes) on a rather more subtle hypothesis. Well content as I am, and, as a judge, must be with the law of the land, I must answer the question: Is it possible that such a being as man can according to law, a science of development, according to the law of A. D. 1871, become a slave, even by his own consent? I say it is impossible in law, as Sir R. Phillimore, vol. 1, p. 218, has said in a passage I read with the most respectful concurrence, but too long for full quotation: 'Of this great truth its sound has at last gone out into all lands, and its voice into the ends of the world.' A man can no more, as I infer from the same high authority, by contract, be authorized to take the liberty than to take the life of another." This decision freed a man who had been arrested for the murder of the Captain of a Coolie ship, the crime charged being piracy. The ship was upon the high seas and the Coolies rose upon the Captain and crew, killed them, and then ran the ship ashore and escaped. The Chief Justice held that it was not piracy, that the men were enslaved and had a right to liberty and that to secure it they were compelled to use force and even to take life. Ask yourselves, What is life without liberty? To my mind a crime is committed when you entice a man to sign a labor contract, under the provisions of Section 1420, by he virtually signs away his liberty for a time, and this under the Statutes of Great Britain is slavery, as I have already shown by the decision of the Chief Justice of Hongkong. According to our Constitution, a slave can not be held in this Kingdom; but just what may be termed slavery here is not clear, for we have no statute defining slavery. According to the laws of England, our contract system is slavery, and I think that evidence can be produced to prove that the right of property in man is recognized by our highest court, and this fact established, who can deny that slavery exists in this Kingdom? Let me call your attention to an advertisement which appeared in one of the newspapers published in this city:

BY VIRTUE OF AN ORDER ISSUED OUT OF the Supreme Court of the Hawaiian Islands, Will be sold at Public Auction on Saturday, 7th day of September, 1867, in front of the Courthouse door, Honolulu, at 12 noon, the well-known Estates of Pioneerville, Emmaville, Kalihiwai, Kilihikai, and Hanalei, the whole forming the Pioneerville Sugar Plantation, situated in the District of Hanalei, Island of Kauai, and belonging to the Estate of Robert Crichton Wyllie, together with all mills, machinery, carts, cattle, horses, improvements, contracts for labor, and other property to the same belonging. Belonging to this Plantation are about 1,000 acres of cane land, of which 650 acres are bottom land, and about 6,000 acres wood and pasture land. There are at present 450 acres in cane. The crop of sugar for the present year has been 650 tons. The dwelling houses, mill buildings, and the machinery are in good order and very complete. The power used is steam, but there is water power for six months. The plantation is capable of producing 1,000 tons of sugar per annum. There are 100 coolies belonging to the Plantation, whose contracts for labor expire in October, 1870, their wages being $4 per month each and found. The whole forms one of the most desirable estates on the Hawaiian Islands, and is well worthy the attention of capitalists. Terms liberal.

Here we find cattle, horses and contracts for labor, and other property, for sale. I trust no one will try to make a distinction between the contracts and the coolies, for we have only to refer to the Master and Servant's Law to find that they were inseparable until October, 1870, when the contracts were satisfied. Let us look a little further on in this advertisement, and we find that "there are 100 coolies belonging to the plantation," and "the whole form one of the most desirable estates on the Hawaiian Islands." We find that the laborer is "property" and "estate." You may say that they were only Chinamen, but it matters of China can be thus sold under the law, what is to prevent the sale of native Hawaiian laborers who are bound by a contract under the same law? Will you say that they were sold without authority of the law, when the order for their sale issued from the Supreme Court of this Kingdom? I think I have established that we have a system of slavery as defined by British Statutes, and that our highest Court recognizes man as a chattel. In fact our system differs from that which existed in the United States in that we sell and enslave for a term of years instead of for life. Although a contract may specify a year as the term of service for which the laborer is bound, it does not follow that the laborer will then be freed. Last session a petition was presented from Hilo, signed by parties complaining that they had shipped for a year and had been held for five years. The Hon. Mr. Wahlne, who represented Hilo in the last Assembly, said that he knew men and women who went from this city, whose term of service had expired but who could not obtain a discharge. Here I may be permitted to say that I am informed by parties in the Government that more and worse abuses exist in the District of Hilo than in any other district in the group. So the term for which a man may be enslaved is very indefinite.

Is it a crime to refuse to carry out the terms of a civil contract? Not being bred to the law, I am not as well able to debate the law of this matter as my colleague would be, but referring to the legal authorities I find that "Private wrongs or civil injuries are an infringement or privation of the civil rights belonging to individuals; public wrongs or crimes and misdemeanors are a breach and violation of the public rights and duties due to the whole community. As, if I detain a *field* from another man, to which the law has given him a right, this is a *civil injury*, and not a crime: for here only the right of an individual is concerned, and it is immaterial to the public which of us is in possession of the land; but treason, murder, and robbery are properly ranked among crimes." Are not the field in the one case, and the labor of the man in the other, equally matters of merchandise, and concerning individuals only? Would you have it read: As if I detain *labor* from another man, to which the law has given him a right, this is a *crime*, and not a civil injury? The breach of the contract is a matter concerning individuals only, and is a civil injury, and not punishable as a crime. It may be claimed that the violation of the contract concerns the whole community indirectly, and this claim will bear debating as well as the claim for indirect damages now being discussed in another part of the world. If I commit a theft, or assault a person and am sent to prison for the crime, the King's pardon can release me; but if I refuse to carry out the terms of a contract to labor and am imprisoned under the provisions of Section 1420, the King's pardon can not free me. "Punishment ought always to be proportioned to the particular purposes it is meant to serve."

I believe I have established that the existing law admits that a man may alienate his liberty; that man is a chattel; that it provides involuntary servitude without the commission of a crime; and all this is against the provisions of the Constitution. The law should be repealed not only for the reasons above given, but because of the force of the 78th Article of the Constitution, as ably set forth by the Attorney General during the last session of the Assembly. The effects of the system of labor, the influence it exerts, are damaging alike to master and servant. It makes men inconsistent. During the late rebellion in the United States, some persons in this Kingdom sent money, sugar and molasses as contributions to a fund to be used in caring for soldiers wounded in crushing out slavery, and the money, sugar and molasses were the product of slave labor. Again, because a newspaper dared to discuss the labor question, lines were drawn in society, and the controversy between the two parties became as bitter as any that existed in the Southern States of America before the rebellion. You will remember that a plantation on Maui suffered loss in buildings by fire, and it was claimed by planters that the fires were the result of the newspaper discussion. An officer of this Government visited the plantation, and he has informed me that the newspaper had nothing to do with it; that heavy advances and debt, rendering the term of service of indefinite length, had more to do with it. But the planters held a meeting and determined to crush the newspaper out of existence. How very like the American planter before rebellion times. These planters passed resolutions to the effect that they would withdraw their patronage from the paper, and, moreover, that they would not trade with any merchant who advertised in the paper, and these resolutions were sent down here to be published. I confess that wisdom prevailed in one Department of the Government, and the resolutions were sent back. It was proposed during the fire that a party of men should block their lanes, come down here, and turn the houses of the editors of that paper, and I can show you a letter which I received, in which the writer said that if I had been near at the time of the fire, he "would have shot, or hung me, or both." A man must be badly demoralized who can sit down and in cool blood tell a fellow man that he could have killed him. And a body of men must be equally demoralized who could entertain the proposition to take law into their own hands,—execute mob law. This is very much as the Southern planters acted. I maintain that the labor system of this Kingdom is to be held answerable for all these outrages. When you tell these planters of the wrongs of the laborer, they will say the courts are open to him for the redress of grievances. What are our Courts? Who are our Judges? Take the District and Police Justices, with whom the laborer comes first in contact—they are more or less interested in plantations, hold one or more laborers under contracts. Then the Supreme Court—two of the three Justices are planters, largely interested in contracts. And lastly, the Sovereign is a planter. There are but few laborers who can pay their way to the Supreme Court. A contract laborer has about the same chance for strict, impartial justice here as a slave would have had before a Louisiana Court. Our law is oppressive. Wrongs are not righted. Could I take the time to visit the various districts of these Islands, I could collect a story of wrongs that would put this Assembly to the blush.

I believe that "oppressors, whether individuals or nations, are brought sooner or later to judgment and punishment." The Member from Hana wants to know what nations are punished. Let him go to the United States and ask there how God punished them for enslaving their fellow man. Read history and be answered. I believe that we shall be punished. I can not think that we shall be prospered as a nation. No people thrive under a system of compulsory labor. Speaking of Porto Rico, a recent writer in a New York paper says: "And however exuberant and prodigal of products the soil of this island may be, the system of labor underlaid and the paralyzing influence of bad government will effectually prevent any material increase in the future if they do not absolutely and permanently diminish their present productive capacity." There are many who believe that crimes against society, in the case of nations or individuals, are followed by certain punishment. I am aware that there are some in this Assembly who don't like to have Holy Writ quoted, but I believe in the Bible and shall quote Paul's advice: "Masters, give unto your servants that which is just and equal, knowing that ye also have a Master in Heaven;" and a passage from another part of Scripture: "The Lord executeth righteousness and judgment for all that are oppressed." I believe that we oppress our laborers, and that we shall certainly be punished for it.

I am aware that I may be derided, shunned and ostracized for my opinions, as I have been in the past, but I have performed what I believe to be a duty. It took over thirty years of agitation to rid the United States of a slave system, and it may take as long to rid these Islands of their slave system, and for one, I can work and wait, knowing that the end will surely come. We, Representatives, are here to protect ourselves and our constituents in rights which God has given them, and I ask you to support this Bill, imperfect as it is, believing its provisions to be superior to the one contained in the present law. In the time to come, you who vote for this Bill will live to see it be glad.

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United States, New Zealand and Australia Mail Steamship Line.

For San Francisco.

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On or about July 27th.

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18 tf

Time-Table of the Steamer "Kilauea."

July 20th	Kona
August 5th	Kona
August 12th	Kona
August 22d	Circuit of Kauai
August 26th	Circuit of Hawaii

Ticket can only be secured at the office. No credit will be given for passage money.

22 SAM'L G. WILDER, Agent.

LEGAL NOTICES.

IN THE ESTATE OF T. LYONS, of Hono, Maui, deceased. In Chambers, Circuit Judge, 2d Judicial District, Hawaiian Islands.

Application having been made by A. Cross, Esq., administrator on the Estate of T. Lyons, of Hono, Maui, H. I., that a day be set for the approval of the administration account and Estate.

Therefore, Thursday the 15th of August next, at 10 o'clock A. M., has been appointed for the time, Kaupo, Hana, Maui, to be hereby appointed as the time and place for hearing said application and any objections that may be offered.

ARE. FORNANDER,
Circuit Judge 2d Judicial District, Hana Districts.

Lahaina, July 16th, 1872. 29 3t

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Padlocks—Brass and Iron, from 1 to 4 inch; Cupboard—Brass and Iron, from 3 to 4 inch; Drawer and Till, Chest and Trunk, and Dog Collar Locks.
Door Bolts—Spring and Chain, Square and Tower, Wrought and Cast, Brass and Iron. **Knobs** for Doors, Pictures and Curtains.

Door and Gate Latches.

Hooks—Hooks and Staples, Hooks and Eyes, Brass and Iron Screw Hooks and Eyes, Cloth Hooks Picture Hooks, Curtain Hooks, Hasps and Staples.
Butts—Iron, Fast and Loose, Cast and Wrought, from 1 to 4½ inch; Brass, from 1 to 4 inch; Strap Butts and Back Flaps, assorted.

Sash Fasteners and Window Springs.

Hinges—T and Strap, from 1 to 18 inch. **Handles**—Chest and Drawer, in large ass't. **Sash Rollers**—Brass and Iron, assorted.
Brackets—Wall, Corner, Shelf and Lamp. **Castors**—Table and Bed, in Brass, Iron and Wood.
Tacks—Copper, Iron and Tinned, single and double pointed.

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