

sell and Fishel to buy 140 acres of land, that Turner did not own, or whether it was only the right to apply to the government for title to the 140 acres that was the subject of the agreement. If this last be true the court is not ordering specific performance of the contract made by the parties and if the former the agreement is not capable of being enforced.

There is nothing in the original agreement by which the court or any one else can determine with certainty whether Turner owns 200 acres, 140 acres or 60 acres, nor by what title he holds the land outside of the 60 acres held by right of purchase lease, nor where what he does own is located. Fishel says that he told Turner that "he had 160 acres of land up there" and Turner said that "he had 60 acres of land there." Whether "up there" and "there" refer to Hilo, Puna, Kona, Hamakua or to any place on the earth or above the earth the terms of the contract do not enlighten us.

What reference does the agreement make to "Lots 355, 356 and 357 Oloo," or in what way does the receipt identify the original agreement? There was nothing in the agreement, as given by Mr. Fishel, about obtaining a Patent, nor any thing from which one could infer that the title to the 140 acres—the subject of the contract—was at that time in the government. Turner referred to it as "my 140 acres" and Fishel did the same when he asked what will you take for "your 140 acres." Again no time being specified for the payment of the purchase price or the delivery of the deed. The presumption would arise that the deed was to be executed and delivered at once or within a reasonable time from the date of the contract and that all of the purchase price would be paid in cash on the delivery of deed. We learn from the opinion of the court that this was not the fact: that the purchase price was to be paid as Turner might demand it and that a deed was not to be delivered until after a patent for the land was issued to Turner at some indefinite and uncertain date in the future.

The opinion of the court says that "If all of the writings are signed it is sufficient if they all refer to the same oral agreement, and that whether they do refer to the same oral agreement or transaction may be determined by internal evidence and coincidences, through inspection and comparison." What "internal evidence" there may be in this receipt or the letter of January 27th to connect the one with the other, or either or both with the original agreement, I have been unable to discover either by inspection or comparison. I am led to the conclusion that it is absolutely necessary to resort to parol testimony in order to connect them.

It is doubtful if the terms of the original agreement as testified to by a plaintiff are sufficiently definite and certain to be the subject of a decree of specific performance in a court of equity provided they had been reduced to writing and signed by the party to be charged. This being true it is very difficult to understand how the court can take the receipt and letter—less definite and certain than the original agreement—and figure out an enforceable contract. It is clear to my mind that the receipt and letter do not contain all of the essential elements of the contract or of any contract; that considering these alone the chancellor cannot, without danger of mistake, make a definite decree; that to enable the court to figure out the terms of an intelligible contract a resort must be had to parol testimony to supply some of the material terms thereof and that to permit this is to permit the continuance of the very evil that the statutes of frauds was intended to prohibit and remedy.

I am firmly convinced that the decree of the Circuit Court appealed from ought to be reversed and the bill dismissed.

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NEW HAUNTS OF VICIOUS

Liliha Street is Infested With "Joints."

CAROUSING GANGS ARE WATCHED

The Police Keeping an Eye on the Swipes-Drinking Crowds.

The haunts of vice in Honolulu are spreading out gradually, fan-like, taking in districts which have hitherto been regarded as too far away from the center of the town to attract the evil-doers and law-breakers. The lower part of Liliha street, since it has become so Asiaticized, has attracted many of this class of ne'er-do-wells, with the result that the police recognize the fact that a constant patrol must be made on that street.

David Dayton, who resides on Liliha street above Kuakini, has reported to the police several times that lawless gangs were taking possession of many of the cottages on the Ewa side of the street and turning them into swipes-joints and places where quarrelsome men and women are wont to congregate. After his second report and a request of High Sheriff Brown to look into the matter, Captain Fox was detailed to create a beat in the vicinity of Mr. Dayton's residence to keep watch for the gangs.

Saturday nights seem to be favorites for the gathering of people who have made nights hideous for the respectable residents. Gambling, drinking, carousals, fights, quarrels, street brawls, in which men and women are indiscriminately mixed, have all occurred at once. Arrests are frequently made.

Assaults upon innocent persons are not unknown. Yesterday morning an alarm was sent in to the police station that a Chinese hackman had been viciously assaulted by two natives under the influence of liquor. Officers were dispatched at once, but the thugs had already escaped. Warrants will be issued for their arrest today, as the hackman knows the men by sight. It appears that the Chinese, who drives hack No. 236, had for his passengers the two natives. Upon arriving before one of the joints on Liliha street, they began an argument with the jehu over the fare, and ended by assaulting him, using a stone in the melee, which cut one of his ears. Following this the men attempted to steal the hack of another man to get away from the scene, but were frustrated.

The swipes which is drunk in these joints came from sources which the police are not always able to locate. The majority of the patrons are natives, although men of almost every nationality of cosmopolitan Honolulu are finding their way to them. The majority of arrests are for drunkenness.

EVANGELICAL ASSOCIATION

Will Hold its Annual Meeting in Hilo From June 6th to 12th Inclusive.

The Hawaiian Evangelical Association will hold its annual meeting in Hilo this year, the event taking place from June 6 to 12, inclusive. Members from all parts of the group will be in attendance, and the annual reports of the secretary and treasurer and other officers will be read. The ordination of C. W. P. Kaeo will take place, and an examination will be made of students of the N. P. M. I. for licensure. Following is the program in full: Thursday, June 6—9 a. m. and 1:30 p. m., meeting of the Sunday School Association; 7:30 p. m., union prayer meeting, Hall Church. Friday, June 7—9 a. m. and 1:30 p. m., meeting of Hawaiian Evangelical Association, Hall Church; 6:30 p. m., union meeting of the Y. P. S. C. E. at the Union Foreign Church. Saturday, June 8—9 a. m. and 1:30 p. m., meeting of the Hawaiian Evangelical Association; 7:30 p. m., a concert at Hall Church. Sunday, June 9—11 a. m., sermon by Rev. W. M. Kincaid, at the Union Church; 2:30 p. m., ordination of C. W. P. Kaeo; 5:30 p. m., the Lord's Supper administered; 7:30 p. m., union meeting, Union Church. Monday, June 10—9 a. m., meeting of the Hawaiian Evangelical Association; presentation of the representatives of the different missions; 10 a. m., reading of the annual reports, and election of secretary and treasurer, and members of the first class of the Hawaiian Board. Hall Church, 3 p. m., inspection of the Hilo Boys' Boarding School; 7:30 p. m., union prayer meeting, Hall Church. Tuesday, June 11—A trip by cars to Puna; reception given by the ladies of the Union Church in their parlors to the delegates of the Hawaiian Evangelical Association. Wednesday, June 12—9 a. m. and 1:30 p. m., meeting of the Hawaiian Evangelical Association; examination of students of N. P. M. I. for licensure; 7:30 p. m., exhibition of the graduating class of the Hilo Boys' Boarding School, Hall Church.

A Scottish minister who was indefatigable in looking up his folk one day called upon a parishioner. "Richard," he said, "I have seen ye at the Kirk for some time, and wad like to know the reason." "Weel, sir," answered Richard. "I have three decided objections to goin'. Firstly, I dinna believe in being whaur ye does a' the talkin', secondly, I dinna believe in a' muckle singin', an' thiruly, an' in conclusion, 'twas there I got my wife."—Albany Argus.

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