WANTED

THE LADIES TO KNOW

That the Undersigned has

JUST RECEIVED A

SUPERB LINE OF

GOLD AND SILVER GOODS

SUITABLE FOR THE

CUSTOMARY CHRISTMAS GIFTS

Among which will be found,

Elegant Cluster Diamond Rings,
Ladies and Gent's Solitaires,
Ruby, Emerald, Sapphire and Pearl Rings,
Onyx, Amethyst, Garnet, Pearl, Turquoise, Moss Agate and other different settings.
Ladies Jett Onyx,
Neck Chains and Lockets with Ear Rings to match.
Ladies Superb Amethyrst, any other Sette,
Ladies Coral Sette,
Ladies a childrens Neck Chains,
Ladies & Childrens Lockets & Chains.
Baby Cuff Pins,
Baby Shoulder Loops,
Child's Finger Rings,
Ladies Gold Bracelets,
Ladies a Gent's finest gold Watches,
Both Key and Stem Winders,
Ladies Garnett Ear Rings,
Ladies Coral and other Setting Ear Rings,
Ladies Breast Pins, assorted designs.
Ladies Jet Sette.

SOLID SILVER WARE

Solid Silver Table Forks and Spoons,
Solid Silver Tea Spoons,
Solid Silver Sugar Shells,
Solid Silver Salt Spoons.
Solid Silver Cake and Pie Knives,
Solid Silver Berry Spoons,
Solid Silver Child's Knives, Forks and Spoons,
Solid Silver Butter Knives,
Solid Silver Cups and Goblets,
Solid Silver Dessert Forks and Spoons,
Solid Silver Match Boxes.

In fact Everything in the above Line.

Ladies. Now is your time to Buy as in a little Time hence you will have to pay under the New Tariff 20 per cent extra for any goods in the above Line,

Goods now open and Ready for Sale.

☞ No Plated goods in this Establishment. ☜
620 3m M. McINERNY

RECIPROCITY CASH STORE !
NO. 72 FORT STREET

AT THE ABOVE PLACE WILL BE FOUND
A FINE ASSORTMENT
— OF —
Glass and Plated Ware !
Suitable for Birthday, Wedding & Christmas Presents.
Jewelry, Terracotta Ware, Bronze Goods,
Brackets, Air Castles, Fancy Soaps, Vases,
8-day, 30 hour, and Calendar Clocks,
2 Fine French Gilt Clocks, Atomizers,
Boys Tool Chests, Tobacco Boxes,
Deceptive Wine Glasses, Rugs,
Portfolios, Music Rolls, Valises,
Scraps, Stereoscopic Views,
Gilt, Card and Cabinet Frames,
Hand and Combination Mirrors,
One, Two & Three Shelf, Book Shelves, Etc.

THE ABOVE GOODS ARE MARKED ON A
CASH BASIS
MY TERMS ARE STRICTLY CASH
614-3m A. L. SMITH.

NOTICE.

THE UNDERSIGNED BEGS TO NOTIFY the people of Koloa and vicinity that he is prepared to execute
PLANS AND ESTIMATES :
For those wishing to build, and is also prepared to take contracts for any kind of building or
Cart & Carriage Work.
All kinds of building material on hand and will be furnished at the old stand in Koloa, such as
Lumber of all Kinds,
Doors, Sash, Nails, Paints, Oil, etc.
All of which will be sold at lowest prices. ☞ Lumber at any of the landings, from Koloa to Waimea at lowest rates. No charge for plans, or estimates to those purchasing material from me.
W. H. WRIGHT.
Koloa, Kaua, Dec. 4th, 1876. 622-6m

SHINN'S NURSERIES !

SHINN & CO.
NILES, ALAMEDA COUNTY, CALIFORNIA
THE PROPRIETORS OFFER FOR SALE, in large or small quantities,
FRUIT TREES !
Every well-tested variety of
Apple, Cherry, Plum, Nectarine, Peach, Prune, Crab, Apricot, Pear, Quince, Fig, etc., etc.,
NUT-BEARING TREES !
Almond, Soft-Shell Walnut, English Filbert, Chestnut, Black Walnut, Butternut, Pecan, etc., etc.
SMALL FRUITS
Currants, Blackberries, Grapes, Raspberries, Gooseberries etc., etc.: Also, Persimmon (Japan and Native), Loquat, Paw-Paw, Chirk.
EVERGREENS, and other Shade or Ornamental Trees
EUCALYPTUS (Blue Gum) in variety, Pepper Trees, Cypress (Yellow and Honey), Pines, Catalpa, Magnolia, Tamarind, etc., etc.
SEMI-TROPICAL FRUIT TREES,
Orange Lemon, Lime, etc., etc.
Roses & Ornamental Shrubs & Plants in great Variety
Catalogue and Price List, can be obtained on application to Messrs. CASTLE & COOKE, Honolulu, who will receive changed forward orders for trees, and to whom payments of bills can be made. 4m-615

F. T. LENEHAN & CO.
OFFER
FOR SALE
THE FOLLOWING
NEW GOODS
Now Landing,
From the A 1
British Barque Canoma
From Glasgow,
AND OTHER LATE ARRIVALS,
Consisting of the following Machinery :
ONE
SUGAR MILL,
COMPLETE.
Five Steam Clarifiers,
400 and 500 Gallons.
A FINE ASSORTED INVOICE OF SMITH & WELLSTOODS'S
Celebrated Cooking Stoves
AND RANGES
BBLS BEST WHITE CEMENT!
Best Scotch Bar Iron, assorted sizes;
Best Scotch Sheet Iron, assorted sizes; Pig Iron,
PAINTS AND OILS !
Consisting of
Tins White Lead, Tins White Zinc Paint,
Tins Genuine Red Lead,
Tins Black and Blue Paints,
Drums Boiled Linseed Oil.
FIRE BRICKS, SQUARE AND ARCH !
CLAY.
BEST BLACKSMITH COAL,
BEST STEAM COAL.
Fencing Wire, assorted sizes, annealed and galvanized,
Galvanized Buckets, assorted sizes.
A General Assortment of Superior Stationery
DRY GOODS
— Consisting of —
Fancy Drilling, Fancy Prints, White Cottons,
Handkerchiefs, Ginghams, Costumes, assorted,
Tweeds, assorted Broadcloths, Coatings
ALSO, A FULL ASSORTMENT OF
LIQUORS!
CONSISTING OF
Cases Heidsieck's Champagne, pints and quarts'
Baskets Lawrence's Champagne, pts and qts,
Baskets Lawrence's Champagne, extra dry,
Cases Hennessy's ★★★★ Brandy,
Cases Martell's xxx Brandy,
Cases Planut's 1862 Brandy,
Cases Small Geneva,
Cases Best Geneva,
Cases Best Old Tom Gin,
Cases Best Kinahan's L Irish Whiskey,
Cases Dunville's Irish Whiskey,
Best Scotch Whiskey,
Quarter Casks Best Hennessy's Pale Brandy,
Quarter Casks Best Martell's Brandy,
Quarter Casks Jamaica Rum.
BEST AMERICAN WHISKIES!
Occidental, Hermitage and O.F.C.
Cases Best Pale Sherry,
Cases Best Old Port,
Quarter Casks Pale Sherry,
Quarter Casks Irish Whiskey,
McEwan's India Pale Ale,
Pints and Quarts.
India Pale Ale, pints and quarts,
Bass & Co's India Pale Ale, pints and quarts,
Orange Bitters, in cases,
Bouteilleau & Co's 1, 2, 3 and 4 diamond Brandy
Cases Superior Vermouth,
Cases Foker's Bitters, Cases Superior Claret,
&c., &c., &c.
Cases M'EWAN'S XXX STOUT, in stone jugs,
PINTS AND QUARTS.
&c., &c., &c., &c.
618 3m F. T. LENEHAN & CO.

NEW GOODS!
RECEIVED BY LATE ARRIVALS,
A LARGE SUPPLY OF
American and English Books
OFFICE STATIONERY &c., &c., &c.
— Consisting of —
CAP PAPER, LEGAL CAP, LETTER AND Note Paper,
New Styles thin French Letter and Note Papers,
Envelopes of all Styles,
Blank Books, Memorandum Books,
Pocket Knives and gold pens,
Oval and Square Picture Frames,
Chromo Pictures,
SCRAP and POSTAGE STAMP ALBUMS,
Stereoscopes and Stereoscops Views.
Letter Clips, Book Slates,
Glass Metal and Leather Traveling Inkstands
Choice Wood and Pearl Office Inkstands,
Fine Wallets, Purses and Bags,
PAPIER MACHE AND MOROCCO PORTFOLIOS!
Pearl and Scotch Card Cases,
Letter Copy Books and Brushes—Copying Paper,
Letter Presses, Mathematical Instruments,
Green Spectacles, Pocket Compasses,
Chess Men, Dominoes, Cribbage Boards,
Children's Alphabet Blocks,
Eye Glasses, Reading Glasses,
Tortoise Shell and Buffalo-horn setts,
Quill and Wood Toothpicks,
Steel Pens—Gillott's, Perry's and other makers,
Crystal and Diamond rubber,
Ivory Paper Knives and Erasors,
Ink Extracters and pounce,
Microscopes. Wood and Rubber Rulers.
WRITING DESKS, A FINE ASSORTMENT
☞ All orders promptly filled. ☜
593 H. M. WHITNEY.

Pacific Rubber Paint Company's
PAINTS!
THIS ARTICLE IS FOR SALE BY
BOLLES & Co.
The Rubber Paint is justly celebrated, and is coming into general use, and all who have given it a trial highly recommend it. The undersigned have a general assortment of all colors and shades, and will keep up the assortment, and be ready to fill orders at the shortest notice.
620 BOLLES & Co.

Civil Engineering.
MR. P. A. de LANUX, CIVIL ENGINEER and Surveyor, is prepared to undertake Land surveying in all its branches. Maps constructed with full details. Information given in regard to the quality of soils, and their adaption for cultivation, taking into consideration locality, accessibility, etc.
WATER LEADS.—Estimates given in regard to size, cost, and capacity, and amount of power furnished by same for machinery.
ROADS AND BRIDGES.—Plans and estimates made with a view of obtaining the best results with the smallest outlay.
He is also prepared to give instruction on tropical cultivation.
Address the above through the Honolulu Post Office.
(621-3m)

Oat Hay.
BENT CALIFORNIA OAT HAY—For Sale by
504 BOLLES & CO

HAWAIIAN GAZETTE

AN INDEPENDENT JOURNAL,
DEVOTED TO HAWAIIAN PROGRESS.

PUBLISHED AND EDITED BY
HENRY M. WHITNEY.

WEDNESDAY, JANUARY 17, 1877.

Supreme Court of the Hawaiian Islands.

OCTOBER TERM, 1876.

JOHN H. CONEY vs. JAS. I. DOWSETT.

OPINION OF A. FRANCIS JUDD.

This is an action in which $10.000 are claimed as damages for the trespass of the defendant's cattle upon the land "Honouliuli," in Ewa, Oahu, the property of the plaintiff, since Oct. 16th, 1875.

The jury returned a verdict for the plaintiff of $200, and a motion is made to set aside this verdict and grant a new trial, on the ground that the jury must have mistaken or disregarded the instructions of the court on the effect of certain leases under which the defendant justified, or that the jury misunderstood the evidence.

The first lease in question is dated March 3d, 1846, and, running for twenty-five years from the 1st of February of that year, expired on the 1st of February, 1871. It demises to John Meek and his heirs, the kula land at Lihue, and the privilege that his cattle should be undisturbed at Honouliuli, if they should go there.

The second lease is dated 15th of July, 1851, and leases to John Meek and his heirs and assigns the land called Waimanalo, at Honouliuli, particularly as follows: The kula and the kuahiwi and the rights appertaining thereto, and the Poalimas, the river with all the rights appertaining thereto. It gives the boundaries as follows: On the mauka side the lands previously leased to John Meek, that is, the kula of Lihue and the kula of Honouliuli; on the makai sides Nanakuli and the Koolina. This lease expired on the 5th of July, 1876.

The third lease is dated the 16th of February, 1853, and it being for twenty-five years, does not expire until the 16th of February, 1878. By this lease there is conveyed to John Meek, his heirs and assigns, all the remaining portions of the lessor's kula land at Honouliuli: this being explained as follows: All parts of this kula land not included in the previous leases made between A. Keleahonui, M. Kekauonohi and Jno. Meek for that land called Lihue, on the 3d of March, 1846, and another lease between J. H. L. Haalelea and John Meek, of all that land called Waimanalo, on the 15th of July, 1851, the rents of these two lands shall continue and their lease, until the expiration thereof, they are not included in this lease. Before considering the reservations, which are made at length and with considerable particularity,

Let us go on to the fourth lease, which is dated the 1st of February, 1871, and which conveys all of that certain piece or parcel of land situated in the Ahupuaa of Honouliuli, district of Ewa, island of Oahu, known as the 1li of Lihue, for seven years, and which will not expire until the 1st of February, 1878.

The plaintiff claims that lease No. 1 conveyed not only Lihue but a portion of the kula of Honouliuli, and builds up an argument in support of this from the words of description of Waimanalo, above given, in which the mauka boundary of Waimanalo is stated to be the kula of Lihue, and the kula of Honouliuli, and that the portion of Honouliuli conveyed by the first lease and not included in the third lease, was not covered by the fourth lease, which was a lease of the 1li of Lihue only. The plaintiff claims that as there was abundant evidence that the defendant's cattle pastured upon this tract of land within the dates in which this trespass is laid, the award of the jury of $200 is far from excessive and should be sustained. But can this position of the plaintiff be sustained?

The first lease conveyed only Lihue, the lessor covenanted in addition that the lessee's cattle should be undisturbed on Honouliuli, if they went there. This does not lease any portion of Honouliuli outside of Lihue, but only protected the lessee from being held liable for trespass if his cattle strayed on Honouliuli. This view is strengthened by the wording of lease No. 3, made in 1853, which shows the interpretation put by the parties on their previous leases after seven years of dealings with each other as landlord and tenant. This lease No. 3 distinctly says that the lease of 1846 was for that land called Lihue, and that the lease of 1851 was for that land called Waimanalo. Now, as this lease No. 3 conveyed all parts of the kula of Honouliuli, not included in leases No. 1 and 2, it conveys all of Honouliuli except Lihue and Waimanalo and the reservations.

In a former case between the parties to this suit, the court held that if there exists an ambiguity, in the lease, then such construction must prevail as is most strong again t the covenantor, for he might have expressed himself more clearly. But there is no ambiguity here, except, perhaps, the exemption from liability for treeass on Honouliuli, and upon the principle just stated it must be construed to be a mere license, the actual territory over which the license was granted in lease No. 1 being leased by indenture No. 3.

Waimanalo is described in the second lease as being bounded on the mauka side by kula of Lihue and of Honouliuli. This cannot be explained except upon the theory that its extent was not at that time well defined.

It is clear that the plaintiff does not claim now that Waimanalo stretches up to Lihue, and I am inclined to read the description in this way. The land previously leased to John Meek, that is the kula of Lihue and the kula of Honouliuli on the mauka side. Certainly, if Waimanalo is an 1li at one end of Honouliuli, it must have for one boundary the main body of the land of Honouliuli, where it joins the same. The clause "and the kula of Honouliuli," is not necessarily modified by the clause the land leased to John Meek.

It is claimed further by the plaintiff that as the lease of Waimanalo particularizes kula and kuahiwi as being two distinct classes of land, the kula being low land and kuahiwi being mountain land, and as the third lease does not mention specifically the kuahiwi of Honouliuli, it must be considered as intended to be excluded.

I am of the opinion that in this lease No. 3, 'kula' means land not kulo land, however this may be, the 'kuahiwi' is not excepted in the large number of reservations made, and although the lease does not convey the right to actually take the wood in the kuahiwi, it leases the right of pasturage therein, for the kuahiwi is a part of "kela aina kula i komo ole iloko o na hoolimalima mua," (this kula land not included in the previous leases). To lease the whole of a kula land, reserving certain specific portions and then to say that this does not cover kuahiwi or pali, pua, mauna, awawa or other portions of land to which various topographical terms may be applied would be disingenuous, and it is so manifestly contrary to the intention of the parties as gathered from all these instruments as not to be countenanced by the court, I observe, in passing, that if the defendant is now liable for trespass upon the kuahiwi of Honouliuli or upon the portion of the kula of Honouliuli claimed by the plaintiff's counsel to be not conveyed by lease No. 3, he was liable for trespass for the same reasons on the 1st of February, 1871, the date when the first lease of Lihue expired.

I find therefore that as there was no part of the Honouliuli kula between Lihue and Waimanalo not covered by the leases to the defendant the jury were not at liberty to consider in making up their verdict the evidence of the trespass of defendant's cattle on this territory.

The lease of Waimanalo having expired on the 15th of July, 1876, the jury were instructed that the defendant should be allowed a reasonable time after this date in which to take his cattle off from this land, and in which to restrain them from returning thither. The evidence of damages for trespass on Waimanalo by Dowsett's cattle since the lease expired, consists in statements of witnesses that they had seen his cattle on this land within the month past, and since the time when they were driven off by Dowsett's men. The particular evidence was given by Po who testified that he saw nine head there on the 20th of July, and sixteen head there on the 10th of August, but this witness was uncertain as to the boundaries of Waimanalo, and said they had never been pointed out to him.

When the testimony of Mr. J. H. Wood is considered, who testifies that Waimanalo is worth nothing for pasturage at present, as there is nothing green on it, it is clear that the amount of $200, if awarded for damage for trespass on this land, is excessive, for if the jury found that defendant's cattle were allowed to remain on this land an unreasonable time after the lease expired, the damage awarded should have been but nominal and not beyond the statutory amount of 12½ cts. for each animal.

The reservations in lease No. 3 are as follows: "These are the places reserved to the party of the first part; the fish ponds in said kula land, having fish in them, and two lots intended to be enclosed hereafter; also Mokumeha adjoining the enclosed taro lands; and also that piece between Kualakai and C. W. Vincent's lot; that place known as Ka pa Uhi is also reserved; the sea fishery and its rights are also reserved, similar to the Waimanalo sea-right reservation; also the Pa aina at Honouliuli and the said enclosure: and also the cultivatable land at Poupouwela; all of which are reserved and not included in this lease, but John Meek's cattle shall not be molested should they go on to these places reserved if not fenced in with a fence sufficient to prevent cattle from trespassing. Poupouwela will still remain as in times gone by, and is not intended to be fenced in as its situation is good, not needing a fence. The tabued woods of the mountains of the lands mentioned in this lease are also reserved to the party of the first part, but he, John Meek, can take said tabued wood for his own use, as much as he wishes, but not to dispose of to other parties."

The clause, "but John Meeks cattle shall not be molested should they go on to these places reserved, if not fenced in with a fence sufficient to prevent cattle from trespassing," fixes the obligation upon the lessor to keep his reservations fenced, and as there was no evidence offered to the jury to show that this was done, they were not at liberty to found their verdict upon evidence that the cattle of defendant were accustomed to graze and get water on the reserved portions. It is urged that though the lessor covenants that the cattle shall not be considered as trespassing if they shall go on the reserved portions, unless fenced, still the evidence shows that the cattle were continually on one of these portions, that is Pa aina, for water, and that this is in excess of the license, and therefore trespass would lie. I am of the opinion this is not sound, for there could be no trespass on Pa aina, unless fenced with a fence capable of turning stock.

The law will not allow a pit-fall for the unwary to be thus dug, when it was possible, in framing the lease, to make the intention of the lessor to hold his tenant to such a liability more clear.

As regards Poupouwela, its aina mahiai is reserved. This is translated cultivated or cultivatable land. Whichever rendering is taken there is no evidence that Dowsett's cattle trespassed upon either the caltivated land or the land capable of cultivation in Poupouwela. The evidence was confined to the statement that the cattle driven from Waimanalo between the 11th and 18th of July were driven from Lihue to water at Poupouwela and back again, but there was no evidence that this water was in the limits of the aina mahiai. I am of the opinion, though the jury were not so instructed, that no trespass could be maintained even on the aina mahiai of Poupouwela, as the clause in reference to immunity from trespassing applies to it, and the lessor disavows his intention of fencing it, as the situation of the land did not require it. The legal inference from this is, that he took the risk of cattle trespassing on it, though unfenced.

The jury were instructed in regard to the testimony that the cattle of defendant had spread a thorny acacia over the land as follows: That the plaintiff could not recover damages for this if done while the cattle were lawfully upon the plaintiff's land, for he must be held to have foreseen the natural result of the pasturage of cattle in disseminating weeds and thorns on his lands, when he made the lease; and as regards acacia being spread on Waimanalo, the defendant could only be held liable for whatever damage was thus done since July 15, 1876, of which there was no distinct evidence.

The court charged the jury that up to the 15th of July, 1876, when the Waimanalo lease expired, the defendant had the right of exclusive possession of all Honouliuli except the reserved portions, but on suggestion of plaintiff's counsel made the qualification that if the jury found that there was any portion of Honouliuli conveyed by lease No. 1 and not included in lease No. 3 and not re-conveyed by lease No. 4, they might find that trespass was committed on such portion. In giving this modification the court had no intention of allowing the jury to infer that there was any such unleased portion of Honouliuli, for it had charged the contrary. But this may have misled the jury, which is to be regretted.

It is apparent to me that the jury must have understood the instructions of the court upon the evidence of trespass upon any portion of Honouliuli, except Waimanalo, and as to Waimanalo, if the verdict was founded upon trespass on this land, the amount of damage is so clearly excessive as to lead to the inference that the jury based their assessment of damage on some erroneous principle.

Exercising the sound and legal discretion vested in me, I am of the opinion that the verdict should be set aside and a new trial granted, which is done accordingly.

A. FRANCIS JUDD,
Justice Supreme Court.

L. McCully and E. Preston for plaintiff, A. S. Hartwell and W. C Jones for defendant.
Honolulu, Oct. 23, 1876.

John H. Coney vs. James I. Dowsett.

ON EXCEPTIONS TO THE DECISION OF MR. JUSTICE JUDD.

Present: Chief Justice Allen, Justices Harris and Judd.

The question upon which the opinion of the full court is desired, is the construction of the leases on file in this case.

The arguments of the counsel for the plaintiff are exceedingly ingenious, and we have given them full consideration. We have likewise reviewed and weighed the opinion given by Mr. Justice Judd, which is excepted to and we concur in that opinion fully, seeing no reason for altering, amending or expanding it.

The jury will be instructed in accordance with this opinion, in case a new trial is proceeded with.

ELISHA H. ALLEN,
CHAS. C. HARRIS,
A. FRANCIS JUDD.

E. Preston and L. McCully for plaintiff, A. S. Hartwell and W. C. Jones for defendant.
Honolulu, Dec. 29, 1876.

The Presidential Vote.

The London Spectator has fallen into a prevalent misapprehension respecting what it terms the "mass vote." It has suited the Democrats from the day after the election, to pretend that in the popular vote Mr. Tilden has a majority exceeding a quarter of a million. In form, the pretension is not devoid of plausibility; in substance it is untrue. Of the twenty-one Northern States, only four gave Democratic majorities, amounting in the aggregate to 53407. The eighteen other States gave Republican majorities, which, in the total, amounted to 306,805. In the Northern States, therefore, Mr. Hayes has a net majority over Tilden of not less than 253,335. From the sixteen Southern States the returns are incomplete, those from Delaware and Texas not having been received in an authentic shape. What we have from the other States give Tilden a majority at about 44,000. Add as the approximate result in the two non-reported States, 80,000, and the total Democratic majority, according to the face of the returns, may be set down in round figures at 520,000. Deduct the net Republican majority at the North, and the apparent Democratic majority in the whole country is something like 266,000. But this majority is apparent only, not real; that is to say, it presupposes the occurrence of an election as free and fair in the Southern States as at the North, and this assumption, as every intelligent man knows, is at variance with the facts. But for intimidation, violence, and fraud, the Republican majority in South Carolina would have been 20,000, instead of the 900 which appears on the face of the returns; in Florida, 10,000, instead of forty-three; in Louisiana it would have been at least five times greater than the figures actually counted. None of these States is at heart, more thoroughly Republican than Alabama and Mississippi, which were secured for Tilden by the same system of audacious terrorism which came so near victory in South Carolina. With proper protection for the colored voters, Alabama would unquestionably have yielded a Republican majority of 10,000, instead of appearing to yield a majority of 33,000 for the Democracy; and Mississippi, instead of swelling the Democratic column with 56,000, would have added to the Republicans a majority considerably exceeding 30,000. Thus, to go no further, the apparent Tilden majority of 266,000 dwindles down to 92,000. Fully three-fourths of this number would be obliterated in Georgia alone, if the formalities of an election had not been reduced to a mockery by the cunning and persistency with which the Democrats have contrived to disfranchise a large Republican element, and to keep a still larger element from the polls. All that is left of even the apparent Tilden majority disappears before a knowledge of gross frauds in North Carolina, Maryland, and West Virginia; while in old Virginia and Delaware the Tilden strength has been made to look more formidable than it is by tricks which in this country are well understood.—*N. Y. Times.*

The Revival of Business.

There are unmistakable evidences of the revival of business all over the Eastern States. The depression has been long and severe. A great many manufacturing establishments formerly in a prosperous condition were compelled to cease operations altogether. Stocks of goods accumulated, many wealthy manufacturers failed, and thousands of people were thrown out employment. Others found their incomes reduced below the point of comfortable living. The business depression has been more severe than any which has occurred since 1837. There was this difference: In '37 the currency was in a dreadful condition. There was at that time no national currency except gold and silver, and that was seldom seen. The greater part of the currency of Western Banks was at a discount, ranging from ten to thirty per cent.

During the late depression the country has had a currency which was as good in one State as in another; but it was everywhere below par by at least ten per cent. It has been said in a general way that production was far ahead of consumption. But this solitary fact does not wholly account for the depression. The truth is, private bankruptcy from fast living became general. Not only was the public indebtedness of the country enormous, but the private indebtedness was still greater. Rents had gone up more than a hundred per cent.; everything was inflated, and the spirit of this inflation extended everywhere to private life. There was a vulgar flaunting of wealth. Economy in private life was something not to be tolerated. Private resources were "honeycombed," and incomes were eaten up with mortgeges.

Then came the shrinkage. Rents decreased because there was no longer ability to meet such demands. Brown stone houses stood without tenants. The man whose income did not exceed three or four thousand dollars a year, could not pay it all out for rent. He sought less pretentious quarters—went into the country perhaps; economized in various ways, and worked and waited for better times. During all this period the country was as rich as ever in natural resources. The industrial product was lessened in some departments and increased in others. There was less manufacturing, because the surplus goods were piled up waiting for consumption. But there was not an acre less of cultivated land. In fact, there was a continual increase of agricultural production. The country was all the while becoming richer. Enormous wastes had been stopped. There had been a great many recoveries from the verge of bankruptcy. Others had gone to the wall, settled with their creditors as best they could, and had taken a new start and were inspired with new hopes.

There is now perceptible all over the Eastern States a business reaction. The "young flood" of prosperity has set in, and, for aught we can see, this prosperity will continue for some years But once in about ten years the country is overtaken by a business depression more or less severe. Better times do not set in until there has been a re-adjustment of debts and credits, and a great many business changes. California has been one of the few States which has profited in an incidental way by the "hard times" in the Eastern States. Immigration was largely increased, and the growth of town and country in the matter of population never was greater. This immigration has diminished somewhat of late, but there is still a healthy current setting in this direction. It is remarkable, too, that the business depression in the Eastern States did not much affect business here. The resources of this coast as well as the markets, are isolated, and, at best are only remotely dependent upon the Atlantic States.

The surplus produce of the State is mostly shipped to Europe, and the greater part of the freight money earned by deep-water ships is in the carrying trade between this port and European ports. The product of the mines has not been affected by the stagnation of business on the other side of the country. The price of silver has been regulated by a market which was largely outside of the United States. The revival of business in the Eastern States will have some effect here; but not in such a direct way as many suppose. It will be remembered that our period of greatest depressions occurred when there were flush time in the Eastern States; and the contrast then was so great that hundreds here went over and swallowed the greenback heresy and boldly advocated a paper currrency as the only remedy for the stringent times in California. We recovered from that depression without any help from the other side of the country, and afterward heard the other side of the argument presented in the Atlantic States. "Observe how California prospers with an exclusive gold and silver currency. When we get that we shall have a return of good times." As we approach the date of specie resumption we have encouraging signs of a revival of business and a new era of prosperity all over the Eastern States. —*S. F. Bulletin.*

FINE WRITING PAPERS.

I AM RECEIVING BY EVERY ARRIVAL
—FROM—
SAN FRANCISCO, NEW YORK AND LONDON,
ADDITIONAL SUPPLIES OF
Writing and Other Papers,
Among which may be found,
Letter Paper, ruled and plain of various qualities, from $1.50 to $6.00 per ream.
Note Paper, plain and ruled, from $1.00 to $5.00 per ream.
French Note and Letter Paper, a choice article.
Cap, Flat Cap, Legal and Bill Papers, A large stock always on hand.
Thin Overland Post, white and blue, ruled or unruled.
—ALSO—
COLORED PAPER,
of various sizes and quality.
TISSUE AND COPYING PAPERS,
MEDICATED STAR PAPER,
NEWS AND BOOK PAPERS,
MANILLA WRAPPING PAPER,
thick and thin qualities,
☞ Orders filled at short notice.
604-2m H. M. Whitney.

For Lease,
That well-fitted and Suitable Store for a retail or wholesale business in Odd Fellows Hall. Apply to
W. C. PARKE,
J. O. CARTER,
Or A. S. CLEGHORN, } Trustees.
Honolulu, Oct. 24, 1876. 615-tf

To Let, Lease or for Sale.
ON REASONABLE TERMS A CONVENIENT Family residence.
—ALSO—
Several Building Lots.
For particulars apply to
593 tm JAMES S. LEMON.

CHRISTMAS, 1876

The Undersigned has Received,
— PER —
'OCEAN PEARL'
A Splendid Line of
LADIES LEATHER WARE
SUITABLE FOR
HOLIDAY PRESENTS!
COMPRISING
A GREAT VARIETY OF
ENTIRELY NEW STYLES
.... OF ....
Ladies Bags and Reticules !
ALSO
Ladies Solid Sole Leather Trunks, rivitted edges,
Ladies' Solid Sole Leather Trunks, sewed edges,
Ladies' Bridle Lather Trunks,
Ladies' Leather Covered Saratoga Trunks,
Ladies' State Room Trunks,
Ladies' Composition Trunks,
Ladies' Princess Alice Bags, with belts,
Ladies' assorted Colored valises,
Manilla School Bags,
Grain Leather School Bags,
Split Leather School Bags,
Real Russia Leather Bags & Valises,
Ladies' Russia Dressing Cases,
Gents' Solid Sole Leather Trunks, Revetted & Sewed Edges.
Gent's Leather Trunks, Canvass Covered,
Gent's Elegant Solid Sole and Bridle Leather Valises,
Gent's Russia Leather Valises,
Gent's O. G. Trunks,
Gent's Russia Dressing Cases.
Trunk Straps,
Shawl Straps,
Coat and Blanket Straps.
Solid Leather Coat Cases,
In fact Nowhere in or out of Honolulu can such an Elegant Display of Leather Ware be seen in any one store,
These goods having come in Duty free Lady Purchases will get the Benefit of the 10 per cent.
THIS FINE LINE OF GOODS
..... WILL BE .....
Ready for Inspection and Sale on Wednesday next, November 29th.
(620 3m) M. McINERNY.

DIARIES FOR 1877.
JUST RECEIVED FROM LONDON, A FEW OF THE CELEBRATED
LETT'S DIARIES For 1877
In cap, post and pocket styles
— ALSO —
PER STEAMER "AUSTRALIA,"
American Excelsior and Perpetual Diaries
In great variety, for ladies and gents.
☞ Prices vary from 20cts to $3.00, according to finish and style of binding. H. M. WHITNEY.

Knowles' Patent Steam Pumps
C. BREWER & CO.,
Sole Agents for Hawaiian Islands
HAVE RECEIVED
Per Syren from Boston
OF THE
ABOVE CELEBRATED PUMPS, FROM NO. 2 TO 6,
AND ARE READY TO RECEIVE ORDERS for any of the pumps of this make to be forwarded overland if necessary
BOILER FEED PUMPS,
SYRUP PUMPS,
DISTILLERY PUMPS,
VACUUM PUMPS,
Pumps for Hot or Cold Water, Salt Water Pumps.
Prices and other information given by
620 3m C. BREWER & CO., Agents

PURSES!
A FINE ASSORTMENT OF LADIES' and GENTS'
Money Purses and Bags
be found at
19-1m H. M. WHITNEY'S

INDIA RICE MILL,
CORNER OF
MISSION & FREMONT STS., SAN FRANCISCO, CAL.
THE INDIA RICE MILL HAVING UNDERgone Material Improvements, is now in perfect condition for the
Hulling and Dressing of Paddy
—AND—
UNCLEANED RICE.
In the Best Possible Manner. The Price for HULLING and DRESSING PADDY has been Reduced 20 per cent.
CONSIGNMENTS OF
Paddy and Hulled Rice!
Will Receive Prompt and Careful Attention.
WM. M. GREENWOOD,
General Commission Merchant and Proprietor of India Rice Mill. 623 1y

NOTICE.
THE UNDERSIGNED BEGS TO INFORM the citizens of Honolulu and the public generally that he has moved to the new shop on Merchant Street, next to Dr. Hoffmann's Drug Store, where he will give special attention to all kinds of Watches, Clocks, and Jewelry Repairing, Engravings, &c. All packages from the other Islands addressed to him, containing articles for repairs, will receive prompt attention. Orders solicited for all grades of Watches of American manufacture. Satisfaction guaranteed in every respect.
623 3m D. WILSON CLARK.

Envelopes.
JUST RECEIVED—100,000 white buff and colored envelopes.
Note Envelopes,
Letter Envelopes,
Large Letter Envelopes,
Official Envelopes.
For sale in quantities to suit and at reciprocity prices.
624-1m H. M. WHITNEY.

WILDER & CO.,
Importers and Dealers in
LUMBER
—AND—
BUILDING MATERIALS!
—OF—
ALL DESCRIPTIONS
—SUCH AS—
Nor'West Seantling, Boards!
Tongued & Grooved, Surfaced,
Planks, Battens, Pickets!
1¼ in. x 4, 1x5, and 1x8, for
Fencing!
Laths, &c.
REDWOOD
Seantling, Boards, Plank,
Battens—1x3, 1x4, 1-2x3, and 1-2x2
Pickets—Rough and Fancy,
Surfaced Boards and Plank, 7-8 to 2 in.
CLAPBOARDS, LATTICE,
Tongued and Grooved
RUSTIC SIDING.
TIMBER FOR SHIP USE
2x12 to 16x16;
Clear Nor'West, for Planter's Use
EASTERN WHITE PINE,
California and Eastern Doors, all sizes
SASH, all sizes; BLIND, all sizes;
WHITE LEAD and ZINC!
PAINT OIL & SMALL PAINT CHEAP.
Putty and Varnish,
Glass, No. 2x2 and 2,
Wall Paper and Border
VERY LOW!
Brown Cotton,
Iron and Tinned Tacks,
Paint and Whitewash Brushes,
METALLIC AND FIRE-PROOF PAINT
For Plantation or any Other Use,
Locks,
Butts and Hinges,
Bolts, Screws,
Hooks and Eyes, &c.
NAILS!
Salt in Quantities to Suit.
625 3m

C. BREWER & CO.
OFFER FOR SALE,
UPON LIBERAL TERMS!
The Cargo
— OF THE —
American Bark Ceylon!
Now Due from Boston, Mass.
New Bedford Oil Shooks,
1 Ship's Caboose,
Sperm Candles,
Cases Tobacco, (Kalakaua's Favorite,)
Cumberland Coal,
New Bedford Cordage, 1 in. to 6 1-2 in.
Spunyarn,
Nests of Trunks, four in a nest,
Ice Chests, Assorted Sizes,
Iron & Galvanized Pipe, 1-2 in. to 4 in
Lawrence's Duck, Nos. 1 to 10,
Card Matches.
A Very Choice Asst. of Dry Goods
— Consisting in Part of —
Mystic River Sheetings,
Bout Mills Sheetings,
Massachusetts Sheetings,
Stark A Sheetings,
Bleached Amoskeag Cotton,
Brown and Bleached Flannels,
Ticking, Blue Drillings,
Amoskeag & Pearl River Denims
LADIES' DINING CHAIRS,
ONE BLACK WALNUT CHAMBER SET!
Cedar Shingles, Spruce Boards,
Curled Hair, Paper Bags, 2lb. to 16lb.
Bangs and Deck Plugs,
Coal Buckets, Paint Brushes,
3 JUMP SEAT CARRIAGES
Buggy Harness,
Mess Beef and Prime Pork,
Eastern Pine Sugar Shooks,
Knowles' Patent Steam Pumps
C. BREWER & CO.,
Sole Agents for the Hawaiian Islands,
HAVE RECEIVED
Per Syren from Boston !
— OF THE —
Above Celebrated Pumps from Nos. 2 to 6
And are ready to receive orders for any of the Pumps of this make to be sent overland if necessary:
BOILER FEED PUMPS, SYRUP PUMPS,
DISTILLERS PUMPS, VACUUM PUMPS
Pumps for Hot or Cold Water, Salt Water Pumps.
☞ Prices and other information given by
618-3m C. BREWER & Co., Agents.

TO WOOL GROWERS.
THE UNDERSIGNED CONTINUE TO BUY Wools as good prices. Wools coming to market this spring particularly desired to make freights.
618 3m C. BREWER & CO.

HIDES, SKINS, TALLOW.
THE UNDERSIGNED CONTINUE TO PAY the highest market price for Dry Hides, Goat Skins, and Tallow.
618 3m C. BREWER & CO.

Colored Corals and Shells.
I HAVE NOW ON SALE THE BALANCE of the Fine Shells, Colored Corals, and Coral Bowls brought from Micronesia in the "Morning Star," the finest goods in this line ever seen here. There are but a few of each, and those who wish to secure the best will please apply early.
As the above vessel will probably not bring any more of these curios for sale, this will be the only chance for obtaining them. Apply to
H. M. WHITNEY.