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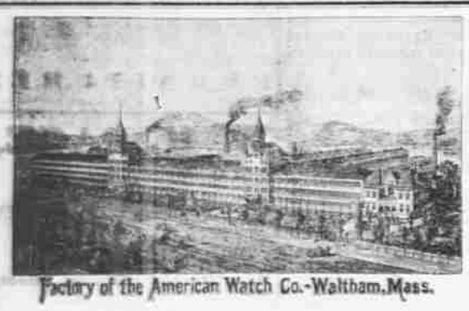

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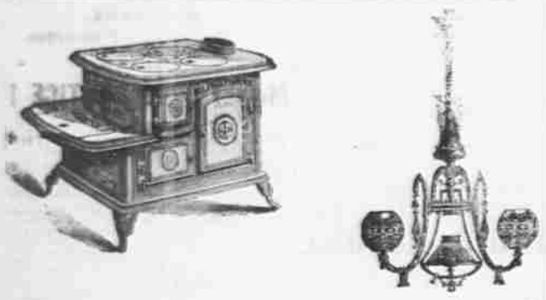

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Hawaiian Gazette.

WEDNESDAY, JANUARY 16, 1884.

Supreme Court of the Hawaiian Islands—In Banco—Special Term. Dec. 20, 1883.

E. B. THOMAS, RESPONDENT VS. THE TRUSTEES OF THE LUNALILO ESTATE, APPELLANT.

Before Judd, C. J., McCully and Austin, J. J.

OPINION OF THE COURT, BY AUSTIN, J.

This is an appeal from an award entered up as a judgment on the Court in favor of the plaintiff.

The appellant claims that the item of $2500 for extra work in cutting stone was not submitted to the arbitrators by the agreement to arbitrate, and that the contract which was attached to that agreement showed that the extra work must be specified in writing or it could not be charged for, and that a mistake of fact was also made in not charging plaintiff $5 a day for time beyond the contract time for completing the contract. And claims that in allowing the $2500 item, the arbitrators made a clear mistake of law, and a mistake of fact in disallowing the other item; and that for these reasons the award is void and the judgment must be set aside.

In examining the agreement to arbitrate it appears that the item of $2500 was submitted specifically to the arbitrators, and on reading the testimony, that the parties testified fully about it.

The arbitrators must have thought upon the evidence that there was a substantial waiver of the requirement to specify the extra work in writing, which was binding in law. We are not prepared to say but that they were right in so finding. They certainly had a right to proceed to see whether the item could or ought to be allowed.

Upon the item of extra time at $5 a day taken to complete the work the arbitrators must have found that the circumstances showed a waiver of the clause providing a day for completion. The evidence seems to show such a waiver.

The award seems to have been made in accordance with the terms of the submission, and it appears that it was not made by collusion or fraud, nor is this claimed by the defendant.

By numerous cases "it is well settled that the award, if made in good faith is conclusive upon the parties, and that neither of them can be permitted to prove that the arbitrators decided wrong either as to the law or the facts of the case."

Winship vs. Jewett, 1 Barb., Ch. Rpts. 173, 181; Jackson vs. Ambler, 14 John Rpts., 105; Mitchell vs. Bush, 7 Cow Rpts., 185; Perreman vs. Steggal, 9 Bing, 681; Lancaster vs. Kennington, 4 Ad. and Ellis 347 S. p.

The defendant's counsel further claims that the clause allowing an appeal in the agreement to arbitrate, and allowing the appellate Court to fix the costs in case of appeal takes the case out of the Statute. We think not. The appeal referred to is the one mentioned in the Statute, Sec. 930, and under Sec. 933, the arbitrators have properly provided for the costs of arbitration.

The judgment must be affirmed.

E. Preston and J. Russel, for plaintiff; S. R. Dole and W. O. Smith, for defendants.

Honolulu, January 7th, 1884.

Supreme Court of the Hawaiian Islands.—In Equity.—Special Term. Dec. 20, 1883.

KALAEOKEKOI VS. KAHELE, ET AL.

Before Judd, C. J., McCully and Austin, J. J.

OPINION OF THE COURT, BY MCCULLY, J.

On appeal from the decision of the Chancellor dismissing the Bill.

The Bill sets forth that a Land Commission Award was made March 25th, 1851, to Kalaeokekoi (ancestor of the plaintiff) and his heirs for certain parcels of land at Kanakeki in Honolulu, that on the 6th of June, 1855, a Royal Patent for the said awarded lands was issued to Kalaeokekoi, his heirs and assigns—that at some time unknown to the plaintiff, but believed by him to be on or after the said 6th of June, 1855, a Royal Patent for the same lands was issued to a person believed by the plaintiff to be one Kalakini now deceased to "Kalaeokekoi for Kalakini." That the plaintiff believes that the last mentioned Patent was obtained by Kalakini without right through fraud. That the plaintiff is entitled to this land by descent from Kalaeokekoi 1st deceased intestate but that the defendants are in possession, claiming through the said Kalakini by virtue of the last mentioned Royal Patent. And by amendment after demurrer, that his mother, heir at law of Kalaeokekoi 1st., was in possession from his death to her own death in 1869. And that while he knew of the wrongful possession of the defendant, he was then and for a long time afterwards too poor to bring suit. The Bill prays that the second mentioned Royal Patent may be surrendered, ordered to be cancelled by the Court and that defendants be enjoined from using the same as a defense in actions to recover the said land.

The answer denies on information and belief that a Patent was issued to Kalaeokekoi and his heirs but avers that it was issued to Kalaeokekoi for Kalakini—denies fraud or mistake and avers that at the date of the issue thereof, Kalakini was in possession and has held by herself and her heirs, the defendants, till now.

By the Court.

The subject matter of the Bill is the Royal Patent which it is prayed be cancelled, and to that instrument in comparison with the record in the Land Office and the copy from that record produced by petitioner, we have given much examination. The course of business in the Land Office has been to make a copy in a folio-register of each Royal Patent before delivery. The one original document is the Patent, signed by the King, countersigned by the Minister and impressed with the great Seal. A certified copy from the register can be obtained by any person on payment of the prescribed fee.

The portions of the two Patents which it is necessary to comment on are as follows: The words in italics are erased from the register and the words which follow in brackets have been written over the erasures, the petitioners copy conforming to the altered register.

No. 1985, Royal Patent upon confirmation of the Land Commission. Whereas the Board of Commissioners to Quiet Land Titles have by their decision awarded unto Kalaeokekoi for *Kalakini* [for his heirs] Land claim 6245, No. 1, an estate of freehold less than allodial, in and to the land hereinafter described and whereas, the said (the words "the said" erased over but not erased in the register, and are omitted in the petitioners copy) Kalakini has commuted the title as awarded for a fee simple title, by the payment of the sum of three hundred and forty dollars into the Treasury. Therefore, Kamehameha, King, etc., etc., has this day granted and given absolutely, in fee simple unto Kalaeokekoi for *Kalakini* [his heirs] all that certain piece of land, etc. To have and to hold the above granted land in fee simple unto the said Kalaeokekoi for *Kalakini* [his heirs] her heirs and assigns forever, etc.

Both instruments are dated June 6th 1855. The original patent before us proves itself. The court takes judicial notice of the signature of the then King, Kamehameha IV, and of the Kuhina Nui, Victoria K. Kamamalu, countersigning it, as well as of the Seal affixed. Two members of the court have also personal knowledge of those signatures, as well as of the handwriting of the then Chief Clerk of the Interior Department, by whom the patent is written. It is unquestionably the authentic original patent issued on the 6th of June 1855. There is no proof whatever to support the allegation that an original Royal Patent was issued to "Kalaeokekoi for his heirs," in the form of the copy which the petitioner presents, on the 6th of June 1855 or at any subsequent day—and all the inferences from the regular course of business in the Land office are that there were not two original patents signed by the King and countersigned by the Minister, issued the same day or on different days to different parties for the same piece of land.

The hypothesis on which this bill is brought and sought to be maintained, therefore fails at its initial point.

It is next claimed in argument that this genuine patent was issued by fraud or mistake, and that subsequently the mistake having been discovered the register was amended to correspond with what the patent should have been made. The petitioner wholly fails to show any proof or probabilities in support of this surmise. On the other hand the facts all correspond with another hypothesis, namely that at some time after the issue of the patent the register was fraudulently altered to enable the petitioner to present such a certified copy as he now bases his claim upon. Two things defeat the attempt. First the existence of the original and authentic patent. The parties to the scheme may have reckoned on the loss of this instrument, as many other patents have been lost, destroyed by fire, or other casualty. The instrument before us is worn by handling into pieces, but no part of it is obliterated. It shows what was granted, and what was once recorded in the records of the Land Office. Secondly, the blunders and inconsistencies in the alterations. The altered instrument is made to read as a grant to "Kalaeokekoi *for* his heirs" instead of to Kalaeokekoi and his heirs, which is averred in the bill, and which would have been the proper grant if it had been to Kalaeokekoi. The habendum has the double blunder of reading, "to the said Kalaeokekoi for his her heirs." It should be said that Kalaeokekoi was a man and Kalakini was a woman, so that in the original the pronoun her is used throughout, while the alterations to "his" failed to erase or change the last "her." And in the beginning of the instrument there is the amazing oversight of leaving it to read that whereas Kalakini has paid a commutation of $340, a fee simple title is accordingly granted to Kalaeokekoi.

The alterations are so imperfectly and inconsistently made that the register could be restored to its original verity even without the aid of the extant original patent.

The Court is asked to cancel an authentic Royal Patent in favor of a record bearing such badges of fraudulent alteration. This cannot be done.

But the petitioner contends that the original Royal Patent to Kalaeokekoi for Kalakini should be cancelled, as being at variance from the award, which was made to Kalaeokekoi for his heirs.

The petitioner avers possession in his ancestor of the granted lands for a prescriptive term. This is denied by the respondent, and on examination of the proofs we find that the possession of the major part of the land was in the heirs of Kalakini since 1862, and as to the remaining part, there was undisputed possession for fifteen years. The petitioner has shown that he became of legal age about a year after the Royal Patent was issued and was under no disability except that of poverty which cannot be seriously contended to be a legal excuse for his laches. The possession of the respondent should have put him on enquiry. Courts of equity act in obedience to the statute of limitations, and as the larger part of the estate is shown to have been in the possession of respondents for twenty years, the statute is a complete defense and compels equity to deny relief on the ground of laches. See Kalakaua et. al vs. Keawemahi et. al, 1 Haw. Repts. 677.

So far as the Royal Patent covers the land shown to have been in respondent's possession for a less period than the statutory limit, that is for fifteen years, we think that the petitioner is not entitled to relief. This is not an action of ejectment wherein the plaintiff can recover so much of the real estate as he has shown title to, but it is a bill to cancel the whole patent and the petitioner must either have the relief prayed for or it must be denied him.

We think this sufficient upon which to dismiss the bill. But if only fifteen years of adverse possession of respondents be considered as shown, this under the circumstances of this case is evidence of such laches on the part of the petitioner in the prosecution of his rights and of such unreasonably long acquiescence in the assertion of the adverse claims of the respondent to oblige equity to decline to interfere in his behalf.

Story's Equity Juris, Sec. 1520 and notes may be referred to as supporting this doctrine.

Bill dismissed.

Dole and Bickerton for petitioner; Hatch and Brown for respondents.

Honolulu, January 8th, 1884.

Supreme Court of the Hawaiian Islands—In Banco. Special Term. Dec. 20, 1883.

CHAS. A. CRAPES VS. T. P. TRIBALE AND L. S. THOMPSON.

Judd, C. J., McCully and Austin, J. J. Opinion of the Court by Judd, C. J.

This is an action for an alleged breach of covenant contained in an agreement between the parties. The plaintiff, and another who has now parted with his interest, therein agreed to plant not less than 75 and not more than 150 acres of sugar cane yearly for the term of ten years, irrespective of rattoons, and the defendants agree to grind and manufacture the same for a certain share stated. The agreement is lengthy and goes into many particulars. The covenant upon which this action is based, is as follows:

"And it is also further agreed in consideration "of the distance from said mill that the parties of "the first part their heirs and assigns will pay to "Charles A. Chapin his heirs and assigns the sum "of three (3.00) dollars per ton on all the sugar "produced from thirty-seven and one-half (37½) "acres of cane, and rattoons of each crop, during "the above term of ten years, said number of tons "per acre to be an average of the entire crop of "cane and rattoons each year."

The plaintiff claims the sum of $800.00 being the sum of three dollars a ton upon sugar made from 37½ acres of plant cane and 37½ tons of rattoons, and requesting the presiding justice to charge the jury that he was entitled to this sum upon a proper construction of the agreement. The Court declined to grant this instruction but directed the jury to find a verdict for the plaintiff for $431.72 being a sum at the rate of $3.00 per ton upon 37½ acres.

We are now to decide what is meant by the words "thirty-seven and one-half acres of cane and rattoons." Do they mean thirty-seven and one-half acres of cane and rattoons, that is, seventy-five acres of sugar cane composed of either or both plant cane and rattoons, or thirty-seven and one-half acres of cane only whether the same be plant cane or rattoons?

Words in a contract are to be construed in their plain and ordinary meaning, and where a meaning can be derived from them without the interpolation of other words this meaning must be received as the one intended by the parties. To give the words "thirty-seven and one-half acres of cane and rattoons," the meaning contended for by the plaintiff, would require that the word "each" be inserted, or some other word to show that it was intended that 37½ acres of plant cane and also 37½ acres of rattoons was to be reckoned as the average upon which the sum of $3.00 per ton of sugar produced therefrom was to be paid.

We are not impressed with the argument that as 75 acres was the minimum acreage to be planted each year, this must be assumed to be the acreage on which the $3.00 per ton was to be assessed, for the sum raised on this amount of land would be all plant cane and not rattoons. Moreover the distance from the mill was the consideration for this allowance and not the quality of the cane to be carted, whether plant or rattoons, it not appearing that one is more difficult to cart than the other.

By Section 16 of the Civil Code, "each of the terms *or* and *nor* has the meaning of the other or both, when the subject matter, sense and connection require such construction." The word "and" between "cane and rattoons" means both "and" and "or," and applying this rule of construction to the words of the contract, it may be read as follows: $3.00 per ton was to be paid by the defendants on all the sugar produced from thirty-seven and one-half acres of cane and (or) rattoons, it is immaterial which, for the number of tons was to be an average of the entire crop of cane and rattoons each year.

As to the matter of cutting, the cane and rattoons are not separated in the contract. If there were to be thirty-seven and one-half acres of cane and thirty-seven and one-half acres of rattoons, to average the tons per acre of plant cane and rattoons separately to the whole acreage of plant cane and rattoons would be unfair and was not intended.

The exceptions are overruled.

E. Preston for plaintiff; F. M. Hatch for defendants.

Honolulu, January 8th, 1884.

Supreme Court of the Hawaiian Islands—In Banco.

CECIL BROWN, ADM'R, ETC., VS. BISHOP & CO.

Before Judd, C.J., McCully and Austin, J.J.

OPINION OF THE COURT BY AUSTIN, J.

This is an action of assumpsit in which the Chief Justice below directed a verdict for the defendants.

The facts on which the plaintiff claimed to recover are substantially as follows: The defendants are bankers and have a department of their business which they term a Savings Bank. A pass book on this Savings Bank is presented which shows a deposit on April 11th, 1879 of three hundred dollars in silver and credits of interest making with the principal on March 11th, 1883, the sum of $372 71.

These deposits are preceded by the statement.

"Bishop & Co. In account with Lukela Kaainanu to order of his father Kaainanu."

The plaintiff sues as administrator of Lukela Kaainanu who died a minor and who was the son of Kaainanu who is also dead and whose administrator duly appointed was as such paid the sum claimed by the defendant on March 13th, 1883 on presentation by him of the said pass book and letters of administration. It was also shown that it was a rule of the bank to pay deposits only on presentation of the deposit book, and also a rule to pay only to the person to whose order the money was payable and not to the person for whose benefit the money was deposited. A demand and refusal of payment by the defendant to the plaintiff was also shown.

The best view that can be taken for the plaintiff is that the fund belonged to his intestate, and that he allowed his father Kaainanu to keep his bank book, and made the money mentioned in it payable to his father's order, and told the defendants in writing so to pay it. But that his own death and the death of his father also were each sufficient to revoke the power to draw the money in behalf of the father's estate, and so the money was improperly paid over.

This view cannot be sustained. The words in the bank book were sufficient to constitute a valid direction to the defendants to pay the money only to the order of the father. From it the defendants had a right to infer, that the father had, for value given by him, the right to draw the money. The delivery of the book, and the words written in it, were equivalent to a draft or a check on the defendants' bank payable to the order of the father, and at the father's death his administrator could draw the money, as he could on such a draft or check. The defendants were not agents of any body. They were mere depositories. As such they were bound to deliver the money to the father or his representative as directed by the son the bailor.

See Story on Bailments, Secs. 102, 103-4, and 107. If before payment the plaintiff had notified the defendants not to pay the money the case might have been different, but there is no such pretense.

See Id., Section 104.

Furthermore we think that the rules of the defendants as a savings bank which were proved, were binding upon the plaintiff's intestate as a depositor, and that under those rules the defendants properly made the payments to the father's administrator.

See Wall vs. Provident Institution for Savings, Red Alien, 96, 21 N. Y. R. p. 543.

But the facts show that when the deposit was made the plaintiff's intestate was an infant; and the presumption would be that the father deposited his own money. That he retained the possession of the bank book and caused the money to be made payable to his own order. It would seem that he intended a gift of the money to the son. But by his acts he controlled, and intended to keep control of the fund. If this were so, the gift was incomplete, because there was no delivery.

In Little vs. Willets, 55 Barb. 125-9, the Court decides what we think is the true rule, that "No gift inter vivos is sustained as conferring title unless the change of possession be positive, and the donor in no condition to repossess himself of the subject matter of the gift or to recall the same."

Further: In Phelps vs. Phelps, 28 Barb. 121, it is held, that "A mere promise to give money cannot be enforced, even if put in the form of a promissory note; nor can such a note, when given by a parent to a child, be enforced against the maker's estate after his death."

See also Harris vs. Clark, 3 Com. N. Y. R., p. 93, where a draft upon a third person was given by a donor to a donee which it was held could not be enforced as a gift against the donor's estate after his death.

See also Beabcock vs. Boston Five Cents Savings Bank, 104 Mass., p. 228.

The plaintiff claims that in this case there was a delivery by the donor to a third party, the defendants for the donee, and that this makes the delivery sufficient.

This would have been so had the deposit been made without the condition attached that it should be paid to the depositor's own order.

The exceptions must be overruled.

F. M. Hatch for petitioner; A. S. Hartwell for defendant.

Honolulu, Jan. 10th, 1884.

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Colored Satins, Grass Cloths,
Artificial Flowers and Feathers,
Cotton Handkerchiefs, Silk Handkerchiefs,
Woolen Table Covers, Col'd Satteens & Crapes
Fancy, Mixture, Blue and Gray Flannels,
Victoria Lawns, Brooks' Spool Cotton,
Lace Curtains, blue and white;
Check Lisladds, Fancy Dress Goods,
Fancy Plaids, Regatta Shirts, Wool Shirts,
White and Colored Cotton Shirts,
Pilot Reefers, India Rubber Coats, Capes and Leggings,
Men'S White, Brown and Colored Half Hose,
Ladies' Hose, Men's Ready Made Clothing,
Men's Hats, Blue and Gray Horse Blankets,
Woolen Blankets, all colors, sizes & weights;

Velvet Carpets, Velvet Rugs, Velvet and Tapestry Door Mats,

SADDLERY!

A Full Assortment of Gents', Ladies,' Girls' and Boys' Saddles,
A few JOCKEY SADDLES,
Bridles, Saddle Cloths, Chamois Skins.

Sugar BAGS, 20x36; Coal BAGS, 26x37;

Filter Press Bags,

22 x 36.

Something New and in Great Demand

A FEW ONLY REMAINING.

These BAGS are made to Fit Otto's Presses, and are of the right Size and proper texture.

RICE BAGS AND TWINE.

CALVANIZED

CORRUGATED ROOFING

In 6, 7, 8, & 9 ft. lengths, (24 guage), Screws & Washer

GALVANIZED RIDGING,

Annealed Fence Wire, Nos. 4, 5, 6, 7, and Staples,
Galv Iron Buckets, all sizes;
Galv Wash Basins, Galv Garden Borderings and Nettings,
Tinned Iron Saucepans, all sizes;
Tea Kettles, Real Japan Blacking,

PAVING BRICKS, GARDEN TILES

Garden Rollers, Lawn Seats and Chairs,
Umbrella Stands, Iron Scrapers,
Hat Hooks and Rails, LAWN TENNIS SETS,
Clothes Baskets, Hand Baskets, Work Baskets

Crockery and Glassware,

Fancy Glass Flower Stands, Fern Baskets, etc.

PORTLAND CEMENT & FIRE BRICKS

Fire Clay, Whiting, Chalk, Yellow Ochre,

Roofing Slates

Liverpool and Rock Salt,

ZINCS, PAINTS AND BOILED OILS

Worcester Sauce and Groceries,

English, American & Hawaiian Flags

3, 5, and 7 yards lengths.

TOPSAIL SHEET CHAINS

Admiralty Test—sizes: ¼, ⅜, ⅝ and 7-10;

Powell Duffryn Steam Coal

STATIONERY, IRON BEDSTEADS,
ENGLISH LEATHER BELTING, 3 to 12;

FLOOR OILCLOTHS

STEEL RAILS,

16ft. Lengths; 15lb. and 18lb. per Yard.

Fish Plates, Bolts and Nuts,

RAILROAD SPIKES TO MATCH

ONE SIX HORSE-POWER

PORTABLE ENGINE

ALSO, ONE THREE HORSE-POWER

VERTICAL ENGINE

&c. &c. &c. &c.

THEO. H. DAVIES & CO

E. O. Hall & Son

DEALERS IN

Hall's Steel Plows

Cutting from 3 to 16 inches; made for them by the Moline Plow Co.

AGRICULTURAL IMPLEMENTS

of every description needed on these Islands.

COOK STOVES

AND

RANGES

OF ALL SIZES;

KITCHEN AND HOUSEHOLD UTENSILS—of all kinds;

PAINTS AND OILS—of all kinds;
LUBRICATING OILS—best stock in the market;
KEROSENE OIL—Downer's, Noonday & Lustral;
SILVER PLATED WARE—from Reed & Barton;
SOLID SILVER WARE—from the Gorham Co.
POWDERS—all kinds, from Cals. Powder Works
CARRIAGE AND MACHINE BOLTS—all sizes;

Shelf

HARDWARE

A Splendid Assortment;

LEATHER — Of All Descriptions;

Our Goods are of the best quality; are bought for cash; are always new. For particulars, we refer our customers and FRIENDS to OUR NEW DESCRIPTIVE CATALOGUE, which we will send to any one upon application, or call and examine our Splendid Stock of Good AT OUR WAREROOMS, corner of Fort and King Streets, Honolulu.

Teas, Teas, Teas.

A FULL ASSORTMENT OF JAPANESE and China Teas, Japan Uncolored fine article, in small packages, for families use. For Sale by

BOLLES & CO.

General Merchandise.

CALL AND SEE THE NEW GOODS

AT

C. J. FISHEL'S

GRAND OPENING!

—OF—

NEW GOODS

INCLUDING:

Fresh Millinery,
Feathers, Flowers,
Hats, &c., &c.,

ON MONDAY, DEC. 3d, 1883.

New Goods by Late Arrivals

FROM SAN FRANCISCO,
NEW YORK & ENGLAND,

Received by Castle & Cooke

ALSO, TO ARRIVE BY VESSELS DUE FROM ABOVE PORTS, AND

To BE SOLD AT LOWEST RATES

—GOODS—

Suitable for Plantations, Country Stores

Or FAMILIES. Orders Filled at Shortest Notice and with Satisfaction to Purchasers. Attention is Called to Our

Improved Paris PLOW

THE ONLY GENUINE PARIS PLOW, MADE OF POLISHED CAST STEEL, and Guaranteed Equal, if not Better, than any Steel Breaking Plow in the Market. Also, other makes of Plows on Hand of Mallet Plow Co., John Deere & Co., &c. Gang Plows.
Horse Hoes, Planet Jr. Cane Knives, made of best steel to our order; Planters' Hoes, 0, 1, 2 and 3; Scythe Snaths, Axe and Pick Mattocks, Pick, Hoe, Adze, Axe and other handles; Baldwin Feed Cutters, Leather Belting, 3 to 12 inch, best quality; India Rubber Hose, ½, ¾, 1, 1¼, 1½ and 2 inch; Ox Yokes, Ox Bows, Axles, for horse and mule carts; Portable Forges, Eagle Anvils; Canal Barrows, Soapstone and Asbestos Steam Packing, Best Flat India Rubber Steam Packing, ⅛ to ¼ inch; Babbet Metal, Lace Leather and Lacings, India Rubber Steam Packing, round and square, all sizes; Asbestos Boiler Covering and Steam Pipe do., Machinery Oils: lard, castor and cylinder; Neats Foot Oil.

DISSTON'S CELEBRATED SAWS AND FILES, ALL SIZES;

Spear & Jackson's and Stubb's Files, Hammers for Carpenters, Machinists, Blacksmiths & Horseshoers. Cut and Wrought Nails, all sizes; Horse and Mule Shoe Nails, Galv Nails, Cut Spikes, Horse & Mule Shoes

Latest Improvements in Shelf Hardware

Hubbuck's B L Oil, at Very Low Rates; Hubbuck's White and Red Leads, Zinc, Small Paints in Oil, Blake Manufacturing Co's Steam Feed, Irrigating and Vacuum Pumps, Weston's Patent Centrifugal Barbed Wire, Plain Fencing Wire, Galvanized Roofing.

STAPLE DRY GOODS

Denims, 8 and 9 oz.; Tickings, A C A; B and D Bleached and Unbleached Cottons, Russia Diaper, Brown and Bleached Drills, Linen Sheeting, Mosquito Lace Net, Blue and Scarlet Flannel, A Fine Assortment of White Flannels. Also,

STAPLE GROCERIES, Golden Gate, Star & Superfine Flour

Columbia River Salmon, Bayo Beans. Also, California Lime, Portland and Hydraulic Cement.

For Kerosene Oil We Offer THE PALACE, and Guarantee it cannot be beat for quality or price; also, THE VULCAN, a good oil and above test:

WOODWARD & BROWN'S CELEBRATED PIANOS

The Cheapest Good Piano; New Haven Organ Co.'s Parlor Organs.

E. M. CARTER. C. F. GRAHAM.

S. M. CARTER AND COMP'Y

82 King St., Honolulu, H. I., Retail Dealer in

Firewood Coal and Feed.

We would notify the public and hotel-keepers in particular, that we keep on hand and for sale in quantities to suit purchasers and at lowest rates—Pine in billets; Hard and Soft Wood, cut any length; Charcoal, N.S.W. Newcastle Coal; Scotch Coal, and the Celebrated Wellington Mine Departure Bay Coal; also, Blacksmiths' Coal.

The above can be ordered by telephone or sixteenth and immediate delivery guaranteed.

GIVE US A CALL!

Telephone No. 305.

WE ALSO KEEP IN STOCK

Hay and Oats,

California and New Zealand;
Corn, Whole and Ground; Bran,
Barley, Whole and Ground; Wheat,
Middlings, and other Feed.

Order the above through

TELEPHONE NO. 305.

and we warrant quick delivery, and full weight. Orders from the other Islands solicited.

FREE DELIVERY

to all parts of the city. Remember

82 King Street, and Telephone No. 187.

S. M. CARTER & Co.,

HAVING BOUGHT THE

LEGAL TENDER QUARRY

—ARE PREPARED TO—

Furnish Stone

—FOR—

Building Purposes,

—AND—

BALLAST for SHIPS

—ALSO—

BEACH AND BLACK SAND

DUMP CARTS

Always on hand to fill orders at short notice and at Reasonable Rates.

REMEMBER THE NUMBER:

88 KING STREET.

Telephone 305.

ICE CREAM!

MR. E. A. HART HAS JUST RETURNED from San Francisco, and has opened an

Ice Cream Saloon!

—STYLED—

The ELITE

IN CONNECTION WITH

THE ASTOR HOUSE. Messrs. Hart Bros. have renovated "THE DINING PARLORS," and their combined establishments are now the Finest in the city. HART BROS., Proprietors

IDLE GOSSIP.

THERE IS NO IDLE GOSSIP HOWEVER, that the undersigned will take Portraits in any style or views to order in the best style of the Photographic Art, and on the most Reasonable Terms—but it is idle gossip, I hear, says "he will not try to please," for he always says "he will be willing to please everyone who can be satisfied, and never treated anyone out of the way, and never will treat anyone otherwise than is a proper manner. Do not listen to gossip, but come and see for yourselves; there is always two sides to a story.

H. L. CHASE.

SALAMANDER FELTING

—FOR—

Covering Boilers, Steam Pipes

ETC., ETC.

Saves 25 per Cent. of Fuel.

PRICE REDUCED TO $7.50 BBL.