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Namely—Crushed Sugar, Loaf Sugar,
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Namely—Norwegian Ale, Rey Brand,
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And a Variety of Other Articles

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Saloon Pilot Bread,

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Hawaiian Bark "R. C. Wylie,"

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Pink Pad Prints, Fancy Prints,
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Turkey Red Cotton, Assortment White Cottons,
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Heavy Blue Denims, Hickory Stripes,
Blue and White Tickings,
Blue Twilled Saxony Flannel, Black Cobourgs,
Black Silk Alpacas, Waterproof Tweeds,
Linen Sheeting, Cotton Sheeting,
Woolen Blankets, Brown Cotton Socks,
Ladies' White Stockings, Mosquito Netting,
Victoria Lawns, Linen Handkerchiefs,
Silk Handkerchiefs, Cotton Huck, Towels,
Black and Fancy Silk Neckties,
Black and colored French Merinoes,
Lace Shawls, Linen and Cotton Thread,
Patent Thread on cards.

Fine Cloths and Cashmeres for Coats and Pants,
Fine Black French Serge,
Bedford Cord, Twilled Silesias,
Twilled Cambric, heavy Canvas for Lining,

Assortment of Burlaps, Sail Twine.

Fine Assortment of Clothing.

English Saddles, French Calfskins.

Lubin's Extracts, Eau de Cologne,
Macassar Oil, Fancy Soaps,
Black Jet and Fancy Ornaments,
Necklaces, Crosses, &c., India Rubber Balls.

Fine Scissors, Common Scissors, Sheep Shears,
Pen and Pocket Knives,
Coco Handled Butcher Knives,
Charcoal Box Irons, Tinned Lanterns,
Galvanized Iron Washing Tubs,
Galv. Iron Buckets, Galv. Iron Pipe, ½ to 1½ in.
Saucepans, Spurs, Hoop Iron, Rivets,
Yellow Metal Sheathing, Composition Nails.

Toilet Mirrors, Feather Dusters,
Harmonicas, Accordeons, Gold Borders.

Gun Powder, Market Baskets,
Wrapping Paper, Nuremberg Toys,
Tumblers, Palm Oil, Caustic Soda,
Portland Cement, Flagg Stones, Slates,
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Hubbuck's Linseed Oil,
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Black and Green Paints, Red Lead.

A full assortment of German, French and English Groceries,
Liebig's Extract of Meat, Candles.

Castor Oil, Epsom Salts,
Tar and Pitch, Cordage, Corks,
Empty Petroleum Tierces,
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Assorted Clarets, Rhine Wine,
Bouttelleau's Cognac, 1 to 4 diamonds,
German Ale, quarts and pints;
Jeffrey's Ale, do. do.
Jeffrey's Stout, do. do.
Lager Beer, do. do.
Bavarian Beer, do. do.
Genuine Holland's Gin,
Alcohol in 1 gallon demijohns.

Havana and German Cigars!

A Few Regulator Clocks.

A SMALL INVOICE OF HEAVY GOLD WATCH CHAINS,

Etc., Etc., Etc., Etc., Etc., Etc.

The Trade are invited to inspect these New Goods, which are now being Opened at Our Store.

H. HACKFELD & CO.

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Notice.

ALL REAL ESTATE OF HIS LATE MAJESTY LUNALILO having come under my charge, all persons holding leases about to expire of lands of said Estate, are hereby notified to inform me of the same. And all persons in arrears for leases are requested to make immediate payment to me.

CHAS. KANAINA.

Honolulu, Aug. 14, 1874.

Ice Notice.

MY AGREEMENT HERETOFORE EXISTING with W. M. Wallace, for delivering Ice and Collecting Bills, is cancelled by mutual consent.

Hereafter Ice will be sold by the Cake: Half Cake and Quarter Cake, frozen in tins of same dimensions as formerly. The price will be for Whole Cakes, One Dollar; for Half Cakes, Fifty Cents; and for Quarter Cakes, Twenty-five Cents.

The Ice Wagon will leave the Factory at 8½ A. M. and 2½ P. M., under charge of Mr. GEORGE MARTIN, who is authorized by me to collect weekly bills every Tuesday.

☞ Orders left with the driver, or at the Factory, will be attended to.

DAVID SMITH,
Proprietor.

Notice.

FROM AND AFTER THIS DATE MR. CHARLES HUSTACE is authorized to sign the name of our Firm per procuration.

BOLLES & CO.

Honolulu, August 28, 1874.

Notice.

THE UNDERSIGNED, FROM AND AFTER this date, forbids all parties from trusting any one in his name without his written order.

CHARLES KANAINA.

Gold Pen or Pocket Knife!

A LARGE VARIETY, AND TO BE HAD AT the Book and News Depot of

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HAWAIIAN GAZETTE

Supreme Court.

James Makee and Emily E. M. Peck, Administrators of Sherman Peck, deceased, vs. John O. Dominis and Charles R. Bishop, Administrators of the Estate of Kamehameha V., deceased, and others.

This is a submission under the provisions of the Civil Code. The facts in this case are substantially as follows:

On the 25th September, 1869, a co-partnership was formed by John O. Dominis, acting for His Majesty Kamehameha V, Ferdinand W. Hutchison, James Makee and Z. S. Spalding, under the firm name of the West Maui Sugar Association, for the manufacture of Sugar at Lahaina, with paid up capital of $40,000, in equal shares of $10,000, said co-partnership to expire by limitation July 1, 1878.

That said business was thus carried on until the first day of March, 1872, when James Makee, by deed of that date, in consideration of $15,000, conveyed to Parker N. Makee all the one quarter interest of the said James Makee in all the property owned by him in the West Maui Sugar Association, and also his own quarter interest in the capital stock and effects thereof. That at that date the co-partnership was indebted to C. Brewer & Co., $31,077.03 and interest, and the value of sugar in their hands estimated at $6,425.40. That about the same time His Majesty Kamehameha V, purchased the one quarter share of Z. S. Spalding in the said co-partnership property, stock and effects. That the business continued to be carried on under the articles aforesaid, except that His Majesty Kamehameha V, was entitled to one half share in the co-partnership until the 9th September, 1872, when new articles of co-partnership were entered into between John O. Dominis, acting for His Majesty, and F. W. Hutchison and the said Parker N. Makee, whereby they associated themselves together under the same firm name and for the same business objects. That the capital stock, all paid up, was $40,000 in four equal shares of $10,000 each. His Majesty holding two shares, and F. W. Hutchison and Parker N. Makee one share each.

That the property of the co-partnership embraced all the real estate in fee, and all the leasehold estate in Lahaina, with buildings, improvements and crops thereon, including all the property that formerly belonged to or was possessed by the West Maui Sugar Association or their agents, said co-partnership to continue for five years, unless sooner dissolved by mutual consent. That said Parker N. Makee was appointed managing agent at Lahaina, and continued to act as such up to and until the sale of the whole co-partnership property on the 6th July, 1874.

That on the 30th June, 1873, Parker N. Makee and wife executed a mortgage of all his undivided one quarter interest or share in said association and the capital stock and effects thereof, unto James Makee and Emily E. M. Peck, administrators of Sherman Peck, deceased, to secure the payment of two promissory notes dated the 5th day of February, 1872, made by P. N. Makee in favor of James Makee, and by him endorsed to the administrators aforesaid,—one note for $4,000, payable in two years from date with interest at 9 per cent, payable semi-annually, and the other for $4,500, payable in three years from date, with interest at same rate and payable in same manner. That at the date of the said mortgage the co-partnership was indebted to C. Brewer & Co. in the sum of $47,544.93, with an arrear of interest, and the value of sugar on hand was estimated at $30,440.47. That the said administrators did not give the members of the co-partnership notice of the said mortgage, and in point of fact they had no notice. That His Majesty Kamehameha V. died on the 11th of December, 1872, and administration was granted to Jno. O. Dominis and Chas. R. Bishop, who, with the consent of the heir and the surviving partners, continued to carry on the business, and nothing was done either by the co-partners or the mortgagees aforesaid to dissolve or settle the co-partnership.

That on the 6th day of July, 1874, the members of the West Maui Sugar Association sold all their partnership property to Messrs. Campbell & Turton of Lahaina for $38,000, and thus put an end to the co-partnership. That at the time of the sale the co-partnership was indebted to C. Brewer & Co. in the sum of $53,264.44 exclusive of sugar on hand and abroad, estimated at $28,950, or thereabouts, and they are the principal creditors of the firm.

The plaintiffs claim that they are entitled by virtue of said mortgage to a priority in the partnership assets, and that they are entitled to be paid in full, while the defendants insist that the assets should be first applied to the payment of the debts and liabilities of the partnership, and that the plaintiffs can only claim the said quarter share of said Parker N. Makee in the surplus (if any) of such assets.

It appears by the submission that the whole property was purchased by the partnership funds; that the business of the association was not disturbed by any changes which were made in the firm; so that when James Makee sold his interest to Parker N. Makee, the former retired and the latter became a member of the firm, and the business was conducted as before, there being no settlement of the affairs of the firm at that time.

It is a settled principal of law that partnership property belongs to the partnership, and one partner has no interest in it, except his share of what remains, after all the partnership debts are paid; hence a creditor of one of the partners can not claim any interest but what belongs to the debtor, and that is in the surplus, after the debts of the partnership are paid. "Until the affairs of the co-partnership are wound up and settled, the claim of a partner is, strictly speaking, merely equitable, for until then, no action can in general be maintained at law, by one partner against the other, for a portion of the profit, or to enforce contribution to pay any loss." Pierce vs. Jackson, 6 Mass. 243. Note and authorities there cited.

Chief Justice Shaw, in the case of Dyer vs. Clark, administrator, and others, 5 Met., 562, declares in substance, "that real estate purchased by partners, out of partnership funds, to be used and applied to partnership purposes, and considered and treated by the partners as part of the partnership stock, is to be deemed, so far as the legal title is concerned, as estate held in common, and not in joint tenancy; but as to the beneficial interest, it is considered, in equity, as affected with a trust for the partnership until the accounts are settled and the debts of the firm are paid."

It is correctly stated by the counsel for the plaintiffs that a partnership is necessarily dissolved by operation of law, on the death or retirement of a member. When Jas. Makee sold on the first day of March, 1872, to Parker N. Makee, he became part owner and manager and virtually a member of the firm, although the articles of partnership were not executed till Sept. 9th thereafter, and there was due from the old firm at that time on the 1st of March, 1872, succeeding the 5th of February when the sale was made, a balance to C. Brewer & Co. of $24,651.63, for which James Makee was liable for his proportion; but it would appear that the business went on as before, as if no change in the partnership had been made, that is, there was no winding up of the business, so that on the 30th of June, 1873, there was a balance due of $17,104.46, and on July 6, 1874, at the time of the sale of the entire property of the association, there was a balance due of $24,314.44; so that it may be legitimately inferred that the debts existing against the firm of which James Makee was a member were cancelled, and new debts incurred by the new firm, and for which they were responsible. It does not appear by the submission that there was any specific agreement in relation to the liability for the old debt, when James Makee retired from the firm.

It appears by the submission that when Parker N. Makee mortgaged the estate to James Makee, on the 30th of June, 1873, the Sugar Association was indebted to C. Brewer & Co. in the sum of $47,544.93, with an arrear of interest and value of sugar on hand, estimated at $30,440.87. It is very clear from the principle already laid down, that Brewer & Co. had a priority of claim over the mortgagee of the individual interest; and the next question is, does the mortgage take effect after this balance is paid and new debts have arisen against the firm? It is agreed that the plaintiffs did not give the members of the association notice of the said mortgage, and that they had no notice. It is very clear then that any agreement, whether by mortgage or otherwise, made without the knowledge and the consent of the other parties, ought not to prejudice their rights.

James Makee, when he retired from the firm, permitted the business to go on as before, so that the debt against the firm while he was a member of the firm was paid, and now he can not come in and claim to divert the funds of the firm from the partnership creditors to pay an individual debt. Had the partnership been brought to a close the debts of the firm would have been paid, and the surplus divided among the partners, of which the said James Makee would have been entitled to one quarter; but this was not done, and it is very evident from the history of the whole transaction that he had no such intention; but on the contrary, he aided in perpetuating the partnership by postponing payment of his notes for some two or three years from date.

It is contended that there was a dissolution of partnership on the death of Kamehameha V., one of the partners, and the administrators and his heir and partners could then have compelled a settlement of the estate, and this is true doctrine; but the administrators agreed with the surviving partners that they would carry on the estate as before, and continued to do so, and thus incurred the liability of partners. Whether the estate would be responsible for any loss, or the administrators, it is not necessary to decide in this case. It was while the business was being conducted by these parties, that Parker N. Makee executed a mortgage to the plaintiffs to secure notes payable on two and three years from date, given to the said James Makee. He took the mortgage subject to the existing state of the partnership. It would appear that by giving so long an extension, he fully acquiesced that the business should be conducted on the same principles as it had been previously to his receiving a mortgage, which bears date June 30th, 1873, to secure notes given Feb. 5th, 1872. And now, when the partners have concluded to wind up the affairs of the association, he can not come in and put himself in any better position than he was in before.

When James Makee sold, if the purchaser had dissolved the partnership, instead of forming a new one, he could have only held his interest in the surplus, after the partnership debts were paid, and the vendor as mortgagee cannot stand in any better condition.

Chief Justice Parker, in the case of Lanzing vs. Bowen, 11 N. H. R. 407, says, that the mortgagee, having permitted the mortgagor to continue the business, could only be entitled to such surplus as might remain after the payment of the partnership debts; whether contracted before or after the execution of the mortgage, he could stand in no better situation than the mortgagor in this respect.

In view of the whole circumstances of this case, we are of opinion that the partnership property should be applied in the first place to the payment of the partnership debts, and that the plaintiffs can only claim one-quarter part of the assets remaining, by virtue of the mortgage of said Parker N. Makee.

ELISHA H. ALLEN,
Chief Justice Supreme Court.
CHAS. C. HARRIS,
Associate Justice.

A. S. Hartwell, for Plaintiffs.
R. H. Stanley, for Defendants.
October 14, 1874.

POINTS BY A. S. HARTWELL.

I. A co-partnership is necessarily dissolved by operation of law on the death or retirement of a member, or on the coming in of a new member. Story's Part'p, §§195, 321. 1. Pars. Contr., 197. 17 John., 525. 2 Howard, 206. 2 Met., 575. Coll. Part'p, §§ 108, 110, 113, 120, 121.

II. The rights and duties of surviving members of a firm are limited to the winding up of its affairs. And so on any change by which a firm is dissolved by operation of law. 3 Kent, 55, 63. Story's Part'p, §§336, 160, 343. 8 Allen, 287. 1 Pars. Contr., 194, 201, 202.

III. The general rule that firm assets must primarily go to pay firm debts, requires the application of each of the above rules, in order to ascertain the limits of such assets and debts. *Vide supra.*

IV. No real estate mortgage can be decreased in value by the act of the mortgagor or his partners. The value of a mortgage by a partner of his share of partnership property is determined by the value of the mortgagor's share after payment of firm debts from the partnership property, such debts being calculated at the final dissolution of the partnership.

V. "When one creditor may resort to two funds for payment, and another to one only, the latter may compel the former to resort to the fund to which he may exclusively resort." 1 St. Eq. Jur., §§558, 560, 642, 645.

VI. "When a person joins a partnership as a member he does not without a special promise assume the previous debts of the firm, nor is he bound by them. Still less can his creditors be bound. 3 Kent, 36. Story's Part'p, §§147, 153. Coll. Part'p, 329, 339, 539.

VII. "Surviving partners and the representatives of a deceased partner are not partners." 3 Kent, 25.

VIII. "Whatever remains of partnership real estate after the debts of the company have been discharged is held in common, subject to dower, courtesy and partition,"—and of course subject to mortgage liens. 1 Wash. Real Pro'p., 576. 4 Met., 537. 5 Met., 586. 11 Barb., 43. Story's Part'p, §346.

The surviving members with the administrators of the estate of the deceased member had no power to burden the firm property with fresh debts to the injury of private creditors. It is just at this point that the rights of separate mortgage creditors intervene. Their security which may have been satisfactory while Kamehameha V. was a leading partner, was changed by his death, and could not be diminished by these defendants.

It matters nothing that the administrators had no notice in fact of the mortgage. As a valid mortgage it was recorded, and so became legal notice to all the world.

Nor did P. N. Makee on joining the new firm promise to pay the debts of the old, or assume its liabilities. Such express promise alone would make him liable, but he could not do so by virtue of his membership of the firm, to the injury of his private creditors. The firm debts for which he is liable are those of his own firm, dating from September 9, 1872, or at most from March 1, 1873, and ending with the dissolution of that firm December 11, 1872.

Neither the heirs of Kamehameha V. (were they ascertained) nor the administrators of his estate could injuriously affect the mortgage security of private creditors of surviving members; still less could the survivors do so.

The failure of a surviving partner to enforce his right of settlement, or the neglect of the administrators of a deceased partner to observe their duty to do this, cannot injure the plaintiffs. Brewer & Co., in dealing with the survivors on fresh contracts, had legal notice of the incumbrance on the share of P. N. Makee. If private creditors holding securities could thus be postponed through a series of firms and dissolutions of firms, they could be postponed forever. But these mortgage creditors were not forced to foreclose in order to obtain the value of their security, which was the residue after payment of the firm debts of the firm of which P. N. Makee was a member, and no others.

The reason for the rule, that firm property is first devoted to firm debts, is obvious. It is for the protection of those dealing with the firm, and also for the protection of partners against each other. But for this rule, no one would be safe in doing partnership business or in dealing with co-partners. The reason of the rule disappears, however, with its necessity, and that is when the firm is dissolved.

Finally, Brewer & Co., having two funds to look to for the payment of the debts incurred by the original firm, and by the surviving members and others, while the plaintiffs can only look to their security, the former may be required by the latter to exhaust that fund to which they alone can look.

DEFENDANTS' POINTS AND BRIEF.

We respectfully submit that no partner has an exclusive right to any part of the joint stock till balance made. The interest of such partner in the partnership property is his share in the surplus after the partnership accounts are settled, and all just claims satisfied. 5 Kent. Com. side page, 57.

Story, on Partnership, Sec. 97. No one partner has any right or share in the partnership property, except what remains thereof after the full discharge and payment of all debts and liabilities of the partnership; and therefore each partner has a right to have the same applied to the due discharge and payment of all such debts and liabilities, before any one of the partners, or his personal representatives or his individual creditor can claim any right or title thereto.

Morrison vs. Sluggett, 3 New Hamp. 338. In this case, Parker, C. J., sets forth the above principle at length with many authorities, following the history of the principle in Equity and in law.

Lovejoy vs. Bowens, 11 New Hamp. 404. On the authority of the above, (3 New Hamp.,) the Court, Parker, C. J., here briefly and conclusively held, that one partner cannot sell or *mortgage* his individual interest.

That such mortgage, if made, cannot avail against Partnership Creditors.

Whether Creditors before or subsequent to the Mortgage. 1 Hilliard on Mortgages, p. 7. Note. Receivers, &c., vs. Goodwin. 1 Halstead Chy. R. 334, held that the Mortgagee could claim only what remained of the Mortgager's interest after paying of the firm debts.

The case of Peirce vs. Jackson 6 Mass., 242, and confirmed in Allen vs. Wells 22 Pick 450, establishes the principle, that partnership funds are to be first applied to partnership debts. And it is well established both in England and the United States, that a partner's interest in funds, is his share of the surplus, after the debts of the firm are paid and a final balance ascertained, and that each partner has a lien on the funds for his share of the surplus, as well as for his indemnity against the joint debts. Collyer on Part 65.

Harvey vs. Crickett 5 M. and S. 336 Harris vs. Carr 1 Summer 173. 2 Story on Eq. Juris. Sec. 1243.

The undivided Fourth Share of the Plantation was indebted and liable for one-quarter of the Plantation debt at the date of the mortgage (say June 30, 1873,) and continued liable for the debts of the co-partnership until the sale and closing up of the co-partnership on the 6th of July, 1874. The Mortgagor being owner of one-quarter share of the co-partnership property, cannot remove the liability of his one quarter share towards the payment of the co-partnership debts, and make his private debt a secured claim in preference to the prior partnership debts.

In respect to the Real Estate belonging to the Partnership: Each partner requires, both at law and Equity, to join in every conveyance of Partnership Real Estate. A deed by one partner conveys only his own interest. Story on Part. Sec. 94 & Notes.

So far as partners and their creditors are concerned, Real Estate belonging to the partnership is treated as personality and governed by the same doctrines. I bid. Sec. 94.

If Real Estate acquired with partnership funds and held by partners in common, may be conveyed or charged by one partner on his private account to the extent of his legal title, it is only were the purchaser or mortgagee deals *bona fide*, and *without notice* of partnership. 3 Kent. p. 38.

Hoxie vs. Carr. 1 Sumner 173. Story J. In a Court of Equity it is impossible not to treat Real Estate as partnership property and distributable among Creditors.

Burnside vs. Merrick, 4, Metcalf 451. Prevailing judicial opinion now is, that Real Estate purchased by partners with partnership funds, for partnership purposes, though at law held as tenants in common, yet in Equity is considered as held in trust as part of the partnership property applicable in first place exclusively to pay partnership debts.

1 Leading Cases in Equity, top page 230.

It is clearly settled that where Real Estate is purchased with partnership capital for the purpose of partnership trade, it will, in the absence of express agreement, be considered as absolutely converted into personality. See also Deyer vs. Clark. 1 Am. Leading Cases, top page, 487.

The English Courts of Equity hold that the Real Estate of the firm, purchased for partnership use and account, and out of partnership funds, is subject to the same rules as other partnership property; they give the broadest extension to the rule which first applies partnership property to partnership debts.

We submit that the law gives the Creditors of the firm a priority claim to the partnership effects; if so, then the Mortgagee of an interest of one of the partners to secure a private debt cannot take precedence of a partnership debt, but must come out of the surplus (if any) after settling the claims of Creditors against the partnership. It being held that such mortgages cannot avail against Partnership Creditors —*whether creditors before or subsequent to the mortgage.* See Lovejoy vs. Bowens, 11 New Hampshire R. 404.

Respectfully Submitted,

Beauty of Kew Gardens.

We have, says the Baltimore *Gazette*, natural beauties of land and water in America which are unsurpassed. But the cultivated landscapes, flowers and fruits of a long period of growth and improvement we cannot hope for years to have. We have our parks, but we cannot have Versailles nor can we have Kew Gardens to the west of London. These last are not the most striking evidence of what care and cultivation can accomplish. They have been under cultivation for two hundred years. It has the most famous Botanic Garden in Europe. It comprises eight hundred acres. The turf is old and green as only English velvety lawns can be. Here are oaks, centuries old, Turkish oaks from South Europe, Cork oaks from Spain. The cedars of Lebanon planted in 1700 have all perished, but the palms, magnolias and olives are magnificent, and the orangery unequaled. The herbarium, the mosses and lichens are peculiarly fine, but the hot houses are a marvel. Here cotton, cloves, ginger plants, India rubber, and nutmeg trees and other economic plants abound. To the north is the water lily house, with papyrus water lettuce, the sacred lotus of Egypt, the telegraph plant of India (named from the signal motion of the leaves), the lanestum plant and the rice plant. The palm conservatory near by is to the public the central sun of the gardens. It measures 362 by 100 feet, and its numberless palms are labelled with class, order and name; palms yielding ivory, sago, water, milk and wine. There are screw pines, with their buttressing roots; bamboos vulgaris, growing eighteen inches a day. Australian lilies, with flower stems twenty feet high; upas trees, harmless unless punctured so that the sap flows freely. The trees are getting too big for the house, and they or its roof, sixty-six feet high must soon be sacrificed. From the palm house radiate vistas lined with deciduous trees, those of the Old World facing those of the new. Australian foreign trees, gum trees, including the celebrated *eucalyptus globulus* or "fever tree," acacias, and pines, and trees from New Zealand, pines and palms, are also here.

Independent Order of Good Templars in Scotland.

From the report presented to the fifth annual session of the Grand Lodge of Scotland, the Rev. Geo. Gladstone, Govan, Worthy Grand Chief Templar, presiding, it appears that there had been a steady increase in the membership; 150 ministers of the gospel had joined the order in Scotland, and the legal and medical professions, the Magistracy, Town Councils, and School Boards had contributed a fair proportion to the numerical strength of the order. The Grand Secretary—Mr. Wm. W. Trumbull, Edinburg—reported 796 lodges in Scotland, with a good standing membership of 58,973. The Grand Treasurer, Mr. James Colquhoun, writer, Glasgow, reported that the income of the Grand Lodge for the nine months ending 30th April, 1874, as £3,083 11s 1½d, and the expenditure as £2,809 0s 9½d, showing a balance at credit of £263 19s 7d. The General Superintendent of juvenile lodges, Rev. John Kay, Costbridge, reported that this new section of the order was being rapidly organized and satisfactorily consolidated, there being 248 lodges, and about 14,000 members. Mr. Robert Beveridge, writer, Ayr, reported the entire membership of the the I.O.G.T. as 651,555, being an increase of 135,585 in the course of the year. The working lodges of the order numbered 11,049, in 56 grand lodge jurisdictions, located in the United States, the Canadian Dominion, Great Britain and Ireland, our Australian Colonies, and outlying lodges in Belgium, France, Germany, Mediterranean Isles, Norway, Holland, Portugal, East and West Indies, China, Japan, Malacca Straits, New Zealand, and the Sandwich Islands. The Grand Worthy officers were thereafter elected and installed into office, including Chief Templar, Rev. George Gladstone, Govan; Councillor, John Sutherland, Edinburgh; Vice Templar, Mrs. Parker, Tayport; Secretary, Wm. W. Trumbull, Edinburg; Treasurer, James Downie, Glasgow; Chaplain, T. C. Wilson, Dunkeld.—*Edinburg paper.*

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Home.

I never saw a garment too fine for a man or maid; there never was a chair too good for a cobbler, or cooper, or king to sit in; never a house too fine to shelter a human head. These elements about us, the gorgeous sky, the imperial sun, are not too good for the human race. Elegance fits man. But do we not value these tools of housekeeping a little more than they are worth, and sometimes mortgage a house for the mahogany we would bring into it. I had rather eat my dinner off the head of a barrel, or dress after the fashion of John the Baptist in the wilderness, or sit on a block all my life, than consume all myself before I get to a home, and take so much pains with the outside that the inside was as hollow as an empty nut. Beauty is a great thing, but beauty of garments, house and furniture is a very tawdry ornament compared with domestic love. All the elegance in the world would not make a home, and I would give more for a spoonful of real hearty love than for whole ship-loads of furniture and all the gorgeousness that all the upholsterers of the world could gather together.—*Thos. Parker.*

A Grasshopper Deluge.

People have complained of late of the infrequency of showers, says the *Denver News*, but there was a shower in the Clear Creek Valley the other day that would have made them complain on the other side of their mouths. The inhabitants of Boyd's bridge suddenly noticed a peculiarly black and threatening cloud overhanging the valley, but before they had time to take observations of the same, *a la* the Wheeler and Hayden expeditions, the rains descended and the floods came in the form of 1,000,000 grasshoppers (at least that was all our reporter counted), which immediately set to work and began eating all the corn and other crops within a radius of half a mile. A particularly fine field of lettuce, belonging to Mr. Perrin, was almost entirely destroyed. At the same time, some ten hundred thousand billions were counted by our reporter flying southward, the wind being from the north. An adverse current of air is supposed to have caused the descent of those on the ground.

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NEW FAMILY SILENT SEWING MACHINE,

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A MOSKEAG DENIMS, AMERICAN PRINTS
Pearl River Denims, newest styles.
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GROCERIES.

Pure Cider Vinegar, Qr bbls Clear Pork,
Pepper Sauce, Kingsford's Corn Starch,
Bags Black Pepper, Kits No. 1 Mackerel,
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Genuine Parker House Soups.

Green Peas,
Salt Water Soap, Sisson's Family Soap, 50 lb box

PROVISIONS AND NAVAL STORES.

Barrels Mess Pork,
Casks New Bedford Pilot Bread,
Barrels Southern Pitch,
Barrels Southern Tar,
Barrels No 1 Rosin

COAL.

288 Tons Steam Coal,
Casks Cumberland Coal.

SHIP CHANDLERY,

230-feet Centre Board Whale Boats,
New Bedford Oil Shooks,
New Bedford Cordage, 1¾ to 8½ inch,
New Bedford Whale Line,
Copper Paint, 1, ½ gal containers,
Damar Varnish,
Ravens Duck,
Lawrence Cotton Duck, No. 2 to 8,

A Choice Lot of Ash Oars, 10 to 22 feet

HARDWARE,

Charcoal Irons, May Cutters, Nos. 1, 2, 3,
Hunt's Axe Hatchets, Wicking,

213 Kegs Cut Nails, Asst. Sizes—No Sizes,

Centrifugal Lining,
Bars Refined American Iron, Assorted Sizes,
Swedish Iron, Norway Shapes.

WOODEN WARE,

3-Hoop Pails, 2 Refrigerators,
Wood Seat Chairs, 50 doz Axe Handles,
Zinc Wash Boards, 10 doz Birch Brooms
Vermont Ox Bows, 1½, 2 inch,

100 Cases Card Matches.

LUMBER,

A Selected Assortment of Ash Plank,
White Pine, 1, 1¼, 1½, 2 inches,
Black Walnut, 1, 2, 3 inches,
Cedar Boxe Boards,
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Yellow Metal, Composition Nails,

—AND—

Leather Belting, Paper Bags,
Children's Perambulators,
2 American Side Spring Carryalls,
Curled Hair, Rubber Packing,
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500 CASES

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Japanese Umbrellas, Assorted Silk,
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Straw Slippers, Clothes Baskets,
Flower Pots, Wrapping Paper,
Dried Ligee, Dried Dates,
Gold & Silver Jewelry,
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