HAWAIIAN GAZETTE

PUBLISHED AND EDITED BY

HENRY M. WHITNEY.

BY AUTHORITY.

Dr. George Trousseau has this day been appointed Physician of the Insane Asylum at Kuawai, Honolulu, in place of Dr. E. Hoffmann, resigned.

EDWIN O. HALL,
Minister of the Interior.

Interior Office, April 5, 1873.

Rev. A. O. Forbes has been appointed by the Board of Education, School Agent for the District of Lahaina, Island of Maui, and for the Island of Lanai, in place of His Ex. P. Nahaolelua, resigned.

By order of the Board of Education.

W. JAS. SMITH, Sec'y.

Honolulu, April 7, 1873.

Dr. RICHARD OLIVER has this day been appointed by the Board of Health, Traveling Physician of the Island of Hawaii, excepting the Districts of Hilo and Puna.

CHAS. T. GULICK, Secretary.

Interior Office, March 25, 1873.

Messrs. Curtis J. Lyons and J. Montauli have this day been appointed Commissioners of Fences for the District of Kona, Island of Oahu.

EDWIN O. HALL,
Minister of the Interior.

Interior Office, March 26, 1873.

Mr. Josia Haole has this day been appointed Agent to grant Marriage Licenses in the District of Wailuku, Island of Maui.

EDWIN O. HALL,
Minister of the Interior.

Interior Office, March 26, 1873.

It has pleased His Majesty the King to commission Hon. Jas. M. Kapena as Circuit Judge of the Island of Oahu.

EDWIN O. HALL,
Minister of the Interior.

Interior Office, April 1st, 1873.

This is to certify that at an election, by ballot, held on Monday, March 31st, this A. D. 1873, at the Government School House at Kawaiahao, Honolulu, for the Third Member of the District School Board of the District of Kona (Honolulu) Island of Oahu, Rev. B. Hermann Kickemann was duly elected to that office for the ensuing year.

W. JAS. SMITH,
School Agent of the District of Kona (Honolulu) Island of Oahu.

Honolulu, March 31st, 1873.

NOTICE.—The Government Printing Establishment having been leased from the 1st of April, 1873, to Mr. Henry M. Whitney, together with the good will of the "Hawaiian Gazette" and "Au Okoa" newspapers, the responsibility of publishing said newspapers is entirely his; and His Majesty's Government is in no wise responsible for any views expressed in said newspapers, except for what may appear under the head of "By Authority."

EDWIN O. HALL,
(ref) Minister of the Interior.

Honolulu, March 26, 1873.

NOTICE.—Mr. J. O. Carter is fully authorized to collect all outstanding accounts in favor of the Government printing establishment; and his receipt, in settlement of accounts, will be duly acknowledged by this Department.

EDWIN O. HALL,
Minister of the Interior.

Honolulu, March 26, 1873.

Licenses Expiring in April, 1873.

Retail.

OAHU:

1st	B. F. Ehlers & Co	Fort street, Honolulu
2d	Ah Teian	Nuuanu street, "
3th	W. Hall	Beretania " "
6th	John Nott & Co	Kaahumanu st., "
6th	G. McDougall	Fort street, "
6th	Billingham & Co	King street, "
9th	Thomas A. L. Willis	King street, "
12th	Geo Rose	Nuuanu street, "
15th	M. Dickson	Fort street, "
17th	H. Velra	Smith's Lane, "
19th	Ah See	Fish Market "
26th	T. Masuman & Son	Cor King & Nuuanu "
30th	J. Weik	Valley Road, "
1st	C. F. Wolf	Waialua

HAWAII:

1st	W. H. Ricard	Waimea
12th	Aletcheng	Kahalii, Hilo
17th	Chas. Notley	Waimea
37th	G. Pinkham	Piihonua, Hilo

MAUI:

1st	Geo. Gray	Haiku
1st	J. W. Girvin	Lahaina
14th	N. F. Sayre	Makawao
18th	Ah Mau	Wailuku
29th	Owana	Waihee
30th	Peter Gennett	Makawao

KAUAI:

15th	F. Rindt	Koloa
20th	Akana	Nawiliwili
22d	Chulan Bros	Hanapepe
22d	Yac Tan	Waimea

Wholesale.

OAHU:

17th	H. Hackfeld & Co	Honolulu

Auction.

13th	E. P. Adams	Honolulu

Horse.

1st	Kaulalii, No. 21	Honolulu
2d	Healii, No. 22	"
8th	J. A. Cummins, No. 23 and 24	"

Boat.

2d	Wm. Waterhouse	Honolulu
6th	G. W. A. Hapai	Hilo, Hawaii
27th	Kaheana	Wainaea, Hilo, "

Butcher.

5th	G. Crockett	Lahaina, Maui

Lapaau.

11th	Mahoe	Manoa, Kona, Oahu
12th	Pohoiopa	Lahaina, Maui

Fire Arms.

22d	A. C. Smith	Kona, Oahu

WEDNESDAY, APRIL 16.

THE Minister Resident of the United States had a special audience of the King, at noon of the 14th inst., to deliver to His Majesty a letter from the President of the United States, of which the following is a copy:

ULYSSES S. GRANT,
President of the United States of America.
To HIS MAJESTY LUNALILO,
King of the Hawaiian Islands:

GREAT AND GOOD FRIEND:—I have received the letter which Your Majesty was pleased to address to me on the 14th of January, announcing your election to the Sovereignty of the Hawaiian Islands to succeed your royal cousin the late Kamehameha the Fifth.

Permit me to congratulate Your Majesty upon this signal proof of the confidence reposed in you by the people over which you have been called to reign, and to assure you of my sincere desire that the relations of friendship which have hitherto subsisted between the United States and the Hawaiian Islands shall continue undisturbed. And so I pray God that He may have Your Majesty in His safe and holy keeping.

Written at the city of Washington on the sixth day of March, in the year of our Lord one thousand eight and seventy-three.

Your good friend,

U. S. GRANT.

By the President:
HAMILTON FISH, *Sec'y of State.*

On that occasion, His Excellency said:

"YOUR MAJESTY: I have been charged by my Government with the agreeable duty of presenting this autograph letter from the President, addressed to Your Majesty."

To which His Majesty replied:

"I am happy to receive this kind letter from the President, and thank him for it. It is my sincere desire that the friendly relations which have so long existed between the Government of the great Republic and that of my own little Kingdom, may be perpetual. I congratulate the President upon his re-election to the highest office in the gift of the American people."

His Majesty was attended by the Minister of Foreign Affairs, the Governor of Oahu, and the Adjutant-General.

His Majesty has also received the following from the Prudential Committee of the American Board of Foreign Missions, at Boston, Mass.:

MISSIONARY HOUSE, BOSTON, U. S. A.,
Feb. 11th, 1873.

To HIS MAJESTY, LUNALILO I.:

Sire: The Prudential Committee of the American Board of Commissioners for Foreign Missions congratulate you upon your accession to the sovereignty of the Hawaiian Islands, and upon the remarkable unanimity of sentiment by which you have been called to this high position.

By the peaceful and harmonious adjustment of the political questions involved in so important a change in the government, the Hawaiian people have illustrated their right to an honorable place among the civilized nations of the world.

The American people, and especially those represented by the American Board, will ever cherish a lively regard for the political and social welfare of the Hawaiian Islands.

I take special pleasure in saying that the Prudential Committee feel great confidence that the interests of education and of the Christian religion, as the basis of national prosperity, will be generously cared for by Your Majesty, and by the distinguished gentlemen whom you have invited to a share in your counsels.

In the hope that your reign may be an honor to the noble line you represent, and promotive of the best interests of all classes of the Hawaiian people,

In behalf of the Prudential Committee,

N. G. CLARK,
Foreign Secretary of the A. B. C. F. M.

The Case of Afo, the Chinaman.

THE very able opinions of the full bench of the Supreme Court, in the case of the contract coolie, Afo, published in our issue of April 2, have doubtless been carefully read by all. The question decided by the majority of the Court is an important one, and for this reason the arguments advanced should be carefully weighed. It is the duty of judges to study the various laws bearing on every case brought before them, and the advantages which their position gives them for arriving at a correct decision, should go far to sustain them in whatever conclusion they may arrive at. Still, in our capacity of independent journalists, we are unable to coincide with the majority of the Court, and will briefly give our reasons. The facts in the case are stated in the opening paragraph of the Chief Justice's decision, as follows:

"The defendant entered into a contract to labor for the term of five years from the 1st of November, 1865, and in the April Term of the Supreme Court, 1868, he was tried, convicted, and sentenced to imprisonment for the term of five years, with hard labor, for an assault on the plaintiff with a weapon obviously and imminently dangerous to life, and that he remained in prison in execution of sentence until his discharge on the 7th day of February last."

The defendant was absent from his employer's service over one half of the term of the contract. His absence, while under arrest and during the time of his imprisonment, does not seem to us a "willful desertion" from service, as the law contemplates. He was arrested, tried, and sentenced to hard labor for five years. The time he spent in jail was an "involuntary servitude," recognized by the Constitution as such. He was consequently unable to fulfill his contract, had he desired to do so, inasmuch as he was restrained from liberty by the officers of the law. Though his imprisonment was the result of his own act, that act was, in turn, caused by provocation from the plaintiff.

Again, was not the return of the defendant to service under the contract, *two years after its expiration*, clearly barred by the limitation of the law? One law provides that no service imposed by reason of failure to perform a contract, shall "extend beyond one year next after the expiration of the original term of service." Another provides for three months, but one year is the longest term known to our labor laws, in which a laborer can be compelled to serve after the original term of service has expired. The language appears clear and explicit.

Now, may not a statute of limitations apply to labor as well as to debt? A debt remaining unsettled for six years from the date when it became due, is barred from collection, even though the claim be a just one and is still unsatisfied at the date when it becomes outlawed. The non-fulfillment of the contract does not bar its becoming outlawed. So in like manner, a contract for five years labor becomes under our laws, as viewed by us, outlawed at the end of six years from its date; and, under their letter and spirit, no employer can justly claim service after that term has expired. And if this reasoning is sound, no court has a right to compel service after six years, no more than it can compel the payment of a debt after six years.

The statement that in "contracts both parties have their rights, and if either fail to fulfill, a wise administration of the law will enforce them," is no doubt sound, when the fulfillment is not barred by other equally binding laws, or by principles of equity. Had the laborer been taken sick instead of having been arrested, and had he remained away from the service of his employer for several years, or until after the expiration of the contract term, will any law on our statute book compel him to return to service, if he recovers his health, after his contract term has expired? Let us suppose that Afo had been sentenced to *twenty* years imprisonment, and at the end of that term, his master claims the fulfillment of the contract. According to the ruling of the Court in this case, the defendant would be compelled to return and work out the unexpired term of his contract, simply because the law demands that all contracts be fulfilled.

It may not have been within the province of the Court to go back and take into consideration the fact that the assault on the part of the defendant, which led to his imprisonment, was made in retaliation for an assault on him by the plaintiff, his employer. In other words, he was provoked to commit the assault. It is an established principle in common law, we believe, that the provocation may be pleaded in justification of an assault. Whether the defendant's counsel urged this as a reason in his favor or not, we are not aware, but it certainly should have had weight in deciding a peculiar case of this kind.

We briefly restate the prominent points of this interesting case, as viewed from our stand-point.

1st. The non-fulfillment of the term of service under this contract should not be held as "willful desertion," but a compulsory absence, made by positive order of the Court, and executed by the strong arm of the law.

2d. The principle of the statute of limitations should bar the claim of the plaintiff, where the law so distinctly limits the time after which a contract shall not be binding.

Courts should compel every contract entered into knowingly to be faithfully executed, but strictly according to the law. No laborer should have the option to willfully absent himself from work, and thus violate his engagement; neither should the employer have the right to violate his engagement with impunity. The interests of all demand that contracts be faithfully carried out, under a reasonable construction of the law, not merely for the protection of the laborer, but also for that of the employer, the capitalist, and all business interests dependent on them.

We regret this decision, because one effect of it will be to render it more difficult to obtain laborers from any source. No Chinese, no Japanese, no Europeans, nor laborers from any other country can be induced to migrate hither to serve under contract, when they know the meaning of the engagement they enter into, according to this ruling of the courts here. And no laborer should ever sign a contract without understanding the full purport of the agreement entered into.

Australian Seeds.

Geo. N. Oakley, Esq., Hawaiian Consul at Melbourne, has forwarded to the Foreign Office a package of seeds, viz.: Eucalyptus obliqua, (stringy bark;) Eucalyptus fissilis, (swamp gum;) Eucalyptus globulus, (blue gum;) Eucalyptus amygdaline, (peppermint;) Eucalyptus rostrata; Eucalyptus corsacea; Broad-leaved Box, eucalypt. kp.; Acacia saligna; Acacia melanosylan; Acacia decurrens; and Acacia arumisnata; which was received by the Dakota, and the seeds will be distributed to those who will plant and care for them. Regarding the Eucalyptus, Mr. Oakley writes as follows:

"Finally, I have to touch upon a subject that appears to me to be of considerable national importance. By the kindness of Baron Von Muller, P. H. and M. D., C. M. G., F. R. S., &c., &c., whose reputation as a botanist is European, and with whom I have been for some time in communication, I am enabled to forward per mail steamer a packet of seeds of the quick-growing indigenous Eucalyptus tree of Victoria, together with some of the Baron's writings on kindred subjects. These seeds should be sown in nursery beds, and the seedlings transplanted when about a hand high, during moist and cool weather, into other nursery beds. From thence when about one foot high, they must be removed during the rainy season to permanent localities. The quantity of seeds of the Eucalyptus now sent is sufficient to produce hundreds of thousands of young trees, and more will be available if the culture of it is approved by His Majesty's Government.

"Accompanying are seeds of other utilitarian trees, valuable for timber and for their barks, oils, resins, and other products. The climate of the Islands is exceedingly favorable to the cultivation of the Eucalyptus and its generic species, and its value as a fuel and timber yielding tree is incalculable, while its growth is unusually rapid. In the reserve adjacent to the Botanic Garden in Melbourne, an avenue exists of elms, poplars, oaks, and gums, simultaneously planted. Since these were planted, the gums (Eucalyptus) have attained a height of 30 feet, while the highest of the imported trees is little over 12 feet. The Eucalyptus will grow on the most barren and timberless spots of the highlands, on the lava-covered plateaus, as well as in the more favorable soils; and I am confident its introduction into the Hawaiian Islands will prove an incalculable boon. The Eucalyptus attains a height in this Colony, in the mountain ranges, of 350 and 380 feet, and occasionally is of enormous diameter."

Easter Sunday in Honolulu.

The quiet Sundays which the metropolis of Hawaii enjoys constitute one of its chief attractions. Whether it be something in our tropical climate, or because those who work hard enjoy more the rest which Sunday brings to them here than elsewhere—one thing is certain, Saturday night and Sunday morning in Honolulu are welcomed by all classes, native or foreign, poor or rich. And as a general rule, it is a day of rest to all. Even the Chinese among us learn to respect the day, and the children of the better classes among them join with those of natives and foreigners in the Sunday schools, and with their parents attend divine service.

Last Sunday especially, the first after Lent, the attendance at all our churches was unusually large. There are in the city four Congregational Churches (two Hawaiian and two American), one Anglican Episcopal and one Roman Catholic. Hawaiians are pretty regular church goers, and the morning services, in particular, are usually well attended. On Easter Sunday, Rev. G. W. Pilipo preached at Kaumakapili, and Rev. H. H. Parker at Kawaiahao Church, and it is not a high estimate, when we say, that over three thousand persons were in attendance at the morning services in these two churches. The Bethel Church, where Rev. Dr. Damon officiates, and Fort Street Church, Rev. Mr. Frear, were both unusually full. These four churches usually make no special efforts for Easter, but on this occasion we observed decorations of wreaths and boquets of ferns and rich flowers. We had intended to give a synopsis of the sermons, but find our space too limited to-day.

At Saint Andrews, the Right Rev. Bishop Willis preached in the morning from the words "Go, tell my brethren that I go into Galilee, and there shall they see me;" and in the evening from the text "Who shall roll away the stone?" Both services were well attended, especially that in the morning, when the chapel was crowded to its utmost capacity.

At the Roman Catholic Church, the Right Rev. Bishop Maigret held high mass, and the large building was crowded. We have noticed that the singing of the females in the Choir is very fine, one or two of them having splendid voices. They have been trained by Father Hermann, and their singing adds much to the attractiveness of the service. We are informed by one of the members that at the early morning communion service, at 6 o'clock, there were over three hundred communicants present, an unusually large number.

The Steam Line.

The Webb Line to New Zealand has unquestionably gone "where the woodbine twineth," in other words, has been abandoned. One result will be that the Hawaiian Government will save twelve thousand dollars a year—the amount of the subsidy which has been paid to the line for the past two years.

No definite information has yet been received by the agents relative to the steam service between this port and San Francisco. The contract between Holladay and the United States Government runs four years longer, or till 1877, but the U. S. Postmaster General has the power to cancel it at any time, at the request of the contractors, after due notice. All that we can learn about the line is the following from the San Francisco correspondent of the *Sacramento Union*,—generally a well-informed authority. We trust his statement may prove true, and if the Dakota will be detailed for this service, it will be all that we can ask:

"The announcement has been made that the Pacific Mail Steamship Company has purchased the four steamers belonging to Webb's Australian line. Probably one more trip to the Colonies will conclude the service of this line, when the steamers will be placed on the Panama route, with perhaps one exception, the Dakota, reserved for carrying the mails, etc., to Honolulu. This important service will then, without doubt, be concluded. The business will warrant the running of a monthly line to and from the Islands, especially that the sailing packets have been nearly all drawn off and diverted into other channels. The bark D. C. Murray is the only vessel now running in the Honolulu packet line, and she, it is said, is now making her last voyage. With a first-class steamer running on time to Honolulu, there would be considerable travel, and the local freight would, with the Government mail subsidy of $75,000, leave a fair margin of profit on the venture."

What a Pity—

That the "Shepherd" who *does* the *Nuhou* so artistically from week to week, should have returned from his flying visit to Lanai with his temper so put out and his vision so distorted by the voyage, that he is unable to see things any longer through the lovely, serene and sun-set atmosphere in which everything has heretofore been viewed and pictured! What's the matter?—have the sheep proved faithless, or did they fail to know the shepherd's voice, and refuse to yield the coveted fleeces; or has the price of wool fallen six cents a pound; or is the loss on the *Nuhou* becoming too great a burden to bear?

Alack! He scowls at us because, forsooth, we would make the GAZETTE readable! Dear sir, we did not resume the old quill for pleasure, as did you; but as a matter of business. And we mean to make this paper still more readable, or we will drop it. Our style is not a new one; it has been the same for twenty years; and if the *Nuhou* editor has only just now found it out, all the worse for him. We intend to make the GAZETTE in every respect a live wide-awake paper, imparting life, good feeling and at least six dollars worth of late and valuable intelligence among the community which depends on it for news. In short, the *Nuhou* must learn, if it has not already, that there are other *new hoes* at work in the public field, stirring up the ground, and disclosing the glittering gems and unconsidered trifles which lie hidden beneath its surface.

A Personal Matter.

Some two weeks ago the editor of the *Nuhou* had some very indefinite allusions to a "fire in the rear," and no one probably could conjecture to whom or to what he referred. In his issue of April 11, he says it refers to a conversation he had with the editor of this paper on the defeat of the treaty of reciprocity and its causes. This is certainly a piece of news to us. We are not aware of ever having had a conversation with him, in which the "master and servant" law was referred to, directly or indirectly. And so far from ever having assigned, in private or public, that law as a reason why the reciprocity treaty did not pass,—we scout the very idea of it, and do not believe half a dozen senators ever knew what our "master and servant law" was, or if they knew, would ever have cared two straws for it. Those who know our sentiments, know that the chief reasons we have assigned for the failure of the treaty were—the inadequate reciprocity on our part, ($100,000 offered against $400,000 asked) the unfortunate disagreement in our Cabinet of 1868, and the still more unfortunate selection of the agents of this government at Washington, including Mr. Walter M. Gibson, who went there without official authority, and probably did more to defeat it than any other man, though he may not think so.

"Our Shepherd says that he knew something about Salt Lake and its Saints some twelve years ago; but he thinks that our brother ought to be better informed, as he was there only some three years ago, when he met his cousin Partridge, one of brother Brigham's wives, who must no doubt give him, from time to time, later news of his relatives and brethren in those parts than lies in our power. Say, brother, how was sister Partridge when you last heard from her? We are so busy with the *Nuhou* that we have not had time to write. Since, brother, you have touched upon this subject, we challenge you to tell all you know."—*Nuhou, April 11.*

We consider it no dishonor to be connected with Brigham Young by the marriage of relations; nor can he be much the worse, or we much the better by the alliance, only as it may serve to give us the inside track in gaining information relative to those who once were Latter Day Saints, and are not now. From personal observations we know the Mormons to be a thrifty, industrious people, and, excepting the stain of polygamy, a worthy community. If the editor of the *Nuhou* wishes to know how "Sister Partridge" is, (whoever she may be,) we presume he can learn by proper application at Salt Lake. Having answered his queries, and as he seems to prefer the interrogatory style, we will respond in the same way, and ask him a question or two:

1st.—Did not Brigham Young baptise a person named Walter M. Gibson at Salt Lake, "some twelve years ago"?

2d.—Did not the latter come here as an emissary of the former in 1861, convene and meet with the Mormon disciples at Wailuku, Maui, who were then as sheep without a "shepherd"?

3d.—Was not Mr. Gibson made the depository of the funds of the native Hawaiians belonging to the Mormon faith, who acknowledged him as Brigham Young's envoy; and if so, what became of the funds?

4th.—Did not Brigham Young send out agents from Salt Lake to recover the funds or property belonging to the followers of his church in these islands, and what success did they meet with?

When these simple questions are answered in an honest and straightforward manner, we shall have something more to say.

The Irish University Bill.

As the English Ministry have been defeated in the two Houses of Parliament on this bill, the reader will want to know something more of the merits of the question than has been afforded in our brief telegraphic dispatches. We find the following article on the subject in an Eastern exchange, which receives it information through English sources:

The two great Universities of England, Oxford and Cambridge, are formed of many separate Colleges united under one government. Such was the design for Ireland when Queen Elizabeth established Trinity College, Dublin, as the nucleus of the intended University. The design failed, however, and there have since sprung up the Queen's Colleges of Belfast, Cork, and Galway, the Magee College, the Catholic University, and the Dublin University, all under separate government, and most of them religious, either Catholic or Protestant, in their tests. Mr. Gladstone's scheme is to merge the best of all these into one great Irish University, of which the centre shall be Trinity College, Dublin. The separate Colleges will be those of Trinity, Belfast, Cork, Magee, and the Catholic University; while the separate existence of the others will be discontinued. Of the £50,000 yearly revenue allotted for the University, Trinity furnishes £12,000, the absorption of Galway College £13,000 more, the matriculation fees £5,000, and the surplus fund from the disendowment of the Irish Church the remaining £20,000. The marrow of the bill is the complete abolition of religious tests, both Catholic and Protestant, in all Colleges of the University. There are to be no chairs in theology, moral philosophy, or in modern history. Nor are candidates for matriculation to be examined in moral philosophy or modern history against their will, and both are absolutely excluded from examinations for emoluments. On the government of the University turns the main issue, comprising the difficult task of satisfying both Catholics and Protestants. The bill provides that for the first ten years, from 1875 to 1885, the Council shall be appointed by Parliament, after that vacancies to be filled alternately by the Crown, the Council itself, and the Professors of the Colleges.

The Courts.

Supreme Court.

April 8th.—The Court opened at 9:20 A. M., Mr. Justice Widemann presiding.

Lokana *et al* vs. Wales *et al.*—This was an action of assumpsit tried on appeal from the Circuit Judge of Oahu. Witnesses were called for the plaintiffs, appellant, but not having proved thier case, a nonsuit was moved and granted, and the jury discharged. J. W. Kewehunahale for defendants; L. Kellipio for plaintiffs, appellant.

April 9th.—The Court opened at 10 A. M. Present Justices Hartwell and Widemann.

Pfluger vs. Pfluger.—Libel for divorce. The Court was occupied to-day with the arguments of counsel, upon a demurrer filed by R. H. Stanley, counsel for defendant. C. C. Harris for the plaintiff.

April 10th.—The Court opened at 10 A. M., Mr. Justice Widemann presiding.

Pfluger vs. Pfluger.—The Court allowed the plaintiff to amend his petition, after which, it being mail day, the Court adjourned for the convenience of Jurors until 11 o'clock to morrow

April 11th.—The Court opened at 11 A. M., Mr. Justice Widemann presiding.

P. Curran vs. A. A. Haalelea and J. H. Coney.—This was an action for breach of contract in the leasing of a certain land called Paupauwela, in the District of Ewa, to the plaintiff by defendants for five and a half years, at a rental of $150 per annum. Said land was said to be unencumbered and to contain from 4000 to 6000 acres, whereas it appeared that the same, except 16 acres of kalo land, had been previously leased to John Meek by J. H. L. Haalelea (under whom the defendants held) for twenty-five years, which term had not yet expired. The case was tried by a mixed jury, who, after hearing the evidence retired, and in forty minutes returned a verdict for the plaintiff, damages $300. W. C. Jones for the plaintiff; E. Preston and R. H. Stanley for defendants.

Probate Court.

Before Justice Widemann.

April 11th.—In re Estate of Thos. Williams, alias Thos. Graham Pertle, deceased. Petition for order of sale of real estate by Theophilus H. Davies, the Administrator. The Court granted the order.

In re Estate of D. C. Watermann, deceased. Final decree made discharging the administrator, J. O. Dominis, from further responsibility.

Police Court.

April 8th.—Eugene McNamara, Thomas Fitzgerald, and Michael Meginte, charged with furious riding. Fined each $5 and $1 costs.

James Love—Charge of assault and battery on Ahing. Fined $10 and $3.50 costs.

Kauhaeku—absenting from school. Discharged.

April 9th.—Jim Kamai—Committed for trial at the Supreme Court for assault with a dangerous weapon.

Kealoha—Cruelty to animals. Fined $5 and $4 costs.

Komo and Walaunoea—Absenting themselves from the schooner Dauntless. Fined each $2.50 and returned to the vessel.

April 12th.—Palu—Furious riding. Forfeited bail of $10.

Charles Welsh—Drunk. Fined $5 and $1 costs.

Circuit Court—Kauai.

The following matters have been heard before the Hon. Duncan McBryde, Circuit Judge of the 4th Judicial Circuit, in probate, since Jan. 1st, 1873.

In re proof of will of H. Fredenberg, deceased.—Petition for proof of will heard at Nawiliwili, on the 11th Feb., when will was admitted to probate, and Paul Isenberg and W. H. Wright appointed administrators with will annexed.

Estate of A. White, deceased.—Petition of administrator for approval of accounts and discharge, heard on 28th March, when release was refused.

Estate of Pilipo, deceased.—On petition of the heir at law, the administrator was cited to appear and show cause why the estate had not been administered upon. Heard at Wahiawa March 1, and administrator ordered to file his accounts and make application for his discharge within three months from the date of this hearing.

Estate of H. Fredenberg, deceased.—Petition of administrators for the appointment of appraisers. Heard March 10th, when petition was granted and J. N. Wright appointed.

Estate of H. Fredenberg, deceased:—Petition of administrators for order of sale of real estate. Was heard at Wahiawa, April 12th, when the order was granted.

Estate of Kalaiki, deceased.—Petition of administrator, G. B. Rowell, for order of sale of real estate. Heard at Wahiawa, April 12th, when order was granted.

[COMMUNICATED.]

Heahu ka Nuhou?

"Do not believe his vows, for they are broken,
Not of the eye which their investments show,
But are inspirators of unholy suits,
Breathing like sanctified and pious bawds,
The better to beguile."

MR. EDITOR: Do you ever waste your time over those compound essences of addled vanity which the editor of the *Nuhou*, with such infinite assurance, exhales semi-weekly upon a nauseated, but long-suffering public? Probably not, for your time must be too valuable to be spent in such demoralizing pastimes.

It is generally believed that his aim, his aspiration, and his hope is to get a seat in His Majesty's Cabinet. By an arrogant affectation of virtue, by fulsome flattery of the King, and by violent and slanderous attacks upon the Minister of Foreign Affairs—whose portfolio he evidently covets, and for which, he modestly insinuates that he himself is the only person fitted in the Kingdom—he thinks to get his foot into the Government, where he will have an opportunity to repeat on a larger scale the history of the Lanai imbursement.

The egotistic "Shepherd" should not forget, when he speaks of those who "have become monarchists for money," that the people of Honolulu, aye, and of Salt Lake City, too, can recall instances where men have become worse than monarchists for money. Let him beware how he usurps the power of Aladdin, for there are other rings which may be rubbed besides the ring of "All Saints." Are there not scores of poor natives scattered throughout the land, whilom Mormons, who can tell with indignation of a Latter-day Saint's ring, whose genius, by the promulgation of frightful prophecies of fire and flood, of awful pestilence, and islands submerged, induced them to flock by hundreds to his domain? Can they not tell of human beings *harnessed like cattle to the plow?* Can they not tell of a life of hardship and toil, of a meager diet, of contributions levied for church purposes and devoted to personal aggrandizement? Can they not tell of sheep's ears mutilated by

"Ways that are dark,
And tricks that are vain?"

And yet our "Shepherd" can blandly say "it has not at least come *our* turn to make anything out of this small but interesting people." What he has already made out of them doubtless appears in his vision as nothing, compared with what he intends to make.

There are, here and there on the face of this broad earth, men and women who can tell of an Immigration Ring, whose champion told soft tales of a land flowing with milk and honey; of a mid-ocean Paradise, where competency and wealth were to be easily acquired. And they can tell, too, of heartless neglect, of promises broken, of contemptuous apathy, of hardships endured, and of semi-starvation.

It was certainly a mysterious dispensation of that Providence of which the "Shepherd" speaks so sneeringly, when his boat foundered in the Lanai channel, that he should have been provided with so thrifty a head of hair. But he who was born to be—well, let us say, transferred to Heaven alive—cannot be drowned.

Oh! rash "Shepherd," the "sacred soil of Lanai," where thou art appreciated, sighs for thee; where thine innocent sheep, who know nothing of the past, and care not for the future, will object not to being fleeced by thee. Return to the lovely mountain valley of Palawai, and to those frail ones who sometimes even lose their hats in their frantic attempts to give thee proofs of their affection. Oh! listen to those pathetic appeals, and seek "the poor land that loves you." Return, and inflict upon this community no more of your clownish jokes, or those execrable puns, but leave to the school-boys the task of perpetuating grammatical atrocities; there is hope of improvement for them, but none for you. Flee from a derisive public who read thy buffooneries only to laugh at them, and we will try to forgive and forget you.

NUKAHIKO.

House for Sale at Auction.

The Hon. D. McBryde, Circuit Judge of the Fourth Judicial Circuit of the Hawaiian Islands, having this 12th day of April, 1873, issued an order to the Administrators of the Estate of the late Hiram Fredenburg, of Koloa, Island of Kauai, authorizing the sale of certain Real Estate, belonging to said Hiram Fredenburg, deceased. Now, be it known that we the undersigned will sell at public auction, at 12 o'clock,

On Saturday, 24th day of May next,

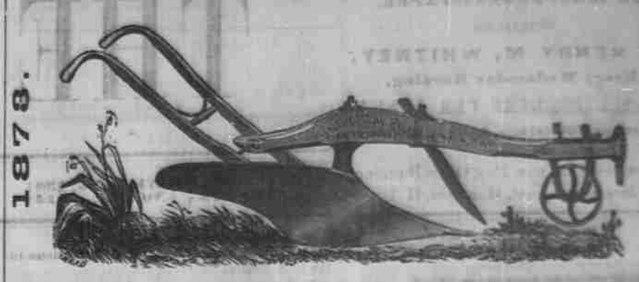
On the Premises,

1 New Cottage House, and 1 Cook House,

Situated on the land occupied by W. H. Wright, in Koloa, Island of Kauai, said buildings to be removed by purchaser.

PAUL ISENBURG,
W. H. WRIGHT,
430-3t Administrators.

HARDWARE! HARDWARE!



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AGRICULTURAL IMPLEMENTS.

A GREAT ASSORTMENT OF HOLLOW-WARE!

Viz: Sauce Pans, Fry Pans, Tea Kettles, Iron Pots and Furnace Boilers,

Galvanized Iron Tubs from 14 to 30 inches;

Galvanized Iron Buckets, 10, 11, 12, 13 inches,

Guns, Rifles, Pistols, Caps, Catridges, Powder, Shot and Bells.

Seine Twine and Wrapping Twine, Fish Hooks and Fish Lines.

KEROSENE LAMPS AND CHANDELIERS!

Downer's and Devoe's best Kerosene Oil,

DIRECT FROM THEIR FACTORIES, EXPECTED SOON TO ARRIVE.

Dealers desiring to purchase the *GENUINE ARTICLE* at a Low Figure, will forward their orders immediately.

We would also call the attention of Local and Country Dealers to our fresh stock of

HUBBUCK'S BEST PAINTS AND OILS!

Just Received, the Largest and Best Assortment in the Market.

Brushes of every kind and quality.

Byam's 8 Card Matches, on hand and to Arrive

PURE MANILA AND NEW ZEALAND CORDAGE,

Bits, Bridles and Spurs, Mule Collars and Hames,

Ox Chains, Trace Chains, Topsail Chains,

Bar Steel and Iron, Wrought Nails,

Cut and Wrought Spikes.

Now is the Time to Buy Goods at 30 per cent. below their Real Value, at the

Concrete Block, Nos. 95 and 97 King Street, Honolulu.

37 **DILLINGHAM & CO.**

NEW ADVERTISEMENTS.

BUFFUM'S HALL!

—ON—

Saturday Even'g, April 19.

ELOCUTIONARY ENTERTAINMENT!

Mr. HENRY CLAY DEMOREST,

Son of Mme. DEMOREST, of New York,

HAVING arrived in Honolulu by the Steamer Dakota, and being detained here, will give another

ELOCUTIONARY ENTERTAINMENT!

☞ See Programmes.

Tickets of Admission,

Front Seats.....$1.00 | Back Seats.....50 Cents

Doors open at 7½ P. M. Entertainment to commence at 8.

Reserved Seats may be secured, without extra charge, at Thrum's News Depot. 13

TIME TABLE

OF THE

Steamer "Kilauea."

April 16th	Circuit of Kauai, leaving at 3 P. M.
April 21st	Kona
April 28th	Circuit of Hawaii
May 5th	Kona
May 12th	Circuit of Hawaii
May 22d	Nawiliwili
May 26th	Circuit of Hawaii
June 2d	Kona
June 9th	Kona
June 18th	Circuit of Kauai
June 23d	Circuit of Hawaii
June 30th	Kona

The Steamer will not make a trip to windward the third week in May, having to repair machinery.

No credit will be given for passage money. Tickets can only be secured at the Office. Not responsible for any freight or packages, unless receipted for.

430 SAM'L G. WILDER, Agent.

California, New Zealand and Australia Mail Steamship Company.

For San Francisco.

The Steamship Nebraska

I. HARDING, Commander,

Will Leave Shortly after Arrival from New Zealand.

On or about May 1st.

For Freight and Passage, apply to

430 H. HACKFELD & CO., Agents.

For Sydney Direct!

THE AMERICAN

BARK 'EDWIN,'

COLBY, Master,

Will be laid on for the above port to sail in about two weeks if sufficient inducements offer. **Freight $12 per ton.** Apply to

430-1m C. BREWER & CO.

SCHOONER 'MARY ELLEN.'

REGULAR PACKET for Waihee and Maalaea. For freight or passage apply to

430-3m WALKER & ALLEN.

Hanalei Packet.

SCHOONER FAIRY QUEEN

WILL RUN REGULARLY TO THE above port. For freight or passage apply to

430-3m WALKER & ALLEN.

VOLCANO HOUSE.

Crater of Kilauea, Hawaii.

This establishment is now open for the reception of visitors to the Volcano, who may rely on finding comfortable rooms, a good table, and prompt attendance. Experienced guides for the crater always on hand.

☞ Steam and Sulphur baths. Horses groomed and stabled if desired. **Charges Reasonable!** 430-1y

WILDER & CO.,

Successors to Dowsett & Co., Corner Fort and Queen streets,

Lumber, Paints, Oil, Nails, Salt and Building Materials, of every kind.

(430-1y)

LEGAL NOTICES.

SUPREME COURT OF THE HAWAIIAN ISLANDS, In Probate.—Island of Oahu, Hawaiian Islands, ss. In the matter of the Estate of JEAN DARGASHA, late of Honolulu, Oahu, deceased. Order appointing Time for Probate of Will and directing Publication of Notice of the same.

A document, purporting to be the last Will and Testament of Jean Dargasha, deceased, having on the 12th day of April, A. D. 1873, been presented to said Probate Court, and a petition for the probate thereof, and for the issuance of Letters Testamentary to F. A. Schaefer, having been filed by the said Schaefer:

It is hereby ordered, that THURSDAY, the 1st day of May, A. D. 1873, at 10 o'clock, A. M., of said day, at the Court Room of said Court, at the Court House in the city of Honolulu, be, and the same is, hereby appointed the time for proving said will and hearing said application, when and where any person interested may appear and contest the said Will, and the granting of Letters Testamentary.

It is further ordered, that notice thereof be given by publication, for three successive weeks, in the *Hawaiian Gazette*, a newspaper printed and published in Honolulu.

And it is further ordered, that citations be issued to the subscribing witnesses to said Will, and to the heirs of the testator in France, by notice hereof to the French Consul to appear and contest the probate of said will, at the time appointed.

Dated Honolulu, H. I., April 12th, 1873.

A. S. HARTWELL,
Justice of the Supreme Court.

JOHN E. BANNERS, Dep. Clerk Sup. Court. 430-3t

IN THE MATTER OF THE ESTATE OF AFO (Puka), late of Hilo, Hawaii, deceased. Circuit Court at Chambers, Third Judicial District, Hawaiian Isl