

OCEAN TIME TABLE. Arriv Honolulu from S. Fran. Leave Honolulu for S. Fran. LOCAL LINE-S. S. AUSTRALIA. THROUGH LINE-SAN FRANCISCO, HONOLULU, SAMOA, AUCLAND AND SYDNEY.

Meteorological Record. BY THE GOVERNMENT SURVEY, PUBLISHED EVERY MONDAY. TABLE with columns for Day, Wind, Rain, etc.

Tides, Sun and Moon. BY G. J. LYONS. TABLE with columns for Day, High tide, Low tide, etc.

SHIPPING INTELLIGENCE. ARRIVAL. MONDAY, April 17. SCHR MOIWAHINE from Hamakua. SCHR LAKELOKE from Hawaii. SCHR MAHIMAHU from Waianae.

THURSDAY, April 20. Stmr James Makee, Haglund, for Kapa. Stmr Kaala, Gahan, for circuit of Oahu. Stmr J A Cummins, Neilson, for Koolau.

FOREIGN VESSELS EXPECTED. Vessels. Where from. Date. Ger bk G N Wilcox. Liverpool. July 4-10.

PASSENGERS. ARRIVALS. From Waianae, per stmr C R Bishop, April 18-H A Widemann.

DEPARTURES. For Maui, per stmr Claudine, April 18-Mrs W G Hall, Simerson, for Maui and Hawaii.

EXPORTS. For San Francisco, per schr Robert Lewers, April 18-H Hackfeld & Co, 14,985 bags sugar.

BORN. WRIGHT-At Pauoa Valley, April 18th, 1893, to the wife of Elias K. Wright, a son.

MARRIED. PEREIRA-CABRAL-At the Roman Catholic Church by Rev. Father Clement, on Saturday April 22, Manoel J. Pereira of Waimea, Kauai, to Miss Christina C. Cabral of Honolulu.

In the Supreme Court of the Hawaiian Islands. MARCH TERM, 1893. THE QUEEN VS. AH HUM. BEFORE JUDGE, C. J. BICKERTON AND FREAR, JJ.

The defendant had been convicted in July last of a violation of Chapter 41 of the Laws of 1886 relating to gaming, and appealed. In the Circuit Court, First Circuit, to which the appeal went for trial, he moved to dismiss the charge on the ground that the Act of 1886 had been repealed by the Lottery Bill of January 13th last and specifically by Act 21 of the Legislature of the Provisional Government on March 7th last.

OPINION OF THE COURT BY JUDGE, C. J. On the 15th of July, 1892, the defendant was convicted in the Police Court of Honolulu of violating Section 3, Chapter 41, Laws of 1886, by managing or conducting or assisting in the managing or conducting of a lottery known as Che Fa, on the 10th of July last. He appealed, and on the 23rd of February last he moved the Circuit Court, First Circuit, to dismiss the charge made against him on the ground that there is no law in force under which he can be prosecuted.

It is contended by defendant's counsel that the provisions of neither of these two sections are sufficient to now authorize a trial and conviction under the repealed law of 1886. We hold, following the case of the United States vs. Reisinger, 128 U. S. Rep., 401, that "under the general principles of the common law, the repeal of a penal statute operates as a remission of all penalties for violation of it committed before its repeal, and a release from prosecution thereafter said repeal, unless there be either a clause in the repealing statute, or a provision of some other statute, expressly authorizing such prosecution."

Without doubt if the repealing Act discloses the manifest intention of the Legislature, that notwithstanding a general saving statute, all prosecutions under the repealed Act should thereafter be at an end, the particular intention must prevail. It is objected to this giving effect to general statutes of this character that one Legislature has not the power to bind a subsequent one; but a general saving statute is regarded as a sort of "legislative by-law" which the Legislature is supposed to keep in mind when repealing penal laws. Many or most of the saving statutes of other jurisdictions have in addition to words like the Hawaiian statute, the further declaration that the prosecution in pending cases may continue under the repealed law as if it were not repealed.

What was the intention of the Legislature in enacting Section 23 of the Civil Code and Section 12 of "Act 21"? These statutes mean that no prosecution for any offense committed in violation of the law then in force which prosecution was pending when the law was repealed shall be affected by the repeal, i. e., the prosecution shall not be affected by the repeal. If not affected by the repeal why should it not proceed? This must necessarily follow. A similar construction was put upon the Mass. Stat. by Gray, C. J., in Commonwealth vs. Desmond, 123 Mass., 407. The Court said the general statutes of Mass. established certain rules for the construction of repealing statutes and one of these was that the "repeal of an Act shall not affect any prosecu-

tion pending at the time of the repeal for an offense committed under the Act repealed," and the statute of 1876 which repealed the Act of 1874 did not affect the prosecution of the defendant which was pending when the statute of 1876 was passed. The exceptions were overruled and the conviction sustained. In California section 329 of the Political Code is as follows: "The repeal of any law creating a criminal offense does not constitute a bar to the indictment or information and punishment of an act already committed in violation of a law so repealed, unless the intention to bar such indictment or information and punishment is expressly declared in the repealing Act." And the Supreme Court of that State held in People vs. McNulty 93 Cal. 442, that under section 329 above quoted the defendant was to be punished under the law as it existed at the time of the commission of the crime of which he was convicted. In this case the law prescribing the punishment for the crime charged had been amended after conviction and before sentence was executed.

Where the method of procedure under the repealed law is changed by the new law different questions arise which need not be considered here as the procedure under the Act of 1886 is not altered by "Act 21." In the case before us the defendant will have to be prosecuted, and if convicted, punished under the Act of 1886. The motion to dismiss is overruled and the case sent to the Circuit Court, First Circuit, for trial at the next term. Attorney-General Smith for prosecution; Hartwell and Peterson for defendant. Honolulu, April 14, 1893.

Trouble in Store for One Woman. A Boston woman is having a serge dress made with thirteen pockets in it to wear at the World's Fair. How long will she have to look for her handkerchief or pocket-book when she wants either one?—Boston Transcript.

LEGAL ADVERTISEMENTS. IN THE CIRCUIT COURT. First Circuit of the Hawaiian Islands. In the matter of the Bankruptcy of LAM KAI WING of Honolulu. Order on Petition of Bankrupt for discharge.

IN THE CIRCUIT COURT. First Circuit of the Hawaiian Islands. In the matter of the Bankruptcy of M. F. SCOTT of Kailua, Kona, Hawaii. Order on Petition of Bankrupt for discharge.

CIRCUIT COURT OF THE First Circuit, Hawaiian Islands. In Probate in the matter of the estate of C. N. SPENCER of Honolulu, Oahu, deceased. A document, purporting to be the last will and testament of said deceased, having on the 28th of March, 1893, been presented to said Probate Court, and a petition for the Probate thereof, and for the issuance of Letters Testamentary to Annie Elizabeth Spencer having been filed by her.

NOTICE. DURING MY ABSENCE from this Kingdom, J. N. WRIGHT, Esq., of Honolulu, will act for me under power of attorney. JOHN WILSON, Attorney. Honolulu, April 22, 1893.

FINE MULES FOR SALE. IN THE LUMP. 14 FINE 14. FOUR AND FIVE YEARS OLD. CALIFORNIA MULES!

THE UNDERSIGNED HAVING been duly appointed administrator of the estate of MARIANO COMACHO or Camacho, all creditors of the deceased are hereby notified to present their claims duly authenticated and with the proper vouchers if any exist, even if the claim is secured by mortgage upon real estate, to the undersigned, at his office, in Honolulu, within six months from date or be forever barred, and all persons indebted to said estate are hereby requested to make immediate payment to the undersigned. J. ALFRED MAGOON, Administrator Estate Mariano Comacho. 3334-1 1472-54

LEGAL ADVERTISEMENTS. Mortgagee's Notice of Intention to Foreclose and of Sale. NOTICE IS HEREBY GIVEN that by virtue of a power of sale contained in a certain mortgage, dated the 24th day of October, A. D. 1891, made by MARIA TIAPORU, O. H. A., otherwise known as Maria, nee Samiedo of Honolulu, Island of Oahu, to J. M. Monsarrat, Trustee for Eliza P. Luce, recorded in the office of the Registrar of Conveyances, in Liber 132 folios 229-241, the said J. M. Monsarrat, Trustee as aforesaid, intends to foreclose said mortgage for a breach of the conditions in said mortgage contained, to-wit: the non-payment of the principal and interest when due.

Mortgagee's Notice of Intention to Foreclose and of Sale. IN ACCORDANCE WITH THE provisions contained in an indenture of mortgage dated March 19th, 1891, made by D. KEALOHA PAULOLE of South Kona, Island of Hawaii, to William C. Aehl of Honolulu, Kona, Hawaii, in Liber 129 pages 274, 275 and 276 in the Hawaiian Registry of Deeds, which said mortgage was duly assigned to Henry Smith, Trustee of said Honolulu on May 17th, 1893, Notice is hereby given that the undersigned intends to foreclose said mortgage for condition broken, to-wit, non-payment of the principal and interest.

Mortgagee's Notice of Intention to Foreclose and of Sale. NOTICE IS HEREBY GIVEN that by virtue of a power of sale contained in a certain mortgage, dated the 1st day of February, A. D. 1892, made by W. KALUNA of Honolulu, Island of Oahu, to J. M. Monsarrat, Trustee for Eliza P. Luce, recorded in the office of the Registrar of Conveyances, in Liber 132 folios 229-241, the said J. M. Monsarrat, Trustee as aforesaid, intends to foreclose said mortgage for a breach of the conditions in said mortgage contained, to-wit: the non-payment of the interest when due.

Mortgagee's Notice of Intention to Foreclose and of Sale. NOTICE IS HEREBY GIVEN that by virtue of a power of sale contained in a certain mortgage, dated the 1st day of February, A. D. 1892, made by W. KALUNA of Honolulu, Island of Oahu, to J. M. Monsarrat, Trustee for Eliza P. Luce, recorded in the office of the Registrar of Conveyances, in Liber 132 folios 229-241, the said J. M. Monsarrat, Trustee as aforesaid, intends to foreclose said mortgage for a breach of the conditions in said mortgage contained, to-wit: the non-payment of the interest when due.

ESTATE OF CORY E. COVILLE Deceased. THE UNDERSIGNED HAVING been duly appointed executor with the will annexed and Trustee of the Estate of Cory E. Coville, late of Makawao, Maui, deceased, all creditors of said deceased are hereby notified to present their claims duly authenticated to said executor on or before the 15th day of May, 1893, from this date or they will be forever barred, and all persons indebted to said estate are hereby notified to make immediate payment to the undersigned. W. F. POGUE, Executor of estate of Cory E. Coville. Dated Haleakala, Makawao, Maui, April 22, 1893. 1476-4

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Business Cards. WILDER'S STEAMSHIP CO.'S TIME TABLE. STMR. KINAU, CLARKE, Commander. Will leave Honolulu at 2 o'clock P. M., touching at Lahaina, Maunaloa Bay and Makana the same day; Mahukona, Kawaihae and Lanipohoe the following day, arriving at Hilo at midnight.

STMR. KINAU, CLARKE, Commander. Will leave Honolulu at 2 o'clock P. M., touching at Lahaina, Maunaloa Bay and Makana the same day; Mahukona, Kawaihae and Lanipohoe the following day, arriving at Hilo at midnight.

STMR. CLAUDINE, DAVIES, Commander. Will leave Honolulu every Tuesday at 5 o'clock P. M., touching at Kailua, Huelo, Hanalei, Hana, and Kipahulu, Maui, and Paunahou, Hawaii. Returning will arrive at Honolulu every Sunday morning.

MORTGAGEE'S NOTICE OF FORECLOSURE. PURSUANT TO A POWER OF SALE contained in a mortgage given by the Kawailoa Ranch Company, a corporation, to The Western and Hawaiian Investment Company, Limited, a corporation, dated June 27th, 1885, of record in the Hawaiian Registry of Deeds, in Liber 95, folios 212 and 215, given to secure the payment of \$20,000, according to the tenor of four promissory notes for \$5,000 each of even date with said mortgage, executed by said mortgagor, and payable to the order of said mortgagee, together with interest, at the rate of 8 1/2 per cent. per annum, the undersigned gives notice that it intends to foreclose said mortgage for condition broken, to-wit: non-payment of said notes when due, and will sell all of the property described in said mortgage or so much of the same as can be found, at the auction rooms of J. F. Morgan, in Honolulu, on MONDAY, the 1st day of May, 1893, at 12 o'clock noon.

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ITOYAN, NEAR CUSTOM HOUSE, HONOLULU. Imported and Dealer in Japanese Provisions, Dry Goods, AND EVERY LINE OF JAPANESE MANUFACTURE.

Girls from the Dressmaking Department of Kawaihae Seminary may be employed to go out sewing by the day or week to do plain dressmaking or sewing.