General Advertisements.

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

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

Improved Paris PLOW

BINSTON'S CELEBRATED SAWS AND FILES, ALL SIZES.

Latest Improvements in Shelf Hardware

STAPLE DRY GOODS

STAPLE GROCERIES, Golden Gate, Star & Superfine Flour

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

Special Notice

PIONEER STEAM CANDY FACTORY And Bakery

A NEW FACTORY & BAKERY

We now Prepared to Manufacture

Choicest Pure Candies

Vanilla Chocolate Creams, Cocoanut Candies, Rich Nugat in bars, Sugar Roasted Almonds

CREAM CANDIES, great variety; Soft Marsh-Mallows, Gum Drops, and Gum Fruit Box Bons

MINCE PIES always fresh

Home-Made Mince Meat

P. HORN.

JUST RECEIVED!

NEW CROP

NEW ZEALAND

POTATOES!

H. May & Co

G. J. WALLER,

BUTCHER TO THE FRONT!

To the Honolulu Public

Beef, Veal, MUTTON, PORK, & FISH

BY BELL-COLEMAN'S PATENT DRY AIR REFRIGERATOR.

Metropolitan Market, City Market, Hotel Street Market, Eureka Market, Hawaiian Market, Chinese Market.

C. J. WALLER.

C. BREWER & CO.

— HAVE —

JUST RECEIVED!

— PER AMERICAN —

Bark Ceylon

— THE FOLLOWING —

MERCHANDISE:

Which will be Sold at LOW RATES:

"Electric Oil"

LARD, in 5 & 10 lb. PAILS

EXTRA PRIME

LARD OIL

IN BARRELS AND CASES

Tar and Pitch, COAL

In Casks for Family Use.

IRON SAFES

CUMBERLAND COAL

CARD MATCHES

Fairbank's Platform Scales,

ASH OARS, 16, 17, 18 ft

Axe Handles, Pick Handles, Cotton Waste, Salt, Plaster,

A Choice Selection of CHAIRS!

Barrel Shooks

EXCELSIOR,

Phaeton Carts

HANDY PHÆTONS,

New Styles of Carriages,

Express Wagons!

Ladies' Phætons, CIDER VINEGAR, HAND CARTS, EASTERN MADE OX CARTS, SUGAR BAGS,

C. BREWER & COMPANY

BUHACH!

The Great California

INSECTICIDE!

Positive Death

Flies, Fleas, Cockroaches, Chicken Lice, Etc.

HARMLESS

To Human Beings and Animals.

AN ABSOLUTE NECESSITY

In the House, Garden, Conservatory or Warerooms.

The Buhach Insufflator,

For Distributing the Buhach.

BENSON, SMITH & CO.,

EXCHANGE ON CHINA!

THE UNDERSIGNED ARE PREPARED TO DRAW ON THE Chartered Bank of India, Australia and China, Hongkong.

BISHOP & CO.

Hawaiian Gazette.

WEDNESDAY, APRIL 29, 1885.

Supreme Court of the Hawaiian Islands.—In Banco.

DAVID McDONALD vs. E. GREEN AND W. F. REYNOLDS, JOINT OWNERS OF KAMOKU & CO., BANKRUPTS.

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

The statements of this case for the purpose of explanation of the matter now before the Court is as follows: Kennedy & Co. were bankrupt in a petition of sundry creditors and the defendants who are the principal creditors were duly elected assignees. The business of the bankrupt firm was keeping a store or bazaar in Honolulu for the sale of varieties of small wares, with a branch store in Wailuku, Maui. The assignees with a view to closing the estate and realizing promptly, put out the following advertisement:

"Estate of Kennedy & Co. In Bankruptcy. The assignees are now prepared to receive sealed bids for the stock, book accounts and good will of the above bankrupt as a whole. Bids will close Monday, March 9th, at 12 o'clock noon. Any information to all bidders will be willingly given by the undersigned.

E. GREEN,
W. F. REYNOLDS,
Assignees."

Office of E. Phillips & Co.

And thereafter came before the Justice who was holding the bankruptcy proceedings with a petition and motion for the confirmation of a sale to Reynolds, one of the above defendants. The opinion recited below gives an account of the various bids received. The Justice overruled the motion to confirm the sale to Reynolds.

The confirmation of the Court was asked under the provisions of Sec. 12 of the Bankruptcy Act of 1880, that assignees may dispose of all property to the bankrupt at either public or private sale, but that private sale shall be valid only upon confirmation of the Court having jurisdiction of the proceedings. Upon the Court hearing the motion, the petitioning plaintiff brought his bill in equity for a decree requiring the assignees to accept his bid as being the highest, regular and valid bid made under the call for tenders.

The first question raised for consideration is of the jurisdiction of the Court in Equity. If the method of advertising for sealed tenders was a "public sale," it did not require the confirmation of the Court in Bankruptcy, if it was a "private sale" why should not the Court have proceeded to confirm the sale to the highest bidder, and why this should equally take jurisdiction of matter provided for and within the jurisdiction of another Court. To answer these questions it does not seem to be in the necessary to determine whether a sale by this method is a "public" or a "private" sale. If it should be considered as stand with wire wire sackings are a public sale, then we may remark it is while the statute requires private sales to be confirmed, it does not prohibit the confirmation of a public sale if parties concerned seek it, and there might be circumstances, which would make such a course desirable. It was only the sale to Reynolds for which the assignees asked confirmation or rather asked leave to make. They did not submit to the Court the proposition to confirm any other sale. They plainly expressed themselves unwilling to make any other, unless it should be in West or his offer to buy on credit, which the Court would not entertain. They would not make the sale to the plaintiff. It seems to us from this it was not within the jurisdiction of the Court in Bankruptcy by its powers of confirming a sale to compel the assignees to make a certain sale. The plaintiff then being without the remedy was left to his remedy in Equity upon the jurisdiction for specific performance. The findings and the rulings of the Court in Equity were as follows:

1st. The owner of Kalihanui was present after 12 o'clock noon of Monday, March 9th. It was endorsed on the envelope "Kamoku Green and Reynolds assignees of Kennedy & Co." Sealed tenders for the stock in trade of the above advertised call for bids the assignees might have refused to receive this, as being tardy, for the time. But they did not refuse it. It was unprecedented as a bid, and they opened it at the time, they being in session opening and examining the bids. In the written motion before the Court in bankruptcy they report this as one of the bids received by them. It must be considered that the objection of being late was waived by the assignees at least.

2. It seems within the province of this case, as the above motion was introduced, to say here that the bid of $2000, in four payments in up to twelve months time, with interest and approved security could not be considered a bid which the assignees might receive. Their duty is to realize cash with which they can make dividends. Some would be only the substitution of a new debtor for the bankrupt one. Approved securities may fail. The call for bids not speaking of credit bids, only cash would be presumed, and it would not be fair and equal to permit credit bids to compete on their face figures with cash offers.

"The offer of Reynolds to give $100 more than any other bid cannot be treated as a valid bid. See Winder vs. French, 13 Ill. 386, cited in Note page 139 Bateman on Auctions. It stands to reason. If there be two of this description, which would be the price bid? If there were only one such bidder then, among others which specified amounts the only thing certain would be that every such regular bid must fail. So it is quite needless to consider the other objection, whether as Reynolds is an assignee he could become a purchaser by any bid.

3. "The plaintiff's bid being now the highest legitimate bid, what is the right in the premises? The assignees, defendants, say that they are not bound to take the tender of the highest or any bidder. This reservation is not made in the call for bids. That if no bid had been for more than a nominal sum, and altogether inconsiderable with the value of the stock they would not be justified in taking the highest. But there was no implied discretion as to the quality of the bids.

"Upon this last point, as this is to be a sale for cash down, there can be no discretion—to sell if the cash is placed in hand and to refuse a bid that is without a payment. The plaintiff here is not by a contract to take his offer and has no lien towards payment. He cannot make the payment. The assignees do not close the contract with him because he cannot pay, but because they now find they can do better.

"Concerning the discretion, power or right to reject the highest and all bids for a merely nominal sum, when no reservation has been made in the call for bids—it may exist. But what are the facts in this case. The real question is not what percentage upon the amount of claims does any bid make, or make to the actual cost of the stock, but what proportion does it bid bear to the best net amount which practically can be realized. The testimony of the two assignees, who are by much the largest creditors, is that in view of the assets they would consider themselves fortunate to realize 40 per cent. Something less than that would be a good realization. This is their estimate based on considerable knowledge of the stock.

"The plaintiffs under $600, is about 33 per cent. of the claims proved. I do not consider this it is greatly inadequate. It is barely under the valuation of the property as per the defendants testimony. Kenney has given a higher valuation, which under the circumstances I do not accept as reliable.

"Now on the divisions, under the terms of their call for bids reduce a fair effect. The general rule of law is that obligations in a contract are reciprocal. Could the defendants sue the plaintiff in law? I think they could, and I think he is entitled to a decree requiring assignment and delivery of the assets on payment of the amount of his bid."

With the sending of the Court before requesting its jurisdiction, and the character and validity of the bids we agree.

The question of the obligation of the defendants to accept the highest bid, is one upon which we find but little direct authority to guide us. The cases of auction sales are to the effect that the contract with the purchaser is closed when by the fall of the hammer the bid is accepted. The bid may be withdrawn before such acceptance. We have no statutes to consider here the law governing by limiting and holding by the auctioneer, for the only thing resembling that, Reynolds's bid, has been thrown out, and we have declined to take notice of similar orders of a higher price made subsequently to the opening of bids on the 9th of March.

The case of Spencer vs. Harding 2 English Law Reports p. 501 was where defendants sent out a circular as follows:

"We are instructed to offer to the wholesale trade for sale by tender the stock in trade of A. M. as a floriist, in one lot, payment to be made in cash. The tenders will be received and opened at our office &c."

The Court held that this did not amount to a contract or promise to sell to the person who made the highest tender, but that in the absence of any words to intimate that the highest bidder is to be the purchaser it was a mere attempt to ascertain whether another can be obtained within such a margin as sellers are willing to admit. The advertisement in the case at bar likewise contains no offer to accept the highest or any bid, as on the other hand it does not reserve the privilege of not accepting any of them. Herein it differs from an open auction where the contract is closed at once by the fall of the hammer accepting the highest bid, or an open bidding—if there has been a bid received, or an open price. The defendants not having held out thereby would accept the highest bid would not seem to be bound by it. The tender or offer must stand as merely such until acceptance has made it a contract. We do not agree with the observation of the Court below that, because the defendants might bind the plaintiff by accepting his offer he can claim a decree compelling them to accept it, for they do not say that the highest bidder shall be the purchaser. There can be nothing inequitable in limiting the rights of the plaintiff strictly to the defendant's offer which amounts only to this that they will receive and consider offers for the property. No one making a tender has a right to expect anything more than what is so offered. Not will the fact that a fair and not inadequate price is offered bind the defendants to accept it, if they have not held out that they will be bound by the highest bid.

We therefore set aside the decree made below and dismiss the plaintiff's bill, costs to be paid.

L. S. Kuykendall and Jos. Austin for plaintiffs. W. F. Rickerton for defendants.

Honolulu, April 18th, 1885.

Supreme Court of the Hawaiian Islands.—In Banco—In Equity—April Term 1885.

W. H. CROCKETT VS. T. J. McCROSSON.

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

This is a bill in equity to declare void and void an alleged sale to plaintiff of 50 shares of stock in the Kaiaiauhu Sugar Company and also plaintiff's promissory note for $6,300 their purchase money.

The bill alleges that on the 13th of last January, the defendant, the engineer of the plantation, while alone in the office of the plantation, with the plaintiff, the manager of the plantation, insisted that the plaintiff should buy 50 shares of the capital stock of the company, then held by defendant, for the sum of $6,300. That plaintiff declined to purchase, whereupon defendant drew a revolver from his pocket and pointed it at plaintiff and threatened to shoot him unless he gave defendant his promissory note for $6,300, and plaintiff then fearing and believing that defendant would carry his threats to almost into execution, and while the revolver was so pointed at him, the plaintiff did, under fear and duress, make out, sign and deliver to defendant a promissory note for $6000, payable in thirty days, and defendant delivered a paper writing to the effect that he had sold to plaintiff 50 shares of Hanapepe Sugar Co. stock for the sum of $6,000, but did not deliver the stock.

Upon a full examination of the testimony taken we are of the opinion that the statements of the bill are not sustained.

The story is extremely improbable, that plaintiff, who admits that he is himself worth the sale and this bill of sale, was kept under the fear of his life at the point of a pistol which was kept pointed at him during the whole interview by defendant, even when defendant signed the bill of sale.

The conduct of Mr Stubbs, the plaintiff's corroborating witness, as detailed by himself, is as unlike the way ordinary men would act on hearing that a friend's life was being threatened, as to make the recital his testimony. The subsequent friendly manner towards each other, of plaintiff and defendant, for some days after this transaction, is also strong proof that the story in the bill is a fabrication.

We think the Vice Chancellor was right in dismissing the bill.

Decree sustained.

E. Preston for plaintiff; A. S. Hartwell for defendant.

Honolulu, April 16, 1885.

LATEST FOREIGN NEWS.

Per Steamer Alameda. Dates to April 13.

ENGLAND, RUSSIA AND THE SOUDAN.

LONDON, April 13.—The *Daily News* in an editorial this morning, says: The situation shows a more peaceful tendency, but though the situation of Russia looks good now, we cannot assume they will be carried out. Events have simplified England's task. If war is to be avoided, it must be shown that the Afghans and not the Russians are responsible for the recent collision, and that that Komaroff's action is no part of the Russian policy. Then, there need be no further Russian advance. If Russia is no aggressor the power so England is bound to support. The Dispatch from St. Petersburg alluded to by Gladstone yesterday marks forward the negotiations on the frontier question, which were interrupted by the Penjdeh affair. It is exceedingly satisfactory in tone.

LONDON, April 13.—Rumors were current in the House of Commons to night that the Russian troops were advancing to Herat. These rumors have been confirmed.

The Russian military organ, the St. Petersburg Bee, sums up the situation thus: "Forward to Herat, now is the time."

Earl Granville, Foreign Minister, stated in the House of Lords that the Government was still engaged in making inquiry into the reported advance of Russians in the Murghab river. Referring to the Queen's message calling out the reserves, Earl Granville said that what our measures might be taken, they would entirely meet the requirements of the Indian Government.

Gladstone, in the House of Commons, this afternoon, stated that word had been received from Sir Peter Lumsden, which showed that there was no confirmation of the report that the Russians had advanced to the Murghab river after the battle of Penjdeh. Continuing, Gladstone said that the result of the Government's communications with Russia concerning the reported advance amounted to the withdrawing of Russia's assurance that no such advance will occur, if the same of contrary instructions are present.

The latest reports from Rushed explain the Russian advance on the Murghab river as a Cossack reconnaissance toward Karachuk to obtain information regarding the Afghan positions. The Cossacks, according to these reports, afterward returned to Pul-i-Khisti.

The military preparations of the British Government continue unabated. The Government has decided to purchase 5 more steamers similar to the Kaisar, and to equip them as armed cruisers. The number of British men-of-war now being prepared for war is so great that it is believed active officers cannot be found for them all, and it will be necessary to resort to the retired list. The steel armor plated turret ship Colossus, of 9,150 tons engine and 7,000 horse power, one of the most formidable cruisers in the British navy, will be soon ready for sea, and it is believed will be attached to the Baltic fleet. Gibraltar and Malta British strongholds are to be put into a complete state of defense. An additional supply of torpedoes of the latest approved pattern is being forwarded to all naval stations, both at home and abroad.

At Gloucester, in Gloucester, to-day, during the parade of 200 Gloucester militia, recruits were invited to join the regulars, and 100 men responded to the invitation.

BOMBAY, April 13.—The Government has decided to overhaul the ship vessels comprising the Indian fleet, and is making large purchases of provisions from private firms. Fifty thousand animals are come to Poona, are loaded with stores and provisions.

Sir Peter Lumsden's reply to General Komaroff's report is expected in London on the 23d inst. General Komaroff's reply to Sir Peter's request for a further explanation of the affair of March 30th, which request was made at the instance of the British Government yesterday, is expected to arrive on the 25th inst. The British Foreign Office has sent directions to the British Minister at Teheran to organize a courier service to fill up the gap in the telegraph lines by which communication is bad with Sir Peter Lumsden.

LONDON, April 13.—Consols opened at 56⅞, for both accounts. Russian securities opened at 86½. The stock market had a downward tendency, and home and foreign funds were weak. At 2 p. m. consols were held at 56⅝ for both accounts. This is ⅛ below the closing last night.

PARIS, April 13.—The Bourse opened this morning very flat, but a mid-day had rallied. The improved feeling for our last, however, and the market closed depressed. The political outlook is regarded as very grave, and fears of financial troubles are entertained.

NEW YORK, April 13.—The *Post* says: The leading American grain markets opened higher this morning, influenced by the lower prices of cereals and better foreign markets for breadstuffs. After the opening trading was very active. May wheat sold here up to $1.03½, and May corn at 57c cents. From that point the market declined, May wheat selling here down to $1.02. The markets are likely to continue in an excited, dangerous and unsettled condition for some time, because the deal is so widely distributed, much of it being held by outside parties, who are liable to get frightened easily, and in their fear unload holdings in such a way as to produce for the time being a panicky market.

BERLIN, April 13.—Reports from the Italian army report that the rebels have evacuated Berri and Kosseaat and that the garrisons of those two places have respectively gone to Berber and Khartoum. Numbers of the Bashozuks are leaving Osman Digna's country and are taking their families to Berber.

SUAKIM, April 13.—The British cavalry vanted from eight miles beyond Handoub. Six hostile Arabs were discovered and were found to be quite plentiful. The country appeared to be entirely open. The Arab pickets have only sells supplies at the English. Italian troops occupied Arabi on Kassin bay, five sea, and have hoisted the Italian flag alongside that of Egypt.

CAIRO, April 13.—The feeling of indignation here over the Irish expression of the French newspaper, *Bonjour Egyptien*, has reached such a dangerous phase as to threaten serious disorders. Guards have been doubled in the city and troops are now confined to the barracks.

It is officially denied that the British camel corps in the Soudan have been ordered to return home.

VIENNA, April 13.—The Russian Plenipotentiary here says: "My personal opinion is that we now may wait to fight Russia, but if, in order to get herself out of her troubles in the Soudan, England wishes to provoke a war Russia will be thoroughly ready to defend herself most energetically."

LONDON, April 13.—The Government has ordered the transformation of the steamship Oregon into a man-of-war, instead of a troopship, as at first intended.

The Government yesterday made large extra grants of money to the various dockyards to enable them to push forward the work they have to hand. At present England has about thirty iron-clads ready for service. The Government will be able next month to send a strong fleet to the Baltic, and increase her Mediterranean and Pacific squadrons.

After the rising of the Cabinet council this afternoon Earl Granville, Foreign Secretary, sent a long dispatch to the British Minister at St. Petersburg. The Government has received official dispatches fully confirming the report of the Russian advance in force.

It was stated by an employee of the Cunard line yesterday that their fast steamer Umbria had been purchased outright by the British Government for $250,000. The Umbria was built on an American model, and is about the only one of the Atlantic greyhounds that has sufficient stability to carry a battery of heavy guns on the upper deck.

ST. PETERSBURG, April 13.—It is reported that the Afghans have made an attack on the Russian outposts.

NEW YORK, April 13.—The *Herald's* cablegram from London of April 14th says: The fact that General Komaroff has been appointed commander-in-chief over Turkestan and that Russia is sending forces rapidly to Afghanistan, together with the Sunday summons for a Cabinet meeting this morning, is universally regarded by the press as meaning immediate war. There must be added to the significant fact of two Russian men-of-war in the Suez canal being yesterday ordered to Vladivostock, with directions to avoid British ports.

QUEENSTOWN, April 12.—Stephen J. Meany, associate counsel for Cunningham and Burke, who are charged with causing the explosion at the Tower of London in January, arrived here today from New York. He says his journey to the United States to secure witnesses to investigate the alleged alibi was crowned with success. He says he has procured conclusive evidence to prove an alibi for Burke, and expresses the opinion that the Government has no direct evidence against Cunningham, except that he was in the Tower at the time of the explosion.

LONDON, April 12.—The effect of General Komaroff's detailed statement, which showed that the Afghans provoked the recent battle, has been weakened by reports received by way of American telegraph stations on the Russian frontier that Penjdeh was occupied by Colonel Alikhanoff on the 24 inst. General Komaroff states that he was obliged to occupy Penjdeh in order to stop the pillaging of the district by Turcomans. He also states that the Afghans had threatened to resume offensive operations. The Russian Minister of War has sent a congratulatory message to General Komaroff, and has directed him to thank the troops in the name of the Czar, and announce to them that all who took part in the battle will be rewarded according to their rank.

ST PETERSBURG, April 12.—The Official Messenger publishes the following telegram from General Komaroff, dated April 1st: "On the 29th of March our detachment approached Dushakepi. When near the bridge we saw an intrenchment occupied by Afghans. In order to avoid a conflict I stationed my troops five versts in little over three miles) from the Afghan position. Negotiations with Captain Yate a member of Sir Peter Lumsden's force commenced on the 30th. When the Afghans became convinced that we had no intention of attacking them they daily drew nearer to our camp. On the 27th they dispatched against a company of our a reconnoitering party of three companies, with a gun and some cavalry. Next day, their audacity and arrogance increasing, they occupied a high and commanding position on the left bank of our camp, made entrenchments and placed a cavalry post in the rear of our line and a picket within gunshot of our fort. On the 29th I sent the Afghan commander an energetic summons to evacuate the left bank of the Kushk river and the right bank of the Murghab so far as the mouth of the Kushk. He replied that, acting on the advice of the English, he would not retire beyond the Kushk. I then sent him a private letter couched in amicable terms. On the 30th, in order to support my demand, I marched with my detachment against the Afghan position, still expecting a pacific issue, but few from the Afghan artillery and an attack of their cavalry compelled me to accept a combat."

The *Journal* says that the foregoing statement leaves no question of Russia's aggression; that, moreover, Sir Peter Lumsden's second dispatch to the British Government justified General Komaroff's action, and that even Gladstone has shown genuine worthy anxiety to shove for the imprecations words about Russia which first escaped him.

LONDON, April 13.—The *Times* editorially says: General Komaroff makes no excuse for his fresh advance. He admits that he did not see the Afghans until near the bridge. The admission from such a source that the Afghans had not advanced a valuable. General Komaroff deliberately went in search of the Afghan entrenchment, sat down within sure speaking distance, threw out an advanced guard to assist an indignant commander position, and sent an ultimatum demanding that the Afghans evacuate their position. He then marched and made an attack.

CAIRO, April 12.—The Russian Consul here has ordered the Russian transports *Vladimir* and *St Petersburg* to proceed to Vladivostock, avoiding all British ports.

KINGSTOWN, April 12.—The British men of war *Narcissus* and *Sultan* have gone to Portsmouth to receive equipments. The other vessels of the Channel fleet have gone to Queenstown.

BOMBAY, April 12.—Troops are moving towards Quetta as rapidly as transport facilities will allow. The third and fourth army corps have been ordered to be prepared on a war footing.

CAIRO, April 12.—General Wolseley says he has no idea of abandoning the intention to occupy Khartoum in the autumn.

FRANCE AND CHINA.

PARIS, April 13.—The following telegram was received to-day from Palemcion, the French Minister to China: The Official Gazette of Pekin, to-day, publishes an imperial decree ordering the execution of the preliminary treaty of peace between China and France. The decree orders the Viceroy of Canton to send a extreme commissioner and a numbered to Hanoi to make arrangements with General DeLisle for the evacuation of Tonquin by the Chinese troops. The chief of the Black Flags has received a title equivalent to that of Baron. He will be made Governor of a Chinese province and receive a large sum of money to enable him to pay and disband his followers.

LONDON, April 13.—Dispatches from Shanghai received this afternoon state that there is a hitch in the final arrangements for the execution of the definite treaty of peace between France and China, owing to some concessions which China asks and which Palemcion, French Embassador, refuses to grant.

PARIS, April 12.—Orders to cease hostilities were sent to Admiral Courbet and General DeLisle on the 10th inst. The French troops, however, are still entrenching for Tonquin. A dispatch from Hongkong says: "General DeLisle, in an order of the day to the French troops, attributes the recent events to the transfer of the command, in consequence of General Negrier's wound, to hands unprepared to take the charge, and expresses surprise that the enemy did not venture to pursue the French."

A gentleman scientifically inclined capured a spider and by a careful estimate made by means of actually weighing it and then outlining it in a cage he found that it ate four times its weight for breakfast, nearly nine times its weight for dinner, thirteen times its weight for supper, finishing up with an ounce, and at 8 p. m. when he was released, set off in search of food. At this rate a man weighing 160 pounds would require the whole of a fat steer for breakfast, the time repeated with the addition of a half-dozen well fattened sheep for dinner, and two bullocks, eight sheep and [illegible] as lunch before going to his club banquet, he would indulge in about four barrels of fresh fish.

General Advertisements.

"Pioneer" Line

FROM LIVERPOOL.

Arrival of the Iron Ships "Ophelia," "Bordeaux," and "Clan Grant."

Theo. H. Davies & Co

Have Received by these Vessels And other Late Arrivals, the Following:

An Asst. of Dry Goods

CONSISTING IN PART OF

Mixed Flannel

Rubber Coats & Leggings

Horse Blankets,

Bed Blankets,

Velvet & Tapestry, Rugs and Mats,

CENTRE RUGS

Merchant Canvas!

BAGS.

Filter Press Bags 22 x 36

Sugar, Rice & Coal Bags

3 & 5 ply Twine

AMERICAN FLAGS,

FLOOR OILCLOTHS

Ladies' & Gent's Saddles

Iron Bedsteads, Galvanized Buckets,

Tea Kettles & Sauce Pans

WHITE LEAD, various qualities: BOILED OIL, TURPENTINE

CORRUGATED ROOFING,

Yellow Sheathing Metal, and Nails

STEEL RAILS.

Portland Cement, Fire Clay, Fire Bricks, Both Square and arch; Lump Rock Salt, Fishery Salt, English Belting,

ENGLISH GROCERIES

AMERICAN GOODS

Bleached & Brown Cottons

Shelf HARDWARE

Plantation and Mechanics' Tools

Portable Engines

ONE SPLENDID PIANO,

Tested Chain.

Best Welsh Steam Coal

BENSON, SMITH & Co.

JOBBING AND

RETAIL DRUGGISTS,

113 and 115 Fort Street.

Homœopathic Medicines.

RICKSECKER'S

Unrivalled Perfumes,

Maile Cologne

LEI ALOHA BOQUET.

BEAUTIFUL SNOW

FOR THE COMPLEXION!

THIS ELEGANT PREPARATION is the MOST PERFECT BEAUTIFIER KNOWN. It is Pure and Harmless, delightful to the Application and wonderful in its Effects, while the finest working girls is shown for use. Prepared by F. POWELL, Chemist, Auckland, N.Z.

FOR SALE BY HOLLISTER & Co.

General Advertisements.

INDIA RICE MILLS

Established 1862. Established 1862.

107, 109 & 111 FREMONT STREET

San Francisco.

THE INDIA RICE MILLS, AFTER 22 YEARS OF PRACTICAL EXPERIENCE, and with their Country Mills Enlarged by Recent Improvements, are now the acknowledged leaders. Our Thousands Patrons and Purchasers of Worldwide stand unrivalled. The trade at these Mills is all in all, enabling us to Reduce the Rates for the Hulling & Cleaning of Paddy, according to quality of the Paddy, which is 1 to 2 per ton, product thus that of any other Mills. By these late changes and improvements the Proprietors

is enabled to Largely Reduce the Rates for the Hulling & Cleaning of Paddy.

AMONG THE MANY ADVANTAGES OF SHIPPING PADDY TO SAN FRANCISCO AND HAVING IT CLEANED AT THE SAN FRANCISCO MILLS, THE FOLLOWING MAY BE NAMED:

1st—Superiority of Work in the San Francisco Mills.
2nd—Saving in the yield of Merchantable Rice of 2 to 3 per cent.
3rd—Saving in Rates for Hulling and Cleaning.
4th—Freshness and Excellence in Quality of Rice.
5th—Uniformity and Cleanliness of Package.
6th—Lower Liability to Worth.
7th—Entire Freedom from "Ship Smell," so often complained of in "cleaned" Rice arrived in other ports.
AND 8th—The Better Rates it always commands over Island Cleaned, particularly in Eastern Markets.

CONSIGNMENTS OF PADDY SOLICITED.

Wm. M. GREENWOOD.

General Commission Merchant and Proprietor of the INDIA RICE MILLS, San Francisco, Cal.

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