THE PACIFIC
MMERCIAL ADVERTISER,
ed Every Thursday Morning, at Six
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mmercial Advertiser.

eme Court--October Term, 1858.

Oni vs. John Meek.

ROBERTSON delivered the decision of the follows:

brought an action against the defendant ice court of Honolulu, to recover the value rses, taken by the defendant on his land at i, and afterwards impounded and sold, as The defendant agreed that judgment should gainst him in the court below, reserving his right to appeal, in order that the case, olves some questions of great importance, etermine the rights of many other persons present plaintiff and defendant, might be decided by this court.

rs by the evidence submitted to us that ant holds, under three several leases, the land of the Ahupuaa of Honouliuli, with on of certain portions expressly reserved us of the latest lease, made on the 16th ruary, 1853; that the plaintiff is a *hoa-* ouliuli, residing on some part of that either upon land awarded to him as a *Ku-* the Land Commission, or otherwise; and orses belonging to him were seized as es- e defendant's order, on some part of the i to him, and carried to the government ere they were subsequently sold under the

the argument of the case, great stress was e Plaintiff's counsel upon the clause in the he 16th of February, 1853, which reads as z: "Aole e hiki i keia hoolimalima ke kue ono o na kanaka e noho ana malalo o ka n ao mua." That is to say, "This lease be construed as conflicting (or interfering) ghts of the people living under the shade ty of the first part (the Konohiki.") He at by this clause the rights of the plaintiff, ers living under the shade of the Kono- e expressly reserved by the grantor, Mr. and that those rights included the right ge for their animals. Neither the lease of March, 1846, which covers the Ili of Lihue, the 15th of July, 1851, which covers the inanalo, contain any clause parallel to that just quoted from the lease of the 16th of 1853. So that before the plaintiff could ver, by force of the reservation in favor hts of the people living under the Konohi- in the lease of 1853, he must first prove orses were seized on the land covered by because it is expressly declared in that neither the Ili of Lihue nor the Ili of Wai- included in it, and that the terms and s of the several leases made in 1846, and not affected in any way whatever by the 1853. No evidence having been introduced aintiff, to prove that his horses were seized as upon any part of the land covered by the se, we are of the opinion that, so far as his ends upon the reservation referred to, in , it must fall to the ground.

it can be considered that the line of argu- up by the defendant, waived the necessity g this, still we are of the opinion that the s claim cannot stand upon the narrow basis ervation in the lease, for the clause which quoted cannot fairly be construed to be any re than simply a reservation of the rights g by law to the hoainas living under the , on the 16th of February, 1853. We re- clause therefore as of very little practical ce, inasmuch as those rights would, as it o us, have been equally well preserved with- a clause; and it was not in the power of ohiki, *had he* been so disposed, to alienate a ght secured by law to the plaintiff.

e claim of a right of pasturage, put forward laintiff, is made to rest upon far broader than that just mentioned, which fact ren- case one of great importance, not only to e landed proprietors throughout the King- to thousands of the common people. It is d on behalf of the plaintiff that he, as a of Honouliuli, has a right to pasture his n the Kula land of that Ahupuaa, upon one two grounds; first, by custom; or second- atute law.

ears by the evidence, that horses were first ed on the Ahupuaa of Honouliuli about the ; that within ten years afterwards they me numerous, and that the horses belong e hoainas were allowed to pasture upon the , in common with those of the Konohiki. s further, that about the year 1851, after ment of the new laws relating to the tenure a large number of the hoainas of Honouli- ding, as we understand Mr. Haalelea's tes- some who had obtained awards for their , and others who had not, came to Mr. Haa- Konohiki, and expressing their under- and belief that under the new order of things ll be cut off from the enjoyment of some of stomed rights and privileges, including the privilege of pasturage, they offered to con- labor for him, as formerly, upon the Kono- days, in consideration of his allowing enjoy all their accustomed rights and privi- which proposition he agreed; that since all the hoainas who have duly performed or on the Konohiki's days, have been per- pasture their horses on the kula land as ; and that the plaintiff is one of those who tinued to labor according to that agreement. rs, also, that within the three years last past ndant has repeatedly notified the hoainas to their horses from the Kula lands leased by

this state of facts, it is argued by the learned for the plaintiff, that he, in common with the oainas of Honouliuli, is entitled to the right rage, by custom. On the other hand, it is ed on the part of the defendant, that before rt can sustain this claim on the ground of the custom attempted to be set up must ap- have existed from time immemorial; to be ble, to be certain, and not inconsistent with s of the land.

e we are of the opinion that the objection by the counsel for the defendant against the sought to be set up by the plaintiff, that it is wn to have obtained from time immemorial, ed to great weight, we do not think it neces- express a conclusive opinion upon that point nt. For it is obvious to us that the custom ed for is so unreasonable, so uncertain, repugnant to the spirit of the present laws, ought not to be sustained by judicial author urther, it is perfectly clear that, if the plain- hoaina, holding his land by virtue of a fee award from the land commission, he has no e for claiming a right of pasturage by *custom*, r as that right ever was customary, it was l to the holding of land by a far different from that by which he now holds—a tenure ch the hoaina was bound to labor a certain of days in each month, for the immediate the land, and a like number of days for the government, as payment or rent, both for of the land and for the enjoyment of the rights and privileges appurtenant thereto, s the very fact that the plaintiff holds his y virtue of a fee simple title, frees him for- m the labor formerly due to the government he Konohiki; he no longer owes, nor can he d upon to perform such labor, by law, as pay r the use of his land, or for the enjoyment right or privilege, and if he performs such is neither by force of law or custom, but in nt of a private contract. Again, if the claims to be a hoaina of Honouliuli, hold- land, not independently, upon an award he Land Commission, but according to ancient in dependence upon the Konohiki, and that, re, he is entitled to the right of pasturage, by he is met by the testimony of the principal es introduced by himself, to the effect that in r 1851 he, in common with the other hoainas ouliuli, admitted that his former right or priv- pasturage was determined, by the operation of laws affecting the tenure of land, and that he e been permitted to enjoy the right of pasturage horses, not by force of law or custom, but in ration of certain labor which he has perform- accordance with a special contract with the iki, to that effect, made at a time when the pasturage could not have been said, with w of reason, to have become established by t custom. And whatever private agreement asturage may have existed between the plain- d the Konohiki, that, of course, cannot affect fendant's rights under his leases, unless he had

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Commercial Advertiser.

special notice of such agreement, and bound himsel to respect its terms.

Let us now pass on to the examination of the principal ground upon which the right of pasturage is claimed by the plaintiff, viz: by statute law. The law referred to is the "joint resolutions, on the subject of rights in lands and the leasing, purchasing and dividing of the same," passed on the 7th day o November, 1846; which it is contended, and rightly so, have never been expressly repealed by the Legisature. The plaintiff relies, more particularly, upon a part of the first of those resolutions, which reads as follows, viz: "The rights of the hoaaina in the land consist of his own taro patches, and all other places which he himself cultivates for his own use and if he wish to extend his cultivation on unoccupied parts, he has the right to do so. He has also rights in the grass land, if there be any under his care, and he may take grass for his own use or for sale, and may also take fuel and timber from the mountains for himself He may also pasture his horse and cow and other animals on the land, but not in such numbers as to prevent the Konohiki from pasturing his. He cannot make agreement with others for the pasturage of their animals without the consent of his Konohiki, and the Minister of the Interior."

This declaratory enactment was passed by the Legislature at a time when the old system as to the tenure of lands was still in existence, and before the passage of new laws upon the subject of land titles, the operation of the land Commission, and the great Division of 1843, had brought about and perfected that entire revolution in the law affecting rights in land, and land titles, which has taken place since the year 1846. The character of the old system of tenure, and the state of titles and interests in land, at the time of the passage of the joint resolutions of November, 1846, may readily be gathered from those resolutions themselves, and from the fundamental "Principles adopted by the Board of Commissioners to quiet land titles, in their adjudication of claims presented to them," to be found on pages 81 to 94, inclusive, of the 2d vol. Statute Laws. While it is true that the joint resolutions referred to, have never been expressly repealed, we think there can be no doubt that, at least those of them which are merely declaratory of the law relating to rights in land, hav all been impliedly annulled and superseded by other enactments upon the same subject.

In order to ascertain and declare what is now the law upon that subject, it is necessary to examine and consider together the several enactments *in pari materia*, which are to be found standing upon the statute book. The Joint Resolutions of November, 1846, were not only declaratory of the rights in land, possessed in common at that time, by the Government, the konohiki, and the hoaaina, but were also, in part, directory as to the mode of leasing, purchasing and dividing of lands, having due regard to the common rights of these several parties. So far as these Resolutions provided for a division of land, their provisions have been entirely superseded by other and more expeditious arrangements, for, while the Great Division of 1848 separated and defined the land of the King and Government, and that of each konohiki, the action of the Land Commission separated and defined the land of every hoaaina who succeeded in sustaining a claim before the Board.

It was evidently the intention of the Legislature that, whenever, in any case, a tract of land was divided between the several parties in interest, those rights which they had previously held in common, while their interests in the land were undivided, should cease to be so held. The fourth Joint Resolution provides that, "If any man wish to obtain an allodial title to the land which he has himself cultivated," he should have the right to petition the Minister of the Interior for the purchase of such land, and if the land was sold and patented, the price obtained therefore was to be divided equally between the Government and the konohiki The fifth Joint Resolution reads as follows: "Whenever any individual secures an allodial title to his cultivated grounds, as specified above, and the *pasture ground* and uncultivated parts remain, then that remainder shall belong equally to Government and to the konohiki." The seventh Joint Resolution provides that, "If any konohiki wish to have his portion of any given ili or ahupuaa set off to him according to his rights in the same, that he may procure an allodial title therefor, he may petition the Minister of the Interior, on stamped paper, who shall have power, with the approbation of his Majesty in Privy Council, to complete the arrangements for the same, after which there shall be given to the konohiki a patent for the same." Can it be claimed that, after a division of the land between the several parties, in conformity with the provisions just quoted, the hoaaina still had the right to "pasture his horse and cow and other animals on the land" of the konohiki, to an indefinite extent? We think not. It might with equal propriety be contended that he still had the right "to extend his cultivation on unoccupied parts" of the konohiki's land, without his consent. We are much strengthened in this view of the case by the reading of the Act passed on the 6th day of August, 1850, confirming certain Resolutions passed by the King in Privy Council on the 21st day of December, 1849, granting fee simple titles, free of commutation, to native tenants, (or hoaainas) for their cultivated lands and house lots, and also protecting the hoaainas in the enjoyment of certain rights therein enumerated, as against the sweeping operation of the konohiki's allodial titles. The 3d section of that act empowered the Land Commission to grant fee simple awards, and to define and separate the portions of land belonging to different individuals, so that *each man's land should be by itself*. The 6th section reads as follows: "In granting to the people their cultivated grounds, or kalo lands, they shall only be entitled to what they have really cultivated, and which lie in the form of cultivated lands; and not such as the people may have cultivated in different spots, with the seeming intention of enlarging their lots, *nor shall they be entitled to the waste lands*."

Upon a careful examination of the Joint Resolutions of November, 1846, and the Act of the 6th of August, 1850, we find that several of the provisions of the latter are clearly inconsistent with those of the former, and we are of opinion that, so far as this is true, the provisions of 1846 must be held, by necessary implication, to be repealed by those of 1850. The first, as we have already intimated, were passed while the old system of land tenure was still in full force, and the rights of the different parties interested in the land were as yet undivided; the last were passed at a time when the entire change of system which has taken place since 1846 was in full progress, and had already, to a great extent, been achieved. We think the following language, held by the Master of the Rolls, in the case of the Dean of Ely vs. Bliss, applies here: "If two inconsistent acts be passed at different times, the last is to be obeyed, and if obedience cannot be observed without derogating from the first, it is the first which must give way. Every act of Parliament must be considered with reference to the state of the law subsisting when it came into operation, and when it is to be applied; it cannot otherwise be rationally construed. Every act is made, either for the purpose of making a change in the law, or for the purpose of better declaring the law." So, also, the following dictum of Lord Denman, in the case of Reg. vs. Inhabitants of St. Edmund's Salisbury: "While we hold that a positive enactment is not to be restrained by inference, we must also act on the maxim, "*leges posteriores priores contrarias abrogant*," whenever it comes in operation." (See Dwarris on Statutes, p. 531.) Upon this ground, we must hold that the 1st Joint Resolution, of November, 1846, has been abrogated, and that the enumeration therein contained, of certain specific rights of the hoaaina, apart from his right to the land he cultivated, has been superseded by the specification of the same rights, contained in the 7th Section of the Act of August, 1850, which specification reads as follows, viz:

"When the landlords have taken allodial titles to their lands, the people on each of their lands, shall not be deprived of the right to take firewood, house timber, aho cord, thatch, or ti leaf, from the land on which they live, for their own private use, should they need them, but they shall not have a right to take such articles to sell for profit. They shall also inform the landlord or his agent, and proceed with his consent. The people shall also have a right to drinking water, and running water, and the right of way."

That it was the intention of the Legislature to declare, in this enactment, *all* the specific rights of the hoaaina, (except fishing rights,) which should be held to prevail against the fee simple title of the konohiki, we have no doubt. We think this is con-

clusively shown by the fact that the Legislature, at its next session, in 1851, had its attention renewedly directed to this subject, on which occasion it revised and partially amended the section just quoted, by an act which commences with the following preamble, viz: "Whereas, many difficulties and complaints have arisen from the bad feeling existing on account of the konohikis forbidding the tenants on the lands enjoying the benefits that have been by law given them; Therefore," etc. It was evidently the intention of the Legislature, at the time of the passage of the act of 1850, that the former right of the hoaaina to "pasture his horse and cow, and other animals, on the land, but not in such numbers as to prevent the konohiki from pasturing his," should cease to exist. It was inconsistent with the new system and was therefore not preserved on the change of the law. That such was the general understanding throughout the country, after the passage of the act of 1850, clearly appears from the evidence given in this case; and it is matter of history that during several subsequent sessions of the Legislature, petitions were presented for the enactment of a law granting to the common people the right of pasturage on the lands of the konohikis, but without success, on the ground that it would interfere with vested rights. We understand the latest enumeration, by the Legislature, of the specific rights of the hoaaina, to be restrictive as against the rights of the konohiki and the Government, and we think, therefore, that the maxim "*expressio unius est exclusio alterius*," (Dwarris on Statutes, p. 605) must be held to apply in this case, with conclusive force; and that too without any distinction as to whether the plaintiff is a kuleana holder, or otherwise; our understanding of the term *people*, as used in the 7th section of the act of 1850, being that it is synonymous with the term *tenants*, as used in the law relating to private fisheries, of which we expressed our view in the recent case of Haalelea vs. Montgomery.

Let judgment be entered for the defendant, with costs.

C. C. Harris, Esq., for Plaintiff.
A. B. Bates, Esq., for Defendant.

Business Cards.

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Honolulu, July 1, 1857. 53-tf

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96-tf

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117-tf

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Five Sleeping Rooms,
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The Lot is 75 feet frontage, with a depth of about 300 feet, and contains a variety of Shade and Ornamental Trees.

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Honolulu, 22, 1858. 126-tf

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THE FOLLOWING ROOMS AND OFFICES in the FIRE PROOF BRICK BUILDING, corner of Kaahumanu and Queen streets, viz:

The second floor, at present occupied by D. C. Waterman & Co.

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The Cellar of the above building, capable of storage of 1500 barrels.

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TO LET.

THE TWO STORES RECENTLY erected in Fort street, between King and Merchant sts. Parties wishing to lease can have them fitted to suit by early application. For terms, please apply to

64-tf B. F. SNOW.

TO BE SOLD OR LET.—A LARGE AND commodious residence in Nuuanu Valley, about a mile and a half from town. Terms moderate. Apply to

Honolulu, July 1, 1-tf W. L. GREEN.

OFFICE TO LET.—The front Office over the Post office. Enquire of (34-tf) H. M. WHITNEY.

Lumber! Lumber!

AT THE OLD LUMBER YARD—Just received, ex Fortuna, the best assortment of Eastern Lumber ever imported, consisting of

15,000 feet assorted white oak plank, for Ship Carpenters' and Wheelwrights' use.

20,000 feet white pine sheathing boards, ¾ inch thick.

15,000 feet yellow pine 1¼ to 1½ inch plank, for heading and steps.

20,000 feet Pennsylvania white pine boards, parallel widths, planed on one side.

5,000 feet Pennsylvania white pine shelving, planed on both sides.

43,000 feet assorted dimension plank, 1¼ to 2 inch.

100,000 best Aroostuk shaved cedar shingles.

25,000 best laths.

And a variety of building materials.

C. H. LEWERS, Lumber Merchant.
67 Fort street.

Yellow Metal.

YELLOW METALSHEATHING, asst'd sizes, Composition Nails, from the manufactory of Crocker, Bros & Co, For sale by [119-tf] B. F. SNOW.

WHITE CEDAR SHINGLES.

99,000 BEST SHAVED WHITE Cedar Shingles, per "Harriet & Jessie", for sale by [112-tf] C. H. LEWERS, Fort st.

PAINT, &c.

FIRE PROOF PAINT,
Fire Sand,
Kaolin, 10 brls of each,
to arrive per clipper ship "Syren," for sale by
119-tf CHAS. BREWER, 2d.

PRESERVED VEGETABLES.

CASES PRESERVED VEGETABLES,
" " Meats,
" Brandy Fruits, daily expected to arrive per clipper ship "Syren," For sale by
119-tf CHAS. BREWER, 2d.

FINE WHITE SHIRTS.

CARTONS FINE WHITE SHIRTS, LINEN bosoms, collars and wristbands, for sale by

81-tf C. A. & H. F. POOR.

BLANKETS, &c.

BLANKETS,
Flannel and Hickory Shirts, to arrive per clipper ship "Syren," For sale by
119-tf CHAS. BREWER, 2d.

TEA! TEA!

POUCHONG, SOUCHONG AND OOLONG Teas, per "Yankee." Some of these teas are very superior. For sale by [117-tf] H. DIMOND.

LEAD PIPE Assorted sizes—for sale by
87- W. A. ALDRICH.

ECEMBER 23, 1858.

SIX DOLLARS PER ANNUM.
VOL. III, No. 26. WHOLE No. 130.

Real Estate for Sale.

Waikahalulu Water Lots!

THE UNDERSIGNED HAVING BEEN appointed agent for the sale and lease of the

Waikahalulu Lots!

begs to call the attention of Merchants, Ship Owners, Speculators and others to this finely situated tract of land which is now offered in lots at reduced rates and on liberal and convenient terms.

Plans may be seen and all particulars learned by application to the undersigned at Robert C. Janion's Fire-proof Buildings.

N. B.—Early application should be made for choice Lots.

W. L. GREEN,
Agent for the Sale of Waikahalulu Lots.
Honolulu, Oct. 21, 1858. 121-tf

Valuable Real Estate for Sale!

THE RESIDENCE OF R. V. SPEIDEN, situated on the Waikiki Road, two miles out of Honolulu. The premises contain about FOUR ACRES of well fenced Land, Dwelling House, and all other necessary out-houses. There is also a great variety of fruit trees—Peaches, Apples, Cherry, Apricot, Nectarine, Mulberry, Mango, Quince, and a variety of native fruit, Cocoanuts, etc. There are five fish ponds on the premises, containing about 20.000 fish, of which one fourth are fit for use. The ponds are supplied by a never failing stream of mountain water. The land is all in good cultivation, and bounded with Shade Trees of every description adapted to this climate. Persons desirous of purchasing, would do well to call and examine these premises.

Terms easy. Title fee simple.

For particulars, inquire of R. V. SPEIDEN,
On the premises;
Or A. J. CARTWRIGHT,
Honolulu.
114-tf

Coffee Plantation for Sale!

THE CELEBRATED
TITCOMB COFFEE PLANTATION,
AT HANALEI, KAUAI,

Is offered for sale. The Land of the Plantation comprises upwards of **1050 Acres**, and has upon it **50.000 Coffee Trees.** The land is well adapted to the cultivation of sugar cane. The estate is unencumbered, and will be sold by Fee Simple Title. For full particulars and terms of sale, inquire of

109-tf B. F. SNOW.

FOR SALE OR RENT.

THE CORAL STORE ON THE CORNER of Merchant and Kaahumanu streets occupied by Dr. McKibbin. Possession given on the first of August next. The premises are 30 by 60 feet, and will be enclosed if desired, and the house put in good order. If sold, the terms will be made easy. Inquire of

Honolulu, July 26, 1858. 109-tf ASHER B. BATES.

FOR SALE.

THE DWELLING HOUSE ON KUKUI street, occupied by Mr. Daniel Foster, opposite the residence of F. L. Hanks, Esq. Apply to

126-tf A. P. EVERETT.

FOR SALE.

THE DWELLING PREMISES formerly belonging to Robert G. Davis, situated between Dr. Wood's and Charles Bishop's residences.

Terms easy. Apply to

57-tf ASHER B. BATES.

FOR SALE.

THE HOUSE AND LOT SITUATED ON Waikiki Plains, at present occupied by the undersigned. Terms liberal. Apply at this Office, or to

96-tf JOHN LORD.

LAND FOR SALE OR LEASE.

THE "FOWLER FARM," situated in Palolo Valley, enclosed and containing forty-seven acres. Terms low. Inquire of

DR. SMITH, Dentist.
Honolulu, April 28, 1857. 44-tf

VALUABLE PREMISES.

FOR SALE OR LEASE for a term of years, the Store Premises now occupied by the undersigned.

65-tf B. F. SNOW.

FOR SALE OR TO LET,

SEVERAL ELIGIBLE BUILDINGS and house lots, situated on different parts of Mauna Kea street, Honolulu. Terms very moderate. For information, etc., apply to [106-tf] J. W. MARSH.

NOTICE.

THE UNDERSIGNED BEING ABOUT TO leave the kingdom, offers for sale the premises now occupied by himself, known as the **"Commercial Hotel,"** including the Stables adjoining. Also, all the fixtures of the Hotel, embracing everything requsite for the successful conducting of the hotel business, consisting of one superior Billiard Table, in first rate order, bar fixtures, etc.

—ALSO—

The Lease of the Lot on the corner of Nuuanu and Beretania streets, known as the "Circus Lot," and the Lease of the "Nuuanu Baths."

—ALSO—

One Soda Machine, with bottling apparatus complete.

H. MACFARLANE.
Honolulu, April 22, 1858. 95-tf

E. J. SMITH,
Undertaker and Cabinet Maker,

BEGS LEAVE TO NOTIFY THE public that he is now prepared to furnish all kinds of COFFINS, and superintend Funerals, at the shortest notice. From the long experience he has had in the business, he trusts that he may give satisfaction to those who will favor him with a call. Ready made pine coffins always on hand, from $4 to $10; cherry and koa do., varnished, $10 and $25; koa do, polished, $25 and $40. Koa Lumber on hand and for sale at his shop, King street, nearly opposite the Seamen's Bethel.

N. B.—FURNITURE made, repaired and varnished, with neatness and dispatch. 118-tf

JAMES LOCKWOOD,
Tin and Copper Smith,
LAHAINA, MAUI.

☞ All work in his line will be executed with promptness, and in a workmanlike manner. 116-tf

M. R. Harvey,
HOUSE, SHIP, SIGN & ORNAMENTAL PAINTER,
KING STREET, NEAR FORT, HONOLULU.

ALL KINDS OF WORK IN HIS LINE will be executed with dispatch, and in a style second to none. 103-tf

S. JOHNSON,
HOUSE CARPENTER, &c.,
KING STREET, NEARLY OPPOSITE THE BETHEL,

RESPECTFULLY INTIMATES THAT he is prepared to execute any work in the above line, and hopes to merit a share of public patronage. 102-tf

HONOLULU
AMBROTYPE & DAGUERREAN GALLERY!

DAGUERREOTYPES, AMBROTYPES, and PHOTOGRAPHS.

TH. W. FROEBE,
Successor of H. Stangenwald,
105-tf

THE HONOLULU IRON WORKS.

THE UNDERSIGNED is now prepared to repair or manufacture all kinds of machinery, mill gearing, windlass gearing, ship forgings and smith work.

Cart boxes, forge backs, anvils &c. on hand and made to order.

Iron and and best quality of smith's coal for sale.

Also one excellent small sized sugar mill with copper train complete, adapted to either horse or water power.

2-tf D. M. WESTON.

HONOLULU SOAP WORKS,
BY
W. J. RAWLINS & CO.,

ARE THANKFUL FOR PAST FAVORS, and are prepared, with their present improvements, to supply merchants and families with hard and soft soap; also, neats foot oil.

☞ And always ready to buy or trade for tallow, slush, and all kinds of kitchen grease. 53-1y

CABINET-MAKING

THE UNDERSIGNED HAVING ENGAGED the services of an experienced Upholsterer, is now prepared to make to order Spring Beds, Hair, Pulu and Hay Mattresses, Spring Lounges, &c. Old Sofas, Lounges, Ottomans and Chairs repaired and re-covered on reasonable terms. Furniture of all kinds made to order.

Koa, black walnut, pine and lead Coffins constantly on hand and made to order. CHAS. W. FOX, Cabinet-maker,
76-tf Stewart's Old Stand, Hotel st., near corner of Fort.

HENRY ALLEN,
CARPENTER AND BUILDER,
Fort street, opposite the store of Samsing & Co.

ALL WORK in his line done with dispatch and at the lowest possible rates.

Jobbing done at short notice.

☞ Call and see. 77-1y*

BREAD!!

HOURLY EXPECTED per "Syren,"
50 Casks Bread, in whalemen's casks,
100 Brls Bread,
100 Cans Wafer Bread, a new and superior article

For sale by
119-tf CHAS. BREWER, 2d.

SHIPS' ACCOUNTS.

MASTERS OF WHALESHIPS WHO DESIRE assistance in the making up of their accounts, will please call on the undersigned, who will give his immediate attention to business entrusted to him. Office at the "Sailors' Home." [115-tf] GEO. WILLIAMS.

REMOVAL.

THE UNDERSIGNED HAVE REMOVED to Makee & Anthon's fire-proof building, up stairs, over the store of W. A. Aldrich.

106-tf C. A. & H. F. POOR.

San Francisco Advertisements.

SINGER'S FIRST PREMIUM
Great Gold Medal Sewing Machines!

THESE MACHINES took the GOLD MEDAL at the great Paris Exhibition in competition with all the machines of EUROPE and AMERICA, including "Wheeler & Wilson's" and "Grover & Baker's," and the French Government paid Singer & Co. 500,000 francs for the use of the patents. In addition to this, we have taken the FIRST premium at seven State Fairs, and and it hardly needs the verdict of a Honolulu jury—where Sewing Machines are scarcely known—to determine its position as the best machine for all practical purposes in use. All who have used the different machines will say so, and none others are competent judges. Address

JNO. H. DUNNELL, Agent,
122-3m 151 Sacramento Street.

California Preserved Meats, &c.

CALIFORNIA PRES'D MEATS, SOUPS, &c., put up from the best American meats, by

D. R. PROVOST & CO.
San Francisco, California.

D. R. P. & Co. have constantly on hand a general assortment of

English Oilman's Stores,
Domestic Pickles,
Preserves,
Fruits,
Nuts, &c., &c., &c.

which they offer for sale in quantities to suit the purchaser.

122-6m.

TEHAMA HOUSE,
CORNER OF CALIFORNIA AND SANSOME STS.,
San Francisco, Cal.

THIS WELL-KNOWN AND POPULAR Establishment offers superior inducements to the Traveling Public, and to those wishing a quiet home. It is situated in convenient proximity to the business center, and is conducted on the European Plan, giving its patrons the choice of obtaining their meals at the restaurant connected with the house, or elsewhere, as their convenience may suggest.

The Proprietor, who has been engaged in this house since 1852, solicits a continuance of the patronage of his many friends, which, as heretofore, he will endeavor to merit by strict attention to their wants and comfort. G. W. FRINK,
66-6m Proprietor.

AMERICAN EXCHANGE.
(FORMERLY WILSON'S EXCHANGE,)
IS UP TO THE GRADE,
Sansome st., opposite American Theatre,
SAN FRANCISCO.

MR. BAILY SARGENT,

Proprietor of the American Exchange, (late Wilson's Exchange,) begs leave to inform the Traveling community, that he has undertaken the personal charge of that house. He has made extensive alterations and improvements, and has renovated the house throughout, making it the first Hotel on the Pacific coast. There has been added to the House a very fine

SITTING ROOM AND DINING HALL,

Newly furnished. In point of comfort and all the convenienc which modern hotel keeping have rendered essential, the

AMERICAN EXCHANGE,

will compare favorably with any of the Atlantic Hotels. The best talent has been employed in the various departments, and the proprietor will set the BEST TABLE the market affords. PRICES TO SUIT THE TIMES.

The American Exchange Coach is always in readiness to convey passengers to and from the House to the Landings, or to any part of the city, for $1—Baggage free. Mr. P. B. Smith has charge of the Coach. 66-1y*

LAWRENCE & HOUSEWORTH,

OPTICIANS, CLAY STREET, SAN FRANCISCO, Wholesale and Retail Dealers in and Importers of Optical, Mathematical and Philosophical Instruments, have for sale the largest assortment of Spectacles and Eye Glasses on the Pacific Coast. Also, Opera Glasses, Telescopes, Drawing Instruments, Spectacle Cases, Thermometers, Hydrometers, Magnetic machines, Galvanic Batteries, Magic Lanterns, etc.

Messrs. L. & H. pay particular attention to the Spectacle branch of the business, having years of experience, and a perfect knowledge of the art of adjusting and fitting the proper glasses to the eye, and assisting and restoring the sight.

Persons at a distance wishing a pair of Spectacles, by sending a glass from the old pair in a letter, or stating their age and the distance from the eyes they can read small print, may procure from us a pair to suit them, at the same price as if they were here in person to select them. 102-6m*

STENCIL PLATES.

FOR MARKING BOXES, BAGS, &c., CUT to Order, at the lowest rates, by BURKE & CO., **159** JACKSON STREET, SAN FRANCISCO. ALSO—Names cut in Copper, for marking clothes, books, etc., with indelible ink.

N. B.—Orders left with the publisher of this paper, will always be promptly executed. 102-tf

Redington
& Co.
Wholesale
Druggists,

No. 107 Clay street, San Francisco,

OFFER FOR SALE A FULL AND COMplete assortment of desirable

DRUGS AND MEDICINES.

R. & CO. respectfully solicit orders from the country, and will guarantee satisfaction in every particular to those who favor them with their custom. 66-6m*

T. C. Boyd

DESIGNER AND ENGRAVER ON WOOD.

T. C. BOYD RESPECTFULLY INFORMS his customers that he designs and engraves every description of Advertising Cuts, Views of Buildings, Goods, Wares, Patent Articles, Portraits, Labels, Masonic, Odd Fellow and Temperance Seals, Notary Public and County Seals, (brass or wood,) Bill Head Vignettes, Newspaper Heads, Serious or Comic Book Illustrations, etc. STAMPS of every kind engraved on copper, brass or wood. **125** CLAY STREET, corner of Sansome, SAN FRANCISCO.

N. B.—All orders from the Islands, sent through H. M. WHITNEY, Esq., Honolulu, will be promptly executed. 102-1y

Dr. L. J. Czapkay's
GRAND MEDICAL AND SURGICAL INSTITUTE,
Sacramento st., below Montgomery.
Opposite Pacific Mail Steamship Company's Office,
SAN FRANCISCO, CAL.

Established in 1854, for the permanent cure of all private and chronic diseases, and the suppression of quackery.

Attending and Resident Physician, L. J. CZAPKAY, M. D., late in the Hungarian Revolutionary War, Chief Physician to the 20th Regiment of Honveds, Chief Surgeon to the Military Hospital of Pesth, Hungary, and late lecturer on diseases of women and children. Communications strictly confidential. Consultations by letter or otherwise, free. Address L. J CZAPKAY, M. D., San Francisco, California. 70-3m

GUTTER.

1000 RUNNING FT. OF 4x5 WORKed Pine Gutter for sale, ex "Eliza & Ella."

86-tf C. H. LEWERS.

CANDY.

CASES ASSORTED STICK AND FANCY Drops, just received per "Radnga," and for sale by

117-tf C. A. & H. F. POOR.

STORAGE.

STORAGE FOR 400 TO 500 TONS heavy or light goods, on the premises of the undersigned

44 B. F. SNOW

COCOANUT OIL.

A FIRST-RATE ARTICLE FOR SALE in quantities to suit, at

108-tf GEO. C. McLEAN'S STORE, Nuuanu st.

NAVY BILLS & WHALER'S BILLS taken at the lowest rates by

July 1, 1 tf ROBERT C. JANION.

FRESH RAISINS,

PER YANKEE, IN 1-2 AND 1-4 BOXES.
For sale by [115-tf] C. L. RICHARDS & CO.

NOTICE

TO ADVERTISERS AND SUBSCRIBERS

Obituaries, funeral invitations and notices or communications intended only to benefit an individual's business, will be charged as advertisements.

Advertisements displayed in larger type than usual, are subject to heavier charges.

☞ Subscription for the Commercial Advertiser and Advertisements are payable INVARIABLY IN ADVANCE.

☞ No transient advertisements will be inserted unless PRE-PAID.

☞ Correspondence from all parts of the Pacific will always be very acceptable.

COMMERCIAL PRINTING OFFICE.

PLAIN AND FANCY
BOOK AND JOB PRINTING
—SUCH AS—

BOOKS, BILLS OF EXCHANGE,
CATALOGUES, BILLS OF LADING,
BILL HEADS, CONSULAR BLANKS,
CIRCULARS, BLANK DEEDS,
AUCTION BILLS, HAND BILLS,
PAMPHLETS, SHOP BILLS.

☞ VISITING, BUSINESS AND ADDRESS CARDS printed on a "Yankee Card Press," in the highest style of the art.

Foreign Cards.

D. C. McRUER. J. C. MERRILL.

McRUER & MERRILL,

COMMISSION MERCHANTS,
AND
AUCTIONEERS.
AGENTS OF THE
Regular Dispatch Line of Honolulu Packets.

Particular attention paid to forwarding and transhipment of merchandise, sale of whalemen's bills, and other exchange, insurance of merchandise and specie under open policies, supplying whaleships, chartering ships, etc.

47 and 49 California street. 120-tf

REFER TO:
Captain James Makee, Honolulu; Captain D. C. Waterman Honolulu; Messrs. Gilman & Co., Lahaina. 120-tf

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S. GRIFFITTS MORGAN. C. S. HATHAWAY. E. F. STONE

MORGAN, STONE & CO.,

Commission and Forwarding Merchants, San Francisco, Cal References, T. S. Hathaway Esq. Messrs. T. & A. R. Nye, & Swift & Perry, New Bedford, Messrs. Grinnell Mintarn & Co., New York, John M. Forbes Esq., Boston, Messrs. Perkins & Smith, New London, Daniel C. Waterman Esq. Honolulu. July 1, 1856-tf.

Mr. JOHN ALEX. MATHEWS,

COMMISSION MERCHANT,
6 Queen's Place. Sydney.

☞ Reference to W. L. GREEN, Honolulu, S. I. 104-6m

EASTRA & CO.,

COMMISSION AND FORWARDING MERCHANTS,
Hakodadi, Japan.

ALL Kinds of Fresh Provisions furnished; also, Ship's Stores and Ship Chandlery, AT HONOLULU PRICES. Whalemen's Drafts taken, &c. 71-1y

---

WM. H. KELLY,

GENERAL COMMISSION MERCHANT,
TAHITI,

Will supply ships with provisions, &c., and advance money on favorable terms for bills on the United States. 43-1y

---

W. BUTLER,

CUSTOM HOUSE & COMMISSION AGENT
MANGONUI, NEW ZEALAND.

☞ Shipping supplied on the most reasonable terms. Lat. 35·6 S., long. 173·38,E. 41-1y

---

SAML. C. WOODRUFF,

SHIPCHANDLER, STOREKEEPER AND *GENERAL AGENT*.—Goods bought and sold on commission. Ship and Family Stores put up at the shortest notice. Corner of QUEEN'S ROAD and POTTINGER STREET, **Hongkong.**

☞ Refers to THOMAS SPENCER, A. J. CARTWRIGHT, J. C. SPALDING, Honolulu, Sandwich Islands. 104-1y

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DISSOLUTION OF COPARTNERSHIP.

THE COPARTNERSHIP HERETOFORE existing under the name and style of EDWARDS & WALTON, is this day dissolved, having expired by limitation. The affairs of the late firm will be liquidated by A. S. EDWARDS, who will continue the **Wholesale Liquor Business, at 106 Front street,** under the name and style of A. S. EDWARDS & CO.

A. S. EDWARDS,
N. C WALTON.

The undersigned respectfully call your attention to their full and varied stock of **Wines** and **Liquors**, which has lately been replenished by recent arrivals from Europe and the Eastern States, and which will be afforded at lowest market prices

San Francisco, April 30, 1858.

100-6m A. S. EDWARDS & CO.

A. S. EDWARDS & CO.,

IMPORTERS AND WHOLESALE DEALERS IN
Wines and Liquors,
106 *FRONT STREET, CORNER OF WASHINGTON,*
San Francisco, Cal.

CYRUS W. JONES, FORMERLY OF HONOLULU, is engaged with the above firm, and respectfully solicits orders from old friends, and will be happy to attend to the purchase of all descriptions of merchandise, at the usual rates of commission. 66-tf

---

BARRY & PATTEN,

IMPORTERS, WHOLESALE AND RETAIL DEALERS IN
WINES, LIQUORS, DEMIJOHNS, &c.,
116 Montgomery st., San Francisco. 66-1y*

H. WEBSTER & CO.

IMPORTERS AND DEALERS IN
Brandies, Wines,
AND
Liquors of every Description.
101 *FRONT STREET,*
Between Washington and Merchant
115 tf SAN FRANCISCO

ROPE WALK AND OAKUM FACTORY.

CORDAGE OF EVERY SIZE MANUFACTURED to order. Constantly on hand, a large assortment of *MANILA AND HEMP ROPE*, (all sizes), Bale Rope, Tow Line, Oakum, &c., for sale by TUBBS & CO.,

80-1y* 139, Front Street, San Francisco.

NEW COOPERAGE.

LEWIS & NORTON,

COOPERS,
Corner King and Bethel Streets,

THE SUBSCRIBERS would inform their friends, Shipmasters, and the public generally, that they will be happy, at all times, to greet them at their New Shop on corner of Bethel and King streets. All orders with which they may be favored, will be thankfully received and promptly attended to.

☞ PARTICULAR ATTENTION PAID TO GUAGING. ☜

N. B.—Terms moderate.

JAMES L. LEWIS.
98-tf GEORGE W. NORTON.

H. C. GRAHAM,

COOPER AND GAUGER.

THE OVERSIGNED having recently purchased the Cooperage formerly occupied by C. H. Butler, corner of Queen and Fort streets, is now prepared to execute with dispatch all orders that he may be favored with at the above named place or at his Old Stand, opposite the "Royal Hotel."

Ship Agents and Masters are respectfully invited to call and examine his large and desirable assortment of Casks, Barrels, Tubs, &c.

N. B.—4000 barrels casks on hand and for sale on the most reasonable terms. 69-tf

---

HENRY SMITH,

SHIPSMITH AND GENERAL BLACKSMITH,

WOULD RETURN HIS THANKS FOR former patronage received while at his old shop, opposite the Custom House, and at the same time notify Shipmasters and the public generally, that he has taken the stand adjoining Messrs. BURNS & EMMES, shipwrights, formerly occupied by Captain Brown, where he is prepared to execute all kinds of work in his line on the most reasonable terms, in a workmanlike manner, and with dispatch. 76-tf

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THOMPSON & NEVILLE,

BLACKSMITHS,
OPPOSITE THE CUSTOM HOUSE,

THE ABOVE HAVING PURCHASED the premises formerly occupied by *M. M. Matthews*, are now prepared to execute Ship, Carriage and Cart Work, on the shortest notice and most reasonable terms, and hope by strict attention to business to merit a share of the public patronage heretofore so liberally bestowed. 105-tf

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BOOKBINDING

DONE IN A VARIETY OF STYLES neatly and substantially, and on fair terms. Law Books, Music, Newspapers, &c., bound to order. Portfolios, Scrap Books, Herbariums, Drawing Books, and Blank Books, made to order, officers of ships can have their Navigation and Log Books, and Charts, bound and repaired, at the Mission Office, Kawaiahao. Old Books rebound at short notice.

Orders may also be left at **H. M. WHITNEY'S** Bookstore, Honolulu. SAMUEL RUSSELL

July 1, 1856-tf-

SAILS! SAILS!

FOR SALE BY THE UNDERSIGNED the following SAILS, suitable for a vessel of 250 to 300 tons viz:

1 new Topsail;
1 new Foresail;
1 new T. M. Studding Sail;
1 main Royal;
1 Spanker, 1 Jib, }
1 Fore Topmast Staysail, } Nearly new.
1 Spanker, }
1 Top Gallantsail, }

—ALSO—

1 set iron stripped Cutting-in Blocks, with chain pendants, complete. [93-tf] B. F. SNOW.

CHAIRS! CHAIRS!!

JUST RECEIVED per "Young Greek," from Boston, an assortment of Chairs, consisting of—

Bay State office, Ladies' Dining, Wood Seat office,
Baltimore Cane, Lafayette do,
Ball Top Grecian Gold Stripe, do do do Curl Maple,
Cane Back Rocking, Ball Top Grecian Bird Eye,
Cane Back Nurse, Wood Seat, Children's Rocking,
Children's Peg Arm Dining, do do Hole, &c., &c., &c.,

For sale by
119-tf A. P. EVERETT.