

FOREIGN TESTIMONY VOLUME 1

TRANSCRIPTION

R. Bordner 2023

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Land Commission

Book of Testimony

N. 1

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 Westard with Pieo's land. It is bounded to the South and East by land owned by Namauu called Kaahookane, and to the North and East by a land called Kaaleo, owned by Kinmimaka, 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 six hundred feet and from North to South the same.

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

W. 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 consequence. Occupying land by writing or verbal agreement 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-B. not understanding the right use of writing 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 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 Tailor in former times. Witness thinks the King and Chiefs have paid about ten times as much as other people. Witness has worked three weeks for King Kaumualii and received about ninety dollars in cash and sixty dollars worth of cloth.

Witness understood from Kilday that Kaikioewa attempts to disposses him by giving the land to Major Warren's daughter, which the King again restored to Kilday, this was in 1823. In 1834 Kaalilio 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 this 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 reward to his own land. Witness said that he understood the land was Boki's, and that the King asked Boki for it, and that it was given in remuneration for Kilday's services. Witness has conversed with the King and 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 Kamehameha I and Kamehameha II dispossessed him. D. Lyons made no demur to it when he was dispossessed, but in 1842 when the B. Commission was here he heard that he brought in a complaint at that time.

Second instance, Don Francisco Marini had land at Pearl River which was given 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 Kaehahu without a family was living on the land when Kilday first got possession of it, Kilday's wife and her brother and two other Natives are put on the land by Kilday. Kaneahi was 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.

W. 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 W. Kilday's title to the whole and witness is heir 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. Pit came on board and a man Thomas Hopu. 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, and from there came to Oahu. Mr. Pit and Gov. Boki concluded to give him this land under the King, and witness immediately began to work for the King and went about with him wherever he went.

Witness has made the principal part of his tailoring when a Boy, and has made coats, pantaloons some for him and clothing for the soldiers. At that time, if a chief gave land, it was considered that it was payment for work. Witness 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 and wine 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 Ili.

Mr. Kilay stated that he wished to have the land surveyed.

Deposition of Paki

Witness 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 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 twenty or more years old, according to ancient usage.

If the guardian approved the gift they can do it together.

Witness as 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.

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

Witness has heard Pualaolo 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 of harm of him, he has known him to make clothes for the King.

Witness said if he should buy out the rights of all his tenants, holding land of his own, and to divide the shared between himself and the King, witness would consider a third to be the proportion due to the King and two thirds to himself.

March 18, same case continued.

Kuanaua, Governor of Oahu, disposed.

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, and subsequently granted the land in question according to ancient usage, with the right to take it from him at his pleasure. Witness 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 Kalaimoku and Kahumanu should cooperate with the King at that age as his guardians. Witness in stating that Kahumanu would resort to Kalaimoku for two reasons-one as guard of the infant King and one as Governor-he does not mean say that the Governor as such would have

anything 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 becomes the property of a person from here occupancy, for sake of propriety, the Landlord would no throw him off without a fault, the Landlord would himself be to 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 has heard that Kilday did not work for the King without payment after he had possession of the land.

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 Father's consent during Father's 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 Relation 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 Landlord and 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 witness, 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, witness deposed that sometimes when the tenants have brought in the produce of their land, the whole has gone to the King, but he considered 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, the 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. (V. 1/1-7)

1 John Voss

March 18<sup>th</sup>

M. Kuanaoa deposed that the land in question belong to him. He has formally surrendered the land to the government, and the government has ever since received the rent of it. This was done at a meeting of the Chiefs at Lahaina and the price originally paid by witness 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. Judd Esq. deposed. That what he know about the land was very much hearsay. Witness believed Kinopu was the owner of the land on the ancient system. He believed W. French got possession and put improvements on it. He believed that Kekuanaoa purchased all his right 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 Kuanaoa, 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 since. Witness applied to Kekuanaoa who said he had given him some enlargement of his premises back. Witness knew that U. Voss applied for an extension of time, and offered to increase the amount of rent, and that the Governors clerk commenced erasing in the Lease the number of dollars and 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 and highly dangerous. That it was agreed to extend the lease, new Papers should be drawn up and when complete the old ones should be destroyed. Therefore witness believed there was a promise to extend the lease on new terms. In fact Kekaunaoa told witness that it was his wish to do so, but various circumstances prevented the thing 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 and foreigners to measure that plot, and to give him a description exactly as it is enclosed and another as for lease.

The result is that he witness believed W. Voss 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 W Voss 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/oretuueem [?]

The 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 had yielded to the street, and his having placed a good building on the land, he being a very estimable man. (v.1/7-9)

3 J. Kaapuiki march 18<sup>th</sup>

Keaimoku witness disposed that Kuihelani was Governor of Oahu immediately after it was conquered by Kamehameha and that he lived with the following persons: Manuhoa, Kaihekioi, Koki, Kalaikuahulu, Eeka, Pupu, Mamini, Aikaki and Kamakaokalani; also Kekauluohi, Pauahi and Kalainohino on lands called Kukehale, Hukolo, Kuihelani being their Landlord, but Kamehameha the true owner. Kalimaapa was a servant of Kuihelani and lived there with his Master. He died about the time this fort was built. While Kamehameha was at Hawaii, Kuihelani died and left his right to his son, Kawailepolepo and Kaihekalai then took charge of the place instead of Nalimaapa. But Kaikekahi was turned away by Kawolepolepo at Kamehameha's orders and Mahoe was put in his place. Kalaimoku at the time of building the Fort was offended with Mahoe and displaced him, giving ehai to Kaumaumakea, he returned charge until Manu took charge of the Fort, when Kaumaukakea was placed and charge given to Pehu, though Kaumauea continued to live as he had done. But at the time Kuakini took charge of the fort, Kaumaukaakea his right to Auwae, but when Auwae went to Maui then Boki took it as Governor and there being no occupant, moved Kaahumanu's house to that place.

At Kikihale Kaapuiki has a little place, but a small part of that land and has always been in possession of it since the death of Nalemauha.

Testimony resumed page 11-12 v. 3. (v. 1/9-10)

4 Geo. Petty March 25th

James Robinson deposed that there was one small spot that belonged to a man called Bob the tailor, alias Robert Kilay, occupied by him 23 or 24 years ago.

Witness stated that Mr. Pit verbally gave him the part where Mr. Pelly lives, and the adjacent one where R. Kilday lived.

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 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. Pit. These 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. (v. 1/10)

5 George Pelly March 25th

Kekuanaoa deposed that in 1839 he went up to Nuuanu at the orders of Kekauluohi to execute the agreement of Kinau with Cap Elliot, which was to deliver up to W. Pelly the place which he now possesses and then surrounded with a hou Fence. Witness was forbidden to deliver up the land lying between his present fence and 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 Pehu who had some rights there as the head of the Valley which he renounced; and has none now remaining. (v. 1/10-11)

7 D.P. Penhallow April 1st

Pekoi Witness sworn. Deposed that his Wife is the only heir of Kapihi whose witness represents.

The land was in possession of Kinau and Boki, but they gave it up to the King, who gave it to Kapihi; it was given to the King by Kinau and Boki as the Kings private property; it was unoccupied and they took possession of it, they build houses for themselves upon it. Witness stated that in old times any one could take possession of unoccupied lands, and no one would Say anything 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 Kapihi left the land to Peto's Wife, was that she should have the right of tenantry under the King, and 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 Kapihi. It was a written will addressed to the King. (v. 1/11)

3 S.Kaapuiki continued from P. 10 April 1<sup>st</sup>

Paahana sworn – deposed, that he was born on Haawaii, and came to this Island when it was conquered by Kamehameha. Witness was small at that time, but as soon as he was old enough to become intelligent, he was acquainted with the land which Kaapuiki now claims.

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

Witness is own brother to Kaapuiki the claimant. He lived there with his Father as servants of Kuihelane. The yard was occupied by us in connection with Hikiiau who was the head man under Kuihelane, there were other servants in the yard belonging to Kuihelane.

Kuihelane died suddenly without a will.

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

Subsequently Mahoi was dispossessed. Kawailepolepo was appointed in his place. When Rihoriho came to this Island, the Chiefs and people filled up the place, at which time, and with some of the rest of us, moved back to Palama and left our yard with my grandmother and others of my relations. Kaapuiki was at this time a child and stayed with his grandmother, at which place he has always lived to the present time. (resumed page 20)(v. 1/12)

8 Kamaha of Puhiula April 8

Kekuanaoa sworn, deposed that he was called as a witness by both parties, and the amount of his testimony will relate to his own transactions as Governor and to those of Kinau.

In 1822 when I came to the Island, Puhiula 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 Kinopu. When Witness 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 Mahune went in, in the same way. Witness says that is all I know definitely and as far as I can see, it was Puhiula'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, and another, and Kinau took it and gave it to another, though she asked me and 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, and round 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 pleased. 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.

Deposition in writing in the same claim by Stephen Reynolds

I arrived at the Island, port of Honolulu between the 5th and 10th of May 1823. Came on shore to live between the 15 and 20th of June, I have resided in the village since, without having been absent more

than days at any one time, three times to Maui, and once to [?] from this Island. There were every 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 houses more or less, surrounded by a stick fence, enclosing a large piece of ground where Puila lived. On the front or fort side without the fence, there was a piece of ground unoccupied, which remained unoccupied for several years. This piece of unoccupied ground, lay between Piula's stick fence and the pathway which passed back of the store of Eli Jones, and the house of Robert L. Janion. Gov Adams, while governor of Oahu from (April 1831 to August 1833) discontinued the pathway, 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 Samsing's small store and E & H Grime's 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 connected with Puilas patriarchal family.

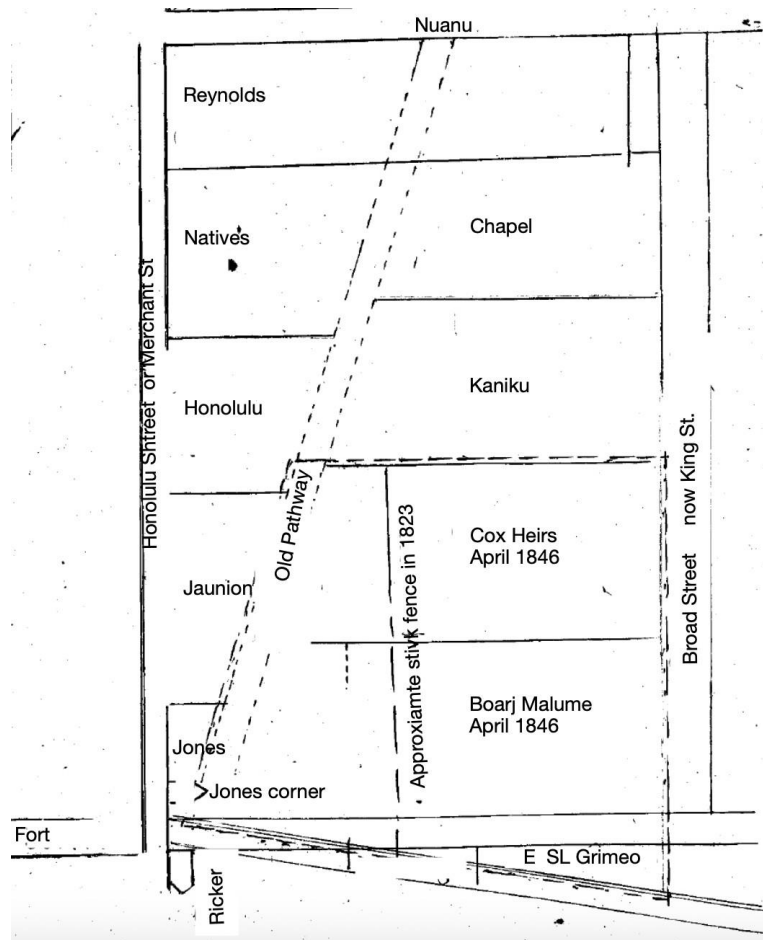
Gov. Adams granted to Wm L. Hinchley and Wm. French the ground upon which R.G. Janion's house and Eli Jone's store stand. There was travel over the pathway back of Mr. Jones' and Mr. Janion's for some time after those buildings were put up.

Honolulu April 10, 1846. Signed Stephen Reynolds To the Commissioners for guiding land titles [?].

April 15th 1846. This and personally appeared before the commission and being duty sworn described the above, to the best of his beliefs the truth and nothing but the truth.

Signed William Richards

Plan, appended to the above letter by Mr. Reynolds



claim taken in Page 21 (v. 1/12-15)

9 Stephen Reynolds April 15th

T. Kaaui sworn. Deposed to the truth of the testimony given in the document signed Ulualoha - recorded in Register, Page 2. John II sworn - deposed the same. (v. 1/16)

10 Harriet Blanchard April 15th

Kekuanaoa sworn, deposed that he saw Captain Blanchard the claimants Father living in the place; this was a while after our return from England in 1825. Witness has heard that Wm. French claims the land. He does not Know of any native claims to the land.

Stephen Reynolds sworn, deposed that Capt. 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. Nedles, Mr. French, Mr. Cummins and 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.

resumed Page 18 (v. 1/16)

11 Rebecca. M. Johnstone April 15th

G.P. Judd Esq. Sworn, deposed. The land is in the mouth of Nuuanu Valley at back of Lowell Smith's place, it was given to Mr Diell. Mr Brinsnade and the Sandwich Island Mission by Kinau for the purpose of erecting a country residence. Last fall Wm. Hall wished to give up the place, as he did not consider it best for the mission to retain their property, or that they had a right to dispose of it to any foreigner, I accordingly purchased it and took the bill of sale for the Hawaiian government. Witness has in his possession a plan of the survey.

Bill of sale of the Hall Premises dated Nov.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 a John Diell, and P.A. Brismade to the house and enclosure, together with all the improvements thereon, situated in the Valley of Nuuanu, north of land leased by Rev a L. Smith, and commonly Known as Mr. Halls' place; hereby selling and releasing all the right, title and interest of the said Mission and others, unto G.P. Judd, now President of the Hawaiian Treasury Board and his successors in Office, for the use of the Hawaiian Government and to his and their affairs forever.

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

Edwin O Hall

Kekuanaoa sworn, deposed that the land formerly belonged to the King. Kinau as Premier gave it to Mr. Diell to W. Binsmade and 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 Jake, who held it under the King. There are no native tenants having rights in the land. (v. 1/16-18)

10 Harriet Blanchard, continued fr. Page16, April 22

Mr. Neddles sworn, deposed that the claimants 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. Mitchener's land abuts upon claimants and the main road.

Wm. French sworn, deposed that he had permanently resided here since 1825, he came to the Island in 1819. Witness had Known Claimants Father many years, had Known him in 1825 in Oahu, he lived in a house near Mr. French which witness believed he built in 1828 or 29. Witness does not Know from whom he obtained a right 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 sworn, Wife of Captn. Ebbets. She deposed that she knows the circumstances, that shortly previous to the birth of the claimant, Capt. Blanchard the Father said to Witness, as 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 Captn. Ebbets 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 Reynolds page 41 Transaction. (v. 1/18-19)

14 Kalama April 22

Kaulanaula sworn, deposed. I knew the claimants 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 Kekeoanaoa. Upon Witness being enquired of who was the heir of claimants 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 Claimants 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, Kuilio alias David Davis.

Resumed Page 33. (v. 1/19)

3 Kaapuiki. continued fr. Pge 12. April 22.

Paahana sworn, deposed. The small yard occupied at present by claimant has been in his possession from the time Rihoriho 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 Kaniau, which was occupied and 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 and for whom, Kaapuiki claims it. That yard has been in their undisturbed possession from time of Rihoriho.

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 Mileka Keomailani and for her, he being her guardian as appears by Papers presented.

John II sworn, deposed, that after the death of Kamehameha, Kawailepolepo, the son and heir of Kuihelani is guilty of Murder, and therefore all the chiefs agreed that the whole of his lands should be forfeited, which was [?]. (v.1/20)

16 Eli Jones April 29

William French sworn, deposed that the land was gifted by Gov. Adams to W. P. Hinckley the entire lot. Mr. Hinckley 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 on interest himself of one half where the buildings were conflicted. Mr. Hinckly not having funds to meet his share, he then transferred the

whole to witness, and subsequently the building now occupied by W. Jones was sold by W. French to W. Cummins with the occurrence of the governor, and that now occupied by W. Janion was sold to Hungtai. (v. 1/20-21)

17 Eli Jones

Loirien Andrews sworn, deposed that he recollects an article being made in which Mr. Jones was concerned in some land in Honolulu. Kekunaoa, Kinau and the King were present. Witness acted as interpreter but he does not know which the land was

continued page 35 (v. 1/21)

8 Kamaha and Puihula. Cont. from pge 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 Janions now is, to the middle of the premises now occupied by Cummins. It ran along in a land at the back of Samsing's store, to broad Street and ran along Broad Street towards the NorthWest, to a little water course, to a place now occupied by Kaniku, then turning and running towards the sea to the old pathway. In 1823 when Rihorino was about sailing for England, Puihula invited Naihi, Kanemaikou, Kauluhaimalama, Aikaumaka, 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. Mahunes place was not there, but he merely lived there with Kauluhaimalama. Kauluhaimalama went with Rihiriho to England, and left Mahunes living in his house. Mahune has continued to live there till the present time, the place however belonged to Kauluhaimalama. 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 Puihula. No chief can say that Kinau gave any part of it away.

(Remark by this President) Witness is old and seems to be forgetful. The witness confirmed the boundaries of Puihulas place as marked on W. Reynolds map (page 15) whose description was added at the time of receiving his testimony, as indicates by the blue lines.

Kilioe 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 and I 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 and its 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, and heard Kinau say to Mahune you have no rights there.

Kaohe 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 chiefs I was sent away and 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 position of their dwelling place. This is all I know on the subject.

resumed page 25 (v.1/21-23)

19 Naahu & Punwai May 6

Kalei, Witness, sworn, deposed. I am acquainted with the place claimed by claimants, it is included in a place called Kaowaopa. The time of building the fort we came down here from Hawaii, and Kapohiua the husband and father of the claimants surrounded that place with a fence and built a house where they have lived down to the present moment.

At the present time Kealii and Keanui and 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 Keauepoore the sister of claimants Husband lived on the place under the said Husband. When she died she pretended to give it to Kekauonohi. The claimants husband and father at his death willed his arable land to Manuia with claimants for tenants, but willed the building spot and houses to claimants direct.

Kaulaloha, sworn, deposed that claimants have lived on the spot now claimed from the tune 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 Kaowaopa, the inland portion is surrounded with a fence, the sea-side portion is not, it joins the yard of Namauu S.; East it joins the yard Waihine 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 lifetime of Claimants husband. The rights of Keauepoore were under Claimants Husband. Keauepoore died shortly after the return of Boki from England.

See Counter Claim of Naalui

Resumed in Cl. 835 Pag 276 (v. 1/23-24)

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 Boki gave Claimant the place about 25 years ago, it had always a fence round it. Witness understood Mr. Wood was offered much more than he enclosed.

L. Reynolds, sworn, deposed that in the year 1826 Claimant informed him that he had obtained a piece of land from Pr. Boki. Witness went afterwards and looked at it and saw the stakes, and knew nothing beyond that he had possessed it ever since.

Namauu, sworn, deposed that he knew the fact of Boki giving the land to claimant where he lives. Witness was with him at the time, it was immediately surrounded by a fence and has confined so to the present time. Witness never heard that any person had interfered with Claimant down to the present time down.

Kinimaka, sworn, deposed that Boki gave claimant these premises many years ago. Witness was staying at a place now occupied by Mr Paty. Boki was there. Mr Wood went to Boki and made appreciation for the

place. Witness went with him and was witness to Boki 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.

Mr Wood said no person had ever made any claim to the land or interfere. (v. 1/24-25)

8 Kamaha and Puihula Continued fr. P. 23 May 7

Kanoa, sworn, deposed that when Rihoriho sailed to England, Mahune was then living in the house where he now lives. Witness does not know from who he received it, nor any thing beyond the fact that he was living in it. He never heard that the place belonged to Puihula, but know that Puihula had a place adjoining it. Witness knew also of a complaint made by claimants to Kinau and she confirmed Mahunes right as it had previously existed (that is as a tenant under claimants.) (v. 1/25)

17 Eli Jones Resumed fr. Page 21 May 7

P.A. Brinsmade, 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. We described to her the situation of the premises and who they were occupied by at that time. I recollect distinctly saying, it came to know whether the Government intended to buy the place, as by the terms of the convention between the Government and Lord E. Russel, 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 all the deeds for Claimant, and that I bought them to Kinau for her approval, not certain whether the King was present or not. I have never heard of objections taken by any part; and it was supposed a satisfactory conclusion both by the authorities and 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. Wrights title , but have forgotten the particulars now. Witness recollects that Mr. Wright & Francis were living together on the premises, he recollects that Kinau inquired if the Woman was satisfied. (v.1/25-26)

46 Joseph Maughan

Stephen Reynolds, sworn, deposed. In 1833 in the fall Captain Marin 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, Manini went with there and laid out their ground for a building in a small yard around it. I built the house there accordingly. I met his Majesty and spoke to him about building the House for Cap. Maun, he told me to go on and 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 and spoke to him, and he said there would be no objection to building the House and I had better speak to the King. (V. 1/26-7)

24 D. Lyons Kiwalao resumed Pge 45 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 Rooke 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. (v. 1/27)

25 J. Dudoit June 9

Kekuanaoa stated that Kahumanu 2<sup>nd</sup> placed the land in his hands, and the King gave it to Kahumanu 2<sup>nd</sup>. Kekuanaoa claims the land as the guardian of Victoria Kamapaala. 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. Laanui has a right to several taro patches.

Kekuanaoa, sworn, deposed. That Kahumanu gave it to Kuakini. Kuakini gave it to Kailimelimeli and Kailimelimeli gave it to Laanui, 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 Kahumanu gave them to Karaimoku and he to Boki and when Boki left they fell to Lilia, otherwise Madame Boki. In 1830 she was guilty of a rebellion, in consequence of which, Kahumanu retook the lands and gave them out. The principles stated above found all the claims of Victoria In this island. Mr Dudoits lease is genuine and the consideration good. Witness made it with reference to Victoria.

Mr. Dudoit stated that he had passed over all his claim in claim No. 25 to John R Von Pfister, with the condition that he would fulfill all obligations. He stated that the taro path in the South West corner of the land belongs to Victoria. (v.1 /27-28)

26 J. Dudoit June 9

Mr. Dudoits 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 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 profession, they were much afflicted to leave their houses, and I thought the proper way was to pay a certain sum of money as the valuation of their houses and property. I think the sum was \$150 to \$200 that I paid, they were satisfied with it, and left their houses and some took them with them. The Governor built the wall himself and made the boundaries. The name of one of The tenants was Malao. (v. 1/28)

27 J. Dudoit June

George Sandwich, sworn, deposed, that he knew Captain sold some boards to Keikeoewa, but he did not know what. Witness knew that some money was paid by Kahumanu 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 Kahumanu, who counted it, and she told him to carry it to Charlton.

Kahumanu 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 to me, and I carried it to Kahumanu 2<sup>nd</sup>, and she showed it to the King who was a little boy, and to Kahumanu 1<sup>st</sup>. Kahumanu 1<sup>st</sup> would not let him sign it and kept the paper. (v. 1/29)

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 Thadeus, that is the way he came by the land. (v. 1/29)

28 Keaniani continued June 10

Umi Witness, sworn, deposed. I am acquainted with the place claimed by Keaniani, 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? dead bodies can be dug up and the place was transferred to him. Witness never heard the place was to be restored to Keaniani again. Resumed page 32. (v. 1/29-30)

22 G. Kauwaina 66 Napahi June 10

Umi, 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 Kamehameha 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.

Kane, sworn, deposed. He knows claimant lived at the place which he claims at the time. Rihoriho 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.

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

Makaloa, sworn, deposed. The first knowledge I had of the premises of Kauwaina and Napahi was while Kinau was living. Witness was acquainted with the fact that there was a difficulty between Napahi and those living in the next yard. Those living there were Rum drinkers and he wished to drive them away. In consequence of that, Kinau and Kekuanooa 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. (v. 1/30-31)



29 Upai June 10

Kekuanaoa, 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 has made her will, that she had left adoby 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 Kekauluohi.

Doctor Judds, sworn, and deposed (May 12th). 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 I recalled, Hannah claimed the ground 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 it is 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 allege she was to have part of the rent for the house and that she does not claim the soil. I recollect Hannah claiming the ground, but I do not know whether she owns it or not

Additional testimony taken in Nature 27 May. (v. 1/31-32)

28 Keaniani continued fr. Pge 30 June 16

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

Kekuanaoa, sworn, deposed, he heard at the time that Kaikioewa begged that place of Keaniani, that Keaniai 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 Kaikioewa's and he was telling it to Kinau, afterwards Kaikioewa 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 don't 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 all right.

Pokii, Witness, sworn, deposed. When Rihoriho came to this Island. Keaniani came before him to take possession of a land that had been given him of the name of Naapoko. Kaumaumakea 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 Keanani to give him a place for Mr Gravier to which request he assented, and Kaikioewa gave the place to Gravier. Kaikioewa gave it to him in order that he might have a sail-maker at land, for he made the sails for the brig Beckel. (v. 1/32-33)

14 Kalama resumed from Pge 19 June 16

Kaaaka, witness, sworn, deposed. The time the Russians Were here Karaimoku gave that place to Kalama's 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 them, and left this place with his Brother, Holokualani. Holokualani stopped in this place till he died, and no one interfered with him, and when Hoolokualani died, the place fell in Kailio's hands. When Holokualani died Kailio did not live in it, until Gov. Adams took charge of the fort. When Govenor Adams came, he called all his own people, and Kailio among them, to come and live with him and Kailio stopped from that time till he died in that yard when the elder Kaileo died, the place fell into the hands of David Davies.

Hua, Witness, sworn, deposed, that the foundation of Kekuanaoas 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 sots, and now Kekuanaoa, having charge of the fort, all those things places belong to him. Under Boki, Hinau 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 Manuia, then Lilia and Paki, then Kuakini, then Kinau and her husband, Kekuanaoa who still has charge. (v. 1/33-34)

30 Kahouahaa June 16

Paahana, Witness, sworn, deposed. The claimants yard at Puukolo is surrounded by a fence built by his Father, Mere small fences surrounded the house. At the time of Kuihelani I know that his Father lived in that place. Claimant was the sole heir of his Father, who died before Kamehameha 1<sup>st</sup> Claimants aunts also lived in the same yard, all of whom are dead. Claimants Father was a Fisherman, and others lived there as assistants. There are six houses in the yard, separated by little fences.

Kaihu, Witness, sworn, deposed. The place which claimant occuppies belonged to Kiikulanipo, claimants Father. Claimant with his Sister are the only heirs. The Parents did not occupy it long, but died early, and it fell to the claimants. (Note witnesses described boundaries), the whole is now surrounded with a fence, but now by the new Road, they yard is cut in two. There are numerous houses and many people in the same yard with claimant, different occupants invited in building the fences, the whole place has belonged to claimant from the time of his Fathers down.

Kaiahakake, Witness, sworn, deposed. There are six houses in claimants 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 righteous and the wicked. They have no rights there except under the claimant. I and all the rest of us are tenants of his. resumed page 46. (v. 1/34-35)

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33 Thomas Cummins June 16

Depositions taken at the claimants house by the President, June 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.

Keauiaole sworn, deposed that Kaahumanu gave him the land claimed by Mr. Cummins at the times 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 Kaomi's riotous conduct. No person has 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. (v. 1/35)

34 John Neddles June 17

1st claim

Alexander Smith, Witness, sworn, deposed that in 1819 he left America and arrived here 15 April 1820. Witness went to N.W. Coast and came back the same day Rihoriho went to England (1824). Mr. Neddles had his land enclosed and witness was living with him. Claimant has held professions 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 W. Neddles former land was Waolani, he says the King promised him Kailua in Kolau he has about 270 head of cattle.

Mr. Neddles abandons his claim to the fish market provided the government confirm his other claims.

Resumed Page 67 (v. 1/35-36)

35 Heleheva June 17

Heleheva claims on behalf of Kahinaina, a minor of whom he is the guardian.

Barkineus Kaihele, Witness, sworn, deposed. Kamehameha 1<sup>st</sup> gave the land in question to the grandfather of the claimant of the time when Rihoriho was at Puroa and the Missionaries begged him to learn 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. 1823).

Note this claim becomes postponed till the owner himself appears, the real owner (Kahinaina) being of a mature age.

Resumes Page 74 (v. 1/36)

36 Poeha June 17

Manu-iki Witness, sworn, deposed, he is engaged in do what he can for his support, at the time the second person 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 Kawai, 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 profession of the place now in dispute and built two houses upon it, he built a stick fence around the yard and put white dobies 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 of her death of whom he does not know anything about. Charles lived a long time with his second Wife, but Witness 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 occupied it and fenced in. Previous to the time the Lascar had fenced in his place, Kalawalu 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.

Opu-nui, sworn, deposed. She lived with her husband Kauula 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 and 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. She gave charge to her husband on his death bed 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 and died. Claimant has lived with his present wife from the time of his marriage down to the present time of his land.

Moalii, 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 Mainini injured the houses and he built a fence around the house, the cattle pressed upon the slick fence. Therefore he built a more fence in the inside. I together with another servant of Charles went with the hired men to Kawaiahau to get the dirt for the fence, after this fence was built he built a long dobie house. I do not know anything 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.

Confirmation of the same claim June 23

H.H. John Young, sworn, deposed that he does not know for a certainty but he heads that Kalauwanu gave the place to Charles 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 (Wheelrights) had lived there before Charles the Lascar. If the house of Poeha stands where the wheelrights 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 claimed It, and Kalawaru put in a counterclaim, but witness does not know how it was settled. Witness thinks Kekuanaoa would know how it was settled. Witness thinks Kekuanaoa would know how it was then settled. Witness does not know any thing more. (v. 1/37-38)

31 Napahi and 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 Keoliokololoha. In 1831 when Lilia was turned out of office, my husband was appointed Steward of the King, and 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 flab house upon it to put over 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 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 Keokaulole, Aikanaka's daughter by another mother, though she does not now live on the place. Kualaula still has charge of the place under the discretion of the owner Keokauloli. I know of no right which Napahi 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. The 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.

Hua 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 appointed Steward of the King, Lilia gave him that place for Aikanaka begged it of her as a dwelling place for his servant 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. Napahi and Kapau and many others lived there under me. They have nothing to do with the place since 1836 at the death of the Princess.

Pakua Witness, sworn, deposed, they do not claim the land as coming directly from the kind; but from the King to Lilia and from Lilia to them in consequence of the office they hold.

testimony resumed Page 48 (v. 1/39-40)

37 James Austin June 24

Mr Gravier 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 and pulled down a grass house formerly standing on it. The land was enclosed. Witness went to Gov. 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, 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 and Church's share.

Testimony continued Page 60 (v. 1/40)

38 E. and H. Groves June 24

Mr. Brinsmade, Witness, sworn, deposed. I and my partners took possession of the whole of the premises now in possession of Grime H. 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 parts, he taking the wooden and grass buildings in the premises at two fifths 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 Karaimoku, which specified certain buildings and premises, privileges and appurtenances thereto belonging, the consideration given to Karaimoku was a wooden house. Mr. Hinckley sold one half to us, and removed the wooden building which

nis now occupied by Mr. Grime's Store-house together with the grass houses, all the buildings except the Stone one. I know the thing more with regard to Mr. Grimes' title to the premises which he now occupies, except his title to a portion of Wharf. The first wharf that was built was composed of a sunken hulk, which was brought over there and planted with the consent of the King and Kinau at the time of the purchase. In 1837 that hulk was taken up and the present Wharf built in the place of it, at the joint expense of Mr. Ladd Es. And E. Grimes Hc. While we were driving the spikes, the King sent for one to make enquiry about the proceeding, I and him in this house. He told me he was glad to see that work group, 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 on 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 were to me were, never agitate the subject again, the letter had 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. L. Reynolds, Witness, sworn, disposed.

In 1820 Marshall and Wilds merchants were living there, and their business was conducted by W. Babcock. The place was enlarged in 1823 with the special approbation of Karaimoku. Captain Babcock left there for Boston in 1823. Thomas Crocker then remained as their agent. In 1825 W. Jones returned and W. Crocker went home that fall. W. Jones continued the agent of Marshall and Wilds to 1834. He then sold the premises which Ladd & Co. and Grimes and C.S. now hold to W.S. Hinckley. W. S. Hinckley sold the part 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.S. Hinckley sold me the part which E. & H. 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 out his approbation when Capt. Hinckley came. Whether Cap. Hinckley or W. 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. Reynolds 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. (v. 1/41-43)

56 Eliab Grimes June 24

Wm. French, Witness, sworn, deposed. This place was willed by her Mother to my daughter-in-law a few days before she died in 1834. The Mother held the land from her relatives, 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 has continued to occupy it since 1837. Kabuiti was always the friend and protector of the Mother. Each child had a separate interest and allotment from the ancestor. (v. 1/43-44)

55 E. and H. Grimes Counter nc. 104, Wm. Walker June 24

Samuel L. Mason, Witness, sworn, deposed that Sam. J. Walker was in debt to Mr. Grimes between 1400 and 1600 dollars. I know W. Grimes presented his bill to W. Walker and he had not the means to pay him, and Mr. Grimes said he could not wait much longer for his payment, but must have security on the premises. W. 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, Mr. Grimes drew up a paper, a warranty deed, and it was read over to Mr. Walker, and he objected signing it. Walker exchanged for the premises in question the White Swan, with George a Native. Mr. Neddles holds a mortgage on the White Swan for 225 or 250 dollars.

Testimony resumed page 48. (v. 1/44)

74 Hiram Grimes June 24

Edward Brown, Witness, sworn, deposed. In 1823 I think I bought that place from the King's 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. (v. 1/44)

54 E. & H. Grimes June

Alexander Smith, sworn, deposed. This land joined a piece of land I held from Kinau. I wanted to enlarge on my yard. I leased this piece of land from Mahune. I asked the price and he said fifty dollars a year. I gave him writings, and paid 50\$ in advance. (v. 1/44-45)

24 D. Lyons Kiwalao. Continued fr. Pg. 27 June 30

Manuia, Witness, sworn, deposed. She is daughter of John Woodland. While Karaimoku was living here at Oahu, Kamehameha II gave the land in question to my father. Previous to that W. Lyons had possession of the land. I heard that it was taken from Mr. Lyons in consequence of his not paying his Sandalwood tax. Kahanaumaikai was the Tax Officer and he was the agent that dispossessed W. Lyons of the land. The tax officer kept possession of the land about a year and 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 returned to the King, and he gave it to me and my husband the present occupant.

Note Kaaine is counter claimant of the land, No. 70. (v. 1/45)

47 Kaunuohua June 30

Antonio Sam, sworn, deposed that Elizabeth and Louisa are now about 10 years old.

Keahonui sworn, deposed, when I was first acquainted with the place, it was a common. Kalawaru then fenced it in 1826 and subsequently a foreigner who was a sadler 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 Poeha no. 36. (v. 1/45-46)

30 Kahouaha continued fr. Page 35 June 30

Kinopu, 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, Kapurumanu, 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 land himself. That is all I know on the subject.

Kalawa, sworn, deposed, that he knows a woman she died, and when she died she willed the property to claimants mother, and claimant now lives there. The woman that died received the land from Kukalanipo, that is all I know. See counter claim of Kou No. 57 Kiheua. (v. 1/46)

32 E.R. Butler June

Capt. Sumner, sworn, deposed, that he does not know anything about the money except by hearsay. Claimant had some Taro patches in Kapalama, 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 has money to pay. I think Mr. Brown gave Mr. Butler some things with which he paid for some land at Lahaina.

Resumed at page 50 (v. 1/46)

39 L. D. Maigret July

Rev. L.D. Maigret deposed that Mess. Bachelot and Shore 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, exception the lapse of time they were sent away in 1831 and 1832. Some Carpenters occupied the place their expulsion. No natives belonged to the land that witness knows of.

Note. See correspondence between the King and W. Mallet, Mr. Dudoit will furnish the original copies. (v. 1/47)

40 Note. For original document see archives of government. (v. 1/47)

41 Note. To examine the Governor on the point of the transfer, and Refer to the correspondence of the King with Captain Mallet. (v. 1/47)

42 Note. To cite Wm Beckley to show the ownership of the land. (v. 1/47)

43 Note. To invite Kekuanaoa and Pekoi to transfer to the government, that the government may give to the Catholic Mission, the property in question.



John Ii acknowledged his signature to the deed and the genuineness of document from himself and Kekuanaoa for V. Kamuma. (v. 1/47)

31 Napahi and Kualaula, continued fr. Page 40 July 7.

Apii, Witness, sworn, deposed that Napahi and Kualaula's places are separate. Kuhela gave Napahi his place, Mahoi gave Kualaula his place. Kauwike gave it to Mahoi. Napahi took possession of his place about 1830 and Kualaula took possession of his place shortly after. (v. 1/48)

55 E.& H. Grimes, continued fr page 44 July 7

Wm. Walker deposed. I had a partner named James Duncan, he was a person who contracted business outside, for which I have him 700 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 firmness 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 everything settled. I commenced paying off the debt with these two notes. I said one Note I believe \$430 dollars but I never got credit for it. The next thing which passed between with Mr. Grimes gave me encouragement as far as this, he would assist me to pay off my debt. Then he agreed with me for the Cord of firewood at 6\$ per cord to be landed at Waiore beach Kolau 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 as charcoal. I told Mr. Grimes it would be more expense and I said for think and I would deliver it to him and he told me over and do best, as I was in a fair way to pay my debt sent over immediately. I had not got over one week when W. Grimes sent for me, took me down to his office when I arrived in town, wanted me 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 sworn, deposed, my recollection 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 mans 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 signed. I cannot certainly recollect whether the document was as a security or transfer. The Bill of Sale is in my handwriting, and I drew it up. (v. 1/48-49)

23 Oliver O Smith

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

Copy of the document presented by Dr Judd.

Honolulu 10 August 1844

By this writing G.P. Judd agrees to allow Oliver Smith to place a house upon a piece of land now enclosed by Wm. Pitt and on the side of the road and near the enclosure of Kealo.

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 Judd — for the Treas. Boa

Signed Oliver Smith (v. 1/49-50)

32 Edmund R. Butler, continued from Page 46 July

Doctor Judd, Sworn, denied the truth of the assertion made in the letter addressed to the Board by Claimant regarding the Witness.

Resumed Page 64 (v. 1/50)

52 John Brosseau, resumed Page 64 July

Doctor Judd, Witness, sworn, deposed. Kalili did acknowledge he had given to Claimant the land in question, but Witness advised Kalili 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 123? Vol 3. (v. 1/50)

44 G. Rhodes &.Co. July

Doctor Judd, Witness, sworn, deposed. He layed before the Commission the duplicate of a lease of 185 acres at about 15 dollars per acre dated 8 Sep. 1842. Which lease was given up by mutual consent. marked (A.)

— B — is a plot of the same. Mr Bernard wanted the 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 — and —. This forms the ground work of the present lease, and comprises 250 acres of good bottom land at 1 \$/acre. The former lease embodied up in part, 8 ? acres. In the new lease, that upland was thrown, and embraced none but good bottom land at 1\$/acre. —D-- is a plot drawn up by Mr. Alexander and furnished by Mr. Bernard at the same time, and belongs ? 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. Bernard 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 survey 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 native planting taro on his ground. I used my influence to satisfy both parties, promising Bernard he should have his full 250 acres upon a regular survey. He thought there was none. I said, Extend your plantation, them, no unless you become involved in difficulty. I promise you my influence to obtain for you a lease of what land you now have under cultivation over 250 acres at the same rate. Bernard acknowledged he had planted more than 250 acres and had exceeded his bounds. (This was Haalilios ? land, and has descended to the King by will.) Bernard disregarded my wishes about the extension of his land.

Natives were continually coming to me with fresh complaints. (Haalilio informed me that he received the land from the King, the whole land called Hanalei.) 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. Judd 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.

--F—Mr. Judd stated this document to be the genuine lease on which the claim is founded; and by which it is described. continued below- (v. 1/50-52)

45 John R. Voupfister July

Dr Judd, Witness, sworn, deposed. The only question in the case that I know of is that Keohokalole claims the land or the rent, she receives the rent at present.

testimony resumed page 61 (v. 1/52)

44 G. Rhodes resumed.

Document marked A

Translation

Lease No.

J. J. Haalilio hereby lease a certain piece of ground at Hanalei Kauai bounded as follows: Beginning at River below the Rapids, and running in a line ? sixty seven degrees east along the ancient boundary between Kaalae and Kololua, forming the South East boundary. On the South West by the Hanalei river. On the North West by the Aqueduct of Kikiula and 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 I. I. 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 J. Haalilio or his heirs or assigns the sum of one hundred and 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 and improvements thereon to J. Haalilio or his heirs or assigns the owners of the land.

In testimony of our mutual assent to the above terms to find ourselves and our heirs or assigns to the fulfilment of the same I subscribe our names this 8 day of September one thousand eight hundred forty two.

Honolulu Oahu Sandwich Islands

Signed in presence of For J. Haalilio

G.P. Judd Ioane li

I.I. Bernard

We hereby give our approbation to the above lease of land.

Kamehameha III

Kekauluohi

Note All these signatures are erased in the document now copied

Document marked –B--

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

[MAP]

Boundaries. East the ancient between 'Kaalae and Kolulua. South Hanalai River. West the alapii of Kuakea. North a line beginning at the alapii of Kuakea and measuring N 50 E 96 poles thence East 112 poles thence ? E 212 poles thence S 45 E 75 poles to the boundary between Kaalae and Kololua.

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

Document marked –C—

A description of Plantation desired by I Bernard Esq. in the Valley of Hanalei, which also includes his present lands.

On the west side of the Hanalei River, beginning at the aqueduct called Hakiko, the eastern boundary of Ornales Titcombes plantation and extending up the Hanalei 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 Alapii of Kuakea and extending up the Hanalei River to the mokuna between Kiloa and 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 I. Bernard Esq. 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 alapii of Kuakea 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.

Waioli Kauai Nov 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.

Plot of the plantation described on the other page.

[MAP]

Document marked -D-

[MAP]

5 Kaulai 1.50 Kapohole

Kumakumailu 3 Haukiko

5 Puhipuhi Ohiahole

5 Pupuahoi 5 Kilio

10 Limanui 10 Manoea

5 Kuhaku 11 Luna

1.50 Kauna 6 Palekoae

2.50 Hanapau 5 Puuone

The red represents the pencil marks

Referred to in document D Page 51

Document marked -E--

[MAP]

Document marked -F-

Translation

Lease No.

J.J. Haalilio 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 Hukiko the eastern boundary of Mr. Ch. Titcombe's plantation and extending up the Hanalei 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 Alapii of Kuakea and extending up the Hanalei River to the mokuna between Kiloa and 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 ravine to fence his land from depredations.

To I. 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 J. Haalilio or his heirs or assigns the sum of Two Hundred fifty dollars, as followed for said land, and when this lease is fully expired, he is to restore the said land, together with all the buildings, enclosures and improvements thereon to J. Haalilio 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 fulfilment 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 presence of, For J. Haalilio

G.P. Judd        Ioane li

I. Bernard

We hereby give our approbation to the above lease of Land.

Kamehameha

Kekauluohi

Testimony continued below (v. 1/52-60)

37 James Austin, resumed from Page 40 July

Stephen Reynolds, sworn, disposed that he bought the place of Mr. Gravier, 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. Deadman 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 assented on rights while witness owned the land, nor has he ever known 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. (v. 1/60)

44 G. Rhodes & Co. continued from above

Mr. Rhodes stated that Mr. Bernard in the first plot released a piece of land from Haalilio's attorney, consequent of a certain number of acres in Hanalei valley, but on Kauai, when he took possession of the land he found it 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 9/10th is utterly useless to any one.

Mr Vonpfister stated. I purchased the land my myself, the lease purchased was made public by the Sheriff, and all Mr. Bernards 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 46

45 Mr Vonpfister, continued fr. Page 52 July 14

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

Kaauai, sworn, deposed that Keohokalole owns the ahupuaa in which the place claimed by Mr Vonpfister is situated. It descended to her from her ancestors, it is one of the fixed lands in that family. Mr. Vonpfister conversed for with Pakea, Pakea sent him to the King, and the King sent him to Keohokalole. (v. 1/61-62)

48 Kehanaumaikai 14 July

Paki sworn, acknowledged the the transfer of the land to be genuine to Kehanaumaikai.

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, a colored man, do bargain grant sell, and by these presents have bargained, granted and sold to the Native called Hanamaiki for and in consideration of the sum of Thirty dollars to me in hand paid by the Chinaman called Jyhung, the receipt whereof I do hereby acknowledge, all my right, title and interest in the yard, dwellings and premises, owned, occupied and belonging to me, in the village of Honolulu, adjoining the premise lately occupied by William Johnson Barber deceased.

To have and to hold the same from all persons, claiming, demanding and assuming by or under me, free from encumbrances, 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 and delivered in presence of

Stephen Reynolds

Hiram Grimes

William Wallace X his mark (v. 1/62)

51 Henry James July 15

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 Keikeoiwa, Maukeoewa ejected him from that land and farmer came up here to live, and Witness heard W. Charlton often say to farmer, Go and take off as much as you want for a house lot (on the land in question); observing it won't be a good place to work upon Sheep with W. Robinson.

The Father of Claimant who took possession of it died about 1834.

Resumed at Page 151 (v. 1/63)

55 E.H. Grimes, continued fr. Page 49 July 21

Becoming No 146

George (Keoki) 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 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 natives that have any right to the place. A house standing towards the River was taken up and 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 No. 146 Page 122. (v. 1/63)

32 E.R 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 Kaawaile. 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 Pouou at Lahaina was given to claimant by Kamehameha 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 Lahainaluna. The part he now occupies is in two pieces. (v. 1/64)

52 John Brosseau, continued from Page 50 July 2-

Dear Lu, Waioli July 14 1846

Some time last year John Brosseau, a Canadian Frenchman called by the natives Bate) 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 and forwarded to Doct. Judd. In this communication was a statement that the land he wished to lease of the Govt. had been given him some time previously by Kalili, then Konohiki of Hana or that Kalili had given his consent to his (Brosseau's) occupying it. To this statement Kalili agreed and signed his name to the paper. Brosseau being lately at Oahu, says he called on Dr Judd about said land and it was directed by him to Mr. Robertson who has charge of Govt. papers, and said paper was not to be found. As it is supposed to be lost. Brosseau 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 Governmt.

Mr. Richard Esq. Honolulu Signed E. Johnson (v. 1/64-65)

59 Kuanea July 29

Waina, Witness, sworn, deposed. I have no connection with claimant except through the friendship of our Parents. I am acquainted with Kahukini the name of the land which formerly belonged to claimant, he held it under Gov Adams. Claimant inherited it from his Father, the ahupuaa belonged to Gov Adams. Claimant had possession of the land a long time. Claimant left the land and came down here about 3 years ago perhaps. When Kekuanaoa went recently to Hawaii he took the land from him. It was taken from him on account of claimants residing at this place away from the land. Claimant left it in the care of Lumahina. The taxes were paid, and there was not fault in the occupant. There was no other charge besides claimants residing at the place.

Note. Witness appears to defend entirely on claimant for his information.

Testimony resumed Page 69 (v. 1/65)

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. Boki who wanted him to go in the Thaddeus and Karaimoku would not let him go and 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 (v. 1/65)

63 Namauu Aug. 5

Puao, Witness, sworn, deposed. He is a servant of Namauu, and lives under his protection. The place in dispute is a landing place for canoes. Witness heard Namauu say to Keaveruaore leave that place vacant for a landing 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 Namauu obtained rights in the place.

Mr. John li sworn, deposed. When the former King went to England Namauu's Sister lived on that place and Claimant often lived there with his sister, until the return of his sisters 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 knew 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 adjoining the place in dispute. Keaveruaore was about close up Namauu's place on the sea side so that canoes can not be taken in. Namauu proposed to him to leave the place open as a landing place, and he consented. Keaveruaore was the tenant of the place, and

therefore Namauu made the request of him. This talk took place about 1836 for which time the place has never been closed.

Keaveiki sworn, deposed, he lives in a yard adjoining the disputed plot. Keaveruaore 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 Namauu.)

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

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

Mr. John li testified that he knows the slip which Namauu gave to Keaveruaore formerly belong to Namauu.

Note. The counter claim of Namauu appears to be merely a claim of road. (v. 1/66-67)

62 J. Rives See claim of Ahu no. 6506, page 170, v. 10 Aug. 5

Janesh Rees, Witness, sworn, deposed, he arrived here in 1819 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 limits, he does not know of Mr. Rives 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 (v. 1/67)

34 John Neddles, continued from Page 36 Aug.

(No3)

Kekuanaoa sworn, Witness does not recollect Kailua ever having been promised to claimant, but recollects when the King leased some land to Dr Rooke, there were some Kalo patches of Neddles included in it. Neddles complained to the King; and the King replied he would look up some more land for him, and King ordered Haalilio and myself to find some land for him. Both the King and Kekauluohi gave us the order. We inquired where we should look, he replied look in Kailua. We replied perhaps he would prefer land here in Honolulu, it would be better to inquire of him. Needles said he liked a land in Kailua by the name of Hauliwai. We then inquired of the Head of Kailua who told us that Hauliwai always went within the Ahupuaa and then the Chiefs said to us let that alone but look for another ili in Kailua. Haalilio looked and found another ili and offered it to him. He went and looked at it but still insisted on having Hauliwai, and complained anew to the King and has continued his complaint down to the present time. Needles did not own Waulani, but owned some Kalo patches in it under his Father in law. Waulani belonged to Keikioewa, but was in possession of Keaniani.

In relation to No1 under same claim.

Witness says, when he returned from England, Neddles was living a little distance from where he now lives and incommoded me and 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. (v. 1/67-68)

53 Kaailauhala Aug. 1-

Kekuanaoa, sworn, deposed. When we arrived from Hawaii in 1822 the place was vacant. Kahumanu ordered a couple of people to live there called Paarena. When we returned from England in 1825 there was a school house built there, and Laanui was teacher. The father of claimant was one of Paarena. When Boki left here in 1829 with claimants for Boki gave charge that claimant should inherit this place the other property of his father, including an Ili In Kaalihi.

The counter claimant Punahili was connected with the same company as a Paarena and went to the King to get a portion of the same yard secured to him after the death of Kinau. The King spoke to me and Kekauluohi 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 this 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 Pekoi with orders if he would not give it up without, to take it by force and divide the yards which it was done. This was done in 1840. Resumed Page 72. (v. 1/68-69)

59 Kuanea, resumed from Page 65 Aug.

Testimony deferred until Kekuanaoa who is counter claim shall produce his statement. (v. 1/69)

62 J. Rives, continued from Page 67 Aug 11

Hoolau, Mother of claimants, sworn, deposed, the yard formerly extended from Rob. Davies's place to Mr. Brewers, the yard was about square. It was bounded by Egypt 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. Kekuainuruma, sworn, deposed that the yard extended from Charlottes yard and Brewers joining to Peters on one part and runs on to Pakeo on the other. Rives let out one part of it to Hamet. She thinks Rives sold it to him. Afterwards Paerse took Kaahou for a wife. Kaahou divided the yard again, after that witness heard Pearse then went to the king upon opposition and the King then said, Pearse, 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 divide the part of the yard that was left, again, between Pearse 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 Afung. From that time to now the chinaman and 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. 307 v. II (v. 1/69-70)

68 Kapahoanui Aug.-

Naaone, sworn, deposed, that witness was first wife of claimant's husband. When the Russians were here, witness' 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 until his death. Claimant's husband gave a portion of the yard to Puaa which he still occupies.

Resumed Page 72 (v. 1/70)

69 Kaniau Aug.-

The counter-claim and Punahili was connected with the same company as Paavena and went to the King to get a portion of the same yard secured to him after the death of Kinau. The King spoke to me and K'ekauluoli about it and told us to give a portion of the land to Pualaili. 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 the 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 Pekoi with orders if he would not give it up without, to take it by force and divide the yard which was done. This was done in 1840.

Resumed Page 72

Claim, No59. Kuanea resumed from Page 65 Aug

Testimony deferred until Kekuaauavu who is counter claim shall produce his statement

Claim No62, J Rives Continued from Page 67 Aug

Hoolau Mother of claimants sworn deposed. The yard formerly extended from Rob.' Davis's place to the Brewers, the yard was about square. It was bounded by Ogyet on one side and by Peter on the other. My husband divided it to 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. Kekuainuvuna sworn deposed that the yard extended from Charlottes yard to Brewers joining to Peters one one part and runs on to Park

on the other. Rives let out one part of it to Hamet. The Hinly Rives sold it to him. Afterwards Peasse too Kaahou for a wife. Kaahou divided the yard again, after that witness heard Peasse and his wife were going to take the yard altogether. Peasse then went to the King upon opposition and the King then said Peasse you may have it, but under your Wife. The King told witness he would look for another place for his, 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 Peasse and herself, and she might live in her part, and they live in their part and they did so. Afterward witness swapped her place with the Chinaman Afing. From that time to the chinaman if herself have held possession of their places to the present time. This happened a little before Lord Pailed comes here.

Witness is the sister of claimants Mother.

Resumed P. 307.V.II

Claim NO 68 Kapahoanui

Naaone Sworn deposed that witness was first wife of the claimants husband. When the Rubians were here, Witness husband occupied the place which claimant feels is her claim for her husband afterwards forsook her, and took claimant for his wife, they lived there til his death. Claimant and husband gave a portion of the yard to Puaa which he still occupies.

Resumed page 72

Claim NO 69. Kaniau

Kaaiaweaweu sworn, deposed. He is claimants attorney and confesses that they claim only in behalf of the children of Kawailepolepo, 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 Kaapuiki and Kaniau should have the property in their care in the interim, and then deliver it up to them.

Note for the decision in this case refers to the testimony taken in Kaapuiki's claim No. 3. (Page 9)(v.1/70-71)

72 D.L. Higgason Aug. 12

M. Bent, sworn, deposed that he was witness to the facts stated in the claimant 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 heir it should go to them. There were no Natives on the land at the time, and it was given in the usual way 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. (v. 1/71)

50 Kalaiheana Aug. 18

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 Rihoriho, 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 has particularly belonged to Kalaiheana was the portion which he now occupies. Kalaiheana is the heir of Paapaa and has now the possession

Note unknown by whom or when erased

Note The Board resolved that this claim be postponed until the land is surveyed and a clean draft presented. (v. 1/71-72)

60 Thomas Hunt Continued from Page 65

Namahana sworn deposed. I have charge of the land ever since the time of Rihoriho and my Brother had charge of it previously. When I first had charge of the land it was owned by Karaimoku and he gave it to Mr. Hunt and took charge of it. But the foreigner Mr. Hunt was dispossessed before Rihoriho went to England. Karaimoku was offended with the claimant in consequence of his being frequently intoxicated and not being able to attend to business and gave it to the former Lord Moehau. It remained in the hands of Moehau till he died, when he died it descended to his wife. She married Kahiana and it became his, he died about 1830. When he died it became Kekauriki's and he has possession of it still.

Continued page 149 (v. 1/72)

68 Kapaheanui, continued from Page 70 Aug.-

Kumalawaa sworn, deposed. The claimant now lives in house near the river on the 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 place claimed be surveyed and laid before the Board.

Continued Page 46 Vol 2. (v. 1/72)

53 Kuailauhula, continued from page 68 Aug. -

Pekoi sworn, deposed. I know nothing about the arrangement of the claim. Kaaolauhala and Punahale had appealed to the King about the difficulty, and about 1842 I received orders to attend to it myself. We went to the Governor and he sent Kuanaoa with me to look at the yard and settle it. We examined and found a crooked fence running through the yard and dividing it into about equal parts. We went and reported to the Governor that it had appeared to us equal justice was done to both, and the Governor replied that if we were agreed to it then it was settled. We told him we were agreed, and that division has remained down to the present time.

In relation to the previous rights, although I do not know much, yet I do know that they both lived there and has lived there many years even from the time of our Rihoriho. When it was decided by us in the

presence of the governor, Kaailauhala refused his assent, the Governor said to him, why do you refuse your absent to that already decided by the King? you cannot do it, it is ended. As the decision was executed, that I supposed, was the end of it. (v. 1/72-73)

73 Umauna Aug. 23

Honokaupu sworn, deposed. Witness's mother and her husband named Pimoku we're living about 20 years ago on the Premises of claimant in Honolulu. After that his mother went to Maui he does not how longer after and witness saw Unauna living there in his mother's absence. He heard afterward that his mother left this place to Unauna, And he heard at the same time that the land was left in the same way to claimant, but cannot state particulars as to the person he heard it from, nor can he state from whom his mother got the place. Witness believes she was living at the time under Kahumanu. Claimant stopped at the place till he went to Kauai to live, and does not know if he left anyone in his place to live there. Unauna lived there between 5 and 6 years before he went away, he went to Kauai about 3 years ago.

Halali sworn, deposed, about 23 years ago. Witness knows Unauna's Mother was living there, he does not know how she got the place. Unauna's mother stopped there about 7 years. When she left a woman named Puea lived in the yard but witness does not know who claimants mother gave the place too. After that he saw Unauna living in the yard but he does not know how he came there, he stopped there before he left this island and went to Kauai.

L. Kaauwai sworn, deposed, he heard it from Kainaina claimants mother how she came by the place. She remain there because she became religious, no one was living there, She put a house whom the ground because it was near the Mission. The mother of Unauna remained there till Unauna 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 land in the country) but Unauna said, all your sons and daughters are here I will go down and take your place. He 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 Kauai. (v. 1/73-74)

13 Nakaokoo Sept.-

Claimant and the occupant of the land consenting to a private adjustment of their difference the claim was finally terminated. (See transactions Page 27) (v. 1/74)

35 Helehewa, continued from Page 36 Sept.-

Hoomoeapule sworn. deposed. Witness knows the claimants have 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 own 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 buy the son or any living thing about his last will in the affairs.

Umiarua sworn, deposed, that Kamehameha gave the land to the Grandfather when he first came to the Island. When Kauhikane died he left it to the grandchild Kahinaina. His own son Kulauka came to live on the land afterwards under the grandson. When Kulauka died the land was delivered to Kahinaina. 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 all together, Kauoaa is her name. (v. 1/74-75)

80 Mataio Keoki Sept.-

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

Kaapuiki sworn, deposed. The place claimed adjoins mine. She obtained the place by exchange with Walker about the time of Kinau's death. Walker had lived there a year or more, but I do not know how he obtained it. The claimant has not been disturbed in his profession since the exchange. (v. 1/75)

77 Lorrin Andrews Sept. 8

Doctor Judd sworn, deposed. This land leased by Kekaulohi to Mr. Andrews was placed in my hands for the collection of Rent he paid to Kekauluohi 20\$ per annum. At her request I remitt the sent 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 sometime previous in the presence of some persons unknown.

See testimony of Kanaina in Hawaiian Book taken 16 June 1847. (v. 1/75-76)

79 Napehi Sept. 8

Paki sworn, deposed. The fence was crooked. I did not know anything about the place but Liliha gave me orders so I went according to her instructions. Puuahele said don't give it, it is our place. That is all my talk with her about is. The crook was given to Capt. 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 10 Vol III (v. 1/76)

81 Joseph Booth Sept 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 one to sell this enclosure. Having received some offers for it 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. 9 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 instead of asking his permission to purchase it and enquire if the sale would be final.

I went down to the Gov. with W. 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 Byrnes, 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 Kinau. I think he said he measured it out himself, and Kinau commissioned him to mark



out the place for his services to Rihoriho. He observed what Kinau 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 here after. The last words Booth added were. I am looking out for a Keiki. After leaving the Fort I recommended Mr. Booth to take the deed to Mr. Ricord or Mr. Judd. I am not sure which, in order that no difficulty might ensure. Sometime after I heard Mr. Booth's title to the Land was disputed. I had the money in my hands which Mr. Booth paid me, I notified Byrne that his Title was disputed. I then received the letter from Byrnes about his services rendered and validity of the title. I know Byrne rendered the services he stated to the King. I also use Byrne built a house on the land and dug a well there.

Kekuauaoa sworn, deposed. I gave my approbation to Booth buying the place. He told me he was buying it for his children. The King and Kinau gave it to Byrne in consequence of Byrne teaching Rihoriho. (v. 1/76-77)

82 Thomas Phillips Sept-

The original document produced by deposited with the Commission.

Page 432 Vol. II For copy and Register page 92 (v. 1/77)

83 Thomas Phillips Sept. 8

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.

Karaimoku sworn, deposed. Mr. Phillips went and spoke to the King, he sent to witness and he went to the King. Phillip's 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 and entered into a long house, where was the apparel of the Ritaita, where we conversed together and I pointed out the place to him but did not measure it. Hoopili had given orders to give the house to Phillips, perhaps I am mistaken on 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 anything further about it.

(At this stage of the evidence a letter from the King was received by the Board, in which his Majesty acknowledged have given the premises to Mr. Phillips.) (v. 1/78)

84 Thomas Phillips Sept. 8

Mr. Miner, sworn, deposed. I know Mr. Phillips had possession of the land claimed in Lahaina, 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 Kekauonohi at the time Hoopili gave me my building spot, he pointed out the bounds below a large taro patch. A Native who was standing there said, that land belonged to a Houru. Phillips and I could not then take it. He pointed out another land on the upper bank.

This claim is suspended until the arrival of competent testimony. (v. 1/78-79)

85 Thomas Phillips Sept 8

The original deed was deposited with the Board.

See Page 401 Vol. II. (v. 1/79)

97 Thomas and Fanny Phillips Sept. 8

Henry Sea, sworn, deposed, that after the Jury case decided that the Governor consented for Mr. Phillips to be the guardian to the child which gave satisfaction to the British Counsel Gen. Phillips called on the counsel and 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. Gen'l. Miller asked me if I would object to sign the Bond of Phillips. I said I should not object. Dr. Judd I believe it 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 it from Phillips. I then went to Tahiti and when I came back I heard all of it had been taken from claimant again, which very much surprised I understood it was done by the Governor.

Waolani, 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 out the property of his Brother in law, carpenter's tools and I had nothing to do with the land. I went with authority to deliver up that property which belonged to his Brother in law. The Governor said nothing to me about land. Claimant insisted upon the land and measured it. The Gov. 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 and 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 clever 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.

Kekuanoa, sworn, deposed. He did give orders to Waolani 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 for the South corner of the house to the road fence, and for the East corner of the house to the road fence. I did not give him the part leeward the Sea.

David Owen sworn. deposed. The place adjoins the one that was mine in the country. I believe the woman that is Phillips sister owned the place formerly. I have been up and down 20 years, but did not know any thing of the land. I was at my premises when Phillips, Macdurment, Crittendon and Robert Kilday came there in the afternoon. The Governor came there. Phillips and myself with the others went out 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 and which he would give her three days to take her house away. She owned the door, he said it was his property. The Governor then left and rode up the hill. I turned to go home when Gen'l. Miller and a young lady, and me and Phillips and stopped to speak. Gen'l. Miller asked Phillips how it was about the land. Philip said the Governor has just delivered me the land. The Gen'l. rode up to the woman's house, and she cried as she sat at the door. The general spoke but I do not hear what he said and then rode away. The woman still lives in the house, she put a new door in it.

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

It was confessed by the Parties that Keahiamakani was the Landlord or Proprietor, and Kaokipau the Tenants implied in the Will.

Keahiomahani gave the two lots to Sally White Mother of Kaohipau in 1831 and held them till 1844 when the parents died. (Found at the Phillip's statement.)

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

Mr. Bastion as attorney for Claimant put in a document relating to questions put and answered before the Jury countered 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 and 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 Office Honolulu

I certify that the above is a true copy of questions submitted to the Jury empanelled to enquire into the meaning of the will of Hoomai late deceased, and if the answers to the questions thus propounded, which questions and answers returned to the Court of Probate of Honolulu Oahu, Hawaiian Island by the said Jury as their verdict in that case.

John Ricord

Attorney Gen'l. H. H. Majesty

Polynesian June 29th. 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 it over prerogative to appoint who is pleased to be guardian in the absence of a guardian named in the will.

Will. Copy of original.

Homai

Honolulu Oahu Jan 8<sup>th</sup> 1844

This is the Will of Homai

All the Property of my child Kaohipau and deserved from my wife (woman) Kalama and my friend (second husband the carpenter. This is the Property:

Two Saws

Two planes for wood

The Planes

Three Chisels

One Hammer

Our tortoise shell comb

A cloth Partition

A canoe in charge of Kapakuakini

Those articles are the property of my child called Kaohipau.

This also The Field.

My child is to live under Keahianakani.

A correct translation. By me. Written by Kapu

G.P. Judd

Appointment of Guardian Ce 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 and bequeathing all his Property to his said Son Kaohipau without appointing him a guardian and 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 with 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 this Kingdom, rent his freehold state 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 to twelve years to be your ward, watch over him in all respects with ease 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 and Seal

This 24th June A.D. 1844

M. Kekuanaoa

PG 83

Sept. 15 Maikai sworn, deposed, as we went out from the former examination of this subject, I heard Kohiamai speaking and I asked him whether Waolani has 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 and said to

the Governor. I went to measure it and they objected. The Governor replied, Go back and divide it , and of they object then they shall be driven away and we kept still. Kohiamai appeared before the Board and acknowledged the above to be true.

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 and divide off the place. Waolani in obedience with the orders went in company with Mr. Phillips & Macdurmen d. Waolani pointed it out that Macdurment measured it. After the measurement Waolani returned to Kekuanaoa and came back to us and reported that Kekuanaoa confirmed the measurement, and said it was all right. Kohiana at that time objected to the measurement and tried to drive us away. When Waolani reported their objections to Kekuanaoa he came back and said it was Kekuanaoa's decision that if they objected to the decision he had made, they themselves should leave the yard. When Kohiamai heard that he was silent. Waolani confirmed the previous marks and 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 measured the land and then returned to the Sea side.

Resumed Page 383 Vol. II (v. 1/79-84)

86 T. Phillips Sept. 13

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

The old foreigners living in the place would be most likely to know about these facts. (v. 1/86)

78 Nakahonu Sept-

Kaawaiaina, sworn, deposed. I am acquainted with claimants place, it formerly belonged to myself and husband. It was given to my husband by Kamehameha 1<sup>st</sup>. She was living there at the time of the battle of Nuuanu, 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 and 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. Claimants father. Keiui 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 Kaioekaili enclosed the place with a stick fence and about 1836 the present mud fence was built. Kaioekaili also built the mud fence.

Paanai sworn, deposed. I am acquainted with the claimant place of residence in Kikihale. He received the place from Makuru his father, who received it from Keiui. Keiui received it at the time of the Battle of Nuuanu. It was enclosed with a stick fence from the time of Keiui down to Makuru. At the time of the Russians when I first became acquainted with it the yard belonged to Makuru, and there were many of his dependants living with him in the yard. After the death of Makuru the stick fence was destroyed. There is no fence at the present time.

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.

88 Kekuamanoha Sept. 15

Kelelowalu sworn, deposed. Claimant has lived in the yard from the time of Liliha down. The yard belongs formerly to Punurua at which time there was no fence around it. I do not know how he obtained it. I lived there as early as 1823, the place was vacant and we all went there and lived, without being dependent on anyone, and a long time after claimant and his sister came there and lived. When I married then I left the yard to claimant and went to live in another place. At the present time Punurua is claiming a portion of the yard which does not belong to him and is here by oppressing claimant.

Kuihelani 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 Boki 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 of whom have rights of their own. Kekuamanoha does not own the whole.

Kuluhinu, sister of claimant, says Punurua gave them the place and they fenced it in, I have lived in the undisturbed possession for many years, but since this Commission he is claiming the whole. (v. 1/86-87)

96 Kaeo Sept. 16

Kaniho sworn, deposed. I know the land claimed by Kaeo, my husband Kauriki gave the place to claimant soon after Boki's return from England. The place was a common and we had taken it up several years before, we were never interfered with nor has Claimant been from that time down.

Kuluhinu sworn, deposed. About 1830 the place in question was a common. Paehere took it up and enclosed it with a fence, dug a wall and 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. Kaiuniu's time. When the roads were laid out they cut off a portion of it, and claimant built a fence along the side of the road and a mud house, and has occupied that yard down to the present time.

Kaukeneu sworn, deposed. The place in question was a common without house and fence or well or anything when Paehere took it, built a house, fence and well. His wife was sick, they went away, she died. He came back in want and sold the premises to claimant for \$20 which claimant paid him. She enjoyed all the rights of Paehere until the roads were made, which cut off a piece of her land. She built the fence along the road and the house, and has lived unmolested down to the present time. Afterwards claimant's husband returned from a voyage and gave \$20 more making at 40. (v. 1/87-88)

90 and 91 Kepane Montgomery Sept. 16

Umiokalani 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 Karaimoku at the time of Kamehameha's return to Hawaii and houses were built on it by Kuihelani at the orders of Karaimoku. Mr.

Winship lived there till he left the islands, and when he left, willed the place to his daughter and appointed Manini and Holmes guardians. It was enclosed with a stick fence by Mr. Winship and afterward 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 she went occasionally, and lived in a house which Mr. Winship built, for the houses built by Kuihelani were destroyed. Manini had a separate place beside the yard in which he lived himself. He built a bullock pen outside. Winship made a fishpond 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.

Kahoani sworn, deposed. I was acquainted with father of claimant, Winship. He had a building lot in this Village adjoining Mr. Manini. It was given him by Karaimoku. He lived there a long time and his child was born there, and she lived there until 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 more 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 Claimant was not the spot formerly surrounded with a fence, but is on a spot occupied by Winship servants.

David Lyons sworn, deposed. I knew Mr. Winship. I know Karaimoku told Kuihelani to give Winship all that strip between Manini's and Mr. Ladd's. Capt. 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, I went voyages. I do not know what he did about the land when he went away. I know Winship made a fishpond. He had two lands Pouala, Pearl river, and Kalohine here.

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 Pitt. As far as I recollect he occupied the place off and on 8 or 9 years. As far as I understood when he left, he left the place to his daughter, and Manini was the guardian, Capt. Winship made the pond as far as I know. I have heard he had lands in other places, but do not particularly know.

W. Young proceeded to the house of Kamakakoa and took testimony.

Resumed page 91.

Claim 91.

Umiokalani sworn, deposed when Winship was here he had a land at Ewa, named Poula. Karaimoku gave to him, that, and another at the back of Honolulu named Piwae was given him by Karaimoku. Those 2 lands belonged to him. His brother had another by the name of Kaluokine in Honolulu where he made a fish pond.

Resumed page 91. (v. 1/88-90)

92 to 95 H.H. Jones Sept. 16

Pehu sworn deposed I heard Kamehameha 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 and children. No one has ever interfered with their occupation of the premises down to the present time.

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

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

In relation to the land of Kapalama, I have heard it was given by Rihoriho 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, and Davies said to Rihoriho if I had a few more taro patches it would be a fine place. Rihoriho 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 Hannahs possession down to the present time. In relation to the premises where she lives 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.

Re 538 Upai Counter Cl. (v. 1/90-91)

90 Kepane Montgomery, continued from Page 90 Sept. 22

Kiaimoku sworn, deposed. I know the place claimed by Kepane Montgomery,. though I cannot exactly state the boundaries. While Kamehameha was alive Karaimoku gave the place to claimants father and directed Kuehelane to build a house on it, and make over the house and land to his friend.

He did not give it forever to be transferred forever from children to children. When Winship went away he left his wife and daughter in the house, I do not know how long they continued to occupy it. I was here 3 years and went to Hawaii, and came back and they were there then. The place was then enclosed with a fence of sticks, it included the place now fenced with stone occupied by M. Manini's children. At that time Manini's place was separate on the west side of the road and Winships on the east.

Kahea sworn, deposed. I was acquainted with the premises occupied by Winship. Karaimoku gave them to him while Kamehameha I was living. The premises extended from the extension down to the sea side, and were divided by a little half from Manini's, running into the sea. In former times the was no fence round them nor round Manini's, but Karaimoku gave them to Winship. He built a stick fence which was a by Kuehelani. Winship lived there a length of time. When he went away, he left the premises with his daughter. My Husband lived there also under Mr. Winship. I left the place in Rihoriho's time, and went down to Moanarua. I do not know the time claimant was dispossessed, it was after I left. Winship appointed Manini to be guardian of claimants and associated Holmes with him in guardianship, and his wife and servants were placed under them. The servants were to be under Mr. Winships wife, but after she died they were to be under the daughter. Manini and Holmes were the Guardians of all. I know of a trunk of clothes which was sent from the U.States for Manini, 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 Kekuamanna to build a fish pond in front of the land.

Kahoovaha 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 Kereu.



Karaimoku gave the place to Winship. It was separated from Manini's premises by a small path. I never heard Karaimoku say anything about 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 sills which he imported himself, he also hired a fishpond to be built. When he went away he assigned the premises to claimants mother, and she lived there with her daughter. Claimant was left in care of her Mother, but Holmes and Manini were her Guardians. (v. 1/91-92)

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90-91 Kehane Montgomery, continued from Page 91 Sep.-

Kiaimoku sworn deposed. I do not know anything about with fishponds, they were made when I returned from Hawaii. I heard Winship 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 Winship had a land in Pearl river named Pouala 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. Rihoriho took land gave it to Kamehamalu in connection with the district. After Winship went away, his wife and daughter lived there for a time. In former times there were fish ponds connected with the lands. I do not know whether Winship built any new ones or not. I lived from my birth till his death with Karaimoku. I was his adopted son. Winships Brother had a land in Honolulu, Kalouahine.

Kapea sworn, deposed. Mr. Winship had a land named Piwai given him by Karaimoku. It was taken away in time of Rihoriho, but I do not know anything about it. Winship gave the land to his wife, she gave it to her Parents and relations. Claimant used to receive food from that land while we were living there together. He also had a land named Pouala 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. Manini asked for a place of Karaimoku to plant grapes, for want of a suitable one, he asked Winship for one and he gave him that. Claimant and her mother also lived on this land for some time, he also hired a fishpond to be on this land. The people from that down have called the Pond Umiahapa. He also built taro patches on the land, and gave one to each of his wives. Manini lived on the place before the arrival of Winship. When Winship first arrived he lived in Karaimoku with Manini, and when he asked Karaimoku for a place to live, there were no houses to the east of the Maninis and Karaimoku told Kuehelani to give him that place.

Kahoouaha sworn, deposed. Winship had a land in Kapoula named Piivai, committed to the charge of Parental relations of claimant, she received a portion of her food for the said land. Claimant was dispossessed of her land in Rihoriho's time. Claimant had another land named Pouala in Pearl River. Claimant and her Mother lived on it at one time. There had been a large fish pond of old time. Winship made no fishponds nor taro patches there. He had another land here named Kalouahine, given by Karaimoku he built a fish pond on it, the name of it is Kalovai, he also built a kalo patch named Hourai. He was dispossessed of the land in the time of Rihoriho, but does not know by whom Manini was the first man who came and settled on the premises. I was a married man at the time Winship arrived. The land where the King and is was Winships. Manini got it in consequence of living in the same place as Winship and being of one mind. Winship lived with Manini 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.

Sep. 29 Same claim continued.

E.R. Butler sworn, deposed. I know the place which Winship formerly occupied, it was where Montgomery now occupies. It had a stick fence, but I do not know the exact dimensions. It borders on Manini's. He got the grant from Kamehameha I. 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 and 1811 he got the land, and he left Manini his Executor. I believe in 1820 his property was left to the Child as far as I have any knowledge, the place reached down to the water's edge and there was a pond Winship built. I know Kamehameha sanctioned building the fishpond. I know Winship and Manini's land was separate it by a high stick fence. Kamehameha had possession I believe before Winship. Winship built the house and fence. After he left I do not know who occupied as I was absent. The place was left to the daughter and she occupied it. I know of a fishpond 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.

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 and Win Davies and Holmes' at that time with things being coxswain 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. 1812 he was here, and living at Manini's. Whether the house belonged to him or Manini I cannot say, but our Captain lived and messed there. In 1813 our vessel with others came from China this way to the U. States, being wartime. 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's side there was a passage between the land and 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 Abiel Winship I referred to. I could not say positively that it is Manini's land or that it is Winship land. I recollect Jonathan and Nathan Winship being here.

I always heard and believed that Winship went to Manini's, and when they came from sealing they wanted to get a separate establishment and being with Manini (as was the the custom) went to Kuehelane with Winship, and stated Winship wanted to build a house there, and Kuehelane said, Well build here.

Capt. Sumner sworn, deposed. I came to this Island about 1810. I knew Nathan Winship. I cannot say whether Winship or Manini owned the houses. I often went there, and eat and 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 anyone ever giving Winship land; there might be. There was a Kalo patch at the back of Manini's 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. I always understood Manini and Holmes has charge of the child when Winship went away. After Winship left Manini 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. I always heard Kepane was left in charge of Manini and Holmes. I know Winship built a fishpond by the water's side.

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 Manini's yard when he came ashore, I do not know in whose house, nor whether he occupied any land. I only know he always told us to carry to Manini's house anything he sent ashore. I always understood it was Manini's, all the Captains went there at

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

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 and 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 Manini and his heirs. Manini was my linguist, and he often spoke about the Winship 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 Manini. Nathan Winship stated to me that he had given up the houses he had built to Manini in consideration of his taking under his protection, his daughter, and a girl of the name of Ruggles. Manini 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 Manini 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 Manini's or Winship's. I have understood the girl was left in Manini's charge. I know Winship built houses on the ground. He occupied the stone house. I do not know how long Kehane lived there. Between 1810 and 1837, she used to come to my store and get goods. I heard that Winship had granted fishponds and Kalo patches for the time of his residence on the Islands. I do not know he had built any fish ponds.

Pokii sworn, deposed. I knew claimant's father in the time of Kamehameha. Kuehelane, Manini and 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 Lahilahi, and the boundaries on the North west side are a little to N.W of the stone house which Manini built, it was all occupied by Manini. There were no fences like those of the present time, but merely like yard fences. Manini built the stone house previous to the arrival of Winship. A lane of houses containing the eating and sleeping houses for men and women and cook house ran near where Lahilahi's house now stands and the stone house. Winship built his house there, living under Manini. He went to Kalaimoku 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 and Manini. We ourselves lived under Kuehelane. Winship built a fish pond near the Sea. He asked of the Chief for a place and built the pond there with his own property. Winship had a land Kalouahine which he cultivated and given to him by Kalaimoku. He made large Kalo patches in which he put fish, and also made a fish pond. He also had a land Pouala. When Winship went away, Kalaimoku took possession of the lands. He left his daughter in charge of Manini and her Mother. We lived there together. After Winship left Claimant and her mother lived on the land, at Ewa for some time. Kuehelane was under Kalaimoku. Winship wishing to have his place fenced and spoke to Manini, who spoke to Kuehelane, and Winship paid for it. Winship built a large house and Kuehelane thatched it. I do not know of anything about sills. Claimant when she was small lived in that house with her Mother which Winship built.

Punalua sworn, deposed. Counter Claimant are children of my relations. I am not interested in the present claim. I knew Winship Father of claimant, he lived on the premises and the yard of Manini and derived his right there from Manini. I know nothing of the chiefs having anything to do with his living there. The place was Manini's before Winship lived there. Manini defers his right from the King through Kuehelane. After Winship arrived there was a fence built, the people who built the fence by order of Manini and he paid for it. I do not know anything about the large house with sills. That is all I know. I know the way Winship lived under Manini to be that Manini had the premises before Winship arrived and Winship lived with him then. When Winship arrived there was a small number of houses, Manini was living in one of them in the midst

when Winship came, about halfway from Lahilahi to the stone house which was built in Kuehelane's time before the arrival of Winship. He lived in the stone house.

Ahukie 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 Kahaloa. I lived for a time at Winship's place. Manini gave him the place, and built the house and went to Kuehelane and got him to build a house for Winship who paid for it. The large house called America which Manini built stood to the North west. Foreigners from the ships came ashore and lived there. Winship went to Kalaimoku 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 fishpond, after he returned the chiefs, took stones to build a wharf. Manini made a fence, and they bore the expense between them. Manini owned the place from one corner to the other. When Winship arrived he lived in Manini's stone house. Manini lived in a stone house and a grass house. People sometimes lived in one house and sometimes in another. Manini was living in the Stone house when Winship arrived, he also lived in a grass house. There was a house of Kuehelane a little of this side where Winship built his house, but it fell down before, he built a fish pond.

Kekela sworn, deposed. I have no interest in the present claim. When Winship first arrived he lived in Manini'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 Russians. The eating houses of Manini's wives of our house, stood on the South east side of the road. Winship and Manini lived in these two thatched houses, and we occupied a third. Manini owned the two houses. After I went to Kauai, Winship built a house with sills, which I saw on my return. He built the house in that place with the consent of Manini. They went together to the Chiefs about it, and they directed them to Kuehelane, to whom they went, who told Winship to live in Manini's place.

The first fence built for animals was Manini's, but when I came from Kauai I found a fence had been made dividing Winship's and Manini's place. I know nothing about where he left his property to when he went away, being away myself. He built a fish pond on the sea side. The grass houses were built before the arrival of Winship. They both lived in those thatched 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 yard ten days. I heard that Manini went to get the place for Winship to build upon. It belonged to Manini as far as where Lahilahi'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 Capt. Winship, after he left. I do not know how long being away. Manini when Winship left was guardian of claimant, and afterwards Boki Liliha, it we took charge.

Extract from a letter written by Johnathan Winship dated at Brighton, July 13, 1836, and addressed to W. Manine, supplied by W. Montgomery.

My old Friend----- "As I understand you are well. Thought I would write you by the Son of our old friend W. John Tyler. They do say that you have so much gold and silver, that it gives you trouble and 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 and fish, such as we used to get from your Pearl river possessions. What has become of our lands? Those belonging to my brother and 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 and every other subject."

Signed, Jon Winship

There are some particulars in the preceding testimony not recorded particularly in W. 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. Secy. every essential part of it.

JHS Secy.

October 6<sup>th</sup>, resumed

Malau sworn, deposed. I am not in any way connected with the claimant. I know her Father, he owned a house lot in Honolulu adjoining Manini's lot on the East, the two places were separated by a fence and small path. I do not know who possessed the place before it was transferred to Winship, there were no houses on it before Winship took it. Kamehameha and Kalaimoku first gave him the place. Kuehelane built the fence. It belonged to him clear to the waters 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 Winship lived when he came ashore, perhaps with Manini. Claimant and her Mother lived with Manini when Winship left, he then left his premises to his daughter under the care of her Mother. Manini and Homes were also appointed as Guardians but the direct care of the daughter was committed to her Mother. Winship also had a land named Piiwai given him by Kamehameha and Kalaimoku as I know. I do not know who took it from him. He also had another in Kauahine, there were some Kalo patches on it, and he built a large fishpond, called by his own name. He had another land in Pearl river, Pouala, and had possession till he left, and then his daughter and mother went and lived there for a time. I do not know who dispossessed them, it was perhaps in Rihoriho's time that claimant was dispossessed of those places. Witness was not present when the land was given by Kamehameha, Kalaimoku to Winship. Witness was present and heard the charge of Winship when he left the place to his daughter and mother, he spoke in the Hawaiian language.

Testimony was taken by W. Young at the House of Mahi and presented to the Board. Resumed Page 104. (v. 1/92-102)

104-106 Wm Walker Oct. 7

No. 3

John Neddles sworn, deposed. I know a shot of land W. Walker had formerly this side of W. Smith's school house, between there and Mr. Booths. 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 Maoahau took possession of it to sell spirits. By a man named Tom, this was done when claimant was gone to Chi. When he returned he saw this man in the house. I wanted it to be opened and he would not allow anyone to enter. There were four gate posts and two well posts already erected. Maoahau dead. Note. The bulk of the testimony is recorded in Hawaiian only.

107 to 110 Antonio Manuel Oct. 7

Kohiamai sworn, deposed. About 4 years ago I gave a little piece of land, Puhiwa, it was upland and no Kalo patches. Hooliliomanu restricted me in doing this business. The land is not properly his but he lives under me, which he kindly consented to do. He pays 27 dollars yearly tax for his part. The people on his land go to my work on Fridays. Though they have a separate portions 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. The principal testimony in these claims is recorded in the Hawaiian only.

Continued page 154, vol. 1 Nat. Test.

101 Antonio Sam Oct. 7

Taken 8 Sept.

Doctor Judd sworn, deposed. I remember visiting Antonio when sick on 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. Claimant has told me he has been dispossessed of his place, that Kinau wished him to be restored. What she got angry with the people there and tore down the houses and gave him this place. I think Kehuaaoa assisted him in building his present place and that Antonio used to work for Kekuaanoou. I have seen his people at work on Antonio's house. I believe it was done on the mutual assistance principle.

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

90 K.Montgomery, continued fr. Page 102 Oct. 13

Mary Anderson sworn, deposed. I knew Winship father of claimant, he lived in the place where his daughter now lives. I was at the time with my husband at Hawaii. I was here a short time on this island while Winship was here, and 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 exterior of the premises to me, there was a yard of 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 Pouala and another called Piiwau that is all I know. The daughter and 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.

Kahohohura- sworn deposed. I knew Winship. He lived in Maninis place. He lived a little time with Manini 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 of those of Manini which extended down to the beach. Winship built a fish pond and 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. Manini dispossessed her after place, but I do not know for what course. Manini and Holmes were also placed as guardians by Winship. I heard it said the Kalaimoku gave the place to Winship and that he went and lived there. I heard that he had land given him by the name of Piiwai of Kahouhine. That is all I know.

Haapu sworn, deposed. I have no connection with claimant. I knew Winship he lived out here in the low land in Maninis place, that was his place. Kalaimoku gave it him. Manini and Winship were together for a time, and after their places were separated by a path. Kuehelane built a fence round Winship's place. There were two houses on it when it was given to Winship built by Kuehelane. Winship himself built a frame house. When he left he willed his property to his Wife and child and appointed Holmes and Manini her

guardians. When W. Bingham arrived she went to school and then left the place of her own accord. She would go away and come back again repeatedly, and lived with Manini as her father. Winship built a fishpond 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 Winship 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 Winship took his leave of them and I heard his charge to them at that time. I was their grown up.

Note Kaahuwai appointed by the Board to take testimony of the Governor and Hannah Holmes.

132 Samuel Thompson Nov.3

Doctor Judd sworn deposed. I recollect seeing Peter Brothers sign the document produced, and my own signature when it is genuine. I do not know the right of Brothers to the property but they offered to sell it to the Governor. I could not say whose 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 as much 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.

Robert Boyd sworn deposed to the genuineness of his signature. Witness saw W. 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 possibly long before. I do not know who he got the land from. I know he was very intimate with Haalilio, or it may be he got it from Benne. I know that Brothers was in debt to W. French, and he frequent communications with Dr. Judd, who told him that government would probably purchase the land from him, as he wished to pay W. French. At last he told me Doctor decided not to purchase, and wished to be satisfied of the sight of Brothers to sell. I asked Doctor Judd if Brothers could sell. He said yes, he could sell if he could get a purchaser. I told W. Thompson what Dr. Judd had said and he said if Dr. Judd would recognize it, would give so much money. The deed being made out Brothers and myself went down to the Office, and Dr. Judd 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.

Doctor Rooke sworn, deposed. I do not know how Brothers obtained possession of the land which he occupied when I came to the Island. I am sure he was living here in 1830 and he has spent much money on the premises.

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 and saw the Governor.

He sent for the judges who had inquired into the case, he inquired concerning the evidence they had received, and blamed them for not taking it down in writing. He had some confessions with them and then told me he had confirmed Winships son's right into the property, and stated the grounds of the decision. Wilkinson left next morning. I took possession and extended considerable money on the premises, and let them to Tyhoun. The proceeds of the Rent and 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 and 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 Ruddocks 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 Ruddock and paid it to him and took his receipt.

Note It was resolved by the Board to refer to the Recorders. Records for evidence of W. Thompson and Montgomery to act as executors, and also to take the Governors testimony on some particulars in Doctor Rooks evidence. The will of Wilkinson was produced by Claimant and returned to him. Kekuahane confirmed Dr. Rookes evidence, recorded in Hawaiian only.

131 Henry Farmer and others Nov.3

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 permission to others to build on the land in question, but not to Lawrence and Anderson. Witness was W. Charlton attorney at that time. He particularly attended to the enclosures which had been on were then occupied by Anderson and Lawrence.

152 to 157 Mr. Sumner Nov.-

Peter Richmond sworn, deposed. I arrived at these Islands about 22 years ago. I came from Taunton Map to US. 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 Kekauionohi stone fence is built, and commenced at Doctor Judd's 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 Kekauionohi, 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 cannot say whether there was any crop 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 people there, I cannot say whether the straw house was built by Mr. Sumner. The place where the Young chiefs school is was on Kainaina. About 1837 or 8 the main street was open which intersects at right angles the street where Milla 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 there at the present time, which is the Mauka wall. At the time of the building of the wall the straw house was down. I believe the path has been a thorough fare during 10 years past. I cannot say whether it was ever laid out for a street or road, or by common consent that people passed over it. I knew Mr. Sumner a short time after my arrival here, and have always understood that the land where he lived belonged to him, not only that, but all that was included where the stick fence ran. Mr. Palmer was one who told me so. I have heard that W. Pitt applied to Mr. Sumner the permit to make a pathway which now leads up to the young Chiefs place. I have heard people say so, among the Natives. I cannot say who, but I have heard often of it. I have heard Cap. Sumner six or eight years past often claim the ground.

(Note) Mr. Lea states the present to be a verbal grant, depending on the occupancy.

(Deposition continued). I have lived the first two years after my arrival here at the Fort, and afterwards with Jack Crowne. I have no connection with the Parties, I have never lived with Captain Sumner. I could not point out to the surveyor where the fence ran within twenty or thirty feet, but I am sure it ran as far as the stone house. I could not say how deep the land was from east to west, but it was wider than Mr. Sumner's present premises. I do not know of any Natives living on the ground at that time. I do not know



who built the stick fence. Kauue (Kanine) commenced building the stone house upon the ground, about three years ago. I do not know if Mr. Sumner opposed any objections to the building of it. I never heard anything of it. I do not know whether Mr. Sumner ever occupied the land since he built the mauka wall. I do not know whether he ever paid any taxes on it. I do not know who planted the sugar cane on the land.

Kawila sworn, deposed. I have been wife of Mr. Sumner until about the time of the arrival of letters (about 1820). I do not know at what time Mr. Sumner took possession of his present premises, it was long before Karaimoku built his great yard. The place of Mr. Sumner was not given him by any person, it was an unoccupied place, and he went of his own accord and built there with the knowledge of the chiefs. He built a fence around his premises, it commenced near Doctor Judds premises and ran up along the street. When Karaimoku was sick he asked of Mr. Sumner a pathway for him to go out through his yard and Mr. Sumner gave his consent to have the two parts separated by the path. At the period we were living on the mauka side of the pathway. I had another husband at that time, and we were all living there together, our two families. Mr. Sumner built the house where we with my husband lived. My husband with Mr. Sumner dug the well. I left the place at the time Lot was born in 1831 or 2. At that time Keliaunohi sent us on. The wall was built before I left. I do not know on what grounds Keliaunohi sent me away. I considered him as my chief, I was the servant of his chamberlain. There was no place to be after, I left. The house was taken down, and Mr. Sumner took possession of the materials and contents, timbers, boards, calabashes, and when I came back I found them in Mr. Sumners premises. I was at Maui when Nahienaena died (1836), and I came back I found them in Mr. Sumner's yard. There a wall at that time. I moved the materials and contents of the house through my women. Puhie was the man who did it at my orders. Mr. Sumner was away at the time. The servants of Kekauonohi immediately occupied the land at the removal of the houses. The name of the occupants was Po(?). Mr. Sumner built the house and the fence for me.

Uilani, sworn, deposed. I am living in the house of (?). I have been acquainted with Mr. Sumner from my childhood. When first I 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. Judds yard, but was gradually removed at the request of Kinau until it reached the place where it now is. On the eastern side it extended into what was subsequently the yard of Karaimoku, he requested permission to extend his premises into Mr. Sumners yard and obtained it. The space there granted was considerable. There was no interior division of the land at that time. There was no fence at the time Karaimoku was living. I think that lane has been existing ten years. I think Mr. Sumner has not occupied any grounds mauka of that lane since the wall was built. I do not know the reason of Mr. Sumner 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 anything relating to his tearing down the house. I know of Kauwila living there. I was absent when she left the premises, and do not know precisely when it was. When Nahinenaena died. Kauwila had left the premises which was in 1836. I remember the house in which Kauwila lived. Mr. Sumner built the house. I heard Mr. Sumner say that Kalaimoku asked him for a pathway at the time Lord Byron was here.

Lane Claim, continued Nov. 24th

Robert Boyd, sworn, deposed. I have lived on the Islands 24 years. I am an Englishman by birth. I knew Mr. Sumner about 3 weeks after my arrival living where he now does during that time. The premises are bounded on the South East by the Palace Yard, on North East by a Narrow lane, on North West by a broad Street, on South West by the premises of Dr. Judd. Those were not the former boundary. There were houses on the lot when I went to live with him in 1822. There is no house 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 Dr. Judd, and ran inland 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 Dr. Judds 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 anyone 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 anyone 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 heed(?) wall which bounds on N. The premises now in Mr. Sumners occupation. I do not know why Mr. Sumner built the wall, except to enclose his material boundaries. It would be possible in some cases, in enclosing a piece of land, that it 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 Kauwila. There was no other house on that side, and no one living there that I know of. In 1822 the Lohole block was an entire plain, including the Palace, Dr. Judds, Mr. Sumners present residence and the land in dispute. In 1837 there were several persons living on the block in different parts, the Governor Kinau, 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 purchases, at that time in 1822 in foreign understanding. The money was given to enable the Chief to build the house for the applicant. In fact Boki was very angry with me on having understood that I drew up a paper for selling land by Mr. Kilday to some one else. Mr. Boyd says it was understood by me from Boki, 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 the Board, the Natives ever enjoyed that right at all.

An 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 in that day (Not the land, but the privileges of the site and improvement.) 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 anything for the land. He used to navigate for the Chiefs and I supposed 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 other on the land inland of the present wall, except very recently that I heard from Mr. Sumner himself.

Mr. Boyd being asked to give his candid opinion in view of what he knew of the ancient usages of 1822 to 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 Dr. Judds 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 supposed that the walls indicated 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.J. sworn, deposed.

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 Rupeaus. I was at the time at Hawaii myself. About 1823 Kalaimoku built a large fence alongside 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. Judds premises to the path to which led into Kalaimoku's yard. I know also there was another fence extended along the same line till it passed the house occupied by Kauwila and her husband Hookio, nearly to Back Street, then turning at right angles and running to the fence of Kalaimoku before mentioned, including the ground now occupied by General Miller and 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 Keoua.

I know also that the lane upon which Mr. Sumners 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.

Lane Claim, continued Dec. 1

Mr. Grimes sworn, deposed. The yard was completely surrounded by a stick fence. The fence on the N.E. side was a little inland from the house of Kauwila. I do not know any thing about Keoua mentioned by W. J.J. There was a well, and I do not remember more than one house on that spot, and that was occupied by Kauwila. There was a small path between that and the houses occupied by Mr. Sumner. Kauwila'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 foreigner. When Kauwila was sent away I was not here. At the time of Kalaimoku 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 everyone was allowed to build where they chose in these 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 now is, which passes General Millers and Mr Andrews. Kauwila'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 Kinau. I do not know how long Kauwela lived in the house, nor why she left it. I do not know when Kalaimoku 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 Kalaimoku 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 Kalaimoku 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.

Kilua sworn, deposed. I am the brother of Kauwila. I now live at Puuloa. I first knew Mr. Sumner in the time of Rihoriho, 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. Judds yard. On the road side it was in what is now the Road. The fence on the N.E. was at some distance toward the sea from the street passing by General Millers. The path where the lane now is was not then existing, it was begun in the sickness of Kalainoku. The reason of its being made was at the request of Kalaimoku that his servants bringing the food, 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 Kalaimoku, there was no other fence near, our well was in front of our house, we dug it ourselves, but had aid from Mr. Sumners men, the house was Mr. Sumners. 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 Boki, before the death of Nahienaina. I went in 1826 to Puuloa. I do not know the reason of my Sister leaving. We went to live in Mr. Sumners yard, and when we were living there garden produce was not safe for we stole it, and on that ground Mr. Sumner said to my Sister, I will furnish you the sticks, and you put up a fence on the mountain side. The fence was on the mountain side of the present lane, and was built some time before the death of Kalaimoku.

The rights of Mr. Sumner in that yard 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 yard after my sister left. I have heard nothing said of Mr. Sumners rights since Nahinaina's 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 yard since Nahinaina's death. My sister now lives at Puuloa. We did not consider ourselves as owning the yard, but as tenants of Mr. Sumner. I have no knowledge of Kekauonohi's living in the same yard with my Sister. When Kauwila married her new husband I was at Puuloa, and did not hear of it. I never heard anything about her being turned away from the place, till after the death of Maihele (-44 or -5) when she requested me to take her in. After the death of Kinau, (Father of Kekauonohi) we considered ourselves the people of Kekauonohi.

Kapanui sworn, deposed. I am Uncle to Mr. Sumners wife. I am living on Mr. Sumners land at Kapolalohi. I knew Mr. Sumner while Kamehameha 1<sup>st</sup> was alive, he was then living in the same yard where he now lives, at that time he place was a common, and he took up, and was the only person living on it, and surrounded it entirely with a fence, which stood in what is now Dr. Judds yard. On N.W. outside what is now the road. On the mountain side it ran up to the end of the houses in Mr. Andrews yard. We were servants of Mr. Sumner, all lived in that yard, and on the N.E. There was formerly no lane where the present path is, but when Kalaimoku was sick, it was made for his accommodation. The cross fence was made while Kalaimoku was living, it was a stick fence. (v. 1/108-119)

191 Kekauonohi Dec. 2

Pehu sworn, deposed. I was an Officer of Kamehameha previous to 1812. Subsequently I travelled backwards and forwards, communicating the orders, and attending to this business. The house in which I lived was where Mr. Sumners 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 store house, stick houses), there were many of us living there. Keakuaroa was the name of my wife, she continued to live there till Kalaimoku went to Hawaii, she lived in a house which stood where the new stone house now is, until 1827. Kauina lived in the same house with my wife. That house in which they lived was back of the house in which Kauwila lived. Kauwila's house was between Mr. Sumners house and the new stone house. The time of Rihoriho, when

Mr. Sumner came to live there Keakuaroa 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 Kauwila lived in the same yard with Mr. Sumner, in the house in front of the new stone house. There was a little path when Kalaimoku was living, the fences were made when 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. Keakuaroa was still living there in front of the present stone house. When Kalaimoku went to Hawaii, Keakuaroa went with him, for she was one of his dependents. The house in which she lived was built by Kanina. Previous to 1812 while Kamehameha was living, the store houses previously referred to were standing, but when he went to Hawaii they were neglected. I built those houses myself, excepting one which Kanina built. Mr. Sumner was never told by any one to go off the land when he took possession of it. When Hookio died, Mr. Sumners former wife went away. Hookio died before Kalaimoku.

(Note directed by the President). Witness is very old; and his testimony is not be relied on except in relation to very early dates.

Mr. Kaauwai sworn, deposed. I was acquainted with Mr. Sumners place first about the close of the Kauai war (1824). The reason I know about it is because I used to go there with Hookio to drink rum. Hookio 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 Hookio was Kalaimoku's man from the time of the Rupians down, though formerly perhaps he was Kamehamehas man. I do not know who owned the house they lived in. I supposed at the time it was Hookios. 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 yard of Mr. Sumner from the yard of Kauwila. There were a number of people living in the yard at that period. I had a brother in-law living there, they belonged to Boki. Kukahipo was the name of my brother-in-law. I do not know how long they lived in the yard, 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 Kalaimokus yard, who at that time was not himself there. The people of Kekauonohi were then living there, a great many lived there then. I then understood that all that place belonged to Kekauonohi, 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 Kalaimoku requested Mr. Sumner to make the path way, and that Mr. Sumner gave his consent. When we used to go to drink rum, Kalaimoku was accustomed to say, Look out, and do not injure the yard of the foreigners, 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 (v. 1/119-121)

189 R.P. Davies Dec. 2

Stephen Reynolds sworn, deposed. I arrived the 8th May 1823 when I came Mr. Rives had a public house where Mr. Davies now lives. Mr. Hamel came about 2 or 3 weeks after I arrived in the ship Champion. He bought the place of Mr. River for about 350 or 400\$ which I thought a very great price. I went to live with him about 4 or 5 months after he arrived. I lived with him till 2 or 3 weeks before he left the island constantly. At the time of his departure he left me a little note, describing 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 and her mother, and to supply them with what they wanted. In our familiar intercourse he

always referred to his purchase of Mr. Rives as having made it for the good of his little girl and her mother, requesting 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 it was not very common to take or prop papers in such matters, though he might have taken a bill of sale of Mr Rives and 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 first 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. Meek sworn, 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) and 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 (v. 1/121-122)

191 Kekauonohi continued from Page 121 Dec. 8

Kekuanaoa sworn, deposed. The several places mentioned in the statement of claimant were embraced in one yard. That part which is now occupied by Kekuaroa was formerly occupied by Hookio. The large yard was divided by some small fences, Cooke's place was included in the great yard of Kalaimoku, but Hokio's was outside, abreast of it. Hookio's place was bounded on the sea side by what is now the lane. I speak of the time when I returned from England. Hookio belonged, to Kamehameha and subsequently to Kekauiole, 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 Kauwila and Hookio they were living there. I never heard that Hookio lived there as a subordinate to his Wife, but as a servant to Kalaimoku. While I was living in Kalaimokus house, having charge of the coffins of the King, I heard Kalaimoku say to Hookio, Make an opening in our fence. The place he pointed out between Mr. Sumners yard and Hookio's, and the path was the boundary between the two. It was done in order to have a communication between Kalaimoku and Kinopu who lived where Mr. Ricker now does. At that time he gave charge to his sister Wahine Pio to place her servants together with some of his own that yard with Hookio. According to my observation, therefore, that yard was Kalaimoku's. I did not think it was Mr. Sumners. The form of the expression was open our fence, and place the Servants and our (Kaua) furniture in our (Kaua) yard. The place now occupied by Mr. Andrews was most of it a common. I think Hookio's yard did not extend so far back, as Mr. Andrews. The fence along there in old times ran crooked, the principal part of 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, and afterwards Kinau and I lived near him. The yard occupied by Kaeo was at that time Wahine Pio's and is now Kekauonohi's, also the yard occupied by Kalama was one yard. All these were one, and at that time were Wahine Pio'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. Hookio was living there, but I am not certain. Mr. Summer 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 Hookio occupied. I know nothing about who built it, it was built before I returned from England. I know of Hookio living there, and of Wahine Pio 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 Dr. Judd's yard. The yard in which Mr. Sumner and Hookio 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 Hookio'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 Hookio's was low one. I do not know who built the fence. I know Mr. Sumner had the privilege of going into the houses of Kamehameha 1<sup>st</sup> and 2<sup>nd</sup>, foreigners generally could not but those only who were friends of Kalaimoku. I know nothing about the well. I remember Mr. Sumner making a gateway for Commodore Wilkes. I know Mr. Sumner was engaged in the service of Kamehameha, Kahumanu, Kalaimoku, Boki and all the chiefs.

Paki 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 precisely where the boundaries were. I know Kapalao lived on the sea side from Mr. Sumner. Mr. Sumner next to him Hookio next, Kaauehua next, who I think was about where Mr. Andrews now is, and Hookio was about where the new stone house is. All these different places were separated from each other by fences. I am not certain that they were all living in those places when I came from Hawaii, but if not it was shortly after. These divisions were as early as the time that Kalaimoku built his large fence. I suppose that Hookio built his fence, but I know that Kaauehua built his. I never heard at that time, nor since, that Mr. Sumner had any rights in that yard.

Hookio was a lawyer of Rihoriho's, afterwards of Keaulohe's, though subsequently Kalaimoku was one that had change of that class of men. The reason of Kauwila living there was, that she was the Wife of Hookio. I do not know who built their house; it was before I became acquainted. I cannot say whether there was a fence before the path was made between Mr. Sumners and Hookios house. I never heard about Kalaimoku's applying to Mr. Sumner to open a path.

Kanaina sworn, deposed. I knew Mr. Sumner when Kamehameha 1<sup>st</sup> was living. He was then sailing under Kamehameha's orders. I have no recollection of his place of residence, till after the death of Keakauolane (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 Hookio, I do not know, the rest of the ground on that side appeared to be common. Afterwards Hookio and Kukahiko 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 and 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 before Kalaimoku's large fence was built which was after 1823. When Kalaimoku and Hookio and I looked around preparatory to building Kalaimoku's fence, and arrived at the corner of Mr. Sumner's yard, Hookio 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. Hookio's yard extended from the little lane nearly to the yard now occupied by Mr. Andrews. I heard nothing of Mr. Sumner having any rights there. Hookio lived there till his death, but I do not recollect precisely when he died, perhaps before 1832. I think he died before Boki. I know it was before 1832. I heard from Kauwila that Hookio willed all his property by Kekauonohi. They lived with Kalaimoku and this woman. I heard Kalaimoku give the land to Hookio. 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 Kauwila did not go away till long after the death of Hookio. I heard from the mouth of Kauwila that her Chief had driven her

away, and she wished to come to live with me and 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 Kekauonohi, whose woman she properly is. I saw Hookio and Kukahiko 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. Kauwila 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 Kalaimoku to look for a place for a yard. I never heard that Kalaimoku requested Mr. Sumner to make the pathway.

Document connected with the preceding Claim, presented to the Commission for file by Mr. Lea on the 22nd January 1847.

Gentlemen. Honolulu Nov. 30, 1846

In order to show how I came in possession of the lands which I have submitted to your hon. Board for confirmation of 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. Board, that I have not laid claim to more land than to which I am rightly and justly entitled, at the same time I beg to remark that I feel perfectly satisfied that your hon. Board will secure me in the right possession of my past Property, and will not see me, in my old age, as lawfully deprived of the fruits of the labor 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 of welfare of the Kings, Chiefs and Government of these islands. I arrived at these islands in 1807. In the year 1813 I commanded a small schooner belonging to Kalaimoku, 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 Chief Mate of the Brig Forester bound for China, Mr. Adams was commander. Before proceeding on the voyage, we were ordered by Kamehameha I to proceed to Atooi, and to haul down the Russian Colors, 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 of March, and returned on 16 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 Brig Thaddeus and sailed for Kamchatka with a load of salt, returned on the 27 Oct. following. 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 Brig.

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

On the 2 March of the latter Year, by order of Mr Pit, sanctioned by the king, I took charge of the Brig Ainakoa and proceeded on a sealing voyage. After much labor, danger and great privations being but badly supplied with provisions, in fact, I may say, not being supplied at all. I returned on 14 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 Brig Tamoralana, bound on another sealing voyage. After much difficulty and privations, being similarly situated with respect to provisions as on my first voyage, I procured 3160 fur seal skins. The crew now began to show signs of dissatisfaction, and at last I was obliged by their continued 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 four 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 numbers to them. They then informed me that they would not acknowledge my Colors, and 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 Brig, I was not sorry to see her run on shore, and when they sent word off saying unless I complied with the 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, and 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 the 24th May 1829 Governor Boki gave me charge of the Brig Neo Bound to Tahiti, for the purpose of endeavouring to recover a cargo of goods sent to that place by a chief name Kamonohu 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, and that the proceeds were likely soon to be squandered away by Kamonohu. I remonstrated with him, and was enabled, after much persuasion and exertion to buy a full cargo of cocoa nut oil, a quantity of wood for furniture and with the money which he then had, but which very shortly would have few expended by him in drunkenness and profligacy. This oil I had to bring to Oahu in bamboos, having neither Cooper nor casks 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 Kamanu and I sailed for California, the particulars of which your Hon. Board I have no doubt a well acquainted with. I returned again in May of 1832.

For these services, the lands I have submitted for approval to your hon. Board were given to me. I received no wages while thus employed, and I hope your Hon. Board will do me this justice to say that my exertions have been fairly remunerated.

I will now refer to the lands. In August or Sept. 1819, I just went on the land on the plains and built my houses. Boki was Governor at the time. He sent one of his chiefs called Kaiaona to build a large house for me. Residents at that time could go and 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. P. 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 Boki I went in the Big Thaddeus and brought down their people. The King and Chiefs frequently used to call and see me on the premises which I at present occupy.

One day, I do not exactly recollect the time, Mr. Pitt called upon me. I after some conversation fell asleep in the house which I have recently pulled down. When he awakened 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 between my present house and the Palace, then leading from the residence of Dr. Judd to that of his honor Judge Andrews. I consented to this and when done, he said to me, William, this is my yard, and 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 and myself dug the well. There were no mud walls in those days. As soon as I found water in the well, people began to come and build on the plains. My fence formerly commenced in Dr. Judd's yard, but at the request of Kinau 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 Kittera's house, which is at present situated in the yard in which is a large Tamarind tree. When they began making the Roads, Governor Kekuanaoa 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) where he said to me, William, I want you to go with me to Pearl River to bring up sticks for our fences, for the vessel I am going in is a square rigged one, and I wish you to take command of her. I accordingly did so, take her into Pearl River and brought her safely out again. Shortly after Mr. Pitt applied to me for pathway through my enclosure towards his house. This pathway is the one which at present leads to the Young Chiefs school. He said he wished to make the pathway to oblige Lord Byron and his Doctor. I consented to this also.

I fenced in the whole of the land belonging to me. My fence commenced somewhere in the yard at present occupied by Dr. Judd, and 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. From thence to the one in Dr. Judd's yard. My present yard, the one opposite belonging to me, and the piece in dispute, were at that time all in one. They were given to me by Mr. Pitt by his Majesty's orders 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(?) Keliiaonohi (Keliiahonui) came several times and requested her to pull down her house. She said to him, why do you want 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, and 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 being in my yard and my former wife crying over them. I immediately applied to Kinau to state to her these facts and to protest against them. On my arrival at Kinau's residence, I met with Kekuanaoa and I told him the cause of my visit, and the purport of my complaint. He said to me Kinau is now very sick, and 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 Kinaua commenced building the stone house now erected on the land, I went to him, and told him he must not build there, as it was my land. He said to me, well, William I know it is your land, and 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, and when it was begun upon again Keliiahonui was told that it was wrong to touch that house, as the land belonged to Mr. Sumner, and the probability was there would be a row about it.

I hope your Hon. Board will take these circumstances into consideration.

Signed L.L. William Sumner

P.S. Submitted mentioning that and recd \$100 for the voyage in the Brig Neo \$25 a month for the voyage in the Waverly, and \$100 as a present for the voyage on the Brig Thaddeus, 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 Resumed in Vol. II Page 509 (v. 1/123-133)

76 William Shaw, Maui Dec. 21

Wm. Richards Esq. sworn, deposed that all the signatures to the deed presented are genuine, See Register page 89. (v. 1/133)

75 Charles Cocket, Maui Dec. 25

Auwae, sworn, deposed. I know respecting the land of Cocket in Kanapali, named Makinahina. Previous to the death of Nahienaena, Cocket worked as a Blacksmith for Hoapili, and subsequently Hoapili gave him that land. Hoapili told me to go and beg that land of Puniai who assented to giving him that land. Hoapili then sent for Cocket and told him, I have promised a land for you, nearby 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 Kanapali, and one in Honokaliau, and Hoapili told me to go to Kaalionui, and beg another land, which I did, and he gave Niuula, of which I informed Hoapili, and the next morning I went by Hoapili's orders, and pointed out the land to Cocket, in which Cocket accepted. That is all I know.

Cross 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."

Paki denied having either of the lands in possession, except superior Konohiki, but said, Cocket had for all he knew land as much in possession as ever he did.

Namauu, said, that he came by order of Kekuanaoa, public notice for all those who held Ilis under Kekuanaoa themselves, and point out their property, and they would have as before, but no one appeared to claim Niuula, 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.

John F. Caswell sworn, deposed. I know something in regard to the land of Cocket in Kanapali. I was down at the man Hoolulu told me, that there were two lands given, one Honokauai, and the other in Konokaliau for Mr. Cocket, and that soon, Auwae would be along to go and point them out then, sent down to Cocket's house, and told him what Hoolulu had said to me. Hoolulu said the lands were given by the Governor, and they went down to see them.

Resumed Page 2 Vol. III (v. 1/133-134)

199 John Dawson, Maui

Naleliu sworn, deposed. I know the Premises of J Dawson, they were given him by the King, previous to the death of Hoapili Wahine. Hoounake Alii ia kapu ia Hoapili wahine o hike au ia Hoapili wahine la, olelo mai oia iau "e hau ai", a place for the foreigner." I replied, "there is no unoccupied place", she said "give your own house". I answered, "if I do I shall become a wanderer", she said again, "look up a vacant" to which I assented. After reflection I mentioned a place returned, and told the King. Hoapili Wahine sent me to Makaulia to measure off the place, which Dawson having seen, and taken, was prepared by Kaenaena, 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 Kapu to Hoapili Wahine, who requested me again to give up my place, which I refused and she gave to the King, and he gave to Dawson, the place which he now possesses, and has held undisturbed possession of the place down to the present time.

Kapu, sworn, deposed. The King gave to Dawson, the place which he now possesses in Lahaina, just North West of Puamana. He sent me to Hoopili 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 King's letter.

See Native Testimony 23 December, Page 77, Vol. II, also P. 59. (v. 1/134-135)

225 James Lougada, Maui

Pupahaehae sworn, deposed. Aoaokamanu and Pualinapoo belonged to Kaweka and I, under Keaumoku Kaaliumanu a Hoapili wahine, a o Kekauluohi, a in the name of Kekauluohi, it was transferred by her to James Lougada 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 Lougada had surrounded them with a fence, and put them in good cultivation.

No one has, to my knowledge, disputed his right to the land.

Charles Cocket sworn, deposed, that he was in Waikapu when Mr. Lougada took possession of his lands, which he said Kekauluohi gave him, and I saw him with Kekauluohi, 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, uapaa I ke pa aua mealu ia a maikai 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 nui na hale maikou. We live near each other, so that I know what he has done. (v. 1/135-136)

241 S.D. Burrows, Maui

I. Nowlein sworn, deposed. I know that S.D. Burrows is in possession of a land in Lahaina up back of the Church and just below Kekauonohi'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 of Hoapili. (v. 1/136)

142 George Colman Dec. 24

J. Young, sworn, deposed. I do not know many particulars of that land, the place of George Coleman and that of the Lewis's join, I know that when John Lewis, 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 Colemans or Lewis' rights.

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 and 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, Coleman's 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 Makai. John lived in the one Mauka till he died. Isaac is the heir of John, and 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. (v. 1/137)

215 and 216 Henry L. Brooks, Maui Dec. 24

The claimant appeared, but refused to present his original Title described until he had time to consider. (Communicated 6 Feb. 1847).

See next Page 138 (v. 1/137)

206 Anthony Calatena, Maui Feb.

John Allen, sworn, deposed "That he had heard that Crowder has now sold it to Anthony" (the other part of this Witnesses testimony is in Hawaiian).

Continued next page.

John Crowder, sworn, deposed, that he had sold his premises, which he received from Hoapili wahine to Anthony Calatena. Witness is not certain of the time, but he gave a paper with the date on it. Witness has not right or title to the place at the present time, having transferred the whole to Anthony Catalena.

See Testimony page 350, Vol. II (v. 1/137-138)

215 and 216 Henry L. Brooks, continued from page 137.

The the Hon. Board of Commr. Feb. 26, 1847

Gentlemen, I hereby enclose the deeds of my Lands and Fishing grounds for your inspection, having obtained the same from his Majesty Kamehameha III and witnessed by Rev. W. Richards and Jona Kapena, hoping you will return me a deed as good as the one I deliver unto you.

Signed Hom. L. Brooks

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

Kamehameha III do further give to him a certain fishing ground, named Papaulu, which fishing ground shall belong to Henry L. Books during his natural life, and then it shall revert to Kaunuohua or her heirs. Said ground shall not descend to the heirs of Henry L. 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, and the people shall labor like the people of other lands.

And Henry L. Books 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 Lahaina Maui.

Ike maka Jona Kapena, Wm. Richards

Signed Kamehameha III

Kekauluohi

Hny L. Brooks

Note. A survey by W. Metcalf is connected with the preceding communications. (v. 1/138-139)

71 J. Nowlein

See evidence of Kawela. (v. 1/139)

325 J. Nowlein

John F. Caswell sworn, deposed. He renounced all right of claim to said premises, and that in 1836, which witness and Cocket who was in partnership with him were at work under the Kou trees on Aki in Lahaina. Hoapili the Governor went along there and I asked him for the place, but he did not understand me, and Anthony Sylva explained it to him. He said 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 molestation, 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.

Kooke sworn, deposed. They came on shore (Cocket and Caswell), lived awhile with Atoni, then with me, after which determining to remain on shore, they asked Hoapili after conversing with me, gave the spot which Cocket has sold to Nowlien at Aki, and built a house on it for them, procuring the timber for it at Hoonuala, and no one has ever since interfered with it since. This was done previous to the death of Nahienaena. (v. 1/139)

374 Antonia Sylva, Maui Jan.

John F. Halstead sworn, deposed that while Lord Paulet had charge of the Island, the place of Mamuke was advertised for sale at auction, it was done by written notice. Nr. Mellish was auctioneer, and told me it was to be sold to foreclose on mortgage which Lord Paulet had ordered 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 se Hawaiian Book)

Note, refer to Mr. John Young. Resumed Page 146 vol. 3. (v. 1/140)

377 John Pellitier Maui

R. Butler sworn, deposed. In 1836 I spoke to the King in behalf of claimant, and he gave him a building spot here in Lahaina. I believe a part of it in Paeolii, and bounded Makai by my land, and I believe Pauaewa 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 Wailuku in the Becket, and the King took Pellitier with him and gave him a land in Wailuku 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. (v. 1/140)

280 B H.S. Swinton Maui

In N. Test. Vol. II pg. 160 Nalaipuleha swapped

George Lawrence sworn, deposed, acknowledged the signatures on the original deeds. In 1834 witness was living on the premises, question, and bargained with men to make the adobies for the former. I heard that the premises were given him by Kalaikou for building a stone house for him. These remarks apply only to the first lot.

Note, Kaeo is the witness in relation to the plot on the south east side of the Road. (v. 1/140-141)

963 John Richards Maui

George Lawrence sworn, deposed, he heard claimant conversing with Kalaikoa in 1838, that claimant was doing some work for Kalakoa 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 and half, when Kalaikoa died, and I heard that Kaeo tore the house down.

John Pellitier sworn, deposed. I knew that Kalaikoa gave claimant a built 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.

Claimant says Kaeo 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 Dr. Judd 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.

Mr. Richards sworn, deposed. After the death of Kalaikoa, Richards came to me and said Kaeo 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 torn down.

Resumed page 38, vol. III (v. 1/141)

416 John Crowder Maui

Naai, sworn, deposed. There is a land in Waikapu by the name of Koolau which belonged to Hoapili 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 claimants right down to the present time. Hoapili gave orders that he should have a building lot, but not finding one, I gave him one adjoining the land mentioned. The building lot was a part of land which Kaahumanu gave to me, no person has interfered with his right to the premises. (v. 1/142)

327 John Previer Maui Dec. 21

Wm. Richards sworn, deposed that all the signatures to the documents presented were genuine. (v. 1/142)

433 William Crowningburg Maui Dec. 21

Pupahaehae sworn, deposed, that Pilipili formerly belonged to claimants Father-in-law, and descended to the daughter, the wife of Crowningburg, and subsequently I exchanged and too Pilipili and gave him Pohakoi in 1832, on which he has lived undisturbed down to the present time. Keaumokuu gave me Pohakoi. Claimant has surrounded his land with a fence. (v. 1/142)

387 Messrs. Clark and Bailey Mission claim Feb.

Maui Part 5, Section 1.

Kaauwai sworn, deposed. That he knew the rights originally go to Mr. Green in Wailuku first down where the prison is there, where Mr. Bailey now lives by Hoapili through Auwai, and the boundaries were just those which are marked by the fences of Mr. Bailey 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, Kukalepako 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 yards are entitled to the use of water for cultivation.

The Female Seminary was commenced in 1836, and Kawailepolepo 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 yard. 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 and appointed agents to superintend the School and Lands, according to my recollection Mr. Richards and David Malo of Lahaina were two of them, Mr. Armstrong and myself here at Wailuku, Mr. Bingham and Kaio at Oahu, and at Wailua, Emeru and Laanui was the native, at Kauai Mr. Whitney and Papolioku was the Native, at Hawaii Mr. Thurston and Kanalia was the Native, and two others whom I have forgotten, these were to superintend the school and lands.

Mr. Armstrong and I went to Hoapili Wahine to beg pasture grounds for cattle, which she gave. The boundaries were there specified in the application. Subsequently to the death of Hoapili Wahine, the place not being enclosed, there arose some doubt, when I went to Kekauluohi, and the original grant was confirmed, and the fence built. The original conversation with Hoapili Wahine was in 1838, and was fully



promised by her in June of that Year. The Taro patches in the valley mentioned in the claim were given by Kaoo, in consequence of a request from 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 lands.

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 Wahine 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.

Kaoo sworn, deposed, that she knew the testimony of Kaaueo just given to be correct, and that Auwae did give the place as above stated, and I know also that Auwae asked and received the approbation of the King as to what he did in the case, and in addition to what Kaauwai has stated in Relation to the pasture grounds I can add, that I heard Hoapili Wahine 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 and Bailey. (v. 1/142-144)

387 Lahainaluna, 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 and July 18--.

Page 16 under the head "Security of the land at Lahainaluna and vicinity for the use of the school", it is recorded as follows.

"The instructors recommend that the land between the two ravines between which Lahainaluna lies, beginning at about halfway up from the sea shore to the school house at Lahainaluna. From the same distance below the house of the Principal, including the large knob just above Lahainaluna, be secured by purchase, grant, lease or otherwise, provided it can be done for a reasonable sum, to be entirely at the constraint of the Mission, and for the use and benefit of the High School."

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

(Again, on page 25 it is further recorded under the heading "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 Lahainaluna, the land between the two ravines between which Lahainaluna lies, extending from the house of Kaluwailehua below the School house to include the Knob above and the left ravine or narrow Valley from the house of Mr. Andrews upward and the narrow ridge on the left of it, from the junction of the two Rivulets, requiring an annual 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 and 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." (v. 1/144-145)

142 George Colman (continued from page 137), dated 14 Dec.

George Hyatt 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 and mother. He walu ko keoki mauou malole Kokohe I Kahiawai oe Kuaiaku oia ia Waka (or Waha).

Coleman 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.

William Walker sworn, testified. In 1832 I bought a place down by the River side of G. Coleman for \$150. The man I did the business with, was John Lewis, now dead. At that time John said to Colman and Wife, You had better go up to the place which the King has given to me. I do now want that place for myself, I got it for You and Mother. The next day after this conversation, I took possession of the place, and the old people went up to the place which John Lewis gave them. As far as I understood, the place I bought was Colmans, for he gave me a deed of the place, and I paid to money to Lewis, so that I understood it was a kind of a swap. The old people have always been living there from that time 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 heard of any one disputing his claim.

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

W. Richards

The Claim of J. Lewis examined in Test. Vol. II pg. 188, see also N. Test. Vol. 2, pg. 53. (v. 1/145-146)

44 G. Rhodes Esq. (continued from page 61) April 29

W.P. Alexander sworn at the Room of the President.

Mr. Judd 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. He thinks the plot B was given to M. Bernard on a former occasion, and the other subsequently. Witness recollected that plot marked B is an 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 and D, and declared that the former contains a correct description of the land plotted and described on C and 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 lands. Witness sees by a plot which he drew in 1842 marked D, that the amount of bottom 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 in three portions; one a narrow strip, beginning at Charles Titcomb's plantation, and extended up the River to a line, and two orange trees, standing at the corner of a Taro patch, 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 and the extreme inland boundary. The lime and oranges were not included in the lease, nor were any of the Taro

patches, whether those cultivated or uncultivated on that side of the River. Witness thinks that a surveyor, would by these deserts, very easily find the 90 acres which he has mentioned on the West side of the River.

Witness understood that the reason why Mr. Bernard wished a clause inserted in the lease, allowing him to build his fence at the top of the hill, was because he could not build it anywhere else, and because he would have had no right to build at there without special liberty, and witness understood that the reason why the side hill 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 above lot on this Estate. (v. 1/146-148)

566 John Mitchiner May 3

Appeared before me, Dr. Rooke and made oath, that when Mr. Mitchiner went to England about 1831, he left his Wife living on the premises in an Estate Kapaawaaa, said premises partially enclosed. In 1834 Mitchiner returned here, and soon after completed the walls of the Enclosure, and also a piece additional to the one he held before, I Kou lohe wale ana na ae o Kinau, Keio hanana. He put several substantial buildings on it, and afterwards disposed of a portion of it, to Dr. Ford, with the Consent of Kekauonohi, which part is now in possession of Mr. Stuppelbeen. 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 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 10, 1847.

I hereby acknowledge the Receipt of a Claim in Waikiki by John F. Mitchiner, with the Request and have said land 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, and unless evidence be brought to the contrary, Mr. Mitchiner will be entitled to a Freehold estate less than allodial.

On behalf of Commission

William Richards, President

See cl. 1116, Kaiao, claimants wife, page 3, v. 3 Test. (v. 1/148-149)

60 J. Hunt, resumed from page 72 26 May

John li 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 stick, now I think adobe. I know nothing of any person having any rights in it.

Continued at page 152 (v. 1/149)

197 Henry Weeks May 26

Charles Bent sworn. He knew the lands of Weeks and Higgerson. Mr. Weeks was living on his land in Mauiiili in 1837, and has populated it to the present time, does not know how he came by it. Witness had an interest in Higgerson's planting the Coffee trees.

Henry Weeks admitted that he gave Higgerson the land for the purpose of planting Coffee. (the land is an ahu luaa.)(v. 1/149)

193 Lews Rees May 26

Mr. Hunn sworn, deposed that he had known claimant all these Islands about 20 years. I recollect that Manuia came into a house where I was in 1829 and said to Rees, 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 never heard of any other person claiming the land.

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

Kahui, sworn, deposed. Mr. Rees and I were together and did business for Manuia with the Foreign ers. Manuia first gave him a land named Paua in Maitii, but that land being so much exposed to inroad of animals, Manuia gave him another at Ewa instead fo it. Rees has from that time 1829 lived undisturbed in the place he was given. When Rees received the land it was dry and wet, no value, but by labor he prepared a Taro patch and made it valuable, though I do not know the precise boundaries of the land. It's name is Hoaeae. The Taro grounds have since covered by a freshet. The particular reason why Rees wished to go there, was that he might have better pasture, pasturing of animals being his business. Manuia did not give him the whole of Hoaeae, she gave him none of the Taro grounds.

Mr. Rees stated that Manuia Wahine has had Eight Foals from one Mare, and Rees has had eight from the same.

Kaupena sworn, deposed. I know of Manuia giving some pasture ground to Rees to feed goats, on condition that one half of produce was to be Manuias and one half claimants, and I let him have I Uase, the produces of which was to be divided in the same way. At present I have noting to do with the place, it belongs to Namauu. When Manuia left in 1829, he gave the land to Namauu, although on witness return Mr. Rees paid to her and not to Namauu. The Mare is still in the keeping of Mr. Rees.

Continued page 287 vol. 2 (v. 1/149-151)

51 Henry Farmer (continued from page 63) June 2

Andrew Auld sworn, deposed. I know when claimants Father got this land from Charlton. It was about 1827. I never heard to 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 claimant's 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 to any one having any rights there or interfering.

Resumed page 257, vol. 2 (v. 1/151)

67 B Pitman June 9

Kapahe sworn, deposed. She is acquainted with the land claimed by Mr. Pitman at Hilo. He received it from Hoolulu, his Father in Law near the time of the death of Nahienaena (1837). Claimant has resided from that time to this upon the land, and has built a number of houses upon the land, it is now in a highly improved condition. No other persons have any rights there. Witness has never known of any one interfering with his rights. Hoolulu received the land from his own Father in Law, in the reign of Rihoriho.

John li sworn, deposed. I know that Hoolulu was living in that place in 1830 and had a fence around it home. About 1837 Mr. Pitman, father of claimant, went to Hilo and took possession of the place and built a store. Shortly after (about 1838), the claimant went to the same premises having previous married the daughter of Hoolulu in 183-. I saw the place again in the possession of claimant in 18-, he has ever lived without molestation or interference from any person. These remarks apply only to the building lot, there are seven or eight houses there. (v. 1/151-152)

60 Thomas Hunt (continued fr. Page 149) June 16

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. (v. 1/152)

65 William Bade June-

Wm. French, deposed that he knew from Karaimoku that Kamehameha 1<sup>st</sup> gave claimant the land in question and he has occupied it ever since that time, having at the first enclosed the ground with a stick fence, and built a Grass house upon it. The present frame house was built by him in 1832 or 33 and the wall put up at the same time. (v. 1/152-153)

189 R.G. Davies resumed from page 122 June 25

Mrs. Charlotte Holmes, Mother of claimant, was summoned before the Board, and stated her wish that the land claimed in No. 189 should be confirmed to her daughter, Mrs. Davies, wife of claimant, 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. (v. 1/153)

604 Henry Lea, Public Administrator July 14

Isaac Montgomery sworn, deposed, that he had no personal interest pending in this case, having quitted claim to Mr. Supplebeen of all his interest, as expressed on the back of the deed given by Mr. Jason to witness. Witness knows that Dr. 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 Mr. Wyllie, British proconsul.

Jacob Supplebeen, 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 further claim on these premises, and does not know of any person who has any claim on them, though he has heard that Mr. 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, on one ever forbidding him to build on the land.

Governor Kekuanaoa sworn, deposed, 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 gift of mouth. Witness said to him, "When you leave me, then return the land to me, but is 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 there Presents that I John Jason, a Native of France, Resident of Oahu, Sandw ich 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 same and delivery of these presents, the Receipt whereas hereby acknowledged, have bargained, sold and delivered, and by these presents do bargain, seel and deliver, unto the said Isacc Montgomery, his heirs, administrators and assigners a certain house lot with Blacksmiths Shop at present erected thereon, and well also upon the same, situated in Honolulu Oahu, bounded and described as follows ?. On the front border upon the Street which runs towards Nuuanu Valley 39 ft., thence from the upper end of this 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 Koa, in the direction of the Waterside. To have and to hold, all and 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 and my heirs, executors and administrators conceived with the said Isaac Montgomery, his heirs, administrators and assignees, that the above bargained premises are free from all incumbrances and demand, whatsoever, and that I have a good Right to sell and 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 and assignees forever, against the lawful claims and demands of all persons.

Signed, sealed and in Witness whereof, I the John Jason delivered in present of have here unto set my hand and deal this 27<sup>th</sup> day of August A.D. 1844.

John Jason mark

As witness, Robert P. Davies

John Wiley

Indorsement on the above deed. This is to certify that I Isaac Montgomery give up all Right, title, claim and interest unto Jacob Supplebeen, to the within mentioned premises for the sum of 200 dollars to me in hand paid this 14<sup>th</sup> day of November.

James Montgomery

Witness to signing

P.B. Shelley

C.W. Vincent Honolulu, Oahu November 14, 1844 (v. 1/153-156)

222 Kahanu Aug. 25, 184-

Pamani, sworn, testified. I know about the premises in question, but not about the title from Kuakine. Claimant's Mother lived there with the family in 1831, when Kuakine was Governor.

When this man's mother, Pihae, died, witness thought to take 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, and he sent Pake and Namauu to tell him to give possession to Kahanu.

Witness received it from Kekuanaoa. There are 3 houses on the land at present, one was built by Kahanu's father, Pa-- built one, and Puhili and Klima built and occupy one each, as tenants of claimant. Kahanu introduced a letter from Pake about this land, addressed to himself, stating "The King has put into my hands the business of regulating between and Paniani who has claimed that place, of which complaint has been made to his Majesty, and he has sent me to regulate. I found the matter easily settled with Paniani, who gave it up peacefully. 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 Feby. 1845, signed A.K. Pahi.

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

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

Paki testified on oath that Kahanu 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 Komo the Mate of the brig Miller Barko, which belonged to Government. Kahanu is the heir of Mahauu and Pihae and Komo.

August 26<sup>th</sup> Paele testified on oath that he knows Kahanu 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 Komo, he lived on it till he sailed to another country. When he and his wife lived there, there were 2 houses on it, from that time to this 4. All these houses belonged to witness with the land, from the Mother of Kahanu. Pihae gave him the yard, he was to hold it until Daniel li came from Maui, and the land would then be Daniel li's. Witness applied to Kekuanaoa, when Paniani took the land from him and he gave it back. Witness and Paniani had some difficulty about it, and he spoke to Kahanu,

who settled it with him. Kahanu went to the King who referred him to Paki. Witness's opinion of Rights in the land, is, that it is equally and Kahanu's and Komo's child. Witness knows nothing about Naopala's right. Puhili is a tenant, and has lived on the place since 1840, he understood it was Pihae and he supposes it now to be Paele's, to whom the four houses belong. Witness knows nothing of Kahana's claim.

Kaluka sworn, testified. He knows the place, it is inland of Puukolo. On the south is Paniani's, inland is a footpath. A foreigner named Puaka had the lot on the North, but it is now owned by Jones. On the West is Puhilihua. Witness knows when Kuakine lived Governor that this lot was in possession of Naopala, who lost it about the time when Pihae died.

Kalima sworn, says Kuakine gave that place to Naopala. Witness lived there after the death of Komo, two or three years, Naopala has not lived there steadily. Witness and the wife of Komo and Paele have lived there constant. Witness knows Kahanu had a claim there from Piahe, and got his title from him. Witness has a house of his own on the land, and it under Kahanu and Paele.

It was decided by the Board on 27<sup>th</sup> August to award to Kahanu a freehold title less than allodial. (v. 1/156-158)

211 Uilama Kiuini (Wm. Stevens) August-

Hoomoeapule, testified on oath. He knows the lot of claimant, it is in Honolulu, near the River, on the inland side of the old roads, on the West of Kapawanui, on the south of the Anaunau, does not know its extent. Witness knew claimant to hold it under Kuakine 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. 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 freehold title less than allodial on 27<sup>th</sup> August. (v. 1/158-159)

218 Kaohaulkula August 26

Kananui, testified on oath. He knows the yard it is back of Honolulu, inland of the lake Waiakine, bounded on the North by a Kalo patch owned by Keouli, and by the vineyard of Marine, South by John Ii's kalo patch, East by that of Poleho, inland of land of Kekauonohi. Witness has know the place from Kamehameha 1 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 Kuhiwa, owning on it a house, lives now on it, under claimant.

August 27 P. Palakikala, testified the place is in suburb of Honolulu aina upper side of Mauakeni. On the North is Marine's Vinyard, N.E. Kekauonohi's, E. Poleho's L, John Ii'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 note of the Board on 27 August a freehold title less than allodial was awarded to the claimant. (v. 1/159-160)



210 Mainae August 27

Hina testified on oath his knowledge of the yard in this claim, it is situated in Honolulu. Luplieu is on the South. The family of Mainae have live there since the time of Kamehameha 1. Lono was claimant's grandfather, Kahoolauaole, Grandmother. The land in the times of Rihoriho descended to their child Kaihua, and Kaihua was father of Mainae. Kaihua 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. Keaka a foreigner lived there in time of Kamehameha 1 who was Pilot to the King.

Continued page 165 (v. 1/160)

219 Kaukaliau August 26

This lot is situated in Honolulu, bounded on N. by the stream, and puua land. E. by Kalama's yard. S. by Alanui Kaauiwai. W. by Kaninuu and Puua yards. Extent S. side 1 Ch. 13 ft 2in; E. 1 ch. 62 ft. 8 in; N. 27 ft 1 Ch. 1 fathom 4 in; NW. 34 ft. 4 in; W. 1 ch. 29 ft. Area 2 ch. 40 fath. 12 ft. The above is extracted from Mr. Richardson's survey.

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 Kekulaupio to claimant, in time of Kaahumanu 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. Konia, wife of Paki claims it at present. (See No 123 Claims of Paki).

Pahoanui 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 testified on oath. I received that land from Kaalohihi about 1812. Witness gave it to Kaukaliau, the husband of claimant in 1825, and knows that he left the land to his wife by wile in the native manner. He died in 1837.

They have continued in possession up to 1844 without anyone disputing their right. Konio's claim is a new idea. She has a claim of land near it, which does not include this lands. Witness knows nothing of the right before Kaalohihi.

Resumed Page 167. (v. 1/160-161)

228 John li attorney. Kaluiheana Claimant August 15

Ku testified on oath. He knows the land in this case, it is as Waititi, its name is Helumoa, it is Coconut land. Witness knows the boundaries. Kaluakau is the name of the land, Keamoku that on the North. On the West is the old road leading from Honolulu. On the South is a stream called Kokohau. Claimant holds the land from Kamehameha 1 who gave it to Kaileo, he gave it to Papa, he willed it when he died to Keawikalohi, and he gave it to the claimant.

No person has claimed the land from the first named person down until 1846. It came into claimants hands in the time Rihoriho. Kuluwailehua is the counter claimant.

John li testified on oath that he knows the place, and the persons already named were those who were living under Kamehameha, who had particular care of his household proper and were known by the Chiefs as such. Kamehameha himself lived on this land and when he died, he left them in possession.

The Chiefs went with Kamehameha to Hawaii and where there when he died, but their families remained. When Rihoriho came to the Government he allowed them to remain.

After Kamehameha's death, the Chiefs returned. Rihoriho fixed his residence on the same spot. So it has been throughout 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 on their own houses.

Kuluwailehua stated that he founds his claim on his mother, a regular claim from Kamehameha, Rihoriho, Kaahumanu, and through his mother's ancestors to himself. In 1842 he was living under Kekuanaoa, then the land became Kekuanaoas and witness lived on it. It became Kekuanaoas from Kekaulua who has 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 1 Sec. 3 Ch. of Laws of 1839 page 27.

There are two divisions of this land, one of Cocoa nut trees and the other of Kalo. The former piece has been taken off and constitutes the claim of Kalaiheana, and ought to be returned, according to the law cited, it was one land formerly, but Kamehameha 1 divided it, and gave it to Kalaikeana 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 freehold less than allodial to Kalaiheana for the part claimed and occupied by him, and rejected the counter claim of Kuluwailehua.

Resumed Page 164 (v. 1/162-163)

224 Mahu August 30

Kapena testified on oath that she knows the ground in this claim, it is in Hotel St on the sea side. L. Thompson's yard is on the North, Isaiah's is on the West. Land called Kikala is on the South. Hotel St. 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.

John li testified on oath that he knows claimant to have been living elsewhere in 1837 or 8. Keaka (Colcord) went to the Governor for a piece of land, and he gave to him the place which claimant owned

before. The Governor to 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. (v. 1/163-164)

228 John li for Kalaiheana from P. 162 Sep 1 1847

Claim No.2 under 228. Eleele testified on oath that he knows the place which is at Waikiki. Kanowai is its name. It borders on the sea, which enters part of it. On S. and E. is land of Kalaipoha. On N.E. and N. is land of Waiki. From NW. and W. round is Piliario. On W. Keokapu has land. This land belonged to Kiaumoku, father of Kaahumanu. The land was taken in possession by him under Kamehameha 1 when the last battle was fought in Nuuanu. Another land at Waialua was also given him at the same time. When Kiaumoku obtained it was in 1804. Claimant is his descendant. At that time it extended farther in the Sea than now. The family has been in constant possession ever since, and have never lived away from it since 1804. Witness is not related to the family.

Kaeana testified on oath that he knows the land and confirms the general deposition of the former witness. He stated that Keapuapu, Pakui, Koloalu, Kaiokahala, Komolepo, Papaa were all living on the land or outside of it, and are members of the family, and live under Claimant.

A freehold little less than allodial was voted by the Board to Kalaiheana.(v. 1/164-165)

641 J.W. Maikai, counter to no. 210 Mainae Sept. 1

Contd from page 160

J. W. Maikai representative of Leleiohoku stated that Kalaimoku appointed Kaiava, father of Mainae, on this Land. Hoa went to Malo and said to Leleiohoku, let this place be fast because I have heard that Paki has something to say. Then Malo asked Hoa, under whom is our dwelling? Hoa said under Kalaimoku formerly and Leleiohoku now. Leleiohoku after desired to know the truth and sent after Mainae. The meeting was with Malo, Malo asked Mainae under whom is your dwelling, Mainae said under Leleiohoku. All this time the law concerning titles of land was not published. Kaiava at this time was settled as washerman, because to Kalaimoku belongs such employ, and on account of Leleiohoku's opinion that it belonged to the Father of Mainae, he thought that place belonged to him, and not to Kaiaua only, because there dwelled on that place other persons also. On account of sickness Malo has not come as witness, on the part of Kaiaua and Mainae.

Paki testified on oath that he does not know the ancient right in this land, but he knows persons under Kalaimoku have lived upon it. Kaula and Kaiaua were two of these. In the time of Kalaimoku the business of washing for foreigners was extensive. It was given to Kaiaua by him, and he lived there.

After Kaiaua's death witness does not know who the place went to, he has heard that it belonged to the Kalaemoku family, he does not know he occupied the land, but that he gave what he choose to those employed by him. It had then a stick fence when he died in 1827. After an adobie one which in 1836 was broken down. Kaiaua lived there as Kalaimoku did in witness's opinion, after his death and directed the fences (su?).

Naaooeeki testified in oath that when Kalaimoku came here to live, Kaula and Kaiaua, lived there with their people. Kaiaua is the descendant of Kaula. Witness lived after at Kauai and returned in Kinau's time. He knows nothing since his return.

Voted a freehold title to Mainae by the Board.

See Testimony Cont. at Page 393 Vol. II (v. 1/165-166)

212 and 213 James Vowles Sept. 1, 1847

1<sup>st</sup> Situated on Waititi Road 1 Mile from the Bethel and by 67 feet from the Road.

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 and title in that sale. He bought it about 3 years before from Alexander Smith. He knows of no other claim to this land, since Mr. Vowles occupied it, and of which he has held in disturbed possession. The land is fenced and built upon. Mr. Vowles claims for his Son P.B Vowles.

No. 2. Situated on Waititi Road about 1 mile from the Bethel 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 adobie 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 given possession from the first. Witness sold the place to Mr. Vowles 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 Mulatto 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. (v. 1/166-167)

219 Kaukaluu (123 Paki counter) Continued from page 161

Paki testified on oath, this land has belonged to Kaoleioku ever since Kamehameha took the Island. When he died, he willed it to Pauai, and when he died he willed it to Hanuua, and he to Keola, and he to Konia. From that time, Paki has had the management of it. Kaukaluu was within this land at the time Konia came into possession. All business, work and 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, Paki said, very well, let it be. Then Kinau said, Lowel Smith wants a place for a house, Paki said, take it. She then

said, break down the fence and make the Road, and that was done. Beretania St., Kinau then asked and got a place for L. Smith's Chapel.

The Land in controversy is the remainder of that which was thus cut up in Roads and Paki never had any thing to do with the land title 1831 or 1833, when he got it from his wife.

Punulua testified on oath. He knows nothing of Rights, but he lived himself on the land. In 1822 or 3, claimant was living with Kukuanui and Kauunawai and Kahoolaka were living with him on the land. They lived under Kalohihi, who held it from the Father of Konia. Through him Konia derives her title and Paki from her.

Nakaika testified on oath. The place in dispute belonged to the Father of Konia Kaoleioku. From it it went to Kauuuu by gift. When Kauuuu died, it came to Keola, at his death it came to Konia. Witness does not know the origin of the title in the first instance, nor who was occupied the land. He knows the place and who have lived on it since the death of his Father Kaina in 1844.

Kaniniu testified on oath. He has heard that place belonged to Kaukaliuku since she came from Hawaii in 1822. Witness knows that Kekuhaupio and Kaalohihi have lived on the land. She knows those named by Punulua lived there. She thinks they lived under Konia. Those that have lived there, have been in an undefined half state, some nearby related to Chiefs. Kaukaliu built a large house in 1822 or 3 on the land. When Kukunui lived there, who was father of witness. The claimant's father is dead.

Keone testified on oath. He confirms the statement of Punalua. Witness has lived in the neighborhood of this land since the building of the Fort in 1812. He knows Kekauhaupio gave the land to claimants husband, and that Kukuanui lived there in time of Rihoriho from whom it come to Kaukaliu.

Kahaleuhiole testified on oath. The place belonged to Konia's Father and from him to the descendants. He knows of Kukuanui living on the place, he does not know he got it. When Rihoriho came here was the time he held it. Witness never heard to whom Kukuanui gave it. He knows claimant to be his wife. He built a house there.

Nanaekeai testified on oath. That place belonged to Kaoleioku, Kaukaliu lives under Kukuanui. She thinks he lived there and his wife, and it belonged to them. Kukuanui was under Kahoolaka, and when Kaoleioku died, it came into possession of Pauwahi, who was with Boki in his voyage, and the land went to Pauwahi's wife, and through her to Kaukaliu. When Kahoolaka died, he willed it to Kukuanui. 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 Kekuanaoa testified on oath. This is what I know. In the time of Kamehameha, all that place of Kamukapili belonged to Kaoleioku. At the time, Rikoriho came, it was transferred to Kukuanui and his people.

Sept. 9 Voted by the Board a freehold less than allodial to Kaukalui. (v. 1/167-169)

217 Marine and others Sept. 8, 1847

Kaikela testified on oath, he knows the place, it is called Kapuakolo. It is on seaside of the old Road leading from foot of Nuuanu St. to corner of church and Maunakea Street, bounded on the N. by a place belonging to Kahououaha to the sea. On S. by Kaloa's place. On W. by Sea. Witness knows the Heirs of Marines have held it from Kamehameha 1 and Kaumualii. She knows of no others living on this ground excepting Isaac Montgomery. N. Winship lived there subject to Marine, whose manner in going out and 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.

S. 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. He were here blocks in 1811. Our Capt. and others lived in Marines house. In 1813 he came again from China in the New Hart(?), Capt. Nye. Nathan Winship was then building two straw houses on the premises and making a stick fence known his yards. In 1816 I met N. 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, taken in more land than Marine formerly had.

Captain Adams being cited, referred to his former testimony on oath before the Board in Claim no. 90 and confirmed it. Kaikela stated the name of Marine's wife to be Kaulua, she was mother of Olina. Kaihukaloa had three sons and two daughters. Francisco, John and George, Akoni and Cruz Kaiamaue is mother of Lahilahi. There were no marriages at that time. Olena has two brothers, Paulo and Nicolo. Witness understood the land was left equally among the children.

Naomi testified on oath. The will of Marini pointed out the boundaries of each child's lot, which are known by witness.

Sept. 9 Freehold less than allodial voted to the heirs of Marini according to his division before his death. (v. 1/170-171)

232 Adamu Kaiwi Sept 9

Paukunui testified on oath. This place is where it is called Honolulu Hale. Bounded E. by land of Kaniku, N. by land of Kanikaole, W. by Merchant St., S. by Honolulu Hale. Claimant has lived there since the time of Kaahumanu at 1822. Three persons are living under claimant on same ground, have each built himself a house. There is a fence on three sides, that towards the road has fallen down. Naeihi, Maole, Kanakaole are their names. Witness knows of no counter claimants. This is one of the small lots bestowed by Kaahumanu to different persons when she came to the Island.

Naeihi testified on oath, he knows the boundaries to be as described by first witness, and of claimant living there since Kaahumanu 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 Kaahumanu.

Freehold voted by the Board to Claimant.

Ce no. 175 Kehuanaoa is counter cl. perhaps. See page 29, B. Tes. Vol.III (v. 1/171-172)

234 Ualanj Sept 9

Kakaa testified on oath. The place is in Honolulu on W. side of Church St., bounded N. by Kaneku's Land, W. by the land of Kaiole, S. by Puihula's, the Street is E.

Claimant received it from Kuakine when Governor in 1832 or 3. She received the land direct from Kaiole, Kaiole from Keawamuaumu, who got it from Kamehameha. There are two houses in the Yard. Kailihaona also lives there and owns one of the houses. No counter claims are known.

Nakahi testified on oath. He knows Ualani's place and confirmed Kaka'a'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 his land, but he supposed she received the land from Kaiole. Ualani build a house on this land, while Kuakine was Governor. No other claims are known. (v. 1/172)

233 Keamahalihia Sept. 9

Naeiho testified on oath. The land is bounded on the S. by Kaiui's place, E. by Seaman's Chapel Yard, N. by Koaai's Yard, W. by Merchant St. Claimant has lived there from Kaahumanu's time, from whom he obtained it. No other claim is known. One person owns a house in the lot, Paukunui, he claims half of the lot.

Claimant admitted before the Board that the South half belongs to Paukunui, and the North part to himself only.

Voted a Freehold equally to Claimant Haukeunui.

(See Kekuanaoa's claims before delivery of award SMS.) See Ce no. 175 B, Test vol. III Page 29.(v. 1/173)

238 and 239 Keana Haalileo Sept. 10

Kahauhua testified on oath. This place is in Honolulu near Mr. Armstrong's Chapel on inland side of Church St., bounded S. by Kahuhu's land, E. by Poluno'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. Kinumaka 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 will to secure the remainder before in claimants possession. Haalileo and his wife lived upon this land from about 1820. No other claimant lives upon the land. Claimant derives her title from her husband and he from Kinau. They have no natural born children. Keolewa is a counter claimant.

Mahalahia testified on oath. He knows the place and of Haalileo living on it. It is where Mr. Bingham wished to build a Church. Kahuhu and Rogers are on S. A Lane E. Laanui's N. by Laanui and Keolewa, which last is included in the present deed. Poluno first took possession, when the land was an open common, he built some houses on it and died and 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 (v. 1/173-174)

243 Honokaupu Sept. 10

John Ii testified. The place is S. of the road that guests Hapuaina. Church St. is W., Haalileo's on S. On E. Keole's, on N. the Street. When the road was laid out, this parcel 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.

Kekuanaoa testified on oath that he knows the place, it is S. of the road made by Kinimako. The big house is N., Church St. W., Hanah Haalileo S. on the E. is Keolewa. Witness does not know when claimant went there. He gave him the spot in 1842 as it lay vacant, belonged to the Government. Witness never knew that spot belonged to Hanah Haalileo. (v. 1/174)

230 Wm. Walker, identical with no. 105 Sept. 10

Kekuanaoa 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 Kapekohau, and is in the district of Kolaupoko, it was given in 1840.

Mr. Ii stated the Gift was in consideration of services rendered on board the Government vessel Don Quixote.

Freehold voted 6<sup>th</sup> October. (v. 1/175)

237 L. Kaauwai Sept. 13

Hawaii testified on oath. He knows the place, it is on the night side of the road leading to Nuaanu from Honolulu. On the E. is land of Kekuanaoa called Maunaluu, on the S. is the King's ground. On the W. is Kimo's. In 1846 claimant had possession of the land; he bought it of Heli, who had it from Kaaha, who had it from Kamehameha 1. Kealiihonui 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 and house.

Kuluwailehua testified on oath he owned the land jointly with Kaaha formerly, they got it from Kamehameha 1. 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. (v. 1/175)

238 G Hana Haalileo, continued from Page 174 Oct.-

Kekelu sworn, testified. She knows the place, it is West of Kahuku's, South of a lane, East of Makahale's land, and North of the Church. She has known the place 22 or 23 years. Poluno build the house, owned the entire place at first. He builds the walls. Mokohele lived there as a relation, and he dug a well. Witness thinks the place on which he lived belonged to Poluno, because he arranged for houses, buildings, and witness does not know much about Kalaimoku, but Kaahumanu told Poluno to take in a large piece, and she also knows Mr. Jackson was then here, living with Poluno, and fencing a large piece. Mamalu wished Poluno to live on his place that he might be near Mr. Bingham.

Kinimaka sworn, stated the place is in Kawaiaohao. He admits as true the account of the boundaries given by the previous testimony, he having built some of the walls and particularly the East. Witness was the officer who laid out the Road to Puaina and who pointed out where the walls were to be built, and Roads but Kekuanaoa said to witness, "Go and tell Haalileo this will here is "Your land," and he made out the division. Here is the line on Broadway, and the land is all on the Inland side, it ran on to the Yard of Kahulu. As to the boundary on the street leading to Puaina, Kekuanaoa said "You go on to make adobie, and I will come after and tell You where to make the fence." Witness afterwards went and told them to build their fence by Mr. Diamonds, but Kekuanaoa told them to build it a little further in, because Honokaupu had begged for a little spot there, which I went and stated to Haalileo and he built the wall to Kekuanaoa'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 to the Road, and the understanding was such as has been stated before.

Witness knows that one fence included, Makahales and Poluno's possession. Witness considers the land claimed by Honokaupu to be Haalileo's. The Road was made in 1838.



Namakaeha 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 Poluno built several houses and a fence, and was there from the time of Rihoriho, certainly when he returned from Kauai. Witness knows of no one else living there, nor of it's being willed to the daughter.

This testimony is altogether my own opinion, which no person has prejudiced. Witness thinks Jackson, Poluno and Haalileo all lived there, and had that Yard. He does not know where they got it from. Part was fenced and 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 51, vol 3 (v. 1/176-177)

END of FOREIGN TESTIMONY VOL. 1