COMMERCIAL.

HONOLULU, MARCH 15, 1887.

The week just closed has been characterised by extreme dullness in the retail line. The wholesale dealers report a fair trade in supplies, mainly for the other Islands.

The weather still continues all that could be desired, and the movement of sugars goes on briskly—every vessel from the plantations being full to its utmost capacity with this commodity.

Recent advices from San Francisco show a slight decline in the price of sugars—refined as well as raw.

Herewith is presented Messrs. Williams, Dimond & Co.'s latest commercial trade circular, to hand per S. S. Australia:

SAN FRANCISCO, March 2d, 1887.

SUGAR—There has been no change in the prices of our local refineries since our last report. We quote refinery prices for cube sugar, 5¾c.; dry granulated, 5⅜c.; extra C., 4⅞c.; golden C., 4c.

The following changes have taken place in the Cuba basis: Jan. 31, 5⅛c. for 96° test (sale reported Feb. 2, after departure of steamer); Feb. 12, 5 3-16c. for 96° test. Since the 12th ult. no sales of Cuba centrifugals have been made in New York affecting the basis here.

EASTERN AND FOREIGN MARKETS—The general situation of the sugar markets of the world has not improved since our last circular. After the settlement of the Cuba strikes in New York, a little better feeling prevailed and a fair amount of business was transacted in spot stocks and considerable disposition shown to buy for forward delivery. This feeling soon ceased however and our latest mail advices report a dull and unsatisfactory market.

The production of refined having increased, and offerings being more liberal and in excess of the requirements of consumption, have led to lower prices and accordingly a corresponding concession has been demanded by buyers of raw material. Sellers however have shown very little disposition to accede to these demands and consequently few sales have been made and business restricted. The demand has been confined to actual current wants.

On the 25th ult. granulated sugar was selling in New York at 5⅛c., and the value of Cuba centrifugals 96° test was 5⅛c., although no sales of the latter have yet been reported at that figure.

The London market has declined materially, and more disposition shown to sell at the reduced prices.

On the 10th ult., London cables quoted beets 88° test at 10s 9d; on the 17th, 10s 10½d; 18th, 10s 9d; 25th, 10s 6d, and 28th, 10s 6d.

The unsatisfactory condition of the London market is no doubt due to the unsettled feeling resulting from the condition of political affairs in Germany which are now passing through a crisis that may have an important bearing upon the future of the sugar industry in Europe, since it may directly affect two of the largest producing countries.

Notwithstanding these unfavorable influences, there still remains a confident feeling on the part of holders of raw sugar in regard to the future. This is accounted for by the fact that the consumption of sugar in the world has caught up to the production.

Receipts in the U. K. have for some time been running behind, so that stocks in U. K. on the 17th ult. were 90,863 tons under last year. A falling off in the receipts of the United States is also noticeable, bringing stocks in United States 20,000 tons nearer to last years stocks than they were on Feb. 1st.

PRODUCING COUNTRIES—We quote from mail advices of the 17th ult. as follows:

"There are no changes to note in estimated crops. Brazil offerings are much decreased owing to a large falling off in the receipts at shipping ports in consequence of heavy rains.

"Total stocks in all consuming countries by latest mail and cable advices, is 1,299,869 tons against 1,251,822 tons last year, and against the figures of a week previous of 1,303,436 tons, and 1,239,072 tons."

Our latest telegraphic advices from New York of yesterday, quote value of Cuba centrifugals 96° test 5⅛c. Market dull. Prices will not go much lower. Stocks diminishing in New York and London.

Beets 88° test 10s 8d. European and foreing markets steady. No change in the estimates of the present crop. Present prices are too low to last long.

RICE—Prices a little firmer on account of probable advance in railroad rates which will affect Carolina. We quote price at 4c.@4½c.

FLOUR—G. G. extra family, $4.70; El Dorado, $3.80 f.o.b.

BARLEY—No. 1 feed, market declined yesterday to 1c.; $1.02½ per ctl. f.o.b.

GROUND AND ROLLED BARLEY—$22.00 per ton f.o.b.

BRAN—$15.00 per ton f.o.b.

OATS—$1.82½@$1.55; $1.55; surprise $1.60 per ctl. f.o.b.

HAY—Compressed choice wheat $14.50; do ¾ bales $15; do oat $13; large bales wheat $14.50; do oat $13.

LIME—$1.40@$1.50 per bbl. f.o.b.

The Water Front.

The receipts of sugar and other Island produce during the past week have been large, aggregating over 100,000 bags sugar, 2,000 bags of rice, besides a large amount of miscellaneous freight. The coasters report favorable weather at most of the landings. The Iwalani raports the loss of an anchor and about 40 fathoms of chain at Honokau.

The arrivals from the coast were the steamer Australia on the 9th and City of Rio on the 13th; the steamer Alameda, from the Colonies, on the 11th, and the whale bark Stamboul, also on the 11th, and brig Allie Rowe, from the South Seas, on the 13th.

The departures were: Bark Forest Queen, on the 10th, with 15,000 bags of sugar for San Francisco; the steamer Alameda, from the Colonies, en route for San Francisco, with mails, passengers and sugar, on the 12th; British bark Zoila, for Port Townsend, on the 12th; British bark Martha Fisher, with part of original cargo, for Portland, Or.; barkentine Ella, with 7,000 bags of sugar, for San Francisco. Several whale barks, which have been standing off and on off port, have cleared after the Australia's arrival, and nearly all have sailed.

The whale bark Hunter, which was in charge of Captain Jenks during the short cruise, did very well, taking 150 barrels sperm oil. Captain Cogan, who arrived by the Australia, sails for the North in this vessel.

The German bark C. R. Bishop is now loading sugar for Messrs. H. Hackfeld & Co. at the Esplanade.

The tern Hera is discharging lumber just above the Oceanic wharf.

The Norwegian bark P. C. Peterson is loading sugar for San Francisco.

The bark Sonoma, with a large cargo of sugar, sailed yesterday for San Francisco.

The bark Ceylon has commenced taking in sugar for San Francisco.

The missionary barkentine Morning Star is now fully due.

On Saturday the fine new barkntine S. N. Castle went on the railway to receive a coat of copper paint, after which she will load sugar for San Francisco.

The barkentine Eureka, tern W. S. Bowne, brig Consuelo and barkeutine Mary Winkelman are fully due from the Coast.

The German bark Hydra is 40 days out from Hongkong for this port, with Chinese goods, consigned to Wing Wo Chan & Co.

The American bark Hattie S. Bangs was on the berth at Hongkong, February 1st, loading for Honolulu.

By the Allie Rowe news was heard of the Morning Star. All well, and may be looked for soon.

The City of Rio de Janeiro, which arrived on Sunday evening from San Francisco, sailed yesterday morning at 7 o'clock for Yokohama and Hongkong, taking a number of Chinese and Japanese passengers.

The City of New York, of the Pacific Mail, is advertised in the San Francisco papers to call at Honolulu, en route to Hongkong, and may be looked for here about April 2d.

The coasting steamers arriving on Sunday morning were filled to their utmost capacity with sugar—the Kinau leading off with 13,561 bags; the Likelike, 8,343 bags; Mikahala, 5,122 bags; Kilauea Hou, 4,100 bags; Moi Wahine, 2,080 bags; steamer J. A. Cummins, 1,012 bags; Mokolii, 600 bags; Jas. Makee, 2,687 bags.

The steamers Kinau and Likelike both sail for windward ports to-day. The latter will extend her trip to Mahukona.

The Mikahala sails to-day for Nawiliwili, Kolos and Waimea, Kauai.

PORT OF HONOLULU.

Arrived.

TUESDAY, March 8.

Wh bk Hunter, Jenks, for cruise
Stmr W G Hall, Bates, from Hawaii and Maui
Schr Luka, from Hamakua
Schr Waiehu, for Waianae

WEDNESDAY, March 9.

S S Australia, Houdlett, from San Francisco
Stmr J A Cummins, Neilson, from Waimanalo
Stmr Waimanalo, Underwood, from Waianae
Stmr Jas Makee, Campbell, from Kauai
Schr Lihoiho, from Koloa
Schr Mary E Foster, from Lahaina

THURSDAY, March 10.

Stmr Waialeale, Weir, from Kauai
Schr Ehukai, from Waialua
Schr Catarina, from Kauai

FRIDAY, March 11.

S S Alameda, Morse, from the Colonies
Stmr J A Cummins, Neilson, from Koolau
Stmr Mokolii, McGregor, from Molokai
Stmr Waimanalo, Underwood, from Waianae
Schr Kaukeaouli, from Kohala
Schr Wailele, from Kaua

SATURDAY, March 12.

Stmr Mokolii, McGregor, from Molokai and Maui
Schr Kulamanu, from Kohala

SUNDAY, March 13.

S S City of Rio de Janeiro, Seabury, from San F
Brig Allie Rowe, Phillips, from New Hebrides
Stmr Kinau, Lorenzen, from Maui and Hawaii
Stmr Mikahala, Hall, from Kauai
Stmr Likelike, Davis, from Maui
Stmr Kilauea Hou, Cameron, from Hawaii
Stmr Jas Makee, Campbell, from Kauai
Schr Manuokawai, from Koolau
Schr Kawailani, from Koolau
Schr Waiole, from Kaua
Schr Canute, Swinton, from Hilo
Schr Moiwahine, Staples, from Koholalele
Schr Rainbow, from Koolau

Sailed.

TUESDAY, March 8.

Stmr Kinau, King, for Hawaii and Maui
Stmr Surprise, Weisbath, for Paia
Stmr C R Bishop, Cheney, for Kauai, etc
Stmr Kilauea Hou, Cameron, for Hamakua
Stmr Mikahala, Hall, for Kauai
Schr Mile Morris, for Ewa
Schr Sarah & Eliza, for Koolau
Schr Rainbow, for Koolau
Schr Rob Roy, for Koolau
Schr Nettie Merrill, Crane, for Lahaina

WEDNESDAY, March 9.

Wh bk Hunter, Jenks, for cruise
Schr Luka, for Kohala
Schr Mana, for Honuaula
Schr Kawailani, for Koolau
Schr Kaululua, for Waianae
Schr Emma, for Kauai

THURSDAY, March 10.

Bktne Forest Queen, Winding, for San Francisco
Stmr J A Cummins, Neilson, for Waimanalo
Stmr Jas Makee, Campbell, for Kauai
Stmr Waimanalo, Underwood, for Waianae
Schr Waiehu, for Waianae
Schr Rob Roy, for Koolau
Schr Mary E Foster, for Lahaina

FRIDAY, March 11.

Stmr W G Hall, Bates, for Maui and Hawaii
Schr Ehukai, for Kusu

SATURDAY, March 12.

S S Alameda, Morse, for San Francisco
Bk Martha Fisher, Buckingham, for Portland, Or
Bk Zoila, McKay, for Port Townsend
Wh barks Fleetwing; Lancer, Whitesides; Wm Bayliss, Mantross; Wanderer; Reindeer, Cowan; Northern Light, for the Arctic
Stmr Lehua, Clarke, for Hamakua and Hilo

MONDAY, March 14.

S S City of Rio de Janeiro, Seabury, Hongkong
Bktne Ella, Rust, for San Francisco
Stmr Waialeale, Weir, for Kauai
Stmr Ewa, Hughes, for Ewa
Stmr Surprise, Welsbath, for Paia
Stmr C R Bishop, Chaney, for Kauai
Stmr Mokolii, McGregor, for Molokai and Maui
Stmr J A Cummins, Neilson, for Waimanalo
Stmr Waimanalo, Underwood, for Koolau
Schr Haleakala, for Pepeekeo
Schr Manuokawai, for Koolau
Schr Kaukeaouli, for Kohala

Vessels in Port.

Bk Sonoma, Howes
Bk P C Peterson, Browne
Bk Glengaber, Rolleston
Bk C R Bishop, Walters
Bktne Klikitat, Cutler
Bktne S N Castle, Hubbard
Bk Velocity, Bolster
Bk Kalakaua, Armstrong
Tern Hera, Clossen
Bk Ceylon, Calhoun
S S Australia, Houdlett
Brig Allie Rowe, Phillips

MEMORANDA.

Report of Steamship Australia—Left San Francisco March 2d, at 2:40 p m; strong SW breeze first twenty-four hours, thence to Lat 29° N strong ENE breeze with heavy rain squalls; picked up moderate trades in Lat 29° N, which we carried to port. Received Honolulu pilot at 11:30 a m, March 9th. 850 tons cargo and 67 passengers. March 4th, infant daughter of J. de S. Dias, a passenger, died of capillary bronchitis, and was buried at sea March 5th.

Report of Steamship Alameda, Morse, Commander.—Sailed from Sydney Feb 23, at 4:27 p m; discharged pilot at 4:37; stopped for Auckland pilot Feb 27 at 1:34 p m, 3 days 20 hours; sailed from Auckland Feb 28 at 6:05 p m; discharged pilot at 7 p m; stopped off Tutuila Mar 4 at 2:40 p m, sailed thence 3:17 a m; stopped for Honolulu pilot March 11 at 4:06 p m; March 4 at 2 a m, passed the Steamship Mariposa; experienced moderate head winds and fine weather; eleven days 10 hours, 54 min from Auckland.

PASSENGERS.

ARRIVALS.

From San Francisco, per Australia, March 9—Capt M A Baker, M Francis, C H Richardson, J W Sebley and wife, J T Waterhouse and wife, J N S Williams, J G Baker, J D Brooks, H M Gifford, Capt B Coghan, F S Bryant, H G Hovey, C C A Longfellow, J H Park, F E Nichols, M L Mowry, C H Prior and son, A S Kirk, B E Kinsley and wife, A L Stetson, O J Taylor, Mrs J Pierce and children, Miss M Pierce, C F Perkins, J V Braley, F C Gifford, S Sachs, Sr, E Peterson, S B McLenegan and wife, H H McLenegan, S S Leary, Miss M Bennett, F R Murphy, and 27 in the steerage.

From Waianae, per Waimanalo, March 8—Hon H A Widemann, Mr Kalia and wife, and 20 deck.

From Hawaii and Maui, per W G Hall, March 8—G W C Jones, A Sinclair, F W Damon, F J Turner, Mrs C J Hardee and child, A Smith, Kia Nahaolelua, Rev H Isenberg, Rev A O Forbes, Mrs Fisher and child, W L Bond, L Hinkston, Miss Hunt, Mrs E Leclair and child, Mrs M Makalua, J E Miller, E M Jones, and 81 deck.

From the Colonies, per Alameda, March 11—Mrs Stephenson, Mr Alexander and wife, J F Livingston, Mrs Grane, A Wells.

From Hawaii, per Iwalani, March 11—F A Schaefer, and 18 deck.

From Kauai, per C R Bishop, March 11—T Blackie, T Tasher, and 20 deck.

From San Francisco, per City of Rio de Janeiro, March 13—Jas Davis, and 4 Chinese; 94 Chinese in transitu.

From Kauai, per Mikahala, March 13—F Gay, F Sinclair, Miss Gay, Miss Fredenberg, A Johnson and wife Mrs M S Rice, C G Berger, W H Dimond, W D Schmidt, C B Hofgaard, L Kaltofen, C Brito, T B Auerbach, and 48 deck.

From Maui, per Likelike, March 13—Yang Hee, L A Dickey, Miss Chapin, Mrs Akolako and daughter, Hon H Kulhelani, M Reuter and wife, and 64 deck.

From Hawaii and Maui, per Kinau, March 13—Maj W H Cornwell, Hon J L Kaulukou, J R S Lake, H N Langford, C S Kynnersley and wife, H Gunn, W H Bellows, Hon Dr J Wight, R Hind, Geo Renton, Apana, W F Townsend, G E Ward, A Young, Mrs J Tavernier and child, Mrs Chung Lung and 2 servants, Maj J T Baker, Mrs E W Barnard, Papalimu, and 61 deck.

DEPARTURES.

For Kauai, per Mikahala, March 8—Her Ex Governess Lanihau and servants, Mr Opeka, F Wilhelm, T P Spencer, Rev E S Timoteo, and 70 deck.

For Maui and Hawaii, per Kinau, March 8—His Ex Gov. R H Baker, wife and daughter, Rev W H Barnes, W P A Brewer, Mrs Kuamoo, Miss H Kamaiopili, E Lycan, E A Bielenberg, Mr McLaughlin and wife, Mrs S E Kaine, J S Beckwith, Mr Barthoff, W Bree, W H Halstead, J W Moanauli and wife, Miss A Biers, Capt J W Kaai and wife, Mrs H G Treadway and child, C Afong, C K Stillman, and 66 deck.

For Kahului, per Likelike, March 7—Hon J L Kaulukou, Brother Bertram, H P Baldwin, Hon H Kaluelapi, F Scholtz, W Shane, and 50 deck.

For San Francisco, per Forest Queen, March 10—Col S Norris, C H Scholtz, R Hansen, Mrs Hansen, J Getten, H Henssin.

For San Francisco, per Alameda, March 12—Mrs J B Sutton, Miss McCombe, M L Mowrey, F B Jagger, O Mowry, A Sunter, M Adelsdorfer, R Williams, F E Churchill, E C Newell, L Hinkston, Mr Shory, T S Lea, A M Smith, T Horan, and 9 steerage; 144 passengers in transita.

For Maui and Hawaii, per W G Hall, March 11—Maj W P Lumaheihei, Hon J T Parker, Mr Burnsfield, Mrs Davis, Mrs Haalelea Coney, Mrs T W Everett, D W Carey, J A Hing, and 25 deck.

MARRIED.

MARKS—HOFFNUNG—On February 1st, at the West London Synagogue, by the Rev. Prof. D. W. Marks, father of the bridegroom, assisted by the Rev. Isadore Harris, CLAUDE LAURIE MARKS, of 13 Cauffield-gardens, N. W., to CARRIE, eldest daughter of A. Hoffnung, Esq., Hawaiian Charge d'Affairs, of 36 Redcliffe Square, London, S. W.

DIED.

CHRISTIAN—In Honolulu, February 25th, HONORAH MCDONALD, wife of Capt. A. Christian. Born May, 18, 1851, Boston, Mass.

☞ San Francisco and Boston papers please copy.

BOLLES—In this city, March 13th, 1887, at the residence of his brother-in-law, Mr. John H. Paty, at 11 o'clock P. M., BENJAMIN FRANK BOLLES, a native of New London, Conn., U. S. A., aged 43 years, 11 months and 15 days.

SUPREME COURT DECISION.

(Continued from page 1.)

honest. Such an expression is calculated to prejudice the tribunal which was to try defendant's case, and render it unfavorable to him. The case before us does not disclose a grave instance of contempt and does not call for a marked punishment, but that it does fall within the principles we have adopted above, is clear.

It is no defense that other newspapers had already published comments reflecting on the plaintiff's action in this case and that in the spirit of "fair play" which it is said is a characteristic of a "free press," the "other side of the question" was written. Whenever our attention is called to publications which in the discretion, which the Court is bound to exercise temperately and wisely, appear to be calculated to have a prejudicial effect upon the rights of parties in cases pending in our Courts, we are bound to notice them, as tending to prevent the even flow of justice and punish them as contempts. As the case before us is the first instance of constructive contempt of this character brought to our notice, and as the case is not a serious one, we impose no fine. The judgment of the Court is that the respondents are guilty of a contempt of Court and must pay costs, which are taxed at $5.

Asford & Ashford for the Rule; the Respondents in person.

Honolulu, March 12th, 1887.

Dissenting Opinion of Mr. Justice McCully.

The first Hawaiian statute relating to contempt is found in the Act to Organize the Judiciary Department, enacted September, 1847, Sec. 7 of Chap. 4[illegible]. It provides that the said Courts, being courts of record, have power to punish summarily any person guilty of the following acts: six classes of acts are enumerated. The maximum penalties are fixed, and there is a proviso that persons punished for contempt under any of these provisions shall, notwithstanding, be liable to indictment for such contempt, if the same be an indictable offense.

This Act was expressly repealed by Section 1491 of the Civil Code, May 17, 1859, but had been amended by implication by the provisions of the Penal Code, first enacted June 21, 1850, in Sec. 18 of Chap. 30, which somewhat more fully and particularly enumerates acts of contempt which, on conviction in a jury trial, may be punished by certain penalties. It also provides that every judicial tribunal, acting as such, may punish contempts by summary proceeding, upon a scale of penalties, differently prescribed, to the different Courts.

The Civil Code (1859) has a chapter, XXIV., entitled "Of Contempts." It provides for the summary punishment of contempt, with a scale of punishments, which may be imposed by the Supreme Court, Circuit Court, Circuit Judge, District Justice, etc. No definition or description of acts which may be considered contempts is given in this chapter. The penalties are slightly varied from those prescribed in Chap. XXX. of the Penal Code of 1850, but otherwise it is a re-enactment in the Civil Code of the provision in the Penal Code for summary punishment of contempt, omitting, however, the enumeration of acts which are contempt, and the provision for trying such by jury, and the penalty following such conviction. But it adds to the statutes upon contempt by Section 1097 that persons punished summarily shall also be liable to indictment for the same misconduct, if it be an indictable offense, the Court, in passing the second sentence, to take into consideration the previous penalty, and by Section 1098 the provision that when the contempt consists in the omission or refusal to perform an act which is yet in the power of the party to perform, he may be imprisoned until he have performed it.

The last legislation is the enactment of the new or Compiled Penal Code, 1870, which retains the description of offenses, and subjoins the 24th chapter of the Civil Code, in place of the former list of penalties for contempt punished summarily, with also Sections 1097 and 1098.

It appears from this statement of the statutes that we have always had a statute describing acts which are contempts of Court, and providing for the summary punishment of them, and, in addition, that when they are indictable offenses, they may also be presented on indictment, and further punished.

The view taken by the Court is that there may be also other acts not prescribed in the statute which may be held and punished for contempts under the common law power of the Court, and that this is intimated by Section 1097 in the phrase "persons punished according to the provisions of this chapter, shall also be liable to indictment for the same misconduct, if it be an indictable offense."

My construction of this is, that persons who have been punished summarily, which is what this chapter prescribes, may also be proceeded against by indictment, and that the offenses, not being defined in this chapter, for which a penalty may be imposed summarily, are those which are described in the statute which enumerates contempts, and no others.

Section 1098, which allows a conditional term of imprisonment, does not seem to me to authorize an enlargement of cases beyond the statute; it merely providing this new mode of penalty for cases in the statute which it might apply to—for instance, "refusal to answer as a witness," or "refusal to answer legal and proper interrogations," "willful disobedience of any lawful process or order."

If we were without statutes prescribing for contempt, the Court might be left to its inherent power of self-protection, and would probably find its rules in the common law authorities.

This is only conjectural. The need of such a power in the Courts was recognized from the beginning by statutes granting that power, and I am unable to assent to the conclusion of the Court that, besides the expressly enumerated acts of contempt, the Court can hold other acts to be contempts, and subject summarily to penalties of fine, imprisonment, or both. This Court has often had occasion to hold that the common law, *eo nomine* and *proprio vigore*, did not exist here.

The terms of Section 18 of Chapter 29 of the old Penal Code, being Chapter 30 of the new Penal Code, in describing contempts, are definite and not general. Says Broom, in commenting on the maxim, *expressio unius est exclusio alterius*: "It sometimes happens that in a statute, the language of which may fairly comprehend many different cases, some only are expressly mentioned, by way of example merely, and not as excluding others of a similar nature. Sometimes, on the contrary, the expressions used are restrictive, and intended to exclude all things which are not enumerated."

The citation made by the Court of that part of the statute which concerns contempts by newspaper publication, it will be seen contains no general provision for "like or similar" cases, and in the view of the Court, cannot be extended to the case before us. With great respect, I dissent from the view that cases of publication, not coming within the statute, can be treated as contempts."

Upon the newspaper article under consideration I will only say, in addition to the view of the Court that there is no animadversion on evidence in a pending trial that I regard the sentence "it is best to be *square*" as applying not to the merits of the pending trial, viz: the question whether Congdon was or was not justly indebted for the whole bill of freight, but to the proceeding of the arrest, which was a measure taken to procure his attendance at the trial, or to obtain security for any judgment which might be gained—a proceeding which is applicable to any debtor about to leave the Kingdom.

March 12, 1887.

A Final Decision.

The Supreme Court in Banco, on Thursday rendered a final decision in the libel case between the Pacific Navigation Co. and S. C. Allen, owners respectively of the steamer J. I. Dowsett and schooner Moiwahine. The Court holds the schooner blameless in her maneuvers when a collision was inevitable, and censured the steamer J. I. Dowsett for not keeping a proper lookout in the Molokai channel where vessels might be met with at any moment. The decision was written by Preston, J.

Serious Accident.

Mr. William Dildine, who has charge of the Pantheon stable hacks, met with a serious and painful accident on Wednesday morning last, about 2 o'clock. Dildine, in company with another young man, occupy a room above the two-story structure on Hotel street, the balance of which is used as a loft for the storage of hay, with a large hatch, which is usually left open, and of the locality of which Dildine was aware of. Having occasion to get up at the above hour, and while feeling about in the dark to avoid the hatchway, accidentally fell through to the hard ground below, a distance of twelve feet, sustaining severe injuries to his spine, from which it is extremely doubtful if he will recover. His moaning attracted the attention of one of his assistants, who immediately had Dildine removed to Mr. Ables' residence across the way, and summoned Drs. Trousseau and Brodie to his aid, who administered restoratives to the patient, who rested quietly until about 8 o'clock Wednesday morning, when it was decided to remove him to the Queen's Hospital, where he would receive the best of nursing and medical care. It was found that Dildine's injuries were mainly confined to the spine, and the worst fears are entertained for his recovery.

Dildine is a young man, aged 24, and is universally respected by all who had the pleasure of his acquaintance. His parents reside in Portland, Oregon.

The Hospital Tax.

One always has to go abroad for news. From the San Francisco *Daily Report* it is learned that Mr. Spreckels wrote to the Hawaiian Minister of Foreign Affairs, and the nature of the reply is learned from the following interview, which is published in the *Report*:

Mr. Spreckels said: "His Excellency Mr. Gibson, Minister of Foreign Affairs at Honolulu, acknowledged the receipt of my letter very courteously, and said that he would inquire into the matter carefully, but that he could not take any definite action until after hearing the full particulars, and looking into the law bearing upon the subject."

"In the meantime, I suppose," said the *D. R.* reporter, "the sailors must contribute toward the support of McKinley and the Hawaiian Government Hospital, from neither of which they derive any benefit?"

"Not for the present," replied Mr. Spreckels, "as I have given instructions that these hospital fees shall not be paid over to the Consul here until the vexed question is settled. In the meantime I propose to hold the money for the men and to use every endeavor to get fair play for those who are working for me. The amount in question is not very large for each trip, but there is a grave principle involved. The sailors of the Hawaiian mercantile marine might next be told that they had to pay a tax to support the Hawaiian men-of-war or for the improvement of their roads and bridges. One is just as fair as the other. I think, however, that everything will be satisfactorily settled, and that within a few weeks I shall get word to that effect."

New Advertisements.

Notice to the Public!

HAVING SECURED THE SERvices of MR. J. M. OAT, as General Purchasing Agent, I shall in future be prepared to fill all orders in our line particularly, or any special orders, with the assurance that Mr. Oat's personal attention will be given to the selection and purchase of all articles ordared.

1144 3m J. H. SOPER.

Notice to Creditors!

HAVING BEEN APPOINTED by the Supreme Court, Executrix of the last will of Johann Heinrich Wicke, late of Honolulu, deceased, I hereby notify all creditors of the deceased to present their claims duly authenticated and with proper vouchers, if any exist, even if the claim is secured by mortgage upon real estate, to me at my residence on Alakea street in said Honolulu, within six months from this date.

JOHANNE WICKE.

Honolulu, Feb. 23d, 1887. 1154 4t

C. E. RICHARDSON. S. L. COAN.

Dissolution of Partnership.

OWING TO THE DEATH OF Mr. S. L. Coan, of the firm of Richardson & Coan, the partnership heretofore existing between C. E. Richardson and S. L. Coan, is dissolved. All debts due the late firm of Richardson & Coan, must be paid to the undersigned without delay, or they will be put into the hands of an attorney for collection. The undersigned will also settle all debts due by the late firm of Richardson & Coan. C. E. RICHARDSON.

Hilo, March 1st, 1887. 1156 4t

Mortgagee's Notice of Foreclosure.

IN ACCORDANCE WITH A power of sale contained in a certain mortgage made by Barenaba Beniamina to Makaleka Robinson, both of Hilo, Hawaii, and dated the 1st day of November, A. D. 1884, and recorded in Liber 91, pages 313 and 314, in the office of the Registry of Conveyances; it is my intention to foreclose said mortgage and sell the property mortgaged, on account of the conditions broken.

(Signed) MAKALEKA ROBINSON.

Hilo, Hawaii, March 3d, 1887.

Enquire of E. G. HITCHCOCK, Attorney for mortgagee. 1156 3t

Administrator's Notice!

THE UNDERSIGNED HAVing been duly appointed by the Honorable F. S. Lyman, Judge of the IIIrd Judicial District, Administrator of the Estate of S. L. Coan, of Hilo, Hawaii, deceased, all persons having claims against the estate are hereby notified to present the same duly verified, to the undersigned within six months from date hereof, or be forever barred; and all persons indebted to the said estate or having any property belonging to the estate, in their possession are requested to make immediate settlement with the undersigned.

E. G. HITCHCOCK,

Administrator of the Estate of S. L. Coan.

Hilo, Hawaii, March 3d, 1887. 1156 3t

LIST OF LETTERS!

REMAINING IN THE GENERAL POST OFFICE, Honolulu, February 28th, 1887.

Arlington, Lilian W	Angele, Miss A
Andersson, Otto	Andreason, Hans P
Beck, E	Burgett, Ira
Bennett, G W	Bunholm, Mr
Baker, Geo	Barker, Geo
Benedict, Clarence W	Barnes, Miss J C
Bramball, Wm. J	Bittan, Wm
Crowell, D	Czah, H
Chaves, Miss H.	
Dienhard, Mr	Dallas, A C
Dorman, C A—M D	
Eleen, Miss Emma	Eklund, Ned
Everett, E V	
Fitzgerald, Ed F	Flores, M C
Forrest, Mrs A	Freisee, Geo
Fassmann, Antone	
Hinton, W S	Huston, Chas
Harper, Miss F K	Hinkston, L—(3)
Hansen, Harry	Hansen, Miss J—(6)
Harvest, James	Hopps, N
Jiminez, P	
Klopf, J K—(2)	Kittel, G
Kuh, Gus	
Lilherland, F—(3)	Leonard, Mr
Livingston, Levi	Louis, Peter
Luers, Joashim	
Meller, E F	Marks, Louis
Markymardt, W	Marchant, J C
Miller, P L	McLane, M G
Moessner, August—(3)	McMillan, Dr A J
McCabe, John	McLane, Mrs M
Mitchell, J W	M F G & Co
Oliver, Richard	Oestreich, John
Parker, C H	Perry, J
Pestana, J	
Ring, Mrs J A	Radway, J C—(3)
Stevens, Mrs F	Sheridan, O
Strauch, S	Smith, Leroy E
Turrill, F	Trincano, Ed A
Taylor, Mrs W	
Urcela, Maria	
Velling, Carl	
Weddick, J Dr—(3)	Williams, T H
Wade, Geo M	

REGISTERED.

Breman, Chas	Fitzpatrick, J M
Hansen, Miss J	Hosle, James
Dobson, Henry	Heuser, Hugo
Grane, Fr	Jeffries, W & Co
Nicolas, Manuel	Krahn, Albert

Parties inquiring for letters in the above list will please ask for "Advertised Letters."

1156 2t F. WUNDENBERG, P. M. G.

New Advertisements.

W. S. LUCE,

Wine and Spirit Merchant,

Campbell's Fire-proof Block, Merchant St.,

HONOLULU, H. I.

OFFERS FOR SALE:

ALES, WINES AND SPIRITS!

AT THE LOWEST MARKET RATES.

HAS JUST RECEIVED FROM EUROPE PER "MARTHA FISHER" AND "GLENGABER," A FINE ASSORTMENT OF

WINES, BRANDIES, GINS, Etc., Etc

Ross's Royal Belfast Ginger Ale!

A FRESH INVOICE OF THE CELEBRATED

"Solera" Sherry; "Key" Brand Gin

In Large and Small White Bottles.

Being Sole Agent for the Celebrated firm of

S. LACHMAN & CO., Wine Dealers, San Francisco, California, Is sufficient guarantee as to the

Very Superior Quality of His

CALIFORNIA WINES!

Special attention is called to his fine assortment of

Liqueurs, Champagnes,

1156 Etc., Etc. 3m

PACIFIC HARDWARE CO., Limited,

(Successors to Dillingham & Co. and Sam'l Nott,)

FORT STREET,

IRONMONGERS.

Large Invoices of New Goods Just at Hand

Comprising new and Staple Lines

Hardware, Agricultural Implements, Tools, Lubricating Oils and Compound, Kerosene Oil, Paints, Oil, Turpentine, Varnishes, Fence Wire and Staples, Silver Plated Ware, House Furnishing Goods, Agate Ware, Tinware, Stoves and Ranges,

Chandeliers, Lamps & Lanterns, Powder,

1156 Shot and Caps, Wire Cloth, Etc., Etc. 3m

New Advertisements.

Mortgagee's Notice of Intention to Foreclose and of Sale.

IN ACCORDANCE WITH A power of sale contained in a certain mortgage made by Kaai (w) and Kealoha Maui, her husband, of North Kona, Island of Hawaii, to John D. Holt, dated 4th day of December, 1882, recorded in the office of the Registrar of Conveyances, in liber 77, on folios 106-7, and assigned to A. J. Cartwright, Jr., by deed of assignment dated 18th of September, 1883, and recorded in liber 82, folios 438-440, notice is hereby given that said mortgagee intends to foreclose said mortgage for condition broken, to-wit, the non-payment of both principal and interest when due, and upon said foreclosure will sell at public auction, at the sales room of E. P. Adams & Co., in Honolulu, Island of Oahu, on SATURDAY, the 9th day of April, 1887, at 12 m. of said day, the premises as described in said mortgage as below specified.

Further particulars can be had of J. M. Monsarrat, attorney at law.

A. J. CARTWRIGHT, JR.,
Assigaee of Mortgagee.

Honolulu, March 8, 1887.

The premises to be sold are: All those tracts and parcels of land situate at Holualoa Elua, North Kona, Island of Hawaii, containing an area of 3 acres 456 30-100 square fathoms, and being the same premises more particularly described in Royal Patent No. 4,427, L. C. Award 7,804, to Kaluhimoku, and that were conveyed by said Kaluhimoku to the said Kaai by deed dated January 29, 1876, and recorded in liber 77, folio 105. 1156 4t

Mortgagee's Notice of Intention to Foreclose and of Sale.

IN ACCORDANCE WITH A power of sale contained in a certain mortgage made by J. Makaila, of Kaaawa, Koolaulos, Island of Oahu, to A. J. Cartwright, Trustee of the Estate of R. W. Holt, dated 23d day of May, 1884, recorded in the office of the Registrar of Conveyances, in Liber 90, on folios 36 and 37. Notice is hereby given that said mortgagee intends to foreclose said mortgage for condition broken, to wit: the non-payment of both the principal and interest when due and upon said foreclosure will sell at public auction, at the salesroom of E. P. Adams & Co. in Honolulu, Island of Oahu, on SATURDAY, the 9th day of April, 1887, at 12 M. of said day, the premises as described in said mortgage as below specified.

Further particulars can be had of J. M. MONSARRAT, Attorney at Law.

A. J. CARTWRIGHT,
Trustee of the Estate of R. W. Holt,
Mortgagee.

Honolulu, March 8th, 1887.

The premises to be sold are: All those certain pieces or parcels of land situate at said Kaaawa, containing an area of 2 56-100 acres and being the same premises more particularly described in Royal Patent No. 267, L. C. Award No. 3,959, to Niho, and that were conveyed to said mortgagor by said Niho, by deed dated the 24th of September, 1877, and recorded in the office of the Registrar of Conveyances in said Honolulu, in liber 51, folio 264. Taro land and kula near the Government road. 1156 4t

NOTICE—The best place in San Francisco for Furnished Rooms is at the CENTRE HOUSE, 719 Market street, next to Bancroft building.

L. J. REED, Prop.

☞ Formerly of Hawaiian Islands. 1148 3m

New Advertisements.

Mortgagee's Notice of Intention to Foreclose.

NOTICE IS HEREBY GIVEN that pursuant to a power of sale contained in a certain mortgage deed, dated the 19th day of August, 1882, made by W. L. Wilcox, of Honolulu, Oahu, to Thomas Brown, late of Honolulu, deceased, and of record in Liber 75, on pages 307, 308 and 309, and for a breach of the conditions in said mortgage deed contained, to wit: the non-payment thereof, that all and singular the lands, tenements and hereditaments in said mortgage deed contained and described will, after the time limited by law, be sold at public auction on account of the breach of the conditions as hereinbefore mentioned.

The property in said mortgage deed described being situate at Kalihi, Island of Oahu, and more particularly described in Royal Patents 148 and 3503, and containing an area of two and a half (2½) acres, more or less.

MARY ANN BROWN,
Executrix Estate of Thos. Brown, deceased.
Dated Honolulu, March 8th, 1887. 1156 4t

Mortgagee's Notice of Intention to Foreclose.

NOTICE IS HEREBY GIVEN that pursuant to a power of sale contained in a certain mortgage deed dated the 18th day of April, 1881, made by Emma Defries and Henry Defries her husband, of Honolulu, Oahu, to Thomas Brown, late of Honolulu, deceased, and of record in the office of the Registrar of Conveyances in Liber 69, folios 376, 377 and 378; and for a breach of the conditions in said mortgage deed contained, to wit: the non-payment thereof, that all and singular the lands, tenements and hereditaments in said mortgage deed named and described will, after the time limited by law, be sold at public auction on account of the breach of the conditions as hereinbefore mentioned.

The property in said mortgage deed described being situate on King street, at Leleo, in said Honolulu, and containing 38-100 of an acre.

MARY ANN BROWN,
Executrix Estate of Thos. Brown, deceased.
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