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# Land Commission

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# Book of Testimony

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1846

## Claim No 2. Robert Kilday 1846

March 11<sup>th</sup> Robert Boyd deposed that the Land in question was understood by him from Natives, and from Mr Kilday himself, to be called Pualaolo.

The Land joins at the Westward with Piki's land. It is bounded to the south and east by lands owned by Namaan called Kaahookane, and to the north and east by a land called Kaaleo - owned by Kinnimaka, and to the south by a road leading by the road from Honolulu to the Valley of Nuuanu.

He supposed the length of the Land from East to West to be six hundred feet, and from north to south the same.

Since Mr Boyd arrived in 1822 Mr Kilday has been in possession of it, and he understood Kwikikiewa to have given it to Kilday in the name of the King - Kilday himself informed of this.

Mr Boyd understood the Land to be called Boki's. Boki gave the witness land and requested him to give it back, which he, witness, did, on the ground that he had two. This he states as an instance of the former usage. The witness considers that Boki could have taken the Land without his consent. Occupying Land by writing or verbal agreements would have made no difference to the practice referred to.

Boki having in 1829 purchased part of some premises in Honolulu which he intended to give to the witness - by making out the writings from Boki to Boyd - Boki, not understanding the right use of writings in such a case, said to the witness - You sign it for me.

The Fish Ponds are situated about two miles from the Land, but are considered an appendant to that Land. They belonged naturally to the place. Witness testified.

Boyd of Register

7

Mr Boyd

They are to be used as Fish Ponds, by old usage a tenant would not be allowed to fill up a fish pond.

Witness does not know what passed between the King and Kilday in 1821 - having arrived in 1822. Witness was here in 1824-1832 and 1833. He knew Kilday in 1823 - he was then in possession of this land and had a house built upon it at that time, and had lived upon it ever since, and has had several buildings upon it. He (Kilday) has lived steadily upon it for fourteen years last past; before which he lived there at intervals - during which intervals he was following the King. The intervals of absence were only about five or six months at a time. Kilday was the King's Sailor in former times.

Witness thinks The King & Chiefs have paid about ten times as much as other people. Witness has worked three weeks for King Kamehameha, and received about ninety dollars in cash and sixty dollars worth of cloth.

Witness understood from Kilday that Kaitiawa attempted to dispossess him, by giving the land to Major Warrens daughter, which the King again restored to Kilday, this was in 1823. In 1834 Kuali'ia attempted to dispossess him, which the King would not permit, but confirmed him in it. The reason of the King acting in this way was because he thought it would be an act of injustice.

Witness stated that he had known instances when the King wished to give land to any one, and was at a loss for any particular land, that he would apply to a Chief who had lands to give him one for the person that he wished to give a land to; Witness said that he did not know upon what principle the King could claim the right to prevent a Chief from doing an act of injustice in regard to his own land. Witness said that he understood this land was *Poiki's*, and that the King asked *Poiki* for it, and that

it was given in remuneration for Kildays services. Witness has conversed with the King & has never known to hear him gainsay the gift of this Land; nor express any wish to dispossess him of it.

Witness said he had never known any particular time to amount to a title; and that he had known two instances not which land had been taken away. First instance - David Lyons possessed land not less than fifteen years, which he got from the old King Kamehamiha I and Kamehameha II, and dispossessed him. D. Lyons made no demur to it when he was dispossessed; but in 1842 when the D. Commission was here he heard that he brought in a complaint at that time.

Second instance - Don Francisco Marinini had land at Tea River which was given to him by a former King; and was captiously dispossessed of it; after occupying it a long time but he recovered it by paying money.

Witness stated that there are Tenants on the Land claimed by Kilday, belonging to the relations of his Wife; one named Kameahu without a family was living on the Land when Kilday first got possession of it; Kildays Wife and her brother and two other Natives are put on the Land by Kilday. Kameahu has put up a house on the Land with his sufferance, and has two taro patches. They pay a rateable proportion of the tax on the Land to Kilday.

Mr Boyd - the present witness - was born on the Island of Grenada under the allegiance of George III. His title to part of this Land depends upon Mr Kildays title to the whole; and Witness is his presumptive to the property.

Robert Kildays statement regarding the same matter.

Witness said that he came from the N. W. Coast in the Volunteer American vessel, and is a British subject.

Mr Pitt came on board and a man Thomas Hooper. Witness

was making a jacket for the chief mate; Hopu asked him to get his discharge from the ship, and come on shore to live with the young Prince. He got his discharge and went to live with the present King. They went to Maui; & from there came to Oahu. Mr Pitt and Gov<sup>o</sup> Pahi concluded to give him this land under the King; and Wabnefs immediately began to work for the King & went about with him wherever he went.

Wabnefs has made the principal part of his tailoring when a Boy; & has made coats, pantaloons &c for him, and clothing for the soldiers. At that time, if a Chief gave Land, it was considered that it was payment for work.

Wabnefs has never paid rent, but has paid the Land Tax the government would not allow him till lately to pay any tax. From about 1829 he has paid tax in hogs, swine or money - of about nine dollars in value. Since the first law relating to the land tax, he has paid it at the highest rate for it.

Mr Hilday stated that he wished to have the Land surveyed.

#### Deposition of Pahi.

Wabnefs stated that a high Chief cannot take away Land of an inferior Chief to bestow it upon a third person, without asking permission - though perhaps a Brother or a Sister might do it.

If a fault - incurring the displeasure of the King is committed - he could take away Land, but he would not do it without sending for the person. The taking away Land by a Superior, from the King down - without sending for the person and informing him of it is a great crime. A child cannot dispose of his own lands until he is 15 or more years old; according to ancient usage -



If the guardian approved the gift they can do it together. Witnefs has received through his family, and has possession of land which has been in his family from the time of Keawe down, but still the king could take it away if he chose.

Witnefs has a considerable amount of land, but does not consider any of it his own exclusively.

Witnefs has heard Puakaolo was given to Kilday. He does not know who that land belongs to. He has known Kilday to have lived on it sixteen years, and was acquainted with him before, and knows no harm of him. He has known him to make clothes for the king.

Witnefs said If he should buy out the rights of all his tenants, holding land of his own, and to divide the shares between himself and the king, witnefs would consider a third to be the proportion due to the king, and two thirds to himself.

W 156

March 18. Same case continued.

Kuanao a Governor of Oahu. deposed. He knew that Kilday was a Tailor for the King before the death of Kamehameha II. The King furnished him with his board in the first instance, & subsequently granted the Land in question according to ancient usage - with the right to take it from him at his pleasure. Witnefs cannot tell precisely the age of the King when the Land was granted, he knows him to be small.

The Land was given on the arrival of Lord Byron in 1825 the King was twelve years old. A Child of that age could not of himself give Land; it was necessary that the guardians should cooperate with a child at that age; and that Kalaimohiet Kahumani should cooperate with the King at that age as his guardians. Witnefs in stating that Kahaonani

W 142

would resort to Halaemohu for two reasons - one as guardian of the infant King and one as Governor - he does not mean say that the Governor as such would have any thing to do with it. Witness deposed that Kilday has occupied the Land from 1825 - he has not lived upon it all the time.

No land ever became the property of a person from mere occupancy - for sake of propriety, the Landlord would not turn him off without a fault, the Landlord would himself be the judge whether a fault had been committed or not.

Witness stated - If a man committed a fault He would immediately dispossess him with informing him.

Witness had heard that Kilday did not work for the King without payment after he had possession of the Lands.

Witness does not know that the King gave him any thing.

Witness says that the reason Haalilio wished to dispossess Kilday of the Land was because he refused to do work for the King without payment.

Witness says it was not customary ever for the Child to dispose of his Land without the Fathers consent - during Fathers life time.

It is not strictly in accordance with their custom for the child to dispose of his land without the consent of the Parents, or if no Parents - the consent of near Relations or Guardians.

Witness said that it was not customary or consistent with them when the Landlords changed to dispossess tenants.

If there was an agreement between the old Landlords & the new, they sometimes dispossessed the Tenant, but not without a fault.

Witness stated that the King would be injured by the Title of this Land being given to Kilday, but no other person.

According to the understanding of Witnesses, the real rights belonging to Kilday in this land are small, compared with those of the tenants.

Kilday had two taro patches, but the Tenants owned the greater part. It was their duty to keep them in order. Witnesses deposed that sometimes when the tenants have brought in the produce of their land, the whole has gone to the King, but he considers Paki's statement to be correct.

Witness thinks that the rights of Tenants being deducted, half of the residuum should belong to the King.

If they were going to give Kilday what really belongs to him, he Witness thinks that all that belongs to him are the two Taro Patches. The uncultivated Lands belong to the government. The principal part should belong to the King.

W 133

Claim No. 1. John Tofo.

March 18<sup>th</sup>

M. Kuanava deposed that the Land in question belongs to him. He has formally surrendered the land to the government, & the government has ever since received the rent of it. This was done at a meeting of the Chiefs at Sakaia, and the price originally paid by Witnesses to Wm French for surrendering his rights in the Land was the money of Government.

Witness thinks three feet have been taken from the Land on the side of the street intersecting Chapel Street a short time after the Lease. Witness said there are no native occupants.

G. P. Sudd Esq. deposed that what he knew about the case was very much hearsay. Witness believed Kinofu was

W 134

the owner of the land on the ancient system. He believed Mr. French got possession & put improvements on it. He believed that Kekuanaoa purchased all his rights & interest in the same. he knew that fact, having seen the Bill of sale; he believed that that money paid was government money. He believed that the title belongs to government; it having been so admitted by Kuanava, Governor of Oahu at Lahaina.

John Voss came to the Witness complaining that a part of his land had been taken away to make the road three or four years ago. He has often brought up the subject. Witness applied to Kekuanaoa who said he had given him some enlargement of his premises back. Witness knew that old Voss applied for an extension of time, & offered to increase the amount of rent, and that the Governor's clerk commenced erasing in the Lease the number of dollars & putting in a new sum; and also to make a similar change in the number of years. Witness told him that would be illegal to alter a document of that formal character & highly dangerous. That it was agreed to extend the lease, New Papers should be drawn up, & when complete the old ones should be destroyed. Therefore Witness believed there was a promise to extend the Lease on new terms. In fact Kekuanaoa told Witness that it was his wish to do so, but various circumstances prevented the things being done until the general determination of the Government to leave all titles untouched. Witness believed the term of years it was to be extended to was fifty. The increase of rent from 35 to 45 dollars. In 1843 Witness sent a native & Foreigner to measure that plot, and to give him a description exactly as it is enclosed & another as follows.

The result is that the Witness believed Mr. Vop has a little less land than is included in the Lease, it having been cut off in order to straighten the street, the piece added to the back part not being quite equal to that which was cut off. Witness believed Mr. Vop would be very glad to have a new lease for fifty years from the date of the old one, and pay a rent of forty five dollars <sup>per annum</sup>. He thought if any one was entitled to this extension the claimant is. Witness never promised more than to use his influence in favor of him. The proposition to alter the lease was in consideration to what he had yielded to the street, and his having placed a good building on the Land, he being a very estimable man.

W 140.

Witness

Claim No 3. I. Kaapuni March 18<sup>th</sup>  
 Kaimoku. Witness deposed that Kuuikelani was Governor of Oahu immediately after it was conquered by Kamehameha & that he lived with the following persons: Manuhoa, Kaehekahi, Koki, Kalaihiakulu, Eka, Pipii, Manini, Hikahi, & Kamakaokalani; Also Kehauluohi, Pauahi, and Kalainohino, on lands called, Kiki hale, Hukolo, Kuuikelani being their Landlords; but Kamehameha the true owner. Malimaapa was a servant of Kuuikelani and lived there with his Master. He died about the time this fort was built. While Kamehameha was at Hawaii, Kuuikelani died & left his right to his son Kawai lepolepo & Kaehekahi then took charge of the place instead of Malimaapa. But Kaehekahi was turned away by Kawai lepolepo at Kamehameha's orders, and Mahoe was put in his place. Kalaimoku at the time of building the Fort was offended with Mahoe & displaced him, giving charge to Kaumaunakea, He retained charge until Manini

W 1

took charge of the Fort, when Kaumauakea was placed and charge given to Pehu, though Kaumau continued to live as he had done. But at the time Kuaikini took charge of the Fort, Kaumauakea his right to Auwae, but when Auwae went to Maui then Peki took it as Governor & there being no part, moved Kaahumanui's house to that place. At Kihikihale Kaaperuiki has a little place, but a small part of that Land, and has always been possession of it since the death of Naleimaha.

Testimony resumed Page 11 - 12

Register P. 10  
Robinson

Claim No 4. Geo Pelly March 25<sup>th</sup>  
 James Robinson deposed that there was one small spot that belonged to a man called Bob the tailor, alias Robert Kila, occupied by him 23 or 24 years ago.  
 Witness stated that Mr. Pitt verbally gave him the part which Mr. Pelly lives, and the adjacent one where R. Kilday lives. The part which Bush occupies, being identical with the place where R. Kilday lived was then included, bounded upon street leading from Mr. Jarves's to Mr. French's.  
 Witness stated that he worked for Mr. Pitt.  
 Witness enclosed the Land at the time, according to the present enclosure which surrounds it.  
 Witness occupied it 6 or 7 years after he got it from Mr. Pitt. There were no Natives on the Land nor had been for many years, when he sold the land to Ridley, at the date of the Bill of sale.

Register P. 10  
Kaumauakea

Claim No 5 George Pelly March 25<sup>th</sup>  
 Kekuanaoua deposed that in 1839 he went up to Suvaenu at the orders of Kekuauohi to execute the agreement of Kineu with Capt Elliot, which was to deliver up to Mr. Pelly

the place which he now possesses & then surrounded with a house fence. Witness was forbidden to deliver up the land lying between his present fence & the River. The part witness was ordered to deliver up, was the part fully surrounded with the fence. Witness deposed that there was a house on the Land owned by Pahu who had some rights there as the head of the Valley which he renounced; and has none now remaining.

1877

Claim No 7 D.P. Penhallow April 1<sup>st</sup>

Petoi Witness sworn deposed that his Wife is the only heir of Kapihiki, whom witness represents.

The land was in possession of Kinau & Boki, but they gave it up to the King, who gave it to Kapihiki; it was given to the King by Kinau & Boki as the Kings private property; it was unoccupied & they took possession of it; they built houses for themselves upon it. Witness stated that in old times any one could take possession of unoccupied lands, & no one would say any thing about it. Witness could only speak positively in relation to the houses upon the land. These they gave to the King. In relation to the Land he could not speak.

Witness stated, that the manner in which Kapihiki left the land to Petoi's Wife, was that she should have the right of tenantry under the King, & further added by way of explanation, that he willed it to the King, Subject to the right of tenantry in favor of his Wife, the sister of Kapihiki. It was a written will addressed to the King.

1892

Claim No 3 I. Kaapuhiki, confirmed p. 130 April 1<sup>st</sup>

Pahana sworn deposed that he was born on Hawaii, & came to this Island when it was conquered by Kamehameha. Witness was small at that time, but as soon as he was old

Registered  
claim

Registered  
claim

enough to become intelligent, he was acquainted with the land which Kaapiiki now claims.

Kamehameha gave the land to Kiihelane - indeed Kiihelane was the head man of all Honolulu.

Witness is own Brother to Kaapiiki the claimant.

He lived there with his Father as servants of Kiihelane.

The yard was occupied by us in connection with Hikiiau who was the head man under Kiihelane, there were other servants in the yard belonging to Kiihelane.

Kiihelane died suddenly without a will.

Mahoi was appointed to his office, I we then lived under him as under Kiihelane. We lived at Kikihali.

Subsequently Mahoi was dispossessed. Kawailapolepo was appointed in his place. When Kihoriko came to this Island, the Chiefs & people filled up the place, at which time, I with some of the rest of us, moved back to Palamoo, and left our yard with my grandmother & others of my relations. Kaapiiki was at this time a child, I stayed with his grandmother, at which place he has always lived to the present time.

(resumed Page 20

4. 11. 2

Claim N<sup>o</sup> 8 Kamaha & Puhikila N<sup>o</sup> 8

Kehuanao - sworn - deposed that he was called as a witness by both parties, & the amount of his testimony will relate to his own transactions as Governor & to those of Kianau.

In 1822 when I came to the Island, Puhikila was in possession of the whole of that yard as mentioned by the claimant; it was separated by a path from the land occupied by Kinsau. When Hikiiefs arrived here some of his relations went on the same yard to live, but the terms of the agreement he did not understand, and subsequently Mahure went in, in the same way. Witness says that is all I know definitely.

Register Page 27  
Kehuanao



and as far as I can see, it was Puhua's yard.

Witness deposed that according to ancient usage, the Premier could take away land and give it to another. In illustration, the place where the Seaman's Chapel stands belonged to me, & another, and Kinau took it & gave it to another, though she asked me & I gave my consent. Witness added that he could not have refused. Witness is of opinion that the premises have been permanently transferred to Mahune. They were transferred by word of mouth by Kinau in my presence. Witness refers to that which is permanently occupied by Mahune, & ground which his fence runs.

According to ancient usage the state of affairs is this. These claimants were above Mahune, and he occupied it under them, that was the former aspect of it; but the effect of Kinau's decision was to deprive them of any further rights in it. Mahune was at that time living on the land as a tenant of the claimants; it was agreeable to ancient usage for the chiefs to take possession of land, either with or without the approbation of the tenant, and confer it upon whom they please. Witness says that he should be able to point out the boundaries of the land which Kinau declared to belong to Mahune. He is not able to point out the entire land claimed by the claimants. The entire land was surrounded by a fence in 1822. He thinks the fence ran to about the middle of the road called Fort Street.

W263

Deposition in writing in the same claim by Stephen Reynolds  
I arrived at the Island, port of Honolulu between the 5<sup>th</sup> and 10<sup>th</sup> of May 1823. Came on shore to live between the 15<sup>th</sup> and 20<sup>th</sup> of June; I have resided in the village since, without having been absent more than days at any one time, two times to Maui, and once to H on this Island. There

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Steph. Reynolds

were very few enclosures by mud walls at that time, they were just beginning to be built, some houses had small sticks stuck in the ground for fence around the houses, some had a fence of larger sticks around their house lots, but a far greater proportion were without any fence at that time. There were no regular streets then, nothing but path-ways.

When I came ashore, there were six or eight grass<sup>es</sup> houses more or less, surrounded by a stick fence, enclosing a large piece of ground where Piula lived; On the front or front side without the fence, there was a piece of ground unoccupied, which remained unoccupied for several years; This piece of unoccupied ground, lay between Piulas stick fence and the path way which passed back of the store of Eli Jones, and the house of Robert C. Janion. Gov: Adams, while governor of Oahu (from April 1831 to August 1833) discontinued the path-way, when the Natives took it within their enclosures.

From near the pathway or road leading to the eastward near Mr Jones' store, the travel was over the ground on which Samisings small store and E & H Grimes Store on the corner now stand. When the new streets were laid out, the present street passed over ground which was occupied by Natives, who had apparently to me, lived as connect: with Piulas patriarchal family.

Gov: Adams granted to Wm. F. Hinchley and Wm: French the ground upon which R. C. Janions house and Eli Jones store stand. There was travel over the pathway back of Mr Jones' and W: Janions for some time after those buildings were put up.

Honolulu April 10. 1846. Signed Stephen Reynolds  
To the Commissioners for quieting land titles, &c. &c. &c.  
April 15<sup>th</sup> 1846. This de: personally appeared before the commissio: & being duly sworn de: the above, to the best of his belief

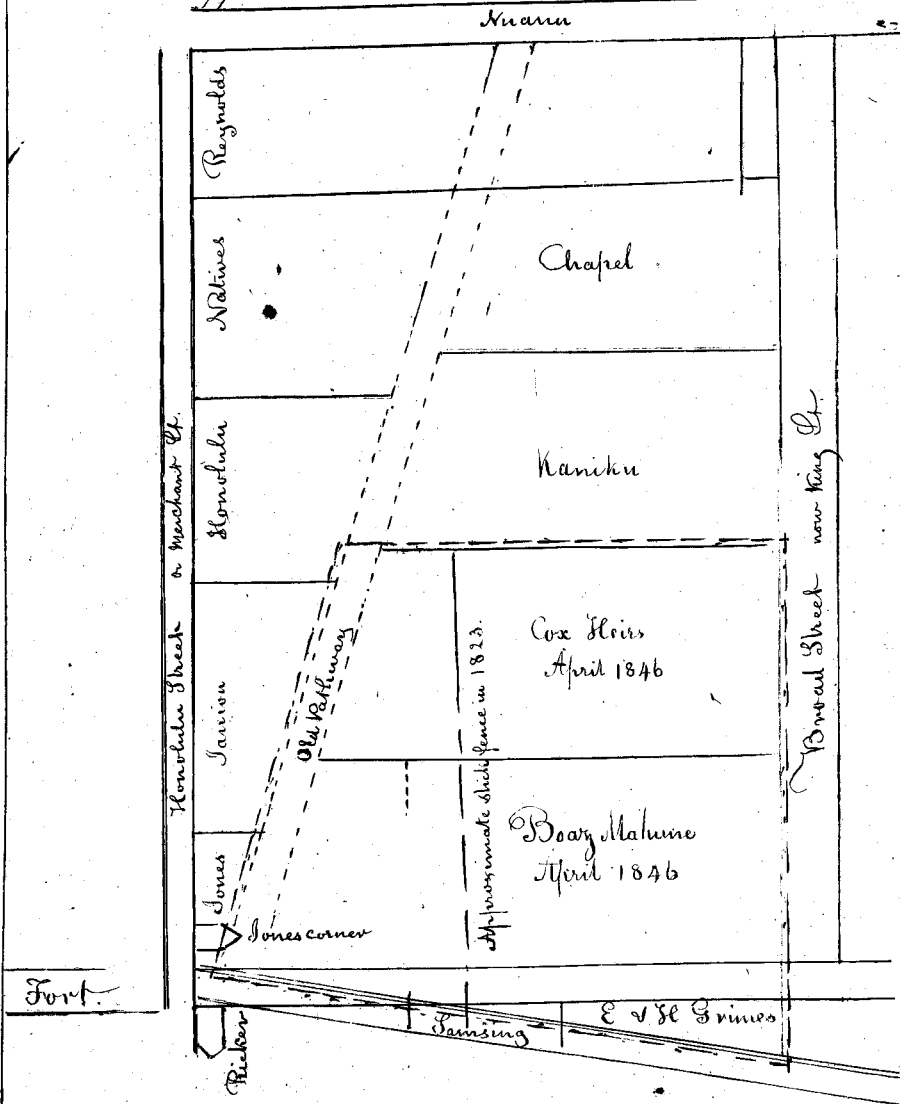
1846

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The truth and nothing but the truth.

Signed William Richards

Plan, appended to the above letter by Mr. Reynolds.



Claim N<sup>o</sup> 9. Stephen Reynolds

April 15<sup>th</sup>

K. Kaaunoi. sworn - deposed to the truth of the testimony given in the document signed Ulualoa - recorded in Register, Page 2  
John II sworn - deposed the same

W 31

Claim N<sup>o</sup> 10 Harriet Blanchard

April 15<sup>th</sup>

Kekuanaoa. sworn - deposed that he saw Captain Blanchard the Claimant's Father living in the place; this was a while after our return from England in 1825. Witness has heard that Mr French claims the land; he does not know of any Native claims to the land.

Stephen Reynolds. sworn - deposed, that Cap. W. Blanchard arrived in 1829 (the Father of Claimant) he established himself by hiring Holmes's Stone Building, where he continued to carry on his mercantile business to the summer of 1831.

He enclosed the piece of ground, and built two houses on it, in the summer of 1831 - Witness heard Blanchard say that he built the houses and obtained the land for the Child and its Mother. Of whom he got the land Witness could not say, but he believed he got it from Gov. Adams. Witness refers to Mr. Vedles - Mr. French, Mr. Cummins, & Kai, as being better able to give information. Witness has not known any one to occupy the place since Cap. Blanchard, and it was not occupied previous to that time.

continued Page 18

W 199

Claim N<sup>o</sup> 11. Rebecca M. Johnstone

April 15<sup>th</sup>

G.P. Sudd Esq. sworn - deposed - The land is in the mouth of Nuanuan Valley at back of Lowell Smith's place; it was given to Mr. Diell. Mr. Brintmade & the Sandwich Island mission by Kinan for the purpose of erecting a country residence. Last fall Mr. Hall wished to give up the place, as he did not consider it best for the mission to retain their prop.

W 16

Register P. 27

K. Kaaunoi

Register P. 28

Kekuanaoa

Stephen Reynolds

Register P. 31

G.P. Sudd

1845

17

-erty, or that they had a right to dispose of it to any foreigner, I accordingly purchased it & took the bill of sale for the Hawaiian government. Witness has in his possession a plan of the survey. w37

Bill of  
Sale

Bill of sale of the Hall Premises dated Nov<sup>r</sup> 22. 1845.  
referred to in the above deposition.

The undersigned hereby acknowledges the receipt of Six hundred dollars, good and lawful money, from the Hawaiian Treasury Board, in full of all demands, for the purchase of the right, title and interest of the Sandwich Islands Mission, the Rev<sup>d</sup> John Diell, and T. A. Brinsmade to the House and enclosure, together with all the improvements thereon, situated in the Valley of Nuuanu, north of land leased by Rev<sup>d</sup> L. Smith, and commonly known as Mr. Hall's place, hereby selling & releasing all the right, title and interest of the said Mission & others, unto G. P. Sudd, now President of the Hawaiian treasury Board and his successors in office, for the use of the Hawaiian Government & to his and their assigns for ever.

Witness my hand, this twenty second day of November, in the year of our Lord, one thousand eight hundred & forty five.

Edwin O. Hall.

w37

Kekuanawa

Kekuanawa-sworn deposed that the land formerly be-  
longed to the King. Kinau as Premier gave it to Mr. Diell  
to Mr. Prinsmade & Mr. Hall as a country residence;  
The Land at that time belonged to the King. The Ili  
afterwards fell to Kinau. The cause of its falling to Kinau  
was the death of the occupant Iako, who held it under the  
King. There are no native tenants having rights in the  
land.

Harriet  
Neddles

Claim No 10. Harriet Blanchard-continued <sup>April 22</sup> Page 16.  
Mr. Neddles-sworn deposed that the claimant's Father went  
to live at the back of John Mitcheners as much as 16 years ago.  
No one was living there before him, The claimant was born  
there, every one called it her place; Witness lives within two  
premises of claimants, Mr. Mitcheners land abuts upon  
claimants and the main road.

Wm French

Wm French-sworn deposed, that he had permanently re-  
sided here since 1825. he came to the Island in 1819.  
Witness had known Claimant's Father many years, he  
had known him in 1825 in Oahu, he lived in a house on  
Mr. French's which witness believed he built in 1828 or 29  
Witness does not know from whom he obtained a rig  
to build, but he does not know of any one who ever disputed  
his occupancy. Claimant has occupied the land ever  
since he has known her from infancy, She is fourteen years  
old, Captain Blanchard was very intimate with Governor  
Adams.

Kai

Kai-sworn Wife of Cap. Elletts. she deposed that she knows  
The circumstances, that shortly previous to the birth of the  
claimant, Cap. Blanchard's Father said to Witness, on  
her husband, that he wished to build a house as a residence  
for his expected child, That he built the house on a vacant

piece of ground (as she thinks) without any leave from any of the chiefs; That when he left the country, he gave charge to Cap.<sup>l</sup> Ebbs and herself, to see that the child was taken care of in the place which he had provided. The Claimant has always lived there, before the child was able to walk, she was removed to that place, and has lived there ever since, and has never been disturbed in the possession of the place by any person. Note. See deposition of P. Reynolds, page 41 Transactions.

W321

Claim No 14. Kalama

April 22

Kaulanaua sworn - deposed. I knew the Claimant's Uncle to live in the place which she claims near the Fort, from the time the Fort was built. A little before Governor Adams took charge of the Fort, her Uncle died, and the building spot fell to her Father, as her uncles heir, where he lived till his death; he died a little before Kinau. After his death his wife continued to live there, she remained there till June of last year. Claimant lived on the premises during the lifetime of her uncle, and has always continued to live there, till a very little while since, when I heard she was driven away by Kekuanaoa. Upon Witness being enquired of who was the heir of Claimant's Father, he replied you must enquire of Claimant; witness did not know. Witness was asked how the Uncle of Claimant obtained his rights, he replied in consequence of his being an important man connected with the Fort. Witness says, Claimant's Father held the same connection with the Fort as her uncle previously did. The Claimant made no claim to the land, but claimed only the right of tenancy, her Brother is the real owner, Kailio alias David Davis.

Resumed Page 33.

W213

-gister-  
 Nan Kaulanaua 33

Paahana  
Paahana

Claim No 3. Kaapuiki. continued p. 12. April 22.  
Paahana sworn - deposed. The small yard occupied at present by claimant, has been in his possession from the time Pihoriko arrived at this Island. It was first surrounded by a fence, when the roads were laid out. Witness says Claimant has never been opposed in his possession from his earliest possession. Witness says there is another yard adjoining - now occupied by Kaniua, which was occupied & surrounded at the same time with the above, Kawailepolepo was the occupant and owner, and it now belongs to the daughter of Kawailepolepo, in whose name & for whom, Kaapuiki claims it. That yard has been in their undisturbed possession from time of Pihoriko.

Kaapuiki

Kaapuiki - Claimant - remarked. that he claims the place where he now lives, in his own name, and own right, and he claims the other in the name of Meleka Keomailani and for her, he being her guardian as appears by Papers presented.

John II

John II sworn - deposed, that after the death of Kamemehameha, Kawailepolepo, the Son & heir of Kiihelani, is guilty of Murder, and therefore all the Chiefs agreed that the whole of his lands should be forfeited, which was done.

W. French  
W. French

Claim No 16. Pi Jones.  
Apr. 9  
William French sworn - deposed that the land was granted by Gov Adams to W. S. Hinchley - the entire lot. Mr Hinchley commenced building on the ground now occupied by Mr Janion, finding he had not sufficient funds to carry on the building, witness agreed to furnish him with what was required for both lots, and to take an interest therein of one half when the buildings were completed, Mr Hinchley not having funds to meet his share, he then transferred the



whole to Witness, and subsequently the building now occupied by Mr. Jones was sold by Mr. French to Mr. Cummins with the concurrence of the Governor, and that now occupied by Mr. Sanion was sold to Hungtai.

Claim No 17. Oi Jones.

April 29

Louren Andrews sworn - deposed that he recollects an article being made in which Mr. Jones was concerned in some land in Honolulu. Kekunaoa, Kinaiu & the King, were present. Witness acted as interpreter - but he does not know which the land was. \_\_\_\_\_ Continued page 25. \_\_\_\_\_

Claim No 8. Kamaha & Puihula - Cont. from Page 15. April 29

Pehu - Witness sworn - deposed that Kamehameha sent him to this place, and there was only one house, which was that where Puihula's heirs now live, it was surrounded by a fence the fence ran along about where the house of Sanions now is, to the middle of the premises now occupied by Cummins. It ran along in land at the back of Samsings Store, to Broad Street and ran along Broad Street towards the N. West, to a little water course, to a place now occupied by Kaniku, then turning & running towards the sea to the old pathway. In 1823 when Pihorihoro was about sailing for England, Puihula invited Naihi, Kanomiahoi, Kaulukaimalama, Stika, Maika, all of whom with their attendants, lived in the same yard. The fence at this time was nearly gone; He did not divide out distinct portions to each, or transfer the land to them permanently; but they merely lived with him, He being the owner of the premises. Mahune's place was not there, but he merely lived there with Kaulukaimalama. Kaulukaimalama went with Pihorihoro to England, and left Mahune living in his house; Mahune has continued to

as witness by  
L. Andrews

run

live there till the present time; the place however belonged to Kaulukaimalama; I have never known that the Chiefs gave any right to Mahune in that yard. The yard is now recently cut up into small pieces by various persons; by whose authority I do not know; but the yard really belonged to Pūhula. No chief can say that Kinau gave any part of it away.

(Remarks by the President) Witness is old & seems to be forgetful. The witness confirmed the boundaries of Pūhula's place as marked on Mr. Reynolds map (page 15) whose description was added at the time of receiving his testimony, as indicated by the blue lines.

*Witness*  
 Witness sworn - deposed. I am acquainted with Claimants, and know that they have been living where they now are, ever since I have been on the Island; from about 1835. I was living constantly in the company of Kinau and was knowing to the fact that Mahune took possession of a part of that yard; The present claimants made complaint to Kinau, and she decided that it belonged to them. Mahune insisted that it should be divided between them, but Kinau refused, that is the amount of all that I know. On being questioned by Mahune, we - a large company of us were sitting with Kinau, when claimants appeared & said - We are come to you in relation to our premises, we do not wish to have Mahune have any portion of them; we received them from our Father; Kinau replied - What have I to say on that subject; the place has descended to you from your Father & it is yours. Witness heard that they went together to Kinau; but she herself was not present at the time, when they went together for a general examination subsequently the witness was present; & heard Kinau say to Mahune

you have no rights there.

Maohi - witness - sworn - deposed, that she was acquainted with Mahune, and was knowing that he has been living in the yard which he now occupies for a long time. She does not know by what means he came into possession. Witness used to live with Kinau. She was one day absent a little distance, when Kinau called to her to come back. On returning witness found there was a dispute in relation to the premises now occupied by Mahune. Present claimants were conversing with Kinau. Witness did not see Mahune - Kinau said that Mahune had no rights there, witness did not hear the beginning of the conversation. Being servant of the Chief I was sent away & heard nothing more. After they had all gone, I heard her express great astonishment that any person should attempt to deprive her high Steward of any portion of their dwelling place. This is all I know on the subject.

resumed page 25

Claim No 19 - Naahu & Winiwai

May 6

Kalei - witness - sworn - deposed. I am acquainted with the place claimed by Claimants. It is included in a place called Naowapa. The time of building the fort we came down to from Naawaii; and Kapohiva the husband & Father of Claimants surrounded that place with a fence & built a house where they have lived down to the present moment.

At the present time Kalei & Keauui & Namauu have claimed rights there of late; but the whole is still in possession of Claimants. There is however no reason to their claim, except Keavepoore the sister of Claimants Husband lived on the place under the said Husband. When she died she pretended to give it to Kehaunohi. The Claimants husband & Father at his

death, willed his arable lands to Manuia with claimants for tenants; but willed the building spot & houses to Claimants direct.

*Kaulaloha* sworn - deposed that claimants have lived on the spot now claimed from the time the Fort was built down to the present time; No other persons have any rights there as far as I know except Claimants. The place claimed by them is in Kaowaspa, the inland portion is surrounded with a fence; the sea-side portion is not; it joins the yard of Namau S. Pan it joins the yard Wahine Alii on N. West; it joins the sea and runs back to the premises of Malulu - the whole was surrounded by a fence in the life time of Claimant's husband; the rights of Keavepoore were under Claimant's husband; Keavepoore died shortly after the return of Boti from England. See Counter Claim of Naahu No 7258.

Resumed in Cl. 835. Page 132 of Jex.

*Cap. Meek* No 18. George Wood

May 6

Cap Meek - sworn - deposed that he had never heard any person disputing the right of Claimant to the land. Witness understood that Boti gave Claimant the place about 25 years ago; it had always a fence round it; Witness understood all Wood was offered much more than he enclosed.

S. Reynolds - sworn - deposed that in the year 1826 Claimant informed him that he had obtained a piece of land from Ja. Boti. Witness went afterwards & looked at it, and saw the stakes, and knew nothing beyond that he has professed it ever since.

Namau - sworn - deposed that he knew the fact of Boti giving the land to Claimant where he lives, Witness was with him at the time, it was immediately surrounded by a fence & has continued so to the present time; Witness never heard that any person had interfered with Claimant down to

The present time down.

*Wimaha*  
*Wood*  
*Wister*  
*Wanau*  
 Winiwaha - sworn deposed that Boti gave claimant these premises many years ago. Witness was staying at a place now occupied by Mr. Paty. Boti was there. Mr. Wood went to Boti and made application for the place. Witness went with him and was witness to Boti giving it to Claimant, who surrounded it with a fence, and it has ever been so to the present time. Witness has never heard that any person has claimed the place <sup>except</sup>. Mr. Wood said no person had ever made any claim to the land or interfere.

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Claim No 8. Wanaha & Pihuhia. Continued fr. P. 23. May 7  
 Wanoa - sworn deposed that when Teihoriko sailed for England, Mahune was then living in the house where he now lives, Witness does not know from whom he received it, nor any thing beyond the fact that he was living in it; He never heard that the place belonged to Pihuhia, but knew that Pihuhia had a place adjoining it. Witness knew also of a complaint made by Claimants to Kinau and the Committee Mahunes right as it had previously existed (that is as a tenant under claimants.)

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*Wister*  
*Wanau*  
 Claim No 17. Eli Jones. Resumed fr. Pag. 21. May 7  
 P. A. Binsmade - sworn deposed that he recollects Mr. Jones calling on him to go to Kinau to explain to her the purpose he had of purchasing a piece of land of Mr. Wright, He described to her the situation of the premises and who they were occupied by at that time. I recollect distinctly saying, he came to know whether the Government intended to buy the place, as by the terms of the convention between the Government & Lord E. Russell, no foreigner was permitted to sell his place to another, without first offering it to the refusal acceptance of the Government. Kinau inquired the price to be

paid for it, and Mr Jones told her 800 dollars; She said it was a great deal of money, but that it was very well that Mr Jones was to buy it, as he was a very good man - a carpenter - such men as they liked to see in the Country; My impression is that I made out the deeds for Claimant; and that I brought them to Kinau for her approval - not certain whether the King was present or not. I have never heard of objections taken by any party; and it was supposed a satisfactory conclusion both by the authorities & the parties. This was before I went home I believe in 1837. I cannot state the year exactly - I went into the examination of Mr Wright's title, but have forgotten the particulars now. Witness recollects that Mr Wright & Francis were living together on the premises - he recollects that Kinau enquired if the woman was satisfied.

See page 284  
 Stephen Reynolds

Claim No 46. Joseph Maughan May 12  
 Stephen Reynolds. sworn - deposed. In 1833 in the fall, Captain Maui requested Witness to superintend & cause a house to be built for him. Witness procured the stone for a foundation, and got Kinimaha to make the dobies for the house in summer of 1834. After getting the dobies on the spot - Maui went with me there and laid out the ground for a building & a small yard around it; I built the house there accordingly. I met his Majesty and spoke to him about building the house for Capt. Maui - he told me to go on & build it. Claimant has always left Witness as his agent in his absence, and he has supplied his family as they wanted, and has never heard of any opposition or interference of any with the land. During this time I met with Haalileo & spoke to him, and he said there would be no

objection to building the House, and I had better speak to the King.

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Claim No 24 - D Lyons Kivalao - resumed P 945 May 20  
 Thomas Hunt witness sworn - deposed - I know that Claimant has had land many years, he had it before I went home four or five years before the war of 1812 broke out, I was in the Country when the land was taken away. John Woodlands daughter has been living on the land since it was taken from the Claimant and holds it still. Her name is Manuia, wife of William Hughes.

Mr Lyons says he is a British subject; He applied to the King and he sent Doctor Brooke to General Miller concerning claimants application, and General Miller would have nothing to do with him because he was here before the General came, who said he came out to take care of British Seamen.

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Claim No 25. J Dudoit June 9  
 Kekuanaoa stated that Kahumani 2<sup>nd</sup> placed the land in his hands, and the King gave it to Kahumani 2<sup>nd</sup> Kekuanaoa claims the land as the guardian of Victoria. The rent is paid to Doctor Judd, and he pays it to me, and I pay a part of it to Victoria, and a part to the King, and retain a part for myself. Paanii has a right to several taro patches.

Kekuanaoa - sworn - deposed

That Kahumani gave it to Kuakini. Kuakini gave it to Kailimelimele and Kailimelimele gave it to Paanii - only some taro patches in it - all this has nothing to do with Mr Dudoits premises.

The public lands of Oahu were the gift of Kamehameha 1<sup>st</sup> that Kahumani gave them to Karaimoku and he to Boki and when Boki left they fell to Liliha, otherwise Mad-me Boki.

Register P 339  
 Thomas Hunt

Lyons

Register P 339  
 Kekuanaoa

sworn

In 1830 she was guilty of a rebellion, in consequence of which, Kahunamu retook the lands and gave them out; The principles stated above found all the claims of Victoria in this Island. Mr Dudoit's lease is genuine and the consideration good; Witness made it with reference to Victoria

Mr Dudoit

Mr Dudoit stated that he had passed over all his claim in claim No 25 to John De Vonpister, with the condition that he would fulfil all obligations. He stated that the taro patch in the South West corner of the land belongs to Victoria

Register Page  
Mr Dudoit

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Claim No 26 J. Dudoit June 9  
Mr Dudoit's Statement - Gov Kekuanaoa went with me about the beginning of 1840 and told me the King would give me a piece of land, and that I might take what quantity I wanted. I marked the dimensions of the land where the boundaries now are, there were several native families living on the land, who had orders from the Governor to leave the place, and put me in possession, they were much afflicted to leave their houses, and I thought the proper way was to pay a certain sum of money at the valuation of their houses & property. I think the sum was \$150 to \$200. that I paid, they were satisfied with it, & left their houses, and some took them with them. The Governor built the wall himself & made the boundaries. The name of one of the tenants was Maloo.

Register Page  
George Sandwich

Claim No 27. J. Dudoit. In  
George Sandwiche - sworn - deposed, that he knew Capt. A. A. ton sold some boards to Kekuanaoa, but he did not know



what. Witness knew that some money was paid by Kahumani to Charlton. Witness took the money in a bag to Charlton, he gave Witness a kind of receipt for the money in english. Witness received the money from Keikeoewa, and carried it to Kahumani, who counted it; and she told him to carry it to Charlton.

Kahumani told Witness to get the lease of the Hanalei property from Charlton, and said nothing about the receipt; which was given by Charlton of his own accord.

In the first place Mr Charlton had written a lease for some land in Waianai, he gave it to me, and I carried it to Kahumani 2<sup>nd</sup>, and she showed it to the King who was a little boy; and to Kahumani 1<sup>st</sup>. Kahumani 1<sup>st</sup> would not let him sign it and kept the paper.

Claim No 28. Keaniani

June 9

Mr Gravier comes in as a counter claimant to part of Claim 28. He stated that he received this land from Keikeoewa for payment of a suit of sails made for the schooner the young Thaddeus; that is the way he came by the land

Claim No 28. Keaniani continued

June 10

Umi - Witness - sworn - deposed. I am acquainted with the place claimed by Keaniani; it was her place with Kaumau-makea her husband; and my husband gave it to Keaniani. The whole was then surrounded with a fence from the road down to the Sea, and it even extended across the road. I heard Keaniani say that Keikeoewa begged a part of the yard of him for Mr Gravier, to discharge a debt which Keikeoewa owed him for making sails. Keaniani replied to Keikeoewa

that he had no place for him, except a grave yard. Keikeoewa said, what's the harm of that? Head bodies can be dug up, and the place was transferred to him. Witness never heard the place was to be restored to Keamani again.

resumed Page 32. 189

Claim N. 22. G. Kauwaina  
Nob Napahe

June 10

Witness 33  
Uru

Uru - Witness - sworn - deposed. She knows Claimant has resided from his childhood in the place where he now lives. His Father occupied the place in the time of Manehameha 1<sup>st</sup>. It was not surrounded by a fence till a long time after. No person has interfered with his residence there that I am aware of.

Witness  
Kane

Kane - sworn - deposed. He knows Claimant lived at the place which he claims at the time Pihoroho arrived at the Island. There was no fence around it, except a little stick fence to keep the Pigs out - he does not know when the present fence was built. This is all witness knows.

Witness  
Kamahihiki

Kamahihiki - sworn - deposed. Since Lord Paulet was he a difficulty arose between Napahe & Kauwaina in consequence of some Women in Kauwaina's yard bringing in some foreigners, therefore Napahe wished to have a fence built between the two yards, and he wished to have the fence run according to a former agreement.

Witness  
Makaloa

Makaloa - sworn - deposed. The first knowledge I had of the premises of Kauwaina & Napahe was while Kinau was living. Witness was acquainted with the fact that there was a difficulty between Napahe & those living in the next yard. Those living there were Rum drinkers, and he wished to drive them away. In consequence of that, Kinau & Kehinaraoa decided there should be a fence run between. The fence was commenced where

Napahi now wishes it to run - but it was not finished.  
 Further testimony taken June 16 but not rendered in English.

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Claim No 29. Upai

June 10

Kekuanawa - sworn - deposed. When Polly Holmes (Mills) was near her end, I called on her with Kinau, Kinau enquired after her health. She replied I am very feeble, but here is my heir. my elder sister, for she is our Landlord - we are the tenants. That is the amount of all I know on the subject.

Doctor Rooke - sworn - deposed - The morning Hannah's sister, Polly Mills, made her will, I was present in the house, her husband came from inside the curtain, and told me, she had made her will; that she had left a doby house to her son William, and the rest of her property was to be divided among the rest of her other children, and that Hannah was to be a trustee under Kekauliohi.

Doctor Sudd sworn and deposed, May 12<sup>th</sup>. I recollect something of aiding the parties in the lease, I have no recollection of my insisting that Hannah should sign her name. I presume it is a mistake, if I did so, I have forgotten it; As far as I recollect, Hannah claimed the grounds, and Upai, the house; it was the house that was being leased. I always understood that Hannah was willing to pay for the house; and I never understood that Upai was not willing to take payment for it according to its proper value. As to the claim of Hannah to the grounds, I can say nothing; it may be hers, or it may be Upai's, I cannot say. I think at the time of making the lease, it was understood that Upai was to have part of the Rent. My opinion is, if you bring Upai here, that she will alledge she was to have part of the rent for the house.

begin to P. 2  
 with an o. o. o.

Dr Rooke

Dr Sudd

and that She does not claim the soil. I recollect Kaunata claiming the ground, but I do not know whether she owns it or not.

additional testimony taken in Native 27 May

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Claim of P. 28. Keaniani - continued pt. P. 30. June 16

*Kaunata*  
Kaunata - Witness - sworn - deposed she was knowing to the fact that Mr. Gravier made a quantity of Sails at a place back of of the house which he now occupies (Kamamaia) but she does not know who they were for, nor how he was paid for them.

*Kekuanawa*  
Kekuanawa - sworn - deposed - he heard at the time that Kaikiowa begged that place of Keaniani, that Keaniani gave it to him, and that he gave it to Mr. Gravier, it was a grave yard. I heard it from Manu - a servant of Kaikiowa's, and he was telling it to Kinau, afterwards Kaikiowa came to Kinau - She said to him, you have been giving land to Mr. Gravier - he replied, a mere building spot. she said, what an old blunder-head you are! is it your business to be giving away the Kings land! he replied, I have not given it away, I paid it for making a suit of Sails for our vessels, so that we dont have any money to pay. Kinau replied, it is all very well if the agreement is rightly made - He replied it is rightly made - it is at right.

*Pohi*  
Pohi - Witness - sworn - deposed - when Pohoroho came to this Island, Keaniani came before him to take possession of a land that had been given him of the name of Naapohi. Kaunamakea assigned to him for his residence the place which he now claims. I was living in the yard at the time, which was surrounded by a wood fence - he and all his servants settled down in that fence

Kaikioewa asked Keenanani to give him a place for a Grave to which request he assented; and Kaikioewa gave the place to Gravies. Kaikioewa gave it to him in order that he might have a sail-maker at hand - for he made the sails for the big Boat.

Claim No 14. Kalamas. resumed from P<sup>age</sup> 19 - June 16

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*Karaimoku*  
Kaaaka - Witness - sworn - deposed - The time the Russians were here Karaimoku gave that place to Kalamas Uncle, Kahiamoe. Karaimoku gave him that place to live in, and when Pitt left this place, he went to Hawaii, and left Boki as Governor here; Kahiamoe went up with him, and left this place with his Brother, Holo-kualani. Holo-kualani stopped in this place till he died; and no one interfered with him, and when Holo-kualani died, the place fell in Kailis's hands. When Holo-kualani died Kailis did not live in it; until Gov<sup>t</sup> Adams took charge of the Fort. When Governor Adams came, he called all his own people, and Kailis among them, to come & live with him. and Kailis stopped from that time till he died in that year when the elder Kaules died, the place fell into the hands of David Davis.

*Keenanani*  
Keenanani - Witness - sworn - deposed. That the foundation of Keenanani's claim to the land was from Karaimoku and Boki, who while they had charge of the fort, had also charge of all the adjacent building spots, and now Keenanani, having charge of the fort, all those <sup>places</sup> things belong to him. Under Boki, Kinau had charge of the fort, and also of all the building spots without, without any interference of any person. The same was the case with Maniwa, then Lilla & Pahi, then Kua Kini, then Kinau &

her husband, Kekuanava who still has charge.

Registers 29<sup>th</sup>

Claim No 30. Kahouaha

June 16

Kahouaha

Pahana - Witness - sworn - deposed. The claimant's yard at Pukolo is surrounded by a fence built by his Father. There small fences surround the house. At the time of Kiihelani I know that his Father lived in that place. Claimant was the sole heir of his Father, who died before Keamehamaha 1<sup>st</sup>. Claimant's aunts also lived in the same yard - all of whom are dead. Claimant's Father was a Fisherman, and others lived there as assistants. There are six houses in the yard, separated by little fences.

Kaiaha

Kaiaha - Witness - sworn - deposed. The place which claimant occupies belonged to Kiihelanipo. Claimant's Father and his Sister are the only heirs. The Parents did not occupy it long, but died early, and it fell to the claimants. (Note Witness's described boundaries) the whole is now surrounded with a fence, but now by the new road, the yard is cut in two. There are numerous houses and many people in the same yard with claimant. Different occupants united in building the fences. The whole place has belonged to claimant from the time of his Father down.

Kaiaha

Kaiaha - Witness - sworn - deposed. There are six houses in claimant's yard. The houses are his in virtue of his owning the land. Witness is aunt of claimant. She has lived in the same yard from her childhood. We joined together in building the houses, but the land belonged to claimant. There is a small fence running through the yard, making a general division of the

rights and the tithed. They have no rights there except under the claimant. I and all the rest of us are tenants of his. — resumed page 46

Claim No 33. Thomas Cummins

June 6.

Deposition taken at the claimant's house by the President, Jun 11. Kamaka sworn deposed that her Father gave her the land claimed by Mr. Cummins, at the time Governor Adams had charge of the Fort; and that the ground had been previously fenced by her Father.

Kaunakoa sworn deposed that Kaahumanu gave him the land claimed by Mr. Cummins at the time Governor Adams came down to take charge of Oahu; that he enclosed it with a fence, and subsequently gave it to his daughter Kamaka, and to her husband Mr. Cummins; at the time of Kaoni's riotous conduct. No person had to his knowledge denied his or their right to the place. The fence now surrounding the premises constitutes the correct boundaries of what belongs to Mr. Cummins.

Claim No 34. John Weddles.

June 17

1<sup>st</sup> claim  
Alexander Smith - Witness - sworn deposed that in 1819 he left America and arrived here 15 April 1820. Witness went to N.W. Coast; & came back the same day. Pihoniko went to England. (1824) Mr. Weddles had his land enclosed, and Witness was living with him - Claimant has held possession of the land from that day to this, and no one has ever disputed his right - Claimant built straw houses in 1824 on it.  
(Note) the name of Mr. Weddles former land was Waulani

he says the King promised him Kailua in Koloa he has about 270 head of cattle.

Mr. Needles abandons his claim to the fish market provided the government confirm his other claims.  
(resumed Page 67)

Register Page 148  
Keleheva

Claim No 35. Keleheva June 17

Keleheva claims on behalf of Kahinaina - a minor - of whom he is the guardian.

Bartimeus Kachele - Witness sworn deposed. Kamehameha I<sup>st</sup> gave the land in question to the grandfather of the Claimant, at the time when Pahoroho was at Puroa and the Missionaries begged him to turn from his sins, and he refused, saying - wait five years, and then I will do it. At that period the grandfather of Claimant died (Jan 7 1823.)

Note - This claim becomes postponed till the owner himself appears - the real owner (Kahinaina) being of a mature age.  
(Resumed Page 74.)

Register Page 148  
Mamuniki

Claim No 36. Poeha June 17

Mamuniki - Witness sworn deposed - he is engaged in doing what he can for his support; at the time the second persons were hung at Honolulu about 1827 I first became acquainted with the place now claimed by the applicant, at that time I lived near by, and the place now in dispute was then a common. Charles a Lascar, coming up from 'Kauai', asked the King to give him a place to live, the King replied, go and look up a place that is vacant, Charles the Lascar took possession of the place now in dispute, &



built two houses upon it, he built a stick fence around the yard and put white doilies in the inside of it. His first wife died and he then married the woman who is the wife of the claimant, his first wife left two children at her death, of whom he does not know any thing about. Charles lived a long time with his second wife, but Wihup does not know how long; The woman continued to occupy the place with all the advantages which had been placed upon it by her husband. At that time there were no other places around it occupied and fenced in. Previous to the time the Lascar had fenced in his place, Kalaivalu had fenced in a place for himself. The claimant has lived on the premises with his wife down to the present time and continues to occupy it.

*Open-mui* - sworn - deposed She lived with her husband Kanaula near the place in question - that place about 1827 was unoccupied - the facts with which I am acquainted I learned from the Lascar himself; at the time I was at work making bread for him, he told me he went to the King & asked for a place, and he gave him the place in question; he hired some men to build a fence around it. I never heard that any other person had any right to the place, he lived there with his wife, and had two children - born twins, who are now in Mr. Johnson's school. The grave charge to her husband on her death led to take good care of her children, and gave them all her property. He afterwards married again, and subsequently died, and his widow is now the wife of the claimant. His first wife died about 1834 - he lived with the second wife perhaps a year & died. Claimant has lived with his present wife from the time of his marriage down to the present time on his land.

*Moalii* - Wihup - sworn - deposed When I was a small boy

I lived with the Lascar at the time two houses were standing on the land, now in question; The reason of my living with him was, that he married my Sister; at that time the houses stood in open field without any fence around them. The cattle of Manihi injured the houses and he built a fence around the the cattle, pressed upon the stick fence, therefore he built a wire fence in the inside. I together with another servant of Chara went with the hired men to Kawarahu to get the dirt for the fence, after this fence was built he built a long dobie house. I do not know any thing about the present occupant. I do not know who owned the premises, except that the Lascar told me that they were given to him by the King.

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Continuation of the same claim

June 23

*Witness John Young*  
 W. H. John Young deposed that he does not know for a certainty, but he heard that Kalawaru gave the place to Chara the Lascar; he cannot tell the date but it was a very long time, he believes about 1826. He did not definitely understand the terms on which the land was given. Witness does not definitely recollect whether the land was surrounded with a fence when the Lascar took it. Other foreigners (Whalers) had lived there before Charles the Lascar. If the house of Poeha stands where the wheelrigs did, then it must have been surrounded with a fence before the Lascar took it. The aspect of the grant as it appeared to witness, was that it was given fully to the Lascar, but he knows when the Lascar died, the English Consul claim it, and Kalawaru put in a counter claim, but witness does not know how it was settled. Witness thinks Nekuaraoa would know how it was then settled. Witness does not know any thing more.

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Claim No 31. Napaki & Kualaula.

June 23

Kaiahua Witness sworn - deposed, She is the Widow of Aikanaka, but disclaims any right to the land in question of any name or nature. Witness is not the mother of <sup>the late Kauloli</sup> Aikanaka. In 1831 when Lilia was turned out of office, my husband was appointed Steward of the King, & he begged of Lilia a place to build houses for his Servants. She gave him the land in question. That place properly belonged to Lilia. We first built a little flat house upon it to put our calabashes in, and other little things; but it would not hold them all; then sent to Manoa, and got some timber which we had there, and built a larger house; afterwards we built another house; and the people of our lands, together with our servants thatched them. No other person had any connection with us. This man Kualaula and other servants of ours occupied the houses. Kualaula is now the servant of Keokauloli Aikanaka's daughter by another mother, though she does not now live on the place. Kualaula still has charge of the place under the direction of the owner Keokauloli. I know of no right which Napaki or Kapau has in that place; they were the servants of Kualaula. There is now no house on the place and has not been for some years. <sup>The</sup> origin of Aikanaka's rights was that he was Steward to the King, and the land was given him for his convenience in the service of the King.

Lua Witness sworn - deposed that Aikanaka obtained the land in dispute from his Sister Lilia. I heard Lilia say she had given the land to Aikanaka - that I know perfectly and that is all I know. This was done in 1831.

Kekualaula Witness sworn - deposed - he renounces all claims to said land on the government. I have rights in that land under Aikanaka. In consequence of Aikanaka being ap-

Register Page  
443  
Kualaula

sworn

Kualaula

pointed Steward of the King, Lili'oa gave him that place, for Aikanaka begged it of her as a dwelling place for his servants to take care of the property of the King. Houses were built and the King's table furniture kept in them. I had charge of that furniture, and also of the wardrobe which was kept in Beretane. Kapahi & Kapau and many others lived there under me. They have nothing to do with the place since 1834 at the death of the Princeps.

Pakua - Witness sworn deposed they do not claim the land as coming directly from the King, but from the King to Lili'oa and from Lili'oa to them in consequence of the office they hold.

testimony resumed Page 48.

Pakua

Register Page 48

witness

A. G. Smith

Claim No 37. James Austin.

450  
June 24

Mr. Gravies - Witness sworn deposed that he purchased the land of Kaleoano. There was a foreigner living there before, but witness purchased it of the Chief Kaleoano and gave him 60 dollars for it. This was about 11 years ago. Witness sold the land to Mr. Reynolds. Witness occupied it two or three years before he sold it to Mr. Reynolds. He built a house upon it, & pulled down a grass house formerly standing on it. The land was enclosed. Witness went to Gov<sup>r</sup> Adams, and he gave his consent to him to sell it to Mr. Reynolds. Witness does not recollect the sum given by Mr. Reynolds, whether it was two or three hundred dollars. He supposes the value to be two hundred.

Alexander Smith - Witness sworn deposed - Witness and a man named Deadman, were partners in the same piece of land, after which Deadman sold his share to a man named Church, after which Vowles had a share & Church's share.

testimony continued Page 60

1826

41

Claim No 38. E &amp; G Grimes

June 24

Boston Dec 25  
Boston made

Mr Brinsmade. Witness sworn deposed. I and my partners took possession of the whole of the premises now in possession of Grimes & Co. and of premises occupied by themselves in August 1833, renting them for the time being through Mr Reynolds. In early part of autumn 1833 Mr Hinckley returned from the Coast, where he left Mr Jones, with whom he had made arrangements for the purchase of the whole premises. He thought the terms which Mr Jones had proposed to him would be more favorable than any terms we should be likely to make with Mr Jones on his return. Mr Hinckley proposed to us that he would purchase on the best terms he could get with Mr Jones the whole premises, that the premises should then be divided as nearly as possible, and we might have our election of the parts, he taking the wooden & grass buildings in the premises at his fifth of the purchase money; this proposition of Mr Hinckley was left to our rejection or reception, until Mr Jones should arrive, or until we should have secured a lot that would suit us better before that time. When Mr Jones returned the bargain was completed between him and Mr Hinckley. Mr Jones showed at that time his power of attorney from parties in Boston to sell the premises, he exhibited as one of the bases of the title of his constituents, a bill of Sale from Kauraimotui, which specified certain buildings and premises, privileges and appurtenances thereto belonging; the consideration given to Kauraimotui was a wooden house. Mr Hinckley sold one half to us, and removed the wooden building which is now occupied by Mr Grimes' Store-house together with the grass houses - all the buildings except the Stone one. I know nothing more with regard to Mr Grimes' title to the premises which he now occupies - except his title to

a portion of the wharf. The first wharf that was built was composed of a sunken hull, which was brought over there and planted with the consent of the King and Kinan at the time of the purchase. In 1837 that hull was taken up & the present wharf built in the place of it, at the joint expense of Messrs Ladd & Co; & E. Gurnes & Co. While we were driving the Spiles, the King sent for me to make enquiry about the proceeding. I met him in this house - he told me he was glad to see that work go up; he said the work is yours and the sea is mine, that is the approbation obtained from the King at that time of the erection of the wharf, and on that we rest it.

In May 1840 the King issued a proclamation, relative to the lands occupied by foreigners. I felt it my duty to take official notice of the proclamation, and I wrote a letter to the King which will be found in the archives of the government.

The King stated that though it had never been the intention of the government to alienate the soil, yet it was not now their intention to claim the recovery of the soil; but the right of a reasonable rent. I enquired of Mr Webster when I was at Washington in Spring of 1842 his views of the security afforded to American Citizens in the terms of that letter. His words to me were - never agitate that subject again, the letter has become the property of the Government, and will have all the binding force of any stipulations that are likely to be made. Your property is liable to taxation upon equal laws, but your right of possession will not be disturbed.

Mr G. Reynolds - Witness - sworn deposed

In 1820 Marshall & Wilds - merchants were living there, and their business was conducted by Mr Babcock. The place was enlarged in 1823 with the special approbation of Karamotku. Captain Babcock left there for Boston in 1823. Thomas

G. Reynolds

Crocker then remained as their agent. In 1825 Mr Jones returned and Mr Crocker went home that fall. Mr Jones continued the agent of Marshall & Wilds to 1834. He then sold the premises which Ladd & Co & Grimes & Co now hold to W. F. Hinckley. W. F. Hinckley sold the said Ladd & Co now hold to them, which they have continued to occupy ever since. I am not certain whether in last of 1836 or beginning of 1837 W. F. Hinckley sold me the part which E & Co Grimes now occupy, and in April I sold it to Eliab Grimes & Co. At the time I bought it of Hinckley, I and Hinckley called on his Majesty, he expressed himself perfectly satisfied with the sale. Mr Charles R Smith wrote out the transfer to me, and called with it on his Majesty, who said he would write on it his approbation when Capt. Hinckley came. Whether Capt. Hinckley or Mr Smith called I do not know, but the words in Hawaiian "I approve of the within"; were written on the back of the transfer. (Note) it is suggested the papers may be on the file with the government. Mr Heynolds testifies that the interest in the right of way and in the wharf are undivided, and tenancies in common of Ladd & Co and Grimes & Co.

Claim N<sup>o</sup> 56. Eliab Grimes

June 24

Wm French. witness sworn. deposed This place was willed by her Mother to my daughter a few days before she died in 1834. The Mother held the land from her relations, there is no written evidence of the will, which was verbal. From 1834 to 1837 the place was rented to sundry persons by witness. There were no persons (natives) interested in the premises. I built a large grass house on the premises and enclosed it. Mr Grimes

Wm French  
Witness  
Page 68

has continued to occupy it since 1837. Kai Briti was always the friend & protector of the Mother. Each child had a separate interest & allotment from the ancestor.

Register Page 85

Claim No 55. E & H Grimes Counter No 105. June 24  
W. Walker.

Sam. G. Mason

Samuel G. Mason. witness. sworn. deposed that Sam. G. Walker was in debt to M<sup>r</sup>. Grimes between 1400 & 1600 dollars. I know M<sup>r</sup>. Grimes presented his bill to M<sup>r</sup>. Walker and he had not the means to pay him, and M<sup>r</sup>. Grimes said he could not wait much longer for his payment, but must have security on the premises. M<sup>r</sup>. Walker asked if a bill of Sale would do, and the bill of Sale now produced was given, and it was read over in my hearing. Before the paper, M<sup>r</sup>. Grimes drew up a paper - a warranty deed, and it was read over to M<sup>r</sup>. Walker, and he objected sign it. Walker exchanged <sup>for</sup> the premises in question the White Swan, with George a Native. M<sup>r</sup>. Needles holds a mortgage on the White Swan for 225 or 250 dollars.

Testimony resumed Page 48.

Register Page 86

Claim No 74. Hobam Grimes June 24

Edward Brown

Edward Brown. witness. sworn. deposed. In 1833 I think I bought that place from the Kings Cook, named Bill the baker. I do not know how Bill the baker came by it; I sold it to Swinton. In September 1839 I transferred the bill of Sale to Swinton

Register Page  
H. Smith

Claim No 54. E & H Grimes June

Alexander Smith. sworn. deposed. This land joined a piece of land I held from Hcinan. I wanted to enlarge on my year I leased this piece of land from Mahune. I asked the pre



and he said fifty dollars a year. I gave him writings, and paid 50 \$ in advance.

Claim No 24 Lyons kiwalo. Continued fr. P 27 June 30

*Lyons*  
*Manuia*  
Manuia. Witness sworn - deposed She is daughter of John Woodland. While Karaimoku was living here at Oka, Kamehameha II gave the land in question to my father. Previous to that Mr. Lyons had possession of the land. I heard that it was taken away from Mr. Lyons in consequence of his not paying his Sandal Wood tax. Kahanaumakahi was the tax officer and he was the agent that dispossessed Mr. Lyons of the land. The tax officer kept possession of the land about a year & half and then it was given by the King to my father through Karaimoku. It was given to him in consequence of his becoming a subject of the government and chief Gunner of the fort. He had possession of the land until his death, when it descended to me about 1832. I had possession of the land until about 3 years ago when it was restored to the King, and he gave it over to my husband the present occupant.

Note - Kacione is counter claimant of the land No 70. *Mania*

*low page*  
Claim No 47 - Kaunuohea.

June 30

*low page*  
*no name*  
Antonio Sam. sworn - deposed that Elisabeth & Louisa an nun about 10 years old.

Kaahohi. sworn deposed - when I was first acquainted with the place, it was a common. Kala waru then fenced it in in 1826 & subsequently a foreigner who was a saddler lived in the yard & also another foreigner named Carpenter. Sometime after this I know Charles Simon lived there, but I do not know on what terms

That is all I know on the subject.

Note. This is a counter claim to Pooha No 36

Claim No 30. Kachouaha. Continued fr. page 35. June 20

Winoju

Winoju - sworn - deposed - My grandfather formerly lived on the disputed place the time the fort was built. My grandfather died about 1823. he willed the place to his Son Kapu-rumanu - extending from the houses to the beach. My grandfather was buried there. My father lived there till his death, and when he died willed it to his Brother. My father was also buried there. My brother still owns it. He has committed the place to me, while he lives on the place himself. That is all I know on the subject.

Halarua

Halarua - sworn - deposed - that he knows a woman she died, and when she died she willed the property to claimant's mother. and claimant now lives there. The woman that died received the land from Kuchalanip. That is all I know. See Counter Claim of Troy No 57. Hilarua 64

Requester Page 44  
Cap. W. Sumner

Claim No 32. C. R. Butler June

Cap. Sumner - sworn - deposed - That he does not know any thing about the money, except by hearsay - Claimant had some two patches in Kapaalaua - there is no doubt in my mind but that he paid for the land. Witness heard Mr Butler say he had paid 100\$. Witness knew he had money to pay. I think Mr Brown gave Mr Butler some things with which he paid for some land at Lahee. resumed at Page 50.

Claim No 39. L. D. Maigret

July

regist. Page 154  
L. D. Maigret

Rev<sup>d</sup> L. D. Maigret; deposed that Mess<sup>rs</sup> Bachelot and Thon came to Oahu in 1827. The King gave possession of this particular land, and Boki ordered it measured. Witness was not here himself. They have continued to occupy it ever since, except on the lapse of time they were sent away in 1831 & 1832. Some Carpenters occupied the place during their expulsion. No native belonged to the land that witness knows of.

Note. See correspondence between the King & Mr. Mallet. Mr. Oudot will furnish the original copies.

Claim No 40.

Note. For original document see archives of government.

regist. Page 155

Claim No 41.

Note. To examine the Governor on the point of the transfer, and Refer to the correspondence of the King with Captain Mallet.

regist. Page 156

Claim No 42.

Note. To cite Wm Beckley to show the ownership of the land.

regist. Page 158

Claim No 43.

Note. To invite Nekuanaoa and Pehoi to transfer to the government, that the government may give to the Catholic mission, the party in question.

regist. Page 159

John S. ... acknowledged his signature to the deed and the genuineness of the document from himself. Nekuanaoa & Pehoi

attest  
of the

Claim No 31. Napahi & Hualaula continued ft. Page 40 - July 7

*Wm Walker*  
Aprii. Witnesses sworn deposed that Napahi and Hualaula's places are separate. Kihelo gave Napahi his place, Mlahoi gave Hualaula his place, Kauwike gave it to Mlahoi. Napahi took possession of his place about 1830 & Hualaula took possession of his place shortly after.

Claim No 35 E & H. Grimes - continued ft. Page 44 - July 7

*Wm Walker*  
Wm Walker deposed - I had a partner named James Duncan, he was a person who contracted business outside, for which I gave him 770 odd dollars to pay debts. He never acted as he ought to have done, and there became some dispute. I took all the debts on my own head, after having some gentlemen to settle his part and we parted, which different gentlemen to which the firm were in debt due at that time, made me to understand that Mr Grimes held his notes on the firm, and after we had parted and had every thing settled, I commenced paying off the debt with these two notes. I paid one Note I believe \$430 but I never got credit for it. The next thing which passed between Mr Grimes gave me encouragement as far as this - he would assist me to pay off my debts. Then he agreed with me for 10 Cord of fire wood at 68/100 Cords to be landed on Waivae beach Molai and no farther.

(Note - Gave in evidence an original document in proof.)  
Mr Grimes tried as far as he could to put me back. Then he wanted to take 30 Cords of wood from the 100. From that he wanted me to take this wood and burn it into charcoal. I told Mr Grimes it would be more expence, as I should deliver it to him, and he told me best, as I was in a fair way to pay my debts.

mediately. I had not got over one week when Mr Grimes sent for me - took me down to his office when I arrived in town - wanted me to sell him the said premises. I told him I could not, on account the place owed other gentlemen as well. Mr Grimes then told me, theirs was the oldest claim on the place there would be no difficulty in selling the place to them. I replied again with a denial of selling. Well said he, will you give me a security. I asked what the security was to be. He told me this was a bill of sale. I agreed upon these terms and this bill of sale was to be held as a security. I was not to sell, nor yet was he to sell, until such time as it was paid; that is all that passed between him and me.

Note - With the mutual consent of both parties the case becomes adjourned for two weeks.

Resumed Page 63.

Same claim continued

*William Baker* William Baker Junior. sworn, deposed, my recollections of the affair are rather indistinct. I recollect the man Walker being indebted to Mr Grimes something over 1000\$. There was conversation at the time of this transaction but I do not recollect it. Mr Grimes was anxious to get security for this man's debt, and as nearly as I can recollect, this paper was taken as security for the debt. I recollect one circumstance - that Mr Grimes did receive the rent after the paper was <sup>deposited</sup> signed. I cannot certainly recollect whether the document was given as a security at transfer. The Bill of Sale is in my <sup>own</sup> handwriting, and I drew it up.

Claim No 23. Oliver O Smith

Doctor Budd. sworn, presented a document connected with after stating that the land is government land.

Copy of the document presented by D<sup>r</sup> Budd.

*Oliver O Smith*  
*Doc Budd*

Honolulu 10 August 1844

By this writing G. P. Sudd agrees to allow Oliver Smith to place a house upon a piece of land now enclosed by W. Pitt and on the side of the road and near the enclosure of Keala Oliver Smith likewise agrees to remove said house, and vacate the premises whenever called on, within one week after notice given him by a proper person.

Signed G. P. Sudd for the Treas. Board  
Signed Oliv. Smith

Register Page 43

Claim No 32. Edmund R. Butler. Continued from Page 46. July 5

Doctor Sudd - Sworn - deposed the truth of the assertion made in the letter addressed to the Board by Claimant regarding the Witness.

resumed Page 64. § 1

Register Page 60

John Brofseau. Claim No 52. resumed Page 64. July

Doctor Sudd - Witness sworn - deposed. Kealili did acknowledge & had given to Claimant the land in question, but Witnesses advised Kealili not to remove the man, but to let him remain for the present, as it was not certain that the land belonged to himself.

Resumed Page 127 Vol 3. § 1

1845

Claim No 44. G. Rhodes & Co

Doctor Sudd - Witnesses sworn - deposed. He layed before Commission the duplicate of a lease of 185 acres at about 75 cents per acre dated 8 Sep<sup>r</sup> 1842. Which lease was given up by mutual consent. (marked A.)

B is a plot of the same, Mr. Bernard wanted

land, and procured a survey to be made by Mr. Alexander, what he wanted, together with a statement in writing by Mr. Alexander which is ——— C ——— This found the ground work of the present lease, and comprises 250 acres of good bottom land at 1 \$ per acre. The former lease embraced up in part, 87 acres. In the new lease, that upland was thrown and embraced none but good bottom land at 1 \$ per acre.

— D — Is a plot drawn up by Mr. Alexander and furnished by Mr. Bernard at the same time, and belongs to C. The pencil mark in D drawn on the right side of the river, ascending, was drawn by the hand of Mr. Bernard. In this lease there was no intention to grant to Mr. Bern more than 250 acres; which was all that he applied for.

— E — Is a copy of the same plot drawn up by myself in the native language to give the Chiefs for their approval. Under this lease Mr. Bernard covered a large extent of say with coffee trees, without the lines. The natives remonstrated strongly to him and complained to me; contests frequently arose, they complained of Bernard pulling up taro on their patches, and turning off the water, and of his planting coffee in their patches, while Bernard complained of the natives planting taro on his ground. I used my influence to keep both parties quiet, promising Bernard he should have his full 250 acres upon a regular survey. He thought, was more. I said, extend your plantation, then, or else you become involved in difficulty, I promise you my influence to obtain for you a lease of what land you may have under cultivation over 250 acres at the same rate. Bernard acknowledged he had planted more than 250 and had exceeded this bound. (This was Kaaliti's piece of land, and was descended to the King by will.) Bernard regarded my wishes about the extension of his land

Natives were continually coming to me with fresh complaints, (Hoaalilio informed me that he received the land from the King — the whole land called Hoanalei.) Bernard afterwards claimed the exclusive use of the River, and forbade the natives catching fish in it; The Head-man complained to me that Bernard stole the fish of his Chief. I said the Natives were right, and Bernard was wrong; but it was better not to quarrel about it, and it was left dormant.

Mr. Sudd says the fish are exclusive property, belonging to the Owner of the land, and when Land is leased it is always exclusive of the fish, and boats are not allowed the use of the River, without special permission of the owner of the land.

Fr. Mr. Sudd stated this document to be the genuine lease on which the claim is founded, and by which it is described. — continued below —

Claim No 43. John B. Vorpfister.

July

D<sup>r</sup>. Sudd. Witness sworn — deposed. The only question in the case that I know of is that Keonohalole claims the land or the rent: she receives the rent at present.  
 testimony resumed page 61 41

Claim No 44 G. Rhodes &c resumed.

Document marked - A -

Translation.

Lease No

I I Hoaalilio hereby lease a certain piece of ground at Hoanalei Kanae bounded as follows: Beginning on River below the Rapids, and running in a line N



sixty seven degrees east along the ancient boundary between Kotalae and Kololua, forming the South East boundary by the South West by the Koaalee river, on the North West by the aqueduct of Wihikla & onward to the brow of the hill, and on the North east by the brow of the hill length of a straight line from the south east to the north west boundary six hundred and seventy six fathoms area of good land, in the bottom ninety eight acres, area of the side of the hill eighty seven acres.

To J S Bernard to be used and employed by him or his heirs and assigns for fifty years from this date upon these conditions: he is not to manufacture or sell any ardent spirits upon the said land, and he is to pay each and every year to I Waalilio or his heirs or assigns the sum of one hundred & thirty five dollars as full rent for said land, and when this lease is fully expired he is to restore the said land together with all the buildings, enclosures & improvements thereon to I Waalilio or his heirs or assigns the owners of the land.

Intestimony of our mutual assent to the above terms we bind ourselves and our heirs or assigns to the fulfillment of the same & subscribe our names this 8 day of September one thousand eight hundred & forty two.

Honolulu Oahu Sandwich Islands

Signed in the presence of  
G. T. Budd

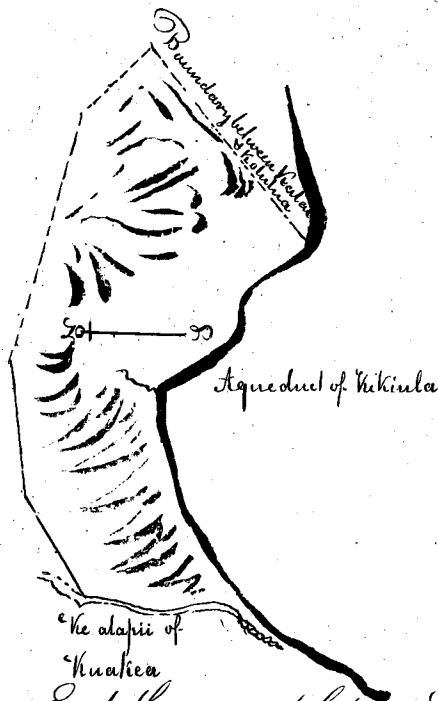
For I Waalilio  
Joane Si  
J S Bernard

We hereby give our approbation to the above lease of land  
Kamehameha III  
Kekaulaohi

Note All these signatures are erased in the document now copied

## Document marked B.

A flat of land leased to J. Bernard Esq. in the valley of Waialeale together with an outline of fence which he desires to erect on the N.E. side.



Boundaries. East the ancient between Kuaheka & Kooloolua. South Waialeale River. West the alapii of Kuaheka. Now a line beginning at the alapii of Kuaheka and measuring N 50° E 96 poles thence East 112 poles thence S 70° E 112 poles thence S 45° E 75 poles to the boundary between Kuaheka & Kooloolua.

The above boundaries do not materially alter the contents from that of his present lease. W. P. Alexander

## Document marked - C -

A Description of Plantation desired by P. Bernard Esq<sup>r</sup> in the Valley of Waialeale, which also includes his present lands.

On the west side of the Waialeale River, beginning at the aqueduct called Huhiko, the eastern boundary of Mr. Charles Fitzcombes plantation & extending up the Waialeale River, taking all the bottom land, exclusive of Taro patches, to the mokuna between Kiloa and Ohiaiole, which comprises about 90 acres.

On the east side of the River beginning at the Atafii of Kuakoa & extending up the Waialeale River to the mokuna between Kiloa & Ohiaiole taking all the bottom land, which comprises about 160 acres, making in all on both sides of the River 250 acres of bottom land.

It is furthermore agreed that P. Bernard Esq<sup>r</sup> be allowed to secure his land from depredations on the east side by erecting a fence on the side of the hill, beginning at the atafii of Kuakoa and running N 50° E 96 poles thence East 112 poles thence S 70° E 212 poles thence S 45° E 200 poles thence S 20° E 480 poles to the forest.

The above is as accurate a description of the above tract of land as I am able to make out with the instruments for measurement which I now possess

Waialeale, Hawaii. Nov<sup>r</sup> 2 1842

W. P. Alexander.

Added on the other side

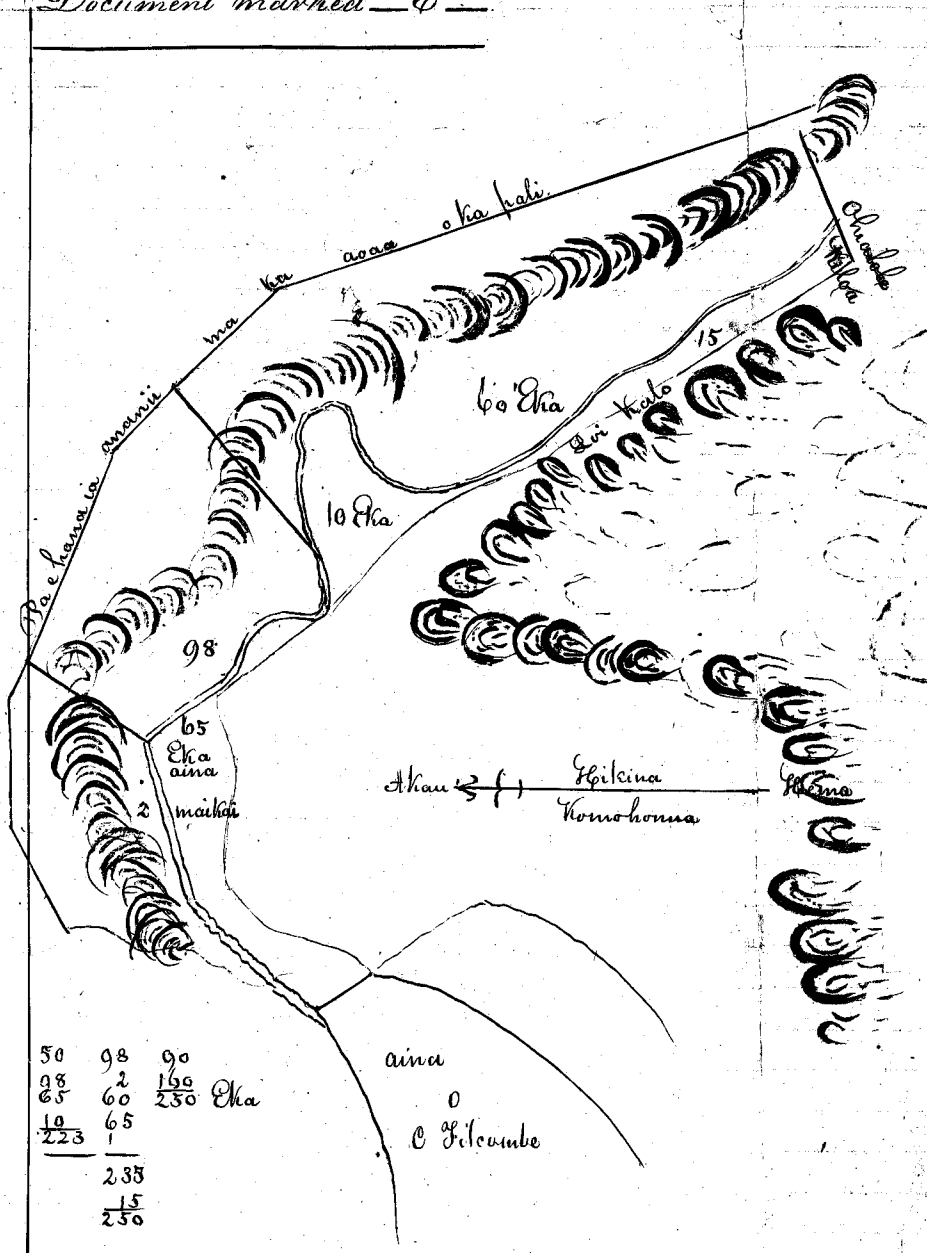
By making a straight fence upon the top of the Hill above the ravines

Plot on the other side





Document marked 8



50	98	90	
98	2	150	Eka
25	60	230	
10	65		
<u>223</u>	1		
	233		
	<u>15</u>		
	250		

Document marked F

Translation  
Lease — No 2

I I Hoalilio hereby lease a certain piece of ground at Hanalei Kauai bounded as follows: On the West side of the Hanalei River beginning at the aqueduct called Kukihio the eastern boundary of Mr. Ch<sup>r</sup> Ticeombe's plantation and extending up the Hanalei River taking all the bottom land exclusive of taro patches to the mokuna between Niloa & Ohiaiole which comprises about 90 acres.

On the East side of the River beginning at the Ma'api of Hualiea & extending up the Hanalei River to the mokuna between Niloa & Ohiaiole taking all the bottom land which comprises about 160 acres making in all on both sides of the River about 250 acres of bottom land.

It is furthermore agreed that I Bernard be allowed to a fence in a straight line on the top of the hills above the rav. for to fence his land from depredations.

To I Bernard to be used & employed by him or his heirs & assigns for fifty years from this date, upon these conditions; he is not to manufacture or sell any ardent spirits upon the said land, & he is to pay each & every year I Hoalilio or his heirs or assigns the sum of Two Hundred fifty dollars, as full rent for the said land, & when this lease is fully expired, he is to restore the said land, together with all the buildings, enclosures and improvements thereon to I Hoalilio or his heirs or assigns, the owners of the Land.

In testimony of our mutual assent to the above terms, we bind ourselves and our heirs or assigns to the fulfillment of the same and subscribe our names this eighth day of September in the

year of our Lord, one thousand eight hundred and forty two at Honolulu, Oahu Hawaiian Islands.

Signed in the presence of, For J Kaalilio  
G. P. Hudd Saani Si

We hereby give our approbation to the above lease of Land  
J Bernard

Testimony continued below  
Kamehameha  
Nehauluohi.

Claim No 37. James Austin - resumed from Page 40 - July 1.

S. Reynolds

Stephen Reynolds sworn deposed - that he bought the place of Mr. Olivier, and thinks he gave 200 \$ for it, he does not recollect the year, but thinks it was 1832 or 1833, and he sold it to Mr. Beadman who paid witness 200 \$ for it. He kept public house there, and sold it to Smith and Church, and afterwards Vowles occupied it. No natives asserted any rights while witness owned the land, nor has he ever heard of any native claims to it.

Mr. Munn. sworn deposed, and testified that the name attached to the deed presented by Mr. Austin is his own writing, and that the lease is a genuine one.

Claim No 44 - P Rhodes & Co continued from above - 3

P Rhodes

Mr Rhodes stated that Mr Bernard in the first place leased a piece of land from Kaalilio's attorney, consisting of a certain number of acres in Kamailei valley, but in Hawaii, when he took possession of the land. The found a



was not enough for his purposes and he determined to apply for more. He had some fear he would not be able to get as large an extent as he wished. — all this I know from himself. He came and procured more, he had a special claim inserted in his lease, that he should be entitled to run a fence on the top of the hill in a straight line. It was his idea at the time that all the land so enclosed belonged to him; as it was perfectly useless to any one else. Mr. Bernard believed that all the land so enclosed would actually belong to him, though not set down as such in the lease more especially as the greatest proportion of it — perhaps 9/10<sup>ths</sup> is utterly useless to any one.

Mr. Vonpflister stated, I purchased the land myself; the lease I purchased was made public by the Sheriff, and all Mr. Bernard's right and title were made over to us. It was understood by all who were present, that our land purchased at the auction, extended to the top of the hills, where the fence was to be made: the boundaries were described in the document read at the sale.

This claim is postponed until further information is received from Mr. Alexander.

Testimony Cont. at page 66.

Claim No. 45. J. P. Vonpflister continued at Page 52 — July 14

Mr. Vonpflister stated that he applied to the King for the land, and he gave it to me in his own name after he got the consent of Keohokalole. Mr. Vonpflister admitted that this land did not belong to the King but to Keohokalole.

Kaanaia sworn deposed that Keohokalole owns the ahua in which the place claimed by Mr. Vonpflister is situated. It descended to her from her ancestors, it is one of the

land in that family. Mr. Vonflister conversed first with Pakea, Pakea sent him to the King, and the King sent him to Neohakiale.

Recd for Pakea  
Pakea  
W. Wallace

Claim N<sup>o</sup> 43 - Kehanau maitai

14 July

Pakea sworn - acknowledged the the transfer of the land to be genuine to Kehanau maitai.

William Wallace sworn deposed. The following document signed with a cross was acknowledged by him to be genuine.

Know all people by this instrument that I William Wallace colored man, do belgain grant sell and by these presents have bargained, granted, & sold to the Native called Hanamaitai & Co and in consideration of the sum of Thirty dollars to me in hand paid by the Chinaman called Tyhung - the receipt whereof I do hereby acknowledge, all my right, title & interest in the yard, dwellings and premises, builded, occupied & belong to me, in the village of Honolulu, adjoining the premises lately occupied by William Johnson Dasher deceased To have and to hold the same from all persons, claimin demanding and assuming by or under me, free from incum berances, for himself, his heirs, executors, administrators and assigns for ever.

In witness whereof I have hereunto set my hand and seal at Honolulu, this twelfth day of July, one thousand eight hundred and thirty eight.

Signed sealed & delivered in presence of Stephen Reynolds  
Hiram Grimes

William Wallace  
maker

Engine put into this Ann...

Claim N<sup>o</sup> 51. Henry Farmer &c

July 15

Witness Page Reynolds

Stephen Reynolds - Witness - sworn - stated that since 1827 or 1828 the claimants had occupied the place now claimed, as far as he could recollect. Witness never knew any person to set up a counter claim to this land. From report he knew that Farmer formerly lived at Pearl river, on the land he got from Keikioiwa, Maheoewa ejected him from that land, and Farmer came up here to live, and Witness heard Mr. Charlton often say to Farmer - Go and take off as much as much as you want for a house lot (on the the land in question), observing it would be a good place to work upon Ships - with Mr. Robinson. The Father of Claimants who took possession of it died about 1834.

Resumed at Page 151

Witness Walker becoming N<sup>o</sup> 146

Claim N<sup>o</sup> 55. E. H. Grimes - continued fr. Page 49

July 21

George (Heotie) sworn - deposed that he had no interest in the claim, Five or six years ago Mr. Walker and I exchanged places. He has lived in the place which I let him have ever since no other person has any rights there. I have not heard that any other person pretends to advance any claim. The place which I gave to him adjoins Thompsons Below and is enclosed with a fence. There are no matters that have any right to the place. A house standing towards the River was taken up & removed to this place, shortly after I let him have the place. At the time the new roads were laid out, this place belonged to the old road and when the fences were built, was left open. I applied to the Governor for it and he gave it to me.

This claim is transferred to Wm. Walker and becomes N<sup>o</sup> 146 Page 132

Claim 52. E. P. Butler - resumed from Page 50 July 2

Col. Stevenson, sworn deposed - about 1831 the King gave to Mr Butler a piece of land in Kapalama called Kaawala. The King gave it to him in exchange for another land which Mr Butler held before. He has held undisturbed possession of it from that time down. A long time before 1822 Pooou of Pahaina was given to claimant by Kainehameha I. He has had undisturbed possession of it down to the present time with the exception that for 2 or 3 years he was dispossessed by one of the chiefs, but the King restored him, and with the further exception that a small piece far up the valley was taken from him by the chiefs about 11 years ago, and given to the Seminary at Pahaina lina. The part he now occupies is in two pieces.

John Brosseau - Claim 52 - continued from Page 50 July 2

Dear Sir,

Waiole July 14. 1846.

Some time last year John Brosseau, a Canadian Frenchman (called by the natives Pate) living on the western bank of the Hanalei river, drew up a request for a few acres of land adjoining his residence, which I copied for him & forwarded to Doct. Sudd. In this communication was a statement that the land he wished to lease of the Gov. had been given him some time previously by Kalili. Then Konoalike of Hanalei or that Kalili had given his consent to his (Brosseau's) occupying it. To this statement Kalili agreed & signed his name to the paper. Brosseau being lately at Oahu, says he called on Doct. Sudd about said land & was directed by him to Mr Robertson who has charge of govern. papers. And said paper was not to be found. As it is supposed to be lost,

E. Johnson

Profseau has requested me to state what I knew of that paper, and write you as President of the Land Commission, and also state to you that the land he desires has been measured by Mr. Metcalf - a copy of which draft is in the archives of Govern.

Wm Richards Esq. Honolulu.

Signed - E. Johnson

Waiana - Claim No 59.

July 29

Waina - Witness sworn - deposed. I have no connection with claimant except through the friendship of our Parents. I am acquainted with Waiakini the name of the land which formerly belonged to claimant; he held it under Gov<sup>r</sup> Adams. Claimant inherited it from his Father, the ahupuaa belonged to Gov<sup>r</sup> Adams. Claimant had possession of the land a long time. Claimant left the land and came down here about 3 years ago perhaps. When Nekuanaoa went recently to Hawaii he took the land from him. It was taken from him on account of claimant's residing at this place away from the land. Claimant left it in the care of Rumatina. The taxes were paid, and there was no fault in the occupant. There was no other charge besides claimant's residing at this place.

Note. Witness appears to depend entirely on claimant for his information. Testimony resumed Page 69

Claim No 60 - Thomas Hunt

July 29

Henry Suppleen. Witness sworn deposed that the land was obtained from Karaimoku as far as he recollects it was taken from him by Gov<sup>r</sup> Boki who wanted him to go in the Thaddeus & Karaimoku would not let him go, & gave him another land in the place of it named Palolo or a place in it as far as witness knows.

Witness has been here since 1810.

Resumed page 72

Aug. 5

Claim No 63. Namanu.

Register No

Case

John II

Paewahine

Pae. Witness - sworn - deposed He is a servant of Namanu, and lives under his protection. The place in dispute is a landing place for canoes. Witness heard Namanu say to Heaveruaore Leave that place vacant for a landing place for canoes and take the one now occupied by him; he took it; and the place has remained vacant to the present time. Witness knows nothing how Namanu obtained rights in the place.

Mr John II sworn - deposed. When the former King went to England Namanu's Sister lived on that place & Claimant often lived there with his sister, until the return of his Sister's husband from England. Thus things remained until his sister and brother in law went away with Boki in 1829, at which time they gave the place in charge to claimant. His brother in law never returned, and the place has been in possession of claimant to the present time. In relation to the particular place on the sea beach Witness knows nothing. The place formerly belonged to my ancestors for generations, and they occupied it previous to the time now spoken of.

Paewahine. - sworn - deposed. he resides in the yard, joining the place in dispute. Heaveruaore was about close up Namanu's place on the sea side - so that canoes could not be taken in. Namanu proposed to him to leave the place open as a landing place; and he consented. Heaveruaore was the tenant of the place, and therefore Namanu made the request of him. This talk took place about 1836 for which time the place has never been closed.

Heaveiti - sworn deposed he lives in a yard adjoining the disputed plot. Heaveruaore owned on the sea side and

he owned on the back, and he gave to me what I now possess.

(Note - This witness appears on the behalf of Namani.)

Witness knows nothing about the rights of Namani, but says the place has been left open for the landing of canoes.

Claimant - says he gave to Keaveruaore a narrow strip of land back as an inducement to him to keep the place open, and he consented.

Mr John II testified that he knows the strip which Namani gave to Keaveruaore formerly belonged to Namani.

(Note - The counter-claim of Namani appears to be merely a claim of road.)

Namani

John II

Claim No 62. J. Pines.

See Claim of Ahu 6506 see Aug 5. Page 170 & 101

Tanish Pines. Witness sworn - deposed he arrived here in 1844 he knew the Father of Claimant had a large yard, and also a large house in which he kept a hotel. The yard has been cut up so much since that he cannot tell exactly the old line he does not know of Mr Pines ever selling any part of it he has been living four years away and does not know what has been done in that time. Resumed Page 69

J. Pines

Tanish Pines

Claim No 34. John Needles - continued from Page 36 - Aug

(No 3)

Keshuana. sworn. Witness does not recollect Kailua ever has been promised to Claimant, but recollects when the King leased some land to Dr Rooke, there were some kalo patches of Nea included in it. Needles complained to the King, & the King replied he would look up some more land for him, and King ordered Keshuana & myself to find some land for him. Both the King & Keshuana gave us the order - We inquire

Keshuana

where we should look, he replied, look in Waialua. We replied perhaps he would prefer land here in Honolulu, it would be to inquire of him. Needles said he liked a land in Waialeale by the name of Hauiliwai. We then inquired of the Heads of Waialeale who told us that Hauiliwai always went with Ahu-bua. and then the Chiefs said to us let that alone but look for another Ili in Waialua. Kaalilio looked for another Ili and offered it to him. He went & looked at it but still insisted on having Hauiliwai, and complained anew to the King, and has continued his complaint down to the present time. Needles did not own Waialani, but owned some Kalo patches in it under his Father in Law Waialani belonged to Keikiwea, but was in possession of Keaniani.

In relation to No 1 under same claim

Witness says, when he returned from England, Needles was living a little distance from where he now lives and accommodated me & Kinopu, and as the place he now occupies was then vacant and common, we told him to take that which he now occupies, which he did, and has had it ever since.

Claim No 53. Waialaukala

Aug 1.

Wohuanawa - sworn - deposed: When we arrived from Hawaii in 1822 the place was vacant. Kahumanu ordered a cove of people to live there called Paarena. When we returned from England in 1825 there was a school house built there, and Paarena was teacher. The father of claimant was one of Paarena. When Doti left here in 1829 with claimant, Paarena gave charge that claimant should inherit this place the other property of his father - including an Ili in Waialeale.

given by  
Dox  
66

manu



The counter-claimant Punahili was connected with the same company as a Paewene, and went to the King to get a portion of the same yard secured to him after the death of Kiniau. The King spoke to me and Wehaukurohi about it, and told us to give a portion of the yard to Punahili. We informed the King that Punahili had no rights there, and that it belonged to claimant, we said to the King by letter it was best for Punahili to come down here and have a regular examination. There was a legal examination, and it was decided that the place belonged to claimant. The King then wrote to me to beg of the claimant as a favor that he would divide the yard with Punahili, and claimant positively refused. Subsequently the King sent down Pehoi with orders if he would not give it up without, to take it by force and divide the yard, which in was done. This was done in 1840.

Resumed Page 72

Claim No 59. Nuancea — resumed from Page 65 — Aug 14<sup>th</sup> 1842

Testimony deferred until Wehuanawa who is counter claim shall produce his statement.

Claim No 62. J. Pines — continued from Page 67 — Aug 11<sup>th</sup> 1842

Hoolau. Mother of claimants. sworn - deposed. The yard formerly extended from Sol. Davies's place to the Brewers, the yard was about square. It was bounded by Egyp on one side and by Peter on the other. My husband divided it, but without my knowledge, and his second wife gave a part and I was his first wife and he left me. While I was his wife he gave a part of it to Hamet. Wehuanuruma - sworn - deposed that the yard extended from Charlottes yard to the Brewers joining to Peter on one part and runs on to Paken

on the other. Pears let out one part of it to Hamet. She thinks Pears sold it to him. Afterwards Pears took Waahou for a wife. Waahou divided the yard again, after that witness heard Pears and his wife were going to take the yard altogether. Pears then went to the King upon opposition, and the King then said Pears, you may have it; but under your wife. The King told witness he would look for another place for her, but she did not get any. Then the King told her she could go to stop in the old place again, but divided the part of the yard that was left, again, between Pears and herself, and she might live in her part, and they live in their part, and they did so. Afterwards witness swapped her place with the Chinaman Spring. From that time to the present time the Chinaman & herself have held possession of their places to the present time. This happened a little before Lord Paulet came here.

Witness is the Sister of Claimant's Mother.

Resumed P. 30, V. II 265

Claim N<sup>o</sup> 68. Wapahoanui

Aug 1

Wapahoanui - Suwon - deposed that witness was first wife of Claimant's husband. When the Russians were here, witness's husband occupied the place which claimant puts in her claim for; her husband afterwards forsook her, and took claimant for his wife; they lived there till his death. Claimant's husband gave a portion of the yard to Puaa which he still occupies.

Resumed Page 72

Claim N<sup>o</sup> 69. Hanianu

Hanianu - Suwon - deposed. He is Claimant's Attorney and confesses that they claim only in behalf of the children of

20th Nov 75

Wapahoanui

21st Nov 75

Wapahoanui

Kawailepoulo, who are minors. The father on his dying bed ordered that the children be left under the care of the Missionaries until grown up, and that Kaapuuhi and Kaniain should have the property in their care in the interim, and then deliver it up to them.

(Note) For the decision in this case refer to the testimony taken in Kaapuuhi's claim N<sup>o</sup> 3. (Page 9)

Claim N<sup>o</sup> 72. D. C. Higgason

Aug 12

M. Bent. sworn. deposed that he was witness to the facts stated in Claimant's document. Witness was at work for the Governor at the same time. The Governor told Claimant he should have the land for life as far as witness understood him, and if Claimant had any heirs it should go to them. There were no Natives on the land at the time, and it was given in the way usual among Natives. No person has ever interfered with Claimant up to the present time as far as Witness knows and he has been in occupation to the present time.

Claim N<sup>o</sup> 50. Kalaiheana

Aug 13

Wahinealii. sworn. deposed. The yard included within the boundaries stated by the claimant was given to Kalaiheana in the time of Kamehameha I. Claimant had the care of the young Prince Diberiko, though Paapaa was superior to him in the charge of the Prince. There was no fence at that period, but the place was occupied by the Claimant, Paapaa and my Father, and the Prince living with them. Their places joined, but the portion which particularly belonged to Kalaiheana was the portion which he now occupies. Kalaiheana is the heir of Paapaa and has also now the possession.

Note Unknown by whom or when conveyed

*of Paupus places*

Note - The Board resolved that this claim be postponed until the land is surveyed & a clean draft presented.

Claim No 60. Thomas Hunt - Continued from P 65 - day

*Namalahana*

Namalahana - sworn - deposed. I have charge of the land ever since the time of Pihoriko, and my Brother had charge of it previously. When I first had charge of the land it was owned by Karaimotu, and he gave it to Mr Hunt, and I had charge of it. But the Foreigner Mr Hunt was dispossessed before Pihoriko went to England. Karaimotu was offended with the claimant in consequence of his being frequently intoxicated & not being able to attend to business, and gave it to his former Rood Mochau. It remained in the hands of Mochau till he died, when he died it descended to his wife. She married Wahiama and it became his, he died about 1830. When he died it became Teikauriki's, and he has possession of it still.

Continued Page 149

Claim No 68 - Kapahoanui - continued from Page 70 - day

*Namalahana*

Namalahana - sworn - deposed. The claimant now lives in a house near the river on one side of the place claimed. There are many who have rights in the place now claimed.

Note - The Board resolved in relation to this claim that the particular <sup>place</sup> claimed be surveyed & laid before the Board.

Continued Page 46, Vol 2.

Claim No 53. Kuaibauhala - continued from page 68 - day

*Pekoi*

Pekoi - sworn - deposed. I know nothing about the original of this



5 and 6 years before he went away; he went to Hawaii about 3 years ago.

*H. Kalali*

H. Kalali. sworn. deposed - about 23 years ago. Witness knows Urauna's Mother was living there; he does not know how she got the place. Urauna's Mother stopped there about 7 years; When she left, she left a woman named Paia living in the yard, but witness does not know who claimant's mother gave the place to. After that he saw Urauna living in the yard but he does not know how he came there, he stopped there till he left this Island and went to Hawaii.

*L. Kaauwai*

L. Kaauwai sworn deposed - he heard it from Kainaina claimant's mother, how she came by the place. She remained there because she became religious, no one was living there; She put a house upon the ground because it was near the mission. The mother of Urauna remained there till Urauna sent for her to come up to Maui. His mother said she did not wish to leave the land the Chiefs had given to her (referring to that in the country) but Urauna said all your Sons & daughters are here, I will go down and take your place. It was so determined that he should come and take care of the place, and be under the Chief Kinau. Witness corroborates the testimony of the previous witnesses about claimant leaving for Hawaii.

*Register Page 23*

Claim No 13. Nakoohoo

Sept 1877

Claimant and the occupant of the land consenting to a private adjustment of their difference the claim was finally terminated. (See Transactions Page 27)

*com. 1/2*

Claim No 35. Heleheva - continued from Page 36 -  
Goornocapule. sworn. deposed. Witness knows the Claimant's

possessed the Land claimed as a gift from Kamehameha ever since he took this Island. When he died the Father left the land to his son Kalimaina, he was not his own son, but his grandchild, but his own son came to live on it afterwards, his other son was under the grandson. His own Son left the place and went to Maui and died there. Witness does not know who the place was left to by the Son or any thing about his last will in the affair.

Umanuua sworn deposed that Kamehameha gave the land to the Grandfather when he first came to the Island. When Kamehameha died, he left it to the grandchild Kalimaina. His own son Kulauka came to live on the land afterwards under the grandson. When Kulauka died the land was delivered to Kalimaina. In the year 1841 the people living now on the land came there. The Wife of the Son Kulauka is now living there, and claims the land altogether. Kamaoia is her name.

Claim No 80. Mataia Wahi.

Sept 2

Waha sworn deposed. The place demanded by the claimant is in the valley of Kitehale. Claimant bought the place of Wahi in 1839. Wahi obtained it a very long time ago of Kamehameha. No one has opposed the right of Claimant to the land.

Kaapehiki sworn deposed. The place claimed adjoins mine. He obtained the place by exchange with Wahi about the time of Kamehameha's death. Wahi had lived there a year or more, but I do not know how he obtained it. The Claimant has not been disturbed in his possession since the exchange.

Claim No 77. Perrin Andrews

Sept 8

Doctor Ingham sworn deposed. This land leased by Kamehameha to Perrin Andrews was placed in my hands for the collection of Rent.

be paid to Wēkēākeōhi, 20 \$ pr. ann. At her request I remitted the rent for 1 or 2 years. A little previous to her death she instructed me not to collect rent any further, and expressed a wish that it should be made over in fee simple for his use and that of his children. She also stated the same thing to me some time previous in presence of some persons unknown.

See testimony of Kana'ina in Hawaiian Book taken 16 June 1857.

Register of  
Books

Claim No 79. Napoho Sep 8

Paki. sworn. deposed. The fence was crooked. I did not know any thing about the place, but Liliha gave me orders & I went according to her instructions. Pūnāhele said about it it is our place. That is all my talk with her about it; the crook was given to Kap. Meek, and the fence was then made straight. At that time in consequence of her conversing with me in that manner I supposed the land was his.

Resumed Page 16 - Vol III

Register of  
Books

Claim No 81 Joseph Booth Sep 8

Doctor Rooke. sworn. deposed. The land was enclosed with a fence when I measured it in February 1845. On the 5 Jan 1844 I received a letter from Mr. Byrne requesting me to sell this enclosure. Having received some offers I wrote to Byrne for a bill of sale of the land. On the 22 of April 1844 he wrote me to this effect. Dated 22 April 1844 I send a blank bill of sale to fill up with the purchasers name and sum. In Feb 7 following Mr. Booth concluded to purchase it for \$250. I told him before concluding it would be proper to wait on the Governor, to offer him the land with his permission to purchase it & enquire if the sale would be legal.



I went down to the Gov<sup>t</sup> with Mr. Booth. I told him Byrne had commissioned me to sell his place, and Booth wished to purchase it. I asked him if I should be right in selling it, or Byrne, I had nothing to do with it. The Governor told me then how Byrne became possessed of it. I did not know before. He said it was given to Byrne by order of Kinan I think he said he measured it out himself, and Kinan commissioned him to mark out the place for his services to Rikowits. He observed what Kinan had done would be valid. I asked if it would be right to sell it to Mr. Booth. I enquired particularly that there might be no future difficulty. He said it was good. Some other conversation took place on going out of the Room; He said there could now be no difficulty hereafter. The last words Booth added were. I am looking out for a better. After leaving the Gov<sup>t</sup> I recommended Mr. Booth to take the deed to Mr. Record or Mr. Judd; I am not sure which, in order that no difficulty might ensue. Some time after I heard Mr. Booth's title to the Land was disputed. I had the money in my hands which Mr. Booth paid me, & notified Byrne that his title was disputed. I then received the letter from Byrne about his services rendered and the validity of the title. I know Byrne rendered the services he states to the King. I am also aware Byrne built a house on the Land and dug a well there.

Sept 9  
Kinan was sworn deposed. I gave my approbation to Mr. Booth buying the place. He told me he was buying it for his children. The King & Kinan gave it to Byrne in consequence of Byrne teaching Rikowits.

Claim No. 82 - Thomas Phillips

The original doc<sup>t</sup> produced & deposited with the Commission  
for Copy 2 Registered Page 92

Claim No 83 Thomas Phillips

Sep 8

Mr. Miner

Mr. Miner - sworn deposed that he knows Claimant has had possession of the building lot as described in his statement and that it has never been disputed.

Kamamohi

Kamamohi sworn deposed - Mr. Phillips went to speak to the King - he sent to Wines and he went to the King. Phillips was there. The King said to me Go and tell Hoopili I want a place for my Carpenter. I went according to orders, I mentioned the place where Phillips now lives to Hoopili, who readily gave his assent, which I announced to the King on my return. The King said to me Go with Phillips and point out the place to him. We went & entered into a long house, where was the apparatus of the Pitaita. where we conversed together & I pointed out the land to him, but did not measure it. Hoopili had given orders to give the house to Phillips, perhaps I am mistaken in that. Phillips arranged the place at that time for building, but did not then build. He subsequently built a house, and has occupied it down to the present time. I have not heard any thing further about it.

(At this stage of the evidence a letter from the King was received by the Board, in which his Majesty acknowledges have given the premises to Mr. Phillips.)

Mr. Miner

Claim No 84 Thomas Phillips

Sep 8

Mr. Miner

Mr. Miner - sworn deposed. I know Mr. Phillips had possession of the land claimed in Kahaina. he set a house on it 1829 or 1830, but it was not finished. I do not know how he got it. I heard him say he got it from Kahanoukahi at the time Hoopili gave me my building spot, he pointed out the bounds below a large two patch a Native who

standing there said, that land belonged to a Hoare Phillips. I could not then take it. He pointed out another land on the upper bank.

This claim is suspended until the arrival of competent witnesses.

Claim No 85 Thomas Phillips

Sept 8

The original deed, deposited with the Board

See Page 401 - Vol II

Claim No 97. Thomas & Fanny Phillips

Sept 8

Henry Dea. sworn deposed that after the Jury case was decided the Governor consented for Mr Phillips to be guardian to the Chita which gave satisfaction to the British Consul Genl Phillips called on the Consul & stated that the Gov would give up the house to him on his signing a Bond, but it required another to sign a bond with him. Genl Miller asked me if I would object to sign the Bond of Phillips. I said I should not object. Dr Dudd I believe was then asked if they would take me as a security. They said they would. I then signed the Bond for \$1500 accordingly at Honolulu house. I then understood the land was given up to Claimant and the house I believe I heard of from Phillips. I then went to Tahiti, and when I came back I heard the whole of it had been taken from Claimant again, which very much surprised me. I understood it was done by the Governor.

Waeolani sworn deposed The Governor told me to go with him and point out the land, and we went to the place - I went with Phillips to point the property of his Brother in Law. Carpenter took as I had nothing to do with the land. I went with authority to deliver up that property which was

11. 7. 1826

to take the  
out of the

claim

to his Brother in law The Governor said nothing to me about land - Claimant insisted upon the land and measured it. The Gov<sup>r</sup> did give me orders in relation to the house here in Honolulu and the animals. At the time of the trial, Phillips claimed the house & part of the yard. I had orders from the Governor to divide the yard and set up stakes. He gave it to the child. It was a clear transaction. I could not tell now precisely where I put the stakes. There was a small house building there, and Phillips wished to have the wall go close to the house, which I objected to.

Sept. 9<sup>th</sup>  
Methuanaava

Methuanaava - sworn deposed. He did give orders to Wre-lani according to what he has stated in his testimony. Though perhaps he was mistaken in the line of division in the house lot. The points of division I marked out were from the South corner of the house to the road fence; and from the east corner of the house to the road fence. I did not give him the part towards the Sea.

David Owen

David Owen sworn deposed. The place adjoins the one that was mine in the country. I believe the Woman that Phillips' Sister owned the place formerly. I have been up & down 20 years, but did not know any thing of the land I was at my premises when Phillips, Macdunnment, Rutledge & Robert Hilday came there. In the afternoon. The Governor came there. Phillips & myself with the others went on to see the Governor. Phillips asked him how it was about the land. The Governor said it is your land. He rode up to the Woman's house that is on the land. there was a man with her. The Governor told her she must quit the land, of which he would give her 3 days to take her house away. She owned the dock, he said it was his property. The Governor then left & rode up the hill. I turned to go home when

Gen<sup>l</sup>. Miller & a young lady, met me & Phillips and stopped to speak. Gen<sup>l</sup>. Miller asked Phillips how it was about the land. Phillips said the Governor has just delivered me the land.

The Gen<sup>l</sup>. rode up to the Woman's house, and she cried as she sat at the door. The General spoke but I did not hear what he said & then rode away. The woman still lives in the house - she put a new floor in it.

This is a  
very related  
to land at  
Kamari.  
Cl. 3d.

Mr. White - sworn deposed. All I know is Mr. Phillips got the land and wood to build the house, but before he finished the wood & all were taken away. Phillips bought the wood of one of Ketauonohi's men. Ketauonohi had had charge of that land. Kaniau occupies the land under the Twins at present.

Note

It was confessed by the Parties that Wea-hiamakani was the Landlord or Proprietor, and Kashi-pau the Tenant as implied in the Will.

Statement of

Note

Wea-hiamakani gave the two lots to Sally White mother of Kashi-pau in 1821. & held them till 1844. when the Parents died. (From the Phillips statement.)

Notice

Notice was directed by the Board to be given to the present Occupants to give testimony.

The Will

Mr. Baston as attorney for Claimant put in a document relating to questions put & answered before the Jury connected with this Claim as follows

1<sup>st</sup> Does the will bequeath all the property to the Child, or does it bequeath it equally to the Child, Phillips & his Wife?

Answer. It bequeaths it solely to the Child.

2<sup>nd</sup> Does the Will bequeath the Child to any person as guardian?

Answer. It does not.

3<sup>rd</sup> Who pays the costs of Court?

Answer. The estate of the Child.

July 24. 1844. Attorney General's Office Honolulu.

I certify that the above is a true copy of questions submitted to

Jury empannelled to enquire into the meaning of the will of  
 Womai late deceased, and of the answers to the questions  
 thus propounded, which questions and answers returned to the  
 Court of Probate of Honolulu Oahu, Hawaiian Islands by  
 the said Jury as their verdict in that case.

John Ricord

Attor<sup>y</sup> Gen<sup>l</sup> H. H. Mayer

Polyesian June 29<sup>th</sup> Before the Governor of Oahu as Judge of Probate  
 The court refused to submit the question - Who shall be guardian  
 of the Infant heir to the Jury, asserting its own prerogative to appoint  
 whom it pleased to be guardian, in the absence of a guardian  
 named in the will.

Will. Copy of original.

Womai

Honolulu Oahu Jan<sup>y</sup> 8<sup>th</sup> 1866

This is the Will of Womai

All the Property of my child Kaohi'ia and (derived from  
 my wife (Womai) Kealiamani and my friend (second husband  
 the carpenter). This is the Property

Two Saws

Two planes for wood.

Two Planes

Three Chisels

One Hammer.

One tortoise shell comb

A cloth partition.

A Canoe in charge of Kapakrakini

These articles are the property of my child called Kaohi'ia.

This also. The Field.

My child is to live under Kealiamani

A correct translation

By me Written by Kapu

J. P. Judd.

Note.

Womai died

early in

his wife and

father of the

child - about

9 months,

Kaohi'ia and

was then 12 or

13 - died

(from all Philia's

statement.)

Appointment of Guardian. C. 97.  
To Thomas Phillips,

You are hereby appointed Guardian of Kaohipau Son of Homai, late of the Island of Oahu, deceased, who died leaving a will & bequeathing all his Property to his said Son Kaohipau without appointing him a guardian & without naming an Executor.

As such Guardian you will take possession of his property named in the said will of Homai, and make a true Inventory of the same to be filed in my office under your oath. You will guard the interests of said Infant in all respects, collect any monies that may be due to him, invest all sums that may belong or accrue to his estate from time to time during his minority at the lawful interest of the Kingdom, rent his freehold estate to the best advantage and for a term exceeding the period of his minority, taking care to invest securely and at the lawful interest, all the Rents, Issues and profits of his said freehold estate.

You will also take the said Kaohipau, an infant aged twelve Years to be your ward, watch over him in all respects with the care that is due to your own child, send him yearly to school, have suitable regard to his health and morals without unnecessary restraint or undue correction and above all train him up in the fear of the Lord which is the beginning of wisdom.

For all these things you will be allowed to receive reimbursement from the estate on your settlement with me, and until such settlement you will hold this letter of guardianship subject to my pleasure.

Given under my hand & Seal  
This 24<sup>th</sup> June A.D. 1844  
M. Kekuanoa

Sept 15  
*Maikai*  
 Maikai sworn deposed, as we went out from the premises  
 - animation of this subject, I heard Kokiaimai speaking and  
 I asked him whether Waolani had been there to measure the  
 place, he said yes, he came and measured off a large part  
 for Mr. Phillips and we objected. Waolani then returned &  
 said to the Governor, I went to measure it and they objected.  
 The Governor replied, Go back and divide it, and if they ob-  
 -ject, then they shall be driven away; and we kept still.

Note: Kokiaimai appeared before the Board and acknowledged  
 the above to be true.

Sept 16  
*Sammy Phillips*  
 Fanny Phillips sworn deposed. She was present when  
 Waolani went to point out the premises as mentioned in his  
 testimony. I heard Kekuanaoa previously tell him to go &  
 divide off the place. Waolani in obedience with the orders  
 went in company with Mr. Phillips, & Macdurmant. Waolani  
 pointed it out & Macdurmant measured it. After the mea-  
 -surement Waolani returned to Kekuanaoa and came  
 back to us and reported that Kekuanaoa confirmed the  
 measurement, and said it was all right. Kokiaimai at  
 that time objected to the measurement & tried to drive us  
 away. When Waolani reported their objections to Kekuanaoa  
 he came back & said it was Kekuanaoa's decision that if they  
 objected to the decision he had made, they themselves should  
 leave the yard. When Kokiaimai heard that he was silent;  
 Waolani confirmed the previous marks & we went away.  
 This was after the trial by jury. The pointing out of the  
 premises on the Sea side and those in the interior were both  
 on the same day. After breakfast we went up to the land in  
 the interior; we took an inventory of the articles, we mea-  
 -sured the land and then returned to the Sea side.

Resumed Page 383. VII



1846

82

Claim No 86

L. Phillips

Sep 12

Reg Page 99

James

James Robinson deposed. I bought the Premises of George Anderson, George Anderson bought them of a Ohiaman, who bought them of W Dana, Mr. Dana got them of Geo's Patis before he went to England. No one has ever disputed any of the successive claims to my knowledge.

Note

The old foreigners living in the place would be most likely to know about these facts.

1st Dep  
James Page

Claim No 78

Nakahonu

Sep 12

Hacawaiana sworn deposed. I am acquainted with Claimant's place, it formerly belonged to myself & husband. It was given to my husband by Kamehameha. He was living there at the time of the battle of Niwano, after which he went back to Hawaii with the King, leaving his servants living on the land. When Kamehameha came back again my husband came back with him & found his servants living at the place. My husband then remained. That was the time I became his wife. When my husband died, he willed his property to Makuru, Claimant's father. Keivi my husband died soon after the abolition of idolatry. Makuru lived on the place till about 1822 - When Makuru died he willed the place to Claimant his Son, and we all heard it, where he has lived undisturbed until recently. Some time previous to 1830 Kai-chaiki enclosed the place with a stick fence, and about 1835 the present mud fence was built. Kai-chaiki also built the mud fence.

James

Pananau sworn deposed. I am acquainted with Claimant's place of residence in Kiki-hale. He received the place from

Maikuru his father, who received it from Keiri. Keiri received it at the time of the Battle of Kuruanu. It was enclosed with a stick fence from the time of Keiri down to Maikuru. At the time of the Russians when I first became acquainted with it the yard belonged to Maikuru, & there were many of his dependants living with him in the yard. After the death of Maikuru the stick fence was destroyed. There is no fence at the present time.

Note

Witness appears perfectly acquainted with the boundaries and would be a suitable person to give information. This claim is adjourned to be surveyed by appointment of the Board

Register Box  
Telobwahu

Claim N<sup>o</sup> 88 Tekuamanoha Sep. 15

Telobwahu sworn deposed Claimant has lived in the yard from the time of Leljikaa down. The yard belonged from first to Punurua, at which time there was no fence round it. I do not know how he obtained it. I lived there as early as 1823 the place was vacant & we all went there & lived, without being dependant on any one, & a long time after Claimant & his Sister came there & lived. When I married then I left the yard to claimant & went to live in another place. At the present time Punurua is claiming a portion of the yard which does not belong to him & is thereby oppressing Claimant. Kiikelani sworn deposed I and my wife live with the Claimant in the yard, though we are no relations. I do not know how claimant obtained the place, though I know of his living there from the time of Botu down, & we were living there when he went away. It was not enclosed with a fence till after. No one has interfered with their living there till the present time. There are many living there at the present time, many

Kiikelani

of whom have rights of their own. Kekuamandea does not own the whole.

*whukini*

Whukini sister of Claimant says Punurya gave them the place & they fenced it in, & have lived in the undisturbed possession for many years, but since this Commission he is claiming the whole.

*29 30/10*

Claim No 96

Kaco

Feb 16

*and*

Waiho sworn deposed. I know the land claimed by Kaco my husband Kawiri gave the place to claimant, soon after Pook's return from England. The place was a Common & we had taken it up several years before, we were never interfered with nor has Claimant been from that time down.

Whukini sworn deposed. About 1830 the place in question was a common. Pachere took it up & enclosed it with a fence, dug a well & lived there with his wife after building a house, till she died. He sold the place to claimant for \$20 which she paid him down. The sale took place in about 1834, Waiwini's time. When the roads were laid out they cut off a portion of it, & claimant built a fence along side of the road and a mud house, and has occupied that yard down to the present time.

*Whukini*

Whukini sworn deposed. The place in question was a Common without house, fence or well or any thing when Pachere took it, built a house, fence, & well. His wife was sick, they went away, she died. He came back, he went & sold the premises to Claimant for 20 \$ which Claimant paid him. She enjoyed all the rights of Pachere until the roads were made, which cut off a piece of her land. She built the fence along the road & the house, & has lived unmolested down to the present time. Afterwards Claimant's husband returned

from a voyage and gave \$20 more making it 40.

Register Page

Claim No 90 & 91. Keiane Montgomery

Sept 16

Uniohalani

deposited

deposited

deposited

deposited

deposited

Maniari

Uniohalani sworn deposed. I am acquainted with the premises of Claimant who derives her right from her father, to whom the place was given by her father Winship, who received it from Karaimohe at the time of Kamehameha's return to Hawaii, and houses were built on it by Uniohalani at the order of Karaimohe, Mr. Winship lived there till he left the Islands, & when he left, willed the place to his daughter, and appointed Manini & Holmes guardians. It was enclosed with a stick fence by Mr. Winship, & afterwards Manini built a stone fence round part of it. Claimant has not now possession of all she formerly had. Previous to 1823 Manini took possession of the yard, while claimant was at school at Mr. Bingham's. When Manini took possession he went occasionally & lived in a house which Mr. Winship built, for the houses built by Uniohalani were destroyed. Manini had a separate place beside the yard in which he lived himself. He built a bullock pen outside. Winship made a fish pond on the sea side of the yard. The walls of the pond were afterwards taken away, but I do not know who took them, perhaps Manini.

Maniari sworn deposed. I was acquainted with father of claimant Winship. He had a building lot in this village, adjoining Mr. Manini's. It was given him by Karaimohe. He lived there a long time and his child was born there, and she lived there till she was grown up. The place was enclosed with a stick fence. When Winship died the place fell to Manini as guardian of claimant. Manini enclosed

it with a stone fence. It appears Manini took the yard for his own use - but I do not know. He built two or three houses in one part of the yard. The house built by Winship is still standing in the part now occupied by Manini's heirs. The place now occupied by Caimant was not the spot formerly surrounded with a fence; but is on a spot occupied by Winship's servants.

*Lyons*  
David Lyons sworn deposed I knew Mr. Winship. I know Kavaimoku told Kinkalani to give Winship all that strip between Manini's & Mr. Radd's. Cap. Winship was about one year there. When he went away he left Manini as Guardian to his daughter. Winship was here long before the King died - about 1817. He had been here several times before that, & went voyages. I do not know what he did about the land when he went away. I know Winship made a fish pond. He had two Lands, Punalu, Pearl river - and Kalo-hoime here.

*White*  
John White sworn deposed I knew Mr. Winship had the place, and am almost sure it joined Manini's. I think he got it from Pit. As far as I recollect he occupied the place off for 8 or 9 years. As far as I understood when he left, he left the place to his daughter, and Manini was the guardian. Cap. Winship made the pond as far as I know. I have heard he had lands in other places, but do not particularly know.  
*Note*  
Mr. Young proceeded to the house of Kamaikio and took testimony. Resumed Page 91

Claim 91

*Kinkalani*  
Muniohatani sworn deposed when Winship was here he had a land at Ewa, named Poula. Kavaimoku gave to him, that, and another at the back of Honolulu named Piwae was given him by Kavaimoku. Those 2 lands belonged to him. His brother had another by the name of Kaluohine.

in Honolulu where he made a just Ponds.

Resumed Page 91

Claims N<sup>o</sup> 92 to 95 H. H. Jones

Sept 1896

Register Page 206

Pehu

Pehu sworn deposed I heard Kemehameha I give directions to Mr Holmes Father of Claimant to come here to Oahu and act in capacity of Governor and attend to vessels, and was present when he gave him the place. Mr Holmes lived there till his death, and willed it to his wife & children. No one has ever interfered with their occupation of the premises down to the present time.

Note

Survey of the premises was directed by the Board & the other claims adjourned to 22<sup>nd</sup> Inst. & Kekuanaoa to be examined

Sept 22<sup>nd</sup>

Kekuanaoa

Kekuanaoa sworn deposed In relation to the land occupied back I know nothing of Karaimoku having given it, but I have heard incidentally he gave it. I only know Mr Jones occupied it. When Kekuanaoa commenced transacting the business of the Kingdom, I was sent by her to inquire how Hoanah became in possession of that place, she replied it was given by Karaimoku. I never heard it by any one else.

In relation to the land at Kapalama, I have heard it was given by Pihoriko while he was at Hawaii to Mr Jones's husband, when he came down to Oahu we went up to Capt. Davies's to drink rum, & Davies said to Pihoriko if it had a few more taro patches it would be a fine place. Pihoriko said you may have them. I afterwards heard that Pehu Land agent at Oahu, gave the land to Davies, and I believe it has always been in Hoanah's possession down to the present time. In relation to the premises where she is in Town, Mr Holmes was living there as if it were & truly his place. When we came down from Hawaii

The boundaries formerly extended to the back of the premises now occupied by Mr Gillman. The yard was more extensive than it is now, it extended into a portion of the premises now occupied by G. Brewer. Those places were Hannahs but were cut off by the road. I gave to Hannah the old road in exchange for those places which were cut off from her with her consent  
 No 538 Upai Counter C.

Claim 90. Kejane Montgomery - continued from Page 90 — Sep 22

Karaimoku sworn deposed I know the place claimed by Kejane Montgomery, though I cannot exactly state the boundaries. While Kemehameha was alive Karaimoku gave the place to claimant's father and directed Kuchelani to build a house on it and make over the house and land to his friend. He did not give it for ever to be transferred for ever from children to children. When Winship went away he left his wife & daughter in the house, I do not know how long they continued to occupy it. I was here 3 years & went to Hawaii, & came back & they were there then. The place was then enclosed with a fence of sticks. It included the place now fenced with stone occupied by St. Manines children. At that time Manines place was separate on the west side of the road and Winship's on the east.

Kejane sworn deposed I was acquainted with the premises occupied by Winship. Karaimoku gave them to him while Kemehameha was living. The premises extended from the interior down to the sea side, and were divided by a little path from Manines, running into the sea. In former times there was no fence round them nor round Manines, but Kejane gave them to Winship. He built a stick fence which was a by Kuchelani. Winship lived there a length of time. When he went away, he left the premises with his daughter - My husband

Kejane

lived there also under Mr. Winship. I left the place in Robinson's time, and went down to Moanarua. I do not know the time claimant was dispossessed; it was after I left. Winship appointed Manine to be guardian of claimant & associated Holmes with him in guardianship; and his wife & servants were placed under them. The servants were to be under Mr. Winship's wife, but after she died they were to be under the daughter. Manine and Holmes were the Guardians of all. I know of a trunk of clothes which was sent from the U. States for Manine, and when I was in want I went there and got them. I saw the cloth myself, they told me it was for them. Winship hired Kahuamardoo to build a fish pond in front of the lands.

Kahuamardoo

Kahuamardoo sworn deposed. I was acquainted with the old premises here in Honolulu. I was living at Puakolo when Winship arrived. The premises of Winship were in Kaloa a residence of a land named Kerey. Karamohe gave the place to Winship. It was separated from Manine's premises by a small path. I never heard Karamohe say any thing about his giving the premises, my hearing was from Winship. When Winship received it there was no fence, he hired a stick fence to be built. No one but Winship had any rights in the premises. When he arrived he built a grass house there with silt, which he imported himself, he also hired a fish pond to be built. When he went away he assigned the premises to claimant's Mother, and she lived there with her daughter. Claimant was left in care of her Mother, but Holmes & Manine were her Guardians.

Claim No 998 of James Montgomery - continued from Page 91 - Sep

mother

Karamohe sworn deposed. I do not know any thing about the fish ponds, they were made when I returned from Hawaii.



I heard Winslip built them, the ponds were in front of the houses. The dams of the Ponds are now fallen away, they have been in a dilapidated state from the time of Kamehameha down. I know Winslip had a land in Pearl river (named Poulala Karaimoku gave it him on account of his regard for him. I do not know how many years he lived on the land, perhaps five. It is not now in possession of his assigns. Pehorika took it and gave it to Kamehamalu in connection with the district. After Winslip went away, his wife & daughter lived here for a time. In former times there were fish ponds connected with the lands. I do not know whether Winslip built any new ones or not. I livea from my birth till his death with Karaimoku. I was his adopted son. Winslip's Brother had a land in Honolulu, that is -  
oualinea.

*10/2/26*  
 Kapoa Given deposed Mr. Winslip had a land named Pivai given him by Karaimoku. It was taken away in time of Pehorika, but I do not know any thing about it. Winslip gave the land to his wife, she gave it to her Parents & relatives. Claimant used to receive food from that land while we were living there together. He also had a land named Poulala in Pearl river, given by Karaimoku. At one time Claimant and her Mother lived upon it, he built a small fish pond on that also. He also had a land here by his Brother called Kolouahine. Manine asked for a place of Karaimoku to plant grapes, I for want of a suitable one, he asked Winslip for one & he gave him that. Claimant's mother also lived on this land for some time, he also hired a fish pond to be built on this land. The people from that clowen have called the Pond Umiakapa. He also built two patches on the land, and gave one to each of his wives. Manine lived on the place before the arrival of Winslip. When Winslip first arrived he lived in Karaimoku with Manine, & when he asked Karaimoku,

Kahooraha

a place to live, there were no houses to the east of Manines & and Karainotou told Kuchelani to give him that place. Kahooraha sworn deposed, Winship had a land in Kapoula named Tiwai, committed to the charge of Parent's relations of Claimant, she received a portion of her food for the said land. Claimant was dispossessed of her land in Pihorihoro's time. Claimant had another land named Pouata in Pearl River. Claimant & her Mother lived on it at one time. There had been a large fish pond of old time. Winship made no fish ponds nor two patches there. He had another land here named Kalouwhine, given by Karainotou he built a fish pond on it, the name of it is Kalovai, he also built a kalo patch named Kouri. He was dispossessed of the land in the time of Pihorihoro, but does not know by whom Manine was the first man who came settling on the premises. I was a married man at the time Winship arrived. The land where the Vineyard is was Winship's. Manini got it in consequence of living in the same place as Winship & being of one mind. Winship lived with Manine when he first arrived. Manini built his house on the west side of the road when he arrived. The place East of the road was vacant.

Sept 29<sup>th</sup>

E. B. Butler

Same claim continued.  
E. B. Butler sworn deposed, I know the place which Winship formerly occupied. it was where Montgomery now occupies. It had a stock fence, but I do not know the exact dimensions. It borders on Manines. He got the grant from Kamehameha. I know Winship was profuse in giving property, and the King took a great deal of notice of him in consequence of these presents, and gave him this land in consequence. I think in 1810 or 1811 he got the land, and he left Manine his Executor I believe in 1840.

his property was left to the Child as far as I have any knowledge, the place reached down to the water's edge, & there was a pond Winship built. I know Kamehameha sanctioned building the fish pond. I know Winship's and Manini's land was separated by a high stick fence. Kamehameha had possession I believe before Winship. Winship built the houses & fence. After he left I do not know who occupied as he was absent. The place was left to the daughter & she occupied it. I know of a fish pond up the Nuana road belonging to Winship where he used to keep some fish. Kamehameha gave the pond to Winship, and I have spent some pleasant hours with Winship in feeding the fish. I do not know of any other lands.

Reynolds

Stephen Reynolds sworn deposed. It is a case I have little knowledge about. I arrived here in 1811. Winship was not here at that time. I went repeatedly to Manini's & Wm Davis' & Holmes' at that time with things, being coxwain of the boat. There were not any houses built by Winship at that time. In 1812 I was here. Winship was not here then. In Oct<sup>r</sup> 1812 he was here, & living at Manini's. Whether the house belonged to him or Manini I cannot say; but our Captain lived and died there. In 1813 our vessel with others came from China this way to the U. States; being war time. There were then some new straw houses, not finished. I am strongly impressed they built a part of the stick fence after we arrived. That is all I know positively. I know the stick fence did not go down to the water side. There was a passage between the land & water side. The fence was about 5 yards in front of the house at that time. I was at Winship Brothers house when in the U. States, who repeatedly spoke about his brother having a house contiguous to Manini's yard. Manini had no fence round a considerable space he occupied at the time. It was Abel Winship I referred to. I could not say positively that it is Manini's land or that it is Winship's land. I recollect Wm Smith & Nathan Winship being here. I always heard & believed that Winship went to Manini's; and when

and when they came from sealing they wanted to get a separate establishment, and being with Manine (as was the then custom) went to Kuchelane with Winship, and stated Winship wanted to build a house there; and Kuchelane said, Well build here. Cap. Sumner sworn deposed. I came to this Island about 1813. I knew Nathan Winship. I cannot say whether Winship or Manine owned the houses. I often went there, and eat & slept there. That was I think in 1813. The house stood above where the long house now stands. The house Winship occupied was enclosed with a wooden fence. Outside that fence it was a common without houses. I do not know about any one ever giving Winship land, there might be. There was a kalo patch at the back of Manines vineyard which I saw Winship and his people planting. I do not know if it was his or not, but I heard it was his. Dalways understood Manine & Holmes had charge of the child when Winship went away. After Winship left Manine had charge of the place; he had a large Bullock pen there, there was a pond there which I believe Winship made, but it is filled up. His fence ran along up above the government house, it did not extend to the sea side. I do not know who made the stick fence, there was always a kind of fence behind the houses, there was also one in front. I do not know who built the houses. I always heard Kepane was left in charge of Manine & Holmes. I know Winship built a fish pond by the water side.

Cap. Adams deposed. "Capt. Adams sworn deposed. I have been 36 Years on the Island. I knew Cap. Winship. I belonged to the Ship. I do not know the year when he lived ashore. He lived in Manines yard when he came ashore, I do not know in whose house, nor whether he owned any land. I only know he always told us to carry to Manines house any thing he sent ashore. I always understood I was Manines and all the Captains went here at that time. I do not know who the

Fence was built by. Manine always had a wooden fence there. I do not know whether Winship ever built any houses, or who built them. It was always considered Manine's yard.

*Wm French*  
 Wm French sworn deposed I never had any dealings with Winship. I know no more about the Winships beyond what I knew in Boston in 1818 & what I have heard about them here. The eldest one told me he had given up business at the Islands altogether. Jonathan said he should like to come out again but did not say he had any property here. When I arrived in 1819 I found the property occupied by Manine & his heirs. Manine was my linguist, & he often spoke about the Winships living there, that they with some other Captains had built the houses there, and were transacting business with the King in sandal wood I believe. The house where the sandal wood was stowed was on this side of the premises occupied by Manine. Nathan Winship stated to me that he had given up the houses he had built to Manine in consideration of his taking under his protection, his daughter, and a girl of the name of Piggles. Manine often stated he considered himself bound to do justice to them in consequence. I know he purchased articles for the girls as though they were his own children. I always understood that place was granted to Manine and that Winship occupied with him. I was not here when Nathan Winship was here. I cannot say for a certainty whether the land was Manine's or Winship's. I have understood the girl was left in Manine's charge. I know Winship built houses on the grounds. He occupied the Stone house. I do not know how long Wepane lived there. Between 1819 and 1837 she used to come to my store & get goods. I heard that Winship had granted fish ponds & trade privileges for the time of his residence on the Islands. I do not know he had built any fish ponds.

*John*  
 John sworn deposed I knew claimant's father in the time of Tam-chameka. Wushelane, Manine & we were living together, and

afterwards Winship came. The boundaries South East are a little to the S. E. of the house formerly occupied by Tahilahi, and the boundaries on the North west side are a little to N. W. of the Stone house which Manire built, it was all occupied by Manire. There were no fences like those of the present time, but merely like yard fences. Manire built the stone house previous to the arrival of Winship. A lane of houses containing the eating & sleeping houses for men women and cook house ran near where Tahilahi's house now stands & the stone house. Winship built his house there, living under Manire. He went to Katalaimoku for a place to build, who said the place did not belong to him but to Kuehelane, and told him to take the place under Kuehelane & Manire. We ourselves lived under Kuehelane.

Winship built a fish pond near the Sea. He asked of the Chief for a place & built the pond there with his own property.

Winship had a land Kalouahine which he cultivated, given to him by Katalaimoku. He made large kalo patches in which he put fish, and also made a fish pond. He also had a land Ponalua. When Winship went away Katalaimoku took possession of the lands. He left his daughter in charge of Manire & her Mother. We lived there together. After Winship left Claimant & her mother lived on the land, at Ewa for some time. Kuehelane was under Katalaimoku. Winship wishing to have his place fenced & spoke to Manire, who spoke to Kuehelane, and Winship paid for it. Winship built a large house & Kuehelane thatched it. I do not know of any thing about Sills. Claimant when she was small lived in that house with her Mother which Winship built. Ponalua - sworn deposed. Corinter Claimant are children of my relations. I am not interested in the present claim. I know Winship Father of claimant - he lived on the premises in the year of Manire, & derived his right there from Manire. I know nothing of the chiefs having any thing to do with his living there.

The place was Manine before Winship lived there. Manine detain his right from the King through Kuehelane, After Winship arrived there was a fence built, the people built the fence, by order of Manine she paid for it. I do not know any thing about the large house with sills. That is all I know. I know the way Winship lived and Manine to be that Manine had the premises before Winship arrived and Winship lived with him then. When Winship arrived there was a small number of houses; Manine was living in one of them in the midst when Winship came, about half way from Kahilahi to the stone house, which was built in Kuehelane's time before the arrival of Winship. He lived in the stone house.

*sworn deposed* I have no interest in the pending claim. I was living with Kuehelane when Winship arrived. The name of the place we lived upon was Kaha loa. I lived for a time at Winship's place. Manine gave him the place, and built the house, and went to Kuehelane & got him to build a house for Winship who paid for it. The large house called America which Manine built stood to the North west. Foreigners from the ships came ashore and lived there. Winship went to Kalamoohi for a place who said to him that is not my place, if you wish to build on that side, that is mine, but if there, go to Kuehelane. Winship built a fish pond, after he returned the chiefs took stones to build a wharf. Manine made a fence, and they bore the expence between them. Manine owned the place from one corner to the other.

When Winship arrived he lived in Manine's stone house. Manine lived in a stone house & a grass house. People sometimes lived in one house & sometimes in another. Manine was living in the Stone house when Winship arrived, he also lived in a grass house. There was a house of Kuehelane's a little of this side where Winship built his house, but it fell down before, he built a fish pond.

*sworn deposed* I have no interest in the present claim. When Winship first arrived he lived in Manine's house. There

were two thatch houses back of the Stone house, they were living there, and when I came up we lived there with some Europeans. The eating houses of Marinine wives of our house, stood on the South east side of the road. Winship & Marinine lived in the two thatched houses, & we occupied a third. Marinine owned the two houses. After I went to Hawaii, Winship built a house with sills, which I saw on my return. He built the house in that place with the consent of Marinine. They went together to the Chiefs about it, & they directed them to Kuehelane, to whom they went, who told Winship to live in Marinine's place. The first fence built for animals was Marinine's, but when I came from Hawaii I found a fence had been made, dividing Winship's & Marinine's place. I know nothing about whom he left his property to when he went away, being away myself. He has a fish pond on the Sea Side. The grass houses were built before the arrival of Winship. They both lived in those thatch houses. The stone house was built a long time before that, they lived in that house, they ate in the grass house and slept in the stone house. I lived in the yacht ten days. I heard that Marinine went to get the place for Winship to build upon. It belonged to Marinine as far as where Lahi Lahi's house stands, it was given to him by Kamehameha through Kuehelane. Claimant lived with her Mother on the spot which they now occupy, that was their place. They also lived in the house built by Cap Winship, after he left. I do not know how long being away. Marinine when Winship left was guardian of claimant, and afterwards Poho Liliha, & we took charge.

Winship's letter to Marinine

Extract from a letter written by Jonathan Winship dated at Brighton. July 13. 1836 and addressed to Mr Marinine, supplied by Mr. Montgomery.

My old Friend ——— "As I understand you are well &c."



thought I would write you by the Son of our old friend Mr. John Tyler. They do say that you have so much gold & silver, that it gives you trouble & anxiety to take care of it. Perhaps it would be well to send some of it to this Country, or what would suit me as well would be some of your fine Kalo Spikes; such as we used to get from your pearl river possessors. What has become of our lands? those belonging to my brother & self. Would the government now give us possession of them? Some of that part lying in the vicinity of the harbour, would now I presume be valuable. Suppose we should set up our claims, and route some of the adventurers, who have more recently taken the liberty to build upon them. You must write me upon this & every other subject.

Signed Jon Winslip

21A/Am

Notes

There are some particulars in the preceding testimony not recorded, & first early in Mr. Reynolds' evidence, which was given in a running manner and at the end of a full room; addressed to the President; who carefully gave in the Hawaiian to the N. Sec. every essential part of it.

Mr. Sec.

October 6<sup>th</sup> Resumed.

Malou-sworn deposed. I am not in any way connected with the claimant. I know her Father, he owned a house lot in Korob. Co. adjoining Mainey lot on the East, the two places were separated by a fence & small path. I do not know who possessed the place before it was transferred to Winslip, there were no houses on it before Winslip took it. Kamehameha & Kalainirotu Jun. gave him the place. Kuehane built the fence. It belonged to him clear to the water edge and extending to the fish pond which he built. The fence on the sea side was perhaps 16 feet from high water mark. I do not know where Winslip lived when he came ashore - perhaps with Mainey. Claimant & her Mother lived with Mainey when Winslip left, he then left his

premises to his daughter under the care of her Mother. Mauia & Uolines were also appointed as Guardians, but the direct care of the daughter was committed to her Mother. Winihip also had a land named Piirai given him by Kanyehauka & Kalamotia as the I do not know who took it from him. He also had another in the ahine, there were some that patches over, and he built a large fish pond, called by his own name. He had another land in Pearl river - Ponalā, and had possession till he left, and then his daughter & mother went and lived there for a time. I do not know who dispossessed them, it was perhaps in Pihoriko's time that claimant was dispossessed of those places.

Winihip was not present when the land was given by Kanyehauka & Kalamotia to Winihip. Winihip was present and heard the charge of Winihip when he left the place to his daughter & mother he spoke in the Hawaiian language.

Testimony was taken by Mr Young at the House of Chiefs and presented to the Board. — resumed Page 104.

Claim N<sup>o</sup> 104 to 106. W<sup>m</sup> Walker  
N<sup>o</sup> 3.

Oct 7

John Nettles sworn deposed I know a spot of land Mr Walker had formerly this side of Mr Smith's school house, between there & Mr Brooker's. I do not know how he became possessed of it. I cannot say how long he held it, it was about 12 or 13 years ago. Windows and doors were finished in the house, which was completed by the claimant, and Masoahau took possession of it to sell spirits by a man named Tom, this was done when claimant was gone to the U.S. When he returned he saw this man in the house. I wanted it to be opened, and he would not allow any one to enter. There were four gate posts & two well posts already erected. Masoahau is dead — Note. The bulk of the testimony is recorded in Hawaiian only.

Register Page 103

Nettles

See Page 175

Note

Claim No 107 to 110. Antonio Manuel

Oct 7

*Wahiamai sworn deposed* About 4 years ago I gave a little piece of land - Pukiva, it was upland and no kalo patches. *Woolliomani* assisted me in doing this business. The land is not properly his but he lives under me, which he kindly consented to do. He pays 2 1/2 dollars yearly tax for his part. The people on his land go to my work on Sundays, though they have a separate portion of their own. Should I be turned off the land, then Manuel goes too, for that is always the Hawaiian custom. The chiefs take the land whenever they please, all the lands belong to the King.

*Note* Note. The principal testimony in these claims is recorded in the Hawaiian only.

Continued Page 1527 1 N.J.

Claim No 101 Antonio Sam

Oct 7

*Taken & dep<sup>d</sup>*

*Doctor Judd: sworn deposed* I remember visiting Antonio when sick in his house, west of his present residence. There were several small houses there. I recollect one adobe house, there were several portuguese there. I know nothing about the ownership of the Premises. Glaxman has told me he has been dispossessed of his place, that Kinai wished him to be restored, that she got angry with the people there and tore down the houses, and gave him this place. I think Keturua orava assisted him in building his present place, and that Antonio used to work for Keturua orava. I have seen his people at work on Antonio's house. I believe it was done on the mutual assistance principle.

*Note* Note. The principal part of the testimony on this claim is recorded in Hawaiian only.

Claim No 90 K. Montgomery - continued fr. Page 102 - Oct 13

Mary Anderson

Mary Anderson, sworn deposed I knew Winship father of claimant, he lived in the place where his daughter now lives, I was at that time with my husband at Hawaii. I was here a short time on this Island while Winship was here, I then I saw they were living here together and Kuehelane with them. There were foreigners living with them, though it is not clear, nor is the extent of the premises to me, there was a yard & fence round it, but my knowledge was not clear, he received it from Kalaimoku, he built a house there, though it is not clear to me, he built a fish pond. I do not know respecting his will, I only heard, though it is not clear he had a land named Poulaka and another called Pivai that is all I know. The daughter & Mother lived on the premises as they do now when Winship went away. I do not know whether they lived in Winships house or not.

Wahohokura

Wahohokura - sworn deposed. I knew Winship, he lived in Manines place. He lived a little time with Manine until he obtained a building spot, which Kalaimoku gave him as a friend, being partial to foreigners, He lived there some time though I do not know the number of years. There was a small path running between his premises & those of Manine which extended down to the beach. Winship built a fish pond, when he went away he left his property to his daughter under the care of her mother. After he left they both lived on the premises. Winship built a house standing there at the present time. It has been rethatched by Claimant. Manine dispossessed her of the place, but I do not know for what cause. Manine & Holmes were also placed as guardians by Winship. I heard it said that Kalaimoku gave the place to Winship & that he went & lived there. I heard that he had land given him by the name of Pivai & Kalonahume - That is all I know

Kauai

Hoapua sworn deposed I have no connection with claimant. I knew Winkship. He lived out here in the low land in Manine's place, that was his place. Kalaimoku gave it him. Manine & Winkship were together for a time, & after their places were separated by a path. Kukulane built a fence round Winkship's place. There were two houses on it when it was given to Winkship, built by Kukulane. Winkship himself built a frame house. When he left he willed his property to his wife & child, and appointed Holmes & Manine her guardians. When Mr. Brigham arrived she went to school and then left the place of her own accord. She would go away & come back again repeatedly, and lived with Manine as her father. Winkship built a fish pond on the premises when Kalaimoku gave the yard. When I was very small I saw two houses on it, and then afterwards Kalaimoku gave them to Winkship for the convenience of his residence. I was not present when Kalaimoku gave the land. I was then little, I heard of it. I was present when Winkship took his leave of them, and I heard his charge to them at that time. I was then grown up.

Vote

Kikauwani — appointed by the Board to take testimony of the Governor & Hawaiian Holmes.

Mag. Judd

Claim No 132 Samuel Thompson

Nov. 3

Judd

Doctor Judd sworn deposed I recollect seeing John Brothers sign the document produced, and my own signature upon it is genuine. I do not know the right of Brothers to the property, but he offered to sell it to the Governor. I could not say how long Brothers occupied the place. I know he lived 3 years there, my impression is, he lived many years there; but I could not say for a fact. I presume I never said, Brothers had a good title or that he had a right to sell it, as I knew nothing about it.

R. Boyd

Robert Boyd sworn deposed to the genuineness of his signature. Witness saw Mr. Brothers sign the document. Brothers came by the land in the same way as most of the other Foreigners at that time. He had possession of it since 1830 to my knowledge, and probably long before. I do not know who he got the land from. I know he was very intimate with Haalili, or it may be he got it from Penne. I know that Brothers was in debt to Mr. French, and had frequent communications with Dr. Sudd, who told him that government would probably purchase the land from him, as he wished to pay Mr. French. At last he told me Dr. Sudd decided not to purchase, and requested me to use my endeavours to obtain a purchaser. Mr. Thompson appeared disposed to purchase, and wished to be satisfied of the right of Brothers to sell. I asked Doctor Sudd if Brothers could sell. He said yes, he could sell if he could get a purchaser. I told Mr. Thompson what Dr. Sudd had said, and he said if Dr. Sudd would recognise it, I would give so much money. The deed being made out Brothers and myself went down to the Office, and Dr. Sudd signed it as one witness, and I signed it as the other.

He passed the deed to Thompson, and Thompson passed the money to Brothers and he passed it to me.

Doct. Rooke

Doctor Rooke sworn deposed I do not know how Brothers obtained possession of the land which he occupied when I ca to the Island. I am sure he was living there in 1830. as he has spent much money on the Premises.

1933.134

This property was left in my charge by Wilkinson at his departure from these Islands. He appointed me his attorney. The day before he left he told me there was some difficulty regarding this house lot, and the subject was then under discussion in the Fort. I went to the Fort & saw the Govern

he sent for the Judges who had enquired into the case, he enquired concerning the evidence they had received, & blamed them for not taking it down in writing. He had some conference with them and then told me he had confirmed Wilkinson's right into the property, and stated the grounds of the decision. Wilkinson left next morning. I took possession & expended considerable money on the Premises, and let them to Tyhour. The proceeds of the Rent I remitted to Wilkinson, and laid part out on the premises. He had left his Will with me before he went away. Upon hearing of his death I opened his will; and found Mr. Thompson & Montgomery were the Executors appointed. I handed the Property over to them, and requested them to take the legal steps to obtain letters of administration.

When the Roads were made Riddock's enclosure was entirely destroyed by the road, and this piece was given to him for compensation. He offered the place afterwards to me for sale. He afterwards sold it to Wilkinson, who paid part in a Note and part in cash. I received the money as the attorney of Riddock's and paid it to him and took his receipt.

It was resolved by the Board to refer to the Recorder's records for evidence of Mr. Thompson & Montgomery to act as executors, and also to take the Governor's testimony on some particulars in Doctor Rooke's evidence. The will of Wilkinson was produced by Claimant and returned to him. Tesmanava confirmed Dr. Rooke's evidence - recorded in Hawaiian only.  
 Claim No. 131. Henry Farmer and others No. 23

Registers  
 vol. 2. Rooke

Doctor Rooke sworn. Witness acknowledged the signature of Cap. Charlton to be genuine as it stands in the document, but knew nothing of its contents. Witness heard Charlton say

when he left in the Challenger in 1834, that he had given permissibility to others to be on the land in question, but not to Lawrence and Anderson. Witness was Mr. Charlton attorney at that time. He particularly alluded to the tea enclosures which had been or were then occupied by Anderson and Lawrence

Claims No 152 to 157 Wm Sumner

Nov 2

Register 1833  
Peter Richmond

Peter Richmond sworn, deposed I arrived at these Islands about 22 years ago. I came from Taunton Mass. U.S. I have been at Honolulu about 18 years at work as a carpenter. I have known Mr. Sumner ever since I have been here. In old times there used to be a high stick fence running along the ground where Kekauonohi's stone house is built, and commenced at Doctor Sudds inland fence, and running inland of the Stone House, near the line of the street, the fence ran up beyond the well which is on the premises of Kekauonohi; and comprised the houses about as far up, as where the native straw house stands. I do not know how far the back fence extended. I can not say whether there was any cross fence or not. Some of Mr. Sumner's people lived in the large Native house there. I do not recollect when the lane was opened, there used to be a path there, I cannot say whether the straw house was built by Mr. Sumner. The place where the young Chiefs School is was on by Hainaina. About 1837 or 8 the main street was opened which intersects at right angles the street where Gen. Millia resides, and the street which passes in front of the Palace. About the time the street was opened Mr. Sumner built a mud wall from the street above described running easterly. The same wall stands here at the present time, which is the Mautia wall. At the time of the building of the wall

Description of old fence  
Occupation of Native house  
Old path  
Dress of Chiefs  
School Place  
main St. made  
mud wall  
made same  
time of W. S.







receiving the  
former date  
the place is  
now obtained  
once obtained

When I first knew him he was living down here in the village.  
At that time the place where he is now living was entirely vacant.  
He went perhaps of his own accord and selected the place.  
When he went there to live, he fenced in his premises with sticks.  
The boundaries on the mountain side were just back of a well.  
The boundary on the western side, was about where the road  
now runs. The sea boundary was somewhere within Dr  
Sudde's yard, but was gradually removed at the request of Hinan  
until it reached the place where it now is. On the eastern side  
it extended into what was subsequently the yard of Warai-  
mothe; he requested permission to extend his premises into Mr  
Sumner's Yard and obtained it. The space thus granted was  
considerable. There was no interior division of the land at that  
time. There was no fence at the time Waraimothe was living.  
I think that fence has been existing ten years. I think Mr Sumner  
has not occupied any grounds wa'auha of that land since the wall  
was built. I do not know the reason of Mr Sumner's giving up  
that place. After he built that wall, his own people no longer  
lived on the other side, but went and lived in his own enclosure.  
I do not know any thing relating to his tearing down the house.  
I knew of Wa'uila's living there. I was absent when she left  
the premises, and do not know precisely when it was. When  
Nahiansana died, Wa'uila had left the premises, which was  
in 1836. I remember the house in which Wa'uila lived. Mr  
Sumner built the house. I heard Mr Sumner say that Warai-  
mothe asked him for a pathway at the time Lord Byron was  
here.

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Game Claim continued.

Nov 24.

Robert Boyd sworn deposed, I have lived on the Islands  
24 years. I am an englishman by birth. I knew Mr Sumner

Robert Boyd  
deposed

When arrived  
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 Old entrance  
 of present Gate  
 Stick fence  
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 its direction  
 Limits of his  
 Buildings  
 Land - where  
 open to any  
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 Present Lane  
 then a Pathway  
 Present Wall in  
 Reason of  
 Building it

about 3 weeks after my arrival, living where he now does during that time. The Premises are bounded on the South East by Palace Yard, on North East by a narrow lane, on North West by a broad Street, on South West by the premises of D<sup>r</sup> Sudds. Those were not the former boundary. There were houses on the lot when I went to live with him in 1822. There is not now standing that was then. I was absent when the house in which he now lives was built. It was built previous to 1837. There was a thatch house in which he then lived, near the site of his present house, when I first knew him. There was a plastered mud house on the right hand side of the entrance to his then residence, which he used as a store house. That entrance was where his gate now is. There was a stick fence on the street side, as early as 1822. That fence commenced at the premises of D<sup>r</sup> Sudds, and ran in land about North East along the street, and ended a little farther than the alley, about 40 or 50 feet. On the North east side there was no fence. There was a stick fence on D<sup>r</sup> Sudds side S.W. There was a fence on the Palace side S.E. Mr. Sumner had no building beyond the lane, except the well that I know of. The land on the N.E. side beyond the alley, where the well is, was open to any one to build upon it; at that time. Mr. Sumner could not have opposed any one at that time building on that vacant space to the N.E. if the Chief had given his consent to any one building there and even Mr. Sumner would have required the aid of a Chief to sustain him in building there. The present lane was then a pathway. Before 1837 when I went away there existed the present brick wall which bounds one of the premises now in Mr. Sumner's occupation. I do not know why Mr. Sumner built the wall, except to enclose his natural boundaries. It would be possible in some

with observe  
 cases, in enclosing a piece of land, that I might leave some  
 of it out, but it would not be natural. About the well  
 there was a small thatch house in land of it, and a man  
 living in it, named Powell. I asked him where he lived,  
 he said with Cap. Sumner or by him, I do not remember  
 which. I did not know Nauwila. There was no other house  
 on that side, and no one living there that I know of.  
 In 1822 the whole block was an entire plain, including  
 the palace - D<sup>o</sup> Sudds - Mr. Sumner's present residence &  
 the land in dispute. In 1837 there were several persons  
 living on the block in different parts; - the Governor - Hinan  
 Mr. Sumner and some natives were living in different  
 parts of the same block. I should think there might be  
 about 15 acres on it. I cannot say that in 1822 any one  
 could take possession of land as they chose, but he must  
 have the sanction of a Chief. If a foreigner he would make  
 friends with some chief, and ask him to build a house for  
 him, and give him so much money. The chief might ask  
 the person so requesting where he would have it, by your  
 pointing out the place, he knows whether he can build there  
 better than the person who asks for it. At that early day it  
 was the usage to enclose as much of the land as the  
 applicant saw fit and could pay for, the more he could  
 pay for the better the Chief would be pleased. There were  
 no Purchasers at that time in 1822 in foreign understand-  
 ing. The money was given to enable the Chief to build  
 the house for the applicant. In fact Boti was very  
 angry with me on having understood that I drew up  
 a paper for selling land by Mr. Wilday to some one else.  
 Mr. Boyd says it was understood by the Crown Boti, that  
 when he sold land, he only sold the privilege of the  
 stand and improvements. I think natives did not ever

practice at that day, selling the right of occupation, and the improvements. I do not think until the passage of the present laws in creating this Board, the Natives ever enjoyed that right at all.

Enclosures -  
their character  
changes in  
1837

The enclosure at that day constituted a circumscribing fence or wall. In 1837 I took notice that every one was very careful to get all they could, because there were instances of several places being sold on valuation on that day - (Not the land, but the privileges of the site and improvements.) I myself sold some at that time with the consent of the King. (Not the land, but the privileges of the site and improvements.) People began long before that time to enclose their fences, owing to the enhanced value of land. I do not know whether Mr. Sumner gave any thing for the land. He used to navigate for the Chiefs, and I suppose that circumstance formed the basis of his possession of the land. I never heard that Mr. Sumner ever objected to any improvements that have been made by others on the land inland of the present wall, except very recently that I heard from Mr. Sumner himself.

Supposed  
basis of present  
claim.  
Disclaiming  
knowledge of  
Chiefs' enjoyment  
and objection to  
of inland  
others' occupation

Mr. Boyd's  
view of the  
usage of 1822  
1837, and of  
the present  
claim.

Mr. Boyd being asked to give his candid opinion in view of what he knew of the ancient usages of 1822 & 1837, and which existed until new provisions were made by the new laws in 1846; also in view of the situation and facts of the entire premises claimed by Mr. Sumner replied as follows. I consider the land extending from the lane on the North East, to Mr. Sudds premises on the South West, and from the street on the North West to the Palace grounds on the South East which Mr. Sumner enclosed by a wall, to be all he claimed, because he enclosed it. I would suppose that the Walls in draw-

as much, as that he did not claim any more. I do not know whether Mr. Sumner has claimed any Proprietorship or exerted any rights since 1837 beyond those boundaries John J. Sworn deposed

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ence in 1825  
Its course  
and extent

I was acquainted with the premises of Mr. Sumner previous to 1820. I cannot positively testify, but I think he took possession of the place in 1816 or 1817 - the time of the Russians. I was at the time at Hawaii myself. About 1823 Kairaimo built a large fence along side of it. The fence extended clear from Chapel St. toward the mountain to Back Street, in which General Miller and Judge Andrews live. I know about 1825, but I am not certain of the precise date - a fence ran from Dr. Sudds premises to the path which led into Kairaimo's garden. I know also there was another fence extended along the same line till it passed the house occupied by Hauwila and her husband Hookio, nearly to Back Street, then turning at right angles and running to the fence of Kairaimo before mentioned, including the ground now occupied by Gen. Miller & Judge Andrews. It is not clear to me there was a fence on the mountain side, diverging from the stick fence already described, but in my opinion the yard extended clear up to Back Street including houses occupied by the people of Keona. I know also that the lane upon which Mr. Sumner's premises now about was then a travelled footpath, and was fenced in on both sides (a short stick fence) the same width as it is at present or thereabouts. I know nothing who built the fences around this yard; but I know Mr. Sumner was living where he is now living.

Concerning  
the lane

Same Claim Continued

Mr. Sworn deposed. The yard was completely surrounded

Dec 1

ed

Mr. Sworn

Concerning the Fence. Well & how The Path Entrance to Hauwila's House for Foreigners when present & away that is Lyons D. Former Character of the Land & Course & sense of the fence No Path at that time inland only one house who lived in it Concern? Hookio's Kinan Hauwila Karaimothu's Fence Mud Wall Pathway Inland side abandoned when

by a stick fence, The fence on the N.E. side was a little inland from the house of Hauwila, I do not know any thing about the one mentioned by Mr. S. J. There was a well, and I do not remember more than one house on that spot, and that was occupied by Hauwila. There was a small path between that and the house occupied by Mr. Sumner. Hauwila's entrance to her yard was from the street on the N.W. side. Some time after Mr. Sumner went there, there were some houses, and one was occupied by a Foreigner. When Hauwila was sent away I was not here. At the time of Valaimothu I was here, and I went away subsequently about the early part of 1826.

David Lyons sworn deposed I have been here 45 Years; I have known Mr. Sumner 24 Years, he lived where he now does. The place was a plain, and every one was allowed to build where they chose in those days. He enclosed that place all round with a stick fence. It ran almost down to Dr. Judds, it was much where it is now on the road side, and was close to the well, near where the fence of the road crosses, which passes Gen. Miller's and Mr. Andrews. Hauwila's husband planted a garden in the yard. There was no path at that time where the lane now is. There was only one house at that time in the yard, and Hookio and his Wife lived there. Cap. Sumner gave Hookio property to build it with. Hookio belonged to Kinan. I do not know how long Hauwila lived in the house, nor why she left it. I do not know when Valaimothu built his fence, nor where it ran, he built it a great way out. I do not know when Mr. Sumner built his mud wall, but I believe it was when they were making the great road. The little lane was made when Valaimothu was taken bad with the dropsy, when Lord Byron was here. Mr. Sumner has had nothing to do with the land on the mountain side of the path since it was made. There have



been a great many different people living on that land since Katakimohi pulled down his large fence. It was at the request of Lord Byron that Mr. Sumner made the pathway which now exists. Mr. Sumner told me all that ground belonged to him, because any one could take at that time all they could enclose.

Kibira swam deposed I am the brother of Kauruila. I now live at Puloa. I first knew Mr. Sumner in the time of Pihoviko, he then lived where he now does, I do not know who gave him the place; he enclosed it with a fence. The boundary fence on the S. W. was in Dr. Ludd's yard. On the road side it was in what is now the Road. The fence on the N. E. was at some distance towards the Sea from the street passing by Gen. Millers. The path where the lane now is was not then existing; it was begun in the sickness of Katakimohi. The reason of its being made was at the request of Katakimohi that his servants bringing the fowls, might have easy access. At that time, my Sister, her husband, myself, and Mother lived together in that yard. That house stood near to the path made by Katakimohi, there was no other fence near, our well was in front of our house, we dug it ourselves; but had aid from Mr. Sumner's men, the house was Mr. Sumner's. We with the help of his men took it down, and built it again; the thatch afterwards failed, and we ourselves rethatched it. My Sister left the place after the death of Pihoviko, before the death of Katakimohi. I went in 1826 to Puloa. I do not know the reason of my Sister's leaving. We went to live in Mr. Sumner's yard; and when we were living there, the garden produce was not safe for we stole it, and on that point Mr. Sumner said to my Sister, I will furnish you with sticks; and you put up a fence on the mountain side. The fence was on the mountain side of the present lane, and

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Rights of  
Mr Sumner

was built some time before the death of Wataimohu. The rights of Mr Sumner in that Gard after the fence was built, consisted in his having placed his former Wife there. His men worked with us afterwards in preparing the ground for irrigation. I do not know who occupied the Gard after my Sister left. I have heard nothing said of Mr Sumners rights since Nahinainas death, but I have heard talk of the manner of our former living in it. I do not know who has had the management of the Gard since Nahinainas death. My Sister now lives at Puloa. We did not consider ourselves as owning the Gard, but as tenants of Mr Sumner. I have no knowledge of Kehauonohi's living in the same Gard with my Sister. When Kaniwila married her new husband I was at Puloa, and did not hear of it. I never heard any thing about her being turned away from the place, till after the death of Maichole (44 or 5) when she requested me to take her in. After the death of Winda (Father of Kehauonohi) we considered ourselves the people of Kehauonohi.

Wahamini

The place a  
Common in  
former time  
fence  
Its course  
I extent  
who lived  
in the Gard

Wahamini. Sworn - deposed. I am Uncle to Mr Sumner's Wife. I am living on Mr Sumners land at Waiholo. I knew Mr Sumner while Kamehameha I was at the place he was then living in the same Gard where he now lives at that time the place was a Common, and he took it up, and was the only person living on it, and he surrounded it entirely with a fence, which stood in what is now Dr Sidds Gard. On N. W. corner of it is now the road. On the mountain side I ran a ridge at the end of the houses in Mr Andrews Gard. You see the Servants of Mr Sumner, all lived in that Gard and no others. I do not know who lived outside of Mr Sumners

No Lane  
where the  
kath now is  
Why made  
When made  
the crop fence

The N.E. There was formerly no lane where the present path is, but when Kalaaimoku was sick, it was made for his accomodation. The crop fence was made while Kalaaimoku was living; it was a Chick fence.

Register  
D. Schum.  
summer state  
P. the Place  
dec  
houses of people  
living there  
situation of the  
houses  
time of Cl to  
occupation  
situation  
of the fence  
can visit  
The Path  
as made  
when

Claim of 191. Kalaaimoku

Dec 2

Pehu sworn deposed. I was an Officer of Kamehameha's previous to 1812. Subsequently I travelled backwards and forwards, communicating the orders, and attending to his business. The house in which I lived was, where Mr. Sumner's house now is. It was at that time a prohibited place. I continued to live there until the death of Kamehameha (June 1819) when I went to Hawaii. I did not live there after that, my wife lived there afterwards. There were four houses there (a stone house & three houses) there were many of us living there. Keahuaroa was the name of my wife she continued to live there till Kalaaimoku went to Hawaii; she lived in a house which stood where the new stone house now is, until 1827. Wawina lived in the same house with my wife. That house in which they lived, was left of the house in which Wawila lived. Wawila's house was between Mr. Sumner's house and the new stone house. The time of Pehowito, when Mr. Sumner came to live there Keahuaroa was living there. The fence on the road, and that on the sea side might have been a little distance from where they now are. On the mountain side the fence was near where the lane now runs. At that time Wawila lived in the same yard with Mr. Sumner, in the house in front of the new Stone house. There was a little path when Kalaaimoku was living; the fences were made when

Reason of Mr  
living there  
Who then <sup>occupied</sup>  
when Leaman

Previews to  
1812  
Stone houses  
were stand

No one opposed  
Mr G.  
When Kamehameha  
left. When Kalia  
died

Maunaloa  
Position of  
Hook's house

Who Hook's?  
and whose  
his house?  
Fence in old  
Fence in 1824

the new roads were made. Mr Sumner saw the place was vacant, and seeing the tabu was taken off when Kamehameha died, he went and lived there. Keahua-roa was still living there in front of the present stone house. When Kaliaimoku went to Hawaii, Keahua-roa went with him, for she was one of his dependants. The house in which she lived was built by Kamehameha. Previews to 1812 while Kamehameha was living, the stone houses previously referred to were standing, but when he went to Hawaii they were neglected. I built those houses myself, excepting one which Kamehameha built. Mr Sumner was never told by any one to go off the land when he took possession of it. When Hook's died, Mr Sumner's former wife went away. Hook's died before Kaliaimoku. (Note directed by the Presid.\*) Witness is very old, and his testimony is not to be relied on except in relation to very early dates.

Mr Kaawai - sworn deposed - I was acquainted with Mr Sumner's place just about the close of the war was (1824) The reason I know about it is, because I used to go there with Hook's to drink Rum. Hook's and his wife lived in a house standing endways to the sea. I think that house stood a little in front of the present new stone house. I knew that Hook's was Kaliaimoku's man from the time of the Russians down, though formerly perhaps he was Kamehameha's man. I do not know who owned the house they lived in. I supposed, at the time it was Hook's. I cannot describe the fence at that time, but at the time of Lord Byron I knew more (in 1824) At that time they ran from sea side and along the road as has been testified before the commission. Respecting the fence on the N. E. side I cannot speak definitely.

I know there was a little stick fence running along S.W. of the little path which divided the Gard of Mr. Sumner from the Gard of Kauriwa. There were a number of people living in the Gard at that period, I had a Brother in-law living there, they belonged to Roki. Nukahiko was the name of my Brother in-law. I do not know how long they lived in the Gard, because I did not constantly reside there. I knew nothing more about it till 1836, at which time I visited the Island, and lived myself in Kalamo's Gard, who at that time was not himself there. The people of Tekaonohi were then living there, a great many lived there then. I then understood that all that place belonged to Tekaonohi, and the house belonging to Mr. Andrews had been previously built. I never heard till now that Mr. Sumner had any claims there. I heard that Kalamo requested Mr. Sumner to make the path-way, and that Mr. Sumner gave his consent. When we used to go to drink rum, Kalamo was accustomed to say - Look out, and do not injure the Gard of the Foreigner, for he was afraid the garden would be injured, which was inside of the little fence sea-side of the path. The exact boundaries I cannot tell.

Resumed Page 123

Claim No. 189. R. J. Davies.

Dec '2

Stephen Reynolds sworn deposed I arrived the 8<sup>th</sup> May 1823 when I came Mr. Prives had a public house where Mr. Davies now lives. Mr. Heamet came about 2 or 3 weeks after I arrived in the Ship Champion. He bought the place of Mr. Prives for about 350 or 400<sup>rs</sup>. which I thought a very great price. I went to live with him about 4 or 5 months after he arrived. I lived

enfile in the  
long of Roki

36

Wharfe known  
age of claim  
the cards

no of the orig  
the pathway

See with  
Boundaries

Register No. 189  
Reynolds

with him till 2 or 3 weeks before he left the Islands constantly. At the time of his departure he left me a little note, desiring me to have an eye to his little girl and her mother. I received letters from him from Boston and China always requesting me to have a care of his girl & her mother, and to supply them with what they wanted. In our familiar intercourse, he always referred to his purchase of Mr. Pines as having made it for the good of his little girl & her mother. I frequently asked me to assist them in building their grass house, I have always endeavoured to do what I judged proper. I have assisted them when they have wanted it. In those days I was not very common to take or pass papers in such matters, though he might have taken a bill of sale of Mr. Pines & have taken it away with him perhaps, for he was the most precise man ever living on these Islands. I know they have always occupied ever since, and have never to my knowledge, been disturbed, nor have I ever heard any one claim the place. The Road formerly went in front of it, but since they made the streets, it went at the Mountain side.

The lot as it now exists was enclosed from the East with a fence - part stick, and part a mud wall, which was built soon after Mr. Hamel took possession of it, Mr. Hamel died about 1829, he only lived two or three years after he got home. Mr. Meeks. Given - deposed I know Mr. Hamel built a house and lived there. I do not know much about the history of it. I do not know for certainty, but presume he left the house & premises to Charlotte Holmes, (his wife) & daughter, because they always lived there. I do not recollect about the fence, but I think there was a stick fence. I never heard that any one ever claimed the place.

Continued Page 153.

Mr. Meeks

Claim No 791 Kekuao'ono'ki.—Continued from Page 121— Dec<sup>r</sup> 8.

Kekuao'ono'ki. sworn deposed. The several places mentioned in the statement of Claimant were embraced in one yard. That part which is now occupied by Kekuao'ono'ki was formerly occupied by Hoki'o. The large yard was divided by some small fences, Cook's place was included in the great yard of Kalaimoku, but Hoki'o's was outside, abreast of it. Hoki'o's place was bounded on the sea side by what is now the lane. I speak of the time when I returned from England. Hoki'o belonged to Kamehameha & subsequently to Kekuao'ono'ki, but lived with Kalaimoku. I never heard that Mr. Sumner had any rights in that yard, although I was a stranger just returned from England (1825). When I saw Kaku'ila and Hoki'o they were living there. I never heard that Hoki'o lived there as a subordinate to his wife, but as a servant to Kalaimoku. While I was living in Kalaimoku's house—having charge of the coffins of the King, I heard Kalaimoku say to Hoki'o, Make an opening in our fence. The place he pointed out was between Mr. Sumner's yard and Hoki'o's, and the path was the boundary between the two. It was done in order to have a communication between Kalaimoku and Kingo'fu, who lived where Mr. Dicker now does. At that time he gave charge to his sister Wahine Pio to place her servants together with some of his own in that yard with Hoki'o. According to my observation, therefore, that yard was Kalaimoku's. I did not think it was Mr. Sumner's. The form of the expression was Open our fence; and place the servants and our (haua) furniture in our (haua) yard. The place now occupied by Mr. Andrews was most of it a common. I think Hoki'o's yard did not extend so far back, as Mr. Andrews'. The fence along there in old times ran crooked; the principal part of

Kekuao'ono'ki  
Concerning  
part of fences  
between  
1<sup>st</sup> from  
gardens  
1825  
whom  
ought  
rights  
holi' then  
ring there  
re  
concerning  
the origin of  
pathway  
re of it  
re owned  
the yard  
reasons for  
re opinion  
aracter  
place &  
fence

Concerning  
the yard &  
houses with  
their owners  
see

1821. Who  
living there  
at the yard &  
its extent  
with fence

Concerning  
Pearl River &  
Kohio's house  
Kauwila  
Sak's property  
of Kohio's house

Path way  
at call 1000 ft  
near the house  
Concerning the  
The old yard

Fence in  
1825

The land was a common. There was a house standing near there, and afterwards the yard was built. I know very well the place which Mr. Sumner now occupies, & afterwards Kinau & I lived near him. The yard occupied by Taea was at that time Tahinepio's, and is now Kelaunohu's, also the yard occupied by Kalama was one yard. All these were one, and at that time were Tahinepio's under Kalaimoku. I was at Hawaii when the Russians were here the second time. I heard of their building a block-house from Kamehameha. When I came from Hawaii about 1821 Mr. Sumner was living there. Kohio was living there, but I am not certain. Mr. Sumner had a yard there I think it extended into the yard occupied after by us. He had a stick fence all round his yard at that time, and the boundary was where the little path now is. I do not recollect Mr. Sumner going to Pearl river to get the sticks for the fence, I recollect Kalaimoku going in a vessel. Kauwila was living in the house Kohio occupied. I know nothing about who built it, it was built before I returned from England. I know of Kohio living there, and of Mahinepio taking possession. I do not know how long he lived in it. I never heard of Kalaimoku applying to Mr. Sumner to make the path way. I do not recollect Mr. Sumner calling on Kinau to complain of his house being pulled down, perhaps he might have come. I remember Kinau asking Mr. Sumner to draw in his fence which was in D & Sudd's yard. The yard in which Mr. Sumner & Kohio lived before the path was made was one yard, excepting a little stick fence running across, and Mr. Sumner was on one side of it, and Kohio's on the other. When I came back from England, Mr. Sumner's fence by the side of the road was a high one and Kohio's was a low one. I do



2<sup>d</sup> former not know who built the fence. I know Mr. Sumner had the  
 privileges of going into the houses of Kamehameha I - I 2<sup>d</sup> -  
 he Well foreigners generally could not but those only who were friends  
 of Kamehameha. I know nothing about the Well. I remember  
 gateway Mr. Sumner making a gateway for Commodore Wilkes. I know  
 2<sup>d</sup> former Mr. Sumner was engaged in the service of Kamehameha, Kahu  
 service manu, Kabinokua, Boti and all the chiefs.  
 Pahi Pahi sworn - When we arrived from Hawaii about 1821  
 Mr. Sumner was then living in the same place he does now.  
 his place was surrounded with a fence. I cannot tell precise-  
 ly where the boundaries were. I know Kiapa'ao lived on the  
 sea side from Mr. Sumner - Mr. Sumner next to him,  
 1821 and he lived there Hookio next - Kaavahua next - who I think was about where  
 locations Mr. Andrews now is, and Hookio was about where the new  
 Stone house is. All these different places were separated  
 fences from each other by fences. I am not certain that they were  
 all <sup>in</sup> being in those places when I came from Hawaii, but  
 when divisions it was shortly after. These divisions were as early  
 existed as the time that Kamehameha built his large fence. I suppose  
 that Hookio built his fence, but I know that Kaavahua  
 2<sup>d</sup> Rights built his. I never heard at that time, nor since, that Mr.  
 Sumner had any rights in that yard.  
 Hookio & Kamehameha Hookio was a lover of Pihorihoro's. Afterwards of  
 Kamehameha's death, though subsequently Kamehameha was one  
 that had charge of that class of men. The reason of Kame-  
 hameha living there was, that she was the wife of Hookio.  
 his house I do not know who built their house, it was before I became  
 acquainted. I cannot say whether there was a fence before  
 the fence the path was made between Mr. Sumner's and Hookio's  
 house. I never heard about Kamehameha's applying to  
 the path Mr. Sumner to open a path.  
 Kamehameha Kamehameha - sworn - deposed. I know Mr. Sumner when

Knowledge of Cl.  
 His residence in 1823  
 His yard  
 Hoki's house  
 State of the ground  
 When fenced  
 Who paid for fencing.  
 Rights  
 State of the place after 1823 when Kalaimoku's fence was made  
 Reason of Hoki's living there  
 Extent of his yard &c  
 Hoki's death  
 Hoki's Will  
 Hoki's origin of personal Cl.

Kamehameha I. was living. He was then sailing under Kamehameha's orders. I have no recollection of his place of residence, till after the death of Keakanolani (1823) at that time he was living where he now is, his yard was at that time as it now is. There was at that time a small house standing on the opposite side of the little lane which I supposed belonged to Hoki. I do not know, the rest of the ground on that side appeared to be common. Afterwards Hoki and Kauhahiko his brother-in-law fenced it in. I went there often in company with Kalaimoku. I was related to some of them. I never heard Mr Sumner furnished any of the property for building the fence. I supposed they did it themselves. I heard them say this thing is mine & that thing is mine, referring to Kalaimoku. I never heard Mr Sumner had any rights to the place, it was a common standing back to General Miller. The time I speak of was a low Kalaimoku's large fence was built which was after 1823. When Kalaimoku, Hoki and I looked around preparatory to building Kalaimoku's fence, and arrived at the corner of Mr Sumner's yard. Hoki said to Kalaimoku I will take this place, so as to be near to Punarua (Mr Sumner) his brother-in-law, which is the first time I heard of any relationship. Hoki's yard extended from the little lane nearly to the yard now occupied by Mr. Andrea. I heard nothing of Mr Sumner having any rights there. Hoki lived there till his death, but I do not recollect precisely when he died, perhaps before 1832. I think he died before Hoki. I know it was before 1832. I heard from Hauwita that Hoki willed all his property by Kekanonohi. They lived with Kalaimoku & his woman. I heard Kalaimoku give the land to Hoki.

Hookio's house  
 who built  
 the fence.  
 the 2<sup>d</sup> yards  
 it fenced  
 no old fence  
 after 1823.  
 Pathway.

I know the house in which Hookio lived. I do not know who built it; nor who finally pulled it down. I think it was rebuilt and then pulled down; I do not know by whose orders. I know Kauriwila did not go away till long after the death of Hookio. I heard from the mouth of Kauriwila that her Chief had driven her away, and she wished to come & live with me & I consented. I do not know where the house was taken when it was pulled down. She came to live with me, and sometimes with the Kauriohiki, whose woman she properly is. I saw Hookio and Kutrakihiko build the fence. I do not know but Mr. Sumner may have found the timber. The two yards were not in one. Mr. Sumner's place was fenced in, but in that time the other was a common. Kauriwila lived there before it was fenced in. I saw no evidence of any old fence; it appeared to be a common at the time I went round with Walaioahu to look for a place for a yard. I never heard that Walaioahu requested Mr. Sumner to make the pathway.

Document connected with the preceding Claim, presented to the Commission by Mr. Lea on the 22<sup>nd</sup> January 1847.

Gentlemen.

Honolulu Nov<sup>r</sup> 30. 1846

In order to show how I came in possession of the lands which I have submitted to your hon<sup>ble</sup> Board for confirmation & approval, I beg to lay before you the following faithful statement of my services to this Government, and I trust that such statement will convince your hon<sup>ble</sup> Board, that I have not laid claim to more land than to which I am rightly & justly entitled; at the same time I beg to remark that I feel perfectly satisfied that your hon<sup>ble</sup> Board will secure me in the right & possession of my just Property; and will not see me, in

my old age, unlawfully deprived of the fruits of the labour of my younger years, the greater portion of which — in fact I may say the whole of which — I devoted to, and that faithfully, to the interest & welfare of the Kings; Chiefs & Government of these Islands.

Arrived 1807

Com<sup>d</sup> Schooner

for the King 1807

Com<sup>d</sup> Ship 1816

See See

Ch. Mate 1817

to China

I arrived at these Islands in 1807. In the year 1813 I commanded a small Schooner, belonging to Kalaimoko, which sailed between these Islands.

In the year 1816 I commanded a ship called the *Albatross*, and made a great number of voyages from Island to Island.

In 1817 I was Captain of the *Reg Forester*, bound for China. Mr. Adams was Commander. Before proceeding on the voyage, we were ordered by Kamehameha I, to proceed to Attooi, and to haul down the Russian Colours, which were then flying there, and to hoist those of Kamehameha I in their place, this was accordingly done. We sailed for China on 12<sup>th</sup> March, and returned on 16<sup>th</sup> October following.

From this date to the year 1821 I was constantly employed in commanding the Government Vessels from one Island to the other. In July of this year I took charge of the *Reg Thaddeus* and sailed for Wamschatka with a load of Ball, returned on the 27<sup>th</sup> Oct<sup>r</sup> 1821. Had not Providence protected us during this voyage, the whole of us must have perished, in consequence of the severe weather experienced and the unworthy state of the *Reg*.

From 1821 to 1824 I was again constantly employed in commanding Government Vessels from one Island to the other.

On the 2<sup>nd</sup> March of the latter year, by order of Mr. Pitt, sanctioned by the King, I took charge of the *Reg Inow* and proceeded on a sealing voyage. After much labor, danger & great privations being but badly supplied with provisions — in fact I may say, not being supplied at all — I returned on 14<sup>th</sup> October of same year with 5845 Fur skins, a quantity of Elephant oil, besides a great quantity of fish. Had I been supplied with even a moderate share of the necessaries of life, I might have got a much better cargo.

In 1826 I took charge of the "Big Tamora canoe," bound on another sealing voyage. After much difficulty and privations, being semi-lately situated with respect to provisions as on my first voyage, I procured 31.60 Fur Seal skins. The crew now began to show signs of dissatisfaction, & at last I was obliged by their continual complaints of hunger, to put in at Port Dago, California, and buy some corn, the only thing we could purchase. As I was about to sail, the Spaniards, thinking probably they had some one in their power from whom they might glean a little harvest; without any notice fired upon us, not because we violated any of their laws but because they wanted a part of my skins. I told them they should not take any, for I was not afraid of them, although we were small in number, to them. They then informed me, had they would not acknowledge my colors; & if I attempted to sail, they would blow us out of the water. I then went on shore to the Governor, but was very glad to get on board again. Thinking it probable they might endeavour to sink the "Big," I was not sorry to see her run on shore, & when they sent word off saying, unless I complied with their commands they would sink her; I returned for answer, they could not do that, as she was already sunk as deep as she could go. Finding they could make nothing of me, they allowed me to depart; & I arrived at Oahu 24 Jan. 1827.

From this time to 1829 I was again employed in commanding the government vessels about the Islands.

On 24<sup>th</sup> May 1829 Governor Booth gave me charge of the "Big Neo" bound to Tahiti, for the purpose of endeavouring to recover a cargo of goods sent to that place by a chief named Hamonaha, which cargo, at that time, was supposed to be lost. I accordingly proceeded on the voyage, and on my arrival at Tahiti I found the cargo above alluded to had been sold; & that the proceeds were likely soon to be squandered away by Hamonaha. I remonstrated with him, and was enabled, after much persuasion & exertion to

buy a full cargo of cocoa nut oil, a quantity of wood for furniture & with the money which he then had, but which very shortly would have been expended by him in drunkenness & profligacy. This Act I had to bring to Oahu in canoes, having neither Cooper nor Cook on Board. I arrived here 23 Sep. 1829.

From this time to 1831 I was again employed commanding vessels sailing from Island to Island.

On 25 December 1831, I took charge of *Brig Waverly* by order of Kamehameha & sailed for California, the particulars of which your Hon<sup>ble</sup> Board I have no doubt is well acquainted with. I returned again in May of 1832.

For these Services, the hands I have submitted for approval to your Hon<sup>ble</sup> Board were given to me. I received no wages while thus employed; & I hope your Hon<sup>ble</sup> Board will do me the justice to say that my exertions have been fairly remunerated.

I will now refer to the hands. In August or Sep. 1819 I first went on the Land on the Plains & built my houses. Kooki was Governor at the time. We sent one of his Chiefs called Warawa to build a large house for me. Residents at that time could not build where they liked, without fear of molestation. When I built my houses above alluded to there was not a single house near the spot, with the exception of Mr. S. Beckley, nor any other Persons for three or more years. About this time King Kamehameha II and the Chiefs came from Maui. At the request of Kooki I went in the *Brig Snadders* & brought down their people. The King & Chiefs frequently used to call & see me on the premises which I at present occupy. One day I do not exactly recollect the time, Mr. Pitt called upon me, & after some conversation fell asleep in the house which I have recently pulled down. When he awaked he said to me, William, I want you to pull in your fence about 8 or 10 fathoms. The fence alluded to was the one to enclose my present house & the Palace, then leading from the residence of D<sup>r</sup> Ludd to that of his

honor Judge Andrews. I consented to this. When done, he said to me, William, this is my Gard, & that is yours, alluding to the Land upon which my present house is built, and the piece of ground now in dispute. He then said to me, build a fence across in a straight line to the pathway above the Well - alluding to the road which at present runs down to the Sea. Okeo & myself dig the Well. There were no mud walls in those days. As soon as I found water in the Well, people began to come & build on the plains. My fence formerly commenced in Dr. Sudds Gard, but at the request of Hinan I drew it in; I do not remember how many fathoms. When I pulled it in, I carried it across the roadway running to the Sea. I carried it as far as Kitteria's house, which is at present situated in the Gard in which is a large Tamarind tree. When they began making the Road, Governor Kethinava applied to me for permission to pull in my fences, which I agreed to. Mr. Pitt sent for me one day (I cannot remember now when it was) when he said to me - William, I want you to go with me to Pearl River to bring up sticks for our fences, & as the vessel I am going in is a square rigged one, I wish you to take command of her. I accordingly did so, took her into Pearl River & brought her safely out again. Shortly after Mr. Pitt applied to me for a pathway through my Enclosure towards his house. This pathway is the one which at present leads to the Young Chiefs anchort. He said he wished to make this Pathway to oblige Lord Byron & his Doctor. I consented to this also.

I fenced in the whole of the Land belonging to me. My Fence commenced somewhere in the Gard at present occupied by Dr. Sudds; I ran up nearly to the residence of Judge Andrews. I then ran the fence across the Land to the road now leading to the Sea. I then ran thence to the one in Dr. Sudds Gard. My present Gard, the one opposite belonging to me, & the piece in dispute, were at that time all in one. They were given to me by Mr. Pitt by his Majesty's order.

For my services for 30 Years to Government.

I built the House on the Land in dispute for my former Wife I gave her in charge of the Land; which she does not deny. I believe she lived there about 16 Years. When her husband died Keliannohi (Keliannohi) came several times & requested her to pull down the house. She said to him, why do you want me to pull down the house? William sent me here to take care of the Land, as it belongs to him. At last he got very angry, and he made her pull it down; & she had to get her Friends to assist her. I was away at the time this took place, but shortly after returned, when I found the materials of the house lying in my Yard & my former Wife crying over them. I immediately applied to Ninan to state to her these facts & to protest against them. On my arrival at Ninan's residence I met with Kekuanaoa. and I told him the cause of my visit & the purpose of my complaint. He said to me Ninan is now very Sick, you cannot well see her, but I will tell her what you have told me. I think this took place in 1836.

When the Chief Ninana commenced building the stone house now erected on the land, I went to him, & told him he must not build there, as it was my land. He said to me "Well, William I know it is your Land, & when I get the House finished, you can buy it of me." He did very little to it after that, and death shortly after put an end to his existence. The house then remained in that unfinished state for some considerable time, & when it was begun upon again Keliannohi was told that it was wrong to touch that house, as the Land belonged to Mr. Sumner; & the probability was there would be a row about it.

I hope Your Hon<sup>ble</sup> Board will take these circumstances into consideration.

Signed L. L. William Sumner &

L. L. I omitted mentioning that I rec<sup>d</sup> \$ 100 for the Voyage in the Brig Neo \$ 25 a month for the Voyage in the "Haverty"; & \$ 100 as a



present for the voyage in the *Porphy* *Shaddock*: this last was a gift from his present Majesty. This is all the money I ever received for my 30 years Services.

The other Claims Returned in Vol. II Page 509

Claim N<sup>o</sup> 76. William Shaw. Maui

Dec<sup>r</sup> 21.

W<sup>m</sup> Richards Esq<sup>r</sup> sworn, deposed that all the signatures to the deed presented are genuine. — see Register page 89.

Claim N<sup>o</sup> 75. Charles Cocket. Maui.

Dec<sup>r</sup> 25.

Auwae. sworn, deposed. I know respecting the land of Cocket in Hanapali, named, Makinahina. Previous to the death of Stationary Cocket worked as a Blacksmith for Hoapili, and subsequently Hoapili gave him that land; Hoapili told me to go & beg that land of Puniarai who assented to giving him that land. Hoapili then sent for Cocket & told him: I have promised a land for you, near by your Father-in-law if you die before me, then the land will return to its previous owners, but if I die first, then I do not know what the previous owners will do, to which Cocket assented, and enquired, "am I to have only one land?" Hoapili replied - Two - one in Hanapali, and one in Honokaliang, and Hoapili told me to go to Kaaliomui, and beg another land, which I did; and he gave Niunula; of which I informed Hoapili; and the next morning I went by Hoapili's orders, and pointed out the land to Cocket, which Cocket accepted. That is all I know.

Asks questioned - I have never conversed with Paki on the subject of the land. Hoapili, Cocket, and I, were talking together about the land.

The Claimant rested his case, saying, That he did not wish to bring any more witnesses - "If they wish to take the lands, let them take them

but I shall expect pay for my work.

*Pahi* denied having either of the lands in possession, except superior Honohiki, but said, Cochet had, for all he knew land as much in possession as ever he had.

*Namamoo* said, that he came by order of Kekuanaoa, public notice for all those who held it's under Kekuanaoa themselves, and point out their property, and they would be as before, but no one appeared to claim Niuefa, and therefore been taken possession of - but plead, that if there be any trial, it should be had at Oahu, that Kekuanaoa might defend the case.

*Caswell* John F. Caswell sworn, deposed. I know something in re to the land of Cochet in Hanapali. I was down at the man Hooolulu told me, that there were two lands given: one, Honohikauai, and the other in Honohikauai for Mr. Cochet; that soon, Aiwaas would be along to go and point them out then went down to Cochet's house, and told him what Hooolulu had said to me. Hooolulu said the lands were given by error, and they went down to see them.

Resumed Page Vol III

Claim No 199. John Dawson - Maui

*Kalelii* Kalelii sworn, deposed. I know the Premises of S De they were given him by the King, previous to the death of Ke Wahine. Hoounake alii ia Kapu ia Hoapili wahine e hiki an ia Hoapili wahine la, olelo mai 'oia 'oan' e ha'ae, a place for the foreigner. I replied: "there is no such place", she said "give your own house". I answered "if I shall become a wanderer", she said again "look up a waga to which I assented. After reflection I mentioned a place returned, and told the King. Hoapili Wahine sent me

Matoualia to measure off the place, which Dawson having seen, and taken, was prepared by Ngaucena, though not finished, but being delayed, the King gave him another place, and a house was built on it, in which he lived, but being subsequently overflowed by a freshet, he applied again to the King; who sent Hapu to Hoapili Wahine; who requested me again to give up my place; which I refused and she gave to the King, & he gave to Dawson, the place which he now possesses, and has held undisturbed possession of the place down to the present time.

*Hapu*  
Hapu - sworn - deposed. The King gave to Dawson, the place which he now possesses in Pahaina, just North West of Puamana. He sent me to Hoapili Wahine; who obtained the place - gave it to the King, and he gave it to Dawson, who has had the undisturbed possession of it down to the present time. This was, perhaps a year previous to Hoapili Wahine's death.

Note. See for further testimony, the Kings letter.

See native Testimony 23 December. Page 77 V. II also P. 57.

*Register 159*  
*Wahine*  
Claims N<sup>o</sup> 244. 245. George Lawrence. Mani

Wahine sworn, deposed. I have understood that there are 7 titles in Waikutu, by the name of Pohokuaupui, one of which I gave to Claimant early in 1838. It consists of two parts; one down in the valley, and one up an upland (but Lawrence before the Commission renounced what is in the valley) No person has opposed the claimants right to the upper part, to my knowledge, but it is possible that Naniakehalo does so.

Note - Cl. 225. Lawrence relinquished before Mr. Richards, this claim also as acknowledged by him to Mr. Lee Pres. at Pahaina 25 November 1848.

*Register 139*  
*Papahaehae*  
Claim N<sup>o</sup> 225. James Louisa. Mani

Papahaehae sworn, deposed. Toakamane and Puatinapoo

belonged to Kaweha, and I, under Keai moku, Kaalimama a Hoapili wahine, a o Kehauluohi, a in the name of Kehauluohi, it was transferred by her to James Bowyada in 1844. There were on it some taro patches, taro and men. The lands, however, were nearly dried up, by the fault of the men, but Bowyada has surrounded them with a fence, and put them in good cultivation. No one has, to my knowledge, disputed his right to the lands. Charles Cochet swore deposed that he was in Waikapa when Bowyada took possession of his lands, which he said Kehauluohi gave him, and I saw him with Kehauluohi, talking on the subject. The lands were at that time in a bad state, and I told him it would cost more to put the lands in order than they were worth, aole i paa i kapa ia manawa aka i keia manawa, upaa i kepa a ua mealii ia a maitai loa. It has cost him a great deal to bring it to its present state. There was a very poor house on it when he got it. I keia manawa ua mui na hale maitai. We live near each other, so that I know what he has done.

C. Cochet

Claim No 241. G. D. Burrows Maui.

Register Page 15

I. Bowditch

I Nowlien sworn deposed I know that G. D. Burrows is in possession of a land in Lahaina up back of the Church and just below Kehauluohi's former house. Burrows is my son-in-law. I went with him to Hoapili about 1839, and I heard Hoapili give orders to one of his men to go and measure off the piece which Burrows now has - perhaps an acre - and he did so. He has had possession of it down to the present time. I supposed that it was given to him for having built a house for Hoapili.

1846-7.

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Claim No. 142. George Coleman

Dec 21

*Sworn*  
I Young - sworn - deposed - I do not know many particulars of that land; the place of George Coleman and that of the Lewises join, I know that when some Lewis died, Isaac went to the King about the place, but whether John had transferred it to his Father or not, I do not know. I know nothing of the ground either of Colemans or Lewis's rights.

*John Stevens*  
John Stevens sworn - deposed I am acquainted with the Premises of George Coleman at Honolulu. Coleman went there under his wife about 1833. The place previously belonged to John Lewis, and they lived there with him. John built one house & Coleman built another, I do not know where Coleman previously lived. The King gave the place to John. The premises were divided, and a part lived on one side, and a part on the other. John died about 1817. Colemans wife died in 1845. Isaac lived there from the time his Brother died until his Mother died; not however in the same yard. Coleman occupied the back yard, Isaac the one maikai, John lived in the one maikai till he died. Isaac is the heir of John, & was acknowledged by the King in my hearing. The property of the yard seemed to be in common. I do not know who built the fence; the houses are thatch.  
Note. Voted to adjourn this case to Oahu.  
Testimony Continued at Page 145.

*eg. with 1843*  
Claims 215 & 216 - Henry L Brooks Maui

Dec 21

The Claimant appeared, but refused to present his original Title dees until he had time to consider. (Communicated 6 Feb 1847.)  
See next Page 138.

*juster 216*  
Claim No. 206. Anthony Catatena Maui

Feb 7

*John Allen*  
John Allen - sworn - deposed "that he had heard that Crowder has now sold it to Anthony" ("the other part of this Witness's testimony is in Hawaiian Continued next page)

Crowder

John Crowder - sworn deposed - that he had sold his Premises, which he received from Kooapilli wahine to Anthony Catalina. Witness is on certain of the time, but he gave a paper with the date on it. Witness has no right or title to the place at the present time, having transferred the whole to Anthony Catalina.

See testimony Page 359 Vol. II

Register, Vol. 1847

Claim No 215 5216 Henry I Brooks continued from Page 187.

To the Hon<sup>ble</sup> Board of Comm<sup>rs</sup> S.

Feb 7. 6. 1847.

Gentlemen. I hereby enclose the deeds of my Lands offishing ground for your inspection; having obtained the same from his Majesty Kamehameha III and witnessed by Rev<sup>d</sup> W Richards and Sona Kapeua, hoping you will return me a deed as good as the one I deliver unto you.

Signed Hen<sup>y</sup> I. Brooks.

I Kamehameha III hereby transfer for ever to Henry I Brooks a certain piece of Land in Waikua, named Mahole. The Land shall belong to him and his Hawaiian born heirs for ever more.

I Kamehameha III do further give to him a certain fishing ground, named Papaulu, which fishing ground shall belong to Henry I Brooks during his natural life, and then it shall revert to Kaunuuia or her heirs. Said ground shall not descend to the heirs of Henry I Brooks.

Kamehameha III further agrees that said grounds shall never pay any tax nor rent, nor shall the people be required to labor for the King, until the natural life of said Brooks shall end, after which, taxes shall be paid, & the people shall labor like the people of other lands.

And Henry I Brooks agrees on his part that he will continue to labor for the King as he has done previous to the date of this instrument, but the number of days which he shall be required to

labour in one year, shall never exceed forty.

In testimony of our mutual assent to this agreement, we have hereunto subscribed our names on this 26<sup>th</sup> day of October in the Year of our Lord 1840 at Kahaina Maui

The maha  
Iona Kapena  
& Wm Richards.

Signed *Kemehameha III*  
*Kehaulani*  
*Koy I Brooks.*

(Note: A survey by Mr. McCaff is connected with the preceding communication.)

MS. Sec. 1

Register Page 75

Claim No 71. I Nowlin

See evidence of Kaweka

Native Register

Claim No 325 I Nowlin

Caswell

John F Caswell sworn deposed. He renounced all right of claim to said premises, and that in 1836, while Wilson and Cocket who was in partnership with him were at work under the Kou trees on Ahi in Kahaina. Hoapili the Governor went along there, and I asked him for the place, but he did not understand me; and Anthony Lyba explained it to him. We saw they wanted the place to haul up canoes on; but told us to wait a little and after two or three days, said we could have it; and ordered a house put up on it. We occupied it without any objection; and no person has ever objected down to the present time. I have settled with Cocket, and have no right or interest there at the present time.

Wooke

Wooke sworn deposed. They came on shore (Cocket & Caswell), lived awhile with Atoni, then with me; after which, determining to remain on shore, they asked Hoapili after conversing with me, gain the spot which Cocket has sold to Nowlin at Ahi, and built a house on it for them; procuring the timber for it at Koonaita, and no one has ever since interfered with it since. This was done previous to the death of Nativiana.

Register B, Vol 2

Claim No 374 Antonia Sylva Maui Jan 18

Walstead

John F. Walstead sworn deposed that while King Paul had charge of the Island, the place of Marnutte was advertised for sale at auction it was done by written notice. M<sup>r</sup>. Mellish was auctioneer, and told me it was to be sold to foreclose a mortgage which King Paul had or desired to be foreclosed, I went to the auction, but some other things being sold first, I did not stay to witness the sale of the Premises, but Mellish told me afterwards that Antonio had purchased it at 550 dollars. (For remaining testimony see Hawaiian Book.)  
 Note. Refer to Mr. John Young Resumed Page 116 Vol 3.

Register B, Vol 2  
R. Butler

Claim No 377 John Peltier Maui

R. Butler sworn deposed. In 1836 I spoke to the King in behalff of Claimant, and he gave him a building spot here in Lahaina. I held a part of it in Pa'oaia, and bounded Ma'ohai by my lands, & M<sup>r</sup>. Melles Pa'oaewa on one side, and he has occupied that spot undisturbed down to the present time. About the same time I went with the King to Waitutu in the Becket, and the King took Peltier with him and gave him a land in Waitutu by the name of Kapalaolaea which land he has occupied undisturbed down to the present time; which is all I know.  
 Note. For further evidence consult the King and Mr. Young.

Register Page  
Lawrence

Claim No 280.B. H. S. Livingston Maui

In 16 Test<sup>er</sup> 1760  
 George Lawrence <sup>Kakaipuleha sworn</sup> deposed acknowledging the signatures to the original deeds. In 1834 Wibney was living on the premises in question, and bargained with men to make the adobies for the Gen I heard that the Premises were given him by Kakaipuleha for build



1827

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a stone house for him. These remarks apply only to the first lot.  
Note. Haes is the witness in relation to the plot on the south east side of the Road.

George Lawrence sworn

Claim No 96. John Richards Maui

George Lawrence sworn deposed he heard Claimant conversing with Kalaikoa in 1838. That Claimant was doing some work for Kalaikoa for which he wished a building spot; Kalaikoa said he would give him one, which he did; and Claimant built upon it. He lived in the house about a Year & half, when Kalaikoa died, and I heard that Haes tore the house down.

George Lawrence sworn

John Pilliker sworn deposed I knew that Kalaikoa gave Claimant a building spot, and Claimant gave him some money, but I do not know how much. He also did work for Kalaikoa in 1837 or 1838. I do not know how long he lived there, nor any thing about his losing the place.

John Pilliker sworn

Claimant says Haes was angry because he went to him for the pay of making a coffin for his Father, and tore the house down.

Claimant says he talked with D<sup>o</sup> Sudd and John Young about his claim while Lord Paulet was here, and they said - when the flag is restored, your claim shall be allowed; the size is about 60 by 30 feet.

W. Richards sworn

W. Richards sworn deposed - After the death of Kalaikoa, Richards came to me and said Haes was angry with him and threatened to tear his house down. I told him not to fear, I do not think he will do it. Buildings and building lots are at the present time, under the protection of law. He frequently spoke to me on the subject after, but I have no knowledge of what was done, except that he said the house was  
Resumed Page 38 VIII

Register  
Vol 2

Claim No 416. John Crowder Maui

Native

sworn deposed There is a land in Waikapanu by the name Koolau which belonged to Kooapiti Wahine, and she gave it to Claimant about the year 1840. There were people living on the land at the time but they are gone, and now his Father-in-law is there. No Person has interfered with Claimant's right, down to the present time. Kooapiti gave orders that he should have a building lot, but not planting. I gave him one adjoining the land mentioned. The building lot was a part of land which Waaumau gave to me, no person has interfered with his right to the Premises.

Native  
Register  
Vol 2

Claim No 327 John Previer Maui Dec 21-18

Richardson

Wm Richardson sworn deposed that all the Signatures to the document presented were genuine

Register  
Vol 2

Claim No 433. William Crowningburg Maui Dec 21-18

apakahoa

Dupakaha sworn deposed that Pilepiti formerly belonged to Claimant's Father-in-law, and descended to the daughter, the Wife of Crowningburg, and subsequently I exchanged and took Pilepiti and gave him Pohakoi in 1832, on which he has lived undisturbed down to the present time. Waaumau gave me Pohakoi. Claimant has surrounded his land with a fence.

Part 5  
Vol 2

Claim No 387 Messrs Clark & Bailey Mission Claim Feb Maui Part 5. Section 1

Waaumau sworn deposed That he knew the rights originally go

to Mr. Green in Waileku first down where the prison is, then, where Mr. Baile now lives by Koapili through Auwae; and the boundaries were just those which are marked by the fences of Mr. Baile at the present time. This was done in 1833, and no one to my knowledge has interfered with the peaceable possession of said Premises, down to the present time. The place now occupied by Mr. Clark was formerly mine, with the consent of Auwae and I gave it to Mr. Green in 1835. Nukalepato is the name of the place and its boundaries those marked by Mr. Clark's present fence, and no one has to my knowledge interfered with his occupation of the same. According to ancient usage, these Gards are entitled to the use of water for cultivation.

The Female seminary was commenced in 1836, and Kawailopolopo gave a small place for its site. Subsequently the King, on his visit to the place in 1838 added the land called Pohaku o Kaulii. The boundaries were those now marked by the fences enclosing the same Gards. There has been no interference with the quiet possession of the same. Perhaps some writings were given for these lands: I do not know, certainly, but I do know that the Chiefs and Missionaries, united & appointed agents to superintend the school lands, according to my recollection Mr. Richards & David Malo of Kahaiia were two of them; Mr. Armstrong & myself here at Waileku; Mr. Bingham & Kaiio at Oahu; and at Waipua, Emera & Laamii was the Native; at Hawaii Mr. Whitney & Papa-liska was the Native; at Kawaii Mr. Thurston & Kawalia was the Native, and two others, whom I have forgotten; - these were to superintend the school lands.

Mr. Armstrong & I went to Koapili Wahine to beg pasture grounds for cattle, which she gave. The boundaries were there specified in the application. Subsequently to the death of Koapili Wahine, the place not being enclosed, there arose some doubt; when I went to Kaulii, and the original grant was confirmed, and the fence built. The original conversation with Koapili Wahine was in 1838, and was fully promised by her in June of that year. The two patches in the valley men-

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in the Claim were given by Naoo, in consequence of a request made by myself, and other Officers of the Church, that we might be able to assist Mr. Armstrong, by cultivating the Land for his benefit. I know of no other claimants to that Land.

Napelo

Napelo, sworn deposed that he and Mr. Armstrong went together to Lahaina in 1838, and conversed together on the way, in relation to the Pasture Land mentioned in the claim, and that he heard at that time from him, that Hoapili Wahiue had given it. The boundaries which I heard mentioned were the seminary premises, the valley, and the Mountain; but the boundaries on the south I did not hear.

Naoo

Naoo sworn deposed that she knew the testimony of Naauu just given to be correct, and that Auwae did give the place as above stated, and I know also that Auwae asked & received the approbation of the King as to what he did in the case, and in addition to what Naauu-ai has stated in Relation to the pasture ground I can add, that I heard Hoapili Wahiue say that she had given it to Mr. Armstrong. I do not know that any person has ever disputed either of the Claims put in by Mr. Clark & Bady.

Register Page  
Vote

Claim No 387. Kahainaluna. Mission Claim. Maui Part 5  
Section 2

Extracts from the minutes of the General Meeting of the American Mission at the Sandwich Islands, held at Honolulu June & July 18.  
Page 16 under the head "Security of the Land at Kahainaluna and vicinity for the use of the school" — it is recorded as follows:  
"The instructors recommend that the Land between the two rows between which Kahainaluna lies, beginning at about halfway up from the sea shore to the school house at Kahainaluna; from the same distance below the house of the Principal, including the large knob just above Kahainaluna, be secured by purchase

1827

grant, lease, or otherwise, provided it can be done for a reasonable sum, to be entirely at the controul of the Mission; for the use and benefit of the High School.

"2 It is recommended that the land in the Valley, now generally wrought into potato patches, be divided out to the scholars, making allowance for wife and children, but for no others."

(Again, on page 26 it is further recorded under the head "Grant for the High School") "The Government, after deliberating for a time on the proposition made to them by a committee of the Mission appointed for the purpose of securing the land described in the Report on the high School. (page 16.) declined an offer of 500\$ bonus and 100\$ annually hereafter, but granted, for the use of the High School at Rahaia, the land between the two ravines between which Rahaia lies; extending from the house of Natuwaitohua below the School house to include the tract above & the left ravine or narrow valley from the house of Mr. Andrews upwards & the narrow ridge on the left of it. From the junction of the two Rivulets; - requiring an annual poll tax on the occupants of the land to be paid to the Government taking the poll tax of the current year as the Standard viz one dollar for each man - fifty cents for each woman - and twenty five cents for each Boy over twelve years of age, and twelve half cents for each Girl over twelve: - e.g. for 100 Men, 75 Women, 50 Boys and 16 Girls, enjoying the privileges of the land, the annual tax required to be paid to the Government would be \$152."

Claim No 142. George Colman (continued fr P 233) dated 14 Dec 1827

Myrath George Myrath sworn, testified that about the beginning of 1833 he asked leave of John Lewis to build a small house in the corner of his yard. He replied - You are too late; for I have just given

it to my Father & Mother. He wale ko teohe mauou malole  
 Kokohe i Wahiawai or Kinaiahu oia ia Waha (or Waha)  
 Colman has continued to occupy the place that Lewis gave  
 down to the present time. No person has ever laid any claim  
 to the Place so far as I have heard.

W. Walker

William Walker sworn - testified - In 1832 I bought a plot  
 down by the River side of J. Colman for \$150. The man  
 did the business with, was John Lewis, now dead. At that time  
 John said to Colman & wife, You had better go up to the place  
 which the King has given to me. I do not want that place for  
 myself, I got it for you & Mother. The next day after this  
 conversation, I took possession of the place, & the old people  
 up to the place which John Lewis gave them. As far as I un-  
 derstood, the place I bought was Colmans, for he gave me a deed  
 of the place, & I paid the money to Lewis, so that I understand  
 it was a kind of a swap. The old people have always been there  
 from that time to this present date, though his wife is dead  
 and all the buildings on the place were erected by Colman, so far  
 as I know, & I have never <sup>heard</sup> of any one disputing his claim

I hereby Certify, that the above being read by me  
 the Witness, he declared it to be true.

The Claim of J. Lewis examined in Ses<sup>n</sup> VII 183 W. Richards

See also N. Ses<sup>n</sup> Vol 2 - P. 53

Claim N<sup>o</sup> 44. P. Rhodes &c (continued fr. page 61) April 29.

W. P. Alexander sworn at the Room of the President.  
 Mr. Sudd handed to Mr. Alexander a plot (marked B. the  
 writing of which he acknowledged as his own.  
 The same also plot marked C.

The same also plot marked D. except the pencilling - In this  
 the plot B. was given to Mr. Bernard on a former occasion, as

the other subsequently. Witness recollected that Plot marked B. is a description of land mentioned in Lease A, and that the number of acres mentioned in that lease was as correct as he could ascertain by the means which he had; but Mr. Bernard considered that a too small quantity of land and he employed Witness to draw up an outline of a plantation which should include what is mentioned in lease A. according to plot B. and additional land to such an amount as he wished to procure. The bill of sale was then presented to Witness, who compared the description of boundaries therein with C & D, and declared that the former contains a correct description of the land plotted and described on C & D, and said that the amount of good bottom land was as near as he could measure, 250 acres, and that he leased none but bottom land. Witness sees by a plot which he drew in 1842 marked D. that the amount of bottom land on the East side of the River was estimated at 148 acres: but in the written description marked C. 160 acres are mentioned. It is probable therefore, that some little portion was left out, and was not described on the plot. On the West side, the land measured was all bottom land, and free entirely from swamp; and he perceived by plot C. that he estimated it at that time at 90 acres: which may be summed up in three portions: - one, a narrow strip, beginning at Charles Sicombe's plantation, and extended up the River to a line and two orange trees, standing at the corner of a taropatch, called Mahalili, containing about 65 acres of good land, free from swamp. The next, on the same side of the River contained at a great bend of the River and measures about 10 acres. The remainder about 15 acres, between that great bend & the extreme inland boundary. The line of oranges were not included in the lease, nor were any of the tar patches, whether those cultivated or uncultivated, on that side of the River. Witness thinks that a surveyor, would by these descriptions as, very easily find the 90 acres which he has mentioned.

on the West side of the Dikes.

Witness understood that the reason why Mr. Bernard wished a clause inserted in the lease, allowing him to build his fence on the top of the hills, was because he could not build it anywhere else; and because he would have had no right to build it there without special liberty; and Witness understood that the reason why the side hills was not included in the last lease, was because the price which Mr. Bernard had previously paid for it, was higher than what he considered its value.

See Claim 8521. Counter. relating to a house lot on this Estate.

Claim No 566 John Mitchiner

May 3:

Appeared before me D<sup>r</sup> Rooke & made oath, that when Mr. Mitchiner went to England about 1831, he left his Wife living on the Premises in an Estate Kapaawaa; said Premises partially enclosed. In 1834 Mitchiner returned here, & soon after completed the walls of the Enclosure, and also a piece additional to the one he held before; i kou lohe wale ana ma ana o Kinau i Keira hana ana. He put several substantial buildings on it, & afterwards disposed of a portion of it to D<sup>r</sup> Ford, with the Consent of Keturamohi, which part is now in possession of Mr. Dufflebeen. Mr. Mitchiner has to the best of my knowledge, remained in the quiet possession of the Remainder down to the present time - Witness knows no other person who lays any claim to the premises occupied by Mr. Mitchiner; but does not know how he came into possession of them.

I gave a Certificate to Mr. Mitchiner as follows:

Office of Land Commission  
Honolulu May 11 1847

I hereby acknowledge the Right of a Claim & award in



in Waikiki by John F. Mitchiner, with the Request to have said  
lands Confirmed. He has brought one Credible Witness who has  
testified that Mr. Mitchiner has been in quiet possession of said  
lot from 1831. This is prima facie evidence that his title is good  
against all other persons, & unless evidence be brought to the Con-  
trary, Mr. Mitchiner will be entitled to a Freehold estate less  
than allodial.

On behalf of Commission  
See Ct 1116 Kaioo. Ct. Wigs. Page 13. See? William Richards President.

Claim No 60 J. Hunt - resumed from page 72. 26 May

John D. sworn deposed I know that Mr. Hunt has a building  
lot in Ewa. I think he has lived upon it since about 1826,  
it is enclosed by a fence - formerly of sticks, now I think adobe.  
I know nothing of any person having any right in it.  
Continued at Page 152.

135 Claim No 197 Henry Weeks 26 May

Charles Peart sworn - He knew the lands of Weeks & Higgerson,  
Mr. Weeks was living on his land in Maunaloa in 1837. I have proposed  
it to the present time, does not know how he came by it - Witness  
had an interest in Higgersons planting the Coffee trees.  
Henry Weeks admitted that he gave Higgerson the Land for the  
purpose of planting Coffee. (The land is an ahupuaa)

136 Claim No 193 Lewis Pees 26 May

M. Munn sworn deposed that he had known Claimant at these  
Islands about 20 Years. I recollect that Munnica came into a

house where I was in 1829 and said to Pees - I shall give you that land instead of another, but I do not know which he referred to. I know Claimant has lived on the Land a number of Years - I know he was living there in 1837. I have heard of any other person claiming the land.

*Walker* James Walker sworn deposed - I know that Manuia gave Pees the Land where he now lives - it was given him in 1828 or 1829 - Pees was a servant to Manuia. I do not know of any one living on the Land at the time - Pees has lived on it from that time to the present - I do not know of any one interfering with him about the Land until lately when Namani has had some dispute about it with him. I know that Pees gave to Manuia half of the Stock from the beginning to the present time.

*Namani* Namani sworn deposed - Mr. Pees and I were together and did business for Manuia with the Foreigners. Manuia first gave him a Land named Lilia in Manuia but that Land being so much exposed to invasion of animals Manuia gave him another at Ewa instead of it. Pees has from that time 1829 lived undisturbed in the place given - When Pees received the Land it was dry & not of value; but by labor he prepared a taro patch & made it valuable; though I do not know the precise bounds of the Land. Its name is Hoaeae. The taro grounds had been since covered by a forest. The particular reason why Pees wished to go there, was that he might have better Pasture and he has pastured Goats & Horses and Cattle there with pasturing of animals being his business. Manuia did give him the whole of Hoaeae: she gave him (now of 1) Taro grounds.

*Pees* Mr. Pees stated that Manuia Watine has had Eight Horses from one Mare, and Pees has had eight from the same.

Kaupena sworn - deposed. I know of Manuia giving some pasture ground to Pies to feed Goats, on condition that one half the produce was to be Manuia, and one half Claimant and I let him have 1 Mare, the produce of which was to be divided in the same way. At present I have nothing to do with the place - it belongs to Namauu. When Manuia left in 1827 he gave the land to Namauu; although on witnesses return Mr Pies paid to her and not to Namauu. The Mare is still in the keeping of Mr Pies.

Continued from page 287 Vol. 2

Register Page 63

v. and

D Lyons

Register Page 74

Napahoe

Claim N<sup>o</sup> 51 Henry Farmer (continued from Page 63) 2 June

Andrew Auleb sworn deposed I know when Claimants Father got this Land from Charlton. It was about 1827. I never heard of Claimant having had any opposition to the occupation of this land to the present time, nor that any one claimed it: the land was a Common when Mr Farmer fenced it in. He has been dead about 12 Years. When he died his Family continued to reside there.

D Lyons sworn deposed I always heard Claimants Father got the place from Cap: Charlton: it was then a Common. I never heard of any one interfering with the Claimants. I never heard of any one having any rights there or interfering.

Resumed Page 257. Vol. 2.

Claim N<sup>o</sup> 67 D. Pitman

June

Napahoe - sworn deposed She is acquainted with the land claimed by Mr Pitman at Hilo. He received it from Hoolehua his Father in law near the time of the death of Nahianena (1837) Claimant has resided from that time to this upon the land, and

has built a number of houses upon the land, and it is now in a highly improved condition. No other persons have any rights there. Wipeh has never known of any one interfere with his rights. Koolulu received the Land from his own Father in law in the reign of Pihirika.

John Di

sworn-deposed I know that Koolulu was living in that place in 1830 & had a fence around his land. About 1837 Mr Pitman - Father of Claimant went to, and took possession of the place I built a store - Shortly after (about 1838) The Claimant went to the same place having previously married the daughter of Koolulu - In 1840 I saw the place again in the possession of Claimant - in which he has ever lived without molestation or interference from a person - These remarks apply only to the building lot there are seven or eight houses there.

Claim No 60 - Thomas Hunt - (Continued fr. Page 149) 16<sup>th</sup>

Wm French

sworn-deposed The piece of land where claimant resides was given by one of the Chiefs residing there and sanctioned by Kaahumanu in 1831, and he has constantly resided upon it ever since without dispute or interference from any one. The land is about 40 Fathoms by Thirty in extent, and has been enclosed from the first occupation.

Wm French  
No 1073

Claim No 65 - William Bacle

June

sworn-deposed that he knew from Karamohe that Kamehameha 1<sup>st</sup> gave Claimant the land in question. He has occupied it ever since that time, having at the first

enclosed the ground with a stick fence, and built a Glasshouse upon it. The present frame house was built by him in 1832 or 33 and the wall put up at the same time.

Claim N<sup>o</sup> 189. R. G. Davies resumed from page 122 June 1847

Charlotte Holmes

M<sup>rs</sup> Charlotte Holmes. Mother of Clavinant was summoned before the Board, and stated her wish that the land claimed in N<sup>o</sup> 189 should be confirmed to her daughter, M<sup>rs</sup> Davies wife of Clavinant, and that she would look to her daughter for support and renounced all claim to the place in her own Right.  
See Transactions Page 41.

Request N<sup>o</sup> 2  
1842

Claim N<sup>o</sup> 604. Henry Lea. Public Administrator. 14 July

Montgomery

Isaac Montgomery sworn deposed that he had no personal interest pending in this case; having quitted Clavin to M<sup>r</sup> Sufflebeen of all his interest, as expressed on the back of the deed given by M<sup>r</sup> Jason to Witness. Witness knows that M<sup>r</sup> Ford had possession of the premises previous to his death, and heard that he owned them. Witness does not know who built the house now on the place. He paid John Jason for the premises, and took his Receipt in presence of M<sup>r</sup> Myllic British pro consul.

Sufflebeen

Jacob Sufflebeen - sworn - deposed that he is not interested in the decision of this case, except that he delivered the premises to Ford in exchange for other which Ford let him have in Waikiki. The exchange was made about 17 months ago. Witness has no farther claim on these premises and does not know of any person who has any claim on them, though he has heard that M<sup>r</sup> Taylor has a Mortgage.

Witness considers the piece of land which he received from Ford at Waikiki as full payment for the one he delivered to Ford. He heard that Mr. Taylor built the house on the lot. There was an oven on the land when Witness sold it, he built it himself: no one ever forbidding him to build on the land.

*Wahmanawa*

Governor Kekuanaoa sworn deposes that he himself gave the lot in question to Mr. Jason, some time after his return from England. He gave it on condition that Jason was to serve him as Blacksmith. It was a gift of mouth. Witness said to him - "When you leave me, then return the land to me; but it has entirely gone from me." Jason did serve Witness as Blacksmith, and continued to occupy the place till after the occupation of the Islands by Lord George.

Documentary Evidence presented with the Claim.

Know all Men by these Presents that I John Jason, a Native of France, Resident of Oahu, Sandwich Islands, for and in consideration of the sum of 100 dollars to me in hand paid by Isaac Montgomery, a subject of Great Britain, resident of Oahu, at and before the said and delivery of these presents, the Receipt whereof is hereby acknowledged; have bargained sold & delivered, and by these presents do bargain sell & deliver, unto the said Isaac Montgomery, his heirs, administrators and Assigns a certain House lot with Blacksmith Shop at present erected thereon; Situated upon the same, situated in Honolulu Oahu; bounded & described as follows to-wit: On the front border upon the Great which runs towards Nuuanu Valley 39 ft: thence from the upper end of this

1847

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line, bordering upon Premises belonging to Isaac Montgomery  
 running for the distance of 43 ft. thence Extending 42 ft  
 bounded by Land belonging to Aniani: thence running  
 to the Point of Commencement - a distance of 52 ft.  
 bounded by Land belonging to Noa, in the direction of the  
 Water-Side. - To have and to hold, all & singular, the  
 above bargained Premises unto the said Isaac Montgomery  
 his Heirs administrators and assignees, to his their own  
 proper use and behoof forever; and I the said John  
 Jason, do hereby for myself my heirs, <sup>executors &</sup> administrators,  
 covenants with the said Isaac Montgomery, his Heirs  
 administrators and Assignees, that the above bargained  
 Premises are free from all incumbrances & demands  
 whatsoever; and that I have a good Right to sell &  
 convey the same to the said Isaac Montgomery aforesaid  
 and that I and my Heirs Executors and administrators  
 will warrant and defend the same to the said Isaac  
 Montgomery his Heirs, administrators & Assignees forever  
 against the lawful claims & demands of all persons  
 Signed sealed and In Witness whereof I the sd John Jason  
 delivered in presence of have hereunto set my hand & seal this 27<sup>th</sup>  
 day of August A.D. 1847  
 as Witnesses  
 Robert P Davies  
 John Wiley  
 John <sup>his</sup> Jason  
 Mark

Indorsement on the above deed - This is to certify that I Isaac  
 Montgomery give up all Right, title, claim & interest unto Jacob  
 Luffpleben, to the within mentioned Premises for the sum of 200

dollars to me in hand paid this 14<sup>th</sup> day of November  
 Witness to Signing James Montgomery  
 P. B. Shelley  
 C. W. Vincent Honolulu Oahu November 14, 1844.

Claim N<sup>o</sup> 222 Kahanu

Aug<sup>5</sup> 25, 184

Paniani

Paniani - sworn testified - I know about the premises in question, but not about the title from Kahuine. Claimant's Mother lived there with the family in 1831, when Kahuine was Governor. When this man's mother, Pihae, died, Witness thought to let the land to himself. Pihae occupied the land from 1831 to the time she died. When Kahanu came back from Maui, Witness found the land belonged to Kahanu: this was shortly after the Mother's death. Claimant complained to the King, & he sent Pahi & Namauu to tell him to give possession to Kahanu. Witness received it from Kahuine. There are 3 houses on the land at present - one was built by Kahanu's father. Pae built one, & Puhili & Kalima built & occupy one each, as tenants of Claimant. Kahanu introduced a letter from Pae about this land, addressed to himself, stating "The King he put into my hands the business of regulating between you & Paniani who has claimed that place; of which complaint has been made to his Majesty; & he has sent me to regulate & I found the matter easily settled with Paniani; who gave it up peaceably. He agreed that Kahanu is to have this place for ever. I have settled it as appears good; and made known to the Governor by word of mouth this transaction."



dated 21 Feb. 1845. signed A. H. Pake.

G. P. Just testified on oath that the above letter was written by Pake and signed by him. Of late he leaves out the ang signs only A. Pake.

Paniani denied having any claim to this land; and as far as he knows, it belongs to Claimant.

Pake testified on oath, that Kahamu was to have a perfect title according to his instructions from the King, in 1845 to him, but the King has still a claim upon the land.

Paniani affirmed that this land was formerly occupied by Naopala the Captain, and by Nomo the Mate of the big Mitter Parke, which belonged to Government. Kahamu is the heir of Mahamu, and Pihae and Nomo.

August 26<sup>th</sup> Paole testified on oath that he knows Kahamu who was the son of Witness's sister, and on that account was accustomed to live together. Witness knew him about 1840, since which he have lived on this lot claimed by him. Witness heard from Claimant's Mother of the land being given, and that the Governor of Oahu resisted a Foreigner in obtaining it.

From the time it was given to Nomo, he lived on it till he sailed to another country. When he & his wife lived there, there were 2 houses on it. From that time to this 1. All these houses belonged to Witness with the land; from the Mother of Kahamu. Pihae gave him the yard, he was to hold it until Daniel Si came from Maui, and the land would then be Daniel Si's. Witness is a tenant under the Child of Nomo and Si. Witness applied to Nekuanaoa, when Paniani took the land from him & he gave it back. Witness Paniani had some difficulty about it, and he spoke to Kahamu, who

G. P. Just

Paniani

Pake

Paniani

Paole

settled it with him. Kahanu went to the king who referred him to Paek. Witness's opinion of Rights in the land, is, that it is equally Kahanus & Komo's Childs. Witness knows nothing about Naapala's right. Puhiti is a tenant, and he lived on the place since 1840 - he understood it was Pihae and he supposes it now to be Paek's - to whom the four hours belong - Witness knows nothing of Kahanus claim.

Puhiti

Kalika sworn - testified - He knows the place; it is inland of Puuholo. On the South is Tanianis - inland is a footpe A Foreigner named Puaka had the lot on the North; but it is now owned by Jones. On the west is Puhitihua. Witness knows when Kuatine lived Governor that this lot was in possession of Naapala, who lost it about the time when Pihae died.

Kalika

Kalima sworn says Kuatine gave that place to Naapala. Witness lived there after the death of Komo; two or three years Naapala has not lived there steadily. Witness and the wife of Komo and Paek have lived there constant. Witness knows Kahanu had a claim there from Pihae, and got his title from him. Witness has a house of her own on the land, and is under Kahanu and Paek.

Kalima

It was decided by the Board on 27<sup>th</sup> Aug<sup>l</sup> to award to Kahanu a Feehold title less than allodial.

Claim No 211 - Uilama - (Kiwini) (Wm Stevens) August.

Koomocapule

Koomocapule - testified on oath - He knows the lot of claim

it is in Honolulu near the River, on the inland side of the old road, on the West of Wapawauui - on the south of it, Onaunani - does not know its extent - Witness knew Claimant to hold it under Tradition from 1831 - Claimant built a fence which is partly down now, and he built two houses on the land, and has lived there from 1831 to present time, Witness knows of no other Claimant - The King gave Command to Gov<sup>r</sup> Adams to give the land to Claimant, and he received it from the King.

The Board by a vote decide to award to the Claimant a Feehold title less than allodial on 27<sup>th</sup> August

Claim N<sup>o</sup> 218 Waahaukulea

26 August

*Kanani* Kanani - testified on oath He knows the Yard, it is back of Honolulu, inland of the lake Waiakeke - bounded on the North by a Kalo patch owned by Kouli, and by the vineyard of Marine. South by John Jii's Kalo patch. East by that of Poloh - inland of land of Tekauonohi. Witness has known the place from Kamehameha to the present time, and of the Claimant and her Parents living there during that time - It is a building lot without fence - Formerly there were 3 houses and they remain with 5 small ones. Another person named Kihiva, owning on it a house, lives now on it under Claimant.

*atatahala* (August 27) Tatahikala - testified the place is in the suburbs of Honolulu aina upper side of Manakani - on the north

is Marinis Vineyard, N. E. Kēkuaonohis, & Polhō-  
 I, John I's and W. also. Claimant has had possession  
 from Kamehameha 1<sup>st</sup> to present time. He derived his right  
 from his ancestors. No one has disputed his claim from that  
 time to this. There are 5 houses on it. One person has a  
 house upon it of his own, and is subject to Claimant.

By a vote of the Board on 27 August a feehold title  
 less than Allodial was awarded to the Claimant.

Claim No 210 Mainae

27<sup>th</sup> August

*Hina*  
 Hina testified on oath his knowledge of the Varet in this  
 claim, it is situated in Honolulu. Luffien is on the  
 South. The family of Mainae have live there since the  
 time of Kamehameha 1. Hono was Claimant's Grandfa  
 Counter  
 h. 641  
 Tahooitauaole, Grandmother. The land in the time of  
 Pihoriko descended to their child Kaiava, & Kaiava  
 was father of Mainae. Kaiava gave it to Mainae by  
 he died in the reign of the present King.

There has been no Counter claim during the time from  
 Kamehameha 1 till the present year, as far as witness  
 knows. Keaha a foreigner lived there in time of  
 Kamehameha 1 who was pilot to the King.

Continued Page 165

Claim No 219. Kauhaliu

26 August

This lot is situated in Honolulu, bounded on N by the

stream, and Puua<sup>a</sup> Land. E by Kalamā<sup>a</sup> Yard. S. by Alanui  
Kauwai. W by Haninuu & Puua<sup>a</sup> Yard. Extent S.  
side 1 Ch 13 ft 2 in. E 1 Ch 62 ft 8 in. N. 27 ft 1 Ch 1 fathom  
4 in. N. W 32 ft. 4 in. W 1 Ch. 29 ft. Area 2 Ch 40 fath. 12 ft.  
The above is extracted from Mr. Richardsons survey.

*Kaluhina*

Kaluhina testified on oath to have known Claimant  
reside on that land with the Father of witness unto  
present time from 1830. Kaumakapili is the name of the  
place. Witness heard his father say the land was given  
by Kekuhaupio to Claimant, in time of Koaahumanu in  
1825 or before. Witness knows nothing of how the Grantor  
came by it. There are no other occupants on the land from  
the first. From that time to the year 1844 there has been  
no other claimant. Nonia, wife of Paki claims it  
at present. (See No 123 Claims of Paki)

*Pahoani*

Pahoani testified on oath he knows the land and  
Residents. Kekuhaupio gave it to Claimant, husband of  
witness about 1825. who has occupied it in himself or  
Relations from that time to the present.

*Kekuhaupio*

Kekuhaupio testified on oath. I received that land from  
Kaalohiki about 1812. Witness gave it to Kaubatie, the  
husband of Claimant, in 1825, and knows that he left the land  
to his wife by will in the native manner. He died in 1837  
They have continued in possession up to 1844, without any  
one disputing their right. Nonia's claim is a new idea.  
She had a claim of land near it, which does not include  
this land. Witness knows nothing of the right before Ka-  
alohiki.

Resumed Page 167.

Claim No 228 John Si attorney - Kakuheana Claimant Aug 13

*John*  
 He testified on oath. He knows the land in this case - it is at Waititi; its name is Kelumoa, it is Coconut land. Witness knows the boundaries. Kakuheana is the name of the land on the North. On the West is the old road leading from Honolulu. On the South is a stream called Ape Kotohau. Claimant holds the land from Kamehameha I who gave it to Kailo - he gave it to Papa - he willed it when he died to Keawikatohi, and he gave it to the Claimant. No person has claimed the land from the first named persons down until 1846. It came into Claimant's hands in the time of Pihoriko. Kakuheana is the Counter Claimant.

John Si testified on oath that he knows the place, and that the persons already named were those who were living under Kamehameha - who had particular care of his household property and were known by the Chiefs as such. Kamehameha himself lived on this land; & when he died, he left them in possession. The Chiefs went with Kamehameha to Hawaii & were there when he died, but their families remained. When Pihoriko came to the Government he allowed them to remain.

After Kamehameha's death, the Chiefs returned. Pihoriko found his Residence on the same spot. So it has been through the reign of Kamehameha II & Kaahumanu, and has been left all along in possession of this class of people. Those living on the land are under claimant: six in number to own houses.

*Kakuheana*  
 Kakuheana stated that he founds his claim on his Mother a regular claim from Kamehameha, Pihoriko, Kaahumanu

1857

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through his Mothers ancestors to himself. In 1842, he was living under Kekuanaoa; then the land became Kekuanaoa and Witness lived on it. It became Kekuanaoa from Kekuanaoa who had it from the King. In 1842 and 1843 this land was returned to Witness and he lived under the King on it.

Witness relies on 7 Sec: 3 Ch. of laws of 1839 page 27.

There are two divisions of this land, one of Cocoa nut trees & the other of Kato. The former piece has been taken off and constitutes the claim of Kalaikheana, and ought to be returned, according to the law cited: it was one land formerly, but Kamehameha divided it, and gave it to Kalaikheana's ancestors.

Note. In another clause of those laws cited, the one referred to is restricted in its operation to the space of 6 months from the time of enactment.

The Board voted unanimously a feehold less than allodial to Kalaikheana for the part claimed and occupied by him, and rejected the counter claim of Kuruwai lehua.

Resumes Page 164

Claim No 224. Mahu.

30 August

Kapena testified on oath that she knows the grounds in this claim; it is in Plot II. on the sea side. L. Thompsons Gard is on the North - Isaiahs is on the West. Land called Kihala is on the South. Plot II. on the East. Witness has known claimant to have lived there since 1837 or 8. to present time. The land was given to Claimant by the Governor. She knows of

no other claimant to it.

*J. I. I.*

John Ii testified on oath that he knows Claimant to have been living elsewhere in 1837 or 8. Heahea (Colcord) went to the Gov for a piece of lands, and he gave to him the place which Claimant owned before. The Governor told the Claimant this place for the one taken from her for Colcord. Witness knows of no Counter claim.

The Board voted to present Claimant a Freehold title less than allodial.

Claim No 228 John Ii for Kalaiheana Gov. P. 162. Sept 184,

*W. I. I.*

Claim No 2 under 228. Cleck testified on oath that he knows the place which is at Waikeiki. Hanawai is its name. It borders on the sea, which enters part of it. On S E is land of Thalapiha On N. E. S N is land of Waiki. From N W S W round is Pitiano. On W Westkapu has land. This land belonged to Kiamotoku, father of Waachumana. The land was taken in possession by him under name Hameta 1 when the last bat was fought in Nuuanu. Another land at Waiatua was also given him at the same time. When Kiamotoku obtained it was in 1804. Claimant is his descendant. At that time it extends farther in the Sea than now. The family has been in constant possession ever since, & have never lived away from it since 1804. Witness is not related to the family.

*W. I. I.*

Waeana testified on oath that he knows the land & confirms the general deposition of the former witness. He stated that



Keapua, Paki, Koloahu, Kairahala, Komoleps, Papa were all living on the land or outside of it, and are members of the Family, and live under Claimant

A Freehold title less than allodial was voted by the Board to Kairahana

Claim No. 41 J. W. Mairai Counter to No. 210 Mainae Sep. 1  
 \_\_\_\_\_ Cont<sup>d</sup> from Page 160

Mairai

J. W. Mairai representative of Leli'ohoku stated that Kairahana appointed Kairava, Father of Mainae, on this Land. Koa went to Mako & said to Leli'ohoku, let this place be just because I have heard that Paki has something to say. Then Mako asked Koa, Under whom is our dwelling? Koa said under Kairahana formerly and Leli'ohoku now. Leli'ohoku after desired to know the truth, & sent after Mainae. The meeting was with Mako - Mako asked Mainae under whom is your dwelling - Mainae said under Leli'ohoku. At this time the law concerning titles of Land was not published. Leli'ohoku went to Mainae at that time & enquired of him under whom is your dwelling? She then denied being under Leli'ohoku. The law was then published respecting Land claims. Kairava at this time was settled as washerman, because to Kairahana belongs such employ, and on account of Leli'ohoku's opinion that it belonged to the Father of Mainae, he thought that place belonged to him, and not to Kairava only, because there dwell on that place other persons also. On account of sickness Mako has not come as witness, on the part of Kairava & Mainae.

Paki

See page 97  
IV. Register  
for copy of  
deeds.

Paki testified on oath that he does not know the ancient right in this land, but he knows persons under Kalaaimoku have lived upon it. Nana and Kaiava were two of these. In the time of Kalaaimoku the business of washing for foreigners was extensive. It was given to Kaiava by him, & he lived there. After Kaiava's death witness does not know who the place went to, he has heard that it belonged to the Kalaaimoku family he does not know he occupied the land, but that he gave what he chose to those employed by him. It had then a stock fence when he died in 1827. After an adobis one which in 1836 was broken down. Kaiava lived there as Kalaaimoku did in witness's opinion, after his death and directed the fences to Naaooseki testified on oath that when Kalaaimoku came here to live, Nana & Kaiava, lived there with their people. Kaiava is the descendant of Nana. Witness lived after at Hawaii and returned in Kinau's time. He knows nothing since his return.

Voted a Feehold title to Mainae by the Board  
See testimony Cont. at Page 393 Vol. II

Claims No 212 & 213 James Vowles Sep 1, 184,

No 212. 1<sup>st</sup> Situated on Waihitu Road 1 mile from the Postel and by feet from the Road.

Sweetman

John Sweetman testified on oath; He knows the Land. He sold it to Mr Vowles for 100 dollars and gave him a deed. Witness gave Claimant all his Right & title in that sale. He bought it about 3 years before from Alex<sup>r</sup> Smith. He knows of no other claim to this land since Mr Vowles occupied it.

and of which he has held undisturbed possession. The land is fenced and built upon. Mr Voules claims for his Son F. P. Voules  
 we 213 he 2.

Situated on Waititi Road about 1 Mile from the Pothel and 36 Feet from the Road.

Isaac Montgomery testified on oath - that he knows the place and it lies about 30 Yards the town side of the other land. He knows Moody French occupied the premises in 1839 and there was a large orobie house and other buildings with a fence. Witness purchased the premises in 1845 from him for 500 \$ and has always heard from him that he has had quiet possession from the first. Witness sold the place to Mr. Voules for 500 \$ in 1846 and gave him a deed for the premises, which are improved and enclosed in a fence. John Sweetman knows of foreigners occupying the place from 1829. James Smith a Molatto owned them then, who sold them to French. Witness never heard of the right in this land being disputed.

A Freehold title less than allodial voted by the Board.

Sept 29<sup>th</sup>

Claim 219 Naurakia (123 Paki Counter) Continued from Page 161

Paki testified on oath, this land has belonged to Maoriotia ever since Kamehameha took the Islands: when he died, he willed it to Paudi; and when he died he willed it to Hanuna, and he to Neola; and he to Nonia. From that time, Paki has had the management of it. Naurakia was within this land at the time Nonia came into possession. All business, work &c. was done

From 1832 to the present time through Witness. When they were making Roads a few years ago, Kinau said, He want to make a Road through this place; Patei said, Very well, let it be. Then Kinau said, Lovel Smith want a place for a house; Patei said, take it. The Men said, break down the fence & make the Road, and that was done. (Perpetua H). Kinau then asked I got a place for L. Smiths Chapel.

The land in controversy is the remainder of that which was thus cut up in Roads & Patei never had any thing to do with the land till 1831 or 1833, when he got it from his Wife.

Pumuhua

Pumuhua testified on oath. He knows nothing of Rights, but he lived himself on the land. In 1822 or '3. Claimant was living with Kukuanihi, and Waunawai & Kahuolaka a living with him on the land. They lived under Kaohihi, who held it from the Father of Konia. Through him Konia derives her title & Patei from her.

Kaikaika

Kaikaika testified on oath. The place in dispute belonged to the Father of Konia Kaoleioke. From it it went to Kaunua by gift. When Kaunua died, it came to Neola. at his death it came to Konia. Witness does not know the origin of the title in the first instance, nor who has occupied the land. He knows the place & who have lived on it since the death of his Father Konia in 1844.

Waninui

Waninui testified on oath. He has heard that place belonged to Kauleioke since she came from Hawaii in 1822. Witness knows that Kekuanihi & Kaohihi have lived on the land. She knows those named by Pumuhua lived there. She thinks they lived under Konia. Those that have lived

there, have been in an undefined half state, some nearly related to Chiefs. Waukaihi built a large house in 1812 or 3 on the land when Nukuanui lived there, who was father of Witness. The Claimant's father is dead.

Keone testified on oath. He confirms the statement of Puna-lua. Witness has lived in the neighborhood of this land since the building of the Fort in 1812. He knows Nukuanui gave the land to Claimant's husband, and that Nukuanui lived there in time of Pihoriko, from whom it came to Waukaihi.

Mahalehuia testified on oath. The place belonged to Nonia's father & from him to the descendants. He knows of Nukuanui living on the place, he does not know how he got it. When Pihoriko came here was the time he held it. Witness never heard to whom Nukuanui gave it. He knows Claimant to be his wife. He built a house there.

Kanaekaei testified on oath. That place belonged to Waile-okea. Waukaihi lives under Nukuanui. She thinks he lived there and his wife, and it belonged to them. Nukuanui was under Kahoolaka, and when Waileokea died, it came into possession of Pauwahi, who was with Cook in his voyage, and the land went to Pauwahi's wife, & through her to Waukaihi. When Kahoolaka died, he willed it to Nukuanui. These persons left their places with their wives when they went away. When Kahoolaka's wife died, she left it to the husband of Witness.

Governor Kekuanawa testified on oath. This is what I know. In the time of Kamehameha, all that place at Kamaulapili belonged to Waileokea. At the time Pihoriko came, it was transferred to Nukuanui & his people.

Sept. 9. Voted by the Board a fee of less than allodial to Waukaihi.

Claim of 1817. Marine & others.

Sept 8. 18

*Waikeala*

Waikeala testified on oath he knows the place, it is called Kapuakolo. It is on Sea side of the old Road leading from Foot of Nuuanu St. to Corner of Church & Maunakea Streets bounded on the N. by a place belonging to Nahoovaha down to the Sea. On S. by Kaloa's place. On W. by Sea. Waikeala knows the Heirs of Marine have held it from Kamehameha I & Kaumuali'i. He knows of no others living on this ground excepting Isaac Montgomery. Mr Winship lived there subject to Marine, whose Manner in going out & coming in was like a man that owned the place. Winship's possession has since ceased. Winship's family lived outside of these premises when he left.

*P. Reynolds*

P. Reynolds testified on oath He arrived here in 1811 Marine was then living on the premises in the Stone building. It was customary in those days for all who had land to have buildings near their Principal. There were no enclosing fences. They were here 6 to 16 in 1811. Our Capt. & others lived in Marine's house. In 1813 he came again from China in the New Bark. Capt. Nye. Nathan Winship was then building two other houses on the premises; and making a stick fence round his yard. In 1816 I met Mr Winship in China bound for U. States: he never returned. In 1820 Marine had a cattle pen on part of this ground, but I do not know of any fence inland of it. I arrived again in 1823 and have been here ever since. In about 1824 Marine put up his fence which have ever since been concluded to be his boundary. In 1834 the fence was a little altered on S. side, take

in more land than Marine formerly had.

*Cap. Adams*  
*Naikela*  
Captain Adams being cited referred to his former testimony on oath before the Board in Claim No 90, and confirmed it. Naikela stated the name of Marine's wife to be Kaulawa she was mother of Olina - Naikukalwa had three sons and two daughters - Francisco, John & George, Athoni & Cruz. Karamaue is mother of Naikelahi - There were no marriages at that time. Olina has two brothers - Paulo & Nicolo. Witness understood the land was left equally among the children.

*Naoni*  
Naoni testified on oath. The wife of Marine pointed out the boundaries of each child's lot, which are known by witness.

Sept 9. Fitchell's less than allodial voted to the heirs of Marine according to his division before his death -

Claim No 232 - Adamu Kaiwi

Sept 9<sup>th</sup>

*Kamui*  
Paukumui testified on oath - This place is where it is called Honolulu Keale. Bounded E by land of Wanikui, N. by land of Wanikaole, W by Merchant St. S by Honolulu Keale. Claimant has lived there since the time of Kaakumanu @ 1822 - Three persons are living under Claimant on same ground - each built himself a house - There is a fence on three sides, that towards the road has fallen down. Naehi, Maole, WanaKaole are their names. Witness knows of no counter claimants. This is one of the small lots bestowed by Kaakumanu to different

Maehi

persons when she came to the Islands.  
Maehi testified on oath he knows the boundaries to be as described - by First Witness; and of Claimant living there since Naahumanu's time - He knows of no other claim - Three sides are enclosed. Three persons including himself live on the land under claimant, who derives his title from Naaku Mamu.

Freehold voted by the J Board to Claimant.

Case No 75 Hehuanooa is Counter Cl. perhaps. See Page 29 - P. 15. V. 11

Claim No 234 - Ualani

Sep. 9

Mahepa

Kakaa - testified on oath - The place is in Honolulu on the side of Church St. bounded N by Kameke's lands. W by 1/2 of Kairolo. S by Pukihua's. The street is E.

Claimant received it from Kuakine when Governor in 1832 or 3. She received the land direct from Kairolo - Kairolo from Heaweremiacumii; who got it from Kamehameha. There are two houses in the yard - Kairihaona also lives there & owns one of the houses. No counter claims are known.

Nakahi

Nakahi - testified on oath he knows Ualani's place and confirmed Kakaa's account. The First Witness knew that Kuakine asked a path through her land, and Claimant gave it; Witness does not know whether he ever perform his promise to reinstate her for what he took; after she lived here on this land; but he supposed she received the land from Kairolo - Ualani built a house on this land, while Kuakine was Governor. No other claims are known.



1827

170

Claim No 233 - Neamahalikia

Sep 29

*Naiehe*  
*Maunani*  
 Naiehe testified on oath. The land is bounded on the S. by Naiehe's place. E by Seaman's Chapel Yard, N by Naiehe's Yard, W by Merchant St. Claimant has lived there from Kachumani's time, from whom he obtained it - No other claim is known. One person owns a house in the lot - Paunani - he claims half the lot. Claimant admitted before the Board that the South half belongs to Paunani, and the North part to himself only.

Voted a feehold equally to Claimant Maunani.

(See Hekeanoa's claims before delivery of awards 1815. see C. No 175 B. Session VIII Page 29.)

Claims No 238 &amp; 239 - Kana Kaalileo.

Sep 10

*Kahavahua*  
 Kahavahua testified on oath. This place is in Honolulu, near Mc Armstrong's Chapel, on inland side of Church St. bounded S. by Kahuhuhui's lands. E by Polunoi's. N by the highway. W by Broad St. It is enclosed by a fence. There are four houses on it. When the road was made, Ninimaka wished the wall to be built as to admit of space sufficient outside of it for the new Road then contemplated. When the road was made the outer wall was then built to secure the remainder before in Claimant's possession. Kaalileo & his wife lived upon this land from about 1820. No other claimant lives upon the land - Claimant derives her title from her husband, & she from Ninan. They have no natural born children. Neolewa is a counter claimant.

Mahalahua

Mahalahua testified on oath He knows the place of Waalileo living on it. It is where Mr. Bingham wished to build a Church. Kahuku & Rogers are on S. a lane E. Laanui N by Laanui Keolewa, which last is included in the present lot. Polino first took possession, when the land was an open land he built some houses on it & died left it in possession of his daughter, this refers more to the upper side. Witness knows of no other claimant from that time to this - they have lived there about 25 years -

Resumed Page 176

Claim N<sup>o</sup> 243 Hoonoaiaipuu

Sept 10

John Si

John Si testified The place is S of the road that goes to the puaia. Church St is W. Waalileo on S. On E. Keole On N. the Street. When the road was laid out, this place lay desolate. Witness saw Claimant making a fence in 1845 without opposition, after which he built a house and dug a well. In 1846 the house was burned down.

Wekuanawa

Wekuanawa testified on oath that he knows the place it is S of the road made by Waimaka. The highway is N. Church St. W. Kanah Waalileo S. on the N. is Keolewa. Witness does not know when Claimant was there. He gave him the spot in 1842 as it lay vacant. belonged to the Government. Witness never knew that spot belonged to Kanah Waalileo.

1847

175

Claim N<sup>o</sup> 230 Wm Walker identical with N<sup>o</sup> 105 Sep 10<sup>th</sup>

*W. Ruanaoa*  
 W. Ruanaoa testified on oath that the King ordered him to put Claimant in possession of this Land; and to allow him to possess it as long as he lived.  
 It is named Kapekokeau, and is in the district of Holou-poko - it was given in 1840.

*John J.*  
 Mr J. stated the Gift was in consideration of services rendered on board the Government Vessel Don Quixote.  
 Freehold voted 6<sup>th</sup> October.

Claim N<sup>o</sup> 237 T. Kaauwai Sep 13<sup>th</sup>

*Hawaii*  
 Hawaii testified on oath - He knows the place - it is on the right side of the Road leading to Niuanu from Honolulu. On the E. is land of W. Ruanaoa, called Maunaliu. On the S is the Kings ground. On the W is Kimo's. In 1846 Claimant had possession of the Land; he bought it of Kati; who had it from Kaaha, who had it from Kamehameha I. Kealia homu is counter-claimant of this land in part; for the King; that part which is necessary to complete his domain. Claimant gave 11 1/2 dollars for the land & house.

*Kuluwailehua*  
 Kuluwailehua testified on oath He owned the land jointly with Kaaha formerly: they got it from Kamehameha I. They wished to sell a piece of land for 1050 \$ to a Foreigner. They consulted the King & he forbade it; saying he should want it to build a house upon. They then gave up the idea and sold the present piece of it to Claimant; part of which piece is required at the present time for the King.

Claim No 238.9. Haina Kaalileo. Continued from Page 174. October

*Haina*  
 Nekuulu sworn testified She knows the place: it is West of Kibukibuk's  
 South of a Lane, East of Makahelo's Land, & North of the Church  
 She has known the place 22 or 23 years. Toluno built the House,  
 owned the entire place at first. He built the Walls. Makahelo liv-  
 ed there as a Retention, and he dug a well. Witness thinks the place  
 on which he lived belonged to Toluno; because he arranged  
 the houses, buildings &c. Witness does not know much about  
 Makaimokai, but Kaahumanu told Toluno to take in a la-  
 piece, and she also knows Mr Jackson was then here, living  
 with Toluno, and fencing a large piece. Mamala wished  
 Toluno to live on his place that he might be near Mr Dingha  
*Minimaka*  
 Minimaka sworn stated the place is in Kawaiiahaa. He  
 admits as true the account of the boundaries given by the previous  
 testimony, he having built some of the walls, & particularly the East.  
 Witness was the officer who laid out the Road to Puaina  
 & who pointed out where the walls were to be built, & Peahi son  
 Nekuanaoa said to Witness, "Go & tell Kaalileo this Wipe  
 here is your land," and he made out the division. Here is  
 a line on Broadway, and the land is all on the Inland side  
 it ran on to the Yard of Kibukibuk. As to the boundary on  
 the street leading to Puaina, Nekuanaoa said "You go  
 on to make adobies, & I will come after and tell you when  
 to make the fence." Witness afterwards went and told the  
 men to build their fence by Mr Dimonds, but Nekuanaoa told them  
 to build it a little further in, because Honokapu had begged  
 for a little spot there, which I went and stated to Kaalileo  
 and he built the wall to Nekuanaoa's orders.

It is true that it was well understood that if the Road did not come up to the fence, the fence was to come up to the Road, & the understanding was such as has been stated before.

Witness knows that one fence included Makahela's & Potuno's possession. Witness considers the land claimed by Kono-Raupō to be Kaalileo's. The Road was made in 1838.

*non-liable*  
Mamakacha sworn stated he knows the place, which is as has been described, and he knows the land as it lay originally belonging to several persons; and that Potuno built several houses and a fence, and was there from the time of Tihorike, certainly when he returned from Hawaii. Witness knows of no one else living there, nor of its being willed to the daughter.

This testimony is altogether my own opinion, which no person has prejudiced. Witness thinks Jackson, Potuno & Kaalileo all lived there, and had that yard. He does not know where they got it from. Part was fenced & part unfenced on the south side, which no one owned; and was after taken in.

Witness knows Keolewas place but nothing about the title of it.

See further Testimony Page 5 & 6

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